

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between RHETORIC REAL ESTATE, LLC, hereinafter called the "Subdivider," and COLORADO CONCRETE CRUSHING, LLC, hereinafter called the "Developer" 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 and the Developer, as a condition of approval of the final plat of STERLING RECYCLING SUDIVISION, wish to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (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 A attached hereto and incorporated herein; and

WHEREAS, the Developer wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a Performance Bond.

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

1. The Subdivider and the Developer agree to construct and install, at their sole expense, all of those improvements as set forth on the Financial Assurance Estimate attached hereto and incorporated herein by reference. This obligation is joint and several. To secure and guarantee performance of its obligations as set forth herein, the Developer agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM.

Security and collateral shall be in the form of a Performance Bond issued by Evergreen Surety in the amount of \$ 1,246,847.85.

2. Developer is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. The Developer shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if the Developer allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on the Financial Assurance Estimate attached

hereto 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 shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements in the attached Financial Assurance Estimate.
4. The Subdivider and the Developer agree that all of those certain public improvements to be completed as identified in the attached Financial Assurance Estimate shall be constructed in compliance with the following:
  - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
  - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
5. All improvements shall be completed by the Developer, meeting all applicable standards for preliminary acceptance, within 24 (twenty-four) months from the date of notice to proceed in the Construction Permit for the Subdivision. If the Subdivider and/or the Developer determine that the completion date needs to be extended, the Subdivider and/or the Developer shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.
6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.

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 Developer 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 and the Developer 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 and the Developer 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 and the Developer agree, and all 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 and the Developer agree 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.
10. The County agrees to approval of the final plat of STERLING RECYCLING 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.
13. The Subdivider and the Developer agree for themselves and their successors and assigns that Subdivider and the Developer and/or their said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

BOARD OF COUNTY COMMISSIONERS OF  
EL PASO COUNTY, COLORADO

\_\_\_\_\_  
(Date Final Plat Approved)

By:   
\_\_\_\_\_  
Meggan Herington, Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

Approved as to form:

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

SUBDIVIDER:

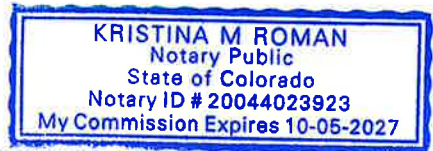
RHETORIC REAL ESTATE, LLC

By: *Eric Howard*  
Eric Howard, Manager

Subscribed, sworn to and acknowledged before me this 25<sup>th</sup> day of September, 2024  
by the parties above named.

My commission expires: 10-5-2027.

*Kristina Roman*  
Notary Public



DEVELOPER:

COLORADO CONCRETE CRUSHING, LLC

By: *Charles R. Collins*  
Charles R. Collins, Manager

Subscribed, sworn to and acknowledged before me this 25<sup>th</sup> day of September, 2024  
by the parties above named.

My commission expires: 10-5-2027.

*Kristina Roman*  
Notary Public



2024 Financial Assurance Estimate Form  
(with pre-plat construction)

Updated: 10/2023

PROJECT INFORMATION			
STERLING RECYCLING FACILITY	5/3/2024		SF2325
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	13,237	CY	\$ 5.00	\$ 66,185.00		\$ 66,185.00
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 Erosion Control Blanket	738.0	SY	\$ 9.00	\$ 6,642.00		\$ 6,642.00
Permanent Seeding (inc. noxious weed mgmt.) & Mulching	34.5	AC	\$ 2,018.00	\$ 69,621.00		\$ 69,621.00
Permanent Pond/BMP (provide engineer's estimate)	1	EA	\$ 174,077.00	\$ 174,077.00		\$ 174,077.00
Concrete Washout Basin	1	EA	\$ 1,172.00	\$ 1,172.00		\$ 1,172.00
Inlet Protection	6	EA	\$ 217.00	\$ 1,302.00		\$ 1,302.00
Rock Check Dam	21	EA	\$ 651.00	\$ 13,671.00		\$ 13,671.00
Safety Fence	2836	LF	\$ 3.00	\$ 8,808.00		\$ 8,808.00
Sediment Basin	4	EA	\$ 2,294.00	\$ 9,176.00		\$ 9,176.00
Sediment Trap		EA	\$ 538.00	\$ -		\$ -
Silt Fence	3290	LF	\$ 3.00	\$ 9,870.00		\$ 9,870.00
Slope Drain		LF	\$ 43.00	\$ -		\$ -
Straw Bale		EA	\$ 33.00	\$ -		\$ -
Straw Wattle/Rock Sock		LF	\$ 8.00	\$ -		\$ -
Surface Roughening		AC	\$ 269.00	\$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	\$ -		\$ -
Temporary Seeding and Mulching		AC	\$ 1,798.00	\$ -		\$ -
Vehicle Tracking Control	1	EA	\$ 3,085.00	\$ 3,085.00		\$ 3,085.00
Outlet Protection	1	EA	\$ 202.00	\$ 202.00		\$ 202.00
<i>(sewer items not listed next part of construction plans)</i>						
<b>MAINTENANCE (35% of Construction BMPs)</b>				\$ 16,139.90		\$ 16,139.90
<b>Section 1 Subtotal</b>				<b>\$ 379,950.90</b>		<b>\$ 379,950.90</b>

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

<b>SECTION 2 - PUBLIC IMPROVEMENTS *</b>						
<b>ROADWAY IMPROVEMENTS</b>						
Construction Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 37.00	\$ -		\$ -
Aggregate Base Course (135 lbs/cf)	547	CY	\$ 66.00	\$ 36,102.00		\$ 36,102.00
Asphalt Pavement (3" thick)		SY	\$ 18.00	\$ -		\$ -
Asphalt Pavement (4" thick)	3275	SY	\$ 25.00	\$ 81,875.00		\$ 81,875.00
Asphalt Pavement (6" thick)		SY	\$ 38.00	\$ -		\$ -
Asphalt Pavement (147 lbs/cf) * thick		Tons	\$ 114.00	\$ -		\$ -
Raised Median, Paved		SF	\$ 11.00	\$ -		\$ -
Regulatory Sign/Advisory Sign	1	EA	\$ 392.00	\$ 392.00		\$ 392.00
Guide/Street Name Sign	2	EA	\$ 392.00	\$ 784.00		\$ 784.00
Epoxy Pavement Marking	2430	SF	\$ 17.00	\$ 41,310.00		\$ 41,310.00
Thermoplastic Pavement Marking	70	SF	\$ 30.00	\$ 2,100.00		\$ 2,100.00
Barricade - Type 3		EA	\$ 259.00	\$ -		\$ -
Deflector - Type I		EA	\$ 31.00	\$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	968	LF	\$ 38.00	\$ 36,784.00		\$ 36,784.00
Curb and Gutter, Type B (Median)		LF	\$ 38.00	\$ -		\$ -
Curb and Gutter, Type C (Ramp)		LF	\$ 38.00	\$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 62.00	\$ -		\$ -
5" Sidewalk		SY	\$ 77.00	\$ -		\$ -
6" Sidewalk		SY	\$ 94.00	\$ -		\$ -
8" Sidewalk		SY	\$ 125.00	\$ -		\$ -
Pedestrian Ramp		EA	\$ 1,496.00	\$ -		\$ -
Cross Pan, focal (8" thick, 6' wide to include return)		LF	\$ 79.00	\$ -		\$ -
Cross Pan, collector (8" thick, 8' wide to include return)		LF	\$ 119.00	\$ -		\$ -
Curb Opening with Drainage Chase		EA	\$ 1,926.00	\$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 65.00	\$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 94.00	\$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,731.00	\$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 4,902.00	\$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 102.00	\$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 104.00	\$ -		\$ -
Electrical Conduit, Size =		LF	\$ 22.00	\$ -		\$ -
Traffic Signal (provide engineer's estimate)		EA	\$ -	\$ -		\$ -

**PROJECT INFORMATION**

STERLING RECYCLING FACILITY

5/3/2024

5F2325

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plan 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	82.00	=	\$ -		\$ -	
24" Reinforced Concrete Pipe		LF	98.00	=	\$ -		\$ -	
30" Reinforced Concrete Pipe		LF	123.00	=	\$ -		\$ -	
36" Reinforced Concrete Pipe		LF	151.00	=	\$ -		\$ -	
42" Reinforced Concrete Pipe		LF	201.00	=	\$ -		\$ -	
48" Reinforced Concrete Pipe		LF	245.00	=	\$ -		\$ -	
54" Reinforced Concrete Pipe		LF	320.00	=	\$ -		\$ -	
60" Reinforced Concrete Pipe		LF	374.00	=	\$ -		\$ -	
66" Reinforced Concrete Pipe		LF	433.00	=	\$ -		\$ -	
72" Reinforced Concrete Pipe		LF	495.00	=	\$ -		\$ -	
18" Corrugated Steel Pipe		LF	105.00	=	\$ -		\$ -	
24" Corrugated Steel Pipe		LF	121.00	=	\$ -		\$ -	
30" Corrugated Steel Pipe		LF	154.00	=	\$ -		\$ -	
36" Corrugated Steel Pipe		LF	184.00	=	\$ -		\$ -	
42" Corrugated Steel Pipe		LF	212.00	=	\$ -		\$ -	
48" Corrugated Steel Pipe		LF	223.00	=	\$ -		\$ -	
54" Corrugated Steel Pipe		LF	327.00	=	\$ -		\$ -	
60" Corrugated Steel Pipe		LF	353.00	=	\$ -		\$ -	
66" Corrugated Steel Pipe		LF	427.00	=	\$ -		\$ -	
72" Corrugated Steel Pipe		LF	502.00	=	\$ -		\$ -	
78" Corrugated Steel Pipe		LF	578.00	=	\$ -		\$ -	
84" Corrugated Steel Pipe		LF	691.00	=	\$ -		\$ -	
Flared End Section (FES) RCP Size =		EA		=	\$ -		\$ -	
<i>(unit cost = 6x pipe unit cost)</i>								
Flared End Section (FES) CSP Size =		EA		=	\$ -		\$ -	
<i>(unit cost = 6x pipe unit cost)</i>								
End Treatment- Headwall		EA		=	\$ -		\$ -	
End Treatment- Wingwall		EA		=	\$ -		\$ -	
End Treatment - Cutoff Wall		EA		=	\$ -		\$ -	
Curb Inlet (Type R) L=5', Depth < 5'		EA	7,212.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	9,377.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	10,859.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=10', Depth < 5'		EA	9,925.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	10,230.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	12,805.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=15', Depth < 5'		EA	12,907.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	13,835.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	15,130.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=20', Depth < 5'		EA	13,755.00	=	\$ -		\$ -	
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	15,181.00	=	\$ -		\$ -	
Grated Inlet (Type C), Depth < 5'		EA	6,037.00	=	\$ -		\$ -	
Grated Inlet (Type D), Depth < 5'		EA	7,458.00	=	\$ -		\$ -	
Storm Sewer Manhole, Box Base		EA	15,130.00	=	\$ -		\$ -	
Storm Sewer Manhole, Slab Base		EA	8,322.00	=	\$ -		\$ -	
Geotextile (Erosion Control)		SY	9.00	=	\$ -		\$ -	
Rip Rap, d50 size from 6" to 24"		Tons	104.00	=	\$ -		\$ -	
Rip Rap, Grouted		Tons	124.00	=	\$ -		\$ -	
Drainage Channel Construction, Size ( W x H )		LF		=	\$ -		\$ -	
Drainage Channel Lining, Concrete		CY	741.00	=	\$ -		\$ -	
Drainage Channel Lining, Rip Rap		CY	145.00	=	\$ -		\$ -	
Drainage Channel Lining, Grass		AC	1,911.00	=	\$ -		\$ -	
Drainage Channel Lining, Other Stabilization				=	\$ -		\$ -	
<i>[insert items not listed but part of construction plans]</i>								
* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 60% COMPLETE ALLOWED)								
<b>Section 2 Subtotal</b>					<b>=</b>	<b>\$ 204,347.00</b>		<b>\$ 204,347.00</b>






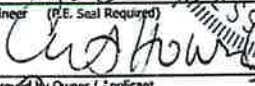
PROJECT INFORMATION						
STERLING RECYCLING FACILITY		5/3/2024			SF2325	
Project Name		Date			PCD File No.	
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)			\$ 5,000.00	= \$ 5,000.00	\$ 5,000.00	\$ 5,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	\$ 6,000.00	= \$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Total Construction Financial Assurance</b>					<b>\$ 1,246,847.85</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>\$ 1,246,847.85</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>\$ 104,174.40</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 shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

  
 25043  
 11/12/24  
 BRYAN T. LAW  
 PROFESSIONAL ENGINEER

Engineer (P.E. Seal Required)  
  
 Approved by Owner / Applicant  
 Gilbert LaForce, P.E.  
Digitally signed by Gilbert LaForce, P.E.  
Reason: Authorized signatory as County Engineer  
Date: 2024.11.25 11:34:44 -0700

Date 11/25/2024  
 Date 11/25/2024  
 Approved by El Paso County Engineer / ECH Administrator  
 Date