

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. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
10. The Subdivider 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

\_\_\_\_\_  
(Date of Signature)

By: \_\_\_\_\_

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

Approved as to form:

*Lori L. Seago*

\_\_\_\_\_  
County Attorney's Office

SUBDIVIDER

Sunset Village View, LLC

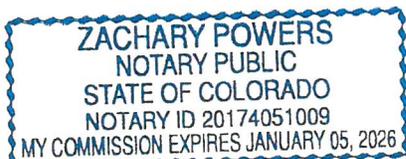
By: \_\_\_\_\_

*Scott Van Wyhe*  
Name: Scott Van Wyhe

Title: Managing Member

Subscribed, sworn to and acknowledged before me this 18 day of March, 2022  
by the parties above named.

My commission expires: 1-5-26



*Z Powers*  
\_\_\_\_\_  
Notary Public