

TOWN OF PARKER COUNCIL AGENDA
September 16, 2019

Notes:

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

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

2. SPECIAL PRESENTATIONS

- A. Honorary Mayor for the Day -- Skylah Pratt**

3. PUBLIC COMMENTS (No action will be taken on these items.)

Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, town council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. 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 - August 12, 2019, August 19, 2019 and September 3, 2019***

B. E-470 Right-of-Way Northeast - Annexation and Zoning

Applicant: Town of Parker

Location: The subject property is part of the E-470 Right-of-Way (ROW) and is generally located north of Cottonwood Drive adjacent to the east and west borders of E-470 in unincorporated Douglas County

Department: Community Development Department, Carolyn Parkinson

TRAKiT No.: ANX19-008 and Z19-015

Second Reading: October 7, 2019

1. ORDINANCE NO. 2.273 - First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the E-470 Right-of-Way Northeast Property in Douglas County

2. ORDINANCE NO. 3.296.1 - First Reading

A Bill for an Ordinance to Amend Zoning Certain Property Within the Town of Parker, Colorado, Known as the E-470 Right-of-Way Northeast Property to PD-Planned Development District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

C. ORDINANCE NO. 13.109 - First Reading

A Bill for an Ordinance Amending Chapter 10.11 of the Parker Municipal Code Concerning Special Districts

Department: Town Attorney, Kristin Schledorn

Second Reading: October 7, 2019

D. ORDINANCE NO. 5.83 - First Reading

A Bill for an Ordinance to Add a New Chapter 6.07 to the Parker Municipal Code to Prohibit the Sale of Kratom

Department: Town Attorney, Kristin Schledorn

Second Reading: October 7, 2019

E. *COMPARK VILLAGE FILING NO. 4, Drainage Easements from Edge 470 Land LLC*

Department: Engineering/Public Works, Tyler Sandt

1. *RESOLUTION NO. 19-078
A Resolution Accepting the Conveyance of a Drainage Easement from Edge 470 Land LLC,
for a Part of Lot 1, Compark Village Filing No. 4, Amendment No. 1*
2. *RESOLUTION NO. 19-079
A Resolution Accepting the Conveyance of a Drainage Easement from Edge 470 Land LLC,
for a Part of Lot 2, Compark Village Filing No. 4, Amendment 1*
3. *RESOLUTION NO. 19-080
A Resolution Accepting the Conveyance of a Drainage Easement from Edge 470 Land LLC,
for a Part of Lot 3, Compark Village Filing No. 4, Amendment No. 2*

F. *COMPARK VILLAGE FILING NO. 4, Drainage Easements from Compark Land Company*

Department: Engineering/Public Works, Tyler Sandt

1. *RESOLUTION NO. 19-081
A Resolution Accepting the Conveyance of a Drainage Easement from Compark Land
Company, for a Portion of Tract D, Compark Village Filing No. 4*
2. *RESOLUTION NO. 19-082
A Resolution Accepting the conveyance of a Drainage Easement from Compark Land
Company, for a Portion of Tract E, Compark Village Filing No. 4*

G. *RESOLUTION NO. 19-083
A Resolution Approving the Form of Capital Fee Pledge Agreement Between Anthology West
Metropolitan District No. 6 and Anthology West Metropolitan District No. 5*

Department: Town Attorney, Kristin Schledorn

H. *RESOLUTION NO.19-084
A Resolution Approving the Form of First Amendment to Mill Levy Equalization and Pledge
Agreement By and Among Anthology West Metropolitan District No. 2, Anthology West
Metropolitan District No. 3, Anthology West Metropolitan District No. 4, Anthology West
Metropolitan District No. 5 and Anthology West Metropolitan District No. 6*

Department: Town Attorney, Kristin Schledorn

6. PUBLIC HEARINGS

A. COTTONWOOD HIGHLANDS FILING NO. 7 - Sketch and Preliminary Plans

Applicant: Lennar Homes, John Cheney
Location: South of Cottonwood Drive between Chambers Road and Jordan Road
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB18-037 and SUB18-045

B. LOT 1 O'BRIEN PARK

1. Site Plan Amendment - H2O'Brien Pool and Building Remodel

Applicant: Town of Parker
Location: H2O'Brien Parker
Department: Community Development, BrieAnna Simon
TRAKiT No.: SP19-049

2. H2O'Brien Pool and Building Remodel Project (CIP19-017)

Amount: \$2,753,720.33
Contractor: A.D. Miller Services, Inc.
Department: Engineering and Public Works, Bob Exstrom

7. ORDINANCES

A. ORDINANCE NO. 9.300 - Second Reading (Continued from 9-3-19)

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer

Department: Police, David King

B. ORDINANCE NO. 9.301 - Second Reading (To be continued to 10-7-19)

A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)

Department: Police, David King

8. RESOLUTIONS

RESOLUTION NO. 19-063

A Resolution of the Town Council Supporting an Increase in the Excise Tax on New Residential Development in the Town of Parker

Department: Town Attorney, Kristin Schledorn

9. PUBLIC COMMENT CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

September 16, 2019

“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. Moore water rights/Pine Curve Property
2. Intergovernmental Agreement with Douglas County-Dransfeldt Extension
3. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet)/Schoolhouse Property

“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. Colorado Revised Statute Section 31-31-12-106(1) (Enclave annexation)
5. Intergovernmental Agreements among Anthology West Metropolitan Districts
6. Article XIV of the Home Rule Charter of the Town of Parker (Citizen Initiative Committee Affidavit concerning the zoning for the real property commonly known as PACE Lot 2 and Pine Curve)

**TOWN OF PARKER
TOWN COUNCIL
SPECIAL MEETING
August 12, 2019**

Although a Special Meeting was scheduled for this date, it did not occur. Councilmembers who were at the August 12, 2019 Study Session were: Rivero, Poage, Lewis, Diak and Toborg; Williams was absent.

The only agenda item was the Executive Session which was moved to the next regular Town Council meeting.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 19, 2019**

Mayor Mike Waid called the meeting to order at 5:30 P.M. All Councilmembers were present.

John Diak reported on the meeting he and Joshua Rivero had with the representatives of the initiative committee.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24--6-402(4)(f) there were two (2) items, the first was Town Administrator Evaluation Process and the second was Town Attorney Evaluation Process; under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was to receive legal advice on specific legal questions concerning Chapter 2.05 of the Parker Municipal Code, concerning the possible unauthorized disclosure of confidential attorney-client privileged communications and/or confidential executive session communications and the second was to receive legal advice on specific legal questions concerning Benjamin Ramsey et. al. v. Town of Parker et. al., Civil Action No. 18-cv-1845-WJM-KLM.

Renee Williams moved and Debbie Lewis seconded to go into Executive Session at 6:02 P.M. to consider personnel matters, pursuant to C.R.S. § 24--6-402(4)(f) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) .

The motion was approved unanimously.

Joshua Rivero moved and Renee Williams seconded to continue the Executive Session at 6:25 P.M. without Councilmember Poage.

The motion was approved 4-2. (Poage and Tolborg voted no.)

Councilmember Poage left the meeting at 6:26 P.M. and returned to the meeting at 6:40 P.M.

Josh Rivero moved and Renee Williams seconded to come out of Executive Session at 6:56 P.M.

The motion was approved unanimously.

Mayor Waid reconvened the meeting at 7:03 P.M.

Youth from the audience led the Town Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

The following individuals stated they were not in favor of the Town's policy ordinance:

- * Michael Roueche - 11425 Regency Ct.
- * Louise Faulkner - 11410 Hilary Ct.

- * Terry Dodd - 11450 Marlborough Dr.
- * Joy Overbeck - 11962 E. Mann Creek Dr.

The following individuals spoke on other subjects:

- * R.J. O'Connor 19085 E. Oak Creek Pl. - lack of trust between the people and Council
- * Patty Pearson - 20117 E. Williamson Cir. - Too much growth.
- * Rob Owens - 20990 Omaha Ave. - thanked Council for all that they do.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

There were none.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 5, 2019*
- B. *ORDINANCE NO. 1.523.4 - First Reading*
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey
Second Reading: September 3, 2019
- C. *ORDINANCE NO. 5.75.2 - First Reading*
A Bill for an Ordinance to Amend Chapter 6.02 of the Parker Municipal Code Concerning Protection of Nonsmokers From Involuntary Exposure to Tobacco and Marijuana Smoke in Indoor Areas Open to the Public
Department: Town Attorney, Kristin Schledorn
Second Reading: September 3, 2019
- D. *ORDINANCE NO. 1.537 - First Reading*
A Bill for an Ordinance to Amend Chapter 2.06 of the Parker Municipal Code Concerning Municipal Campaign Finance Complaints
Department: Town Attorney, Kristin Schledorn
Second Reading: September 3, 2019
- E. *ORDINANCE NO. 9.300 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer
Department: Police, David King
Second Reading: September 3, 2019

- F. *ORDINANCE NO. 9.301 - First Reading*
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)
 Department: Police, David King
 Second Reading: September 3, 2019
- G. *ORDINANCE NO. 5.59.1- First Reading*
A Bill for an Ordinance to Amend Chapter 6.03 of the Parker Municipal Code Concerning Noise Regulations
 Department: Town Attorney, Kristin Schledorn
 Second Reading: September 3, 2019
- H. *RESOLUTION NO. 19-059*
A Resolution to Determine that the E-470 Right-of-Way Northeast Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for October 7, 2019
 Department: Community Development, Carolyn Parkinson
- I. *RESOLUTION NO. 19-062*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2019 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
 Department: Community Development, Bryce Matthews
- J. *RESOLUTION NO. 19-068*
A Resolution Accepting the Conveyance of a Traffic Signal Easement from Monarch Country Meadows, LLC, To Regulate Traffic at the Intersection of Hess Road and the Country Meadows Square Subdivision
 Department: Engineering and Public Works, Alex Mestdagh
- K. *CONTRACTS OVER \$100,000*
2019 Townwide Slurry/Chip Seal Program (CIP19-005) Contract Modification
 Amount: \$180,000.00
 Contractor: Vance Brothers, Inc
 Department: Engineering and Public Works, Danny Smith

Joshua Rivero moved and Renee Williams seconded the motion to approve Consent Agenda Items 4A through 4K.

The motion was approved unanimously.

ORDINANCES

A. SALE OF PINE CURVE PROPERTY

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

Resolution No. 19-075 provides a factual summary of the history of the Pine Curve Property and PACE Lot 2, supporting the future sale of those properties.

At the study session on August 12, 2019, Town Council discussed a draft of this resolution. Revisions were made in accordance with the feedback received from Town Councilmembers at that study session. No additional comments or edits were received.

The purpose of Ordinance No. 1.536 was for the Town Council to consider a purchase and sale agreement for real property owned by the Town, which is commonly referred to as the Pine Curve Property.

At the March 18, 2019 Town Council meeting, the Town Council approved a broker listing agreement between the Town and NavPoint Real Estate Group, LLC, for real property owned by the Town, including Pine Curve Property (the "Listing Agreement"). Under the Listing Agreement, the Pine Curve Property was listed for sale in the amount of \$5,793,331 (\$5.50/sf). The Town received the purchase and sale agreement signed by UDCC Miller, LLC (the "Buyer"), with a purchase price of \$5.00 per square foot (the "Agreement"). The Agreement now excludes 30% of the gross square feet of the regional detention pond on the Pine Curve Property as it is ultimately configured on the Minor Development Plat, with the remaining 70% of the gross square feet of the regional detention pond to be included in calculating the purchase price.

Applicant

Steve Shopler, 6900 E. Belleview, Greenwood Village, advised that they have been very interested in the property for a number of years and the My Mainstreet project excited them. He also named the many properties they have developed in the state.

Public Comment

The following individuals were in support of Pine Curve Development:

- *Shelli Mango - DBA, 8632 Thunderbird Rd. (unincorporated Douglas County)
- *Kris Schnell, 5654 E. Pine (unincorporated Douglas County)
- *Christina Guertin, 11975 Blackwell Way
- *Susan Bertocchi, 10212 Cherrywood Dr. (unincorporated Douglas County)
- *David Casiano, 21541 Omaha Ave.
- *Mark Hall - 16383 Prairie Farm Cir.
- *Dennis Husperni, 10841 S. Crossroads Dr.
- *Dave Chung, 11301 Mesa Verde Pl.
- *Therese Hawkins-Garceu, 10287 Canara Terrace
- *Tim Casey, 11337 Tumbleweed Way
- *Tony Mango, 8632 Thunderbird Rd. (unincorporated Douglas County)

- *Todd Hendreks, 21351 White Ash Ct.
- *Bradley Trede, 6497 Mountain Manor Ct. (unincorporated Douglas County)
- *Karen Lee, 9263 E. Wild Elk Pl., maybe for it if she can help plan it. (unincorporated Douglas County)
- *Rob Owens, 20990 Omaha Ave.

The following individuals were not in support of Pine Curve development:

- *Jennifer Green - 10920 Parker Vista Rd.
- *Aleta Yow - 18140 French Creek Dr.
- *Joy Overbeck - 19692 E. Mann Creek Dr.
- *Terry Dodd - 11450 Marlborough Dr.
- *Betty Pearson - 20117 E. Williamson Dr.
- *R.J. O'Connor - 19085 E. Oak Creek Pl.
- *Ron Faulkner - 11410 Hilary Ct.
- *Louise Faulkner - 11410 Hilary Ct.
- *Melanie Batizy - 20315 Vista Cir.
- *Mary Lou Carter - 20313 Vista Cir.
- *Mary S. Lopez - 11162 Cambridge Ct
- *Mike j. Roueche - 11425 E. Regency Ct.
- *Al Thompson - 11198 Cambridge Ct.
- *Jim Dudley - 7769 Ponderosa Lane (unincorporated Douglas County)

Town Council discussion followed.

Town Attorney Jim Maloney read 6.4 of the purchase and sale agreement.

1. RESOLUTION NO. 19-075

A Resolution of Intent to Sell the My Mainstreet Parcels Including the Pine Curve Property and Pace Lot 2

Joshua Rivero moved to approve Resolution No. 19-075.

Renee Williams seconded the motion.

The motion was approved unanimously.

2. ORDINANCE NO. 1.536 - Second Reading

A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and UDC Miller, LLC, Concerning the Property Known as the Pine Curve

Jeff Toborg moved to delay approving Ordinance No. 1.536 until after October 9, 2019.

Cheryl Poage seconded the motion.

The motion failed 2-4. (Rivero, Diak, Lewis and Williams voted no.)

Joshua Rivero moved to approve Ordinance No. 1.536 on second reading.

The motion was approved 4-2. (Poage and Toborg voted no.)

THERE WAS A FIVE (5) MINUTE RECESS AT 9:33 P.M. THE MEETING RESUMED AT 9:45 P.M.

B. ORDINANCE NO. 9.299 - Second Reading

A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resources Officers

Department: Police, David King

9:38 P.M.

The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County School District to make available police officers to function as school resource officers (SROs) at Legend High School and Sierra Middle School. The school resource officers additionally provide services to include law enforcement, counseling and education to Cimarron Middle School located adjacent to Legend High School.

A school resource officer is a commissioned, sworn law enforcement officer, not a "security guard." SROs carry all the same equipment they use on any other law enforcement assignment.

Under the IGA between Parker and Douglas County School District, the cost for each SRO is shared as a 50-50 split. The split includes salary (which can vary based on where the officer is within the department's step pay plan) and benefits for each officer required under the agreement.

Costs incurred by the Town for school related sporting events or activities are paid by the School District under separate billing. Each SRO is allowed up to ninety (90) hours of overtime for school sanctioned events per school year.

Since first reading, the IGA has been amended to provide that one-half of the equipment costs for each SRO (\$7,500) and all costs of attendance by the SROs at the NASRO conference will be paid by the District. Additional changes were made to Section 5 to specify the rate for attendance at sporting events or activities will be one and a half times the current rate of pay.

Public Comment - None

Jeff Toborg moved to approve Ordinance No. 9.299 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

A. CHAMBERS ROAD ANNEXATIONS and ZONINGS

Department: Community Development, Stacey Nerger

9:42 P.M.

The Town proposes to annex a portion of the Chambers Road Right-of-Way (ROW) located between Mainstreet and Heirloom Parkway as required by an Intergovernmental Agreement with Douglas County. In addition, the Town proposes to annex and zone several small properties that are not ROW. The areas to be annexed and zoned will require five (5) separate annexations and three (3) separate zoning designations as summarized below.

Annexations

*Chambers Road ROW consisting of three (3) serial annexations.

*Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor extending from the east side of Chambers Road to the current western limit of the Town.

*Town-owned Tract P which is a remnant of the Meridian International Business Center Planned Development. Tract P can be annexed by ordinance without public hearing because it is Town-owned and not ROW.

Zoning

*Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor outside of the Chambers Road ROW to be zoned PF-Public Facility District.

*A portion of property located north of the PSCo property and outside of the Chambers Road ROW to be zoned OS-Open Space District

*Tract P of Meridian International Business Center Planned Development, which is located at the northeast corner of Chambers Road and Mainstreet to be zoned Newlin Crossing Planned Development.

*Tract D located south of Mainstreet on the east side of Chambers Road was annexed as part of the Newlin Crossing Planned Development but not zoned. It is proposed to be zoned OS-Open Space District.

The Town is also proposing a Subdivision Exemption Plat for the intersection of Chambers Road and Mainstreet to dedicate ROW and create a legal parcel for Tract D south of Mainstreet and east of Chambers Road.

Resolutions that set forth findings of fact and conclusion as to the eligibility of the annexations were processed concurrently with the ordinances.

The Planning Commission held a public hearing on August 8, 2019 and recommended that Town Council approve the proposed annexation and zoning.

Public Comment - None.

The Public Hearing was closed at 9:54 P.M.

CHERYL POAGE MOVED AND RENEE WILLIAMS SECONDED THE MOTION TO CONTINUE THE MEETING AFTER 10:00 P.M.

THE MOTION WAS APPROVED UNANIMOUSLY.

1. ORDINANCE NO. 2.268 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Mainstreet Tract P Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.268 on second reading.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

2. RESOLUTION NO. 19-071

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road and Public Service of Colorado Right-of-Way Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 19-071.

Renee Williams seconded the motion.

The motion was approved unanimously.

3. ORDINANCE NO. 2.269 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.269 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

4. RESOLUTION NO. 19-072

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 1 Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 19-072.

Renee Williams seconded the motion.

The motion was approved unanimously.

5. ORDINANCE NO. 2.270 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 1 Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.270 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

6. RESOLUTION NO. 19-073

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 2 Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 19-073.

Renee Williams seconded the motion.

The motion was approved unanimously.

7. ORDINANCE NO. 2.271 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 2 Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.271 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

8. RESOLUTION NO. 19-074

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 3 Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 19-074.

Renee Williams seconded the motion.

The motion was approved unanimously.

9. ORDINANCE NO. 2.272 - Second Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of
Contiguous Unincorporated Territory Known as the Chambers Road No. 3
Property in Douglas County

Joshua Rivero moved to approve Ordinance No. 2.272 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

10. RESOLUTION NO. 19-067
A Resolution to Exempt Certain Real Property Commonly Known as Mainstreet
and Chambers East Subdivision Filing No. 1 from the Definition of Subdivision
and Subdivided Land as Contained in the Town of Parker Land Development
Ordinance

John Diak moved to approve Resolution No. 19-067.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

11. ORDINANCE NO. 3.347 - Second Reading
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker,
Colorado, Known as the Chambers Road and Mainstreet Tract P Property to PD-
Planned Development District Pursuant to the Town of Parker Land Development
Code and Amending the Zoning Ordinance and Map to Conform Therewith

John Diak moved to approve Ordinance No. 3.347 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

12. ORDINANCE NO. 3.348 - Second Reading
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker,
Colorado, Known as the Chambers Road and Public Service Company of
Colorado Right-of-Way Property to PF-Public Facilities District Pursuant to the
Town of Parker Land Development Code and Amending the Zoning Ordinance
and Map to Conform Therewith

John Diak moved to approve Ordinance No. 3.348 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

13. ORDINANCE NO. 3.349 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Tract T Property to OS-Open Space District pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

John Diak moved to approve Ordinance No. 3.349 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

14. ORDINANCE NO. 3.350 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Mainstreet and Chambers East Tract D Property to OS-Open Space District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

John Diak moved to approve Ordinance No. 3.350 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. HESS RANCH

Applicant: JEN Colorado 18, LLC
Location: West of Crowfoot Valley Road between Stroh Road and Chambers Road
Department: Community Development, Paul Workman
TRAKiT Nos.: SUB18-049, SUB18-051, and Z18-027

10:02 P.M.

The applicant owns the majority of the property that constitutes the Hess Ranch Planned Development and proposes to amend the Hess Ranch Development Guide and Plan. The proposed amendment to the Development Guide and Plan would accommodate the applicant's Segment 1 (Phase 1) development and implement zoning revisions required by the Partial Waiver Resolution approved by the Town Council in May 2019.

The major proposed amendments to the Development Guide and Plan may be summarized as follows:

1. Amend the boundaries of Planning Areas 6, 7, 8, 9, 21 and 25 in Segment 1 of the Hess Ranch Planned Development to support improved design.
2. Update the lot size standards for attached housing in those Planning Areas of the Hess Ranch

Planned Development that permit this housing type for clarity and to address market demand.

3. Rezone Planning Area 9 at the intersection of Crowfoot Valley Road and Stroh Road from MU Mixed-Use to Residential SFe because the topography limits its viability or commercial use.

4. Implement the Council approved Partial Waiver Resolution requirement for commercial use on a minimum one-third (1/3) of the developable land in MU Mixed-Use Planning Areas 3,4, 12, and 14.

The applicant also requested Sketch and Preliminary Plat approval to create right-of-way (ROW) for Stroh Road, Chambers Road and Spirit Trail Boulevard; drainage tracts associated with the ROW; and unbuildable tracts that will be replatted in the future for development purposes. The approval of the Sketch and Preliminary Plats will allow the applicant to create a Final Plat for the ROW and tracts to begin construction of the Segment 1 infrastructure.

The applicant also prepared and requested approval of the Hess Ranch Parks, Trails and Open Space Plan to guide future improvements in this area.

The applicant, Matt Osborn, along with Lawrence Jacobson, presented an overview of the project.

Public Comment

Bradley Trade, Mountain Manor Ct. (unincorporated Douglas County)

The Public Hearing was closed at 10:31 P.M.

1. **ORDINANCE NO. 3.315.2 - Second Reading**
A Bill for an Ordinance Amend the Hess Ranch Development Plan and Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Renee Williams moved to approve Ordinance No. 3.315.2 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

2. **Infrastructure Sketch and Preliminary Plans**

Renee Williams moved to approve the Hess Ranch Sketch and Preliminary Plans, based upon staff findings, with the following condition:

Utility easement as requested by Public Service Company of Colorado, Intermountain Rural Electric Association and Parker Water and Sanitation. District shall be shown on the Final Plat.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

3. Hess Ranch Parks, Trails and Open Space Master Plan

Joshua Rivero moved to approve, based upon staff findings, the Parks, Trails and Open Space Master Plan for the Hess Ranch Planned Development.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 10:36 P.M.

The meeting was adjourned at 8:00 PM.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 3, 2019**

Mayor Mike Waid called the meeting to order at 5:35 P.M. Councilmember Williams was absent; Cheryl Poage arrived at 5:36 p.m.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items; under C.R.S. § 24-6-402(4)(e) , there were two items, the first was to Compark South Filing No. 2 (Resolution Nos. 18-091 and 18-092, Series of 2018), the second was the Purchase and Sale Agreement - The Schoolhouse Property; under C.R.S. § 24-6-402(4)(b) there were two items, the first was to receive legal advice on specific legal questions concerning Parker Automotive PD Guide and Plan concerning real property commonly known as the Eisenberg Property and the second was to receive legal advice on specific legal questions concerning Article XIV of the Home Rule Charter of the Town of Parker (Citizen Initiative Committee Affidavit concerning the zoning for the real property commonly known as PACE Lot 2 and Pine Curve).

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:37 P.M. 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) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 7:00 P.M.

The motion was approved unanimously.

Joshua Rivero moved and Jeff Toborg seconded to recess the regular meeting at 7:00 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:06. P.M. Councilmember Williams was absent.

The Mayor led the Council and audience in the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

Omar Castillo introduced Kara Massa, the interim director of the Chamber. They updated Council on their various activities.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Omar Castillo gave the monthly report for the DBA.

PUBLIC COMMENTS

Stephen Curtis 22104 E. Idyllwilde Drive asked for an update on parking dedicated to Legend High School.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *RESOLUTION NO. 19-076*
A Resolution Accepting the Conveyance of Real Property from Monarch Lincoln Meadows, LLC, for Tract B, Lincoln Meadows Filing No. 1, Third Amendment
Department: Engineering/Public Works, Alex Mestdagh

- B. *RESOLUTION NO. 19-077*
A Resolution Accepting the Conveyance of Real Property from Monarch Lincoln Meadows, LLC, for Tract C, Lincoln Meadows Filing No. 1, Third Amendment
Department: Engineering/Public Works, Alex Mestdagh

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 6A and 6B.

The motion was approved unanimously.

PUBLIC HEARINGS

- A. **ORDINANCE NO. 1.523.4 - Second Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey

7:19 P.M.

The purpose of this budget revision is to amend the appropriated funds for 2019. The total budget amendment is a net increase of \$500,000 to the Parks and Recreation Fund. The expenditure for the transfer from the Recreation Fund was not accounted for in the prior budget revision contained in Ordinance No. 1.523.3. This revision is also an increase of revenues and expenditures in the General Fund in the amount of \$3,651 and an increase of revenues and expenditures in the Cultural Fund in the amount of \$9,900. Both of these are for contributions from external agencies.

Public Comment - None

The Public Hearing was closed at 7:20 P.M.

Debbie Lewis moved to approve Ordinance No. 1.523.4 on second reading.
 Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. MOST OF LOT 4 GOBLERS NOB SUBDIVISION - Use by Special Review for Exotic Pet Boarding

Applicant: Jennifer Piccin-Shaw, Creature Comforts Pet Hotel
Location: Northwest corner of Parker Road and Pine Lane
Department: Community Development, BrieAnna Simon
 Community Development, Paul Workman
TRAKiT No.: Z19-010

7:21 P.M.

The subject property is developed with the existing Pine Lane Plaza multi-tenant commercial building. The applicant, Creature Comforts Pet Hotel, is requesting a Use by Special Review (UbSR) approval to allow an exotic pet boarding facility. The proposed boarding facility will also have an accessory retail element for the sale of items such as pet treats, beds, harnesses, etc. The proposed boarding facility will not substantially impact the existing development because of its location, noise mitigation to be provided and ventilation that will be added.

Applicant

Jennifer Piccin-Shaw and Jennifer Nystrom gave their background credentials and experience and were available for questions.

Public Comment - None

The Public Hearing was closed at 7:28 P.M.

Joshua Rivero moved to approve the Goblers Nob Lot 4 Use by Special Review request to allow an exotic pet boarding facility based on staff findings, with the six (6) conditions contained in the staff report.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 5.75.2 - Second Reading

A Bill for an Ordinance to Amend Chapter 6.02 of the Parker Municipal Code Concerning Protection of Nonsmokers From Involuntary Exposure to Tobacco and Marijuana Smoke in Indoor Areas Open to the Public

Department: Town Attorney, Kristin Schledorn

This ordinance amends Chapter 13.02, to include revisions to the Colorado Clean Indoor Air Act, as amended by House Bill 19-1076.

The new legislation allows municipalities to increase the minimum distance from which an individual is permitted to smoke near the entryway of specified businesses and public buildings from 15 feet to 25 feet. The amended Colorado Clean Indoor Air Act also tightens up restrictions on secondhand emissions in workplaces by requiring all employers to prohibit smoking of any type in the workplace. Hotels and motels are no longer listed as an exception under the new legislation and are no longer permitted to have smoking rooms.

Public Comment - None

Joshua Rivero advised that the 15 feet to 25 feet is a burden on the business owners and he does not agree with it.

Cheryl Poage moved to approve Ordinance No. 5.75.2 on second reading.

Jeff Toborg seconded the motion.

The motion was approved 4-1. (Rivero voted no.)

B. ORDINANCE NO. 1.537 - Second Reading**A Bill for an Ordinance to Amend Chapter 2.06 of the Parker Municipal Code Concerning Municipal Campaign Finance Complaints**

Department: Town Attorney, Kristin Schledorn

This ordinance adds a new Section 2.06.050, entitled Municipal Campaign Finance Complaints, to the Parker Municipal Code, to address the requirements of SB 19-232, which requires that any campaign finance complaint arising out of a municipal campaign matter be filed exclusively with the clerk of the applicable municipality.

Council was given proposed temporary rules to be adopted by the Town Clerk, if this ordinance is adopted by Council. Differences between the Secretary of State's rules and the proposed Town Clerk's rules include: (1) complaints are filed with the Town Clerk and the Town Clerk is authorized to investigate and impose fines (rather than the Secretary of State), and (2) complaints must be filed within 10 days of a report being filed (versus 180 days under the Secretary of State's rules.

This will require additional funds be budgeted for hearing officers for municipal campaign finance complaints (estimated at \$100 - \$200 per hour).

Public Comment - None

John Diak moved to approve Ordinance No. 1.537 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 9.300 - Second Reading (To be continued to 9-16-19)**A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer**

Department: Police, David King

Joshua Rivero moved to continue this item to September 16, 2019.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 9.301 - Second Reading (To be continued to 9-16-19)

A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)

Department: Police, David King

Joshua Rivero moved to continue this item to September 16, 2019.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 5.59.1- Second Reading

A Bill for an Ordinance to Amend Chapter 6.03 of the Parker Municipal Code Concerning Noise Regulations

Department: Town Attorney, Kristin Schledorn

This ordinance amends Chapter 6.03, to allow loudspeakers or public address systems during the hours of 7 a.m. to 10 p.m., whether for a commercial or non-commercial purpose.

At their study session on August 12, 2019, Town Council directed staff to bring forward an ordinance to allow outdoor loudspeakers and public address systems during the hours of 7 a.m. and 10 p.m. (regardless of whether it was for a commercial purpose or non-commercial purpose), while staff gathers information on other possible noise regulations to address the use of loudspeakers in the downtown area by local businesses (outdoor bands, music, etc.).

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 5.59.1 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:46 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: September 16, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **E-470 Right-of-Way Northeast - Annexation and Zoning**

Applicant: Town of Parker

Location: The subject property is part of the E-470 Right-of-Way (ROW) and is generally located north of Cottonwood Drive adjacent to the east and west borders of E-470 in unincorporated Douglas County

Department: Community Development Department, Carolyn Parkinson

TRAKiT No.: ANX19-008 and Z19-015

Second Reading: October 7, 2019

EXECUTIVE SUMMARY

The subject property, part of the E-470 Right-of-Way (ROW), is located adjacent to the northeastern section of the Town of Parker in unincorporated Douglas County. The Town, acting on behalf of the E-470 Public Highway Authority (the "Authority"), proposes an annexation of the E-470 ROW. The purpose of this action is to ensure that the entirety of E-470 within the Town's Planning Area is annexed into the community.

The Town also proposes to zone the property concurrently with the annexation as required by the Land Development Ordinance. The proposed zoning is the E-470 Area Planned Development (PD). This is the same zoning for the rest of E-470 within the Town limits.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property, known as the E-470 ROW Northeast, is located in unincorporated Douglas

County, but adjacent to Parker on three sides and the City of Aurora to the north. The Town is currently processing an Annexation Petition submitted by the Authority for the property and proposes to zone it as the E-470 Area PD.

The Town originally considered annexing the E-470 ROW Northeast in 2017 when the adjacent Highlands at Kings Point PD was being annexed and zoned. However, staff decided to focus on the Highlands at Kings Point PD at that time because of its commercial development potential and deferred action on the E-470 ROW to expedite the Kings Pointe PD. Earlier this year, staff approached the Authority about the proposed annexation and obtained its support for this action.

The subject property is contiguous with the Town of Parker and is described in the Parker 2035 Master Plan as being located within the Town's Planning Area. Specifically, the property is located in the E-470 Regional Commercial Retail Character Area that is planned for larger scale commercial use requiring access to E-470. The property is developed as a highway and the proposed annexation is therefore consistent with the Master Plan.

Staff has reviewed the proposal to zone the subject property as E-470 Area PD against the nine (9) criteria for rezoning set forth in the Land Development Ordinance. Staff has determined that the criteria have been satisfied and the proposed zoning may be approved.

The Planning Commission will hold a public hearing and make a recommendation to Town Council about the proposed zoning on September 26, 2019.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

I move to approve Ordinance No. 3.296.1 on first reading and to schedule second reading for October 7, 2019, as part of the consent agenda.

I move to approve Ordinance No. 2.273 on first reading and to schedule second reading for October 7, 2019, as part of the consent agenda.

Vicinity Map



ORDINANCE NO. 2.273, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE E-470 RIGHT-OF-WAY NORTHEAST PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**E-470 RIGHT-OF-WAY NORTHEAST
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, 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 WEST QUARTER CORNER OF SAID SECTION 3, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 3 BEARS NORTH 89°29'45" EAST, A DISTANCE OF 2655.20 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°29'45" EAST, A DISTANCE OF 824.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. E-470 AS RECORDED IN BOOK 1698 AT PAGE 1250 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING (3) COURSES:

1. NORTH 11°07'45" EAST, A DISTANCE OF 504.26 FEET;
2. NORTH 10°45'44" WEST, A DISTANCE OF 133.84 FEET;
3. NORTH 13°22'45" EAST, A DISTANCE OF 91.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 67°52'58" EAST, A DISTANCE OF 442.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°01'17", AN ARC LENGTH OF 63.98 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID STATE HIGHWAY NO. E-470;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING (2) COURSES:

1. NON-TANGENT TO SAID CURVE SOUTH 13°22'45" WEST, A DISTANCE OF 4.74 FEET;
2. SOUTH 11°07'45" WEST, A DISTANCE OF 523.47 FEET TO SAID SOUTH LINE OF THE NORTHWEST QUARTER;

THENCE SAID EASTERLY RIGHT-OF-WAY, ALONG SAID SOUTH LINE, SOUTH 89°29'45" WEST A DISTANCE OF 459.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 6.583 ACRES, (286,742 SQUARE FEET), MORE OR LESS.

EXHIBIT 2

E-470 RIGHT-OF-WAY NORTHEAST ANNEXATION AGREEMENT

THIS E-470 RIGHT-OF-WAY NORTHEAST ANNEXATION AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2019, by and between the Town of Parker, a Colorado home rule municipality (the “Municipality”), and the E-470 PUBLIC HIGHWAY AUTHORITY, a political subdivision of the State of Colorado (the “Authority”).

WITNESSETH

WHEREAS, the Authority is the owner of that certain real property situated in the County of Douglas, State of Colorado, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Municipality has requested that the Property be annexed to the Municipality, and the Authority is willing to have the Property annexed to the Municipality; and

WHEREAS, the Municipality has determined that it is in the best interest of the residents of the Municipality that the Property be annexed within the boundaries of the Municipality; and

WHEREAS, the Authority and the Municipality are entering into this Agreement in furtherance of annexation and zoning on the Property; and

WHEREAS, the Authority and the Municipality desire to effectuate the annexation of Property, which includes certain portions of the E-470 Public Highway, while leaving unchanged the Authority’s and the Municipality’s pre-existing rights and obligations in all matters affecting the public highway, except as expressly provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1. The Municipality agrees to prepare, at its expense, all materials necessary for the annexation and zoning of the Property, including, without limitation, the annexation petition, and associated maps for the annexation and zoning based on legal descriptions provided by the Authority.

SECTION 2. The Municipality agrees to take any and all appropriate actions, at the Municipality’s expense, as are required by the annexation laws of Colorado applicable to annexing municipalities, which are necessary with respect to the subject annexation petition including, but not limited to, the publication of all required notices and the holding of all required hearings regarding same. The Municipality further agrees to zone the Property PD-Planned Development, pursuant to the E-470 Area Development Guide and Plan 1st Amendment that is adopted contemporaneously with the annexation of the Property (the “Zoning Ordinance”).

SECTION 3. The Authority and the Municipality agree that the Property shall be

proposed only for zoning which permits the Authority's statutorily allowed powers and purposes, as such may be amended from time to time.

SECTION 4. The Authority acknowledges that the annexation and zoning of the Property are subject to the plenary legislative discretion of the Town Council of the Municipality and rights of initiative and referendum reserved unto its citizens. The sole and exclusive remedy of the Authority shall be the withdrawal of the annexation petition in accordance with the Colorado Municipal Annexation Act of 1965. The Municipality and the Authority expressly agree that the Authority shall retain the right, in its sole discretion, to withdraw the petition for annexation for any reason or for no reason at any time prior to the effective date of the annexation pursuant to Section 31-12-113, C.R.S. or the effective date of annexation pursuant to the relevant code of the Municipality, whichever is applicable and later in time. The Municipality agrees that, in the event that the Authority withdraws the petition for annexation, the Municipality shall immediately cease all efforts in connection with the annexation petition. Notwithstanding Section 7 of this Agreement, this Section 4 shall be effective upon execution of the Agreement by the Municipality and the Authority.

SECTION 5. The Municipality agrees that the Authority has satisfied any Municipality public land dedication requirements for the Property by making appropriate parts of the Authority's right-of-way (either fee or easement) available for recreation trails pursuant to the Authority's policy. The Municipality shall not impose upon the Authority nor shall the Authority be required to construct soundwalls, recreation trails, or other amenities along or in connection with the Property and its uses as a public highway, as such term is defined in the Public Highway Authority Law, Section 43-4-503(12), C.R.S. However, the parties may mutually agree to construct such amenities by separate agreement.

SECTION 6. The Authority is responsible for the design, construction, expansion, maintenance, and operation of that certain public highway known as the "E-470 Public Highway" located on the Property, and the annexation of the Property and this Agreement shall in no way alter the Authority's and the Municipality's responsibilities therefor or powers and authorities in connection with the law and with the 2018 Third Amended and Restated Establishing Contract of the Authority. The Municipality agrees that it shall take no action against the Authority which would impair the function of the Authority in carrying out its duties and responsibilities as a public highway authority, nor shall it impose additional costs upon the Authority with respect to the Authority's design, construction, expansion, maintenance and/or operation of the E-470 Public Highway. The Municipality shall take no action that impacts the Authority's ability to operate and/or maintain its present or future facilities or from expanding its facilities in accordance with any and all laws applicable to the Authority.

SECTION 7. This Agreement shall not be effective until the annexation ordinance and this Agreement are recorded.

SECTION 8. This Agreement shall be recorded with the Clerk and Recorder of Douglas County and constitute a covenant running with the land. This Agreement shall be binding on the Authority and future assigns of the Authority and all other persons who may purchase any portion of the land described herein from the Authority or any persons hereinafter having any

interest in the Property, or portion thereof. Whereas used herein, the term “Authority” shall also mean any of the transferees or assigns of the Authority and all such parties shall have the right to enforce and be enforced under the terms of the Agreement as if they were the original parties hereto.

SECTION 9. In addition to any other remedies which may exist, this Agreement may be enforceable by an action for specific performance.

SECTION 10. The Authority shall not be required to obtain any permit from the Municipality, nor pay any fee or assessment to the Municipality, for any work performed by the Authority in connection with the Authority’s design, construction, expansion, operation and maintenance of the Property; nor shall the Municipality require the Authority to conduct or allow any inspection for or on behalf of the Municipality in connection with any such work. The Authority shall be required to obtain permits from the Municipality (without payment of any fee assessment) for work performed by the Authority in the Municipality’s rights-of-way. The Municipality shall be required to obtain permits from the Authority (without payment of any fee assessment) for work performed by the Municipality in the E-470 Public Highway; provided, however, that any work performed by the Municipality within the Authority’s multi-use easement or any other real property held in fee by the Authority shall be subject to the E-470 Public Highway Permit Manual including all fees specified therein. In addition, the Municipality shall not require the Authority to construct or bear any portion of the costs of constructing, any improvements of any kind on or adjacent to the Property. However, the parties may mutually agree to construct such amenities by separate agreement.

SECTION 11. Reserved.

SECTION 12. The Municipality agrees that the Authority is exempt from payment of any and all municipal taxes.

SECTION 13. The Authority and the Municipality further agree to the terms and conditions set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties hereto have caused this Annexation Agreement to be executed by their authorized representatives.

E-470 PUBLIC HIGHWAY AUTHORITY

By: _____
Timothy E. Stewart, Executive Director
Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

ICENOGLE SEAVER POGUE, P.C.

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Date: _____

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

E-470 RIGHT-OF-WAY NORTHEAST LEGAL DESCRIPTION

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3. NORTH 13°22'45" EAST, A DISTANCE OF 91.73 FEET;

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CONTAINING AN AREA OF 6.583 ACRES, (286,742 SQUARE FEET), MORE OR LESS.

EXHIBIT B

SECTION A. The Authority acknowledges and agrees that, as of the date of execution of this Agreement, it has not requested that the Municipality provide police, fire or other emergency services or road sweeping, trash removal or other maintenance service to the Property until and unless the Authority and the Municipality mutually agree to a service or services. The Municipality agrees that it will provide a service or services to the Property, at such time a written request therefore is submitted to the Municipality by the Authority, to the extent the Municipality currently is providing the service or services at the time the Authority makes such a request. The Authority will compensate the Municipality therefore as it compensates other providers of services on the E-470 Public Highway.

SECTION B. Reserved.

SECTION C. The Municipality shall not impose, levy or assess any fee or charge on privately owned facilities that are currently located on the Authority's Property or on the Authority's MUE adjacent to the Property which facilities are not habitable. The Municipality shall not impose land use and regulatory requirements on the facilities beyond the requirements existing on those facilities prior to Annexation.

SECTION D. Neither annexation nor this Agreement shall change or waive the terms of any agreement currently existing between the Municipality and the Authority, nor shall they in any way alter the Authority's and the Municipality's responsibilities or powers and authorities there under.

SECTION E. In the event the Municipality provides water and/or sewer service in the future, the Municipality shall provide water and/or sewer service to the Property upon the Authority's request and payment of costs established in the Municipality's Code and ordinances then in effect at the time service is requested.

SECTION F. The Authority agrees to abide by the Municipality's permitting and inspection requirements, as generally applicable, in connection with habitable buildings, including buildings used for the commercial and service uses described in the Zoning Ordinance.

SECTION G. Reserved.

SECTION H. Reserved.

ORDINANCE NO. 3.296.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE E-470 RIGHT-OF-WAY NORTHEAST PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Findings of Fact.

a. An application has been made for rezoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado (the “Property”), as PD-Planned Development District, pursuant to the Parker Land Development Ordinance.

b. Public notice has been given of such zoning by one (1) publication in the *Douglas County News-Press*, a newspaper of general circulation within the Town and the official newspaper of the Town, at least fifteen (15) days before the public hearing of such zoning.

c. Written notice was sent by certified mail to all owners of property within five hundred (500) feet of the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for rezoning this Property PD-Planned Development District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby rezoned as PD-Planned Development District, pursuant to the Parker Land Development Ordinance.

Section 3. The E-470 Area Development Guide and Plan is hereby amended as provided by the “E-470 Area Development Guide and Plan, 1st Amendment,” which is attached hereto as **Exhibit 2** and incorporated by this reference to include the Property. The uses permitted for the Property are specifically described in the attached Development Plan.

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 5. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 6. 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 publication of an agenda that contains the title to this Ordinance in a newspaper of local circulation prior to first and second reading of this Ordinance creates a financial burden on the Town and 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 7. 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 8. This Ordinance shall become effective ten (10) days after final publication. This Ordinance shall not be deemed approved until the Annexation Ordinance for the Property goes into effect. In the event the Annexation Ordinance for the Property goes into effect, then in that event this Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**E-470 RIGHT-OF-WAY NORTHEAST
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, 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 WEST QUARTER CORNER OF SAID SECTION 3, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 3 BEARS NORTH 89°29'45" EAST, A DISTANCE OF 2655.20 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°29'45" EAST, A DISTANCE OF 824.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. E-470 AS RECORDED IN BOOK 1698 AT PAGE 1250 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING (3) COURSES:

1. NORTH 11°07'45" EAST, A DISTANCE OF 504.26 FEET;
2. NORTH 10°45'44" WEST, A DISTANCE OF 133.84 FEET;
3. NORTH 13°22'45" EAST, A DISTANCE OF 91.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 67°52'58" EAST, A DISTANCE OF 442.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°01'17", AN ARC LENGTH OF 63.98 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID STATE HIGHWAY NO. E-470;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING (2) COURSES:

1. NON-TANGENT TO SAID CURVE SOUTH 13°22'45" WEST, A DISTANCE OF 4.74 FEET;
2. SOUTH 11°07'45" WEST, A DISTANCE OF 523.47 FEET TO SAID SOUTH LINE OF THE NORTHWEST QUARTER;

THENCE SAID EASTERLY RIGHT-OF-WAY, ALONG SAID SOUTH LINE, SOUTH 89°29'45" WEST A DISTANCE OF 459.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 6.583 ACRES, (286,742 SQUARE FEET), MORE OR LESS.

EXHIBIT 2

E-470 AREA DEVELOPMENT GUIDE AND PLAN, 1ST AMENDMENT

PLANNED DEVELOPMENT

I. INTRODUCTION

A. Statement of Purpose

The purpose of this Development Guide is to establish standards for the development and improvement of the property described in the Development Plan, which is attached as **Replacement Exhibit 1** to this Development Guide and incorporated by this reference. The standards contained in this Development Guide are intended to carry out the goals of this planned development.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the Town of Parker Land Development Ordinance shall apply.

II. AUTHORITY

A. Authority

The authority of this Development Guide is Section 13.04.150 PD-Planned Development, as amended, of the Town of Parker Municipal Code, as amended.

B. Relationship of Town Regulations

The provisions of this Development Guide shall apply to all property contained within the “E-470 Area” except as provided herein. The standards outlined in the Development Guide may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Guide and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control.

C. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker.

III. CONTROL PROVISIONS

Control Over Use

After the adoption of this Development Guide by the Town Council:

1. Any new building or other structure, and any parcel of land may be used as provided for in this Development Guide.
2. The location and bulk of all buildings and other structures built after the effective date of the Development Guide shall be in conformance with:
 - a. All applicable standards contained within the Development Guide; and
 - b. Any other applicable Town of Parker standards.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

A. Purpose

The purpose of this section is to establish general provisions and clarify standards and requirements for development, which occurs in the Development Guide.

B. Planning Area Standards

1. Planning Area 1 – Commercial
 - a. Uses permitted by right.
 - (1) Places for conducting the following public, quasi-public, commercial and service uses:
 - Automotive and truck repair
 - Car wash, automatic or coin-operated
 - Convenience stores
 - Drive-in eating and drinking establishments
 - Drug stores
 - Fast food establishments, drive-in and/or carry-out
 - Gas stations
 - Motels, hotels, including restaurants, gift shops and other incidental accessory uses located within the principal building
 - Offices: general, medical, dental, professional and governmental
 - Public and quasi-public facilities, including any facilities related to the operation of a public highway, as such term is defined in the Public Highway Authority Law, Section 43-4-503(12), C.R.S., as may be amended from time to time.
 - Recreation facilities
 - Restaurants and other eating establishments
 - b. Minimum area and yard requirements.

Development Control Standards		
Building Setbacks	Determined at Site Plan	N/A
Building Height	Permitted by Right	Up to 50 feet
	Use by Special Review	51-70 feet

REPLACEMENT EXHIBIT 1

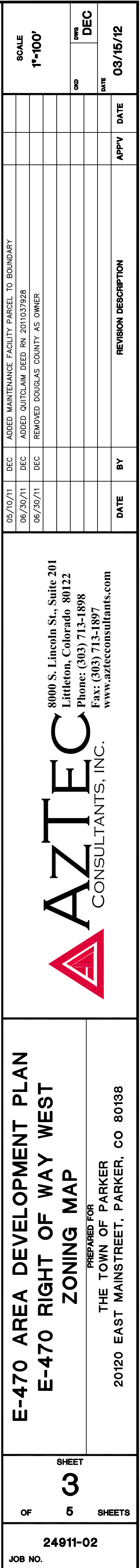
Development Plan

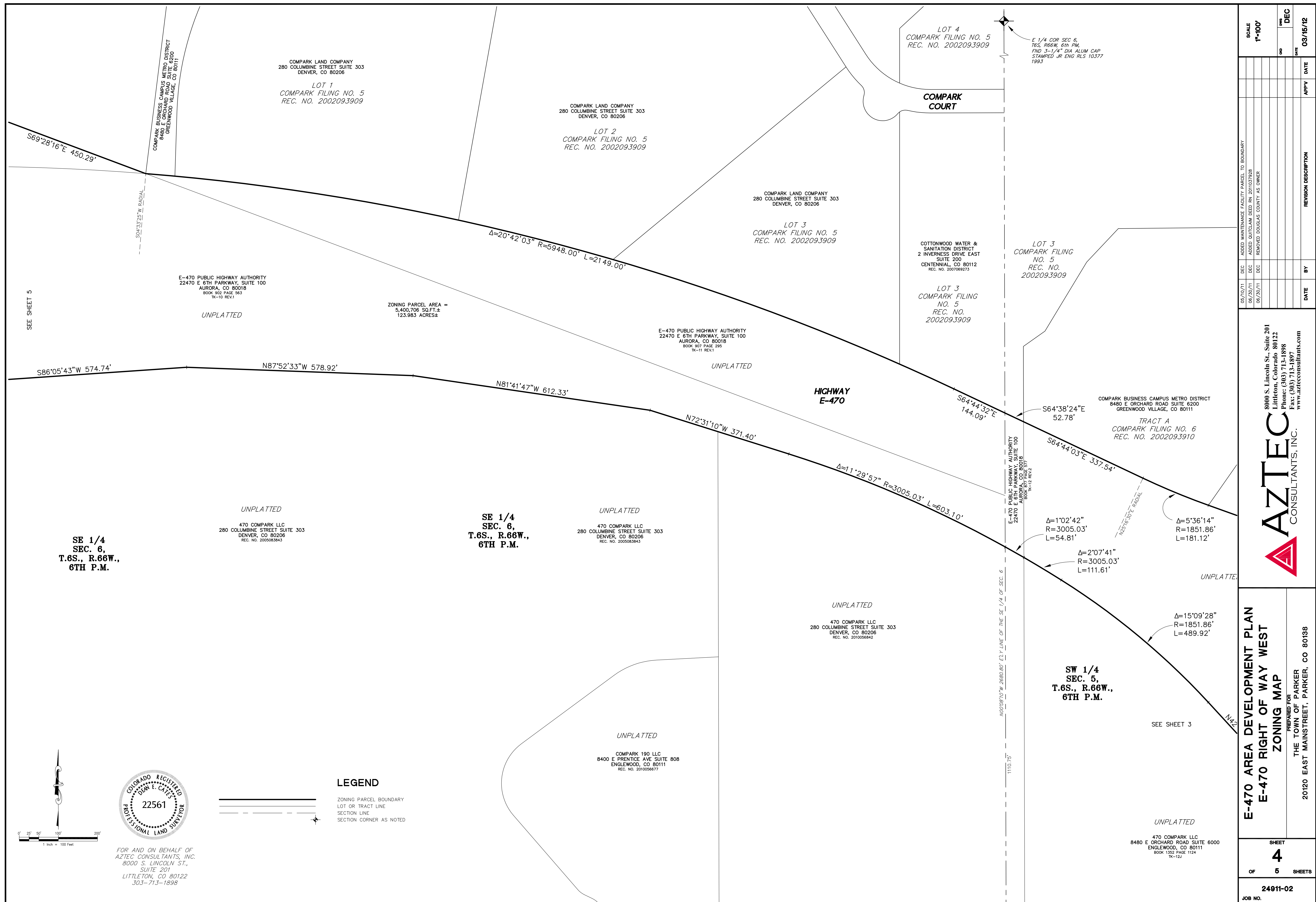
ZONING MAP, TOWN OF PARKER
LOCATED IN THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

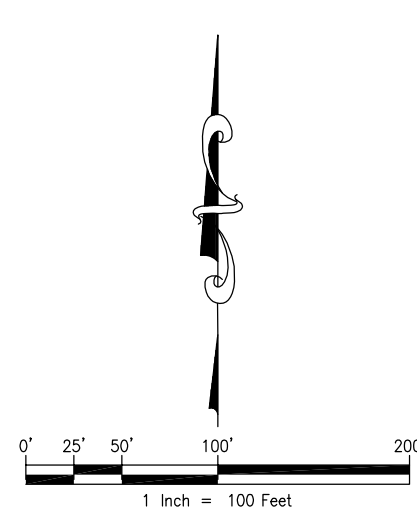
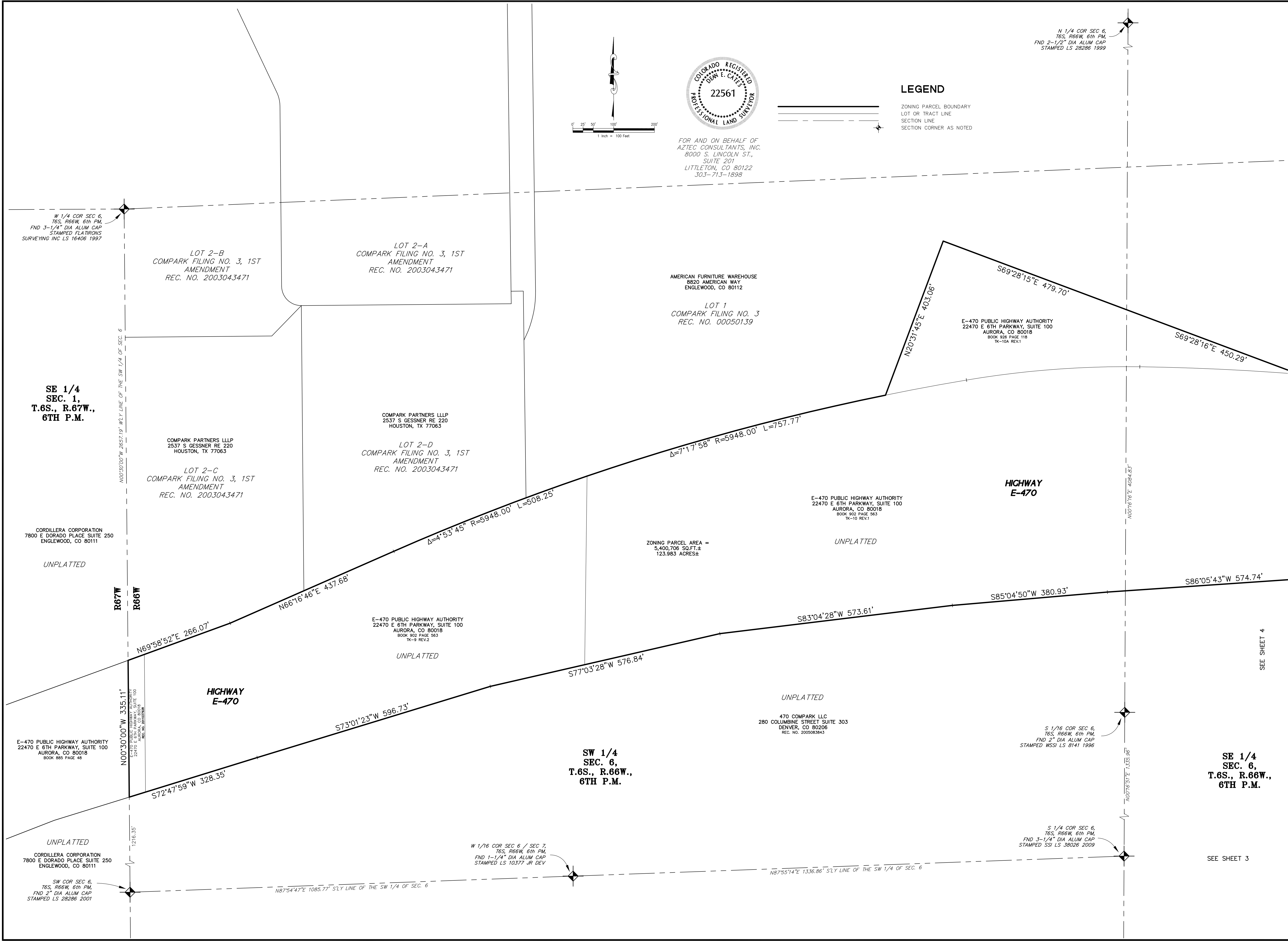
ZONE BOUNDARY
LOT OR TRACT LINE
SECTION LINE
SECTION CORNER AS NOTED

E-470 RIGHT-OF-WAY NORTHEAST ZONING MAP TOWN OF PARKER, COLORADO PREPARED FOR THE TOWN OF PARKER 20120 EAST MAINSTREET, PARKER, CO 80138		SHEET 1 OF 1 SHEETS		24919-05 JOB NO.	
 AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com					
				SCALE 1"=100'	
				GEB DATE	
				SWW DATE	
				PER TOWN'S COMMENTS	
				PER TOWN'S COMMENTS	
				REVISION DESCRIPTION	
				DATE	
				BY	
				GB	
				GB	
				07/03/18	
				06/18/19	

24911-02
JOB NO.







FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST.,
SUITE 201
LITTLETON, CO 80122
303-713-1898

LEGEND

- ZONING PARCEL BOUNDARY
- LOT OR TRACT LINE
- SECTION LINE
- SECTION CORNER AS NOTED

N 1/4 COR SEC 6,
T6S, R66W, 6th PM,
FND 2-1/2" DIA ALUM CAP
STAMPED LS 28286 1999

W 1/4 COR SEC 6,
T6S, R66W, 6th PM,
FND 3-1/4" DIA ALUM CAP
STAMPED FLATIRON
SURVEYING INC LS 16406 1997

LOT 2-B
COMPARK FILING NO. 3, 1ST
AMENDMENT
REC. NO. 2003043471

LOT 2-A
COMPARK FILING NO. 3, 1ST
AMENDMENT
REC. NO. 2003043471

AMERICAN FURNITURE WAREHOUSE
8820 AMERICAN WAY
ENGLEWOOD, CO 80112

LOT 1
COMPARK FILING NO. 3
REC. NO. 00050139

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PARKWAY, SUITE 100
AURORA, CO 80018
BOOK 928 PAGE 118
TK-10A REV.1

S69°28'15"E 479.70'
S69°28'16"E 450.29'

SE 1/4
SEC. 1,
T.6S., R.67W.,
6TH P.M.

COMPARK PARTNERS LLLP
2537 S GESSNER RE 220
HOUSTON, TX 77063

COMPARK PARTNERS LLLP
2537 S GESSNER RE 220
HOUSTON, TX 77063

LOT 2-D
COMPARK FILING NO. 3, 1ST
AMENDMENT
REC. NO. 2003043471

LOT 2-C
COMPARK FILING NO. 3, 1ST
AMENDMENT
REC. NO. 2003043471

CORDILLERA CORPORATION
7800 E DORADO PLACE SUITE 250
ENGLEWOOD, CO 80111

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PARKWAY, SUITE 100
AURORA, CO 80018
BOOK 902 PAGE 563
TK-10 REV.1

HIGHWAY
E-470

ZONING PARCEL AREA =
5,400,708 SQ.FT.±
123.963 ACRES±

UNPLATTED

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PARKWAY, SUITE 100
AURORA, CO 80018
BOOK 902 PAGE 563
TK-9 REV.2

UNPLATTED

UNPLATTED

470 COMPARK LLC
280 COLUMBINE STREET SUITE 303
DENVER, CO 80206
REC. NO. 2005083843

SW 1/4
SEC. 6,
T.6S., R.66W.,
6TH P.M.

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

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PARKWAY, SUITE 100
AURORA, CO 80018
BOOK 885 PAGE 48

HIGHWAY
E-470

CORDILLERA CORPORATION
7800 E DORADO PLACE SUITE 250
ENGLEWOOD, CO 80111

SW COR SEC 6,
T6S, R66W, 6th PM,
FND 2" DIA ALUM CAP
STAMPED LS 28286 2001

W 1/16 COR SEC 6 / SEC 7,
T6S, R66W, 6th PM,
FND 1-1/4" DIA ALUM CAP
STAMPED LS 10377 JR DEV

S 1/16 COR SEC 6,
T6S, R66W, 6th PM,
FND 2" DIA ALUM CAP
STAMPED WSSI LS 8141 1996

S 1/4 COR SEC 6,
T6S, R66W, 6th PM,
FND 3-1/4" DIA ALUM CAP
STAMPED SSI LS 39026 2009

SCALE 1"=100'		OWN DEC		DATE 03/15/12	
ADDED MAINTENANCE FACILITY PARCEL TO BOUNDARY					
ADDED QUILCLAN DEED RN 2011037928					
REMOVED DOUGLAS COUNTY AS OWNER					
REVISION DESCRIPTION					
DATE					
BY					
APPV					

AZTEC
CONSULTANTS, INC.

8000 S. Lincoln St., Suite 201
Littleton, Colorado, 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

E-470 AREA DEVELOPMENT PLAN
E-470 RIGHT OF WAY WEST
ZONING MAP

PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

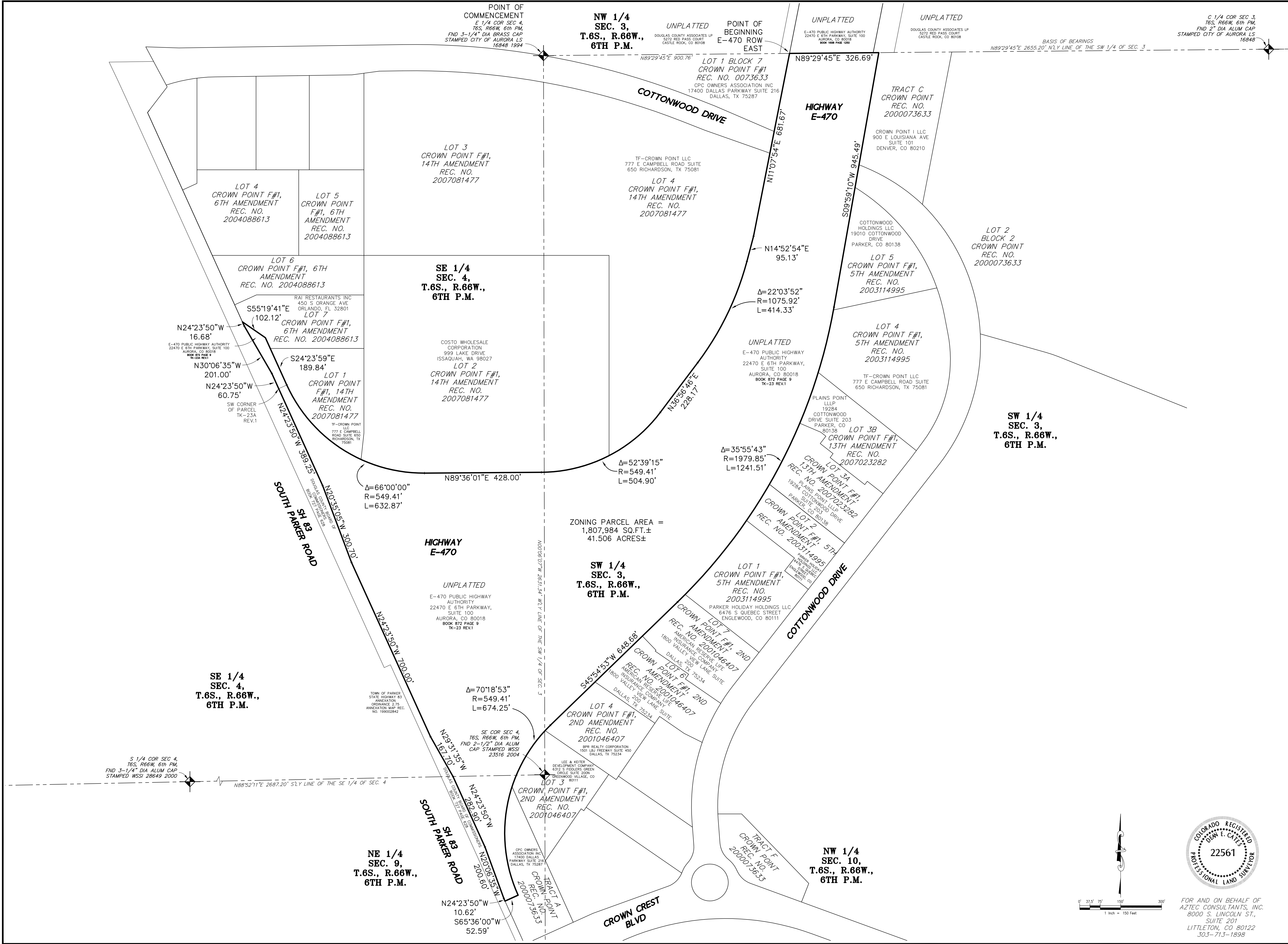
SHEET
5
OF 5 SHEETS

24911-02
JOB NO.

ZONING MAP

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, THE SOUTHEAST QUARTER OF SECTION 4,
AND IN THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

24911-02
JOB NO.



SCALE 1"=150'		DATE 03/15/12	
BY		DATE	
REVISION DESCRIPTION		DATE	
APPV		DATE	

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Littleton, Colorado 80122
Phone: (303) 713-1898
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www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

E-470 AREA DEVELOPMENT PLAN
E-470 RIGHT OF WAY EAST
ZONING MAP

PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

SHEET
2

OF 2 SHEETS

24911-02

JOB NO.

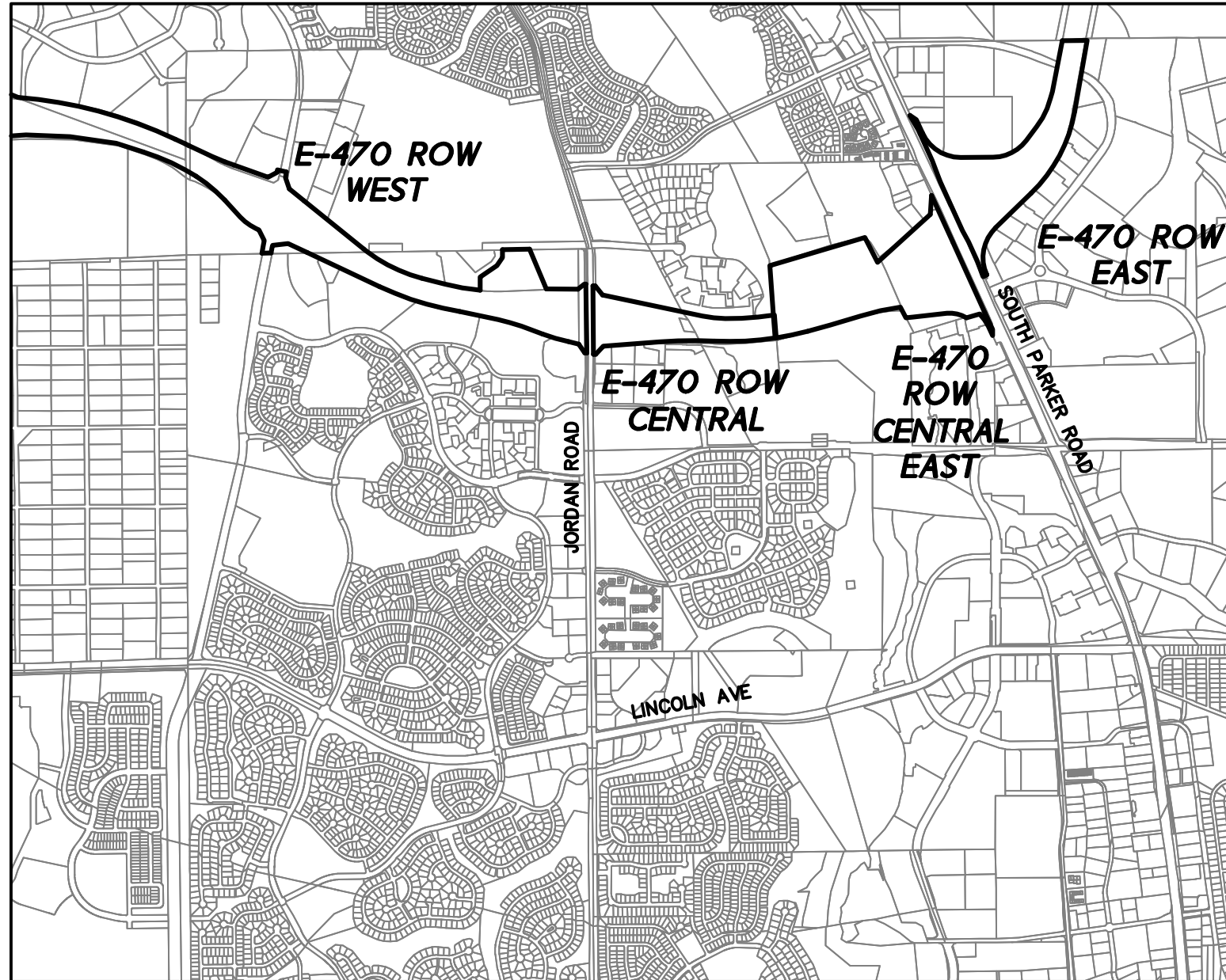
ZONING MAP
LOCATED IN THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

A PARCEL OF LAND RECORDED IN BOOK 900 AT PAGE 731 AND IN BOOK 938 AT PAGE 652 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 00°48'57" EAST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 486.49 FEET;

THENCE ALONG THE BOUNDARY LINES OF PARCELS TK-18A REV.2 AND TK-18 REV.1 SAID BOOK 900 AT PAGE 731 AND PARCEL TK-19 REV.3 SAID BOOK 938 AT PAGE 652 THE FOLLOWING (12) COURSES:

- CONTAINING AN AREA OF 23.689 ACRES (1,031,895 SQUARE FEET) MORE OR LESS.



 ZONING PARCEL BOUNDARY
 LOT OR TRACT LINE
 SECTION LINE
 SECTION CORNER AS NOTED

[illegible]



ZONING MAP

ZONING PARCEL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 24°26'11" EAST, A DISTANCE OF 1,016.65 FEET TO THE NORTHEAST CORNER OF PARCEL TK 24 IN RULE AND ORDER RECORDED IN BOOK 1188 AT PAGE 229 IN SAID RECORDS;

THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (4) COURSES:

- THENCE ALONG THE NORTHERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

- THENCE ALONG SAID EASTERLY LINE NORTH 27°01'27" WEST, A DISTANCE OF 158.08 FEET TO THE SOUTHEAST CORNER OF PARCEL TK 20
REV.1 RECORDED IN BOOK 861 AT PAGE 742 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY
HAVING A RADIUS OF 3,749.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°25'38" EAST;

THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (5) COURSES:

- 1) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°11'43" AN ARC LENGTH OF 536.34 FEET;
 - 2) TANGENT TO SAID CURVE SOUTH 73°22'39" WEST, A DISTANCE OF 421.31 FEET;
 - 3) SOUTH 74°39'38" WEST, A DISTANCE OF 300.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3,969.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°14'55" WEST;
 - 4) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°21'21" AN ARC LENGTH OF 440.36 FEET;
 - 5) NON-TANGENT TO SAID CURVE NORTH 04°21'36" WEST, A DISTANCE OF 301.02 FEET TO THE SOUTHWEST CORNER OF PARCEL TK 20A
- REV.1 RECORDED IN SAID BOOK 861 AT PAGE 742;

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

- 1) NORTH 04°20'49" WEST, A DISTANCE OF 654.65 FEET;
- 2) NORTH 73°27'16" EAST, A DISTANCE OF 1,305.36 FEET;
- 3) SOUTH 27°01'50" EAST, A DISTANCE OF 367.35 FEET TO THE SOUTHERLY LINE OF LOT 1, 470 CENTER, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 00049439 IN SAID RECORDS;

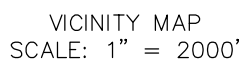
1) NORTH 47°42'39" EAST, A DISTANCE OF 937.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 548.45 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°10'13" WEST;

2) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°59'13" AN ARC LENGTH OF 38.16 FEET;

3) NON-TANGENT TO SAID CURVE NORTH 03°33'53" EAST, A DISTANCE OF 211.34 FEET;

THENCE ALONG THE WESTERLY LINE OF PARCEL NO. 46 RECORDED IN BOOK 697 AT PAGE 869 IN SAID RECORDS AND THE WESTERLY LINE OF PARCEL NO. 47 RECORDED IN BOOK 825 AT PAGE 968 IN SAID RECORDS SOUTH 24°23'59" EAST, A DISTANCE OF 674.27 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 60.535 ACRES, (2,636,899 SQUARE FEET), MORE OR LESS.



ZONING

THE EXISTING ZONING OF THIS PARCEL IS PINE LANE BUSINESS PARK PLANNED DEVELOPMENT AND A1 - AGRICULTURAL ONE

THE PROPOSED ZONING OF THIS PARCEL IS E-470 AREA PLANNED DEVELOPMENT.

THE PARCEL DESCRIBED HEREIN IS PLANNING AREA 1 - COMMERCIAL.

NOTES

- 1) THIS ZONING MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A FIELD MONUMENTED SURVEY.
- 2) BEARINGS ARE GRID BEARINGS COLORADO COORDINATE SYSTEM CENTRAL ZONE NAD 83 (1992) AND ARE BASED UPON THE EASTLY LINE OF THE NORTH-EAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°09'57" E2 BETWEEN THE MONUMENTS SHOWN HEREON.
- 3) THE DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- 4) THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

OWNER

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PARKWAY SUITE 100
AURORA, CO 80018

BY: _____

TITLE: _____

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, 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.

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2012.

MAYOR _____

ATTEST:

TOWN CLERK

AZTEC
CONSULTANTS, INC.

8000 S. Lincoln St., Suite 201
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

**E-470 AREA DEVELOPMENT PLAN
E-470 RIGHT OF WAY CENTRAL EAST
ZONING MAP**

**PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138**

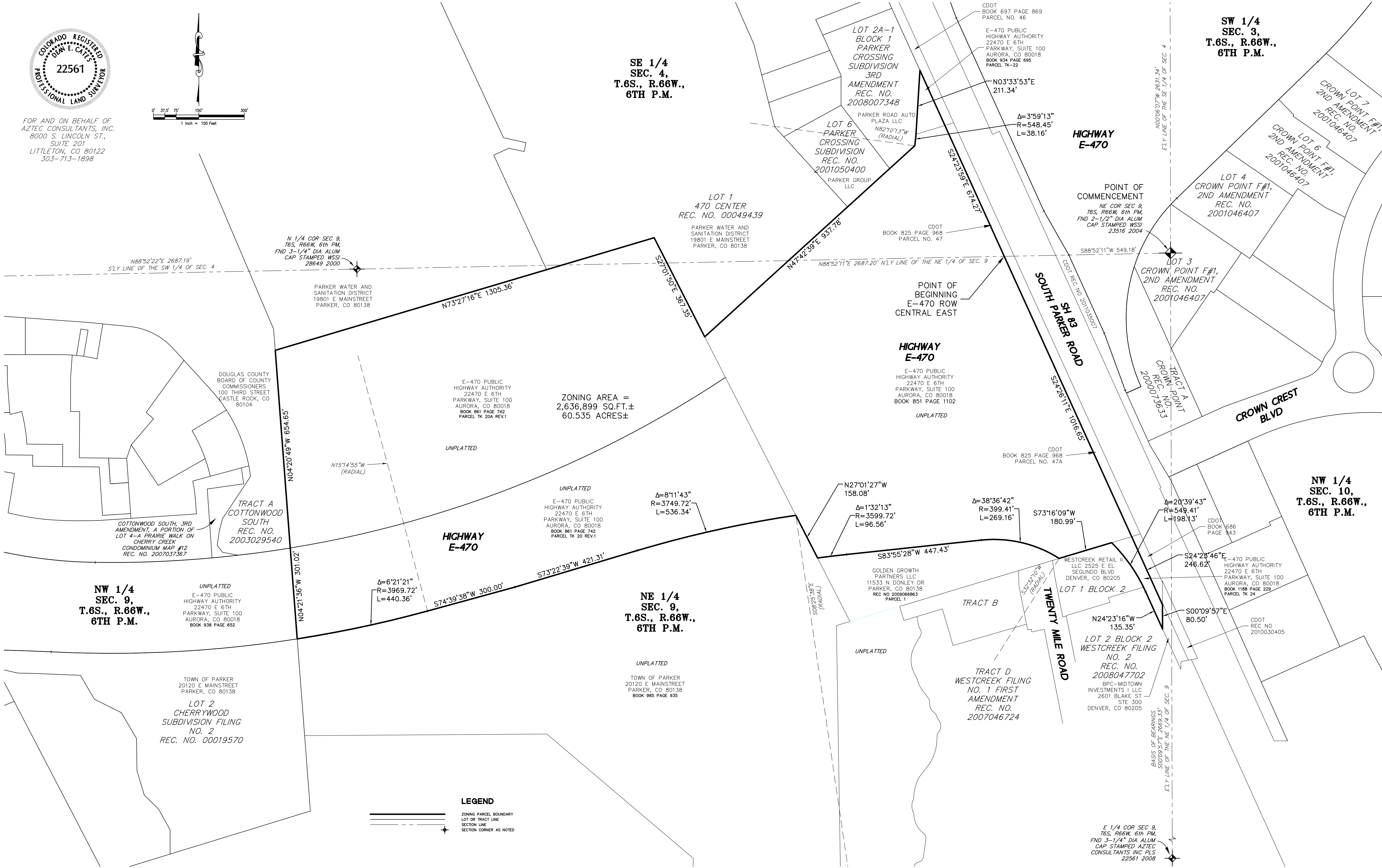
SHEET
1
OF **2** SHEETS

24912-06
JOB NO.

E-470 AREA DEVELOPMENT PLAN - E-470 RIGHT OF WAY CENTRAL EAST

ZONING MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE NORTH HALF OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE
1"=150'

DATE
03/16/12

APPV

REVISION DESCRIPTION

BY

DATE

8000 S. Lincoln St., Suite 201
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

E-470 AREA DEVELOPMENT PLAN
E-470 RIGHT OF WAY CENTRAL EAST
ZONING MAP

PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

SHEET
2

OF 2 SHEETS

24912-06
JOB NO.



Request for Town Council Action

Date: September 16, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 13.109 - First Reading**
A Bill for an Ordinance Amending Chapter 10.11 of the
Parker Municipal Code Concerning Special Districts

Department: Town Attorney, Kristin Schledorn
Second Reading: October 7, 2019

EXECUTIVE SUMMARY

This ordinance amends Chapter 10.07 concerning special districts, to update the annual report requirements and application fees.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In May, Town Council approved new special district service plan and intergovernmental agreement forms. The purpose of this ordinance is to update Chapter 10.07 so that the annual report requirements conform with the annual report requirements in those approved forms. This ordinance also adds the term "Bond" or "Bonds" to the definition of "Debt", clarifies the definition for "Public Improvements", requires that the district boundary map be stamped by a registered professional engineer, and updates the application fees from \$7,000 per service plan to \$8,000, and from \$250 per amendment to \$4,000. This increase will capture the actual costs for staff and outside counsel review time. Most service plan amendments are actually amended and restated service plans, requiring nearly as much review time as original service plans. Additionally, the ordinance now treats multiple districts that are submitting separate service plans or amendments, which are substantially similar, to pay one fee, rather than separate fees for each plan or amendment.

FINANCIAL IMPACT

Changes to the application fees will result in coverage of the actual staff time and outside counsel fees spent on service plan and amendment applications.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 13.109

RECOMMENDED MOTION

I move to approve Ordinance No. 13.109 on first reading and to schedule second reading on October 7, 2019, as a part of the consent agenda.

ORDINANCE NO. 13.109, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 10.11 OF THE PARKER MUNICIPAL CODE CONCERNING SPECIAL DISTRICTS

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

Section 1. Section 10.11.020 of the Parker Municipal Code is amended to read as follows:

10.11.020 Definitions.

As used in this Chapter, the following terms, phrases and words shall have the following meanings:

* * *

Bond, bonds or debt ~~Debt~~ means bonds or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy.

* * *

Public Improvements means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, **and** redeveloped **as part of an approved development plan**, and financed as generally described in the Special District Act to serve the inhabitants and taxpayers of a District as determined by a District's Board of Directors.

Section 2. Section 10.11.040 of the Parker Municipal Code is amended to read as follows:

10.11.040 Required annual report.

Not later than September 1 of each calendar year, each District shall file an annual report (the "annual report") with the Town Clerk, the requirements of which may be waived in whole or in part by the Town Council, if such reporting requirements place an undue hardship on such District. The annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year"). The annual report shall include the following:

(1) ~~A narrative summary of the progress of the District in implementing its service plan for the report year;~~ **A list of public infrastructure the District conducted or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District plans to undertake in the upcoming year;**

* * *

(4) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding ~~indebtedness~~ **debt**, the amount and terms of any new District ~~indebtedness or long-term obligations~~ **debt** issued in the report year, the amount of payment or retirement of existing ~~indebtedness~~ **debt** of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to debt retirement in the report year;

* * *

(8) Certification of the Board that no action, event or condition enumerated in Section 10.11.060 below has occurred in the report year or certification that such event has occurred but that an amendment to the service plan that allows such event has been approved by the Town Council; ~~and~~

(9) The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board;

(10) Certification from the Board of the District that the District is in compliance with all provisions of the service plan;

(11) A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.; and

(12) A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

Section 3. Subsection 10.11.080(b) of the Parker Municipal Code is amended to read as follows:

10.11.080 Service plan amendment.

* * *

(b) All of the required information shall be supported by appropriate technical analysis, reports and supporting documents of qualified professionals and consultants. The amendment shall be processed and reviewed in the same manner as prescribed by this Chapter for an initial service plan, except that the submittal requirements of this Section shall be substituted for those of Section 10.11.050 above, and the application fee shall be ~~two hundred fifty dollars (\$250.00)~~ **four thousand dollars (\$4,000)**. This Section shall not impair the right of the Town to bring an action in the district court to enjoin the activities of the District pursuant to Section 32-1-207(3)(b), C.R.S., as amended.

Section 4. Subsection 10.11.140(b) of the Parker Municipal Code is amended to read as follows:

10.11.140 Filing of proposed service plan.

* * *

(b) The application and processing fee for a service plan shall be ~~seven thousand five hundred dollars (\$7,500.00)~~ **eight thousand dollars (\$8,000).** provided that, if the Town Council determines that special review of the service plan or amendment is required, the Town Council may impose an additional fee to reimburse the Town for reasonable direct costs related to such special review. The Town Council may waive all or any portion of the application and processing fee for smaller Districts initiated by the Town's existing residents or businesses. The Town will reimburse any portion of the ~~application and processing~~ **additional** fee that is not expended by the Town. **Where service plans or amendments for multiple districts could be consolidated but the Town and the districts agree to submit separate service plans or amendments, the application and processing fee identified in this Subsection (b) or in Subsection 10.11.080(b) of this Chapter shall cover the review and processing of all such plans or amendments.**

* * *

Section 5. Section 10.11.150 of the Parker Municipal Code is amended to read as follows:

10.11.150 Service plan contents.

The proposed service plan shall include the following:

* * *

(2) A map of the proposed District boundaries with a legal description, ~~or lot and block description~~ **stamped by a registered professional engineer.**

Section 6. **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 7. **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 8. This Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 16, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.83 - First Reading**
A Bill for an Ordinance to Add a New Chapter 6.07 to the Parker Municipal Code to Prohibit the Sale of Kratom

Department: Town Attorney, Kristin Schledorn
Second Reading: October 7, 2019

EXECUTIVE SUMMARY

This ordinance bans the sale of kratom for human consumption in the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Kratom is an herbal substance found in the leaves of a plant that grows naturally in Thailand, Malaysia, Indonesia, and Papua, New Guinea. The leaves can be made into a tea, chewed or made into a capsule. The active ingredients in kratom have effects similar to an amphetamine or opioids, and have been used for various purposes such as pain relief.

There are no FDA-approved uses for kratom. It is currently imported into the United States marked “not for human consumption.” The U.S. Food and Drug Administration is warning consumers not to use kratom, noting that it “affects the same opioid brain receptors as morphine, appears to have properties that expose users to the risks of addiction, abuse, and dependence.” Proponents of kratom support legal access to professionally-manufactured kratom, labeled for adult-only consumption, citing its effectiveness and usefulness in ending opioid dependence for numerous former addicts. The U.S. Drug Enforcement Agency is still weighing evidence to determine whether kratom should be labeled a Schedule 1 drug.

Kratom can be purchased in the Town of Parker. Tri-County Health has recommended that the Town ban the sale of kratom. Attached is a letter dated September 3, 2019, from physicians at Tri-County Health.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.83
2. Tri-County Health Letter Kratom_Town of Parker

RECOMMENDED MOTION

I move to approve Ordinance No. 5.83 on first reading and to schedule second reading on October 7, 2019, as a part of the consent agenda.

ORDINANCE NO. 5.83, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADD A NEW CHAPTER 6.07 TO THE PARKER MUNICIPAL CODE TO PROHIBIT THE SALE OF KRATOM

WHEREAS, *Mitragyna speciosa*, known commonly as “kratom”, is a plant with psychoactive properties indigenous to Thailand, Malaysia, Indonesia and Papua New Guinea;

WHEREAS, the Federal Food and Drug Administration (FDA) has warned consumers against its use and has banned the importation of kratom for human consumption;

WHEREAS, the FDA has not approved kratom as a drug, dietary supplement or food ingredient;

WHEREAS, the State of Colorado has not taken any action regarding kratom consumer protections;

WHEREAS, physicians at the Tri-County Health Department, the district health department for Adams, Arapahoe and Douglas Counties, have recommended that Town Council ban the sale of kratom in Parker; and

WHEREAS, in the interest of the health, safety, and welfare of the citizens of Parker, Town Council believes it prudent to heed the recommendation of Tri-County Health Department to ban the sale of kratom in the Town at least and until such time as standards and regulations are adopted by the state or federal governments to protect consumers.

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

Section 1. A new Chapter 6.07 entitled “Kratom” is hereby added to Title 6 of the Parker Municipal Code to read as follows:

6.07.010 Sales of kratom prohibited.

No person shall sell or offer to sell at retail within the Town any kratom products intended for human consumption. For purposes of this section, kratom includes any product, material, compound, mixture or preparation derived from the plant *Mitragyna speciosa*, or containing any quantity of the following substances: 7-Hydroxymitragynine, Mitragynine and Epicatechin.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



September 3, 2019

TO: Honorable Mayor Waid and Town Councilmembers
Town of Parker, Colorado
20120 E. Mainstreet
Parker, CO 80138

FROM: Bernadette Albanese, M.D., M.P.H.
Medical Epidemiologist

John M. Douglas Jr., M.D.
Executive Director
Tri-County Health Department
Greenwood Village, Colorado

Re: Proposed ordinance for the Town of Parker to ban kratom sales

Tri-County Health Department (TCHD) is the district health department for Adams, Arapahoe, and Douglas Counties and the Town of Parker, Colorado. As physicians at TCHD, we are concerned about the potential consequences of increasing sales of kratom in our jurisdiction. Our stance on kratom use aligns with the U.S. Food and Drug Administration (FDA). **As a precautionary measure, TCHD strongly recommends that the Town of Parker proactively ban any sale of kratom in its jurisdiction.**

For several years, the FDA has issued clear warnings about the use of kratom^{1,2,3,4} and has banned importation of kratom for human consumption as a drug or dietary ingredient. FDA does not consider kratom safe to consume because of the lack of oversight of kratom's production overseas and adverse health effects. Kratom contains psychoactive chemicals that interact in the brain like opioids. The FDA ban and warnings are based on a growing number of

¹ www.fda.gov/news-events/public-health-focus/fda-and-kratom

² www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-new-warning-letters-fda-issuing-companies-marketing

³ www.fda.gov/news-events/press-announcements/fda-warns-companies-selling-illegal-unapproved-kratom-products-marketed-opioid-cessation-pain

⁴ www.fda.gov/food/outbreaks-foodborne-illness/fda-investigated-multistate-outbreak-salmonella-infections-linked-products-reported-contain-kratom

reports about significant adverse health effects in people, such as high heart rate, agitation, irritability, drowsiness, hallucinations, nausea, and high blood pressure. There are reports of liver damage, seizures, and death⁵ (including deaths attributed to kratom in Colorado⁶). Additionally, kratom is produced outside the U.S. from the leaves of a tropical tree native to Southeast Asia. That means there are no U.S. standards for kratom production, no quality control, and no system-wide safeguards to ensure the product being sold in the U.S. is kratom and free from impurities or contamination.

FDA has federal authority over drugs or other products marketed as having a medical claim to treat a health condition. However, kratom has not been FDA-approved as a drug, dietary supplement, or food ingredient. Despite these federal restrictions and concerns about production quality, the U.S. kratom industry still imports this product even if labeled not for human consumption, then repackages the substance and sells via online or other retail outlets purposely for people to ingest.

When consumed, kratom exerts opioid-like effects in the body and is being actively marketed by the kratom industry to treat medical ailments — like body aches, muscle fatigue, or to regulate mood, reduce tension, or support healthy metabolism, and as a way to wean off prescription opioids — despite absent or inadequate scientific evidence to support these unproven medical claims. Repeatedly, the kratom industry has been unable to provide scientific evidence to meet FDA criteria for kratom to be approved for therapeutic use or as a dietary supplement.

In public settings, kratom industry representatives have acknowledged these issues:

- That imported kratom can be adulterated or contaminated.
- That kratom can be addicting.
- That there are risks and unknown health effects of using kratom and other drugs, including opioids, despite the medical claim of using kratom to wean off opioids.
- That it is unknown whether kratom is contraindicated when using other prescription drugs.
- That the effects of using kratom while driving are unknown.
- That the effects of kratom on a pregnant woman or a fetus are unknown.

People are using kratom without being fully informed about risks, proper dosing, contraindications, or drug interactions. There is a lack of accurate information on whether kratom actually works to treat their medical condition. It is the responsibility of federal

⁵ Unintentional drug overdose deaths with kratom detected. Morb Mortal Wkly Rep 2019;68:326-7

⁶ Deaths in Colorado attributed to kratom. N Engl J Med 2019;380:97–8. <https://doi.org/10.1056/NEJMc1811055>.

authorities, not local municipalities, to ensure a product being sold for human consumption — as either a drug or dietary supplement (to treat a medical condition) or as a food ingredient — is legal, approved, and safe to use. However, given the current ambiguity under which kratom is being marketed, it is reasonable and appropriate for a local municipality to ban its sale.

Therefore, in summary, TCHD strongly recommends the Town of Parker ban sales of kratom in its jurisdiction. FDA does not consider kratom safe to consume and there are significant warnings from the medical community about adverse outcomes, including death. There simply is not enough scientific data in the U.S. on how to use kratom safely and properly to justify sales to anyone of any age. Possibly over time, the kratom industry will compile the necessary scientific evidence about safety, dosing, and proven medical effects needed to complete the FDA approval process.

For questions, concerns, or any additional information, please contact Dr. Bernadette Albanese at balbanese@tchd.org or 303-220-9200.

Supplemental materials:

- Sample warning letter from the FDA to kratom wholesalers violating the Federal Food, Drug, and Cosmetic Act by introducing kratom into interstate commerce.
 - www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/chillin-mix-kratom-559280-09042018
 - www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/mitra-distributing-inc-562402-09042018

This information is provided on behalf of the Tri-County Health Department as the district public health agency and not on behalf of the Commissioners of Adams, Arapahoe or Douglas Counties.



Request for Town Council Action

Date: September 16, 2019
Submitted By: Tyler Sandt, Development Review Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **COMPARK VILLAGE FILING NO. 4, Drainage Easements from Edge 470 Land LLC**

Department: **Engineering/Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item concerns three resolutions accepting the conveyance of drainage easements covering drainage improvements proposed with the Site Plan for a portion of Compark Village Filing 4.

The easement was split into three separate agreements because the proposed drainage infrastructure spans multiple property lines.

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 a portion of Compark Village Filing 4. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

For the reason that the drainage improvements proposed with these easements will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



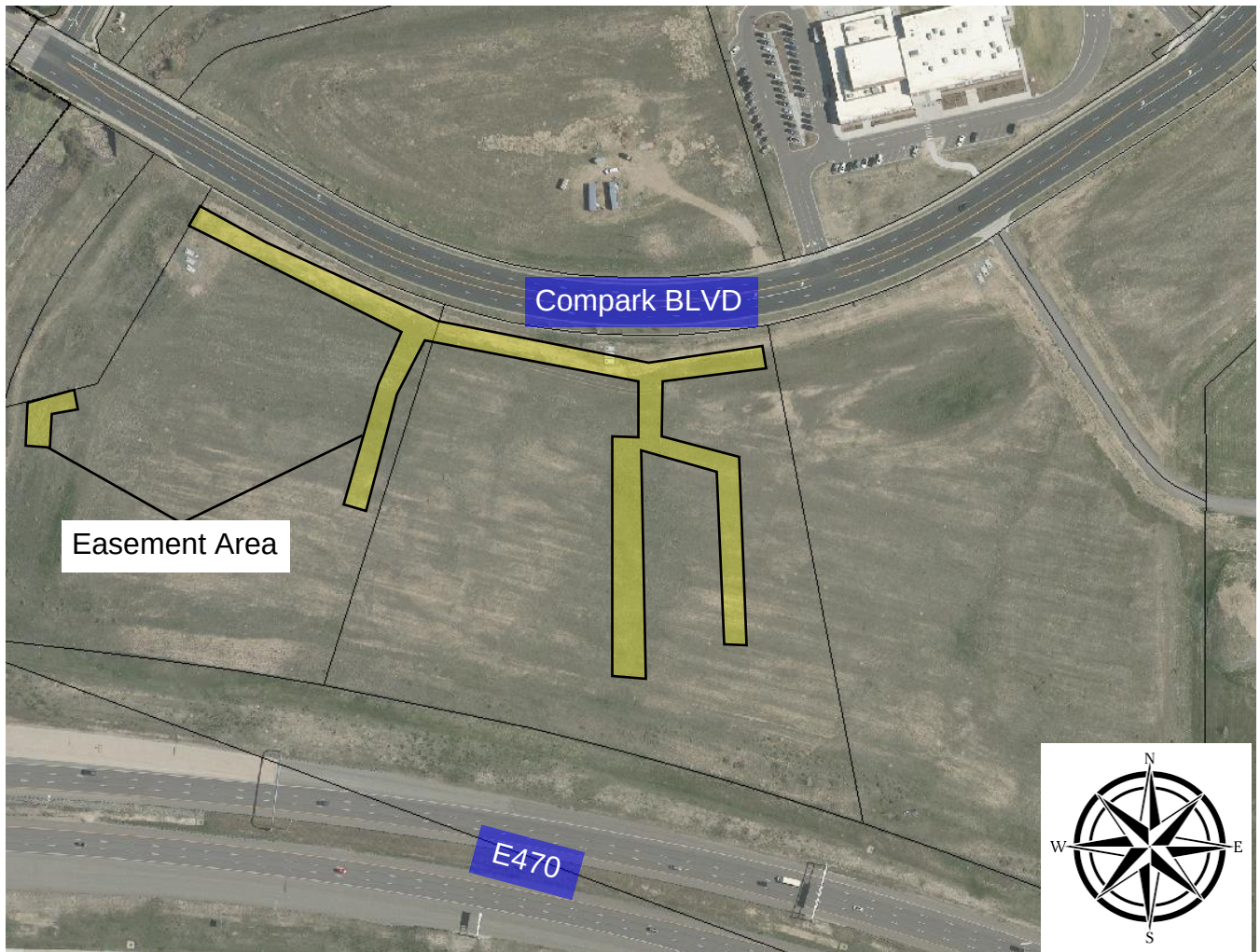
ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

- 1) I move to approve Resolution No. 19-078 as part of the consent agenda.
- 2) I move to approve Resolution No. 19-079 as part of the consent agenda.
- 3) I move to approve Resolution No. 19-080 as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 19-078, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM EDGE 470 LAND LLC, FOR A PART OF LOT 1, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1

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 Edge 470 Land LLC, for a part of Lot 1, Compark Village Filing No. 4, Amendment No. 1, 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 _____, 2019.

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 _____, 2019, by Edge 470 Land LLC, a Colorado limited liability company having an address at 1512 Larimer Street Suite 100, Denver, Colorado 80202 ("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 by

the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

GRANTOR:

Bruce H. Etkin, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Bruce H. Etkin, as Manager of Edge 470 Land LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

Notary Public

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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING THOSE CERTAIN PORTIONS OF LOT 1, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 2019017003 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, WHENCE THE NORTH LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 87°36'30" EAST, A DISTANCE OF 2,614.88 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 70°41'01" EAST, A DISTANCE OF 628.49 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 10°16'40" EAST, A DISTANCE OF 52.44 FEET;

THENCE NORTH 10°30'31" WEST, A DISTANCE OF 5.36 FEET;

THENCE NORTH 78°05'43" EAST, A DISTANCE OF 45.34 FEET;

THENCE SOUTH 12°14'41" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 78°05'43" WEST, A DISTANCE OF 26.63 FEET;

THENCE SOUTH 10°16'40" WEST, A DISTANCE OF 41.42 FEET;

THENCE NORTH 79°43'20" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.049 ACRES, (2,125 SQUARE FEET), MORE OR LESS.

TOGETHER WITH,

PARCEL B:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, WHENCE THE NORTH LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 87°36'30" EAST, A DISTANCE OF 2,614.88 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 71°24'34" EAST, A DISTANCE OF 1081.58 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 12°49'18" EAST, A DISTANCE OF 215.61 FEET;

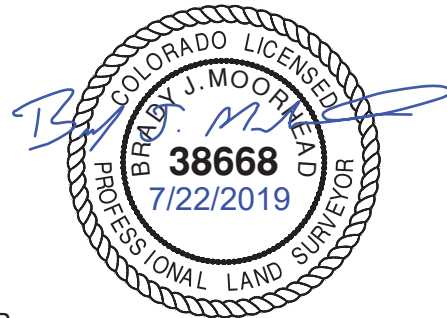
THENCE NORTH 25°42'50" EAST, A DISTANCE OF 106.60 FEET;

THENCE NORTH 63°28'39" WEST, A DISTANCE OF 218.60 FEET;

THENCE NORTH 60°09'27" WEST, A DISTANCE OF 74.45 FEET;

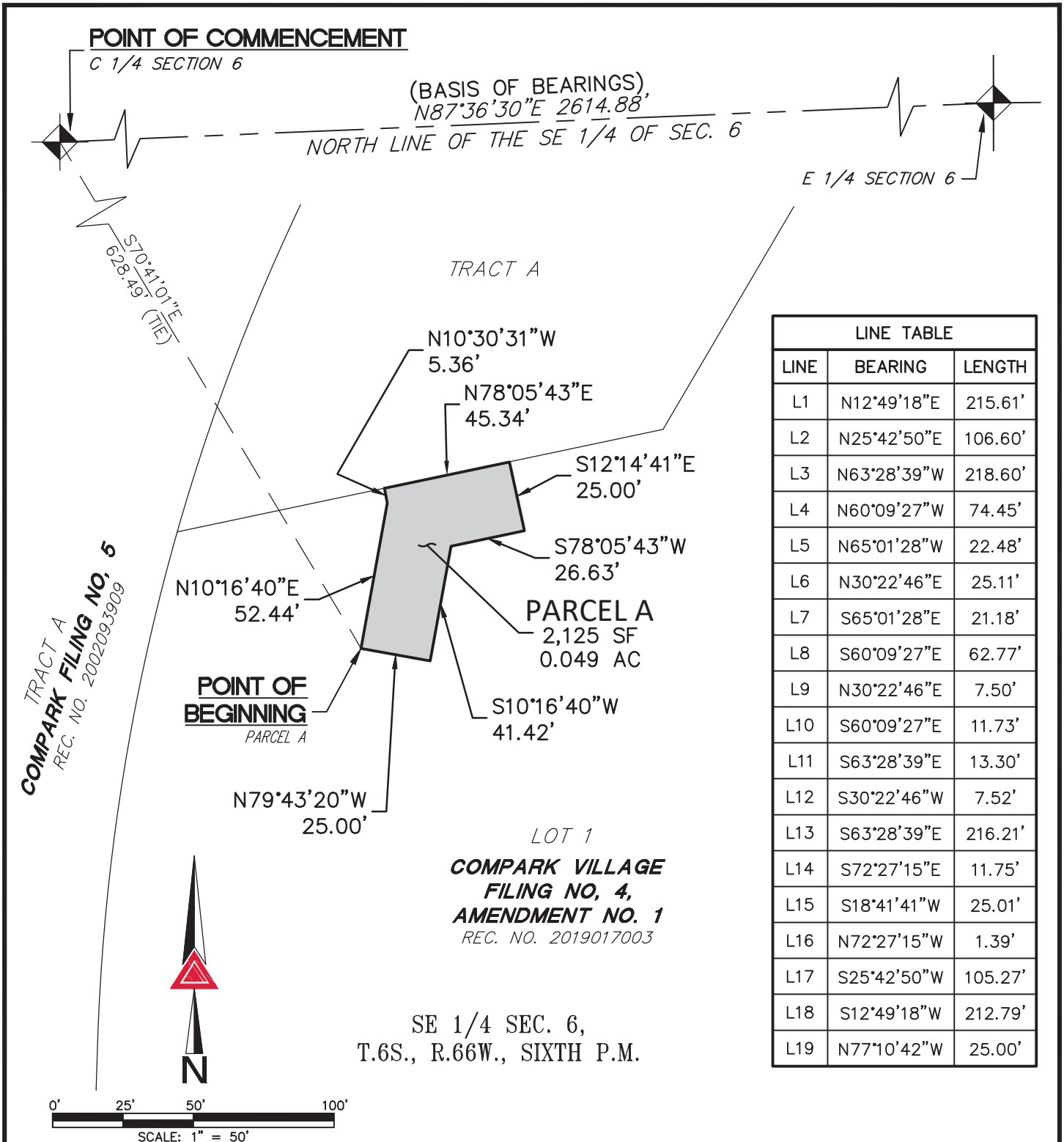
THENCE NORTH 65°01'28" WEST, A DISTANCE OF 22.48 FEET;

THENCE NORTH 30°22'46" EAST, A DISTANCE OF 25.11 FEET;
THENCE SOUTH 65°01'28" EAST, A DISTANCE OF 21.18 FEET;
THENCE SOUTH 60°09'27" EAST, A DISTANCE OF 62.77 FEET;
THENCE NORTH 30°22'46" EAST, A DISTANCE OF 7.50 FEET;
THENCE SOUTH 60°09'27" EAST, A DISTANCE OF 11.73 FEET;
THENCE SOUTH 63°28'39" EAST, A DISTANCE OF 13.30 FEET;
THENCE SOUTH 30°22'46" WEST, A DISTANCE OF 7.52 FEET;
THENCE SOUTH 63°28'39" EAST, A DISTANCE OF 216.21 FEET;
THENCE SOUTH 72°27'15" EAST, A DISTANCE OF 11.75 FEET;
THENCE SOUTH 18°41'41" WEST, A DISTANCE OF 25.01 FEET;
THENCE NORTH 72°27'15" WEST, A DISTANCE OF 1.39 FEET;
THENCE SOUTH 25°42'50" WEST, A DISTANCE OF 105.27 FEET;
THENCE SOUTH 12°49'18" WEST, A DISTANCE OF 212.79 FEET;
THENCE NORTH 77°10'42" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.383 ACRES, (16,666 SQUARE FEET), MORE OR LESS.
CONTAINING A COMBINED AREA OF 0.432 ACRES, (18,791 SQUARE FEET), MORE OR LESS.
EXHIBIT ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 e. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\23418-39\DWG\EXHIBITS
DWG NAME: STORM EASEMENT.DWG
DWG: RDR CHK: BJM
DATE: 07-22-2019
SCALE: 1" = 50'



AZTEC
CONSULTANTS, INC.

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

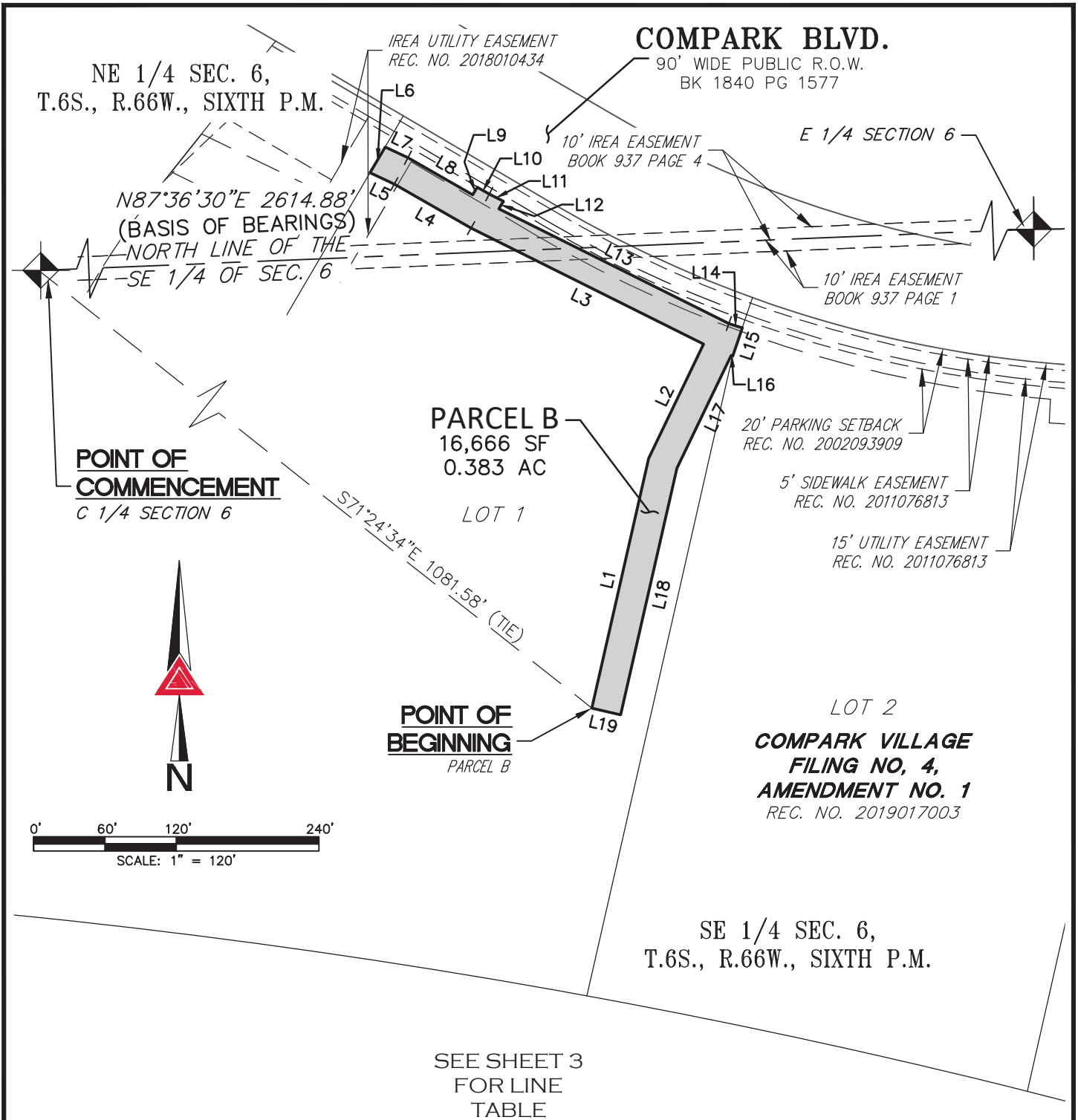
EXHIBIT

LOT 1, COMPARK VILLAGE FILING NO. 4, AMND NO. 1
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

JOB NUMBER 23418-39

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\23418-39\DWG\EXHIBITS
DWG NAME: STORM EASEMENT.DWG
DWG: RDR CHK: BJM
DATE: 07-22-2019
SCALE: 1" = 120'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
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EXHIBIT

LOT 1, COMPARK VILLAGE FILING NO. 4, AMND NO. 1
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
JOB NUMBER 23418-39 4 OF 4 SHEETS

RESOLUTION NO. 19-079, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM EDGE 470 LAND LLC, FOR A PART OF LOT 2, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1

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 Edge 470 Land LLC, for a part of Lot 2, Compark Village Filing No. 4, Amendment No. 1, 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 _____, 2019.

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 _____, 2019, by Edge 470 Land LLC, a Colorado limited liability company having an address at 1512 Larimer Street Suite 100, Denver, Colorado 80202 (“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 by

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF LOT 2, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 2019017003 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, WHENCE THE NORTH LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 87°36'30" EAST, A DISTANCE OF 2,614.88 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 87°34'27" EAST, A DISTANCE OF 1,144.77 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 18°41'41" EAST, A DISTANCE OF 25.01 FEET;

THENCE SOUTH 72°27'15" EAST, A DISTANCE OF 24.37 FEET;

THENCE NORTH 17°32'45" EAST, A DISTANCE OF 7.50 FEET;

THENCE SOUTH 72°27'15" EAST, A DISTANCE OF 11.26 FEET;

THENCE SOUTH 76°42'05" EAST, A DISTANCE OF 12.78 FEET;

THENCE SOUTH 17°32'45" WEST, A DISTANCE OF 7.52 FEET;

THENCE SOUTH 76°42'05" EAST, A DISTANCE OF 278.01 FEET;

THENCE NORTH 83°33'01" EAST, A DISTANCE OF 37.98 FEET;

THENCE SOUTH 00°51'37" WEST, A DISTANCE OF 25.20 FEET;

THENCE SOUTH 83°33'01" WEST, A DISTANCE OF 28.08 FEET;

THENCE SOUTH 12°49'18" WEST, A DISTANCE OF 96.97 FEET;

THENCE SOUTH 62°55'26" EAST, A DISTANCE OF 36.63 FEET;

THENCE SOUTH 12°49'18" WEST, A DISTANCE OF 256.11 FEET;

THENCE NORTH 77°10'42" WEST, A DISTANCE OF 2.67 FEET;

THENCE NORTH 12°49'18" EAST, A DISTANCE OF 230.99 FEET;

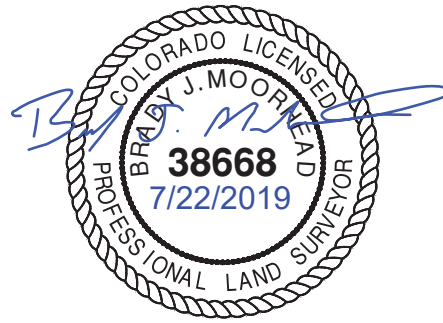
THENCE NORTH 62°55'26" WEST, A DISTANCE OF 42.13 FEET;

THENCE SOUTH 12°49'18" WEST, A DISTANCE OF 287.29 FEET;

THENCE NORTH 77°10'42" WEST, A DISTANCE OF 25.00 FEET;

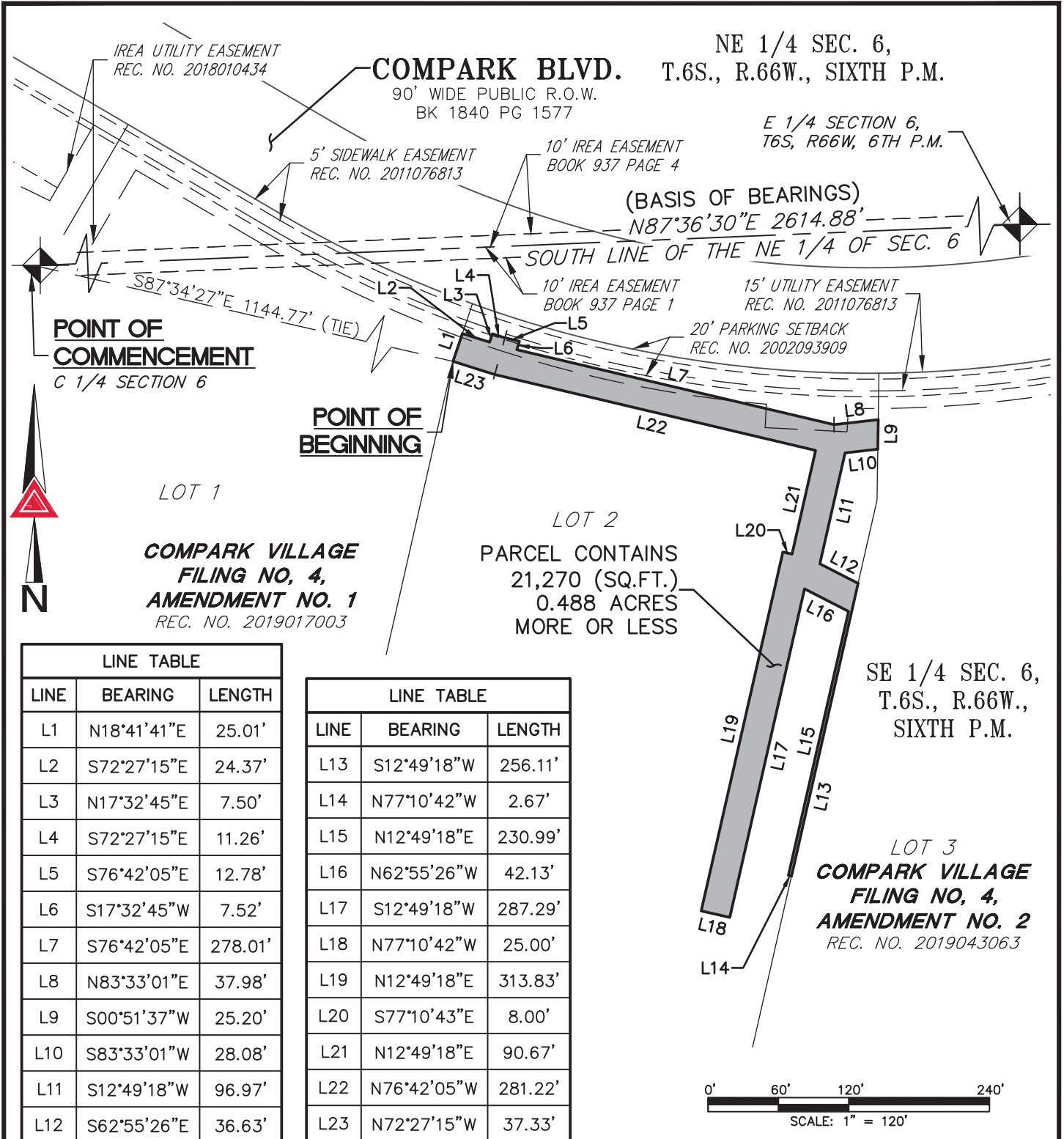
THENCE NORTH 12°49'18" EAST, A DISTANCE OF 313.83 FEET;

THENCE SOUTH 77°10'43" EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 12°49'18" EAST, A DISTANCE OF 90.67 FEET;
THENCE NORTH 76°42'05" WEST, A DISTANCE OF 281.22 FEET;
THENCE NORTH 72°27'15" WEST, A DISTANCE OF 37.33 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.488 ACRES, (21,270 SQUARE FEET), MORE OR LESS.
EXHIBIT ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\23418-39\DWG\EXHIBITS
 DWG NAME: STORM EASEMENT 2.DWG
 DWG: RDR CHK: BJM
 DATE: 07-22-2019
 SCALE: 1" = 120'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
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EXHIBIT

LOT 2, COMPARK VILLAGE FILING NO. 4, AMND NO. 1
 TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
 JOB NUMBER 23418-39 3 OF 3 SHEETS

RESOLUTION NO. 19-080, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM EDGE 470 LAND LLC, FOR A PART OF LOT 3, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 2

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 Edge 470 Land LLC, for a part of Lot 3, Compark Village Filing No. 4, Amendment No. 2, 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 _____, 2019.

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 _____, 2019, by Edge 470 Land LLC, a Colorado limited liability company having an address at 1512 Larimer Street Suite 100, Denver, Colorado 80202 ("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 by

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING THOSE CERTAIN PORTIONS OF LOT 3, COMPARK VILLAGE FILING NO. 4, AMENDMENT NO. 2 RECORDED AT RECEPTION NO. 2019043063 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, WHENCE THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 BEARS NORTH 87°36'30" EAST, A DISTANCE OF 2,614.88 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 85°19'04" EAST, A DISTANCE OF 1,511.12 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°51'37" EAST, A DISTANCE OF 25.20 FEET;

THENCE NORTH 83°33'01" EAST, A DISTANCE OF 40.52 FEET;

THENCE NORTH 08°52'32" WEST, A DISTANCE OF 7.51 FEET;

THENCE NORTH 83°33'01" EAST, A DISTANCE OF 12.72 FEET;

THENCE NORTH 81°07'28" EAST, A DISTANCE OF 12.29 FEET;

THENCE SOUTH 08°52'32" EAST, A DISTANCE OF 32.52 FEET;

THENCE SOUTH 81°07'28" WEST, A DISTANCE OF 12.55 FEET;

THENCE SOUTH 83°33'01" WEST, A DISTANCE OF 57.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.043 ACRES, (1,879 SQUARE FEET), MORE OR LESS.

TOGETHER WITH,

PARCEL B:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, WHENCE THE SOUTH LINE OF SAID NORTHEAST QUARTER BEARS NORTH 87°36'30" EAST, A DISTANCE OF 2,614.88 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 80°55'49" EAST, A DISTANCE OF 1,508.12 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 62°55'26" EAST, A DISTANCE OF 23.04 FEET;

THENCE SOUTH 12°49'18" WEST, A DISTANCE OF 250.43 FEET;

THENCE NORTH 77°10'42" WEST, A DISTANCE OF 22.34 FEET;

THENCE NORTH 12°49'18" EAST, A DISTANCE OF 256.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.130 ACRES, (5,657 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 0.173 ACRES, (7,536 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

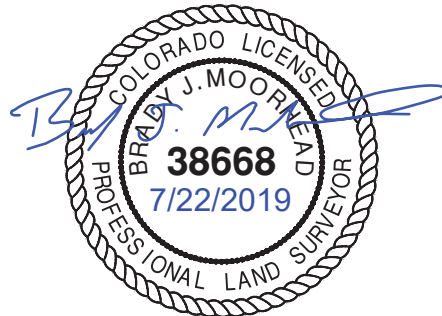
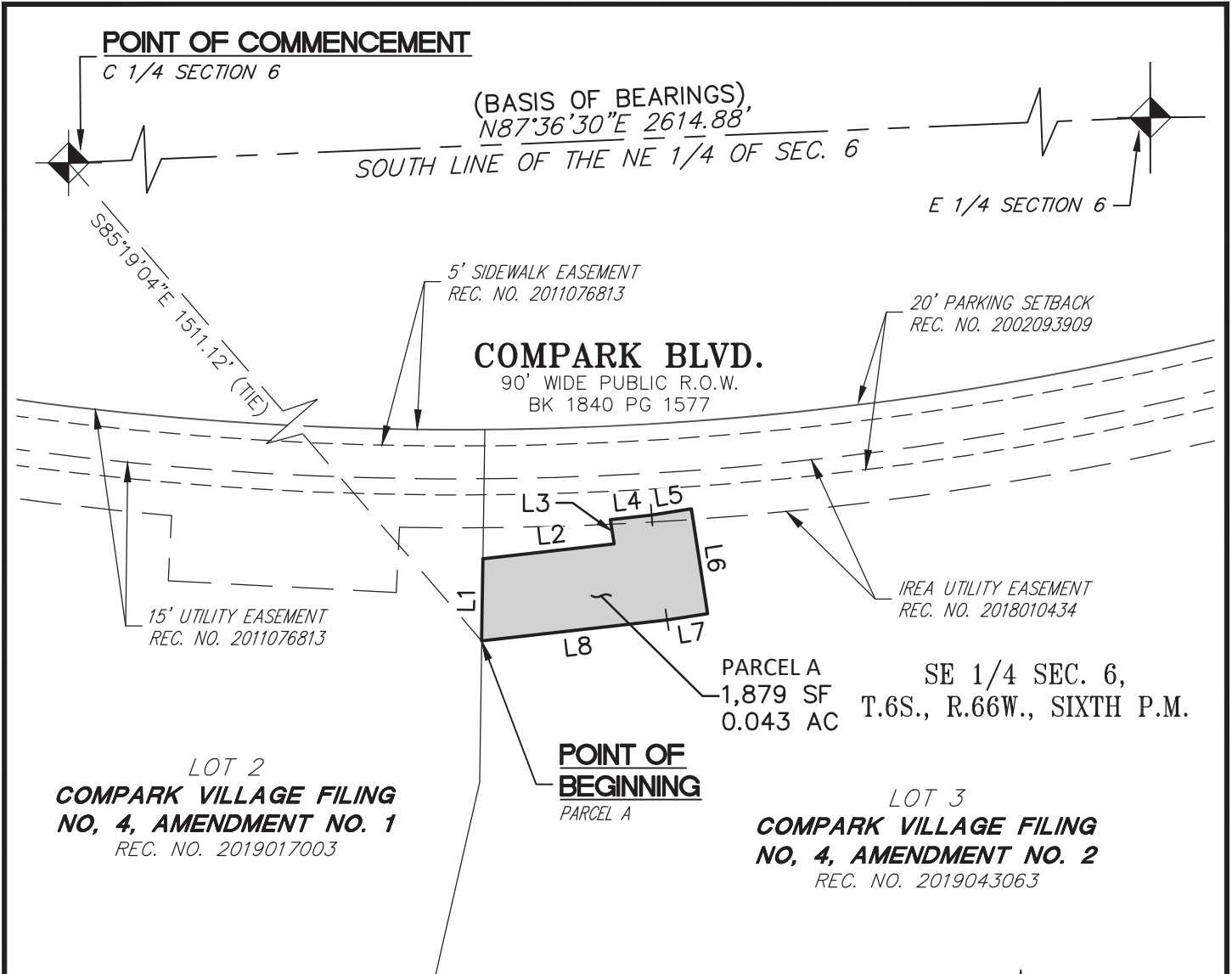
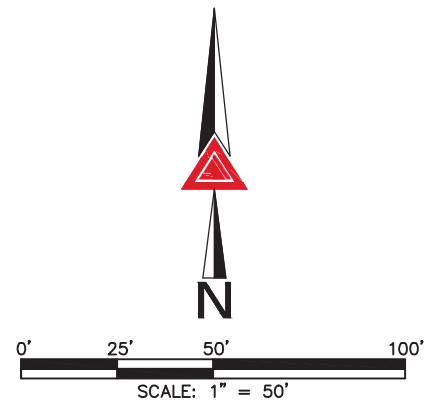


ILLUSTRATION TO EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°51'37"E	25.20'
L2	N83°33'01"E	40.52'
L3	N08°52'32"W	7.51'
L4	N83°33'01"E	12.72'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N81°07'28"E	12.29'
L6	S08°52'32"E	32.52'
L7	S81°07'28"W	12.55'
L8	S83°33'01"W	57.24'



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\23418-39\DWG\EXHIBITS
DWG NAME: STORM EASEMENT 3.DWG
DWG: RDR CHK: BJM
DATE: 07-22-2019
SCALE: 1" = 50'



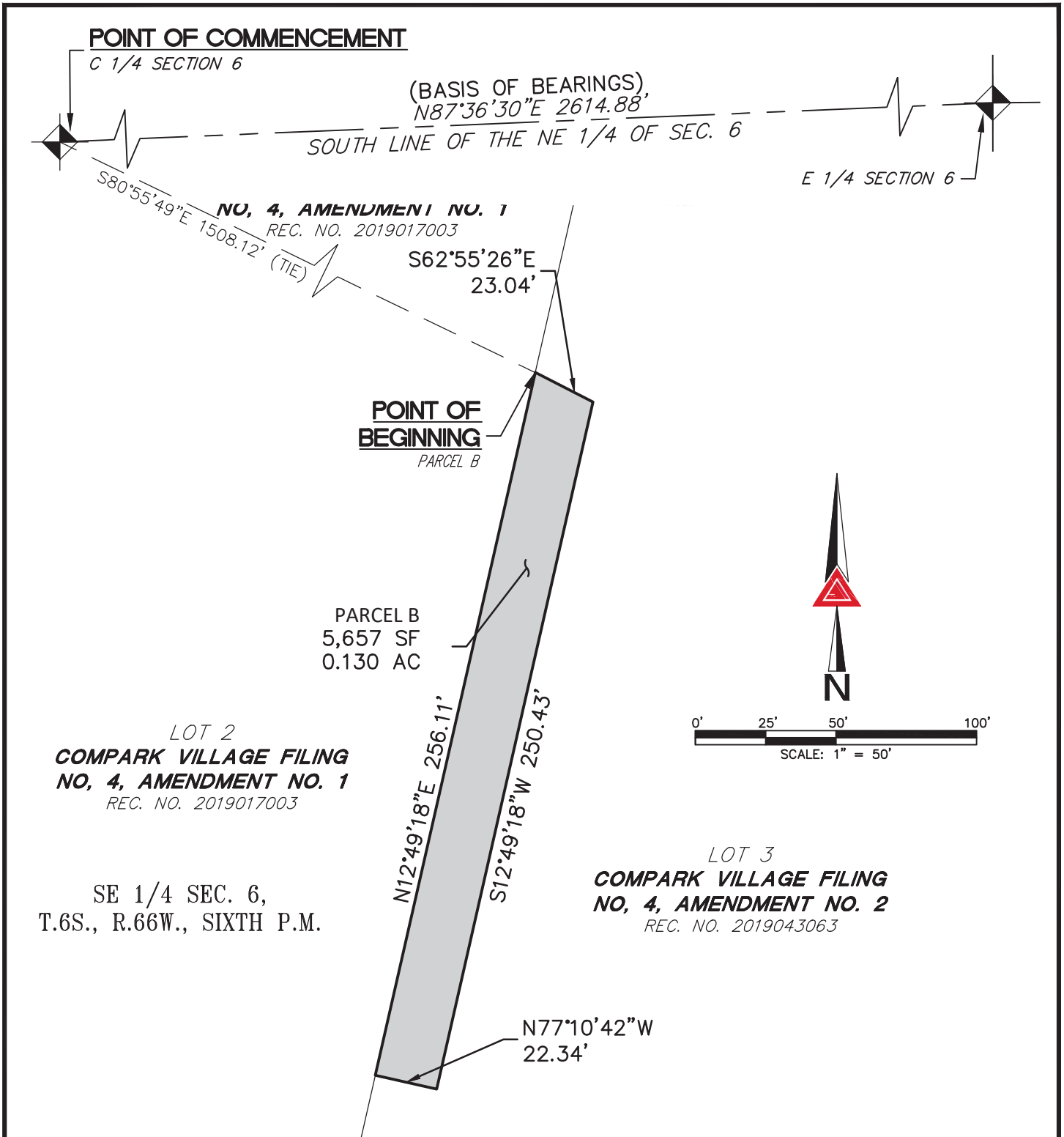
AZTEC
CONSULTANTS, INC.

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

EXHIBIT

LOT 3, COMPARK VILLAGE FILING NO. 4, AMND NO. 2
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
JOB NUMBER 23418-39 2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\23418-39\DWG\EXHIBITS
DWG NAME: STORM EASEMENT 3.DWG
DWG: RDR CHK: BJM
DATE: 07-22-2019
SCALE: 1" = 50'



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EXHIBIT

LOT 3, COMPARK VILLAGE FILING NO. 4, AMND NO. 2
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
JOB NUMBER 23418-39 3 OF 3 SHEETS



Request for Town Council Action

Date: September 16, 2019
Submitted By: Tyler Sandt, Development Review Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **COMPARK VILLAGE FILING NO. 4, Drainage Easements from Compark Land Company**

Department: **Engineering/Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item concerns two resolutions that would accept the conveyance of drainage easements for drainage improvements proposed with the Site Plan for a portion of Compark Village Filing 8.

The easement was split into two separate agreements because the proposed drainage infrastructure spans multiple property lines.

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 a portion of Compark Village Filing 8. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

For the reason that the drainage improvements proposed with these easements will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



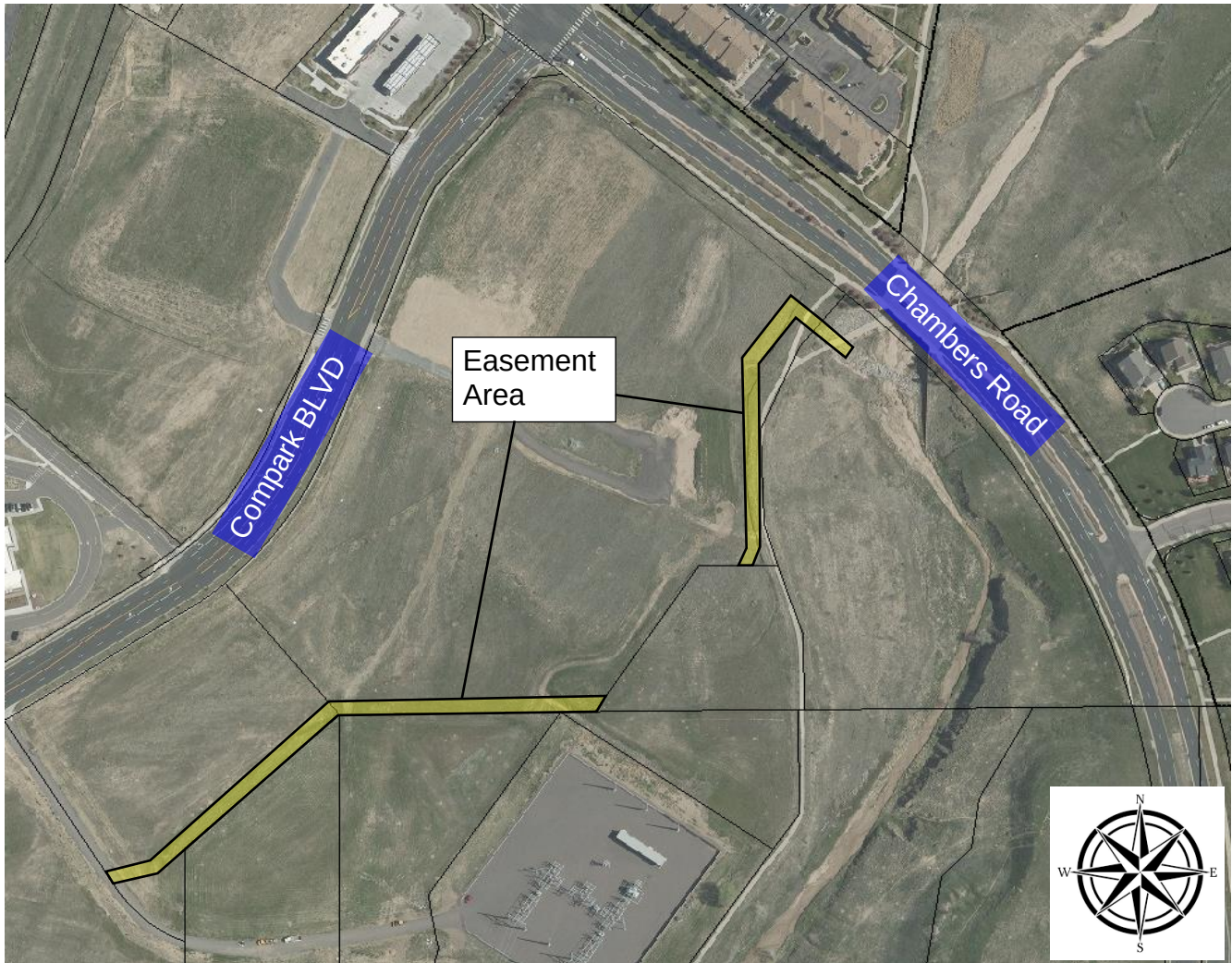
ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

- 1) I move to approve Resolution No. 19-081 as part of the consent agenda.
- 2) I move to approve Resolution No. 19-082 as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 19-081, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM COMPARK LAND COMPANY, FOR A PORTION OF TRACT D, COMPARK VILLAGE FILING NO. 4

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 Compark Land Company, for a portion of Tract D, Compark Village Filing No. 4, 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 _____, 2019.

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 _____, 2019, by Compark Land Company, a Colorado corporation having an address at 1001 Bannock Street Suite 463, Denver, Colorado 80204 (“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 by

the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

GRANTOR: COMPARK LAND COMPANY

Thomas C. Triplett, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Thomas C. Triplett, as President of Compark Land Company, a Colorado corporation.

My commission expires: _____

(S E A L)

Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT D, COMPARK VILLAGE FILING NO. 4 RECORDED AT RECEPTION NO. 2002093908, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, WHENCE THE SOUTH LINE OF SAID NORTHWEST QUARTER BEARS NORTH 89°24'31" EAST, A DISTANCE OF 2,637.46 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 49°12'29" EAST, A DISTANCE OF 1,100.23 FEET TO THE NORTHWEST BOUNDARY OF SAID TRACT D, COMPARK VILLAGE FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHWEST BOUNDARY, NORTH 39°29'40" EAST, A DISTANCE OF 25.25 FEET;

THENCE DEPARTING SAID NORTHWEST BOUNDARY, SOUTH 58°32'32" EAST, A DISTANCE OF 77.49 FEET;

THENCE SOUTH 55°44'35" EAST, A DISTANCE OF 17.22 FEET;

THENCE SOUTH 31°27'28" WEST, A DISTANCE OF 25.03 FEET;

THENCE NORTH 55°44'35" WEST, A DISTANCE OF 17.83 FEET;

THENCE NORTH 58°32'32" WEST, A DISTANCE OF 80.41 FEET TO THE NORTHWEST BOUNDARY OF SAID TRACT D AND THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.055 ACRES, (2,412 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

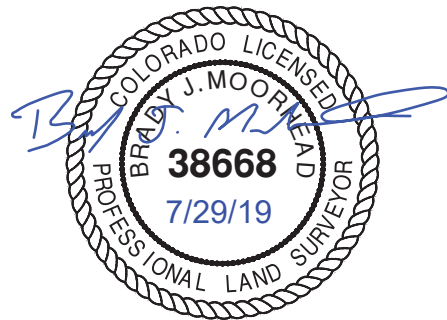
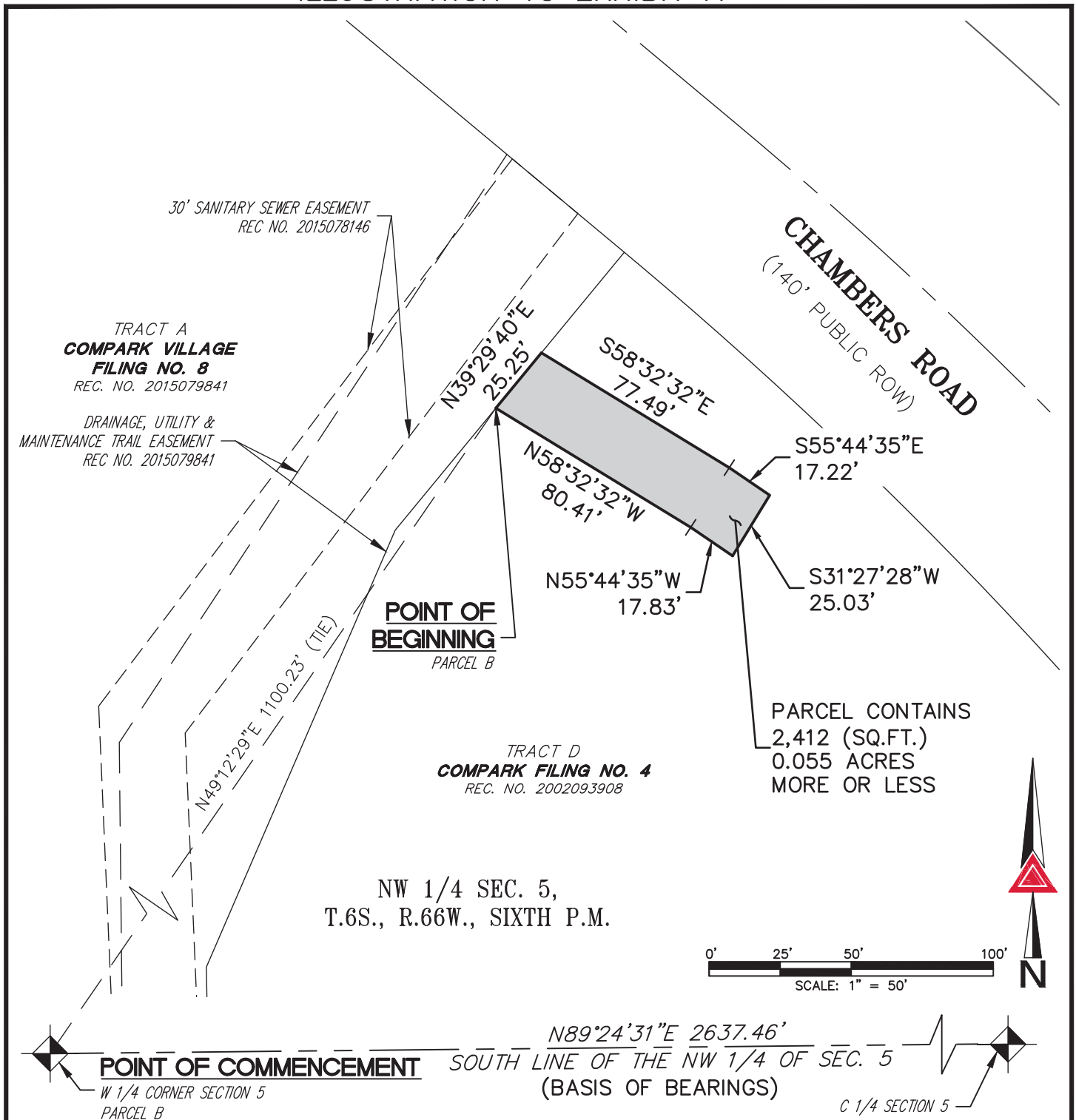


ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
DWG NAME: _____
DWG: GLW CHK: BJM
DATE: 07-29-2019
SCALE: 1" = 50'

OFFSITE STORM EASEMENT - TRACT D.DWG



AZTEC
CONSULTANTS, INC.

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

Q:\23419-05 - Compark Village F-4, Amnd No. 2\DWG\EXHIBITS

EXHIBIT

NW 1/4 SEC. 5, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 23419-05

2 OF 2 SHEETS

RESOLUTION NO. 19-082, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM COMPARK LAND COMPANY, FOR A PORTION OF TRACT E, COMPARK VILLAGE FILING NO. 4

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 Compark Land Company, for a portion of Tract E, Compark Village Filing No. 4, 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 _____, 2019.

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 _____, 2019, by Compark Land Company, a Colorado corporation having an address at 1001 Bannock Street Suite 463, Denver, Colorado 80204 (“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 by

the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

GRANTOR: COMPARK LAND COMPANY

Thomas C. Triplett, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Thomas C. Triplett, as President of Compark Land Company, a Colorado corporation.

My commission expires: _____

(S E A L)

Notary Public

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

Mike Waid, Mayor

Carol Baumgartner, Town Clerk

By: _____
[name/title]

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF TRACT E, COMPARK VILLAGE FILING NO. 4 RECORDED AT RECEPTION NO. 2011076813, A PORTION OF TRACT A, COMPARK VILLAGE FILING NO. 8 RECORDED AT RECEPTION NO. 2015079841, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 5 AND THE EAST HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 5, WHENCE THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 BEARS NORTH 89°24'31" EAST, A DISTANCE OF 2,637.46 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHEASTERLY BOUNDARY AND THE SOUTHWESTERLY EXTENSION THEREOF OF SAID TRACT E, COMPARK VILLAGE FILING NO. 4, SOUTH 47°16'37" WEST, A DISTANCE OF 422.99 FEET;

THENCE SOUTH 66°19'27" WEST, A DISTANCE OF 79.74 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT E;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 32°36'44" WEST, A DISTANCE OF 25.31 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 66°19'27" EAST, A DISTANCE OF 79.48 FEET;

THENCE NORTH 47°16'37" EAST, A DISTANCE OF 428.43 FEET;

THENCE NORTH 89°24'31" EAST, A DISTANCE OF 468.58 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT A, COMPARK VILLAGE FILING NO. 8;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 33°44'01" WEST, A DISTANCE OF 30.27 FEET TO SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°24'31" WEST, A DISTANCE OF 441.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.551 ACRES, (24,014 SQUARE FEET), MORE OR LESS.

TOGETHER WITH,

PARCEL B:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, WHENCE THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 BEARS NORTH 89°24'31" EAST, A DISTANCE OF 2,637.46 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 67°55'02" EAST, A DISTANCE OF 726.13 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT A, COMPARK VILLAGE FILING NO. 8 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 18°47'40" EAST, A DISTANCE OF 68.41 FEET;

THENCE NORTH 02°18'25" WEST, A DISTANCE OF 269.14 FEET;

THENCE NORTH 31°14'56" EAST, A DISTANCE OF 198.36 FEET;

THENCE SOUTH 58°32'32" EAST, A DISTANCE OF 72.75 FEET TO THE NORTHWEST BOUNDARY OF TRACT D COMPARK VILLAGE FILING NO. 4, RECORDED AT RECEPTION NO. 20002093908, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHWEST BOUNDARY, SOUTH 39°29'40" WEST, A DISTANCE OF 25.25 FEET;

THENCE DEPARTING SAID NORTHWEST BOUNDARY, NORTH 58°32'32" WEST, A DISTANCE OF 44.13 FEET;

THENCE SOUTH 31°14'56" WEST, A DISTANCE OF 165.73 FEET;

THENCE SOUTH 02°18'25" EAST, A DISTANCE OF 266.26 FEET;

THENCE SOUTH 18°47'40" WEST, A DISTANCE OF 64.26 FEET TO SAID SOUTHERLY BOUNDARY;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°23'58" WEST, A DISTANCE OF 26.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.330 ACRES, (14,363 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 0.881 ACRES, (38,377 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

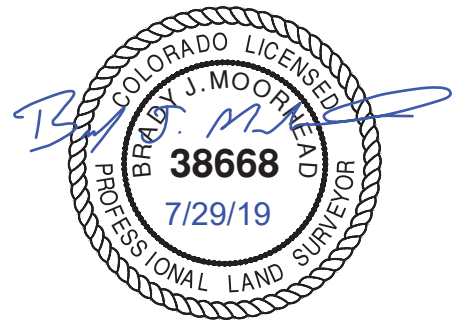
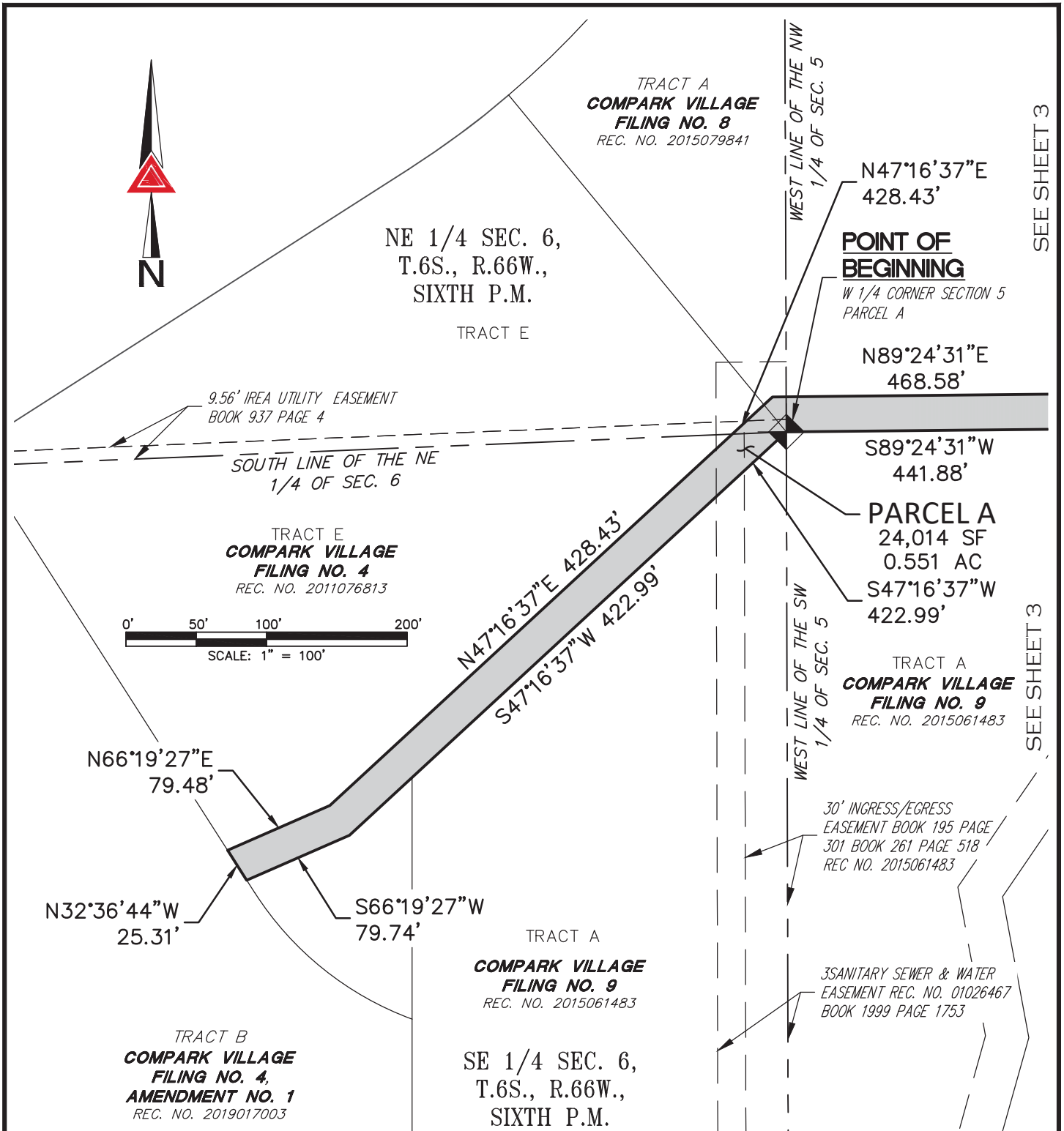


ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
 DWG NAME: _____
 DWG: RBA CHK: JRW
 DATE: 07-18-2019
 SCALE: 1" = 100'

OFFSITE STORM EASEMENT PARCEL A.DWG



AZTEC
 CONSULTANTS, INC.

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

Q:\23419-05 - Compark Village F-4, Amnd No. 2\Draw\EXHIBITS

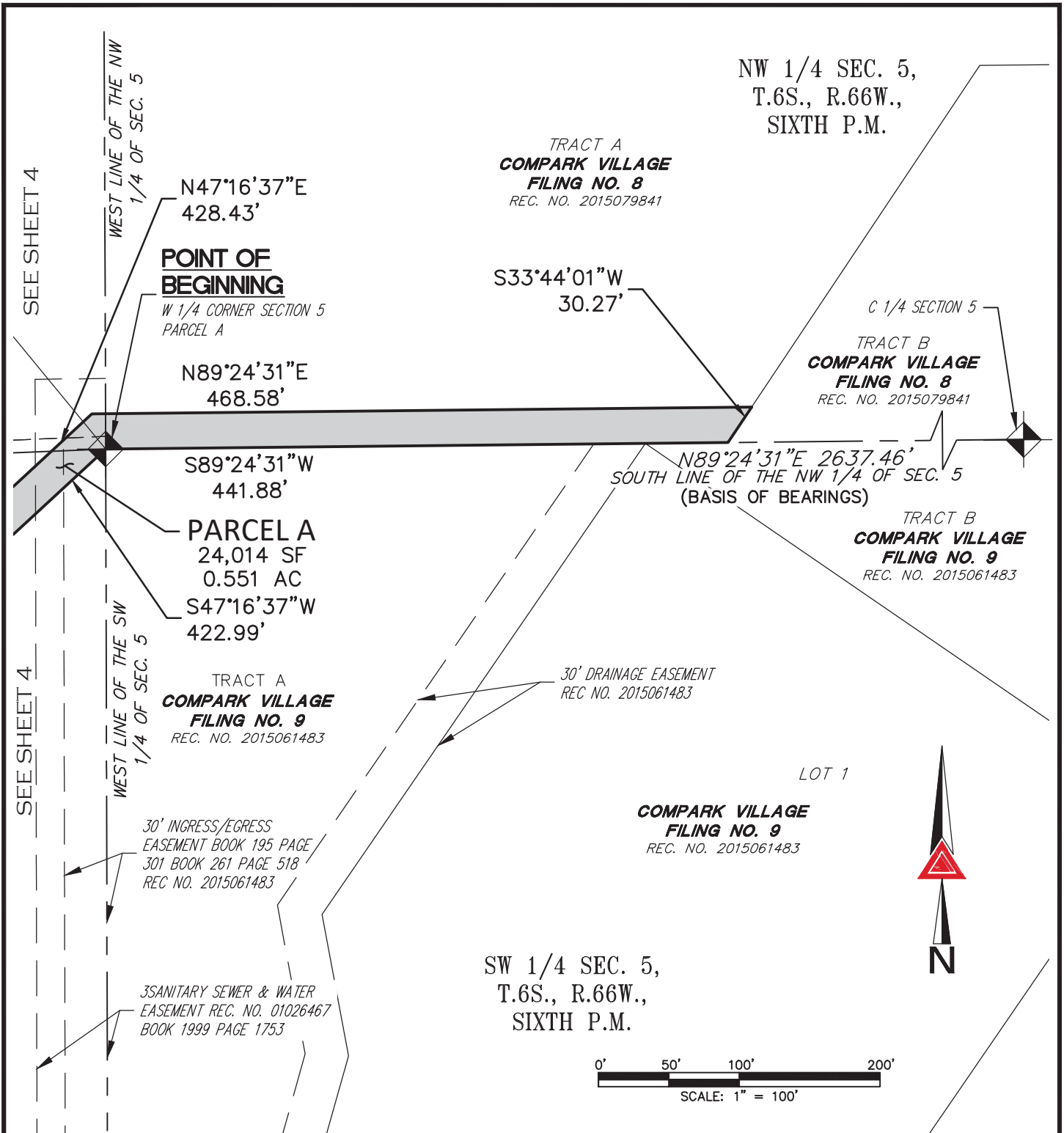
EXHIBIT

**SEC. 5 & SEC. 6, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO**

JOB NUMBER 23419-05

3 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME:
DWG: **RBA** CHK: **JRW**
DATE: **07-18-2019**
SCALE: **1" = 100'**

OFFSITE STORM EASEMENT PARCEL A.DWG



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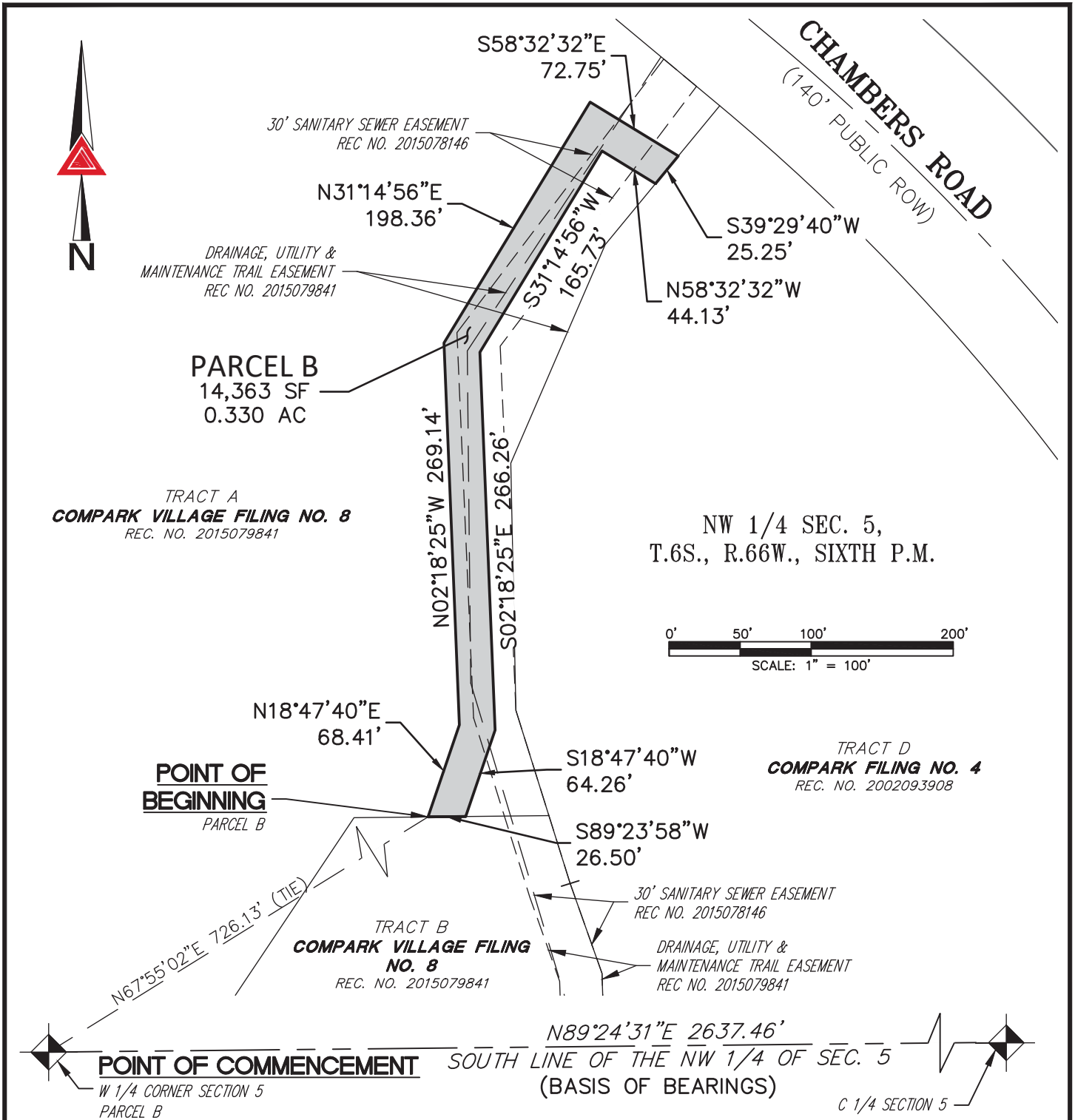
EXHIBIT

**SEC. 5 & SEC. 6, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO**

JOB NUMBER 23419-05

4 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
 DWG NAME: _____
 DWG: RBA CHK: BJM
 DATE: 07-25-2019
 SCALE: 1" = 100'

OFFSITE STORM EASEMENT PARCEL B.DWG



AZTEC
CONSULTANTS, INC.

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

Q:\23419-05 - Compark Village F-4, Amnd No. 2\Draw\EXHIBITS

EXHIBIT

SEC. 5 & SEC. 6, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 23419-05

5 OF 5 SHEETS



Request for Town Council Action

Date: September 16, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-083**
A Resolution Approving the Form of Capital Fee Pledge Agreement Between Anthology West Metropolitan District No. 6 and Anthology West Metropolitan District No. 5

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution approves the form of Capital Fee Pledge Agreement submitted by Anthology West Metropolitan District Nos. 5 and 6.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

By Resolution No. 16-024 adopted on April 4, 2016, the Town Council approved the Consolidated Service Plan (the “Original Service Plan”) dated March 21, 2016 for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2), Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West and Anthology West Metropolitan District No. 6. The Original Service Plan was amended by a First Amendment to the Service Plan, which was approved by the Town Council on May 20, 2019. The Original Service Plan states in part that it is anticipated the Districts, collectively, will undertake the financing and construction of the Public Improvements, and that the Districts will share certain Public Improvements costs. The Original Service Plan also provides that all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution by the Districts.

In anticipation of the issuance by Anthology West Metropolitan District No. 5 of its General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019B and its

Subordinate General Obligation Limited Tax Bonds, Series 2019B (together, the “Series 2019 Bonds”), this agreement provides that Anthology West Metropolitan District No. 6 will pledge its Capital Facilities Fee revenue for those bonds. The Districts have submitted to the Town a proposed Capital Fee Pledge Agreement, which is attached to the resolution, for approval in accordance with the provisions of the Original Service Plan.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-083

RECOMMENDED MOTION

I move to approve Resolution No. 19-083 as part of the consent agenda.

RESOLUTION NO. 19-083, Series of 2019

TITLE: A RESOLUTION APPROVING THE FORM OF CAPITAL FEE PLEDGE AGREEMENT BETWEEN ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6 AND ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 5

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-024 adopted on April 4, 2016, the Town Council of the Town of Parker (the “Town Council”) approved the Consolidated Service Plan (the “Original Service Plan”) dated March 21, 2016 for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2), Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West and Anthology West Metropolitan District No. 6, as amended by the First Amendment to the Consolidated Service Plan (the “First Amendment to the Service Plan” and together with the Original Service Plan, the “Service Plan”) for Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6 (together, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6 are the “Districts”), which First Amendment to the Service Plan was approved by the Town Council pursuant to Resolution No. 19-031, Series 2019, adopted on May 20, 2019; and

B. Section V.C of the Original Service Plan states in part that it is anticipated the Districts, collectively, will undertake the financing and construction of the Public Improvements, and that the Districts will share certain Public Improvements costs (as the term “Public Improvements” is defined in the Original Service Plan).

C. Pursuant to Section X of the Original Service Plan, all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution thereof by the Districts.

D. In anticipation of the issuance by Anthology West Metropolitan District No. 5 of its General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019B and its Subordinate General Obligation Limited Tax Bonds, Series 2019B (together, the “Series 2019 Bonds”), to the repayment of which Anthology West Metropolitan District No. 6 shall pledge its Capital Fee revenue (as that term is defined in the proposed Capital Fee Pledge Agreement), and which Series 2019 Bonds shall be used for the purpose of financing a portion of the Public Infrastructure, the Districts have submitted to the Town a proposed Capital Fee Pledge Agreement, which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

E. Pursuant to state statute, the Town of Parker Municipal Code and the Service Plan, the Town Council has authority to review the proposed Capital Fee Pledge Agreement.

F. The Town Council has reviewed the proposed Capital Fee Pledge Agreement and the related information submitted by and on behalf of the Districts in connection therewith and, based upon the representations of the Districts set forth in the proposed Capital Fee Pledge

Agreement and in such related information, the Town Council has determined to adopt this resolution approving the execution by the Districts of the form of the proposed Capital Fee Pledge Agreement.

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

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed Capital Fee Pledge Agreement and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby authorizes the Districts to execute the Capital Fee Pledge Agreement substantially in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Capital Fee Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plan or any intergovernmental agreement between the Town and the Districts. Further, Town approval herein of the form of the Capital Fee Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Original Service Plan), which remain in full force and effect in accordance with their terms. Town approval herein of the form of the Capital Fee Pledge Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Capital Fee Pledge Agreement.

RESOLVED AND PASSED effective as of the ____ day of September, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CAPITAL FEE PLEDGE AGREEMENT

This **CAPITAL FEE PLEDGE AGREEMENT** (this “Agreement”) is entered into this _____ day of September, 2019 between **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6**, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (the “Operating District”) and **ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 5**, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (“District No. 5” and, together with the Operating District, collectively, the “Districts”). All capitalized terms used and not otherwise defined in the “Background” below have the respective meanings assigned in Section 1 hereof. This Agreement shall take effect as of the Effective Date, as defined herein.

BACKGROUND

A. The organization of District No. 5 was approved by the qualified electors voting at the election of District No. 5 duly called and held on May 3, 2016 in accordance with law and pursuant to due notice (the “District No. 5 Election”). Following such electoral approval, District No. 5 was duly and regularly organized pursuant to an Order and Decree of the District Court, Douglas County, Colorado, issued on May 19, 2016 and recorded with the Douglas County Clerk and Recorder on June 30, 2016 at Reception No. 2016042451. The organization of the Operating District was approved by the qualified electors voting at the election of the Operating District duly called and held on May 3, 2016 in accordance with law and pursuant to due notice (the “Operating District Election”). Following such electoral approval, the Operating District was organized pursuant to the Order and Decree Organizing Anthology West Metropolitan District No. 6 approved by the Douglas County District Court on May 19, 2016 and recorded with the County Clerk and Recorder on June 30, 2016 at Reception No. 2016042452.

B. The Districts operate under and within the limitations of the Service Plan, which contemplates cooperation between the Districts and the other Anthology Districts (defined below) as provided herein and in the Service Plan. The Service Plan complies with the applicable provisions of Sections 32-1-101, C.R.S., et seq., as amended (the “Special District Act”) and all required governmental approvals have been obtained therefor. Under the Service Plan, the Anthology Districts are intended to work together and coordinate their efforts with respect to the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Community Public Infrastructure (defined below), and the primary purpose of the Anthology Districts is to provide for such infrastructure.

C. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Districts (and the other Anthology Districts) may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt.

D. Pursuant to the District Operating Services Agreement dated as of January 1, 2017 (the “Operating Services Agreement”) by and among Anthology West Metropolitan

District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2) (“District No. 2”); Anthology West Metropolitan District No. 3 (formerly known as Cherry Creek South Metropolitan District No. 3) (“District No. 3”); Anthology West Metropolitan District No. 4 (“District No. 4”); District No. 5; and the Operating District (collectively, the “Anthology Districts”), the Anthology Districts have agreed, among other things, to work together and coordinate their efforts with respect to the activities contemplated in the Service Plan including, without limitation, management and administration, structuring of financing, coordination of construction, and limited operations and maintenance of public improvements necessary and appropriate for the development of the Anthology West community, which encompasses (or is anticipated to encompass) District Nos. 2, 3, 4 and 5 (the “Anthology West Community”). The Operating District is to coordinate the capital construction and financing activities on behalf of District Nos. 2, 3, 4 and 5, including the financing, construction and installation of the public infrastructure necessary to serve the Anthology West Community, including the Project (collectively, the “Community Public Infrastructure”).

E. District No. 5 is issuing its General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019B, in the aggregate principal amount of \$[4,330,000] (the “Series 2019A Senior Bonds”) and its Subordinate General Obligation Limited Tax Bonds, Series 2019B, in the aggregate principal amount of \$[840,000] (the “Series 2019B Subordinate Bonds and, together with the Series 2019A Senior Bonds, the “Series 2019 Bonds”) for the purpose of financing a portion of the Project.

F. The Operating District has imposed a Capital Facilities Fee on property within District No. 5, the revenue from which is intended to be used to finance a portion of the Project. Accordingly, the Board of Directors of the Operating District has made a determination that, in order to fulfill certain of its obligations under the Operating Services Agreement, the Operating District is to pledge the revenue from certain Capital Facilities Fees to District No. 5 for the purpose of paying and securing the Series 2019 Bonds, all as more particularly provided herein.

G. Pursuant to the Operating District Election, the Operating District has voter authorized but unissued authorization to incur indebtedness in the amounts and for the purposes set forth below:

Purpose	Principal Amount
Streets	\$10,000,000
Parks and Recreation	10,000,000
Water	10,000,000
Sanitation/Storm Sewer	10,000,000
Public Transportation	10,000,000
Mosquito Control	10,000,000
Safety Protection	10,000,000
Fire Protection	10,000,000
Television Relay and Translation	10,000,000
Security	10,000,000
Operations and Maintenance	10,000,000
Refunding	10,000,000
Intergovernmental Agreements	10,000,000
Private Contracts	10,000,000

I. This Agreement constitutes a multiple fiscal year financial obligation of the Operating District within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR). Accordingly, the Board of Directors of the Operating District has determined to allocate the indebtedness of the Operating District represented by this Agreement to the “Intergovernmental Agreements” category of indebtedness authorized at the Operating District Election in an amount equal to the total amount of Capital Facilities Fee Revenue actually collected by the Operating District and paid to District No. 5 under this Agreement. The Operating District shall make such allocation annually in the Operating District’s audited financial statements.

J. The Service Plan defines “Debt” as bonds or other obligations for the payment of which a District (as defined in the Service Plan, which includes the Operating District) has promised to impose an ad valorem property tax mill levy. The Operating District is pledging Capital Fees under this Agreement to District No. 5’s Series 2019 Bonds and is not promising to impose ad valorem property taxes. Accordingly, this Agreement does not constitute “Debt” within the meaning of the Service Plan.

K. The Districts have determined that the execution of this Agreement and the issuance of the Series 2019 Bonds and other District Obligations, if any, for the purpose of financing or refinancing the Project are in the best interests of the Districts and the occupants, property owners, and taxpayers thereof.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of this Agreement shall have the respective meanings set forth below:

“Additional Junior Lien Bonds” means indebtedness issued by District No. 5 after the Effective Date which constitutes a Junior Lien Obligation.

“Additional Senior Bonds” means indebtedness issued by District No. 5 after the Effective Date which constitutes a Senior Obligation.

“Additional Subordinate Bonds” means indebtedness issued by District No. 5 after the Effective Date which constitutes a Subordinate Obligation.

“Agreement” means this Capital Fee Pledge Agreement as the same may be amended from time to time in accordance with the provisions hereof and the applicable Governing Instruments.

“Anthology Districts” means, collectively, District No. 2, District No. 3, District No. 4, District No. 5 and the Operating District.

“Bond Trustee” means (a) with respect to the Series 2019 Bonds, UMB Bank, n.a., in Denver, Colorado, or any successor thereof and (b) with respect to any other District Obligation, the trustee, paying agent, custodian or other administrative agent acting as such with respect to the applicable District Obligation under the applicable Governing Instrument.

“Bondholders” means the registered owners from time to time of the District Obligations.

“Capital Facilities Fee Resolution” means the Amended and Restated Resolution of the Board of Directors of the Anthology West Metropolitan District No. 6 Concerning the Imposition of Capital Facilities Fee adopted on and effective as of March 7, 2018, and acknowledged by District No. 1, District No. 2, District No. 3, District No. 4, and District No. 5, recorded on April 16, 2018 with the Douglas County Clerk and Recorder at Reception No. 2018022062, as the same may be further amended, supplemented and/or restated from time to time in accordance with the Series 2019 Indentures (for so long as the Series 2019 Bonds are outstanding) and the other Governing Instruments (with respect to any other outstanding District Obligations).

“Capital Facilities Fee Revenue” means, collectively, (a) the revenue derived from imposition of the Capital Facilities Fees by the Operating District, and (b) the revenue derived from any action to enforce the collection of the Capital Facilities Fees, including revenue derived from the sale or other disposition of property acquired by the Operating District from any action to enforce the collection of such fees.

“Capital Facilities Fees” means the fees by that name imposed by the Operating District pursuant to the Capital Facilities Fee Resolution on property within District No. 5 and collected after the date of issuance of the Series 2019 Bonds.

“District No. 2” means Anthology West Metropolitan District No. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), in the Town of Parker, Douglas County, Colorado.

“District No. 3” means Anthology West Metropolitan District No. 3 (formerly known as Cherry Creek South Metropolitan District No. 3), in the Town of Parker, Douglas County, Colorado.

“District No. 4” means Anthology West Metropolitan District No. 4, in the Town of Parker, Douglas County, Colorado.

“District No. 5” means Anthology West Metropolitan District No. 5, in the Town of Parker, Douglas County, Colorado.

“District No. 5 Election” means the election of District No. 5 duly called and held on May 3, 2016 in accordance with law and pursuant to due notice.

“District No. 6” or the *“Operating District”* means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

“District Obligations” means, collectively, (a) the Series 2019A Senior Bonds; (b) the Series 2019B Subordinate Bonds; (c) any Additional Senior Bonds; (d) any Additional Subordinate Bonds; and (e) any Additional Junior Lien Bonds.

“Districts” means, collectively, the Operating District and District No. 5.

“Effective Date” means the date on which District No. 5 issues the Series 2019 Bonds.

“Governing Instrument” means (a) with respect to the Series 2019A Senior Bonds, the Series 2019A Senior Indenture; (b) with respect to the Series 2019B Subordinate Bonds, the Series 2019 Subordinate Indenture; (c) with respect to the Series 2019 Bonds collectively, the Series 2019 Indentures; (d) with respect to any other District Obligations, the resolution, indenture, agreement or other instrument(s) governing such District Obligations.

“Junior Lien Obligation” means indebtedness of District No. 5 meeting the definition of a “Junior Lien Bond” within the meaning of the Series 2019B Subordinate Indenture, provided that any such obligation is issued in accordance with the applicable provisions of all Governing Instruments then in effect.

“Operating District” or *“District No. 6”* means Anthology West Metropolitan District No. 6, in the Town of Parker, Douglas County, Colorado.

“Operating District Board” means the Board of Directors of the Operating District.

“Operating District Election” means the election of the Operating District duly called and held on May 3, 2016 in accordance with law and pursuant to due notice.

“Operating Services Agreement” has the meaning set forth in Paragraph D of the “Background” hereof.

“Outstanding” has the following meanings: (a) with respect to the Series 2019 Bonds, such term has the meanings ascribed thereto, respectively, in the Series 2019 Indentures and (b) with respect to any other District Obligation, such term has the meaning ascribed thereto in the applicable Governing Instrument.

“Payment Obligation” has the meaning assigned to such term in Section 2.04(a) hereof.

“Project” means the acquisition, construction, and installation of public facilities the debt for which was approved at the District No. 5 Election, including, without limitation, necessary or appropriate equipment.

“Senior Obligation” means indebtedness of District No. 5 meeting the definition of a “Senior Bond” within the meaning of the Series 2019 Indentures, provided that any such obligation is issued in accordance with the applicable provisions of all Governing Instruments then in effect.

“Series 2019 Bonds” means, collectively, the Series 2019A Senior Bonds and the Series 2019B Subordinate Bonds.

“Series 2019 Indentures” means, collectively, the Series 2019A Senior Indenture and the Series 2019B Subordinate Indenture.

“Series 2019A Senior Bonds” means the General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019B, issued by District No. 5 in the aggregate principal amount of \$[4,330,000].

“Series 2019A Senior Indenture” means the Indenture of Trust dated as of September ___, 2019 between District No. 5 and the Bond Trustee pursuant to which the Series 2019A Senior Bonds are issued, as the same may be supplemented or amended from time to time in accordance with the provisions thereof.

“Series 2019B Subordinate Bonds” means the Subordinate General Obligation Limited Tax Bonds, Series 2019B, issued by District No. 5 in the aggregate principal amount of \$[840,000].

“Series 2019B Subordinate Indenture” means the Indenture of Trust dated as of September ___, 2019 between District No. 5 and the Bond Trustee pursuant to which the Series 2019B Subordinate Bonds are issued, as the same may be supplemented or amended from time to time in accordance with the provisions thereof.

“*Service Plan*” means the Consolidated Service Plan for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2); Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3); Anthology West Metropolitan District No. 4; Anthology West Metropolitan District No. 5; and Anthology West Metropolitan District No. 6, Town of Parker, Colorado, dated March 21, 2016, was approved by the Town Council of the Town of Parker, Colorado (the “Town Council”) pursuant to Resolution No. 16-024, Series 2016, adopted on April 4, 2016 (which instrument also constitutes the Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2) and Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), as amended pursuant to the First Amendment to the Consolidated Service Plan for Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6, Town of Parker, Colorado, dated May 20, 2019 and approved by the Town Council pursuant to Resolution No. 19-031, Series 2019, adopted on May 20, 2019, and as the same may be further amended or supplemented from time to time.

“*State*” means the State of Colorado.

“*Subordinate Obligation*” means indebtedness of District No. 5 meeting the definition of a “Subordinate Bond” within the meaning of the Series 2019 Indentures, provided that any such obligation is issued in accordance with the applicable provisions of all Governing Instruments then in effect.

“*Supplemental Act*” shall mean the Supplemental Public Securities Act, Sections 11-57-201, et seq., C.R.S., as the same may be amended from time to time.

“*Termination Date*” means the first date on which no District Obligations are Outstanding within the meaning of the applicable Governing Instrument(s).

Section 1.02. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and, except for use of the term “hereof” where the context so indicates, such terms shall not refer to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement; and the term “hereafter” means after the date of execution of this Agreement.

All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in Section 1.01 hereof.

Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. Electoral Authorization.

(a) ***Election.*** The voted authorization for the Operating District to incur debt and the total maximum repayment cost relating thereto was approved at the Operating District Election as required by Article X, Section 20 of the Colorado Constitution.

(b) ***Allocation of Voted Authorization.*** The Operating District's Board has determined that the indebtedness represented by this Agreement shall be allocated to the category of indebtedness approved at the Operating District Election entitled "Intergovernmental Agreements." The Operating District's Board has further determined that the amount of indebtedness to be so allocated shall be that amount equal to the total amount of Capital Facilities Fee Revenue actually collected by the Operating District and paid to District No. 5 under this Agreement. The Operating District covenants and agrees that it shall make such allocation annually in the Operating District's audited financial statements. Accordingly, the continual performance by the Operating District of its obligations under this Agreement in accordance with the terms hereof requires no further electoral approval.

(c) ***Limits of Electoral Authorization.*** In no event shall the total or annual obligations of the Operating District hereunder exceed the maximum amounts permitted under the Operating District Election. Upon payment by the Operating District hereunder of the maximum amounts authorized by the Operating District Election, the obligations of the Operating District under this Agreement will be deemed defeased and no longer outstanding.

Section 2.02. Financing and Refinancing of the Project. District No. 5 shall issue the Series 2019 Bonds for the purpose of financing and refinancing the Project. Additional District Obligations may also be issued from time to time, subject to the limitations of the Series 2019 Indentures and any other Governing Instrument then in effect, for the purpose of financing and/or refinancing the Project. The Operating District hereby acknowledges and agrees that, in consideration of performing its obligations under the Operating Services Agreement, District No. 5 is issuing indebtedness to finance and/or refinance the Project, all of which benefits the property owners, occupants, and taxpayers of the Districts.

Section 2.03. Prepayment Prohibited. Because the actual dollar amount of the Operating District's obligations hereunder cannot be ascertained with any certainty at any time, the Operating District shall not be permitted to prepay its obligations hereunder.

Section 2.04. Pledge; Multiple Fiscal Year Financial Obligation.

(a) **Multiple Fiscal Year Financial Obligation.** The obligations of the Operating District to (i) impose, collect and enforce the Capital Facilities Fees and to (ii) pay the Capital Facilities Fee Revenue to District No. 5 in accordance with the terms hereof (the “Payment Obligation”) shall constitute multiple fiscal year financial obligations of the Operating District within the meaning of Article X, Section 20 of the Colorado Constitution.

(b) **Pledge of Capital Facilities Fee Revenue.** The Operating District hereby assigns to District No. 5 all of its right, title and interest in and to the Capital Facilities Fee Revenue and pledges the same to District No. 5 for the purpose of paying and securing the Series 2019 Bonds and any other District Obligations. The lien of District No. 5 on the Capital Facilities Fee Revenue shall constitute a first priority and exclusive lien thereon. District No. 5 shall pledge its interest in and to the Capital Facilities Fee Revenue to the Bond Trustee under the Series 2019 Indentures and any other applicable Governing Instrument for the benefit of the Bondholders from time to time, and the pledge of the Capital Facilities Fee Revenue to the various District Obligations Outstanding from time to time shall have the priority set forth in the applicable Governing Instruments.

(c) **Payment Obligation; Supplemental Act.** The Payment Obligation of the Operating District shall be secured by the pledge to District No. 5 of the Capital Facilities Fee Revenue. The Operating District hereby elects to apply all of the provisions of the Supplemental Act to its Payment Obligation under this Agreement and to the pledge of the Capital Facilities Fee Revenue to District No. 5 securing such obligation.

(d) **Remittance of Capital Facilities Fee Revenue.** District No. 5 hereby authorizes and directs the Operating District to pay (or cause to be paid) all Capital Facilities Fee Revenue to the Bond Trustee pursuant to written instructions provided by District No. 5, as the same may from time to time be revised by District No. 5 pursuant to written instructions provided to the Operating District with a copy to the Bond Trustee. On and after the Effective Date, the Operating District shall remit the Capital Facilities Fee Revenue to the Bond Trustee not less than monthly.

(e) **Exclusive Obligations.** The Operating District acknowledges and agrees that its obligations under this Agreement with respect to the Capital Facilities Fee Revenue run exclusively to District No. 5 for the benefit of the Bond Trustee and the Bondholders from time to time, and there is no prior, superior, subordinate or any other lien on the Capital Facilities Fee Revenue other than the lien thereon of the pledge to District No. 5 hereunder.

Section 2.05. Covenant of Further Assurances. The Operating District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as District No. 5 or the Bond Trustee may reasonably require for the better assuring, transferring, and pledging unto District No. 5 the Capital Facilities Fee Revenue.

Section 2.06. Appropriation. The sums herein required to pay the Capital Facilities Fee Revenue to or at the direction of District No. 5 pursuant to this Agreement are hereby appropriated for that purpose, and said amounts for each applicable year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the Board of the Operating District in each applicable year or years until the Termination Date. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Operating District to impose, administer, enforce and collect the Capital Facilities Fees or pay the Capital Facilities Fee Revenue to District No. 5 as provided herein.

Section 2.07. Survival of Payment Obligation. In addition, and without limiting the generality of the foregoing, the Payment Obligation of the Operating District shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of the Districts to properly disclose, pursuant to Colorado law, any potential conflicts of interest related hereto in any way.

Section 2.08. Limited Defenses; Specific Performance. It is understood and agreed by the Operating District that its obligations hereunder are absolute, irrevocable, and unconditional and so long as this Agreement has not been terminated, the Operating District agrees that, notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay performance of such obligations. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Operating District, in the event that the Operating District reasonably believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.07, it shall, nevertheless, impose the Capital Facilities Fees, collect and enforce the collection of the Capital Facilities Fee Revenue, and pay all amounts derived therefrom to or at the direction of District No. 5, and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.09. Additional Covenants.

(a) The Operating District will not issue or incur bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon the Capital Facilities Fee Revenue or any portion thereof, and will not otherwise assign or pledge the Capital Facilities Fee Revenue or any portion thereof to any person other than District No. 5 as provided herein.

(b) The Operating District shall not enter into agreement, or amend or supplement or consent to the amendment or supplement of any agreement to which it is a party or by which it or its property is bound which, in the reasonable judgment of the Operating District, would impair or reduce its Payment Obligation or the ability of the Operating District to perform its obligations hereunder.

(c) The Districts shall keep and maintain, or cause to be kept and maintained, accurate records and accounting entries reflecting all moneys received or delivered pursuant to this Agreement and the use(s) of such moneys.

(d) The Operating District shall annually allocate (or cause to be allocated) the total amount of Capital Facilities Fee Revenue actually collected by the Operating District and paid to District No. 5 under this Agreement each year to the voter authorized indebtedness obtained pursuant to the Operating District Election. The Operating District shall make (or cause to be made) such allocation annually in the Operating District's audited financial statements.

(e) The Operating District will maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its obligations hereunder, and the Operating District will continue to operate and manage the Operating District in an efficient and economical manner in accordance with all applicable laws, rules, and regulations.

(f) At least once a year the Operating District will cause an audit to be performed of the records relating to its revenues and expenditures, and the Operating District shall use its commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Operating District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(g) At least once a year District No. 5 will cause an audit to be performed of the records relating to its revenues and expenditures, and District No. 5 shall use its commercially reasonable efforts to have such audit report completed no later than September 30 of each calendar year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, District No. 5 will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(h) The Districts will carry general liability, public officials' liability, and such other forms of insurance coverage on insurable property of the Districts upon the terms and conditions as in the judgment of each of the Districts would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the Districts and their operations, respectively.

(i) Each official of the Districts or other person having custody of any funds of the Districts or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

(j) The Operating District will enforce the collection of all Capital Facilities Fees in such time and manner as the Operating District shall reasonably determine will be most efficacious in collecting the same, including, without limitation, the bringing of an action to foreclose any statutory or contractual lien which may exist in connection therewith.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of the Districts. Each of the Districts hereby makes the following representations and warranties to the best of its knowledge:

(a) ***Operating District.***

(i) The Operating District is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) The Operating District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The Operating District's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) The Operating District is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the Operating District to perform its obligations hereunder. The execution, delivery and performance by the Operating District of its obligations under this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the Operating District in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the Operating District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the Operating District is a party or which purports to be binding upon Operating District, or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) The Operating District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the Operating District of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which the Operating District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the Operating District, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of

the Operating District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the Operating District to perform its obligations under, this Agreement.

(vi) This Agreement constitutes a valid and binding obligation of the Operating District, legally enforceable against the Operating District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

(vii) The lien of this Agreement on the Capital Facilities Fee Revenue is a superior and exclusive pledge and has priority over any and all other obligations and liabilities of the Operating District which purport to pledge or assign the Capital Facilities Fee Revenue or any portion thereof.

(b) *District No. 5.*

(i) District No. 5 is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(ii) District No. 5 has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. District No. 5's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) District No. 5 is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of District No. 5 to perform its obligations hereunder. The execution, delivery and performance by District No. 5 of this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of District No. 5 in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of District No. 5 pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which District No. 5 is a party or which purports to be binding upon District No. 5 or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) District No. 5 has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by District No. 5 of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which District No. 5 is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of District No. 5 threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of District No. 5 is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of District No. 5 to perform its obligations under, this Agreement.

ARTICLE IV

NON-COMPLIANCE AND REMEDIES

Section 4.01. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “Event of Non-Compliance” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

(a) The Operating District fails to impose, collect or enforce the collection of the Capital Facilities Fees;

(b) The Operating District fails to remit the Capital Facilities Fee Revenue as required by the terms of this Agreement;

(c) any representation or warranty made by any party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party to this Agreement;

(d) the Operating District’s pledge of the Capital Facilities Fee Revenue for the purposes stated herein fails to be enforceable with the priority required hereunder;

(e) any party to this Agreement materially fails in the performance of any other of its covenants in this Agreement, and such material failure continues for 60 days after receipt of written notice from the other party specifying such default and requiring the same to be remedied;

(f) the Operating District commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement; or

(g) (i) any party to this Agreement shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for

relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

Section 4.02. Remedies For Events of Non-Compliance. Subject to Section 2.07 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the Operating District's pledge under this Agreement to District No. 5 of the Capital Facilities Fee Revenue for the purpose of securing its Payment Obligation hereunder shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The Capital Facilities Fee Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against Operating District irrespective of whether such persons have notice of such lien.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Operating District Board or any officer or agent of the Operating District acts in good faith, no civil recourse shall be had against such member, officer, or agent for payment or performance of the Operating District's Payment Obligation hereunder. Such recourse shall not be available either directly or indirectly against the Operating District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, District No. 5 and, by execution of the Indenture and any other Governing Instrument,

the Bond Trustee, each, for themselves and on behalf of the Bondholders from time to time, specifically waive any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and this recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Indenture shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

Operating District: Anthology West Metropolitan District No. 6
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.
Facsimile: (303) 858-1801
E-mail: kbear@wbapc.com

With a copy to: Anthology West Metropolitan District No. 5
c/o RainTree Investment Corp.
7200 S. Alton Way, Suite C400
Centennial, Colorado 80112
Attention: Jerry Richmond
Facsimile: (303) 721-9019
E-mail: JRichmond@raintree.us.com

District No. 5: Anthology West Metropolitan District No. 5
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristen Bear, Esq.
Facsimile: (303) 858-1801
E-mail: kbear@wbapc.com

With a copy to: Anthology West Metropolitan District No. 5
c/o RainTree Investment Corp.
7200 S. Alton Way, Suite C400
Centennial, Colorado 80112

Attention: Jerry Richmond
Facsimile: (303) 721-9019
E-mail: JRichmond@raintree.us.com

(a) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(b) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(c) Where this Agreement provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Section 5.06. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the applicable laws of the State.

(e) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties.

(f) Each party has participated fully in the review and creation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) The Districts shall have the right to access and review each other's records and accounts, on reasonable times during District's regular office hours, for purposes of determining compliance by the Districts with the terms of this Agreement. Such access shall be subject to the provisions of Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(j) The Operating District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 5.07. Third Party Beneficiaries.

(a) The Operating District acknowledges that the Bond Trustee must be entitled to rely on the performance by the Operating District of its Payment Obligation hereunder for the benefit of the Bondholders from time to time under the applicable Governing Instruments. In addition, other third parties may provide letters of credit, bond purchase agreements, liquidity instruments, interest rate protection agreements and other financial products providing security for District Obligations (collectively, "Credit Enhancement Providers") and, as a result, such Credit Enhancement Providers, if any, must also be entitled to rely on the Payment Obligation of the Operating District hereunder. Accordingly, (a) each Bond Trustee shall be a third party beneficiary hereunder for the benefit of the Bondholders from time to time under the applicable Governing Instruments and (b) each Credit Enhancement Provider for District Obligations shall be a third party beneficiary hereunder; *provided, however*, that the Bond Trustees and Credit Enhancement Providers shall constitute third party beneficiaries solely with respect to the Operating District's Payment Obligation and the obligation of the Operating District to impose, collect and enforce the Capital Facilities Fees as provided herein. Nothing in this Section 5.07(a) or elsewhere in this Agreement shall be construed as giving any third party beneficiary any rights other than as specified in the

preceding sentence, and in no event shall any third party beneficiary of this Agreement have any right of prior consent to any amendments hereto.

(b) It is intended that there be no third party beneficiaries of this Agreement other than the third party beneficiaries specifically named in Section 5.07(a) above and nothing contained herein, expressed or implied, is intended to give to any person any claim, remedy, or right under or pursuant hereto, and any agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective on the Effective Date and, subject to the provisions of Section 2.01(c) hereof, shall remain in effect until the Termination Date unless earlier terminated pursuant to mutual written agreement of the Districts; provided, however, that if any District Obligations are Outstanding, any such earlier termination of this Agreement shall be subject to the applicable provisions of all Governing Instruments then in effect. On the Termination Date this Agreement shall be deemed fully satisfied, all obligations of the parties hereto shall be discharged, and this Agreement shall terminate and no longer be of any force or effect.

IN WITNESS WHEREOF, the authorized officers of the Operating District and District No. 5 have executed this Capital Fee Pledge Agreement as of the day and year first above written.

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 6

By _____
Jerry B. Richmond, III, President

[SEAL]

ATTEST:

Secretary or Assistant Secretary

ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 5

By _____
Jerry B. Richmond, III, President

[SEAL]

ATTEST:

Secretary or Assistant Secretary

[Signature Page to Capital Fee Pledge Agreement]



Request for Town Council Action

Date: September 16, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO.19-084**
A Resolution Approving the Form of First Amendment to Mill Levy Equalization and Pledge Agreement By and Among Anthology West Metropolitan District No. 2, Anthology West Metropolitan District No. 3, Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution approves the form of First Amendment to Mill Levy Equalization and Pledge Agreement submitted by Anthology West Metropolitan District Nos. 2 through 6 (the "Districts").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

By Resolution No. 16-024 adopted on April 4, 2016, the Town Council approved the Consolidated Service Plan (the "Original Service Plan") dated March 21, 2016 for the Districts. The Original Service Plan was amended by a First Amendment to the Service Plan, which was approved by the Town Council on May 20, 2019. The Original Service Plan provides that all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution by the Districts.

The Districts entered into that certain Mill Levy Equalization and Pledge Agreement, dated January 1, 2017, to provide for the imposition of a uniform mill levy throughout the Districts for the purpose of paying debt service and operation and maintenance costs of the Districts. The Districts have determined that it is necessary to amend the Mill Levy Equalization and Pledge Agreement to reflect the revisions made to the Original Service Plan by the First Amendment to

the Service Plan. The First Amendment to Mill Levy Equalization and Pledge Agreement is attached to the resolution, for approval in accordance with the provisions of the Original Service Plan.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 19-084

RECOMMENDED MOTION

I move to approve Resolution No. 19-084 as part of the consent agenda.

RESOLUTION NO. 19-084, Series of 2019

TITLE: A RESOLUTION APPROVING THE FORM OF FIRST AMENDMENT TO MILL LEVY EQUALIZATION AND PLEDGE AGREEMENT BY AND AMONG ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2, ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 3, ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4, ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 5 AND ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-024 adopted on April 4, 2016, the Town Council of the Town of Parker (the “Town Council”) approved the Consolidated Service Plan (the “Original Service Plan”) dated March 21, 2016 for Cherry Creek South Metropolitan District No. 2 (now known as Anthology West Metropolitan District No. 2), Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3), Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West and Anthology West Metropolitan District No. 6, as amended by the First Amendment to the Consolidated Service Plan (the “First Amendment to the Service Plan” and together with the Original Service Plan, the “Service Plan”) for Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6 (together, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6 are the “Districts”), which First Amendment to the Service Plan was approved by the Town Council pursuant to Resolution No. 19-031, Series 2019, adopted on May 20, 2019; and

B. The Districts entered into that certain Mill Levy Equalization and Pledge Agreement, dated January 1, 2017, which was approved by the Town Council pursuant to Resolution No. 17-019, Series of 2017, adopted on March 20, 2017, to provide for the imposition of a uniform mill levy throughout the Districts for the purpose of paying debt service and operation and maintenance costs of the Districts, and the Mill Levy Equalization and Pledge Agreement may be supplemented, altered, amended and modified only by a writing signed by all of the Districts; and

C. The Districts have determined that it is necessary to amend the Mill Levy Equalization and Pledge Agreement to reflect the revisions made to the Original Service Plan via the First Amendment to the Service Plan, and such “First Amendment to Mill Levy Equalization and Pledge Agreement” is attached hereto as **Exhibit 1** and incorporated herein by this reference; and

D. Pursuant to Section X of the Original Service Plan, all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution thereof by the Districts.

E. Pursuant to state statute, the Town of Parker Municipal Code and the Service Plan, the Town Council has authority to review the proposed First Amendment to Mill Levy Equalization and Pledge Agreement.

F. The Town Council has reviewed the proposed Mill Levy Equalization and Pledge Agreement and the related information submitted by and on behalf of the Districts in connection therewith and, based upon the representations of the Districts set forth in the proposed First Amendment to Mill Levy Equalization and Pledge Agreement and in such related information, the Town Council has determined to adopt this resolution approving the execution by the Districts of the form of the proposed First Amendment to Mill Levy Equalization and Pledge Agreement.

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

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed First Amendment to Mill Levy Equalization and Pledge Agreement and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby authorizes the Districts to execute the First Amendment to Mill Levy Equalization and Pledge Agreement substantially in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the First Amendment to Mill Levy Equalization and Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plan or any intergovernmental agreement between the Town and the Districts. Further, Town approval herein of the form of the First Amendment to Mill Levy Equalization and Pledge Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Original Service Plan), which remain in full force and effect in accordance with their terms. Town approval herein of the form of the First Amendment to Mill Levy Equalization and Pledge Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the First Amendment to Mill Levy Equalization and Pledge Agreement.

RESOLVED AND PASSED effective as of the ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

FIRST AMENDMENT TO MILL LEVY EQUALIZATION AND PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO MILL LEVY EQUALIZATION AND PLEDGE AGREEMENT (the “**First Amendment**”) is made and entered into as of the ____ day of _____, 2019, by and among ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2 (“**District No. 2**”), ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 3 (“**District No. 3**”), ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4 (“**District No. 4**”), ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 5 (“**District No. 5**”), and ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6 (“**District No. 6**”), all quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the “**Districts**”).

RECITALS

WHEREAS, the Districts operate under the Amended and Restated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6 (the “**Service Plan**”); and

WHEREAS, on May 20, 2019, the Town Council of the Town of Parker, Colorado approved Resolution No. 19-031 approving the First Amendment to Consolidated Service Plan for Anthology West Metropolitan District Nos. 5 and 6 (the “**First Amendment**”), which increased the total debt issuance limitation set forth in the Service Plan as the same relates to District No. 5 and District No. 6; and

WHEREAS, the Districts entered into that certain Mill Levy Equalization and Pledge Agreement, dated January 1, 2017 (the “**MLEPA**”) to provide for the imposition of a uniform mill levy throughout the Districts for the purpose of paying debt service and operation and maintenance costs of the Districts; and

WHEREAS, the MLEPA may be supplemented, altered, amended and modified only by a writing signed by all of the Districts; and

WHEREAS, the Districts have determined that it is necessary to amend the MLEPA to reflect the revisions made to the Service Plan via the First Amendment.

NOW, THEREFORE, the District hereby agree to amend the MLEPA as follows.

AMENDMENTS

1. Article II, Section 2.02(b) is hereby repealed in its entirety and the following Article II, Section 2.02(b) is substituted:

(b) The limitations on the Equalization Mill Levy provided herein shall be subject to adjustment as set forth in this Section. If, on or after January 1, 2000, there are or were changes in the ratio of actual valuation to assessed valuation,

pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, then the Equalization Mill Levy may be increased or decreased to offset such change, such mill levy increases or decreases to be determined in good faith so that to the extent possible, the actual tax revenues generated by the Equalization Mill Levy are neither diminished nor enhanced as a result of such changes.

2. Article II, Section 2.08(a) is hereby repealed in its entirety and the following Article II, Section 2.08(a) is substituted:

(a) The Surplus Mill Levy Revenues are hereby pledged to the Operating District for the payment of any Anthology Debt in an aggregate amount not to exceed \$17,500,000 (\$10,000,000 of which is the current amount of the Districts' aggregate general obligation indebtedness authorization under the Service Plan, and, \$7,500,000 of which is additional general obligation indebtedness authorized to be issued by District No. 5 and/or District No. 6 under the Service Plan), less the amount of any Senior Bonds issued by any of the Districts. Each Taxing District hereby covenants that so long as the terms of this Agreement are complied with and the Operating District is not in default under this Agreement, it shall impose the Equalization Mill Levy in each year pursuant to the terms hereof. Each District acknowledges that it has and will participate with the Operating District and the other Taxing Districts that are parties to this Agreement in the determination of the Equalization Mill Levy. The Operating District shall apply the Surplus Mill Levy Revenues in the following priority: First, to the Operations Debt; Second, to the Debt Service Guaranty Debt; Third, to the Capital Projects Debt. Subject to the foregoing priority, the Operating District shall apply the Surplus Debt Mill Levy Revenues in a way that, after consultation with its accountants and counsel, as necessary, brings about the lowest overall costs of borrowing for all of the Districts and maintains the ability of the Taxing Districts to pay principal and interest on the Senior Bonds when due.

3. Article II, Section 2.08(d) is hereby repealed in its entirety and the following Article II, Section 2.08(d) is substituted:

(d) Furthermore, each of the Districts acknowledge that third parties may provide financial commitments and additional security for the Anthology Debt and as a result shall be entitled to rely on the payment obligations of each District contained hereunder. Accordingly, it is acknowledged by each District that the purpose of this Section 2.08 is to ensure that the Operating District receives all payments due herein in a timely manner in order to pay debt service on the Anthology Debt for the benefit of such third parties.

4. Article II, Section 2.10 is hereby repealed in its entirety and the following Article II, Section 2.10 is substituted:

2.10 Transfer of Senior Bond Proceeds.

(a) If Senior Bonds are issued by one or more Taxing Districts, each issuing Taxing District shall deposit, credit, and apply (or cause to be deposited, credited and applied) the proceeds thereof in accordance with the indenture, resolution or agreement pursuant to which such Senior Bonds are issued (the “Senior Bond Documents”), including deposits into one or more project or construction funds established thereunder (each, a “Project Fund”).

(b) If proceeds of Senior Bonds on deposit in a Project Fund are disbursed (or eligible to be disbursed) to the issuing Taxing District in accordance with the applicable Senior Bond Documents, the issuing Taxing District shall, in determining how such proceeds are to be applied, take into account: (i) its obligations, if any, under any funding, advance, reimbursement and/or acquisition agreements then in effect where the Taxing District is obligated to use proceeds of Senior Bonds to pay or reimburse third parties (each, a “Developer Reimbursement Agreement”); and (ii) its obligations, if any, under any funding, advance, reimbursement and/or acquisition agreements then in effect where the Taxing District is obligated to use proceeds of Senior Bonds to pay or reimburse the Operating District (each, an “Operating District Reimbursement Agreement”). The Taxing District shall adhere to the priorities of payment established under all Developer Reimbursement Agreements and all Operating District Reimbursement Agreements then in effect when disbursing (or causing the disbursement of) proceeds of Senior Bonds from a Project Fund.

(c) If proceeds of Senior Bonds on deposit in a Project Fund are to be disbursed to the Operating District pursuant to an Operating District Reimbursement Agreement, the issuing Taxing District shall, unless otherwise agreed to in writing by the Operating District, pay (or cause to be paid) such moneys to the Operating District as soon as practicable, but no later than ten days after receipt thereof.

(d) If proceeds of Senior Bonds are on deposit in a Project Fund and the issuing Taxing District is not otherwise obligated to pay (or cause to be paid) amounts therein to the Operating District pursuant to an Operating District Reimbursement Agreement or to a third party pursuant to a Developer Reimbursement Agreement, the issuing Taxing District shall pay (or cause to be paid) such funds to the Operating District.

(e) All Senior Bond proceeds deposited into a Project Fund and paid (or caused to be paid) by an issuing Taxing District to the Operating District shall be applied in accordance with the Operating District Reimbursement Agreements then in effect, if any. If no Operating District Reimbursement Agreements are then in effect, such moneys shall be applied in the manner determined by the Operating

District in its sole discretion, provided that such moneys are used for costs of capital and no such funds are applied to the payment of operations and maintenance expenses of the Districts or Operations Debt.

[The rest of this page intentionally left blank. Signature pages follow.]

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

**ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 2**

By: _____
President

ATTEST:

Secretary

**ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 3**

By: _____
President

ATTEST:

Secretary

**ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 4**

By: _____
President

ATTEST:

Secretary

[Signature page 1 of 2 to First Amendment to Mill Levy Equalization and Pledge Agreement]

**ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 5**

By: _____
President

ATTEST:

Secretary

**ANTHOLOGY WEST METROPOLITAN
DISTRICT NO. 6**

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA &
WALDRON
Attorneys at Law

General Counsel to the Districts

[Signature page 2 of 2 to First Amendment to Mill Levy Equalization and Pledge Agreement]



Request for Town Council Action

Date: September 16, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **COTTONWOOD HIGHLANDS FILING NO. 7 - Sketch and Preliminary Plans**

Applicant: Lennar Homes, John Cheney
Location: South of Cottonwood Drive between Chambers Road and Jordan Road
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB18-037 and SUB18-045

EXECUTIVE SUMMARY

The subject property is located in the Cottonwood Highlands Planned Development (PD) on the south side of Cottonwood Drive between Jordan Road and Chambers Road. The PD zoning allows single-family attached residential use or duplexes in the Mixed-Use Planning Areas where the proposed project is located. The applicant, Lennar Homes, has submitted an application for Sketch and Preliminary Plan approval of 238 residential duplex lots, 5.99 acres of parks and 2.56 acres of open space.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 2003 as part of the Cottonwood Highlands PD. Since 2003, the property owner has made several amendments to the Annexation Agreement and the PD zoning which have been primarily in response to issues arising from property trades between adjacent owners.

The proposed Sketch and Preliminary Plan incorporates a total of 238 lots for single-family attached residential use to be developed with duplex homes. The proposed lots range in size from 2,490 s.f. to 6,321 s.f. and are consistent with the approved PD zoning as to residential

yield and density. The proposal incorporates 5.99 acres of parks and 2.56 acres of open space as required by the Land Development Ordinance (LDO) and the Cottonwood Highlands Annexation Agreement. While the applicant has met the minimum requirements for parks and open space, the overall design quality of these spaces can certainly be improved for the benefit of future residents at the discretion of the applicant.

Staff review indicates that the proposal meets the requirements outlined within the Annexation Agreement, PD zoning and Land Development Ordinance.

The Planning Commission held a public hearing on August 22, 2019 and recommended approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plan
2. Cottonwood Highlands Filing No. 7 Preliminary Landscape Plan
3. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve the Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plans, based on staff findings, with the following conditions contained in the staff report.

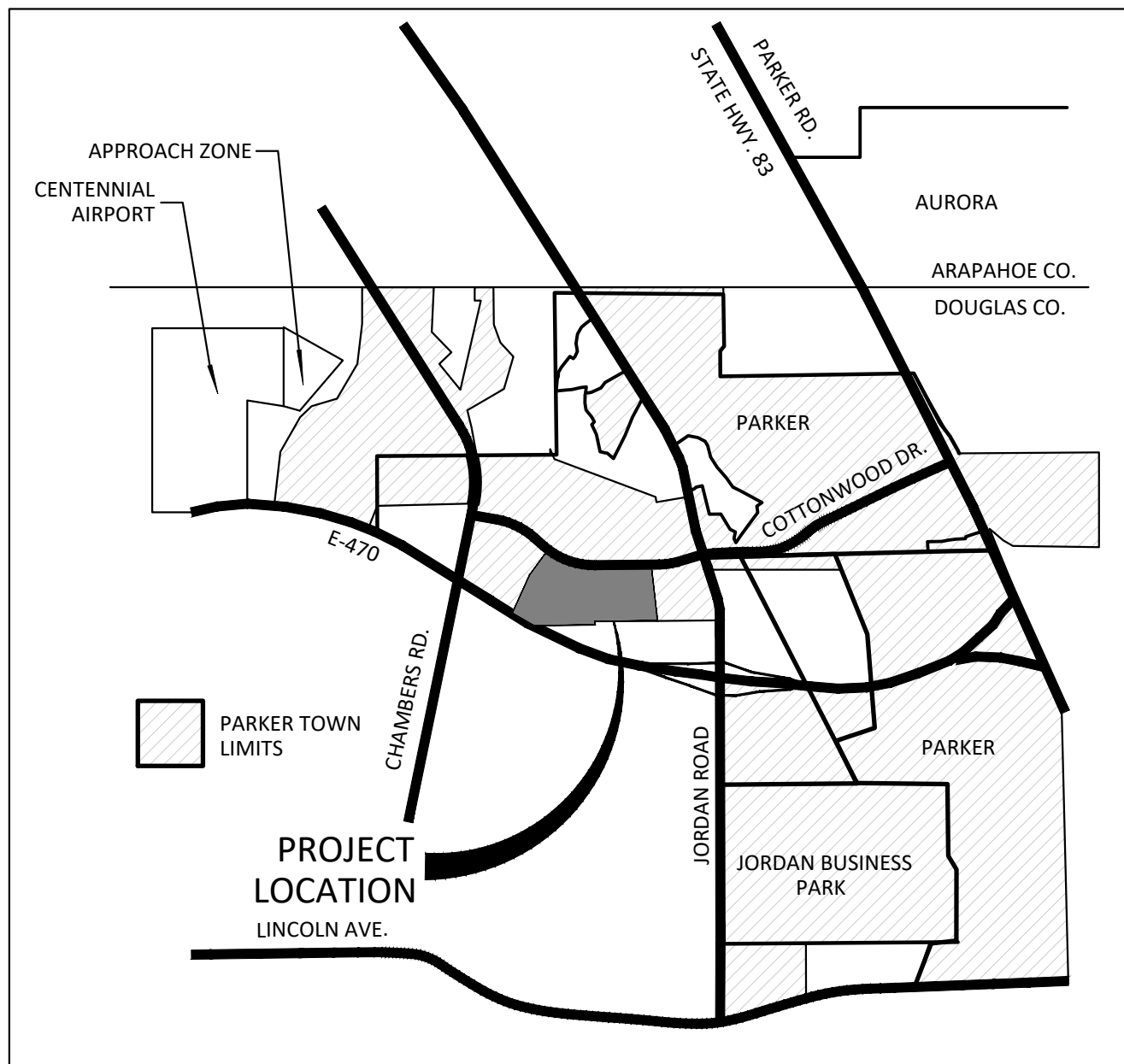
1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to the Preliminary Plan, as determined by Town staff.
2. The applicant shall meet required setbacks, stagger and zoning as stated in the Cottonwood Highlands Planned Development (PD) Guide and the Parker Land Development Ordinance including Residential Buffer standards along collector and arterial roadways.

COTTONWOOD HIGHLANDS FILING NO. 7
 SKETCH / PRELIMINARY PLAN
 PLANNING AREA 4 (COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1)
 AND PLANNING AREA 6 (COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1)

A REPLAT OF OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
238 LOTS, 37 TRACTS - 39.997 ACRES

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS	882,173	20.252	50.63%
PUBLIC RIGHT-OF-WAY	309,979	7.116	17.79%
ACCESS ROADS	77,053	1.769	4.42%
PARK TRACTS	260,858	5.988	14.97%
OPENSOURCE TRACTS	111,638	2.563	6.41%
DETENTION POND TRACT	100,577	2.309	5.77%
OVERALL SITE TOTAL:	1,742,278	39.997	100%

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	17,266	0.396	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
B	11,468	0.263	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
C	4,627	0.106	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
D	128,026	2.939	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
E	54,471	1.250	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
F	21,010	0.482	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
G	53,975	1.239	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
H	4,368	0.100	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
I	4,829	0.111	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
J	9,930	0.228	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
K	100,577	2.309	DETENTION POND (UTILITY, LANDSCAPE, DRAINAGE)	FUTURE METROPOLITAN DISTRICT
L	57,847	1.328	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
M	3,112	0.071	ACCESS ROAD	HOME OWNERS ASSOCIATION
N	3,449	0.079	ACCESS ROAD	HOME OWNERS ASSOCIATION
P	4,622	0.106	ACCESS ROAD	HOME OWNERS ASSOCIATION
Q	3,481	0.080	ACCESS ROAD	HOME OWNERS ASSOCIATION
R	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
S	3,536	0.081	ACCESS ROAD	HOME OWNERS ASSOCIATION
T	3,770	0.087	ACCESS ROAD	HOME OWNERS ASSOCIATION
U	3,492	0.080	ACCESS ROAD	HOME OWNERS ASSOCIATION
V	3,428	0.079	ACCESS ROAD	HOME OWNERS ASSOCIATION
W	3,601	0.083	ACCESS ROAD	HOME OWNERS ASSOCIATION
X	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
Y	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
Z	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
AA	2,297	0.053	ACCESS ROAD	HOME OWNERS ASSOCIATION
AB	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AC	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AD	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AE	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AF	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AG	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AH	2,409	0.055	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
AI	2,271	0.052	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
AJ	3,232	0.074	ACCESS ROAD	HOME OWNERS ASSOCIATION
AK	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
AL	3,294	0.076	ACCESS ROAD	HOME OWNERS ASSOCIATION
TOTAL	550,124	12.629		



VICINITY MAP

(SCALE: 1" = 3000')

LEGAL DESCRIPTION

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4 AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 AT RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH HALF OF SECTION 5, 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 SOUTH QUARTER CORNER OF SAID SECTION 5 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO BEAR NORTH 00°25'12" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 261.20 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°44'09", A RADIUS OF 2025.48 FEET, AN ARC LENGTH OF 61.36 FEET, THE CHORD OF WHICH BEARS NORTH 51°51'39" WEST, A DISTANCE OF 61.36 FEET;

THENCE NORTH 50°59'35" WEST, A DISTANCE OF 329.01 FEET;
THENCE NORTH 24°06'11" EAST, A DISTANCE OF 586.65 FEET;
THENCE NORTH 36°34'06" EAST, A DISTANCE OF 443.83 FEET TO A NON-TANGENT CURVE

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 517.01 FEET, THE CHORD OF WHICH BEARS SOUTH 66°44'08" EAST, A DISTANCE OF 513.21 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 74°16'09" EAST, A DISTANCE OF 100.83 FEET TO A NON-TANGENT CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°28'41", A RADIUS OF 1242.00 FEET, AN ARC LENGTH OF 118.75 FEET, THE CHORD OF WHICH BEARS SOUTH 86°09'31" EAST, A DISTANCE OF 118.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 37.70 FEET;
THENCE NORTH 84°16'48" EAST, A DISTANCE OF 100.71 FEET;
THENCE SOUTH 88°54'03" EAST, A DISTANCE OF 611.93 FEET;
THENCE SOUTH 81°46'51" EAST, A DISTANCE OF 96.86 FEET;
THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 60.89 FEET;
THENCE SOUTH 08°11'13" EAST, A DISTANCE OF 757.63 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 974.95 FEET;
THENCE SOUTH 00°52'04" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 640.75 FEET TO THE POINT OF BEGINNING;

EXCEPT LOT 1, SAID COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
CONTAINING A CALCULATED AREA OF 1,742,278 SQUARE FEET OR 39.9972 ACRES, MORE OR LESS.

NOTES

3. **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 NUMBER NCS-908688-CO WITH AN EFFECTIVE DATE OF OCTOBER 18, 2018 AT 5:00 P.M.
4. 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.
5. **BASIS OF BEARINGS:** THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°25'12" WEST AS MONUMENTED AND SHOWN HEREON.
6. **FLOODPLAIN:** 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 MAP (FIRM) - MAP NUMBER 08035C0066F WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2005.
7. OWNER WAIVES, REMISES, AND RELEASES ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT.
8. DRAINAGE EASEMENTS SHALL BE GRANTED TO THE TOWN OF PARKER ACROSS TRACTS A AND THOSE PARTS OF THE LOTS AS SHOWN HEREON, FOR THE PURPOSE OF ACCESSING, MAINTAINING AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, PUMPS, DETENTION BASINS, FOREBAYS, MICRO-POOLS, AND WATER QUALITY FACILITIES (COLLECTIVELY "FACILITIES") IN THE FUTURE. CURRENT PROPERTY OWNER, ITS SUCCESSORS AND ASSIGNS ("SYSTEM OWNER") FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES. A BLANKET ACCESS EASEMENT OVER THE SUBDIVISION IS ALSO GRANTED TO THE TOWN OF PARKER, BUT ONLY FOR THE PURPOSE OF ACCESSING THE FACILITIES IN THE EVENT THAT THE DRAINAGE EASEMENTS DO NOT PROVIDE ADEQUATE ACCESS.
9. THE MAINTENANCE AND REPAIR OF THE FACILITIES LOCATED IN THE SUBDIVISION AS SHOWN ON THE CONSTRUCTION PLANS ACCEPTED BY THE TOWN OF PARKER OR ON THE PLAT FOR THE SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE SYSTEM OWNER. IN THE EVENT SUCH MAINTENANCE AND REPAIRS ARE NOT PERFORMED BY THE SYSTEM OWNER TO THE SATISFACTION OF THE TOWN OF PARKER, THEN THE TOWN OF PARKER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID SUBDIVISION, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE SYSTEM OWNER, UNLESS THERE IS AN EMERGENCY, IN WHICH CASE THE TOWN OF PARKER SHALL GIVE NOTICE AS SOON AS PRACTICABLE TO PERFORM ALL NECESSARY WORK, THE COST OF WHICH SHALL BE PAID BY THE SYSTEM OWNER UPON BILLING. IN THE EVENT THE SYSTEM OWNER FAILS TO REIMBURSE THE TOWN OF PARKER WITHIN THIRTY (30) DAYS AFTER SUBMISSION OF THE BILL FOR THE COSTS INCURRED, THE TOWN OF PARKER SHALL HAVE THE RIGHT TO ENFORCE SUCH OBLIGATION BY APPROPRIATE LEGAL ACTION. IT IS THE SYSTEM OWNER'S RESPONSIBILITY TO CONSTRUCT, MAINTAIN, AND REPAIR THE FACILITIES IN A MANNER CONSISTENT WITH ALL APPLICABLE PLANS APPROVED OR ACCEPTED BY THE TOWN OF PARKER.
9. SIDEWALK EASEMENTS SHALL BE GRANTED TO THE TOWN OF PARKER ACROSS THOSE PARTS OF THE LOTS AS SHOWN HEREON, FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC SIDEWALK. THESE EASEMENTS SHALL BE DEDICATED VIA SUBSEQUENT FINAL PLATS.
10. THIS SKETCH / PRELIMINARY PLAN CONSISTS OF 238 LOTS AND 37 TRACTS WITHIN THE PROPOSED ±39.997 ACRE DEVELOPMENT.
11. THE MAINTENANCE OF THE TRACTS DEDICATED FOR USE AS ACCESS ROADS SHALL BE THE RESPONSIBILITY OF THE METRO DISTRICT OR HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE WILL INCLUDE, BUT NOT BE LIMITED TO, SNOW REMOVAL. ALL SNOW WITH A DEPTH OF 4 INCHES OR MORE SHALL BE REMOVED FROM THE ACCESS ROAD TRACTS. MAINTENANCE OF THE ACCESS ROADS ADJACENT TO THE ACCESS ROAD TRACTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LAND PROPERTY OWNER. THE METRO DISTRICT OR HOMEOWNER'S ASSOCIATION SHALL RETAIN THE ABILITY TO MAINTAIN LANDSCAPING ADJACENT TO THE ACCESS ROAD TRACTS SHOULD IT BE NECESSARY.

MINIMUM LOT SIZE:	2,490 S.F. (0.057 ACRES)
MAXIMUM LOT SIZE:	6,321 S.F. (0.145 ACRES)
AVERAGE LOT SIZE:	3,691 S.F. (0.085 ACRES)

MINIMUM LOT SETBACK:	43.7 FEET
MAXIMUM LOT SETBACK:	51.2 FEET
AVERAGE LOT SETBACK:	46.1 FEET

MINIMUM LOT SETBACK:	15.0 FEET
MAXIMUM LOT SETBACK:	85.8 FEET
AVERAGE LOT SETBACK:	29.8 FEET

PARKERHOUSE ROAD SETBACK TABLE	
MINIMUM LOT SETBACK:	45.0 FEET
MAXIMUM LOT SETBACK:	46.6 FEET
AVERAGE LOT SETBACK:	46.4 FEET

[illegible]

Manhard
CONSULTING

6700 East Orchard Road, Suite 350-S, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com

Water Resource Management | Construction Management | GIS
Civil Engineering | Surveying & Geospatial Services |

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PRELIMINARY PLAN

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: JCS
DATE: 05/16/19
SCALE: N/A

SHEET

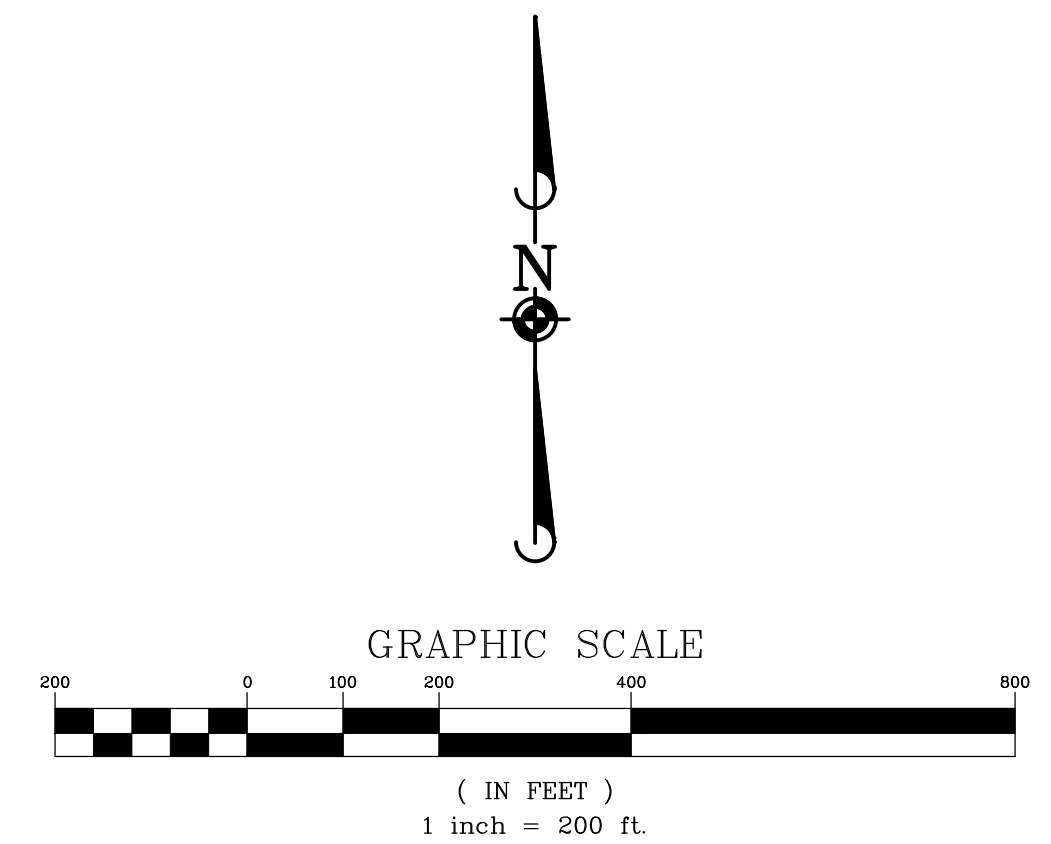
1 OF 6

LEN.PKC003.01

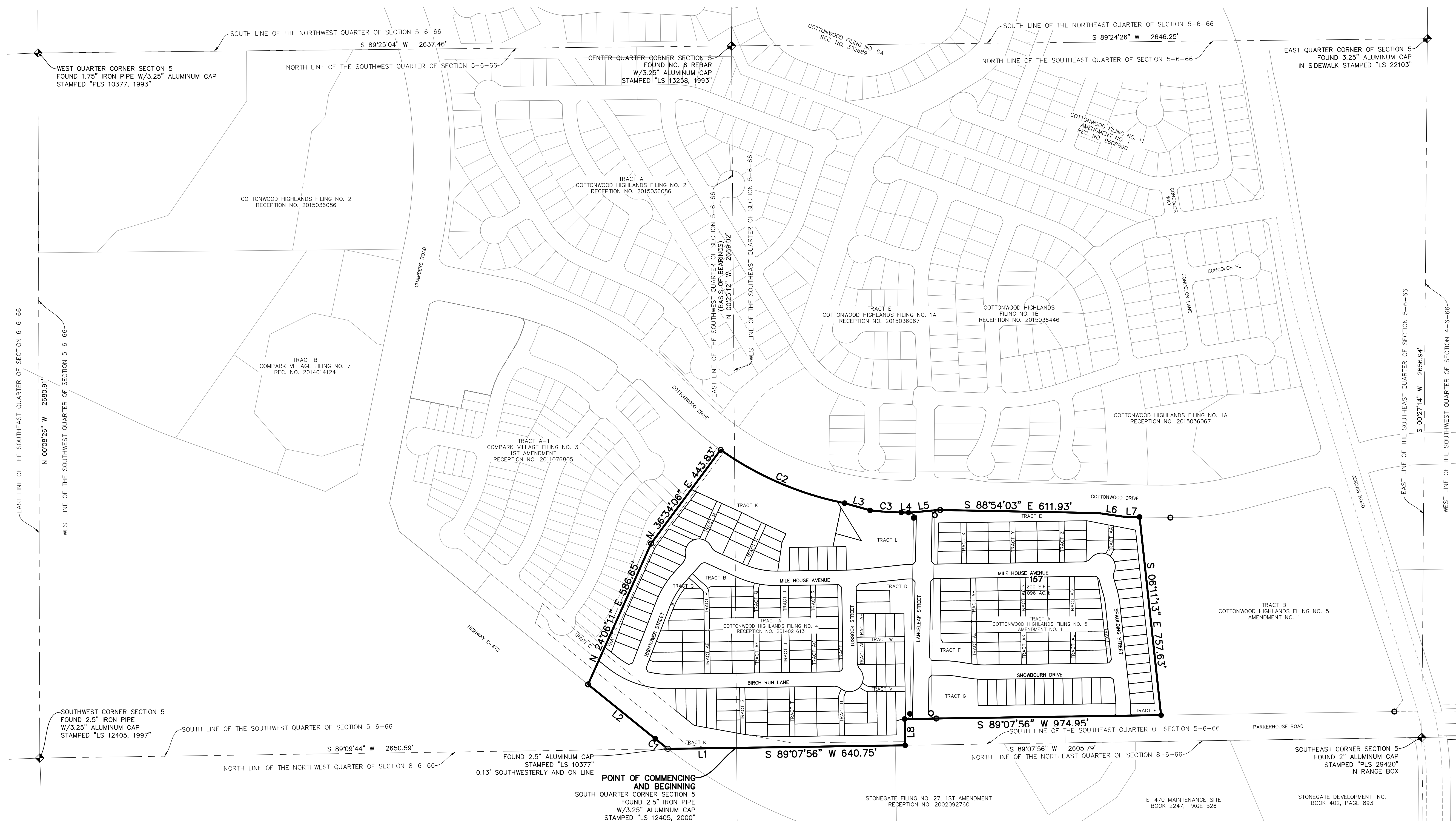
SKETCH / PRELIMINARY PLAN
PLANNING AREA 4 (COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1)
AND PLANNING AREA 6 (COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1)

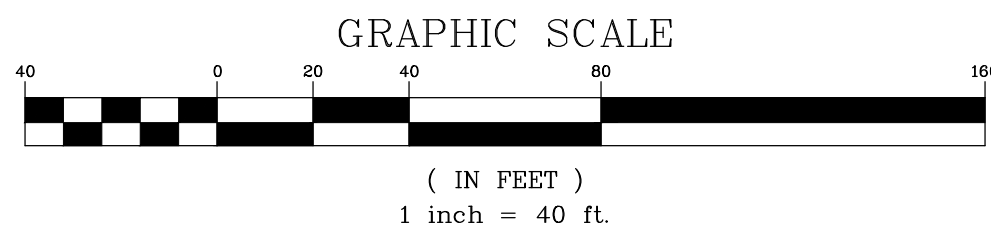
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°09'44"W	261.20'
L2	N50°59'35"W	329.01'
L3	S74°16'09"E	100.83'
L4	S88°53'51"E	37.70'
L5	N84°16'48"E	100.71'
L6	S81°46'51"E	96.86'
L7	S88°53'51"E	60.89'
L8	S00°52'04"E	100.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	001°44'09"	2025.48'	61.36'	N51°51'39"W	61.36'
C2	024°05'00"	1230.00'	517.01'	S66°44'08"E	513.21'
C3	005°28'41"	1242.00'	118.75'	S86°09'31"E	118.70'



	= EX. PROPERTY LINE
	= EX. SECTION LINE
	= EX. LOT LINE
	= EX. EASEMENT LINE
	= EX. ACCESS LIMITATION LINE
	= PR. LOT LINE
	= SIGHT DISTANCE LINE
	= SECTION CORNER
	FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 25368" FLUSH WITH GROUND
	FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
	FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 37898" FLUSH WITH GROUND
	FOUND 2.5" ALUMINUM CAP STAMPED "LS 10377"
	SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
0.00	= BOUNDARY DIMENSION
0.00	= LOT DIMENSION
U.E.	= UTILITY EASEMENT
SIDE.	= SIDEWALK EASEMENT





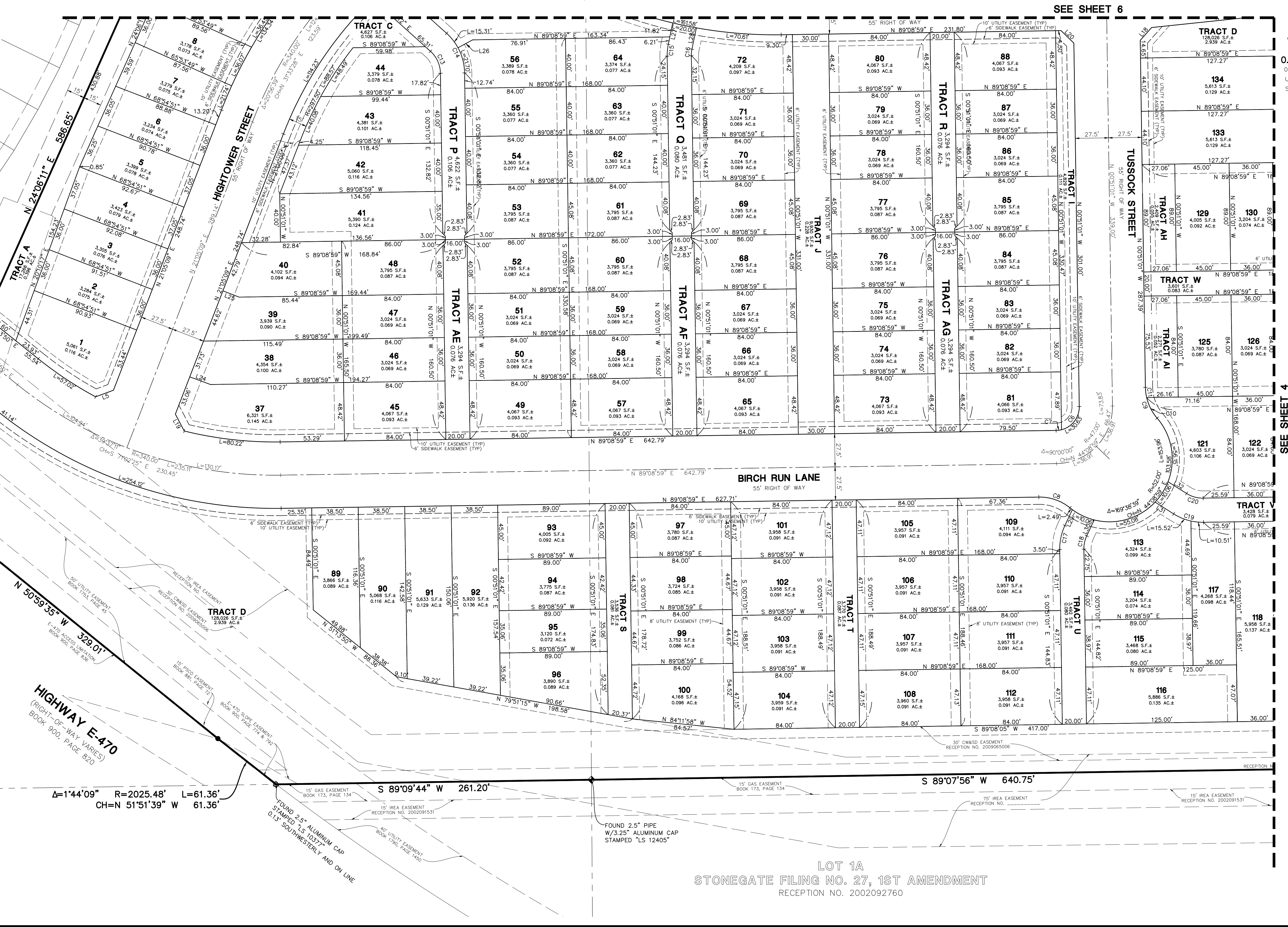
COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH / PRELIMINARY PLAN

PLANNING AREA 4 (COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1)
AND PLANNING AREA 6 (COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1)

A REPLAT OF OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
238 LOTS, 37 TRACTS - 39.997 ACRES

- LEGEND
- = EX. PROPERTY LINE
 - = EX. SECTION LINE
 - = EX. LOT LINE
 - = EX. EASEMENT LINE
 - = EX. ACCESS LIMITATION LINE
 - = PR. LOT LINE
 - = SIGHT DISTANCE LINE
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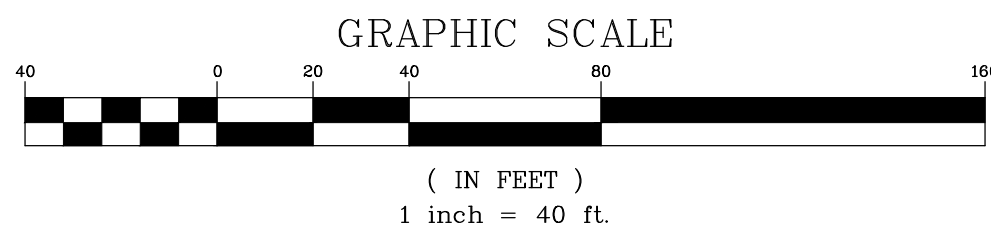


COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PRELIMINARY PLAN

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: JCS
DATE: 09/12/18
SCALE: 1"=40'
SHEET
3 OF 6
LEN.PKC003.01



COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH / PRELIMINARY PLAN

PLANNING AREA 4 (COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1)
AND PLANNING AREA 6 (COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1)

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AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
238 LOTS, 37 TRACTS - 39.997 ACRES

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DATE	REVISIONS	ENGINEERING CHANGES
		05/24/19

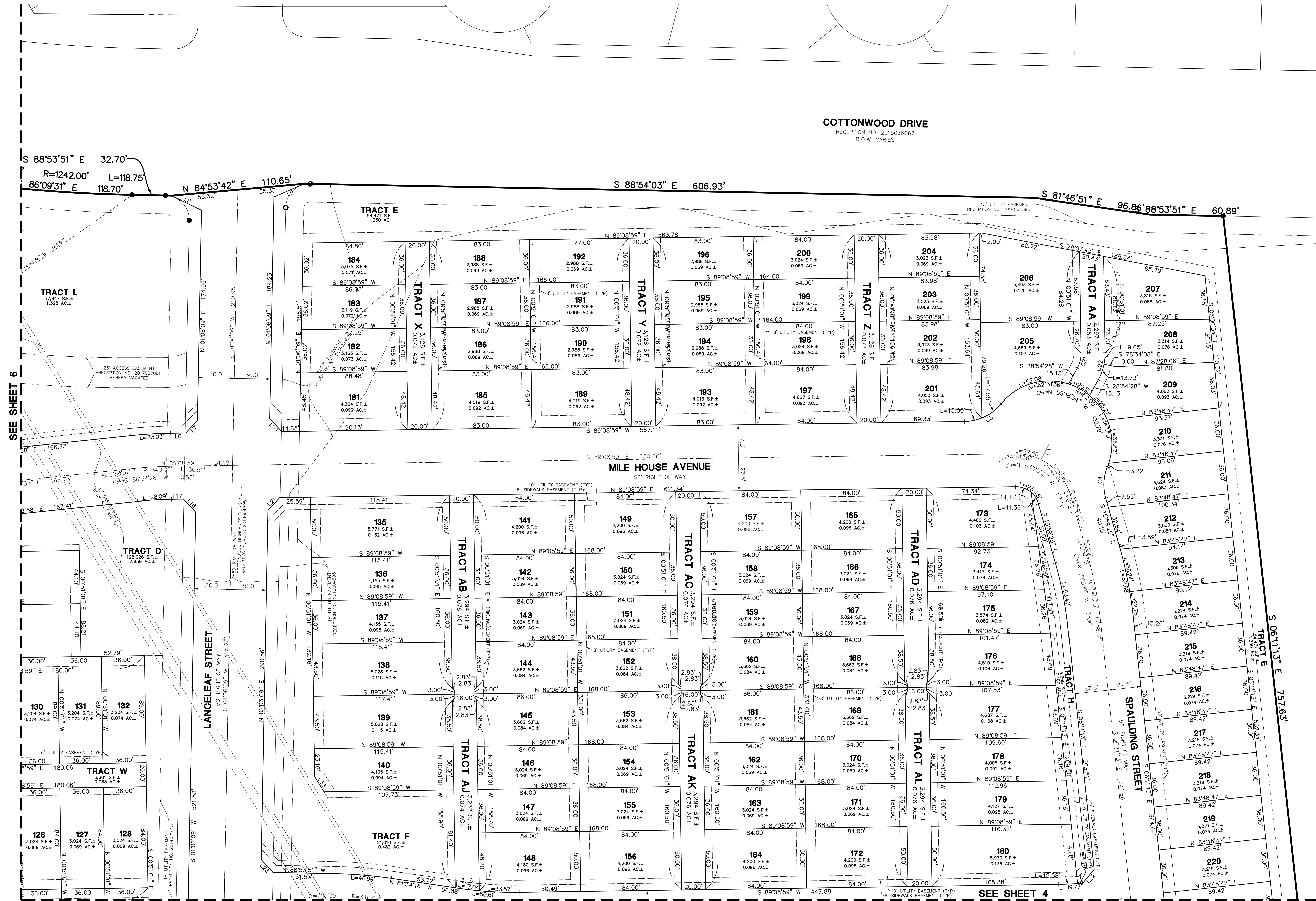


COTTONWOOD HIGHLANDS FILING NO. 7
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PRELIMINARY PLAN

PROJ. MGR.: JMR	SHEET
PROJ. ASSOC.: BJP	4 OF 6
DRAWN BY: JCS	LEN.PK003.01
DATE: 09/12/18	
SCALE: 1"=40'	

A graphic scale bar used for measurement. It consists of a horizontal line divided into segments. The first segment is black, followed by four alternating white and black segments, each labeled with a number: 40, 80, 120, and 160. Below the bar, the text "(IN FEET)" is centered, followed by "1 inch = 40 ft.". To the left of the scale bar is a north arrow pointing upwards, with the letter "N" at its tip.

A REPLAT OF OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
238 LOTS, 37 TRACTS - 39.997 ACRES



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0.00 = BOUNDARY DIMENSION
0.00 = LOT DIMENSION
U.E. = UTILITY EASEMENT
S.E. SIDEWALK EASEMENT

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Manhard
CONSULTING
7600 East Orchard Road, Suite 350-S, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PRELIMINARY PLAN

PROJ. MGR.:	<u>JMR</u>
PROJ. ASSOC.:	<u>BJP</u>
DRAWN BY:	<u>JCS</u>
DATE:	<u>09/12/18</u>
SCALE:	<u>1"=40'</u>

SHEET

5 OF 6

LEN.PKC003.01

SKETCH / PRELIMINARY PLAN
PLANNING AREA 4 (COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1)
AND PLANNING AREA 6 (COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1)

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
238 LOTS, 37 TRACTS - 39.997 ACRES

LINE TABLE			
LINE	BEARING	LENGTH	
L1	S 45°51'01" E	15.00'	
L2	N 20°24'33" W	15.00'	
L3	N 26°34'47" E	15.00'	
L4	S 83°48'47" W	28.98'	
L5	S 69°42'01" W	15.76'	
L6	N 89°08'59" E	12.50'	
L7	N 63°32'47" E	14.22'	
L8	S 64°11'43" E	27.52'	
L9	N 66°28'04" E	27.50'	
L10	S 43°12'25" E	14.74'	
L11	S 61°26'20" E	12.07'	
L12	S 59°25'21" W	12.08'	
L13	S 50°30'11" E	14.67'	
L14	S 44°42'19" W	14.50'	
L15	S 51°00'37" E	26.04'	
L16	S 43°31'25" E	14.73'	
L17	N 89°08'59" E	9.98'	
L18	S 41°37'40" W	14.18'	
L19	S 27°31'42" E	15.76'	
L20	S 45°51'01" E	14.85'	
L21	S 43°40'50" W	14.25'	
L22	N 39°38'58" E	15.07'	
L23	N 42°30'01" W	15.40'	
L24	S 69°49'43" E	18.30'	
L25	N 68°54'51" W	14.43'	
L26	S 61°31'31" W	13.80'	
L27	S 11°43'05" W	18.03'	
L28	S 11°43'05" W	18.03'	
L29	S 25°08'35" W	14.54'	
L30	S 25°08'35" W	14.54'	
L31	S 57°43'01" E	18.24'	
L32	S 57°43'01" E	18.24'	
L33	S 31°45'01" E	14.96'	

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	49°40'28"	40.00'	34.68'	N 17°11'34" E	33.60'
C2	39°49'20"	40.00'	27.80'	S 45°29'53" E	27.24'
C3	49°43'41"	40.00'	34.72'	S 64°17'09" W	33.64'
C4	37°56'19"	40.00'	26.49'	S 02°58'44" W	26.00'
C5	72°33'39"	19.50'	24.70'	S 78°18'37" W	23.08'
C6	76°39'27"	19.50'	26.09'	N 37°28'43" E	24.19'
C7	13°20'33"	19.50'	4.54'	N 82°28'43" E	4.53'
C8	39°49'20"	40.00'	27.80'	N 70°56'21" W	27.24'
C9	39°49'20"	40.00'	27.80'	S 20°45'41" E	27.24'
C10	27°35'53"	40.00'	19.27'	S 26°52'24" E	19.08'
C11	12°13'26"	40.00'	8.53'	S 06°57'44" E	8.52'
C12	2°36'19"	527.50'	23.99'	N 75°34'19" W	23.98'
C13	47°07'11"	25.00'	20.56'	S 24°24'37" E	19.99'
C14	47°07'11"	45.00'	27.21'	N 37°24'37" W	35.97'
C15	12°34'06"	45.00'	9.87'	S 05°26'02" W	9.85'
C16	12°34'06"	25.00'	5.48'	S 05°26'02" W	5.47'
C17	25°59'36"	45.00'	20.42'	S 12°08'47" W	20.24'
C18	25°59'28"	45.00'	11.34'	S 12°08'47" W	11.24'
C19	33°08'00"	45.00'	26.02'	S 74°17'01" E	25.66'
C20	33°08'00"	25.00'	14.46'	N 74°17'01" W	14.26'
C21	29°45'29"	25.00'	12.98'	N 14°01'44" E	12.84'
C22	29°45'29"	45.00'	23.37'	N 14°01'44" E	23.11'



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U.E.	= UTILITY EASEMENT
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SEE SHEET 5

SEE SHEET 3

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PRELIMINARY PLAN

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: JCS
DATE: 09/12/18
SCALE: 1"=40

SHEET

6 OF 6

LEN.PKC003.01

[illegible]

Manhard
CONSULTING
7600 East Orchard Road, Suite 350-S, Greenwood Village, CO 80111 ph-303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS

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COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH
THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

LEGAL DESCRIPTION

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

APPLICANT CONTACT

LENNAR HOMES
ATTN: JOHN CHENEY
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO
80112
OFFICE PHONE: (303) 503-1016

PLANNER/LANDSCAPE ARCHITECT

LAI DESIGN GROUP
ATTN: NATHAN STOTTLER
88 INVERNESS CIRCLE EAST, SUITE J-101
ENGLEWOOD, CO
80112
OFFICE PHONE: (303) 734-1777

ENGINEER

MANHARD CONSULTING GROUP
ATTN: DAN RODRIGUEZ
7600 EAST ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO
80111
OFFICE PHONE: (303) 708-0500

SITE DATA

SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT	
ZONING DESIGNATION	PD
GROSS ACREAGE	41.7 AC.
NET ACREAGE	38.9 AC.
NET SQ. FT. OF OPEN SPACE AREAS	111,657 SF
NET SQ. FT. OF PUBLIC ROW	243,936 SF
NET SQ. FT. OF RESIDENTIAL LOTS	919,116 SF
PARK SPACE (REQ. 3.4 AC)	5.988 AC
TOTAL BUILDABLE LOTS	238
GROSS DENSITY	6.1 DU / AC
# OF ON-STREET PARKING SPACES	216
# OF OFF-STREET PARKING SPACES	481

NOTES

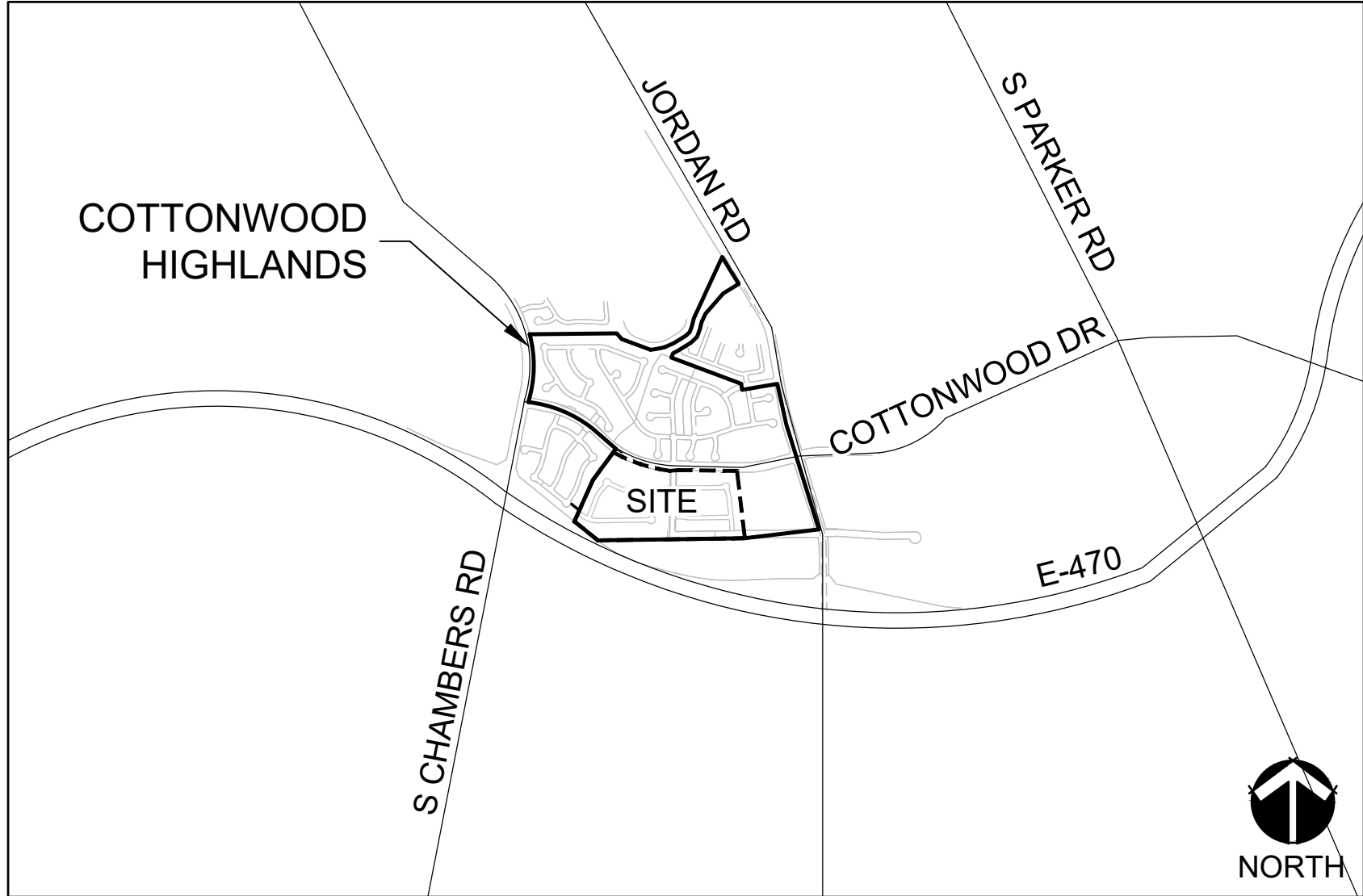
1) SIDE-ON-STREET FENCING SHALL BE 8' MINIMUM FROM THE RIGHT-OF-WAY.

TRACT SUMMARY CHART

TRACT	USE	OWNED/MAINTAINED	SIZE
TRACT A	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.396 ACRES
TRACT B	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.263 ACRES
TRACT C	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.106 ACRES
TRACT D	PARK (LANDSCAPE, TRAIL, UTILITY, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	2.939 ACRES
TRACT E	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	1.250 ACRES
TRACT F	PARK (LANDSCAPE, TRAIL, UTILITY, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.482 ACRES
TRACT G	PARK (LANDSCAPE, TRAIL, UTILITY, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	1.239 ACRES
TRACT H	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.100 ACRES
TRACT I	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.111 ACRES
TRACT J	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.228 ACRES
TRACT K	DETENTION POND (UTILITY, LANDSCAPE, & DRAINAGE)	FUTURE METROPOLITAN DISTRICT	2.309 ACRES
TRACT L	PARK (LANDSCAPE, TRAIL, UTILITY, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	1.328 ACRES
TRACT M	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.071 ACRES
TRACT N	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.079 ACRES
TRACT P	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.106 ACRES
TRACT Q	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.080 ACRES
TRACT R	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT S	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.081 ACRES
TRACT T	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.087 ACRES
TRACT U	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.080 ACRES
TRACT V	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.079 ACRES
TRACT W	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.083 ACRES
TRACT X	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT Y	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT Z	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT AA	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.053 ACRES
TRACT AB	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AC	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AD	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AE	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AF	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AG	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AH	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.055 ACRES
TRACT AI	OPEN SPACE (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.052 ACRES
TRACT AJ	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.074 ACRES
TRACT AK	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT AL	PRIVATE ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
		TRACT TOTAL:	12.629 ACRES

VICINITY MAP

SCALE: 1' = 2,000'



SHEET INDEX

SHEETS	DESCRIPTION
L0.00	COVER SHEET
L1.01	EXISTING CONDITIONS MAP
L1.02	OVERALL SITE PLAN
L1.03	PARKING PLAN
L1.04-07	SITE PLANS
L1.08-11	STANDARD LOT TYPICAL
L2.01-06	SITE DETAILS
L3.01-16	PARK FACILITIES MASTER PLAN
L4.01-02	PLANTING SCHEDULE, NOTES, & DETAILS
IR5.01-15	IRRIGATION PLANS
IR6.01-05	IRRIGATION NOTES & DETAILS

LAND SUMMARY CHART

LAND USE	NUMBER OF LOTS/TRACTS	ACRES	PERCENT OF TOTAL AREA
RESIDENTIAL LOTS	238	20.252	50.63%
PUBLIC RIGHT-OF-WAY	N/A	7.116	17.79%
ACCESS ROADS	23	1.769	4.42%
PARK TRACTS (REQ. 3.4 AC)	4	5.988	14.97%
OPEN SPACE TRACTS	9	2.563	6.41%
DETENTION POND TRACT	1	2.309	5.77%
TOTAL:		39.997	100%

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
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APPLICANT

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ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
COVER SHEET

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

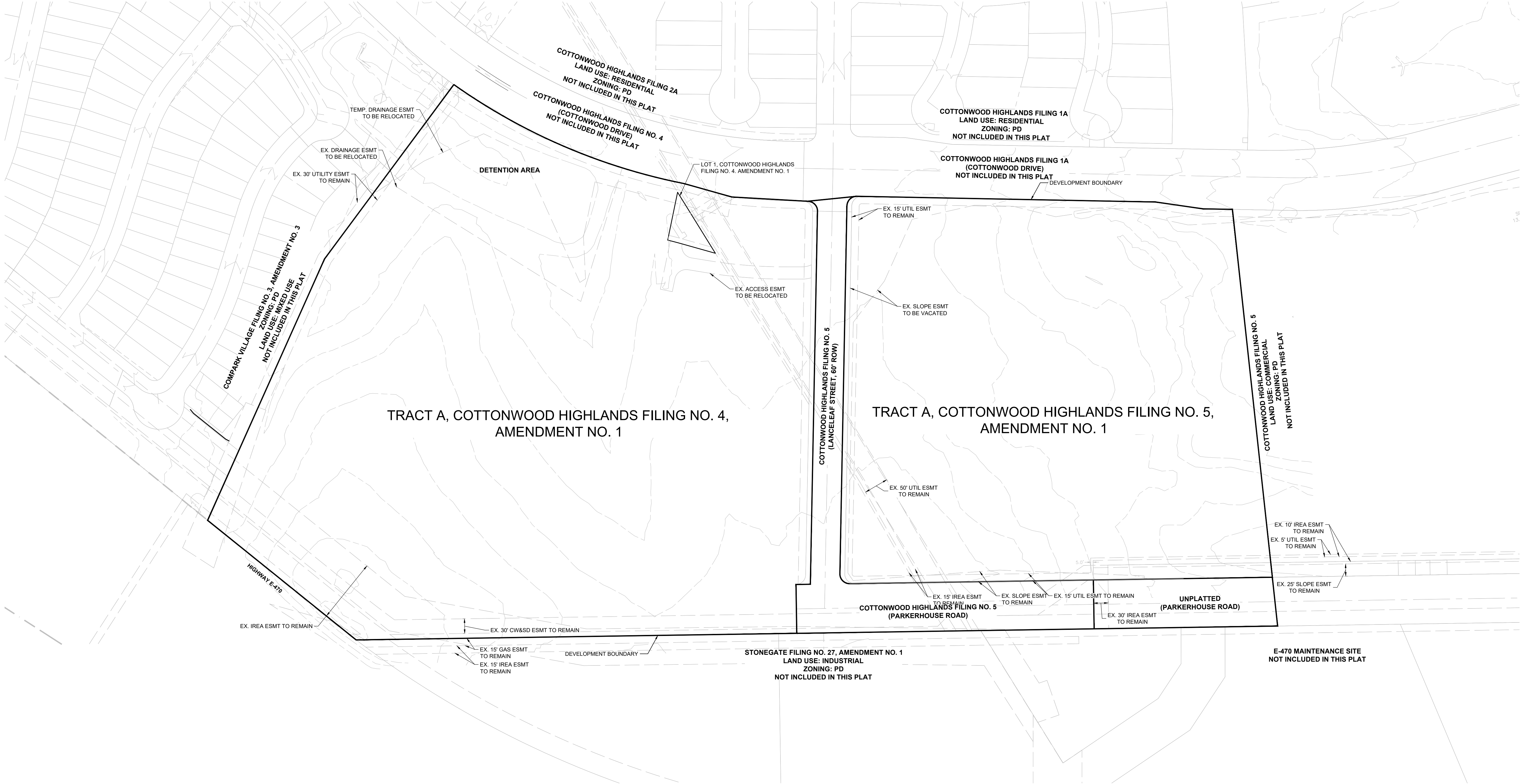
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1 OF 56

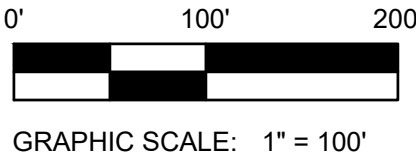


COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
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COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



NOTES:
1) THERE ARE NO EXISTING TREES OR SHRUBS ON THE SITE THAT ARE REQUIRED TO BE
MITIGATED PER THE PARKER MUNICIPAL CODE.



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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
EXISTING CONDITIONS MAP

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L1.01
2 OF 56

COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH
THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



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LAI
Design
Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
OVERALL SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

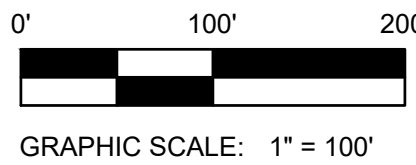
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SHEET NUMBER

L1.02

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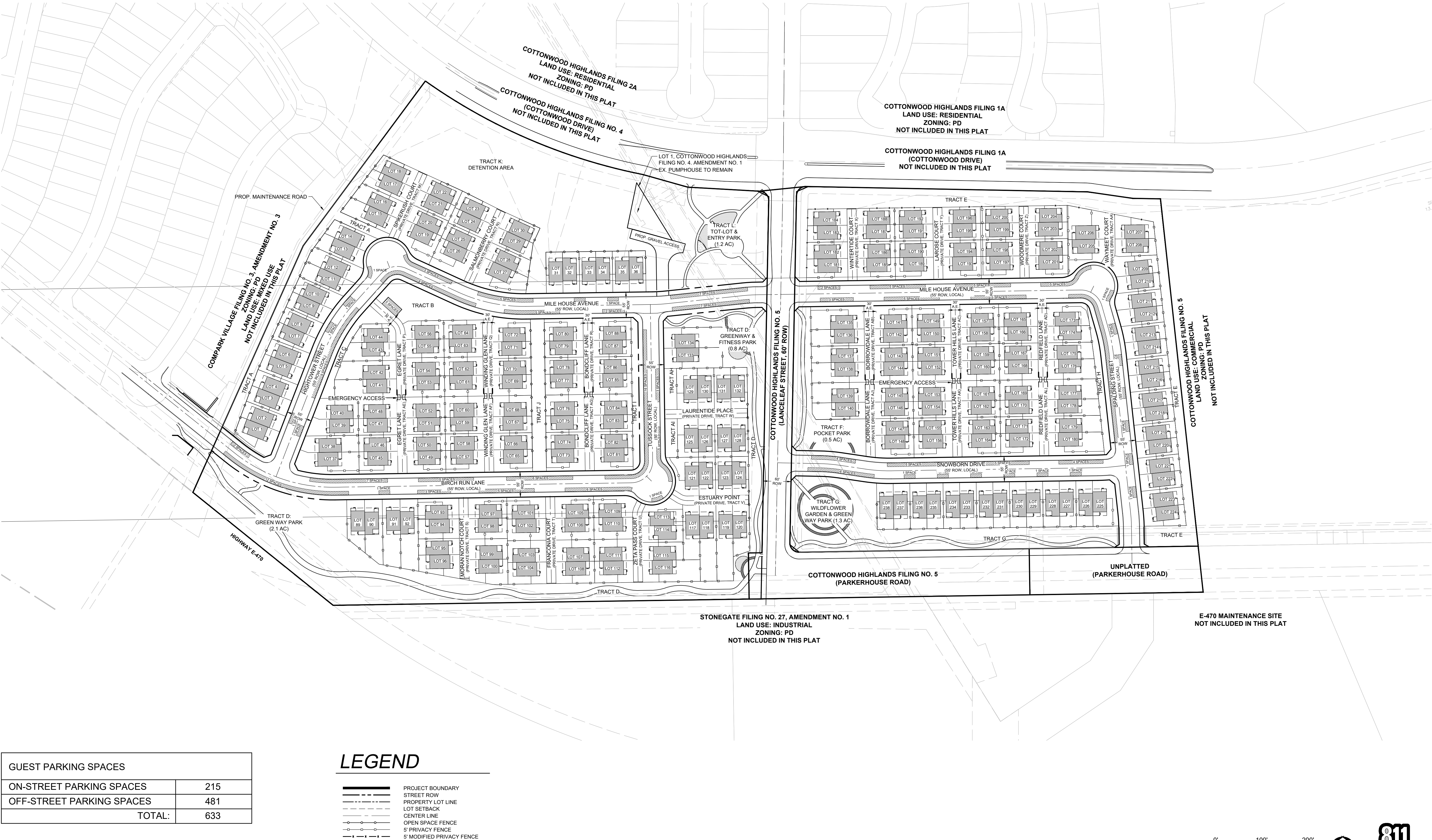


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COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



GUEST PARKING SPACES	
ON-STREET PARKING SPACES	215
OFF-STREET PARKING SPACES	481
TOTAL:	633

LEGEND	
	PROJECT BOUNDARY
	STREET ROW
	PROPERTY LOT LINE
	LOT SETBACK
	CENTERLINE
	OPEN SPACE FENCE
	5' PRIVACY FENCE
	5' MODIFIED PRIVACY FENCE

NOTES:
1) ON-STREET PARKING SHALL NOT BE STREET STRIPED.



ARCHITECT / PLANNER

LAI

Design Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
FENCING & PARKING PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

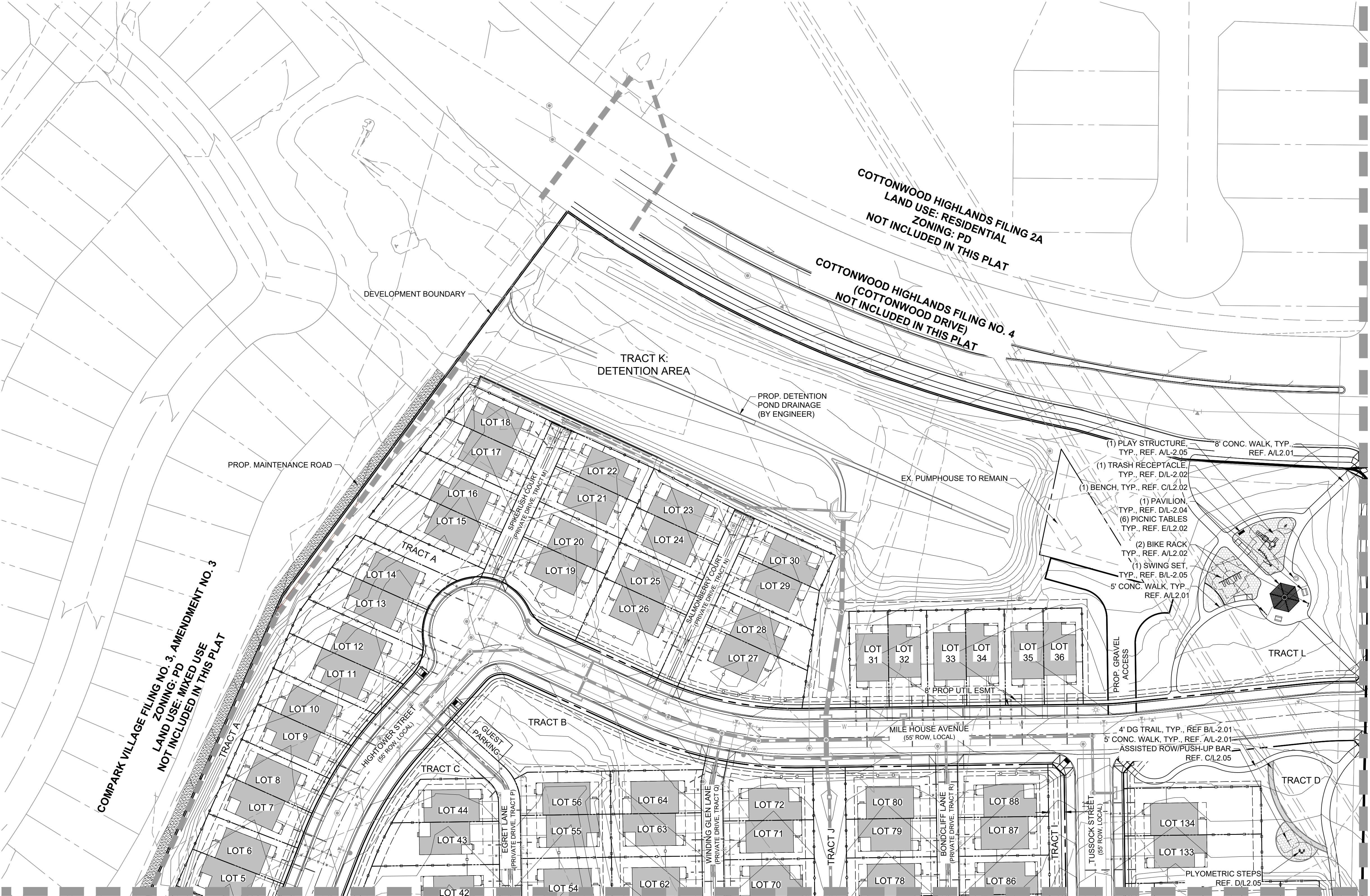
SHEET NUMBER

L1.03

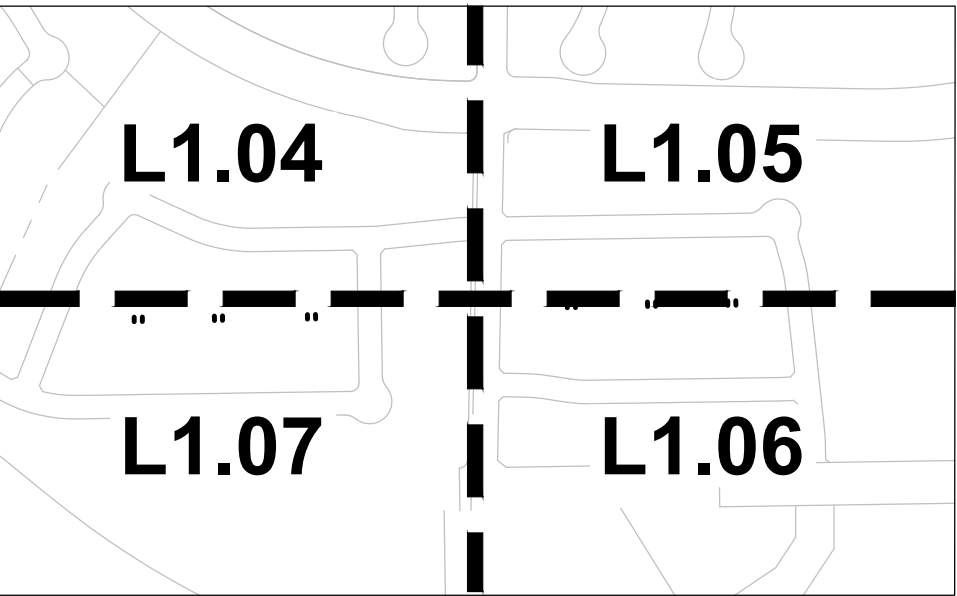
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COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
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COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



KEY MAP



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAY AREA
- GRAVEL

MATCHLINE - SEE SHEET LS1.2

MATCHLINE - SEE SHEET LS1.3

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Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

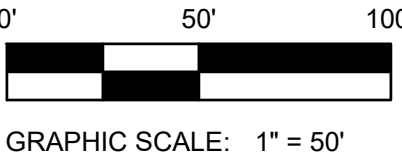
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SHEET NUMBER

L1.04

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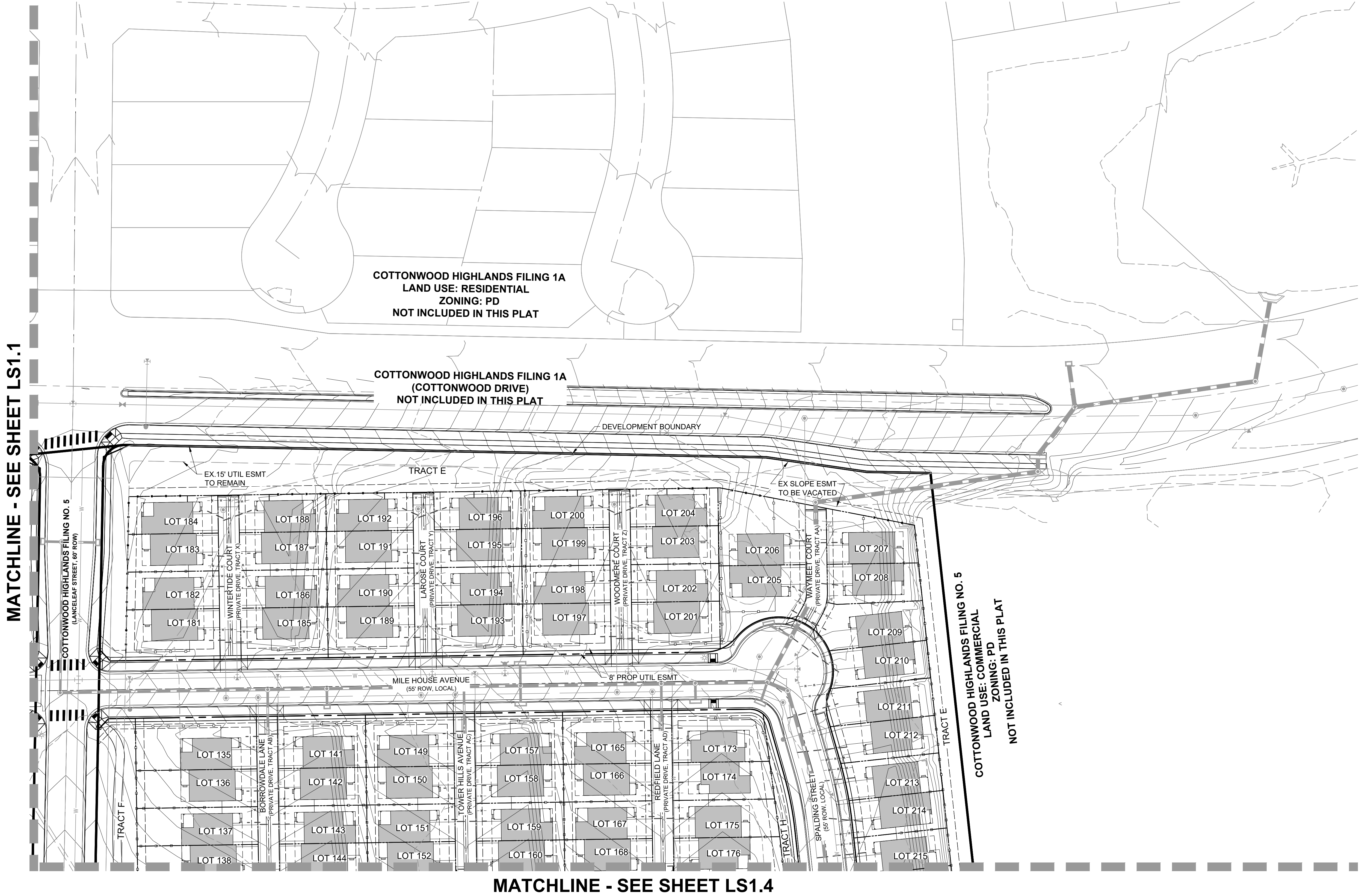


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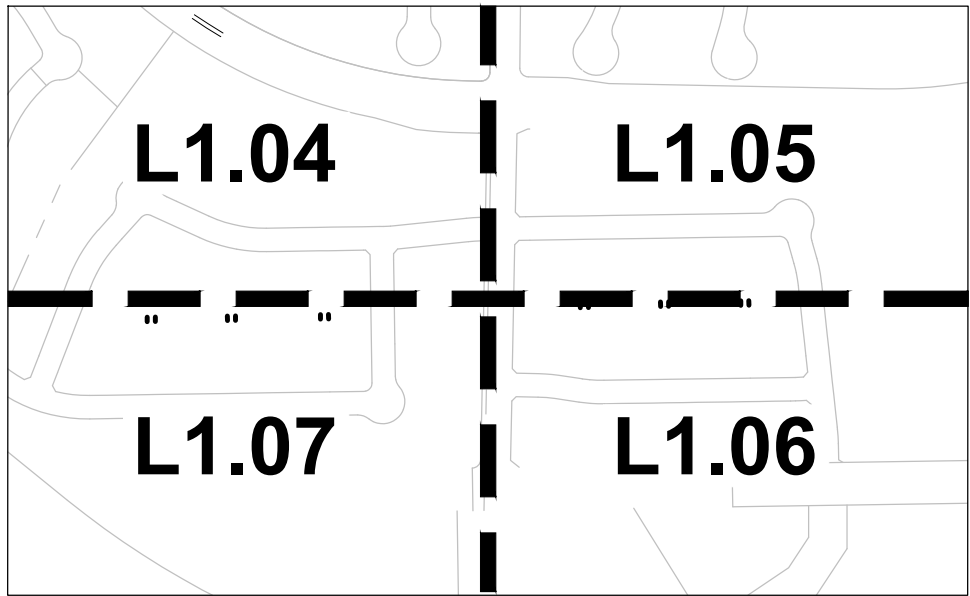
COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
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COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



KEY MAP



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAY AREA
- GRAVEL

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

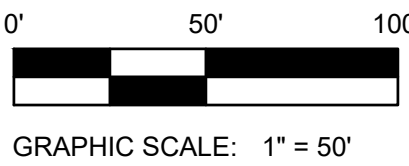
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1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L1.05

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TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

38.9 ACRES, 238 RESIDENTIAL LOTS

COTTONWOOD HIGHLANDS FILING NO. 5
LAND USE: COMMERCIAL
ZONING: PD
NOT INCLUDED IN THIS PLAT

COTTONWOOD HIGHLANDS FILING NO. 5
LAND USE: COMMERCIAL
ZONING: PD
NOT INCLUDED IN THIS PLAT

STONEGATE FILING NO. 27, AMENDMENT NO. 1
LAND USE: INDUSTRIAL
ZONING: PD
NOT INCLUDED IN THIS PLAT

E-470 MAINTENANCE SITE
NOT INCLUDED IN THIS PLAT

LOT 139, LOT 140, LOT 145, LOT 146, LOT 147, LOT 148, LOT 153, LOT 154, LOT 155, LOT 156, LOT 161, LOT 162, LOT 163, LOT 164, LOT 169, LOT 170, LOT 171, LOT 172, LOT 177, LOT 178, LOT 179, LOT 180, LOT 216, LOT 217, LOT 218, LOT 219, LOT 220, LOT 221, LOT 222, LOT 223, LOT 224, LOT 228, LOT 229, LOT 230, LOT 231, LOT 232, LOT 233, LOT 234, LOT 235, LOT 236, LOT 237

TRACT F, TRACT G, TRACT H, TRACT E

8' CONCRETE WALK TYP., REF. A/L-2.01, 8' PROP UTIL ESMT, 8' CONC. WALK TYP., REF. A/L2.01, 15' UTIL ESMT TO REMAIN, EX SLOPE ESMT TO REMAIN, EX 30' IREA ESMT TO REMAIN, EX 5' UTIL ESMT TO REMAIN, EX 10' IREA ESMT. TO REMAIN, EX 25' SLOPE ESMT TO REMAIN

BORROWDALE LANE (PRIVATE DRIVE, TRACT A), TONIER HILLS AVENUE (PRIVATE DRIVE, TRACT A), REDFIELD LANE (PRIVATE DRIVE, TRACT A), SPALDING STREET (65' ROW, LOCAL), SNOWBORN DRIVE (65' ROW, LOCAL), UNPLATTED (PARKERHOUSE ROAD)

(1) BENCH, TYP., REF. C/L-2.02, (1) DG TRAIL TYP., REF. B/L-2.01, EX 50' UTIL ESMT TO REMAIN, (1) TRELLIS TYP., REF. C/L-2.04, W/ (2) BENCHES TYP., REF. C/L-2.02, (1) BENCH, TYP., REF. C/L-2.02, 4-5' DG TRAIL TYP., REF. B/L-2.01, (1) ENTRY MONUMENT, REF. A/L2.06, EX 15' IREA ESMT TO REMAIN

EMERGENCY ACCESS

	PROJECT BOUNDARY
	STREET ROW
	UTILITY EASEMENT
	PROPERTY LOT LINE
	LOT SETBACK
	CENTER LINE
	OPEN SPACE FENCE
	5' PRIVACY FENCE
	5' MODIFIED PRIVACY FENCE
	DECOMPOSED GRANITE
	PLAY AREA
	GRAVEL

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
F 303.734.1777 | F 303.734.1778

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MANHARD CONSULTING
600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

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9193 S. JAMAICA ST., 4TH FLOOR
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OFFICE: (303) 503-1016
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE PLAN

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

TEXT	DATE
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2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

L1.06

OF 56

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0' 50' 100'



GRAPHIC SCALE: 1" = 50'



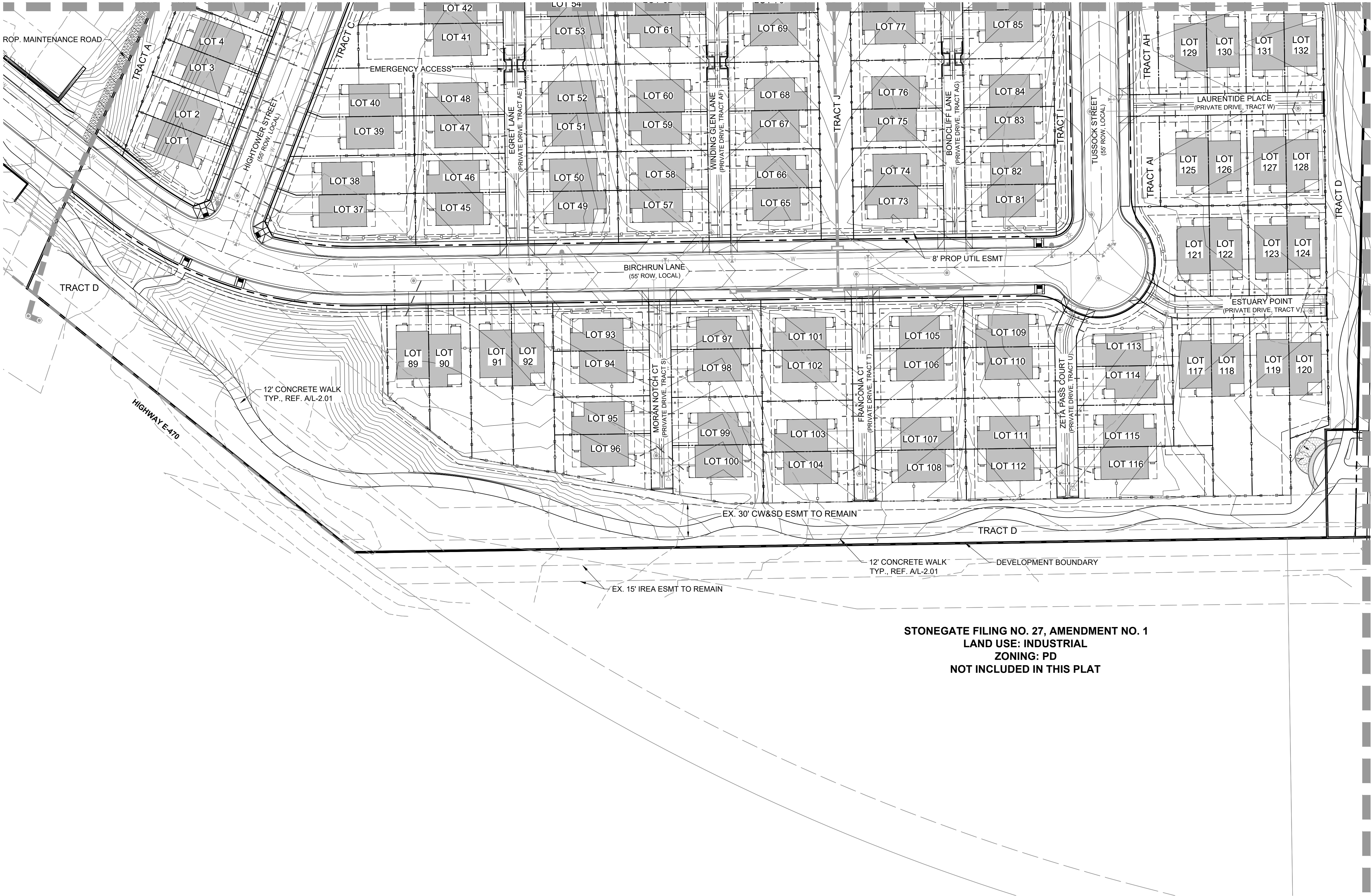
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COTTONWOOD HIGHLANDS FILING NO. 7

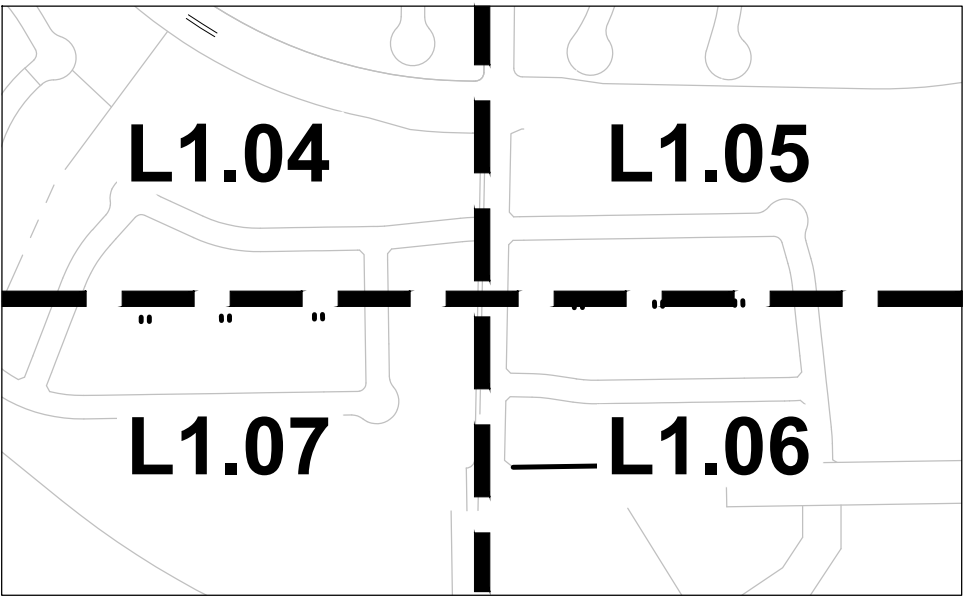
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET LS1.1



KEY MAP



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAY AREA
- GRAVEL

MATCHLINE - SEE SHEET LS1.3

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD., SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
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ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

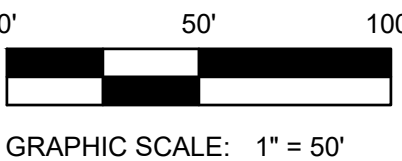
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SHEET NUMBER

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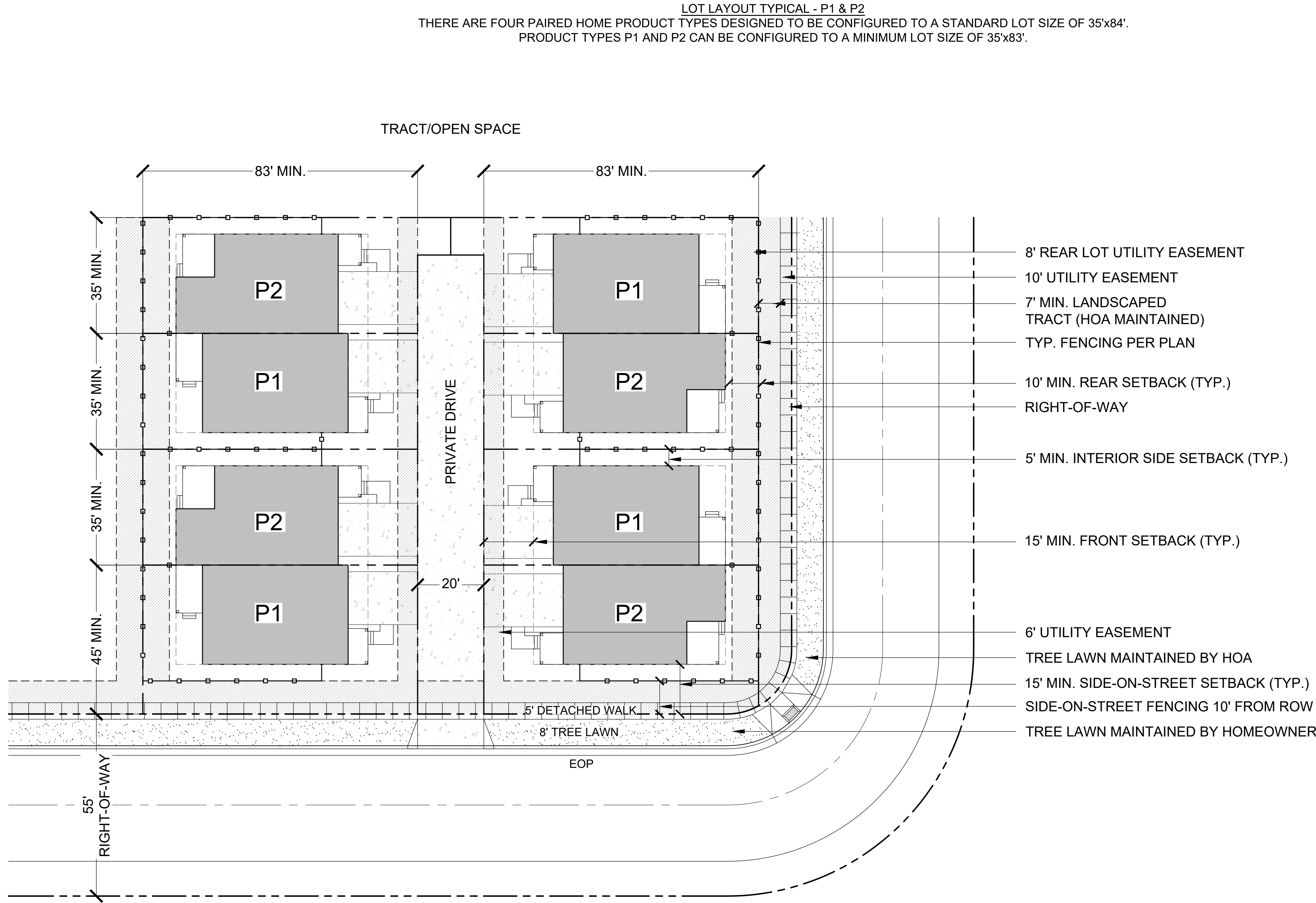


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COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

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38.9 ACRES, 238 RESIDENTIAL LOTS



LEGEND

---	STREET ROW
- - - -	UTILITY EASEMENT
----	PROPERTY LOT LINE
- - - -	LOT SETBACK
----	CENTER LINE
□ □ □	LOT FENCE
.....	TURF
.....	CONCRETE
.....	UTILITY EASEMENT

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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ENGINEER

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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
STANDARD LOT TYPICAL

PROFESSIONAL STAMP

PROJECT INFORMATION

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CHECKED BY: NS

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SHEET NUMBER

L1.08

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- NOTES:
- 1) PRODUCT TYPES P1-P4 CAN BE CONFIGURED TO MIN. 84' LENGTH LOTS.
 - 2) PRODUCT TYPES P1-P2 CAN BE CONFIGURED TO MIN. 83' LENGTH LOTS.
 - 3) THE CONFIGURATION OF PRODUCT TYPES IS FLEXIBLE AND IS NOT LIMITED TO THE LAYOUT SHOWN.
 - 4) THE SIDEWALK CONFIGURATION SHOWN IS NOT FINAL AND IS SUBJECT TO CHANGE.
 - 5) ALL PRODUCT TYPES WILL HAVE AN ATTACHED 2-CAR GARAGE.

0' 20' 40'
GRAPHIC SCALE: 1" = 20'



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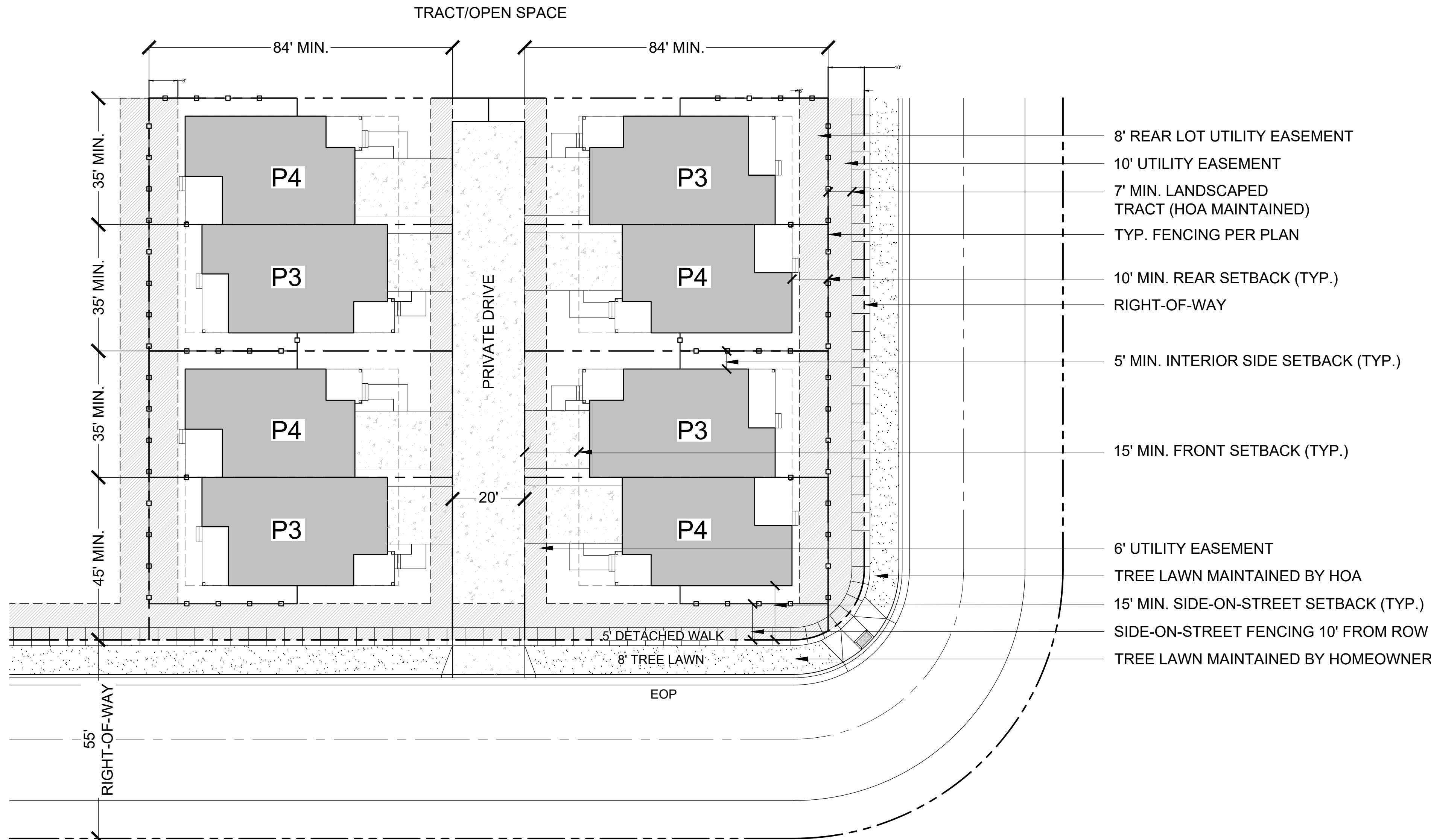
COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH
THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

LOT LAYOUT TYPICAL - P3 & P4

THERE ARE FOUR PAIRED HOME PRODUCT TYPES DESIGNED TO BE CONFIGURED TO A STANDARD LOT SIZE OF 35'x84'.
PRODUCT TYPES P3 AND P4 CAN BE CONFIGURED TO A MINIMUM LOT SIZE OF 35'x84'.



LEGEND

---	STREET ROW
- - -	UTILITY EASEMENT
----	PROPERTY LOT LINE
- - -	LOT SETBACK
----	CENTER LINE
□	LOT FENCE
■	TURF
■	CONCRETE
■	UTILITY EASEMENT

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ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
STANDARD LOT TYPICAL

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

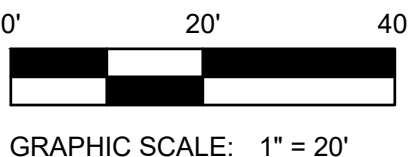
TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L1.09

10 OF 56

- NOTES:
- 1) PRODUCT TYPES P1-P4 CAN BE CONFIGURED TO MIN. 84' LENGTH LOTS.
 - 2) PRODUCT TYPES P1-P2 CAN BE CONFIGURED TO MIN. 83' LENGTH LOTS.
 - 3) THE CONFIGURATION OF PRODUCT TYPES IS FLEXIBLE AND IS NOT LIMITED TO THE LAYOUT SHOWN.
 - 4) THE SIDEWALK CONFIGURATION SHOWN IS NOT FINAL AND IS SUBJECT TO CHANGE.
 - 5) ALL PRODUCT TYPES WILL HAVE AN ATTACHED 2-CAR GARAGE.



GRAPHIC SCALE: 1" = 20'



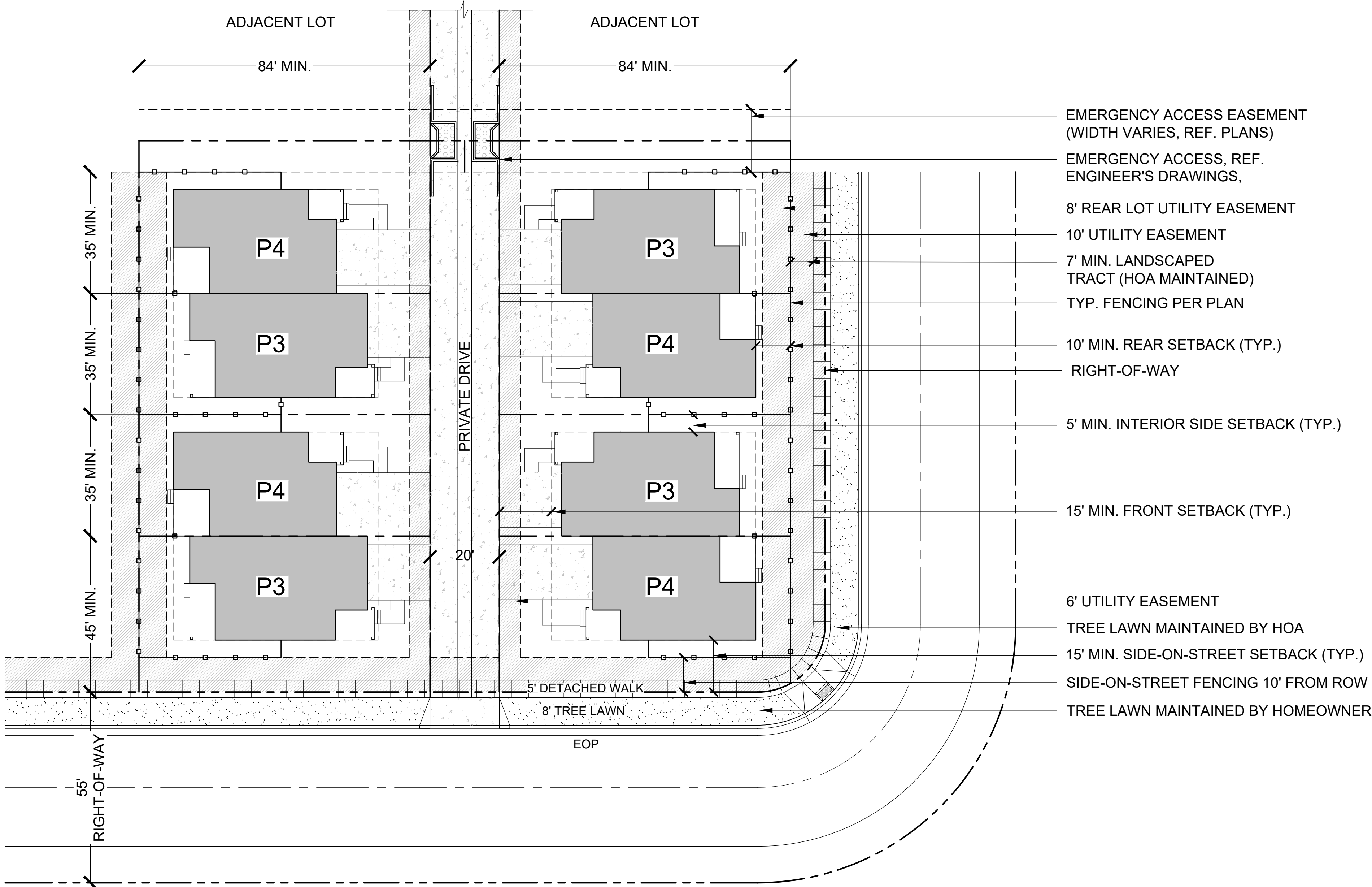
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38.9 ACRES, 238 RESIDENTIAL LOTS

LOT LAYOUT TYPICAL - CONTINUOUS DRIVE W/ EMERGENCY FIRE ACCESS
THERE ARE FOUR PAIRED HOME PRODUCT TYPES DESIGNED TO BE CONFIGURED TO A STANDARD LOT SIZE OF 35'x84'.
PRODUCT TYPES P3 AND P4 CAN BE CONFIGURED TO A MINIMUM LOT SIZE OF 35'x84'.



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- LOT FENCE
- TURF
- CONCRETE
- UTILITY EASEMENT

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PARKER, CO
STANDARD LOT TYPICAL

PROFESSIONAL STAMP

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CHECKED BY: NS

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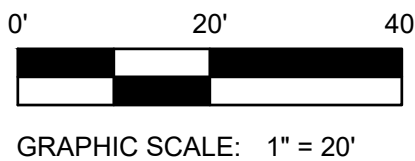
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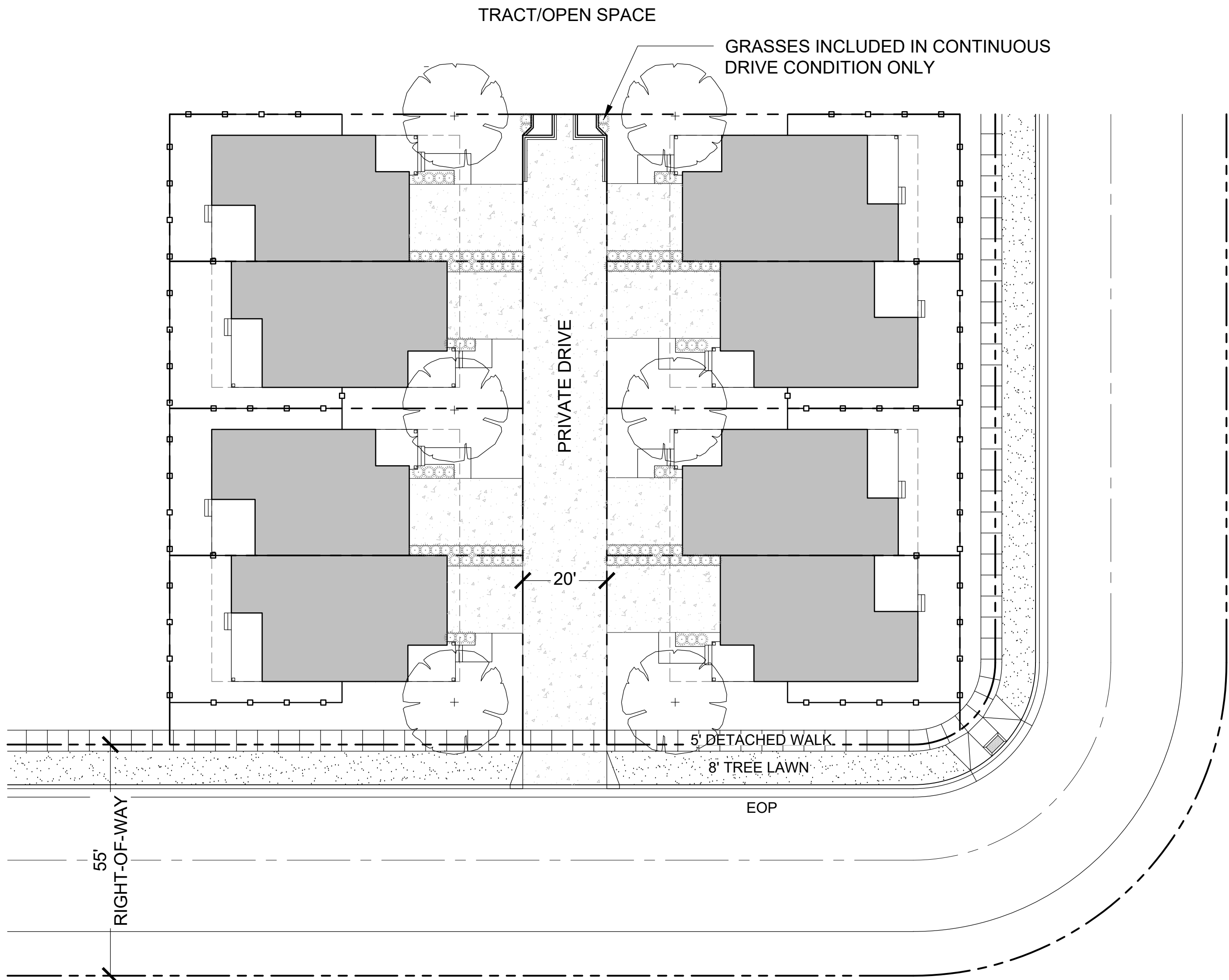


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38.9 ACRES, 238 RESIDENTIAL LOTS



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- LOT FENCE
- TURF
- CONCRETE
- UTILITY EASEMENT
- DECIDUOUS SHADE TREE
- ORNAMENTAL GRASSES

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SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE LOT TYPICAL

PROFESSIONAL STAMP

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CHECKED BY: NS

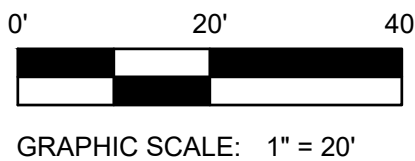
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L1.11
12 OF 56

NOTES:
1) 6 DECIDUOUS SHADE TREES PER 8 PACK/CLUSTER AND MIN. 10 GRASSES PER UNIT.

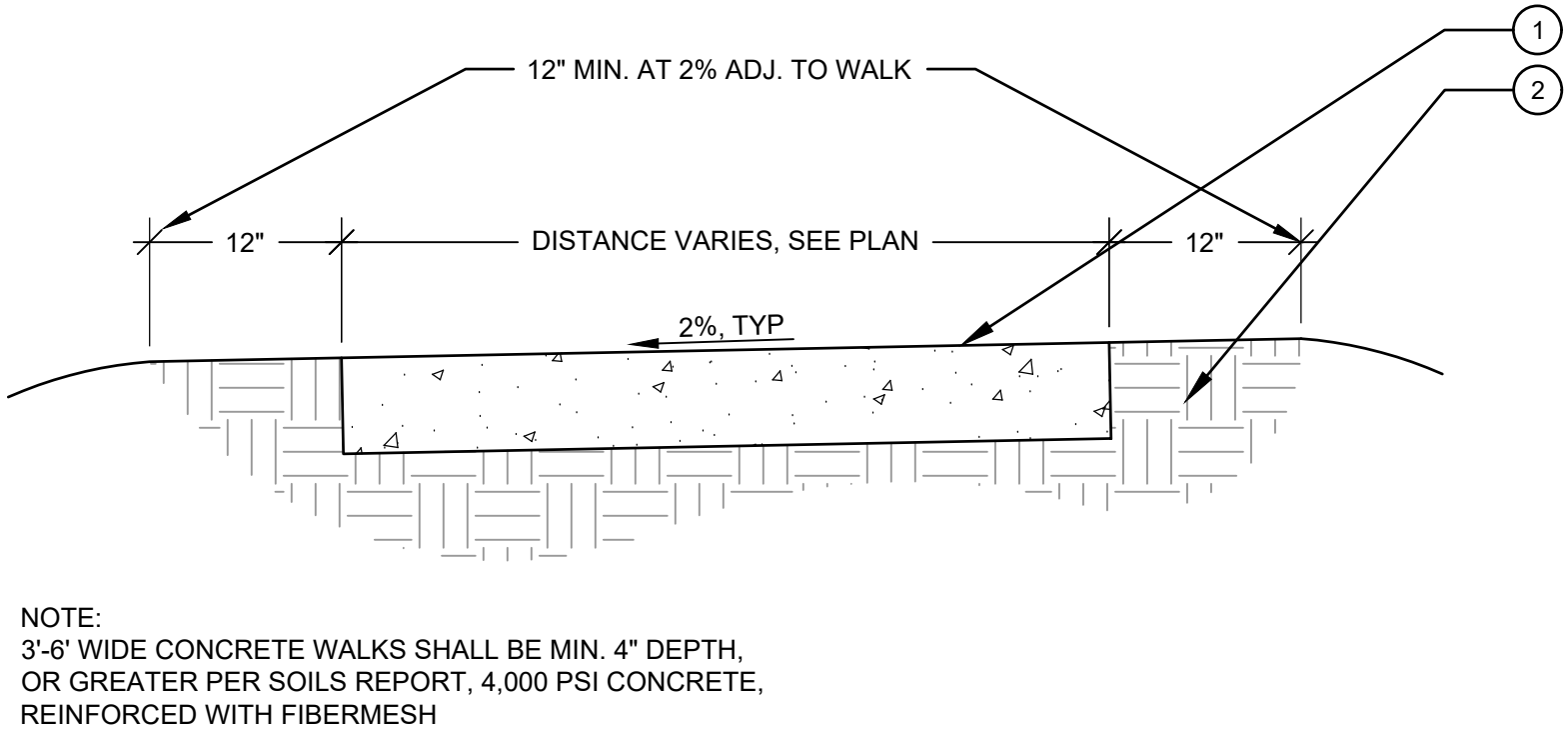


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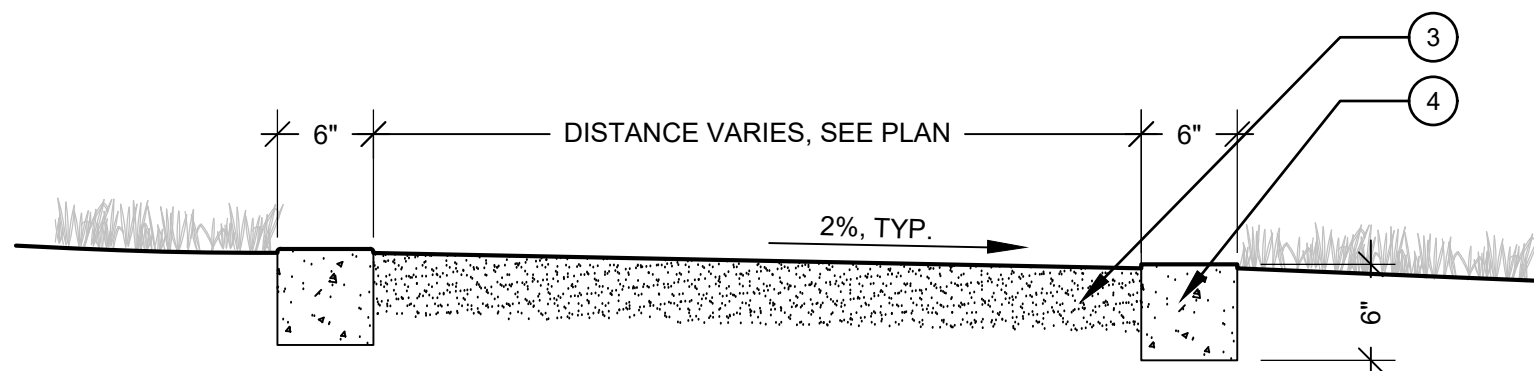
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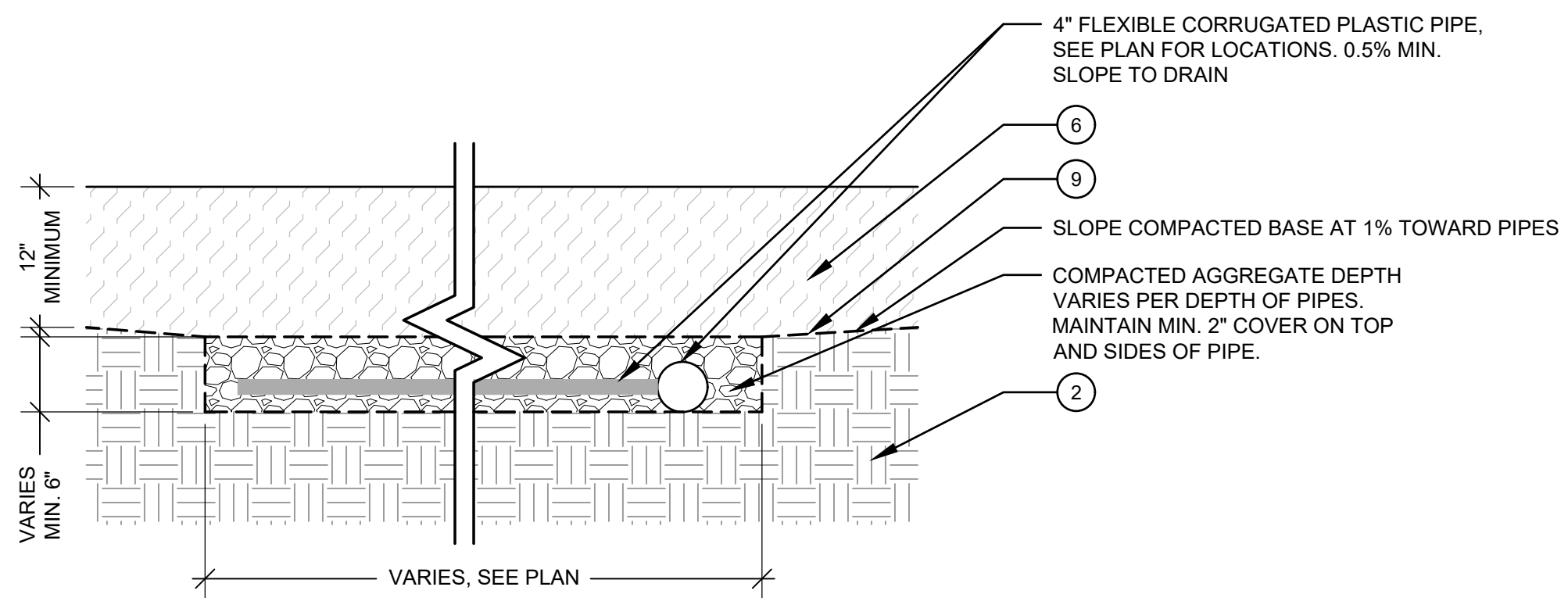


NOTE:
3'-6" WIDE CONCRETE WALKS SHALL BE MIN. 4" DEPTH,
OR GREATER PER SOILS REPORT, 4,000 PSI CONCRETE,
REINFORCED WITH FIBERMESH

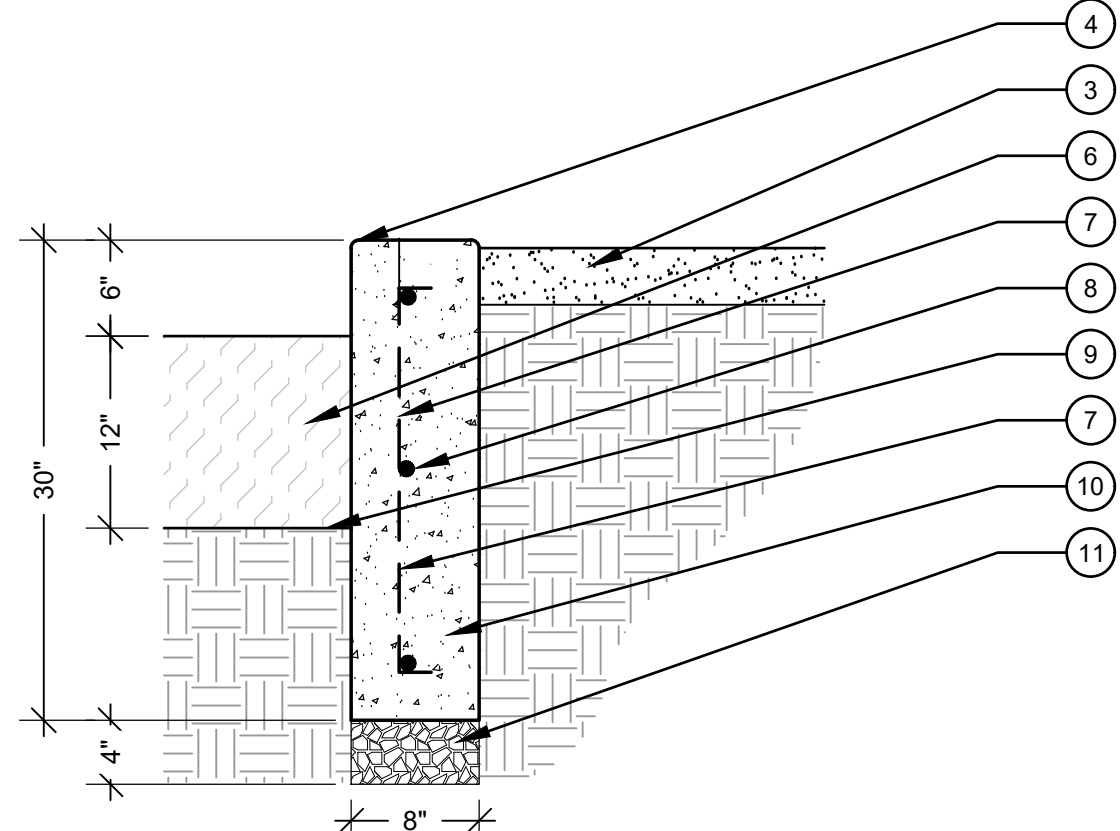
A CONCRETE PAVEMENT
SCALE: 1" = 1'-0"



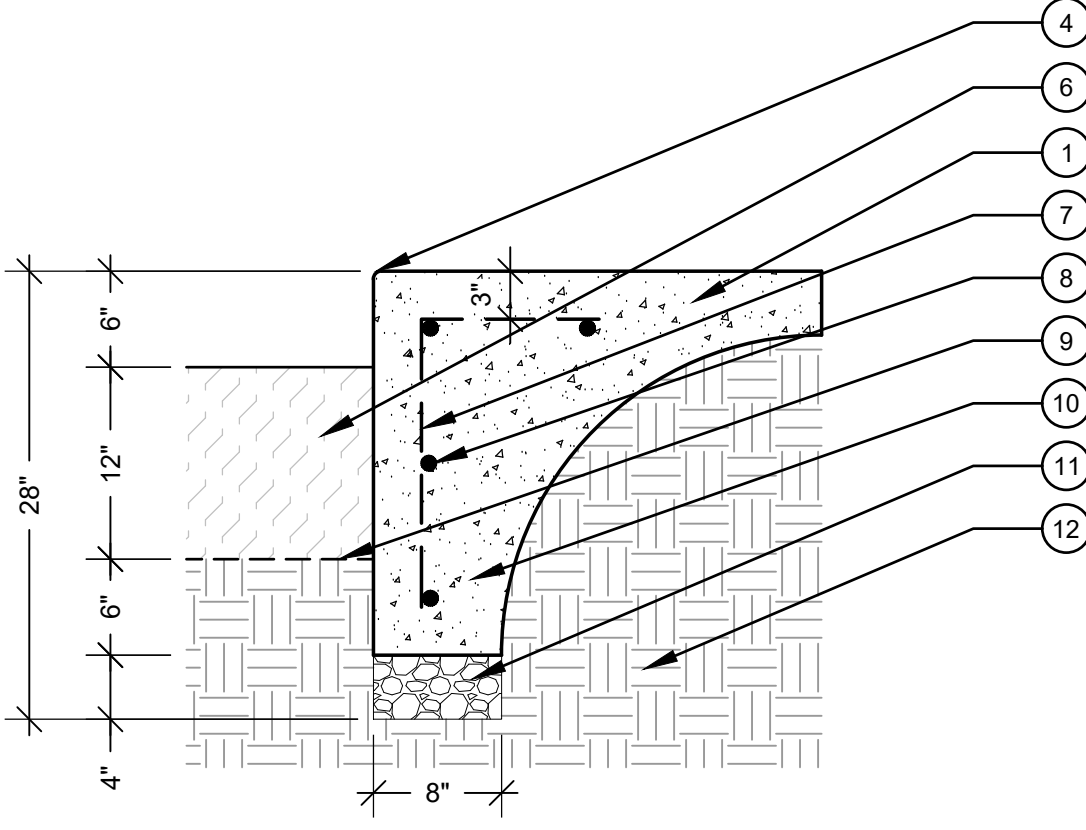
B CRUSHER FINES
SCALE: 1" = 1'-0"



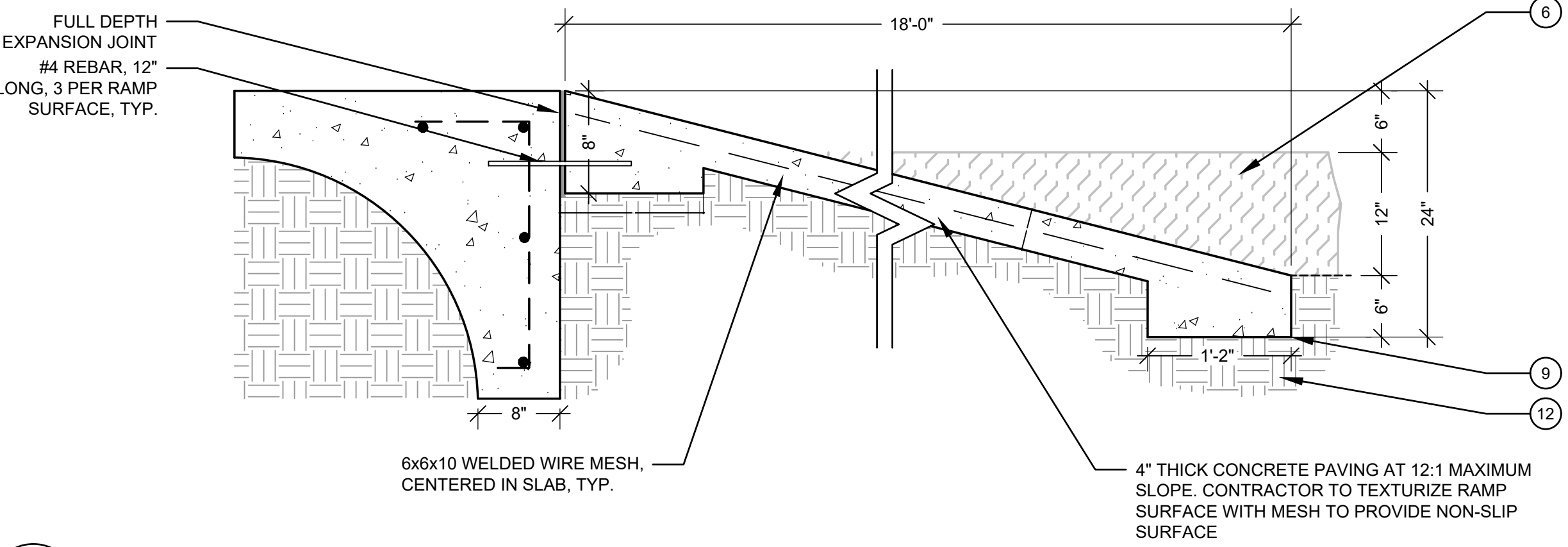
C PLAYSURFACE
SCALE: 1" = 1'-0"



D PLAYCURB AT CRUSHER FINES
SCALE: 1" = 1'-0"



E PLAYCURB AT CONC. PAVEMENT
SCALE: 1" = 1'-0"



F ADA RAMP AT PLAYCURB
SCALE: 1" = 1'-0"

SITE DETAILS LEGEND

- 1 STANDARD CONCRETE, 4" THICK
- 2 95% COMPACTED SUBGRADE
- 3 CRUSHER FINES WITH STABILIZER, SET 4" ON COMPACTED SUBGRADE
- 4 6"x6" CONC. CURB
- 5 1" CHAMFER, TYP.
- 6 BARRIER-FREE SAFETY SURFACING
- 7 #4 REBAR, 16" O.C., 3" CLEAR, TYP.
- 8 #4 REBAR CONT., 3" CLEAR, TYP.
- 9 GEOTEXTILE FABRIC
- 10 PLACE EXPANSION JOINTS IN CURB, 25' O.C. MAX SPACING
- 11 CLASS II COMPACTED AGGREGATE BASE AT 90% REL. COMPACTION
- 12 COMPACTED SUBGRADE PER GEOTECHNICAL ENGINEER



ARCHITECT / PLANNER



ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

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CHECKED BY: NS

ISSUE RECORD

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L2.01

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PARKER, CO

SITE DETAILS

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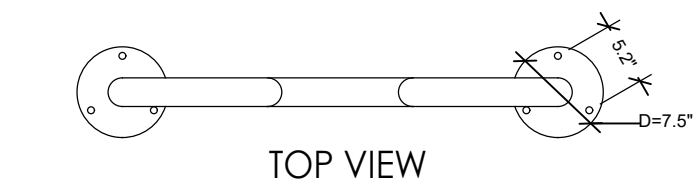
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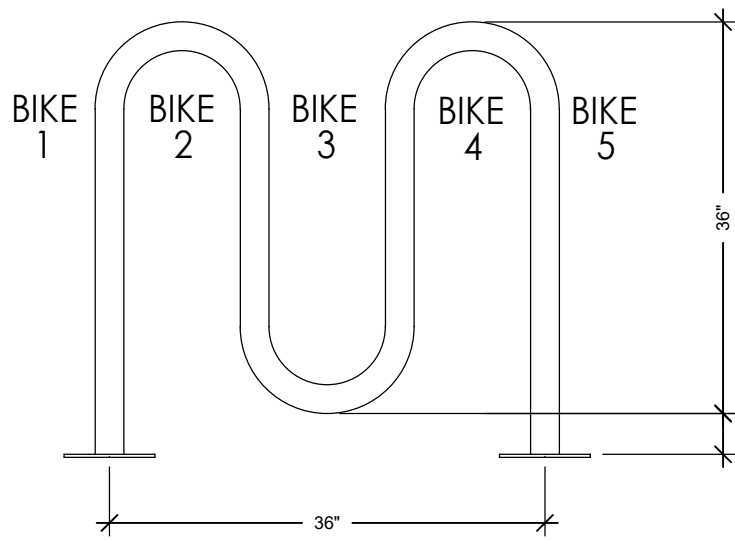
L2.02

14 OF 56

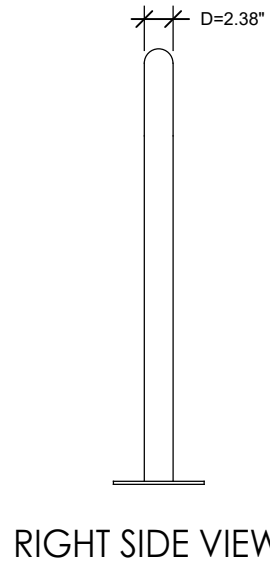


TOP VIEW

MANUFACTURER: SITESCAPES
MODEL: #EC2-05-SM
QTY: 2
COLOR: BLACK POWDER COAT



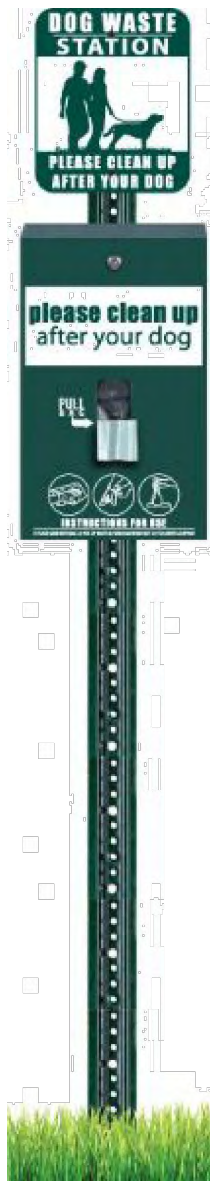
FRONT VIEW



RIGHT SIDE VIEW

A BIKE RACK

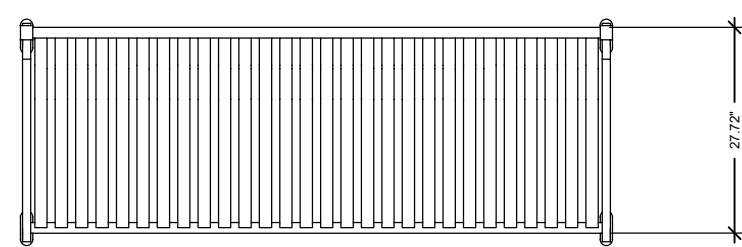
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MANUFACTURER: DOGIPOT
MODEL: #1003-L
QTY: 2
COLOR: GREEN

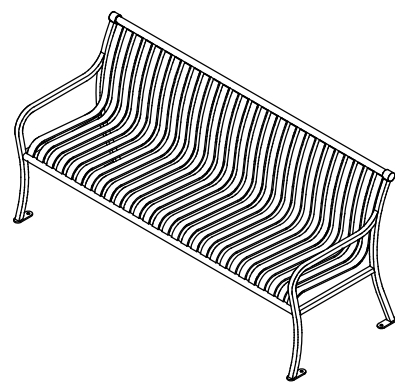
B DOG WASTE STATION

SCALE: NTS

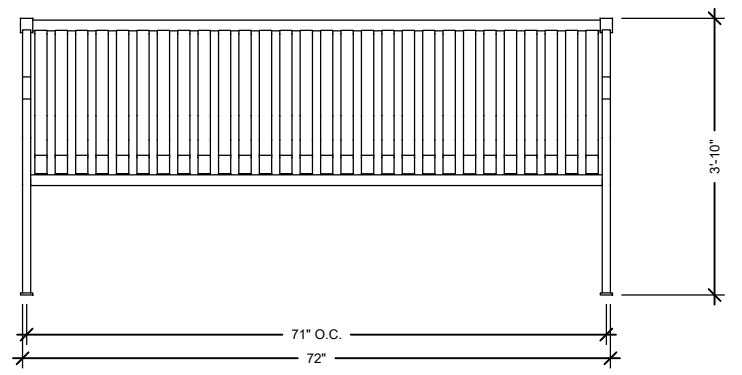


TOP VIEW

MANUFACTURER: SITESCAPES
MODEL: #EC2-05-SM
QTY: 4
COLOR: BLACK POWDER COAT



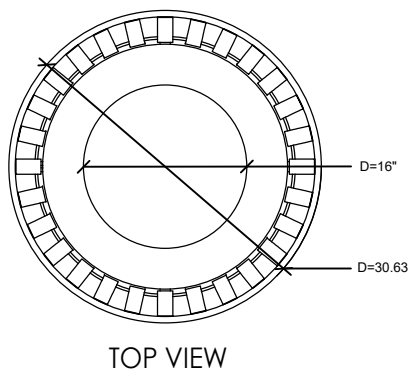
RIGHT SIDE VIEW



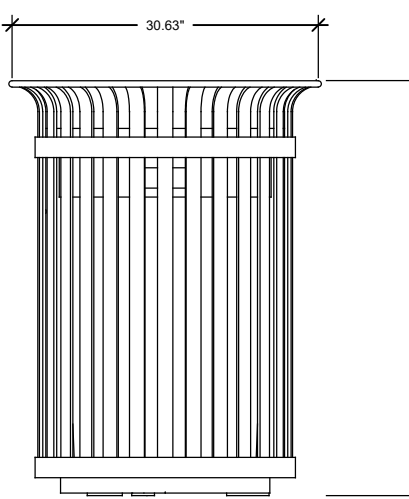
FRONT VIEW

C BENCH

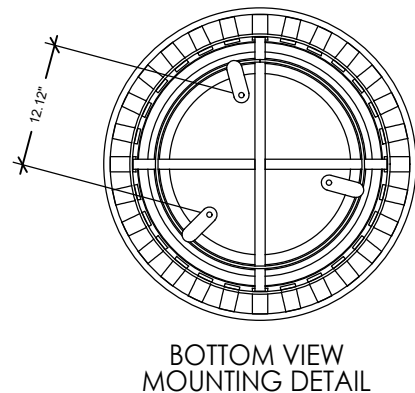
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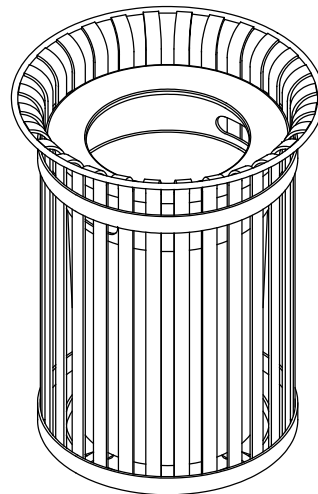
TOP VIEW



FRONT VIEW



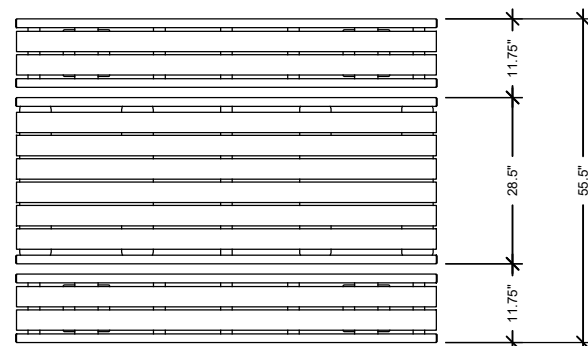
BOTTOM VIEW
MOUNTING DETAIL



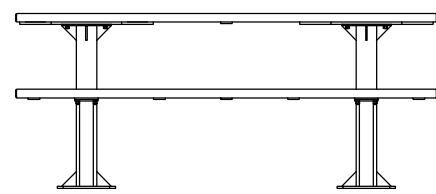
D TRASH RECEPTACLE

SCALE: NTS

MANUFACTURER: SITESCAPES
MODEL: #CV2-1000
QTY: 2
COLOR: BLACK POWDER COAT

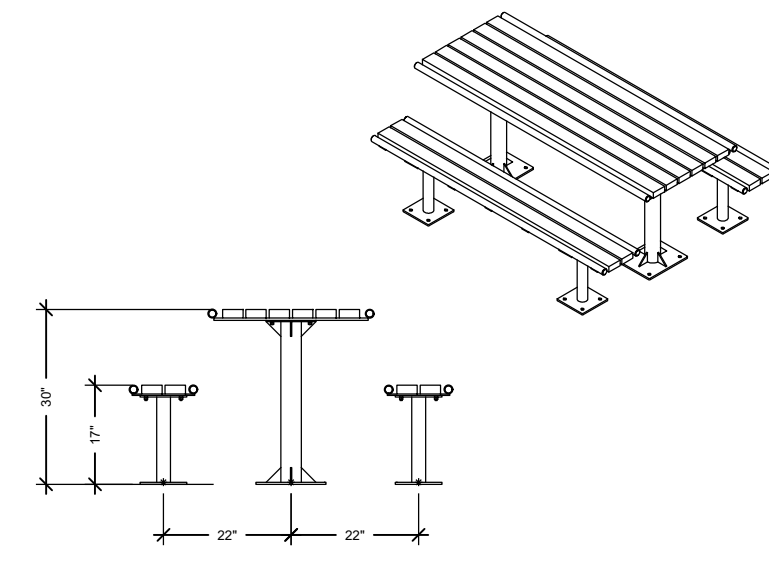


TOP VIEW



FRONT VIEW

MANUFACTURER: SITESCAPES
MODEL: #AV6-4561-RP
QTY: 6
COLOR: BLACK POWDER COAT
MATERIAL: RECYCLED PLASTIC LUMBER



RIGHT SIDE VIEW

E PICNIC TABLE

SCALE: NTS

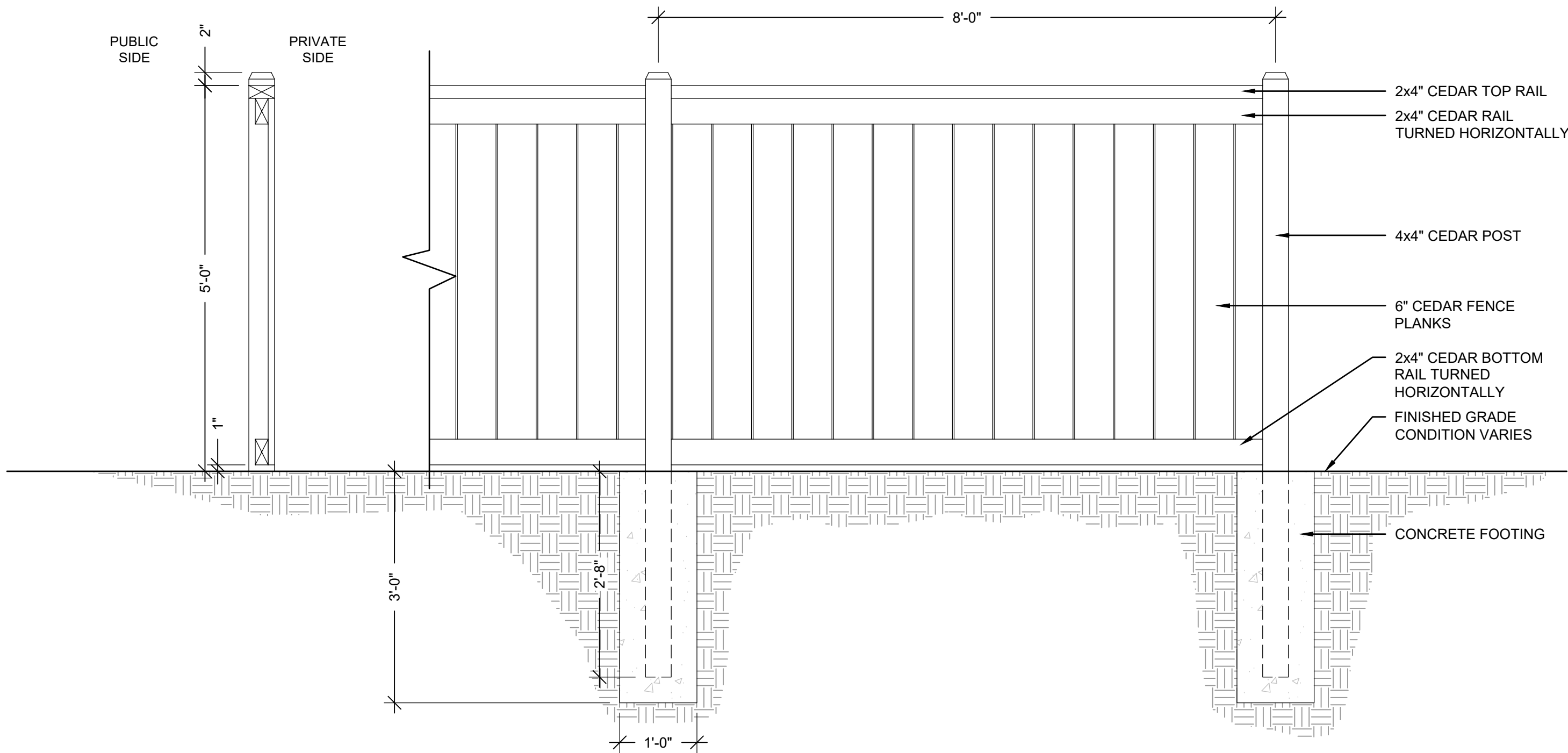


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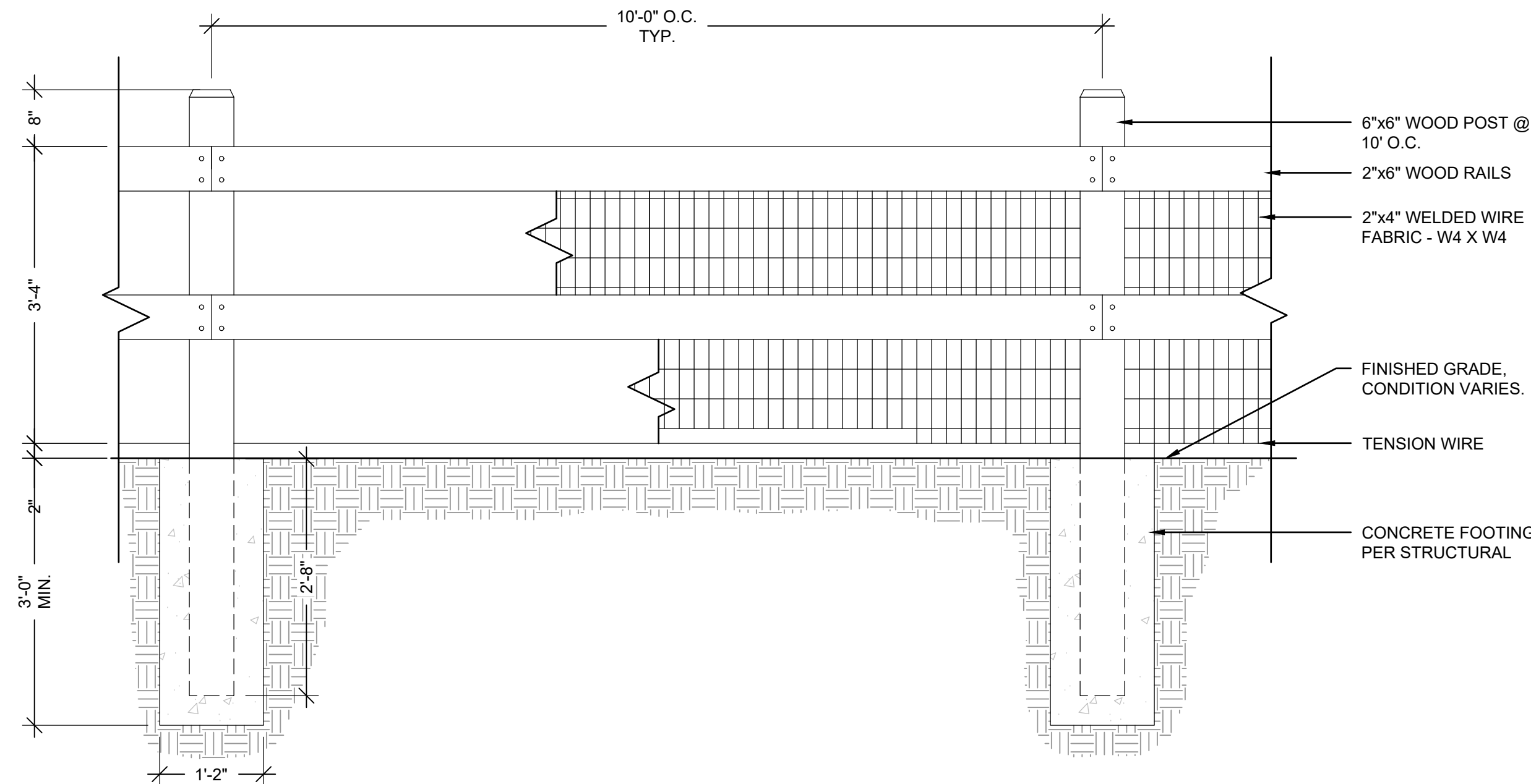
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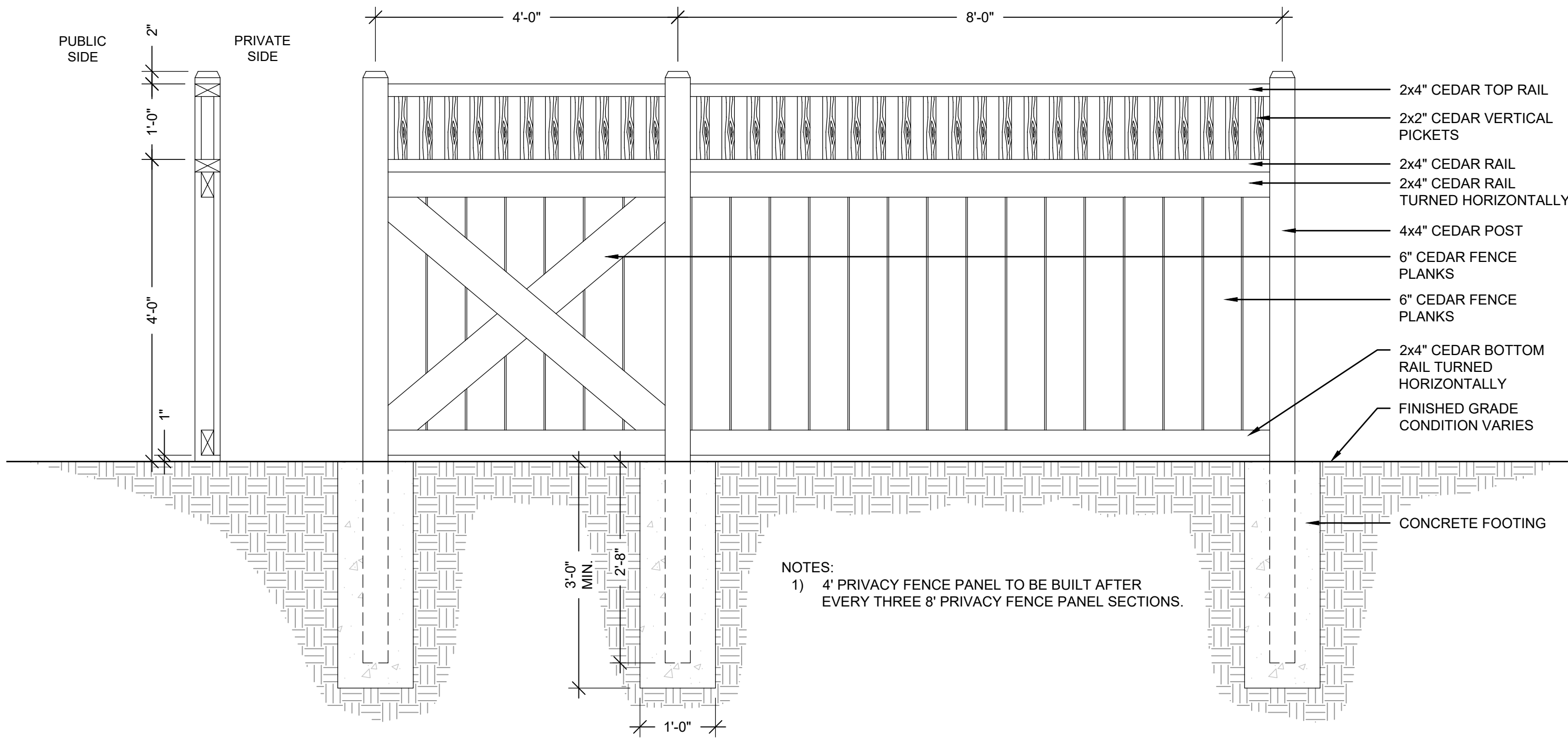
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A 5' PRIVACY FENCE DETAIL
SCALE: NTS



B 2-RAIL FENCE DETAIL
SCALE: NTS



NOTES:
1) 4' PRIVACY FENCE PANEL TO BE BUILT AFTER
EVERY THREE 8' PRIVACY FENCE PANEL SECTIONS.

C 5' MODIFIED PRIVACY FENCE DETAIL
SCALE: NTS

ARCHITECT / PLANNER

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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L2.03

15 OF 56



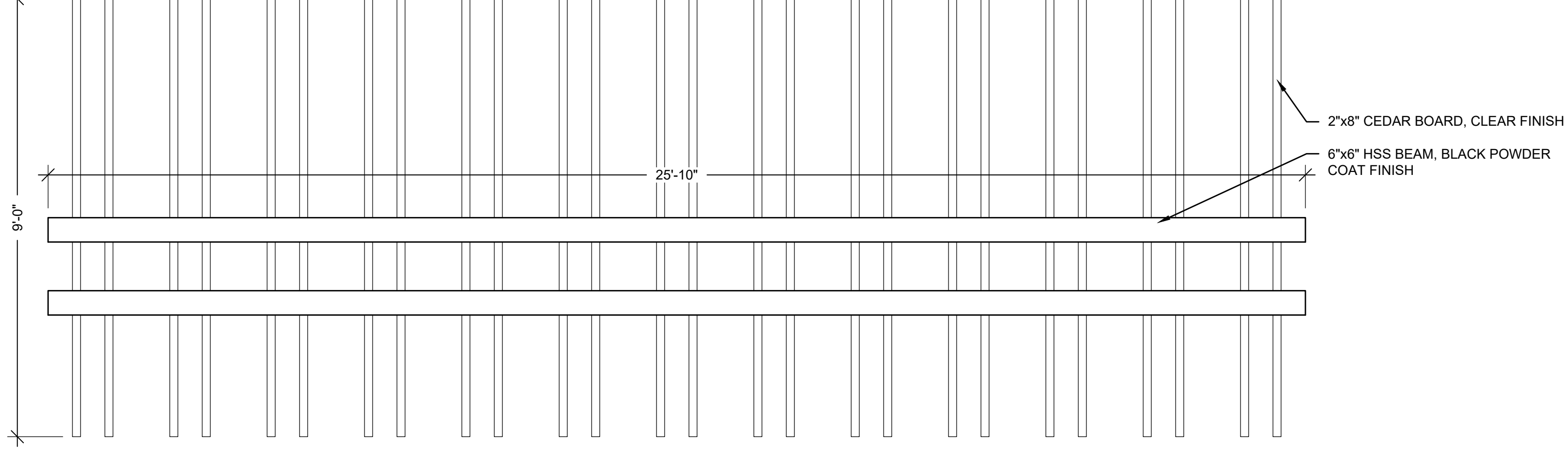
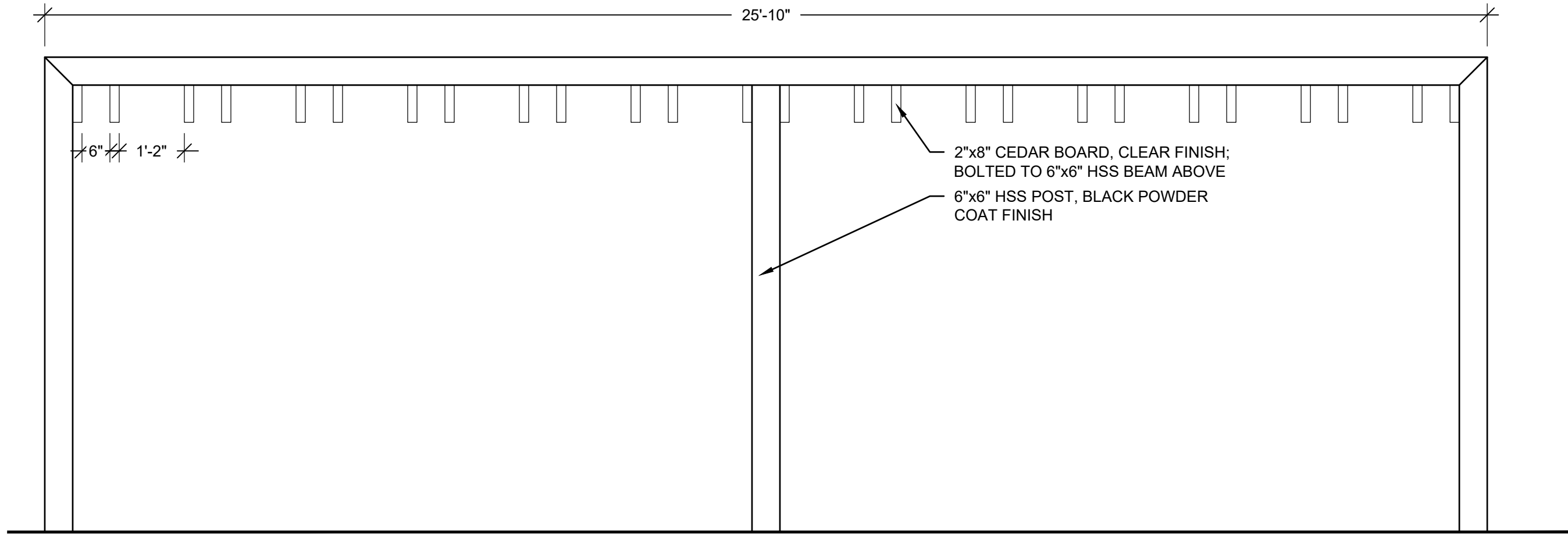
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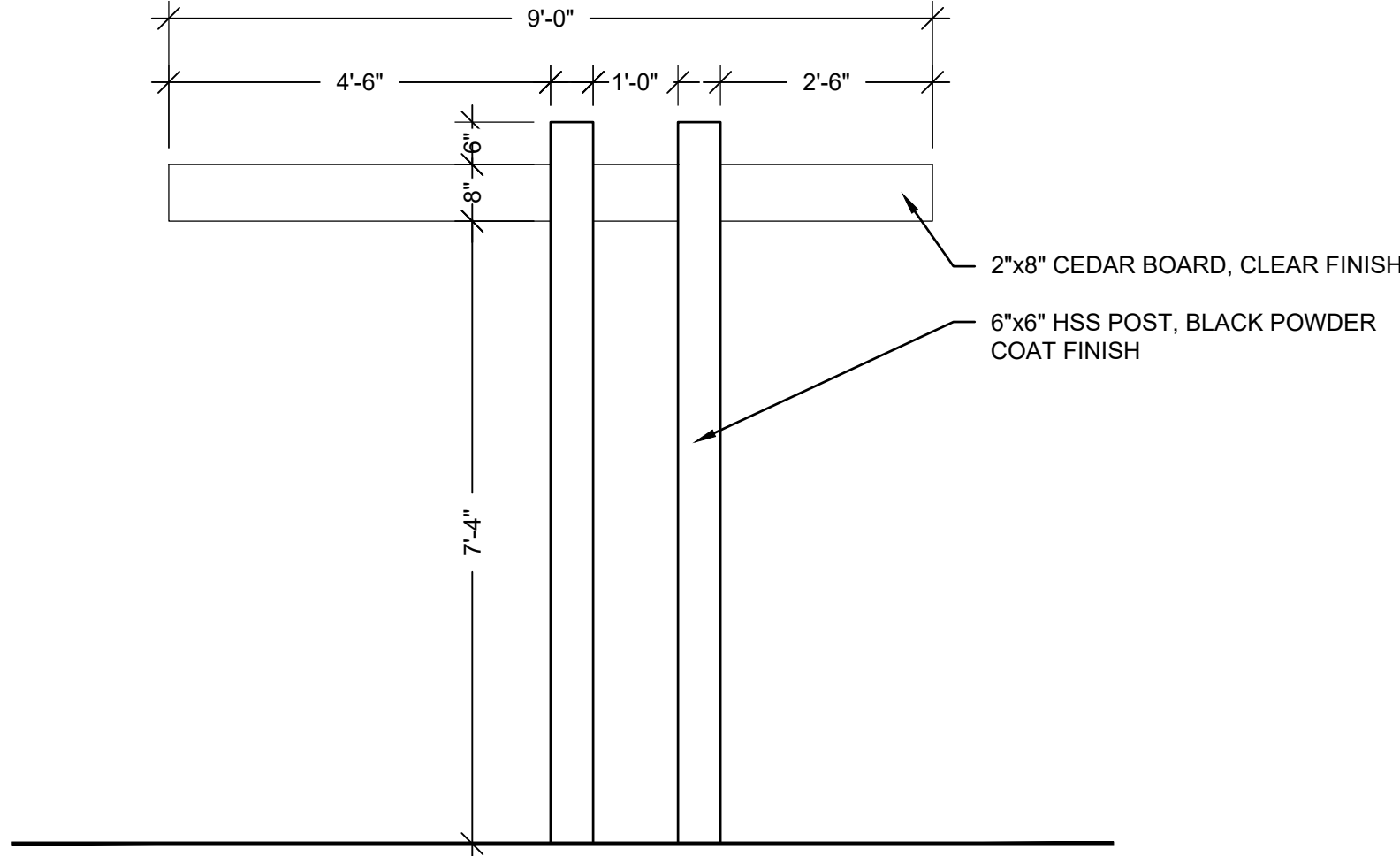
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
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THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

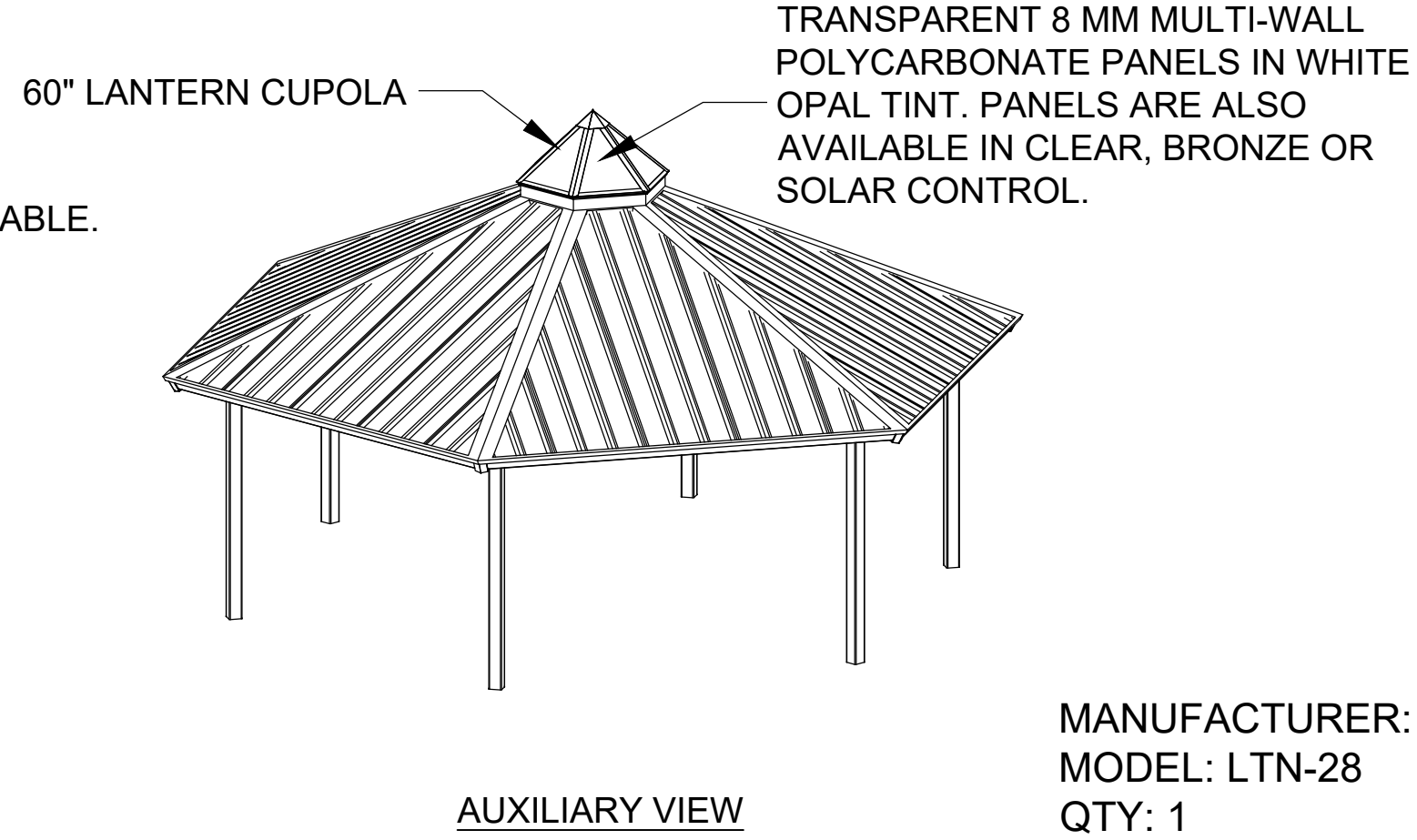
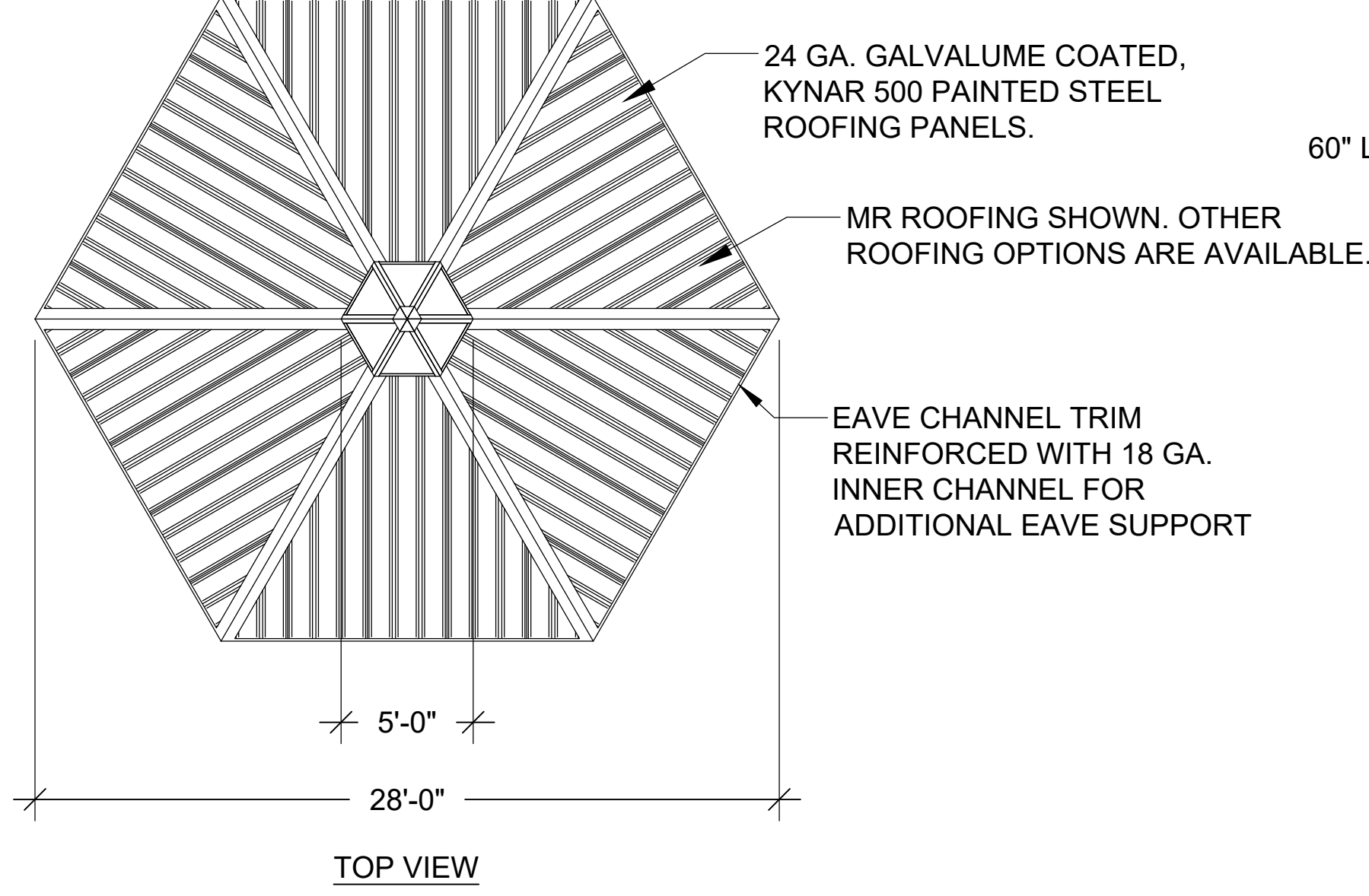


A TRELLIS DETAIL - ELEVATION
SCALE: 1/2" = 1'-0"

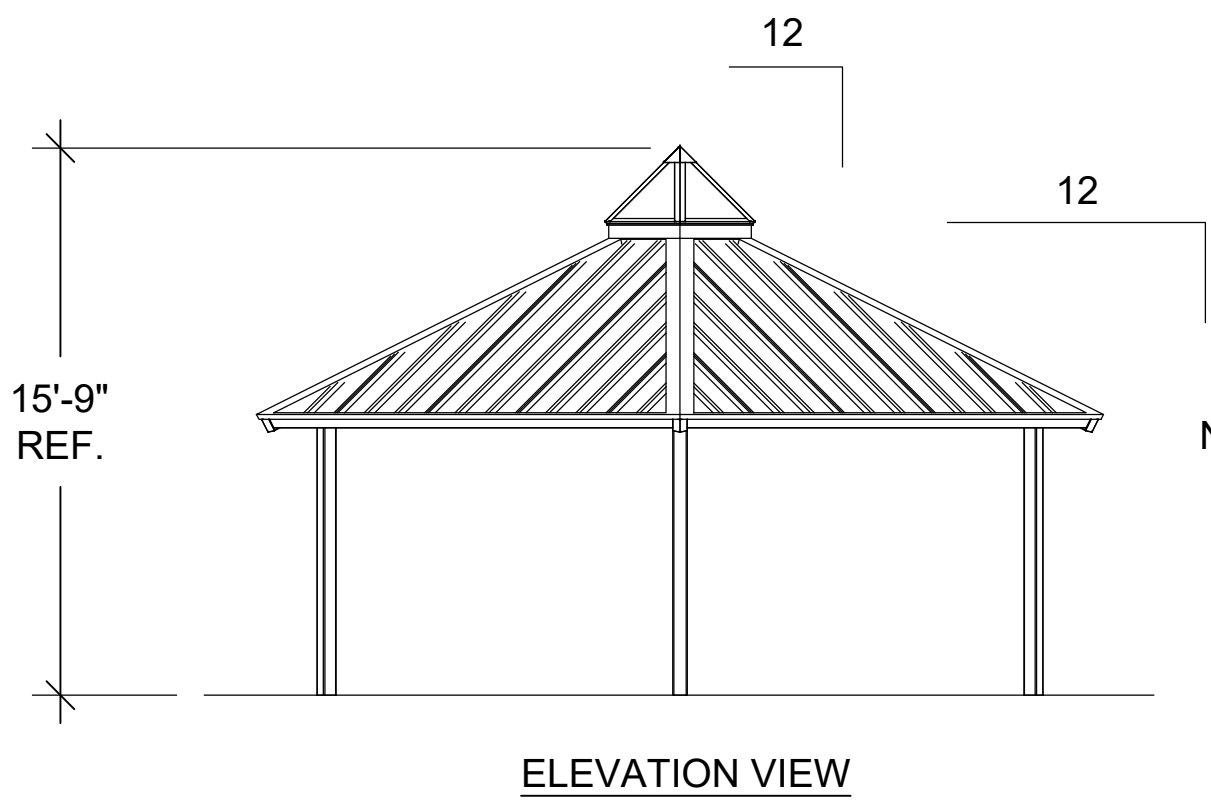
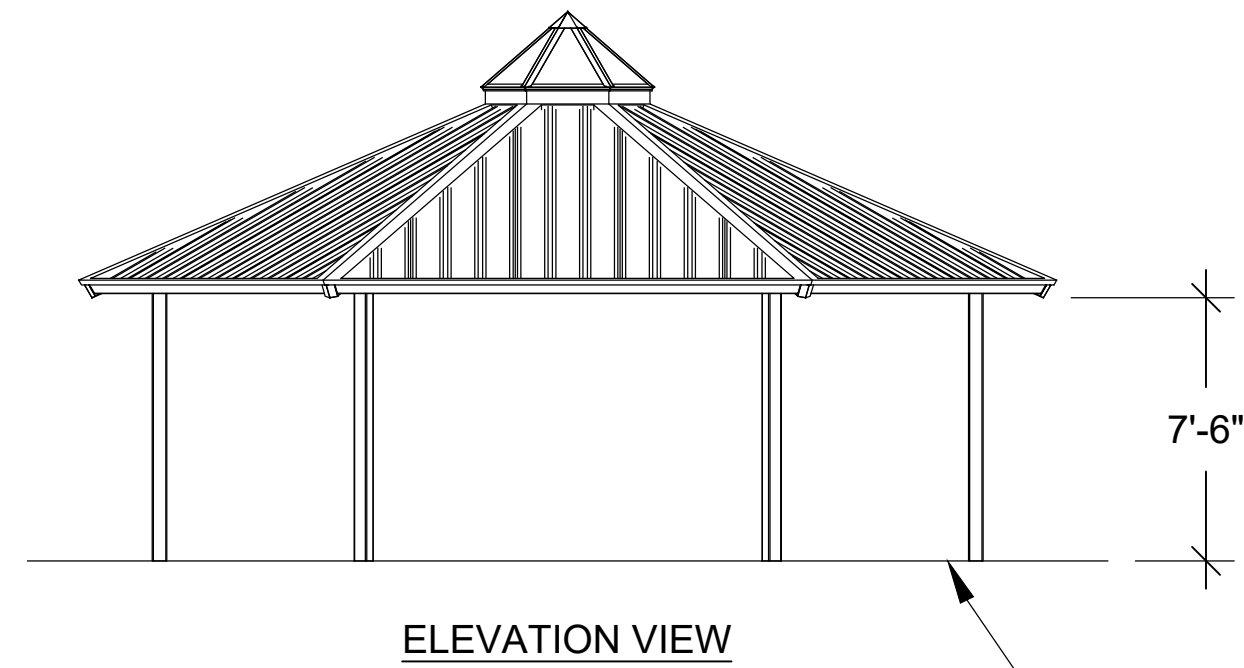
B TRELLIS DETAIL - PLAN VIEW
SCALE: 1/2" = 1'-0"



C TRELLIS DETAIL - SIDE ELEVATION
SCALE: 1/2" = 1'-0"



MANUFACTURER: POLIGON
MODEL: LTN-28
QTY: 1
ROOF COLOR: EVERGREEN
TRIM COLOR: EVERGREEN
STRUCTURE COLOR: SLATE



D PAVILION DETAIL
SCALE: NTS

NOTES:
1) INSTALL ALL FURNITURE PER MANUFACTURER'S INSTRUCTIONS.

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Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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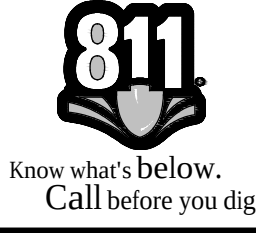
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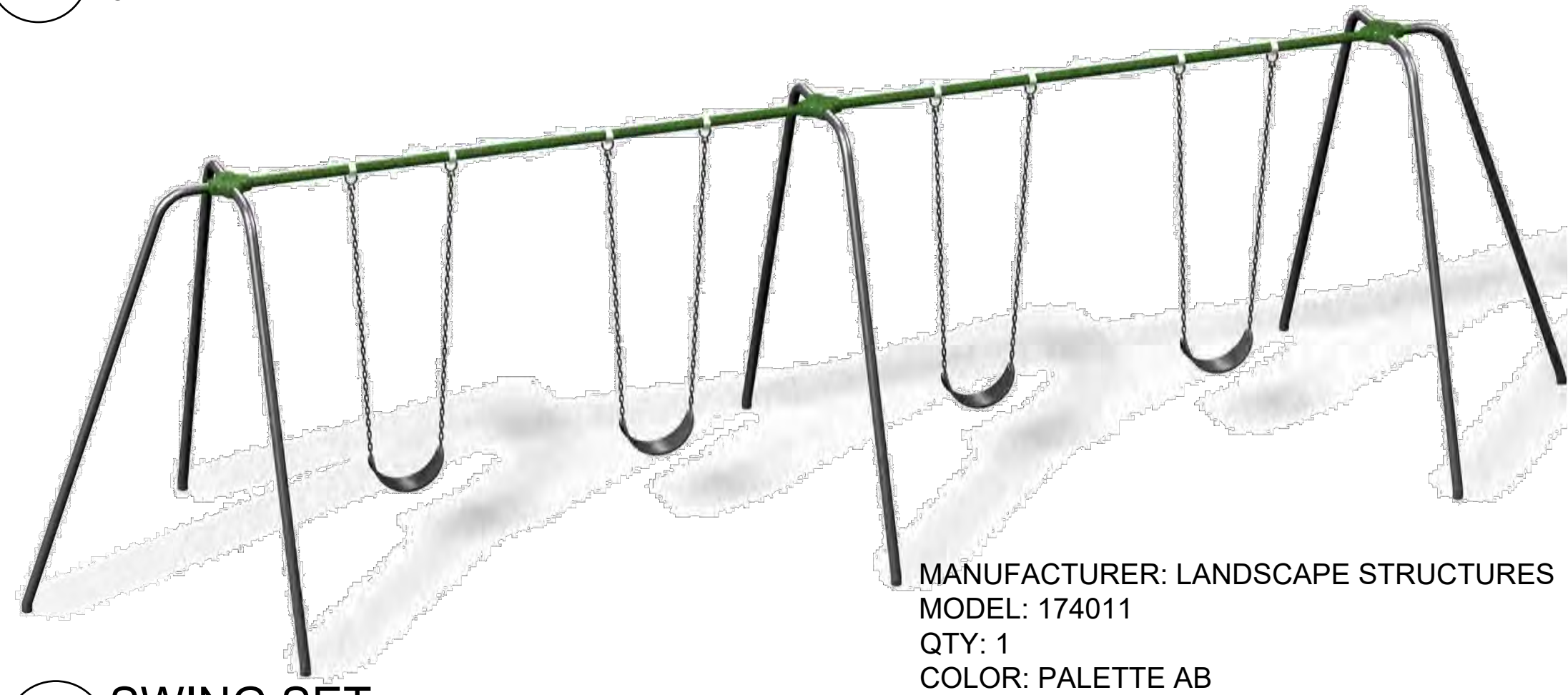


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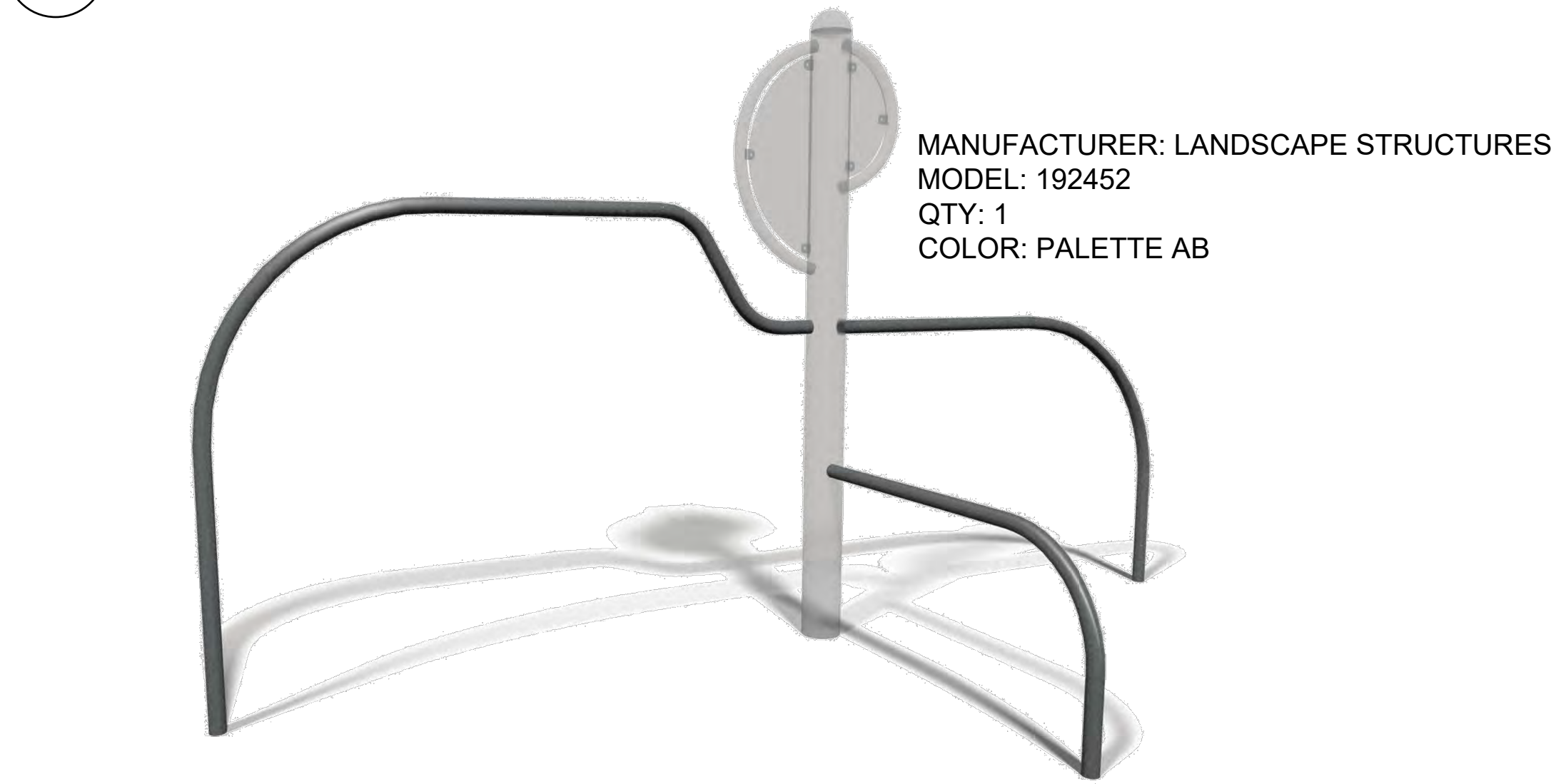
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38.9 ACRES, 238 RESIDENTIAL LOTS



A PLAY STRUCTURE
SCALE: NTS



B SWING SET
SCALE: NTS



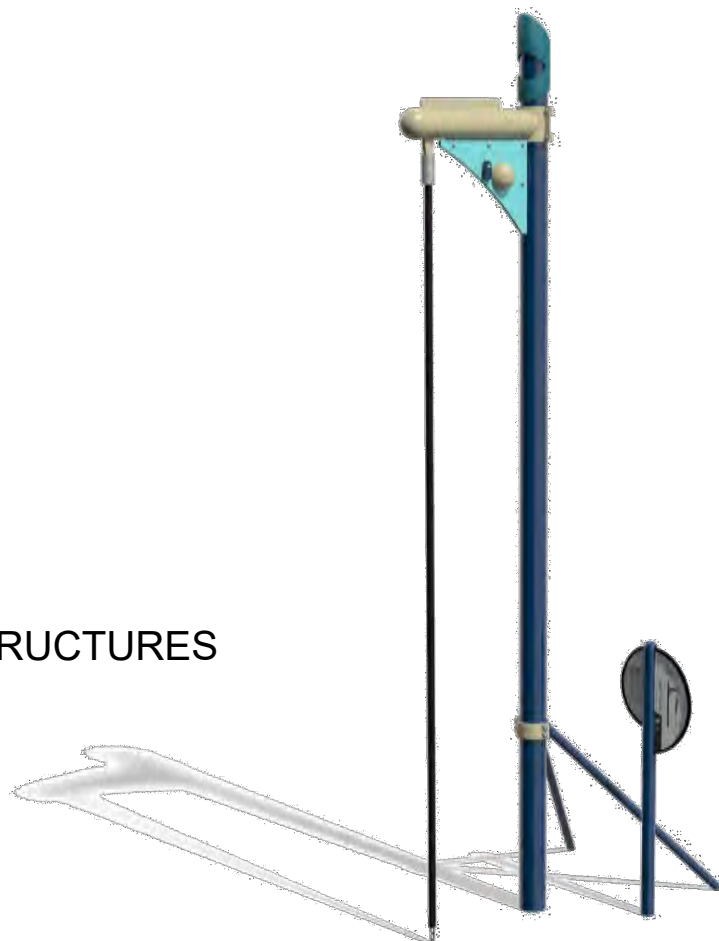
C ASSISTED ROW/PUSH UP BAR
SCALE: NTS



D PLYOMETRIC STEPS
SCALE: NTS



E AB CRUNCH/LEG LIFT BENCH
SCALE: NTS



F CLIMBING ROPE
SCALE: NTS

NOTES:
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MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
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L2.05

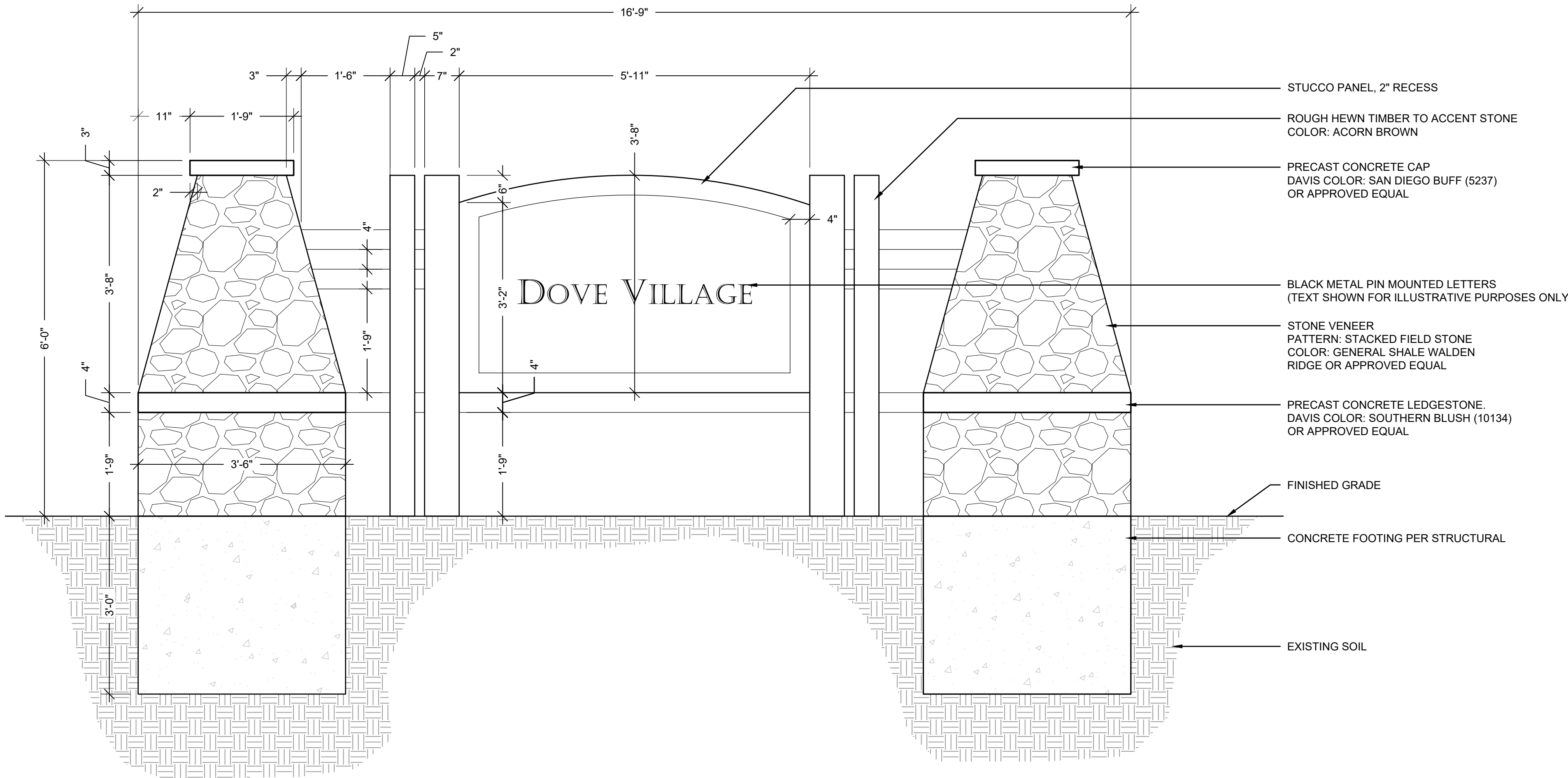
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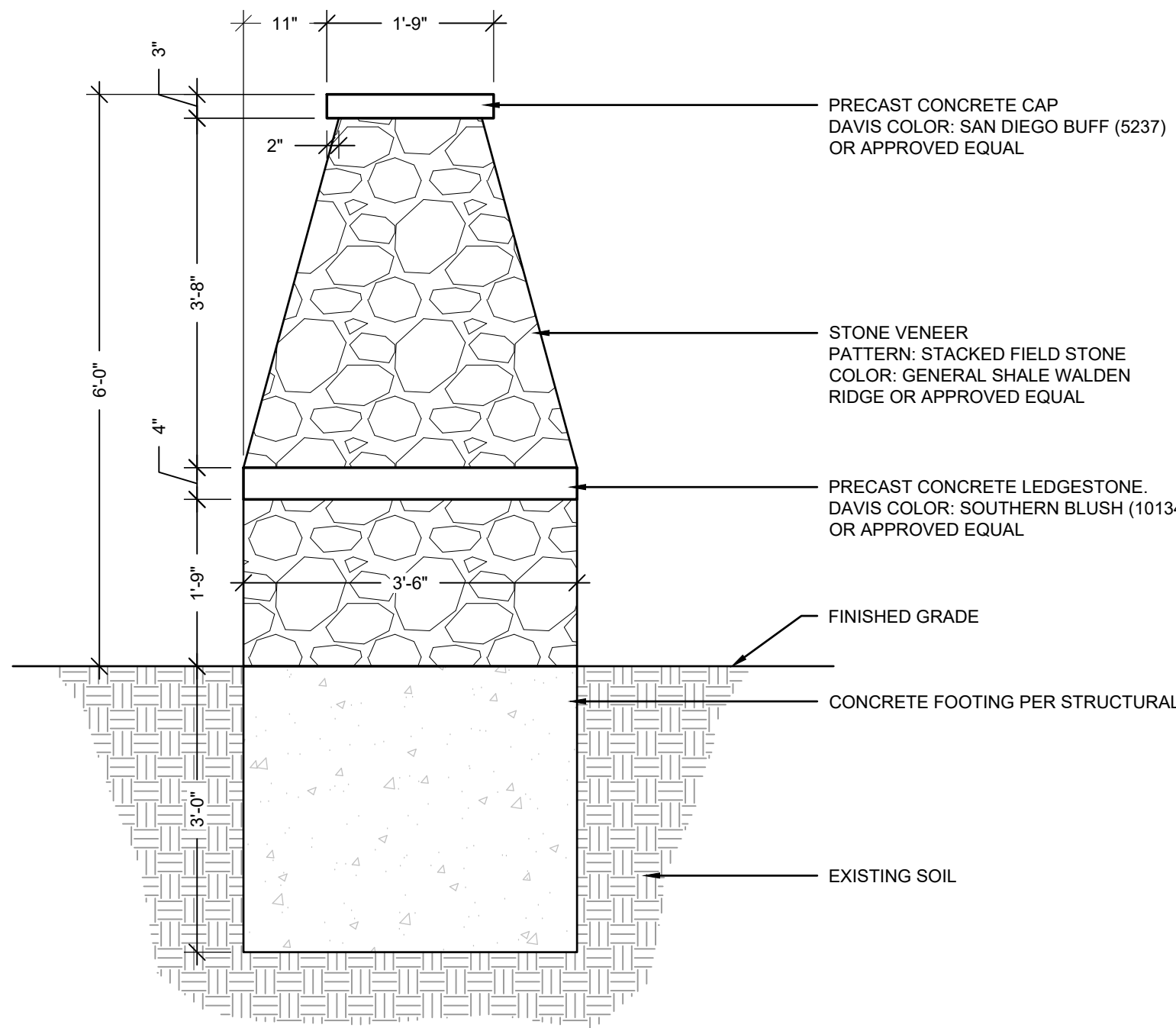
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38.9 ACRES, 238 RESIDENTIAL LOTS



A MONUMENT ENTRY SIGN - SECTION
SCALE: NTS



B MONUMENT ENTRY SIGN - SIDE SECTION
SCALE: NTS

- NOTES:
- 1) SIGN FABRICATOR TO SPECIFY LIGHTING OPTIONS THAT ADHERE TO TOWN OF PARKER CODE REGULATION.
 - 2) SIGN FABRICATOR SHALL PROVIDE FOOTING AND STRUCTURAL DETAILS.
 - 3) STRUCTURAL ENGINEERING SHALL BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.
 - 4) CONTRACTOR TO PROVIDE SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
 - 5) CONTRACTOR TO PROVIDE SAMPLES OF ALL COLORS/MATERIALS FOR FINAL APPROVAL, BY OWNER, PRIOR TO INSTALLATION.
 - 6) SIGNAGE LETTERING, FONT AND SIZE TO BE APPROVED BY OWNER PRIOR TO INSTALLATION.
 - 7) ALL ELEVATIONS SHOWN ARE GENERAL GUIDELINES AND ARE INTENDED TO SHOW DESIGN INTENT, FIELD ADJUST AS REQUIRED FOR CONTRACTABILITY.
 - 8) SIGNAGE IS NOT APPROVED AS PART OF THE SKETCH/PRELIMINARY PLAN AND WILL REQUIRE A SEPARATE SIGN PERMIT.

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
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MANHARD CONSULTING
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ENGLEWOOD, CO 80112
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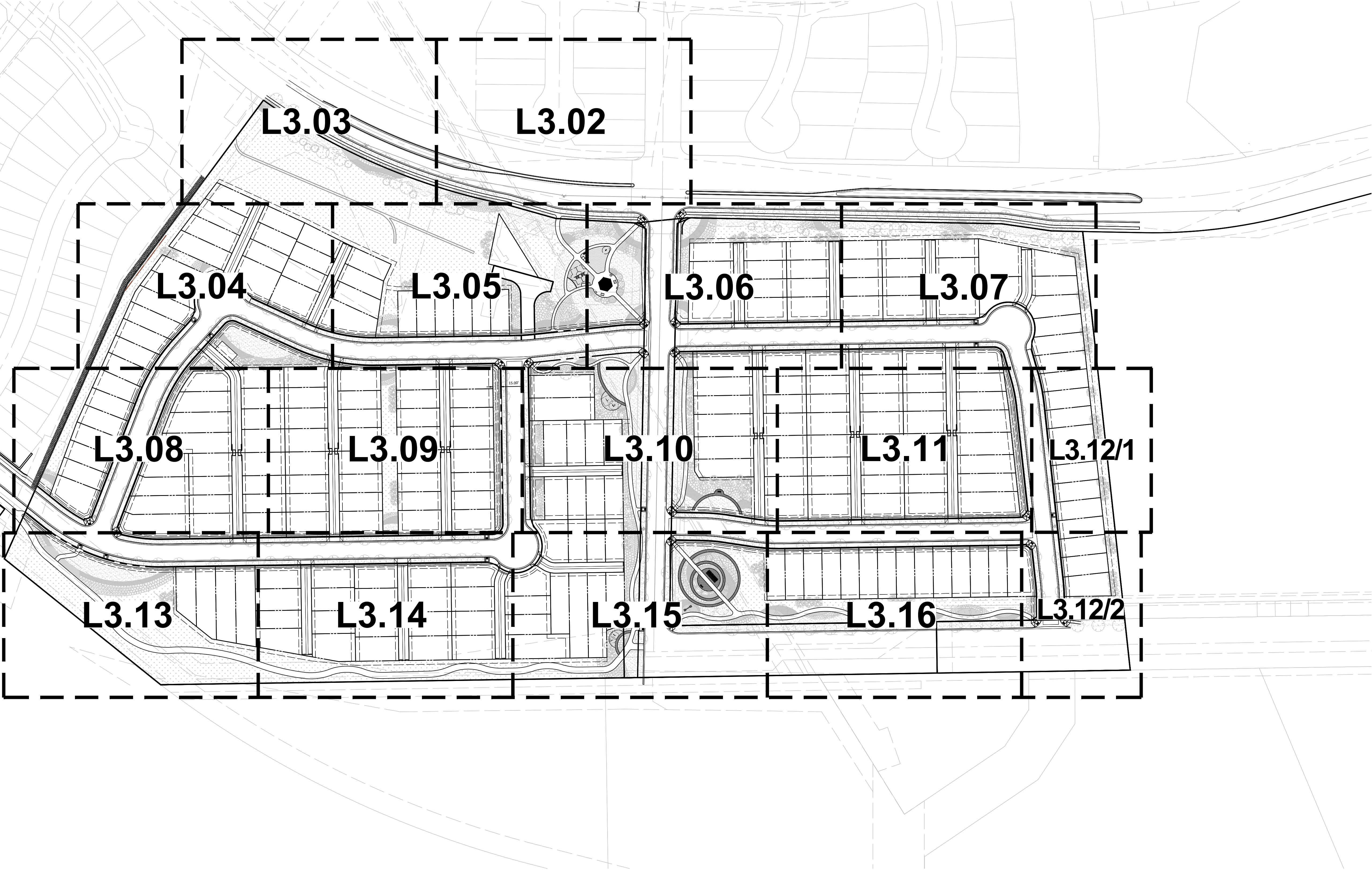
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SKETCH/PRELIMINARY & LANDSCAPE PLAN

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PARKER, CO
LANDSCAPE PLAN

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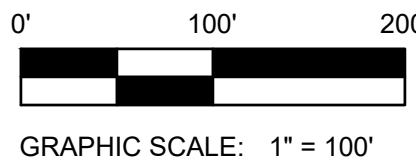
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TEXT	DATE
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2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L3.01

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COTTONWOOD HIGHLANDS FILING NO. 7

SKETCH/PRELIMINARY & LANDSCAPE PLAN

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38.9 ACRES, 238 RESIDENTIAL LOTS

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
- PLAY AREA
- TURF
- NATIVE SEED
- LANDSCAPE COBBLE
- PERENNIALS
- ORNAMENTAL GRASSES
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES

MATCHLINE - SEE SHEET L3.03

MATCHLINE - SEE SHEET L3.05

MATCHLINE - SEE SHEET L3.06

COTTONWOOD HIGHLANDS FILING NO. 4
(COTTONWOOD DRIVE)
NOT INCLUDED IN THIS PLAT

ARCHITECT / PLANNER



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T 303.734.1777 | F 303.734.1778
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MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
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OFFICE: (303) 708-0500
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PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

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CHECKED BY: NS

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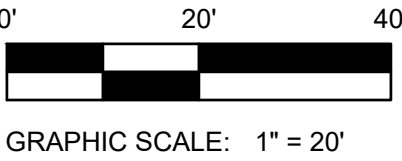
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38.9 ACRES, 238 RESIDENTIAL LOTS



ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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PARKER, CO
LANDSCAPE PLAN

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CHECKED BY: NS

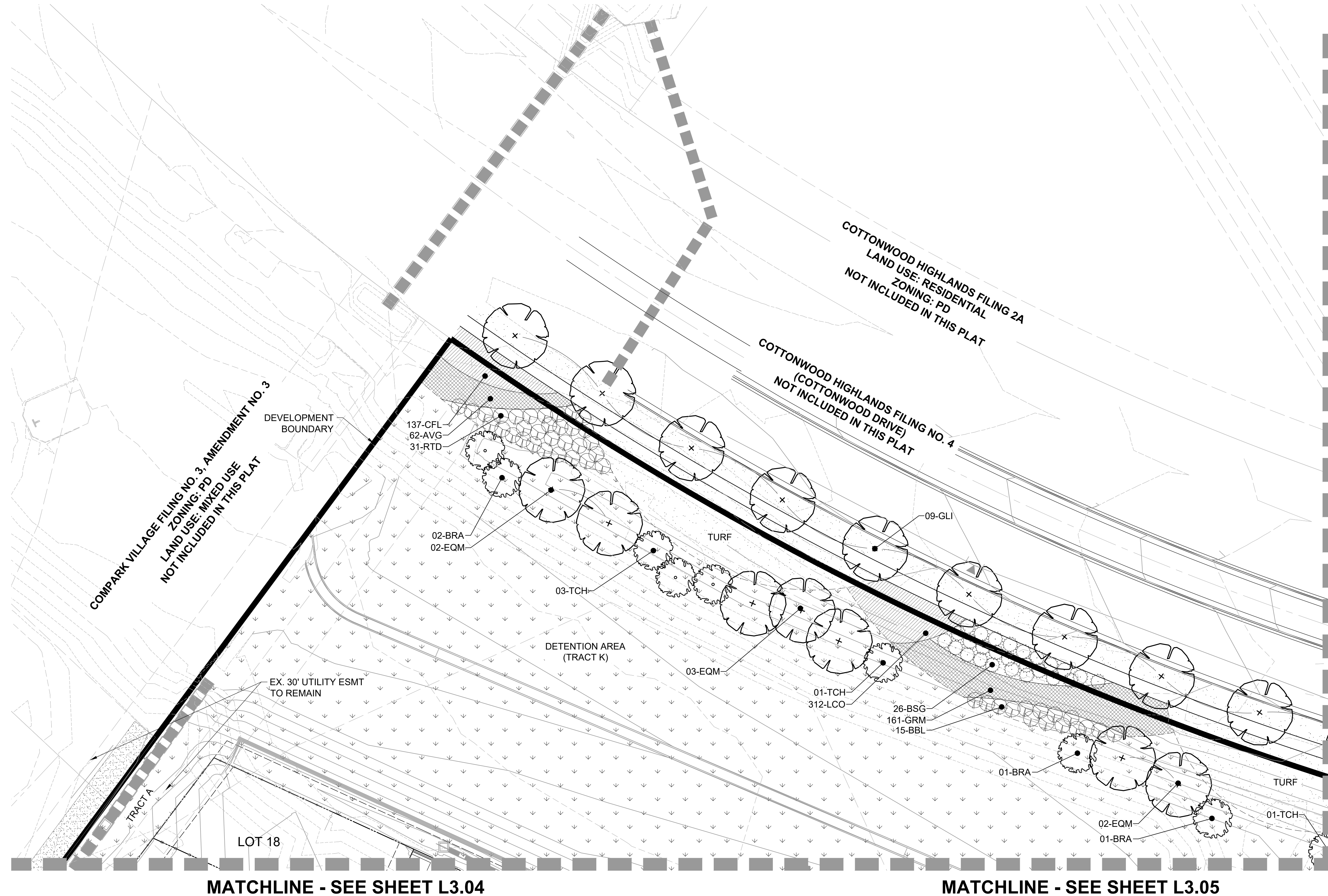
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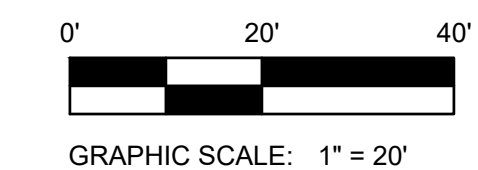
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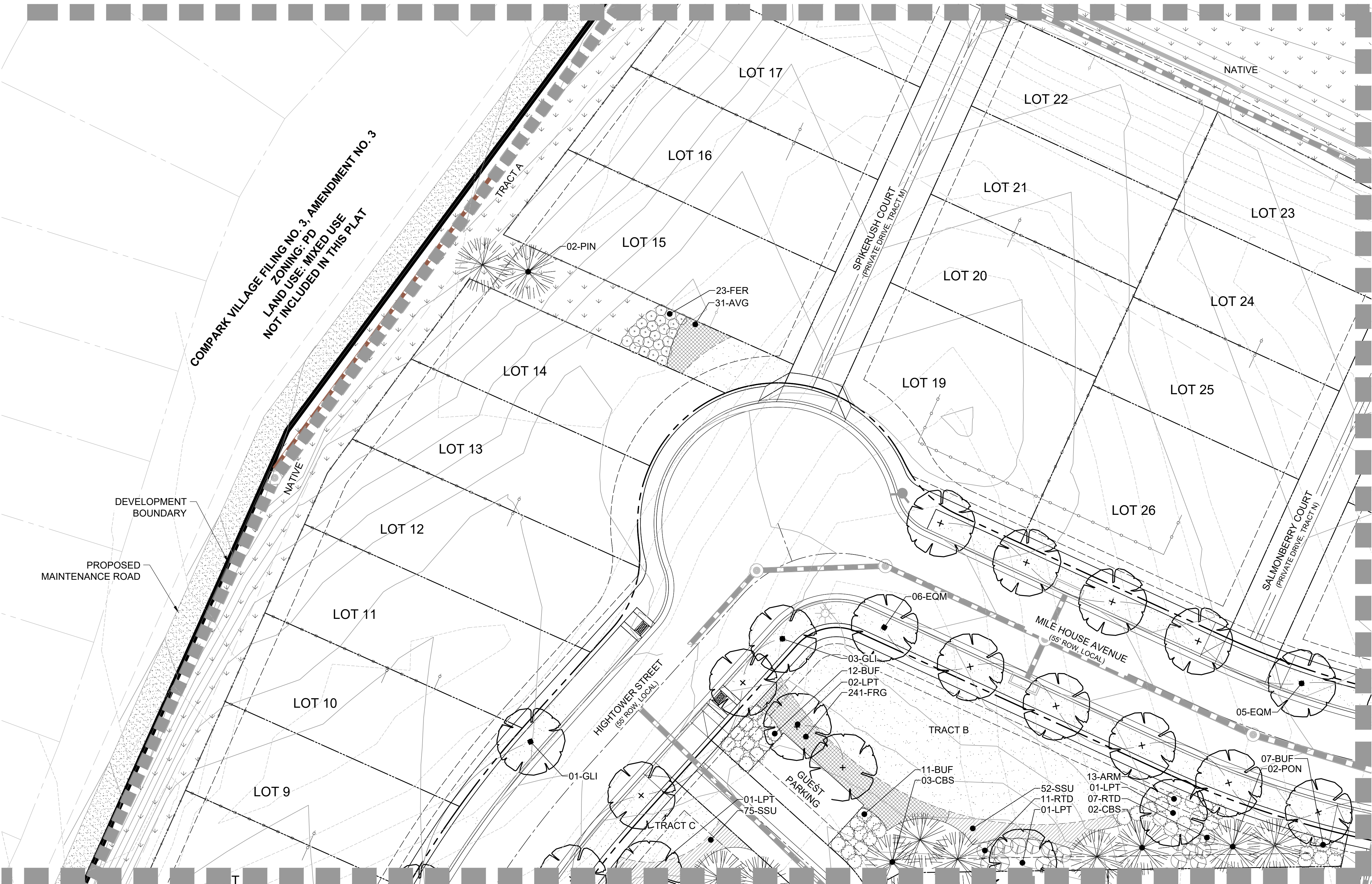
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.03



MATCHLINE - SEE SHEET L3.08

MATCHLINE - SEE SHEET L3.09

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
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MATCHLINE - SEE SHEET L3.05

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LAI
Design
Group
world wide
88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
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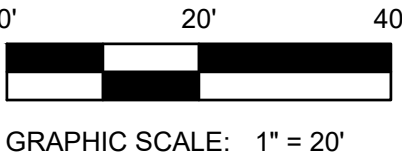
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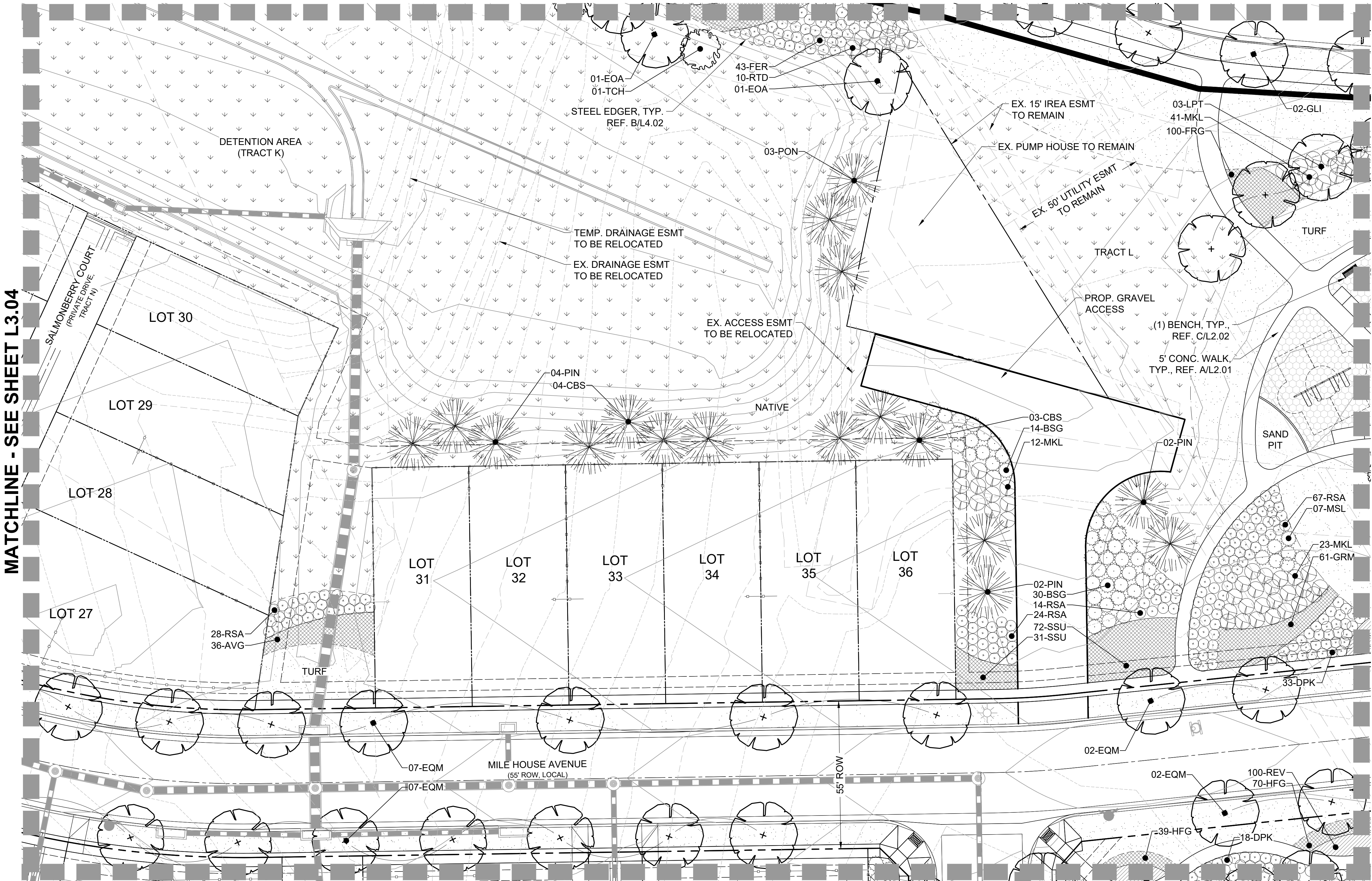
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MATCHLINE - SEE SHEET L3.03



MATCHLINE - SEE SHEET L3.09

MATCHLINE - SEE SHEET L3.10

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- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
- PLAY AREA
- TURF
- NATIVE SEED
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- ORNAMENTAL GRASSES
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- DECIDUOUS ORNAMENTAL TREE
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www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
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ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

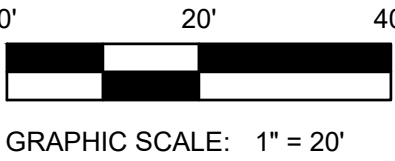
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2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

L3.05

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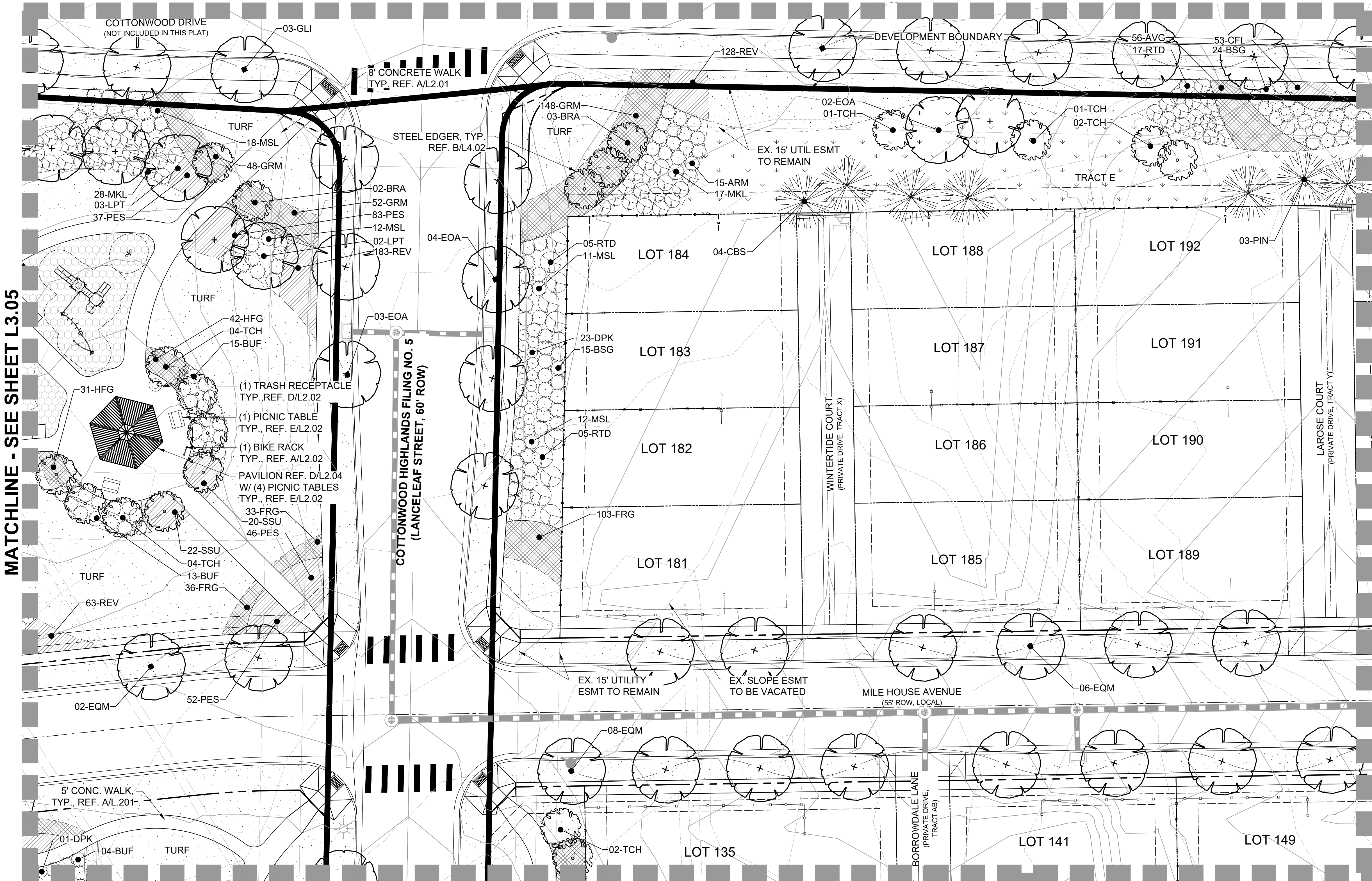
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COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.02



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
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LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
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ISSUE RECORD

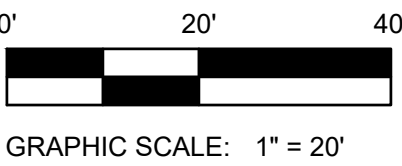
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L3.06

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38.9 ACRES, 238 RESIDENTIAL LOTS

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7600 E. ORCHARD RD., SUITE 350-S
GREENWOOD VILLAGE, CO 80111
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SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

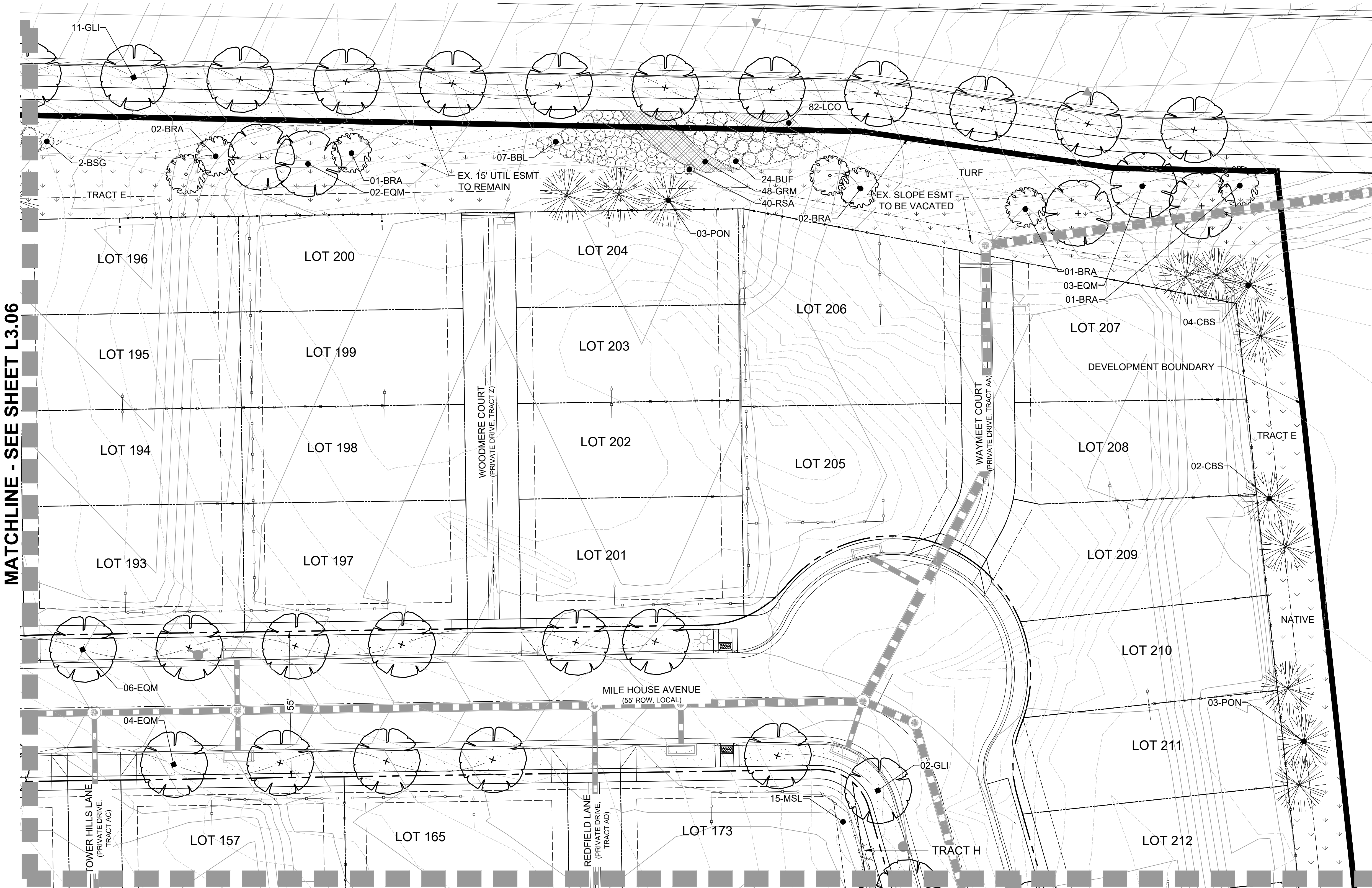
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L3.07

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LEGEND

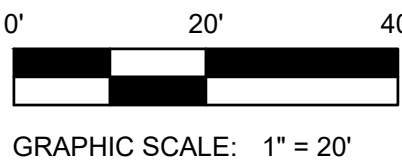
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- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
- PLAY AREA
- TURF
- NATIVE SEED
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- PERENNIALS
- ORNAMENTAL GRASSES
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES



MATCHLINE - SEE SHEET L3.06

MATCHLINE - SEE SHEET L3.11

MATCHLINE - SEE SHEET L3.12



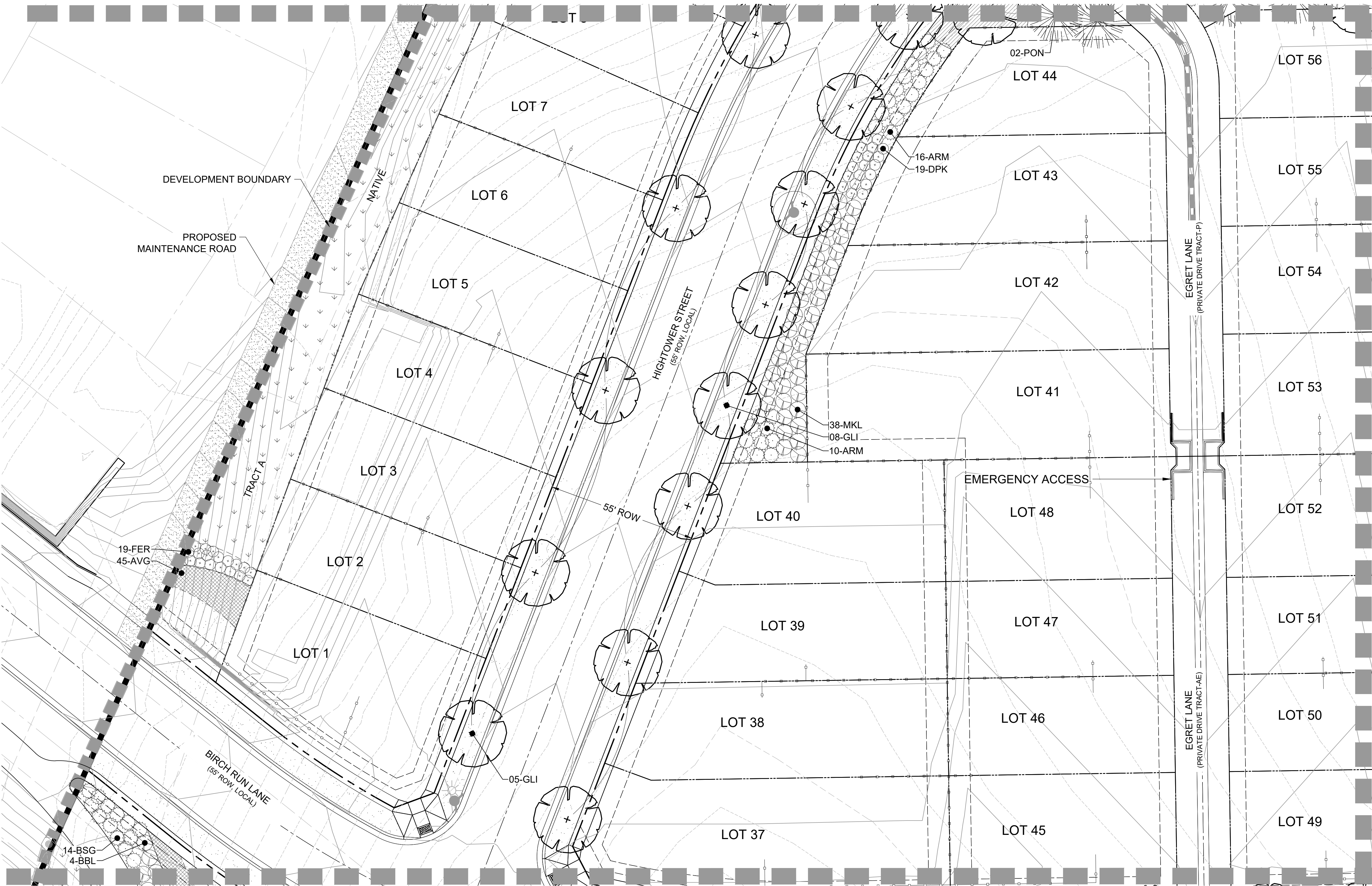
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MATCHLINE - SEE SHEET L3.04



MATCHLINE - SEE SHEET L3.13

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
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MATCHLINE - SEE SHEET L3.09

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ENGINEER

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SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

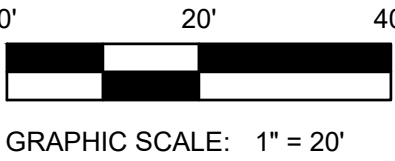
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3rd Submittal	5/24/2019

SHEET NUMBER

L3.08

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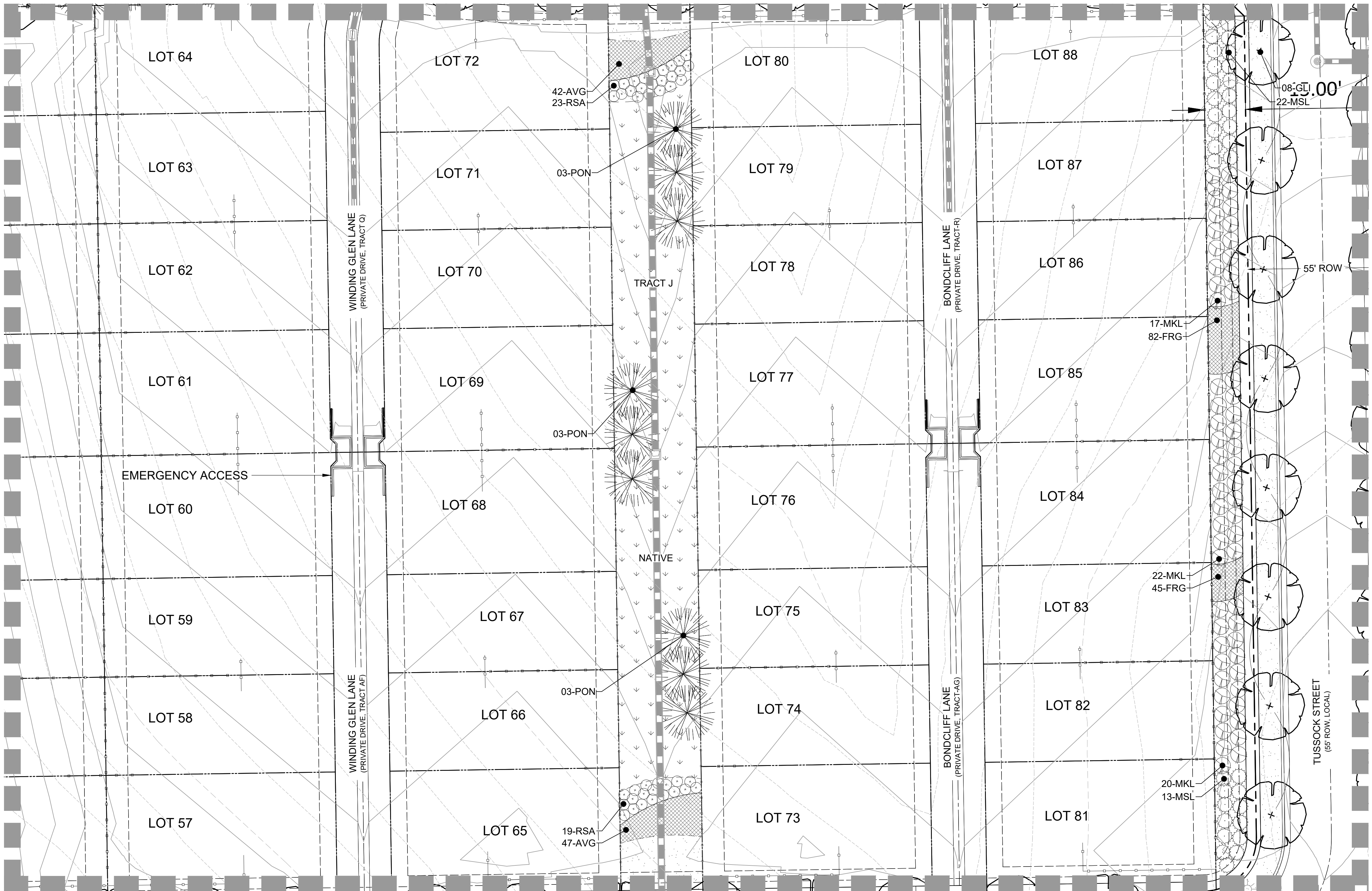


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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.04

MATCHLINE - SEE SHEET L3.05

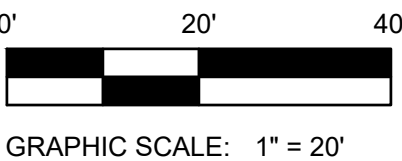


MATCHLINE - SEE SHEET L3.14

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
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- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES

MATCHLINE - SEE SHEET L3.10



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LAI
Design
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Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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MANHARD CONSULTING
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SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

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DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
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SHEET NUMBER

L3.09
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.05

MATCHLINE - SEE SHEET L3.06

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
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- ORNAMENTAL GRASSES
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES

MATCHLINE - SEE SHEET L3.09

MATCHLINE - SEE SHEET L3.11

MATCHLINE - SEE SHEET L3.15

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PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

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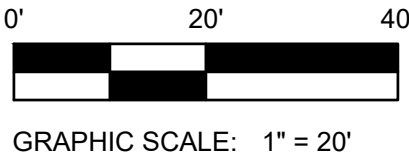
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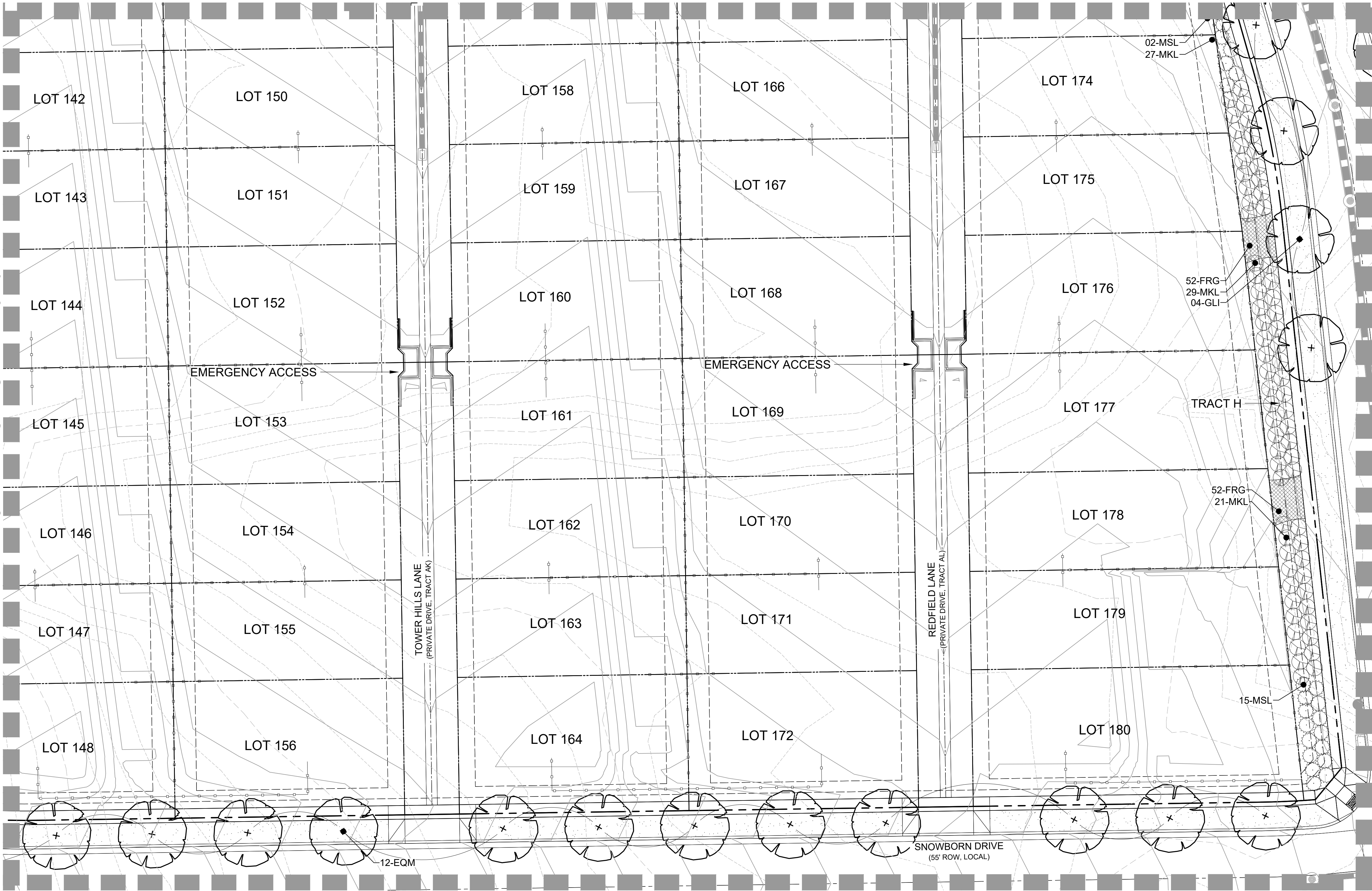
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.06

MATCHLINE - SEE SHEET L3.07

MATCHLINE - SEE SHEET L3.10

MATCHLINE - SEE SHEET L3.12



MATCHLINE - SEE SHEET L3.16

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
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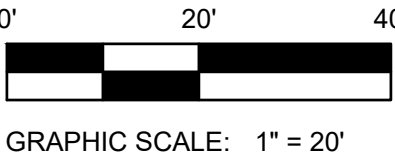
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L3.11

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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.07

MATCHLINE - SEE SHEET L3.12

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
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- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES

MATCHLINE - SEE SHEET L3.11

MATCHLINE - SEE SHEET L3.16

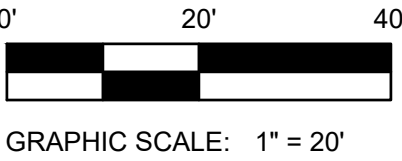
MATCHLINE - SEE SHEET L3.12

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(PARKERHOUSE ROAD)

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1 LANDSCAPE PLAN
SCALE: 1:20

2 LANDSCAPE PLAN
SCALE: 1:20



ARCHITECT / PLANNER

LAI
Design
Group
world wide
88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
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2nd Submittal	3/19/2019
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SHEET NUMBER

L3.12
30 OF 56

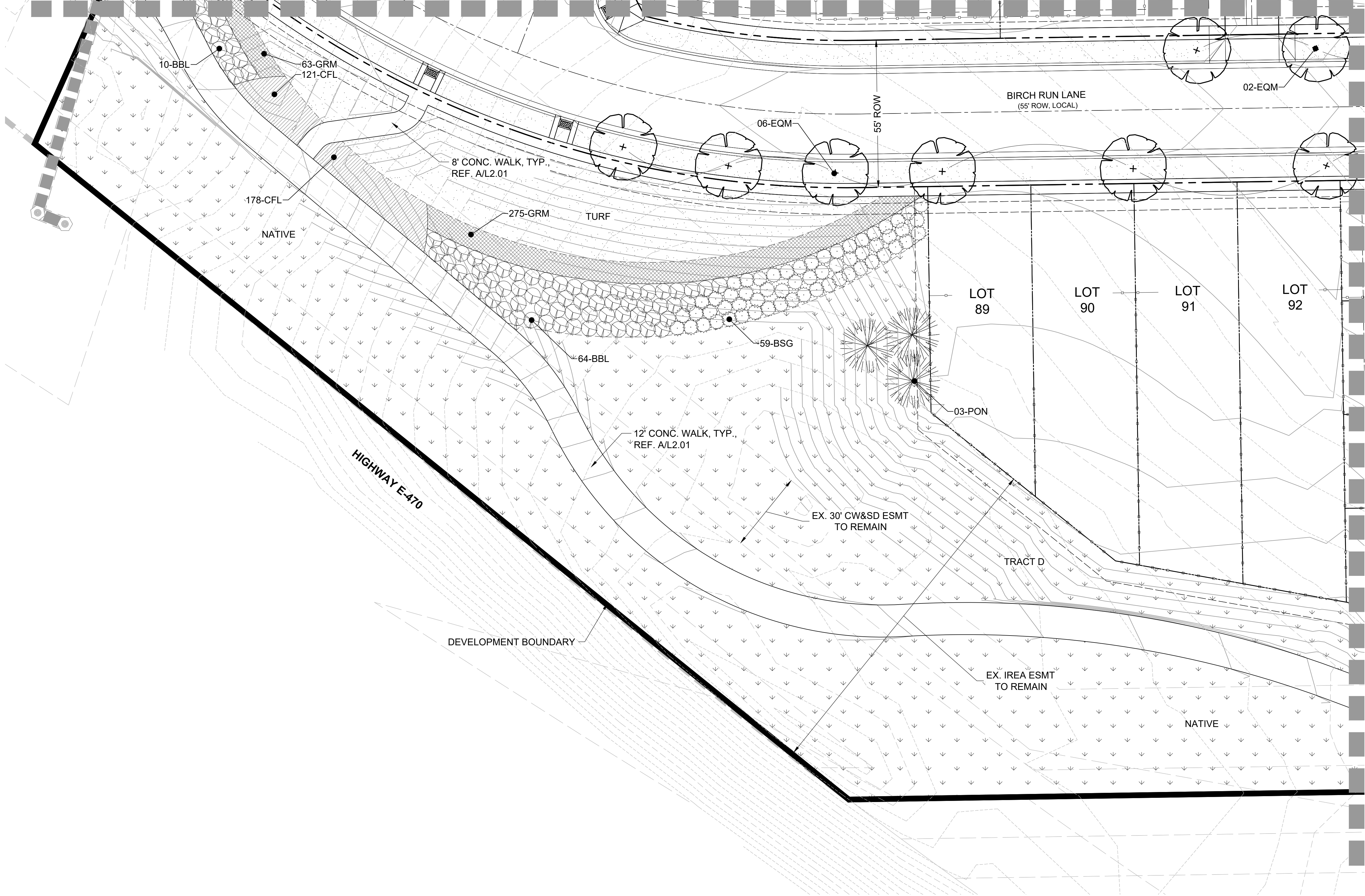
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TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.08



MATCHLINE - SEE SHEET L3.14

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
- PLAY AREA
- TURF
- NATIVE SEED
- LANDSCAPE COBBLE
- PERENNIALS
- ORNAMENTAL GRASSES
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- DECIDUOUS ORNAMENTAL TREE
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SKETCH/PRELIMINARY & LANDSCAPE PLAN

PARKER, CO

LANDSCAPE PLAN

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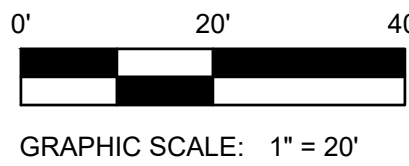
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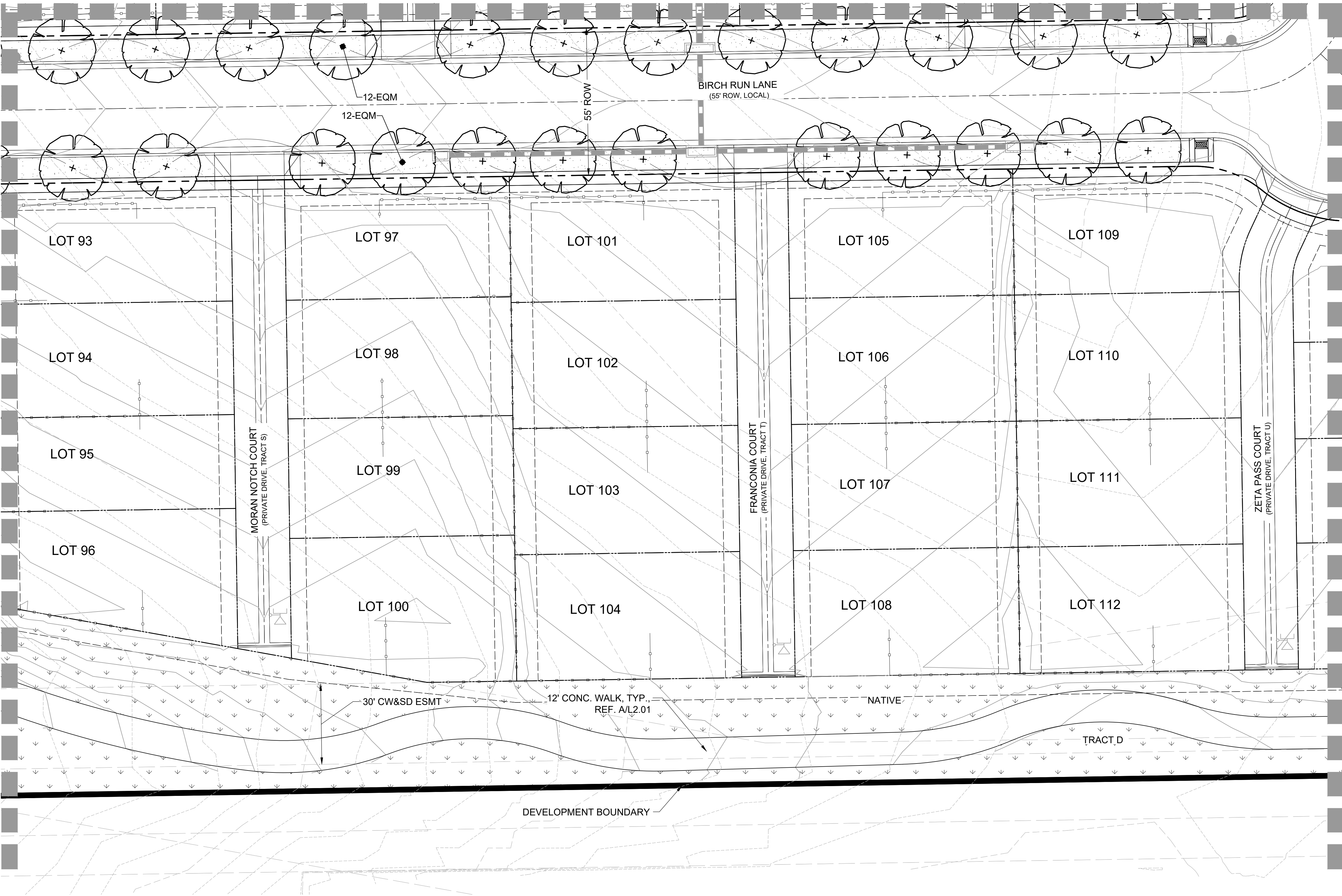
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COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.09



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PARKER, CO
LANDSCAPE PLAN

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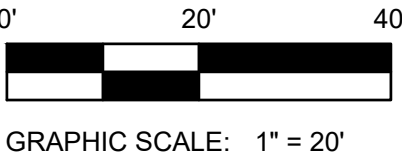
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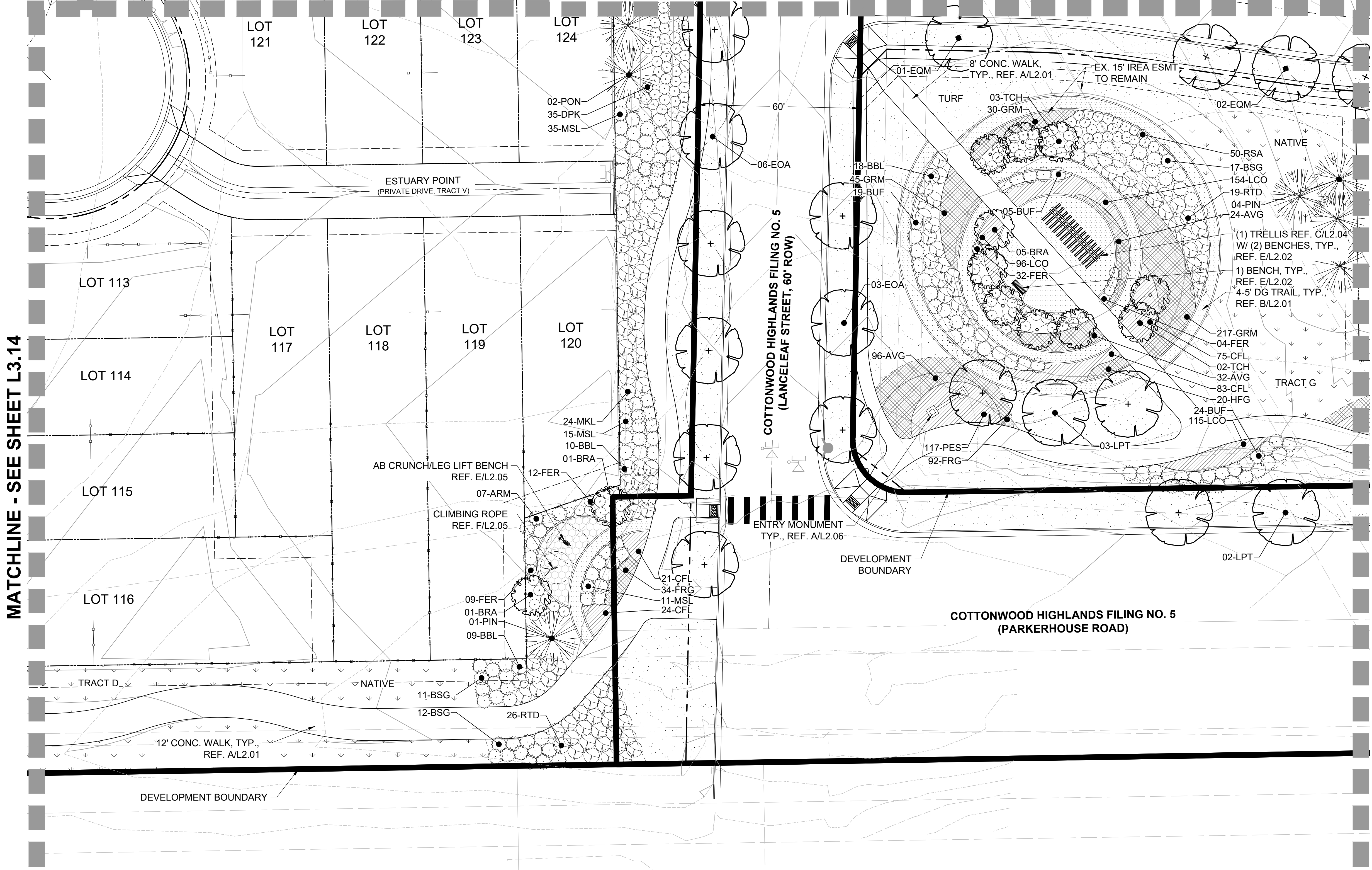
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.10



MATCHLINE - SEE SHEET L3.14

MATCHLINE - SEE SHEET L3.16

LEGEND

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PARKER, CO
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0' 20' 40'
GRAPHIC SCALE: 1" = 20'

NORTH

811
Know what's below.
Call before you dig.

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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET L3.11

MATCHLINE - SEE SHEET L3.15

MATCHLINE - SEE SHEET L3.12

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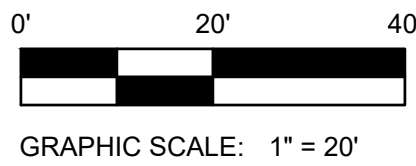
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38.9 ACRES, 238 RESIDENTIAL LOTS

PLANTING SCHEDULE

SYM	QTY	COMMON NAME	BOTANICAL NAME	MATURE HT/SPRD	SIZE	MOISTURE
DECIDUOUS TREES						
EQM	129	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'	50'/40'	2"	MED
LPT	32	LONDON PLANETREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	60'/35'	2"	MED
EOA	42	ENGLISH OAK	QUERCUS ROBUR	50'/40'	2"	X
GLI	86	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	40'/30'	2"	MED
ORNAMENTAL TREES						
TCH	27	COCKSPUR HAWTHORN	CRATAEGUS CRUS-GALLI 'INERMIS'	20'/15'	2"	X
BRA	30	BRANDYWINE CRABAPPLE	MALUS 'BRANDYWINE'	25'/20'	2"	LOW
EVERGREEN TREES						
CBS	34	COLORADO BLUE SPRUCE	PICEA PUNGENS	30'/10'	6'	MED
PIN	27	PINYON PINE	PINUS EDULIS	50'/20'	6'	X
PON	43	PONDEROSA PINE	PINUS PONDEROSA	40'/25'	6'	X
DECIDUOUS SHRUBS						
BBL	144	BUTTERFLY BUSH	BUDDLEIA DAVIDII	5'/5'	18-24"	MED
FER	204	FERNBUSH	CHAMAEBATIARA MILLEFOLIUM	4'/4'	12-15"	X
RTD	182	RED TWIG DOGWOOD	CORNUS SERICEA 'BAILEY'	8'/8'	5'	MED
RSA	336	RUSSIAN SAGE	PEROVSKIA ARTIPLICIFOLIA	4'/4'	18-24"	X
DPK	227	DOUBLE PINK KNOCKOUT ROSE	ROSA 'RADTKOPINK'	4'/4'	#5	MED
MKL	443	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	5'/5'	15-18"	X
EVERGREEN SHRUBS						
BSG	336	SPANISH GOLD BROOM	CYTISUS PURGANS 'SPANISH GOLD'	4'/6'	#5	X
ARM	177	ARMSTRONG JUNIPER	JUNIPERUS CHINENSIS 'ARMSTRONGII'	4'/4'	#5	X
BUF	154	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	1'/6'	#5	X
MSL	246	DWARF MOUNTAIN PINE	PINUS MUGO 'SLOWMOUND'	3'/4'	#5	X
GRASSES						
FRG	870	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	5'/2'	#1	LOW
AVG	749	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	3'/3'	#1	X
GRM	1576	REGAL MIST GULF MUHLY	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	2.5'/2.5'	#1	X
HFG	471	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1'/1'	#1	X
PERENNIALS						
REV	781	RED VALERIAN	CENTRANTHUS RUBER	3'/2'	#1	X
SSU	272	SNOW-IN-SUMMER	CERASTIUM TOMETOSUM	8"/3'	#1	X
CFL	1247	PURPLE CONEFLOWER	ECHINACEA PURPUREA	3'/2'	#1	X
PES	494	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	3'/2'	#1	X
LCO	1160	LAVENDER COTTON	SANTOLINA CHAMAECYPARISUS	1.5'/1.5'	#1	X

TOWN OF PARKER NATIVE SEED MIX 2

22% SLENDER WHEATGRASS
18% SODAR STREAMBANK WHEATGRASS
13% ARIZONA FESCUE
13% BLUE GRAMA
12% BUFFALOGRASS
12% BARLEY OR OATS
5% SPIKE MUHLY
5% INDIAN RICEGRASS

LANDSCAPE TABLE

TYPE	AREA (SF)	% OF TOTAL
TURF	174,468.9	34%
NATIVE SEED	238,713.4	47%
ROCK MULCH	65,146.6	13%
WOOD MULCH	31,240.2	6%
TOTAL:	509,569.1	100%

LANDSCAPE NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING. IT IS FURTHER RECOMMENDED THE CONTRACTOR TEST SOILS TO ENSURE NO CONTAMINATION IS PRESENT.
- PLANTING SCHEDULE QUANTITIES ARE FOR CONTRACTOR CONVENIENCE ONLY. WHERE CONFLICT OCCURS, THE QUANTITIES SHOWN ON PLAN SHALL PREVAIL.
- ALL TREES, SHRUBS, PERENNIALS, SOD, AND/OR SEED AREAS SHALL BE GUARANTEED TO REMAIN ALIVE AND HEALTHY FOR A 12-MONTH PERIOD AFTER INITIAL ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED AN ADDITIONAL 12-MONTHS UNTIL FINAL ACCEPTANCE. ALL REPLACEMENT COSTS SHALL BE BORN BY THE CONTRACTOR.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL UTILITIES AND STRUCTURES PRIOR TO AND DURING WORK. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE OWNER. ALL TREE AND SHRUB TAGS SHALL REMAIN ON THE PLANTS UNTIL THE TIME OF FINAL ACCEPTANCE.
- CONTRACTOR SHALL OBTAIN A LABORATORY TOPSOIL ANALYSIS REPORT TO PROVIDE ANALYSIS OF SOIL FERTILITY AND RECOMMENDATIONS FOR SOIL AMENDMENTS, FERTILIZER PRODUCTS AND APPLICATION RATES FOR TURF AREAS, TREES, SHRUBS AND PERENNIALS.
- ALL TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 6" AND STOCKPILED PRIOR TO CONSTRUCTION. FOLLOWING ROUGH GRADING, TOPSOIL SHALL BE CLEARED OF DEBRIS AND REDISTRIBUTED IN ALL LANDSCAPE AREAS.
- ALL TOPSOIL SHALL BE AMENDED WITH COMPOST AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA OR PER RECOMMENDATIONS OF TOPSOIL ANALYSIS. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL USING TILLER OR RIPPER TEETH EQUIPMENT IN SEED AND SOD AREAS. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OR PER TOPSOIL ANALYSIS, ROTOTILLED TO A MIN. DEPTH OF 8".
- DECIDUOUS TREES SHALL NOT BE PLANTED CLOSER THAN 6 FEET TO STREET BACK OF CURB, AND CONIFEROUS TREES NO CLOSER THAN 8 FEET TO PUBLIC STREET IMPROVEMENTS (IE: SIDEWALKS, CURB, ETC.). ALL TREES SHALL NOT BE PLANTED CLOSER THAN 15' TO ANY STORM PIPE, WATER LINES, OR SEWER LINE. NO TREES SHALL BE PLANTED IN DRY UTILITY EASEMENTS.
- ALL SHRUB BED AREAS SHALL BE EDGED WITH 6" DURA-EDGE STEEL LANDSCAPE EDGER (12 GAUGE, DARK GREEN) UNLESS OTHERWISE INDICATED. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS.
- CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER FABRIC AND MULCH HAVE BEEN INSTALLED.
- ALL TREE RINGS IN TURF (36" DIA.) AND ORNAMENTAL GRASS OR PERENNIAL PLANTINGS IN SHRUB BEDS SHALL BE MULCHED WITH DOUBLE-SHREDDED CEDAR MULCH (FRONT-RANGE MATERIALS, LANDSCAPE MULCH #16-643 OR APPROVED EQUAL) TO A MINIMUM DEPTH OF 4-INCHES UNLESS OTHERWISE INDICATED ON THE PLANS. COBBLE MULCH SHALL BE PROVIDED ELSEWHERE AND BE MULTI-COLORED WASHED RIVER ROCK/COBBLE, WITH A BLEND OF 50% AREA COVERED WITH 1"-2" DIAMETER AND 50% AREA COVERED WITH 2"-6" DIAMETER WHERE SHOWN ON PLANS. ALL MULCHED AREAS SHALL BE INSTALLED WITH COMMERCIAL GRADE WEED BARRIER FABRIC PINNED IN PLACE.
- TREE WRAPPING MATERIAL SHALL BE FOUR INCHES WIDE, BITUMINOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING. TREES SHALL BE WRAPPED BETWEEN OCTOBER 15 AND NOVEMBER 1 OF THE YEAR THEY ARE PLANTED. NO TREE WRAPPING SHALL BE PERMITTED UNTIL A LICENSED LANDSCAPE CONTRACTOR OR CERTIFIED ARBORIST HAS INSPECTED THE TREE. IT IS THE DUTY OF CONTRACTOR TO WRAP DECIDUOUS TREES DURING THE ONE-YEAR WARRANTY PERIOD.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
- ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK".
- ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL, BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
- THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR DELAYS, PERSONAL INJURIES, PLANT MORTALITY, OR PROPERTY DAMAGE RESULTING FROM OR ASSOCIATED WITH THE IMPLEMENTATION OF THIS PLAN.
- NO TREES/STRUCTURES SHALL BE LOCATED WITHIN UTILITY EASEMENTS OR WITHIN 15' OF ANY PARKER UTILITIES' MAINLINES.
- PERMANENT IRRIGATION TO BE PROVIDED TO ESTABLISH NATIVE AREA PLANT MATERIAL AND WATER DURING DRY PERIODS.
- SHRUBS BEDS WITHIN NATIVE AREAS SHALL BE MULCHED TO DELINEATE BETWEEN NATIVE GRASS AND SHRUB BED AND ASSIST WITH MAINTENANCE.

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
PLANTING SCHEDULE & NOTES

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
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3rd Submittal	5/24/2019

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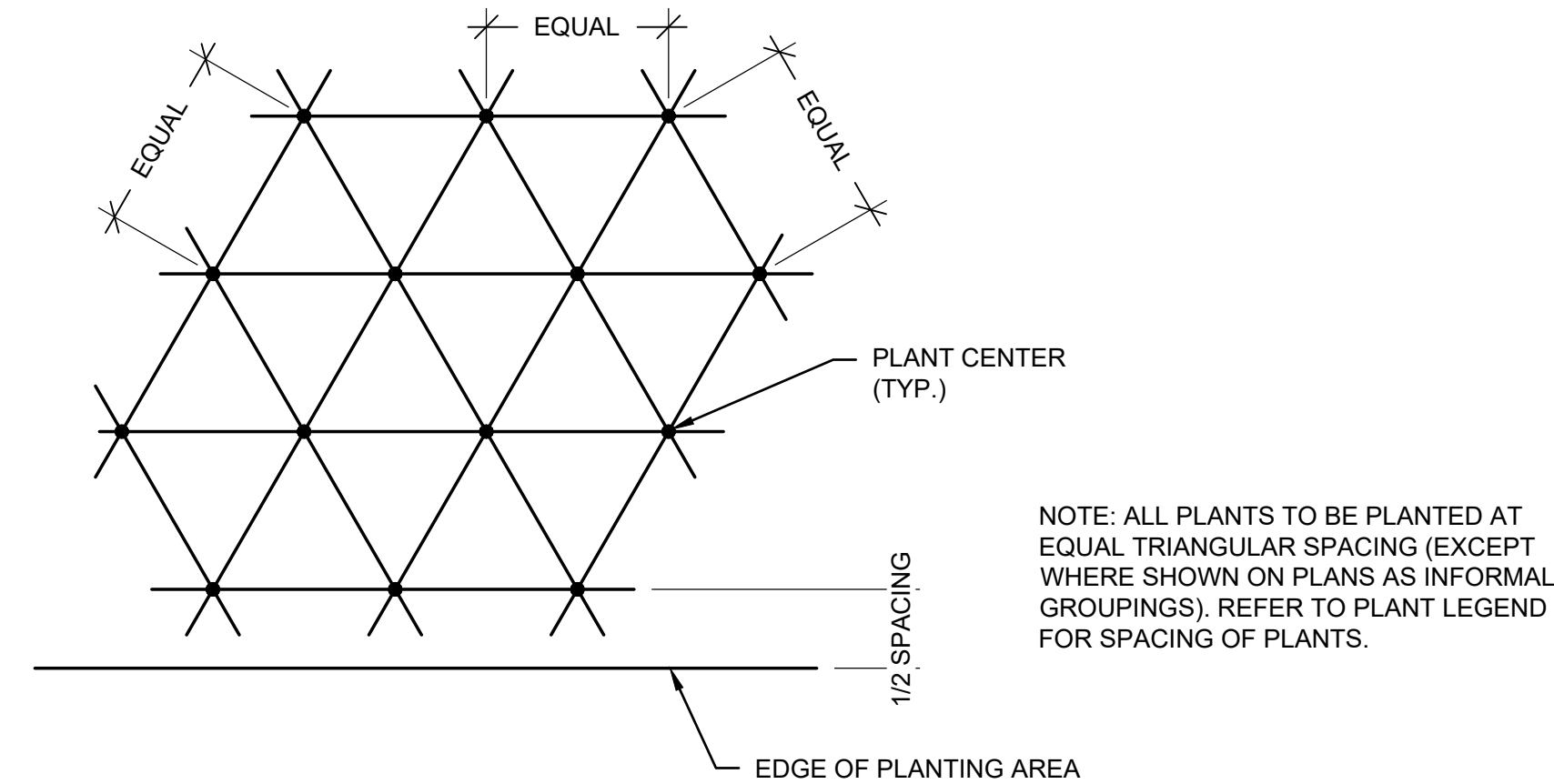
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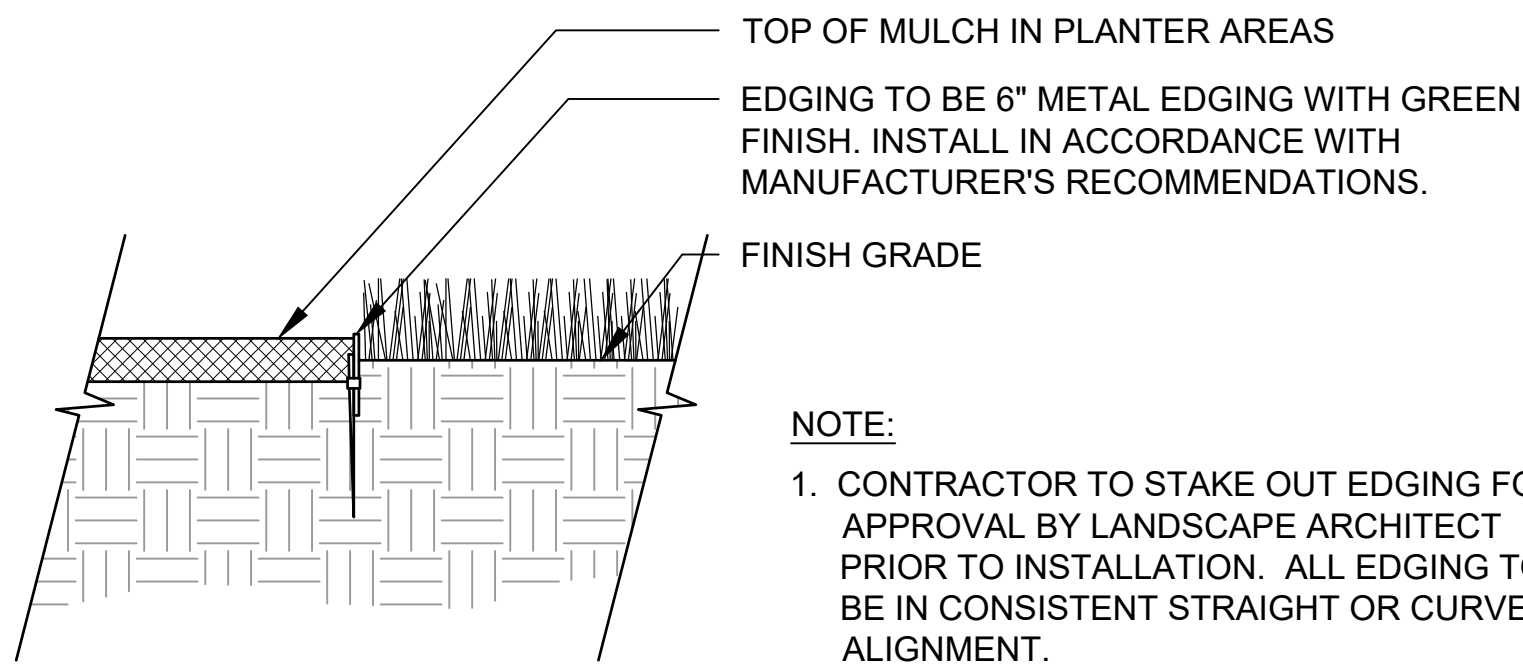
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38.9 ACRES, 238 RESIDENTIAL LOTS

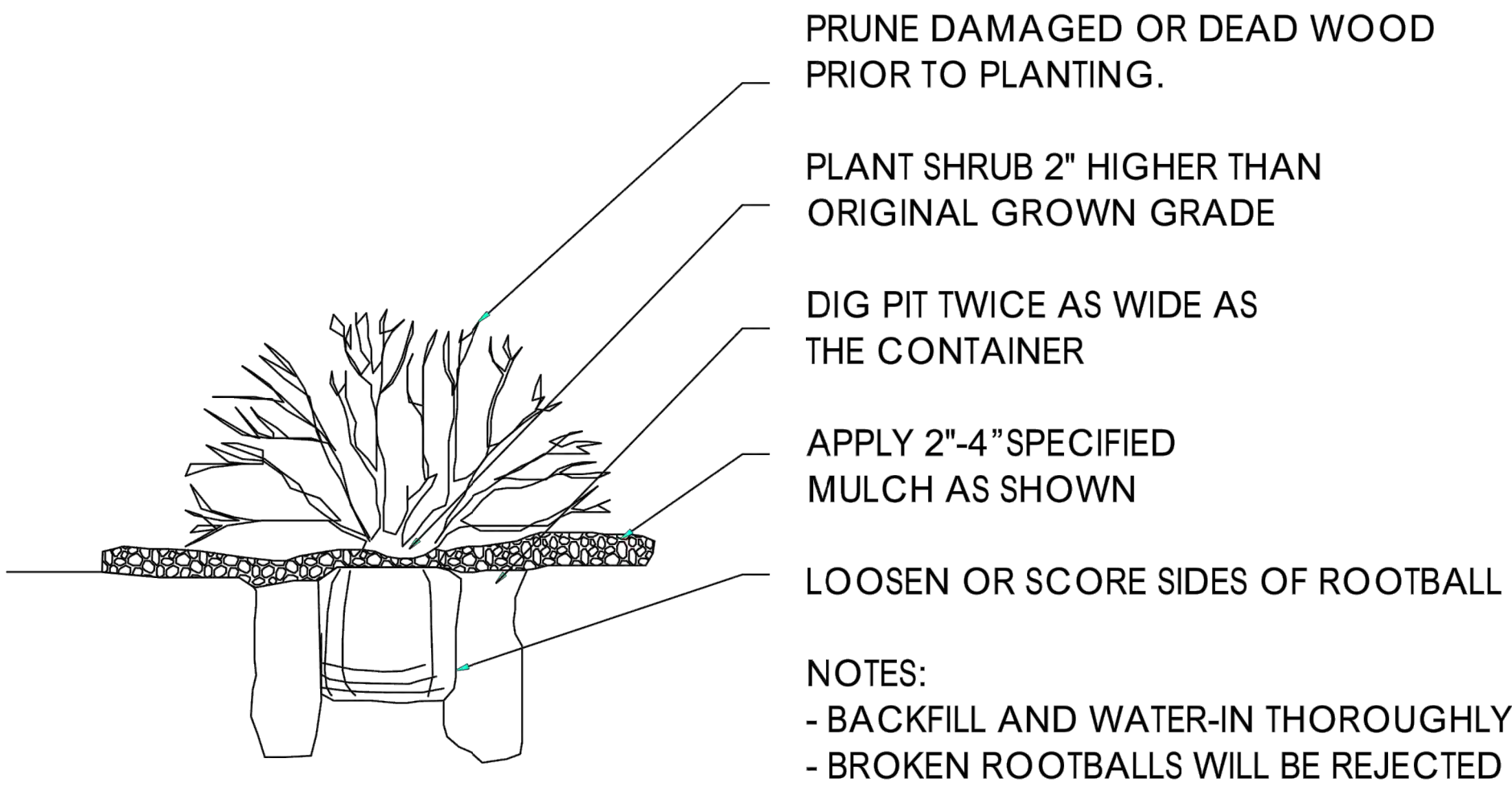
PLANTING DETAILS



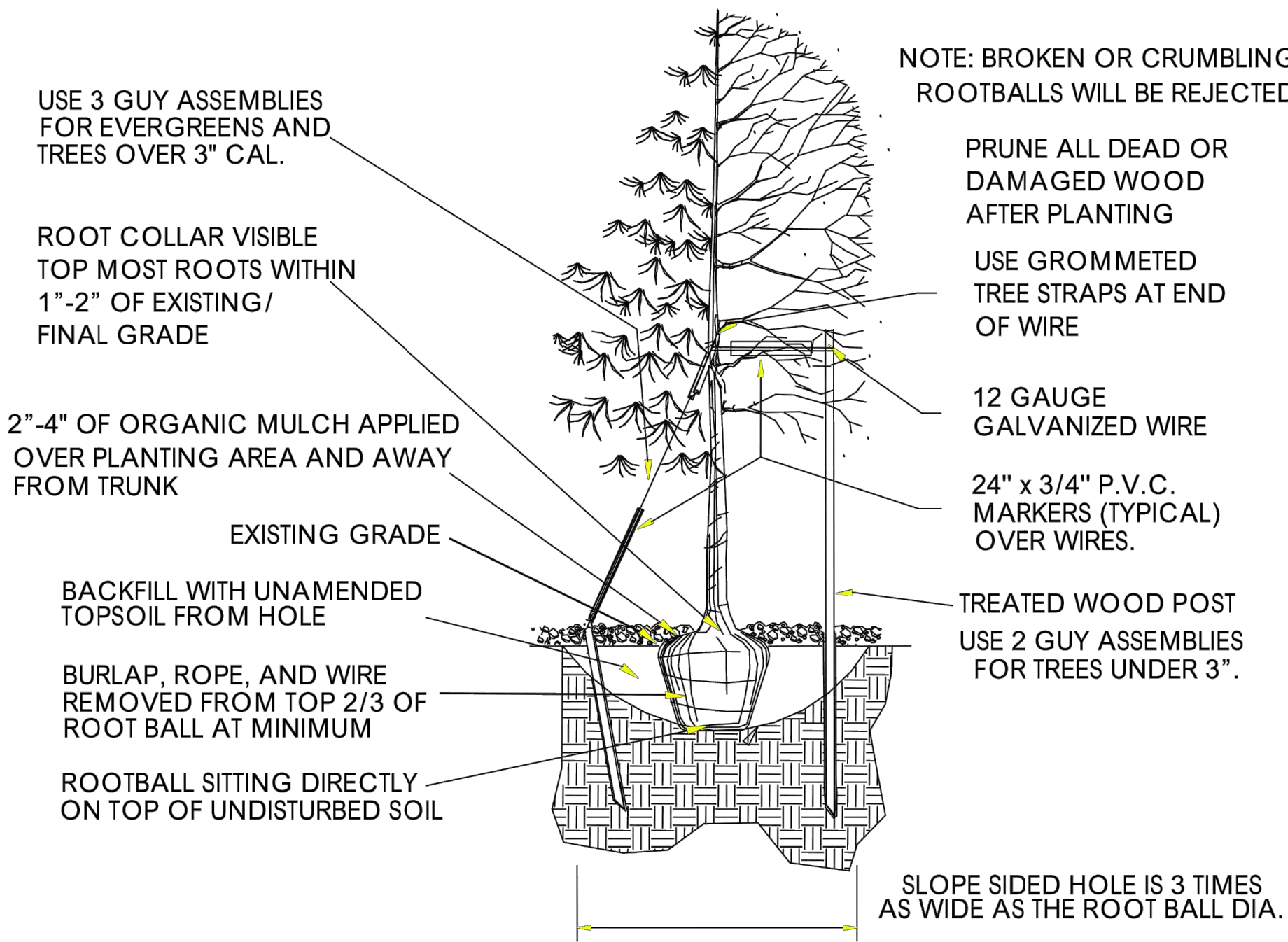
A PLANT SPACING DETAIL
SCALE: NTS



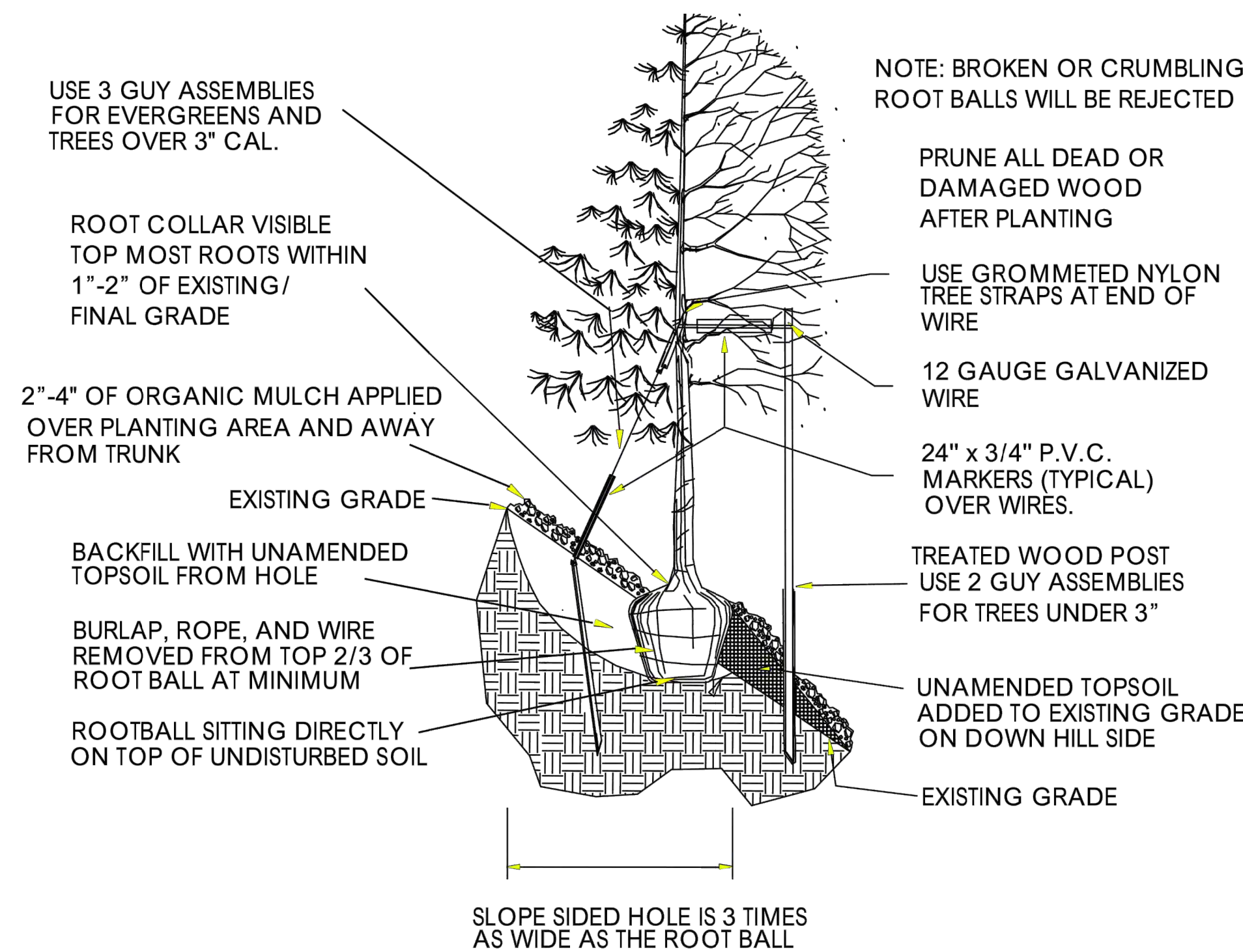
B STEEL EDGING DETAIL (TYP.)
SCALE: NTS



C TOWN OF PARKER SHRUB PLANTING DETAIL (TYP.)
SCALE: NTS



D TOWN OF PARKER TREE PLANTING DETAIL (TYP.)
SCALE: NTS



E TOWN OF PARKER TREE ON SLOPE PLANTING DETAIL (TYP.)
SCALE: NTS

TREE PLANTING NOTES

- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSENEED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING ON SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
- TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
- WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL.
- FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
- STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS, OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
- TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
- RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOTBALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

ARCHITECT / PLANNER



ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
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ENGLEWOOD, CO 80112
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
PLANTING DETAILS

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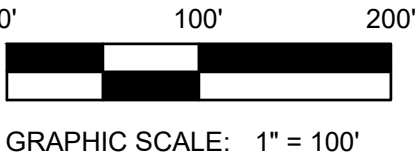
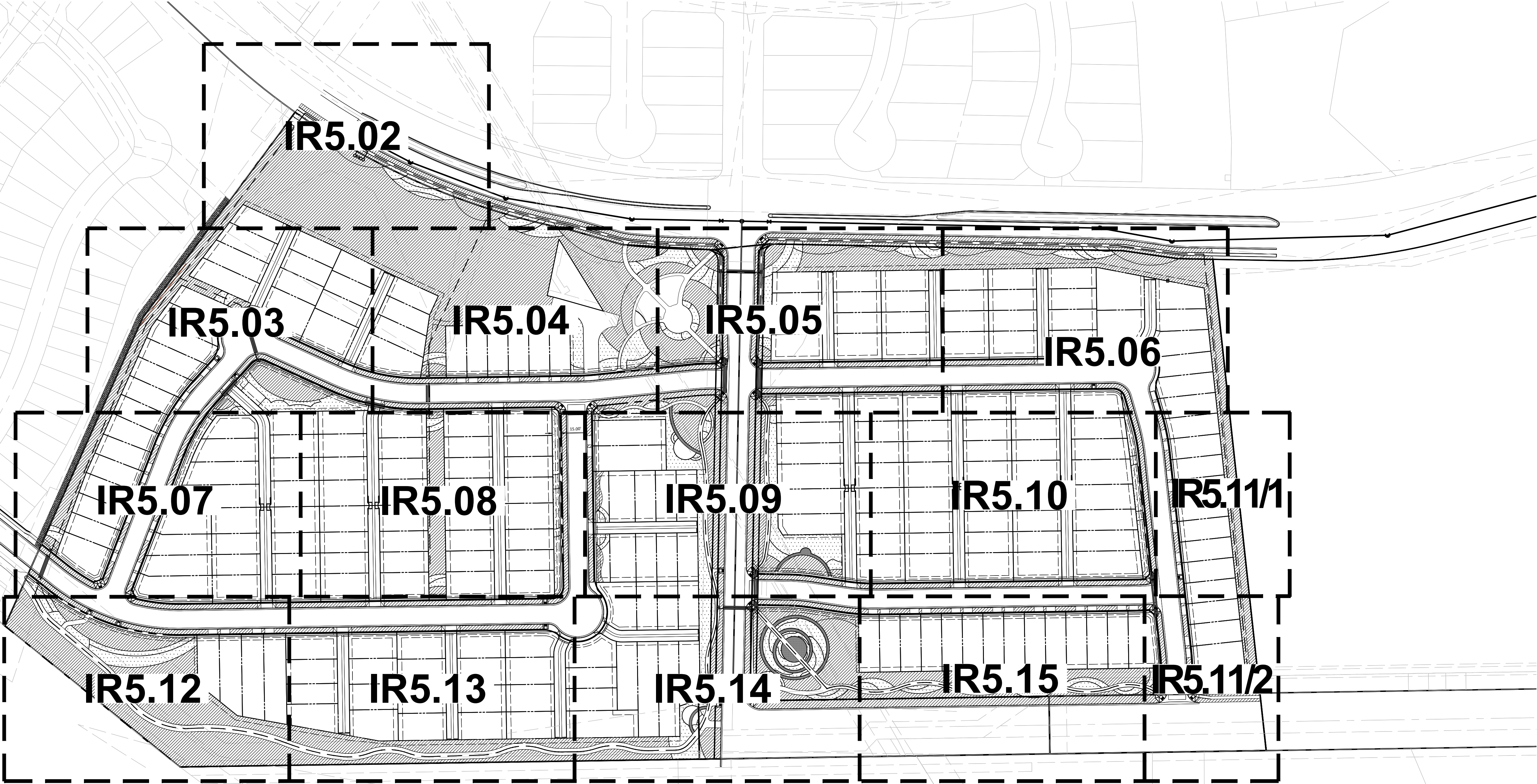


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ENGLEWOOD, CO 80112
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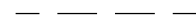
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LEGEND

	PROJECT BOUNDARY
	STREET ROW
	UTILITY EASEMENT
	PROPERTY LOT LINE
	CENTER LINE
	SPRAY IRRIGATION
	DRIP IRRIGATION
	IRRIGATION MAINLINE
	NON-POTABLE WATER MAINLINE

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TRACT K:
DETENTION
POND

TRACT A

LOT 18

COMPAK VILLAGE FILING NO. 3, AMENDMENT NO. 3
LAND USE: MIXED USE
NOT INCLUDED IN THIS PLAT

COTTONWOOD HIGHLANDS FILING NO. 2A
LAND USE: RESIDENTIAL
ZONING: PD
NOT INCLUDED IN THIS PLAT

COTTONWOOD HIGHLANDS FILING NO. 4
(COTTONWOOD DRIVE)
NOT INCLUDED IN THIS PLAT

POINT OF CONNECTION - 1:
METER SET, BACKFLOW, FLOW SENSOR AND
MASTER VALVE, THEN MAINLINE. ALL POINT OF
CONNECTION EQUIPMENT SHALL BE LOCATED IN
PLANTING BED. SIZES OF EQUIPMENT TBD AT
TIME OF FINAL PLAT.

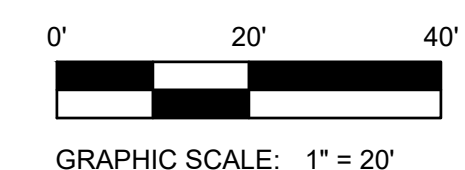
MATCHLINE - SEE SHEET IR5.04

MATCHLINE - SEE SHEET IR5.04

NOTES:

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2. REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.



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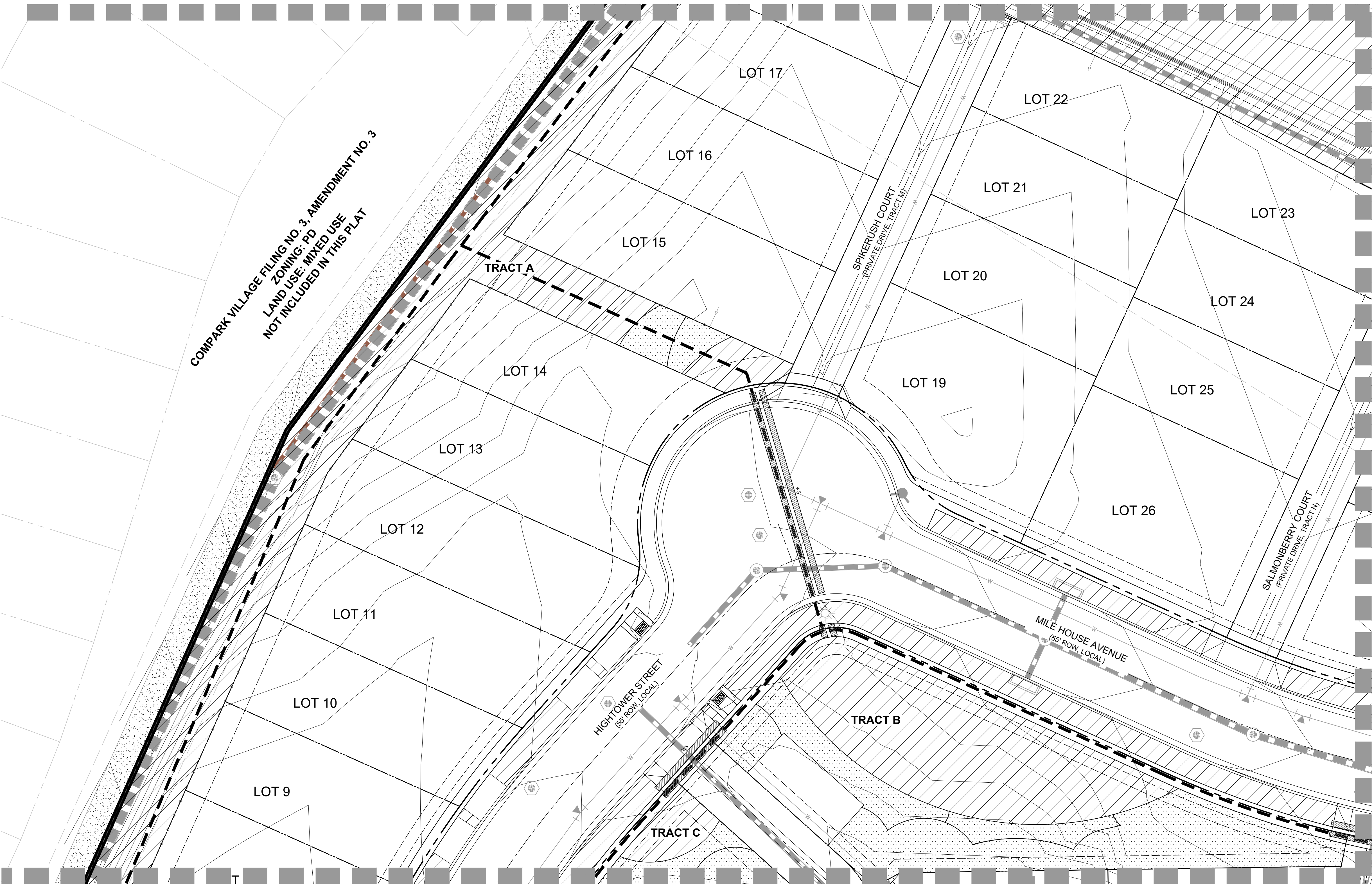
LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.04

MATCHLINE - SEE SHEET IR5.08

MATCHLINE - SEE SHEET IR5.07



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ARCHITECT / PLANNER

LAI
Design
Group
world wide
88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
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ENGINEER

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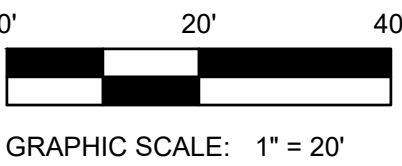
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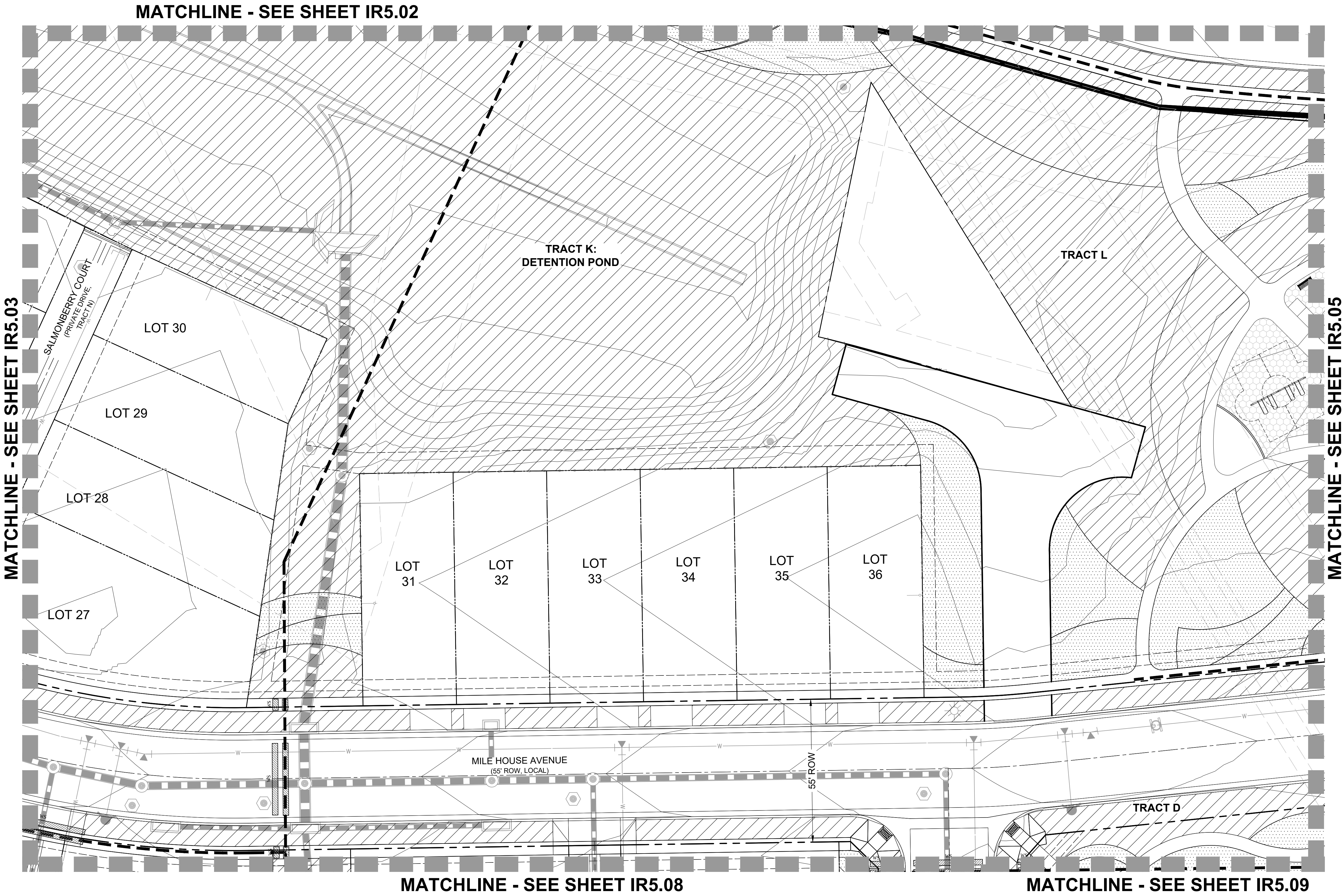
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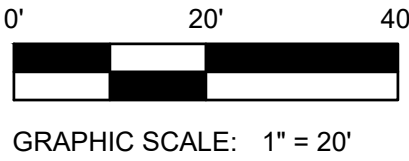
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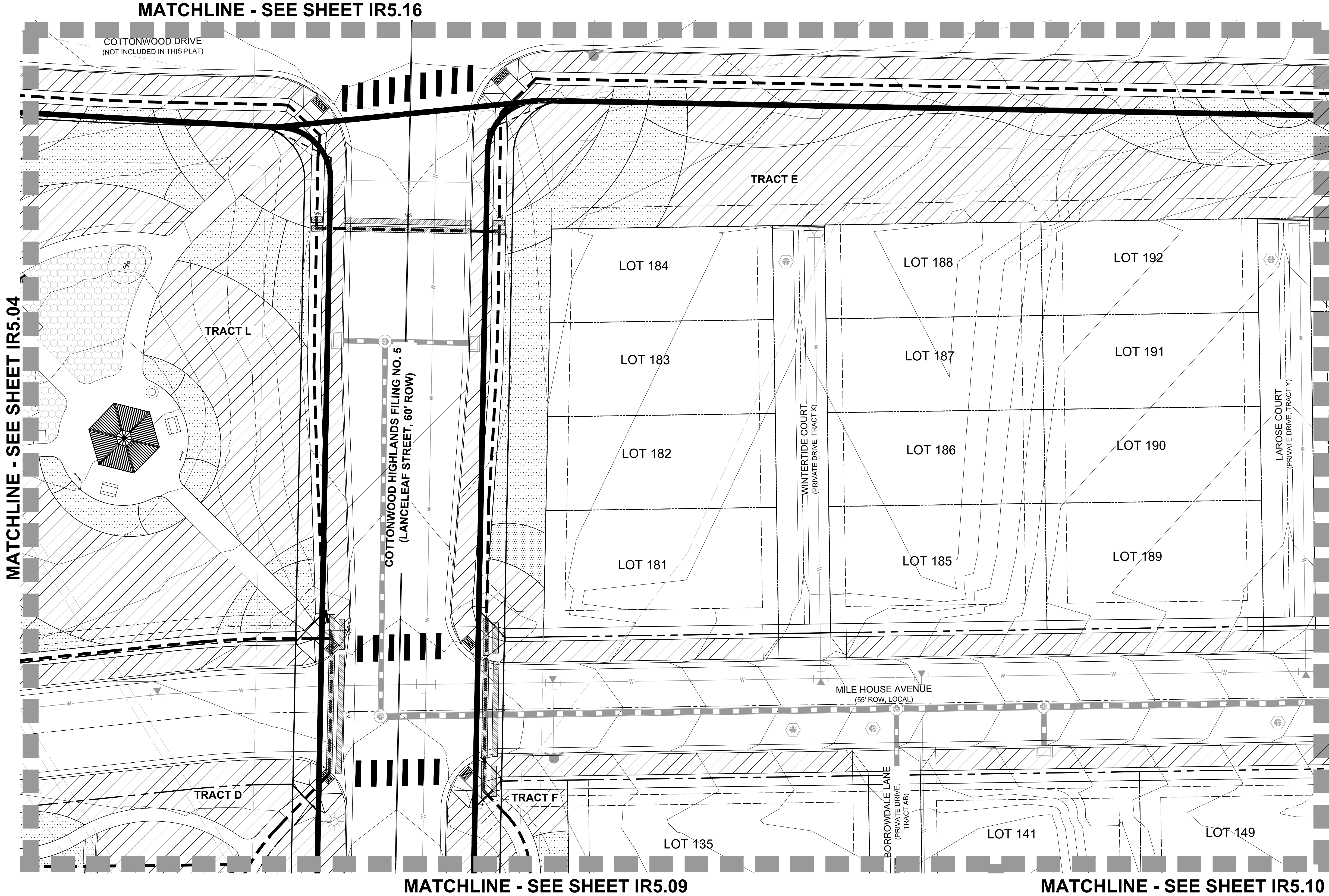
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

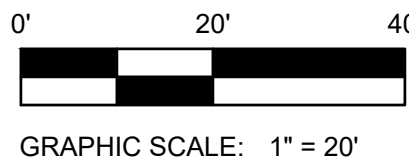
IR5.05

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NOTES:

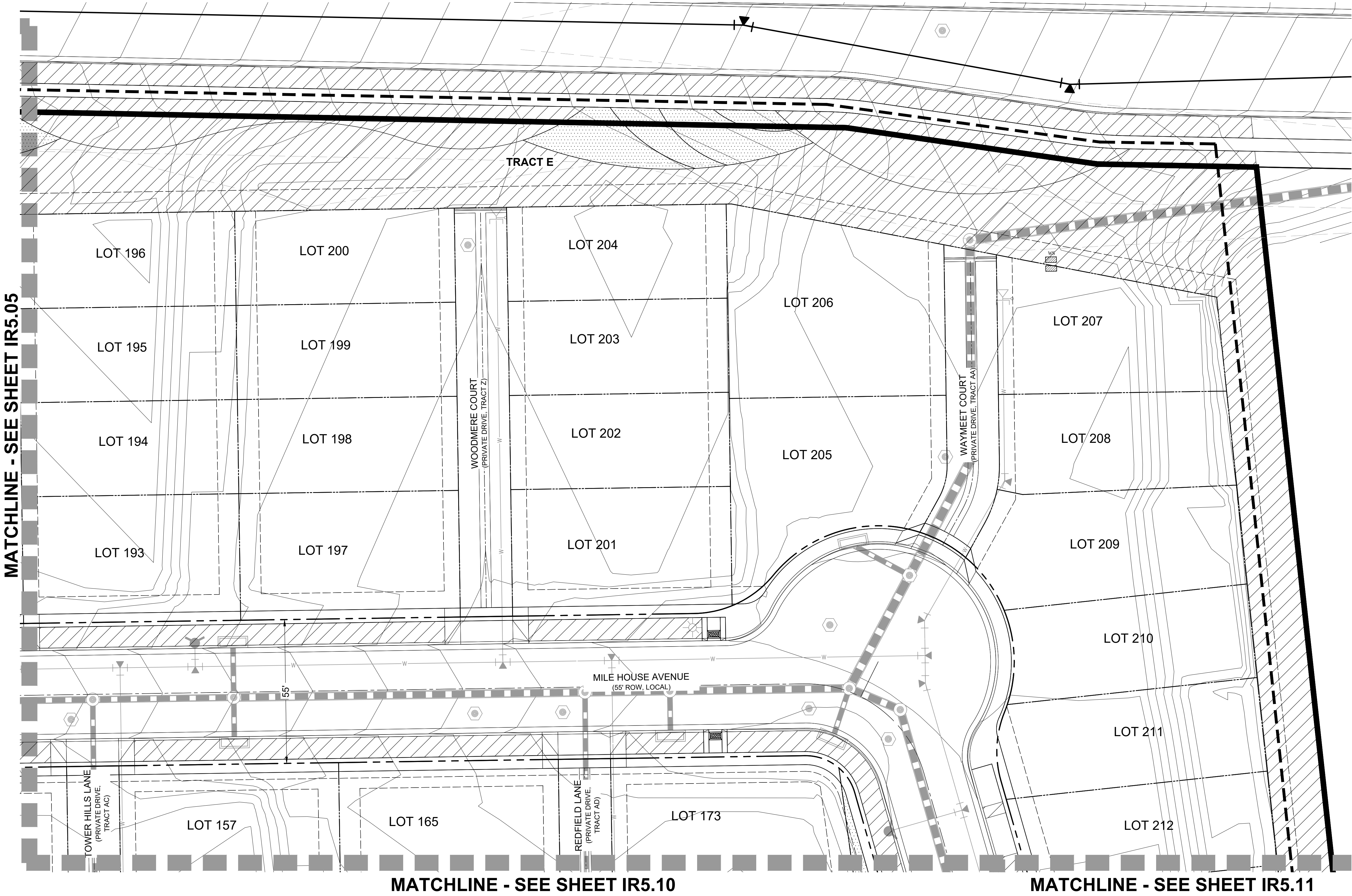
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2. REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.



COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH
THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

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PARKER, CO
IRRIGATION PLAN

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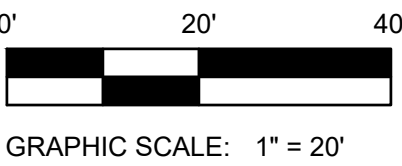
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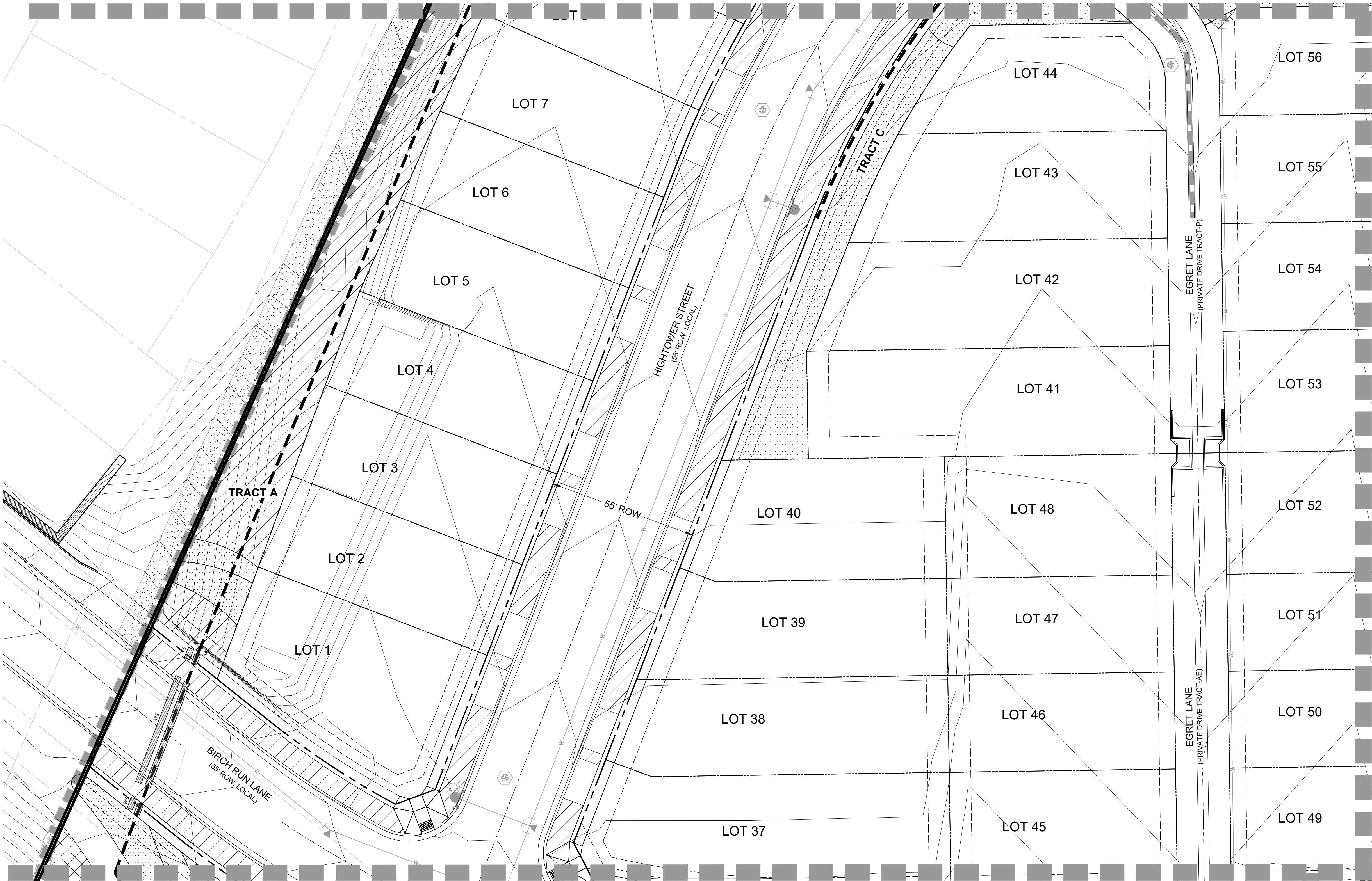
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.03



MATCHLINE - SEE SHEET IR5.12

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.08

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ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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ENGINEER

MANHARD CONSULTING
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GREENWOOD VILLAGE, CO 80111
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OFFICE: (303) 503-1016
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PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

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DRAWN BY: LR, AH
CHECKED BY: NS

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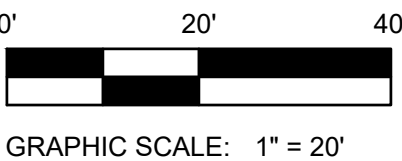
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SHEET NUMBER

IR5.07

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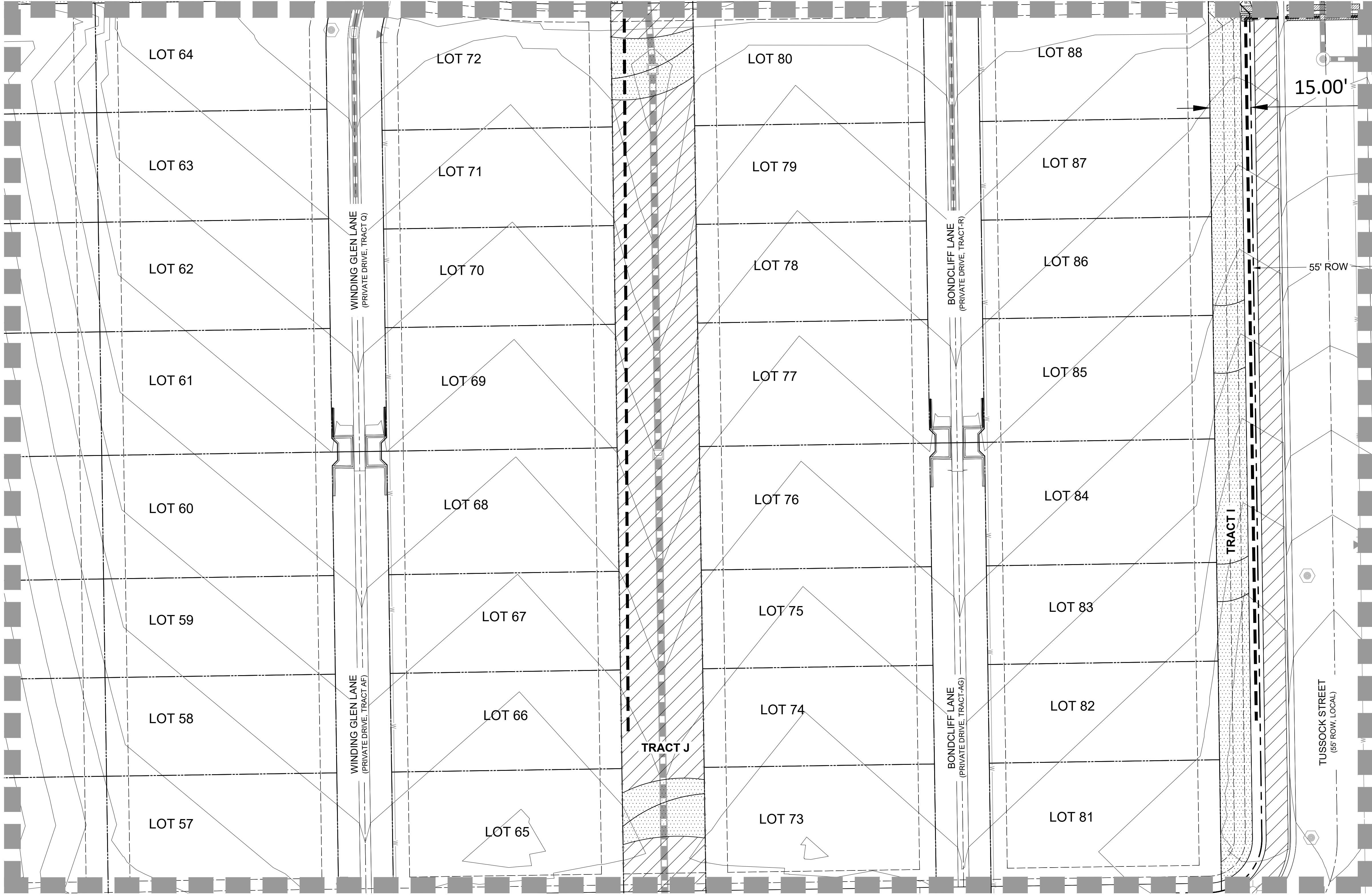


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COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.03

MATCHLINE - SEE SHEET IR5.04



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.09

MATCHLINE - SEE SHEET IR5.07

MATCHLINE - SEE SHEET IR5.13

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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ENGINEER

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PARKER, CO
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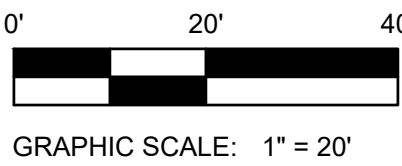
ISSUE RECORD

TEXT	DATE
1st Submittal	11/12/2018
2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

SHEET NUMBER

IR5.08

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COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.04

MATCHLINE - SEE SHEET IR5.05

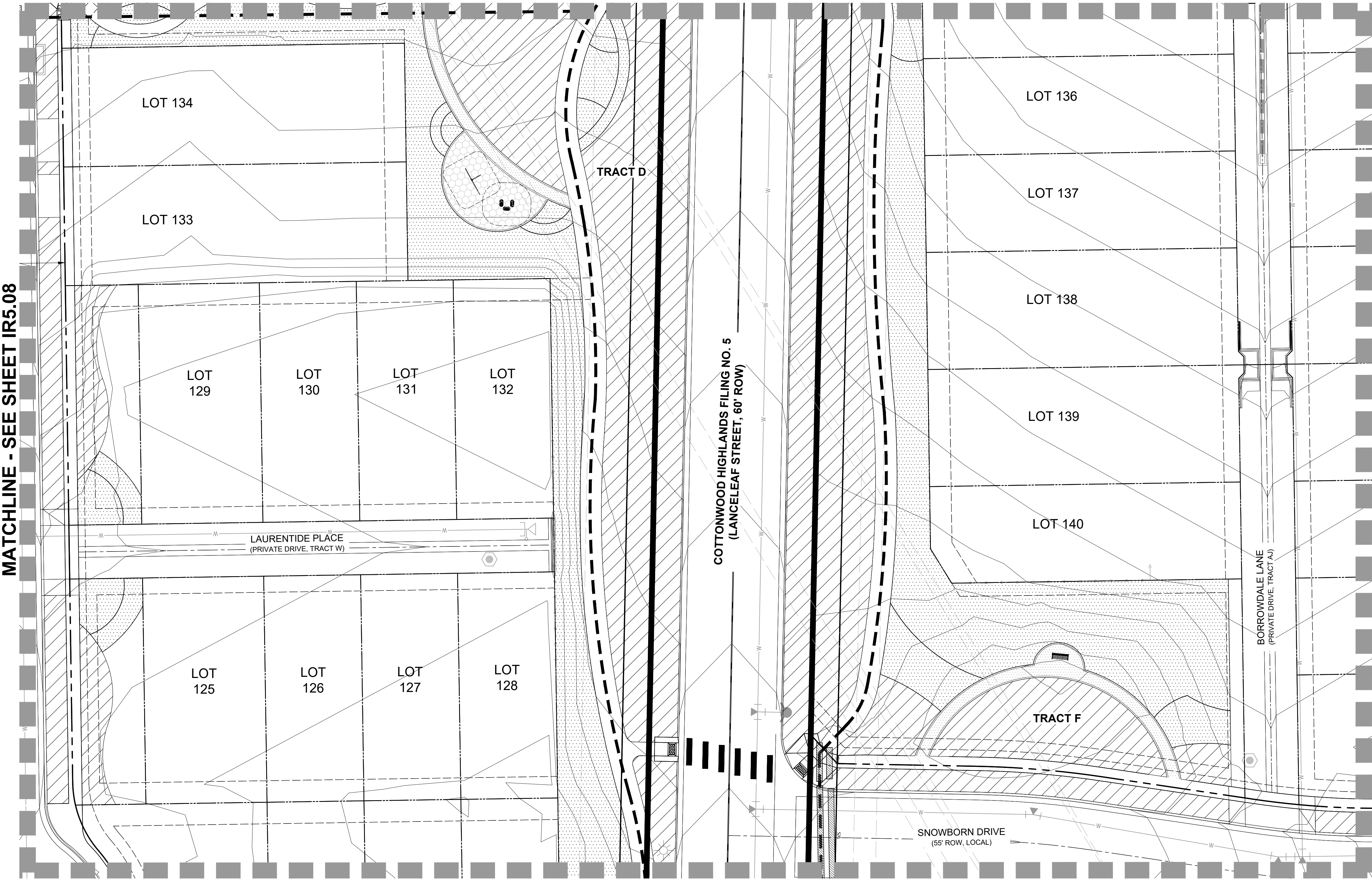
LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.08

MATCHLINE - SEE SHEET IR5.10

MATCHLINE - SEE SHEET IR5.14



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ARCHITECT / PLANNER



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Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
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ENGLEWOOD, CO 80112
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PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

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ISSUE RECORD

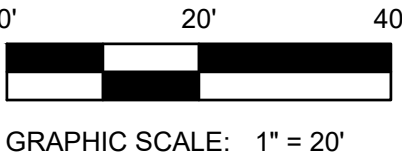
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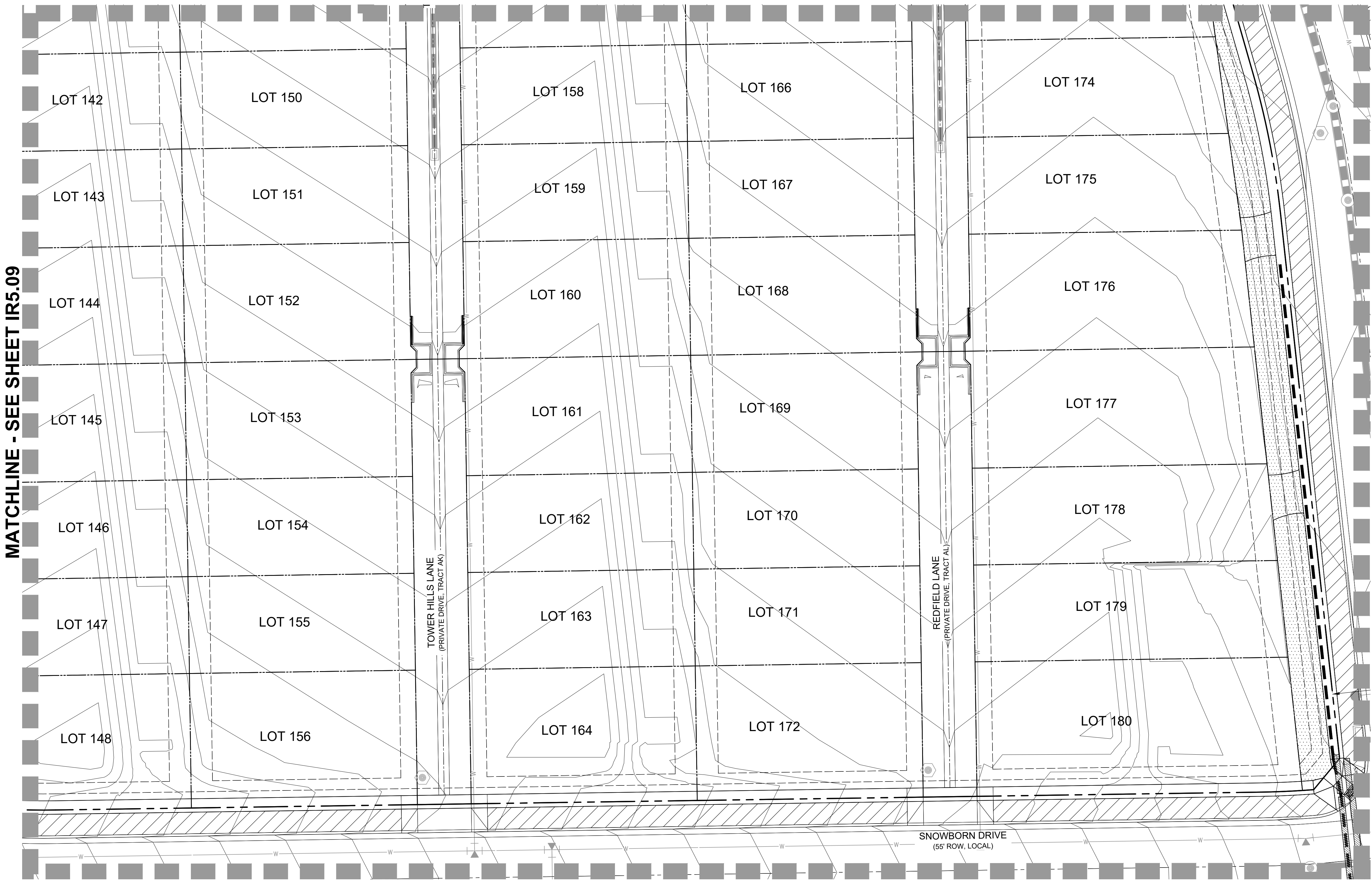


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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.05

MATCHLINE - SEE SHEET IR5.06



MATCHLINE - SEE SHEET IR5.15

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.09

MATCHLINE - SEE SHEET IR5.11

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PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

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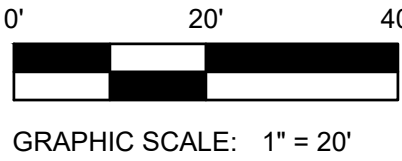
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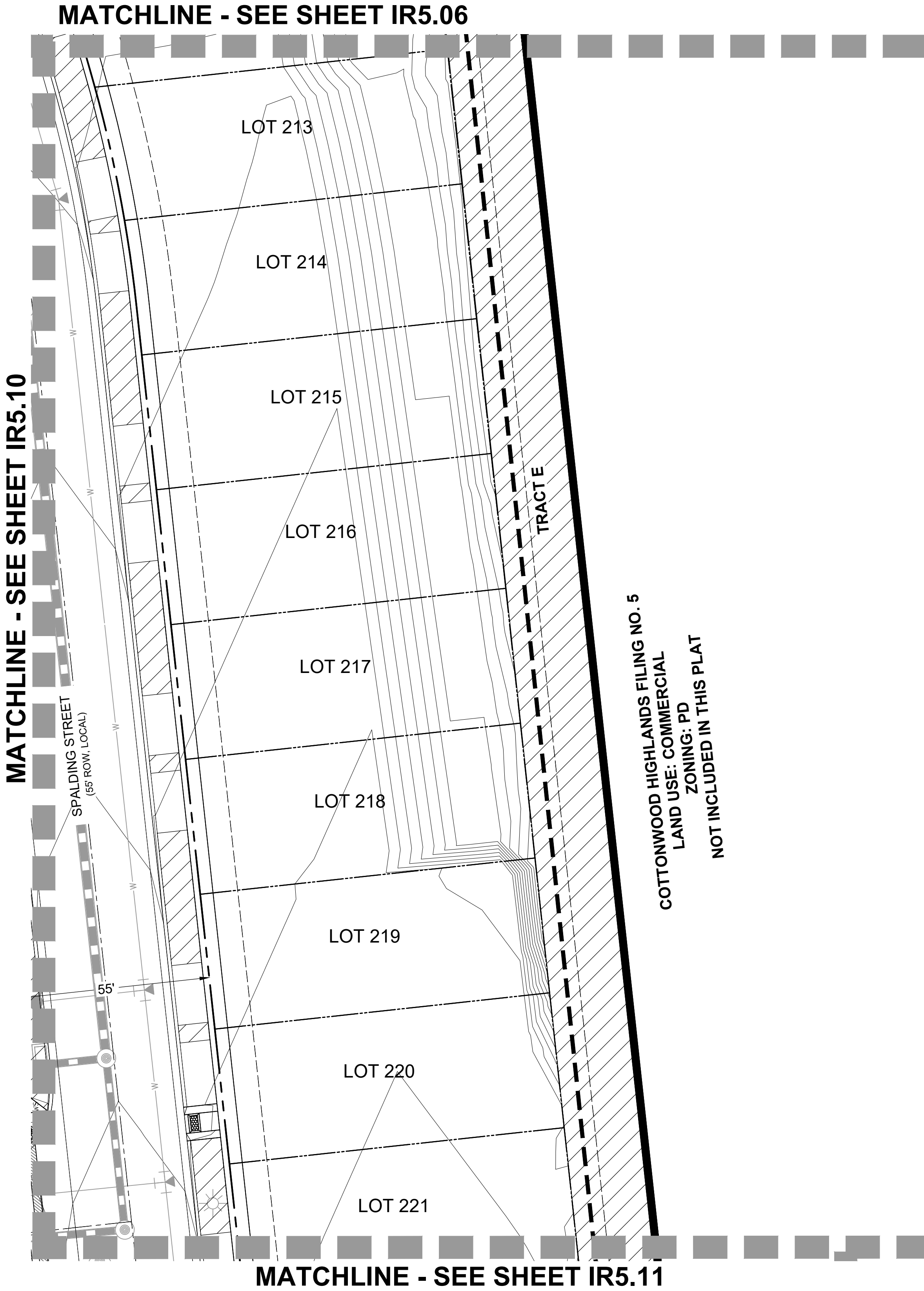


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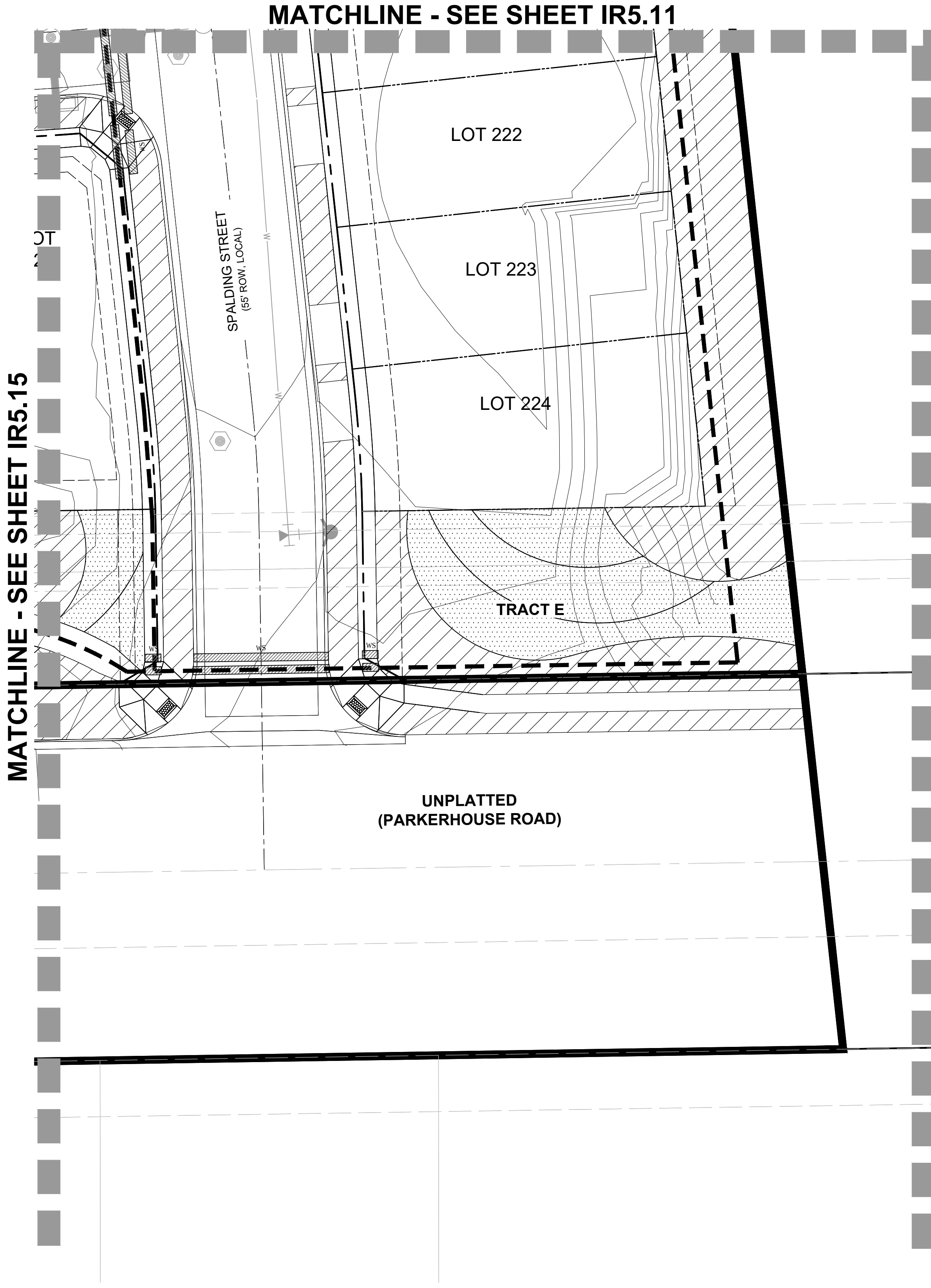
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38.9 ACRES, 238 RESIDENTIAL LOTS



1 IRRIGATION PLAN

SCALE: 1:20



2 IRRIGATION PLAN

SCALE: 1:20

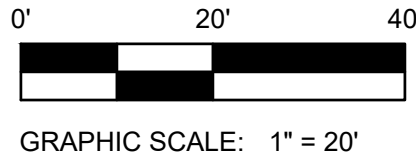
LEGEND

- PROJECT BOUNDARY
- STREET ROW
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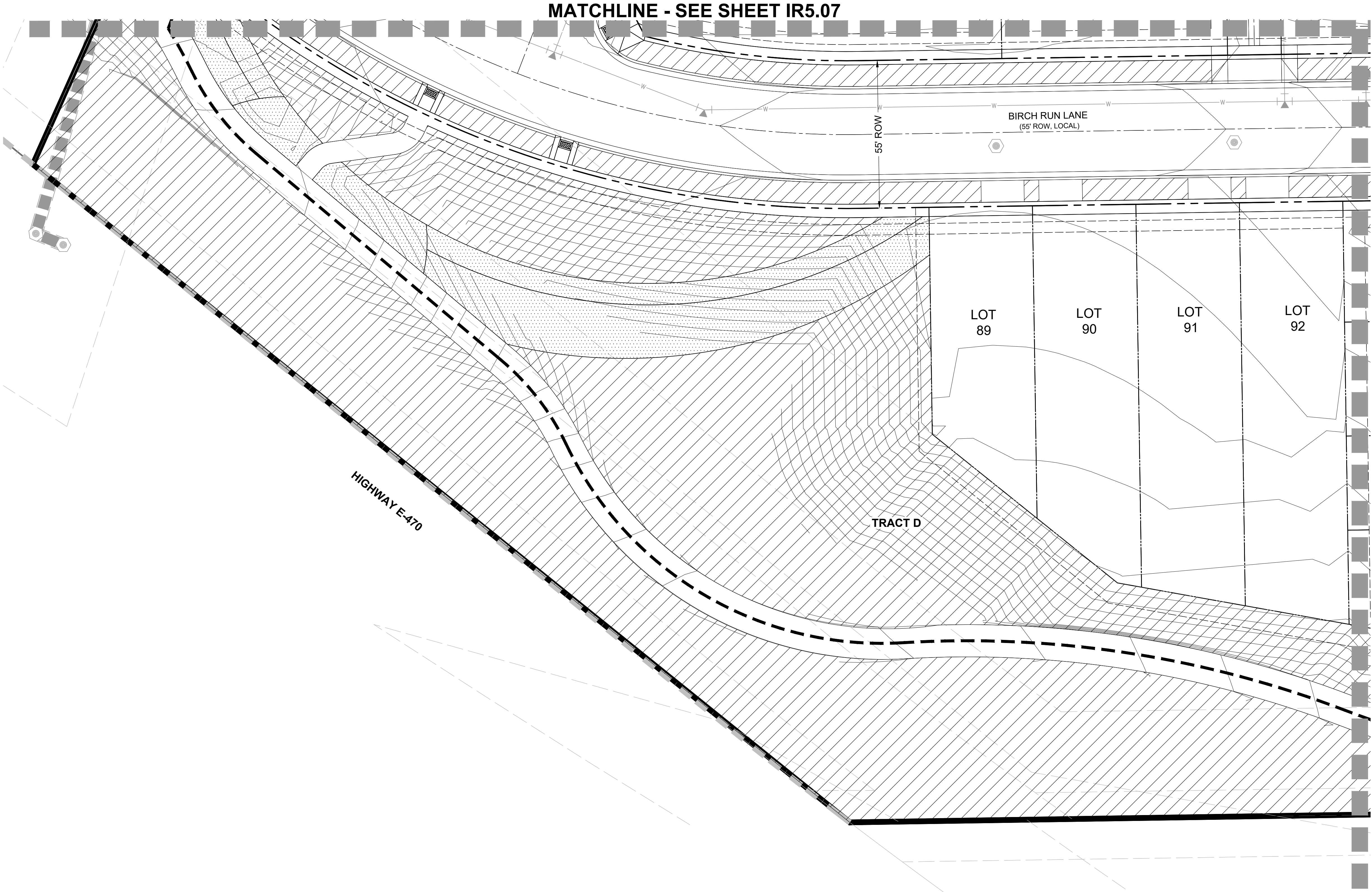
SHEET NUMBER

IR5.11

47 OF 56

COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH
TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH
THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
38.9 ACRES, 238 RESIDENTIAL LOTS



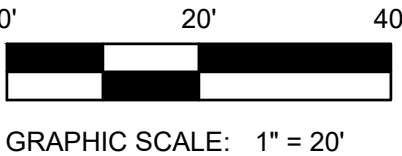
LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

NOTES:

1. THIS DESIGN IS DIAGRAMMATIC. INSTALL MAINLINES ±12" FROM PAVEMENT EDGE IN PLANTING AREAS WHERE FEASIBLE. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST. CONTACT LAND ARCHITECTS FOR LOCATIONS OF CONTROLLERS, METER PITS, AND BACK FLOW PREVENTERS SO AS TO INTEGRATE IT WITH LANDSCAPE AREAS.

2. REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.



ARCHITECT / PLANNER

LAI
Design
Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

TEXT	DATE
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2nd Submittal	3/19/2019
3rd Submittal	5/24/2019

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48 OF 56

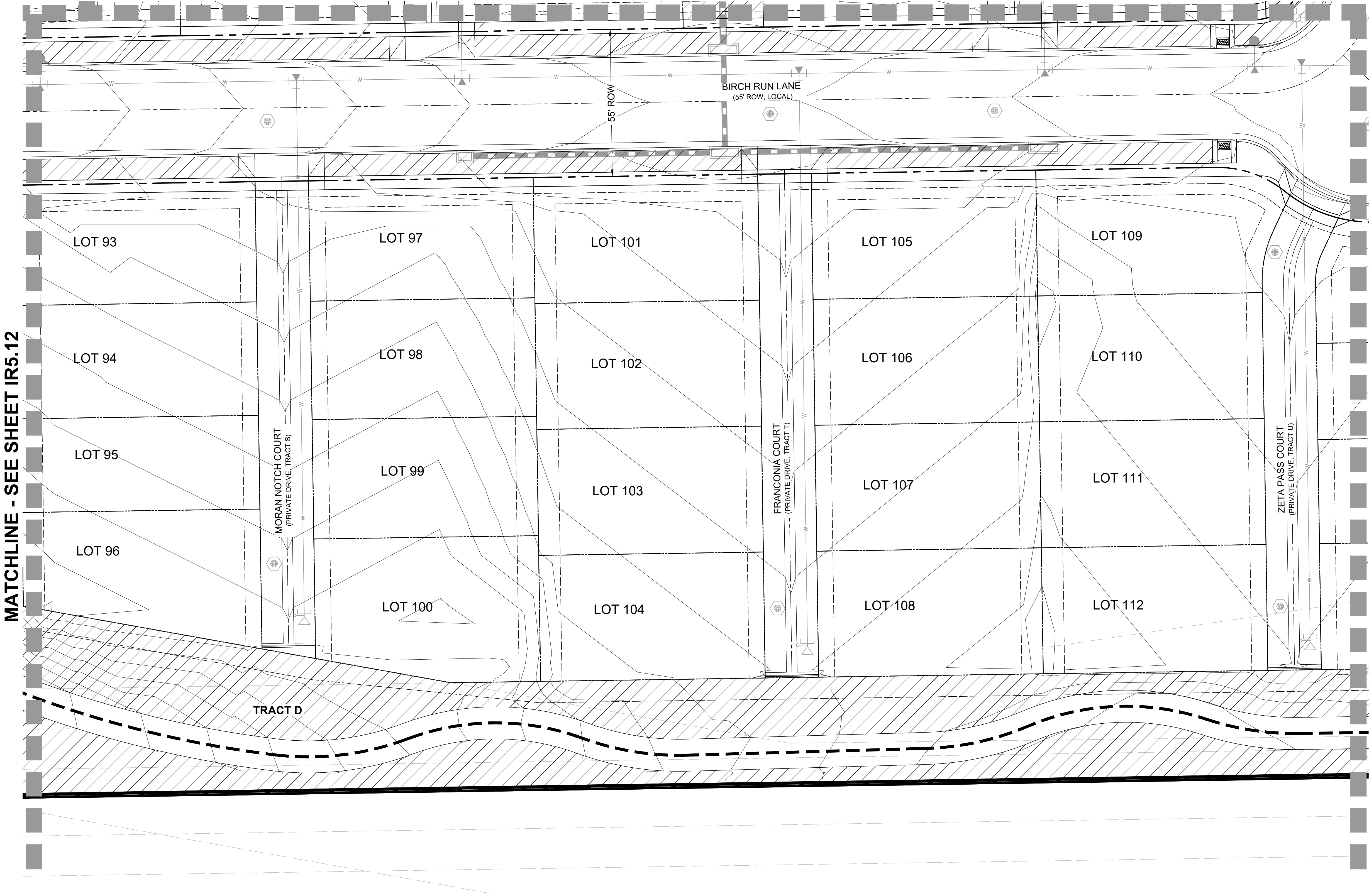
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.08

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE



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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

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GREENWOOD VILLAGE, CO 80111
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ENGLEWOOD, CO 80112
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181027
DRAWN BY: LR, AH
CHECKED BY: NS

ISSUE RECORD

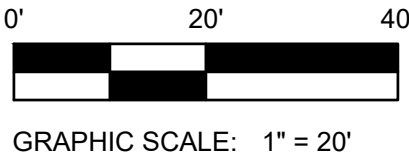
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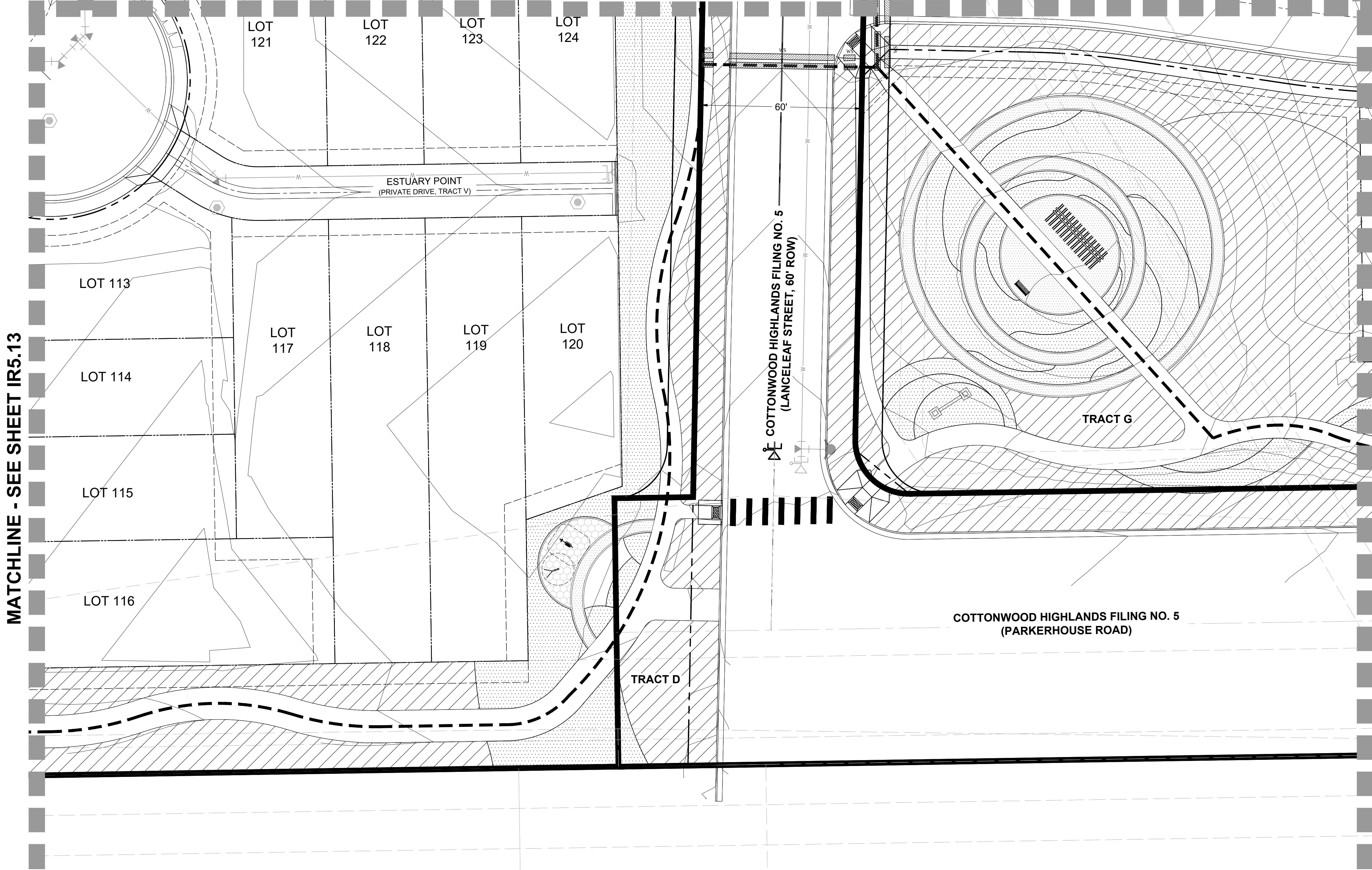
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COTTONWOOD HIGHLANDS FILING NO. 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN

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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.09



LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.13

MATCHLINE - SEE SHEET IR5.15

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9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
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COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

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DRAWN BY: LR, AH
CHECKED BY: NS

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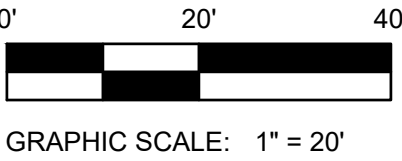
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38.9 ACRES, 238 RESIDENTIAL LOTS

MATCHLINE - SEE SHEET IR5.10

SNOWBORN DRIVE
(55' ROW, LOCAL)

TRACT G

UNPLATTED
(PARKERHOUSE ROAD)

COTTONWOOD HIGHLANDS FILING NO. 5
(PARKERHOUSE ROAD)

LEGEND

- PROJECT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- SPRAY IRRIGATION
- DRIP IRRIGATION
- IRRIGATION MAINLINE
- NON-POTABLE WATER MAINLINE

MATCHLINE - SEE SHEET IR5.14

MATCHLINE - SEE SHEET IR5.11

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PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

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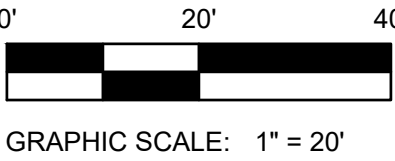
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38.9 ACRES, 238 RESIDENTIAL LOTS

IRRIGATION NOTES

- IRRIGATION DESIGN IS NOT AN EXACT SCIENCE. IT IS BASED ON THEORIES, ASSUMPTIONS, AND/OR INFORMATION PROVIDED BY CIVIL MODELS/UTILITIES/MUNICIPAL ENTITIES AND THUS, IS DIAGRAMMATIC IN NATURE. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR GRAPHIC CLARIFICATION ONLY. AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST.
- REFER TO THE GENERAL CONSTRUCTION NOTES FOR GENERAL WORK PROCEDURES.
- REFER TO SPECIFICATIONS (AS APPROPRIATE) FOR SUBMITTALS, INSPECTIONS AND OTHER APPLICABLE INFORMATION.
- THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. CONTRACTOR SHALL THOROUGHLY REVIEW PLANS & REPORT ANY CONFLICTS OR DISCREPANCIES TO OWNER'S REPRESENTATIVE IMMEDIATELY.
- DO NOT INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE EXISTED AT THE TIME OF THE IRRIGATION DESIGN PREPARATION. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT GIVEN, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY TO TUNE THE SYSTEM TO A PROPER WORKING CONDITION, AND TO THE OWNER'S SATISFACTION.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATIONS OF RETAINING WALLS, ETC. THE IRRIGATION CONTRACTOR SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALL, UNDER ROADWAY PAVING, ETC.
- THE OWNER SHALL COORDINATE AND PAY FOR THE INSTALLATION OF THE IRRIGATION TAP AND METER.
- THE OWNER SHALL PAY ANY AND ALL FEES ASSOCIATED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.
- THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE POINT OF CONNECTION NOTE TAG ON THE DRAWINGS. THE IRRIGATION CONTRACTOR SHALL FIELD VERIFY THE STATIC & OPERATING WATER PRESSURE PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DIFFERENCES BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED OR PRESSURES HAVE GREATLY CHANGED PRIOR TO THE START OF THE IRRIGATION SYSTEM CONSTRUCTION, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR RECOMMENDING A SOLUTION AND PROVIDING AN ADD ALTERNATE BID FOR REVISED IRRIGATION COSTS.
- NO MORE THAN 90% OF AVAILABLE MINIMUM STATIC WATER PRESSURE WAS USED IN PREPARATION OF THESE PLANS. FURTHERMORE, THE MAXIMUM FLOW THROUGH THE METER SHOULD NOT EXCEED 75% OF THE MAXIMUM SAFE FLOW.
- INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON THE PLANS AND DETAILS. NO SUBSTITUTIONS OF EQUIPMENT WILL BE ACCEPTABLE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT OR THE OWNER'S REPRESENTATIVE. THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE ALL UN-APPROVED SUBSTITUTED EQUIPMENT AT HIS OWN COST IF SO DIRECTED BY THE OWNER.
- WHEN INSTALLING IRRIGATION PIPE AND EQUIPMENT NEXT TO HARDSCAPE (SUCH AS WALLS, CURBS, OR WALKS), PLACE PIPE AS CLOSE AS POSSIBLE TO HARDSCAPE TO AVOID CONFLICTS WITH PLANTING. REFER TO MAINLINE TRENCHING DETAILS FOR ADDITIONAL INFORMATION.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V A.C. ELECTRICAL POWER TO CONTROLLERS AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY.
- THE WEATHER SENSOR SHALL BE LOCATED NEAR THE IRRIGATION CONTROLLER, AND SHALL BE MOUNTED AS SHOWN ON THE DETAIL. LOCATE SENSOR AWAY FROM TALL TREES, SHRUBS, AND OTHER POTENTIAL OBSTRUCTIONS. SENSOR SHALL BE LOCATED ON THE SOUTH FACING SIDE OF STRUCTURES.
- ALL VALVE CONTROL WIRE SHALL BE HUNTER ID1, 14 AWG/2MM SQUARED OR EQUAL. SEE LEGEND FOR WIRE COLOR INFORMATION. ALL VALVE CONTROL WIRES SHALL BE DIRECT BURIED. THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERPROOF TAGS AND MARKERS AT ALL SPLICES AND VALVE MANIFOLDS, AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION. CONTRACTOR SHALL PROVIDE SPLICE BOXES ALONG TWO WIRE PATH AT INTERVALS PER THE RECOMMENDATION OF THE MANUFACTURER. WHERE SPLICES MAY BE NECESSARY, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 10" ROUND VALVE BOXES WITH 3M'S "DBY-DIRECT BURIAL SPLICE KIT". SEE DETAILS FOR ADDITIONAL INFORMATION.
- ALL GROUNDING RODS / PLATES SHALL HAVE A DEDICATED VALVE BOX FOR WIRE CONNECTIONS TO THE TWO WIRE PATH. ONLY APPROVED WIRE CONNECTIONS WILL BE ALLOWED. VALVE BOX SHALL BE: 10" ROUND "CARSON" OR APPROVED EQUAL.
- CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING 3M'S "DBY-DIRECT BURIAL SPLICE KIT". ANY LOOSE WIRES ON ANY DECODER SHALL BE CAPPED WITH 3M'S DBY CAPS.
- THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING. ALL SLEEVING SHALL BE PVC SCHEDULE 40 PIPE. SLEEVES FOR MAINLINE AND LATERAL LINES SHALL BE A MINIMUM TWICE THE DIAMETER OF THE ENCLOSED PIPE; SLEEVES FOR CONTROL WIRES / TWO WIRE PATH SHALL BE AS PER THE SLEEVING / WIRING NOTE ON THIS SHEET.
- TRENCH BACKFILL MATERIAL SHALL BE FREE OF ROCKS, GLASS, AND OTHER EXTRANEEOUS MATERIALS LARGER THAN 1" IN DIAMETER. BACKFILL SHALL BE COMPACTED TO 90% MAXIMUM DRY DENSITY.
- WHERE VALVES ARE LOCATED IN CLOSE PROXIMITY TO EACH OTHER, CLUSTER VALVES INTO MANIFOLDS. INSTALL NO MORE THAN ONE VALVE PER VALVE BOX.
- INSTALL ONE DECODER PER VALVE. CONTRACTOR SHALL SELECT THE MOST APPROPRIATE METHOD (GROUNDING PLATE OR GROUNDING ROD) BASED ON SOIL TYPE AND AREA OF SITE. FOR DECODER GROUNDING, INSTALL DECODER GROUNDING AT THE RATE OF 1' GROUNDING INSTALLATION PER 1000' LINER FEET OF TWO WIRE PATH OR 1' GROUNDING INSTALLATION PER EVERY 12 DECODERS. REFER TO MANUFACTURERS SPECIFICATIONS AND GROUNDING DETAILS FOR PROPER PROCEDURE AND INSTALLATION.
- AUTOMATIC DRAIN VALVES FOR FREEZE PROTECTION ARE TO BE LOCATED AT ALL LOW POINTS OF IRRIGATION LATERAL LINES. WHERE THE LOW POINT IS AT THE END OF THE LINE, LOCATE DRAIN VALVE A MINIMUM OF 12" DOWNSTREAM FROM THE LAST SPRINKLER HEAD. SEE DETAILS FOR VALVE ORIENTATION.
- USE TEFLON TAPE ON ALL PVC MALE PIPE THREADS ON ALL SWING JOINT AND VALVE ASSEMBLIES.
- ALL IRRIGATION HEADS, INCLUDING FIXED-SPRAY, AND DRIP DEVICES, SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED.
- ALL PRESSURIZED MAINLINES, VALVES, AND ROTOR AND SPRAY HEADS SHALL BE INSTALLED A MINIMUM OF 5' AWAY FROM ANY BUILDING FOUNDATION. IF THIS EQUIPMENT IS SHOWN WITHIN THE 5' OFFSET ON THESE PLANS, IT IS FOR THE PURPOSE OF GRAPHIC CLARITY ONLY.
- EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE, IT IS THE INTENT OF THE IRRIGATION DESIGN TO INDICATE ALL SPRAY AND ROTOR HEADS AS "POP-UPS". IN THE EVENT THAT POP-UP HEADS HAVE NOT BEEN SPECIFIED IN TURF AREAS, IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BRING THIS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING AND CONSTRUCTION.
- ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE OR THE LANDSCAPE ARCHITECT BEFORE INSTALLATION. STAKED LOCATIONS SHALL BE SPACED TO PROVIDE HEAD-TO-HEAD COVERAGE.
- FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST NOZZLE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS.
- ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN TURF AREAS SHALL BE INSTALLED SO THE TOP OF THE SPRINKLER HEAD IS FLUSH WITH THE ADJACENT SIDEWALK, OR PAVING. SEE DETAILS T & U FOR SPRAY HEAD INSTALLATION INFORMATION.
- CONTRACTOR SHALL BRAND ALL SPRAY AND DRIP VALVE BOXES WITH THE ZONE NUMBER AND THE ASSOCIATED CONTROLLER IDENTIFICATION.
- THE CONTRACTOR SHALL TURN OVER PROOF OF PURCHASE OF ALL IRRIGATION PRODUCTS TO THE OWNER PRIOR TO START OF MAINTENANCE PHASE.
- IRRIGATION CONTROLLERS, WEATHER CENTER UNIT, AND RELATED COMPONENTS SHALL BE INSTALLED BY A QUALIFIED PRODUCT INSTALLATION CONTRACTOR.
- UPON COMPLETION OF INSTALLATION OF IRRIGATION SYSTEM, IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - ACCURATE AND COMPLETE "AS BUILT" PLANS OF IRRIGATION SYSTEM INCLUDING 8-1/2" X 11" ZONE MAP INDICATING THE VALVES SERVICED BY EACH CONTROLLER / TWO WIRE PATH. THIS MAP SHALL BE LAMINATED AND PLACED INSIDE EACH CONTROLLER BOX.
 - A SCHEDULING LOG ON ALL WATER WINDOWS, RUN SCHEDULE TIMES, AND OTHER CHANGES AND/OR MODIFICATIONS TO THE IRRIGATION SYSTEM SINCE INSTALLATION.
 - ONE HOUR OF TRAINING TO OWNER ON IRRIGATION SYSTEM AND CONTROLLER OPERATION.
 - THREE OF EACH TYPE OF HEAD AND EMITTER INSTALLED.
 - ONE OF EACH TYPE OF VALVE INSTALLED.
- PRIOR TO ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER OR AT THE END OF THE MAINTENANCE PERIOD, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - CURRENT SCHEDULE RUN TIME AND WATER WINDOW LOG, ALONG WITH NOTING ANY OTHER PERTINENT INFORMATION.
- UNLESS OTHERWISE SPECIFIED, THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ANYTHING DAMAGED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER.
- IRRIGATION CONTRACTOR SHALL REFER TO PLANTING PLANS FOR LOCATIONS OF EXISTING TREES / VEGETATION "TO REMAIN" OR CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS TO THE IRRIGATION SYSTEM, AS NECESSARY, TO AVOID DAMAGE TO THE VEGETATION AND / OR ITS ROOT STRUCTURE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY DAMAGED VEGETATION "TO REMAIN" AT HIS OWN EXPENSE.
- PLEASE CONTACT THE MANUFACTURERS SPECIFICATION MANAGER FOR ANY ADDITIONAL INFORMATION ON THE TWO WIRE IRRIGATION SYSTEM.
- LOCATION OF POINT OF CONNECTION IS CONCEPTUAL IN NATURE AND MAY CHANGE BASED ON FINDINGS OF WATER PRESSURE IN THE NON-POTABLE WATER MAIN.
- ALL SPRAY AND ROTOR BODIES AND NOZZLES, PIPES, VALVE BOXES, AND OTHER APPLICABLE EQUIPMENT SHALL HAVE PURPLE, NON-POTABLE COVERS, CAPS, COLORATION, ETC.

IRRIGATION LEGEND

SYMBOL	MANUF.	MODEL NO.	DESCRIPTION	REMARKS/DETAIL
CONTROLLERS AND SENSORS				
	RAINBIRD	ESP-LXD EXPLXD-SM75	50 STATION CONTROLLER WITH TWO 75-STATION EXPANSION MODULES (200 STATIONS TOTAL). UNIT SHALL BE MOUNTED IN METAL PEDESTAL. CONTROLLER SHALL HAVE A TWO-WIRE PATH.	DETAIL A
	RAINBIRD	RSD-Cex	WIRED RAIN SENSOR, CONDUIT MOUNTING OPTION	DETAIL A

POINT OF CONNECTION

	---	---	POINT OF CONNECTION (BY OTHERS), SIZE PER PLAN	DETAIL B
	---	---	SERVICE LINE, TYPE 'K' COPPER TUBING, SIZE PER PLAN	DETAIL B
	---	---	WATER METER (BY OTHERS), SIZE PER PLAN	DETAIL B
	FEBCO	MODEL 825YA "USC APPROVED"	BACKFLOW PREVENTION DEVICE - SIZE PER PLAN. MOUNT IN STRONGBOX ENCLOSURE, MODEL #SBBC-30AL. PROVIDE OWNER WITH FROST GUARD INSULATED BLANKET.	DETAIL C

VALVES

	RAINBIRD	PEB SERIES	MASTER VALVE WITH PRESSURE REGULATOR AS NECESSARY, SEE DRAWINGS FOR SIZE	DETAILS D and F
	RAINBIRD	FS300P	FLOW SENSOR (INCLUDE SD210 DECODER)	DETAIL E
	RAINBIRD	XCZ-100-PRB-COM	DRIP CONTROL ZONE KIT - COMMERCIAL	DETAIL H
	RAINBIRD	PGA SERIES	REMOTE CONTROL VALVE, SIZE PER PLAN	DETAIL G
	RAINBIRD	33DLRC	QUICK COUPLER, 3/4"	DETAIL J
	ANY APPROVED	PER PLAN	PVC BALL VALVE, LINE SIZE UP TO 3". BRONZE BODY GATE VALVE FOR LINE SIZE GREATER THAN 3"	DETAIL M

WIRE

'A' CONTROLLER 2 - WIRE PATH	RAINBIRD	ID-BLUE	14 AWG WIRE	DETAILS O, P, Q, R, S
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DECODER

---	RAINBIRD	FD- PER PLAN	SINGLE STATION DECODER	DETAILS O, P, AND Q
-----	----------	--------------	------------------------	---------------------

DECODER NOTES:

- CONTRACTOR SHALL INSTALL ONE (1) DECODER PER VALVE. SEE NOTE 21, THIS SHEET FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL SELECT EITHER METHOD OF GROUNDING 2-WIRE SYSTEM, BASED ON SITE CONDITIONS AND AVAILABLE AREA. OPTIONS ARE 'A' GROUNDING ROD **OR** 'B' GROUNDING PLATE. SEE NOTE 21, THIS SHEET, AND GROUNDING DETAILS FOR ADDITIONAL INFORMATION.

MAIN LINE/ LATERALS & SLEEVES

	ANY APPROVED	PRESSURIZED PVC MAIN LINE , SIZE PER PLAN - CLASS 200 PVC	DETAILS R & S
	ANY APPROVED	NON-PRESSURIZED LATERAL LINE, CLASS 200 PVC - INSTALL ANTI-FREEZE DRAINS AT LOW POINTS	DETAILS R & S
	ANY APPROVED	IRRIGATION SLEEVE, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED, ONE SLEEVE PER PIPE	DETAILS R & S
	ANY APPROVED	CONTROL WIRING SLEEVE, 2" SCH. 40 PVC (SEE STANDARD SLEEVE/WIRING NOTE)	DETAILS R & S

ROTORS & SPRAY HEADS

	MANUFACTURER AND MODEL	TYPE	RADIUS	QUARTER	THIRD	HALF	FULL	MIN P.S.I.	DETAIL
	RAIN BIRD 1806/1812-SAM-PRS HE-VAN-08	POP UP SPRAY	8'	0.29	-	0.59	1.17	30	DETAIL T
	RAIN BIRD 1806/1812-SAM-PRS HE-VAN-10	POP UP SPRAY	10'	0.45	-	0.89	1.78	30	DETAIL T
	RAIN BIRD 1806/1812-SAM-PRS HE-VAN-12	POP UP SPRAY	12'	0.59	-	1.18	2.37	30	DETAIL T
	RAIN BIRD 1806/1812-SAM-PRS HE-VAN-15	POP UP SPRAY	15'	0.93	-	1.85	3.70	30	DETAIL T
	RAIN BIRD 1806-SAM-PRS 15LCS MPR	POP UP SPRAY	4' x 15'	-	-	-	0.49	30	DETAIL U
	RAIN BIRD 1806-SAM-PRS 15RCS MPR	POP UP SPRAY	4' x 15'	-	-	-	0.49	30	DETAIL U
	RAIN BIRD 1806-SAM-PRS 15SST MPR	POP UP SPRAY	4' x 30'	-	-	-	1.21	30	DETAIL U
	RAIN BIRD 1806/1812-SAM-P45 R-VAN14	POP UP ROTOR	14'	0.31	-	1.61	-	45	DETAIL U
	RAIN BIRD 1806/1812-SAM-P45 R-VAN1318	POP UP ROTOR	17'	0.50	-	1.01	-	45	DETAIL U
	RAIN BIRD 1806/1812-SAM-P45 R-VAN1724	POP UP ROTOR	23'	0.91	-	1.83	-	45	DETAIL U
	RAIN BIRD 1806/1812-SAM-P45 R1318F	POP UP ROTOR	18'	-	-	-	1.96	45	DETAIL U
	RAIN BIRD 1806/1812-SAM-P45 R1724F	POP UP ROTOR	23'	-	-	-	3.67	45	DETAIL U
	RAIN BIRD 5000-MPR-25-PRS	POP UP ROTOR	25'	1.00	1.38	1.98	3.82	45	DETAIL U
	RAIN BIRD 5000-MPR-30 PRS	POP UP ROTOR	30'	1.40	1.85	2.96	5.78	45	DETAIL U
	RAIN BIRD 5000-MPR-35 PRS	POP UP ROTOR	35'	1.92	2.46	3.81	7.58	45	DETAIL U
	RAIN BIRD 8005-18	POP UP ROTOR	67"	19.3				70	DETAIL U
	RAIN BIRD 8005-10	POP UP ROTOR	55"	11.1				70	DETAIL U

CONTRACTOR SHALL PROVIDE RADIUS / ARC ADJUSTMENT ON ALL POP UP SPRAY HEADS AS NECESSARY TO ACHIEVE HEAD-TO-HEAD COVERAGE THROUGHOUT. POP UP SPRAY AND ROTOR HEADS SHALL BE 6" POP UPS IN BLUEGRASS TURF AREAS AND 12" POP UPS IN NATIVE SEEDDED AREAS.

DRIP IRRIGATION

	POINT SOURCE EMITTERS FOR PLANT/TREE BEDS	AS SHOWN	XERI BLACK STRIPE POLY TUBING, CONNECTION TO PVC LATERAL PER CONTRACTOR. ATTACH TREE & SHRUB DRIP EMITTERS PER THE EMITTER SCHEDULE BELOW - INSTALL FLUSH VALVE AT THE END OF THE TUBING SYSTEM.		DETAILS V, W, X
	MULTI-PORT EMITTER FOR TREES IN GRASS	AS SHOWN			
	PROVIDE THE FOLLOWING DRIP EMITTERS FOR EACH PLANT TYPE	PLANTS, 1 GALLON: PLANTS, 5 GALLON: DECIDUOUS AND EVERGREEN TREES, 2" - 2-1/2" CAL. AND 8" - 10"HT.:	1, XB-20PC 2, XB-20PC 4, PC-07	(2 GPH) EMITTER PER PLANT (2 GPH) EMITTERS PER PLANT (7 GPH) EMITTERS PER TREE	DETAILS V, W, X
	ANY APPROVED	PER PLAN	FLUSH VALVE		DETAILS L & K

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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ENGINEER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
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OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

APPLICANT

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

COTTONWOOD HIGHLANDS FILING 7
SKETCH/PRELIMINARY & LANDSCAPE PLAN
PARKER, CO
IRRIGATION NOTES & DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

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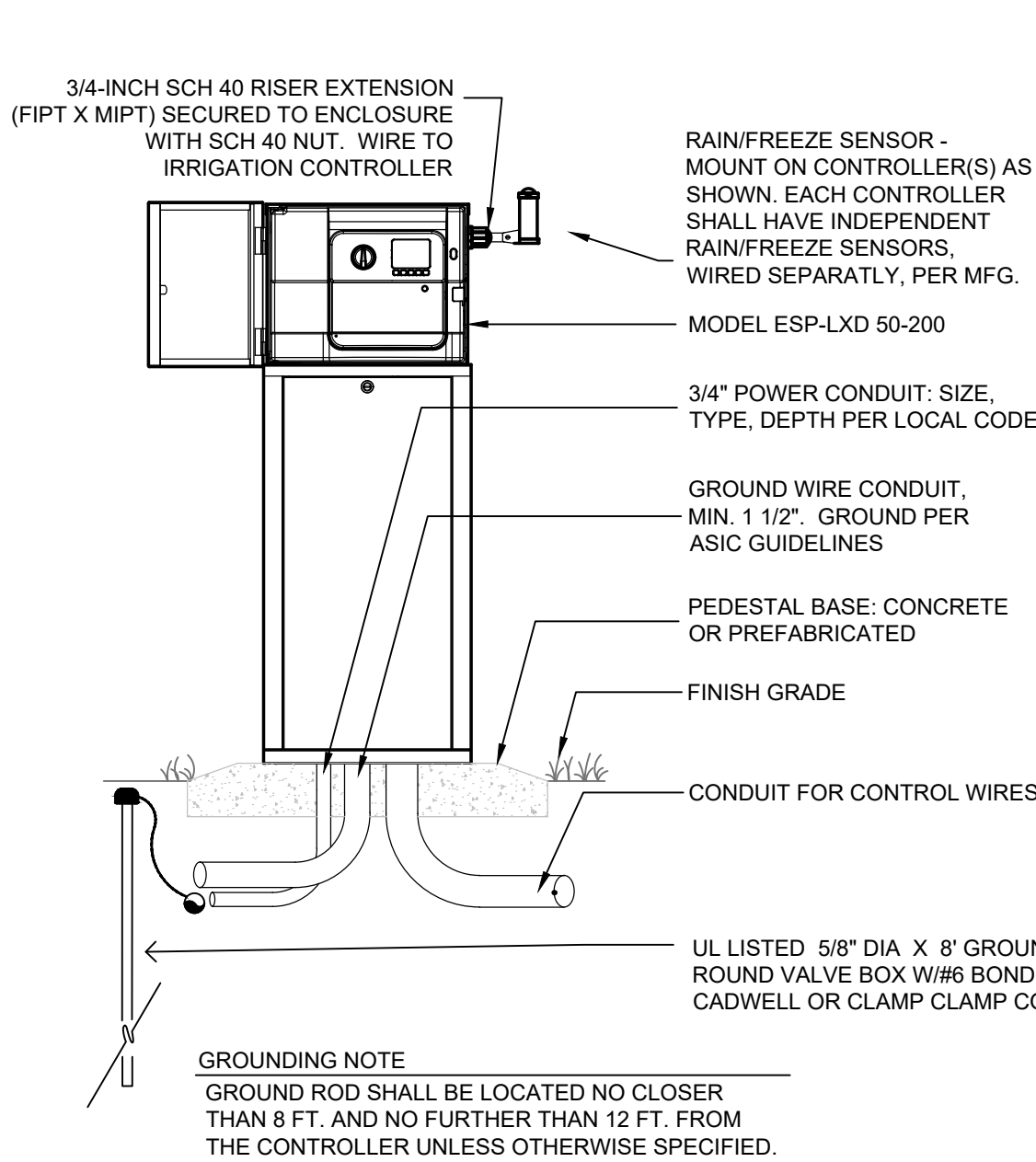
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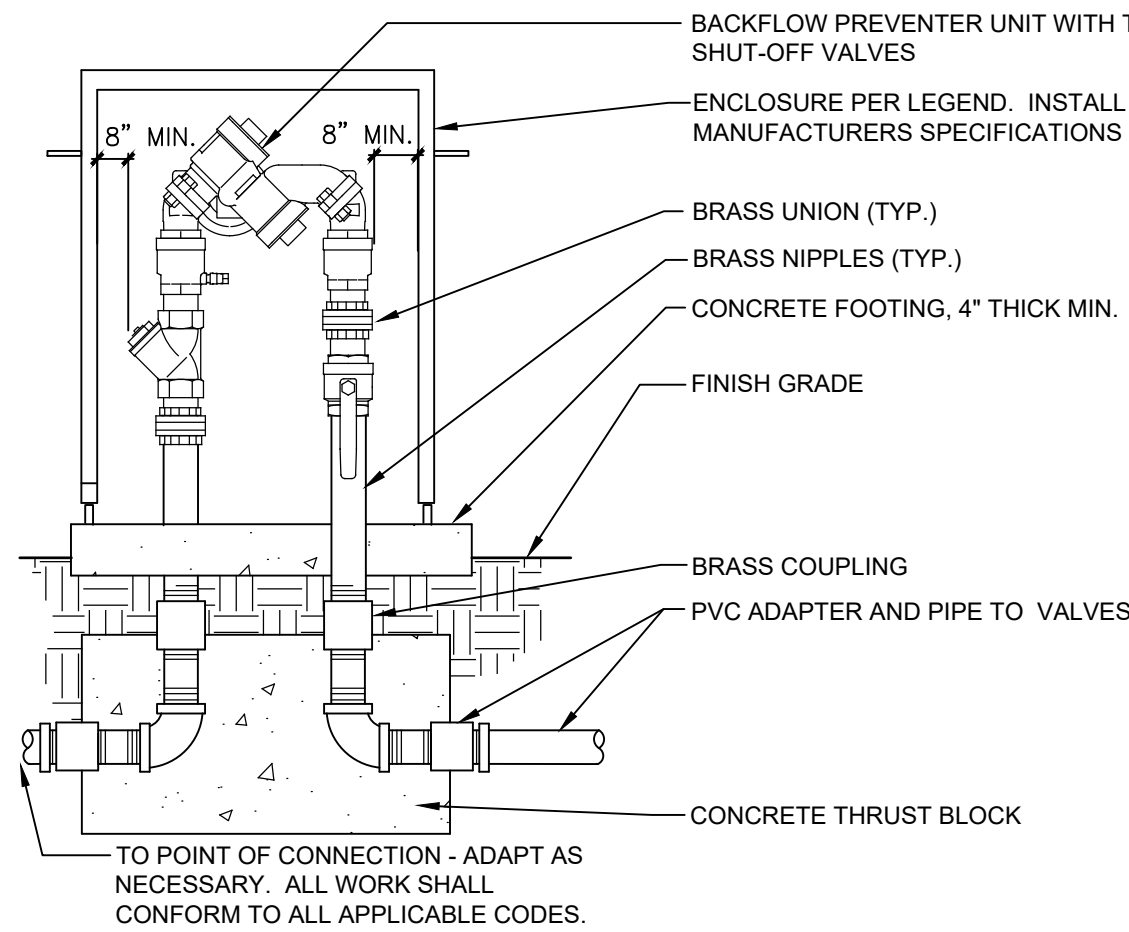
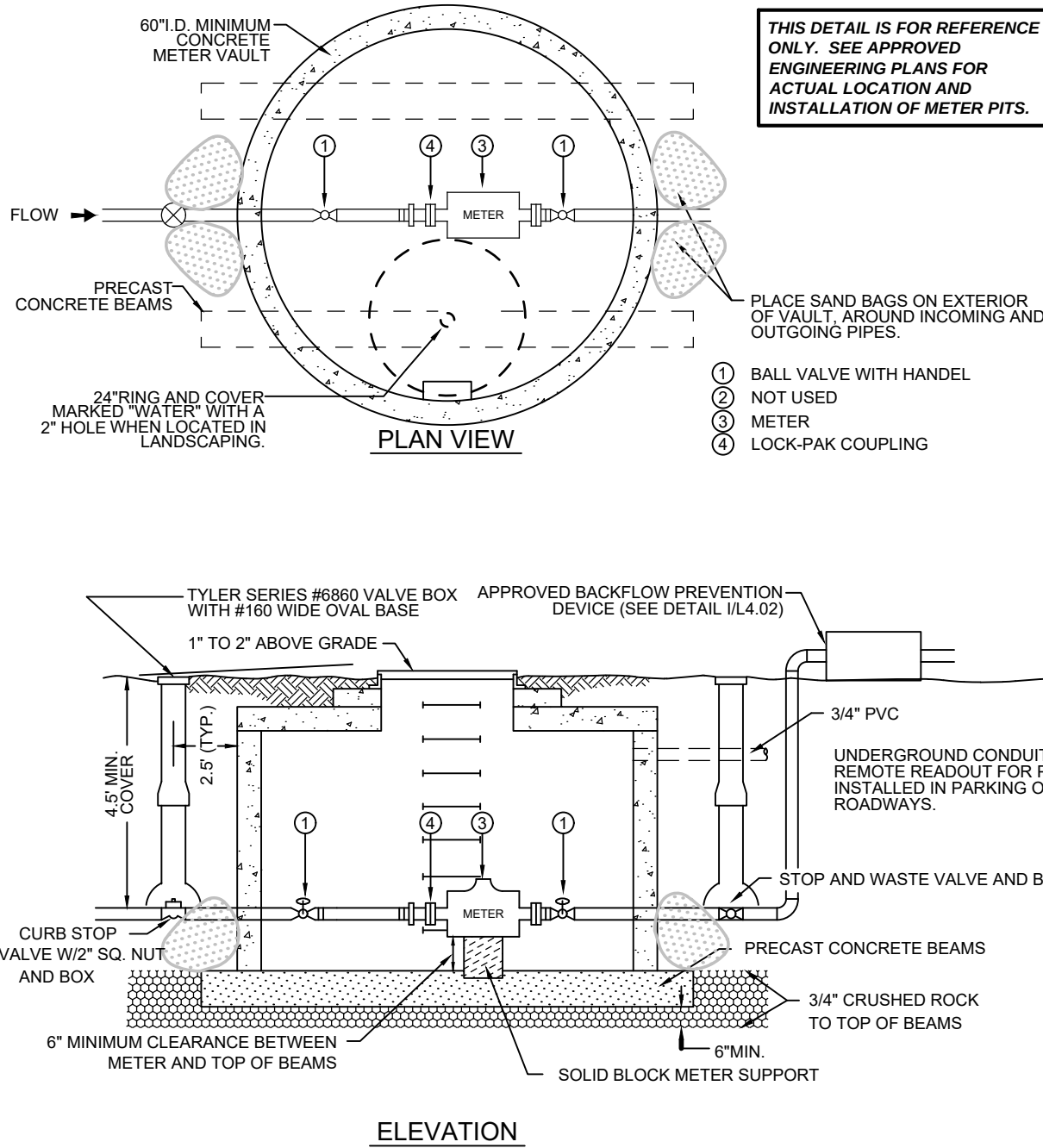
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- NOTES:
1. ALL DETAILS PROVIDED ARE DIAGRAMMATIC AND MUST BE UTILIZED FOR INSTALLATION BY A LOCALLY LICENSED ELECTRICAL INSTALLER IN ACCORDANCE WITH BOTH NATIONAL AND LOCAL ELECTRICAL CODE REQUIREMENTS.
 2. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS SHALL BE MADE TO ANY UL LISTED EQUIPMENT. INSTALLATION SHALL CONFORM TO THE ORIGINAL EQUIPMENT MANUFACTURER'S RECOMMENDATIONS OR NEC, WHICHEVER IS THE MOST CONSERVATIVE METHOD.
 3. ALL WIRE, CONDUIT AND ENCLOSURES SHOWN IN THE ASSOCIATED DETAIL ARE: DIAGRAMMATIC. PROPER SIZING SHALL BE THE RESPONSIBILITY OF THE LOCALLY LICENSED ELECTRICAL INSTALLER.
 4. CONTRACTOR SHALL PROVIDE AND INSTALL A GROUNDING ROD OR PLATE PER THE MANUFACTURER'S RECOMMENDATIONS. LOCATE GROUNDING ROD / PLATE PER MANUFACTURER.
 5. CONTRACTOR SHALL USE SCHEDULE 40 PVC "GRAY" CONDUIT WITH SWEEP EL SIZED IN ACCORDANCE WITH NEC FOR VARIOUS WIRE SIZE AND COUNTS. (MIN. 600-VOLT INSULATION REQUIRED.)
 6. GROUNDING SHOULD BE TO 10 OHMS OR LESS EARTH GROUND.



A AUTOMATIC CONTROLLER & RAIN SENSOR

B METER PIT

C BACKFLOW

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7600 E. ORCHARD RD, SUITE 350-S
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LENNAR HOMES
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SKETCH/PRELIMINARY & LANDSCAPE PLAN

PARKER, CO

IRRIGATION NOTES & DETAILS

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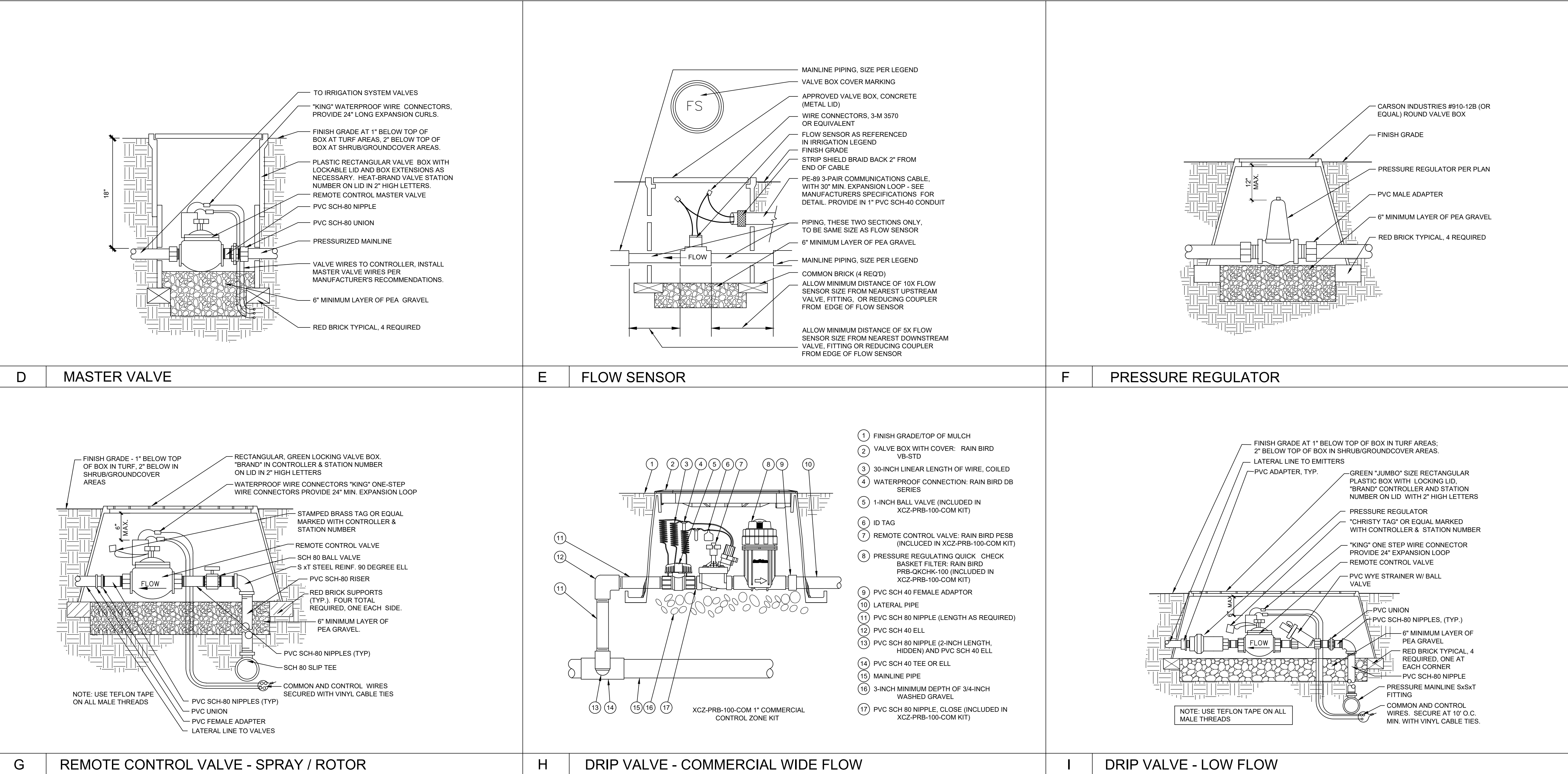
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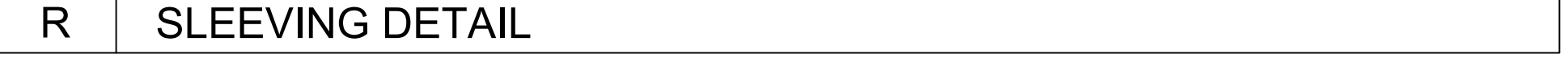
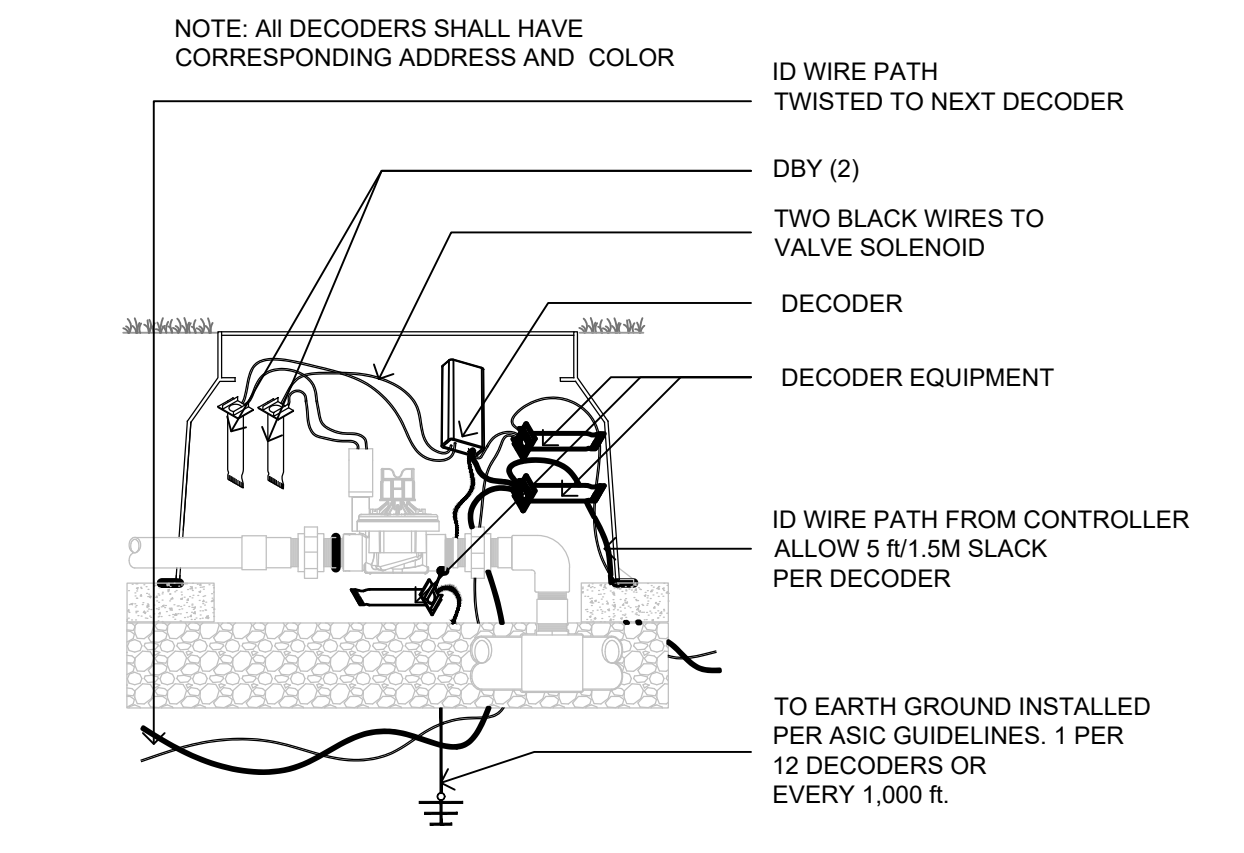
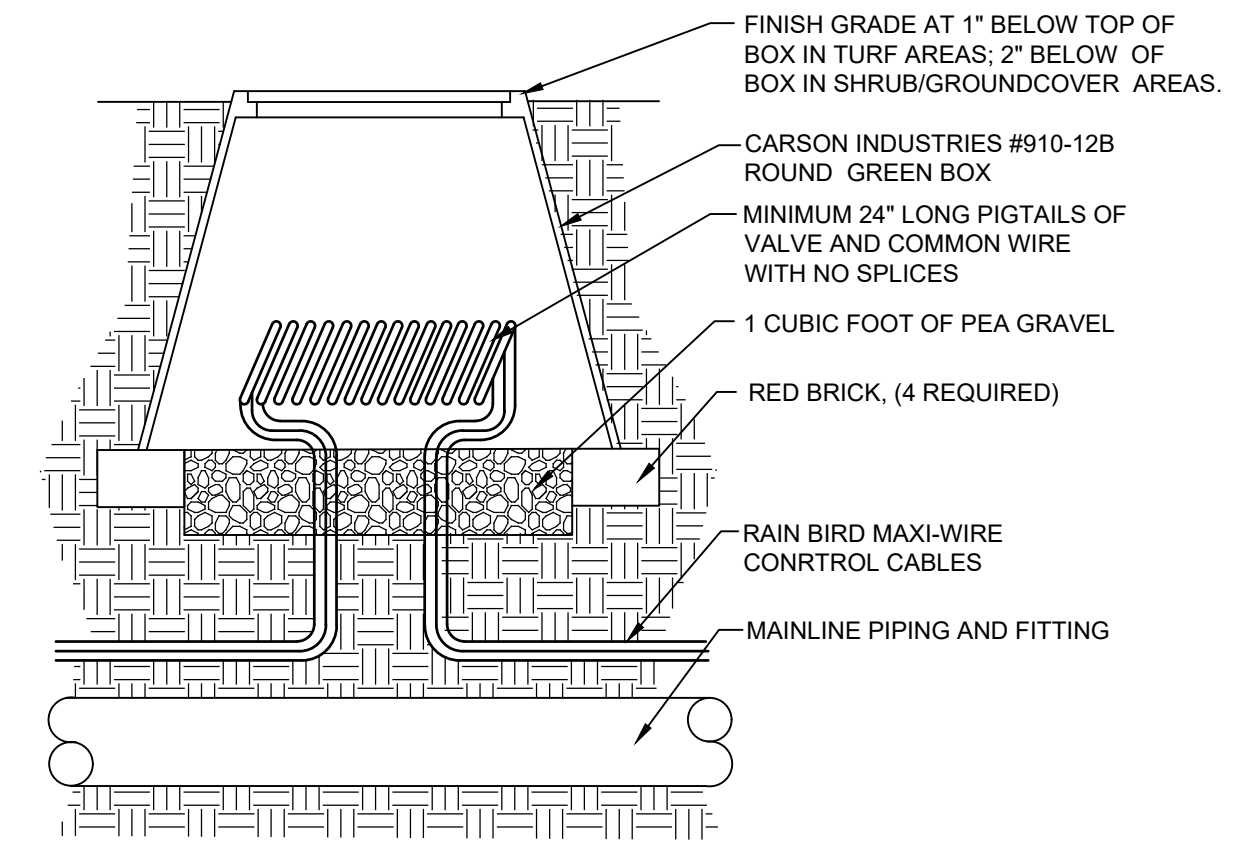
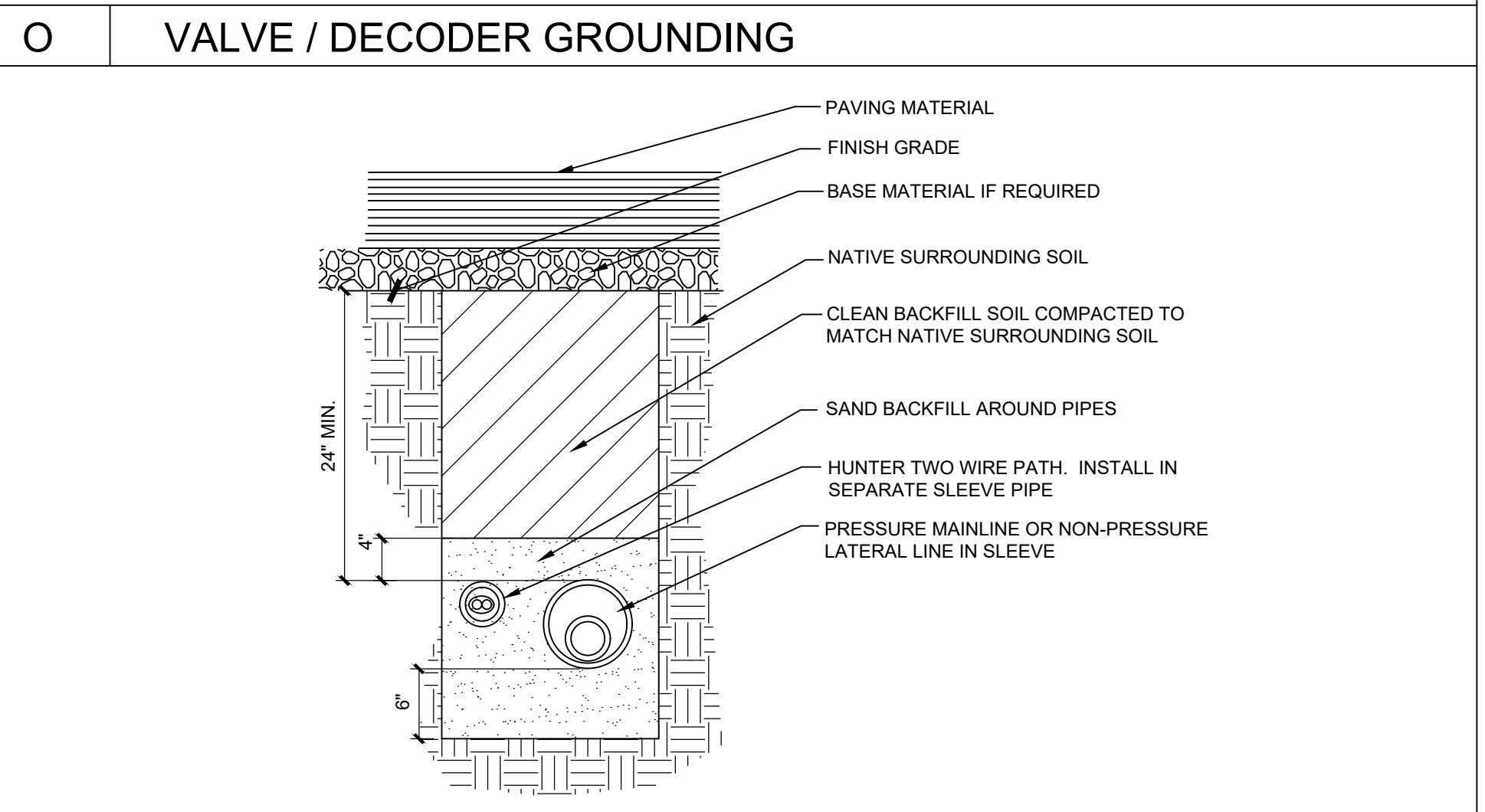
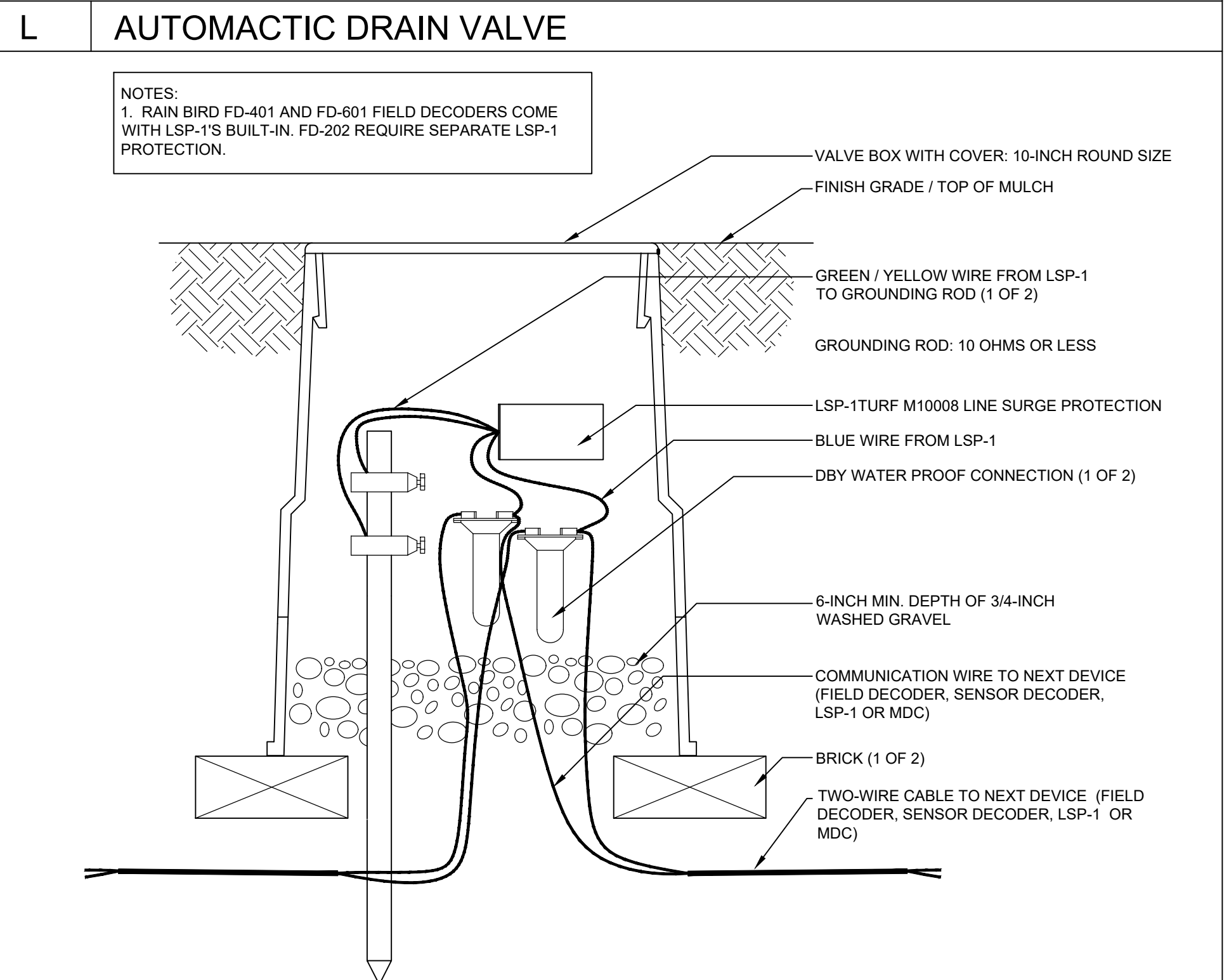
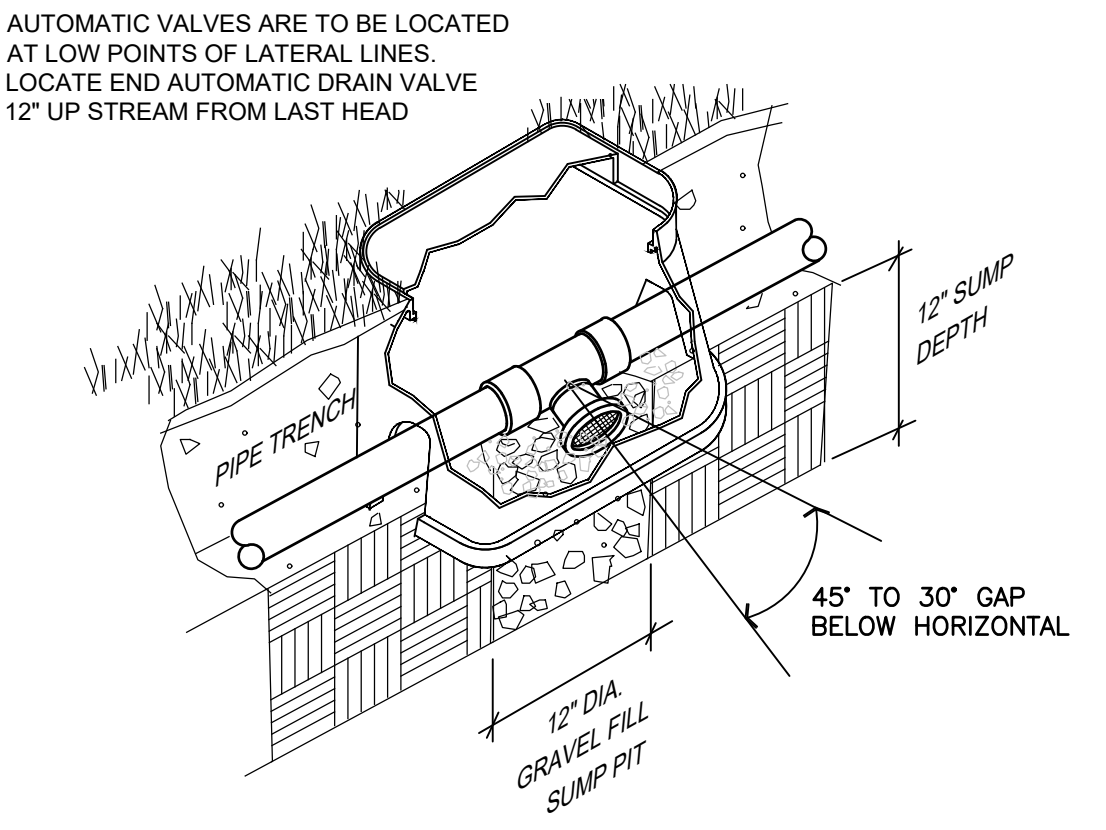
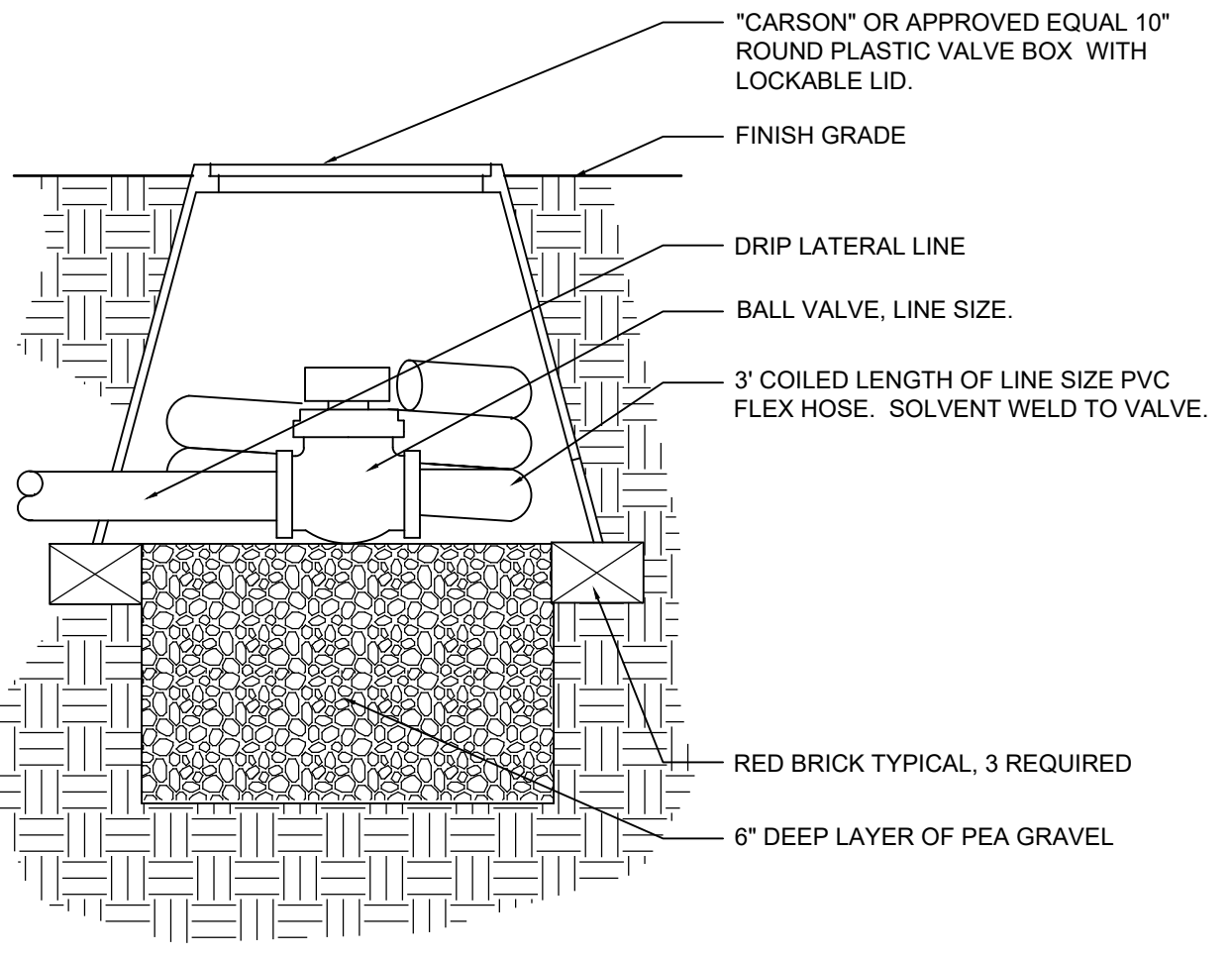
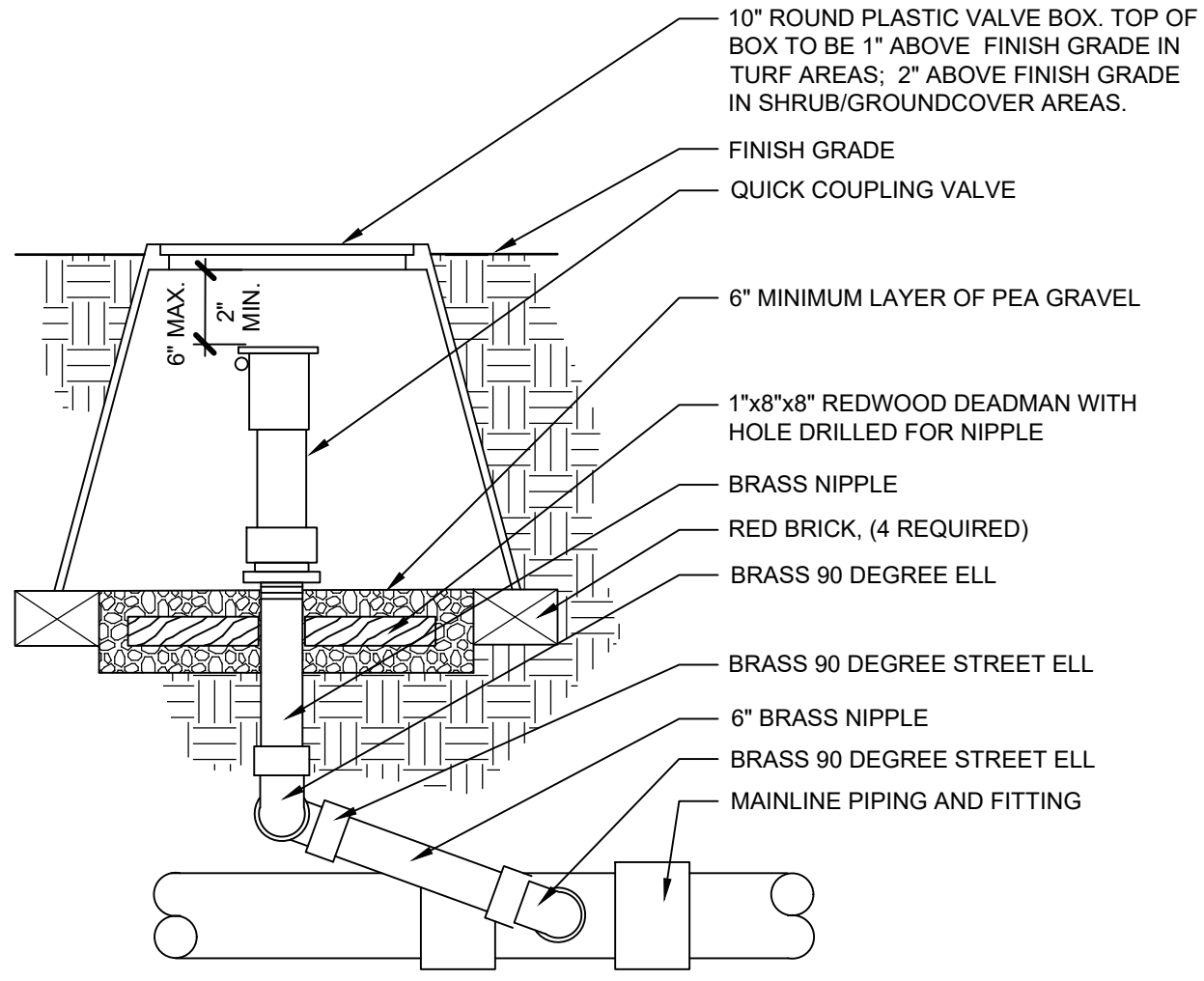


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IRRIGATION NOTES & DETAILS

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U	ROTOR HEAD	T	SPRAY HEAD	S	TRENCHING
X	DRIP EMITTER DIAGRAM	W	MULTI-PORT DRIP FOR TREES	V	DRIP LINE TUBE



Planning Commission Staff Report

Planning Commission Date: 8/22/2019

Town Council Date: 9/16/2019

Hearing Type: Public Hearing
COTTONWOOD HIGHLANDS FILING NO. 7 Sketch
and Preliminary Plans
TRAKiT Nos.: SUB18-037 and SUB18-045

Location: Generally located south of Cottonwood Drive between
Chambers Road and Jordan Road

Project Planner: Stacey Nerger, Planner

Applicant: John Cheney, Lennar Homes

Executive Summary: The applicant is proposing Sketch and Preliminary Plans
to subdivide 38.9 acres to allow for 238 duplex units with
associated parks, open space and infrastructure.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plans, subject to the two (2) conditions contained in staff's report:"

- 1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to the Preliminary Plan, as determined by Town staff.*
- 2. The applicant shall meet required setbacks, stagger and zoning as stated with the Cottonwood Highlands Planned Development (PD) Guide and the Parker Land Development Ordinance.*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plans."

"I move the Planning Commission recommend Town Council deny the Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plans as the request does not meet the following approval criteria:"

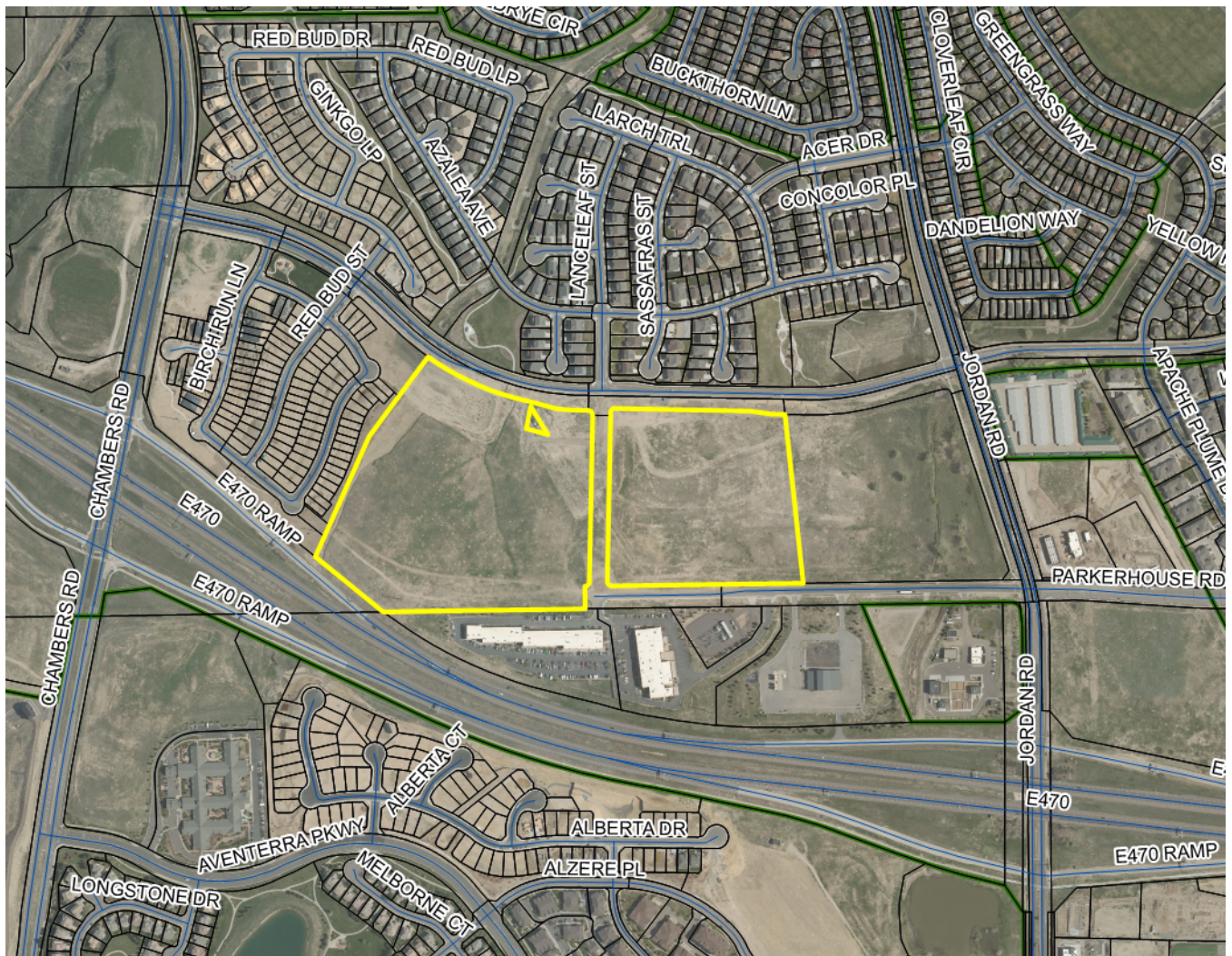
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plans to a future date."

I. BACKGROUND/DISCUSSION

The applicant, Lennar Homes, has submitted Sketch and Preliminary Plans for the two Cottonwood Highlands PD Mixed-Use Planning Areas located on the south side of Cottonwood Drive at the future intersection with Lanceleaf Street to allow for duplex development. The Mixed-Use Planning Areas allow for commercial and/or residential uses, and Duplex is a permitted use. The proposed Sketch and Preliminary Plans include 238 duplex lots ranging in size from 2,490 to 6,321 square-feet along with 5.988 acres of park and 2.563 acres of open space dedications as required by the Land Development Ordinance and the Cottonwood Highlands Annexation Agreement.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
October 6, 2003	The original Cottonwood Highlands property which comprises approximately 224 acres of real property was annexed into the Town and rezoned to PD.
September 19, 2011	The Planned Development Map and Annexation Agreement for Cottonwood Highlands were modified in order to align the zoning with the current property ownership through a trade of properties with Compark Village PD.
April 7, 2014	The Annexation Agreement and Cottonwood Highlands PD were amended. The total site area was reduced to 201.7 acres and Mixed-Use and Highway Commercial Planning Areas were introduced into the zoning.
November 3, 2014	The Annexation Agreement was amended to allow the payment of school fees at the time of building permit.
June 5, 2017	The Annexation Agreement and Cottonwood Highlands PD were amended to reduce the total site area by 8 acres.
November 6, 2017	The Annexation Agreement and Cottonwood Highlands PD were amended to include Tract A and C of Cottonwood Subdivision Filing No. 11, a stormwater detention pond that was originally constructed in unincorporated Douglas County, but improved as part of the Cottonwood Highlands Development.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	Title 32 Overlay District		
PD & Plan Area	Cottonwood Highlands – Mixed Use Planning Area		
Master Plan Area	E-470		
Site Acreage	39.997 acres		
Subdivision	Cottonwood Highlands		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Existing single-family development within the Cottonwood Highlands.
South	E-470	PD - Planned Development	Existing light industrial development and E-470.
East	E-470	PD - Planned Development	Undeveloped, commercial planning area for Cottonwood Highlands.
West	E-470	PD - Planned Development	Currently under construction for duplex development within Compark Village.

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	E-470 Mixed Use ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	E-470 Mixed Use: Residents should be able to walk and bike to services through a mix of land uses with public amenities to serve the needs of the residents. Appropriate land uses include; multi-family, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the development pattern. Residential at less than 10 dwelling units per acre is not appropriate in this area unless transitioning to adjacent residential development.
Consistent Goals/Strategies	Land Use 1.A Transportation 2.C
Staff Analysis	The proposed duplex development meets the higher density residential development portion of the E-470 Mixed Use Character Area. The proposed Filing No. 7 is a portion of the larger Cottonwood Highlands PD which encourages a mix of uses ranging from single-family, multi-family and commercial. In addition, the southwest corner of Jordan Road and Cottonwood Drive located directly adjacent to this development will consist of future commercial development. The proposed layout and development are supported by the E-470 Mixed Use designation of the Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Preliminary Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 20 feet Side – 5 feet Rear – 10 feet Corner – 10 feet	Specific homes have not been proposed for this development, but the setbacks of the homes will be reviewed at Building Permit.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	30 dwelling units per acre maximum	6 dwelling units per acre	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	60 feet	Specific homes have not been proposed for this development, but the height of the homes will be reviewed at Building Permit.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	N/A	2,490 square feet is the smallest sized lots	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	All streetscape, open space and park landscape requirements are satisfied with the proposed Preliminary Landscape Plan.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Two parking spaces are being provided for each unit with additional guest parking being provided through on-street parking or additional parking spaces added to the subdivision.	☒ Consistent ☐ Inconsistent ☐ N/A
Park Space	0.0239 acres per unit or 5.69 acres	5.988 acres of park space is being proposed within the Preliminary Plan for the duplex development.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Sketch and Preliminary Plans against the requirements in the Cottonwood Highlands PD zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Main access to the development will be provided off Cottonwood Drive and Parkerhouse Road via the future Lanceleaf Street connecting the two roads. There are three full-movement access points located off of Lanceleaf Street, two access points are provided for the east side of the development with one access provided for the west side of the development. An additional connection will be provided through the west duplex development into this subdivision. Individual units will be served by a private roads and alleys. Each alley will serve approximately eight units. A Master Traffic Study was prepared for Cottonwood Highlands and a traffic conformance letter as part of the evaluation of the Sketch/Preliminary Plans.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Aztec Consultants	Minor advisory comments - Comments will need to be addressed at time of Final Plat.
Fire Life Safety	Approved
Parker Building	Building permit cannot be accepted until after Final Plat approval. All permits shall meet the 2018 adopted building code.
Cottonwood Metro District	No comment
Parker Comprehensive Development	Approved
Cottonwood Water and Sanitation District	All requirements of the Cottonwood Water and Sanitation District will be required and reviewed at time of Final Plat.
Cherry Creek Basin Water Quality Authority	No exceptions taken to this submittal.
Douglas County Assessor's Office	No comment
E-470 Public Highway Authority	E-470 strongly discourages residential development adjacent to the highway and is not responsible for noise mitigation. Any access or construction within the E-470 ROW or MUE will require a permit.
Centennial Airport	The proposed development will be subject to numerous aircraft overflights and their associated effects. An Avigation Easement will need to be executed for the property.
Douglas County School District	The School District requests that per the Annexation Agreement for the property, the developer pay \$80,000 per acre with a 5% escalation for school land dedication and \$800.00 per unit be paid for the school mitigation fee. - This will be a requirement written into the Subdivision Agreement at the time of Final Plat.

Xcel	A license agreement will be required pertaining to the high pressure natural gas transmission lines that are within the subject property. The property owner must complete an application for new natural gas service.
IREA	Approved
CenturyLink	Approved to continue forward with Final Plat
Comcast	No comment

VIII. CONCLUSION

The proposed Sketch and Preliminary Plans are consistent with the Town's Master Plan and the applications have demonstrated compliance with the applicable approval criteria including the Land Development Ordinance. Therefore, staff is recommending that Planning Commission recommend approval for this request for the proposed Cottonwood Highlands Filing No. 7 Sketch and Preliminary Plan with the two conditions contained in this report.

IX. RECOMMENDED CONDITIONS

1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to this Preliminary Plan, as determined by Town staff.
2. The applicant shall meet required setbacks, stagger and zoning as stated with the Cottonwood Highlands Planned Development (PD) Guide and the Parker Land Development Ordinance.

X. ATTACHMENTS

1. Sketch and Preliminary Plans
2. Preliminary Landscape Plan
3. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director



Request for Town Council Action

Date: September 16, 2019

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director
Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **LOT 1 O'BRIEN PARK**

EXECUTIVE SUMMARY

The Town of Parker is proposing a site plan amendment and a trade contract agreement to renovate the H2O'Brien Pool facility located at the northeast corner of O'Brien Park.

The proposed project seeks to improve the available amenities and operations of H2O'Brien Pool to ensure the continued use of this popular Town facility. The project will include minor modifications to the exterior of the building such as updated lighting, new outdoor changing areas, improved seating and a new aquatic play element.

This item will also award a trade contract agreement with A.D. Miller Services, Inc. for the H2O'Brien Pool and Building Remodel Project (CIP 19-017) for \$2,488,720.33 plus a 10.65% contingency held outside the agreement by the Town for unforeseen conditions and/or scope changes. The total potential contract amount is \$2,753,720.33.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The H2O'Brien Pool renovation will address a number of maintenance and operational issues while improving its function and appearance.

The proposed site plan amendment has been jointly developed by the Parks and Recreation and Engineering/Public Works Departments with input from the Community Development Department. The proposal incorporates updated pool amenities such as a new aquatic play element, shade structures and additional seating. The proposal will also address minor drainage issues and the deterioration of equipment due to age and intensive use.

This proposed site plan amendment is consistent with Town planning and design criteria. The modifications to the site also correlate with the recommendations for O'Brien Park contained in

the Mainstreet Master Plan. It is therefore consistent with Parker 2035 Master Plan.

The Planning Commission will hold a public hearing regarding the proposed site plan amendment on September 12, 2019 and make a recommendation to Town Council at that time.

The Town publically opened competitive bids on August 21, 2019 for the H2O'Brien Pool and Building Remodel Project (CIP 19-017). The scope of work generally includes reconfiguring, refinishing, relighting and reequipping certain support spaces inside the building; replacing and upgrading the pool mechanical system; removing and replacing select aquatic play elements and adding new site furnishings and landscaping. The work is being done to improve pool and building energy efficiency, pool water chemistry and the quality of the user experience for residents and visitors.

The Town received bids from four (4) contractors with A.D. Miller, Inc. being the lowest responsible bidder. The bid results were as follows:

1) A.D. Miller Services	\$2,488,720.33
2) GH Phipps	\$2,848,780.00
3) Bassett and Associates	\$2,900,000.00
4) Fransen Pittman	\$3,065,980.00

FINANCIAL IMPACT

Total - \$2,753,720.33 consisting of the contract amount and contingency

The funds for this project have been budgeted and appropriated in the Parks, Recreation and Open Space Fund (203-4520-7220).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

1. I move to approve the site plan amendment for Lot 1 O'Brien Park based on staff findings in the Staff Report.

2. I move to approve the staff recommendation for this contract.



Planning Commission Staff Report

Planning Commission Date: 9/12/2019

Town Council Date: 9/16/2019

Hearing Type: Public Hearing
LOT 1 O'BRIEN PARK - Site Plan Amendment
TRAKiT No.: SP19-049

Location: 10795 Victorian Drive

Project Planner: BrieAnna Simon, Associate Planner

Applicant: Town of Parker

Executive Summary: The Town of Parker is proposing a site plan amendment to renovate the pool area and building located at the northeast corner of O'Brien Park. The site is located on the north side of Mainstreet between Parker Road and Victorian Drive.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the site plan amendment to Lot 1 O'Brien Park for the renovation of the pool area and building."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the site plan amendment to Lot 1 O'Brien Park for the renovation of the pool area and building, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move the Planning Commission recommend Town Council deny the site plan amendment to Lot 1 O'Brien Park for the renovation of the pool area and building, as the request does not meet the following approval criteria:"

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

"I move the Planning Commission move to continue the site plan amendment to Lot 1 O'Brien Park for the renovation of the pool area and building to a future date."

I. BACKGROUND/DISCUSSION

This site plan amendment is to update existing pool amenities which include a new aquatic play structure, new shade structures and additional seating areas. The proposed amendment seeks to improve both amenities and operations of the site to insure continued popularity of this Town of Parker amenity. As part of these park improvements, a small area of the pool deck will be regraded to allow for better drainage. Additionally, there are minor modifications to the exterior of the building, including outdoor changing areas, door and lighting modifications. The proposed modifications comply with the Town's Commercial Industrial Multi-Family design standards.

This project addresses a number of issues on the current site, both functional and aesthetic. The site has some minor drainage issues, as well as, deterioration of the pool amenities and equipment due to age. The proposed plaza area is directly adjacent to Victorian Drive and will provide for both community activities and a private gathering space to complement the existing baseball field, basketball court and playground at O'Brien Park.

The proposed site plan has been developed jointly with a number of Town departments including Community Development, Public Works and Parks and Recreation.



II. PRIOR ACTIONS

Date	Action
5/17/1999	O'Brien Park Master Plan Approval
10/11/2001	Site Plan Approval (SP01-016)
9/5/2008	Replat of O'Brien Park

III. CURRENT SITE DATA

Existing Zoning	GD - Greater Downtown District
Overlay District	N/A
PD & Plan Area	Greater Downtown District: Town Center
Master Plan Area	Mainstreet Master Plan
Site Acreage	10.37

Subdivision		O’Brien Park	
Existing Use		Public Facility	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Downtown Core	PD - Planned Development	Undeveloped – Future Park Expansion
South	Downtown Core	GD - Greater Downtown District	Commercial
East	Downtown Core	GD - Greater Downtown District	Multifamily Residential and Commercial
West	Downtown Core	GD - Greater Downtown District	Commercial

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan Subarea ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Mainstreet Master Plan envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Building upon this vision, new development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.H
Inconsistent Goals/Strategies	None
Staff Analysis	The Mainstreet Master Plan Area is described within the Master Plan as providing for a variety of uses including “parks and other gathering places for community events”. The proposed pool is designed to accommodate both public events and private gatherings. The proposal is consistent with the 2035 Master Plan.

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Mainstreet Master Plan
Policies/Guidelines/Strategies	Meets the vision and goals for Plan Area and Old Town
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Mainstreet Master Plan includes goals to create a sense of arrival and place. Specific recommendations for the Mainstreet Center include “provide a number of opportunities to expand the current amenities at O’Brien Park and create new and unique park experiences that will continue to draw residents and visitors alike to downtown”. The proposed pool enhancements invites the Mainstreet pedestrian to explore the “place” created by the park itself. This proposal is consistent with the Parker Mainstreet Master Plan.

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 0 Side – None Rear – None Corner – None	Setbacks are not being altered with this application.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	Density is not a component of this application.		☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	No building modifications are included in this proposal that affect height.		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	No minimum or maximum lot size.		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	Lot coverage alterations are not a component of this application.		☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant is replacing trees on the site to bring the landscaping back into compliance with the original site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Parking is not being altered	☒ Consistent

		with this application.	☐ Inconsistent ☐ N/A
Miscellaneous	Title 13.10.140	The new lighting elements will meet the lighting code.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The proposed changes being proposed meet the requirements of the Land Development Ordinance.		

VII. DESIGN REVIEW

The applicable sections of the Commercial, Industrial & Multifamily Design Guidelines emphasize sensitivity to adjacent uses and creative place making design as well as providing a safe and efficient pedestrian and vehicular network. This proposal meets the criteria and is consistent with the Commercial, Industrial & Multifamily Design Standards.

VIII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Access for the site is from Victorian Drive. There are no alterations being proposed to the site access with this application.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Parker Fire & Life Safety	Approved
Public Service Company of Colorado	Approved
Parker Water and Sanitation	Approved
Town of Parker Parks and Recreation	No Comment
IREA	Approved
CenturyLink	No Comment
Comcast	No Comment
Town of Parker Comprehensive Planning	No comment

X. CONCLUSION

This project addresses a number of issues on the current site, both functional and aesthetic. Modifications to the site directly correlate with the recommendations outlined for O'Brien Park in the Mainstreet Master Plan. This application will enhance the current amenities to downtown and the community. Staff supports the proposal.

XI. ATTACHMENTS

1. Applicant's Narrative
2. Site Development Plan

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director



**BARKER
RINKER
SEACAT**
ARCHITECTURE

Site Plan Amendment Submittal

H2O'Brien Pool & Building Remodel

Project Narrative

The H2O'Brien Pool and Building are a part of O'Brien Park. O'Brien Park is around 10 acres and is comprised of an existing parking lot, an existing playground, an existing ball field and the H2O'Brien Pool with building. O'Brien Park is on the northeast corner of Main Street and Highway 83. The H2O'Brien Pool and Building project site is approximately 1.44 acres and in the northeast corner of the Park. The pool and support building were built in 2001. The site includes existing perimeter fencing, a premanufactured pavilion, two water slides, a lap pool, an aquatic play structure and zero entry pool, shade structures, and existing landscaping.

Although the pool is still popular, it is feeling a bit dated and stale. This project aims to improve both amenities and operations to ensure continued popularity for the foreseeable future while increasing efficiency and lowering operational costs.

The existing parking lot and parking area is not part of this project and will not change. We're also trying to limit the amount of landscape changes keeping as much existing landscaping as possible. There are a couple small landscape areas that are being altered. One area is around the existing pavilion where we are removing some small fencing around it and providing ornamental grasses and shrubs to provide a little more privacy and separation with landscaping, versus fencing. The existing outdoor shower area and enclosure are being removed as well as the existing non-functioning splash pad to reconfigure to be a smaller outdoor shower area allowing for more shade structures. This area also has a small amount of landscaping and planting modifications to allow for this as well as a new emergency exit gate north of the building to the east side of the site. There's an existing planter with shrubs and a tree which we are removing the perimeter low walls and replacing it with a steel planter with irregular seating. The tree is remaining with the existing shrubs being replaced.

There is a small area of pool deck drainage that is being re-graded by removing the existing concrete and adjusting the slopes to allow for better drainage. This area occurs east of the existing aquatic play structure. This play structure is being replaced with a 'new and improved' aquatic play structure bringing new life and excitement to the facility. The building itself will see some minor modifications to the exterior of the building. This scope involves removing some doors on the north elevation and filling them in with masonry matching the existing facility. We are then proposing outdoor changing areas with the enclosure being exterior rated solid phenolic partitions. Electrically, the site has existing light poles, bases and fixtures spread around the pool deck. The light poles and bases are remaining with the light fixtures being replaced with new more energy efficient LED light fixtures.

There is no civil, grading or drainage scope of work occurring except for some small localized areas that need drainage corrected (site movement has altered the original drainage). All utilities are existing with no modifications anticipated. There will be some new shade structures and seating areas providing patrons with more options and amenities.

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051
817.527.6880

BRSEARCH.COM

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PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

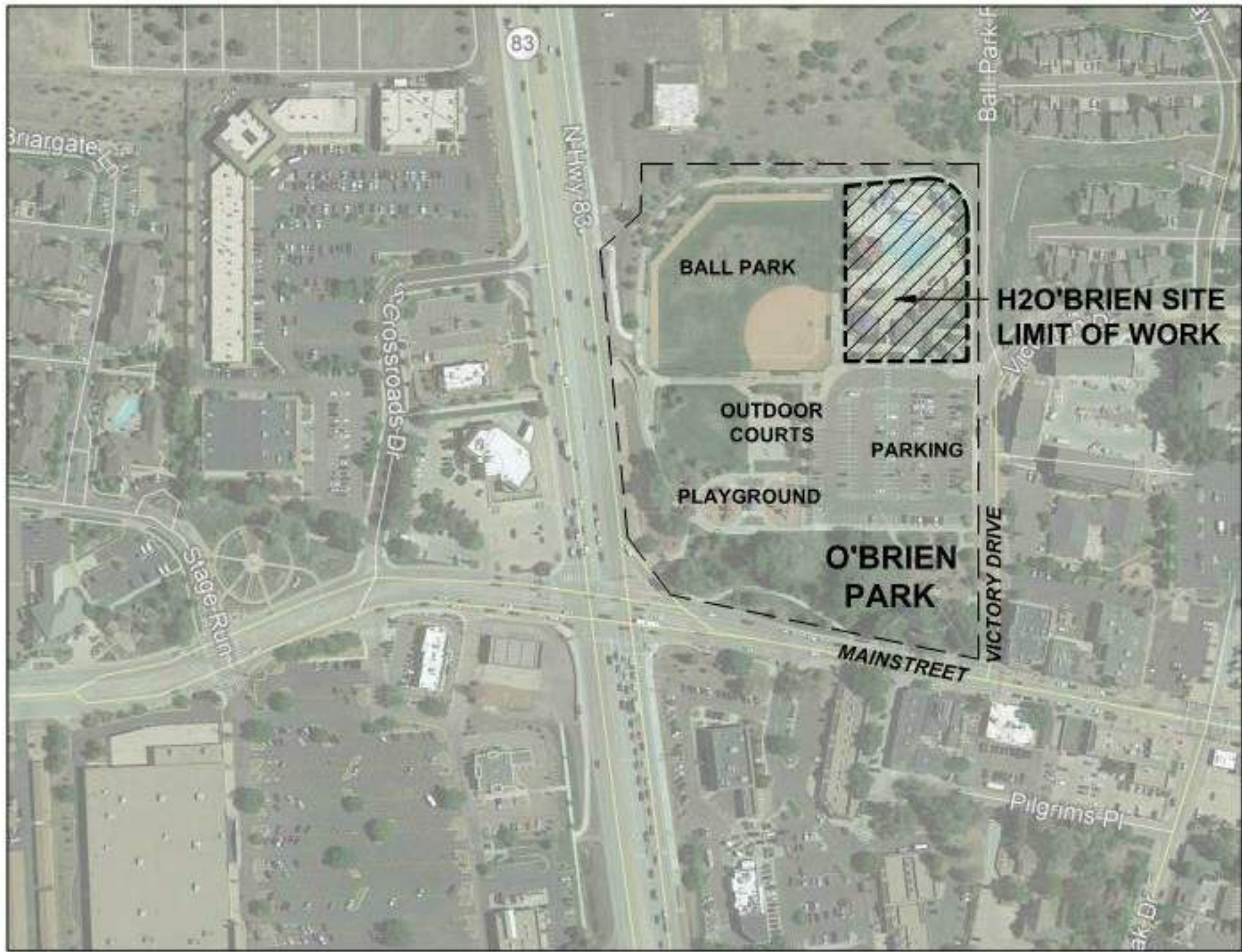
1. PROJECT LOCATION: 17095 VICTORIAN DRIVE, TOWN OF PARKER COLORADO, 80138.
2. SURVEY BY AZTEX CONSULTANTS, INC., 300 EAST MINERAL AVENUE, SUITE 1, LITTLE COLORADO, 80122.

SITE DATA

SITE DATA	SQUARE FEET	% OF TOTAL AREA
BUILDINGS (EXISTING, NO CHANGE)	4,125 SF	6.5%
HARDSCAPE	42,840 SF	68.1%
PARKING	EXISTING, NO CHANGE	
SOFTSCAPE	15,978 SF	25.4%
TOTAL SITE AREA	62,943 SF	100%

PARKING	EXISTING SPACES	PROPOSED SPACES
	160+9 HC STALLS	**

**NOTE: OBrien Park's parking is existing with no proposed changes to the parking area.



PROJECT SITE MAP

NOT TO SCALE

SHEET INDEX

SHT #	NAME	SHEET TITLE
1	CVR	COVER SHEET
2	EX1	SITE SURVEY
3	L0	SHEET INDEX, LANDSCAPE NOTES & SITE FURNISHINGS TABLE
4	L1	SITE PLAN
5	L2	SITE PLAN ENLARGMENTS
6	L3	SITE PLAN DETAILS
7	L4	LANDSCAPE PLAN
8	L5	PLANTING DETAILS
9	L6	TREE CONSERVATION PLAN
10	A1	BUILDING ELEVATIONS
11	A2	AQUATICS PLAY FEATURE
12	E1	ELECTRICAL SITE/PHOTOMETRIC PLANS
13	E2	ELECTRICAL SITE DETAILS



brsarch.com

H2O'BRIEN POOL & BUILDING REMODEL
10795 Victorian Drive, Parker, CO 80138



Project Number:	2018.114
Issue:	Site Plan Amendment
Date:	May 6, 2019
Drawn By:	Author
Checked By:	Checker
Revisions:	
Description	Date:
Amendment Revisions	7.11.2019
Site Plan Amend. Revs	8.12.2019

Sheet title:

CVR

OWNER

TOWN OF PARKER
20120 EAST MAINSTREET
PARKER, CO 80138
PHONE: (303) 805-3159
WWW.PARKERONLINE.ORG
CONTACT: BOB EXSTROM

DESIGN TEAM

Architect
Barker Rinker Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, CO 80216
(303) 455-1366
jasonringdahl@brsarch.com
Andy Stein
andystein@brsarch.com

Landscape Architect
StudioCPG
4383 Tennysone Street #1A
Denver, CO 80212
(303) 455-3779
Billy Gregg
billy@studiocpg.com
Abigail Griffith
abigail@studiocpg.com

Irrigation Consultant
Hydrosystems-KDI
860 Tabor Street, Suite 200
Lakewood, CO 80401
(303) 980-8327

Structural Engineer
Jirsa Hedrick & Associates, Inc.
8490 East Crescent Parkway, Suite 250
Greenwood Village, CO 80111
(303) 839-1963
Ed Buteyn
ebuteyn@jirsahedrick.com

Mechanical/Plumbing Engineer
The Ballard Group
2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227
(303) 988-4514
Jon Brooks
jbrooks@aedesign-inc.com
Mitch Hanson
mhanson@aedesign-inc.com

Electrical Engineer
AE Design
1900 Wazee Street, Suite 205
Denver, CO 80202
(303) 296-3034
Jon Brooks
jbrooks@aedesign-inc.com
Mitch Hanson
mhanson@aedesign-inc.com

Aquatic Designer
Water Technology Inc.
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916
(920) 887-7375
Doug Whiteaker
dwhiteaker@watertechnologyinc.com
Aldo Coronado
acoronado@wtiworld.com

PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

LEGEND

	SANITARY MANHOLE
	SANITARY UNDERGROUND
	STORM CORRUGATED METAL PIPE
	STORM INLET
	STORM DOWN DRAIN
	STORM FES
	STORM MANHOLE
	STORM REINFORCED CONCRETE PIPE
	ELECTRIC BREAKER BOX
	ELECTRIC CABINET
	ELECTRIC TRANSFORMER
	ELECTRIC UNDERGROUND
	LIGHT POLE
	ELECTRIC VAULT
	ELECTRIC OUTLET
	FIBER OPTIC UNDERGROUND
	FIBER OPTIC VAULT
	GAS LINE UNDERGROUND
	GAS METER
	IRRIGATION METER
	IRRIGATION VALVE
	IRRIGATION VAULT
	MISC
	EX CONT-MJR
	EX CONT-MNR
	LANDSCAPE EDGE
	TREE DECIDUOUS
	TREELINE
	FENCE POST
	FENCE
	SIDEWALK
	BENCH
	BIKE RACK
	TRASH CAN
	EDGE CONCRETE
	TRAIL
	CURB LIP OF GUTTER
	CURB TOP BACK
	FLOWLINE
	CURB TOP FACE
	CHASE
	SWALE FLOWLINE
	LINEMARKING WHITE STRIPE SOLID
	SIGN
	BUILDING
	BUILDING OVERHANG-EAVE
	STEPS
	STRUCTURE
	COLUMN
	WALL
	CONCRETE
	ASPHALT PAVEMENT
	GRAVEL ROAD
	WALL
	BUILDING EAVE

GENERAL NOTES

- BENCHMARK: DOUGLAS COUNTY GIS #1.075024 (AZTEC #AZDC410). RECOVERED A 3 1/4" ALUMINUM CAP LOCATED ON THE SOUTH SIDE OF TODD DRIVE WEST OF THE INTERSECTION AT MOTSENBOCKER ROAD, WEST OF THE NORTH-SOUTH WOOD FENCE, NORTH OF THE ELECTRICAL TRANSFORMER AND SOUTH OF THE TELEPHONE PEDESTALS.
NAVD88 ELEV=5922.17'
- ALL LINEAL UNITS SHOWN ARE U.S. SURVEY FEET.
- DATE OF SURVEY: THE FIELDWORK FOR THIS SURVEY WAS PERFORMED ON APRIL 2, 2019.
- THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE. LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY AZTEC CONSULTANTS INC. UTILITY LOCATES DEPARTMENT ON APRIL 2, 2019.
- THIS TOPOGRAPHY MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT SITE IMPROVEMENTS AND GROUND FEATURES AS THEY EXISTED ON THE DATE SURVEYED.
- PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES. PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FORMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING * 1.0003179891) - 1000000.026
PROJECT EASTING = (STATE PLANE EASTING * 1.0003179891) - 3000000.031

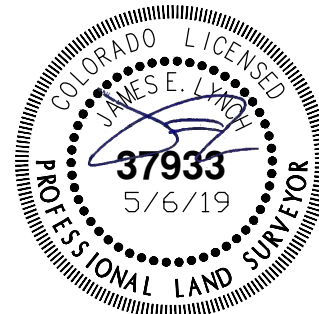
SURVEYOR'S STATEMENT

I, JAMES E. LYNCH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE TOPOGRAPHIC EXHIBIT SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.

JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

STATUTE OF LIMITATIONS

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.



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H2O'BRIEN POOL & BUILDING REMODEL
10795 Victorian Drive, Parker CO 80138



Project Number: 2018.114
Issue: Site Plan Amendment
Date: May 6, 2019
Drawn By: JRT
Checked By: JEL

Revisions:
Rev. Date:

Sheet title:
SITE SURVEY

EX.1

SHEET 2 of 13

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SHEET INDEX:

- L0
- SHEET INDEX LANDSCAPE NOTES & FURNISHINGS SCHEDULE
- L1
- SITE PLAN
- L2
- SITE PLAN ENLARGEMENTS
- L3
- SITE PLAN DETAILS
- L4
- LANDSCAPE PLAN
- L5
- PLANTING DETAILS
- L6
- TREE CONSERVATION PLAN

LANDSCAPE NOTES

1.
- EXISTING CONDITIONS:** CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT PREVIOUSLY UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER FOR DECISION.
2.
- EXISTING VEGETATION:**
A. PROTECT IN PLACE ALL EXISTING PLANTINGS. ANY TREES LOCATED WITHIN THE LIMIT OF WORK TO BE PROTECTED PER TREE PROTECTION DETAIL. RE: 2/SP1
3.
- UTILITIES:** THESE DRAWINGS REPRESENT ONLY THE APPROXIMATE LOCATION OF UTILITIES AND ARE INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO BEFORE DIGGING, INCLUDING BUT NOT LIMITED TO, TRENCHING AND SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR AT LOCATIONS OF PROPOSED SHRUBS, OR WITHIN EIGHT (8) FEET OF PROPOSED TREES, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE PROJECT MANAGER. DAMAGE TO EXISTING UTILITIES BY THE LANDSCAPE CONTRACTOR IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
4.
- SITE PREPARATION:** LANDSCAPE CONTRACTOR TO REMOVE ALL ROCK AND DEBRIS OVER 1" IN SIZE AND REMOVE OFF SITE. PROVIDE FINISH GRADES WHILE MAINTAINING POSITIVE DRAINAGE. CONTRACTOR TO NOTIFY THE PROJECT MANAGER OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.
5.
- SOIL AMENDMENT:** SOIL CONDITIONER:AMEND SOIL AT A RATE OF FOUR (4) CUBIC YARDS PER ONE THOUSAND (1,000) SQUARE FEET* WITH SOIL CONDITIONER CONSISTING OF AGED ORGANIC MATTER, FREE OF WEED OR OTHER NOXIOUS PLANT SEEDS, LUMPS, STONES, OR OTHER FOREIGN CONTAMINANTS HARMFUL TO PLANT LIFE, AND HAVING THE FOLLOWING CHARACTERISTICS BASED ON A NUTRIENT TEST PERFORMED NO LONGER THAN 3 MONTHS PRIOR TO ITS INCORPORATION INTO THE PROJECT:

ORGANIC MATTER: TWENTY FIVE PERCENT (25%) MAXIMUM.

SALT CONTENT: FIVE (5.0) MMHOS/CM MAXIMUM.

PH: 7.5, MAXIMUM.

CARBON TO NITROGEN RATIO SHALL BE LESS THAN 20:1.
6.
- PLANT MATERIAL FOR RESTORED AREAS:**

ALL PLANT MATERIAL SHALL MEET REQUIREMENTS OF ALL CONTRACT DOCUMENTS. ALL PLANT MATERIAL SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.

ALL TREES, SHRUBS AND OTHER PLANT MATERIALS ARE TO BE APPROVED BY THE PROJECT MANAGER PRIOR TO DELIVERY AND AGAIN AFTER DELIVERY TO SITE. ANY PLANT NOT MEETING APPROVAL MAY BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE PER SPECIFICATIONS.

ALL PLANT MATERIAL LOCATIONS ARE TO BE STAKED BY THE CONTRACTOR FOR REVIEW BY THE PROJECT MANAGER. ALL ADJUSTMENTS SHALL BE MADE BY THE CONTRACTOR.

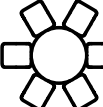
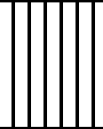
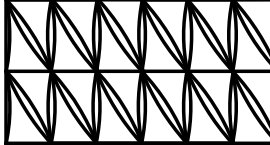
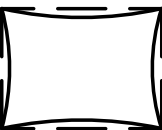
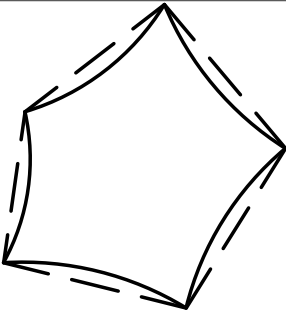
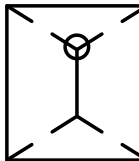
THE CONTRACTOR SHALL NOT DIG PLANT PITS UNTIL LOCATIONS ARE APPROVED. PRE-DIGGING OF PLANT PITS IS NOT ALLOWED. ALL TREE PITS ARE TO BE DUG AFTER TREE IS PLACED AT THE FINAL LOCATION TO ALLOW FOR PROPER TREE PIT DEPTH.
7.
- MULCH:** ADDITIONAL MULCH FOR RESTORED AREAS: MATCH EXISTING
8.
- IRRIGATION:** ALL EXISTING IRRIGATION TO REMAIN IN PLACE. IRRIGATION TO BE ADJUSTED IN RESTORED AREAS AS NEEDED. NO ADDITIONAL IRRIGATION REQUIRED.
9.
- CLEANUP:** ANY CONSTRUCTION DEBRIS OR MUD DROPPED INTO MANHOLES, PIPES, OR TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY CONTRACTOR. CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY CONSTRUCTION WITHIN OR IN THE VICINITY OF THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE DUE TO CONSTRUCTION AT NO ADDITIONAL COSTS TO OWNER.

PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

SITE FURNISHINGS SCHEDULE

SYMBOL	ITEM	QUANTITY	SUPPLIER	PRODUCT	MATERIAL	COLOR	MOUNT	NOTES:
	SQUARE BENCH	6	STREETLIFE	24" ROUGH & READY SQUARE BENCH	ALL BLACK SLATS WITH POWDERCOATED FRAME	POWDERCOATED FRAME COLOR: RAL 9006 LIGHT GREY	SURFACE	RE: 4/L3 FOR INSTALLATION DETAIL
	6 SEAT PICNIC TABLE	9	LANDSCAPE FORMS	CAROUSEL TABLE, 6 SEAT DINING HEIGHT, BACKED GRID SEATS, STEEL HEAD 42" DIA PERFORATED TABLE TOP	POWEREDCOATED METAL	WHITE	SURFACE	PROVIDED AND INSTALLED BY OWNER
	CABANA	2	TUUCI	10'X10' TUUCI EQUINOX CABANA WITH TRELIS TOP & SOLAR SHADE ROOF, & THREE TRELIS WALLS	POWDERCOATED METAL & SOLAR SHADE ROOF	POWDERCOAT COLOR: ASH GREY FABRIC COLOR: WHITE	STAINLESS STEEL BASE PLATES	
	SHADE SAIL WITH FRAME	1	USA SHADE	18' X 34' CUSTOM SAIL WITH FRAME	POWDERCOATED METAL POSTS & SHADESURE FABRIC SAIL	POWDERCOAT COLOR: BLUE, FABRIC COLOR : SILVER & ROYAL BLUE	TBD	
	20'X15' 4 POINT SHADE SAIL	3	USA SHADE	20'X15' 4 POINT SHADE SAIL	POWDERCOATED METAL POSTS & SHADESURE FABRIC SAIL	POWDERCOAT COLOR: BLUE FABRIC COLOR: SILVER	TBD	
	5 POINT SHADE SAIL	1	USA SHADE	23.5' X 23.5' X 23.5' X 20.5' X 20.5' 5 POINT SHADE SAIL	POWDERCOATED METAL POSTS & SHADESURE FABRIC SAIL	POWDERCOAT COLOR: BLUE FABRIC COLOR: SILVER	TBD	
	EXISTING 'WAVE' SHADE SAIL REPLACEMENT	4	USA SHADE	20' X 20' WAVE SHADE SAIL -SAIL ONLY	SHADESURE FABRIC SAIL	ROYAL BLUE & SILVER TO MATCH EXISTING		EXISTING METAL STRUCTURE TO REMAIN, REPLACE SAIL ONLY
	SERIF LOUNGER	9	STREET LIFE	SERIF LOUNGER	CLOUDY GREY SLATS WITH POWDERCOATED STEEL FRAME	FRAME RAL COLOR : RAL 7016 ANTHRACITE	SURFACE	RE: 3/L3 FOR INSTALLATION DETAIL
RE: 5/L3	SURF ISLE FURNISHINGS	1	STREETLIFE	SURF ISLE STRUCTURES	CLOUDY GREY SLATS WITH POWDERCOATED STEEL FRAME	FRAME RAL COLOR : RAL 7016 ANTHRACITE	TBD	
	ADIRONDACK CHAIR	24	LOLL	LOLL ADIRONDACK CHAIR FLAT	100% RECYCLES HIGH DENSITY POLYETHYLENE	SKY BLUE	MOVEABLE	PROVIDED BY OWNER
	SIDE TABLE	6	LOLL	LOLL SATELLITE END TABLE (18")	100% RECYCLES HIGH DENSITY POLYETHYLENE	WHITE	MOVEABLE	PROVIDED BY OWNER
	EQUIPMENT SHADE SAIL	1	USA SHADE	10'X14' SINGLE POST LIFE GUARD SHADE SAIL 10' TALL	POWDERCOATED METAL POSTS & SHADESURE FABRIC SAIL	POWDERCOAT COLOR: TELE GREY FABRIC COLOR: SILVER	TBD	FOR PUMP PIT AND VFD COORDINATION , VERIFY EXISTING UTILITIES AND LIGHT POLE FOUNDATION BEFORE INSTALLATION
NOTE: ALL FURNISHING MANUFACTURERS AS NOTED ABOVE OR APPROVED EQUAL. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. INSTALL ALL SITE FURNISHINGS ON 6" DEPTH CONCRETE PAD, MINIMUM 12" WIDER THAN FURNISHING IN ALL DIRECTION. INSTALL PER MANUFACTURER'S DIRECTIONS. ALL SUBSTITUTIONS TO BE APPROVED BY OWNER AND OWNER'S REPRESENTATIVE. FINAL COLOR SELECTIONS TO BE DETERMINED.								



SQUARE BENCH



SERIF LOUNGER



6 SEAT PICNIC TABLE



CABANA



SHADE SAILS



CLOUDY GREY SLATS



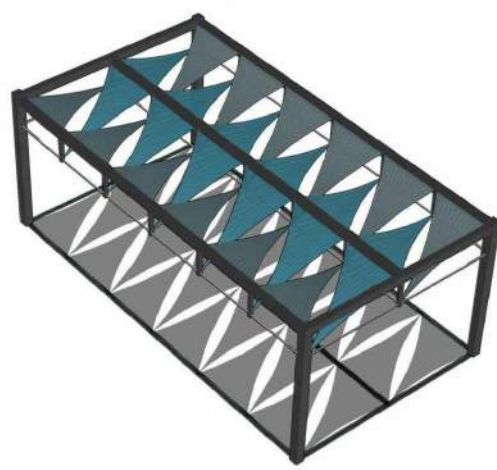
ALL BLACK SLATS



ADIRONDACK CHAIR



SIDE TABLE



SHADE SAIL WITH FRAME



EQUIPMENT SHADE SAIL



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H2O'BRIEN POOL & BUILDING REMODEL

10795 Victory Drive, Parker, CO 80138



Project Number: 2018.114
Issue: Site Plan Amendment
Date: May 6, 2019
Drawn By: AG
Checked By: BG

Revisions:
Rev. Date:
Amendment Revisions 7.11.2019
Site Plan Amend. Revs 8.12.2019

Sheet title:
SHEET INDEX, LANDSCAPE
NOTES & FURNISHINGS
SCHEDULE

L0

SHEET 3 OF 13

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 PLANTING AREAS,
POTENTIAL AREAS OF
LANDSCAPE DISTURBANCE
+/- 1,240 SF

 EXISTING MATURE
LANDSCAPE TO REMAIN,
PROTECT IN PLACE, RE: L6

 REMOVE AND REPLACE 6" CONCRETE RE: 2/L3

 CRUSHER FINES RE: 1/L3

— — — EXISTING FLOW LINES

4' SINGLE MAN GATE
PROJECT LIMIT

1. ALL PARKING ON SITE IS EXISTING FOR O'BRIEN PARK AND POOL FACILITY. PARKING WILL REMAIN AS IS.
2. ALL UTILITIES TO REMAIN AS IS.
3. ALL EXISTING GRADING AT LANDSCAPE & PAVING AREAS TO REMAIN AS IS UNLESS NOTED OTHER WISE.

OBRIEN PARK

THE TOWN OF PARKER

A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

H2O'BRIEN SITE LIMIT OF WORK

Labels on map: BALL PARK, OUTDOOR COURTS, PLAYGROUND, PARKING, O'BRIEN PARK, MAIN STREET, VICTORY DRIVE, CROSSROADS DR., NHWY 83, BALL PARK F.



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STUDIO CPG
Landscape Architecture & Planning

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H2O'BRIEN POOL & BUILDING REMODEL

110795 Victory Drive, Parker, CO 80138



Project Number: 2018.114
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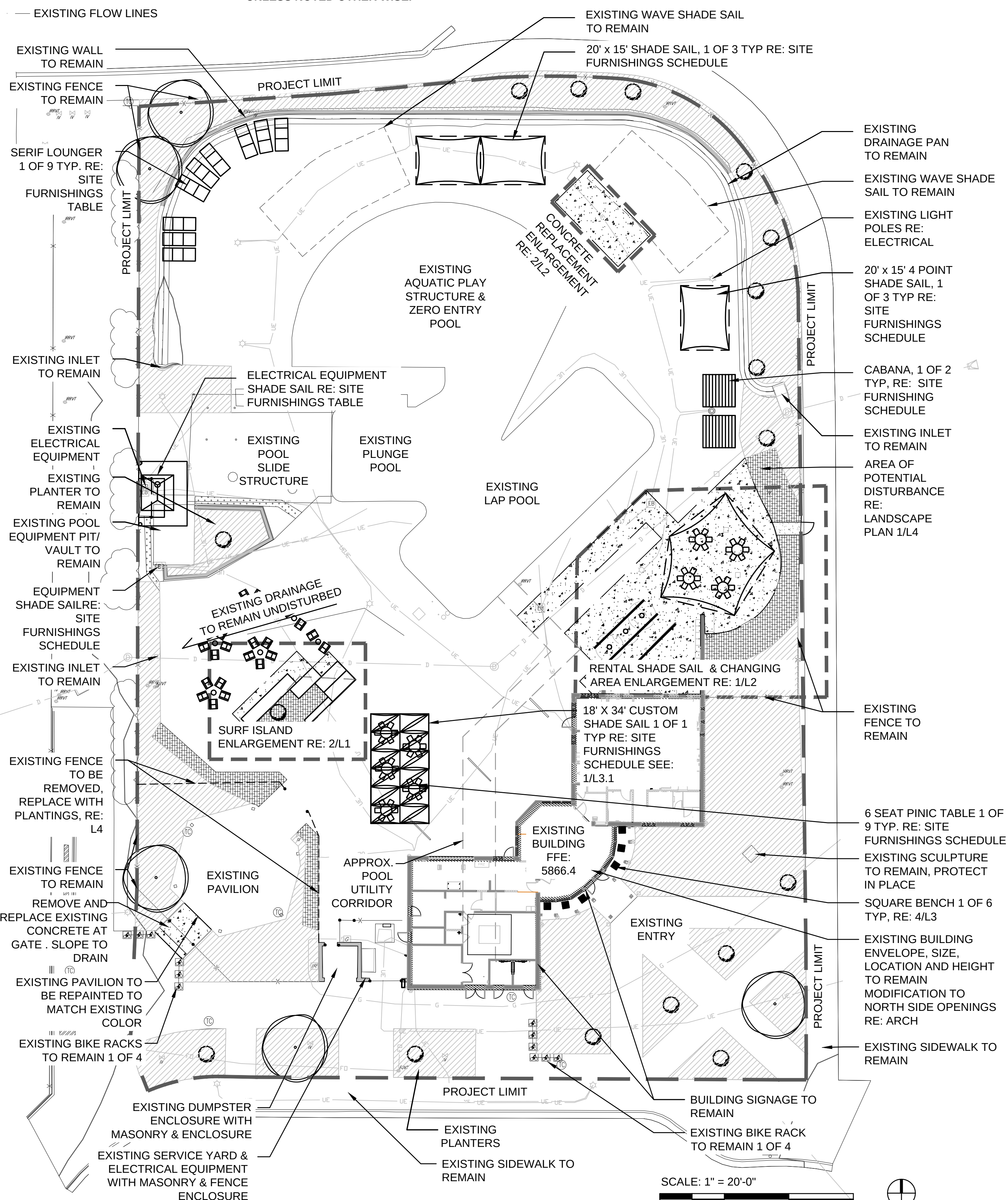
Rev.	Date:
Amendment Revisions	7.11.2019
Site Plan Amend. Revs	8.12.2019

Sheet title:
SITE PLAN

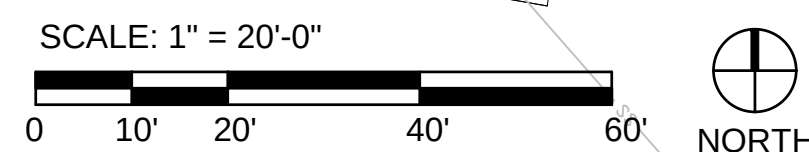
L1

SHEET 4 OF 13

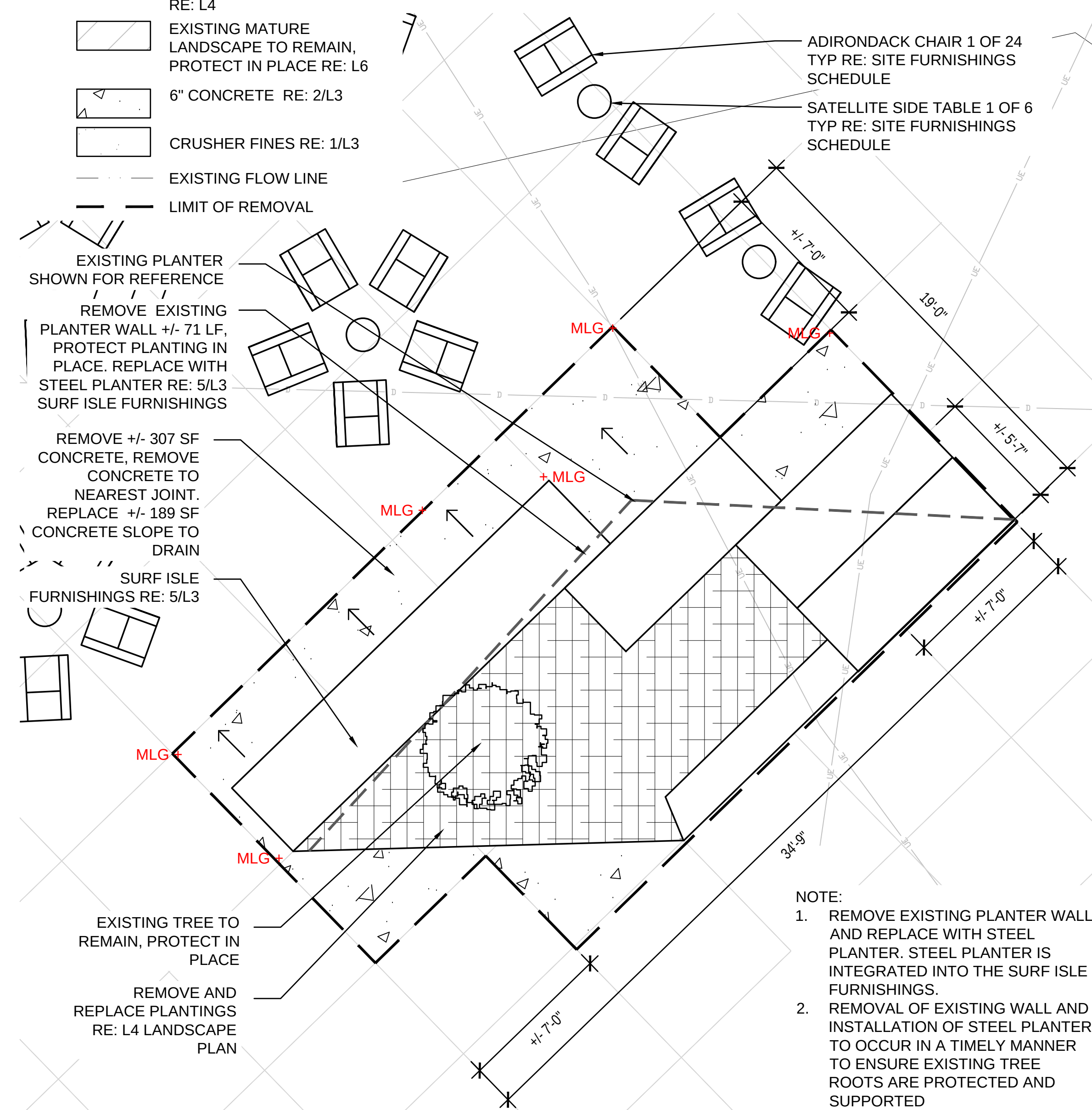
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1 SITE PLAN
L1 PLAN



-
PLANTING AREA,
POTENTIAL AREA OF
LANDSCAPE DISTURBANCE
RE: L4
-
EXISTING MATURE
LANDSCAPE TO REMAIN,
PROTECT IN PLACE RE: L6
-
6\"
-
CRUSHER FINES RE: 1/L3
-
EXISTING FLOW LINE
-
LIMIT OF REMOVAL



NOTE:

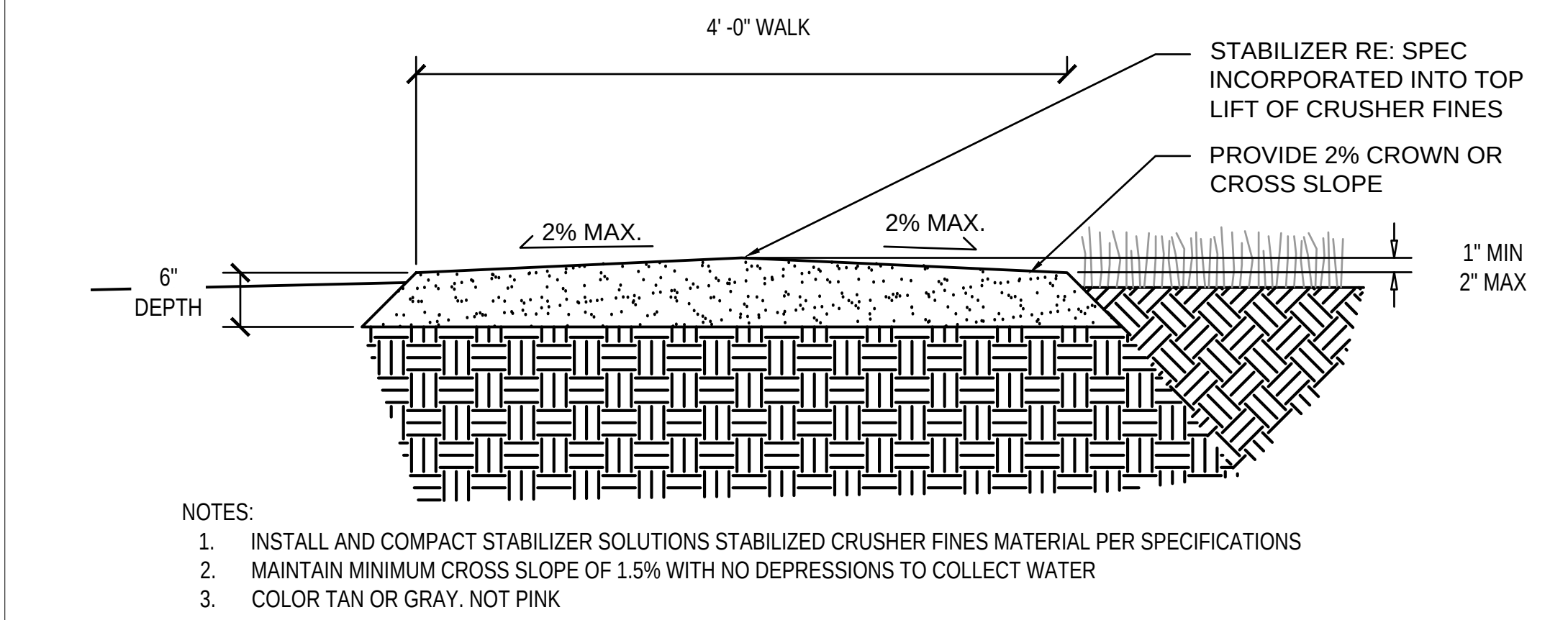
1. REMOVE EXISTING PLANTER WALL AND REPLACE WITH STEEL PLANTER. STEEL PLANTER IS INTEGRATED INTO THE SURF ISLE FURNISHINGS.
2. REMOVAL OF EXISTING WALL AND INSTALLATION OF STEEL PLANTER TO OCCUR IN A TIMELY MANNER TO ENSURE EXISTING TREE ROOTS ARE PROTECTED AND SUPPORTED

SCALE: 1/4" = 1'-0"

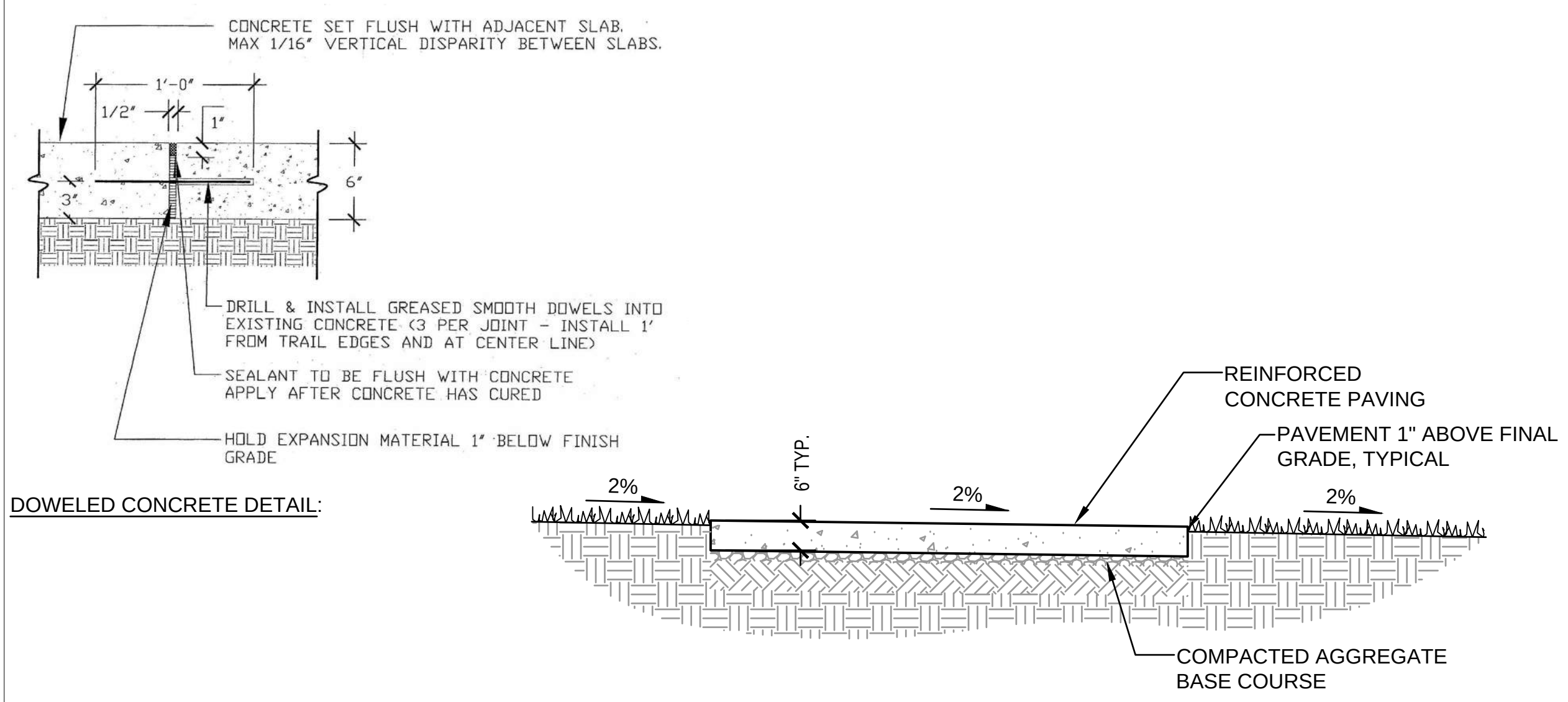


2 SURF ISLAND FURNISHINGS ENLARGEMENT
L1 PLAN

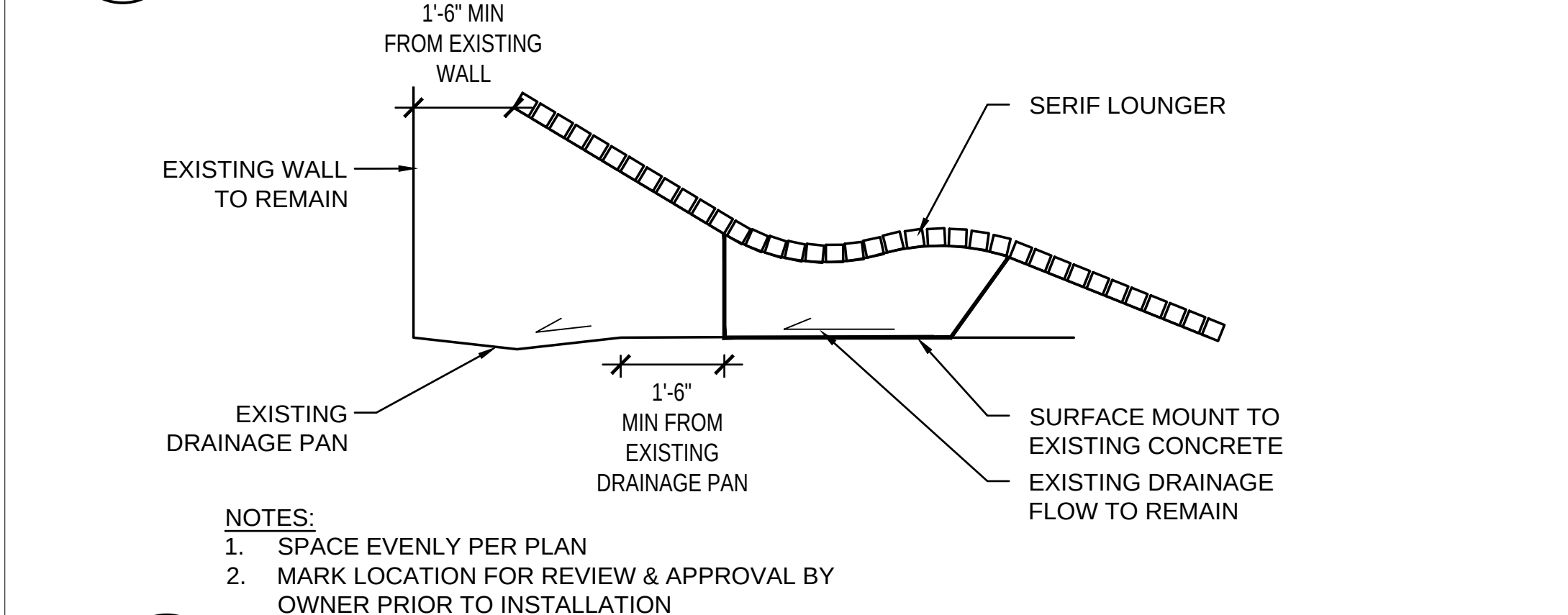
L1) PLAN



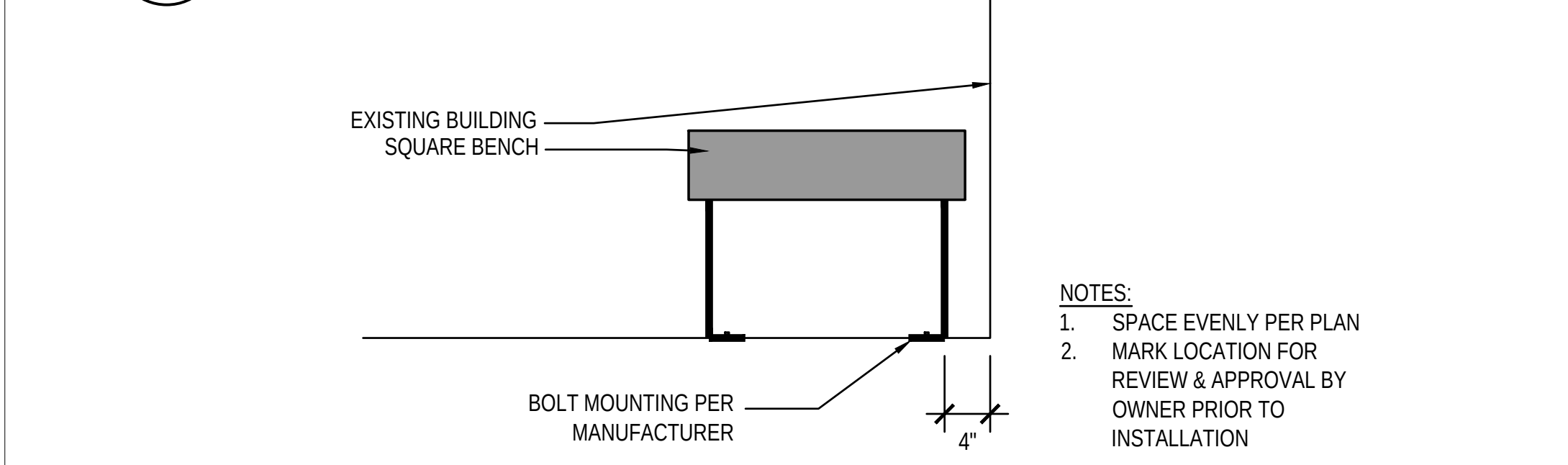
1 CRUSHER FINES
L3 SECTION
1"=1'-0"



2 6" CONCRETE TYP
L3 SECTION
1"=1'-0"



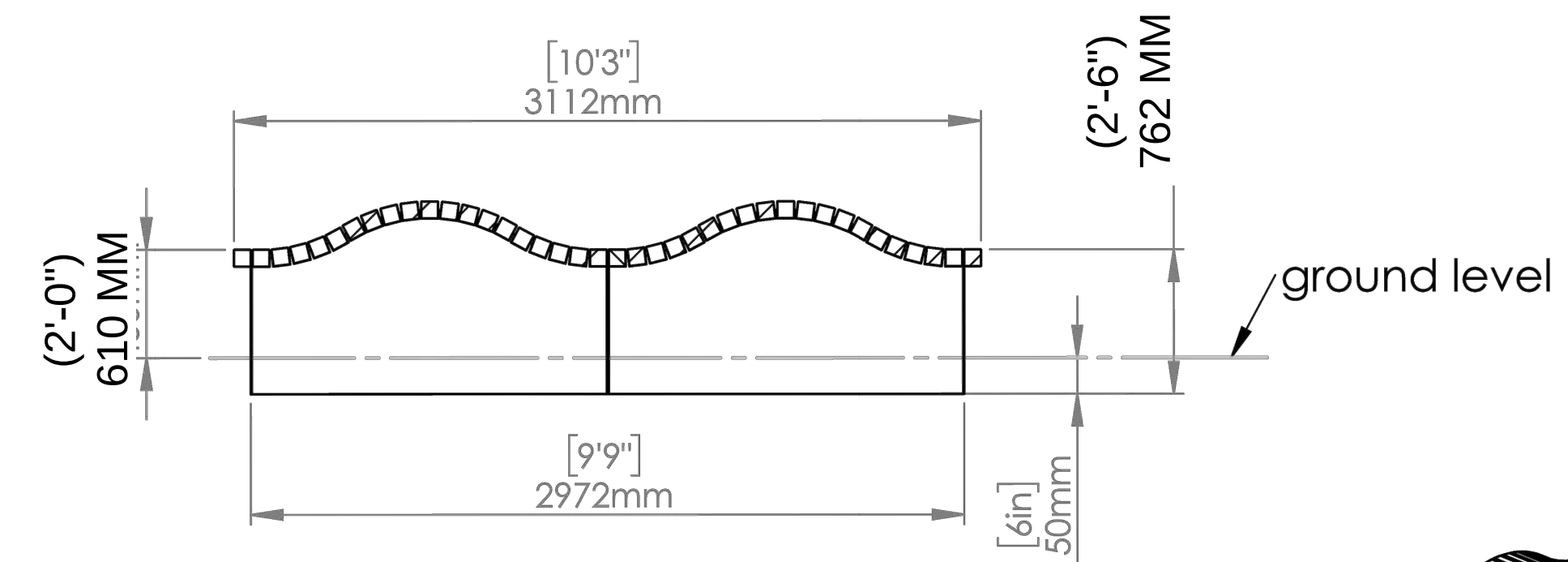
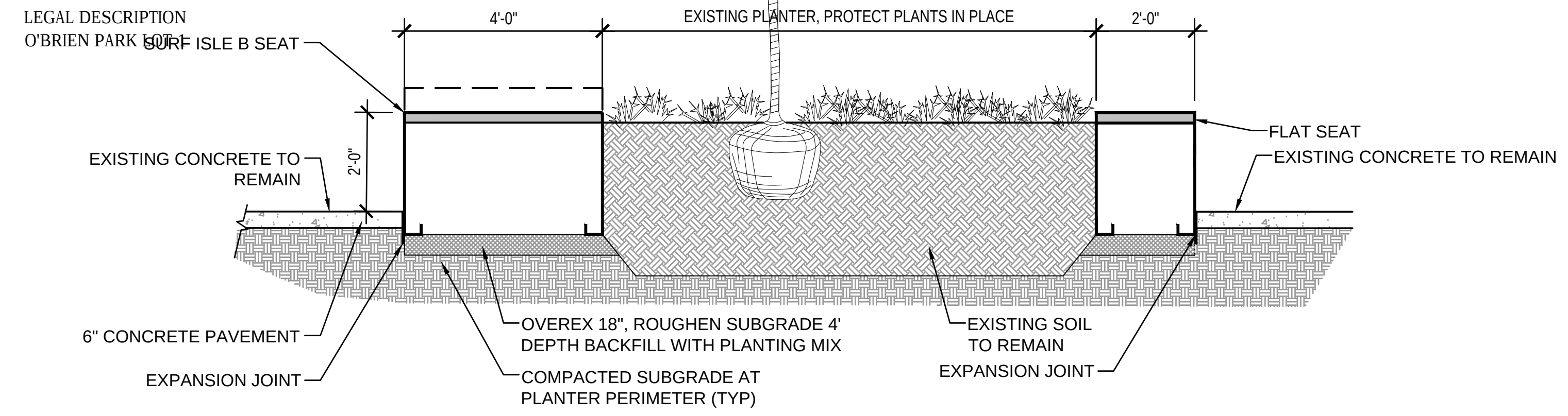
3 SERIF LOUNGER
L3 SECTION
NTS



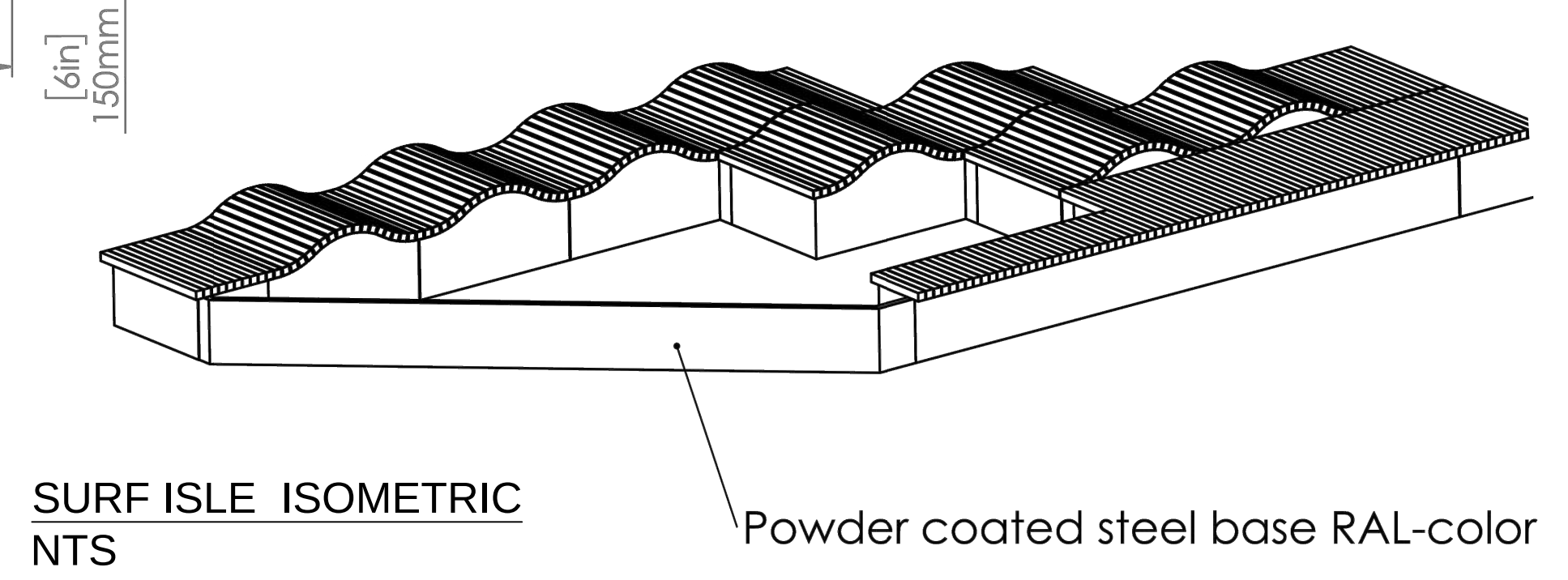
4 SQUARE BENCH
L3 SECTION
1"=1'-0"

PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL



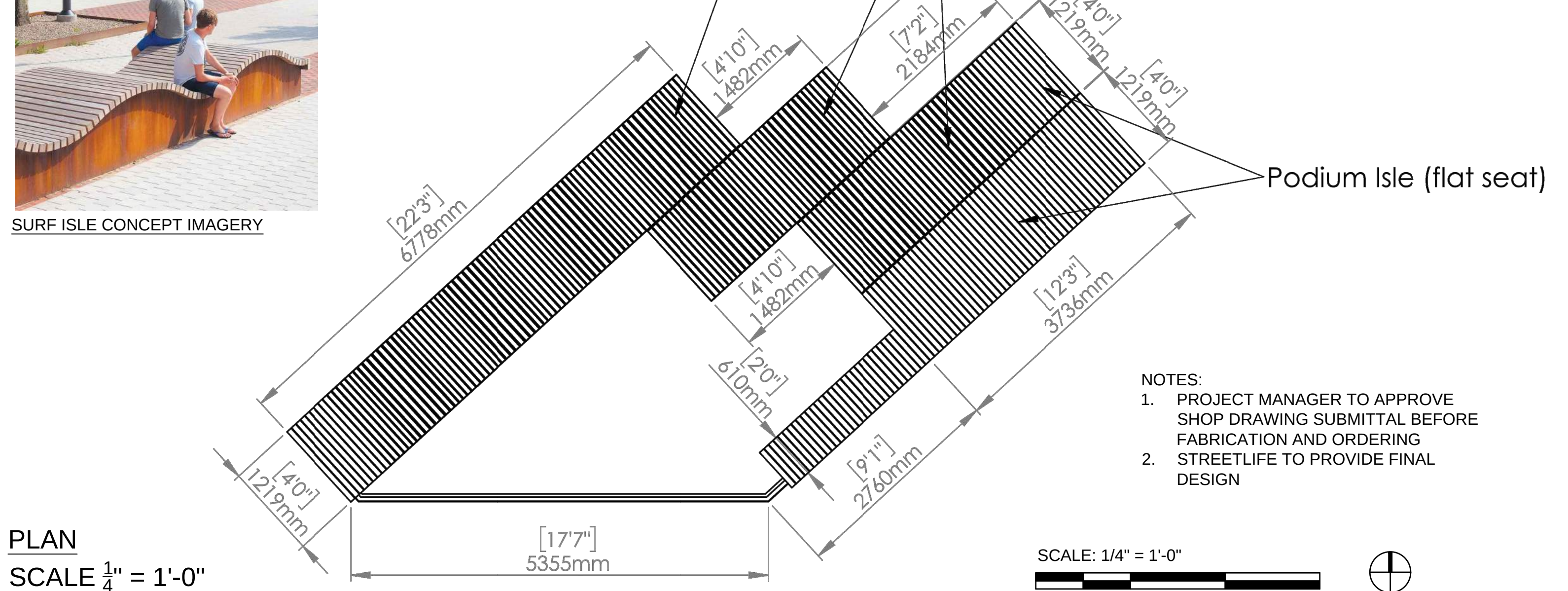
SURF ISLE SECTION
NTS



SURF ISLE ISOMETRIC
NTS

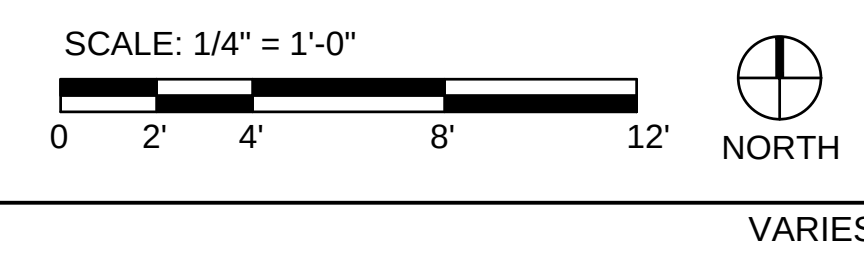


SURF ISLE CONCEPT IMAGERY



PLAN
SCALE 1/4" = 1'-0"

5 SURF ISLE FURNISHINGS
L3 SECTION



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10795 Victory Drive, Parker, CO 80138



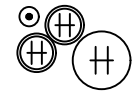
Project Number:	2018.114
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Sheet title:
SITE PLAN DETAILS

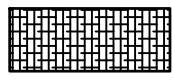
LEGEND:



EXISTING TREE TO REMAIN
PROTECT IN PLACE RE:
TREE CONSERVATION
PLAN L6



SHRUBS, PERENNIALS AND
ORNAMENTAL GRASSES



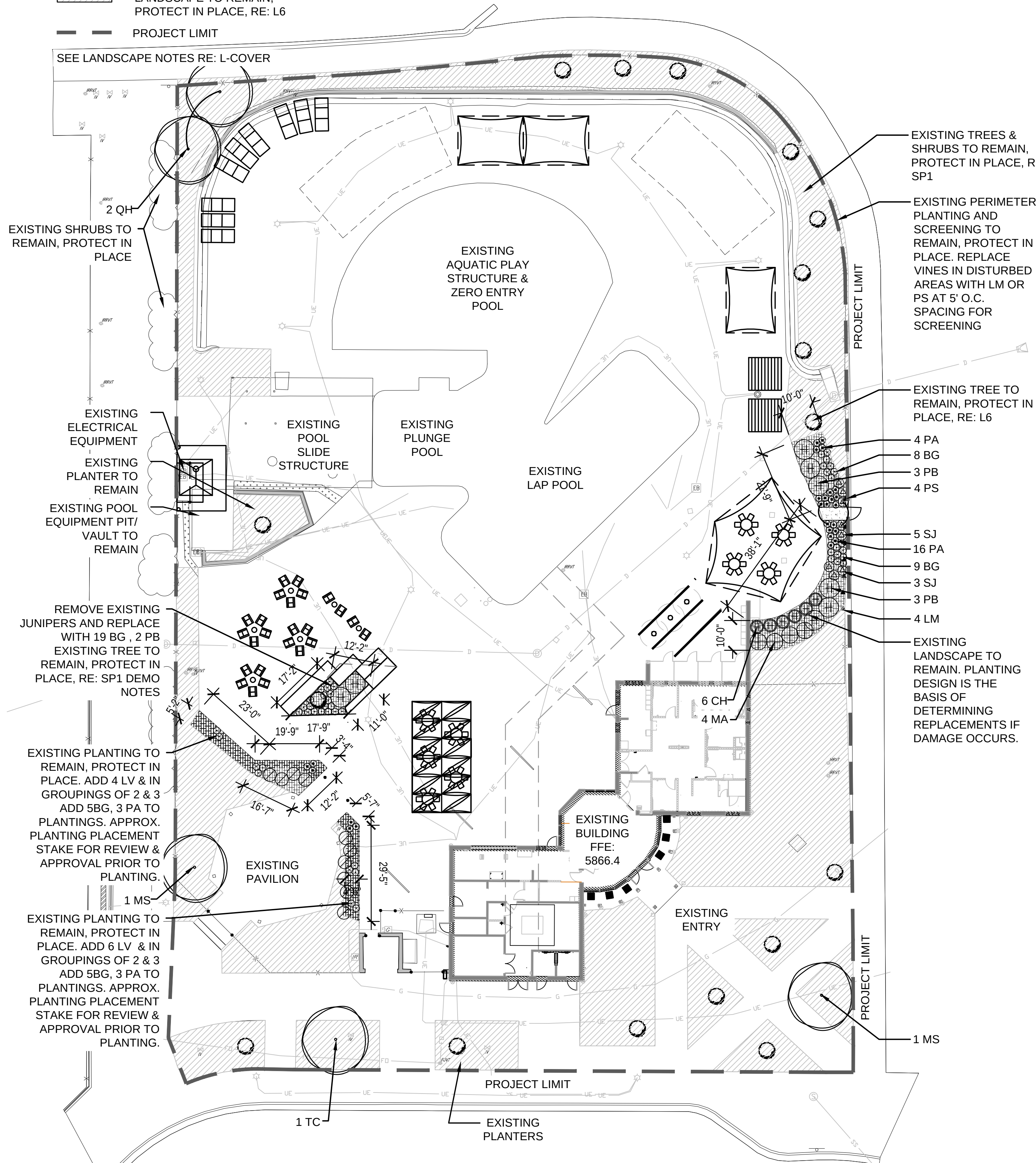
ADDITIONAL PLANTING TO
BE ADDED TO EXISTING
LANDSCAPE. SEE PLAN



EXISTING MATURE
LANDSCAPE TO REMAIN,
PROTECT IN PLACE, RE: L6

PROJECT LIMIT

SEE LANDSCAPE NOTES RE: L-COVER



PARKER H2O'BRIEN POOL & BUILDING REMODEL

OBRIEN PARK

THE TOWN OF PARKER

A PART OF THE NW 1/4 OF SECTION 23

TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

LANDSCAPE SCHEDULE					
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES/ SPACING
TREES					
MS	2	<i>Malus 'Spring Snow'</i>	Spring Snow Crabapple	1 1/2" CAL	SEE PLAN
TC	1	<i>Tilia cordata 'Greenspire'</i>	Green Spire Linden	2" CAL	SEE PLAN
QH	2	<i>Quercus 'Heritage'</i>	Heritage Oak	2" CAL	SEE PLAN
SHRUBS, PERENNIALS AND GROUNDCOVERS					
BG	46	<i>Bouteloua gracilis 'Blonde Ambition'</i>	Blonde Ambition Blue Grama	5 GAL.	2' O.C.
CH	6	<i>Cotoneaster horizontalis</i>	Rock Cotoneaster	5 GAL.	4' OC
LV	4	<i>Ligustrum vulgare 'Lodense'</i>	Lodense Privet	5 GAL.	4' OC
MA	4	<i>Mahonia aquifolium 'Compacta'</i>	Compact Oregon Grape Holy	5 GAL.	5' O.C.
PA	20	<i>Pennisetum alopecuroides 'Hameln'</i>	Dwarf Fountain Grass	#1	2' O.C.
PB	6	<i>Prunus besseyii 'Pawnee Buttes'</i>	Pawnee Buttes Sand Cherry	#5	6' OC
SJ	8	<i>Spirea japonica 'Little Princess'</i>	Little Princess Spirea	5 GAL.	3' O.C.
VINES : AT PERIMETER DISTURBANCE ONLY					
LM	4	<i>Lonicera 'Mandarin'*</i>	Mandarin Honeysuckle	5 GAL.	5' O.C.
PS	4	<i>Polygonum aubertii*</i>	Silver Lace Vine	5 GAL	5' O.C.
1. In the event of a discrepancy between the plan graphic and the landscape legend, the larger quantity shall take precedence.					
2. Schedule quantities are the maximum anticipated. Actual quantities may vary depending on construction activity.					
3. Mulch at all proposed shrub beds and trees to be included in price of shrub and tree.					
* Disturbed existing planting at site perimeter to be replaced with vines at the 5' O.C. spacing for screening. Quantities may vary.					

IRRIGATION NOTES:

- EXISTING LANDSCAPING: CONTRACTOR SHALL PROTECT EXISTING LANDSCAPE AND CONCRETE WALK TO REMAIN. DAMAGE DONE TO THESE AREAS AS PART OF NEW CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO OWNER
- EXISTING IRRIGATION COORDINATION - EXISTING IRRIGATION SYSTEM SHALL NOT BE TURNED OFF FOR MORE THAN 24 HOURS MAXIMUM. CONTRACTOR SHALL COORDINATE SYSTEM CONTROL WITH OWNER OR MAINTENANCE STAFF 72 HOURS PRIOR TO ANY NEW CONSTRUCTION.
- EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING CONSTRUCTION INSTALLATION. REPAIR OR REPLACEMENT SHALL BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND PAID FOR BY THE LANDSCAPE CONTRACTOR.
- ALL TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES SHALL BE HAND DUG. ROOTS LARGER THAN 4" SHALL NOT BE CUT

SFE - Tap 1								
Parker Water & Sanitation District (PWSD)								
Landscape/Irrigation Worksheet								
Project Name: H2O BRIEN POOL RENOVATION				Prepared	4/8/2019			
Landscape/Irrigation Tap address 10795 Victorian DR, Parker, CO 80138								
SFE Requirement								
(Sub-Total Calculation divided by 6000 = requirement)								
Tap Description	High Water TURF (6,000sf = 1 SFE)	Low Water Native Grass and Spray (10,000sf = 1 SFE)	Shrubs & Perennials (20,000sf = 1 SFE)	Drip Irrigated area (100,000sf = 1 SFE)	Non-Irrigated area	Sub-Total of (calculated) Areas	PWSD one SFE per 6000	SFE Requirement
Tap 1	97381sf x 1 = 97381	0sf x 0 = 0	0sf x 0 = 0	10921sf x 3 = 3,276	0sf x 0 = 0	100,657	6,000	16,78
Worksheet Completed by: Hugo Ochso		Owner/Developer: Parker Parks		SFE Requirement				
Company: Hydrosystems-KDI		Attn: Pat Dillon		Calculation divided by 6000 = requirement				
Address: 860 Taber St, Suite 200		Billing Address: 12010 Motterbocker Rd.		Parker, CO 80134				
Lakewood, CO 80401		Parker, CO 80134		303-805-3247				
Phone #: 303-980-5327		Phone #:						
BT Controller (with Rain Sensor)						Tap Size Requirements:		
Manufacturer: Feibco						0 - 1 SFE's requires a 3/4-inch tap		
Model Number: 825YA						1 - 1.2 SFE's requires a 1-inch tap		
						2.1 - 4.0 SFE's requires a 1 1/2-inch tap		
						4.1 - 7.0 SFE's requires a 2-inch tap		
						7.1 - 10.0 SFE's requires a 2 1/2-inch tap		

LANDSCAPE REGULATIONS:

Landscape Area	Required	Provided*
(15% of total site)	9,429 SF	13,818 SF
*(Includes existing mature landscape areas)		
Living Plant Material Cover at Maturity	Required	Provided*
(75% of landscape area)	7,072 SF	13,818 SF
*(Includes existing mature landscape areas)		

CALCULATED AREA OF LANDSCAPE DISTURBANCE: +/- 1,240 SF

SITE PERIMETER LANDSCAPING STANDARDS:

Commercial, public, institutional and civil	Required	Provided*
1 tree and 5 shrubs for each 25 LF of edge (250 LF)	Tree: 10 Shrubs: 50	8 50+

*(Includes existing mature landscape areas)

Notes:

- Existing screening along fence includes large mature vines that block views from adjacent properties. In areas disturbed, replace vines at 5' O.C. spacing.
- At maturity site perimeter screening to block views consistent with current site condition.



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4383 Tennyson Street #1A
Denver, CO 80212
P: 303.455.3779

H2O'BRIEN POOL & BUILDING REMODEL

10795 Victory Drive, Parker, CO 80138



Project Number: 2018.114
Issue: Site Plan Amendment
Date: May 6, 2019
Drawn By: AG
Checked By: BG
Revisions:
Rev. Date:
Amendment Revisions 7.11.2019
Site Plan Amend. Revs 8.12.2019

Sheet title:
LANDSCAPE PLAN

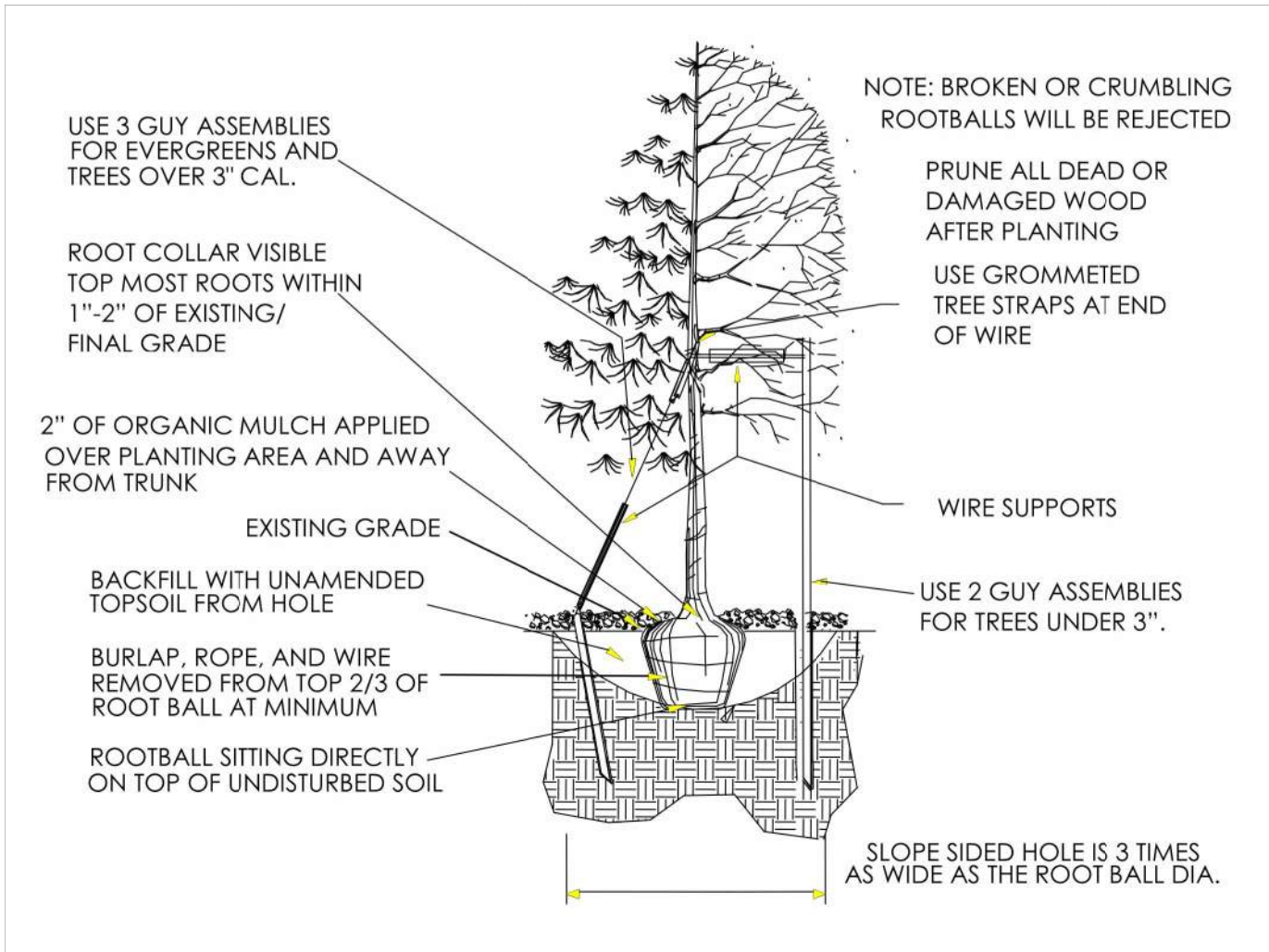
L4

SHEET 7 OF 13

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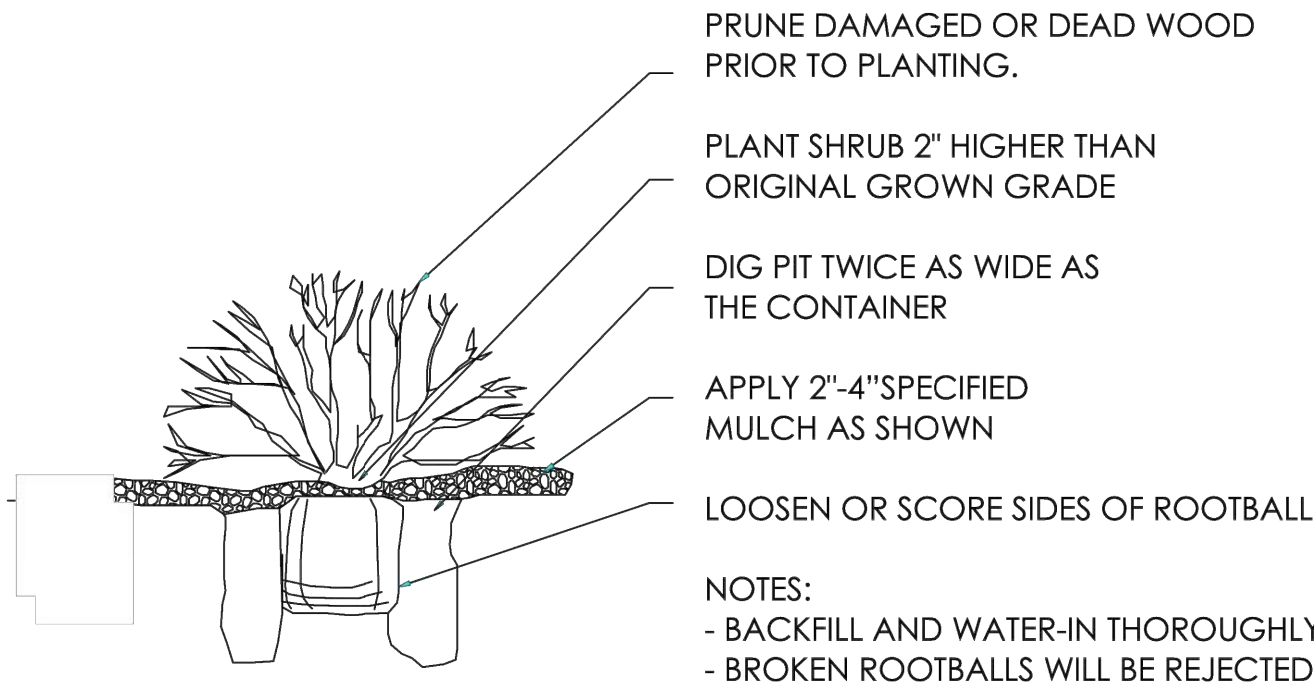
PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SITE PLAN AMENDMENT SUBMITTAL
LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

TOWN OF PARKER PLANTING STANDARDS
WWW.PARKERREC.COM



- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" depth of specified mulch over planting area and inside saucers. Keep mulch 2" to 3" away from trunk. Final mulch ring should extend to furthest reaches of branches.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within one year of planting date.
- Tree wrap should only be used for most trees in late fall planting situations and should be removed by early May.

TOWN OF PARKER PLANTING DETAIL – SHRUBS



1

L5

TREE PLANTING DETAIL
TOWN OF PARKER STANDARD DETAIL

NTS

2

L5

SHRUB PLANTING DETAIL
TOWN OF PARKER STANDARD DETAIL

NTS



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4383 Tennyson Street #1A
Denver, CO 80212
P: 303.455.3779

H2O'BRIEN POOL & BUILDING REMODEL

10795 Victory Drive, Parker, CO 80138



Project Number: 2018.114
Issue: Site Plan Amendment
Date: May 6, 2019
Drawn By: AG
Checked By: BG

Revisions:		
Rev.	Date:	
Amendment Revisions	7.11.2019	
Site Plan Amend. Revs	8.12.2019	

Sheet title:
PLANTING DETAILS

OBRIEN PARK

A PART OF THE NW 1/4 OF SECTION 23

TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

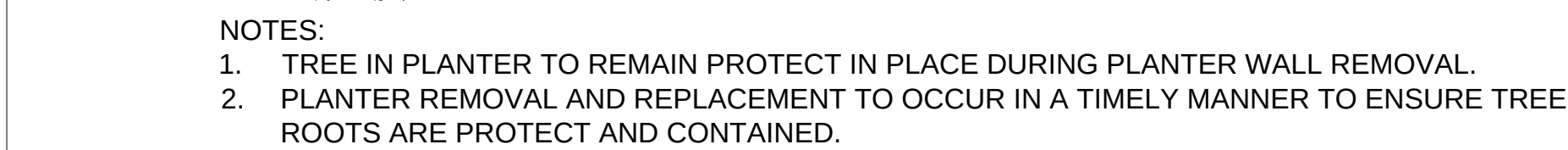
O'BRIEN PARK LOT 1

	Removed	Replaced
Trees:	0	5
Shrubs at raised planter:	+/- 7 (<i>groundcover junipers</i>)	37 (<i>ornamental grasses</i>)
Shrubs*:	+/- 98**	84***

** Quantity of mature planting, from areas of potential disturbance contingent on damage, to be removed. Estimated from 2001 H2O'Brien pool construction documents

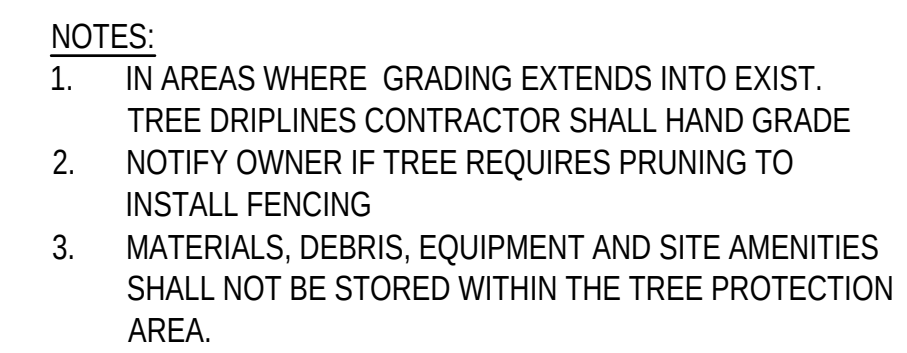
*** New plant species & spacing, in areas of potential disturbance, meet Town of Parker's current recommended planting list requirements. New plantings are shown and spaced for mature growth.

1. All trees are to remain and be protected on site, see tree protection detail on sheet
2. 98% of existing mature landscape to remain and be protected on site with construction fence. Ares of potential disturbance contingent of damage during construction activities.
3. All construction activity to occur outside protected landscape areas.



0 10' 20' 40' 60'

NORTH

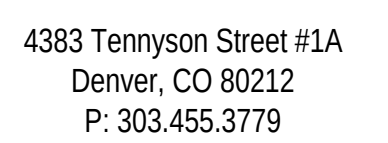


L6 / SECTION

NTS



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H2O'BRIEN POOL & BUILDING REMODEL

10795 Victory Drive, Parker, CO 80138



Rev.	Date:
Amendment Revisions	7.11.2019
Site Plan Amend. Revs	8.12.2019

Sheet title:
REE CONSERVATION PLAN

6

SHEET 9 OF 13

2019 Barker Rinker Seacat Architecture

PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

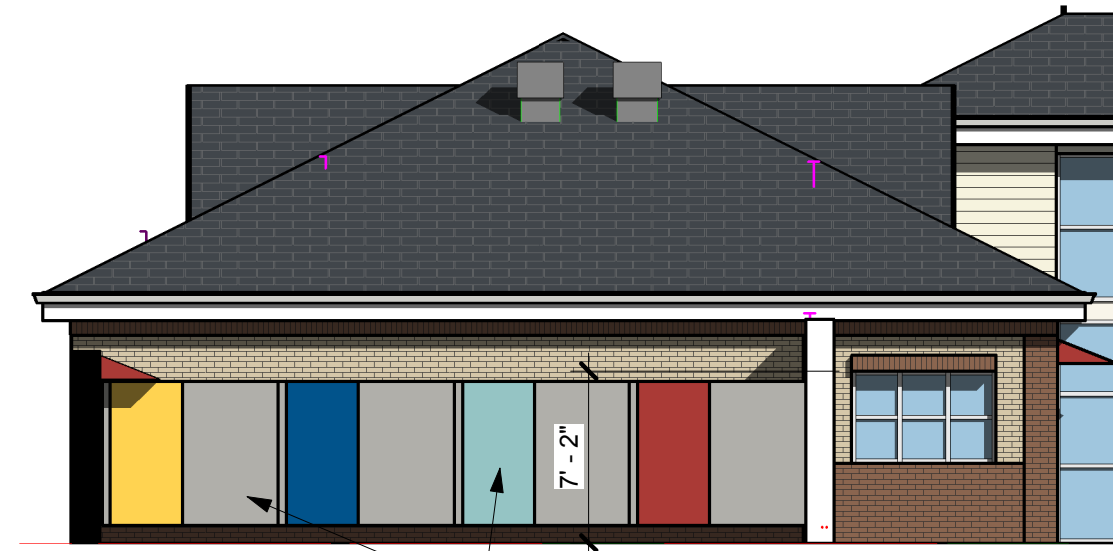
SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1



NOTE: THE CHANGING STALLS & LOCKERS ARE THE SAME MATERIALS & COLORS

3D VIEW OF CHANGING STALLS & LOCKERS



NORTH ELEVATION @ CHANGING STALL PARTITIONS

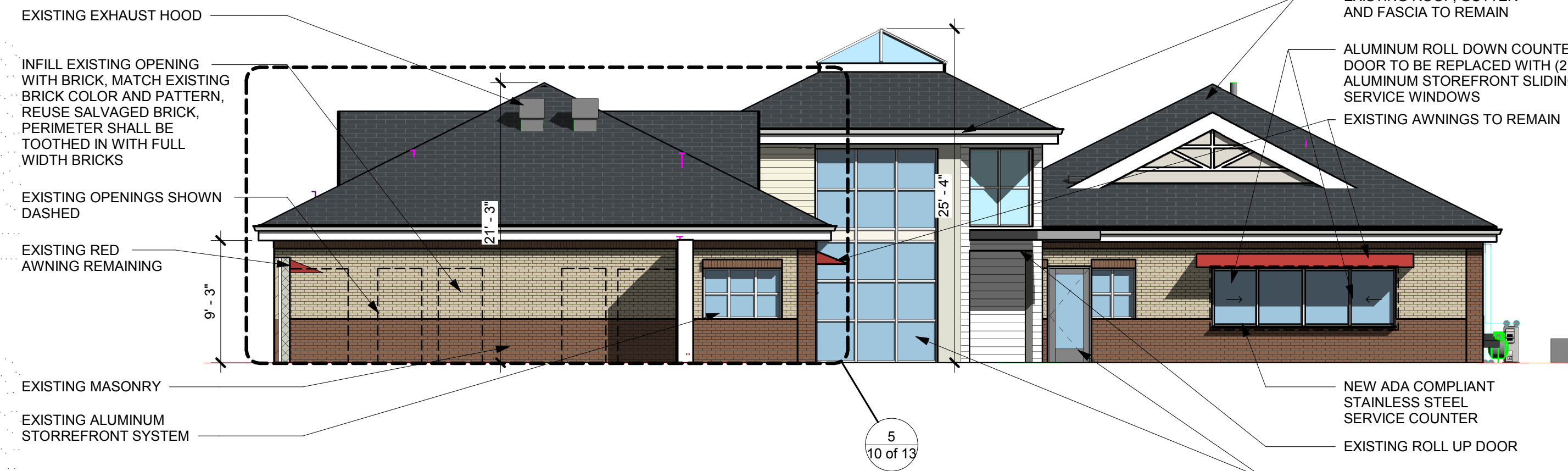
SOLID PHENOLIC, EXTERIOR, CHANGING STALLS, COLORS: YELLOW, BLUE, CYAN & RED TO NOTE DIFFERENT CHANGING STALLS FOR PARENTS TO 'TRACK' CHILD.
-REFER TO MATERIAL BOARD

CHANGING STALL COLORS:

- PANELS:
 - FUNDERMAX' 0762 FH, 'NEUTRAL GREY MEDIUM'
- DOORS:
 - FUNDERMAX' 0210 FH, 'INTENSIVE RED'
 - FUNDERMAX' 0237 FH, 'GENTIAN BLUE'
 - FUNDERMAX' 0630 FH, 'SEA GREEN'
 - FUNDERMAX' 0010 FH, 'MANGO'

LOCKER COLORS:

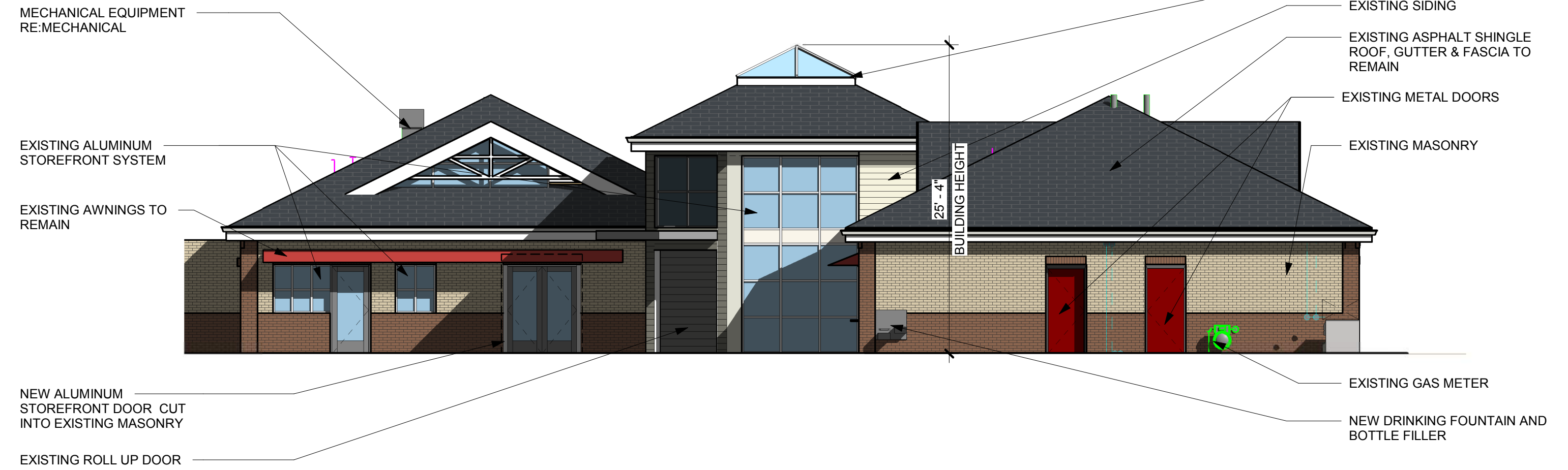
- PANELS & DOORS:
 - FUNDERMAX' 0762 FH, 'NEUTRAL GREY MEDIUM'
 - FUNDERMAX' 0210 FH, 'INTENSIVE RED'
 - FUNDERMAX' 0237 FH, 'GENTIAN BLUE'
 - FUNDERMAX' 0630 FH, 'SEA GREEN'
 - FUNDERMAX' 0010 FH, 'MANGO'



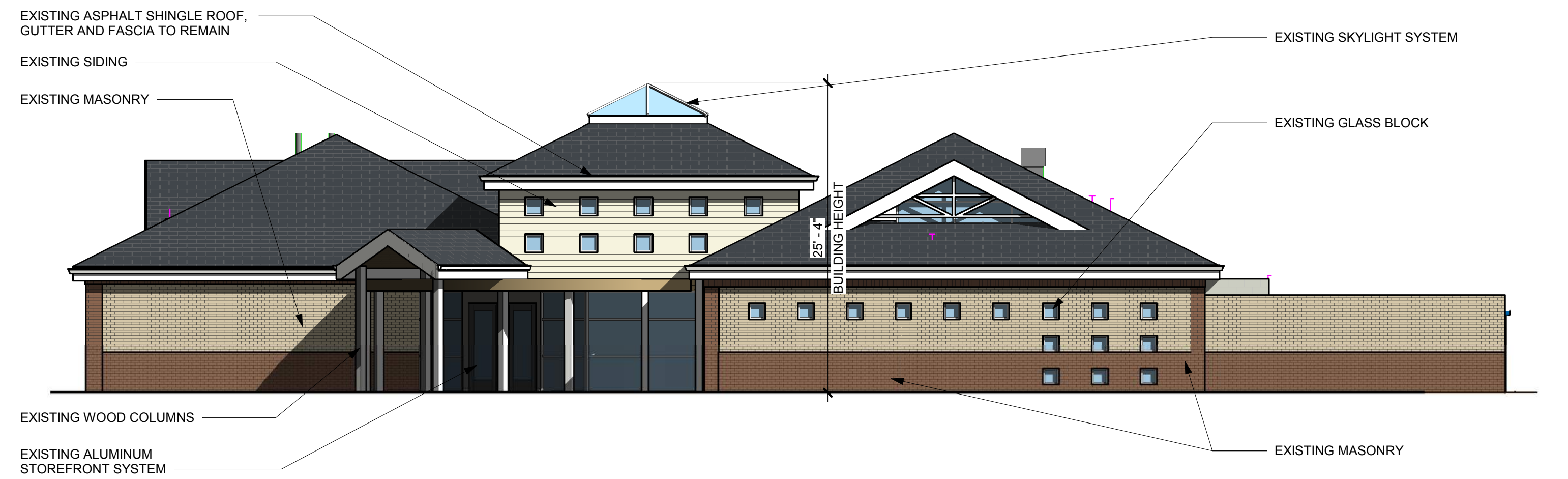
NORTH ELEVATION SITE AMENDMENT



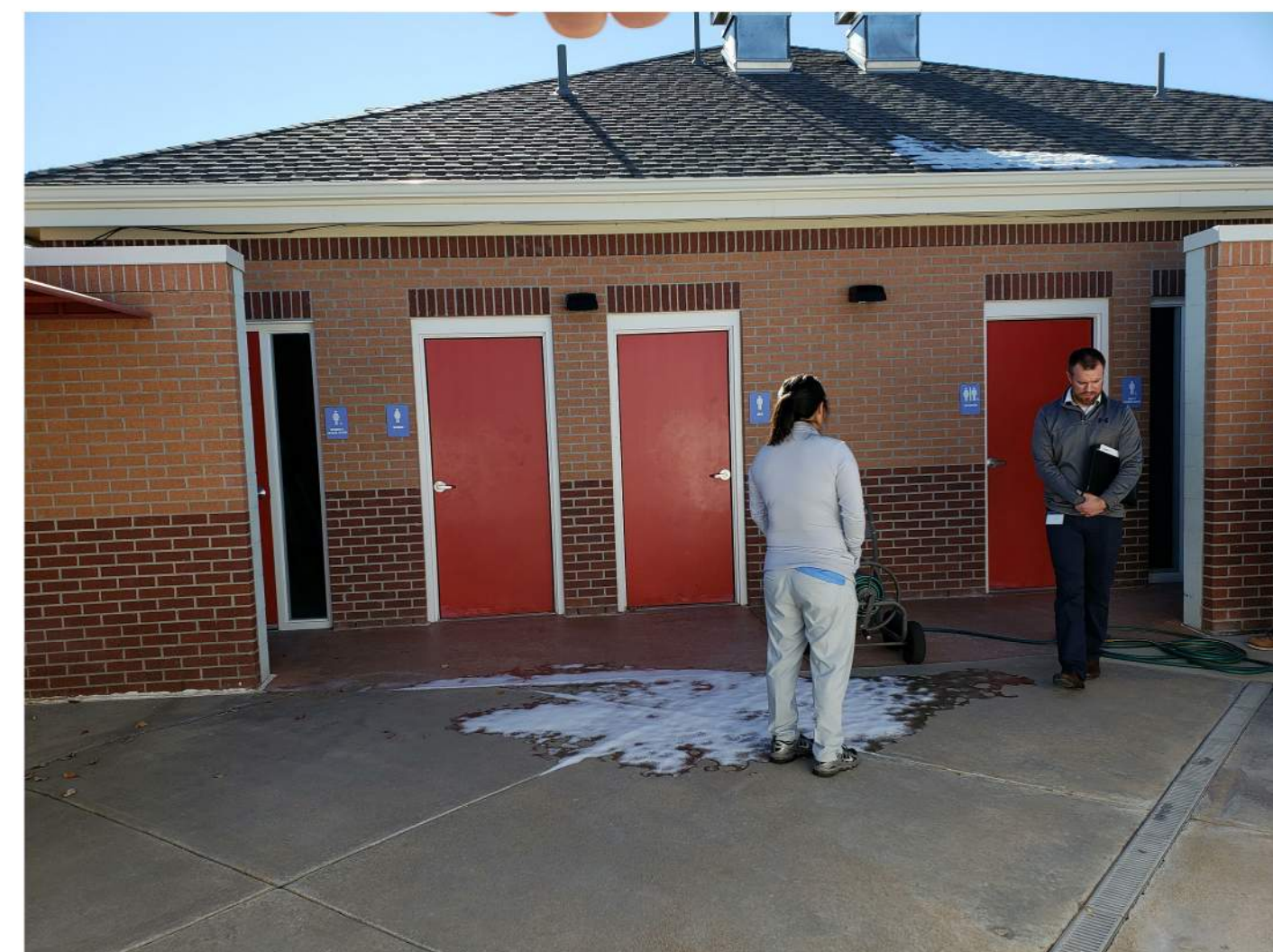
SOUTH ELEVATION SITE PLAN AMENDMENT - NO CHANGES TO EXISTING ELEVATION



WEST ELEVATION SITE PLAN AMENDMENT



EAST ELEVATION SITE PLAN AMENDMENT - NO CHANGES TO EXISTING ELEVATION



NORTH ELEVATION @ LOCKER ROOMS - INFILL EXISTING OPENINGS



SOUTH SERVICE AREA - NO CHANGES TO EXISTING ELEVATION



MAIN ENTRY - NO CHANGES TO EXISTING ELEVATION



POOL SIDE BUILDING EXTERIOR



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H2O'BRIEN POOL & BUILDING REMODEL
10795 Victorian Drive, Parker, CO 80138



Project Number: 2018.114
Issue: Site Plan Amendment
Date: May 6, 2019
Drawn By: Author
Checked By: Checker

Revisions:	Description	Date:
Amendment Revisions	7.11.2019	
Site Plan Amend. Revisions	8.12.2019	

Sheet title:
BUILDING ELEVATIONS

A1

SHEET 10 of 13
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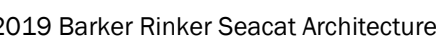
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THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1



POOL PLAY FEATURE CUT SHEET



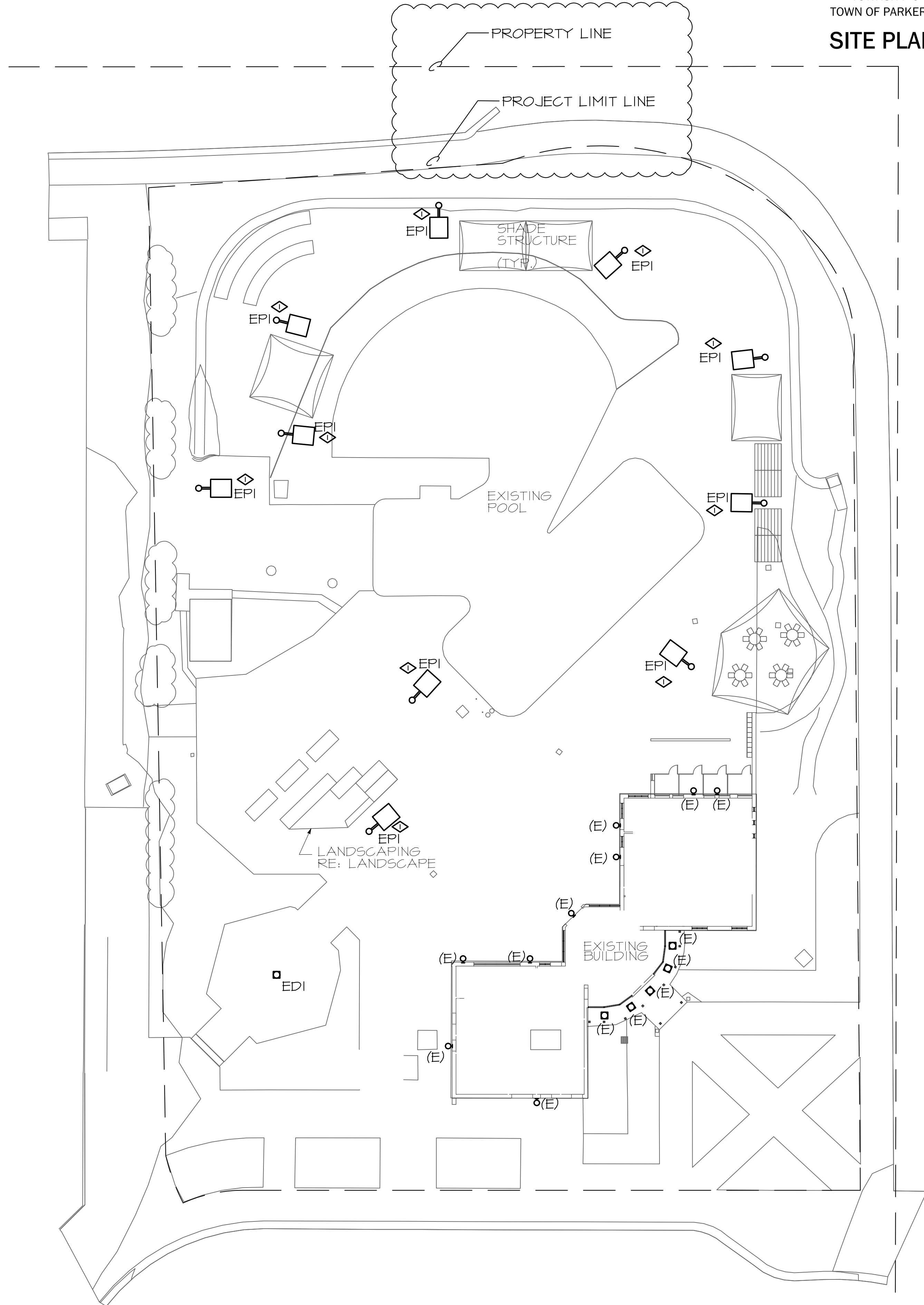
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PARKER H2O'BRIEN POOL & BUILDING REMODEL
OBRIEN PARK
THE TOWN OF PARKER
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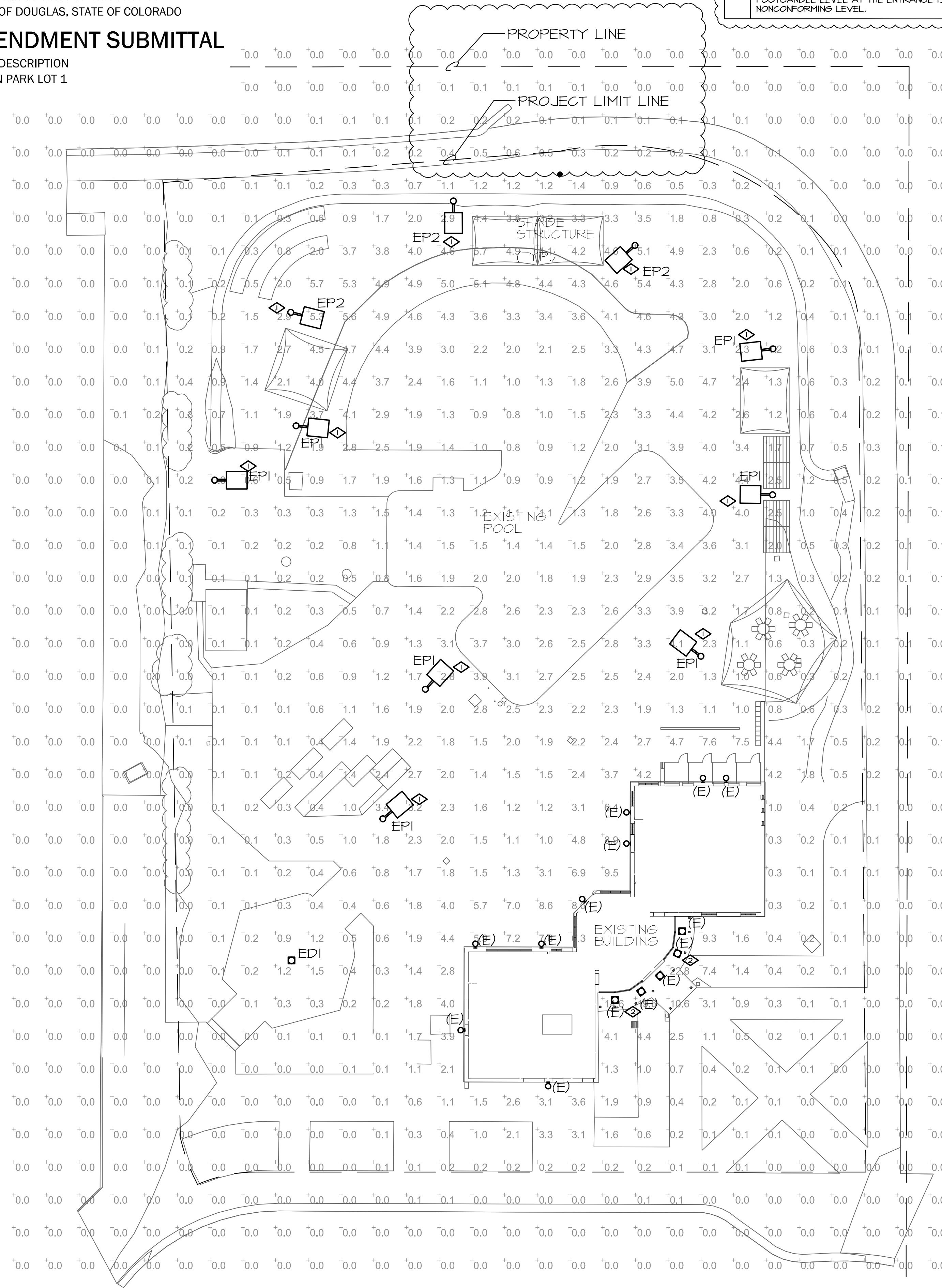
SITE PLAN AMENDMENT SUBMITTAL

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

KEYNOTE LEGEND	
	NEW LED LIGHT FIXTURE ON EXISTING POLE AND EXISTING POLE BASE. EC SHALL TIE NEW FIXTURES INTO EXISTING CIRCUITING AND CONTROLS.
	EXISTING TO REMAIN FIXTURES ARE NOT IN COMPLIANCE WITH THE SITE MAXIMUM LIGHT LEVEL OF 12 FOOTCANDLES PER SECTION 13.10.140(H) THIS FOOTCANDLE LEVEL AT THE ENTRANCE IS A LEGAL NONCONFORMING LEVEL.



1 LIGHTING SITE PLAN
12 SCALE: 1" = 20'-0"



2 LIGHTING PHOTOMETRIC PLAN
12 SCALE: 1" = 20'-0"



THE TOWN OF PARKER
A PART OF THE NW 1/4 OF SECTION 23
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION
O'BRIEN PARK LOT 1

[illegible]

The drawing consists of two views: an elevation view and a top view.

Elevation View: Shows a cross-section of the manhole. Labels include: EXISTING LIGHT POLE (top), HAND HOLE (above base cover), BASE COVER (top of manhole), FINISH GRADE VARIES (ground line), EXISTING POLE CONCRETE BASE (top of manhole), EXISTING CONDUITS AND POWER (bottom of manhole), and ELEVATION (centered below the view). Dimensions are indicated with letters: A (hand hole height), C (base cover thickness), D (manhole depth), E (height from finish grade to top of manhole), F (height from existing conduits to top of manhole), G (total height from existing conduits to top of manhole), and H (manhole diameter).

Top View: Shows the circular manhole from above. Labels include: EXISTING BASE PLATE (inner square) and B (outer circular base). Dimension H indicates the diameter.

Table:

POLE KEY	OVERALL HEIGHT	A	ANCHOR BOLT DATA	B	SIZE	C	D	E	F	G	H	I
EP1	18'-0"	4"	PER MANUFACTURER				0'0"	8'0"	8'0"	8'0"	24"	36"
EP2	18'-0"	4"	PER MANUFACTURER				0'0"	8'0"	8'0"	24"	36"	36"

NOTE: POLE BASE DETAIL IS SHOWN FOR REFERENCE ONLY
AND ALL POLES ON SITE ARE EXISTING TO REMAIN.

POLE KEY	OVERALL HEIGHT	A	ANCHOR BOLT DATA			D	E	F	G	H	I
			B	SIZE	C						
EPI	18'-0"	4"	PER MANUFACTURER			0'0"	8'0"	8'0"	24"	36"	
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NOTE: POLE BASE DETAIL IS SHOWN FOR REFERENCE ONLY
AND ALL POLES ON SITE ARE EXISTING TO REMAIN.

3	EW1
13	SCALE: NTS

4	POLE BASE DETAIL
13	SCALE: NTS

GENERAL NOTES	
A.	ALL LIGHTING FIXTURES ARE FULL CUT OUT WITH SHIELDING TO PREVENT GLARE AND LIGHT TRESPASS UNLESS OTHERWISE NOTED. ALL FIXTURE ARE TO UTILIZE EXISTING POLES AND POLE LOCATIONS AND ARE TO REPLACE EXISTING FIXTURES WITH REDUCED WATTAGE LED LAMPS.
B.	THE PHOTOMETRIC GRID IS NO GREATER THAN TEN (10) FEET BY TEN (10) FEET AND PROVIDES LIGHTING LEVELS DIRECTLY UNDER THE FIXTURES.
C.	ALL SITE LIGHTING SHALL BE CONTROLLED VIA PHOTOCELL TIMELOCK. LIGHT FIXTURES SHALL TURN ON AT SUNDOWN AND TURN OFF AT SUNRISE.
D.	ILLUMINANCE VALUES SHOWN ARE AT GRADE AND SHOULD BE CONSIDERED INITIAL USING A LIGHT LOSS FACTOR OF 1.0.
E.	ALL POOL LIGHT FIXTURE POLES TO NOT EXCEED 20'-0" OVERALL FIXTURE HEIGHT TO TOP OF FIXTURE HEAD.
F.	LIGHTING AT PROPERTY LINE DOES NOT EXCEED 1 FOOTCANDLE.
G.	SCOPE OF PROJECT DOES NOT INCLUDE ANY EXISTING BUILDING-MOUNTED LIGHTING. SCOPE SHALL ONLY INCLUDE THE REPLACEMENT OF THE EXISTING POOL LIGHTING FIXTURES AND ADDITIONAL LIGHTING AT THE POOL GAZEBO AREA.
H.	ALL EXISTING EXTERIOR LIGHTING NOT SPECIFICALLY CALLED OUT WITH A NEW LUMINAIRE CALL NUMBER IS EXISTING TO REMAIN (ADJACENT PARKING, ETC.).

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E.	ALL POOL LIGHT FIXTURE POLES TO NOT EXCEED 20'-0" OVERALL FIXTURE HEIGHT TO TOP OF FIXTURE HEAD.
F.	LIGHTING AT PROPERTY LINE DOES NOT EXCEED 1' FOOTCANDLE.
G.	SCOPE OF PROJECT DOES NOT INCLUDE ANY EXISTING BUILDING-MOUNTED LIGHTING. SCOPE SHALL ONLY INCLUDE THE REPLACEMENT OF THE EXISTING POOL LIGHTING FIXTURES AND ADDITIONAL LIGHTING AT THE POOL GAZEBO AREA.
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Request for Town Council Action

Date: September 16, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.300 - Second Reading (Continued from 9-3-19)**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer

Department: Police, David King

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with American Academy, a component unit of the Douglas County School District, to make available a police officer to function as a School Resource Officer (SRO) for American Academy's Motsenbocker and Lincoln Meadows campuses. The School Resource Officer will provide services to include law enforcement, counseling and education at both campuses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A School Resource Officer is a commissioned, sworn law enforcement officer, not a “security guard”. SROs carry all the same equipment they use on any other law enforcement assignment.

The goals of a SRO program include:

- Providing education and counseling to faculty, staff, and students on law enforcement matters;
- Acting as a liaison between the Town and the School;
- Coordinating matters of mutual law enforcement concerns between the School and the Town;
- Creating an open, uninhibited environment of discussion geared to understanding and

respect;

- Investigating law enforcement and public safety issues

FINANCIAL IMPACT

The School shall reimburse the Town fifty percent (50%) of the Town's costs to make a police officer available as the School Resource Officer. Such reimbursable costs shall include, but not be limited to, the salary, benefits, and pay plan market movement for the School Resource Officer. In addition to the one-half of the equipment costs for each School Resource Officer, which one-half amount is equal to \$7,500 per School Resource Officer, and all costs of attendance at the NASRO conference by the School Resource Officer. For the 2019-20290 school year, the total costs to be reimbursed by the School will not exceed \$71,490.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.300

RECOMMENDED MOTION

I move to approve Ordinance No. 9.300 on second reading.

ORDINANCE NO. 9.300, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND AMERICAN ACADEMY REGARDING THE SHARING OF COSTS FOR A POLICE OFFICER TO ACT AS SCHOOL RESOURCE OFFICER

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 Intergovernmental Agreement between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer, 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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND AMERICAN ACADEMY REGARDING THE SHARING OF COSTS FOR A POLICE OFFICER TO ACT AS SCHOOL RESOURCE OFFICER

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **TOWN OF PARKER**, a Colorado home rule municipality (the “Town”), and **AMERICAN ACADEMY**, a public charter school operating under the laws of the state of Colorado and authorized by the Douglas County School District (the “School”).

RECITALS

WHEREAS, the Town and the School wish to enter into a cooperative agreement to share the cost for providing a police officer as a school resource officer (“School Resource Officer” or “SRO”) for American Academy’s Motsenbocker and Lincoln Meadows campuses in Parker; and

WHEREAS, the Town wishes to provide a police officer to the School to act as the School Resource Officer; and

WHEREAS, the parties hereto wish to share the costs of providing a police officer to act as the School Resource Officer for the School;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the School agree as follows:

1. **DUTIES**: The Town shall provide one (1) police officer to function as a School Resource Officer for American Academy’s Motsenbocker and Lincoln Meadows campuses.

2. **SCOPE OF SERVICES**: The duties of the SRO shall include, but not be limited to, the following:

- Provide education and counseling to faculty, staff, and students on law enforcement matters;
- Act as a liaison between the Town and the School;
- Coordinate matters of mutual law enforcement concerns between the School and the Town;
- Create an open, uninhibited environment of discussion geared to understanding and respect;
- Investigate law enforcement and public safety issues.

3. **EQUIPMENT/USE OF FACILITIES**: The School will provide a private and secure room, on each campus, for the SRO to utilize in conducting confidential investigations and interviews. The room will be equipped with a telephone, computer and a secure, keypad-entry rifle locker. All other equipment utilized by the SRO will be issued, maintained, and owned by the Town.

4. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Parker Police Department.

5. **FINANCIAL COST SHARING:** The School shall reimburse the Town fifty percent (50%) of the Town's costs to make a police officer available as the School Resource Officer. Such reimbursable costs shall include, but not be limited to, the salary, benefits, and pay plan market movement for the School Resource Officer in addition to the one-half of the equipment costs for each School Resource Officer, which one-half amount is equal to \$7,500 per School Resource Officer, and all costs of attendance at the NASRO conference by the School Resource Officer. For the school year 2019-2020, the portion of the total costs to be reimbursed by the School shall not exceed \$71,490. The School shall pay the Town its portion of such costs on a monthly basis as invoiced monthly by the Town. For future school years, the Town shall notify the School prior to the end of the term of this Agreement the not-to-exceed amount for the total costs to be reimbursed by the School, at which time either party may terminate in accordance with Section 8 below. If the Agreement is not so terminated, the parties agree that such not-to-exceed amount shall be paid by the School for such school year, in accordance with this Section 5.

6. **PERSONNEL & SUPERVISION:** The SRO shall remain an employee of the Town at all times. The SRO shall perform duties under the control of the Town and shall be afforded the same employment rights and benefits as other office members. A description of the SRO's duties is included as ATTACHMENT A. Any conflict in schedule or duties shall be resolved by the Town.

The School shall partner with the Town during the interview and selection process of the School's SRO. The SRO shall understand and support the mission of the school.

The SRO is subject to the Town's Police Department chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Town's Police Chief or designee. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the Town. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

7. **TERM:** The term of this Agreement shall be from July 1, 2019, through June 30, 2020. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either party in accordance with Section 8 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.

8. **TERMINATION:** This Agreement may be terminated by either party upon 60 days written notice in writing to the other party. The School shall only be responsible for its respective share of the SRO's ongoing costs incurred as of such termination date.

9. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:

To the School: Steve Colella, Deputy Executive Director of Schools
American Academy
6971 Mira Vista Lane

Parker, Colorado 80126
scolella@aak8.org
303-815-0139

To the Town: Town of Parker
Attn: Michelle Kivela, Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138
mkivela@parkeronline.org
303-805-3236

With a copy to: Town of Parker
Attn: Chief of Police
18600 E. Lincoln Meadows Pkwy.
Parker, Colorado 80134
mking@parkeronline.org
303-805-6505

10. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.

11. **AMENDMENTS:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

12. **AUTHORIZED REPRESENTATIVE:** The Police Chief is designated as the Authorized Representative of the Town for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.

13. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the Town, its officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town.

14. **EFFECTIVE DATE:** This Agreement is entered into as of the day and year set forth above.

ATTACHMENT A

SRO Job Description

The Town has a School Resource Officer (SRO) program. These officers are assigned as patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a police officer.

Each School Resource Officer is assigned to a specific school(s) and is responsible for handling all in-progress law-enforcement-related calls, education, training, and counseling duties, as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530
Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow-up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the statute concerning mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Patrol and Investigation Divisions on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the Town on criminal activity involving juveniles in the Town.



Request for Town Council Action

Date: September 16, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.301 - Second Reading (To be continued to 10-7-19)**
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)

Department: Police, David King

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County School District to make available its police officers to function as School Marshal Officers (SMOs) at district elementary schools in addition to four (4) charter schools within the District; Challenge to Excellence, Global Village Academy, Parker Performing Arts School and Leman Academy.

Staff is requesting a second continuance to the Second Reading of Ordinance No. 9.301. It has been discovered through the process of updating the IGA that a misunderstanding has occurred between the Town and the Douglas County School District (DCSD) in relation to full program costs. The actual cost of the School Marshal Program (SMP) was greater than what has been discussed with the DCSD. Staff needs to engage in further discussion with the DCSD regarding the additional program costs which are as follows: One hundred percent (100%) of the Town's cost to make two (2) police officers available as School Marshal Officers including, but are not limited to, salary, benefits, training and pay plan market movement.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

School Marshal Officers add another layer of security at our elementary and charter schools via multiple daily unannounced visits. The officer's primary responsibility during their shift is to visit and patrol schools within the Town of Parker. While they may assist with a law enforcement issue at a school, if needed, they will not be called away to answer other calls for service in the community. The School Marshal Officer provides law enforcement patrol, crime prevention, emergency preparedness and emergency response services to the contracted schools in our jurisdiction.

FINANCIAL IMPACT

The District shall reimburse the Town 100% (one-hundred percent) of the Town's costs to make two (2) police officers available as School Marshal Officers. Such reimbursable costs shall include, but are not limited to, the salary, benefits and pay plan market movement and training for the School Marshal Officers.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

I move to continue Ordinance No. 9.301 to a October 7, 2019.



Request for Town Council Action

Date: September 16, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-063**
A Resolution of the Town Council Supporting an Increase in the Excise Tax on New Residential Development in the Town of Parker

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution supports the ballot measure on the November 5, 2019, ballot to increase the excise tax on new residential development in the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the July 15, 2019, Town Council meeting, Town Council voted to submit to the Town's voters a ballot measure to increase the excise tax imposed on new residential development.

The Fair Campaign Practices Act allows the Town Council to pass a resolution of support on any issue of official concern before the Town electorate.

FINANCIAL IMPACT

None concerning passage of a resolution of support.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 19-063

RECOMMENDED MOTION

I move to approve Resolution No. 19-063.

RESOLUTION NO. 19-063, Series of 2019

TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING AN INCREASE IN THE EXCISE TAX ON NEW RESIDENTIAL DEVELOPMENT IN THE TOWN OF PARKER

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

WHEREAS, the Town Council has placed ten ballot measures on the November 5, 2019, ballot, including Issue 2A concerning an increase in the excise tax imposed on new residential development;

WHEREAS, the Town of Parker is experiencing significant problems resulting from increased growth generated by new residential development, which has created an immediate need to provide for an increase in the excise tax to be used for streets, parks and recreation, law enforcement and public safety services, and administrative facilities to accommodate this new residential growth within the Town;

WHEREAS, the Town of Parker has undertaken reviews and studies and has reviewed potential remedies to both existing and potential future problems associated with such facilities;

WHEREAS, the Town of Parker has considered the findings and recommendations of the reviews and studies described above and has analyzed the reviews and studies in terms of the Town's existing and projected budgets, including existing and proposed public projects upon which expenditures of public funds will be required to be made, as well as analyzing existing and potential revenue sources, including existing and potential new taxes, fees, and assessments;

WHEREAS, while the Town Council has adopted an impact fee ordinance to address the impacts of new development, impact fees are required to be imposed on both new residential and new nonresidential/commercial development within the Town;

WHEREAS, the proposed increase in the excise tax would be on new residential development only and would not increase the amount of taxes paid by new nonresidential/commercial development in the Town;

WHEREAS, the Town Council has determined that it is in the best interest of the Town to limit fees and taxes on nonresidential/commercial development, on which the Town relies because of the revenues collected from an increased sales tax base;

WHEREAS, the Town Council has determined that an increase in the excise tax would be beneficial to the long term financial stability of the Town; and

WHEREAS, the Town Council desires to encourage and publicly announce its support of passage of an increase in the excise tax on new residential development in the Town of Parker.

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

Section 1. Town Council hereby supports passage of an increase in the excise tax on new residential development, submitted for voter approval at the November 5, 2019, special election.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk