

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between <u>Hampton Yard 11. LLC</u>, 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 <u>Space Village Filing No.</u> 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 <u>Exhibit A</u> 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 <u>Cash</u> in the amount of \$249.871.85 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:
 - 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).
- The County agrees to approval of the final plat of <u>Space Village Filing No. 4</u> 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

	By:Executive Director Planning and Community Development Department Authorized signatory pursuant to LDC
	t was acknowledged before me this day of, Executive Director of El Paso County opment Department.
Witness my hand and official sea	al.
My commission expires:	
	Notary Public

HAMPTON YARD 11, LLC

JSZ,

By: Styred by: Juliery S Robinson

Glada Trime Jain C7: 2004 1530-141401

Title: Managen

The foregoing instrument was acknowledged before me this 19th day of fure, 2024, by feffrey f. Robbits Municipal of Hampton Yand 11, Obc.

Witness my hand and official seal.

My commission expires: 11/18/2027

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-plat construction)

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MAJI Magnetif demonstrate should be a part of commencations pulsed MAJI Magnetif to seek according file and according A commencations and according to the seek according to	VTENANCE (35%	LS Tons CY SY SY SY Tons EA EA LF LF LF SY SY SY LF	\$ 37 00 \$ 37 00 \$ 66.00 \$ 18.00 \$ 28,00 \$ 114 00 \$ 302.00 \$ 302.00 \$ 302.00 \$ 302.00 \$ 750.00 \$ 750.00 \$ 44.00 \$ 77.00 \$ 125.00 \$ 125.00 \$ 115.00 \$ 125.00 \$		5 6 6 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	C2660011655		\$ 128,766.6	
MAJI Secret families and short flat part of communicative pulses MAJI Secret families and short flat part of communicative pulses ECTION 2 - PUBLIC (IMPROVEMENTS Construction Trusts Control Approach Research Course (135 the/of) Approach Research (Course (135 the/of) Approach Research (* Thics) Approach Research (* Thics) Approach Research (* Thics) Approach Research (* Thics) Approach Revenuent (* Thics) The Approach Revenuent Marking Barriade - Types Destination - Type 3 Destination - Type 3 Destination - Type 3 Curb and Gulter, Type A (Granp) 4* Selevantic (common acase only) 5* Selevantic 1* Selevan	WTENANCE (35%)	LE L	## 1 Subtotal \$ 37.00 \$ 66.00 \$ 18.00 \$ 18.00 \$ 38.00 \$ 11.00 \$ 39.00 \$ 10.00 \$ 17.00 \$ 390 \$ 10.00 \$ 1		56.555555555555555555555555555555555555	C2660011655		\$ 128,766.6	
MAII Construction and account form of constructions advantage of the construction of	VTENANCE (35%	LS Tons CY SY SY SY Tons EA EA LF LF LF SY SY SY LF	\$ 37 00 \$ 37 00 \$ 66.00 \$ 18.00 \$ 28,00 \$ 114 00 \$ 302.00 \$ 302.00 \$ 302.00 \$ 302.00 \$ 750.00 \$ 750.00 \$ 44.00 \$ 77.00 \$ 125.00 \$ 125.00 \$ 115.00 \$ 125.00 \$		5 6 6 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	C2660011655		\$ 128,766.6	

Updatud: 10/2023

	PROJECT INFORMATION	
Space Village Hiling No. 4	4/26/2024	MS227
Project Name	Date	PCD File No.

No contract of the Contract of	Oceanille	Units	Cost			Total	(with Pre-Plet Construction 4) Complete Remaining	
escription	Quantity	Unita	KON	-	- 3	10141	45 Complete Romalising	9
Interest themse and finded but part of constructions planted					114		l s	
TORM ORAIN IMPROVEMENTS								
Contrete Box Culvert (M.Standards, Size (W x H)		LF.			5		3	_
16" Reinforced Concrete Post		LF	5 82.00		5		1 5	
24" Reinforced Concrete Pipe		LF	\$ 58.00	1.00	4		15	
50" Reinforced Consume Plan		LF	\$ 123.00		1.4		1 1	
36" Rendorced Concrete Pige		LF	\$ 151.00			-	1 1	
42" Apinforced Concrete Prot		LF	5 201.00		-	100	1 12	
		LF	245.80		- 2		1 12	
#8" Ratinforcest Concrete Pipe		LF	\$ 320 00	- 20				
54" Reinforced Contrate Pipe		LF	\$ 374.00		- 2			
GO" Reinforced Concrete Pipe		ŁF.			- 35	- 2	1 12	
66" Reinforced Concrete Place			433.00		- 2	188		
72" Reinforced Concrete Pipe		1,F	\$ 495.00		.5		1 3	
16" Corrugated Steel Plan		£.F	\$ 105.00		- 5	3		
24" Corrugated Steel Pipe		£F.	\$ 151.00		3		1 1	
30" Corrugated Steel Pipe		LF	\$ 154.00		5	1.5	1 5	
26" Corrugated Steel Plan		LF	1 184.00		3	- 0	1	
A2" Corrugated Steel Pipe		LF	\$ 575.00		3	150	5	
48° Corrugated Street Pipe		FI-	\$ 223 00		. 5		1 5	
54" Corrugated Steel Pipe		1.F	\$ 327.00		5	100	15	
60" Corrugatest Steel Prom		(F	\$ 353.0KI	180		28	1 3	
50" Corrugated Stret Pipe		ŁF.	\$ 427,00		5	100	5	
72° Cornigated Steel Place		LF	5 507 00	27	.5	0.00	15	
TR* Corrugated Steel Pipe		LF	\$ 578 00	10.			15	
84" Corrugated Steel Pipe		LF.	691.00	7		100	13	
Flored End Section (FES) RCP Size =		EA		*	5			
Floraid End Section (FEB) CSP Size =		11 1922			15	1000	1 5	
and cost wife a decision and built		EA					1	
End Treatment-Heistwell		EA				100	1 5	
End Treatment-Wingwall		EA				10.0	5	
End Treatment - Cutoff Well		EA				5.52	1 5	
Curb Irist (Type Ri Let . Depth 4 5'		EA	\$ - 7,212 DU	-	- 5		1 5	
Costs Inset (Type R) L+S', S's Depth < 10"		EA	\$ 9,377.00			100	5	
Curb Inlet (Type R) L +6'. 10's Depth < 15'		EA	\$ 10,859.00			1.4	1.5	
Curb friet (Type R) L +10'; Depth < 5'		业品	9,925 DO	20	- 35		15	
Curb trist (Type R) L =10". 9's Depth = 10"		EA	\$ 10,230.00		-5		1 15	
Curb triet (Type R) L =10": 10" < Depth = 15"		EA	\$ 12,805.00	.00	3	- 1		
Curb Wet (Type Rt L > 15" Depth < 5"		EA	5 12,907 DC	. 0	:5	50	15	
Curb Irdet (Type R) L =15". 5"s Depth < 10"		EA	\$ 13,835.00		- 16	1.5	1 5	
Curb Intel (Type R) L =15". 10" Chepth = 15"		EA	\$ 15,130 00			100	5	
Cush Wet (Type R) L +20" Depth + 5"		EA	\$ 13,755 00		.5	23	1 5	
Curb letet (Type R) L +20'. 5'd Decth + 10'		EA	\$ 15,181.00	100	5		1 15	
Grated Inist (Type C). Depth < 5'		EA	6,017.00				1 1 3	
Grated injet (Type D). Depth < 5'		tin	5 7,458.00		5		1 5	
Storm Sewer Manthole, Box Base		EA	\$ 15,130.00		5	6.5	1 1>	
Szorm Sewer Manhole, Slub Borro		EA	\$ 8,322.00				l s	
Gestentile (Grosson Control)		SY	\$ 9.00				1 1 1	
Rip Rap, d50 size from 6" to 24"		Tons	\$ 104.00	-	-	15	15	
Rip Rep Growled		[016	5 124 00	-			l s	
Destruge Channel Construction, Size (W x H)		LF	150 160		5	8	1 11	
Drainage Chernel Lining Contrate		CY	5 741 00		4		1 1 1	
Dramage Channel Living, Rip Hap		CY	\$ 145.00				1 16	
Ominage Channel Living, Greek		AC	5 1,911 00		3		1 16	
Drainage Channel Living, Citier Statistization			. 1,2.1.39		- 3		1 15	
Principle Principle Passid Office Combustionis				-		51	1 1	
Secure States and School had next of completely extend				-			I II	
[former sharps not signed over part of convertuction pilets] - happers converted by the energy of the opposite of the opposit				2/2/2	24	75	1 1	
TOTAL TO THE STORY OF STREET STREET, S		Section	on 2 Subtotal	=	\$	*	3	٠

	p	ROJEC		ORMATIC	NC				
Space Village Filing No. 4				25/2524					5227
Project Rame	<u> </u>		0	ola		=/_		PCO File No.	
			-	Unit		_		(with Pre-Pt)	t Construction)
Description	Quantity	Units		Cost		-	Total	% Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMP	ROVEMENTS (Pri	vate or	Distr	ict and N	OT Mai	ntained	by EPC)**		
BOADWAY IMPROVEMENTS	description of the second second							5 5	
			15				F :	15	
						5	8.0	13	
						- 5		15:	
						4	5	13	
						5		1 3	
							60	1 1	
STORM DRAIN IMPROVEMENTS	aption Permanent Proc	PAR AME	at he 8	MASTER PARTAME	or Spitton	11			
					4			1 5	
						5		1 15	
						5		1 1	
			-11					1 1	
								15	
	,				.9		10		
water bystem mprovements		LF		04.00		7.0		t t.	
Water Main Pipe (PVC). Size 8"		LF	5	98 00			.01	1 3	- 4
Water Main Ripe (Ductile Iron), Size 8"		EA	5	2.418.00		- 8	- 5	1,	- 1
Gate Volves 8"		EA	5	8,584,00		- 3		1 12	
Fire Hydrani Assembly, w/ all valves Water Service Line Installation, Inc. top and valves		EA	5	1,723 00	- 2	- 2		1 1	
For Cartern installation, correlate		EA	,	1,727 00	-			1 2	
F/S Carriers (national constitues		EA				- 3	100	1 12	- 2
Sound from our littled but part of construction pinors!					-	- 3		1 12	
							750)	1 150	120
BANITARY SEWER IMPROVIMENTS Street Main Ploe (PVC), Sue 8*		LF		84.60	28			1.	
Sonitry Sever Marchole, Dopin < 15 (ee)		EA		5.70B.00	- 2	- 3	1		- 3
Sanitary Service Line Installation, complete		EA	5	1.825.00	-		223	1	
Santary Sever Lift Sintion, complete		EA	3	2222,00	- 3	- 2	200	1 1	
Salatiny Senso Sa Street, company		247			-		150	16	- 17
Justice makes not listed but part of communities plants					2	- 2		1 1	3.00
ANDSCAPING SIPROVEMENTS	(For subdivision apply	ific consti	one of	stasaval or	PUON	125		1 1	
Trees (including Soil prep/Amendment)	51.	EA	- 5	605.50			31,496,30	1 1	31,486.0
The second second second second		EA	~		=	\$	01,100100	1 1	(4)
		EA			7	4		1	
	31	E.A				- 5	0.00	15	5(4)
		EA			=	\$		1 5	
Declary, it is not holy at the artists everyone exportments.		Sect	ion 3	Subtotal		5	31,486.00	1 3	31,486,00

Space Village Filing No. 4 Project Name		-		4/2 Di	ORMATIC 16/2024 sta		_		PCD File No.	MS227	
Copies Davis				,	Unit T					Рап Сольски	alau)
Description Qu	mality	1	Units	L	Cost		_	Total	% Complete	Part Constant	
AS-BUILT PLANS (Public Improvements inc. Permanent WGCV E PONDIBLE CERTE/CATION (inc. elevations and volume catcula			ĽS	5	4,000.00		s s	4,000 00 2,000 00		\$	4,000 C
				(Si	un at uil sec			ruction Financi as builts and penc?		\$ 166,	252.67
								(with Pre-Plat (\$ 166	252.67
								arranty Financi			807.20
		(20,4		TIP ROS	Control and	, 1000		and at turns of property	necoharson)		
Approvals I hereby certify that this is an accurate and complete estimate of cos	is for the	work	as etvowi	n on t	he Grading i	and Erosk	in Control	Plant and Construct	on Drawings asso	ciated with the	Project.
Engineer (P.E. Sp. Algoured) Approved by Owner J. Approard.		==		Da		0/24					

