



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

## SUBDIVISION BOND

**Bond No.: PB03010406130**  
**Premium: \$3,864 / One (1) Year**

**Principal Amount: \$618,300.00**

KNOW ALL MEN BY THESE PRESENTS, that we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc. dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 as Principal, and Philadelphia Indemnity Insurance Company, 251 S. Lake Avenue, Suite 360, Pasadena, California, 91105 a Pennsylvania Corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado, 2880 International Circle, Suite 110, Colorado Springs, CO 80910, as Obligee, in the penal sum of Six Hundred Eighteen Thousand Three Hundred and no/100 dollars (\$618,300.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc., dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 has agreed to construct in Homestead at Sterling Ranch Subdivision, Filing No. 1, in El Paso County, Colorado, the following improvements: Force Main Sewer as outlined on the attached Financial Assurance Form for Homestead at Sterling Ranch Subdivision, Filing No. 1.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the improvements have not been installed or completed, will complete the improvements or pay to El Paso County such amount up to the Principal amount of this Bond which will allow El Paso County to complete the improvements.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be proportionately reduced as the public improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed thereunder, or the Specifications and Plans accompanying the same or incorporated by reference into such Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the work, or to the Specifications and Plans.

EPCDSD File # \_\_\_\_\_



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

Bond No. PB03010406130

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Signed, sealed and dated this 12th day of July, 2019.

SR Land, LLC, a Colorado limited liability company  
Principal

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

Title: \_\_\_\_\_

Philadelphia Indemnity Insurance Company  
Surety

By: Michelle Haase  
Michelle Haase

Title: Attorney-in-Fact

Elite Properties of America, Inc.  
dba: Classic Companies  
Principal

By: [Signature]

Title: EvP

EPCDSD File # \_\_\_\_\_

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUL 25 2019 before me, Brianne Davis, Notary Public  
(Here insert name and title of the officer)

personally appeared Michelle Haase  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Corrected Original Bond PB03010406130  
(Title or description of attached document)  
El Paso County, CO  
(Title or description of attached document continued)  
Number of Pages 2 Document Date 7/12/19

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/they, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

STATE OF Colorado

COUNTY OF El Paso

On July 29th, before me, Christine L. Wise  
(here insert name of notary)

personally appeared George A. Lenz  
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine L. Wise (SEAL)  
My Commission Expires: 12-02-2021

CHRISTINE L WISE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 19974021715  
MY COMMISSION EXPIRES DECEMBER 2, 2021

This area for Official Notarial Seal

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

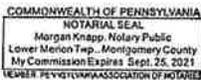
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this JUL 12 2019 day of \_\_\_\_\_, 20\_\_\_\_.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

2019 Financial Assurance Estimate Form  
(with pre-plat construction)

Updated: 6/7/2019

<b>PROJECT INFORMATION</b>		
Sterling Ranch Forced Main	2/10/2020	PPR 1763
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
<b>SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)</b>						
* Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00			
1,000-5,000; \$8,000 min		CY	\$ 6.00			
5,001-20,000; \$30,000 min		CY	\$ 5.00			
20,001-50,000; \$100,000 min		CY	\$ 3.50			
50,001-200,000; \$175,000 min		CY	\$ 2.50			
greater than 200,000; \$500,000 min		CY	\$ 2.00			
* Permanent Seeding (inc. noxious weed mgmnt.)	8.3	AC	\$ 800.00	6,664.00		6,664.00
* Mulching	8.3	AC	\$ 750.00	6,247.50		6,247.50
* Permanent Erosion Control Blanket		SY	\$ 6.00			
* Permanent Pond/BMP Construction		CY	\$ 20.00			
* Permanent Pond/BMP (Spillway)		EA				
* Permanent Pond/BMP (Outlet Structure)		EA				
Safety Fence		LF	\$ 3.00			
Temporary Erosion Control Blanket		SY	\$ 3.00			
Vehicle Tracking Control	1.0	EA	\$ 2,370.00	2,370.00		2,370.00
Silt Fence	100	LF	\$ 2.50	250.00		250.00
Temporary Seeding		AC	\$ 628.00			
Temporary Mulch		AC	\$ 750.00			
Erosion Bafes	20	EA	\$ 25.00	500.00		500.00
Erosion Logs/Straw Waddle	3,441	LF	\$ 5.00	17,205.00		17,205.00
Rock Check Dams	10	EA	\$ 500.00	5,000.00		5,000.00
Inlet Protection		EA	\$ 167.00			
Sediment Basin		EA	\$ 1,762.00			
Concrete Washout Basin		EA	\$ 900.00			
<i>[insert items not listed but part of construction plans]</i>						
<b>MAINTENANCE (35% of Construction BMPs)</b>				8,863.75		8,863.75
<b>Section 1 Subtotal</b>				<b>47,100.25</b>		<b>47,100.25</b>

\* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)

**SECTION 2 - PUBLIC IMPROVEMENTS \***

**ROADWAY IMPROVEMENTS**

Construction Traffic Control		LS				
Aggregate Base Course (135 lbs/cf)		Tons	\$ 28.00			
Aggregate Base Course (135 lbs/cf)	40.0	CY	\$ 50.00	2,000.00		2,000.00
Asphalt Pavement (3" thick)	290	SY	\$ 14.00	4,060.00		4,060.00
Asphalt Pavement (4" thick)		SY	\$ 19.00			
Asphalt Pavement (6" thick)		SY	\$ 29.00			
Asphalt Pavement (147 lbs/cf) " thick		Tons	\$ 88.00			
Raised Median, Paved		SF	\$ 8.00			
Regulatory Sign/Advisory Sign		EA	\$ 300.00			
Guide/Street Name Sign		EA				
Epoxy Pavement Marking		SF	\$ 13.00			
Thermoplastic Pavement Marking		SF	\$ 23.00			
Barricade - Type 3		EA	\$ 200.00			
Delineator - Type I		EA	\$ 24.00			
Curb and Gutter, Type A (6" Vertical)		LF	\$ 30.00			
Curb and Gutter, Type B (Median)		LF	\$ 30.00			
Curb and Gutter, Type C (Ramp)		LF	\$ 30.00			
4" Sidewalk (common areas only)		SY	\$ 48.00			
5" Sidewalk		SY	\$ 60.00			
6" Sidewalk		SY	\$ 72.00			
8" Sidewalk		SY	\$ 96.00			
Pedestrian Ramp		EA	\$ 1,160.00			
Cross Pan, local (8" thick, 6' wide to include return)		LF	\$ 61.00			
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 92.00			
Curb Chase		EA	\$ 1,480.00			
Guardrail Type 3 (W-Beam)		LF	\$ 49.00			
Guardrail Type 7 (Concrete)		LF	\$ 72.00			
Guardrail End Anchorage		EA	\$ 2,098.00			
Guardrail Impact Attenuator		EA	\$ 3,767.00			
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 78.00			
Sound Barrier Fence (panels, 6' high)		LF	\$ 80.00			
Electrical Conduit, Size =		LF	\$ 16.00			
Traffic Signal, complete intersection		EA	\$ 425,000			

**PROJECT INFORMATION**

Sterling Ranch Forced Main

2/10/2020

PPR 1763

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
<i>[insert items not listed but part of construction plans]</i>						
<b>STORM DRAIN IMPROVEMENTS</b>						
Concrete Box Culvert (M Standard), Size ( W x H )		LF				
18" Reinforced Concrete Pipe		LF	\$ 65.00			
24" Reinforced Concrete Pipe		LF	\$ 78.00			
30" Reinforced Concrete Pipe		LF	\$ 97.00			
36" Reinforced Concrete Pipe		LF	\$ 120.00			
42" Reinforced Concrete Pipe		LF	\$ 160.00			
48" Reinforced Concrete Pipe		LF	\$ 195.00			
54" Reinforced Concrete Pipe		LF	\$ 245.00			
60" Reinforced Concrete Pipe		LF	\$ 288.00			
66" Reinforced Concrete Pipe		LF	\$ 332.00			
72" Reinforced Concrete Pipe		LF	\$ 380.00			
18" Corrugated Steel Pipe		LF	\$ 84.00			
24" Corrugated Steel Pipe		LF	\$ 96.00			
30" Corrugated Steel Pipe		LF	\$ 122.00			
36" Corrugated Steel Pipe		LF	\$ 147.00			
42" Corrugated Steel Pipe		LF	\$ 168.00			
48" Corrugated Steel Pipe		LF	\$ 178.00			
54" Corrugated Steel Pipe		LF	\$ 260.00			
60" Corrugated Steel Pipe		LF	\$ 280.00			
66" Corrugated Steel Pipe		LF	\$ 340.00			
72" Corrugated Steel Pipe		LF	\$ 400.00			
78" Corrugated Steel Pipe		LF	\$ 460.00			
84" Corrugated Steel Pipe		LF	\$ 550.00			
Flared End Section (FES) RCP Size = (unit cost = 6x pipe unit cost)		EA				
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)		EA				
End Treatment- Headwall		EA				
End Treatment- Wingwall		EA				
End Treatment - Cutoff Wall		EA				
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,542.00			
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,188.00			
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,345.00			
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,627.00			
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 7,861.00			
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 9,841.00			
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 9,918.00			
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 10,633.00			
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 11,627.00			
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,570.00			
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 11,667.00			
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,640.00			
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,731.00			
Storm Sewer Manhole, Box Base		EA	\$ 11,627.00			
Storm Sewer Manhole, Slab Base		EA	\$ 6,395.00			
Geotextile (Erosion Control)		SY	\$ 6.00			
Rip Rap, d50 size from 6" to 24"		Tons	\$ 80.00			
Rip Rap, Grouted		Tons	\$ 95.00			
Drainage Channel Construction, Size ( W x H )		LF				
Drainage Channel Lining, Concrete		CY	\$ 570.00			
Drainage Channel Lining, Rip Rap		CY	\$ 112.00			
Drainage Channel Lining, Grass		AC	\$ 1,469.00			
Drainage Channel Lining, Other Stabilization						
<i>[insert items not listed but part of construction plans]</i>						
				<b>Section 2 Subtotal</b>	<b>= \$ 6,060.00</b>	<b>\$ 6,060.00</b>

\* - Subject to defect warranty financial assurances. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)



PROJECT INFORMATION		
Sterling Ranch Forced Main	2/10/2020	PPR 1763
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	=	\$		\$
POND/BMP CERTIFICATION (Inc. elevations and volume calculations)		LS	=	\$		\$
<b>Total Construction Financial Assurance</b>					<b>\$</b>	<b>1,164,760.25</b>
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
<b>Total Remaining Construction Financial Assurance (with Pre-Plat Construction)</b>					<b>\$</b>	<b>683,160.25</b>
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
<b>Total Defect Warranty Financial Assurance</b>					<b>\$</b>	<b>3,794.30</b>
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

**Approvals**

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

Engineer (P.E. Seal Required)	
	2-11-2020
Approved by Owner / Applicant	Date
Approved by El Paso County Engineer / ECM Administrator	Date

**Approved**  
 By: Elizabeth Nijkamp  
 Date: 03/05/2020  
 El Paso County Planning & Community Development