

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 accrued 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

01/06/2021 7:51:57 AM

Jennifer Irvine
EPC Planning & Community
Development Department

Jennifer Irvine, P.E.
County Engineer

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

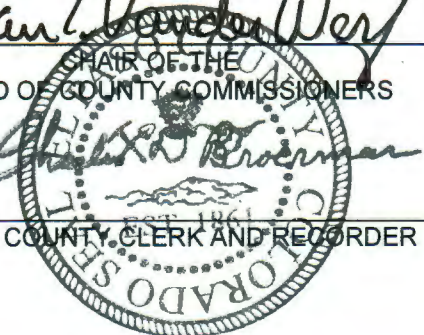
RELEASE APPROVED IN THE AMOUNT OF: \$ 194,800.00

DATE: 1/26/2021

Stanley W. Wey

CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS
Christina Broerman

ATTEST: COUNTY CLERK AND RECORDER



COPIES: 1 TREASURER

1 FINANCE

2 DEVELOPMENT SERVICES (2)

1 DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision: Settlers View File Number: SF-18-041

Original Amount \$232,373.00

Date	Release Type / Reason for Release	Release Amount
1/19/2021	Preliminary Release	\$193,673.00
1/19/2021	Release Check plus accrued interest	\$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

Borrower: 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

Lender: Farmers State Bank of Calhan / Falcon
Falcon Branch
7025 Meridian Road
Falcon, CO 80831
(719) 495-3650

Beneficiary: Board of Commissioners, El Paso County

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:

I/We 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 such 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" paragraph above.

COMPLIANCE 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)**

Loan No: LTR - 3963

Page 2

Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. 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.

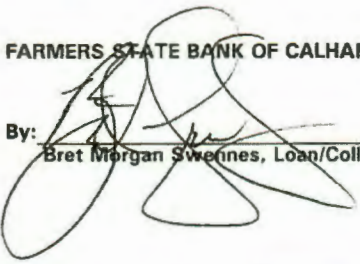
GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform 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

LENDER:

FARMERS STATE BANK OF CALHAN / FALCON

By:  _____
Bret Morgan Swennes, Loan/Collections Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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2015 Financial Assurance
 Estimate Form (with pre-plat construction)

11/14/18

Project Information

Settlers View (14 lots; 1,830 LF)

3/5/2019

Project Name

Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units	Price	% Complete	Remaining
Earthwork*	7,144.00	CY @	\$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 = \$	16,740.00	\$ 16,740.00 *
Temporary Erosion Control Blanket		SY @	\$3 = \$		\$ -
Vehicle Tracking Control	1.00	EA @	\$1,625 = \$	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 = \$		\$ -
Temporary Mulch		AC @	\$507 = \$		\$ -
Erosion Bales	36.00	EA @	\$21 = \$	756.00	\$ 756.00
Erosion Logs		LF @	\$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 = \$		\$ -
		@	\$ = \$		\$ -
* 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.					
Section 1 Subtotal				\$ 60,950.00	\$ 60,950.00

Section 2 - Public Improvements**	Quantity	Units	Price	% Complete	Remaining
- Roadway Improvements					
Construction Traffic Control		LS @	\$ = \$		\$ - *
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 @	\$65 = \$	84,500.00	\$ 84,500.00 *
Raised Median, Paved		SF @	\$7 = \$		\$ - *
Electrical Conduit, Size =		LF @	\$14 = \$		\$ - *
Traffic Signal, complete intersection		EA @	\$250,000 = \$		\$ - *
Regulatory Sign	1.00	EA @	\$100 = \$	100.00	\$ 100.00 *
Advisory Sign		EA @	\$100 = \$		\$ - *
Guide/Street Name Sign	1.00	EA @	\$ = \$		\$ - *
Epoxy Pavement Marking		SF @	\$12 = \$		\$ - **
Thermoplastic Pavement Marking		SF @	\$22 = \$		\$ - **
Barricade - Type 3		EA @	\$115 = \$		\$ - **
Delineator (Type I)		EA @	\$21 = \$		\$ - **
Curb and Gutter, Type C (Ramp)		LF @	\$21 = \$		\$ - **
Curb and Gutter, Type A (6" Vertical)		LF @	\$16 = \$		\$ - **
Curb and Gutter, Type B (Median)		LF @	\$13 = \$		\$ - **
Concrete Sidewalk, 4"		SY @	\$38 = \$		\$ - **
Concrete Sidewalk, 5"		SY @	\$48 = \$		\$ - **
Concrete Sidewalk, 8"		SY @	\$57 = \$		\$ - **
Pedestrian Ramp		SY @	\$108 = \$		\$ - **

Cross Pan			SY	@	\$	\$53	=	\$	\$	-
Curb Chase			EA	@	\$	\$1,300	=	\$	\$	-
Guardrail Type 3 (W-Beam)			LF	@	\$	\$18	=	\$	\$	-
Guardrail Type 7 (Concrete)			LF	@	\$	\$67	=	\$	\$	-
Guardrail End Anchorage			EA	@	\$	\$1,978	=	\$	\$	-
Guardrail Impact Attenuator			EA	@	\$	\$3,564	=	\$	\$	-
Sound Barrier Fence			LF	@	\$	\$100	=	\$	\$	-
- Storm Drain Improvements										
Concrete Box Culvert (M Standard), Size (W x H)			LF	@	\$		=	\$	\$	-
Reinforced Concrete Pipe (RCP) Size			LF	@	\$		=	\$	\$	-
18" Reinforced Concrete Pipe		56.00	LF	@	\$	\$69	=	\$	\$	3,864.00
24" Reinforced Concrete Pipe			LF	@	\$	\$84	=	\$	\$	-
30" Reinforced Concrete Pipe		50.00	LF	@	\$	\$94	=	\$	\$	4,700.00
36" Reinforced Concrete Pipe			LF	@	\$	\$124	=	\$	\$	-
42" Reinforced Concrete Pipe			LF	@	\$	\$134	=	\$	\$	-
48" Reinforced Concrete Pipe			LF	@	\$	\$178	=	\$	\$	-
54" Reinforced Concrete Pipe			LF	@	\$	\$182	=	\$	\$	-
60" Reinforced Concrete Pipe			LF	@	\$	\$216	=	\$	\$	-
66" Reinforced Concrete Pipe			LF	@	\$	\$263	=	\$	\$	-
72" Reinforced Concrete Pipe			LF	@	\$	\$283	=	\$	\$	-
Corrugated Steel Pipe (CSP) Size			LF	@	\$		=	\$	\$	-
18" Corrugated Steel Pipe			LF	@	\$	\$66	=	\$	\$	-
24" Corrugated Steel Pipe			LF	@	\$	\$96	=	\$	\$	-
30" Corrugated Steel Pipe			LF	@	\$	\$101	=	\$	\$	-
36" Corrugated Steel Pipe			LF	@	\$	\$136	=	\$	\$	-
42" Corrugated Steel Pipe			LF	@	\$	\$147	=	\$	\$	-
48" Corrugated Steel Pipe			LF	@	\$	\$169	=	\$	\$	-
54" Corrugated Steel Pipe			LF	@	\$	\$193	=	\$	\$	-
60" Corrugated Steel Pipe			LF	@	\$	\$227	=	\$	\$	-
66" Corrugated Steel Pipe			LF	@	\$	\$278	=	\$	\$	-
72" Corrugated Steel Pipe			LF	@	\$	\$330	=	\$	\$	-
78" Corrugated Steel Pipe			LF	@	\$	\$381	=	\$	\$	-
84" Corrugated Steel Pipe			LF	@	\$	\$432	=	\$	\$	-
Flared End Section (FES) RCP 18"		2.00	EA	@	\$	414	=	\$	\$	828.00
Flared End Section (FES) RCP 30"		2.00	EA	@	\$	564	=	\$	\$	1,128.00
Flared End Section (FES) CSP †			EA	@	\$		=	\$	\$	-
End Treatment- Headwall			EA	@	\$		=	\$	\$	-
End Treatment- Wingwall			EA	@	\$		=	\$	\$	-
End Treatment - Cutoff Wall			EA	@	\$		=	\$	\$	-
Curb Inlet (Type R) L=5', Depth < 5 feet			EA	@	\$	\$3,791	=	\$	\$	-
Curb Inlet (Type R) L=5', 5'-10' Depth			EA	@	\$	\$6,044	=	\$	\$	-
Curb Inlet (Type R) L=5', 10'-15' Depth			EA	@	\$	\$6,027	=	\$	\$	-
Curb Inlet (Type R) L=10', Depth < 5 feet			EA	@	\$	\$5,528	=	\$	\$	-
Curb Inlet (Type R) L=10', 5'-10' Depth			EA	@	\$	\$6,694	=	\$	\$	-
Curb Inlet (Type R) L=10', 10'-15' Depth			EA	@	\$	\$7,500	=	\$	\$	-
Curb Inlet (Type R) L=15', Depth < 5 feet			EA	@	\$	\$7,923	=	\$	\$	-
Curb Inlet (Type R) L=15', 5'-10' Depth			EA	@	\$	\$8,000	=	\$	\$	-
Curb Inlet (Type R) L=15', 10'-15' Depth			EA	@	\$	\$8,800	=	\$	\$	-
Curb Inlet (Type R) L=20', Depth < 5 feet			EA	@	\$	\$8,000	=	\$	\$	-
Curb Inlet (Type R) L=20', 5'-10' Depth			EA	@	\$	\$8,830	=	\$	\$	-
Curb Inlet (Type R) L= ' ' Depth			EA	@	\$		=	\$	\$	-
Curb Inlet (Type R) L= ' ' Depth			EA	@	\$		=	\$	\$	-
Grated Inlet (Type C), < 5' deep			EA	@	\$	\$3,270	=	\$	\$	-
Grated Inlet (Type D), < 5' deep			EA	@	\$	\$3,908	=	\$	\$	-
Storm Sewer Manhole, Box Base, Depth < 15 feet			EA	@	\$	\$8,592	=	\$	\$	-
Storm Sewer Manhole, Slab Base, Depth < 15 feet			EA	@	\$	\$4,575	=	\$	\$	-
cotextile (Erosion Control)			SY	@	\$	\$5	=	\$	\$	-
rip Rap, d50 Size from 6" to 24"		21.50	CY	@	\$	\$98	=	\$	\$	2,107.00

Rip Rap, Grouted	CY	@	\$	\$215	=	\$	\$	-	*
Drainage Channel Construction, Size (W x H)	LF	@	\$		=	\$	\$	-	*
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	@	\$		=	\$	\$	-	*
<p>* 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</p>									
Section 2 Subtotal						\$		133,227.00	133,227.00 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units	Price	% Complete	Remaining
- Roadway Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)			@ \$	= \$	\$ -
			@ \$	= \$	\$ -
			@ \$	= \$	\$ -
Concrete Sidewalk, 4" thick		SY	@ \$ 38	= \$	\$ -
Mailbox Pad	1.00	EA	@ \$ 1,500	= \$ 1,500.00	\$ 1,500.00
			@ \$	= \$	\$ -
- Storm Drain Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)			@ \$	= \$	\$ -
			@ \$	= \$	\$ -
			@ \$	= \$	\$ -
30" HDPE Pond Outlet Pipe	78.00	LF	@ \$ 94	= \$ 7,332.00	\$ 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	@ \$ 98	= \$ 9,800.00	\$ 9,800.00 *
Detention Pond Forebay	1.00	EA	@ \$ 3,000	= \$ 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	= \$ 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	@ \$ 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					
Sewer Main Pipe (PVC), Size 8"		LF	@ \$ 94	= \$	\$ -
Sanitary Sewer Manhole, Depth < 15 feet		EA	@ \$ 4,575	= \$	\$ -
Sanitary Service Line installation, complete		EA	@ \$ 1,516	= \$	\$ -
Sanitary Sewer Lift Station, complete		EA	@ \$	= \$	\$ -
- Landscaping (if Applicable)					
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	@ \$	= \$	\$ -
		EA	@ \$	= \$	\$ -
		EA	@ \$	= \$	\$ -
		EA	@ \$	= \$	\$ -
		EA	@ \$	= \$	\$ -
***items in this section are not subject to defect warranty financial assurance					
Section 3 Subtotal				= \$ 36,196.00	36,196.00

Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS) \$ \$2,000
(Inc. survey to verify detention pond volumes.) **Total Construction Financial Assurance** \$232,373.00

(Sum of all section subtotals)

Total Remaining Construction Financial Assurance 232,373.00

(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 preliminary acceptance)

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the approved Construction Drawings associated with the Project.

Engineer



Date

3/5/19

Approved by Owner / Applicant

Date

3/5/19

Approved
by Elizabeth Hilgamp
El Paso County Planning and Community Development
on behalf of Jennifer Irwin, County Engineer, ECM Administrator
03/11/2019 4:19:46 PM

Approved by El Paso County Engineer / ECM Administrator

Date

EL PASO  **COUNTY**
COLORADO

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

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: August 8, 2019
To: Deputy Clerk to the Board of County Commissioners
From: 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 Ben Leesar Date: 8/13/19
by: _____
Office of Clerk to the Board of County Commissioners

2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

WWW.ELPASOCO.COM

EL PASO COUNTY



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: Deputy Clerk to the Board of County Commissioners
From: Mike Hrebenar, Project Management, Group Manager
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2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

WWW.ELPASOCO.COM



*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.

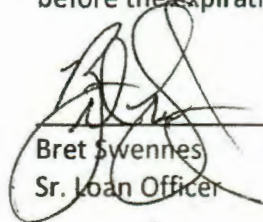
1500 8TH STREET • PO BOX 9 • CALHAN CO 80808 • (719) 347-2727 • FAX (719) 347-2162
7025 OLD MERIDIAN RD • FALCON CO 80831 • (719) 495-3650 • FAX (719) 495-3688
445 N ELLICOTT HWY • CALHAN CO 80808 • (719) 683-3999 • FAX (719) 683-1538

www.YourFSB.com



**Member
FDIC**

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
Sr. Loan Officer

4/24/2019

Date

State of Colorado
County of El Paso
On this 24th day of April, 2019, Bret Swennes
personally appeared before me, whose identity I verified on the
basis of CO. DL, to be the signer of the foregoing
document, and he/she acknowledged that he/she signed it.
Claire J. Wilson

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



SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Settlers 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 amt \$ 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.

- 2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral 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: 

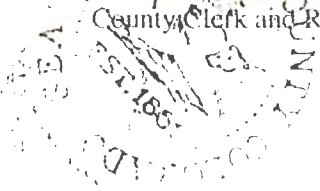
Mark Waller, Chairman

(Date Final Plat Approved)

ATTEST

Charles D. Broerman

County Clerk and Recorder



SETTLERS VIEW, INC.

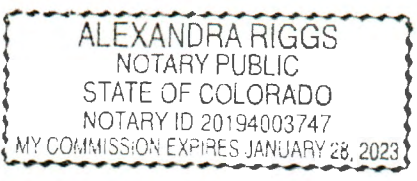
Subdivider

By: *[Signature]*
Representative (if applicable)

Subscribed, sworn to and acknowledged before me this 12 day of July, 2019,
by the parties above named.

My commission expires: 1-28-2023

Alexandra Riggs
Notary Public



2015 Financial Assurance
 Estimate Form (with pre-plat construction)

11/14/18

Project Information

Settlers View (14 lots; 1,830 LF)

3/5/2019

Project Name

Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units	Price	% Complete	Remaining
Earthwork*	7,144.00	CY @	\$ 5 = \$ 35,720.00		\$ 35,720.00
Permanent Seeding* (inc. noxious weed mgmt.)	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 = \$ 16,740.00		\$ 16,740.00
Temporary Erosion Control Blanket		SY @	\$ 3 = \$ -		\$ -
Vehicle Tracking Control	1.00	EA @	\$ 1,625 = \$ 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 = \$ -		\$ -
Temporary Mulch		AC @	\$ 507 = \$ -		\$ -
Erosion Bales	36.00	EA @	\$ 21 = \$ 756.00		\$ 756.00
Erosion Logs		LF @	\$ 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 = \$ -		\$ -
		@	\$ - = \$ -		\$ -
* 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.					
Section 1 Subtotal				\$ 60,950.00	\$ 60,950.00

Section 2 - Public Improvements**	Quantity	Units	Price	% Complete	Remaining
- Roadway Improvements					
Construction Traffic Control		LS @	\$ - = \$ -		\$ -
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 @	\$ 65 = \$ 84,500.00		\$ 84,500.00
Raised Median, Paved		SF @	\$ 7 = \$ -		\$ -
Electrical Conduit, Size =		LF @	\$ 14 = \$ -		\$ -
Traffic Signal, complete intersection		EA @	\$ 250,000 = \$ -		\$ -
Regulatory Sign	1.00	EA @	\$ 100 = \$ 100.00		\$ 100.00
Advisory Sign		EA @	\$ 100 = \$ -		\$ -
Guide/Street Name Sign	1.00	EA @	\$ - = \$ -		\$ -
Epoxy Pavement Marking		SF @	\$ 12 = \$ -		\$ -
Thermoplastic Pavement Marking		SF @	\$ 22 = \$ -		\$ -
Barricade - Type 3		EA @	\$ 115 = \$ -		\$ -
Delineator (Type I)		EA @	\$ 21 = \$ -		\$ -
Curb and Gutter, Type C (Ramp)		LF @	\$ 21 = \$ -		\$ -
Curb and Gutter, Type A (5" Vertical)		LF @	\$ 16 = \$ -		\$ -
Curb and Gutter, Type B (Median)		LF @	\$ 13 = \$ -		\$ -
Concrete Sidewalk, 4"		SY @	\$ 38 = \$ -		\$ -
Concrete Sidewalk, 5"		SY @	\$ 48 = \$ -		\$ -
Concrete Sidewalk, 6"		SY @	\$ 57 = \$ -		\$ -
Pedestrian Ramp		SY @	\$ 108 = \$ -		\$ -

Cross Pan			SY	@	\$	\$53	=	\$	\$	-
Curb Chase			EA	@	\$	\$1,300	=	\$	\$	-
Guardrail Type 3 (W-Beam)			LF	@	\$	\$18	=	\$	\$	-
Guardrail Type 7 (Concrete)			LF	@	\$	\$67	=	\$	\$	-
Guardrail End Anchorage			EA	@	\$	\$1,978	=	\$	\$	-
Guardrail Impact Attenuator			EA	@	\$	\$3,564	=	\$	\$	-
Sound Barrier Fence			LF	@	\$	\$100	=	\$	\$	-

- Storm Drain Improvements

Concrete Box Culvert (M Standard), Size (W x H)			LF	@	\$		=	\$	\$	-
Reinforced Concrete Pipe (RCP)	Size		LF	@	\$		=	\$	\$	-
18" Reinforced Concrete Pipe		56.00	LF	@	\$	\$69	=	\$	\$	3,864.00
24" Reinforced Concrete Pipe			LF	@	\$	\$84	=	\$	\$	-
30" Reinforced Concrete Pipe		50.00	LF	@	\$	\$94	=	\$	\$	4,700.00
36" Reinforced Concrete Pipe			LF	@	\$	\$124	=	\$	\$	-
42" Reinforced Concrete Pipe			LF	@	\$	\$134	=	\$	\$	-
48" Reinforced Concrete Pipe			LF	@	\$	\$178	=	\$	\$	-
54" Reinforced Concrete Pipe			LF	@	\$	\$182	=	\$	\$	-
60" Reinforced Concrete Pipe			LF	@	\$	\$216	=	\$	\$	-
66" Reinforced Concrete Pipe			LF	@	\$	\$263	=	\$	\$	-
72" Reinforced Concrete Pipe			LF	@	\$	\$283	=	\$	\$	-
Corrugated Steel Pipe (CSP)	Size		LF	@	\$		=	\$	\$	-
18" Corrugated Steel Pipe			LF	@	\$	\$66	=	\$	\$	-
24" Corrugated Steel Pipe			LF	@	\$	\$96	=	\$	\$	-
30" Corrugated Steel Pipe			LF	@	\$	\$101	=	\$	\$	-
36" Corrugated Steel Pipe			LF	@	\$	\$136	=	\$	\$	-
42" Corrugated Steel Pipe			LF	@	\$	\$147	=	\$	\$	-
48" Corrugated Steel Pipe			LF	@	\$	\$169	=	\$	\$	-
54" Corrugated Steel Pipe			LF	@	\$	\$193	=	\$	\$	-
60" Corrugated Steel Pipe			LF	@	\$	\$227	=	\$	\$	-
66" Corrugated Steel Pipe			LF	@	\$	\$278	=	\$	\$	-
72" Corrugated Steel Pipe			LF	@	\$	\$330	=	\$	\$	-
78" Corrugated Steel Pipe			LF	@	\$	\$381	=	\$	\$	-
84" Corrugated Steel Pipe			LF	@	\$	\$432	=	\$	\$	-
Flared End Section (FES) RCP	18"	2.00	EA	@	\$	414	=	\$	\$	828.00
Flared End Section (FES) RCP	30"	2.00	EA	@	\$	564	=	\$	\$	1,128.00
Flared End Section (FES) CSP	+		EA	@	\$		=	\$	\$	-
End Treatment- Headwall			EA	@	\$		=	\$	\$	-
End Treatment- Wingwall			EA	@	\$		=	\$	\$	-
End Treatment - Cutoff Wall			EA	@	\$		=	\$	\$	-
Curb Inlet (Type R) L=5', Depth < 5 feet			EA	@	\$	\$3,791	=	\$	\$	-
Curb Inlet (Type R) L=5', 5'-10' Depth			EA	@	\$	\$5,044	=	\$	\$	-
Curb Inlet (Type R) L=5', 10'-15' Depth			EA	@	\$	\$6,027	=	\$	\$	-
Curb Inlet (Type R) L=10', Depth < 5 feet			EA	@	\$	\$5,528	=	\$	\$	-
Curb Inlet (Type R) L=10', 5'-10' Depth			EA	@	\$	\$6,694	=	\$	\$	-
Curb Inlet (Type R) L=10', 10'-15' Depth			EA	@	\$	\$7,500	=	\$	\$	-
Curb Inlet (Type R) L=15', Depth < 5 feet			EA	@	\$	\$7,923	=	\$	\$	-
Curb Inlet (Type R) L=15', 5'-10' Depth			EA	@	\$	\$8,000	=	\$	\$	-
Curb Inlet (Type R) L=15', 10'-15' Depth			EA	@	\$	\$8,800	=	\$	\$	-
Curb Inlet (Type R) L=20', Depth < 5 feet			EA	@	\$	\$8,000	=	\$	\$	-
Curb Inlet (Type R) L=20', 5'-10' Depth			EA	@	\$	\$8,830	=	\$	\$	-
Curb Inlet (Type R) L= _____ Depth			EA	@	\$		=	\$	\$	-
Curb Inlet (Type R) L= _____ Depth			EA	@	\$		=	\$	\$	-
Grated Inlet (Type C), < 5' deep			EA	@	\$	\$3,270	=	\$	\$	-
Grated Inlet (Type D), < 5' deep			EA	@	\$	\$3,908	=	\$	\$	-
Storm Sewer Manhole, Box Base, Depth < 15 feet			EA	@	\$	\$8,592	=	\$	\$	-
Storm Sewer Manhole, Slab Base, Depth < 15 feet			EA	@	\$	\$4,575	=	\$	\$	-
Geotextile (Erosion Control)			SY	@	\$	\$5	=	\$	\$	-
Rip Rap, d50 Size from 6" to 24"		21.50	CY	@	\$	\$98	=	\$	\$	2,107.00

Rip Rap, Grouted	CY	@	\$ 215		\$ -
Drainage Channel Construction, Size (W x	LF	@	\$	\$	\$ -
Channel Lining, Concrete	CY	@	\$ 450	\$	\$ -
Channel Lining, Rip Rap	CY	@	\$ 98	\$	\$ -
Channel Lining, Grass	AC	@	\$ 1,287	\$	\$ -
Channel Lining, Other Stabilization	SY	@	\$ 53	\$	\$ -
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 5

					133,227.00
Section 5-10-10-1	\$				133,227.00 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units	Price	% Complete	Remaining
- Roadway Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
Concrete Sidewalk, 4" thick		SY	\$ 38	=	\$
Mailbox Pad	1.00	EA	\$ 1,500	=	\$ 1,500.00
		@	\$	=	\$
- Storm Drain Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
30" HDPE Pond Outlet Pipe	78.00	LF	\$ 94	=	\$ 7,332.00
Flared End Section (FES) RCP 30"	1.00	EA	\$ 564	=	\$ 564.00
Rip Rap, d50 Size from 6" to 24"	100.00	CY	\$ 98	=	\$ 9,800.00
Detention Pond Forebay	1.00	EA	\$ 3,000	=	\$ 3,000.00
Detention Outlet Structure	1.00	EA	\$ 8,000	=	\$ 8,000.00
Detention Emergency Spillway	1.00	EA	\$ 6,000	=	\$ 6,000.00
- Water System Improvements					
Water Main Pipe (PVC), Size 8"		LF	\$ 94	=	\$
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 137	=	\$
Gate Valves, 8"		EA	\$ 1,852	=	\$
Fire Hydrant Assembly w/ all valves		EA	\$ 8,430	=	\$
Water Service Line Installation, including tap and valves		EA	\$ 1,253	=	\$
Fire Cistern Installation, complete		EA	\$	=	\$
- Sanitary Sewer Improvements					
Sewer Main Pipe (PVC), Size 8"		LF	\$ 94	=	\$
Sanitary Sewer Manhole, Depth < 15 feet		EA	\$ 54,575	=	\$
Sanitary Service Line Installation, complete		EA	\$ 1,516	=	\$
Sanitary Sewer Lift Station, complete		EA	\$	=	\$
- Landscaping (If Applicable)					
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	\$	=	\$
		EA	\$	=	\$
		EA	\$	=	\$
		EA	\$	=	\$
		EA	\$	=	\$
***Items in this section are not subject to defect warranty financial assurance					
Section 3 Subtotal				=	\$ 36,196.00
					\$ 36,196.00

Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS) \$ 2,000
(Inc. survey to verify detention pond volumes.) **Total Construction Financial Assurance \$232,373.00**

(Sum of all section subtotals)

Total Remaining Construction Financial Assurance 232,373.00

(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 preliminary acceptance)

Approvals

I hereby certify that this is an accurate estimate of costs for the work as shown on the approved Construction Drawings associated with the Project.

Engineer



3/5/19
Date

Approved by Owner / Applicant

Date

3/5/19

Approved
by Miraseth Hilburg
El Paso County Planning and Community Development
on behalf of JUANITA TRINE, County Engineer, ECM Administrator
03/11/2019 4:19:46 PM

Approved by El Paso County Engineer / ECM Administrator

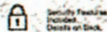
Date

SETTLERS W, INC.
5260 HIDDEN ROCK RD.
COLORADO SPRINGS, CO 80908

7/23 2019

Pay To The Order Of EL PASO COUNTY \$ 1,127.00

ELEVEN HUNDRED TWENTY SEVEN & 00/100 Dollars



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

For _____ 

⑆ 307070005⑆ 1000856078 100⑆ 05005

SAFETY CHECK

EL PASO  **COUNTY**
COLORADO

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

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

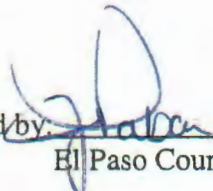
Attached is a Business Check, # 5005 issued by Ent Credit Union from Settlers View, Inc. in the amount of One thousand One Hundred Twenty Seven Dollars and 00/100 (\$1,127.00) to complete the security to guaranty the construction and completion of grading and erosion control per attached Financial assurance 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: 
El Paso County Finance Office

Date: 8/13/19



EL PASO COUNTY

COLORADO

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

HOLLY WILLIAMS
STAN VANDERWERF
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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.



2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

www.ELPASOCO.COM

SETTLERS V, INC.
5260 HIDDEN ROCK RD.
COLORADO SPRINGS, CO 80908

7/23 2019

Pay To The Order Of EL PASO COUNTY \$ 1127.00

ELEVEN HUNDRED TWENTY SEVEN & 00/100 Dollars

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



For _____

⑆ 3070700051⑆ 1000856078100⑆ 05005

SAFETY CHECK

SUBDIVISION IMPROVEMENTS AGREEMENT

55.18041
El Paso County, CO



219088078

THIS AGREEMENT, made between Settlers 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 amt \$ 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.

2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral 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: 

Mark Waller, Chairman

(Date Final Plat Approved)



SETTLERS VIEW, INC.
Subdivider

By: [Signature]
Representative (if applicable)

Subscribed, sworn to and acknowledged before me this 12 day of July, 2019,
by the parties above named.

My commission expires: 1-28-2023.

Alexandra Riggs
Notary Public

ALEXANDRA RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194003747
MY COMMISSION EXPIRES JANUARY 28, 2023

2015 Financial Assurance
Estimate Form (with pre-plat construction)

11/14/18

Project Information

Settlers View (14 lots; 1,830 LF)

3/5/2019

Project Name

Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units	Price	% Complete	Remaining
Earthwork*	7,144.00	CY	\$5		\$ 35,720.00
Permanent Seeding* (inc. noxious weed mgmnt.)	2.00	AC	\$582		\$ 1,164.00
Mulching*	2.00	AC	\$507		\$ 1,014.00
Permanent Erosion Control Blanket*	2,790.00	SY	\$6		\$ 16,740.00
Temporary Erosion Control Blanket		SY	\$3		\$ -
Vehicle Tracking Control	1.00	EA	\$1,625		\$ 1,625.00
Safety Fence		LF	\$3		\$ -
Silt Fence	500.00	LF	\$4		\$ 2,000.00
Temporary Seeding		AC	\$485		\$ -
Temporary Mulch		AC	\$507		\$ -
Erosion Bales	36.00	EA	\$21		\$ 756.00
Erosion Logs		LF	\$6		\$ -
Rock Ditch Checks		EA	\$		\$ -
Inlet Protection	2.00	EA	\$153		\$ 306.00
Sediment Basin	1.00	EA	\$1,625		\$ 1,625.00
Concrete Washout Basin		EA	\$776		\$ -
		@	\$		\$ -
* 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.					
Section 1 Subtotal:					\$ 60,950.00

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

Cross Pan			SY	@	\$ 553	=	\$	\$
Curb Chase			EA	@	\$ 1,300	=	\$	\$
Guardrail Type 3 (W-Beam)			LF	@	\$ 18	=	\$	\$
Guardrail Type 7 (Concrete)			LF	@	\$ 67	=	\$	\$
Guardrail End Anchorage			EA	@	\$ 1,978	=	\$	\$
Guardrail Impact Attenuator			EA	@	\$ 3,564	=	\$	\$
Sound Barrier Fence			LF	@	\$ 100	=	\$	\$

- Storm Drain Improvements

Concrete Box Culvert (M Standard), Size (W x H)			LF	@	\$	=	\$	\$
Reinforced Concrete Pipe (RCP) Size			LF	@	\$	=	\$	\$
18" Reinforced Concrete Pipe		56.00	LF	@	\$ 69	=	\$ 3,864.00	\$ 3,864.00
24" Reinforced Concrete Pipe			LF	@	\$ 84	=	\$	\$
30" Reinforced Concrete Pipe		50.00	LF	@	\$ 94	=	\$ 4,700.00	\$ 4,700.00
36" Reinforced Concrete Pipe			LF	@	\$ 124	=	\$	\$
42" Reinforced Concrete Pipe			LF	@	\$ 134	=	\$	\$
48" Reinforced Concrete Pipe			LF	@	\$ 178	=	\$	\$
54" Reinforced Concrete Pipe			LF	@	\$ 182	=	\$	\$
60" Reinforced Concrete Pipe			LF	@	\$ 216	=	\$	\$
66" Reinforced Concrete Pipe			LF	@	\$ 263	=	\$	\$
72" Reinforced Concrete Pipe			LF	@	\$ 283	=	\$	\$
Corrugated Steel Pipe (CSP) Size			LF	@	\$	=	\$	\$
18" Corrugated Steel Pipe			LF	@	\$ 66	=	\$	\$
24" Corrugated Steel Pipe			LF	@	\$ 96	=	\$	\$
30" Corrugated Steel Pipe			LF	@	\$ 101	=	\$	\$
36" Corrugated Steel Pipe			LF	@	\$ 136	=	\$	\$
42" Corrugated Steel Pipe			LF	@	\$ 147	=	\$	\$
48" Corrugated Steel Pipe			LF	@	\$ 169	=	\$	\$
54" Corrugated Steel Pipe			LF	@	\$ 193	=	\$	\$
60" Corrugated Steel Pipe			LF	@	\$ 227	=	\$	\$
66" Corrugated Steel Pipe			LF	@	\$ 278	=	\$	\$
72" Corrugated Steel Pipe			LF	@	\$ 330	=	\$	\$
78" Corrugated Steel Pipe			LF	@	\$ 381	=	\$	\$
84" Corrugated Steel Pipe			LF	@	\$ 432	=	\$	\$
Flared End Section (FES) RCP 18"		2.00	EA	@	\$ 414	=	\$ 828.00	\$ 828.00
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			EA	@	\$	=	\$	\$
End Treatment- Wingwall			EA	@	\$	=	\$	\$
End Treatment - Cutoff Wall			EA	@	\$	=	\$	\$
Curb Inlet (Type R) L=5', Depth < 5 feet			EA	@	\$ 3,791	=	\$	\$
Curb Inlet (Type R) L=5', 5'-10' Depth			EA	@	\$ 5,044	=	\$	\$
Curb Inlet (Type R) L =5', 10'-15' Depth			EA	@	\$ 6,027	=	\$	\$
Curb Inlet (Type R) L =10', Depth < 5 feet			EA	@	\$ 5,528	=	\$	\$
Curb Inlet (Type R) L =10', 5'-10' Depth			EA	@	\$ 6,694	=	\$	\$
Curb Inlet (Type R) L =10', 10'-15' Depth			EA	@	\$ 7,500	=	\$	\$
Curb Inlet (Type R) L =15', Depth < 5 feet			EA	@	\$ 7,923	=	\$	\$
Curb Inlet (Type R) L =15', 5'-10' Depth			EA	@	\$ 8,000	=	\$	\$
Curb Inlet (Type R) L =15', 10'-15' Depth			EA	@	\$ 8,800	=	\$	\$
Curb Inlet (Type R) L =20', Depth < 5 feet			EA	@	\$ 8,000	=	\$	\$
Curb Inlet (Type R) L =20', 5'-10' Depth			EA	@	\$ 8,830	=	\$	\$
Curb Inlet (Type R) L = _____ Depth			EA	@	\$	=	\$	\$
Curb Inlet (Type R) L = _____ Depth			EA	@	\$	=	\$	\$
Grated Inlet (Type C), < 5' deep			EA	@	\$ 3,270	=	\$	\$
Grated Inlet (Type D), < 5' deep			EA	@	\$ 3,908	=	\$	\$
Storm Sewer Manhole, Box Base, Depth < 15 feet			EA	@	\$ 8,592	=	\$	\$
Storm Sewer Manhole, Slab Base, Depth < 15 feet			EA	@	\$ 4,575	=	\$	\$
Geotextile (Erosion Control)			SY	@	\$ 55	=	\$	\$
Chip Rap, #50 Size from 6" to 24"		21.50	CY	@	\$ 98	=	\$ 2,107.00	\$ 2,107.00

Rip Rap, Grouted	CY	@	\$ 215	=	\$	\$ -
Drainage Channel Construction, Size (W x H)	LF	@	\$	=	\$	\$ -
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	@	\$	=	\$	\$ -
<p>* 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</p>						
Section 2 Subtotal:					\$	133,227.00
						133,227.00 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units	Price	% Complete	Remaining
- Roadway Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
Concrete Sidewalk, 4" thick		SY	@ \$ 38	=	\$
Mailbox Pad	1.00	EA	@ \$ 1,500	=	\$ 1,500.00
		@	\$	=	\$
- Storm Drain Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
30" HDPE Pond Outlet Pipe	78.00	LF	@ \$ 94	=	\$ 7,332.00
Flared End Section (FES) RCP 30'	1.00	EA	@ \$ 564	=	\$ 564.00
Rip Rap, d50 Size from 6" to 24"	100.00	CY	@ \$ 98	=	\$ 9,800.00
Detention Pond Forebay	1.00	EA	@ \$ 3,000	=	\$ 3,000.00
Detention Outlet Structure	1.00	EA	@ \$ 8,000	=	\$ 8,000.00
Detention Emergency Spillway	1.00	EA	@ \$ 6,000	=	\$ 6,000.00
- Water System Improvements					
Water Main Pipe (PVC), Size 8"		LF	@ \$ 94	=	\$
Water Main Pipe (Ductile Iron), Size 8"		LF	@ \$ 137	=	\$
Gate Valves, 8"		EA	@ \$ 1,852	=	\$
Fire Hydrant Assembly w/ all valves		EA	@ \$ 6,430	=	\$
Water Service Line Installation, including tap and valves		EA	@ \$ 1,253	=	\$
Fire Cistern Installation, complete		EA	@ \$	=	\$
- Sanitary Sewer Improvements					
Sewer Main Pipe (PVC), Size 8"		LF	@ \$ 94	=	\$
Sanitary Sewer Manhole, Depth < 15 feet		EA	@ \$ 4,575	=	\$
Sanitary Service Line Installation, complete		EA	@ \$ 1,516	=	\$
Sanitary Sewer Lift Station, complete		EA	@ \$	=	\$
- Landscaping (if Applicable)					
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	@ \$	=	\$
		EA	@ \$	=	\$
		EA	@ \$	=	\$
		EA	@ \$	=	\$
		EA	@ \$	=	\$
***Items in this section are not subject to defect warranty financial assurance					
Section 3 Subtotal				=	\$ 36,196.00
					36,196.00

Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS) \$ \$2,000
(Inc. survey to verify detention pond volumes.) **Total Construction Financial Assurance** \$232,373.00

(Sum of all section subtotals)

Total Remaining Construction Financial Assurance 232,373.00

(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 preliminary acceptance)

Approvals

I hereby certify that this is an accurate estimate of costs for the work as shown on the approved Construction Drawings associated with the Project.



Engineer

Date

3/5/19

Approved by Owner / Applicant

Date

3/5/19

Approved
by Elizabeth Hildner
El Paso County Planning and Community Development
on behalf of Jennifer Lopez, County Engineer, ECM Administrator
03/11/2019 4:19:46 PM

Approved by El Paso County Engineer / ECM Administrator

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Settlers View, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 16189 Forest Light Drive</p> <p>6 City, state, and ZIP code C.S., CO 80908</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
8	2	-	3	1	7	9	5	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ 7/23/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, 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.

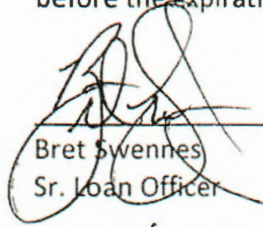
This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be in the District Court in and for El Paso County, Colorado. This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International 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.

1500 8TH STREET • PO BOX 9 • CALHAN CO 80808 • (719) 347-2727 • FAX (719) 347-2162
7025 OLD MERIDIAN RD • FALCON CO 80831 • (719) 495-3650 • FAX (719) 495-3688
445 N ELLICOTT HWY • CALHAN CO 80808 • (719) 683-3999 • FAX (719) 683-1538
www.YourFSB.com



**Member
FDIC**

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
Sr. Loan Officer

4/24/2019

Date

State of Colorado
County of El Paso
On this 24th day of April, 2019, Bret Swennes
personally appeared before me, whose identity I verified on the
basis of CO DL, to be the signer of the foregoing
document, and he/she acknowledged that he/she signed it.
Claire J. Wilson

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	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		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. 16189 Forest Light Drive	Requester's name and address (optional)	
	6 City, state, and ZIP code C.S., CO 80908		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 2 - 3 1 7 9 5 3 1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/23/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EL PASO COUNTY



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 Stepler 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 22nd 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 beverlygonzales@elpasco.com

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

A large, stylized handwritten signature in blue ink, likely belonging to Mike Hrebenar.

Received by: 
El Paso County Finance Office

Date: 8/13/19

EL PASO COUNTY



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

COLORADO

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

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

2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

WWW.ELPASOCO.COM

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 Stepler 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:

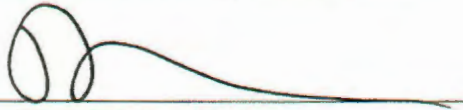
1. Incorporation of Recitals. The Parties hereby incorporate by reference the above-stated Recitals into this Agreement as if fully set forth herein.
2. Deposit of Funds. Developer has deposited, or at time of recording of the final plat, shall deposit, with the El Paso County Treasurer Thirty-Two Thousand, Nine hundred Seventy Dollars (\$32,970) as its fair, equitable and proportionate contributions toward the cost of the design and future paving of Stepler Road north of Silver Nell Drive and south of Walker Road (the “SETTLERS VIEW SUBDIVISION FUNDS”).
3. Escrow Accounts. 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. Disbursement of Funds. On or before April 9, 2039, the County may request the disbursement of the SETTLERS VIEW SUBDIVISION FUNDS, including any interest


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

ATTEST


 Chuck Broerman
 County Clerk & Recorder

APPROVED AS TO FORM:



 County Attorney's Office

DEVELOPER:


 Settlers View, Inc. 7/22/19
 Date

Alexandra Riggs
 Notary Public 7-22-19
 State of Colorado

ALEXANDRA RIGGS
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20194003747
 MY COMMISSION EXPIRES JANUARY 28, 2023


B2-7000/3070

5006

SETTLERS VIEW, INC.
5260 HIDDEN ROCK RD.
COLORADO SPRINGS, CO 80908

7/23 2019

Pay To The Order Of El Paso County \$ 32,970.00

THIRTY TWO THOUSAND NINE HUNDRED SEVENTY dollars 

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

For 



SAFETY CHECK

Security Features
Detailed on Back

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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 	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 16189 Forest Light Drive	Requester's name and address (optional)
6 City, state, and ZIP code C.S., CO 80908	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> </div>	<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> </div>
or	
Employer identification number	
<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> 8 2 - 3 1 7 9 5 3 1 </div>	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/23/19</u>
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General Instructions

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- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

82-7000/3070

5006

SEENERS VIEW, INC.
5260-HIDDEN ROCK RD.
COLORADO SPRINGS, CO 80908

7/23 2019

Pay To
The Order Of

EL PASO COUNTY

\$ 32,970.00

THIRTY TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS

2019
ENT CREDIT UNION
Circle on back

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

For



⑆ 307070005⑆ 10008560781001⑆ 05006