

LANDSCAPE COMPLETION FORM

THIS AGREEMENT, entered between Pearsons Ministries International, 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 3/11/2020 under File Number PPR1933, 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 10460 W US HWY 24, Green Mountain Falls, CO 80819, and more particularly described as A portion of the southeast quarter of the southeast quarter of section 5 and the east half of the northeast quarter section 8, township 13 south, range 68 west of the 6th p.m., El Paso County, Colorado; and

WHEREAS, the Owner/ Developer wishes to supply surety in the form of An Irrevocable Letter of Credit from First Bank of Owasso in the amount of \$17,893.41 in order to occupy the proposed structure prior to the installation of the landscaping.

Chuck Broerman
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El Paso County, CO



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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 associated with the Landscaping Plan. The surety shall be in the form of an Irrevocable Letter of Credit, negotiable for the amount of \$17,893.41, 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 April 30th, 2022.
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.

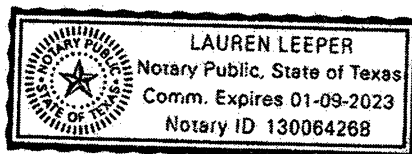
Signed and acknowledged this 28th day of October 2020.

Matthew S. Pappas
Owner/Developer

PO Box 340, Woodland Park CO 80866, 719-619-9751

Subscribed, sworn to and acknowledged before me this 28th day of October 2020, by the parties above named.

My commission expires: 01-09-2023



Lauren A. Leeper
Notary Public

Craig Dossey

11-9-2020

Craig Dossey, Executive Director
Planning and Community Development Department

Date

Approved as to Content and Form:

Lori L. Seago

Assistant County Attorney

EXHIBIT A

**ESTIMATE OF GUARANTEED FUNDS
Landscaping Improvements**

Landscaping improvements are as follows:

ITEM	QTY	TOTAL COST
Amur Maple	17	\$5,279.00
Box Elder	5	\$1,590.00
Thornless Hawthorn	20	\$2,570.00
Balsam Poplar	20	\$1,710.00
Sawleaf Zelkova	5	\$1,646.50
Mountain Lilac	84	\$2,750.66
Blue Fescue	38	\$437.00
English Lavender	75	\$637.50
Nine Bark	7	\$197.75
Alpine Currant	39	\$1,075.00
Detention Basin Mix by Applewood Seed	5,308 SF	n/a donation
Native Seed Mix by Applewood Seed	27,549 SF	n/a donation
1-2" River Rock Mulch	5,677 SF	n/a donation
TOTAL		\$17,893.41

Estimate prepared by: Heidrich's

Date: 10-2-20

Approved by Owner/Developer: Matthew S. Papenfuss Date: 10-28-20