

LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Falcon Properties, 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 4/9/19 under File Number PPR1853, 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 7344 McLaughlin Rd., Falcon, CO 80831 (street address) and more particularly described as Falcon Landing Retail Lot 3 Beckett at Woodmen Hills Filing 3, El Paso County, Colorado; and
(Legal Description)

WHEREAS, the Owner/ Developer wishes to supply surety in the form of _____ (insert one of the following:)

- a) An Irrevocable Letter of Credit from _____ in the amount of \$ _____
- b) Cashier's check in the amount of \$ 35,000.00
- 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:

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 irrevocable letter of credit, negotiable for the amount of \$ 35,000.00, 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 4/9/2010 (date).
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 4 day of December, 2019.

SHAIRIE MERCEDES RIVERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174040200
MY COMMISSION EXPIRES 09/27/21

Falcon Properties, LLC (Chun Pahk)
 Owner/ Developer
7344 McLaughlin Rd.
Falcon, CO. 80831 (719) 228-1521
 (Address and Telephone Number)

Chun Pahk

Subscribed, sworn to and acknowledged before me this 4 day of December, 2019, by the parties above named.

My commission expires: 09/27/2021

Shairie M Rivera
 Notary Public

Marc G. ...

12/7/19

Craig Dossey, Executive Director
Planning and Community Development Department

Date

Approved as to Content and Form:

Hori S. Seag...
Assistant County Attorney

EXHIBIT A

**ESTIMATE OF GUARANTEED FUNDS
Landscaping Improvements**

Landscaping improvements are as follows:

ITEM	TOTAL COST
1. Plantings (Harding Nursery 12/2 estimate)	\$13,954.14
2. Planting Charges - Labor & Equip	\$ 8,887.00
3. Irrigation - Labor & Materials	\$ 5,112.86
4. Rock Mulch - 98 cu yds x \$35.00	\$3,430.00
5. Dry Land & Native seed mix materials	\$ 541.00
6. Organic Soil Amendments - 25 cuyds x \$9	\$ 625.00
7. Labor & Equipment to install Rock & Seed	\$ 2,450.00
8.	
9.	
TOTAL	\$35,000.00

Estimate prepared by: Mike Casimiro, Casco Construction Corp.

Date: 12/2/2019

Approved by Owner/Developer: 

Date: 12/4/19

Quote
Wholesale
 Quote expires



Harding Nursery, Inc.
 721 Powers Blvd.
 Colorado Springs, CO 80915
 TEL: (719) 596-5712 FAX: (719) 596-6281

Ticket #: 8314
Ticket date: 12/2/19 1:11 pm
Station: 7

Sold to: CASCO CONSTRUCTION CORP.
 1919 DIAMOND CREEK DR.
 COLORADO SPRINGS, CO 80921
 287-8377

Ship to: FALCON LANDING
 7344 MCLAUGHLIN ROAD

Customer #: 23306 **Ship date:**
Sls rep: KB **Location:** 1 **Ship-via code:**
Terms:

Quantity	Item #	Description	Size	Sec:Row	Wholesale Price	Your Price	Unit flag	Ext prc
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User: NODE7 **Total line items:** 11 **Sale subtotal:** 21,777.65
Tax: 1,063.49
Total: 22,841.14

Total discount - You saved \$ 3,433.50

Celebrating 60 Years!

 Print Name

 Signature

 Date

CHARGE CUSTOMERS TERMS & CONDITIONS: Payment is due on all invoices by the 10th day of the following month of the invoice date. If an invoice becomes overdue, or a payment is late, interest will be charged at a rate of 18% APR. **WARRANTY:** Harding's Nursery retail warranty is for one year from the date of the invoice. Some plants carry NO Warranty, such as Annuals, Ornamental Grasses, Perennial Flowers, Vegetables, Roses, Arborvitae, Tropicals and a few other varieties. Absolutely NO Warranty on plants purchased as Wholesale or Contractors' discount. No refunds, only exchanges for plant material and/or product. No warranty on plants that are not planted in the ground.

TOPS FORM 48806

DATE 12/4/19 NO. 9564

RECEIVED FROM Casco Construction Corp
ADDRESS 1775 get Stream Dr. Ste 102
Colorado Springs, CO 80921 DOLLARS \$ 587⁰⁰
FOR PPR1853 landscape agreement

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>1305</u>
BALANCE DUE		MONEY ORDER	

BY Petra Ray

TOPS FORM 48806

DATE 12/4/19 NO. 9565

RECEIVED FROM Casco Construction Corp
ADDRESS 1775 get Stream Dr. Ste 102
Colorado Springs, CO 80921 DOLLARS \$ 35,000⁰⁰
FOR PPR1853 Collateral

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>11,847.14</u>
BALANCE DUE		MONEY ORDER	

BY Petra

