TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

**DATE:** January 19, 2021

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION:

Settlers View

FILE REFERENCE:

SF-18-041

NAME OF DEVELOPER:

Settlers View, Inc.,

16189 Forest Light Drive Colorado Springs, CO 80908

**ISSUING AGENT:** 

Farmers State Bank of Calhan/Falcon

Falcon Branch 7025 Meridian Road Falcon, CO 80831

TYPE OF SECURITY:

LOC#3963 Check #5005

**ORIGINAL AMOUNT:** 

\$232,373.00

RELEASE REQUEST AMT:

\$1,127.00 in form of a check with accured interest and LOC for

\$193,673.00 for a total of \$194,800.00

#### COMMISSIONERS:

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$194,800.00 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.

> APPROVED **Engineering Department**

Jennifer Irvine, P.E. County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$\_

194,800.00

DATE: 1/26/2021

**BOARD** 

ATTEST:

COPIES: TREASURER

**DEVELOPMENT SERVICES (2)** 

**DEVELOPER** 

### Supporting Data for Release of Guarantied Funds

Subdivision:	Settlers View	File Number:	SF-18-041
Original Amount	\$232,373.00		
Date	Release Type / Reason for Release	Relea	se Amount
1/19/2021 Premilir	nary Release	\$19	3,673.00
1/19/2021 Release	Check plus accured insterest	\$1	,127.00

Released to Date \$194,800.00 Remaining Balance \$37,573.00

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.



\*0000000LTR - 3963147003102020082-3179531 \*

#### IRREVOCABLE LETTER OF CREDIT

-orrower:

Settlers View Inc (TIN: 82-3179531), Thomas Maher (SSN: 105-56-6877), Gary T Maher (SSN: 051-48-5561), Elizabeth Selleck Hall (SSN:

498-62-7030) and Jacqueline Maher (SSN:

400-04-9790) 16189 Forest Light Dr

Colorado Springs, CO 80908

Beneficiary: Board of Commissioners, El Paso County

Lender:

Farmers State Bank of Calhan / Falcon

Falcon Branch

7025 Meridian Road Falcon, CO 80831 (719) 495-3650

NO.: LTR - 3963

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 04-24-2021 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Thirty-one Thousand Two Hundred Forty-six & 00/100 Dollars (\$231,246.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Drafts Under this Irrevocable Letter of Credit must bear upon their face the words: "Drawn under Farmers State Bank Irrevocable Letter of Credit #3963, Dated 03/10/2020."

Beneficiary's written statement signed by an authorized official of Board of Commissioners, El Paso County reading as follows:

/e hereby certify that the amount drawn represents funds due Board of County Commissioners, El Paso County as a result of failure of settlers View, Inc., Gary T Maher, Thomas W Maher, Elizabeth Selleck Hall and Jacqueline Maher, to pay invoice(s) which is (are) past due and remain unpaid, that demand for payment has been made, and payment has not been received by us from Settlers View, Inc., Gary T Maher, Thomas W Maher, Elizabeth Selleck Hall, Jacqueline Maher, or any other source."

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Farmers State Bank of Calhan / Falcon IRREVOCABLE LETTER OF CREDIT NO. LTR - 3963 DATED 04-24-2020," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" "aragraph above.

MPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and

#### IRREVOCABLE LETTER OF CREDIT (Continued)

Page 2

Loan No: LTR - 3963

Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Colorado.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**Dated: March 10, 2020** 

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FARMERS. TE BANK OF CALHAN / FALCON

wennes, Loan/Collections Officer

**ENDORSEMENT OF DRAFTS DRAWN:** 

Amount Amount Date Negotiated By In Words In Figures

### 2015 Financial Assurance

#### 11/14/18

Estimate Form (with pre-plat construction)

Project Information	property from the first the second se
Settlers View (14 lots; 1,830 LF)	3/5/2019
Project Name	Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units			Price				% Complete	R	emaining
Earthwork*	7,144.00	icy	@	\$	\$5		\$	35,720.00		\$	35,720.00
Permanent Seeding* (inc. noxious weed mgmnt.)	2.00	AC	@	\$	\$582	=	\$	1,164.00		\$	1,164.00
Mulching*	2.00	AC	. @	\$	\$507	=	\$	1,014.00		\$	1,014.00
Permanent Erosion Control Blanket*	2,790.00	SY	:@	\$	\$6	100	\$	16,740.00		\$	16,740.00
Temporary Erosion Control Blanket		SY	@	\$	\$3		\$			\$	
Vehicle Tracking Control	1.00	EA		\$	\$1,625	-	S	1,625.00		\$	1,625.00
Safety Fence		LF	@	\$	\$3	=	\$			\$	
Silt Fence	500.00	LF	@	\$	\$4	=	\$	2,000.00		\$	2,000.00
Temporary Seeding		AC	@	\$	\$485	21	\$			\$	
Temporary Mulch		AC	@	\$	\$507	=	\$			\$	•
Erosion Bales	36.00	EA	.@	\$	\$21	=	\$	756.00		\$	756.00
Erosion Logs		LF	0	\$	\$6	=	\$			\$	
Rock Ditch Checks		EA	@	\$		=	\$			\$	*
Inlet Protection	2.00	EA	@	\$	\$153	=	\$	306.00		\$	306.00
Sediment Basin	1.00	EA	@	\$	\$1,625	=	\$	1,625.00		\$	1,625.00
Concrete Washout Basin		EA	@	\$	\$776	3	\$			\$	-
			0	\$		=	\$			\$	
<ul> <li>Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance process.</li> </ul>				Section	on 1 Subtotal		\$	60,950.00		\$	60,950.00

Section 2 - Public Improvements**	Quantity	Units			Price				% Complete	1	Remaining	
- Roadway Improvements												
Construction Traffic Control	1	LS	@	\$			\$			\$	-	1
Aggregate Base Course (120 lb/cf @ 6" thick)	2,000.00	Tons	@	\$	\$18	=	\$	36,000.00		\$	36,000.00	2
Asphalt Pavement (110 lb/sy/in @ 4" thick)	1,300.00	Tons	@	\$	\$65	-	\$	84,500.00		\$	84,500.00	1
Raised Median, Paved		SF	@	\$	\$7		\$			\$		,
Electrical Conduit, Size =		LF	0	s	\$14	=	\$			\$		1
Traffic Signal, complete Intersection		EA	@	\$	\$250,000	=	\$			\$		
Regulatory Sign	1.00	EA	@	\$	\$100	=	\$	100.00		\$	100.00	3
Advisory Sign		EA	@	\$	\$100	=	\$			\$	•	1
Guide/Street Name Sign	1.00	EA	@	\$		1	\$			\$		*
Epoxy Pavement Marking		SF	@	\$	\$12	21	\$			\$		1
Thermoplastic Pavement Marking		SF	@	\$	\$22	23	\$			\$		2
Barricade - Type 3		EA	0	\$	\$115	-	\$			\$	-	3
Delineator (Type I)		EA	@	S	\$21	=	8			\$		1
Curb and Gutter, Type C (Ramp)		}LF	@	\$	\$21	=	\$			\$	•	1
Curb and Gutter, Type A (6" Vertical)		:LF	0	\$	\$16	,=	\$			\$		1
Curb and Gutter, Type B (Median)		LF	@	\$	\$13	=	\$			\$		
Concrete Sidewalk, 4"		SY	@		\$38		\$			\$	-	,
Concrete Sidewalk, 5"		SY	@:		\$48	1	\$			\$	•	1
Concrete Sidewalk, 8"		SY			\$57	1	\$			\$		1
Pedestrian Ramp		SY	<b>@</b> :	\$	\$108	=	S			\$		1

Cross Pan			SY	. @	\$	\$53	-	\$	1	. \$	
Curb Chase			EA	0	\$	\$1,300	=	-		.\$	
Guardrail Type 3 (W-Beam)	to proper temporal American		LF	. @	\$	\$18	1	_	, , , , , , , , , , , , , , , , , , ,	\$	-
Guardrail Type 7 (Concrete)			LF	@.	-	\$67	=	-	4	\$	-
Guardrail End Anchorage			EA			\$1,978	=			\$	-
Guardrail Impact Attenuator	1		EA			\$3,564	=	\$		\$	
Sound Barrier Fence	1		LF	.@	\$	\$100	1 =	\$	-	\$	
- Storm Drain Improvements		amonto del di un represendo de manusca.	# # # # # # # # # # # # # # # # # # #	1 1				o-to-	**-Indiriguosip committinists & co inspettational page		
Concrete Box Culvert (M Standard), S	ize (W x H)		LF	0	\$		=	\$		\$	
Reinforced Concrete Pipe (RCP)	Size		LF	0	\$		=	\$	-	\$	-
18° Reinforced Concrete Pipe	j	56.00	'LF	0	\$	\$69	=	\$	3,864.00	\$	3,864.0
24° Reinforced Concrete Pipe			LF	0	\$	\$84	=	\$		\$	-
30" Reinforced Concrete Pipe		50.00	LF	0	\$	\$94	2	\$	4,700.00		4,700.0
36* Reinforced Concrete Pipe			LF	@	\$	\$124	=	S		\$	-
42" Reinforced Concrete Pipe			LF	0	\$	\$134	=	S		\$	*
48" Reinforced Concrete Pipe			LF	@	\$	\$178	=	\$		\$	•
54" Reinforced Concrete Pipe			LF	@	\$	\$182	-	\$		\$	
50" Reinforced Concrete Pipe			LF	@	5	\$216	III.	s		\$	
66° Reinforced Concrete Pipe			LF	@	\$	\$263	2	\$		\$	
72" Reinforced Concrete Pipe			LF	@	\$	\$283	es	\$		1 \$	٠
Corrugated Steel Pipe (CSP)	Size		LF	@	_		=	\$		\$	
18" Corrugated Steel Pipe			LF	@	\$	\$66	=	\$		\$	-
24" Cornugated Steel Pipe			LF	@	\$	\$96	=	\$		\$	
30° Corrugated Steel Pipe			LF	@	\$	\$101	=	\$		\$	
36" Corrugated Steel Pipe			LF	@	\$	\$136	-	\$		\$	-
42" Corrugated Steel Pipe			LF	0	5	\$147	=	3		\$	
48" Corrugated Steel Pipe			LF	0	\$	\$169	=	\$		\$	
54" Corrugated Steel Pipe			LF	@	\$	\$193	=	\$		\$	
60" Corrugated Steel Pipe			LF	@	\$	\$227	=	\$		\$	•
36" Corrugated Steel Pipe			LF	0	\$	\$278	=	\$		\$	-
72" Corrugated Steel Pipe	1		LF	@	\$	\$330	100	\$		\$	-
78" Corrugated Steel Pipe			LF	@	\$	\$381	=	\$		\$	-
84" Corrugated Steel Pipe			LF	@	\$	\$432	=	\$		\$	-
Flared End Section (FES) RCP	18"	2.00	EA	@	\$	414	=	\$	828.00	\$	828.0
Flared End Section (FES) RCP	30"	2.00	EA	@	\$	564	=	\$	1,128.00	\$	1,128.0
Flared End Section (FES) CSP	+ :		EA	@	\$		=	\$		\$	•
End Treatment- Headwail			EA	@	\$		=	\$		\$	
End Treatment- Wingwall			EA	@	\$		! =	\$		\$	*
End Treatment - Cutoff Wall			EA	0	\$		=	\$		\$	-
Curb Inlet (Type R) L=5', Depth < 5 fee	at .		EA	0	\$	\$3,791	=	\$		\$	-
Curb Inlet (Type R) L=5', 5'-10' Depth			EA	0	\$	\$5,044		\$		\$	٠
Curb Inlet (Type R) L =5', 10'-15' Depi	th		EA	@	\$	\$6,027	100	\$		\$	•
Curb Inlet (Type R) L =10', Depth < 5 f	eet		EA	0	\$	\$5,528	-	5	1	\$	-
Curb Inlet (Type R) L =10' , 5'-10' Dept	th		EA	@	S	\$6,694	=	S		; \$	
Curb Inlet (Type R) L =10' , 10'-15' Dep	oth		EA	0	3	\$7,500	=	\$		\$	•
Curb Inlet (Type R) L =15', Depth < 5	feet .		EA	0	\$	\$7,923	1 000	\$		\$	
Curb Inlet (Type R) L =15', 5'-10' Dept	h		EA	0	\$	\$8,000		\$	1	\$	
Curb Inlet (Type R) L =15' , 10'-15' Dep	oth		EA	0	\$	\$8,800	=	\$	-	\$	-
Curb Inlet (Type R) L =20', Depth < 5	feet		EA	0	5	\$8,000	22	\$		; \$	•
Curb Inlet (Type R) L =20' , 5'-10' Dept	h		:EA		\$	\$8,830	=	\$		: \$	-
Curb Inlet (Type R) L =	Depth		EA	0	\$			\$		\$	-
Curb Inlet (Type R) L =	Depth		EA	0	\$		=	\$	9	:\$	
Grated Inlet (Type C), < 5' deep	towns the state of		EA	0	\$	\$3,270	=	\$		\$	
Grated Inlet (Type D), < 5' deep			EA	@.	\$	\$3,908	=	S	1	\$	
Storm Sewer Manhole, Box Base, Dep	th < 15 feet		EA	0	\$	\$8,592	-	\$		\$	
Storm Sewer Manhole, Slab Base, Dep	oth < 15 feet		EA		\$	\$4,575	28	\$		\$	4
eotextile (Erosion Control)			SY	0	\$	\$5	=	\$		\$	-
kip Rap. d50 Size from 6" to 24"		21.50	CY	. @	\$	\$98	; = ;	\$	2,107.00	\$	2,107.00

Fip Rap, Grouted	CY	@	\$	\$215	=	\$		\$ . *
Orainage Channel Construction, Size ( W x H )	LF	@	\$		=	\$	1	\$ 
Channel Lining, Concrete	CY	@	\$	\$450	===	\$		\$ . *
Channel Lining, Rip Rap	CY	@	\$	\$98	=	\$		\$ . *
Channel Lining, Grass	AC	@	\$	\$1,287	=	\$		\$ - *
Channel Lining, Other Stabilization	SY	@	\$	\$3	=	\$		\$ 
Detention Outlet Structure	EA	@	\$		=	\$		\$ 
Detention Emergency Spillway	EA	@	\$		=	\$		\$ . *
Permanent Water Quality Facility (Describe)	EA	@	\$		=	\$		\$ . *
* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance process. + For flared end sections, multiply pipe LF cost by 6			Sectio	n 2 Subtota	=	133,227		227.00 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units			Price		ad on the san	a de george	% Complete		emaining
- Roadway Improvements						1		Pt + annumber (000 Pt		-	
Include any applicable items from above Public			@	\$		=	\$			\$	-
mprovements list, that are to be private and NOT		F Ø Jag niter (in nisklipnskrekken)	0	\$		=	\$			\$	•
maintained by El Paso County)		- Marian Train	@	\$		=	\$			\$	*
Concrete Sidewalk, 4" thick		SY	0	\$	\$38	=	\$		-	\$	-
Mailbox Pad	1.00	EA	0	\$	\$1,500	1 90	\$	1,500.00	dest marks     0	\$	1,500.00
				\$		=	\$			\$	•
- Storm Drain Improvements	44 th 5 th 4 th 1	1	1	ente victo	6.1 commission			- a confidence or as		- 200	
	P. Makagananan da ana ana ana ana		@	\$	a construct Sand	96	\$	to more distance bounds to an		\$	4
(Include any applicable items from above Public Improvements list, that are to be private and NOT		1	0	\$		18	5			\$	
maintained by El Paso County)		1	•	\$		-	\$			\$	
1	20.00	-						7 777 00			7,332.00
30" HDPE Pond Outlet Pipe	78.00	LF	@	-	\$94	=		7,332.00		\$	
Flared End Section (FES) RCP 30"	1,00	EA	@	\$	564	=		564.00		\$	564.00
Rip Rap, d50 Size from 6" to 24"	100.00	CY	0	\$	\$98	=	\$	9,800.00		\$	9,800.00
Detention Pond Forebay	1.00	EA	@	\$	3,000	101	\$	3,000.00		\$	3,000.00
Detention Outlet Structure	1.00	EA	@	_	8,000	=	\$	8,000.00		\$	8,000.00
Detention Emergency Spillway	1.00	EA	@	\$	6,000	0	\$	6,000.00		\$	6,000.00
- Water System Improvements											**************
Water Main Pipe (PVC), Size 8"		LF	@	\$	\$94	-	\$			\$	•
Water Main Pipe (Ductile Iron), Size 8"		LF	0	\$	\$137	=	\$			\$	
Gate Valves, 6"		EA	@	\$	\$1,852		\$			\$	
Fire Hydrant Assembly w/ all valves		EA	@	\$	\$6,430	-	\$			\$	
Water Service Line Installation, including tap and valves		EA	@	\$	1,253	=	\$			\$	-
Fire Cistem Installation, complete		EA	@	\$		==	\$			\$	•
- Sanitary Sewer Improvements		-				1					
Sewer Main Pipe (PVC), Size 8"		LF	0	\$	\$94	13	\$			\$	
Sanitary Sewer Manhole, Depth < 15 feet		EA	@	\$	\$4,575	=	\$			\$	
Sanitary Service Line installation, complete		EA	@	\$	1,516	sex	\$			\$	
Sanitary Sewer Lift Station, complete		EA	@	\$		14	\$			\$	٠
by 1	* *****************	-	-	247 14 mil		-		-			management and broken to be the
- Landscaping (if Applicable) (List landscaping line items and cost - usually only in		-	1	********	1 0 43 \$155 to 60 to	-		a manufacture and se and separate places			-
case of subdivision specific condition of approval, or		EA	0	\$			\$			\$	-
PUD)		EA	@	\$		=	\$				
t and process control of the control		EA	@	\$		-	\$			\$	*
and the second s		EA	@:	\$		=	\$		Appendix and	\$	4
to the second se		EA	0	\$		=	\$			\$	-
***items in this section are not subject to defect	Manage State of State		1 1	-		-	un despesa	and the state of t		a simulation	-
warranty financial assurance		1		Santin	n 3 Subtota		\$	36,196.00	To an abatempaparameter	agens seen a	36,196.00

As-built drawings - (FILL IN IF THERE ARE ANY PUL	BLICLY-MAINTAINED IMPROVEMENTS) \$	\$2,000
Inc. survey to verify detention pond volumes.)	Total Construction Financial Assurance	\$232,373.00
	(Sum of all section subtotals)	ngamatan san
makes t t t p about these becomes the property of the party of the par	Total Remaining Construction Financial Assurance	232,373,00
A 10- 4 a repropriée du réprés de la financia del la financia de l	(Sum of all section totals less credit for items complete)	
and the second delication of the second party to the second secon	Total Defect Warranty Financial Assurance	\$37,573.00
(20% of all its	ems identified as public improvements(*). To be collateralized at time of preliminary acceptance)	
	O REGIO	
pprovals	100000 F. 11/2	
	SP. SCE: 4 2	
	M - 1/M 0 1/1 2	
hands with that this is an example of the	actimate of 1994. It has work as shown on the anomyed Construction Drawings accordated with the	a Droiect
hereby certify that this is an accurate and an accurate	estimate of the work as shown on the approved Construction Drawings associated with the	ne Project.
hereby certify that this is an accurate and	estimate of the work as shown on the approved Construction Drawings associated with the	ne Project.
how	3/5/19	ne Project.
hereby certify that this is an accurate at a superior	3/5/19	ne Project.
how	3/5/19	ne Project.
how	20191 3 3/57/9	ne Project.
how	3/5/19	ne Project.
how	Date Date	ne Project.
how	Date Date	ne Project.
how	3/5/19	ne Project.
ingineer	Date Date	ne Project.
how	20191 3/5/19 Date  3/5/19	ne Project.
approved by Qwner / Applicant	20191 3/5/19 Date  3/5/19	ne Project.
pproved by Owner / Applicant Approved by Discontification of the Discontification of the Country of Applicant of the Country of Applicant of Applica	Date  Date  Date  Date	ne Project.
approved by Cowner / Applicant Approved by Eleventh Nillyano on taked of a available from County	20191 3/5/19 Date  3/5/19	ne Project.
approved by Cowner / Applicant Approved by Eleventh Nillyano on taked of a available from County	DNAL ERGENTIAN Date  3   5   9  Date  Date  Date  2019 4:19:46 PM	ne Project.



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

### **COLORADO**

HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

# PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date:

August 8, 2019

To: From: Deputy Clerk to the Board of County Commissioners Mike Hrebenar, Project Management, Group Manager

Re:

Settlers View (14 lots; 1,830 LF)

File #:

SF-18-041

Attached is Letter of Credit #3963 issued by Farmers State Bank in the amount of Two Hundred Thirty One Thousand Two Hundred Forty Six Dollars 00/100 (USD \$231,246.00), on behalf of Settlers View, Inc. Included is check #5005 from Ent Credit Union in the amount of Eleven Hundred Twenty-Seven Dollars and 00/100 (\$1,127.00) to complete the security to guaranty the construction and completion of grading and erosion control per attached Financial Assurance Form.

Expiration Date: April 24, 2020.

If you have any questions, please contact Beverly Gonzales at (719) 520-7944 or beverlygonzales@elpasoco.com

Received

Office of Clerk to the Board of County Commissioners

27. 1861 S



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

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Your Community. Your Bank. Your FSB.

Issue Date: April 24, 2019 Expiration Date: April 24, 2020

Irrevocable Standby Letter of Credit No: LTR-3963 Amount: \$231,246.00

Applicant: Settlers View, Inc.

16189 Forest Light Drive Colorado Springs, CO 80908

Beneficiary: Board of County Commissioners, El Paso County

200 South Cascade Avenue, Suite 100

Colorado Springs, CO 80903

We hereby establish our Irrevocable Letter of Credit in our favor and for the account of Settlers View, Inc., up to an aggregate amount of Two Hundred Thirty One Thousand Two Hundred Forty Six Dollars (USD \$231,246.00) available by your drafts drawn on us at sight, to guaranty the construction and completion of grading and erosion control per the attached Financial Assurance Form in connection with the development of Settlers View Subdivision. Partial drawings are permitted. The amount of any partial drawing shall reduce the amount available hereunder.

Drafts drawn under this credit should bear the clause "Drawn Under Farmers State Bank, Letter of Credit No. 3963 dated April 24, 2019."

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document herein or in which this Letter of Credit relates.

This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be in the District Court in and for El Paso County, Colorado. This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce of Commercial Publication Number 500; provided, however, in the event of a conflict between the Uniform Customs and Practices for Documentary Credits, Publication Number 500 and Colorado Law, Colorado Law shall control.





We hereby engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon due presentation to our office, 7025 Old Meridian Road, Falcon, CO 80831, if presented on or before April 24, 2020. In addition, if the Bank is located outside of El Paso County, Colorado, Farmers State Bank hereby agrees to honor each draft for payment made in compliance with the terms of the Letter of Credit if duly presented by registered mail or overnight courier, together with any documents specified herein, on or before the expiration date of the Letter of Credit.

Bret swennes

4/24/2019

State of Colorado County of B Paso

On this  $7^{44}$  they of Apcil.2019, Bret Swenner personally appeared before me, whose identity I vertical on the basis of CO.DL, to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Notary Public

My Commission Expires 11/27/2022

CLAIRE JANEAN WILSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184045446
My Commission Expires 11-27-2022

Chuck Broerman 07/31/2019 02:58:06 PM Doc \$0.00 9 Rec \$0.00 Pages

#### SUBDIVISION IMPROVEMENTS AGREEMENT

El Paso County, CO 219088078

THIS AGREEMENT, made betweenSettlers View, Inc., 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 Settlers View Subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 3028137 (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) A 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 an Irrevocable letter of credit;

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

- I. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit(s) A attached 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 (Letter of Credit):
  - a. A plat restriction appearing on the face of the plat which reads as follows:

An irrevocable letter of credit from Farmers State Bank & Bank in the amount of \$ 232,373.00 + Check 5005 pmf 1127.00

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of security for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

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 than 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 <u>Exhibit A</u> 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 or, if constructed in phases, in any phase thereof, 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 or the particular phase thereof 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 or, if constructed in phases, in any phase thereof, 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, identified by phase if applicable, 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, or Phase of 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 or Subdivision Phase 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 3028137 (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 Settlers View 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:
Date Final Plat Approved)	Mark Waller, Chairman

County Clerk and Recorder  Striers VIEW INC.  Subdivider	
By:  Representative (if applicable)  Subscribed, sworn to and acknowledged before me this	•
My commission expires: 1-28-2023  ALEXANDRA RIGGS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194003747 MY COMMISSION EXPIRES, IAM LARY 28, 2023	-

### 2015 Financial Assurance

11/14/18

## Estimate Form (with pre-plat construction)

Project Information	n			
Settlers View (14 kg	ots; 1,830 LF)	C. T. Com. Co. Manager.	3/5/2019	
Project Name			Date	

Section 1 - Grading and Erosion Control BMPs	Quantity	Unit	5		Price				% Complete	R	lemaining
Earthwork*	7,144.00	CY	. @	\$	\$5	=	\$	35,720.00		\$	35,720.00
Permanent Seeding* (inc. noxious weed mgmnt.)	2.00	AC	@	\$	\$582	=	3	1,164.00		\$	1,164.00
Mulching*	2,00	'AC	@	\$	\$507	. = :	\$	1,014.00		\$	1,014.00
Permanent Erosion Control Blanket*	2,790.00	SY	. @	\$	\$6	-	\$	16,740.00		\$	16,740.00
Temporary Erosion Control Blanket		SY	@:	\$	\$3		\$			\$	
Vehicle Tracking Control	1.00	EA	0	\$	\$1,625	100	\$	1,625.00		\$	1,625.00
Safety Fence		LF		\$	\$3	=	\$			\$	
Silt Fence	500.00	LF	0	\$	\$4	az .	S	2,000.00		\$	2,000.00
Temporary Seeding		;AC	. @.	S	\$485	=	S		,	\$	
Temporary Mulch		AC	@	\$	\$507	122	5			\$	*
Erosion Bales	36.00	EA	10	\$	\$21	=	\$	756.00		\$	756.00
Erosion Logs		LF	. @	\$	\$6		\$			\$	
Rock Ditch Checks		EA	@	\$		100	\$			\$	
Inlet Protection	2.00	EA	@	\$	\$153	=	\$	306.00	1	\$	306.00
Sediment Basin	1.00	EA	0	\$	\$1,625	=	\$	1,625.00		\$	1,625.00
Concrete Washout Basin		EA	0	\$	\$776	1 = 1	2	1		\$	*
			0	\$		=	\$	and the same of th		\$	
* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance process.		Branch Englanded States		Section	n 1 Subtota	-	s	60,950.00		\$	60,950.00

Section 2 - Public Improvements**	Quantity	Units			Price				% Complete		Remaining
- Roadway Improvements				e-cons							
Construction Traffic Control	7	LS	0	\$		No.	\$			\$	
Aggregate Base Course (120 lb/cf @ 6" thick)	2,000.00	Tons	. @	\$	\$18	-	\$	36,000.00		\$	36,000.00
Asphalt Pavement (110 lb/sy/in @ 4" thick)	1,300.00	!Tons	0	5	\$65	-	\$	84,500.00		\$	84,500.00
Raised Median, Paved		SF	0	\$	\$7	; =	\$			\$	
Electrical Conduit, Size =		LF	0	\$	\$14	-=	\$			\$	•
Traffic Signal, complete intersection		EA	0	\$	\$250,000	=	\$			\$	•
Regulatory Sign	1.00	EA	0	\$	\$100	=	\$	100,00		\$	100,00
Advisory Sign		EA	0	\$	\$100	=	\$			\$	-
Guide/Street Name Sign	1.00	EA	@	\$			\$			\$	•
Epoxy Pavement Marking		SF	@	\$	\$12	23	\$			\$	
Thermoplastic Pavement Marking	1	SF	. @:	2	\$22	- 2	\$			\$	•
Barricade - Type 3		EA	@	\$	\$115	=	\$			\$	
Delineator (Type I)		EA	@	\$	\$21	=	\$			\$	
Curb and Gutter, Type C (Ramp)		LF	@:	\$	\$21		S			\$	٠
Curb and Gutter, Type A (6" Vertical)	1	LF	@	\$	\$16	7 22	\$			\$	
Curb and Gutter, Type B (Median)		'LF	@	\$	\$13	==	\$			\$	*
Concrete Sidewalk, 4"		SY	@		\$38		\$			\$	
Concrete Sidewalk, 5"		SY	@		\$48	1	S			\$	4
Concrete Sidewalk, 6"		SY	@		\$57		S			\$	-
Pedestrian Ramp		SY	@	\$	\$108	=	\$			S	**

	100 110 4 001			- 0	,						
Cross Pan			SY	. @	\$	\$53	- ==	3		\$	*
Curb Chase	angelia desde de la companya del companya del companya de la compa		EA		S	\$1,300	. ==	. \$		\$	-
Guardrail Type 3 (W-Beam)			LF	@	\$	\$18	-	\$		\$	
Guardrail Type 7 (Concrete)	_		LF	@	\$	\$67	=	\$	1	\$	-
Guardrail End Anchorage			EA	@	\$	\$1,978		\$		. \$	*
Guardrail Impact Attenuator	,		EA		· S	\$3,564	77	\$		\$	-
Sound Barrier Fence			LF	. @	\$	\$100	=	\$		. \$	**
Of the David Lands and Lands				-							
- Storm Drain Improvements Concrete Rev Culved (M. Standard), Size	a ( M × H )	44 W M M	:LF	. @	s		1-	\$	0 (-1.000 pain 0.11)	\$	etics - sale
Concrete Box Culvert (M Standard), Size	*		LF	@	\$		533	\$		\$	
Reinforced Concrete Pipe (RCP)	Size	56.00				000	-		3,864.00	-	2 054 00
18" Reinforced Concrete Pipe		36.00	*LF	0	5	\$69	- 1	\$	3,004.00 ;	\$	3,864.00
24" Reinforced Concrete Pipe		FO 70	LF	@	\$	\$84	=	\$	4 700 00	[\$	4 700 00
30" Reinforced Concrete Pipe	1	50.00	LF	Φ,	\$	\$94	. =	\$	4,700.00 !	: \$	4,700.00
36" Reinforced Concrete Pipe	,		:LF	@:	\$	\$124	-			\$	•
42" Reinforced Concrete Pipe	;		LF		5	\$134	=	\$		5	
48" Reinforced Concrete Pipe			LF	@	\$	\$178	-	\$	4	\$	4
54" Reinforced Concrete Pipe			LF	.0	\$	\$182	=	\$	die d	= \$	
50" Reinforced Concrete Pipe	i		ILF	@	\$	\$216	-	\$	:	\$	*
66" Reinforced Concrete Pipe			LF	0	S	\$263		\$	2	\$	*
72" Reinforced Concrete Pipe	1		LF	0	\$	\$283	1 =	\$	2	: \$	-
Corrugated Steel Pipe (CSP)	Size		LF		\$		. =	\$	:	. \$	-
18" Corrugated Steel Pipe			·LF	0	\$	\$66	: =	\$		: \$	-
24" Corrugated Steel Pipe	destruction of the second of t		LF	@	2	\$96	-	S		\$	*
			LF	0	-	\$101	-	-	1	\$	-
30" Corrugated Steel Pipe	1		LF	@	3		-	\$	1	\$	
36" Corrugated Steel Pipe			and warmen	@	-	\$136		-	1	\$	
42" Corrugated Steel Pipe			LF		\$	\$147	Plant	\$		THE RESIDENCE	
48" Corrugated Steel Pipe	page and the page of the second		LF	@	-	\$169	=	\$		\$	
54° Corrugated Steel Pipe			LF	@	3	\$193		\$		\$	
60" Corrugated Steel Pipe			LF	@	\$	\$227	=	-	-	\$	•
66" Corrugated Steel Pipe	-		!LF	@	\$	\$278	-	-		\$	-
72* Corrugated Steel Pipe			ILF	0	\$	\$330	200	\$	-	\$	-
78" Corrugated Steel Pipe			LF	@	\$	\$381	-	2		*	-
84" Corrugated Steel Pipe	-		LF	@	\$	\$432	84	\$	1	\$	-
Flared End Section (FES) RCP	18"	2.00	EA	0	\$	414	22	\$	828.00	\$	828.00
Flared End Section (FES) RCP	30"	2.00	EA	@;	\$	564	=	\$	1,128.00	\$	1,128.00
Flared End Section (FES) CSP	+		EA	@	\$		=	\$		; \$	
End Treatment- Headwall	\$ 1		EA	@	\$		=	\$	i	\$	
End Treatment- Wingwall	-		EA	:0	\$		=	\$	1	\$	
End Treatment - Cutoff Wall	:		:EA	@	\$		1 3	\$	1	\$	*
Curb Inlet (Type R) L=5', Depth < 5 feet			:EA	0		\$3,791	. =	5		\$	-
Curb Inlet (Type R) L=5', 5'-10' Depth	To the same control of the same of the sam		EA		\$	\$5,044	na dispress	\$		\$	y
Curb Inlet (Type R) L =5', 10'-15' Depth			EA		\$	\$6,027	; =	\$		\$	-
and a second sec			:EA			\$5,528		\$		\$	-
Curb Inlet (Type R) L =10', Depth < 5 fee				4 1	-		=	-	141 =	: \$	-
Curb Inlet (Type R) L =10' , 5'-10' Depth			EA	0	-	\$6,694	pr 1 pr	\$		2 "10 brots	
Curb Inlet (Type R) L =10', 10'-15' Depti	4 400		EA	. @:	-	\$7,500	:=			\$	
Curb Inlet (Type R) L =15', Depth < 5 fe			EA	*** ***	\$	\$7,923	100	\$		\$	*
Curb Inlet (Type R) L =15' , 5'-10' Depth			.EA	@:	_	\$8,000	7190	-		\$	4
Curb Inlet (Type R) L =15' , 10'-15' Depti			EA	0	100	\$8,800	=	-		\$	
Curb Inlet (Type R) L =20', Depth < 5 fe	et		EA	@	\$	\$8,000	=	\$		\$	-
Curb Inlet (Type R) L =20', 5'-10' Depth			:EA	@:	-	\$8,830	n	3		\$	
Curb Inlet (Type R) L =	Depth		EA .	@:	\$		- 83	\$		\$	-
Curb Inlet (Type R) L =,			EA	@	\$		=	\$	-	. \$	-
Grated Inlet (Type C), < 5' deep			EA	@	\$	\$3,270	=	\$		\$	-
THE PERSON LAND TO SERVICE	1111		:EA	@	S	\$3,908	377	3		\$	
Grated linet (Type D), - 3 odep			NOVE 1	46.	MARRIED		. 33			. \$	_
1 A 1 1 PROPERTY OF A 1 PROPERTY OF A	< 15 feet		EA	@	\$	\$8,592		\$		. 7	
Storm Sewer Manhole, Box Base, Depth				@ @	\$		13	-		-	-
Grated Inlet (Type D), < 5' deep Storm Sewer Manhole, Box Base, Depth Storm Sewer Manhole, Slab Base, Depth Geotextile (Erosion Control)			EA EA ·SY			\$8,592 \$4,575 \$5	-0.0	5		\$	-

Rip Rap, Grouted		CY	(i):	S	\$215	-	\$	. 9		3
Drainage Channel Construction, Size ( W x		LF	ŵ	\$			\$	\$	-	*
Channel Lining, Concrete		-CY	(4)	s	\$450		\$	\$	-	×
Channel Uning, Rip Rap	1	CY	(4)	\$	\$98		\$	\$	-	
Channel Lining, Grass		AC	@;	\$	\$1,287	=	\$	\$		
Channel Lining, Other Stabilization		SY	(Ē)	\$	\$3	-	\$	\$	-	
Detention Outlet Structure		2.5	@;	\$		=	\$ -	\$		
Detention Emergency Spillway		rs.	Û	\$		7	\$	\$		*
Permanent Water Quality Facility (Describe)		E.A	(7)	\$		=	\$	\$		
The second secon	1 to 41 to the Art of the									

\* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance process. + For flared end sections, multiply pipe LF cost by 6

= 133,227.00 133,227.00 \*\*

Section 2 Section

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units			Price		9		% Complete	P. C	emaining
- Roadway Improvements	4 - 20 172 1 20 4 4 10 10									-	
Include any applicable items from above Public		1	@	\$		=	\$		1.1	\$	-
mprovements list, that are to be private and NOT maintained by El Paso County)		-	@	\$			\$			\$	•
remove tool to be seen against the second to be				_		-	\$			\$	-
Concrete Sidewalk, 4" thick	. 22	SY	@:	\$	\$38	- 22	\$				*
Mailbox Pad	1.00	:EA	@	\$	\$1,500	2 100	\$	1,500.00	1 2		1,500.00
e mane es la part o mane			0	\$		. =	\$		1 4	\$	•
AND	-							l lorge sterr	0 % re-institutions run		
- Storm Drain Improvements	1			other a			-	and dispetitives			
Include any applicable items from above Public		1	@	\$		=	\$		1 5	\$	٠
mprovements list, that are to be private and NOT		- 49 1	@	\$		2	\$	-	1 9	-	-
maintained by Et Paso County)			@:	\$		de	\$		- 4	\$	
<u> </u>		i	1								
30" HDPE Pond Outlet Pipe	78.00	LF	0	\$	\$94	=	\$	7,332.00	. 1		7,332.00
Flared End Section (FES) RCP 30"	1.00	EA	@	3	564	=	\$	564.00	1.5	5	564.00
Rip Rap, d50 Size from 6" to 24"	100.00	CY	@	\$	\$98	=	\$	9,800.00	1	5	9,800.00
Detention Pond Forebay	1.00	EA	@	\$	3,000	=	S	3,000.00	1.5	;	3,000.00
Detention Outlet Structure	1.00	EA	@	\$	8,000	=	\$	8,000.00	1 4		8,000.00
Detention Emergency Spillway	1.00	EA	@	\$	6,000	=	\$	6,000.00	1		6,000.00
	and the second of the second of the second of		-				20 07 80 8			-	
- Water System Improvements		1			-	1 -					
Nater Main Pipe (PVC), Size 8*		LF	0	\$	\$94	1 100	\$				•
Water Main Pipe (Ductile Iron), Size 8"		LF	0	\$	\$137	=	\$		1	_	*
Sate Valves, 8"		EA	.0	\$	\$1,852	20	\$		1		•
Fire Hydrant Assembly w/ all valves		EA	(0)	\$	\$6,430	=	\$			_	-
Water Service Line Installation, including tap and valves:		EA	.@	\$	1,253	=	\$	1			٠
Fire Cistern Installation, complete		EA	0	\$		=	\$		- 15		•
- Sanitary Sewer Improvements		-	100			-	only the champeon of the	-	* ***	Pro 000 111	
Sewer Main Pipe (PVC), Size 8"	The second secon	LF	0	\$	\$94	=	\$	1	\$		
Sanitary Sewer Manhole, Depth < 15 feet		EA	0	\$	\$4,575	=	\$	1			*
Sanitary Service Line Installation, complete		EA	: @:	\$	1,516	=	\$		\$		
Sanitary Sewer Lift Station, complete		EA	@	\$			\$		- 3		-
Landscaping (If Applicable)	**************************************	1	-		** ***********				e e listrata prismagal   Eta		
- Landscaping (If Applicable) List landscaping line items and cost - usually only in		EA	0	\$	The second second	-	\$	The second secon		-	
case of subdivision specific condition of approval, or		EA	0	\$		-	\$			_	
PUD)			@	-		100		1			
111 111 114 11 114 114 114 114 114 114		EA		\$		-i!	\$			_	
the latest the second of the s		EA	@:	\$		28	\$		. 5	_	•
		EA	@:	\$		=	\$	;	\$		-
"items in this section are not subject to defect warranty financial assurance		-				1	. —	36,196.00			36,196.00

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Financial Assurance Totals		
As-built drawings - (FILL IN IF T	HERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS)	\$2,000
( Inc. survey to verify detention	pond volumes.) Total Construction Financial Assurance	\$232,373.00
a National Assessment School Control of State of St	(Sum of all section subtotals)	
•	Total Remaining Construction Financial Assurance	232,373.00
to the day in management that	(Sum of all section totals less credit for items complete)	
	Total Defect Warranty Financial Assurance	\$37,573.00
	(20% of all items identified as public improvements(*). To be collateralized at time of pretiminary acceptance)	
de Svalded (Medit 1989) sale	HI ANITO	
Approvals	GENDO KEGO	geologic over the tree of
hereby certify that this is an ac	Corate to the stimate of the for the work as shown on the approved Construction Drawings associated with the	e Project.
Engineer	Date Date	
	THE PARTY OF THE P	
	21-1	
	3/5/19	
Approved by Owner / Applicant	Approved by Etrasaen Milhamp BI Pasa Cereity Planning and Community Development as bashed a Vander frienc, County Engineer, ECRI Administrator	
Approved by Owner / Applicant	Approved  If the Control Programme and Community Development	

7/23 20.19	
	The complete department of the last
\$ 1,12	7.00
Ed & Ju Dollars	Description (Section Control on Section)
$\rightarrow$	
	Dollars



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

#### PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date:

August 8, 2019

To:

El Paso County Finance Office

From:

Mike Hrebenar, Project Management Group Manager

Re:

Settlers View (14 lots; 1,830 LF)

File:

SF-18-041

Attached is a Business Check, # 5005 issued by Ent Credit Union from Settlers View, Inc. in the amount of One thousand One Hundred Twenty Seven Dollars and 00/100 (\$1,127.00) to complete the security to guaranty the construction and completion of grading and erosion control per attached Financial assurance with Letter of Credit issued by Farmers State Bank in the amount of \$231,246.00.

Also attached are the W-9 Taxpayer ID Number and the Surety Estimate.

If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasco.com

Cc: Kristy Smart, Office of Clerk to the Board of County Commissioners.

Received by

Paso County Finance Office

Date: 8 13 19





COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

HOLLY WILLIAMS Stan VanderWerf Cami Bremer

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Cc: Kristy Smart, Office of Clerk to the Board of County Commissioners.



		82-7000/3070	500°=
	SETTLERS V, INC. 5260 HIDDEN ROCK RD. COLORADO SPRINGS, CO 80908	7/23	20.19
X	Pay To The Order Of EL Paso Co.	المحال	\$ 1,127.00
SAFETY CHE	ELEVEN HUNDRED THENT!	SEVEL - W/L	Dollars 🛅 🗮
	ENT CREDIT UNION 800-525-9623 - ENT.COM		
	C : 30 70 7000 51 10008 560 78	05005	

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\*

Chuck Broerman 07/31/2019 02:58:06 PM Doc \$0.00 9 Rec \$0.00 Pages

#### SUBDIVISION IMPROVEMENTS AGREEMENT

El Paso County, CO 219088078

THIS AGREEMENT, made betweenSettlers View, Inc., 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 Settlers View Subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 3028137 (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) A 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 an Irrevocable letter of credit:

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 Exhibit(s) A attached 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 (Letter of Credit):
  - a. A plat restriction appearing on the face of the plat which reads as follows:

An irrevocable letter of credit from Farmers State Bank

Bank in the amount of \$ 232,373.00 + Check 5005 pant 1127.00

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of security for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

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 than 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 or, if constructed in phases, in any phase thereof, 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 or the particular phase thereof 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 or, if constructed in phases, in any phase thereof, 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, identified by phase if applicable, 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, or Phase of 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 or Subdivision Phase 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 3028137 (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 Settlers View 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:
Date Final Plat Approved)	Mark Waller, Chairman

37	Chailes & Broerman	
SEA	Subdivider  Subdivider	
7	By: Representative (if applicable)	
	ubscribed, swom to and acknowledged before me this 12 day of 5,2019 y the parties above named.	. 9
	Ty commission expires: $1 - 28 - 2023$	
	ALEXANDRA RIGGS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194003747 MY COMMISSION EXPIRES JANUARY 28, 2023	_

process.

## Estimate Form (with pre-plat construction)

Settlers View (14 lots; 1,830 LF)				2	3/5/2019						
Project Name	4-4 may-4- mg 4+2			[	Date	40 A 100 ( 10)		-	and at a sag		
Section 1 - Grading and Eroslon Control BMPs	Quantity	Units			Price	4 14 14	h-t-edip wa		% Complete	-	Remaining
Earthwork*	7,144.00	CY	0	\$	\$5	in	\$	35,720.00		\$	35,720.00
Permanent Seeding* (inc. noxious weed mgmnt.)	2.00	AC	0	\$	\$582	=	\$	1,164.00		\$	1,164.00
Mulching*	2.00	AC	0	\$	\$507		\$	1,014.00		\$	1,014.00
Permanent Erosion Control Blanket*	2,790.00	SY	0	\$	\$6	, = 1	\$	16,740.00		\$	16,740.00
Temporary Erosion Control Blanket		:SY	0	\$	53	,	\$			\$	
Vehicle Tracking Control	1.00	EA	@:	\$	\$1,625	-	\$	1,625.00		\$	1,625.00
Safety Fence		LF		\$	\$3	== 1	\$			\$	
Silt Fence	500.00	₹LF	@	\$	\$4	-	5	2,000.00		\$	2,000.00
Temporary Seeding		AC	. @	\$	\$485	-	\$			\$	-
Temporary Mulch		AC	@	\$	\$507	=	\$			\$	
Erosion Bales	36.00	EA		\$	\$21	1 00 1	\$	756.00		\$	756.00
Erosion Logs		LF	@	\$	\$6	-	5			\$	ø
Rock Ditch Checks		EA	@:	\$		-	\$		1	\$	-
Inlet Protection	2.00	EA	@	\$	\$153	=	\$	306.00		\$	306.00
Sediment Basin	1.00	EA		\$	\$1,625	-	\$	1,625.00		\$	1,625.00
Concrete Washout Basin		EA	0	\$	\$776		S			\$	
A gillandi 3 - Na Allanda, Phantagarpatan day ip timolo-gallangian and a state of the state of t			@	\$		=	\$			\$	

Section 2 - Public Improvements**	THE OWNER WHEN THE PROPERTY OF		Price	8-840	Modulum July	d in other the distribution	% Complete	1	Remaining	-000-0		
- Roadway Improvements			4 -45					#1 # H 1		40.00	sop or per in the last	
Construction Traffic Control	1	LS	@	\$		=	\$			\$	-	2
Aggregate Base Course (120 lb/cf @ 6" thick)	2,000.00	Tons	@:	\$	\$18	=	\$	36,000.00		\$	36,000.00	2
Asphalt Pavement (110 lb/sy/in @ 4" thick)	1,300.00	Tons	@	\$	\$65	=	2	84,500.00		\$	84,500.00	*
Raised Median, Paved		SF	@	\$	\$7	, =	\$			\$	-	
Electrical Conduit, Size =		LF	0	\$	\$14	=	\$			\$	-	3
Traffic Signal, complete intersection		EA		\$	\$250,000	13	\$			\$		2
Regulatory Sign	1.00	EA	0	\$	\$100	=	5	100 00		\$	100.00	10
Advisory Sign		EA	0	\$	\$100	107	\$			\$		4
Guide/Street Name Sign	1.00	EA	0	\$		-	\$			\$		4
Epoxy Pavement Marking		SF	0	\$	\$12	10	\$		F1	\$		
Thermoplastic Pavement Marking		SF		3	\$22	Z .	\$			\$	-	34"
Barricade - Type 3		EA	0	\$	\$115	8	S			\$		
Delineator (Type I)		EA	@	\$	\$21	-	5			\$	٠	
Curb and Gutter, Type C (Ramp)		LF	0	\$	\$21	=	\$			\$		
Curb and Gutter, Type A (6" Vertical)		LF	0	\$	\$16		\$			\$		۰
Curb and Gutter, Type B (Median)		LF	@	\$	\$13	=	\$			\$	4	
Concrete Sidewalk, 4"		SY	@		\$38	-	\$			\$	•	
Concrete Sidewalk, 5"		SY	@		\$48		\$			5	•	
Concrete Sidewalk, 6"		SY	9		\$57		\$			\$		
Pedestrian Ramp		SY	(3)	5	\$108	= =	\$			5	-	

Section 1 Subtotal:

Cross Pan			SY		\$	\$53	=	5		\$	4
Curb Chase	-		EA	0	5	\$1,300	40	\$		\$	٠
Guardrail Type 3 (W-Beam)	-		LF	0	\$	\$18		\$		5	
Guardrail Type 7 (Concrete)			LF	@	\$	\$67	22	3	1	5	
Guardrail End Anchorage			EA	0	\$	\$1,978	и	\$		\$	-
Guardrail Impact Attenuator			EA	@	\$	\$3,564	=	\$		\$	-
Sound Barrier Fence			LF	@	S	\$100	22	S	1	: \$	
	and the same of		-	1010			-1.			-	
- Storm Drain Improvements	1	Vicin Con Account					1				
Concrete Box Culvert (M Standard), Si	ze (WxH)		UF	0	\$	. 10.00	-	\$		: \$	
Reinforced Concrete Pipe (RCP)	Size :		LF	@:	\$			\$		. \$	4
18" Reinforced Concrete Pipe		56.00	LF	. @	\$	\$69	i =	\$	3,864.00	. \$	3,864.00
24" Reinforced Concrete Pipe			LF		\$	\$84	=	5		\$	
30" Reinforced Concrete Pipe		50.00	LF	@	\$	\$94	=	S	4,700.00 ;	\$	4,700.00
The party of the same of the s		20100	LF	0	-	\$124	1 88	s	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
36" Reinforced Concrete Pipe			****	0	-		-	-		\$	
42" Reinforced Concrete Pipe			LF	1 - 1	_	\$134	-	\$		100	
48" Reinforced Concrete Pipe			LF	-	\$	\$178	1 =	\$		\$	
54" Reinforced Concrete Pipe			LF	@	\$	\$182	=	-		\$	-
60" Reinforced Concrete Pipe			LF	0	-	\$216	. "	\$	5.121	\$	•
66" Reinforced Concrete Pipe			LF	@	\$	\$263	Br	-		\$	
72" Reinforced Concrete Pipe			.LF	@	\$	\$283	=			1 \$	
Corrugated Steel Pipe (CSP)	Size		LF	8	-		=	\$	1	\$	
18" Corrugated Steel Pipe			LF		\$	\$65	205	\$		: \$	
24" Corrugated Steel Pipe			LF	9	5	\$96	0-000	5	-	\$	
30" Corrugated Steel Pipe			LF		\$	\$101	-	5		\$	
36" Corrugated Steel Pipe			LF	@	5	\$136	100	. \$		\$	- '
42" Corrugated Steel Pipe	MA		LF	9	5	\$147	-	\$		\$	- '
46" Corrugated Steel Pipe	and the state of t		LF	0	\$	\$169	=	\$		\$	
54" Corrugated Steel Pipe			LF	@	2	\$193	=	S		\$	
60" Corrugated Steel Pipe	Mark to state of the state of t		LF	@	\$	\$227	=	\$	-	\$	- 1
66" Corrugated Steel Pipe	AND DESCRIPTION OF THE PARTY OF		LF	@	\$	\$278	=	\$		\$	
72° Corrugated Steel Pipe			LF	0	\$	\$330	-	\$		\$	- '
78" Corrugated Steel Pipe	_		LF	@!	S	\$381	=	\$	1	: \$	, 1
84" Corrugated Steel Pipe			LF	@	\$	\$432	=	\$		\$	
Flared End Section (FES) RCP	18"	2.00	EA	0	\$	414	===	\$	828.00	\$	828.00
Flared End Section (FES) RCP	30"	2.00	EA		\$	564	- 2444VA	5	1,128.00	\$	1,128.00
Flared End Section (FES) CSP	+ 1		EA	.0	5		=	\$		\$	
End Treatment- Headwall			EA	@	\$		=	\$	:	: \$	
End Treatment- Wingwall			EA	@	\$		=	\$	1	\$	
End Treatment - Cutoff Wall			·EA	0	\$		228	\$		\$	-
Curb inlet (Type R) L=5', Depth < 5 fee	t		;EA	0	\$	\$3,791	, ac	\$	1	\$	
Curb Inlet (Type R) L=5', 5'-10' Depth	annual contract and contract an		EA	@	\$	\$5,044		\$		. \$	
Curb Inlet (Type R) L =5', 10'-15' Dept	h ,		EA	0	\$	\$6,027		\$	i	\$	
Curb Inlet (Type R) L =10', Depth < 5 fe	r)		EA	0	5	\$5,528	1=	S	1	\$	
Curb Inlet (Type R) L =10' , 5'-10' Dept			EA	@	-	\$6,694	10	5	44.14	. \$	
Curb inlet (Type R) L =10' , 10'-15' Dep			'EA	.0	-	\$7,500	:=:	-		\$	. 1
Curb Inlet (Type R) L =15', Depth < 5 f			EA	@	\$	\$7,923	- and	S		_\$	
Curb Inlet (Type R) L =15', 5'-10' Depti			.EA	@	\$	\$8,000	=	-		\$	
Curb Inlet (Type R) L =15' , 10'-15' Dep	1000		EA	@	\$	\$8,800	200	-		. \$	
			EA	0	\$	\$8,000	-	\$		\$	_
Curb inlet (Type R) L =20', Depth < 5 f			:EA	0	\$	\$8,830		3		\$	- 4
Curb Inlet (Type R) L =20', 5'-10' Dept			EA	(6)	\$	90,000	- as	3		\$	
	Depth		0.0	@			=			- 5	
Curb Inlet (Type R) L =	Depth		EA		5	\$3,070	=	\$		-1-	
Grated Inlet (Type C), < 5' deep	4.4		EA	@	\$	\$3,270	-	5		\$	
Grated Inlet (Type D), < 5' deep			EA	. 0	\$	\$3,908	-	5		. \$	
Storm Sewer Manhole, Box Base, Dept	III < 12 1661		EA	@	\$	\$8,592	10	3		. \$	
0	AL ART FRAT					50 515					
Storm Sewer Manhole, Slab Base, Dep eatextile (Erosian Control)	oth < 15 feet		EA	0	\$	\$4,575 \$5	100	5		\$	

* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance process. + For flared end sections, multiply pipe LF cost by 6				n 2 Subtota			133,227.00 **
Permanent Water Quality Facility (Describe)	EA	0	\$		=	\$	\$ 
Detention Emergency Spillway	EA	@	\$		=	\$	\$ 
Detention Outlet Structure	EA	@	\$		=	\$	\$ 
Channel Lining, Other Stabilization	:SY	@	\$	\$3	. =	\$	\$ 
Channel Lining, Grass	AC	@	\$	\$1,287	=	\$	\$ 
Channel Lining, Rip Rap	CY	@	\$	\$98	100	\$	\$ · .
Channel Lining, Concrete	CY	@	\$	\$450	=	\$	\$ 
Drainage Channel Construction, Size ( W x H )	LF	(0)	5		. 12	\$	\$ 
Rip Rap, Grouted	CY	(a)	5	\$215	=	. \$	\$

(Private or District)***	****		1			-			Complete	datable to refugitive as an
- Roadway Improvements	a illi terminate				a		or transmit		W1 AND DE ANDERS	-
(Include any applicable items from above Public		4.4	@	\$		=	\$		\$	-
Improvements list, that are to be private and NOT maintained by El Paso County)		11-44	@	\$			\$		\$	-
Concrete Sidewalk, 4" thick		SY	@	\$	\$38	E 44	\$	3	\$	
Mailbox Pad	1.00	EA	@	\$	\$1,500	m	\$	1,500.00	\$	1,500.00
		1	0	\$		=	\$		: \$	
		1 -1		mire dit 11						
- Storm Drain Improvements			1	and a	a make					
(Include any applicable items from above Public			@	\$		=	\$		: \$	
Improvements list, that are to be private and NOT			@	\$		=	\$	;	: \$	~
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Water Main Pipe (Ductile Iron), Size 8"		LF	(0)	\$	5137	=	\$	1	\$	
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- Sanitary Sewer Improvements	Made I contact any management and the	-	-				10003 Mile Spec 6"1	1		A-(-1/10-00-00-00-00-00-00-00-00-00-00-00-00-0
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the second secon	Total Defect Warranty Financial Assura	nce	\$37,573.00
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h high all and representative and representative and the state of the	HI ANIM	-	-
Approvals	REGISTAL		appears, construct of the
Approvais	State School Co.		
I beauty and at the state of	corate pure estimate of the for the work as shown on the approved Construction Drawings associated		
nereby certify that this is an acc		with the	e Project
nereby certify that this is an acc	# 1/20001 E 3/57/9	with th	e Project.
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Engineer	Date 3 5 1 9	with th	e Project.

## Form W-9

(Rev. October 2018)

Department of the Treasury
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.									
-	ettlers View, Inc.  Business name/disregarded entity name, if different from above							-			
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sage 3.	Check appropriate box for federal tax classification of the person whose n following seven boxes.	arne is entered on line 1. Check or	nly one	of the	Ce	rtain		s, no	t Ind	ividu	only to als; see
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ds 5	Address (number, street, and apt. or suite no.) See instructions.	Requ	Jester's	name	and	addre	ess (or	otiona	al)		
8 16	5189 Forest Light Drive										
6	City, state, and ZIP code										
C	.S., CO 80908										
-	List account number(s) here (optional)		-							-	***************************************
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	ur TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avoid	So	cial s	ecurit	y nu	mber	**********			MILE HOLL WATER
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2. I am n Servic	ot subject to backup withholding because: (a) I am exempt from be (IRS) that I am subject to backup withholding as a result of a failing ger subject to backup withholding; and	ackup withholding, or (b) I hav	e not l	been	notifi	ed b	y the	Inte			
	U.S. citizen or other U.S. person (defined below); and										
	ATCA code(s) entered on this form (if any) indicating that I am exer	npt from FATCA reporting is c	orrect.								
you have acquisition	tion instructions. You must cross out item 2 above if you have been failed to report all interest and dividends on your tax return. For real e on or abandonment of secured property, cancellation of debt, contribu- n interest and dividends, you are not required to sign the certification,	estate transactions, item 2 does itions to an individual retirement	not ap	oply. F	or mo	ortga A), a	ige int	eres neral	t pai	d, ayme	ents
Sign Here	Signature of U.S. person	Date ▶		1/2	3/1	9					
Gene	eral Instructions	• Form 1099-DIV (dividend	ds, inc	luding	tho	se fr	om st	ocks	or	mutu	al
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Future d	evelopments. For the latest information about developments of Form W-9 and its instructions, such as legislation enacted	<ul><li>Form 1099-B (stock or m</li></ul>	nutual	fund	sales	and	certa	ain o	ther		
	were published, go to www.irs.gov/FormW9.	<ul><li>transactions by brokers)</li><li>Form 1099-S (proceeds</li></ul>	from r	eal es	state	trans	sactio	ns)			
Purpo	ose of Form	• Form 1099-K (merchant						,	rans	actio	ns)
	dual or entity (Form W-9 requester) who is required to file an on return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgates)</li> <li>1098-T (tuition)</li> </ul>	age int	terest	), 109	98-E	(stud	ent l	loan	inter	rest),
identifica	tion number (TIN) which may be your social security number	• Form 1099-C (canceled	debt)								
	dividual taxpayer identification number (ITIN), adoption identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisition</li> </ul>	or ab	andor	nmen	t of s	secure	ed p	rope	rty)	
EIN), to i	report on an information return the amount paid to you, or other eportable on an information return. Examples of information	Use Form W-9 only if yo alien), to provide your corr			. per	son (	includ	ding	a re	side	nt
	aclude, but are not limited to, the following.  O99-INT (interest earned or paid)	If you do not return Form be subject to backup with! later.									



Your Community. Your Bank. Your FSB.

Issue Date: April 24, 2019 Expiration Date: April 24, 2020

Irrevocable Standby Letter of Credit No: LTR-3963 Amount: \$231,246.00

Applicant: Settlers View, Inc.

16189 Forest Light Drive Colorado Springs, CO 80908

Beneficiary: Board of County Commissioners, El Paso County

200 South Cascade Avenue, Suite 100

Colorado Springs, CO 80903

We hereby establish our Irrevocable Letter of Credit in our favor and for the account of Settlers View, Inc., up to an aggregate amount of Two Hundred Thirty One Thousand Two Hundred Forty Six Dollars (USD \$231,246.00) available by your drafts drawn on us at sight, to guaranty the construction and completion of grading and erosion control per the attached Financial Assurance Form in connection with the development of Settlers View Subdivision. Partial drawings are permitted. The amount of any partial drawing shall reduce the amount available hereunder.

Drafts drawn under this credit should bear the clause "Drawn Under Farmers State Bank, Letter of Credit No. 3963 dated April 24, 2019."

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document herein or in which this Letter of Credit relates.

This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be in the District Court in and for El Paso County, Colorado. This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce of Commercial Publication Number 500; provided, however, in the event of a conflict between the Uniform Customs and Practices for Documentary Credits, Publication Number 500 and Colorado Law, Colorado Law shall control.





We hereby engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon due presentation to our office, 7025 Old Meridian Road, Falcon, CO 80831, if presented on or before April 24, 2020. In addition, if the Bank is located outside of El Paso County, Colorado, Farmers State Bank hereby agrees to honor each draft for payment made in compliance with the terms of the Letter of Credit if duly presented by registered mail or overnight courier, together with any documents specified herein, on or before the expiration date of the Letter of Credit.

Bret Swennes

4/24/2019

State of Coloredo County of El Paso

On this 24th day of April . 2019, Bret Swennes parsonally appeared before me, whose identity I vertical on the besis of CO. DL to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Clair 2 Williams Hotory Public

My Commission Expires 11/27/2022

CLAIRE JANEAN WILSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184045446 My Commission Expires 11-27-2022

# Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.		,					
	Settlers View, Inc.								
	2 Business name/disregarded entity name, if different from above							-	
page 3.	3 Check appropriate box for federal tax classification of the person whose na following seven boxes.	ame is entered on line 1. Che	eck only <b>on</b> e	of the	certa	emption in entitle uctions o	s, not i	ndividu	
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation single-member LLC	on Partnership	Trust/e			npt paye	, ,		
typ	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partners	ship) ▶	S					
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classifical LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	from the owner unless the o purposes. Otherwise, a sing	wner of the li le-member L	LLC is		nption fro (if any)	m FAT	CA rep	orting
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See	16189 Forest Light Drive								
	6 City, state, and ZIP code								
1.	C.S., CO 80908  7 List account number(s) here (optional)								
	List account number (s) free a (optional)								
Par	Taxpayer Identification Number (TIN)								
	our TIN in the appropriate box. The TIN provided must match the na	me given on line 1 to avo	oid Sc	ocial secu	rity :	number			
backu	o withholding. For individuals, this is generally your social security nu	imber (SSN). However, fo			1		1 [		
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2. I am Serv	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from barice (IRS) that I am subject to backup withholding as a result of a failu	ackup withholding, or (b)	I have not	been no	tified	by the	Intern		
	onger subject to backup withholding; and								
	a U.S. citizen or other U.S. person (defined below); and	ant from EATCA reporting	a in nament						
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you ha	we failed to report all interest and dividends on your tax return. For real etion or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	state transactions, item 2 tions to an individual retire	does not ap	oply. For	mort	gage in	terest p	paid,	nents
Sign Here	Signature of U.S. person	D	ate >	7/23	/10	i			
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related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted bey were published, go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .	<ul> <li>Form 1099-B (stock transactions by broke</li> </ul>		fund sa	les a	nd cert	ain oth	er	
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	oose of Form	• Form 1099-K (merc			,				
informa	vidual or entity (Form W-9 requester) who is required to file an attion return with the IRS must obtain your correct taxpayer	• Form 1098 (home n 1098-T (tuition)		iterest),	1098	-E (stud	lent lo	an inte	erest),
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(EIN), t	er identification number (ATIN), or employer identification number or report on an information return the amount paid to you, or other treportable on an information return. Examples of information	<ul> <li>Form 1099-A (acqui Use Form W-9 only alien), to provide you</li> </ul>	if you are	a U.S. p					
returns	include, but are not limited to, the following.  1099-INT (interest earned or paid)	If you do not return be subject to backup	Form W-9	to the r					

later.



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

#### PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date:

August 8, 2019

To:

El Paso County Finance Office

From:

Mike Hrebenar, Project Management Group Manager

Re:

New Escrow Account-Settlers View Subdivision

File:

SF-18-041

Attached is a Business Check, # 5006 issued by Ent Federal Credit Union from Settlers View, Inc. in the amount of Thirty Two Thousand Nine Hundred Seventy Dollars and 00/100 (\$32,970.00) to be held in escrow by El Paso County toward the cost of the design and future paving of Steppler Road north of Silver Nell Drive and south of Walker Road.

Also attached is the Recorded Escrow Agreement signed by the Chair of the Board of County Commissioners, Mark Waller on 22<sup>nd</sup> day of July 2019.

Also attached is the W-9 Taxpayer ID Number.

If you have any questions, please contact Beverly Gonzales at 520-7944 or <a href="mailto:beverlygonzales@elpasco.com">beverlygonzales@elpasco.com</a>

Cc: Kristy Smart, Office of Clerk to the Board of County Commissioners.

Received by:
El Paso County Finance Office

Date: 8/13/19



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR) HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

# PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

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If you have any questions, please contact Beverly Gonzales at 520-7944 or <a href="mailto:beverlygonzales@elpasco.com">beverlygonzales@elpasco.com</a>

Cc: Kristy Smart, Office of Clerk to the Board of County Commissioners.



# SETTLERS VIEW SUBDIVISION ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into this 15th day of July, 2019 ("Effective Date") by and between El Paso County, Colorado, a body corporate and politic and a political subdivision of the State of Colorado, ("County"), by and through the Board of County Commissioners of El Paso County, Colorado ("Board"), and Settlers View, Inc. ("Developer"). The County and the Developer may be collectively referred to herein as the Parties.

#### Recitals

WHEREAS, on April 9, 2019 and pursuant to Resolution No. 19-112, the Board approved the final plat of a subdivision known as SETTLERS VIEW SUBDIVISION (the "Subdivision"); and

WHEREAS, pursuant to condition of approval for the Subdivision, Developer is required to deposit with the County in escrow a certain sum as its fair, equitable and proportionate contribution toward the design and future paving of Steppler Road north of Silver Nell Drive and south of Walker Road; and

WHEREAS, the El Paso County Treasurer has agreed to receive, hold and disburse the funds deposited by Developer in a separate interest-bearing account that is not part of the County's operating budget.

#### Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The Parties hereby incorporate by reference the above-stated Recitals into this Agreement as if fully set forth herein.
- 2. <u>Deposit of Funds</u>. Developer has deposited, or at time of recording of the final plat, shall deposit, with the El Paso County Treasurer Thirty-Two Thousand, Nine hundred Seventy Dollars (\$32,970) as its fair, equitable and proportionate contributions toward the cost of the design and future paving of Steppler Road north of Silver Nell Drive and south of Walker Road (the "SETTLERS VIEW SUBDIVISION FUNDS").
- 3. <u>Escrow Accounts</u>. The El Paso County Treasurer has agreed to accept and escrow the SETTLERS VIEW SUBDIVISION FUNDS and to hold these funds in a separate interest-bearing account that is not part of the County's operating budget. The El Paso County Treasurer shall receive, hold and disburse the funds in accordance with the terms of this Agreement.
- 4. <u>Disbursement of Funds</u>. On or before April 9, 2039, the County may request the disbursement of the SETTLERS VIEW SUBDIVISION FUNDS, including any interest

Chuck Broerman 07/31/2019 02:58:06 PM Doc \$0.00 4 Rec \$0.00 Pages El Paso County, CO

Pages 219088077

- e. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.
- f. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party for any breach or other failure to perform this Agreement.
- g. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall all be attached to a single instrument.
- h. A fully executed copy of this Agreement shall be recorded in the records of the El Paso County Clerk and Recorder.

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:

Mark Waller, Chair

County Clerk & Recorder

APPROVED AS TO FORM:

Kori L. Leage
County Attorney's Office

DEVELOPER:

Settlers View, Inc.

Date

Alexandra Rigge Notery Public 7-22-19 State of Colorado ALEXANDRA RIGGS

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20194003747

MY COMMISSION EXPIRES JANUARY 28, 2023

12 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	82-7000/3070
SETTLERS VIEW, INC. 5260 HIDDEN ROCK RD. COLORADO SPRINCS, CO 80908	<u> 7/23</u> 2019
Pay To The Order Of EL Pox	50 Court \$ 32,970,00
THOMAS THOUSE	LID NEW Thurdood Sevent Mollars & Commission
ENT CREDIT UNION 800-525-9623 - ENT.COM	
For	100

## Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line; of tettlers View, Inc.	do not leave this line blank.								
	Business name/disregarded entity name, if different from above									
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sident	alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other	1				-			
tities, V. late	it is your employer identification number (ÉIN). If you do not have a	number, see How to ge	taor				_			
,	the account is in more than one name, see the instructions for line	Also see What Name		nployer	denti	fication	num	ber		
	To Give the Requester for guidelines on whose number to enter.			T		T	T	T	Г	
			8	2 -	3	1 7	9	5	3	1
Part I	Certification				-			-		
l am r Service	umber shown on this form is my correct taxpayer identification num not subject to backup withholding because; (a) I am exempt from ba se (IRS) that I am subject to backup withholding as a result of a failunger subject to backup withholding; and	ckup withholding, or (b)	I have not	been no	tified	by the	Inte	rnal ed n	Reve	enue nat I ar
t am a	U.S. citizen or other U.S. person (defined below); and									
The F	ATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reportin	g is correct	t.						
ou have	Ition instructions. You must cross out item 2 above if you have been no failed to report all interest and dividends on your tax return. For real exponer abandonment of secured property, cancellation of debt, contribut in interest and dividends, you are not required to sign the certification, in	state transactions, item 2 lons to an individual retire	does not ag	poly. For	(IRA)	tgage in	nteres	lly, p	id, aym	ents
ign lere	Signature of U.S. person		Date > -	7/23	/10	7				
iene	eral Instructions	• Form 1099-DIV (div funds)	vidends, inc	cluding t	hose	from s	tock	s or	muti	ıal
ection oted.	references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (reproceeds)</li> </ul>	various type	es of inc	ome	, prizes	, awa	ards	org	gross
lated t	developments. For the latest information about developments of Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stoc transactions by brok</li> </ul>		fund sa	des a	and cert	tain o	ther		
	y were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-S (proc</li> </ul>	eeds from	real esta	te tr	ansacti	ons)			
urpo	ose of Form	<ul> <li>Form 1099-K (merchange)</li> </ul>	chant card	and thir	d par	ty netw	ork t	rans	actio	ons)
ormat	dual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home r 1098-T (tuition)</li> </ul>	nortgage in	iterest),	1098	B-E (stu	dent	loan	inte	rest),
	ation number (TIN) which may be your social security number	<ul> <li>Form 1099-C (cand</li> </ul>	eled debt)							
	dividual taxpayer identification number (ITIN), adoption identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acqu</li> </ul>					-	-		
IN), to	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only alien), to provide you	r correct TI	IN.		,				
	nclude, but are not limited to, the following.	If you do not return								

later.

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ENT CREDIT UNION 800-525-9623 - ENT.COM	THP.
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