

MS 227

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El Paso County, CO  
  
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Pages 224059945

SUBDIVISION IMPROVEMENTS AGREEMENT Amended

THIS AGREEMENT, made between Hampton Yard II, LLC, hereinafter 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 Space Village Filing No. 4 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 incorporated herein; 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(s) Space Village Filing No. 4 GEC Plans 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 CASH.

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

1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on the Financial Assurance Estimate attached as Exhibit A hereto. 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 in the form of Cash in the amount of ~~\$249,871.83~~ \$166,252.67 deposited with the El Paso County Treasurer's Office.
2. 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 Exhibit A 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.
3. 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.

4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A 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(s) 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(s).
10. The County agrees to approval of the final plat of Space Village Filing No. 4 Subdivision 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 by the Board of County Commissioners.
13. The Subdivider(s) agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay road 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

For the Director

By: [Signature] Planning Manager  
Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of JUNE, 2024, by MEGGAN HERINGTON Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: JUNE 30<sup>TH</sup>, 2026

[Signature]  
Notary Public



HAMPTON YARD 11, LLC

*JSR*

By: \_\_\_\_\_  
Title: *Manager*

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2024, by Jeffrey S. Roberts *Manager* of Hampton Yard 11, LLC.

Witness my hand and official seal.

My commission expires: 11/18/2027

*Lindsay J. Gault Drakos*

Signed by: Lindsay J Gault Drakos  
Date & Time: Jun 17, 2024 13:30:50 MDT

Notary Public

LINDSAY JORDAN GAULT DRAKOS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194043505  
MY COMMISSION EXPIRES NOVEMBER 18, 2027

**Exhibit A**

2024 Financial Assurance Estimate Form  
(with pre-plot construction)

Version: 10/2023

PROJECT INFORMATION						
Project Name: <b>Seneca Village Paving Ph. 4</b>		Date: <b>4/28/2024</b>		MS227		
Project No.:		Date:		B/C/D File No.:		
Description	Quantity	Units	Unit Cost	Total	[with Pre-Plot Construction]	
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
Earthwork						
less than 1,000 sq. yds		CY	\$ 8.00			
1,000-5,000 sq. yds		CY	\$ 6.00			
5,001-25,000 sq. yds		CY	\$ 5.00			
25,001-50,000 sq. yds		CY	\$ 3.50			
50,001-200,000 sq. yds		CY	\$ 2.50			
greater than 200,000 sq. yds		CY	\$ 2.00			
Permanent Erosion Control Banket		SY	\$ 9.00			
Permanent Seeding (inc. narrow wheel rippers) & Mulching	20.8	AC	\$ 2,018.00	4,036.00		4,036.00
Permanent Post-BMP (provide engineer's estimate)	2	EA	\$ 15,000.00	30,000.00		30,000.00
Drainage Filter Fabrication	945	CY	\$ 5.00	4,725.00		4,725.00
(Channel, Swale & Land Reclamation)						
Drainage Filter Lining Seep	3.2	AC	\$ 1,875.00	6,000.00		6,000.00
(Channel, Swale & Land Reclamation)						
Drainage Filter Fabrication	60	Ton	\$ 64.00	3,840.00		3,840.00
Concrete Washout Basin	1	EA	\$ 1,172.00	1,172.00		1,172.00
Inlet Protection	3	EA	\$ 217.00	651.00		651.00
Rock Check Dam	18	EA	\$ 651.00	11,718.00		11,718.00
Safety Fence	3,205	LF	\$ 3.00	9,615.00		9,615.00
Sediment Basin		EA	\$ 2,294.00			
Sediment Trap	2	EA	\$ 538.00	1,076.00		1,076.00
Site Fence		LF	\$ 4.00			
Storm Drain		EA	\$ 33.00			
Storm Drain	3,488	LF	\$ 3.00	10,464.00		10,464.00
Surface Roughening	32.8	AC	\$ 257.00	8,429.60		8,429.60
Temporary Erosion Control (Barricade)	1,376	SY	\$ 2.00	2,752.00		2,752.00
Temporary Seeding and Mulching		AC	\$ 1,708.00			
Vehicle Tracking Control	1	EA	\$ 3,085.00	3,085.00		3,085.00
MAINTENANCE (25% of Construction BMPs)				20,794.47		20,794.47
<b>Section 1 Subtotal</b>				<b>\$ 128,786.67</b>		<b>\$ 128,786.67</b>
SECTION 2 - PUBLIC IMPROVEMENTS *						
ROADWAY IMPROVEMENTS						
Construction Traffic Control		LS				
Aggregate Base Course (135 Bk-ft)		Tons	\$ 37.00			
Aggregate Base Course (175 Bk-ft)		CY	\$ 66.00			
Asphalt Pavement (2" thick)		SY	\$ 26.00			
Asphalt Pavement (4" thick)		SY	\$ 52.00			
Asphalt Pavement (6" thick)		Tons	\$ 124.00			
Asphalt Pavement (1147 Bk-ft)		SY	\$ 26.00			
Reinforced Concrete Paved		EA	\$ 793.00			
Regulatory Sign/Advisory Sign		EA				
Reinforced Concrete Sign		SY	\$ 27.00			
Thermoplastic Pavement Marking		SY	\$ 30.00			
Barriade - Type 3		EA	\$ 799.00			
Drainage - Type 1		LF	\$ 18.00			
Curb and Gutter, Type A (5" Vertical)		LF	\$ 36.00			
Curb and Gutter, Type B (6" Vertical)		LF	\$ 36.00			
Curb and Gutter, Type C (8" Vertical)		SY	\$ 62.00			
5" Sidewalk		SY	\$ 71.00			
6" Sidewalk		SY	\$ 84.00			
8" Sidewalk		SY	\$ 125.00			
Pedestrian Ramp		LF	\$ 79.00			
Cross Plot, total (8" thick, 8" wide to include millim)		LF	\$ 139.00			
Curb Opening with Drainage Chase		EA	\$ 1,926.00			
Concrete Type 3 (W/Bases)		LF	\$ 65.00			
Concrete Type 2 (Concrete)		LF	\$ 98.00			
Concrete End Anchorage		EA	\$ 2,731.00			
Concrete Impact Anchorage		EA	\$ 490.00			
Sound Barrier Fence (DANU 6' high)		LF	\$ 107.00			
Sound Barrier Fence (Concrete 6' high)		LF	\$ 105.00			
Erosion Control		EA	\$ 21.00			
Traffic Sign, (provide engineer's estimate)		EA				

PROJECT INFORMATION						
Source Village Paving Proj. #	4/26/2024		MS337			
Project Name	Date		PCD #/W. No.			
Description	Quantity	Units	Unit Cost	Total	%/W. For Construction	Remaining
<i>(Amount items not billed but part of contract value shown)</i>						
<b>STORM DRAIN IMPROVEMENTS</b>						
Concrete Box Culvert (U.S. Standard Size) (W x H)		LF				
18" Reinforced Concrete Pipe		LF	\$ 82.00			
24" Reinforced Concrete Pipe		LF	\$ 98.00			
30" Reinforced Concrete Pipe		LF	\$ 123.00			
36" Reinforced Concrete Pipe		LF	\$ 151.00			
42" Reinforced Concrete Pipe		LF	\$ 201.00			
48" Reinforced Concrete Pipe		LF	\$ 245.00			
54" Reinforced Concrete Pipe		LF	\$ 320.00			
60" Reinforced Concrete Pipe		LF	\$ 372.00			
66" Reinforced Concrete Pipe		LF	\$ 433.00			
72" Reinforced Concrete Pipe		LF	\$ 485.00			
18" Corrugated Steel Pipe		LF	\$ 421.00			
24" Corrugated Steel Pipe		LF	\$ 504.00			
30" Corrugated Steel Pipe		LF	\$ 587.00			
36" Corrugated Steel Pipe		LF	\$ 670.00			
42" Corrugated Steel Pipe		LF	\$ 753.00			
48" Corrugated Steel Pipe		LF	\$ 836.00			
54" Corrugated Steel Pipe		LF	\$ 919.00			
60" Corrugated Steel Pipe		LF	\$ 1,002.00			
66" Corrugated Steel Pipe		LF	\$ 1,085.00			
72" Corrugated Steel Pipe		LF	\$ 1,168.00			
84" Corrugated Steel Pipe		LF	\$ 1,372.00			
Flange End Section (FES) CSP		EA				
Round End Section (RES) CSP		EA				
End Treatment - Manhole		EA				
End Treatment - Inlet		EA				
End Treatment - Culvert Wall		EA				
Curb Inlet (Type R) L=6' Depth = 5'		EA	\$ 7,212.00			
Curb Inlet (Type R) L=15' 5" Depth = 10'		EA	\$ 9,377.00			
Curb Inlet (Type R) L=30' 10" Depth = 15'		EA	\$ 11,542.00			
Curb Inlet (Type R) L=10' Depth = 5'		EA	\$ 1,670.00			
Curb Inlet (Type R) L=10' 5" Depth = 10'		EA	\$ 2,265.00			
Curb Inlet (Type R) L=10' 10" Depth = 15'		EA	\$ 2,860.00			
Curb Inlet (Type R) L=15' 5" Depth = 10'		EA	\$ 3,455.00			
Curb Inlet (Type R) L=15' 10" Depth = 15'		EA	\$ 4,050.00			
Curb Inlet (Type R) L=20' Depth = 5'		EA	\$ 4,645.00			
Curb Inlet (Type R) L=20' 5" Depth = 10'		EA	\$ 5,240.00			
Grated Inlet (Type C)		EA	\$ 7,450.00			
Grated Inlet (Type D)		EA	\$ 15,100.00			
Storm Sewer Manhole - Box Base		EA	\$ 8,312.00			
Storm Sewer Manhole - Box Dome		EA	\$ 9.00			
Geotextile (Erosion Control)		Tons	\$ 104.00			
Rip Rap - 6" size base 6' to 24'		cu-yd	\$ 138.00			
Rip Rap - Crushed		cu-yd				
Drainage Channel Construction, Size (W x H)		LF	\$ 741.00			
Drainage Channel Lining - Concrete		CY	\$ 145.00			
Drainage Channel Lining - Rip Rap		AC	\$ 1,911.00			
Drainage Channel Lining - Grass						
Drainage Channel Lining - Other Stabilization						
<i>(Amount items not billed but part of contract value shown)</i>						
				<b>Section 2 Subtotal</b>		



PROJECT INFORMATION					
Special Village Plans No. 4	4/28/2024	#0227			
Project Name	Date	PCO File No.			
Description	Quantity	Units	Unit Cost	Total	(with Pre-Flat Construction) % Complete Remaining
LEAKY PLATE (Public Improvements in Permanent WQV BMPs)	1		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
POND BMP CERTIFICATION (inc. elevations and volume calculations)	1.5		\$ 2,000.00	\$ 3,000.00	\$ 2,000.00
<b>Total Construction Financial Assurance</b>					<b>\$ 166,252.67</b>
<small>(Sum of all section estimates plus all quality and permit/BMP verifications)</small>					
<b>Total Remaining Construction Financial Assurance (with Pre-Flat Construction)</b>					<b>\$ 166,252.67</b>
<small>(Sum of all section totals less credit for items complete plus all quality and permit/BMP verifications)</small>					
<b>Total Defect Warranty Financial Assurance</b>					<b>\$ 6,807.20</b>
<small>(20% of all items identified as (*) To be collateralized at time of preliminary agreement)</small>					
<b>Approvals</b>					
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					
Engineer (P.E. Registration #)				4/30/24	
Approved by Owner / Applicant				Date	
Approved by El Paso County Engineer / ECH Administrator				Date	

