

## LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Jeff Miller, hereinafter called the "Owner/ Developer," and El Paso County, as represented by its Development Services Department (DSD), hereinafter called the "County," shall become effective upon the date of approval of the Site Development Plan/Site Plan (including the Landscape Plan) by the DSD.

WHEREAS, Table 5.1 of the El Paso County Land Development Code identifies the requirement for Site Development Plan or Site Plan approval prior to establishing certain land uses; and

WHEREAS, Section 6.2.2 of the El Paso County Land Development Code identifies landscaping requirements to be satisfied in conjunction with establishing or modifying a land use where either a Site Development Plan or Site Plan are required; and

WHEREAS, a Landscape Plan is a component of Site Development Plan or Site Plan utilized to establish compliance of the proposed landscaping with the various LDC landscaping standards; and

Whereas, the Site Development Plan/ Site Plan for this property was approved by the DSD on 8/15/2021 under File Number 179592, and included a Landscaping Plan; and

WHEREAS, Section 6.2.2.G.2.i of the El Paso County Land Development Code provides that all required landscaping be completed, inspected, and approved prior to the issuance (or authorization) of a Certificate of Occupancy or establishment of the use, except where surety acceptable to the Development Services Department Director guaranteeing the completion of the landscaping is provided. but also allows for acceptable assurances to be provided by an Owner/ Developer in the event the Owner/ Developer wishes to occupy the proposed structure prior to the installation of the required landscape improvements previously approved by the DSD; and

WHEREAS, the Owner/ Developer is the owner of property affected by said regulation located at 1670 Paonia St Co Springs CO 80915 (street address) and more particularly described as Phases Automotive, El Paso County, Colorado; and  
*(Legal Description)*

WHEREAS, the Owner/ Developer wishes to supply surety in the form of \_\_\_\_\_ (insert one of the following:)

- a) An Irrevocable Letter of Credit from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
- b) Cashier's check in the amount of \$ 20,685.00
- c) Certificate of Deposit for the amount of \$ \_\_\_\_\_
- d) Subdivision Performance Bond of \$ \_\_\_\_\_
- e) (Any method other than that identified in a), b), c) and d) above must be a method acceptable to the Board of County Commissioners.

in order to occupy the proposed structure prior to the installation of the landscaping.

THEREFORE, IT IS HEREBY AGREED:

1. The Owner/ Developer will construct and install, at its own expense, all of the landscape improvements as indicated upon the Landscape Plan approved by the Development Services Department said improvement costs attached hereto as "Exhibit A."
2. To secure and guarantee performance of its obligations as set forth herein, the Owner/ Developer is hereby providing surety in an amount covering all of the costs of material and labor associated with the Landscaping Plan. The surety shall be in the form of CASHIERS CHECK, negotiable for the amount of \$ 20,695.00, and shall extend for a period of at least ten (10) months, from the date of Site Development Plan/ Site Plan (including the Landscape Plan) approval until DEC. 31, 2022 (date).
3. Upon installation of the landscaping as indicated upon the Landscape Plan (approved by the DSD) and subsequent to inspection by the El Paso County for compliance with said Landscape Plan (or certification of by a landscape architect of compliance if authorized by the Development Services Department Director), the surety provided will be released upon written request from the Owner/ Developer.
4. Should the required landscape improvements not be installed within the thirty (30) days prior to the expiration of this Agreement to guarantee surety, the DSD may request release from the Board of County Commissioners of the surety.
5. Should the Owner/ Developer fail to install the landscape improvements (as indicated upon Exhibit A) within the specified time frame, the Owner/ Developer authorizes right-of-entry onto the property by the DSD and others that may be necessary to install said improvements in order to fulfill the requirements of this Agreement.
6. A Final Certificate of Occupancy may be authorized by the DSD based upon this completion agreement; however conditions may be placed upon that approval and failure to comply with the approved Landscape Plan, this agreement, or any conditions placed upon the issuance of the Certificate of Occupancy may be considered violations of the LDC pursuant to Chapter 11 of the LDC.

Signed and acknowledged this 25<sup>TH</sup> day of FEBRUARY, 2022

Tim Graber

Owner/ Developer

6300 CORPORATE CENTER CIR. SU. 210 719-380-1140  
(Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 25<sup>th</sup> day of Feb., 2022, by the parties above named.

My commission expires: 3/25/25

Joelle Maliepaard

JOELLE MALIEPAARD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134015268  
MY COMMISSION EXPIRES MARCH 25, 2025

A handwritten signature in black ink, appearing to be 'Liz J.', written in a cursive style.

Notary Public

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Director, Planning and Community Development

EXHIBIT A

ESTIMATE OF GUARANTEED FUNDS  
Landscaping Improvements

Landscaping improvements are as follows:

ITEM	TOTAL COST
1. TREES	\$5632.00
2. GRASS	\$8712.00
3. ALL IRRIGATION MATERIALS/EQUIPMENT	\$11,341.00
4.	
5.	
6.	
7.	
8.	
9.	
TOTAL	

Estimate prepared by: Tim Corbett

Date: 2-25-22

Approved by Owner/Developer: CASLO CONSTRUCTION Date: 2-25-22