

TOWN OF PARKER COUNCIL AGENDA
December 11, 2017

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**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

5. **REPORT, 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*

- *November 20, 2017*

B. *RESOLUTION NO. 17-059*

A Resolution to Determine that the Kime Ranch Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for February 5, 2018

Department: Community Development, Paul Workman
TRAKiT No. ANX17-007

C. *RESOLUTION NO. 17-060*

A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

Department: Community Development, Carolyn Washee-Freeland

D. *RESOLUTION NO. 17-061*

A Resolution Accepting the Conveyance of a Drainage Easement from Country Meadows Development, LLC, for Country Meadows Square Lot 7

Department: Engineering, Tyler Sandt

E. *RESOLUTION NO. 17-062*

Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018

Department: Parks & Recreation, Dennis Trapp

F. *RESOLUTION NO. 17-063*

A Resolution to Appoint Regular Members to the Parker Cultural and Scientific Commission and to Appoint the Chair

Department: Cultural, Elaine Mariner

G. *CONTRACTS OVER \$100,000*

1. *2017 Miscellaneous Signal Repairs (CIP 17-022)*

Amount: \$201,080.00

Contractor: Paonia, Inc.

*Department: Engineering, Chris Hudson
Engineering, David Aden*

2. *Third Amendment to Agreement for Professional Services (for producing theater company for the PACE Center)*

Amount: \$200,000

Contractor: Inspire Creative, Inc.

*Department: Cultural, Elaine Mariner
Cultural, Shaun Albrechtson*

7. **TOWN ADMINISTRATOR**

8. **PUBLIC HEARINGS**

A. PARKER TECH CENTER AMD 2 LA2-12– Use by Special Review

Applicant: Jonathan Edewaard - Made for Colorado Auto
Location: 10505 S. Progress Way
Department: Community Development, Carolyn Parkinson
TRAKiT: Z17-021

B. SULPHUR SUBSTATION & TRANSMISSION RIGHT-OF-WAY 1ST AMENDMENT LOT 2 BLOCK 1 – Use by Special Review

Applicant: Larry Claxton, Xcel Energy
Location: Northeast Corner of Motsenbocker Road and Todd Drive
Department: Community Development, Paul Workman
TRAKiT: Z17-012

9. COMPARK VILLAGE SOUTH FILING NO. 1

A. ORDINANCE NO. 9.252.2 - Second Reading

A Bill for an Ordinance to Approve the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project

Department: Engineering, Alex Mestdagh

B. RESOLUTION NO. 17-020.2

A Resolution to Amend Resolution No. 17-020.1 to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through December 31, 2018, and Approve the Extension of the Completion Date for the Public Improvements and Replace Exhibit C to the Subdivision Agreement for Compark Village South Filing No. 1

Department: Engineering, Alex Mestdagh

C. RESOLUTION NO. 17-064

A Resolution to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 - Amendment 1, Through December 31, 2018

Department: Engineering, Alex Mestdagh

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

December 11, 2017

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Amended and Restated Stroh/Hess Ranch Annexation Agreement (Northern Property) dated May 5, 2014
2. Amended and Restated Stroh/Hess Ranch Annexation Agreement (Southern Property) dated September 21, 2015
3. Parker Senior Center

“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).”

4. The Intergovernmental Agreement between the Town and Douglas County (and the comprehensive development plan)

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 20, 2017**

Mayor Mike Waid called the meeting to order at 5:30 p.m. Mayor Pro Tem Josh Martin was absent.

Town Attorney Jim Maloney announced the topics for discussion in Execution Session were five (5) items. Under C.R.S. § 24-6-402(4)(b) there were three (3) items, the first was . C.R.S. Section 16-2.5-301 and 20-1-114 (Peace officer involved shooting/investigation); the second was Section 3.3 of the Town of Parker Personnel Manual (compensation for emergency deployment); the third was the Subdivision Agreement between the Town and Mustang Development Company, LLC, dated May 15, 2006, for Pine Bluffs Filing No. 4. Under C.R.S. § 24-6-402(4)(e) there were two (2) items; the first was the Intergovernmental Agreement between the Town and Douglas County (the comprehensive development plan); and the second was the Tap House contract extension.

EXECUTIVE SESSION

Amy Holland moved and Joshua Rivero seconded to go into Executive Session at 5:33 p.m. 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); and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

Joshua Rivero moved and Debbie Lewis seconded to adjourn the Executive Session at 6:56 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:04 p.m.

SPECIAL PRESENTATIONS

- The Mayor recognized the 2017 Civic Academy Graduates.

PARKER CHAMBER OF COMMERCE UPDATES - None

PUBLIC COMMENTS - None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Council provided a brief update on the meetings they had attended since the last Council meeting.

CONSENT AGENDA**A. APPROVAL OF MINUTES**

September 5, 2017

September 18, 2017

B. ORDINANCE NO. 4.85.4 - First Reading

A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code

Department: Building, Dale Schmidt

Seconded Reading: December 4, 2017

C. ORDINANCE NO. 1.508 - First Reading

A Bill for an Ordinance to Levy General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2018 Budget Year

Department: Finance, Mary Lou Brown

Seconded Reading: December 4, 2017

D. ORDINANCE NO. 1.289.4 - First Reading

A Bill for an Ordinance to Approve the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado and the Parker Authority for Reinvestment for Administrative Services

Department: Community Development, Jason Rogers

Seconded Reading: December 4, 2017

E. ORDINANCE NO. 5.78 - First Reading

A Bill for an Ordinance to Amend Chapter 8.11 of the Parker Municipal Code by the Addition Thereto of a New Section 8.11.070 Concerning Matters Related to Sexually Explicit Images of a Minor

Department: Town Attorney, Jim Maloney

Seconded Reading: December 4, 2017

F. ORDINANCE NO. 1.480.4 - First Reading

A Bill for an Ordinance to Approve the Reinstatement of and Fourth Amendment to Agreement for Sale and Purchase of Land By and Between the Town of Parker and ACG, LLC, Concerning the Gym Property

Department: Community Development, Weldy Feazell

Seconded Reading: December 4, 2017

G. RESOLUTION NO. 17-054

A Resolution to Approve the Eleventh Amendment to Town Attorney Employment Agreement

Department: Town Council

H. RESOLUTION NO. 17-055

A Resolution Accepting the Conveyance of Real Property From the Board of County Commissioners of the County of Douglas for Village Center Drive Between Lincoln Avenue and Jordan Road.

Department: Engineering, Chris Hudson

I. RESOLUTION NO. 17-056

A Resolution Concerning the Town's Review and Comment Pursuant to Section 10.11.110 of the Parker Municipal Code of the Financial Plan for the Reata North Metropolitan District

Department: Town Attorney, Jim Maloney

J. PROCLAMATION - Support for First Responders

Department: Town Council

K. CONTRACTS OVER \$100,000

- *First Amendment to Trade Contractor Agreement and Extension of Agreement*

Amount: \$227,514.72

Contractor: Terracare Associates, LLC

Department: Parks and Recreation, Betsy Mercer

Joshua Rivero moved and Renee Williams seconded to approve the Consent Agenda Items 6A – 6K.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports - None**

PUBLIC HEARINGS

A. ORDINANCE NO. 1,493.5 - Second Reading

A Bill for an Ordinance to Adopt the 2017 Revised Budget for the Town of Parker and to Make Appropriations for the Same

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

7:28 PM

The purpose of this budget revision is to appropriate additional funds for 2017 and correct an error of the transfer to the Cultural Fund that should have been from the Excise Tax Fund instead of the General Fund.

This revision is also reflecting the Town's agreement with the 911 Authority regarding the Police Communications capital equipment that was originally budgeted in the General Fund. The 911 Authority is procuring the equipment directly instead of reimbursing the Town. This will reduce the General Fund expenditures and revenue by \$800,000.

The total supplemental appropriation for 2017 is to reduce expenditures by \$48,096 offset by \$442,500 increase in revenue for a net \$490,596 reduction. The increase of expenditures include \$300,000 in the Parks and Recreation Fund, \$391,904 in the Recreation Fund, \$781,900 in the Excise Tax Fund, and \$49,000 in the Facility Services Fund. There is a reduction of \$1,570,900 of expenditures in the General Fund. The revenue includes an increase of \$1,051,500 in the Recreation Fund and a decrease of \$609,000 in the General Fund.

The detail list of items can be found in Exhibit A attached to the Ordinance.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 1.493.5 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.507 - Second Reading

A Bill for an Ordinance to Adopt the 2018 Budget for the Town of Parker and to Make Appropriations for the Same

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

7:32 PM

Staff is required by Town Charter to submit a budget for the coming year to Council prior to October 15, 2017. On September 28, at the Council retreat, staff presented, for consideration, the major components of the budget including capital outlay, contributions to others and the compensation plan. Staff also discussed revenue projections that went into the creation of this budget. A draft of the projected annual budget was provided to Council on October 12, 2017. The first reading and public hearing was held November 6, 2017.

The General Fund budget requests appropriations of \$54.3 million and those appropriations are funded by various revenue sources of \$54.4 million.

The projected budget is balanced across all funds. It is staffs' belief that the projected 2018 Annual Budget is a reflection of the direction that was received throughout this process.

Public Comment – None

John Diak moved to approve Ordinance No. 1.507 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. ROBINSON RANCH, FILING NO. 2 AMENDMENT NO. 2, LOT 5 - Use by Special Review

**Applicant: Steve Cromer, Dimension Group
Location: Northeast Corner of Parker Road and Cockriel Drive
Department: Community Development, Paul Workman
Trakit No. Z17-010**

7:50 PM

The applicant is requesting a Use by Special Review approval in the Robinson Ranch Planned Development (PD) at the northeast corner of Parker Road and Cockriel Drive to allow for a convenience store with a gasoline service station and a carwash. The proposed convenience store is approximately 3,800 square feet in total area and the service station will have six fuel dispensers.

The subject property is an undeveloped 1.3 acre lot within the Commercial Planning Area of the Robinson Ranch PD. The PD requires that convenience stores with the sale of gasoline obtain

approval for a Use by Special Review. The surrounding area is primarily commercial in use with a Brakes Plus to the north, Parker Country Market to the south, undeveloped land zoned for commercial use to the east and a detention basin to the west.

Staff finds that the request meets the approval criteria for a Use by Special Review based upon the analysis contained in the Planning Commission staff report and the comments provided by the referral agencies. The recommended conditions will ensure that certain design issues associated with the future site plan are adequately addressed.

On November 9, 2017, the Planning Commission recommended Town Council approve the Use by Special Review.

Public Comment - None

John Diak moved that Town Council approve the Use by Special Review, subject to the following four (4) conditions:

1. The applicant shall be required to work with staff during the Site Plan process to ensure that the corner of Parker Road and Cockriel Drive contains enhanced elements that will include, but not be limited to; increased landscaping, place making signage and other features that create a unique corner.
2. The applicant shall be required to work with staff during the Site Plan process to ensure that the convenience store, service station canopy and carwash reflect high-quality architecture that satisfies or exceeds the Town's development design standards and those of the Robinson Ranch PD. The canopy shall include a pitched roof that ties to other pitched roof elements within the Robinson Ranch PD and include masonry that covers the entire height of the columns.
3. The future Site Plan shall be consistent with Exhibit C CSP – 2 submitted within the applicant's narrative for this Use by Special Review where the building is on the north side of the property and the canopy is on the south side of the property. The convenience store façade that faces Parker Road shall address this frontage and incorporate architectural elements and window fenestration to activate the elevation.
4. For the carwash building, all entry and exit doors for vehicles that are visible from any public or private roadway shall be screened from view with berming, landscaping, screen walls, architectural features and/or a combination of the above.

Amy Holland seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 3.147.7 - Second Reading

A Bill for an Ordinance to Amend Section 13.07.120(c)(3) of the Parker Municipal Code Concerning Replats of Lots or Tracts

Department: Community Development, Bryce Matthews

This proposed Municipal Code Amendment is intended to clarify Section 13.07.120(c)(3) of the Land Development Ordinance governing the replat process. This section states that if the

Planning Director determines that a replat application is substantial, it shall be processed through the Sketch Plan, Preliminary Plan and Final Plat process. The proposed amendment adds the Minor Development Plat as a processing option if the replat application and issues associated with it are determined substantial.

On October 26, 2017, the Planning Commission recommended Town Council approve Ordinance No. 3.147.7.

On November 6, 2017 Town Council approved Ordinance No. 3.147.7 on first reading.

John Diak moved to approve Ordinance No. 3.147.7 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:53 p.m.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: December 11, 2017

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-059**
A Resolution to Determine that the Kime Ranch Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for February 5, 2018

Department: Community Development, Paul Workman
TRAKiT No. ANX17-007

EXECUTIVE SUMMARY

The owners of the subject property, the Elisabeth M. L. Kime Living Trust and the Reiboldt Family Trust, have submitted an Annexation Petition in order to annex their land into the Town of Parker. The subject property is located northwest of the Sunset Ridge neighborhood in the vicinity of Crestone Needles Drive.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is currently located in unincorporated Douglas County and has a total area of approximately 17 acres. The property is located within the Town's Urban Growth Boundary and meets the requirement for at least one-sixth contiguity per the Municipal Annexation Act. The approval of this resolution will set a public hearing date of February 5, 2018 for Town Council to consider the annexation and initiate the required public notice procedures.

The Town Master Plan recommends the property for future Medium Density Residential use. The applicant has stated that they wish to develop the subject property and the adjacent property known as Kime Ranch for detached single-family housing consistent with the Master Plan.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 17-059
2. Annexation Petition

RECOMMENDED MOTION

I move to approve Resolution No. 17-059 as part of the consent agenda.

RESOLUTION NO. 17-059, Series of 2017

TITLE: A RESOLUTION TO DETERMINE THAT THE KIME RANCH PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR FEBRUARY 5, 2018

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Kime Ranch Property, which is described on attached **Exhibit A** (the “Real Property”);

WHEREAS, Petitioner submitted to the Town a Petition for Annexation (the “Annexation Petition”) concerning the Real Property on October 25, 2017;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, hereby determines that the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the “Town”), has satisfied itself concerning the substantial compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and desires to proceed with the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on February 5, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

KIME RANCH
ANNEXATION TO THE TOWN OF PARKER
LOCATED IN THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THE EAST 1/2 OF LOT 1, DALTON SUBDIVISION RECORDED AT RECEPTION NO. 253933 AND VACATED AT RECEPTION NO. 9510508, AND ALL OF LOT 3, PINE HILLS RANCH RECORDED AT RECEPTION NO. 239663, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°31'16" EAST, A DISTANCE OF 669.24 FEET TO THE NORTHEAST CORNER OF DALTON SUBDIVISION 3RD AMENDMENT RECORDED AT RECEPTION NO. 2016082720 IN SAID RECORDS, AND **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°31'16" EAST, A DISTANCE OF 1547.42 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID LOT 3 THE FOLLOWING (6) COURSES:

1) SOUTH 00°28'44" EAST, A DISTANCE OF 48.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET;

2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°14'52", AN ARC LENGTH OF 147.25 FEET;

3) TANGENT TO SAID CURVE SOUTH 30°46'08" WEST, A DISTANCE OF 478.43 FEET;

4) NORTH 70°27'18" WEST, A DISTANCE OF 256.56 FEET;

5) SOUTH 89°31'16" WEST, A DISTANCE OF 350.87 FEET;

6) NORTH 00°21'21" WEST, A DISTANCE OF 21.70 FEET TO THE SOUTHEAST CORNER OF SAID VACATED EAST 1/2 OF LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID VACATED EAST 1/2 OF LOT 1 SOUTH 89°31'16" WEST, A DISTANCE OF 669.33 FEET TO THE SOUTHEAST CORNER OF SAID DALTON SUBDIVISION 3RD AMENDMENT;

THENCE ALONG THE EASTERLY LINE OF SAID DALTON SUBDIVISION 3RD AMENDMENT NORTH 00°20'44" WEST, A DISTANCE OF 488.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 17.040 ACRES, (742,243 SQUARE FEET), MORE OR LESS.

NOTES

1. BEARINGS ARE BASED UPON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°20'07" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 BETWEEN THE MONUMENTS SHOWN HEREON.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. 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. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
4. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

OWNERS

REIBOLDT FAMILY TRUST
21525 CRESTONE NEEDLES DR
PARKER, CO 80138

BY _____

ELISABETH M L KIME LIVING TRUST
7611 E PARKER RD
PARKER, CO 80134

BY _____

CONTIGUITY

TOTAL PERIMETER = 4,008.62'
CONTIGUOUS PERIMETER = 1,972.90' (49%)
1/6 PERIMETER = 668.10'
TOTAL AREA = 17.040 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2017.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

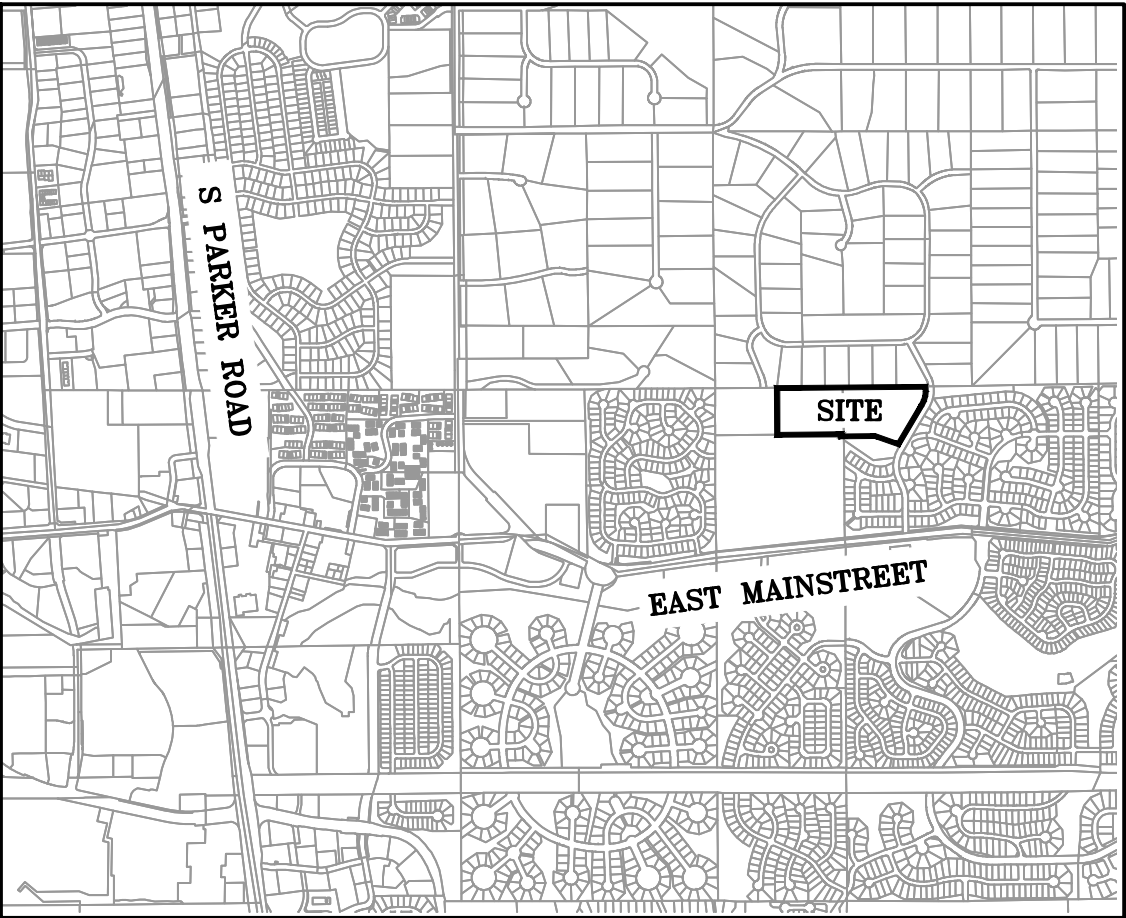
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2017 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT _____

RECEPTION NO. _____

COUNTY CLERK AND RECORDER



VICINITY MAP
SCALE: 1" = 2000'

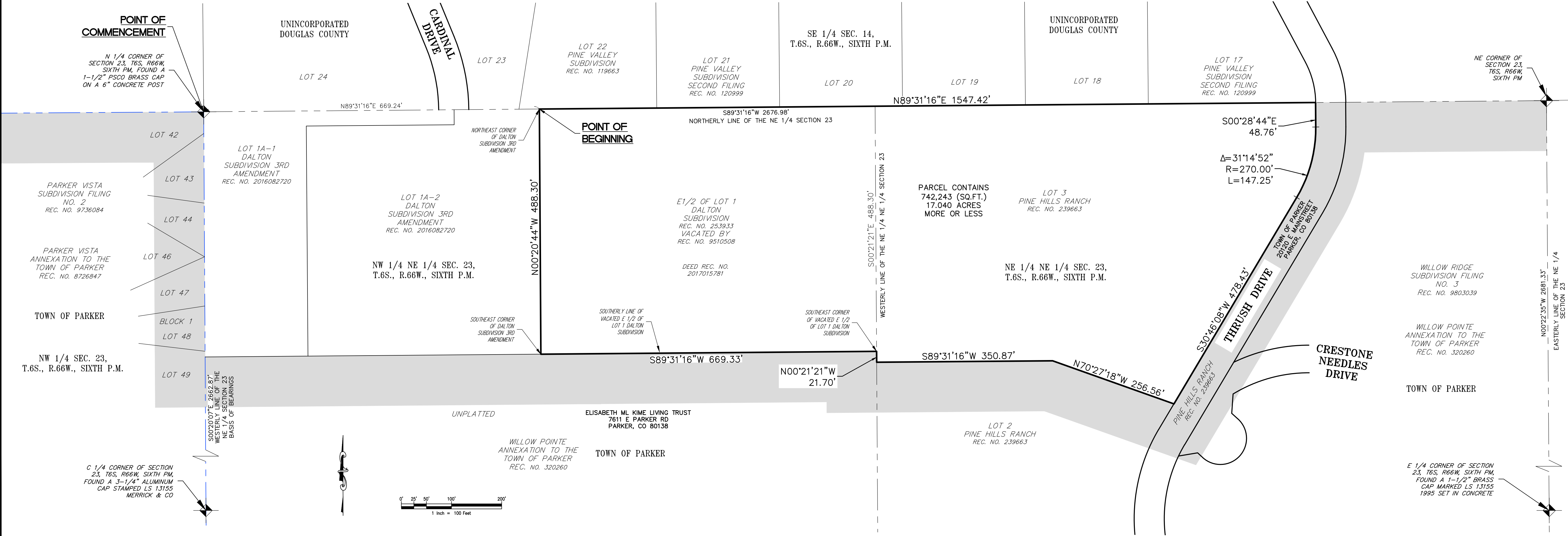
SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.



SCALE 1"=100'	DATE DEC 10/17
REVISION DESCRIPTION	
BY	
DATE	

AZTEC
CONSULTANTS, INC.

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

KIME RANCH
ANNEXATION TO THE TOWN OF PARKER
DOUGLAS COUNTY, COLORADO

PREPARED FOR
REDLAND

1500 W CANAL CT, LITTLETON, CO 80120

SHEET 1
OF 1 SHEETS
54817-35 JOB NO.

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

*20120 East Mainstreet
Parker, CO 80138*

RE: PROPERTY KNOWN AS:
Kime Ranch Development

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

*(See **Exhibit A** attached hereto and incorporated herein by this reference.)*

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.
3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:

Petition for Annexation

- a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
 5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
 6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
 7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
 8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
 9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
 10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

Respectfully submitted this 25th day of October, 2017.

Petition for Annexation

Signatures of Landowner/Petitioner:

Elisabeth M.L. Kime, sole Trustee, or her successors
in trust, under the Elisabeth M.L. Kime Living Trust,
January 15, 2016

By: Elisabeth M.L. Kime
Elisabeth M.L. Kime

Date of Signature: 10-10-17

Mailing Address: 7611 E. Parker Road
Parker, CO 80138

Resident of the Property? YES

Legal Description of Land Owned by Elisabeth M.L. Kime, sole Trustee, or her successors in trust, under the Elisabeth M.L. Kime Living Trust, January 15, 2016:

A PARCEL OF LAND BEING THE EAST HALF OF LOT 1, DALTON SUBDIVISION, RECORDED AT RECEPTION NO. 253933 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

Petition for Annexation

Stanley R. Reiboldt and Lynne Rae Whittenburg
Reiboldt, Trustees for the Reiboldt Family Trust

By: Stanley R. Reiboldt
Stanley R. Reiboldt, Trustee

Date of Signature: OCT. 10, 17

By: Lynne Rae Whittenburg Reiboldt
Lynne Rae Whittenburg Reiboldt, Trustee

Date of Signature: 10-10-2017

Mailing Address: 21525 Crestone Needles Drive
Parker, CO 80138

Residents of the Property? YES

Legal Description of Land Owned by Reiboldt Family Trust:

A PARCEL OF LAND BEING ALL OF LOT 3, PINE HILLS RANCH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 239663 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

EXHIBIT A **TO PETITION FOR ANNEXATION**

Legal Description of the Property

A PARCEL OF LAND BEING ALL OF THE EAST 1/2 OF LOT 1, DALTON SUBDIVISION RECORDED AT RECEPTION NO. 253933 AND VACATED AT RECEPTION NO. 9510508, AND ALL OF LOT 3, PINE HILLS RANCH RECORDED AT RECEPTION NO. 239663, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°31'16" EAST, A DISTANCE OF 669.24 FEET TO THE NORTHEAST CORNER OF DALTON SUBDIVISION 3RD AMENDMENT RECORDED AT RECEPTION NO. 2016082720 IN SAID RECORDS, AND POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°31'16" EAST, A DISTANCE OF 1547.42 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID LOT 3 THE FOLLOWING (6) COURSES:

1) SOUTH 00°28'44" EAST, A DISTANCE OF 48.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET;

2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°14'52", AN ARC LENGTH OF 147.25 FEET;

3) TANGENT TO SAID CURVE SOUTH 30°46'08" WEST, A DISTANCE OF 478.43 FEET;

4) NORTH 70°27'18" WEST, A DISTANCE OF 256.56 FEET;

5) SOUTH 89°31'16" WEST, A DISTANCE OF 350.87 FEET;

6) NORTH 00°21'21" WEST, A DISTANCE OF 21.70 FEET TO THE SOUTHEAST CORNER OF SAID VACATED EAST 1/2 OF LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID VACATED EAST 1/2 OF LOT 1 SOUTH 89°31'16" WEST, A DISTANCE OF 669.33 FEET TO THE SOUTHEAST CORNER OF SAID DALTON SUBDIVISION 3RD AMENDMENT;

THENCE ALONG THE EASTERLY LINE OF SAID DALTON SUBDIVISION 3RD AMENDMENT NORTH 00°20'44" WEST, A DISTANCE OF 488.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 17.040 ACRES, (742,243 SQUARE FEET), MORE OR LESS.

Petition for Annexation

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s)he was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, consisting of five (5) pages, excluding the page(s) of this Affidavit, and that the signature of the petitioners thereon was witnessed by the circulator and is the true and original signature of the person whose name it purports to be, and that the date of such signature is correct.

Shannon Robbins
Circulator

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

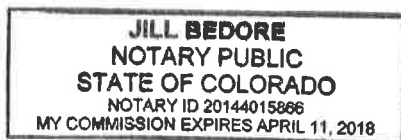
The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 13th day of October, 2017, by Shannon Robbins.

Witness my hand and official seal.

My commission expires: 4-11-18

Gill Beach

Notary Public





Request for Town Council Action

Date: December 11, 2017

Submitted By: Carolyn Washee-Freeland, Associate Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-060**
A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

Department: **Community Development, Carolyn Washee-Freeland**

EXECUTIVE SUMMARY

The Town of Parker Three-Mile Area Plan (the ‘Plan’), was originally adopted by Town Council in 2006 and is updated annually. The Plan is a requirement of the Colorado Municipal Annexation Act of 1965 which requires municipalities to prepare and adopt a Three-Mile Plan prior to annexing property into their territorial boundaries pursuant to C.R.S. 31-12-105 (e)(I).

The Three-Mile Area Plan is a long-range plan that outlines where municipalities intend to annex property and describes how they will ensure the adequate provision of services within the newly annexed land and the existing municipality.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker Three-Mile Area Plan was prepared for the purpose of complying with the Municipal Annexation Act of 1965 which is intended to ensure that municipalities are able to provide services in newly annexed areas. Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares,

parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area."

The Plan is brief since the Town has an Urban Growth Boundary, an Intergovernmental Agreement/Comprehensive Development Plan (IGA/CDP) with Douglas County and a Comprehensive Master Plan which already address many of the above requirements.

The Plan is divided into four (4) chapters:

- Transportation
- Parks, Natural Areas and Open Land Related Areas
- Utilities and Related Items
- Proposed Land Use.

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions within the Three-Mile Area Plan area.

What the Plan does:

- References planning documents from the Town of Parker and nearby jurisdictions
- Complies with state law.

What the Plan does not do:

- Change our Master Plan
- Change our Urban Growth Area
- Change our regulations or zoning
- Change our existing IGA/CDP with Douglas County
- Obligate us to change any of the above

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 17-060

RECOMMENDED MOTION

"I move to approve Resolution No. 17-060, as part of the consent agenda."

RESOLUTION NO. 17-060, Series of 2017

**TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER, COLORADO,
THREE-MILE AREA PLAN**

WHEREAS, the Municipal Annexation Act of 1965 provides that municipalities need a three-mile area plan (the "Plan");

WHEREAS, the Plan should generally describe the proposed location, character and extent of roads, bridges, parks, open spaces, public utilities and transportation facilities within the three-mile plan area; and

WHEREAS, the Municipal Annexation Act of 1965 requires the Plan to be updated at least once annually.

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 adopts the Three-Mile Area Plan, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



PARKER
C O L O R A D O

Three-Mile Area Plan

for the Town of Parker, Colorado



Updated: November 2017

Table of Contents

- I. Introduction**
- II. Transportation**
- III. Parks, Natural Areas, and Open Land Related Items**
- IV. Utilities and Related Items**
- V. Proposed Land Uses**

Maps

- Map 1 – Surrounding Jurisdictions**
- Map 2 – Transportation Facilities**
- Map 3 – Significant Waterways**
- Map 4 – Significant Parks**
- Map 5 – Water and Sanitation Districts**
- Map 6 – County Zoning**

I. Introduction

The Town of Parker Three-Mile Area Plan (the "Plan") is a policy document developed to comply with the Municipal Annexation Act of 1965. The purpose of this Plan is to ensure the adequate provision of municipal services within newly annexed lands based on Section 31-12-105(e)(I) of the Colorado Revised Statutes which provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation , transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Town of Parker’s Three-Mile Area Plan is described in Map 1 which is attached hereto.

The Plan is divided into four (4) chapters:

- Transportation;
- Parks, Natural Areas and Open Land Related Areas;
- Utilities and Related Items; and
- Proposed Land Use.

Each of these chapters refers to plans, policies, maps and other documents that have been adopted by the Town of Parker and other jurisdictions within the Three-Mile Plan area. These plans, policies, maps and documents describe the proposed location, character and extent of specific infrastructure and development characteristics.

II. Transportation

The following documents relate to the transportation specific issues of the Plan:

Streets, Bridges and Parkways:

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker Transportation Master Plan
- Town of Parker Bike Lane Plan
- Town of Parker Greater Downtown District Circulation Network Visionary Plan
- Town of Parker Salisbury Estates Neighborhood Objective
- Douglas County Comprehensive Master Plan 2035
- Douglas County 2030 Transportation Plan
- Douglas County Comprehensive Bike Plan/Map
- Arapahoe County Comprehensive Plan
- Arapahoe County 2035 Transportation Plan, Adopted 2010
- Arapahoe County Bicycle/Pedestrian Master Plan, Adopted 2017
- City of Aurora Comprehensive Plan
- City of Castle Pines Comprehensive Plan 2016
- City of Centennial Comprehensive Plan
- City of Centennial Transportation Master Plan, Adopted 2013
- City of Lone Tree Comprehensive Plan
- Town of Castle Rock 2020 Comprehensive Plan
- Town of Castle Rock Transportation Plan
- Elbert County Master Plan
- West Elbert County Transportation Master Plan

Transit Services and Terminals for Public Transportation:

- Town of Parker Transit Feasibility Study
- Town of Parker Fixed Guideway Transit Study
- Regional Transportation District Southeast Corridor Service Plan

Aviation Fields:

- The attached map entitled “Map 2: Transportation Facilities, Three-Mile Area Plan” locates the sole airport within the Plan, Centennial Airport.

Other Public Ways:

- Town of Parker Open Space, Trails and Greenways Master Plan
- Douglas County Parks Trails and Open Space Plan
- Elbert County Open Lands, Parks and Trails Plan.

III. Parks, Natural Areas, and Open Land Related Items

The following documents relate to issues regarding parks, natural areas, and open land related items within the Town of Parker and in unincorporated areas in the Plan:

Waterways:

- The attached map entitled “Map 3: Significant Waterways, Three-Mile Area Plan” locates all significant waterways within the Plan
- Town of Parker Municipal Code
 - o 13.10.220 Streamside Protection Standards
 - o 13.05.010 Floodplain Regulations
- Cherry Creek Basin Open Space Conservation and Stewardship Plan
- Town of Parker Storm Drainage and Environmental Criteria Manual
- Reuter-Hess Reservoir 2016 Recreation Master Plan

Waterfronts:

Any and all waterfronts associated with waterways within the Plan area.

Playgrounds, Squares and Parks:

- The attached map entitled “Map 4: Significant Parks, Three-Mile Area Plan Boundary” locates all significant parks within the Plan.

Open Space:

- Town of Parker Open Space, Trails and Greenways Master Plan
- Douglas County Parks Trails and Open Space Plan
- Elbert County Open Lands, Parks and Trails Plan
- Arapahoe County Open Space Master Plan

IV. Utilities and Related Items

The following documents relate to issues regarding utilities and related items for the Plan:

Public Utilities*:

- The attached map entitled “Map 5: Water and Sanitation Districts, Three-Mile Area Plan”
- Parker Water and Sanitation District 2009 Water and Sanitation Plan
- Stonegate Village Metro District Master Plan

Terminals for water, light, sanitation, transportation and power provided by the municipality:

- Town of Parker 2035 Master Plan

** Most water and sanitation districts located within the 3-mile area have service plans that are not referenced in this chapter. The Special District Control Act, requiring special districts to have a service plan, has been in existence since 1965 and was updated in 1981. Under C.R.S. § 32-1-208, Districts organized without a service plan are more or less deemed to have a service plan called a "statement of purposes." Districts with a "statement of purposes" for a service plan are not listed in this document.*

V. Proposed Land Uses

The following documents relate to issues regarding proposed land uses within the Town of Parker and in unincorporated areas in the Plan:

Land Uses defined within the Urban Growth Area:

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker and Douglas County Third Amendment to Intergovernmental Agreement and Comprehensive Development Plan
- Douglas County Comprehensive Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

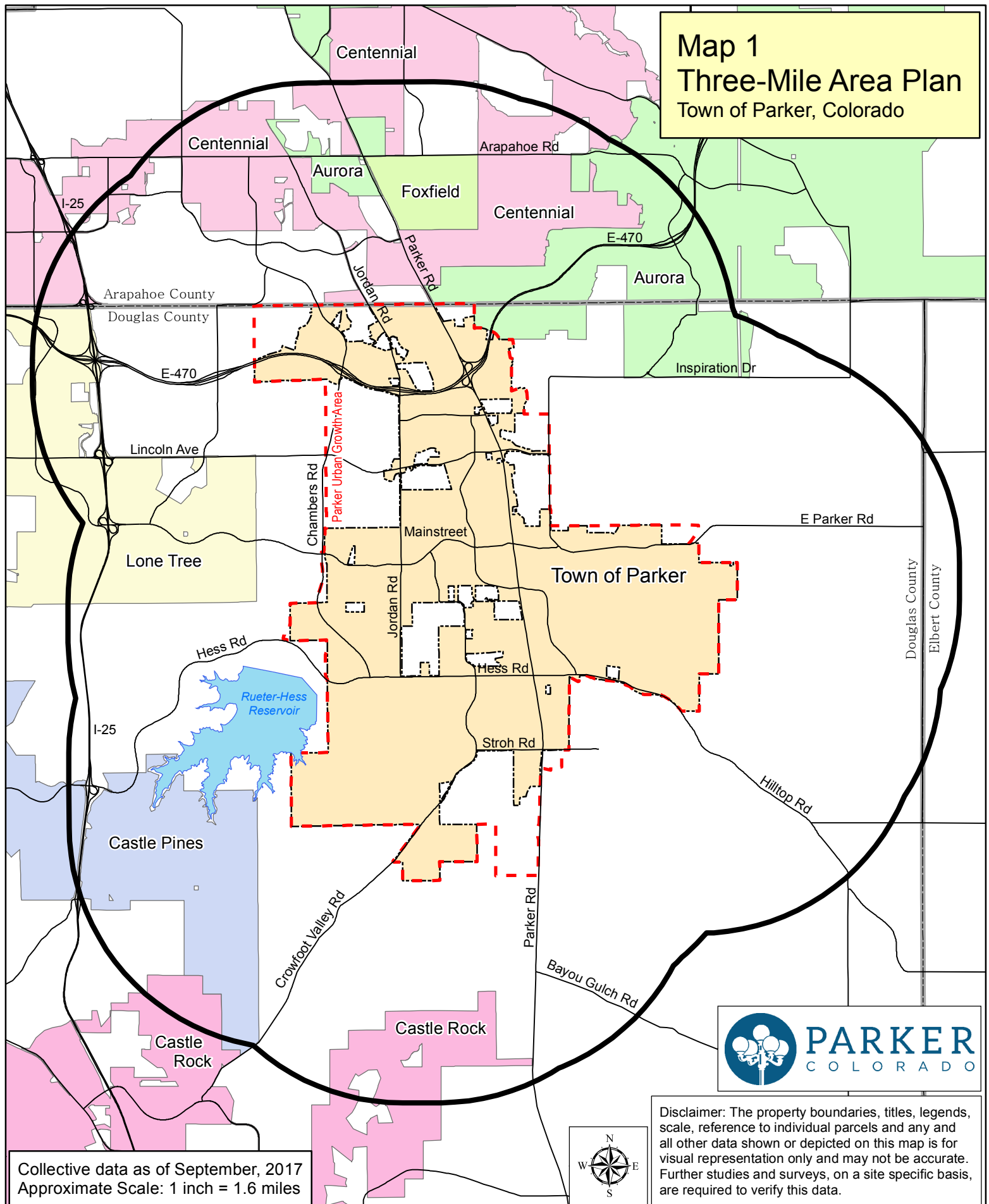
Land Use defined outside the Urban Growth Area:

- Douglas County Comprehensive Plan
- Town of Parker and Douglas County Third Amendment to Intergovernmental Agreement and Comprehensive Development Plan
- Arapahoe County Comprehensive Plan
- Elbert County Master Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

Map 1

Three-Mile Area Plan

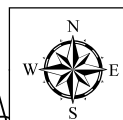
Town of Parker, Colorado



Collective data as of September, 2017
Approximate Scale: 1 inch = 1.6 miles



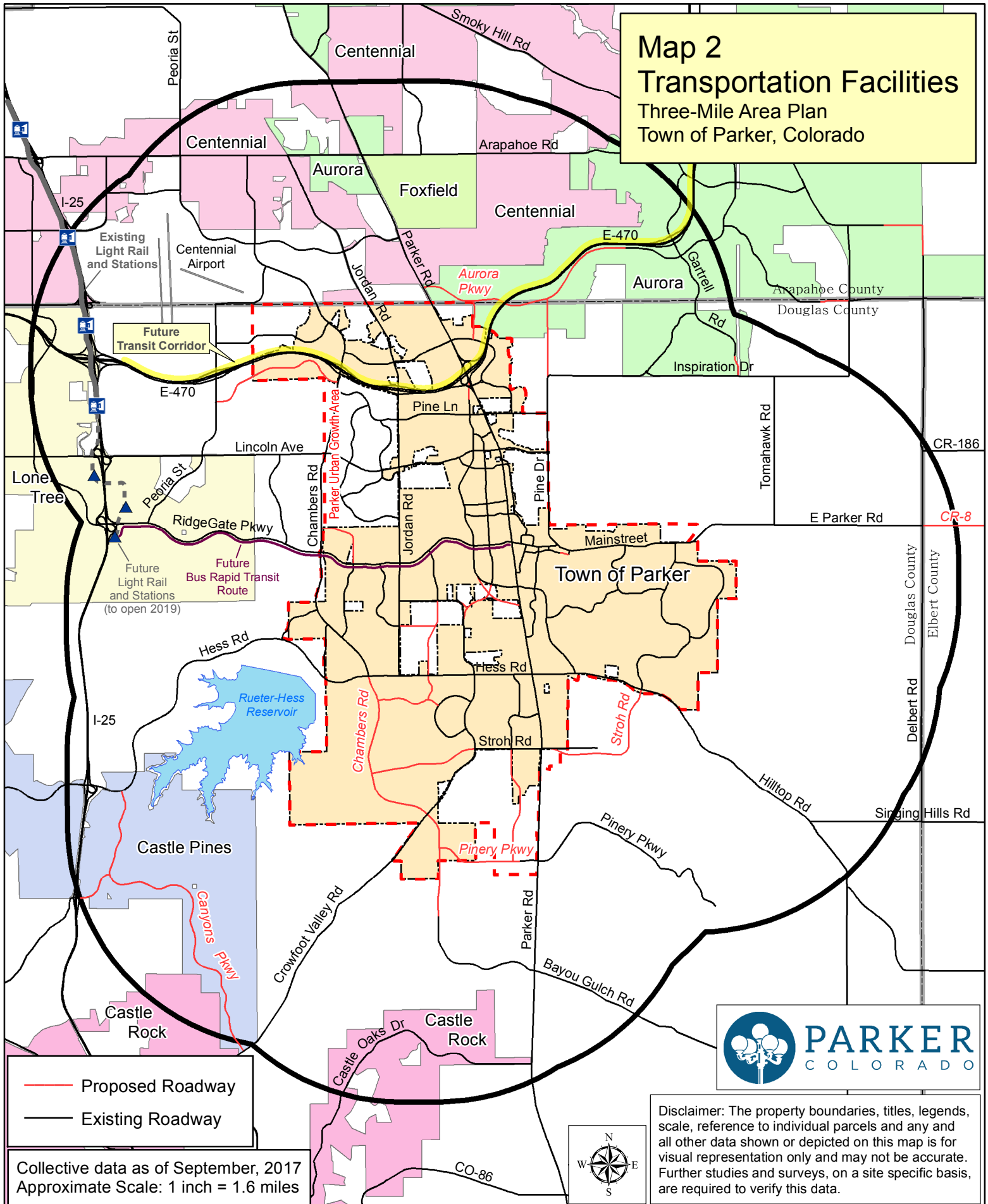
Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.



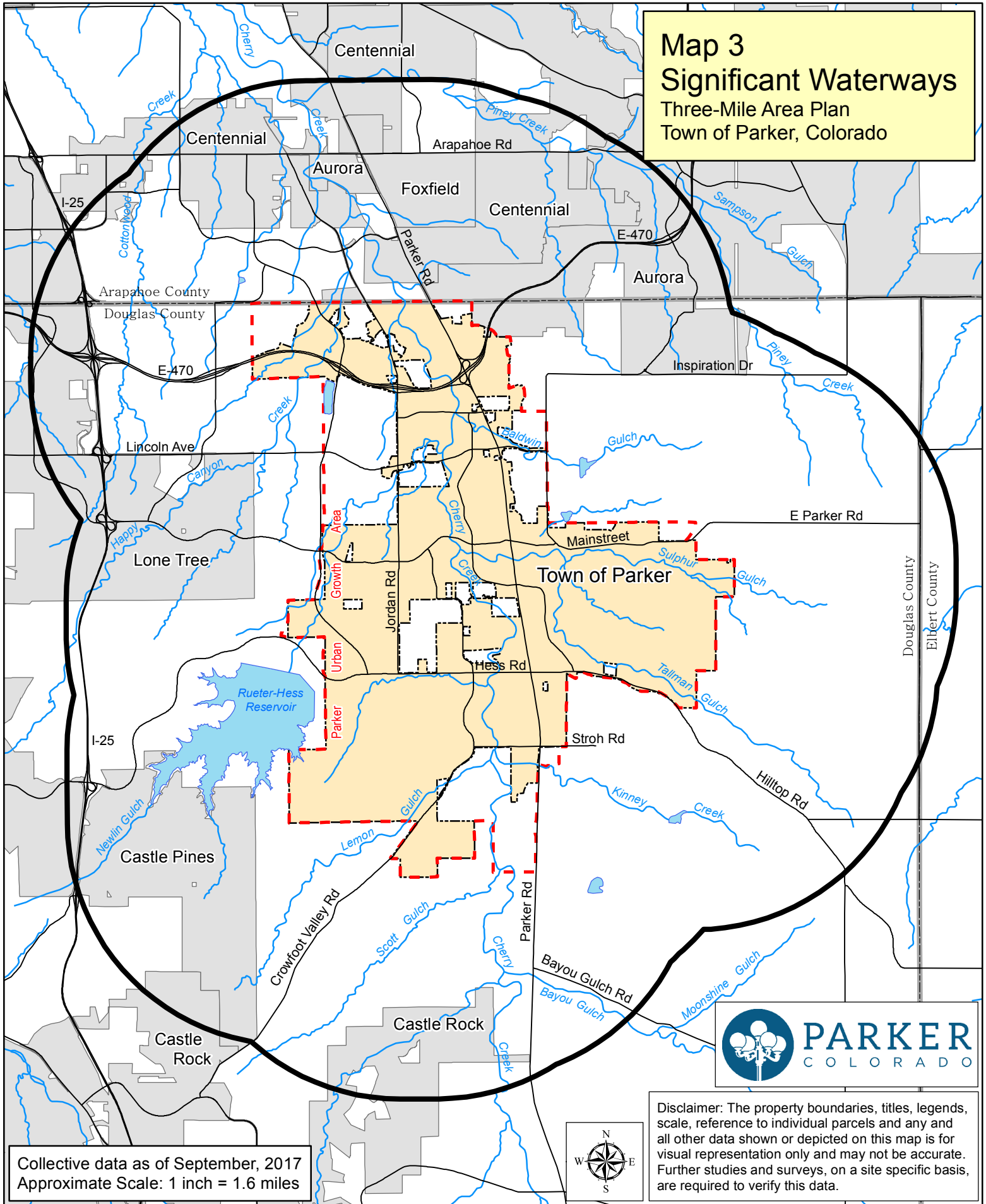
Map 2

Transportation Facilities

Three-Mile Area Plan
Town of Parker, Colorado



Map 3 Significant Waterways Three-Mile Area Plan Town of Parker, Colorado

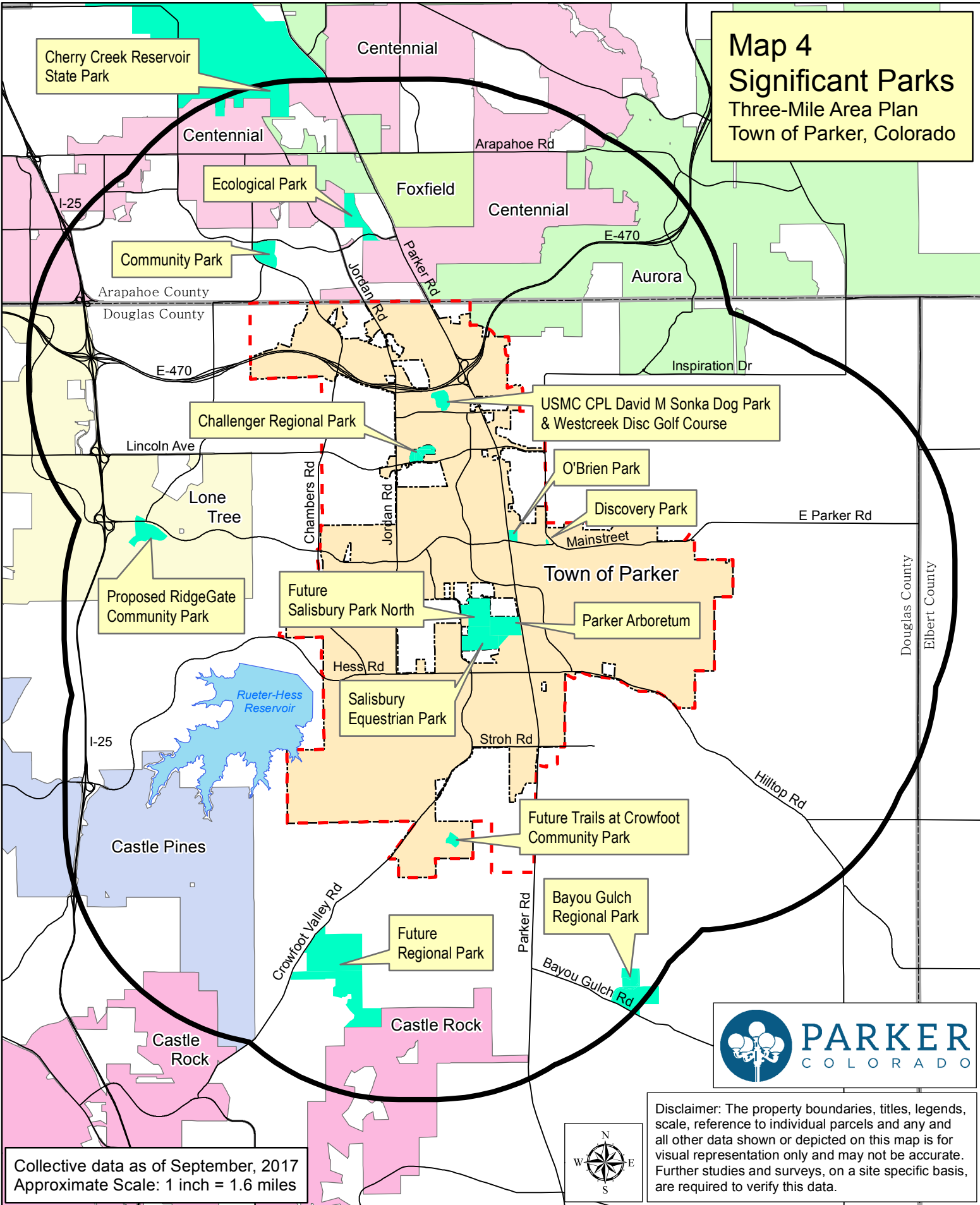


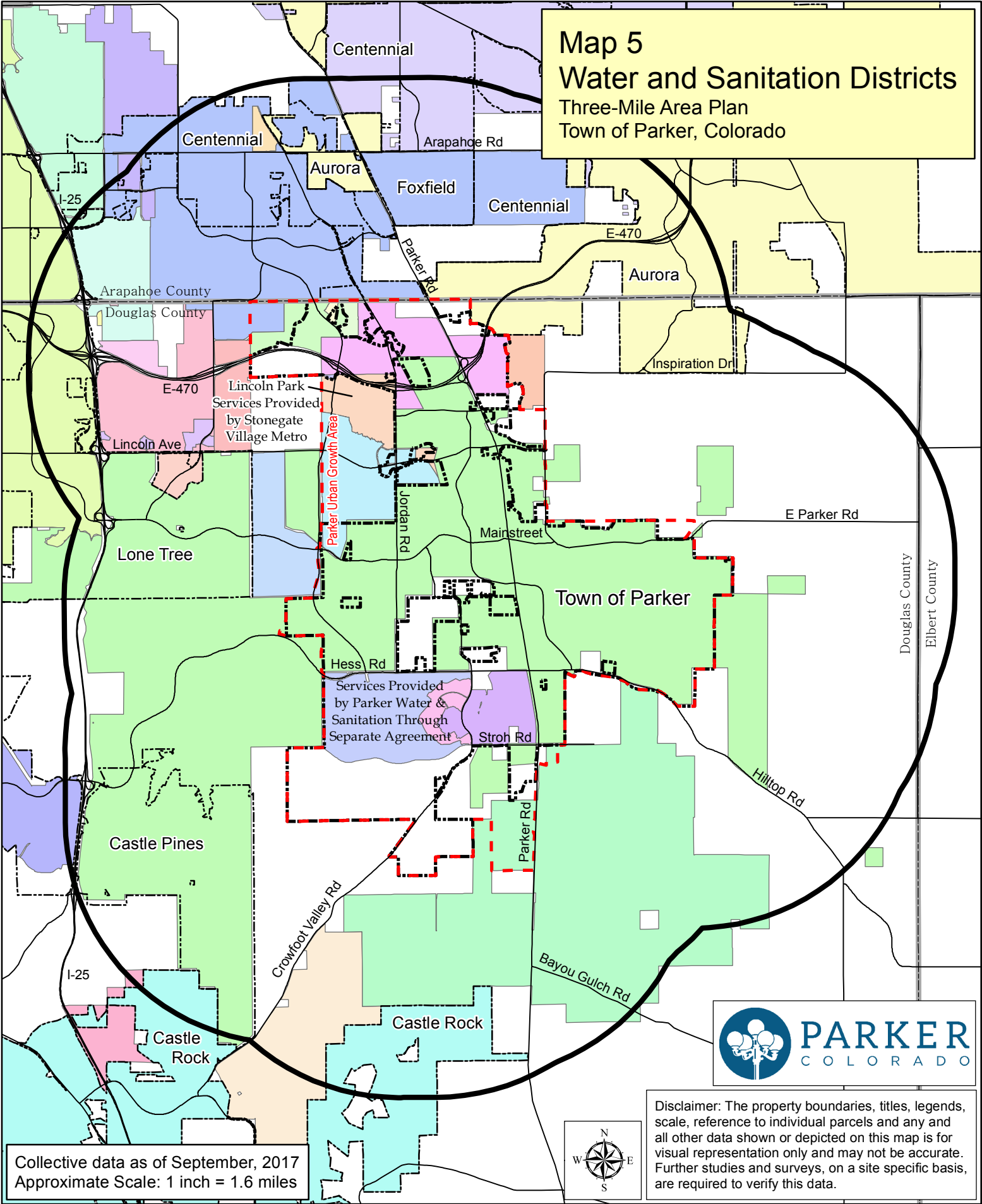
Collective data as of September, 2017
Approximate Scale: 1 inch = 1.6 miles



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

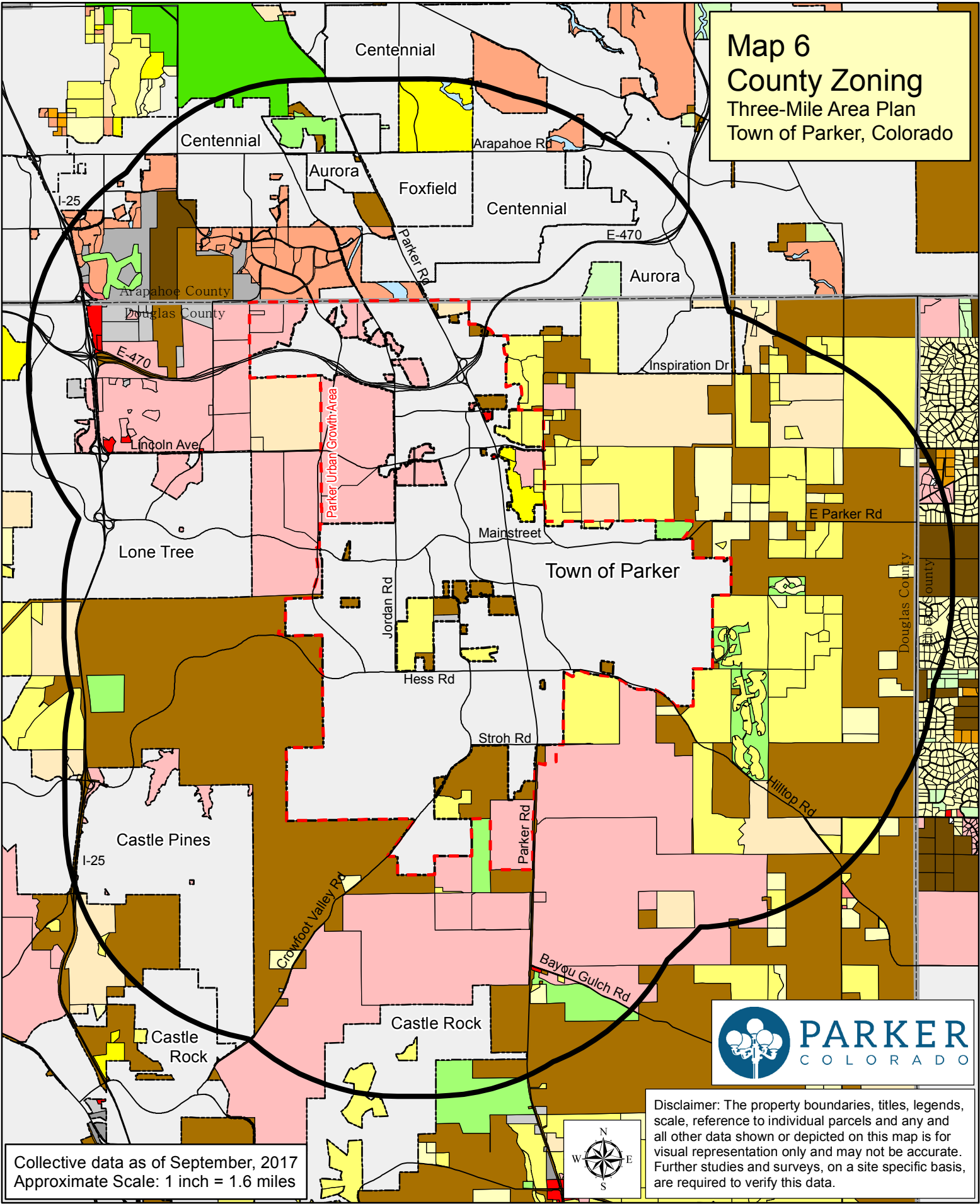
Map 4
Significant Parks
Three-Mile Area Plan
Town of Parker, Colorado





Water & Sanitation Districts

- Airport Vista Metro District 2
- Anthology West Metro District 2-6
- Arapahoe County Water & Wastewater Authority
- Aurora Water
- Castle Pines North Metro District
- Castlewood Water & Sanitation District A, B & D
- Cherry Creek South Metro District 1
- Cherry Creek South Metro District 4-11
- Compark Business Campus Metro
- Compark Business Campus Metro Dist Debt Svc 1 & 2
- Cottonwood Water & Sanitation District
- Crowfoot Valley Ranch Metro District 2
- Denver SE Suburban Water & Sanitation District
- E-470 Potomac Metro District
- East Cherry Creek Valley Water & Sanitation District
- East Valley Metro Water & Sanitation District
- Havana Water & Sanitation District
- Inverness Water & Sanitation District
- Inverness Water & Sanitation District Debt Service
- Inverness Water & Sanitation District Debt Svc 2
- Lincoln Park Metro District
- Lincoln Park Metro District Debt Service
- Meridian Metro Debt Service 1 & 2
- Meridian Metro District
- Meridian Village Metro District 1-4
- North Meridian Metro District
- Parker Water & Sanitation District
- Sierra Vista Douglas Mutual Water Co
- Silver Heights Water & Sanitation District
- South Meridian Metro District Debt Service 1-3
- Southgate Water District
- Stonegate Village Metro District
- Town of Castle Rock



Arapahoe County Zoning

- A-1 (Agriculture)
- A-2 (Agriculture)
- B-5 (Business)
- F (Floodplain)
- I-1 / I-1 PUD (Industrial)
- M-U PUD / MDP (Mixed Use)
- O (Office)
- R-1 (Residential)
- R-3 / R-3 PUD (Residential)
- R-4 / R-4 PUD (Residential)
- R-A (Residential - Agriculture)
- R-E (Residential - Estate)
- R-P / R-P PUD (Residential)
- R-PH (Residential - High Density)
- R-PM / R-PM PUD (Residential - Moderate Density)
- R-PSF (Residential - Single Family)
- U.S.A. (Federal Land)

Douglas County Zoning

- A1 (Agriculture)
- B (Business)
- C (Commercial)
- ER (Estate Residential)
- GI (General Industrial)
- LI (Light Industrial)
- LRR (Large Rural Residential)
- OS (Open Space)
- PD (Planned Development)
- RR (Rural Residential)
- SR (Suburban Residential)

Elbert County Zoning

- A (Agriculture)
- AR (Agriculture - Residential)
- B (Business)
- C (Commercial)
- PUD (Planned Unit Development)
- RA (Residential - Agriculture)
- RA-1 (Residential - Agriculture)
- ROW (Right-of-way)
- XX (Illegal Zoning)

Incorporated Areas



Request for Town Council Action

Date: December 11, 2017

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-061**
A Resolution Accepting the Conveyance of a Drainage Easement from Country Meadows Development, LLC, for Country Meadows Square Lot 7

Department: Engineering, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed within the Site Plan for Lot 7, Country Meadows Square.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved Site Plan for Lot 7, Country Meadows Square. Since the drainage facilities are being constructed as part of the site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed within the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 17-061

RECOMMENDED MOTION

I move to approve Resolution No. 17-061, as part of the consent agenda.

Drainage Easement
(to be accepted)

Parker Road

Hess Road



RESOLUTION NO. 17-061, Series of 2017

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM COUNTRY MEADOWS DEVELOPMENT, LLC, FOR COUNTRY MEADOWS SQUARE LOT 7

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe 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 the maintenance of a drainage pipe and appurtenant drainage facilities from Country Meadows Development, LLC, for Country Meadows Square Lot 7, as provided in the Drainage 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 _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2017, by **Country Meadows Development, LLC**, having an address at 6301 E. Crestline Avenue, Greenwood Village, Colorado 80111 ("Grantor"), and the **Town of Parker**, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees

that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, 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 Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, 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 other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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 the Easement Property, 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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 'A'
LEGAL DESCRIPTION
A 25.00-FOOT WIDE DRAINAGE EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 7, COUNTRY MEADOWS SQUARE MINOR DEVELOPMENT PLAT, AS RECORDED AT RECEPTION NUMBER 2005036081 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID PARCEL BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER SAID SECTION 27, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 89°49'44" EAST, A DISTANCE OF 2644.38 FEET WITH ALL BEARING CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 63°19'45" EAST, A DISTANCE OF 1111.05 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°13'02" WEST, A DISTANCE OF 15.68 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT 50-FOOT WATER AND SANITARY SEWER EASEMENT AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2005061704 AND AT RECEPTION NO. 2005065749 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 89°49'44" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°13'02" EAST, A DISTANCE OF 15.51 FEET;

THENCE SOUTH 89°46'58" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**,

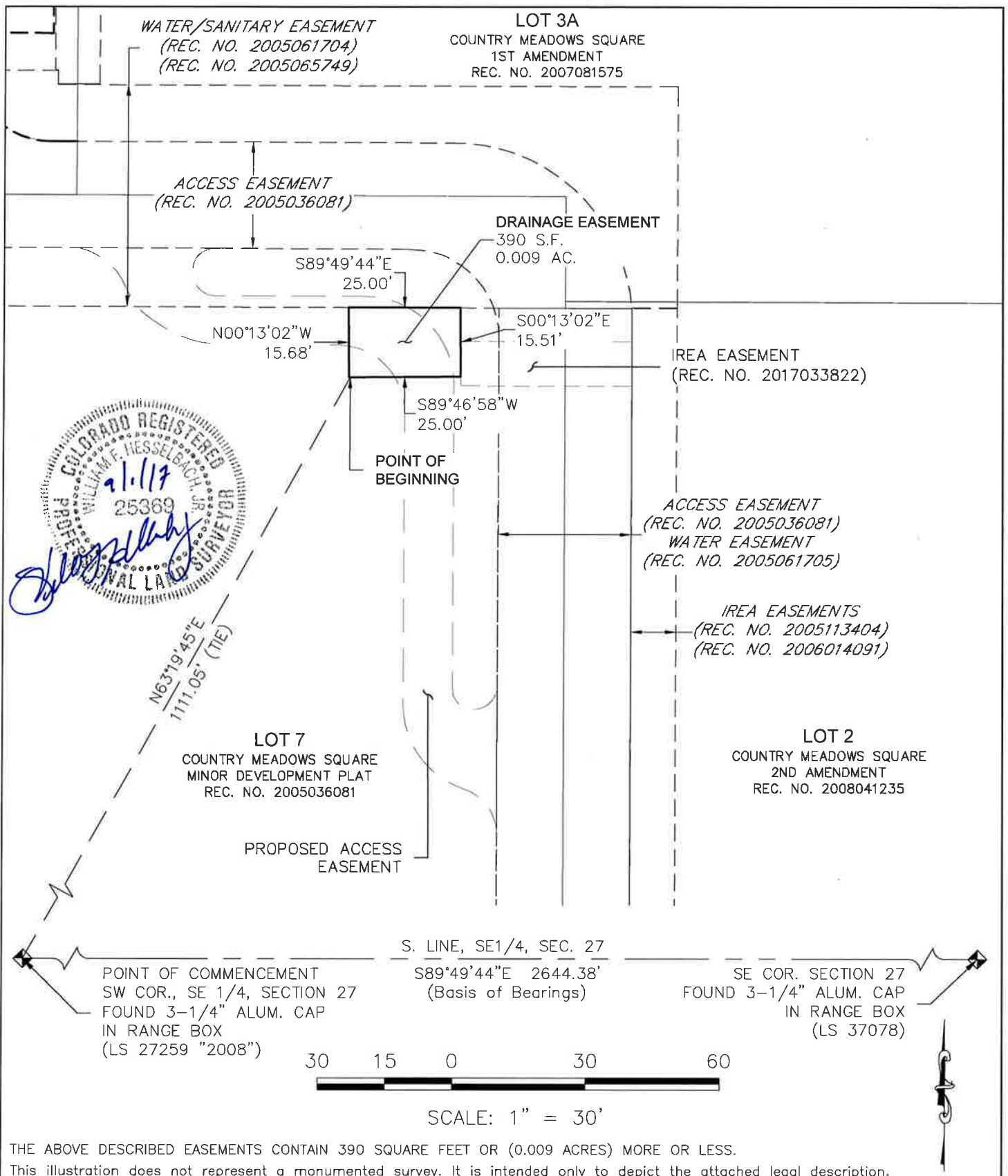
SAID PARCEL CONTAINING A CALCULATED AREA OF 390 SQUARE FEET OR 0.009 ACRE, MORE OR LESS

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH, JR., P.L.S.
COLORADO LICENSE NO. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112





**DRAINAGE EASEMENT
COUNTRY MEADOWS SQUARE
LOT 7**

DOUGLAS COUNTY, COLORADO



10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

SHEET 1 OF 1

DATE: SEPTEMBER 1, 2017



Request for Town Council Action

Date: December 11, 2017

Submitted By: Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-062**
Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018

Department: Parks & Recreation, Dennis Trapp

EXECUTIVE SUMMARY

Approval of a resolution supporting the Reauthorization of the Colorado Lottery Division by the General Assembly during their 2018 legislative session. This reauthorization will allow Colorado Lottery's proceeds partners, including the Town of Parker, to continue to benefit from the grant funding available for various park, open space and trail projects within the community.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

When Colorado voters approved the Lottery in 1980, the General Assembly created a Lottery Division in the State Department of Revenue to administer the program. The Lottery Division is set to expire in 2024 unless extended by the General Assembly during their 2018 session. In 1992 Colorado voted to distribute profits from the sale of Lottery products with 50% to Great Outdoors Colorado (GOCO) or approximately \$65 million cap currently, 40% to the Conservation Trust Fund, and 10% to the Colorado Parks and Wildlife. Funds that exceed the GOCO cap go to the Colorado Department of Education Public School Capital Construction Assistance Fund. In addition, profits from Lottery ticket sales support local retail businesses across the state. Reauthorization of the Colorado Lottery Division is critical to the administration and continuance of these various funding programs, including future grant funding for specific Town of Parker projects.

FINANCIAL IMPACT

Reauthorization of the Colorado Lottery Division by the Colorado General Assembly will

maintain the Town's ability to apply for in the future, both competitive and non-competitive grant funding on various park, open space and trail projects.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 17-062

RECOMMENDED MOTION

I move to approve Resolution No. 17-062, as part of the consent agenda.

RESOLUTION NO. 17-062, Series of 2017

TITLE: A RESOLUTION SUPPORTING REAUTHORIZATION BY THE GENERAL ASSEMBLY OF THE COLORADO LOTTERY DIVISION IN 2018

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes;

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery;

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and the Colorado Division of Parks and Wildlife;

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality, and conserved wildlife habitat;

WHEREAS, the GOCO Trust Fund has distributed more than \$2 million directly to the Town of Parker for these purposes;

WHEREAS, since 1983, the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites;

WHEREAS, the Conservation Trust Fund has distributed more than \$1.5 million directly to the Town of Parker for these purposes;

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs, and stewardship and natural resource management; and

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division.

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 supports the reauthorization by the General Assembly of the Colorado lottery division in 2018.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: December 11, 2017

Submitted By: Elaine Mariner, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-063**
A Resolution to Appoint Regular Members to the Parker Cultural and Scientific Commission and to Appoint the Chair

Department: Cultural, Elaine Mariner

EXECUTIVE SUMMARY

The terms of five (5) regular members of the Parker Cultural and Scientific Commission expire December 31, 2017. All five of the regular members desire to be reappointed for an additional two-year term, and the current Chair desires to be reappointed as Chair for 2018.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Andrew Hawkins and Elizabeth Lamonia were originally appointed to the Cultural Commission in 2013. Justin Raynor, Jeanne Ring, and Judy Bazile were appointed in 2017 to fulfill open positions and as part of the expansion of the Commission. All five wish to be reappointed to full two-year terms which will expire in December 2019. Diane Roth was originally appointed as chair in 2014.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 17-063

RECOMMENDED MOTION

I move to approve Resolution No. 17-063, as part of the consent agenda.

RESOLUTION NO. 17-063, Series of 2017

TITLE: A RESOLUTION TO APPOINT REGULAR MEMBERS TO THE PARKER CULTURAL AND SCIENTIFIC COMMISSION AND TO APPOINT THE CHAIR

WHEREAS, the terms of five (5) regular members of the Parker Cultural and Scientific Commission (the "Commission") expire on December 31, 2017;

WHEREAS, the Town Council of the Town of Parker desires to reappoint these five (5) regular members for another two (2) years, as described herein;

WHEREAS, Section 2.04.020 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Commission to be Chair; and

WHEREAS, the Town Council desires to appoint the Chair to the Commission.

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 reappoints five (5) regular members to the Commission for the term ending December 31, 2019, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Diane Roth as the Chair of the Commission.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Six (6) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2018.

- a. Diane Roth
- b. Lance Martin
- c. Michael G. Edwards
- d. Katie Kendrick
- e. Kelly Gibson
- f. Susan Willis

2. Five (5) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2019.

- a. Andrew Hawkins
- b. Elizabeth Lamonia
- c. Justin Raynor
- d. Jeanne Ring
- f. Judy Bazile

3. Two (2) Alternate Parker Cultural and Scientific Commission Members for a term up to and including December 31, 2018.

- a. _____
- b. _____

4. Ex Officio Member and Alternate.

- a. Amy Holland
- b. John Diak



Request for Town Council Action

Date: December 11, 2017

Submitted By: Dave Aden, Traffic Engineer
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: 2017 Miscellaneous Signal Repairs (CIP 17-022)

Amount: \$201,080.00
Contractor: Paonia, Inc.
Department: Engineering, Chris Hudson
Engineering, David Aden

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Paonia, Inc. for the 2017 Miscellaneous Signal Repairs (CIP 17-022) project for \$201,080.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a "Notice to Bidders" for proposals for the 2017 Miscellaneous Signal Repairs (CIP 17-022) project on November 1, 2017, with the proposals (bids) opened on November 29, 2017. The project consists of traffic signal maintenance, repairs and upgrades at ten (10) signalized intersections in the Town plus electrical maintenance, repairs and upgrades for lighting at a Town parking lot and a roadway median. The Town received bids from three (3) contractors with Paonia, Inc., being the lowest responsible bidder. Paonia, Inc., has successfully completed two (2) Town of Parker capital improvement projects in the past for fiber optic interconnect conduit and cabling work which is also a portion of the overall project. Based on a check of references for traffic signal and electrical work, they have successfully completed several similar projects for the State of Colorado and other Colorado local jurisdictions. The bid results were as follows:

1. Paonia, Inc. - \$201,080.00
2. Sturgeon Electric - \$260,881.00
3. WL Contractors - \$278,603.50

FINANCIAL IMPACT

Funding for this work is part of the Traffic Services budget in the General Fund through the R&M-Traffic Signals account and the R&M-Electrical account.

STRATEGIC GOAL(S)

**ATTACHMENTS**

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: December 11, 2017

Submitted By: Shaun Albrechtson, Assistant Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Third Amendment to Agreement for Professional Services
(for producing theater company for the PACE Center)**

Amount: \$200,000

Contractor: Inspire Creative, Inc.

Department: Cultural, Elaine Mariner
Cultural, Shaun Albrechtson

EXECUTIVE SUMMARY

This agenda item is to approve the third amendment to the master agreement with Inspire Creative Inc., to extend their services as the producing company for theatrical presentations for a fourth year. Individual agreements will be issued for each production to address the specific details but the total will not exceed \$200,000.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2015, the Cultural Department staff determined that entering into a master agreement with a single producing theatre company would result in more consistent and cost effective theatre productions. A five-year, annually renewable contract was originally awarded to Inspire Creative Inc., as a result of a request for proposal process. The resulting productions have been very successful and are offering the consistency and elevated experiences the department sought. The original contract was renewed for 2016 and 2017.

FINANCIAL IMPACT

\$200,000 is budgeted and appropriated.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Inspire Creative 3rd Amendment-2018

RECOMMENDED MOTION

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

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Inspire Creative, Inc., a Colorado corporation (the "Consultant").

RECITALS:

A. The Town and the Consultant entered into the Agreement for Professional Services for a producing theatre company for the Parker Arts, Culture and Events Center on September 12, 2014 (the "Agreement").

B. The Town and the Consultant entered into the First Amendment to Agreement for a producing theatre company for the Parker Arts, Culture and Events Center on January 4, 2016 (the "First Amendment").

C. The Town and the Consultant entered into the Second Amendment to Agreement for a producing theatre company for the Parker Arts, Culture and Events Center on November 21, 2016 (the "Second Amendment").

D. The Town and the Consultant desire to amend the Scope of Services by the deletion of the production of "A Christmas Carol."

E. The Town and the Consultant desire to state the compensation for fiscal year 2018, and to replace the form of agreement, as provided in Section V. of the Agreement.

F. The Town and the Consultant desire to extend the term of the Agreement, as provided in Section VI. of the Agreement, beginning on January 1, 2018, and ending on December 31, 2018, at which time the Town shall have the option to renew the Agreement for one (1) subsequent 1-year term.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project, and the parties hereby agree to the Third Amendment as follows.

Section 1. Section I., Scope of Services, of the Agreement is amended to read as follows:

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Second Replacement Exhibit 1**, which is attached hereto and incorporated herein by this reference (the "Scope of Services").

Section 2. Section V., Compensation, Paragraph A., of the Agreement is amended to provide as follows:

V. COMPENSATION

A. Compensation for the completion of services will be determined pursuant to a separate contract for services for each theatre production, as described in the Scope of Services, but shall not exceed Two Hundred Thousand Dollars (\$200,000) for fiscal year 2018. Compensation for each theatre production will be based on a negotiated guaranteed minimum amount to cover fixed costs and a net income split of 50% / 50% (Cultural Department/Producing Theatre Company), using the form of agreement attached as **Second Replacement Exhibit 2** and incorporated by this reference.

Section 3. Section VI, Term of Agreement, of the Agreement is amended to provide as follows:

VI. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2018, and shall remain in effect until December 31, 2018, at which time the Town shall have the option to renew the Agreement for one (1) subsequent 1-year term. Any renewal of this Agreement beyond the initial 1-year term is a Town prerogative and not a right of the Consultant, and shall be by written amendment to this Agreement. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in Second Replacement Exhibit 1.

Section 4. The Agreement has not been amended, except as provided in the First Amendment, Second Amendment, and this Third Amendment.

IN WITNESS WHEREOF, this Third Amendment is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

CONSULTANT: INSPIRE CREATIVE, INC., a
Colorado corporation

By:

Ralph Neumann, President

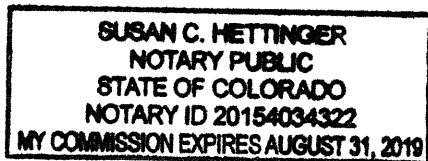
STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st day of December
2017, by Ralph Neumann, as President of Inspire Creative, Inc., a Colorado corporation.

My commission expires: August 31, 2019.

SEAL

Susan C. Hettinger
Notary Public



SECOND REPLACEMENT EXHIBIT 1

Scope of Services

This program will be under the direct supervision and administration of the Cultural Department Director, Production Manager and Education Manager as applicable, who will retain final approval of any and all productions and classes. Productions will typically be billed as, "Parker Arts Presents..." with a subtitle of, "A co-production by 'Producing Theatre Company' and the Town of Parker." In order to facilitate theatrical productions and educational offerings, the producing theatre company may be a partnership of more than one company or organization, but a single entity must be named as the managing body.

I. PRODUCING THEATRE COMPANY

A. Theatre Productions. The producing theatre company will be required to provide the following theatre production and performance services while this Agreement is in effect:

1. The complete production of three (3) theatrical performances on the PACE Center Mainstage, consisting of two or three week runs, with a minimum of 7 evening and weekend public performances and week-day matinees per production. Productions are typically presented fall (September - October), winter (January - February) and summer (July - August). Productions are intended for a family and school audience and are preferred to have curriculum connections aligning with the Colorado Department of Education core curriculum standards.

2. The producing theatre company will be responsible for holding auditions and rehearsals at suitable facilities (town facilities are negotiable based on availability), performer contract management, cast management and communication, direction and choreography, set construction as negotiated with the Town of Parker Cultural Department's Production Manager, and production coordination with Town of Parker Cultural Department's production, front-of-house, and education staff.

3. Productions will be professionally produced and feature several professional actors. At least one production should include several local youth and adult talent. It is critical that production values be high, and that all production staff has extensive experience and expertise in the production and performance of theatre. Personnel who are charged with overall production and performance responsibilities should be regionally known professionals in their prospective fields including: Producers, Artistic Directors, Stage Directors, Music Directors, Choreographers and performers.

4. All productions will be a minimum length of one and a half hours and include a 15-20 minute intermission.

5. The total annual production budget will be between \$150,000 and \$200,000, depending on show titles. This includes all expenses, including royalty payments and a \$3,000-\$5,000 scenic budget per production. The Town of Parker

Cultural Department's Production Manager will have final oversight for production budgets.

B. Theatre Education. The producing theatre company will be required to provide the following education services annually:

1. Eight full-day and eight half-day theater camps for ages 6-13 which include a series of classes designed to introduce and develop theatrical concepts and skills to young people who are interested in participating in children's theater, and culminate in a simple theatrical production showcase. Camps will align with Douglas County school breaks: summer, fall, winter, and spring.

2. Forty advanced theater classes and/or intensives during evenings and weekends for ages 10 -18 per year. Classes must have an academic approach intending to further develop skills in the theater industry.

3. The producing theatre company will provide all theatre and dramatic play instructional materials and curriculum.

4. Class sessions must adhere to production/program/class schedules as established by the Town of Parker's Cultural Department.

5. Assistance must be provided to Cultural Department education staff for class administration and registrations.

6. All persons proposed to be working with youth will be required to submit to, and pass, a criminal background check.

C. Promotion Assistance. The producing theatre company will be required to provide the following promotion assistance annually:

1. Content of program inserts, including synopsis of show and cast/crew bios and head shots to be provided at least 30 days prior to the performance date.

2. Access to cast/crew for production stills and interviews.

3. Willingness and ability to work with the Cultural Department marketing staff to develop and share "behind-the-scenes" and other promotional messages online via Facebook, Twitter, email and other social media outlets.

II. TOWN OF PARKER CULTURAL DEPARTMENT

Town of Parker Cultural Department Staff will be responsible for the provision of the following services:

A. Marketing management

B. Front of house management

C. Box office management

- D. Production management
- E. Technical direction
- F. Scenic, lighting and audio design
- G. Technical equipment
- H. Technical and dress rehearsal space
- I. Running crew
- J. Classroom space and necessary supplies
- K. Class registration/fee management

III. NEGOTIABLE ITEMS

Responsibility for the following services will be determined jointly based on the show title and producing company and Town facility/staff availability:

- A. Stage Management
- B. Rehearsal Space
- C. Scenic Construction
- D. Education Rollout Schedule

SECOND REPLACEMENT EXHIBIT 2

PERFORMANCE AGREEMENT COVER SHEET, POLICIES AND GUIDELINES (NOT INTENDED TO SUPERSEDE PERFORMANCE AGREEMENT)

The Town of Parker (the "Town") has the right to relicense the space if the signed Performance Agreement and insurance certificate(s) are not received by _____, 20____. Cancellations or rescheduled dates must be made on or before sixty (60) days prior to the scheduled event.

A. Due Dates:

Insurance Certificate is due (30 days prior to commencement of agreement):

Signed Performance Agreement is due:

B. "Artist" Information:

Company/Entity Name:

Performance Name:

Contact Person:

Street Address:

City/State/Zip Code:

Phone:

Email:

C. Location (check appropriate location) (the "Facility"):

_____ PACE Center

_____ The Schoolhouse

D. Artist has agreed to license the specified event times, spaces and associated costs as listed on the "Reservation Confirmation," attached hereto as **Exhibit A** and incorporated by this reference.

E. Payments:

When a check is presented as a payment to the Town, Artist is authorizing the Town to either use information from Artist's check to make a one-time electronic fund transfer ("EFT") from Artist's account or to process the payment as a check transaction. When the Town uses information from Artist's check to make an EFT, funds may be withdrawn from Artist's account as soon as the same day the Town receives Artist's payment, and Artist will not receive its check back from Artist's financial institution.

F. Security Requirements:

Security may be required for the event, which will be decided by Town staff. If staff determines that security is needed, they will arrange for security services.

G. Access

Supervised access to the main stage theater, dressing rooms, green room and loading dock areas is allowed during contracted times. Changes can be made to these times with at least 24-hours' notice to the Production Manager. Any additional time worked beyond the contracted amount will result in labor charges.

The use of other rooms in the building must be approved by the Production Manager. Additional fees may apply.

The loading dock and lobby are considered common areas for all events and operations. No other use is allowed, except as authorized in writing by the Town.

Vehicles may unload in the loading dock, but must promptly be moved to a parking space unless authorized by the Production Manager or Event Lead.

All minors must be under adult supervision at all times.

H. Food and Drink

Food and drink are allowed in the seating areas, but not permitted near any equipment in the theater. Food and drink on the stage and in the dressing rooms, green room and loading dock areas are left to the discretion of the visiting company. Any damage resulting from food or drink spillage will result in additional charges.

I. Smoking

Smoking is not allowed within fifteen feet (15') of the Facility.

J. Use of Equipment

The Artist may not use any Facility equipment without the Town's prior written consent.

Misuse, abuse, damage, or loss of Facility equipment will result in an additional charge.

Rosin is not allowed when using the dance flooring.

K. Painting and Scenery Construction

Light touch up and scenic painting are allowed on stage and in the loading dock. However, any affected area must be returned to its original condition prior to load out. Any spray, aerosol, spatter or compressed air techniques are prohibited.

Scenery construction is limited to general assembly. Welding, sanding and cutting are prohibited unless permission is granted by the Production Manager.

L. Safety

All scenery must conform to industry-standard construction techniques and safety features.

Any element that is deemed unsafe by the Production Manager will be eliminated or adapted to ensure a safe experience for all parties.

All scenery must be treated with a fire retardant. Highly flammable materials will not be allowed without proper fire retardant documentation.

All tools and equipment must be secured properly and be fitted with approved safety ties for overhead use.

Access to the catwalk is limited to Cultural Department staff. All others must be approved by the Production Manager.

Crossing from the stage to the house must be done via the ramps located on either side of the stage. Jumping on or off the stage is not allowed. Stepping over the wooden rails around our handicapped seating areas is also not allowed.

All personnel, volunteers, staff and anyone else involved with the event are required to comply with OSHA standards and regulations.

M. Audio Levels

The house audio system is limited to 100 peak dB SPL A-weighting as measured by Town staff.

N. House Staff

The house staff is provided a full one-hour break after five (5) hours of work. Artist will not be charged labor hours for this break. To ensure all parties have appropriate breaks, all production scheduling must be approved by the Production Manager at least one (1) week prior to the event.

O. Signage

Call boards are made available in the backstage hallway. Any additional posting of materials to the area must be approved by the Cultural Department's Production Manager and can only be posted using approved painter's tape.

NO items are permitted to be attached to the walls, ceilings, floors or lighting fixtures without explicit permission.

P. Facility Conditions

All facilities must be restored to their original condition with all food, drink, personal items, and trash removed. The use of glitter or any similar material is strictly prohibited. Cleaning fees will be assessed if dressing rooms, green room, or backstage hallways are left unclean.

Q. Special Effects (Also See Paragraph 13)

Special effects include any device or effect that is brought onto the premises which, if not properly controlled, may present a hazard. Examples include the use of dry ice machines, smoke machines, fog generators, pyrotechnics and fireworks, live flame, firearms, motors of any kind (including vehicles), strobe lighting and lasers. All stage effects for a production must be presented to the Production Manager so they can be evaluated for safety and possible permit needs. **Warning notices must be displayed for patrons stating the type of special effect and that it will be used within the performance.**

R. Weapons (Also See Paragraph 13)

Any firearms, swords or any other weapon used within an event must be replicas designed for stage use and comply with the Town of Parker Cultural Department's Safe Handling of Stage Weapons Policy.

S. Use of Animals During Performances

The use of animals of any kind during performances is strictly prohibited unless approved by the Cultural Department's Production Manager. If approved, the animal must be kept in mutually agreed upon areas only. All animals must be leashed, caged or otherwise restrained at all times when not performing and an approved handler must be within twenty feet (20') and within sight of the animal at all times, particularly when the animal is on stage. A certificate of health, signed

by a licensed veterinarian, must be provided for each animal before the animal will be allowed to enter the facility.

Comments:

I have read the Policies and Guidelines for the use of space and understand the move in and move out policy and décor restrictions within the Facility and agree to abide by these rules as stated, without exception. I understand that I must immediately communicate any changes in the performance plans to the Cultural Department staff.

Artist's Authorized Signature

Date

Print Name

Phone Number

PERFORMANCE AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Artist").

1. **NAME OF PERFORMANCE:** _____
2. **LICENSED SPACE.** The Town hereby licenses to Artist the theatre at the location specified on page 1 of this Agreement and Exhibit A (collectively referred to as the "Cover Sheet"), which is attached hereto and incorporated by this reference (the "Facility") at the time(s) and on the date(s) specified in Paragraphs 3 and 4, and Exhibit A.
3. **DATE(S) AND HOURS OF ENGAGEMENTS:** _____
4. **DATE AND HOURS OF LOAD-IN, REHEARSAL AND SOUND CHECK:** *(If specifics are unknown, use: TBD by mutual agreement subject to final approval by Cultural Department staff).*
5. **ARTIST COMPENSATION:** *(List payment details & date!)*

The Artist will receive a budget not to exceed \$_____ (in accordance with the attached budget) to produce the event. Ticket revenues will be split with fifty percent (50%) going to the Artist and fifty percent (50%) going to the Town. The \$_____ facility fee is included in the base ticket price and is not subject to the ticket split. The Town retains sole control over decisions to offer discounts.

6. **TOWN AND ARTIST RESPONSIBILITIES:**

A. **Town Responsibilities.**

The Town will provide the following services:

B. **Artist's Responsibilities:**

The Artist will provide the following:

7. **TICKETING:** The Town will operate the ticket office for all ticketed events held at the Facility. The Town reserves the right to administer the provisions and arrangements for the sale and collection of tickets. All tickets sold shall, at all times, be under the charge of the Cultural Department staff. The Town shall, at the satisfactory conclusion of the event, settle all ticket accounts with Artist, if applicable.

The Town and the Artist have agreed upon the following ticket prices. The house will be scaled as follows:

_____ tickets @ \$ (note pit position)
_____ tickets @ \$
_____ tickets @ \$

Any discounts to these ticket prices will be agreed to in advance by the Town and Artist.

All paid tickets will have a facility fee in the amount of \$2.50 added to the base ticket price. The Town retains all facility fees; they are not subject to a ticket split.

The Town will receive _____ complimentary tickets. The Artist will receive _____ complimentary tickets. If the Artist will not be using the tickets, the Town requests they be released for sale. The Town will also hold back from sales _____ () tickets to be used as house seats to deal with seating or other customer service issues. If not needed, these tickets will be released for sale.

All information gathered from the consumers through the ticketing software is property of the Town.

8. **CONCESSIONS.** The Town and its preferred vendors have exclusive rights to sell food and beverages, including alcohol, on the premises of the Facility. All revenues earned from these sales are retained by the Town. Concessions for performance-based events will be opened at the sole discretion of the Town.

9. **MERCHANDISE SALES.** The Artist shall not sell any merchandise at the Facility until the Artist obtains both a State of Colorado and Town of Parker sales tax license, copies of which shall be delivered to the Town upon execution of this Agreement or thirty (30) days prior to the Event. The Artist shall be responsible for payment of all sales taxes that are included on the Colorado and the Town of Parker sales tax returns. The Artist shall pay to the Town a commission of twenty percent (20%) of the gross merchandise sales, after deducting the sales tax. Within fifteen (15) days following the Event, the Artist shall report all merchandise sales on the Town's website at <http://www.parkeronline.org/1756/File-Pay-Your-Tax-Return-Online>. Artist warrants and represents that it has the sole right to reproduce and sell merchandise with the image and likeness of the artists on the materials offered for sale by the Town, as provided herein.

10. **MARKETING/PROGRAMS.**

A. **Marketing Support:** The Cultural Department will make reasonable efforts to promote the performance; this could include a combination of paid media and word-of-mouth advertising, but will be determined on a case-by-case basis by the Cultural Department's Marketing Manager, based on funds/resources available in the approved marketing budget and media plan.

B. **Programs:** The Town will print a one-page, 8.5" x 11" program insert for each Artist performance, unless otherwise agreed to by both parties. The page can be two-sided and will be printed in black and white. Additional pages beyond the one (1) page may be allowed with written approval from the Town thirty (30) days in advance of Artist's performance. Additional design and/or printed charges may apply. Artist must deliver the program insert content to the Cultural Department staff in a workable format, such as Word, InDesign, Illustrator or Photoshop, no less than thirty (30) days in advance of Artist's performance. All pictures must have a minimum file size of 1.5MB. If the Artist does not send the content, the

Town reserves the right to print inserts with basic information received or found online about the performance, such as the show title, company name and artist names.

11. **TECHNICAL SPECIFICATIONS.** Any technical information, including lighting, stage and sound plots, and personnel needs, must arrive at least thirty (30) days prior to the event's load-in or the Artist must perform using the standard house plots

12. **COMPLIANCE WITH SPECIFIC LAWS.** Artist shall use and occupy the Facility in a dignified, safe and careful manner, and shall comply with all applicable municipal, state, and federal laws, and the rules and regulations pertaining to the Facility that may be adopted by the Town, and all other rules and regulations prescribed by the fire and police departments and other governmental authorities, as may be in force and in effect during the performance.

A. The Artist is responsible for complying with Section 8.06.060 of the Parker Municipal Code, which prohibits public indecency, including appearing in the state of nudity in a public place such as the Facility.

B. The Artist is also responsible for complying with the "Colorado Clean Indoor Air Act" (C.R.S. § 25-14-101, *et seq.*), which prohibits smoking and tobacco smoke within public buildings, such as the Facility, including, but not limited to, enclosed or partially enclosed areas, such as the theatre, theatre stage, dressing rooms, restrooms, corridors, hallways and lobbies, contained within the Facility, which includes a radius of fifteen feet (15') from any entrance into the Facility. Smoking of tobacco, as defined by the "Colorado Clean Indoor Air Act," is only permitted outside of the Facility in areas specifically designated by a posted sign as a designated smoking area. The Artist may simulate smoking on the theatre stage as a part of the performance, so long as the Artist complies with the "Colorado Clean Indoor Air Act."

13. **SPECIAL EFFECTS/WEAPONS.** All special effects (pyrotechnics, haze/fog, etc.) and weapon use must be reported to the technical coordinator and should be documented within the Artist's technical rider or in writing to the Town. If the special effects require permits from the fire department or other agencies, the Town will work to obtain those, with documentation provided by the Artist. The expense of any such permits is the responsibility of the Artist. However, if the permits are not obtained or the Town does not believe the effect is safe, at the sole discretion of the Cultural Department technical coordinator, the special effect/weapon must be removed from the show.

14. **TAXPAYER INFORMATION.** The Town must have on record a W-9 Federal Request for Taxpayer Identification Number and Certification, including a Social Security Number if check is payable to an individual, or employer identification number if check is payable to an entity. No payment will be made, unless this information is on file with the Town Finance Department at least thirty (30) days prior to payment.

15. **NONRESIDENT ALIENS.** It shall be the duty of the Artist to inform the Town of the Artist's employment of any nonresident alien. With respect to any nonresident alien to or for whose benefit the Town will make any payment under the Agreement, the Town will withhold 30% of the gross remuneration owed by the Town to or for the benefit of such nonresident alien and will remit said sum to the Internal Revenue Service, unless, (a) in the case of a nonresident alien business entity, the Town has timely received either: (i) a properly completed Form W8-

BEN claiming the benefits of an applicable tax treaty between the United States and said business entity's country; or (ii) a properly completed Form W8-EXP certifying said business entity's tax exempt status; and (b) in the case of a nonresident alien individual, the Town has timely received a fully executed Central Withholding Agreement applicable to the gross remuneration owed by the Town to or for the benefit of said nonresident alien. The Artist agrees to indemnify and hold the Town harmless, to the extent allowed by law, should the Artist fail to inform the Town of the Artist's employment of any nonresident alien.

16. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS: *(This section shall not apply to an individual person who does not hire employees to perform the Agreement.)* Pursuant to C.R.S. § 8-17.5-101, *et seq.*, the Artist represents and agrees that:

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: The Artist shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. The Artist shall not knowingly contract with a subcontractor that: (a) knowingly employs or contracts with an illegal alien to perform work under the Agreement; or (b) fails to certify to the Artist that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement.

B. VERIFICATION REGARDING ILLEGAL ALIENS: Upon entry into a new contract or renewal of a contract for services, the Artist will verify through participation in either the E-verify Program or the Department Program of the State of Colorado that the Artist does not employ any illegal aliens. If the Artist chooses to use the Department Program, the Artist shall complete a "Notice of Participation in the Department Program for Public Contracts for Services" and distribute said notice to the Colorado Division of Labor and the Town.

If the Artist has chosen to use the Department Program, and if, during the Agreement period, the Artist hires an employee who is newly hired for employment to perform work under the Agreement, the Artist shall, within twenty (20) days of hiring an employee, affirm that the Artist has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. 1324a, and not altered or falsified the identification documents for such employees. The Artist shall provide a written, notarized copy of the affirmation to the Town.

C. LIMITATION REGARDING E-VERIFY PROGRAM AND DEPARTMENT PROGRAM: The Artist shall not use either the E-verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing the Agreement.

D. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If the Artist obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Artist shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(1) Notify the subcontractor and the Town within three (3) days that the Artist has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if, within three (3) days of receiving notice that the Artist has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** The Artist shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102 (5).

F. **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy, the Town may be entitled to a breach of the Agreement, if the Town terminates the Agreement, in whole or in part, due to the Artist's breach of any subparagraph in this paragraph, the Artist shall be liable for actual and consequential damages to the Town.

G. **CERTIFICATION:** Prior to executing the Agreement, the Artist shall certify that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Artist will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of its employees and/or subcontractors.

17. LIABILITY AND INSURANCE.

A. **Indemnification.** The Artist shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its officers, employees, agents, and their insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is attributable to the act, omission, error, professional error, mistake, negligence, or other fault of the Artist, the Artist's employees, subcontractors or anyone else employed directly or indirectly by any one of them or by anyone for those acts any of them may be liable.

The Artist shall, to the fullest extent of the law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Artist or, at the option of the Town, agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, or demands. The Artist shall, to the fullest extent permitted by law, defend, and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

B. **Insurance.** The Artist agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Artist, pursuant to Subparagraph 17.A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Artist shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Subparagraph 17.A. above, by reason of its failure to procure and maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

The Artist shall procure and maintain, during the life of this Agreement, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Artist pursuant to Subparagraph 17.A. above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Artist requires a subcontractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Artist, as determined by the Risk Manager.

(1) Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

(2) Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property, in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

(3) The policy required by Subparagraph B.2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Artist. No additional insured endorsement to the policy required by Subparagraph B.2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Artist shall be solely responsible for any deductible losses under any policy required above.

(4) The certificate of insurance provided by the Artist shall be completed by the Artist's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement.** No other form of certificate shall be

used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement.** The completed certificate of insurance shall be sent to:

Original: Town of Parker
Attn: Risk Manager
20120 E. Mainstreet
Parker, CO 80138

(5) It is the affirmative obligation of the Artist to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

(6) Failure on the part of the Artist to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Artist to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Artist from the Town.

(7) The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(8) The parties hereto understand and agree that the Town, its officers and employees, is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

18. **FORCE MAJEURE.** In the event that the performance of any covenant(s) of the Agreement are prevented by weather, an act of God, physical disability, acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation or any other proven cause beyond their control, the Artist and the Town shall use best efforts to find a mutually agreed upon date to reschedule any cancelled performance. If no such date can be found, the Artist and the Town shall respectively be relieved of their obligations stated in the Agreement.

19. **NOTICE.** Any notice required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or

registered mail, return receipt requested, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

To the Town: Town of Parker
 Attn: Cultural Director
 20120 E. Mainstreet
 Parker, Colorado 80138

To Artist: _____
 Attn: _____

20. **APPROPRIATIONS.** The financial obligation of the Town, for fiscal years after the year this Agreement is dated, is expressly contingent upon appropriation of the funds needed to fulfill the obligation of this Agreement by the Town Council of the Town of Parker.

21. **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.

22. **INDEPENDENT CONTRACTOR STATUS.** The parties enter into this Agreement as separate, independent entities and shall maintain such status throughout the term of this Agreement. It is understood and agreed that the Artist, and any and all subcontractors to the Artist, are independent contractors with regard to all operations and activities related to the performance of this Agreement. Neither the Artist nor any subcontractors to the Artist shall be considered employees of the Town, nor shall this Agreement be construed to create a partnership, joint venture or agency of any kind. The employees, volunteers and subcontractors used by the Artist to perform under this Agreement shall report to the Artist, which assumes full and exclusive responsibility for the actions of those employees, volunteers and subcontractors while performing services under this Agreement, and the Town shall have no liability or responsibility for such personnel.

23. **NO THIRD-PARTY BENEFICIARIES.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

24. **ALTERATIONS – WEAR AND TEAR.** Artist shall not alter, repair, add to, deface, or change the premises in any manner whatsoever, without the prior written consent of the Town. The premises shall be maintained and vacated, as and when required, in as good condition as it is upon entry of Artist therein, depreciation for reasonable wear and tear excepted. Artist shall pay on demand for all damages or injury done by Artist or its agents and employees to premises.

25. **COPYRIGHTS.** Artist hereby assumes all costs and liability arising from the use of patented, trademarked, franchised and copyrighted music, materials, devices, processes and dramatic rights used by or incorporated in each event covered by this Agreement. Artist shall defend, indemnify and hold harmless the Town, its officers, employees, contractors, representatives and agents of the Town, from and against any and all claims, suits, sanctions, liabilities and expenses (including, without limitation, reasonable attorneys fees and experts' fees) arising from any unauthorized use or allegation of unauthorized use of any of the foregoing intellectual property, and the Town shall have the right to control the defense of such claim or suit.

26. **NONDISCRIMINATION.** Artist will take affirmative action to not discriminate against any employee, applicant or subcontractor for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

27. **ENTIRE AGREEMENT.** This Agreement, which includes the Cover Sheet and Exhibit A, contains the entire understanding between the Town and the Artist with respect to its subject matter. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing signed by the parties hereto.

28. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction: (i) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this Agreement; or (ii) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent so expressed and the benefits so provided.

IN WITNESS WHEREOF, the Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Elaine Mariner, Cultural Director

ARTIST: _____
[Please type or print Artist's name on line↑]

[Sign on line↑]

[Print signatory's name and title on line↑]



Request for Town Council Action

Date: December 11, 2017

Submitted By: Carolyn Parkinson, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PARKER TECH CENTER AMD 2 LA2-12– Use by Special Review**

Applicant: Jonathan Edewaard - Made for Colorado Auto

Location: 10505 S. Progress Way

Department: Community Development, Carolyn Parkinson

TRAKiT: Z17-021

EXECUTIVE SUMMARY

This is a request for a Use by Special Review to allow for indoor automobile sales within the Parker Tech Center located on Progress Way north of Longs Way. The applicant is proposing limited outdoor display for a maximum of three vehicles and no overnight storage.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

This property is zoned Light Industrial District within the Urwiller Property Planned Development (PD). A car dealership within this PD requires approval of a Use by Special Review. The unit under review is currently used as flex/office space but will soon be vacant.

The applicant is proposing a sales office and indoor showroom that will house 10 to 12 vehicles specifically equipped for the Colorado outdoors. The cars will be advertised on-line and anticipated customer activity will consist of 10 to 15 visits per week. All vehicles delivered to the site will be sale ready and no modifications or maintenance will be done on site. A condition of approval will limit the outdoor display to three vehicles and require that all vehicles be stored indoors overnight.

The proposal does not include any exterior modifications to the unit or the building.

Staff has determined that the Use by Special Review for an indoor auto sales and showroom at 10505 Progress Way STE 105:

- is consistent with the Master Plan designation as Light Industrial, and
- is compatible with the existing flex office/light industrial uses in the area, and
- when evaluated against the nine criteria for a Use by Special Review, meets or can meet these criteria subject to reasonable conditions.

On November 30, 2017, Planning Commission recommended Town Council approve the Use by Special Review request.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Narrative
2. Referral Comments

RECOMMENDED MOTION

I move to approve, based on staff findings, with the following conditions contained in the staff report:

1. That the Use by Special Review materials submitted to the Community Development Department on November 9, 2017, via eTRAKiT shall be the approved Use by Special Review materials.
2. This approval DOES NOT include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding sign permit requirements.
3. A building permit is required prior to any work or vehicle storage on site.
4. A maximum of three vehicles may be displayed outdoors in striped parking spaces in the parking lot at any given time and there will be no outdoor storage of vehicles overnight.



September 27, 2017

Bryce Matthews
Planning Manager
Town of Parker
20120 E. Mainstreet
Parker, Colorado, 80138

RE: Project Narrative
Use by Special Review
Project #Z17-021
10505 Progress Way, Suite #105
Parker, Colorado 80134

Mr. Matthews,

We respectfully submit this application for a Use by Special Review for the unit located at 10505 Progress Way, Suite #105, Parker, Colorado 80134.

The proposed use for the unit, which is a currently occupied as a light-industrial flex/office space and soon to be vacated, is for a vehicle showroom for an online automobile dealership specializing in vehicles particularly equipped for the Colorado outdoors. The proposed plan does not include any modifications to the unit, nor does it require any modifications to the building. The unit is being delivered as a vacant shell (except for a bathroom and small storage closet) and will not be modified in any notable way in regard to the UbSR application. In fact, the largest modification currently planned calls for a section of the unit to be professionally painted with the business's logo to position the vehicles in front of for photography.

The applicant's business plan involves not only the on-site storage of new inventory awaiting sale, but also utilizing the remaining space as an office and meeting area to facilitate the transaction from start to finish. The intent and purpose behind the utilization of this space is to accommodate the much-needed room for new inventory received for eventual sale while also providing for a brick and mortar base of operations where clients can view the vehicles as well as enlisting the business's services in seeking out specific vehicles. While there are several car dealerships in the Parker area and some of these do offer vehicle-selection services, there is a need for a local dealership specializing in Colorado-equipped cars and these needs are currently being fulfilled out of Town.

The applicant thoroughly investigated other locations in the immediate area to accommodate his vehicle showroom and office needs. Opportunities for automotive uses inside leasable space were extremely rare and many that did offer this potential had greatly limited indoor storage capabilities with vastly more office build-out than required. This would have required outdoor storage of the vehicles

which is neither a benefit to the applicant in terms of the vehicle's condition nor the Town of Parker in terms of an attractive roadway. Additionally, due to the light-industrial nature of the building the applicant proposes to occupy, many of the required modifications to the unit were already in place such as an adequate exhaust fan, correct level of sprinklers, and an overhead door suitable for driving vehicles through. Lastly, this unit proved to be the only available unit that fit the applicant's size and use specifications that was available in the Town that did not require extensive demolition of office build-out.

The exterior of the unit and building will not be affected in any way other than the business's signage. The applicant, per his Lease Agreement with the Landlord, is not permitted to store any vehicles outside the unit overnight. The impact to the neighboring properties would be minimal or non-existent. As regular use of the unit would be limited to an occasional drop-in or a scheduled appointment, the impact would be no more or less than those uses currently in place in the same building such as the Electronic Restoration Services business which stores a box-truck in the parking lot overnight or the Denver Newspaper Agency which utilizes a dock-high loading area. The impact created by the applicant would be less: there will be a significantly fewer number of employees (only two part-time) and there will not be the associated sounds generated from loading and unloading larger box trucks. The transportation of vehicles to and from the unit will occur relatively infrequently as well in comparison to the neighboring uses such as the dance and cross-fit studios which generate significant consumer traffic at peak hours.

We appreciate the time spent by you and the staff in your department prior to submitting this Use by Special Review application.

Thank you for your consideration in this matter and we look forward to successfully processing this application.

Regards,

Patrick McGlinchey

Patrick McGlinchey
Trevey Land and Commercial

cc: Justin Gregory

Base Map

Standard

10505 S PROGRESS WAY
PARKER, 80134
SMITH ADEN PROPERTIES LLC

Account Number: **R0437639**
Account Type: **Industrial**
Actual Value: **\$1,189,890.00**
Tax Rate: **8.6394%**
Legal Description: **LOT A2-12 PARKER**
TECH CENTER AMD 2 1.419 AM/L
Township & Range: **T6S & R66W**
Section: **15**

[Assessment Details](#)
[Property Tax Details](#)

Unit 105 is the far east bay in the building located at 10505 S. Progress Way



0 100 200ft

DC GIS Services

REVIEWS

Carolyn Parkinson	COMPLETENESS REVIEW
Missing documents. Application, Exhibits C and D Title work or lease agreement (Redacted is acceptable) Legal Description Vicinity map	
10/5/2017 9:27:43 AM	

Carolyn Parkinson	COMPLETENESS REVIEW
Documents provided	
10/10/2017 9:56:44 AM	

Donna George	Public Service Company of Colorado 20
No apparent conflict. Should the project require any new gas service or modification to existing facilities, the property owner/developer/contractor must complete the application process via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start,_stop,_transfer/new_construction_service_activation_for_builders).	
10/10/2017 10:18:44 AM	

Randy Capra	FIRE LIFE SAFETY 20
The applicant shall include all mechanical and life safety documentation, combined as a single pdf, into the plan set when submitting for the building permit should this zoning request be approved.	
10/13/2017 9:59:19 AM	

Randy Sale	Building 20
This space may require a minor building permit do the change in occupancy or possible change of use. Please notify the Building Division prior to occupying the space to determine if permits will be required in accordance with the current adopted codes. Verification of existing systems such as, fire suppression, fire alarm, mechanical, accessibility etc... are a few issues that will be discussed. A few of these documents have been addressed with this submittal.	
Thank you, Randy Sale.	
10/30/2017 6:03:22 PM	

Carolyn Parkinson	USE BY SPECIAL REVIEW 20
Scheduled for public hearing	
11/7/2017 10:21:42 AM	



Request for Town Council Action

Date: December 11, 2017

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **SULPHUR SUBSTATION & TRANSMISSION RIGHT-OF-WAY 1ST AMENDMENT LOT 2 BLOCK 1 – Use by Special Review**

Applicant: Larry Claxton, Xcel Energy

Location: Northeast Corner of Motsenbocker Road and Todd Drive

Department: Community Development, Paul Workman

TRAKiT: Z17-012

EXECUTIVE SUMMARY

The application is for a Use by Special Review to build a 125-foot tall tower with a noncommercial wireless facility as a part of the Xcel/Public Service Company's (PSCo's) power grid communications system. The facility will be located within the existing Sulphur Substation at the northeast corner of Motsenbocker Road and Todd Drive. The purpose of the equipment is to improve service and respond to grid changes quickly by using electronic communication.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property is currently developed as an electrical substation that is part of PSCo's power transmission corridor through Parker. The proposed wireless communications facility is one of many that PSCo, operating as Xcel Energy, is installing throughout the Denver metropolitan region as part of its new Field Area Network (FAN). The proposed tower is the first step to provide PSCo's new grid called the "Advanced Grid." The Advanced Grid is designed to allow PSCo to shorten and better manage outages.

On November 30, 2017, the Planning Commission recommended Town Council approve the Use by Special Review request.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Planning Commission Staff Report
2. Applicant Narrative
3. Appendix A - Site Plan
4. Appendix B - Monopole Structure
5. Appendix C - Antenna Specs
6. Appendix D - Feasibility Study
7. Appendix E - PSCo Co-location Policy
8. Appendix F - Photosimulation

RECOMMENDED MOTION

I move that the Town Council approve the Use by Special Review, subject to the following seven (7) conditions:

1. Within 30 days of approval, the applicant shall provide a landscape plan that shows compliance with the previously approved landscape plan and staff shall have the ability to require the installation of additional landscaping including evergreen trees for screening of adjacent properties and streets in coordination with the applicant. All landscaping shall be installed prior to project completion.
2. The location for the proposed monopole and accessory equipment shall be located in accordance with the provided site plan.
3. The height of the monopole shall not exceed 125 feet.
4. The approval is granted for a noncommercial monopole. Any future co-locations on the monopole for commercial wireless communication facilities must obtain approval through the process outlined in the Town's Land Development Ordinance in effect at that time.
5. Prior to construction, the applicant must submit approval from the Federal Aviation Administration for the height of the structure.
6. Prior to construction, the applicant must submit approval from the Federal Communication Commission.
7. Any additional changes to the previously approved Site Plan will need to receive approval in accordance with the Town's Land Development Ordinance in effect at that time.



Planning Commission Staff Report

Planning Commission Date: 11/30/2017

Town Council Date: 12/11/2017

Hearing Type: Public Hearing
Z17-012 SULPHUR SUBSTATION &
TRANSMISSION RIGHT-OF-WAY 1ST
AMENDMENT LOT 2 BLOCK 1 – Use by Special
Review

Location: Northeast corner of Motsenbocker Road and Todd
Drive

Project Planner: Paul Workman, Senior Planner

Applicant: Larry Claxton, Public Service Company of Colorado
(PSCo)

Executive Summary: This is a Use by Special Review to build a 125-foot-tall
tower with a non-commercial wireless facility as a part
of the PSCo power grid communications system. The
facility will be located within the existing Sulphur
Gulch Substation.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move that the Planning Commission recommend that Town Council approve the Use by Special Review, subject to the following seven (7) conditions:”

- 1. At the time of building permit submittal, the applicant shall provide a landscape plan that shows compliance with the previously approved landscape plan and staff shall have the ability to require the installation of additional evergreen trees in coordination with the applicant.*
- 2. The location for the proposed monopole and accessory equipment shall be located in accordance with the provided site plan.*
- 3. The height of the monopole shall not exceed 125-feet in height.*
- 4. The approval is granted for a non-commercial monopole. Any future co-locations on the monopole for commercial wireless communication facilities must obtain approval through the process outlined in the Town’s Land Development Ordinance in effect at that time.*

5. *At the time of building permit submittal, the applicant must submit approval from the Federal Aviation Administration for the height of the structure.*
6. *At the time of building permit submittal, the applicant must submit approval from the Federal Communication Commission.*
7. *Any additional changes to the previously approved Site Plan will need to receive approval in accordance with the Town's Land Development Ordinance in effect at that time.*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Use by Special Review."

"I move that the Planning Commission recommend that Town Council deny the Use by Special Review as the request does not meet the following approval criteria:"

-List criteria not met

"I move that the Planning Commission vote to continue the Use by Special Review to a future date."

I. BACKGROUND/DISCUSSION

The subject property is shown below and is currently developed as a substation for the distribution of electricity. The requested antenna array is one of many that PSCo, also known as Xcel Energy, is installing throughout the Denver metropolitan area and will comprise PSCo's new Field Area Network (FAN). The proposed tower is the first step to provide PSCo's new intelligent, integrated grid called the Advanced Grid that brings greater value to the experience of PSCo's customers. The Advanced Grid is designed to provide faster, more efficient service which will allow PSCo to shorten and better manage outages by connecting the electric grid with new energy devices and technologies. The network uses multiple layers of secure radio networks to provide wireless coverage across PSCo's electric grid. Intelligent devices installed on the grid connect to the wireless network and send information about current grid conditions to PSCo's control centers. In turn, the control centers can respond to changing grid conditions by sending commands to intelligent, integrated field devices.



II. PRIOR ACTIONS

Date	Action
2003	Town Council approved the Annexation, Zoning, Minor Development Plat, and Use by Special Review allowing for the existing substation.
2006	The original Minor Development Plat was amended to create the current lot boundaries of the subject property.

CURRENT SITE DATA

Existing Zoning	PF - Public Facilities District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Medium Density Residential		
Site Acreage	19.1 +/- acres		
Subdivision	Sulphur Substation & Transmission Right-of-Way 1 st Amendment		
Existing Use	PSCo Substation		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Overlook at Cherry Creek Single-Family Home Development
South	Medium Density Residential	Douglas County Zoning – Agricultural	Single-Family Home
East	Medium Density Residential	Douglas County Zoning - Agricultural	Single-Family Home
West	Medium Density Residential	PD - Planned Development	Olde Town Single-Family Home Development

III. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent (see Approval Criteria #7) ☐ Inconsistent
Master Plan Character Discussion	Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	<u>Public Services and Facilities 1.I</u>
Inconsistent Goals/Strategies	None
Staff Analysis	Staff has determined that the request is consistent with Chapter 11 of the Town Master Plan to keep pace with the demand of growth in the area for utilities and communication technologies. Additionally, the request minimizes the aesthetic impact as it is located within an existing substation.

IV. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	N/A
Policies/Guidelines/Strategies	N/A
Consistency Review	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	There are no other master planning documents that are relevant for this request.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (UbsR)			
Provisions	Required	Proposed	Analysis
Setbacks	Shall be determined during site plan review. A minimum of 25 feet is required when adjacent to a residential district.	Front – 308 feet Side – 480 feet Rear – 1,020 feet Corner – 108 feet	☒ Consistent ☐ Inconsistent ☐ N/A
Density	The request is for non-residential development	The request is for non-residential development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Shall be determined during site plan review.	125-feet is necessary based on the applicant's analysis provided in their feasibility study.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	19.1+/- acres	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	None	The site is currently developed as an electric substation with a variety of structures and distribution towers.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The site is developed in accordance with the approved Use by Special Review and Site Plan. Staff is also proposing a condition that the need for additional landscaping be determined at the time of building permit.	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050	The proposed development is not required to provide off-street parking as it is not open to the public.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The submitted Use by Special Review application has been reviewed against the standards outlined above. Staff has determined that the submittal meets the applicable criteria.		

VI. DESIGN REVIEW

The requested equipment is located in an existing electrical substation where towers are approved for up to 150-feet in height. The proposed monopole is as small in circumference as is necessary to support the attached equipment in an attempt to limit its visibility. Additionally, the monopole will be a color to complement the existing towers.



VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property is not open to the public, but does have access from the southeast corner of the property as well as on the west side of the property. These access points are used by PSCo personnel for maintenance purposes and could be used by emergency responders if necessary. The access to the property was approved with the original approvals in 2003.

VIII. APPROVAL CRITERIA

Title 13.04.205.h. Criteria for approval for Uses Permitted by Special Review – Public Utilities:

1. Whether the public utility is compatible with the surrounding area.

Applicant's Response:

The Project is located within the fenced substation yard and is compatible with the substation use and existing and approved future substation and transmission facilities.

Staff Analysis:

The proposed location for the equipment is within an existing substation yard with similar utility structures, which minimizes the visual impact to the surrounding area. Additionally, there is a large utility corridor in this area that is similar to the proposed structure.

Based upon this analysis, staff has determined that this request is compatible with the surrounding area and has met this criterion.

2. Whether the public utility is in harmony with the character of the surrounding area.

Applicant's Response:

As shown in the photo simulation included as Appendix F, the Project monopole is harmonious with the existing and approved future tall transmission structures and substation facilities. The Project is also in harmony with the character of the surrounding area by assuring the public benefits from improved electric and gas reliability and outage response.

Staff Analysis:

The character of the subject property is to provide regional electrical services. The proposed equipment will allow for PSCo to provide an increased level of service. The context of the immediate area of the property is a mix of low-density residential located within the Town, rural residential located in unincorporated Douglas County and a large utility corridor for electrical distribution.

Based on this analysis, staff has determined that this request is in harmony with the character of the subject property and the immediate area and has met this criterion.

3. The effect of the public utility upon the immediate area.

Applicant's Response:

The Project would be located within the existing fenced substation yard, which benefits the community by placing the Project monopole within the existing substation and transmission line setting that has existing and recently approved tall facilities.

Staff Analysis:

The proposed equipment will be located within an existing electrical distribution facility with existing tall structures. The intent of the request is to increase service which will have a positive effect on the electrical distribution system.

Based on this analysis, staff has determined that this request will have a positive effect upon electrical service and has met this criterion.

4. The effect of the public utility upon future development of the area.

Applicant's Response:

The Project would assure improved electric and gas distribution reliability for existing and future development, while having minimal visual or physical impacts to the future development of the area.

Staff Analysis:

The proposed equipment will have a positive effect on future development by providing an increased level of service and mitigating future outages in a faster manner.

Based on this analysis, staff has determined that this request will have a positive effect on PSCO's ability to provide services and has met this criterion.

5. Whether the proposed height limitations, setbacks, lot area and open space are sufficient to mitigate the impacts of the proposed Use by Special Review on the surrounding area.

Applicant's Response:

The Project height is determined by the Feasibility Study included as Appendix D. Section 13.04.160 of the Code states that setbacks, building heights and other development criteria shall be determined during the site plan review scheduled before the Planning Commission. The Project monopole is set back a distance greater than its height. No open space is proposed, since the Project is located within the existing fenced substation yard.

Staff Analysis:

The proposal includes a request to construct a 125-foot monopole with associated antennae to allow PSCo to read meters electronically and better manage outages. The project is being proposed on an existing substation site that is roughly 19.1+/- acres in size. Due to the size and configuration of the site, the new equipment is proposed to be located on the interior of the subject property so that the monopole is setback in excess of the height of the structure, but there is still enough space to safely separate the requested equipment from existing equipment.

Based on this analysis, staff has determined that the requested height, setbacks, lot area and open space are sufficient to mitigate any impacts on the surrounding area. The request has met this criterion.

6. Whether land surrounding the public utility can be planned in coordination with the public utility.

Applicant's Response:

The planning of the surrounding land would not be impacted by the Project, since it is located within the existing fenced substation yard.

Staff Analysis:

Due to the location of the proposed equipment on the interior of the site, the proposed equipment will have no impact related to the physical planning for the surrounding area. However, due to increased levels of service with the new equipment, PSCo will be better able to accommodate and service future development.

Based on this analysis, staff has determined that this request will have no impact to physical planning for the area and will improve PSCo's ability to accommodate future development. The request has met this criterion.

7. The public utility is in conformity with the Master Plan.

Applicant's Response:

The opening paragraph of the Public Services and Facilities section of the Town's Master Plan discusses that "Public services and facilities represent the public's investment in the design, development and delivery of services and programs to the community." It goes on to state that "These complex systems are necessary to maintain and support the high quality of life that our residents expect." The Project fully meets these expectations by assuring the community that PSCo continues to maintain high quality electric and gas service by implementing programs such as the FAN Program to improve efficiencies and provide quicker outage responses.

Furthermore, the Project is in conformance with the Master Plan's Public Services and Facilities Goal and Strategy 1.I. – Other Utilities and Communication. This goal/strategy attempts to "minimize the aesthetic and environmental impacts of transmission and distribution systems and facilities." The Project's location with the existing substation yard effectively minimizes the aesthetic and environmental impacts to the community.

Staff Analysis:

As noted in Section IV of this staff report, the request is consistent with the Town Master Plan. Goal 1.I within Chapter 11 of the Town Master Plan (Public Services and Facilities) states; "*Keep pace with demand and anticipated needs related to utilities and communication technologies*" and "*Minimize the aesthetic and environmental impacts of transmission and distribution systems and facilities*". The requested equipment will help PSCo keep pace with demand and anticipated needs and the location of the equipment within an existing substation will cluster these sorts of structures and minimize the aesthetic impact to the community.

The specific identification as Medium Density Residential is not inconsistent with the proposal as the request will help improve services to existing medium density residential development and help foster future medium density residential development as identified on the General Land Use Plan.

Based on this analysis, staff has determined that the request conforms to the Town's Master Plan and the request has met this criterion.

8. Whether the existing and proposed streets are adequate to carry anticipated traffic in the vicinity of the public utility.

Applicant's Response:

The Project would not increase the existing traffic in the vicinity.

Staff Analysis:

The requested equipment will not generate any additional traffic. Based on this analysis, staff has determined that the request meets this criterion.

9. Whether adequate open space and visual corridors are preserved.

Applicant's Response:

The Project would be located amongst existing and approved future transmission structures, which assure the existing visual corridors would be preserved.

Existing and future open space would not be impacted, due to the Project's location within the existing substation yard.

Staff Analysis:

The subject property is large enough to accommodate the requested equipment and maintain adequate open space and landscaping. Based on this analysis, staff has determined that the request meets this criterion.

10. Whether the public utility fosters a desirable and stable environment.

Applicant's Response:

The Project would not impact a desirable and stable environment.

Staff Analysis:

The proposed equipment will have no impact on the environment. Based on this analysis, staff has determined that the request meets this criterion.

11. Whether the public utility makes possible the innovative and efficient use of the subject property.

Applicant's Response:

The Project is wholly located within the existing substation yard, thus assuring the efficient use of the subject property.

Staff Analysis:

The proposed equipment will help facilitate an innovative and new technology that will allow PSCO to better manage outages. Based on this analysis, staff has determined that the request meets this criterion.

12. The public utility would exacerbate a natural hazard.

Applicant's Response:

The Project would not be located within a natural hazard area and does not cause a natural hazard condition, due to its location within the substation fence and minimal grading needs.

Staff Analysis:

The request poses no threat to exacerbating a natural hazard. Based on this analysis, staff has determined that the request meets this criterion.

13. Whether there are reasonably available and economically feasible alternatives for the public utility.

Applicant's Response:

The exact location and height of this Project is strategic to the overall FAN Program. PSCO evaluated the use of existing transmission or distribution structures but determined they are not feasible because of safety concerns and insufficient elevations for signal coverage. Placement of the antennas below the energized conductors of the transmission and distribution structures would not provide adequate antenna elevations for the necessary signal coverage.

Furthermore, the substation property provides the opportunity to place the monopole within an existing secured substation and 135-foot tall transmission line setting on property owned by PSCO, which also contains a connection to PSCO's communication backbone system. The placement of the Project at other nearby locations would require a potentially similar 125-foot tall structure in a setting potentially less compatible and on property likely not owned by PSCO. Furthermore, the communication lines would have to connect the structure with the communication backbone located at the Sulphur Substation. For these reasons, this substation site is the preferred location for the Project.

Within the substation yard, there are many overhead and buried lines that substantially limit where the Project monopole and H-frame can be placed. Each of these lines has certain clearance requirements for maintenance purposes and to prevent flashover, which is a sudden electric arc that could cause outages, destruction of facilities and poses a risk to human health and safety. Adding to the challenge of the site selection within the substation yard is that the communication and power lines connecting the antennas to the existing sources must provide a path that does not cross any buried facilities.

Staff Analysis:

The applicant has provided analysis that supports the proposed equipment at the proposed location and at the proposed height. Alternative locations or heights would limit PSCo's ability to meet the needs of their customers.

Based on this analysis, staff has determined that alternative locations would not provide the best services available for the community. The request has met this criterion.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Fire Life Safety	No Comment
Centennial Airport	Advisory Comments
Parker Water and Sanitation District	Approved
Building Division	No Comment
Xcel	No Comment
IREA	No Comment
CenturyLink	No Comment

X. CONCLUSION

Based on the analysis contained in this staff report and the comments provided by the referral agencies above, staff has determined that the request meets the approval criteria for a Use by Special Review – Public Utility, subject to the recommended conditions.

XI. RECOMMENDED CONDITIONS

1. At the time of building permit submittal, the applicant shall provide a landscape plan that shows compliance with the previously approved landscape plan and staff shall have the ability to require the installation of additional evergreen trees in coordination with the applicant.
2. The location for the proposed monopole and accessory equipment shall be located in accordance with the provided site plan.
3. The height of the monopole shall not exceed 125-feet in height.
4. The approval is granted for a non-commercial monopole. Any future co-locations on the monopole for commercial wireless communication facilities must obtain approval through the process outlined in the Town's Land Development Ordinance in effect at that time.
5. At the time of building permit submittal, the applicant must submit approval from the Federal Aviation Administration for the height of the structure.
6. At the time of building permit submittal, the applicant must submit approval from the Federal Communication Commission.
7. Any additional changes to the previously approved Site Plan will need to receive approval in accordance with the Town's Land Development Ordinance in effect at that time.

XII. ATTACHMENTS

1. Applicant's Narrative
2. Site Plan
3. Monopole Structure Drawing
4. Antenna Specifications
5. Feasibility Study
6. PSCO Communication Attachment Policy
7. Photo-simulation

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

PUBLIC SERVICE COMPANY OF COLORADO

SULPHUR SUBSTATION FIELD AREA NETWORK PROJECT

REVISED USR APPLICATION NARRATIVE

Date: August 23, 2017

Project Title: Sulphur Substation Field Area Network Project

Applicant: Public Service Company of Colorado

Project Address: 11402 Motsenbocker Road Parker, Parker, CO

1.0 Description of Development and Key Components

Public Service Company of Colorado is proposing the Sulphur Substation Field Area Network Project (Project), at its 19.145-acre Sulphur Substation located at 11402 Motsenbocker Road in the Town of Parker, see **Figure 1**. The Project involves the installation of three noncommercial wireless communication antennas on top of a new monopole located within the secured substation yard. This antenna array is one of many that PSCo is installing throughout the Denver Metropolitan Area and together they will comprise PSCo's new Field Area Network (FAN).

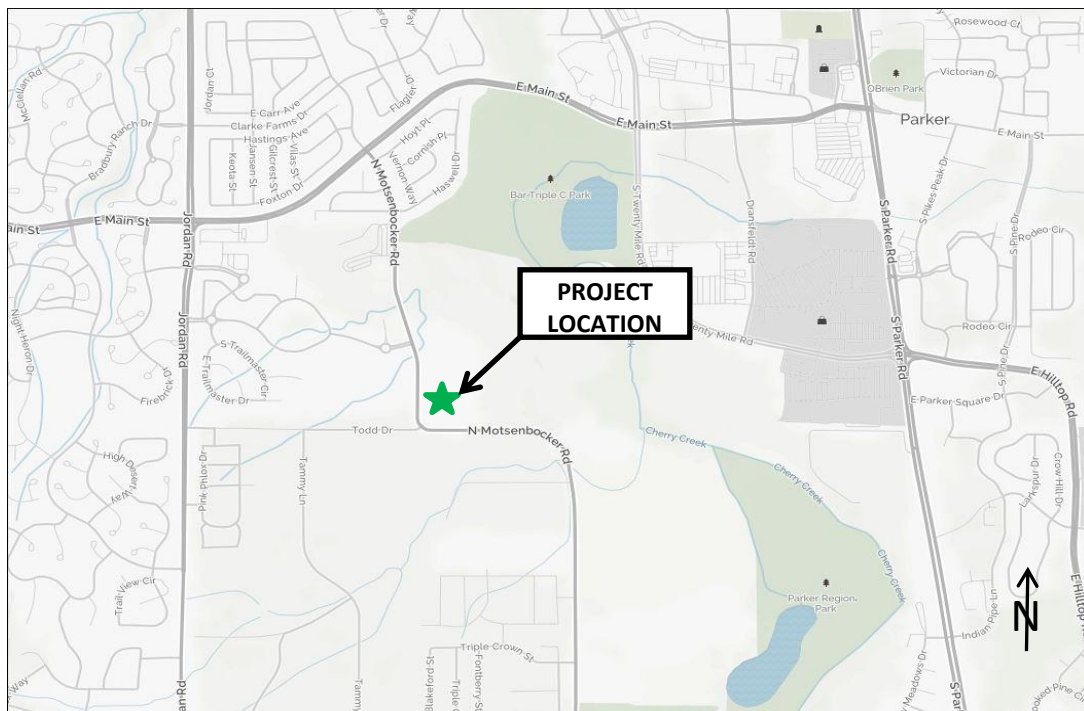


Figure 1 – Vicinity Map

The 29” tall antennas would be placed atop a new 120-foot tall single steel monopole that would be located within the secured substation approximately 180 feet from the west and 308 feet from the south substation property lines, see **Appendix A**. A 5-foot tall lightning rod would be mounted on top of the monopole for an overall height of 125 feet, similar to the drawing included as **Appendix B**. More specific information on the antenna is included as **Appendix C**. Wires would connect the antennas with equipment mounted to a new approximately seven-foot tall by seven-foot wide structure that would be placed near the base of the monopole and within the secured substation yard. The equipment located near the base of the monopole would then be connected by buried power and communication lines to the substation’s electric equipment enclosure (EEE). The equipment inside the substation can reach 62 feet in height and the adjacent transmission structures reach 135 feet in height, see **Figure 2**. The Project monopole height is needed to clear radio signal obstructions caused by the surrounding topography, development and vegetation, see the Feasibility Study included as **Appendix D**.

Construction of the Project is targeted for 2017 and will take approximately three weeks to complete.



Figure 2 – View of Sulphur Substation, Looking Northeasterly

The purpose of the FAN is to provide the first step and key component to PSCo’s new intelligent, integrated grid called the Advanced Grid that brings greater value to the experience of PSCo’s customers. The Advanced Grid meets the needs of the customers by providing faster, more efficient service and shorter, better-managed outages by connecting the electric grid with new energy devices and technologies. The FAN uses multiple layers of secure radio networks to provide wireless coverage across PSCo’s electric grid. Intelligent devices installed on the grid connect to the wireless network and send information about current grid conditions to PSCo’s

control centers. In turn, the control centers can respond to changing grid conditions by sending commands to intelligent, integrated field devices.

2.0 Zoning and Adjacent Properties

2.1 Substation Parcel

The Sulphur Substation property is zoned Public Facility, see **Figure 3**.

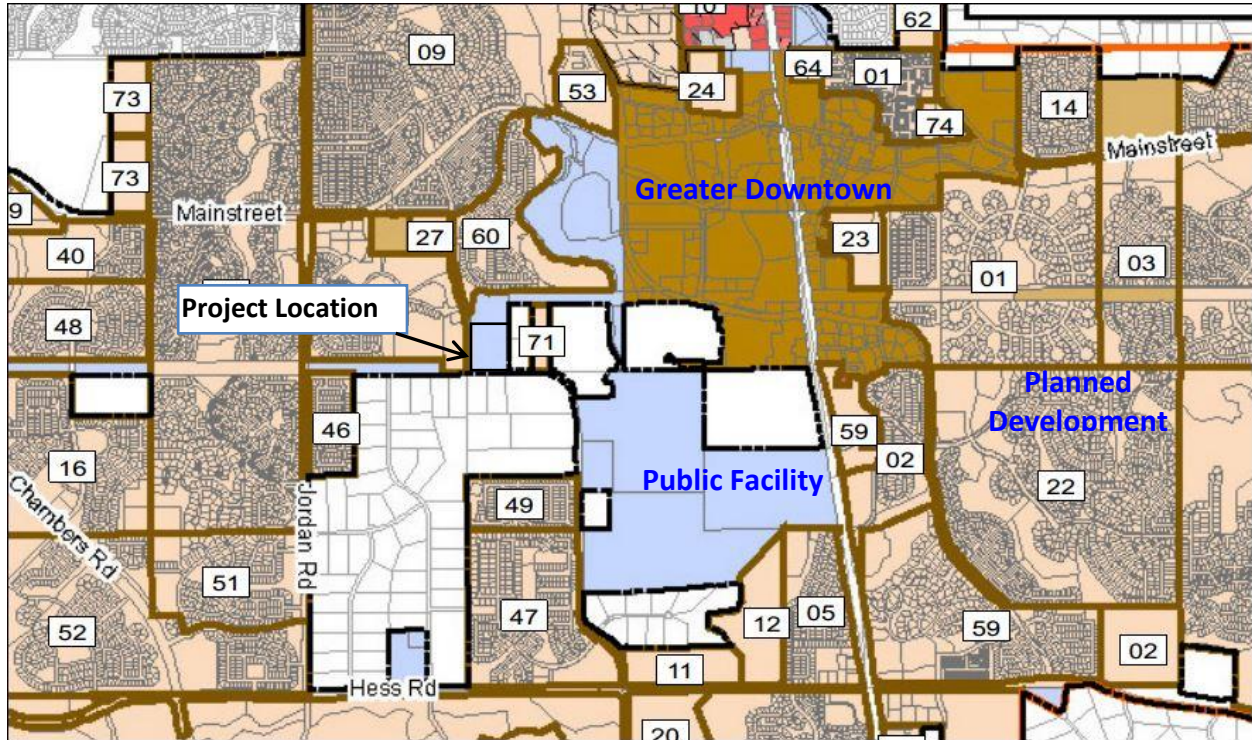


Figure 3 – Adjoining Properties Zoning Classifications

2.2 Adjoining Properties

As shown on **Figure 3**, the properties surrounding the substation parcel are as follows:

- The land use of the property north of the Project consists of a residential area named Bar CCC Park that is currently being developed and is zoned Public Facility.
- The property to the east is in unincorporated Douglas County and zoned A-1 (Agricultural One). There are two residences on the property.
- To the south, the property is in unincorporated Douglas County and zoned A-1. There is one residence southwest of the Project.
- The property to the west, across from the adjoining Motsenbocker Road, is zoned Planned Development – Olde Town 1st Amendment. The property is currently undeveloped immediately west of Motsenbocker Road and developed with residences approximately 400 feet west of Motsenbocker Road.

- 2.3 Federal Communication Commission Compliance – The Project is subject to the Federal Communication Commission (FCC) oversight and approval and must meet all FCC compliance requirements, such as band width and frequency.
- 2.4 Federal Aviation Administration – The Project is undergoing review by the Federal Aviation Administration (FAA) and construction would not commence until FAA approval is received.

3.0 Alternatives

The exact location and height of this Project is strategic to the overall FAN Program. PSCo evaluated the use of existing transmission or distribution structures but determined they are not feasible because of safety concerns and insufficient elevations for signal coverage. Information on PSCo's policy related to placement on communication facilities is included as **Appendix E**. Placement of the antennas below the energized conductors of the transmission and distribution structures would not provide adequate antenna elevations for the necessary signal coverage.

Furthermore, the substation property provides the opportunity to place the monopole within an existing secured substation and 135-foot tall transmission line setting on property owned by PSCo, which also contains a connection to PSCo's communication backbone system. The placement of the Project at other nearby locations would require a potentially similar 125-foot tall structure in a setting potentially less compatible and on property likely not owned by PSCo. Furthermore, the communication lines would have to connect the structure with the communication backbone located at the Sulphur Substation. For these reasons, this substation site is the preferred location for the Project.

Within the substation yard, there are many overhead and buried lines that substantially limit where the Project monopole and H-frame can be placed. Each of these lines has certain clearance requirements for maintenance purposes and to prevent flashover, which is a sudden electric arc that could cause outages, destruction of facilities and poses a risk to human health and safety. Adding to the challenge of the site selection within the substation yard is that the communication and power lines connecting the antennas to the existing sources within the EEE must provide a path that does not cross any buried facilities.

4.0 Pre-Application Meeting and Town Comments– A pre-application meeting was held on April 10, 2017 to discuss the Project. The Town of Parker (Town) determined that the Project would require a Use by Special Review – public utilities authorization (USR), per Section 13.04.205 of the Town's Municipal Code (Code). This narrative was prepared to reflect the applicable sections for the Project.

The Town also required PSCo to contact the adjoining property owners to the east, south and west. Informational letters were sent to the property owners to the east and south on June 6, 2017 and as of August 22, 2017, no comments have been received. The Olde Town Metro

District manages the property to the west and was contacted on May 24, 2017. The District did not have any concerns with the Project.

The Town also provided comments to PSCo's USR application in a memorandum dated July 24, 2017. This revised narrative reflects the comments identified in the memorandum. Comments to outside referral agencies are as follows:

- Centennial Airport 20 – Section 2.4 was added to the narrative to clarify that the Project is undergoing Federal Aviation Administration review.
- CenturyLink Communications – PSCo acknowledges that CenturyLink has no comments.
- Comcast – PSCo acknowledges that Comcast has no comments.
- Fire Life Safety – PSCo acknowledges that Fire Life Safety has no comments.
- IREA – PSCo acknowledges that IREA has no comments.
- Parker Water and Sanitation District – PSCo acknowledges that the District approves the Project application.
- Public Service Company of Colorado – PSCo acknowledges that PSCo has no comments.
- Use by Special Review PW – PSCo acknowledges that this agency has no comments.
- Cherry Creek Highlands Homeowner's Association – PSCo acknowledges that the Association did not provide comments.
- Olde Towne Metro District – PSCo acknowledges that the District did not provide comments.

5.0 Section 13.04.205 – Use by Special Review – Public Utilities - Section 13.04.205 discusses the intent and other information pertinent to proposed public utilities projects. Specifically, Sections 13.04.205(e), 13.04.205(f) and 13.04.205(h) outline certain requirements for the USR and are more specifically addressed below.

13.04.205(e) – Public Utilities – Required Submittals

(1) If the public utility is proposed to be located on residentially zoned property, information and evidence to support the requirements of this Section:

Not applicable - The Project is located on property zoned Public Facility

(2) A site plan which shall include the following:

- a. Title – Included*
- b. North arrow – Included*
- c. Scale, not less than one (1) inch equals two hundred (200) feet - Included*
- d. Proposed building envelopes indicating setback distances – Included, there is no building envelope associated with the Project.*

- e. *Statistical site data, including floor area ratio, site coverage and impervious surface ratio* – Not included. There is no floor area ratio. the Project is located within an existing developed substation and the impervious area of 15.9 square feet is minimal compared to the 19.145-acre substation.
- f. *Physical description of the site* – Not included and discussed in the narrative above. The Project is located within the existing developed substation.
- g. *Areas to be paved for parking, indicating number of parking spaces* – The Project will not require additional parking already located at the substation.
- h. *Building elevations* - The monopole elevation is included as **Appendix B**.
- i. *Location of any other above-ground features such as fencing or trash enclosures* - Included
- j. *Location of all wetlands areas located on the property* – There are no wetlands located on the substation property.
- k. *Location and size of all walls, fences and screen plantings* – The existing substation fence is shown and no additional landscaping is proposed.
- l. *Location, size, height and orientation of all signs* – No signs are proposed for the Project.
- m. *All curb cuts, driving lanes, loading areas, parking areas and public transportation points* – The Project does not affect the existing curb cuts, driving lanes, loading areas, parking areas and public transportation points already approved for the existing substation.
- n. *Location of open space* - No open space is proposed for the Project.

(3) *Drainage Analysis*

Not included – The Project is located within the fenced substation yard and does not change the existing drainage pattern.

(4) *Traffic Impact Analysis*

Not included – The Project will not increase the existing traffic volume or pattern.

(5) *Street and Drainage Plans*

Not included – The Project is located within the fenced substation yard and does not impact the existing street and drainage patterns.

(6) Development plans showing proposed land uses

See the Site Plan included as **Appendix A** of this narrative.

(7) Development plans showing proposed height limitations, setbacks, lot area and proposed open space.

Per Section 13.04.160 of the Code states that setbacks, building heights and other development criteria shall be determined during the site plan review scheduled before the Planning Commission.

(8) Detailed landscaping plans indicating the proposed location, size and species of all living plant material to be installed upon the site, and schematic drawings of all walls, fences and decorative nonliving landscape features.

No landscaping is proposed for the Project. The Project monopole blends with the existing substation features and benefits from the existing substation landscaping.

(9) Lighting plan showing type and location of all exterior lighting fixtures;

The Project requires no lighting.

(10) Site sections sufficient to indicate the major site profiles, presented on the same scale as the site plan;

The Project monopole profile is included as **Appendix B**. The transmission structures located within and near the substation reach up to 135 feet tall and future structures will reach approximately 125 feet tall, see the Site Plan included as **Appendix A**.

(11) Statement regarding anticipated noise emissions from the proposed use and plans for mitigating noise;

The Project will not emit any noticeable noise.

(12) Other alternatives considered by the applicant

The alternatives considered for the Project are included as Section 3.0 of this narrative.

Section 13.04.205(f) – Public Utilities - Screening

All public utilities shall be adequately screened and buffered with landscaping, fencing or walls, or any combination thereof; shall be placed underground; or shall be enclosed in a structure in

such a manner as to blend and complement the character of the surrounding area, which structure shall be well-landscaped. All wires and cables other than long-distance transmission wires shall be placed underground

No landscaping is proposed for the Project. The Project monopole blends with the existing 62-foot tall substation features and 135-foot tall transmission structures and benefits from the existing substation landscaping. A photosimulation of the Project, including the approved future Pawnee – Daniel’s Park 230kv transmission line structures is included as **Appendix F**.

Section 13.04.205(h) – Public Utilities – Criteria for Review

(1) Whether the public utility is compatible with the surrounding area;

The Project is located within the fenced substation yard and is compatible with the substation use and existing and approved future substation and transmission facilities.

(2) Whether the public utility is in harmony with the character of the surrounding area;

As shown in the photosimulation included as **Appendix F**, the Project monopole is harmonious with the existing and approved future tall transmission structures and substation facilities. The Project is also in harmony with the character of the surrounding area by assuring the public benefits from improved electric and gas reliability and outage response.

(3) The effect of the public utility upon the immediate area;

The Project would be located within the existing fenced substation yard, which benefits the community by placing the Project monopole within the existing substation and transmission line setting that has existing and recently approved tall facilities.

(4) The effect of the public utility upon the future development of the area;

The Project would assure improved electric and gas distribution reliability for existing and future development, while having minimal visual or physical impacts to the future development of the area.

(5) Whether the proposed height limitations, setbacks, lot area, and open space are sufficient to mitigate the impacts of the proposed use by special review on the surrounding area;

The Project height is determined by the Feasibility Study included as **Appendix D**. Per Section 13.04.160 of the Code states that setbacks, building heights and other development criteria shall be determined during the site plan review scheduled before the Planning Commission. The Project monopole is set back a distance greater than its

height. No open space is proposed, since the Project is located within the existing fenced substation yard.

(6) Whether land surrounding the public utility can be planned in coordination with the public utility;

The planning of the surrounding land would not be impacted by the Project, since it is located within the existing fenced substation yard.

(7) Whether the public utility is in conformity with the master plan;

The opening paragraph of the Public Services and Facilities section of the Town's Master Plan discusses that "Public services and facilities represent the public's investment in the design, development and delivery of services and programs to the community." It goes on to state that "These complex systems are necessary to maintain and support the high quality of life that our residents expect." The Project fully meets these expectations by assuring the community that PSCo continues to maintain high quality electric and gas service by implementing programs such as the FAN Program to improve efficiencies and provide quicker outage responses.

Furthermore, the Project is in conformance with the Master Plan's Public Services and Facilities Goal and Strategy 1.I. – Other Utilities and Communication. This goal/strategy attempts to "minimize the aesthetic and environmental impacts of transmission and distribution systems and facilities." The Project's location with the existing substation yard effectively minimizes the aesthetic and environmental impacts to the community.

(8) Whether the existing and proposed streets are adequate to carry anticipated traffic in the vicinity of the public utility;

The Project would not increase the existing traffic in the vicinity.

(9) Whether adequate open space and visual corridors are preserved;

The Project would be located amongst existing and approved future transmission structures, which assure the existing visual corridors would be preserved. Existing and future open space would not be impacted, due to the Project's location within the existing substation yard.

(10) Whether the public utility fosters a desirable and stable environment;

The Project would not impact a desirable and stable environment.

(11) Whether the public utility makes possible the innovative and efficient use of the subject property;

The Project is wholly located within the existing substation yard, thus assuring the efficient use of the subject property.

(12) Whether the public utility would exacerbate a natural hazard; and

The Project would not be located within a natural hazard area and does not cause a natural hazard condition, due to its location within the substation fence and minimal grading needs.

(13) Whether there are reasonable available and economically feasible alternatives for the public utility.

The Project alternatives are discussed in Section 3.0 of this narrative.

6.0 Conclusion

PSCo strives to maintain safe, reliable electric service to its customers. The installation of the Project supports PSCo's new intelligent, integrated grid that will provide customers with faster, more efficient service and shorter, better-managed outages. The Project meets all of the criteria identified in Section 13.04.205 of the Code and approving the USR application will assure the community benefits from this important FAN Program.

7.0 Appendices

- A. Site Plan
- B. Monopole Structure Drawing
- C. Antenna Specifications
- D. Feasibility Study
- E. PSCo Policy Memorandum
- F. Photosimulation

Appendix A – Site Plan

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Appendix B – Monopole Structure Drawing

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Appendix C – Antenna Specifications

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Appendix D – Feasibility Study

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Appendix E – PSCo Policy Memorandum

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Appendix F – Photosimulation

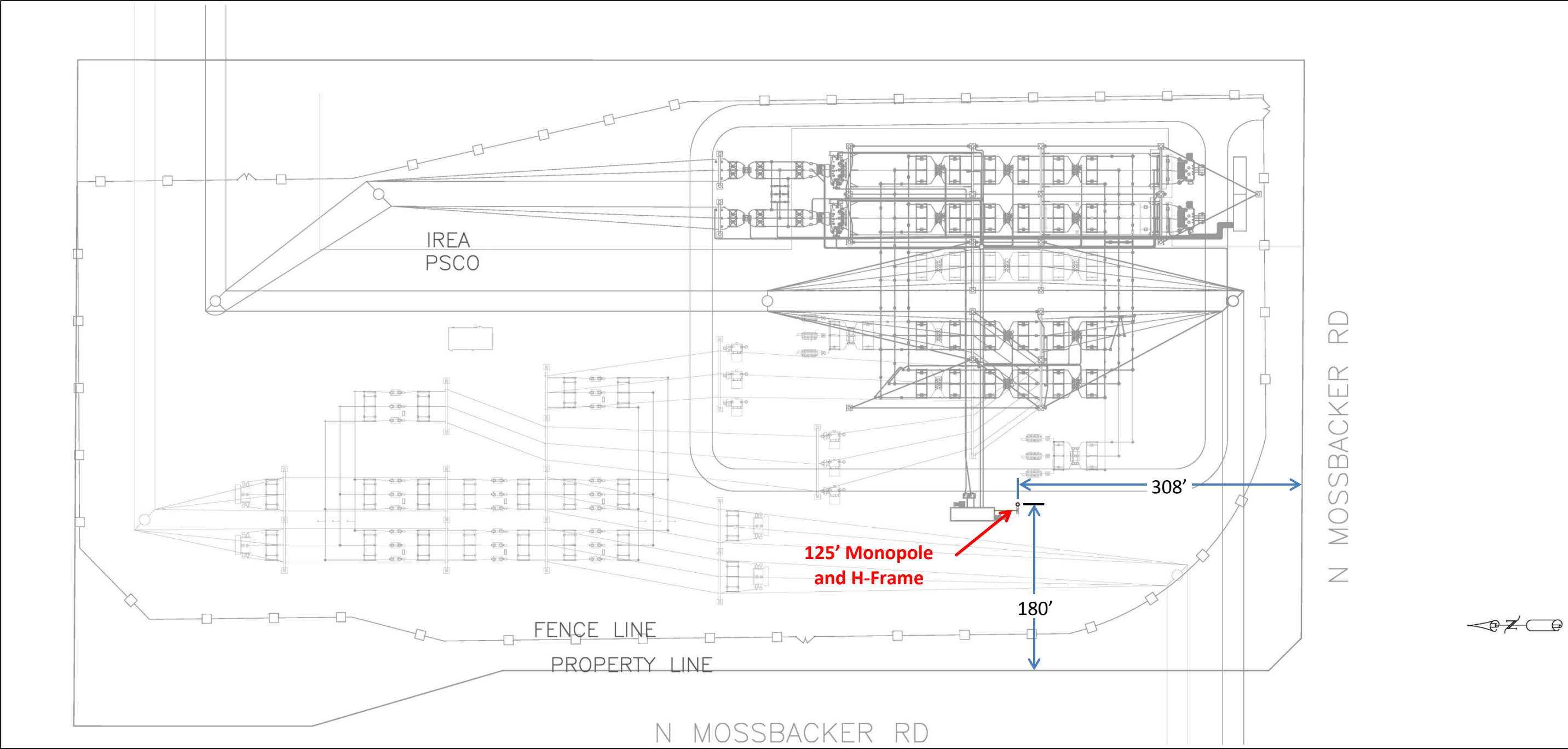
PUBLIC SERVICE COMPANY OF COLORADO
SULPHUR SUBSTATION

APPENDIX A

LOCATED IN SE1/4 OF SECTION 21, T6S, R66W
CITY OF PARKER, STATE OF COLORADO
SITE PLAN EXHIBIT



VICINITY MAP NOT TO SCALE



NOTE: THE INFORMATION CONVEYED BY THESE DRAWINGS
IS FOR REFERENCE PURPOSES ONLY
AND DOES NOT CONSTITUTE A LAND SURVEY.

SULPHUR SUBSTATION
11402 Motsenbocker Road, Parker, CO



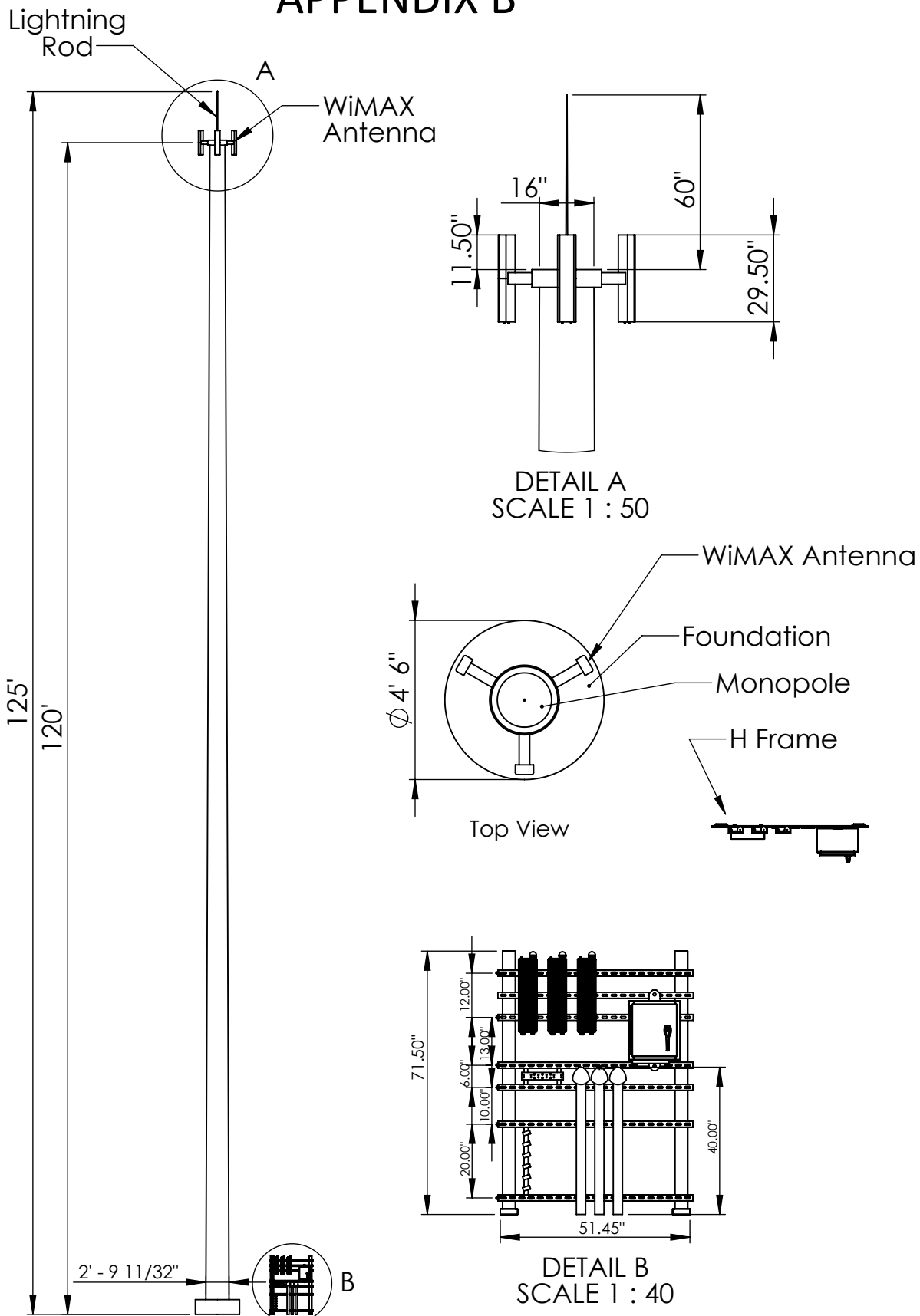
PUBLIC SERVICE COMPANY OF
COLORADO SITING AND LAND RIGHTS
1800 LARIMER STREET, SUITE 400
DENVER, COLORADO 80202
(303) 571-7799

SCALE: 1"=50'

ORIG. DWG.:
REV. BY: I.FRIDMAN
DATE: X/XX/17
APPROVED: L. CLAXTON
DATE: X/XX/17

REVISION	DATE
SHEET 1 of 1	

APPENDIX B



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
COUNCIL ROCK. ANY REPRODUCTION IN
PART OR AS A WHOLE WITHOUT THE
WRITTEN PERMISSION OF COUNCIL
ROCK IS PROHIBITED.



RESPONSIBLE BY NATURE™

COUNCIL ROCK
SMART INTEGRATED NETWORKS

Monopole + H-Frame

Rev: 2.2

A4

Date: 08-31-16

FAN Limited Deployment

SCALE:1:500

SHEET 1 OF 1

3300-3800MHz Sector Antenna

(Dual Port, 65° Beamwidth, +/-45° Polarisation, Fixed Tilt)

*The parameters in this specification follow the definitions and recommendations per NGMN P-Basta, Release 9.6

RF Specifications

Frequency Range per Input	MHz	3300 - 3800
Polarisation:	NA	+/-45° Slant Linear
Gain		
Over all Tilts	dBi	18
Azimuth Beamwidth	Degree	65
Azimuth Beam Squint	Degree <	3
Elevation Beamwidth	Degree	7
Electrical Downtilt:	Degree	T0° or T4°
Electrical Downtilt Deviation	Degree <	1
Impedance	Ohms	50
VSWR	NA <	1.4
Return Loss:	dB >	15
Isolation	dB >	28
Front to Back Ratio: Total Power +/-30°	dB >	30
Upper Sidelobe Suppression, Peak to 20°	dB >	18
Cross Polar Discrimination at Sector	dB >	16
Maximum Effective Power Per Port	W	100



Mechanical Specifications

Dimensions (LxWxD) mm (in) (inc RET)	mm (in)	750 (29.5) x 160 (6.2) x 85 (3.3)
Packing Size (LxWxD)	mm (in)	823(32.4) x 240(9.4) x 178(7)
Net Weight (antenna)	kg (lb)	4.3 (9.4)
Net Weight (mount)	kg (lb)	1.43 (3.1)
Shipping Weight	kg (lb)	5.7 (12.5)
Connector Quantity	NA	2 x N Type Female
Connector Position	NA	Bottom
Windload calculation	km/h	$F=1/2 \cdot \rho \cdot (C_{dp} \cdot \lambda) \cdot v^2 \cdot A$
Windload Frontal	N	240
Windload Lateral	N	130
Survival Wind Speed	km/h	200 (125)
Radome Material	NA	UV-Stabilised PVC
Radome Colour	RAL	7035
Product Compliance Environmental	NA	RoHS
Lightening Protection	NA	DC Grounded
Cold Temperature Survival	Celsius	-40
Hot Temperature Survival	Celsius	+ 70

Ordering Information:

* T0 (Electrical Tilt 0)

** T4 (Electrical Tilt 4)

Feasibility Study: Sulphur Substation

Xcel Energy

Summary

Coverage for the base station at Sulphur Substation is presented at the recommended height, and at a lower height for comparison. Recommended antenna height for Sulphur Substation is 120 feet above ground level (AGL).

Assumptions

- Site location coordinates provided by the customer, accuracy within 50ft of actual location.
- WiMAX radio technology
- Antennas:
 - Sectorized base station configuration, split mount
 - Small panel antenna at the remote
- Antenna heights:
 - 120ft vs. 75ft at the base station
 - 20 ft at the remote
- Terrain Database: 30m National Elevation Data (NED), USGS sourced
- Ground Clutter Data: 30 m National Land Cover Data (NLCD), USGS sourced
- Feasibility Studies are provided for information only

Site View



Figure 1 – Sulphur Substation, Google Earth 3D view

Figure 1 shows the view from Sulphur Substation looking North. Sulphur is in a developed area.

Neighboring Sites

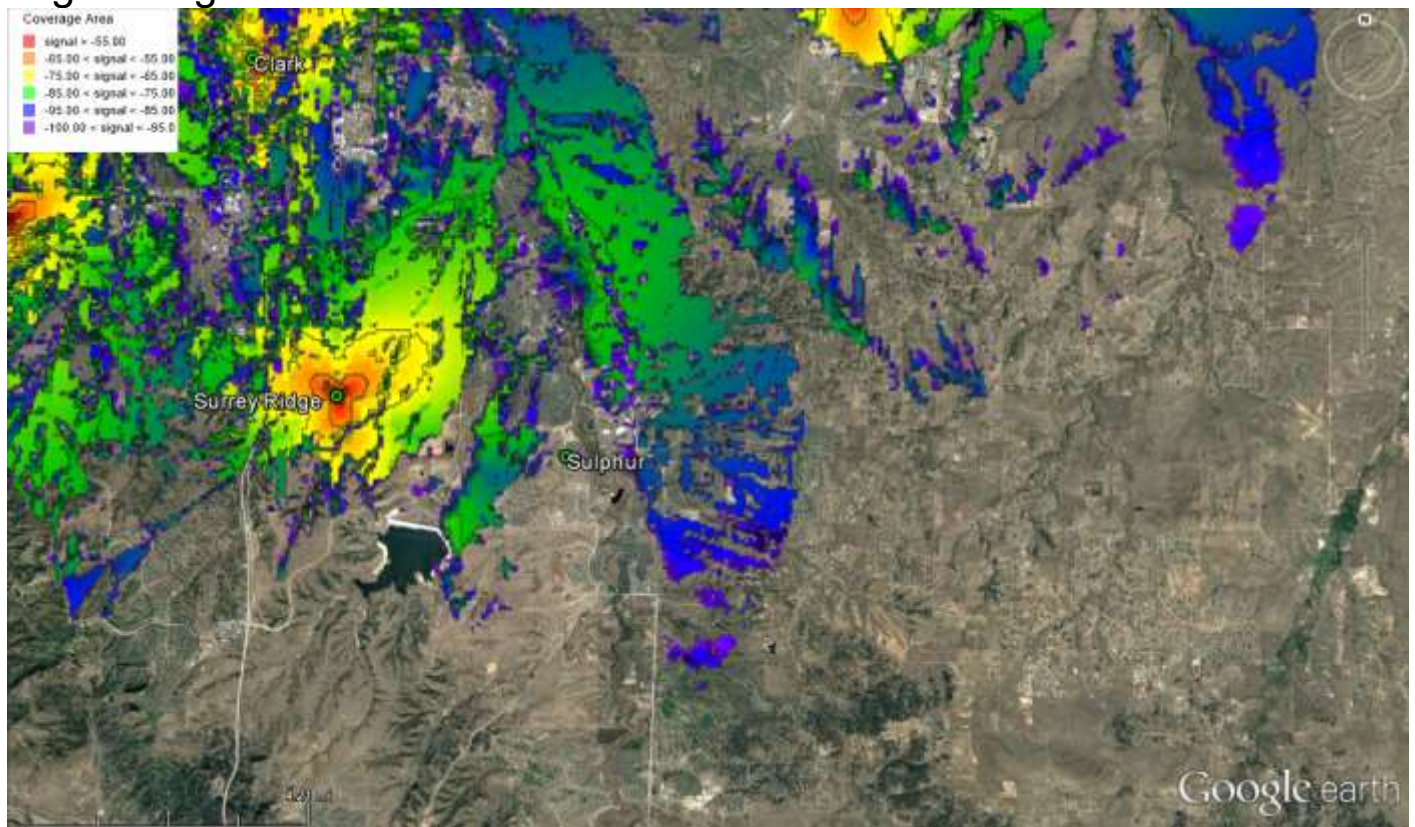


Figure 2- Neighboring Sites' Coverage

Sites near SULPHUR include Surrey Ridge, Clark, and Murphy Creek. Expected coverage is shown from these neighbors. Strongest radio signal levels are shown in red and orange, moderate signal in yellow and light green, and weaker signals in dark green, blue, and purple.

Our goal is to maximize coverage with the minimum number of base stations.

SULPHUR Coverage with 120 foot antenna height

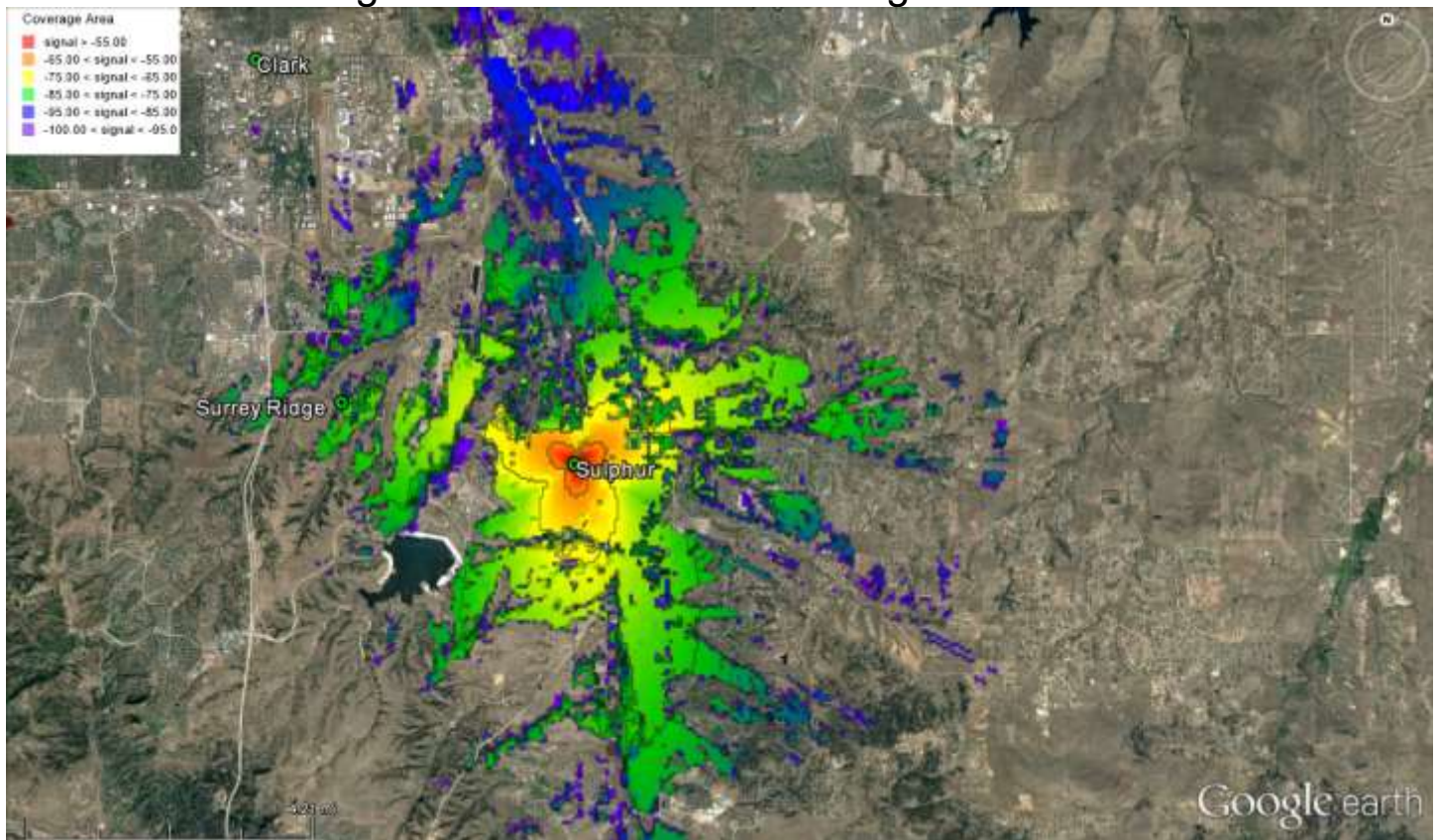


Figure 3 – Radio coverage from Sulphur 120ft

Sulphur Coverage with 75 foot antenna height

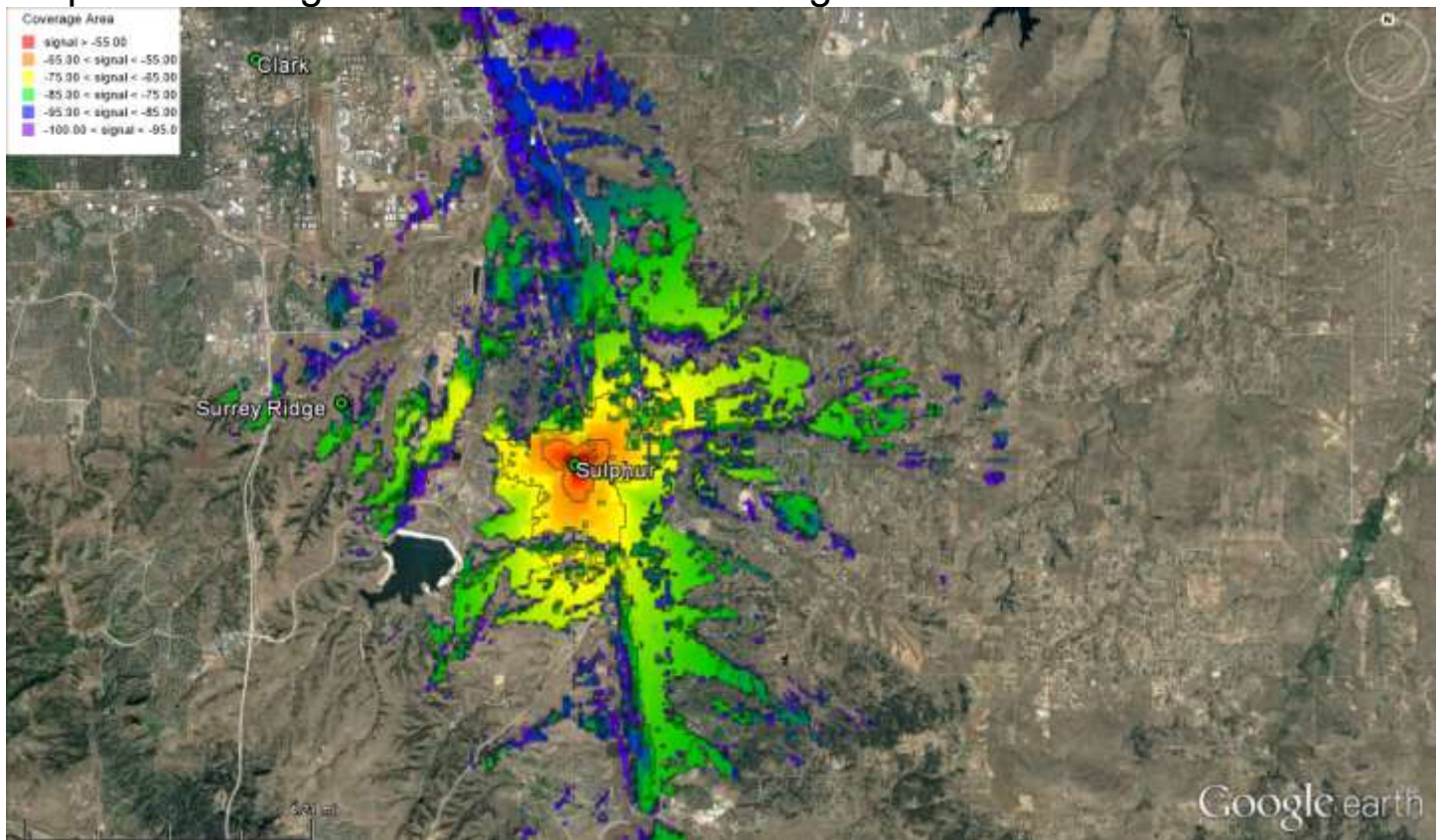


Figure 4 – Radio coverage from Sulphur75ft

Coverage is reduced with the antenna height at 75 feet.

Recommendation: Sulphur Substation antenna height at 120 feet.

August 22, 2017

Memorandum on Communication Antenna Attachments

In regards to the inquiry pertaining to communication antenna attachments to Xcel Energy high voltage transmission lines Xcel Energy has the following policy.

For new communication attachments no facilities will be considered above the bottom phase conductor. Additionally on upgrades to existing sites if feasible the site lease holder will consider moving from above conductors to below conductors.

The reasoning for this policy is due to the significant difficulty getting line outages when installing antenna and when the antenna owner needs to perform maintenance work. A line outage is the de-energizing of the transmission line and is required to protect the safety of workers performing this installation and maintenance work. Line outages due to this type of work also have a significant impact to the operation of the entire Xcel Energy grid and require company observers to be on site during the work activities. In addition, third party antenna owners typically cannot wait the 4-16 weeks, possibly longer depending on time of year, required for an outage to become available.

Xcel Energy works very closely with third parties who wish to attach to our structures and attempt to accommodate co-located sites the best we can. Ultimately though if the total height Xcel Energy can provide does not meet the needs of the third party they will need to look elsewhere, perhaps installing their own structure.

If you have further questions please feel free to contact me at 303-571-7193.

Sincerely,

Stanley Parker Wrozek

Digitally signed by Stanley Parker Wrozek
DN: cn=Stanley Parker Wrozek, email=stanley.p.wrozek@xcelenergy.com,
c=Xcel Energy, o=Xcel Energy, ou=Transmission Engineering, st=CO
Reason: I am approving this document
Contact info: stanley.p.wrozek@xcelenergy.com
Date: 2017.08.23 10:15:38 -06'00'

S. Parker Wrozek
Sr. Manager of Transmission Line Engineering - PSCO

Appendix F

American Academy School

Please add simulations from the directions below.

SULPHUR

Motzenbocker Road

Todd Drive

EXISTING



APPROVED LINE



PROPOSED





Request for Town Council Action

Date: December 11, 2017

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.252.2 - Second Reading**
A Bill for an Ordinance to Approve the Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project

Department: Engineering, Alex Mestdagh

EXECUTIVE SUMMARY

The Developer is requesting a second extension to the terms of an IGA associated with Compark Village South Filing No. 1. The extension is being requested to allow additional time for the Developer to complete Federal permitting for the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In April 2016, the Town Council and Douglas County Board of County Commissioners entered into an IGA regarding Compark Village South Filing No. 1. This was necessary to codify the construction and maintenance of offsite roadway improvements, located in unincorporated Douglas County, that the Developer will construct with this project. The IGA included a clause that voids the agreement if the Developer was not allowed to proceed with the project by December 31, 2016. The Town Council and BOCC agreed to amend the agreement in March 2017 to extend this deadline to December 31, 2017. This proposed amendment would extend this deadline to December 31, 2018.

In order to proceed with the project, the Developer must have in place all necessary state and federal permits. This includes a permit from the US Army Corps of Engineers allowing construction within a major drainageway on the property, Green Acres Tributary. The

Developer previously obtained this approval several years ago; however, the approval expired earlier this year before the Developer began work on this project and must be reinstated by the Corps. The Developer's team is currently working to do so, and anticipates that this will be completed by Spring 2018 at the latest. This amendment to the IGA has been requested to provide the additional time to gain this approval and begin construction.

All other elements of the original IGA would remain unchanged in this amendment.

FINANCIAL IMPACT

As part of the IGA, the Town will be providing routine maintenance, which includes street sweeping and snow plowing, for the section of Belford Avenue that is located in the County. However, this maintenance will only be provided by the Town until such time as development occurs adjacent to Belford Avenue in the County. This 2-lane roadway section is approximately 2,000 feet in length and has been coordinated with the Town's Public Works Department. This maintenance arrangement remains unchanged from the original IGA.

STRATEGIC GOAL(S)



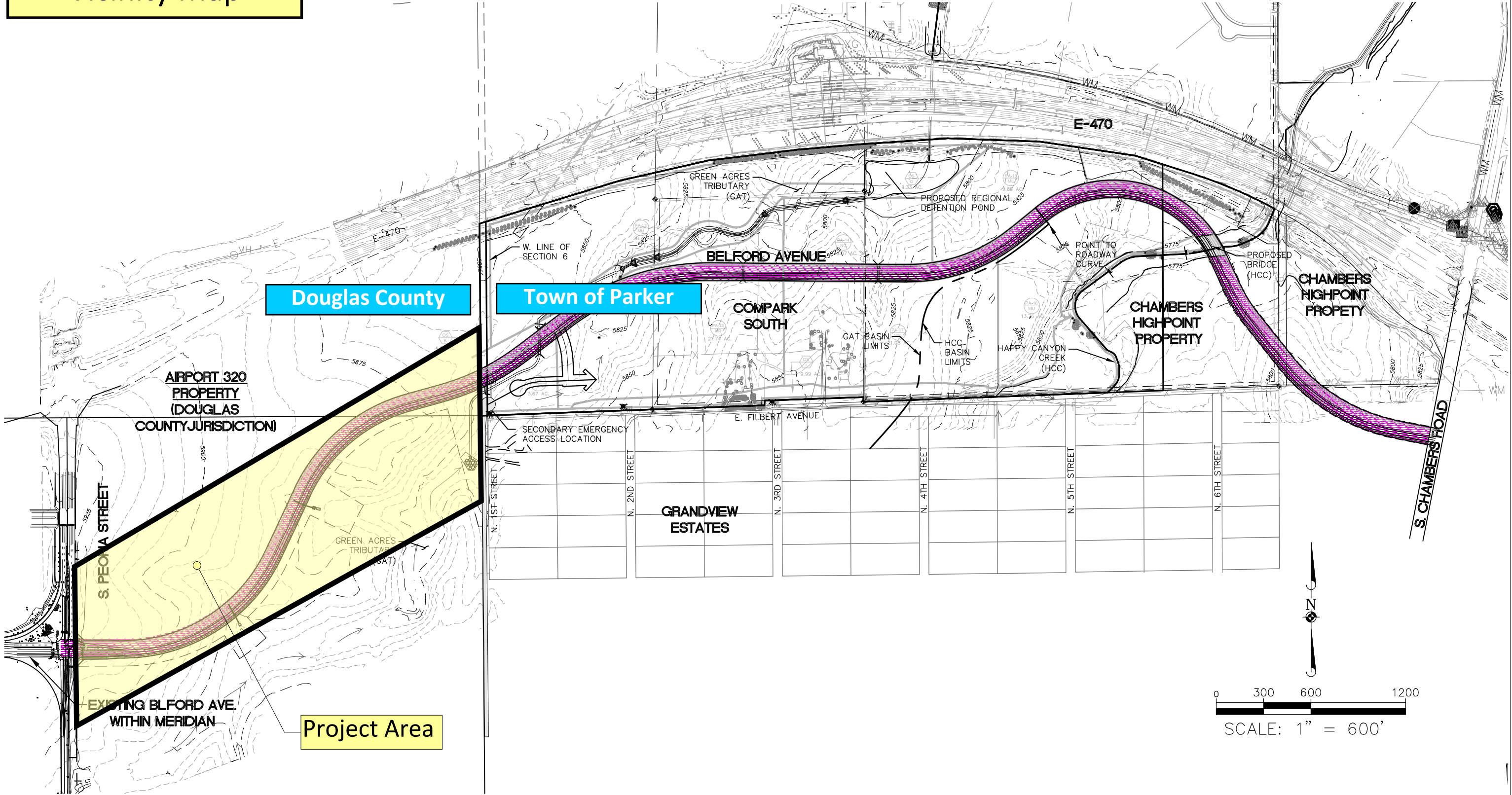
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.252.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.252.2 on second reading.

Belford Avenue IGA
Vicinity Map



ORDINANCE NO. 9.252.2, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH) IMPROVEMENT PROJECT

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 Second Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the 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 _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND
MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK
VILLAGE SOUTH) IMPROVEMENT PROJECT**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Second Amendment”) is made and entered into this ____ day of _____, 2017, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the “Town”), and the Board of County Commissioners of Douglas County, Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Town and the County entered into an intergovernmental agreement on April 4, 2016, regarding the design, construction and maintenance of the Belford Avenue Improvement Project (the “Agreement”);

WHEREAS, the Town and the County entered into the First Amendment to the Agreement on April 3, 2017; and

WHEREAS, the Town and the County desire to amend Paragraph 10 of the Agreement to extend the date for the project from December 31, 2017, to December 31, 2018.

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 this Second Amendment as follows:

Section 1. Paragraph 10 of the Agreement is amended to provide as follows:

10. Termination of the Project. The Parties agree that if the Compark Developer is not allowed to proceed with the Project on or before December 31, 2018, then this Agreement shall automatically terminate.

Section 2. The Town and the County acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment and this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY COLORADO**

Roger A. Partridge, Chair

APPROVED AS TO CONTENT:

ATTEST:

Douglas J. DeBord, County Manager

Meghan McCann, Clerk

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

_____, Assistant County
Attorney

Andrew Copland, Director of Finance



Request for Town Council Action

Date: December 11, 2017

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-020.2**
A Resolution to Amend Resolution No. 17-020.1 to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through December 31, 2018, and Approve the Extension of the Completion Date for the Public Improvements and Replace Exhibit C to the Subdivision Agreement for Compark Village South Filing No. 1

Department: Engineering, Alex Mestdagh

EXECUTIVE SUMMARY

The Developer of Compark Village South Filing No. 1 is requesting an extension to the expiration date of the development's Minor Development Plat and approval of the associated Amended and Restated Subdivision Agreement. The extension is being requested to allow additional time for the Developer to complete federal permitting for the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Minor Development Plat and Subdivision Agreement for Compark Village South Filing No. 1 on September 19, 2016. Per Town Code, a Developer has 90 days from the date of approval to record a plat and associated agreements before the approvals expire. The Developer of Compark Village South Filing No. 1 has previously requested and received three extensions of this expiration date.

The latest extension, which was granted by Town Council in September 2017, extended this expiration date to December 31, 2017. This was requested to allow the Developer time to reinstate an expired determination from the Army Corps of Engineers necessary to construct drainageway improvements with the project. The Town cannot grant construction permits for

this project without this determination, or alternate Corps permits if required, in place.

The Developer has been working with the Corps on this issue and is still awaiting a determination. The Developer has requested that the expiration date for the Minor Development Plat and Subdivision Agreement be extended to December 31, 2018, to allow for additional time to complete this process with the Corps and to subsequently secure any permits that the Corps may require. The associated Subdivision Improvement Agreement has been restated to revise the completion date of the Public Improvements to October 31, 2019, and to revise the Public Improvements Cost Estimate to reflect increases in construction costs since the original estimate.

If this extension is not granted, the Developer will have until December 31, 2017 to record the Minor Development Plat and Subdivision Agreement before they expire.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 17-020.2
3. Restated Subdivision Agreement

RECOMMENDED MOTION

I move to approve Resolution No. 17-020.2.

Compark Village South
Vicinity Map

Compark Village South
Filing No. 1 (Roadway,
Drainage, and Utility
Improvements

Douglas County

Town of Parker

BELFORD AVENUE

COMPARK SOUTH

PROPOSED REGIONAL
DETENTION POND

CHAMBERS
HIGHPOINT
PROPERTY

CHAMBERS
HIGHPOINT
PROPERTY

AIRPORT 320
PROPERTY
(DOUGLAS
COUNTY JURISDICTION)

S. PEORIA STREET

EXISTING BLFORD AVE.
WITHIN MERIDIAN

GREEN ACRES
TRIBUTARY
(GAT)

SECONDARY EMERGENCY
ACCESS LOCATION

GRANDVIEW
ESTATES

E. FILBERT AVENUE

HAPPY CANYON
CREEK (HCC)

PROPOSED
BRIDGE
(HCC)

S. CHAMBERS ROAD

Compark Village South Filing No. 2 and
Filing No. 2, Amendment No. 1
(Proposed Single-Family Development



0 300 600 1200

SCALE: 1" = 600'

RESOLUTION NO. 17-020.2, Series of 2017

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 17-020.1 TO EXTEND THE EXPIRATION DATE OF THE MINOR DEVELOPMENT PLAT FOR COMPARK VILLAGE SOUTH FILING NO. 1 THROUGH DECEMBER 31, 2018, AND APPROVE THE EXTENSION OF THE COMPLETION DATE FOR THE PUBLIC IMPROVEMENTS AND REPLACE EXHIBIT C TO THE SUBDIVISION AGREEMENT FOR COMPARK VILLAGE SOUTH FILING NO. 1

WHEREAS, the Town Council of the Town of Parker approved the minor development plat (the "Minor Development Plat") and subdivision agreement (the "Subdivision Agreement") for Compark Village South Filing No. 1 on September 19, 2016;

WHEREAS, Section 13.07.100(j)(1) of the Parker Municipal Code provides that the failure "to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval off the" Minor Development Plat "null and void;"

WHEREAS, the Planning Director granted a 30-day extension as provided by Section 13.07.100(j)(2) of the Parker Municipal Code;

WHEREAS, the Town Council approved Resolution No. 17-020, Series of 2017, to extend the expiration date of the Minor Development Plat to August 31, 2017;

WHEREAS, the Town Council approved Resolution No. 17-020.1, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2017;

WHEREAS, the purpose of the Minor Development Plat is to establish the right-of-way for Belford Avenue, which is an essential roadway to the Town's road network;

WHEREAS, the property owner needs additional time to renew an environmental approval that expired and is requesting that the Town Council extend the expiration date of the Minor Development Plat;

WHEREAS, the Subdivision Agreement needs to be modified, as a result of the extensions of time described herein, to extend the completion date for the public improvements and replace Exhibit C to the Subdivision Agreement;

WHEREAS, the extension of the expiration date of the Minor Development Plat can only be granted by Town Council under Section 13.01.100 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

WHEREAS, the Town Council determines that the construction of Belford Avenue is in the public interest and desires to grant the extension of the expiration date for the Minor Development Plat and to extend the completion date for the public improvements and replace Exhibit C to the Subdivision Agreement, subject to the terms and conditions contained in 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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Minor Development Plat through December 31, 2018, and approves the extension of the completion date for the public improvements and replacement of Exhibit C to the Subdivision Agreement, which is attached as **Exhibit 1** and incorporated by this reference, subject to Section 2 of this Resolution.

Section 2. The Town Council of the Town of Parker, Colorado, hereby determines that Section 1 of this Ordinance is subject to Douglas County's approval of the Second Amendment to Intergovernmental Agreement between the Town and Douglas County, which amendment extends the commencement date of Belford Avenue Improvement Project from December 31, 2017, to December 31, 2018.

RESOLVED AND PASSED this ____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SUBDIVISION AGREEMENT Compark Village South Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark 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 Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. 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, related to the construction of the public improvements described herein. 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, the regulations of Douglas County, 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.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the "Annexation Agreement"), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July __, 2017, which was recorded on July __, 2017, at Reception No. 2017_____. 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.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, which was amended on March 20, 2017, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South (the "Project IGA"). The Project IGA includes the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

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 one hundred fifteen percent (115%) 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.

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

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 (the "Streetscape Improvements"). If

installation of Streetscape 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 "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape 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 Streetscape Security, in the exercise of its sole discretion, as the Streetscape 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 probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the 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 F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown on **Exhibit G**, which is attached hereto and incorporated by this reference.

e. Prior to probationary acceptance of the Public Improvements, the Developer shall pay to the Town Four Hundred Eighty-One Thousand Three Hundred Seventy-Eight and 50/100 Dollars (\$481,378.50), which payment is fifty percent (50%) of the cost to design and construct the improvements to Happy Canyon Creek adjacent to the property.

f. Prior to recordation of the final plat, the Developer shall pay to the Town One Hundred Twenty-Five Thousand Dollars (\$125,000) which is fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and Belford Avenue.

g. Prior to probationary acceptance of the Public Improvements, the Developer shall install a fire hydrant and approved emergency access barrier in the offsite emergency access cul-de-sac located at the north dead end of 1st Street.

5. Title Policy. A title commitment for the Property (the "Title Commitment") shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town and Douglas County 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 for the Property, 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, subject to the Project IGA. 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, subject to the Project IGA.

The Developer shall warrant any and all Public Improvements 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, subject to the Project IGA. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works, subject to the Project IGA. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance,

subject to the Project IGA. 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, subject to the Project IGA. 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, subject to the Project IGA. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

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, subject to the Project IGA.

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 October 31, 2019, 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, subject to the Project IGA. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d 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. 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, subject to the Project IGA.

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 cash security 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 cash 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 cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which 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 cash and approved the Financial Guarantee.

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 Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, 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 have actually 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 Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee 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 or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries.

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 or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries. 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 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. A homeowners' association, owners association or special district shall be created by the Developer to maintain and operate the drainage facilities, private streets, berms, trails, parks, open space, median improvements, landscaping, streetscapes or other private improvements and to assume all responsibilities therefor as shown on the final plat and/or the construction documents approved by the Director of Engineering/Public Works of the Town, 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 a copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: 470 Compark LLC
C/O MPV Compark Management
1001 Bannock St., Suite 240
Denver, CO 80204
Attn: Michael Vickers
Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
C/O Vickers Trusts
1223 North Rock Road, Building H, Suite 100
Wichita, KS 67206-1271
Facsimile No.: (316) 636-2440
Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
Attn.: Jennifer L. Stenman
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202
Facsimile: (303) 292-4510
Jennifer.stenman@moyewhite.com

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: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A-1	Legal Description of the Compark Village South Filing No. 1 Property
Exhibit A-2	Legal Description of Douglas County Property (Belford Avenue Right-of-Way)
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Financial Guarantee Agreement
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Description of Existing Trees

EXHIBIT A-1

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

COMPARK VILLAGE SOUTH FILING NO. 1

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 TO BEAR NORTH 00°30'14" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 174.02 FEET ALONG SAID EAST LINE TO A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°06'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 247.09 FEET, THE CHORD OF WHICH BEARS SOUTH 69°57'12" WEST, A DISTANCE OF 246.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 74°30'20" WEST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 995.00 FEET, AN ARC LENGTH OF 858.38 FEET, THE CHORD OF WHICH BEARS SOUTH 49°47'28" WEST, A DISTANCE OF 832.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°04'36" WEST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°26'30", A RADIUS OF 1105.00 FEET, AN ARC LENGTH OF 972.81 FEET, THE CHORD OF WHICH BEARS SOUTH 50°17'51" WEST, A DISTANCE OF 941.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 75°31'06" WEST, A DISTANCE OF 200.51 FEET;
THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 319.15 FEET;
THENCE SOUTH 44°39'42" WEST, A DISTANCE OF 73.18 FEET TO A LINE 62.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 00°19'20" EAST, A DISTANCE OF 1,055.54 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 89°25'34" WEST, A DISTANCE OF 62.50 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 1,127.28 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF PEORIA STREET AS RECORDED JANUARY 8, 1998 IN BOOK 1500 AT PAGE 2361 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°40'40" EAST, A DISTANCE OF 51.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID PEORIA STREET;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 170.11 FEET ALONG LAST SAID EAST LINE;

SEE SHEET 2 OF 5



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

SHEET

1 OF 5
00C.LCPKC3.03

EXHIBIT A-2

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 12.51 FEET;
THENCE SOUTH 45°20'18" EAST, A DISTANCE OF 71.90 FEET;
THENCE NORTH 89°39'42" EAST, A DISTANCE OF 284.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°10'56",
A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 584.14 FEET, THE CHORD OF WHICH BEARS NORTH
71°34'14" EAST, A DISTANCE OF 574.48 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
28°24'09", A RADIUS OF 995.00 FEET AN ARC LENGTH OF 493.24 FEET, THE CHORD OF WHICH BEARS
NORTH 39°16'41" EAST, A DISTANCE OF 488.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°04'36" EAST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°25'44",
A RADIUS OF 1,105.00 FEET, AN ARC LENGTH OF 953.28 FEET, THE CHORD OF WHICH BEARS NORTH
49°47'28" EAST, A DISTANCE OF 923.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74°30'20" EAST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°04'13",
A RADIUS OF 1,445.00 FEET, AN ARC LENGTH OF 279.19 FEET, THE CHORD OF WHICH BEARS NORTH
68°58'13" EAST, A DISTANCE OF 278.76 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1;

THENCE SOUTH 00°30'14" EAST, A DISTANCE OF 121.43 FEET ALONG LAST SAID EAST LINE TO THE
POINT OF BEGINNING.

CONTAINING 452,384 SQUARE FEET OR 10.3853 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE
ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING LLC



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BELFORD AVENUE
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

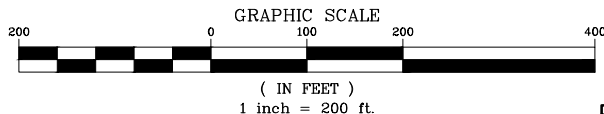
SHEET
2 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2

EAST QUARTER CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/3.25" ALUMINUM CAP
STAMPED "LS 16406, 1997"

EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 5 SOUTH, RANGE 67 WEST



$\Delta=11^{\circ}04'13''$
 $R=1445.00'$ $L=279.19'$
 $CH=N\ 68^{\circ}58'13''\ E\ 278.76'$

UNPLATTED

SOUTH LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST

$\Delta=49^{\circ}25'44''$
 $R=1105.00'$ $L=953.28'$
 $CH=N\ 49^{\circ}47'28''\ E\ 923.99'$

$\Delta=49^{\circ}25'44''$
 $R=995.00'$ $L=858.38'$
 $CH=S\ 49^{\circ}47'28''\ W\ 832.01'$

$N\ 74^{\circ}30'20''\ E\ 220.72'$
BELFORD AVENUE
452,384 S.F.±
10.3853 AC.±

$\Delta=9^{\circ}06'15''$
 $R=1555.00'$ $L=247.09'$
 $CH=S\ 69^{\circ}57'12''\ W\ 246.83'$

POINT OF COMMENCING
SOUTHEAST CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/2" ALUMINUM CAP
STAMPED "LS 28286, 2001"

NORTH LINE OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

UNPLATTED

TRACT A
FUTURE COMPARK VILLAGE
SOUTH FILING NO. 1
BELFORD AVENUE

$S\ 00^{\circ}30'14''\ E\ 121.43'$

TRACT J

POINT OF BEGINNING

TRACT L

LOT 1
BLOCK 6
GRAND VIEW
ESTATES

FIRST STREET

SEE SHEET 4

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

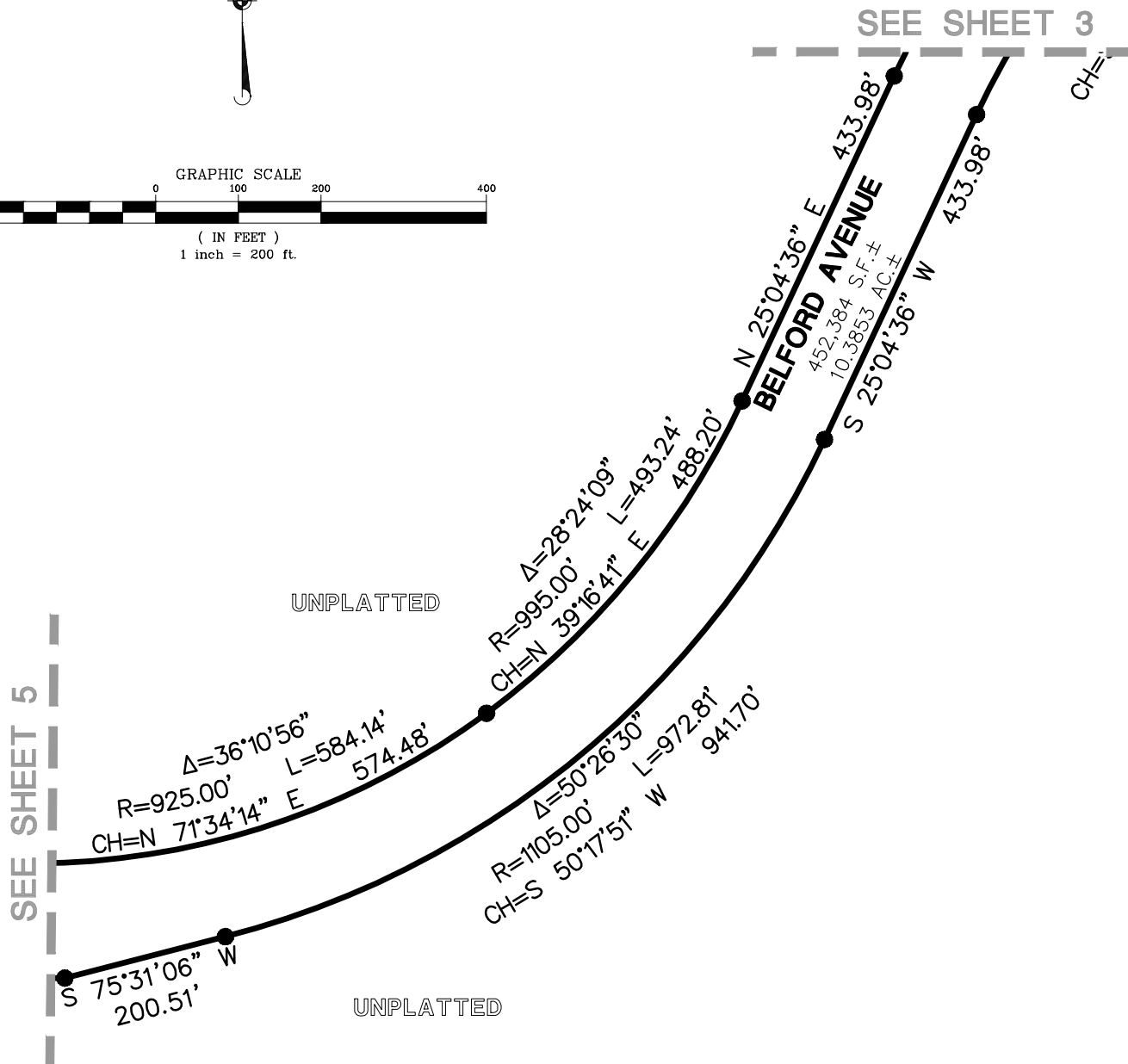
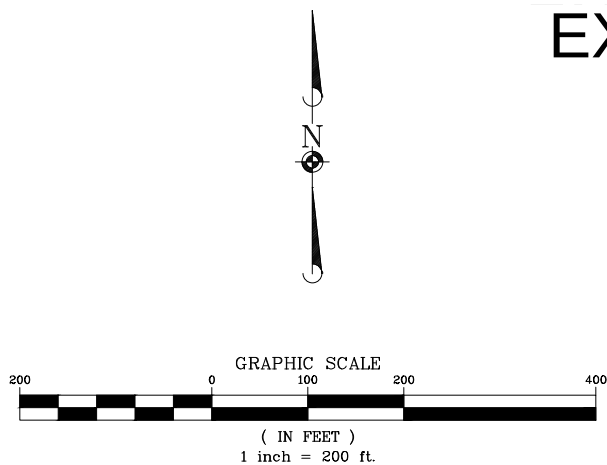
PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: 1" = 200'

SHEET

3 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg\Surv\Exhibits_Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP

DRAWN BY: GDP

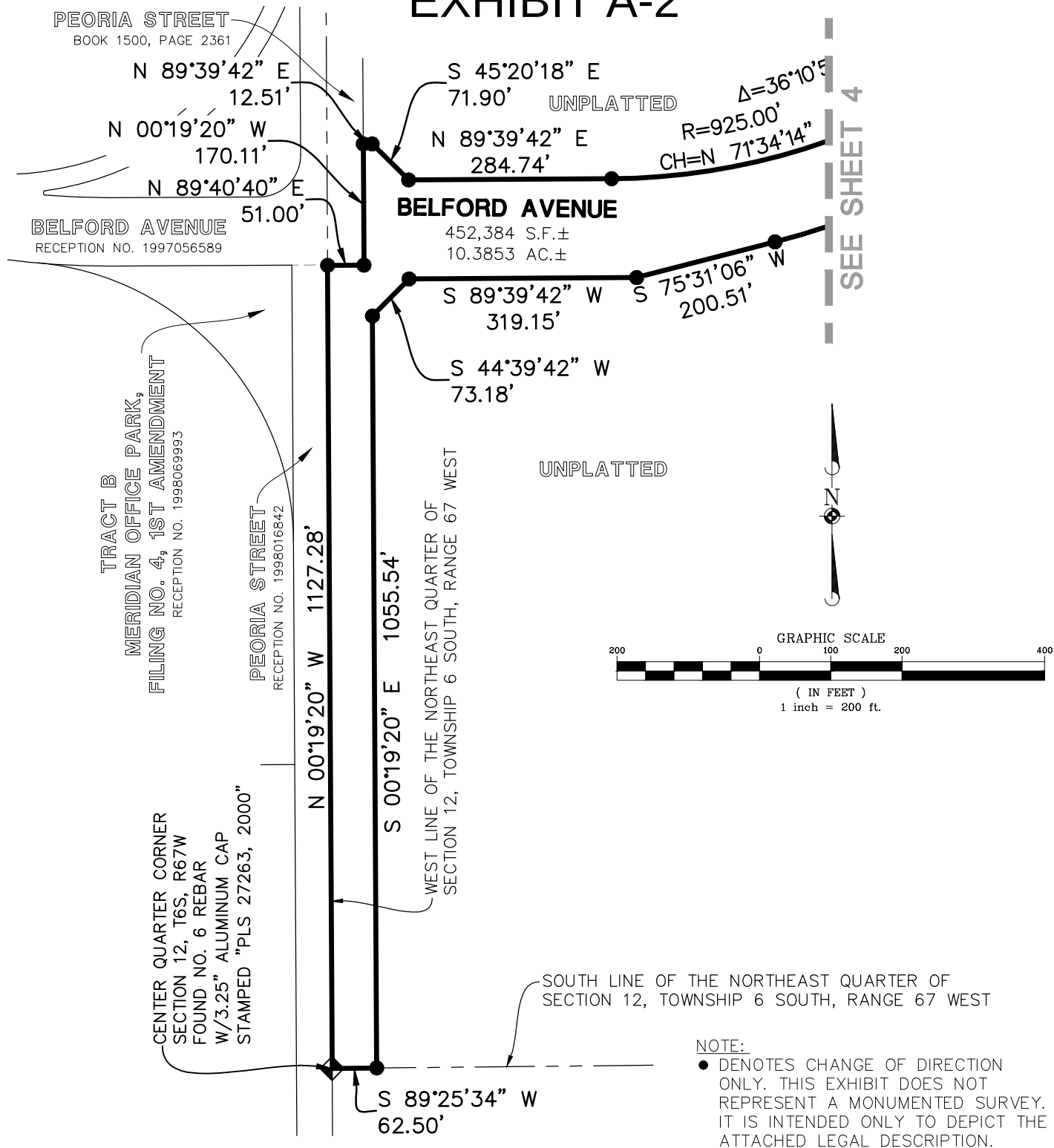
DATE: 10/14/16

SCALE: 1" = 200'

SHEET

4 OF 5
00C.LCPKC3.03

EXHIBIT A-2



SEE SHEET 4



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BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	5 OF 5
DATE: 10/14/16	00C.LCPKC3.03
SCALE: 1" = 200'	

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

LEGAL DESCRIPTION

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40–FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF HIGHWAY E–470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°44'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON–TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'08" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT–OF–WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

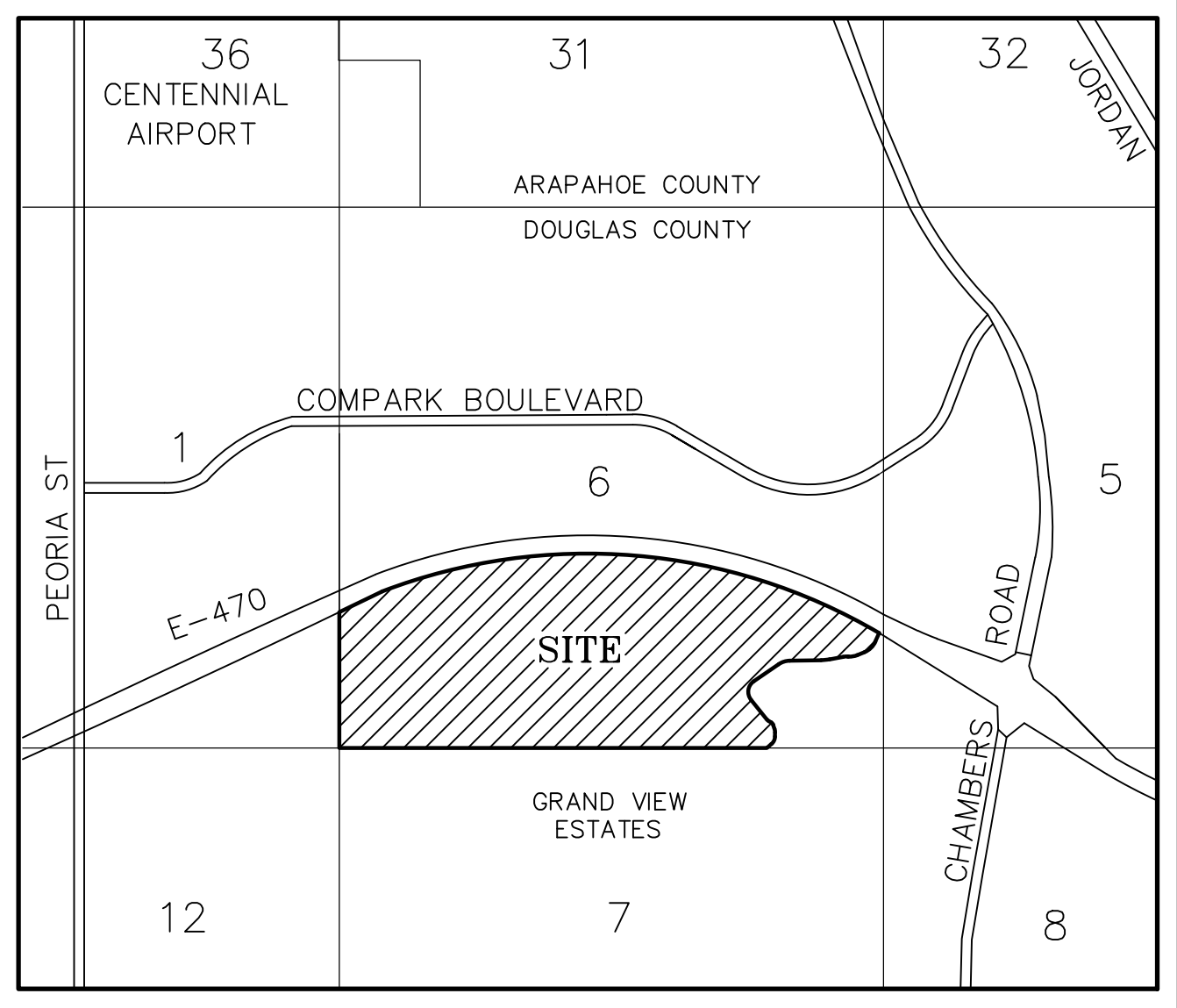
DEDICATION STATEMENT

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 THIRTEEN TRACTS, ONE STREET AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COMPARK VILLAGE SOUTH 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).



VICINITY MAP

(NOT TO SCALE)

TITLE VERIFICATION

WE, FIRST AMERICAN TITLE INSURANCE COMPANY – NCS, 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 DEDICATORS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS IDENTIFIED IN THE SCHEDULE B – SECTION 2 EXCEPTIONS OF THAT CERTAIN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 766290–A, WITH AN EFFECTIVE DATE OF JUNE 7, 2017 AT 5:00 P.M.

BY: _____ DATE: _____

TITLE: _____

SATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ AS _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY – NCS.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

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 OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U.S.C. § 531, et seq., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

SHEET INDEX

SHEET 1: COVER SHEET, LEGAL DESCRIPTION, NOTES & CERTIFICATES

SHEET 2: OWNERSHIP CERTIFICATES

SHEET 3: OVERALL BOUNDARY

SHEETS 4–5: DETAILED DESIGN SHEET

SURVEYOR'S CERTIFICATION

I, BRIAN J. PFOHL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE SOUTH FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 3RD DAY OF AUGUST, 2015, 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 28TH DAY OF JUNE, 2017.

BRIAN J. PFOHL
COLORADO PLUS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
8008 E. ARAPAHOE COURT, SUITE 110
CENTENNIAL, COLORADO 80112
(303) 708–0500



NOTES

1. 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.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS–OF–WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 766290–A WITH AN EFFECTIVE DATE OF JUNE 7, 2017 AT 5:00 P.M.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'14" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOODWAY AREA IN ZONE AE. SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND WHERE THE FLOODWAY OF THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE A. SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED; A PORTION OF THE SURVEYED PROPERTY IS LOCATED IN ZONE X. OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) – MAP NUMBERS 08035C0062G AND 08035C0066G, BOTH WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016.
8. A REGIONAL STORM WATER DETENTION AND WATER QUALITY POND FOR THE BENEFIT OF ALL TRACTS, WILL BE CONSTRUCTED ON TRACTS B AND J. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS B AND J, FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIP RAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
9. TRACTS A, C, G AND H ARE HEREBY ESTABLISHED AS PARCELS 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 TRACTS SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO STAKING, EARTHWORK, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED.
10. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS B, D, E, F, I, J AND K ARE TO BE CONVEYED SEPARATELY BY SEPARATE WARRANTY DEED TO BELFORD SOUTH METROPOLITAN DISTRICT, ANOTHER METROPOLITAN DISTRICT, ANOTHER QUASI–GOVERNMENTAL ENTITY OR OWNER'S ASSOCIATION.
11. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACT L IS TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO DOUGLAS COUNTY.
12. THE PRIVATE DETENTION FACILITIES PROPOSED IN THE ASSOCIATED CONSTRUCTION PLANS WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO "STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL". THE TOWN OF PARKER WILL BE NOT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
13. 470 COMPARK LLC/PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL AREAS OF RIGHT–OF–WAY DEDICATED BY THIS PLAT UNTIL THE ROADWAYS LOCATED WITHIN THEM HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE TOWN OF PARKER.

APPROVAL OF TOWN COUNCIL

THIS PLAT IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER. THE DEDICATIONS ARE HEREBY ACCEPTED.

FIRST STREET IS HEREWITH 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 GREEN ACRES SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 105460.

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 _____

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS _____ DAY OF _____,

20____ AT _____ O'CLOCK ____M. RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

DATE	REVISIONS	DRAWN BY
06/26/17	NEW TITLE COMMITMENT	GDP
09/02/16	ATTORNEY COMMENTS	BJP
09/01/16	NEW TITLE COMMITMENT	GDP
06/27/16	2ND SUBMITTAL COMMENTS	GDP
04/08/16	1ST SUBMITTAL COMMENTS	BJP

Manhard CONSULTING LTD.
1800 E. Hampden Street, Suite 100, Aurora, CO 80012
303.708.0500
brian.pfohl@manhardconsulting.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: BJP
DATE: 11/23/15
SCALE: N/A

SHEET
1 OF 5
00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

OWNER

OWNER: MICHAEL P. VICKERS

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS, AS AN AUTHORIZED SIGNATORY OF 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: ERNEST PETER ELZI, JR.

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY ERNEST PETER ELZI, JR. AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: THOMAS M. LIST

BY: THOMAS M. LIST, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT FOR THOMAS M. LIST.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

LAND USE SUMMARY TABLE

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,245,415	97.462	64.93%
PUBLIC RIGHT-OF-WAY	577,013	13.246	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	949,566	21.799	14.52%
DETENTION POND/DRAINAGE	760,131	17.450	11.62%
OVERALL SITE TOTAL:	6,539,185	150.119	100%

DEED OF TRUST HOLDER

KERS & CO., A KANSAS GENERAL PARTNERSHIP

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

SATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN AUTHORIZED SIGNATORY OF KERS & CO., A KANSAS GENERAL PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,063	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
C	835,866	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	229,596	5.271	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
E	52,423	1.203	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
F	339,128	7.785	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
G	988,095	22.688	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,809	2.406	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
J	32,068	0.736	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
K	223,406	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
M	204	0.005	OPEN SPACE (BELFORD SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)	MICHAEL P. VICKERS, ERNEST PETER ELZI, JR., THOMAS M. LIST
TOTAL	5,962,173	136.873		



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	DATE	REVISIONS
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	2ND SUBMITTAL COMMENTS	06/26/15	2ND SUBMITTAL COMMENTS
06/26/15	1ST SUBMITTAL COMMENTS	06/26/15	1ST SUBMITTAL COMMENTS

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1800 E. Hampden Blvd., Suite 100, Denver, CO 80202
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetland Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: BJP
DATE: 11/23/15
SCALE: N/A
SHEET
2 OF 5
00C.LCPKC3.03

MINOR DEVELOPMENT PLAT

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'27"	3005.03'	574.70'	S 67°01'44" E	573.82'
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	500.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	200.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'

- ## LEGEND
- | | | |
|-------------|--|---|
| | | = EX. PROPERTY LINE |
| | | = EX. SECTION LINE |
| | | = EX. LOT LINE |
| | | = EX. FLOOD ZONE LIMITS |
| | | = SECTION CORNER |
| | | = FOUND NO. 5 REBAR AS NOTED |
| | | FOUND 1" PIPE |
| | | = W/2.5" ALUMINUM CAP
STAMPED "E470 RLS 10377" |
| | | = FOUND NAIL & 0.75" BRASS DISC
STAMPED "75" WC PLS 25369" |
| | | = FOUND NO. 5 REBAR |
| | | = W/2" ALUMINUM CAP
STAMPED "75" WC PLS 25369" |
| | | SET NO. 5 REBAR WITH
1.25" Y.P.C. PLS 38445
FLUSH WITH GROUND |
| 0.00 | | = BOUNDARY DIMENSION |
| 0.00 | | = LOT DIMENSION |



FOR AND ON BEHALF OF
MANHARD CONSULTING

[illegible]

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Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

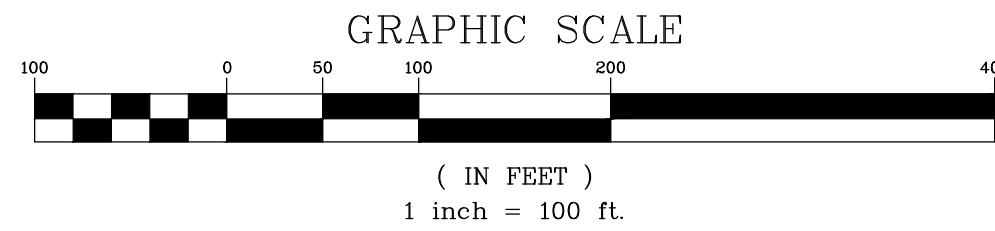
PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 200'

SHEET
3 OF 5
00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

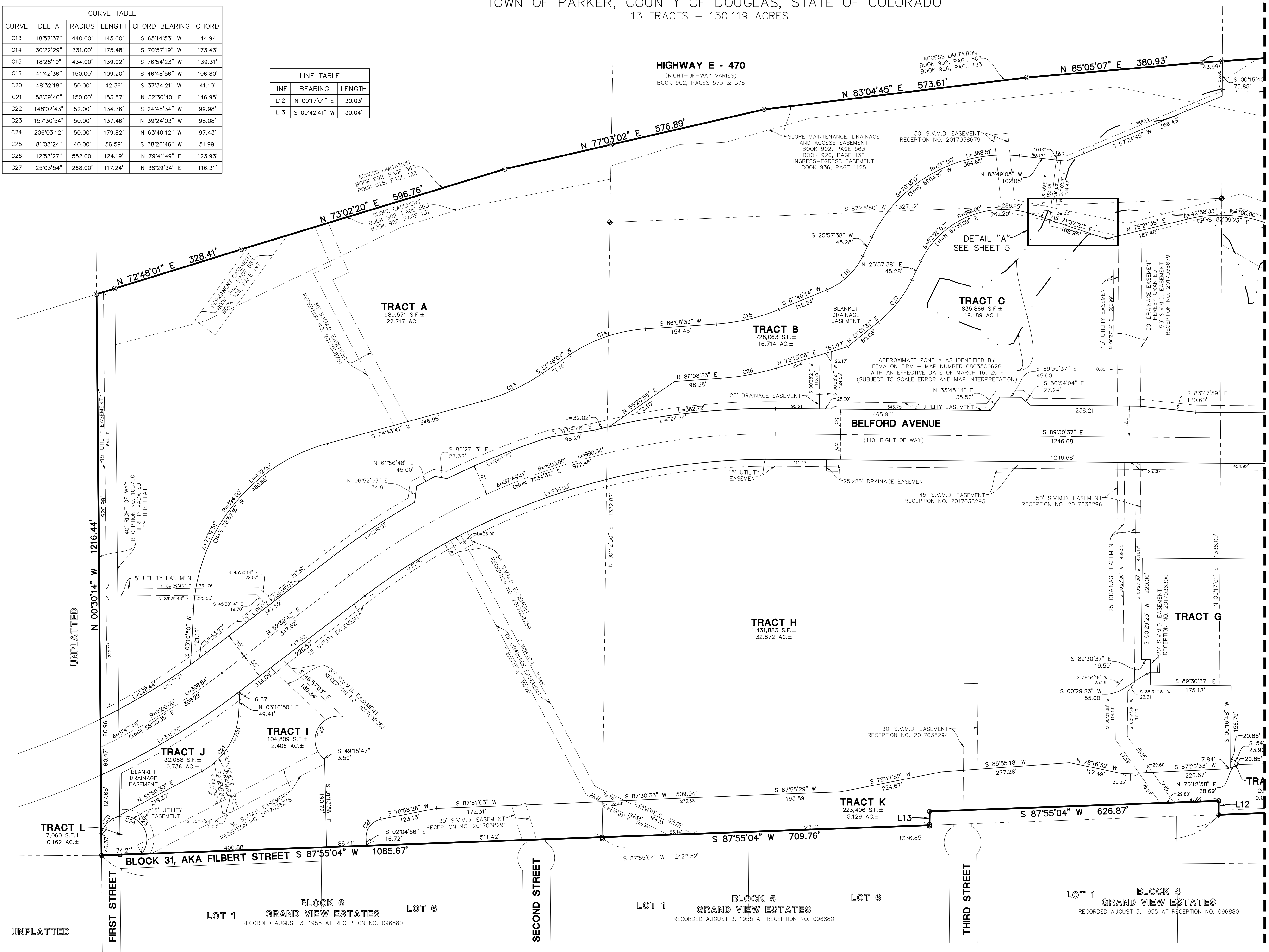
MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C13	18°57'37"	440.00'	145.60'	S 65°14'53" W 144.94'
C14	30°22'29"	331.00'	175.48'	S 70°57'19" W 173.43'
C15	18°28'19"	434.00'	139.92'	S 76°54'23" W 139.31'
C16	41°42'36"	150.00'	109.20'	S 46°48'56" W 106.80'
C20	48°32'18"	50.00'	42.36'	S 37°34'21" W 41.10'
C21	58°39'40"	150.00'	153.57'	N 32°30'40" E 146.95'
C22	148°02'43"	52.00'	134.36'	S 24°45'34" W 99.98'
C23	157°30'54"	50.00'	137.46'	N 39°24'03" W 98.08'
C24	206°03'12"	50.00'	179.82'	N 63°40'12" W 97.43'
C25	81°03'24"	40.00'	56.59'	S 38°26'46" W 51.99'
C26	12°53'27"	552.00'	124.19'	N 79°41'49" E 123.93'
C27	25°03'54"	268.00'	117.24'	N 38°29'34" E 116.31'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'



- LEGEND
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. FLOOD ZONE LIMITS
 - SECTION CORNER
 - FOUND NO. 5 REBAR AS NOTED
 - FOUND 1" PIPE
 - W/2.5" ALUMINUM CAP STAMPED "E470 RLS 10377"
 - FOUND NAIL & 0.75" BRASS DISC STAMPED "75" WC PLS 25369"
 - W/2" ALUMINUM CAP STAMPED "75" WC PLS 25369"
 - SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION

DATE	REVISIONS
06/28/17	NEW TITLE COMMITMENT
09/07/16	NEW TITLE COMMITMENT & UTILITY EASEMENTS
06/27/16	2ND SUBMITTAL COMMENTS
04/09/16	1ST SUBMITTAL COMMENTS

Manhard CONSULTING LTD.

38445

FOR AND ON BEHALF OF MANHARD CONSULTING

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR

PROJ. ASSOC.: BJP

DRAWN BY: GDP/BJP

DATE: 11/23/15

SCALE: 1" = 100'

SHEET 4 OF 5

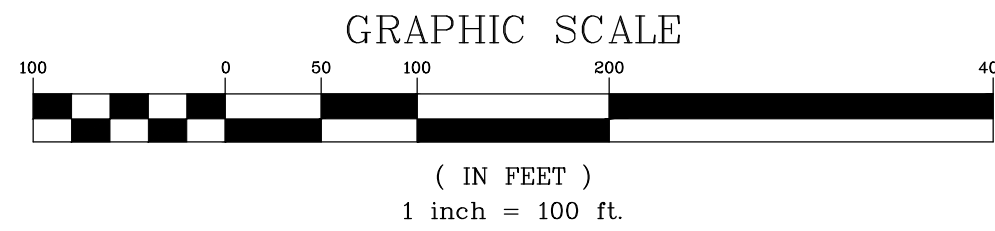
00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

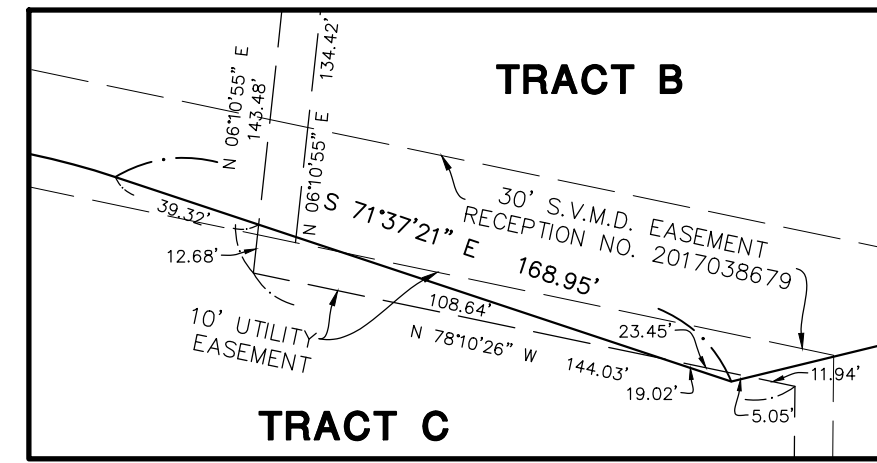
PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



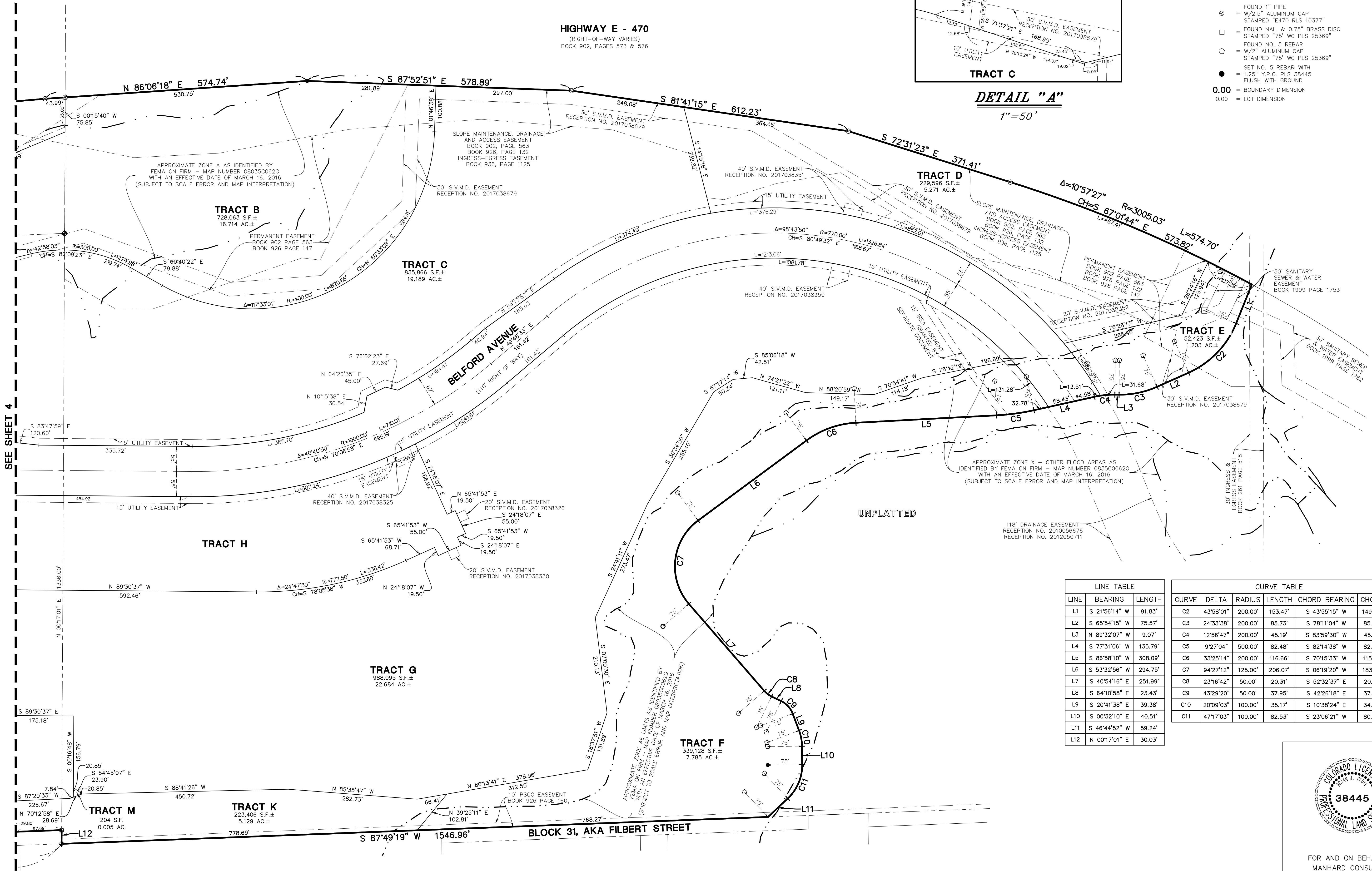
LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. FLOOD ZONE LIMITS
- SECTION CORNER
- FOUND NO. 5 REBAR AS NOTED
- FOUND 1" PIPE
- W/2.5" ALUMINUM CAP
STAMPED "E470 RLS 10377"
- FOUND NAIL & 0.75" BRASS DISC
STAMPED "75" WC PLS 25369"
- FOUND NO. 5 REBAR
- W/2" ALUMINUM CAP
STAMPED "75" WC PLS 25369"
- SET NO. 5 REBAR WITH
1.25" Y.P.C. PLS 38445
FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION



DETAIL "A"

1"=50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 65°54'15" W	75.57'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.09'
L6	S 53°32'56" W	294.75'
L7	S 40°54'16" E	251.99'
L8	S 64°10'58" E	23.43'
L9	S 20°41'38" E	39.38'
L10	S 00°32'10" E	40.51'
L11	S 46°44'52" W	59.24'
L12	N 00°17'01" E	30.03'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS
08/08/17	NEW TITLE COMMITMENT & UTILITY EASEMENTS
09/07/18	NEW TITLE COMMITMENT & UTILITY EASEMENTS
06/27/16	2ND SUBMITTAL COMMENTS
04/09/16	1ST SUBMITTAL COMMENTS

Manhard CONSULTING LTD.
1800 E. Nevada Street, Suite 110, Denver, CO 80202
303.755.1100
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetland Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 100'
SHEET
5 OF 5
00C.LCPKC3.03

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE

November 21, 2017

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$7,773.52	\$54,415
2	Type-R Inlet - 15'	5	Each	\$8,837.89	\$44,189
3	Type C Inlet	2	Each	\$3,090.00	\$6,180
4	Type D Inlet	2	Each	\$3,621.23	\$7,242
5	18" RCP	121	L.F.	\$49.58	\$6,000
6	24" RCP	621	L.F.	\$72.54	\$45,049
7	30" RCP	288	L.F.	\$98.61	\$28,400
8	36" RCP	876	L.F.	\$98.61	\$86,384
9	42" RCP	608	L.F.	\$138.02	\$83,916
10	6' Manhole	3	Each	\$6,592.00	\$19,776
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$40,273.00	\$40,273
12	8' Diversion Bypass Manhole	1	Each	\$15,244.00	\$15,244
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$43,826.50	\$43,827
14	6' CDS3030-6-C Water Quality Structure	1	Each	\$37,904.00	\$37,904
15	24" FES	4	Each	\$2,074.80	\$8,299
16	30" FES	3	Each	\$2,296.26	\$6,889
17	36" FES	9	Each	\$2,798.59	\$25,187
18	42" FES	2	Each	\$2,884.00	\$5,768
19	Swale (5' Wide)	117	L.F.	\$1.80	\$211
20	Swale (12' Wide)	570	L.F.	\$1.85	\$1,057
21	Swale (17' Wide)	597	L.F.	\$2.63	\$1,568
22	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$61.80	\$72,306
23	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$72.10	\$4,110
24	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$258.07	\$11,355
25	Type L Rip Rap at FES	441	C.Y.	\$61.80	\$27,254

SUBTOTAL \$682,803

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$72.10	\$23,288
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$42.33	\$3,387
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$15.58	\$1,325
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$23.36	\$537
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$3,934.60	\$3,935
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$10,456.56	\$10,457
7	18" RCP	64	L.F.	\$49.58	\$3,173
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$61.80	\$494
10	Concrete Emergency Overflow Weir	1	Each	\$5,235.49	\$5,235
11	Detailed Pond Grading	1	Each	\$3,772.89	\$3,773

SUBTOTAL \$57,202

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$72.10	\$19,900
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$42.33	\$2,879
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$15.58	\$2,712
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$23.36	\$327
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$3,934.60	\$3,935
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$10,456.56	\$10,457
7	18" RCP	56	L.F.	\$49.58	\$2,777
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$61.80	\$494
10	Emergency Overflow Weir	1	Each	\$5,235.49	\$5,235
11	Detailed Pond Grading	1	Each	\$3,772.89	\$3,773

SUBTOTAL \$54,086

II. STREET IMPROVEMENTS**A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$9.89	\$74,358
2	Cattle Guard	1	Each	\$1,854.00	\$1,854
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.09	\$103,246
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$52.74	\$1,365,862
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.17	\$86,525
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.01	\$29,034
7	Delineator Posts @ 200' O.C.	16	Each	\$77.77	\$1,244
8	Signage	17	Each	\$669.50	\$11,382
9	Striping 8" White	6,000	L.F.	\$0.52	\$3,090
10	Skip Striping 4" White	493	L.F.	\$0.52	\$254
11	Striping 4" White	7,276	L.F.	\$0.52	\$3,747
12	Striping 4" Single Yellow	1,461	L.F.	\$0.52	\$752
13	Striping 4" Double Yellow	6,303	L.F.	\$0.52	\$3,246
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.52	\$196
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.52	\$31
16	Cross Pan	136	S.Y.	\$57.23	\$7,783
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,611.95	\$12,896
18	Collector Trench Drain	6,700	L.F.	\$15.71	\$105,240
19	Cleanouts	44	Each	\$360.70	\$15,871
20	Street Lights	12	Each	\$8,240.00	\$98,880
21	Std. Stock Fence	6,500	L.F.	\$3.19	\$20,755
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.38	\$71,988
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.09	\$7,904

SUBTOTAL \$2,026,137

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	\$5,150.00	\$5,150
2	REMOVAL OF BARRICADE	1	EA	\$515.00	\$515
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.06	\$5,982
4	REMOVAL OF SIGN PANEL	3	EA	\$72.10	\$216
5	REMOVAL OF GROUND SIGN	3	EA	\$92.70	\$278
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,240.00	\$8,240
7	REMOVAL OF FENCE	710	LF	\$8.24	\$5,850
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.30	\$13,895
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$16.48	\$11,684
10	REMOVAL OF LIGHT STANDARD	5	EA	\$412.00	\$2,060
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$566.50	\$2,833
12	REMOVAL OF PULL BOX	5	EA	\$257.50	\$1,288
13	REMOVAL OF INLET	1	EA	\$1,030.00	\$1,030
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.12	\$26,055
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.67	\$14,336
16	POTHOLING	24	HR	\$257.50	\$6,180
17	STOCKPILE TOPSOIL	1192	CY	\$2.67	\$3,180
18	TOPSOIL	491	CY	\$5.15	\$2,529
19	INLET PROTECTION	74	LF	\$10.30	\$762

20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,030.00	\$1,030
21	VEHICLE TRACKING CONTROL	2	EA	\$1,030.00	\$2,060
22	SILT FENCE	230	LF	\$2.06	\$474
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.06	\$1,380
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$206.00	\$2,060
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$180.25	\$2,028
26	RESET SIGN PANEL	3	EA	\$206.00	\$618
27	RESET PULL BOX	2	EA	\$927.00	\$1,854
28	MODIFY MANHOLE	4	EA	\$772.50	\$3,090
29	ADJUST VALVE BOX	4	EA	\$257.50	\$1,030
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$7,725.00	\$7,725
31	SEEDING (NATIVE)	1.5	AC	\$1,287.50	\$1,931
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,287.50	\$1,931
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$41.20	\$64,684
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$77.25	\$35,535
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$97.85	\$22,506
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.12	\$1,718
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$51.50	\$241,381
38	GROUTED RIPRAP (12 INCH)	50	CY	\$154.50	\$7,725
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,665.00	\$5,665
40	TRENCH DRAIN (PERFORATED)	555	LF	\$16.22	\$9,003
41	CONSTRUCTION FENCE	1155	LF	\$2.06	\$2,379
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.19	\$2,714
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$41.20	\$7,869
44	CONCRETE CURB RAMP	40	SY	\$154.50	\$6,180
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$16.48	\$5,801
46	VERTICAL CURB AND GUTTER	252	LF	\$14.16	\$3,569
47	MEDIAN CURB AND GUTTER	216	LF	\$14.16	\$3,059
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$20.60	\$13,287
49	DELINEATOR (TYPE I)	6	EA	\$25.75	\$155
50	COMMON TRENCH	50	LF	\$10.30	\$515
51	COMMON BORE	295	LF	\$15.45	\$4,558
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.12	\$1,792
53	PULL BOX (TYPE I)	1	EA	\$927.00	\$927
54	PULL BOX (TYPE II)	4	EA	\$824.00	\$3,296
55	SIGN PANEL (CLASS I)	123	SF	\$22.66	\$2,787
56	SIGN PANEL (CLASS II)	58	SF	\$30.90	\$1,792
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$18.54	\$2,280
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$29,870.00	\$29,870
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$36,050.00	\$72,100
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$39,140.00	\$39,140
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$927.00	\$9,270
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$927.00	\$10,197
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$669.50	\$1,339
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$927.00	\$1,854
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,034.00	\$32,136
66	OPTICOM GTT 762 CARD	2	EA	\$1,030.00	\$2,060
67	OPTICOM GTT 722 HEAD	2	EA	\$2,884.00	\$5,768
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,575.00	\$2,575
69	SANITARY FACILITY	1	EA	\$2,060.00	\$2,060
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$82.40	\$3,873
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$30.90	\$8,961
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$30.90	\$22,742
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,300.00	\$10,300
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$25,750.00	\$25,750
75	UTILITY RELOCATIONS	1	LS	\$154,500.00	\$154,500

SUBTOTAL \$1,024,947

III. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$16,291.94	\$16,292
2	18" RCP	11	L.F.	\$49.58	\$545
3	56' x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$80,260.69	\$80,261
4	4' x 22.5' RCBC Outlet	8	L.F.	\$2,413.29	\$19,306
5	42" x 6" Trickle Channel	15	L.F.	\$42.33	\$635
6	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$57.46	\$11,493
7	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
8	Grouted Boulder Outfall (2)	-		\$0.00	
	*Grading for Run Down	7,400	SF	\$0.41	\$3,049
	*4 oz. Fabric at Run Down	7,400	SF	\$0.39	\$2,896
	*4" Layer - Type 2 Bedding	130	TN	\$27.81	\$3,615
	*Grouted Boulders	1,100	TN	\$154.50	\$169,950
9	Outlet Headwall, Emergency Overflow Weir, Wing walls	1	Each	\$32,333.76	\$32,334
10	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$0.89	\$5,505
11	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$1.17	\$3,665
12	Architectural Box Culvert	1	Each	\$15,450.00	\$15,450
13	Wing walls for ABC	2	Each	\$36,050.00	\$72,100
14	Guard Rail	56	L.F.	\$123.60	\$6,922
15	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$341,960.00	\$341,960
16	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$98,880.00	\$98,880
17	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$29.80	\$18,534
18	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$29.80	\$12,545
19	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$29.80	\$8,224
20	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$29.80	\$64,721
21	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$29.80	\$7,151
22	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		\$0.00	
	*Grading for Run Down	3,340	SF	\$0.41	\$1,376
	*4 oz. Fabric at Run Down	3,340	SF	\$0.39	\$1,307
	*4" Layer - Type 2 Bedding	60	TN	\$27.81	\$1,669
	*Grouted Boulders	500	TN	\$154.50	\$77,250
23	Construct Grouted Boulder Drop Structures	6	Each	\$179,550.63	\$1,077,304

SUBTOTAL \$2,156,538

PUBLIC IMPROVEMENTS SUBTOTAL \$6,001,712

MOBILIZATION:

1	Mobilization @ 5%				\$300,086
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SURVEYING:

1	Surveying @ 3%				\$180,051
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$720,205
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CONTINGENCY:

1	Contingency @ 10%				\$600,171
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SUBTOTAL **\$1,800,514**

PUBLIC IMPROVEMENTS TOTAL **\$7,802,225**

LETTER OF CREDIT AT 110% **\$8,582,448**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated June __, 2017, concerning that certain real property known as Compark Village South Filing No. 1, which is more particularly described in Exhibits A-1 and A-2, which are attached to the Subdivision Agreement (collectively referred to as the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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. 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 the financial guarantee. 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 estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. 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 new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

5. 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.

6. 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.

7. 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.

8. 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, 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 (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. 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.

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

Notice to Developer: 470 Compark LLC,
C/O MPV Compark Management,
290 Fillmore Street, STE 2
Denver, CO 80206
Attn: Michael Vickers
Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
C/O Vickers Trusts
1223 North Rock Road, Building H, Suite 100
Wichita, KS 67206-1271
Facsimile No.: (316) 636-2440
Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
Attn.: Jennifer L. Stenman
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202
Facsimile: (303) 292-4510
Jennifer.stenman@moyewhite.com

11. 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.

12. 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 individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The

Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

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: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	Streetscape Improvements					
A	Belford Avenue Landscape					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	\$560.00	\$39,200.00
2	Ornamental Trees	2" cal.	60	EA	\$480.00	\$28,800.00
3	Evergreen Trees	8'	84	EA	\$690.00	\$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	\$27.00	\$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	\$17.00	\$6,001.00
5	Perennials	1 gal.	2,417	EA	\$12.00	\$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	\$0.85	\$16,099.00
7	Shrub Bed Prep	-	18,940	SF	\$0.15	\$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	\$0.50	\$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	\$0.35	\$187,112.10
					Subtotal	\$419,849.10
B	Irrigation					
1	Irrigated Turf	-	18,940	SF	\$0.90	\$17,046.00
2	Irrigated Native Turf	-	534,606	SF	\$0.50	\$267,303.00
3	Tree Irrigation	-	130	EA	\$5.00	\$650.00
4	Shrub Bed Irrigation	-	18,940	SF	\$0.35	\$6,629.00
					Subtotal	\$291,628.00
					Total	\$711,477.10
					Total Exhibit E	\$711,477.10
					Is There Mobilization	NO
					Surveying	NO
					Construction Management	\$35,573.86
					Contingency 10%	\$71,147.71
					Public Improvement Total	\$818,198.67
					Letter of Credit at 110%	\$900,018.53

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16

Landscape unit costs based on Town of Parker landscape costs where applicable.

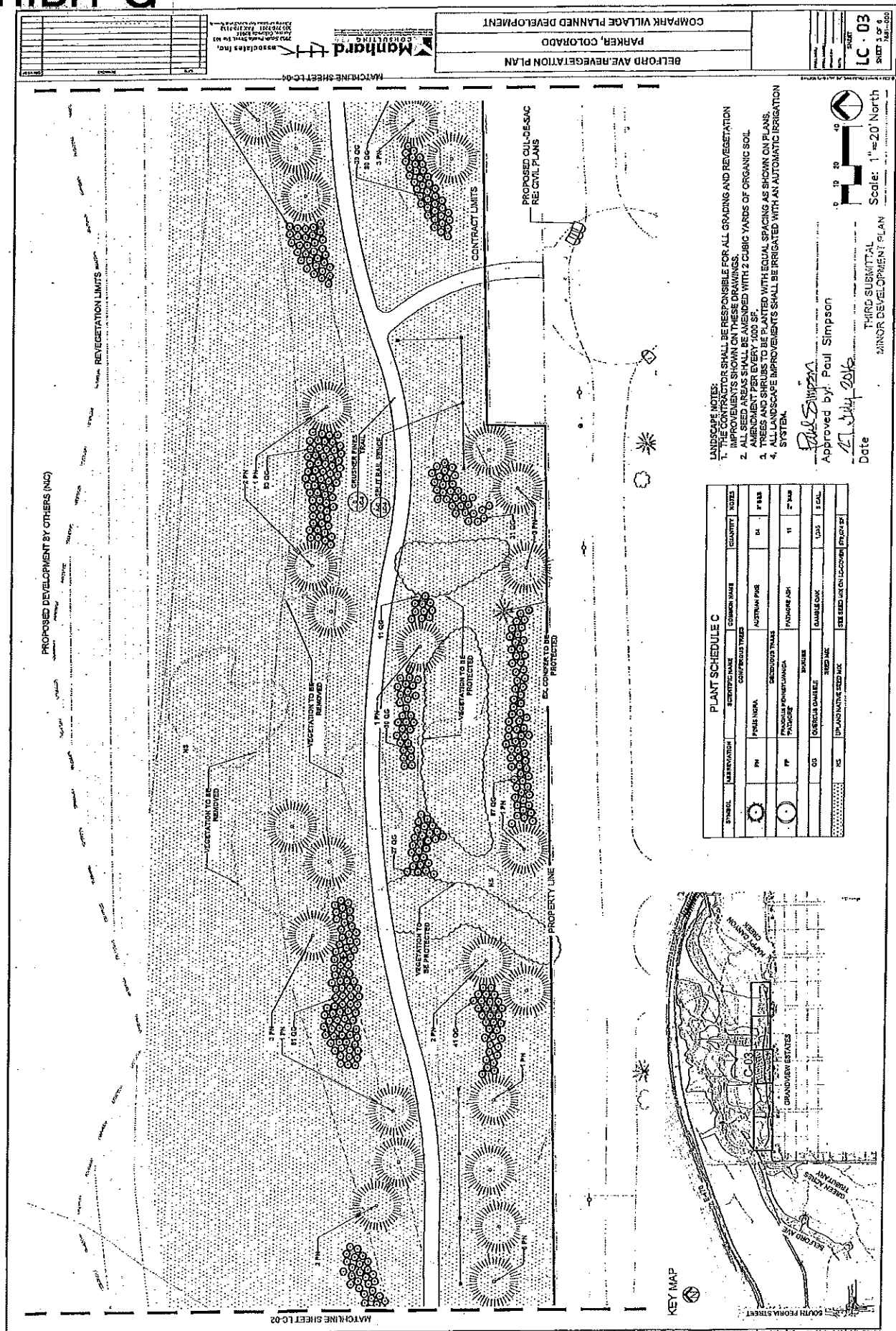
Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16
Landscape unit costs based on Town of Parker landscape costs where applicable.

PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16				Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
II	Green Acres Tributary					
A	Site Improvements					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	\$25.00	\$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	\$65.00	\$23,855.00
3	Concrete Columns		7	CY	\$700.00	\$4,900.00
4	Concrete Caps on Columns	-	8	EA	\$250.00	\$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	\$5.00	\$15,000.00
6	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	\$4.50	\$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	\$15.00	\$11,250.00
9	Concrete Curb at Culvert	-	250	LF	\$10.00	\$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	\$300.00	\$60,000.00
11	Lights/Light pole on Columns	-	8	EA	\$6,500.00	\$52,000.00
12	Recessed Lights on Columns	-	8	EA	\$500.00	\$4,000.00
13	Decorative Railing at Culvert	-	148	LF	\$125.00	\$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	\$125.00	\$25,500.00
15	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	\$1.00	\$40,329.00
					Subtotal	\$332,441.50
B	Revegetation Improvements					
1	Deciduous Trees	-	6	EA	\$560.00	\$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	\$0.65	\$36,173.80
3	Riparian Seed	-	55,652	SF	\$0.35	\$19,478.20
4	Native Turf	-	638,908	SF	\$0.35	\$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	\$3.00	\$3,333.00
6	Wetland Plugs in Ponds (3' O.C)	-	3,386	EA	\$3.00	\$10,158.32
					Subtotal	\$296,121.12
C	Irrigation					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	\$0.90	\$100,173.60
2	Irrigated Native Turf	-	638,908	SF	\$0.50	\$319,454.00
					Subtotal	\$419,627.60
					Total	\$1,048,190.22
					Total Exhibit F (GAT ONLY)	\$1,048,190.22
					TOTAL EXHIBIT F (GAT Only)	\$1,048,190.22
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	\$52,409.51
					Contingency 10%	\$104,819.02
					Public Improvement Total	\$1,205,418.75
					Letter of Credit at 110%	\$1,325,960.63

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT G



PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
○	PN	PRUNE NIPA	AUSTRIAN PINE	14	#135
○	PP	PRUNUS PENSILVANICA	PRUNELLA ASP.	11	#136
○	CS	QUERCUS DAMELI	QUERCUS DAMELI	135	#137
○	MS	SP. AND NATIVE SEED MIX	SEED MIX ON LOCATIONS	135	#138

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. ALL PLANTINGS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

Approved by: *Paul Simpson*
 Date: *17 July 2016*

THIRD SUBMITTAL
 MINOR DEVELOPMENT PLAN

Scale: 1"=20' North

Manhard
 CONSULTING
 200 South Pearl Street, Suite 100
 Denver, Colorado 80202
 Phone: (303) 733-1111
 Fax: (303) 733-1112
 Email: info@manhard.com

COMPARK VILLAGE PLANNED DEVELOPMENT
 PARKER, COLORADO
 BELFORD AVE. REVEGETATION PLAN

LC-03
 SHEET 1 OF 50
 DATE: 1/17/16

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark 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 Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. 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, related to the construction of the public improvements described herein. 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, the regulations of Douglas County, 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.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the "Annexation Agreement"), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July __, 2017, which was recorded on July __, 2017, at Reception No. 2017_____. 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.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, which was amended on March 20, 2017, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South (the "Project IGA"). The Project IGA includes the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

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 one hundred fifteen percent (115%) 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.

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

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 (the "Streetscape Improvements"). If

installation of Streetscape 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 "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape 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 Streetscape Security, in the exercise of its sole discretion, as the Streetscape 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 probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the 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 F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown on **Exhibit G**, which is attached hereto and incorporated by this reference.

e. Prior to probationary acceptance of the Public Improvements, the Developer shall pay to the Town Four Hundred Eighty-One Thousand Three Hundred Seventy-Eight and 50/100 Dollars (\$481,378.50), which payment is fifty percent (50%) of the cost to design and construct the improvements to Happy Canyon Creek adjacent to the property.

f. Prior to recordation of the final plat, the Developer shall pay to the Town One Hundred Twenty-Five Thousand Dollars (\$125,000) which is fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and Belford Avenue.

g. Prior to probationary acceptance of the Public Improvements, the Developer shall install a fire hydrant and approved emergency access barrier in the offsite emergency access cul-de-sac located at the north dead end of 1st Street.

5. Title Policy. A title commitment for the Property (the "Title Commitment") shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town and Douglas County 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 for the Property, 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, subject to the Project IGA. 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, subject to the Project IGA.

The Developer shall warrant any and all Public Improvements 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, subject to the Project IGA. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works, subject to the Project IGA. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance,

subject to the Project IGA. 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, subject to the Project IGA. 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, subject to the Project IGA. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

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, subject to the Project IGA.

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 October 31, 2019, 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, subject to the Project IGA. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d 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. 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, subject to the Project IGA.

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 cash security 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 cash 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 cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which 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 cash and approved the Financial Guarantee.

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 Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, 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 have actually 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 Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee 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 or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries.

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 or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries. 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 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. A homeowners' association, owners association or special district shall be created by the Developer to maintain and operate the drainage facilities, private streets, berms, trails, parks, open space, median improvements, landscaping, streetscapes or other private improvements and to assume all responsibilities therefor as shown on the final plat and/or the construction documents approved by the Director of Engineering/Public Works of the Town, 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 a copy to: Town of Parker
 Attn: Town Attorney
 20120 E. Mainstreet
 Parker, Colorado 80138

Notice to Developer: 470 Compark LLC
 C/O MPV Compark Management
 1001 Bannock St., Suite 240
 Denver, CO 80204
 Attn: Michael Vickers
 Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
 C/O Vickers Trusts
 1223 North Rock Road, Building H, Suite 100
 Wichita, KS 67206-1271
 Facsimile No.: (316) 636-2440
 Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
 Attn.: Jennifer L. Stenman
 16 Market Square, 6th Floor
 1400 16th Street
 Denver, CO 80202
 Facsimile: (303) 292-4510
 Jennifer.stenman@moyewhite.com

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: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A-1	Legal Description of the Compark Village South Filing No. 1 Property
Exhibit A-2	Legal Description of Douglas County Property (Belford Avenue Right-of-Way)
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Financial Guarantee Agreement
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Description of Existing Trees

EXHIBIT A-1

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

COMPARK VILLAGE SOUTH FILING NO. 1

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 TO BEAR NORTH 00°30'14" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 174.02 FEET ALONG SAID EAST LINE TO A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°06'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 247.09 FEET, THE CHORD OF WHICH BEARS SOUTH 69°57'12" WEST, A DISTANCE OF 246.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 74°30'20" WEST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 995.00 FEET, AN ARC LENGTH OF 858.38 FEET, THE CHORD OF WHICH BEARS SOUTH 49°47'28" WEST, A DISTANCE OF 832.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°04'36" WEST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°26'30", A RADIUS OF 1105.00 FEET, AN ARC LENGTH OF 972.81 FEET, THE CHORD OF WHICH BEARS SOUTH 50°17'51" WEST, A DISTANCE OF 941.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 75°31'06" WEST, A DISTANCE OF 200.51 FEET;
THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 319.15 FEET;
THENCE SOUTH 44°39'42" WEST, A DISTANCE OF 73.18 FEET TO A LINE 62.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 00°19'20" EAST, A DISTANCE OF 1,055.54 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 89°25'34" WEST, A DISTANCE OF 62.50 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 1,127.28 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF PEORIA STREET AS RECORDED JANUARY 8, 1998 IN BOOK 1500 AT PAGE 2361 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°40'40" EAST, A DISTANCE OF 51.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID PEORIA STREET;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 170.11 FEET ALONG LAST SAID EAST LINE;

SEE SHEET 2 OF 5



2006 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph: 303.706.0500 f: 303.706.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

SHEET

1 OF 5
00C.LCPKC3.03

EXHIBIT A-2

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 12.51 FEET;
THENCE SOUTH 45°20'18" EAST, A DISTANCE OF 71.90 FEET;
THENCE NORTH 89°39'42" EAST, A DISTANCE OF 284.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°10'56",
A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 584.14 FEET, THE CHORD OF WHICH BEARS NORTH
71°34'14" EAST, A DISTANCE OF 574.48 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
28°24'09", A RADIUS OF 995.00 FEET AN ARC LENGTH OF 493.24 FEET, THE CHORD OF WHICH BEARS
NORTH 39°16'41" EAST, A DISTANCE OF 488.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°04'36" EAST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°25'44",
A RADIUS OF 1,105.00 FEET, AN ARC LENGTH OF 953.28 FEET, THE CHORD OF WHICH BEARS NORTH
49°47'28" EAST, A DISTANCE OF 923.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74°30'20" EAST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°04'13",
A RADIUS OF 1,445.00 FEET, AN ARC LENGTH OF 279.19 FEET, THE CHORD OF WHICH BEARS NORTH
68°58'13" EAST, A DISTANCE OF 278.76 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1;

THENCE SOUTH 00°30'14" EAST, A DISTANCE OF 121.43 FEET ALONG LAST SAID EAST LINE TO THE
POINT OF BEGINNING.

CONTAINING 452,384 SQUARE FEET OR 10.3853 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE
ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING LLC



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303 708 0500 fx:303 708 0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

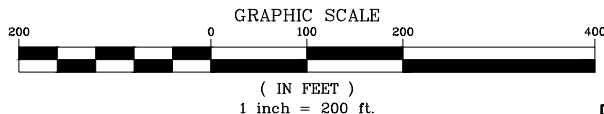
SHEET
2 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2

EAST QUARTER CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/3.25" ALUMINUM CAP
STAMPED "LS 16406, 1997"

EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 5 SOUTH, RANGE 67 WEST



$\Delta=11^{\circ}04'13''$
 $R=1445.00'$ $L=279.19'$
 $CH=N\ 68^{\circ}58'13''\ E\ 278.76'$

UNPLATTED

SOUTH LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST

$\Delta=49^{\circ}25'44''$
 $R=1105.00'$ $L=953.28'$
 $CH=N\ 49^{\circ}47'28''\ E\ 923.99'$

$\Delta=49^{\circ}25'44''$
 $R=995.00'$ $L=858.38'$
 $CH=S\ 49^{\circ}47'28''\ W\ 832.01'$

$N\ 74^{\circ}30'20''\ E\ 220.72'$
BELFORD AVENUE
452,384 S.F.±
10.3853 AC.±

$\Delta=9^{\circ}06'15''$
 $R=1555.00'$ $L=247.09'$
 $CH=S\ 69^{\circ}57'12''\ W\ 246.83'$

POINT OF COMMENCING
SOUTHEAST CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/2" ALUMINUM CAP
STAMPED "LS 28286, 2001"

NORTH LINE OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

UNPLATTED

TRACT A
FUTURE COMPARK VILLAGE
SOUTH FILING NO. 1
BELFORD AVENUE

$S\ 00^{\circ}30'14''\ E\ 121.43'$

TRACT J

POINT OF BEGINNING

TRACT L

LOT 1
BLOCK 6
GRAND VIEW
ESTATES

FIRST STREET

SEE SHEET 4

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

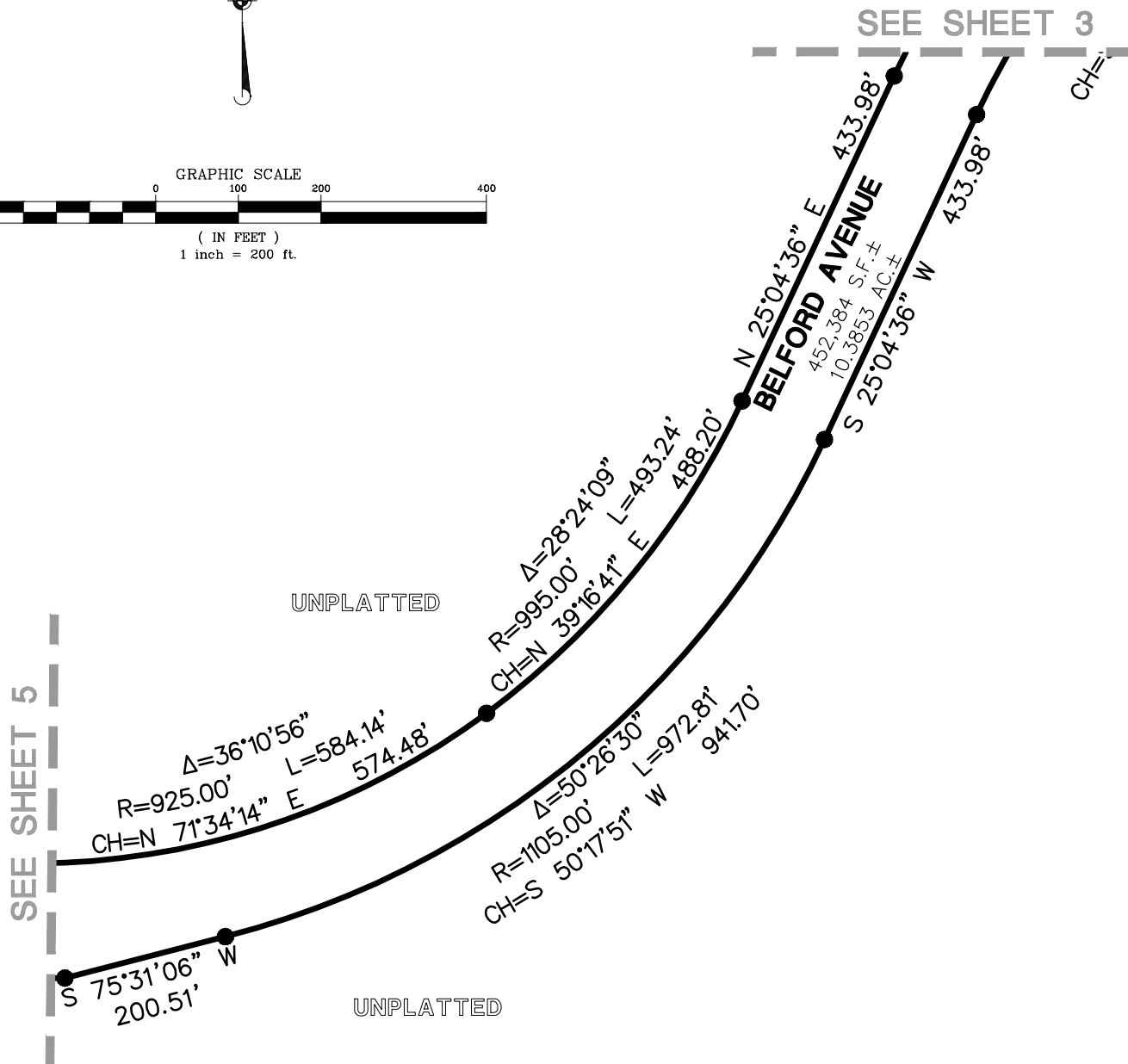
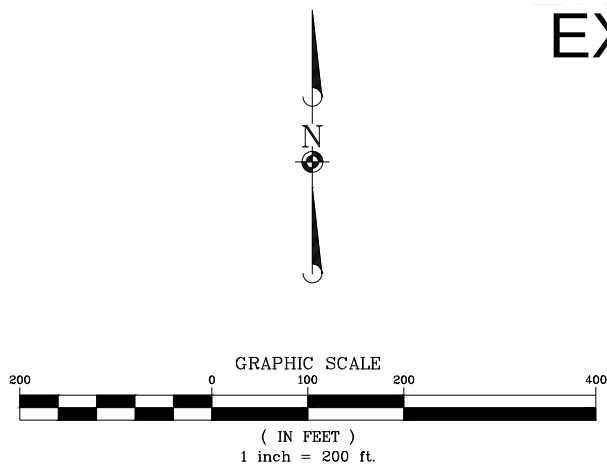
PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: 1" = 200'

SHEET

3 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg\Surv\Exhibits_Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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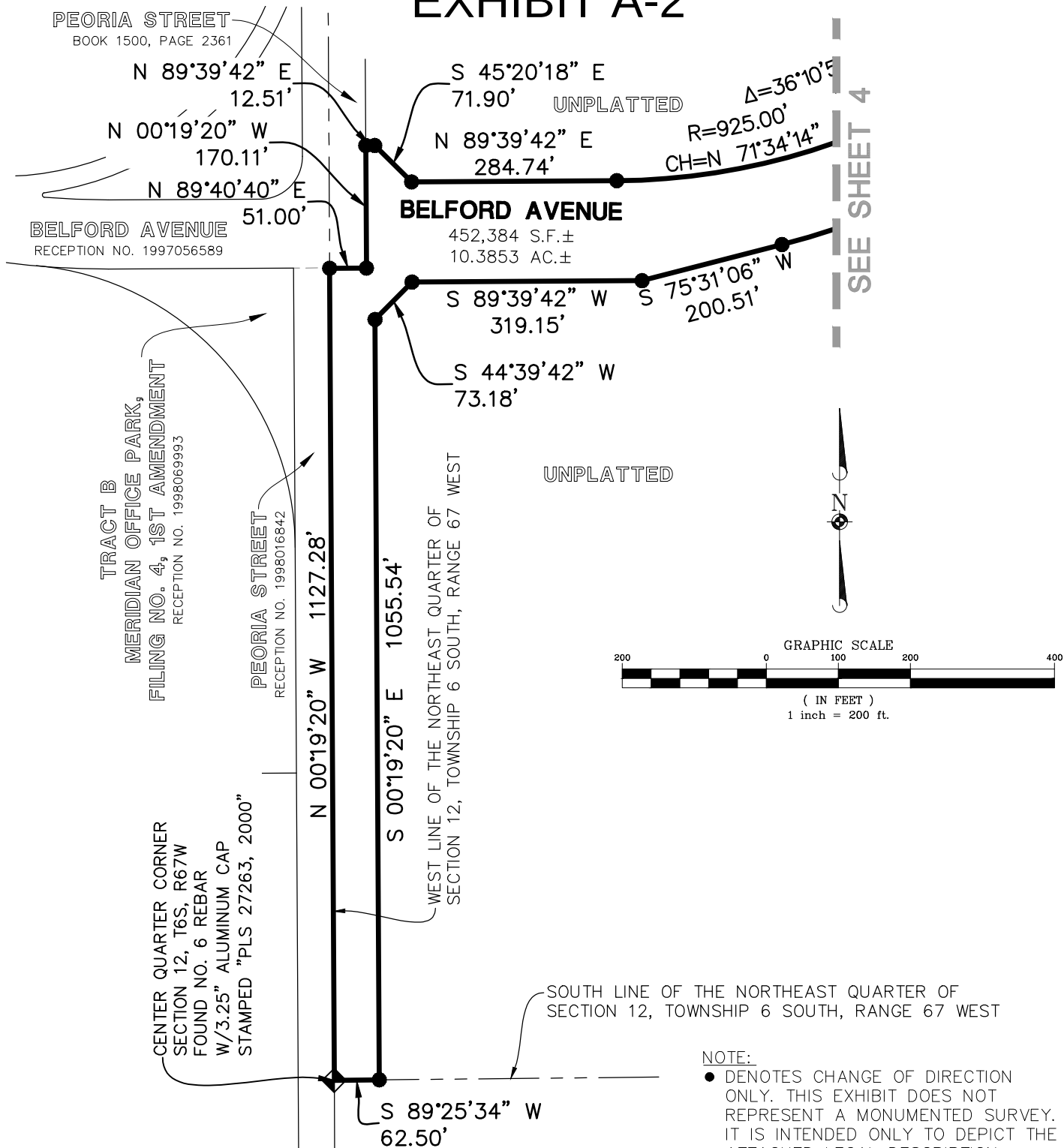
BELFORD AVENUE
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: 1" = 200'

SHEET
4 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave\dwg\Exhibits_Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



2006 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph: 303.708.0500 f: 303.708.0400 manhard.com
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Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: 1" = 200'

SHEET

5 OF 5
00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

LEGAL DESCRIPTION

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40–FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF HIGHWAY E–470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°44'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON–TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'08" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT–OF–WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

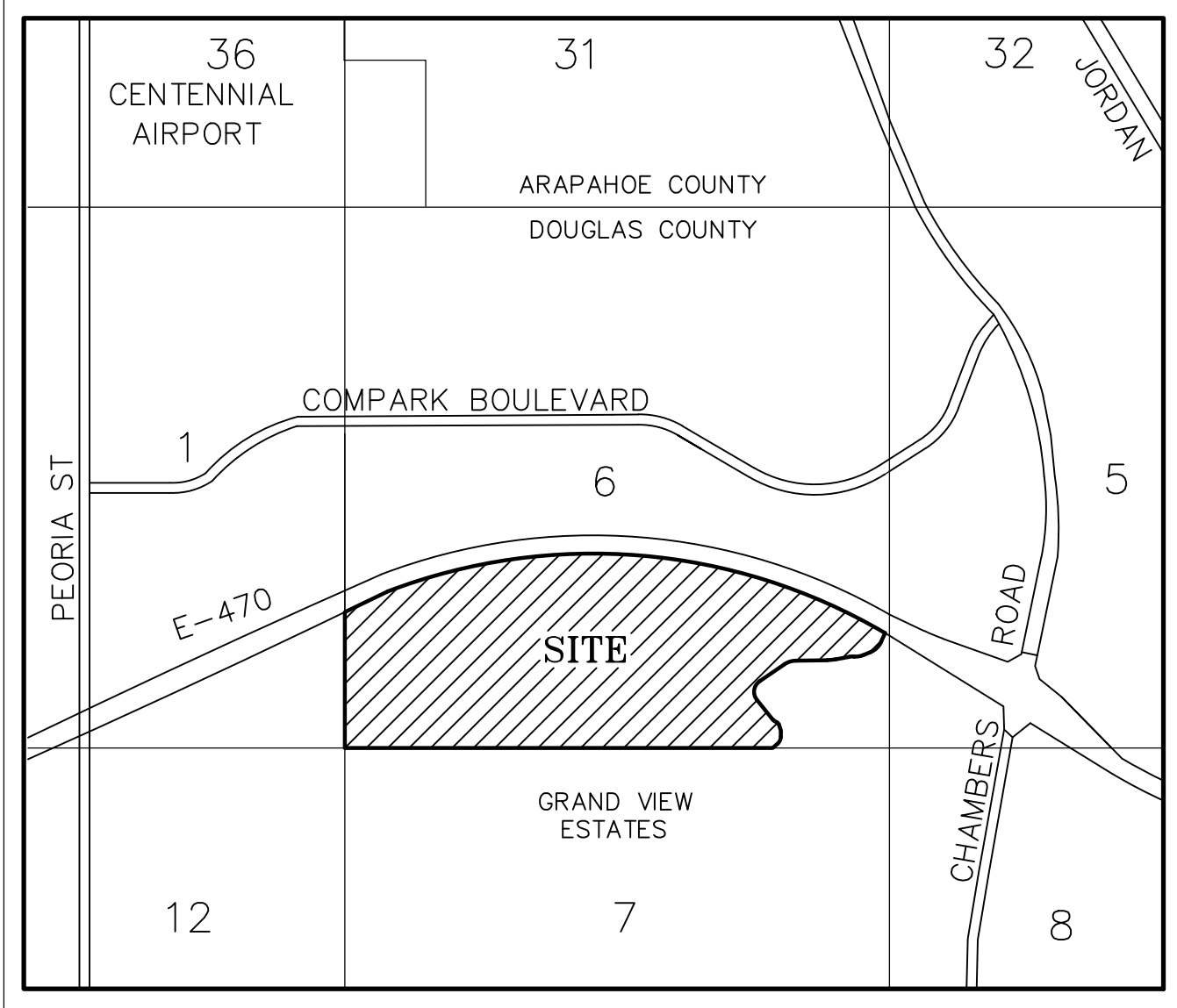
DEDICATION STATEMENT

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 THIRTEEN TRACTS, ONE STREET AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COMPARK VILLAGE SOUTH 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).



VICINITY MAP

(NOT TO SCALE)

TITLE VERIFICATION

WE, FIRST AMERICAN TITLE INSURANCE COMPANY – NCS, 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 DEDICATORS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS IDENTIFIED IN THE SCHEDULE B – SECTION 2 EXCEPTIONS OF THAT CERTAIN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 766290–A, WITH AN EFFECTIVE DATE OF JUNE 7, 2017 AT 5:00 P.M.

BY: _____ DATE: _____

TITLE: _____

SATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ AS _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY – NCS.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

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 OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U.S.C. § 531, et seq., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

SHEET INDEX

SHEET 1: COVER SHEET, LEGAL DESCRIPTION, NOTES & CERTIFICATES
SHEET 2: OWNERSHIP CERTIFICATES
SHEET 3: OVERALL BOUNDARY
SHEETS 4–5: DETAILED DESIGN SHEET

SURVEYOR'S CERTIFICATION

I, BRIAN J. PFOHL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE SOUTH FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 3RD DAY OF AUGUST, 2015, 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 28TH DAY OF JUNE, 2017.

BRIAN J. PFOHL
COLORADO PLUS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
8008 E. ARAPAHOE COURT, SUITE 110
CENTENNIAL, COLORADO 80112
(303) 708–0500



NOTES

1. 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.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS–OF–WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 766290–A WITH AN EFFECTIVE DATE OF JUNE 7, 2017 AT 5:00 P.M.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'14" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOODWAY AREA IN ZONE AE. SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND WHERE THE FLOODWAY OF THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE A. SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED; A PORTION OF THE SURVEYED PROPERTY IS LOCATED IN ZONE X. OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) – MAP NUMBERS 08035C0062G AND 08035C0066G, BOTH WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016.
8. A REGIONAL STORM WATER DETENTION AND WATER QUALITY POND FOR THE BENEFIT OF ALL TRACTS, WILL BE CONSTRUCTED ON TRACTS B AND J. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS B AND J, FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIP RAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
9. TRACTS A, C, G AND H ARE HEREBY ESTABLISHED AS PARCELS 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 TRACTS SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO STAKING, EARTHWORK, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED.
10. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS B, D, E, F, I, J AND K ARE TO BE CONVEYED SEPARATELY BY SEPARATE WARRANTY DEED TO BELFORD SOUTH METROPOLITAN DISTRICT, ANOTHER METROPOLITAN DISTRICT, ANOTHER QUASI–GOVERNMENTAL ENTITY OR OWNER'S ASSOCIATION.
11. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACT L IS TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO DOUGLAS COUNTY.
12. THE PRIVATE DETENTION FACILITIES PROPOSED IN THE ASSOCIATED CONSTRUCTION PLANS WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO "STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL". THE TOWN OF PARKER WILL BE NOT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
13. 470 COMPARK LLC/PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL AREAS OF RIGHT–OF–WAY DEDICATED BY THIS PLAT UNTIL THE ROADWAYS LOCATED WITHIN THEM HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE TOWN OF PARKER.

APPROVAL OF TOWN COUNCIL

THIS PLAT IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER. THE DEDICATIONS ARE HEREBY ACCEPTED.

FIRST STREET IS HEREWITH 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 GREEN ACRES SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 105460.

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 _____

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS _____ DAY OF _____,

20____ AT _____ O'CLOCK ____M. RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

DATE	REVISIONS	DRAWING BY
06/26/17	NEW TITLE COMMITMENT	GDP
09/02/16	ATTORNEY COMMENTS	BJP
09/01/16	NEW TITLE COMMITMENT	GDP
06/27/16	2ND SUBMITTAL COMMENTS	GDP
04/08/16	1ST SUBMITTAL COMMENTS	BJP

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

OWNER

OWNER: MICHAEL P. VICKERS

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS, AS AN AUTHORIZED SIGNATORY OF 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: ERNEST PETER ELZI, JR.

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY ERNEST PETER ELZI, JR. AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: THOMAS M. LIST

BY: THOMAS M. LIST, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT FOR THOMAS M. LIST.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

LAND USE SUMMARY TABLE

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,245,415	97.462	64.93%
PUBLIC RIGHT-OF-WAY	577,013	13.246	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	949,566	21.799	14.52%
DETENTION POND/DRAINAGE	760,131	17.450	11.62%
OVERALL SITE TOTAL:	6,539,185	150.119	100%

DEED OF TRUST HOLDER

KERS & CO., A KANSAS GENERAL PARTNERSHIP

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

SATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN AUTHORIZED SIGNATORY OF KERS & CO., A KANSAS GENERAL PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,063	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
C	835,866	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	229,596	5.271	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
E	52,423	1.203	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
F	339,128	7.785	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
G	988,095	22.688	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,809	2.406	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
J	32,068	0.736	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
K	223,406	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
M	204	0.005	OPEN SPACE (BELFORD SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)	MICHAEL P. VICKERS, ERNEST PETER ELZI, JR., THOMAS M. LIST
TOTAL	5,962,173	136.873		



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	DATE	REVISIONS
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	2ND SUBMITTAL COMMENTS	06/26/15	2ND SUBMITTAL COMMENTS
06/26/15	1ST SUBMITTAL COMMENTS	06/26/15	1ST SUBMITTAL COMMENTS

Manhard
CONSULTING LTD.
1800 E. Hampden Blvd., Suite 100, Denver, CO 80202
303.755.1100
Civil Engineers • Surveyors • Vision Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: BJP
DATE: 11/23/15
SCALE: N/A
SHEET
2 OF 5
00C.LCPKC3.03

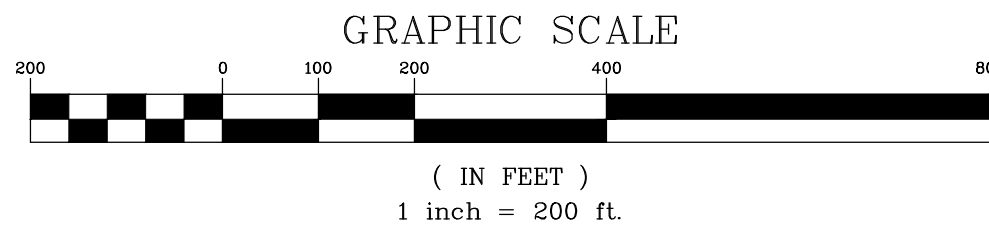
COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

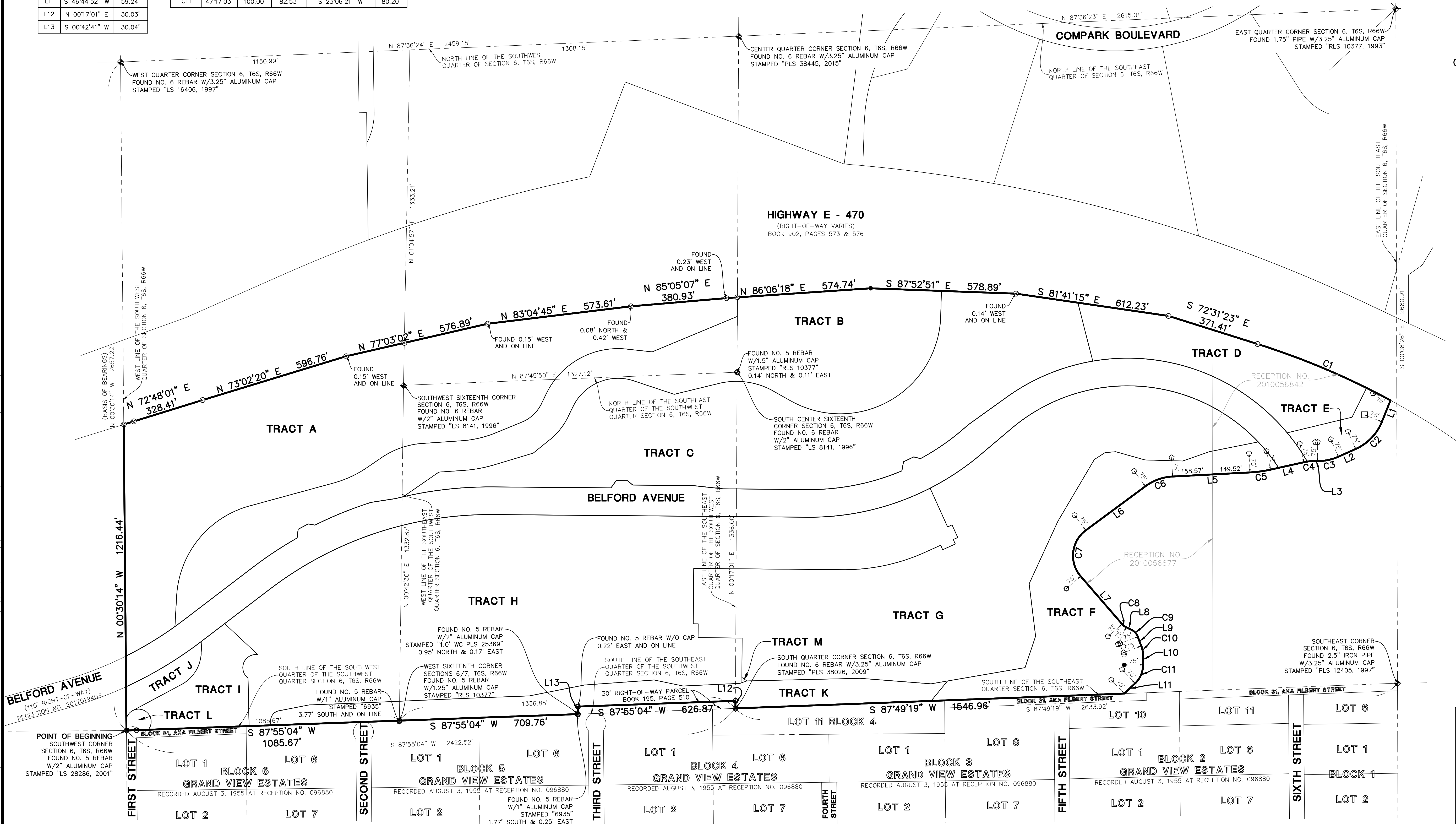
PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 65°54'15" W	75.57'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.09'
L6	S 53°32'56" W	294.75'
L7	S 40°54'16" E	251.99'
L8	S 64°10'58" E	23.43'
L9	S 20°41'38" E	39.38'
L10	S 00°32'10" E	40.51'
L11	S 46°44'52" W	59.24'
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'27"	3005.03'	574.70'	S 67°01'44" E	573.82'
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'



- LEGEND
- EX. PROPERTY LINE
 - - - EX. SECTION LINE
 - - - EX. LOT LINE
 - - - EX. FLOOD ZONE LIMITS
 - SECTION CORNER
 - FOUND NO. 5 REBAR AS NOTED
 - FOUND 1" PIPE
 - W/2.5" ALUMINUM CAP STAMPED "E470 RLS 10377"
 - FOUND NAIL & 0.75" BRASS DISC STAMPED "75" WC PLS 25369"
 - FOUND NO. 5 REBAR
 - W/2" ALUMINUM CAP STAMPED "75" WC PLS 25369"
 - SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	DESCRIPTION
08/08/17	1	NEW TITLE COMMITMENT
09/07/16	2	NEW TITLE COMMITMENT
06/07/16	3	2ND SUBMITTAL COMMENTS
04/09/16	4	1ST SUBMITTAL COMMENTS
		BJP

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303.733.8888
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Vernal Pool Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

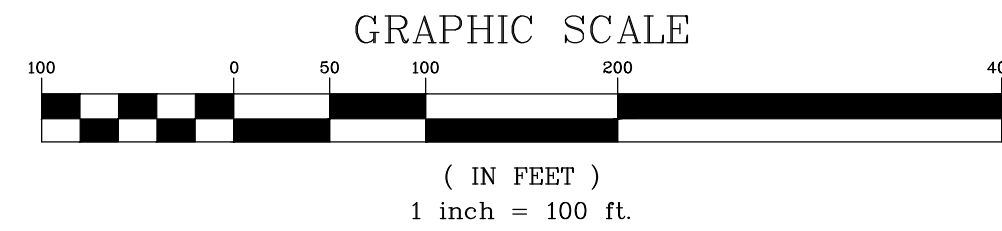
PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 200'

SHEET
3 OF **5**
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COMPARK VILLAGE SOUTH FILING NO. 1

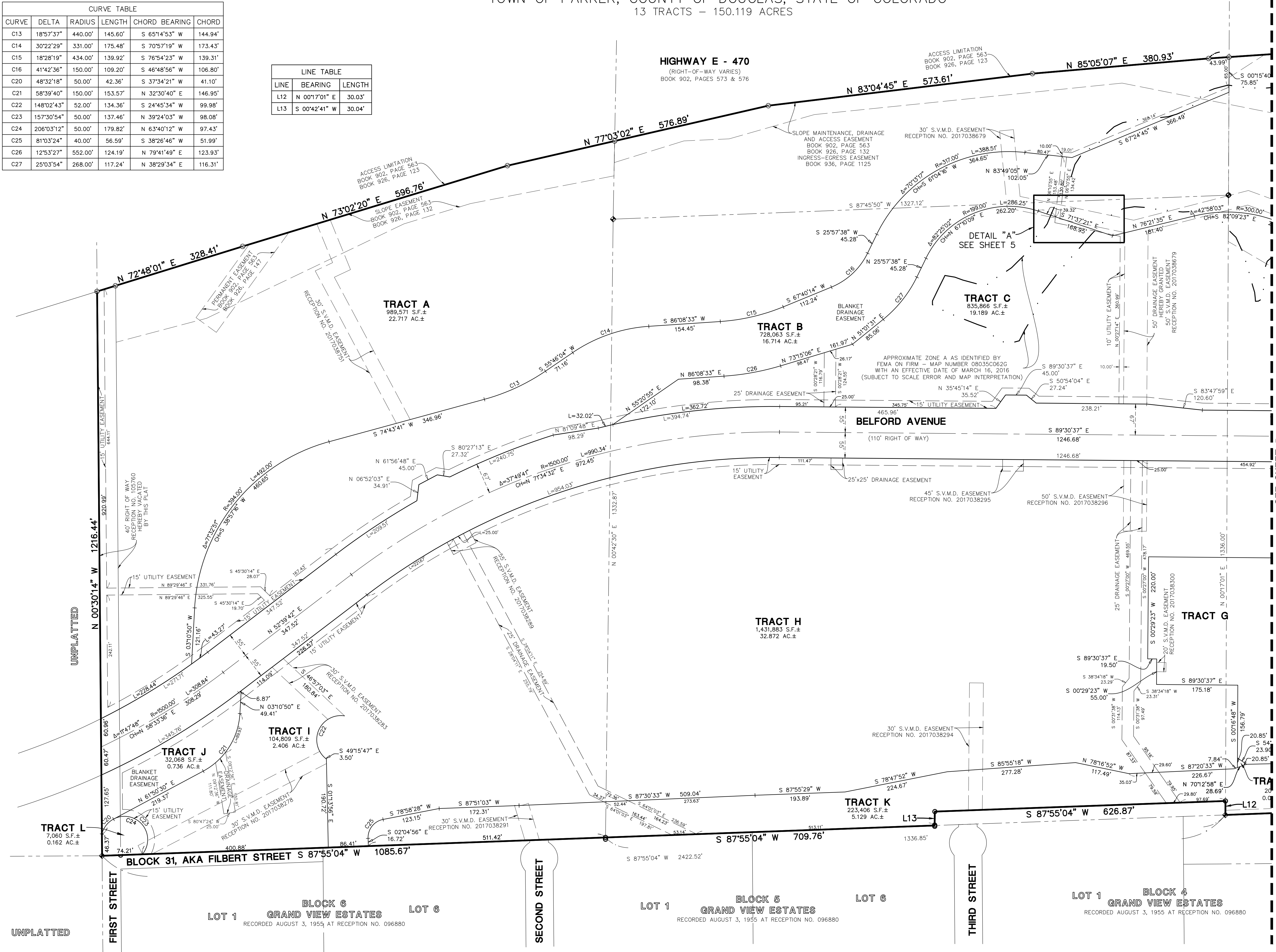
MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES

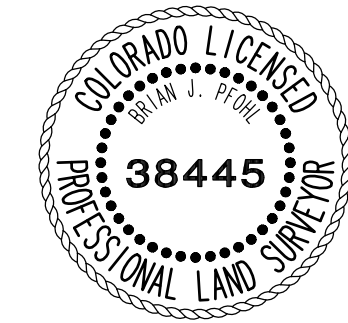


CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C13	18°57'37"	440.00'	145.60'	S 65°14'53" W 144.94'
C14	30°22'29"	331.00'	175.48'	S 70°57'19" W 173.43'
C15	18°28'19"	434.00'	139.92'	S 76°54'23" W 139.31'
C16	41°42'36"	150.00'	109.20'	S 46°48'56" W 106.80'
C20	48°32'18"	50.00'	42.36'	S 37°34'21" W 41.10'
C21	58°39'40"	150.00'	153.57'	N 32°30'40" E 146.95'
C22	148°02'43"	52.00'	134.36'	S 24°45'34" W 99.98'
C23	157°30'54"	50.00'	137.46'	N 39°24'03" W 98.08'
C24	206°03'12"	50.00'	179.82'	N 63°40'12" W 97.43'
C25	81°03'24"	40.00'	56.59'	S 38°26'46" W 51.99'
C26	12°53'27"	552.00'	124.19'	N 79°41'49" E 123.93'
C27	25°03'54"	268.00'	117.24'	N 38°29'34" E 116.31'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'



- LEGEND
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. FLOOD ZONE LIMITS
 - SECTION CORNER
 - FOUND NO. 5 REBAR AS NOTED
 - FOUND 1" PIPE
 - W/2.5" ALUMINUM CAP STAMPED "E470 RLS 10377"
 - FOUND NAIL & 0.75" BRASS DISC STAMPED "75" WC PLS 25369"
 - W/2" ALUMINUM CAP STAMPED "75" WC PLS 25369"
 - SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION



FOR AND ON BEHALF OF
MANHARD CONSULTING

Manhard CONSULTING LTD.

38445

PROFESSIONAL LAND SURVEYOR

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR

PROJ. ASSOC.: BJP

DRAWN BY: GDP/BJP

DATE: 11/23/15

SCALE: 1" = 100'

SHEET 4 OF 5

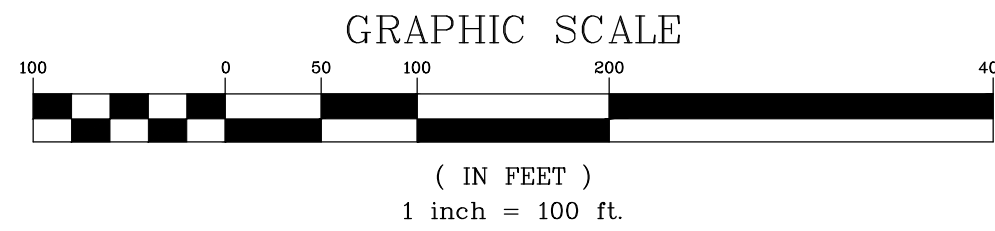
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COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

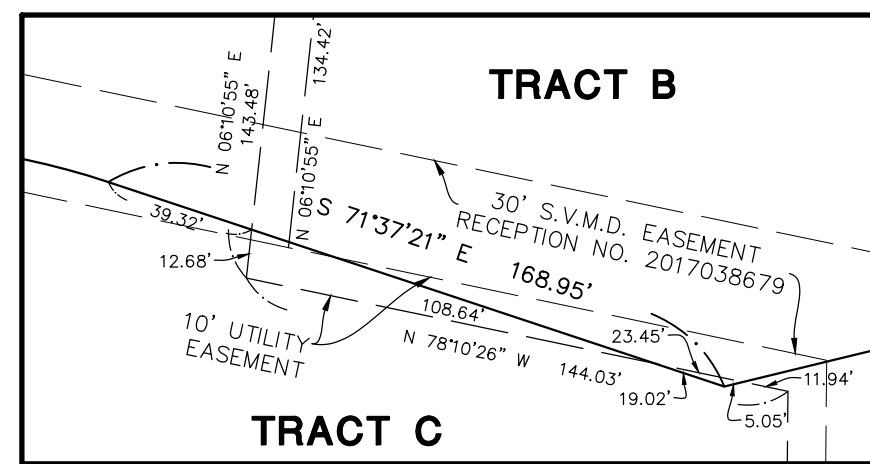
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PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



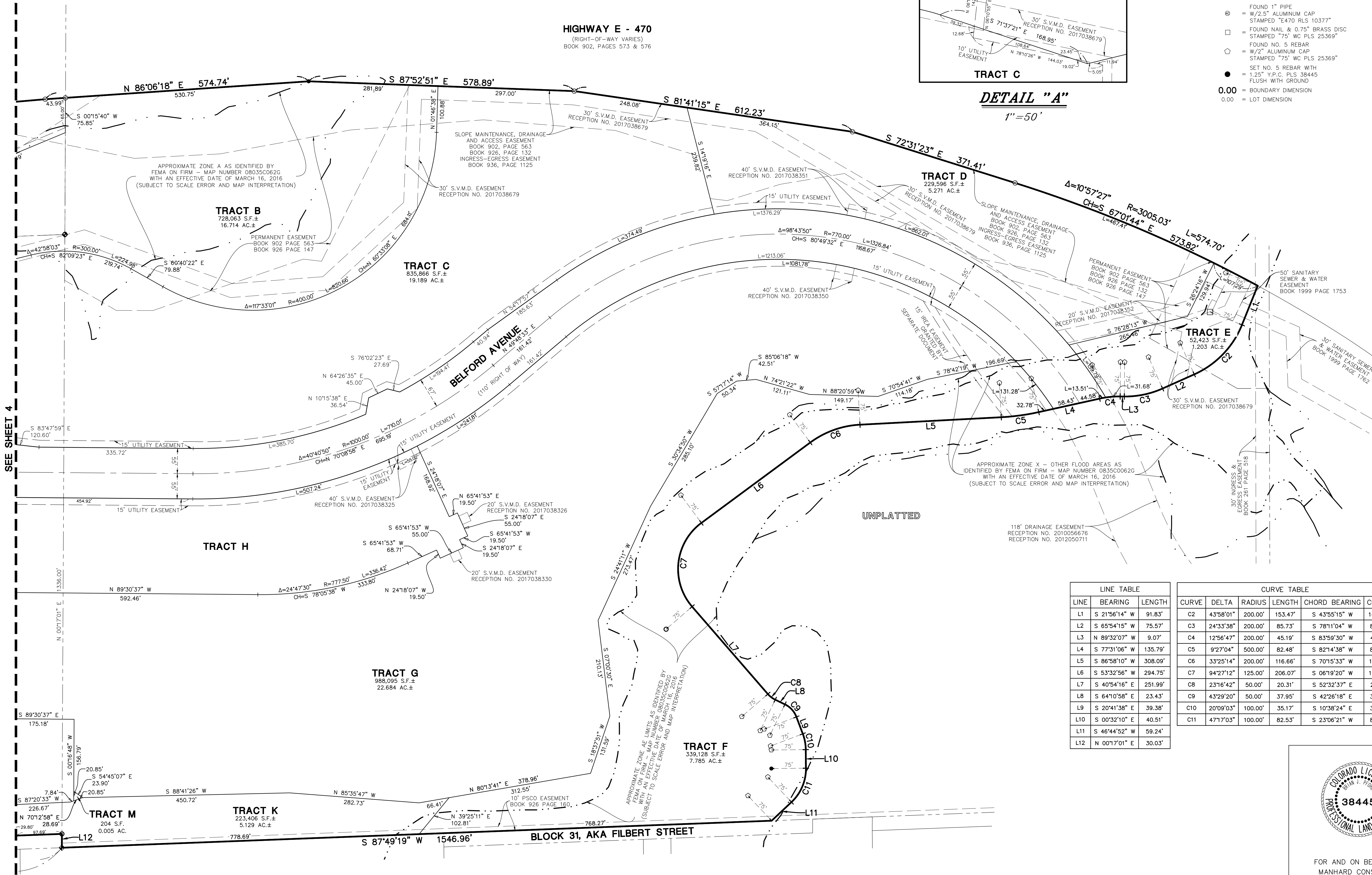
LEGEND

- EX. PROPERTY LINE
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STAMPED "75" WC PLS 25369"
- SET NO. 5 REBAR WITH
1.25" Y.P.C. PLS 38445
FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION



DETAIL "A"

1"=50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 65°54'15" W	75.57'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.09'
L6	S 53°32'56" W	294.75'
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L11	S 46°44'52" W	59.24'
L12	N 00°17'01" E	30.03'

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CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
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C4	12°56'47"	200.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
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C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
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C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS
08/08/17	NEW TITLE COMMITMENT & UTILITY EASEMENTS
09/07/18	NEW TITLE COMMITMENT & UTILITY EASEMENTS
06/27/16	2ND SUBMITTAL COMMENTS
04/09/16	1ST SUBMITTAL COMMENTS

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COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 100'
SHEET
5 OF 5
00C.LCPKC3.03

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE

November 21, 2017

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$7,773.52	\$54,415
2	Type-R Inlet - 15'	5	Each	\$8,837.89	\$44,189
3	Type C Inlet	2	Each	\$3,090.00	\$6,180
4	Type D Inlet	2	Each	\$3,621.23	\$7,242
5	18" RCP	121	L.F.	\$49.58	\$6,000
6	24" RCP	621	L.F.	\$72.54	\$45,049
7	30" RCP	288	L.F.	\$98.61	\$28,400
8	36" RCP	876	L.F.	\$98.61	\$86,384
9	42" RCP	608	L.F.	\$138.02	\$83,916
10	6' Manhole	3	Each	\$6,592.00	\$19,776
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$40,273.00	\$40,273
12	8' Diversion Bypass Manhole	1	Each	\$15,244.00	\$15,244
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$43,826.50	\$43,827
14	6' CDS3030-6-C Water Quality Structure	1	Each	\$37,904.00	\$37,904
15	24" FES	4	Each	\$2,074.80	\$8,299
16	30" FES	3	Each	\$2,296.26	\$6,889
17	36" FES	9	Each	\$2,798.59	\$25,187
18	42" FES	2	Each	\$2,884.00	\$5,768
19	Swale (5' Wide)	117	L.F.	\$1.80	\$211
20	Swale (12' Wide)	570	L.F.	\$1.85	\$1,057
21	Swale (17' Wide)	597	L.F.	\$2.63	\$1,568
22	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$61.80	\$72,306
23	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$72.10	\$4,110
24	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$258.07	\$11,355
25	Type L Rip Rap at FES	441	C.Y.	\$61.80	\$27,254

SUBTOTAL \$682,803

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$72.10	\$23,288
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$42.33	\$3,387
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$15.58	\$1,325
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$23.36	\$537
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$3,934.60	\$3,935
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$10,456.56	\$10,457
7	18" RCP	64	L.F.	\$49.58	\$3,173
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$61.80	\$494
10	Concrete Emergency Overflow Weir	1	Each	\$5,235.49	\$5,235
11	Detailed Pond Grading	1	Each	\$3,772.89	\$3,773

SUBTOTAL \$57,202

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$72.10	\$19,900
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$42.33	\$2,879
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$15.58	\$2,712
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$23.36	\$327
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$3,934.60	\$3,935
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$10,456.56	\$10,457
7	18" RCP	56	L.F.	\$49.58	\$2,777
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$61.80	\$494
10	Emergency Overflow Weir	1	Each	\$5,235.49	\$5,235
11	Detailed Pond Grading	1	Each	\$3,772.89	\$3,773

SUBTOTAL \$54,086

II. STREET IMPROVEMENTS**A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$9.89	\$74,358
2	Cattle Guard	1	Each	\$1,854.00	\$1,854
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.09	\$103,246
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$52.74	\$1,365,862
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.17	\$86,525
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.01	\$29,034
7	Delineator Posts @ 200' O.C.	16	Each	\$77.77	\$1,244
8	Signage	17	Each	\$669.50	\$11,382
9	Striping 8" White	6,000	L.F.	\$0.52	\$3,090
10	Skip Striping 4" White	493	L.F.	\$0.52	\$254
11	Striping 4" White	7,276	L.F.	\$0.52	\$3,747
12	Striping 4" Single Yellow	1,461	L.F.	\$0.52	\$752
13	Striping 4" Double Yellow	6,303	L.F.	\$0.52	\$3,246
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.52	\$196
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.52	\$31
16	Cross Pan	136	S.Y.	\$57.23	\$7,783
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,611.95	\$12,896
18	Collector Trench Drain	6,700	L.F.	\$15.71	\$105,240
19	Cleanouts	44	Each	\$360.70	\$15,871
20	Street Lights	12	Each	\$8,240.00	\$98,880
21	Std. Stock Fence	6,500	L.F.	\$3.19	\$20,755
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.38	\$71,988
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.09	\$7,904

SUBTOTAL \$2,026,137

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	\$5,150.00	\$5,150
2	REMOVAL OF BARRICADE	1	EA	\$515.00	\$515
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.06	\$5,982
4	REMOVAL OF SIGN PANEL	3	EA	\$72.10	\$216
5	REMOVAL OF GROUND SIGN	3	EA	\$92.70	\$278
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,240.00	\$8,240
7	REMOVAL OF FENCE	710	LF	\$8.24	\$5,850
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.30	\$13,895
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$16.48	\$11,684
10	REMOVAL OF LIGHT STANDARD	5	EA	\$412.00	\$2,060
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$566.50	\$2,833
12	REMOVAL OF PULL BOX	5	EA	\$257.50	\$1,288
13	REMOVAL OF INLET	1	EA	\$1,030.00	\$1,030
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.12	\$26,055
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.67	\$14,336
16	POTHOLING	24	HR	\$257.50	\$6,180
17	STOCKPILE TOPSOIL	1192	CY	\$2.67	\$3,180
18	TOPSOIL	491	CY	\$5.15	\$2,529
19	INLET PROTECTION	74	LF	\$10.30	\$762

20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,030.00	\$1,030
21	VEHICLE TRACKING CONTROL	2	EA	\$1,030.00	\$2,060
22	SILT FENCE	230	LF	\$2.06	\$474
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.06	\$1,380
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$206.00	\$2,060
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$180.25	\$2,028
26	RESET SIGN PANEL	3	EA	\$206.00	\$618
27	RESET PULL BOX	2	EA	\$927.00	\$1,854
28	MODIFY MANHOLE	4	EA	\$772.50	\$3,090
29	ADJUST VALVE BOX	4	EA	\$257.50	\$1,030
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$7,725.00	\$7,725
31	SEEDING (NATIVE)	1.5	AC	\$1,287.50	\$1,931
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,287.50	\$1,931
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$41.20	\$64,684
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$77.25	\$35,535
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$97.85	\$22,506
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.12	\$1,718
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$51.50	\$241,381
38	GROUTED RIPRAP (12 INCH)	50	CY	\$154.50	\$7,725
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,665.00	\$5,665
40	TRENCH DRAIN (PERFORATED)	555	LF	\$16.22	\$9,003
41	CONSTRUCTION FENCE	1155	LF	\$2.06	\$2,379
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.19	\$2,714
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$41.20	\$7,869
44	CONCRETE CURB RAMP	40	SY	\$154.50	\$6,180
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$16.48	\$5,801
46	VERTICAL CURB AND GUTTER	252	LF	\$14.16	\$3,569
47	MEDIAN CURB AND GUTTER	216	LF	\$14.16	\$3,059
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$20.60	\$13,287
49	DELINEATOR (TYPE I)	6	EA	\$25.75	\$155
50	COMMON TRENCH	50	LF	\$10.30	\$515
51	COMMON BORE	295	LF	\$15.45	\$4,558
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.12	\$1,792
53	PULL BOX (TYPE I)	1	EA	\$927.00	\$927
54	PULL BOX (TYPE II)	4	EA	\$824.00	\$3,296
55	SIGN PANEL (CLASS I)	123	SF	\$22.66	\$2,787
56	SIGN PANEL (CLASS II)	58	SF	\$30.90	\$1,792
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$18.54	\$2,280
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$29,870.00	\$29,870
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$36,050.00	\$72,100
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$39,140.00	\$39,140
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$927.00	\$9,270
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$927.00	\$10,197
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$669.50	\$1,339
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$927.00	\$1,854
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,034.00	\$32,136
66	OPTICOM GTT 762 CARD	2	EA	\$1,030.00	\$2,060
67	OPTICOM GTT 722 HEAD	2	EA	\$2,884.00	\$5,768
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,575.00	\$2,575
69	SANITARY FACILITY	1	EA	\$2,060.00	\$2,060
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$82.40	\$3,873
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$30.90	\$8,961
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$30.90	\$22,742
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,300.00	\$10,300
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$25,750.00	\$25,750
75	UTILITY RELOCATIONS	1	LS	\$154,500.00	\$154,500

SUBTOTAL \$1,024,947

III. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$16,291.94	\$16,292
2	18" RCP	11	L.F.	\$49.58	\$545
3	56' x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$80,260.69	\$80,261
4	4' x 22.5' RCBC Outlet	8	L.F.	\$2,413.29	\$19,306
5	42" x 6" Trickle Channel	15	L.F.	\$42.33	\$635
6	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$57.46	\$11,493
7	18" RCP FES w/ Cutoff Wall	1	Each	\$1,597.99	\$1,598
8	Grouted Boulder Outfall (2)	-		\$0.00	
	*Grading for Run Down	7,400	SF	\$0.41	\$3,049
	*4 oz. Fabric at Run Down	7,400	SF	\$0.39	\$2,896
	*4" Layer - Type 2 Bedding	130	TN	\$27.81	\$3,615
	*Grouted Boulders	1,100	TN	\$154.50	\$169,950
9	Outlet Headwall, Emergency Overflow Weir, Wing walls	1	Each	\$32,333.76	\$32,334
10	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$0.89	\$5,505
11	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$1.17	\$3,665
12	Architectural Box Culvert	1	Each	\$15,450.00	\$15,450
13	Wing walls for ABC	2	Each	\$36,050.00	\$72,100
14	Guard Rail	56	L.F.	\$123.60	\$6,922
15	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$341,960.00	\$341,960
16	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$98,880.00	\$98,880
17	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$29.80	\$18,534
18	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$29.80	\$12,545
19	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$29.80	\$8,224
20	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$29.80	\$64,721
21	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$29.80	\$7,151
22	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		\$0.00	
	*Grading for Run Down	3,340	SF	\$0.41	\$1,376
	*4 oz. Fabric at Run Down	3,340	SF	\$0.39	\$1,307
	*4" Layer - Type 2 Bedding	60	TN	\$27.81	\$1,669
	*Grouted Boulders	500	TN	\$154.50	\$77,250
23	Construct Grouted Boulder Drop Structures	6	Each	\$179,550.63	\$1,077,304

SUBTOTAL \$2,156,538

PUBLIC IMPROVEMENTS SUBTOTAL \$6,001,712

MOBILIZATION:

1	Mobilization @ 5%				\$300,086
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SURVEYING:

1	Surveying @ 3%				\$180,051
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$720,205
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CONTINGENCY:

1	Contingency @ 10%				\$600,171
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SUBTOTAL **\$1,800,514**

PUBLIC IMPROVEMENTS TOTAL **\$7,802,225**

LETTER OF CREDIT AT 110% **\$8,582,448**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated June __, 2017, concerning that certain real property known as Compark Village South Filing No. 1, which is more particularly described in Exhibits A-1 and A-2, which are attached to the Subdivision Agreement (collectively referred to as the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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. 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 the financial guarantee. 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 estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. 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 new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

5. 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.

6. 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.

7. 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.

8. 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, 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 (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. 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.

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

Notice to Developer: 470 Compark LLC,
C/O MPV Compark Management,
290 Fillmore Street, STE 2
Denver, CO 80206
Attn: Michael Vickers
Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
C/O Vickers Trusts
1223 North Rock Road, Building H, Suite 100
Wichita, KS 67206-1271
Facsimile No.: (316) 636-2440
Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
Attn.: Jennifer L. Stenman
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202
Facsimile: (303) 292-4510
Jennifer.stenman@moyewhite.com

11. 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.

12. 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 individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The

Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

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: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	Streetscape Improvements					
A	Belford Avenue Landscape					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	\$560.00	\$39,200.00
2	Ornamental Trees	2" cal.	60	EA	\$480.00	\$28,800.00
3	Evergreen Trees	8'	84	EA	\$690.00	\$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	\$27.00	\$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	\$17.00	\$6,001.00
5	Perennials	1 gal.	2,417	EA	\$12.00	\$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	\$0.85	\$16,099.00
7	Shrub Bed Prep	-	18,940	SF	\$0.15	\$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	\$0.50	\$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	\$0.35	\$187,112.10
					Subtotal	\$419,849.10
B	Irrigation					
1	Irrigated Turf	-	18,940	SF	\$0.90	\$17,046.00
2	Irrigated Native Turf	-	534,606	SF	\$0.50	\$267,303.00
3	Tree Irrigation	-	130	EA	\$5.00	\$650.00
4	Shrub Bed Irrigation	-	18,940	SF	\$0.35	\$6,629.00
					Subtotal	\$291,628.00
					Total	\$711,477.10
					Total Exhibit E	\$711,477.10
					Is There Mobilization	NO
					Surveying	NO
					Construction Management	\$35,573.86
					Contingency 10%	\$71,147.71
					Public Improvement Total	\$818,198.67
					Letter of Credit at 110%	\$900,018.53

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16

Landscape unit costs based on Town of Parker landscape costs where applicable.

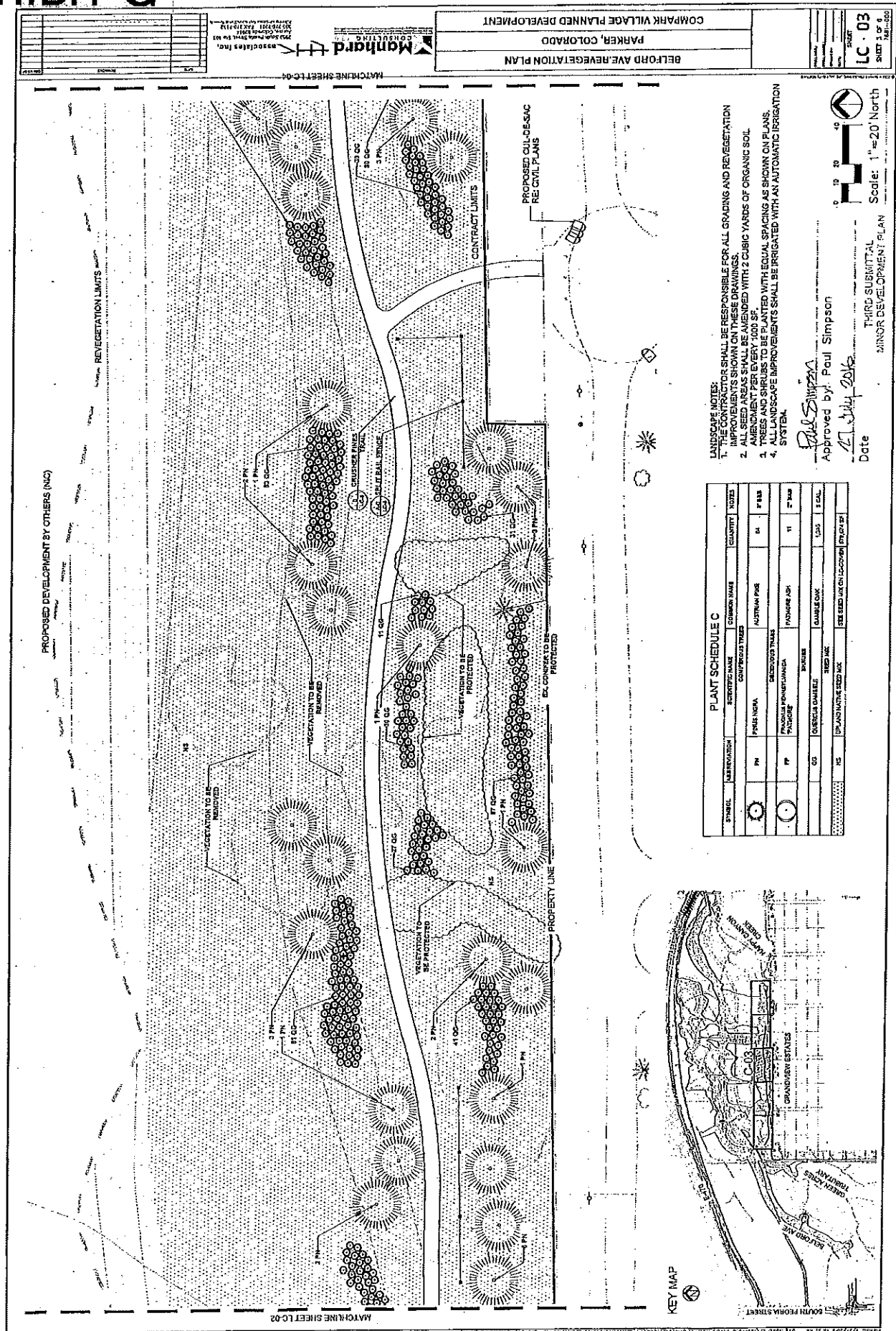
Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16
Landscape unit costs based on Town of Parker landscape costs where applicable.

PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16				Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
II	Green Acres Tributary					
A	Site Improvements					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	\$25.00	\$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	\$65.00	\$23,855.00
3	Concrete Columns		7	CY	\$700.00	\$4,900.00
4	Concrete Caps on Columns	-	8	EA	\$250.00	\$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	\$5.00	\$15,000.00
6	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	\$4.50	\$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	\$15.00	\$11,250.00
9	Concrete Curb at Culvert	-	250	LF	\$10.00	\$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	\$300.00	\$60,000.00
11	Lights/Light pole on Columns	-	8	EA	\$6,500.00	\$52,000.00
12	Recessed Lights on Columns	-	8	EA	\$500.00	\$4,000.00
13	Decorative Railing at Culvert	-	148	LF	\$125.00	\$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	\$125.00	\$25,500.00
15	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	\$1.00	\$40,329.00
					Subtotal	\$332,441.50
B	Revegetation Improvements					
1	Deciduous Trees	-	6	EA	\$560.00	\$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	\$0.65	\$36,173.80
3	Riparian Seed	-	55,652	SF	\$0.35	\$19,478.20
4	Native Turf	-	638,908	SF	\$0.35	\$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	\$3.00	\$3,333.00
6	Wetland Plugs in Ponds (3' O.C)	-	3,386	EA	\$3.00	\$10,158.32
					Subtotal	\$296,121.12
C	Irrigation					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	\$0.90	\$100,173.60
2	Irrigated Native Turf	-	638,908	SF	\$0.50	\$319,454.00
					Subtotal	\$419,627.60
					Total	\$1,048,190.22
					Total Exhibit F (GAT ONLY)	\$1,048,190.22
					TOTAL EXHIBIT F (GAT Only)	\$1,048,190.22
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	\$52,409.51
					Contingency 10%	\$104,819.02
					Public Improvement Total	\$1,205,418.75
					Letter of Credit at 110%	\$1,325,960.63

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT G



PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
○	PN	PRUNUS NICKA	AUSTRIAN PINE	14	#100
○	PP	PRUNUS PENSILVANICA	PENNSYLVANIA YEW	11	#100
○	GS	QUERCUS DAMELI	QUERCUS	145	#100
○	HS	SP. AND NATIVE SEED MIX	SEE SEED MIX ON LOCATIONS SHEET C-1		

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. ALL PLANTINGS SHALL BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

Approved by: Paul Simpson
 Date: 17 July 2016

THIRD SUBMITTAL
 MINOR DEVELOPMENT PLAN

Scale: 1"=20' North

Manhard CONSULTING
 200 South Pearl Street, Suite 100
 Columbus, Ohio 43215
 614.261.1111
 www.manhardconsulting.com

COMPARK VILLAGE PLANNED DEVELOPMENT
 PARKER, COLORADO
 BELFORD AVE. REVEGETATION PLAN

LC-03
 SHEET 1 OF 50
 17 JUL 2016



Request for Town Council Action

Date: December 11, 2017

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 17-064**
A Resolution to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 - Amendment 1, Through December 31, 2018

Department: Engineering, Alex Mestdagh

EXECUTIVE SUMMARY

The Developer of Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 is requesting an extension to the expiration date of the developments' Final Plats.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 on April 23, 2017. Per Town Code, a Developer has 90 days from the date of approval to record a plat and associated agreements before the approvals expire. The Developer has previously requested and received one extension of this expiration date, which extended this expiration date to December 21, 2017.

These two projects are dependent on the infrastructure required to be constructed with Compark Village South Filing No. 1. Filing No. 1 requires the construction of the major roadway, drainage, and utility improvements needed serve Filing No. 2 and Filing No. 2, Amendment No. 1, so these projects cannot move forward before Filing No. 1. As discussed in Agenda Item 9.B., Filing No. 1 has been approved but has not moved into construction, as permitting issues with the Army Corps of Engineers have delayed construction. The Developer has requested that the expiration dates for the Final Plats for Filing No. 2 and Filing No. 2, Amendment No. 1 be extended to December 31, 2018, matching the expiration date requested for Filing No. 1.

If this extension is not granted, the Developer will have until December 21, 2017 to record the Minor Development Plat and Subdivision Agreement before they expire.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 17-064

RECOMMENDED MOTION

I move to approve Resolution No. 17-064.

Compark Village South
Vicinity Map

Compark Village South
Filing No. 1 (Roadway,
Drainage, and Utility
Improvements

Douglas County

Town of Parker

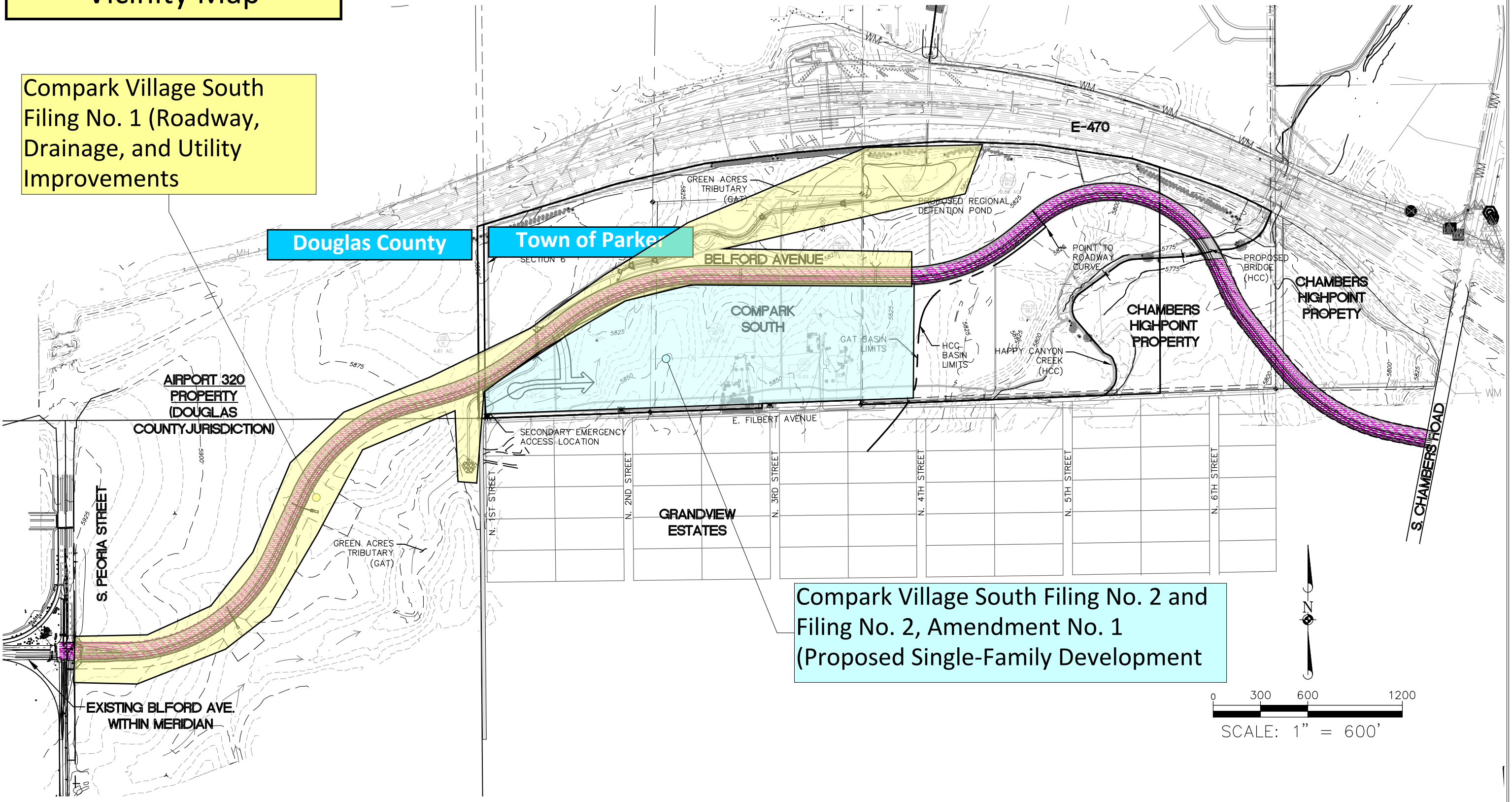
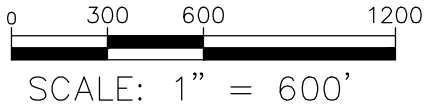
BELFORD AVENUE

COMPARK SOUTH

E. FILBERT AVENUE

GRANDVIEW ESTATES

Compark Village South Filing No. 2 and
Filing No. 2, Amendment No. 1
(Proposed Single-Family Development



RESOLUTION NO. 17-064, Series of 2017

TITLE: A RESOLUTION TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR COMPARK VILLAGE SOUTH FILING NO. 2 AND COMPARK VILLAGE SOUTH FILING NO. 2 – AMENDMENT NO. 1 THROUGH DECEMBER 31, 2018

WHEREAS, the Town Council of the Town of Parker approved the final plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 on April 23, 2017 (the “Final Plats”);

WHEREAS, Section 13.07.080(h)(1) of the Parker Municipal Code provides that the failure “to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval of the final plat “null and void;”

WHEREAS, Section 13.07.080(h)(2) of the Parker Municipal Code allows the Planning Director to grant “no more than one (1) extension of time, of no more than thirty (30) days . . .;”

WHEREAS, the Planning Director provided a 30-day extension of time on November 21, 2017;

WHEREAS, one hundred twenty (120) days will have passed since the approval of the Final Plats on December 21, 2017, and the property owner has not provided the Town with the “applicable security” required by Section 13.07.080(h) of the Parker Municipal Code;

WHEREAS, Belford Avenue, as described in Resolution No. 17.020.2, Series of 2017, which was approved contemporaneously with this Resolution, needs to be platted before the applicable security for the Final Plats will be provided to the Town;

WHEREAS, the owners of the real property subject to the Final Plats are requesting that the Town Council extend the expiration date of the Final Plats to December 31, 2018, which is the expiration date for the Minor Development Plat for Belford Avenue, as described in Resolution No. 17.020.2, Series of 2017;

WHEREAS, the expiration date of the Final Plats can only be granted by Town Council under Section 13.01.090 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

WHEREAS, the Town Council determines that the construction of Belford Avenue is in the public interest and desires to grant the extension of the expiration of the Final Plats, subject to the terms and conditions contained in 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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Final Plats through December 31, 2018, subject to Section 2 of this Resolution.

Section 2. The Town Council of the Town of Parker hereby determines that Section 1 of this Resolution is subject to Douglas County's approval of the Second Amendment to Intergovernmental Agreement between the Town and Douglas County, which amendment extends the commencement date of Belford Avenue Improvement Project from December 31, 2017, to December 31, 2018.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk