

This Escrow Agreement ("Agreement") is entered into this ____ day of _____, 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 BF Ranch Trust 2015 ("Developer"). The County and the Developer may be collectively referred to herein as the Parties.



Rename this document
Brown Rd Improvement
Cost Share Analysis



County process is to calculate the entire subdivision's fair share and require the subdivider to pay the entire amount prior to or in connection with recording the final plat.

Recitals
WHEREAS, on _____ and pursuant to Resolution No. _____ the Board approved the final plat of a subdivision known as ABERT RANCH SUBDIVISION (the "Subdivision"); and

WHEREAS, pursuant to conditions of approval for the Subdivision, Developer is required to deposit with the County in escrow a certain sum as its fair, equitable and proportionate contribution toward the design and future paving of Steppler Road north of Silver Neil 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:

An actual escrow agreement will need to be prepared and submitted as part of the subdivision. Please see attached agreement

Future payment via lot-by-lot sales are not permitted on a minor subdivision.

The statement will need to be corrected

There is currently no Brown Rd Improvement District. Please update accordingly

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 Twenty Four Thousand, Six Hundred Five Dollars (\$24,605) as its fair, equitable and proportionate contribution toward the cost of the design and future paving of Steppler Road north of Silver Neil Drive and south of Walker Road (the "ABERT RANCH SUBDIVISION FUNDS").

3. Escrow Accounts. The El Paso County Treasurer has agreed to accept and escrow the ABERT RANCH 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 _____, 2019 the County may request the disbursement of the ABERT RANCH SUBDIVISION FUNDS, including any

Subject: Brown Road Roadway Improvement District; Owl Ridge Subdivision

El Paso County Planning and Community Development:

This letter was prepared by SMH Consultants, on behalf of the developer of Owl Ridge Subdivision (18885 Brown Road), to address the Brown Road Roadway Improvement District established as part of the Prairie Ridge Subdivision application.

We understand that when the original Prairie Ridge subdivision application was approved in 2008, that an improvement district was formed to improve Brown Road to current County standards. At that time, the per lot cost share was determined to be approximately \$11,000.00 per lot. However, the documentation supporting this per lot cost share has been difficult to locate, to examine where all of the numbers came from and what properties were being included in the cost share. This project was then put on hold. However, it has recently re-surfaced and is currently under review with El Paso County. The per lot cost share is now at approximately \$14,000.00 per lot. This \$14,000.00 is based on the limited information from the original improvement district agreement, with inflation added.

Based on the lack of information available for the original improvement district, and the amount of time that has passed since its creation, we are proposing a revised improvement district and a new per lot cost share number, to be utilized with the Owl Ridge Subdivision application and all future subdivision applications adjacent to Brown Road.

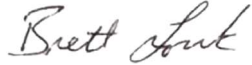
Attached to this letter are an up-to-date construction cost estimate for the Brown Road Improvements and an exhibit depicting the properties adjacent to Brown Road. The exhibit illustrates the acreage of each parcel adjacent to Brown Road and how many single-family lots could be created, based on the current zoning for each parcel. Based on this information, there is the potential for 108 single-family lots that would utilize Brown Road. Using the maximum construction cost estimate of \$721,540.00, spread out over 108 potential lots, we propose a per lot cost share of \$6,681.00. This amount would be paid, by each lot purchaser, into the Brown Road Improvement District. These funds would then be utilized by El Paso County, at a future date, to improve Brown Road to current El Paso County standards. The terms stating when the funds shall be used by the County for the roadway improvements are to be outlined in the updated Brown Road Improvement District. Terms outlining how, and when, the per lot cost share is paid into the improvement district will also be outlined in the new improvement district.

Prairie Ridge Minor sub is not complete. While approved in 2008 it was not finalized or the plat recorded. Its currently still not completed or approved (PCD File #SF2010)

A future cost adjustment factor will be needed

If you have any questions, I can be reached at 719-465-2145 or via email at blouk@smhconsultants.com.

Sincerely,

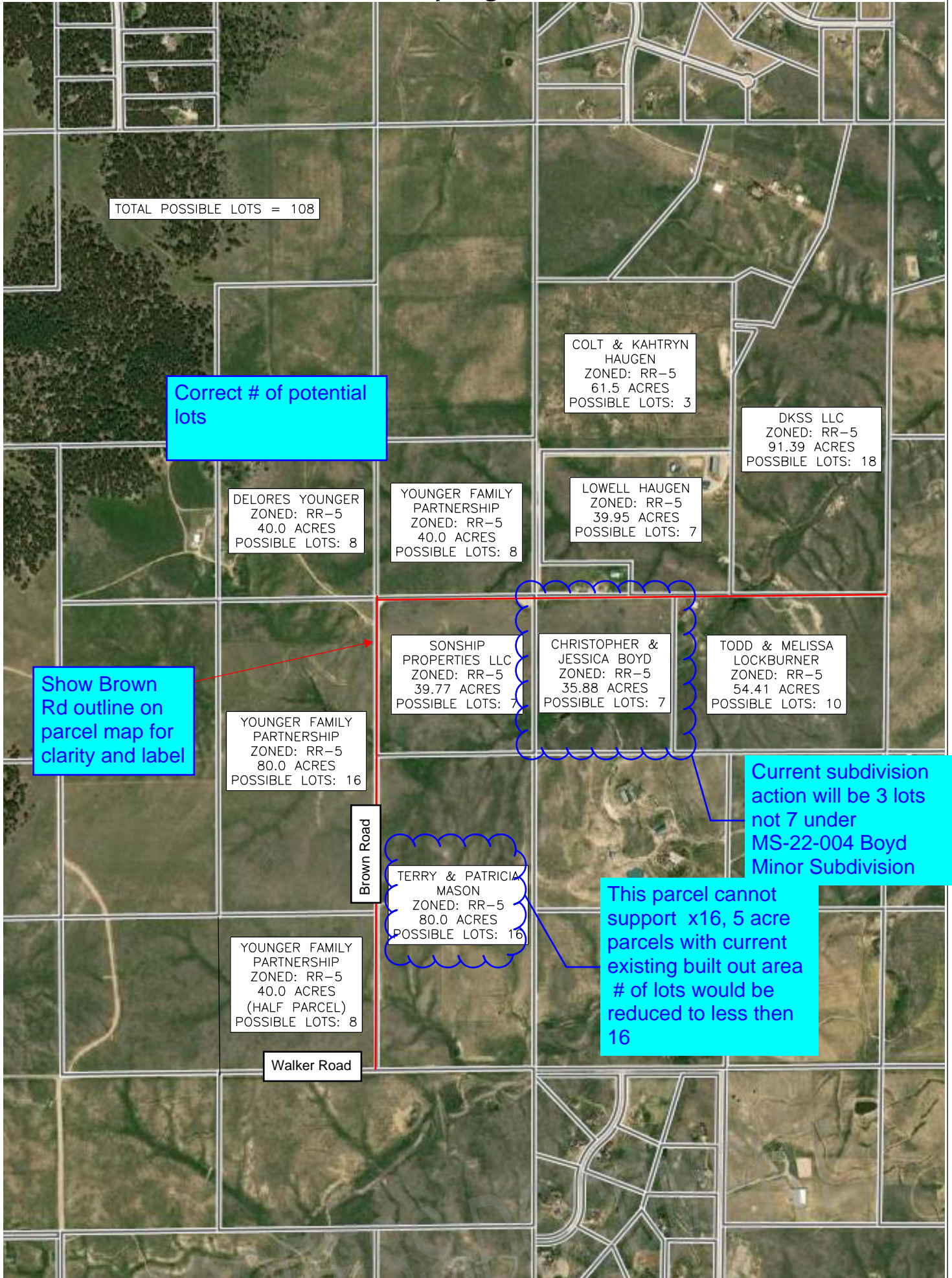


Brett Louk, PE
SMH Consultants

Please coordinate with the owner/applicant of PCD File # MS224 Boyd Minor Subdivision to ensure that Brown Road Cost Share methods, analysis, and expected cost share amount are congruent.

Brown Rd. Improvements EXHIBIT

Colorado Springs, Colorado



PROGRESSIVE ENGINEERING
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Exhibit #00 Drawn By:JTH Project #2010CS4031 TDS #00



To: Colt Haugen	Contact:
Address: Monument, CO	Phone: (719) 440-8808
	Fax:
Project Name: 11.11.21 Brown Rd	Bid Number:
Project Location:	Bid Date: 11/11/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Course					
1	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
2	4" Base Course	20,775.00	SY	\$16.00	\$332,400.00
3	3" HMA (1 Lift; Gr SX, PG 64-22)	17,230.00	SY	\$20.00	\$344,600.00
4	Shouldering (2' Each Side Of Roadway)	3,545.00	SY	\$12.00	\$42,540.00
Total Price for above Base Course Items:					\$721,540.00
CTS					
1	Mobilization	1.00	EACH	\$4,000.00	\$4,000.00
2	CTS (8" @ 2.5%)	20,775.00	SY	\$12.00	\$249,300.00
3	3" HMA (1 Lift; Gr SX, PG 64-22)	17,230.00	SY	\$20.00	\$344,600.00
4	Shouldering (2' Each Side Of Roadway)	3,545.00	SY	\$12.00	\$42,540.00
Total Price for above CTS Items:					\$640,440.00
Scar/Recomp/Pave					
1	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
2	Scarify/Recompact/Grade	20,775.00	SY	\$6.50	\$135,037.50
3	3" HMA (1 Lift; Gr SX, PG 64-22)	17,230.00	SY	\$20.00	\$344,600.00
4	Shouldering (2' Each Side Of Roadway)	3,545.00	SY	\$12.00	\$42,540.00
Total Price for above Scar/Recomp/Pave Items:					\$524,177.50

Notes:

- - This proposal and all parts thereof shall be incorporated into and made part of the contract and supersede in contradictions.
- Price will be honored for contracts within 30 days of proposal date; all work contracted thereafter is subject to price adjustments.
- Proposal is a complete package for all items only; items may not be separated without written permission from Pyramid Construction.
- The quote reflects current fuel and energy costs; due to volatility Pyramid reserves the right to review and adjust pricing at any time in the event of substantial price increases outside our control
- Work will be invoiced monthly; all invoices shall be due net 30; overdue amounts will be subject to interest at 18% per annum plus any legal fees required for collection.
- In the event field testing is performed Pyramid will be notified prior to be given the opportunity to provide verifying test results.
- This quotation is not binding unless signed by both parties.
- Prior to executing an agreement Pyramid reserves the right to receive detailed information about the owner, funding and the financial institution managing the release of funds.
- Pyramid shall not be liable for failure of performance, delay in delivery by reason of any contingency beyond our exclusive control including: labor strikes; embargo; acts of God; war; government regulations including allocation; preference of priorities by government or shortage; national shortage of raw materials or fuel; inclement weather; and low temperatures/frost.
- Pyramid shall not be responsible for the operation and results of any technical advice or engineering in connection with the design, installation or use of the product sold hereunder.
- It is agreed that no promises, agreements, or understandings have been made other than herein contained; that no agent or salesman has any authority to obligate Pyramid, to any terms, stipulations, or conditions not herein expressed.
- All reasonable attorney's fees will be due to Pyramid in the event the service of an attorney is required by Pyramid to enforce any aspect of this agreement.
- Pyramid reserves the right to refuse or suspend performance or to require payment in advance in the event credit of owner or general contractor becomes impaired or inadequate.
- All additional work or materials requested will be processed as a change order to this agreement and must be agreed upon in writing by both parties prior to the commencement of additional work; Pyramid shall not be obligated to perform any additional work without such prior written order.
- Sales tax or any state, county or city which are now in effect are not included in the price quoted unless specifically stated otherwise in this agreement.
- Terms and conditions of any contract not bearing the signature of a Pyramid Constuction officer will not be honored.
- - Ditch work or culverts are not included.
- All quantities are estimated; payment will be based on actual quantities installed.
- No retainage to be withheld.
- Permits, fees and bonds will be billed at invoiced cost +20%.
- Mobilizations are included at price stated above; additional mobilizations will be charged at stated unit price (or \$2,500 each if no price is stated).
- Subgrade or base course for asphalt work to be within +/- .1/foot of bottom face and to balance onsite; work to correct subgrade/basecourse conditions will be performed on a T&M basis.
- Pricing Includes: Labor; material; equipment; fine grading (+/- .1/foot); all dirt to balance onsite; and one-year warranty against defective workmanship and/or materials.
- Pricing Excludes: Prime coat; all traffic control (traffic and pedestrian); survey and staking; excavation; backfill; compaction; import or export of subgrade/base course materials; repair of soft or unsuitable subgrade/base course conditions (not installed by Pyramid); patching; paving fabric; cleaning and patching between asphalt lifts; wheel stops; striping; soil stabilization; dewatering; utility relocation; signage; and all testing (compaction, moisture, density or asphalt).
- All excluded work can be performed, if required, at Pyramid T&M rates.
- Pyramid is not responsible for damage to ingress/egress concrete/asphalt.
- All materials per Pikes Peak Regional Asphalt Paving Specifications.
- Asphalt will not be placed in temperature ranges outside that specified in the Pikes Peak Region Asphalt Paving Specifications without a signed warranty/liability waver.
- Pyramid Construction has the right to delay work, without penalty, until a sufficient area of paving is available.
- Winter protection is not included in above pricing and are priced at: \$.40/sf for subgrade/base course.

- WARRANTY - Pyramid Construction, Inc. will warrant our material and workmanship for a period of one (1) year from completion of our work against defective workmanship or materials. Items not covered by warranty are: insufficient design of asphalt thickness, unsuitable subgrade/base course conditions (expansive subgrade), poor subgrade compaction around underground utilities; thermal cracking; overloading structure; reflective cracking; insufficient materials/asphalt binders and inadequate drainage minimum two percent (2%) for asphalt. All damage caused by items outside of the warranty will be determined and priced individually; pricing and scope will be accepted prior to work commencing, original bid quoted unit prices are not valid.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Pyramid Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Patrick Nordberg (719) 351-5774 pnordberg@pyramidconstructioninc.com</p>
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