

receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements in the attached Financial Assurance Estimate.

4. The Subdivider agrees that all of those certain public improvements to be completed as identified in the attached Financial Assurance Estimate 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.
5. All improvements 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.
6. 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.
7. 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.

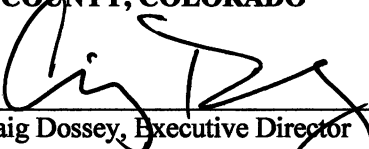
8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria 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.
9. 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.
10. The County agrees to approval of the final plat of **Cloverleaf Filing No. 2** subject to the terms and conditions of this Agreement.
11. 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.
12. This Agreement shall take effect on the date of approval of the Final Plat.
13. The Subdivider agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

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**

February 1, 2022
(Date Final Plat Approved)

By: _____


Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

~~ATTEST:~~

~~_____
Chuck Broerman
County Clerk and Recorder~~

Approved as to form:

County Attorney's Office

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**BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO**

(Date Final Plat Approved)

By: _____
Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

ATTEST:

Chuck Broerman
County Clerk and Recorder

Approved as to form:

Keri L. Seagr

County Attorney's Office

SUBDIVIDER:

CND-Cloverleaf, LLC

By: _____

Aziz Siddiqui, Land Development Manager

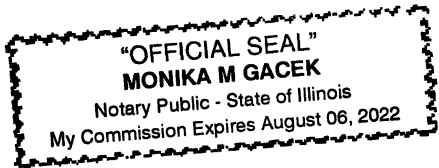
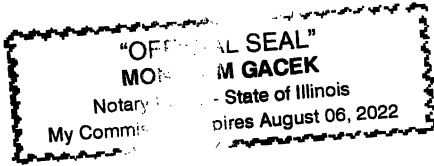


Subscribed, sworn to and acknowledged before me this 3RD day of FEB, 2022
by the parties above named.

My commission expires: AUG 06, 2022.

Monika M. Gacek

Notary Public



2021 Financial Assurance Estimate Form
(with pre-plat construction)

Updated: 12/22/2020

PROJECT INFORMATION		
Cloverleaf Filing No. 2	1/19/2022	SF-21-023
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)						
* Earthwork						
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	172,715	CY	\$ 2.50	= \$ 431,787.50	80.00%	\$ 86,357.50
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmt.)	36	AC	\$ 828.00	= \$ 29,808.00	80.00%	\$ 5,961.60
* Mulching	36	AC	\$ 777.00	= \$ 27,972.00	80.00%	\$ 5,594.40
* Permanent Erosion Control Blanket	3,603	SY	\$ 6.00	= \$ 21,618.00		\$ 21,618.00
* Permanent Pond/BMP Construction	1,530	CY	\$ 21.00	= \$ 32,121.68	80.00%	\$ 6,424.34
* Permanent Pond/BMP (Spillway)	4	EA	\$ 10,000.00	= \$ 40,000.00		\$ 40,000.00
* Permanent Pond/BMP (Outlet Structure)	4	EA	\$ 15,000.00	= \$ 60,000.00		\$ 60,000.00
Construction Fence	1,959	LF	\$ 3.00	= \$ 5,877.00		\$ 5,877.00
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$ -		\$ -
Vehicle Tracking Control	4	EA	\$ 2,453.00	= \$ 9,812.00	50.00%	\$ 4,906.00
Silt Fence	6,173	LF	\$ 2.60	= \$ 16,049.80	100.00%	\$ -
Stabilized Staging Area	2,000	SY	\$ 3.00	= \$ 6,000.00	100.00%	\$ -
Temporary Seeding		AC	\$ 650.00	= \$ -		\$ -
Temporary Mulch		AC	\$ 777.00	= \$ -		\$ -
Erosion Bales	6	EA	\$ 26.00	= \$ 156.00		\$ 156.00
Erosion Logs/Straw Waddle	9,041	LF	\$ 5.00	= \$ 45,205.00		\$ 45,205.00
Rock Check Dams	6	EA	\$ 518.00	= \$ 3,108.00		\$ 3,108.00
Inlet Protection	22	EA	\$ 173.00	= \$ 3,806.00		\$ 3,806.00
Outlet Protection	6	EA	\$ 173.00	= \$ 1,038.00		\$ 1,038.00
Sediment Basin	5	EA	\$ 1,824.00	= \$ 9,120.00	100.00%	\$ -
Concrete Washout Basin	1	EA	\$ 932.00	= \$ 932.00		\$ 932.00
Rough Street Cut Control	81	EA	\$ 100.00	= \$ 8,100.00		\$ 8,100.00
<i>[insert items not listed but part of construction plans]</i>						
MAINTENANCE (35% of Construction BMPs)				= \$ 36,164.38		\$ 36,164.38
Section 1 Subtotal				= \$ 788,675.36		\$ 335,248.22

* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)

SECTION 2 - PUBLIC IMPROVEMENTS						
ROADWAY IMPROVEMENTS						
Construction Traffic Control	1	LS	\$ 5,000.00	= \$ 5,000.00		\$ 5,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 29.00	= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)	3,978	CY	\$ 52.00	= \$ 206,856.00		\$ 206,856.00
Asphalt Pavement (3" thick)		SY	\$ 14.50	= \$ -		\$ -
Asphalt Pavement (4" thick)	18,317	SY	\$ 20.00	= \$ 366,340.00		\$ 366,340.00
Asphalt Pavement (6" thick)		SY	\$ 30.00	= \$ -		\$ -
Asphalt Pavement (147 lbs/cf) -" thick		Tons	\$ 91.00	= \$ -		\$ -
Raised Median, Paved		SF	\$ 8.30	= \$ -		\$ -
Regulatory Sign/Advisory Sign	11	EA	\$ 311.00	= \$ 3,421.00		\$ 3,421.00
Guide/Street Name Sign	24	EA	\$ 300.00	= \$ 7,200.00		\$ 7,200.00
Epoxy Pavement Marking		SF	\$ 14.00	= \$ -		\$ -
Thermoplastic Pavement Marking	144	SF	\$ 24.00	= \$ 3,456.00		\$ 3,456.00
Barricade - Type 3		EA	\$ 207.00	= \$ -		\$ -
Delineator - Type I		EA	\$ 25.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	384	LF	\$ 31.00	= \$ 11,904.00		\$ 11,904.00
Curb and Gutter, Type B (Median)		LF	\$ 31.00	= \$ -		\$ -
Curb and Gutter, Type C (Ramp)	9,586	LF	\$ 31.00	= \$ 297,166.00		\$ 297,166.00
4" Sidewalk (common areas only)		SY	\$ 50.00	= \$ -		\$ -
5" Sidewalk	5,506	SY	\$ 62.00	= \$ 341,372.00		\$ 341,372.00
6" Sidewalk		SY	\$ 75.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 99.00	= \$ -		\$ -
Gravel Pedestrian Trail	410	SY	\$ 15.00	= \$ 6,150.00		\$ 6,150.00
Pedestrian Ramp	30	EA	\$ 1,190.00	= \$ 35,700.00		\$ 35,700.00
Cross Pan, local (8" thick, 6' wide to include return)	75	LF	\$ 63.00	= \$ 4,725.00		\$ 4,725.00
Cross Pan, collector (8" thick, 8' wide to include return)		LF	\$ 95.00	= \$ -		\$ -
Curb Chase		EA	\$ 1,532.00	= \$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 51.00	= \$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 75.00	= \$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,172.00	= \$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 3,899.00	= \$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 81.00	= \$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 83.00	= \$ -		\$ -
Electrical Conduit, Size =		LF	\$ 17.00	= \$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 439,875	= \$ -		\$ -
<i>[insert items not listed but part of construction plans]</i>						

PROJECT INFORMATION

Coverleaf Filing No. 2

1/19/2022

SF-21-023

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard, Size (W x H)		LF	=	\$ -		\$ -
18" Reinforced Concrete Pipe	832	LF	\$ 67.00	= \$ 55,744.00		\$ 55,744.00
24" Reinforced Concrete Pipe	872	LF	\$ 81.00	= \$ 70,632.00		\$ 70,632.00
30" Reinforced Concrete Pipe	415	LF	\$ 100.00	= \$ 41,500.00		\$ 41,500.00
36" Reinforced Concrete Pipe	137	LF	\$ 124.00	= \$ 16,988.00		\$ 16,988.00
42" Reinforced Concrete Pipe	438	LF	\$ 166.00	= \$ 72,708.00		\$ 72,708.00
48" Reinforced Concrete Pipe	396	LF	\$ 202.00	= \$ 79,992.00		\$ 79,992.00
54" Reinforced Concrete Pipe		LF	\$ 254.00	= \$ -		\$ -
60" Reinforced Concrete Pipe		LF	\$ 298.00	= \$ -		\$ -
66" Reinforced Concrete Pipe		LF	\$ 344.00	= \$ -		\$ -
72" Reinforced Concrete Pipe		LF	\$ 393.00	= \$ -		\$ -
18" Corrugated Steel Pipe		LF	\$ 87.00	= \$ -		\$ -
24" Corrugated Steel Pipe		LF	\$ 99.00	= \$ -		\$ -
30" Corrugated Steel Pipe		LF	\$ 128.00	= \$ -		\$ -
36" Corrugated Steel Pipe		LF	\$ 152.00	= \$ -		\$ -
42" Corrugated Steel Pipe		LF	\$ 174.00	= \$ -		\$ -
48" Corrugated Steel Pipe		LF	\$ 184.00	= \$ -		\$ -
54" Corrugated Steel Pipe		LF	\$ 269.00	= \$ -		\$ -
60" Corrugated Steel Pipe		LF	\$ 290.00	= \$ -		\$ -
66" Corrugated Steel Pipe		LF	\$ 352.00	= \$ -		\$ -
72" Corrugated Steel Pipe		LF	\$ 414.00	= \$ -		\$ -
78" Corrugated Steel Pipe		LF	\$ 476.00	= \$ -		\$ -
84" Corrugated Steel Pipe		LF	\$ 569.00	= \$ -		\$ -
Flared End Section (FES) RCP Size = 18" (unit cost = 6x pipe unit cost)	5	EA	\$ 960.00	= \$ 4,800.00		\$ 4,800.00
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)		EA	=	\$ -		\$ -
End Treatment- Headwall	1	EA	\$ 2,500.00	= \$ 2,500.00		\$ 2,500.00
End Treatment- Wingwall		EA	=	\$ -		\$ -
End Treatment - Cutoff Wall		EA	=	\$ -		\$ -
Curb Inlet (Type R) L=5', Depth < 5'	1	EA	\$ 5,736.00	= \$ 5,736.00		\$ 5,736.00
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,440.00	= \$ -		\$ -
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,637.00	= \$ -		\$ -
Curb Inlet (Type R) L=10', Depth < 5'	2	EA	\$ 7,894.00	= \$ 15,788.00		\$ 15,788.00
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'	4	EA	\$ 8,136.00	= \$ 32,544.00		\$ 32,544.00
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,185.00	= \$ -		\$ -
Curb Inlet (Type R) L=10', Depth > 15'	1	EA	\$ 11,627.00	= \$ 11,627.00		\$ 11,627.00
Curb Inlet (Type R) L=15', Depth < 5'	2	EA	\$ 10,265.00	= \$ 20,530.00		\$ 20,530.00
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'	2	EA	\$ 11,005.00	= \$ 22,010.00		\$ 22,010.00
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,034.00	= \$ -		\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,940.00	= \$ -		\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 12,075.00	= \$ -		\$ -
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,802.00	= \$ -		\$ -
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,932.00	= \$ -		\$ -
Storm Sewer Manhole, Box Base	2	EA	\$ 12,034.00	= \$ 24,068.00		\$ 24,068.00
Storm Sewer Manhole, Slab Base	19	EA	\$ 6,619.00	= \$ 125,761.00		\$ 125,761.00
Geotextile (Erosion Control)		SY	\$ 6.20	= \$ -		\$ -
Rip Rap, d50 size from 6" to 24"	1,850	Tons	\$ 83.00	= \$ 153,550.00		\$ 153,550.00
Rip Rap, Grouted		Tons	\$ 98.00	= \$ -		\$ -
Drainage Channel Construction, Size (W x H)		LF	=	\$ -		\$ -
Drainage Channel Lining, Concrete		CY	\$ 590.00	= \$ -		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 116.00	= \$ -		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,520.00	= \$ -		\$ -
Drainage Channel Lining, Other Stabilization			=	\$ -		\$ -
[insert items not listed but part of construction plans]			=	\$ -		\$ -
				Section 2 Subtotal	= \$ 2,045,768.00	\$ 2,045,768.00
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**						
ROADWAY IMPROVEMENTS						
Aggregate Base Course (135 lbs/cf)	332	CY	\$ 52.00	= \$ 17,264.00		\$ 17,264.00
Asphalt Pavement (4" thick)	1,493	SY	\$ 20.00	= \$ 29,860.00		\$ 29,860.00
Regulatory Sign/Advisory Sign	1	EA	\$ 311.00	= \$ 311.00		\$ 311.00
Guide/Street Name Sign	4	EA	\$ 300.00	= \$ 1,200.00		\$ 1,200.00
Curb and Gutter, Type A (6" Vertical)	490	LF	\$ 31.00	= \$ 15,190.00		\$ 15,190.00
Curb and Gutter, Type C (Ramp)	403	LF	\$ 31.00	= \$ 12,493.00		\$ 12,493.00
5" Sidewalk	222	SY	\$ 62.00	= \$ 13,764.00		\$ 13,764.00

