AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, made between Love In Action, Melody Homes, Inc, Melody Homes, Inc., and Viva Land Ventures, LLC, hereinafter collectively called the "Subdivider," and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "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 Ridge at Lorson Ranch Filing No. 1, entered into a Subdivision Improvements Agreement ("Original Agreement") with the County, which Original Agreement was recorded in the records of the El Paso County Clerk and Recorder on November 3, 2023 at Reception No. 223092089; and

WHEREAS, the County has recently implemented a new procedure for subdivisions in which construction of certain portions of sidewalk may be deferred for a specified period; and

WHEREAS, the Subdivider wishes to amend the Original Agreement in order to take advantage of the new sidewalk construction procedure.

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

- 1. This Amended Agreement replaces and supersedes the Original Agreement in its entirety.
- 2. The Subdivider agrees to construct and install, at its sole expense, all of those improvements as set forth on the Financial Assurance Estimate attached hereto as 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 posted by Love In Action in the form of Irrevocable Letter of Credit from Kirkpatrick Bank in the amount of \$850,677.99 and by Melody Homes in the form of Letter of Credit from Truist in the amount of \$800,366.97 and by Viva Land Ventures in the form of Subdivision Bond from Lexon Insurance in the amount of \$269,221.34 for a total collateral of \$1,920,266.30

[X] If this box is checked, the Subdivider has elected to defer installation of portions of the sidewalk in this Subdivision, pursuant to the terms and conditions of the Sidewalk Addendum attached hereto and incorporated herein by reference.

3. 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 Financial Assurance Estimate attached hereto as Exhibit A have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by the Board of County Commissioners is required.

- 4. 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 Financial Assurance Estimate.
- 5. 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.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. The County agrees to approval of the final plat of Ridge at Lorson Ranch Filing No. 1 subject to the terms and conditions of this Agreement.
- 12. 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.

- 13. This Agreement shall take effect on the date of approval of the Final Plat.
- 14. 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

(Date Final Plat Approved)

Meggan Herington, Executive Director Planning and Community Development Department Authorized signatory pursuant to LDC

Subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023 by Meggan Herington, Executive Director, El Paso County Planning and Community Development Department.

By:

My commission expires: _____

Notary Public

Approved as to form:

County Attorney's Office

SUBDIVIDER:

CHASITY MCMORROW Notary Public State of Colorado Notary ID # 20214001211 2012 day of December, 2023, by: Executed this My Commission Expires 01-12-2025 Love In Action By: Mark, Authorized Signer

Subscribed, sworn to and acknowledged before me this 20 day of December, 2023 by Jeff Mark as Authorized Signer of Love In Action

My commission expires: () 12.2620 lawou Notary nhlic Melody Homes, Inc By: Bill Carlisle, Vice-President

Subscribed, sworn to and acknowledged before me this 22 ND day of December, 2023 by Bill Carlisle as Vice-President of Melody Homes, Inc

My commission expires: 3/26/2025**CHAUNTEL MILLHOLLIN** Notary Public **NOTARY PUBLIC** STATE OF COLORADO NOTARY ID 20214012072 MY COMMISSION EXPIRES 03/26/2025 VIVA LAND VENTURES, LP By: Greg DiDonna, President day of Jennery 31 Subscribed, sworn to and acknowledged before me this _____ by Greg DiDonna as President of Viva Land Ventures, LP _, 2024 2/19/27 My commission expires: Notary Public MICHAEL MARSHALL Notary ID #131899098

My Commission Expires February 19, 2027

Exhibit A – The Ridge at Lorson Ranch Filing No. 1 Financial Assurance Estimate

EXHIBIT A

2022 Financial Assurance Estimate Form

(with pre-plat construction)

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greater than 200,000; \$500,000 min	215,000	CY	\$ 2.00	=	\$ 500,000.00	100.00% \$	
Permanent Seeding (inc. noxious weed mgmnt.)	25	AC	\$ 886.00	=	\$ 22,150.00	80.00% \$	4,430.0
* Mulching	25	AC	\$ 831.00	=	\$ 20,775.00	80.00% \$	4,155.0
Permanent Erosion Control Blanket	45	SY	\$ 7.00	=	\$ 315.00	80.00% \$	63.0
* Permanent Pond/BMP Construction		CY	\$ 22.00	=	\$	5	2
Permanent Pond/BMP (provide engineer's estimate)	1	EA	\$246,655.00	=	\$ 246,655.00	80.00% \$	49,331.0
(Pond C2.1 outlet/wall, Pond F)		EA	Section 1	=	\$ =	s	
Safety Fence		LF	\$ 3.00	=	\$	l s	-
Temporary Erosion Control Blanket		SY	\$ 3.00	=	n s	s	
Vehicle Tracking Control	3	EA	\$ 2,625.00	=	\$ 7,875.00	80.00% \$	1,575.0
Silt Fence	4,800	LF	\$ 3.00	=	\$ 14,400.00	80.00% \$	2,880.0
Temporary Seeding	65	AC	\$ 695.00	-	\$ 45,175.00	80.00% \$	9,035.0
Temporary Mulch	65	AC	\$ 831.00	=	\$ 54,015.00	80.00% \$	10,803.0
Erosion Bales	100	EA	\$ 28.00	=	\$ 2,800.00	80.00% \$	560.0
Erosion Logs/Straw Wallies	1,000	LF	\$ 6.00	=	\$ 6,000.00	80.00% \$	1,200.0
Rock Check Dams	1,000	EA	\$ 554.00	=	\$ 0,000.00	\$	1,200.0
Inlet Protection		EA	\$ 185.00	=	\$ 740.00	the second se	740.0
Sediment Basin	1	EA	\$ 1,952.00	=	\$ 1,952.00	5	1,952.0
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Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 1 Durb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) " Sidewalk (common areas only) " Sidewalk " Sidewalk Padestrian Ramp	41 104 4,790 630 8 13,400 28,230 3,667 300 114	SY SY Tons SF EA SF EA SF EA LF LF SY SY SY EA	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 220.00 \$ 32.00 \$ 30.00 \$ 30.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ \$ 903,360.00 \$ 194,351.00 \$ 195,800.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 195,800.00 \$ 195,800.00 \$ 194,351.00 \$ 195,800.00 \$ 1	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 16,380.0 1,768.0 85,760.0 194,351.0 19,800.0 19,800.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Buide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade – Type 3 Delineator – Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) " Sidewalk (common areas only) " Sidewalk " Sidewalk " Sidewalk " Sidewalk Pedestrian Ramp Cross Pan, local (8" thick, 6' wide to include return)	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SF EA SF EA SF EA F L F L F SY SY SY SY SY SY SY SY SY SY SY SY SF EA F EA F EA F EA F EA F EA F EA F E	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 22.00 \$ 22.00 \$ 32.00 \$ 106.00 \$ 106.00 \$ 1,273.00 \$ 67.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ \$ 903,360.00 \$ \$ 903,360.00 \$ 194,351.00 \$ 194,351.00 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ 195,000 \$ \$ \$ 195,000 \$ \$ \$ 195,000 \$ \$ \$ 195,000 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 16,380.0 1,768.0 85,760.0 180,672.0 194,351.0 19,800.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Epoxy Pavement Marking Delineator - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) I" Sidewalk Sidewalk Pedestrian Ramp Cross Pan, Iccal (8" thick, 6' wide to include return) Cross Pan, collector (9" thick, 8' wide to include return)	41 104 4,790 630 8 13,400 28,230 3,667 300 114	SY SY SY EA EA SF EA EA LF LF SY SY SY EA LF LF	\$ 16.00 \$ 21.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 32.00 \$ 33.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 33.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 22.00 \$ 32.00 \$ 53.00 \$ 53.00 \$ 56.00 \$ 57.00 \$ 57.00 \$ 32.00 \$ 57.00 \$		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 19,800.00 \$ 19,800.00 \$ 19,800.00 \$ 19,800.00 \$ 19,800.00 \$ 19,800.00 \$ 11,220.00 \$ 11,220.00	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 16,380.0 1,768.0 85,760.0 194,351.0 19,800.0 19,800.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Ragulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Jolineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type C (Ramp) "Sidewalk (common areas only) "Sidewalk "Sidewalk "Sidewalk "Sidewalk "Sidewalk Padestrian Ramp Cross Pan, local (8" thick, 6" wide to include return) Curb Chase	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SY SEA EA SF EA F EA LF LF Y YY A F F A LF EA LF LF EA LF A S A S A LF EA LF A S A LF TA LF A A L A L A LF A L A L A L A L A A	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 32.00 \$ 53.00 \$ 66.00 \$ 106.00 \$ 106.00 \$ 106.00 \$ 102.00 \$ 103.00 \$ 10		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 16,380.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 194,351.00 \$ 19,800.00 \$ 194,351.00 \$ 194,20.00 \$ 194,20.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 194,200.00 \$ 11,220.00 \$ 10,200 1	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 1,768.0 1,768.0 185,760.0 194,351.0 19,800.0 145,122.0 10,318.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 Ibs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Guide/Street Name Sign Epoxy Pavement Marking Demospheric Pavement Marking Barricade - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) "Sidewalk" "Sidewalk "Sidewalk" "	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SY SEA AFF AAFF LF Y SY YAF AFF AFF AFF AFF SY YYAFF LF AFF AFF AFF AFF AFF AFF AFF AFF A	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 220.00 \$ 32.00 \$ 30.00 \$ 106.00 \$ 102.00 \$ 102.00 \$ 55.00 \$ 55.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 194,250.00 \$ 194,250.00 \$ 194,250.00 \$ 194,250.00 \$ 194,250.00 \$ 194,250.00 \$ 11,220.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 10,200,00 \$ 10,200,00 \$ 10,200,0000 \$ 10,200,0000 \$ 10,200,00000000000000000000000000000000	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 1,768.0 1,768.0 185,760.0 194,351.0 19,800.0 145,122.0 10,318.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 Ibs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 4 (6" Vertical) Durb and Gutter, Type A (6" Vertical) Durb and Gutter, Type B (Median) Durb and Gutter, Type C (Ramp) " Sidewalk (common areas only) " Sidewalk "	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SY SFA A FF EAA FF YS SY SY A FF A FF LF YS SY SY A FF A FF LF LF LF	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 22.00 \$ 32.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 5.00 \$ 106.00 \$ 102.00 \$ 5.500 \$ 0.00 \$ 1.273.00 \$ 0.00 \$ 0.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ \$ 903,360.00 \$ 194,351.00 \$ 19,800.00 \$ 194,351.00 \$ 19,800.00 \$ 194,351.00 \$ 19,800.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 19,800.00 \$ 11,768.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 19,800.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	80.00% \$ 80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 1,768.0 1,768.0 185,760.0 194,351.0 19,800.0 145,122.0 10,318.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Guide/Street Name Sign Epoxy Pavement Marking Phermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) " Sidewalk (common areas only) " Sidewalk Pedestrian Ramp Cross Pan, local (8" thick, 6' wide to include return) Cross Pan, collector (9" thick, 8' wide to include return) Curb Chase Duardrail Type 3 (W-Beam) Suardrail Type 3 (W-Beam) Suardrail Type 7 (Concrete) Suardrail End Anchorage	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SY Tons FAAFFAAFLLFY SY SY SAFFAA LFA LFALFA LFA	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 9.00 \$ 33.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 27.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 53.00 \$ 80.00 \$ 106.00 \$ 1,639.00 \$ 55.00 \$ 80.00 \$ 2,324.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	80.00% \$ 80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 1,768.0 1,768.0 185,760.0 194,351.0 19,800.0 145,122.0 10,318.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Guide/Street Name Sign Epoxy Pavement Marking Epoxy Pavement Marking Delineator - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) *" Sidewalk *" Sidewalk *" Sidewalk *" Sidewalk Pedestrian Ramp Cross Pan, local (8" thick, 6' wide to include return) Cross Pan, collector (9" thick, 8' wide to include return) Curb Chase Guardrail Type 3 (W-Beam) Suardrail Type 7 (Concrete) Suardrail End Anchorage Guardrail Impact Attenuator	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY SY STORE A REAL FOR THE SY SY SY STORE AND SEA A REAL FOR SY SY A REAL FOR A REAL	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 32.00 \$ 55.00 \$ 106.00 \$ 106.00 \$ 106.00 \$ 106.00 \$ 106.00 \$ 32.00 \$ 32.00 \$ 55.00 \$ 30.00 \$ 30.00 \$ 30.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 55.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 55.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 32.00 \$ 55.00 \$ 32.00 \$ 35.00 \$ 3		\$ \$ \$ 1,863,855.00 \$ 20,800.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 11,220.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	80.00% \$ 80.00% \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 16,380.0 1,768.0 85,760.0 180,672.0 194,351.0 19,800.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 Ibs/cf) <u>4</u> " thick Raised Median, Paved Ragulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 3 Delineator - Type 4 (6" Vertical) Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median) Curb and Gutter, Type C (Ramp) "Sidewalk "Sidewal	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY STORF EA AF FEA LF LF Y SY SY AF FEA AF FEA AF LF LF Y SY Y AF FEA LF LF AF LF AF LF AF LF AF LF AF LF	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 32.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 4.72.00 \$ 32.00 \$ 4.72.00 \$ 80.00 \$ 4.72.00 \$ 80.00 \$ 80.00 \$ 7.20 \$ 7.20 \$ 7.20 \$ 7.20 \$ 7.20 \$ 80.00 \$ 1.63.00 \$ 2.324.00 \$ 4.172.00 \$ 8.700 \$ 4.172.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 80.00% \$ \$ \$ 80.00% \$ \$ \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 16,380.0 1,768.0 85,760.0 180,672.0 194,351.0 19,800.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 Ibs/cf)4" thick Raised Median, Paved Regulatory Sign/Advisory Sign Suide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Durb and Gutter, Type A (6" Vertical) Durb and Gutter, Type C (Ramp) " Sidewalk " Side	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY STORF EA AFFEAA FFFY SY SY AFFEAAFFEAAFFEAAFFEAAFFEAAFFEAAFFEAAFF	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 220.00 \$ 32.00 \$ 30.00 \$ 30.00 \$ 30.00 \$ 4.02.00 \$ 5.00 \$ 5.00 \$ 4.02.00 \$ 5.00 \$ 80.00 \$ 4.02.00 \$ 5.00 \$ 80.00 \$ 4.02.00 \$ 80.00 \$ 80		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 1,768.00 \$ 428,800.00 \$ 428,800.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	80.00% \$ 80.00% \$ 80.00% \$ \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653.0 20,800.0 71,850.0 1,768.0 1,768.0 185,760.0 194,351.0 19,800.0 145,122.0 10,318.0
Asphalt Pavement (4" thick) Asphalt Pavement (6" thick) Asphalt Pavement (147 lbs/cf) <u>4</u> " thick Raised Median, Paved Regulatory Sign/Advisory Sign Guide/Street Name Sign Epoxy Pavement Marking Thermoplastic Pavement Marking Barricade - Type 3 Delineator - Type 1 Curb and Gutter, Type A (6" Vertical) Curb and Gutter, Type B (Median)	41 104 4,790 630 8 13,400 28,230 3,667 300 114 770	SY SY STORF EA AF FEA LF LF Y SY SY AF FEA AF FEA AF LF LF Y SY Y AF FEA LF LF AF LF AF LF AF LF AF LF AF LF	\$ 16.00 \$ 21.00 \$ 32.00 \$ 97.00 \$ 9.00 \$ 333.00 \$ 200.00 \$ 15.00 \$ 26.00 \$ 221.00 \$ 221.00 \$ 221.00 \$ 32.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 53.00 \$ 4.72.00 \$ 32.00 \$ 4.72.00 \$ 80.00 \$ 4.72.00 \$ 80.00 \$ 80.00 \$ 7.20 \$ 7.20 \$ 7.20 \$ 7.20 \$ 7.20 \$ 80.00 \$ 1.63.00 \$ 2.324.00 \$ 4.172.00 \$ 8.700 \$ 4.172.00		\$ \$ 1,863,855.00 \$ 13,653.00 \$ 20,800.00 \$ 71,850.00 \$ 16,380.00 \$ 16,380.00 \$ 17,850.00 \$ 16,380.00 \$ 17,850.00 \$ 16,380.00 \$ 17,850.00 \$ 16,380.00 \$ 17,850.00 \$ 16,380.00 \$ 17,850.00 \$ 16,380.00 \$ 1,768.00 \$ 903,360.00 \$ 903,360.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 194,351.00 \$ 11,220.00 \$ \$ 11,220.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 80.00% \$ \$ \$ 80.00% \$ \$ \$ 80.00% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,653. 20,800. 71,850. 1,768. 85,760. 180,672. 194,351. 19,800. 145,122. 10,318.

The Ridge at Lorson Ranch Fil. No. 1			INFORMATIC 12/8/2023					
Project Name			Date		-		PCD File No. 2	2-004
			Unit		1.		(with Pre	Plat Construction)
Description	Quantity	Units	Cost			Totai	% Complete	Remaining
a second second second second second					\$	-		\$.
[insert items not listed but part of construction plans]				=	\$	*	21212123	\$ 🖂
TORM DRAIN IMPROVEMENTS	NAMES OF A DOCUMENT						1	
Concrete Box Culvert (M Standard), Size (W x H)		LF	L	=	\$	2		\$ -
18" Reinforced Concrete Pipe	885	LF	\$ 70.00	=	\$	61,950.00	80.00%	\$ 12,390.0
24" Reinforced Concrete Pipe	285	LF	\$ 83.00	=	\$	23,655.00	80.00%	\$ 4,731.0
30" Reinforced Concrete Pipe	345	LF	\$ 104.00	=	\$	35,880.00	80.00%	\$ 7,176.0
36" Reinforced Concrete Pipe	536	LF	\$ 128.00	=	\$	68,608.00	80.00%	\$ 13,721.6
42" Reinforced Concrete Pipe	245	LF	\$ 171.00		\$	41,895.00	80.00%	\$ 8,379.0
48" Reinforced Concrete Pipe	310	LF	\$ 209,00	=	\$	64,790.00	80.00%	\$ 12,958.0
54" Reinforced Concrete Pipe	1-	LF	\$ 272.00		\$			\$ -
60" Reinforced Concrete Pipe	and the second s	LF	\$ 319.00	-	\$		C LOS	\$ -
66" Reinforced Concrete Pipe	and the second s	LF	\$ 368.00	=	\$	•	12.	\$ -
72" Reinforced Concrete Pipe		LF	\$ 421.00	=	\$	-	107.00	\$ -
18" Corrugated Steel Pipe	A Comment	LF	\$ 90.00	=	\$	-	-	\$ -
24" Corrugated Steel Pipe	1. A 1. A 1. A	LF	\$ 103.00	=	\$	5 J	A. Station	\$ -
30" Corrugated Steel Pipe		LF	\$ 131.00	=	\$	1		\$-
36" Corrugated Steel Pipe		LF	\$ 157.00	=	\$	•	the second se	ş -
42" Corrugated Steel Pipe		LF	\$ 180.00	-	\$	•	- Summer State	\$-
48" Corrugated Steel Pipe	Los Chiland	LF	\$ 190.00	=	\$		and the second second	\$-
54" Corrugated Steel Pipe	the second second	LF	\$ 278.00	ā	\$	121	1.000	\$ -
60" Corrugated Steel Pipe		LF	\$ 300.00	=	\$	55.1	Contraction (\$-
66" Corrugated Steel Pipe	in the second se	LF	\$ 364.00	=	\$		Sec. 32. 3	\$ -
72" Corrugated Steel Pipe	and and and the	LF	\$ 428.00	=	\$	(e)	R. 4	\$-
78" Corrugated Steel Pipe	and a set of a set	Ļ۴	\$ 492.00	=	\$	380 1		\$ +
84" Corrugated Steel Pipe		LF	\$ 588.00	=	\$	8 - 2		\$ -
Flared End Section (FES) RCP Size = (unil cost = 6x pipe unit cost)		F A			\$	340	32	s 🔹
Flared End Section (FES) CSP Size =	and a summer of the second	EA	A		2517			ă.
(unit cost = iix pipe unit cost)		EA		=	\$	3.55	1	\$ *
End Treatment- Headwall	T - 11	EA	2.1	=	\$		20.12.2	\$ *
End Treatment- Wingwall	1	EA	1.000		\$			r \$ €
End Treatment - Cutoff Wall	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	EA		=	\$		and the second se	\$ *
Curb Inlet (Type R) L=5', Depth < 5'	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ĒA	\$ 6,138.00	=	ŝ	545		s a
Curb Inlet (Type R) L=5', 5'≤ Depth < 10'	and the second se	EA	\$ 7,981.00	=	\$	- Can 1	and the second se	s e
Curb Inlet (Type R) L =5', 10'≤ Depth < 15'		EA	\$ 9,242.00	-	\$			\$
Curb iniet (Type R) L =10', Depth < 5'		EA	\$ 8,447.00	-	\$		the second se	* ÷
Curb Inlet (Type R) L =10', 5'≤ Depth < 10'	5	EA	\$ 8,706.00	=	\$	43,530.00	and the second s	\$ 8,706.0
Curb Inlet (Type R) L =10', 10'≤ Depth < 15'	and the second sec	EA	\$ 10,898.00		\$		and the second se	\$ =
Curb Inlet (Type R) L =15', Depth < 5'	a sum a s	EA	\$ 10,984.00	14	\$	a 2	the second se	s Ia
Curb Iniel (Type R) L =15', 5'≤ Depth < 10'	9	EA	\$ 11,775.00	=	s	105,975.00	and the second se	\$ 21,195.00
Curb Iniet (Type R) L =15', 10'≤ Depth < 15'		EA	\$ 12,876.00	=	s		1 Acres 6 (1997)	\$
Curb Inlet (Type R) L =20', Depth < 5'	1	EA	\$ 11,706.00	=	5		V-12-12-12	* *
Curb Inlet (Type R) L =20', 5'≤ Depth < 10'	6	EA	\$ 12,920.00	=	\$	77,520.00	80.00%	\$ 15,504.00
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,138.00	-	é		00.0010	¢ 15,50 mo.
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,347.00		÷		· · · · · · · · · · · · · · · · · · ·	t Na
Storm Sewer Manhole, Box Base	7	EA	\$ 12,876.00	-	ŝ	90,132.00	80.00%	\$ 18,026.40
Storm Sewer Manhole, Slab Base	10	EA	\$ 7,082.00	=	\$	70,820.00	80.00%	\$ 14,164.00
Seatextile (Erosion Control)	1	SY	\$ 7.00		\$	10,020100		¢ 1,20,80
Rip Rap, d50 size from 6" to 24"	A	Tons	\$ 89.00	-	÷		and the second second	e a
lip Rap, Grouted		Tons	\$ 105.00		s	14		• 020
Iralnage Channel Construction, Size (W x H)	1.20	LF	Ś		\$			• Nar
Prainage Channel Lining, Concrete	the second	CY	\$ 631.00		\$			\$
Prainage Channel Lining, Rip Rap	1	CY	\$ 124.00	-	\$	22 - 1 7•		•
Prainage Channel Lining, Grass	1	AC	\$ 1,626.00			28 2 4		•
Drainage Channel Lining, Other Stabilization	- mo			1				• 172 • 122
, since and granter or an analysis			N				1	
nsert items not listed but part of construction plans]							A.1	\$ \$
Subject to defect warranty financial assurance. A minimum of 20% sha	1	1			-39	2	- So therein	7 ((2)
retained until final acceptance (MAXIMUM OF 80% COMPLETE LOWED)		Sectio	n 2 Subtotal	=	\$	5,213,411.00		\$ 1,429,661.40

The Ridge at Lorson Ranch Fil. No. 1		RUJECI	INFORMATIO	JIN	and the second	The state of the	and straight
Project Name	-		12/8/2023				
Project Name			Date			PCD File No. 22-	004
			Unit			(with Pre-Pl	at Construction)
Description	Quantity	Units	Cost		Total	% Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPR	OVEMENTS (Pr	ivate or	District and N	OT Maint	ained by EPC)**		1.2010011
ROADWAY IMPROVEMENTS							
and the second s			to an internet		\$ 💷	\$	2
			- Crate	=	\$	\$	
	- 11-11		1	-	\$ it.	\$	25
	1 C		100 March 10	2	\$ -	\$	
			1 N I I	=	\$ 8	\$	
	1			-	\$ 14	\$	
STORM DRAIN IMPROVEMENTS (Excep	tion: Permanent Pon	d/BMP shal	I be itemized unde	r Section 1)			
	the state of the		1000 to 1000	=	\$	\$	1.2
	10.55. 2 5. 1		23 23	=	\$ 3	\$	
	1		1.1	~	\$ ×	\$	-
	1.			=	\$ ×	\$	(a)
	4 4 1 4 1 1			= 2	\$ 😤	\$	-
				=	\$	\$	
VATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	17,600	LF	\$ 71.00	.#.:	\$ 1,249,600.00	100.00% \$	94
Water Main Pipe (Ductile Iron), Size 8"	3,730	LF	\$ 83.00		\$ 309,590.00	100.00% \$	
Gate Valves, 8"	77	EA	\$ 2,058.00	=	\$ 158,466.00	100.00% \$	
Fire Hydrant Assembly, w/ all valves	35	EA	\$ 7,306.00	=	\$ 255,710.00	100.00% \$	3
Water Service Line Installation, inc. tap and valves	537	EA	\$ 1,466.00		\$ 787,242.00	100.00% \$	-
Fire Cistern Installation, complete		EA	Le contratte		\$	5	
	1			=	\$ 8	5	
[insert items not listed but part of construction plans]				=	\$ *	s	9
ANITARY SEWER IMPROVEMENTS			<u> </u>				
Sewer Main Pipe (PVC), Size 8*	18,745	LF	\$ 71.00	=	\$ 1,330,895.00	100.00% \$	2 2
Sanitary Sewer Manhole, Depth < 15 feet	58	EA	\$ 4,858.00		\$ 281,764.00	100.00% 5	
Sanitary Service Line Installation, complete	535	EA	\$ 1,553.00	=	\$ 830,855.00	100.00% \$	
Sanitary Sewer Lift Station, complete		EA	1	=	\$ -	5	
4° underdrain	18,745	LF	\$ 25.00	=	\$ 468,625.00	100.00% 5	2
[insert items not listed but part of construction plans]				-	\$ -	\$	÷
ANDSCAPING IMPROVEMENTS	(For subdivision spec	lic conditio	on of approval, or F	UD)			
landscaping improvements	1	LS	\$350,000.00	=	\$ 350,000.00	\$	350,000.0
		EA		-	\$ -	\$	*
		EA		=	\$	5	*
	1.00	EA		=	s e	s	
	1	EA	1.5	-	s 12	\$	<u>ت</u> و
 Section 3 is not subject to defect warranty requirements 	7	Sectio	n 3 Subtotal	=	\$ 6,022,747.00		350,000.00

The Ridge at Lorson Ranch Fil. No. 1			12/8/2023			and an address to		
Project Name	-		Date				PCD File No. 22-	004
Description	Quantity	Units	Unit Cost			Total	(with Pro-P	at Construction) Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent POND/BMP CERTIFICATION (inc. elevations and volume		LS LS	\$ 4,000.00 \$ 2,000.00 (Sum of all se	= Tota	\$ \$ Il Constru ntais plus as	4,000.00 2,000.00 Iction Financia -builts and pond/B	\$ \$ If Assurance _ <u>\$</u> MP certification)	4,000.00 2,000.00 12,212,890.90
	Total Remain (Sum of all	ing Constr section totals	uction Fina less credit for	ncial Ass tems comp	urance (v Note plus as	with Pre-Plat C -builts and pond/B	onstruction)	1,920,266.30
DOMADO REG.	(2	0% of all item	s Identified as	Total D *). To be co	efect War oflateralized	ranty Financia at time of prelimin	il Assurance <u></u>	1,200,661.20
A P A	rin De of costs for the w					lan and Constructi	on Drawings associ	ated with the Project.
Approveli th Differ / Applicant			Date	20/23				
Approved by El Paso County Engineer / ECM Administrator		8	Date			-		

SIDEWALK ADDENDUM

Ridge at Lorson Ranch Filing No .1

The County and Subdivider hereby agree as follows:

1. The Subdivider shall be required to install sidewalks adjacent to all Subdivision tracts and open space parcels in connection with construction of public roads and pursuant to the provisions of the Subdivision Improvements Agreement. These sidewalk portions have been included in the Financial Assurance Estimate attached hereto as Exhibit A.

2. The provisions of this Sidewalk Addendum shall apply to all other segments of sidewalk within the Subdivision ("Deferred Sidewalks") and shall control in the event of any conflict with the provisions of the Subdivision Improvements Agreement. The Deferred Sidewalks are depicted in the drawing attached hereto as Exhibit B.

3. The Subdivider may defer construction of Deferred Sidewalks. Each segment of a Deferred Sidewalk must be constructed prior to the earlier of a) issuance of a certificate of occupancy for the lot to which the Deferred Sidewalk is adjacent, or b) two years after preliminary acceptance of the Subdivision improvements included in the Financial Assurance Estimate attached hereto as Exhibit A.

4. The Financial Assurance Estimate for the Deferred Sidewalks is attached hereto as Exhibit C. Collateral for completion of the Deferred Sidewalks shall be provided by Love In Action in the form of Irrevocable Letter of Credit from Kirkpatrick Bank in the amount of \$535,055.41, by Melody Homes in the form of Letter of Credit from Truist in the amount of \$503,411.03 and by Viva Land Ventures in the form of Subdivision Bond from Lexon Insurance in the amount of \$169,333.56 for <u>a</u> total collateral of \$1,207,800.00

5. Pedestrian ramps must be constructed at the same time the sidewalk for the tract, parcel, or lot to which the pedestrian ramp is adjacent is constructed. Collateral for pedestrian ramps shall be included in the appropriate Financial Assurance Estimate, depending on location.

6. Deferred Sidewalks shall be eligible for preliminary acceptance only as a whole upon completion of the last segment of Deferred Sidewalk. Preliminary acceptance of the Deferred Sidewalks shall be followed by a two-year defect warranty period, for which collateral acceptable to the County shall be provided.

7. The Subdivider hereby agrees, for itself and its successors and assigns, to indemnify, defend, and hold harmless El Paso County and its officials, employees, from any and all loss, costs, damage, injury, liability, attorney's fees, claim, lien, demand, action and cause of action whatsoever, whether at law or in equity, arising from or related to any suit, claim, or allegation before any court or administrative body that this Agreement, including the Sidewalk Addendum, its implementation or enforcement, or the planning, design, construction, installation, and acceptance by the County of sidewalks in this Subdivision, including but not limited claims of violation of any federal, state, or local law, including but not limited to the Americans with Disabilities Act, or any regulation promulgated thereunder.

8. Final acceptance of the Exhibit A Improvements may only occur concurrent with or after preliminary acceptance of the Deferred Sidewalks

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By:

Meggan Herington, Executive Director Planning and Community Development Department Authorized signatory pursuant to LDC

SUBDIVIDER:

Executed this _ 20th day of Deunsel , 20**23**, by: Love In Action By: lark, Authorized Signer Jeff

By:

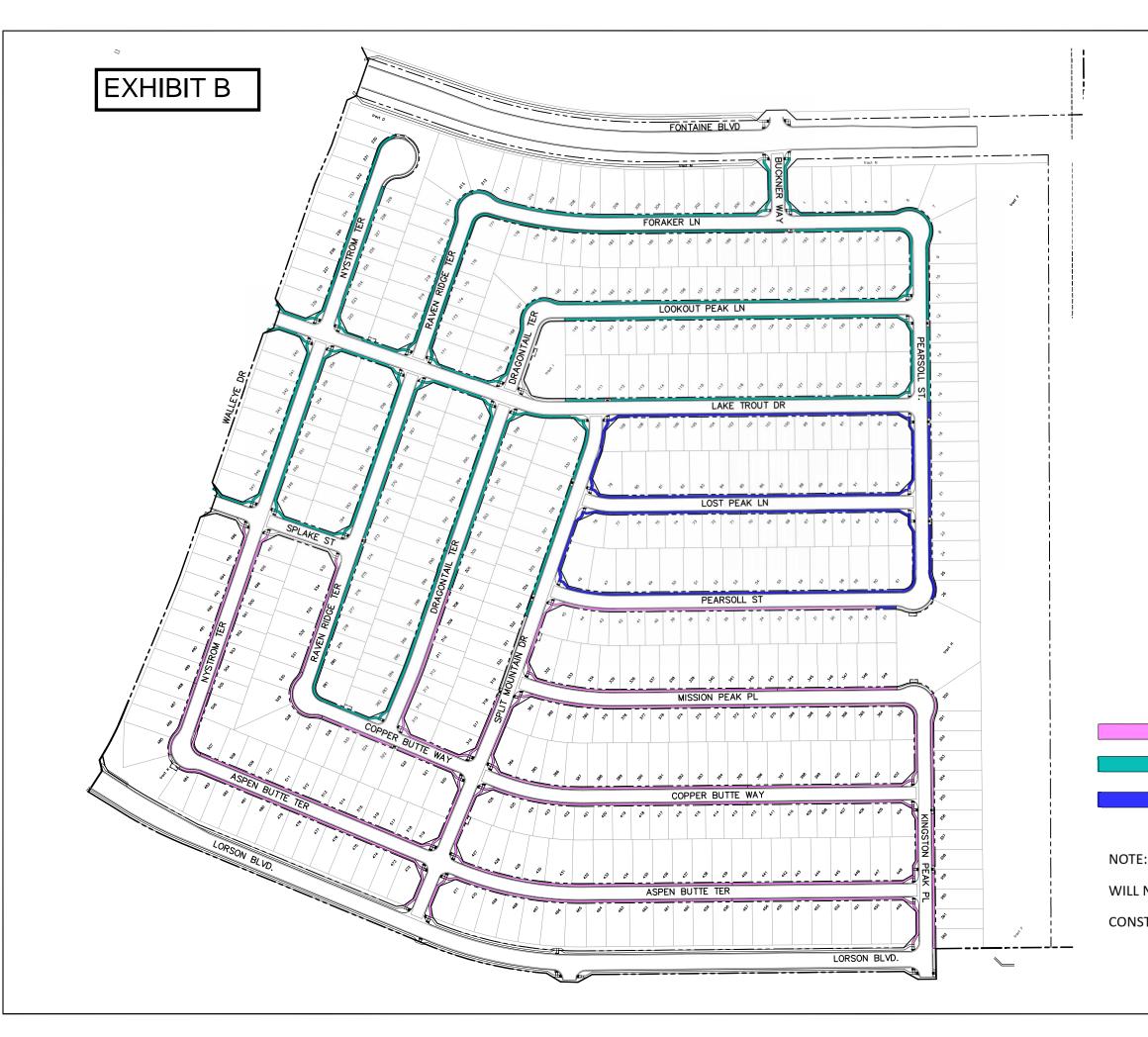
Melody Homes, Inc

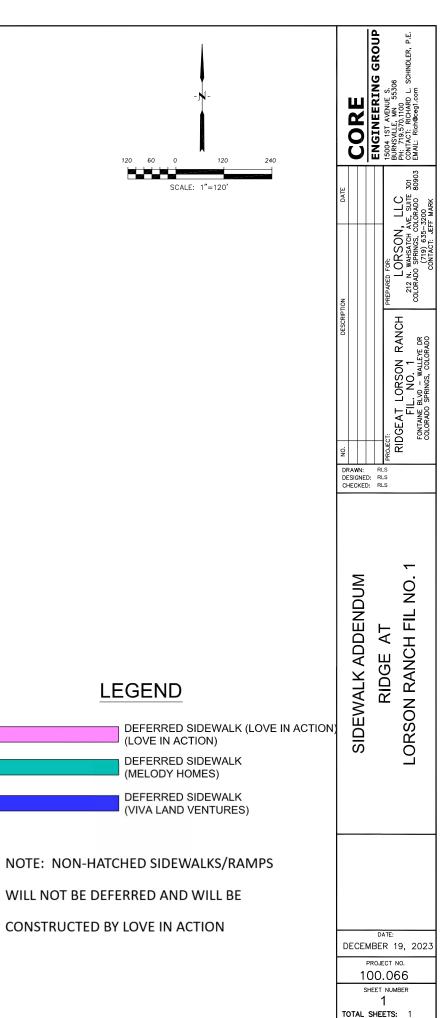
VIVA LAND VENTURES, LP

By: Lato

Bill Carlisle, Vice-President

Greg DiDonna, President





2023 Financial Assurance Estimate Form



(Sidewalk Addendum)

Ridge at Lorson Ranch Fil. No. 1	CALCULATION OF THE	ROJECT	INFORMAT	ION		Updated: 10/2023
			12/8/2023	A CONTRACTOR OF A CONTRACTOR A	And the second sec	
Project Name			Date		PCD File No.	22-004
					PED FILE NO.	22.004
	1 1		Unit			1
Description	Quantity	Units	Cost			Total
SECTION 2A - PUBLIC IMPROVEMENTS *	a start of the	1. 2.		CONTRACT OF	The second second second	Section and Convert
Deferred Sidewalk Improvements						
5" Thick Deferred Sidewalk	18,300.0	SY	\$ 68.00	=		\$ 1,207,800.
6" Thick Deferred Sidewalk		SY	\$ 87.00	-		\$.
8" Thick Deferred Sidewalk		SY	\$ 116.00			\$
Pedestrian Ramp		EA	\$ 1,390.00	_		
[insert items not listed but part of construction plans]			1	_		\$
the dynamic neture of construction projects and cos	1				nty Financial Assurance	
pprovals hereby certify that this is an accurate and complete estimate	te of costs for the wor	'k as shown	on the Grading	and Erosion Control Plan	and Construction Drawings ass	oclated with the Project
pprovals hereby certify that this is an accurate and complete estimate Sigineer (P.E. Seal Required) hypproved by Owner / Applicant	The of costs for the wor	k as shown	on the Grading		and Construction Drawings ass	oclated with the Projec