

TOWN OF PARKER COUNCIL AGENDA
February 18, 2020

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

- **Senator Smallwood Update**

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 - January 31, 2020 and February 3, 2020

B. THIRD AMENDMENT TO TRANSIT SHELTER AGREEMENT - Outdoor Promotions, LLC
Department: Community Development, Mary Munekata

- C. *ORDINANCE NO. 1.544 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for the Cherry Creek Interceptor Project
Department: Engineering/Public Works, Alex Mestdagh
Second Reading: March 2, 2020
- D. *ORDINANCE NO. 5.06.44 - First Reading*
A Bill for an Ordinance to Amend Sections 7.04.010, 7.04.020 and 7.04.030 of the Parker Municipal Code Concerning Abandoned Vehicles
Department: Town Attorney, Jamie Wynn
Second Reading: March 2, 2020
- E. *ORDINANCE NO. 9.269.3 - First Reading*
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road (Agreement No. 17-06.08c, Project No. 106741) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering/Public Works, Michael Grabczyk
Engineering/Public Works, Alex Mestdagh
Second Reading: March 2, 2020
- F. *RESOLUTION NO. 20-008*
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor, and Appointment of Liaison Officers to Certain Boards and Commissions of the Town of Parker
Department: Town Attorney, Jim Maloney
- G. *RESOLUTION NO. 20-009*
A Resolution to Appoint the Officers to the Greater Parker Foundation
Department: Town Attorney, Jim Maloney
- H. *CONTRACTS ABOVE \$100,000*
- I. *Motsenbocker Road Shoulder Landscaping/Sanderos Creek*
Amount: \$126,139.65
Contractor: All Phase Landscape
Department: Engineering/Public Works, Tom Gill

6. **ORDINANCES**

ORDINANCE NO. 5.06.43 - Second Reading

**A Bill for an Ordinance to Amend Sections 8.08.040 and 8.11.040 of the Parker Municipal Code
Concerning Legal Age for Tobacco or Vapor Products**

Department: Town Attorney, Jamie Wynn

- 7. PUBLIC COMMENTS CONTINUED IF NECESSARY**
- 8. ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 18, 2020

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

1. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354

2. Chapter 4.07 of the Parker Municipal Code (Development Excise Tax) (credit for parks and recreation facilities)

“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).”

3. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (PACE Lot 2) (East Main)

**TOWN OF PARKER
TOWN COUNCIL
SPECIAL MEETING
JANUARY 31, 2020**

Mayor Mike Waid called the meeting to order at 9:08 A.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item under C.R.S. § 24-6-402(4)(b) which was to receive legal advice on specific legal questions concerning Chapter 4.07 of the Parker Municipal Code (Development Excise Tax).

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

John Diak seconded the motion.

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 10:22 A.M.

The motion was approved unanimously.

Joshua Rivero moved to go back into Executive Session at 11:44 A.M. to hold a conference with the Town's attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b).

Cheryl Poage seconded the motion.

The motion was approved unanimously.

Debbie Lewis moved to come out of Executive Session at 11:54 A.M.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 11:55 A.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 3, 2020**

Mayor Mike Waid called the meeting to order at 5:32 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that there were two (2) items in Executive Session.

Under C.R.S. § 24-6-402(4)(e) there was one (1) item which was an Intergovernmental Service Agreement between the Town and Parker Water and Sanitation District - Developer request for waiver; under C.R.S. § 24-6-402(4)(b) there was one (1) item to receive legal advice on specific legal questions concerning Section 5.6 of the Charter Contract for American Academy Charter School (Traffic Management Plan) and Section 9 of the Lincoln Meadows Development Guide (Enforcement of Nuisances).

EXECUTIVE SESSION

Joshua Rivero moved and Renee Williams seconded to go into Executive Session 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.

Cheryl Poage moved and Renee Williams seconded to come out of Executive Session at 6:27 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to recess the regular meeting at 6:28 P.M.

REGULAR MEETING

Mayor Waid reconvened the regular meeting at 7:01 P.M.

A Boy Scout in the audience led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES - None

DOWNTOWN BUSINESS ALLIANCE UPDATES

Ann Barrington, Vice Chair of the DBA provided an update of activities going on at the Downtown Business Alliance.

PUBLIC COMMENTS – None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. APPROVAL OF MINUTES - January 21, 2020

B. ORDINANCE NO. 5.06.43 - First Reading

A Bill for an Ordinance to Amend Sections 8.08.040 and 8.11.040 of the Parker Municipal Code Concerning Legal Age for Tobacco or Vapor Products

Department: Town Attorney, Jamie Wynn

Second Reading: February 18, 2020

C. RESOLUTION NO. 20-002

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

Department: Cultural, Elaine Mariner

D. RESOLUTION NO. 20-006

A Resolution to Amend Resolution 15-018 Which Established the Town of Parker Roadside Memorial Signage Program

Department: Engineering/Public Works, Danny Smith

E. RESOLUTION NO. 20-007

A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 3, 2020

Department: Town Attorney, Jim Maloney

F. CONTRACTS OVER \$100,000

1. CentralSquare for TRAKIT Analytics Hosted/Cloud Solution

Amount: \$110,140.00

Contractor: CentralSquare for TRAKIT Analytics Hosted/Cloud Solution

Department: Finance, Mike Aggson

2. 2020 Townwide Resurfacing Program (CIP20-001)

Amount: \$1,426,125.10

Contractor: Aggregate Industries-WCR, Inc

Department: Engineering/Public Works, Danny Smith

3. 2020 Townwide Slurry/Chip Seal Program (CIP20-002)

Amount: \$1,823,228.93

Contractor: Vance Brothers, Inc

Department: Engineering and Public Works, Danny Smith

5. *2020 Fleet Replacement Vehicle Purchases*

Amount: \$406,486
Contractor: Spradley Barr
Department: Engineering and Public Works, Jim Gilbert

6. *Purchase Stormwater Pipe Inspection Camera System*

Amount: \$111,148.74
Contractor: EnviroSight
Department: Engineering and Public Works, Jim Gilbert

7. *2020 Upfit of Fleet Vehicles*

Amount: \$127,000.00
Contractor: L. A. W. S.
Department: Engineering and Public Works, Jim Gilbert

Vehicle Upfit - Dump Truck for Snow Plow Operations

8. *Amount: \$124,990.00*
Contractor: OJ Watson
Department: Engineering and Public Works, Jim Gilbert

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

The motion was approved unanimously.

PUBLIC HEARINGS

**A. ORDINANCE NO. 3.262.1 - Rezoning - Second Reading (To be continued to 3/2/20)
 A Bill for an Ordinance to Amend the Dransfeldt Place Development Guide,
 Pursuant to the Town of Parker Land Development Ordinance, and Amending the
 Zoning Ordinance and Map to Conform Therewith**

Applicant: Dan Myers, Colorado Steel Systems
**Location: Generally located at the west side of Dransfeldt Road between
 Lincoln Meadows Parkway and Plaza Drive**
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z19-013

The applicant was unable to provide the required public notice for the February 3, 2020 Town Council public hearing. Therefore, the applicant is required to continue the matter to the March 2, 2020 Town Council meeting so they may provide the required public notice before the public hearing.

Renee Williams moved to continue Ordinance No. 3.262.1 to March 2, 2020 for second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.529.1 - Second Reading

A Bill for an Ordinance to Terminate and Vacate the Easement that was Granted by the Town to the Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park, and Recorded at Reception No.2019029507 in the Douglas County Clerk and Recorder's Office

Department: Engineering and Public Works, Alex Mestdagh

This ordinance proposes to terminate an easement that was granted to Parker Water and Sanitation District (PWSD) over a Town-owned property, Lot 1, Salisbury Equestrian Park. This termination is proposed concurrently with the dedication of a new replacement easement to PWSD to account for a minor change in the constructed location of a waterline.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.529.1 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.542 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water & Sanitation District for Lot 1, Salisbury Equestrian Park

Department: Engineering and Public Works, Alex Mestdagh

This ordinance proposes to dedicate a new waterline easement to Parker Water and Sanitation District (PWSD) over a Town-owned property, Lot 1, Salisbury Equestrian Park. This easement would replace an existing PWSD easement that is proposed to be concurrently terminated. This replacement has been requested to account for a minor change in the constructed location of a waterline.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.542 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 9.283.1 - Second Reading**A Bill for an Ordinance to Approve the First Amendment to Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail By and Between the Town of Parker and the Arapahoe County Board of County Commissioners****Department: Parks, Recreation and Open Space, Dennis Trapp**

The High Plains Trail (HPT) project is a regional partnership between Douglas County, Arapahoe County, Aurora and Parker (The Partners Group) to design, construct and maintain this regional trail connection. The current Intergovernmental Agreement (IGA) between the Town and Arapahoe County in the amount of \$200,000 was approved on December 3, 2018, and addressed initial design and engineering efforts. This cost was evenly shared between Arapahoe County and the Town. The proposed first amendment to this IGA addresses additional funding in the amount of \$360,000 to complete all design and engineering documentation up to and including final construction documents. Similar to the original IGA, Arapahoe County and the Town will evenly share this cost with the Town's portion being \$180,000.

Public Comment – None

Eric Freund (address difficult to understand) questioned the location and why this project took so long

Cheryl Poage moved to approve Ordinance No. 9.283.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:27 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: February 18, 2020

Submitted By: Mary Munekata, Senior Planner
Bryce Matthews, Planning Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **THIRD AMENDMENT TO TRANSIT SHELTER AGREEMENT - Outdoor Promotions, LLC**

Department: Community Development, Mary Munekata

EXECUTIVE SUMMARY

Town staff requests a temporary extension of the existing transit shelter agreement with Outdoor Promotions, LLC, from an expiration date of February 29, 2020 to March 29, 2020. This temporary extension will maintain the existing contract in place for a short time to allow staff to update Town Council at the February 24 Study Session and receive direction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In March 2000, the Town entered into an agreement with Outdoor Promotions West, LLC, to permit the company to build and maintain transit shelters at certain bus stops located within the Town limits. The Town continues to work with Outdoor Promotions, LLC (name change in 2004), as the Town's transit bus shelter provider. There are currently 21 bus shelters throughout Town that this vendor has built and maintained since 2000.

The original contract term was for a period of ten (10) years with two five-year extensions. The Town granted the first contract extension of the Transit Shelter Agreement March 1, 2010. The second/final contract extension was granted extending the contract through February 29, 2020.

Staff would like to update Town Council on the performance of the current transit shelter provider at the February 24 Study Session and receive direction to proceed with a new contract with Outdoor Promotions, LLC, to maintain this service. This temporary contract extension will maintain the contract without disruption until staff updates Council and receives direction.

If Town Council is supportive, a new contract would be placed on a future Council agenda in March, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Third Amendment to Transit Shelter Agreement

RECOMMENDED MOTION

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

THIRD AMENDMENT TO TRANSIT SHELTER AGREEMENT

This Third Amendment to the Transit Shelter Agreement (the "Third Amendment") is made and entered into this _____ day of _____, 2020, by and between the TOWN OF PARKER, a Colorado municipal corporation (the "Town"), and OUTDOOR PROMOTIONS, LLC, a Delaware limited liability company ("Outdoor Promotions").

RECITALS:

1. The Town and Outdoor Promotions West, LLC, entered into the Transit Shelter Agreement on March 1, 2000 (the "Agreement"), pursuant to which illuminated transit shelters are installed and maintained in compliance with the Agreement at certain bus stop sites identified from time to time by the Town.

2. On April 23, 2004, the Town, Outdoor Promotions West, LLC, and Outdoor Promotions, Inc., entered into the Assignment and Assumption Agreement (Transit Shelter Agreement), in which all rights, title, obligations, and liabilities were assigned to and assumed by Outdoor Promotions, Inc.

3. On July 23, 2004, the Town and Outdoor Promotions, Inc., entered into the First Amendment of the Agreement.

4. On February 21, 2008, Outdoor Promotions, LLC, requested the Town's consent to assign the Agreement from Outdoor Promotions, Inc. to Outdoor Promotions, LLC, to which the Town gave its consent on February 29, 2008.

5. On April 18, 2016, the Town and Outdoor Promotions, Inc., entered into the Second Amendment of the Agreement.

6. The final extension of the Agreement expires February 29, 2020.

7. The Town and Outdoor Promotions desire to amend Article III to extend the term of the Agreement thirty (30) days to March 29, 2020.

NOW, THEREFORE, for and in consideration of the above promises and the terms, covenants and conditions set forth herein, the Town and Outdoor Promotions hereby agree to this Third Amendment as follows:

Section 1. Article III, Term, of the Agreement is hereby amended to provide as follows:

ARTICLE III

TERM

This Agreement shall expire on March 29, 2020.

Section 3. The Town and Outdoor Promotions acknowledge and agree that the Agreement has not been amended, except as provided in the Assignment and Assumption Agreement (Transit Shelter Agreement), the First Amendment, the Consent, the Second Amendment, and this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment by their respective officers or agents who are duly authorized to bind the party for which their signature appears.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

OUTDOOR PROMOTIONS, LLC

By: _____

[Please print name/title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Outdoor Promotions, LLC.

My commission expires: _____.

SEAL

Notary Public



Request for Town Council Action

Date: February 18, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.544 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for the Cherry Creek Interceptor Project

Department: Engineering/Public Works, Alex Mestdagh

Second Reading: March 2, 2020

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to dedicate sanitary sewer main easements to Parker Water and Sanitation District (PWSD) over Town-owned properties. These easements are being requested for construction of a major sanitary sewer main known as the Cherry Creek Interceptor project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PWSD is preparing to construct a major sanitary sewer main known as the Cherry Creek Interceptor. This line will stretch 2.5 miles between PWSD's South Water Reclamation Facility, located in the Joint-Use Facility off Twenty Mile Road, and the North Water Reclamation Facility located on Woodman Road. PWSD is currently expanding the capacity of the North Facility, and this new line will allow the district to divert flows from the South Facility to the North Facility in order to handle increasing demand. A project narrative with further information is included in the materials for this item.

The proposed alignment for this new line will generally follow Cherry Creek in order to avoid extensive disruptions to Town roadways. Much of this alignment crosses Town-owned open space parcels or drainage facilities, over which PWSD is requesting approximately four acres of sanitary sewer main easement.

PWSD will be responsible for the restoration and revegetation of all disturbed areas through a Town Grading Permit. The project will also be responsible for any necessary tree mitigation in accordance with Town Code and policies.

FINANCIAL IMPACT

These easements are proposed to be dedicated as part of ongoing cooperation between the Town and PWSD without financial considerations.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Project Narrative
2. Vicinity Map
3. Ordinance No. 1.544

RECOMMENDED MOTION

I move to approve Ordinance No. 1.544 on first reading and to schedule second reading for March 2, 2020, as part of the consent agenda.

13.04.205 (h)(13) - Available and Economically Feasible Alternatives for the Interceptor? 9

Project Background

The Cherry Creek Interceptor (CCI) project involves construction of a 2.5-mile sanitary sewer pipeline to deliver sanitary wastewater flows generated within the Parker Water and Sanitation District's (PWSD's) service area boundary to the North Water Reclamation Facility (NWRf) for wastewater treatment. Wastewater flows are collected at individual customer connections by sanitary sewer pipelines typically constructed beneath paved streets. Sanitary sewer pipelines are typically small diameter (8- to 18-inch diameter) pipes that connect at the downstream end to larger diameter transmission pipelines, called interceptors. The CCI will transmit the sanitary sewer flow through 2,400 linear feet (LF) of 21-inch, 500 LF of 24-inch, 300 LF of 30-inch, 6,600 LF of 36-inch and 3,000 LF of 48-inch pipeline. The project also includes three pipeline connections to sanitary sewers upstream of the existing Clarke Farms Lift Station (LS), Challenger Park LS and Lincoln Meadows LS. The connections divert flows to bypass the lift stations, which allows PWSD to abandon operation of these pump facilities. (Lift stations are pumping facilities used to deliver wastewater flows from a lower elevation to a higher elevation.)

Wastewater flows from PWSD's service area are currently handled by two treatment facilities, the NWRf, located just north of E-470 on Parker Road at East Woodman Drive, and the South Water Reclamation Facility (SWRF), located at the intersection of Plaza Drive and South Twenty Mile Road. Flows arrive first at the inlet of the SWRF and then split so that some flow goes to the SWRF and the remainder flows to the NWRf. The combined treatment capacities are sufficient to handle wastewater flow projections through 2021. As the Town of Parker continues to grow, wastewater flows will increase and the existing treatment capacity will be insufficient to meet increasing flow projections without treatment expansion.

The CCI is a critical part of PWSD's wastewater master plan to manage the collection and treatment of wastewater flows through buildout projections. The master plan is to expand the existing capacity at the NWRf to treat all wastewater collected in PWSD's service area and ultimately decommission the South Water Reclamation Facility (SWRF). The CCI will divert wastewater flows and loads arriving at the inlet to the SWRF and continue along the Cherry Creek corridor to the NWRf. Simultaneously, PWSD is executing the first phase of a parallel project, submitted for planning review separately, which will expand the capacity at the NWRf (Phase 1A of treatment expansion). Once Phase 1A is complete in 2025, the NWRf will be able to accept flows from the CCI. This includes one million gallons per day diverted at the SWRF in addition to flows from the three lift stations. It is important to note that even though the CCI construction completion is planned in 2021, the final connection to the NWRf will not be made and it will not operate until NWRf Phase 1A expansion is complete. The NWRf Phase 1A Site Application and Process Design Report was submitted to CDPHE in the fall 2018. A site amendment application is required for the NWRf Expansion and was submitted to the Town of Parker in fall 2018.

The CCI will divert wastewater flows by means of gravity conveyance from the SWRF and the three service sub-areas, currently served by the three lift stations, to the NWRf. Gravity conveyance provides operational reliability that lift stations cannot. Lift stations require uninterrupted power supply and equipment operation to successfully deliver flows. A power outage or equipment failure can result in sewer flow back-ups, causing odor complaints and in the worst cases, sewer overflows. The CCI is able to provide gravity flow because the NWRf is at a lower elevation than the areas currently served by the lift stations and the SWRF, and the pipeline can follow a downward-sloping grade line along the Cherry Creek Corridor. Abandoned operation of the lift stations eliminates the risk associated with power and equipment failures and increases the operational reliability of the sewer collection system.

The interceptor will be constructed entirely below ground with only manholes present at grade. The entire length of construction will be returned to pre-construction conditions following completion. Project maps and site plans are attached for review.



Proposed Sanitary Sewer
Main alignment

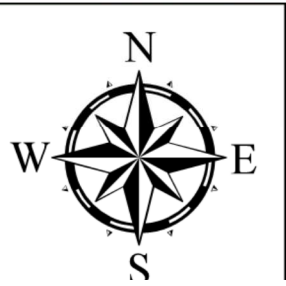
Lincoln Avenue

Cherry Creek

Parker Road

PWSD North
Plant

PWSD South
Plant



PWSD Easement Dedication -
Cherry Creek Interceptor
Vicinity Map

ORDINANCE NO. 1.544, Series of 2020

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR THE CHERRY CREEK INTERCEPTOR PROJECT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for the Cherry Creek Interceptor project; and

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

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 Temporary Easement Agreements between the Town and the Parker Water and Sanitation District for the construction of the Cherry Creek Interceptor Project, which are attached hereto as **Exhibit A-1** through **A-10** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Temporary Easement Agreements on behalf of the Town.

Section 2. The Town Council of the Town of Parker hereby approves the Sanitary Sewer Main Easement Agreements between the Town and the Parker Water and Sanitation District for the construction of the Cherry Creek Interceptor Project, which are attached hereto as **Exhibit A-11** through **A-20** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Sanitary Sewer Easement Agreements on behalf of the Town.

Section 3. 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 4. 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 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A-1

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020

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STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-03

A TEMPORARY EASEMENT, LYING WITHIN TRACT A, KMECIAK PROPERTY MINOR DEVELOPMENT PLAT, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 2013088783 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 100.00-FOOT-WIDE STRIP OF LAND, LYING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 9 BEARS S00°09'57"E, 2669.39 FEET;

THENCE S44°18'18"W, 1374.61 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S34°24'35"E, 203.78 FEET TO THE SOUTH LINE OF SAID TRACT A AND TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE SAID EAST 1/4 CORNER BEARS S29°19'53"E, 1740.71 FEET,

LESS AND EXCEPT A 50.00-FOOT-WIDE STRIP OF LAND LYING 25.00 FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE,

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 7,714 SQUARE FEET OR 0.1771 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

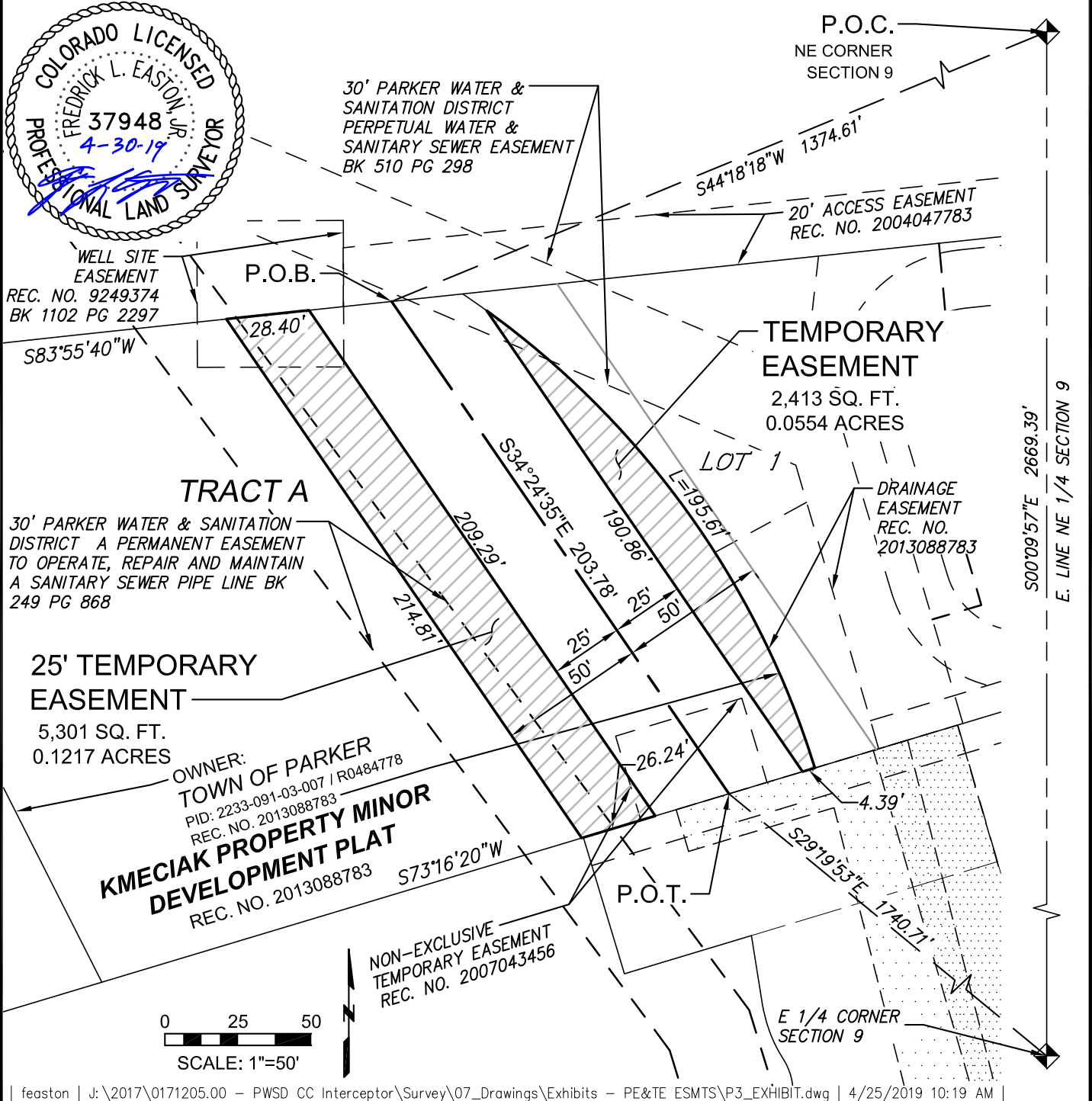


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 1
PARCEL TE-03

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
NE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/23/2019
Revised:

1 OF 1

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this ____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
G:\LEGAL\AGR\PWSD- PARCEL TE-06 TEMP CONSTR EASMT 20200128.DOCX

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-06

A TEMPORARY EASEMENT, LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2017082157 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE EAST 1/2 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 100.00-FOOT-WIDE STRIP OF LAND, LYING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 9 BEARS S00°09'57"E, 2669.39 FEET;

THENCE S34°21'25"W, 1446.21 FEET TO A POINT ON THE NORTH LINE OF TRACT E WESTCREEK FILING NO. 1, THIRD AMENDMENT AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2017082056 IN SAID OFFICE, SAID POINT BEING THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S34°24'35"E 102.23 FEET;

THENCE S16°09'20"E 179.19 FEET;

THENCE S06°00'00"W 461.27 FEET;

THENCE S08°51'07"W, 404.65 FEET;

THENCE S21°38'06"W, 42.34 FEET;

THENCE S26°45'41"E, 22.94 FEET;

THENCE S00°00'00"E, 335.78 TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, BEING ON THE SOUTH LINE OF SAID PARCEL DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2017082157, WHENCE SAID EAST 1/4 CORNER BEARS N87°34'49"E, 832.77 FEET.

LESS AND EXCEPT A 50.00 FOOT WIDE STRIP OF LAND, LYING 25.00 FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE,

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 20,789 SQUARE FEET OR 0.4772 ACRES,
MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

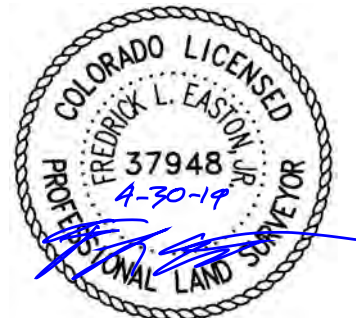


EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 5
PARCEL TE-06

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



AREA 1
TEMPORARY
EASEMENT —

1,128 SQ. FT.
0.0259 ACRES

LIMITS OF CONSTRUCTION

30' PARKER WATER & —
SANITATION DISTRICT
A PERMANENT EASEMENT
TO OPERATE, REPAIR AND
MAINTAIN A SANITARY
SEWER PIPE LINE BK 249
PG 868

OWNER:

TOWN OF PARKER

PID: 2233-091-00-012 / R0475135

REC. NO. 2017082157

UNPLATTED

SEE SHEET 2

E. LINE NE 1/4 SECTION 9 S00°09'57"E 2669.39

E. LINE NE 1/4 SECTION 9

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P6_EXHIBIT_TE.dwg | 4/25/2019 11:07 AM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No:	0171205
Drawn by:	JAN
Approved:	FLE
Date:	04/25/2019
Revised:	

1 OF 5

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 5
PARCEL TE-06

POC = POINT OF COMMENCEMENT
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SEE SHEET 1



UNPLATTED

30' PARKER WATER & SANITATION
DISTRICT
A PERMANENT EASEMENT TO OPERATE,
REPAIR AND MAINTAIN A SANITARY
SEWER PIPE LINE
BK 249 PG 868

AREA 2
TEMPORARY
EASEMENT

645 SQ. FT.
0.0148 ACRES

30' PARKER WATER & SANITATION DISTRICT
RIGHT-OF-WAY EASEMENT FOR WATER AND
SEWER LINES, BK 493 PG 445

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

LIMITS OF CONSTRUCTION
UNPLATTED

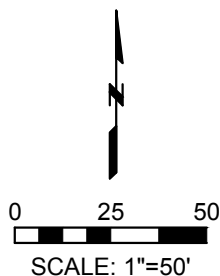
TRACT E

WESTCREEK
FILING NO. 1,
THIRD
AMENDMENT

REC. NO. 2017082056

30' PARKER WATER
& SANITATION
DISTRICT
RIGHT-OF-WAY
EASEMENT FOR
WATER AND SEWER
LINES REC. NO.
9739295, BK 1448
PG 1783

S00°09'57"E 2669.39'
E. LINE NE 1/4 SECTION 9



SEE SHEET 3

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

TEMPORARY EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

2 OF 5

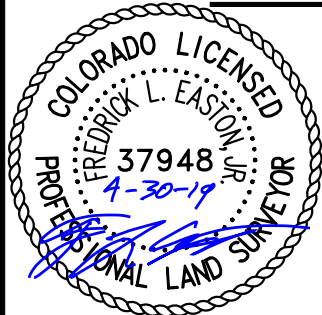
ILLUSTRATION FOR **EXHIBIT A**

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PAGE 3 OF 5
PARCEL TE-06

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SEE SHEET 2



TRACT E

20' STREAM
BUFFER SETBACK
REC. NO.
2017082056

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

AREA 3
TEMPORARY
EASEMENT
315 SQ. FT.
0.0072 ACRES

UNPLATTED



0 25 50
SCALE: 1"=50'

S06°00'00"W
461.27'

50'

25'

TRACT E

30' PARKER WATER &
SANITATION DISTRICT
RIGHT-OF-WAY EASEMENT
FOR WATER AND SEWER
LINES, BK 493 PG 445

30' PARKER WATER &
SANITATION DISTRICT
RIGHT-OF-WAY EASEMENT FOR
WATER AND SEWER LINES REC.
NO. 9739295, BK 1448 PG 1783

**WESTCREEK FILING NO.
1, THIRD AMENDMENT**
REC. NO. 2017082056

30' PARKER WATER & SANITATION DISTRICT
A PERMANENT EASEMENT TO OPERATE,
REPAIR AND MAINTAIN A SANITARY SEWER
PIPE LINE BK 249 PG 868

S00°09'57"E 2669.39'
E. LINE NE 1/4 SECTION 9

S08°51'07"W
404.65'

84.46'
60.25'
L=14.07
L=11.96

SEE SHEET 4

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

3 OF 5

ILLUSTRATION FOR EXHIBIT A

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PAGE 4 OF 5
PARCEL TE-06

POC = POINT OF COMMENCEMENT
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POT = POINT OF TERMINUS

SEE SHEET 3



20' STREAM BUFFER
SETBACK
REC. NO. 2017082056

AREA 4
TEMPORARY
EASEMENT

85 SQ. FT.
0.0020 ACRES

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

UNPLATTED

AREA 5
TEMPORARY
EASEMENT

25' DRAINAGE EASEMENT
REC. NO. 2017082056
LOT 1

WESTCREEK FILING NO.
1, THIRD AMENDMENT
REC. NO. 2017082056

LOT

0 25 50
SCALE: 1"=50'

SEE SHEET 5

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Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

4 OF 5

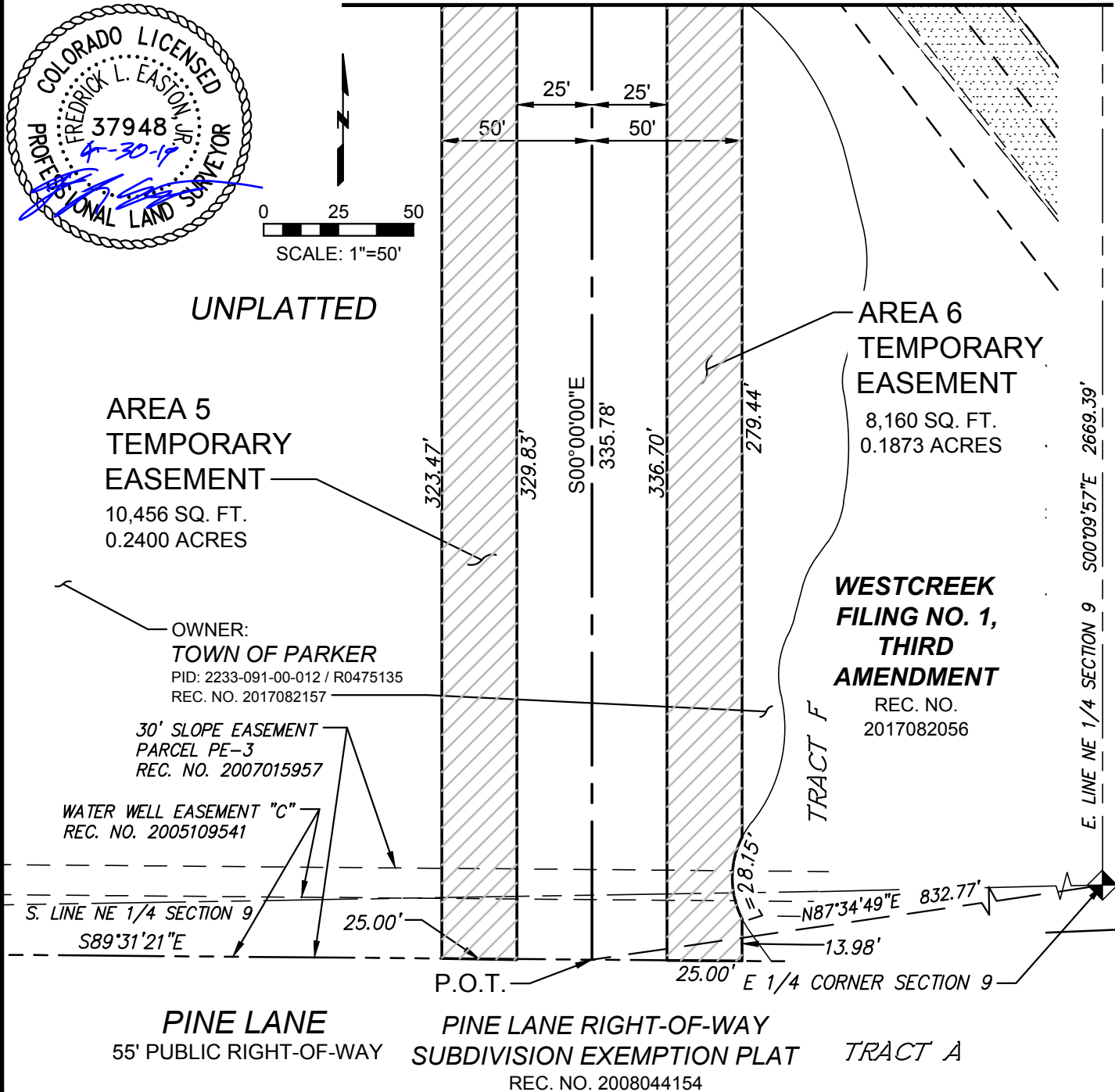
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PAGE 5 OF 5
PARCEL TE-06

POC = POINT OF COMMENCEMENT
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SEE SHEET 4



feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P6_EXHIBIT_TE.dwg | 4/25/2019 11:07 AM



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

5 OF 5

EXHIBIT A-3

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this ____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
G:\LEGAL\AGR\PWSD- PARCEL TE-10 TEMP CONSTR EASMT 20200128.DOCX

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-10

TWO TEMPORARY EASEMENTS, 25 FEET WIDE, BEING PORTIONS OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT 1 COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET;

THENCE S78°02'55"W, 824.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A AND THE **POINT OF BEGINNING**;

THENCE S00°00'00"E, 29.63 FEET;

THENCE S31°03'47"W, 280.73 FEET TO THE SOUTH LINE OF SAID TRACT A AND REFERENCE POINT "A";

THENCE S80°16'09"E ALONG SAID SOUTH LINE, 26.84 FEET;

THENCE N31°03'47"E, 277.91 FEET;

THENCE N00°00'00"E, 36.80 FEET TO SAID NORTH LINE OF TRACT A;

THENCE S89°28'16"W ALONG SAID NORTH LINE, 25.00 FEET TO THE **POINT OF BEGINNING**,

TOGETHER WITH TEMPORARY EASEMENT 2 COMMENCING AT SAID REFERENCE POINT "A";

THENCE N80°16'09"W ALONG SAID SOUTH LINE, 53.68 FEET TO THE **POINT OF BEGINNING**;

THENCE N31°03'47"E, 260.74 FEET;

THENCE N90°00'00"W, 206.83 FEET TO THE WEST LINE OF SAID TRACT A;

THENCE S03°18'53"E ALONG SAID WEST LINE, 25.04 FEET;

THENCE N90°00'00"E, 161.14 FEET;

THENCE S31°03'47"W, 226.26 FEET TO SAID SOUTH LINE OF SAID TRACT A;

THENCE S80°16'09"E ALONG SAID SOUTH LINE, 26.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 18,500 SQUARE FEET OR 0.4247 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
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PAGE 1 OF 1
PARCEL TE-10

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING



TRACT A
PINE LANE RIGHT-OF-WAY
SUBDIVISION EXEMPTION PLAT
REC. NO. 2008044154

P.O.C.
E 1/4 CORNER SECTION 9

PINE LANE
55' PUBLIC RIGHT-OF-WAY
P.O.B.
EASEMENT
AREA 1

**25' TEMPORARY
EASEMENT 2**

10,687 SQ. FT.
0.2453 ACRES

**25' TEMPORARY
EASEMENT 1**
7,813 SQ. FT.
0.1794 ACRES

TRACT A
**PARKER AUTO
PLAZA FILING
NO. 3**

REC. NO. 2009030060

OWNER:
TOWN OF PARKER
PID: 2233-094-08-002 / R0478942
REC. NO.

REFERENCE
POINT "A"

P.O.B. EASEMENT
AREA 2

SE CORNER
SECTION 9

0 30 60
SCALE: 1"=60'

UNPLATTED

feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P10_EXHIBIT_TE.dwg | 4/25/2019 2:34 PM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

TEMPORARY EASEMENTS
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 1

EXHIBIT A-4

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
G:\LEGAL\AGR\PWSD- PARCEL TE-11 TEMP CONSTR EASMT 20200128.DOCX

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-11

FOUR TEMPORARY EASEMENTS SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT 1 COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET;

THENCE S80°36'18"W, 1093.48 FEET TO A POINT ON THE WEST LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND TO THE **POINT OF BEGINNING**;

THENCE N90°00'00"W, 529.95 FEET TO THE EAST LINE OF TRACT L, CHALLENGER PARK ESTATES FILING NO. 2, AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 99028739 IN SAID OFFICE;

THENCE S00°09'30"E, 23.31 FEET TO THE SOUTH LINE OF TRACT A, PINE LANE RIGHT-OF-WAY AS DEPICTED ON THAT SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NUMBER 2008044154 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N87°02'00"E ALONG SAID SOUTH LINE, 32.67 FEET;

THENCE N90°00'00"E, 227.34 FEET TO SAID SOUTH LINE;

THENCE S86°31'14"E ALONG SAID SOUTH LINE, 270.05 TO A WEST LINE OF SAID TRACT A, PINE LANE RIGHT-OF-WAY;

THENCE S03°19'04"E, 3.45 FEET TO SAID WEST LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3;

THENCE S03°18'53"E ALONG SAID WEST LINE, 5.17 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH TEMPORARY EASEMENT 2, A 25.00-FOOT-WIDE STRIP OF LAND, **COMMENCING** AT THE ABOVE POINT OF BEGINNING OF TEMPORARY EASEMENT 1;

THENCE S03°18'53"E ALONG SAID WEST LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, 30.05 FEET TO THE **POINT OF BEGINNING**;

THENCE N90°00'00"W, 531.61 FEET TO SAID EAST LINE OF TRACT L;

THENCE S00°09'30"W ALONG SAID EAST LINE, 25.00 FEET;

THENCE N90°00'00"E, 532.99 FEET TO SAID WEST LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3;



THENCE N03°18'53"W ALONG SAID WEST LINE, 25.04 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH TEMPORARY EASEMENT 3 COMMENCING AT SAID EAST QUARTER CORNER OF SAID SECTION 9;

THENCE S65°08'45"W, 1049.04 FEET TO THE SOUTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND TO THE **POINT OF BEGINNING**;

THENCE S31°03'47"W, 33.50 FEET;

THENCE S01°22'58"W, 409.03 FEET;

THENCE S01°57'13"W, 29.03 FEET TO THE NORTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 2, AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 2006002992 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND TO REFERENCE POINT "A";

THENCE S84°24'08"E ALONG SAID NORTH LINE, 25.05 FEET;

THENCE N01°57'13"E, 30.75 FEET

THENCE N01°22'58"E, 192.72 FEET;

THENCE S89°19'12"E, 247.15 FEET;

THENCE N80°19'07"E, 74.01 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 84°38'20", ALONG THE ARC OF SAID CURVE 73.86 FEET, SAID CURVE HAVING A CHORD LENGTH OF 67.33 FEET WHICH BEARS N38°09'09"E;

THENCE N00°00'00"E, 103.30 FEET TO THE SOUTHWEST LINE OF LOT 1, BLOCK 1, SAID PARKER AUTO PLAZA FILING NO. 3;

THENCE N60°42'28"W ALONG SAID SOUTHWEST LINE, 26.10 FEET;

THENCE S00°00'00"E, 93.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 80°19'07", ALONG THE ARC OF SAID CURVE 70.09 FEET, TO THE POINT OF TANGENCY;

THENCE S80°19'07"W, 53.31 FEET;

THENCE N89°19'12"W, 93.57 FEET;

THENCE N00°00'00"E, 150.06 FEET;

THENCE N90°00'00"W, 146.90 FEET;

THENCE N01°22'58"E, 31.48 FEET;

THENCE N31°03'47"E, 36.64 FEET TO SAID SOUTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3;

THENCE N80°16'09"W ALONG SAID SOUTH LINE, 26.84 FEET TO THE **POINT OF BEGINNING**;



TOGETHER WITH TEMPORARY EASEMENT 4, A 25.00-FOOT-WIDE STRIP OF LAND, COMMENCING AT SAID REFERENCE POINT "A";

THENCE N84°24'08"W ALONG SAID NORTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 2, 50.10 FEET TO THE **POINT OF BEGINNING**;

THENCE N01°57'13"E, 25.60 FEET;

THENCE N01°22'58"E, 422.03 FEET;

THENCE N31°03'47"E, 27.22 FEET TO SAID SOUTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3;

THENCE N80°16'09"W ALONG SAID SOUTH LINE, 26.84 FEET;

THENCE S31°03'47"W, 24.08 FEET;

THENCE S01°22'58"W, 428.53 FEET;

THENCE S01°57'13"W, 23.88 FEET TO SAID NORTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 2;

THENCE S84°24'08"E ALONG SAID NORTH LINE, 25.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 83,941 SQUARE FEET OR 1.9270 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

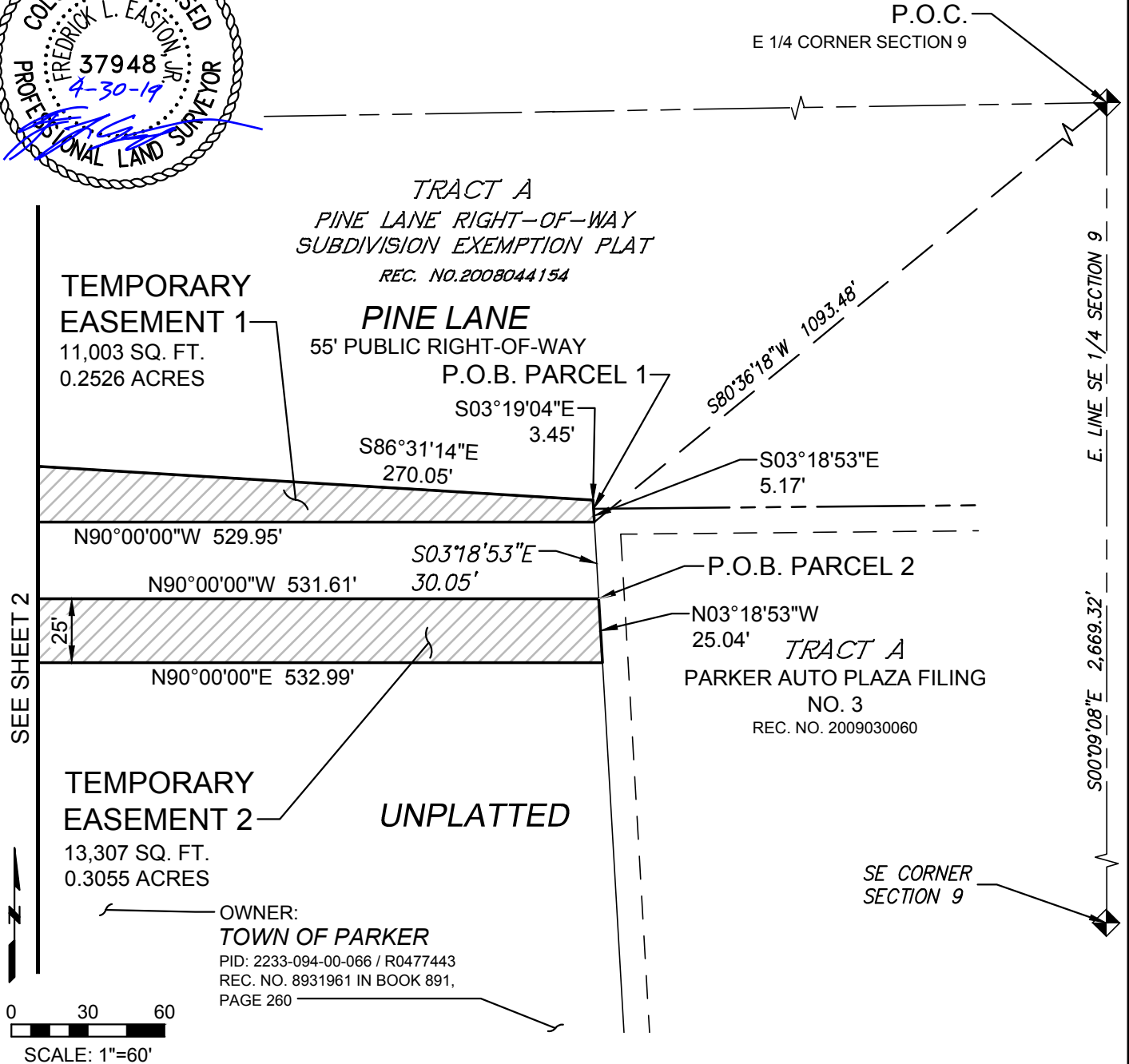


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 4
PARCEL TE-11

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



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5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 4

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 4
PARCEL TE-11

POC = POINT OF COMMENCEMENT
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TRACT A
PINE LANE RIGHT-OF-WAY
SUBDIVISION EXEMPTION PLAT
REC. NO. 2008044154

TEMPORARY
EASEMENT 1
11,003 SQ. FT.
0.2526 ACRES

PINE LANE
55' PUBLIC RIGHT-OF-WAY

N00°09'30"W
23.31'

N87°02'00"E
32.67'

S86°31'14"E
270.05'

N90°00'00"E 227.34'

N00°09'30"W
30.00'

N90°00'00"W 529.95'

S00°09'30"E
25.00'

N90°00'00"W 531.61'

N90°00'00"E 532.99'

TEMPORARY
EASEMENT 2
13,307 SQ. FT.
0.3055 ACRES

UNPLATTED

OWNER:
TOWN OF PARKER
PID: 2233-094-00-066 / R0477443
REC. NO. 8931961 IN BOOK 891,
PAGE 260

SEE SHEET 1

0 30 60
SCALE: 1"=60'

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Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

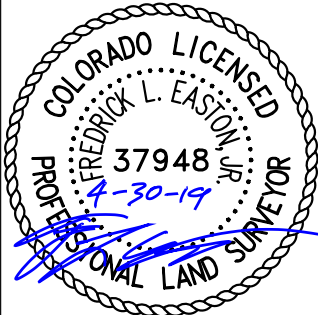
2 OF 4

ILLUSTRATION FOR EXHIBIT A

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PAGE 3 OF 4
PARCEL TE-11

POC = POINT OF COMMENCEMENT
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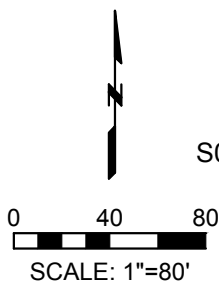


TRACT A
PARKER AUTO PLAZA
FILING NO. 3
REC. NO. 2009030060

TEMPORARY
EASEMENT 4
11,892 SQ. FT.
0.2730 ACRES

UNPLATTED

OWNER:
TOWN OF
PARKER
PID: 2233-094-00-066 /
R0477443
REC. NO. 8931961 IN
BOOK 891, PAGE 260



TRACT A
PARKER AUTO PLAZA
FILING NO. 2
REC. NO. 2006002992

N01°57'13"E
25.60'

S01°57'13"W
23.88'

P.O.B.
PARCEL 4

S84°24'08"E
25.05'

N84°24'08"W
50.10'

S01°57'13"W
29.03'

REFERENCE
POINT "A"

N01°57'13"E
30.75'

S84°24'08"E
25.05'

SE CORNER
SECTION 9

N80°16'09"W
26.84'

S31°03'47"W
24.08'

N31°03'47"E
27.22'

P.O.B. PARCEL 3

N01°22'58"E 422.03'

S01°22'58"W 409.03'

N01°22'58"E 192.72'

N31°03'47"E
36.64'

N01°22'58"E 31.48'

N90°00'00"W 146.90'

S31°03'47"W
33.50'

P.O.C.
E 1/4 CORNER
SECTION 9

N00°00'00"E
150.06'

N89°19'12"W
93.57'

S89°19'12"E 247.15'

TEMPORARY
EASEMENT 3
47,739 SQ. FT.
1.0959 ACRES

UNPLATTED

SEE SHEET 4
S00°09'08"E E. LINE SE 1/4 SECTION 9
2669.32'

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

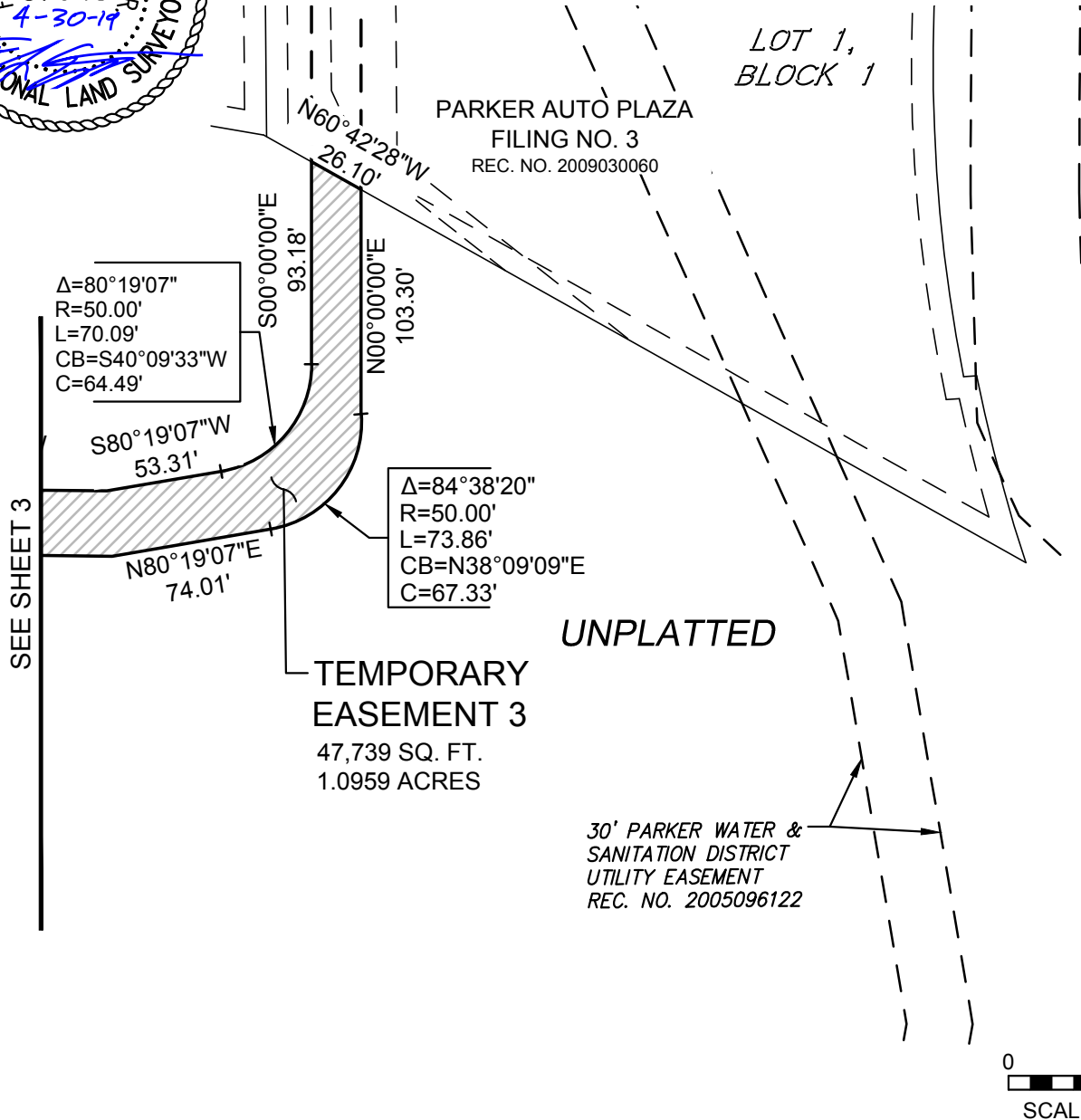
3 OF 4

ILLUSTRATION FOR EXHIBIT A

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PAGE 4 OF 4
PARCEL TE-11

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5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

4 OF 4

EXHIBIT A-5

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
G:\LEGAL\AGR\PWSD- PARCEL TE-15 TEMP CONSTR EASMT 20200128.DOCX

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-15

A TEMPORARY EASEMENT, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 9 AND THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 50.00 FOOT WIDE STRIP OF LAND, LYING 50.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH, THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET; THENCE S33°59'46"W, 1979.32 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S16°16'02"W, 81.61 FEET;

THENCE S12°28'06"W, 331.58 FEET;

THENCE S16°58'58"W, 358.81 FEET;

THENCE S24°00'28"W, 403.56 FEET;

THENCE S04°31'19"W, 463.97 FEET;

THENCE S13°16'14"E, 25.97 FEET TO THE SOUTH LINE OF SAID TRACT A, PARKER AUTO PLAZA FILING NO. 2 AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 2006002992 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF TERMINATION**, WHENCE SAID SOUTHEAST CORNER OF SECTION 9 BEARS N69°10'45"E, 1613.22 FEET;

LESS AND EXCEPT A 25.00 FEET WIDE STRIP OF LAND LYING 25.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH ABOVE DESCRIBED REFERENCE LINE,

ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN SAID TRACT A, PARKER AUTO PLAZA FILING NO. 2.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 31,755 SQUARE FEET OR 0.7290 ACRES,
MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

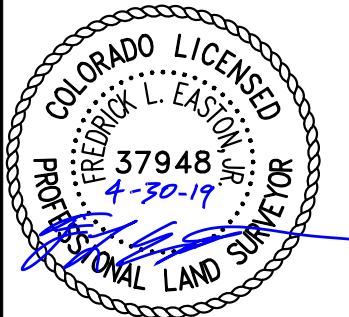


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 4
PARCEL TE-15

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



**TRACT A
PARKER
AUTO PLAZA
FILING NO. 2**

REC. NO.
2006002992

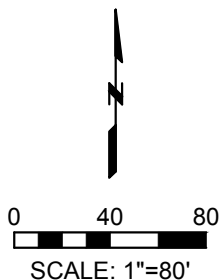
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TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 9557805, 9655691 &
9655692

UNPLATTED

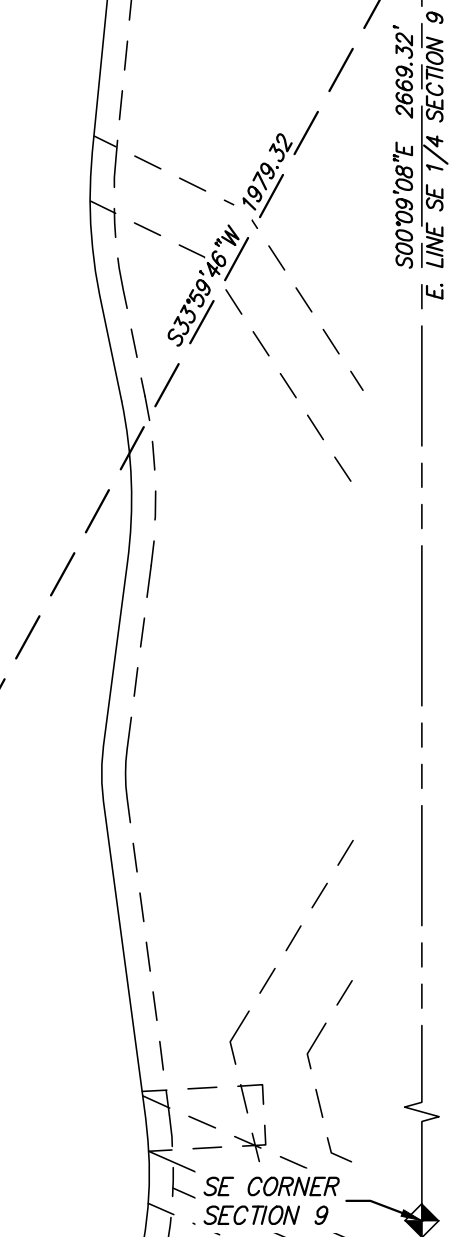
TEMPORARY
EASEMENT
AREA 1

P.O.B.

P.O.C.
E 1/4 CORNER SECTION 9



SEE SHEET 2



SE CORNER
SECTION 9

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 4

ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
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SECTION LINE DIMENSIONS AND CALCULATION
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PAGE 2 OF 4
PARCEL TE-15

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS

SEE SHEET 1

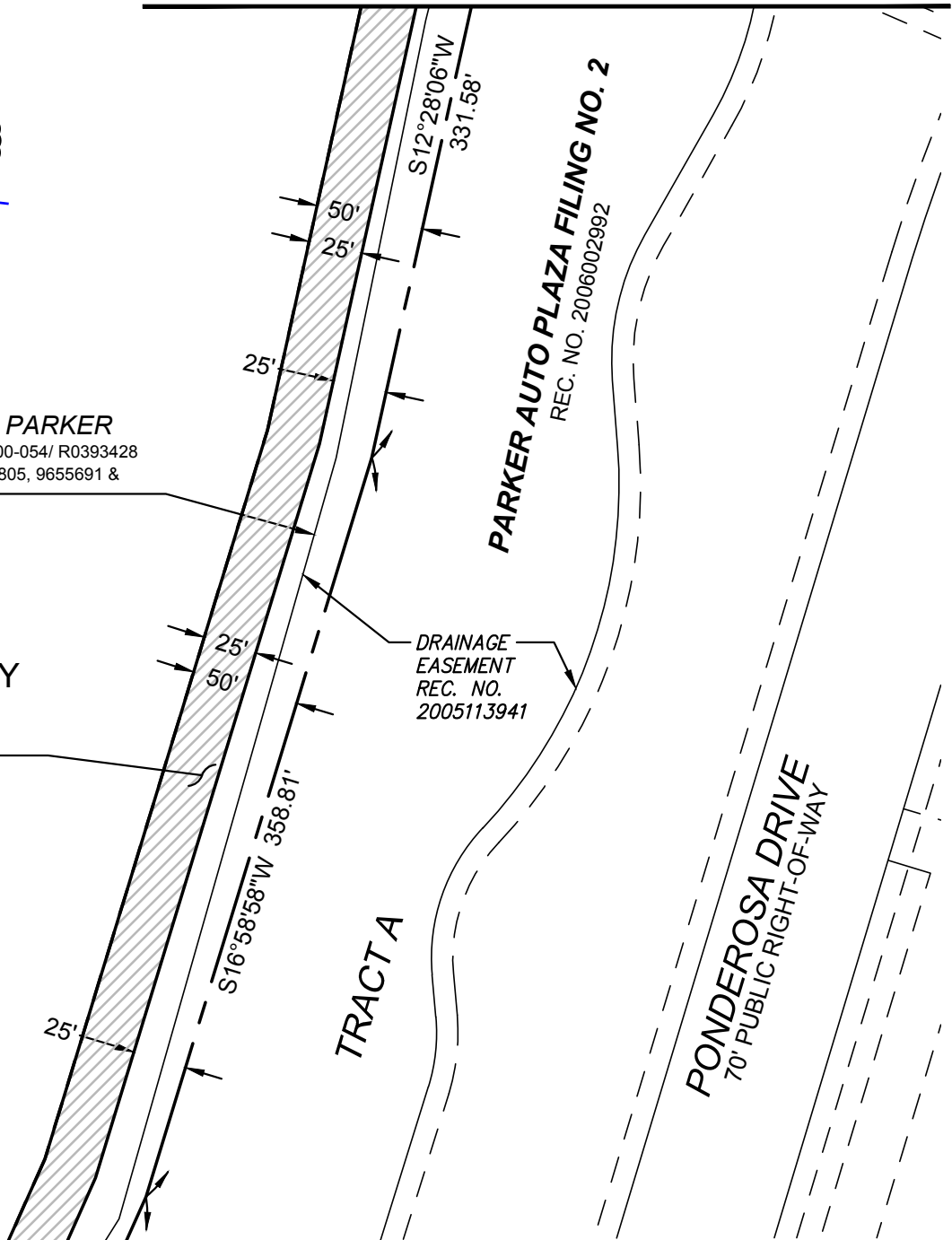
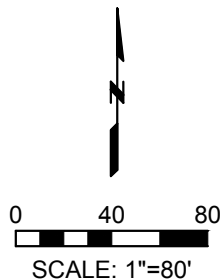


OWNER:
TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 9557805, 9655691 &
9655692

UNPLATTED

**TEMPORARY
EASEMENT
AREA 1**

26,012 SQ. FT.
0.5972 ACRES



SEE SHEET 3

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P15_EXHIBIT_PE.dwg | 4/25/2019 8:38 PM |



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**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**

TEMPORARY EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

2 OF 4

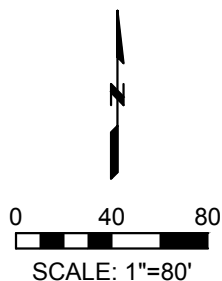
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PAGE 3 OF 4
PARCEL TE-15

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POT = POINT OF TERMINUS

SEE SHEET 2



TRACT L
CHALLENGER PARK
ESTATES FILING NO. 2
REC. NO. 99028739

PERMANENT
EASEMENT
AREA 1

PARKER AUTO PLAZA FILING NO. 2
REC. NO. 2006002992

S. LINE SE 1/4 SECTION 9
N. LINE NE 1/4 SECTION 16

OWNER:
TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 8712189

TEMPORARY
EASEMENT AREA 2

5,088 SQ. FT.
0.1168 ACRES

LOT 2, BLOCK 1
STONEGATE EAST
FILING NO. 1
REC. NO. 8712189

TRACT A

SEE SHEET 4

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

TEMPORARY EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

3 OF 4

ILLUSTRATION FOR EXHIBIT A

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PAGE 4 OF 4
PARCEL TE-15

POC = POINT OF COMMENCEMENT
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POT = POINT OF TERMINUS



SEE SHEET 3

TEMPORARY EASEMENT AREA 3

655 SQ. FT.
0.0150 ACRES

LOT 2,
BLOCK 1
STONEGATE EAST
FILING NO. 1
REC. NO. 8712189

S74°40'46"W

P.O.T.

LINCOLN AVENUE
100' PUBLIC RIGHT-OF-WAY

TRACT A
PARKER AUTO
PLAZA FILING NO. 2
REC. NO. 2006002992

PERMANENT SLOPE, DRAINAGE AND
PEDESTRIAN EASEMENT PARCEL PE-8N
BK 1544 PG 888

N69°10'45"E 1613.22'

S13°16'14"E
25.97'

SE CORNER
SECTION 9

S00°09'08"E 2,669.32'
E. LINE SE 1/4 SECTION 9



0 40 80
SCALE: 1"=80'

feaston | J:\2017\0171205.00 - PWSDD Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P15_EXHIBIT_PE.dwg | 4/25/2019 8:38 PM |



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

TEMPORARY EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

4 OF 4

EXHIBIT A-6

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
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[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-19

A TEMPORARY EASEMENT, BEING THAT PORTION OF A 100.00-FOOT-WIDE STRIP OF LAND, LYING WITHIN LOT 1, BLOCK 2, STONEGATE EAST FILING NO. 1, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 198712189 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS S00°00'24"E, 2670.64 FEET;

THENCE S64°09'33"W, 1638.51 FEET TO THE NORTH LINE TRACT A, LINCOLN MEADOWS FILING NO. 1 AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 2003081872 IN SAID OFFICE AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S13°16'14"E, 2.82 FEET;

THENCE S26°16'40"E, 465.45 FEET;

THENCE S30°00'28"E, 135.98 FEET;

THENCE S08°26'35"E, 252.62 FEET;

THENCE S07°07'04"W, 393.19 FEET;

THENCE S13°38'20"W, 217.30 FEET;

THENCE S19°06'44"W, 147.40 FEET TO THE SOUTH LINE OF SAID LOT 2, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2013073075 IN SAID OFFICE;

THENCE CONTINUE S19°06'44"W, 17.71 FEET TO **THE POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS S72°39'19"E, 1379.94 FEET;

LESS AND EXCEPT A 50.00-FOOT-WIDE STRIP OF LAND LYING 25.00 FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE.

WITH THE EXCEPTION OF THE MOST SOUTHERLY-WEST LINE OF THE 100-FOOT-WIDE STRIP, THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 30,398 SQUARE FEET OR 0.6978 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

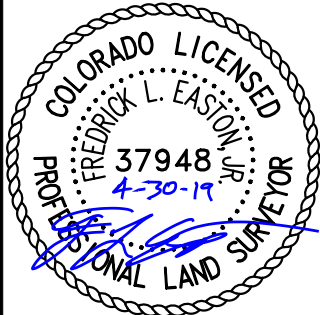


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 3
PARCEL TE-19

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POT = POINT OF TERMINUS



LINCOLN AVENUE
100' PUBLIC RIGHT-OF-WAY

P.O.C.

NE CORNER SECTION 16

S64°09'33"W 1638.51

P.O.B.

LOT 4

LINCOLN MEADOWS FILING
NO. 4, 1ST AMENDMENT
REC. NO. 2013073075

TRACT A
LINCOLN
MEADOWS
FILING NO. 1
REC. NO.
2003081872

N74°37'52"E

S13°16'14"E
2.82'

OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO.

50' UTILITY EASEMENT
REC. NO. 2013073075

50' PARKER WATER &
SANITATION DISTRICT
NON-EXCLUSIVE PERPETUAL
EASEMENT FOR WATER MAIN
REC. NO. 2014002471

LOT 1,
BLOCK 2
STONEGATE EAST
FILING NO. 1
REC. NO. 198712189

TEMPORARY
EASEMENT

AREA 1
29,443 SQ. FT.
0.6759 ACRES

S26°16'40"E 465.45'
50' DEVELOPMENT
SETBACK
REC. NO. 2003081872

S71°11'50"

128.46'

36.58'

36.53'

128.08'

S30°00'28"E
135.98'

LOT 3

EAST 1/4 CORNER
SECTION 16

S00°00'24"E 2670.64'

E. LINE NE 1/4 SECTION 16

0 50 100
SCALE: 1"=100'

SEE SHEET 2

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

1 OF 3

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 3
PARCEL TE-19

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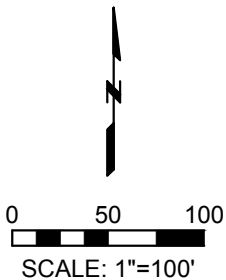
SEE SHEET 2



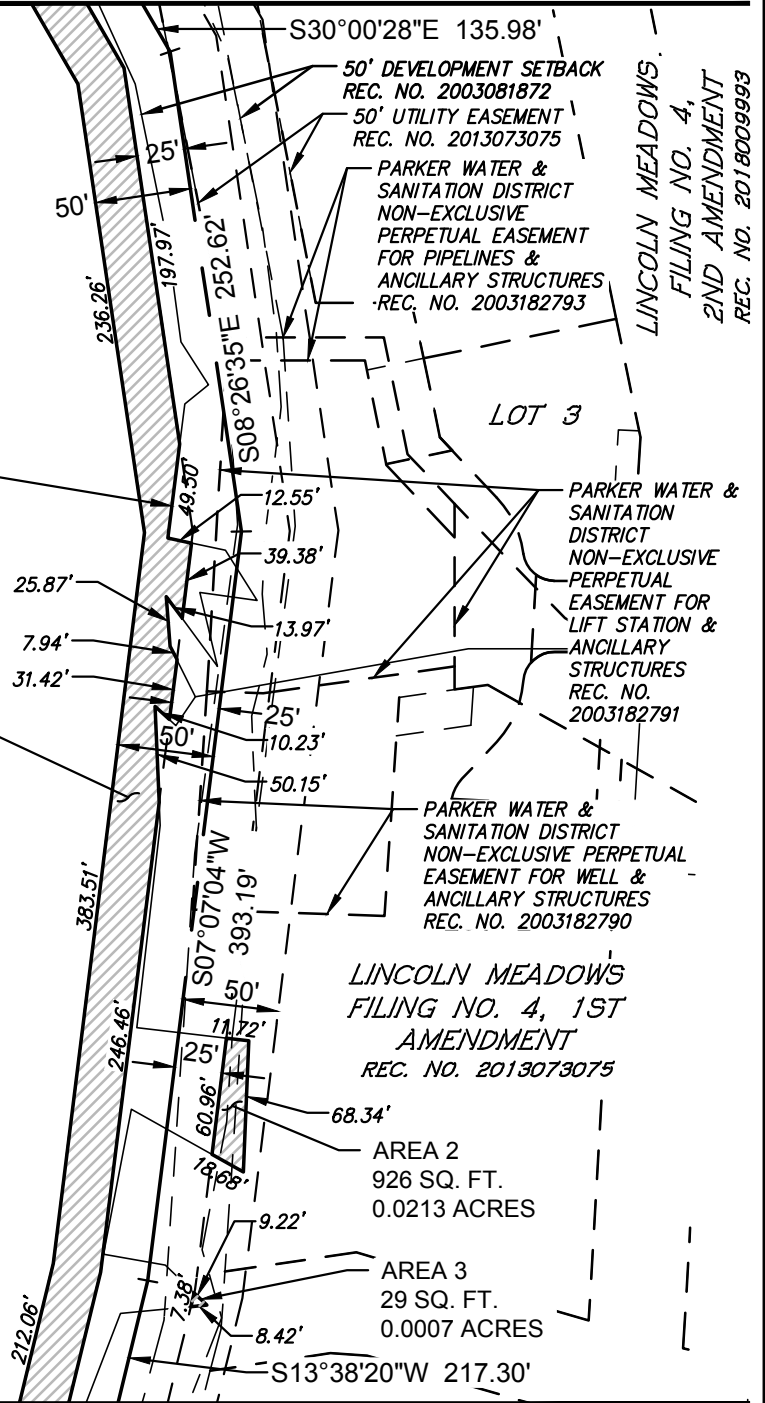
OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO.

AREA 1
29,443 SQ. FT.
0.6759 ACRES

LOT 1,
BLOCK 2
STONEGATE EAST
FILING NO. 1
REC. NO. 198712189



SEE SHEET 3



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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
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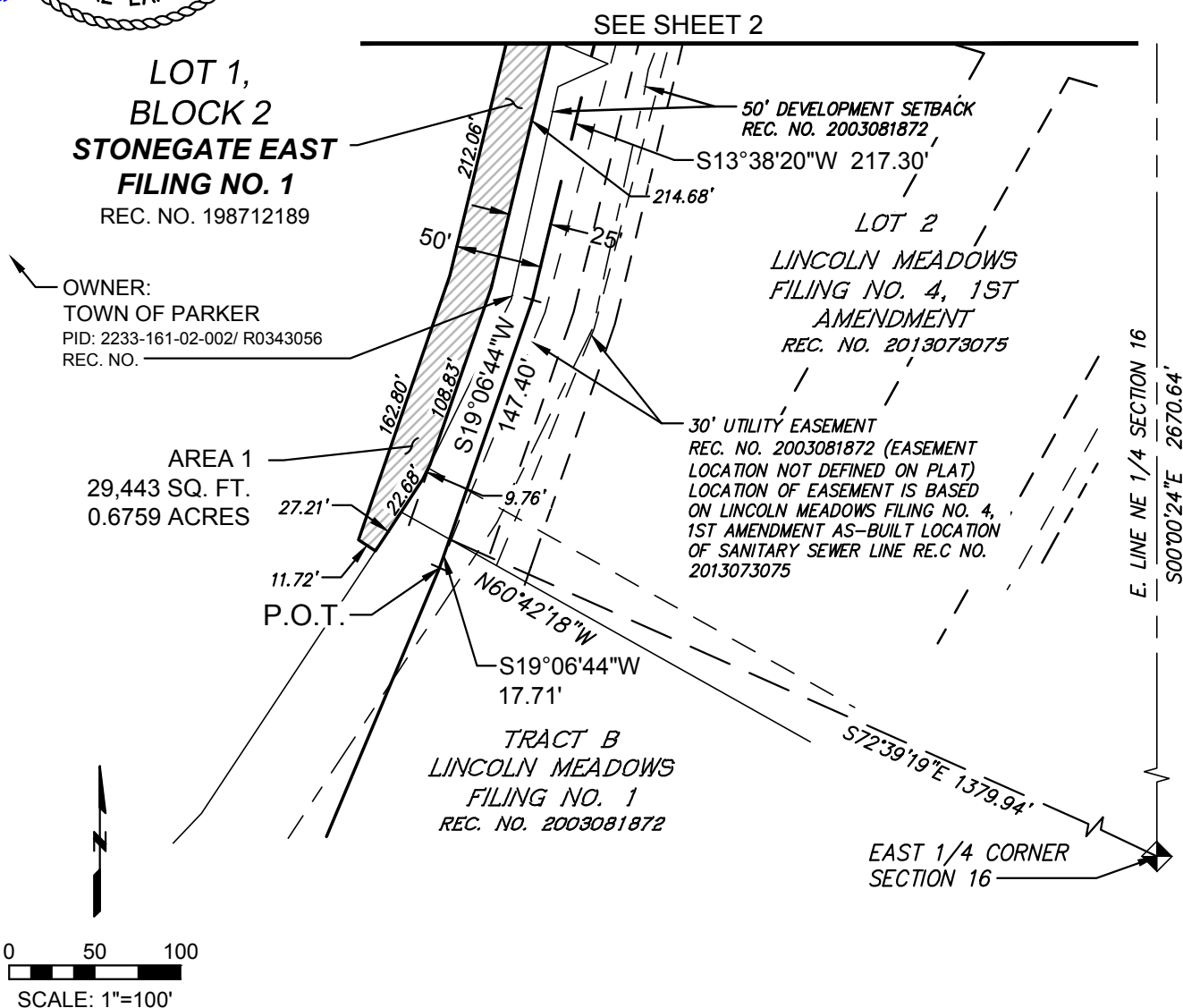
2 OF 3

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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

3 OF 3

EXHIBIT A-7

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020

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STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-27

TEMPORARY CONSTRUCTION EASEMENTS BEING A PORTION OF TRACT B, LINCOLN MEADOWS FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2003081872 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE SITUATED IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE NORTHEAST CORNER OF SAID SECTION 16 BEARS N00°00'24"W, 2670.64 FEET;

THENCE S89°21'13"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 1167.58 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S89°21'13"W ALONG SAID SOUTH LINE, 415.87 FEET;

THENCE N64°01'01"E, 58.42 FEET;

THENCE N89°21'13"E, 255.19 FEET;

THENCE N13°02'36"W, 375.31 FEET;

THENCE N41°12'03"E, 34.22 FEET;

THENCE N45°54'03"W, 25.10 FEET TO THE NORTHWEST LINE OF SAID TRACT B;

THENCE N33°31'38"E ALONG SAID NORTHWEST LINE, 29.40 FEET TO THE NORTH LINE OF SAID TRACT B;

THENCE S60°42'18"E ALONG SAID NORTH LINE, 87.25 FEET;

THENCE S13°02'36"E, 425.41 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT PARCEL PE-27, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT SAID EAST 1/4 CORNER OF SAID SECTION 16;

THENCE S89°21'13"W ALONG SAID SOUTH LINE OF SAID NORTHEAST 1/4, 1193.18 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S89°21'13"W ALONG SAID SOUTH LINE, 51.19 FEET;

THENCE N13°02'36"W, 424.40 FEET;

THENCE N41°12'03"E, 3.42 FEET;

THENCE N45°54'03"W, 8.82 FEET;

THENCE N17°45'08"E, 34.17 FEET TO THE NORTH LINE OF SAID TRACT B;

THENCE S60°42'18"E ALONG SAID NORTH LINE, 51.18 FEET;

THENCE S19°09'57"W, 6.21 FEET;

THENCE S13°02'36"E, 434.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 28,609 SQUARE FEET OR 0.6568 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 1
PARCEL TE-27

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



TEMPORARY
EASEMENT

50' DEVELOPMENT
SETBACK
REC. NO. 2003081872

AREA 3
348 SQ. FT.
0.0080 ACRES

N33°31'38"E
29.40'
N45°54'03"W
25.10'
N41°12'03"E
34.22'

OWNER:
TOWN OF PARKER
PID: 2233-161-02-005/ R0445670
REC. NO. 2016091156

AREA 2
17,425 SQ. FT.

N64°01'01"E
58.42'

N89°21'13"E 255.19'

S89°21'13"W 415.87'

-LOT 1-
**PARKER JOINT SERVICE
FACILITY 1ST AMENDMENT**
REC. NO. 2015089062

S60°42'18"E
87.25'
51.18'
8.82'
3.42'
N13°02'36"W
375.31'
N13°02'36"W
424.40'
S13°02'36"E
434.43'
S13°02'36"E
425.41'

NORTHEAST CORNER
SECTION 16

S19°09'57"W
6.21'
N17°45'08"E
34.17'

TRACT B

**LINCOLN MEADOWS
FILING NO. 1**
REC. NO. 2003081872

AREA 1
10,838 SQ. FT.
0.2488 ACRES

10' UTILITY
EASEMENT
REC. NO.
2003081872

P.O.B.

S89°21'13"W
1167.58'

S89°21'13"W 1193.18'

P.O.C.

EAST 1/4 CORNER
SECTION 16

0 40 80

SCALE: 1"=80'

E. LINE NE 1/4 SECTION 16 N00°00'24"W 2670.64'

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P27_EXHIBIT_TE.dwg | 4/30/2019 1:41 PM



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**
TEMPORARY EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

1 OF 1

EXHIBIT A-8

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this ____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
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STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-29

TWO TEMPORARY EASEMENTS BEING A PORTION OF TRACT B, PARKER JOINT SERVICE FACILITY 1ST AMENDMENT, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2015089062 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT 1 COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT B; THENCE S31°28'47"E ALONG THE SOUTHWEST LINE OF SAID TRACT B, 50.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S31°28'47"E ALONG SAID LINE, 25.06 FEET;

THENCE N63°57'33"E, 8.83 FEET TO THE NORTHEAST LINE OF SAID TRACT B;

THENCE N18°59'08"W ALONG SAID NORTHEAST LINE, 25.14 FEET;

THENCE S63°57'24"W, 14.30 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

TEMPORARY EASEMENT 2 COMMENCING AT SAID NORTHWEST CORNER OF TRACT B;

THENCE S31°28'47"E ALONG THE SOUTHWEST LINE OF SAID TRACT B, 105.94 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S31°28'47"E ALONG SAID SOUTHWEST LINE, 10.39 FEET TO SAID NORTHEAST LINE OF TRACT B;

THENCE N18°59'08"W ALONG SAID NORTHEAST LINE, 10.42 FEET;

THENCE S63°57'33"W, 2.26 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 300 SQUARE FEET OR 0.0069 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 1
PARCEL TE-29

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TE = TEMPORARY EASEMENT



UNPLATTED

TRACT B
PARKER JOINT SERVICE
FACILITY 1ST AMENDMENT
REC. NO. 2015089062

P.O.C.
NORTHWEST CORNER TRACT B

LOT 2
LINCOLN MEADOWS FILING
NO. 4, 1ST AMENDMENT
MINOR DEVELOPMENT PLAT
REC. NO. 2013073075

S63°57'24"W
14.30'

S31°28'47"E 50.74'

P.O.B. TE 1

S31°28'47"E 25.06'

N63°57'33"E 8.83'

P.O.B. TE 2

S31°28'47"E 10.39'

TE 1
288 SQ. FT., 0.0066 ACRES

N18°59'08"W 25.14'

OWNER:
TOWN OF PARKER
PID: 2233-164-09-009/R0491192
REC. NO. 2015089641

S63°57'33"W 2.26'

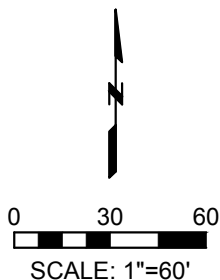
TE 2
12 SQ. FT., 0.0003 ACRES

N18°59'08"W 10.42'

UNPLATTED

LOT 1

LOT 2
PARKER JOINT SERVICE
FACILITY 1ST AMENDMENT
REC. NO. 2015089062



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

1 OF 1

EXHIBIT A-9

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor") having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as "Grantee").

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee's adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020

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[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-30

A TEMPORARY EASEMENT, 80.00-FOOT-WIDE, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN BOOK 1540, AT PAGE 0892, RECEPTION 9829770 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S00°50'44"W, 2633.74 FEET; THENCE S86°39'17"W, 1656.98 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL OF LAND AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S63°57'33"W, 138.52 FEET;

THENCE S43°36'40"W, 347.47 FEET;

THENCE S43°29'05"W, 314.06 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, BEING ON THE EAST LINE OF TRACT N, CLARKE FARMS SUBDIVISION FILING NO. 1, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 8612266 IN SAID OFFICE, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S47°43'06"E, 2967.56 FEET;

LESS AND EXCEPT A 30.00-FOOT-WIDE STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 37,494 SQUARE FEET OR 0.8607 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

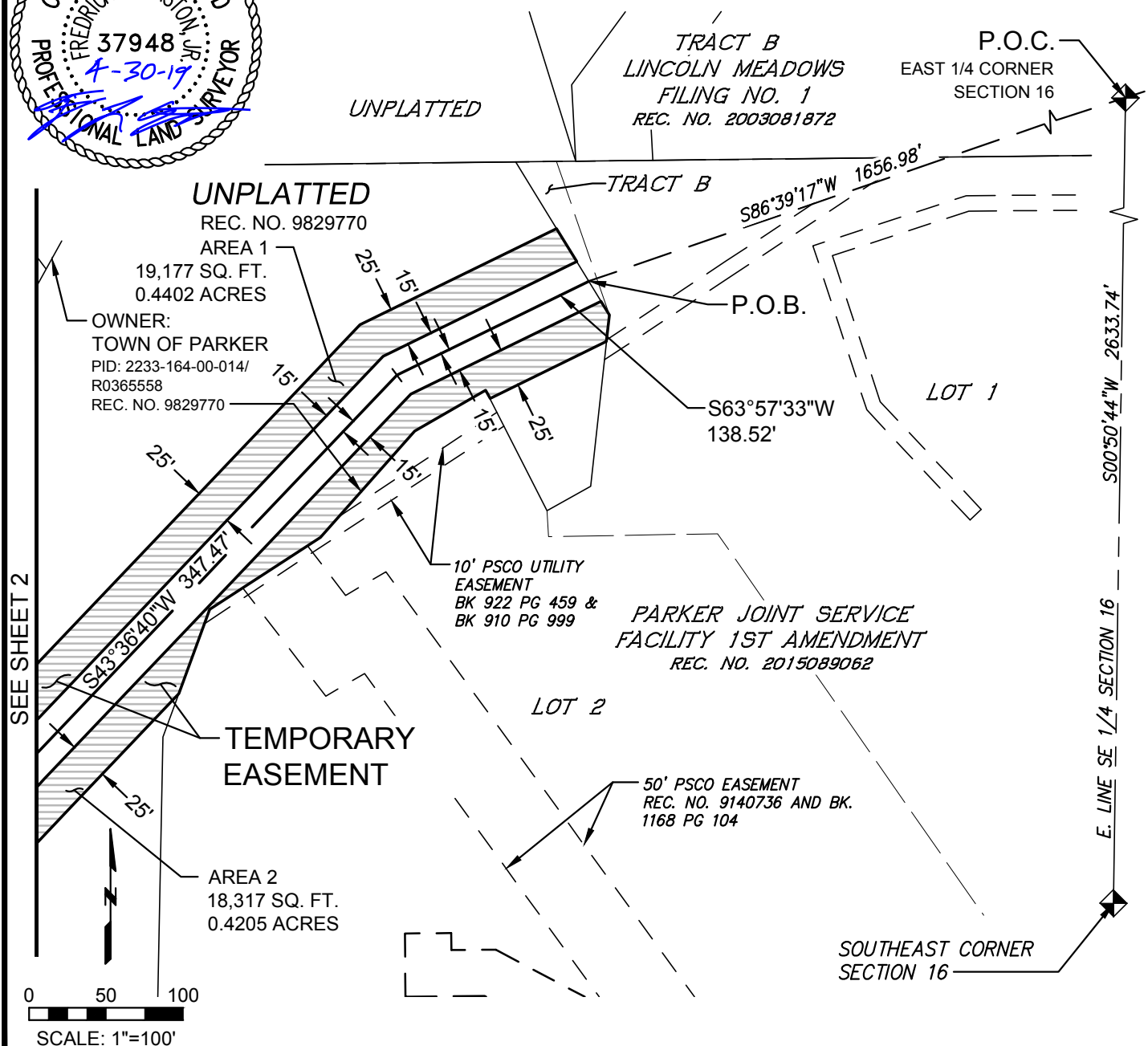


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 2
PARCEL TE-30

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

1 OF 2

ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 2 OF 2
PARCEL TE-30

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS

P.O.C.

EAST 1/4 CORNER SECTION 16



TRACT J
CLARKE FARMS
SUBDIVISION
FILING NO. 6A
REC. NO. 199306815

TRACT N
CLARKE FARMS
SUBDIVISION
FILING NO. 1
REC. NO. 198612266

UTILITY
EASEMENT
REC. NO.
198612266

TEMPORARY
EASEMENT

P.O.T.

UNPLATTED
REC. NO. 9829770

OWNER:
TOWN OF PARKER
PID: 2233-164-00-014/
R0365558
REC. NO. 9829770

SEE SHEET 1

E. LINE SE 1/4 SECTION 16

S00°50'44"W 2,633.74'

S47°43'06"E 2967.56'

SOUTHEAST CORNER
SECTION 16

0 50 100
SCALE: 1"=100'

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

2 OF 2

EXHIBIT A-10

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”) having an address at 20120 E. Mainstreet, Parker, Colorado 80138, to the PARKER WATER AND SANITATION DISTRICT, a Colorado special district (hereafter referred to as “Grantee”).

WITNESSETH:

1. For good and valuable consideration to Grantor by Grantee, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant unto Grantee a Temporary Construction Easement in and to the real property described in the attached **Exhibit A**, which is attached hereto and expressly incorporated herein, subject to the following terms, conditions and undertakings:

2. During the term of this Temporary Construction Easement, Grantee shall have the right to come upon the property described in Exhibit A for the purpose of gaining access to Grantee’s adjoining and adjacent properties, for the purpose of constructing a sewer main line within adjoining property, for the purpose of storing on the property identified in Exhibit A fill dirt, construction materials and/or equipment necessary to construct the sewer main line, and for any other lawful construction related purpose. The term of this Temporary Construction Easement will terminate December 31, 2021.

3. Upon termination of this Temporary Construction Easement, Grantee shall cause the real property identified in Exhibit A to be restored to the same condition as the property was in on the date hereof, or such improved condition as may be mutually agreed upon in good faith by Grantor and Grantee. In addition, during the term of this Temporary Construction Easement, Grantee agrees that it shall not permit, cause, or allow the introduction onto or into the real property identified in Exhibit A any hazardous materials or other substances which may cause environmental damage to the property identified in Exhibit A or any other property of Grantor.

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

5. Grantee may terminate this Temporary Construction Easement prior to the expiration of the term identified in paragraph 1 hereof by providing written intention to terminate or notice of abandonment to Grantor. Termination of this Temporary Construction Easement shall be effective upon the delivery by Grantee to Grantor of either written notice described in this paragraph 5. Within fourteen (14) days of completion of construction of the sewer main referenced

6. The terms of this Temporary Construction Easement may be enforced by either party, by an action in specific performance, by an action in equity, or by an action at law, or by any combination thereof. Jurisdiction for any such action shall be exclusively vested in the Douglas County, Colorado, District Court, and any such action shall be determined solely according to the provisions of Colorado law.

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

1/27/2020
G:\LEGAL\AGR\PWSD- PARCEL TE-31 TEMP CONSTR EASMT 20200128.DOCX

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

PARCEL TE-31

FOUR TEMPORARY EASEMENTS, BEING A PORTION OF TRACT N, CLARKE FARMS SUBDIVISION FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 8612266 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT 1 COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S00°50'44"W, 2633.74 FEET; THENCE S78°05'28"W, 2570.09 FEET TO THE WEST LINE OF SAID TRACT N, AND TO THE **POINT OF BEGINNING** SAID POINT BEING REFERENCE POINT "A";

THENCE S53°30'49"E, 50.83 FEET;

THENCE S06°44'33"E, 34.15 FEET;

THENCE N53°36'07"W, 56.64 FEET TO SAID WEST LINE OF TRACT N;

THENCE N01°20'31"E ALONG SAID WEST LINE, 30.54 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

TEMPORARY EASEMENT 2 COMMENCING AT SAID REFERENCE POINT "A";

THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES:

1. S01°20'31"W, 32.90 FEET;

2. S00°34'07"W, 34.62 FEET TO THE **POINT OF BEGINNING**;

THENCE S53°36'07"E, 31.02 FEET TO THE NORTH LINE OF A 50' UTILITY EASEMENT AS DEPICTED ON SAID SUBDIVISION PLAT;

THENCE S88°41'56"W ALONG SAID NORTH LINE, 25.16 FEET TO SAID WEST LINE;

THENCE N00°34'07"E ALONG SAID WEST LINE, 18.98 FEET TO THE **POINT OF BEGINNING**.



ALSO TOGETHER WITH:

TEMPORARY EASEMENT 3 COMMENCING AT SAID EAST 1/4 CORNER OF; THENCE S75°41'38"W, 2294.26 FEET TO THE EAST LINE OF SAID TRACT N AND TO THE **POINT OF BEGINNING**, SAID POINT BEING REFERENCE POINT "B";

THENCE S09°09'46"W ALONG SAID EAST LINE, 44.34 FEET;

THENCE S43°29'05"W, 130.22 FEET;

THENCE N53°36'07"W, 25.19 FEET;

THENCE N43°29'05"E, 169.94 FEET TO THE **POINT OF BEGINNING**.

ALSO TOGETHER WITH:

TEMPORARY EASEMENT 4 COMMENCING AT SAID REFERENCE POINT "B";

THENCE S09°09'46"W ALONG SAID EAST LINE OF TRACT N, 97.54 FEET TO THE **POINT OF BEGINNING**;

THENCE S09°09'46"W ALONG SAID EAST LINE, 44.34 FEET;

THENCE S43°29'05"W, 24.75 FEET TO THE NORTH LINE OF SAID 50' WIDE UTILITY EASEMENT

THENCE S89°33'42"W ALONG SAID NORTH LINE, 34.71 FEET;

THENCE N43°29'05"E, 85.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 6,708 SQUARE FEET OR 0.1540 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

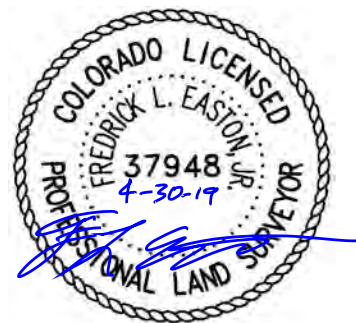
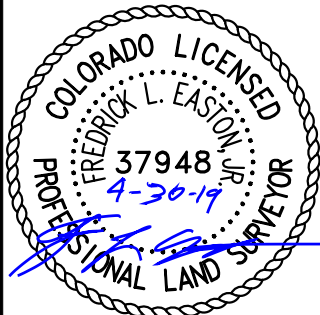


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 2
PARCEL TE-31

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TE = TEMPORARY EASEMENT



P.O.B. TE 1 &
REFERENCE POINT "A"

TRACT J
CLARKE FARMS
SUBDIVISION FILING NO. 6A
REC. NO. 9306815

S01°20'31"W 32.90'

S00°34'07"W 34.62'

P.O.B. TE 2

UTILITY
EASEMENT
REC. NO.
198612266

TRACT N
CLARKE FARMS
SUBDIVISION FILING NO. 1
REC. NO. 8612266

S78°05'28"W 2570.09'

S53°36'07"E 50.76'

TE 1
1,342 SQ. FT.
0.0308 ACRES

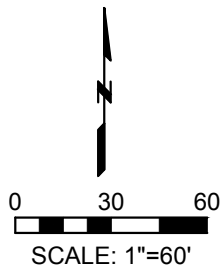
S06°44'33"E 34.26'

OWNER:
TOWN OF PARKER
PID: 2233-164-01-002/
R0361527
REC. NO. 9114312

TE 2
239 SQ. FT.
0.0055 ACRES

50' UTILITY EASEMENT
REC. NO. 198612266

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°36'07"W	56.64'
L2	N01°20'31"E	30.54'
L3	S53°36'07"E	31.02'
L4	S88°41'56"W	25.16'
L5	N00°34'07"E	18.98'



SEE SHEET 2 FOR
PARCELS 3 & 4

SOUTHEAST CORNER
SECTION 16

P.O.C.
EAST 1/4 CORNER SECTION 16

E. LINE SE 1/4 SECTION 16

S00°50'44"W 2633.74'

| feaston | J:\2017\0171205.00 - PWSW CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P31_EXHIBIT_TE.dwg | 4/30/2019 2:07 PM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

1 OF 2

ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
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SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 2 OF 2
PARCEL TE-31

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TE = TEMPORARY EASEMENT



NO. 1

TRACT N CLARKE FARMS SUBDIVISION FILING NO. 1

REC. NO. 198612266

TE 3

3,752 SQ. FT.
0.0861 ACRES

SEE SHEET 1 FOR
PARCELS 1 & 2

OWNER:
TOWN OF PARKER
PID: 2233-164-01-002/
R0361527
REC. NO. 9114312

P.O.C.
EAST 1/4 CORNER SECTION 16

UNPLATTED
REC. NO. 9829770

S75°41'38"W
2294.26'

S09°09'46"W
44.34'

P.O.B. TE 3 &
REFERENCE
POINT "B"

S09°09'46"W
97.54'

P.O.B. TE 4

S09°09'46"W
44.34'

TE 4
1,377 SQ. FT.
0.0316 ACRES

S43°29'05"W
24.75'

N43°29'05"E 169.94'

S43°29'05"W 130.22'

N43°29'05"E 85.45'

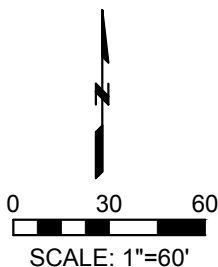
S89°33'42"W 34.71'

N53°36'07"W
25.19'

50' UTILITY EASEMENT
REC. NO. 198612266

E. LINE SE 1/4 SECTION 16
S00°50'44"W 2633.74'

SOUTHEAST CORNER
SECTION 16



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PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
TEMPORARY EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

2 OF 2

EXHIBIT A-11

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-03

A PERMANENT EASEMENT, LYING WITHIN TRACT A, KMECIAK PROPERTY MINOR DEVELOPMENT PLAT, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 2013088783 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 50.00 FOOT WIDE STRIP OF LAND, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 9 BEARS S00°09'57"E, 2669.39 FEET;

THENCE S44°18'18"W, 1374.61 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S34°24'35"E, 203.78 FEET TO THE SOUTH LINE OF SAID TRACT A AND TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE SAID EAST 1/4 CORNER BEARS S29°19'53"E, 1740.71 FEET,

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 10,176 SQUARE FEET OR 0.2336 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

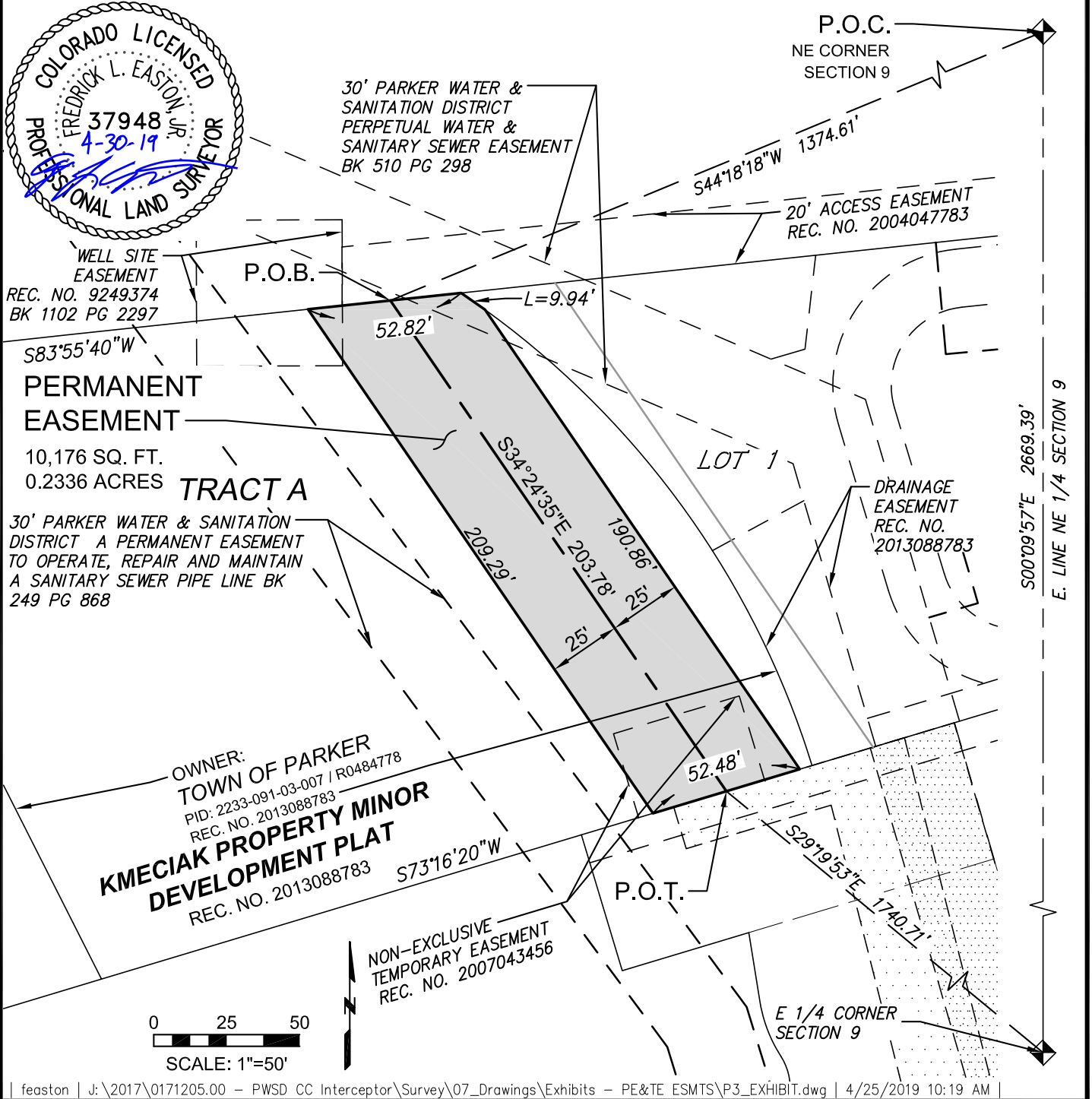


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 1
PARCEL PE-03

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITARY DISTRICT
TOWN OF PARKER**

**PERMANENT EASEMENT
NE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO**

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/23/2019
Revised:

1 OF 1

EXHIBIT A-12

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a "Party" and collectively the "Parties").

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-06

A PERMANENT EASEMENT, LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2017082157 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE EAST 1/2 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 50.00-FOOT-WIDE STRIP OF LAND, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 9 BEARS S00°09'57"E, 2669.39 FEET;

THENCE S34°21'25"W, 1446.21 FEET TO A POINT ON THE NORTH LINE OF TRACT E WESTCREEK FILING NO. 1, THIRD AMENDMENT AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2017082056 IN SAID OFFICE, SAID POINT BEING THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S34°24'35"E 102.23 FEET;

THENCE S16°09'20"E 179.19 FEET;

THENCE S06°00'00"W 461.27 FEET;

THENCE S08°51'07"W, 404.65 FEET;

THENCE S21°38'06"W, 42.34 FEET;

THENCE S26°45'41"E, 22.94 FEET;

THENCE S00°00'00"E, 335.78 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, BEING ON THE SOUTH LINE OF SAID PARCEL DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2017082157, WHENCE SAID EAST 1/4 CORNER BEARS N87°34'49"E, 832.77 FEET.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 18,001 SQUARE FEET OR 0.4132 ACRES,
MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 5
PARCEL PE-06

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



**AREA 1
PERMANENT
EASEMENT**
19 SQ. FT.
0.0004 ACRES

30' PARKER WATER &
SANITATION DISTRICT
A PERMANENT EASEMENT
TO OPERATE, REPAIR AND
MAINTAIN A SANITARY
SEWER PIPE LINE BK 249
PG 868

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

UNPLATTED

0 25 50
SCALE: 1"=50'

P.O.B.

P.O.C.
NE CORNER SECTION 9

TRACT B
WESTCREEK FILING NO.
1, THIRD AMENDMENT
REC. NO. 2017082056

30' PARKER WATER &
SANITATION DISTRICT
RIGHT-OF-WAY EASEMENT
FOR WATER AND SEWER
LINES, BK 493 PG 445

TRACT E

TRACT E

30' PARKER WATER
& SANITATION
DISTRICT
RIGHT-OF-WAY
EASEMENT FOR
WATER AND SEWER
LINES REC. NO.
9739295, BK 1448
PG 1783

SEE SHEET 2

[Signature]

feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P6_EXHIBIT_PE.dwg | 4/25/2019 10:59 AM |



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 5

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PAGE 2 OF 5
PARCEL PE-06

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SEE SHEET 1



UNPLATTED

30' PARKER WATER & SANITATION
DISTRICT
A PERMANENT EASEMENT TO
OPERATE, REPAIR AND MAINTAIN A
SANITARY SEWER PIPE LINE
BK 249 PG 868

LIMITS OF
CONSTRUCTION

30' PARKER WATER &
SANITATION DISTRICT
RIGHT-OF-WAY EASEMENT
FOR WATER AND SEWER
LINES, BK 493 PG 445

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

UNPLATTED

TRACT E

TRACT E
**WESTCREEK
FILING NO. 1,
THIRD
AMENDMENT**

REC. NO. 2017082056

30' PARKER WATER
& SANITATION
DISTRICT
RIGHT-OF-WAY
EASEMENT FOR
WATER AND SEWER
LINES REC. NO.
9739295, BK 1448
PG 1783

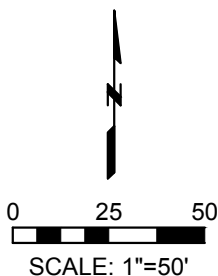
S00°09'57"E 2669.39'
E. LINE NE 1/4 SECTION 9

S06°00'00"W 461.27'

S16°09'20"E 179.19'

25' 25'

SEE SHEET 3



feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P6_EXHIBIT_PE.dwg | 4/25/2019 10:59 AM

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
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2 OF 5

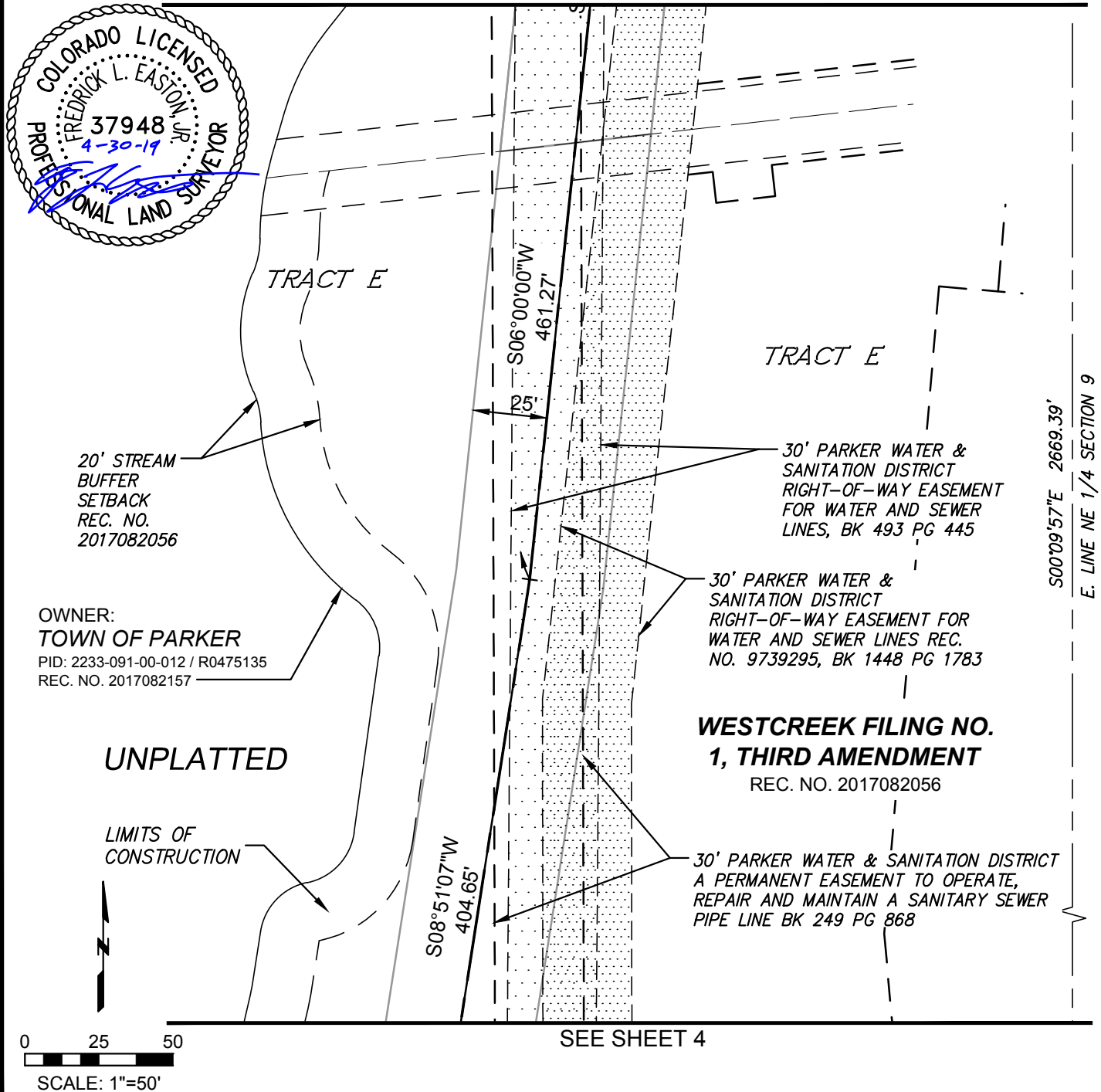
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PAGE 3 OF 5
PARCEL PE-06

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SEE SHEET 2



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E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
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3 OF 5

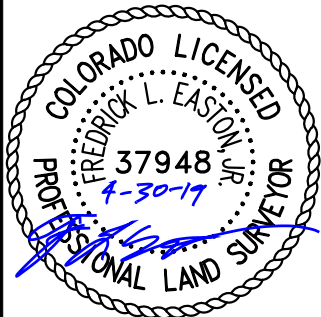
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SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 4 OF 5
PARCEL PE-06

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS

SEE SHEET 3



20' STREAM BUFFER
SETBACK
REC. NO. 2017082056

UNPLATTED

OWNER:
TOWN OF PARKER
PID: 2233-091-00-012 / R0475135
REC. NO. 2017082157

AREA 2
PERMANENT
EASEMENT
90 SQ. FT.
0.0021 ACRES

UNPLATTED

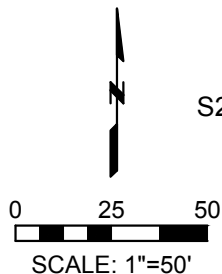
25' DRAINAGE
EASEMENT
REC. NO.
2017082056

LOT 1

WESTCREEK FILING NO.
1, THIRD AMENDMENT
REC. NO. 2017082056

LOT 1

S00°09'57"E 2669.39'
E. LINE NE 1/4 SECTION 9



SEE SHEET 5

feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P6_EXHIBIT_PE.dwg | 4/25/2019 10:59 AM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

4 OF 5

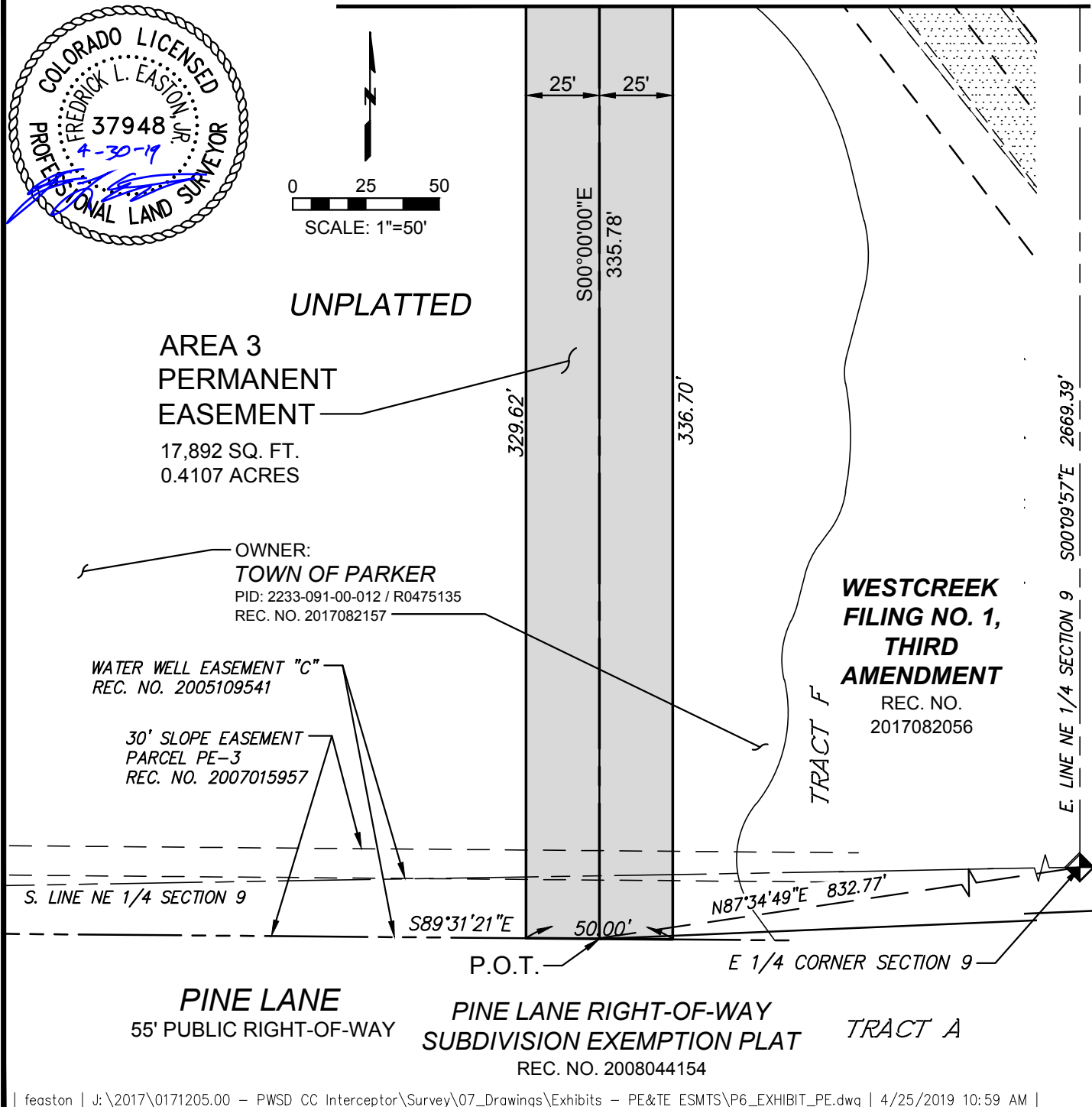
ILLUSTRATION FOR EXHIBIT A

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PAGE 5 OF 5
PARCEL PE-06

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SEE SHEET 4



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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
E 1/2 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

5 OF 5

EXHIBIT A-13

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-10

A PERMANENT EASEMENT, BEING A PORTION OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET;

THENCE S78°02'55"W, 824.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A AND THE **POINT OF BEGINNING**;

THENCE S00°00'00"E, 29.63 FEET;

THENCE S31°03'47"W, 280.73 FEET TO THE SOUTH LINE OF SAID TRACT A;

THENCE N80°16'09"W ALONG SAID SOUTH LINE, 53.68 FEET;

THENCE N31°03'47"E, 260.74 FEET;

THENCE N90°00'00"W, 206.83 FEET TO THE WEST LINE OF SAID TRACT A;

THENCE N03°18'53"W ALONG SAID WEST LINE, 35.23 FEET TO SAID NORTH LINE OF SAID TRACT A;

THENCE N89°28'16"E ALONG SAID NORTH LINE, 272.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 23,156 SQUARE FEET OR 0.5316 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
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DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
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PAGE 1 OF 1
PARCEL PE-10

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING



TRACT A
**PINE LANE RIGHT-OF-WAY
SUBDIVISION EXEMPTION PLAT**
REC. NO. 2008044154

PINE LANE
PUBLIC RIGHT-OF-WAY
(WIDTH VARIES)

P.O.C.
E 1/4 CORNER SECTION 9

P.O.B.

578°02'55"W 824.91'

S00°00'00"E
29.63'

E. LINE SE 1/4 SECTION 9

S00°09'08"E 2669.32'

SE CORNER
SECTION 9

N89°28'16"E 272.10'

N03°18'53"W
35.23'

N90°00'00"W
206.83'

**PERMANENT
EASEMENT**
23,156 SQ. FT.
0.5316 ACRES

TRACT A

**PARKER AUTO PLAZA
FILING NO. 3**

REC. NO. 2009030060

OWNER:
TOWN OF PARKER
PID: 2233-094-08-002 / R0478942

N31°03'47"E 260.74'

S31°03'47"W 280.73'

N80°16'09"W
53.68'

UNPLATTED



0 30 60
SCALE: 1"=60'

feaston | J:\2017\0171205.00 - PWS D CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P10_EXHIBIT_PE.dwg | 4/25/2019 11:00 AM |



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**

**PERMANENT EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO**

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 1

EXHIBIT A-14

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-11

TWO PERMANENT EASEMENTS SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT 1, A 30.00-FOOT-WIDE STRIP OF LAND, **COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET;

THENCE S80°36'18"W, 1093.48 FEET TO A POINT ON THE WEST LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND TO THE **POINT OF BEGINNING**;

THENCE S03°18'53"E, 30.05 FEET;

THENCE N90°00'00"W, 531.61 FEET TO THE EAST LINE OF TRACT L, CHALLENGER PARK ESTATES FILING NO. 2, AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 99028739 IN SAID OFFICE;

THENCE N00°09'30"W ALONG SAID EAST LINE, 30.00 FEET;

THENCE N90°00'00"E, 529.95 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH PERMANENT EASEMENT 2, A 50.00-FOOT-WIDE STRIP OF LAND, **COMMENCING** AT SAID EAST QUARTER CORNER OF SAID SECTION 9;

THENCE S65°08'45"W, 1049.04 FEET TO THE SOUTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 3, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2009030060 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND TO THE **POINT OF BEGINNING**;

THENCE S31°03'47"W, 33.50 FEET;

THENCE S01°22'58"W, 409.03 FEET;

THENCE S01°57'13"W, 29.03 FEET TO THE NORTH LINE OF TRACT A, PARKER AUTO PLAZA FILING NO. 2, AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 2006002992 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N84°24'08"W ALONG SAID NORTH LINE, 50.10 FEET;

THENCE N01°57'13"E, 25.60 FEET;

THENCE N01°22'58"E, 422.03 FEET;



CONTINUED FROM PREVIOUS PAGE

THENCE N31°03'47"E, 27.22 FEET TO SAID SOUTH LINE OF TRACT A;
THENCE S80°16'09"E ALONG SAID SOUTH LINE, 53.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 39,583 SQUARE FEET OR 0.9087 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

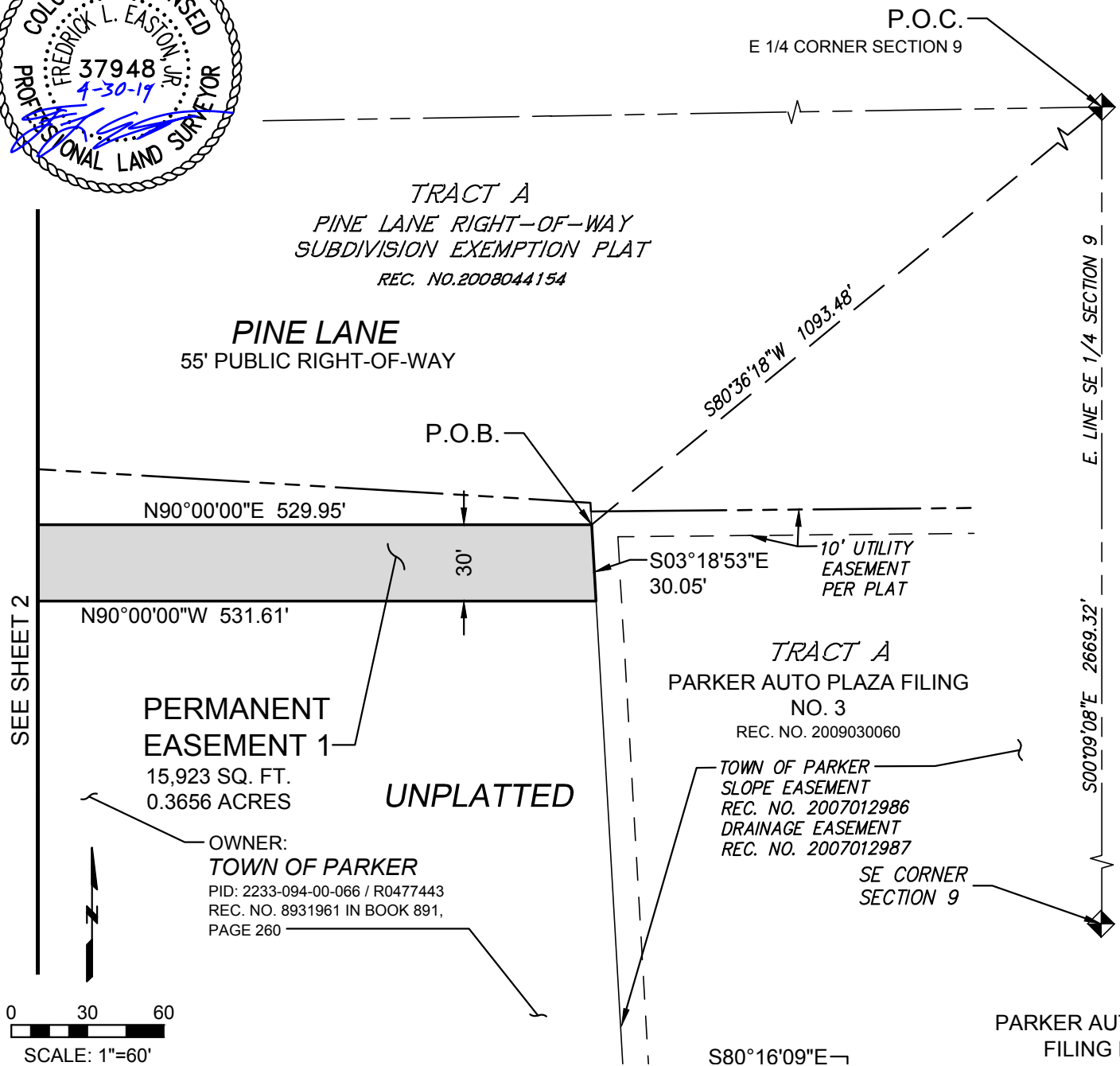
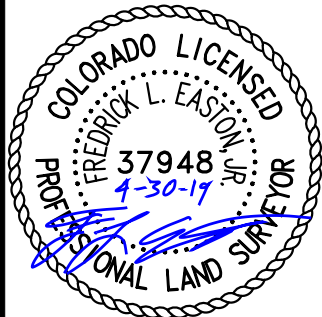


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 3
PARCEL PE-11

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(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**
PERMANENT EASEMENT
**SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO**

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 3

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 3
PARCEL PE-11

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TRACT A
PINE LANE RIGHT-OF-WAY
SUBDIVISION EXEMPTION PLAT
REC. NO. 2008044154

PINE LANE
55' PUBLIC RIGHT-OF-WAY

N00°09'30"W
30.00'
TRACT L
CHALLENGER
PARK ESTATES
FILING NO. 2
REC. NO. 99028739

N90°00'00"E 529.95'

30'

N90°00'00"W 531.61'

PERMANENT
EASEMENT 1

15,923 SQ. FT.
0.3656 ACRES

UNPLATTED

OWNER:
TOWN OF PARKER
PID: 2233-094-00-066 / R0477443
REC. NO. 8931961 IN BOOK 891,
PAGE 260

SEE SHEET 1

0 30 60
SCALE: 1"=60'

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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

PERMANENT EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

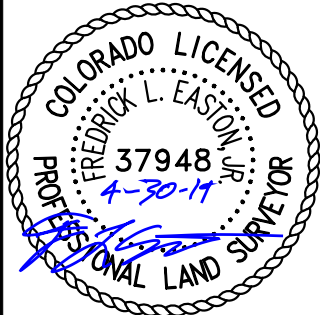
2 OF 3

ILLUSTRATION FOR EXHIBIT A

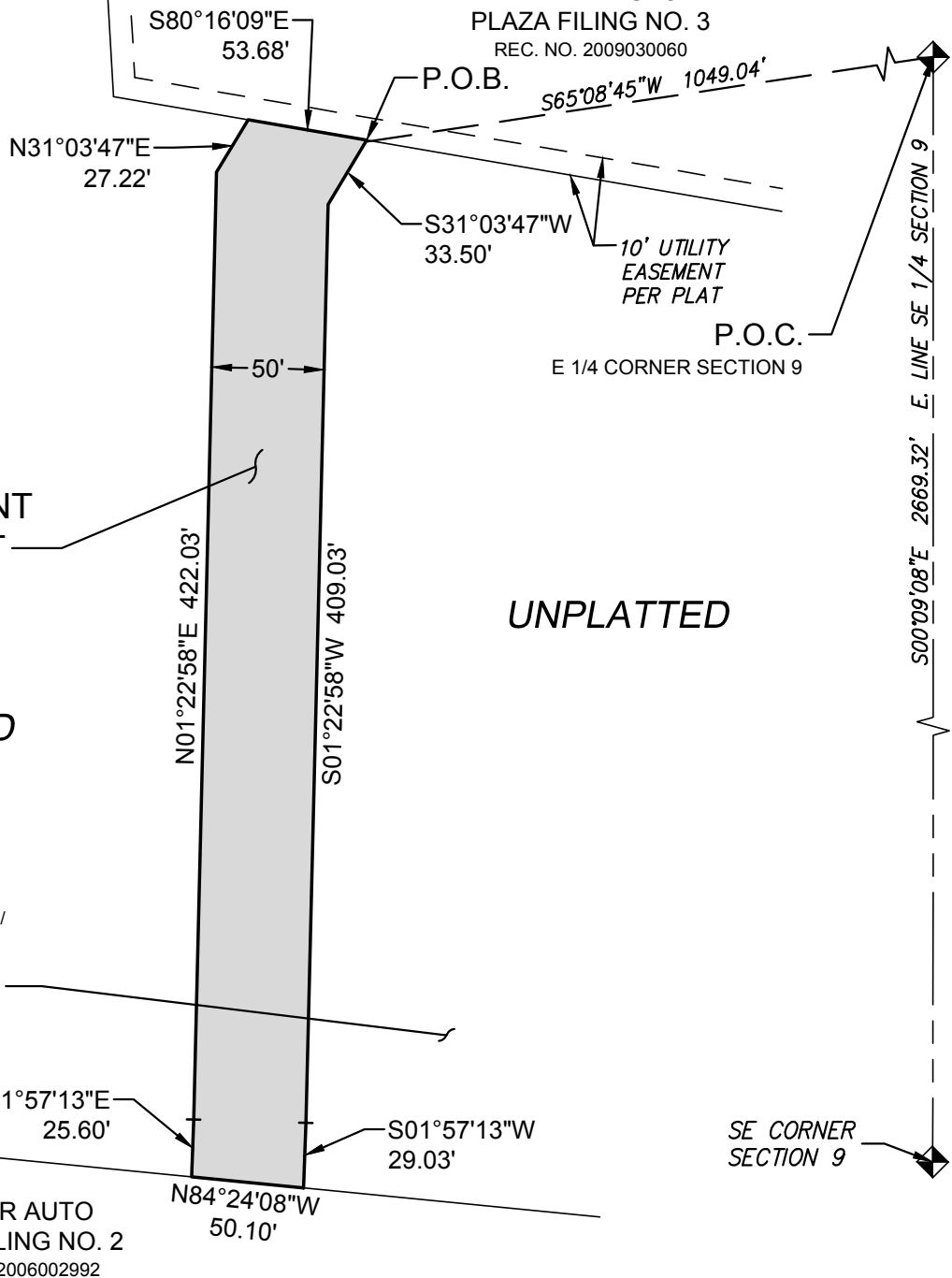
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PAGE 3 OF 3
PARCEL PE-11

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TRACT A
PARKER AUTO
PLAZA FILING NO. 3
REC. NO. 2009030060



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PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
SE 1/4 SECTION 9, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

3 OF 3

EXHIBIT A-15

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-15

A PERMANENT EASEMENT, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 9 AND THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF A 50.00-FOOT-WIDE STRIP OF LAND, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS S00°09'08"E, 2669.32 FEET; THENCE S33°59'46"W, 1979.32 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S16°16'02"W, 81.61 FEET;

THENCE S12°28'06"W, 331.58 FEET;

THENCE S16°58'58"W, 358.81 FEET;

THENCE S24°00'28"W, 403.56 FEET;

THENCE S04°31'19"W, 463.97 FEET;

THENCE S13°16'14"E, 25.97 FEET TO THE SOUTH LINE OF SAID TRACT A, PARKER AUTO PLAZA FILING NO. 2 AS DEPICTED ON THAT FINAL PLAT RECORDED AT RECEPTION NUMBER 2006002992 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF TERMINATION**, WHENCE SAID SOUTHEAST CORNER OF SECTION 9 BEARS N69°10'45"E, 1613.22 FEET;

LESS AND EXCEPT ANY PORTION LYING WITHIN SAID TRACT A, PARKER AUTO PLAZA FILING NO. 2.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 10,762 SQUARE FEET OR 0.2471 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
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SECTION LINE DIMENSIONS AND CALCULATION
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PAGE 1 OF 4
PARCEL PE-15

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



**TRACT A
PARKER
AUTO PLAZA
FILING NO. 2**

REC. NO.
2006002992

OWNER:

TOWN OF PARKER

PID: 2233-094-00-054/ R0393428

REC. NO. 9557805, 9655691 &
9655692

UNPLATTED

**PERMANENT
EASEMENT
AREA 1**

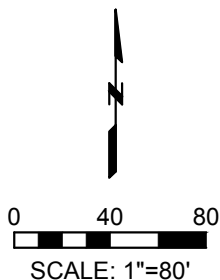
P.O.B.

P.O.C.
E 1/4 CORNER SECTION 9

S33°59'46"W 1979.32'

S00°09'08"E 2669.32'
E. LINE SE 1/4 SECTION 9

SE CORNER
SECTION 9



SEE SHEET 2

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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**

PERMANENT EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

1 OF 4

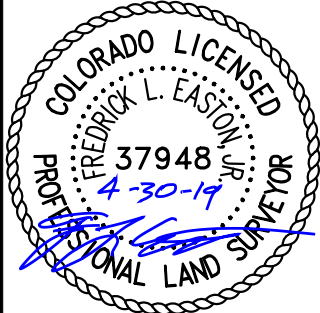
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PAGE 2 OF 4
PARCEL PE-15

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SEE SHEET 1



OWNER:
TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 9557805, 9655691 &
9655692

UNPLATTED

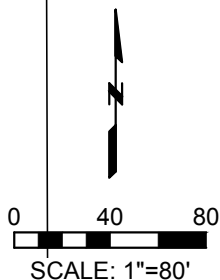
**PERMANENT
EASEMENT
AREA 1**
8,369 SQ. FT.
0.1921 ACRES

DRAINAGE
EASEMENT
REC. NO.
2005113941

PARKER AUTO PLAZA FILING NO. 2
REC. NO. 2006002992

PONDEROSA DRIVE
70' PUBLIC RIGHT-OF-WAY

TRACT A



SEE SHEET 3

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**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**

PERMANENT EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

2 OF 4

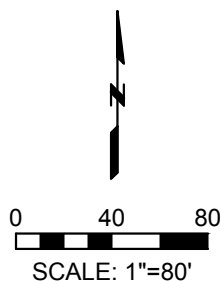
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PAGE 3 OF 4
PARCEL PE-15

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SEE SHEET 2



TRACT L
CHALLENGER PARK
ESTATES FILING NO. 2
REC. NO. 99028739

PERMANENT
EASEMENT
AREA 1

PARKER AUTO PLAZA FILING NO. 2
REC. NO. 2006002992

S. LINE SE 1/4 SECTION 9
N. LINE NE 1/4 SECTION 16

PERMANENT
EASEMENT AREA 2
957 SQ. FT.
0.0220 ACRES

OWNER:
TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 8712189

PERMANENT
EASEMENT AREA 3
1,333 SQ. FT.
0.0306 ACRES
LOT 2, BLOCK 1
STONEGATE EAST
FILING NO. 1
REC. NO. 8712189

TRACT A

SEE SHEET 4

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PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

PERMANENT EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
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Revised:

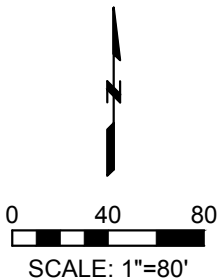
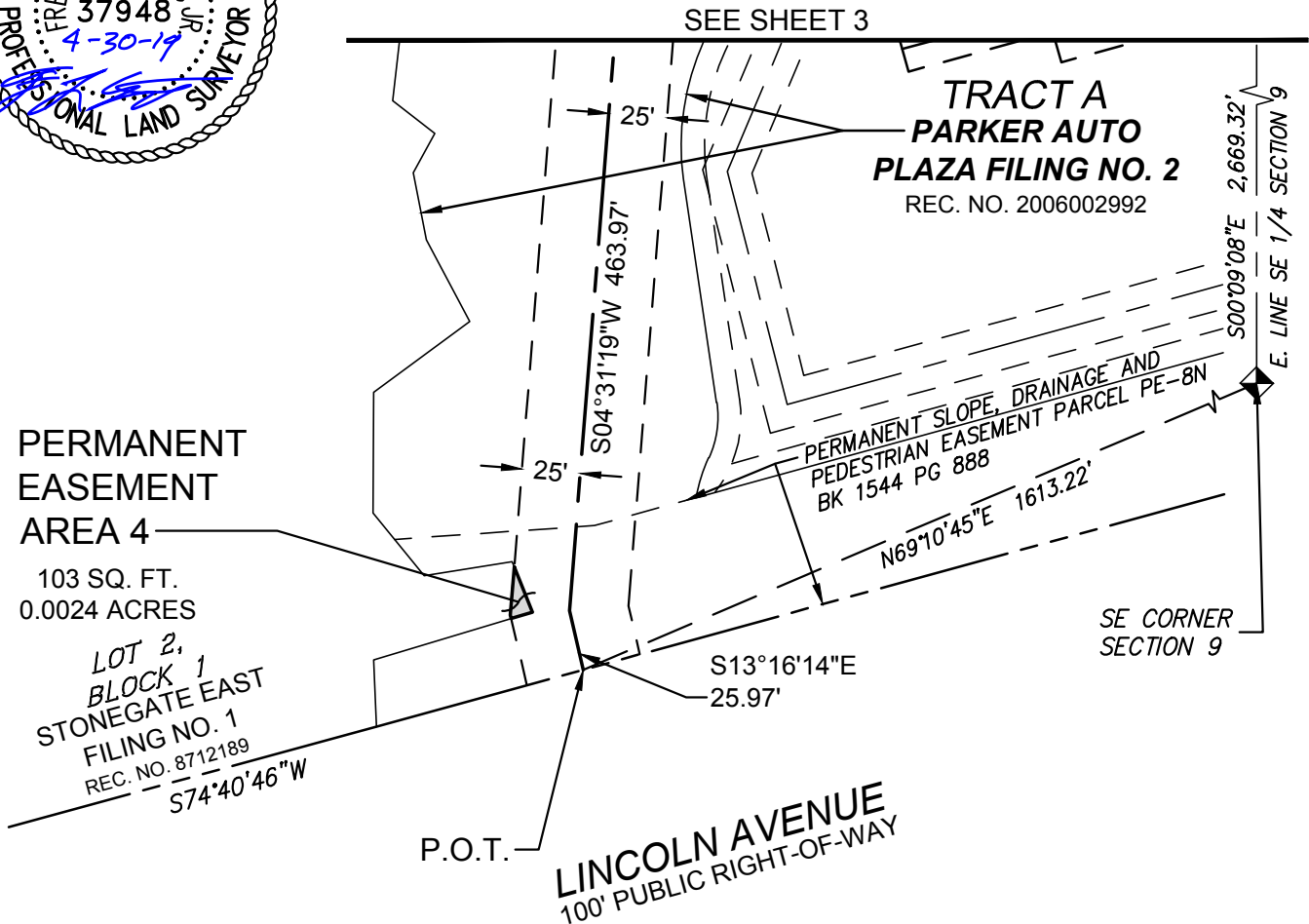
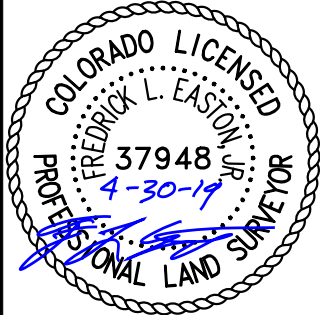
3 OF 4

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PAGE 4 OF 4
PARCEL PE-15

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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER

PERMANENT EASEMENT
SE 1/4 SECTION 9, NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/25/2019
Revised:

4 OF 4

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-19

A PERMANENT EASEMENT, BEING THAT PORTION OF A 50.00 FOOT WIDE STRIP OF LAND, LYING WITHIN LOT 1, BLOCK 2, STONEGATE EAST FILING NO. 1, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 198712189 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS S00°00'24"E, 2670.64 FEET;

THENCE S64°09'33"W, 1638.51 FEET TO THE NORTH LINE TRACT A, LINCOLN MEADOWS FILING NO. 1 AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 2003081872 IN SAID OFFICE AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S13°16'14"E, 2.82 FEET;

THENCE S26°16'40"E, 465.45 FEET;

THENCE S30°00'28"E, 135.98 FEET;

THENCE S08°26'35"E, 252.62 FEET;

THENCE S07°07'04"W, 393.19 FEET;

THENCE S13°38'20"W, 217.30 FEET;

THENCE S19°06'44"W, 147.40 FEET TO THE SOUTH LINE OF SAID LOT 2, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2013073075 IN SAID OFFICE;

THENCE CONTINUE S19°06'44"W, 17.71 FEET TO **THE POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS S72°39'19"E, 1379.94 FEET;

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 11,413 SQUARE FEET OR 0.2620 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 3
PARCEL PE-19

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POT = POINT OF TERMINUS



LINCOLN AVENUE
100' PUBLIC RIGHT-OF-WAY

P.O.C.

NE CORNER SECTION 16

S64°09'33"W 1638.51'

P.O.B.

TRACT A
LINCOLN
MEADOWS
FILING NO. 1
REC. NO.
2003081872

S13°16'14"E 2.82'

LOT 4
LINCOLN MEADOWS FILING
NO. 4, 1ST AMENDMENT
MINOR DEVELOPMENT PLAT
REC. NO. 2013073075

OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO. 198712189

LOT 1,
BLOCK 2
STONEGATE EAST
FILING NO. 1
REC. NO. 198712189

S26°16'40"E 465.45'

50' UTILITY EASEMENT
REC. NO. 2013073075

50' DEVELOPMENT
SETBACK
REC. NO. 2003081872

50' PARKER WATER &
SANITATION DISTRICT
NON-EXCLUSIVE PERPETUAL
EASEMENT FOR WATER MAIN
REC. NO. 2014002471

AREA 1
2,733 SQ. FT.
0.0627 ACRES

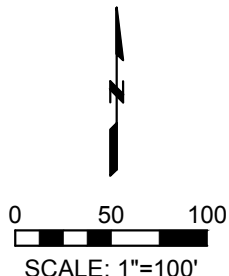
PERMANENT
EASEMENT

36.61'
55.00'
25'
132.03'
125.16'

S30°00'28"E 135.98'

EAST 1/4 CORNER
SECTION 16

E. LINE NE 1/4 SECTION 16
500'00'24"E 2670.64'



SEE SHEET 2

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Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

1 OF 3

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PAGE 2 OF 3
PARCEL PE-19

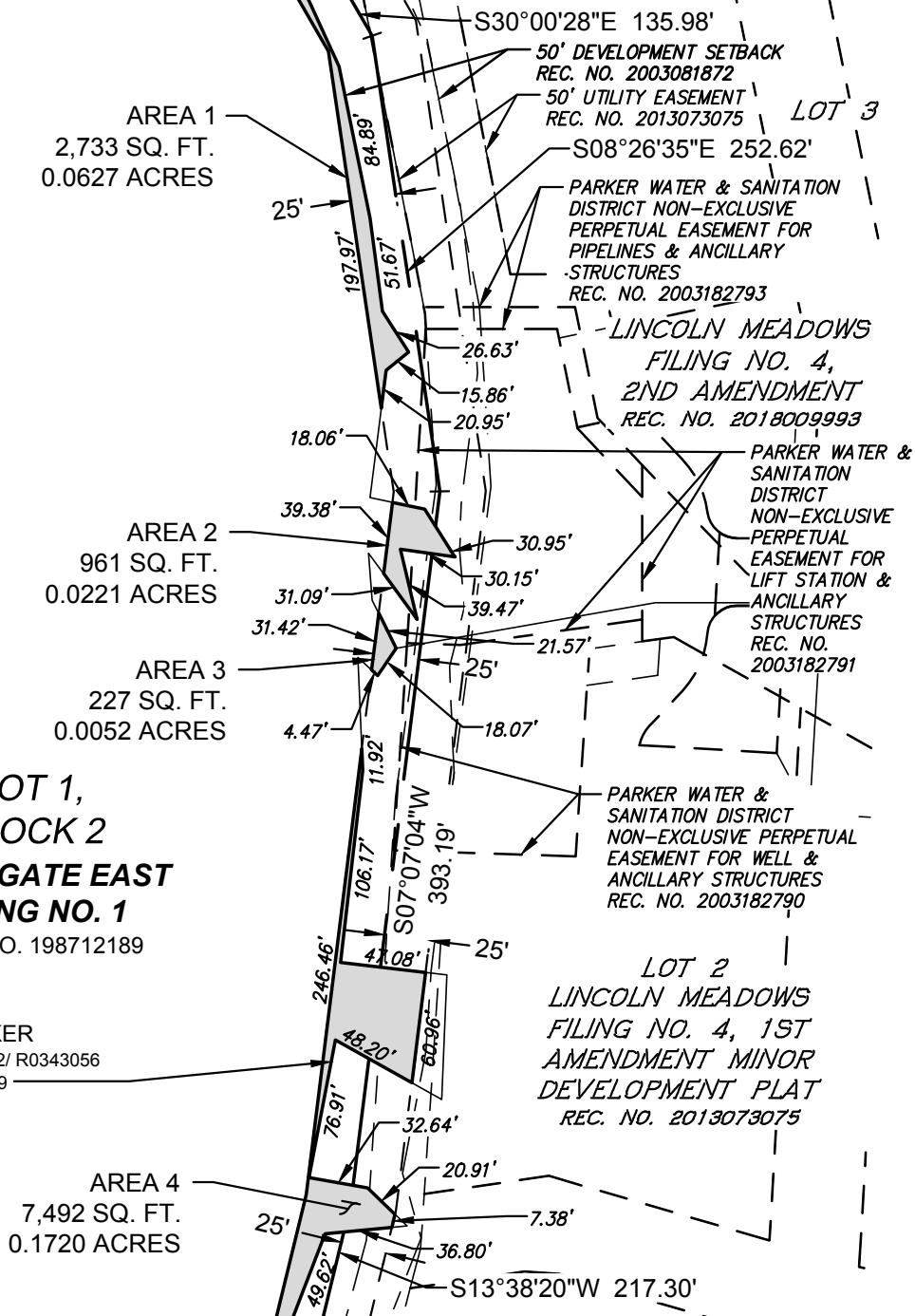
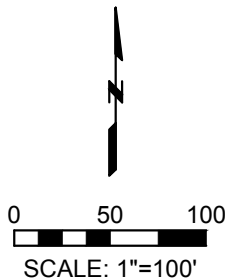
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POT = POINT OF TERMINUS

SEE SHEET 2



**LOT 1,
BLOCK 2
STONEGATE EAST
FILING NO. 1**
REC. NO. 198712189

OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO. 198712189



SEE SHEET 3

feaston | J:\2017\0171205.00 - PWSW CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P19_EXHIBIT_PE.dwg | 4/29/2019 8:51 AM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

2 OF 3

ILLUSTRATION FOR **EXHIBIT A**

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 2 OF 3
PARCEL PE-19

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



**LOT 1,
BLOCK 2
STONEGATE EAST
FILING NO. 1**

REC. NO. 198712189

AREA 4
7,492 SQ. FT.
0.1720 ACRES

OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO. 198712189

P.O.T.

**TRACT B
LINCOLN MEADOWS FILING
NO. 1 MINOR DEVELOPMENT
REC. NO. 2003081872**

SEE SHEET 2

50' DEVELOPMENT SETBACK
REC. NO. 2003081872

LOT 2

**LINCOLN MEADOWS
FILING NO. 4, 1ST
AMENDMENT MINOR
DEVELOPMENT PLAT
REC. NO. 2013073075**

30' UTILITY EASEMENT
REC. NO. 2003081872 (EASEMENT
LOCATION NOT DEFINED ON PLAT)
LOCATION OF EASEMENT IS BASED
ON LINCOLN MEADOWS FILING NO. 4,
1ST AMENDMENT AS-BUILT LOCATION
OF SANITARY SEWER LINE REC. NO.
2013073075

E. LINE NE 1/4 SECTION 16
S00°00'24"E 2670.64'

EAST 1/4 CORNER
SECTION 16

0 50 100
SCALE: 1"=100'

feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P19_EXHIBIT_PE.dwg | 4/29/2019 8:51 AM |



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PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

3 OF 3

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-27

A PERMANENT EASEMENT BEING A PORTION OF TRACT B, LINCOLN MEADOWS FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2003081872 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE SITUATED IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE NORTHEAST CORNER OF SAID SECTION 16 BEARS N00°00'24"W, 2670.64 FEET; THENCE S89°21'13"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 1193.18 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S89°21'13"W ALONG SAID SOUTH LINE, 51.19 FEET;

THENCE N13°02'36"W, 424.40 FEET;

THENCE N41°12'03"E, 3.42 FEET;

THENCE N45°54'03"W, 8.82 FEET;

THENCE N17°45'08"E, 34.17 FEET TO THE NORTH LINE OF SAID TRACT B;

THENCE S60°42'18"E ALONG SAID NORTH LINE, 51.18 FEET;

THENCE S19°09'57"W, 6.21 FEET;

THENCE S13°02'36"E, 434.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,700 SQUARE FEET OR 0.5211 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

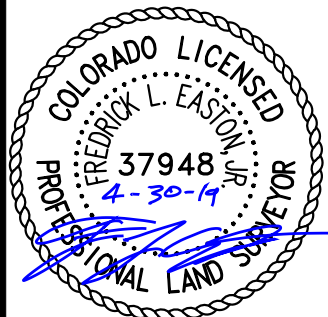


ILLUSTRATION FOR **EXHIBIT A**

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 1
PARCEL PE-27

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING



LOT 1, BLOCK 2
STONEGATE EAST
FILING NO. 1
REC. NO. 8712189

50' DEVELOPMENT
SETBACK
REC. NO. 2003081872

**PERMANENT
EASEMENT**
22,700 SQ. FT.
0.5211 ACRES

OWNER:
TOWN OF PARKER
PID: 2233-161-02-005/ R0445670
REC. NO. 2016091156

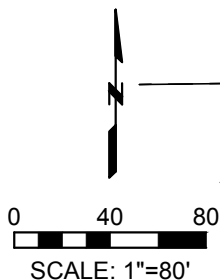
NORTHEAST CORNER
SECTION 16

LOT 2
LINCOLN MEADOWS FILING
NO. 4, 1ST AMENDMENT
REC. NO. 2013073075

TRACT B

**LINCOLN MEADOWS
FILING NO. 1**
REC. NO. 2003081872

10' UTILITY EASEMENT
REC. NO. 2003081872



LOT 1
PARKER JOINT SERVICE
FACILITY 1ST AMENDMENT
REC. NO. 2015089062

P.O.B.

P.O.C.
EAST 1/4 CORNER
SECTION 16

E. LINE NE 1/4 SECTION 16 N00°00'24"W 2670.64'

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5613 DTC PARKWAY, SUITE 1100
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(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
NE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

1 OF 1

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-29

A PERMANENT EASEMENT BEING A PORTION OF TRACT B, PARKER JOINT SERVICE FACILITY 1ST AMENDMENT, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2015089062 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT B;

THENCE S31°28'47"E ALONG THE SOUTHWEST LINE OF SAID TRACT B, 75.80 FEET TO THE **POINT OF BEGINNING**;

THENCE N63°57'33"E, 8.83 FEET TO THE NORTHEAST LINE OF SAID TRACT B;

THENCE S18°59'08"E ALONG SAID NORTHEAST LINE, 30.23 FEET;

THENCE S63°57'33"W, 2.26 FEET TO SAID SOUTHWEST LINE;

THENCE N31°28'47"W ALONG SAID SOUTHWEST LINE, 30.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 166 SQUARE FEET OR 0.0038 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

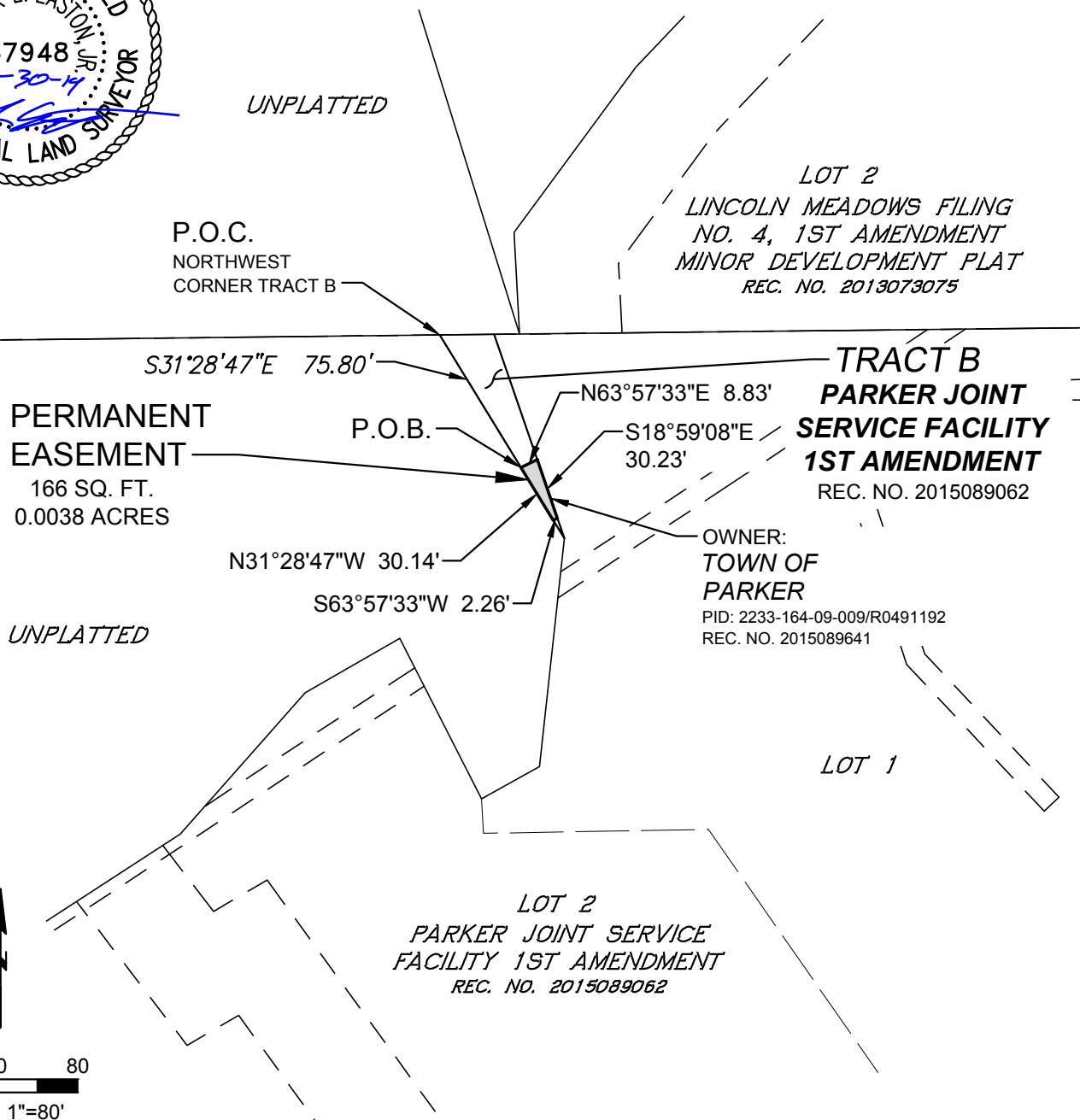


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
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PAGE 1 OF 1
PARCEL PE-29

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING



0 40 80
SCALE: 1"=80'

feaston | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P29_EXHIBIT_PE.dwg | 4/29/2019 4:35 PM |



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GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/29/2019
Revised:

1 OF 1

EXHIBIT A-19

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

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

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

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(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-30

A PERMANENT EASEMENT, 30.00-FOOT-WIDE, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN BOOK 1540, AT PAGE 0892, RECEPTION 9829770 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S00°50'44"W, 2633.74 FEET; THENCE S86°39'17"W, 1656.98 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL OF LAND AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S63°57'33"W, 138.52 FEET;

THENCE S43°36'40"W, 347.47 FEET;

THENCE S43°29'05"W, 314.06 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, BEING ON THE EAST LINE OF TRACT N, CLARKE FARMS SUBDIVISION FILING NO. 1, AS DEPICTED ON THAT PLAT RECORDED AT RECEPTION NUMBER 8612266 IN SAID OFFICE, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S47°43'06"E, 2967.56 FEET;

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR'S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 24,001 SQUARE FEET OR 0.5510 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

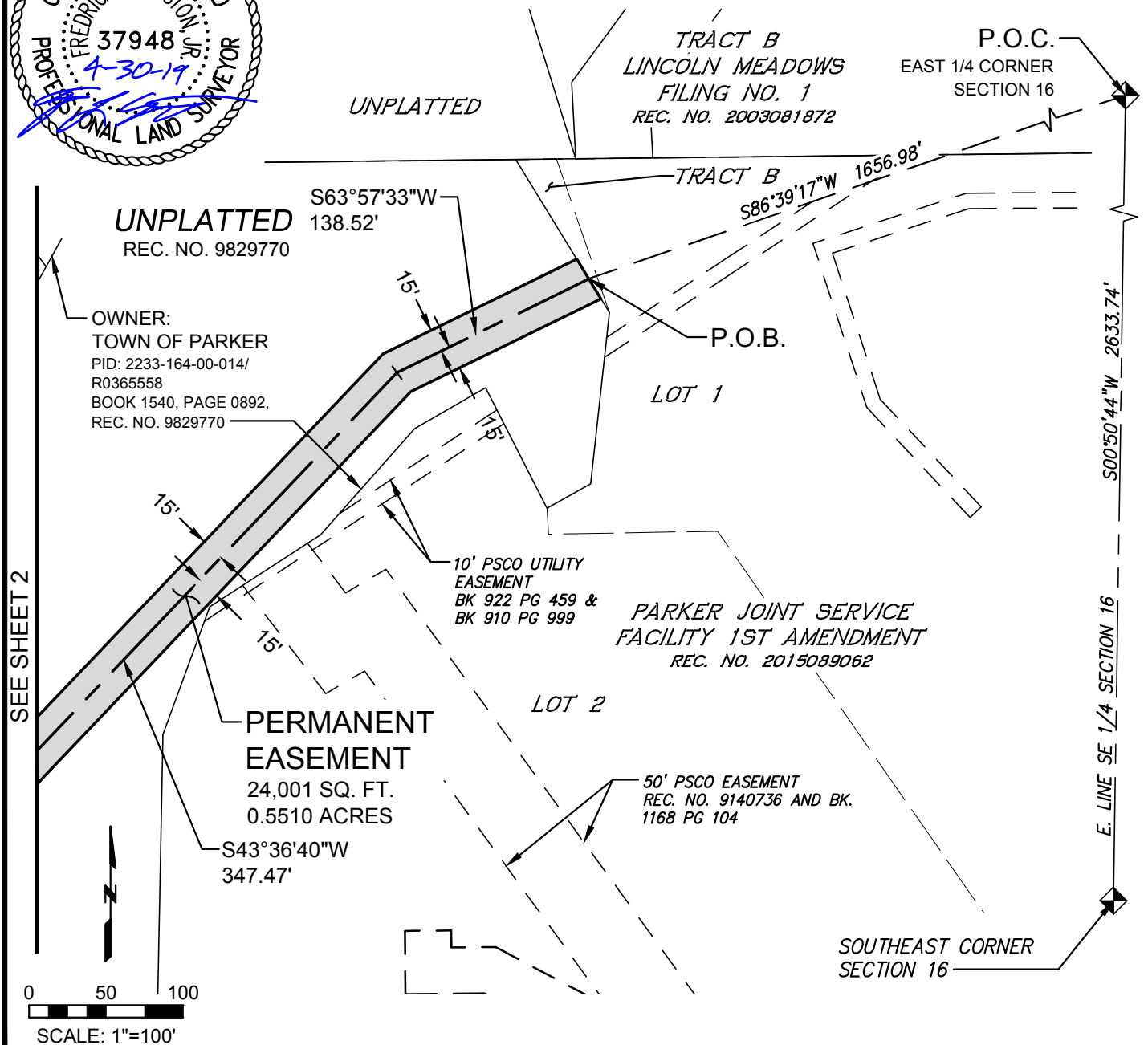


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 2
PARCEL PE-30

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



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5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

1 OF 2

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 2
PARCEL PE-30

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS

P.O.C.

EAST 1/4 CORNER SECTION 16

**PERMANENT
EASEMENT**
24,001 SQ. FT.
0.5510 ACRES

S43°29'05"W
314.06'

15'

15'

UNPLATTED
REC. NO. 9829770

P.O.T.

OWNER:
TOWN OF PARKER
PID: 2233-164-00-014/
R0365558
BOOK 1540, PAGE 0892,
REC. NO. 9829770

SEE SHEET 1

E. LINE SE 1/4 SECTION 16

S00°50'44"W 2633.74'

S47°43'06"E 2997.56'

**SOUTHEAST CORNER
SECTION 16**



**TRACT J
CLARKE FARMS
SUBDIVISION**
FILING NO. 6A
REC. NO. 199306815

**UTILITY
EASEMENT**
REC. NO.
198612266

0 50 100
SCALE: 1"=100'

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P30_EXHIBIT_PE.dwg | 4/30/2019 1:17 PM



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(303) 692-8838 / info@f-w.com

**PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER**
PERMANENT EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

2 OF 2

EXHIBIT A-20

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2020, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the Parties.

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

EXHIBIT A

PARCEL PE-31

A PERMANENT EASEMENT, 30.00-FOOT-WIDE, BEING A PORTION OF TRACT N, CLARKE FARMS SUBDIVISION FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 8612266 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S00°50'44"W, 2633.74 FEET; THENCE S74°05'20"W, 2323.42 FEET TO A POINT ON THE EAST LINE OF SAID TRACT N AND THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S43°29'05"W, 121.50 FEET;

THENCE N53°36'07"W, 245.87 FEET TO THE WEST LINE OF SAID TRACT N AND THE **POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S50°19'51"E, 3218.03 FEET,

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTORS BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 11,013 SQUARE FEET OR 0.2528 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 1
PARCEL PE-31

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POB = POINT OF BEGINNING
POT = POINT OF TERMINUS



OWNER:
TOWN OF PARKER
PID: 2233-164-01-002/
R0361527
REC. NO. 9114312

P.O.C.
EAST 1/4 CORNER
SECTION 16

TRACT N
CLARKE FARMS
SUBDIVISION
FILING NO. 1
REC. NO. 8612266

TRACT J
CLARKE FARMS
SUBDIVISION
FILING NO. 6A
REC. NO. 9306815

P.O.T.

UTILITY
EASEMENT
(PER PLAT)

50' UTILITY EASEMENT
(PER PLAT)

P.O.B.

N53°36'07"W
245.87'

S43°29'05"W
121.50'

PERMANENT
EASEMENT
11,013 SQ. FT.
0.2528 ACRES

UNPLATTED

S50°19'51"E
3218.03'

SOUTHEAST CORNER
SECTION 16

S00°50'44"W 2633.74'

0 50 100
SCALE: 1"=100'

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Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER & SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
SE 1/4 SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205
Drawn by: JAN
Approved: FLE
Date: 04/30/2019
Revised:

1 OF 1



Request for Town Council Action

Date: February 18, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.44 - First Reading**
A Bill for an Ordinance to Amend Sections 7.04.010, 7.04.020 and 7.04.030 of the Parker Municipal Code Concerning Abandoned Vehicles

Department: Town Attorney, Jamie Wynn
Second Reading: March 2, 2020

EXECUTIVE SUMMARY

The purpose of these amendments are to update The Parker Municipal Code and provide a process for enforcement action to be taken when vehicles, that are considered to be abandoned vehicles, are parked long-term in public parking lots.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Sections 7.04.010, 7.04.020, and 7.04.030 regulate vehicles abandoned within the Town of Parker. The proposed amendments to Sections 7.04.010, 7.04.020, and 7.04.030 would add a definition for vehicles *abandoned on a public parking lot*, include sections related to vehicles abandoned on a public parking lot under prohibited acts, and provide a twenty-four-hour timeline subsequent to a notice of violation under these Sections before enforcement action is taken. Sections 7.04.020 and 7.04.030 are also amended to allow for the Chief of Police, or designee, to make a determination that a major weather-related event has created an exception to the stated timelines.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 5.06.44

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.44 on first reading and to schedule second reading for March, 2, 2020, as part of the consent agenda.

ORDINANCE NO. 5.06.44, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 7.04.010, 7.04.020 AND 7.04.030 OF THE PARKER MUNICIPAL CODE CONCERNING ABANDONED VEHICLES

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

Section 1. Section 7.04.010 of the Parker Municipal Code is amended to read as follows:

7.04.010 Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Abandoned on private property means any vehicle that is not in operating condition for a period exceeding fifteen (15) days on private property; or any vehicle clearly not belonging to a resident or guest of a resident; or any vehicle determined to be lost, stolen or unclaimed on private property.

Abandoned on a public parking lot means, any vehicle that is parked in a public parking lot for a period of time longer than forty-eight (48) consecutive hours. With respect to any vehicles located on other public property, or right-of-way, the provisions of the Model Traffic Code, as adopted herein, shall apply.

Appropriate places means a car pound authorized by the Town, licensed auto repair shops, licensed service stations with repair facilities, licensed junkyards, licensed new and used car sales dealers with inside repair facilities and used by the businesses mentioned in this Paragraph which are properly zoned for this use, and those buildings designed for the storage of vehicles such as residential or commercial garages.

Hobby means the repairing, reconditioning or rebuilding of all vehicles which is done for personal enjoyment or entertainment only, with no profits, compensation or reimbursements of any kind involved.

Operating condition means a vehicle which is safe to operate, displaying a safety inspection sticker where required by state law, and duly tagged with the proper license plates where required by the State Motor Vehicle Division. Any dismantled, partially dismantled, discarded, junked or wrecked vehicle shall not be deemed to be in operating condition.

Property means any real property within the Town which is not a street or highway, or public property.

Vehicle means a machine, propelled or pulled by power other than human power, designed to travel along the ground by use of wheels, treads, runners or slides and used to transport airplanes, trucks, trailers, motorcycles, motor scooters, tractors, buggies and wagons, either in the singular or plural definition. The term *vehicle* shall not include antique vehicles.

Section 2. Section 7.04.020 of the Parker Municipal Code is amended to read as follows:

7.04.020 Prohibited acts.

(a) No person shall abandon any vehicle within the Town and no person shall leave any vehicle at any place within the Town for such time and under such circumstances as to cause such vehicle to appear to have been abandoned.

(b) It is unlawful for any person to leave any abandoned vehicle or any vehicle not in operating condition on any street or highway within the Town.

(c) It is unlawful for any person to park or allow to be parked a vehicle in any public parking lot for a time period longer than forty-eight (48) consecutive hours, or to leave any abandoned vehicle or any vehicle not in operating condition in any public parking lot for a period of time longer than forty-eight (48) consecutive hours, except where such vehicles are actively engaged in rendering services in the immediate area, have been issued a permit to remain longer than forty-eight (48) consecutive hours, or the Chief of Police or designee has made a determination that a major weather-related event has created a temporary exception to the provisions of this Chapter.

(d) It is unlawful for any person to relocate or otherwise move a vehicle described in this Section to a new location from the vehicle's original parked location in an attempt to circumvent or evade the provisions of this Section.

~~(e)~~**(e)** It is unlawful for any person who is the owner of any vehicle or any person who is in charge or control of any vehicle, or for any person who owns property, is in charge or control of property, or any tenant, lessee, occupant or renter, to permit or allow any abandoned vehicle or a vehicle not in operating condition to remain on such property.

Section 3. Section 7.04.030 of the Parker Municipal Code is amended to read as follows:

7.04.030 Investigations, notices, impoundments, costs.

(a) The Chief of Police and/or officer of the Police Department are authorized to investigate any vehicle left at any place within the Town which reasonably

appears to be in violation of the provisions of this Chapter. **The Chief of Police or designee is authorized to make a determination that a major weather-related event has created a temporary exception to a violation of the provisions of this Chapter and, upon such determination, no investigations will be conducted for violations of this Chapter until a minimum of forty-eight (48) hours after the major weather-related event has concluded.**

(b) If, after an investigation, there is probable cause for believing a violation of this Chapter exists, the officer making the investigation shall immediately **place upon the vehicle a notice of violation or, if known, immediately** issue a notice of violation to the owner of the vehicle or any person in charge or control of the vehicle, or if the notice of violation is being issued pursuant to 7.04.020(e) it may be issued to the property owner, manager, tenant, lessee, renter or occupant of the premises on which such vehicle is located. Such notice of violation shall state the date issued, the name of the person to whom the notice is issued, the violation involved and the time limit of ~~fifteen (15) days~~ **twenty-four (24) hours** being given to remove or correct the cause of such violation, and signed by the issuing officer.

(c) If, after ~~fifteen (15) days~~ **twenty-four (24) hours** from date of issuance of the notice of violations provided for in this Chapter, the cause of such violation has not been removed from within the boundaries of the Town, or corrected, the Chief of Police **and/or officer of the Police Department** shall **either** issue a summons and complaint to the person named on the notice of violation **or have the vehicle towed at the owner's expense.** If **a summons and complaint is issued, and if** the **person named on the notice of violation** ~~owner of the vehicle, or the owner, manager, tenant, lessee, renter or occupant of the premises on which such vehicle is located,~~ cannot be located in order to serve such notice of violation, then a summons and complaint shall **may** immediately be issued against the vehicle, describing the vehicle by make, year and model.

(d) The Chief of Police or officer issuing the summons and complaint shall be authorized to order the towing away and removal of any vehicle found in violation of this division to an appropriate place authorized by the Town Council, and there held until lawfully disposed of, or claimed.

(e) All expenses incurred in the impoundment of any vehicle under the provisions of this Chapter shall be assessed against the property from which such vehicle was removed or against the owner of the vehicle if he or she should be located.

Section 4. **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 5. 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 6. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: February 18, 2020

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.269.3 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road (Agreement No. 17-06.08c, Project No. 106741) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering/Public Works, Michael Grabczyk
Engineering/Public Works, Alex Mestdagh

Second Reading: March 2, 2020

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD - Formerly the Urban Drainage and Flood Control District) are jointly managing the design and construction of the fee-in-lieu capital improvement project to stabilize Lemon Gulch downstream of Crowfoot Valley Road. An amendment to the existing intergovernmental agreement (IGA) between the Town and the MHFD is necessary to provide additional funds from both entities to the capital improvement project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD are jointly managing the design and construction of the fee-in-lieu capital improvement project to stabilize Lemon Gulch between Crowfoot Valley Road and the confluence with Cherry Creek. Currently, Lemon Gulch is a sandy, unstable waterway which discharges directly into Cherry Creek. The project spans both private and public

properties and will entail of a variety of channel improvements including drop structures, hard and soft bank stabilization, floodplain benches, and revegetation efforts. The adjacent development provided an obligated contribution to the project per Town Code. An amendment to the existing IGA between the Town and the MHFD is necessary to provide additional funds from both entities to the capital improvement project. Additional funds are necessary to account for the reconfiguration of the upstream and downstream tie-in drop structures as well as paying for construction administrative and inspection services during the full length of construction. Reconfiguration of the tie-in points were crucial to ensure additional stress was not incurred on the existing system before the upstream and downstream reaches can be stabilized.

FINANCIAL IMPACT

Additional contributions to this project were included within the 2020 budget approved by Town Council. The Town will contribute \$400,000 to the project through a transfer to the MHFD. The MHFD will provide an additional \$200,000 to the project, for a total supplemental budget of \$600,000. This additional project budget will allow for complete funding of the project through construction, including construction administrative services.

2020 Supplemental Budget:

Town of Parker\$400,000

Urban Drainage\$200,000

Total Supplemental Budget:\$600,000

STRATEGIC GOAL(S)



ATTACHMENTS

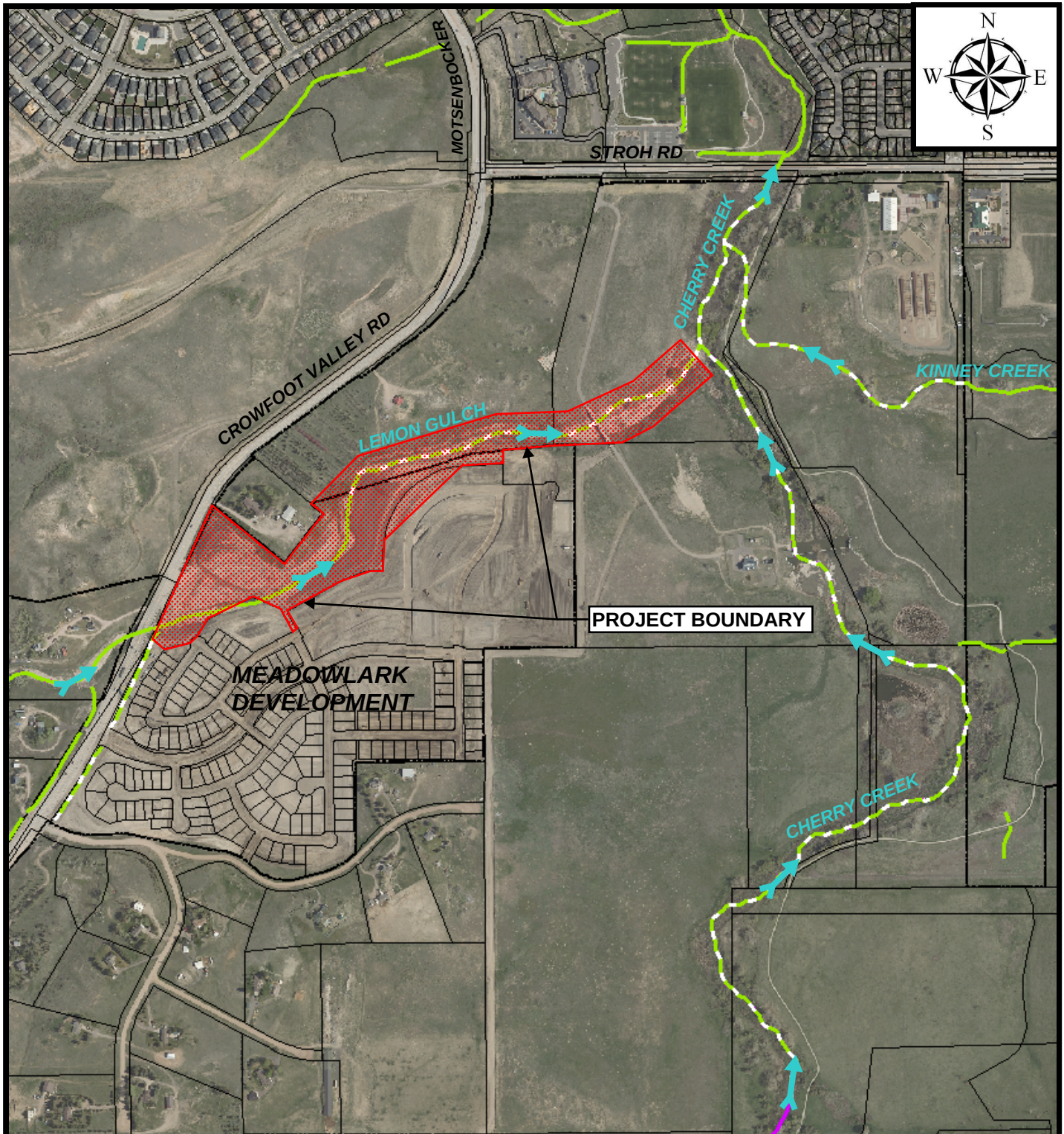
1. Vicinity Map
2. Ordinance No. 9.269.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.269.3 on first reading and to schedule second reading for March 2nd, 2020, as part of the consent agenda.

VICINITY MAP

LEMON GULCH DOWNSTREAM OF CROWFOOT VALLEY RD



ORDINANCE NO. 9.269.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH DOWNSTREAM OF CROWFOOT VALLEY ROAD (AGREEMENT NO. 17-06.08C, PROJECT NO. 106741) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road (Agreement No. 17-06.08C, Project No. 106741) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH DOWNSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

Agreement No. 17-06.08C
Project No. 106741

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HILE FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch downstream of Crowfoot Valley Road, Town of Parker" (Agreement No. 17-06.08) dated October 2, 2017, as amended; and

WHEREAS, PARTIES now desire to proceed to construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$600,000; and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES; and

WHEREAS, PROJECT includes Lemon Gulch from Crowfoot Valley Road to approximately 3,500 feet downstream, as shown on Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed \$2,746,423 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 275,423	\$ 275,423
2. Construction	\$ 2,471,000	\$ 1,871,000
3. Contingency	\$ -0-	\$ -0-
Grand Total	\$ 2,746,423	\$ 2,146,423

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	6.99%	\$ 150,000	\$ 200,000	\$ 350,000
TOWN	93.01%	\$1,996,423	\$ 400,000	\$2,396,423
TOTAL	100.00%	\$2,146,423	\$ 600,000	\$2,746,423

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (TOWN - \$2,396,423; DISTRICT - \$350,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN

request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 17-06.08 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT d/b/a
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Checked By

TOWN OF PARKER

(SEAL)

By_____

Mike Waid

ATTEST:

Title Mayor

Date_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH DOWNSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

Agreement No. 17-06.08C

Project No. 106741

Exhibit A





Request for Town Council Action

Date: February 18, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-008**
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor, and Appointment of Liaison Officers to Certain Boards and Commissions of the Town of Parker

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Under the Town Charter and the Parker Municipal Code, the Town Council is required to appoint a mayor pro tem and acting mayor, as well as Town Council liaisons/ex officio members to certain boards and commissions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council makes appointments following the annual Town Council Strategic Planning Retreat. The purpose of this resolution is to approve Town Councilmember appointments related to the mayor pro tem, acting mayor and certain Town boards and commissions, which were discussed at the Town Council retreat.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 20-008

RECOMMENDED MOTION

I move to approve Resolution No. 20-008, as part of the consent agenda.

RESOLUTION NO. 20-008, Series of 2020

TITLE: A RESOLUTION FOR TOWN COUNCIL APPOINTMENT OF MAYOR PRO TEM AND ACTING MAYOR, AND APPOINTMENT OF LIAISON OFFICERS TO CERTAIN BOARDS AND COMMISSIONS OF THE TOWN OF PARKER

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that a Mayor Pro Tem shall be elected by the Town Council from its own membership;

WHEREAS, Section 3.3 of the Town of Parker Home Rule Charter provides that, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, the Town Council shall designate one of its members to serve as Acting Mayor during such absence or disability;

WHEREAS, the Town Council of the Town of Parker desires to elect both a Mayor Pro Tem and Acting Mayor, as provided in Section 3.3 of the Town of Parker Home Rule Charter;

WHEREAS, the Town Council of the Town of Parker appoints certain councilmembers to serve as liaison officers concerning certain boards and commissions; and

WHEREAS, the Town Council of the Town of Parker desires to appoint certain councilmembers to serve as Town Council liaison officers, to the extent provided in this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby elects Josh Rivero to serve as the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter.

Section 2. The Town Council of the Town of Parker elects Jeff Toborg to serve as the Acting Mayor of the Town of Parker, in the event of the absence or disability of both the Mayor and the Mayor Pro Tem, as provided in Section 3.3 of the Town of Parker Home Rule Charter of the Town of Parker.

Section 3. The Town Council of the Town of Parker appoints Josh Rivero and Cheryl Poage as the liaison officers for the Planning Commission.

Section 4. The Town Council of the Town of Parker appoints Renee Williams and Cheryl Poage as the liaison officers for the Special Licensing Authority.

Section 5. The Town Council of the Town of Parker appoints John Diak as the ex officio member of the Cultural and Scientific Commission and Debbie Lewis as the alternate ex officio member of the Cultural and Scientific Commission.

Section 6. The Town Council of the Town of Parker appoints John Diak as the Town Council representative to the Investment Advisory Committee.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: February 18, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-009**
A Resolution to Appoint the Officers to the Greater Parker Foundation

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Board members and officers of the Greater Parker Foundation are appointed by Town Council by resolution.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Debbie Lewis was the President and Secretary, as well as a board member, of the Greater Parker Foundation (the "GPF"). The Town desires to replace Debbie Lewis as a board member and officer of the GPF and to appoint Cheryl Poage as a board member and the President and Secretary of the GPF.

If the Town Council approve Resolution No. 20-009, Cheryl Poage will be appointed as a board member and the President and Secretary of the GPF.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 20-009

RECOMMENDED MOTION

I move to approve Resolution No. 20-009, as part of the consent agenda.

RESOLUTION NO. 20-009, Series of 2020

TITLE: A RESOLUTION TO APPOINT THE OFFICERS TO THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council of the Town of Parker desires to appoint Cheryl Poage to the Board of the Greater Parker Foundation;

WHEREAS, the Town Council desires to appoint Cheryl Poage as the President of the Greater Parker Foundation; and

WHEREAS, the Town Council desires to appoint Cheryl Poage as the Secretary of the Greater Parker Foundation.

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 appoints Cheryl Poage to replace Debbie Lewis on the Board of the Greater Parker Foundation.

Section 2. The Town Council of the Town of Parker hereby appoints Cheryl Poage as the President of the Greater Parker Foundation, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 3. The Town Council of the Town of Parker hereby appoints Cheryl Poage as the Secretary of the Greater Parker Foundation, as described in Exhibit A.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Officers of the Greater Parker Foundation

Cheryl Poage, President
Jeff Toborg, Vice President
Cheryl Poage, Secretary
Jeff Toborg, Treasurer



Request for Town Council Action

Date: February 18, 2020
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Motsenbocker Road Shoulder Landscaping/Sanderos Creek**

Amount: \$126,139.65
Contractor: All Phase Landscape
Department: Engineering/Public Works, Tom Gill

EXECUTIVE SUMMARY

To award a trade contractor agreement with All Phase Landscape for the Motsenbocker Road Shoulder Landscaping/Sanderos Creek project for \$126,139.65.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, the Town undertook the roadway widening/improvements to Motsenbocker Road between the Todd Drive intersection and the Clarke Farms subdivision. The bulk of these roadway improvements were paid for by the adjacent respective residential developments and included funding for the shoulder landscaping. In the fall of 2019, as the roadway improvements were beginning to wind down, the Town started conversations with the adjacent developments related to the shoulder landscaping. The subdivision development on the west side of Motsenbocker (Olde Town aka. Sanderos Creek) and has engaged All Phase Landscape for their landscaping improvements. Town staff began discussions with All Phase Landscape to potentially complete the shoulder landscaping concurrently with the development's landscaping. Based on agreements with the adjacent development, this shoulder landscaping is integral to the adjacent development's landscaping and irrigation.

On January 21, 2020, Town Council approved Resolution No. 20-004. This resolution approved the Town staff to negotiate with All Phase Landscaping to complete the shoulder landscaping on the west side of Motsenbocker Road. After numerous meetings and discussions, the Town wrapped up negotiations for this work which will be completed in the spring of 2020 as weather/temperatures allow. A detailed unit price estimate was provided by All Phase

Landscape for this work based on an agreed to design. The unit pricing was compared to other work that the Town has completed and found it to be fair and reasonable. Therefore, Town staff recommends proceeding with completing the work with All Phase Landscape and award the contract.

FINANCIAL IMPACT

Funding for this project is part of the approved capital improvement fund line item for the Motsenbocker Road project. The adjacent development (Olde Town/Sanderos Creek) will assume the long-term maintenance of the landscaping and irrigation.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: February 18, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.43 - Second Reading**
A Bill for an Ordinance to Amend Sections 8.08.040 and 8.11.040 of the Parker Municipal Code Concerning Legal Age for Tobacco or Vapor Products

Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

The purpose of these amendments are to update the Parker Municipal Code to be consistent with the changes to Federal law which went into effect on December 20, 2019, making it illegal to sell tobacco products to any individual under the age of twenty-one (21) years.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 8.08.040 of the Parker Municipal Code regulates substances that release toxic vapors. The proposed amendment to Section 8.08.040(d)(1) would modify the definition of a minor person for purposes of the Section to "any person under the age of twenty-one (21) years." Section 8.11.040 of the Parker Municipal Code regulates the distribution of cigarettes and tobacco products to minors. The proposed amendment to Section 8.11.040(b), (c), and (d) would modify the age for providing, consumption, possession, or purchase of cigarettes and tobacco products to twenty-one (21) years or older from the current age of eighteen (18) years. These amendments will ensure that the Parker Municipal Code is in compliance with the Federal law passed on December 20, 2019, with respect to tobacco products, e-cigarettes, and vaping products.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.06.43

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.43 on second reading.

ORDINANCE NO. 5.06.43, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 8.08.040 AND 8.11.040 OF THE PARKER MUNICIPAL CODE CONCERNING LEGAL AGE FOR TOBACCO OR VAPOR PRODUCTS

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

Section 1. Section 8.08.040 of the Parker Municipal Code is amended to read as follows:

8.08.040 Toxic vapors.

(1) It shall be unlawful for any person to sell, give, deliver or furnish any substance releasing toxic vapors to any minor without the personal or written consent of a parent, guardian or other person having legal care or custody of such minor, except when the sale of one (1) tube of glue is made simultaneously with the sale, purchase and delivery of a hobby or model kit. As used in this Section, a *minor* is any person under the age of ~~eighteen (18)~~ **twenty-one (21)** years.

Section 2. Subsections 8.11.040(b), (c) and (d) of the Parker Municipal Code are amended to read as follows:

8.11.040 Distribution of cigarettes and tobacco products to minors.

* * *

(b) It is unlawful for any person ~~eighteen (18)~~ **twenty-one (21)** years of age or older to furnish to any person who is under ~~eighteen (18)~~ **twenty-one (21)** years of age, by gift, sale, offer for sale or other means any cigarettes or tobacco products as defined herein.

(c) It is unlawful for any person under the age of ~~eighteen (18)~~ **twenty-one (21)** years of age to consume, possess or to purchase or attempt to purchase, either directly or through an intermediary, or in any other manner obtain any cigarette or tobacco product as defined herein.

(d) No person shall sell or offer to sell any cigarettes or tobacco products by use of a vending machine or other coin-operated machine; except that cigarettes may be sold at retail through vending machines only in:

* * *

Any person who sells or offers to sell any cigarettes or tobacco products shall display a warning sign as specified herein. The warning sign shall be displayed in a prominent place in the building and on any vending or coin-operated machine at all times, shall have a minimum height of three (3) inches and a width of six (6) inches and shall read as follows:

WARNING

It Is Illegal For Any Person
Under ~~Eighteen (18)~~ Twenty-One (21) Years Of Age
To Purchase Cigarettes And Tobacco Products
And, Upon Conviction, A Three Hundred
Dollar (\$300.00) Fine May Be Imposed.

Section 3. 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 4. 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 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney