



LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between The Shops at Meridian Ranch, LLC, hereinafter called the "Owner/ Developer," and El Paso County, as represented by its Planning and Community Development (PCD), 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 PCD. This agreement shall terminate at the time of the completion of the landscape installation as approved on the Landscape Plan.

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 PCD on April 14, 2022 under File Number PPR22-003, 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 Planning and Community Development 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 PCD; and

WHEREAS, the Owner/ Developer is the owner of property affected by said regulation located at 11950 Tourmaline Drive, Peyton, CO 80831 and more particularly described as Lot 4, The Shops Filing 1 at Meridian Ranch, El Paso County, Colorado; and

WHEREAS, the Owner/ Developer wishes to supply surety in the form of Check in the amount of \$37,999.00 in order to occupy the proposed structure prior to the installation of the landscaping.

THEREFORE, IT IS HEREBY AGREED:

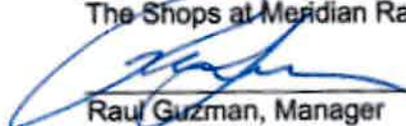
1. The Owner/ Developer will construct and install, at its own expense, all of the landscape improvements as indicated upon the Landscape Plan approved by the Planning and Community Development said improvement costs attached hereto as "Exhibit A."
2. To secure and guarantee performance of its obligations 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 Check, negotiable for the amount of \$37,999 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 October 1, 2023.
3. Upon installation of the landscaping as indicated upon the Landscape Plan (approved by the PCD) 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 Planning and Community Development 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 PCD 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 PCD 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 PCD 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 16th day of December, 2022.

The Shops at Meridian Ranch, LLC


Raul Guzman, Manager

3375 Canyon St., Suite 200
San Diego, CA 92110
619.223.1663

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Subscribed, sworn to and acknowledged before me this 16th day of
December, 2022, by the parties above named.

My commission expires: July 26, 2023


Notary Public





Executive Director
Planning and Community Development Department

1 / 13 / 22
Date

Approved as to Content and Form:


Assistant County Attorney



TIMBERLINE
Landscaping

Imagine. Build. Maintain.

8110 Opportunity View
Colorado Springs CO 80939
P: (719)638-1000 F: (719)638-1010

Proposal

Customer: Thomas General Contractors
 Attention: **Justine Jenkinson**
 Project Name: Meridian Ranch Bldg E Project
 Project Location: Fleece Flower Way and Tourmaline Drive, Peyton, CO 80831
 Designer: YOW Architects/ Aqua Engineering Plan Date: 6/22/18 & Rev 12/20/21
 Addendum: Rev: _____ Proposal Date: February 21, 2022
 Plan Log: LP 2-3, IR1.0-3.0 and IR3.1-3.2

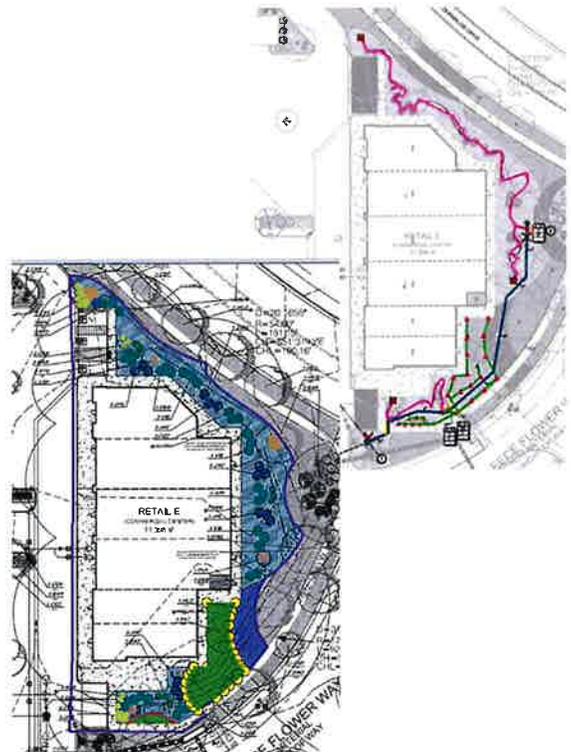
Timberline here by proposes the above-mentioned project as follows:

Irrigation Scope:

- Tie onto existing 2" mainline per plan. Splice onto Toro 2" wire at POC.
- 210 lf of 2" mainline with 210 lf of Toro 2 Wire and 1 surge protection for 2 wire.
- 10 lf of 2" and 10 lf of 4" sleeve pipe for mainline and wire.
- 1 ea 1" quick coupler per plan
- 2 ea 1" drip control valves.
- 1 ea 1" turf control valve.
- 240 lf of 1" and 10 lf of 1.25" lateral pipe with all fittings.
- 25 ea RB 04 PRS 30 Pop-up Spray heads with nozzles.
- 420 lf of 3/4" drip pipe with 3 flush caps/boxes, all emitters for plants, and all fittings.

Landscape Scope:

- 5 cu yds of Bio Comp Class I for sod 4 cu yds / 1000.
- 20 cu yds of Bio Comp Class I for beds 3 cu yds / 1000.
- 70 lbs of 20-20-10 Fertilizer for turf areas. 5 lbs / 1000.
- Rip, roto-till, and grade all landscape areas.
- 4.5 cu yds of 123 Planting Mix. Backfill for trees and shrubs.
- 1,240 sf of Kentucky Bluegrass Sod.
- 110 ln ft of Green Steel Edging.
- 110 tons of 2"-4" Blue/Gray Cobble with fabric underlayment.
- 2 cu yds of Cascade Cedar Mulch for tree and shrubs rings.
- 5 ea Deciduous Trees. 2" cal. (2 Cleveland Select Pears, 2 Skyline Honey Locusts, and 1 Patmore Green Ash).
- 3 ea Evergreen Trees. 6' height (Vanderwolf Pines)
- 43 ea Deciduous Shrubs. #5 cont. (3 Apache Plume, 6 Redleaf Barberry, 16 Redtwig Dogwood, 9 Nannyberry Viburnum and 3 Cotoneaster).
- 15 ea Evergreen Shrubs. #5 cont. (Armstrong Junipers).
- 1 ea Evergreen Shrubs. #3 cont. (Bar Harbor Juniper).
- 23 ea Ornamental Grasses. #1 cont. (9 Little Bluestem, 8 Overdam Feather Reed Grass, 6 Japanese Silver Grass).



Contract Price:

\$37,999.00

VE: DEDUCT: Take out soil prep for rock cobble areas and only amend around all plants.....(\$2,020.00)

Timberline Landscaping, LLC & its affiliates Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.