

**SUBDIVISION IMPROVEMENTS AGREEMENT
FALCON MARKETPLACE**

THIS AGREEMENT, made between LG HI FALCON, LLC (the "Subdivider") and EL PASO COUNTY, by and through the Board of County Commissioners of El Paso County, Colorado, ("County"), shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Falcon Marketplace (the "Subdivision"), wishes to enter into a Subdivision Improvements Agreement as provided for by Section 30-28-137, C.R.S., Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code, all incorporated herein by reference; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a Performance Bond.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

- 1. Public Improvements for Which Collateral is Required.
 - a. Subdivider agrees to construct and install, at its sole expense, all of those improvements as set forth on the Financial Assurance Estimate attached hereto Exhibit A and incorporated herein by reference. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be in the form of a Performance Bond issued by The Guarantee Company of North America in the amount of \$ 4,717,541.89.
 - b. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on the Exhibit A attached hereto have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.

c. No lots in the Subdivision shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the Subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the Subdivision may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements in the attached Exhibit A.

d. All improvements set forth in Exhibit A shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty-four) months from the date of notice to proceed in the Construction Permit for the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.

e. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.

f. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request in a reasonable time upon receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County

Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.

2. Public Roadway Improvements. Exhibit B, attached hereto and incorporated herein by reference, sets forth a number of public roadway improvements that shall be required in connection with this Subdivision.
 - a. The Subdivider shall construct at its sole expense and receive preliminary acceptance from the County for the public roadway improvements identified as items 2 through 11 and 13 in the attached Exhibit B prior to the earlier of the following: i) issuance of a certificate of occupancy for any structure built on Lot 2; or ii) issuance of a certificate of occupancy for any structure built on any other lot within the Subdivision, which development triggers the need for such public roadway improvements. Triggering one improvement identified in this paragraph shall require the construction of all improvements so identified. No certificate of occupancy for Lot 2 or the triggering lot, whichever is applicable, or subsequent building permit for any other lot within the subdivision, shall be issued until the Subdivider has complied with the provisions of this paragraph.
 - b. With respect to the public roadway improvements identified as items 12 and 16 through 18 in the attached Exhibit B, the Subdivider or subsequent owner of each lot which submits a site development plan to the County for review shall be required to contribute its pro-rata share of the cost of such public roadway improvements and to enter into an escrow agreement for the disposition of such funds.
3. Western Perimeter Wall. The six-foot wall on the western perimeter shall be constructed in accordance with Exhibit C attached hereto prior to issuance of the first building permit in the Subdivision.
4. Detention Ponds. The Subdivider agrees, for itself and its successors and assigns, that they shall indemnify, defend and hold harmless the County from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and cause of action whatsoever, whether at law or in equity, arising out of the overtopping of or spillage from the detention ponds located within the Subdivision, or from seepage or leakage into or from such ponds. Nothing in this paragraph shall be deemed to waive or otherwise limit the defenses available to the County pursuant to the Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, or as otherwise provided by law.
5. The Subdivider agrees that all of those public improvements to be completed as identified herein shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.

6. The Subdivider agrees and both parties acknowledge that the construction of all public improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2-year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.
7. The Subdivider agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the Subdivider.
8. The County agrees to approval of the final plat of Falcon Marketplace subject to the terms and conditions of this Agreement.
9. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
10. This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.
11. This Agreement shall be run with the land and be jointly and severally binding upon the successors and assigns of the Subdivider.
12. Pursuant to Resolution No. 13-041, the Subdivider shall not be obligated to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program because the Subdivision lies within the Woodmen Road Metropolitan District.
13. The Subdivider's costs of constructing the sub-regional detention facility and appurtenant improvements within and downstream of Tract A, including land value, as those costs correspond to the items accounted for in the 2013 Falcon Drainage Basin Planning Study (DBPS), are anticipated to exceed the drainage basin fee due for the Falcon Marketplace subdivision at the time of plat recording. Subdivider is allowed to record the plat without payment of the drainage fee if the amount of the engineer's cost estimate for the sub-regional facilities exceeds the calculated drainage fee, and to apply to recover costs from the drainage basin fund, in accordance with Land Development Code Section 8.5.5(C)(3), the drainage fee resolution and the El Paso County Drainage Criteria Manual. The Falcon Basin bridge fee still applies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:  ^{LD}
Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

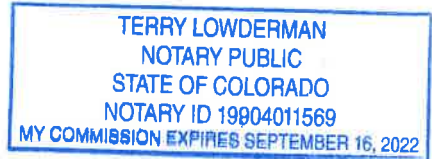
The foregoing instrument was acknowledged before me this 23 day of December, 2019, by Craig Dossey, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: 9-16-2022



Notary Public



LG HI FALCON, LLC

By: 

Name: Will Tolliver
Managing Director

Title: _____

Subscribed, sworn to and acknowledged before me this 9 day of December, 2019, by the parties above named.

My commission expires: 08-15-2023



Notary Public

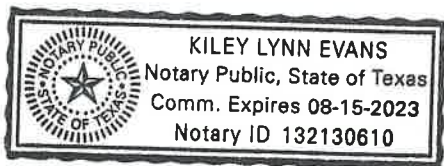


EXHIBIT A

2019 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 4/18/2019

PROJECT INFORMATION						
FALCON MARKETPLACE						
	11/15/2019					SF-9-001
Project Name		Date				PCD File No.
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
<i>* Earthwork</i>						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -
1,000-5,000; \$8,000 min		CY	\$ 6.00	= \$ -		\$ -
5,001-20,000; \$30,000 min		CY	\$ 5.00	= \$ -		\$ -
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$ -		\$ -
50,001-200,000; \$175,000 min	78,000.00	CY	\$ 2.50	= \$ 195,000.00		\$ 195,000.00
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmnt)	10.40	AC	\$ 800.00	= \$ 8,320.00		\$ 8,320.00
* Mulching	10.40	AC	\$ 750.00	= \$ 7,800.00		\$ 7,800.00
* Permanent Erosion Control Blanket	5,900.00	SY	\$ 6.00	= \$ 35,400.00		\$ 35,400.00
* Permanent Pond/BMP Construction (SR4)	5,000.00	CY	\$ 20.00	= \$ 100,000.00		\$ 100,000.00
* Permanent Pond/BMP Construction (Ponds 2&3)	3,000.00	CY	\$ 20.00	= \$ 60,000.00		\$ 60,000.00
* Permanent Pond/BMP (Spillway) (SR4)	1.00	EA	\$ 40,000.00	= \$ 40,000.00		\$ 40,000.00
* Permanent Pond/BMP (Spillway) (Ponds 2&3)	2.00	EA	\$ 10,000.00	= \$ 20,000.00		\$ 20,000.00
* Permanent Pond/BMP (Outlet Structure) (SR4)	1.00	EA	\$ 50,000.00	= \$ 50,000.00		\$ 50,000.00
* Permanent Pond/BMP (Outlet Structure) (Ponds 2&3)	2.00	EA	\$ 12,000.00	= \$ 24,000.00		\$ 24,000.00
Safely Fence	5,000.00	LF	\$ 3.00	= \$ 15,000.00		\$ 15,000.00
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$ -		\$ -
Vehicle Tracking Control	1.00	EA	\$ 2,370.00	= \$ 2,370.00		\$ 2,370.00
Silt Fence	4,900.00	LF	\$ 2.50	= \$ 12,250.00		\$ 12,250.00
Temporary Seeding	21.80	AC	\$ 628.00	= \$ 13,690.40		\$ 13,690.40
Temporary Mulch	21.80	AC	\$ 750.00	= \$ 16,350.00		\$ 16,350.00
Erosion Bales	31.00	EA	\$ 25.00	= \$ 775.00		\$ 775.00
Erosion Logs/Straw Waddle	115.00	LF	\$ 5.00	= \$ 575.00		\$ 575.00
Rock Check Dams		EA	\$ 500.00	= \$ -		\$ -
Inlet Protection	14.00	EA	\$ 167.00	= \$ 2,338.00		\$ 2,338.00
Sediment Basin	4.00	EA	\$ 1,762.00	= \$ 7,048.00		\$ 7,048.00
Concrete Washout Basin	1.00	EA	\$ 900.00	= \$ 900.00		\$ 900.00
Pond SR4 Clay Liner	3,200.00	SY	\$ 2.50	= \$ 8,000.00		\$ 8,000.00
Pond SR4 Stabilized Access Road	38,880.00	SF	\$ 0.50	= \$ 19,440.00		\$ 19,440.00
<i>[insert items not listed but part of construction plans]</i>						
MAINTENANCE (35% of Construction BMPs)				= \$ 29,307.74		\$ 29,307.74
<i>* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)</i>						
Section 1 Subtotal				= \$ 668,564.14		\$ 668,564.14
SECTION 2 - PUBLIC IMPROVEMENTS *						
ROADWAY IMPROVEMENTS						
Construction Traffic Control	1.00	LS	\$ 35,000.00	= \$ 35,000.00		\$ 35,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 28.00	= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)	2,232.00	CY	\$ 50.00	= \$ 111,600.00		\$ 111,600.00
Asphalt Pavement (3" thick)		SY	\$ 14.00	= \$ -		\$ -
Asphalt Pavement (4" thick)	13,392.00	SY	\$ 19.00	= \$ 254,448.00		\$ 254,448.00
Asphalt Pavement (6" thick)		SY	\$ 29.00	= \$ -		\$ -
Asphalt Pavement (147 lbs/cf) <u>10"</u> thick	3,153.00	Tons	\$ 88.00	= \$ 277,464.00		\$ 277,464.00
Raised Median, Paved	16,802.00	SF	\$ 8.00	= \$ 134,416.00		\$ 134,416.00
Regulatory Sign/Advisory Sign	25.00	EA	\$ 300.00	= \$ 7,500.00		\$ 7,500.00
Guide/Street Name Sign	8.00	EA	\$ 300.00	= \$ 2,400.00		\$ 2,400.00
Epoxy Pavement Marking	5,674.00	SF	\$ 13.00	= \$ 73,762.00		\$ 73,762.00
Thermoplastic Pavement Marking	1,584.00	SF	\$ 23.00	= \$ 36,432.00		\$ 36,432.00
Barricade - Type 3	9.00	EA	\$ 200.00	= \$ 1,800.00		\$ 1,800.00
Delineator - Type I		EA	\$ 24.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	6,873.00	LF	\$ 30.00	= \$ 206,190.00		\$ 206,190.00
Curb and Gutter, Type B (Median)	2,372.00	LF	\$ 30.00	= \$ 71,160.00		\$ 71,160.00
Curb and Gutter, Type C (Ramp)		LF	\$ 30.00	= \$ -		\$ -
4" Sidewalk (common areas only)	3,449.00	SY	\$ 48.00	= \$ 165,552.00		\$ 165,552.00
5" Sidewalk		SY	\$ 60.00	= \$ -		\$ -
6" Sidewalk		SY	\$ 72.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 96.00	= \$ -		\$ -
Pedestrian Ramp	51.00	EA	\$ 1,150.00	= \$ 58,650.00		\$ 58,650.00
Cross Pan, local (8" thick, 6' wide to include return)	660.00	LF	\$ 61.00	= \$ 40,260.00		\$ 40,260.00
Cross Pan, collector (9" thick, 8' wide to include return)	70.00	LF	\$ 92.00	= \$ 6,440.00		\$ 6,440.00
Curb Chase	2.00	EA	\$ 1,480.00	= \$ 2,960.00		\$ 2,960.00
Guardrail Type 3 (W-Beam)	240.00	LF	\$ 49.00	= \$ 11,760.00		\$ 11,760.00
Guardrail Type 7 (Concrete)		LF	\$ 72.00	= \$ -		\$ -
Guardrail End Anchorage	8.00	EA	\$ 2,098.00	= \$ 16,784.00		\$ 16,784.00
Guardrail Impact Attenuator		EA	\$ 3,767.00	= \$ -		\$ -
Sound Barrier Fence (CMU block, 8' high)		LF	\$ 78.00	= \$ -		\$ -

PROJECT INFORMATION			
FALCON MARKETPLACE	11/15/2019	SF-9-001	
Project Name	Date	PCD File No.	

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
Sound Barrier Fence (panels, 6' high)		LF	\$ 80.00			
Electrical Conduit, Size =		LF	\$ 16.00			
Traffic Signal, complete intersection	1.00	EA	\$ 425,000	425,000.00		425,000.00
<i>[insert items not listed but part of construction plans]</i>						
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF				
18" Reinforced Concrete Pipe	593.00	LF	\$ 65.00	38,545.00		38,545.00
24" Reinforced Concrete Pipe	359.00	LF	\$ 78.00	28,002.00		28,002.00
30" Reinforced Concrete Pipe	589.00	LF	\$ 97.00	57,133.00		57,133.00
36" Reinforced Concrete Pipe	274.00	LF	\$ 120.00	32,880.00		32,880.00
42" Reinforced Concrete Pipe	107.00	LF	\$ 160.00	17,120.00		17,120.00
48" Reinforced Concrete Pipe	162.00	LF	\$ 195.00	31,590.00		31,590.00
54" Reinforced Concrete Pipe		LF	\$ 245.00			
60" Reinforced Concrete Pipe		LF	\$ 288.00			
66" Reinforced Concrete Pipe		LF	\$ 332.00			
72" Reinforced Concrete Pipe		LF	\$ 380.00			
18" Corrugated Steel Pipe		LF	\$ 84.00			
24" Corrugated Steel Pipe		LF	\$ 96.00			
30" Corrugated Steel Pipe		LF	\$ 122.00			
36" Corrugated Steel Pipe		LF	\$ 147.00			
42" Corrugated Steel Pipe		LF	\$ 188.00			
48" Corrugated Steel Pipe		LF	\$ 178.00			
54" Corrugated Steel Pipe		LF	\$ 260.00			
60" Corrugated Steel Pipe		LF	\$ 280.00			
66" Corrugated Steel Pipe		LF	\$ 340.00			
72" Corrugated Steel Pipe		LF	\$ 400.00			
78" Corrugated Steel Pipe		LF	\$ 460.00			
84" Corrugated Steel Pipe		LF	\$ 550.00			
Flared End Section (FES) RCP Size = 18" <i>(unit cost = 6x pipe unit cost)</i>	4.00	EA	\$ 390.00	1,560.00		1,560.00
Flared End Section (FES) RCP Size = 24" <i>(unit cost = 6x pipe unit cost)</i>	1.00	EA	\$ 468.00	468.00		468.00
Flared End Section (FES) CSP Size = 30" <i>(unit cost = 6x pipe unit cost)</i>	1.00	EA	\$ 103.00	103.00		103.00
End Treatment- Headwall	1.00	EA	\$ 5,000.00	5,000.00		5,000.00
End Treatment- Wingwall	1.00	EA	\$ 9,000.00	9,000.00		9,000.00
End Treatment - Cutoff Wall	1.00	EA	\$ 500.00	500.00		500.00
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,542.00			
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'	2.00	EA	\$ 7,188.00	14,376.00		14,376.00
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,345.00			
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,627.00			
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'	10.00	EA	\$ 7,861.00	78,610.00		78,610.00
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 9,841.00			
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 9,918.00			
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 10,833.00			
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 11,827.00			
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,570.00			
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 11,667.00			
Grated Inlet (Type C), Depth < 5'	2.00	EA	\$ 4,640.00	9,280.00		9,280.00
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,731.00			
Storm Sewer Manhole, Box Base	5.00	EA	\$ 11,827.00	58,135.00		58,135.00
Storm Sewer Manhole, Slab Base	5.00	EA	\$ 6,395.00	31,975.00		31,975.00
Geotextile (Erosion Control)	1,000.00	SY	\$ 6.00	6,000.00		6,000.00
Rip Rap, d50 size from 6" to 24"	1,125.00	Tons	\$ 80.00	90,000.00		90,000.00
Rip Rap, Grouted	685.00	Tons	\$ 95.00	65,075.00		65,075.00
Drainage Channel Construction, Size (40 W x 4 H)	800.00	LF	\$ 20.00	16,000.00		16,000.00
Drainage Channel Lining, Concrete		CY	\$ 570.00			
Drainage Channel Lining, Rip Rap		CY	\$ 112.00			
Drainage Channel Lining, Grass	0.75	AC	\$ 1,469.00	1,101.75		1,101.75
Drainage Channel Lining, Other Stabilization						
96" Reinforced Concrete Pipe	1,050.00	LF	\$ 700.00	742,000.00		742,000.00
36" RCP Bend	1.00	EA	\$ 1,500.00	1,500.00		1,500.00

PROJECT INFORMATION			SF-9-001
FALCON MARKETPLACE	11/15/2019	Date	PCD File No.
Project Name			

Description	Quantity	Units	Unit Cost	=	Total	(with Pre-Plat Construction)		
						% Complete	Remaining	
96" RCP Bend	1.00	EA	\$ 2,500.00	=	\$ 2,500.00		\$ 2,500.00	
Safety rail at pond SR4 outlet structure	30.00	LF	\$ 100.00	=	\$ 3,000.00		\$ 3,000.00	
Pond MN orifice plate repair	1.00	EA	\$ 2,500.00	=	\$ 2,500.00		\$ 2,500.00	
[insert items not listed but part of construction plans]								
* - Subject to defect warranty financial assurance. A maximum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)								
Section 2 Subtotal					=	\$ 3,283,531.75		\$ 3,283,531.75

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**

ROADWAY IMPROVEMENTS							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -

STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
Storm Sewer Manhole, Slab Base	4.00	EA	\$ 6,395.00	=	\$ 25,580.00		\$ 25,580.00
18" Reinforced Concrete Pipe	258.00	LF	\$ 65.00	=	\$ 16,770.00		\$ 16,770.00
24" Reinforced Concrete Pipe	531.00	LF	\$ 78.00	=	\$ 41,418.00		\$ 41,418.00
30" Reinforced Concrete Pipe	24.00	LF	\$ 97.00	=	\$ 2,328.00		\$ 2,328.00
				=	\$ -		\$ -
				=	\$ -		\$ -

WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	1,665.00	LF	\$ 64.00	=	\$ 106,560.00		\$ 106,560.00
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 75.00	=	\$ -		\$ -
Gate Valves, 8"	7.00	EA	\$ 1,858.00	=	\$ 13,006.00		\$ 13,006.00
Fire Hydrant Assembly, w/ all valves	8.00	EA	\$ 6,597.00	=	\$ 52,776.00		\$ 52,776.00
Water Service Line Installation, inc tap and valves	11.00	EA	\$ 1,324.00	=	\$ 14,564.00		\$ 14,564.00
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
Water Main Pipe (PVC), Size 12"	1,640.00	LF	\$ 80.00	=	\$ 131,200.00		\$ 131,200.00
Gate Valves, 12"	6.00	EA	\$ 2,400.00	=	\$ 14,400.00		\$ 14,400.00
Raw Water Main Pipe (PVC), Size 6"	1,720.00	LF	\$ 48.00	=	\$ 82,560.00		\$ 82,560.00
Gate Valves, 6"	2.00	EA	\$ 1,500.00	=	\$ 3,000.00		\$ 3,000.00
				=	\$ -		\$ -

SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	1,915.00	LF	\$ 64.00	=	\$ 122,560.00		\$ 122,560.00
Sanitary Sewer Manhole, Depth < 15 feet	7.00	EA	\$ 4,386.00	=	\$ 30,702.00		\$ 30,702.00
Sanitary Service Line Installation, complete	11.00	EA	\$ 1,402.00	=	\$ 15,422.00		\$ 15,422.00
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -

LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
Screen wall fence	720.00	LF	\$ 80.00	=	\$ 57,600.00		\$ 57,600.00
Roundabout landscaping	1.00	EA	\$ 10,000.00	=	\$ 10,000.00		\$ 10,000.00

PROJECT INFORMATION		
FALCON MARKETPLACE	11/15/2019	SF-9-001
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)		
					% Complete	Remaining	
		EA		\$		\$	
		EA		\$		\$	
		EA		\$		\$	
Section 3 Subtotal				\$	740,446.00	\$	740,446.00
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)							
		LS	\$ 100	\$	15,000.00	\$	15,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)							
		LS	\$ 100	\$	10,000.00	\$	10,000.00
Total Construction Financial Assurance						\$	4,717,541.89
(Sum of all section subtotals plus as-builts and pond/BMP certification)							
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)						\$	4,717,541.89
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)							
Total Defect Warranty Financial Assurance						\$	760,010.35
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)							

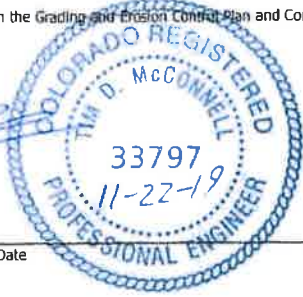
Approvals
 I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

[Signature]
 Engineer (P.E. Seal Required)

[Signature]
 Approved by Owner / Applicant

Date: *11-22-19*

Josh Canafax, authorized signatory for LG Capital, LLC, Manager of LG HI Falcon, LLC



Approved
 By: Elizabeth Nijkamp
 Date: 12/19/2019
 El Paso County Planning & Community Development



EXHIBIT B

	PHASE 1	PHASE 1	PHASE 1	PHASE 1	PHASE 1
<p>Meridian northbound dual left-turn lanes: Lengthening of northbound left-turn lanes and potential future engineering to provide a 200-foot lane taper to the 225-foot of deceleration distance plus sufficient vehicle stacking distance. CURRENT: 175-foot taper plus a 465-foot left-turn lane which translates to a 175-foot taper, 290-foot deceleration distance, and 175 feet of stacking distance. SHORT TERM: Adequate stacking is available in the current turn lane - calculated queue length 141 feet. LONG TERM: Lengthen single left-turn lane and/or future implementation of dual left-turn lanes (if capacity needs dictate) to maintain 390 feet of deceleration length, a 240-foot lane taper (20:1 taper ratio) plus provide sufficient vehicle stacking length - model indicates 471 feet of dual left stacking distance based on morning peak-hour projected volumes. If a dual left is implemented in the future, consideration will need to be given to the configuration on Golden Sage and at the Golden Sage/Woodmen Frontage Road intersection to receive the dual left-turn movement.</p>	<p>With the development of Falcon Marketplace, extend the northbound left-turn lane as described in the column to the left and as shown in Figure 25.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>Meridian northbound dual left-turn lanes: Lengthening of northbound left-turn lanes and potential future engineering to provide a 200-foot lane taper to the 225-foot of deceleration distance plus sufficient vehicle stacking distance. CURRENT: 175-foot taper plus a 465-foot left-turn lane which translates to a 175-foot taper, 290-foot deceleration distance, and 175 feet of stacking distance. SHORT TERM: Adequate stacking is available in the current turn lane - calculated queue length 141 feet. LONG TERM: Lengthen single left-turn lane and/or future implementation of dual left-turn lanes (if capacity needs dictate) to maintain 390 feet of deceleration length, a 240-foot lane taper (20:1 taper ratio) plus provide sufficient vehicle stacking length - model indicates 471 feet of dual left stacking distance based on morning peak-hour projected volumes. If a dual left is implemented in the future, consideration will need to be given to the configuration on Golden Sage and at the Golden Sage/Woodmen Frontage Road intersection to receive the dual left-turn movement.</p>	<p>Future (if necessary) - Add additional lane length beyond #13 to provide additional stacking (when needed (as shown in Figure 26).</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>Golden Sage Interactions</p>	<p>PHASE 1</p>	<p>PHASE 1</p>	<p>PHASE 1</p>	<p>PHASE 1</p>	<p>PHASE 1</p>
<p>13</p>	<p>With the development of Falcon Marketplace, extend the northbound left-turn lane as described in the column to the left and as shown in Figure 25.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>14</p>	<p>Future (if necessary) - Add additional lane length beyond #13 to provide additional stacking (when needed (as shown in Figure 26).</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>15</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>16</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>17</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>
<p>18</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>Design and installation with the development of Falcon Marketplace.</p>	<p>By other future developments impacting this turn lane. Potential for fee program credit for improvements completed as this is a regional intersection.</p>

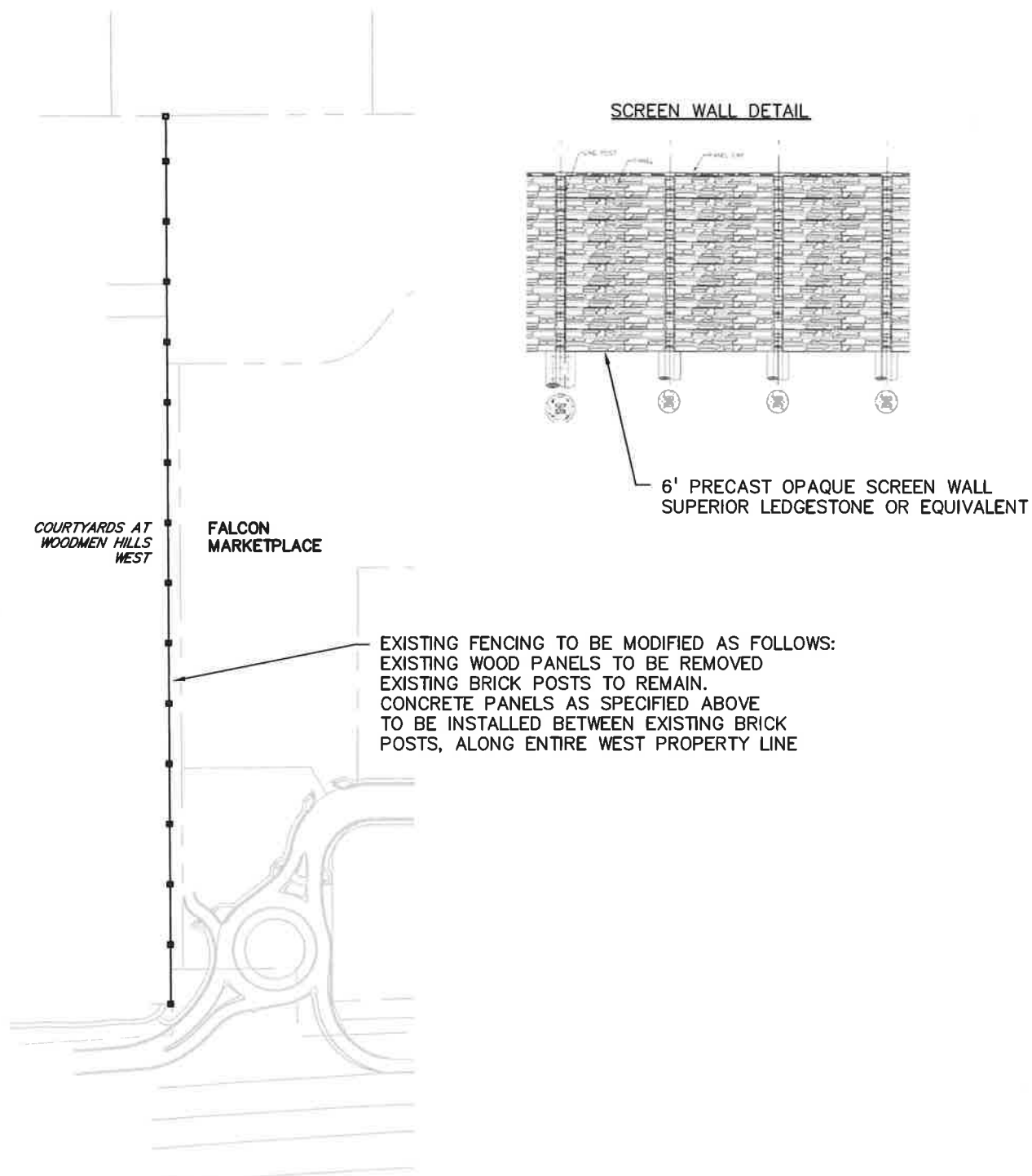
Source: LSC Transportation Consultants, Inc. REV: (7-19-15)

EXHIBIT B

Table 7b - Updated Falcon Marketplace Roadway Improvements With Proposed Right-in Access to Woodmen Road		ADT that will warrant TRIGGER the Improvement		Responsibility	
Item #	Improvement	Timing	Countywide Road Impact Fee Program Fees and Taxes	With PLAT & EACH BUILDING PERMIT	Based on Woodmen Road District Requirements
1	Woodmen Road Metropolitan District fees and taxes to be paid in lieu of Countywide Road Impact Fee Program fees and taxes. Woodmen Road has already been completed but this project is joining the district.	District fees payable at plating			Falcon Marketplace
Meridian/Eastonville and Meridian Right-In/Right-Out Intersections					
2	Signalization of Meridian Road/Eastonville Road intersection.	Design and installation with the development of Falcon Marketplace once allowed by El Paso County.		PHASE 1	TRIGGER FOR INSTALL IS ONCE WARRANTS ARE MET - HOWEVER, IF NOT ALLOWED TO INSTALL WITH PHASE 1, EPC WILL REQUIRE ESCROW FOR FULL AMOUNT W PHASE 1
3	Reconstruction of the Meridian center median south of Eastonville Road to achieve major street left-turn right distance for the option of northbound/southbound protected/permissive left-turn signal phasing with interim single left-turn lanes northbound and southbound and to accommodate future northbound dual left-turn lanes if needed in the future. This lane should be 425 feet long plus a 200-foot taper. The taper would be back-to-back with the southbound dual left-turn lanes.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
4	Southbound right-turn deceleration lane on Meridian Road approaching Eastonville Road. This lane should be 235 feet long plus a 200-foot taper.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
5	Design and construction of continuous southbound right-turn lanes and shoulder/bike lane on the Road from Eastonville Road south to the proposed right-in/right-out intersection. The right-in/right-out south to Woodmen Road. (Note: Also please refer to related item #18 below.)	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
6	Widening of Eastonville Road east of Meridian Road to add a westbound through lane and add width as feasible between the westbound left-turn lane and the westbound through lane due to the proposed dual left-turn lanes on the west side of the intersection. This added width would allow for through lane alignment (with an acceptable offset across the intersection).	Design and installation with the development of Falcon Marketplace. Extent of this off-site improvement may be limited by available right-of-way and/or other existing constraints.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
7	Design and construction of the proposed extension of Eastonville Road between Meridian and the proposed roundabout.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
On-Site Improvements					
8	Design and construction of the public street connection through the site (Falcon Market Place).	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
9	Design and construction of the proposed roundabout on-site west of the Meridian/Eastonville intersection. This would include a sub-lane to the north for the anticipated future street connection north to Bent Grass Meadows Drive.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
10	Design and construction of the proposed roundabout on-site at the east terminus of the Woodmen Frontage Road.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
Woodmen/Meridian Intersection					
11	Extend existing westbound right-turn acceleration lanes on Woodmen Road at Meridian Road to provide a continuous right-turn lane between Meridian Road and the proposed right-in/only access.	Design and installation with the development of Falcon Marketplace.		PHASE 1	PLANNED TO BE COMPLETED WITH PHASE 1
12	Lengthening of Woodmen eastbound dual left-turn lanes. Lengthening of eastbound left-turn lanes and potential further future widening to provide 240-ft of lane transition between the proposed roundabout on-site west of the Meridian/Eastonville intersection. CURRENT lane length: 500 feet of dual left-turn lanes and 425-foot taper. OF this taper, 215 feet is full-width "secur" distance. Remaining 20 feet of the required 235-foot decel distance occurs in the first 20 feet of the 500-foot dual left-turn lanes. The remainder of the dual left-turn lanes is stacking distance - 480 feet. SHORT TERM: Based on the short-term analysis, the existing lane provides sufficient stacking distance. LONG TERM: This lane will likely need to be extended to provide a total of 840 feet of dual left storage distance plus 235 feet of deceleration length plus a 200-	Design and installation with the development of Falcon Marketplace. Future extension of existing dual left-turn lanes once traffic queues regularly extend beyond the 480-foot stacking distance.		PHASE 1	<p>PAYMENT WITH DEVELOPMENT PLAN FOR EACH INDIVIDUAL LOT, WITH REGARDS TO THE TIMING OF THE IMPROVEMENT: "once traffic queues regularly extend beyond the 480-foot stacking distance." This is estimated to be approximately 65 PM peak hour eastbound left turns above the estimated short term total volume from Figure 16a on the ITE single family trip ratio. The established threshold may be re-evaluated with a combination of Falcon Marketplace trips and background trips. Falcon Marketplace daily trip to afternoon peak hour trip ratio is</p> <p>PAYMENT OF PRO RATA SHARE WITH EACH LOT DEVELOPMENT PLAN;</p> <p>The estimated "trigger" of 65 PM peak hour eastbound left turns above the estimated short term total volume (from Figure 16a of the TIS) approximately translates to an additional \$57 directional ADT for the established threshold on the ITE single family trip ratio. The established threshold may be re-evaluated with a combination of Falcon Marketplace trips and background trips. Falcon Marketplace daily trip to afternoon peak hour trip ratio is</p>

EXHIBIT C


WESTERN PERIMETER WALL



EXISTING FENCING TO BE MODIFIED AS FOLLOWS:
 EXISTING WOOD PANELS TO BE REMOVED
 EXISTING BRICK POSTS TO REMAIN.
 CONCRETE PANELS AS SPECIFIED ABOVE
 TO BE INSTALLED BETWEEN EXISTING BRICK
 POSTS, ALONG ENTIRE WEST PROPERTY LINE



SCALE: 1"=200'

PREPARED BY:  Drexel, Barrell & Co. Engineers/Surveyors 3 SOUTH 7TH STREET COLORADO SPRINGS, COLORADO 80905 (719)280-0867 1800 38TH STREET BOULDER, COLORADO 80301 (303)442-4338			
Revisions - Date	Date	Drawn By	Job No.
	11/6/19	KGV	20988-00
	Scale	Checked By	Drawing No.
	1" = 200'	TDM	EXHIBIT C