

LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Colorado Storage Partners One, 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 2-5-2018 under File Number PPR-16-003, and included a Landscaping Plan; and
(COM-19-003)

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 13760 Struthers Rd, Colorado Springs, CO 80921 (street address) and more particularly described as, 13760 Struthers Rd, Colorado Springs, CO 80921 El Paso County, Colorado; and
(Legal Description) See Attached page

WHEREAS, the Owner/ Developer wishes to supply surety in the form of an irrevocable Letter of credit from Bank of Colorado (insert one of the following:)

- a) An Irrevocable Letter of Credit from Bank of Colorado in the amount of \$ 63,948.00.
- b) Cashier's check in the amount of \$ _____
- 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:

Chuck Broerman El Paso County, CO
 01/30/2019 11:23:37 AM
 Doc \$0.00 5
 Rec \$33.00 Pages



219010525

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 _____, negotiable for the amount of \$63,948.00, 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 July 19, 2019.
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 18th day of January 2019.



BY: Christian Dinsdale Manager

Colorado Storage Partners, LLC; Owner/ Developer
1660 17th St, Suite 200, Denver, CO 80202—720-201-6430
 (Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 18th day of January 2019, by the parties above named.

My commission expires: 11/10/22



Notary Public

MOLLY JAYNE JAKSICH
 Notary Public
 State of Colorado
 Notary ID # 20144001330
 My Commission Expires 01-10-2022

A handwritten signature in black ink, appearing to read "M. Gelman" followed by a flourish.

Director, Planning and Community Development Department

EXHIBIT A

ESTIMATE OF GUARANTEED FUNDS
Landscaping Improvements

Landscaping improvements are as follows:

ITEM	TOTAL COST
1. (22) Deciduous Trees at 1 1/2" cal. B+B x \$225.ca.	\$ 4,950.00
2. (40) Evergreen Trees at 6' Ht. B+B x \$250.ca.	10,000.00
3. (257) Shrubs at 5 gal. x \$30.ca.	7,710.00
4. (40) Ornamental Grasses at 1 gal. x \$15.ca.	600.00
5. 183,805 SF Seeded Area at \$0.15/SF	27,571.00
6. 8120 SF Rock Mulch at \$1./SF	8,120.00
7. 4997 SF Wood Mulch at \$1./SF	4,997.00
8.	
9.	
TOTAL	\$ 63,948.00

Estimate prepared by: Neil McLane, RLA Natural Design Solutions, Inc.

Date: 1-3-19

Approved by Owner/Developer: 

Date: 1/18/19

Wren Eagle Self Storage

PPR-16-003

Tax Schedule #5

72014-00-001

72014-02-006

72014-02-007

LEGAL DESCRIPTION:

LOT 2 AND LOT 3 AS PLATTED IN ACADEMY VILLAGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 099133453, RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 3.869 ACRES

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

A PARCEL OF LAND BEING IN THE SOUTHEAST QUARTER SECTION 1, TOWNSHIP 12 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE EASTERLY BOUNDARY OF THE AIR FORCE ACADEMY PER THE BOUNDARY SURVEY RECORDED IN PLAT BOOK 02, AT PAGE 84, RECORDS OF EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE SOUTHERLY END, AT THE SOUTHWESTERLY CORNER OF LOT 3 AS PLATTED IN ACADEMY VILLAGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 099133453 BY A 1" YELLOW PLASTIC SURVEYORS CAP STAMPED "PLS 18465" AND AT THE NORTHERLY END AT THE SOUTHWESTERLY CORNER OF LOT 2 AS PLATTED IN ACADEMY VIEW STORAGE CENTER RECORDED UNDER RECEPTION NO. 200016673 BY A 1" YELLOW PLASTIC SURVEYORS CAP STAMPED "PLS 4842" IS ASSUMED TO BEAR N25°23'25"W, A DISTANCE OF 915.77 FEET;

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 3 PLATTED IN ACADEMY VILLAGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 099133453, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF STRUTHERS ROAD AS PLATTED IN ACADEMY VILLAGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 096155157, SAID POINT BEING THE POINT OF BEGINNING.

THENCE S71°22'00"W, ON THE NORTHERLY BOUNDARY OF SAID LOT 3, A DISTANCE OF 377.52 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID POINT BEING ON THE EASTERLY BOUNDARY OF THE AIR FORCE ACADEMY PER THE BOUNDARY SURVEY RECORDED IN PLAT BOOK 02, AT PAGE 84;

THENCE N25°23'25"W, ON SAID AIR FORCE ACADEMY BOUNDARY, A DISTANCE OF 645.77 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2 AS PLATTED IN ACADEMY VIEW STORAGE CENTER RECORDED UNDER RECEPTION NO. 200016673.

THENCE N77°42'59"E, ON THE SOUTHERLY BOUNDARY OF SAID LOT 2, A DISTANCE OF 478.35 FEET TO THE SOUTHEASTERLY CORNER THEREOF, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SAID STRUTHERS ROAD;

THENCE S16°30'00"E, ON SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 588.79 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6.003 ACRES

CONTAINING A TOTAL CALCULATED AREA OF 9.872 ACRES.