

TOWN OF PARKER COUNCIL AGENDA
March 2, 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

- **Red Cross Award Presentation to Aquatics Staff Members**

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

- 5. 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.*

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. 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 - February 18, 2020**

- B. *ORDINANCE NO. 9.307 - First Reading*
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: March 16, 2020
- C. *ORDINANCE NO. 9.267.3 - First Reading*
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker (Agreement No. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering/Public Works, Michael Grabczyk
Engineering/Public Works, Alex Mestdagh
Second Reading: March 16, 2020
- D. *ORDINANCE NO.1.539.1 - First Reading*
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: March 16, 2020
- E. *RESOLUTION NO. 20-010*
A Resolution Accepting the Conveyance of Real Property from Anthology West Master Homeowners Association, Inc., (Slope Easement) for a Portion of the Southeast Quarter of Section 44, Township 6 South, Range 66 West
Department: Engineering and Public Works, Alex Mestdagh
- F. *RESOLUTION NO. 20-011*
A Resolution Accepting the Conveyance of a Drainage Easement from Anthology West Master Homeowners Association, Inc., for a Portion of Tract A-1, Stroh Ranch Filing No. 17b, 1st Amendment
Department: Engineering and Public Works, Alex Mestdagh
- G. *RESOLUTION NO. 20-012*
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-10 Concerning Telephonic Participation Policy
Department: Town Attorney, Kristin Schledorn

H. *RESOLUTION NO. 20-013*

A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-11 Concerning the Veterans Memorial Banner Program Policy

Department: Engineering and Public Works, Tom Williams

I. *RESOLUTION NO. 20-014*

A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Town Attorney, Kristin Schledorn

J. *RESOLUTION NO. 20-015*

A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

K. *CONTRACTS ABOVE \$100,000*

1. *2020 Townwide Diamond Grind and Joint Seal Program (CIP20-005)*

Amount: \$762,737.06

Contractor: Penhall Company

Department: Engineering/Public Works, Danny Smith

2. *Central Square/TriTech*

Amount: \$192,104.90

Contractor: Central Square/TriTech

Department: Finance, Jason Long

8. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 3.262.1 - Rezoning - Second Reading (Continued from 2/3/20)**

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

B. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR EUCLID AVENUE CHOCOLATES CORP.

Department: Economic Development, Matt Carlson

9. ORDINANCES

A. ORDINANCE NO. 1.544 - Second 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

B. ORDINANCE NO. 9.269.3 - Second 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**

C. ORDINANCE NO. 5.06.44 - Second 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

10. PUBLIC COMMENTS CONTINUED IF NECESSARY

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 2, 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

“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).”

2. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (Extension of Listing Period)

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

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

5. Agreement for Sale and Purchase of Land (Schoolhouse) between the Town and ACG, LLC

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 18, 2020**

Mayor Pro Tem John Diak called the meeting to order at 5:31 P.M. Mayor Mike Waid and Councilmember Renee Williams were absent; Debbie Lewis arrived at 5:36 P.M.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were three items; under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court Case No. 2018CV030354 and the second was to receive legal advice on specific legal questions concerning Chapter 4.07 of the Parker Municipal Code (Development Excise Tax) (credit for parks and recreation facilities); under C.R.S. § 24-6-402(4)(e) there was one (1) item which was Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (PACE Lot 2) (East Main)

EXECUTIVE SESSION

Joshua Rivero moved and Jeff Toborg seconded to go into Executive Session to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Debbie Lewis moved and Cheryl Poage seconded to come out of Executive Session at 7:02 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Pro Tem John Diak reconvened the meeting at 7:07 P.M.

John Diak led the Pledge of Allegiance was recited by all.

SPECIAL PRESENTATIONS

Senator Smallwood provided an update on the legislative session for District 4 and answered questions posed by Town Council.

PUBLIC COMMENTS

Diane Roth introduced two new members of the Cultural Commission -- Annie Day and Alexis Liatts.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

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*

Motsenbocker Road Shoulder Landscaping/Sanderos Creek

Amount: \$126,139.65

Contractor: All Phase Landscape

Department: Engineering/Public Works, Tom Gill

Cheryl Poage moved and Debbie Lewis seconded to approve the Consent Agenda Items 5A through 5H.

The motion was approved unanimously.

Mayor Pro Tem Joshua Rivero presided over the remainder of the meeting.

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

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. 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.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 5.06.43 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

The meeting was adjourned at 7:31 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: March 2, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.307 - First Reading**
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: March 16, 2020

EXECUTIVE SUMMARY

This ordinance accompanies a proposed Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD). This IGA is necessary in order to provide developer funds to MHFD for the required improvements to Lemon Gulch drainageway system, which are proposed as a fee-in-lieu project that will be contracted through MHFD.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Looking Glass development is located in the southwestern corner of the Town boundary, north and west of Crowfoot Valley Road and southeast of Reuter-Hess Reservoir. The first segment of this development contains two major drainageways: Lemon Gulch and its tributary known as Brandy Gulch. Under the Town Code, the developer is required to implement any master-planned improvements for major drainageways located within a development. The planned improvements in this system generally consist of bank modifications and grade control structures, with minimal realignment of the channels proposed in accordance with the dendritic design model.

The developer, the Town, and Mile High Flood District (MHFD) have agreed to implement the improvements associated with the first segment of development as a fee-in-lieu project. This arrangement requires the developer to fund 100% of the cost of design and construction, while MHFD is responsible for overseeing the design and construction contracts with input from the Town. This arrangement will be mutually beneficial to the developer and the Town: for this reason this arrangement provides schedule-related benefits to the developer, as these improvements are removed from their construction scope, and the Town and MHFD enjoy increased control over the project and the selection of the engineer and contractor.

The project team is nearing completion of the 100% design documents for Brandy Gulch, and these improvements are planned to be constructed this spring in coordination with the developer's grading and infrastructure work on the property. The developer will be required to pay to the Town the full cost to construct these improvements in the upcoming subdivision agreements for the Looking Glass development, and this IGA proposes to pass these funds through to MHFD to allow the District to bid and construct the improvements.

The Lemon Gulch improvements are still under design and federal permitting is pending. Please note that a similar IGA for those improvements will be brought before Town Council in the future when final costs are determined and federal permits are obtained.

FINANCIAL IMPACT

This project will be 100% funded by the developer, with no Town funding proposed. The anticipated project cost for the Brandy Gulch improvements is \$1,454,137.81 with the following breakdown:

Construction Cost: \$1,069,706.25
Contingency (5%): \$53,485.31
Construction Engineering: \$150,598
Vegetation Management: \$137,560
Administrative Fee: \$42,788.25

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



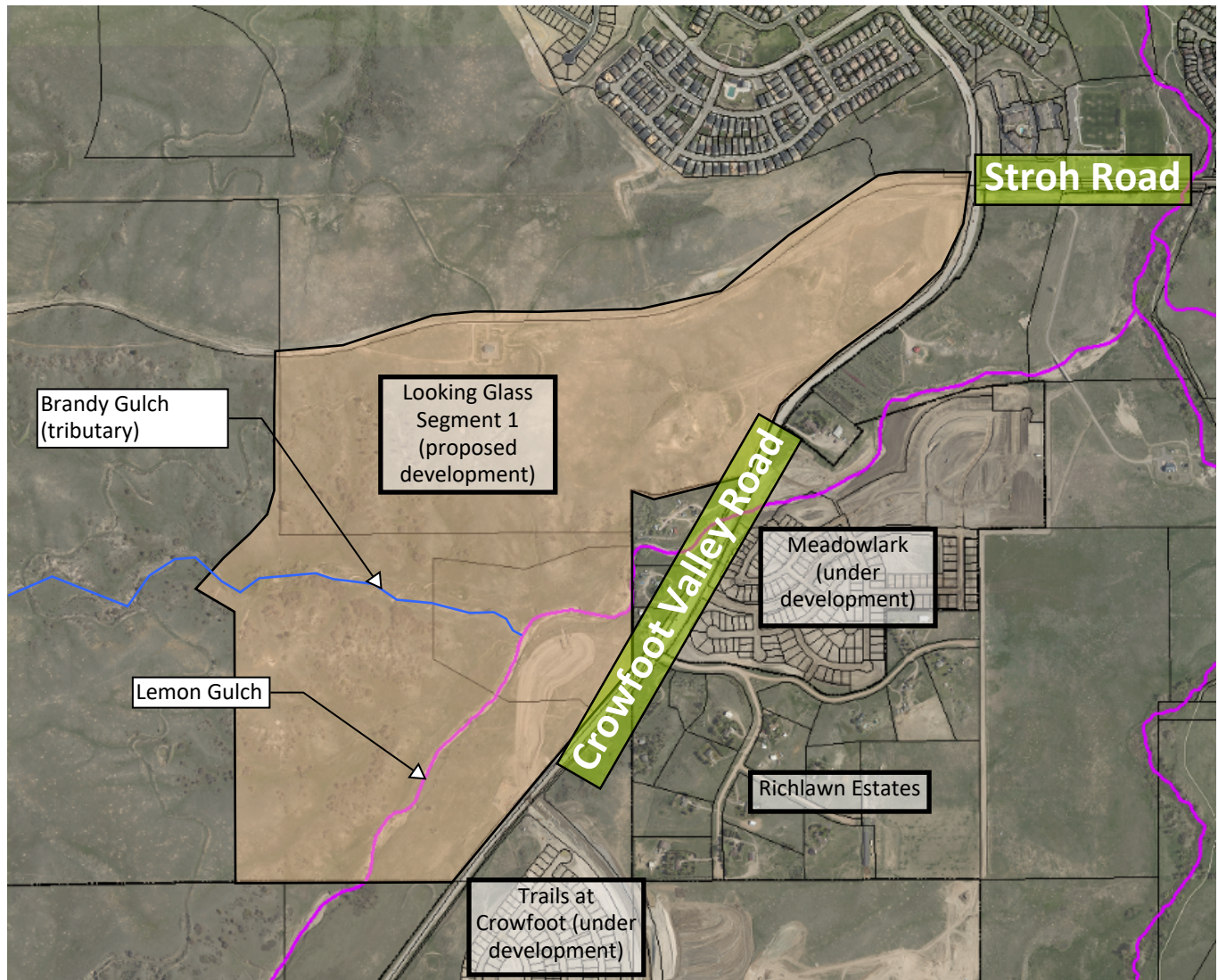
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

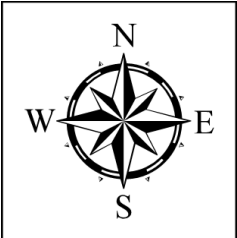
1. Vicinity Map
2. Ordinance No 9.307

RECOMMENDED MOTION

I move to approve Ordinance No. 9.307 on first reading and to schedule second reading for March 16, 2020, as part of the consent agenda.



Lemon Gulch Upstream of
Crowfoot Valley Road
Vicinity Map



ORDINANCE NO. 9.307, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD (AGREEMENT NO. 20-01.13, PROJECT NO. 107087) 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 Agreement Regarding Construction of Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) 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

AGREEMENT REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD TOWN OF PARKER

Agreement No. 20-01.13
Project No. 107087

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Scott and Lemon Gulch Watershed Outfall Systems Planning – Preliminary Design Report" by CH2M Hill, dated July 2006, (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with construction, establishment, and monitoring of drainage and flood control improvements for Lemon Gulch upstream of Crowfoot Valley Road (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the TOWN Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF THIS AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **SCOPE OF PROJECT**

- A. **Construction.** PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design, as specified in the attached Construction Plans (Exhibit B).
- B. **Construction Engineering Services.** PROJECT shall include all necessary construction observation and oversight by the design engineer, as specified in the attached scope and fee (Exhibit C).

- C. Vegetation Establishment. PROJECT shall include periodic watering, weed control, and reseeding for the first full post construction growing season, as specified in the attached scope and fee (Exhibit D).
- D. Permit Monitoring. PROJECT shall include all necessary weed control, reseeding, monitoring, and reporting to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act. The Permit Monitoring period is typically three (3) to five (5) years post construction.
3. PUBLIC NECESSITY
- PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.
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. Construction
 2. Construction Contingency (5% of Construction)
 3. Construction Engineering Services
 4. Vegetation establishment
 5. Administrative fee (which includes permit monitoring costs)
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,454,137.81 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Construction	\$ 1,069,706.25
2. Construction Contingency	53,485.31
3. Construction Engineering Services	150,598.00
4. Vegetation Establishment	137,560.00
5. Administrative Fee (which includes permit monitoring costs)	42,788.25
Grand Total	\$ 1,454,137.81

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 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 DISTRICT approval.

- A. Construction. The estimated cost of Construction, as set forth in Exhibit E of this Agreement, shall be based on actual costs but shall not exceed One Million Sixty-Nine Thousand Seven Hundred Dollars (\$1,069,706.25 Six Dollars and Twenty-Five Cents

- B. Construction Contingency. Funds for Construction Contingency shall be collected. The cost shall be five (5) percent of the Construction cost, which amounts to Fifty-Three Thousand Four Hundred Dollars (\$53,485.31).
- C. Construction Engineering Services. The estimated cost of Construction Engineering Services, as set forth in Exhibit C of this Agreement, shall be based on actual costs but shall not exceed One Hundred Fifty Thousand Five Dollars (\$150,598.00).
- D. Vegetation Establishment. The estimated cost of Vegetation Establishment, as set forth in Exhibit D of this Agreement, shall be based on actual costs but shall not exceed One Hundred Thirty-Seven Thousand Dollars (\$137,560.00).
- E. Administrative Fee. The administrative fee is based on a percentage of the Construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500K	8.0%
\$500K - \$1mil	6.0%
\$1mil - \$1.5mil	4.0%
\$1.5mil - \$2mil	3.0%
\$2mil - \$3.5mil	2.0%
\$3.5mil - \$5mil	1.5%
\$5mil - \$10mil	1.0%
\$10mil - \$15.5mil	0.7%
\$15.5mil - \$20mil	0.6%

Based on the table above, the administrative fee collected shall be Forty-Two Thousand Seven Hundred Dollars (\$42,788.25).
Eight-Eight Dollars and 25 Cents

- F. Payment. TOWN agrees to fund the Construction, Establishment, and Monitoring and make a payment in the amount of One Million Four Hundred Fifty-Four Dollars (\$1,454,137) within ten (10) business days after the Agreement date. In the event the payment is not made within ten (10) business days after the Agreement date, this Agreement will be void and of no further force and effect. PARTIES agree that, by _____, the remaining money in the project fund (Administrative Fees are not included in the project fund) will be returned to TOWN. TOWN'S failure to approve DEVELOPMENT will not constitute a default by DISTRICT in its performance of this Agreement. Additional work requested beyond the contract documents for PROJECT will require an amendment to AGREEMENT.

6. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment

1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
 5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be

responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all

contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 - E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
 - F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
 - I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
27. GOVERNMENTAL IMMUNITIES
- PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.
28. INTENT OF AGREEMENT
- Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.
29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN

By_____

Name_____

Title_____

Date_____

AGREEMENT REGARDING
CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

Agreement No. 20-01.13
Project No. 107087

Exhibit A



AGREEMENT REGARDING
CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

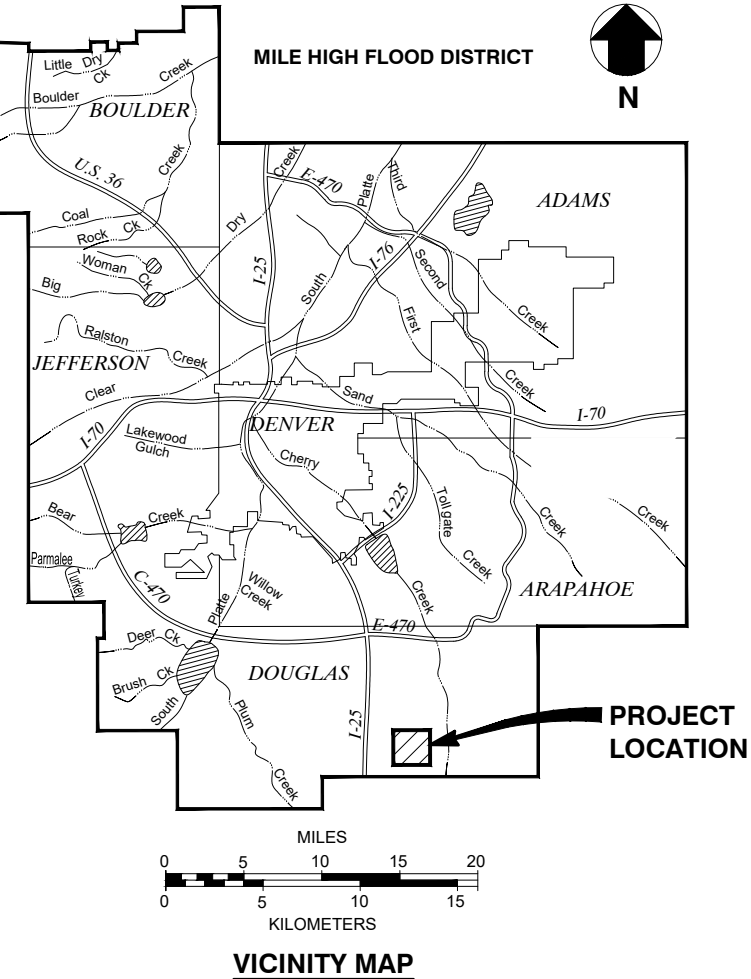
Agreement No. 20-01.13
Project No. 107087

Exhibit B

CONTRACTOR'S SCOPE
(attach here)

EXHIBIT B

CONTRACT DRAWINGS FOR THE CONSTRUCTION OF:
BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS
TOWN OF PARKER
MILE HIGH FLOOD DISTRICT
FEBRUARY 2020



INDEX OF DRAWINGS		
SHEET NO.	DRAWING NO.	TITLE
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2	G-2	GENERAL NOTES AND LEGEND
3	G-3	SITE PLAN
CIVIL		
4	C-1	CHANNEL PLAN AND PROFILE (SHEET 1 OF 4)
5	C-2	CHANNEL PLAN AND PROFILE (SHEET 2 OF 4)
6	C-3	CHANNEL PLAN AND PROFILE (SHEET 3 OF 4)
7	C-4	CHANNEL PLAN AND PROFILE (SHEET 4 OF 4)
8	C-5	CHANNEL SECTIONS
9	C-6	RIPRAP LINING DETAILS
10	C-7	BIOENGINEERED-ROCK GRADE CONTROL DETAILS
11	C-8	STRUCTURE GENERAL NOTES
12	C-9	TRAIL CROSSING #1 PLAN
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LANDSCAPE		
18	L-1	LANDSCAPE PLAN (SHEET 1 OF 4)
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20	L-3	LANDSCAPE PLAN (SHEET 3 OF 4)
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22	L-5	LANDSCAPE NOTES AND DETAILS
EROSION CONTROL		
23	EC-1	GESC PLAN (SHEET 1 OF 2)
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25 - 33	EC-3 - EC-11	GESC DETAILS
SUBSURFACE UTILITY ENGINEERING (SUE) DRAWINGS		
7 SHEETS		

MHFD
MILE HIGH FLOOD DISTRICT

- APPROVALS -
MILE HIGH FLOOD DISTRICT

SUITE #156 B
2480 W. 26TH AVE.
DENVER, COLORADO 80211
(303) 455-6277

KEN MACKENZIE, P.E. - EXECUTIVE DIRECTOR
DATE

LAURA KROEGER, P.E. - MANAGER, STREAM SERVICES PROGRAM
DATE

BARBARA CHONGTOUA, P.E. - PROJECT MANAGER, STREAM SERVICES PROGRAM
DATE

PREPARED BY:

MULLER
ENGINEERING COMPANY

777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

TOWN OF PARKER

PUBLIC WORKS DIRECTOR
DATE

MANAGER OF ENGINEERING AND STORMWATER
DATE

SARA R. JOHNSON, P.E., PROJECT MANAGER
DATE

PREPARED UNDER
THE SUPERVISION OF

DESIGNED:
KMS
DRAWN:
MAB
CHECKED:
SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

MULLER
ENGINEERING COMPANY

777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

MHFD
MILE HIGH FLOOD DISTRICT

PARKER
COLORADO

BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

GENERAL

TITLE SHEET

DATE
2/6/2020
DRAWING NO.
G-1
SHEET NO.
1 OF 33

PLOTTED: 2/6/2020 2:41:32 PM
 NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-COVER.DWG

TOWN OF PARKER STORM DRAINAGE INFRASTRUCTURE NOTES:

1. ALL STORM DRAINAGE IMPROVEMENTS ARE SUBJECT TO COMPLIANCE WITH THE MILE HIGH FLOOD DISTRICT'S (MHFD) CURRENT EDITION OF CONSTRUCTION SPECIFICATIONS, AND WHERE NOTED ON THE DRAWINGS, THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) M&S STANDARDS, WITH THE MODIFICATIONS SET FORTH IN THE TOWN OF PARKER'S STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL (SDECM), AS AMENDED.
2. THE CONTRACTOR SHALL COMPLY WITH THE "COLORADO WATER QUALITY CONTROL ACT" (TITLE 25, ARTICLE 8 CRS), THE "PROTECTION OF FISHING STREAMS" (TITLE 33, ARTICLE 5, CRS), THE "CLEAN WATER ACT" (33 USC 1344), "CHERRY CREEK RESERVOIR CONTROL REGULATION NO. 72" (5 CCR 1002-72), THE REGULATION PROMULGATED, CERTIFICATION OR PERMITS ISSUED, AND THE REQUIREMENTS PRESENTED IN THE SDECM REVISION TO SECTION 107 AND THE CONSTRUCTION BMP PLAN. IN THE EVENT OF CONFLICTS BETWEEN THESE REQUIREMENTS AND WATER QUALITY CONTROL LAWS, RULES, OR REGULATIONS OF OTHER FEDERAL OR STATE AGENCIES, THE MORE RESTRICTIVE LAWS, RULES, OR REGULATIONS SHALL APPLY.
3. INSPECTIONS: CONSTRUCTION SHALL NOT BEGIN UNTIL A GRADING PERMIT HAS BEEN ISSUED FOR THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE TOWN OF PARKER ENGINEERING DEPARTMENT (PUBLIC WORKS) TO SCHEDULE INSPECTIONS A MINIMUM OF 48 HOURS PRIOR TO THE CONSTRUCTION OF ALL DRAINAGE INFRASTRUCTURE (STORM SEWERS, INLETS, MANHOLES, ENERGY DISSIPATERS, RIPRAP, GROUTED BOULDERS, DETENTION POND OUTLET STRUCTURES, FOREBAYS, TRICKLE CHANNELS, ETC). FAILURE TO NOTIFY THE ENGINEERING DEPARTMENT FOR INSPECTIONS MAY RESULT IN NON-ACCEPTANCE OF THE INFRASTRUCTURE BY THE TOWN.
4. MILE HIGH FLOOD DISTRICT (MHFD) MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION SO THAT A MHFD OBSERVER CAN CONDUCT PERIODIC INSPECTIONS. CONTACT BARBARA CHONGTOUA AT 303-455-6277 TO COORDINATE INSPECTIONS.
5. STRUCTURAL BACKFILL (CDOT CLASS 1) SHALL BE COMPACTED TO CONFORM TO CDOT STANDARD SPECIFICATION 203.03. STRUCTURAL BACKFILL (CDOT CLASS 2) SHALL CONFORM TO CDOT STANDARD SPECIFICATION 203.07. AT THE CONTRACTOR'S OPTION, STRUCTURAL BACKFILL (SQUEEGEE) MEETING THE GRADATION REQUIREMENTS CONTAINED IN REVISION OF SECTION 206 OF THE CDOT STANDARD SPECIFICATIONS AS PRESENTED IN THE SDECM, MAY BE SUBSTITUTED FOR STRUCTURE BACKFILL (CLASS 1 OR CLASS 2) FOR BACKFILLING OF CULVERT PIPES, STORM SEWER PIPES, MANHOLES AND INLET STRUCTURES; HOWEVER, THE TOP 2 FEET BELOW SUBGRADE ELEVATION SHALL BE THE REQUIRED EMBANKMENT MATERIAL.
6. ALL EXCAVATIONS SHALL MEET OSHA REQUIREMENTS.
7. TESTING: PROBATIONARY ACCEPTANCE OF STORM DRAINAGE IMPROVEMENTS WILL BE CONTINGENT UPON SATISFACTORY TESTING RESULTS. IN ALL CASES WHERE TESTS INDICATE COMPACTION LESS THAN THAT REQUIRED TO MEET TOWN SPECIFICATIONS, ADDITIONAL COMPACTION AND TESTS WILL BE REQUIRED UNTIL THE SPECIFICATIONS ARE MET. FREQUENCY OF TESTING WILL BE AS FOLLOWS:

A.) ONE TEST FOR SUBGRADE AND ONE TEST FOR BACKFILL AT EVERY ABOVE GROUND APPURTENANCE (MANHOLES, INLETS, ETC)

B.) ONE TEST EVERY 200 LF OF MAINLINE TRENCH EVERY ONE FOOT OF BACKFILL LIFT AND WITHIN ONE FOOT FROM ALL STRUCTURES.
8. ALLOWABLE STORM SEWER CONDUIT MATERIAL WITHIN THE TOWN OF PARKER SHALL BE LIMITED TO REINFORCED CONCRETE PIPE (RCP) CONFORMING TO CDOT STANDARD SPECIFICATION 706.02.
9. ALL RCP JOINTS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C443. RUBBER GASKETS SHALL BE USED ON ALL PIPE JOINTS CONFORMING TO ASTM C443. ALL RCP SECTIONS SHALL BE JOINED IN SUCH A MANNER THAT THE ENDS ARE FULLY ENTERED AND THE INNER SURFACES ARE REASONABLY FLUSH. AVERAGE JOINT GAP THAT EXCEEDS 1/2 INCH SHALL BE FILLED WITH AN APPROVED FLEXIBLE PLASTIC SEALANT.
10. JOINT RESTRAINTS AND TOE-WALLS, CONFORMING TO CDOT M&S STANDARD PLAN NO. M-601-11 SHALL BE USED ON ALL RCP FLARED END SECTION OUTFALLS.
11. EPOXY COATED REBAR SHALL BE USED AS REINFORCING STEEL ON ALL STORM INLETS. REFERENCE CDOT M&S STANDARD PLAN NO. M-604-1, 11, 12, AND 13.
12. CDOT CLASS D CONCRETE SHALL BE USED FOR ALL CONCRETE DRAINAGE STRUCTURES, EXCEPT WHERE NOTED OTHERWISE ON THE DRAWINGS.
13. PRE-CAST INLETS AND MANHOLE BASES SHALL NOT BE USED WITHIN THE TOWN OF PARKER RIGHT-OF-WAY, WITH THE EXCEPTION OF CDOT TYPE C AND D INLETS.
14. TWO (2) MANHOLE ACCESS POINTS ARE REQUIRED ON ALL TYPE "R" CURB INLETS GREATER THAN OR EQUAL TO TEN (10) FEET IN LENGTH AS PRESENTED IN CDOT M&S STANDARD PLAN NO. M-604-12.
15. PIPE BELLS SHALL NOT BE CAST INTO MANHOLE BASES OR INLETS.
16. ALL GROUTING (BOULDERS, RIPRAP) SHALL BE IN ACCORDANCE WITH MHFD STANDARD SPECIFICATION 31 37 19 - GROUTED BOULDER, STACKED GROUTED BOULDERS, AND GROUTED BOULDER RETAINING WALLS.
17. ALL BOULDERS AND RIPRAP SHALL BE SELECTED AND PLACED IN ACCORDANCE WITH MHFD STANDARD SPECIFICATION 31 37 00 - RIPRAP, BOULDERS, SOIL RIPRAP, AND BEDDING.
18. CONTRACTOR SHALL REFER TO THE TOWN OF PARKER'S CONSTRUCTION BEST MANAGEMENT PRACTICES DETAILS AND NOTES FOR ALL REQUIREMENTS RELATING TO RE-VEGETATION, SEDIMENT AND EROSION CONTROL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.

GENERAL NOTES:

1. THE WORK WILL TAKE PLACE IN AND AROUND A STREAM, SUBJECT TO PERIODIC FLOODING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SURFACE AND SUBSURFACE WATER DURING THE COURSE OF THE WORK. ANY DAMAGE TO THE WORK RESULTING FROM SURFACE FLOWS, SUBSURFACE FLOWS, BASE FLOWS OR FLOOD FLOWS INCLUDING BUOYANCY FORCES ON PIPELINES AND OTHER FACILITIES SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND SATISFYING THE REQUIREMENTS OF ANY APPLICABLE PERMITS PERTAINING TO WATER AND EROSION CONTROL.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) AT CONNECTIONS TO ALL EXISTING INFRASTRUCTURE. THIS INFORMATION SHALL BE COLLECTED AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO INSTALLATION OF ANY NEW FACILITIES SHOWN ON THESE CONTRACT DRAWINGS. THE ENGINEER WILL DETERMINE IF ANY MINOR MODIFICATIONS TO THE NEW FACILITIES SHOWN ON THE CONTRACT DRAWINGS ARE NECESSARY SUCH AS HORIZONTAL AND VERTICAL ADJUSTMENTS.
3. ALL ESTIMATES OR QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR, WHO SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES AND PROVIDING THE WORK AND MATERIALS AS SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM AN INDEPENDENT TAKE-OFF OF ALL QUANTITIES, TO NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES (INCLUDING UNLISTED ITEMS), AND TO SUBMIT AN ADD-ALTERNATE BID IDENTIFYING THE DISCREPANCIES PRIOR TO FINAL EXECUTION OF THE CONSTRUCTION CONTRACT.
4. TOPOGRAPHIC MAPPING INFORMATION WAS PROVIDED BY EMK CONSULTANTS, INC. ACTUAL FEATURES COULD VARY; THE CONTRACTOR SHALL VERIFY SITE CONDITIONS BEFORE THE START OF WORK. VERTICAL SURVEY CONTROL IS BASED ON THE NAVD 88 DATUM.

THE PROJECT COORDINATES ARE DERIVED FROM COLORADO STATE PLANE CAN BE TRANSFERRED TO THE COLORADO STATE PLANE CENTRAL COORDINATES USING THE FOLLOWING FORMULA:

PROJECT NORTHING: (STATE PLANE NORTHING x1.000333941) - 1,544,720.358

PROJECT EASTING: (STATE PLANE EASTING x1.000333941) - 3,259,984.871

ROTATION: 0°19'57" C.C.W.
5. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE.
6. EXISTING TREES, VEGETATION, AND FACILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED IN PLACE OR REMOVED AND REPLACED IN KIND, AS APPROVED BY ENGINEER.
7. CONTACT THE ENGINEER FOR CLARIFICATIONS OF ANY ABBREVIATIONS SHOWN ON THE DRAWINGS.
8. ALL VOID-FILLED RIPRAP SHALL INCLUDE RIVER COBBLE IN ACCORDANCE WITH TABLES 5 AND 6 IN THE MHFD STANDARD SPECIFICATION 31 37 00 RIPRAP, BOULDERS, SOIL RIPRAP, AND BEDDING.
9. IF ADDITIONAL TOPSOIL IS AVAILABLE, INCREASE TOPSOIL DEPTH UP TO FINISHED GRADE AS DIRECTED BY THE ENGINEER.
10. A SUBSURFACE UTILITY ENGINEERING (SUE) REPORT WAS COMPLETED FOR THE PROJECT IN OCTOBER 2019 BY CLARK LAND SURVEYING, INC. THE REPORT WAS PREPARED IN ACCORDANCE WITH COLORADO REVISED STATUTES 9-1.5-101 THROUGH 9-1.5-108 AND WITH AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA (ASCE 38-02). THE SURVEY INCLUDED DESIGNATING AS PRACTICAL IN AN ATTEMPT TO ACHIEVE QUALITY LEVEL B, OR QUALITY LEVEL A IF THE FACILITY WAS EXPOSED AND ACCESSIBLE, ALL IDENTIFIED UNDERGROUND UTILITIES. FACILITIES THAT COULD NOT BE DETECTED USING STANDARD ELECTROMAGNETIC INDUCTIVE TOOLS WERE MAPPED TO QUALITY LEVELS C AND D. THE SUE REPORT IS CONTAINED IN THE PROJECT DESIGN REPORT APPENDIX AND THE SUE PLAN SHEETS ARE ATTACHED TO THESE DRAWINGS.
11. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (811) AND OTHER AFFECTED UTILITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL POT HOLE AND SURVEY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION PRIOR TO START OF CONSTRUCTION. THE POT HOLING AND SURVEY WORK SHALL BE INCLUDED AND PAID FOR AS PART OF MOBILIZATION.

ABBREVIATIONS

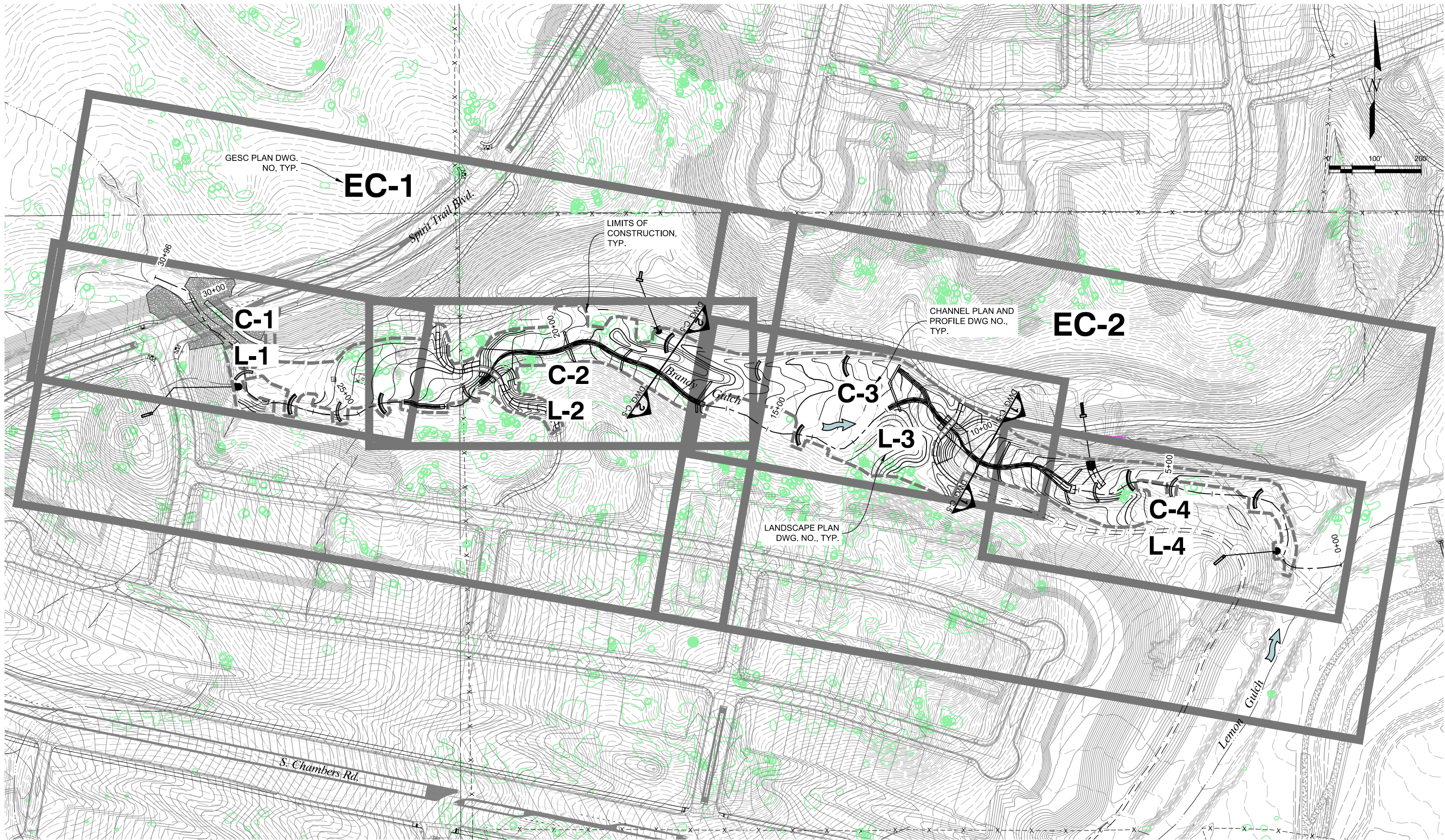
CLR	CLEAR	INV.	INVERT
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET
DIA	DIAMETER	MAX	MAXIMUM
DWG	DRAWING	MIN	MINIMUM
EL	ELEVATION	NO.	NUMBER
EX	EXISTING	O.C.	ON CENTER
EW	EACH WAY	RCP	REINFORCED CONCRETE PIPE
FES	FLARED END SECTION	TOW	TOP OF WALL
GESC	GRADING, EROSION, AND SEDIMENT CONTROL		

LEGEND

	EXISTING TREES
	REMOVE TREE
	EXISTING RIPRAP
	EXISTING CONCRETE
	EXISTING GRAVEL ROAD
	EXISTING WETLANDS
	EXISTING IRRIGATION CONTROL BOX
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER
	EXISTING WATER LINE
	EXISTING SANITARY SEWER
	EXISTING UNDERGROUND ELECTRIC
	EXISTING DITCH
	EXISTING GRAVEL ROAD
	EXISTING SHRUB BOUNDARY LINE
	NEW EMBANKMENT SLOPE AS INDICATED (HORIZ:VERT)
	SPOT ELEVATION
	BANK PROTECTION
	PROPOSED VOID-FILLED RIPRAP OR SOIL RIPRAP
	PROPOSED BURIED VOID-FILLED RIPRAP
	BOULDERS
	ROCK RIBBON
	WILLOW TRENCH
	STAMPED CONCRETE
	LIMITS OF CONSTRUCTION
	EXISTING FENCE
	EXISTING WALL
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED CHANNEL TOE
	PROPOSED CHANNEL CENTERLINE
	SECTION OR DETAIL DESIGNATION
	DRAWING NUMBER WHERE DETAIL IS SHOWN

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS							BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				GENERAL		DRAWING NO. G-2
	CHECKED: SAR									GENERAL NOTES AND LEGEND		SHEET NO.
												2 OF 33

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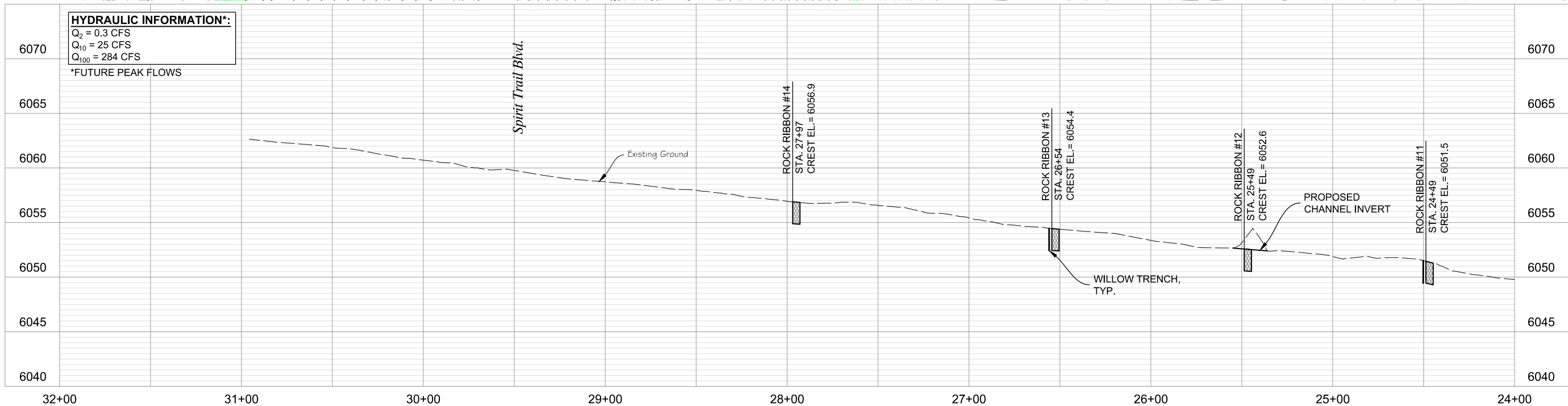
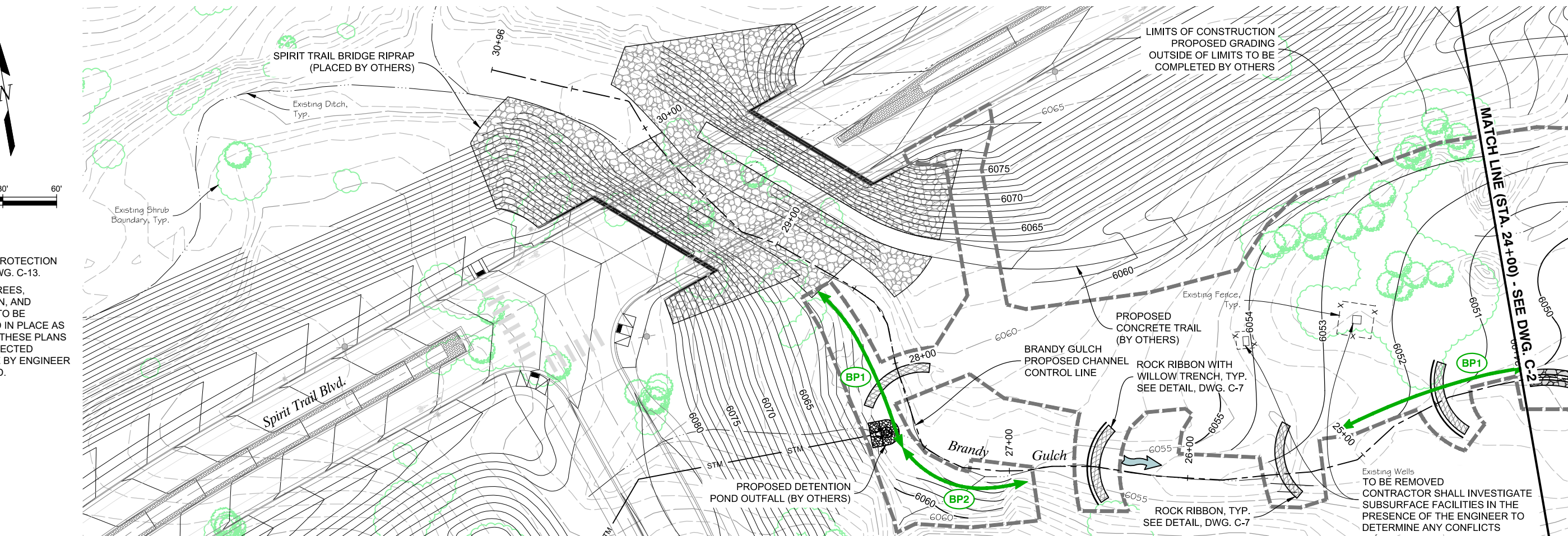


PREPARED UNDER THE SUPERVISION OF	DESIGNED:	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE
	DRAWN:		NO.	DATE	DESCRIPTION				GENERAL		DRAWING NO.
	CHECKED:								SITE PLAN		SHEET NO.
											3 OF 33

PLOTTED: 2/6/2020 2:43:49 PM
 NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFD\CAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-GRADING PLAN.DWG

NOTES:

- SEE BANK PROTECTION DETAILS, DWG. C-13.
- EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.



BRANDY GULCH CHANNEL PROFILE
 (STA. 24+00 TO STA. 32+00)
 SCALE: 1" = 60' (HORIZ.)
 1" = 10' (VERT.)

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

CIVIL

CHANNEL PLAN AND PROFILE
(SHEET 1 OF 4)

DATE
2/6/2020

DRAWING NO.
C-1

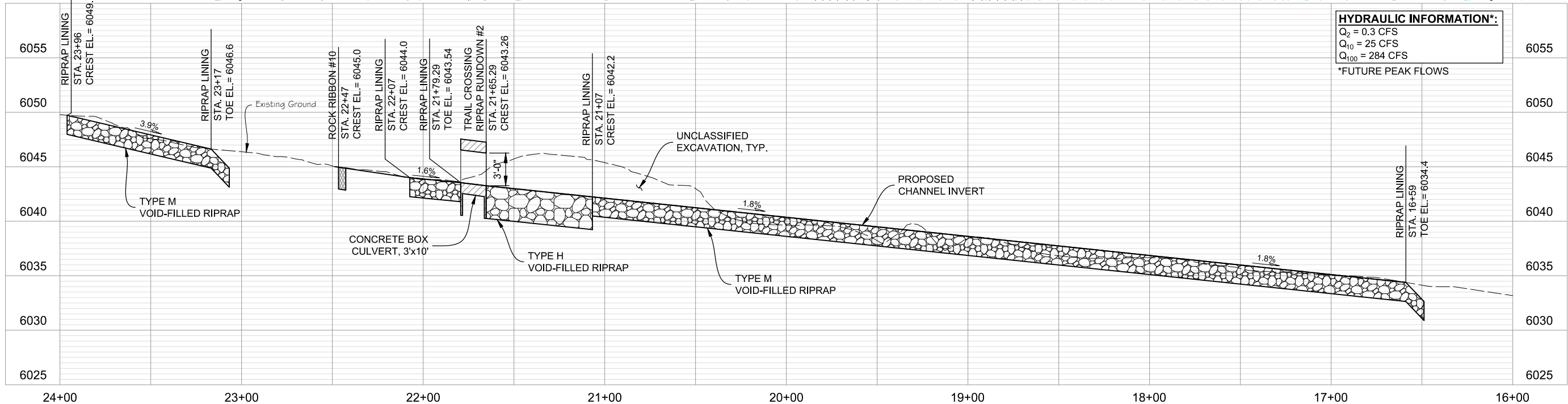
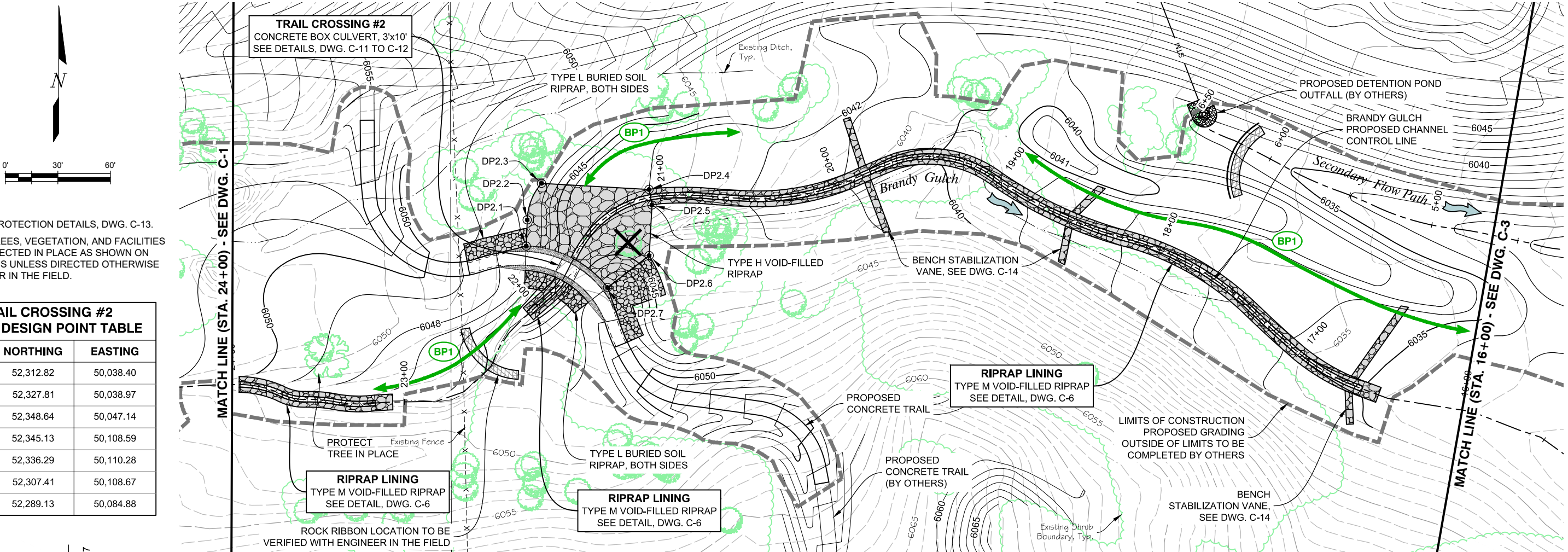
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4 OF 33

PLOTTED: 2/6/2020 2:44:36 PM
 NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-GRADING PLAN.DWG

NOTES:

- SEE BANK PROTECTION DETAILS, DWG. C-13.
- EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.

TRAIL CROSSING #2 RIPRAP DESIGN POINT TABLE		
POINT	NORTHING	EASTING
DP2.1	52,312.82	50,038.40
DP2.2	52,327.81	50,038.97
DP2.3	52,348.64	50,047.14
DP2.4	52,345.13	50,108.59
DP2.5	52,336.29	50,110.28
DP2.6	52,307.41	50,108.67
DP2.7	52,289.13	50,084.88



HYDRAULIC INFORMATION*:
 $Q_2 = 0.3$ CFS
 $Q_{10} = 25$ CFS
 $Q_{100} = 284$ CFS
 *FUTURE PEAK FLOWS

BRANDY GULCH CHANNEL PROFILE
 (STA. 16+00 TO STA. 24+00)
 SCALE: 1" = 60' (HORIZ.)
 1" = 10' (VERT.)

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

CIVIL

CHANNEL PLAN AND PROFILE
(SHEET 2 OF 4)

DATE

2/6/2020

DRAWING NO.

C-2

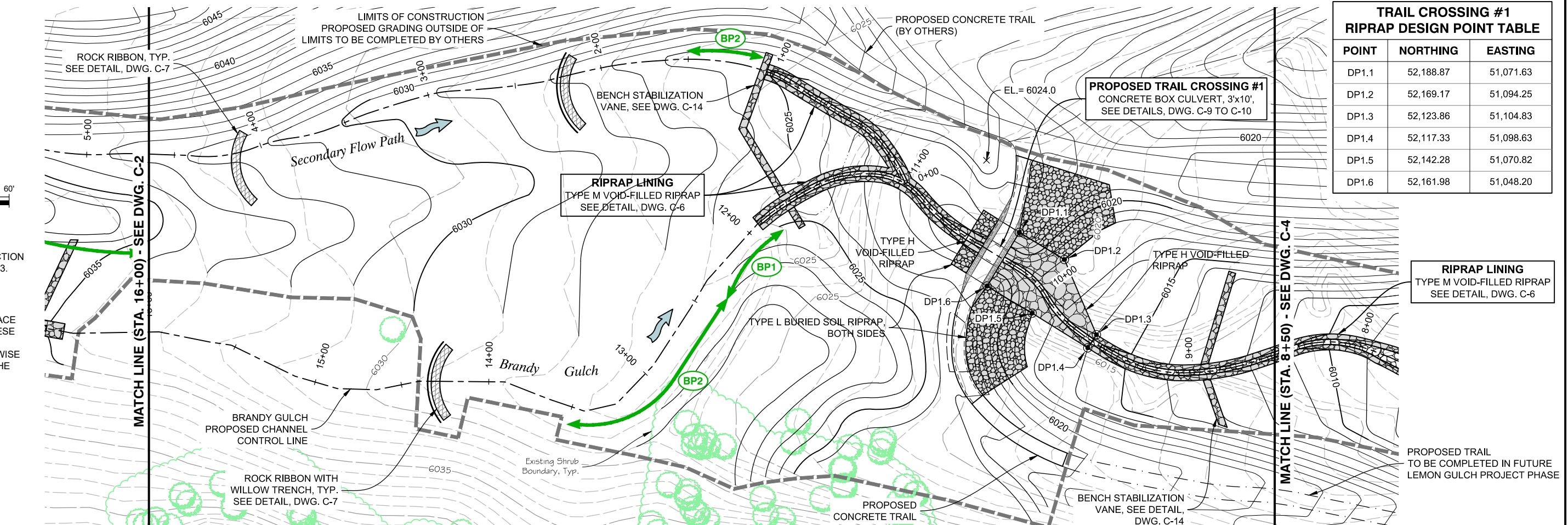
SHEET NO.

5 OF 33

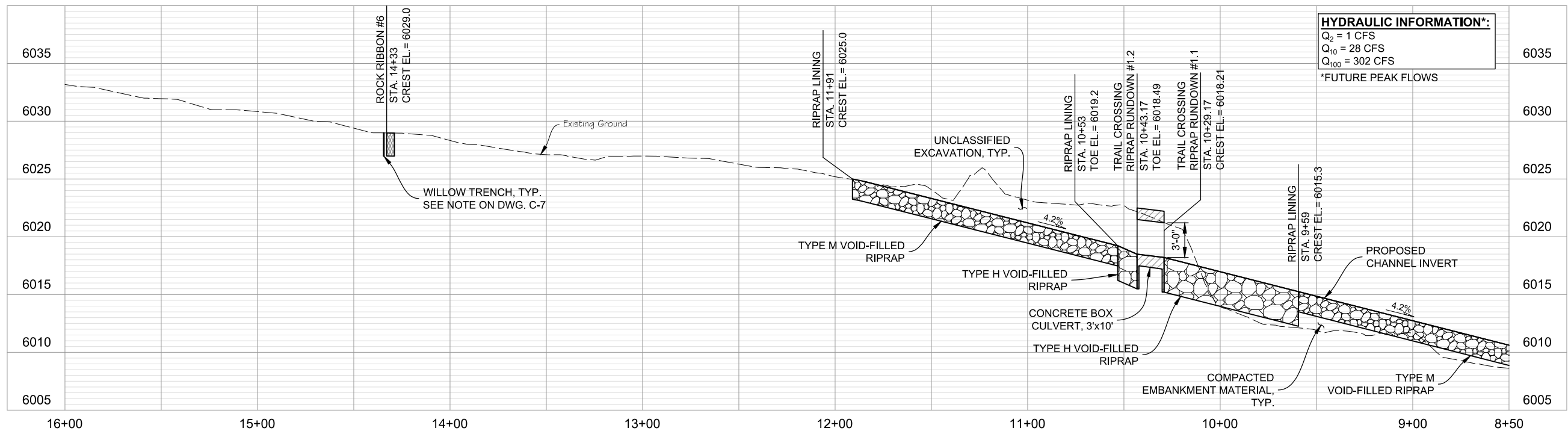
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NOTES:

1. SEE BANK PROTECTION DETAILS, DWG. C-13.
2. EXISTING TREES, VEGETATION, AND FACILITIES TO BE PROTECTED IN PLACE AS SHOWN ON THESE PLANS UNLESS DIRECTED OTHERWISE BY ENGINEER IN THE FIELD.



TRAIL CROSSING #1 RIPRAP DESIGN POINT TABLE		
POINT	NORTHING	EASTING
DP1.1	52,188.87	51,071.63
DP1.2	52,169.17	51,094.25
DP1.3	52,123.86	51,104.83
DP1.4	52,117.33	51,098.63
DP1.5	52,142.28	51,070.82
DP1.6	52,161.98	51,048.20



HYDRAULIC INFORMATION*:	
$Q_2 = 1$ CFS	
$Q_{10} = 28$ CFS	
$Q_{100} = 302$ CFS	
*FUTURE PEAK FLOWS	

BRANDY GULCH CHANNEL PROFILE
(STA. 8+50 TO STA. 16+00)
SCALE: 1" = 60' (HORIZ.)
1" = 10' (VERT.)

PREPARED UNDER
THE SUPERVISION OF

DESIGNED:
KMS

DRAWN:
MAB

CHECKED:
SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

CIVIL

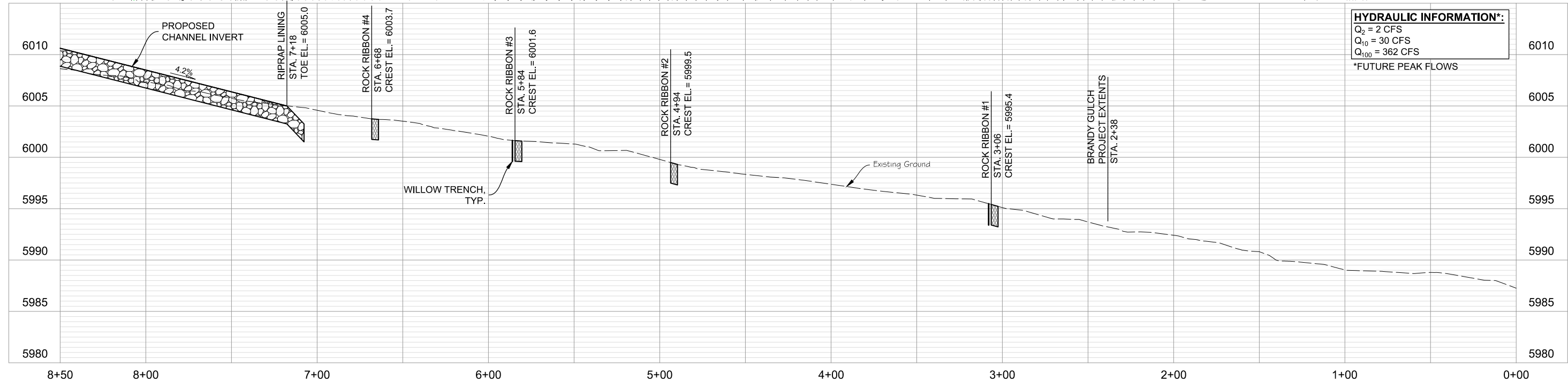
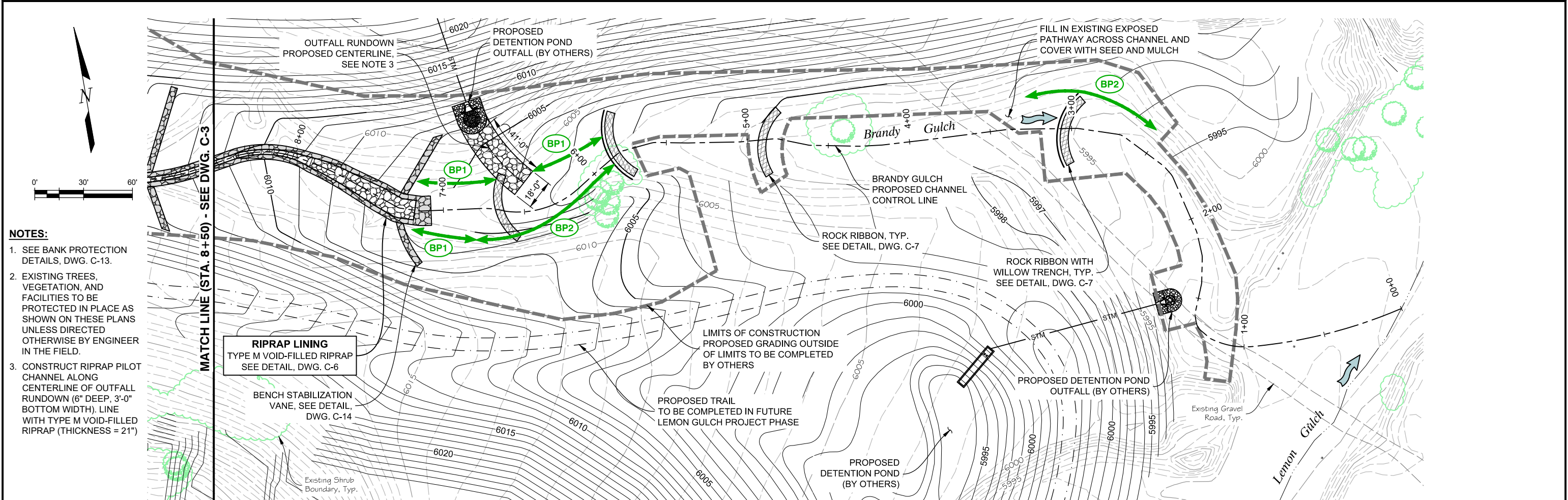
CHANNEL PLAN AND PROFILE
(SHEET 3 OF 4)

DATE
2/6/2020

DRAWING NO.
C-3

SHEET NO.
6 OF 33

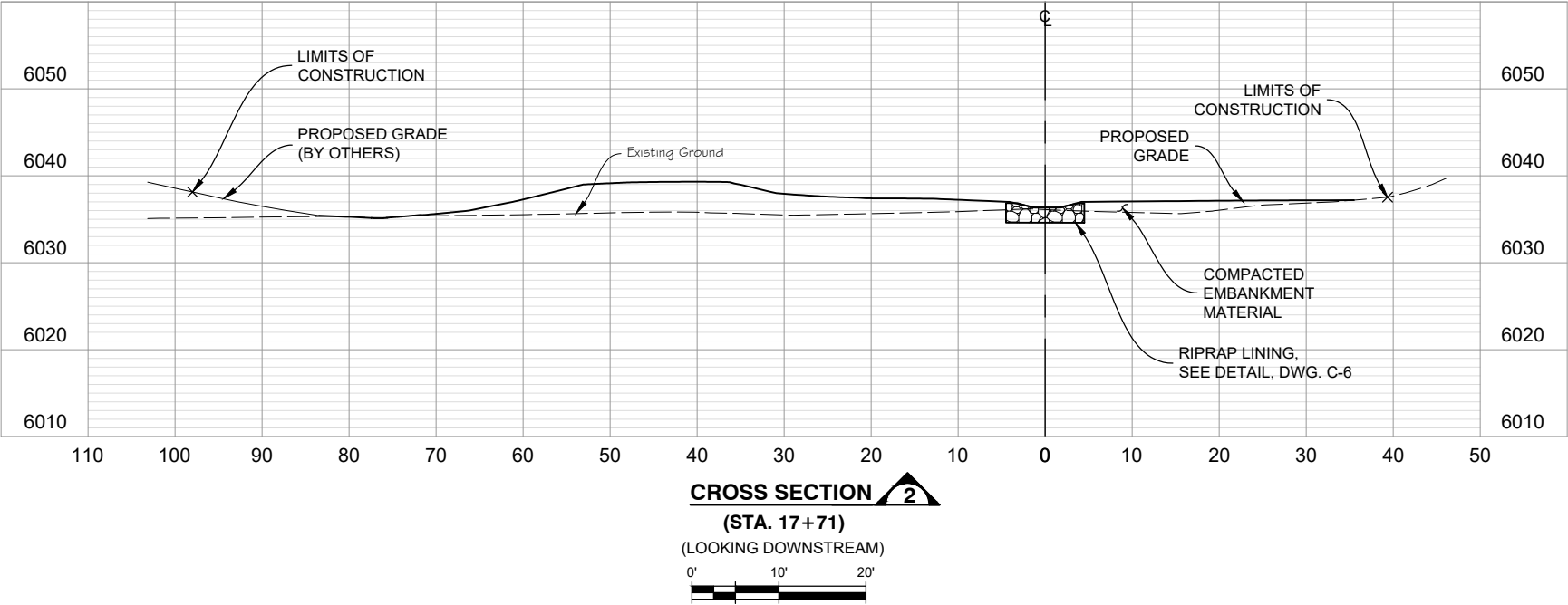
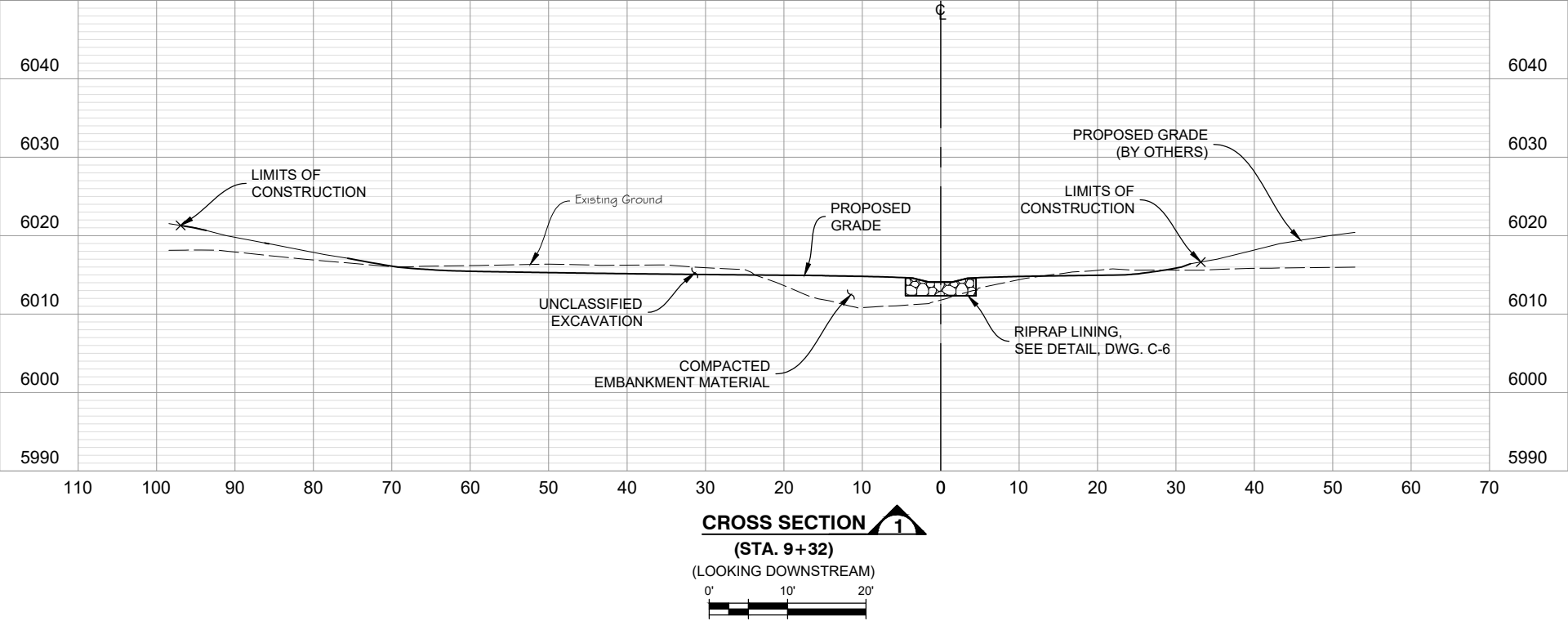
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BRANDY GULCH CHANNEL PROFILE
 (STA. 0+00 TO STA. 8+50)
 SCALE: 1" = 60' (HORIZ.)
 1" = 10' (VERT.)

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER C O L O R A D O	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				CIVIL		DRAWING NO. C-4
	CHECKED: SAR									CHANNEL PLAN AND PROFILE (SHEET 4 OF 4)		SHEET NO. 7 OF 33

PLOTTED: 2/6/2020 2:47:15 PM
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PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS
	DRAWN: MAB
	CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



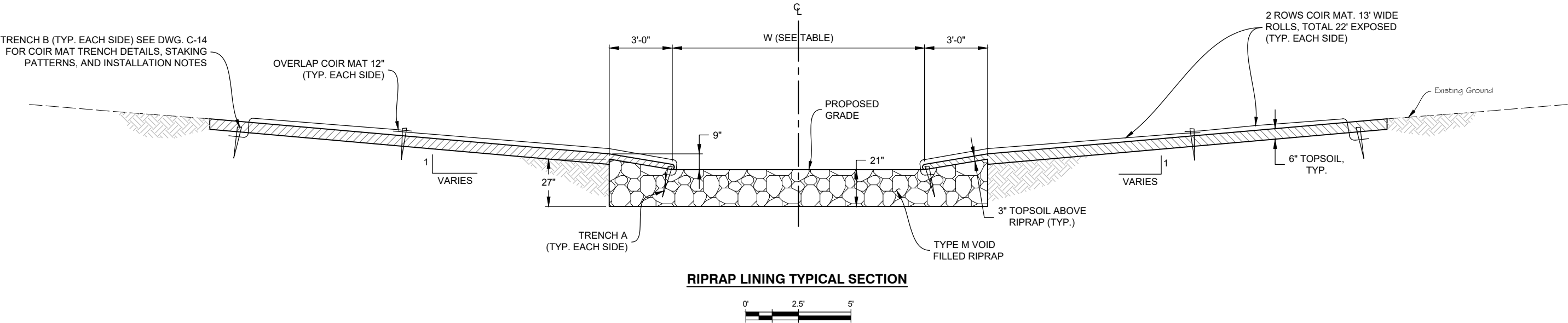
BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

CIVIL

CHANNEL SECTIONS

DATE	2/6/2020
DRAWING NO.	C-5
SHEET NO.	8 OF 33

PLOTTED: 2/6/2020 2:47:32 PM
 NAME: P:\2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-ROCK LINING.DWG



BRANDY GULCH

RIPRAP LINING EXTENTS			
BEGINNING STATION	W	END STATION	W
07+07 ¹	12'-0"	07+44	12'-0"
07+44	12'-0"	07+65	9'-0"
07+65	9'-0"	07+88	6'-0"
07+88	6'-0"	08+12	3'-0"
08+12	3'-0"	09+59	3'-0"
10+53	3'-0"	11+91	3'-0"
16+49 ¹	3'-0"	21+07	3'-0"
21+79	3'-0"	22+07	3'-0"
23+07 ^{1,2}	3'-0"	23+96	3'-0"

NOTES:

- BEGINNING STATION IS AT DOWNSTREAM END OF BURIED VOID-FILLED RIPRAP LINING TOE.
- USE ONLY 1 ROW COIR MAT, 13' WIDE ROLL, TOTAL 11' EXPOSED, BOTH SIDES.
- FOR TYPE H RIPRAP LINING EXTENTS AT TRAIL CROSSINGS, SEE DWG. C-9 AND C-11.

SECONDARY FLOW PATH

RIPRAP LINING EXTENTS			
BEGINNING STATION	W	END STATION	W
0+00	3'-0"	0+80	3'-0"

PREPARED UNDER THE SUPERVISION OF
 DESIGNED: KMS
 DRAWN: MAB
 CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

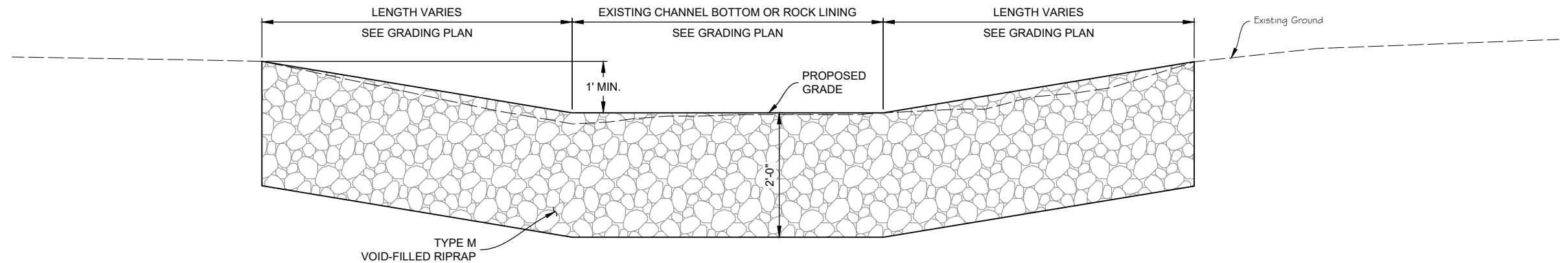


BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

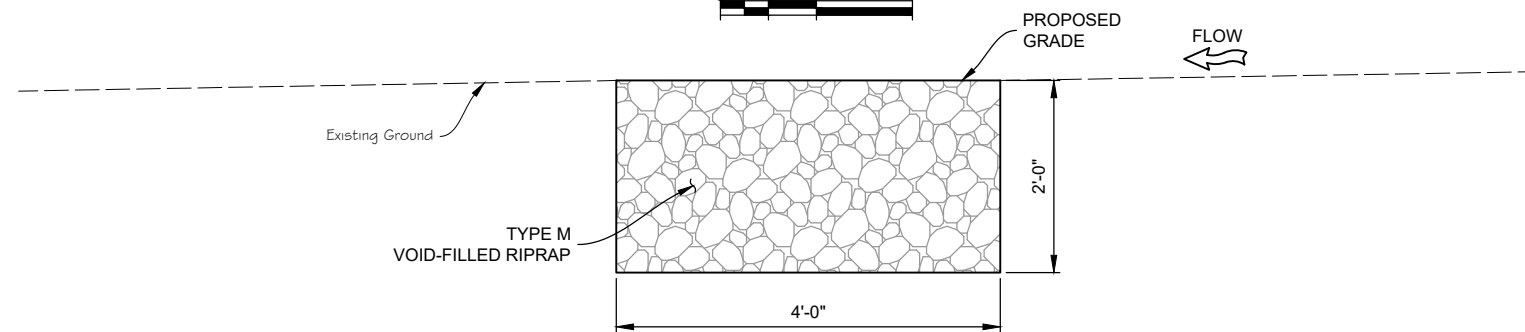
CIVIL

RIPRAP LINING DETAILS

DATE: 2/6/2020
 DRAWING NO.: C-6
 SHEET NO.: 9 OF 33



ROCK RIBBON TYPICAL SECTION

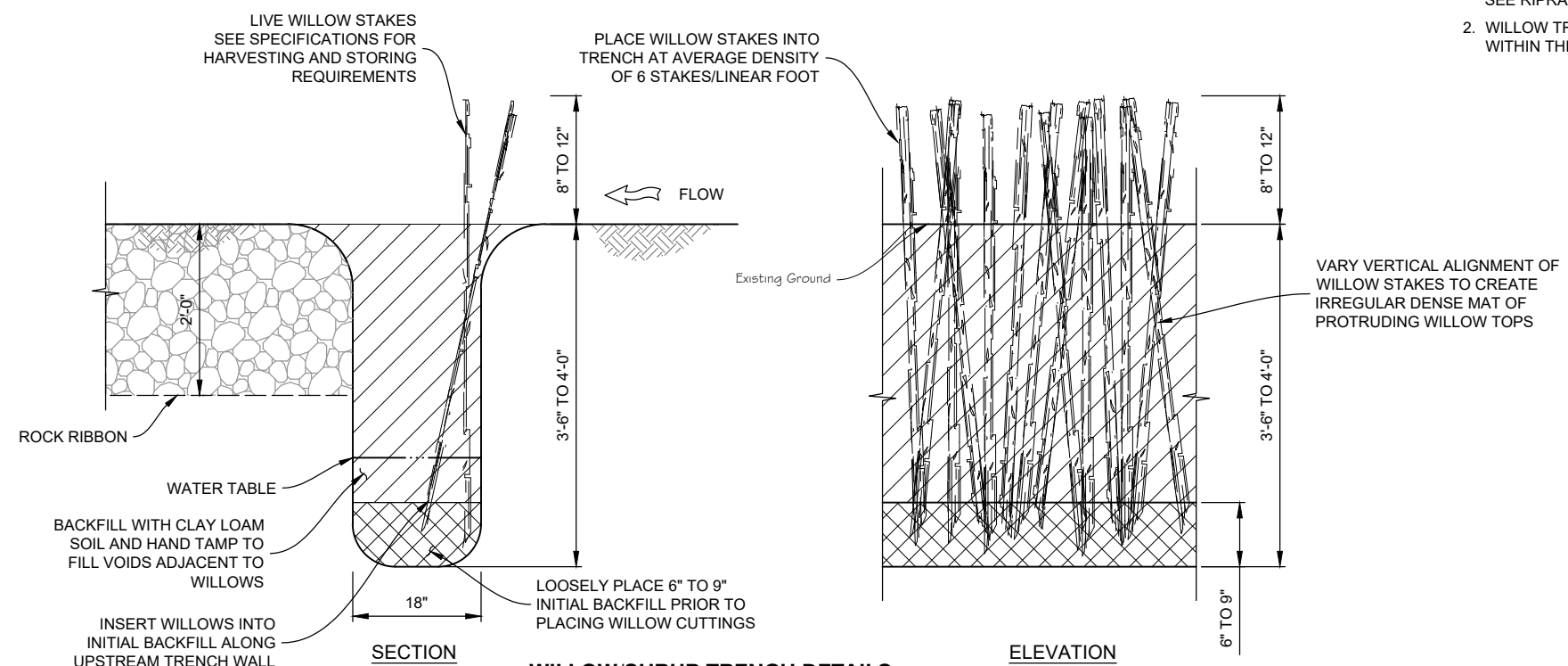


ROCK RIBBON PROFILE

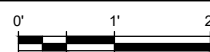


NOTES:

1. WHERE ROCK RIBBONS INTERSECT RIPRAP CHANNEL LINING, CHANNEL GEOMETRY OF RIPRAP LINING SHALL BE CARRIED THROUGH ROCK RIBBON. SEE RIPRAP LINING DETAIL, DWG. C-6.
2. WILLOW TRENCHES SHALL NOT BE CONSTRUCTED WITHIN THE EXTENTS OF RIPRAP CHANNEL LINING.



WILLOW/SHRUB TRENCH DETAILS



PREPARED UNDER THE SUPERVISION OF DESIGNED: KMS DRAWN: MAB CHECKED: SAR	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
		NO.	DATE	DESCRIPTION				CIVIL		DRAWING NO. C-7
								BIOENGINEERED-ROCK GRADE CONTROL DETAILS		SHEET NO.
										10 OF 33

PLOTTED: 2/6/2020 2:47:41 PM
NAME: P:\2019 PROJECTS\19-037.01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037.01_BG-DET-MISC.DWG

GENERAL STRUCTURAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION, AS APPLICABLE TO THE PROJECT.
- STRUCTURE EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH CDOT SECTION 206.03., EXCEPT AS NOTED. STRUCTURE EXCAVATION AND BACKFILL SHALL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK.
- BACKFILL FOR BOX CULVERTS AND WINGWALLS SHALL BE CDOT STRUCTURE BACKFILL (CLASS 1), OR OTHER GRANULAR MATERIAL MEETING THE APPROVAL OF THE GEOTECHNICAL ENGINEER.
- EXPANSION JOINT MATERIAL SHALL MEET AASHTO SPECIFICATION M-213.
- THE COST FOR EXPANSION JOINT MATERIAL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
- ALL CONCRETE SHALL BE CDOT CLASS D, DESIGN STRENGTH $f'_c = 4,500$ PSI.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.THE BACKFILL SHALL BE PLACED EQUALLY ON EACH SIDE OF THE RETAINING WALL UNTIL THE FRONT FACE FINISHED GRADE HAS BEEN REACHED.
- THE CONTRACTOR SHALL NOT BACKFILL THE BOX CULVERT UNTIL THE TOP SLAB CONCRETE HAS REACHED 80% OF DESIGN STRENGTH.
- CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH SECTION 601.
- GRADE 60 REINFORCING STEEL IS REQUIRED. REINFORCING STEEL SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST FOR CONCRETE CLASS D.
- ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
- REINFORCING BARS SHALL BE EPOXY COATED GREEN BARS AS DENOTED ON CDOT STANDARD M-601-1.
- LAP SPLICES SHALL BE MADE IN ACCORDANCE WITH CDOT STANDARD M-601-1.
- ALL REINFORCEMENT SHALL HAVE A CLEAR COVERAGE OF 2", EXCEPT AS SHOWN ON THE PLANS OR ON CDOT STANDARD M-601-1. CLEAR COVERAGE SHALL BE MEASURED FROM THE SURFACE OF THE CONCRETE TO THE OUTSIDE OF THE REINFORCEMENT.
- STRUCTURAL CONCRETE SHALL CONFORM TO CEMENTITIOUS MATERIALS REQUIREMENT CLASS 2, CORRESPONDING TO SULFATE RESISTANCE CLASS 2.
- THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN INTERPRETATION AS TO THE TYPE AND LOCATION OF ALL UTILITIES AND AVOIDING ALL DAMAGE THERETO.
- THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 AT LEAST TWO DAYS (NOT INCLUDING THE DAY CONTACTED) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

STRUCTURE DESCRIPTIONS:

TRAIL CROSSING #1: SINGLE CELL (10'-0" x 3'-0") CBC TRAIL CROSSING WITH CBC APPROACH SEGMENTS.
TRAIL CROSSING #2: SINGLE CELL (10'-0" x 3'-0") CBC TRAIL CROSSING WITH CBC APPROACH SEGMENTS.

DESIGN DATA:

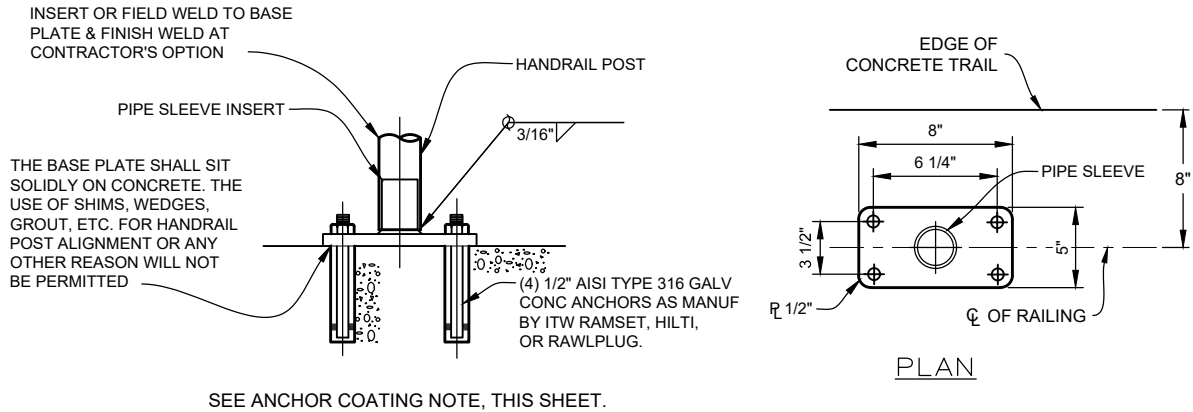
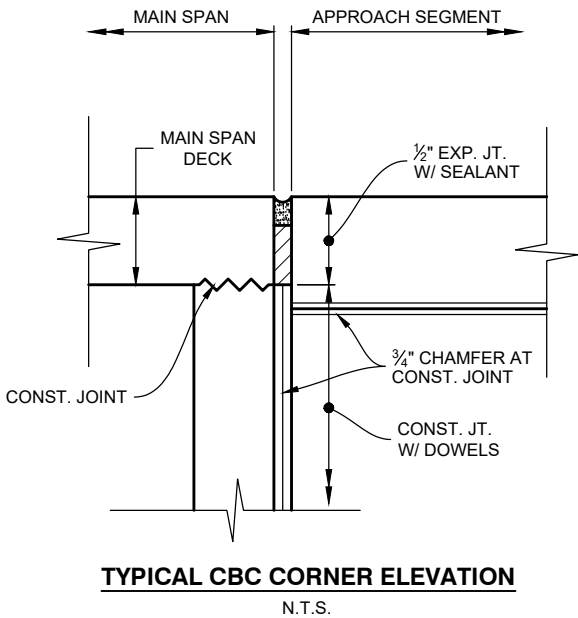
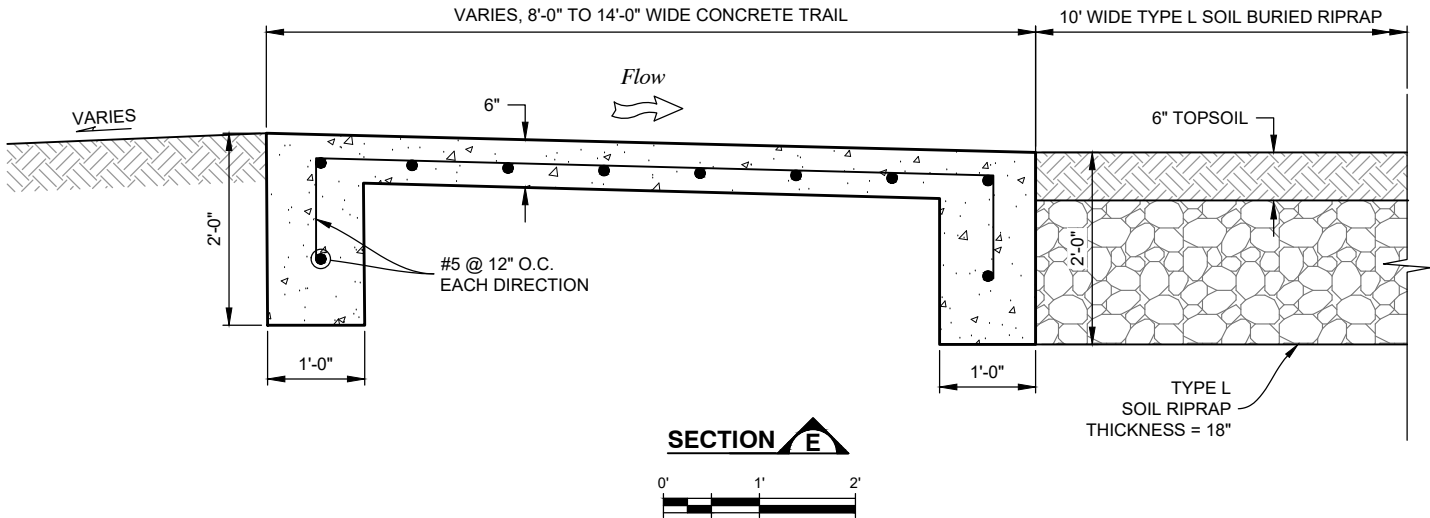
EXCEPT AS NOTED, WALL THICKNESSES AND REINFORCEMENT SHALL BE IN ACCORDANCE WITH CDOT STANDARD M-601-1 DATED 04/05/19 FOR:

MAIN SPAN: 10'(S) x 6'(R) WITH < 2' OF COVER
APPROACH SEGMENTS: 14'(S) x 6'(R) WITH < 2' OF COVER

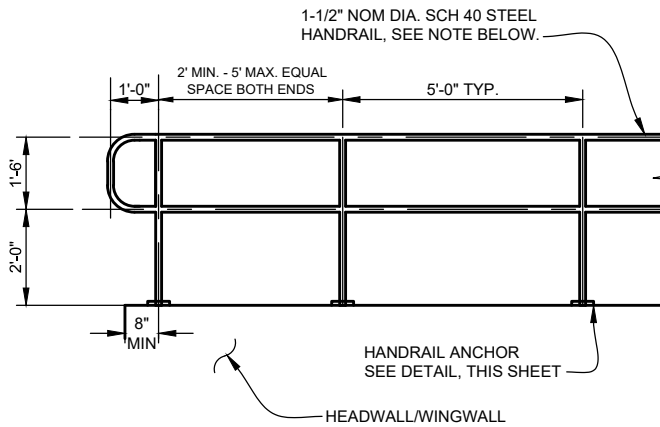
PRIMARY REINFORCEMENT (t_1 , t_2 , b_1 , b_2) SHALL BE ORIENTED IN ACCORDANCE WITH THE SPAN DIRECTION INDICATED ON THE TRAIL CROSSING PLAN. THE CONTRACTOR SHALL PROVIDE PLACEMENT DRAWINGS TO THE ENGINEER FOR REVIEW, PRIOR TO ORDERING OR FABRICATING ANY MATERIAL.

ARCHITECTURAL/FINISH TREATMENTS:

- SEE TRAIL CROSSING PLAN FOR INFORMATION ON STAMPED AND STAINED CONCRETE BUFFER.
- EXPOSED WALLS SHALL BE CONSTRUCTED WITH A CLASS 2 RUBBED FINISHED (CDOT SPECIFICATION 601.14(b)2) TO A DEPTH OF 12" BELOW FINISHED GRADE. ALL OTHER WALLS SHALL RECEIVE A CLASS 1 ORDINARY SURFACE FINISH.
- TOP SLAB SHALL BE FINISHED IN ACCORDANCE WITH CDOT SPECIFICATION 601.12(k). TEXTURING SHALL BE A LIGHT TRANSVERSE BROOM UNLESS NOTED OTHERWISE.
- CONCRETE SEALER SHALL BE APPLIED IN ACCORDANCE WITH CDOT SPECIFICATION 515.



HANDRAIL ANCHOR DETAIL
NTS



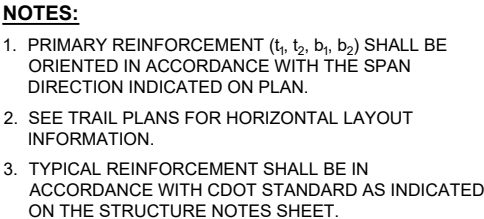
HANDRAIL DETAIL
1/2"=1'-0"

HANDRAIL AND ANCHOR COATING:

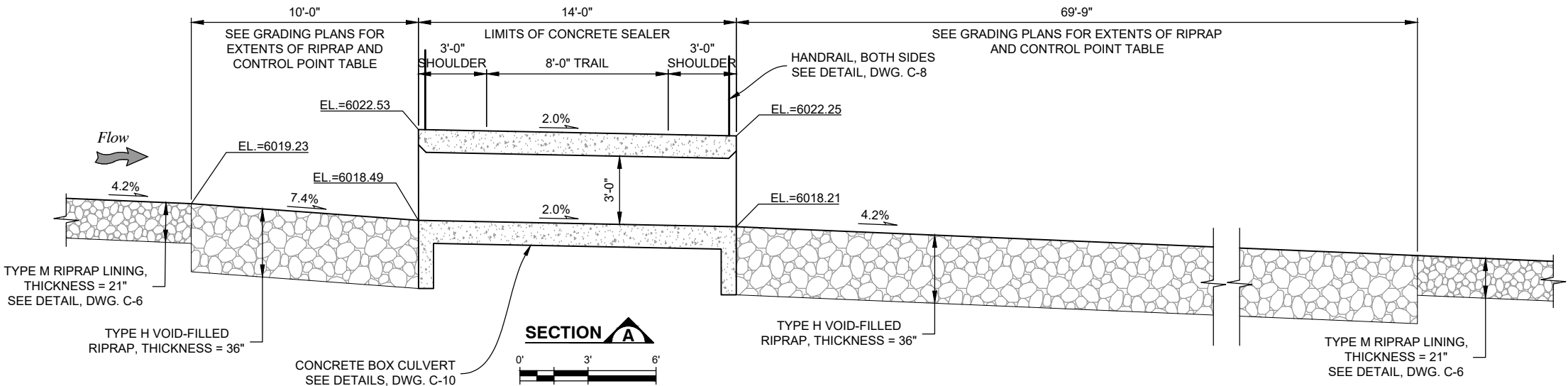
HANDRAIL AND ANCHOR SHALL BE STEEL AND SAND BLASTED TO A NEAR WHITE FINISH PER STEEL STRUCTURES PAINTING COUNCIL (SSPC) SP10. FIELD WELDS SHALL BE GROUND SMOOTH PRIOR TO BLASTING. COAT HANDRAIL AND ANCHOR WITH TNEC (OR EQUIVALENT) POLYAMIDE EPOXY: 66 HI-BUILD EXPOXOLINE, GRAY - ANSI No. 61 (INO5), 4.0 TO 6.0 MILLS DRY FILM THICKNESS. THE FINAL COAT OF PAINT SHALL BE TNEC (OR EQUIVALENT) ALIPHATIC POLYESTER POLYURETHANE: ENDURE SHIELD, PARKER BROWN (F073D3884A), 1.5 TO 2.5 MILLS DRY FILM THICKNESS. PRIMER AND PAINT SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

3/19/2019 10:03:07 AM
NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-TRAIL CROSSING.DWG
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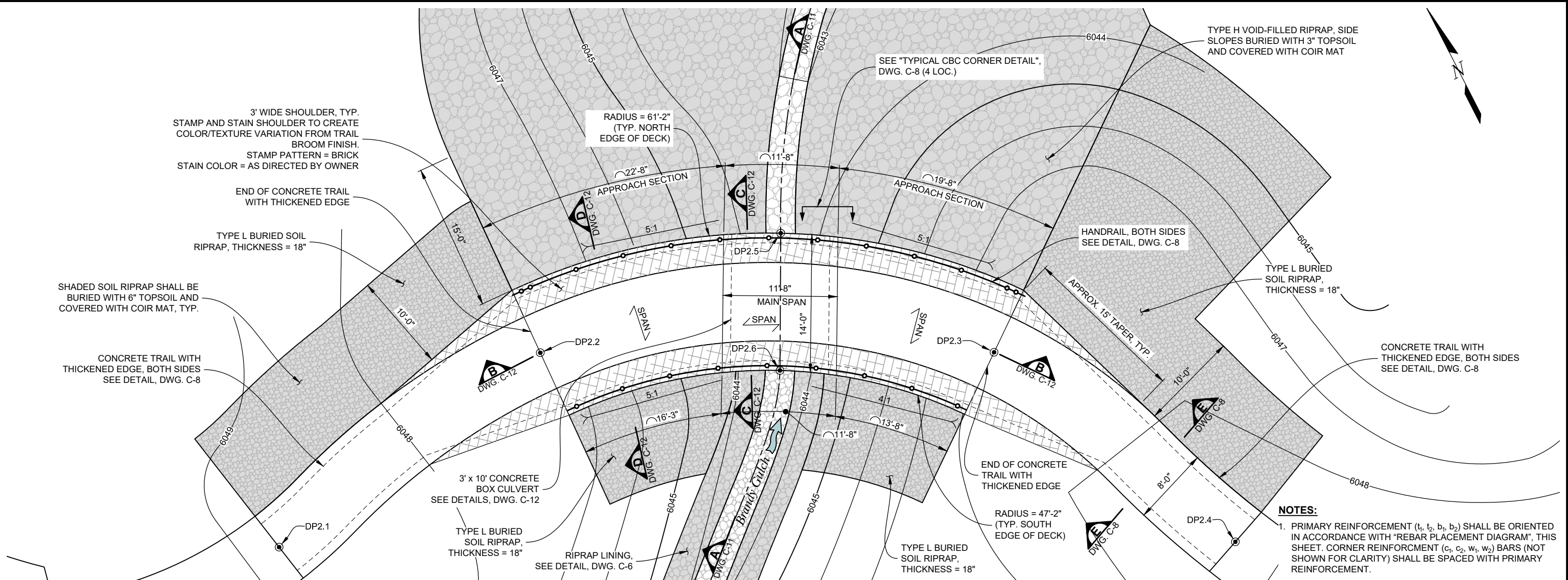
PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN	SHEET REVISIONS				MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				CIVIL		DRAWING NO. C-8
	CHECKED: ASP									STRUCTURE GENERAL NOTES		SHEET NO. 11 OF 33

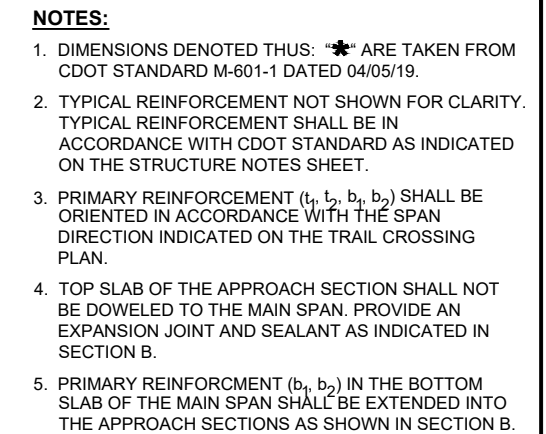


DESIGN POINT ELEVATIONS ARE TOP OF
CONCRETE TRAIL.

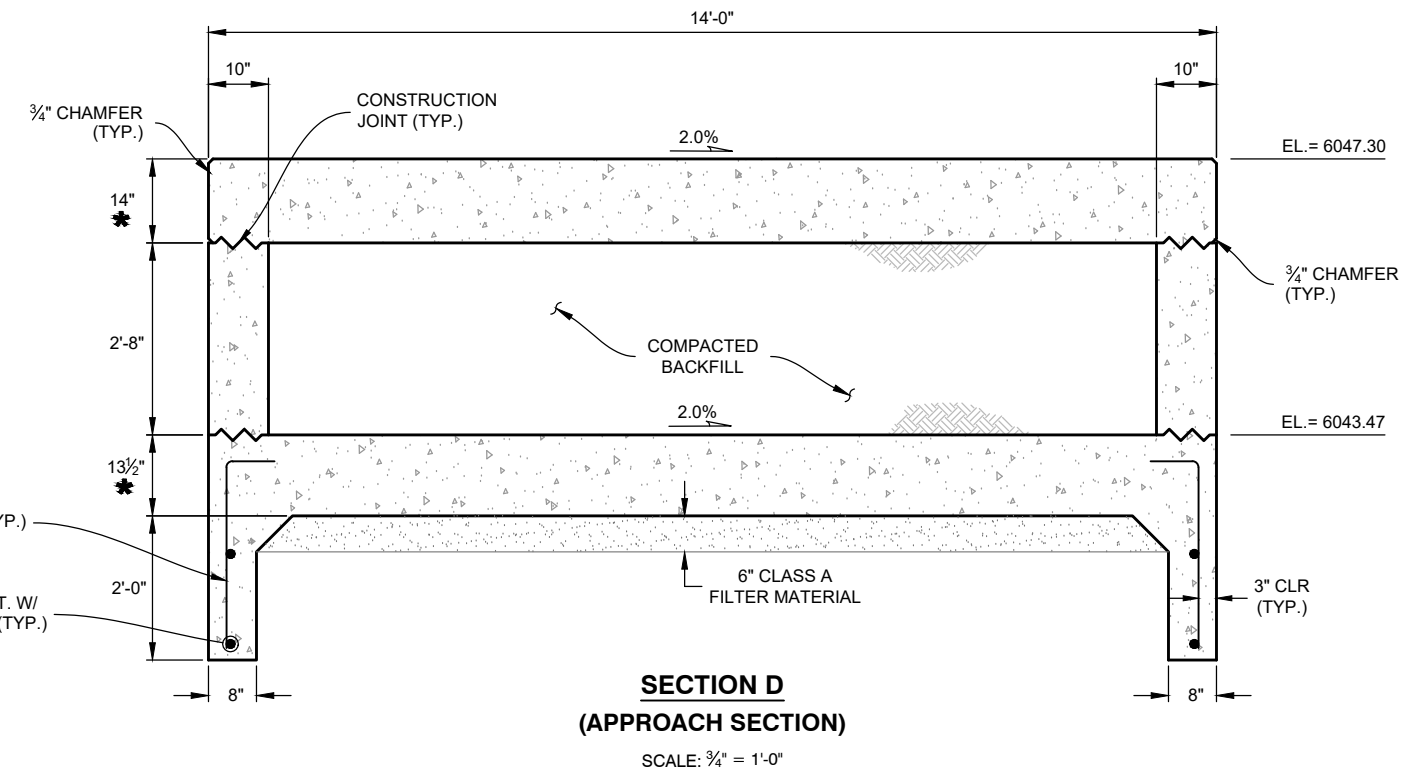
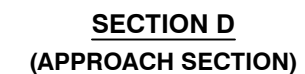


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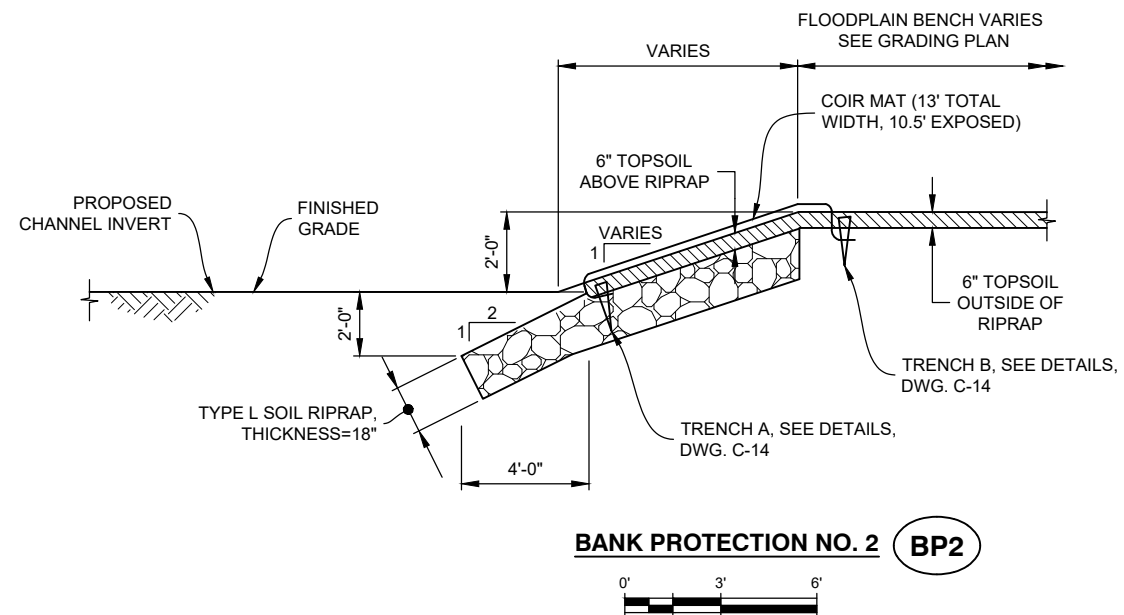
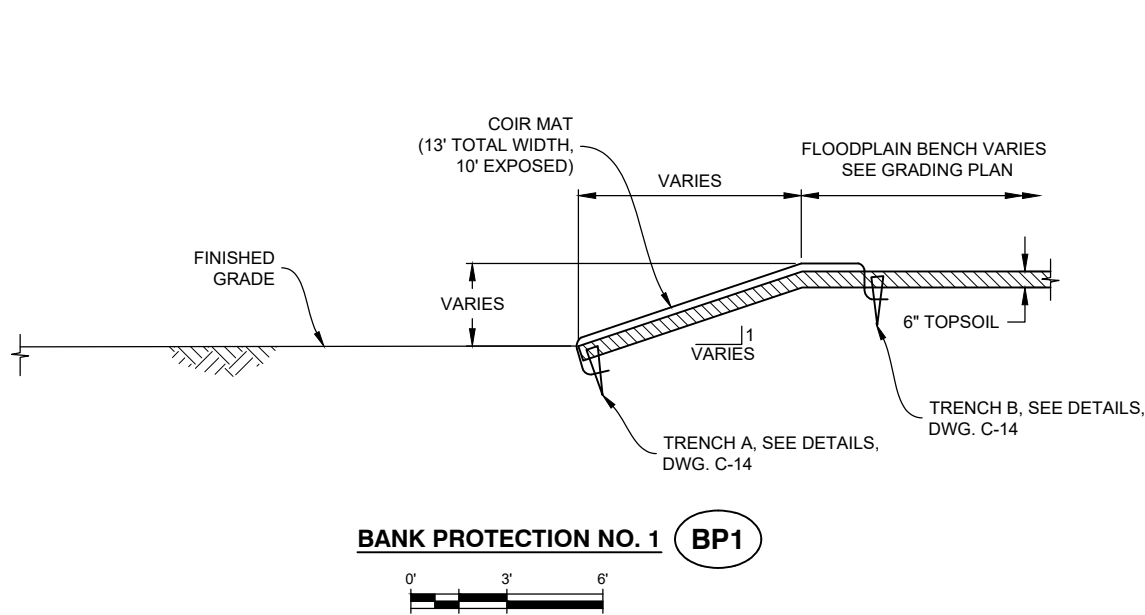




SCALE: $\frac{3}{4}" = 1'-0"$



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PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS
	DRAWN: MAB
	CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

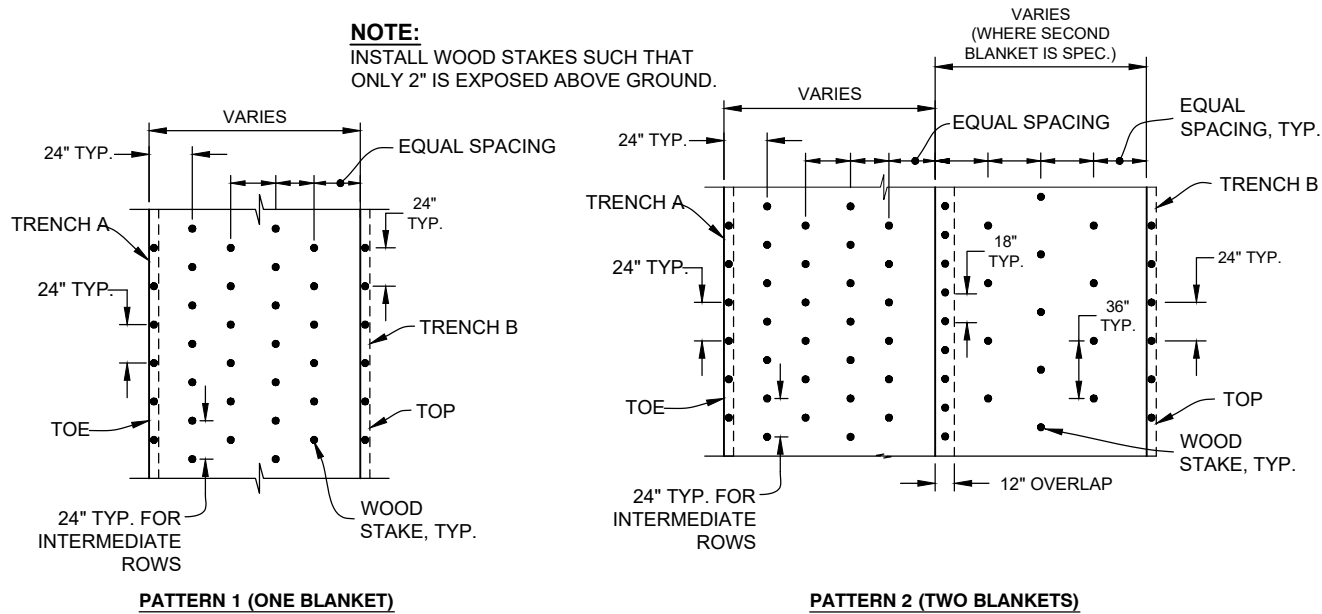


BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS	DATE 2/6/2020
	DRAWING NO. C-13
	SHEET NO. 16 OF 33

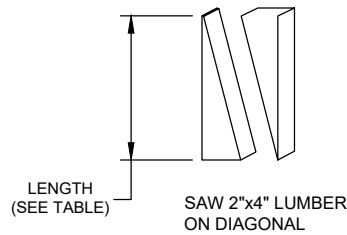
CIVIL

BANK PROTECTION DETAILS

PLOTTED: 2/6/2020 2:48:32 PM
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**STAKING PATTERN FOR EROSION CONTROL BLANKET
(COIR MAT)**



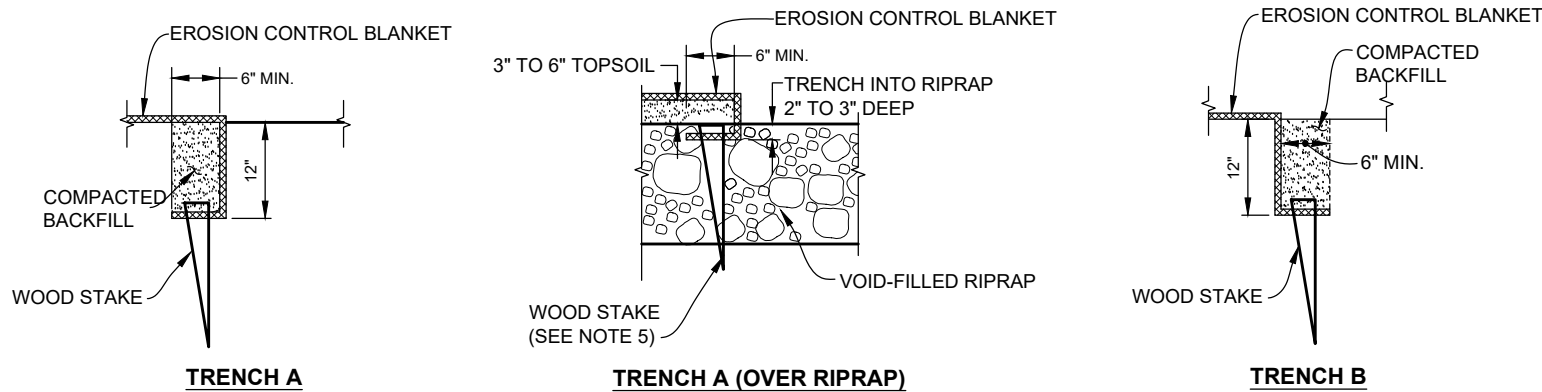
WOOD STAKE DETAIL (COIR MAT)

N.T.S.

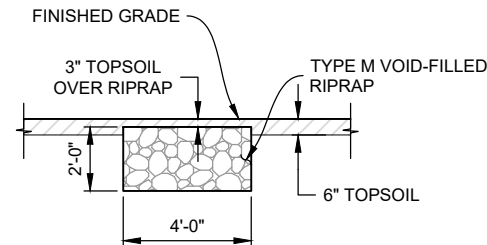
LOCATION	WOOD STAKE LENGTH
BLANKET OVERLAP	18"
TRENCHES A AND B	24"

COIR MAT NOTES:

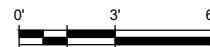
1. SEED AND SPREAD STRAW MULCH PRIOR TO INSTALLING COIR MAT.
2. WOOD STAKES SHALL BE USED TO SECURE AND ANCHOR BLANKETS ACCORDING TO THE STAKING PATTERNS SHOWN IN THE DETAILS. INTERMEDIATE STAKING USING 18-INCHES TRANSVERSE SPACING SHALL BE COMPLETED AT 50-FOOT INTERVALS (LONGITUDINALLY).
3. POSITION ROW STAKES IN AN ALTERNATING STAGGER PATTERN SO THAT STAKES FOR THE ROW ARE POSITIONED IN BETWEEN STAKES FOR ADJACENT ROWS.
4. CONTRACTOR SHALL USE STEEL PENETRATION RODS OR OTHER MEANS AS NECESSARY TO PENETRATE RIPRAP LAYER WITH WOOD STAKES.
5. WHEN STAKING INTO VOID-FILLED RIPRAP (TRENCH A), MECHANICAL MEANS MAY BE REQUIRED TO DRIVE A STARTER HOLE FOR STAKES AND/OR TO DRIVE STAKES.
6. HORIZONTAL SPACING OF STAKES SHALL BE ADJUSTED IF NECESSARY TO STAKE CRITICAL POINTS ALONG THE SURFACE SUCH AS BREAK POINTS IN SLOPES AND IN BOTTOM.
7. ANY AREAS DISTURBED DURING INSTALLATION OF THE BLANKETS SHALL BE RESEEDED AND MULCHED.



TRENCH DETAILS FOR EROSION CONTROL BLANKET (COIR MAT)



BENCH STABILIZATION VANE



PREPARED UNDER
THE SUPERVISION OF

DESIGNED:
KMS

DRAWN:
MAB

CHECKED:
SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY



BRANDY GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

CIVIL

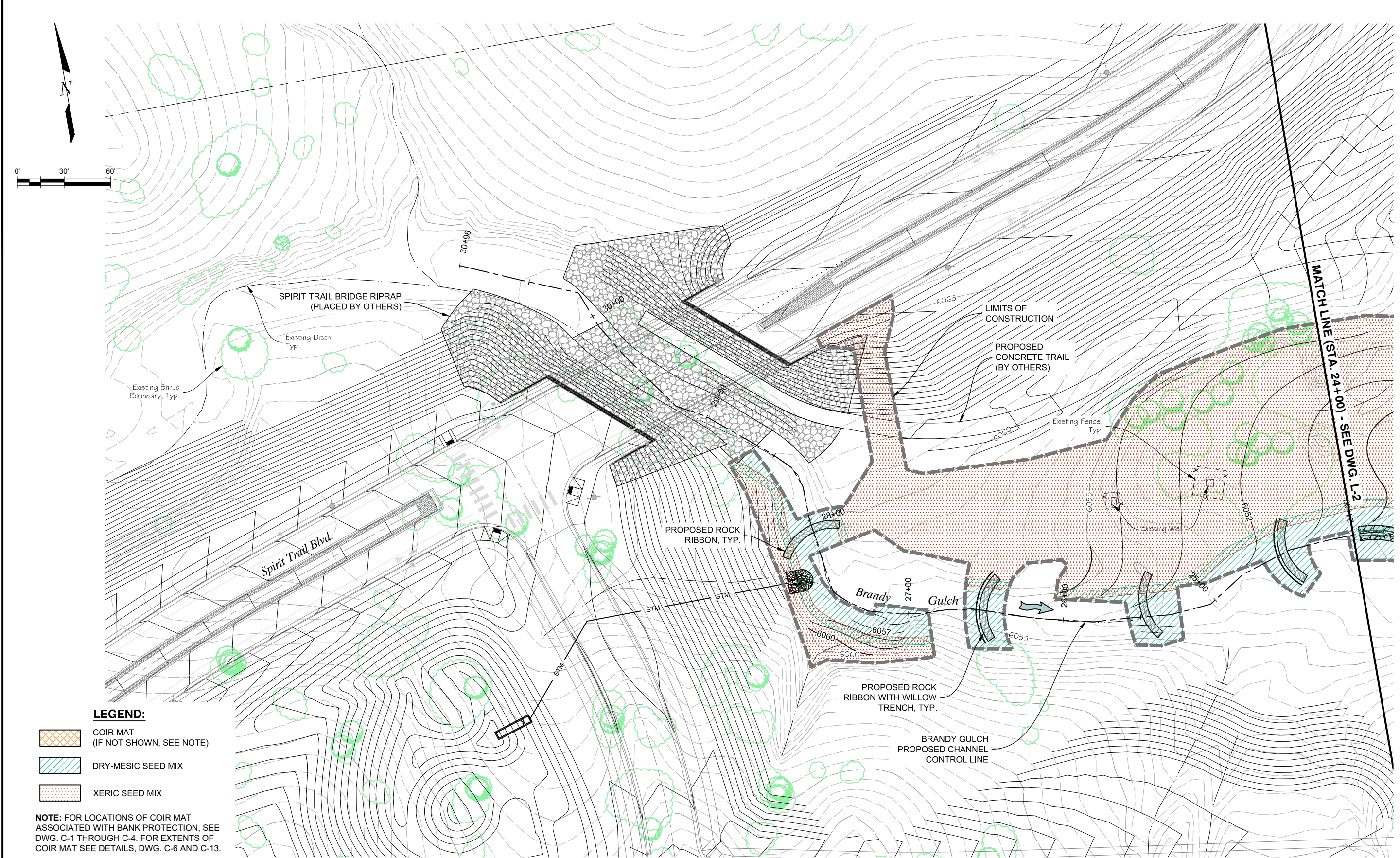
MISCELLANEOUS DETAILS

DATE
2/6/2020

DRAWING NO.
C-14

SHEET NO.
17 OF 33

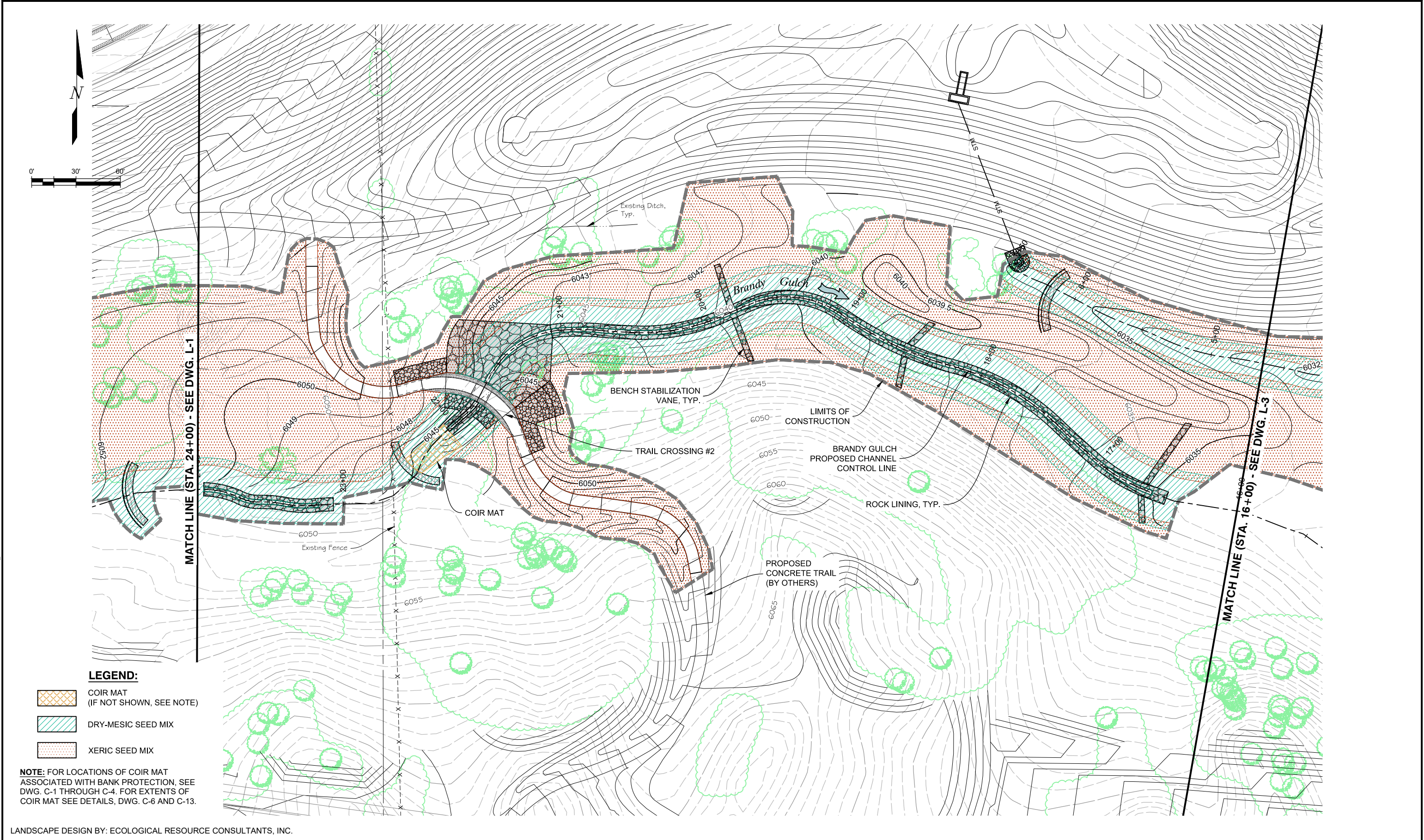
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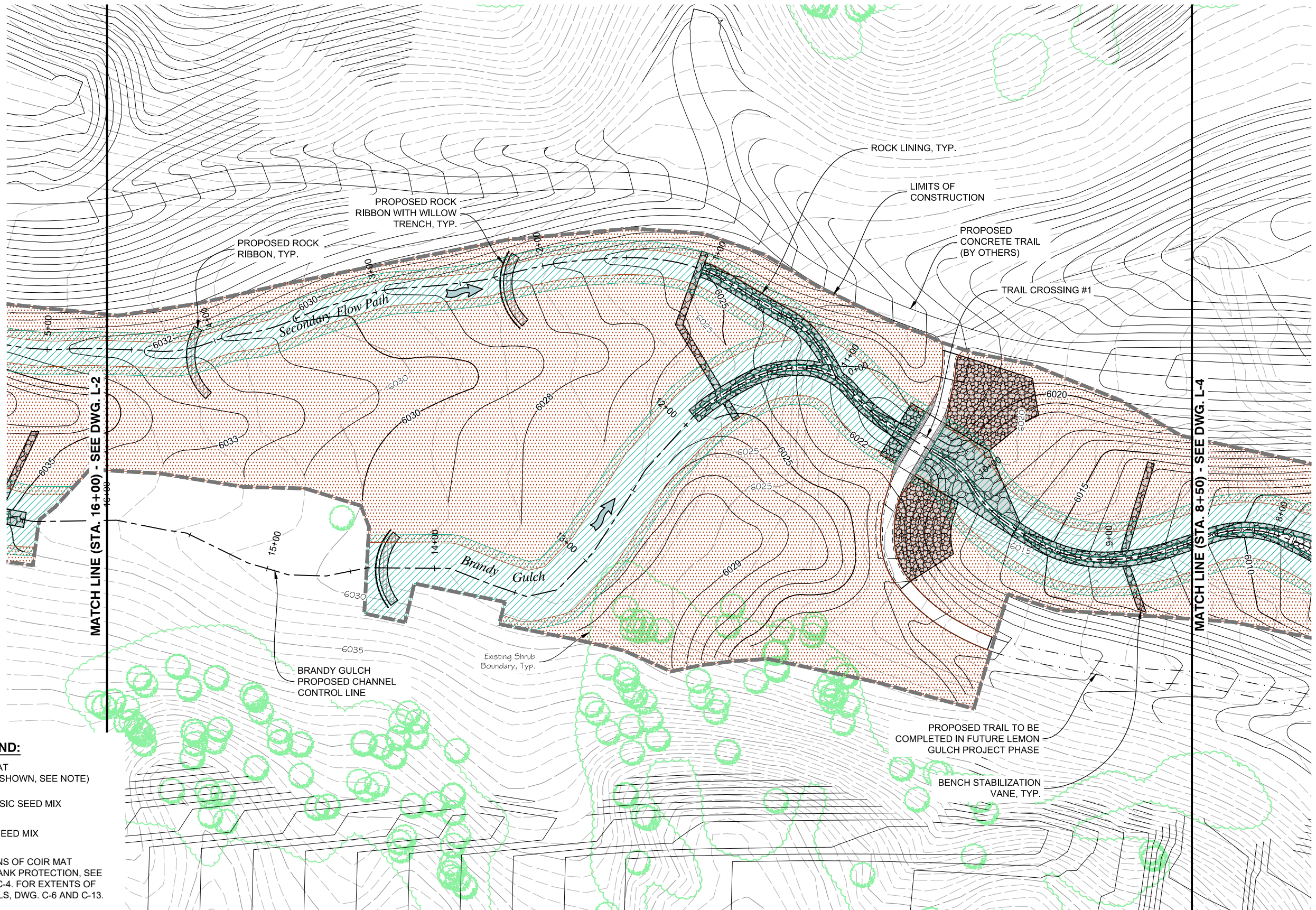
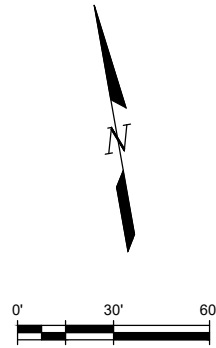
LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

PREPARED UNDER THE SUPERVISION OF	DESIGNED:	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MHFD MILE HIGH FLOOD DISTRICT	PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS LANDSCAPE LANDSCAPE PLAN (SHEET 1 OF 4)	DATE
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											18 OF 33

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LEGEND:

- COIR MAT
(IF NOT SHOWN, SEE NOTE)
- DRY-MESIC SEED MIX
- XERIC SEED MIX

NOTE: FOR LOCATIONS OF COIR MAT ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF COIR MAT SEE DETAILS, DWG. C-6 AND C-13.

LANDSCAPE DESIGN BY: ECOLOGICAL RESOURCE CONSULTANTS, INC.

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	DRAWN: MAB
	CHECKED: SAR

100% DESIGN

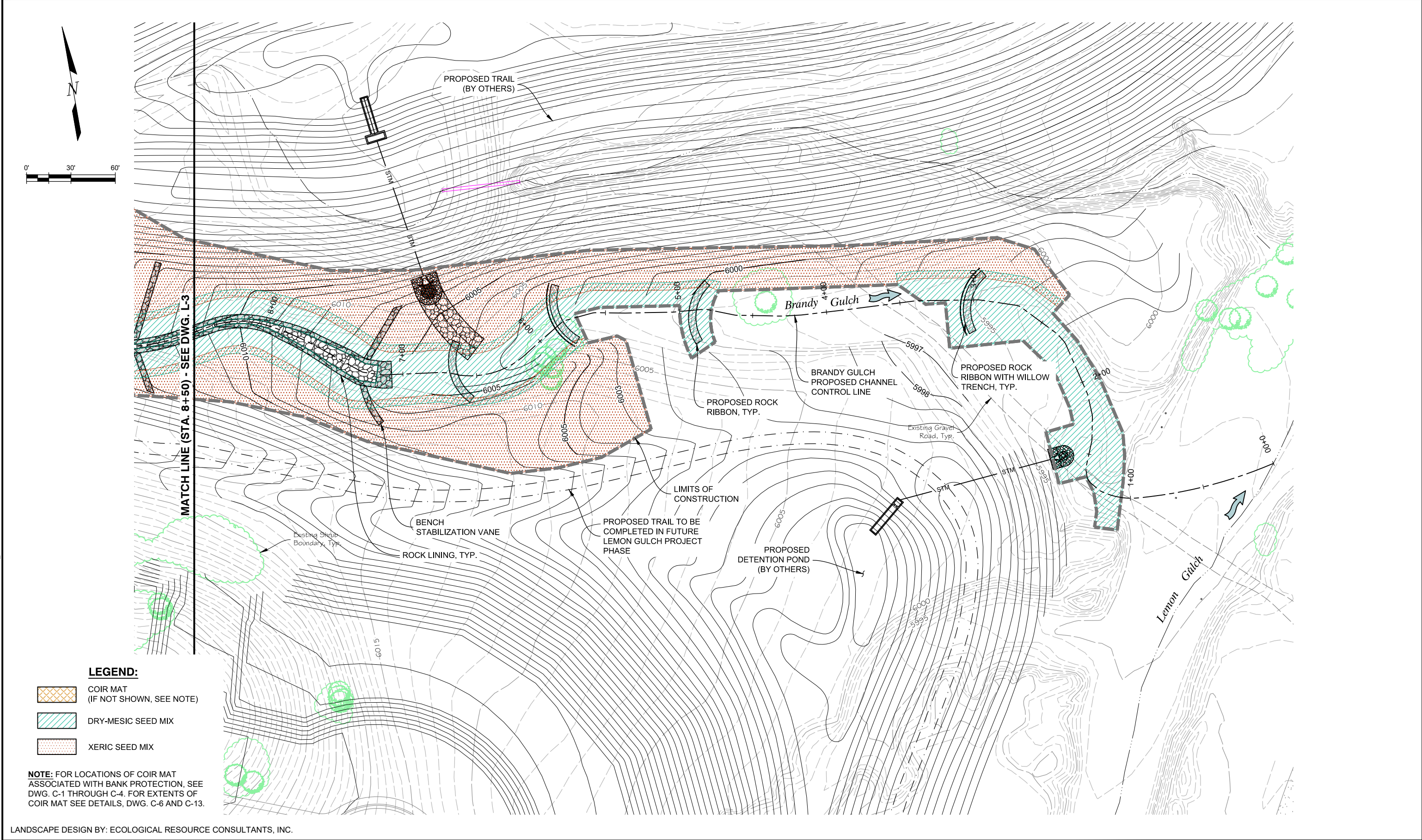
PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



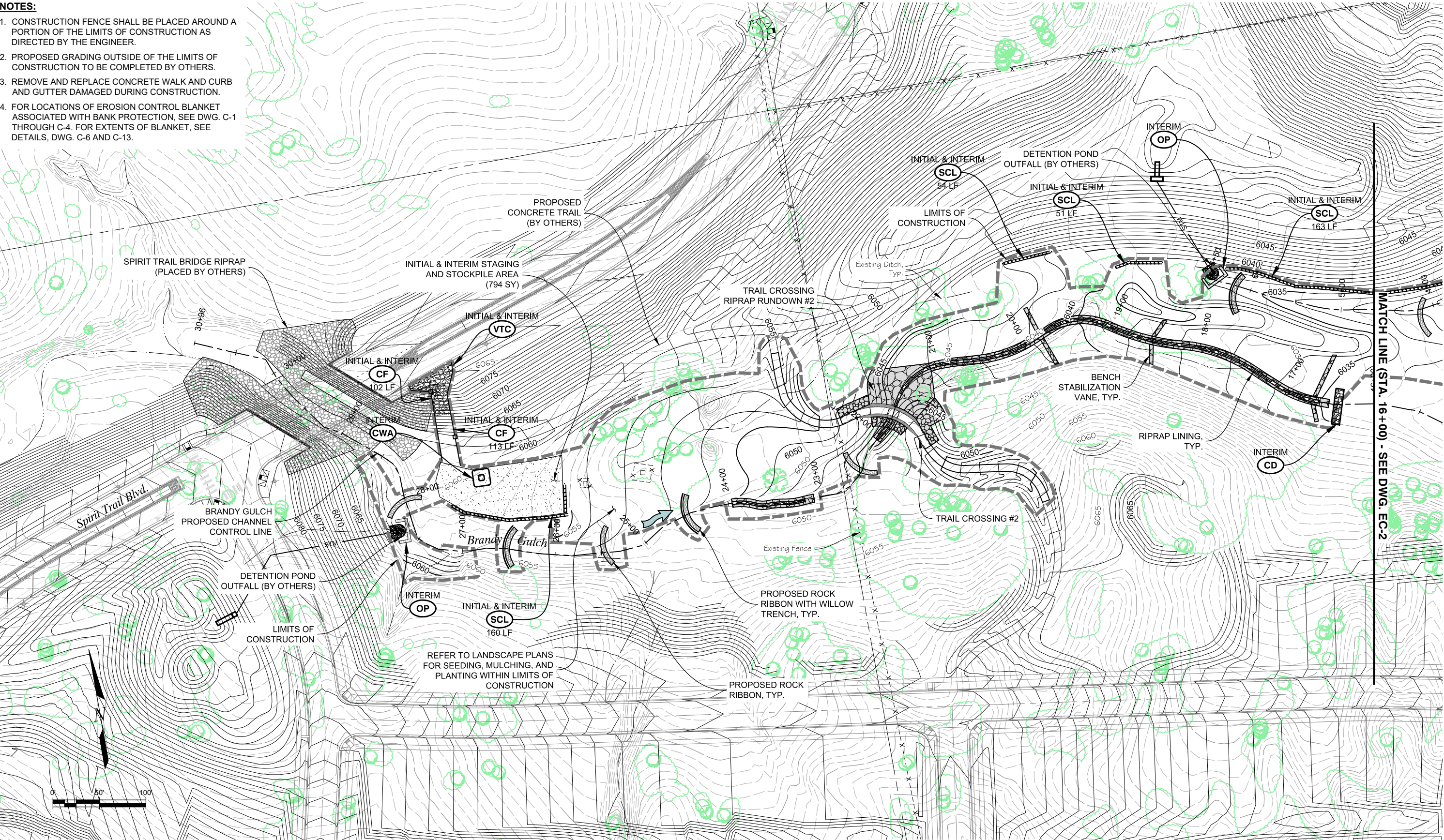
BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS LANDSCAPE LANDSCAPE PLAN (SHEET 3 OF 4)	DATE 2/6/2020
	DRAWING NO. L-3
	SHEET NO. 20 OF 33

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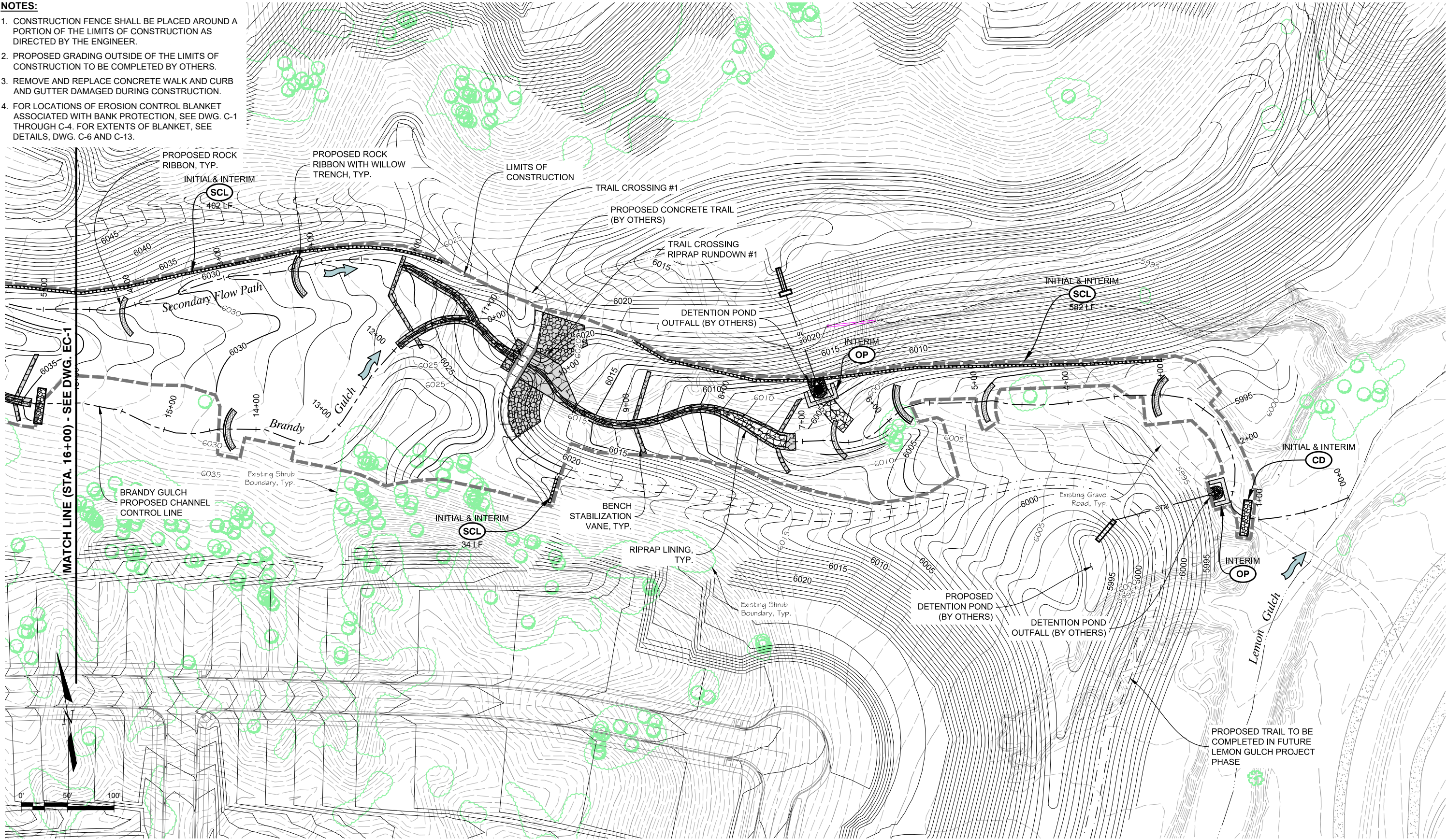


PREPARED UNDER THE SUPERVISION OF DESIGNED: KMS DRAWN: MAB CHECKED: SAR	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS				 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	 MILE HIGH FLOOD DISTRICT	 PARKER COLORADO	BRANDY GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS		DATE 2/6/2020
									LANDSCAPE		DRAWING NO. L-4
									LANDSCAPE PLAN (SHEET 4 OF 4)		SHEET NO. 21 OF 33

- NOTES:**
- 1. CONSTRUCTION FENCE SHALL BE PLACED AROUND A PORTION OF THE LIMITS OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
 - 2. PROPOSED GRADING OUTSIDE OF THE LIMITS OF CONSTRUCTION TO BE COMPLETED BY OTHERS.
 - 3. REMOVE AND REPLACE CONCRETE WALK AND CURB AND GUTTER DAMAGED DURING CONSTRUCTION.
 - 4. FOR LOCATIONS OF EROSION CONTROL BLANKET ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF BLANKET, SEE DETAILS, DWG. C-6 AND C-13.



- NOTES:**
1. CONSTRUCTION FENCE SHALL BE PLACED AROUND A PORTION OF THE LIMITS OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
 2. PROPOSED GRADING OUTSIDE OF THE LIMITS OF CONSTRUCTION TO BE COMPLETED BY OTHERS.
 3. REMOVE AND REPLACE CONCRETE WALK AND CURB AND GUTTER DAMAGED DURING CONSTRUCTION.
 4. FOR LOCATIONS OF EROSION CONTROL BLANKET ASSOCIATED WITH BANK PROTECTION, SEE DWG. C-1 THROUGH C-4. FOR EXTENTS OF BLANKET, SEE DETAILS, DWG. C-6 AND C-13.



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	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY				EROSION CONTROL		DRAWING NO. EC-2
	CHECKED: SAR									GESC PLAN (SHEET 2 OF 2)		SHEET NO.
												24 OF 33

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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CD

CHECK DAM

CF

CONSTRUCTION FENCE

CP

CULVERT PROTECTION

CWA

CONCRETE WASHOUT AREA

D

DEWATERING

DD

DIVERSION DITCH

DP

DETENTION POND PROTECTION

DTC

DEBRIS TRASH CONTROL

ECB

EROSION CONTROL BLANKET

IPAN

INLET PROTECTION FOR AREA INLETS NOT IN PAVEMENT

IPAP

INLET PROTECTION FOR AREA INLETS IN PAVEMENT

IPCOG

INLET PROTECTION, CURB ON-GRADE, TYPE R INLET

IPCOS

INLET PROTECTION, CURB ON SUMP, TYPE R INLET

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

LP

LOT PROTECTION

MWP

MASONRY WORK PROTECTION

PTP

PORTABLE TOILET PROTECTION

RCSC

ROUGH CUT STREET CONTROL

RS

ROCK SOCK

RSS

ROCK SOCK IN SWALE

SB

STRAW BALE

SCL

SEDIMENT CONTROL LOGS

SF

SILT FENCE

SMC

SEEDING, MULCHING AND CRIMPING

SR

SURFACE ROUGHING

SSA

STABILIZED STAGING AREA

STP

SIDEWALK TRANSITION PROTECTION

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

TI

TEMPORARY IRRIGATION

TSB

TEMPORARY SEDIMENT BASIN

VTC

VEHICLE TRACKING CONTROL

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

PLAN VIEW

SECTION A

CHECK DAM

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND

1 OF 3

Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SECTION B

SECTION C

NOTE: SECTION C IS LOCATED IMMEDIATELY UPSTREAM AND DOWNSTREAM OF THE CHECK DAM. THEREFORE NO ROCK IS SHOWN WITHIN THE CHANNEL FLOW AREA.

L = THE DISTANCE SUCH THAT POINT A AND B ARE OF EQUAL ELEVATION.

SPACING BETWEEN CHECK DAMS

CHECK DAM

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

CD

2 OF 3

Oct. 2013

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND

2 OF 3

Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CHECK DAM INSTALLATION NOTES

- SEE PLAN VIEW FOR LOCATION(S) OF CHECK DAMS.
- CHECK DAMS SHOWN ON CBMP PLAN SHALL BE INSTALLED WHEN DIRECTED BY THE TOWN'S INSPECTOR.
- RIPRAP UTILIZED FOR CHECK DAMS SHALL HAVE A D50 MEDIAN STONE SIZE OF 12".
- RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1'-8".
- THE MAXIMUM SPACING BETWEEN CHECK DAMS SHOULD BE SUCH THAT THE BOTTOM OF THE UPSTREAM DAM IS AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM AS SHOWN IN THE DETAIL.

CHECK DAM INSPECTION AND MAINTENANCE NOTES

- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CHECK DAMS.
- ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE CREST OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
- CHECK DAMS SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
- WHEN CHECK DAMS ARE REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE EXCAVATIONS TO BE FILLED WITH SUITABLE COMPACTED TOPSOIL AND ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CHECK DAMS BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
- IN SOME INSTANCES, CHECK DAMS MAY REMAIN IN PLACE PERMANENTLY.

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

CD

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Oct. 2013

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

LEGEND

3 OF 3

Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

NOTE: CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO EACH TEE POST OR APPROVED EQUAL.

STUDDED STEEL TEE POST OR APPROVED EQUAL

ORANGE PLASTIC CONSTRUCTION FENCE OR APPROVED EQUAL

EXISTING GRADE

CONSTRUCTION FENCE

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

CF

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Oct. 2013

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

CD

1 OF 3

Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

CONSTRUCTION FENCE INSTALLATION NOTES

- THE CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO EACH POST OR APPROVED EQUAL.

CONSTRUCTION FENCE INSPECTION AND MAINTENANCE NOTES

- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CONSTRUCTION FENCE AND MAKE ANY NECESSARY REPAIRS.
- CONSTRUCTION FENCE SHALL BE REPAIRED WHEN THE FENCING MATERIAL FALLS OUT OF COMPLIANCE WITH THE NOTES AND DETAILS.

COLORADO

Town of Parker

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

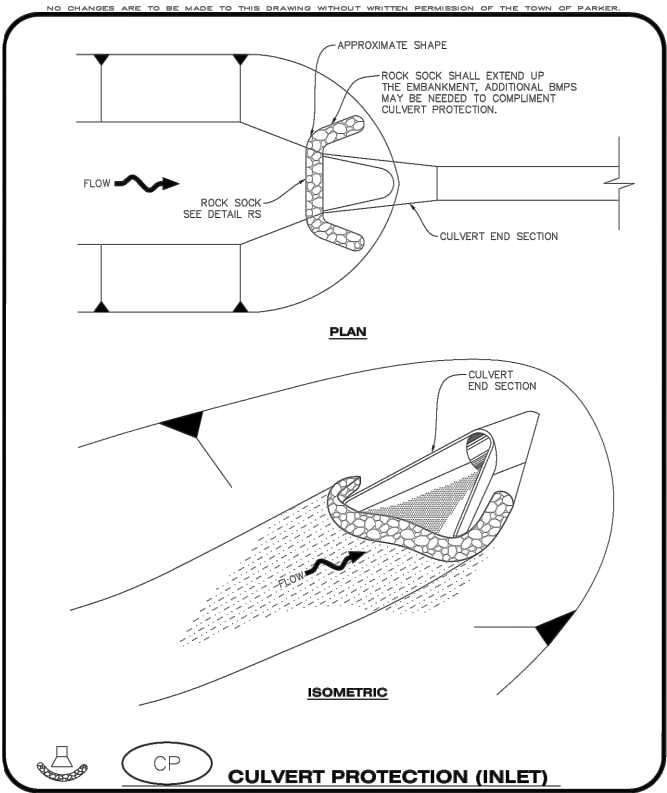
CF

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Oct. 2013

PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			MULLER ENGINEERING COMPANY 777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226	MILE HIGH FLOOD DISTRICT	PARKER COLORADO	LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS	DATE: 2/6/2020	
	DRAWN: MAB		NO.	DATE	DESCRIPTION				BY	EROSION CONTROL	DRAWING NO. EC-3
	CHECKED: SAR									GESC DETAILS	SHEET NO.
											25 OF 33

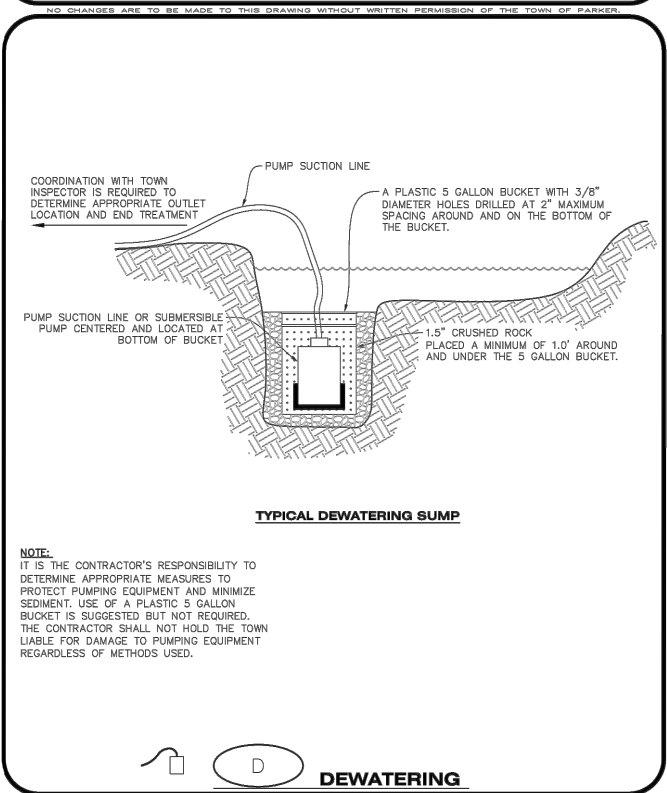
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CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

CP
1 OF 2
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

D
1 OF 2
Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- CULVERT PROTECTION (INLET) INSTALLATION NOTES**
- SEE PLAN VIEW FOR LOCATION(S) OF CULVERT PROTECTION (INLET).
 - ROCK SOCK SHALL BE CONSTRUCTED ACCORDING TO THE DETAIL (SEE DETAIL RS).
 - ROCK SOCK SHALL BE APPROXIMATELY 12" IN DIAMETER.
 - ROCK SOCK SHALL EXTEND ABOVE THE FLOW LINE ELEVATION ON BOTH SIDES OF THE CULVERT END SECTION.
- CULVERT PROTECTION (INLET) INSPECTION AND MAINTENANCE NOTES**
- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CULVERT PROTECTION (INLET).
 - AT A MINIMUM, ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE ROCK SOCK.
 - CULVERT PROTECTION (INLET) IS TO REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
 - WHEN THE CULVERT INLET PROTECTION IS REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CULVERT INLET PROTECTION TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

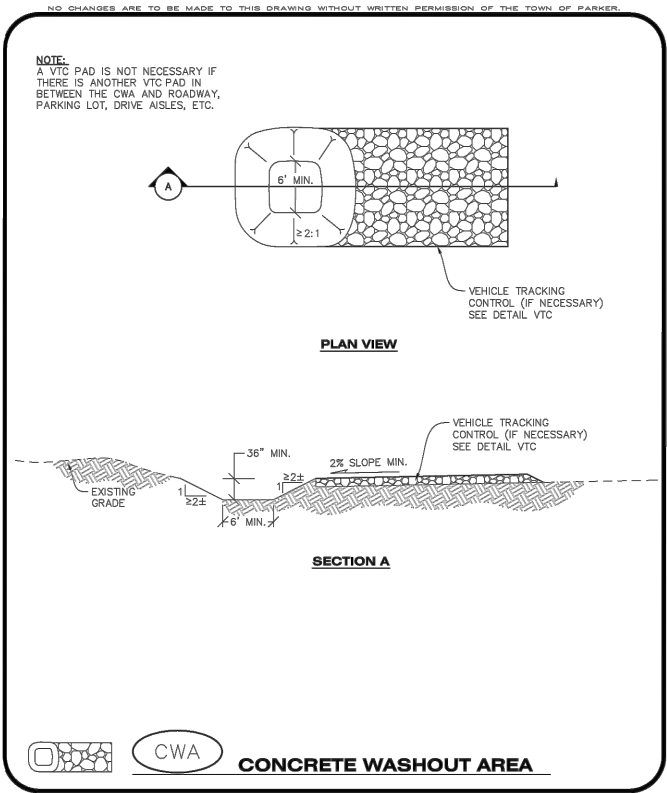
CP
2 OF 2
Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DEWATERING INSTALLATION NOTES**
- IT IS THE EROSION CONTROL SUPERVISOR'S RESPONSIBILITY TO ENSURE THAT ALL DEWATERING IS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE).
- DEWATERING MAINTENANCE NOTES**
- THE EROSION CONTROL SUPERVISOR SHALL INSPECT THE DEWATERING OPERATION TO ENSURE THAT THE DISCHARGE WATER IS DRAINING TO THE PROPER LOCATION(S) AND PERFORM ANY NECESSARY REPAIRS OR MAINTENANCE ON A FREQUENT BASIS.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

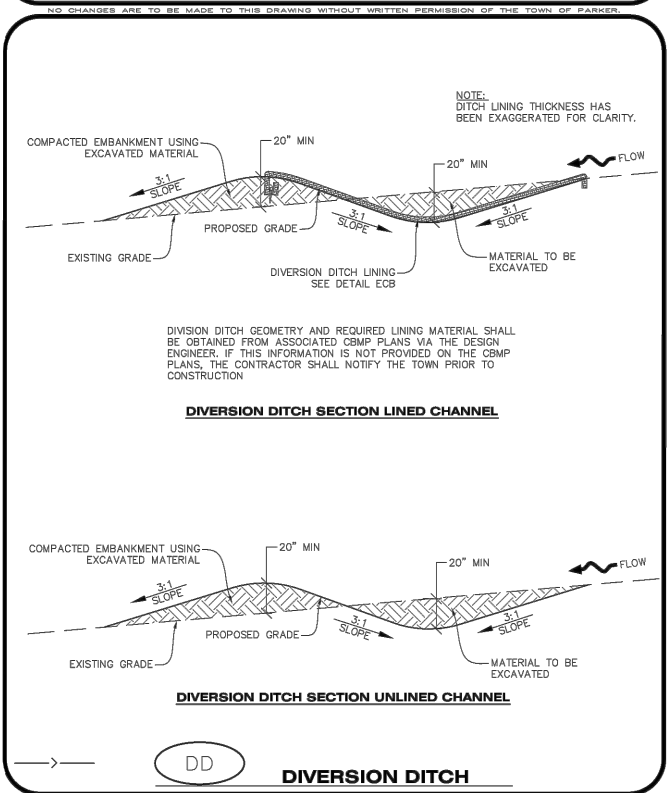
D
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Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

CWA
1 OF 2
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

DD
1 OF 2
Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- CONCRETE WASHOUT AREA INSTALLATION NOTES**
- CONCRETE WASHOUT AREAS SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
 - A VEHICLE TRACKING CONTROL PAD IS REQUIRED AT THE ACCESS POINT TO ALL CONCRETE WASHOUT AREAS WHEN NO OTHER VTC PAD EXISTS IN BETWEEN THE CWA AND THE ROADWAY.
 - IF GROUNDWATER IS ENCOUNTERED WHEN DIGGING THE PIT, A NEW LOCATION SHOULD BE SELECTED. IF NO OTHER LOCATION CAN BE FOUND, A ONE-PIECE IMPERVIOUS LINER SHALL BE REQUIRED ALONG THE BOTTOM AND SIDES OF THE SUBSURFACE PIT.
- CONCRETE WASHOUT AREA INSPECTION AND MAINTENANCE NOTES**
- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE CONCRETE WASHOUT AREA.
 - CONCRETE WASHOUT MATERIALS SHALL BE REMOVED BEFORE ITS CAPACITY HAS BEEN REACHED.
 - CONCRETE WASHOUT AREAS SHALL BE ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE AND ASSOCIATED WASH WATER.
 - CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE AS NECESSARY TO ENSURE ADEQUATE CAPACITY.
 - CONCRETE WASHOUT AREAS SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
 - WHEN CONCRETE WASHOUT AREAS ARE REMOVED, THE TOWN'S INSPECTOR MAY REQUIRE EXCAVATIONS TO BE FILLED WITH SUITABLE COMPACTED BACKFILL AND TOPSOIL, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE CONCRETE WASHOUT AREAS SHALL BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

CWA
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Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DIVERSION DITCH INSTALLATION NOTES**
- SEE THE PLAN VIEW FOR THE LOCATION(S) OF THE DIVERSION DITCHES.
 - A PLASTIC LINER, RIPRAP, OR EROSION CONTROL BLANKET MAY BE NECESSARY TO PROTECT THE DIVERSION DITCH. THE REQUIRED LINING MATERIAL SHALL BE OBTAINED FROM THE CBMP PLANS VIA THE DESIGN ENGINEER.
 - ALL MATERIAL EXCAVATED FROM THE DITCH MAY BE USED TO CONSTRUCT THE BERM ON THE DOWNHILL SIDE OF THE DITCH.
 - THE DIVERSION DITCH SHALL BE A MINIMUM OF 20" DEEP WITH APPROX. 3:1 SIDE SLOPES. THE ADJACENT BERM SHALL BE A MINIMUM OF 20" IN HEIGHT WITH APPROX. 3:1 SIDE SLOPES. ALL EMBANKMENTS SHALL BE FIRMLY COMPACTED.
 - THE DISCHARGE FROM THE DIVERSION DITCH SHALL BE DIRECTED TOWARDS AN APPROPRIATELY SIZED TEMPORARY SEDIMENT BASIN OR OTHER APPROVED AREA.
- DIVERSION DITCH INSPECTION AND MAINTENANCE NOTES**
- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE DIVERSION DITCH.
 - ACCUMULATED SEDIMENT SHALL BE REMOVED ONCE THE SEDIMENT HAS REACHED A DEPTH EQUAL TO 1/2 (10") THE CREST HEIGHT.
 - DIVERSION DITCHES SHALL BE RE-GRADED FOLLOWING THE SIGNS OF MODERATE OR MORE SOIL EROSION OR ANY DAMAGE.
 - DIVERSION DITCHES ARE TO REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR. ALTERNATIVELY, THE DIVERSION DITCHES MAY BE REMOVED WHEN THE SITE'S TOPOGRAPHY CHANGES SUCH THAT SIGNIFICANT RUNOFF IS NO LONGER POSSIBLE. IN SOME INSTANCES, THE DIVERSION DITCHES MAY REMAIN IN PLACE PERMANENTLY.

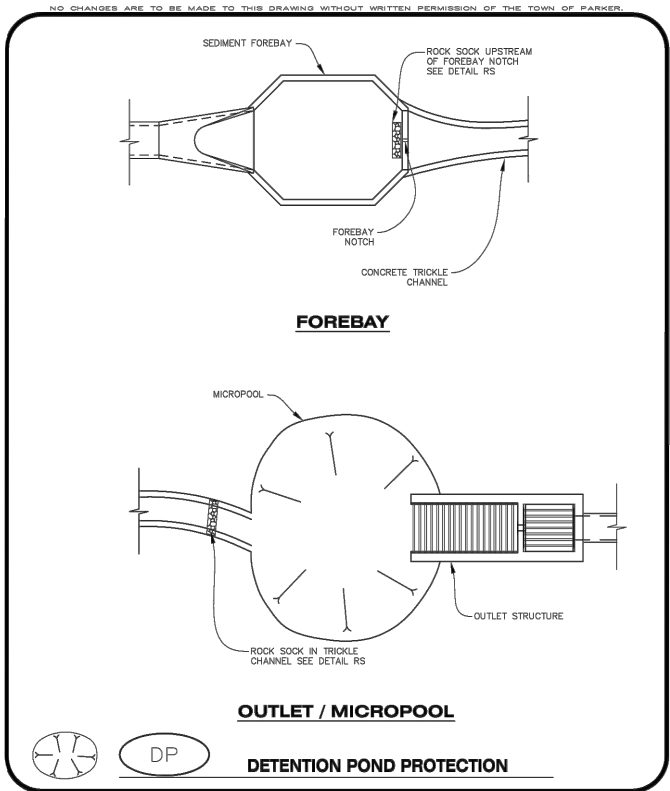


CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

DD
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Oct. 2013

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	DRAWN: MAB		PROJECT NO. 19-037.01	NO.	DATE	DESCRIPTION				BY	EROSION CONTROL	DRAWING NO. EC-4
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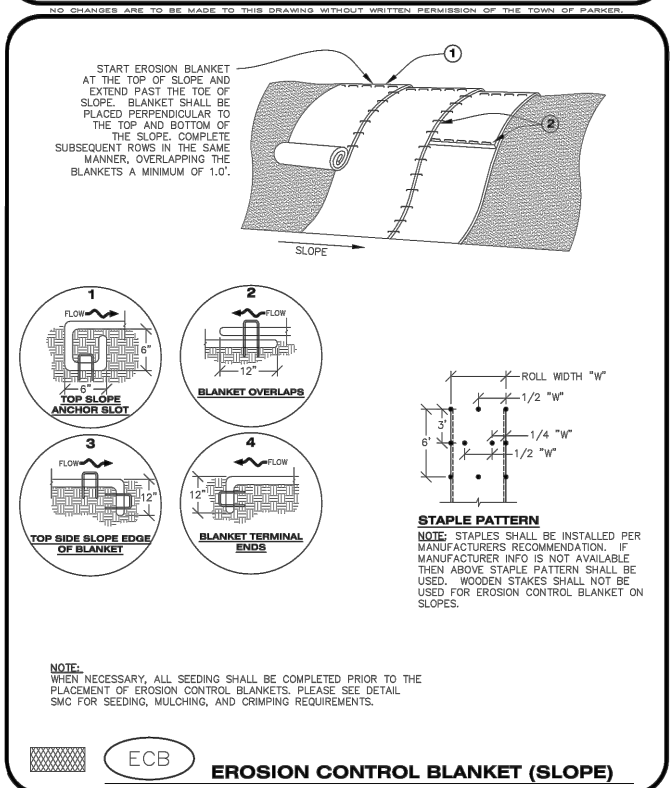
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CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

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Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

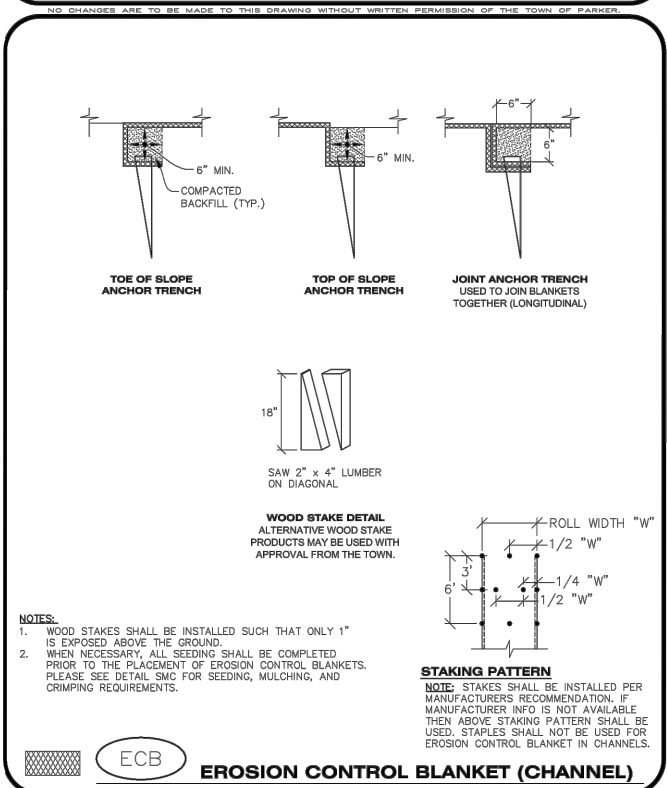
ECB
1 OF 3
Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DETENTION POND PROTECTION INSTALLATION NOTES**
1. DETENTION POND PROTECTION SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE CONSTRUCTION OF THE TRICKLE CHANNEL AND FOREBAY.
 2. CRUSHED ROCK SHALL BE 2.0"-3.0" IN SIZE WITH A FRACTURED FACE (ALL SIDES).
 3. ROCK SOCK FOR OUTLET STRUCTURE AND FOREBAY PROTECTION SHALL BE ONE CONTINUOUS PIECE (SEE DETAIL RS).
- DETENTION POND PROTECTION INSPECTION AND MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE OUTLET STRUCTURE PROTECTION.
 2. ACCUMULATED SEDIMENT SHALL BE REMOVED IMMEDIATELY.
 3. OUTLET STRUCTURE PROTECTION SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

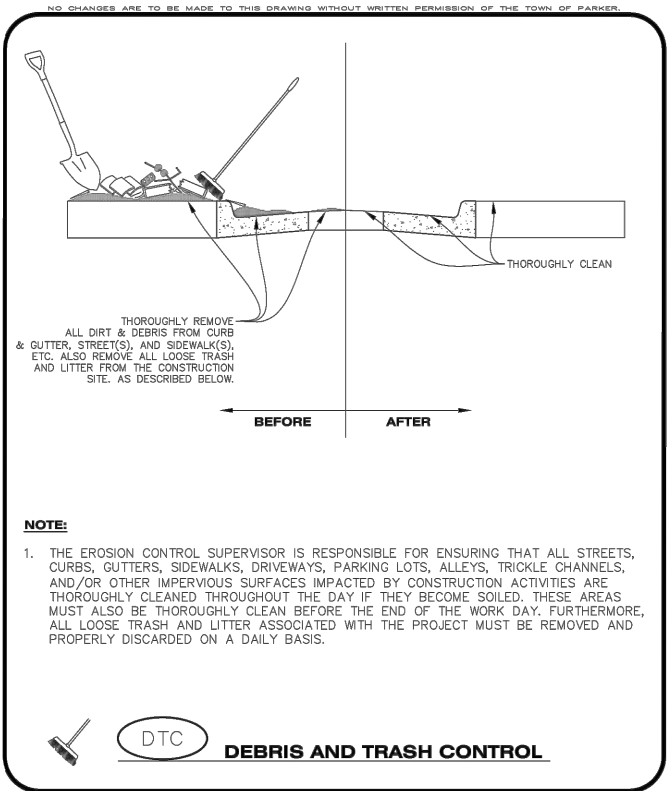
DP
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CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

ECB
2 OF 3
Oct. 2013





CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

DTC
1 OF 2
Oct. 2013

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- EROSION CONTROL BLANKET INSTALLATION NOTES**
1. SEE THE PLAN VIEW FOR THE LOCATION(S) OF THE EROSION CONTROL BLANKETS.
 2. EROSION CONTROL BLANKETS USED FOR CHANNEL PROTECTION SHALL BE PROPERLY SELECTED BY THE DESIGN ENGINEER BASED ON CURRENT AND FUTURE FLOW RATES WITHIN THE CHANNEL. BASED ON THESE CALCULATIONS, TURF REINFORCEMENT MATTING OR RIPRAP MAY BE NECESSARY IN LIEU OF EROSION CONTROL BLANKETS.
 3. IMMEDIATELY PRIOR TO BLANKET INSTALLATION, SOIL SURFACE SHALL BE SMOOTH AND FREE OF ANY GAPS, VOIDS, WEEDS, ROCKS, STICKS, OR OTHER MISCELLANEOUS DEBRIS.
 4. EROSION CONTROL BLANKET SHALL THEN BE INSTALLED ACCORDING TO THE DETAILED DRAWINGS.
 5. ANY DAMAGED OR REMAINING STAPLES OR STAKES SHALL BE REMOVED FROM THE SITE.
 6. ALL EROSION CONTROL BLANKETS FOR SLOPE PROTECTION INSTALLED IN THE TOWN SHALL BE DOUBLE NET, STRAW OR EXCELSIOR.
- | MANUFACTURER | PRODUCT NAME |
|----------------------|----------------|
| NORTH AMERICAN GREEN | S150 |
| APPROVED EQUAL | APPROVED EQUAL |
- EROSION CONTROL BLANKET MAINTENANCE NOTES**
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE EROSION CONTROL BLANKETS AND MAKE ANY NECESSARY REPAIRS.



CBMP
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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- DEBRIS CONTROL NOTES:**
1. A COMBINATION OF SURFACE SCRAPING AND SWEEPING MAY BE NECESSARY TO PROPERLY CLEAN THESE AREAS.
 2. ALL CHEMICAL SPILLS AND/OR STAINS ON THE SITE SHALL BE CLEANED TO THE MAXIMUM EXTENT PRACTICABLE. IN SOME CASES IT MAY BE NECESSARY TO USE PRESSURIZED WATER AND A VAC-TRUCK.
 3. ON-SITE PERSONNEL, DELIVERY DRIVERS, ETC., SHOULD BE EDUCATED ON THE NEED FOR CONTINUAL DEBRIS AND TRASH CONTROL.



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Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS
 DRAWN: MAB
 CHECKED: SAR

100% DESIGN
 PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226



LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

GESC DETAILS

DATE
2/6/2020

DRAWING NO.
EC-5

SHEET NO.
27 OF 33

PLOTTED: 2/6/2020 2:54:03 PM
NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-GESC.DWG

- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
1. GRADING, DRILLING, CLEARING, EXCAVATING, BACK-FILLING, SOIL STRIPPING, SOIL IMPORTING EXPORTING OR ANY OTHER FORM OF SOIL DISTURBANCE SHALL NOT COMMENCE UNTIL A TOWN OF PARKER GRADING/EXCAVATION PERMIT HAS BEEN ISSUED.
 2. THE TOWN OF PARKER GRADING/EXCAVATION PERMIT IS VALID FOR A PERIOD OF 2 YEARS FROM THE DATE OF ISSUANCE. ANY LAPSE IN PERMIT COVERAGE MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER AND/OR FINES.
 3. ALL EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED ACCORDING TO THE CBMP PLAN INSTALLATION NOTES AND DETAILS AND/OR PERMITTED VARIANCES. ALL MATERIALS, WORKMANSHIP AND INSTALLATION METHODS ARE SUBJECT TO INSPECTION BY THE TOWN'S INSPECTOR. THE TOWN OF PARKER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS, WORKMANSHIP AND/OR INSTALLATION METHODS THAT DO NOT CONFORM TO THE CBMP PLAN AND/OR PERMITTED VARIANCES.
 4. THE EROSION CONTROL SUPERVISOR SHALL REVISE OR MODIFY THE EROSION AND SEDIMENT CONTROL MEASURES IF IT BECOMES APPARENT THAT THE ORIGINAL PLAN IS INADEQUATE, OR AS A RESULT OF DEFICIENCIES IDENTIFIED DURING INSPECTIONS PERFORMED BY THE TOWN'S INSPECTOR.
 5. THE INSTALLATION OF ADDITIONAL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) MAY BE REQUIRED OF THE EROSION CONTROL SUPERVISOR, PROPERTY OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS AT ANY TIME THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION AND/OR SUBSEQUENT REVEGETATION PERIOD.
 6. THE EROSION CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE SITE REMAINS IN COMPLIANCE WITH THE NOTICE OF NUISANCE REPORTS (a.k.a. CONSTRUCTION SITE RUNOFF CONTROL INSPECTION REPORTS), APPROVED CBMP PLAN(S) AND THE TOWN OF PARKER STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL.
 7. THE EROSION CONTROL SUPERVISOR SHALL BE READILY AVAILABLE TO DISCUSS AND CORRECT ANY PROBLEMS THAT MAY ARISE RELATING TO GRADING, EROSION AND SEDIMENT CONTROL.
 8. IF IT IS ANTICIPATED THAT ALL OR A PORTION OF THE PROJECT WILL OCCUR DURING SEASONS SUSCEPTIBLE TO SNOWFALL, THE USE OF CERTAIN EROSION AND SEDIMENT CONTROL BMPs ADJACENT TO PUBLIC ROADWAYS MAY NEED TO BE RECONSIDERED DUE TO THE NATURE OF SNOW REMOVAL OPERATIONS. AN APPROVED ALTERNATIVE MAY BE NECESSARY TO MINIMIZE DAMAGE FROM THESE OPERATIONS. THE TOWN OF PARKER ASSUMES NO RESPONSIBILITY FOR DAMAGE TO ANY BMPs AS A RESULT OF SNOW FLOWING AND SNOW REMOVAL.
 9. AREAS OF LAND DISTURBANCE EQUAL TO 40 ACRES OR GREATER SHALL NOT BE EXPOSED FOR MORE THAN 30 CONSECUTIVE DAYS WITHOUT TEMPORARY OR PERMANENT STABILIZATION.
 10. AUTHORIZED EXEMPTIONS MAY BE ALLOWED TO THE 40-ACRE LIMIT FOR REMOVAL AND STORAGE OF CUT MATERIAL WHERE (A) GEOTECHNICAL LIMITATIONS RESTRICT THE USE OF TEMPORARY OR PERMANENT STABILIZATION OF THE STORED MATERIAL (E.G., SWELLING SOILS, ROCK) AND (B) WHEN THE OWNER CAN DEMONSTRATE THAT THE 40-ACRE LIMIT IS PHYSICALLY AND/OR FINANCIALLY IMPRACTICABLE. FOR SITES GRANTED THIS EXEMPTION, A PHASING AND EARTHWORK QUANTITIES PLAN SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AND APPROVED PRIOR TO THE COMMENCEMENT OF LAND DISTURBANCE ACTIVITIES. SUBMITTAL REQUIREMENTS INCLUDE:
 - (I) PHASING PLAN SHOWING CUT AND FILL VOLUMES AND LOCATIONS FOR EACH PHASE AND PROJECT TOTALS.
 - (II) EARTHWORK QUANTITY PLAN SHOWING CUT AND FILL VOLUMES AND LOCATIONS FOR EACH PHASE AND PROJECT TOTALS.
 - (III) BMP PLAN SHOWING SPECIFIC EROSION AND SEDIMENT CONTROLS FOR EACH PHASE.



Town of Parker
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AREA INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION(S) OF AREA INLET PROTECTION.
2. THE AREA INLET PROTECTION SHOWN ON CBMP PLANS SHALL BE INSTALLED ON EXISTING INLETS PRIOR TO ANY LAND DISTURBING ACTIVITIES OR IMMEDIATELY AFTER THE INSTALLATION OF NEW INLETS. AN INTERIM STYLE OF INLET PROTECTION MAY BE ALLOWED UNTIL THE INSTALLATION OF THE GUTTER AND/OR PAVEMENT.

AREA INLET PROTECTION INSPECTION AND MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE AREA INLET PROTECTION.
2. AREA INLET PROTECTION SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
3. WHEN THE AREA INLET PROTECTION IS REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE AREA INLET PROTECTION MAY NEED TO BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
4. ACCUMULATED SEDIMENT SHALL BE REMOVED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES.



Town of Parker
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CONSTRUCTION BEST MANAGEMENT PRACTICES

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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
11. ANY EROSION AND SEDIMENT CONTROL BMPs THAT ARE DAMAGED OR IN NEED OF MAINTENANCE OR REPLACEMENT SHALL BE CORRECTED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES.
 12. ALL DEFICIENCIES LISTED ON THE NOTICE OF NUISANCE FORM SHALL BE COMPLETED AS SOON AS POSSIBLE, IMMEDIATELY IN MOST CASES. ALL REQUIRED ACTIONS MUST BE IN THE CORRECTED FORM DURING THE FOLLOW-UP INSPECTION.
 13. THE EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR ENSURING THAT ALL STREETS, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, ALLEYS, TRICKLE CHANNELS, AND/OR OTHER IMPERVIOUS SURFACES IMPACTED BY CONSTRUCTION ACTIVITIES ARE THOROUGHLY CLEANED THROUGHOUT THE DAY IF THEY BECOME SOILED. THESE AREAS MUST ALSO BE THOROUGHLY CLEAN BEFORE THE END OF THE WORK DAY.
 14. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS SHALL HAVE ADEQUATE PROTECTION SO AS TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS.
 15. ALL TRASH RECEPTACLES ON SITE SHALL BE FREE OF HOLES, CRACKS, GAPS, AND/OR OTHER PERMEABLE AREAS THAT MAY ALLOW FOR THE DISCHARGE OF POLLUTANTS.
 16. ALL TRASH RECEPTACLES ON SITE SHALL BE EMPTIED AT A FREQUENCY AS TO ENSURE THAT THE TRASH REMAINS CONFINED TO THE RECEPTACLE.
 17. ALL LOOSE TRASH AND LITTER ASSOCIATED WITH THE PROJECT MUST BE REMOVED AND PROPERLY DISCARDED ON A DAILY BASIS.
 18. ALL PORTABLE TOILETS SHALL BE STAKED DOWN AT ALL TIMES USING U-SHAPED REBAR STAKES. THE PORTABLE TOILETS SHALL ALSO BE PLACED A MINIMUM DISTANCE OF 10 FEET FROM ALL IMPERVIOUS SURFACES, INCLUDING, BUT NOT LIMITED TO STREETS CURBS, GUTTERS, SIDEWALKS AND PARKING LOTS.
 19. THE EROSION CONTROL SUPERVISOR SHALL MAINTAIN STRICT ADHERENCE TO THE LIMITS OF CONSTRUCTION AND PROPERTY LIMITS FOR ALL MATERIALS, VEHICLES AND EQUIPMENT. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER.
 20. ALL CONSTRUCTION TRAFFIC MUST ENTER AND EXIT THE SITE THROUGH THE APPROVED ACCESS POINT(S). A VEHICLE TRACKING CONTROL PAD IS REQUIRED AT ALL APPROVED ACCESS POINTS TO THE SITE. EXCEPTIONS MAY BE CONSIDERED FOR CONSTRUCTION ACTIVITY OCCURRING IMMEDIATELY ADJACENT TO PAVED AREAS AND WHERE ALTERNATIVE BMP'S ARE IMPLEMENTED. SUCH ACTIVITY MAY INCLUDE, BUT NOT BE LIMITED TO RESIDENTIAL CONSTRUCTION, UTILITY CONSTRUCTION, ETC.
 21. NO PERMANENT SLOPES GREATER THAN 3:1 ARE ALLOWED.
 22. ALL PERMANENT SLOPES STEEPER THAN 4:1 (HORIZONTAL TO VERTICAL) SHALL REQUIRE EROSION CONTROL BLANKET(S). TEMPORARY SLOPES IN TEMPORARY SEDIMENT BASINS THAT ARE STEEPER THAN 4:1 MAY REQUIRE EROSION CONTROL BLANKETS.
 23. THE EROSION CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ADVERSE IMPACTS THAT OCCUR TO NEIGHBORING PROPERTIES. THE EROSION CONTROL SUPERVISOR MUST OBTAIN PERMISSION FROM LAND OWNERS PRIOR TO ENTERING SUCH PROPERTY.
 24. A WATER SOURCE SHALL BE AVAILABLE ONSITE DURING CONSTRUCTION ACTIVITIES, AND UTILIZED TO MINIMIZE FUGITIVE DUST. ALTERNATIVE BMPs MAY BE REQUIRED IF INITIAL ATTEMPTS TO SUPPRESS DUST ARE UNSUCCESSFUL.



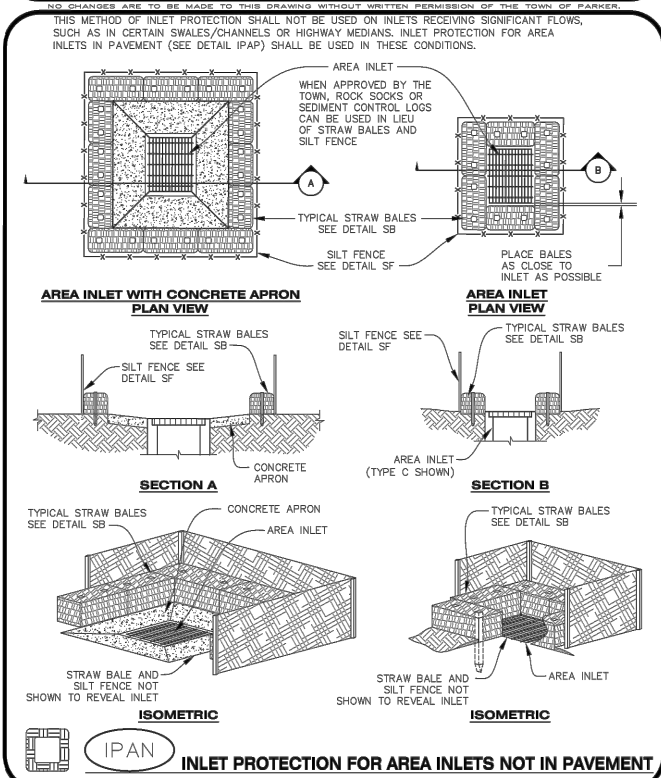
Town of Parker
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CONSTRUCTION BEST MANAGEMENT PRACTICES

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CONSTRUCTION BEST MANAGEMENT PRACTICES

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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
25. ALL CHEMICAL OR HAZARDOUS MATERIAL SPILLS, INCLUDING CONCRETE WASHOUT WATER, WHICH MAY ENTER WATERS OF THE STATE OF COLORADO, WHICH INCLUDES BUT ARE NOT LIMITED TO, SURFACE WATER, GROUND WATER, DRY GULLIES OR STORM SEWERS LEADING TO SURFACE WATER, SHALL BE IMMEDIATELY REPORTED TO THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) PER 25-8-601, AND THE TOWN OF PARKER. RELEASES OF PETROLEUM PRODUCTS AND CERTAIN HAZARDOUS SUBSTANCES LISTED UNDER THE FEDERAL CLEAN WATER ACT (40 CFR PART 116) MUST BE REPORTED TO THE NATIONAL RESPONSE CENTER AND THE CDPHE. SPILLS THAT POSE AN IMMEDIATE SAFETY HAZARD SHALL BE REPORTED TO 911.
 26. THE CLEANING OF CONCRETE TRUCKS AND EQUIPMENT IS RESTRICTED TO THE APPROVED CONCRETE WASHOUT LOCATION ON THE JOB SITE. CONCRETE WASH WATER SHALL NOT BE DISCHARGED TO STATE WATERS OR STORM SEWER SYSTEMS.
 27. VEHICLE AND EQUIPMENT DEGREASING IS PROHIBITED ON THE JOB SITE.
 28. ALL DEWATERING ON SITE SHALL BE COORDINATED WITH THE TOWN'S INSPECTOR. A STATE PERMIT MAY BE REQUIRED FOR DEWATERING. THE EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR OBTAINING AND ADHERING TO ALL APPLICABLE PERMITS.
 29. HYDRAULIC SEEDING AND/OR HYDRAULIC MULCHING ARE ONLY ALLOWED IN AREAS UNDER TEMPORARY OR PERMANENT IRRIGATION OR FOR THE PURPOSE OF TEMPORARY SOIL STABILIZATION.
 30. APPLICABLE CONSTRUCTION BMPs SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL ALL LANDSCAPING HAS BEEN INSTALLED AND THE DESIRABLE VEGETATION HAS REACHED A POINT IN WHICH EROSION AND SEDIMENTATION IS NO LONGER A CONCERN AS DETERMINED BY THE TOWN'S INSPECTOR.
 31. GRADING SECURITY RELEASE REQUIREMENTS:
 - 1) DEVELOPABLE PROPERTY: IN ORDER FOR THE GRADING SECURITY TO BE RELEASED, THE SITE MUST MEET ITEMS A-H OR ITEM I (BELOW).
 - A. ALL SOIL-DISTURBING ACTIVITIES ASSOCIATED WITH THE GRADING PERMIT HAVE PERMANENTLY CEASED.
 - B. UNIFORM PERENNIAL VEGETATION COVER HAS BEEN ESTABLISHED WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST SEVENTY PERCENT (70%) OF PRE-DISTURBANCE LEVELS.
 - C. ALL CBMPs HAVE BEEN PROPERLY REMOVED FROM THE SITE.
 - D. IF ANY EROSION IS PRESENT, IT IS INSIGNIFICANT AND IS NOT LEAVING THE SITE AND/OR LEADING INTO ANY ON-SITE DRAINAGE INFRASTRUCTURE THAT MAY CONVEY SURFACE WATER OFF SITE.
 - E. WEEDS REPRESENT NO MORE THAN FIFTY PERCENT (50%) OF THE TOTAL VEGETATION ON THE SITE.
 - F. NO WEEDS ARE PRESENT FROM LIST A OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - G. THE SITE IS PREDOMINANTLY FREE OF WEEDS FROM LIST B OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - H. WEEDS ARE EVENLY DISTRIBUTED THROUGHOUT THE SITE WITH NO LARGE CONCENTRATIONS PRESENT.
 - I. A NEW GRADING PERMIT AND REPLACEMENT SECURITY HAS BEEN SUBMITTED AND APPROVED FOR THE APPLICABLE SITE OR ASSIGNMENT AS PROVIDED BY SECTION 11.10.150 OF THE TOWN OF PARKER MUNICIPAL CODE. IT IS THE PROPERTY OWNER'S OBLIGATION AT THE TIME OF CLOSING TO ENSURE THAT THE NEW SITE OWNER HAS PROVIDED THE TOWN WITH A REPLACEMENT SECURITY.



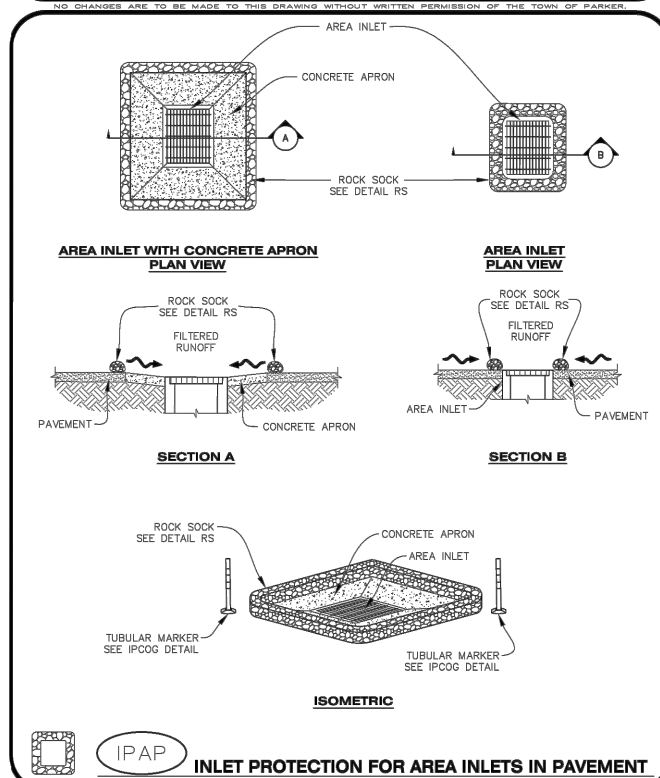
Town of Parker
COLORADO

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CONSTRUCTION BEST MANAGEMENT PRACTICES

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Town of Parker
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CONSTRUCTION BEST MANAGEMENT PRACTICES

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- NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.
- 2) NONDEVELOPABLE PROPERTY: IN ORDER FOR THE GRADING SECURITY TO BE RELEASED, THE SITE MUST MEET ITEMS A-H AND J, OR ITEMS I AND J (BELOW).
 - A. ALL SOIL-DISTURBING ACTIVITIES ASSOCIATED WITH THE GRADING PERMIT HAVE PERMANENTLY CEASED.
 - B. ALL CBMPs HAVE BEEN PROPERLY REMOVED FROM THE SITE.
 - C. EROSION IS NEGLIGIBLE, IF EVEN PRESENT.
 - D. THE VEGETATION REPRESENTS A PERENNIAL STAND OF A DENSE, UNIFORM SURFACE OF GRASS WITH NO AREA GREATER THAN ONE (1) SQUARE FOOT THAT IS BARREN OF DESIRABLE VEGETATION. INFREQUENTLY WIDELY SCATTERED AREAS WHERE NATIVE VEGETATION HAS NOT YET TAKEN HOLD MAY QUALIFY FOR ACCEPTANCE AT THE DISCRETION OF THE TOWN.
 - E. WEEDS REPRESENT NO MORE THAN TEN PERCENT (10%) OF THE TOTAL VEGETATION ON SITE.
 - F. NO WEEDS ARE PRESENT FROM LIST A OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - G. THE SITE IS PREDOMINANTLY FREE OF WEEDS FROM LIST B OF THE COLORADO NOXIOUS WEED LIST, AS AMENDED.
 - H. WEEDS ARE EVENLY DISTRIBUTED THROUGHOUT THE SITE WITH NO LARGE CONCENTRATIONS PRESENT.
 - I. A NEW GRADING PERMIT AND REPLACEMENT SECURITY HAS BEEN SUBMITTED AND APPROVED FOR THE APPLICABLE SITE OR THE GRADING PERMIT HAS BEEN ASSIGNED AS PROVIDED BY SECTION 11.10.150 OF THE TOWN OF PARKER MUNICIPAL CODE. IT IS THE PROPERTY OWNER'S OBLIGATION, AT THE TIME OF CLOSING ON THE SALE OF A SITE THAT IS SUBJECT TO A GRADING PERMIT, TO ENSURE THAT THE NEW PROPERTY OWNER HAS PROVIDED THE TOWN WITH A REPLACEMENT SECURITY.
 - J. ALL KNOWN DRAINAGE ISSUES ASSOCIATED WITH THE PROJECT HAVE BEEN MITIGATED AND A SUFFICIENT AMOUNT OF TIME HAS PASSED TO ENSURE THAT SUCH ISSUES HAVE BEEN CORRECTED. THIS REQUIREMENT DOES NOT INCLUDE THOSE DRAINAGE ISSUES ORIGINATING ON RESIDENTIAL LOTS.
 - (D) NOXIOUS WEEDS MUST BE CONTROLLED AS PROVIDED UNDER STATE LAW AND SECTION 6.01.260 OF THE TOWN OF PARKER MUNICIPAL CODE. FAILURE TO CONTROL NOXIOUS WEEDS ON THE SITE MAY CONSTITUTE A NUISANCE, SUBJECT TO THE PENALTIES CONTAINED IN THE CODE.
- DEFINITIONS:**
- DEVELOPABLE PROPERTY** MEANS ANY LAND THAT HAS BEEN GRADED AND IS PART OF A PLATTED LOT OR PLATTED TRACT OF RECORD, THAT MAY BE GRADDED AND IS PART OF A PLATTED RESIDENTIAL HOME CONSTRUCTION OR PUBLIC IMPROVEMENTS.
- NONDEVELOPABLE PROPERTY** MEANS LAND THAT HAS BEEN GRADED AND WILL NOT BE FURTHER DISTURBED AS PART OF ANY FUTURE DEVELOPMENT. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO: PARKS, OPEN SPACE, HOMEOWNER ASSOCIATION OR BUSINESS ASSOCIATION PLATTED TRACTS, DETENTION PONDS AND DRAINAGEWAYS.
32. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS DESCRIBED IN THIS SECTION MAY RESULT IN THE ISSUANCE OF: A NOTICE OF INTENT TO ISSUE A STOP WORK ORDER, A STOP WORK ORDER AND/OR THE REMEDIES/PENALTIES DESCRIBED IN CHAPTER 11.10 OF THE TOWN OF PARKER MUNICIPAL CODE.
 33. ANY PERSON CONVICTED OF VIOLATING ANY PROVISION OF THE TOWN OF PARKER, GRADING & EARTH MOVEMENT SECTION OF THE MUNICIPAL CODE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, BE FINED BY A FINE OF NOT MORE THAN FOUR HUNDRED NINETY NINE DOLLARS (\$499.00) FOR EACH SEPARATE OFFENSE. EACH DAY A VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE. THE TOWN ALSO MAY SEEK IN MUNICIPAL COURT AN INJUNCTION, ABATEMENT, RESTITUTION, ENJOIN, ABATE OR REMOVE THE VIOLATION. A PERSON CONVICTED OF VIOLATING CHAPTER 11.10 OF THE TOWN OF PARKER MUNICIPAL CODE SHALL BE LIABLE FOR THE ACTUAL COST OF REHABILITATING THE PROPERTY. THE COSTS MAY BE RECOVERED AS RESTITUTION IN MUNICIPAL COURT PROCEEDINGS OR IN A SEPARATE CIVIL ACTION.
 34. THE TOWN OF PARKER RESERVES THE RIGHT TO ALLOW MODIFICATIONS AND SUBSTITUTIONS TO THE CBMP NOTES AND DETAILS WHEN SUCH MODIFICATIONS AND SUBSTITUTIONS OFFER THE SAME LEVEL OF PROTECTION AS THE STANDARD REQUIREMENTS BASED UPON THE SPECIFIC SITUATION, AS DETERMINED BY TOWN STAFF. DUE TO THE INSIGNIFICANCE AND REGULARITY OF SUCH MODIFICATIONS AND SUBSTITUTIONS, THE APPROVAL OF SUCH VARIATIONS MAY NOT BE DOCUMENTED BY TOWN STAFF.



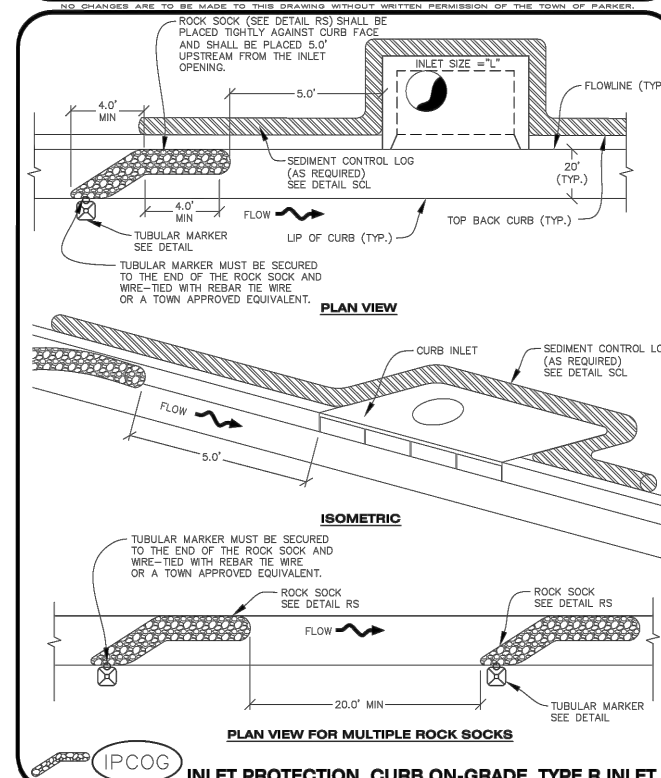
Town of Parker
COLORADO

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

GEN NOTES

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Oct. 2013





Town of Parker
COLORADO

CBMP

CONSTRUCTION BEST MANAGEMENT PRACTICES

IPCOG

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Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

NO.	DATE	DESCRIPTION	BY

MULLER
ENGINEERING COMPANY
777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

MHFD
MILE HIGH FLOOD DISTRICT

PARKER
COLORADO

LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

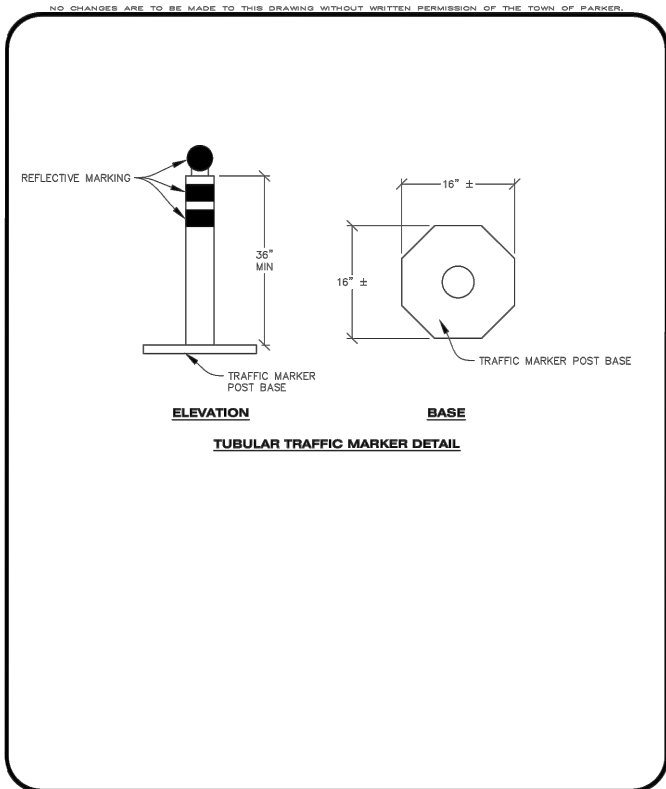
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DATE
2/6/2020

DRAWING NO.
EC-6

SHEET NO.
28 OF 33

PLOTTED: 2/6/2020 2:54:05 PM
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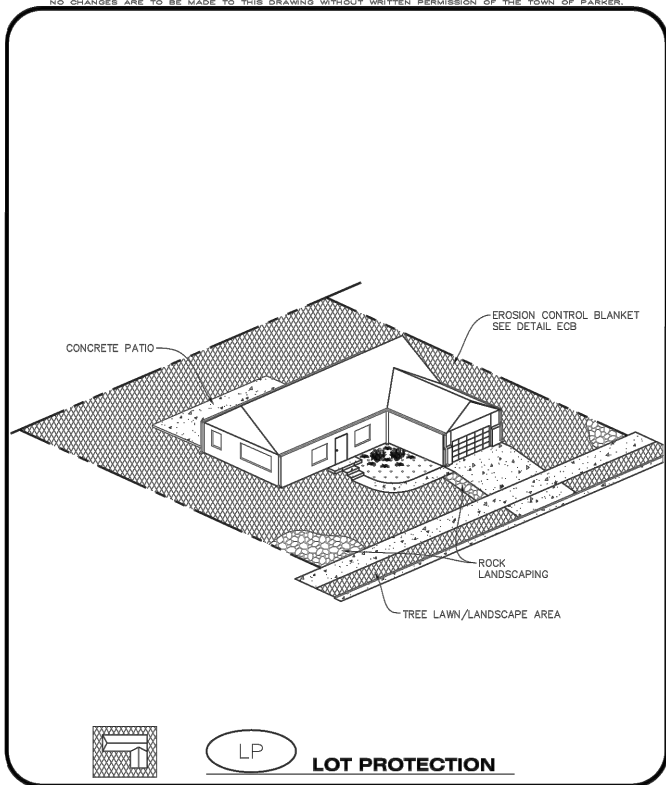




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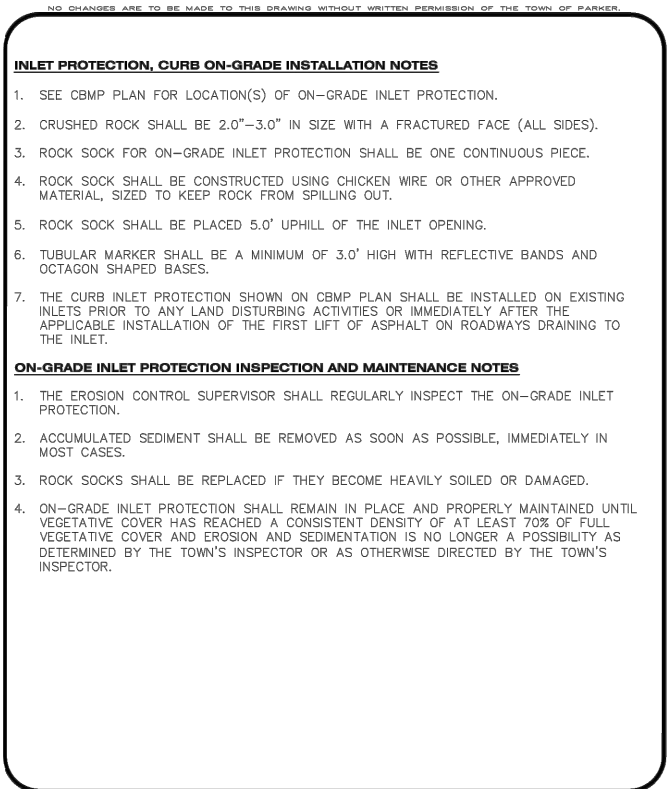




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CONSTRUCTION BEST MANAGEMENT PRACTICES

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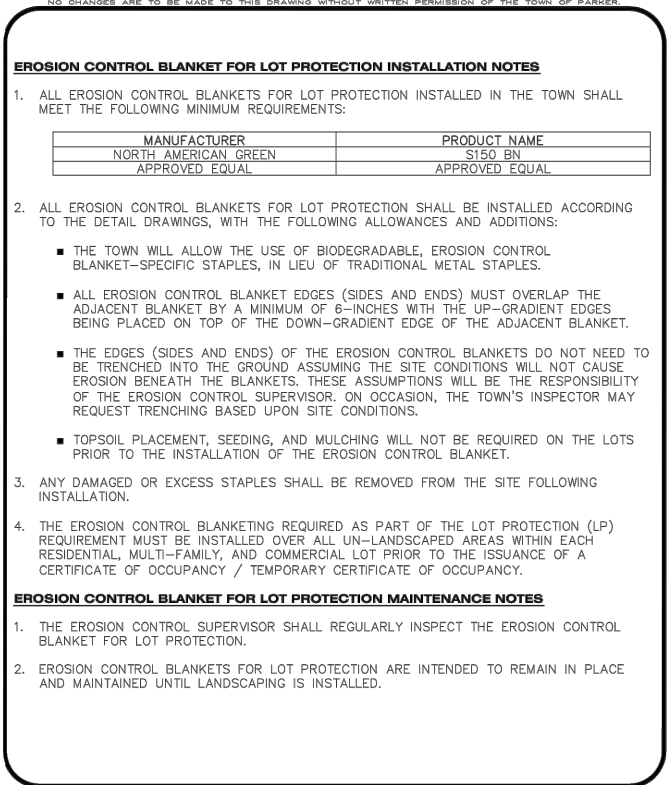




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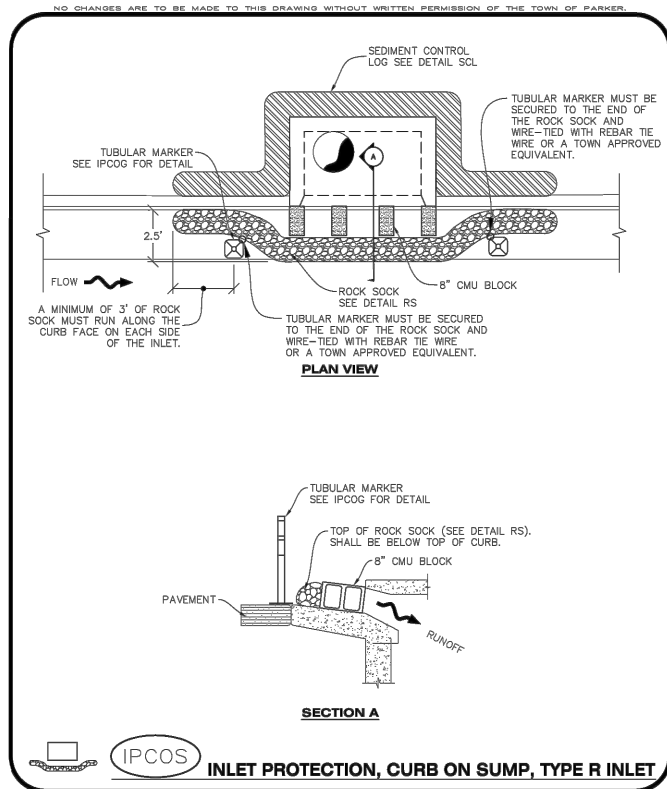




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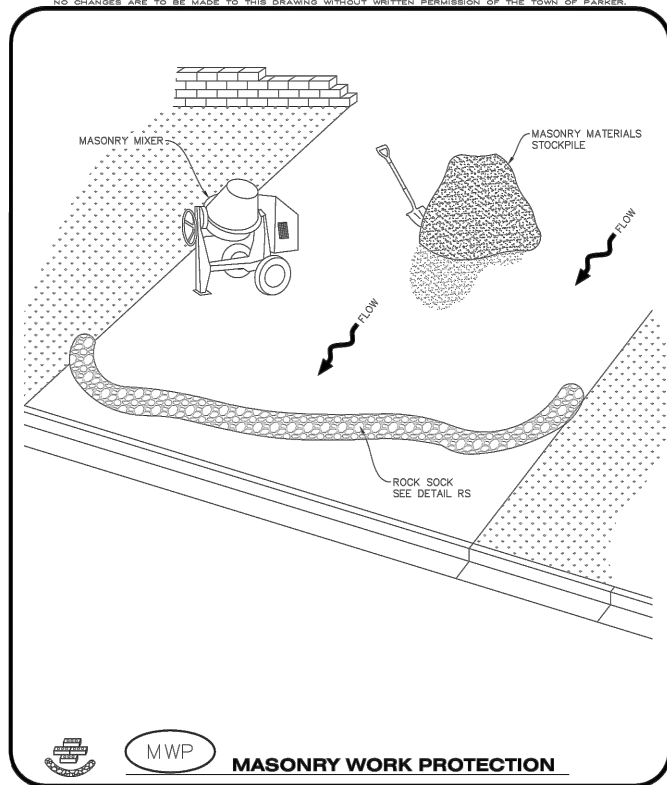




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CONSTRUCTION BEST MANAGEMENT PRACTICES

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Oct. 2013

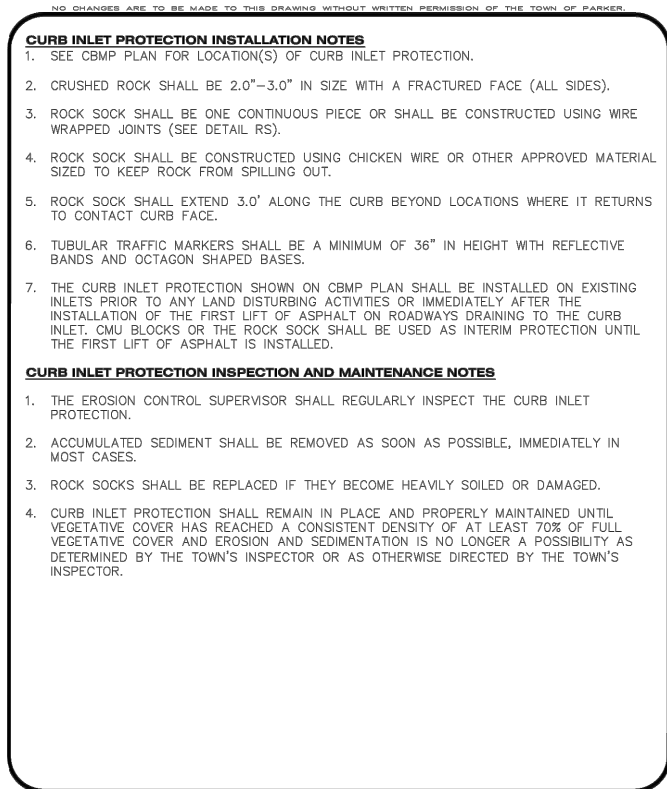




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CONSTRUCTION BEST MANAGEMENT PRACTICES

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Oct. 2013

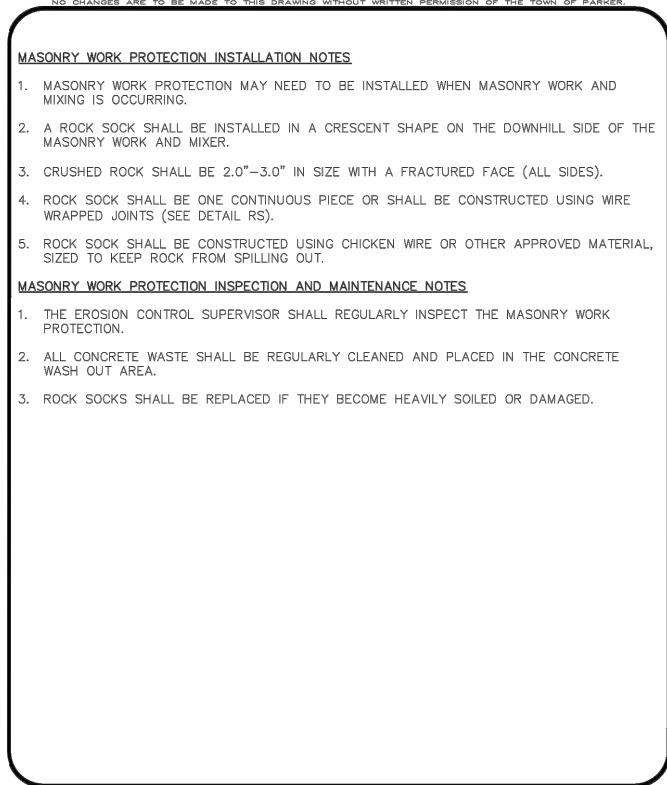




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CONSTRUCTION BEST MANAGEMENT PRACTICES

IPCOG

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Oct. 2013





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CONSTRUCTION BEST MANAGEMENT PRACTICES

MWP

2 OF 2
Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS

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LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

GESC DETAILS

DATE

2/6/2020

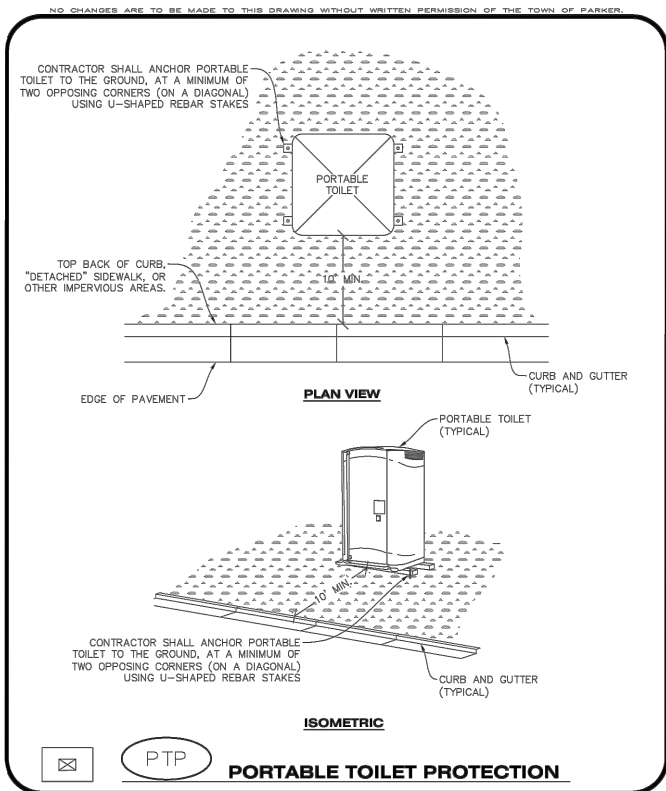
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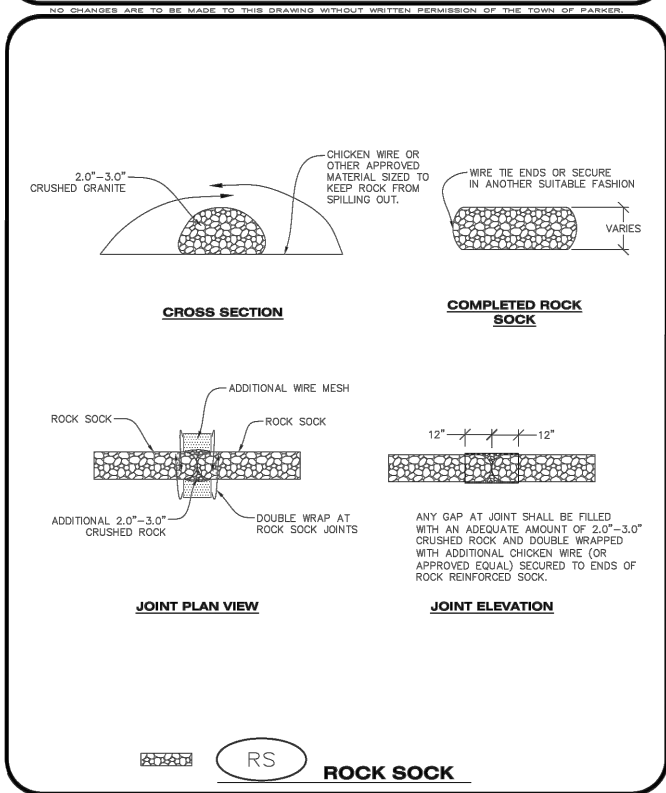
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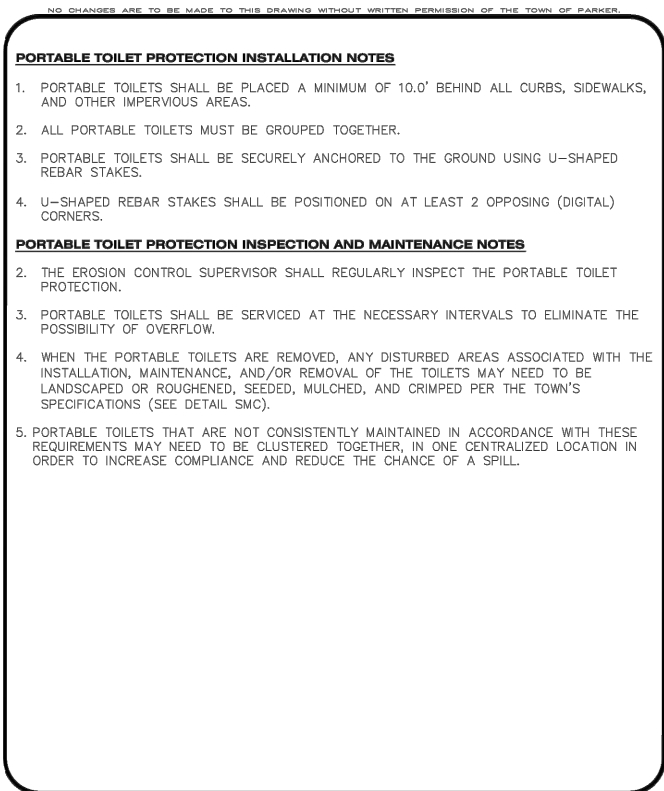
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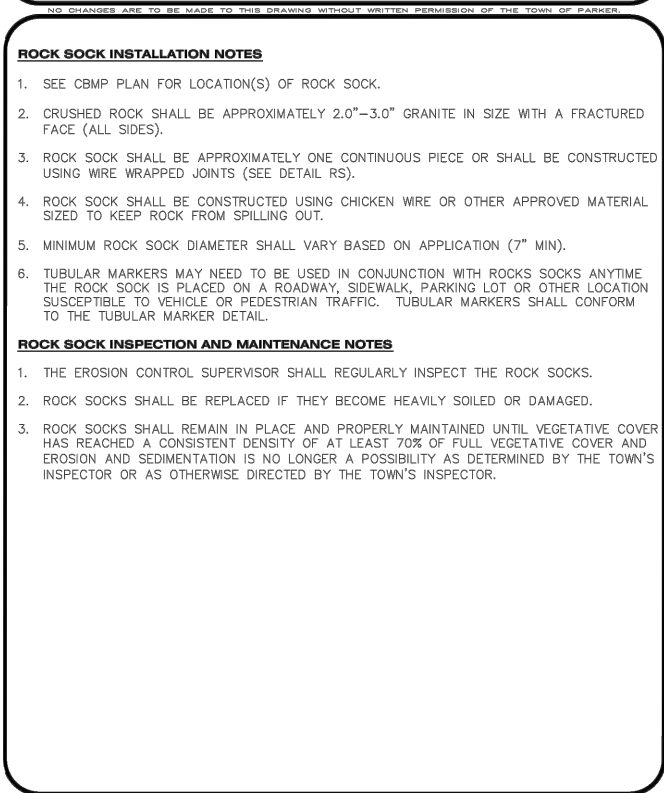
CBMP | **PTP**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
Town of Parker | COLORADO | Oct. 2013



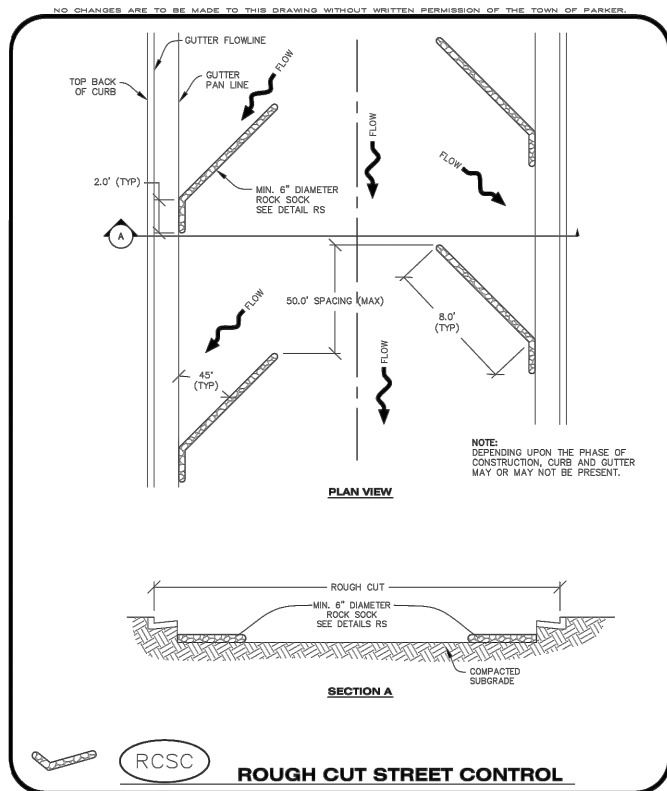
CBMP | **RS**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
Town of Parker | COLORADO | Oct. 2013



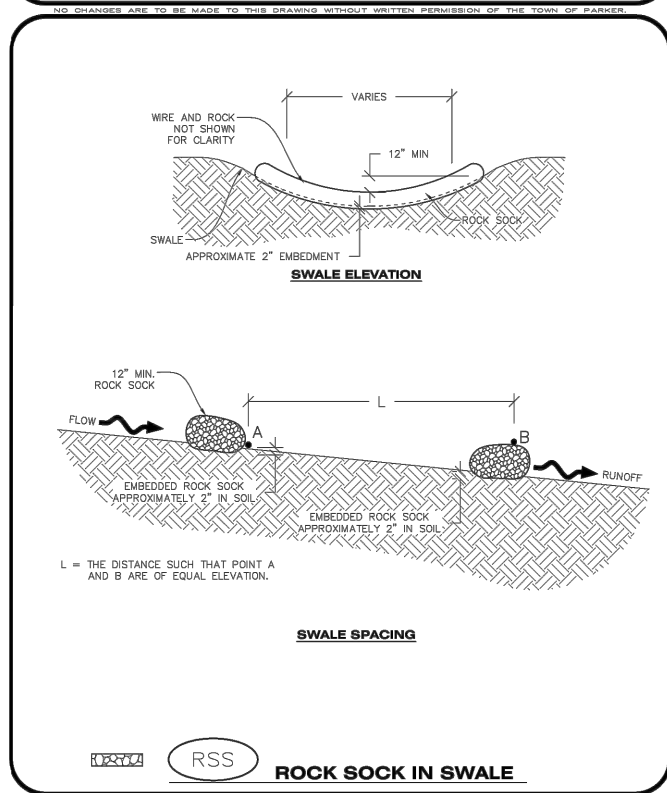
CBMP | **PTP**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
Town of Parker | COLORADO | Oct. 2013



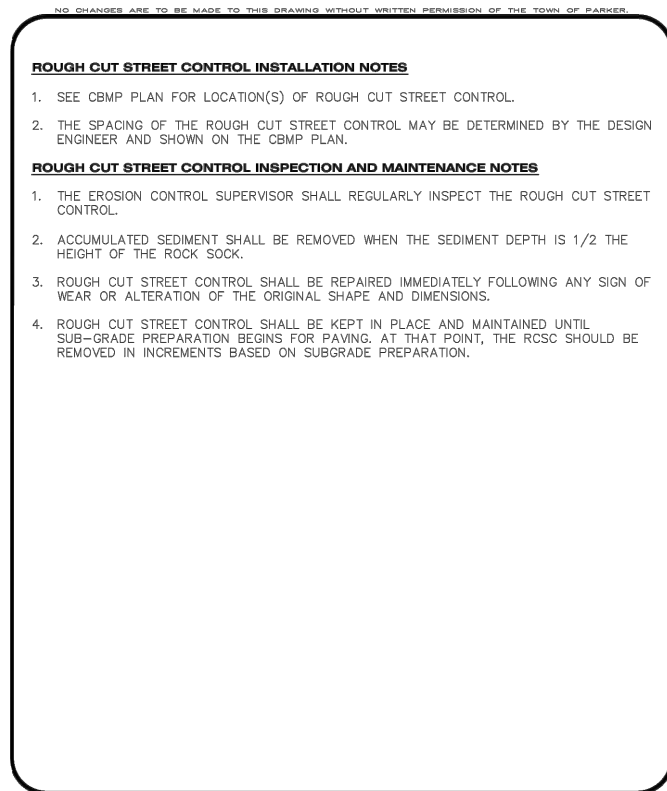
CBMP | **RS**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
Town of Parker | COLORADO | Oct. 2013



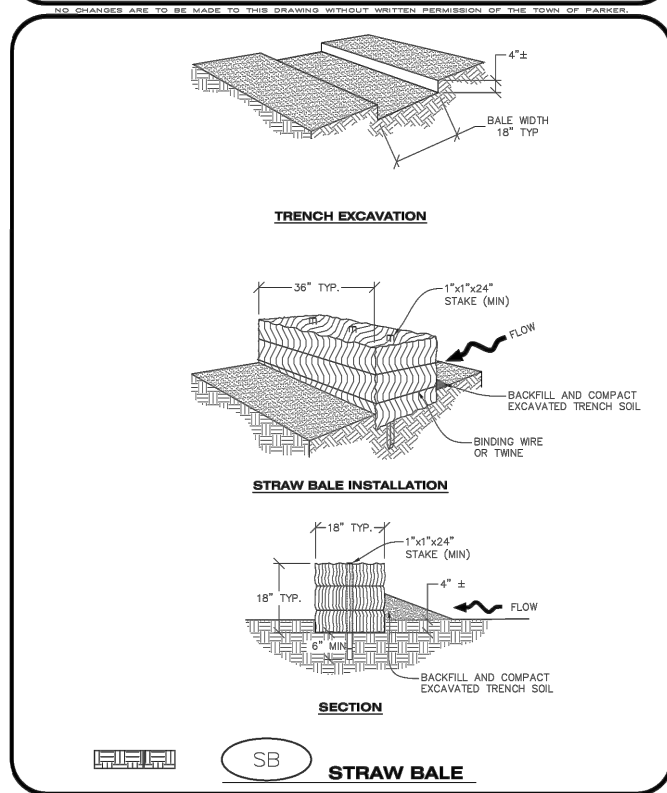
CBMP | **RCSC**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
Town of Parker | COLORADO | Oct. 2013



CBMP | **RSS**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 1
Town of Parker | COLORADO | Oct. 2013



CBMP | **RCSC**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 2 OF 2
Town of Parker | COLORADO | Oct. 2013



CBMP | **SB**
CONSTRUCTION BEST MANAGEMENT PRACTICES | 1 OF 2
Town of Parker | COLORADO | Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS

DRAWN: MAB

CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY



LEMON GULCH CHANNEL IMPROVEMENTS AT LOOKING GLASS

EROSION CONTROL

GESC DETAILS

DATE: 2/6/2020

DRAWING NO.: EC-8

SHEET NO.: 30 OF 33

PLOTTED: 2/6/2020 2:54:13 PM
NAME: P:2019 PROJECTS\19-037 01 LEMON GULCH AT LOOKING GLASS - MHFDCAD\DRAWINGS\BRANDY GULCH\19-037 01_BG-DET-GESC.DWG

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SEEDING AND MULCHING SHALL BE PERFORMED ACCORDING TO THE ACCOMPANYING DETAIL(S) AND TEXT. NO EXCEPTIONS SHALL BE MADE

- SEE PLAN VIEW FOR:
 - LOCATION(S) OF SEEDING AND MULCHING
 - TYPE OF SEED MIX
- SEED MIXES MAY CONFORM TO THE TABLE PROVIDED WITH THE SMC NOTES OR ALTERNATIVES MAY BE ALLOWED WITH PRIOR PERMISSION BY THE TOWN'S INSPECTOR.
- SEEDING MAY BE PERFORMED YEAR ROUND ASSUMING THE SOIL IS NOT FROZEN. SEEDING DURING TIMES OF EXTREME TEMPERATURES SHOULD BE AVOIDED IF POSSIBLE.
- AT THE BEGINNING OF THE LAND DISTURBANCE ACTIVITIES, IT IS HIGHLY RECOMMENDED THAT AN APPROPRIATE AMOUNT OF NATIVE TOPSOIL BE STRIPPED FROM THE SITE AND STOCKPILED. ALL AREAS, PRIOR TO PERMANENT SEEDING AND MULCHING, WILL LIKELY NEED TO BE COVERED WITH AN APPROPRIATE LAYER OF TOPSOIL. THIS REQUIREMENT APPLIES TO ALL AREAS WHERE NATIVE SEEDING IS SPECIFIED ON THE CBMP PLAN AND/OR LANDSCAPING PLANS.
- IT IS STRONGLY RECOMMENDED THAT SAMPLES FROM THE STRIPPED TOPSOIL BE PROPERLY COLLECTED AND TESTED BY A QUALIFIED LABORATORY TO ENSURE ADEQUATE NUTRIENT CONTENT PRIOR TO SEEDING AND MULCHING. IF IT IS DISCOVERED THAT THE TOPSOIL IS VOID OF THE NUTRIENTS NECESSARY TO SUCCESSFULLY ESTABLISH THE REQUIRED VEGETATION, THEN THE APPROPRIATE AMENDMENTS SHALL BE ADDED.
- ALL AREAS TO BE SEEDDED AND MULCHED SHALL BE SURFACE ROUGHENED ACCORDING TO THE SURFACE ROUGHENING DETAILS AND NOTES. SURFACE ROUGHENING SHALL OCCUR AFTER PLACEMENT OF THE TOPSOIL.
- WHEN INSTALLED WITH A DRILL SEEDER, SEED SHALL BE PLACED AT A DEPTH OF $\frac{1}{4}$ - $\frac{1}{2}$ INCH. ROW SPACING SHALL BE NO MORE THAN 6-INCHES.
- ALL AREAS INCAPABLE OF BEING DRILL SEEDDED SHALL BE SURFACE ROUGHENED ACCORDING TO THE SURFACE ROUGHENING NOTES OR EFFECTIVELY ROUGHENED USING A HARROW OR OTHER SUCH IMPLEMENT. ALL AREAS SHALL BE UNIFORMLY HAND BROADCASTED WITH THE PROPER SEED MIX APPLIED AT TWO TIMES THE DRILL SEEDDED RATE. BROADCASTED AREAS SHALL THEN BE RE-HARROWED OR RE-RAKED USING A HARD-TIPPED RAKE TO ENSURE THAT SEEDS ARE BURIED TO AN APPROXIMATE DEPTH OF $\frac{1}{4}$ - $\frac{1}{2}$ INCH.
- AFTER SEEDING HAS BEEN COMPLETED, MULCH SHALL BE UNIFORMLY APPLIED AT A RATE OF 2 TONS/ACRE (4,000 LBS/ACRE). MULCH SHALL BE MECHANICALLY CRIMPED TO A DEPTH OF 2 INCHES USING A CRIMPER. MULCH SHALL BE HAND CRIMPED AND COVERED WITH A TACKIFIER IN AREAS WHERE MECHANICAL CRIMPING IS NOT POSSIBLE. WHEN SOILS PERMIT, ALL MULCH SHALL BE CRIMPED SUCH THAT THE INDIVIDUAL PIECES OF STRAW OR HAY FORM EXAGGERATED V-SHAPES PROTRUDING OUT OF THE GROUND SEVERAL INCHES.
- IN CERTAIN INSTANCES, IT MAY BE NECESSARY TO APPLY A TACKIFIER IN ORDER TO HELP WITH STRAW DISPLACEMENT. TACKIFIER SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SMC
1 OF 3
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SURFACE ROUGHENING INSTALLATION NOTES

- SEE CBMP PLAN FOR LOCATION(S) OF SURFACE ROUGHENING.
- DISTURBED AREAS THAT REMAIN INACTIVE FOR 15 DAYS OR MORE MUST RECEIVE SURFACE ROUGHENING OR ANOTHER APPROVED BMP FROM THE SDCM. DETERMINATION OF JOB SITE INACTIVITY IS AT THE DISCRETION OF THE TOWN'S INSPECTOR.
- FOR STEEP SLOPES (3:1 OR STEEPER), IT IS ACCEPTABLE TO "TRACK" THE SLOPES, ACCORDING TO THE CBMP DETAILS.
- SCHEDULES FOR REQUIRING STABILIZATION MAY BE MODIFIED BY THE PERMITTEE TO ALLOW FOR SPECIAL CONSIDERATIONS SUCH AS STABILIZING ACCESS AREAS AND AREAS IN CLOSE PROXIMITY TO CONTINUING CONSTRUCTION.

SURFACE ROUGHENING INSPECTION AND MAINTENANCE NOTES

- THE EROSION CONTROL SUPERVISOR SHALL PROACTIVELY INSPECT THE SURFACE ROUGHENING.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SR
2 OF 2
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

SEEDING AND MULCHING MAINTENANCE NOTES

- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE SEEDING AND MULCHING.
- ANY SEEDED AND MULCHED AREAS THAT BECOME DAMAGED SHALL BE REPAIRED WITHIN THE TIME FRAME SPECIFIED BY THE TOWN'S INSPECTOR.

WEED MANAGEMENT

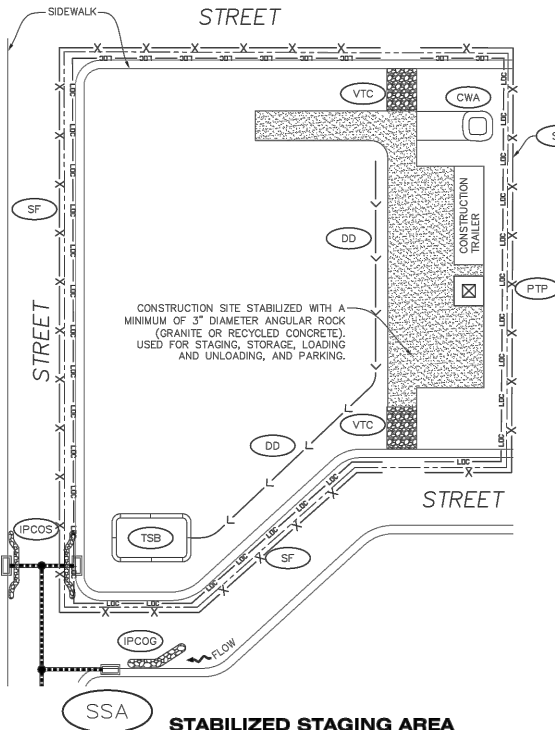
- ALL HERBICIDES SHALL BE APPLIED BY COMMERCIAL PESTICIDE APPLICATORS LICENSED BY THE COLORADO DEPARTMENT OF AGRICULTURE AS QUALIFIED APPLICATORS. THE CONTRACTOR SHALL FURNISH DOCUMENTATION OF SUCH LICENSING PRIOR TO HERBICIDE APPLICATION.
- HERBICIDE APPLICATION METHOD SHALL BE SUCH THAT PLANT GROWTH OUTSIDE THE DESIGNATED TREATMENT AREAS WILL NOT BE DAMAGED. ALL DAMAGE CAUSED BY IMPROPER HERBICIDE APPLICATION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- HERBICIDES SHALL BE APPLIED DURING THE APPROPRIATE SEASONS, WHEN TARGET PLANTS ARE ACTIVELY GROWING.
- AFTER THE GRASS SEED IS ESTABLISHED, APPROPRIATE HERBICIDES SHALL BE APPLIED TO CONTROL THE REMAINING WEEDS TO ENSURE A TIMELY RETURN OF THE FINANCIAL SECURITY. PROPER TIMING OF HERBICIDE APPLICATIONS ARE NECESSARY TO ACHIEVE THE SUPPRESSION OF WEED SEED PRODUCTION AND DEPLETION OF WEED ROOT MASS. ULTIMATELY, THE HERBICIDES USED SHALL BE BASED UPON THE TARGET WEEDS.
- HERBICIDE TREATMENTS SHALL CONTINUE AT AN APPROPRIATE RATE UNTIL IT IS EVIDENT THAT WEED GROWTH PRESENCE AND GROWTH IS MINIMAL AND MAY BE CONTROLLED THROUGH MOWING AND/OR ANNUAL HERBICIDE TREATMENT.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SMC
2 OF 3
Oct. 2013

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STABILIZED STAGING AREA



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SSA
1 OF 2
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

TOWN OF PARKER, SEED MIX 1

5% CANADA WILDRIE
18% CRESTED WHEATGRASS
15% SLENDER WHEATGRASS
10% ANNUAL RYEGRASS
10% SHEEP FESCUE
10% BIG BLUE STEM
10% SIDONIA GRAMA
5% CANADA BLUEGRASS
5% BLUE GRASS

SEEDING RATE:
DRILLED: 25 LBS/ACRE
BROADCAST: 50 LBS/ACRE

TOWN OF PARKER, SEED MIX 2

22% SLENDER WHEATGRASS
18% SODAR STREAMBANK WHEATGRASS
13% ARIZONA FESCUE
13% BLUE GRAMA
12% BUFFALOGRASS
12% BARLEY OR OATS
5% SPIKE MUHLY
5% INDIAN RICEGRASS

SEEDING RATE:
DRILLED: 25 LBS/ACRE
BROADCAST: 50 LBS/ACRE

TOWN OF PARKER, SEED MIX 3 (LOW-GROWTH MIX)

25% EPHRAIM CRESTED WHEATGRASS
23% SHEEP FESCUE
18% PERENNIAL RYEGRASS
13% CANADA BLUEGRASS
12% BARLEY OR OATS
9% BLUE FESCUE

SEEDING RATE:
DRILLED: 25 LBS/ACRE
BROADCAST: 50 LBS/ACRE

SEED MIX 4:
OTHER SEED MIXES APPROVED BY THE TOWN OF PARKER

SEE SEED MIX, DWG. L-5



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SMC
3 OF 3
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.

STABILIZED STAGING AREA INSTALLATION NOTES

- SEE CBMP PLAN FOR LOCATION OF STAGING AREA. CONTRACTOR MAY MODIFY LOCATION AND SIZE OF STABILIZED STAGING AREA WITH TOWN APPROVAL.
- STABILIZED STAGING AREA SHALL BE LARGE ENOUGH TO FULLY CONTAIN PARKING, STORAGE, AND LOADING OPERATIONS.
- THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM OF 3" DIAMETER OF ANGULAR ROCK (GRANITE OR RECYCLED CONCRETE).
- SSA FOR SMALLER SITES MAY NOT BE PRACTICAL. IN THESE AND SIMILAR SITUATIONS, VARIANCES MAY BE PERMITTED BY THE TOWN.

STABILIZED STAGING AREA INSPECTION AND MAINTENANCE NOTES

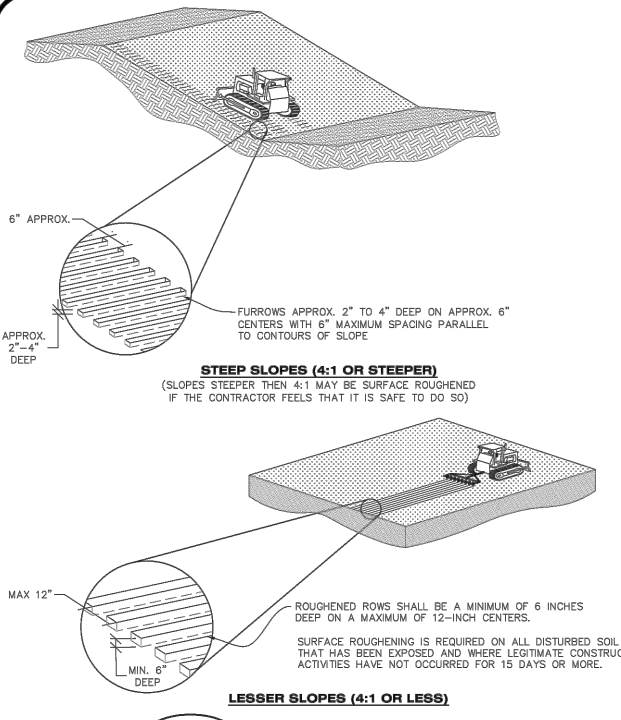
- THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE STAGING AREA.
- STABILIZED STAGING AREA SHALL BE ENLARGED AS NECESSARY TO CONTAIN PARKING, STORAGE, LOADING, AND UNLOADING.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SSA
2 OF 2
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.



STEEL SLOPES (4:1 OR STEEPER)
(SLOPES STEEPER THAN 4:1 MAY BE SURFACE ROUGHENED IF THE CONTRACTOR FEELS THAT IT IS SAFE TO DO SO)

LESSER SLOPES (4:1 OR LESS)

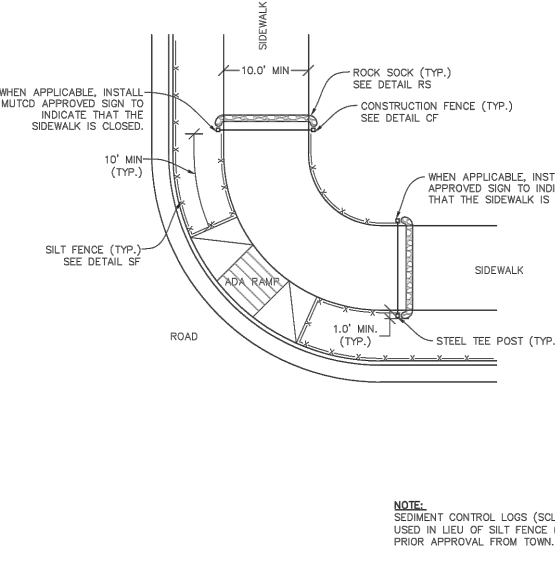
SURFACE ROUGHENING



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

SR
1 OF 2
Oct. 2013

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE TOWN OF PARKER.



SIDEWALK TRANSITION PROTECTION (AT INTERSECTION)

NOTE:
SEDIMENT CONTROL LOGS (SCL) MAY BE USED IN LIEU OF SILT FENCE (SF) WITH PRIOR APPROVAL FROM TOWN.



CBMP
CONSTRUCTION BEST MANAGEMENT PRACTICES

STP
1 OF 3
Oct. 2013

PREPARED UNDER THE SUPERVISION OF

DESIGNED: KMS
DRAWN: MAB
CHECKED: SAR

100% DESIGN

PROJECT NO. 19-037.01

SHEET REVISIONS			
NO.	DATE	DESCRIPTION	BY

**MULLER**
ENGINEERING COMPANY
777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

**MILE HIGH FLOOD DISTRICT**

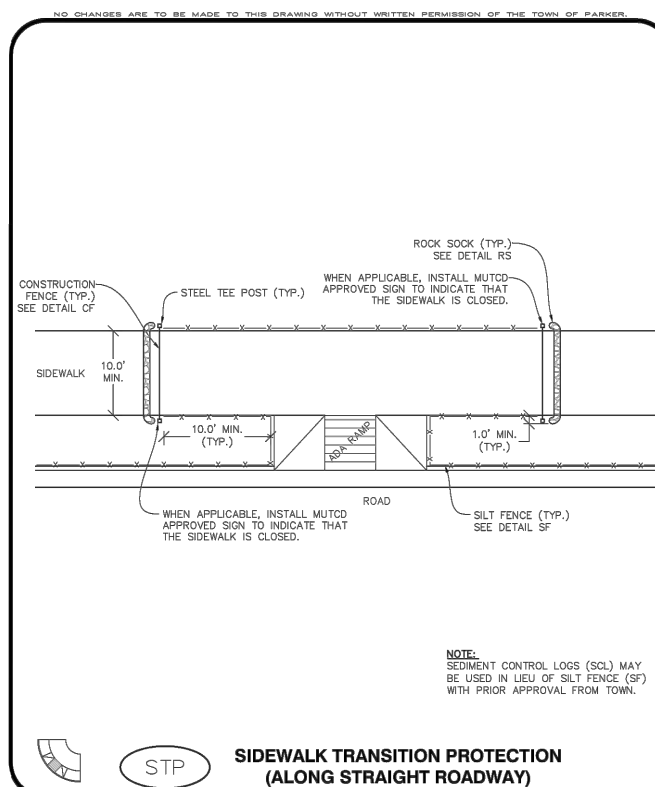
**PARKER**
COLORADO

LEMON GULCH CHANNEL IMPROVEMENTS
AT LOOKING GLASS

EROSION CONTROL

GESC DETAILS

DATE
2/6/2020
DRAWING NO.
EC-10
SHEET NO.
32 OF 33



- ### TEMPORARY SEDIMENT BASIN INSTALLATION NOTES

1. SEE CBMP PLAN FOR LOCATION(S) OF SEDIMENT BASIN(S).
2. THE TEMPORARY SEDIMENT BASIN(S) SHALL BE INSTALLED AND FUNCTIONING PRIOR TO ANY OTHER GRADING ACTIVITIES.
3. THE EXACT DIMENSIONS AND DETAILS OF THE TEMPORARY SEDIMENT BASIN SHALL BE DETERMINED BY THE DESIGN ENGINEER, IN ACCORDANCE WITH UDFCD VOLUME 3, AS AMENDED.
4. EMBANKMENT MATERIAL SHALL CONSIST OF SOIL FREE OF DEBRIS, ORGANIC MATERIAL, AND ROCKS OR CONCRETE GREATER THAN 3" AND SHALL HAVE A MINIMUM OF 15% BY WEIGHT PASSING THE NO. 200 SIEVE.
5. EMBANKMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% DENSITY, AND WITHIN +/- 2% OF OPTIMUM MOISTURE IN ACCORDANCE WITH ASTM D698.
6. AN APPROPRIATELY SIZED DEWATERING BAG SHALL BE SECURED TO THE END OF THE DISCHARGE PIPE. THE DEWATERING BAG SHALL BE REPLACED ONCE SEDIMENT ACCUMULATION REACHES 50%.

TEMPORARY SEDIMENT BASIN INSPECTION AND MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE TEMPORARY SEDIMENT BASIN.
2. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT REACHES A DEPTH OF 2.0', OR WITHIN 2.0' OF THE SPILLWAY CREST, OR AS OTHERWISE DIRECTED BY THE TOWN'S INSPECTOR.
3. SEDIMENT BASINS SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED UNTIL UPSTREAM VEGETATIVE COVER HAS REACHED A CONSISTENT DENSITY OF AT LEAST 70% OF FULL VEGETATIVE COVER AND EROSION AND SEDIMENTATION IS NO LONGER A POSSIBILITY AS DETERMINED BY THE TOWN'S INSPECTOR.

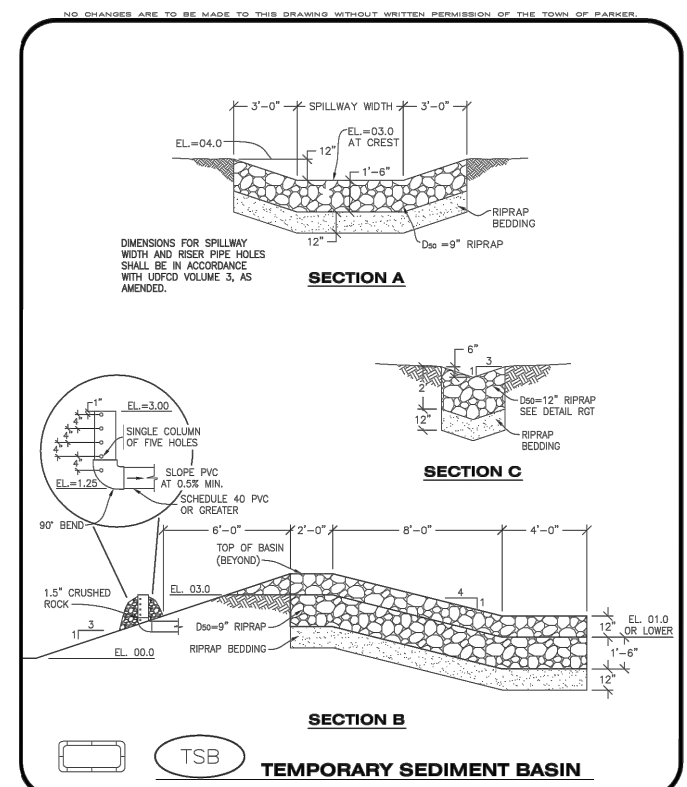
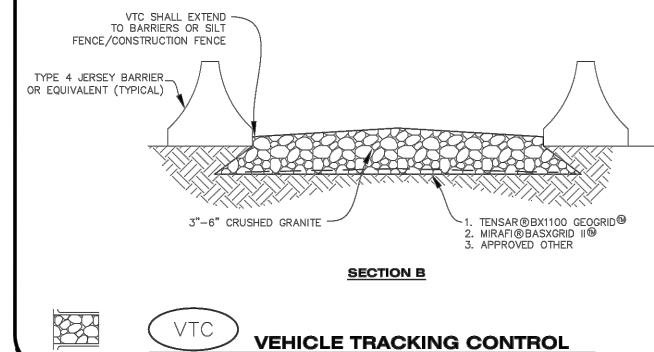
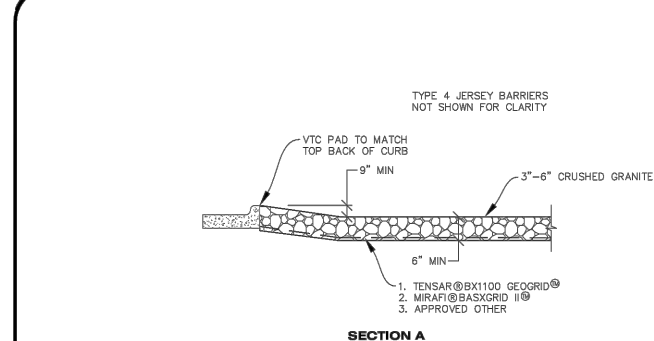
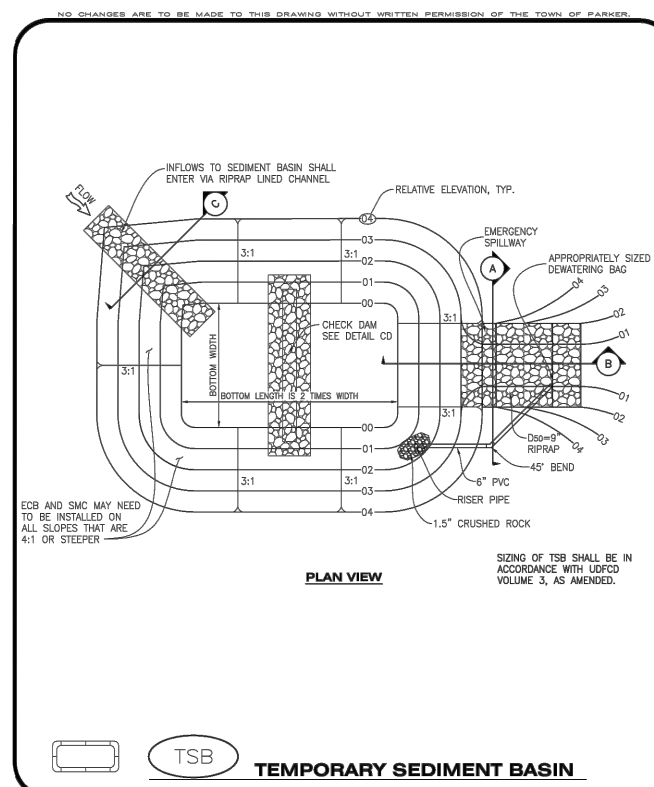


- ### SIDEWALK TRANSITION PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION(S) OF SIDEWALK TRANSITION PROTECTION.
2. ROCK SOCK SHALL BE CONSTRUCTED ACCORDING TO THE DETAIL (SEE DETAIL RS).
3. SILT FENCE SHALL BE CONSTRUCTED ACCORDING TO THE DETAIL (SEE DETAIL SF).
4. CONSTRUCTION FENCE SHALL BE CONSTRUCTED ACCORDING TO THE DETAIL (SEE DETAIL CF).
5. SEDIMENT CONTROL LOGS MAY BE USED IN LIEU OF SILT FENCE WITH PRIOR APPROVAL FROM THE TOWN.

SIDEWALK TRANSITION PROTECTION INSPECTION & MAINTENANCE NOTES

1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE SIDEWALK TRANSITION INSPECTION.



VEHICLE TRACKING CONTROL PAD INSTALLATION NOTES

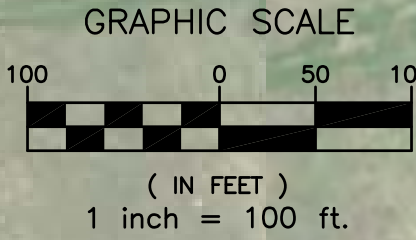
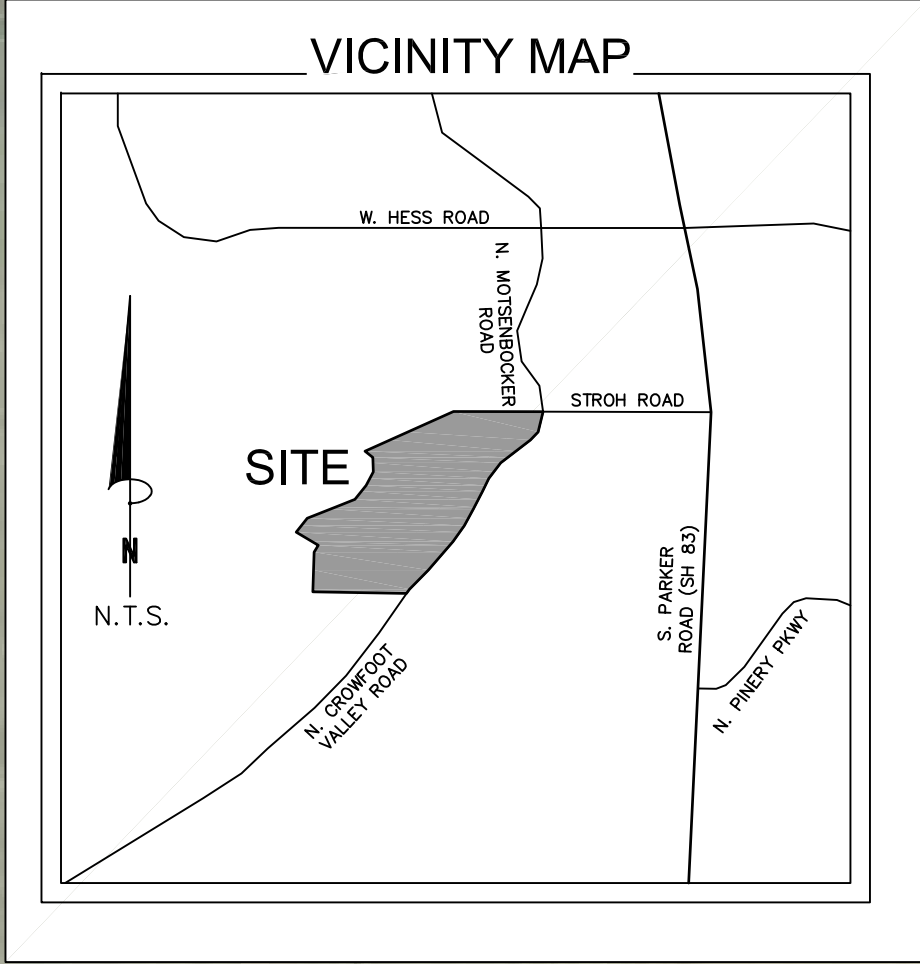
1. SEE CBMP PLAN FOR LOCATION(S) OF VEHICLE TRACKING CONTROL PAD(S).
2. ALL CONSTRUCTION TRAFFIC MUST ENTER AND EXIT THE SITE THROUGH THE APPROVED ACCESS POINT(S). A VEHICLE TRACKING CONTROL PAD IS REQUIRED AT ALL APPROVED ACCESS POINTS TO THE SITE. EXCEPTIONS MAY BE CONSIDERED FOR CONSTRUCTION ACTIVITY OCCURRING IMMEDIATELY ADJACENT TO PAVED AREAS AND WHERE ALTERNATIVE BMP'S ARE IMPLEMENTED. SUCH ACTIVITY MAY INCLUDE, BUT NOT BE LIMITED TO RESIDENTIAL CONSTRUCTION, UTILITY CONSTRUCTION, ETC.
3. THE VEHICLE TRACKING CONTROL PAD(S) INDICATED ON CBMP PLAN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
4. VEHICLE TRACKING CONTROL PADS SHALL BE A MINIMUM OF 50- FEET LONG AND 10- FEET WIDE, UNLESS A VARIANCE HAS BEEN GRANTED BY THE TOWN'S INSPECTOR.
5. A BIAXIAL GEO- GRID SHALL BE PLACED UNDER THE VEHICLE TRACKING CONTROL PAD PRIOR TO THE PLACEMENT OF ROCK. THE AREA SHALL BE FREE FROM ANY VOIDS, ROCKS AND DEBRIS. THE BIAXIAL GEO- GRID SHALL BE TENSAR BX1100, MIRAFI BASXGRID II, OR AN APPROVED EQUAL. GEO- GRID SHALL BE PLACED, AND APPROPRIATELY OVERLAPPED IF NECESSARY, TO COVER THE ENTIRE LENGTH AND WIDTH OF THE VEHICLE TRACKING CONTROL PAD.
6. CRUSHED ROCK SHALL BE A MINIMUM OF 3-6" GRANITE WITH A FRACTURED FACE (ALL SIDES).

VEHICLE TRACKING CONTROL PAD INSTALLATION AND MAINTENANCE NOTES

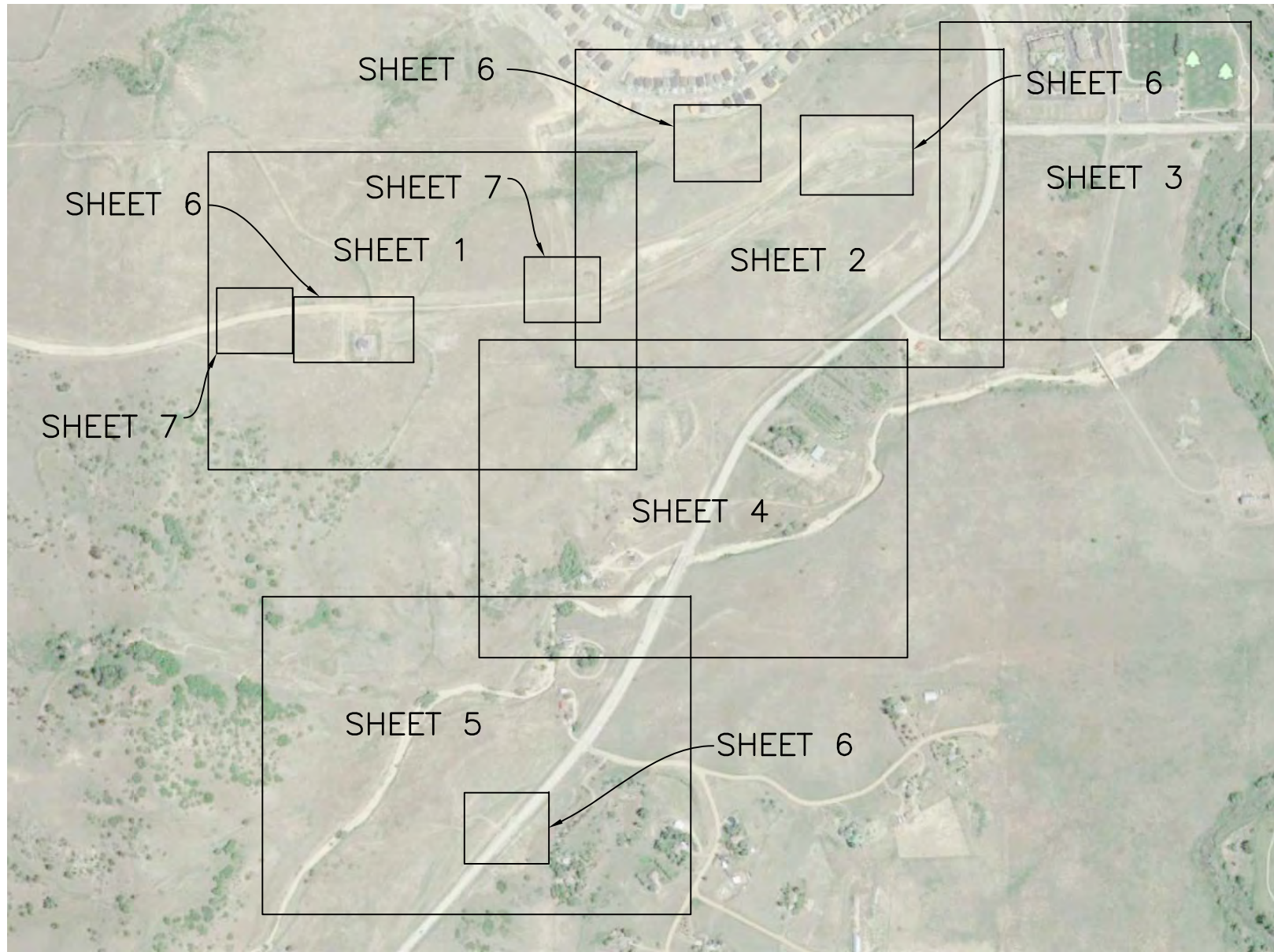
1. THE EROSION CONTROL SUPERVISOR SHALL REGULARLY INSPECT THE VEHICLE TRACKING CONTROL PAD.
2. WHEN THE VEHICLE TRACKING CONTROL PAD IS REMOVED, ANY DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE VEHICLE TRACKING CONTROL PAD SHALL BE ROUGHENED, SEEDED, MULCHED, AND CRIMPED PER THE TOWN'S SPECIFICATIONS (SEE DETAIL SMC).
3. THE VEHICLE TRACKING CONTROL PAD SHALL BE MAINTAINED SUCH THAT THE ROCK REMAINS RELATIVELY LOOSE AND ACCUMULATED MUD AND OTHER DEBRIS IS REGULARLY REMOVED.



PREPARED UNDER THE SUPERVISION OF	DESIGNED: KMS	100% DESIGN PROJECT NO. 19-037.01	SHEET REVISIONS			
	DRAWN: MAB		NO.	DATE	DESCRIPTION	BY
	CHECKED: SAR					



KEY MAP:



NOTES:

- This is a topographic map. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed Clark Land surveying Inc.
- Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Public utility locate request was made under Ticket No. A916102859-00A dated 06/10/19.
- BENCHMARK: Elevation = 6126.68' (NGVD 1929).
- Field work for this survey was completed on July 1, 2019.
- All services are modelled using RTK GPS surveyed locations from site markings as located by Clark Land Surveying.
- This plan has been prepared for design only, All services must be located/potholed by the contractor prior to excavation or construction.
- All levels noted, refer to existing ground level where survey was taken. Depth indicators noted down to service, represent approx. depth to top of service, as marked up on site using GPR.
- Boundaries have been shown in an approximate way only, information obtained from overlays and/or images may be used as a guide only

LEGEND:	
	SITE BENCHMARK
	FOUND MONUMENT (ALIQUT)
	FOUND CONTROL POINT
	FOUND MONUMENT (AS NOTED)
	SANITARY MANHOLE
	STORM MANHOLE
	FIRE HYDRANT
	WATER VALVE
	WATER MANHOLE
	WATER MARKER
	WATER WELL
	ELECTRIC TRANSFORMER
	ELECTRIC VAULT
	TELEPHONE MANHOLE
	TELEPHONE VAULT
	TELEPHONE PEDESTAL
	TELEPHONE MARKER
	GAS MARKER
	TRAFFIC SIGNAL LIGHT
	TRAFFIC CROSSWALK BUTTON
	TRAFFIC SIGNAL MAST
	STORM LINE (UNDERGROUND)
	WATER LINE (UNDERGROUND)
	GAS LINE (UNDERGROUND)
	ELECTRIC LINE (UNDERGROUND)
	ELECTRIC LINE (OVERHEAD)
	TELEPHONE LINE (UNDERGROUND)
	CONCRETE AREA
	QUALITY LEVEL "A"
	QUALITY LEVEL "B"
	QUALITY LEVEL "C"
	QUALITY LEVEL "D"

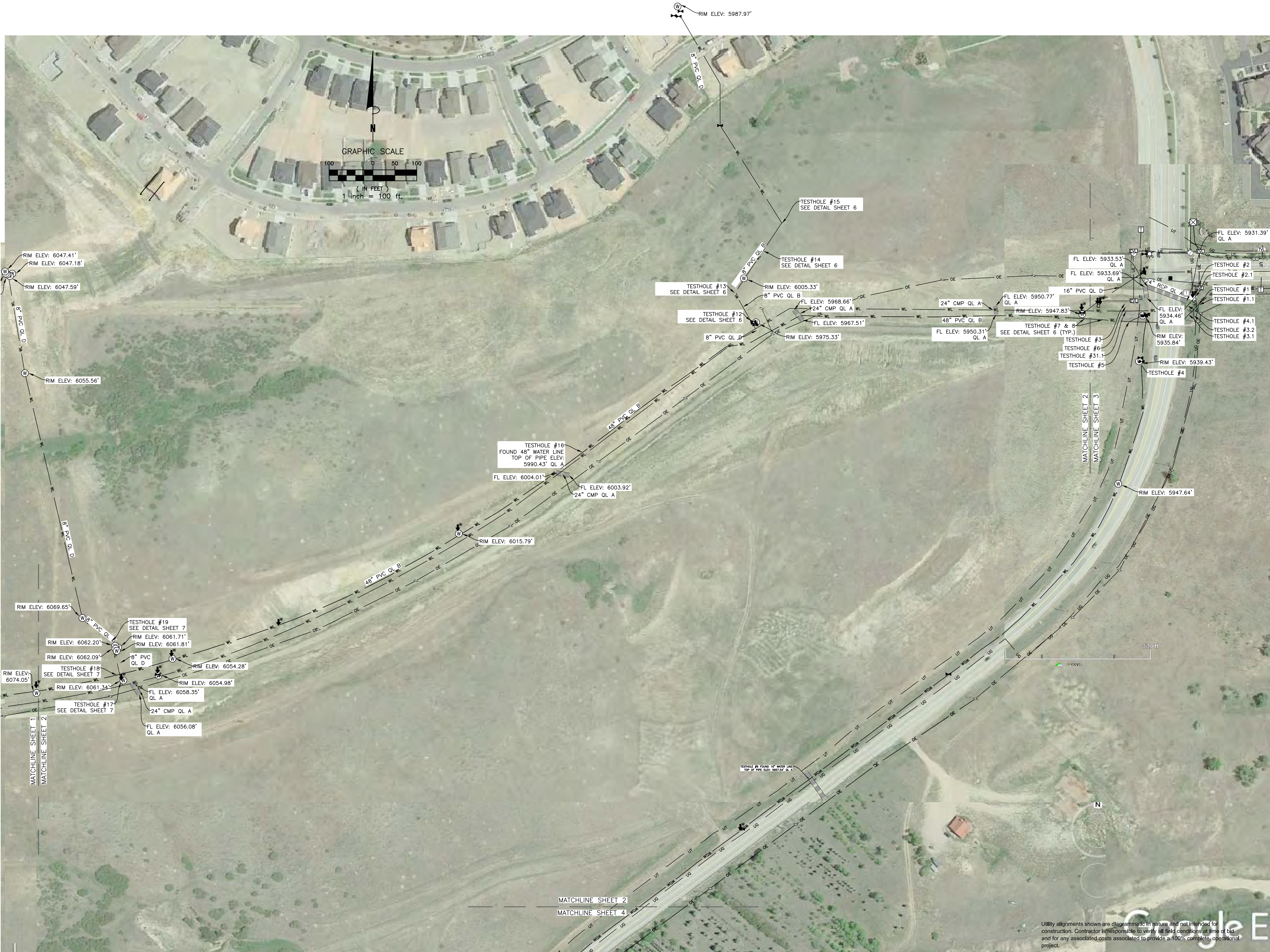
Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Revisions	
No.	Description
1	ADDITIONAL DETAILS

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within the first year after you first discover such defect in no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



TOPOGRAPHIC SURVEY

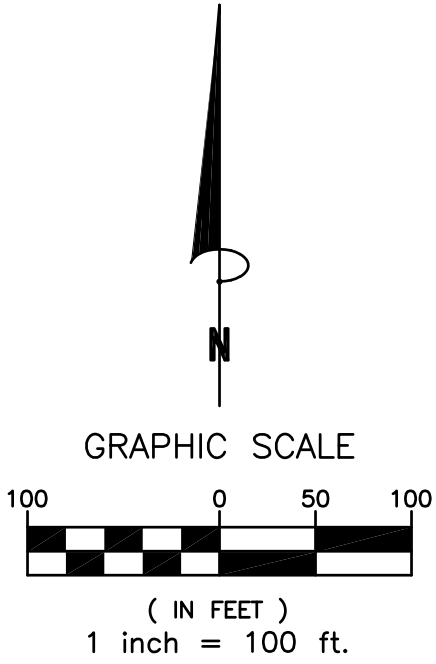
A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No. 190454 Drawn By: PLZ Date: 10/02/2019 Sheet 2 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the date of the survey. No action may be commenced more than ten years from the date of the certification shown herein.

Revisions

No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

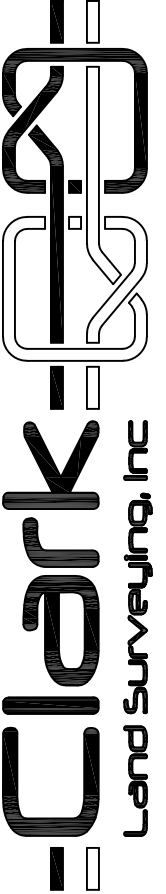
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Checked By:	Date: 10/02/2019
				Sheet 3 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revisions		
No.	Description	Date
1	ADDITIONAL DETAILS	1/8/2020

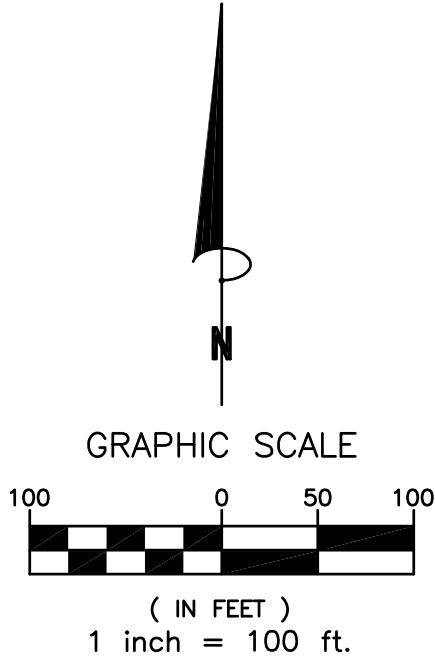


Clark &

Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270

www.clarks.com



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Date: 10/02/2019
		Checked By:	Sheet 4 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any action be commenced later than ten years from the date of the certification shown hereon.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

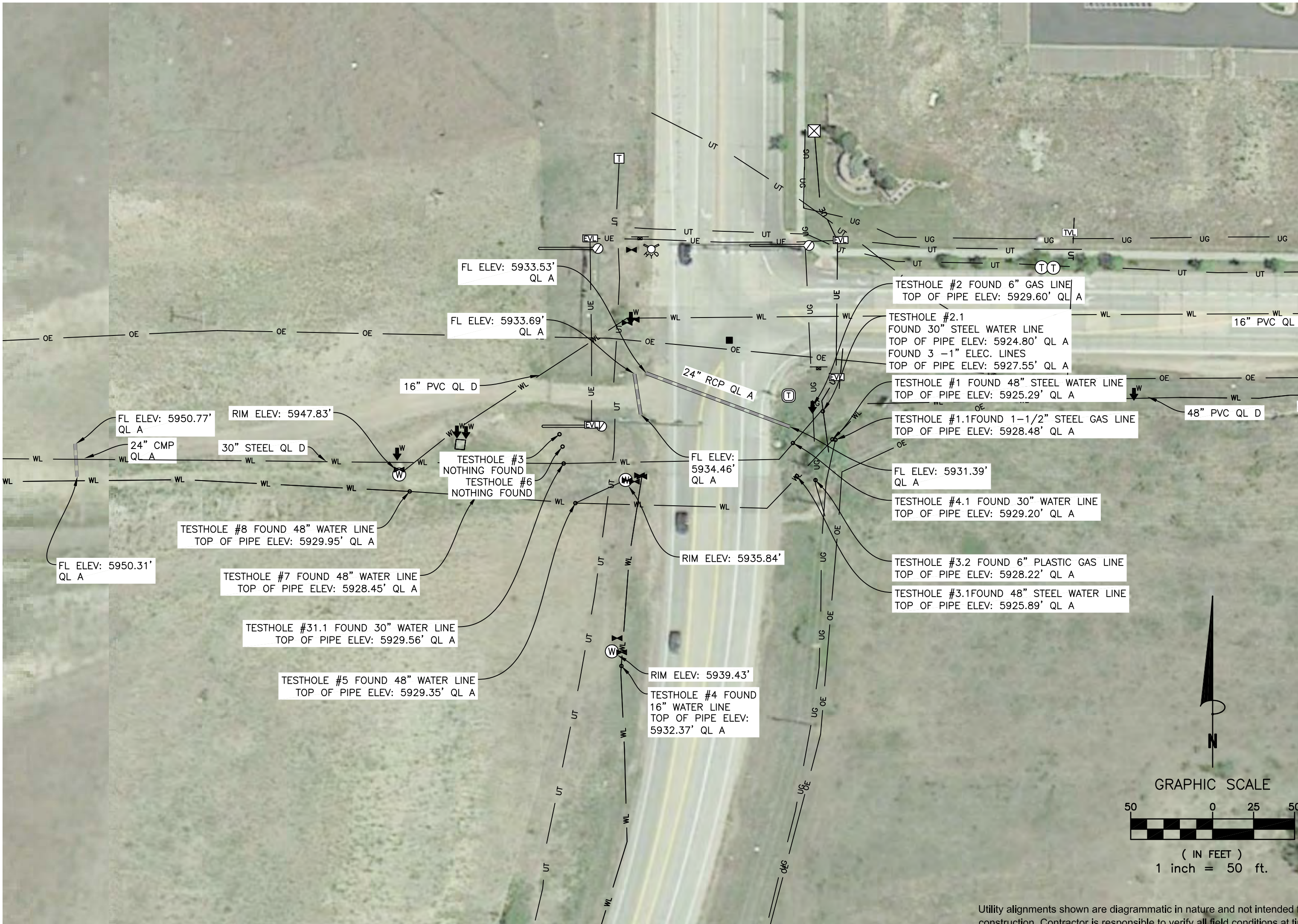
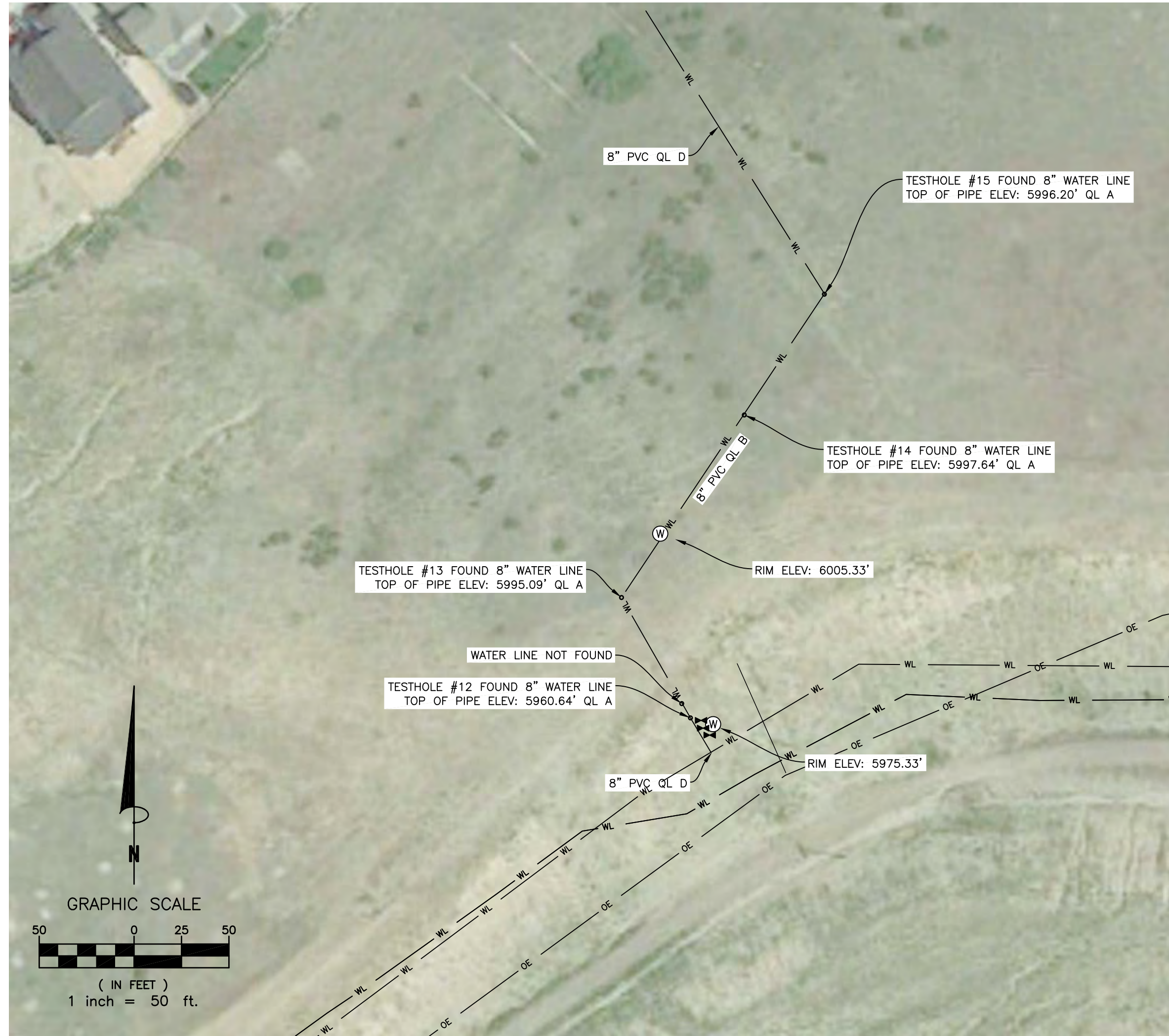
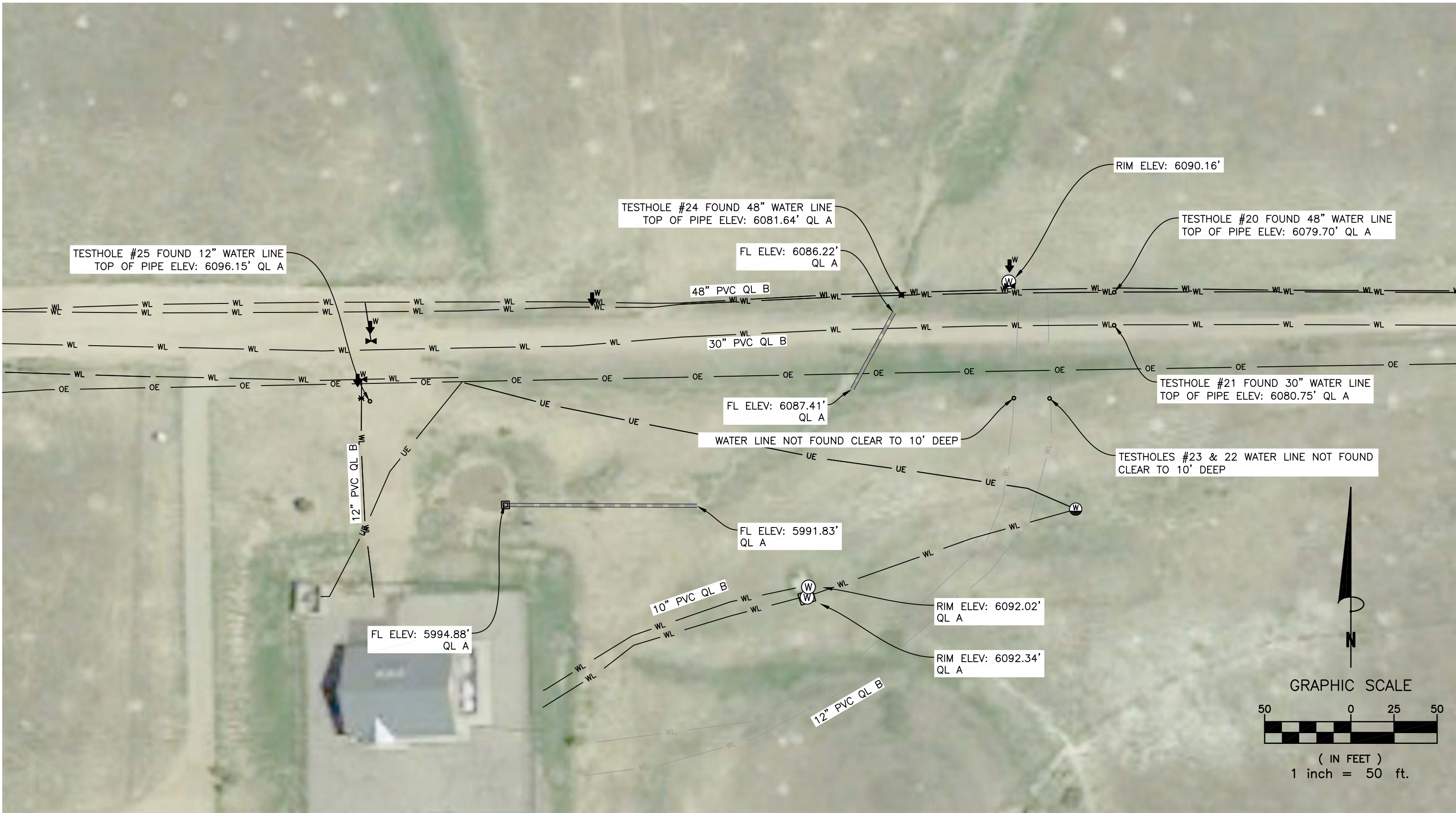
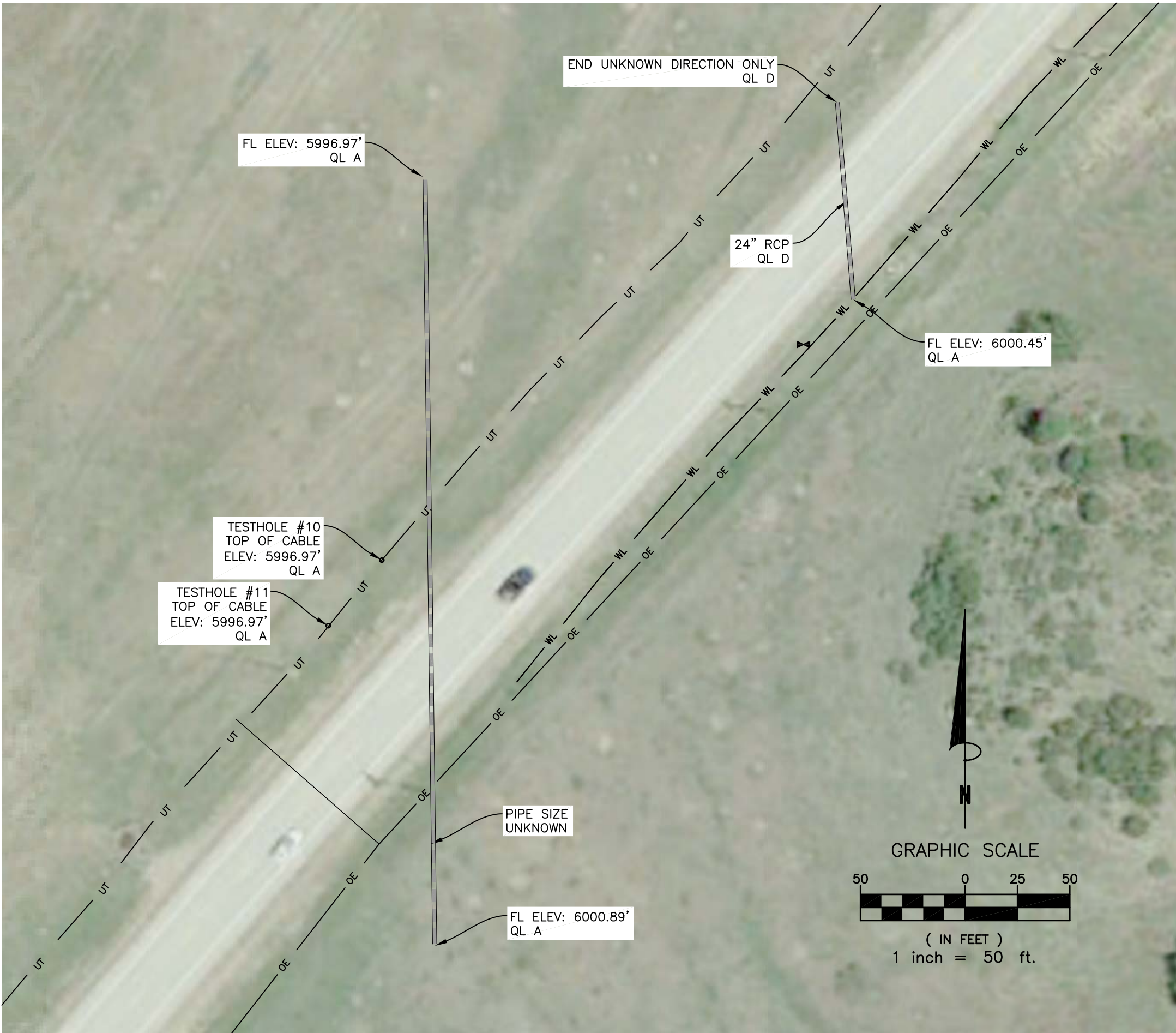
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	Drawn By: PLZ	Date: 10/02/2019
		Checked By:	Sheet 5 of 7

Notice: According to Colorado law you must defend this survey for a period of three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

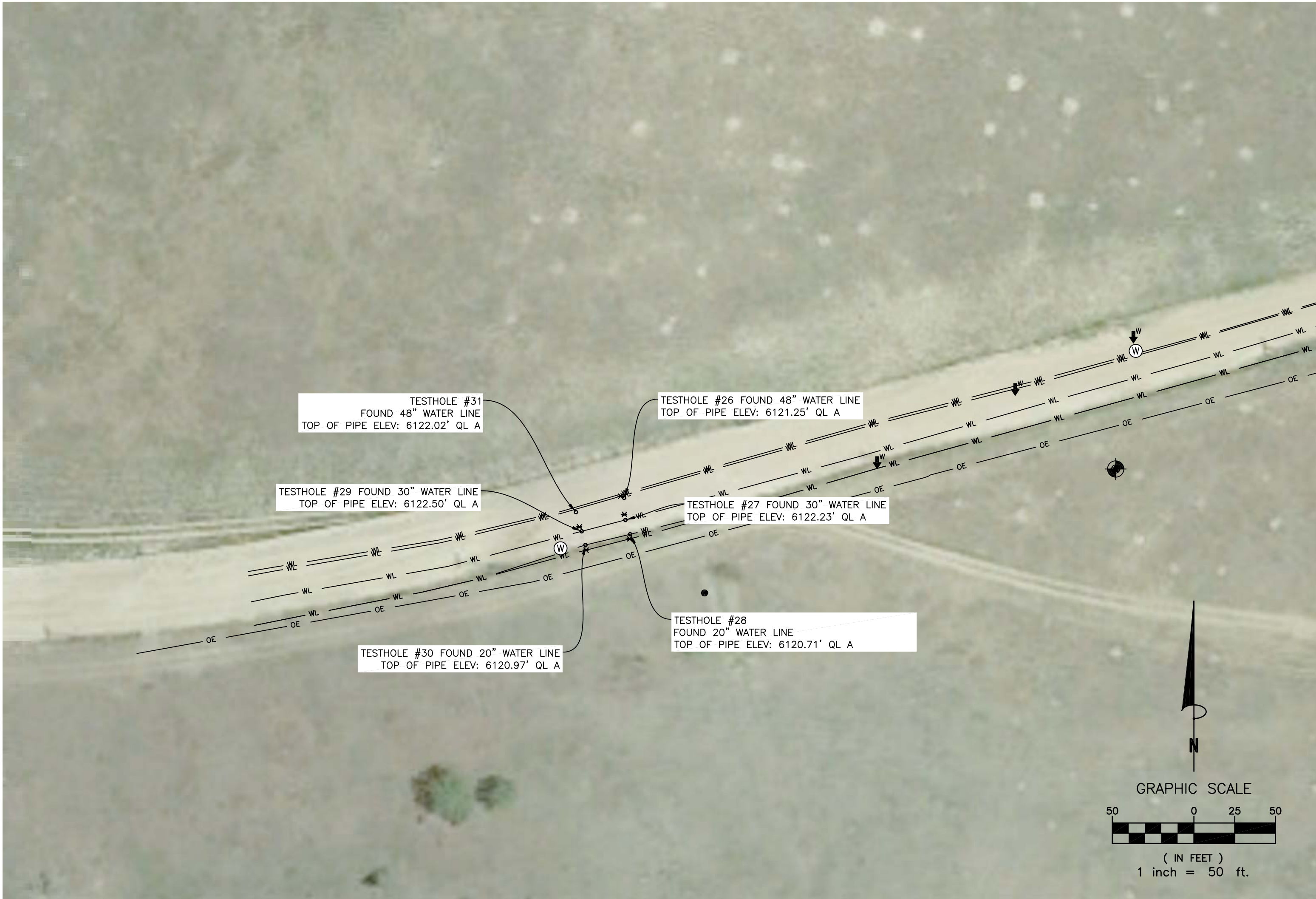
TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No. **190454** Drawn By: PLZ Date: 10/02/2019
Checked By: Sheet 6 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be brought later than the date of the certification shown herein.

No.	Revisions	Description	By	Date
1	ADDITIONAL DETAILS		JPN	1/8/2020



Utility alignments shown are diagrammatic in nature and not intended for construction. Contractor is responsible to verify all field conditions at time of bid and for any associated costs associated to provide a 100% complete, operational project.

TOPOGRAPHIC SURVEY

A PORTION OF SECTIONS 4 AND 5,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF PARKER, DOUGLAS COUNTY, COLORADO

Project No.	190454	
	Drawn By: PLZ	Checked By:

Date: 10/02/2019

Sheet 7 of 7

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than one year from the date of the certification shown herein.

Revisions			
No.	Description	By	Date
1	ADDITIONAL DETAILS	JPN	1/8/2020

2/6/2020

Contractor Input

[illegible]

24	RW-11-003	Type M Void-Filled Riprap, Bench Stabilization Vane	125.0	CY	\$94.00	\$11,750.00
25	RW-11-003	Type M Void-Filled Riprap, Outfall Rundown	51.0	CY	\$94.00	\$4,794.00
26	RW-11-003	Type M Void-Filled Riprap, Rock Ribbon	210.0	CY	\$94.00	\$19,740.00
27	RW-11-003	Type M Void-Filled Riprap, Riprap Lining	731.0	CY	\$94.00	\$68,714.00
28	RW-12-003	Type H Void-Filled Riprap, Trail Crossing	562.0	CY	\$97.00	\$54,514.00
29	RW-12-002	Type L Soil Riprap, Bank Protection 2	336.0	CY	\$85.00	\$28,560.00
30	RW-12-002	Type L Soil Riprap, Trail Crossing	294.0	CY	\$85.00	\$24,990.00
RECREATIONAL TRAIL						
31	SC-08-003	Concrete Trail	299.0	SY	\$71.00	\$21,229.00
32	SC-08-003	Concrete Trail - Thickened Edge with Reinforced Concrete	179.0	SY	\$189.00	\$33,831.00
33	SC-01-001	Trail Crossing #1, Concrete Box Culvert, Cast-In-Place, 3'x10'	52.0	CY	\$1,367.00	\$71,084.00
34	SC-01-001	Trail Crossing #2, Concrete Box Culvert, Cast-In-Place, 3'x10'	69.0	CY	\$1,367.00	\$94,323.00
35	RW-09-001	Filter Material, Granular, Type A	22.0	CY	\$108.00	\$2,376.00
36	RW-09-001	Handrail, Steel	168.0	LF	\$165.00	\$27,720.00
LANDSCAPING						
37	LS-02-006	Erosion Control Blanket, Coir Mat	7,761.0	SY	\$9.75	\$75,669.75
38	LS-02-006	Erosion Control Blanket, Coir Mat, Miscellaneous	2,000.0	SY	\$9.75	\$19,500.00
39	LS-02-007	Erosion Control Blanket, Straw/Coconut Mix, Miscellaneous	2,000.0	SY	\$6.30	\$12,600.00
40	LS-10-005	Seeding, Upland, Xeric	5.1	AC	\$2,003.00	\$10,215.30
41	LS-10-001	Seeding, Riparian, Dry-Mesic	2.2	AC	\$2,205.00	\$4,851.00
42	LS-07-002	Mulch, Crimped Straw	1.6	AC	\$2,050.00	\$3,280.00
43	LS-08-001	Mulch, Hydromulch	5.3	AC	\$2,050.00	\$10,865.00
44	LS-15-001	Biosol	6.9	AC	\$1,685.00	\$11,626.50
45	LS-09-001	Plug, Grass	5,000.0	EA	\$4.50	\$22,500.00
46	LS-14-005	Willow Trench	350.0	LF	\$41.00	\$14,350.00
47	--	Plantings (trees, shrubs, and grass plugs)	1.0	LS	\$25,000.00	\$25,000.00
48	--	Irrigation/Watering	1.0	LS	\$50,000.00	\$50,000.00
BID TOTAL					\$1,069,706.25	

PROPOSAL

Project: Brandy Gulch Channel Improvements at Looking Glass

To: Michael Grabczyk, Town of Parker
Alex Mestdagh, Town of Parker
Barbara Chongtouna, Mile High Flood District

From: Joe Juergensen, Muller Engineering
Sara Johnson, Muller Engineering

Date: February 19, 2020

Subject: Construction Management Services Scope and Fee

This proposal describes a scope of services to complete construction management services for construction of stream restoration improvements for Brandy Gulch at Looking Glass just downstream of the proposed Spirit Trail Boulevard to just upstream of the confluence with Lemon Gulch in Parker, Colorado. This work is based on a 100% design package entitled Brandy Gulch Channel Improvements at Looking Glass, completed by Muller Engineering Company in February 2020. Primary improvements will include two trail crossings and channel and floodplain stabilization, including bank protection, channel grading and rock lining, and revegetation.

Muller will continue to team with Ecological Resource Consultants, Inc. to complete this work. Additional assistance will be provided by CTL Thompson, Inc. The following sections will discuss the scope of services, associated fee, and project schedule for the construction management phase of work.

SCOPE OF SERVICES

Contract Administration

Contract administration for construction services will be provided. This work will be completed by Muller Engineering Company and will include reviewing product submittals, coordinating field engineering and special services, coordination with the Looking Glass team, attending a preconstruction meeting and 17 progress meetings by project managers and/or inspectors (inspector hours are covered under field engineering item) and preparation of meeting notes, assisting with field orders, change orders and partial pay estimates (assume 4), and attending final walk-through and assisting with preparing associated punchlist.

Project management and administration services will also be provided. Schedule and budget updates will be provided with monthly invoicing, including progress reports with invoices. Muller will coordinate with project sponsors as needed throughout the project. The parties expected to be involved in the effort are as follows:

- Mile High Flood District: project sponsor



- Town of Parker: project sponsor
- Looking Glass Team: project sponsor

Field Engineering

Field engineering for construction services will be provided. This will include inspection of the constructed improvements and preparation of inspection reports by Muller Engineering Company. The total duration of inspection services is assumed to be 4 months. The level of effort for inspection by Muller staff over the course of this duration is divided into three categories as described below:

- Light Period (1 month). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 8 hrs/wk Adam and 8 hrs/wk Katy.
- Medium Period (2 months). Assume 2 hrs/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 16 hrs/wk Katy, and 1 hr/wk Andy.
- Heavy Period (1 month). Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 20 hrs/wk Adam, 20 hrs/wk Katy, and 2 hrs/wk Andy.

Specialty inspection will also be provided by subconsultants of Muller. This inspection is presented in the Special Services section of this proposal.

Document Preparation

Preparation of record drawings will be completed by Muller Engineering Company upon completion of the constructed improvements. This work will include a site visit and preparation of a stamped PDF set of drawings. Survey work required for record drawings will be completed by the developer's surveyor, EMK, and is not included in this scope of services.

Special Services

Muller will work with their project partners to provide special services required by the project. Detailed scope and fee information for each of the services will be included in Appendix B once subconsultant scope and fees are received.

Materials testing will be completed by **CTL Thompson, Inc.** as a subconsultant to Muller Engineering Company. These services include moisture/density testing for all earthwork operations, subgrade testing in the vicinity of structures, and concrete/shotcrete testing for concrete structures.

Ecological Resource Consultants, Inc. (ERC) will provide construction inspection for topsoil placement and revegetation work during construction of the proposed improvements as a subconsultant to Muller Engineering Company.

Muller will perform topsoil testing in combination with regular site visits to confirm depths and quality in proposed locations. Topsoil soil samples will be sent to Colorado State University's Soil Analysis Lab for quality testing. Muller will coordinate with ERC to review results and confirm soil amendment specifications.

ASSUMPTIONS AND EXCLUSIONS

1. Legal descriptions and exhibits for easements are not included in this scope of work.

2. Applying for and obtaining the State's Stormwater Discharge permit is not included in this scope and is assumed to be completed by the contractor.
3. For the purposes of environmental permitting, it is assumed that no eligible historic properties are present.
4. Preconstruction and post construction weed management is not included in this scope and fee. It is assumed that this will be coordinated and contracted separate from this contract.
5. Preparing for and submitting a LOMR application to FEMA is not included in this scope and fee.
6. Post construction 404 permit and vegetation monitoring is not included in this scope and fee.
7. Post construction survey for record drawings is not included in this scope and fee.

FEE

The total estimated fee to complete the above scope items is **\$150,598**. A spreadsheet showing anticipated work hours is included in Appendix A. Muller Engineering Company will provide regular communication regarding the status of the budget and notification if requested tasks will require more time than shown in the fee.

SCHEDULE

It is assumed that major construction will begin in April 2020 and will last until July 2020, for a total of 4 months. The proposed scope of work will follow the progress of construction. Post construction services, including record drawings and reporting will be completed within three months of substantial completion of the constructed improvements. Muller will work with the project sponsors to refine this schedule as needed.

We appreciate the opportunity to assist you with construction of this project. We look forward to working together to bring this project to a successful completion.

Please contact us at 303-988-4939 if you have any questions regarding this proposal.

Appendix A

Detailed Fee Estimate

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE



CLIENT:
Mile High Flood District
PROJECT:
Brandy Gulch Channel Improvements at Looking Glass

PROPOSAL NO.: 918.25
PROJECT NO.: 19-037.03
PREPARED BY: SDW
DATE: 2/19/2019
CHECKED BY: SRJ
PROPOSED TOTAL FEE: \$ 150,598

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)						EXPENSES							TOTALS			
		JPJ	SRJ	APD	KMS	ASP	MAB	OUTSIDE SERVICES	TRAVEL / LIVING	REPRODUCTION	EQUIPMENT	DELIVERY / POSTAGE	MISCELLANEOUS	VENDOR (MISC.)	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		Senior Project Manager 8	Project Manager 6 (H)	Construction Manager 5	Design Engineer 3	Senior Project Engineer 6 (H)	Technician/CADD Operator 3											
		2020 Billing Rate >>>	\$191	\$166	\$142	\$121	\$166											
100	Contract Administration																	
	Attend pre-construction meeting.	4	4	4	4				\$ 75						16	\$ 2,480	\$ 75	\$ 2,555
	Review applicable product submittals.	2	4	12	16	4									38	\$ 5,350		\$ 5,350
	Coordinate Field Engineering and Special Services.		4	8											12	\$ 1,800		\$ 1,800
	Coordination with Looking Glass team	12	24	8	8										52	\$ 8,380		\$ 8,380
	Attend progress meetings (Construction Manager and Project Engineer covered in Field Engineering)	18	18			4			\$ 644						40	\$ 7,090	\$ 644	\$ 7,734
	Assist in preparing field orders, change orders, and pay applications (assume 4).		4	8	8										20	\$ 2,768		\$ 2,768
	Project Closeout. Attend final inspection and prepare punch list.	4	4	6	6				\$ 75						20	\$ 3,006	\$ 75	\$ 3,081
	Project Management and Invoicing Reports	2	8												10	\$ 1,710		\$ 1,710
	SUBTOTAL														208	\$ 32,584	\$ 794	\$ 33,378
200	Field Engineering																	
	Muller inspection - Light Period (1 months). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 8 hrs/wk Adam and 8 hrs/wk Katy.	5	18	35	35	0			\$ 563						93	\$ 13,148	\$ 563	\$ 13,711
	Muller inspection - Medium Period (2 months). Assume 2 hrs/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 16 hrs/wk Katy, and 1 hr/wk Andy.	18	52	139	139	9			\$ 1,448						357	\$ 50,121	\$ 1,448	\$ 51,569
	Muller inspection - Heavy Period (1 months). Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 20 hrs/wk Adam, 20 hrs/wk Katy, and 2 hrs/wk Andy.	9	35	87	87	9			\$ 1,046						227	\$ 31,904	\$ 1,046	\$ 32,950
	SUBTOTAL														677	\$ 95,173	\$ 3,057	\$ 98,230
300	Document Preparation																	
	As-built Drawings	2	8	8	16	2	24								60	\$ 7,490		\$ 7,490
	SUBTOTAL														60	\$ 7,490		\$ 7,490
400	Special Services																	
	As-built Survey (EMK)(Paid for by Developer)																	
	Ecology (ERC)							\$ 5,000									\$ 5,000	\$ 5,000
	Materials Testing (CTL Thompson)							\$ 5,000									\$ 5,000	\$ 5,000
	Topsoil							\$ 1,500									\$ 1,500	\$ 1,500
	SUBTOTAL																\$ 11,500	\$ 11,500
	TOTAL HOURS	76	183	315	319	28	24								945			
	TOTAL LABOR	\$ 14,516	\$ 30,378	\$ 44,730	\$ 38,599	\$ 4,648	\$ 2,376									\$ 135,247		
	TOTAL EXPENSES							\$ 11,500	\$ 3,851	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 15,351	
	TOTAL FEE																	\$ 150,598

Appendix B

Detailed Subconsultant Scope and Fee Estimates

- Ecological Resource Consultants, Inc. (No detailed information provided at this time)
- CTL Thompson, Inc. (No detailed information provided at this time)

EXHIBIT D

VEGETATION MAINTENANCE PROPOSAL:

Brandy Gulch Channel Improvements at Looking Glass

February 18, 2020

Prepared by:

Naranjo Civil
Constructors, Inc.

Prepared for:

Ms. Barbara Chongtoua,
P.E., CFM

Project Manager, Stream
Services
Mile High Flood District

Maintenance Proposal: Brandy Gulch at Looking Glass

Introduction

The following management proposal has been developed for Mile High Flood District's (MHFD) project area on Brandy Gulch. NARANJO will implement a vegetation maintenance plan including the following tasks outlined in this proposal.

1 Post Construction Monitoring 2021-2022

NARANJO will conduct 20 site visits at this site during 2021 and 2022. This monitoring will evaluate seedling establishment, noxious and nuisance weed infestations, woody species health and establishment, erosion issues, vegetation establishment, wetland and/or riparian condition, and any other issues that may arise, as requested by MHFD. Each visit will allow NARANJO to plan what work needs to be done at the site immediately and in the future. NARANJO will work closely with all parties involved to effectively implement an adaptive management approach at this site with the goal of enhancing the vegetation.

2 BMP Maintenance

NARANJO will install, replace, and perform maintenance on straw wattles and other BMPs as necessary. NARANJO will continue to perform inspections at the site and NARANJO will then maintain the BMPs when they are addressed in the inspection report.

3 Erosion Control

NARANJO will install, replace, and perform maintenance on areas that have experienced minor erosion and maintenance on the erosion fabric that is installed at the site. NARANJO will inspect the site during the monthly visits for areas in need of minor repair or if the fabric needs maintenance or replaced.

4 Seeding and Mulching

NARANJO will reseed and mulch the two different seeding zones where it is deemed necessary. The monthly inspections at the site will assess the establishment of vegetation and reseeding will be done as needed. The cost associated with this task assumes that 50% of each seed zone will need to be reseeded and mulched. The amount of area that is assumed to be reseeded and mulched is approximately 7 acres.

5 Mowing

NARANJO will mow areas at the site depending on the need for mechanical weed control. An ATV will pull a mower in areas that are flat and easy to access, and weedwhackers will be used in areas that are hard or impossible to access with the ATV.

6 Trash Removal

NARANJO will remove trash from the construction site as necessary. During the monthly inspections NARANJO will monitor for trash and debris. While NARANJO is onsite performing other types of work, trash will be removed simultaneously as the task that is being completed.

7 Weed Control

NARANJO recommends visiting this site regularly throughout the growing season for weed management activities and planning. Chemical control methods will be utilized to treat noxious and nuisance weed species growing at the Brandy Gulch site in the upland and riparian areas. Spot-applications of appropriate herbicides will take place in specific areas within the project boundaries. A licensed pesticide applicator will visit this site regularly to inspect the treatment area(s). The applicator will evaluate noxious and nuisance weed infestations and apply herbicides, based on site

Maintenance Proposal: Brandy Gulch at Looking Glass

conditions. The recommended schedule will be adjusted based on site conditions and timing of weed emergence, flowering, and senescence. NARANJO has accounted for six treatments during the growing season starting in the spring and ending in the fall. Only herbicides labeled for use in or near water will be applied near the channels. An appropriate surfactant will also be used to increase adhesion of the herbicide to the targeted species and a blue marker dye will be added to indicate where herbicide has been applied. Herbicide applications will only occur within MHFD's right-of-way and records will be provided at the completion of work. The recommended schedule can be adjusted to meet the site's demands as the vegetation starts to establish and we see what kind of weed control effort will be required.

8 Tree and Shrub Replacement

NARANJO will replace dead shrubs on the site as necessary. The monthly site inspections will assess the shrubs and they will be replaced as necessary. NARANJO assumes that 10 trees and 10 shrubs are going to be replaced.

Budget

The estimated cost to manage this site during the 2021 and 2022 growing seasons is listed in Table 1. Costs include all labor, materials, permits, site management visits, and equipment. NARANJO is available to complete this work on a time and materials basis not to exceed these costs without prior approval from MHFD.



Maintenance Proposal

Project: Post Construction Vegetation Maintenance for Brandy Gulch at Looking Glass

Client: MHFD

Code	Description	Labor (2021-2022)	Travel	Equipment	Materials & Outside Services	Task Total
Task 1:	Post Construction Monitoring 2021-2022	\$ 3,000.00	\$ 2,000.00	\$ -	\$ -	\$ 5,000.00
Task 2:	BMP Maintenance	\$ 11,520.00	\$ 2,100.00	\$ 6,240.00	\$ 6,000.00	\$ 25,860.00
Task 3:	Erosion Control	\$ 11,520.00	\$ 2,100.00	\$ 6,240.00	\$ 6,000.00	\$ 25,860.00
Task 4:	Seeding and Mulching		\$ 2,400.00		\$ 14,350.00	\$ 16,750.00
Task 5:	Mowing	\$ 8,000.00	\$ 2,000.00	\$ 5,000.00		\$ 15,000.00
Task 6:	Trash Removal	\$ 4,400.00	\$ 2,000.00		\$ 3,000.00	\$ 9,400.00
Task 7:	Weed Control	\$ 23,500.00	\$ 2,400.00	\$ 5,200.00		\$ 31,100.00
Task 8:	Tree and Shrub Replacment	\$ 3,495.00	\$ 800.00	\$ 800.00	\$ 3,495.00	\$ 8,590.00
GRAND TOTAL						\$ 137,560.00

SIGNED: John Leone

TITLE : Executive Vice President

DATE : Tuesday, February 18, 2020

Naranjo Civil Constructors, Inc.

627 27th Street

Garden City, CO 80631

Office: (970) 356 -7909

Fax: (970) 356 - 0887

Mobile: (970) 397-7968



Request for Town Council Action

Date: March 2, 2020

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.3 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker (Agreement No. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority

Department: **Engineering/Public Works, Michael Grabczyk**
Engineering/Public Works, Alex Mestdagh

Second Reading: March 16, 2020

EXECUTIVE SUMMARY

This ordinance accompanies an amendment to an intergovernmental agreement (IGA) between the Town of Parker, the Mile High Flood District (MHFD – Formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCBWQA). This amendment is necessary to include additional funding for the complete construction of Reach C of the project, which is located between the McCabe Meadows trailhead and the KOA Tower property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD are jointly managing the design and construction of a capital improvement project to repair and rehabilitate a portion of Cherry Creek from the McCabe Meadows trailhead to the Flat Acres Farm area. This section of Cherry Creek has been identified as unstable with various locations of bank and active channel erosion. This project

proposes the installation of channel improvements such as boulder drop and riffle structures, hard and soft bank stabilization, redefining the active channel, wetland reestablishment, and revegetation efforts. Due to the water quality benefits of the proposed restoration, the Cherry Creek Basin Water Quality Authority (CCBWQA) is also providing funding to the project.

Due to the size and cost of this project, the improvements are proposed to be implemented in phases. The phasing contemplates three reaches, the limits of which are identified within the vicinity map. Reach A contains the portion of the project area which coincides with the future Dransfeldt Road extension and bridge. This reach will require stabilization prior to or concurrently with the bridge construction. Reach B contains the portion of the project adjacent to the KOA Tower property, which the Town anticipates will be funded in part by developer obligations. Reach C contains the portion of the project area between the McCabe Meadows trailhead and the KOA Tower property, which lies entirely on Town-owned property. While a preliminary design for all three reaches has been completed, final design for Reach C is near completion with construction anticipated to begin in the fourth quarter of 2020.

This IGA was originally executed in 2017 to cover design costs, and was amended once that same year to provide additional funding towards the construction of the project. This proposed amendment to the IGA is anticipated to contribute all remaining funding needed for Reach C of the project.

FINANCIAL IMPACT

Additional Contributions to this project were included within the 2020 budget approved by Town Council. The Town will contribute \$440,000 to the project through a transfer to the MHFD. The MHFD and the Cherry Creek Basin Water Quality Authority will contribute an additional combined \$445,000 to the project, for a total supplemental budget of \$885,000. These additional funds will provide for the complete construction of Reach C of the project, between the McCabe Meadows trailhead and the KOA Tower property.

Project Budget with Proposed Amendment:
Mile High Flood District \$755,000
Cherry Creek Basin Water Quality Authority \$375,000
Town of Parker \$905,000
Total Project Budget \$2,035,000

STRATEGIC GOAL(S)



ATTACHMENTS

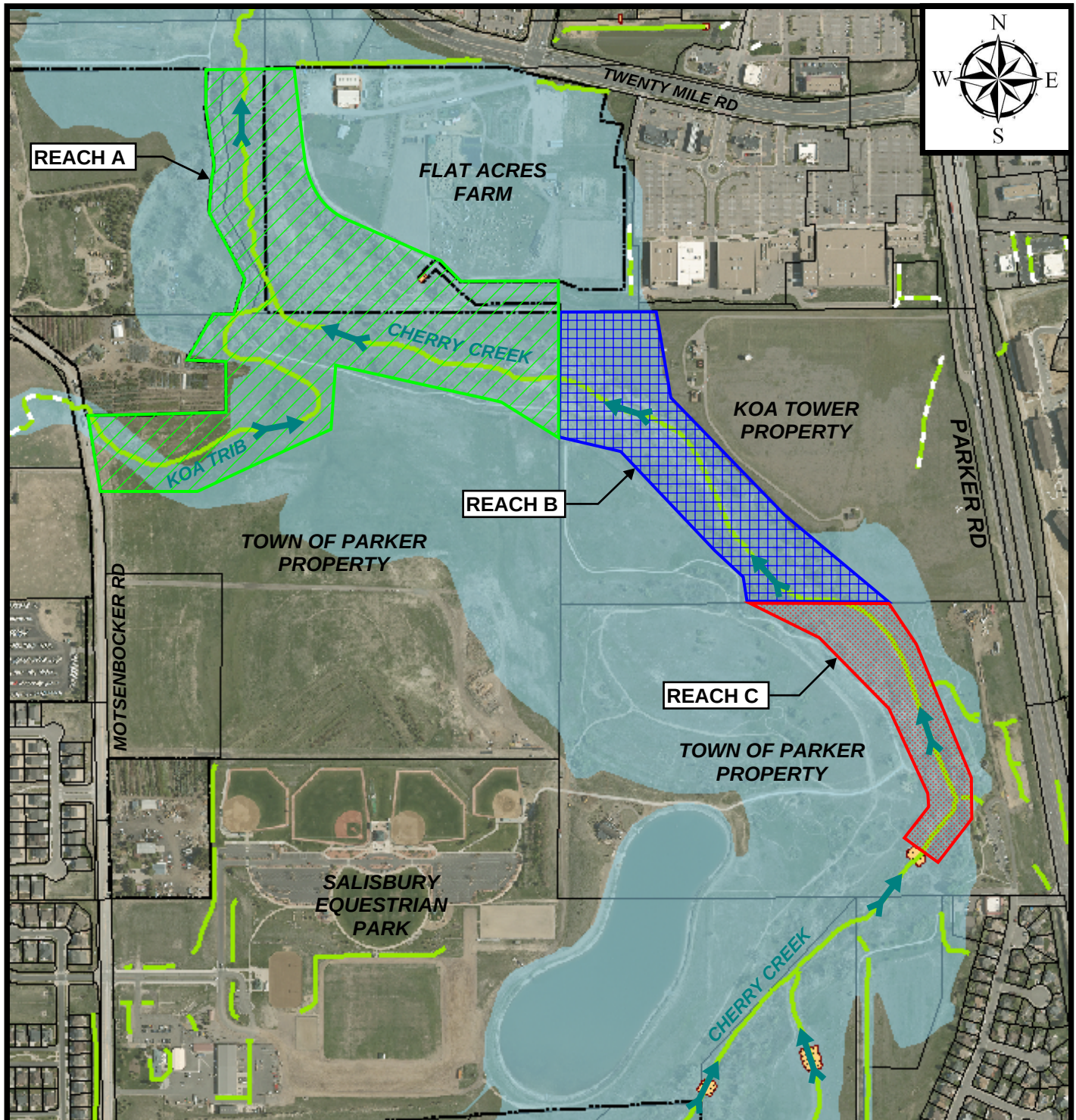
1. Vicinity Map

2. Ordinance 9.267.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.3 on first reading and to schedule second reading for March 16, 2020, as part of the consent agenda.

VICINITY MAP
CHERRY CREEK AT KOA



ORDINANCE NO. 9.267.3, 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 CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER (AGREEMENT NO. 17-05.19C PROJECT NO. 106722) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, THE TOWN OF PARKER, AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY

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 Cherry Creek at the KOA Property Town of Parker (Agreement No. 17-05.19C Project No. 106722) by and between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority, 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
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19C
Project No. 106722

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), TOWN OF PARKER (hereinafter called "TOWN"), and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property, Town of Parker" (Agreement No. 17-05.19) dated August 7, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction of drainage, flood control, and water quality improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, PARTIES desire to increase the level of funding by \$885,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 12, Series of 2020); and

WHEREAS, the Town Council of TOWN and the Board of Directors of CCBWQA and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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 \$2,035,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS</u> <u>AMENDED</u>	<u>PREVIOUSLY</u> <u>AMENDED</u>
1. Final Design	\$ 400,000	\$ 400,000
2. Construction	\$ 1,520,000	\$ 635,000
4. Contingency	\$ 115,000	\$ 115,000
Grand Total	\$ 2,035,000	\$ 1,150,000

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	37.10%	\$ 515,000	\$240,000	\$ 755,000
TOWN	44.47%	\$ 465,000	\$440,000	\$ 905,000
CCBWQA	18.43%	\$ 170,000	\$205,000	\$ 375,000
TOTAL	100.00%	\$1,150,000	\$885,000	\$2,035,000

- D. DISTRICT acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement as hereby amended, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$205,000 without CCBWQA's prior express written consent."

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. To the extent not previously paid, payment of each party's full share (TOWN - \$905,000; CCBWQA - \$375,000; DISTRICT - \$755,000) 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. 17-05.19 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 written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Date _____

Checked By

TOWN OF PARKER

By _____

Mike Waid

Title Mayor

Date _____

(SEAL)

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

ATTEST:

By_____

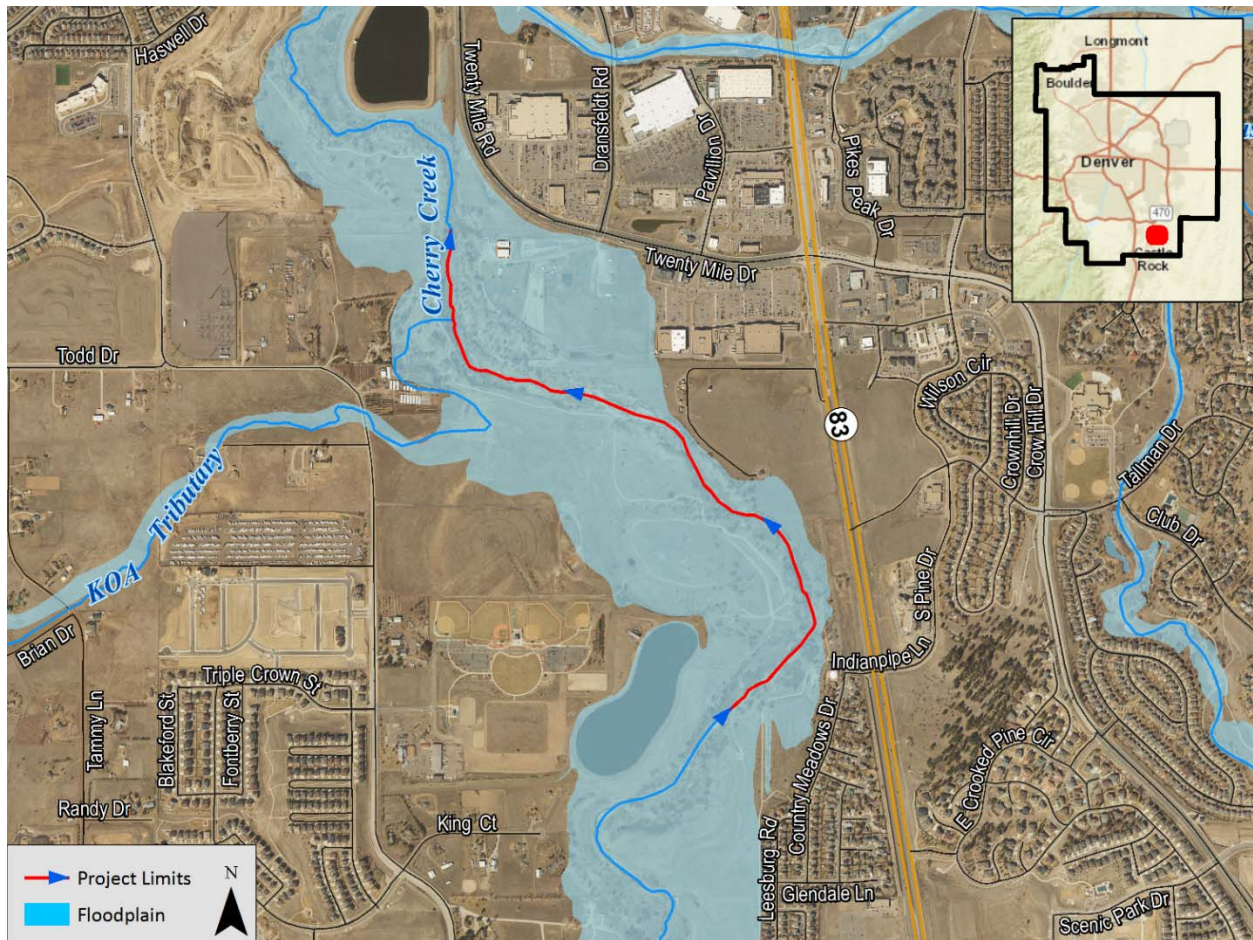
Title_____

Date_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19C
Project No. 106722

Exhibit A





Request for Town Council Action

Date: March 2, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO.1.539.1 - First Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey

Second Reading: March 16, 2020

EXECUTIVE SUMMARY

This item is for budget revision for the 2020 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

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

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ -	\$ 835,475	\$ 835,475	\$ -	\$ 835,475
Parks and Recreation Fund	281,000	8,068,525	8,349,525	-	8,349,525
Cultural Fund	-	52,700	52,700	-	52,700
Recreation Fund	(105,000)	49,480	(55,520)	-	(55,520)
Public Improvements Fund	10,000	7,277,980	7,287,980	-	7,287,980
Stormwater Fund	16,058,000	307,410	16,365,410	16,000,000	365,410
Fleet Services Fund	95,000	26,000	121,000	-	121,000
Information Technology Fund	-	206,910	206,910	-	206,910
Facility Services Fund	-	-	-	-	-
Total all funds	\$ 16,339,000	\$ 16,824,480	\$ 33,163,480	\$ 16,000,000	\$ 17,163,480

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.539.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.1 on first reading and schedule second reading for March 16, 2020, as part of consent agenda.

ORDINANCE NO. 1.539.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

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

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

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

Section 1. The 2020 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

Town of Parker**2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

Exhibit A

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 18,109,761
Revenue		53,642,495
Revenue revision	-	-
Total revised revenue		53,642,495
Total available		71,752,256
Expenditures		53,701,179
2019 Carryover	835,475	
Supplemental appropriation	-	
Total expenditure revision		835,475
Total revised expenditures		54,536,654
Ending fund balance		\$ 17,215,602
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 15,136,510
Revenue		8,804,880
Revenue revision	-	-
Total revised revenue		8,804,880
Total available		23,941,390
Expenditures		8,681,928
2019 Carryover	8,068,525	
Supplemental appropriation	281,000	
Total expenditure revision		8,349,525
Total revised expenditures		17,031,453
Ending fund balance		\$ 6,909,937

Town of Parker
2020 Revised Budget Ordinance 1.539.1

1st Reading
 2nd Reading

March 2, 2020
 March 16, 2020

Exhibit A

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 173,585
Revenue		5,119,141
Revenue revision	-	-
Total revised revenue		5,119,141
Total available		5,292,726
Expenditures		5,208,222
2019 Carryover	52,700	
Supplemental appropriation	-	
Total expenditure revisions		52,700
Total revised expenditures		5,260,922
Ending fund balance		\$ 31,804
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 1,353,077
Revenue		8,847,495
Revenue revision	-	-
Total revised revenue		8,847,495
Total available		10,200,572
Expenditures		9,458,698
2019 Carryover	49,480	
Supplemental appropriation	(105,000)	
Total expenditure revisions		(55,520)
Total revised expenditures		9,403,178
Ending fund balance		\$ 797,394

Town of Parker**2020 Revised Budget Ordinance 1.539.1**

1st Reading

March 2, 2020

2nd Reading

March 16, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 24,831,589
Revenue		19,714,705
Revenue revision	-	-
Total revised revenue		19,714,705
Total available		44,546,294
Expenditures		19,360,000
2019 Carryover	7,277,980	
Supplemental appropriation	10,000	
Total expenditure revisions		7,287,980
Total revised expenditures		26,647,980
Ending fund balance		\$ 17,898,314
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 5,613,963
Revenue		3,031,300
Revenue revision	16,000,000	16,000,000
Total revised revenue		19,031,300
Total available		24,645,263
Expenditures		3,504,631
2019 Carryover	307,410	
Supplemental appropriation	16,058,000	
Total expenditure revisions		16,365,410
Total revised expenditures		19,870,041
Ending fund balance		\$ 4,775,222

Town of Parker
2020 Revised Budget Ordinance 1.539.1

1st Reading
 2nd Reading

March 2, 2020
 March 16, 2020

Exhibit A

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,318,712
Revenue		<u>2,721,689</u>
Revenue revision	-	<u>-</u>
Total revised revenue		<u>2,721,689</u>
Total available		<u>4,040,401</u>
Expenditures		2,226,644
2019 Carryover	26,000	
Supplemental appropriation	<u>95,000</u>	
Total expenditure revisions		<u>121,000</u>
Total revised expenditures		<u>2,347,644</u>
Ending fund balance		<u><u>\$ 1,692,757</u></u>
<u>Information Technology Fund</u>		
Beginning fund balance (unaudited)		\$ 1,386,092
Revenue		<u>4,057,039</u>
Revenue revision	-	<u>-</u>
Total revised revenue		<u>4,057,039</u>
Total available		<u>5,443,131</u>
Expenditures		4,125,462
2019 Carryover	206,910	
Supplemental appropriation	<u>-</u>	
Total expenditure revisions		<u>206,910</u>
Total revised expenditures		<u>4,332,372</u>
Ending fund balance		<u><u>\$ 1,110,759</u></u>

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ -	\$ 835,475	\$ 835,475	\$ -	\$ 835,475
Parks and Recreation Fund	281,000	8,068,525	8,349,525	-	8,349,525
Cultural Fund	-	52,700	52,700	-	52,700
Recreation Fund	(105,000)	49,480	(55,520)	-	(55,520)
Public Improvements Fund	10,000	7,277,980	7,287,980	-	7,287,980
Stormwater Fund	16,058,000	307,410	16,365,410	16,000,000	365,410
Fleet Services Fund	95,000	26,000	121,000	-	121,000
Information Technology Fund	-	206,910	206,910	-	206,910
Facility Services Fund	-	-	-	-	-
Total all funds	\$ 16,339,000	\$ 16,824,480	\$ 33,163,480	\$ 16,000,000	\$ 17,163,480

Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
General Fund	
TischlerBise User Fee Study final work delayed to January 2020	3,000
Contracted median plant replacement	54,730
Town Hall LED lighting phase II	200,000
Town Hall chiller design final invoice	5,000
Hess Road bridge over Cherry Creek bridge rail maintenance/painting	14,950
Pine Drive bridge over Sulpher Gulch bridge rail maintenance/painting	9,750
Canterberry bridge sidewalk realignment/guardrail install	78,710
Painting of 5 globes on the Hess/Cherry Creek bridge	1,950
Painting of 5 globes on the Pine Dr/Sulpher Gulch bridge	325
Five globe fixtures	5,270
Uninterrupted power supply equipment	13,285
Warrant studies	3,510
Lighting repair	6,710
Roadway luminaires	15,200
Jordan Road/Village Center striping	20,050
Crosswalk material	1,275
One ton pick up with crane	49,920
Land development ordinance modernization project	195,595
Dransfeldt subarea plan	14,515
Chambers and Hess Road subarea plan	280
Upgrades required to complete the RMS project at PD	34,000
Wrap up of Kronos implementation	107,450
Total General Fund carryover revision	\$835,475

Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
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Parks and Recreation Fund

H2O'Brien Pool renovation	2,211,395
O'Brien Park playground renovation	875,000
East/West regional trail	166,750
East/West regional trail undercrossing of Jordan Road	1,234,330
Site signage at Auburn Hills soccer park	10,000
Auburn Hills Park soccer field renovation	1,302,250
Bar CCC lights/parking lot improvements	966,500
High Plains Trail connection	939,450
Rowley Downs Trail connection	305,000
Olde Town mid-block trail connection	50,000
Concrete trail at Salisbury Park	7,850

<i>Total Parks and Recreation Fund carryover revision</i>	<u>\$8,068,525</u>
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Cultural Fund

Completion of web development for new Spektrix ticketing system	42,700
Completion of rehabilitation of Ruth Chapel front steps and doors	10,000

<i>Total Cultural Fund carryover revision</i>	<u>\$52,700</u>
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Recreation Fund

Batting cage turf replacement	11,980
H2O'Brien renovation	37,500

<i>Total Recreation Fund carryover revision</i>	<u>\$49,480</u>
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Town of Parker**Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1**

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
-------------	--------

Public Improvement Fund

Signal - Canterbury and Idyllwilde	13,780
Parker Road responsive signal	162,150
Signal - Hess Road and Country Mead Square	42,110
Street reconstruction projects	507,730
Sidewalk gap closures	37,390
Roadway safety enhancements	184,325
Parker Road sidewalk project	37,670
Town-wide sign program	171,135
Jordan Road widening to Hess Road	208,090
Chambers Road - Mainstreet to Hess	30,000
Medians and entryways	75,000
Hess - Motsenbocker projects	63,150
Dransfeld Motts Todd roadway alignment	375,660
North Parker Road improvements	17,985
Mainstreet safety circulation improvement	1,461,600
SW Parker Road and Mainstreet	92,465
Motts widening - Clark Farms - Todd Drive	671,860
Cottonwood widening - Jordan to Parker Road	67,240
Mainstreet north side sidewalk	34,050
J Morgan extension	31,860
Kings Point Way	2,366,880
Power line undergrounding	625,850

<i>Total Public Improvement Fund carryover revision</i>	<u>\$7,277,980</u>
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Stormwater Fund

Newlin Gulch crossing at East/West Trail	7,410
West Stroh Gulch at Anthology North	300,000

<i>Total Stormwater Fund carryover revision</i>	<u>\$307,410</u>
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Facility Services Fund

Town-wide building automation upgrade	26,000
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<i>Total Facility Services Fund carryover revision</i>	<u>\$26,000</u>
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Town of Parker

Detail of Carryover Revisions to 2020 Budget Ordinance 1.539.1

1st reading 03/02/2020

2nd reading 03/16/2020

Description	Amount
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Fleet Services Fund

Streets dump truck	117,275
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L.A.W.S. police vehicle upfit	51,195
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Police vehicle	33,440
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Vehicle painting (police vehicles)	5,000
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<i>Fleet Services Fund carryover revision</i>	\$206,910
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<i>Total carryover revision</i>	\$16,824,480
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Expenditures

Recreation Fund

Transfer to Parks and Recreation Fund for furniture, fixtures and equipment budgeted for the H2O'Brien renovation	(67,500)
Transfer to Parks and Recreation Fund for items budgeted for the H2O'Brien renovation	(37,500)
<i>Total Recreation Fund expenditure supplemental revision</i>	<u>(105,000)</u>

Parks and Recreation Fund

Transfer from Recreation Fund for furniture, fixtures and equipment budgeted for the H2O'Brien renovation	67,500
Transfer from Recreation Fund for items budgeted for the H2O'Brien renovation	37,500
Developer contributions for construction of the East/West Regional Trail	176,000
<i>Total Parks and Recreation Fund expenditure supplemental revision</i>	<u>\$281,000</u>

Public Improvements Fund

Conversion of single left turn lane to a double left turn lane at Chambers Road and Compark with developer contributions	10,000
<i>Total Public Improvements Fund expenditure supplemental revision</i>	<u>\$10,000</u>

Stormwater Utility Fund

Upgrade of a single axle dump truck scheduled for 2020 replacement to a tandem axle truck	58,000
Developer funded improvements at Green Acres Tributary at Compark Village South	9,000,000
Developer funded improvements at Lemon Gulch Tributary at Hess	7,000,000
<i>Total Stormwater Utility Fund expenditure supplemental revision</i>	<u>\$16,058,000</u>

Fleet Service Fund

2020 equipment replacements with quotes over budget and increased up-fit costs	95,000
<i>Total Fleet Services Fund expenditure supplemental revision</i>	<u>\$95,000</u>

Total expenditure supplemental revision

\$16,339,000

Revenues

Stormwater Utility Fund

Developer fees for Lemon Gulch Tributary at Hess	7,000,000
Developer fees for Green Acres Tributary at Compark Village South	9,000,000
<i>Total Stormwater Utility Fund revenue supplemental revision</i>	\$16,000,000

<i>Total revenue supplemental revision</i>	\$16,000,000
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Request for Town Council Action

Date: March 2, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-010**
A Resolution Accepting the Conveyance of Real Property from Anthology West Master Homeowners Association, Inc., (Slope Easement) for a Portion of the Southeast Quarter of Section 44, Township 6 South, Range 66 West

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept a slope easement from the Anthology West Master Homeowners Association over a portion of Stroh Ranch Filing No. 17B. This slope easement is necessary to cover a roadway slope associated with the extension of Stroh Road west of Motsenbocker Road proposed with the Looking Glass development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Looking Glass development is located in the southwestern corner of the Town boundary, north and west of Crowfoot Valley Road and southeast of Reuter-Hess Reservoir. In accordance with the annexation agreement for the property, the developer is obligated to construct an extension of Stroh Road west of Motsenbocker Road with the first segment of the development. This obligation includes the grading of the full roadway template for a four-lane arterial roadway from Motsenbocker Road west to a new collector roadway (Spirit Trail Boulevard) and to construct the south half of the ultimate pavement. The north half of the pavement will be constructed by the Anthology North developer in accordance with the annexation agreement for that property.

The grading of the full roadway template will require a backslope to be graded on the adjacent property to the north, a portion of which is owned by the Anthology West Master Homeowners

Association. In order to preserve the Town's ability to protect and, if necessary, maintain this slope to protect the integrity of the roadway, a slope easement is required to be dedicated to the Town over the proposed backslope.

FINANCIAL IMPACT

None. This easement is being dedicated to the Town free of charge in association with the Looking Glass development.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution 20-010

RECOMMENDED MOTION

I move to approve Resolution No. 20-010, as part of the consent agenda.

RESOLUTION NO. 20-010, Series of 2020

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM ANTHOLOGY WEST MASTER HOMEOWNERS ASSOCIATION, INC., (SLOPE EASEMENT) FOR A PORTION OF THE SOUTHEAST QUARTER OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 66 WEST

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Anthology West Master Homeowners Association, Inc., for a slope easement;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property for a slope easement, from Anthology West Master Homeowners Association, Inc., as provided in the Slope Easement attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT, made this ____ day of _____, 2020, between Anthology West Master Homeowners Association, Inc., a Colorado nonprofit corporation, whose legal address is 7208 S. Tucson Way, #125, Centennial, Colorado 80112 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the following described real property located in the County of Douglas, State of Colorado, and described as follows (the "Easement Property"):

(See attached Exhibit "A")

Said easement (the "Easement") is for the purpose of providing and maintaining (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon the Easement Property to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade. Any work performed on the Easement Property shall be done in a good and workmanlike manner and shall comply with all applicable laws, ordinances, rules and regulations pertaining thereto.

Grantor retains the right to use the Easement Property for any and all purposes which will not interfere with the Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or its successors, assigns and subsequent Grantees, will not use or improve the Easement Property or grant any easements upon, over, across or under the Easement Property without first obtaining the written consent of the Grantee. Such consent will not be unreasonably withheld provided that the sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities, as determined by the Grantee, is maintained.

Grantor for itself, its successors and assigns, does covenant, grant, bargain and agree with the Grantee, its successors and assigns, that at the time of the signing and delivery of this Easement, he is well seized of the Easement Property and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above Easement in the manner and form set forth above, and that the Easement Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Easement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee upon the construction of an approved

development on the Easement Property which provides the necessary subjacent support and protection of Stroh Road that is created by this Easement.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

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

This Easement Agreement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof, and may be amended only by recording, in the official records of Douglas County, Colorado, an instrument in writing, reciting such revocation or amendment, bearing the acknowledged signatures of both parties hereto, or their successors or assigns.

This Easement Agreement shall be of no force and effect until duly and validly executed by all parties hereto.

This Easement Agreement shall be construed according to the laws of the State of Colorado.

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

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

**GRANTOR: ANTHOLOGY WEST MASTER
HOMEOWNERS ASSOCIATION, INC., a
Colorado nonprofit corporation**

By: _____
_____, _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of Anthology West Master Homeowners Association, Inc.

My commission expires: _____

(S E A L)

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



EXHIBIT A

SLOPE EASEMENT – MHOA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, WHENCE THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 BEARS SOUTH 89°14'06" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHERLY LINE;

THENCE NORTH 74°54'31" WEST, 247.78 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF TRACT A-1, STROH RANCH FILING NO. 17B, 1ST AMENDMENT PER PLAT RECORDED OCTOBER 3, 2006 AT RECEPTION NO. 2006085225 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF TRACT A-1 THE FOLLOWING 3 COURSES:

1. NORTH 00°12'58" EAST, 59.58 FEET;
2. SOUTH 89°52'44" WEST, 196.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,100.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'43" AN ARC LENGTH OF 123.10 FEET TO THE **POINT OF BEGINNING**, SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86°40'22" WEST, 123.04 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 06°17'30" WEST, 85.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 484.00 FEET,

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°08'37" AN ARC LENGTH OF 237.74 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°00'31" WEST, 235.36 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT A-1;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT A-1 THE FOLLOWING 2 COURSES:

SOUTH 17°29'20" EAST, 130.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,100.00 FEET;

EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°57'20" AN ARC LENGTH OF 210.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 77°59'21" EAST, 210.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25,270 SQUARE FEET OR 0.580 ACRES, MORE OR LESS.



PREPARED BY:
ROBERT D. SNODGRASS, PLS 36580
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.



15' UTILITY EASEMENT
REC. NO. 2003092244

SE 1/4 SEC. 33
T6S, R66W, 6TH P.M.

TRACT A-1
STROH RANCH FILING NO. 17B,
1ST AMENDMENT

S89°52'44"W
196.36'

10' UTILITY EASEMENT
REC. NO. 2006085225

N0°12'58"E
59.58'

SEE SHEET 3

UNPLATTED

N74°54'31"W
247.78'

S89°14'06"W

N'LY LINE NE 1/4 SEC. 4, T7S, R66W, 6TH P.M.
(BASIS OF BEARINGS)

POINT OF COMMENCEMENT
NE COR, SEC 4, T7S,
R66W, 6TH P.M.

UNPLATTED

NE 1/4 SEC. 4
T7S, R66W, 6TH P.M.

SEE SHEET 3 FOR LINE AND CURVE TABLES

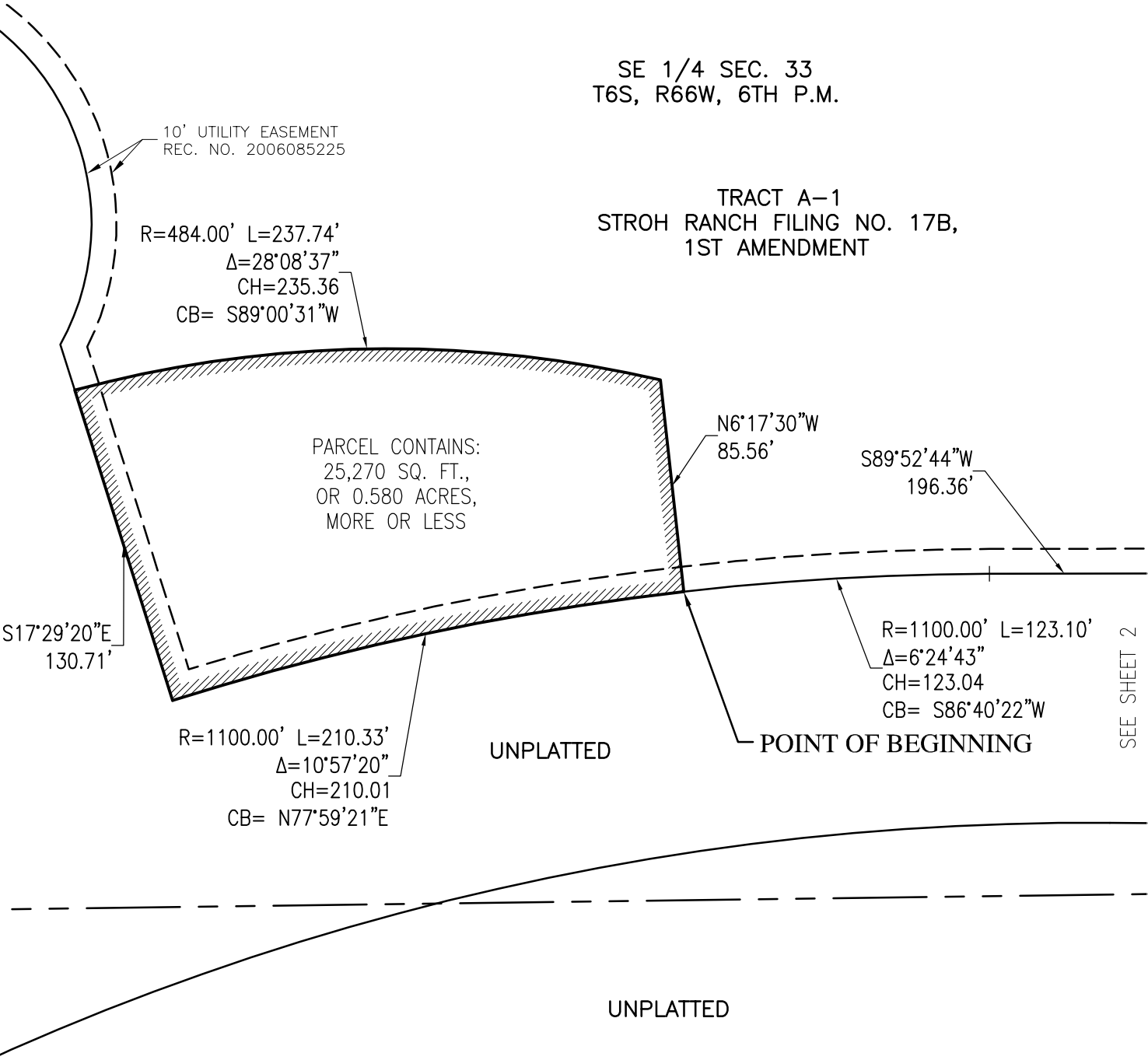
GRAPHIC SCALE
0 30' 60' 90'
1 INCH = 60 FEET

MOTSENBOCKER ROAD

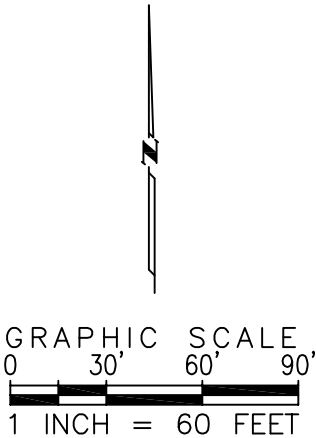
STROH ROAD

CROWFOOT VALLEY ROAD





NE 1/4 SEC. 4
T7S, R66W, 6TH P.M.





Request for Town Council Action

Date: March 2, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-011**
A Resolution Accepting the Conveyance of a Drainage Easement from Anthology West Master Homeowners Association, Inc., for a Portion of Tract A-1, Stroh Ranch Filing No. 17b, 1st Amendment

Department: **Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This resolution proposes to accept a drainage easement proposed over property owned by the Anthology West Homeowners Association over a portion of Stroh Ranch Filing No. 17B. This easement is proposed to cover a stormwater detention pond proposed to be constructed to serve the extension of Stroh Road west of Motsenbocker Road that is required with the Looking Glass development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Looking Glass development is located in the southwestern corner of the Town boundary, north and west of Crowfoot Valley Road and southeast of Reuter-Hess Reservoir. In accordance with the annexation agreement for the property, the developer is obligated to construct an extension of Stroh Road west of Motsenbocker Road with the first segment of the development. This obligation includes the grading of the full roadway template for a four-lane arterial roadway from Motsenbocker Road west to a new collector roadway (Spirit Trail Boulevard) and to construct the south half of the ultimate pavement. The north half of the pavement will be constructed by the Anthology North developer in accordance with the annexation agreement for that property.

In order to provide water quality treatment and detention for the stormwater runoff from this

roadway, a stormwater detention pond is proposed to be constructed by the developer on the north side of Stroh Road on property owned by the Anthology West Homeowners Association. A drainage easement covering this pond is proposed to be dedicated to the Town in accordance with Town Criteria. This is necessary to preserve the Town's ability to ensure that all stormwater conveyance facilities operate properly, and to perform maintenance on such facilities should the property owner fail to do so.

FINANCIAL IMPACT

This easement is proposed to be dedicated to the Town free of charge in association with the Looking Glass development. The proposed detention pond will be eligible for maintenance assistance from the Town's Stormwater Utility, but the ownership and responsibility for the facility will remain with the appropriate HOA.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution 20-011

RECOMMENDED MOTION

I move to approve Resolution No. 20-011, as part of the consent agenda.

Stroh Ranch

Anthology North
(future development)

Anthology West Master
HOA property

Stroh Road

Proposed Drainage
Easement
(to be accepted)

Proposed Slope
Easement
(to be accepted)

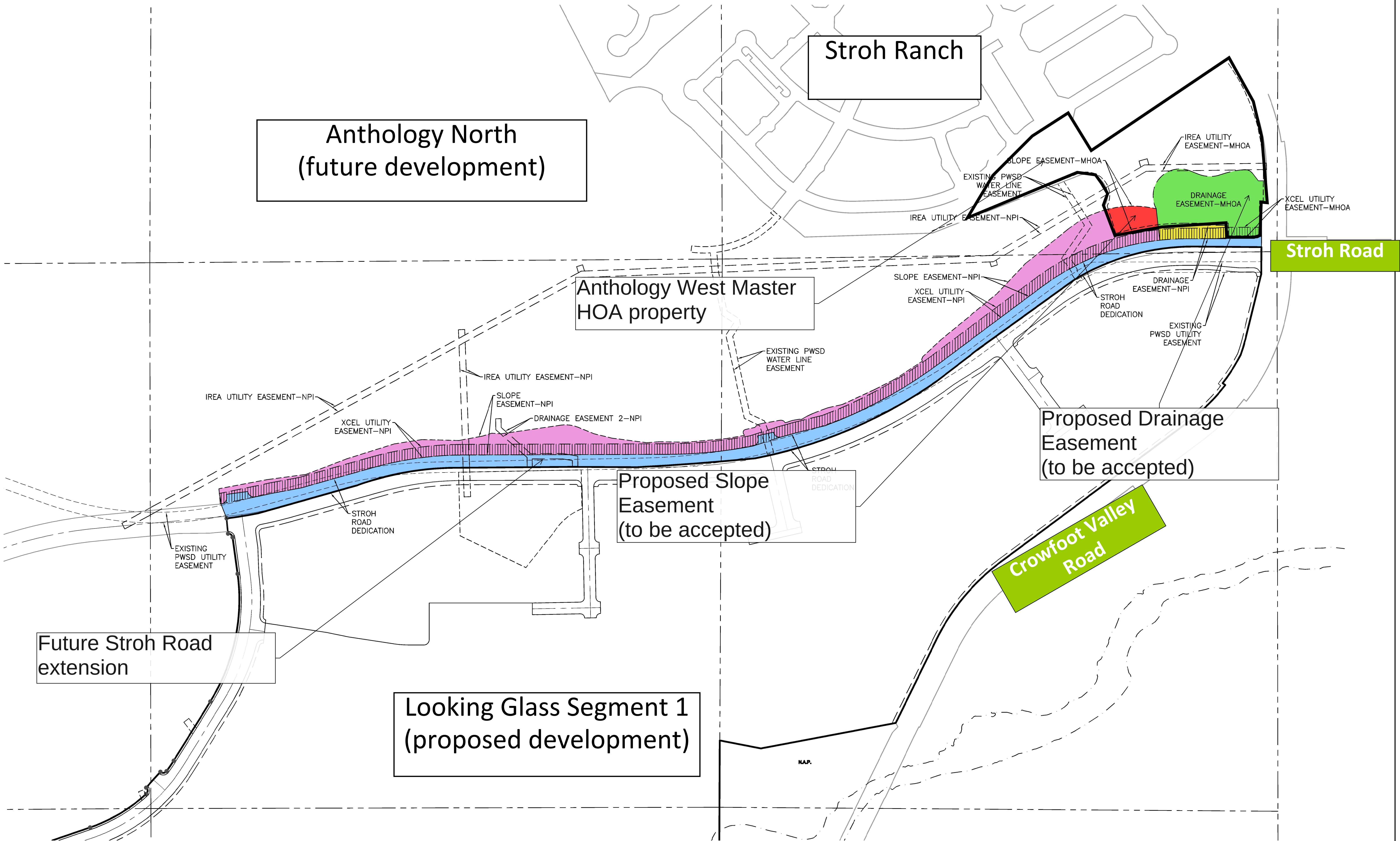
Crowfoot Valley
Road

Future Stroh Road
extension

Looking Glass Segment 1
(proposed development)



Anthology West Easement
Acceptance
Vicinity Map



RESOLUTION NO. 20-011, Series of 2020

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM ANTHOLOGY WEST MASTER HOMEOWNERS ASSOCIATION, INC., FOR A PORTION OF TRACT A-1, STROH RANCH FILING NO. 17B, 1ST AMENDMENT

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Anthology West Master Homeowners Association, Inc., for a portion of Tract A-1, Stroh Ranch Filing No. 17b, 1st Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2020, by Anthology West Master Homeowners Association, Inc., a Colorado nonprofit corporation, whose legal address is 7208 S. Tucson Way, #125, Centennial, Colorado 80112 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

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

3. Operation and Maintenance.

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

facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole but reasonable discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos

and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This Easement Agreement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof, and may be amended only by recording, in the official records of Douglas County, Colorado, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of both parties hereto, or their successors and assigns.

c. This Easement Agreement shall be of no force and effect until duly and validly executed by all parties hereto.

d. This Easement Agreement shall be construed according to the laws of the State of Colorado.

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



EXHIBIT A

DRAINAGE EASEMENT – MHOA

A PORTION OF TRACT A-1, STROH RANCH FILING NO. 17B, 1ST AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED OCTOBER 3, 2006 AT RECEPTION NO. 2006085225 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SAID TOWN, COUNTY AND STATE, WHENCE THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 BEARS SOUTH 89°14'06" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHERLY LINE;

THENCE NORTH 74°54'31" WEST, 247.78 FEET TO A SOUTHWEST CORNER OF SAID TRACT A-1 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT A-1 THE FOLLOWING 3 COURSES:

1. NORTH 00°12'58" EAST, 59.58 FEET;
2. SOUTH 89°52'44" WEST, 196.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,100.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'43" AN ARC LENGTH OF 123.10 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 06°17'30" WEST, 85.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 127.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 41°36'48" WEST, 238.86 FEET;

THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 140°13'46" AN ARC LENGTH OF 310.83 FEET;

THENCE SOUTH 68°16'19" EAST, 41.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 153.57 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°33'48" AN ARC LENGTH OF 111.40 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°47'50" AN ARC LENGTH OF 110.29 FEET TO THE BEGINNING OF COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°41'33" AN ARC LENGTH OF 44.53 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 37°20'43" EAST, 43.89 FEET;

THENCE NORTH 90°00'00" EAST, 38.83 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT A-1;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT A-1 THE FOLLOWING 6 COURSES:

SOUTH 00°12'58" WEST, 104.36 FEET;

NORTH 89°47'02" WEST, 22.00 FEET;

SOUTH 00°16'09" WEST, 139.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°34'23" AN ARC LENGTH OF 39.08 FEET;

THENCE NORTH 90°00'00" WEST, 141.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 134,865 SQUARE FEET OR 3.096 ACRES, MORE OR LESS.

PREPARED BY:
ROBERT D. SNODGRASS, PLS 36580
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.





SE 1/4 SEC. 33
T6S, R66W, 6TH P.M.

15' UTILITY EASEMENT
REC. NO. 2003092244

TRACT A-1
STROH RANCH FILING NO. 17B,
1ST AMENDMENT

PARCEL CONTAINS:
134,865 SQ. FT.,
OR 3.096 ACRES,
MORE OR LESS

10' UTILITY EASEMENT
REC. NO. 2006085225

POINT OF BEGINNING
UNPLATTED

S89°14'06"W
N'LY LINE NE 1/4 SEC. 4, T7S, R66W, 6TH P.M.
(BASIS OF BEARINGS)
UNPLATTED

POINT OF COMMENCEMENT
NE COR, SEC 4, T7S,
R66W, 6TH P.M.

NE 1/4 SEC. 4
T7S, R66W, 6TH P.M.

SEE SHEET 3 FOR LINE AND CURVE TABLES

GRAPHIC SCALE
0 50' 100' 150'
1 INCH = 100 FEET





CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD DIRECTION	LENGTH
C1	1100.00	6°24'43"	123.10	S86°40'22"W	123.04
C2	127.00	140°13'46"	310.83	N41°36'48"E	238.86
C3	153.57	41°33'48"	111.40	S89°03'13"E	108.98
C4	400.00	15°47'50"	110.29	N78°03'48"E	109.94
C5	45.00	56°41'33"	44.53	S65°41'30"E	42.73
C6	25.00	89°34'23"	39.08	S45°12'48"W	35.22

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N0°12'58"E	59.58'
L2	S89°52'44"W	196.36'
L3	N6°17'30"W	85.56'
L4	S68°16'19"E	41.75'
L5	S37°20'43"E	43.89'
L6	N90°00'00"E	38.83'
L7	S0°12'58"W	104.36'
L8	N89°47'02"W	22.00'
L9	S0°16'09"W	139.55'
L10	N90°00'00"W	141.94'





Request for Town Council Action

Date: March 2, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-012**
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-10 Concerning Telephonic Participation Policy

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution adds a new policy, entitled "Telephonic Participation During Town Council Meetings", to the Town of Parker Policy Manual.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council discussed participation via telephone at its council retreat in January. At the February 24, 2020 study session, Town Council discussed a proposed policy. It would allow limited telephone participation (listening only) by councilmembers for study sessions, but not regular or special meetings, or executive sessions.

FINANCIAL IMPACT

Possible minimal costs related to the acquisition of a conferencing system.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 20-012

RECOMMENDED MOTION

I move to approve Resolution No. 20-012, as part of the consent agenda.

RESOLUTION NO. 20-012, Series of 2020

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-054, SERIES OF 2018, CONCERNING THE TOWN OF PARKER POLICY MANUAL BY THE ADOPTION OF A NEW TOWN OF PARKER POLICY STATEMENT NUMBER 1-10 CONCERNING TELEPHONIC PARTICIPATION POLICY

WHEREAS, the Town Council is authorized by the Town Charter to promulgate policies to guide various functions of the Town to be administered by the Mayor or Town Administrator; and

WHEREAS, the Town Council desires to amend Resolution No. 18-054, Series of 2018, concerning a new section in the policy manual to address telephonic participation during Town Council meetings.

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

Section 1. The Town Council of the Town of Parker hereby adopts Town of Parker Policy Statement Number 1-10 concerning telephonic participation during Town Council meetings, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Telephonic Participation During Town Council Meetings	PAGE 1 of 2	POLICY NUMBER 1-10
EFFECTIVE DATE March 2, 2020	REVISED DATE	
APPROVED BY COUNCIL ACTION Proposed policy, not yet approved		

I. Purpose.

The purpose of this Town Council Policy is to specify the circumstances under which a member of the Town Council may or may not participate in regular and special meetings (including study sessions) by telephone. With advancements in communication equipment, telephonic meeting participation has become more popular within many local governments. However, telephonic participation has inherent limitations because telephonic participation effectively precludes a Councilmember from viewing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing non-verbal explanations (e.g., pointing at graphs and charts) during a speaker's presentation or testimony. The Council finds that these limitations inherent in telephonic participation may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process.

II. Statement of Policy.

A member of the Town Council may participate in a meeting of the Town Council by telephone only in accordance with this Policy. Telephonic participation shall be made available and shall be limited as follows:

- A. Telephonic participation is intended to be an infrequent or occasional substitution for the purpose of obtaining information presented in a Study Session. It is not a substitution for physical attendance. The Town Council may, by majority vote of a quorum present, declare a Councilmember's repeated use of telephonic participation excessive and deny a Councilmember's privilege to use telephonic participation. Such declaration by Town Council shall only be made when the member seeking to participate telephonically is afforded advance notice and the opportunity to participate in the Town Council's discussion regarding excessive use and the continuation of telephonic participation by the Councilmember. Provided that the Councilmember is provided notice of the date and time of the planned Council discussion, the member's inability to be available to participate in the discussion shall not preclude the Town Council's authority to discuss and decide whether such member's use of telephonic participation is excessive.
- B. Telephonic participation shall only be available to a Councilmember during study sessions; provided however, the Councilmember shall only listen to the discussion during the study session.

Any questions or information to be conveyed to Town staff shall be conveyed to the Town Administrator following conclusion of the study session.

- C. A Councilmember may neither participate nor vote telephonically in a regular or special council meeting.
- D. Telephonic participation shall not be available to a Councilmember during an executive session.
- E. More than one Councilmember may participate telephonically during the same study session.

III. Arranging for Telephonic Participation.

To arrange to participate telephonically, a Town Councilmember shall:

- A. Notify the Mayor, Town Administrator, or Town Clerk in advance of the study session.
- B. Contact the Town Clerk or, during absence of the Town Clerk, the Deputy Town Clerk to arrange for telephonic participation. The Town Clerk shall provide the telephone number and any special calling instructions needed to facilitate the telephone contact. All Councilmembers shall endeavor to advise the Town Clerk of their intent to participate telephonically at the earliest possible time, and at least prior to noon on the date of the requested participation.

IV. Limited Applicability of Policy.

This Policy shall only apply to regular and special meetings (including study sessions) of the Town Council for the Town of Parker. Board, commission, and authority members shall not be allowed to participate telephonically in their respective meetings.

V. Reasonable Accommodations.

The Town shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide disabled Town Councilmembers full and equal access to Council meetings.



Request for Town Council Action

Date: March 2, 2020

Submitted By: Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-013**
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-11 Concerning the Veterans Memorial Banner Program Policy

Department: **Engineering and Public Works, Tom Williams**

EXECUTIVE SUMMARY

Town staff, at the direction of Town Council, has prepared a program to recognize and honor deceased residents who have served our country in the military. Each banner will honor one (1) veteran and will include their name, branch, years of service and photo. Banners will be hung on Parker five globe lamp posts at Living Wheel Park. The banners will be displayed from approximately May 1 through July 4 to commemorate the dedication of local veterans to our country.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the December 9, 2019 Study Session, Town Council requested that staff investigate alternatives for a Veterans Memorial Banner program. At the January 13, 2020 and February 10, 2020 Study Sessions, Town Council provided feedback to staff on a program proposal which utilized the existing seven (7) lamp posts at Living Wheel Park.

Staff has prepared the program guidelines and policy which is attached to the adopting resolution for Town Council consideration. Staff will be marketing the new program through social media, Talk of the Town, the Town's website and other existing outreach resources. The Veterans Memorial Program would debut in May of 2020 and could potentially be expanded in

the future depending on demand.

FINANCIAL IMPACT

There would be a one-time set-up cost of approximately \$2,500 to install the banner hanging hardware on the seven (7) lamp posts at Living Wheel Park, with minimal long-term maintenance costs. The set-up and long-term maintenance will be funded through the Traffic Services Division budget.

The cost to prepare and hang the banners will be \$150/each banner through the Town's vendor (Fast Signs). As provided in the proposed policy, staff is recommending these costs be paid by the Banner Program applicant.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**

ATTACHMENTS

1. Resolution No. 20-013

RECOMMENDED MOTION

I move to approve Resolution No. 20-013, as part of the consent agenda.

RESOLUTION NO. 20-013, Series of 2020

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-054, SERIES OF 2018, CONCERNING THE TOWN OF PARKER POLICY MANUAL BY THE ADOPTION OF A NEW TOWN OF PARKER POLICY STATEMENT NUMBER 1-11 CONCERNING THE VETERANS MEMORIAL BANNER PROGRAM POLICY

WHEREAS, the Town Council is authorized by the Town Charter to promulgate policies to guide various functions of the Town to be administered by the Mayor or Town Administrator; and

WHEREAS, the Town Council desires to amend Resolution No. 18-054, Series of 2018, concerning a new section in the policy manual to address the Town's policy regarding a Veterans Memorial Banner Program to recognize and honor deceased Town of Parker residents who have served our country in the military.

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

Section 1. The Town Council of the Town of Parker hereby adopts Town of Parker Policy Statement Number 1-11 concerning the Veterans Memorial Banner Program Policy, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Veterans Memorial Banner Program Policy	PAGE 1 of 2	POLICY NUMBER 1-11
EFFECTIVE DATE March 2, 2020	REVISED DATE	
APPROVED BY COUNCIL ACTION Proposed policy, not yet approved		

The Town of Parker's Memorial Banner Program was created to recognize and honor deceased Town of Parker residents who have served our country in the military. Each banner will honor one (1) veteran and will include their name, branch and years of service and photo. Banners will be produced using an approved template and will be displayed on a street light in or near Living Wheel Park from approximately May 1 through July 4 to commemorate the dedication of local veterans to our country.

Program Eligibility

To qualify for this program, the individual being honored must have served in one of the recognized branches of the United States Armed Forces and have died in the line of duty or been honorably discharged from service before their passing. Veterans from incorporated Parker will be given first priority, followed by those who lived in the 80134 or 80138 zip codes. If banner spaces are still available, veterans from outside of the greater Parker area may be considered.

Cost

The cost per banner is \$150, which includes the design, production, installation, and removal of the banner. Banners must be requested and paid for by the immediate family* of the service member to be honored. **Immediate family includes parents, spouse, children and siblings.*

Banner Display

Banners will be displayed approximately from May 1 through July 4. The Town of Parker and FASTSIGNS of Parker are not responsible for replacing banners that are stolen, damaged or destroyed due to age, vandalism or any acts of nature, including high winds. At the end of the display period, banners may be picked up by the family at FASTSIGNS.

Requesting a Banner

To request a banner, please fill out our [Veterans Memorial Banner Request Form](#). Our staff will contact you to let you know if your banner has been selected for use in the program. Once you have received confirmation that your banner has been accepted, payment of \$150 must be made to FASTSIGNS of Parker prior to your banner being produced and hung.

FASTSIGNS of Parker

Attn: Memorial Banner Program

18921 Plaza Drive, Suite 102

Parker, CO 80134

Please make checks payable to FASTSIGNS of Parker

Include "Memorial Banner Program" on the memo line

Selection Process:

- Banner applications must be received by April 1.
- Fourteen (14) banner spaces are available for the first year of the program.
- First priority will be given to veterans from incorporated Parker, followed by those who lived in the 80134 or 80138 zip codes. If banner spaces are still available, veterans from outside of the greater Parker area may be considered.
- Once the application is verified and approved, the applicant will be notified of the final banner approval.
- Payment must be received prior to banner production.
- Banners will be installed annually on or around May 1 and displayed through approximately July 4.
- Once a banner has been removed, it may be picked up by the family at FASTSIGNS of Parker.

Banner Requirements

Approved banners will be designed, produced and hung by FASTSIGNS of Parker, located at 18921 Plaza Drive, Suite 102 in Parker. Banners will be produced using an approved layout template, customized with the honorees name, branch and years of service and photo.

FASTSIGNS may also be reached at 303.841.3278 or by [email](#).

Questions

If you have additional questions, please [email us](#) or call 303.841.2332.



Request for Town Council Action

Date: March 2, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-014**
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

Resolution 20-014 allows the open consumption of alcoholic beverages in Discovery Park from 4 p.m. to 9 p.m. during the Cultural Department's outdoor concert season.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Sections 8.08.010 and 12.02.200 of the Parker Municipal Code authorize the possession and consumption of alcohol on park lands designated by Town Council resolution. Last year, the Town adopted a resolution allowing the consumption of alcoholic beverages at Discovery Park during the outdoor summer concert season. Upon completion of this concert season, staff representing the Parks and Recreation Department, the Cultural Department and the Police Department all agreed that this change was well received by the community and did not prove to be disruptive to the event.

This Resolution would allow for the consumption of any fermented malt beverage or malt, vinous or spirituous liquor in the park from 4:00 p.m. until 9:00 p.m. on the following dates: June 4, 2020; June 18, 2020; June 25, 2020; July 2, 2020; July 9, 2020; July 16, 2020; July 23, 2020; and July 30, 2020.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 20-014

RECOMMENDED MOTION

I move to approve Resolution 20-014, as part of the consent agenda.

RESOLUTION NO. 20-014, Series of 2020

TITLE: A RESOLUTION AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN DISCOVERY PARK, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, the Town of Parker is a home rule municipality duly organized and existing under laws of the State of Colorado and the Town's Charter;

WHEREAS, the Colorado General Assembly enacted SB 18-243, which, among other things, allows municipalities and counties to authorize the consumption of any fermented malt beverage or malt, vinous or spirituous liquor in any public place, other than a public right-of-way, if specifically authorized by ordinance, resolution or rule;

WHEREAS, Sections 8.08.010 and 12.02.200 of the Parker Municipal Code authorize the possession and consumption of alcohol on park lands designated by Town Council resolution;

WHEREAS, the Town Council of the Town of Parker desires to authorize the possession and consumption of alcoholic beverages in Discovery Park, subject to certain conditions; and

WHEREAS, on May 20, 2019, the Town Council approved by Resolution 19-026 such a measure for the 2019 concert series, which produced no increase in negative impacts as reported by Town staff, and therefore, the Town Council wants to authorize the consumption of alcoholic beverages in Discovery Park for 2020.

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

Section 1. Discovery Park is hereby designated as the only park lands within the Town of Parker where the possession and consumption of alcoholic beverages, including any fermented malt beverage, or any malt, vinous or spirituous liquor, shall be allowed, subject to the following limitations:

a. Possession or consumption of alcoholic beverages in glass containers shall not be allowed.

b. Possession or consumption of alcoholic beverages shall only be allowed from 4:00 p.m. until 9:00 p.m. on the following dates: June 4, 2020; June 18, 2020; June 25, 2020; July 2, 2020; July 9, 2020; July 16, 2020; July 23, 2020; and July 30, 2020.

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: March 2, 2020

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-015**
A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

The Town Administrator is responsible for proposing a plan for the administrative organization of the Town (the "organization plan"), subject to Town Council approval. The Town Administrator wishes to amend the organization plan and requests Town Council approval of the proposed amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under Section 2.03.020(e)(10) of the Parker Municipal Code, the Town Administrator is responsible for proposing the organization plan for adoption by Town Council. The Town Administrator is proposing an amendment to the organization plan, which is described in Resolution No. 20-015.

The amended organization plan moves the oversight of the Cultural Department to the Deputy Town Administrator. With the Deputy Town Administrator position now filled and no longer an interim position, there is more capacity for oversight of Cultural Department. It also provides for better alignment of the departments and functional areas.

Attached for the Town Council's information is the proposed organizational chart illustrating the proposed change.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 20-015
2. Org Chart 3.2.20

RECOMMENDED MOTION

I move to approve Resolution No. 20-015, as a part of the consent agenda.

RESOLUTION NO. 20-015, Series of 2020

TITLE: A RESOLUTION TO AMEND THE ADMINISTRATIVE ORGANIZATION PLAN FOR THE TOWN OF PARKER

WHEREAS, Section 2.03.020(e)(10) of the Parker Municipal Code authorizes the Town Administrator to "propose for adoption by Council, at any time or from time to time, a plan of administrative organization of the Town government, which plan shall be adopted by the Council by resolution or ordinance;

WHEREAS, the Town Administrator proposes amendments to the administrative organization plan of the Town government; and

WHEREAS, The Town Council desires to approve the amendments proposed by the Town Administrator.

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 approves the administrative organization plan for the Town of Parker, as amended, which is attached hereto as **Exhibit A** and incorporated by this reference.

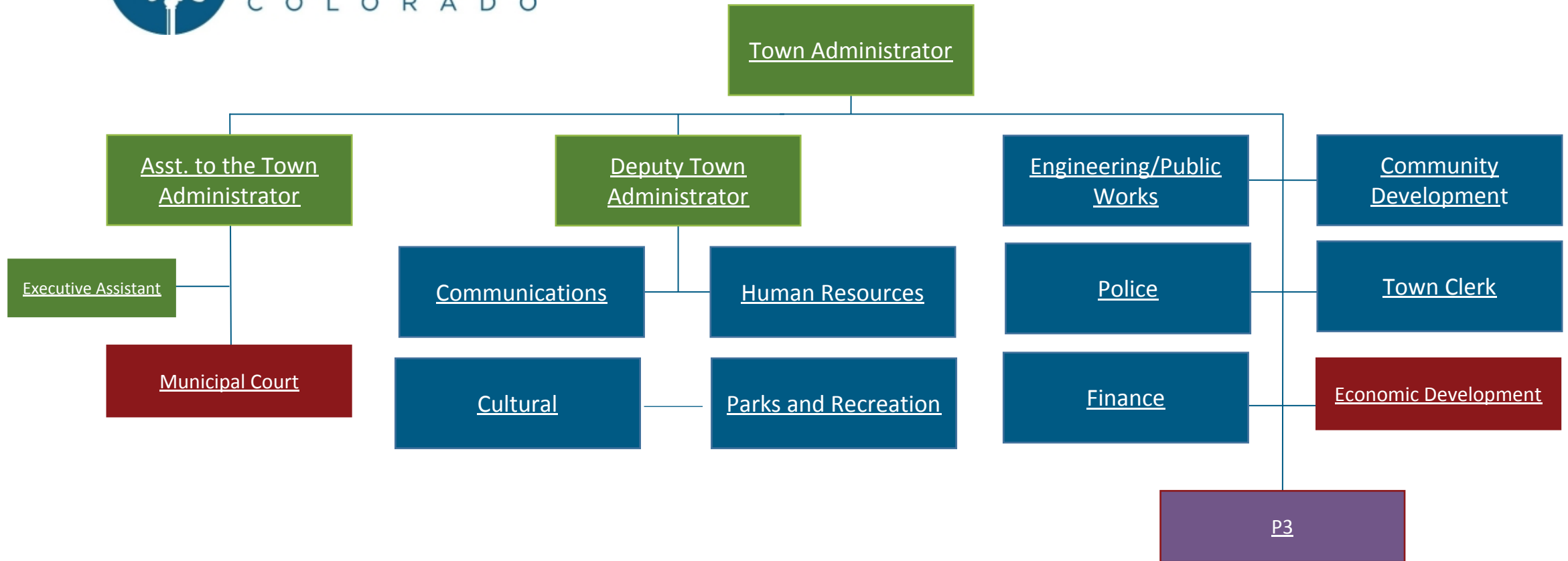
RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



DRAFT 3/2/20

- Town Administrator Office
- Department
- Division



Request for Town Council Action

Date: March 2, 2020

Submitted By: Danny Smith, Streets Manager
John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2020 Townwide Diamond Grind and Joint Seal Program (CIP20-005)**

Amount: \$762,737.06

Contractor: Penhall Company

Department: Engineering/Public Works, Danny Smith

EXECUTIVE SUMMARY

This item is to award of trade contractor agreement to Penhall Company for the 2020 Townwide Diamond Grind and Joint Seal Program (CIP20-005) for \$762,737.06. The Town of Parker needs to maintain and enhance its roadway network through annual maintenance projects. The Townwide Diamond Grind and Joint Seal program specifically addresses maintenance needs of concrete pavement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly opened competitive bids on February 4, 2020, for the 2020 Townwide Diamond Grind and Joint Seal Program (CIP20-005). This program will include diamond grinding and joint saw and resealing the concrete surface of Hilltop Road from Parker Road to Narrow Pine Parkway. Additional information for this project will become available on the Town's website. Staff will also be presenting information on this project at an upcoming Town Council Study Session (anticipated for April 2020).

The Town of Parker received three (3) sealed bids from contractors, with Penhall Company being the lowest responsible bidder. Penhall Company has performed as a prime contractor and completed multiple projects for municipalities in the Front Range region. Therefore, Town staff recommends moving forward with this contract award.

The bids were as follows:

1. Penhall Company - \$762,737.06
2. Diamond Surface, Inc - \$843,107.58
3. Roadworx, Inc - \$1,445,398.67

Engineers Estimate: \$681,600.00

FINANCIAL IMPACT

Funding for this project has been appropriated in the Engineering and Public Works Streets Division repair and maintenance (R&M) general fund account (101-4310).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 2, 2020
Submitted By: Jason Long, Police Systems Administrator
Reviewed By: Michelle Kivela, Town Administrator
Title: Central Square/TriTech

Amount: \$192,104.90
Contractor: Central Square/TriTech
Department: Finance, Jason Long

EXECUTIVE SUMMARY

The award of this contract will allow for the software support and maintenance of the CentralSquare Enterprise CAD (Computer Aided Dispatch) for Parker Police Department and Lone Tree Police Department under the IGA between the two entities. The software suite support and maintenance includes support for the Enterprise RMS (Records Management Systems) for the Parker Police Department only, and does not include Lone Tree.

This software suite allows for Dispatch/911 and Patrol to communicate effectively and use the RMS to collaborate on various reports for data collection, workflows and real-time reporting enhancing the Police Departments reporting capability internally and externally.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Police Department has utilized this software for many years and CentralSquare is one of the leading providers of the Public Safety Suite, which includes Enterprise CAD, Enterprise RMS and other tools necessary for all Police Department staff to work effectively. This is a major software system used by the Parker Police Department and would require a constructive effort to replace such a integral part of the agency.

This software allows for full communication and record keeping by all Police Department staff. Dispatch uses the software for life saving operations and to enhance Officer safety through the software offered.

FINANCIAL IMPACT

The cost for the CentralSquare Enterprise CAD and Enterprise RMS maintenance for 2020 is \$192,104.90 and this amount is included in the Information Technology budget for 2020.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 2, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.262.1 - Rezoning - Second Reading
(Continued from 2/3/20)
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

EXECUTIVE SUMMARY

The applicant, Colorado Steel Systems, is proposing to amend the Dransfeldt Place Planned Development (PD) zoning to permit certain light industrial uses as a use by-right. The intent of this PD zoning amendment is to better align the permitted uses with the Parker 2035 Master Plan which designates this area as part of the Light Industrial Character Area. The current zoning for the subject property was adopted at annexation in 2008 and requires a use by special review approval for all light industrial uses. The proposal will improve the PD zoning by reflecting the light industrial character of the area and better implementing the Master Plan designation for land use.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was originally annexed and zoned as part of the Dransfeldt Place Planned

Development in 2008. At that time, the 21-acre property was platted to create 12 lots. In 2016, Town Council approved a use by special review application for a self-storage/mini-storage facility on Lot 8A and a recreational vehicle (RV) storage facility on Lot 10A. These uses have since been developed and are active businesses.

Lots 3A and 3B are under construction with a new light industrial building and the remaining lots are vacant. The site plan application for the new light industrial building started the discussion with Town staff to amend the PD zoning to permit light industrial uses as a use by right. Staff requested that the applicant coordinate with the other property owners in the Dransfeldt Place PD to obtain support for the proposed rezoning application. The applicant has been able to obtain the support of most property owners and, based upon this effort, the Community Development Department has co-signed the rezoning application as permitted by Section 13.04.240 of the Municipal Code.

The proposed rezoning application has been submitted to the Town to allow certain light industrial uses to be processed as a use by-right. This will provide applicants and small businesses with appropriate uses to have a more efficient and predictable process to obtain approvals. The applicant also proposes to clean-up the list of permitted uses by eliminating uses that are redundant, incompatible with the Master Plan or that have been poorly worded. In addition, the PD zoning amendment would eliminate an obsolete build-to line standard along Dransfeldt Road and replace it with a requirement that all buildings along this frontage meet the Town's new Development Design Standards.

The Parker 2035 Master Plan indicates that the Dransfeldt Place PD is located in the Light Industrial Character Area. The proposed PD rezoning application is consistent with the Master Plan because it would more readily permit appropriate light industrial development as a use by-right in furtherance of the Town's land use policy that this area should be light industrial in character.

Staff has also reviewed the proposed PD rezoning application against the nine (9) criteria for rezoning contained in the Land Development Ordinance and determined that the criteria for approval have been met.

The Planning Commission recommended approval of the Dransfeldt Place Planned Development, 1st Amendment at the February 13, 2020 public hearing.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 3.262.1
3. February 13, 2020 Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.262.1 on second reading.

Vicinity Map



ORDINANCE NO. 3.262.1, Series of 2020

TITLE: 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

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “Dransfeldt Place Development Guide,” approved by the Town Council on June 21, 2008, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on July 25, 2008, at Reception No. 2008052666, pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

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

e. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The Dransfeldt Place Development Guide is hereby amended as provided in the “Dransfeldt Place Development Amendment No. 1 Development Guide,” which is attached hereto as **Exhibit B** and incorporated by this reference (the “First Amendment”). The uses permitted for the Property are specifically described in the First Amendment.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is

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

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

Legal Description

A parcel of land located in the west half of Section 15, Township 6 south, Range 66 west of the 6th Principal Meridian, County of Douglas, State of Colorado, and being more particularly described as follows:

Lots 1 through 10, and Tracts A through C,

Dransfeldt Place Minor Development Plat

According to that map recorded July 6, 2016, at Reception No. 2016043917,

County of Douglas,

State of Colorado,

Containing 915,430 square feet or 21.015 acres, more or less.

Dransfeldt Place Development Amendment No. 1

**An integrated office and light industrial development
In the Town of Parker, Colorado**

Development Guide

The PD - Planned Development Zoning Regulation for a Commercial Development on Dransfeldt Road adjacent to Lincoln Meadows in the Town of Parker

Dransfeldt Place Development Guide

Version:

18 December 2019

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Section III:	LI: Light Industrial Use Areas	Pages 6 - 8
	Uses and Development Standards for the LI Land Use Areas as defined on the Dransfeldt Place Plan and Guide	
	Exhibit Attachments	
	A List of important Exhibit Attachments to this Development Guide	
	Exhibit 1 - Zoning Map	
	Exhibit 2 - Legal Description	

Dransfeldt Place Development Guide

Section I: Introduction

A. Statement of Purpose

This Development Guide provides site-specific development standards for the 20.006 acre Dransfeldt Place Development Planned Development. Located on Dransfeldt Road approximately one-quarter of mile south of Lincoln Avenue, this project consists of a light industrial unified campus with an emphasis on professional office workspace which can include sales, service, accessories and retail buildings that accommodate a variety of services.

Thus, the purpose of these Development Guidelines is to establish standards for the comprehensive development and improvement of the property.

B. Common Definitions

This Section defines terms, words and phrases used in this Development Guide. Words, terms and phrases used herein shall be interpreted in accordance with these definitions. All other terms, words or phrases not specifically defined herein shall be given their meaning as outlined in the Land Development Ordinance.

Abutting or Contiguous Land:

A parcel of land that has a common boundary line with another parcel of land.

Commercial Retail:

A commercial use characterized by the selling of tangible goods, wares and merchandise directly to the consumer.

Commercial Service:

A commercial use characterized by the selling of services and intangibles directly to the consumer.

Common Area or Common Element, Commercial:

The total area and structures within a commercial or industrial project which are designed, designated and maintained for common use and enjoyment by the owners and tenants of the project and their invitees, such as parking facilities and their appurtenances, enclosed and open malls, sidewalks, landscaped areas, public toilets and service facilities.

Construction:

The actual placement and fastening of construction materials in a fixed position. If a basement is being excavated, such excavation shall be deemed to be actual construction. If demolition or removal of any existing building or structure has commenced preparatory to construction, such demolition or removal shall be deemed to be actual construction. The term construction shall apply to buildings, roadways, utilities, other structures and landscaping.

Courtyard:

A space open and unobstructed to the sky, located at or above grade level on a lot bounded on three (3) or more sides by walls of a building.

Covered Parking:

Parking facilities that are protected by a roof or enclosed within a structure.

Driveway:

A private vehicular passageway for the exclusive use of the owners and occupants of the lot(s) or project and their invitees.

Educational Facility:

Private or public schools, colleges, universities, technical schools or libraries qualified to offer general academic and/or specialized education.

Garage, Private:

A building, or portion thereof, used primarily for the parking of motor vehicles belonging to the occupants of the land upon which it is situated and their invitees.

Garage, Public:

A building or portion thereof, other than a private garage, used for the parking of motor vehicles.

Hotel/Motel:

Any building arranged, designed and intended as a temporary lodging place for human beings, with or without meals; in which there are six (6) or more guest rooms or suites; and in which no provision is made for cooking in any individual room or suite. A Motel use differs only in that it caters toward users travelling by automobile.

Joint Use of Parking:

The shared use of off-street parking facilities by more than one type of land use where the same parking spaces are taken into account in satisfaction of the parking requirements of each use.

Dransfeldt Place Development Guide

Laboratory:

A building or portion of a building devoted to the experimental study of the science of testing and analysis of chemicals, drugs, explosives, minerals, etc.

Laboratory -Medical or Dental:

A building or a portion of a building devoted to the use of providing bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists and where no fabrication is conducted on the premises, except the custom fabrication of dentures.

Landscaping:

Improvement to an area of land by the planting of a combination of trees, shrubs and ground cover, or the installation of other materials such as rock, bark, retaining walls, or sprinkler systems.

Lot Area:

The total horizontal area within the lot lines of a lot.

Lot, Corner:

A lot of which at least two (2) adjacent sides abut for their full length upon a public street.

Lot, Double Facing:

A lot of which the front and rear property lines abut for their full length upon a public street.

May:

A right or election to do so, not a requirement.

Major Facilities of a Public Utility:

A transmission line, power plant, switching station, substation of electrical facilities, pipelines and storage areas of utilities providing natural gas or petroleum derivatives.

Mobile Office:

A vehicle, with or without self-motive power, designed and equipped for human occupancy for industrial, commercial or professional purposes, including but not limited to, temporary offices for the sale of homes, temporary construction management and supervisor trailers.

Motel:

A hotel primarily used for transients traveling by automobile.

Office:

A place of business containing offices.

Protective Covenants:

A written agreement, duly recorded, binding upon a specified group of property owners and their successors, heirs or assigns

wherein certain restrictions and conditions are established to promote and protect the value, desirability and development of the subject property.

Public or Quasi-Public Facilities:

Facilities intended for public use including but not limited to: educational facilities, fire stations, police stations, public parks, public recreational facilities, public utilities and public roadways.

Recreation Vehicle Storage:

An area of land and associated structures arranged, designed and intended to accommodate the temporary parking or storage of unoccupied recreation vehicles.

Setback Line-Front:

A line parallel to the front lot line and tangent to that part of the building situated on the lot that is closest to the front lot line

Setback Line-Rear:

A line parallel to the rear property line and tangent to that part of building situated on the lot that is closest to the rear property line

Setback Line-Side:

A line parallel to the side property line and tangent to that part of the building situated on the lot which is closest to the side property line (excluding open fire escapes or stairways, eaves, overhangs, chimneys, uncovered patios and decks, fences and courtyards).

Shall:

Mandatory responsibility or requirement.

Structure:

Anything constructed or erected in, under, over or upon the land, or attached to something in, under, or upon the land.

Structure, Temporary:

A structure that is not a permanent structure, or one, which is constructed for a special purpose in contemplation of removal upon accomplishment of such purpose.

Temporary Construction Yard:

A place for temporary offices and temporary storage of materials used for the construction of any structure permitted.

Transitional Uses:

Property that is in the interim period between annexation/ rezoning and development.

Dransfeldt Place Development Guide

SECTION II: General Provisions

A. Purpose

The purpose of this Dransfeldt Place Development Guide (hereinafter referred to as the "Development Guide") is to establish standards for the development of property in an efficient and orderly fashion.

Innovative, yet consistent, design standards shall be encouraged. The property shall be developed as a community with common themes throughout and strong attention paid to existing drainage ways.

B. Application Adoption & Effect

This Development Guide shall apply to all lands described in Exhibit B, "Legal Description of Property," and shall become effective upon the approval and adoption of same by the Town Council of the Town of Parker. From that date forward, all uses of the property shall be in conformance with this Development Guide.

C. Authority

The authority of this Development Guide is outlined in the Town of Parker Municipal Code, as amended.

D. Enforcement

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

E. Modifications

Any modification of this Development Guide which substantially changes the intent of this development or the overall density, in so far as maximum density or commercial and office intensity, shall be processed through the Town of Parker as a Rezoning and meet all the requirements of a Rezoning as outlined in the Town of Parker Municipal Code, as amended.

F. Relationship to Development Plan

Together with this Development Guide, a Dransfeldt Place Planned Development has been prepared and serves as the graphic representation of these provisions. This Dransfeldt Place Planned Development is a part hereof and is incorporated herein by this reference with everything shown thereon and all amendments thereto.

G. Relation to the Town of Parker Subdivision and Site Plan Regulations

All provisions of the Town of Parker Subdivision Regulations and Site Plan standards, and any amendments thereto as may be made from time to time, are by this reference incorporated herein as if fully set forth.

H. Conflicting Provisions

The provisions of this Development Guide shall prevail and govern the development of Dransfeldt Place, except where these provisions do not clearly address a specific subject, or are in conflict with a specific provision defined within the Town of Parker Municipal Code, as amended. In such situations, the provisions of the Town of Parker Municipal Code, as amended, shall prevail, when applicable.

I. Land Use Boundaries & Density

- 1) **Boundary Calculation:**
All land use areas shall be considered to include all of the land within the perimeters indicated on the Dransfeldt Place Planned Development and one-half of any adjacent streets.
- 2) **Final Boundary Configuration:**
The Dransfeldt Place Planned Development is intended to depict general locations and illustrate concepts of the provisions of the Development Guide.

J. Dedication Requirements

All dedications of Public Facilities, including but not limited roadways, utility easements and drainage facilities and easements, shall be made at the time of final platting of the specific project area.

Dransfeldt Place Development Guide

Section III: LI: Light Industrial Use Areas

A. Intent

Small-scale industrial operations including the assembly, distributing, fabricating, manufacturing, packaging, processing, repairing, servicing, or wholesaling of goods or products, using parts or components previously processed or manufactured from raw materials and wholly contained within a building. This definition does not include the initial processing of raw materials. Light industrial uses are capable of operation in a manner that completely mitigates the external effects of the manufacturing process, such as noise, smoke, fumes, odors, glare, or health or safety hazards.

B. Uses Permitted and Uses by Special Review (UbSR")

Listed uses are identified as either "Permitted, or "Use by Special Review (UbSR) with an "X" in the appropriate column in the matrix below. Uses not listed in the matrix will be at the Community Development Director's determination as to whether they are Permitted, or UbSR in accordance with the Town of Parker Municipal Code, as amended:

General Commercial Uses		
Type of Use	Permitted	UbSR
Offices: general, medical, dental, and professional	X	
Financial Services: including banks and brokerages	X	
Retail Shopping Establishments	X	
Personal and Convenience Services	X	
Research and Development Facilities	X	
Convenience Service Establishments with Gas Pumps		X
Building Material Sales	X	
Small Animal Veterinary Clinic, with or without kenneling		X
Dog Training and Grooming, with or without kenneling		X
Greenhouses and Plant Nurseries		X
Mini- Storage Warehouses, including Recreational Vehicle Storage*		

* Mini Storage Warehouses, including Recreational Vehicle Storage

Storage, self storage, outdoor self storage and warehouse uses are prohibited under the Town of Parker's Land Development Ordinance "Storage Uses and Overlay District" approved on March 7, 2016. Those storage uses and structures that were approved, permitted and constructed prior to the effective date of the "Storage Uses and Overlay District" and in existence prior to the approval date of this Dransfeldt Place Amendment No. 1 shall be allowed to continue as a nonconforming use under the Town of Parker Municipal Code, as amended.

New storage, self storage, outdoor self storage and warehouse uses or the expansion of existing storage uses and structures will not be reviewed or considered in the Dransfeldt Place Planning Area while the Storage Uses and Overlay District remains in effect. In the event the Storage Uses and Overlay District is repealed by the Town Council (other than as part of an ordinance that repeals and replaces such ordinance), all new and expanded storage, self storage, outdoor self storage and warehouse uses will be classified as a Use by Special Review and reviewed as such.

Dransfeldt Place Development Guide

Eating, Drinking, and Entertainment Establishment Uses

Type of Use	Permitted	UbsR
Restaurant, with indoor or outdoor seating, with or without alcoholic beverage sales	X	
Fast Food restaurants, with or without drive-thru facility	X	
Take out and Delivery Food Service	X	
Indoor Movie Theater**		X
Indoor Recreation Facility		X
Public Park or Playground	X	
Trail or Trailhead	X	
Instructional Services/ Studios	X	

Automotive Uses

Type of Use	Permitted	UbsR
Automobile Sales, Leasing, and Rental (new and used)		X
Automobile and Truck Service and Repair	X	
Tire Sales and Repair	X	
Motorized Equipment Sales, Leasing, Rental, Service and Repair (if "Service and Repair" are an accessory use to the principal use of sales, leasing and rental)	X	
Car Wash		X
Light Machinery Repair	X	
Light Manufacturing or Assembly of Small Equipment, Parts or Supplies	X	
Automobile Body Shop	X	
Sales of Automotive Gasoline or Fuel		X
Distribution Facilities	X	
Contractors Offices with Accessory Equipment and Trailer Storage	X	

Institutional Uses

Type of Use	Permitted	UbsR
Places of Religious Assembly**	X	
Government Uses Less Than or Equal To 5,000 Square Feet**	X	
Government Uses More Than 5,000 Square Feet**		X
Ambulance Service**		X
Conference Center or Meeting Hall **	X	

** Light Industrial Conservation Overlay District

Uses shall comply with the regulations and limitations outlined within the Town of Parker Municipal Code Light Industrial Conservation Overlay District, as amended.

Dransfeldt Place Development Guide

C. Design Standards, all lots

Design Standards		
Principal Structure Setbacks	From Dransfeldt Road	30 Feet
	From Internal Streets	15 Feet
	From Rear Or Side Lot Line	0 Feet
Principal Building Separation	Edge of Building to Edge of Building	15 Feet
Seperation From Residential Uses	Edge of Building to Edge Of Residential Lot	100 Feet
All Structures	Maximum Building Height	45 Feet
	Heights Greater Than 45 Feet	UBSR

D. Design Criteria for Commercial Lots within Parker Gateway:

- 1) On-site lighting will comply with the requirements of the Town of Parker Municipal Code, as amended
- 2) Building materials, material colors, pedestrian orientation, and building placement on lots shall be done in accordance with the "Town of Parker, Commercial, Industrial & Multi-Family Design Guideline Standards", as amended.
- 3) For lots which abut Dransfeldt Road, the commercial design standards shall apply, as outlined within the Commercial, Industrial, and Multi-Family Residential Design Standards.

Exhibit 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 10, AND TRACTS A THROUGH C,

DRANSFELDT PLACE MINOR DEVELOPMENT PLAT

ACCORDING TO THAT MAP RECORDED JULY 6, 2016 AT RECEPTION NO. 2016043917

COUNTY OF DOUGLAS,

STATE OF COLORADO

CONTAINING 915,430 SQUARE FEET OR 21.015 ACRES, MORE OR LESS.



Planning Commission Staff Report

Planning Commission Date: 2/13/2020

Town Council Date: 3/2/2020

Hearing Type: **Public Hearing**
DRANSFELDT PLACE PLANNED DEVELOPMENT
– Rezone (Continued from January 23, 2020)
TRAKiT No.: Z19-013

Location: **Generally located at the west side of Dransfeldt Road between Lincoln Meadows Parkway and Plaza Drive**

Project Planner: **BrieAnna Simon, Associate Planner**

Applicant: **Dan Myers, Colorado Steel Systems**

Executive Summary: **The applicant, Colorado Steel Systems, is proposing to amend the Dransfeldt Place Planned Development (PD) to allow certain Light Industrial Uses as a Use by Right. The site is located on the west side of Dransfeldt Road between Lincoln Meadows Parkway and Plaza Drive.**

Staff Recommendation: **Approval**

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the request to rezone the property to Dransfeldt Place Planned Development, Amendment No. 1.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council deny the request to rezone the property to Dransfeldt Place Planned Development, Amendment No. 1.”

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

“I move the Planning Commission vote to continue the request to rezone the property to Dransfeldt Place Planned Development, Amendment No. 1 to a future date.”

I. BACKGROUND/DISCUSSION

The property was originally annexed and zoned as part of the Dransfeldt Place Development in 2008. In 2008, the approximate 21-acre property was platted to create twelve lots. In 2016, Town Council approved a use by special review for mini-storage warehouse on Lot 8 and recreational vehicle (RV) storage facility with garages on Lot 10. Both sites have been fully constructed with the approved use.

Lots 3A and 3B are under construction with a new light industrial building and the remaining lots are vacant. The site plan application for the new light industrial building started the discussion with Community Development staff to amend the PD to allow for light industrial uses to be a use by right. The Town required the applicant to coordinate with the other property owners within the development and get the support of the association in order to submit an application for the rezone. Based on this effort, the Town's Community Development Department has co-signed the application per Section 13.04.240 of the Town of Parker Municipal Code. The intent of the proposed rezoning is to align the PD with the Parker 2035 Master Plan. Currently all industrial uses require a use by special review.

The proposed rezoning has been submitted to the Town to allow certain light industrial uses to be changed from a use by special review to a use by right. Also, the list of uses has been consolidated to reduce redundant uses, uses not compatible with the light industrial have been removed, and uses have been reworded to align with those found in the current Town of Parker Municipal Code. Additionally, the build-to line along Dransfeldt Road has been removed and replaced with a requirement for all buildings along Dransfeldt Road to meet the Commercial Development Design standards. For the storage uses that exist today with the Dransfeldt Place PD, the proposed amendment does not alter the status of these uses. These storage uses remain as a nonconforming use as outlined in Section 13.04.230 in the Town's Municipal Code.

The Parker 2035 Master Plan shows these properties in the Light Industrial Character Area, the proposed rezoning will allow for limited light industrial uses by right on the properties which aligns with the Master Plan. Staff has reviewed this proposed against the nine (9) criteria for rezoning set forth in the Land Development Ordinance and has determined that the criteria have been met.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
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7/21/2008	Annexation
7/21/2008	Dransfeldt Place Planned Development Approval
12/15/2008	Dransfeldt Place Minor Development Plat Approval
4/18/2016	Dransfeldt Place MiniStorage UBSR (Z16-004) Approval for both Lot 8A Blue Mountain Storage and Lot 10A RV Vault Parker Garage Storage
5/1/2017	Dransfeldt Place Plat Amendment No. 2 – Vacation and Replat of Lot 3A
6/19/2017	Dransfeldt Place Light Industrial Use (Z17-006) Approval for Lot 2A JD Steel
1/17/2018	Dransfeldt Place Plat Amendment No. 3 – Subdivide Lot 3A in two parcels
6/17/2019	Dransfeldt Place Site Plan – Multi-tenant Building Light Industrial Uses

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	Light Industrial Conservation Industrial District		
PD & Plan Area	Dransfeldt Place – Planned Development		
Master Plan Area	Light Industrial		
Site Acreage	21 Acres		
Subdivision	Dransfeldt Place		
Existing Use	Two of the twelve properties have been approved and developed with storage uses through a use by special review. Lots 3A and 3B are under construction with a new light industrial building and the remaining lots are vacant.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	PD - Planned Development	Institutional Use – Parker Police Department Vacant Industrial Land
South	Light Industrial	PD - Planned Development	Light Industrial Uses – Medtronic and OraLabs
East	Light Industrial	LI - Light Industrial	Light Industrial and Car Repair, Auto Body Shop and Garbage Company Operations Facility
West	Light Industrial	PD - Planned Development	Institutional Use – American Academy Light Industrial – Self Storage Facility, Contractor’s Yard and Nursery

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Light Industrial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Light Industrial District is centrally located with properties that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.
Consistent Goals/Strategies	<u>Land Use 1.A</u> <u>Land Use 1.C</u> <u>Community Appearance and Design 3</u> <u>Community Appearance and Design 5.C</u>
Inconsistent Goals/Strategies	None
Staff Analysis	The property is located within the Light Industrial Character Area of the Parker 2035 Master Plan. The Master Plan identifies the Light Industrial Character Area as providing for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. The proposed PD Amendment seeks to permit uses typically found within a light industrial district by right and restrict uses not compatible with this character area.

V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

This property has vehicular access from Dransfeldt Road. There are no proposed changes to the existing vehicular access or traffic circulation.

VI. APPROVAL CRITERIA

Title 13.04.240.f. Criteria for approval for amendments to the land use ordinance or zoning map:

1. A need exists for the proposal;

Applicant analysis and findings:

The Dransfeldt Place Subdivision is in the middle of the only 2035 Master Plan Light Industrial area, and is currently the only developed subdivision with undeveloped lots in the Town. We are having many potential clients approaching to us about light industrial facilities, and are having trouble in the surrounding areas finding available lots for their use.

Staff analysis and findings:

The proposed properties are located within and completely surround by the Light Industrial Character Area described in the Parker 2035 Master Plan. The proposed Planned Development amendment allows for uses that are in harmony and compatible with the character of the surrounding neighborhood and uses. The proposed amendment will better serve the public and Town by meeting the intent of the Town's Master Plan.

Therefore, staff has determined that, subject to conditions, this criterion can be satisfied.

2. The particular parcel of ground is indeed the correct site for the proposed development;

Applicant analysis and findings:

As mentioned above, this subdivision is in the 2035 Master Plan light industrial development area, but there are only 2 industrial uses by right in the current PD. That deters development, and increases the work load for Town of Parker going through the UBSR process for every lot in the subdivision.

Staff analysis and findings:

The proposed properties are located within and completely surrounded by the Light Industrial Character Area of the Town's Master Plan. The Master Plan identifies land uses within this character area to generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. The proposed amendment will align the permitted uses in the PD with the those typically found within a Light Industrial zoning district and provide compatibility with the surrounding land uses.

Therefore, staff has determined that this criterion can be satisfied.

3. There has been an error in the original zoning; or

Applicant analysis and findings:

We are not requesting a zoning change. We believe for the reason stated above that amending the PD will expand and encourage opportunities for development within the subdivision.

Staff analysis and findings:

There was not an error in the original zoning.

4. There have been significant changes in the area to warrant a zone change;

Applicant analysis and findings:

Again, it is not a zoning change, just a correction in the PD approved light industrial uses by right. There has been large demand in recent years for industrial sites, and most of the industrial zoned areas are full. All but a few lots of industrial zoned land in Castle Rock has been purchased by a single developer. There are a few sites in Dove Valley but they are too expensive for many potential clients. Some lots are available in Aurora, but the soil is so bad, that it makes the sites too expensive to develop for many clients. We know of a couple lots in Denver. The closest available larger tracts of industrial land to the North are in Adams County, and we have had several clients back out of those because of the travel distance for their employees. This makes Parker a very desirable area for industrial development.

Staff analysis and findings:

The properties were annexed, zoned and platted just prior to the 2008 recession. Since then construction within the PD has included an RV storage facility and a self-storage facility on Lots 8 and 10. Lots 3A and 3B are under construction with a new light industrial building and the remaining lots are vacant. Much of the recent development within the Light Industrial Character Area, outside of Dransfeldt Place have not been light industrial in nature. The Town continues to be concerned about accommodating future industrial uses that provide direct economic benefits and employment to the Town. The proposed amendment provides limited industrial uses by right, which addresses many of the Towns continued concerns.

Therefore, staff has determined that this criterion can be satisfied.

5. Adequate circulation exists and traffic movement would not be impeded by development; and.

Applicant analysis and findings:

The subdivision was built as an industrial subdivision so all circulation was designed with this in mind. All uses must meet development standards which includes traffic studies.

Staff analysis and findings:

This development has vehicular access from Dransfeldt Road. The proposed uses are not anticipated to generate significant traffic volumes beyond what the development has been designed for or lead to congestion which might result in undue traffic hazards.

Therefore, staff has determined that this criterion can be satisfied.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

Applicant analysis and findings:

Same as above. There would be no additional municipal service costs

Staff analysis and findings:

The overall development was established expecting industrial uses. This light industrial character is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) beyond which the Town currently provides. Therefore, the proposed uses will not require a level of community facilities and services greater than presently available to serve the properties.

Therefore, staff has determined that this criterion can be satisfied.

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant analysis and findings:

Same as above. Subdivision was designed for this use, so environmental impacts will not change. All uses must meet development standards, which includes environmental impact mitigation.

Staff analysis and findings:

The property is located within the light industrial area of the Town. The existing development and area was designed and built for light industrial uses. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Proposed uses by right are intended to be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses and will be reviewed through the Town's Site Plan process. All uses will be required to meet the Town of Parker Municipal Code in order to minimize and/or mitigate any environmental impacts.

Therefore, staff has determined that, subject to conditions, this criterion can be satisfied.

8. The proposal is consistent with the Town Master Plan maps, goals and policies.

Applicant analysis and findings:

Same as above. Subdivision is in an industrial area, and the changes we are requesting are consistent with the current zoning.

Staff analysis and findings:

The proposed properties are located within and completely surround by the Light Industrial Character Area of the Parker 2035 Master Plan. Amending the PD to permit light industrial uses as by right uses is supported by the Town's Master Plan. The uses within the proposed PD take into consideration those uses such as day cares and schools which are not compatible with such light industrial uses by removing them from the PD. The proposed PD meets the intent of the character and uses as outlined in the Town's Master Plan for the Light Industrial District.

Therefore, staff has determined that this criterion can be satisfied.

9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant analysis and findings:

The subdivision was designed as an industrial subdivision, so all services were taken into consideration for an industrial area.

Staff analysis and findings:

The Town has planned for development in this area to include light industrial uses. This light industrial character is not anticipated to generate demand for additional municipal facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, the proposed uses will not require a level of community facilities and services greater than presently available to serve the properties.

Therefore, staff has determined that this criterion can be satisfied.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Comprehensive Planning	The addition of certain light industrial uses as uses by right is supported by the Master Plan. It is recommended that certain sensitive uses, such as schools and day cares, not be permitted within the district. Please be aware that this property will remain subject to the Storage Overlay District and the Light Industrial Conservation District as described in Section 13.04 of the Land Development Ordinance.
Economic Development	No comment.
Fire Life Safety	No comment.
IREA	No comment.
Parker Water and Sanitation District	No comment.
Police	No comment.
Public Service Company	Please be advised that Public Service Company has existing natural gas distribution within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.
South Metro Fire	No comment.
Tri-County Health	The additional land uses proposed for Use by Right, including convenience stores with gas pumps, automobile and truck service and repair, and daycare facilities, have varying impacts on environmental and public health. TCHD may have more specific comments as the site is developed.
Town of Parker - Engineering	The traffic study that was approved for the Dransfeldt Place development assumed light industrial land uses, which generate relatively low traffic volumes. Several of the uses now proposed to be allowed as a Use by Right (convenience store, indoor recreation, etc.) would generate far more traffic than originally assumed. The applicant and all property owners within the development should be aware that should this rezoning be approved, any applications proposing such uses will be required to submit a revised traffic study and any impacts must be mitigated per the criteria set forth in the Town's Roadway Design and Construction Criteria Manual.

VIII. CONCLUSION

The proposed rezoning will allow for limited light industrial uses by right on the properties to bring the property into alignment with the Parker 2035 Master Plan. Staff has reviewed this proposal against the nine (9) criteria for rezoning set forth in the Land Development Ordinance and has determined that the criteria have been met. After evaluating the information provided by the applicant against the nine approval criteria, staff recommends that Planning Commission recommend that Town Council approve the request.

IX. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Dransfeldt Place Planned Development rezone request.

X. ATTACHMENTS

1. Applicant's Project Narrative
2. Proposed Planned Development Guide

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: March 2, 2020

Submitted By: Matt Carlson, Business Recruitment Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR EUCLID AVENUE CHOCOLATES CORP.**

Department: Economic Development, Matt Carlson

EXECUTIVE SUMMARY

Euclid Avenue Chocolates Corporation (Kilwins Parker) has filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Kilwins Parker is a highly interactive retail chocolate, fudge and ice cream shop in the historic downtown section of Parker. The business is a locally owned and operated franchise location of the Petoskey, Michigan, based chocolate manufacturer who supports more than 140 stores nationwide. The owner/operator, Susan Bertochi, is a resident of Parker with strong family ties in the community.

The owner has entered into a five-year lease on a 1,200 square foot retail space facing Victorian Drive backfilling the space formerly occupied by Victoria Marie jewelry. Kilwins' corporate staff have been closely involved in the site selection and design of the shop and sales projections conform to other similarly situated store locations. Staff has applied a relatively low "base amount" calculation of 10% of projected sales due to the absence of similar activities in either downtown or the greater Parker area.

The capital investment is estimated at \$100,000 (excluding furniture, fixtures and equipment). Annual sales are estimated to be \$650,000 initially growing to \$825,000 over 5 years. The operation will initially employ approximately 10 individuals when fully operational and grow with associated growth in sales with projected first-year payroll of \$100,000. The new location

is open and is currently exceeding sales projections.

The project represents a significant personal investment in the Town and meets the following goals of the Town's Tax and Fee Assistance Program (TAP):

Creates new jobs (employment)

Creates new sales tax

Contributes to the diversity of jobs and employment opportunities

Represents retail diversity.

FINANCIAL IMPACT

The proposed TAP agreement with Euclid Avenue Chocolates Corp. will include:

- 1) a rebate of 50% of increased sales tax (excluding Parks & Recreation taxes) for a period not to exceed 3 years, and;
- 2) a maximum rebate of all taxes that shall not exceed \$25,000.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Euclid Avenue Chocolates TAP Agreement

RECOMMENDED MOTION

I move to approve the Tax and Fee Program Assistance Agreement for Euclid Avenue Chocolates Corporation.

**TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR EUCLID AVENUE CHOCOLATES CORP.**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between Euclid Avenue Chocolates Corp., a Colorado corporation (the "Operator"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.2 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of retail sales tax-generating businesses within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, thus further increasing the sales taxes and fees collected by the Town.

B. The Operator desires to participate in the TAP Program and to share in the enhanced sales tax derived from the business described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Business"), which is located at 19501 East Mainstreet, #104, Parker, Colorado 80138, and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Operator shall be deemed the operator of the Business and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Operator owns all or any portion of the real property upon which the Business is operated at the relevant time, since the Operator is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Operator acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before June 1, 2020 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Operator each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the Town's written authorization for the Business to operate on the Property and shall terminate one (1) year from the date in which the Town issues the written authorization for the Business to operate on the Property; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to two (2) additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Operator in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the Business located on the Property:

a. Fifty percent (50%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Operator shall be One Thousand Six Hundred Twenty Dollars (\$1,620) per year for the initial year and One Thousand Seven Hundred Forty Dollars for year two and year three (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Operator and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Operator shall share in the Enhanced Sales Taxes derived from the Business located on the Property in the amount of Fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the three (3) one-year terms of the Agreement. The Enhanced Sales Tax shall be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the Business located on the Property shall be shared and the Operator's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The maximum period of time that this Agreement shall be in effect is three (3) years (commencing on the issuance of the Town's written authorization for the Business to operate on the Property as described in Paragraph 1.b.) or until the maximum sum of Twenty-Five Thousand Dollars (\$25,000.00) derived from Enhanced Sales Taxes defined herein have been paid to Operator for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the

maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Operator and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Operator which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes proceeds segregated by the Town Finance Director, the Town shall pay the Operator upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Operator shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Operator shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Operator are, and at all

times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the Town's written authorization for the Business to operate on the Property, on or before June 1, 2020. In the event that the Condition Precedent have not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Operator shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Operator waives any constitutional claims against the Town arising out of a breach of this Agreement. The Operator's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

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

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

Notice to the Town:	Town Administrator Town of Parker 20140 East Mainstreet Parker, Colorado 80138
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Notice to the Operator:	Susan Bertocchi Euclid Avenue Chocolates Corp. 19501 E. Mainstreet, #104 Parker, Colorado 80138
-------------------------	--

11. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Operator and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

12. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**OPERATOR: EUCLID AVENUE
CHOCOLATES CORP., a Colorado corporation**

Susan Bertocchi
Susan Bertocchi, President

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February, 2020, by Susan Bertocchi, as President of Euclid Avenue Chocolates Corp., a Colorado corporation.

My commission expires: 02/14/2024.

SEAL

Elyse Flaig
Notary Public

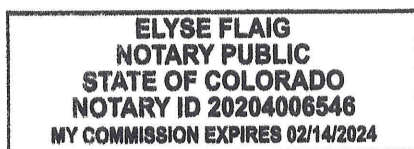


EXHIBIT LIST

Exhibit A	Description of Euclid Avenue Chocolates Corp.
Exhibit B	Legal Description
Exhibit C	Improvements
Exhibit D	Certificate of Compliance
Exhibit E	Base Amount

EXHIBIT A

DESCRIPTION OF EUCLID AVENUE CHOCOLATES CORP.

Euclid Avenue Chocolates Corp. is a highly interactive retail chocolate, fudge and ice cream shop in the historic downtown section of Parker. The business is a locally owned and operated franchise location of the Petoskey, Michigan-based chocolate manufacturer that supports more than 140 stores nationwide. The owner, Susan Bertocchi, is a resident of Parker with strong family ties in the community.

Euclid Avenue Chocolates Corp. has entered into a five-year lease on a 1,200-square-foot space facing Victorian Drive backfilling the space formerly occupied by Victoria Marie jewelry. Anticipated tenant improvements are estimated to cost \$100,000 (excluding furniture, fixtures and equipment). The organization will create approximately ten (10) jobs at move-in with an anticipated first-year payroll of \$100,000.

EXHIBIT B

Legal Description

A Portion of Lot 1, Block 1, Parker Central Area Filing 8, 4th Amendment, Town of Parker, County of Douglas, State of Colorado

Commonly known as: 19501 E. Mainstreet, Suite 104, Parker, Colorado 80138

EXHIBIT C

IMPROVEMENTS

The obligations and improvements which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement" include the improvement to approximately 1,200 square feet of an existing property in the Town of Parker which will equal or exceed One Hundred Thousand Dollars (\$100,000). The Business will create new employment opportunities (approximately 10 jobs) and will result in diversity of retail opportunities for Town residents.

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Euclid Avenue Chocolates Corp. in connection with that certain Tax and Fee Assistance Program Agreement for Euclid Avenue Chocolates Corp., dated _____, 2020 (the "Agreement"), that:

The Condition Precedent described in Paragraph 5 of the Agreement was fully satisfied on or before June 1, 2020.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this ____ day of _____, 2020.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

**OPERATOR: EUCLID AVENUE
CHOCOLATES CORP., a Colorado corporation**

Susan Bertocchi, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Susan Bertocchi, as President of Euclid Avenue Chocolates Corp., a Colorado corporation.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1

Month #1	\$ 135.00
Month #2	\$ 135.00
Month #3	\$ 135.00
Month #4	\$ 135.00
Month #5	\$ 135.00
Month #6	\$ 135.00
Month #7	\$ 135.00
Month #8	\$ 135.00
Month #9	\$ 135.00
Month #10	\$ 135.00
Month #11	\$ 135.00
Month #12	<u>\$ 135.00</u>
Total Annual Base	\$ 1,620.00

YEARS 2 and 3

Month #1	\$ 145.00
Month #2	\$ 145.00
Month #3	\$ 145.00
Month #4	\$ 145.00
Month #5	\$ 145.00
Month #6	\$ 145.00
Month #7	\$ 145.00
Month #8	\$ 145.00
Month #9	\$ 145.00
Month #10	\$ 145.00
Month #11	\$ 145.00
Month #12	<u>\$ 145.00</u>
Total Annual Base	\$ 1,740.00



Request for Town Council Action

Date: March 2, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.544 - Second 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**

EXECUTIVE SUMMARY

This ordinance proposes to dedicate sanitary sewer easements and temporary construction easements to Parker Water and Sanitation District (PWSD) over multiple Town-owned parcels. These easements are being requested to accommodate the 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 parcels consisting of open space or drainage facilities, over which PWSD is requesting approximately four acres of permanent sanitary sewer main easement, and approximately 6 acres of temporary construction easement. Detailed maps of the proposed alignment through

the affected parcels has been provided with this item. The sanitary sewer easements are non-exclusive in nature, and vary in width to achieve an easement width of 50 feet for this facility. The temporary construction easements are necessary to provide adequate work area for the contractor in some locations, and are proposed with a two-year expiration date to allow the project's completion.

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

RECOMMENDED MOTION

I move to approve Ordinance No. 1.544 on second reading.

PARKER WATER &
SANITATION DISTRICT
223304408018

E470 PUBLIC
HIGHWAY AUTHORITY
223309199005

MIRAMONT
PARKER LLC
223309103008

WESTCREEK MASTER
OWNERS ASSOCIATION INC
223309103002

NEXGEN WESTCREEK
HOLDINGS LLC
223309103009

TOWN OF PARKER
223309103007

TOWN OF PARKER
223309100012

DEPOT AT TWENTY
MILE LLC
223309103011

WESTCREEK MASTER
OWNERS ASSOCIATION INC
223309103014

CHALLENGER PARK ESTATES
HOMEOWNERS ASSOC INC
223309302066

TOWN OF PARKER
223309400066

TOWN OF PARKER
223309408002

PARKER AP LLC
223309408001

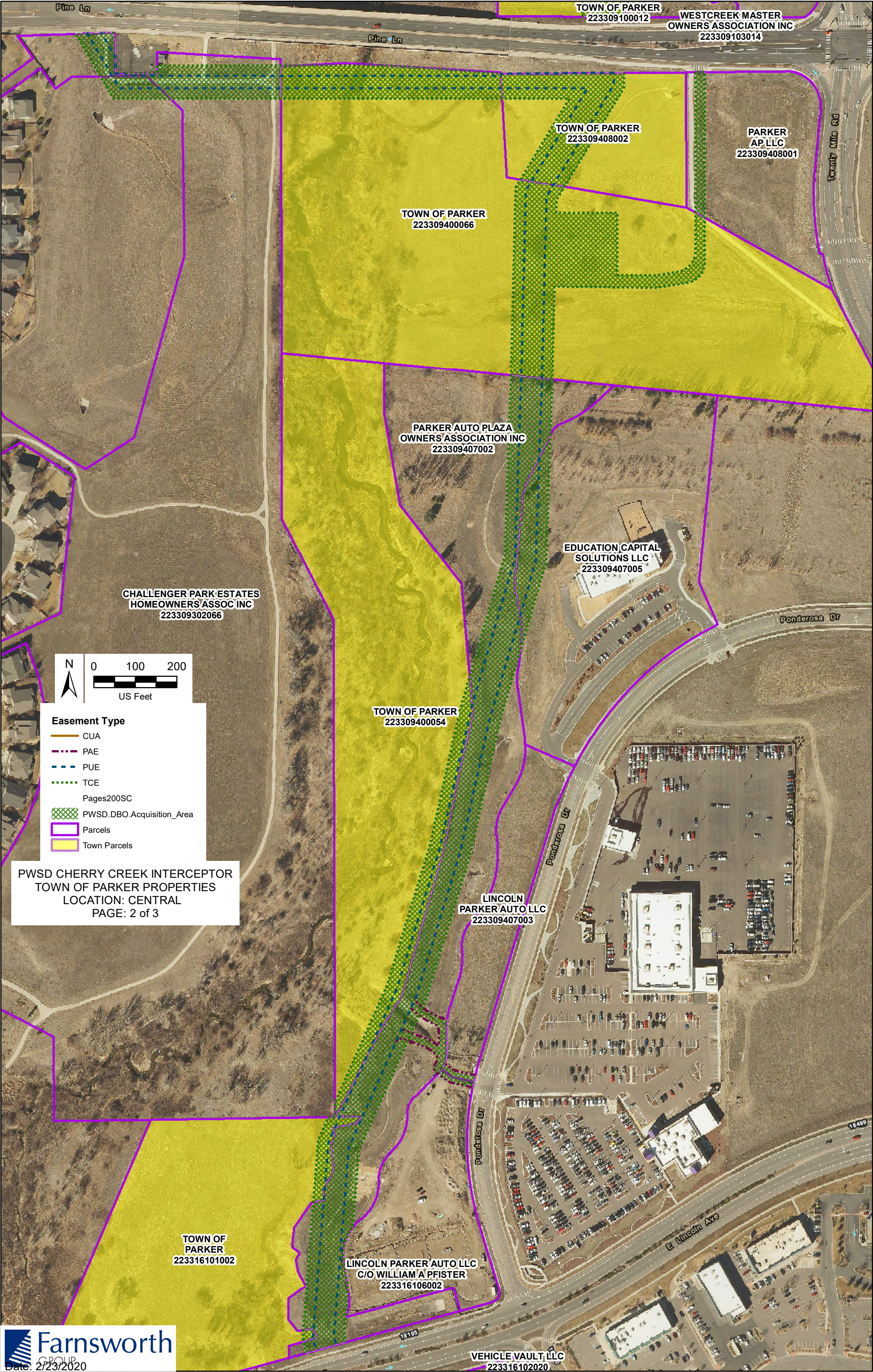


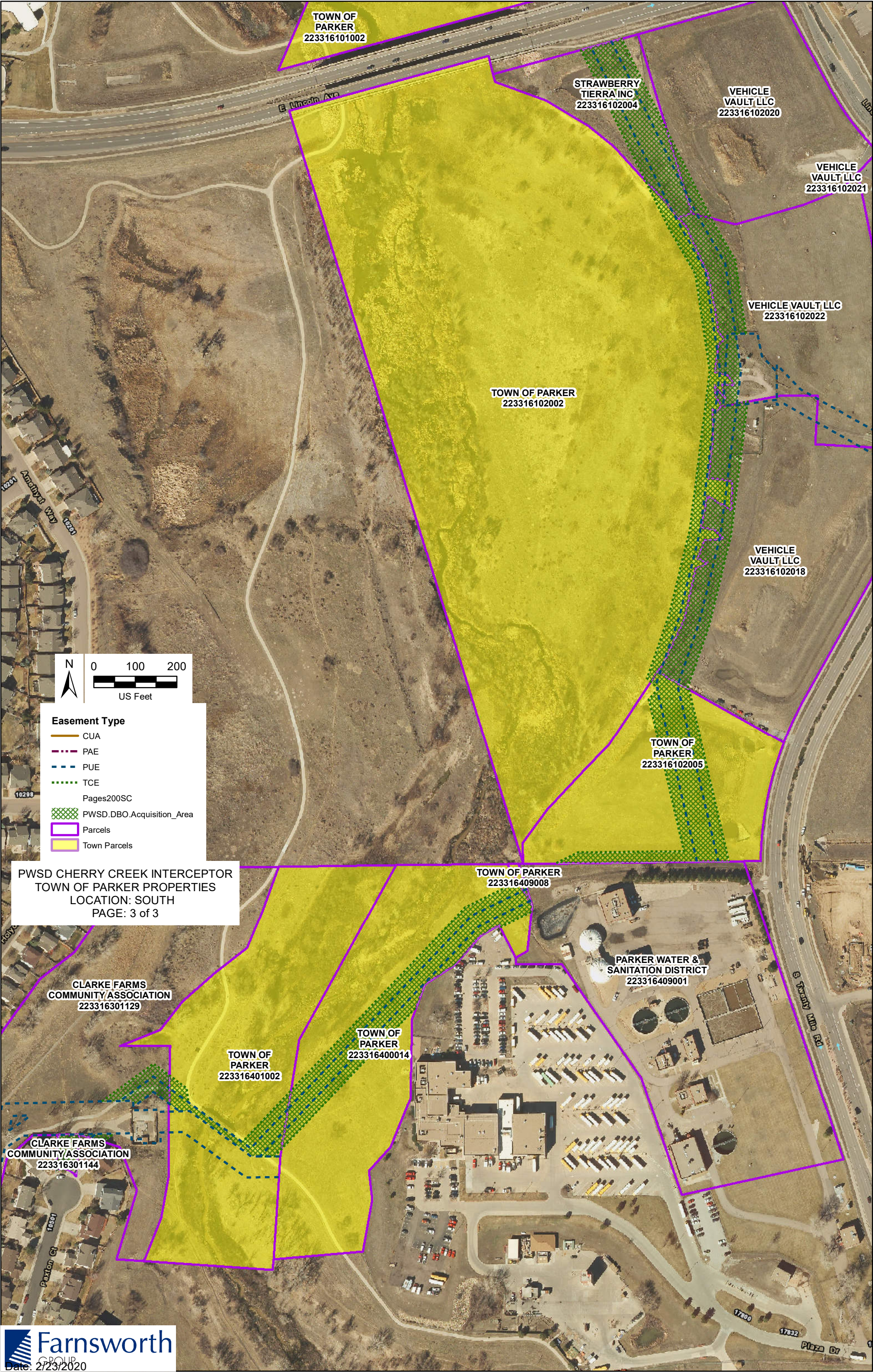
0 100 200
US Feet

Easement Type

- CUA
- PAE
- PUE
- TCE
- Pages200SC
- PWSD.DBO.Acquisition_Area
- Parcels
- Town Parcels

PWSD CHERRY CREEK INTERCEPTOR
TOWN OF PARKER PROPERTIES
LOCATION: NORTH
PAGE: 1 of 3





PROJECT NARRATIVE

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.

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
G:\LEGAL\AGR\PWSD- PARCEL TE-03 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-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

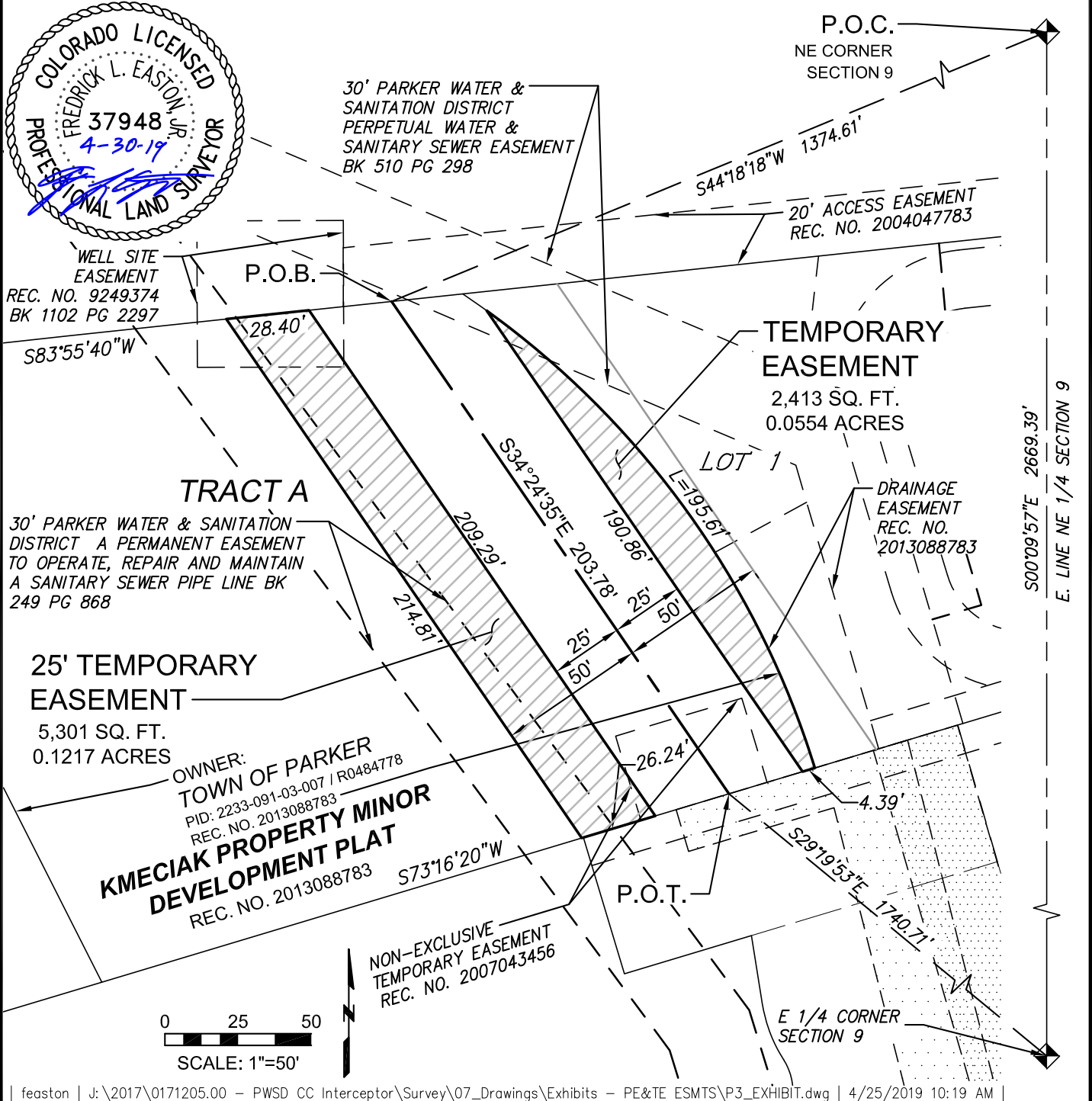


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
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PAGE 1 OF 1
PARCEL TE-03

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
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
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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-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

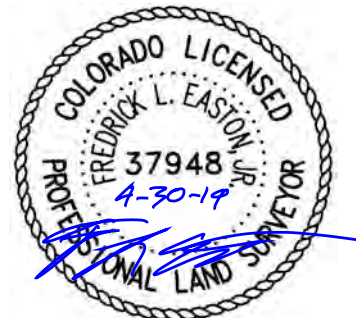
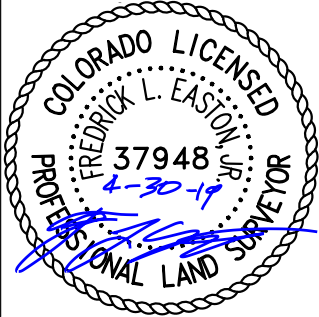


EXHIBIT A

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

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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:	

1 OF 5

ILLUSTRATION FOR EXHIBIT A

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PAGE 2 OF 5
PARCEL TE-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

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

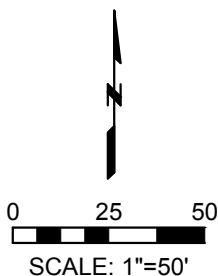
TRACT E

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

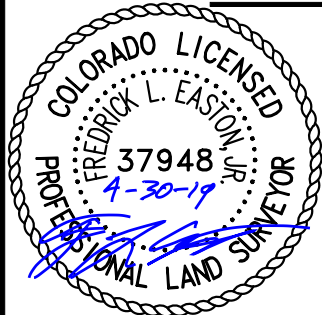
ILLUSTRATION FOR **EXHIBIT A**

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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'

S08°51'07"W
404.65'

84.46'
60.25'
L=14.07
L=11.96

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

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

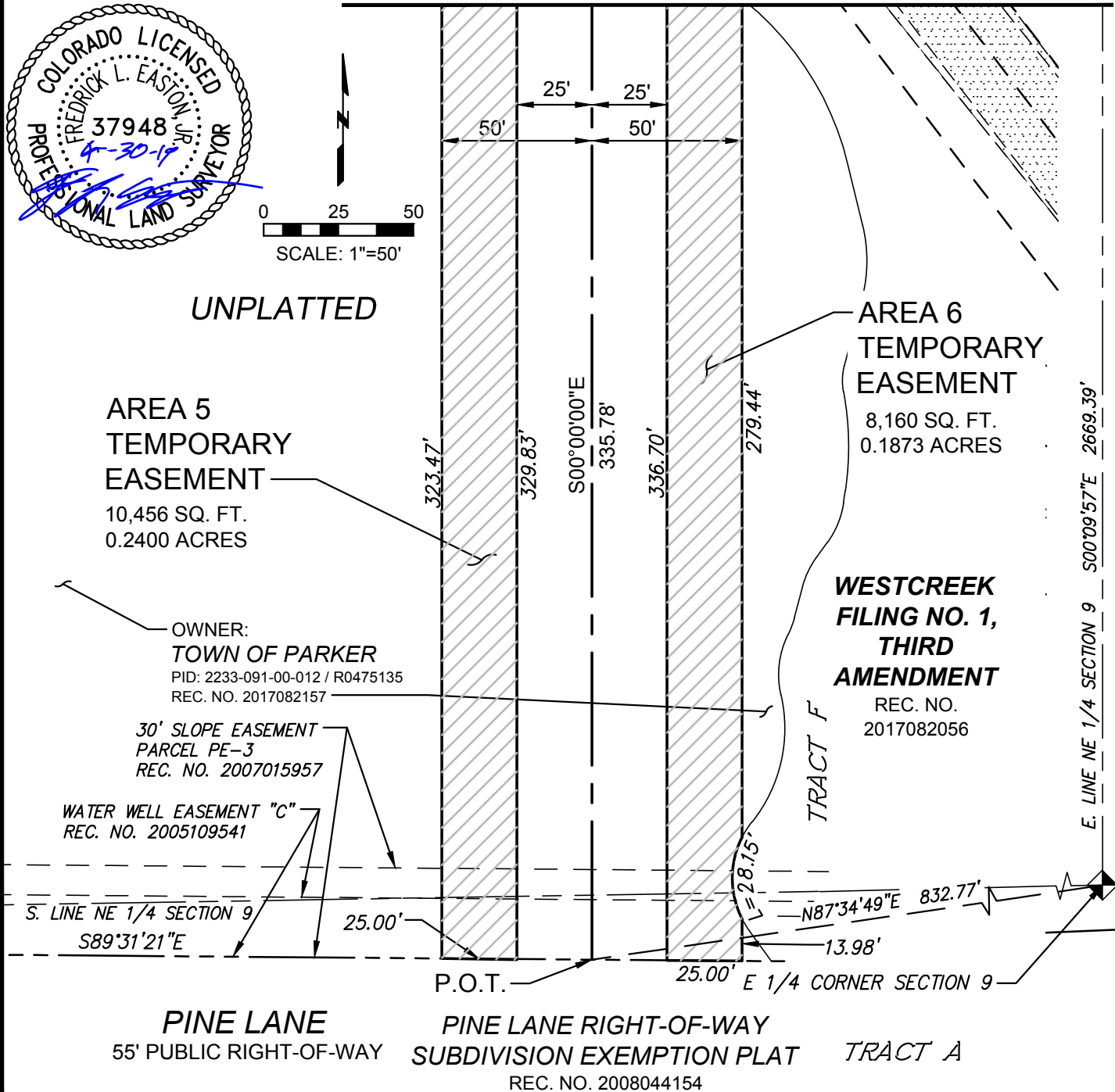
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PAGE 5 OF 5
PARCEL TE-06

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SEE SHEET 4



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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
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

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-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

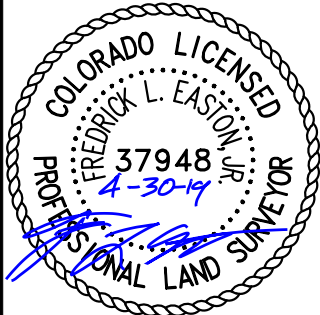


ILLUSTRATION FOR EXHIBIT A

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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 UNPLATTED
SCALE: 1"=60'

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
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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-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

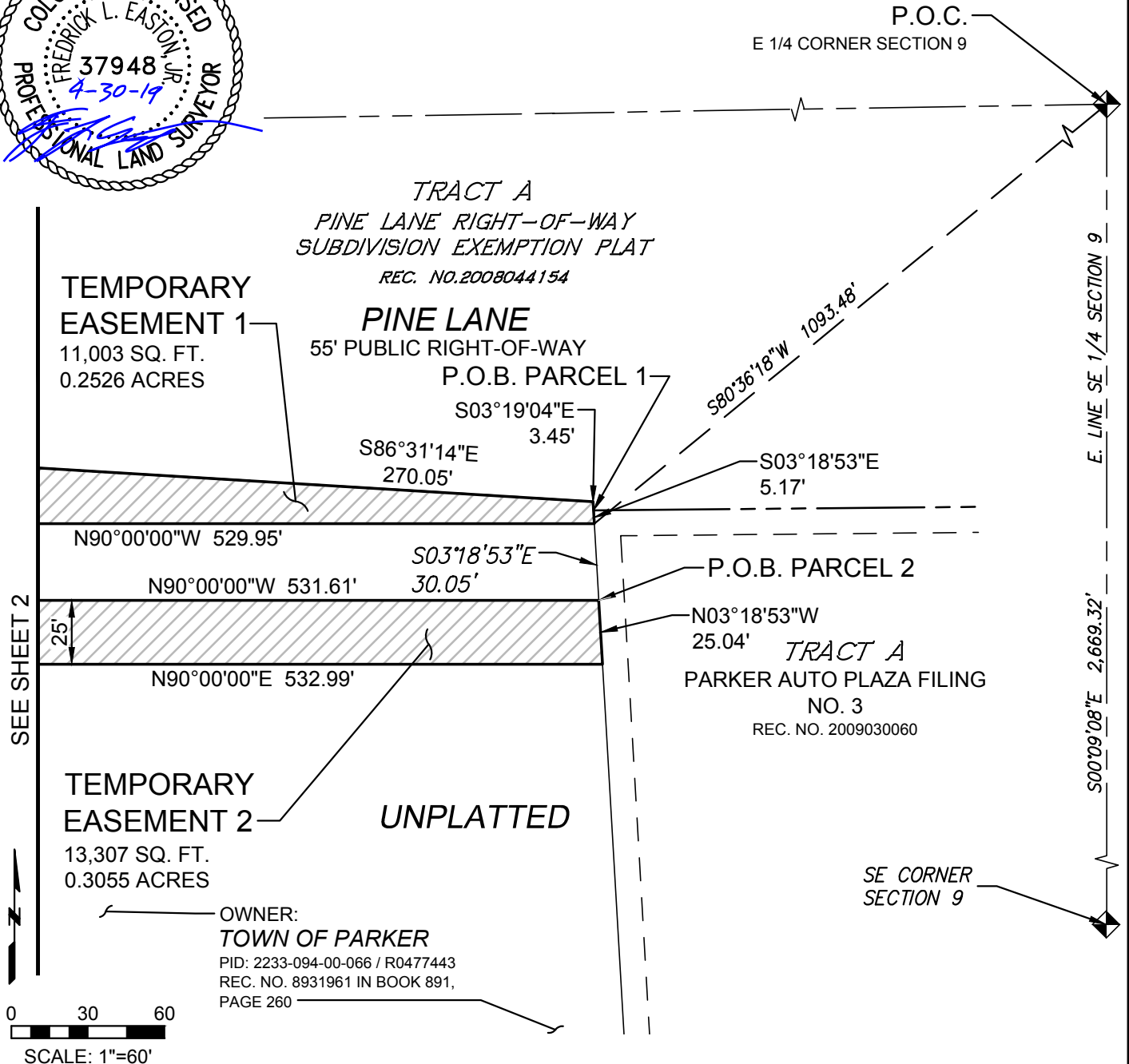
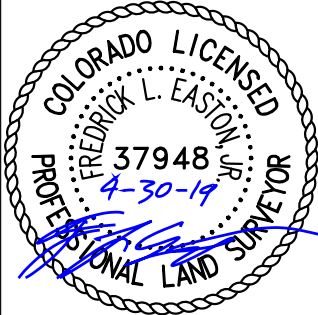


ILLUSTRATION FOR EXHIBIT A

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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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

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PAGE 2 OF 4
PARCEL TE-11

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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'

N90°00'00"W 531.61'

S00°09'30"E
25.00'

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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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

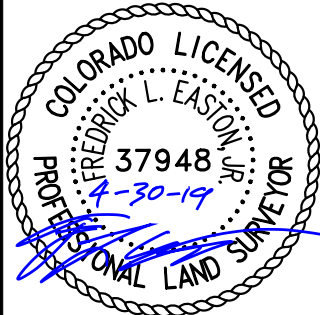
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PAGE 3 OF 4
PARCEL TE-11

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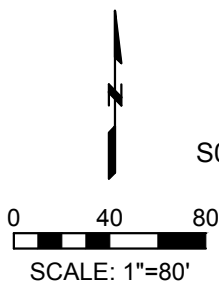
TRACT A
PARKER AUTO PLAZA
FILING NO. 3
REC. NO. 2009030060



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'

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

S89°19'12"E 247.15'

N90°00'00"W 146.90'

S31°03'47"W
33.50'

N01°22'58"E 31.48'

N31°03'47"E
36.64'

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

S65°08'45"W 1049.04' PARCEL 3

N80°16'09"W 26.84'

N00°00'00"E
150.06'

N89°19'12"W
93.57'

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

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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:

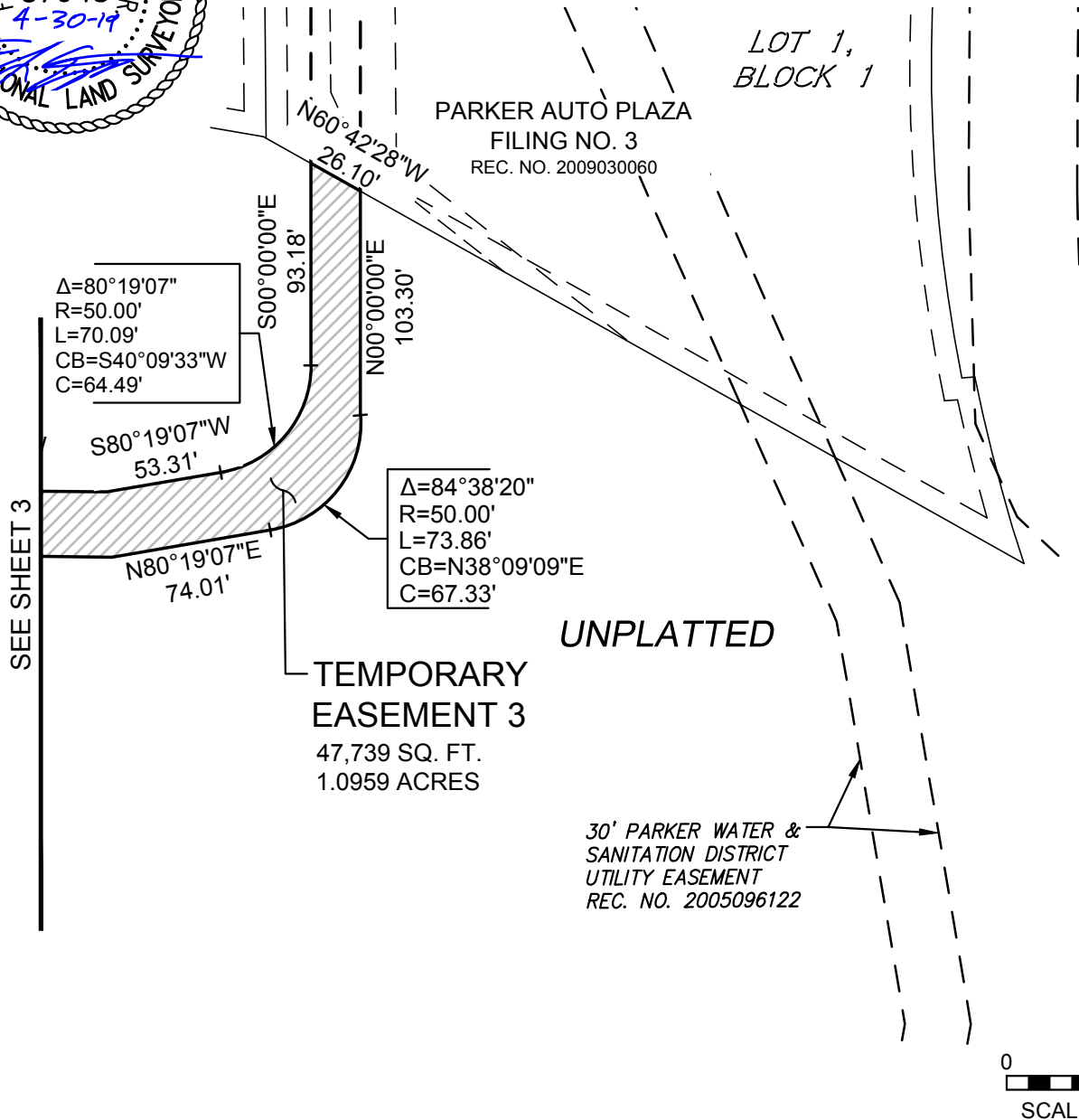
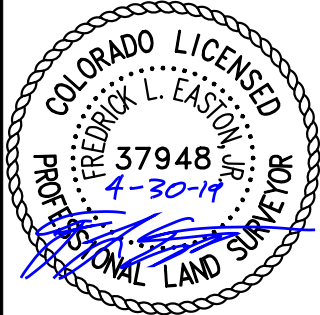
3 OF 4

ILLUSTRATION FOR EXHIBIT A

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PAGE 4 OF 4
PARCEL TE-11

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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:

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

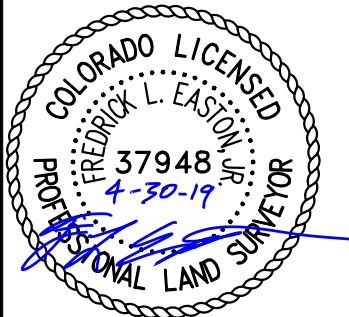


ILLUSTRATION FOR EXHIBIT A

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
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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

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

UNPLATTED

TEMPORARY
EASEMENT
AREA 1

P.O.B.

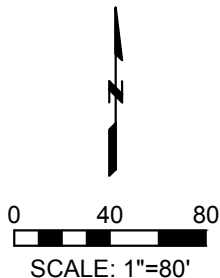
P.O.C.
E 1/4 CORNER SECTION 9

S33°59'46"W 1979.32'

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

SE CORNER
SECTION 9

25'
81.61'
S16°16'02"W
331.58'
S12°28'06"W
25'
50'



SEE SHEET 2

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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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

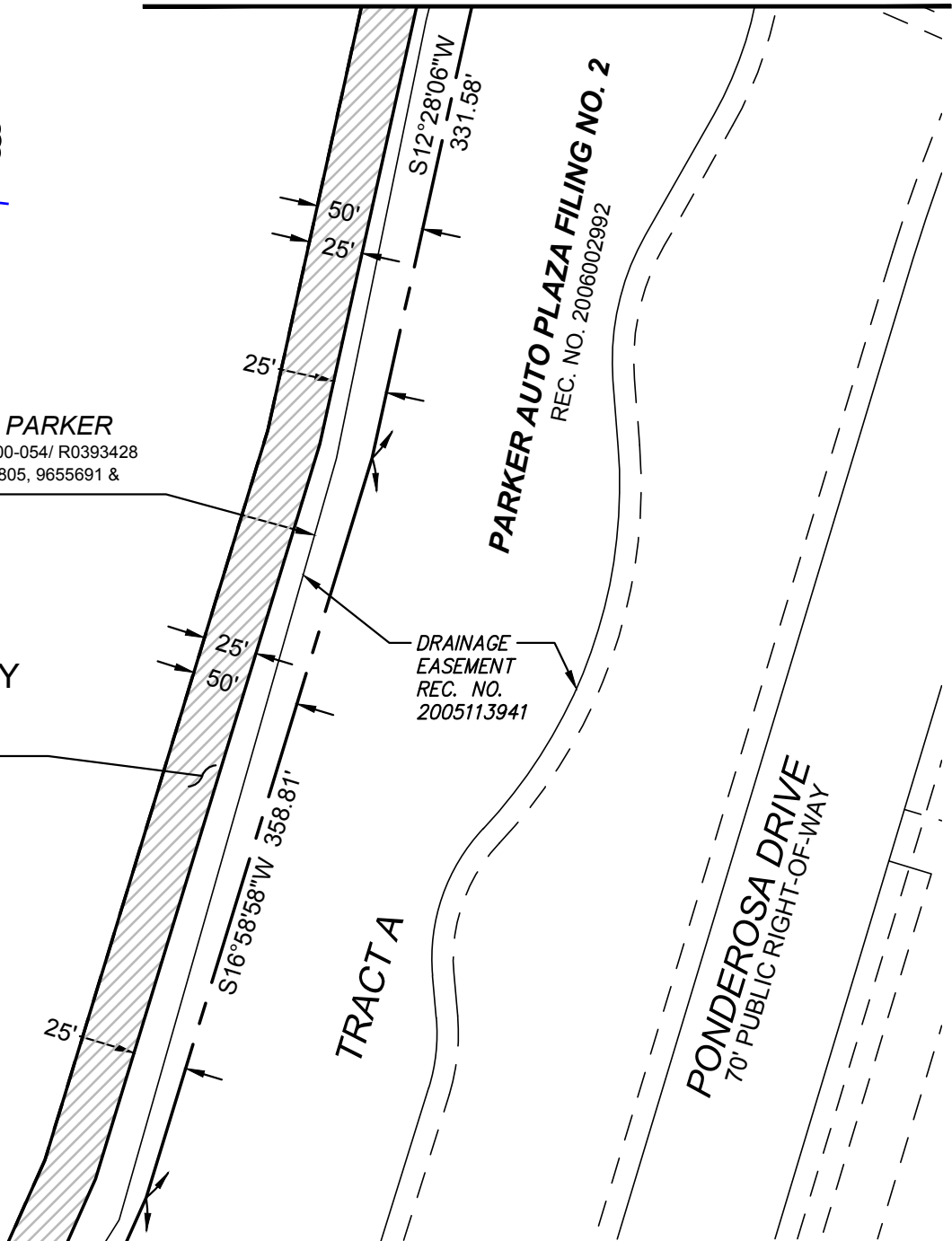
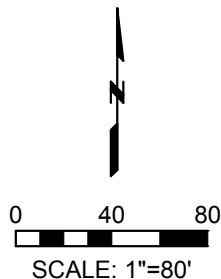


OWNER:
TOWN OF PARKER
PID: 2233-094-00-054/ R0393428
REC. NO. 9557805, 9655691 &
9655692

UNPLATTED

**TEMPORARY
EASEMENT
AREA 1**

26,012 SQ. FT.
0.5972 ACRES



SEE SHEET 3

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(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:

2 OF 4

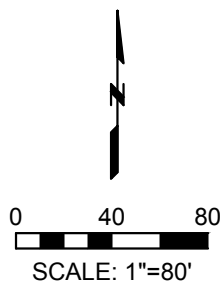
ILLUSTRATION FOR **EXHIBIT A**

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PAGE 3 OF 4
PARCEL TE-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

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

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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'

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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
G:\LEGAL\AGR\PWSD- PARCEL TE-19 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-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

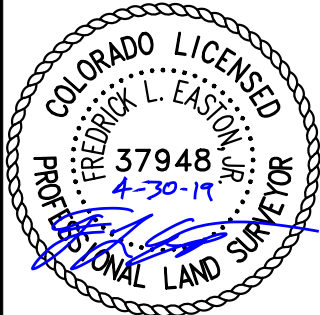


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 3
PARCEL TE-19

POC = POINT OF COMMENCEMENT
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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

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

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

TEMPORARY
EASEMENT

AREA 1
29,443 SQ. FT.
0.6759 ACRES

50' UTILITY EASEMENT
REC. NO. 2013073075

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

S26°16'40"E 465.45'

50' DEVELOPMENT
SETBACK
REC. NO. 2003081872

S71°11'50"E 128.46'

36.58'

36.53'

128.08'

S30°00'28"E
135.98'

LOT 3

EAST 1/4 CORNER
SECTION 16

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

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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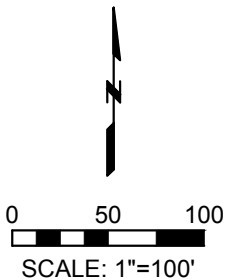
SEE SHEET 2



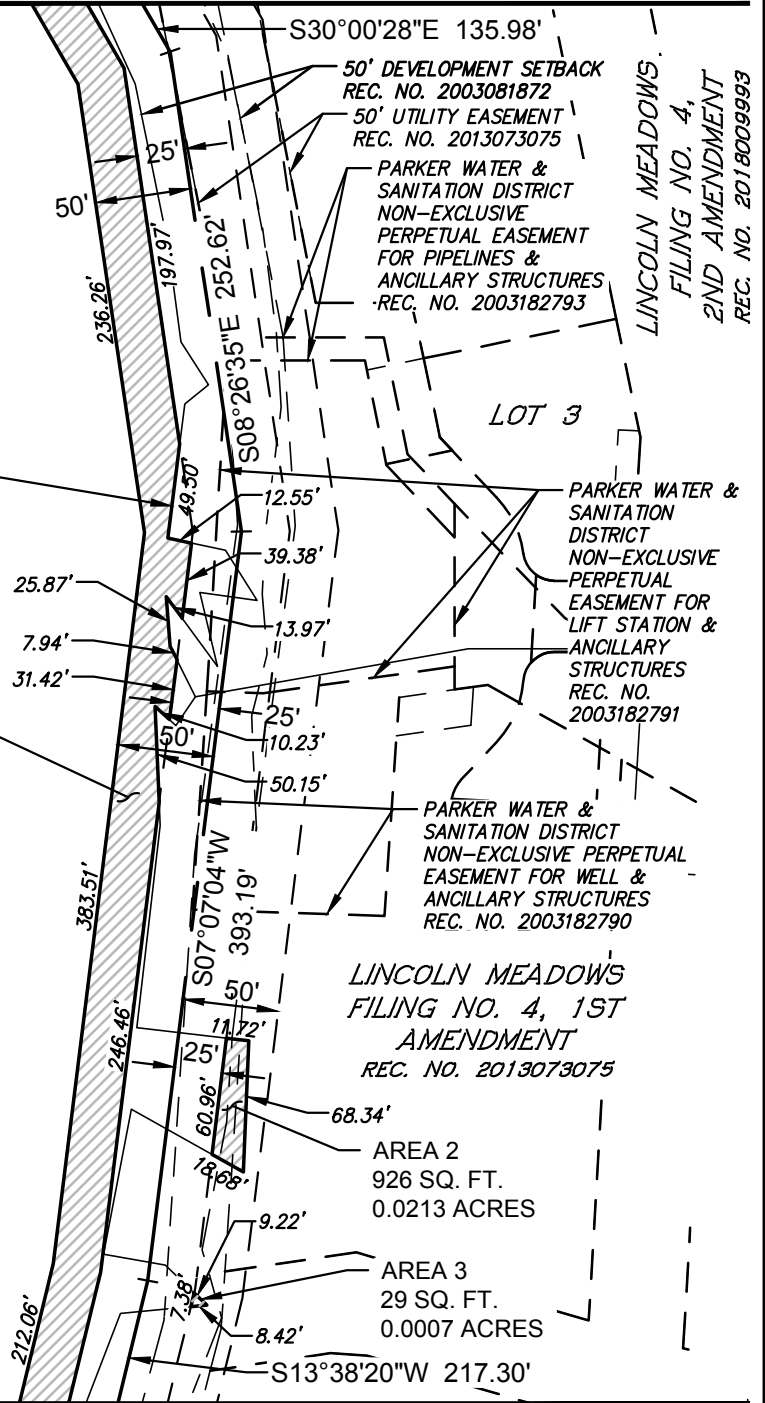
OWNER:
TOWN OF PARKER
PID: 2233-161-02-002/ R0343056
REC. NO.

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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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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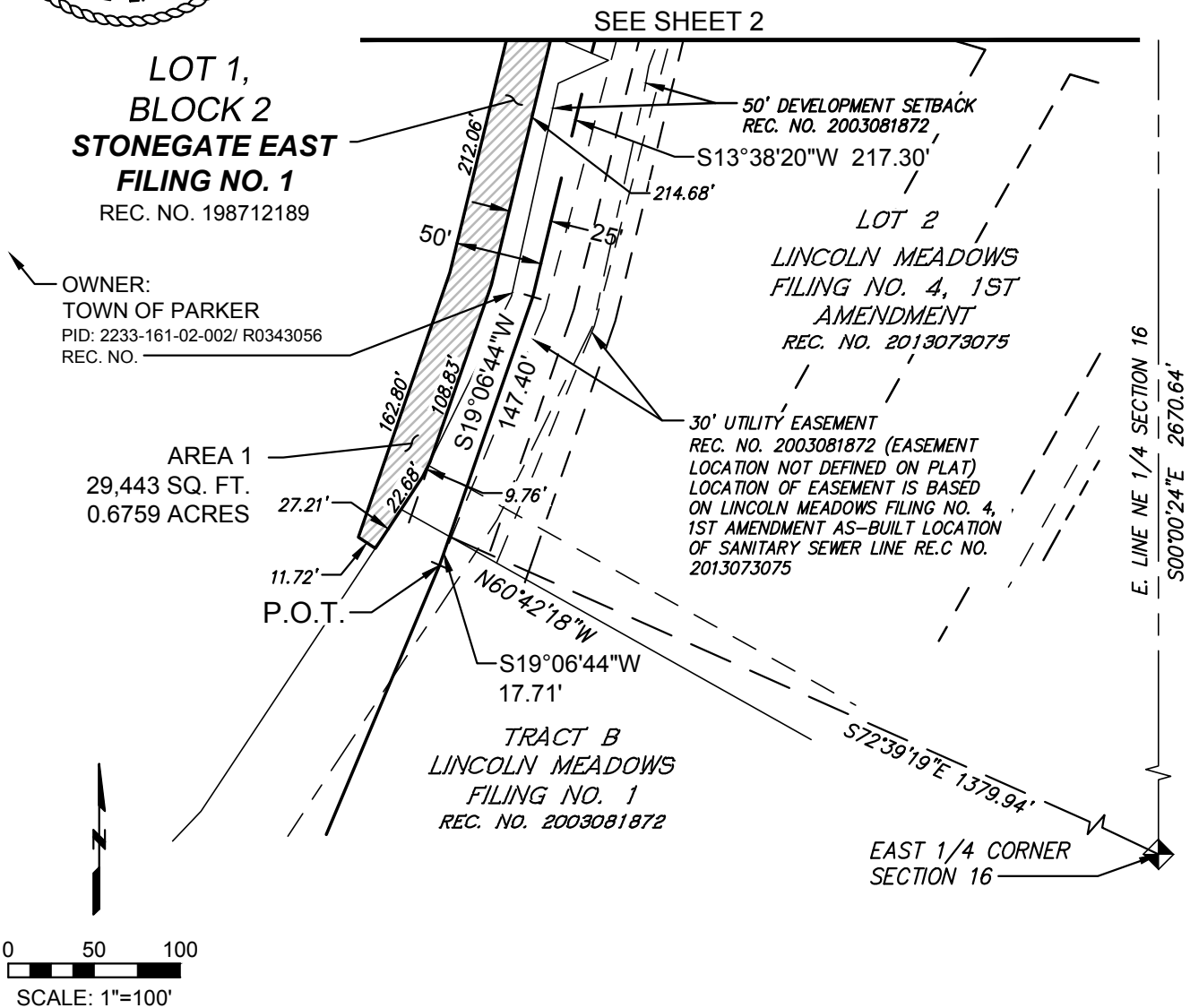
2 OF 3

EXHIBIT A

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PAGE 3 OF 3
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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
G:\LEGAL\AGR\PWSD- PARCEL TE-27 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-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

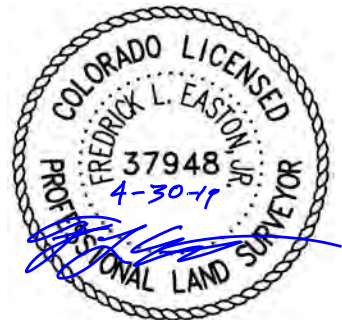


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PAGE 1 OF 1
PARCEL TE-27

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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

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



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 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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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-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

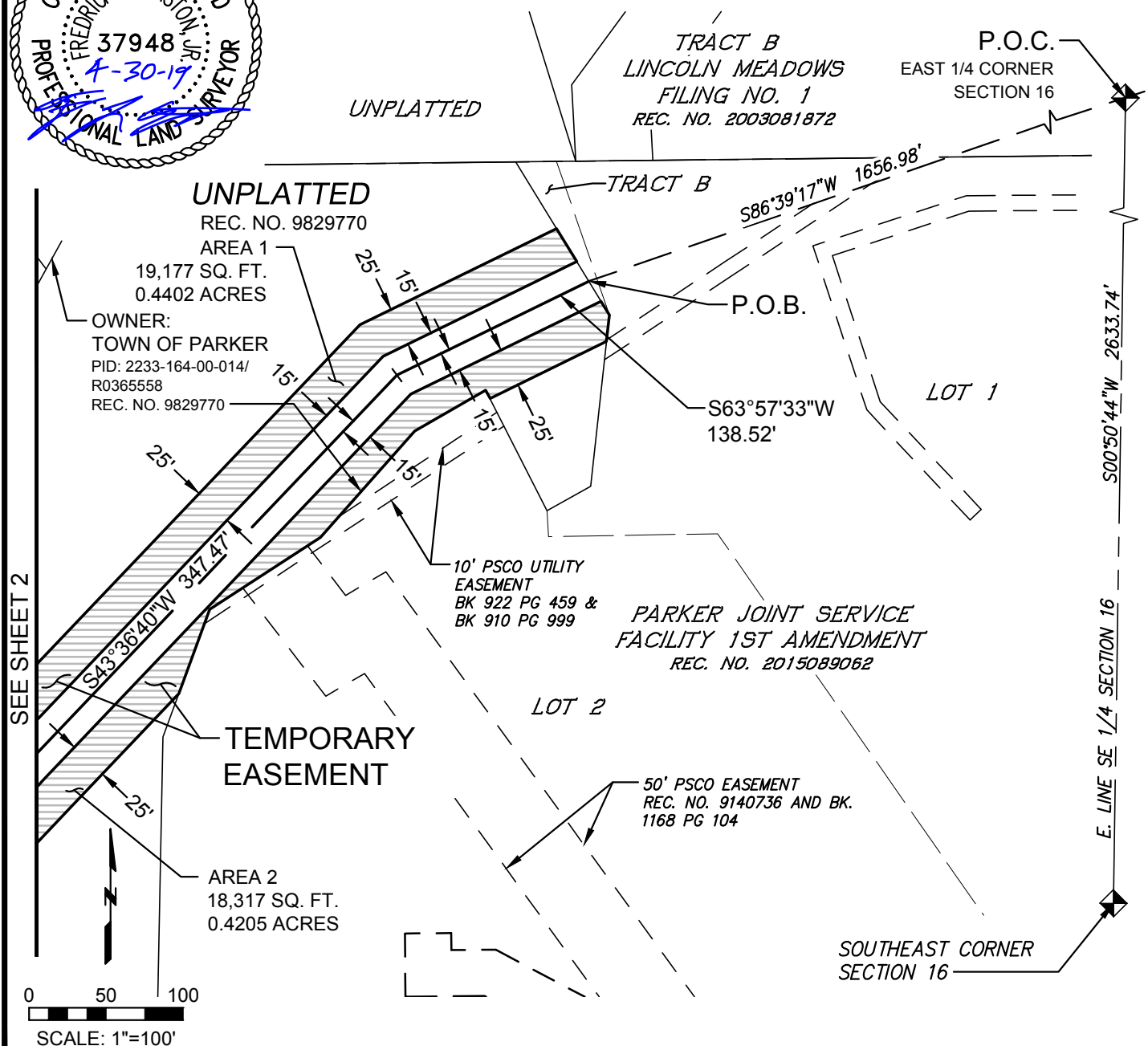


ILLUSTRATION FOR EXHIBIT A

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

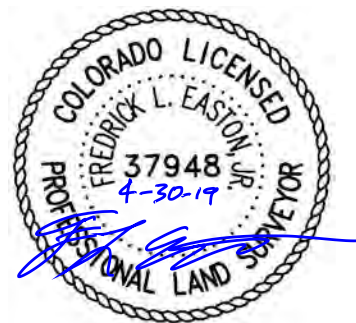
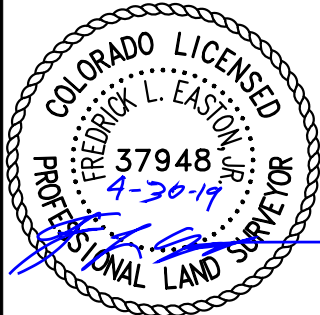


ILLUSTRATION FOR EXHIBIT A

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

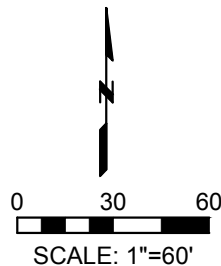
S06°44'33"E 34.26'

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
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-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'

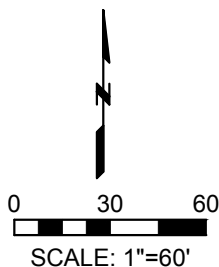
S89°33'42"W 34.71'

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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(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-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

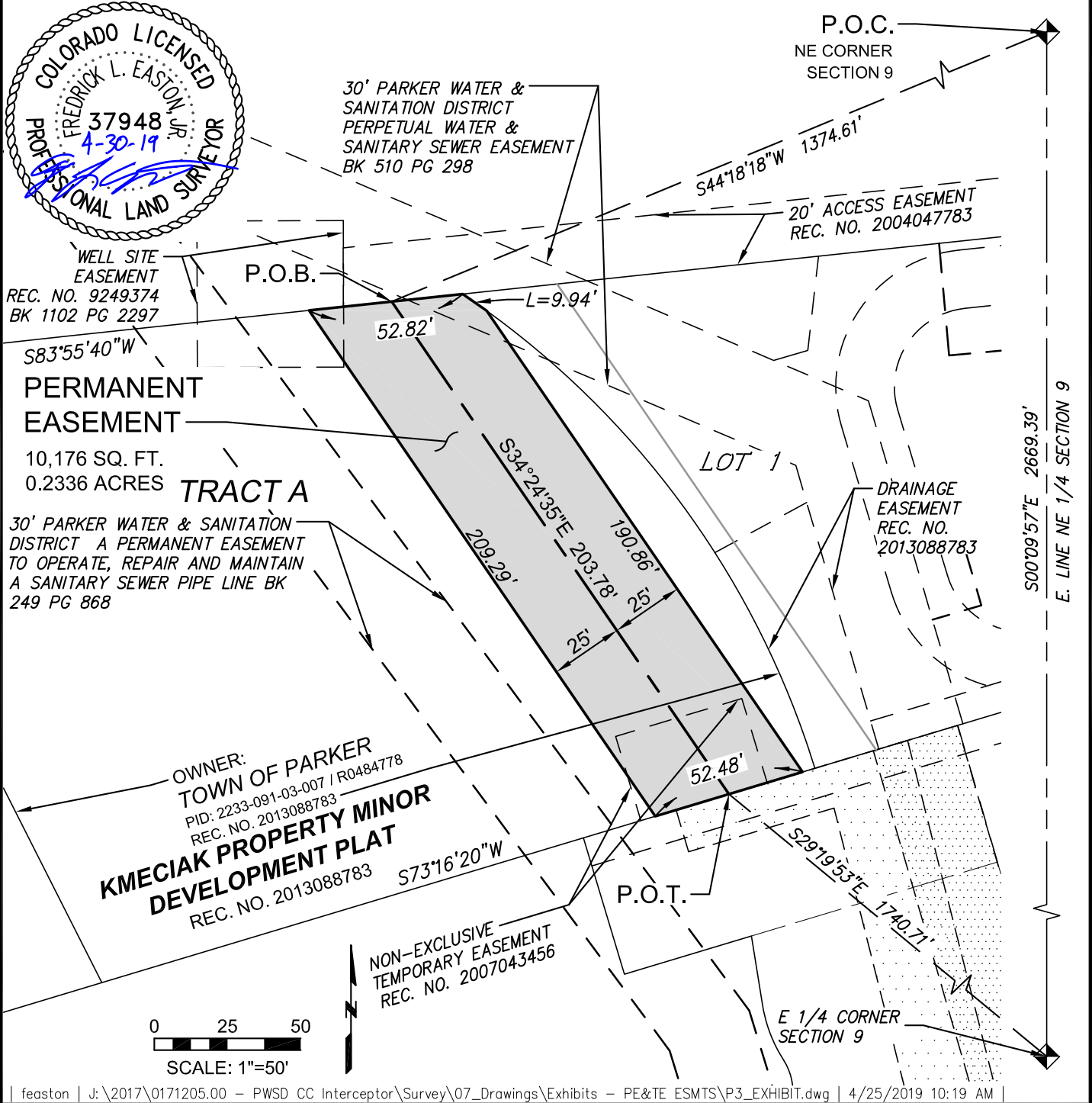


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 1
PARCEL PE-03

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



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Farnsworth
GROUP

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

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

ILLUSTRATION FOR **EXHIBIT A**

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PAGE 2 OF 5
PARCEL PE-06

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POT = POINT OF TERMINUS

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

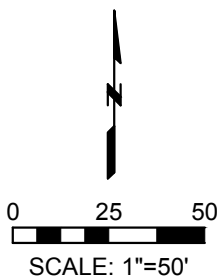
TRACT E

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



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



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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:

2 OF 5

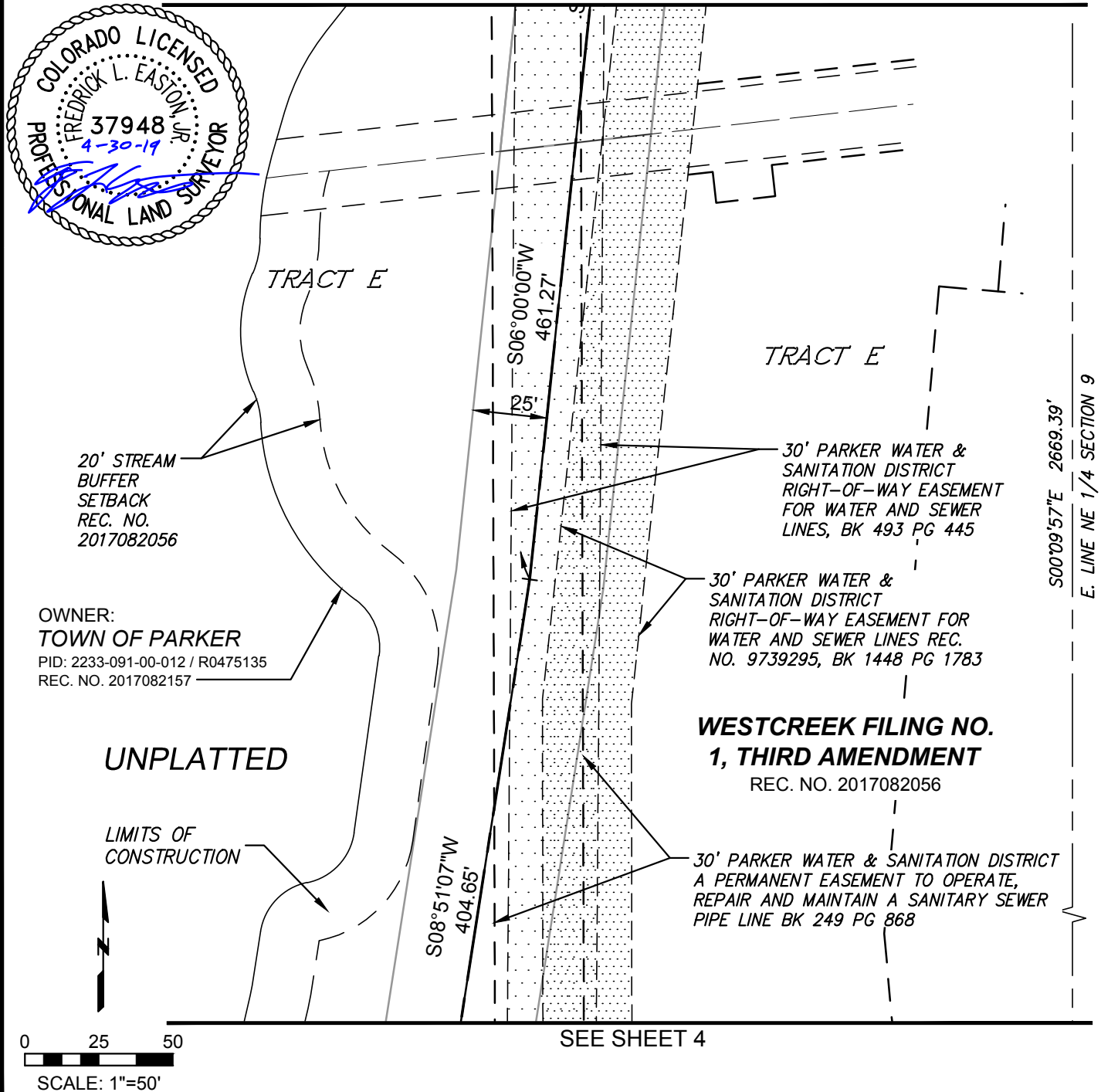
ILLUSTRATION FOR EXHIBIT A

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PAGE 3 OF 5
PARCEL PE-06

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SEE SHEET 2



feaston | J:\2017\0171205.00 - PWSD 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:

3 OF 5

ILLUSTRATION FOR EXHIBIT A

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PAGE 4 OF 5
PARCEL PE-06

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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

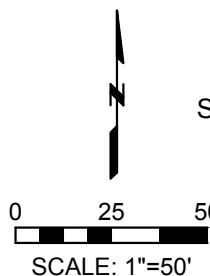
UNPLATTED

25' DRAINAGE
EASEMENT
REC. NO.
2017082056

LOT 1

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

LOT 1



SEE SHEET 5

feaston | J:\2017\0171205.00 - PWSD 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

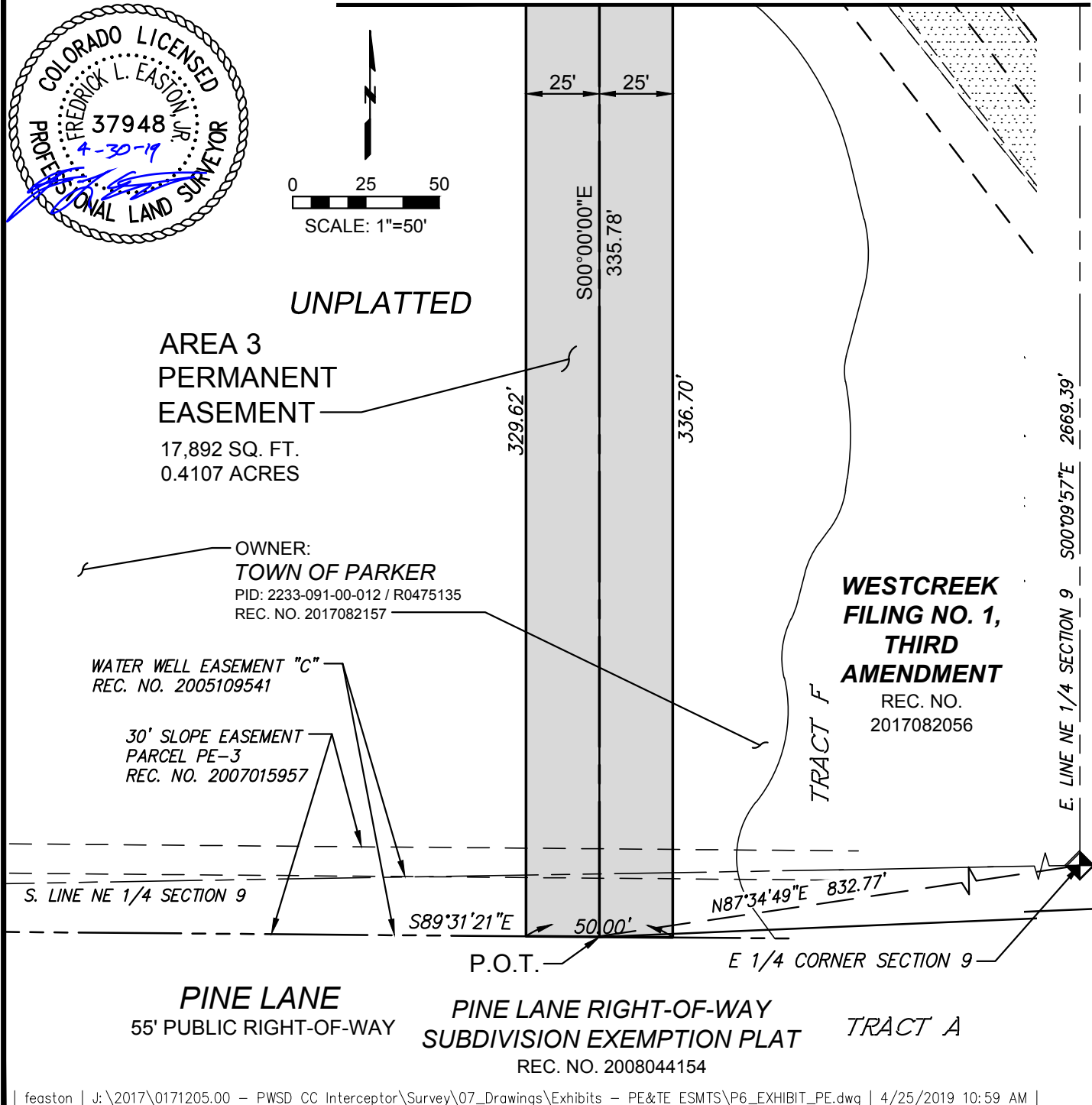
ILLUSTRATION FOR EXHIBIT A

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 5 OF 5
PARCEL PE-06

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

SEE SHEET 4



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**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
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-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

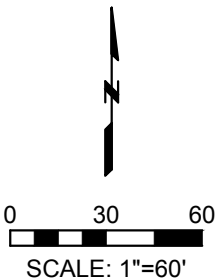
OWNER:
TOWN OF PARKER
PID: 2233-094-08-002 / R0478942

UNPLATTED

N31°03'47"E 260.74'

S31°03'47"W 280.73'

N80°16'09"W
53.68'



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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

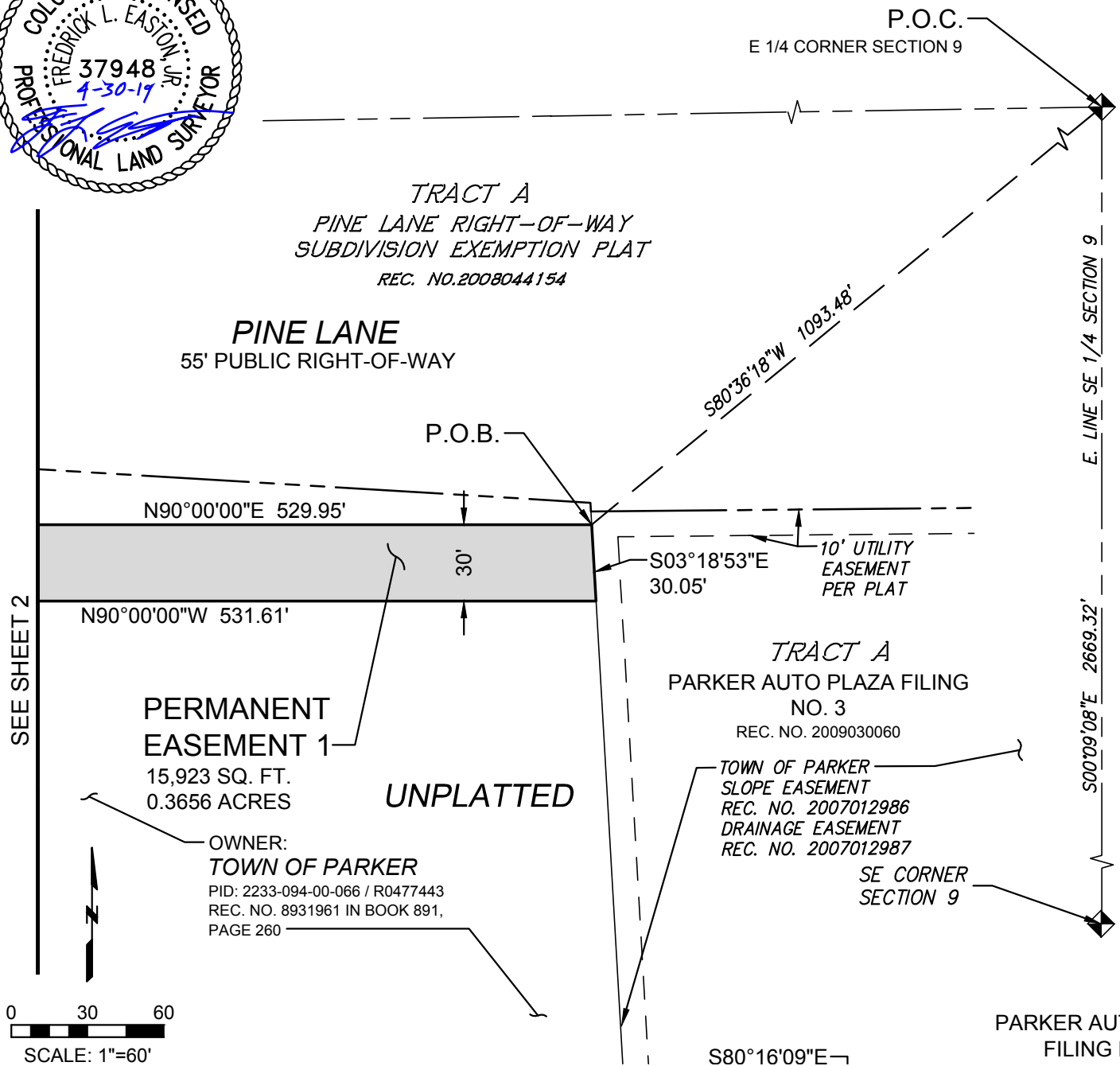


ILLUSTRATION FOR EXHIBIT A

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PAGE 1 OF 3
PARCEL PE-11

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**
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

THIS EXHIBIT DOES NOT REPRESENT A
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PAGE 2 OF 3
PARCEL PE-11

POC = POINT OF COMMENCEMENT
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POT = POINT OF TERMINUS



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'

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P11_EXHIBIT_PE.dwg | 4/25/2019 4:41 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 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:

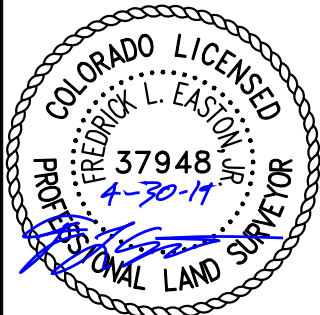
2 OF 3

ILLUSTRATION FOR EXHIBIT A

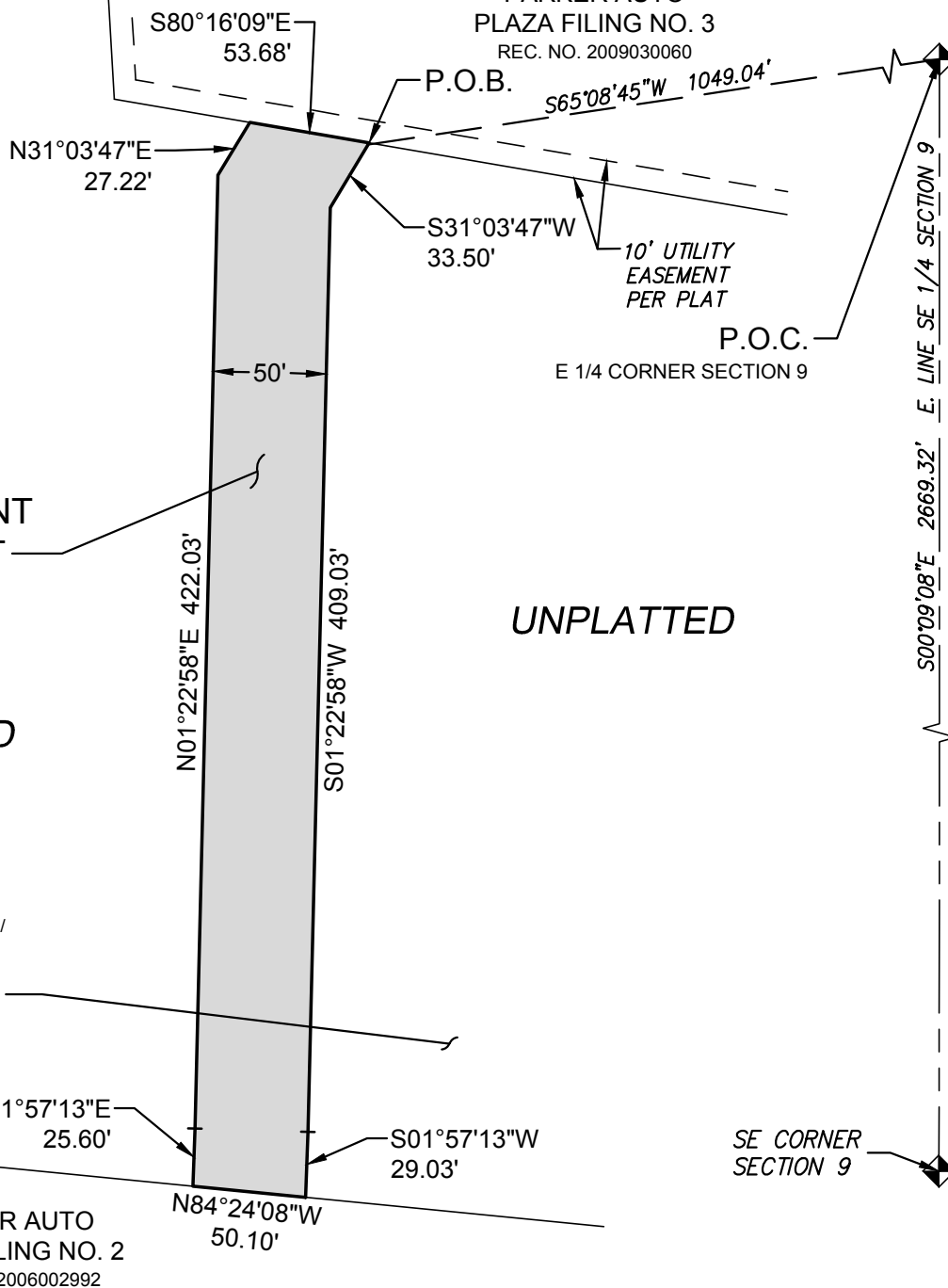
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PAGE 3 OF 3
PARCEL PE-11

POC = POINT OF COMMENCEMENT
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TRACT A
PARKER AUTO
PLAZA FILING NO. 3
REC. NO. 2009030060



UNPLATTED

UNPLATTED

0 40 80
SCALE: 1"=80'

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

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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
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 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

P.O.B.

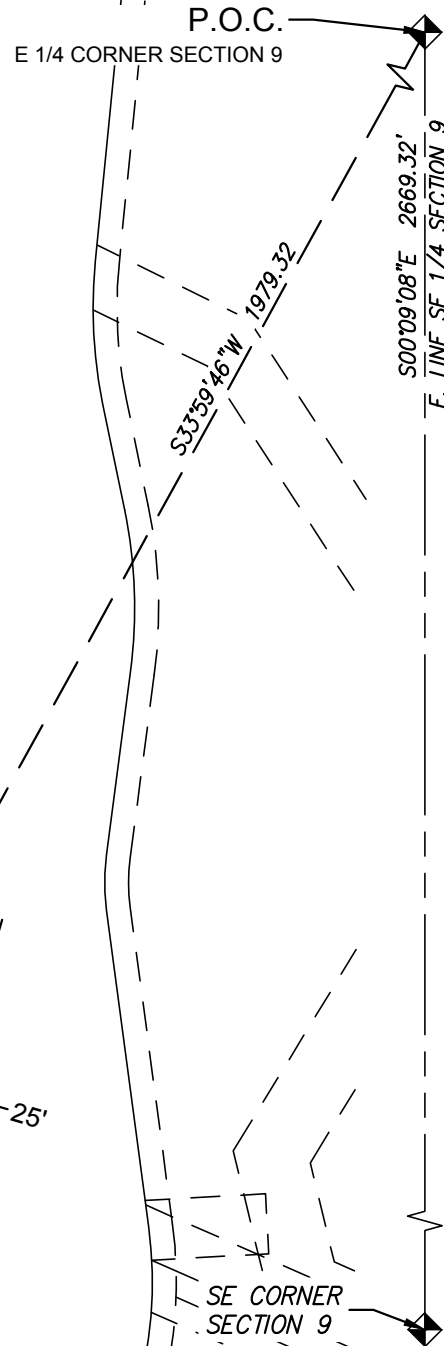
**PERMANENT
EASEMENT
AREA 1**



0 40 80

SCALE: 1"=80'

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

ILLUSTRATION FOR EXHIBIT A

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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

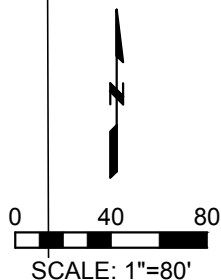
**PERMANENT
EASEMENT
AREA 1**
8,369 SQ. FT.
0.1921 ACRES

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

feaston | J:\2017\0171205.00 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P15_EXHIBIT_PE.dwg | 4/25/2019 8:22 PM



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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

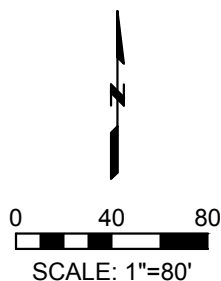
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PAGE 3 OF 4
PARCEL PE-15

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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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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:

3 OF 4

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PAGE 4 OF 4
PARCEL PE-15

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SEE SHEET 3

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

**PERMANENT
EASEMENT
AREA 4**

103 SQ. FT.
0.0024 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

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 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P15_EXHIBIT_PE.dwg | 4/25/2019 8:22 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 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

THIS EXHIBIT DOES NOT REPRESENT A
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PAGE 1 OF 3
PARCEL PE-19

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
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

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

N74°37'52"E
S13°16'14"E 2.82'

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

S30°00'28"E 135.98'

EAST 1/4 CORNER
SECTION 16

SEE SHEET 2

0 50 100
SCALE: 1"=100'

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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 3

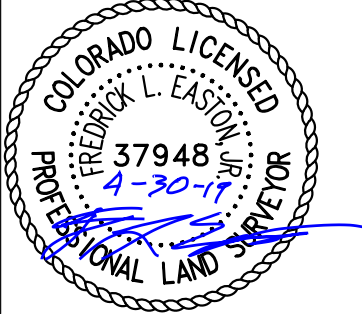
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PAGE 2 OF 3
PARCEL PE-19

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SEE SHEET 2



AREA 1
2,733 SQ. FT.
0.0627 ACRES

AREA 2
961 SQ. FT.
0.0221 ACRES

AREA 3
227 SQ. FT.
0.0052 ACRES

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

AREA 4
7,492 SQ. FT.
0.1720 ACRES

50' DEVELOPMENT SETBACK
REC. NO. 2003081872
50' UTILITY EASEMENT
REC. NO. 2013073075

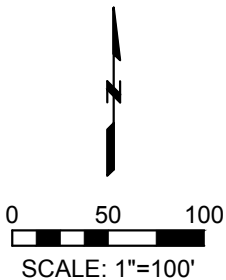
PARKER WATER & SANITATION
DISTRICT NON-EXCLUSIVE
PERPETUAL EASEMENT FOR
PIPELINES & ANCILLARY
STRUCTURES
REC. NO. 2003182793

LINCOLN MEADOWS
FILING NO. 4,
2ND AMENDMENT
REC. NO. 2018009993

PARKER WATER & SANITATION
DISTRICT
NON-EXCLUSIVE
PERPETUAL
EASEMENT FOR
LIFT STATION &
ANCILLARY
STRUCTURES
REC. NO. 2003182791

PARKER WATER &
SANITATION DISTRICT
NON-EXCLUSIVE PERPETUAL
EASEMENT FOR WELL &
ANCILLARY STRUCTURES
REC. NO. 2003182790

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



SEE SHEET 3

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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
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**

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 - PWSD CC Interceptor\Survey\07_Drawings\Exhibits - PE&TE ESMTS\P19_EXHIBIT_PE.dwg | 4/29/2019 8:51 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
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

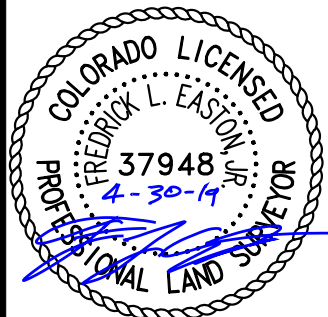


ILLUSTRATION FOR EXHIBIT A

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

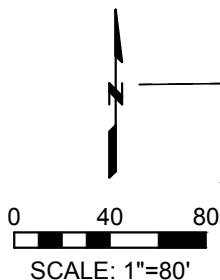
NORTHEAST CORNER
SECTION 16

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
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 1

EXHIBIT A-18

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

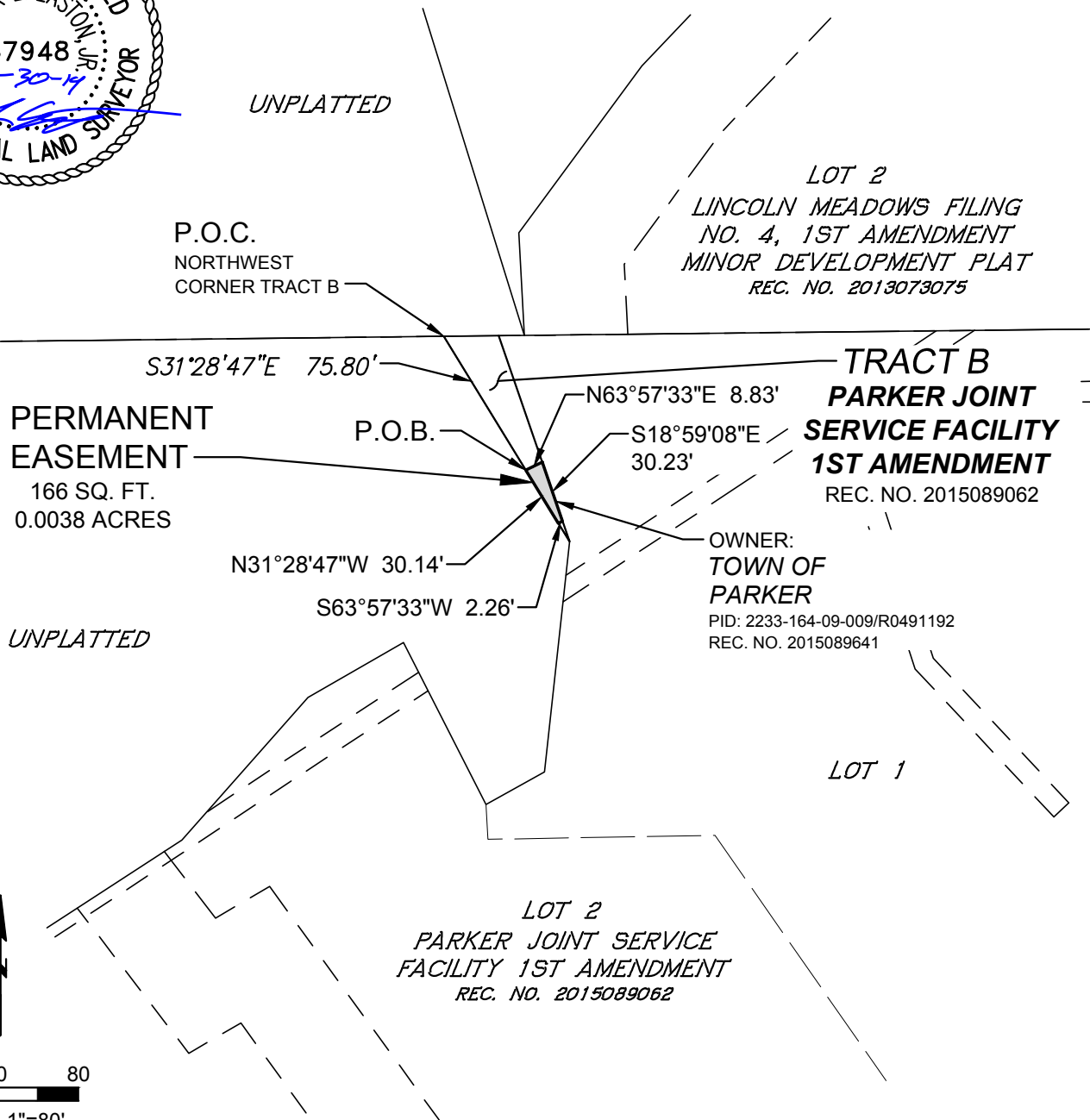


ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
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SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
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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:

(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-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

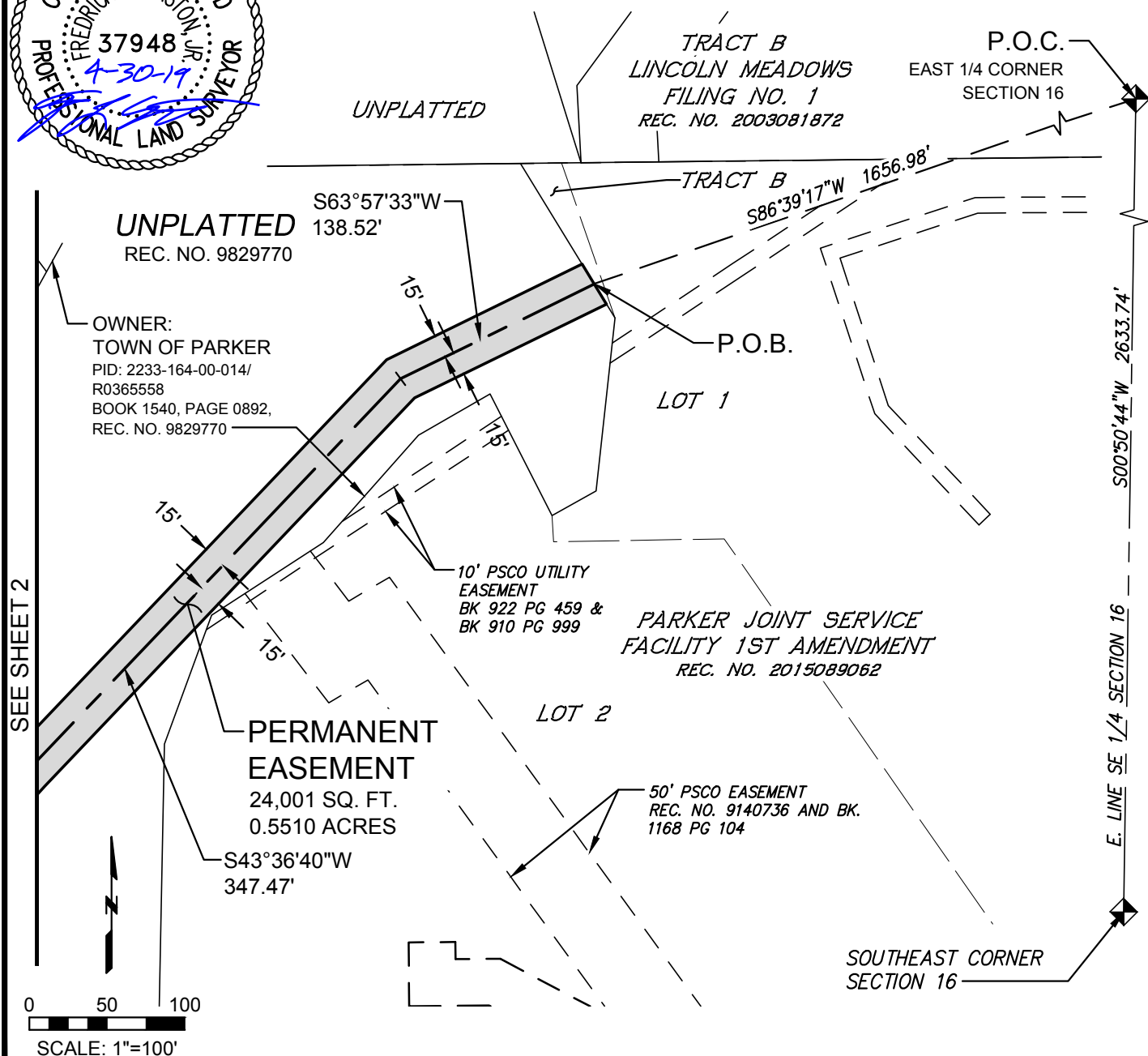


ILLUSTRATION FOR EXHIBIT A

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



0 50 100
SCALE: 1"=100'

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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

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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'

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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

POC = POINT OF COMMENCEMENT
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)

PERMANENT
EASEMENT
11,013 SQ. FT.
0.2528 ACRES

P.O.B.

N53°36'07"W
245.87'

S43°29'05"W
121.50'

UNPLATTED

SOUTHEAST CORNER
SECTION 16

E. LINE SE 1/4 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
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: March 2, 2020

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.269.3 - Second 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

EXECUTIVE SUMMARY

This ordinance accompanies a proposed amendment to an intergovernmental agreement (IGA) between the Town of Parker and the Mile High Flood District (MHFD – formerly the Urban Drainage and Flood Control District). This amendment is necessary to provide additional funds from both entities to the fund the master-planned improvements to Lemon Gulch downstream of Crowfoot Valley Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD are jointly managing the design and construction of drainageway improvements to stabilize Lemon Gulch between Crowfoot Valley Road and the Parker Water and Sanitation bridge nearby the confluence with Cherry Creek. Currently, Lemon Gulch is a sandy and unstable waterway which discharges directly into Cherry Creek. The project proposes a variety of channel improvements including drop structures, hard and soft bank stabilization, floodplain benches, and revegetation efforts. The project consists of two

reaches, the limits of which are identified within the vicinity map. The final design for Reach 1 along with the necessary permitting has been completed and construction is anticipated to begin this spring. A conceptual design for the remaining project area was completed. With final costs for Reach 1 in place, an amendment to the existing IGA between the Town and the MHFD is necessary to provide additional funds from both entities to cover the project costs for Reach 1.

The 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. The upstream tie-in has been reconfigured from a grouted boulder drop to a sculpted concrete drop to better protect the Crowfoot Valley Road bridge over Lemon Gulch. The downstream tie-in has been realigned and upsized to provide longer term stabilization due to the uncertainty in timing for the future development of the downstream property. Reconfiguration of both tie-in points were crucial to ensure additional stress was not incurred on the existing drainageway before the upstream and downstream reaches can be stabilized with future projects.

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 and the MHFD will contribute 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 first reach within the project through construction, including construction administrative services. A total project cost of \$2,746,423 is anticipated with a detailed breakdown of funding contributions below. Please note that the majority of this project is funded through an obligation of the adjacent developer, Meritage Homes. An initial funding of \$1,996,423 was provided by the adjacent development as an obligated contribution per Town Code.

Project Budget with Proposed Amendment:
Mile High Flood District \$350,000
Meritage Homes \$1,996,423
Town of Parker \$400,000
Total Project Budget \$2,746,423

STRATEGIC GOAL(S)



ATTACHMENTS

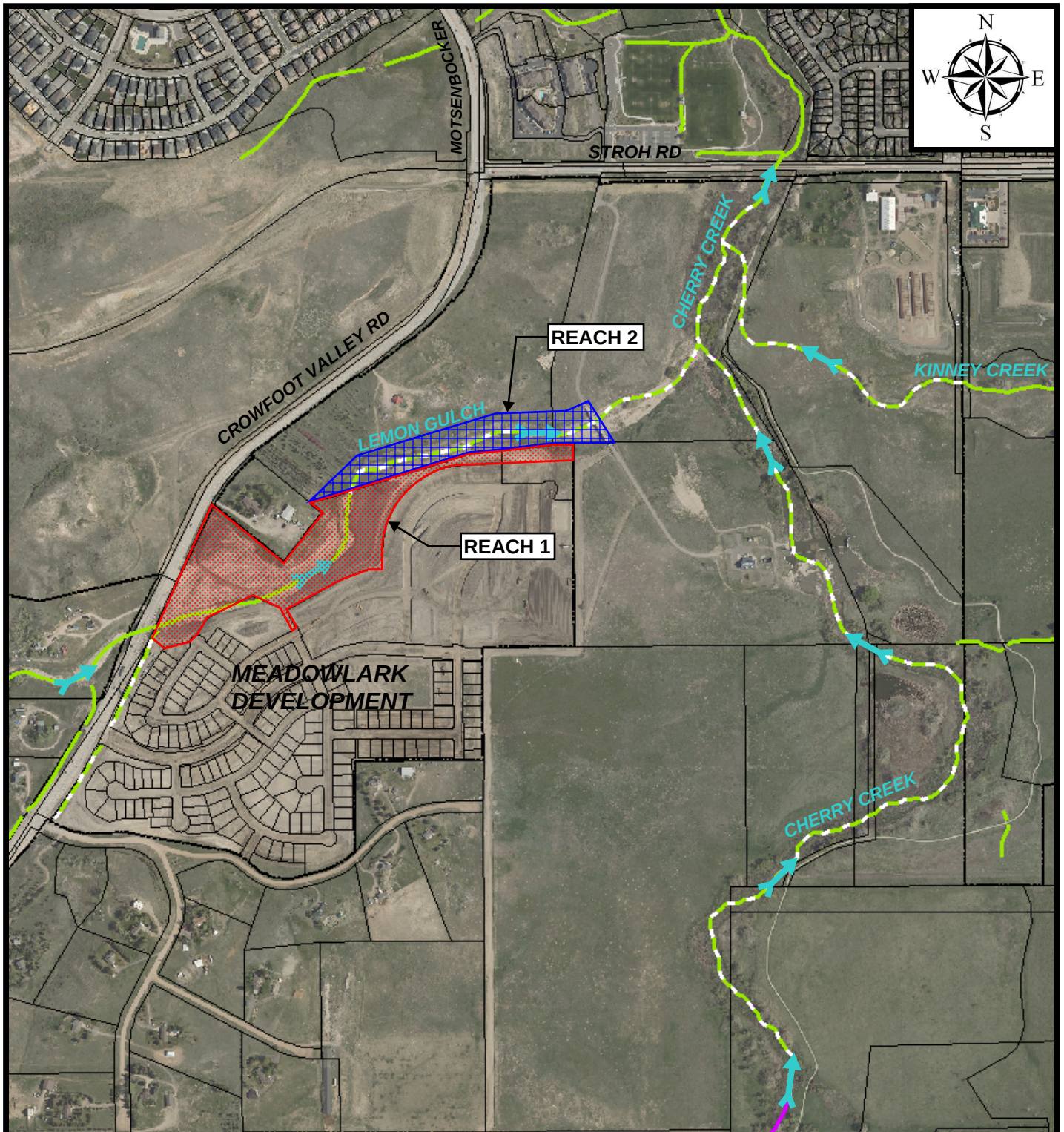
1. Vicinity Map
2. Ordinance No. 9.269.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.269.3 on second reading.

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: March 2, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.44 - Second 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

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 second reading.

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