

TOWN OF PARKER COUNCIL AGENDA
March 18, 2019

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

- A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

- **Parker Senior Center Update -- Rich Foerster**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

5. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

6. **CONSENT AGENDA**

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. *APPROVAL OF MINUTES - March 4, 2019*

B. *RESOLUTION NO. 19-017*

A Resolution Calling a Special Town Election on November 5, 2019, Concerning the Provision of High-Speed Internet Services, Telecommunication Services and/or Cable Television Services Within the Town of Parker and to Amend Certain Sections of the Town of Parker Home Rule Charter

Department: Deputy Town Attorney, Kristin Schledorn

- C. *RESOLUTION NO. 19-018*
A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 5, 2019

Department: Deputy Town Attorney, Kristin Schledorn

D. *CONTRACTS OVER \$100,000*

1. *2019 Townwide Slurry/Chip Seal Program (CIP 19-005)*

Amount: \$1,872,620.02

Contractor: Vance Brothers

Department: Engineering/Public Works, Danny Smith

2. *Motsenbocker Road Widening - Mainstreet to Todd Drive (CIP18-009) Professional Services Agreement*

Amount: \$184,425.00

Contractor: Stanley Consultants Inc.

Department: Engineering and Public Works, Tom Gill

3. *Professional Services Agreement for Construction Management, Inspection and Material Testing Services for the Schoolhouse Plaza and Parking Lot Project*

Amount: \$123,145.00

Contractor: EST Comprehensive Engineering Services

Department: Engineering/Public Works, Bob Exstrom

4. *2019 Townwide Pavement Markings - Long Line Project (CIP 19-011)*

Amount: \$127,205.50

Contractor: KSI - Kolbe Striping Inc.

Department: Engineering/Public Works, Dave Aden

7. **PUBLIC HEARINGS**

A. **ORDINANCE NO.1.523.1 - Second Reading**

A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

**Department: Finance, Mary Lou Brown
Finance, Rhonda Willey**

- B. RESOLUTION NO. 19-009 -- (Continued from March 4, 2019)**
A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2
Department: Town Attorney, Kristin Schledorn

C. PARKER POINTE - Minor Development Plat and Subdivision Agreement

Applicant: Parker and Stroh, LLC
Location: Southeast Corner of Parker Road and Stroh Road
Department: Community Development, Paul Workman
Engineering and Public Works, Alex Mestdagh
TRAKiT No.: SUB17-058

- 1. MINOR DEVELOPMENT PLAT - Parker Pointe**
- 2. SUBDIVISION AGREEMENT - Parker Pointe**
- 3. RESOLUTION NO. 19-016**
A Resolution Accepting the Conveyance of a Drainage Easement from Reata South Metropolitan District and Parker and Stroh, LLC, for Tract A-2-A, Reata South Filing No. 1, 3rd Amendment
- 4. ORDINANCE NO. 1.515 - Second Reading (Continued from 10/1/2018)**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment

D. COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 - Minor Development Plat

Applicant: Dave Klebba, Etkin Johnson
Location: South of Compark Boulevard and west of Chambers Road
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB18-047

8. AGREEMENTS

LISTING AGREEMENT FOR MY MAINSTREET

Department: Town Attorney, Jim Maloney
Community Development, Jason Rogers

9. ORDINANCES

A. ORDINANCE NO. 9.184.1 - Second Reading

A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff Department

Department: Police Department, Andy Coleman

B. ORDINANCE NO. 3.25.1 - Second Reading

A Bill for an Ordinance Amending Ordinance No. 3.25 by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Country Meadows Planned Development

Department: Community Development, Stacey Nerger

C. ORDINANCE NO. 1.512.1 - Second Reading

A Bill for an Ordinance Approving the First Amendment to Easement Agreement to Parker Water and Sanitation District Tract D, Reata West Filing No. 1 to Correct the Plat Reference to Tract B, Reata West Filing No. 1, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

10. ADJOURNMENT

THE PARKER AUTHORITY FOR REINVESTMENT (PAR) MEETING WILL FOLLOW IMMEDIATELY AFTER THE TOWN COUNCIL MEETING IS ADJOURNED.

Parker Town Council/Parker Authority for Reinvestment
Combined Executive Session
Agenda

March 18, 2019

“To hold a conference with the Parker Town Attorney and the Attorney for the Parker Authority for Reinvestment to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al., Douglas County District Court Case No. 17CV30549

Parker Town Council

Executive Session Agenda

March 18, 2019

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

1. Section 13.04.200 of the Parker Municipal Code (uses permitted by special review)
2. Article XIV of the Home Rule Charter of the Town of Parker (Citizen Initiative Committee Affidavit concerning the zoning for the real property commonly known as PACE Lot 2 and Pine Curve)

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 4, 2019**

Mayor Mike Waid called the meeting to order at 5:50 P.M. Councilmember Debbie Lewis was absent.

John Diak moved that Debbie Lewis has a conflict of interest on Item 4 of the Executive Session Agenda.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(b) the first was to receive legal advice on specific legal questions concerning Gregory and Michelle Huff Notice of Claim for Damages pursuant to Colo. Rev. Stat. Section 24-10-109, the second was to receive legal advice on specific legal questions concerning Town of Parker v. Oltmann, et al., Colorado Court of Appeals Case No. 18CA0801, the third was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court Case No. 2018CV030354, the fourth was to receive legal advice on specific legal questions concerning Section 2.9 of of the Town of Parker Home Rule Charter, and the fifth was to receive legal advice on specific legal questions concerning Policy Number 1-2 of the Town of Parker Policy Manual (Elected Official Media Policy).

EXECUTIVE SESSION

Renee Williams moved and Joshua Rivero seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Josh Rivero moved and Renee Williams seconded to come out of Executive Session at 7:08 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:14 P.M.

The Pledge Allegiance was led by youth who were in the audience.

SPECIAL PRESENTATIONS

A. Rocky Vista University Recognition

- Dr. Clinton Adams
- Dr. Thomas Told
- Dr. Anthony LaPorta

Mayor Mayor Waid presented certificates to Dr. Clinton E. Adams, President and Chief Executive Officer, Dr. Thomas N. Told, Dean and Chief Academic Officer and Dr. Anthony J. LaPorta, Professor of Surgery and Military Medicine.

B. Teen Court Judges Swearing-In

- Judge Kevin Sidel and Carolyn Sheridan, Teen Court Coordinator

Teen Court Judges Whitney Humecky, Evan Fiechtner and Eric Fiechtner were sworn in by Municipal Court Judge Kevin Sidel.

Teen Court Coordinator Carolyn Sheridan explained the three levels of training to become a judge.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston gave an update on Parker Days and other Chamber activities.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelly Mango thanked Council for supporting small businesses and those in the downtown area. She introduced Board Members Todd Hendriks, Jeff Sands and Carrie Glassburn. Shelly also gave an update of their recent activities.

PUBLIC COMMENTS

Mayor Waid read a statement concerning Councilmember Debbie Lewis' incident.

The following individuals spoke on various subjects:

Charlie Cardel, Summerset Court
Shawn Morrissey, Pikes Peak Court
Joy Overbeck, E. Mann Ct.
Rita Young, Creekview Drive
Evelyn Zura, 5915 Ponderosa
Steve Curtis, E. Idyllwilde

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they attended since the last Council meeting.

CONSENT AGENDA

- A. APPROVAL OF MINUTES - February 19, 2019
- B. ORDINANCE NO.1.523.1 First Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: March 18, 2019
- C. ORDINANCE NO. 9.184.1 - First Reading
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff Department
Department: Police Department, Andy Coleman
Second Reading: March 18, 2019
- D. ORDINANCE NO. 3.25.1 - First Reading
A Bill for an Ordinance Amending Ordinance No. 3.25 by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Country Meadows Planned Development
Department: Community Development, Stacey Nerger
Second Reading: March 18, 2019
- E. ORDINANCE NO. 1.512.1 - First Reading
A Bill for an Ordinance Approving the First Amendment to Easement Agreement to Parker Water and Sanitation District Tract D, Reata West Filing No. 1 to Correct the Plat Reference to Tract B, Reata West Filing No. 1, 2nd Amendment
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: March 18, 2019
- F. RESOLUTION NO. 19-013
A Resolution to Approve the Senior Capital Pledge Agreement and the Termination of Intergovernmental Financing Agreement for Westcreek Metropolitan District Nos. 1 and 2
Department: Town Attorney, Kristin Schledorn

G. **RESOLUTION NO. 19-012**

A Resolution to Determine that the Stroh Road Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for April 15, 2019

*Department: Community Development, Carolyn Parkinson
Engineering/Public Works, Chris Hudson*

H. **RESOLUTION NO. 19-014**

A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 2, Block 10, Stroh Crossing Filing No. 1

*Department: Engineering/Public Works, Alex Mestdagh
Trakit No: SP 17-075*

I. **RESOLUTION NO. 19-015**

A Resolution to Amend Resolution No. 16-073, Series of 2016, Concerning the Town of Parker Records Retention Schedule Appendix E Regarding Methods of Record Destruction Pursuant to HB 18-1128

Department: Town Attorney, Kristin Schledorn

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Items 7A through 7I.

The motion was approved unanimously.

PUBLIC HEARINGS

RESOLUTION NO. 19-009 -- (Continued from February 4, 2019)

A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

Joshua Rivero moved to continue this item to March 18, 2019.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 9.285 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the E-470 Public Highway Authority and the Town of Parker Regarding the Maintenance of Overlapping Facilities

Department: Engineering/Public Works, Chris Hudson

This is an intergovernmental agreement (IGA) between the Town of Parker and the E-470 Public Highway Authority regarding maintenance responsibilities due to overlapping facilities.

The IGA documents previous agreements and verbal agreements are now included in a comprehensive written format. This comprehensive maintenance agreement will be helpful to current and future Town and E-470 staff. it is anticipated that this IGA will have to be amended from time-to-time in the future as additional development occurs.

Public Comment - None

Renee Williams moved to approve Ordinance No 9.285 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:06 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: March 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-017**
A Resolution Calling a Special Town Election on November 5, 2019, Concerning the Provision of High-Speed Internet Services, Telecommunication Services and/or Cable Television Services Within the Town of Parker and to Amend Certain Sections of the Town of Parker Home Rule Charter

Department: **Deputy Town Attorney, Kristin Schledorn**

EXECUTIVE SUMMARY

The purpose of this resolution is to call a special election for November 5, 2019, to submit to the electors ballot questions concerning the provision of high-speed internet services, telecommunication services and/or cable television services within the Town and to amend certain sections of the Home Rule Charter.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Section 15.10 of the Parker Home Rule Charter, the Charter may be amended at any general or special election called for such purpose upon questions which may be submitted to the electors by a majority of the Town Council. Section 2.10 of the Charter authorizes the Town Council to call a special election through passage of a resolution at least 30 days in advance of such election.

Ordinances proposing ballot questions concerning high-speed internet service at public buildings and amendments to the Charter will be presented for Town Council consideration in April.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

**ATTACHMENTS**

1. Resolution No. 19-017

RECOMMENDED MOTION

I move to approve Resolution No. 19-017, as part of the consent agenda.

RESOLUTION NO. 19-017, Series of 2019

TITLE: A RESOLUTION CALLING A SPECIAL TOWN ELECTION ON NOVEMBER 5, 2019, CONCERNING THE PROVISION OF HIGH-SPEED INTERNET SERVICES, TELECOMMUNICATION SERVICES AND/OR CABLE TELEVISION SERVICES WITHIN THE TOWN OF PARKER AND TO AMEND CERTAIN SECTIONS OF THE TOWN OF PARKER HOME RULE CHARTER

WHEREAS, Douglas County is conducting a coordinated election on November 5, 2019;

WHEREAS, the Town Council desires to hold a special election on November 5, 2019;
and

WHEREAS, pursuant to Section 2.10 of the Town of Parker Home Rule Charter, any special Town election may be called by resolution of the Council at least thirty (30) days in advance of such election.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. Town Council hereby calls for a special election to be held on November 5, 2019, concerning the provision of high-speed internet services, telecommunication services and/or cable television services within the Town of Parker and to amend certain sections of the Town of Parker Home Rule Charter, which election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: March 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-018**
A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 5, 2019

Department: Deputy Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

Douglas County is conducting a coordinated election on November 5, 2019. Pursuant to Section 2.1 of the Town of Parker Home Rule Charter and Section 1-7-116, C.R.S., the Town has the option of participating in the Douglas County coordinated election.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

If Town Council approves Resolution 19-017, the Town will hold a special election on November 5, 2019. If the Town desires to coordinate its election with Douglas County, the Town is required to provide notice to Douglas County in the manner provided by the Uniform Election Code. Adoption of this resolution will establish the Town's intent to participate in a coordinated election with Douglas County on November 5, 2019.

FINANCIAL IMPACT

The Town Clerk has budgeted funds for the 2019 election.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-018

RECOMMENDED MOTION

I move to approve Resolution 19-018, as part of the consent agenda.

RESOLUTION NO. 19-018, Series of 2019

TITLE: A RESOLUTION STATING THE TOWN'S INTENT TO PARTICIPATE IN THE DOUGLAS COUNTY COORDINATED ELECTION ON NOVEMBER 5, 2019

WHEREAS, Douglas County is conducting a coordinated election on November 5, 2019;

WHEREAS, the Town is holding an election on November 5, 2019;

WHEREAS, pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election; and

WHEREAS, the Town desires to participate in the Douglas County coordinated election.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town of Parker's November 5, 2019, election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to C.R.S. § 1-11-111(2), all powers and authority granted to the Town Council may be exercised by the designated election official.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: March 18, 2019
Submitted By: Danny Smith, Streets Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **2019 Townwide Slurry/Chip Seal Program (CIP 19-005)**

Amount: \$1,872,620.02
Contractor: Vance Brothers
Department: Engineering/Public Works, Danny Smith

EXECUTIVE SUMMARY

The purpose of this item is to request that the Town Council approve the award of a trade contractor agreement with Vance Brothers for the 2019 Townwide Slurry/Chip Seal Program (CIP 19-005) in the amount of \$1,872,620.02. It is essential that the Town of Parker maintain and enhance our public infrastructure through annual roadway maintenance programs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publically opened competitive bids on February 21, 2019, for the Townwide Slurry/Chip Seal Program (CIP 19-005). This program will include a chip-seal preservation application on collector streets and a slurry-seal preservation application on residential streets throughout the Town. Additional information for this program will soon be found on the Town's website as well as presented in an upcoming Town Council Study Session.

The Town received two (2) sealed bids from contractors, with Vance Brothers being the lowest responsible bidder. Vance Brothers has performed as a prime contractor and successfully completed several pavement preservation programs in the past with the Town of Parker. Therefore, Town staff recommends moving forward with this contract award. The bids were as follows:

- | | |
|--------------------|----------------|
| 1.) Vance Brothers | \$1,872,620.02 |
| 2.) A-1 Chipseal | \$1,979,261.44 |

Engineer's Estimate \$1,991,714.73

FINANCIAL IMPACT

Funding for this contract has been appropriated in the Public Works/Streets Division repair and maintenance (R&M) accounts.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.



Request for Town Council Action

Date: March 18, 2019

Submitted By: Tom Gill, Associate Project Manager
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Motsenbocker Road Widening - Mainstreet to Todd Drive
(CIP18-009) Professional Services Agreement**

Amount: \$184,425.00

Contractor: Stanley Consultants Inc.

Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consultants Inc., for the construction management and material testing services for the Motsenbocker Road Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Requests for proposals were sent out to the three engineering firms that are on the Town's on-call list for construction management and material testing services for the Motsenbocker Road Widening Project. After reviewing the three proposals, Stanley Consultants is the most qualified and is best suited for this particular project. Stanley Consultants has provided construction management and material testing on several Town capital improvement projects in the past with good results.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.



Request for Town Council Action

Date: March 18, 2019

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Professional Services Agreement for Construction Management, Inspection and Material Testing Services for the Schoolhouse Plaza and Parking Lot Project**

Amount: \$123,145.00

Contractor: EST Comprehensive Engineering Services

Department: Engineering/Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with EST Comprehensive Engineering Services (EST) for construction management, inspection and material testing services related to the Schoolhouse Plaza and Parking Lot Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In February 2019, Town Council approved a Site Plan application submitted by the Cultural Department for the reconstruction of the Schoolhouse parking lot and construction of a new interactive public plaza between the Schoolhouse and Ruth Memorial Chapel. To ensure the quality of construction, professional services are necessary for construction management, inspection and material testing (CMIT) efforts of this capital improvement project. In 2018, engineering staff publicly advertised for firms to submit proposals for on-call CMIT services for up to a five year term renewable each year beginning in January 2019. The selected firms provided proposals for this project with EST being the most qualified for the project. EST has the experience and expertise to perform this needed service.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Schoolhouse Fund (205-4545).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation as part of the consent agenda.



Request for Town Council Action

Date: March 18, 2019
Submitted By: Dave Aden, Traffic Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **2019 Townwide Pavement Markings - Long Line Project (CIP 19-011)**

Amount: \$127,205.50
Contractor: KSI - Kolbe Striping Inc.
Department: Engineering/Public Works, Dave Aden

EXECUTIVE SUMMARY

The purpose of this item is to request that the Town Council approve the award of a trade contractor agreement with KSI-Kolbe Striping Inc., for the 2019 Townwide Pavement Markings - Long Line project (CIP19-011) for \$127,205.50. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement marking inventory includes, but is not limited to, several configurations including double yellow center lines, white channelization lines, white-lane lines and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental damage (sun and weather). The Town specifies epoxy based paint for long-line markings due to its superior durability over standard alkyd paint. Applying the epoxy based paint requires specialty equipment the Town does not possess due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

Staff identified the roadway segments that required this maintenance and estimated approximately 1,700 gallons of paint. These quantities were used as a basis for the public bid process.

The Town publicly opened bids on March 6, 2019. Four (4) contractors submitted bids with KSI-Kolbe Striping Inc. being the lowest responsible bidder at \$127,205.50. Kolbe Striping has completed prior long-line pavement marking contracts for the Town with satisfactory results. Therefore, Town staff recommends award of this contract to Kolbe Striping.

The bids the Town received were as follows:

KSI-Kolbe Striping - \$127,205.50

American Striping - \$129,155.50

RoadSafe Traffic - \$132,553.75

Colorado Barricade - \$138,660.00

Engineer's Estimate - \$120,000

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2019 Budget under Traffic Services in the general fund (101-4312).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation as a part of the consent agenda.



Request for Town Council Action

Date: March 18, 2019

Submitted By: Rhonda Willey, Accounting Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO.1.523.1 - Second Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Mary Lou Brown**
Finance, Rhonda Willey

EXECUTIVE SUMMARY

This item is for budget revision for the 2019 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year budget are submitted to Council for consideration several times a year. This ordinance covers two categories of adjustments.

1. Carryovers, which are the reappropriation of an unspent appropriation from the prior year to the current year.
2. Amendments, which consist of additional or new appropriation requests that were not anticipated at the time of the development of the budget.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may be made.

FINANCIAL IMPACT

Fund	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General	\$ 560,435	\$ 1,665,141	\$ 2,225,576	\$ 557,045	\$ 1,668,531
Parks and Recreation	2,825,000	3,227,175	6,052,175	2,825,000	3,227,175
Law Enforcement Assistance	900	-	900	-	900
Cultural	3,710	923,597	927,307	-	927,307
Recreation	25,000	174,000	199,000	-	199,000
Capital Improvement	-	8,904,075	8,904,075	-	8,904,075
Stormwater	3,056,000	1,591,907	4,647,907	3,056,000	1,591,907
Fleet Services	21,900	90,464	112,364	-	112,364
Information Technology	-	38,520	38,520	-	38,520
Medical Benefits	1,800	-	1,800	1,800	-
Total all funds	\$ 6,494,745	\$ 16,614,879	\$ 23,109,624	\$ 6,439,845	\$ 16,669,779

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.523.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.523.1 on second reading.

ORDINANCE NO. 1.523.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2019 Revised Budget Ordinance 1.523.1

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 20,840,284
Revenue		51,428,521
Revenue revision	557,045	# 557,045
Total revised revenue		51,985,566
Total available		72,825,850
Expenditures		52,475,218
2018 Carryover	1,665,141	
Supplemental appropriation	560,435	
Total expenditure revision		2,225,576
Total revised expenditures		54,700,794
Ending fund balance		\$ 18,125,056
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 9,333,964
Revenue		8,689,160
Revenue revision	2,825,000	2,825,000
Total revised revenue		11,514,160
Total available		20,848,124
Expenditures		9,193,446
2018 Carryover	3,227,175	
Supplemental appropriation	2,825,000	
Total expenditure revision		6,052,175
Total revised expenditures		15,245,621
Ending fund balance		\$ 5,602,503

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance (unaudited)		\$ 142,127
Revenue		<u>120,600</u>
Total available		<u>262,727</u>
Expenditures		93,167
Supplemental appropriation	<u>900</u>	
Total expenditure revisions		<u>900</u>
Total revised expenditures		<u>94,067</u>
Ending fund balance		<u><u>\$ 168,660</u></u>
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,546,199
Revenue		<u>5,341,099</u>
Total available		<u>6,887,298</u>
Expenditures		5,679,121
2018 Carryover	923,597	
Supplemental appropriation	<u>3,710</u>	
Total expenditure revisions		<u>927,307</u>
Total revised expenditures		<u>6,606,428</u>
Ending fund balance		<u><u>\$ 280,870</u></u>

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 2,263,244
Revenue		<u>8,314,845</u>
Total available		<u>10,578,089</u>
Expenditures		9,208,631
2018 Carryover	174,000	
Supplemental appropriation	<u>25,000</u>	
Total expenditure revisions		<u>199,000</u>
Total revised expenditures		<u>9,407,631</u>
Ending fund balance		<u><u>\$ 1,170,458</u></u>
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 21,214,850
Revenue		<u>11,595,263</u>
Total available		<u>32,810,113</u>
Expenditures		6,825,000
2018 Carryover	<u>8,904,075</u>	
Total expenditure revisions		<u>8,904,075</u>
Total revised expenditures		<u>15,729,075</u>
Ending fund balance		<u><u>\$ 17,081,038</u></u>

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

March 4, 2019

2nd Reading

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 6,691,421
Revenue		2,441,300
Revenue revision	3,056,000	3,056,000
Total revised revenue		<u>5,497,300</u>
Total available		<u>12,188,721</u>
Expenditures		2,132,813
2018 Carryover	1,591,907	
Supplemental appropriation	3,056,000	
Total expenditure revisions		<u>4,647,907</u>
Total revised expenditures		<u>6,780,720</u>
Ending fund balance		<u><u>\$ 5,408,001</u></u>
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,734,242
Revenue		<u>2,587,703</u>
Total available		<u>4,321,945</u>
Expenditures		1,750,498
2018 Carryover	90,464	
Supplemental appropriation	21,900	
Total expenditure revisions		<u>112,364</u>
Total revised expenditures		<u>1,862,862</u>
Ending fund balance		<u><u>\$ 2,459,083</u></u>

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Information Technology Fund</u>		
Beginning fund balance (unaudited)		\$ 1,899,378
Revenue		<u>3,458,634</u>
Total available		<u>5,358,012</u>
Expenditures		3,706,185
2018 Carryover	<u>38,520</u>	
Total expenditure revisions		<u>38,520</u>
Total revised expenditures		<u>3,744,705</u>
Ending fund balance		<u><u>\$ 1,613,307</u></u>
<u>Medical Benefits Fund</u>		
Beginning fund balance (unaudited)		\$ 677,304
Revenue		3,817,501
Revenue revision	<u>1,800</u>	<u>1,800</u>
Total revised revenue		<u>3,819,301</u>
Total available		<u>4,496,605</u>
Expenditures		3,641,000
Supplemental appropriation	<u>1,800</u>	
Total expenditure revisions		<u>1,800</u>
Total revised expenditures		<u>3,642,800</u>
Ending fund balance		<u><u>\$ 853,805</u></u>

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.523.1**

1st reading 03/04/2019

2nd reading 03/18/2019

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 560,435	\$ 1,665,141	\$ 2,225,576	\$ 557,045	\$ 1,668,531
Parks and Recreation Fund	2,825,000	3,227,175	6,052,175	2,825,000	3,227,175
Law Enforcement Assistance Fund	900	-	900	-	900
Cultural Fund	3,710	923,597	927,307	-	927,307
Recreation Fund	25,000	174,000	199,000	-	199,000
Capital Improvement Fund	-	8,904,075	8,904,075	-	8,904,075
Stormwater Fund	3,056,000	1,591,907	4,647,907	3,056,000	1,591,907
Fleet Services Fund	21,900	90,464	112,364	-	112,364
Information Technology Fund	-	38,520	38,520	-	38,520
Medical Benefits Fund	1,800	-	1,800	1,800	-
Total all funds	<u>\$ 6,494,745</u>	<u>\$ 16,614,879</u>	<u>\$ 23,109,624</u>	<u>\$ 6,439,845</u>	<u>\$ 16,669,779</u>

Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
General Fund	
Kronos timekeeping upgrade, payroll and human resources conversion - continue to 2019	43,800
Caselle document management - continue to 2019	5,000
Town-wide compensation study	23,525
Urban Design project started late 2018, continue to 2019	19,885
Parker Road Corridor Plan - multi-year, continue to 2019	65,430
Land Development Ordinance Modernization - multi-year project, continue to 2019	291,996
Landscape - parks dedication, started 2018 continue to 2019	20,000
Peaslee Survey determination - project delayed to 2019	3,200
Town Hall building controls - project budgeted 2018 - delayed until 2019	20,000
Town Hall VAV Zone Valves project budgeted 2018 - delayed to 2019	39,000
Impact Fee study - continuing to 2019	65,000
Patrol vehicles purchased in 2018 damaged during transport - delivery in 2019	116,684
Complete Police records management system project	713,331
Evidence freezer purchased in 2018, deliver 2019	5,716
Snow plow blades ordered 2018 delivery 2019	10,283
Existing contract for bridge design	7,400
Park Glenn Way concrete pavement started in 2018 - complete in 2019	46,500
Complete McCabe Meadows parking lot slurry seal	7,600
Existing contract for Country Meadows Square traffic signal design	4,300
Existing contract for North Parker Road operational improvement design	17,200
Pedestrian crossing and signal warrant studies started 2018 - complete 2019	7,703
Sign replacement project bid 2018, complete 2019	35,707
Traffic signal pole/arm parts ordered 2018, delivery 2019	6,312
Lighting repair for traffic	28,144
Lighting upgrade for traffic	29,425
Ancillary marketing support - "Story" videos - continuing to 2019	12,500
Survey work to support Bowey annexation - contracted 2018, start 2019	2,500
Economic Planning Systems - sub area feasibility study	9,000
Parker Premise Warehouse - support of litigation - requested late 2018, continuing to 2019	8,000
Total General Fund carryover revision	\$1,665,141

Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
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Parks and Recreation Fund

Senior Center study	35,000
East/West trail - final segment and intersection enhancements at Todd Rd	264,992
Harvie Open Space Plan and Development	1,686,815
Existing contract to complete preliminary constraints analyses for East/West trail undercrossing of Jordan Road	35,000
Reseeding and landscaping restoration and sidewalk repair for Sulphur Gulch Trail	10,000
Park identification signage for Auburn Hills Park	10,000
Discovery Park warranty mitigation and additional site furniture	25,400
Reseeding and minor grading mitigation concrete trail Salisbury Park	10,000
Reseeding and minor grading mitigation Auburn Hills Trail connection	10,000
Bar CCC Parking lot construction	1,010,000
Existing contract High Plains Trail construction	47,468
Design and installation of court dividers for Pickleball courts	7,500
Existing contract for Auburn Hills Park design work	75,000

<i>Total Parks and Recreation Fund carryover revision</i>	\$3,227,175
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Cultural Fund

Signage for Schoolhouse purchase delayed due to design of Plaza and Parking Lot	19,500
Schoolhouse Parking Lot and Plaza construction	904,097

<i>Total Cultural Fund carryover revision</i>	\$923,597
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Recreation Fund

Recreation Center boiler replacement - delay to 2019	80,000
Fitness equipment at Recreation Center needed replaced late 2018 - will purchase 2019	20,000
H2O'Brien renovate front desk area and concrete repair not completed in 2018 - continue to 2019	74,000

<i>Total Recreation Fund carryover revision</i>	\$174,000
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Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
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Public Improvement Fund

Chambers/Cottonwood traffic signal construction - started 2018 - complete 2019	65,500
Canterberry/Idyllwilde traffic signal construction budgeted 2018 - complete 2019	117,181
Jordan/Parkerhouse traffic signal design - started 2018, complete 2019	9,200
Reconstruction Parkglenn Way retaining wall continuing to 2019	268,411
Sidewalk gap closures project started late 2018, continue to 2019	11,400
Roadway safety enhancements budgeted in 2018, complete 2019	131,163
Townwide sign program continuing to 2019	430,700
Jordan Road widening - Hess to Bradbury Parkway continuing to 2019	836,820
Chambers Road - Mainstreet to Hess continuing to 2019	116,155
Lincoln median concrete project awarded late 2018, continue to 2019	888,400
Dransfeldt extension design - Delayed due to IGA - resume 2019	95,000
Summerset Lane extension - project delayed - resume in 2019	329,300
Motsenbocker widening - Clarke Farms to Todd Drive - continuing to 2019	3,347,200
Cottonwood widening 0 Jordan to Parker Road design - continuing to 2019	36,700
Mainstreet North side sidewalk design - continuing to 2019	37,200
J Morgan Extension design - continuing to 2019	131,700
Kings Point Way project delayed due to IGA - continuing to 2019	1,822,545
Powerline undergrounding continued to 2019	209,500
Parker Road sidewalk project revegetation and landscaping	20,000

Total Public Improvement Fund carryover revision	\$8,904,075
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Stormwater Fund

Engineering needs assessment update started in 2018 - complete in 2019	30,000
Cherry Creek Master Plan update 2018 project delayed until 2019	15,000
Lemon Gulch drainage improvements	1,504,577
Newlin Gulch at East/West Trail revegetation	7,410
Parkglenn Trickle Channel revegetation	4,397
McCabe Meadows revegetation	8,850
Sierra Middle School revegetation	21,673

Total Stormwater Fund carryover revision	\$1,591,907
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Fleet Fund

Fleet replacement - Police vehicles totaled late 2018 due to accidents	90,464
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Total Fleet Fund carryover revision	\$90,464
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Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
Information Technology Fund	
Netapp installation delayed - continue to 2019	7,500
Xirrus annual maintenance - to be billed in 2019 due to reorganization	4,800
Firewall for SDWAN project - started 2018, finishing 2019	6,000
SDWAN project started 2018, completed 2019	20,220
<i>Total Information Technology Fund carryover revision</i>	\$38,520
<i>Total carryover revision</i>	\$16,614,879

Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1

1st reading 03/04/2019

2nd reading 03/18/2019

Expenditures**General Fund**

Reduce General Fund contingency to use for overage on fleet replacement for vehicles that were in accidents late 2018	(21,900)
Additional of part time staff for Sales Tax division - funded by additional audit revenue	27,000
Town Clerk part time benefitted position to be filled in 2019	34,500
Additional legal expenditures expected in 2019 - funded by judgement	16,295
Teen Court expenditure of 2018 restricted revenue	2,140
Right of Way Vegetation Enhancement Program - funded by PSCo Mitigation agreement	304,000
Tree/Landscape Program - funded by PSCo Mitigation agreement	185,500
Night vision goggles for SWAT team - funded by seizure revenue	12,900

Total General Fund expenditure supplemental revision	\$560,435
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Parks & Recreation Fund

Rowley Downs Trail Connection - funded by PSCo Mitigation agreement	305,000
Olde Town Mid-block Trail Connection - funded by PSCo Mitigation agreement	50,000
Auburn Hills Community Park - funded by PSCo Mitigation agreement	1,170,000
East/West Trail grad under crossing at Jordan Road - funded by PSCo Mitigation agreement	1,300,000

Total Parks & Recreation Fund expenditure supplemental revision	\$2,825,000
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Law Enforcement Assistance Fund

Workers compensation premium correction	900
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Total Parks & Recreation Fund expenditure supplemental revision	\$900
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Cultural Fund

Cultural education scholarship expenditure of 2018 restricted revenue	3,710
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Total Cultural Fund expenditure supplemental revision	\$3,710
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Recreation Fund

Special Interest Division budget error correction for professional services	25,000
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Total Recreation Fund expenditure supplemental revision	\$25,000
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Town of Parker**Exhibit A****Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1**

1st reading 03/04/2019

2nd reading 03/18/2019

Stormwater Utility Fund

Lemon Gulch at Tributary at Hess Ranch -

funded by developer contribution

500,000

Green Acres Tributary at Compark Village South -

funded by developer contribution

470,000

Lemon Gulch downstream of Crowfoot Valley Road -

funded by developer contribution

1,786,000

West Stroh Gulch at Anthology North - funded by developer contribution

300,000

Total Stormwater Utility Fund expenditure supplemental revision

\$3,056,000**Fleet Service Fund**

Additional funding to replace fleet vehicles that were in accidents in late 2018.

Funding coming from General Fund contingency

21,900

Total Fleet Services Fund expenditure supplemental revision

\$21,900**Medical Benefits Fund**

Employee wellness program expenditures - funded by Cigna

1,800

Total Medical Benefits Fund expenditure supplemental revision

\$1,800***Total expenditure supplemental revision***

\$6,494,745

Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1

1st reading 03/04/2019

2nd reading 03/18/2019

Revenues**General Fund**

Reduce Communications sponsorship revenue to fix error	(11,650)
Sales tax audit revenue - cover additional sales tax part time staff	50,000
Legal judgement received	16,295
PSCo Mitigation Agreement	489,500
Seizure Fund - cover night vision goggles for SWAT	12,900

<i>Total General Fund revenue supplemental revision</i>	\$557,045
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Parks & Recreation Fund

PSCo Mitigation Agreement	2,825,000
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<i>Total Parks & Recreation Fund revenue supplemental revision</i>	\$2,825,000
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Stormwater Utility Fund

Developer contribution - Lemon Gulch at Tributary at Hess Ranch	500,000
Developer contribution - Green Acres Tributary at Compark Village South	470,000
Developer contribution - Lemon Gulch downstream of Crowfoot Valley Road	1,786,000
Developer contribution - West Stroh Gulch at Anthology North	300,000

<i>Total Stormwater Utility Fund revenue supplemental revision</i>	\$3,056,000
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Medical Benefits Fund

Cigna contribution towards employee wellness program	1,800
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<i>Total Medical Benefits Fund revenue supplemental revision</i>	\$1,800
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<i>Total revenue supplemental revision</i>	\$6,439,845
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Request for Town Council Action

Date: March 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-009 -- (Continued from March 4, 2019)**
A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

The purpose of Resolution No. 19-009 is to approve the request by Chambers Highpoint Metropolitan District Nos. 1 and 2 (the "Chambers Highpoint Districts") to amend their consolidated service plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 3, 2016, the Town Council, by Resolution No. 16-063, approved the original consolidated service plan for the Districts (the "Original Service Plan"). Under the Original Service Plan, the Chambers Highpoint Districts were authorized to assess and collect a Development Fee, not to exceed \$2,000 for each single-family detached residential unit, not to exceed \$1,500 for each single-family attached or multi-family residential unit, and not to exceed \$0.25 per square for each structure other than a single-family or multi-family residential structure.

The Chambers Highpoint Districts are requesting the First Amendment to authorize the same Development Fees as are permitted to be assessed and collected by the Belford Districts under the Amended and Restated Service Plans for those districts. The proposed First Amendment, which otherwise generally conforms to the Town's Model Service Plan, would authorize the Chambers Highpoint Districts to assess and collect a Development Fee not to exceed \$25,000

for each single-family detached residential unit, not to exceed \$20,000 for each single-family attached or multi-family residential unit, and not to exceed \$25,000 per single family equivalent (“SFE”) of water and/or wastewater demand for uses other than a single-family or multi-family residential structure.

The increases in the Development Fees are necessary so that residents, tenants and property owners within the Chambers Highpoint Districts are able to obtain water and sanitary sewer taps to serve their properties and to pay for the infrastructure required to connect the taps to the water and sewer provider, as set forth in the Amended and Restated Regional Water and Wastewater Service Agreement between Stonegate Village Metropolitan District and Compark Business Campus Metropolitan District.

Town Council approved a related request by the Belford Metropolitan Districts in 2018 to amend and restate their service plans, to grant them authority to assess and collect Development Fees in the same amounts outlined above and to collect Development Fees from property within the Chambers Highpoint Districts.

The public hearing for this matter was scheduled for February 4, 2019, and notice was given as provided by the Special District Act. At the February 4, 2019 meeting, the Town Council continued the public hearing to March 4, 2019, at which time the Town Council again continued the public hearing to March 18, 2019.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-009
2. Chambers Highpoint exhibit 20190122 #1
3. Summary Report Chambers Highpoint REV 03072019

RECOMMENDED MOTION

I move to approve Resolution No. 19-009.

RESOLUTION NO. 19-009, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO CONSOLIDATED SERVICE PLAN FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 1 AND CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 2

WHEREAS, by Resolution No. 16-063, the Town Council of the Town of Parker (the “Town”) on October 3, 2016, approved a Consolidated Service Plan (“Original Service Plan”) for the organization of the Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (“Districts”); and

WHEREAS, the Districts were organized pursuant to Orders and Decrees issued by the District Court of Douglas County on November 22, 2016, and recorded on December 1, 2016, at Reception Nos. 2016087393 and 2016087394 of the County of Douglas, Colorado, real property records; and

WHEREAS, a First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (“Service Plan Amendment”) was filed in the office of the Town Clerk of the Town of Parker; and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special Districts Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans and service plan amendments for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan Amendment for the Districts; and

WHEREAS, a copy of the Service Plan Amendment is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan Amendment was duly published in the *Douglas County News-Press* on January 10, 2019, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on January 10, 2019, to all property owners within the boundaries of the Districts, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts’ boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the Districts are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the Service Plan Amendment for the Districts on February 4, 2019, which was continued to March 4, 2019 and then to March 18, 2019; and

WHEREAS, the Town Council considered the Service Plan Amendment, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special Districts Act and the Code, relating to the filing of the Service Plan Amendment for the Districts, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan Amendment for the Districts, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. That the existing service in the area to be served by the Districts continues to be inadequate for present and projected needs;
3. That the Districts are capable of providing economical and sufficient service to the area within their boundaries;
4. That the area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the Districts are compatible with the facility and service standards of the Town;
7. That the Service Plan Amendment is in substantial compliance with the Town's master plan;

8. That the Service Plan Amendment is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

9. That approval of the Service Plan Amendment for the Districts will be in the best interests of the area to be served;

10. That approval of the Service Plan Amendment for the Districts will be in the best interests of the residents or future residents of the area proposed to be served;

11. That the Service Plan Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan Amendment for the Districts will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the Districts.

Section 4. The Town Council hereby finds that approval of the Service Plan Amendment is in the best interests of the property to be served, the Town and the Districts.

Section 5. The Town Council hereby approves the Service Plan Amendment for the Districts as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this ____ day of March, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1
Service Plan Amendment

EXHIBIT 1

FIRST AMENDMENT TO CONSOLIDATED SERVICE PLAN FOR

FOR

CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 1

and

CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 2

Town of Parker,

County of Douglas, Colorado

Service Plan approved on October 3, 2016

First Amendment approved on [March 18, 2019]

I. INTRODUCTION

The Consolidated Service Plan (“**Service Plan**”) for the Chambers Highpoint Metropolitan Districts Nos. 1 - 2 (the “**Districts**”), was approved by the Town of Parker (“**Town**”) pursuant to Resolution No. 16-063 on October 3, 2016. The Districts were organized to finance public improvements for the benefit of the residents, property owners, and taxpayers of the Districts. This Combined First Amendment to Service Plan (“**First Amendment**”) is applicable to both Districts and is intended to be read in conjunction with the Service Plan.

II. FIRST AMENDMENT

The increases in the Development Fee set forth in this First Amendment are necessary so that residents, tenants and property owners within the Districts are able to obtain water and sanitary sewer taps to serve their property, and to pay for the infrastructure required to connect the taps to the water and sewer provider, as set forth in that certain Amended and Restated Regional Water and Wastewater Service Agreement dated October 10, 2016, between Stonegate Village Metropolitan District and Compark Business Campus Metropolitan District.

As of the date of this First Amendment, the Districts have no residents. The Boards of Directors (the “**Board**”) of the Districts have determined that it is in the best interests of future residents, property owners and taxpayers of the Districts to amend Section VI.F of the Service Plan to increase the Development Fee in order to pay water and sanitary sewer tap fees and to pay for infrastructure that will enable the property in the Districts to receive water and sanitary sewer services. The Board of Directors believes that the Development Fee increase will best serve the economic interests of the Districts’ current and future property owners, electors and residents. Except for the changes to the Development Fees, there have been no material changes to any of the information, assumptions or projections furnished in the initial Service Plan and reviewed by the Town.

III. AMENDMENTS

A. Section II. Definitions of the Service Plan shall be amended to revise and restate the definition of Development Fee and to include the following definition of SFE, to read in full as follows:

Development Fee: means the one-time development or system development fee imposed by the Districts on a per-unit (residential) or per-SFE (non-residential) basis at or prior to the issuance of a certificate of occupancy for any unit or structure, imposed in accordance with Section VI.F. of the Service Plan. The Development Fee may be used to purchase taps and to pay for the infrastructure that will enable the residents, tenants and property owners in the Districts to receive water and sanitary sewer service.

SFE: means the equivalent water or sewer service demand associated with a single family residential unit (based on a ¾ inch tap), as from time to time set forth and revised in the Rules and Regulations of Stonegate Village Metropolitan District.

B. Section VI. F. Debt Repayment Sources of the Service Plan shall be amended to read in full as follows:

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. In no event shall the debt service mill levy in any District exceed the Commercial Maximum Debt Mill Levy or the Residential Maximum Debt Mill Levy, as applicable, or the Maximum Debt Mill Levy Imposition Term for Residential Districts.

The Districts may also collect a Development Fee from property within the Service Area, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached or attached residential unit, the Development Fee shall not exceed Twenty-five Thousand Dollars (\$25,000).

2. For each multi-family residential unit, the Development Fee shall not exceed Twenty Thousand Dollars (\$20,000).

3. For uses other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-five Thousand Dollars (\$25,000) per SFE of water and/or wastewater demand.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the Districts shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

IV. EFFECT OF FIRST AMENDMENT

Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

EXHIBIT 2

Affidavit of Publication

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 10th day of January A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)

County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10th day of January A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073810
My Commission Expires 02-22-2022

My Commission Expires 02/22/22



Notary Public

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR
CHAMBERS HIGHPOINT METROPOLITAN
DISTRICT NOS. 1-2, TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town Council for the Town of Parker, Douglas County, State of Colorado (the "Town"), a First Amendment to the Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2 (the "Districts"). A map of the Districts and the Service Plan are on file in the office of the Town Council for the Town of Parker, 20120 E. Mainstreet Parker, CO 80138 and are available for public inspection.

NOTICE IS FURTHER GIVEN that the Town Council will hold a public hearing at or about 7:00 p.m. or soon thereafter, on Monday, the 4th day of February, 2019, in the Town Hall Board Room located at 20120 E. Mainstreet Parker, CO 80138 for the purpose of considering the adequacy of the First Amendment to the Consolidated Service Plan for Chambers High Point Metropolitan District Nos. 1-2 ("First Amendment") and to form a basis for a resolution approving, disapproving or conditionally approving the First Amendment. All protests and objections must be submitted in writing to the Town Council at or prior to such public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the First Amendment shall be deemed waived unless presented at the time and in the manner specified in this Notice.

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NOTICE IS FURTHER GIVEN that, subject to further amendment of the service plan, the maximum debt service mill levy for shall be 42.827 mills for the residential property and 50 mills for the commercial property as described in the service plan, subject to adjustment as provided in the service plan. The Districts shall not impose a debt service mill levy for more than forty (40) years after the year of the initial imposition of such debt service

EXHIBIT 3

Certificate of Mailing of Notice of Hearing to Property Owners and Three Mile Radius Entities

EXHIBIT A
NOTICE OF HEARING

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1-2, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

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Published in: The Douglas County News-Press
Published on: January 10, 2019

EXHIBIT B

**LIST OF PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE DISTRICTS AND
TAXING ENTITIES WITHIN A 3-MILE RADIUS OF THE DISTRICTS**

Airport Vista Metro District 1 & 2
Cordillera Corporation
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Antelope Heights Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Arapahoe County Water & Wastewater
PIDArapahoe County Board of
Commissioners
5334 S Prince St
Littleton, CO 80166-0001

Belford North Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Carousel Farms Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Chambers Highpoint Metro District 1 &
2Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Cherry Creek Basin Water Quality
AuthorityCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

City of Aurora
15151 E Alameda Pkwy, Finance - 5th Flr
Aurora, CO 80012

City of Lone Tree
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

COMPARK 190 LLC
4600 S ULSTER ST STE 1400
DENVER, CO 802372850

Compark Business Campus Metro
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt SvcCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt Svc 2CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Concord Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
20120 E Mainstreet
Parker, CO 80138

Cottonwood Highlands Metro District 1 &
2White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cottonwood Metro District
8334 Sandreed Cir
Parker, CO 80134

Cottonwood Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Cottonwood Water & Sanitation District
Debt SvcMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Douglas County GovernmentDouglas
County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance
Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Soil Conservation District
PO Box 688
Franktown, CO 80116

Douglas Public Library District
100 S Wilcox St
Castle Rock, CO 80104

E-470 Potomac Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

E-470 Public Highway Authority
22470 E Sixth Pkwy Ste 100
Aurora, CO 80018

Grandview Estates Rural Water
Conservation
PO Box 4292
Parker, CO 80134

Highfield Metro District
Bradbury Companies
9380 Station St Ste 500
Lone Tree, CO 80124

Inverness Metro Improvement District
Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Kings Point South Metro District 1 &
2White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Lincoln Creek Metro DistrictSpencer Fane
LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Lincoln Meadows Metro District
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Lincoln Park Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Lincoln Station Metro DistrictBradbury
Properties
9380 Station St Ste 400
Lone Tree, CO 80124

Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 1-4
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Neu Towne Metro District
304 Inverness Way S Ste 490
Englewood, CO 80112

North Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Olde Town Metro DistrictCommunity
Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Omnipark Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Omnipark Metro District Debt Service
1CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Overlook Metro DistrictMcGeady Becher
PC
450 E 17th Ave Ste 400
Denver, CO 80203

Park Meadows Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Parker Automotive Metro DistrictWhite,
Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Central Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Homestead Metro DistrictSpecial
District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Road Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Water & Sanitation District
18100 E Woodman Dr
Parker, CO 80134

Rampart Range Metro District 1-
6CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Regency Metro DistrictSpecial District
Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regional Transportation District

1600 Blake St
Denver, CO 80202

Sierra Ridge Metro District 1-2

Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Meridian Metro District

6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Metro Fire Rescue Fire Protection District

9195 E Mineral Ave
Centennial, CO 80112

South Suburban Park & Recreation District

6631 S University Blvd
Centennial, CO 80121

Southeast Public Improv Metro District

Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Southgate Sanitation District

3722 E Orchard Rd
Centennial, CO 80121

Southgate Water District

3722 E Orchard Rd
Centennial, CO 80121

Stonegate Village Metro District

10252 Stonegate Pkwy
Parker, CO 80134

Town of Parker

20120 E Mainstreet
Parker, CO 80138

Urban Drainage & Flood Control District

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Urban Drainage & Flood South Platte

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Villas Metro District

Teleos Management
191 University Blvd #358
Denver, CO 80206

Westcreek Metro District 1-2

Norton & Smith PC
1331 17th St Ste 500
Denver, CO 80202

EXHIBIT C
PROOF OF PUBLICATION

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

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for the Douglas County News Press

State of Colorado)

County of Arapahoe

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LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073810
My Commission Expires 02-22-2022

My Commission Expires 02/22/22



Notary Public

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
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NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR
CHAMBERS HIGHPOINT METROPOLITAN
DISTRICT NOS. 1-2, TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

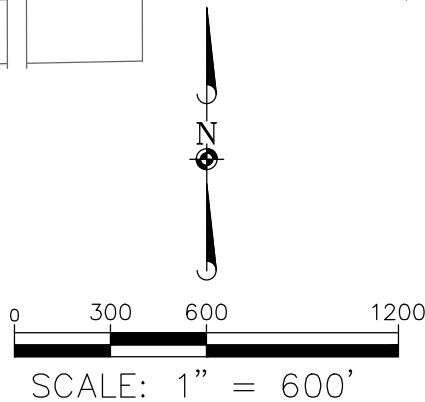
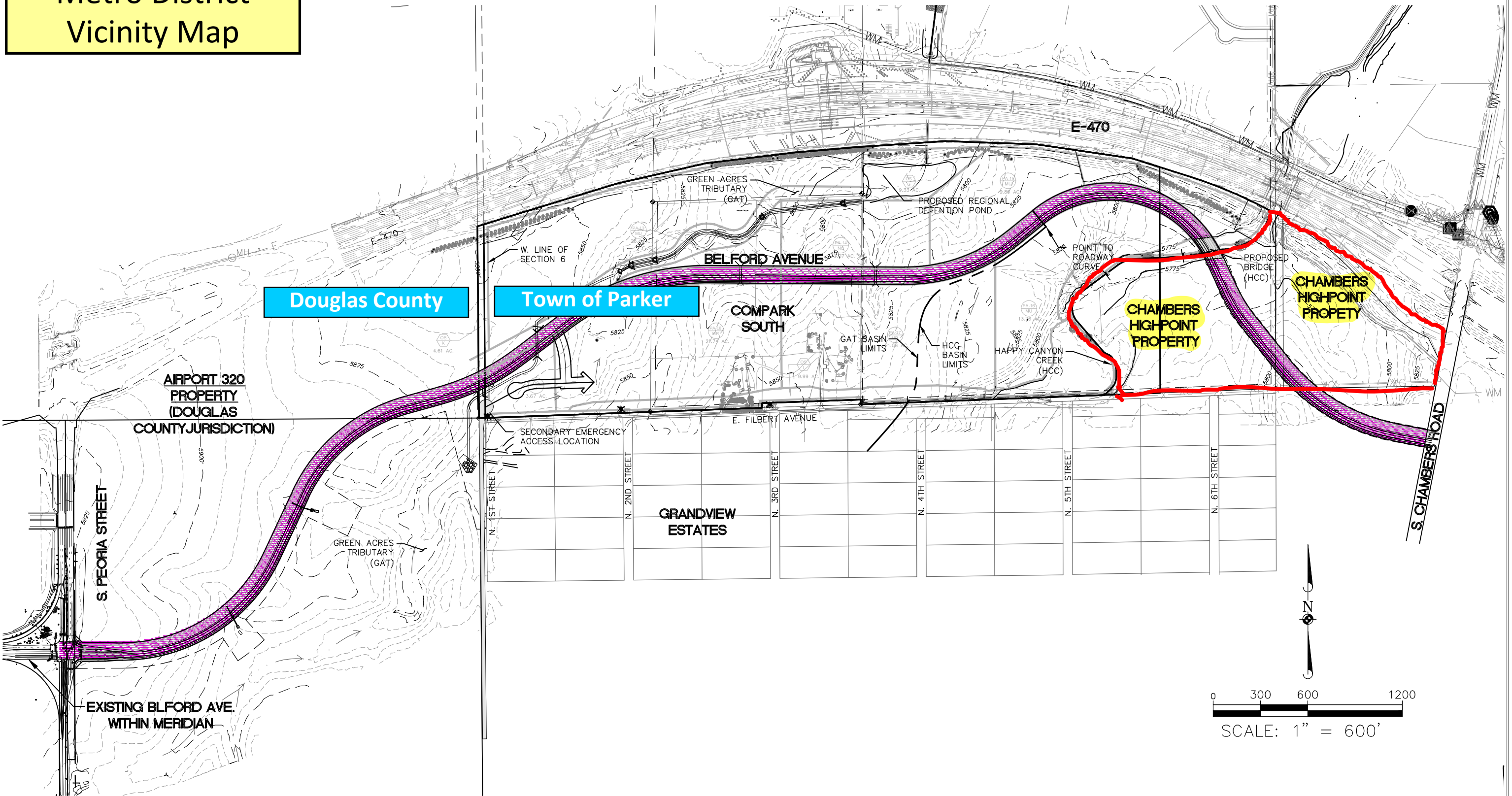
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Chambers Highpoint
Metro District
Vicinity Map



M E M O R A N D U M

TO: James S. Maloney, Town Attorney

FROM: Kristin Schledorn, Deputy Town Attorney

DATE: January 24, 2019 (updated March 7, 2019)

SUBJECT: Proposed First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2

The following sets forth the report on the proposed First Amendment to Consolidated Service Plan (the “Amendment”) for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (collectively, “the Districts”), which is set for a public hearing before the Town Council on February 4, 2019 (which was continued to March 4, 2019 and then to March 18, 2019). This report summarizes key information about the Districts and the proposed Amendment. The Consolidated Service Plan for the Districts was previously approved by the Town on October 3, 2016 (the “Original Service Plan”).

Chambers Highpoint Metropolitan Districts

Owner/Developer: Compark 190, LLC.

Attorney: Spencer Fane, LLP (George M. Rowley).

Finance: RBC Capital Markets.

Accounting: Not indicated in Service Plan.

Engineer: TTG Engineers, Inc.

Nature of
Amendment: The Districts have requested the ability to increase the Development Fee from \$2,000 to no more than \$25,000 per single-family detached residential unit; from \$1,500 to no more than \$20,000 per single-family attached or multi-family residential unit; and from 25¢ per square foot to no more than \$25,000 per single family equivalency of water and/or wastewater demand for structures other than a single-family or multi-family residential structure. The Development Fee is subject to annual CPI adjustment commencing in 2017. Further, if the Town in the future allows for changes in the Development Fees allowed under the model service plan, such changes would be applicable to these Districts as well.

Although many aspects of the Original Service Plan are discussed in this memo, no changes have been requested by the Districts to the Original Service Plan except the changes to the Development Fees described above. No changes to the Financial Plan attached as Exhibit F to the Original Service Plan have been requested, nor will the mill levy limits, and the limit on the amount of debt the Districts can issue, change.

Location: Southwest corner of the intersection of Chambers Road and E-470.

Area/Land Use: Overall Service Area of approximately 44.35 acres. This includes approximately 20.42 acres within District No. 1 and 23.93 acres within District No. 2. Land uses include multi-family residential, retail, and commercial use. The Service Plan assumes a residential population at Project at full build-out will be approximately 575 persons in 230 residential units (based upon 2.5 persons per household), and assumes a non-residential density at build-out of 315,592 square feet, consisting of 125,017 square feet of retail and 190,575 square feet of commercial office uses (per the Financial Plan in the Original Service Plan).

Projected Population: Approximately 575 persons at build-out (residential).

Powers: Per the Original Service Plan, the Districts have the ability to finance and construct the following categories of public improvements: streets, water, sanitary sewer, storm sewer and park and recreation amenities. The Districts are not authorized to provide ongoing operations or maintenance for any part of the public improvements, unless specifically provided for in a separate agreement with the Town.

Comments:

1. The Original Service Plan is a consolidated service plan for two districts, consisting of a Residential District and a Commercial District. District boundaries are anticipated to change to reflect final platting of residential and non-residential land use areas. Currently, there are approximately 20.42 acres within District No. 1 and 23.93 acres within District No. 2.

2. The Original Service Plan generally conforms to the Town's Model Service Plan for a multiple district structure. The Amendment requests an increase in Development Fees beyond what is provided for in the Town's Model Service Plan. However, similar increases have previously been approved by the Town Council for the Belford North Metropolitan District and

the Belford South Metropolitan District.. The increases in the Development Fees are necessary so that residents, tenants and property owners within the Districts are able to obtain water and sanitary sewer taps to serve their properties, and to pay for the infrastructure required to connect the taps to the water and sewer provider, as set forth in that certain Amended and Restated Regional Water and Wastewater Service Agreement dated October 10, 2016, between Stonegate Village Metropolitan District and Compark Business Campus Metropolitan District.

3. The Original Service Plan contemplates that the Districts will enter into an intergovernmental agreement with the Belford South Metropolitan District to facilitate the construction and funding of Belford Avenue and the Happy Canyon Creek Bridge, and also an intergovernmental agreement with the Stonegate Metropolitan District regarding water and sanitary sewer improvements and services. These water and sanitary sewer improvements and services will be funded by the proposed increased Development Fees the Districts are seeking in the Amendment. Any such agreements would be subject to prior Town review and approval and must be consistent with the Original Service Plan and the Amendment, Town-District Intergovernmental Agreement, and all applicable Approved Development Plans.



Request for Town Council Action

Date: March 18, 2019

Submitted By: Paul Workman, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PARKER POINTE - Minor Development Plat and Subdivision Agreement**

Applicant: Parker and Stroh, LLC

Location: Southeast Corner of Parker Road and Stroh Road

Department: Community Development, Paul Workman
Engineering and Public Works, Alex Mestdagh

TRAKiT No.: SUB17-058

EXECUTIVE SUMMARY

The purpose of this item is to request that the Town Council approve a minor development plat, subdivision agreement, drainage easement, and sewer easement associated with the Parker Pointe property (the "Property") that is located at the southeast corner of Parker Road and Stroh Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Subject Property was formerly a residential property having a total area of 14.66 acres. The Town voluntarily annexed and zoned the Property as Modified Commercial in August, 2018. The property owner, Parker Pointe, LLC, has submitted an application for a Minor Development Plat (MDP) to subdivide the Property into 15 lots for future commercial development.

The property owner will dedicate two tracts to the Town with the minor development plat to be preserved as open space. The open space tracts are located on the south side of the Property along Kinney Creek and are encumbered by the 100-year floodplain and the Preble's Meadow

Jumping Mouse habitat. The MDP is subject to a subdivision agreement in order to secure the property owner's obligation to construct the public improvements described in the MDP.

The Parker 2035 Master Plan designates the intersection of Parker Road and Stroh Road as a Community Center providing local and region-serving commercial uses. The Town's adopted zoning implements the Master Plan vision by permitting a range of commercial retail, restaurant, service and office uses. The proposed MDP to create lots for commercial development is therefore consistent with the Town Master Plan and adopted zoning.

On February 28, 2019, the Planning Commission recommended that Town Council approve the MDP.

The purpose of Resolution No. 19-016 is to approve an Easement Agreement to codify the construction and maintenance responsibilities for an off-site detention pond. The Parker Pointe property owner will be responsible for the maintenance and operation of the detention pond consistent with Town standards. The Easement Agreement provides the Town with the ability to enter the pond and perform maintenance should the owners fail to do so.

The purpose of Ordinance 1.515 is to approve an easement for a sanitary sewer to be located on Town-owned property that will serve the Property. The easement is proposed to be 30-feet wide, 250-feet in length and will be located west of Parker Road. The Subdivision Agreement requires the applicant to pay the Town fair market value for the easement.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report

RECOMMENDED MOTION

(1) I move to approve, based on staff findings contained in the staff report, the Minor Development Plat.

(2) I move to approve the Subdivision Agreement.

(3) I move to approve Resolution No. 19-016.

(4) I move to approve Ordinance No. 1.515 on second reading.

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 2/28/2019

Town Council Date: 3/18/2019

Hearing Type: Public Hearing
Parker Pointe Filing No. 1 – Minor Development Plat
TRAKiT No(s): SUB17-058

Location: Southeast corner of Parker Road and Stroh Road

Project Planner: Paul Workman, Senior Planner

Applicant: Parker & Stroh, LLC

Executive Summary: The applicant is requesting the approval of a Minor Development Plat to create 15 lots for future commercial development and two tracts that would be dedicated to the Town as open space.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Minor Development Plat."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Minor Development Plat, subject to the following conditions:

-List conditions"

"I move the Planning Commission recommend Town Council deny the Minor Development Plat as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Minor Development Plat to a future date."

I. BACKGROUND/DISCUSSION

This is a request for a Minor Development Plat to create 15 lots for future commercial development and two tracts that will be dedicated to the Town. The two tracts that will be dedicated to the Town will be preserved as open space and are encumbered by 100-year floodplain and the Preble's Meadow Jumping Mouse habitat. The structures shown in the aerial below have been removed and the applicant has provided an historic analysis of the structures in accordance with Town regulations.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
8/20/18	Town Council approved the annexation of the subject property.
8/20/18	Town Council approved a Modified Commercial zoning for the subject property.

III. CURRENT SITE DATA

Existing Zoning	Modified Commercial		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Community Center		
Site Acreage	14.66 +/- acres		
Subdivision	Parker Pointe Minor Development Plat Filing No. 1 (proposed)		
Existing Use	Vacant single-family home and accessory structures		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Community Center	PD - Planned Development	Undeveloped commercial pad sites
South	Douglas County	Douglas County Zoning	Kinney Creek and Colorado Golf Club
East	Douglas County	Douglas County Zoning	Colorado Golf Club
West	Community Center	PD - Planned Development	Parker Road and commercial pad sites

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Community Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Larger than Neighborhood Centers, Community Centers have a greater market area, serving multiple neighborhoods. Typical uses include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Community Center should range from a combined 250,000 to 500,000 square feet.
Consistent Goals/Strategies	<u>Land Use 1.D</u> <u>Jobs and Economic Vitality 2</u> <u>Jobs and Economic Vitality 2.A</u> <u>Jobs and Economic Vitality 2.B</u> <u>Jobs and Economic Vitality 2.E</u> <u>Transportation 2.C</u>

	Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 1.C Natural Resource Protection 1.D Natural Resource Protection 2.A Natural Resource Protection 2.D Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.I Natural Resource Protection 6.B Open Space and Recreation 2.A
Inconsistent Goals/Strategies	None
Staff Analysis	Staff has reviewed the requested Minor Development Plat against the Town's Master Plan and has determined that the request is consistent with the goals identified above. The proposed plat would create lots for future commercial development as identified in the Master Land Use Plan and which are allowed by the zoning.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Minor Development Plat)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 40' Side – 0' when adjacent to commercial or 25' when adjacent to residential Rear – 25' Maximum Building Setback from Parker Road – 65' Maximum Building Setback from Stroh Road – 80'	Setbacks will be reviewed with each individual Site Plan.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	N/A. The site is zoned for commercial uses.	N/A. The site is zoned for commercial uses.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Maximum Building Height – 35'	Building heights will be reviewed with each individual Site Plan.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	Minimum Lot Width – 75'	96' is the smallest lot width proposed.	☒ Consistent ☐ Inconsistent ☐ N/A

Lot Coverage	None	Lot coverage will be reviewed with each individual Site Plan	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	As a part of the Minor Development Plat, the applicant is showing streetscape for the perimeter of the property as required by 13.06.070.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Off-street parking will be reviewed with each individual Site Plan.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The request is for the approval of a Minor Development Plat to create 15 lots for commercial development and two tracts that will be dedicated to the Town. Therefore, the development standards for the minimum lot size and the required landscaping are the only applicable standards at this time. The other development standards will be reviewed during the future site plan submittals. The applicant has demonstrated compliance with the minimum lot size and the landscaping requirements. Therefore, the proposed Minor Development Plat is in conformance with the approved zoning.		

VI. DESIGN REVIEW

The request is for a Minor Development Plat. Therefore, design review is not a part of this request.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The applicant has submitted a traffic study that has been reviewed and approved by both the Town of Parker Public Works/Engineering Department and the Colorado Department of Transportation (CDOT). The study identifies that the subject property will have one right-in and right-out access from Parker Road near the center of the subject property. Additionally, the site will be served by one right-in and right-out access off Stroh Road and a full-movement access from the east of the subject property. Access from the full movement intersection will be via an access easement that was negotiated between the applicant and the property owner to the east (Reata South Metropolitan District). Internal to the site, the applicant will be dedicating an access easement that will serve all future lots within the development. As a part of the development of the property, the applicant will be making improvements to both Parker Road and Stroh Road to ensure access meets CDOT and the Town of Parker's requirements. Included in these improvements will be an eight-foot wide sidewalk along Parker Road and a five-foot wide sidewalk along Stroh Road.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Town of Parker Engineering	Advisory Comments
Fire and Life Safety	Advisory Comments
Parker Water and Sanitation District	Advisory Comments
Douglas County	Advisory Comments
Urban Drainage	Advisory Comments
Xcel	Advisory Comments
IREA	Approved
US Department of the Interior – Fish and Wildlife Service	Advisory Comments

IX. CONCLUSION

The applicant is requesting the approval of a Minor Development Plat in order to create 15 lots for commercial development and two tracts that will be dedicated to the Town as open space. The zoning of the property allows for commercial uses and the applicant has demonstrated compliance with the minimum lot standards set forth in the zoning and the Land Development Ordinance for Minor Development Plats, including required landscaping. Therefore, staff is recommending that Planning Commission recommend approval for the Parker Pointe Minor Development Plat Filing No. 1.

X. RECOMMENDED CONDITIONS

N/A

XI. ATTACHMENTS

1. Minor Development Plat

Report Approved By: Bryce Matthews, Planning Manager

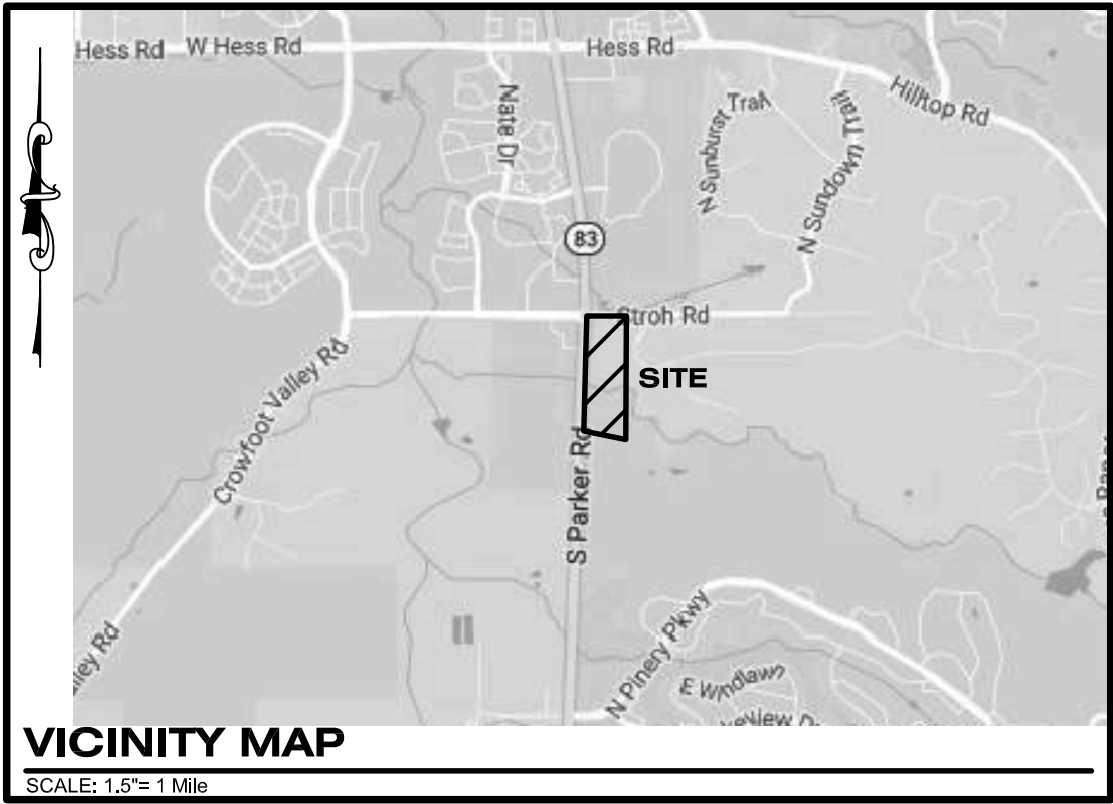
Through: Jason Rogers, Deputy Community Development Director

PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

15 LOTS
14.6674 ACRES

SHEET 1 OF 3



LEGAL DESCRIPTION:

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 3;
THENCE S00°18'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;
THENCE S00°18'55"W ALONG SAID EAST LINE, A DISTANCE OF 1414.00 FEET;
THENCE N78°38'39"W A DISTANCE OF 490.67 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W., A DISTANCE OF 1317.76 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF SOUTH PARKER ROAD AND THE SOUTH R.O.W. LINE OF STROH ROAD;
THENCE N89°50'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER POINTE SUBDIVISION FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ACKNOWLEDGMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER:

PARKER & STROH, LLC, A COLORADO LIMITED LIABILITY COMPANY

DANIEL YACOVETTA _____ DATE _____

NOTARY:

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,

20____ BY _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

GENERAL NOTES:

- THIS SURVEY WAS BASED ON TITLE COMMITMENT NUMBER 598-F0536981-153-MH PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF DECEMBER 8, 2015 AT 7:00 A.M., AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND ZONE "A" AREA SFHA – AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08035C0182F EFFECTIVE DATE OF SEPTEMBER 30, 2005. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR S89°59'29"W AND BOUNDED BY A 3-1/4" ALUMINUM CAP, L.S. NO. 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SAID SECTION 3 AND A 3-1/4" ALUMINUM CAP, L.S. NO. 29761 FOUND IN A RANGE BOX AT THE N1/4 CORNER OF SAID SECTION 3.
- ALL UNITS ARE U.S. SURVEY FEET.
- ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND PROBABONALLY ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
- PRIVATE ACCESS DRIVE/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, FOR ANY DEVELOPMENT ON PROPERTY DESCRIBED HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NONEXCLUSIVE CROSS-PARKING EASEMENT FOR THE BENEFIT OF ALL LOTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIAALLY REASONABLE CONDITION AND STATE OF REPAIR.
- A MULTI-USE UTILITY EASEMENTS IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- AN ACCESS AGREEMENT TO THE BENEFIT OF THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. _____. THIS AGREEMENT CODIFIES THE OFFSITE ACCESS ROAD ON THE ADJACENT PROPERTY SERVING THIS DEVELOPMENT.
- A DRAINAGE CULVERT AND DETENTION POND EASEMENT AFFECTING THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. _____. THIS AGREEMENT OBLIGATES THE PROPERTY OWNER, AND SUCCESSORS, TO OPERATE AND MAINTAIN THE OFFSITE DETENTION POND AND ASSOCIATED APPURTENANCES THAT SERVE THIS PROPERTY. THE TOWN OF PARKER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITHIN THIS EASEMENT SHOULD THE PROPERTY OWNER FAIL TO DO SO, IN ACCORDANCE WITH THIS EASEMENT.
- TRACT A IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- TRACT B IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- AN EXCLUSIVE 25 FOOT BY 55 FOOT SIGN EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER VIA THIS PLAT AS SHOWN ON SHEET 3 OF THIS PLAT.

LAND USE SUMMARY:

LOTS 1-15	13.5210 AC.
TRACTS A & B	1.0381 AC.
ROW	0.1083 AC.
TOTAL AREA OF SUBDIVISION	14.6674 AC.

TRACT	SIZE (AC.)	OWNERSHIP	MAINTENANCE
TRACT A	0.5060	TOWN OF PARKER	TOWN OF PARKER
TRACT B	0.5321	TOWN OF PARKER	TOWN OF PARKER

SURVEYOR CERTIFICATION:

I, CHARLES N. BECKSTROM, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKER POINTE SUBDIVISION FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 10TH DAY OF FEBRUARY, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____.



CHARLES N. BECKSTROM, P.L.S.
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

TITLE VERIFICATION:

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE INSURANCE COMPANY _____ DATE _____

NOTARY:

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,

20____ BY _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TOWN COUNCIL:

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING. SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL, THE DEDICATIONS ARE HEREBY ACCEPTED.

THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER _____

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY

OF _____, 20____ A.D., AT _____ A.M./P.M., AND

WAS RECORDED AT RECEPTION NUMBER _____

COUNTY CLERK AND RECORDER _____

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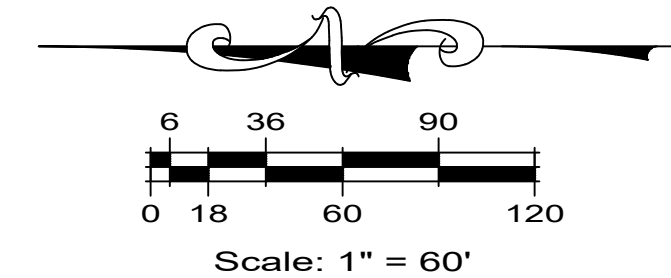
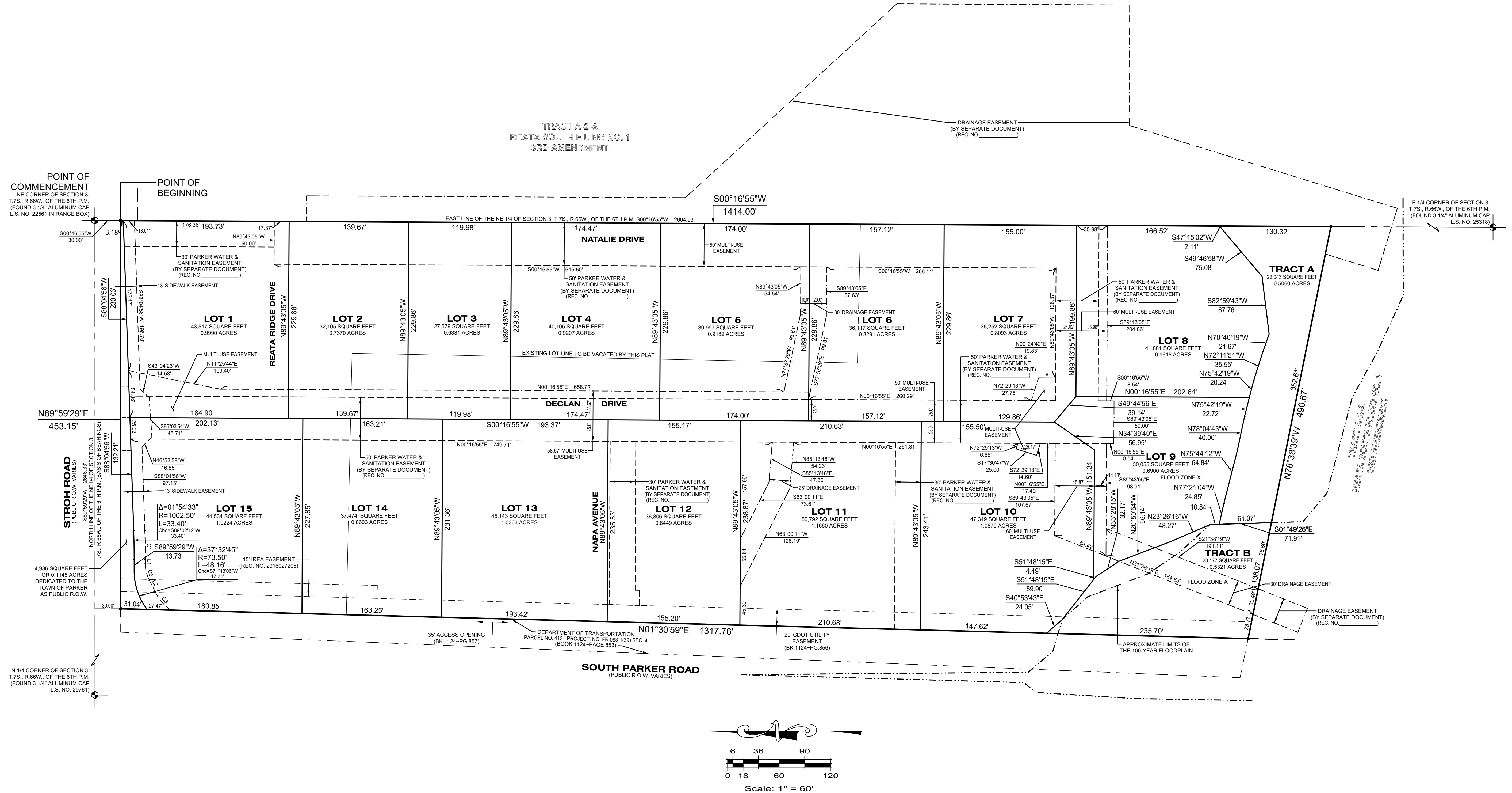
Survey No. 16025-P Project No. 144-070 Date: 11/10/2017 Recheck: 11/27/2018

PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

15 LOTS
14.6674 ACRES

SHEET 2 OF 3



CURVE DATA TABLE				
COURSE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	01°54'33"	1016.50'	33.90'	S89°02'12"W 33.87'
C2	26°37'53"	44.00'	20.50'	S76°40'32"W 20.27'
C3	28°23'25"	55.50'	27.50'	S49°09'53"W 27.22'

LINE DATA TABLE		
COURSE	BEARING	LENGTH
L1	S89°59'29"W	4.50'
L2	S63°21'36"W	16.11'

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- SECTION LINE
- NEW LOT LINE
- EXISTING EASEMENT LINE
- NEW GENERAL EASEMENT LINE
- NEW DRAINAGE EASEMENT LINE
- NEW XCEL EASEMENT LINE
- THE 100-YEAR FLOODPLAIN
- R.O.W. RIGHT-OF-WAY
- L.S. NO. LAND SURVEYOR NUMBER
- BK. PG. BOOK AND PAGE
- SECTION CORNER
- SET 3/4"x30" REBAR & 2" ALUMINUM CAP L.S. NO. 33202 UNLESS OTHERWISE FOUND

CURVE DATA TABLE

COURSE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	01°54'33"	1016.50'	33.90'	S89°02'12"W	33.87'
C2	26°37'53"	44.00'	20.50'	S76°40'32"W	20.27'
C3	28°23'25"	55.50'	27.50'	S49°09'53"W	27.22'

LINE DATA TABLE

COURSE	BEARING	LENGTH
L1	S89°59'29"W	4.50'
L2	S63°21'36"W	16.11'

EASEMENT DIMENSION NOTES

- ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.
- REFER TO SHEET 3 FOR ADDITIONAL EASEMENT DEDICATIONS AND DIMENSIONS.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.



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COMPANY

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Survey No. 16025-P
Project No. 144.070
Date: 11/10/2017
Revised: 11/27/2018

SUBDIVISION AGREEMENT
Parker Pointe Subdivision Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2019, by and between the Town of Parker, Colorado, a home rule municipality (the "Town"), and Parker and Stroh, LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Parker Pointe Subdivision Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. **Agreements and Other Requirements.** The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on August 20, 2018, which was recorded at Reception No. 2018054189, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. **Fees.** The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public

improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed fifteen percent (15%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer’s need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (“Landscape Improvements”). If installation of Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Landscape Security”) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Landscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town’s Land Development Ordinance. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town’s Land Development Ordinance for the Streetscape Improvements.

c. Prior to the recordation of the plat for the subject property, the Developer shall pay to the Town Forty-Two Thousand One Hundred Forty and 00/100 Dollars (\$42,140.00), which payment is a contribution toward the future construction of the Kinney Creek Trail adjacent to the Property.

d. Prior to the recordation of the plat, the Developer shall pay to the Town Twenty-One Thousand One Hundred Forty-Two and 50/100 Dollars (\$21,142.50), which payment is compensation for the Town’s dedication of an offsite sanitary sewer easement on Town property to benefit this Property.

e. Prior to the recordation of the plat, the Developer shall pay to the developer of the Stroh Crossing property One Hundred Twenty-Seven Thousand and 96/100 Dollars

(\$127,000.96), which is reimbursement for the construction of the northbound deceleration lane on Parker Road adjacent to the Property.

f. Prior to the issuance of a grading permit for the Property, the Colorado Department of Transportation ("CDOT") shall have issued an access permit for the right-in, right-out access to and from Parker Road proposed for the Property.

g. Prior to the issuance of the first certificate of occupancy on the Property, temporary or otherwise, the Developer shall construct the extension of the northbound right turn/deceleration lane on Parker Road south of the proposed right-in, right-out access point for the Property, as approved by the Colorado Department of Transportation ("CDOT").

h. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary construction permits from Douglas County for all offsite improvements located within unincorporated Douglas County.

i. The Developer agrees that should the lots adjacent to Parker Road develop with the uses anticipated at this time, the building locations, access points and screening techniques will comply with **Exhibit F**, attached hereto and incorporated herein.

j. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary approvals from the United States Department of Fish and Wildlife regarding the subdivision's impact to the adjacent Riparian Conservation Zone.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as

Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before January 1, 2020, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein,

shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which actually have been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. **Nuisance Conditions.** The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the

authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Property Owner. The owner of the Property (the "Property Owner") shall maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and the Property Owner shall assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and

concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

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

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. 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.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

24. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town:

Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: Parker and Stroh, LLC
Attn: Dan Yacovetta
975 Lincoln Street, Suite 204
Denver, Colorado 80203

With copy to: J. Kevin Ray, Esq.
Campbell Killin Brittan & Ray LLC
270 St. Paul Street, Suite 200
Denver, Colorado 80206

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer 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 Developer under this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand 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: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue on following page.]

DEVELOPER: PARKER AND STROH, LLC, a
Colorado limited liability company

By: _____

Dan Yacovetta, Manager

STATE OF COLORADO)
)ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 25th day of January, 2019, by Dan Yacovetta, as Manager of Parker and Stroh, LLC.

My commission expires: Oct. 30, 2019

(SEAL)

Notary Public

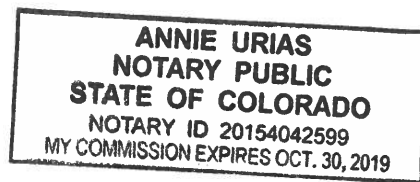


EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Landscape Improvements
Exhibit F	Concept Layout

Exhibit A
Legal Description

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUNNING WEST, 486 FEET; THENCE SOUTH 2°20' WEST, 1330 FEET; THENCE SOUTH 78°30' EAST, 535 FEET; THENCE NORTH, 1444 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN EAST STROH ROAD AND EXCEPT THAT PORTION THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, CASE NO. 90CV484 RECORDED MAY 11, 1993 IN BOOK 1124 AT PAGE 853, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES MORE OR LESS

ENGINEERING SERVICE COMPANY
 14100 East Evans Avenue
 Aurora, Colorado 80014
 eng@engservice.com
 P 303.251.1300
 F 303.251.7467
 T/F 1.877.373.6888

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.65W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
15 LOTS
14.8674 ACRES

SHEET 2 OF 3



LEGEND	
	PLAY SCHEDULING LINE
	ADJACENT LOT PARCELS LINE
	SECTION LINE
	NEIGHBORLY LOT LINE
	EMERGENCY EASEMENT LINE
	NEW EGRESS, EASEMENT LINE
	NEW EGRESS AND EASEMENT LINE
	NEW HOUL EASEMENT LINE
	THE 156-FOOT FLOODPLAIN
	RAIL
	RIGHT-OF-WAY
	LAND BOUNDARY/MAINTENANCE
	BOOK AND PAGE
	SECTION CORNER
	SET BACK/REAR & SIDE EASEMENTS
	CAPL & RAIL ROADS
	UNLESS OTHERWISE NOTED

Course	N/TD	E/Curve	Length	Chw. BEARING	Chw. LENGTH
C1	N 75° 53' E	90.00	33.00	S 80° 00' E 7.00	3.60
C2	N 23° 30' E	50.00	30.00	S 75° 00' E 10.00	15.00
C3	N 23° 30' E	50.00	33.00	S 80° 00' E 7.00	3.60

Station	Easting	Northing
C1	500.00000000	4.00
C2	500.00000000	25.00

LINE NO.	DRAWING	QTY
1	WALL PAPER	4.00
2	FLOORING	7.00

[illegible]

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.65W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
15 LOTS

**15 LOTS
14.6674 ACRES**

ADDITIONAL EASEMENT DEDICATIONS
SHEET 3 OF 3

TRACT A-S-A
REALTA SOUTH FIELD NO. 1
3RD AMENDMENT

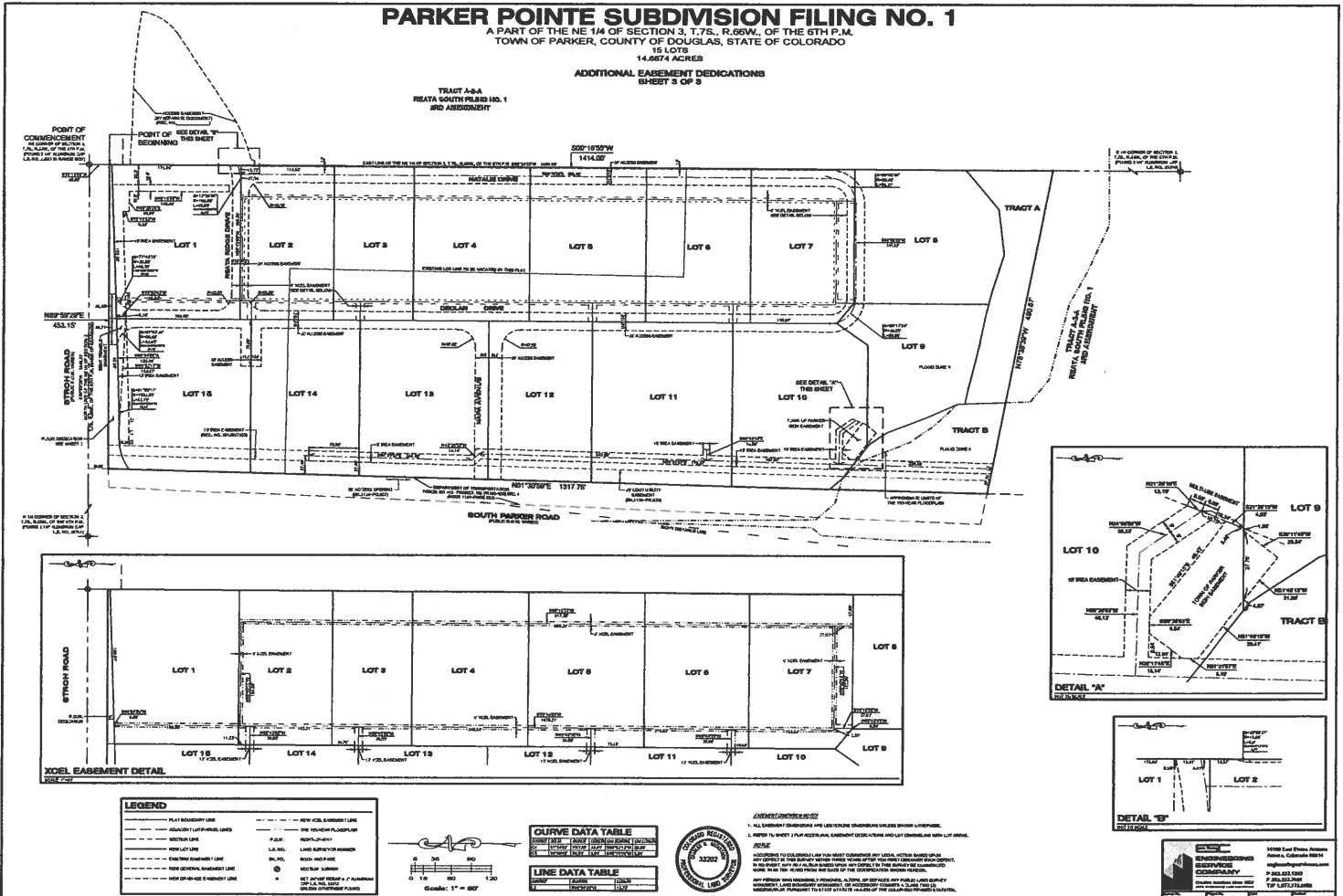


EXHIBIT C
PUBLIC IMPROVEMENTS OPINION OF PROBABLE COSTS - PARKER POINTE DEVELOPMENT

8/31/2018

No.	Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork					
	Detention Pond Grading	48000	CY	\$ 7.00	\$ 336,000.00
	Import / Export	0	CY	\$ 15.00	\$ -
	Detention Pond Topsoil	1540	CY	\$ 2.00	\$ 3,080.00
	Earthwork Subtotal			=	\$ 339,080.00
Drainage and Stormwater Improvements					
	18" RCP	327	LF	\$ 65.00	\$ 21,255.00
	21" RCP	150	LF	\$ 75.00	\$ 11,250.00
	24" RCP	172	LF	\$ 85.00	\$ 14,620.00
	30" RCP	278	LF	\$ 110.00	\$ 30,580.00
	36" RCP	1133	LF	\$ 135.00	\$ 152,955.00
	42" RCP	641	LF	\$ 150.00	\$ 96,150.00
	5' DIA MANHOLE	8	EA	\$ 2,750.00	\$ 22,000.00
	6' DIA MANHOLE	6	EA	\$ 3,500.00	\$ 21,000.00
	5' TYPE R INLET	4	EA	\$ 7,000.00	\$ 28,000.00
	10' TYPE R INLET	2	EA	\$ 12,000.00	\$ 24,000.00
	18" RCP PLUG	14	EA	\$ 500.00	\$ 7,000.00
	18" FES	1	EA	\$ 750.00	\$ 750.00
	36" FES W/ JOINT RESTRAINTS	2	EA	\$ 1,750.00	\$ 3,500.00
	42" FES W/ JOINT RESTRAINTS	1	EA	\$ 2,000.00	\$ 2,000.00
	TYPE M RIPRAP	64	CY	\$ 90.00	\$ 5,760.00
	TYPE L RIPRAP	395	CY	\$ 90.00	\$ 35,550.00
	TYPE II BEDDING	400	TN	\$ 70.00	\$ 28,000.00
	CONCRETE TRICKLE PAN	165	LF	\$ 110.00	\$ 18,150.00
	CLASS 6 ROAD BASE	200	TN	\$ 60.00	\$ 12,000.00
	CONCRETE OVERFLOW WALL	72	CY	\$ 200.00	\$ 14,400.00
	OUTLET STRUCTURE	1	EA	\$ 40,000.00	\$ 40,000.00
	Storm Drainage Subtotal			=	\$ 588,920.00
Roadway					
	ASPHALT PAVEMENT -STROH ROAD	1033	SY	\$ 40.00	\$ 41,320.00
	ASPHALT PAVEMENT - INTERIOR DRIVES	8887	SY	\$ 30.00	\$ 266,610.00
	CONCRETE PAVEMENT - PARKER ROAD	7058	SF	\$ 6.50	\$ 45,877.00
	SAWCUT	2032	LF	\$ 5.00	\$ 10,160.00
	CONCRETE CROSSPAN	2365	SF	\$ 6.00	\$ 14,190.00
	CURB & GUTTER	906	LF	\$ 18.00	\$ 16,308.00
	SIDEWALK	6334	SF	\$ 3.50	\$ 22,169.00
	ACCESIBLE RAMPS	9	EA	\$ 650.00	\$ 5,850.00
	Street Improvements Subtotal			=	\$ 422,484.00
Striping					
	STRIPING	1	LS	\$ 20,000.00	\$ 20,000.00
	Striping Subtotal			=	\$ 20,000.00
Signage					
	GROUND SIGNS	68	EA	\$ 350.00	\$ 23,800.00
	Signage Subtotal			=	\$ 23,800.00
	Public Improvement Subtotal			=	\$ 1,394,284.00
	Construction Contingency (10%)			=	\$ 139,428.40
	Modilization (5%)			=	\$ 69,714.20
	Surveying (3%)			=	\$ 41,828.52
	Construction Management and Testing (12%)			=	\$ 167,314.08
	Public Improvement Total			=	\$ 1,812,569.20
	Security at 110%			=	\$ 1,993,826.12

Prepared Under the Direct Supervision of
 Jerry W. Davidson, P.E.
 Colorado Registration # 30226
 For and on behalf of
 Perception Design Group, Inc.



EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: *[Type in bank name.]*

Issuance Date: *[Type LOC issuance date.]*

Letter of Credit No.: *[Type LOC number.]*

Expiry Date: *[Type LOC expiration date.]*

Amount: *[Type in aggregate amount.]*

Name of Developer: *[Type in name of developer.]*

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$ _____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain *[type in "agreement" or "permit"]*, to secure the performance of the *[type in the name of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project]*;

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement]* or *[for permit, type in the name of the project]* described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$ _____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker

PARKER POINTE DEVELOPMENT

LANDSCAPE IMPROVEMENTS OPINION OF PROBABLE COSTS

10/26/2018

Size Item/Description	Quant.	Unit	Cost	Total
Landscape Improvements				
Landscape Tree Mitigation	1	LS	17,650.00	\$ 17,650
Deciduous Shade Trees - 2-1/2" cal. B&B	36	EA	650.00	\$ 23,400
Deciduous Orn Trees - 1.5" cal. B&B	25	EA	450.00	\$ 11,250
Evergreen Trees - 6' ht. B&B	19	EA	500.00	\$ 9,500
Shrubs - 5 gal (Including Amend. & Soil Prep)	269	EA	35.00	\$ 9,415
Ornamental grasses - 1 gal.	249	EA	16.00	\$ 3,984
Perennials - 1 gal.	246	EA	14.00	\$ 3,444
Turf Type Tall Fescue Sod (Including Amend. & Soil Prep)	14,193	SF	1.50	\$ 21,290
Native Seed (Including Amendment & Soil Prep)	47,106	SF	0.35	\$ 16,487

Subtotal \$ 116,420

9% General Conditions \$ 10,478

10% Project Contingency \$ 12,690

TOTAL LANDSCAPE IMPROVEMENTS \$ 139,587

Site Improvements

Steel Edging (6" x 12 Gauge Galv. Edging)	1,145	LF	5.00	\$ 5,725
Boulders - 1/2 to 1 ton	19	TON	300.00	\$ 5,700
Shredded Cedar Mulch	5	CY	52.00	\$ 260
River Rock/Cobble	10,520	SF	1.75	\$ 18,410
Weed Barrier Fabric	10,520	SF	0.25	\$ 2,630

Subtotal \$ 32,725

9% General Conditions \$ 2,945

10% Project Contingency \$ 3,567

TOTAL SITE IMPROVEMENTS \$ 39,237

Irrigation Improvements

Turf Type Tall Fescue Sod w/ Irrigation System	14,193	SF	1.50	\$ 21,290
Temp Irrigated Native w/ Irrigation System	47,106	SF	1.25	\$ 58,883
Planting Beds w/ Drip Irrigation	10,520	SF	1.25	\$ 13,150

Subtotal \$ 93,322

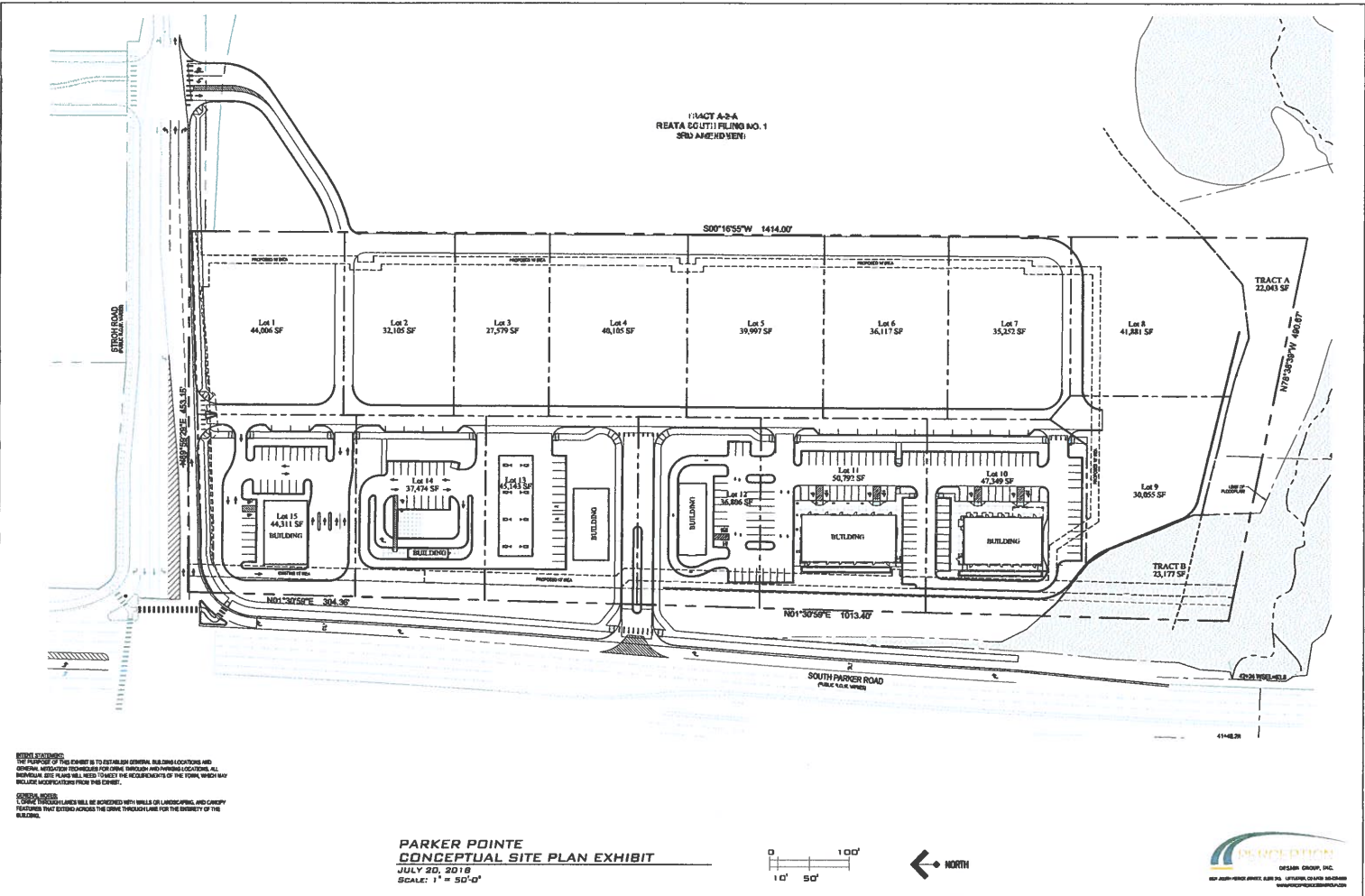
9% General Conditions \$ 8,399

10% Project Contingency \$ 10,172

TOTAL IRRIGATION IMPROVEMENTS \$ 111,893

TOTAL IMPROVEMENTS \$ 290,717

Exhibit F



RESOLUTION NO. 19-016, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM REATA SOUTH METROPOLITAN DISTRICT AND PARKER AND STROH, LLC, FOR TRACT A-2-A, REATA SOUTH FILING NO. 1, 3RD AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a drainage culvert and detention pond, and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a drainage culvert and detention pond, and appurtenant drainage facilities from Reata South Metropolitan District and Parker and Stroh, LLC, for Tract A-2-A, Reata South Filing No. 1, 3rd Amendment, as provided in the Drainage Culvert and Detention Pond Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE CULVERT AND DETENTION POND EASEMENT AGREEMENT

THIS DRAINAGE CULVERT AND DETENTION POND EASEMENT AGREEMENT (the "Easement Agreement") is made as of this 6th day of September, 2018 by and among the Reata South Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Reata" or "Grantor"), Parker and Stroh, LLC, a Colorado limited liability company, having an address at 950 Lincoln Street Suite 204, Denver, CO 80203 ("Grantee"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Town").

WHEREAS, Grantee desires that Grantor allow for the benefit of Grantee's commercial development located on and proposed to be constructed on Lots 1-15, Parker Pointe Subdivision, Filing No. 1 (the "Project"), stormwater drainage from such property to be discharged into a detention pond to be installed by Grantee on Grantor's property as described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference and then into a drainage culvert to be installed by Grantee on Grantor's property, which flows into Kinney Creek, as described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference, all in accordance with the terms of that certain Improvements Agreement dated as of the same date of this Easement Agreement by and among Grantor and Grantee.

WHEREAS, Grantee has entered or will enter into contracts to sell one or more of the Lots in the Project, and all rights and obligations accorded to Grantee herein shall also accrue to and bind its successors and assigns and transferees of such Lots.

WHEREAS, Grantor is willing to grant a non-exclusive easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein and also to the Town for access and emergency maintenance of the drainage facilities.

NOW, THEREFORE, in consideration of the agreements set forth in the above Recitals, which are incorporated herein by this reference, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Grant of Easements

- a. CULVERT. Grantor hereby grants to Grantee the non-exclusive right to access, install, operate, maintain, repair and replace, all at the Grantee's sole expense, the culvert to be installed by Grantee on Grantor's property as described on Exhibit B attached hereto and incorporated herein by this reference (the "Culvert") for stormwater drainage from the Project and also grants to the Town the right to access and maintain the Culvert, if Grantee fails to do so in violation of this Agreement as more fully set forth in subparagraph c. below. The plans and design for the Culvert shall be approved by the Town and be acceptable to Reata.
- b. DETENTION POND. Reata hereby grants to Grantee the non-exclusive right to access, install, operate, maintain, repair and replace, all at Grantee's sole

expense, the detention pond to be installed by Grantee on Grantor's property as described on Exhibit A attached hereto and incorporated herein by this reference (the "Detention Pond") for stormwater drainage from the Project and also grants to the Town the right to access and maintain the Detention Pond, if Grantee fails to do so in violation of this Agreement as more fully set forth in subparagraph c. below. The plans and designs for the Detention Pond shall be approved by the Town and be acceptable to Reata.

- c. **OPERATION OF DRAINAGE FACILITIES.** Grantee will, all at Grantee's sole expense, install drainage pipes and appurtenant drainage facilities providing drainage across the Project in accordance with the drainage plans approved by the Town. Grantor does hereby grant and convey unto Grantee an easement on Grantor's property for stormwater drainage as described and depicted in Exhibit A to the Detention Pond and to and through the Culvert as described and depicted in Exhibit B. Grantee shall install, operate, maintain, repair and replace, at its sole expense, such Culvert, Detention Pond and related drainage facilities as required by the Town and as set forth in the Improvements Agreement with Reata. Grantee and, if necessary, the Town shall access the Culvert and Detention Pond on Grantor's property from Grantee's property in order to maintain, repair and replace such drainage pipes, Culvert, Detention Pond and related drainage facilities, all at Grantee's sole expense. Grantee and, if necessary, the Town shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the installation, operation, maintenance, repair and replacement of such drainage facilities, consistent with the easement provided herein. If Grantee fails to operate, maintain, repair and replace the Culvert, Detention Pond and related drainage facilities in accordance with the provisions set forth herein and the Town's requirements, then both the Town and Grantor shall have the right to arrange for such work to be performed at Grantee's sole expense. Grantee further agrees that all construction, reconstruction, operation, maintenance, removal and any other activities which disturb Reata's property upon which the Culvert and Detention Pond are located will be coordinated with Reata so as to minimize any disruption to Reata's property.

2. Representation of Grantor. Grantor represents and warrants that it has the authority to enter into this Easement Agreement.

3. Operation and Maintenance.

a. The installation, operation, maintenance, repair and replacement of the drainage facilities described herein and located within the Culvert and the Detention Pond shall be the sole responsibility of the Grantee; provided, however, that the Town and Grantor shall have the right to maintain, repair and replace such drainage facilities in the event Grantee fails to do so, and Grantee shall pay all costs incurred by the Town and Grantor in such event.

b. If Grantee fails to adequately operate, maintain and repair the Culvert, Detention Pond and related drainage facilities within fourteen (14) days after the date of written notice from Grantor or the Town, fails to correct the maintenance problem, or fails to begin to clean,

cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantor or the Town may do so as provided herein. Notwithstanding the foregoing, Grantor or the Town, as appropriate, may, in the event of an emergency, as determined by Grantor or the Town in its sole discretion, clean, cure or correct any damage caused by Grantee's failure to adequately maintain such drainage facilities. In such event, Grantee shall reimburse Grantor or the Town, as applicable, for the cost of such maintenance or repair. If Grantee fails to reimburse Grantor for the cost of such maintenance or repair within thirty (30) days after receipt of an invoice from Grantor describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Project until paid in full pursuant to Section 32-1-1001(1)(j), C.R.S. and Section 32-1-1101(1)(e), C.R.S., with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as property taxes are collected. Grantee further agrees that Grantor and the Town may also pursue any and all other remedies available at law or in equity. If Grantee fails to reimburse the Town for the cost of such maintenance or repair within thirty (30) days after receipt of an invoice from the Town describing the corrective or maintenance action taken, the unpaid amount shall constitute a delinquent charge on the Project to be certified to the Douglas County Treasurer pursuant to Section 31-20-105, C.R.S., in the same manner as taxes.

4. Grantee Defined. The word "Grantee" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, transferees, grantees and assigns of Grantee and any other owners of any property within the Project, or the respective owners from time to time of any lots or portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the land burdened there.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect Grantor's property upon which the Culvert and Detention Pond are located and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Grantor's property or any other lands owned by Grantor.

6. Indemnity. Grantee covenants and agrees to defend, indemnify and hold harmless Grantor, its officers, directors and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including without limitation fines, penalties, court costs and

attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Culvert, Detention Pond and related drainage facilities or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss or damage is caused by the gross negligence of Grantor, its officers, directors or employees.

Grantee covenants and agrees to defend, indemnify and hold harmless the Town, its elected officials and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including without limitation fines, penalties, court costs and attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Culvert, Detention Pond and related drainage facilities or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss or damage is caused by the gross negligence of the Town, its elected officials or employees.

7. Retained Rights. Grantor shall retain all rights to the Detention Pond and Culvert not granted hereby, including without limitation the right to use the property for any purpose consistent with the rights and privileges herein granted and which will not interfere with the use of the Detention Pond and Culvert for stormwater detention or the exercise of any right herein granted.

8. Miscellaneous.

- a. The easements granted herein shall be perpetual.
- b. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- c. This Easement Agreement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- d. This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.
- e. This Easement Agreement may be modified or terminated by written agreement of the parties hereto or their respective successors and assigns.
- f. In the event of any dispute arising hereunder, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

**REATA SOUTH METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado**

By: Charlene Sloan

STATE OF COLORADO)

COUNTY OF DOUGLAS)

) ss.



The foregoing instrument was acknowledged before me this 6th day of September, 2018, by Charlene Sloan as President of the Reata South Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

My commission expires: 11/28/2020

(S E A L)

Amy Leah Meyers
Notary Public

GRANTEE:

PARKER AND STROH, LLC, a Colorado
limited liability company

By:

Daniel Yacovetta

STATE OF COLORADO

)

) ss.

COUNTY OF DOUGLAS

)



The foregoing instrument was acknowledged before me this 6th day of September, 2018, by Daniel Yacovetta as Authorized Signatory of Parker and Stroh, LLC, a Colorado limited liability company.

My commission expires: 11/28/2020

(S E A L)

Amy Leah Meyers
Notary Public

**TOWN OF PARKER, a Colorado home rule
municipality**

By: _____,
_____, Mayor

Carol Baumgartner, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____ as Mayor of the Town of Parker, a
Colorado home rule municipality.

My commission expires: _____

(S E A L)

Notary Public

ATTACH EXHIBIT A PRIOR TO RECORDING SHOWING DETENTION POND AREA
AND HAVING METES AND BOUNDS DESCRIPTION OF AREA

Legal Description

A part of Tract A-2-A, Reata South Filing No. 1, 3rd Amendment, situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the NE Corner of Section 3, T.7S., R.66W., of the 6th P.M.;
Thence S00°16'55"W along the East Line of the NE 1/4 of said Section 3, a distance of 247.02 feet to the **Point of Beginning**;
Thence S89°43'05"E a distance of 30.00 feet;
Thence S00°16'55"W a distance of 442.66 feet;
Thence S42°29'45"E a distance of 335.07 feet;
Thence S00°16'55"W a distance of 272.11 feet;
Thence N89°43'05"W a distance of 140.60 feet;
Thence S17°10'21"W a distance of 327.91 feet;
Thence N72°49'39"W a distance of 75.80 feet;
Thence N17°10'21"E a distance of 64.53 feet to a point on the southerly Line of a parcel of land described in instrument recorded at Reception Number 2017061897, Douglas County Clerk and Recorders Office;
Thence S78°38'39"E along said Southerly Line, a distance of 32.69 feet to a point on the West Line of the NW 1/4 of Said Section 2;
Thence N00°16'55"E along the Easterly Line of said Parcel and along the West Line of said Section 2, a distance of 1196.98 feet to the **Point of Beginning**.

Parcel Contains (143,261 Square Feet) 3.2888 Acres

Date prepared: August 14, 2018

Date of last revision:

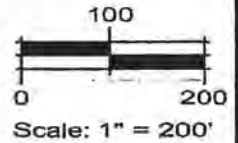
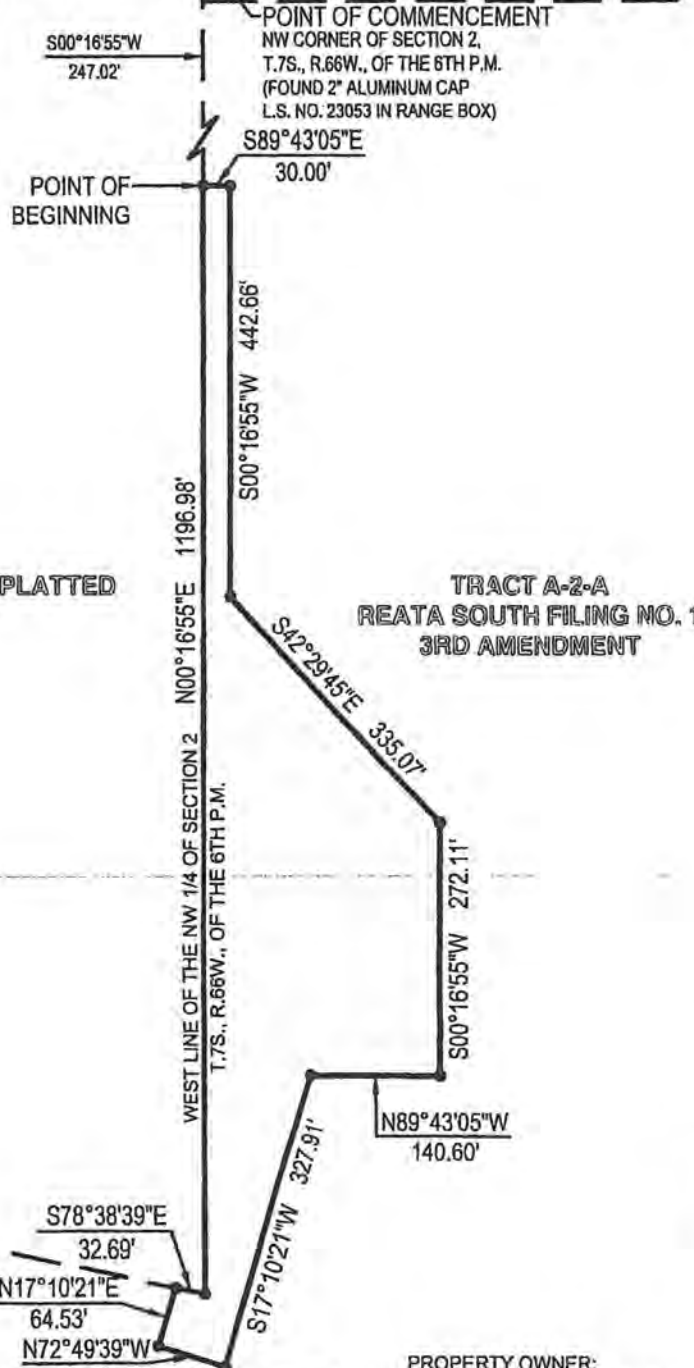
Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com



EXHIBIT

STROH ROAD
(PUBLIC R.O.W. VARIES)



ESC

**ENGINEERING
SERVICE
COMPANY**

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

REATA SOUTH METRO DISTRICT

7803 EAST STROH ROAD
PARKER, COLORADO 80134

PARCEL CONTAINS
143,261 SQUARE FEET
3.2886 ACRES

DOUGLAS COUNTY

Drawn By: *bww* | Checked By: *CNB* | Project No.: 0144.070 | Date: 03/28/2018 Rev 08/13/2018

Scale: 1" = 200' | File Name: N:\Projects\Perception Design Group\S. Parker Rd. & Stroh Rd\CAD\Exhibit

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

DRAINAGE EASEMENT

A PART OF TRACT A-2-A, REATA SOUTH FILING NO. 1, 3RD AMENDMENT
SITUATED IN THE NW 1/4 OF SECTION 2, T.7S., R.66W., OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

ATTACH EXHIBIT B PRIOR TO RECORDING SHOWING KINNEY CREEK CULVERT
AND HAVING METES AND BOUNDS DESCRIPTION OF AREA

Legal Description
(Drainage Easement)

A part of Tract A-2-A, Reata South Filing No. 1, 3rd Amendment, situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the NE Corner of Section 3, T.7S., R.66W., of the 6th P.M.;
Thence S89°59'29"W along the North Line of the NE 1/4 of said Section 3, a distance of 452.50 feet;
Thence S01°30'59"W along the East R.O.W. Line of South Parker Road (SH 83) a distance of 1347.77 feet to a point on the West Line of said Tract A-2-A;
Thence S78°38'39"E along the North Line of said Tract A-2-A, a distance of 28.77 feet to the **Point of Beginning**;
Thence S78°38'39"E along the North Line of said Tract A-2-A, a distance of 30.49 feet
Thence S21°38'19"W a distance of 61.85 feet;
Thence N68°21'41"W a distance of 30.00 feet;
Thence N21°38'19"E a distance of 56.41 feet to the **Point of Beginning**.

Parcel Contains (1,774 Square Feet) 0.0407 Acres

Date prepared: March 27, 2018
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com



EXHIBIT

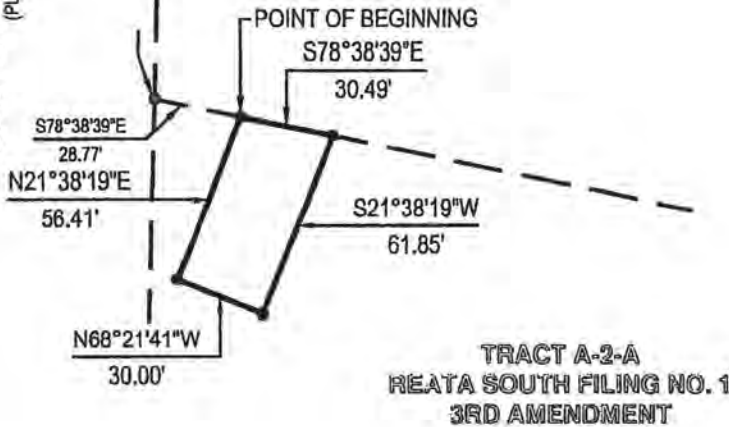
STROH ROAD (PUBLIC R.O.W. VARIES)

POINT OF COMMENCEMENT
NE CORNER OF SECTION 3,
T.7S., R.66W., OF THE 6TH P.M.
(FOUND 2" ALUMINUM CAP
L.S. NO. 23053 IN RANGE BOX)

NORTH LINE OF THE NE 1/4 OF SECTION 3,
T.7S., R.66W., OF THE 6TH P.M.

SOUTH PARKER ROAD (SH83)
(PUBLIC R.O.W. VARIES)

UNPLATTED



ESC

**ENGINEERING
SERVICE
COMPANY**

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

REATA SOUTH METRO DISTRICT

7803 EAST STROH ROAD
PARKER, COLORADO 80134

**PARCEL CONTAINS
1,774 SQUARE FEET
0.0407 ACRES**

DOUGLAS COUNTY

Drawn By: *DWW* | Checked By: *CNB* | Project No.: *0144.070* | Date: *03/28/2018*

Scale: *1" = 60'* | File Name: *N:\Projects\Perception Design Group\S. Parker Rd. & Stroh Rd\CAD\Exhibit*

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

DRAINAGE EASEMENT

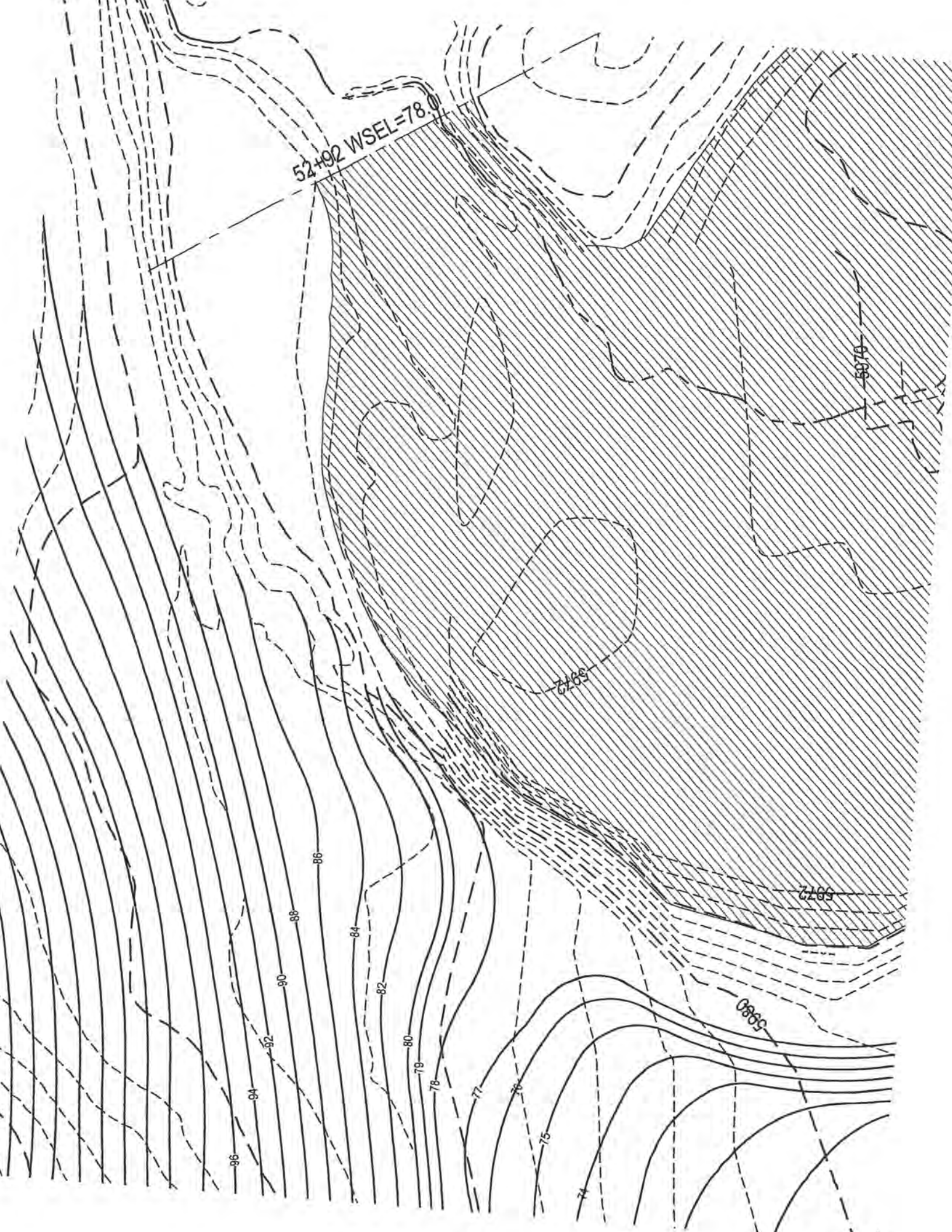
A PART OF TRACT A-2-A, REATA SOUTH FILING NO. 1, 3RD AMENDMENT
SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT E
DEVELOPER'S WORK

1. All capitalized terms used in this Exhibit E shall be given the meaning provided in the Agreement.
2. Developer shall (i) construct the second left turn lane from southbound Parker Road onto Stroh Road and (ii) widen eastbound Stroh Road to accommodate a second receiving lane in addition to the current through lane and the planned right only turn lane eastbound from northbound Parker Rd. The second receiving lane will extend from Parker Rd. to the entrance of Colorado Golf Club in accordance with CDOT and Douglas County design requirements.
3. Existing split-rail fencing with stone columns will be (i) realigned to accommodate the access road, (ii) restored to the District's requirements, and (iii) a split-rail fence (no columns) will be extended along the full length of the eastern property line of Developer's Property.
4. All overhead power lines on Parker Road and Stroh Road adjacent to the Developer's Property will be buried.
5. Developer shall construct a berm and re-contour the slopes of the District Property in accordance with the Offsite Grading Plan attached to the Agreement as Exhibit F.
6. Developer shall revegetate the District Property in accordance with the Grading and Planting Plan attached to the Agreement as Exhibit G.
7. Developer shall maintain and repair the landscape improvements in compliance with all applicable laws, statutes, ordinances, governmental rules or regulations now in force or hereafter enacted by the applicable governmental or quasi-governmental authorities having jurisdiction over the Developer's Property and the District Property and to the District's reasonable satisfaction.
8. Developer shall install a monument sign on the Easement Property, which shall be included in the Design Plans and approved by the District.

EXHIBIT F
OFFSITE GRADING PLAN

[Attached]



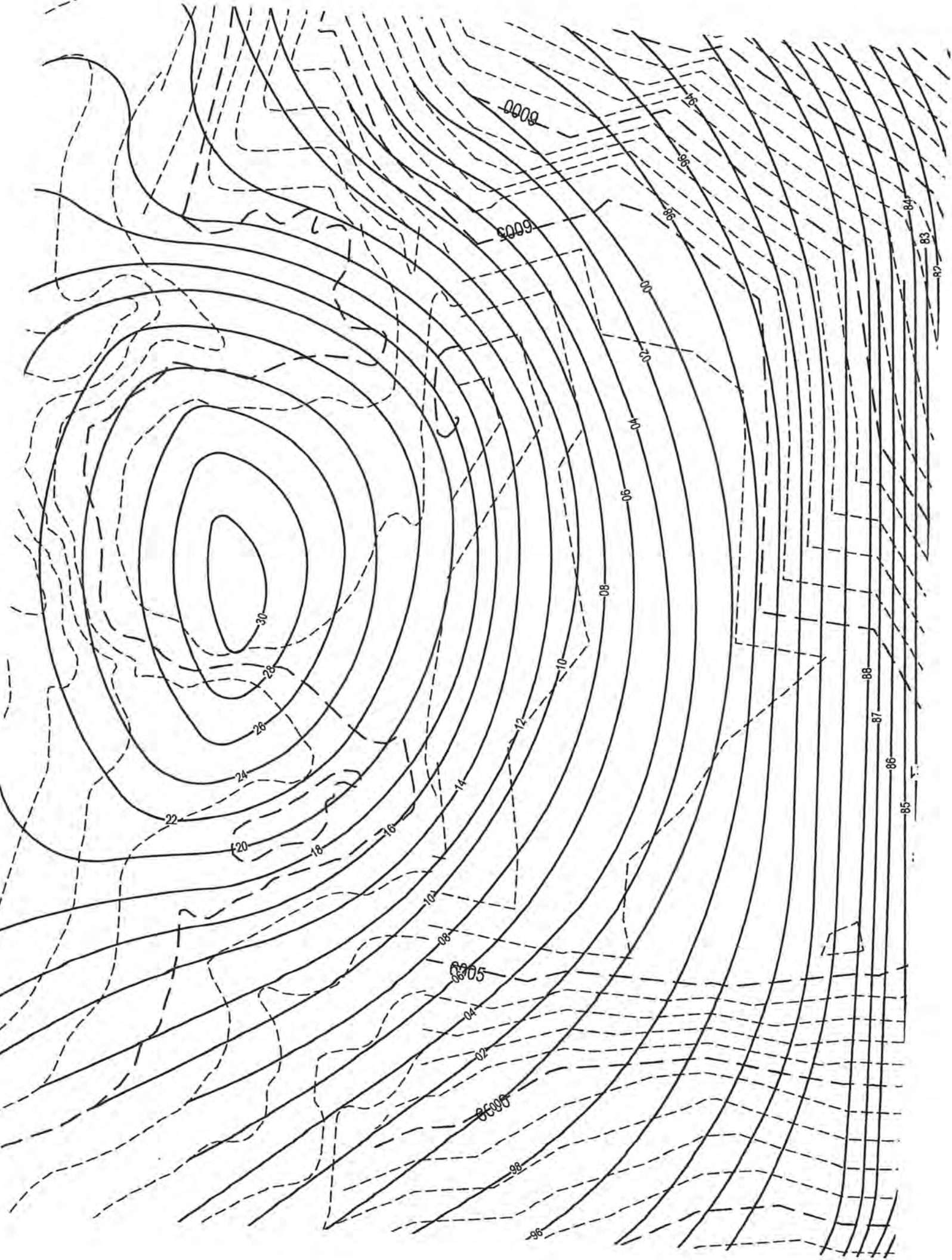
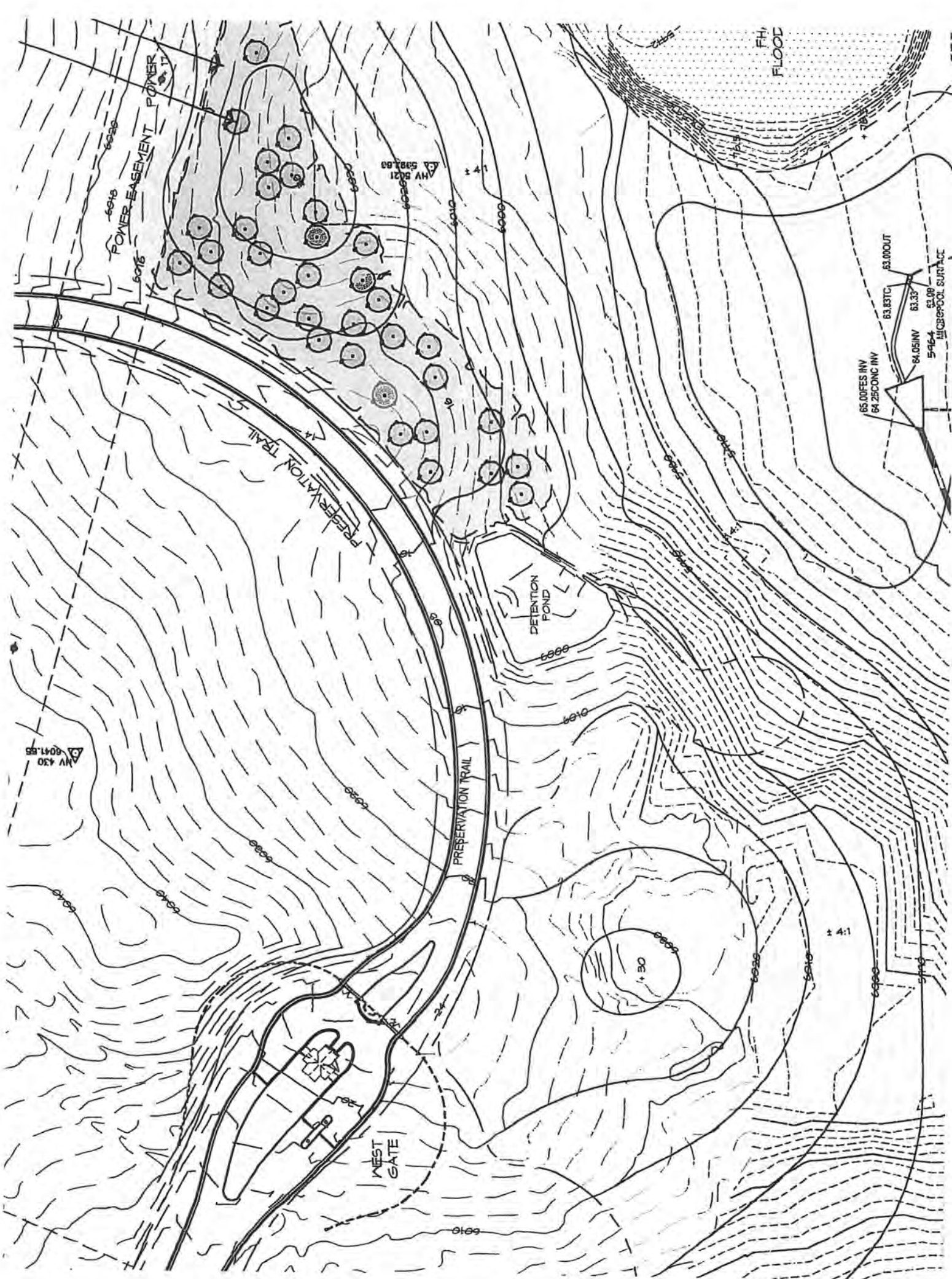


EXHIBIT G
GRADING AND PLANTING PLAN

[Attached]



ORDINANCE NO. 1.515, Series of 2018

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2018, by the TOWN OF PARKER, a Colorado home rule municipality, with its principal office at 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantor"), and the PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, with its principal office at 19801 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to install sanitary sewer pipeline in certain real property owned by the Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, the Grantor is willing to grant an easement to the Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to the Grantor by the Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, and the Grantee accepts from the Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. The Grantor does hereby grant and convey to the Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of the Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer pipeline required by the Grantee from time to time. The Grantee shall have the right of ingress and egress over and across the adjacent lands of the Grantor to and from the Easement Property as may be necessary in connection with the Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer pipeline.

2. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor and its successors and assigns as follows:

(A) The Grantee shall protect the Easement Property and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. The Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If the Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from the Grantor, then the Grantor may do so, at the Grantee's expense;

(B) In all activities undertaken on property belonging to the Grantor, the Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Sanitary sewer Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the sanitary sewer pipeline, then the Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the sanitary sewer pipeline.

4. Indemnification of Grantor by Grantee. The Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless the Grantor, any directors, officers employees and agents of the Grantor, and any successors or assigns of the Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against the Grantor as a result of or arising out of the activities of the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

(B) This Easement Agreement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

GRANTEE:

**PARKER WATER AND SANITATION
DISTRICT**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

By: _____
Maleia Good

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

Legal Description (Utility Easement)

A part of Tract B, Reata West Filing No. 1, 2nd Amendment, situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the Southeast Corner of Tract A, Reata West Filing No. 1, 3rd Amendment;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 8.19 feet to the **Point of Beginning**;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 32.21 feet;

Thence S79°22'41"W a distance of 34.34 feet;

Thence N89°43'06"W a distance of 224.61 feet;

Thence N00°56'49"W a distance of 41.83 feet to a point on the South Line of said Tract A;

Thence N89°00'57"E along said South Line of Tract A, a distance of 35.50 feet;

Thence S80°32'16"E along said South Line, a distance of 14.75 feet;

Thence S00°56'49"E a distance of 10.25 feet;

Thence S89°43'06"E a distance of 63.22 feet to a point on the South Line of said Tract A;

Thence S80°32'16"E along said South Line, a distance of 10.94 feet;

Thence N43°59'39"E along said South Line, a distance of 2.41 feet;

Thence S89°43'06"E a distance of 96.69 feet;

Thence N79°22'41"E a distance of 43.20 feet to the **Point of Beginning**.

Parcel Contains (8,457 Square Feet) 0.1941 Acres

Date prepared: June 28, 2018

Date of last revision:

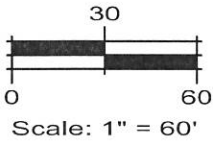
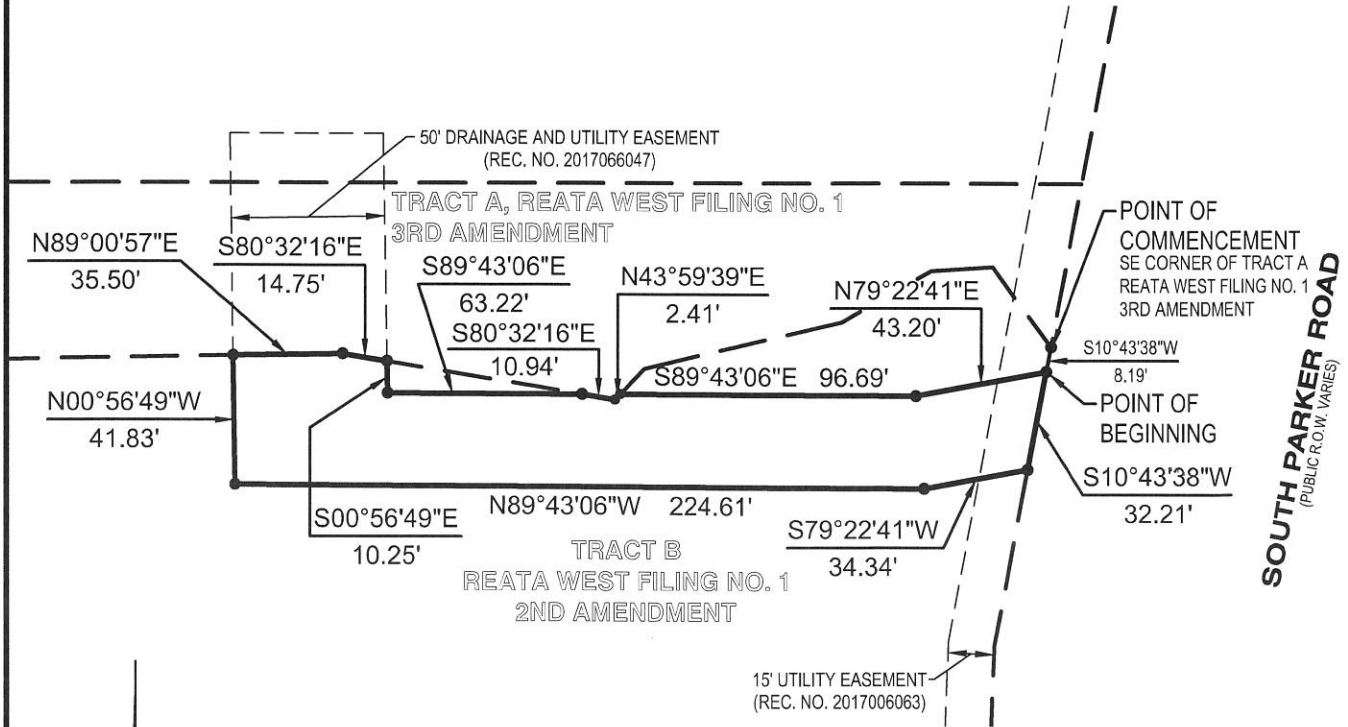
Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com



EXHIBIT A

EXHIBIT



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

TOWN OF PARKER
20120 EAST MAIN STREET
PARKER, COLORADO 80138

PARCEL CONTAINS
8,457 SQUARE FEET
0.1941 ACRES

TOWN OF PARKER

Drawn By: DWW	Checked By: CNB	Project No.: 0144.070	Date: 06/29/2018
Scale: 1" = 60'	File Name: N:\Projects\Perception Design Group\1S. Parker Rd. & Stroh Rd\CAD\Exhibit		

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

PWSD EASEMENT

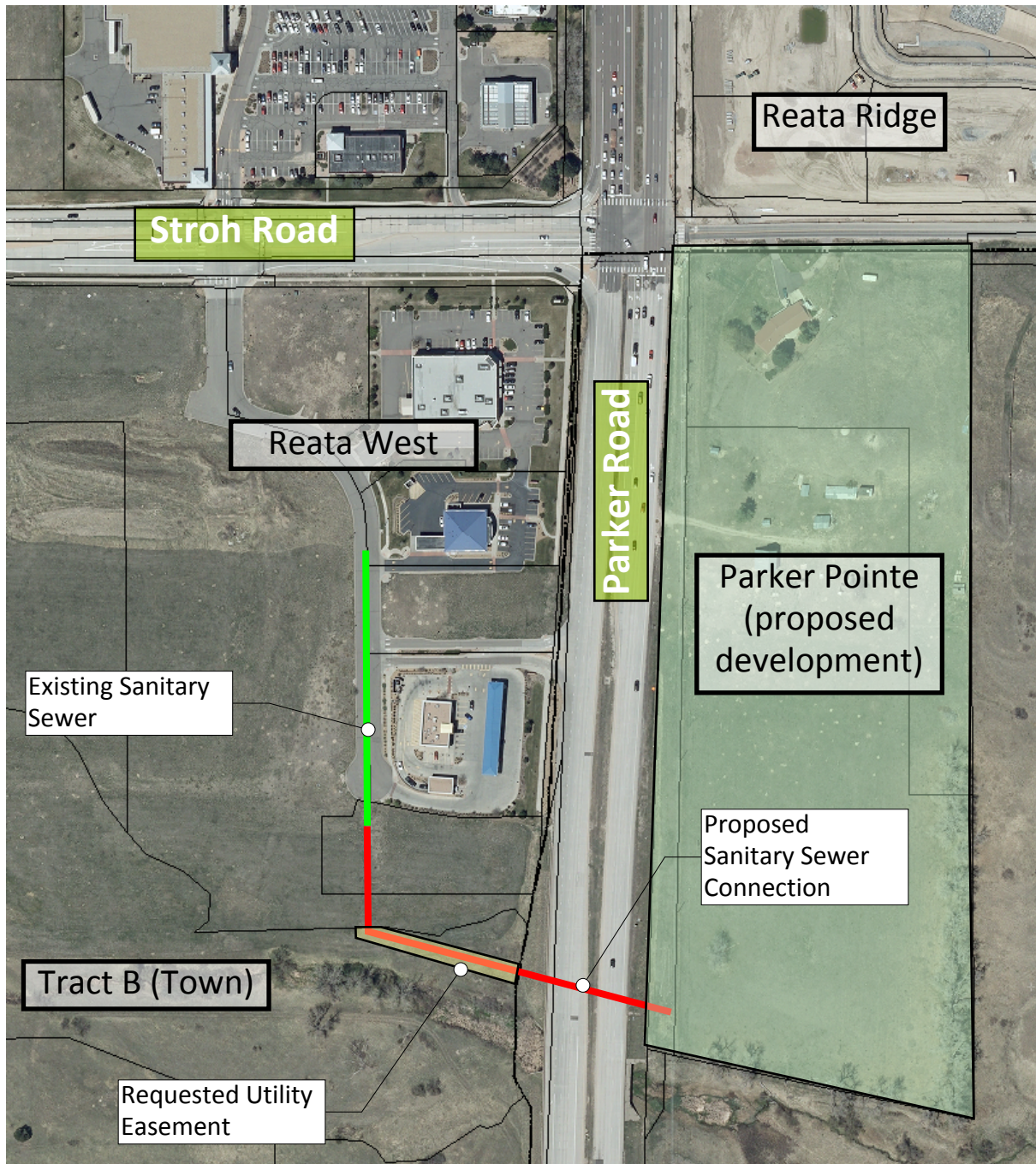
A PART OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT
SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT A

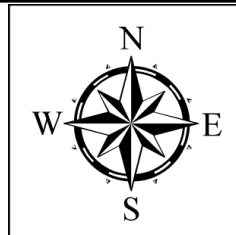
Inverse With Area

Thu Jun 28 10:14:40 2018

PntNo	Bearing	Distance	Northing	Easting	Description
PP	N 89°00'57" E	35.50	1599413.12	3210035.74	
PP	S 80°32'16" E	14.75	1599413.73	3210071.23	
PP	S 00°56'49" E	10.25	1599411.31	3210085.78	
PP	S 89°43'06" E	63.22	1599401.05	3210085.95	
PP	S 80°32'16" E	10.94	1599400.74	3210149.17	
PP	N 43°59'39" E	2.41	1599398.95	3210159.96	
PP	S 89°43'06" E	96.69	1599400.68	3210161.64	
PP	N 79°22'41" E	43.20	1599400.21	3210258.32	
PP	S 10°43'38" W	32.21	1599408.17	3210300.79	
PP	S 79°22'41" W	34.34	1599376.52	3210294.79	
PP	N 89°43'06" W	224.61	1599370.19	3210261.04	
PP	N 00°56'49" W	41.83	1599371.30	3210036.43	
PP			1599413.12	3210035.74	
Closure Error Distance> 0.0000					
Total Distance Inversed> 609.95					
Area: 8457 Sq. Feet, 0.1941 Acres					



PWSD Easement Dedication
Vicinity Map





Request for Town Council Action

Date: March 18, 2019

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 - Minor Development Plat**

Applicant: Dave Klebba, Etkin Johnson

Location: South of Compark Boulevard and west of Chambers Road

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB18-047

EXECUTIVE SUMMARY

The subject application is for a 29.4 acre vacant property that is located in Compark Village south of Compark Boulevard and west of Chambers Road. The applicant proposes a Minor Development Plat (MDP) to subdivide the property into two buildable lots, a detention pond tract and an unbuildable tract for future development. If approved, the applicant would develop the property with up to four commercial/light industrial buildings.

The proposed MDP is the initial step in preparing the property for development by creating building lots and tracts only. The applicant has also submitted a site plan that is being processed administratively under the Town Land Development Ordinance. If approved, all development and future uses will comply with the adopted Compark Village Planned Development zoning.

The Planning Commission held a public hearing on the MDP application on February 28, 2019, and unanimously recommended that Town Council approve it.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 2007 as part of the Compark Village Planned Development.

In 2007, the property owners(s) of Compark Village and the adjacent Cottonwood Highlands traded several parcels without platting them as required by the Parker Land Development Ordinance. On September 9, 2011, Town Council approved several ordinances to resolve this problem by creating legal lots of record and clearing up the legal descriptions. The Compark Village Filing No. 4 Exemption Plat was approved as part of this process and platted the property into the four tracts that are the subject of this application.

As part of this project, the applicant also submitted a site plan in February, 2019 that is being processed administratively under the Town Land Development Ordinance. The MDP, site plan and proposed commercial/light industrial use comply with development standards, zoning and the Parker 2035 Master Plan. If approved, the project would represent the largest private sector investment in a commercial/light industrial development within Parker generating primary employment since the end of the Great Recession in 2009.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. VicinityMap
2. Compark Village Filing No. 4 Amendment No. 1 Minor Development Plat
3. Planning Commission Staff Report

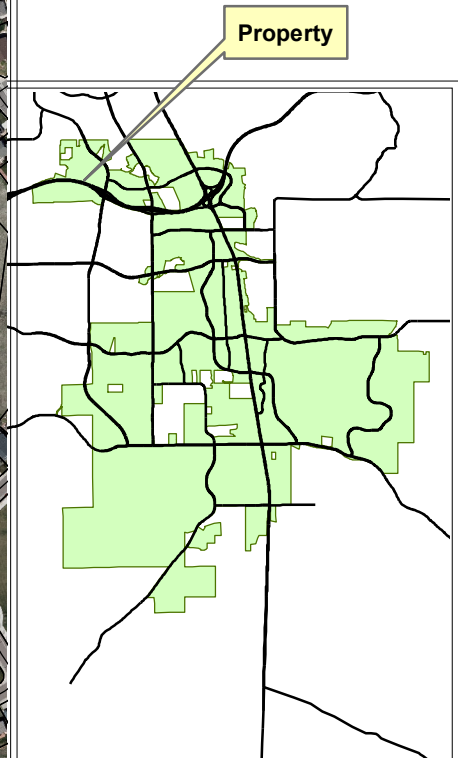
RECOMMENDED MOTION

I move to approve, based on staff findings contained in the staff report, the Minor Development Plat.

Compark Village Filing No. 4 Amendment No. 1

Minor Development Plat

Minor Development Plat
SUB18-047



Legend

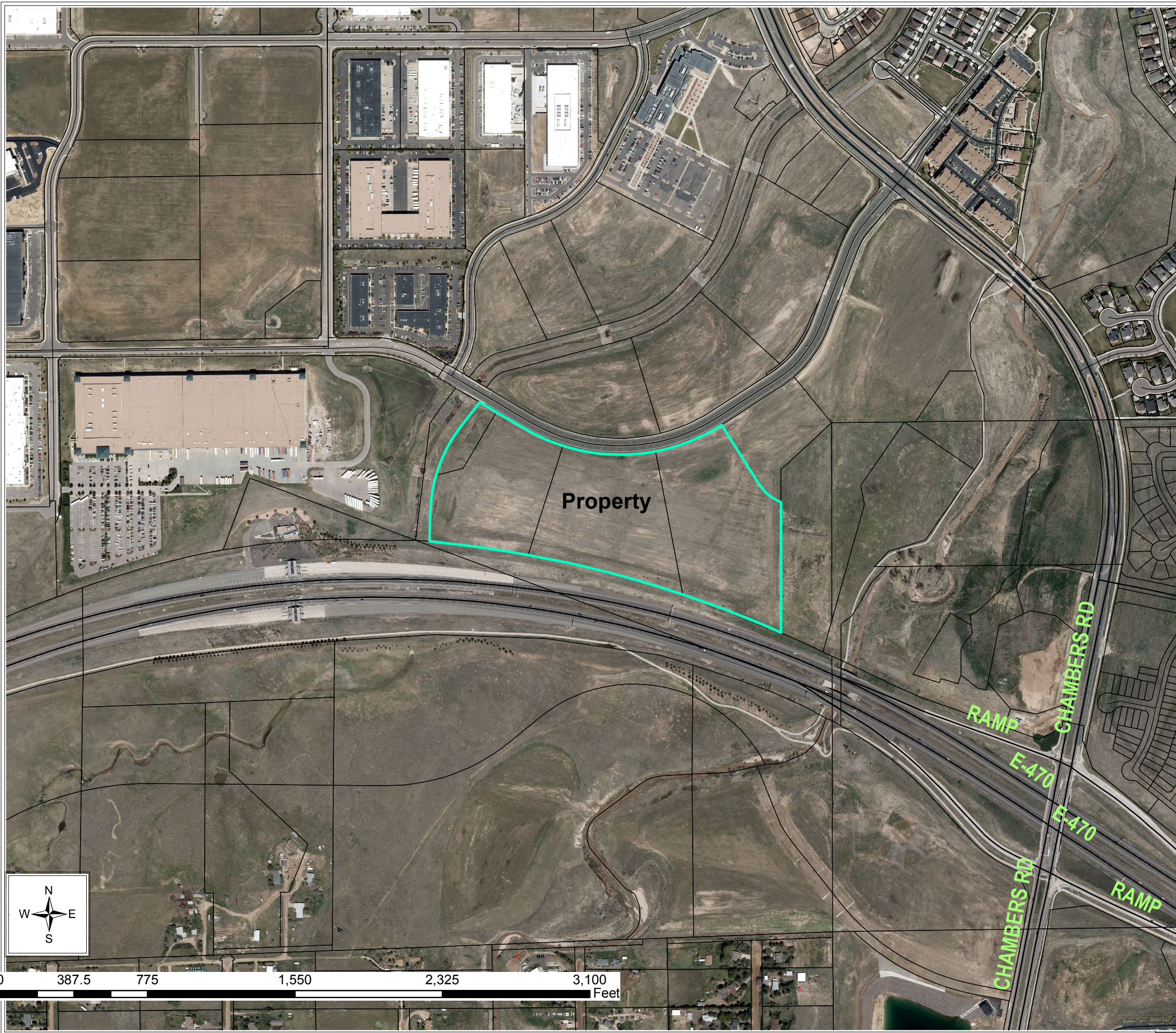
-  Site
-  Roads

Narrative:
Proposed Minor Development Plat to create two buildable lots, one detention pond tract and one unbuildable tract.

Planner: Stacey Neger
Hearing Schedules:

Planning Commission:
February 28, 2019

Town Council:
March 18, 2019



COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4,
A PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

29.443 ACRES – 2 LOTS & 2 TRACTS
SHEET 1 OF 3
COVER SHEET

LEGAL DESCRIPTION

TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4, RECEPTION NUMBER 2002093908, COUNTY OF DOUGLAS, STATE OF COLORADO.

CONTAINING AN AREA OF 29.443 ACRES, (1,282,522 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1**, ALTHOUGH BLOCKS AND STREETS ARE NOT PART OF THIS PLAT, THIS SPECIFIC LANGUAGE IS REQUIRED BY THE TOWN CODE. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FRO ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

EDGE 470 LAND LLC

BY: _____

TITLE: _____

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019,

BY _____, AS _____, OF **EDGE 470 LAND LLC**

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

DEED OF TRUST HOLDER

EDGE 470 LAND LLC

BY: _____

BRUCE H. ETKIN

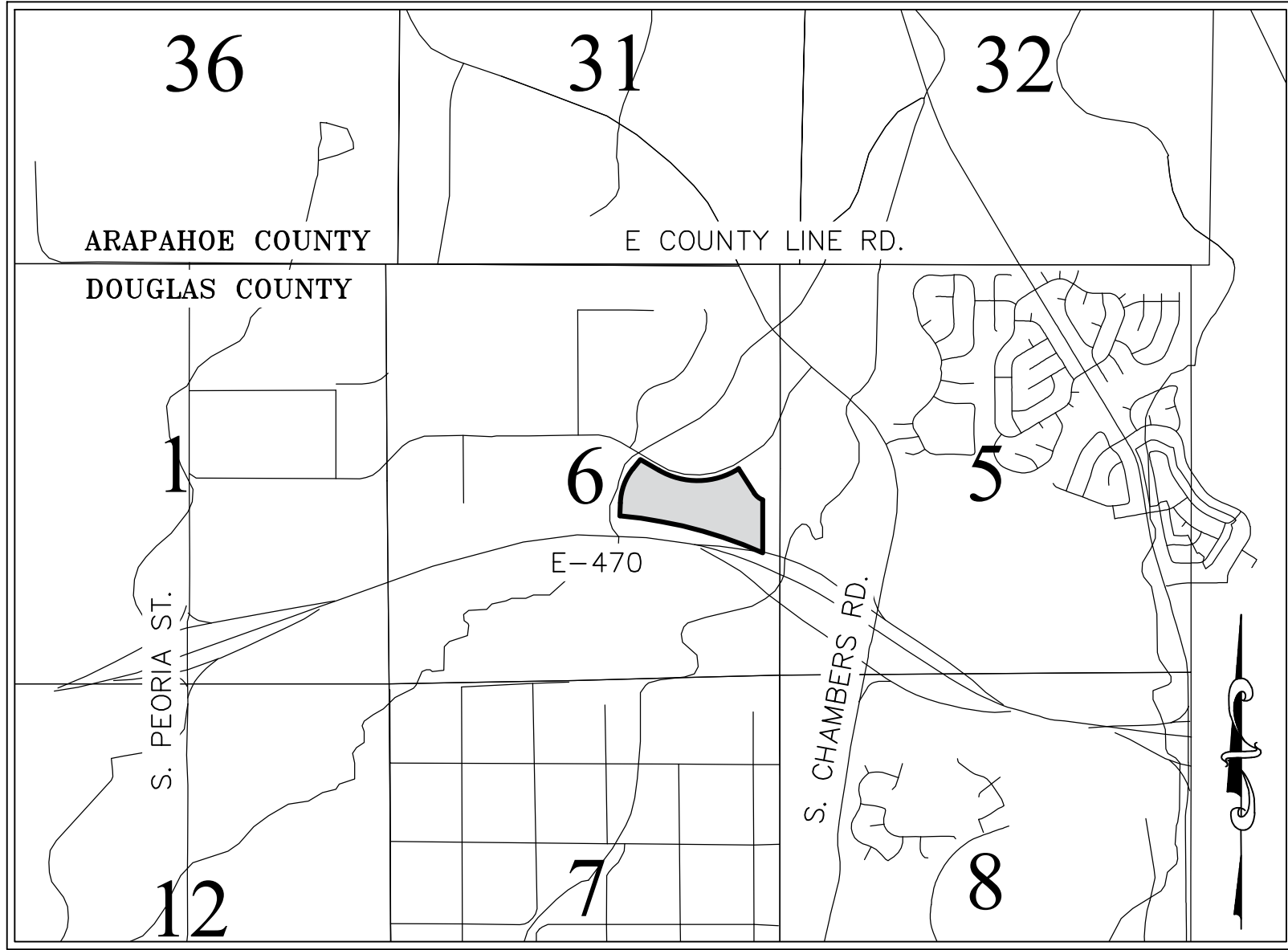
AS MANAGER OF **EDGE 470 LAND LLC**

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 2019, BY BRUCE H. ETKIN AS MANAGER OF **EDGE 470 LAND LLC**

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1" = 2000'

GENERAL NOTES

- FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-N0019606-020-LM1, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF OCTOBER 29, 2018 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 1992), REFERENCED TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "MANHARD CONSULTING PLS 38445 2015" AND AT THE EAST QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 10377 1993", TAKEN TO BEAR NORTH 87°36'30" EAST.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAPS FOR DOUGLAS COUNTY, COLORADO AND INCORPORATED AREAS, PANEL 62 OF 495, MAP NUMBER 08035C0062G, EFFECTIVE MARCH 16, 2016, AND PANEL 66 OF 495, MAP NUMBER 08035C0066G, EFFECTIVE MARCH 16, 2016, THIS PARCEL IS LOCATED WITHIN THE FOLLOWING AREAS: "OTHER FLOOD AREAS, ZONE X, DESCRIBED AS AREAS OF 0.2% ANNUAL CHANCE OF FLOODPLAIN.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
- NOTICE:** ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- NOTICE:** PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- TRACT B IS HEREBY ESTABLISHED AS A PARCEL TO BE REPLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT B SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS REPLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS PROVIDED FOR IN THE APPROVED COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 SUBDIVISION CONSTRUCTION PLANS.
- THE PURPOSE OF THIS PLAT IS TO REPLAT TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4 RECORDED ON DECEMBER 6, 2011 AT RECEPTION NO. 2011076813, INTO 2 LOTS AND 2 TRACTS.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLDS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- NO PORTIONS OF LOTS 1 AND 2 SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE EDGE GRADING AND EROSION CONTROL PLANS. AT SUCH TIME AS A SITE PLAN IS APPROVED FOR THESE LOTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT WITH EACH SITE PLAN APPLICATION.

TITLE VERIFICATION

I/WE, FIDELITY NATIONAL TITLE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE COMPANY COMMITMENT NO. 100-N0019606-020-LM1, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF OCTOBER 29, 2018.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____, AS _____, OF FIDELITY NATIONAL TITLE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN COUNCIL CERTIFICATE

TRACTS A, B, C, AND D **COMPARK VILLAGE FILING NO. 4**, IS HEREWTH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION # 2011076813.

THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

I, **DANIEL E. DAVIS**, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 28TH DAY OF NOVEMBER, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAY ACCURATELY AND PROPERLY SHOWS SAID DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2019, A.D.,

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

LAND USE SUMMARY TABLE				
TRACT	AREA (SF)	AREA (AC)	LAND USAGE	OWNERSHIP/MAINTENANCE
LOT 1	315,718	7.248	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
LOT 2	226,111	5.191	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
TRACT A	56,673	1.301	DETENTION POND (UTILITY, DRAINAGE)	COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT
TRACT B	684,019	15.703	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
TOTALS	1,282,522	29.443		

NOTE: AFTER RECORDING OF THIS PLAT, OWNERSHIP OF TRACT A SHALL BE CONVEYED SEPARATELY BY WARRANTY DEED.

LAST REVISED: 02/7/2019

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER ETKIN JOHNSON REAL ESTATE PARTNERS	DATE OF PREPARATION:	11-26-2018
	1512 LARIMER ST. SUITE 100 DENVER, CO 80202 (303) 223-0487	SCALE:	N/A
	AzTec Proj. No.: 23418-39 Drawn By: BAM	SHEET 1 OF 3	

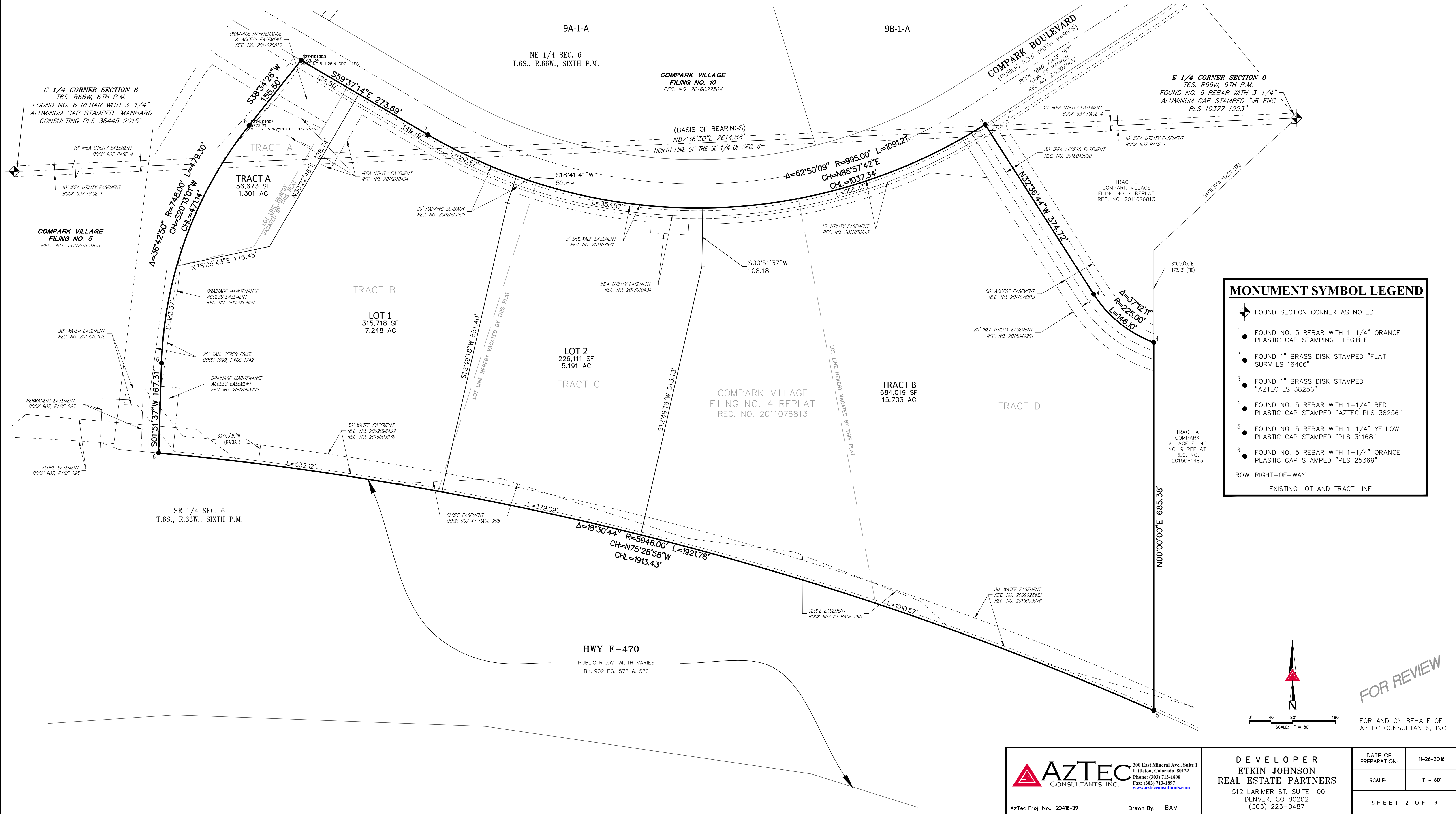
COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4,
A PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

29.443 ACRES - 2 LOTS & 2 TRACTS

SHEET 2 OF 3

EXISTING LOTS AND PROPOSED LOTS



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 23418-39

Drawn By: BAM

DEVELOPER
ETKIN JOHNSON
REAL ESTATE PARTNERS
1512 LARIMER ST. SUITE 100
DENVER, CO 80202
(303) 223-0487

DATE OF PREPARATION:	11-26-2018
SCALE:	1" = 80'
SHEET 2 OF 3	

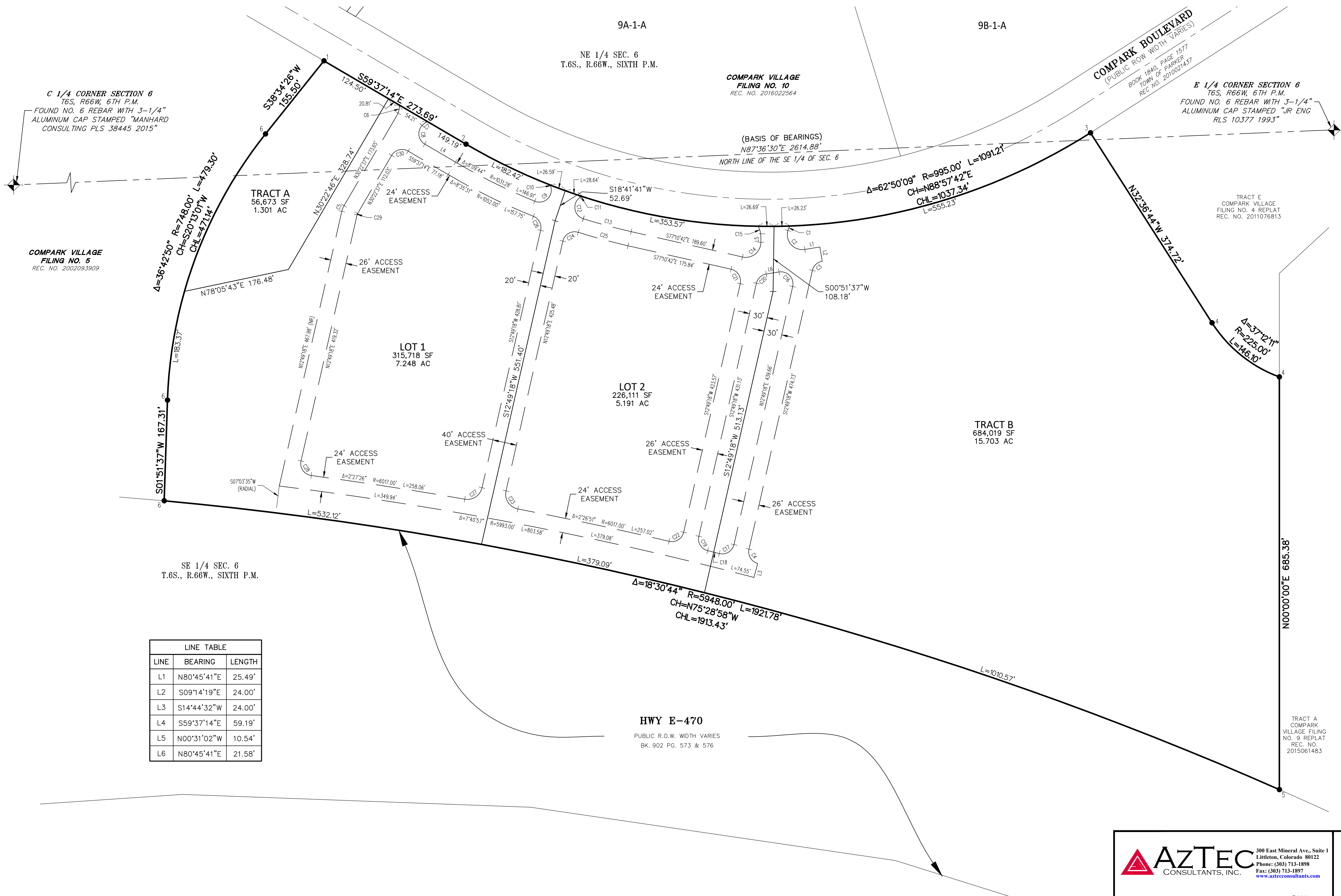
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29.443 ACRES - 2 LOTS & 2 TRACTS

SHEET 3 OF 3

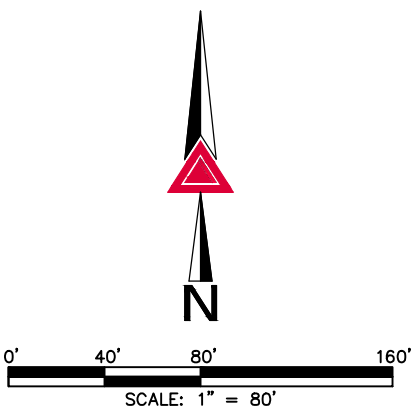
PROPOSED ACCESS EASEMENT



MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPING ILLEGIBLE
 - FOUND 1" BRASS DISK STAMPED "FLAT SURV LS 16406"
 - FOUND 1" BRASS DISK STAMPED "AZTEC LS 38256"
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "PLS 31168"
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 25369"
- ROW RIGHT-OF-WAY
(R) RADIAL
(NR) NON-RADIAL

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	15°23'06"	30.00'	8.06'	S23° 42' 51"W	8.03
C2	115°15'37"	25.00'	50.29'	S41° 36' 31"E	42.23
C3	67°56'23"	20.00'	23.72'	S46° 47' 29"W	22.35
C4	88°04'46"	20.00'	30.75'	S31° 13' 05"E	27.81
C5	17°33'19"	33.00'	10.11'	N21° 35' 57"E	10.07
C6	34°29'09"	30.00'	18.06'	N13° 08' 03"E	17.79
C7	21°06'28"	30.00'	11.05'	S54° 02' 55"W	10.99
C8	103°06'54"	20.00'	35.99'	S08° 03' 47"E	31.33
C9	127°19'59"	19.98'	44.39'	N48° 39' 49"E	35.81
C10	4°54'04"	40.00'	3.42'	N17° 18' 52"W	3.42
C11	4°46'31"	40.00'	3.33'	S57° 04' 43"W	3.33
C12	127°58'50"	19.94'	44.54'	S08° 56' 49"E	35.84
C13	4°35'38"	1028.00'	82.42'	S74° 52' 54"E	82.40
C14	103°19'49"	25.00'	45.09'	N51° 09' 08"E	39.22
C15	32°03'54"	30.00'	16.79'	N16° 32' 59"W	16.57
C16	112°03'37"	20.00'	39.12'	S43° 12' 31"E	33.17
C17	91°17'39"	20.00'	31.87'	S58° 28' 07"W	28.60
C18	0°11'23"	6017.00'	19.94'	N75° 58' 46"W	19.94
C19	88°53'45"	20.00'	31.03'	N31° 37' 35"W	28.01
C20	67°57'29"	20.00'	23.72'	N46° 46' 56"E	22.36
C21	90°00'00"	20.00'	31.42'	N32° 10' 42"W	28.28
C22	90°28'40"	20.00'	31.58'	S58° 03' 37"W	28.40
C23	91°58'11"	25.00'	40.13'	N33° 09' 48"W	35.96
C24	94°39'50"	20.00'	33.04'	N60° 09' 13"E	29.41
C25	4°39'50"	1052.00'	85.63'	S74° 50' 47"E	85.61
C26	82°05'38"	20.00'	28.66'	S27° 09' 55"E	26.27
C27	87°10'34"	25.00'	38.04'	S56° 24' 35"W	34.47
C28	95°16'52"	20.00'	33.26'	N34° 49' 09"W	29.56
C29	17°33'19"	7.00'	2.14'	N21° 35' 57"E	2.14
C30	90°00'09"	20.00'	31.42'	N75° 22' 42"E	28.28



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



AzTec Proj. No.: 23418-39 Drawn By: BAM

DEVELOPER
ETKIN JOHNSON
REAL ESTATE PARTNERS
1512 LARIMER ST. SUITE 100
DENVER, CO 80202
(303) 223-0487

DATE OF PREPARATION: 11-26-2018
SCALE: 1" = 80'
SHEET 3 OF 3



Planning Commission Staff Report

Planning Commission Date: 2/28/2019

Town Council Date: 3/18/2019

Hearing Type: Public Hearing
Compark Village Filing No. 4 Amendment No. 1 –
Minor Development Plat
TRAKiT No. SUB18-047

Location: Generally located south of Compark Blvd., north of E-470, west of Chambers Road and east of Prairie Trail Drive

Project Planner: Stacey Nerger, Planner

Applicant: Dave Klebba, Etkin Johnson

Executive Summary: The applicant is proposing to subdivide Compark Village F4 Tracts B, C & D from four unbuildable tracts into two buildable lots and two tracts. The lots are located on the south side of Compark Boulevard, west of Chambers Road.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Compark Village Filing No. 4 Amendment No. 1 Minor Development Plat.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Compark Village Filing No. 4 Amendment No. 1 Minor Development Plat subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the Compark Village Filing No. 4 Amendment No. 1 Minor Development Plat as the request does not meet the following approval criteria:”

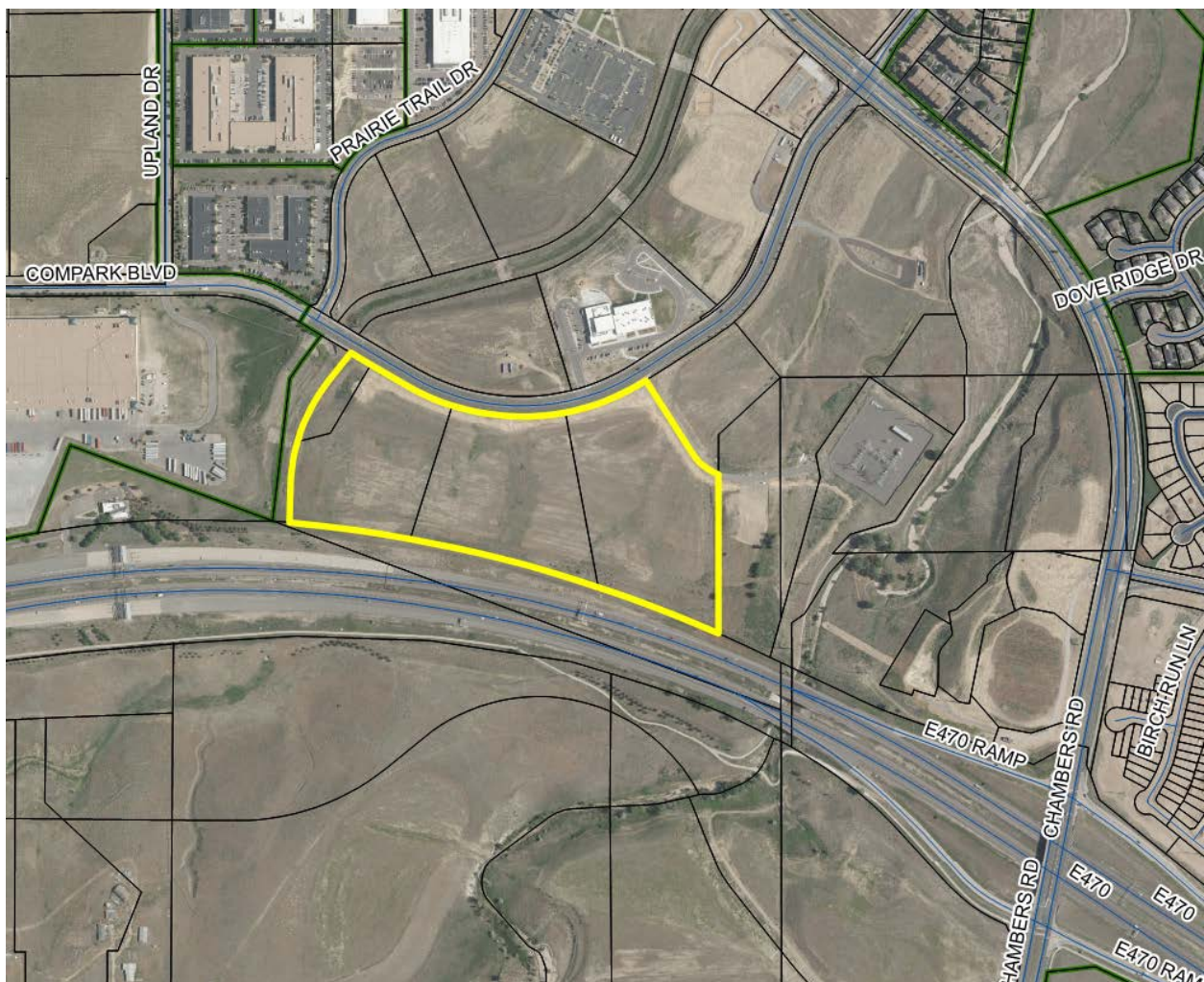
-List criteria not met (either by staff or Planning Commission)

“I move the Planning Commission vote to continue the <insert request> to a future date.”

I. BACKGROUND/DISCUSSION

This request is to subdivide four unbuildable tracts into two buildable lots, a detention pond tract and an unbuildable tract for future development. The proposed Minor Development Plat will plat the property into lots and tracts only. The buildable lots would allow for the development of commercial and industrial uses on the property per the Compark Village Planned Development. The property is approximately 29.4 acres in size and is located south of Compark Boulevard, north of E-470 and west of Chambers Road. All improvements necessary for the construction on the property will be submitted and reviewed as part of a site plan application(s).

Per Section 6.3 of the Town of Parker Home Rule Charter, all plats for the subdivision of land shall be submitted to the Planning Commission for recommendation and presented to Council for approval and final decision.



II. PRIOR ACTIONS

Date	Action
February 5, 2007	The property was annexed and zoned part of the Compark Village Planned Development.
2007	The Compark Village and Cottonwood Highlands (adjacent development) traded several parcels without subdivision those parcels, as required by the Parker Land Development Ordinance.
September 19, 2011	As a result of the illegal trades, Town Council approved several ordinances to clean up the legal descriptions and create legal lots of record.
September 19, 2011	Compark Village Filing No. 4 Exemption Plat was approved as part of the cleanup process.
February 2019	An administrative Site Plan application was submitted to the Town to construct approximately 159,219 square feet of office/warehouse on Lots 1 and 2 of this Minor Development Plat.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	Title 32 Overlay District		
PD & Plan Area	Compark Village Planned Development		
Master Plan Area	E-470 Employment		
Site Acreage	29.443 acres		
Subdivision	Compark Village Filing No. 4		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	E-470 Employment	PD - Planned Development	Vacant and Parker Performing Arts School
South	E-470 Mixed Use	PD - Planned Development	Vacant – Compark Village South
East	E-470 Employment	PD - Planned Development	Vacant and IREA Substation
West	E-470 Employment	Douglas County Zoning	Commercial/Distribution-American Furniture Warehouse

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	E-470 ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>E-470 Employment:</u> Attract primary uses including; professional, medical and corporate offices, light

	industrial uses, flex office, research and development facilities and higher educational campuses. The primary uses in this district should attract business and personal services, convenience retail, child care and restaurants. Light industrial uses are not intended to include primary warehousing, outdoor storage or mini storage uses.
Consistent Goals/Strategies	Land Use 1.C Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located within the E-470 Employment Character Area. This area is intended to provide a variety of land uses to attract employment. The proposed subdivision of land to create buildable lots to construct commercial and industrial uses is consistent with the Town's Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 20' Side – 0' Rear – 0' Corner – 20'	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	60 feet	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	None	Average lot size will be 6.22 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The proposed Minor Development Plat does not propose any structures on the property. This will be	☐ Consistent ☐ Inconsistent ☒ N/A

		determined with a future site plan submittal.	
Off-Street Parking	Title 13.06.050	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The proposed Minor Development Plat will create two buildable lots which meet the minimum acreage needed to construct a viable commercial/industrial development. Additional development standards are in place within the Compark Village Planned Development and will be required to be satisfied at the time of Site Plan application.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Access to each lot will be accommodated off of Compark Boulevard to meet the applicants proposed commercial/industrial use. Access points, spacing and internal circulation will be reviewed with each Site Plan application for development. Pedestrian sidewalks have been constructed along Compark Boulevard and connections to this sidewalk will be required at the time of Site Plan.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Fire Life Safety	No comments on the subdivision application.
Parker Comprehensive Planning	The property is located within the E-470 Employment Character Area and the proposed subdivision aligns with the land uses recommended.
Parker Building	No issues with the subdivision application.
Parker Economic Development	Approved
Stonegate Metro District	The project will be required to meet all Stonegate water and sanitary sewer rules and regulations during design and construction.
Cherry Creek Basin Water Quality Authority	No comment
Urban Drainage	The west pond outfall into Green Acres Tributary will need to be designed to meet UDFCD requirements.
Xcel	No conflict as a utility easement was dedicated at the time of the original plat for the property.
IREA	The Association may require any necessary utility easements during the electrical design phase. In addition, the overhead electrical easements will be vacated once undergrounded.
CenturyLink	No objections as submitted
Comcast	No comment

Aztec Consultants	Approved
Douglas County Assessors	No comment

VIII. CONCLUSION

The applicant submitted this Minor Development Plat to create buildable lots for the future construction of commercial/industrial uses on the property as currently allowed by the Compark Village Planned Development. The proposed plat is consistent with the goals of the Parker 2035 Master Plan by creating opportunities for the expansion of the Town's economic base. Based on this information staff is recommending Planning Commission recommend Town Council approval of the Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Referral Agency Comments
2. Compark Village Filing No. 4 Amendment No. 1 Minor Development Plat

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

**REFERRAL
AGENCY
COMMENTS**

AZTEC CONSULTANTS

Edit Review

SUB18-047

Review Type AzTec Consultants, Inc. 10
Reviewer
Date Sent  Today
Date Due  Today
Status
Remarks
Date Returned  Today
Add to Timesheet

TOWN OF PARKER BUILDING

REVIEWS

Randy Sale

Building 20

There are no building issues with the SUB application. Please see Site Plan, SP18-107, for other comments.

12/3/2018 2:13:37 PM

CENTURYLINK

See comment memo (attached)



CenturyLink
5025 N. Black Canyon Hwy
Phoenix, AZ 85015

December 4, 2018

Town of Parker Colorado
Community Development Department
20120 Mainstreet
Parker, CO 80138

CenturyLink File No. P810590

Re: Case No. SUB18-047 Compark Village Filing 4 Amendment 1 (Replat)
Located N of E-470 & W of Chambers Rd., Parker, CO

This is in response to the request from the Town of Parker, Colorado for the subdivision replat review of Case No. SUB18-047 Compark Village Filing 4 Amendment 1, Located N. Of E-470 & W. of Chambers Rd., Parker, CO. CenturyLink has reviewed the amended replat and has determined that CenturyLink has no objections to the site plans as submitted.

NOTE: Please be aware that there are CenturyLink Facilities located in the immediate area to the west of proposed project. Please Blue Stake before digging or grading to avoid damaging CenturyLink facilities.

Respectfully,

Karen Caime

Karen Caime
Network Real Estate
Karen.Caime@centurylink.com
P810590

COMCAST

No comments submitted

CHERRY CREEK BASIN WATER QUALITY AUTHORITY

No comments submitted

TOWN OF PAKER COMPREHENSIVE PLANNING

REVIEWS

Bryce Matthews

Comprehensive
Planning 20

This property is located in the E-470 Employment Character Area. The proposed subdivision aligns with the land uses that are recommended in the Parker 2035 Master Plan.

1/2/2019 11:24:33 AM

TOWN OF PARKER ENGINEERING

Edit Review

SUB18-047

Review Type PLAT - CIVIL10

Reviewer Tyler Sandt

Date Sent 2/7/2019 Today

Date Due 2/14/2019 Today

Status APPROVED

Remarks

Date Returned 2/7/2019 Today

Add to Timesheet

DOUGLAS COUNTY ASSESSORS OFFICE

Edit Review

SUB18-047

Review Type Douglas County Assessors Office
20

Reviewer Marian Woodward ▼

Date Sent 11/28/2018  Today

Date Due 12/27/2018  Today

Status NO COMMENT ▼

Remarks

Date Returned 12/27/2018  Today

Add to Timesheet

TOWN OF PARKER ECONOMIC DEVELOPMENT

Edit Review

SUB18-047

Review Type Economic Development 20

Reviewer

Date Sent  Today

Date Due  Today

Status

Remarks

Date Returned  Today

Add to Timesheet

FIRE LIFE SAFETY

REVIEWS

Randy Capra

FIRE LIFE
SAFETY 20

Limited information; Fire Life Safety has no issue with the concept. Comments will be made upon review of the SP.

11/29/2018 8:21:07 AM

IREA

REVIEWS

Brooks Kaufman

IREA
20

The Association will require any necessary utility easements during the Association's electrical design phase. The Association existing overhead electrical easements will be vacated upon the burying of the existing overhead electric facilities per the Town of Parker ordinance on overhead power lines.

12/7/2018 8:03:52 AM

PUBLIC SERVICE COMPANY

See attached letter



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

December 21, 2018

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Stacey Nerger

Re: Compark Village F4 A1, Case # SUB18-047

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the **Compark Village F4 A1** minor development plat and has a conflict – PSCo requests that the 15-foot wide utility easement along Compark Boulevard that was dedicated on Compark Village Filing No. 4 is placed back onto this plat.

The property owner/developer/contractor must complete the **application process** for any new natural gas service via FastApp-Fax-Email-USPS (go to: <https://www.xcelenergy.com/start, stop, transfer/new construction service activation for builders>). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 for utility locates prior to construction.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right-of-Way and Permits
Public Service Company of Colorado

STONEGATE VILLAGE METRO DISTRICT

REVIEWS

Scott Barnett

Stonegate
Village Metro
District 15

This project will be served with water and sanitary sewer service by Stonegate Village Metropolitan District by agreement with CBCMD. The project will be required to comply with all Stonegate Rules and Regulations related to water and sanitary sewer design and construction including setting up a review account with the District Management office prior to commencing review. Please contact them directly at 303-858-9909 for details. Drawings will be reviewed independently through the District Engineering office. I can be emailed directly at scott@mulhernmre.com with questions

1/18/2019 12:32:51 PM

URBAN DRAINAGE AND FLOOD CONTROL

See attached letter



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Ken MacKenzie, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

December 27, 2018

UDFCD Maintenance Eligibility Program Referral Review Comments

Project: **Compark Village Filing 4 Amendment 1 (SUB18-047 and SP18-107)**

Stream: **Green Acres Tributary**

UDFCD MEP Phase: **Design**

UD MEP ID: **107490**

Dear **Stacey**,

This letter is in response to the request for our comments concerning the referenced project. We appreciate the opportunity to review this proposal. We have reviewed this proposal only as it relates to major drainage features, in this case:

- West Pond Outfall to Green Acres Tributary

We have the following comments to offer:

1. Please design West Pond Outfall to meet UDFCD criteria. Include appropriate calculations in drainage report and details in construction plans, so that outfall can be reviewed.

Please feel free to contact me with any questions or concerns.

Sincerely,

Urban Drainage and Flood Control District

Richard G. Borchardt PE, CFM
Stream Services Program

Cc: Jacob James, Parker

COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4,
A PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

29.443 ACRES – 2 LOTS & 2 TRACTS
SHEET 1 OF 3
COVER SHEET

LEGAL DESCRIPTION

TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4, RECEPTION NUMBER 2002093908, COUNTY OF DOUGLAS, STATE OF COLORADO.

CONTAINING AN AREA OF 29.443 ACRES, (1,282,522 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1**, ALTHOUGH BLOCKS AND STREETS ARE NOT PART OF THIS PLAT, THIS SPECIFIC LANGUAGE IS REQUIRED BY THE TOWN CODE. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FRO ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

EDGE 470 LAND LLC

BY: _____

TITLE _____

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019,

BY _____, AS _____, OF **EDGE 470 LAND LLC**

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

DEED OF TRUST HOLDER

EDGE 470 LAND LLC

BY: _____

BRUCE H. ETKIN

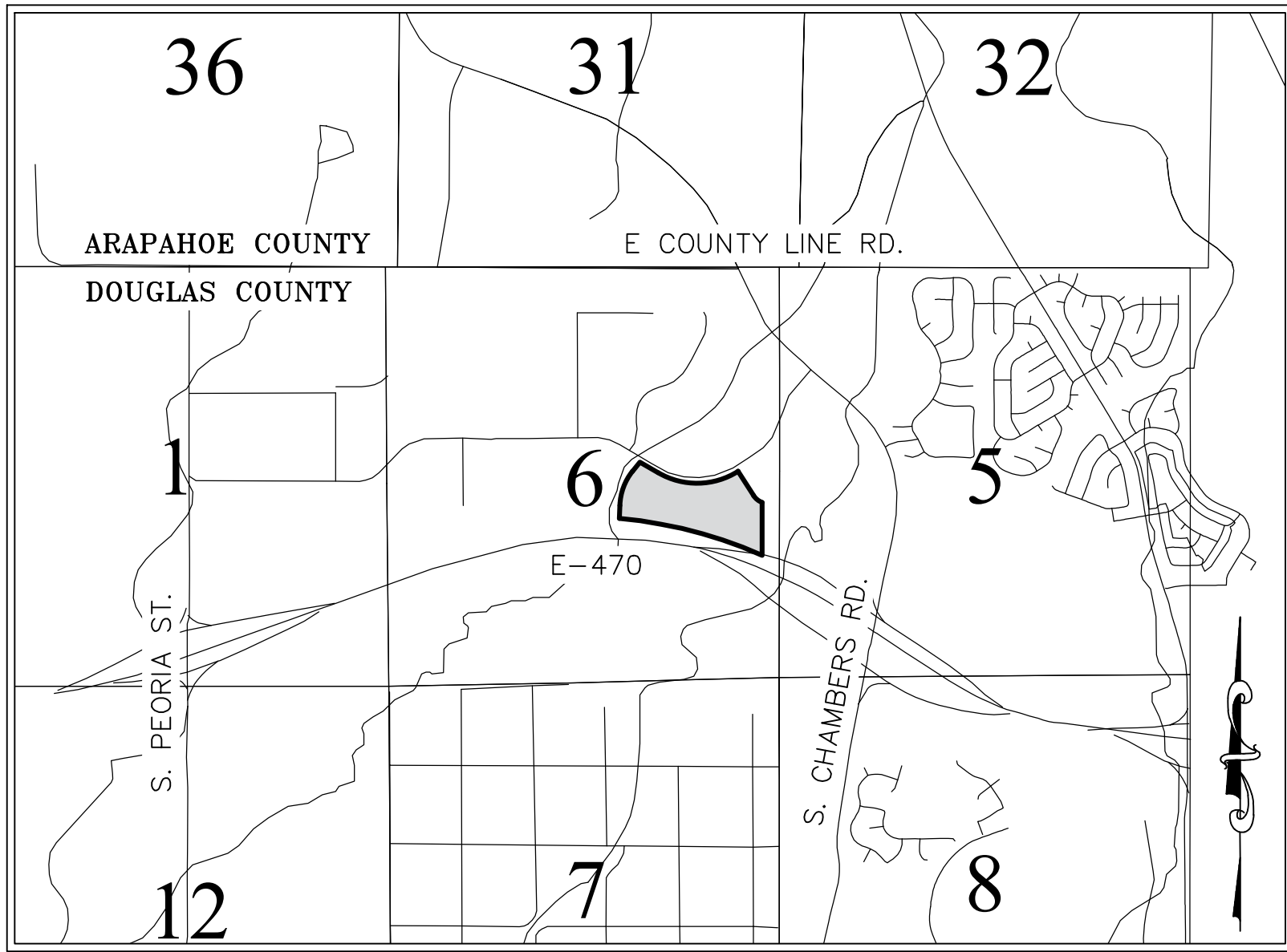
AS MANAGER OF **EDGE 470 LAND LLC**

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 2019, BY BRUCE H. ETKIN AS MANAGER OF **EDGE 470 LAND LLC**

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1" = 2000'

GENERAL NOTES

- 1) FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-N0019606-020-LM1, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF OCTOBER 29, 2018 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- 2) BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 1992), REFERENCED TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "MANHARD CONSULTING PLS 38445 2015" AND AT THE EAST QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 10377 1993", TAKEN TO BEAR NORTH 87°36'30" EAST.
- 3) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAPS FOR DOUGLAS COUNTY, COLORADO AND INCORPORATED AREAS, PANEL 62 OF 495, MAP NUMBER 08035C0062G, EFFECTIVE MARCH 16, 2016, AND PANEL 66 OF 495, MAP NUMBER 08035C0066G, EFFECTIVE MARCH 16, 2016, THIS PARCEL IS LOCATED WITHIN THE FOLLOWING AREAS: "OTHER FLOOD AREAS, ZONE X, DESCRIBED AS AREAS OF 0.2% ANNUAL CHANCE OF FLOODPLAIN.
- 4) DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 5) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
- 6) **NOTICE:** ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 7) **NOTICE:** PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- 8) TRACT B IS HEREBY ESTABLISHED AS A PARCEL TO BE REPLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT B SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS REPLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS PROVIDED FOR IN THE APPROVED COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 SUBDIVISION CONSTRUCTION PLANS.
- 9) THE PURPOSE OF THIS PLAT IS TO REPLAT TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4 RECORDED ON DECEMBER 6, 2011 AT RECEPTION NO. 2011076813, INTO 2 LOTS AND 2 TRACTS.
- 10) ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- 11) WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- 12) A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLDS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- 13) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- 14) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- 15) PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- 16) NO PORTIONS OF LOTS 1 AND 2 SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE EDGE GRADING AND EROSION CONTROL PLANS. AT SUCH TIME AS A SITE PLAN IS APPROVED FOR THESE LOTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT WITH EACH SITE PLAN APPLICATION.

TITLE VERIFICATION

I/WE, FIDELITY NATIONAL TITLE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE COMPANY COMMITMENT NO. 100-N0019606-020-LM1, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF OCTOBER 29, 2018.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____, AS _____, OF FIDELITY NATIONAL TITLE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN COUNCIL CERTIFICATE

TRACTS A, B, C, AND D **COMPARK VILLAGE FILING NO. 4**, IS HEREWTH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION # 2011076813.

THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

I, **DANIEL E. DAVIS**, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 28TH DAY OF NOVEMBER, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAY ACCURATELY AND PROPERLY SHOWS SAID DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2019, A.D.,

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

LAND USE SUMMARY TABLE				
TRACT	AREA (SF)	AREA (AC)	LAND USAGE	OWNERSHIP/MAINTENANCE
LOT 1	315,718	7.248	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
LOT 2	226,111	5.191	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
TRACT A	56,673	1.301	DETENTION POND (UTILITY, DRAINAGE)	COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT
TRACT B	684,019	15.703	FUTURE DEVELOPMENT	COMPARK LAND COMPANY
TOTALS	1,282,522	29.443		

NOTE: AFTER RECORDING OF THIS PLAT, OWNERSHIP OF TRACT A SHALL BE CONVEYED SEPARATELY BY WARRANTY DEED.

LAST REVISED: 02/7/2019

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER ETKIN JOHNSON REAL ESTATE PARTNERS	DATE OF PREPARATION:	11-26-2018
	1512 LARIMER ST. SUITE 100 DENVER, CO 80202 (303) 223-0487	SCALE:	N/A
	AzTec Proj. No.: 23418-39 Drawn By: BAM	SHEET 1 OF 3	

A REPLAT OF TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4,
A PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

SHEET 2 OF 3

9A-1-A

NE 1/4 SEC. 6
T.6S., R.66W., SIXTH P.M.

9B-1-A

E 1/4 CORNER SECTION 6
T6S, R66W, 6TH P.M.
FOUND NO. 6 REBAR WITH 3-1/4
ALUMINUM CAP STAMPED "JR EN
RLS 10377 1993"

10' IREA UTILITY EASEMENT
BOOK 937 PAGE 4



10' IREA UTILITY EASEMENT
BOOK 937 PAGE 1

$\Delta = 36^\circ 42' 50''$ $R = 748.00'$ $L = 479.30'$
 $CH = S20^\circ 13' 01'' W$
 $CHL = 471.14'$

TRACT A
56,673 SF
1,301 AC

TRACT B

LOT 1
315,718 SF
7.248 AC

LOT 2
226,111 SF
5.191 AC

COMPARK VILLAGE
FILING NO. 4 REPLAT
REC. NO. 2011076813

TRACT B
684,019 SF
15.703 AC

TRACT D

TRACT A
COMPARK
VILLAGE FILING
NO. 9 REPLAT
REC. NO.
2015061483

 FOUND SECTION CORNER AS NOTED

- 1 ● FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPING ILLEGIBLE
- 2 ● FOUND 1" BRASS DISK STAMPED "FLAT SURV LS 16406"
- 3 ● FOUND 1" BRASS DISK STAMPED "AZTEC LS 38256"
- 4 ● FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
- 5 ● FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "PLS 31168"
- 6 ● FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 25369"

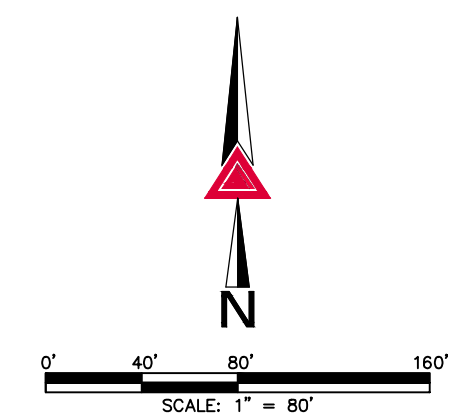
ROW RIGHT-OF-WAY

— EXISTING LOT AND TRACT LINE

SE 1/4 SEC. 6
T.6S., R.66W., SIXTH P.M.

HWY E-470
PUBLIC R.O.W. WIDTH VARIES
BK. 902 PG. 573 & 576

30' WATER EASEMENT
REC. NO. 2009098432
REC. NO. 2015003976



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



AzTec Proj. No.: 23418-39

Drawn By: BAM

DEVELOPER
ETKIN JOHNSON
REAL ESTATE PARTNERS
1512 LARIMER ST. SUITE 100
DENVER, CO 80202
(303) 223-0487

DATE OF PREPARATION:	11-26-2018
SCALE:	1" = 80'
S H E E T 2 O F 3	

A REPLAT OF TRACTS A, B, C AND D, COMPARK VILLAGE FILING NO. 4,
A PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

9A-1-A

NE 1/4 SEC. 6
T.6S., R.66W., SIXTH P.M.

COMPARK BOULEVARD
(PUBLIC ROW WIDTH VARIES)
BOOK 1840, PAGE 1577
TOWN OF PARKER
REC NO. 2010021437

TRACT E
COMPARK VILLAGE
FILING NO. 4 REPLAT
REC. NO. 2011076813

COMPARK VILLAGE
FILING NO. 5
REC. NO. 2002093909

LINE TABLE		
LINE	BEARING	LENGTH
L1	N80°45'41"E	25.49'
L2	S09°14'19"E	24.00'
L3	S14°44'32"W	24.00'
L4	S59°37'14"E	59.19'
L5	N00°31'02"W	10.54'
L6	N80°45'41"E	21.58'

PUBLIC R.O.W. WIDTH VARIES
BK. 902 PG. 573 & 576

(NR) NON-RADIAL

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



AzTec Proj. No.: 23418-39

Drawn By: BAM

DEVELOPER
ETKIN JOHNSON
REAL ESTATE PARTNERS
1512 LARIMER ST. SUITE 100
DENVER, CO 80202
(303) 223-0487

DATE OF PREPARATION:	11-26-2018
SCALE:	1" = 80'
S H E E T 3 O F 3	



Request for Town Council Action

Date: March 18, 2019
Submitted By: Jim Maloney, Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **LISTING AGREEMENT FOR MY MAINSTREET**

Department: **Town Attorney, Jim Maloney
Community Development, Jason
Rogers**

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Town Council to consider a broker listing agreement between the Town and NavPoint Real Estate Group, LLC (“NavPoint”), for real property owned by the Town, which are commonly referred to as Schoolhouse (gym), PACE Lot 2, East Main and Pine Curve (the “Town Parcels”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the October 8, 2018, study session, Town staff was directed to issue a Commercial Brokerage Firm Request for Proposals (“RFP”) to identify a commercial brokerage firm to assist with the sale of the Town Parcels on Mainstreet.

The RFP was sent out to 36 brokerage firms on October 12, 2018. The proposals were due December 12, 2018, and one complete proposal from NavPoint was submitted. An internal staff team, comprised of staff from Community Development, Economic Development, Engineering/Public Works, and P3, reviewed the NavPoint proposal and recommended the negotiation of a listing agreement with NavPoint.

The Town Parcels consist of:

Schoolhouse (gym): Lot 1B, Mainstreet Center, 1st Amendment, according to the plat as recorded May 23, 2016, at Reception No. 2016032233, County of Douglas, State of Colorado

PACE Lot 2: Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat Lot 2

East Main: Mainstreet and Pine Marketplace, 4th Amendment, Lot 4
Pine Curve:

Parcel 1 (larger parcel): Tract in W1/2NW1/4 23-6-66 21.159 AM/L

Parcel 2 (smaller parcel): Tract in W1/2N21/4 23-6-66 3 AM/L 243-427 MTD 0356485

The listing agreement with NavPoint includes the following terms:

Listing Period: The initial listing period is 270 days

Extension to Listing Period: Four (4) extension terms for a period of three (3) months (twelve months total)

Listing Prices:

Schoolhouse (gym): \$375,000 (\$25.00/sf)

PACE Lot 2: \$1,708,000 - \$3,886,400 (\$28.00/sf) (based on the portion of lot that is sold)

East Main: \$3,905,000 (\$22.00/sf)

Pine Curve: \$5,793,331 (\$5.50/sf)

Termination Fee: The convenience termination fee for the listing agreement is 1% of the listing price, plus costs incurred by the broker for marketing the property that is the subject of any termination.

FINANCIAL IMPACT

Financial impact is dependent upon the purchase and sale of any parcel and the termination of the listing agreement for convenience.

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Listing Agreement for My Mainstreet

RECOMMENDED MOTION

I move to approve the listing agreement with NavPoint Real Estate Group, LLC.



NavPoint Real Estate Group

Matt Call

Ph: 720-420-7530 Fax: 720-240-0762

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-16) (Mandatory 1-17)

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

☒ **SELLER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date:

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: *TOWN OF PARKER COLORADO*

3.2. Brokerage Firm: *NavPoint Real Estate Group*

3.3. Broker: *Matt Call, Ian Elfner, Jason Mayer*

Seller(s) Initials: _____

3.4. Property. The Property is the following legally described real estate in the County of **Douglas**, Colorado: See Additional Provisions.

INTENTIONALLY LEFT BLANK

Seller(s) Initials: _____

67 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant
68 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

69 **3.5. Sale; Lease.**

70 **3.5.1.** [REDACTED]
71 [REDACTED]
72 [REDACTED]
73 [REDACTED] See Additional
74 Provisions

75 ☐ **3.5.2.** [REDACTED]
76 [REDACTED]
77 [REDACTED]
78 [REDACTED] Intentionally Deleted

79 **3.6. Listing Period.** [REDACTED]
80 [REDACTED]
81 [REDACTED]
82 [REDACTED]
83 [REDACTED] See Additional Provisions

84 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
85 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution
86 of this contract) means the date upon which both parties have signed this Seller Listing Contract.

87 **3.8. Day; Computation of Period of Days, Deadline.**

88 **3.8.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
89 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
90

91 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
92 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
93 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐
94 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
95 checked, the deadline will not be extended.
96
97
98

99 **4. BROKERAGE RELATIONSHIP.**

100 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited
101 agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a
102 Transaction-Broker.
103

104 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working
105 with different brokers, those brokers continue to conduct themselves consistent with the brokerage
106 relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay
107 compensation to brokers within Brokerage Firm working with a buyer.
108

109 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
110 broker, Broker must function as:
111

112 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
113 the following applies:
114

115 **4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage**
116 **Relationship with Both**) is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a
117 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must
118 disclose to such customer Broker's relationship with Seller.

119 ☒ **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked,
120 Broker represents Seller as Seller's Agent and must treat the buyer as a customer [REDACTED]
121 [REDACTED]
122 [REDACTED] See Additional Provisions

123 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
124 the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker
125 must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent
126 for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a
127 Transaction-Broker.
128
129

130 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
131 Seller's Agent, must perform the following **Uniform Duties** when working with Seller:
132

- 133 5.1. Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:
- 134 5.1.1. Performing the terms of any written or oral agreement with Seller;
- 135 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the
- 136 Property is subject to a contract for Sale;
- 137 5.1.3. Disclosing to Seller adverse material facts actually known by Broker;
- 138 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
- 139 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 140 5.1.5. Accounting in a timely manner for all money and property received; and
- 141 5.1.6. Keeping Seller fully informed regarding the transaction.
- 142 5.2. Broker must not disclose the following information without the informed consent of Seller:
- 143 5.2.1. That Seller is willing to accept less than the asking price for the Property;
- 144 5.2.2. What the motivating factors are for Seller to sell the Property;
- 145 5.2.3. That Seller will agree to financing terms other than those offered;
- 146 5.2.4. Any material information about Seller unless disclosure is required by law or failure to
- 147 disclose such information would constitute fraud or dishonest dealing; or
- 148 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or
- 149 stigmatize the Property.
- 150 5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
- 151 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
- 152 further disclose such information without consent of Seller, or use such information to the detriment of Seller.
- 153 5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker
- 154 may show alternative properties not owned by Seller to other prospective buyers and list competing properties
- 155 for sale.
- 156 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is
- 157 subject to a contract for Sale.
- 158 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer
- 159 and has no duty to independently verify the accuracy or completeness of statements made by Seller or
- 160 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
- 161 condition or to verify the accuracy or completeness of any statement made by a buyer.
- 162 5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been
- 163 approved, directed, or ratified by Seller.
- 164 5.8. When asked, Broker ☒ Will ☐ Will Not disclose to prospective buyers and cooperating brokers
- 165 the existence of offers on the Property [REDACTED]
- 166 [REDACTED].

167 6. **ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,

168 Broker is Seller's Agent, with the following additional duties:

- 169 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;
- 170 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and
- 171 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by
- 172 Broker.

173 See Additional Provisions.

174 7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller

175 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned

176 by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by

177 any other person in connection with the Sale of the Property.

178 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay

179 Brokerage Firm as follows:

180 7.1.1. **Sale Commission.** [REDACTED] See Additional Provisions,

181 in U.S. dollars.

182 7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to

183 (1) n/a% of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.

184 7.1.3. **Other Compensation.** n/a

—

INTENTIONALLY LEFT BLANK

199 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage
200 firms, whose brokers are acting as:
201 ☒ **Buyer Agents:** [REDACTED] See Additional Provisions
202 ☒ **Transaction-Brokers:** [REDACTED] See Additional
203 Provisions
204
205 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:
206 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;
207 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
208 specified in this Seller Listing Contract; or
209 **7.3.3.** Any Sale [REDACTED] of the Property within **180** calendar days after the
210 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was
211 submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however,
212 Seller ☒ **Will** ☐ **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned
213 by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during
214 the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this
215 § 7.3.3, then Seller does not owe the commission to Brokerage Firm. See Additional Provisions
216
217 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale made during the
218 Listing Period or any extension of such original or extended term. [REDACTED]
219 [REDACTED]
220 [REDACTED]
221 [REDACTED]
222 [REDACTED]
223 [REDACTED]
224 See Additional Provisions
225
226 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
227 forth in § 7, will accept compensation from any other person or entity in connection with the Property without
228 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive
229 mark-ups or other compensation for services performed by any third party or affiliated business entity unless
230 Seller signs a separate written consent for such services.
231
232 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Seller has
233 been advised by Broker of the advantages and disadvantages of various marketing methods, including
234 advertising and the use of multiple listing services (MLS) and various methods of making the Property
235 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether
236 some methods may limit the ability of another broker to show the Property. After having been so advised,
237 Seller has chosen the following:
238
239 **9.1. MLS/Information Exchange.**
240 **9.1.1.** The Property ☒ **Will** ☐ **Will Not** be submitted to one or more MLS and ☒ **Will** ☐ **Will Not**
241 be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide
242 timely notice of any status change to such MLS and information exchanges. Upon transfer of deed from Seller
243 to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges.
244 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: n/a.
245 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.
246 **9.1.4.** The Property Address ☒ **Will** ☐ **Will Not** be displayed on the Internet.
247 **9.1.5.** The Property Listing ☒ **Will** ☐ **Will Not** be displayed on the Internet.
248
249 **9.2. Property Access.** Access to the Property may be by:
250 ☒ Manual Lock Box ☐ Electronic Lock Box
251 ☒ Via Appointment with Matt Call, Ian Elfner or Jason Mayer.
252 Other instructions: .
253
254 **9.3. Brokerage Marketing.** The following specific marketing tasks will be performed by Broker:
255 [REDACTED] See Additional Provisions
256
257
258 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**
259 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the
260 Property only through Broker, and to refer to Broker all communications received in any form from real estate
261
262
263
264

brokers, prospective buyers, tenants or any other source during the Listing Period of this Seller Listing Contract.

10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Seller represents that Seller ☐ Is ☒ Is Not currently a party to any listing agreement with any other broker to sell the Property.

10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and reproduction of such material, compilation and data.

See Additional Provisions

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. PRICE AND TERMS. The following Price and Terms are acceptable to Seller:

11.1 Price. See Additional Provisions

11.2 Terms. ☒ Cash ☒ Conventional ☐ FHA ☐ VA ☐ Other: n/a

11.3. Loan Discount Points. n/a

11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed \$ n/a, that Buyer is not allowed by law to pay, for tax service and n/a.

Earnest Money.

See Additional Provisions

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated:

☒ See Additional Provisions; ☒ Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; ☒ See Additional Provisions

11.7. Advisory: Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions. The Purchase Price includes the following items (Inclusions):

13.1.1. Fixtures. The following items are included if attached to the Property on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including n/a remote controls.

Other Fixtures: n/a

If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures are also included in the Purchase Price.

13.1.2. Personal Property. The following items are included if on the Property, whether attached or not, on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: ☐ **Water Softeners** ☐ **Smoke/Fire Detectors** ☐ **Carbon Monoxide Alarms** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes); and n/a

The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

13.1.3. Trade Fixtures. The following trade fixtures are included: n/a

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

13.1.4. Parking and Storage Facilities. ☐ **Use Only** ☐ **Ownership** of the following parking facilities: n/a; and ☐ **Use Only** ☐ **Ownership** of the following storage facilities: n/a.

13.1.5. Water Rights. The following legally described water rights: n/a. Any water rights must be conveyed by n/a deed or other applicable legal instrument. The Well Permit # is n/a.

13.1.6. Growing Crops. The following growing crops: n/a.

13.2. Exclusions. The following are excluded (Exclusions): n/a

14. TITLE AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's name. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a Bargain and Sale deed, only that title Seller has in the Property. Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing.

All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: None

The Property is subject to the following leases and tenancies: None

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the Sale contract See Additional Provisions

16. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently payable at approximately \$n/a per n/a and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except n/a. Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

397 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Upon Delivery of
398 Deed, subject to leases and tenancies as described in § 14.
399

400
401 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

402 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
403 adverse material facts actually known by such broker including but not limited to adverse material facts
404 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
405 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
406 These types of disclosures may include such matters as structural defects, soil conditions, violations of health,
407 zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have
408 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker
409 about the Property.
410

411
412 **18.2. Seller's Obligations.**

413 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material latent (not obvious)
414 defects is required by law. Seller ☒ **Agrees** ☐ **Does Not Agree** to provide a Seller's Property Disclosure
415 form completed to Seller's current, actual knowledge. See Additional Provisions
416

417 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
418 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
419 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to
420 any potential buyer in a timely manner.
421

422 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
423 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
424 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
425 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location
426 as required by the applicable building code, prior to offering the Property for sale or lease.
427

428 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
429 date of the sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option,
430 agrees in writing to any repairs or other work to be performed by Seller.
431

432
433 **19. RIGHT OF PARTIES TO CANCEL.**

434 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller
435 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if
436 the Seller Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment
437 of Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties
438 (§ 5) or, if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all material Additional
439 Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such
440 cancellation. See Additional Provisions
441

442 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written
443 notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate
444 or inspect the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this
445 Seller Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Property or
446 Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity,
447 odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants,
448 or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
449 Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant of
450 the Property fails to reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. Any
451 rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation. See Additional
452 Provisions
453
454
455
456

457 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums
458 received will be: (1) ☒ 100% will be paid to Seller; (2) ☐ divided between Brokerage Firm and Seller, one-half
459 to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to
460 Seller; (3) ☐ Other: . If no box is checked in this Section, choice (1), 100 % paid to Seller, applies. XXXXXXXXXX
461
462

463 [REDACTED]
464 [REDACTED]

465 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage
466 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate
467 cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products
468 or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests,
469 soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor
470 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
471 made by Brokerage Firm for such products or services authorized by Seller in writing.
472
473

474
475 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of service
476 vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).
477

478
479 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for
480 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such
481 damage is caused by their negligence or intentional misconduct.
482

483
484 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer
485 because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental
486 disability, handicap, religion, national origin or ancestry of such person.
487

488
489 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges
490 that Broker has advised that this document has important legal consequences and has recommended
491 consultation with legal and tax or other counsel before signing this Seller Listing Contract.
492

493
494 **26.** [REDACTED]
495 [REDACTED]
496 [REDACTED]
497 [REDACTED]
498 [REDACTED]
499 [REDACTED]
500 [REDACTED]
501 [REDACTED]
502 [REDACTED]
503 [REDACTED]
504

505 **27.** [REDACTED]
506 [REDACTED]
507 [REDACTED]
508 [REDACTED]
509

510 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
511 Colorado Real Estate Commission.)
512 [REDACTED]
513 [REDACTED]
514 [REDACTED]
515 [REDACTED]
516 [REDACTED]
517 [REDACTED]
518 [REDACTED]
519 [REDACTED] See Addendum A containing Additional
520 Provisions
521

522
523 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract: See Addendum A which is
524 incorporated herein by reference.
525 [REDACTED]
526
527

528 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is deemed

to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

INTENTIONALLY LEFT BLANK

Seller(s) Initials: _____

529 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

530 **31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document,
531 including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective
532 upon physical receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf
533 of Seller, any named individual of Seller or representative of Seller. See Additional Provisions

534 **31.2. Electronic Delivery.**

535 [REDACTED]

536 [REDACTED]

537 [REDACTED]

538 See Additional Provisions

539 **31.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by
540 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
541 residents who sign a contract in this state for property located in Colorado.

542 **32. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this
543 Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by
544 the parties.

545 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately, and
546 when so executed by all the parties, such copies taken together are deemed to be a full and complete contract
547 between the parties.

548 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any
549 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

550 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
551 Broker, including all attachments.

552 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

553 Seller: See Additional Provisions

554 Date: _____

555 Broker: See Additional Provisions

595 _____ Date _____
596 _____
597 _____
598 _____
599 _____
600 _____
601 _____
602 _____
603 _____
604 **LC50-6-16 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**
605 CTM eContracts - ©2016 CTM Software Corp.
606 _____
607 _____
608 _____

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ADDENDUM A

Additional Provisions

This Addendum A is attached to the Seller Listing Contract between NavPoint Real Estate Group (“Broker:”) and Town of Parker, Colorado (“Seller”), for the marketing of the Property described below (Contract”).

28. ADDITIONAL PROVISIONS. The following additional provisions are incorporated into the Contract by reference. Section references are to existing Sections of the Contract where applicable and to new Sections when added. The language set forth below is supplemental to language contained in the referenced Section of the Contract. In the event of any inconsistency between the original terms of the Contract and the terms of these Additional provisions, the terms of these Additional Provisions shall control.

DATE: The Effective Date of the Contract shall be the date it is signed by Seller, which shall be inserted in the Date blank on page 1 of the Contract.

3. DEFINED TERMS.

3.4. Property. The Property is comprised of separate parcels legally described below (each a “Parcel”) located in the County of Douglas, State of Colorado. This Contract shall apply to each Parcel independently.

3.4.1. Schoolhouse: Lot 1B, Mainstreet Center 1st Amendment, according to the plat as Recorded May 23, 2016 at Reception No. 2016032233, County of Douglas, State of Colorado

3.4.2. PACE Lot 2: Civic Center Filing No. 1, 1st Amendment Subdivision Exemption Plat Lot 2

3.4.3. East Main: Mainstreet and Pine Marketplace 4th Amendment Lot 4

3.4.4. Pine Curve:

- **Parcel 1** (larger parcel): TRACT IN W1/2NW1/4 23-6-66 21.159 AM/L
- **Parcel 2** (smaller parcel): TR IN W1/2NW1/4 23-6-66 3 AM/L 243-427 MTD 0356485

3.5. Sale; Lease.

3.5.1. A Sale shall mean the consummation of a Purchase and Sale Agreement (“PSA”) by Seller’s conveyance of a Parcel, which shall occur only upon the signing and delivery of a deed by Seller conveying such Parcel. PSA shall mean a contract for the purchase and sale of a Parcel signed by both Seller and the buyer identified in the PSA.

3.6. Listing Period. The Listing Period of this Contract shall begin on the Effective Date and shall continue until the earlier to occur of: (1) completion of the Sale of all Parcels, or (2) two hundred seventy (270) days after the Effective Date, or (3) when terminated by Seller or Brokerage Firm, provided that this Contract shall continue in force with respect to any Parcel that is subject to a PSA on the date of termination, until such PSA is either consummated by closing or is terminated. Seller may extend the Listing Period for up to four consecutive periods of three (3) months each by the Town Administrator of Seller delivering written notice of extension to Broker prior the end of the Listing Period then in force. Seller's failure to extend the Contract prior to the expiration of the Listing Period then in force shall terminate any then unexercised extension options.

4. BROKERAGE RELATIONSHIP

4.3. In-Company Transaction – One Broker.

4.3.1. Seller's Agent.

4.3.1.2. Seller Agency Unless Brokerage Relationship with Both. If Broker has an agency or Transaction-Brokerage relationship with the buyer, then Broker shall disclose such relationship to Seller and may request that Seller agree that Broker shall act as a Transaction Broker pursuant to Section 4.3.1.2. with respect to a Sale to such Buyer, which request Seller may approve or disapprove in Seller's sole discretion.

6. ADDITIONAL DUTIES OF SELLER'S AGENT.

6.4. Prepare a competitive marketing analysis for the Property in order to assist in establishing the correct competitive listing price.

6.5. In cooperation with Seller's attorney, prepare and sign all listing agreements.

6.6. Placing the Property information into commercial listing database services.

6.7. Meet with stakeholders and develop a sales strategy for the Property.

6.8. Create and distribute marketing materials and advertise the Property.

6.9. Create and place signage on the Property.

6.10. Solicit buyers that specialize in acquisition and development.

6.11. Act as the primary contact with other agents, brokers and potential buyers.

6.12. Provide Property tours and facilitate the exchange of information regarding the Property between Seller and potential buyers.

6.13. Provide monthly progress reports to Seller and real-time information about inquiries and offers as requested.

6.14. Evaluate offers and advise Seller on the most favorable options.

6.15. Negotiate the material terms and conditions, as allowed by the Colorado Real Estate Commission, of a PSA between Seller and Buyer.

6.16. Facilitate Property inspections.

6.17. Coordinate activities between Seller and buyer's representatives in order to close the Sale.

6.18. Prepare and process all paperwork, as allowed by the Colorado Real Estate Commission, necessary to complete the transaction.

6.19. Cover all expenses involved in Broker's marketing of the Property.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.

7.1. Amount.

7.1.1. Sale Commission. All costs associated for provision of the services necessary to market the Property shall be included as part of the brokerage commission.

7.1.1.1. Direct Sale: No Cooperating Broker Involved.

7.1.1.1.1. Parcel Sales Price: \$0 - \$2,000,000. Five percent (5%) for any transaction not involving an outside broker within this volume range.

7.1.1.1.2. Parcel Sales Price: \$2,000,001 - \$5,000,000. Four percent (4%) for any transaction not involving an outside broker within this volume range.

7.1.1.1.3. Parcel Sales Price: Over \$5,000,000. Three percent (3%) for any transaction not involving an outside broker within his volume range.

7.2. Cooperative Broker Compensation.

7.2.1. Outside Sale: With Cooperating Broker Involved.

7.2.1.2. Parcel Sales Price: \$0 - \$2,000,000. Six percent (6%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.2.1.2. Parcel Sales Price: \$2,000,001 – \$5,000,000. Five percent (5%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.2.1.3. Parcel Sales Price: Over \$5,000,000. Four percent (4%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.3. When Earned.

7.3.3. The Holdover Period shall be applied on a Parcel by Parcel basis. With respect to each Parcel, as of the date of expiration of the Listing Agreement for that Parcel, the term "Submitted Prospect" shall mean and be limited to a prospect who is in active negotiation for purchase of the Parcel under a pending letter of intent. Within ten (10) business days after the expiration of the Listing Agreement for a Parcel, Broker shall provide Seller with a written statement identifying any Submitted Prospect for such Parcel. Business day shall mean a day that is not a Saturday, Sunday, or federal or Colorado state holiday.

7.4. When Applicable and Payable. Any commission payable under Article 7 shall be payable at the time of the closing of a Sale under a PSA.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.

9.3. Brokerage Marketing. The following specific marketing tasks shall be performed by Broker, but the associated timelines are estimates and not deadlines:

9.3.1. DAYS 1-30 INFORMATION GATHERING.

- Collect and organize due diligence materials
- Finalize pricing
- Finalize comprehensive offering brochure and marketing materials with Seller

9.3.2. DAYS 30-60 MARKETING PERIOD.

- Call logical prospects directly to discuss opportunity
- Work a direct deal as thoroughly as possible
- Expose asset to brokerage and development community
- Arrange Property tours and provide detailed property data
- Provide marketing materials and initial due diligence for prospect review
- Bi-monthly and real time progress updates

9.3.3. DAYS 61-180. BUYER SELECTION & DUE DILIGENCE

- Collect offers
- Best & final process with top buyers
- Negotiate terms
- Select buyer and prepare and negotiate Purchase and Sale Agreement (Seller shall draft PSA)
- Provide due diligence material to buyer
- Coordinate due diligence process
- Facilitate vendor access and inspections
- Manage dates & deadlines

9.3.4. DAYS 180-UNTIL CLOSING IF UNDER A PSA.

- Attend public meetings related to Parcel(s)
- Prepare/review prorations and adjustments
- Coordinate with title company
- Arrange closing date and time

9.3.5. MARKETING MATERIALS. Broker shall utilize a variety of methods to ensure that each Parcel is exposed to the widest audience possible by ensuring the Property receives maximum web exposure augmented by strong marketing collateral and selected print advertising. Broker shall expose the Property to the widest range of potential prospects while ensuring maintenance of a relevant audience throughout the marketing process. Marketing shall include the following:

- Access to Broker's internal network of investors
- Professionally designed, oversized postcard mailers to targeted prospects
- Placement in all commercial database exchanges including, but not limited to: Catalyst, LoopNet, CoStar, CIMLS, Officespace.com, Navpointre.com, Google, LinkedIn, Facebook, Instagram, Crexi, Brevitas, and 42 Floors
- Pro-active use of database email exchanges to create maximum exposure for the Property to the brokerage community
- Professionally design and prime placement on Navpointere.com
- Aggressive phone call programs to the NavPoint network of investors, buyers and developers
- Face-to-face offering brochure distribution throughout and beyond the local market
- National coordinated eblasts through services such as ePropertyPush, Turnvest, etc.
- Provide high-quality, professionally designed offering brochure(s) in print and electronic format
- Provide various high-resolution, professional, digital photographs of the Parcels and surrounding areas
- Provide professionally designed drone video of the Parcels on NavPoint and other websites
- Provide consistency with brochure to website and how the Parcels are presented to the marketplace
- Provide comprehensive market analytics to accompany sales materials
- Assure collective collateral material will convey a compelling story about the Property

10. SELLER'S OBLIGATION TO BROKER; DISCLOSURES AND CONSENT.

10.4. Ownership of Materials and Consent. The license granted to Broker under Section 10.4 shall terminate upon termination of the Contract, whereupon Broker shall return to Seller all hard copy materials provided by Seller to Broker.

11. PRICE AND TERMS.

11.1. Price. The price, in U.S. Dollars, for each Parcel shall be set by Seller, after consultation with Broker, and the price may be modified for each Parcel at any time in Seller's sole discretion. The initial listing prices for the Parcels shall be in accordance with the following:

Town Owned Property	Listing Price	Notes
Schoolhouse - 19640 E Mainstreet	\$375,000 \$25.00 psf	
PACE Lot 2 *	\$1,708,000- \$3,886,400 \$28.00 psf	The legal lot is 3.48 acres vacant portion of the lot 1.4 acres, the ultimate reconfiguration of the site and size will be determined
East Main	\$3,905,000 \$22.00 psf	
Pine Curve	\$5,793,331 \$5.50 psf	

11.5. Earnest Money. The minimum amount of earnest money deposit for each Parcel shall be set by Seller, after consultation with Broker, and the earnest money amount may be modified for each Parcel at any time in Seller's sole discretion. Earnest money shall be payable by cashier's check or wired funds delivered to closing agent. Pursuant to a PSA, Seller may require additional earnest money deposits in accordance with the PSA for a Parcel.

12. DEPOSITS. Earnest Money must be deposited with the title company acting as closing agent for the transaction.

15. EVIDENCE OF TITLE. The title policy to be provided by Seller shall be an ALTA 2006 Owner's Policy. Seller shall pay the premium for the base policy, but Buyer shall be required to pay for all endorsements requested by buyer.

18. MATERIAL DEFECTS, DICLOSURES AND INSPECTION.

18.2 Seller's Obligations.

18.2.1. Seller will not provide Broker with Property Disclosure forms for each Parcel, except that Broker shall deliver to each prospective buyer, prior to buyer's submission of a letter of intent or PSA, the Parcel Development Requirements attached hereto as Exhibit A, which set forth certain Seller requirements and disclosures applicable to each Parcel.

19. RIGHT OF PARTY TO CANCEL.

19.1. Right of Seller to Cancel. Seller shall also have the right at any time, in its sole discretion and without cause or default by Broker, to cancel this Contract as to any Parcel that is not then subject to a Purchase and Sale Agreement, provided that if Seller cancels this Contract without cause at a time when there is no Broker default, then Seller shall reimburse Broker for all out of pocket costs incurred by Broker in marketing the cancelled Parcel(s). For purposes of this Section, costs incurred generally for marketing of the Parcels and the Property under Broker's Seller Listing Contract with the Parker Authority for Reinvestment of even date herewith shall be allocated pro-rata to each Parcel and such Property, based on the listing price for each Parcel and such Property as compared to the total of listing prices for all Parcels and such Property. Additionally, if Broker is not then in default of any provision of this Contract, Seller shall pay Broker a cancellation fee equal to one percent (1%) of the listing price for the canceled Parcel(s).

19.2 Right of Broker to Cancel. Brokerage Firm shall also have the right to cancel this Contract, exercisable in its sole discretion and upon thirty (30) days prior written notice to Seller. If Brokerage Firm exercises this cancellation right, then this Contract shall continue in force with respect to any Parcel that is subject to a PSA on the date of termination, until such PSA is either consummated by closing or is terminated, provided that the provisions of Section 7.3.3 shall no longer be applicable with respect to any Parcel, whether then subject to a PSA or not, and Brokerage Firm and Broker shall not be entitled to any compensation for services rendered or expenses incurred with respect to any property not then subject to a PSA.

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.2. Electronic Delivery. Documents requiring signature may only be provided or exchanged as originals with original signatures thereon and may not be delivered or exchanged by copy or by any electronic means.

36. APPROPRIATION. Pursuant to Colo. Rev. Stat. § 29-1-110, the financial obligations of the Seller contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Seller's Signature Page

Seller Listing Contract between Town of Parker, Colorado and NavPoint Real Estate Group for Property located in Douglas County, Colorado.

Seller's signature below constitutes Seller's execution of the Seller Listing Contract and acknowledgement of Addendum A to the Contract.

SELLER:

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Date: _____ (Effective Date of Seller Listing Contract)

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Broker's Signature Page

Seller Listing Contract between Town of Parker, Colorado and NavPoint Real Estate Group for Property located in Douglas County, Colorado.

Each Broker signature below constitutes execution of the Seller Listing Contract and acknowledgement of Addendum A to the Contract by signing Broker individually and on behalf of NavPoint Real Estate Group. Broker may submit a signed original of this Contract prior to execution by Seller, but the Contract shall only become binding upon Seller when signed by Seller.

BROKER:**NAVPOINT REAL ESTATE GROUP**

By: _____
Matt Call, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 720-420-7530; Fax: 720-240-0762
Em: matt.call@navpointre.com

By: _____
Ian Elfner, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 720-376-6805; Fax: 720-240-0762
Em: ian.elfner@navpointre.com

By: _____
Jason Mayer, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 303-506-2138; Fax: 720-240-0762
Em: jason.mayer@navpointre.com

EXHIBIT A

Town of Parker

Parcel Development Requirements

1. Proposed Development must implement the vision and plans of the Town of Parker
 - a. 2035 Master Plan
 - b. Mainstreet Master Plan
 - c. Downtown Safety Circulation Improvement Study
 - d. Cultural Department Strategic Plan
2. Proposed Development must advance the Parker Central Urban Renewal Area Plan
 - a. Removal of blight conditions
 - b. Consideration of diverse land uses
 - c. Development that considers the preservation of community character
 - d. Development that provides investment into public realm improvements
3. Proposed Development must be consistent with the My Mainstreet Strategic Framework
4. Physical Constraints/Property Profile for developer to consider
 - a. See attached **Exhibit A-1** hereto.
5. Developer Planning and Design Submission Deadlines
 - a. Timing to Site Plan/Plat approval: twelve (12) months
 - i. Clock starts with approval of Purchase and Sale Agreement
 - b. Closing on the Property: Within thirty (30) days
 - i. Clock starts with approval of Site Plan or Plat
 - c. Timing to construction (issuance of grading and building permit): twelve (12) months per Code
 - i. Clock starts with closing on the Property
6. Entitlement Process Disclosure for Developer consideration
 - a. Site Plan (for all four properties)
 - b. Replat (Pace Lot 2 property)
 - c. Minor Development Plat (Pine Curve property)
7. Developer Deposit
 - a. An earnest money escrow in the amount determined by Parker based upon the appraised value will be included as a condition of the disposition/purchase and sale agreement

Note: The provisions of this **Exhibit A** and **Exhibit A-1** are informational only and are not contractual. They will not displace, limit or supersede any ordinances, regulations or procedures required by Parker for the purchase and development of a Parcel. In the event of any conflict between the provisions of this **Exhibit A** or **Exhibit A-1** and the ordinances, regulations and procedures of Parker, the ordinances, regulations and procedures of Parker shall control.

EXHIBIT A-1

	Town Property	Requirements/Disclosures/Constraints/Opportunities
1	Schoolhouse Property	1. Front yard setback that preserves view of adjacent historic Schoolhouse from Mainstreet 2. Pedestrian path between the site/future development and Schoolhouse connection Mainstreet sidewalk to the rear parking lot 3. Reimbursement obligation for cost of the water loop installation by the Town to serve future development 4. Future development will have ability to share Schoolhouse parking lot (115 parking spaces)
2	Pace Lot 2	1. Future development shall preserve view corridor(s) from Mainstreet through site to PACE Center 2. Future development shall make use of transparent materials that enhance the visibility of PACE Center from Mainstreet. 3. Future development shall provide parking to include existing PACE center stalls (182 spaces) and accommodate future uses under the Town's Land Development Ordinance 4. Electronic Message Board (EMB) on Mainstreet can be relocated to maximize future development 5. Opportunity for a right-in/right-out access from Mainstreet to serve future development
3	East Main	1. Future development is required to provide a buffer along Town and Country neighborhood per the East Main Planned Development (PD) zoning 2. Future development shall provide shared parking with Discovery Park
4	Pine Curve	1. Future development is required to provide a 55' wide buffer adjacent to Parker Vista neighborhood 2. Future development will be required to preserve viewshed or view corridors through the site, west to east adjacent to the Parker Vista neighborhood 3. At time of Minor Development Plat application for the property, the developer shall submit a concept plan constituting a planning and design completion level of at least ten (10) percent; concept plan should include feasibility analysis of site and building orientation, access and circulation, drainage and hydrology, and topographic conditions 4. An easement will have to be granted to the Town for detention pond purposes 5. Right-of-way dedication may be necessary for future auxiliary/turning lanes on Pine Drive



Request for Town Council Action

Date: March 18, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.184.1 - Second Reading**
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff Department

Department: Police Department, Andy Coleman

EXECUTIVE SUMMARY

The parties to this Intergovernmental Agreement (IGA) desire to more clearly define the purpose and membership of the Emergency Management Coordination Group (EMCG) to more effectively serve the needs of the participants and the local emergency services community as a whole. As such, they are requesting that paragraphs 3, 5 and 6 of the current IGA dated August 15, 2011, be deleted in their entirety and replaced with the new terms which are included in the attached IGA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of the EMCG is to work collaboratively to combine planning, training, and combined exercise opportunities that will foster better working relationships throughout the local emergency management community. The EMCG will meet quarterly or as often as the participants of the EMCG determine is most effective.

FINANCIAL IMPACT

None. In the event of a Disaster-Emergency mutual aid response or a Disaster-Emergency resources assistance request, all expenses are covered by or reimbursed by FEMA.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.184.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.184.1 on second reading.

ORDINANCE NO. 9.184.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY RESOURCES ASSISTANCE BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE DOUGLAS COUNTY SCHOOL DISTRICT, THE HIGHLANDS RANCH METROPOLITAN DISTRICT, THE DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT AND THE DOUGLAS COUNTY SHERIFF

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance by and between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the First Amendment on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER- EMERGENCY RESOURCES ASSISTANCE

THIS FIRST AMENDMENT is entered into as of this ____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and the **TOWN OF CASTLE ROCK, the TOWN OF PARKER, the CITY OF LONE TREE, the CITY OF CASTLE PINES, the TOWN OF LARKSPUR, the DOUGLAS COUNTY SCHOOL DISTRICT, the HIGHLANDS RANCH METROPOLITAN DISTRICT, the DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT, and the DOUGLAS COUNTY SHERIFF** (collectively hereafter the "Parties" and individually, each, a "Party").

WHEREAS, on August 15, 2011 the Parties entered into the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance ("IGA"), which created a new entity called the Emergency Management Coordination Group ("EMCG") to replace the Douglas County Incident Management Team ("DC-IMT") Selection Committee, among other responsibilities; and

WHEREAS, after seven years of working together, the Parties are looking to more clearly define the purpose and membership of the EMCG to more effectively serve the needs of the participants and the local emergency services community as a whole; and

WHEREAS, the County wishes to remove the EMCG as the oversight and approval authority for the DC-IMT so that those responsibilities may revert to the incident commanders and the Douglas County Director of the Office of Emergency Management; and

WHEREAS, the County did not establish the "Douglas County Policy Center" as originally required in Paragraph 6 of the IGA.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 3 of the IGA is hereby deleted and replaced with the following:

"TERM. As to each Party, the term of this IGA shall run from the date of execution through December 31, 2023. Thereafter, this IGA shall continue for successive five-year terms, provided however any Party may terminate its participation in this IGA in accordance with the provisions of Paragraphs 7 and 11. In the event of termination by a Party, this IGA shall continue with respect to the remaining Parties."

2. Paragraph 5, Section D, of the IGA is hereby deleted and replaced with the following:

"D. Support and participate in the Douglas County Emergency Management Coordinating Group (EMCG) comprised of the Douglas County Sheriff, the Chief of Police of another law enforcement agency

located wholly within Douglas County, a representative of the Douglas County Fire Chief's Association, the Chief or a Board Member of another Douglas County Fire service agency, a Douglas County Commissioner, an elected official of a Party, and a citizen of Douglas County knowledgeable in emergency management services. The Director of Emergency Management of Douglas County shall serve as an ex-officio member as well as the coordinator/facilitator of the EMCG. Representatives to the EMCG shall be jointly appointed by the Board of Douglas County Commissioners and the Douglas County Sheriff.

The purpose of the EMCG is to work collaboratively to combine planning, training, and combined exercise opportunities that will foster better working relationships throughout the local emergency management community. The EMCG will meet quarterly or as often as the participants of the EMCG determine is most effective."

3. Paragraph 6, Section C, is hereby deleted in its entirety.
4. Paragraph 6, Section D, is hereby deleted and replaced with the following:

"D. Training and exercise planning and assistance for the Parties."
5. The remainder of the IGA shall remain in full force and effect.
6. This First Amendment shall be executed by each Party's governing body, in accordance with Section 9 of the IGA, on separate signature pages. Original pages shall be recorded and held by the Douglas County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**

ATTEST:

LORA L THOMAS, Chair
Douglas County Board of Commissioners

EMILY WRENN
Deputy Clerk & Recorder

DOUGLAS COUNTY SHERIFF

TONY SPURLOCK, Sheriff

TOWN OF CASTLE ROCK

ATTEST:

Mayor

Town Clerk

TOWN OR PARKER

ATTEST:

Mike Waid, Mayor

Carol Baumgartner, Town Clerk

CITY OF LONE TREE

ATTEST:

Jacqueline A. Millet, Mayor

City Clerk

CITY OF CASTLE PINES

ATTEST:

Mayor

City Clerk

TOWN OF LARKSPUR

ATTEST:

Mayor

Town Clerk

DOUGLAS COUNTY SCHOOL DISTRICT

ATTEST:

President

Secretary

HIGHLANDS RANCH METROPOLITAN DISTRICT

ATTEST:

Chair

Secretary

DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT

ATTEST:

President

Secretary



Request for Town Council Action

Date: March 18, 2019

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.25.1 - Second Reading**
A Bill for an Ordinance Amending Ordinance No. 3.25 by the
Deletion of Certain Property from the Planned Development
Zoned Area Known as the Country Meadows Planned
Development

Department: **Community Development, Stacey**
Nerger

EXECUTIVE SUMMARY

The Town approved an amendment to the Country Meadows Planned Development (PD) zoning in April, 2018 at the property owner's request. The purpose of the zoning amendment was to update zoning by removing the commercial area at the northwest corner of Parker Road and Hess Road from the PD zone and rezoning it to C-Commercial. The proposed action will clarify the April, 2018 rezoning to confirm that the commercial area has been removed from the PD zoning and is now zoned C-Commercial.

The Planning Commission recommended that the Town Council approve Ordinance No. 3.25.1. at its public hearing on February 28, 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 1983 as part of the Country Meadows Planned Development (PD).

In 1991, the commercial property was platted as part of the Country Meadows Subdivision as an unbuildable tract.

In 2004, the commercial property was replatted into eight buildable lots with the Country Meadows Square Minor Development Plat.

On April 2, 2018, the Town Council approved the rezoning of the commercial lots from Country Meadows PD to C-Commercial.

The April, 2018 zoning amendment to rezone the commercial area in Country Meadows from PD to C-Commercial is consistent with the Parker 2035 Master Plan including recommendations for Neighborhood Centers.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

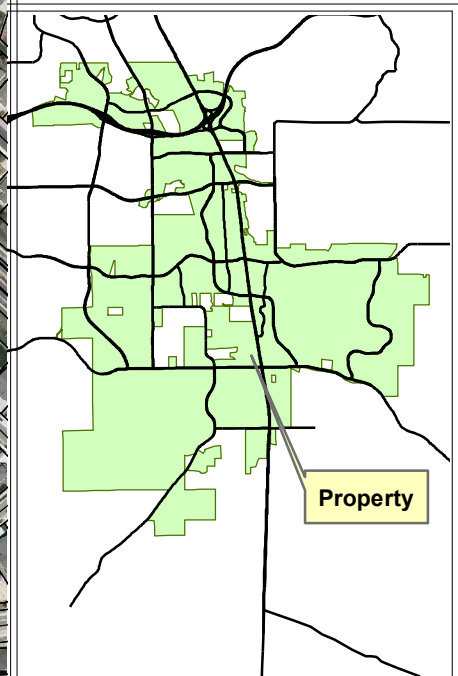
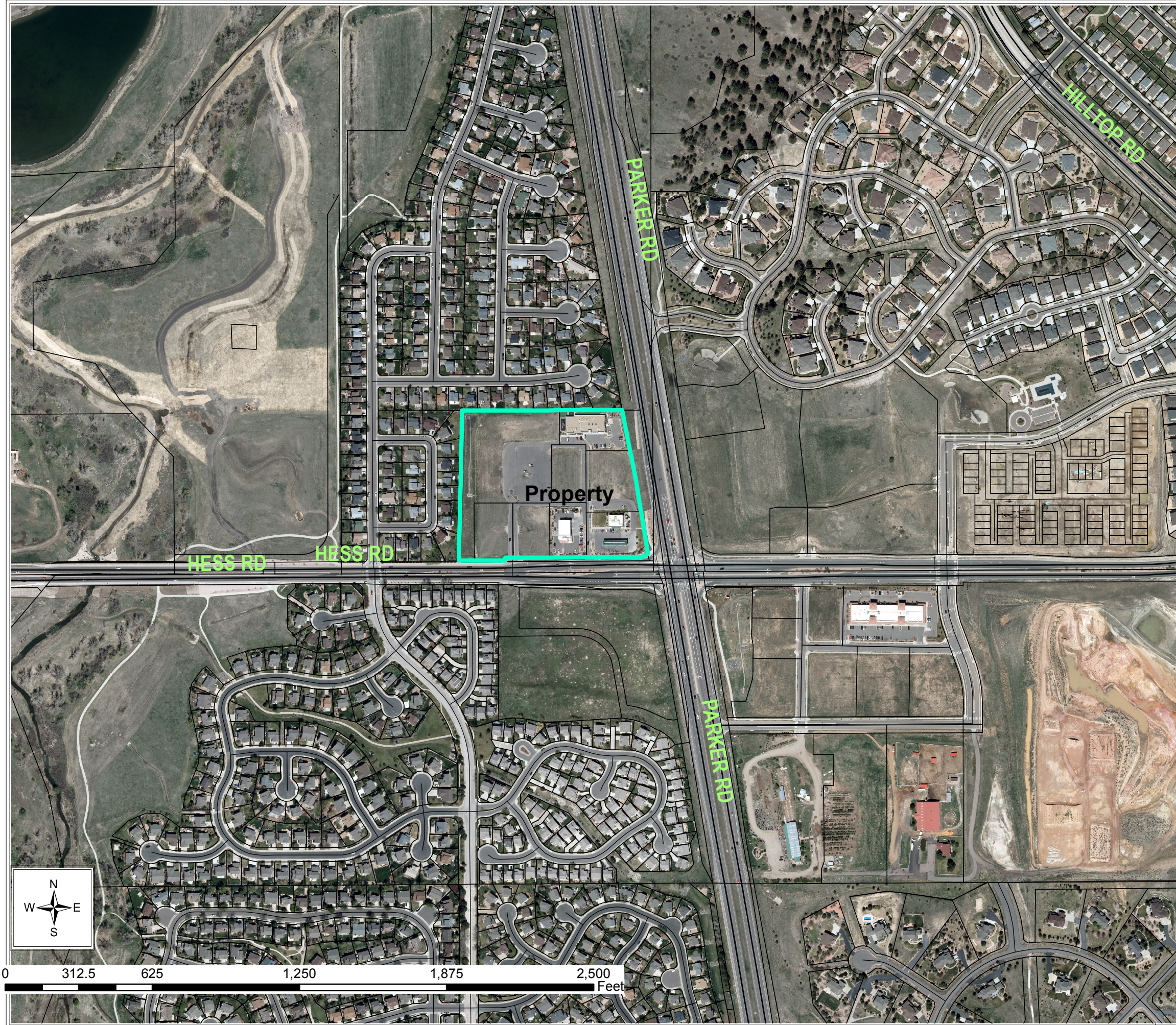
1. VicinityMap
2. Ordinance No. 3.25.1
3. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.25.1 on second reading.

Ordinance 3.25.1

Rezoning



Legend

-  Site
-  Roads

Narrative:
Proposed Ordinance to remove the commercial properties from the Country Meadows Planned Development.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
February 28, 2019

Town Council:
March 4, 2019 (1st Reading)
March 18, 2019 (2nd Reading)

ORDINANCE NO. 3.25.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 3.25 BY THE DELETION OF CERTAIN PROPERTY FROM THE PLANNED DEVELOPMENT ZONED AREA KNOWN AS THE COUNTRY MEADOWS PLANNED DEVELOPMENT

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Finding of Fact.

a. Application was made for rezoning certain property described in the attached **Exhibit A**, which is a portion of the property known as the Country Meadows Planned Development, which was zoned Planned Development, pursuant to Town of Parker Ordinance No. 3.25 (the "Property"), to rezone the Property modified commercial district.

a. Public notice was given of such rezoning by publication on the Town of Parker's website, at Country Meadows Planned Development least fifteen (15) days prior to the public hearing of such rezoning.

b. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.

e. The factors contained in Section 13.04.240(b)(6)(f) of the Parker Land Development Ordinance for rezoning of the property described in Exhibit A to modified commercial district have been satisfied.

Section 2. The Property is hereby deleted from the Planned Development area known as the Country Meadows Planned Development, as described in Town of Parker Ordinance No. 3.25, Series of 2018, and is rezoned as more particularly set forth in Ordinance No. 3.332, approved concurrently herewith.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1 of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION:

Being comprised of Lots 4, 7, and 8 of Country Meadows Square, Recorded at Reception Number 2005036081, Lot 3A of the Country Meadows Square, 1st Amendment, Recorded at Reception Number 2007081575, Lot 1 of the Country Meadows Square, 2nd Amendment, Recorded at Reception Number 2008041235, and Lots 2, 5, and 6 of the Country Meadows Square, 3rd Amendment, Recorded at Reception Number 2017055076 all in the records of the Douglas County Clerk and Recorder. Situated in the Southeast Quarter of Section 27, Township 6 South, Range 66 West of the 6th P.M., Town of Parker, County of Douglas, State of Colorado.



Planning Commission Staff Report

Planning Commission Date: 2/28/2019

Town Council Date: 3/18/2019

Hearing Type: Public Meeting
ORDINANCE NO. 3.25.1
A Bill for an Ordinance Amending Ordinance No. 3.25
by the Deletion of Certain Property from the Planned
Development Zoned Area Known as the Country
Meadows Planned Development
TRAKiT No.: Z18-002

Location: Northwest corner of Hess Ranch and Parker Road
Country Meadows Square Lots 1 - 8

Project Planner: Stacey Nerger, Planner

Applicant: Community Development Department

Executive Summary: The Community Development Department is requesting
to amend the Country Meadows Planned Development
to remove the commercial area from the Planned
Development zoning.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve Ordinance No. 3.25.1."

ALTERNATIVE MOTIONS

***"I move the Planning Commission recommend Town Council approve Ordinance No. 3.25.1,
subject to the following conditions:"***

-List proposed conditions

***"I move the Planning Commission recommend Town Council deny Ordinance No. 3.25.1 as the
request does not meet the following approval criteria:"***

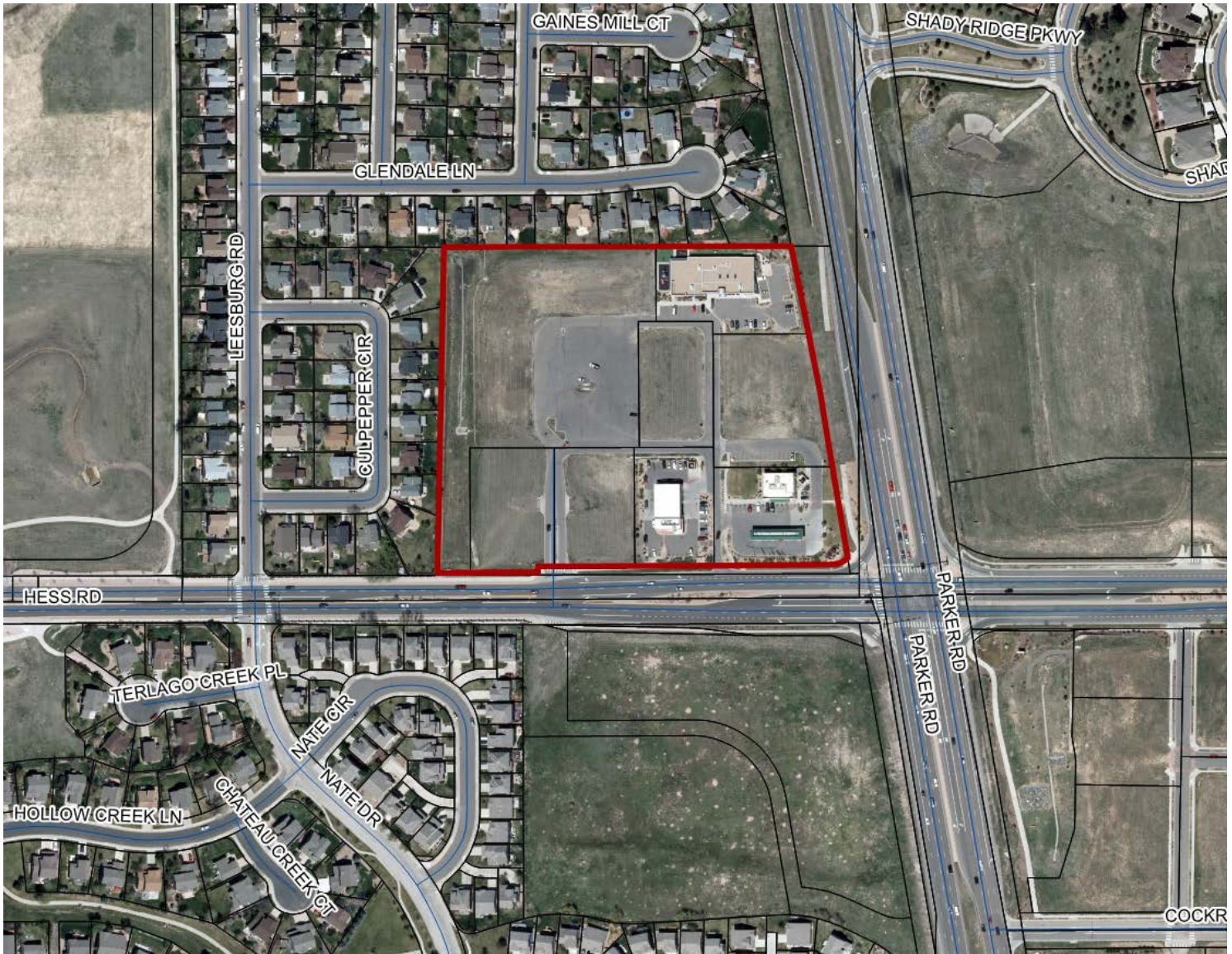
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue Ordinance No. 3.25.1 to a future date."

I. BACKGROUND/DISCUSSION

The intent of this ordinance is to clean up the Country Meadows Planned Development zoning by removing the commercial area from the Planned Development. The commercial lots within the Country Meadows Planned Development were rezoned to C-Commercial in April 2018. The proposed ordinance to remove the commercial lots from the Country Meadows Planned Development is not required, but creates documentation that the Planned Development zoning no longer applies to the commercial properties.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1983	Town Council approved the annexation and zoning of the Country Meadows Property.
1991	Town Council approved the Country Meadows Filing No. 1 plat, which platted the commercial property as an unbuildable tract.
2004	Town Council approved the Country Meadows Square Minor Development Plat which platted the property into eight buildable lots.
2007	Planning Commission approved two site plans on the property, one for an 11,000 square-foot child care center and the second for a 4,488 square-foot Service Street Automotive Repair Shop.
2009	Planning Commission approved a site plan for the 7-Eleven convenience store.
2017	The Community Development Department administratively approved two additional site plans for the property. One for a 6,000 square-foot dental office and the second for 41,000 square-feet of commercial retail space within three multi-tenant buildings.
April 2, 2018	Town Council approved the rezoning of the commercial lots from Country Meadows Planned Development to C-Commercial.

III. CURRENT SITE DATA

Existing Zoning	C - Commercial District		
Overlay District	N/A		
PD & Plan Area	Country Meadows Planned Development		
Master Plan Area	Neighborhood Center		
Site Acreage	10.65 acres		
Subdivision	Country Meadows Square		
Existing Use	Commercial		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-family residential
South	Neighborhood Center	PD - Planned Development	Vacant commercial land
East	Neighborhood Center	PD - Planned Development	Parker Road and Commercial buildings under construction
West	Medium Density Residential	PD - Planned Development	Single-family residential

IV. CONCLUSION

This proposed ordinance will provide documentation and clarification of the zoning by removing the commercial properties from the Country Meadows Planned Development. Rezoning the property to C-Commercial was approved in April 2018 and aligned the uses permitted by zoning with the Parker 2035 Master Plan's vision for a Neighborhood Center. Based on this information staff is recommending the Planning Commission recommend Town Council approval of the ordinance.

V. RECOMMENDED CONDITIONS

None

VI. ATTACHMENTS

Ordinance No. 3.25.1

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director



Request for Town Council Action

Date: March 18, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.512.1 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to
Easement Agreement to Parker Water and Sanitation District
Tract D, Reata West Filing No. 1 to Correct the Plat
Reference to Tract B, Reata West Filing No. 1, 2nd
Amendment

Department: **Engineering and Public Works, Alex**
Mestdagh

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to amend an easement agreement between the Town and the Parker Water and Sanitation District (PWSD). This amendment is necessary to correct an error in the agreement's legal description of the easement property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In May of 2018, the Town Council approved an ordinance granting a waterline easement to PWSD over a Town-owned parcel located within the Reata West development. This easement was requested to accommodate the construction of a regional waterline that is planned to stretch from Stroh Road to south of the Town boundary. This waterline is needed to interconnect PWSD facilities with the Pinery's system, and to serve future developments within the Town and unincorporated Douglas County. The new waterline could also provide service to any future park facilities constructed on the Town's nearby 40-acre parcel, located south of Kinney Creek. This waterline will be constructed at no cost to the Town by the developer of the Cielo project, which is located within unincorporated Douglas County, and is scheduled to begin this spring.

Several months after the Town granted this easement to PWSD, an error was discovered in the

legal description for the easement area that the Cielo developer provided to PWSD for this easement. The description used information from a plat for the property that had since been amended. This plat amendment had modified the boundaries of the parcels over which the easement was granted, requiring the easement agreement to be amended to reference the correct parcel boundaries and names.

The easement amendment proposes to replace the legal description of the easement area with a corrected version, which results in a slight reduction in the easement area being granted. No other changes to the easement agreement are proposed with this amendment.

FINANCIAL IMPACT

No direct payment for this easement was required. The waterline will be constructed through the Town-owned properties at no cost to the Town, potentially saving the Town considerable future infrastructure costs. The developer has also agreed to increase the size of the waterline through the Town's parcels to ensure the line will have capacity to accommodate any future parks and recreation uses on the property.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



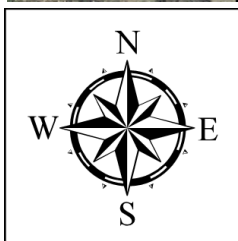
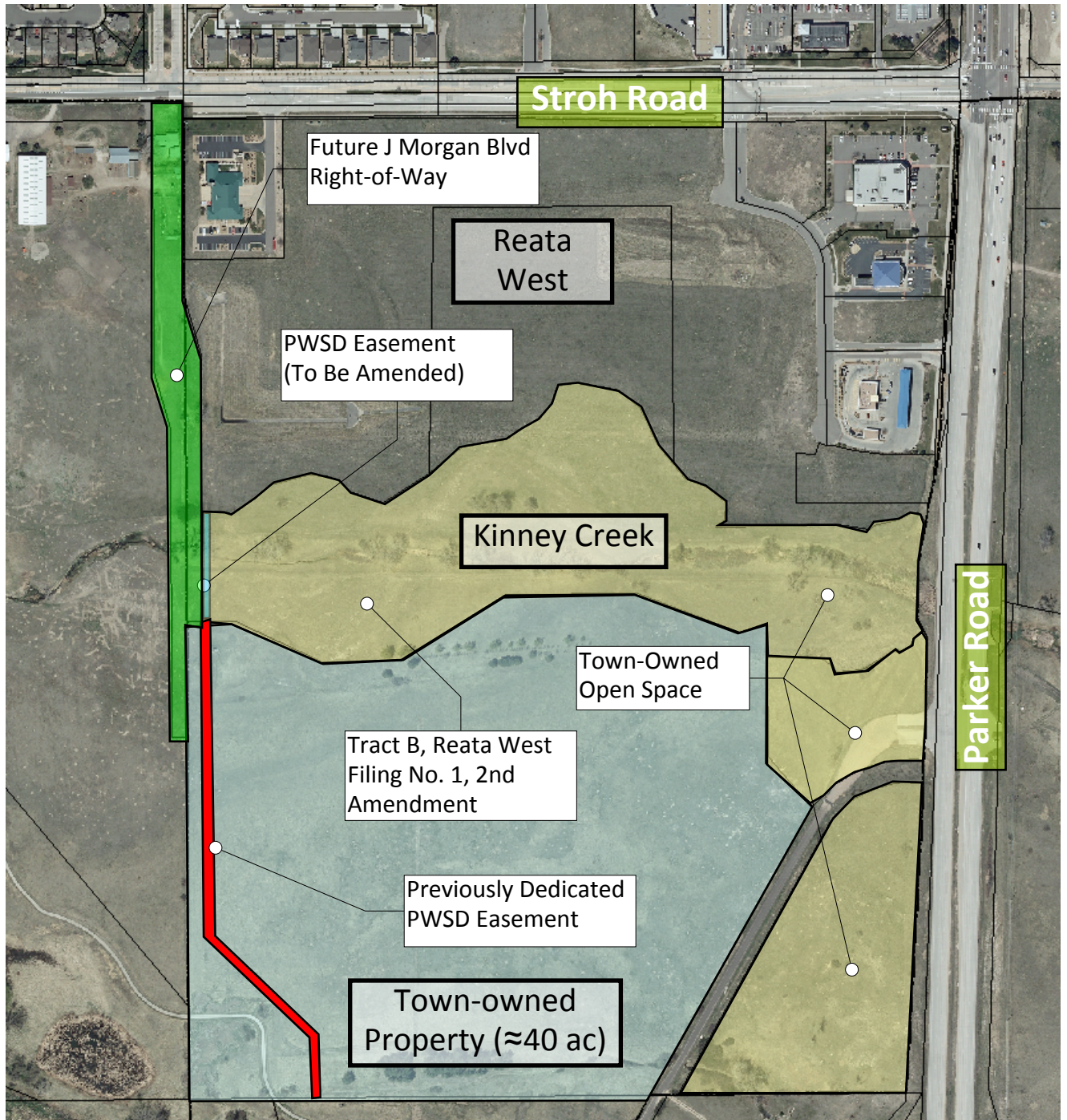
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

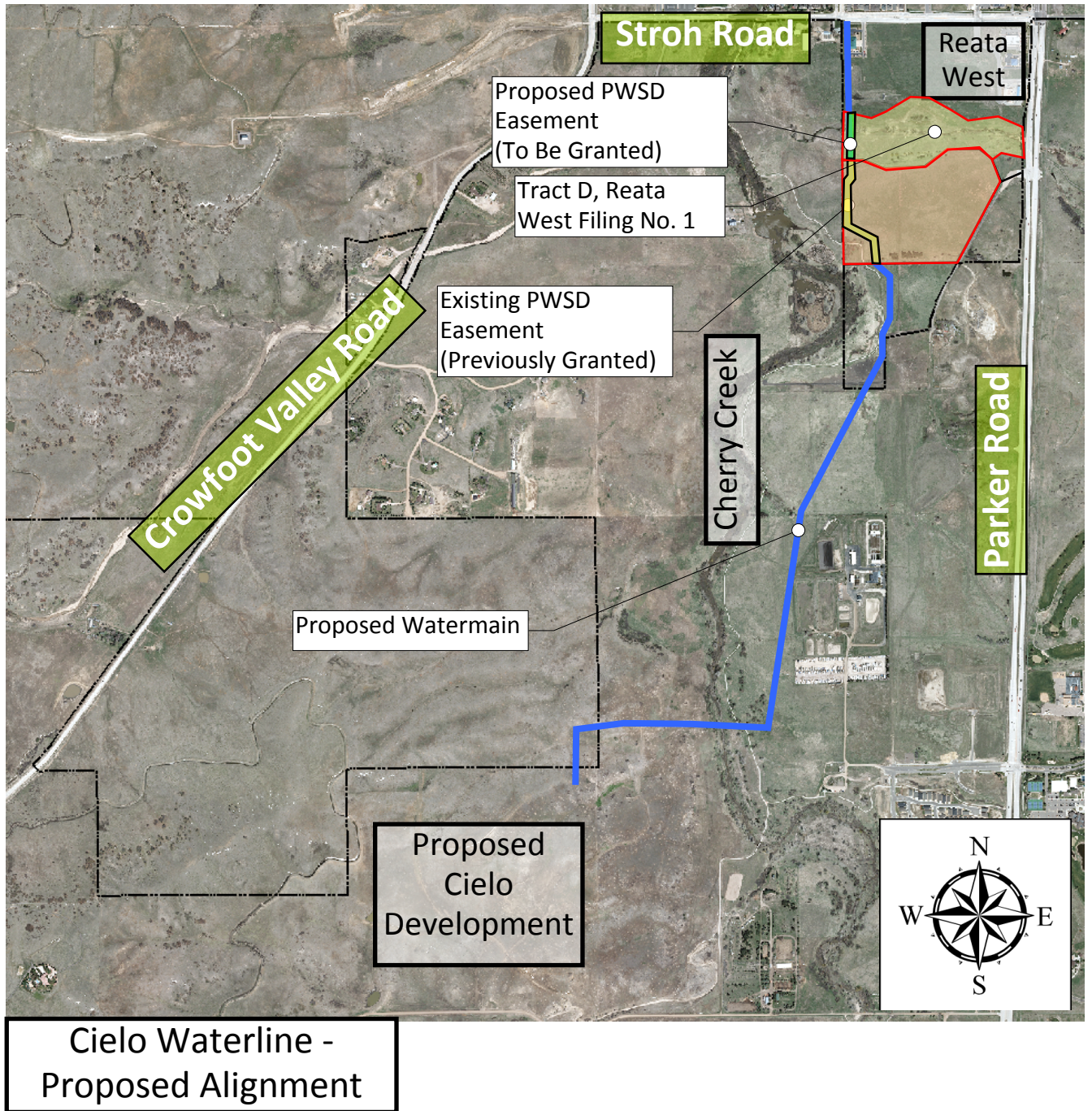
1. Vicinity Map
2. Proposed Waterline Alignment Exhibit
3. Ordinance No. 1.512.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.512.1 on second reading.



Parker Water and Sanitation District Easement Amendment Vicinity Map



ORDINANCE NO. 1.512.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO EASEMENT AGREEMENT TO PARKER WATER AND SANITATION DISTRICT TRACT D, REATA WEST FILING NO. 1, TO CORRECT THE PLAT REFERENCE TO TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT

WHEREAS, the Town Council of the Town of Parker entered into an Easement Agreement on June 12, 2018, with Parker Water and Sanitation District to convey certain real property for a portion of Tract D, Reata West Filing No. 1;

WHEREAS, the Town of Parker has amended the legal description provided with the original easement agreement to reflect the latest plat describing the easement property; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject First Amendment to Easement Agreement.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District now correctly identified as a portion of Tract B, Reata West Filing No. 1, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the First Amendment to Easement Agreement on behalf of the Town.

Section 2. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the "First Amendment") is dated this ____ day of _____, 2019, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee and Grantor entered into the Easement Agreement on June 12, 2018, which was recorded on June 13, 2018, with the Douglas County Clerk and Recorder's Office at Reception No. 2018035568; and

WHEREAS, Grantee and Grantor desire to amend the Easement Agreement to correct the legal description of the Easement Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. The legal description of the Easement Property is hereby amended as provided in **Replacement Exhibit A**, which is attached hereto and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

GRANTEE:

Town of Parker, Colorado

Parker Water & Sanitation District

By: _____
Mike Waid, Mayor

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

By: _____
Maleia Good

REPLACEMENT EXHIBIT "A"

30' WATERLINE EASEMENT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT AS RECORDED UNDER RECEPTION NO. 2017011678 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH QUARTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "1986 PLS 29761" AND AT THE CENTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP ON A 2-3/8" IRON PIPE STAMPED "1988 PLS 23053", ASSUMED TO BEAR S0°23'07"E, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT SAID NORTH QUARTER CORNER;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 S0°23'07"E A DISTANCE OF 526.46 FEET TO THE MOST NORTHERLY CORNER OF TRACT G, REATA WEST FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2005095115 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT G THE FOLLOWING TWO (2) COURSES:

1. S15°19'18"E A DISTANCE OF 155.24 FEET;
2. S0°23'11"E A DISTANCE OF 690.76 FEET TO THE SOUTHWEST CORNER OF TRACT B, REATA WEST FILING NO. 1 4TH AMENDMENT RECORDED UNDER RECEPTION NO. 2018042960 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, ALSO BEING THE NORTHWEST CORNER OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT, RECORDED UNDER RECEPTION NO. 2017011678 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE COMMON LINE WITH SAID TRACT B, REATA WEST FILING NO. 1 4TH AMENDMENT AND SAID TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT N89°33'58"E A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID COMMON LINE S0°23'11"E A DISTANCE OF 284.45 FEET TO THE SOUTH LINE OF SAID TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT;

(CONTINUED ON SHEET 2)



OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
T7S, R66W, 6TH P.M.
DOUGLAS COUNTY
COLORADO

Date: 07/28/18
Drawn: TWK
Checked: SDC
Job No.: 16000498

Sheet
1
of
3



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.482.1100

REPLACEMENT EXHIBIT "A" 30' WATERLINE EASEMENT

(CONTINUED FROM SHEET 1)

THENCE ALONG SAID SOUTH LINE OF TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT S89°04'44"W A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, ALSO BEING THE SOUTHEAST CORNER OF TRACT G, SAID REATA WEST FILING NO. 1;

THENCE ALONG THE COMMON LINE WITH SAID TRACT B AND SAID TRACT G N0°23'11"W A DISTANCE OF 284.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,537 SQUARE FEET, OR 0.20 ACRES, MORE OR LESS.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38016
FOR AND ON BEHALF OF
ATWELL, LLC

OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
T7S, R66W, 6TH P.M.
DOUGLAS COUNTY
COLORADO

Date: 07/28/18
Drawn: TWK
Checked: SDC
Job No.: 16000498

Sheet
2
of
3



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.482.1100

REPLACEMENT EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
PART OF THE NE 1/4 OF SECTION 3, T.7S., R66W, 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

P.O.C. N1/4 COR. SEC. 3, T7S, R66W
 FND. 3-1/4" ALUM. CAP IN RANGE BOX
 STAMPED "29761"

STROH ROAD

**PARKER FIRE
 PROTECTION DISTRICT**

LOT 5
 REATA WEST FILING NO. 1
 REC. NO. 2005095115

UNPLATTED
 LADONNA LANGLEY &
 JOHN-DAVID LANGLEY &
 KATHERINE DAKOTA LLC
 REC. NO. 2016052555

NW 1/4
 SEC. 3

BASIS OF BEARINGS
 W. LINE NE 1/4 SEC. 3
 T7S, R66W, 6TH P.M.
 S0°23'07"E 2606.64'

**STERLING
 CORPORATION**

TRACT B
 REATA WEST FILING NO. 1
 4TH AMENDMENT
 REC. NO. 2018042960

NE 1/4
 SEC. 3

LOT 6
 REATA WEST FILING NO. 1
 2ND AMENDMENT
 REC. NO. 2017011678

DRAINAGE ESMT.
 REC. NO. 2005095115

**TOWN OF
 PARKER**

TRACT G
 REATA WEST FILING NO. 1
 REC. NO. 2005095115

POINT OF BEGINNING

TOWN OF PARKER

TRACT B
 REATA WEST FILING NO. 1
 2ND AMENDMENT
 REC. NO. 2017011678

N0°23'11"W 284.71'

N89°33'58"E 30.00'

S0°23'11"E 284.45'

S89°04'44"W 30.00'

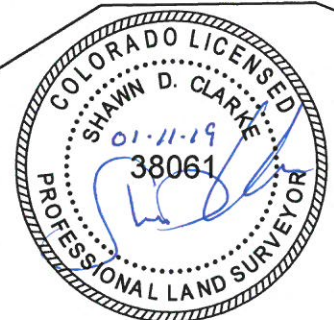
CENTER COR.
 SEC. 3, T7S, R66W
 FND. 3-1/4" ALUM.
 CAP ON 2-3/8" IRON
 PIPE "1988, PLS
 23053"



SCALE:
 1"=300'

NOTE

THIS DRAWING IS MEANT TO DEPICT THE
 ATTACHED LEGAL DESCRIPTION AND IS FOR
 INFORMATIONAL PURPOSES ONLY. IT DOES
 NOT REPRESENT A MONUMENTED
 LAND SURVEY.



PARCEL CONTAINS 8,537 SQ. FT. OR 0.20 ACRE

OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
 T7S, R66W, 6TH P.M.
 DOUGLAS COUNTY
 COLORADO

Date: 7/28/18
 Drawn: TWK
 Checked: SDC
 Job No.: 16000498

Sheet
 3
 of
 3



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143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.462.1100