

# LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between King Scoopers, 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 7/1/22 under File Number PPR 2210, 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 King Scoopers #147 Fuel Center, 7595 Falcon Market Pl, Falcon CO (street address) and more particularly described as Falcon Marketplace Subdivision, 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 \$ \_\_\_\_\_
- c) Certificate of Deposit for the amount of \$ \_\_\_\_\_
- d) Subdivision Performance Bond of \$ 30,295.05
- 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 Subdivision Bond, negotiable for the amount of \$ 30,295.03, 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 10/12/24 (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 12th day of DECEMBER, 2023.

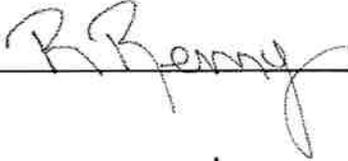
John P. Wood / KING SUPER  
Owner/ Developer

65 TEJON ST, DENVER, CO 80223 / (720) 484-9781  
(Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 12 day of December, 2023, by the parties above named.

My commission expires: 10.27.26

RHONDA REMY  
Notary Public  
State of Colorado  
Notary ID # 20144041674  
My Commission Expires 10-27-2026

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Executive Director, Planning & Community Development Department