**AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AMENDED AGREEMENT, made between Love In Action, Lorson, LLC as Nominee for Lorson Conservation Investment2, LLLP, Melody Homes, Inc, and AMH Development, 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. 3, 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 May 24, 2023 at Reception No. 223043609; 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 in the form of an Irrevocable Letter of Credit from Trust Bank in the amount of $388,032.71 and a Bond from Travelers Casualty and Surety Company of America in the amount of $473,210.64 for a total collateral of $861,243.35.

   **[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. 3 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

_____ By:_____
(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.

My commission expires: _____

_____
Notary Public

Approved as to form:

_____
County Attorney's Office

**SUBDIVIDER**:

Executed this 20th day of December, 2023, by:

Love In Action

By: _____
Jeff 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: 01.12.2025.

CHASITY MCMORROW
Notary Public
State of Colorado
Notary ID # 20214001211
My Commission Expires 01-12-2025

_____
Notary Public

Lorson, LLC as Nominee for Lorson Conservation Investment2, LLLP

By: _____
Jeff Mark, Authorized Signing Agent

Subscribed, sworn to and acknowledged before me this 20 day of December, 2023 by Jeff Mark as Authorized Signing Agent of Lorson, LLC as nominee for Lorson Conservation Investment2, LLLP.

My commission expires: 01.12.2025.

CHASITY MCMORROW
Notary Public
State of Colorado
Notary ID # 20214001211
My Commission Expires 01-12-2025

_____
Notary Public

Melody Homes, Inc

By: _____
Bill Carlisle, Vice-President

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

My commission expires: 3/26/2025.

CHAUNTEL MILLHOLLIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214012072
MY COMMISSION EXPIRES 03/26/2025

_____
Notary Public

AMH Development, LLC

By: _____
Thomas Lufkin, Vice-President of Land Development

Subscribed, sworn to and acknowledged before me this 5th day of February, 2024, by Thomas Lufkin as Vice-President of Land Development

My commission expires: 03-22-2027.

_____
Notary Public

RACHEL MARIETTA MORRIS
Notary Public, State of Utah
Commission # 730151
My Commission Expires
03/22/2027

American Homes 4 Rent TRS, LLC

By: _____
Thomas Lufkin, Vice-President of Land Development

Subscribed, sworn to and acknowledged before me this 5th day of February, 2024, by Thomas Lufkin as Vice-President of Land Development

My commission expires: 03-22-2027.

_____
Notary Public

RACHEL MARIETTA MORRIS
Notary Public, State of Utah
Commission # 730151
My Commission Expires
03/22/2027

Exhibit A – The Ridge at Lorson Ranch Filing No. 3 Financial Assurance Estimate

EXHIBIT A

# 2022 Financial Assurance Estimate Form
## (with pre-plat construction)

Updated: 11/4/2021

**PROJECT INFORMATION**

| The Ridge at Lorson Ranch Fil. No.3 | 4/18/2023 | PCD File No. 22-007 |
|---|---|---|
| Project Name | Date | |

| 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 | | CY | $ 2.50 | = | $ - | | $ - |
| greater than 200,000; $500,000 min | | CY | $ 2.00 | = | $ - | | $ - |
| * Permanent Seeding (inc. noxious weed mgmnt.) | | AC | $ 886.00 | = | $ - | | $ - |
| * Mulching | | AC | $ 831.00 | = | $ - | | $ - |
| * Permanent Erosion Control Blanket | | SY | $ 7.00 | = | $ - | | $ - |
| * Permanent Pond/BMP Construction | | CY | $ 22.00 | = | $ - | | $ - |
| * Permanent Pond/BMP (provide engineer's estimate) | | EA | $ 20,000.00 | = | $ - | | $ - |
| | | EA | | = | $ - | | $ - |
| Safety Fence | | LF | $ 3.00 | = | $ - | | $ - |
| Temporary Erosion Control Blanket | | SY | $ 3.00 | = | $ - | | $ - |
| Vehicle Tracking Control | | EA | $ 2,625.00 | = | $ - | | $ - |
| Silt Fence | | LF | $ 3.00 | = | $ - | | $ - |
| Temporary Seeding | | AC | $ 695.00 | = | $ - | | $ - |
| Temporary Mulch | | AC | $ 831.00 | = | $ - | | $ - |
| Erosion Bales | | EA | $ 28.00 | = | $ - | | $ - |
| Erosion Logs/Straw Wattles | | LF | $ 6.00 | = | $ - | | $ - |
| Rock Check Dams | | EA | $ 554.00 | = | $ - | | $ - |
| Inlet Protection | | EA | $ 185.00 | = | $ - | | $ - |
| Sediment Basin | | EA | $ 1,952.00 | = | $ - | | $ - |
| Concrete Washout Basin | 1 | EA | $ 997.00 | = | $ 997.00 | | $ 997.00 |
| | | | | = | $ - | | $ - |
| *[insert items not listed but part of construction plans]* | | | | = | $ - | | $ - |
| | | **MAINTENANCE (35% of Construction BMPs)** | | = | $ 348.95 | | $ 348.95 |
| * - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED) | | **Section 1 Subtotal** | | = | **$ 1,345.95** | | **$ 1,345.95** |
| **SECTION 2 - PUBLIC IMPROVEMENTS *** | | | | | | | |
| ROADWAY IMPROVEMENTS | | | | | | | |
| Construction Traffic Control | 1 | LS | $ 5,000.00 | = | $ 5,000.00 | 80.00% | $ 1,000.00 |
| Aggregate Base Course (135 lbs/cf) | 7,150 | Tons | $ 31.00 | = | $ 221,650.00 | 20.00% | $ 177,320.00 |
| Aggregate Base Course (135 lbs/cf) | | CY | $ 56.00 | | $ - | | $ - |
| Asphalt Pavement (3" thick) | | SY | $ 16.00 | | $ - | | $ - |
| Asphalt Pavement (4" thick) | | SY | $ 21.00 | | $ - | | $ - |
| Asphalt Pavement (6" thick) | | SY | $ 32.00 | | $ - | | $ - |
| Asphalt Pavement (147 lbs/cf) 4 " thick | 4,402 | Tons | $ 97.00 | = | $ 426,994.00 | | $ 426,994.00 |
| Raised Median, Paved | | SF | $ 9.00 | = | $ - | | $ - |
| Regulatory Sign/Advisory Sign | 11 | EA | $ 333.00 | = | $ 3,663.00 | | $ 3,663.00 |
| Guide/Street Name Sign | 16 | EA | $ 200.00 | = | $ 3,200.00 | | $ 3,200.00 |
| Epoxy Pavement Marking | | SF | $ 15.00 | = | $ - | | $ - |
| Thermoplastic Pavement Marking | 24 | SF | $ 26.00 | = | $ 624.00 | | $ 624.00 |
| Barricade - Type 3 | | EA | $ 221.00 | = | $ - | | $ - |
| Delineator - Type I | | EA | $ 27.00 | = | $ - | | $ - |
| Curb and Gutter, Type A (6" Vertical) | 900 | LF | $ 32.00 | = | $ 28,800.00 | 80.00% | $ 5,760.00 |
| Curb and Gutter, Type B (Median) | | LF | $ 32.00 | = | $ - | | $ - |
| Curb and Gutter, Type C (Ramp) | 11,200 | LF | $ 32.00 | = | $ 358,400.00 | 80.00% | $ 71,680.00 |
| 4" Sidewalk (common areas only) | | SY | $ 53.00 | = | $ - | | $ - |
| 5" Sidewalk | 730 | SY | $ 66.00 | = | $ 48,180.00 | | $ 48,180.00 |
| 6" Sidewalk | | SY | $ 80.00 | = | $ - | | $ - |
| 8" Sidewalk | | SY | $ 106.00 | | $ - | | $ - |
| Pedestrian Ramp | 28 | EA | $ 1,273.00 | = | $ 35,644.00 | | $ 35,644.00 |
| Cross Pan, local (8" thick, 6' wide to include return) | 270 | LF | $ 67.00 | = | $ 18,090.00 | 80.00% | $ 3,618.00 |
| Cross Pan, collector (9" thick, 8' wide to include return) | | LF | $ 102.00 | | $ - | | $ - |
| Curb Chase | | EA | $ 1,639.00 | = | $ - | | $ - |
| Guardrail Type 3 (W-Beam) | | LF | $ 55.00 | = | $ - | | $ - |
| Guardrail Type 7 (Concrete) | | LF | $ 80.00 | = | $ - | | $ - |
| Guardrail End Anchorage | | EA | $ 2,324.00 | = | $ - | | $ - |
| Guardrail Impact Attenuator | | EA | $ 4,172.00 | = | $ - | | $ - |
| Sound Barrier Fence (CMU block, 6' high) | | LF | $ 87.00 | | $ - | | $ - |
| Sound Barrier Fence (panels, 6' high) | | LF | $ 89.00 | = | $ - | | $ - |
| Electrical Conduit, Size = | | LF | $ 18.00 | = | $ - | | $ - |
| Traffic Signal, complete intersection | | EA | $ 470,666 | = | $ - | | $ - |

| PROJECT INFORMATION | | |
|---|---|---|
| The Ridge at Lorson Ranch Fil. No.3 | 4/18/2023 | |
| Project Name | Date | PCD File No. 22-007 |

| Description | Quantity | Units | Unit Cost | | Total | (with Pre-Plat Construction) % Complete | Remaining | |
|---|---|---|---|---|---|---|---|---|
| | | | | = $ | - | | $ - | |
| *[insert items not listed but part of construction plans]* | | | | = $ | - | | $ - | * |
| **STORM DRAIN IMPROVEMENTS** | | | | | | | | |
| Concrete Box Culvert (M Standard), Size ( W x H ) | | LF | | = $ | - | | $ - | * |
| 18" Reinforced Concrete Pipe | 274 | LF | $ 70.00 | = $ | 19,180.00 | 80.00% | $ 3,836.00 | * |
| 24" Reinforced Concrete Pipe | 175 | LF | $ 83.00 | = $ | 14,525.00 | 80.00% | $ 2,905.00 | * |
| 30" Reinforced Concrete Pipe | 605 | LF | $ 104.00 | = $ | 62,920.00 | 80.00% | $ 12,584.00 | * |
| 36" Reinforced Concrete Pipe | | LF | $ 128.00 | = $ | - | | $ - | * |
| 42" Reinforced Concrete Pipe | | LF | $ 171.00 | = $ | - | | $ - | * |
| 48" Reinforced Concrete Pipe | | LF | $ 209.00 | = $ | - | | $ - | * |
| 54" Reinforced Concrete Pipe | | LF | $ 272.00 | = $ | - | | $ - | * |
| 60" Reinforced Concrete Pipe | | LF | $ 319.00 | = $ | - | | $ - | * |
| 66" Reinforced Concrete Pipe | | LF | $ 368.00 | = $ | - | | $ - | * |
| 72" Reinforced Concrete Pipe | | LF | $ 421.00 | = $ | - | | $ - | * |
| 18" Corrugated Steel Pipe | | LF | $ 90.00 | = $ | - | | $ - | * |
| 24" Corrugated Steel Pipe | | LF | $ 103.00 | = $ | - | | $ - | * |
| 30" Corrugated Steel Pipe | | LF | $ 131.00 | = $ | - | | $ - | * |
| 36" Corrugated Steel Pipe | | LF | $ 157.00 | = $ | - | | $ - | * |
| 42" Corrugated Steel Pipe | | LF | $ 180.00 | = $ | - | | $ - | * |
| 48" Corrugated Steel Pipe | | LF | $ 190.00 | = $ | - | | $ - | * |
| 54" Corrugated Steel Pipe | | LF | $ 278.00 | = $ | - | | $ - | * |
| 60" Corrugated Steel Pipe | | LF | $ 300.00 | = $ | - | | $ - | * |
| 66" Corrugated Steel Pipe | | LF | $ 364.00 | = $ | - | | $ - | * |
| 72" Corrugated Steel Pipe | | LF | $ 428.00 | = $ | - | | $ - | * |
| 78" Corrugated Steel Pipe | | LF | $ 492.00 | = $ | - | | $ - | * |
| 84" Corrugated Steel Pipe | | LF | $ 588.00 | = $ | - | | $ - | * |
| Flared End Section (FES) RCP Size = (unit cost = 6x pipe unit cost) | | EA | | = $ | - | | $ - | * |
| Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost) | | EA | | = $ | - | | $ - | * |
| End Treatment- Headwall | | EA | | = $ | - | | $ - | * |
| End Treatment- Wingwall | | EA | | = $ | - | | $ - | * |
| End Treatment - Cutoff Wall | | EA | | = $ | - | | $ - | * |
| Curb Inlet (Type R) L=5', Depth < 5' | | EA | $ 6,138.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L=5', 5' ≤ Depth < 10' | | EA | $ 7,981.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =5', 10' ≤ Depth < 15' | | EA | $ 9,242.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =10', Depth < 5' | | EA | $ 8,447.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =10', 5' ≤ Depth < 10' | | EA | $ 8,706.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =10', 10' ≤ Depth < 15' | | EA | $ 10,898.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =15', Depth < 5' | | EA | $ 10,984.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =15', 5' ≤ Depth < 10' | 3 | EA | $ 11,775.00 | = $ | 35,325.00 | 80.00% | $ 7,065.00 | * |
| Curb Inlet (Type R) L =15', 10' ≤ Depth < 15' | | EA | $ 12,876.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =20', Depth < 5' | | EA | $ 11,706.00 | = $ | - | | $ - | * |
| Curb Inlet (Type R) L =20', 5' ≤ Depth < 10' | | EA | $ 12,920.00 | = $ | - | | $ - | * |
| Grated Inlet (Type C), Depth < 5' | | EA | $ 5,138.00 | = $ | - | | $ - | * |
| Grated Inlet (Type D), Depth < 5' | | EA | $ 6,347.00 | = $ | - | | $ - | * |
| Storm Sewer Manhole, Box Base | 1 | EA | $ 12,876.00 | = $ | 12,876.00 | 80.00% | $ 2,575.20 | * |
| Storm Sewer Manhole, Slab Base | 3 | EA | $ 7,082.00 | = $ | 21,246.00 | 80.00% | $ 4,249.20 | * |
| Geotextile (Erosion Control) | | SY | $ 7.00 | = $ | - | | $ - | * |
| Rip Rap, d50 size from 6" to 24" | | Tons | $ 89.00 | = $ | - | | $ - | * |
| Rip Rap, Grouted | | Tons | $ 105.00 | = $ | - | | $ - | * |
| Drainage Channel Construction, Size ( W x H ) | | LF | $ - | = $ | - | | $ - | * |
| Drainage Channel Lining, Concrete | | CY | $ 631.00 | = $ | - | | $ - | * |
| Drainage Channel Lining, Rip Rap | | CY | $ 124.00 | = $ | - | | $ - | * |
| Drainage Channel Lining, Grass | | AC | $ 1,626.00 | = $ | - | | $ - | * |
| Drainage Channel Lining, Other Stabillzation | | | | = $ | - | | $ - | * |
| ***Curb Inlet (Type R) L =30', 5' ≤ Depth < 10'*** | 1 | EA | $ 15,000.00 | = $ | 15,000.00 | 80.00% | $ 3,000.00 | |
| *[insert items not listed but part of construction plans]* | | | | = $ | - | | $ - | |
| * - Subject to defect warranty financial assurance A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED) | | **Section 2 Subtotal** | | = $ | **1,331,317.00** | | $ **813,897.40** | |

| PROJECT INFORMATION | | |
|---|---|---|
| The Ridge at Lorson Ranch Fil. No.3 | 4/18/2023 | |
| Project Name | Date | PCD File No. 22-007 |

| Description | Quantity | Units | Unit Cost | | Total | (with Pre-Plat Construction) % Complete | Remaining |
|---|---|---|---|---|---|---|---|
| **SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**** | | | | | | | |
| ROADWAY IMPROVEMENTS | | | | | | | |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| STORM DRAIN IMPROVEMENTS | (Exception: Permanent Pond/BMP shall be itemized under Section 1) | | | | | | |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| WATER SYSTEM IMPROVEMENTS | | | | | | | |
| Water Main Pipe (PVC), Size 8" | 5,830 | LF | $ 71.00 | = | $ 413,930.00 | 100.00% | $ - |
| Water Main Pipe (Ductile Iron), Size 8" | 2,420 | LF | $ 83.00 | = | $ 200,860.00 | 100.00% | $ - |
| Gate Valves, 8" | 30 | EA | $ 2,058.00 | = | $ 61,740.00 | 100.00% | $ - |
| Fire Hydrant Assembly, w/ all valves | 13 | EA | $ 7,306.00 | = | $ 94,978.00 | 100.00% | $ - |
| Water Service Line Installation, inc. tap and valves | 183 | EA | $ 1,466.00 | = | $ 268,278.00 | 100.00% | $ - |
| Fire Cistern Installation, complete | | EA | | = | $ - | | $ - |
| | | | | = | $ - | | $ - |
| *[insert items not listed but part of construction plans]* | | | | = | $ - | | $ - |
| SANITARY SEWER IMPROVEMENTS | | | | | | | |
| Sewer Main Pipe (PVC), Size 8" | 5,090 | LF | $ 71.00 | = | $ 361,390.00 | 100.00% | $ - |
| Sanitary Sewer Manhole, Depth < 15 feet | 13 | EA | $ 4,858.00 | = | $ 63,154.00 | 100.00% | $ - |
| Sanitary Service Line Installation, complete | 182 | EA | $ 1,553.00 | = | $ 282,646.00 | 100.00% | $ - |
| Sanitary Sewer Lift Station, complete | | EA | | = | $ - | | $ - |
| *4" underdrain* | 5,090 | LF | $ 25.00 | = | $ 127,250.00 | 100.00% | $ - |
| *[insert items not listed but part of construction plans]* | | | | = | $ - | | $ - |
| LANDSCAPING IMPROVEMENTS | (For subdivision specific condition of approval, or PUD) | | | | | | |
| LANDSCAPING IMPROVEMENTS | 1 | LS | $ 40,000.00 | = | $ 40,000.00 | | $ 40,000.00 |
| | | EA | | = | $ - | | $ - |
| | | EA | | = | $ - | | $ - |
| | | EA | | = | $ - | | $ - |
| | | EA | | = | $ - | | $ - |
| ** = Section 3 is not subject to defect warranty requirements | | | **Section 3 Subtotal** | = | **$ 1,914,226.00** | | **$ 40,000.00** |

| PROJECT INFORMATION | | |
|---|---|---|
| The Ridge at Lorson Ranch Fil. No.3 | 4/18/2023 | |
| Project Name | Date | PCD File No. 22-007 |

| Description | Quantity | Units | Unit Cost | | Total | (with Pre-Plat Construction) % Complete | Remaining |
|---|---|---|---|---|---|---|---|
| AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs) | | LS | $ 4,000.00 | = | $ 4,000.00 | $ | 4,000.00 |
| POND/BMP CERTIFICATION (inc. elevations and volume calculations) | | LS | $ 2,000.00 | = | $ 2,000.00 | $ | 2,000.00 |

**Total Construction Financial Assurance** $ 3,252,888.95
(Sum of all section subtotals plus as-builts and pond/BMP certification)

**Total Remaining Construction Financial Assurance (with Pre-Plat Construction)** $ 861,243.35
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)

**Total Defect Warranty Financial Assurance** $ 266,263.40
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)

## Approvals

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.

COLORADO REGISTERED PROFESSIONAL ENGINEER 12-9-2023

Engineer (P.E. Seal Required)

Approved by Owner / Applicant — Date 12/20/23

Approved by El Paso County Engineer / ECM Administrator — Date

SIDEWALK ADDENDUM
Ridge at Lorson Ranch Filing No. 3

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 in the form of an Irrevocable Letter of Credit from Trust Bank in the amount of $178,179.69 and a Bond from Travelers Casualty and Surety Company of America in the amount of $217,292.31 for a total collateral of $395,472.00.

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:**

**Love In Action**

By: _____
Jeff Mark, Authorized Signer

**Lorson, LLC as Nominee for Lorson Conservation Investment2, LLLP**

By: _____
Jeff Mark, Authorized Signing Agent

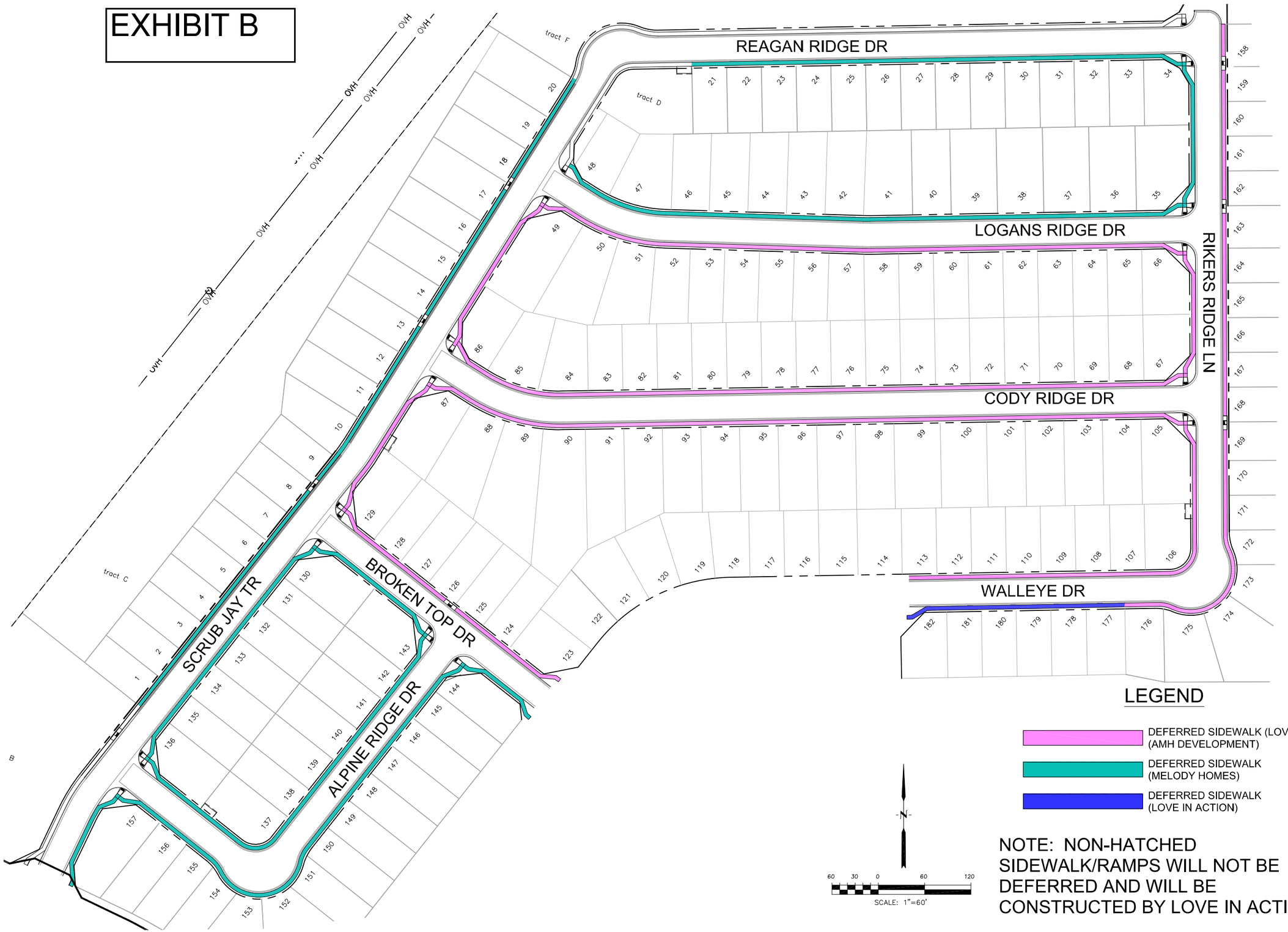
**Melody Homes, Inc**

By: _____
Bill Carlisle, Vice-President

**AMH Development, LLC**

By: _____
Thomas Lufkin, Vice-President of Land Acquisition

# EXHIBIT B




NOTE: NON-HATCHED SIDEWALK/RAMPS WILL NOT BE DEFERRED AND WILL BE CONSTRUCTED BY LOVE IN ACTION


CORE ENGINEERING GROUP
15004 1ST AVENUE S.
BURNSVILLE, MN 55306
PH: 719.570.1100
CONTACT: RICHARD L SCHINDLER, P.E.
EMAIL: Rich@cegi.com


NO. | DESCRIPTION | DATE

PREPARED FOR:
LORSON, LLC
212 N. WAHSATCH AVE. SUITE 301
COLORADO SPRINGS, COLORADO 80903
(719) 635-3200
CONTACT: JEFF MARK

PROJECT:
RIDGE AT LORSON RANCH FIL. NO. 3
GRAYLING DR – LAMPREY DR
COLORADO SPRINGS, COLORADO

DRAWN: RLS
DESIGNED: RLS
CHECKED: RLS

SIDEWALK ADDENDUM
RIDGE AT
LORSON RANCH FIL NO. 3

DATE:
DECEMBER 20, 2023

PROJECT NO.
100.068

SHEET NUMBER
1

TOTAL SHEETS: 1

EXHIBIT C

# 2023 Financial Assurance Estimate Form
## (Sidewalk Addendum)

Updated: 10/2023

| PROJECT INFORMATION | | |
|---|---|---|
| Ridge at Lorson Ranch Fil. No. 3 | 12/1/2023 | 22-007 |
| Project Name | Date | PCD File No. |

| Description | Quantity | Units | Unit Cost | | | Total | |
|---|---|---|---|---|---|---|---|
| **SECTION 2A - PUBLIC IMPROVEMENTS *** | | | | | | | |
| Deferred Sidewalk Improvements | | | | | | | |
| 5" Thick Deferred Sidewalk | 5,992.0 | SY | $ 66.00 | = | | $ 395,472.00 | * |
| 6" Thick Deferred Sidewalk | | SY | $ 87.00 | = | | $ - | * |
| 8" Thick Deferred Sidewalk | | SY | $ 116.00 | | | $ - | * |
| Pedestrian Ramp | 0.0 | EA | $ 1,273.00 | = | | $ - | * |
| *[insert items not listed but part of construction plans]* | | | | = | | $ - | * |

* - Subject to defect warranty financial assurance.

The County retains the authority to adjust the amount of financial assurance at its discretion, aligning with current estimates of public improvements. This includes the option to both increase or decrease the assurance amount as deemed necessary. Such adjustments ensure the ongoing adequacy and appropriateness of the retained assurance in relation to the dynamic nature of construction projects and costs.

**Total Construction & Defect Warranty Financial Assurance $ 395,472.00**

COLORADO REGISTERED RICHARD LEO SCHINDLER 37997 PROFESSIONAL ENGINEER
12-9-2023

**Approvals**

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. Seal Required)

Approved by Owner / Applicant — Date 12/20/23

Approved by El Paso County Engineer / ECM Administrator — Date