

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between SR LAND, LLC and CLASSIC SRJ LAND, LLC, 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 HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1, wishes 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 Exhibits A, B, and C 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 a performance bond.

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

- I. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on the Financial Assurance Estimates attached hereto as Exhibits A, B, and C and incorporated herein by reference. Pursuant to the Development Agreement adopted pursuant to BoCC Resolution No. 22-255 and recorded at Reception No. 222098865 ("Development Agreement"), collateral for construction of Sand Creek Channel Improvements adjacent to this subdivision, including wetlands mitigation and the Briargate Parkway Bridge over Sand Creek, will be posted in connection with said Development Agreement and not with this subdivision. Pursuant to the Development Agreement, collateral for construction of Sterling Ranch Road east of Sand Creek to the intersection with Briargate Parkway (except for any necessary grading and erosion control collateral), is not required with this subdivision. 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 in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$3,012,158.00. The improvements set forth in Exhibit A include the Homestead North at Sterling Ranch Filing 1 improvements.

Security and collateral shall be in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$915,197. The improvements set forth in Exhibit B include the Briargate Parkway improvements from Vollmer Road to Wheatland Drive.

Security and collateral shall be in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$1,546,676.98. The improvements set forth in Exhibit C include the Briargate Parkway Bridge improvements.

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 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 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 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 agrees 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 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. 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 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 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 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.
10. Pursuant to Section 8.5.5 (C)(3)(b)(ii) of the Land Development Code, Subdivider may apply the amount in the financial assurance estimate incorporated into the Development Agreement (a) that is attributable to the segment of the Sand Creek Channel adjacent to this subdivision to offset drainage fees for this subdivision and (b) that is attributable to the Sterling Ranch Bridge over Sand Creek adjacent to this subdivision to offset bridge fees for this subdivision.
11. The County agrees to approval of the final plat of HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 subject to the terms and conditions of this Agreement.
12. 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.
13. This Agreement shall take effect on the date of approval of the Final Plat.
14. The Subdivider agrees for itself and its successors and assigns that Subdivider and/or its 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
El Paso County Planning and Community Development Department
Authorized signatory pursuant to LDC

Approved as to form:

County Attorney's Office

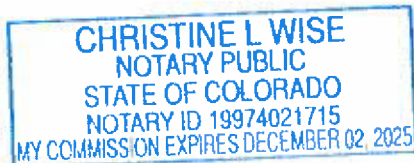
SUBDIVIDER:

SR LAND, LLC

By: James Morley
James Morley, Manager

Subscribed, sworn to and acknowledged before me this 21st day of March, 2023
by the parties above named.

My commission expires: 12-02-2025.



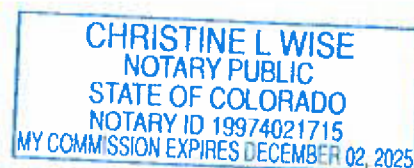
Christine L. Wise
Notary Public

CLASSIC SR LAND, LLC

By: Douglas Stimple
Douglas Stimple, CEO of Manager

Subscribed, sworn to and acknowledged before me this 21st day of March, 2023
by the parties above named.

My commission expires: 12-02-2025.



Christine L. Wise
Notary Public

Financial Assurance Estimate Exhibit A:

Exhibit A – Homestead North at Sterling Ranch Filing 1 Subdivision Improvements Estimate

2022 Financial Assurance Estimate Form (with pre-plat construction)

PROJECT INFORMATION			
Homestead North Filing No. 1	12/8/2022	SF2213	
Project Name	Date	PCD File No.	

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)							
* 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.)		AC	\$ 886.00	=	\$ -		\$ -
* Mulching		AC	\$ 831.00	=	\$ -		\$ -
* Permanent Erosion Control Blanket		SY	\$ 7.00	=	\$ -		\$ -
* Permanent Pond/BMP Construction		CY	\$ 22.00	=	\$ -		\$ -
* Permanent Pond/BMP (provide engineer's estimate)	1	EA	\$150,000.00	=	\$ 150,000.00		\$ 150,000.00
		EA		=	\$ -		\$ -
Safety Fence		LF	\$ 3.00	=	\$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	=	\$ -		\$ -
Vehicle Tracking Control		EA	\$ 2,625.00	=	\$ -		\$ -
Silt Fence		LF	\$ 3.00	=	\$ -		\$ -
Temporary Seeding		AC	\$ 695.00	=	\$ -		\$ -
Temporary Mulch		AC	\$ 831.00	=	\$ -		\$ -
Erosion Bales		EA	\$ 28.00	=	\$ -		\$ -
Erosion Logs/Straw Wattles		LF	\$ 6.00	=	\$ -		\$ -
Rock Check Dams		EA	\$ 554.00	=	\$ -		\$ -
Inlet Protection		EA	\$ 185.00	=	\$ -		\$ -
Sediment Basin		EA	\$ 1,952.00	=	\$ -		\$ -
Concrete Washout Basin		EA	\$ 997.00	=	\$ -		\$ -
				=	\$ -		\$ -
<i>(insert items not listed but part of construction plans)</i>				=	\$ -		\$ -
MAINTENANCE (35% of Construction BMPs)				=	\$ -		\$ -
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)							
Section 1 Subtotal				=	\$ 150,000.00		\$ 150,000.00

SECTION 2 - PUBLIC IMPROVEMENTS *

ROADWAY IMPROVEMENTS

Construction Traffic Control	1	LS	\$ 5,000.00	=	\$ 5,000.00		\$ 5,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 31.00	=	\$ -		\$ -
Aggregate Base Course (135 lbs/cf)	3,047	CY	\$ 56.00	=	\$ 170,632.00		\$ 170,632.00
Asphalt Pavement (3" thick)		SY	\$ 16.00	=	\$ -		\$ -
Asphalt Pavement (4" thick)	13,646	SY	\$ 21.00	=	\$ 286,566.00		\$ 286,566.00
Asphalt Pavement (6" thick)		SY	\$ 32.00	=	\$ -		\$ -
Asphalt Pavement (147 lbs/cf) _" thick		Tons	\$ 97.00	=	\$ -		\$ -
Raised Median, Paved		SF	\$ 9.00	=	\$ -		\$ -
Regulatory Sign/Advisory Sign	9	EA	\$ 333.00	=	\$ 2,997.00		\$ 2,997.00
Guide/Street Name Sign	9	EA	\$ 400.00	=	\$ 3,600.00		\$ 3,600.00
Epoxy Pavement Marking		SF	\$ 15.00	=	\$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 26.00	=	\$ -		\$ -
Barricade - Type 3		EA	\$ 221.00	=	\$ -		\$ -
Delineator - Type I		EA	\$ 27.00	=	\$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	1,976	LF	\$ 32.00	=	\$ 63,232.00		\$ 63,232.00
Curb and Gutter, Type B (Median)		LF	\$ 32.00	=	\$ -		\$ -
Curb and Gutter, Type C (Ramp)	4,975	LF	\$ 32.00	=	\$ 159,200.00		\$ 159,200.00
4" Sidewalk (common areas only)		SY	\$ 53.00	=	\$ -		\$ -
5" Sidewalk		SY	\$ 66.00	=	\$ -		\$ -
6" Sidewalk	910	SY	\$ 80.00	=	\$ 72,800.00		\$ 72,800.00
8" Sidewalk		SY	\$ 106.00	=	\$ -		\$ -
Pedestrian Ramp	18	EA	\$ 1,273.00	=	\$ 22,914.00		\$ 22,914.00
Cross Pan, local (8" thick, 6' wide to include return)	560	LF	\$ 67.00	=	\$ 37,520.00		\$ 37,520.00
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 102.00	=	\$ -		\$ -
Curb Chase		EA	\$ 1,639.00	=	\$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 55.00	=	\$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 80.00	=	\$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,324.00	=	\$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 4,172.00	=	\$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 87.00	=	\$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 89.00	=	\$ -		\$ -
Electrical Conduit, Size =		LF	\$ 18.00	=	\$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 470,666	=	\$ -		\$ -

PROJECT INFORMATION							
Homestead North Filing No. 1			12/8/2022		SF2213		
Project Name			Date		PCD File No.		
Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction)	
						% Complete	Remaining
[insert items not listed but part of construction plans]				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS							
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	\$ -		\$ -
18" Reinforced Concrete Pipe	824	LF	\$ 70.00	=	\$ 57,680.00		\$ 57,680.00
24" Reinforced Concrete Pipe	1,538	LF	\$ 83.00	=	\$ 127,654.00		\$ 127,654.00
30" Reinforced Concrete Pipe		LF	\$ 104.00	=	\$ -		\$ -
36" Reinforced Concrete Pipe	88	LF	\$ 128.00	=	\$ 11,264.00		\$ 11,264.00
42" Reinforced Concrete Pipe		LF	\$ 171.00	=	\$ -		\$ -
48" Reinforced Concrete Pipe	292	LF	\$ 209.00	=	\$ 61,028.00		\$ 61,028.00
54" Reinforced Concrete Pipe		LF	\$ 272.00	=	\$ -		\$ -
60" Reinforced Concrete Pipe	1,413	LF	\$ 319.00	=	\$ 450,747.00		\$ 450,747.00
66" Reinforced Concrete Pipe		LF	\$ 368.00	=	\$ -		\$ -
72" Reinforced Concrete Pipe		LF	\$ 421.00	=	\$ -		\$ -
18" Corrugated Steel Pipe		LF	\$ 90.00	=	\$ -		\$ -
24" Corrugated Steel Pipe		LF	\$ 103.00	=	\$ -		\$ -
30" Corrugated Steel Pipe		LF	\$ 131.00	=	\$ -		\$ -
36" Corrugated Steel Pipe		LF	\$ 157.00	=	\$ -		\$ -
42" Corrugated Steel Pipe		LF	\$ 180.00	=	\$ -		\$ -
48" Corrugated Steel Pipe		LF	\$ 190.00	=	\$ -		\$ -
54" Corrugated Steel Pipe		LF	\$ 278.00	=	\$ -		\$ -
60" Corrugated Steel Pipe		LF	\$ 300.00	=	\$ -		\$ -
66" Corrugated Steel Pipe		LF	\$ 364.00	=	\$ -		\$ -
72" Corrugated Steel Pipe		LF	\$ 428.00	=	\$ -		\$ -
78" Corrugated Steel Pipe		LF	\$ 492.00	=	\$ -		\$ -
84" Corrugated Steel Pipe		LF	\$ 588.00	=	\$ -		\$ -
Flared End Section (FES) RCP Size = 48 (unit cost = 6x pipe unit cost)	1	EA	\$ 800.00	=	\$ 800.00		\$ 800.00
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	\$ 6,138.00	=	\$ -		\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'	3	EA	\$ 7,981.00	=	\$ 23,943.00		\$ 23,943.00
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 9,242.00	=	\$ -		\$ -
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 8,447.00	=	\$ -		\$ -
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'	2	EA	\$ 8,706.00	=	\$ 17,412.00		\$ 17,412.00
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,898.00	=	\$ -		\$ -
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,984.00	=	\$ -		\$ -
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'	4	EA	\$ 11,775.00	=	\$ 47,100.00		\$ 47,100.00
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,876.00	=	\$ -		\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 11,706.00	=	\$ -		\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'	2	EA	\$ 12,920.00	=	\$ 25,840.00		\$ 25,840.00
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,138.00	=	\$ -		\$ -
Grated Inlet (Type D), Depth < 5'	4	EA	\$ 6,347.00	=	\$ 25,388.00		\$ 25,388.00
Storm Sewer Manhole, Box Base	4	EA	\$ 12,876.00	=	\$ 51,504.00		\$ 51,504.00
Storm Sewer Manhole, Slab Base	9	EA	\$ 7,082.00	=	\$ 63,738.00		\$ 63,738.00
Geotextile (Erosion Control)		SY	\$ 7.00	=	\$ -		\$ -
Rip Rap, d50 size from 6" to 24"		Tons	\$ 89.00	=	\$ -		\$ -
Rip Rap, Grouted		Tons	\$ 105.00	=	\$ -		\$ -
Drainage Channel Construction, Size (W x H)		LF	\$ -	=	\$ -		\$ -
Drainage Channel Lining, Concrete		CY	\$ 631.00	=	\$ -		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 124.00	=	\$ -		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,626.00	=	\$ -		\$ -
Drainage Channel Lining, Other Stabilization				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
Section 2 Subtotal				=	\$ 1,788,559.00		\$ 1,788,559.00

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

PROJECT INFORMATION							
Homestead North Filing No. 1		12/8/2022		SF2213			
Project Name		Date		PCD File No.			
Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
Noise Wall - BGP-Vollmer	1,800	LF	\$ 70.00	=	\$ 126,000.00		\$ 126,000.00
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	2,921	LF	\$ 71.00	=	\$ 207,391.00		\$ 207,391.00
Water Main Pipe (PVC), Size 12"	1,075	LF	\$ 83.00	=	\$ 89,225.00		\$ 89,225.00
Gate Valves, 8"	23	EA	\$ 2,058.00	=	\$ 47,334.00		\$ 47,334.00
Fire Hydrant Assembly, w/ all valves	7	EA	\$ 7,306.00	=	\$ 51,142.00		\$ 51,142.00
Water Service Line Installation, inc. tap and valves	73	EA	\$ 1,466.00	=	\$ 107,018.00		\$ 107,018.00
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	2,994	LF	\$ 71.00	=	\$ 212,574.00		\$ 212,574.00
Sanitary Sewer Manhole, Depth < 15 feet	12	EA	\$ 4,858.00	=	\$ 58,296.00		\$ 58,296.00
Sanitary Service Line Installation, complete	73	EA	\$ 1,553.00	=	\$ 113,369.00		\$ 113,369.00
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
LS Tracts and Buffers	11,000	SF	\$ 3.75	=	\$ 41,250.00		\$ 41,250.00
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
Section 3 Subtotal				=	\$ 1,053,599.00		\$ 1,053,599.00


** - Section 3 is not subject to defect warranty requirements

PROJECT INFORMATION						
Homestead North Filing No. 1		12/8/2022		SF2213		
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	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
Total Construction Financial Assurance					\$	3,012,158.00
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	3,012,158.00
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	387,711.80
(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)



Approved by Owner / Applicant

Approved by El Paso County Engineer / ECM Administrator

12/08/2022

Date

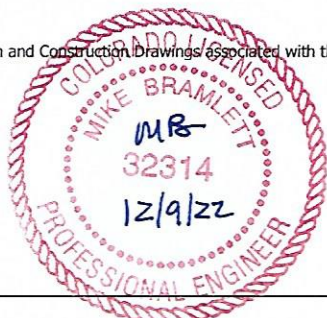
APPROVED

Engineering Department

12/15/2022 7:33:55 AM

dsdnijkamp

EPC Planning & Community



Conditions:

1. The FAE and ESQCP for pre-development site grading under SP-20-008 shall remain open until completion of this subdivision.

**Financial Assurance Estimate Exhibit B:
Exhibit B – Briargate Parkway Segment**

2023 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 12/8/2022

PROJECT INFORMATION			
Briargate Parkway (Vollmer-Wheatland) CDR 221	3/9/2023	SF2213	
Project Name	Date	PCD File No.	

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)							
Earthwork							
less than 1,000; \$5,300 min		CY	\$ 8.00	=	\$ -		\$ -
1,000-5,000; \$8,000 min	4,518	CY	\$ 6.00	=	\$ 27,108.00		\$ 27,108.00
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 Erosion Control Blanket		SY	\$ 8.00	=	\$ -		\$ -
Permanent Seeding (inc. noxious weed mgmt.) & Mulching		AC	\$ 1,875.00	=	\$ -		\$ -
Permanent Pond/BMP (provide engineer's estimate)		EA		=	\$ -		\$ -
Concrete Washout Basin		EA	\$ 1,089.00	=	\$ -		\$ -
Inlet Protection		EA	\$ 202.00	=	\$ -		\$ -
Rock Check Dam		EA	\$ 605.00	=	\$ -		\$ -
Safety Fence		LF	\$ 3.00	=	\$ -		\$ -
Sediment Basin		EA	\$ 2,132.00	=	\$ -		\$ -
Sediment Trap		EA	\$ 500.00	=	\$ -		\$ -
Silt Fence		LF	\$ 3.00	=	\$ -		\$ -
Slope Drain		LF	\$ 40.00	=	\$ -		\$ -
Straw Bale		EA	\$ 31.00	=	\$ -		\$ -
Straw Wattle/Rock Sock		LF	\$ 7.00	=	\$ -		\$ -
Surface Roughening		AC	\$ 250.00	=	\$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	=	\$ -		\$ -
Temporary Seeding and Mulching		AC	\$ 1,666.00	=	\$ -		\$ -
Vehicle Tracking Control		EA	\$ 2,867.00	=	\$ -		\$ -
(insert items not listed but part of construction plans)				=	\$ -		\$ -
MAINTENANCE (35% of Construction BMPs)					\$ -		\$ -
* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED).							
Section 1 Subtotal					\$ 27,108.00		\$ 27,108.00

SECTION 2 - PUBLIC IMPROVEMENTS *							
ROADWAY IMPROVEMENTS							

Construction Traffic Control	1	LS	\$ 10,000.00	=	\$ 10,000.00		\$ 10,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 34.00	=	\$ -		\$ -
Aggregate Base Course (135 lbs/cf)	2,276	CY	\$ 61.00	=	\$ 138,836.00		\$ 138,836.00
Asphalt Pavement (3" thick)		SY	\$ 17.00	=	\$ -		\$ -
Asphalt Pavement (4" thick)		SY	\$ 23.00	=	\$ -		\$ -
Asphalt Pavement (6" thick)	9,106	SY	\$ 35.00	=	\$ 318,710.00		\$ 318,710.00
Asphalt Pavement (147 lbs/cf) _" thick		Tons	\$ 106.00	=	\$ -		\$ -
Raised Median, Paved		SF	\$ 10.00	=	\$ -		\$ -
Regulatory Sign/Advisory Sign	11	EA	\$ 364.00	=	\$ 4,004.00		\$ 4,004.00
Guide/Street Name Sign	4	EA	\$ 437.00	=	\$ 1,748.00		\$ 1,748.00
Epoxy Pavement Marking	2,651	SF	\$ 16.00	=	\$ 42,416.00		\$ 42,416.00
Thermoplastic Pavement Marking	115	SF	\$ 28.00	=	\$ 3,220.00		\$ 3,220.00
Barricade - Type 3		EA	\$ 241.00	=	\$ -		\$ -
Delineator - Type I		EA	\$ 29.00	=	\$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	1,718	LF	\$ 35.00	=	\$ 60,130.00	30.00%	\$ 42,091.00
Curb and Gutter, Type B (Median)	1,166	LF	\$ 35.00	=	\$ 40,810.00		\$ 40,810.00
Curb and Gutter, Type C (Ramp)		LF	\$ 35.00	=	\$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 58.00	=	\$ -		\$ -
5" Sidewalk	1,247	SY	\$ 72.00	=	\$ 89,784.00		\$ 89,784.00
6" Sidewalk		SY	\$ 87.00	=	\$ -		\$ -
8" Sidewalk		SY	\$ 116.00	=	\$ -		\$ -
Pedestrian Ramp	9	EA	\$ 1,390.00	=	\$ 12,510.00		\$ 12,510.00
Cross Pan, local (8" thick, 6' wide to include return)		LF	\$ 73.00	=	\$ -		\$ -
Cross Pan, collector (9" thick, 8' wide to include return)	215	LF	\$ 111.00	=	\$ 23,865.00		\$ 23,865.00
Curb Opening with Drainage Chase		EA	\$ 1,790.00	=	\$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 60.00	=	\$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 87.00	=	\$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,538.00	=	\$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 4,556.00	=	\$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 95.00	=	\$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 97.00	=	\$ -		\$ -
Electrical Conduit, Size =		LF	\$ 20.00	=	\$ -		\$ -
Traffic Signal, (provide engineer's estimate)		EA		=	\$ -		\$ -

PROJECT INFORMATION							
Briargate Parkway (Vollmer-Wheatland) CDR 221				3/9/2023		SF2213	
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>				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS							
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	\$ -		\$ -
18" Reinforced Concrete Pipe		LF	\$ 76.00	=	\$ -		\$ -
24" Reinforced Concrete Pipe		LF	\$ 91.00	=	\$ -		\$ -
30" Reinforced Concrete Pipe		LF	\$ 114.00	=	\$ -		\$ -
36" Reinforced Concrete Pipe		LF	\$ 140.00	=	\$ -		\$ -
42" Reinforced Concrete Pipe		LF	\$ 187.00	=	\$ -		\$ -
48" Reinforced Concrete Pipe		LF	\$ 228.00	=	\$ -		\$ -
54" Reinforced Concrete Pipe		LF	\$ 297.00	=	\$ -		\$ -
60" Reinforced Concrete Pipe		LF	\$ 348.00	=	\$ -		\$ -
66" Reinforced Concrete Pipe		LF	\$ 402.00	=	\$ -		\$ -
72" Reinforced Concrete Pipe		LF	\$ 460.00	=	\$ -		\$ -
18" Corrugated Steel Pipe		LF	\$ 98.00	=	\$ -		\$ -
24" Corrugated Steel Pipe		LF	\$ 112.00	=	\$ -		\$ -
30" Corrugated Steel Pipe		LF	\$ 143.00	=	\$ -		\$ -
36" Corrugated Steel Pipe		LF	\$ 171.00	=	\$ -		\$ -
42" Corrugated Steel Pipe		LF	\$ 197.00	=	\$ -		\$ -
48" Corrugated Steel Pipe		LF	\$ 207.00	=	\$ -		\$ -
54" Corrugated Steel Pipe		LF	\$ 304.00	=	\$ -		\$ -
60" Corrugated Steel Pipe		LF	\$ 328.00	=	\$ -		\$ -
66" Corrugated Steel Pipe		LF	\$ 397.00	=	\$ -		\$ -
72" Corrugated Steel Pipe		LF	\$ 467.00	=	\$ -		\$ -
78" Corrugated Steel Pipe		LF	\$ 537.00	=	\$ -		\$ -
84" Corrugated Steel Pipe		LF	\$ 642.00	=	\$ -		\$ -
Flared End Section (FES) RCP Size = <i>(unit cost = 6x pipe unit cost)</i>		EA		=	\$ -		\$ -
Flared End Section (FES) CSP Size = <i>(unit cost = 6x pipe unit cost)</i>		EA		=	\$ -		\$ -
End Treatment- Headwall		EA		=	\$ -		\$ -
End Treatment- Wingwall		EA		=	\$ -		\$ -
End Treatment - Cutoff Wall		EA		=	\$ -		\$ -
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 6,703.00	=	\$ -		\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 8,715.00	=	\$ -		\$ -
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 10,092.00	=	\$ -		\$ -
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 9,224.00	=	\$ -		\$ -
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 9,507.00	=	\$ -		\$ -
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 11,901.00	=	\$ -		\$ -
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 11,995.00	=	\$ -		\$ -
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 12,858.00	=	\$ -		\$ -
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 14,061.00	=	\$ -		\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 12,783.00	=	\$ -		\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 14,109.00	=	\$ -		\$ -
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,611.00	=	\$ -		\$ -
Grated Inlet (Type D), Depth < 5'		EA	\$ 6,931.00	=	\$ -		\$ -
Storm Sewer Manhole, Box Base		EA	\$ 14,061.00	=	\$ -		\$ -
Storm Sewer Manhole, Slab Base		EA	\$ 7,734.00	=	\$ -		\$ -
Geotextile (Erosion Control)		SY	\$ 8.00	=	\$ -		\$ -
Rip Rap, d50 size from 6" to 24"		Tons	\$ 97.00	=	\$ -		\$ -
Rip Rap, Grouted		Tons	\$ 115.00	=	\$ -		\$ -
Drainage Channel Construction, Size (W x H)		LF		=	\$ -		\$ -
Drainage Channel Lining, Concrete		CY	\$ 689.00	=	\$ -		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 135.00	=	\$ -		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,776.00	=	\$ -		\$ -
Drainage Channel Lining, Other Stabilization				=	\$ -		\$ -
<i>[insert items not listed but part of construction plans]</i>				=	\$ -		\$ -
Section 2 Subtotal				=	\$ 746,033.00		\$ 727,994.00

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

PROJECT INFORMATION							
Briargate Parkway (Vollmer-Wheatland) CDR 221			3/9/2023			SF2213	
Project Name			Date			PCD File No.	
Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	775	LF	\$ 78.00	=	\$ 60,450.00		\$ 60,450.00
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 91.00	=	\$ -		\$ -
Gate Valves, 8"		EA	\$ 2,247.00	=	\$ -		\$ -
Fire Hydrant Assembly, w/ all valves		EA	\$ 7,978.00	=	\$ -		\$ -
Water Service Line Installation, inc. tap and valves		EA	\$ 1,601.00	=	\$ -		\$ -
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	782	LF	\$ 78.00	=	\$ 60,996.00		\$ 60,996.00
Sanitary Sewer Manhole, Depth < 15 feet	2	EA	\$ 5,305.00	=	\$ 10,610.00		\$ 10,610.00
Sanitary Service Line Installation, complete		EA	\$ 1,696.00	=	\$ -		\$ -
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]				=	\$ -		\$ -
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
** - Section 3 is not subject to defect warranty requirements							
Section 3 Subtotal				=	\$ 132,056.00		\$ 132,056.00

PROJECT INFORMATION							
Briargate Parkway (Vollmer-Wheatland) CDR 221				3/9/2023		SF2213	
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	\$ 10,000.00	=	\$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		=	\$	\$	
Total Construction Financial Assurance						\$	915,197.00
(Sum of all section subtotals plus as-builts and pond/BMP certification)							
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)						\$	897,158.00
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)							
Total Defect Warranty Financial Assurance						\$	154,628.20
(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.


Mik Burkett

Engineer (P.E. Seal Required)

Samuel M. Ozy

Approved by Owner / Applicant

Date 3/21/2023



Approved

By: Elizabeth Nijkamp, PE
Date: 04/11/2023
El Paso County Department of Public Works

Approved by El Paso County Engineer / ECM Administrator

* Conditions:

1. Construction drawings for the segment of Briargate Parkway from Vollmer Road to Wheatland Drive (to which this FAE applies) shall be approved prior to issuance of any building permit in Homestead North at Sterling Ranch.

**Financial Assurance Estimate Exhibit C:
Exhibit C – Briargate Parkway Bridge**

2021 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 12/22/2020

PROJECT INFORMATION		
Briargate Bridge at Sand Creek at Sterling Ranch	4/28/2022	CDR-21-013
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(With Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
* Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -
1,000-5,000; \$8,000 min	1,000	CY	\$ 6.00	= \$ 8,000.00		\$ 8,000.00
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.)	0.5	AC	\$ 828.00	= \$ 414.00		\$ 414.00
* Mulching	0.5	AC	\$ 777.00	= \$ 388.50		\$ 388.50
* Permanent Erosion Control Blanket		SY	\$ 6.00	= \$ -		\$ -
* Permanent Pond/BMP Construction		CY	\$ 21.00	= \$ -		\$ -
* Permanent Pond/BMP (provide engineer's estimate)		EA		= \$ -		\$ -
Safety Fence		LF	\$ 3.00	= \$ -		\$ -
Temporary Erosion Control Blanket	1,000	SY	\$ 3.00	= \$ 3,000.00		\$ 3,000.00
Vehicle Tracking Control	2	EA	\$ 2,453.00	= \$ 4,906.00		\$ 4,906.00
Silt Fence		LF	\$ 2.60	= \$ -		\$ -
Temporary Seeding	0.5	AC	\$ 650.00	= \$ 325.00		\$ 325.00
Temporary Mulch	0.5	AC	\$ 777.00	= \$ 388.50		\$ 388.50
Erosion Bales		EA	\$ 26.00	= \$ -		\$ -
Erosion Logs/Straw Waddle	5	LF	\$ 5.00	= \$ 25.00		\$ 25.00
Rock Check Dams		EA	\$ 518.00	= \$ -		\$ -
Inlet Protection		EA	\$ 173.00	= \$ -		\$ -
Sediment Basin		EA	\$ 1,824.00	= \$ -		\$ -
Concrete Washout Basin	2	EA	\$ 932.00	= \$ 1,864.00		\$ 1,864.00
				= \$ -		\$ -
[plant items not listed but part of construction plans]				= \$ -		\$ -
MAINTENANCE (35% of Construction BMPs)				= \$ 3,677.98		\$ 3,677.98
Section 1 Subtotal				= \$ 22,988.98		\$ 22,988.98

SECTION 2 - PUBLIC IMPROVEMENTS *

ROADWAY IMPROVEMENTS						
Construction Traffic Control		LS		= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)		Tons	\$ 29.00	= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)		CY	\$ 52.00	= \$ -		\$ -
Asphalt Pavement (3" thick)		SY	\$ 14.50	= \$ -		\$ -
Asphalt Pavement (4" thick)		SY	\$ 20.00	= \$ -		\$ -
Asphalt Pavement (6" thick)		SY	\$ 30.00	= \$ -		\$ -
Asphalt Pavement (147 lbs/cf) _" thick		Tons	\$ 91.00	= \$ -		\$ -
Raised Median, Paved		SF	\$ 8.30	= \$ -		\$ -
Regulatory Sign/Advisory Sign		EA	\$ 311.00	= \$ -		\$ -
Guide/Street Name Sign		EA		= \$ -		\$ -
Epoxy Pavement Marking		SF	\$ 14.00	= \$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 24.00	= \$ -		\$ -
Barricade - Type 3		EA	\$ 207.00	= \$ -		\$ -
Delineator - Type I		EA	\$ 25.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)		LF	\$ 31.00	= \$ -		\$ -
Curb and Gutter, Type B (Median)		LF	\$ 31.00	= \$ -		\$ -
Curb and Gutter, Type C (Ramp)		LF	\$ 31.00	= \$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 50.00	= \$ -		\$ -
5" Sidewalk		SY	\$ 62.00	= \$ -		\$ -
6" Sidewalk		SY	\$ 75.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 99.00	= \$ -		\$ -
Pedestrian Ramp		EA	\$ 1,190.00	= \$ -		\$ -
Cross Pan, local (8" thick, 6' wide to include return)		LF	\$ 63.00	= \$ -		\$ -
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 95.00	= \$ -		\$ -
Curb Chase		EA	\$ 1,532.00	= \$ -		\$ -
Guardrail Type 3 (W-Beam)	600	LF	\$ 51.00	= \$ 30,600.00		\$ 30,600.00
Guardrail Type 7 (Concrete)		LF	\$ 75.00	= \$ -		\$ -
Guardrail End Anchorage	4	EA	\$ 2,172.00	= \$ 8,688.00		\$ 8,688.00
Guardrail Impact Attenuator		EA	\$ 3,899.00	= \$ -		\$ -
Handrail (along headwalls)	637	LF	\$ 130.00	= \$ 82,810.00		\$ 82,810.00
Sound Barrier Fence (panels, 6' high)		LF	\$ 83.00	= \$ -		\$ -
Electrical Conduit, Size =		LF	\$ 17.00	= \$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 439,875	= \$ -		\$ -

PROJECT INFORMATION		
Briargate Bridge at Sand Creek at Sterling Ranch	4/28/2022	CDR-21-013
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
58S Bridge	1	EA	\$ 750,000.00	= \$ 750,000.00		\$ 750,000.00
unpaid items not listed but part of construction plan is			= \$ -			\$ -
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF	= \$ -			\$ -
18" Reinforced Concrete Pipe		LF	\$ 67.00	= \$ -		\$ -
24" Reinforced Concrete Pipe		LF	\$ 81.00	= \$ -		\$ -
30" Reinforced Concrete Pipe		LF	\$ 100.00	= \$ -		\$ -
36" Reinforced Concrete Pipe		LF	\$ 124.00	= \$ -		\$ -
42" Reinforced Concrete Pipe		LF	\$ 166.00	= \$ -		\$ -
48" Reinforced Concrete Pipe		LF	\$ 202.00	= \$ -		\$ -
54" Reinforced Concrete Pipe		LF	\$ 254.00	= \$ -		\$ -
60" Reinforced Concrete Pipe		LF	\$ 298.00	= \$ -		\$ -
66" Reinforced Concrete Pipe		LF	\$ 344.00	= \$ -		\$ -
72" Reinforced Concrete Pipe		LF	\$ 393.00	= \$ -		\$ -
18" Corrugated Steel Pipe		LF	\$ 87.00	= \$ -		\$ -
24" Corrugated Steel Pipe		LF	\$ 99.00	= \$ -		\$ -
30" Corrugated Steel Pipe		LF	\$ 126.00	= \$ -		\$ -
36" Corrugated Steel Pipe		LF	\$ 152.00	= \$ -		\$ -
42" Corrugated Steel Pipe		LF	\$ 174.00	= \$ -		\$ -
48" Corrugated Steel Pipe		LF	\$ 184.00	= \$ -		\$ -
54" Corrugated Steel Pipe		LF	\$ 269.00	= \$ -		\$ -
60" Corrugated Steel Pipe		LF	\$ 290.00	= \$ -		\$ -
66" Corrugated Steel Pipe		LF	\$ 352.00	= \$ -		\$ -
72" Corrugated Steel Pipe		LF	\$ 414.00	= \$ -		\$ -
78" Corrugated Steel Pipe		LF	\$ 476.00	= \$ -		\$ -
84" Corrugated Steel Pipe		LF	\$ 569.00	= \$ -		\$ -
Flared End Section (FES) RCP Size =		EA	= \$ -			\$ -
Flared End Section (FES) CSP Size =		EA	= \$ -			\$ -
End Treatment- Headwall		EA	= \$ -			\$ -
End Treatment- Wingwall		EA	= \$ -			\$ -
End Treatment - Cutoff Wall		EA	= \$ -			\$ -
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,736.00	= \$ -		\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,440.00	= \$ -		\$ -
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,637.00	= \$ -		\$ -
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,894.00	= \$ -		\$ -
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 8,136.00	= \$ -		\$ -
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,185.00	= \$ -		\$ -
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,265.00	= \$ -		\$ -
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 11,005.00	= \$ -		\$ -
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,034.00	= \$ -		\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,940.00	= \$ -		\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 12,075.00	= \$ -		\$ -
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,802.00	= \$ -		\$ -
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,932.00	= \$ -		\$ -
Storm Sewer Manhole, Box Base		EA	\$ 12,034.00	= \$ -		\$ -
Storm Sewer Manhole, Slab Base		EA	\$ 6,619.00	= \$ -		\$ -
Geotextile (Erosion Control)		SY	\$ 6.20	= \$ -		\$ -
Type M Soil Rip Rap, d50=12"	980	CY	\$ 85.00	= \$ 83,300.00		\$ 83,300.00
Type M Void-Filled Rip Rap, d50=12"	740	CY	\$ 100.00	= \$ 74,000.00		\$ 74,000.00
Drainage Channel Construction, Size (W x H)		LF	= \$ -			\$ -
Drainage Channel Lining, Concrete		CY	\$ 590.00	= \$ -		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 116.00	= \$ -		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,520.00	= \$ -		\$ -
Drainage Channel Lining, Other Stabilization			= \$ -			\$ -
Concrete Grade Control Structure	38	CY	\$ 800.00	= \$ 30,400.00		\$ 30,400.00
			= \$ -			\$ -
Section 2 Subtotal				= \$ 1,059,798.00		\$ 1,059,798.00

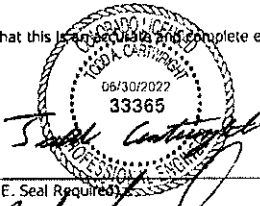
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plant Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**						
<u>ROADWAY IMPROVEMENTS</u>						
			= \$	-	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
<u>STORM DRAIN IMPROVEMENTS</u>						
Grouted riprap drops	512	CY	\$ 95.00	= \$ 48,640.00	\$	48,640.00
30" Grouted Boulders	1,450	CY	\$ 275.00	= \$ 398,750.00	\$	398,750.00
30" to 36" Grouted Boulders	24	CY	\$ 375.00	= \$ 9,000.00	\$	9,000.00
			= \$	-	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
<u>WATER SYSTEM IMPROVEMENTS</u>						
Water Main Pipe (PVC), Size 8"		LF	\$ 66.00	= \$ -	\$	-
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 78.00	= \$ -	\$	-
Gate Valves, 8"		EA	\$ 1,923.00	= \$ -	\$	-
Fire Hydrant Assembly, w/ all valves		EA	\$ 6,828.00	= \$ -	\$	-
Water Service Line Installation, inc. tap and valves		EA	\$ 1,370.00	= \$ -	\$	-
Fire Cistern Installation, complete		EA		= \$ -	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
<i>(Items items not listed are part of construction phase)</i>						
<u>SANITARY SEWER IMPROVEMENTS</u>						
Sewer Main Pipe (PVC), Size 8"		LF	\$ 66.00	= \$ -	\$	-
Sanitary Sewer Manhole, Depth < 15 feet		EA	\$ 4,540.00	= \$ -	\$	-
Sanitary Service Line Installation, complete		EA	\$ 1,451.00	= \$ -	\$	-
Sanitary Sewer Lift Station, complete		EA		= \$ -	\$	-
			= \$	-	\$	-
			= \$	-	\$	-
<i>(For installation specific location of approval of PUC)</i>						
<u>LANDSCAPING IMPROVEMENTS</u>						
		EA		= \$ -	\$	-
		EA		= \$ -	\$	-
		EA		= \$ -	\$	-
		EA		= \$ -	\$	-
		EA		= \$ -	\$	-
		EA		= \$ -	\$	-
Section 3 Subtotal				= \$ 456,390.00	\$	456,390.00

PROJECT INFORMATION		
Briargate Bridge at Sand Creek at Sterling Ranch	4/28/2022	CDR-21-013
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	\$ 7,500.00	= \$ 7,500.00		\$ 7,500.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		=		\$ -
Total Construction Financial Assurance						\$ 1,546,676.98
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)						\$ 1,546,676.98
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance						\$ 213,720.10
(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)

Approved by Owner / Applicant

Approved by El Paso County Engineer / ECM Administrator

Date

APPROVED
Engineering Department
6/30/2022 2:22 PM
EPC Planning & Community
Development Department



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

SUBDIVISION BOND

Bond No.: PB03010409019
Premium: \$7,733 / Annually

Principal Amount: \$1,546,676.98

KNOW ALL MEN BY THESE PRESENTS, that we Elite Properties of America, Inc. dba Classic Companies, 2138 Flying Horse Club Drive, Colorado Springs, CO 80921 as Principal, and Philadelphia Indemnity Insurance Company, 800 E. Colorado Blvd., 6th Floor, Pasadena, California, 91101 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 80903, as Obligee, in the penal sum of One Million Five Hundred Forty-Six Thousand Six Hundred Seventy-Six and 98/100 dollars (\$1,546,676.98), 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 Elite Properties of America, Inc., dba Classic Companies, 2138 Flying Horse Club Drive, Colorado Springs, CO 80921 has agreed to construct in Classic SRJ – Briargate Bridge at Sand Creek Subdivision, Filing No. N/A in El Paso County, Colorado, the following improvements: Classic SRJ – Briargate Bridge at Sand Creek – Grading, Erosion, Public and Common Development Improvements as outlined on the attached Financial Assurance Form for Classic SRJ – Briargate Bridge at Sand Creek Subdivision, Filing No. N/A.

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. PB03010409019
Page Two (2)

Signed, sealed and dated this 26th day of October, 2022.

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

By:

[Signature]
CFO

Title:

Philadelphia Indemnity Insurance Company
Surety

By:

[Signature]
Michelle Haase

Title: Attorney-in-Fact

EPCDSD File # _____

STATE OF Colorado

COUNTY OF El Paso

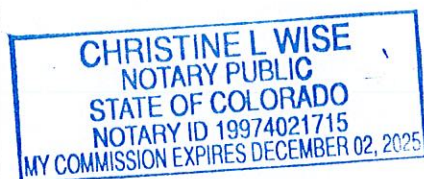
On 10/27/22, before me, Christine Wise,
(here insert name of notary)

personally appeared Jan Merriman
(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 R. Wise (SEAL)
My Commission Expires: 12-02-2025



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

PB03010409019

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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 OCT 26 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

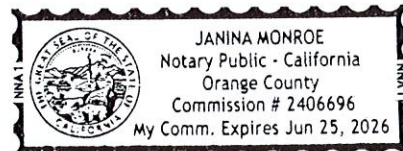
personally appeared Michelle Haase
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that
he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity~~(ies)~~ and that by
his/her/~~their~~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


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

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.

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 \$50,000,000.

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 14th 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, he 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 5TH DAY OF MARCH, 2021.

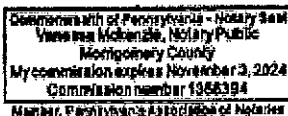


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 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 Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 _____ day of _____

OCT 26 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



UNCOMMONLY INDEPENDENT

October 26, 2022

Federal Express

Elite Properties of America
Attention: Tana Haby
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

Re: Bond No. PB03010409019 - Classic SRJ – Briargate Bridge at Sand Creek
Principal: Elite Properties of America
Bond Amount: \$1,546,676.98
Obligee: El Paso County, CO
Initial Bond Term: 10/26/2022 to 10/26/2022

Dear Tana,

Per your request, enclosed is/are the executed bond(s) for the above-referenced. I have executed the bond(s) in a single copy(ies). Please have the bond(s) signed, sealed and **notarized** prior to submitting to the obligee.

The billing(s) will follow under separate cover.

Should you have any questions, please do not hesitate to call.

Thank you,

Lockton Insurance Brokers, LLC

Michelle Haase

Michelle Haase
Senior Account Manager
Surety Department

Enclosure/



Subdivision Bond Request

Bond request sent on 10/21/2022 at 2:01:34 PM EST



Subsidiary	Elite Properties of America, Inc.
Principal Name	Elite Properties of America, Inc. dba Classic Companies
Principal Address	2138 Flying Horse Club Drive
Principal City	Colorado Springs
Principal Country	United States
Principal State	CO
Principal Zip Code	80921
Country of Incorporation	United States
State Of Incorporation	CO



Obligee Name	County of El Paso: Board of County Commissioners
Obligee Address	2880 Internation Circle, Ste 110
Obligee City	Colorado Springs
Obligee Country	United States
Obligee State	CO
Obligee Zip Code	80903



Requestor	Tana Reber
Subdivision Name and Description	Classic SRJ - Briargate Bridge at Sand Creek - Grading, Erosion, Public & Common Improvements,
Tract Number	
Number of Units	
City of Obligation	
Country of Obligation	United States
State of Obligation	CO

Start Date

Estimated Completion Date 10/21/2024

Engineer's Estimate

Type of Bond Other

Bond Amount \$0.00

Performance Bond Amount \$0.00

Payment Bond Amount \$0.00

Maintenance Term (months)

Currency Exchange Rate (Include as of Date)

Currency Type

Department

Method of Delivery

Mine Location

Number of Originals Required

Permit Number

Project Manager

Project Name

Requestor

Surety SFAA Code

Notary Requirement

Needed by What Date 10/26/2022

Type of Bond Form

Other Information/Remarks Please forward bond and billing attention Tana Haby. The Engineer's Estimate is to follow by scan and email.