

September 18, 2024

Franktown Development Company, LLC
Wallace E. Carroll, Jr.
Manager
609 W. Littleton Blvd., Suite 206
Littleton, CO 80120

File No.: DV2020-197

**RE: Expiration of Letter of Credit No. 100107380.3 – Arrowpoint Subdivision –
Warranty Performance**

Dear Wallace,

Please be advised that the letter of credit in the amount of \$195,420.15 held as Warranty Performance security for the above referenced project expires on **November 8, 2024**. This letter of credit should be amended to extend the expiration date for at least a **one-year period** and submitted to this office no later than *October 28, 2024*. It is the policy of Douglas County to maintain current security for all projects *until the improvements have been inspected and approved for final release* by the Engineering Inspections Division.

We must hear from you by October 28, 2024, or the matter will be heard before the Board of County Commissioners at the regular business meeting on November 4, 2024, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.

Per the terms and conditions of the Subdivision Improvements Agreement for Private Development, dated September 27, 2021, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County Engineering.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely,

Janet Peterson

Janet Peterson
Engineering Agreements Technician

Attachments

*Received By
W.E. Carroll
Date - 10/8/24*

*Fedex Returned Package
But they came to
BOCC
TDR*

ORIGIN ID:BJCA
FEDEX AGENT
FEDEX EXPRESS
4901 S. LINI ST

(303) 730-4300

SHIP DATE: 05OCT24
ACTWGT: 1.00 LB
CAD: 250645464/NET4535

LITTLETON, CO 80120
UNITED STATES US

BILL THIRD PARTY

TO JANET PETERSON
DOUGLAS COUNTY
100 THIRD ST

CASTLE ROCK CO 80104

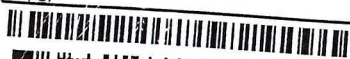
(303) 663-6240

REF: RTS SHIPMENT

INV:

PO:

DEPT:



FedEx
Express



58CJ2/B264/C6C4

TRK#
0201

7790 3376 9132

WED - 09 OCT 5:00P
EXPRESS SAVER

72

(FedEx

TRK#
0201

7790 3376 9132

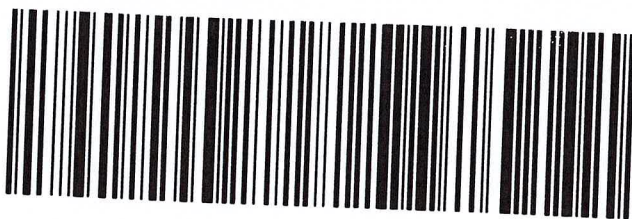
WED - 09 OCT AA
EXPRESS SAVER

Part # 158297-435 RRDB EXP 10/23



72 CETNG

APAA 80104
CO - US DEN



#5021213 10/05 58CJ2/B264/C6C4

FEDEX

This envelope is only for FedEx

478-8533
WALLACE E CARROLL JR
609 W LITTLETON BLVD
LITTLETON CO
80120
THU 10/03 08:02 PR-1D 3602805
80120-2352-56
76111762
762

DOUGLAS COUNTY
100 3RD ST
CASTLE ROCK CO
(629) 10/06-10/06
80104-2425-00
CLOSED - 600
EFP: 1
1195282080790008010400779033766132

Rec By
X

10/24 19:02

FedEx

R

MON 10/07 00:00 SM-10 4020909
AS COUNTY
ST
ROCK CO 80104-2425-00

1-1501

SP:PD:92:Y

September 18, 2024

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Wallace E. Carroll, Jr.
Manager
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Littleton, CO 80120

File No.: DV2020-197

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Dear Wallace,

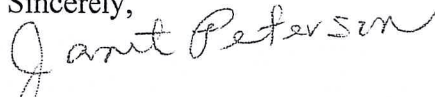
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Sincerely,



Janet Peterson
Engineering Agreements Technician

Attachments

Franktown Development Company, LLC
September 18, 2024
Page 2

C: Janet Herman, P.E., Public Works Engineering Director
Patrick Fiedler, Sr. Legal Analyst, Douglas County Attorney
AMG National Trust Bank, Doug Meckelburg, Chief Credit Officer
6295 Greenwood Plaza Blvd., Greenwood Village, CO 80111
File

AMENDMENT NO. 001
TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. 100107380.3
DATED November 8, 2021

This page shall be attached to and become an integral part of the above referenced Letter of Credit

August 8, 2023

Beneficiary:
The Board of County Commissioners of the County of Douglas
100 Third St
Castle Rock, CO 80104
ATTN: Janet Peterson

Applicant:
Franktown Development Company, LLC
609 W Littleton Blvd, Suite 206
Littleton, CO 80120

Dear Sir or Madam:

At the request of and for the account of our customer, the above referenced Letter of Credit issued in your favor in the amount of \$1,498,221.15 is amended as follows:

1. Reduce letter of credit from \$1,498,221.15 to \$195,420.15

All other terms and conditions of the original Letter of Credit shall remain unchanged and in full force and effect.

Indicate your acceptance or rejection of this amendment by signing the enclosed copy and returning it in the envelope provided.

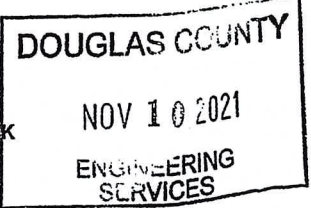
Accepted Janet Peterson 8/28/23 Rejected _____

Sincerely,

AMG National Trust Bank


Doug Meckelnburg
Chief Credit Officer

IRREVOCABLE LETTER OF CREDIT



Borrower: Franktown Development Company, LLC
609 W Littleton Blvd Suite 206
Littleton, CO 80120

Lender: AMG NATIONAL TRUST BANK
Boulder Branch
1155 Canyon Blvd, Ste 310
Boulder, CO 80302

Beneficiary: The Board of County Commissioners of the County of Douglas
100 Third St
Castle Rock, CO 80104

NO.: 100107380-3

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 11-08-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Million Four Hundred Ninety-eight Thousand Two Hundred Twenty-one & 15/100 Dollars (\$1,498,221.15) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Available by your draft at sight on us, accompanied by the original letter of credit and by a certificate purportedly signed by the Chairperson or the Acting Chairperson of the Board of County Commissions of Douglas County stating:

- 1) that Douglas County is entitled to draw under this Letter of Credit pursuant to that certain Agreement dated September 7, 2021, between the Board of County Commissioners of the County of Douglas and Franktown Development Company, LLC; and
- 2) the amount of money to be drawn on this Letter of Credit

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER AMG NATIONAL TRUST BANK IRREVOCABLE LETTER OF CREDIT NO. 100107380-3 DATED 11-08-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be restored to the position each would have occupied with all right occurred. This non-severability provision shall override all other provisions in this Letter within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender laws of the State of Colorado without regard to its conflicts of law provisions, and by 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the I.R.C. This Agreement has been accepted by Lender in the State of Colorado.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in a duly honored if presented to Lender on or before the Expiration Date unless otherwise pr



Bret L. I
Mark E. President

www.amgnational.com

6295 Greenwood Plaza Boulevard
Greenwood Village, CO 80111-4908

303-486.147
303-3694.219
303-3.221.8
blduva@amgnati

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 100107380-3

Page 2

Dated: November 8, 2021

LENDER:

AMG NATIONAL TRUST BANK

By:

Authorized Signer



ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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COPY