



SIDEWALK COMPLETION AGREEMENT

THIS AGREEMENT, entered between Equity Group, hereinafter called the "Owner/ Developer," and El Paso County, as represented by its Planning and Community Development Department (PCD), hereinafter called the "County," shall become effective upon the date of approval of the Site Development Plan/Site Plan or the recording of the subdivision plat by the County.

WHEREAS, Section 2.2.5 of the El Paso County Engineering Criteria Manual (ECM) identifies the requirements for pedestrian facilities (sidewalks) that are public improvements; and

WHEREAS, Section 1.15.7 of the El Paso County Engineering Criteria Manual (ECM) provides that unacceptable work shall be corrected prior to final acceptance of the work; and

WHEREAS, sidewalks are identified in the El Paso County Land Development Code (LDC) as a public improvement, required in urban scale development, that must either be constructed or guaranteed by appropriate financial assurance in accordance with Chapter 8 of the LDC; and

WHEREAS, the subdivision plan/Construction Plan/Site Development Plan/Site Plan for this property was approved by El Paso County on 9-18-17 under File Number COM-17-028, and included provisions for sidewalk installation in accordance with County regulations; and

WHEREAS, sidewalks may be damaged by on-site construction activities after initial installation, but circumstances may warrant occupancy of a structure before the sidewalk is complete or repaired; and

WHEREAS, the ECM Administrator and PCD Director have therefore established policies to protect the County and ensure that sidewalks meeting County standards are completed, inspected, and approved within nine (9) months after approval of the Site Development Plan is issued or establishment of the use, except where collateral acceptable to the PCD Director guaranteeing the completion or repair of the sidewalk is provided; and

WHEREAS, the Owner/Developer is the owner of property affected by said regulation located at 1020 Ford Street, _____ (street address) and more particularly described as _____ Colorado Springs, El Paso County, Colorado (the "Property"); and

(Legal Description)

TRACT IN SE4NW4 SEC 7-14-65 AS FOLS, COM AT POI OF NLY LN OF GALLEY RD WITH E LN OF SD NW4, TH WLY ON SD NLY LN 390.00 FT FOR POB, TH CONT WLY ON SD NLY LN 290.00 FT, ANG R 90<02'40" NLY 150.00 FT, ANG R 89<57'20" ELY 290.00 FT, TH ANG R 90<02'40" SLY 150.00 FT TO POB

WHEREAS, the Owner/ Developer wishes to supply collateral in the form of Cashier's Check (insert one of the following:)

- a) Cashier's check in the amount of \$ \$5,510
- b) Certificate of Deposit for the amount of \$ _____
- c) Any method other than those identified in a) or b) above must be a method acceptable to the PCD Director

in order to occupy the proposed structure prior to the installation or repair of the sidewalks located on or immediately adjacent (e.g., within public right-of-way) to the Property.

THEREFORE, IT IS HEREBY AGREED:

1. The Owner/Developer shall construct, install or repair, at its own expense, sidewalks on or immediately adjacent to the Property in conformance with the subdivision plan, Construction Plan, Site Plan, or Site Development Plan approved by the County. The cost of said improvements is attached hereto as "Exhibit A." Such construction, installation or repair shall be completed within nine (9) months after approval of the Site Development Plan is issued.
2. To secure and guarantee performance of its obligations as set forth herein, the Owner/ Developer shall provide collateral in the amount set forth in Exhibit A and in the form of a \$5,510.00 cashier's check.
3. Upon repair and/or installation of the sidewalk and subsequent inspection and approval by El Paso County for compliance with County criteria, the collateral shall be released upon written request from the Owner/Developer.
4. Should the required sidewalk improvements not be constructed, installed or repaired in compliance with the provisions of this Agreement, the County may execute on the collateral and provide for such construction, installation or repair. The Owner/ Developer hereby authorizes right-of-entry onto the property by the County and others that may be necessary to complete said sidewalk improvements in order to fulfill the requirements of this Agreement.

Signed and acknowledged this 13th day of September, 2017.

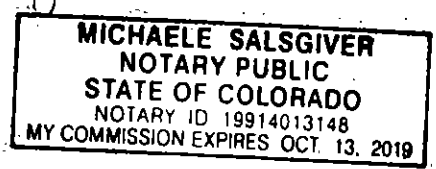
PLACERADO SPRINGS, EQUITIES, LLC / DANNY ALLEN TUA
Owner/ Developer

90 SOUTH ONSCAPE AVENUE, SUITE 1500, COLO 80903
(Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 13th
day of SEPTEMBER, 2017, by the party above named.

My commission expires: 10-13-2019

Michael Salsgiver
Notary Public



[Signature]
Director, Planning and Community Development Department

Approved as to form:

Lori H. Slag
County Attorney's Office

EXHIBIT A

ESTIMATE OF GUARANTEED FUNDS
Sidewalk Improvements

Improvements are to be calculated as follows:

4" thick sidewalk \$46/sy
5" thick sidewalk \$58/sy
6" thick sidewalk \$69/sy

ITEM	TOTAL COST
1. 95 sy (5" thick) x \$58/ sy	\$5,510.00
2.	
3.	
4	
5.	
TOTAL	\$5,510.00

Estimate prepared by: Jim Houk

Date: 09.13.17

Approved by Owner/Developer: _____ Date: 9-13-17