

Steve Schleiker  
01/26/2024 10:15:22 AM  
Doc \$0.00  
Rec \$0.00

El Paso County, CO



7  
Pages 224005816

## LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Clark Family Trust, hereinafter called the "Owner/ Developer," and El Paso County, as represented by its Planning & Community Development Department (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.

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 DSD on 5/4/2023 under File Number PPR2248, 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 Development Services 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 DSD; and

WHEREAS, the Owner/ Developer is the owner of property affected by said regulation located at 847 Struthers Ranch Rd Colorado Springs, Co 80921 (street address) and more particularly described as LOT 1 STRUTHERS RANCH SUB FIL NO 4A, El Paso County, Colorado; and  
(Legal Description)

WHEREAS, the Owner/ Developer wishes to supply surety in the form of An Irrevocable Letter of Credit (insert one of the following:)

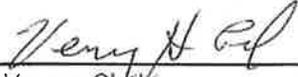
- a) An Irrevocable Letter of Credit from BOK Financial in the amount of \$ \$43,880.00
- b) Cashier's check in the amount of \$ \_\_\_\_\_
- c) Certificate of Deposit for the amount of \$ \_\_\_\_\_
- d) Subdivision Performance Bond of \$ \_\_\_\_\_
- e) (Any method other than that identified in a), 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:

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 Development Services Department 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 An Irrevocable Letter of Credit, negotiable for the amount of \$ \$43,880.00, 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 5/4/2023 (date).
3. Upon installation of the landscaping as indicated upon the Landscape Plan (approved by the DSD) 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 Development Services 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 DSD 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 DSD 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 DSD 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 13 day of December, 2023.

  
Vernon Clark Owner 12-14-23  
 Owner/ Developer  
3585 Hill Cir Colorado Springs, CO 80904 719-661-0486  
 (Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 13 day of December, 2023, by the parties above named.

My commission expires: 07-29-2026

*City Manager*

Notary Public

CRYSTAL PAULASKI  
Notary Public  
State of Colorado  
Notary ID # 19944010816  
My Commission Expires 07/29/2026



Executive Director, Planning & Community Development Department

# Hammers Construction, Inc.

**Property Name:** Struthers Ranch

**Estimator:** Dan Dowgiallo

Must enter information into green fields for merge to work

**Note any job over 5k must be approved by the Enhancement Manager or General Manager - NO EXCEPTIONS**

Qty	Unit	Description	Cost	Total	Description	Hours	Wages	Total
<b>MATERIALS - PLANTS</b>					<b>LABOR</b>			
<small>If plants are used include additive at 20.00/gal</small>								
21		Pinon Pine	\$220.00	\$4,620.00	Site grading	0.00	\$27.00	\$0.00
22		Hawthorne	\$170.00	\$3,740.00	Planting Labor	165.00	\$27.00	\$4,455.00
2		Honeylocust	\$360.00	\$720.00	sod install		\$27.00	\$0.00
10		Canada Red Cherry	\$170.00	\$1,700.00	Hardscape labor	0.00	\$27.00	\$0.00
20		Armstrong Juniper	\$23.00	\$460.00	Irrigation labor		\$35.00	\$0.00
18		Buffalo Juniper	\$23.00	\$414.00	Supervision	0.00	\$45.00	\$0.00
12		Blue Rug Juniper	\$23.00	\$276.00			\$25.00	\$0.00
15		Spartan Juniper	\$50.00	\$750.00			\$25.00	\$0.00
9		Red Twig Dogwood	\$16.00	\$144.00	<b>Mat. Procurement</b>	0.00	\$45.00	\$0.00
28		Gold Finger Pontetilla	\$16.00	\$448.00	<b>Travel</b>	10.00	\$27.00	\$270.00
21		Western Sand Cherry	\$16.00	\$336.00	<b>Cleanup</b>	0.00	\$27.00	\$0.00
40		Majic Carpet Spirea	\$14.00	\$560.00	<b>Total Hours</b>	<b>175.00</b>		
24		Compact Viburnum	\$22.00	\$528.00	<b>TOTAL LABOR (2)</b>		<b>\$4,725.00</b>	
13		Feather Reed Grasses	\$6.50	\$84.50	<b>EQUIPMENT / MISC</b>			
20		May Night Salvia	\$7.00	\$140.00	<b>Truck &amp; Trailer</b>	\$150/day		\$1,500.00
<b>TOTAL PLANT MATERIALS</b>			<b>\$14,920.50</b>		<b>Skid Steer</b>	\$525/day		\$0.00
<b>MATERIAL - HARD GOODS</b>					<b>Sod Cutter</b>	\$75/day		
0	Ton	3/4 Denver Granite	\$59.95	\$0.00	<b>Trencher</b>	\$385/day		\$0.00
0	Ton	1.5 Arkansas Tan	\$46.95	\$0.00	<b>Dingo</b>	525		\$0.00
38	Yrds	Compost	\$33.00	\$1,254.00	<b>mini ex</b>	150		
3	Yrds	Planters Mix	\$31.95	\$95.85	<b>Equipment</b>	Price		
0	Yrds	Mulch	\$59.95	\$0.00	<b>Dump Fee</b>	\$400/Dumpster		\$0.00
0	Pcs	Steel Edging	\$25.95	\$0.00	<b>Delivery Fees</b>	\$260/Load		\$0.00
55	Kit	Tree stake Kit	\$25.00	\$1,375.00	<b>TOTAL EQUIPMENT (3)</b>		<b>\$1,500.00</b>	
		Irrigation		\$0.00	<b>SUBCONTRACTOR</b>			
		Retaining Wall		\$0.00	<b>Green Belt Turf</b>			\$9,512.28
				\$0.00	<b>Landscape Endeavors</b>			\$3,576.06
				\$0.00	<b>20.00% MARK UP</b>			\$3,272.09
				\$0.00	<b>TOTAL SUBCONTRACTOR (4)</b>		<b>\$16,360.43</b>	
<b>TOTAL HARD GOODS</b>					<b>JOB ESTIMATE SUMMARY</b>			
<b>TOTAL HARD GOODS AND PLANTS</b>					<b>TOTAL MATERIAL COSTS (1)</b>		<b>\$21,295.05</b>	
<b>8.00% Taxes</b>					<b>TOTAL LABOR (2)</b>		<b>\$4,725.00</b>	
<b>15.00% Guarantee (Plants)</b>					<b>TOTAL EQUIPMENT/MISC (3)</b>		<b>\$1,500.00</b>	
<b>TOTAL MATERIAL COSTS (1)</b>					<b>TOTAL LABOR (2)</b>		<b>\$4,725.00</b>	
<b>\$21,295.05</b>					<b>TOTAL EQUIPMENT/MISC (3)</b>		<b>\$1,500.00</b>	
<b>\$2,724.85</b>					<b>SUB TOTAL</b>		<b>\$27,520.05</b>	
<b>\$17,645.35</b>					<b>OVERHEAD</b>		<b>\$0.00</b>	
<b>\$1,411.63</b>					<b>PROFIT</b>		<b>\$0.00</b>	
<b>\$2,238.08</b>					<b>TOTAL SUBCONTRACTOR (4)</b>		<b>\$16,360.43</b>	
<b>\$21,295.05</b>					<b>PROPOSAL PRICE \$43,880.00</b>			

DON'T FORGET DUMP FEES ON REMOVALS AND EQUIPMENT CHARGES

T&M      PROPOSAL      CONTRACT      WARRANTY  
INCOMPLETE      COMPLETE



1(918) 588-6649 / 1(800)285-6829  
INTERNATIONAL BANKING CENTER  
ONE WILLIAMS CENTER, PLAZA EAST  
TULSA, OKLAHOMA 74172

ADVICE OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUE:  
JANUARY 17, 2024

OUR REFERENCE NUMBER:  
20004580

DATE AND PLACE OF EXPIRY:  
JANUARY 17, 2025 OUR COUNTERS

APPLICANT:  
CLARK FAMILY TRUST  
3585 HILL CIRCLE  
COLORADO SPRINGS, CO 80904

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS, EL  
PASO COUNTY  
200 SOUTH CASCADE AVENUE, SUITE 100  
COLORADO SPRINGS, CO 80903

AMOUNT: USD\$43,880.00

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AT THE REQUEST OF THE APPLICANT WE HAVE ISSUED OUR IRREVOCABLE STANDBY LETTER OF CREDIT REFERENCED ABOVE; THE ORIGINAL IS HEREBY ATTACHED.

IF THE TERMS OF THE LETTER OF CREDIT ARE UNSATISFACTORY, WE SUGGEST YOU IMMEDIATELY COMMUNICATE WITH THE APPLICANT AND REQUEST THE APPROPRIATE AMENDMENT.

INQUIRIES DIRECTED TO OUR OFFICE MAY BE MADE TO TELEPHONE (918)588-6649 OR (800)285-6829. PLEASE SEND ALL CORRESPONDENCE DIRECTED TO OUR OFFICE TO THE ABOVE MENTIONED ADDRESS.

IF PRIOR TO THE EXPIRATION DATE, THE APPLICANT'S OBLIGATION WITH YOU HAS BEEN COMPLETED AND YOU NO LONGER AVAIL YOURSELF OF OUR LETTER OF CREDIT, WE KINDLY ASK YOU TO RETURN THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS ALONG WITH A LETTER GIVING US YOUR CONSENT TO CLOSE THE LETTER OF CREDIT SO THAT THE APPLICANT'S LIABILITY WITH THE BANK IS RELEASED.



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BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS, EL  
PASO COUNTY  
200 SOUTH CASCADE AVENUE, SUITE 100  
COLORADO SPRINGS, CO 80903

AMOUNT: USD43,880.00

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR AND FOR THE ACCOUNT OF CLARK FAMILY TRUST, UP TO AN AGGREGATE AMOUNT OF FORTY-THREE THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 UNITED STATES DOLLARS (USD \$43,880.00) AVAILABLE BY YOUR DRAFTS DRAWN ON US AT SIGHT, TO GUARANTY THE COMPLETION OF LANDSCAPE IMPROVEMENTS PURSUANT TO THE LANDSCAPE COMPLETION AGREEMENT IN EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT FILE NO. PPR2248. PARTIAL DRAWINGS ARE PERMITTED. THE AMOUNT OF ANY PARTIAL DRAWING SHALL REDUCE THE AMOUNT AVAILABLE HEREUNDER.

DRAFTS DRAWN UNDER THIS CREDIT SHOULD BEAR THE CLAUSE "DRAWN UNDER BOKF, NA, LETTER OF CREDIT NO. 20004580 DATED JANUARY 17, 2024."

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT HEREIN OR IN WHICH THIS LETTER OF CREDIT RELATES.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, AND VENUE SHALL BE IN THE DISTRICT COURT IN AND FOR EL PASO COUNTY, COLORADO. THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE OF COMMERCIAL PUBLICATION NUMBER 600; PROVIDED, HOWEVER, IN THE EVENT OF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS, PUBLICATION NUMBER 600 AND COLORADO LAW, COLORADO LAW SHALL CONTROL.



WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON DUE PRESENTATION TO OUR OFFICE, BOKF, NA, ATTN: INTERNATIONAL DEPT., ONE WILLIAMS CENTER, PLAZA EAST, TULSA, OK 74172, IF PRESENTED ON OR BEFORE JANUARY 17, 2025. IN ADDITION, IF THE BANK IS LOCATED OUTSIDE OF EL PASO COUNTY, COLORADO, BOKF, NA HEREBY AGREES TO HONOR EACH DRAFT FOR PAYMENT MADE IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF DULY PRESENTED BY REGISTERED MAIL OR OVERNIGHT COURIER, TOGETHER WITH ANY DOCUMENTS SPECIFIED HEREIN, ON OR BEFORE THE EXPIRATION DATE OF THE LETTER OF CREDIT.

A handwritten signature in blue ink, appearing to read "Andy Krider", written over a horizontal line.

ANDY KRIDER  
VP, INTL OPERATIONS  
JANUARY 17, 2024