TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: January 12, 2021

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION: FILE REFERENCE:	Windingwalk Filing 1 at Meridian Ranch SF-18-002
NAME OF DEVELOPER:	GTL, Inc. 3575 Kenyon St., Suite 200 San Diego, CA. 92110
ISSUING AGENT:	SureTec Insurance Company 1330Post Oak Blvd., Suite 1100 Houston, TX. 77056
TYPE OF SECURITY:	Bond # 4411973
ORIGINAL AMOUNT:	\$9,257,263.00

\$450,000.00

COMMISSIONERS:

RELEASE REQUEST AMT:

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$450,000.00 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.



Jennifer Irvine, P.E. **County Engineer**

Upon approval, please sign as provided below and authorize the release to the proper audit channel. 450,000.00

RELEASE APPROVED IN THE AMOUNT OF: \$

DATE: 1/12/2021

BOARD OF COUNTY COMMISSION S ATTEST: COU RDFR



FINANCE



DEVELOPER

Subdivision: Windi	ngwalk Filing 1 at Meridian Ranch	File Number: Si	F-18-002
Original Amount	\$9,257,263.00		
Date	Release Type / Reason for Release	Release A	mount
10/13/2020 Partial F	Release	\$7,639,53	34.00
1/12/2021 Prelimin	nary	\$450,00	0.00
	Released to Date	\$8,089,53	34.00
	Remaining Balance	\$1,167,72	29.00

Supporting Data for Release of Guarantied Funds

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: October 13, 2020

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION: FILE REFERENCE:	Windingwalk Filing 1 at Meridian Ranch SF-18-002
NAME OF DEVELOPER:	GTL, Inc. 3575 Kenyon St., Suite 200 San Diego, CA. 92110
ISSUING AGENT:	SureTec Insurance Company 1330Post Oak Blvd., Suite 1100 Houston, TX. 77056
TYPE OF SECURITY:	Bond # 4411973
ORIGINAL AMOUNT:	\$9,257,263.00

COMMISSIONERS:

RELEASE REQUEST AMT: \$7,639,534.00

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$7,639,534.00 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.

Jennifer Irvine, P.E. County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel. RELEASE APPROVED IN THE AMOUNT OF: \$

DATE

CHAIR OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST:

COUNTY CLERK AND RECORDER

Supporting Data	for Releas	se of Guarantied	Funds

Subdivision:	Windingwalk Filing 1 at Meridian Ranch	File Number:	SF-18-002
Original Amou	nt \$9,257,263.00		
Date	Release Type / Reason for Release	Relea	se Amount
10/13/2020 Reduced to Defect Warranty		\$7,6	39,534.00

	Released to Date	\$7,639,534.00
	Remaining Balance	\$1,617,729.00
The release of funds does not in	mply acceptance. The Developer is re	sponsible to provide a warranty
period for the public imp	provements from the date of the BoC	C Preliminary Acceptance.

Originals (1)

SUBDIVISION BOND

Bond No.: 4411973

Principal Amount: \$ 9,257,263.00

KNOW ALL MEN BY THESE PRESENTS, that we <u>GTL</u>, Inc., <u>dba</u> <u>GTL</u> <u>Development</u>, Inc., <u>3575</u> <u>Kenyon St.</u>, <u>Suite 200</u>, <u>San Diego</u>, <u>CA 92110</u>, as Principal, and <u>SureTec Insurance Company</u>, <u>1330</u> <u>Post Oak Blvd.</u>, <u>Ste. 1100</u>, <u>Houston</u>, <u>TX 77056</u>, a <u>Texas</u> corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the <u>Board of County</u> <u>Commissioners of El Paso County</u>, <u>Colorado</u>, <u>200 S.</u> <u>Cascade Ave.</u>, <u>Suite 100</u>, <u>Colorado Springs</u>, <u>CO'80903</u>, as Obligee, in the penal sum of <u>Nine Million Two Hundred Fifty Seven Thousand Two Hundred Sixty</u> <u>Three and No/100</u>

dollars (<u>\$9,257,263.00</u>), 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, <u>GTL</u>, Inc. dba <u>GTL</u> <u>Development</u>, Inc. has agreed to construct <u>Grading and Erosion</u> <u>Control BMPs</u>, <u>Public Improvements and Common Development Improvements</u> in <u>Windingwalk Filing</u> <u>1 at Meridian Ranch</u> Subdivision, Filing No. <u>1</u>, in El Paso County, Colorado, the following improvements: <u>Grading and Erosion Control BMPs</u>, <u>Roadways</u>, <u>Storm Drains</u>, <u>Water System</u>, <u>and Sanitary Sewer System</u> <u>Improvements</u> as outlined on the attached Financial Assurance Form for <u>Windingwalk Filing 1 at Meridian</u> <u>Ranch</u> Subdivision, Filing No. <u>1</u>.

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.

Signed, sealed and dated this <u>17th</u> day of <u>September</u>, 2018.

GTL, Inc., d	lba		
GTL Develo	pment, In	C	
Principal	1	1	
By:	nh	-	
By: Title: Raul	Guzman,	Vice	President

SureTec Insurance Company Surety

By: -Title: Attorney in Fact

Albert Espino

POA #: 510016

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ron H. Ballard, Gloria S. Becerra, Dave B. Roalkvam, David Melman, Albert Espino, Arianne Adair, Jessica Donaghe, Ruth Alonso, Amanda Harvey, Evan M. DeBow

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

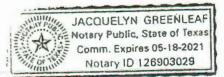
Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to ereto affixed this 28th day of June A.D. 2018.

tate of Texas ounty of Harris



OMPANY

n this 28th day of June , A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, at he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above strument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the hard of Directors of said Company; and that he signed his name thereto by like order.



1	M	V	
	1. V V		 -

JacqVelyn Greenleaf, Notary Public My commission expires May 18, 2021

1. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set in the Power of Attorney are in full force and effect.

en under my hand and the seal of said Company at Houston, Texas this

17th day of September 2018 A.D.

M. Brent Beaty, Assistant Secretary

Instrument issued in excess of the penalty stated above is totally void and without any validity. rerification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE 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.	
tate of California	
County of San Diego	
On September 17, 2018 before me, Ruth Alons	o , Notary Public
ersonally appeared Albert Espino	
within instrument and acknowledged to me that	ence to be the person(s) whose name(s) is/are subscribed to the t he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Signature of Notary
	PTIONAL
hough the data below is not required by law, it may prov	
hough the data below is not required by law, it may provaudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	PTIONAL // ve valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT
hough the data below is not required by law, it may prov audulent reattachment of this form.	PTIONAL re valuable to persons relying on the document and could prevent
hough the data below is not required by law, it may prov audulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	PTIONAL re valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT Final Bond 4411973 Title or Type of Document
hough the data below is not required by law, it may prov audulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) MEMBER of LLC	PTIONAL re valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT Final Bond 4411973
hough the data below is not required by law, it may provaudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) MEMBER of LLC ATTORNEY-IN-FACT	PTIONAL re valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT Final Bond 4411973 Title or Type of Document Number of Pages
hough the data below is not required by law, it may provaudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) MEMBER of LLC ATTORNEY-IN-FACT TRUSTEE(S)	PTIONAL <i>ve</i> valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT <u>Final Bond 4411973</u> Title or Type of Document Number of Pages <u>September 17, 2018</u>
hough the data below is not required by law, it may provaudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) MEMBER of LLC ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	PTIONAL re valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT Final Bond 4411973 Title or Type of Document Number of Pages
hough the data below is not required by law, it may prove raudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) MEMBER of LLC ATTORNEY-IN-FACT TRUSTEE(S)	PTIONAL <i>ve</i> valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT <u>Final Bond 4411973</u> Title or Type of Document Number of Pages <u>September 17, 2018</u>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

		s only the identity of the individual who signed the ness, accuracy, or validity of that document.
State of California)	
County of SAN DIEGO)	
On September 19,2018	before me, Nancy C. Lane	, Notary Public
Date		Insert Name and Title of the Officer
personally appeared Rau	1 Guzman	
	Name	(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(#) whose name(#) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ber/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.

Signature Ancy Chance Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Document Date:		Number of Pages:	
	Than Named Above:		anno magas parajajo 44 (p.4
	laimed by Signer(s)		
Signer's Name:		Signer's Name:	Finan Title(a):
Corporate Off	icer - Title(s):	Corporate Officer - Title(s):	
	Limited General		Limited General
Individual	Attorney in Fact	□ Individual	Attorney in Fact
Trustee	Guardian or Conservator	Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Repres	senting:	Signer Is Repre	senting:

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907



SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between GTL, Inc. a California Corporation dba GTL Development Inc., hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Windingwalk Filing No. 1 at Meridian Ranch Subdivision (the "Subdivision") 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 (the "ECM") 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 Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of Performance or property bond.

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

- 1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit A attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be posted in the form of a performance or property bond issued by Sure Tec Insurance Co. as corporate surety in the amount of \$<u>9,257,263.00</u> as set forth on Exhibit A attached hereto.
- 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 at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the Subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on Exhibit A have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
- 3. No lots in the Subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the Subdivision or the particular phase thereof have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the Subdivision or, if constructed in phases, in any phase thereof, may be sold, conveyed or

transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibit A.

- 4. There are no Regional Park Fees due for the Windingwalk Filing No. 1 at Meridian Ranch, in accordance with the Development and Park Lands Agreement adopted pursuant to Resolution No. 14-1313 and recorded in the records of the El Paso County Clerk and Recorders Office at Reception No. 21407541
- 5. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:
 - 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.
- 6. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of surety to take into account any increase in cost due to the delay including inflation.
- 7. 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.
- 8. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the ECM, 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.

9. Bennett Ranch Basin Drainage Fee is \$289,389.00. There are currently \$543,531.93 in the Bennett Ranch Bridge Fee credit attributable to Subdivider. The Bennett Ranch Bridge Fees associated with this Subdivision are \$111,005.00 and will be subtracted from available credit; the remaining credit available is \$432,526.93.

Haegler Ranch Basin Drainage Fee is \$258,505. The Sub-regional Detention Pond (SR-01) as designated in the 2009 Haegler Ranch Drainage Basin Planning Study is identified as a reimbursable expense and will be constructed as a part of this project. The engineer's estimate for this project is \$220,957.00, this figure is subtracted from the Haegler Ranch Basin Drainage Fee associated with this project. The developer will pay \$37,548 in Haegler Ranch Drainage Basin fees to the County at plat recordation. Upon completion of the construction, the developer may seek reimbursement for the cost of the pond minus the \$220,957.00 already credited at plat recording. The Haegler Ranch Bridge Fees associated with this Subdivision are \$38,151.00

- 10. 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 ECM and the Land Development Code with respect to these inspections, collateral and acceptance processes, the ECM is the controlling document.
- 11. In order to meet its obligation toward certain Woodmen Road improvements, the Subdivider has included Windingwalk Filing No. 1 at Meridian Ranch into the boundaries of the Woodmen Road Metropolitan District. The Subdivider will be responsible for payment of certain platting fees at the time of plat recording; building permit fees; and property tax assessments over time; pursuant to the Woodmen Road Metropolitan District requirements.
- 12. This Subdivision is included within the boundaries of the Woodmen Road Metropolitan District and shall not be required to participate in the El Paso County Road Impact Fee Program, in accordance with the provisions of the First Amendment to the Intergovernmental Agreement concerning Woodmen Road adopted pursuant to Resolution No. 13-041.
- The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
- 14. The County agrees to approval of the final plat of Windingwalk Filing No. 1 at Meridian Ranch Subdivision subject to the terms and conditions of this Agreement.
- 15. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment is in writing and signed by all parties hereto.
- 16. This Agreement shall take effect on the day and year below written.

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

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By: Darryl Glenn resident

GTL Development Inc.

Raul Guzman, Vice President

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20___, by the parties above named.

State of California County of San Diego

Date Final Plat Approved)

Recorder

Subscribed, sworn to (or affirmed) before me on this <u>1846</u> day of <u>September</u>, 20<u>18</u>, by Raul Guzman, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

My commission expires: July 26, 2019

NANCY C. LANE Commission # 2117968 Notary Public - California San Diego County My Comm. Expires Jul 26, 2019

Notary Public

2015 Financial Assurance

3/17/2015

istimate Form (with pre-plat construction)

Project Information

Windingwalk Filing 1 at Meridian Ranch					8/21/2018		_				
Project Name					Date						
Section 1 - Grading and Erosion Control BMPs	Quantity	Units		a designer and made a	Price	Annual Street Street			% Complet		Remaining
Earthwork*	431,000	CY	@	\$	5	-	s	2,155,000	80.00	. \$	431,000
Permanent Seeding*	158.2	AC	0	\$	582		\$	92,072		1\$	92,072
Mulching*	158.2	AC	@	\$	507		\$	80,207		\$	80,207
Permanent Erosion Control Blanket*		SY	@	\$	6	2	\$			\$	+
Temporary Erosion Control Blanket	15,860	SY	0	S	3		\$	47,580	1	\$	47,580
Vehicle Tracking Control	1	EA	0	\$	1,625	=	\$	1,625	60.00	\$	650
Safety Fence		LF	@	\$	3	8	\$		in party of	. \$	•
Silt Fence	6,811	LF	@	\$	4	=	\$	27,244	80.00	\$	5,449
Temporary Seeding		AC	0	\$	485	-	\$			\$	
Temporary Mulch		AC	0	\$	507	*	s			\$	-
Erosion Bales	871	EA	0	\$	21	28	s	18,291	-	\$	18,291
Erosion Logs	1,328	LF	0	\$	6	=	\$	7,968		\$	7,968
Rip Rap, d50 Size from 6" to 24"	932	CY	@	\$	98	28	\$	91,336		\$	91,336
Rock Ditch Checks		EA	@	\$		-	\$		a -	. \$	-
nlet Protection	26	EA	0	5	153	- 30	\$	3,978	14 AN 14 IS 1993 - AN 1	\$	3,978
Sediment Basin	6	EA	0	5	1,625	-	s	9,750	50.00	\$	4,875
Concrete Washout Basin	1	EA		\$	776	35	\$	776	a	\$	776
Petention Basin Outlet Structures vecified items subject to defect warranty financial	2	le da l	0	\$	10,000		\$	20,000		\$	20,000
rance. A minimum of 20% to be retained up to reliminary acceptance process.				Sectio	on 1 Subtota	=	\$	2,555,828		\$	804,183
ection 2 - Public Improvements**	Quantity	Units	1		Price				% Complet		Remaining
Bandum Income		1	1		-	1	1	-	complet		
- Roadway Improvements	1.0	10		s	5,000	-	s	5,000		\$	5,000
Instruction Traffic Control	29,832.0	LS	0	s	18		s	536,976		\$	536,976
pregate Base Course (8" @ 150 lbs/cu.ft.)	10,814.0		0	5	65	23	s	702,910		\$	702,910
halt Pavement (3" @ 145 lbs/cu.ft.) sed Median, Paved	10,014.0	Tons	@	s	7		s	702,510		\$	702,310
and the second s		SF	0	s	14	=	5			\$	
trical Conduit, Size =		1.000	0	5		*	s			\$	
fic Signal, complete Intersection	25.0	EA	8	\$	250,000		5	2,500		\$	2,500
Jatory Sign	9.0	EA	0	\$	100	-		900		-	900
sory Sign	19.0	EA		-	100	-	\$	1,900		\$	
e/Street Name Sign	6,288.0	EA	0	5	100		-	75,456		\$	1,900
y Pavement Marking		SF	100	-	12	-	5	and the second se		\$	
noplastic Pavement Marking	-300.0	SF	0	\$	22	=	\$	6,600		\$	6,600
ade - Type 3	8,0	.EA	.0	\$	115	#	5	920		\$	920
vator-(Type I)	10 704 0	EA	0	5	21	. 10	\$	47.4.44.1		\$	*
Ind Gutter, Type C (Ramp)	19,734.0	LF	0	5	21	H	5	414,414		\$	414,414
nd Gutter, Type A (6" Vertical)	14,152.0	LF	•	5	16	H	5	226,432	-	\$	226,432
nd Gutter, Type B (Median)		LF	@	5	13	2	\$	3		\$	•
estrian Ramp	439.0	SY	0	\$	108	11	\$	47,412		\$	47,412
strian Ramp	320.0	SY	0	\$	108		\$	34,560		\$	34,560
ck Pedestrian Ramp	135.0	SY	0	\$	108	-	\$	14,580		\$	14,580

Cross Pan	236.0	SY	@	5	53	RE.	\$	12,508	\$	12,508
Curb Chase		EA	@	\$	1,300	**	\$	1	\$	
- Storm Drain Improvements		LF	0	s		5	s		15	
Concrete Box Culvert (M Standard), Size (W x H)		LF	0	s			s		\$	
Reinforced Concrete Pipe (RCP) Size	1,600.0		0	-	60			110,400		110,400
18" Reinforced Concrete Pipe	1,318.0	LF	-	5	69	=	5		.\$	110,400
24" Reinforced Concrete Pipe		LF	0	5	84		5	110,712	\$	110,712
30° Reinforced Concrete Pipe	1,215.0	LF	9	\$	94		5	114,210	\$	114,210
36" Reinforced Concrete Pipe	902.0	LF	@	\$	124		5	111,848	\$	111,848
42" Reinforced Concrete Pipe(62' from grading)	1,247.0	LF	0	\$	134	-	\$	167,098	\$	167,098
48" Reinforced Concrete Pipe	1,071.0	LF		5	178		5	190,638	\$	190,638
54" Reinforced Concrete Pipe	206.0	LF	0	\$	182	12	\$	37,492	\$	37,492
Flared End Section (FES) RCP(1) from grading	2.0	.EA	0	\$	650	5	\$	1,300	\$	1,300
End Treatment - Cutoff Wall		'EA	0	\$	1,000	-	\$		\$	*
Curb Inlet (Type R) L=5', Depth < 5 feet		EA	@	5	3,791	20 1	\$	3	1\$	-
Curb Inlet (Type R) L≈5', 5'-10' Depth	3.0	.EA	@	\$	5,044		\$	15,132	\$	15,132
Curb Inlet (Type R) L =5', 10'-15' Depth		EA	0	\$	6,027	35	\$	1	. \$	-
Curb Inlet (Type R) L =10', Depth < 5 feet		EA	0	5	5,528	-	5	1	\$	-
Curb Inlet (Type R) L =10' , 5'-10' Depth	12.0	EA	0	\$	6,694	-	\$	80,328	. \$	80,328
Curb Inlet (Type R) L =10', 10'-15' Depth		EA		\$	7,500	-	\$. \$	
Curb Inlet (Type R) L =15', Depth < 5 feet		EA	0	5	7,923	-	\$		\$	-
Curb Inlet (Type R) L =15', 5'-10' Depth	7.0	EA	@.	\$	8,000		\$	56,000	\$	56,000
Curb inlet (Type R) L =15', 10'-15' Depth		EA	.@	\$	8,800	32	\$	1	\$	-
Curb inlet (Type R) L =20', Depth < 5 feet		EA	O ^t	\$	8,000	-	\$;	:\$	-
Curb Inlet (Type R) L =20', 5'-10' Depth	4.0	EA	0	\$	8,830	=	\$	35,320	\$	35,320
Curb Inlet (Type R) L ='' Depth		EA	@	\$		38	\$	0	\$	•
Sudo Inlet (Type R) L ='' Dopth		EA	@ '	\$		-	\$	1	\$	
Frated Inlet (Type C), < 5' deep	4.0	EA	0	\$	3,270	1 20	\$	13,080	\$	13,080
p. CMP Inlet	1.0	EA	0	s	2,800	=	\$	2,800	\$	2,800
m Sewer Manhole, Box Base, Depth < 15 feet	6.0	EA	@.	\$	8,592	-	s	51,552	\$	51,552
orm Sewer Manhole, Slab Base, Depth < 15 feet	23.0	EA	.@	s	4,575		s	105,225	5	105,225
otextile (Erosion Control)		SY		s	5	R	S	1	\$	-
Rap, d50 Size from 6" to 24"	42.9	ICY	0	5	98	1=	\$	4,204	\$	4,204
Rap, Grouted		CY	0	s	215	-	s		\$	-
inage Channel Construction, Size (W x H)		ILF	:@	s		=	\$: \$	
innel Lining, Concrete		CY	0	s	450	-	s	1	\$	-
nnel Lining, Rip Rap		CY	0	5	96	=	5		\$	
nel Lining, Grass		AC		-	1,287		s		\$	
inel Lining, Other Stabilization		SY	0	5	3		5		\$	•
Regional Detention Pond	1.0	LS		s	220,957	=	s	220,957	\$	220,957
tion Emergency Spillway	40 M	EA	0	\$			s		*	-
anent Water Quality Facility (Describe)		EA		\$		- 18	\$	1	\$	
		-	*					-		
ecified items subject to defect warranty financial		-								
urance. A minimum of 20% to be retained up to iminary acceptance process. + For flamd and										
sections, multiply pipe LF cost by 6					n 2 Subtotal	-	-	3,511,364	\$	3,511,364

Section 3 - Common Development Improvements (Private or District)***	Quantity	Unit	5		Price				% Comple	t	Remaining
- Roadway Improvements											
Include any applicable items from above Public			@	\$		E	\$		-	\$	-
Improvements list, that are to be private and NOT maintained by El Paso County)	and the second second second		0	\$		62	\$			\$	
-			@	\$		-	\$			\$	+
Concrete Sidewalk (5')	13,289.0	SY	0	\$	38		\$	504,982		\$	504,982
Concrete Sidewalk (6')	8,759.0	SY	@	\$	38	=	\$	332,842		\$	332,842
			0	\$		=	\$			\$	-
			@	\$			\$:	\$	-
								1			
- Storm Drain Improvements											
(Include any applicable items from above Public			0	\$		-	\$			\$	
improvements list, that are to be private and NOT			0	\$			\$			\$	-
maintained by El Paso County)			0	\$		=	\$			\$	-
			@	\$		=	\$			\$	
			@	\$		-	\$			\$	-
		i.e.	@	\$		-	\$			\$	-
-		~									
-Water System Improvements								10 p-0.0			
Water Main Pipe (PVC), Size 8"	13,156.0	LF	0	\$	94	=	\$	1,236,664		\$	1,236,664
Water Main Pipe (PVC), Size 10"	2,065.0	LF	@	\$	105	-	\$	216,825		\$	216,825
Water Main Pipe (PVC), Size 12"	1,309.0	·LF	0	\$	115		\$	150,535		\$	150,535
Raw Water Main Pipe (PVC), Size 12"		LF	0	\$	115		\$			5	-
Raw Water Main Pipe (PVC), Size 6"		LF	0	\$	89	30	\$			\$	-
Sate Valves, 8"	44.0	EA	0	\$	1,852		\$	61,488	¥1	15	81,488
late Valves, 10"	8.0	EA		\$	1,925	-	\$	15,400	4- W	\$	15,400
ate Valves, 12"	3.0	EA		\$	2,000		\$	6,000		\$	6,000
"erfly Valves, 14"	0.0	EA	0	\$	2,100	-	\$	- Inco		\$	0,000
Hydrant Assembly w/ all valves	38.0	EA	.0	\$	6,430	-	\$	244,340		\$	244,340
ater Service Line Installation, including tap		50		-		1 -	-		n	-	
d valves	369.0	EA	@ !	\$	1,253	-	\$	462,357		\$	462,357
mp Station, complete		EA	0	\$	50,000		\$			\$	•
Vac Valve & Vault, complete		EA	0	\$	3,500	=	\$			\$	-
_											
- Sanitary Sewer Improvements								1 6	-		
er Main Pipe (PVC), Size 8"	15,722.0	LF	0	\$	94	-	\$	1,477,868	25.00	, \$	1,108,401
tary Sewer Manhole, Depth < 15 feet	50.0	EA	. @.	\$	4,575	=	\$	228,750	25.00	\$	171,563
ary Service Line Installation, complete	360.0	EA	@	\$	1,516		\$	545,760	25.00	\$	409,320
r Main Pipe (PVC), Size 15"		LF	0	\$	96	25	\$			\$	-
the i to the		get-si dar								Y	
- Landscaping (If Applicable)			1							- 1ml	r adre da
-Landscaping (If Applicable) indscaping line items and cost - Usually only in		EA	0	\$			\$	10.05.0-50.0 11 9993		\$	- we-
f subdivision specific condition of approval, or		EA	0	\$			\$	1		-	-
		EA	0	\$		3	\$			La.	
т Т. м. м		EA	.0	\$			\$	1		*	
anna		EA		\$			-5		ni.	*	
10- 1										-	
In this section are not subject to defect warranty											

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS) \$			
Total Construction Financial Assurance	\$11,572,003		
(Sum of all section sublotals)			
Total Remaining Construction Financial Assurance	\$9,257,263		
(Sum of all section totals loss credit for items complete)			
Total Defect Warranty Financial Assurance	\$1,167,729		
	Total Construction Financial Assurance (Sum of all section sublotais) Total Remaining Construction Financial Assurance (Sum of all section totals less credit for items complete)		

