

PPR-21-026

## LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Trail Star Development LLC, 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 03-14-22 under File Number PPR-21-026, 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 <sup>general contractor</sup> owner of property affected by said regulation located at 7535 Falcon Market Place Falcon CO 80831 (street address) and more particularly described as LOT 9, FALCON MARKETPLACE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST El Paso County, Colorado; and OF THE 6TH P.M. (Legal Description)

WHEREAS, the Owner/ Developer wishes to supply surety in the form of Subdivision Performance Bond (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 \$ 99,741.00
- 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 PERFORMANCE BOND, negotiable for the amount of \$ 99,741.00, 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 JUNE 15, 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.

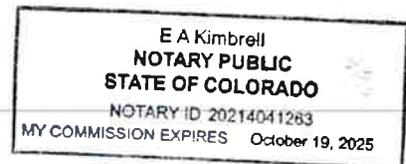
Signed and acknowledged this 24<sup>TH</sup> day of JANUARY, 2023.

Roy M. Stevens ROY STEVENS PROJECT MANAGER  
Owner/ Developer

5450 MONTANA VISTA WAY SUITE 200  
(Address and Telephone Number)  
CASTLE ROCK, CO 80108 720-715-9088

Subscribed, sworn to and acknowledged before me this 24<sup>TH</sup> day of January, 2023, by the parties above named.

My commission expires: 10/19/25 E Kimbrell



*GA Kimbell*

Notary Public

*Wynne J. Heston*

Executive Director, Planning & Community Development Department

EXHIBIT A

ESTIMATE OF GUARANTEED FUNDS  
Landscaping Improvements

Landscaping improvements are as follows:

ITEM	TOTAL COST
1. See Contractor's itemized estimate	\$99,741. <sup>00</sup>
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
TOTAL	\$99,741. <sup>00</sup>

Estimate prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Owner/Developer:  \_\_\_\_\_

Date: 1-31-23

EXHIBIT A

**COLORADO RIVER LANDSCAPING LLC**

Quality and Service is our number one Priority

2170 Capital Dr.  
Colorado Springs, CO 80951  
Phone: (719) 329-4246  
Fax:

**ESTIMATE**

DATE:	9/12/2022
Customer ID	TSD

**BILL TO:**

Roy Stevens  
Trail Star Development LLC  
Castle Rock, Colorado 80104

SALESPERSON	JOB ADDRESS	TERMS
EDUARDO H.	Slim Chicken's Falcon	per plans 3/29/2022

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Landscaping	16,718 sf of Irrigation	16,718	\$ 1.35	22,569.30
	7-6'-10' ht evergreen trees	7	\$ 600.00	4,200.00
	13-2" desiduos Cal tree	13	\$ 550.00	7,150.00
	6- 1.5" Ornamental Cal trees	6	\$ 475.00	2,850.00
	40-5 gal. Evergreen shrubs	40	\$ 75.00	3,000.00
	109-5gal Shrubs and grasees	109	\$60.00	6,540.00
	98- 1gal perennials	98	\$22.00	2,156.00
	67-yards of compost for seed, and planting(4cyx1000sf	67	\$95.00	6,365.00
	75- tons of 2'4' river rock mulch	75	\$ 130.00	9,750.00
	100- tons of 1.5" Arkansas tan rock mulch	100	\$ 130.00	13,000.00
	1 Boulder	1	\$ 250.00	250.00
	15,000 sf of Fabric	15,000	\$ 0.40	6,000.00
	350-ln Edging	350	\$ 5.50	1,925.00
	2,415 sf of seed mix	2,415	\$ 0.35	845.25
	2,800sf of erotion control blanket seed areas if needed	2,800	\$ 0.50	1,400.00
	7- yards of Wood Mulch for plants	7	\$ 130.00	910.00
	80 lf of 2" Sleeves	80	\$ 12.00	960.00
	180-Ln 4" Sleeves	180	\$ 14.00	2,520.00
	Rain Sensor	1	\$ 350.00	350.00
	Backflow	1	\$ 1,500.00	1,500.00
	Mobilization	1	\$ 3,500.00	3,500.00
	Fertilizer tablets & fertilizer for compost per plants	1	\$ 2,000.00	2,000.00

SUBTOTAL \$ 99,740.55

**Other Comments or Special Instructions**

- Bid is only valid for 30 days with a few exceptions
- Exclusions: Any Items not mentioned on this Bid.

DISCOUNT

TOTAL

\$ 99,740.55

If you have any questions about this Bid, please contact  
Eduardo Hernandez, (719) 329-4246; coloradoriverlandscaping@gmail.com

***Thank You For Your Business!***

Sign by: \_\_\_\_\_

Make all checks payable to  
Colorado River Landscaping LLC



Sign (owner): ROY STEVENS  
PROJECT MANAGER

**SUBDIVISION BOND**

**Bond No. DVHNSU 0825260**

**KNOW ALL MEN BY THESE PRESENTS that Trail Star Development, LLC  
and Harco National Insurance Company an  
IL corporation, as Surety, are held and firmly bound  
unto Board of County Commissioners of El Paso County, CO, as Obligee, in  
the sum of Ninety Nine Thousand Seven Hundred Forty One Dollars and 00/100  
(\$99,741.00), for the payment of which sum, well and truly be made, the  
Principal and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.**

**WHEREAS, the Principal and Obligee have entered into a written agreement dated  
January 24, 2023 relative to installation of improvements and other conditions as  
indicated, for the Subdivision known as 7535 Falcon Marketplace ~ Landscaping, in  
Falcon, CO 80831 and which agreement is hereby made a part hereof.**

**NOW, THEREFORE, if the Principal shall well and truly perform all of the terms,  
covenants and conditions of said agreement on its part to be performed, then this  
obligation shall be null and void; otherwise to remain in full force and effect.**

**No right of action or benefit under the Bond shall accrue to anyone other than the named  
Obligee. The aggregate liability of the Surety shall not exceed the amount of the Bond  
for any cause or reason whatsoever.**

**Signed, sealed and dated February 3, 2023.**

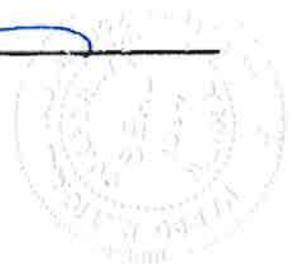
Trail Star Development, LLC  
**Principal**

Harco National Insurance Company  
**Surety**

**By:** \_\_\_\_\_



Elizabeth Ostblom  
**Attorney-in-Fact**



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # QVHNSU 0825260  
Principal Trail Star Development, LLC  
Obligee Board of County Commissioners of El Paso County, CO

KNOW ALL MEN BY THESE PRESENTS. That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Elizabeth Ostblom

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of February, 2023

Irene Martins, Assistant Secretary