

Property Address: _____,

Lot: _____ Block: _____ Filing No. _____, Subdivision _____

**SITE PLAN LANDSCAPE AGREEMENT
(COMMERCIAL, OFFICE, INDUSTRIAL & MULTI-FAMILY RESIDENTIAL)
CASH**

THIS SITE PLAN LANDSCAPE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town") and _____ (the "Individual Lot Owner").

RECITALS

WHEREAS, the Parker Municipal Code (the "Code") requires an individual site plan/lot owner to comply with the requirements contained in Section 13.06.070 of the Code, prior to the issuance of a certificate of occupancy ("Landscape Improvements");

WHEREAS, due to extreme weather conditions between the months of October and May, an individual lot owner may not be able to complete the Landscape Improvements, which are necessary for the issuance of a certificate of occupancy;

WHEREAS, the Town will issue a temporary certificate of occupancy between the months of October and May, when an individual lot owner is not able to complete the Landscape Improvements because of extreme weather conditions, if the individual lot owner agrees to guarantee the completion of the Landscape Improvements and the payment of the administrative fee; and

WHEREAS, the Town and the Individual Lot Owner desire to agree upon the form of security for the performance and completion of the Landscape Improvements for the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property").

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Site Completion Improvements. The Landscape Improvements describe in a landscape plan shall be completed for an individual lot owner by _____, 20____ [INSERT ONE HUNDRED EIGHTY (180) DAYS OR JUNE 1ST WHICHEVER OCCURS FIRST] (the "Completion Date").

2. Security. In order to secure the performance and completion of the Landscape Plan Improvements by the Completion Date, the Individual Lot Owner, shall upon the execution of this Agreement, submit to the Town, cash in the amount of _____ DOLLARS (\$ _____) (the "Security"), [INSERT 120% OF THE CERTIFIED ENGINEERS ESTIMATE] together with an administrative fee of one hundred dollars (\$100.00). The Town may retain the Security until the Landscape Improvements are completed and the Town issues a final certificate of occupancy for the Property.

3. Remedies. In the event the Individual Lot Owner fails to complete the Landscape Improvements by the Completion Date, the Individual Lot Owner acknowledges and agrees that the Town has the ability to use the Security to complete the Landscape Improvements and shall have no obligations to return the Security and/or issue a final Certificate of Occupancy.

4. Modifications. This Agreement shall not be amended except by subsequent written agreement of the parties.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

6. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Individual Lot Owner under this Agreement without the prior written approval of the Town. The Individual Lot Owner agrees to provide the Town with at least fourteen (14) days advance written notice of the transfer or assignment of any of the rights and obligations of the Individual Lot Owner under this Agreement.

7. Title and Authority. The Individual Lot Owner, expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned individual has full power and authority to enter into this Security Agreement. The Individual Lot Owner understands that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

TOWN OF PARKER, COLORADO

By: _____
Community Development Director

INDIVIDUAL LOT OWNER:

By: _____
Signature

Please Print