

TOWN OF PARKER COUNCIL AGENDA

November 16, 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.

Town Administrator Emergency Order No. 2-2020: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

Town Administrator Emergency Order No. 4-2020: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

Town Administrator Emergency Order No. 8-2020: Public comment for items that are not on the agenda may be made electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 6:30 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

- Colorado Gives Day and Give Where You Live, presented by Douglas County Community Foundation**

3. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*

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

5. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - October 19, 2020 and October 21, 2020*

B. *ORDINANCE NO. 1.548 - First Reading*

A Bill for an Ordinance to Levy General Property Taxes for the Year 2020 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2021 Budget Year

Department: Finance, Mary Lou Brown

Second Reading: December 7, 2020

C. *ORDINANCE NO. 3.315.3 – First Reading*

A Bill for an Ordinance to Amend the Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Second Amendment, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, BrieAnna Simon

Trakit No.: Z20-005

Second Reading: December 7, 2020

D. *ORDINANCE NO. 3.162.4 – First Reading*

A Bill for an Ordinance to Amend the Second Amendment to the Olde Town at Parker Planned Development Guide and Plan, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Stacey Nerger

Trakit No.: Z20-013

Second Reading: December 7, 2020

E. *RESOLUTION NO. 20-057*

A Resolution of the Town Council of the Town of Parker, Colorado Appointing a Director to Fill a Vacancy on the Salisbury Heights Metropolitan District Board of Directors

Department: Town Attorney, Kristin Hoffmann

F. *RESOLUTION NO. 20-059*

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

Department: Town Administrator, Michelle Kivela

- G. *RESOLUTION NO. 20-060*
 A Resolution to Allow a Partial Waiver of Subsections 13.07.100(i) and (j) of the Parker Municipal Code to Extend the Expiration Date of the Parker Pointe Minor Development Plat
 Department: Community Development, Bryce Matthews

H. CONTRACTS OVER \$100,000

1. *High Plains Trail - Segments 1 & 2 Final Design Professional Services Agreement*
 Amount: \$201,513.48
 Contractor: Stanley Consultants, Inc.
 Department: Engineering and Public Works, Chris Hudson

2. *Downtown Safety and Circulation Improvements Final Design Professional Services Agreement*
 Amount: \$119,938
 Contractor: Stanley Consultants, Inc.
 Department: Engineering and Public Works, Chris Hudson

6. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1.539.4 - Second 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
- B. **ORDINANCE NO. 1.547 - Second Reading**
 A Bill for an Ordinance to Adopt the 2021 Budget and to Make Appropriations for the Same
 Department: Finance, Mary Lou Brown

C. ANTHOLOGY NORTH - Planned Development Amendment No. 2

Applicant: John Prestwich, PCS Group
Location: Generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z20-002

1. **ORDINANCE NO. 3.308.2 Second Reading
A Bill for an Ordinance to Amend the Anthology North Development Plan and Guide First Amendment Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith**
2. **THIRD AMENDMENT TO AMENDED AND RESTATED STROH RANCH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY)**

D. DOUGLAS 234 FILING 6

Applicant: RICK Engineering Company
Location: Generally located on the northeast corner of Chambers Road and Hess Road
Department: Community Development, BrieAnna Simon
TRAKiT No.: SUB20-002

1. **Minor Development Plat**
2. **Subdivision Agreement**

E. MACLACHLAN PROPERTY FILING 1 LOT 1– Use by Special Review for 9855 Parker LLC/Inspire Animal Hospital

Applicant: Ben Swanson /Jamie Saliman, Josh Saunders
Location: Generally located on the north side of Lincoln Avenue between Dransfeldt Road and Parker Road
Department: Community Development, Carolyn Washee-Freeland
TRAKiT No.: Z20-009

F. COTTONWOOD HIGHLANDS FILING 7

Applicant: LAI Design Group
Location: Generally located on the south side of Cottonwood Drive between Chambers Road and Jordan Road
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB19-0051

1. Final Plat
2. Subdivision Agreement

7. ORDINANCES

A. ORDINANCE NO. 1.549 - Second Reading
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, Concerning the Property Known As the Lot 1B, Mainstreet Center 1st Amendment Property (The Schoolhouse Gym Property)

Department: Town Attorney, Jim Maloney

B. ORDINANCE NO. 9.325 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Rueter-Hess Recreation Authority Concerning Program Coordination Services

Department: Parks and Recreation, Mary Colton

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

November 16, 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. Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Trails at Crowfoot Filings 11, 12 and 13)
2. Section 2.9(b) and (c) of the Town of Parker Home Rule Charter concerning the process to fill a vacancy on Town Council

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 19, 2020**

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

Deputy Town Attorney Kristin Hoffmann announced that the topic for discussion in Executive Session which was to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) which was the Municipal Court Judge Evaluation Process.

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:32 P.M. to hold a conference with the Town's attorney to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to come out of Executive Session at 5:46 P.M.

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to recess the meeting until 7:00 P.M.

The motion was approved unanimously.

REGULAR MEETING

The Mayor reconvened the meeting at 7:03 P.M. All Councilmembers were present.

Mayor Waid led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Dale DeBerry Jr., and Sharlene Glover were recognized as citizens offering Parker Police support. They were presented with a COPPS Award for their "thin blue line" project as a visual reminder for officers of their appreciation and consent support of the work they do each and every day.

PUBLIC COMMENTS

There was one written general public comment that will be attached to the approved minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember provided updates regarding meetings they each attended since the last Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - October 5, 2020*

- B. *ORDINANCE NO. 4.53.8 - First Reading*
A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual
Department: *Engineering/Public Works, Alex Mestdagh*
Second *November 2, 2020*
Reading:
- C. *ORDINANCE NO. 9.280.1 - First Reading*
A Bill for an Ordinance to Approve the Third Replacement Intergovernmental Dispatch Services Agreement By and Between the Town of Parker and the City of Lone Tree
Department: *Police Department, Jim Tsurapas*
Town Attorney, Jamie Wynn
Second Reading: *November 2, 2020*
- D. *ORDINANCE NO. 5.02.7 - First Reading*
A Bill for an Ordinance to Amend Section 3.01.080 of the Parker Municipal Code Concerning Trials
Department: *Town Attorney, Jamie Wynn*
Second *November 2, 2020*
Reading:
- E. *ORDINANCE NO. 5.72.1 - First Reading*
A Bill for an Ordinance to Amend Section 8.08.060 of the Parker Municipal Code Concerning Display, Consumption or Use of Marijuana in Public Places
Department: *Town Attorney, Jamie Wynn*
Second *November 2, 2020*
Reading:
- F. *RESOLUTION NO. 20-055*
A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Parker Homestead Filing No. 1, First Amendment, Tract A (Back 40 Gun and Archery)
Department: *Community Development, Bryce Matthews*
- G. *RESOLUTION NO. 20-056*
A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment
Department: *Community Development, Bryce Matthews*

Cheryl Poage moved and Jeff Toborg seconded to remove Item 5G from the Consent Agenda.

A roll call vote was taken:

Joshua Rivero - No
Cheryl Poage - Yes
Jeff Toborg - Yes
Debbie Lewis - No
John Diak - Yes

The motion passed 3 -2. (Lewis and Rivero voted No.)

Cheryl Poage moved and Jeff Toborg seconded to remove Item 5F from the Consent Agenda.

A roll call vote was taken:

Joshua Rivero - Yes
Cheryl Poage - Yes
Jeff Toborg - Yes
Debbie Lewis - No
John Diak - Yes

The motion passed 4-1. (Lewis voted No.)

Joshua Rivero moved and Cheryl Poage seconded to approve Consent Agenda Items 5A-5E.

A roll call vote was taken:

Joshua Rivero - Yes
Cheryl Poage - Yes
Jeff Toborg - Yes
Debbie Lewis - Yes
John Diak – Yes

The motion was approved unanimously.

Item 5F - RESOLUTION NO. 20-055

Cheryl Poage stated that this item had a lot of controversy and the public should be updated on the status.

Bryce Matthews, Planning Manager, explained that this item is in response to a request by Parker Homestead Investments, LLC to extend the duration of their Use by Special Review approval for an indoor archery and gun range. The proposed resolution would provide a Partial Waiver of the Municipal Code to extend the Use by Special Review approval located at the Parker Homestead Filing No. 1, First Amendment, Tract A. This action extends the approval through December 31, 2021. The property owner has indicated that they need additional time to respond to market challenges associated with COVID-19.

John Diak moved to approve Consent Agenda Item 5F - Resolution No. 20-055.

Debbie Lewis seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - No

Jeff Toborg - Yes

Debbie Lewis - Yes

John Diak - Yes

The motion passed 4-1. (Poage voted No.)

Item 5G – RESOLUTION NO. 20-056

Bryce Matthew explained that this item is in response to a request by Parker Mainstreet Partners, LLC to extend the duration of their Site Plan approval for a multi-tenant retail and office building on Mainstreet in the western section of Downtown. The proposed resolution would provide a Partial Waiver of the Municipal Code to extend the Site Plan approval located at Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment. Approval of this item will extend the Site Plan approval through December 31, 2021. The property owner has indicated that they need additional time to respond to market challenges associated with COVID-19.

Joshua Rivero moved to approve Item 5G - Resolution No. 20-056.

Debbie Lewis seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Jeff Toborg - Yes

Debbie Lewis - Yes

John Diak - Yes

The motion was approved unanimously.

TOWN ADMINISTRATOR

The Fall 2020 TA Report is available on the Town's web site.

ORDINANCES

A. ORDINANCE NO. 3.321.3 - Second Reading

A Bill for an Ordinance to Amend Section 13.02.010 and Subsection 13.07.140(c) of the Parker Municipal Code Concerning Dedications for Parks, Trails, Open Space and Schools

**Department: Community Development, Mary Munekata
 Community Development, Stacey Nerger
 Parks and Recreation, Dennis Trapp**

7:17 P.M.

The Town of Parker Land Development Ordinance (LDO) requires that new residential development incorporate parks, trails, open space and, where necessary, schools depending upon the nature of the development proposal. The current Parks Dedication Standards (the Standards) for new residential development in Section 13.07.140 of the LDO were adopted in 2001 and updated in 2005. The Standards guide the planning and design of residential development including the total area, in acres, of parks to be dedicated and the type of parks to be created.

Parks, trails and open space are important community assets. It is Town policy that they be incorporated into residential development in order to: promote residential quality of life, supplement the Town park and recreation system and contribute to the preservation of community character. In 2018, the Community Development and Parks and Recreation Departments determined that the Standards were in need of updating.

In 2019, the Community Development and Parks and Recreation Departments commissioned a study to analyze the Standards and provide recommendations for improving them. Staff from both Departments presented the resulting Parks Dedication Standards Update Recommendations Report (the Report) to Town Council in fall 2019 and were directed to confirm Council support by a resolution adopted by Council in December 2019.

Since then, staff has implemented the Report recommendations until such time as additional Parks Dedication Standards could be prepared and adopted in advance of the LDO Modernization Project that will continue into 2021. The proposed ordinance implements this approach and will establish updated parks dedication standards including a table of parks amenity options and standards. Residential developers would have to address the updated parks amenity standards in the planning and design of future residential development proposals if the ordinance is adopted.

The following changes have been made to the ordinance between first and second reading for greater consistency with the Parks, Recreation and Open Space Master Plan:

- 1 - Increasing the minimum size of Community-serving parks from 8 to 10 acres and;
- 2 - Establishing the maximum size of Neighborhood-serving parks at 9.99 acres in order to further clarify park types and better distinguish between Neighborhood and Community-

serving parks as to the scale and purpose.

Public Comments:

Michael Dokovna, 12793 Red Rose Circle, asked if this will apply to approved, but not yet built, developments and parks or will it be from this passage going forward?

Mary Munekata stated this ordinance will be everything moving forward from this passage.

Public Comments were closed at 7:31 P.M.

Joshua Rivero moved to approve Ordinance No. 3.321.3 on second reading.

John Diak seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Jeff Toborg - Yes

Debbie Lewis - Yes

John Diak - Yes

The motion was approved unanimously.

B. ORDINANCE NO. 9.318.1 - Second Reading

A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker"

Department: Town Attorney, Jamie Wynn

Community Development, John Fussa

7:33 P.M.

On July 6, 2020, the Town Council approved Ordinance No. 9.318, accepting the CDBG IGA with Douglas County, which committed the Town to participate as a unit of local government in the CDBG program for the fiscal years 2021 - 2023. The Federal Department of Housing and Urban Development (HUD) rejected the CDBG IGA previously approved by Town Council and submitted required amendments. Town Council has declined to accept HUD's amendments. Staff recommends that Ordinance No. 9.318 be repealed.

Public Comments: None.

Public comments were closed at 7:35 P.M.

Cheryl Poage moved to approve Ordinance No. 9.318.1 on second reading.

Jeff Toborg seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes
Cheryl Poage - Yes
Jeff Toborg - Yes
Debbie Lewis - No
John Diak - Yes

The motion passed 4-1. (Lewis voted No.)

C. ORDINANCE NO. 1.546 - Second Reading

**A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT)
Collaborative Investigation Unit Memorandum of Understanding Among the Douglas
County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock**

Department: Police, Jim Prior

Town Attorney, Jamie Wynn

7:35 P.M.

This item is for a Memorandum of Understanding (MOU) with the Douglas County Sheriff's Office to make available an officer to function as a member of their Impact Unit; a multi-organizational team that was created to distinctively address hard to solve crimes that are committed by semi-organized, habitual or career criminals who commit crimes with a repeat or "pattern" in Douglas County. Additionally, the Impact Unit addresses quality of life issues, emerging crime trends and identifies problem areas throughout Douglas County.

Public Comments: None.

Cheryl Poage moved to approve Ordinance No. 1.546 on second reading.

Joshua Rivero seconded the motion

A roll call vote was taken:

Joshua Rivero - Yes
Cheryl Poage - Yes
Jeff Toborg - Yes
Debbie Lewis - Yes
John Diak - Yes

The motion passed unanimously.

D. ORDINANCE NO 9.324 - Second Reading**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software****Department: Finance, Linda Quade****7:39 P.M.**

This ordinance will allow the Town of Parker to enter into an Intergovernmental Agreement to allow for the collection of sales tax.

Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by state and local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 9.324 on second reading.

Debbie Lewis seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Jeff Toborg - Yes

Debbie Lewis - Yes

John Diak - Yes

The motion passed unanimously.

E. ORDINANCE NO. 8.32 - Second Reading (Incorrectly given as 8.31)**A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax****Department: Finance, Linda Quade****7:46 P.M.**

The Supreme Court Wayfair decision provides the Town a legal basis for capturing local sales tax on remote sales, subject to amendments to Chapter 4.03 of the Parker Municipal Code.

In 2017, the Sales and Use Tax Simplification Task Force was created pursuant to House Bill 17-1216. The task force studied sales and use tax simplification between the state and local governments, including home rule municipalities, to identify opportunities and challenges

within existing fiscal frameworks to adopt innovative revenue-neutral solutions that did not require constitutional amendments or voter approval.

The State of Colorado adopted HB19-1240 codifying economic nexus definitions (including marketplace facilitators) for all state collected jurisdictions. Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by State and Local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

Wayfair provides the Town a legal basis for capturing local sales tax on remote sales. While many of the larger vendors are voluntarily remitting to the Town there has been some legal uncertainty with enforcing economic nexus. If the Town wants to capture local sales tax on remote sales, the Town will need to adopt the economic nexus definitions and participate in the SUTS agreement. The Town could adopt the definitions and not participate in the payment portal through the SUTS System; however, the state and local tax jurisdictions risk a challenge, if Colorado cannot demonstrate the tax is collected using single-point tax administration (required in the Wayfair decision).

The risk of a challenge increases should a municipality enforce economic nexus language without using the portal...(i)f extending the sales tax net to capture internet sales by otherwise out-of-state vendors, the compromise for fairness seems to require single-point payment, such as through SUTS. See CML May 29, 2020 memorandum included in the staff report..

Public Comments:

Laura Hefta, 18236 Shadberry Lane, asked about the definition of doing business in the Town. Linda Quade clarified that doing business in Parker is being physically in the Town. Those online retailers that sell to our residents should have some connection to the Town.

Public comments were closed at 7:52 P.M.

Debbie Lewis moved to approve Ordinance No. 8.32 on second reading.

Jeff Toborg seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Jeff Toborg - Yes

Debbie Lewis - Yes

John Diak - Yes

The motion passed unanimously.

MOTION**Appoint a Town Councilmember to Fill a Vacancy****Department: Town Attorney, Kristin Hoffmann**

No motion was made to appoint a Town Councilmember to fill a vacancy.

The Town Council meeting adjourned at 7:56 P.M.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
SPECIAL MEETING
MINUTES
OCTOBER 21, 2020**

Mayor Waid called the Special Town Council meeting to order at 5:30 P.M. All Councilmembers were present. Cheryl Poage participated by Zoom.

APPOINT A TOWN COUNCILMEMBER TO FILL A VACANCY

The Mayor called for a motion to appoint a Town Councilmember to fill a vacancy.

There was no motion made.

The Mayor again called for a motion to appoint a Town Councilmember to fill a vacancy.

There was no motion made.

The meeting was adjourned at 5:31 P.M.

Chris Vanderpool, Deputy Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: November 16, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.548 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2020 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2021 Budget Year
Department: Finance, Mary Lou Brown
Second Reading: December 7, 2020

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2020, in order to collect property taxes for the 2021 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2020) and next year (2021). The amounts for 2021 are preliminary at this time.

2020 Budget Year

Assessed Valuation	\$906,911,607
Mill Levy	2.602
Property Tax Revenue	\$2,359,784

2021 Budget Year

Assessed Valuation	\$937,077,089
Mill Levy	2.602
Property Tax Revenue	\$2,438,274

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. The Town cannot increase the mill levy without a vote of the citizens; therefore, the mill levy will continue to remain 2.602 mills.

The amount of property tax an owner of a home with an actual value of \$300,000 would have to

pay the Town of Parker is approximately \$780 per year.

FINANCIAL IMPACT

The General Fund includes the impact of property tax revenue.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance 1.548

RECOMMENDED MOTION

I move to approve Ordinance No. 1.548 on first reading and schedule second reading for December 7, 2020, as part of the consent agenda.

ORDINANCE NO. 1.548, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2020 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2021 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on December 2, 2020;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,438,274;

WHEREAS, the 2020 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$937,077,089;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2020 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2020, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2020 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2020.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2019. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

Section 4. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 16, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.315.3 – First Reading**
A Bill for an Ordinance to Amend the Hess Ranch
Development, Town of Parker, Colorado, PD Development
Guide – Second Amendment, Pursuant to the Town of Parker
Land Development Ordinance, and Amending the Zoning
Ordinance and Map to Conform Therewith
Department: Community Development, BrieAnna Simon
Trakit No.: Z20-005
Second Reading: December 7, 2020

EXECUTIVE SUMMARY

The applicant, Front Range Communities, is proposing to amend the Hess Ranch Planned Development (PD) zoning for Segment 2A and future phases of the project. The proposed amendments are necessary to support a dendritic design approach to stormwater management, realign the location of Stroh Road to the common boundary with Anthology North and comply with the 2019 Partial Waiver Resolution approved by the Town Council. The Partial Waiver Resolution requires that the Planning Areas at the intersection of Chambers Road and Stroh Road be rezoned to require that at least one-third (1/3) of the developable land be used for future commercial development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The majority of the Hess Ranch PD is located south of Stroh Road, west of Crowfoot Valley Road and adjacent to the Anthology North PD. The Hess Ranch PD Segment 2A and future phases are currently undeveloped while Segment 1 that was previously approved by Town Council is currently under development.

The applicant, Front Range Communities, is requesting the approval of an amendment to the Hess Ranch PD zoning. Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

The applicant is requesting an amendment to the Planning Area boundaries located in Hess Ranch Segment 2A and future phases as described in the Town Council approved Partial Waiver Resolution. The catalyst for the proposed zoning amendments are the relocation of Stroh Road to the common boundary with Anthology North and the use of a dendritic design approach to stormwater management. Dendritic design is a method of designing drainage to preserve and respond to natural features such as floodplains, natural drainages, slopes and upland areas in a way that incorporates these natural features into subdivision design as opposed to altering or removing them. While the Planning Area boundaries are proposed to be changed, it is important to note that there is no increase in residential density and no increase in the total number of residential units that are permitted by the approved Annexation Agreement and PD zoning.

The proposed PD zoning amendment also addresses the Partial Waiver Resolution requirement that the Planning Areas at the intersection of Chambers Road and Stroh Road be rezoned to require that at least one-third (1/3) of the developable land be used for future commercial development.

Stroh Road Realignment:

Stroh Road is proposed to be realigned to the north to the common boundary with the Anthology North PD. This is a more appropriate location for the road from a planning and engineering perspective because it will follow the path of existing utility infrastructure and better respond to the drainage and grading characteristics of the site. Stroh Road, with Chambers Road and Spirit Trail Boulevard, are the major arterial and collector roads that will provide access to the planned residential and commercial development. These roads are designed and will be constructed to Town standards including access locations, intersection spacing and design speed. Staff has reviewed and analyzed the information provided in support of the Stroh Road relocation and supports the new design.

Partial Waiver Resolution Compliance:

In May 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer certain submittal requirements and phase future development into three (3) segments including required Sketch and Preliminary Plan applications. In return, the Town was able to negotiate certain improvements to the future Planned Development that the Town would have not been able to otherwise achieve. The Town Council approved the Partial Waiver Resolution subject to certain developer obligations as follows:

- One of the obligations is to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Areas 3, 4, 12 and 14 be rezoned from a Mixed-Use Planning Area to a Commercial Planning Area. The requirement for one-third (1/3) of these planning areas be rezoned to allow commercial use only was initiated to ensure a critical mass of commercial development to serve the PD and southern section of the Town. It is also supported by the Parker 2035 Master Plan recommendation for Community Centers. This recommendation states “In general, a Community Center shall have no less than 33 percent or twenty (20) acres, whichever is greater, of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use development...” The intent of this language is to ensure that there is

meaningful commercial development within identified Community Centers. This will ensure commercial services are available to current and future residents of the Town while generating economic development benefits including retail sales tax revenue and primary employment. A total of one-third (1/3) of Planning Areas 3, 4, 12 and 14 or approximately 23 acres is proposed to be rezoned to commercial use only.

- A second obligation to be partially addressed with the PD zoning amendment is the requirement for a comprehensive Parks, Trails and Open Space Master Plan (to be developed for all Segments). The Partial Waiver Resolution allowed the applicant to defer certain details on the associated parks, trails and open space for Segment 2 until there is proposed development for Segment 2. The applicant has provided a detailed analysis and plan for the parks, trails and open space amenities located within Segment 2A and future phases. The Hess Ranch Parks, Trails and Open Space Master Plan provides compliance with the requirements outlined in the Partial Waiver Resolution and the new parks standards adopted by the Town Council on October 19, 2020.

The benefits of the requested Hess Ranch PD zoning amendments will include the implementation of a more environmentally friendly dendritic stormwater design, the incorporation of larger community parks than shown in the current Development Plan and the guarantee that the Planning Areas at the intersection of Chambers Road and Stroh Road will have a minimum of 23 acres or one-third (1/3) of its developable area zoned for future commercial use.

Staff has reviewed the proposed PD zoning amendment against the nine (9) criteria for approval of a rezoning application set forth in Section 13.04.240 of the Land Development Ordinance and has determined the zoning amendment satisfies the criteria for approval. Please see the the attached Planning Commission Staff Report for additional information.

The Planning Commission will hold a public hearing and make a recommendation to Town Council for the proposed PD zoning amendment on November 12, 2020.

The proposed Annexation Agreement amendment is intended to simplify the park and open space dedication requirements and to better align those requirements with the proposed, revised PD Planning Areas.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Partial Waiver Commercial Documentation – PA 2, 3, 12 and 14
3. Proposed Parks, Trails and Open Space Master Plan
4. Ordinance No. 3.315.3

RECOMMENDED MOTION

I move to approve Ordinance No. 3.315.3 on first reading and to schedule second reading for December 7, 2020, as part of the consent agenda.



LOOKING GLASS

PARKER • CO

October 22, 2020

Ms. BrieAnna Simon, Associate Planner
Town of Parker Community Development
20120 East Mainstreet
Parker, CO 80138

RE: Hess Ranch – North Parcel PD Amendment No. 3 “Looking Glass”

Dear BrieAnna,

The Henry Design Group, Inc., on behalf of JEN Colorado 18, LLC, the land owner, and Front Range Communities, LLC, the applicant, is pleased to submit this narrative in support of the proposed Planned Development (PD) Amendment to the Hess Ranch (North Parcel) also known as Looking Glass. The following information is provided in accordance with Section 13.04.240 of the Town of Parker Land Development Code.

1. Applicant / Design Team

Owner/Applicant:

JEN Colorado 18, LLC
Front Range Communities, LLC
Matthew Osborn 303-598-5970
Lawrence Jacobson 303-748-5466
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
mosborn@frontrangecommunities.com
ljacobson@frontrangecommunities.com

Planner/Landscape Architect:

The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:

EMK Consultants, Inc.
Eric McDaniel, PE
7006 S. Alton Way, Building F
Centennial, CO 80112
303-694-1520
emcdaniel@emkc.com

2. Proposed Project Description

The Hess Ranch (North Parcel) consists of 1135.86 acres of gently or moderately rolling terrain in a developing area of the Town of Parker. The site is generally described as being located in Section 33 of Township 6 South and portions of Sections 4, 5 and 6 of Township 7 South, Range 66 West of the 6th PM.

The property is bordered to the north by Stroh Road and the Anthology North PD. Land uses to the east include Segment 1 of Hess Ranch that was included in Hess Ranch -North Parcel PD Amendment No.2. Vacant land within Douglas County zoned A-1 borders the southern and western edges of the property.

The site is currently zoned Planned Development (PD) in the Town of Parker for a variety of land uses. The intent of this proposal is to amend Segment 2, the western 781.99 acres of the PD, to adjust Planning Area (PA) boundaries, accommodate a dendritic/low maintenance drainage design, properly allocate the proposed number of homes within each PA and define the Mixed-Use /Commercial in compliance with Waiver Resolution 19-028, Series of 2019. The amendment allows for a variety of lot sizes ranging from paired homes to large lot detached homes, which will attract residents and families of all sizes and demographics.

Table 3 on Page 8 provides a summary of the proposed changes to the PD in comparison to the approved PD.

The PD Amendment (See Exhibit A) is proposed in response to the site's topography and the Town of Parker and Mile High Flood Control District's ("District") request for a dendritic/low maintenance drainage design.

The drainage design was developed in cooperation with EMK Consultants Engineering and Surveying, Muller Engineering, the Town of Parker, and Mile High Flood Control District.

Segment 1 of the Looking Glass development is one of the first projects in the Town that implemented this approach with the goal of providing a holistic low maintenance stream approach by minimizing the need for grading and maintaining a natural stream flow thereby preserving the existing native vegetation and minimizing future maintenance costs. A similar approach will be utilized along Brandy Gulch and Oak Gulch which are part of Segment 2 and incorporated in this PD Amendment No. 3.

The approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. The intent is to create a win-win for all parties involved by reducing costs of infrastructure construction and maintenance while creating desirable stream-focused open spaces for communities.

The revised Planning Area boundaries are necessary to respond to the dendritic design and to be sensitive to the site's varying topography where the construction of

homes would be difficult and destructive to the natural environment. The modifications to the PAs are minor while maintaining the overall intent of the PD and not increasing the total approved number of dwelling units. The PD Amendment maintains the amount of open space and a comprehensive trail system, to the extent practical, including regional trails, local trail connectors and stabilized earth trails through the more sensitive areas within proposed parks and open space. A summary of the Parks and Open Space follows in Table 1.

Table 1

OPEN SPACE AND PARKS				
SEGMENT	SEGMENT 2A	SEGMENT 2B	SEGMENT 1	TOTAL
PARKS	25.70	27.62		53.32
OPEN SPACE	53.47	95.55	136.25	285.27

The modifications are also necessary to accommodate the community's redefined road alignments, drainage and grading needs, intersection locations for S. Chambers Road and Stroh Road, and the realignment of Stroh Road and Spirit Trail Boulevard through the property. The more specific design at time of the detailed Sketch Plan and Preliminary Plan will reinforce the modifications proposed by the PD Amendment.

3. Existing and Proposed Zoning and Land Uses

The current and proposed zoning of the Planning Areas within the Segment 2 – PD Amendment No. 3 is identified in the following Table which includes each Land Use Category, Permitted Uses Density and Lot Size.

Table 2

Applicable New Planning Area References	Approved Land Use Designation	Proposed Land Use Designation	Approved and Permitted Uses	Density/Min. Lot Size Based on Amendment
PA-1, PA-20, PA-22, PA-24, PA-29, PA-31, AND PA-32	SFf	SFd	Residential including: SF Detached, Zero lot line, SF Attached, Semi-detached, SFD – Clustered, Live/work, Condominiums, 2, 3 and 4-plex Dwelling units, Townhomes, Age targeted/Age restricted Housing and accessory uses	4.5 DU/Ac – 3,500 SF Lots 2,000 SF Lots for Duplex/Paired Homes
PA-11	SFe	SFd		
PA-27	SFg	SFd		
PA-26	PARK	SFd		
PA-30	SFd	SFd		4.5 DU/Ac – 3,500 SF Lots 2,000 SF Lots for Duplex/Paired Homes
PA-12 AND 14	MU	MU		
PA-33	SFg	SFf		3.2 DU/Ac – 3,500 SF
PA-13	PARK	SFe		6.0 DU/Ac – 3,500 SF 2,000 SF Lots for Duplex/Paired Homes
PA-2, PA-23	SFd	SFd		
PA-5	THd	SFe		
PA-14	MU	MU		

Applicable New Planning Area References	Approved Land Use Designation	Proposed Land Use Designation	Approved and Permitted Uses	Density/Min. Lot Size Based on Amendment
PA				
PA-18	MU	PARK		
PA-28	SfD	PARK		
PA-3, PA-4	MU	COMMERCIAL	Mixed use commercial, office, service, and public uses	
PA-15	PARK	PARK		
PA-19	SCHOOL	SCHOOL		

4. General Development Schedule and Phasing Plan

Development of the entire Hess Ranch (North Parcel) aka Looking Glass may be developed in individual Filings with absorption of all Filings planned to occur over the course of three to five years based on market demand. The area proposed within PD Amendment No. 3 is anticipated to be platted in two (2) segments, 2A and 2B. It is anticipated the entitlement process will be complete for Segment 2A in the spring of 2021 with infrastructure commencing as soon as possible after infrastructure plans have been approved, likely summer 2021. Entitlements are expected to be complete for Segment 2B in the summer of 2022 with the predicted buildout of Segments 2A and 2B to occur over the next five (5) to eight (8) years.

5. Compliance with the 2035 Master Plan

The Hess Ranch (North Parcel) PD Amendment remains consistent with the Town of Parker 2035 Master Plan as determined by the approval of the original PD by Town Council in September of 2015. In accordance with the approved PD and the governing documents of the Town of Parker, the PD Amendment will facilitate drainage improvements, road improvements, utility extensions, a variety of housing types, mixed-use commercial development and provisions for parks, trails and open space necessary to meet the needs of future residents of the Town. Additionally, PD Amendment No. 3 complies with Waiver Resolution 19-028, Series of 2019.

The Amendment also proposes the relocation of the intersection of Stroh Road and S. Chambers Road and the partial realignment of Stroh Road to along the northern property line. The intersection is better aligned to accommodate the site's topography and provide usable commercial areas while remaining consistent with the intent of the Town's Master Plan.

The buffer along the southern edge of Segment 2 is being modified by this PD amendment to a width varying between 50 feet and in excess of 400 feet based on topography and the need to realign Spirit Trail Boulevard to better accommodate the topography and maintain the central open space corridor and existing drainage characteristics along Brandy Gulch. The Planning Area boundaries, road alignments and open space locations enable less impactful development.

This buffer will maintain a trail corridor to a point between PA-23 and PA-24 and between PA-20 and PA-19 (the School Site), at which point a connector trail will extend north to access the regional trail along Brandy Gulch. West of PA-24, a stabilized earth trail I will be provided connecting PA-28 (Park) to the regional trail in Segment 1.

The land uses to the south are undeveloped land including a clay mine. The preservation of an open space and trail corridor, the proposed larger lots within Looking Glass, the varied topography and the preservation of the canyon in the southwest corner of the site (south of PA 33) address compatibility in a rural and urban interface area.

6. Approval Considerations

A. A need exists for the Proposal.

The PD Amendment is being requested primarily due to the desire to accommodate a more sensitive and natural approach to the drainage systems throughout the site; Waiver Resolution 19-028, Series of 2019 and the realignment of Stroh Road to better accommodate the site's topography. As such, designated open space areas, planning area boundaries and road alignments have been modified to accommodate development, drainage, and open space in harmony.

B. The parcel of ground is indeed the correct site for the proposed development.

The PD Amendment as requested will not modify the previously approved land uses, density, or number of dwelling units, nor will it reduce planned open space. The relocation of the Stroh Road intersection is a result of detailed analysis of the existing topography and viability of an intersection in the approved location.

Additionally, the dendritic design led to many of the proposed changes in the PD. This approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. The intent allows for more cost-effective long-term stream maintenance and creates desirable stream-focused open spaces for Looking Glass.

C. There has been an error in the original zoning.

Not applicable.

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

The area continues to change as new developments are being constructed. The PD Amendment is primarily driven by the philosophical change to dendritic drainage patterns, realignment of primary roads due to topography and the realignment of Planning Area boundaries and densities to better accommodate site constraints and opportunities.

E. Adequate circulation exists, and traffic movement would not be impeded by development.

The PD Amendment request will facilitate and enable the development of S. Chambers Road and Stroh Road which are significant improvements that provide regional transportation needs for the area. The roads are designed to

accommodate the transportation needs of not only the Looking Glass community but the surrounding commuting traffic as well. The PD Amendment does not increase the approved number of residential units.

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

The PD Amendment request will not create a change to any municipal services that were previously anticipated by the Town.

- G. *There are minimal environmental impacts or impacts can be mitigated.*

The PD Amendment request will not change any environmental condition that was previously anticipated. Rather - to the contrary, the modifications to the Planning Area boundaries permit better quality dendritic/low maintenance drainage infrastructure which will better accommodate the proposed more natural design of the drainage systems and the preservation of the steeper slope areas of the site. Impacts to wildlife is likely as development occurs. However, urban wildlife will continue to frequent the area and utilize the ample open space corridors for travel. The preservation of the natural drainage corridors of Oak Gulch and Brandy Gulch, as well as the significant open space corridors to the west and southwest areas of the site, will continue to provide the primary travel corridors, vegetative cover, and food sources for the wildlife.

- H. *The proposal is consistent with the Town Master Plan, maps, goals, and policies.*

The PD Amendment request remains consistent with the Town of Parker 2035 Master Plan as determined by the approval of the original PD by Town Council in September of 2015. The Town's Master Plan designates this site as Low Density Residential at a gross density of 2.2 dwelling unit per acre and a Neighborhood Commercial at the corner of Stroh Road and S. Chambers Road. The PD Amendment maintains the Neighborhood Commercial area and adjacent Mixed-Use areas and no change is proposed to the 3,379 dwelling units as originally approved original Hess Ranch Planned Development.

- I. *There is adequate waste and sewage disposal, water, schools, parks and recreation and other services to the proportionate degree necessary due to the impacts create by the land uses.*

The PD Amendment request does not propose any change to land uses that would impact or change any of the obligations related to services or the needs of the developing community. The proposed number of dwelling units remains the same for the Hess Ranch PD-North as was originally intended. As such, there are not additional impacts to services, school needs or parks.

Overall, the proposed PD Amendment will aid in creating a better community that is more responsive to the natural environment and provides the Town with higher quality, easier to maintain open space and drainage infrastructure.

Thank you for your time and consideration of this Hess Ranch-North Parcel PD Amendment No. 3. We respectfully request approval of the PD Amendment. As always, we look forward

to continuing to work with the Town to see this exciting neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

A handwritten signature in black ink, reading "Karen Z. Henry". The signature is fluid and cursive, with the first name "Karen" and last name "Henry" clearly legible.

Karen Z. Henry
President, Henry Design Group, Inc.

CC: Matthew Osborn and Lawrence Jacobson, Front Range Communities, LLC
Eric McDaniel, EMK Consultants, Inc.

Hess Ranch PD Plan - Segment 2 - PD Amendment No. 3 - October 22, 2020, Table 3

Recorded PD August 2015						Proposed with PD Amendment No. 3					
Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)	Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)	Gross Density
1	SFf	19.47	3.20	17.52	56	1	SFd	20.92	4.50	52	2.49
2	SFd	13.31	4.50	11.98	54	2	SFe	24.01	6.00	107	4.46
3	MU	16.63	0.60:1 FAR	14.97	81	3	COM	20.30			
4	MU	13.94	0.60:1 FAR	12.55	68	4	COM	3.70			
5	THd	27.98	10.00	25.18	252	5	SFe	30.20	6.00	134	4.44
11	SFe	47.73	6.00	42.96	258	11	SFd	39.65	6.00	133	3.35
12	MU	30.55	0.60:1 FAR	27.50	149	12	MU	25.89		150	5.79
13	PARK	13.44		13.44		13	SFe	18.34	6.00	59	3.22
14	MU	13.38	0.60:1 FAR	12.04	65	14	SFe	17.44		100	5.73
15	PARK	12.26		12.26		15	PARK	25.02			
16	SFd	8.81	4.50	7.93	36	16					
17	SFf	8.92	3.20	8.03	26	17	PARK	13.44			
18	PARK	10.00		10.00		18					
19	SCHOOL	11.38		11.38		19	SCHOOL	11.38			
20	SFf	22.23	3.20	20.01	64	20	SFd	23.95	4.50	91	3.80
22	SFf	17.72	3.20	15.95	51	22	SFd	14.38	4.50	45	3.13
23	SFd	24.29	4.50	21.86	98	23	SFd	24.10	4.50	87	3.61
24	SFf	36.19	3.20	32.57	104	24	SFd	38.54	4.50	138	3.58
26	PARK	14.58		14.58		26	SFd	19.13	4.50	68	3.55
27	SFg	38.69	0.67	34.82	23	27	SFd	34.90	4.50	106	3.04
28	SFe	8.51	6.00	7.66	46	28	PARK	14.86			
29	SFf	36.64	3.20	32.98	106	29	SFd	37.83	4.50	120	3.17
30	SFd	25.40	4.50	22.86	103	30	SFd	18.07	4.50	73	4.04
31	SFf	36.31	3.20	32.68	105	31	SFd	18.66	4.50	70	3.75
32	SFf	11.38	3.20	10.24	33	32	SFd	54.35	4.50	208	3.83
33	SFg	55.10	0.67	49.59	33	33	SFf	39.48	3.20	70	1.77
SUBTOTAL		574.84	-	523.54	1,811	SUBTOTAL		588.54	-	1,811	

Notes:

- 1..Proposed Planning Area names are different than the previously approved Planned Development.
2. Discrepancy in total gross acreage is due to differences in legal description and the realignment of Stroh Road, Chambers Road and Spirit Trail Boulevard

HESS RANCH PLANNED DEVELOPMENT
AMENDMENT NO. 3
NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 4
PROPOSED PLANNING AREAS

LEGEND

- North Parcel Segment II Boundary
- North Parcel Segment I Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Stabilized Earth Trail
- Detention Pond
- 100 Year Floodplain - FEMA Zone A
- Well Site

NW 1/4 SEC. 5,
T7S, R66W, 6TH P.M.

GRADE SEPARATED
PEDESTRIAN TRAIL CROSSING

STROH ROAD

120' ROW

Planning
Area 6
17.99 ac
SFe
90 units

Planning
Area 8
28.02 ac
SFf
82 units

Planning
Area 5
30.20 ac
SFe
134 units

Planning
Area 4
3.70 ac
Commercial

Planning
Area 14
17.44 ac
MU
100 units

Planning
Area 3
20.30 ac
Commercial

Planning
Area 12
25.89 ac
MU
150 units

Planning
Area 1
20.92 ac
SFd
52 units

Planning
Area 30
18.07 ac
SFd
73 units

Planning
Area 27
34.90 ac
SFd
106 units

Planning
Area 29
37.83 ac
SFd
120 units

Planning
Area 26
19.13 ac
SFd
68 units

Planning
Area 28
14.86 ac
PARK

Planning
Area 31
18.66 ac
SFd
70 units

Planning
Area 32
54.35 ac
SFd
208 units

Planning
Area 11
39.65 ac
SFd
133 units

Planning
Area 2
24.01 ac
SFd
107 units

Planning
Area 13
18.34 ac
SFe
59 units

Planning
Area 15
25.70 ac
PARK

Planning
Area 20
23.95 ac
SFd
91 units

Planning
Area 24
38.54 ac
SFd
138 units

Planning
Area 18
12.76 ac
Park

Planning
Area 23
24.10 ac
SFd
87 units

Planning
Area 22
14.38 ac
SFd
45 units

Planning
Area 33
39.48 ac
SFf
70 units

OS
25.40 ac

2.74 ac

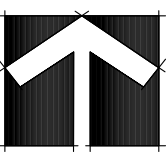
3.58 ac

4.48 ac

GRADE SEPARATED
PEDESTRIAN TRAIL CROSSING

NORTH PARCEL - SEGMENT 2 - PD AMENDMENT NO. 3 - OCTOBER 22, 2020

	Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	1	SFd	20.92	4.50	52
	2	SFd	24.01	4.50	107
	3	Commercial	20.30		
	4	Commercial	3.70		
	5	SFe	30.20	6.00	134
	10				0
	11	SFd	39.65	6.00	133
	12	MU	25.89	22.00	150
	13	SFe	18.34	6.00	59
	14	MU	17.44	22.00	100
	15	PARK	25.70		
	16				
	17				
	18	PARK	12.76		
	19	SCHOOL	11.38		
	20	SFd	23.95	4.50	91
	22	SFd	14.38	4.50	45
	23	SFd	24.10	4.50	87
	24	SFd	38.54	4.50	138
	26	SFd	19.13	4.50	68
	27	SFd	34.90	4.50	106
	28	PARK	14.86		
	29	SFd	37.83	4.50	120
	30	SFd	18.07	4.50	73
	31	SFd	18.66	4.50	70
	32	SFd	54.35	4.50	208
	33	SFf	39.48	3.20	70
	SUBTOTAL		588.54	-	1,811
	Open Space		149.02		
	Right of Way		44.43		
	TOTAL		781.99		1,811



0' 300' 600' 900'
SCALE 1"= 300'

HESS RANCH
PLANNED DEVELOPMENT
AMENDMENT NO. 3
NORTH PARCEL DEVELOPMENT PLAN

Developer
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

FR
FRONT RANGE COMMUNITIES, LLC

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520

EMK

Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

henry
design
group

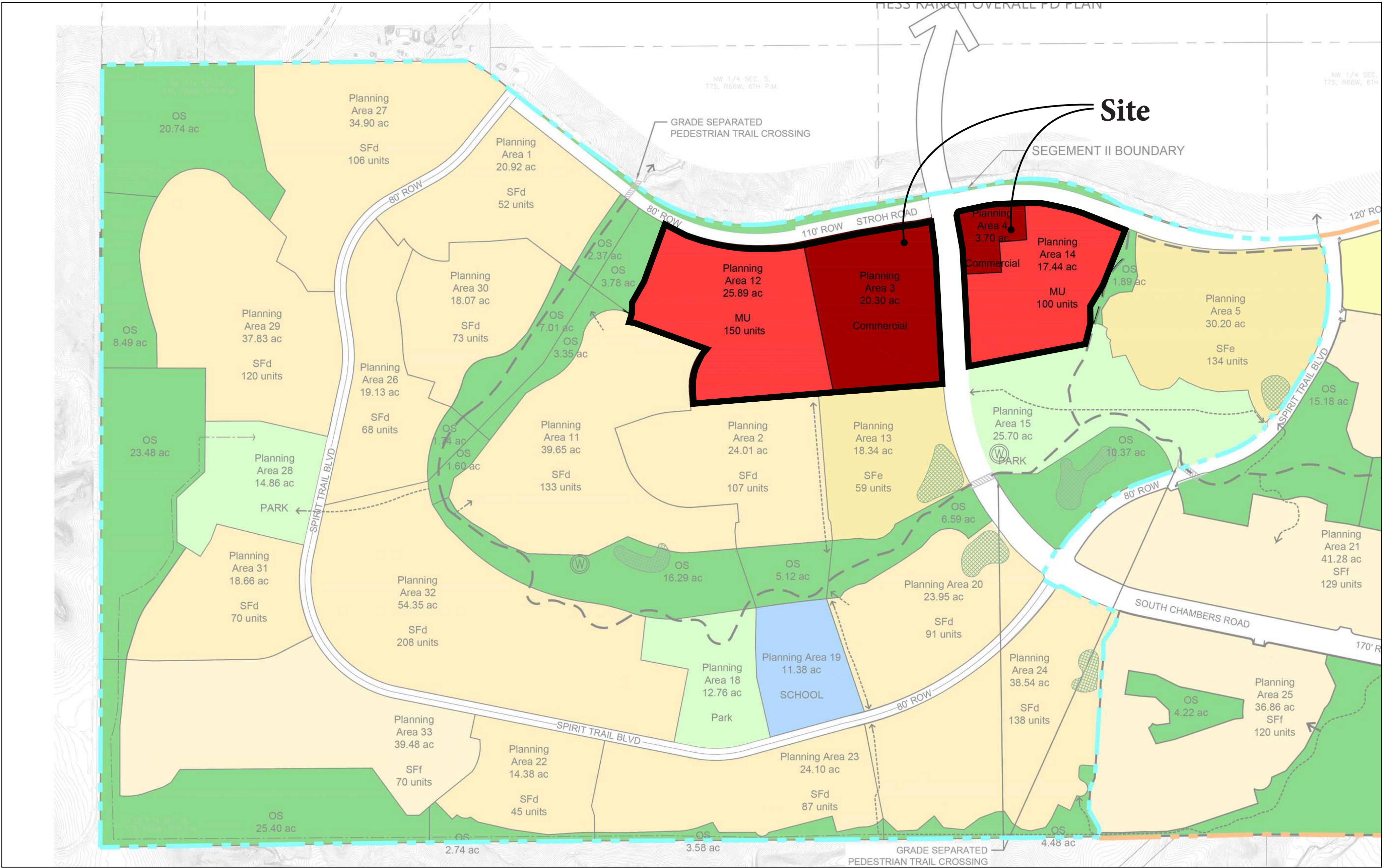
DATE: 10-22-2020
JOB NO: -
DRAWN BY: -
APPROVED: -
CADD FILE: -

EXHIBIT A

HESS RANCH NORTH PARCEL

WAIVER RESOLUTION NO. 19-028 SERIES OF 2019

EXHIBIT 8



NOTES:

ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	TASK 1 MAP
SHEET 3	TASK 2 MAP
SHEET 4	TASK 3 MAP
SHEET 5	TASK 4 MAP
SHEET 6	TASK 5 MAP
SHEET 7	TASK 5 WALL PROFILES
SHEET 8	TASK 6 MAP
SHEET 9	TASK 7 MAP
SHEET 10	TASK 8 PERMITTED LAND USES

10/22/2020

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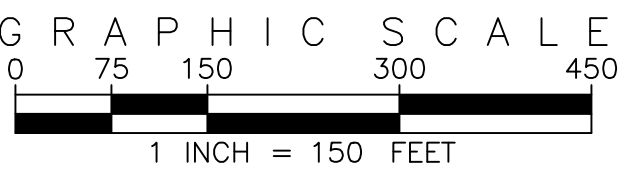
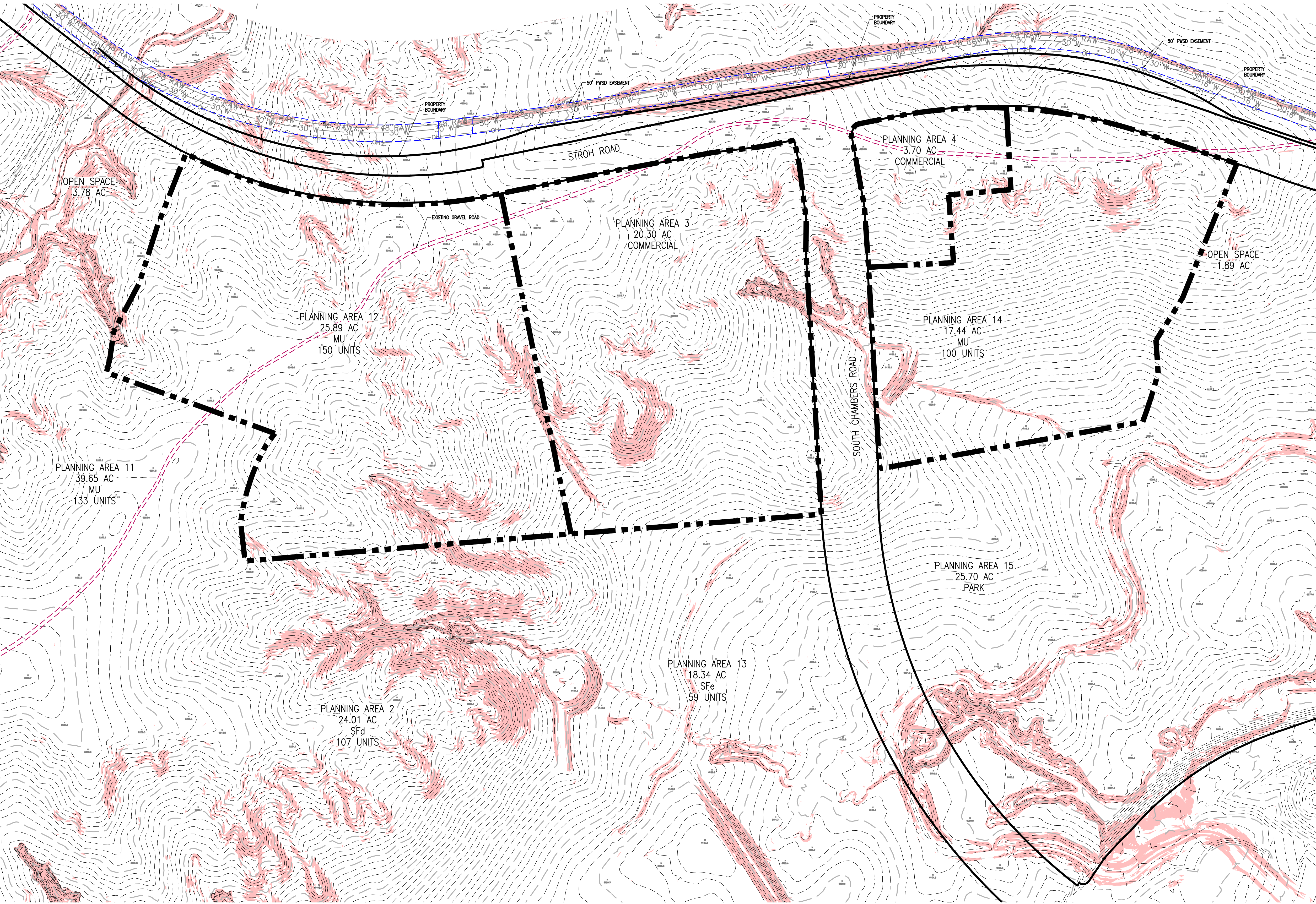
LEGEND

- EXISTING SLOPES 5:1 (20%) OR STEEPER
- EXISTING 10 FOOT CONTOUR
- EXISTING 2 FOOT CONTOUR

Cover Sheet

HESS RANCH NORTH PARCEL

WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



LEGEND

- EXISTING SLOPES 5:1 (20%) OR STEEPER
- PLANNING AREA BOUNDARY
- EXISTING 10 FOOT CONTOUR
- EXISTING 2 FOOT CONTOUR
- EXISTING VEGETATION

NOTES

- ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS.
- NO PREBLES MEADOW JUMPING MOUSE PRESENT IN THIS AREA.
- LAND PLANS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE WITH FINAL PLANNING.

Task 1:

Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1" = 100' illustrating the planning area limits for Planning Areas 3, 4, 12 and 14, existing topography, existing utility easements, natural features including steep slopes and 100-year floodplain, as well as adjacent planning areas.

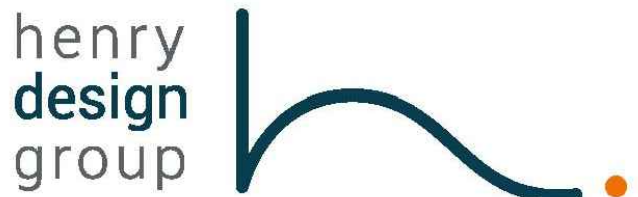
Planning Areas 3, 4, 12 and 14 are void of significant natural features. The existing ground is generally composed of slopes less than 20%. Slopes 20% or greater have been identified. These slopes will not limit development, however, and will be graded with the future development of each parcel. 100-year floodplains do not exist in this area and it has not been identified as Prebles Meadow Jumping Mouse habitat.

A Parker Water and Sanitation District easement parallels the property boundary but is not contained within the Planning Areas.

The site is suitable for developing with the intended uses.

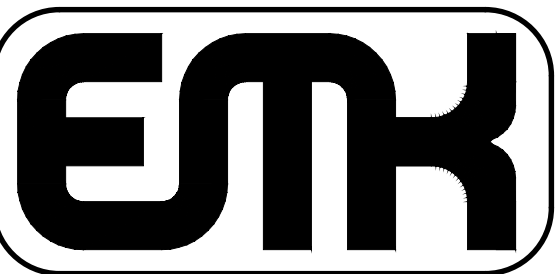


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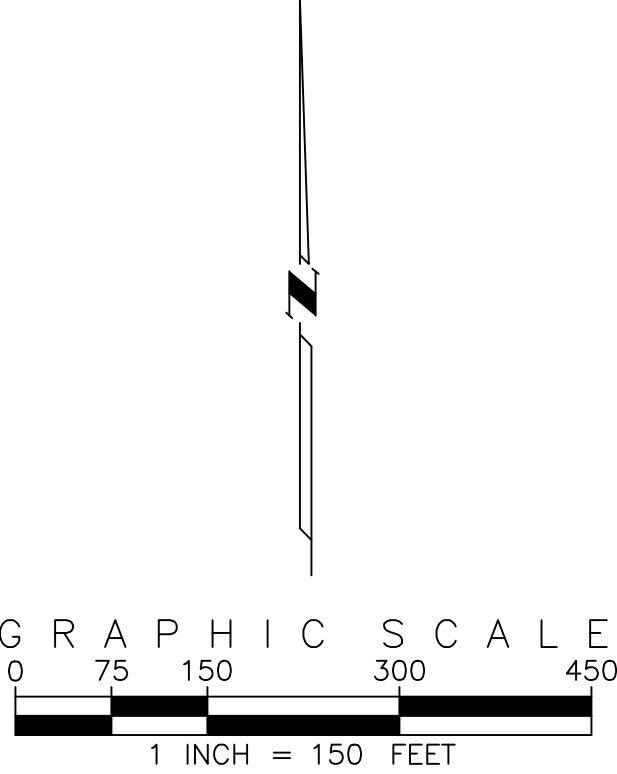
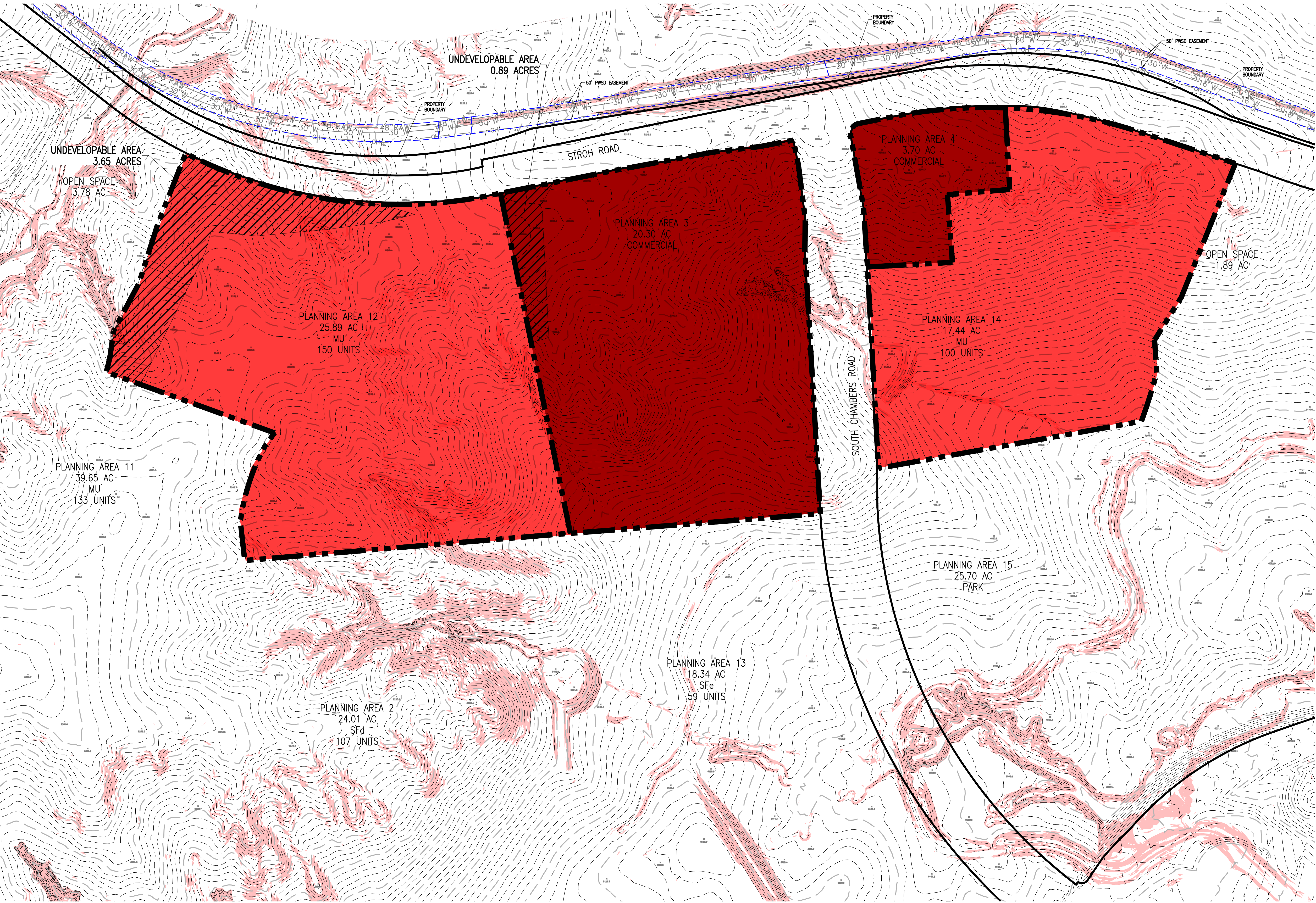
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WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



LEGEND

- EXISTING SLOPES 5:1 (20%) OR STEEPER
- PLANNING AREA BOUNDARY
- EXISTING 10 FOOT CONTOUR
- EXISTING 2 FOOT CONTOUR
- EXISTING VEGETATION
- UNDEVELOPABLE AREA

NOTES

- ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS.
- ALL AREAS WITHIN PLANNING AREAS 3, 4, 12 AND 14 ARE DEVELOPABLE
- LAND PLANS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE WITH FINAL PLANNING.

Task 2:
Prepare and submit a development envelope map consistent with Section 13.07.060(f)(10) of the Code illustrating the future upland developable area(s) for Planning Areas 3, 4, 12 and 14 located outside of areas unsuitable for development, such as 100-year floodplain, steep slopes and utility corridors/easements.

Planning Areas 3, 4, 12 and 14 total 67.33 acres. These areas are not impacted by the 100-year floodplain or existing utility corridors/easements. Steep slopes do not limit development and will be graded as part of future development. Detention is provided in areas located outside of Planning Areas 3, 4, 12 and 14.

PLANNING AREAS 3, 4, 12 & 14 DEVELOPABLE AREA					
	PA 3	PA 4	PA 12	PA 14	TOTAL
GROSS TOTAL ACREAGE	20.30	3.70	25.89	17.44	67.33
UNDEVELOPABLE AREA					
GRADING BUFFER ZONE	0.89	0.00	3.65	0.00	4.54
TOTAL DEVELOPABLE ACREAGE	19.41	3.70	22.24	17.44	62.79
REQUIRED COMMERCIAL AREA (% DEVELOPABLE AREA)	20.93				
PROPOSED DEVELOPED COMMERCIAL AREA	23.11				



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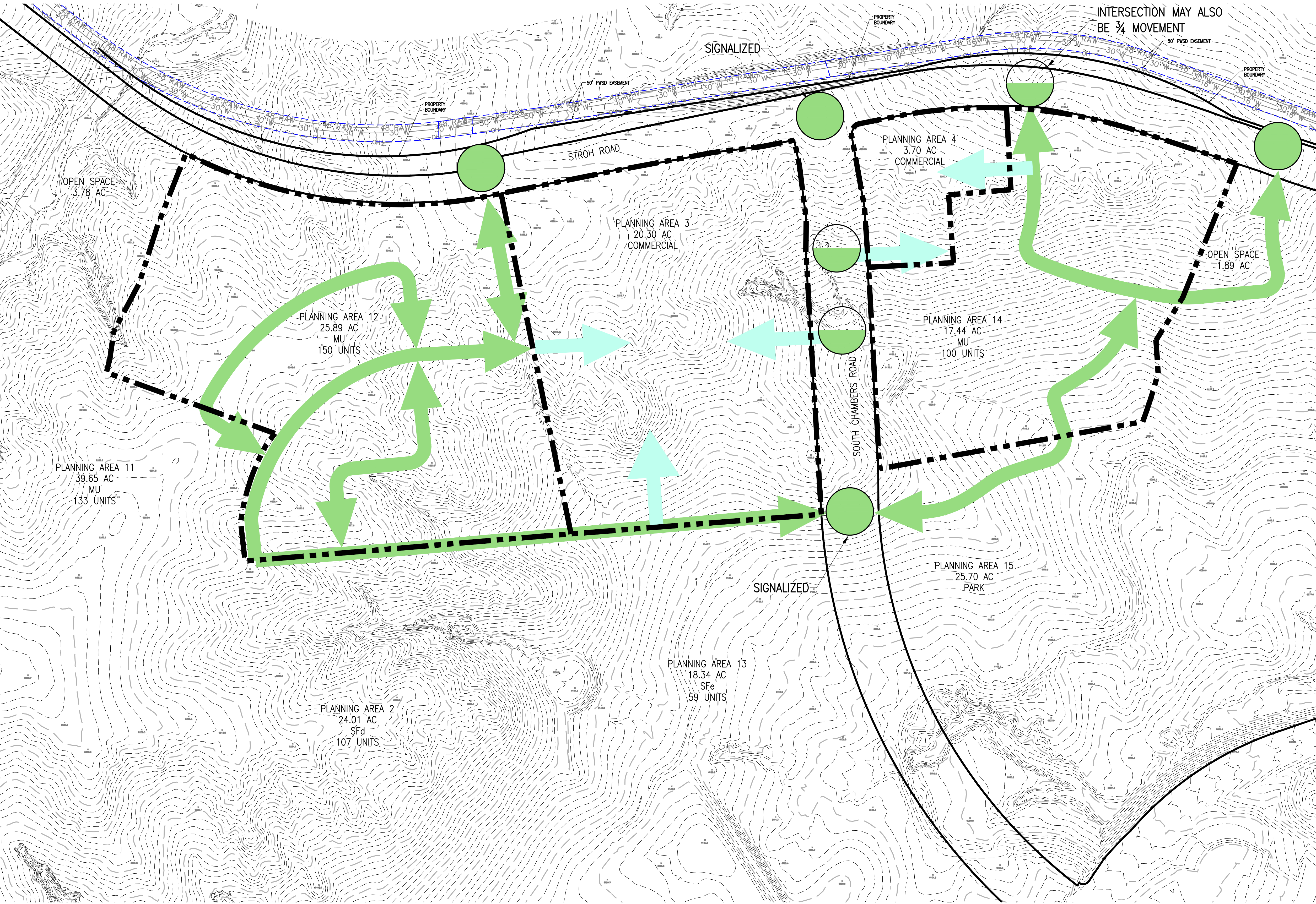
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EXHIBIT 8



LEGEND

	PLANNING AREA BOUNDARY
	EXISTING 10 FOOT CONTOUR
	EXISTING 2 FOOT CONTOUR
	1/2 MOVEMENT
	3/4 MOVEMENT
	FULL MOVEMENT
	ROADWAY ACCESS
	COMMERCIAL ACCESS

NOTES

- ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS.
- LAND PLANS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE WITH FINAL PLANNING.

Task 3:

Prepare and submit an access map addressing the Town's Roadway Design and Construction Criteria Manual for Planning Areas 3, 4, 12 and 14 showing limits of access upon all roadway frontages and feasible public access points for the MU Mixed-Use Planning Areas.

From the intersection of Stroth Rd. and South Chambers Rd, which is full-movement and signalized, the following intersections serve Planning Areas 3,4,12 and 14:

- A full-movement intersection 1050' west on Stroth Rd. serving PA 12 and 3.
- A 1/2-movement intersection 650' east on Stroth Rd. serving PA 14 and 4 and a full-movement 1425' east on Stroth Rd. serving PA 14.
- A 1/2-movement intersection 500' south on South Chambers Rd serving PA 14, a 1/2-movement drive access 650' south on South Chambers Rd serving PA 3, and a full-movement signalized intersection 1200' south on South Chambers Rd serving PA 3 and 12.

Conceptual roadways to these access points are presented for connectivity.

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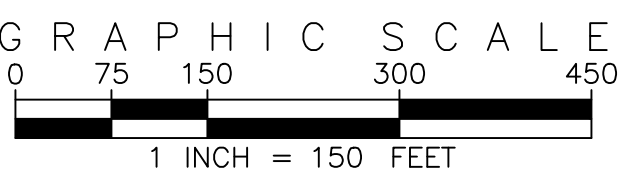
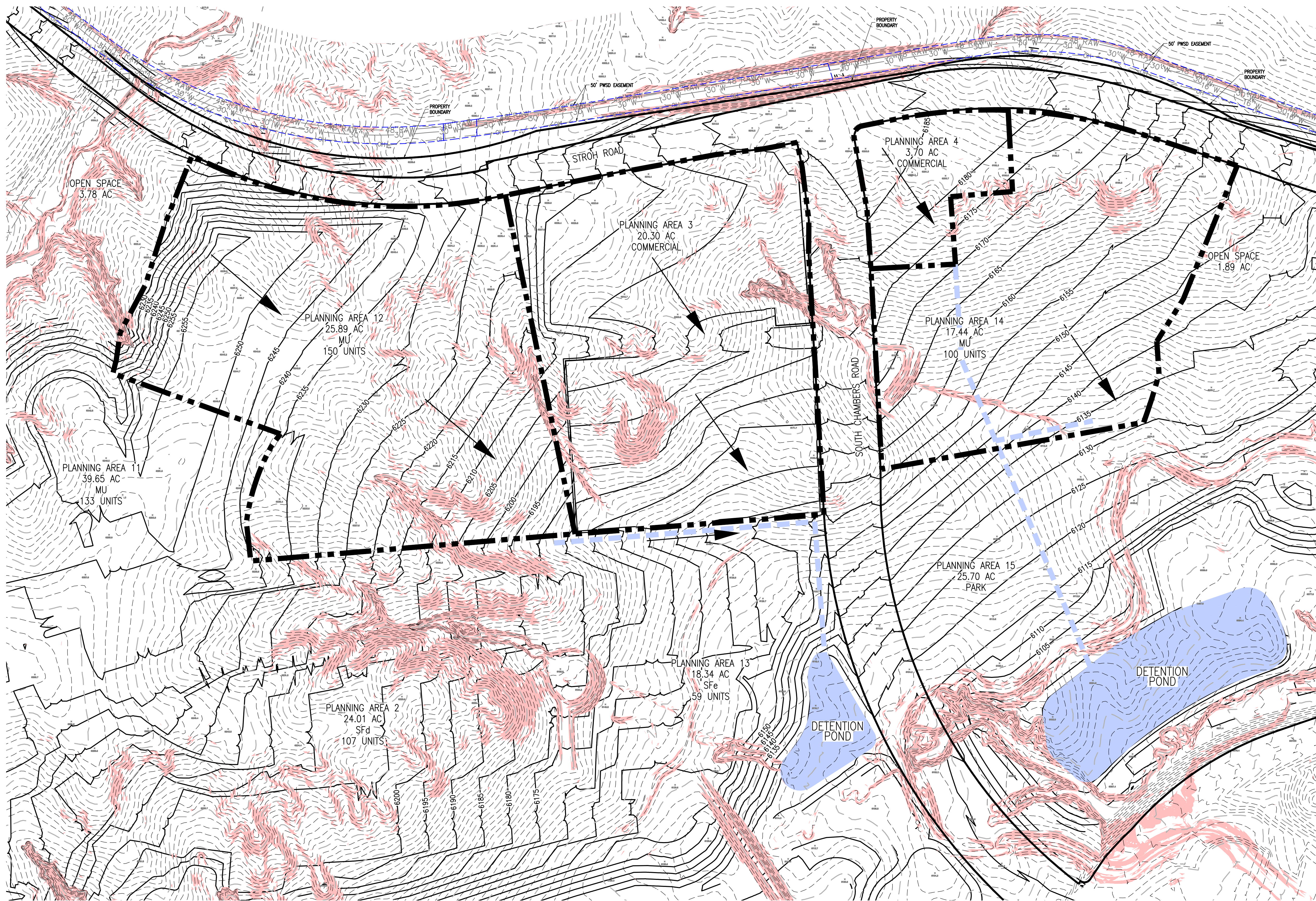
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TASK 3

HESS RANCH NORTH PARCEL

WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



LEGEND

- PLANNING AREA BOUNDARY
- PROPOSED 10 FOOT CONTOUR
- PROPOSED 2 FOOT CONTOUR
- EXISTING 10 FOOT CONTOUR
- EXISTING 2 FOOT CONTOUR
- STORM SEWER PIPE
- FLOW DIRECTION
- DETENTION PONDS

NOTES

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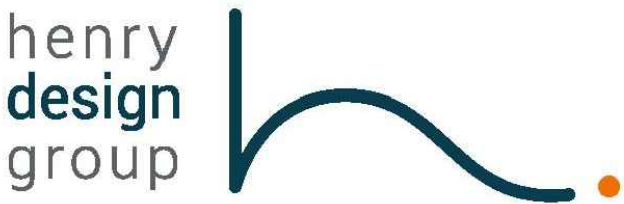
Task 4:

Prepare and submit a conceptual drainage/stormwater map consistent with Town's Storm Drainage and Environmental Criteria Manual that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Areas 3, 4, 12 and 14. Identify the projected location and extent of future site-generated drainage necessary to accommodate future development base upon known site characteristics, such as grading, topography and soil conditions for the MU Mixed-Use Planning Areas.

A conceptual stormwater collection network is presented along with the proposed detention pond locations serving PA 3, 4, 12 and 14. There are no planned on-site detention facilities. Detention facilities discharge to existing Brandy Gulch, following the historic drainage pattern.



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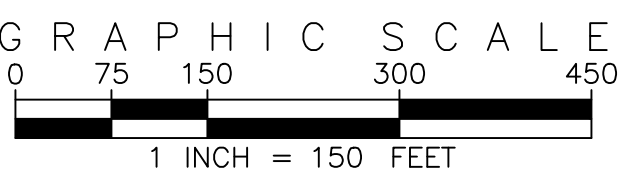
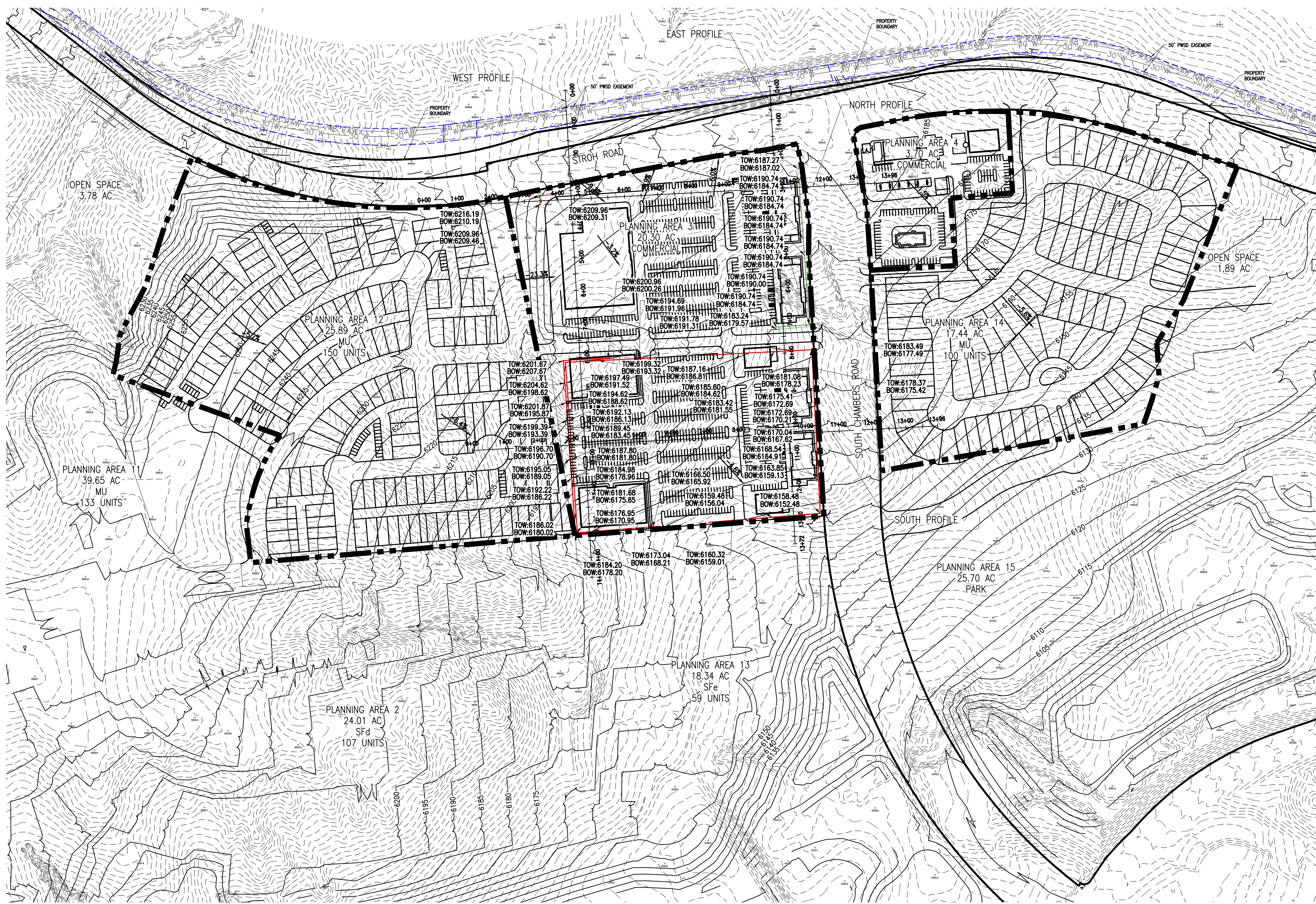
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WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



LEGEND

- PLANNING AREA BOUNDARY
- PROPOSED WALLS
- PROPOSED 10 FOOT CONTOUR
- PROPOSED 2 FOOT CONTOUR
- EXISTING 10 FOOT CONTOUR
- EXISTING 2 FOOT CONTOUR

NOTES

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Task 5:
Prepare and submit a conceptual overlot grading map consistent with the Town's Storm Drainage and Environmental Criteria Manual and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Areas 3, 4, 12 and 14 necessary to support development, including contours, slopes and direction of stormwater flow.

Conceptual grading with 5' contours is presented. Several walls may be necessary and have been identified. Walls will be minimized with a formal land plan. Sections have been provided showing wall elevations and details.
Note: Site plan shown is conceptual. Any walls required will meet Town of Parker Municipal Code 13.10.100



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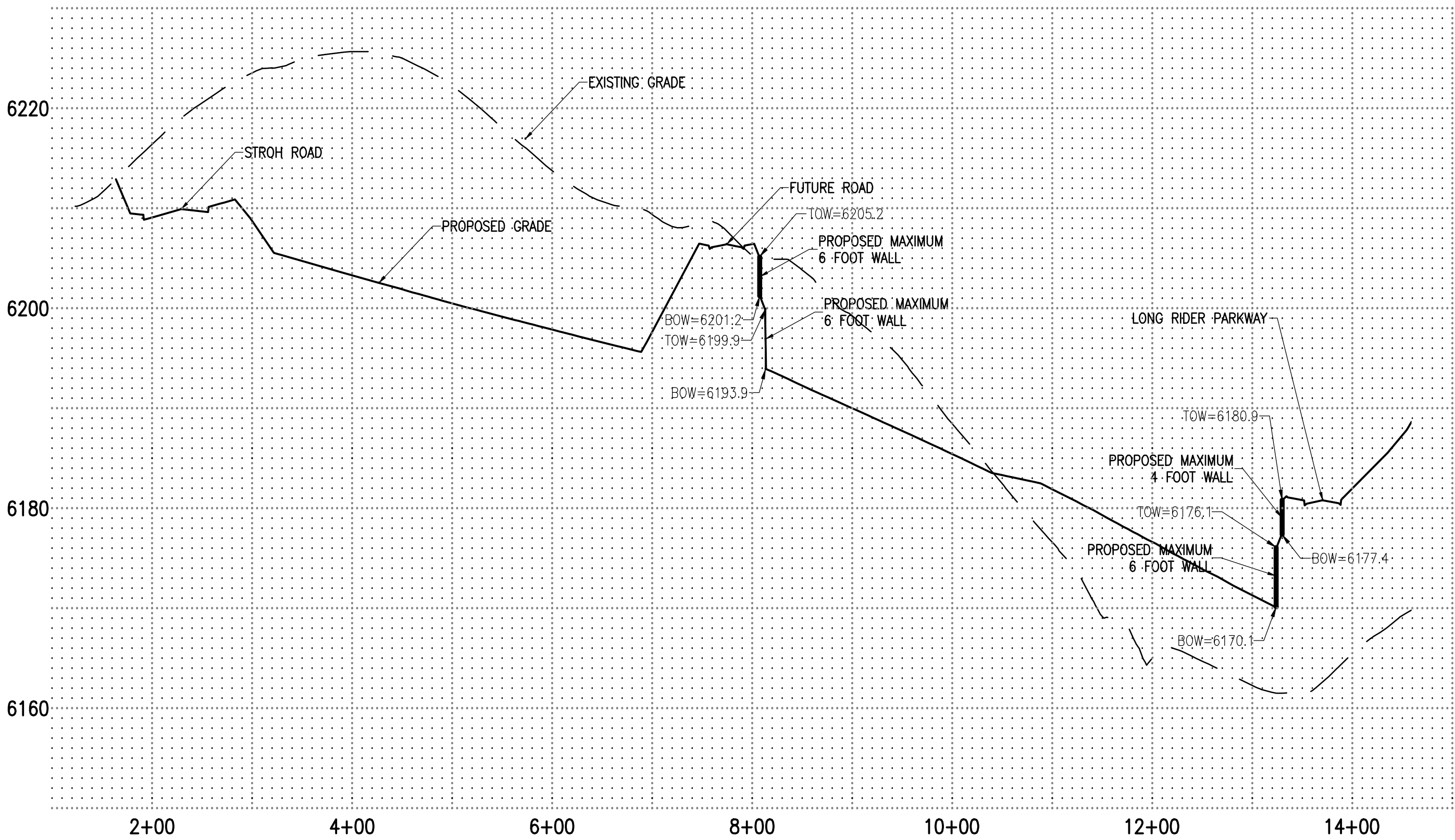


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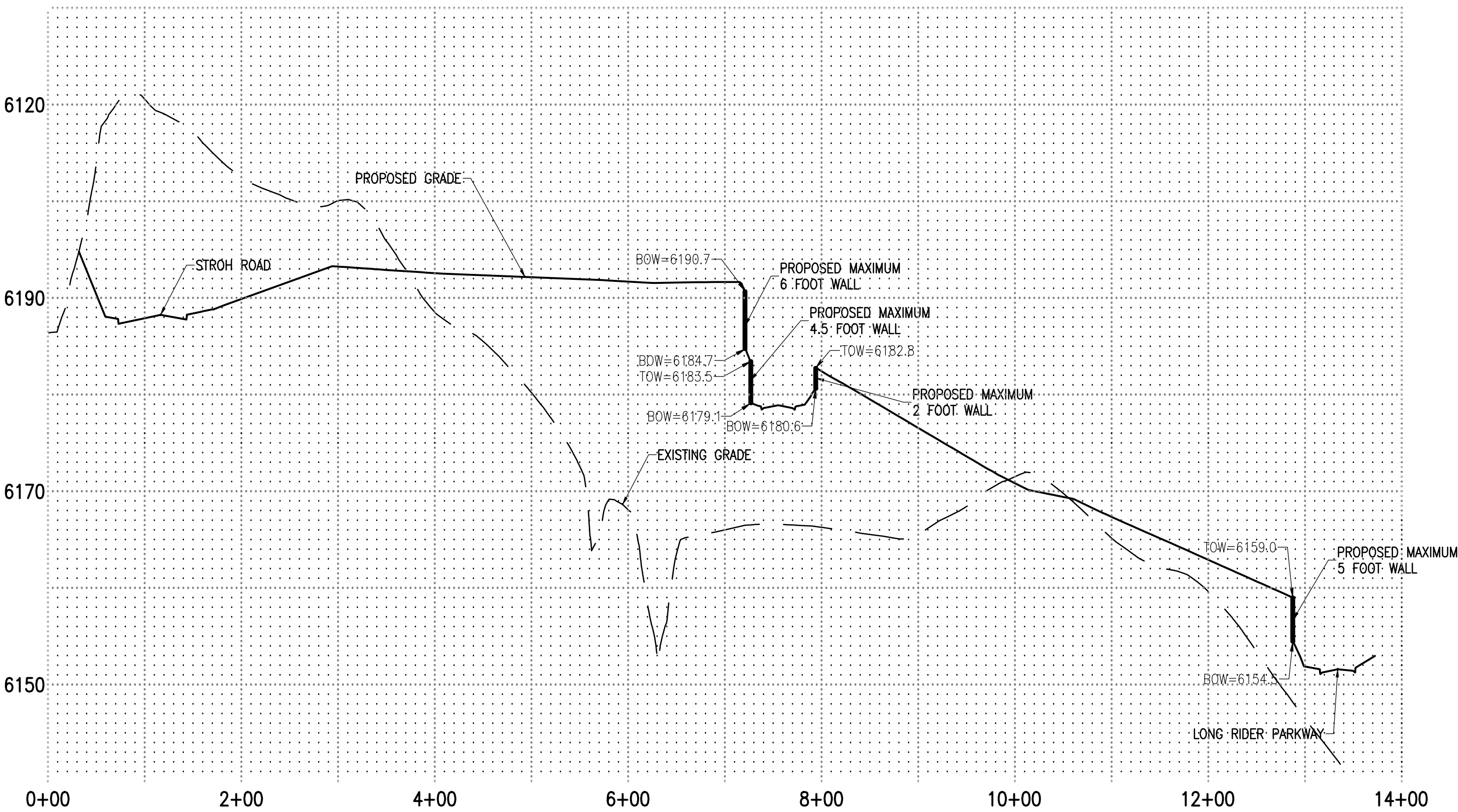
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EXHIBIT 8

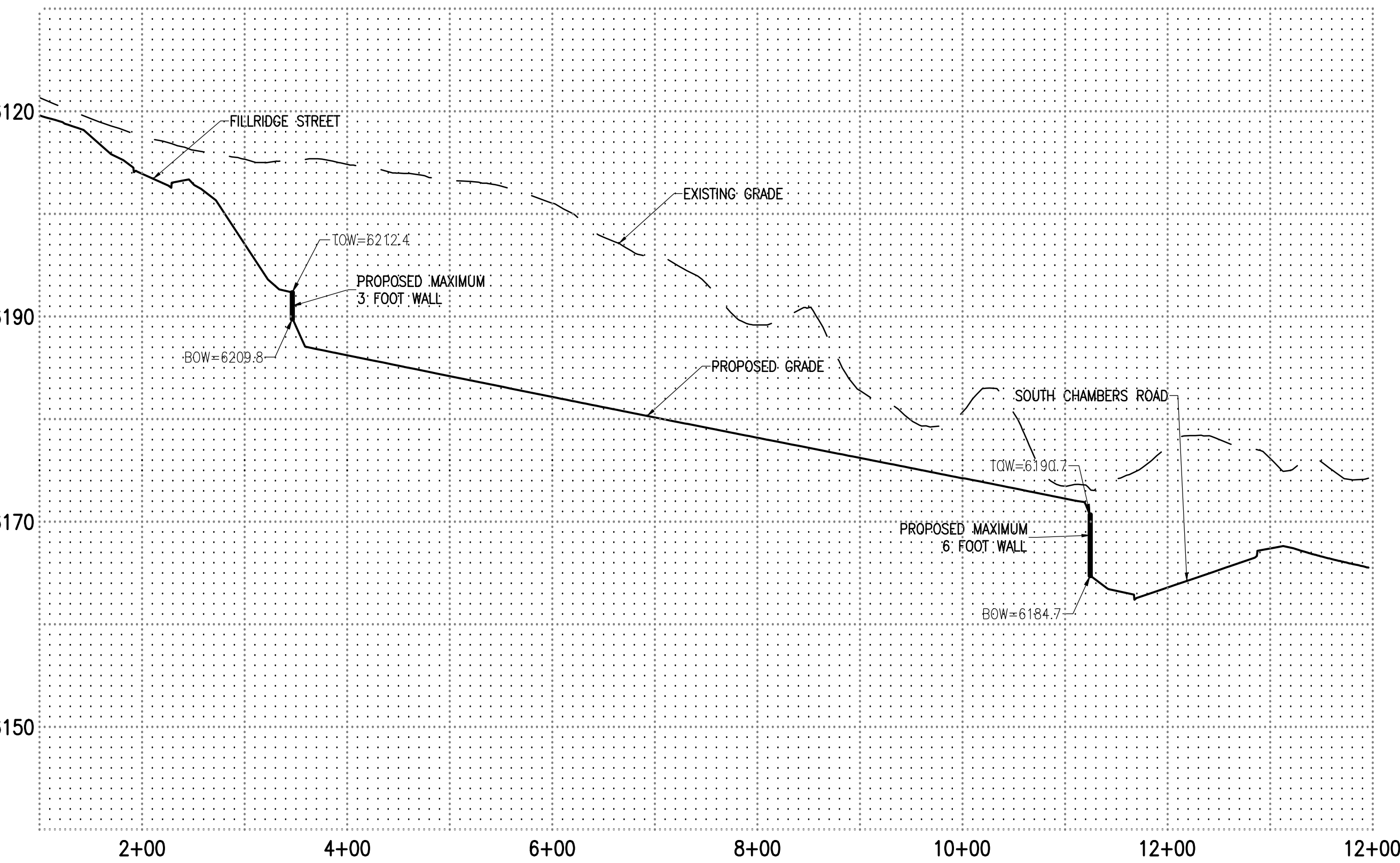
WEST PROFILE



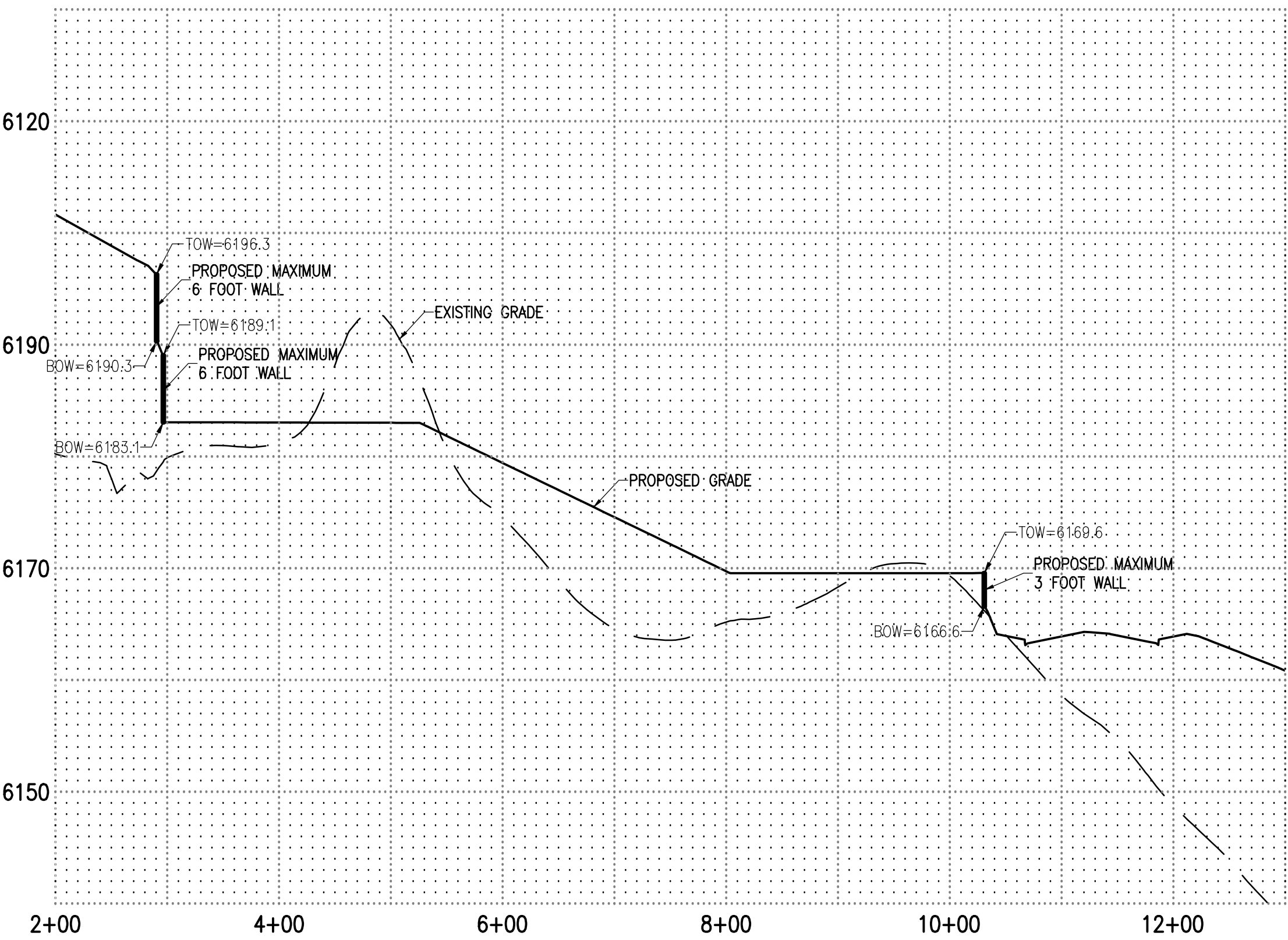
EAST PROFILE



NORTH PROFILE



SOUTH PROFILE



Retaining walls. Use of retaining walls is encouraged to reduce the steepness of man-made slopes and to provide planting pockets conducive to revegetation.

1. Retaining walls may be permitted to support steep slopes but shall not exceed four (4) feet in height from the finished grade, except for:

- a) A structure's foundation wall, or
- b) As necessary to construct a driveway from the street to a garage or parking area, or
- c) As otherwise expressly allowed by this Section.

2. In no case shall a retaining wall exceed six (6) feet in height. Retaining walls greater than four (4) feet in height shall be supported by appropriate engineering and reviewed and approved by the Town before construction.

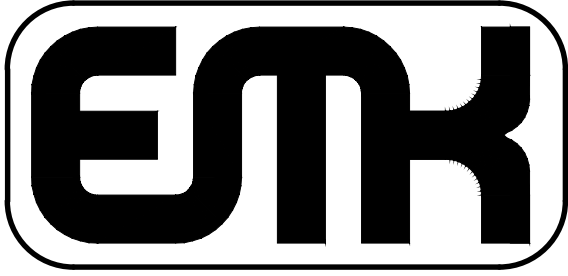


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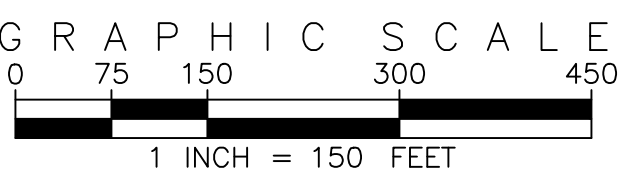
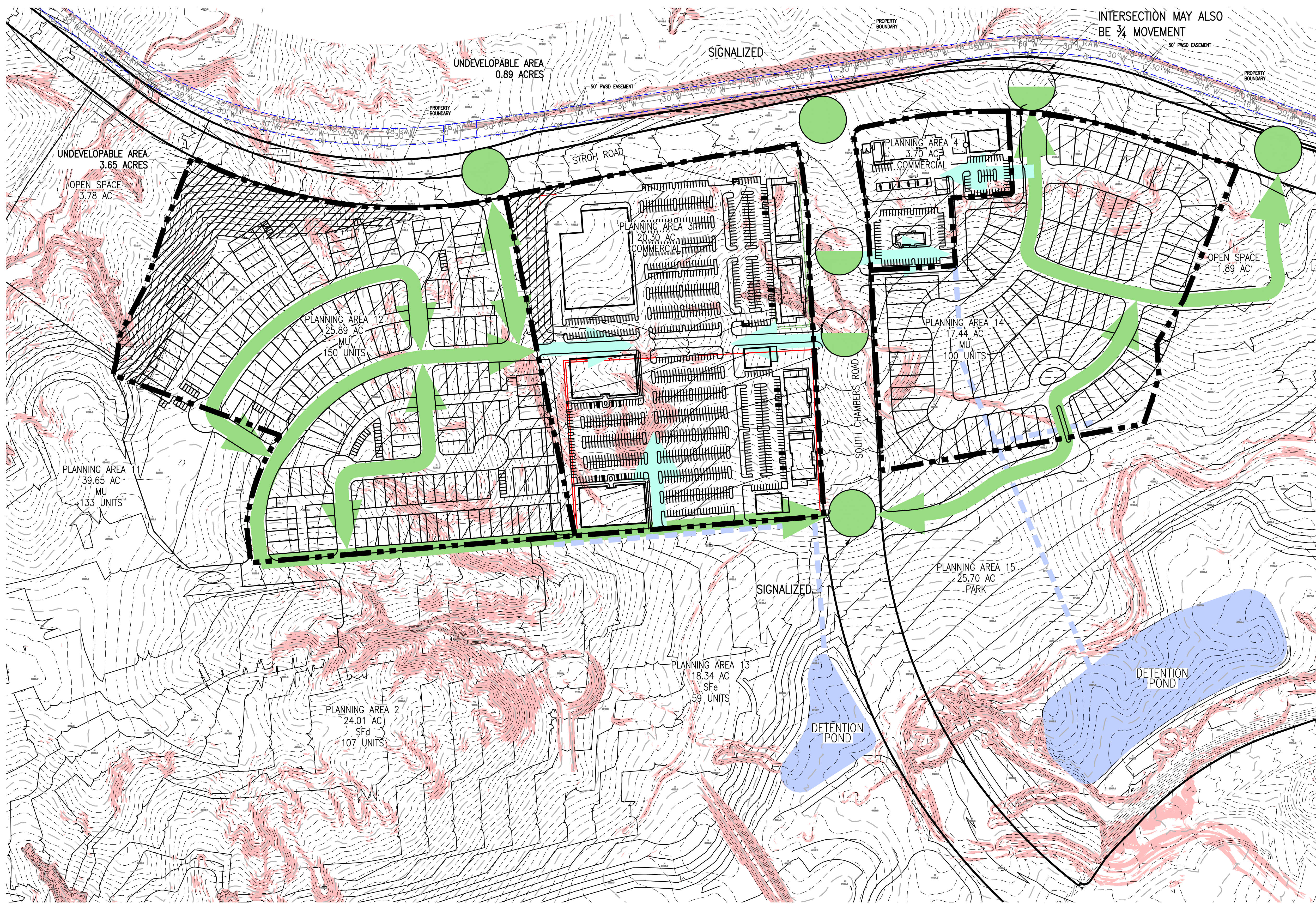
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SCALE
1"=100'
HORIZONTAL 1"=10'
VERTICAL

TASK 5
PROFILES

HESS RANCH NORTH PARCEL

WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



- LEGEND**
- EXISTING SLOPES 5:1 (20%) OR STEEPER
 - PLANNING AREA BOUNDARY
 - PROPOSED WALLS
 - PROPOSED 10 FOOT CONTOUR
 - PROPOSED 2 FOOT CONTOUR
 - EXISTING 10 FOOT CONTOUR
 - EXISTING 2 FOOT CONTOUR

- NOTES**
- ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS.
 - LAND PLANS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE WITH FINAL PLANNING.

Task 6:
The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/stormwater limits and overlot grading for Planning Areas 3, 4, 12 and 14. The Concept Plan shall serve as the basis for evaluation of the appropriate location and extent of the required Commercial Area upon a minimum one-third (1/3) of the developable land within the MU Mixed-Use Planning Areas.

The conceptual elements have been combined to reflect how commercial will function in these Planning Areas. Commercial development is most feasible in Planning Areas 3 and 4 due to the ease of access, proximity to major roadways, site visibility and a viable grading plan. Planning Areas 12 and 14 are designated as the Mixed-Use Areas.

PLANNING AREAS 3, 4, 12 & 14 DEVELOPABLE AREA					
	PA 3	PA 4	PA 12	PA 14	TOTAL
GROSS TOTAL ACREAGE	20.30	3.70	25.89	17.44	67.33
UNDEVELOPABLE AREA					
GRADING BUFFER ZONE	0.89	0.00	3.65	0.00	4.54
TOTAL DEVELOPABLE ACREAGE					
	19.41	3.70	22.24	17.44	62.79
REQUIRED COMMERCIAL AREA (1/3 DEVELOPABLE AREA)	20.93				
PROPOSED DEVELOPED COMMERCIAL AREA	23.11				



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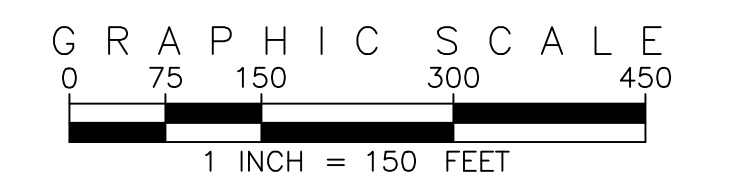
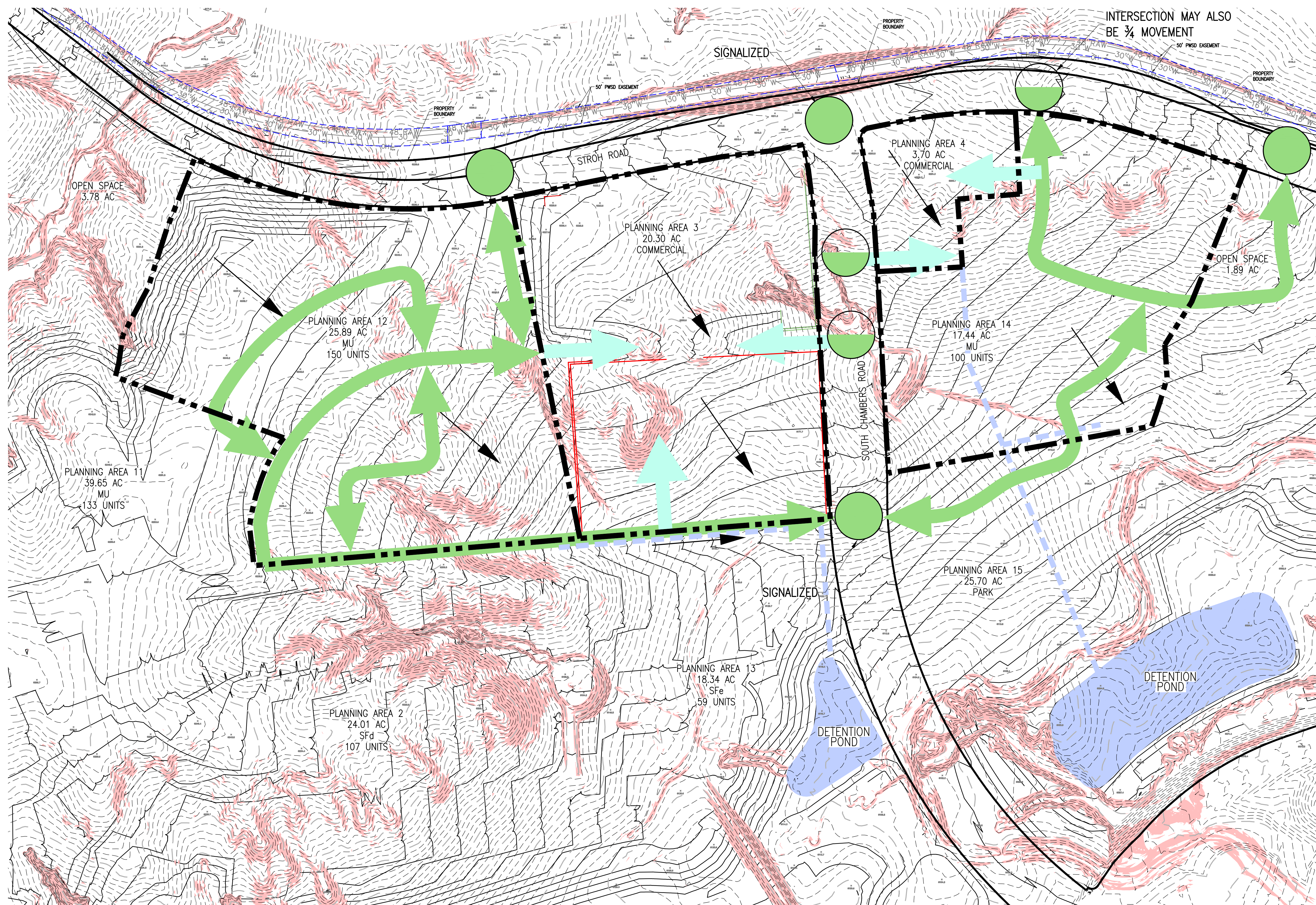


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TASK 6

HESS RANCH NORTH PARCEL

WAIVER RESOLUTION NO. 19-028 SERIES OF 2019
EXHIBIT 8



LEGEND

	EXISTING SLOPES 5:1 (20%) OR STEEPER
	PLANNING AREA BOUNDARY
	PROPOSED WALLS
	PROPOSED 10 FOOT CONTOUR
	PROPOSED 2 FOOT CONTOUR
	EXISTING 10 FOOT CONTOUR
	EXISTING 2 FOOT CONTOUR

NOTES

- ALL FUTURE DEVELOPMENTS WILL NEED TO MEET ALL TOWN REQUIREMENTS, INCLUDING THE TOWN'S DESIGN STANDARDS.
- LAND PLANS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE WITH FINAL PLANNING.

Task 7:

PDivide Planning Areas 3, 4, 12 and 14 into two subareas each: one for the required commercial use upon a minimum one-third (1\3) of the developable land and the other for the remainder which shall retain the existing mixed-use zone designation. In the alternative, the applicant may elect to satisfy the requirement to zone a minimum of one-third (1\3) of total developable land of Planning Areas 3, 4, 12 and 14 by allocating the commercial zoning across no less than two (2) MU Mixed-Use Planning Areas; each of which shall be divided as described herein.

Planning Areas 3, 4, 12 and 14 contain 62.79 acres of Developable Area with one-third or 20.93 acres required to be commercial. Planning Areas 3 and 4 have been designated the commercial areas and contain 23.11 acres which exceeds the requirement.



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TASK 7

Hess Ranch North Parcel

Waiver Resolution No. 19-028, Series of 2019

Exhibit 8

I. **Uses Permitted by Right – Mixed Use Planning Areas 12, 14, 35, 36, 43 and 44**

- a. Retail
- (1) Grocery store
- (2) Convenience retail shopping facilities, including but not limited to:
- a. drug stores
- b. liquor stores
- c. convenience grocery
- (3) Specialty retail including but not limited to:
- a. art gallery
- b. antiques
- c. artisan shops
- d. gift shop
- e. pet shops
- f. florists
- g. bookstore
- h. stationery stores
- i. retail food specialty shops which sell food products not intended to be consumed on the premises
- j. butcher shops
- k. candy stores
- l. bakeries
- m. doughnut shops
- n. dairy product shops
- o. toy and game stores
- p. battery and accessory stores
- q. bicycle stores
- r. music stores
- s. sporting goods store
- (4) Hardware and building material stores
- (5) General retail merchandise and apparel shops, including but not limited to:
- a. junior department stores
- b. craft and hobby stores
- c. discount department stores
- d. clothing stores
- e. shoe stores
- f. furniture stores
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store
- b. Development Sales and Marketing Center
- c. Eating and Drinking Establishments
- (1) restaurants
- (2) fast food, drive-through or carryout restaurants
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar, or microbrewery
- d. Personal Services
- (1) Convenience service establishments, including but not limited to:
- a. barber shops and beauty salons
- b. dry cleaners and laundries
- c. photo studio
- d. shoe repair shops
- e. watch or jewelry repair
- f. travel agency
- (2) day care centers
- (3) health clubs
- e. Entertainment-Indoors
- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers
- f. General Office and Professional Services
- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- g. Commercial Convenience Grocery
- (1) Convenience retail shopping facilities, including but not limited to: drug stores, liquor stores, florists, book and stationery stores, hardware

- stores, auto supply stores, record and tape stores, and retail food specialty shops which sell food products not intended to be consumed on the premises, such as (but not limited to) butcher shops, candy stores, bakeries, doughnut shops, dairy product shops, ice cream parlors, coffee shops and delicatessens.
- (2) Convenience service establishments, including but not limited to barber and beauty shops, cleaners, shoe repair shops, laundries, watch or jewelry repair, and travel service.
- (3) Low intensity specialty goods and service establishments, including but not limited to: art gallery, antiques, artisan shops, photo studio, gift shop, plant store or nursery, pet shops, furniture store, home furnishings, newspaper office, apparel, and appliances.
- (4) Conventional restaurants.
- (5) Fast food, drive-in or carryout restaurants.
- (6) Electronic funds transfer facilities.
- (7) Photo service facilities.
- (8) Medical and dental offices and clinics.
- (9) Business and professional offices.
- (10) Private recreational and park uses, country clubs, recreational facilities, including but not limited to open space, tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (11) Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums, except for PA, 12, 14, 35, 36, 43 and 44 which are retail uses only.
- (12) Nursery schools and day/childcare centers.
- (13) Retail food and food service establishments, including but not limited to groceries and supermarkets, and cafeterias.
- (14) General retail merchandise and apparel shops, including but not limited to: junior department stores; variety stores; discount department stores; clothing stores; accessory and specialty stores; shoe stores; furniers and fur stores; furniture stores; home furnishing stores; household appliance stores; floor covering, drapery and upholstery stores; and radio, television, stereo and video stores.
- (15) Personal service establishments.
- (16) General retail business establishments, including but not limited to card and gift stores; tobacco shops; cosmetic store; toy and game stores; automotive tire, battery and accessory stores, garden, plant, and floral shops; and bicycle stores.
- (17) Car care centers, gasoline service/stations, tire sales and service, car wash.
- (18) Commercial entertainment businesses, including but not limited to indoor movie theaters, performance arts, bowling alleys, skating rinks (both ice and roller), pool halls, and arcade amusement centers.
- (19) Banks, savings and loan and other financial service establishments.
- (20) Public utility administrative and business offices.
- (21) Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- (22) Motels, Hotels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building.
- (23) Transit facilities.
- (24) Universities, Colleges, or higher educational type uses.
- (25) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
- (26) Sales Center - conversion to a recreation facility adjacent to open space.
- h. Agricultural. Until such time that PA 44 develops commercially, or until such time that Planning Areas 3,4,12 and 14 develop, permitted uses include:
- (1) Farming, including plowing, tillage, cropping, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.

- (2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
- (3) Open space.
- (4) Selling agricultural products not requiring a state tax license.

i. Residential

- (1) Duplex, Triplex, and Fourplex Dwelling Units.
- (2) Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- (3) Condominiums
- (4) Independent and/or Assisted Living.
- (5) Group Homes
- (6) Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- (7) A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- (8) Attached or detached private garages (3 cars maximum).
- (9) Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- (10) Public Open Space.
- (11) Public and private schools and related administrative facilities for elementary and secondary education.
- (12) Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (13) Public parks, playgrounds, and other recreational areas.
- (14) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
- (15) All those uses permitted within the Parks, Open Space Land Use categories.

2. **Uses Permitted by Special Review (except Uses by Special Review shall be prohibited in PA-44)**

- a. Common recreation vehicle storage area.
- b. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- c. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- d. Child Care Centers.
- e. Small animal veterinary clinics with no outside facilities.

3. **Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170**

Shall also include utility facilities and well sites.

II. **Commercial Use Areas**

1. **Uses Permitted by Right in the Commercial Planning Areas 3 and 4**

Planning Director Determination for and Unlisted Use: If an unlisted use is proposed, the Planning Director shall determine the appropriate designation of a specific use type by considering potential impacts of the use including the nature and compatibility of the use and whether it includes dwellings, sales, processing, or storage and typical operations, employment characteristics, nuisances, and requirements for public services and utilities.

- a. **Public, Institutional, and Civic Uses**
- (1) Community and Cultural
- a. Community Facilities including Outdoor Recreational Facilities
- b. Commercial Day Care Facility
- c. Public Safety Facility
- d. Parks and Open Space
- (2) Educational Facilities
- (3) Healthcare Facilities
- Medical and Dental Clinics
- b. **Commercial Uses**
- (1) Veterinary Clinic and Hospital
- (2) Retail and Service Commercial
- c. **Recreation and Entertainment**
- (1) Indoor Recreational Facilities
- (2) Indoor Entertainment Facilities
- d. **Food and Beverage Services**
- (1) Bar and Lounge
- (2) Microbrewery, Cidery, Distillery or Winery
- (3) Restaurant with or without:
- a. Drive through facilities
- b. Liquor Sales
- c. Indoor and Outdoor Seating
- e. **Office, Business and Professional Services**
- (1) Administrative, Professional and Government Offices
- (2) Automated Teller Machines (Stand Alone or associated with a Financial Institution)
- (3) Financial Institution with or without Drive through Facilities
- (4) Research and Development
- (5) Development Sales and Marketing Center
- f. **Personal Services**
- (1) Self Service Laundry
- (2) Personal Instruction or Studio
- (3) Person Service, General
- (4) Health Clubs
- g. **Retail Sales**
- (1) Building Materials and Supplies including outdoor greenhouse sales (Outdoor display is limited to 25% of the gross floor area of the principal building)
- (2) General Retail (any size and product)
- (3) Outdoor Sales and display as an accessory use
- (4) Convenience Retail Shopping Facility
- (5) Temporary/Seasonal Outdoor Markets
- h. **Lodging Facilities**
- (1) Bed and Breakfast
- (2) Hotel/Motel
- i. **Transportation, Vehicles and Equipment**
- (1) Automotive Fuel Service and Sales with or without:
- i. Car wash
- ii. Convenience Retail
- iii. Parts and tire sales
- (2) Automotive repair (minor)
- (3) Standalone car wash
2. **Uses Permitted by Special Review**
- (1) Outdoor Recreational Facilities
- (2) Outdoor Entertainment Facilities
3. **Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170**
- Shall also include utility facilities and well sites.

PARKS, TRAILS AND OPEN SPACE-
MASTER PLAN

AMENDMENT NO. 1 TO SEGMENT 1
SEGMENT 2A AND 2B

OCTOBER 24, 2020



LOOKING GLASS
PARKER • CO



DEVELOPMENT TEAM



OWNER/DEVELOPER:
JEN COLORADO 18,LLC
FRONT RANGE COMMUNITIES, LLC
4100 E. Mississippi Ave
Suite 500
Denver, CO 80246

Contact: Matthew Osborn/ Lawrence Jacobson



PLANNING / LANDSCAPE ARCHITECTURE:
HENRY DESIGN GROUP, INC.
1501 Wazee Street,
Suite 1-C
Denver, CO 80202

Contact: Karen Henry



ENGINEERING CONSULTANT:
EMK CONSULTANTS, INC.
7008 S. Alton Way,
Building F
Centennial, CO 80112

Contact: Eric McDaniel



BRAND / DESIGN:
ART + BUSINESS ONE
209 Kalamath,
Unit 17-18
Denver, CO 80223
720.284.6824

Contact: Cindy Milnick



TABLE OF CONTENTS

I. OVERALL PD AMENDMENT II & III

- 4. Overall Hess Ranch PD Amendment II & III
- 5. Overall Hess Ranch PD Amendment II
- 6. Overall Hess Ranch PD Amendment III- 2a & 2b

II. PARKS AND OPEN SPACE

- 7. Looking Glass Segment 1, 2a & 2b Parks & Open Space
- 8. Looking Glass Segment 1 Parks and Open Space
- 9. Looking Glass Segment 2a Parks & Open Space
- 10. Looking Glass Segment 2a & 2b Parks & Open Space

III. TRAIL CONNECTIVITY PLAN

- 11. Looking Glass Segment 1, 2a & 2b Trails
- 12. Looking Glass Segment 1 Trails
- 13. Looking Glass Segment 2a Trails
- 14. Looking Glass Segment 2a & 2b Trails
- 15. Trail Connectivity at Hess Ranch Boundaries
- 16. Looking Glass Segment 1 Drainage Plan
- 17. Looking Glass Segment 2a & 2b Drainage Plan
- 18. Looking Glass Segment 1, 2a & 2b Park Accessibility Plan
- 19. Looking Glass Five Mile Loop Trail Exhibit

IV. PARK AMENITIES & ENLARGEMENTS

- 20. Looking Glass Segment 1, 2a & 2b Park Usage Analysis
- 21. Looking Glass Segment 1- Active Amenity Graphics
- 22. Looking Glass Segment 2a- Community Park Checklist
- 23. Looking Glass Segment 2b- Community Park Checklists
- 24. Looking Glass Segment 2a- Neighborhood Park Checklists

V. PARK AMENITIES & ENLARGEMENTS- SEGMENT 1

- 25. Filing 2 Park A Enlargement Plan
- 26. Filing 2 Park B Enlargement Plan
- 27. Filing 5 Park A Enlargement Plan
- 28. Filing 5 Park B Enlargement Plan
- 29. Filing 6 Park Enlargement Plan
- 30. Filing 7 Park Enlargement Plan

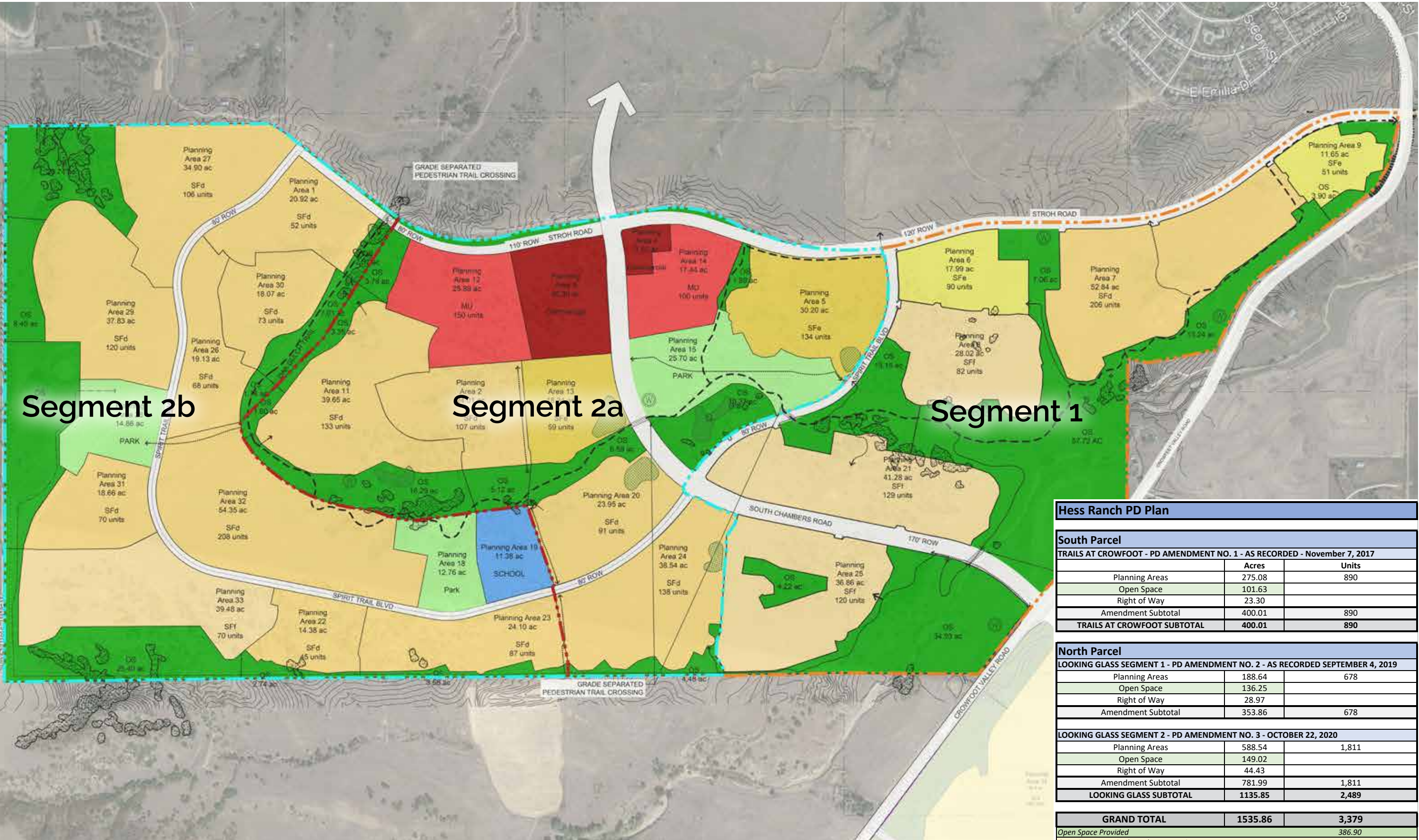
VI. PARK AMENITIES & ENLARGEMENTS- SEGMENT 2a

- 31. PA 15 Community Park Concept Plan
- 32. Filing 16 Park Concept Plan
- 33. Filing 13 Park Enlargement Plan
- 34. Filing 15 Park Enlargement Plan

V. PARK LOCATIONS AND SITE ANALYSIS- SEGMENT 2b

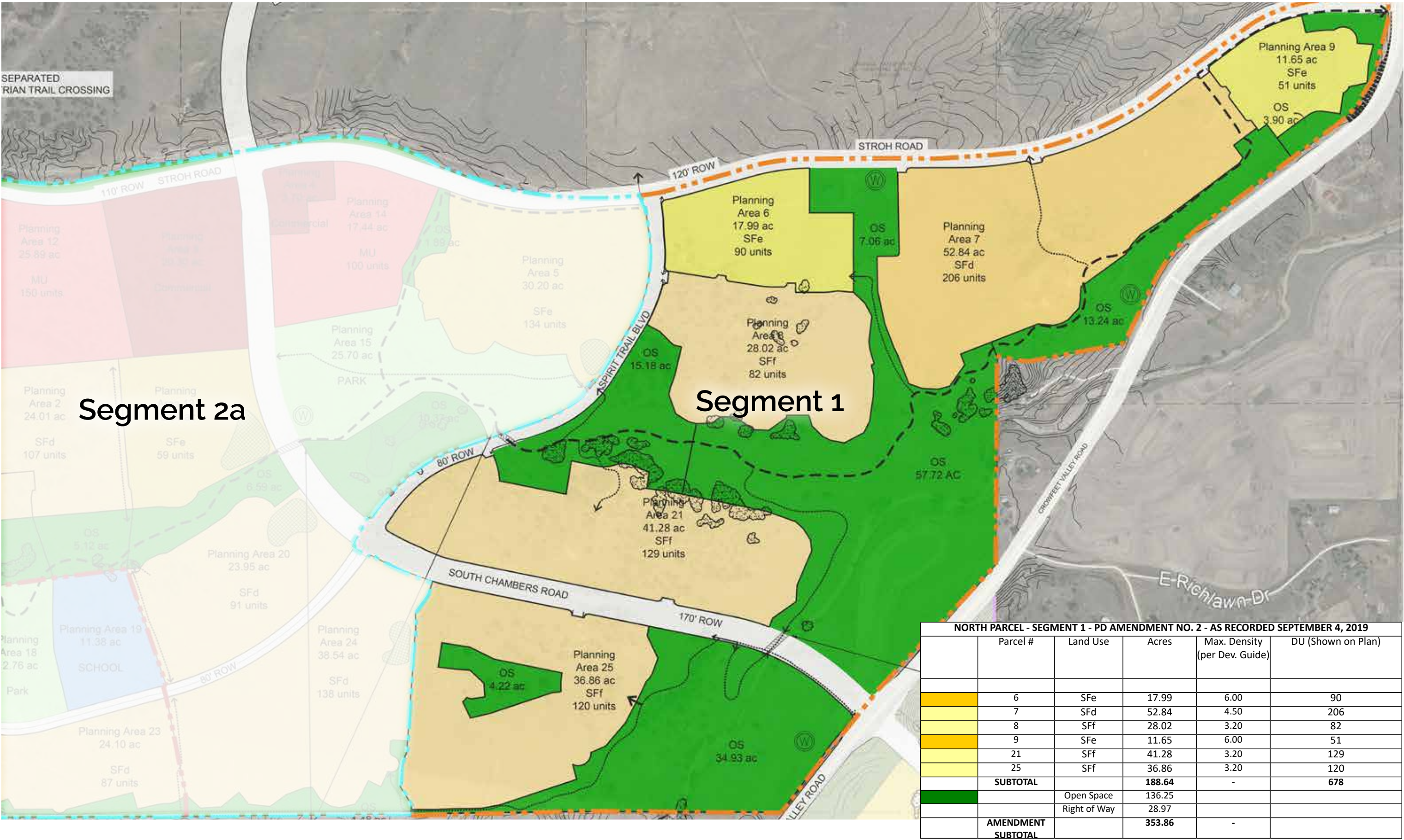
- 35. Five Mile Loop Trail Exhibit
- 36. PA 28 Community Park Site Analysis
- 37. PA 18 Community Park Site Analysis
- 38. Conclusion

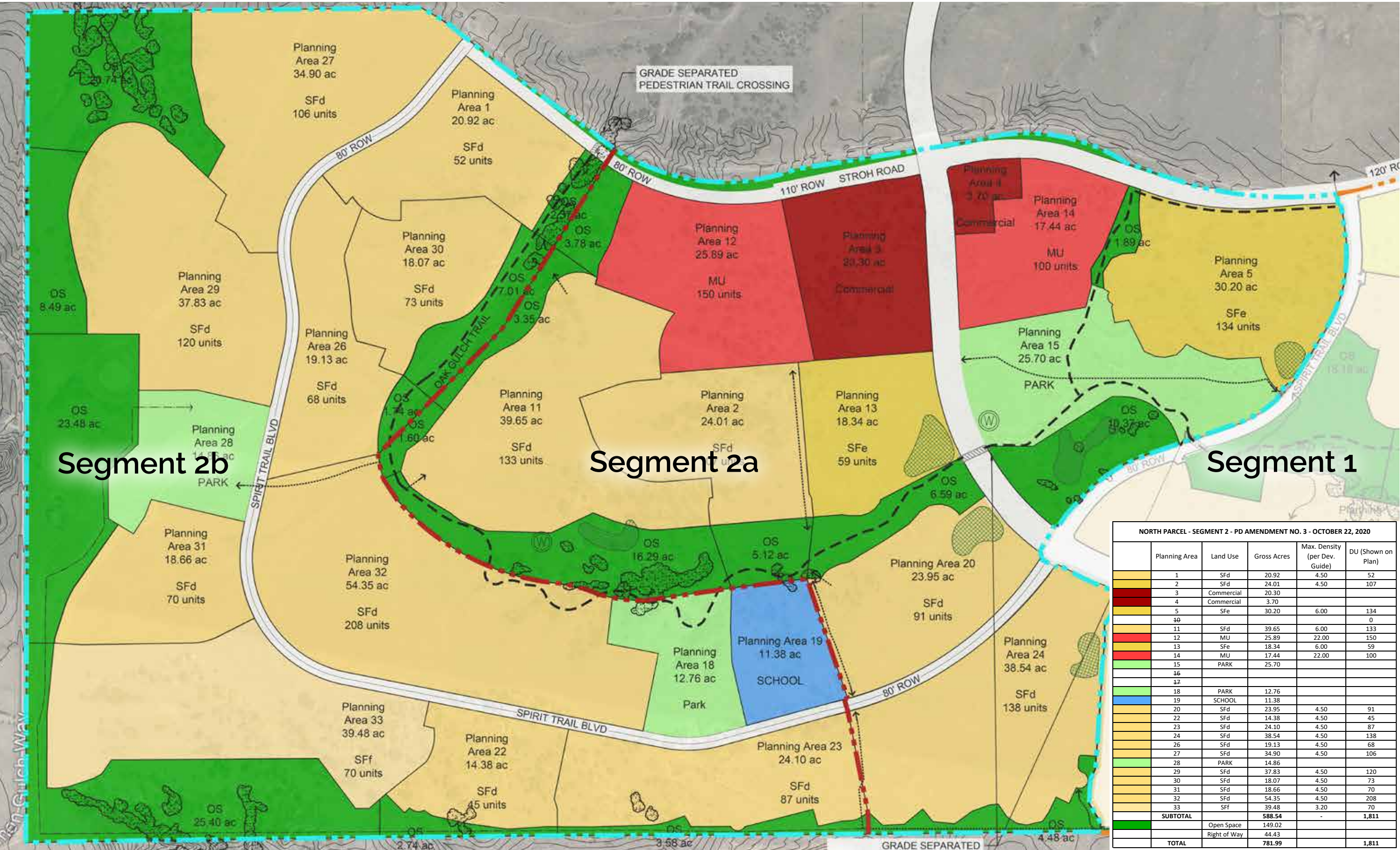


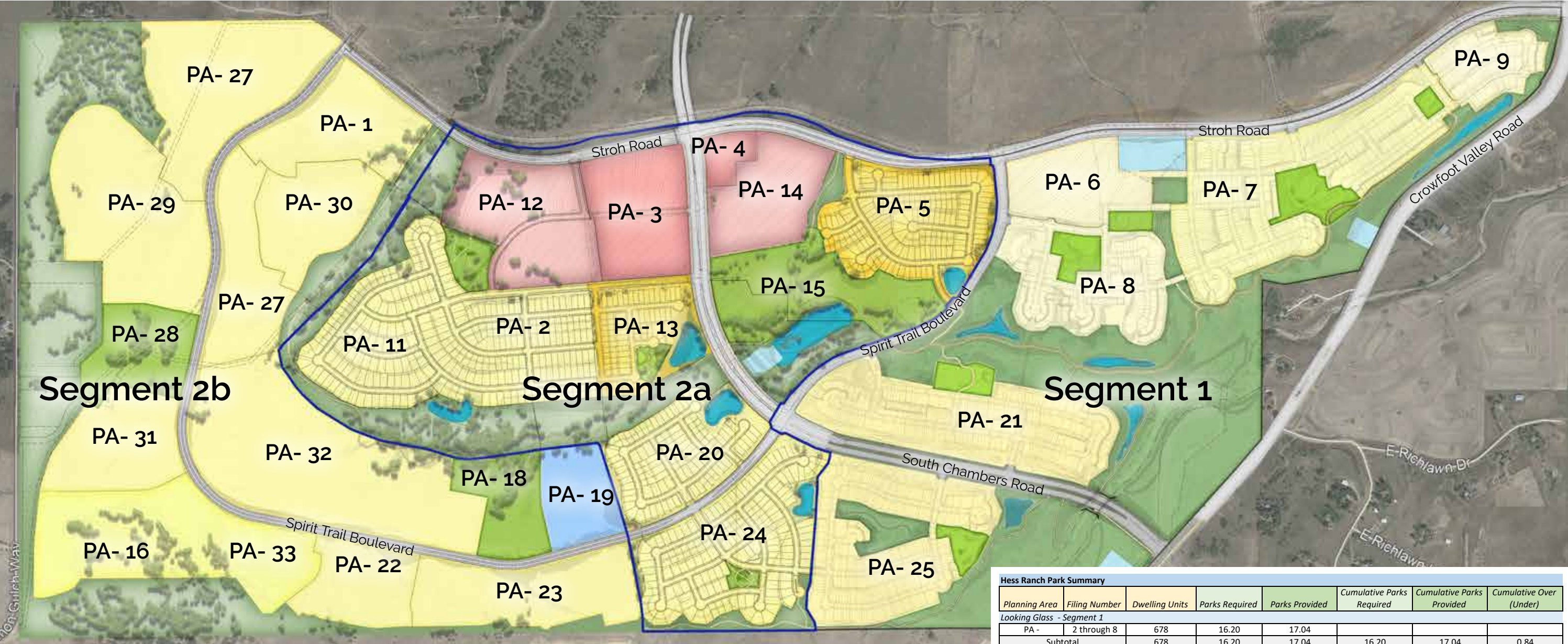


Hess Ranch PD Plan		
South Parcel		
TRAILS AT CROWFOOT - PD AMENDMENT NO. 1 - AS RECORDED - November 7, 2017		
	Acres	Units
Planning Areas	275.08	890
Open Space	101.63	
Right of Way	23.30	
Amendment Subtotal	400.01	890
TRAILS AT CROWFOOT SUBTOTAL	400.01	890
North Parcel		
LOOKING GLASS SEGMENT 1 - PD AMENDMENT NO. 2 - AS RECORDED SEPTEMBER 4, 2019		
Planning Areas	188.64	678
Open Space	136.25	
Right of Way	28.97	
Amendment Subtotal	353.86	678
LOOKING GLASS SEGMENT 2 - PD AMENDMENT NO. 3 - OCTOBER 22, 2020		
Planning Areas	588.54	1,811
Open Space	149.02	
Right of Way	44.43	
Amendment Subtotal	781.99	1,811
LOOKING GLASS SUBTOTAL	1135.85	2,489
GRAND TOTAL	1535.86	3,379
Open Space Provided		386.90
Open Space Required per the Annexation Agreement		384.4









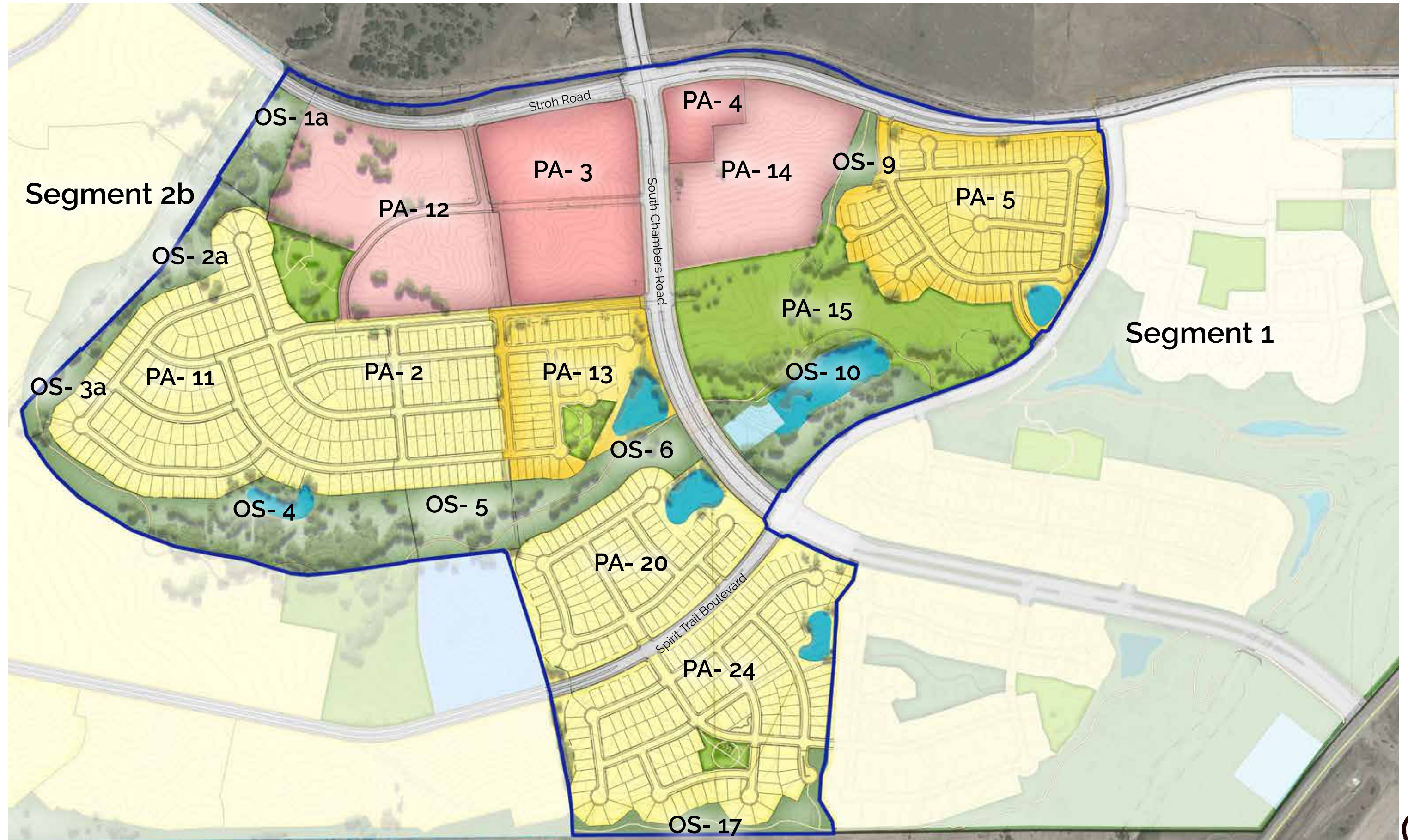
Hess Ranch	Parks Required	Parks Provided	Open Spaces Provided	Percent OS of Gross Acres	Dwelling Units	Gross Acres
Trails at Crowfoot						
PD Amendment 1 (Trails)	21.27	23.45	101.63	25%	890	400.1
Looking Glass						
PD Amendment 2 (Segment 1)	16.20	17.04	136.25	39%	678	353.86
PD Amendment 3 (Segment 2a)	21.80	32.06	53.47	16%	912	342.86
Subtotal	38.00	49.10	189.72	27%	1590	696.72
PD Amendment 3 (Segment 2b)	21.49	27.62	95.55	22%	899	439.13
Total	59.49	76.72	285.27	25%	2489	1135.85
Grand Total						
Grand Total	80.76	100.17	386.90	25%	3379	1535.95
Required per Annexation Agreement	67.28		384.4		3379 units allowed	

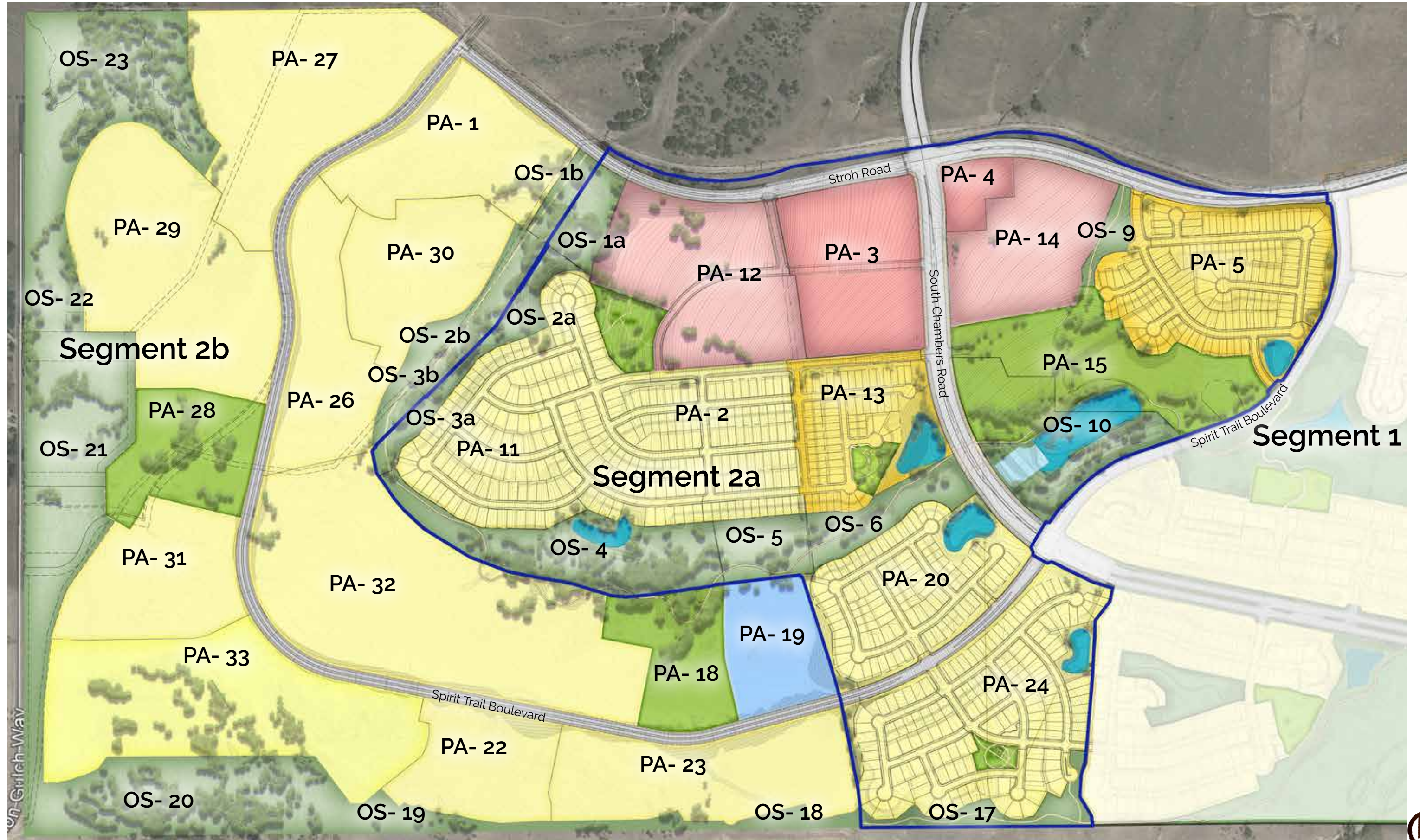
Hess Ranch Park Summary							
Planning Area	Filing Number	Dwelling Units	Parks Required	Parks Provided	Cumulative Parks Required	Cumulative Parks Provided	Cumulative Over (Under)
Looking Glass - Segment 1							
PA - 2 through 8		678	16.20	17.04			
Subtotal		678	16.20	17.04	16.20	17.04	0.84
Looking Glass - Segment 2a							
PA - 15		0	0.00	25.7	16.20	42.74	26.54
PA - 2		107	2.56	3.81	18.76	46.55	27.79
PA - 5		134	3.20		21.96	46.55	24.59
PA - 24		138	3.30	1.05	25.26	47.6	22.34
PA - 20		91	2.17		27.44	47.6	20.16
PA - 13		59	1.41	1.5	28.85	49.1	20.25
PA - 12		150	3.59		32.43	49.1	16.67
PA - 11		133	3.18		35.61	49.1	13.49
PA - 14		100	2.39		38.00	49.1	11.10
Subtotal		912	21.80	32.06	38.00	49.1	11.10
Looking Glass - Segment 2b							
PA - 28				14.86	38.00	63.96	25.96
PA - 18				12.76	38.00	76.72	38.72
PA - Future Filings		899	21.49		59.49	76.72	17.23
Subtotal		899	21.49	27.62	59.49	76.72	17.23
Total		2489	59.49	76.72	59.49	76.72	17.23
Trails at Crowfoot							
PA - 34-47		890	21.27	18.10			
				5.35			
Total		890	21.27	23.45			
Grand Total		3379	80.76	100.17			
Parks required per the Annexation Agreement				67.28			
Community Served Parks				71.42			

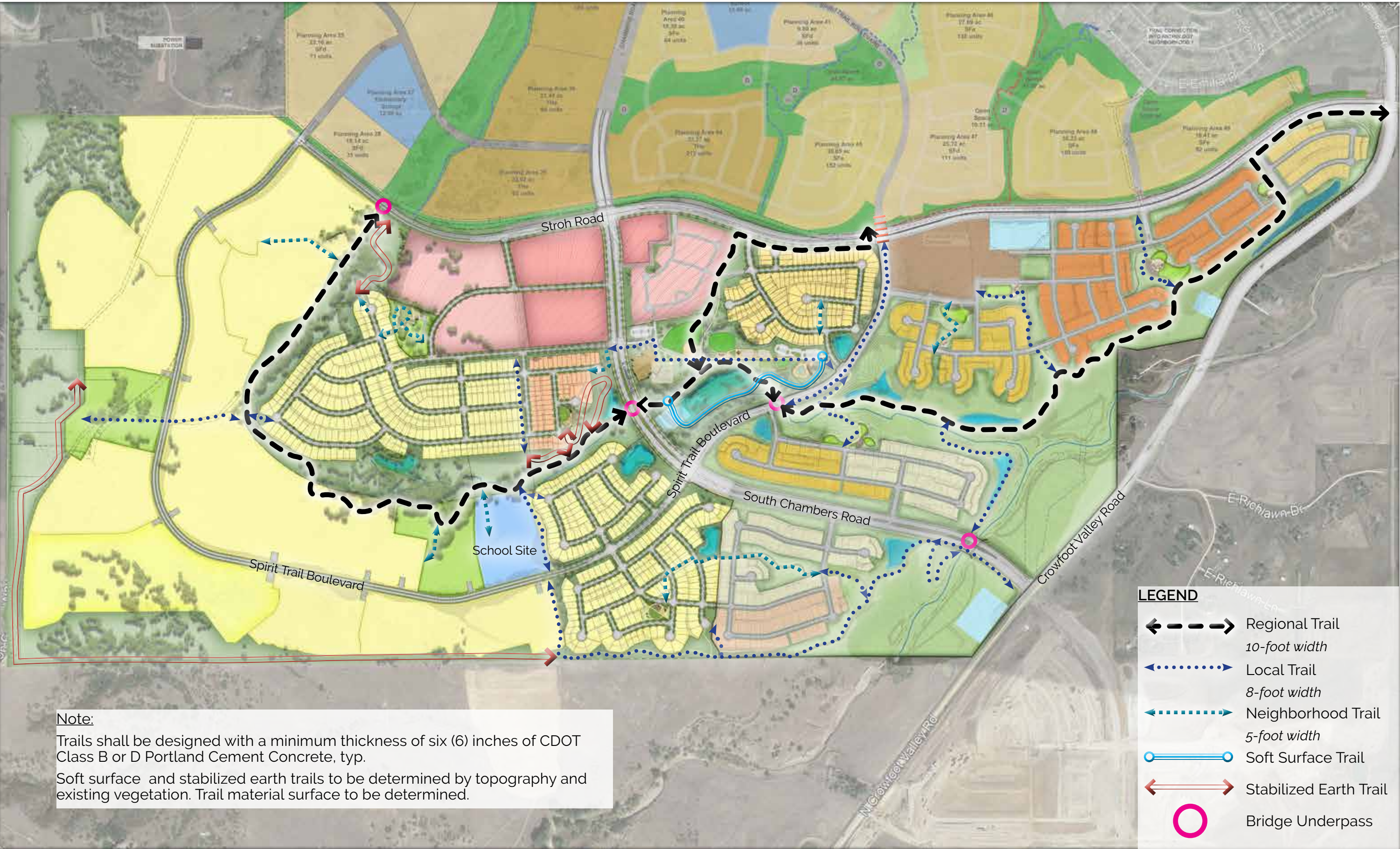


Hess Ranch Development Plan_Parks and Open Space							
Planning Area	Development Units	Planning Area Acres	Park Area	Provided Park Area	Open Space Area	Open Space Acres Approved PD	Open Space Acres Proposed PD
6	90	17.99	2.15	1.51	12	7.36	7.06
7	206	52.84	4.92	5.6	13	19.24	13.24
8	82	28.02	1.96	3.29	14	55.52	57.72
9	51	11.65	1.22	1	15	3.26	3.9
21	129	41.28	3.08	3.11	11	11.55	15.18
25	120	36.86	2.87	2.54	16	29.93	39.15
TOTAL	678	188.64	16.2	17.05		126.86	136.25











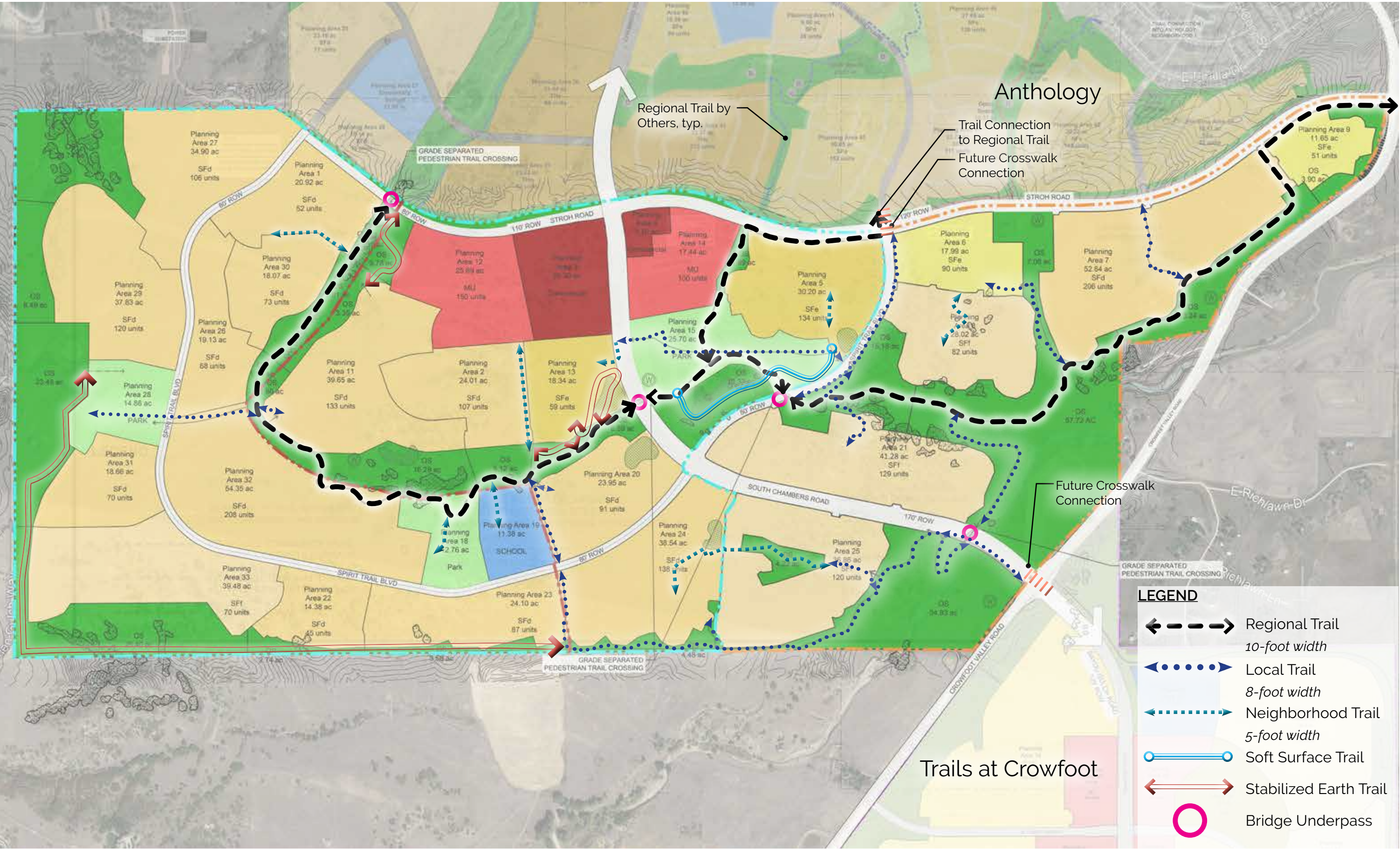
LEGEND

- ◄ --- ► Regional Trail
10-foot width
- ◄ ► Local Trail
8-foot width
- ◄ ► Neighborhood Trail
5-foot width
- ◄ ► Soft Surface Trail
- ◄ ► Stabilized Earth Trail
- ◯ Bridge Underpass

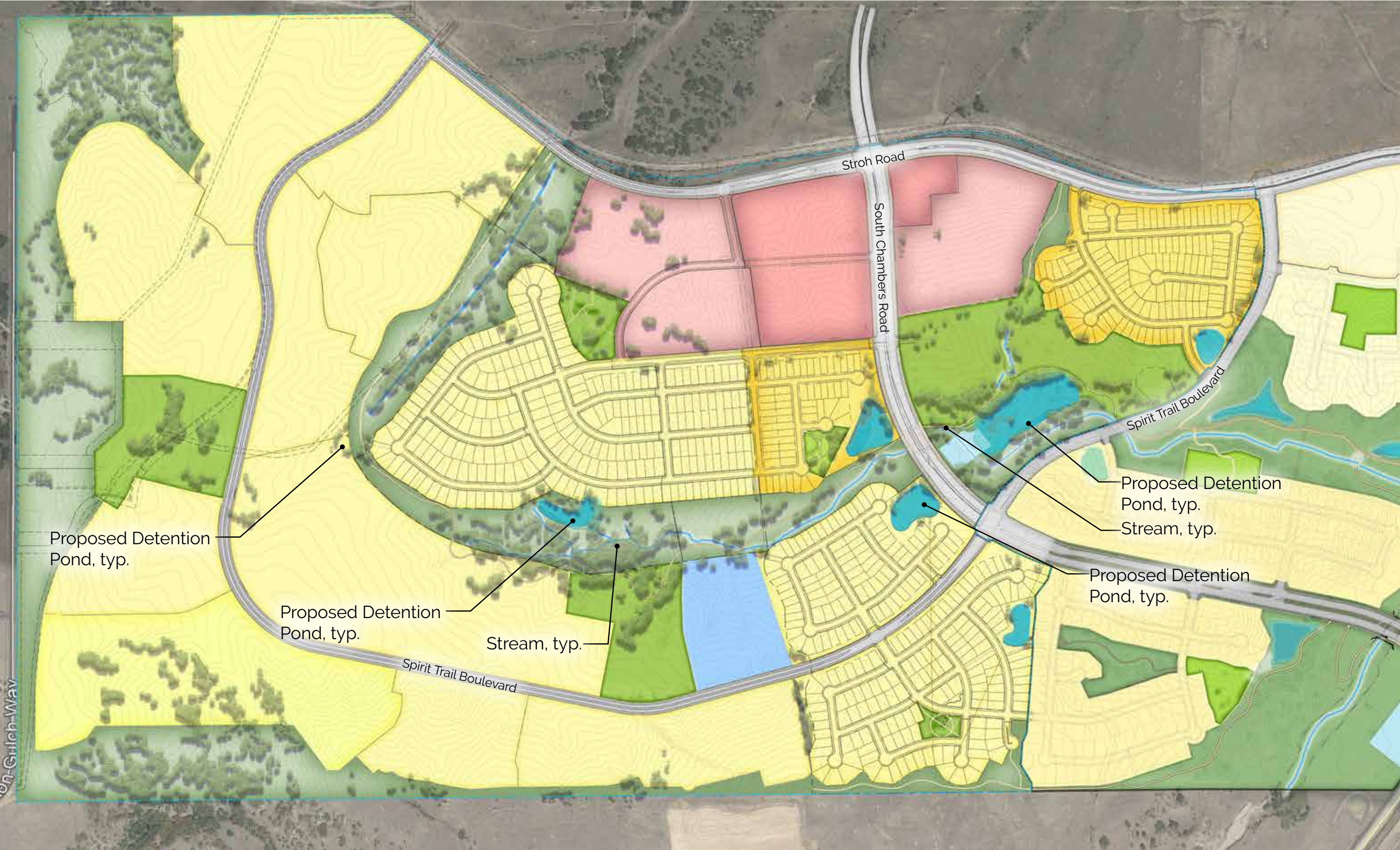


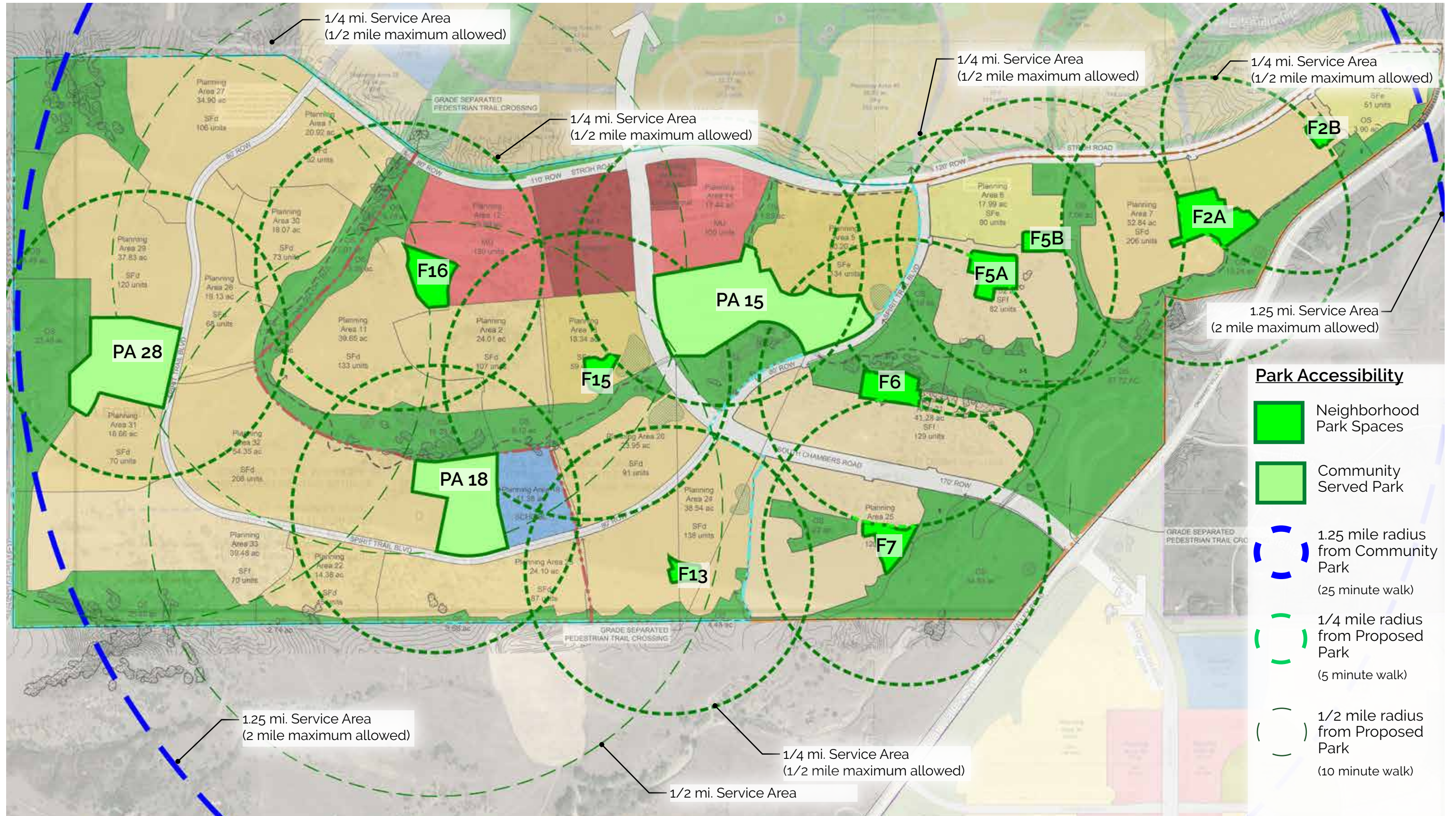












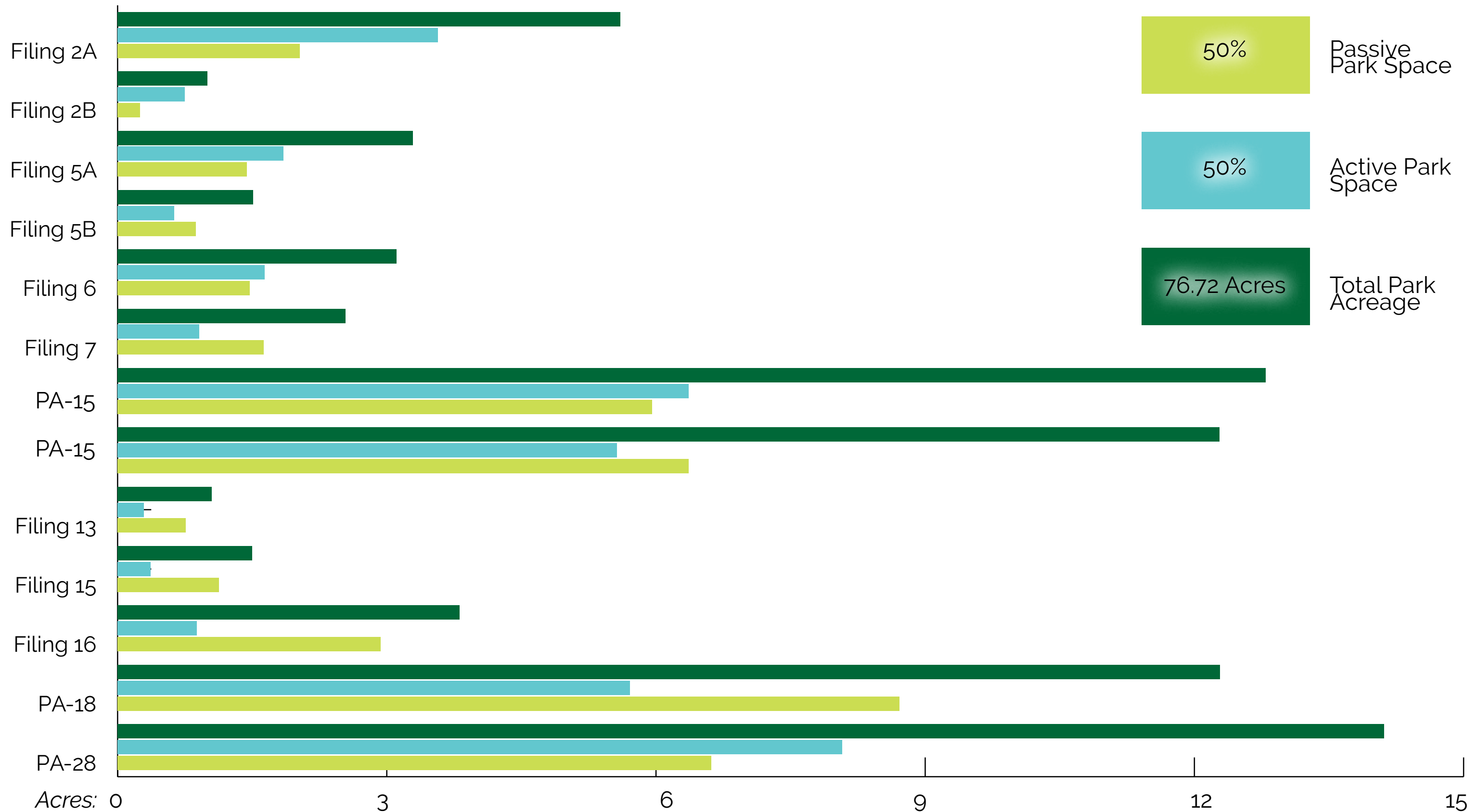
Park Accessibility

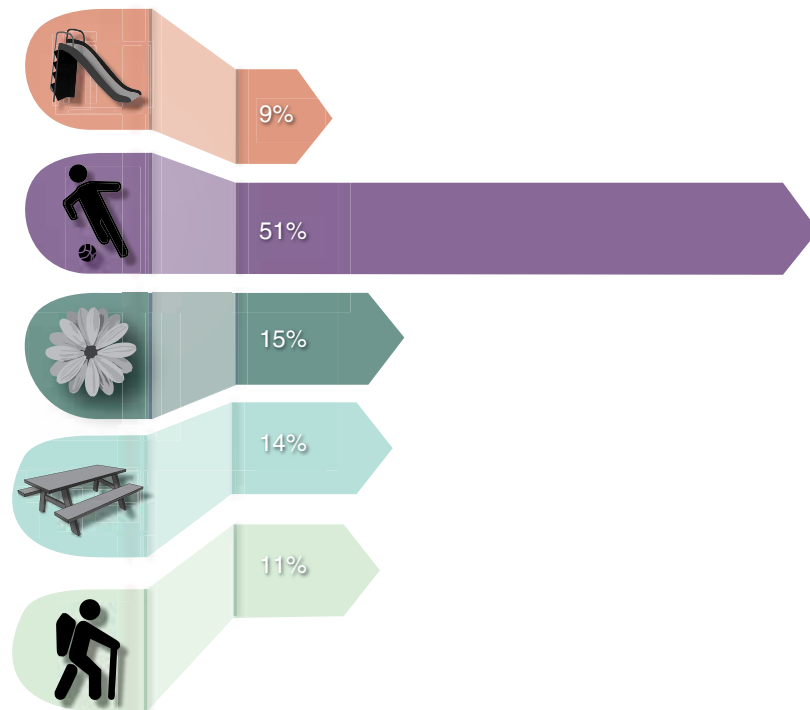
- Neighborhood Park Spaces
- Community Served Park
- 1.25 mile radius from Community Park (25 minute walk)
- 1/4 mile radius from Proposed Park (5 minute walk)
- 1/2 mile radius from Proposed Park (10 minute walk)

Conceptual neighborhood park required per code for Segment 2b. Park sizes and locations to be determined at Sketch / Preliminary Plan for Segment 2b.

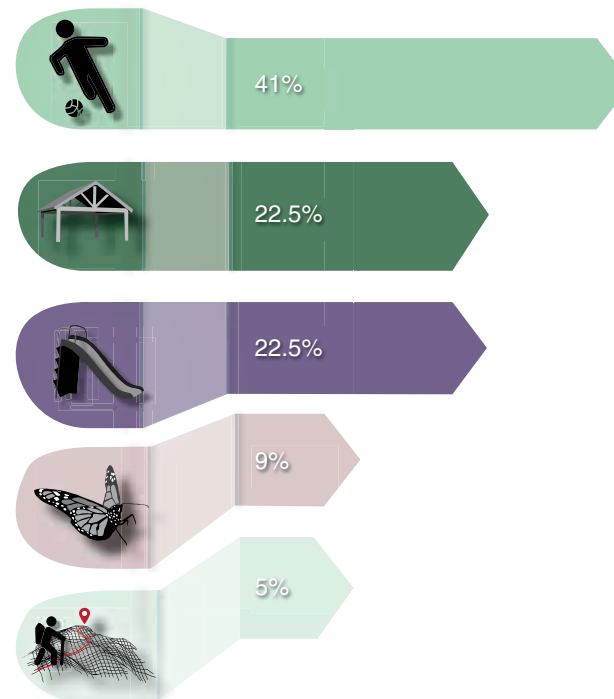




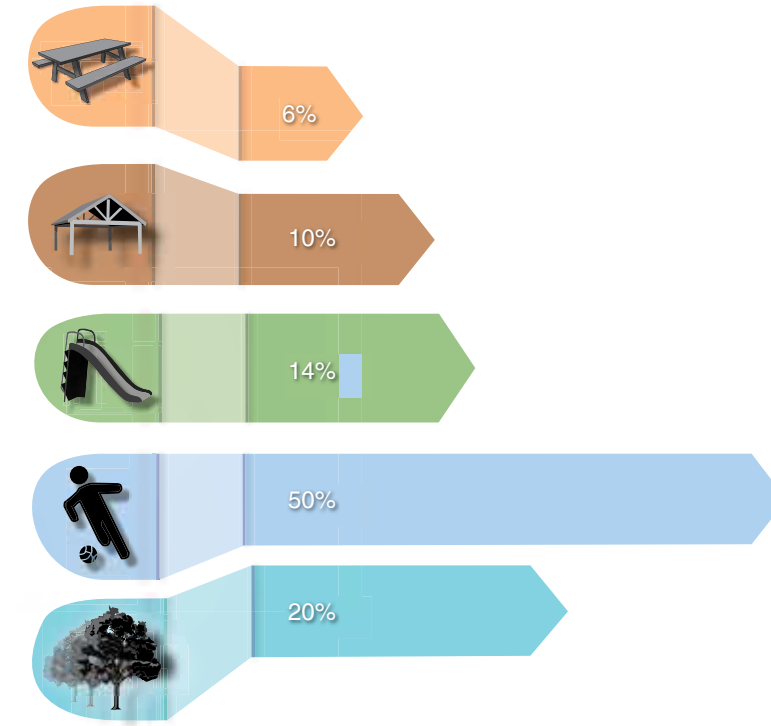




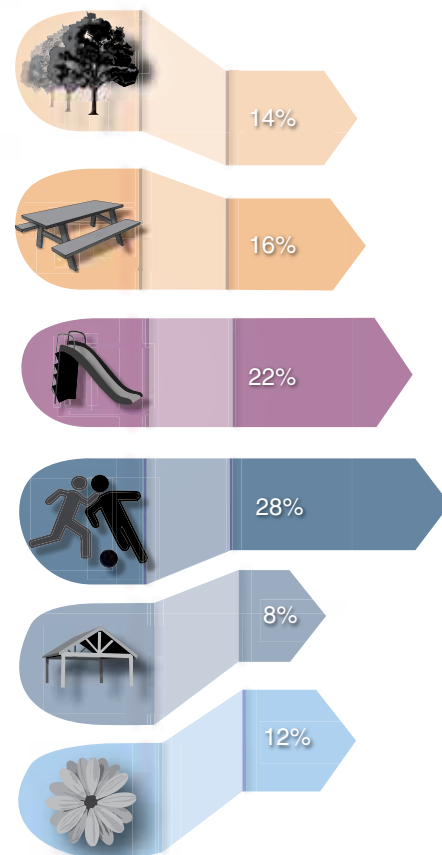
Filing 2 Park A - Active Amenities Offered



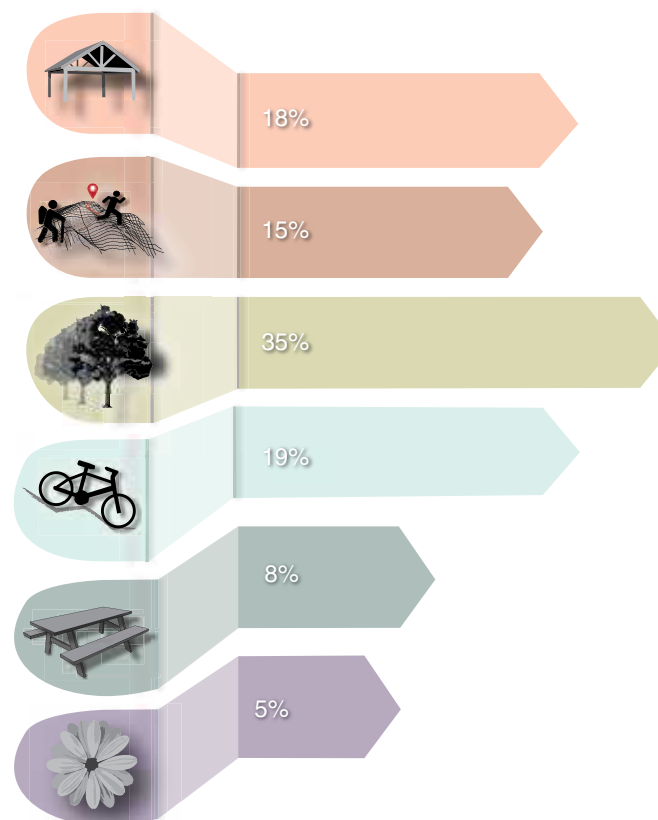
Filing 2 Park B- Active Amenities Offered



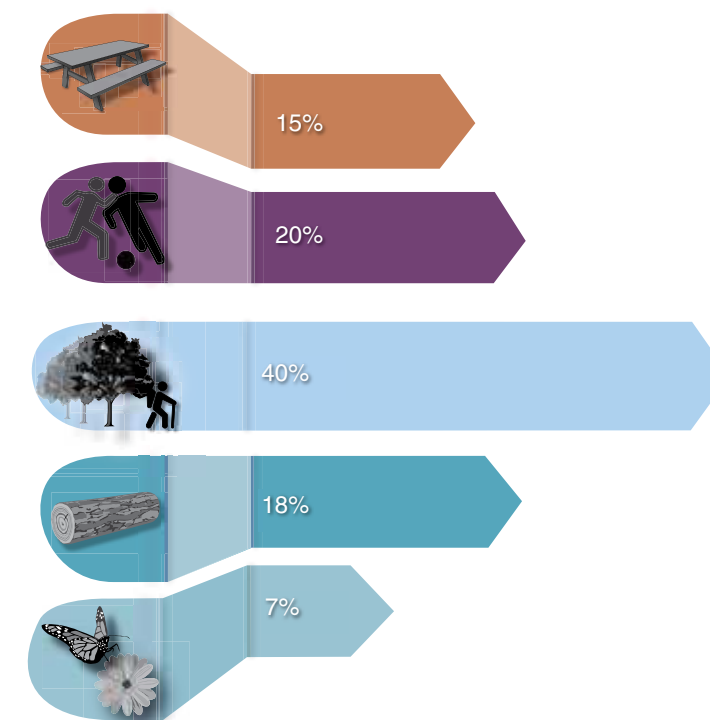
Filing 5 Park A- Active Amenities Offered



Filing 5 Park B- Active Amenities Offered



Filing 6 Park- Active Amenities Offered



Filing 7 Park- Active Amenities Offered

Community-Serving Park Requirements:		PA-15 (25.7 acres)
#	Requirements	Section 13.07.140(c)10
Required amenities for all parks.		Required / Provided
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All community-serving parks shall provide:		
9 a)	Large Shelter (31-100 users)	✓
9 b)	Loop path with mileage markers	✓
9 c)	Large Destination Play Area	✓
9 d)	Programmed Space	✓
9 e)	Drinking fountain	✓
9 f)	Diamond or Rectangular Ball Field	✓
9 g)	Two Sport Courts	✓
9 h)	Bike rack and repair station	✓
9 i)	Restrooms	✓
9 j)	Barbecues	✓
9 k)	Off-Street Parking	✓

Options for Parks and Open Space Amenities

Category 1	Gathering Spaces & Self-directed Group Activities	Section 13.07.140(c)10	Section 13.07.140A
	Gardens	Required / Provided	Pick 1
1.1	Gardens: Arboreta / decorative		✓
1.1	Gardens: Community garden / raised garden		
	Gathering and Social Space	Required / Provided	Pick 1
1.2	Amphitheater		
1.2	Festival / event space		
1.2	Outdoor nature classroom		
1.2	Outdoor performance space / stage		✓
1.2	Programmable space	✓	
1.2	Seating and tables	✓	
1.2	Shelter (31-100 users)	✓	
	Interpretive and Placemaking	Required / Provided	Pick 1
1.3	Interactive, functional, or visual art		
1.3	Interpretive signage or elements		
1.3	Site design theme		✓
	Outdoor Specialized	Required / Provided	Pick 1
1.4	Activity hubs (ping pong, foosball, chess table, cornhole, etc.)		
1.4	Bike park, skills area, or pump track		
1.4	Climbing spire or wall		
1.4	Disc golf course		
1.4	Dog off-leash area (fenced)		✓
1.4	Horseshoe pit		
1.4	Skate park		

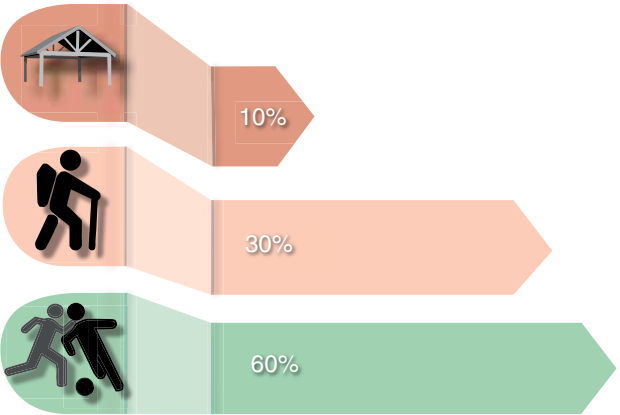
Category 2	Active Uses	Section 13.07.140(c)10	Section 13.07.140A
	Paths, Trails, and Trailheads	Required / Provided	1 per Acre
2.1	Greenway connection or trailhead		+3
2.1	Hard-surfaced multi-use trail		+2
2.1	Internal access pathway	✓	
2.1	Loop path (with mileage markers)	✓	
2.1	Soft-surface jogging / hiking trail		
2.1	Soft-surface equestrian or bike trail		
	Play Space and Equipment	Required / Provided	1 per Acre
2.2	Climbing structure or boulders		+2
2.2	Nature play features		+1
2.2	Open turf play area	✓	
2.2	Playground, small-scale		+1
2.2	Play area, large destination-scale	✓	
2.2	Thematic play features		+2
2.2	Universal and inclusive play elements	✓	
2.2	Zip line		
	Sports and Fitness	Required / Provided	1 per Acre
2.3	Artificial turf field, multi-purpose		+1
2.3	Ball field (baseball, softball, or multi-use)	✓	
2.3	Field with lighting		
2.3	Outdoor fitness equipment		
2.3	Specialty sport field or stadium		
2.3	Sport court	✓ (2)	+2
2.3	Tournament sport court		
Category 3	Support Amenities	Section 13.07.140(c)10	Section 13.07.140A
	Support Amenities	Required / Provided	Additional*
3.1	Barbecues, single or dual with ash disposal	✓ (2)	+2
3.1	Bike rack and repair station	✓ (1)	+1
3.1	Dog waste station	✓ (3)	+4
3.1	Drinking fountain	✓	
3.1	Parking, off-street	✓ (1)	+1
3.1	Parking, on-street		
3.1	Restroom, portable (screened)		
3.1	Restroom, permanent (full or vault)	✓	
3.1	Signage (identification)	✓	
3.1	Trash Receptacles	✓ (3)	+3
Category 4	Specialized Facilities	Section 13.07.140(C)10	Section 13.07.140A
	Aquatics and Water Access		Pick 1
4.1	Splash pad or water play feature		
4.1	Swimming pool		✓
	Aquatics and Water Access		
4.2	Activity building / clubhouse		+1
4.2	Environmental education center		
4.2	Recreation center or fieldhouse		

* IN ORDER TO MEET THE NUMBER OF ELEMENTS REQUIRED; EXTRA BBQ, BIKE RACKS, PET WASTE STATIONS AND TRASH RECEPTACLES WILL BE ADDED FOR THE COMMUNITY PARK.



Planning Area 18 Community Park-
Amenities Offered

(Filing number to be determined at Sketch
Preliminary Plan)

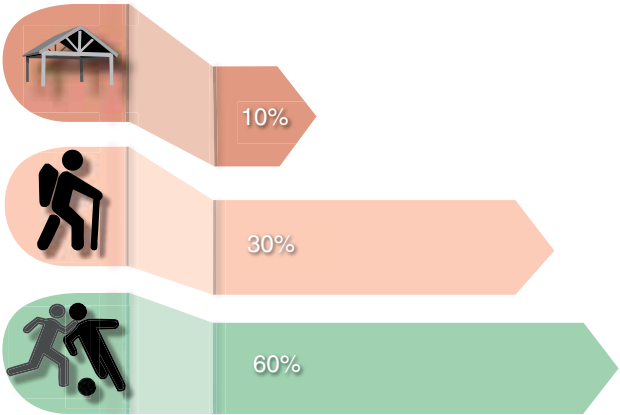


Community-Serving Park Requirements:		PA-18 (12.76 acres)
#	Requirements (Section 13.07.140(c)10)	Required / Provided
Required amenities for all parks.		
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All community-serving parks shall provide:		
9 a)	Large Shelter	✓
9 b)	Loop path with mileage markers	✓
9 c)	Large Destination Play Area	✓
9 d)	Programmed Space	✓
9 e)	Drinking fountain	✓
9 f)	Diamond or Rectangular Ball Field	✓
9 g)	Two Sport Courts	✓
9 h)	Bike rack and repair station	✓
9 i)	Restrooms	✓
9 j)	Barbecues	✓
9 k)	Off Street Parking	✓
Category	Additional Amenities (Section 13.07.140A)	Required / Provided
1.1	Gardens	*
1.2	Gathering and Social Space	*
1.3	Interpretive and Placemaking	*
1.4	Outdoor Specialized	*
2.1	Paths, Trails, and Trailheads	*
2.2	Play Space and Equipment	*
2.3	Sports and Fitness	*
3	Support Amenities	*
4	Specialized Facilities	*

* Options for Parks and Open Space Amenities to be determined at P.T.OS Amendment 3 for Segment 2b.

Planning Area 28 Community Park-
Amenities Offered

(Filing number to be determined at Sketch
Preliminary Plan)



Community-Serving Park Requirements:		PA-28 (14.86 acres)
#	Requirements (Section 13.07.140(c)10)	Required / Provided
Required amenities for all parks.		
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All community-serving parks shall provide:		
9 a)	Large Shelter	✓
9 b)	Loop path with mileage markers	✓
9 c)	Large Destination Play Area	✓
9 d)	Programmed Space	✓
9 e)	Drinking fountain	✓
9 f)	Diamond or Rectangular Ball Field	✓
9 g)	Two Sport Courts	✓
9 h)	Bike rack and repair station	✓
9 i)	Restrooms	✓
9 j)	Barbecues	✓
9 k)	Off Street Parking	✓
Category	Additional Amenities (Section 13.07.140A)	Required / Provided
1.1	Gardens	*
1.2	Gathering and Social Space	*
1.3	Interpretive and Placemaking	*
1.4	Outdoor Specialized	*
2.1	Paths, Trails, and Trailheads	*
2.2	Play Space and Equipment	*
2.3	Sports and Fitness	*
3	Support Amenities	*
4	Specialized Facilities	*

* Options for Parks and Open Space Amenities to be determined at P.T.OS Amendment 3 for Segment 2b.



Neighborhood Park Requirements:		Filing 13 (1.05 acres)
#	Requirements Section 13.07.140(c)10	Required / Provided
Required amenities for all parks.		
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All neighborhood parks shall provide:		
8	Small Shelter (5-10 users)	✓
Category	Additional Amenities Section 13.07.140A	Amenity Provided
1	Gathering and Self-directed Activities	Activity Hub
2.2	Active Uses	Nature Play Features
2.2	Active Uses	Small Playground
3	Support Amenity (1 per acre)	On street parking
4	Optional - Specialized Facilities	Not Required

Neighborhood Park Requirements:		Filing 15 (1.5 acres)
#	Requirements Section 13.07.140(c)10	Required / Provided
Required amenities for all parks.		
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All neighborhood parks shall provide:		
8	Small Shelter (5-10 users)	✓
Category	Additional Amenities Section 13.07.140A	Amenity Provided
1	Gathering and Self-directed Activities	Outdoor Nature Classroom
2.1	Active Uses	Greenway connection
2.2	Active Uses	Small Playground
3	Support Amenity (1 per acre)	On street parking
4	Optional - Specialized Facilities	Not Required

Neighborhood Park Requirements:		Filing 16 (3.81 acres)
#	Requirements Section 13.07.140(c)10	Required / Provided
Required amenities for all parks.		
1	Landscaping	✓
2	Tables and Seating	✓
3	Internal access pathway	✓
4	Open turf play areas	✓
5	Universal and inclusive play elements	✓
6	Dog waste stations (3)	✓
7	Trash receptacle (3)	✓
All neighborhood parks shall provide:		
8	Small Shelter (5-10 users)	✓
Category	Additional Amenities Section 13.07.140A	Amenity Provided
1	Gathering and Self-directed Activities	Horseshoe pit
2.2	Active Uses	Artificial Turf / Specialty Field
2.2	Active Uses	Bocce court
3	Support Amenity (1 per acre)	Barbecues
3	Support Amenity (1 per acre)	Off Street parking
3	Support Amenity (1 per acre)	On street parking
4	Optional - Specialized Facilities	Not Required



Filing 2 Park A/Planning Area 7 serves as a focal point of interest of Looking Glass. The park's proximity to entry drives and the regional trail, enables its amenities to be a structured, fully programmed park that includes a playground and shelter to host neighborhood events. A drainage swale through the park provides a natural amenity with a loop trail.

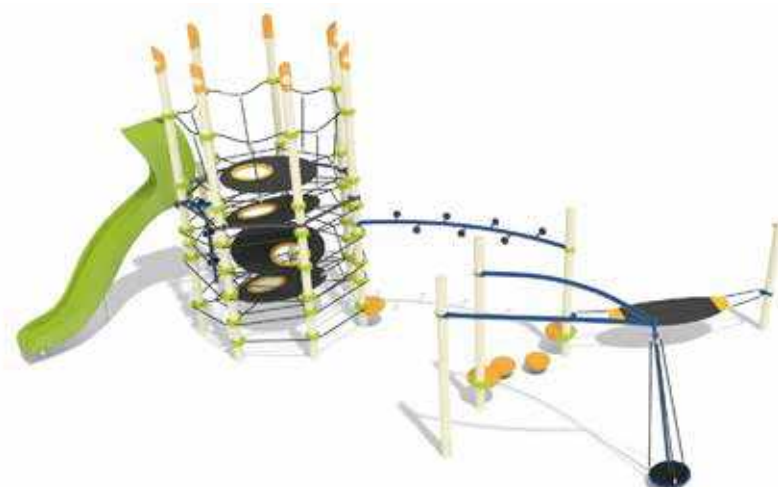
Potential Program Highlights

- Playground
- Play Field
- Park Shelter
- Loop trail
- Connectivity to Regional Trail and Open Space

Land Use

Acreage: 5.6
(Based on 206 Dwelling Units (DUs))





Filing 2 Park B/Planning Area 7 faces Stroh Road and is surrounded by family-oriented lots. The park is in close proximity to the Regional Trail. Highlights of the park include a tree allee, a playground, an open lawn large enough for informal volleyball, and a picnic shelter. The park is intended as a play area for families.

Potential Program Highlights

- Tree Allee
- Display Garden
- Playground
- Picnic Shelter
- Connectivity to Regional Trail and Open Space

Land Use

Acreage: 1.0
(Based on 51 DUs)





Filing 5 Park A/ Planning Area 8 serves as a point of interest in Looking Glass. Due to the park's proximity to entry drives, regional trail access, and terrain, the park boasts a play field and playground, as well as a park shelter and picnic area while preserving existing vegetation.

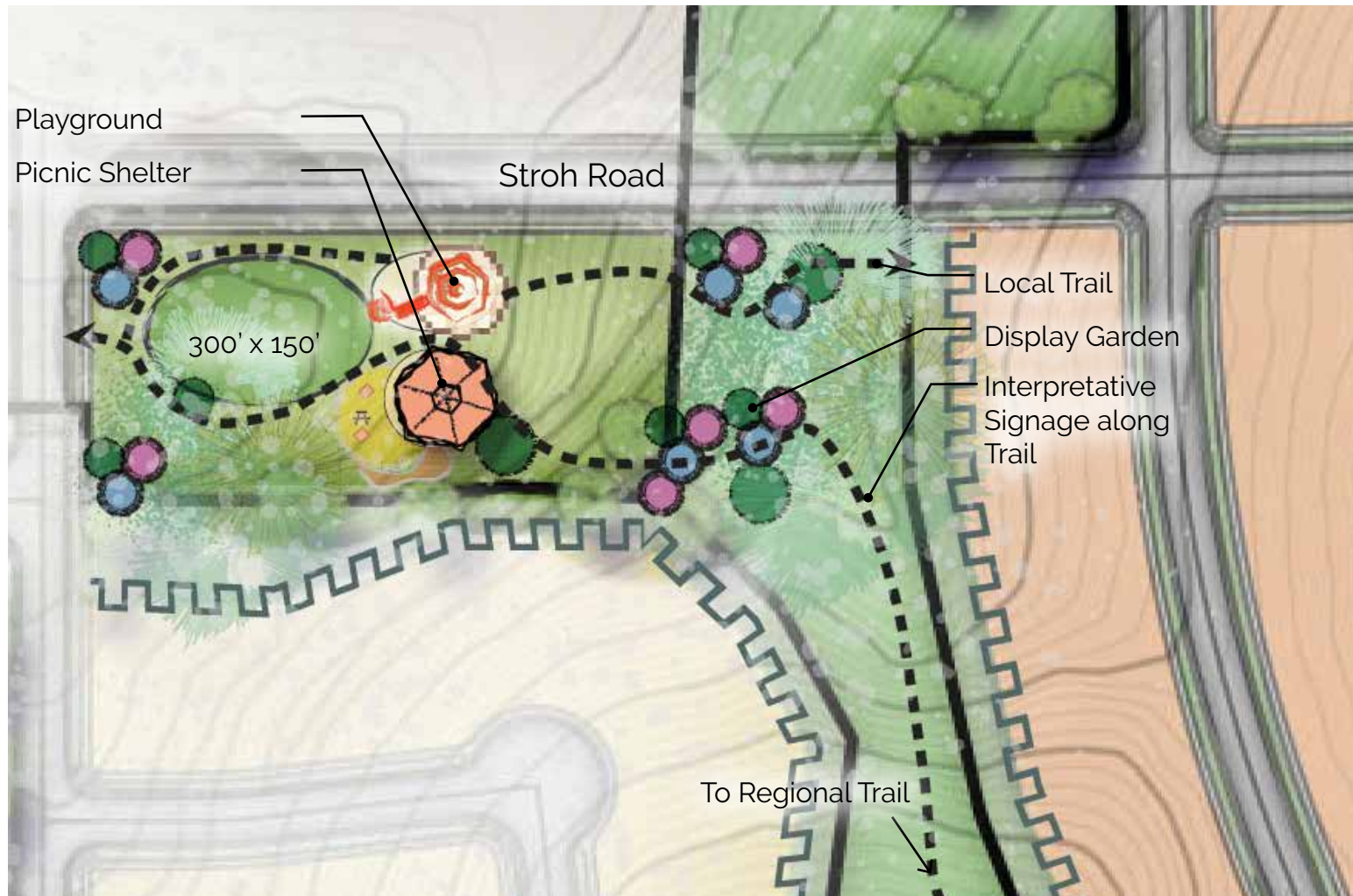
Potential Program Highlights

- Playground
- Play Field
- Park Shelter
- Picnic Area
- Interpretive Signage
- Connectivity to Regional Trail and Open Space

Land Use

Acreage: 3.29
(Based on 82 DUs in PA 8)





Filing 5 Park B/Planning Area 6 features a playground, community shelter and open play field. The park trail also connects to the regional trail to the south.

Potential Program Highlights

- Playground
- Picnic Shelter
- Interpretative Signage
- Display Garden
- Connectivity to Regional Trail and Open Space

Land Use

Acreage: 1.51
(Base on 90 DUs in PA 6)





Filing 6 Park/Planning Area 21 is framed by the Regional Trail and serves as a linear park with terrain that lends to a gathering area, a 'natural play' playground and an expanse of soft surface trails. To the northeast corner of the site there is a pump track. The site has mature vegetation and is adjacent to the Lemon Gulch tributary.

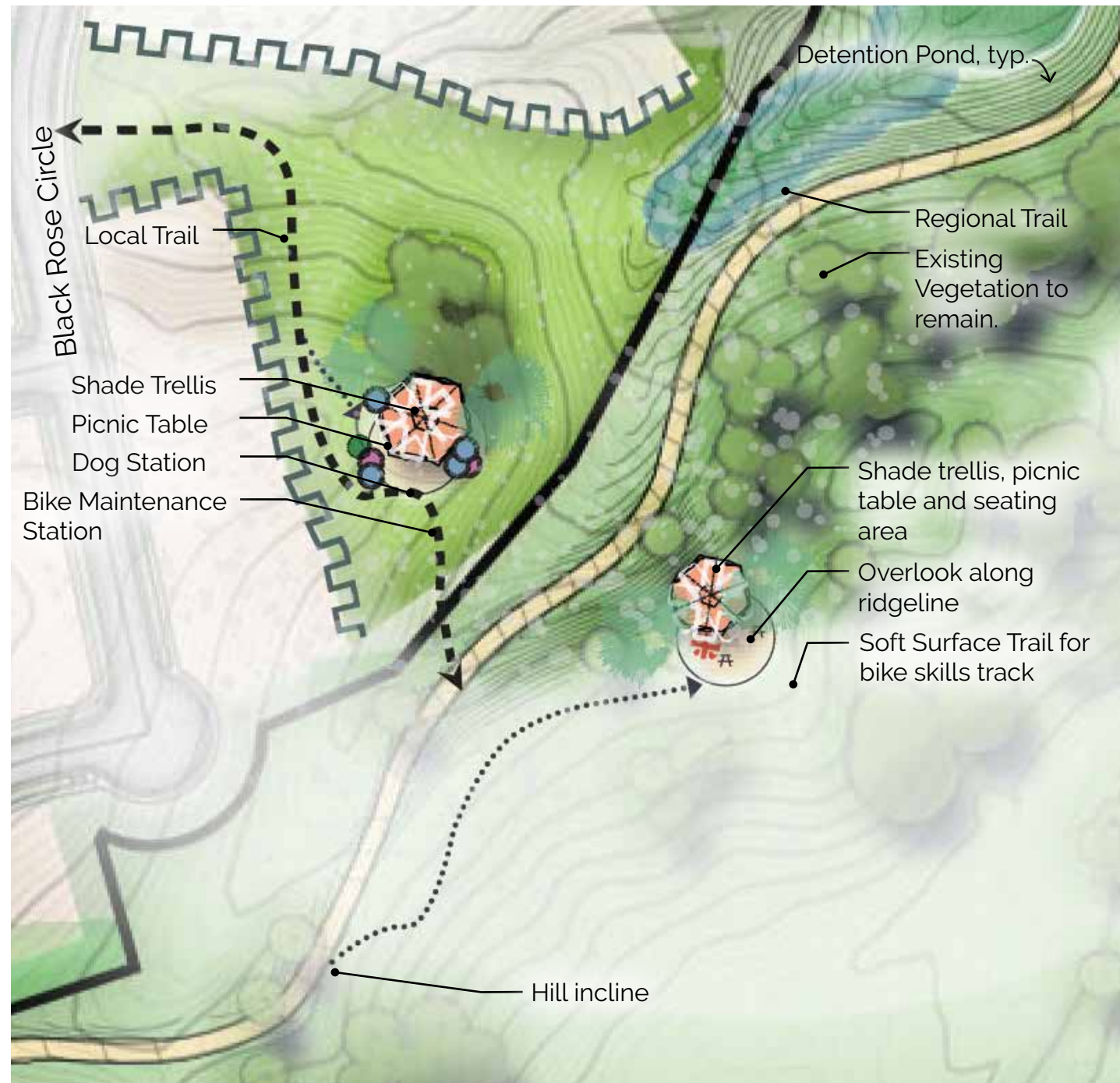
Potential Program Highlights

- Soft Surface Trails within Existing Vegetation
- 'Natural Play' Playground
- Picnic Shelter
- Connectivity to Regional Trail and Open Space

Land Use

Acreage: 3.11
(Based on 129 DUs)





Filing 7 Park /Planning Area 25 features a challenging expanse of landscape. Through preservation of existing trees along prominent ridge lines, views of Pike's Peak are highlighted through soft surface trails and a nature overlook. The gathering area provides a bike maintenance station before venturing onto the Regional Trail.



Potential Program Highlights
-Hiking/Running Trails with Interpretative Signage
-Gathering Area
-Scenic Overlook
-Bike Maintenance Station
-Connectivity to Regional Trail and Open Space

Land Use
Acreage: 2.54
(Based on 120 DUs)







Filing 16 Park /Planning Area 11 is a park programmed for active adults. The clubhouse and outdoor dining area sit on top of a hill, looking out over the neighborhood and providing a great place for onlookers to witness friends participating in friendly competition.

- Potential Program Highlights
- Clubhouse
 - Off Street Parking
 - Outdoor Seating
 - Bocce
 - Croquet
 - Herb & Vegetable Gardens
 - Artificial Turf Area

Land Use
Acreage: 3.81



Filing 13 /Planning Area 24 provides an acre park for surrounding users with enhanced landscape, a playground, picnic shelter and open lawn.

Potential Program Highlights

- Small Playground
- Shelter (5-10 users)
- Activity Hub
- Open Lawn

Land Use

Acreage: 1.05





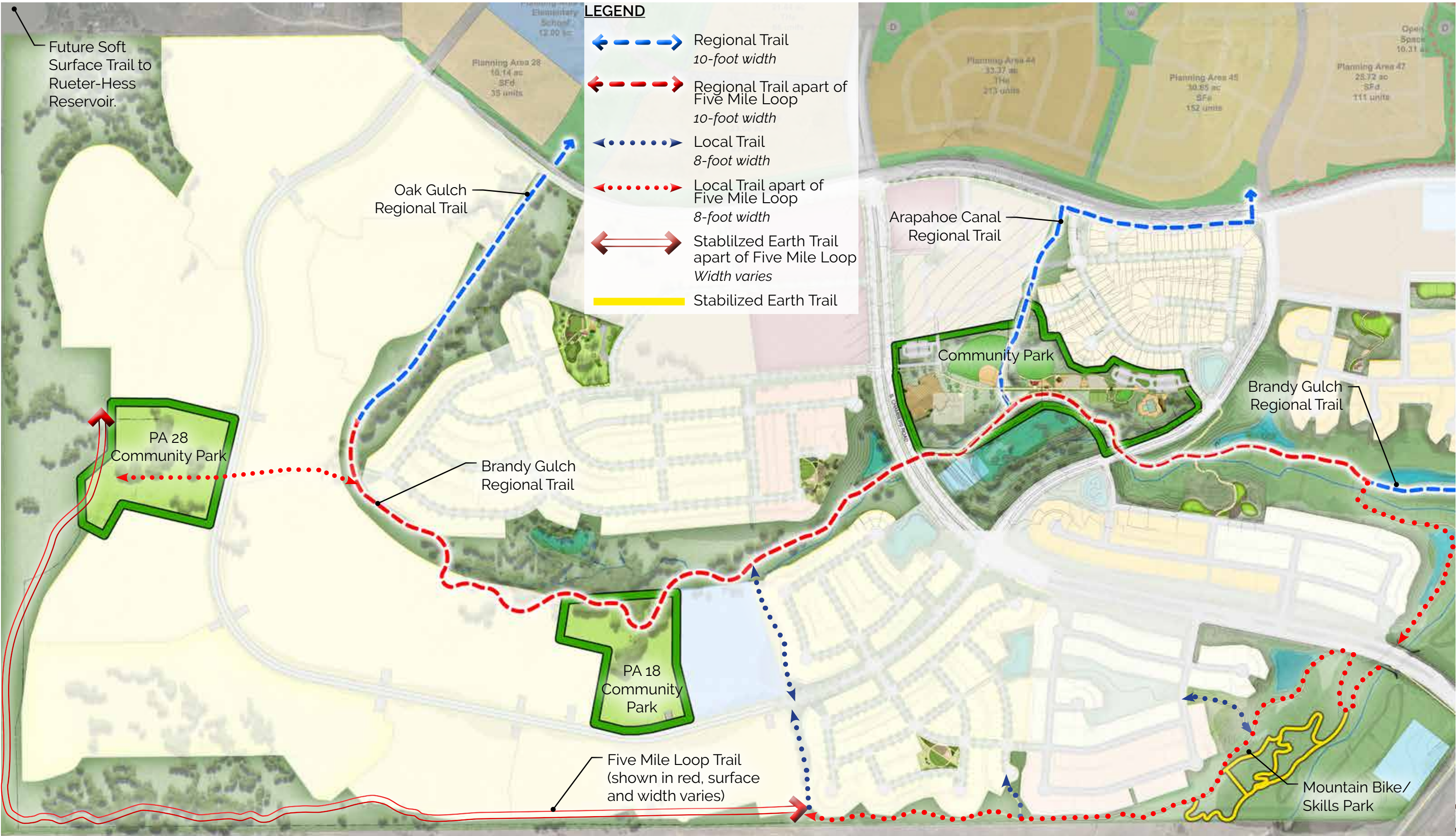
Filing 15 /Planning Area 13 provides a playground, picnic shelter and open lawn in close proximity to the regional trail.

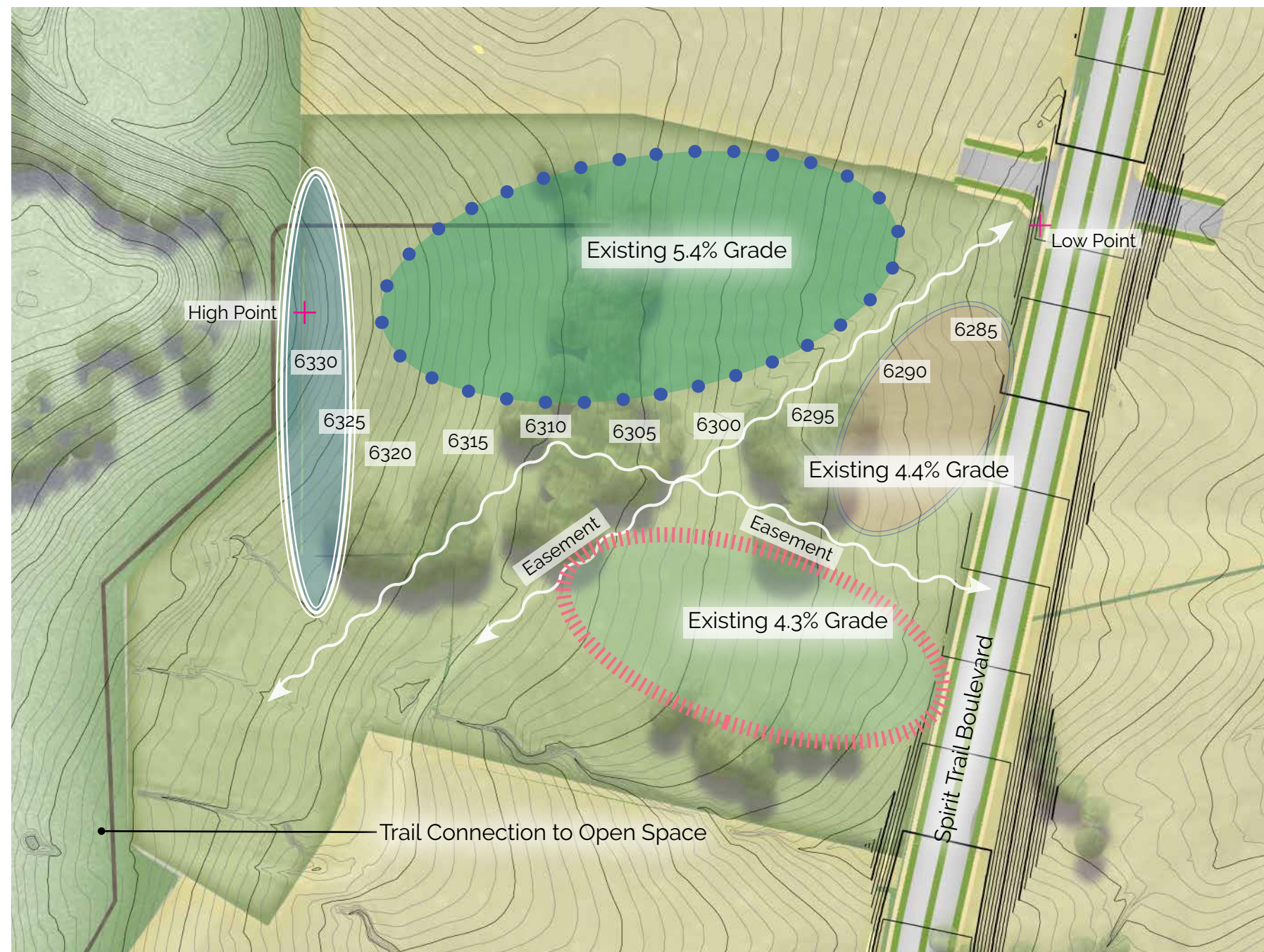
Potential Program Highlights

- Small Playground
- Shelter (5-10 users)
- Greenway Connection
- Open Lawn
- On Street Parking

Land Use
Acreage: 1.5







Planning Area 28 is a proposed community-serving park. The existing topography of the area lends itself to play fields and additional programmable items without intensive grading.

- Potential Program Highlights
- Large Destination Playground
 - Multiple Play Fields

Land Use
Acreage: 14.86



This schematic plan is conceptual and final plan to be determined at the time of Sketch / Preliminary Plan Submittal. This Community-Serving Park shall meet all applicable code requirements including 13.07.140 and the corresponding checklists.





Planning Area 18 is a proposed community-serving park. The existing topography of the area lends itself to play fields and additional programmable items without intensive grading.

Potential Program Highlights
-Large Destination Playground
-Multiple Play Fields

Land Use
Acreage: 12.76

Potential Connection to Regional Trail

Existing mature vegetation

2 acres with 5% + grades. Applicable programming could include soft surface trails, biking trails, and interpretative signage.

Existing drainage ways

4.5 acres at 4% +/- grades. Area favorable to programmed space, open lawn, gathering space, playground, and large shelter.

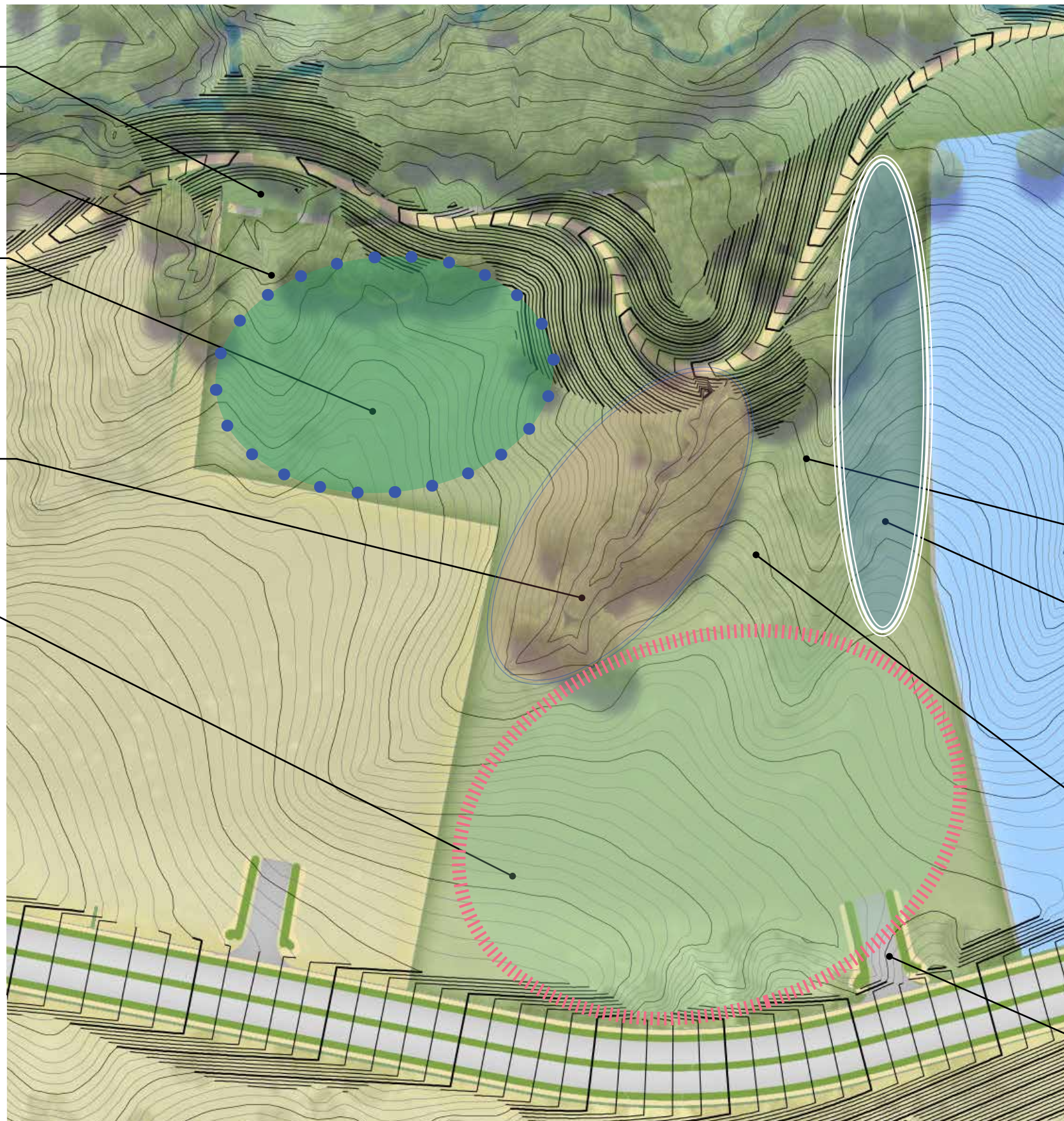
Existing mature vegetation

Programming constrained due to existing grades greater than 9.5%

Potential soft surface trail connection

Potential connection to collector road.

This schematic plan is conceptual and final plan to be determined at the time of Sketch / Preliminary Plan Submittal. This Community-Serving Park shall meet all applicable code requirements including 13.07.140 and the corresponding checklists.





ORDINANCE NO. 3.315.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE HESS RANCH DEVELOPMENT, TOWN OF PARKER, COLORADO, PD DEVELOPMENT GUIDE – SECOND AMENDMENT, 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 “Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Second Amendment,” approved by the Town Council on November 6, 2017, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on August 22, 2019, at Reception No. 2019052295, 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 1**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Second Amendment for the Property is hereby amended as provided in the “Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Third Amendment,” which is attached hereto as **Exhibit 2** and incorporated by this reference (the “Third Amendment”). The uses permitted for the Property are specifically described in the Third 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 1 (Legal Description)

SEGMENT 1:

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 73.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS, SURVEY NO. LSP-2474, SAID POINT ALSO BEING **THE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES:

1) SOUTH 00 DEGREES 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 FEET TO A POINT OF NON-TANGENT CURVATURE;

2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 48 SECONDS, A RADIUS OF 885.12 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 21.06 FEET);

3) SOUTH 13 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 317.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

4) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 44 SECONDS, A RADIUS OF 787.50 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17 DEGREES 03 MINUTES 01 SECONDS WEST, A DISTANCE OF 74.59 FEET) TO A POINT OF COMPOUND CURVATURE;

5) ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 32 DEGREES 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 157.31 FEET);

6) SOUTH 52 DEGREES 22 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

7) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 50 MINUTES 48 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.92 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 248.13 FEET);

8) SOUTH 53 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVATURE;

9) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 24 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 34 MINUTES 43 SECONDS WEST, A DISTANCE OF 476.53 FEET);

10) SOUTH 25 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND RECORDED AT RECEPTION NO. 9123329 OF THE AFOREMENTIONED RECORDS;

THENCE ALONG THE NORTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1) SOUTH 79 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 645.52 FEET;

2) NORTH 79 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 197.45 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.28 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES:

1) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 48 SECONDS, A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 119.03 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 119.02 FEET);

2) SOUTH 40 DEGREES 40 MINUTES 53 SECONDS WEST, A DISTANCE OF 245.65 FEET;

3) SOUTH 42 DEGREES 04 MINUTES 51 SECONDS WEST, A DISTANCE OF 958.65 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 22 SECONDS, A RADIUS OF 7,692.00 FEET, AND AN ARC LENGTH OF 419.23 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 10 SECONDS WEST, A DISTANCE OF 419.18 FEET);

5) SOUTH 51 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

6) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 08 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.73 FEET, (CHORD BEARS SOUTH 37 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 36 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 79.57 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,275.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 16 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2639.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5 MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2643.05 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5 MONUMENTED BY A 2" ALUMINUM CAP STAMPED LS 33202;

THENCE SOUTH 89 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 22088;

THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.33 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 23 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 651.65 FEET;

THENCE SOUTH 55 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 412.26 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 03 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.69 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 53 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.86 FEET, (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 415.03 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2408.42 FEET, AND AN ARC LENGTH OF 1,091.15 FEET (CHORD BEARS SOUTH 88 DEGREES 02 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 480.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET (CHORD BEARS NORTH 79 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 307.11 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN ARC LENGTH OF 555.22 FEET, (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 05 SECONDS EAST, A DISTANCE OF 555.17 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 54 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.40 FEET, (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 929.33 FEET);

THENCE NORTH 52 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 242.53 FEET; THENCE NORTH 54 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 556.22 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 01 MINUTES 26 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET, (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 314.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE **POINT OF BEGINNING**.

SEGMENT 2:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER SECTION 4, A PART OF SECTION 5 AND THE EAST HALF OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOOKING GLASS FILING NO. 1, PER PLAT RECORDED APRIL 15, 2020 AT RECEPTION NO. 2020028941 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOOKING GLASS FILING NO. 1 THE FOLLOWING 31 COURSES:

1. SOUTH 05°15'37" EAST, 71.80' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $87^{\circ}34'16''$ AN ARC LENGTH OF 30.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $51^{\circ}28'29''$ EAST, 27.68 FEET);
3. TANGENT TO SAID CURVE, SOUTH $07^{\circ}41'21''$ EAST, 173.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 910.00 FEET;
4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}26'44''$ AN ARC LENGTH OF 626.50 FEET;
5. TANGENT TO SAID CURVE, SOUTH $31^{\circ}45'23''$ WEST, 327.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET;
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}33'58''$ AN ARC LENGTH OF 59.77 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;
7. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $95^{\circ}30'09''$ AN ARC LENGTH OF 33.34 FEET;
8. NON-TANGENT TO SAID CURVE, SOUTH $41^{\circ}49'31''$ WEST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET;
9. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $95^{\circ}30'09''$ AN ARC LENGTH OF 33.34 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $00^{\circ}25'25''$ EAST, 29.61 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00;
10. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}39'20''$ AN ARC LENGTH OF 309.65 FEET;
11. TANGENT TO SAID CURVE, SOUTH $70^{\circ}59'00''$ WEST, 586.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,000.00 FEET;
12. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ}16'00''$ AN ARC LENGTH OF 528.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.43;
13. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}32'41''$ AN ARC LENGTH OF 114.28 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $43^{\circ}30'08''$ WEST, 114.21 FEET);
14. NON-TANGENT TO SAID CURVE, SOUTH $34^{\circ}10'02''$ WEST, 81.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;
15. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $93^{\circ}09'56''$ AN ARC LENGTH OF 32.52 FEET;
16. NON-TANGENT TO SAID CURVE, SOUTH $29^{\circ}55'17''$ WEST, 193.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET;
17. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $87^{\circ}40'37''$ AN ARC LENGTH OF 45.91 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $09^{\circ}40'17''$ EAST, 41.56 FEET);

18. NON-TANGENT TO SAID CURVE, SOUTH 60°30'34" EAST, 101.34 FEET

19. SOUTH 55°49'58" EAST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET;

20. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°48'02" AND ARC LENGTH OF 37.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 77°34'03" EAST, 34.35 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,695.00 FEET;

21. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'21" AN ARC LENGTH OF 419.77 FEET;

22. NON-TANGENT TO SAID CURVE, SOUTH 16°46'42" WEST, 90.34 FEET;

23. SOUTH 36°44'54" WEST, 138.77 FEET;

24. SOUTH 01°18'00" EAST, 103.53 FEET;

25. SOUTH 06°24'08" WEST, 180.20 FEET;

26. SOUTH 00°51'50" EAST, 65.59 FEET;

27. SOUTH 04°08'00" WEST, 565.00 FEET;

28. SOUTH 23°25'25" WEST, 74.16 FEET;

29. SOUTH 04°08'00" WEST, 149.07 FEET;

30. SOUTH 31°10'52" EAST, 139.68 FEET;

31. SOUTH 00°43'48" EAST, 57.39 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°16'12" WEST, 1,496.68 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SOUTH 89°44'38" WEST, 2,643.05 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 89°08'04" WEST, 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE CENTER LINE OF SAID SECTION 6, NORTH 00°07'38" EAST, 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, NORTH 89°24'47" EAST, 2,484.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,335.23 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°18'23" AN ARC LENGTH OF 263.49 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 57°41'27" EAST, 263.06 FEET);
THENCE TANGENT TO SAID CURVE, SOUTH 52°02'15" EAST, 651.65 FEET;

THENCE SOUTH 55°15'38" EAST, 412.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,265.85;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°35'03" AN ARC LENGTH OF 1,382.69 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 79°28'40" EAST, 1,314.97 FEET);

THENCE NON-TANGENT TO SAID CURVE NORTH 81°01'59" EAST, 1,141.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,142.75 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°07'53" AN ARC LENGTH OF 999.86 FEET, (THE CHORD OF SAID CURVE BEARS SOUTH 81°36'36" EAST, 968.27 FEET);

THENCE NON-TANGENT TO SAID CURVE, SOUTH 71°26'40" EAST, 415.03 FEET TO THE BEGINNING OF NON-TANGENT CONCAVE NORTHERLY HAVING A RADIUS OF 2,408.42 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°24'54" AN ARC LENGTH OF 942.21 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 86°15'43" EAST, 936.22 FEET) TO THE POINT OF BEGINNING;

CONTAINS 34,063,308 SQUARE FEET OR 781.9859 ACRES

EXHIBIT 2

Hess Ranch Development Town of Parker, Colorado

PD DEVELOPMENT GUIDE – THIRD AMENDMENT

November 2, 2020

Owner:

JEN Colorado 18, LLC
Front Range Communities
4100 E. Mississippi Avenue, Suite 500
Denver, CO 80246
Contact: Matthew Osborn/Lawrence Jacobson
303.598.5970/303.748.5466

Planning Consultant:

Henry Design Group, Inc.
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303.446.2368
Contact: Karen Henry

Engineering Consultant:

EMK Consultants, Inc.
7008 S. Alton Way, Building F
Centennial, CO 80112
303.694.1520
Contact: Eric McDaniel

Traffic Consultant:

NAVJOY
301 Commercial Road, Suite B
Golden, CO 80401
720-399-4402 Ext. 109
Contact: Devin Joslin

TABLE OF CONTENTS

I.	GENERAL PROVISIONS.....	3
A.	Application	3
B.	Density Standards	3
C.	Density Variation.....	3
D.	Planning Area Boundaries	3
E.	Underground Utility Requirements.....	4
F.	Homeowner Associations.....	4
G.	Agricultural Uses	4
II.	DEFINITIONS	4
A.	Purposes	4
B.	Word Usage.....	4
C.	Definitions	54
III.	LAND USE REGULATIONS.....	8
A.	General.....	8
B.	Residential (SFd).....	9
C.	Residential (SFe).....	11
D.	Residential (SFf).....	144
E.	Residential (SFg).....	166
F.	Residential (THd).....	17
G.	Residential (THe).....	20
H.	Mixed Use (MU)	22
I.	Commercial	30
I.	Fire Station	33
J.	Parks.....	33
K.	Open Space (OS).....	35
L.	Trails.....	36
IV.	ADDITIONAL PLANNING AREA REQUIREMENTS.....	37
A.	General.....	37
B.	Lone Tree Intergovernmental Agreement	37
C.	Douglas County Intergovernmental Agreement.....	37
	Minimum Lot Sizes for Townhome Dwelling Units and Duplex Dwelling Units	37

V.	ENFORCEMENT AND ADMINISTRATION	38
A.	Incorporation of Planned Development Master Plan	38
B.	Effect of Recorded Plan	38

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the "HESS RANCH DEVELOPMENT PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

This Development Guide is only one of several documents that will help guide the Hess Ranch Planned Development. The Development Guide and the Development Plan are the planning documents for this development.

The Development Agreement is a third document that will help frame the overall development with specific language of agreements, triggers, responsibilities, etc. Please refer to this document to gain a full understanding of the Hess Ranch Planned Development.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variation

In no event shall the total number of 3,379 residential Dwelling Units within all Planning Areas as set forth on the "HESS RANCH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional twenty percent (20%) of the number of units allowed for each Planning Area, as set forth in the "HESS RANCH PD DEVELOPMENT PLAN AND GUIDE", as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Unbuilt or unused dwelling units resulting from the Final Plat of any Planning Area, may be transferred to other areas provided that the receiving Planning Area does not receive more than 20% of the original density provided for on the Hess Ranch Development Plan. The transfer of any unbuilt or unused dwelling units may occur at any time throughout the development process of Hess Ranch. Any increase or decrease of dwelling units within a Planning Area by more than 20% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code.

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "HESS RANCH DEVELOPMENT PLAN", the Planning Area boundary is the edge of the abutting right-of-way of such street (except Crowfoot Valley Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "HESS RANCH DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "HESS RANCH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than twenty percent (20%) in size.

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Homeowner Associations

Homeowner Associations composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or special district.

G. Agricultural Uses

Any portion or portions of the property described as the Hess Ranch Planned Development, where development has not commenced in accordance with the adopted Development Guide and Plan, may be used on a temporary basis for agricultural purposes, as provided herein.

II. DEFINITIONS

A. Purposes: It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.

B. Word Usage: In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may" is permissive.

C. Definitions:

1. **Abut.** To have a common border with.
2. **Accessory Buildings.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
3. **Age Targeted Dwelling.** Housing designed to appeal to the lifestyle needs of buyers over 55 years of age.
4. **Age Restricted Dwelling.** Housing limited to buyers and occupants 55 years of age or older.
5. **Agricultural Uses.** The uses which are permitted include:
 - 1) Farming, including plowing, tillage, cropping, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
 - 2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
 - 3) Open space.
 - 4) Selling agricultural products not requiring a state tax license.
6. **Building, Principal or Main.** A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. **Building Ground Coverage.** The amount of land covered or permitted to be covered by a Building.
9. **Building Setback.** The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
10. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.
11. **Building Rear.** That exterior wall of a Building which faces a Rear Lot Line of a Lot.
12. **Car Care Center.** An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not Include paint spraying or body repair.
13. **Density, Gross or Average.** A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portions thereof; including all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater.
14. **Density, Net.** A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Roads, Parks, Open Space, recreations, educational, community or public use, and Public Street rights-of-ways and easements. For

calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater

15. **Dwelling Unit, Atrium.** An alternative type of Single Family Detached or Attached Dwelling Unit in which the private Individual Open Space associated with each Dwelling Unit is consolidated into a private yard surrounded by buildings or walls forming an atrium. This atrium replaces the conventional front side and rear yards associated with traditional Single Family Detached Dwelling Units.
16. **Dwelling Unit, Clustered Single Family.** A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. **Dwelling Unit, Duplex.** A detached building on a single parcel containing two (2) dwelling units, designed for or used as dwellings exclusively by two (2) families each living as an independent housekeeping unit, or two attached units sharing a common wall with separate entries and separate lots for each unit.
18. **Dwelling Unit, Patio.** An alternative type of Single Family Detached or Attached Dwelling Unit in which the private Individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
19. **Dwelling Unit Single Family Attached.** A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. **Dwelling Unit, Single Family Detached.** A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall, or floor in common with any other Dwelling Unit.
21. **Dwelling Unit, Townhome.** A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has Individual outside access. Townhome Dwelling may have no side yards, or front and rear yards. May include duplex, triplex, fourplex, or more.
22. **Dwelling Unit, Zero Lot Line.** An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. **Dwelling Unit, Live/Work.** An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where setbacks apply.
24. **Dwelling Unit, Condominium.** A type of Single-Family Dwelling Unit. The unit is individually owned, each owner receives a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, passageways, etc.
25. **Easement, Private Street.** An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
26. **Exterior Storage.** Outdoor storage of fuel, raw materials, products, and equipment. In the case of lumberyards, exterior storage includes all impervious materials stored outdoors.

27. **Garage, Parallel.** A garage attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.
28. **Garage, Perpendicular.** A garage attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
29. **Group Care Facilities.** A facility where three or more persons are provided supervision and a planned treatment of counselling, therapy, or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local judicial health/welfare agency or serve only referrals from such agencies. Examples of group care facilities are group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity, or senior citizen homes.
30. **Land Use Category.** A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
 - A. **UNIFORM LAND USES**
 - 1) Single Family Detached Dwellings
 - 2) Duplex
 - 3) Single Family Attached Dwellings-these will include atrium clustered patio, live work, townhome, duplex, including duplex, triplex and fourplex dwelling units.
 - 4) Multifamily
 - 5) Live/Work Dwelling Units - shall be associated with all MU planning areas and shall be located above retail/commercial areas that are compatible with a live work community. Usually associated with commercial developments.
 - 6) Accessory Dwelling Units - shall include all structures described in the Parker Land Use Ordinance 13.04.170. May also include utility facility enclosures and well sites.
 - 7) Places of Religious Assembly
 - 8) Accessory Structure and Uses
 - 9) Open Space
 - 10) Parks
 - 11) Neighborhood Recreational Centers and Facilities
 - 12) Group Home - refer to Group Care Facilities definition
 - 13) Assisted Living Residence - a housing facility that provides assistance to disabled individuals. These individuals cannot perform all of the ADL's (activities of daily living) i.e. eating, bathing, feeding, etc. These facilitates do not provide 24-hour care.
 - 14) Long Term Care Facility/Nursing Home
31. **Nursery.** An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, polling soil, fertilizers, insecticides, hanging baskets, rakes, and shovels.
32. **Planning Areas.** Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.

- 33. **Planning Commission.** The Planning Commission of the Town of Parker.
- 34. **Principal Use.** The specific primary purpose, activity or use for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.
- 35. **Recreational Vehicle.** A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, mobile homes, boats, snowmobiles, and other similar recreation equipment.
- 36. **Restaurant, Conventional.** An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
- 37. **Restaurant, Fast Food.** An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
- 38. **Restaurant, Fast Food with Drive Through Facilities.** Drive-in or drive-through means an accessory use to a building or facility that by design facilitates, encourages or allows customers to receive services or obtain goods while remaining in their motor vehicle, excluding reserved parking spaces for take-out goods where there is no menu board or communication facility.
- 39. **Setback.** The distance between the building line and the adjacent street right-of-way line or Lot Boundary.
- 40. **Structure.** Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
- 41. **Town Council.** The Town Council for the Town of Parker.
- 42. **Traditional Neighborhood Design (TND).** Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.
- 43. **Transit Oriented Design (TOD).** Transit Oriented Design neighborhoods contain a broad mix of uses including Single Family and Multi-Family residential combined with commercial and retail opportunities in land use patterns that help to create a pedestrian friendly environment, with convenient access to public transit.

III. LAND USE REGULATIONS

A. General

At the time of the Town Council's initial approval of this Development Plan and Guide, Planning Areas designated as SFe, SFf and SFg were within an area that was regulated by an

Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015, the IGA expired. The day after, September 8, 2015, the cumulative number of dwelling units allowed for Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

B. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex, Triplex, and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Condominiums
- f. Age targeted housing (Not depicted on plan for this PD Submittal – Will be included in Site Plan/Subdivision Submittals)
- g. Age restricted senior housing. (Not depicted on plan for this PD Submittal – Will be included In Site Plan/Subdivision Submittals)
- h. Group Homes/Nursing Homes
- i. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).
- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
- m. Public Open Space.
- n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- o. Public parks, playgrounds, and other recreational areas.
- p. Places of religious assembly, religious schools.
- q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

- r. Public and private schools and related administrative facilities for elementary and secondary education.

3. Uses Permitted by Special Review

- a. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- b. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- c. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Areas will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback.** The minimum Building Setbacks in SFd residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street

Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

- d. **Building Separation.** The minimum building separation shall be the greater of:
 - (i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, fifteen (15) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
 - (ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height.
- f. **Minimum Lot Sizes.** The minimum lot sizes in SFd residential Planning Areas shall be thirty-five hundred (3500) square feet.

C. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Condominiums

- f. Age targeted housing (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Age restricted senior housing (Not depicted on plan for this PD Submittal - Will be included In Site Plan/Subdivision Submittals)
- h. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- i. Group Homes/Nursing Homes
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).
- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
- m. Public Open Space.
- n. Public and private schools and related administrative facilities for elementary and secondary education.
- o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- p. Public parks, playgrounds, and other recreational areas.
- q. Places of religious assembly, religious schools.
- r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

- a. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- b. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- c. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PO Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the

Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	10 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building)
	10 feet (Garage perpendicular)
	6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

- d. **Building Separation.**
The minimum building separation shall be the greater of:
 - i) Seven and ½ (7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes In SFe residential shall be two thousand (2,000) square feet for a duplex lot and thirty-five hundred (3,500) square feet for a Single-Family detached lot.

D. Residential (SFf)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live Work Dwelling Units.
- e. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- f. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Group Homes/Nursing Homes
- h. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- i. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- j. Attached or detached private garages (3 cars maximum).
- k. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- l. Public Open Space.
- m. Public and private schools and related administrative facilities for elementary and secondary education.

- n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- o. Public parks, playgrounds, and other recreational areas.
- p. Places of religious assembly, religious schools.
- q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

- a. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- b. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- c. Child Care Centers.

4. Accessory uses and building • Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to three point two (3.2) Dwelling Units per acre for each Sff Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each Sff residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback.** The minimum Building Setbacks in Sff residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building)
	12 feet (Garage perpendicular)
	8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

- d. **Building Separation.** The minimum building separation shall be the greater of:
- i) seven and ½ (7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFF Lands Use Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFF Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes In SFF residential Planning Areas shall be thirty-five hundred (3500) square feet.

E. Residential (SFg)**1. Intent**

Provide for residential Development allowing for Estate Single Family Detached Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Attached or detached private garages.
- c. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage

sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Town of Parker Zoning Ordinance.

- d. Public parks, playgrounds, and other recreational areas.
- e. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

- a. Neighborhood public service, health and education facilities, community centers, libraries, and museums.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

- a. Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to one unit per one- and one-half acres (0.67 Dwelling Units per acre) for each SFg Planning Area. These Average Densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SFg residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in SFg residential Planning Areas shall be:
 - Building front 20 feet
 - Building side 15 feet
 - Building rear 20 feet
- d. **Building Separation.** The minimum building separation shall be the greater of:
 - i) twenty (20) feet for Single Family Detached Residential Buildings located within SFg Lands Use Planning Areas, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within SFg Planning Areas shall exceed thirty-five (35) feet in height except by Special Review
- f. **Minimum Lot Sizes.** The minimum lot sizes in SFg residential Planning Areas shall be 0.67 acre.
- g. **Specific to PA-41 & 47,** if these areas are developed for a clustered Age Targeted Development, the minimum lot size may be reduced to 80 feet in width and 120 feet in depth. The number of units allowed in each planning area may not increase beyond the 31 units allowed in PA-41, and the 18 units allowed in PA-47; the gross density may increase to a maximum of 1.5 du/ac. The site design for these areas must include homes backing to open space.

F. Residential (THd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-Detached,

Clustered Single-Family Dwelling Units, Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex, Triplex, and Fourplex Dwelling Units.
- d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- f. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- g. Group Homes
- h. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
- i. Independent and/or Assisted Living.
- j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- k. Attached or detached private garages (3 cars maximum).
- l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- m. Public Open Space.
- n. Public and private schools and related administrative facilities for elementary and secondary education.
- o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, pickle ball courts, swimming pools and jogging, riding, hiking, and biking trails.
- p. Public parks, playgrounds, and other recreational areas.
- q. Places of religious assembly, religious schools.
- r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

- a. Common recreation vehicle storage area.
- b. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- c. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- d. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to ten (10) Dwelling Units per acre for each THd Planning Area. These average densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each THd residential Planning Area shall not exceed 120% of the units shown on the PD Development Plan for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in THd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Areas. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley

- d. **Building Separation.** The minimum building separation shall be the greater of:
 - i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each THd Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes In THd residential Planning Areas shall be one thousand two hundred fifty (1250) square feet with a width not less than twenty (20) feet.

G. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single-Family Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

- a. All uses permitted by right within Residential (THd) Land Use Category. standards contained within the Residential (THd) Land Use Section shall apply, as required.
- b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

3. Uses Permitted by Special Review

All Uses permitted by Special Review within the Residential (THd) Land Use Category.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

- a. **Average Density.** The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Master Plan and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed the 1.2

times the maximum number set forth on the PD Master Plan for each individual Planning Area.

- c. **Building Setback.** The minimum Building Setbacks in The residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Duplex Dwelling Unit

Building Front	10 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	10 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)

Building Front	4 feet (Principal Building) 12 feet (Garage perpendicular) 8 feet (Garage parallel)
Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building) 10 feet (Garage perpendicular) 6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley

- d. **Building Separation.** The minimum building separation shall be the greater of:
 - i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, ten (10) feet for Buildings containing Duplex Units, Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each THd Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.
- f. **Minimum Lot Sizes.** The minimum lot sizes in THd residential Planning Areas shall be one thousand two hundred fifty (1250) feet with a width not less than twenty (20) feet.

H. Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Triplex, Fourplex, Townhome, Condominiums and/or Multi-family residential development.

There are six areas of the PD Plan that are designated as MU are located at the intersection of Chambers Road and Stroh Road: and at the intersection of Bayou Gulch Road and North Pinery Parkway. These MU Planning areas are anticipated to develop as commercial/retail centers with commercial and residential uses. Some of these commercial/retail centers will have a live work residential component built within these areas.

Should market conditions change, the developer may desire to build a residential project in lieu of these commercial/retail areas. By allowing both commercial and residential uses in the MU Planning areas, this affords the Property Owner the opportunity to build what is appropriate for these areas based on market demand.

2. Specific Requirements for MU Mixed-Use Planning Areas 35, 36, 43 and 44.

The 28 residential units contained within Planning Area 43 and 44 residential units within Planning Area 35 are hereby transferred as follows:

Planning Area	Additional Residential Units	Total Residential Units Allowed
34	1	199
36	8	44
39	5	189
41	12	31
44	6	44

3. Specific Requirements for MU Mixed-Use Planning Areas 3, 4, 12 and 14

- A. Market conditions may not immediately warrant the development of commercial/ retail centers, so in order to assure that a portion of the MU Mixed- Use Planning Areas is ultimately developed pursuant to the zoning set forth in this Development Guide, Sections III(H)4.a., Retail and/ or III(H)4.b., Commercial Convenience Grocery (collectively, the Commercial Zoning"), a

minimum of one third (1/3) of the developable land area included in the MU Mixed- Use Planning Areas 3, 4, 12 and 14 shall be developed exclusively for commercial uses pursuant to the Commercial Zoning (the " Commercial Area"). The required Commercial Area must be located in at least two (2) of the MU Mixed- Use Planning Areas. Notwithstanding the requirement of the Commercial Area, the total number of residential units for the MU Mixed- Use Planning Areas as described in the Hess Ranch Development Chart contained in the Development Plan shall be preserved, and Property Owner shall have the option to transfer unused residential yield, if any, from the Commercial Area to other MU Mixed- Use Planning Areas. After any such transfer, if any residential yield remains, the Property Owner shall have the option to transfer the remaining unused residential yield to residential Planning Areas (not to include Planning Areas 6, 7, 8, 9, 21 or 25) but no such transfer may increase the residential yield in any such residential Planning Area by more than 20% as provided in Section 1, Part C of the Development Guide. A note will be added to the Development Plan to describe the commitment to provide the Commercial Area, which shall state as follows:

"The future development of Planning Areas 3, 4, 12 and 14 shall incorporate commercial use and development as enumerated by the Hess Ranch Development Guide on a minimum of one- third (1/3) of the developable area within these Planning Areas as provided by Town of Parker Resolution No. 19-028, Series of 2019."

- B. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2, as described in Town of Parker Resolution No. 19- 028, Series of 2019 (the "Resolution") (or Segment 2A as described in the Resolution, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed Use Planning Areas. The determination to transfer residential yield shall be made concurrently with the approval of said Development Sketch and Preliminary Plan for Segment 2 (or Segment 2A, as applicable).
- C. The requirement to provide a Commercial Area shall be deemed to have been satisfied upon Town Council approval of the application for the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan which designates the Commercial Area within the MU Mixed Use Planning Areas. The Property Owner shall have no obligation to agree to a Commercial Area any greater area than one- third (1/ 3) of the developable area, and the Town shall have no right to require that greater than one-third (1/3) of the developable area be Commercial Area.
- D. Mixed- Use Development: The Parker 2035 Master Plan recommends mixed-use development within Planning Areas 3, 4, 12 and 14 and vertical mixed- use development is encouraged within the area to be reserved, zoned and used for future commercial development. A density bonus of ten percent (10%), not to exceed a total of 36 dwelling units, shall be available to support vertical mixed-use development(s) consisting of ground floor commercial use with multifamily residential use on the upper floors within Planning Areas 3, 4, 12 and 14, subject to the approval of the Planning Director.

- E. Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan Scope of Work for the Commercial Area shall be prepared and completed as follows:
- F. The purpose of this section is to provide the methodology for evaluating and determining the required Commercial Area constituting a minimum one- third (1/3) of the developable land within the MU Mixed- Use Planning Areas 3, 4, 12 and 14. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed- Use Planning Areas. This shall be achieved by the Property Owner's preparation of a concept plan in consultation with the Town illustrating the location and extent of the required Commercial Area for MU Mixed-Use Planning Areas 3, 4, 12 and 14 (the "Concept Plan"). The Concept Plan shall identify the required Commercial Area and provide an evaluation of the development envelope, roadway access, limits of environmentally sensitive areas, drainage/stormwater, and grading. It shall form the basis of the required Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan with respect to the MU Mixed- Use Planning Areas 3, 4, 12 and 14 and shall address the following tasks:
- a. Task 1: Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1" = 100' illustrating the planning area limits for Planning Areas 3, 4, 12 and 14, existing topography, existing utility easements, natural features including steep slopes and 100- year floodplain, as well as adjacent planning areas.
 - b. Task 2: Prepare and submit a development envelope map consistent with Section 13.07.060(f)(10) of the Code illustrating the future upland developable area(s) for Planning Areas 3, 4, 12 and 14 located outside of areas unsuitable for development, such as 100- year floodplain, steep slopes and utility corridors/ easements.
 - c. Task 3: Prepare and submit an access map addressing the Town's Roadway Design and Construction Criteria Manual for Planning Areas 3, 4, 12 and 14 showing limits of access upon all roadway frontages and feasible public access points for the MU Mixed-Use Planning Areas.
 - d. Task 4: Prepare and submit a conceptual drainage/stormwater map consistent with Town's Storm Drainage and Environmental Criteria Manual that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Areas 3, 4, 12 and 14. Identify the projected location and extent of future site-generated drainage necessary to accommodate future development based upon known site characteristics, such as grading, topography and soil conditions for the MU Mixed- Use Planning Areas.

- e. Task 5: Prepare and submit a conceptual overlot grading map consistent with Town's Storm Drainage and Environmental Criteria Manual and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Areas 3, 4, 12 and 14 necessary to support development, including contours, slopes and direction of stormwater flow.
- f. Task 6: The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/ stormwater limits and overlot grading for Planning Areas 3, 4, 12 and 14. The Concept Plan shall serve as the basis for evaluation of the appropriate location and extent of the required Commercial Area upon a minimum one- third (1/3) of the developable land within the MU Mixed-Use Planning Areas.
- g. Task 7: Divide Planning Areas 3, 4, 12 and 14 into two subareas each: one for the required commercial use upon a minimum one- third (1/ 3) of the developable land and the other for the remainder which shall retain the existing mixed- use zone designation. In the alternative, the applicant may elect to satisfy the requirement to zone a minimum of one-third (1/3) of total developable land of Planning Areas 3, 4, 12 and 14 by allocating the commercial zoning across no less than two (2) MU Mixed-Use Planning Areas; each of which shall be divided as described herein.
- h. Task 8: Prepare and submit a table of permitted commercial uses consistent with the existing MU Mixed-Use Planning Areas contained in this Development Plan and Guide and identify any requested revisions by addition, deletion, or modification for Town approval.
- i. Task 9: Upon review and direction by Town staff, utilize the Concept Plan to prepare and submit a complete application for the Segment 2 (or Segment 2A, as applicable) Sketch and Preliminary Plan that addresses the required Commercial Area, as described herein.
- G. Compliance with the Requirement: The requirement to provide for future commercial use upon a minimum of one- third (1/ 3) of the developable area of the MU Mixed Use Planning Areas 3, 4, 12 and 14 shall be deemed to have been satisfied upon successful completion of the Concept Plan Scope of Work described herein and Town Council approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan consistent with the Tasks described above; provided, however, that Property Owner may, at its option, provide the Concept Plan consistent with Task 6 above with the submittal of the Development Sketch and Preliminary Plan for the MU Mixed- Use Planning Areas 3, 4, 12 and 14.

4. Uses Permitted by Right – Mixed Use Planning Areas 12, 14, 35, 36, 43 and 44

- a. Retail
 - (1) Grocery store

- (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery
- (3) Specialty retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists
 - g. bookstore
 - h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises
 - j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
- (4) Hardware and building material stores
- (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store
- b. Development Sales and Marketing Center
- c. Eating and Drinking Establishments
 - (1) restaurants
 - (2) fast food, drive-through or carryout restaurants
 - (3) ice cream parlors

- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar, or microbrewery

d. Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers
- (3) health clubs

e. Entertainment-Indoors

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

f. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities

g. Commercial Convenience Grocery

- (1) Convenience retail shopping facilities, including but not limited to: drug stores, liquor stores, florists, book and stationery stores, hardware stores, auto supply stores, record and tape stores, and retail food specialty shops which sell food products not intended to be consumed on the premises, such as (but not limited to) butcher shops, candy stores, bakeries, doughnut shops, dairy product shops, ice cream parlors, coffee shops and delicatessens.
- (2) Convenience service establishments, including but not limited to barber and beauty shops, cleaners, shoe repair shops, laundries, watch or jewelry repair, and travel service.
- (3) Low intensity specialty goods and service establishments, including but not limited to: art gallery, antiques, artisan shops, photo studio, gift shop, plant store or nursery, pet shops, furniture store, home furnishings, newspaper office, apparel, and appliances.
- (4) Conventional restaurants.
- (5) Fast food, drive-in or carryout restaurants.

- (6) Electronic funds transfer facilities.
- (7) Photo service facilities.
- (8) Medical and dental offices and clinics.
- (9) Business and professional offices.
- (10) Private recreational and park uses, country clubs, recreational facilities, including but not limited to open space, tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (11) Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums, except for PA, 12, 14, 35, 36, 43 and 44 which are retail uses only.
- (12) Nursery schools and day/childcare centers.
- (13) Retail food and food service establishments, including but not limited to groceries and supermarkets, and cafeterias.
- (14) General retail merchandise and apparel shops, including but not limited to: junior department stores; variety stores; discount department stores; clothing stores; accessory and specialty stores; shoe stores; furriers and fur stores; furniture stores; home furnishing stores; household appliance stores; floor covering, drapery and upholstery stores; and radio, television, stereo and video stores.
- (15) Personal service establishments.
- (16) General retail business establishments, including but not limited to card and gift stores; tobacco shops; cosmetic store; toy and game stores; automotive tire, battery and accessory stores, garden, plant, and floral shops; and bicycle stores.
- (17) Car care centers, gasoline service/stations, tire sales and service, car wash.
- (18) Commercial entertainment businesses, including but not limited to indoor movie theaters, performance arts, bowling alleys, skating rinks (both ice and roller), pool halls, and arcade amusement centers.
- (19) Banks, savings and loan and other financial service establishments.
- (20) Public utility administrative and business offices.
- (21) Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.
- (22) Motels, Hotels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building.
- (23) Transit facilities.
- (24) Universities, Colleges, or higher educational type uses.
- (25) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
- (26) Sales Center - conversion to a recreation facility adjacent to open space.

h. Agricultural. Until such time that PA 44 develops commercially, or until such time that Planning Areas 3,4,12 and 14 develop, permitted uses include:

- (1) Farming, including plowing, tillage, cropping, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
- (2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
- (3) Open space.
- (4) Selling agricultural products not requiring a state tax license.

i. Residential

- (1) Duplex, Triplex, and Fourplex Dwelling Units.
- (2) Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- (3) Condominiums
- (4) Independent and/or Assisted Living.
- (5) Group Homes
- (6) Clustered Single-Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
- (7) A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- (8) Attached or detached private garages (3 cars maximum).
- (9) Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- (10) Public Open Space.
- (11) Public and private schools and related administrative facilities for elementary and secondary education.
- (12) Private recreational and park uses, country clubs, recreational facilities, including but not limited to tennis courts, swimming pools and jogging, riding, hiking, and biking trails.
- (13) Public parks, playgrounds, and other recreational areas.
- (14) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
- (15) All those uses permitted within the Parks, Open Space Land Use categories.

5. Uses Permitted by Special Review (except Uses by Special Review shall be prohibited in PA-44)

- a. Common recreation vehicle storage area.
- b. Buildings, garages, and utility stations related to emergency services, such as ambulance, fire, police, and rescue.

- c. Neighborhood public service, health, and education facilities, such as community centers, libraries, and museums.
- d. Child Care Centers.
- e. Small animal veterinary clinics with no outside facilities.

6. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

7. Development Standards

- a. **Floor/Area Ratio.**
The maximum floor-area ratio for each development tract: Within the Mixed-Use Planning Areas shall be six tenths (.60) to one (1).
- b. **Maximum Number of Dwelling Units.** The maximum density allowed for all Planning Areas designated as Mixed Use is 22 dwelling units per acre. Density adjustments and variations as described in Section I, Part C. cannot be used to increase the maximum allowed density within a Mixed-Use District, unless the request is processed as a Major Amendment to the Development Plan and Guide.
- c. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:
 - Building front 0 feet
 - Building side 0 feet
 - Building rear 0 feet
- d. **Building Setback: Residential.** For residential components within Mixed Use (MU) zoning, the building setback standards outlined in the Townhome/Patio Home (THE) Land Use Category shall apply. For Multi-family Dwelling Units, the setbacks shall be:
 - Building front 0 feet
 - Building side 0 feet
 - Building rear 4 feet from alley
 - Building rear 0 feet
- e. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
- f. **Building Height.**
 - i) Buildings or structures in Mixed Use Planning Areas are permitted up to 45 feet in height without special review and up to 50 feet in height with Special Review.
 - ii) However, in Planning Areas 9, 12, 14, 35, 36, 43, and 44, buildings or structures are permitted up to 50 feet in height without Special Review and up to 60 feet in height with Special Review.

- g. **Minimum Lot Size:** The minimum lot size for Townhome Dwelling Units in the MU Mixed Use Planning Areas shall be one-thousand two hundred fifty (1,250) square feet with a width not less than twenty (20) feet.

I. Commercial Use Areas

1. Intent

To provide for a broad range of retail goods and services, business, and professional services

There are two areas of the PD Plan that are designated as Commercial. One is located at the southeast corner of Chambers Road and Stroh Road and one is located at the southwest corner of Chambers Road and Stroh Road. These Commercial Planning areas are anticipated to develop as commercial; retail, offices, and service uses.

2. Uses Permitted by Right in the Commercial Planning Areas 3 and 4

Planning Director Determination for and Unlisted Use: If an unlisted use is proposed, the Planning Director shall determine the appropriate designation of a specific use type by considering potential impacts of the use including the nature and compatibility of the use and whether it includes dwellings, sales, processing, or storage and typical operations, employment characteristics, nuisances, and requirements for public services and utilities.

a. Public, Institutional, and Civic Uses

- (1) Community and Cultural
 - a. Community Facilities including Outdoor Recreational Facilities
 - b. Commercial Day Care Facility
 - c. Public Safety Facility
 - d. Parks and Open Space
- (2) Educational Facilities
- (3) Healthcare Facilities
 - Medical and Dental Clinics

b. Commercial Uses

- (1) Veterinary Clinic and Hospital
- (2) Retail and Service Commercial

c. Recreation and Entertainment

- (1) Indoor and Outdoor Recreational Facilities
- (2) Indoor and Outdoor Entertainment Facilities

d. Food and Beverage Services

- (1) Bar and Lounge
- (2) Microbrewery, Cidery, Distillery or Winery
- (3) Restaurant with or without:
 - a. Drive through facilities
 - b. Liquor Sales
 - c. Indoor and Outdoor Seating

- e. **Office, Business and Professional Services**
 - (1) Administrative, Professional and Government Offices
 - (2) Automated Teller Machines (Stand Alone or associated with a Financial Institution)
 - (3) Financial Institution with or without Drive through Facilities
 - (4) Research and Development
 - (5) Development Sales and Marketing Center
- f. **Personal Services**
 - (1) Self Service Laundry
 - (2) Personal Instruction or Studio
 - (3) Person Service, General
 - (4) Health Clubs
- g. **Retail Sales**
 - (1) Building Materials and Supplies including outdoor greenhouse sales (Outdoor display is limited to 25% of the gross floor area of the principal building)
 - (2) General Retail (any size and product)
 - (3) Outdoor Sales and display as an accessory use
 - (4) Convenience Retail Shopping Facility
 - (5) Temporary/Seasonal Outdoor Markets
- h. **Lodging Facilities**
 - (1) Bed and Breakfast
 - (2) Hotel/Motel
- i. **Transportation, Vehicles and Equipment**
 - (1) Automotive Fuel Service and Sales with or without:
 - i. Car wash
 - ii. Convenience Retail
 - iii. Parts and tire sales
 - (2) Automotive repair (minor)
 - (3) Standalone car wash
- 3. **Uses Permitted by Special Review**
 - (1) Outdoor Recreational Facilities
 - (2) Outdoor Entertainment Facilities
- 4. **Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170**
Shall also include utility facilities and well sites.
- 5. **Development Standards**
 - a. **Floor/Area Ratio.** The maximum floor-area ratio for each development tract within the Commercial: None
 - b. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:
 - Building front 10 feet

Building side 0 feet
Building rear 10 feet

- c. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
- d. **Building Height:** Buildings or structures in the Commercial Planning Areas 3 and 4 are permitted up to 60 feet in height.
- e. **Minimum Lot Size:** None.

I. Fire Station

Intent

PA-45 is intended to be a future Fire Station location. If this site is not selected/constructed as a Fire Station, this Planning Area (PA-45) can only be used for the commercial uses allowed within the Mixed Use (MU) designation, excluding residential uses, and excluding uses allowed by special review. The Mixed Use (MU) Development Standards shall apply if not developed as a Fire Station, as provided herein.

J. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods. Parks to include pocket parks, neighborhood parks and regional parks.

2. Park Designations

- a. Pocket
- b. Neighborhood
- c. Community
- d. Regional

3. Development Criteria for parks

- a. Pocket Park
 - (1) Refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140(c)(9) Design criteria for parks, trails, and open space.
 - (2) Size: $\frac{1}{4}$ to $\frac{1}{2}$ acre
 - (3) Location/Orientation: Centrally located within the residential development and/or easily accessible by residents without the use of vehicles. A 5-10-minute walking distance
 - (4) Frontage: Required on one, preferred two or more local streets.
 - (5) Minimum development features and/or amenities: Turf and landscape plantings to provide shade over at least 15% of the area, benches in shade and sun, bike racks and trash receptacles. Optional features: a small shade structure, small playground and/or small-scale tot-lot, picnic tables, minimal signage, security lighting.

b. Neighborhood Park

- (1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools
- (2) Size: Determined by Town Council, refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140(c)(2)(c). A minimum of 3 acres in size.
- (3) Location/Orientation: Within an immediate neighborhood with a $\frac{1}{4}$ to $\frac{1}{2}$ mile service radius. Neighborhood parks shall serve as an extension of the neighborhood around them. They shall be a social and recreation focal point. Interconnected to trails/sidewalks low-volume streets within walking/biking distance of most users.
- (4) Frontage: High visibility to surrounding local streets. On street parking
- (5) Minimum development features and/or amenities: 50%/50% split between active and passive recreational uses. Active recreational features may include: a children's playground, unobstructed open play areas for practice or pick-up games and low impact recreation options such as bocce ball and/or horseshoes. Other amenities should include picnic shelters, internal trails, benches, trash receptacles, bike racks, public art, signage, and security lighting.

c. Community Park

- (1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools
- (2) Size: Determined by Town Council, refer the Town of Parker Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space, and schools, specifically Section 13.07.140 (c)(2)(c). A minimum of 10 acres in size.
- (3) Location/Orientation: Within an immediate neighborhood with a 2.5 - mile service area. Located adjacent to open space, a community facility such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.
- (4) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.
- (5) Development features and/or amenities: Lighted sports fields, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, permanent rest room facility, security lighting, signage, large play structures, game courts, disc golf, climbing wall, skate park and/or other similar popular activities, jogging trails, informal ball fields for youth play, low impact recreation options such as bocce ball and/or horseshoes, parking lots, an area for outdoor farmer's markets and/or outdoor concerts.

d. Regional Park

- (1) Size: A minimum of 100 acres in size.
- (2) Location/Orientation: Located to service the community within a distance of a 6 mile radius, adjacent to open space, a community facility

such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.

- (3) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.
- (4) Development features and/or amenities: A community activity center that includes sports fields and courts, multiuse fields that are both lighted and unlighted, tennis courts, basketball court, rest room building, concession building, play structures for the 2-5 yrs. of age and separate play structures for 5-12 yrs. of age, walkways and trails, parking lots, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, security lighting, signage, jogging trails, low impact recreation options such as bocce ball and/or horseshoes.

4. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Free standing light fixtures 14' and under.

5. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

6. Development Standards

- a. **Building Setback- Street.** The minimum building setback from any public street right-of-way line shall be:
Building front 25 feet
Building side 20 feet
Building rear 25 feet
- b. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet, or
 - ii) shall be governed by the applicable building code.
- c. **Building Height.** No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet

K. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define, and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.

- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks
- d. Community Gardens
- e. Drainage Facilities
- f. Picnic shelters.
- g. Frisbee golf
- h. Recreation Center with associated parking and outdoor recreational amenities
- i. Observation platforms/overlook
- k. Interpretive Signage or elements
- l. Fitness incline/challenge steps
- m. Nature play features
- n. Dog waste station
- o. Trash receptacles
- p. Outdoor nature classroom
- q. Programmable indoor or outdoor space

3. Development Standards

- a. **Building Setback-Street.** The minimum building setback from any public street right-of-way line shall be:
 Building front 25 feet
 Building side 15 feet
 Building rear 25 feet
- b. **Building Separation.** The minimum building or structure separation shall be the greater of:
 i) twenty (20) feet or
 ii) shall be governed by the applicable building code.
- c. **Building Height.** No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

L. Trails

The Development Plan depicts trail connections through open spaces and buffer areas and makes connections to off-site trails.

Trail connections through development parcels are anticipated. These trail connections shall be made in subsequent phases of the Town of Parker's entitlement process.

The Development Plan indicates the number of trail connections, but the exact locations will be determined in latter phases of the entitlement process. These trail connections include:

- 1. A trail connection along the southern edge of the property adjacent to (PA 22, 23, 24, 25 and 33).
- 2. One trail connection along the west property line.
- 3. Trail connections from the east-west drainage in the center of the site (Brandy Gulch) to the trail along Lemon Gulch and Oak Gulch.
- 4. One trail connection from the Crowfoot Valley buffer to the MU Planning area through Planning Areas 37.
- 5. Special Trail Requirements.
 - a. Future Builders of Planning Areas 22, 23, 24, 25 and 33 are advised that trail connections between Planning Areas 23 and 24 will be designed in conjunction

with subdivision proposals upon these planning areas. This interconnection is intended to connect from the trail along the Hess Ranch southerly boundary, , ultimately to the regional trail in Brandy Gulch located north of Planning Areas 18, 19, 20, 21, and 32; and the regional trail along the Oak Gulch drainage located east of Planning Areas 1, 30, and 26. This trail segment will be designed and constructed by the developer or future builders for the above designated Planning Areas and secured as part of Subdivision Improvement Agreement for residential filings upon these specified Planning Areas.

Similarly, the developer or future builders of Planning Areas 2, 7, 8, 9, 11,12, and 13 are advised that each filing will be required to contribute a pro-rata share for the cost of constructing an internal trail within the open space corridor which abuts all these planning areas. This contribution will be determined at the time of Final Plat for each planning area and specified In the Subdivision Improvement Agreement for each planning area.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

A. General

As stated in Section III, Land Use Regulations, the maximum number of dwelling units permitted within each residential planning area shall not exceed 120% of the units shown on the Development Plan for each individual Planning Area. However, regardless of the unit count in each Planning Area, in no case will the total unit count of Planning Areas collectively exceed 3,379 units.

B. Lone Tree Intergovernmental Agreement

At the time of the Town Council's approval of this Development Plan and Guide, Planning Areas designated as SFe, SFF and SFg were within an area that was regulated by an Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015, the IGA expired. The day after, September 6, 2015 the cumulative number of dwelling units allowed for Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

C. Douglas County Intergovernmental Agreement

1. In the southern part of Anthology, now "Hess Ranch", in an effort to preserve the rural roadside character of Crowfoot Valley Road, it will be necessary to maintain an average buffer area along Crowfoot Valley Road of 300', adjacent to Planning Areas 34 and 40, as represented on the Hess Ranch Development Plan. This buffer, whose intent is to screen and soften highly visible areas, should include enhanced landscape (greater density of planting as opposed to open space areas, palette of predominantly native plant materials), earth berming, and if necessary, open and transparent fencing, to visually minimize development Impact.
2. The rural character of Crowfoot Valley Road shall be reflected in the development of this corridor, including:
 - a. The average 300' buffer between the adjacent residential development and Crowfoot shall be respected and the landscape in this buffer shall consist of earth berming, open

and transparent fencing with a palette of plant materials that enhances and augments the existing and native landscape, as described in section 2, above.

- b. Minimize the negative visual impact of parking areas through orientation parallel to and away from Crowfoot Valley Road, landscape screening and/or berming, and the presence of landscaped islands and planting strips within parking lots themselves to reduce the perceived sizes of the parking lot.
- c. Screening of dumpster and service areas throughout the Mixed-Use Center through landscape and/or architectural elements.
- d. Architecture that is articulated or enhanced on those sides that face Crowfoot Valley Road.

- D. **Minimum Lot Size for Townhome Dwelling Units:** The minimum lot size for Townhome Dwelling Units (TDUs) shall be 1,500 square feet with a width not less than 20-feet in all Planning Areas where TDUs are a Use Permitted by Right except for Residential Planning Area 5 and MU Mixed Use Planning Areas 3, 4, 12, 14, 35, 36, 43 and 44.
- E. **Minimum Lot Size for Duplex Dwelling Units:** The minimum lot size for Duplex Dwelling Units shall be 2,100 square feet with a width not less than 20-feet.

I. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for HESS Ranch Development, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the HESS RANCH DEVELOPMENT PLAN AND GUIDE together with everything shown thereon and all amendments thereto.

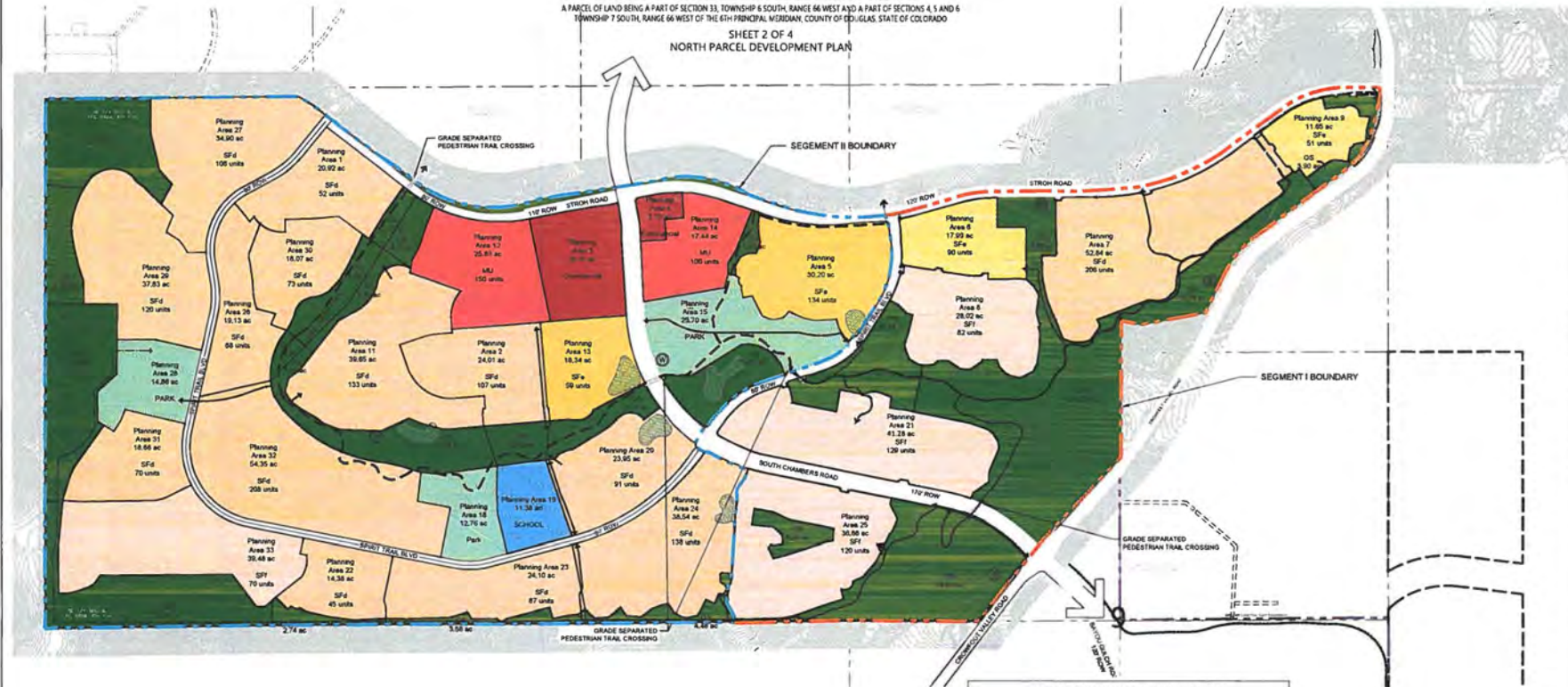
B. Effect of Recorded Plan

The approval by Ordinance of the HESS RANCH DEVELOPMENT PLAN AND GUIDE by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 3 NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 4
NORTH PARCEL DEVELOPMENT PLAN



Reception Number: 2019055890

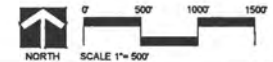
NORTH PARCEL - SEGMENT I - PD AMENDMENT NO. 2 - AS RECORDED SEPTEMBER 4, 2019

Parcel #	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
6	SF-d	27.99	5.00	90
7	SF-d	52.84	4.50	206
8	SF-d	28.02	3.20	82
9	SF-e	11.65	5.00	51
21	SF-d	41.28	3.20	129
25	SF-d	36.65	3.20	100
SUBTOTAL		186.84		678
Open Space		136.25		
Right of Way		28.67		
AMENDMENT SUBTOTAL		353.86		

NORTH PARCEL - SEGMENT 2 - PD AMENDMENT NO. 3				
Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
3	SF-d	20.92	4.50	52
7	SF-d	24.01	4.50	107
9	Commercial	20.50		
4		9.70		
5	SF-e	30.20	5.00	134
10				
11	SF-d	23.65	5.00	132
12	MU	25.88	22.00	150
13	SF-d	18.34	5.00	78
14	MU	17.44	22.00	100
15	PARK	25.70		
16				
18	PARK	12.76		
19	SCHOOL	11.38		
20	SF-d	23.95	4.50	91
22	SF-d	14.38	4.50	45
23	SF-d	24.10	4.50	87
24	SF-d	28.54	4.50	118
26	SF-d	19.13	4.50	68
27	SF-d	14.90	4.50	106
28	PARK	14.86		
29	SF-d	17.84	4.50	120
30	SF-d	18.07	4.50	73
31	SF-d	18.86	4.50	70
32	SF-d	54.15	4.50	208
33	SF-d	19.48	3.20	70
SUBTOTAL		588.54		1,813
Open Space		149.02		
Right of Way		44.43		
TOTAL		783.99		1,813

LEGEND

- North Parcel Segment II Boundary
- North Parcel Segment I Boundary
- South Parcel Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Stabilized Earth Trail
- Detention Pond
- 100 Year Floodplain - FEMA Zone A
- Well Site



NO.	REVISION	DATE	BY
1	1st SUBMITTAL	04-10-2020	-
2	2nd SUBMITTAL	06-05-2020	-
3	3rd SUBMITTAL	10-15-2020	-
4	4th SUBMITTAL	10-22-2020	-
5	5th SUBMITTAL	11-03-2020	-

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 3 NORTH PARCEL DEVELOPMENT PLAN

Developer
Front Range Communities
4100 E. Wadsworth Ave. #500
Denver, CO 80246
303.748.5466

Chief Engineer
EMK Consultants
7006 S. Allen Way, Bldg. F
Centennial, CO 80112
303.884.1520

Planner / Landscape Architect
The Henry Design Group
1501 Wadsworth St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 11-03-2020
JOB NO.:
DRAWN BY:
APPROVED BY:
CADD FILE:

SHEET 2

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 3 NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 64 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 4
PROPOSED PLANNING AREAS

LEGEND

- North Parcel Segment II Boundary
- North Parcel Segment I Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Stabilized Earth Trail
- Detection Pond
- 100 Year Floodplain - FEMA Zone A
- Well Site



NORTH PARCEL - SEGMENT 2 - PD AMENDMENT NO. 3

Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Code)	DU (Shown on Plan)
1	SF	20.92	4.50	92
2	SF	24.01	4.50	107
3	Commercial	20.30		
4	Commercial	1.10		
5	SF	30.20	5.50	134
10	SF	29.60	5.50	133
11	MU	25.89	22.00	670
12	SF	18.34	5.00	81
13	SF	17.44	22.00	290
14	Park	25.70		
15	Park	12.76		
16	Park	11.38		
17	SF	23.95	4.50	107
18	SF	14.38	4.50	65
19	SF	24.01	4.50	107
20	SF	38.54	4.50	173
21	SF	19.13	4.50	87
22	SF	14.38	4.50	65
23	SF	14.38	4.50	65
24	SF	14.38	4.50	65
25	SF	14.38	4.50	65
26	SF	14.38	4.50	65
27	SF	14.38	4.50	65
28	SF	14.38	4.50	65
29	SF	14.38	4.50	65
30	SF	14.38	4.50	65
31	SF	14.38	4.50	65
32	SF	14.38	4.50	65
33	SF	14.38	4.50	65
SUBTOTAL		588.54		3,813
Open Space		149.02		
Right of Way		44.41		
TOTAL		781.97		3,813

0' 300' 600' 900'
NORTH SCALE 1" = 300'

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 3 NORTH PARCEL DEVELOPMENT PLAN

Developer:
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.744.5466



City Engineer
EMK Consultants
7506 S. Allen Way, Bldg. F
Centennial, CO 80112
303.884.1120



Planner / Landscape Architect
The Henry Design Group
1501 W. 1st St., Suite 110
Denver, CO 80202
303.441.2368

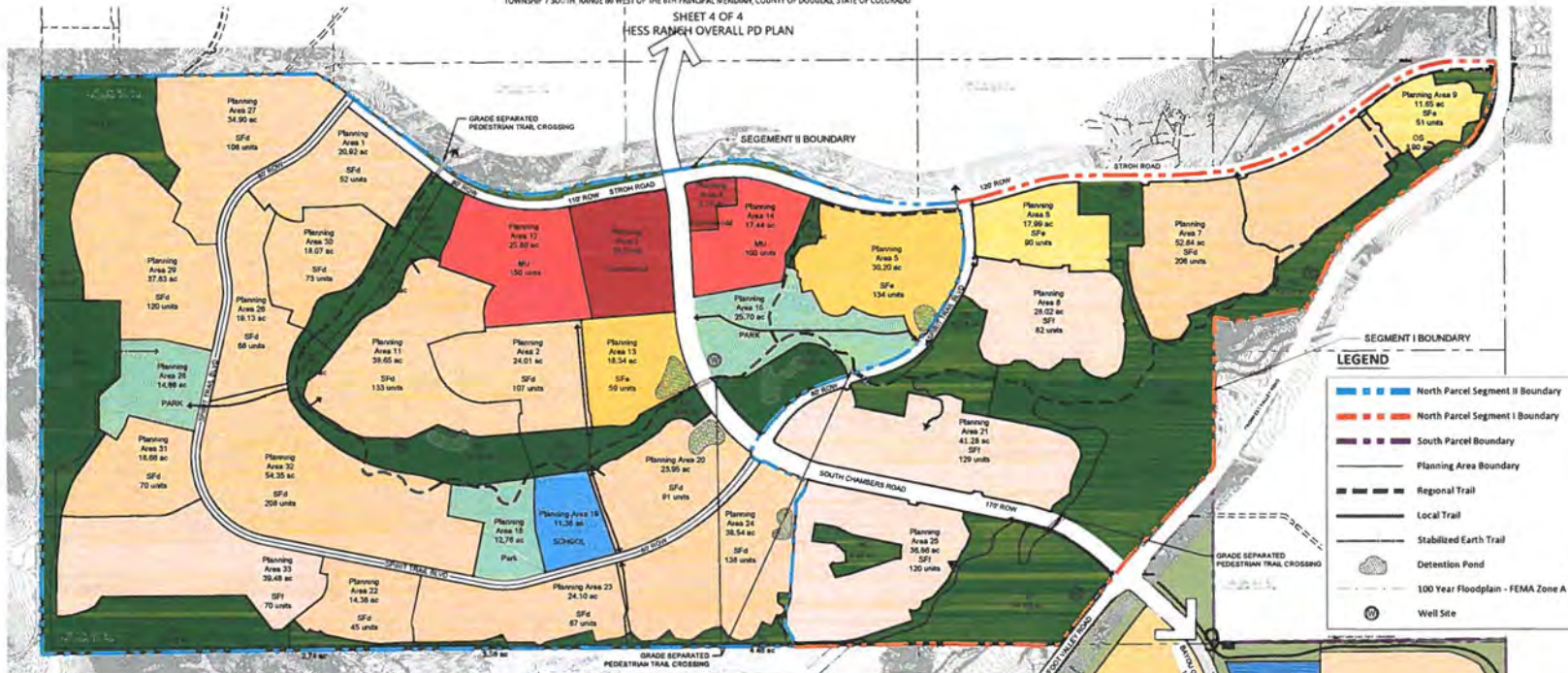
Henry design group

DATE: 11-02-2018
JOB NO.:
DRAWN BY:
APPROVED:
CADD FILE:

HESS RANCH PLANNED DEVELOPMENT AMENDMENT NO. 3 NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 4 OF 4
HESS RANCH OVERALL PD PLAN



Reception Number: 2019076072

Parcel #	Land Use	Gross Acres	Proposed Density	Net Acres (Min.)	Net Acres (Max.)	Units
1	SP	49.1	4.1	11.9	18.0	180
2	SP	1.9	4.1	0.5	0.8	32
3	SP	12.7	4.1	3.1	5.2	132
4	SP	11.1	4.1	2.8	4.6	116
5	SP	40.4	4.1	10.7	17.4	180
6	SP	20.1	4.1	5.1	8.2	92
7	SP	20.2	4.1	5.1	8.2	92
8	SP	17.1	4.1	4.3	7.0	80
9	SP	17.1	4.1	4.3	7.0	80
10	SP	17.1	4.1	4.3	7.0	80
11	SP	17.1	4.1	4.3	7.0	80
12	SP	17.1	4.1	4.3	7.0	80
13	SP	17.1	4.1	4.3	7.0	80
14	SP	17.1	4.1	4.3	7.0	80
15	SP	17.1	4.1	4.3	7.0	80
16	SP	17.1	4.1	4.3	7.0	80
17	SP	17.1	4.1	4.3	7.0	80
18	SP	17.1	4.1	4.3	7.0	80
19	SP	17.1	4.1	4.3	7.0	80
20	SP	17.1	4.1	4.3	7.0	80
21	SP	17.1	4.1	4.3	7.0	80
22	SP	17.1	4.1	4.3	7.0	80
23	SP	17.1	4.1	4.3	7.0	80
24	SP	17.1	4.1	4.3	7.0	80
25	SP	17.1	4.1	4.3	7.0	80
26	SP	17.1	4.1	4.3	7.0	80
27	SP	17.1	4.1	4.3	7.0	80
28	SP	17.1	4.1	4.3	7.0	80
29	SP	17.1	4.1	4.3	7.0	80
30	SP	17.1	4.1	4.3	7.0	80
31	SP	17.1	4.1	4.3	7.0	80
32	SP	17.1	4.1	4.3	7.0	80
33	SP	17.1	4.1	4.3	7.0	80
34	SP	17.1	4.1	4.3	7.0	80
35	SP	17.1	4.1	4.3	7.0	80
36	SP	17.1	4.1	4.3	7.0	80
37	SP	17.1	4.1	4.3	7.0	80
38	SP	17.1	4.1	4.3	7.0	80
39	SP	17.1	4.1	4.3	7.0	80
40	SP	17.1	4.1	4.3	7.0	80
41	SP	17.1	4.1	4.3	7.0	80
42	SP	17.1	4.1	4.3	7.0	80
43	SP	17.1	4.1	4.3	7.0	80
44	SP	17.1	4.1	4.3	7.0	80
45	SP	17.1	4.1	4.3	7.0	80
46	SP	17.1	4.1	4.3	7.0	80
47	SP	17.1	4.1	4.3	7.0	80
48	SP	17.1	4.1	4.3	7.0	80
49	SP	17.1	4.1	4.3	7.0	80
50	SP	17.1	4.1	4.3	7.0	80
51	SP	17.1	4.1	4.3	7.0	80
52	SP	17.1	4.1	4.3	7.0	80
53	SP	17.1	4.1	4.3	7.0	80
54	SP	17.1	4.1	4.3	7.0	80
55	SP	17.1	4.1	4.3	7.0	80
56	SP	17.1	4.1	4.3	7.0	80
57	SP	17.1	4.1	4.3	7.0	80
58	SP	17.1	4.1	4.3	7.0	80
59	SP	17.1	4.1	4.3	7.0	80
60	SP	17.1	4.1	4.3	7.0	80
61	SP	17.1	4.1	4.3	7.0	80
62	SP	17.1	4.1	4.3	7.0	80
63	SP	17.1	4.1	4.3	7.0	80
64	SP	17.1	4.1	4.3	7.0	80
65	SP	17.1	4.1	4.3	7.0	80
66	SP	17.1	4.1	4.3	7.0	80
67	SP	17.1	4.1	4.3	7.0	80
68	SP	17.1	4.1	4.3	7.0	80
69	SP	17.1	4.1	4.3	7.0	80
70	SP	17.1	4.1	4.3	7.0	80
71	SP	17.1	4.1	4.3	7.0	80
72	SP	17.1	4.1	4.3	7.0	80
73	SP	17.1	4.1	4.3	7.0	80
74	SP	17.1	4.1	4.3	7.0	80
75	SP	17.1	4.1	4.3	7.0	80
76	SP	17.1	4.1	4.3	7.0	80
77	SP	17.1	4.1	4.3	7.0	80
78	SP	17.1	4.1	4.3	7.0	80
79	SP	17.1	4.1	4.3	7.0	80
80	SP	17.1	4.1	4.3	7.0	80
81	SP	17.1	4.1	4.3	7.0	80
82	SP	17.1	4.1	4.3	7.0	80
83	SP	17.1	4.1	4.3	7.0	80
84	SP	17.1	4.1	4.3	7.0	80
85	SP	17.1	4.1	4.3	7.0	80
86	SP	17.1	4.1	4.3	7.0	80
87	SP	17.1	4.1	4.3	7.0	80
88	SP	17.1	4.1	4.3	7.0	80
89	SP	17.1	4.1	4.3	7.0	80
90	SP	17.1	4.1	4.3	7.0	80
91	SP	17.1	4.1	4.3	7.0	80
92	SP	17.1	4.1	4.3	7.0	80
93	SP	17.1	4.1	4.3	7.0	80
94	SP	17.1	4.1	4.3	7.0	80
95	SP	17.1	4.1	4.3	7.0	80
96	SP	17.1	4.1	4.3	7.0	80
97	SP	17.1	4.1	4.3	7.0	80
98	SP	17.1	4.1	4.3	7.0	80
99	SP	17.1	4.1	4.3	7.0	80
100	SP	17.1	4.1	4.3	7.0	80
Subtotal		100.0		25.0	40.0	400

Reception Number: 2019055890

Parcel #	Land Use	Acres	Max. Density	Units
1	SP	17.99	4.00	160
2	SP	12.84	4.00	115
3	SP	20.52	4.00	185
4	SP	11.50	4.00	100
5	SP	41.28	4.00	370
6	SP	30.86	4.00	278
Subtotal		135.99		1208
Open Space		18.97		
Right of Way		18.97		
Subtotal		173.93		1208

NORTH PACIFIC - SEGMENT 2 - PD AMENDMENT NO. 3					
Planning Area	Land Use	Gross Acres	Max. Density (per Acre, Gated)	Net Acres	Units (Shallow on Plan)
1	SP	20.92	4.00	5.2	47
2	SP	24.82	4.00	10.7	96
3	Commercial	20.92	4.00	5.2	47
4	SP	4.76			
5	SP	20.92	4.00	5.2	47
6	SP				
11	SP	20.61	4.00	5.1	47
12	SP	17.87	4.00	4.5	40
13	SP	14.84	4.00	3.7	33
14	SP	17.44	4.00	4.4	40
15	SP	22.26			
16	SP				
17	SP	12.76			
18	SP				
19	SP		4.00	5.0	50
20	SP	14.84	4.00	4.4	40
21	SP	17.87	4.00	4.5	40
22	SP	16.36	4.00	4.1	37
23	SP	18.11	4.00	4.5	40
24	SP	14.84	4.00	4.4	40
25	SP	14.84	4.00	4.4	40
26	SP	17.87	4.00	4.5	40
27	SP	17.87	4.00	4.5	40
28	SP	17.87	4.00	4.5	40
29	SP	17.87	4.00	4.5	40
30	SP	17.87	4.00	4.5	40
31	SP	17.87	4.00	4.5	40
32	SP	17.87	4.00	4.5	40
33	SP	17.87	4.00	4.5	40
34	SP	17.87	4.00	4.5	40
35	SP	17.87	4.00	4.5	40
36	SP	17.87	4.00	4.5	40
37	SP	17.87	4.00	4.5	40
38	SP	17.87	4.00	4.5	40
39	SP	17.87	4.00	4.5	40
40	SP	17.87	4.00	4.5	40
41	SP	17.87	4.00	4.5	40
42	SP	17.87	4.00	4.5	40
43	SP	17.87	4.00	4.5	40
44	SP	17.87	4.00	4.5	40
45	SP	17.87	4.00	4.5	40
46	SP	17.87	4.00	4.5	40
47	SP	17.87	4.00	4.5	40
48	SP	17.87	4.00	4.5	40
49	SP	17.87	4.00	4.5	40
50	SP	17.87	4.00	4.5	40
51	SP	17.87	4.00	4.5	40
52	SP	17.87	4.00	4.5	40
53	SP	17.87	4.00	4.5	40
54	SP	17.87	4.00	4.5	40
55	SP	17.87	4.00	4.5	40
56	SP	17.87	4.00	4.5	40
57	SP	17.87	4.00	4.5	40
58	SP	17.87	4.00	4.5	40
59	SP	17.87	4.00	4.5	40
60	SP	17.87	4.00	4.5	40
61	SP	17.87	4.00	4.5	40
62	SP	17.87	4.00	4.5	40
63	SP	17.87	4.00	4.5	40
64	SP	17.87	4.00	4.5	40
65	SP	17.87	4.00	4.5	40
66	SP	17.87	4.00	4.5	40
67	SP	17.87	4.00	4.5	40
68	SP	17.87	4.00	4.5	40
69	SP	17.87	4.00	4.5	40
70	SP	17.87	4.00	4.5	40
71	SP	17.87	4.00	4.5	40
72	SP	17.87	4.00	4.5	40
73	SP	17.87	4.00	4.5	40
74	SP	17.87	4.00	4.5	40
75	SP	17.87	4.00	4.5	40
76	SP	17.87	4.00	4.5	40
77	SP	17.87	4.00	4.5	40
78	SP	17.87	4.00	4.5	40
79	SP	17.87	4.00	4.5	40
80	SP	17.87	4.00	4.5	40
81	SP	17.87	4.00	4.5	40
82	SP	17.87	4.00	4.5	40
83	SP	17.87	4.00	4.5	40
84	SP	17.87	4.00	4.5	40
85	SP	17.87	4.00	4.5	40
86	SP	17.87	4.00	4.5	40
87	SP	17.87	4.00	4.5	40
88	SP	17.87	4.00	4.5	40
89	SP	17.87	4.00	4.5	40
90	SP	17.87	4.00	4.5	40
91	SP	17.87	4.00	4.5	40
92	SP	17.87	4.00	4.5	40
93	SP	17.87	4.00	4.5	40
94	SP	17.87	4.00	4.5	40
95	SP	17.87	4.00	4.5	40
96	SP	17.87	4.00	4.5	40
97	SP	17.87	4.00	4.5	40
98	SP	17.87	4.00	4.5	40
99	SP	17.87	4.00	4.5	40
100	SP	17.87	4.00	4.5	40
101	SP	17.87	4.00	4.5	40
102	SP	17.87	4.00	4.5	40
103	SP	17.87	4.00	4.5	40
104	SP	17.87	4.00	4.5	40
105	SP	17.87	4.00	4.5	40
106	SP	17.87	4.00	4.5	40
107	SP	17.87	4.00	4.5	40
108	SP	17.87	4.00	4.5	40
109	SP	17.87	4.00	4.5	40
110	SP	17.87	4.00	4.5	40
111	SP	17.87	4.00	4.5	40
112	SP	17.87	4.00	4.5	40
113	SP	17.87	4.00	4.5	40
114	SP	17.87	4.00	4.5	40
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116	SP	17.87	4.00	4.5	40
117	SP	17.87	4.00	4.5	40
118	SP	17.87	4.00	4.5	40
119	SP	17.87	4.00	4.5	40
120	SP	17.87	4.00	4.5	40
121	SP	17.87	4.00	4.5	40
122	SP	17.87	4.00	4.5	40
123	SP	17.87	4.00	4.5	40
124	SP	17.87	4.00	4.5	40
125	SP	17.87	4.00	4.5	40
126	SP	17.87	4.00	4.5	40
127	SP	17.87	4.00	4.5	40
128	SP	17.87	4.00	4.5	40
129	SP	17.87	4.00	4.5	40
130	SP	17.87	4.00	4.5	40
131	SP	17.87	4.00	4.5	40
132	SP	17.87	4.00	4.5	40
133	SP	17.87	4.00	4.5	40
134	SP	17.87	4.00	4.5	40
135	SP	17.87	4.00	4.5	40
136	SP	17.87	4.00	4.5	40
137	SP	17.87	4.00	4.5	40
138	SP	17.87	4.00	4.5	40
139	SP	17.87	4.00	4.5	40
140	SP	17.87	4.00	4.5	40
141	SP	17.87	4.00	4.5	40
142	SP	17.87	4.00	4.5	40
143	SP	17.87	4.00	4.5	40
144	SP	17.87	4.00	4.5	40
145	SP	17.87	4.00	4.5	40
146	SP	17.87	4.00	4.5	40
147	SP	17.87	4.00	4.5	40
148	SP	17.87	4.00	4.5	40
149	SP	17.87	4.00	4.5	40
150	SP	17.87	4.00	4.5	40
151	SP	17.87	4.00	4.5	40
152	SP	17.87	4.00	4.5	40
153	SP	17.87	4.00	4.5	40
154	SP	17.87	4.00	4.5	40
155	SP	17.87	4.00	4.5	40
156	SP	17.87	4.00	4.5	40
157	SP	17.87	4.00	4.5	40
158	SP	17.87	4.00	4.5	40
159	SP	17.87	4.00	4.5	40
160	SP	17.87	4.00	4.5	40
161	SP	17.87	4.00	4.5	40
162	SP	17.87	4.00	4.5	40
163	SP	17.87	4.00	4.5	40
164	SP	17.87	4.00	4.5	40
165	SP	17.87	4.00	4.5	40
166	SP	17.87	4.00	4.5	40
167	SP	17.87	4.00	4.5	40
168	SP	17.87	4.00	4.5	40
169	SP	17.87	4.00	4.5	40
170	SP	17.87	4.00	4.5	40
171	SP	17.87	4.00	4.5	40
172	SP	17.87	4.00	4.5	40
173	SP	17.87	4.00	4.5	40
174	SP	17.87	4.00	4.5	40
175	SP	17.87	4.00	4.5	40
176	SP	17.87	4.00	4.5	40
177	SP	17.87	4.00	4.5	40
178	SP	17.87	4.00	4.5	40
179	SP	17.87	4.00	4.5	40
180	SP	17.87	4.00	4.5	40
181	SP	17.87	4.00	4.5	40
182	SP	17.87	4.00	4.5	40
183	SP	17.87	4.00	4.5	40
184	SP	17.87	4.00	4.5	40
185	SP	17.87	4.00	4.5	40
186	SP	17.87	4.00	4.5	40
187	SP	17.87	4.00	4.5	40
188	SP	17.87	4.00	4.5	40
189	SP	17.87	4.00	4.5	40
190	SP	17.87	4.00	4.5	40
191	SP	17.87	4.00	4.5	40
192	SP	17.87	4.00	4.5	40
193	SP	17.87	4.00	4.5	40
194	SP	17.87	4.00	4.5	40
195	SP	17.87	4.00	4.5	40
196	SP	17.87	4.00	4.5	40
197	SP	17.87	4.00	4.5	40
198	SP	17.87	4.00	4.5	40
199	SP	17.87	4.00	4.5	40
200	SP	17.87	4.00	4.5	40
201	SP	17.87	4.00	4.5	40
202	SP	17.87	4.00	4.5	40
203	SP	17.87	4.00	4.5	40
204	SP	17.87	4.00	4.5	40
205	SP	17.87	4.00	4.5	40
206	SP	17.87	4.00	4.5	40
207	SP	17.87	4.00	4.5	40
208	SP	17.87	4.00	4.5	40
209	SP	17.87	4.00	4.5	40
210	SP	17.87	4.00	4.5	40
211	SP	17.87	4.00	4.5	40
212	SP	17.87	4.00	4.5	40
213	SP	17.87	4.00	4.5	40
214	SP	17.87	4.00	4.5	40
215	SP	17.87	4.00	4.5	40
216	SP	17.87	4.00	4.5	40
217	SP	17.87	4.00	4.5	40
218	SP	17.87	4.00	4.5	40
219	SP	17.87	4.00	4.5	40
220	SP	17.87	4.00	4.5	40
221	SP	17.87	4.00	4.5	40
222	SP	17.87	4.00	4.5	40
223	SP	17.87	4.00	4.5	40
224	SP	17.87	4.00	4.5	40
225	SP	17.87	4.00	4.5	40
226	SP	17.87	4.00	4.5	40
227	SP	17.87	4.00	4.5	40
228	SP	17.87	4.00	4.5	40
229	SP	17.87	4.00	4.5	40
230	SP	17.87	4.00	4.5	40
231	SP	17.87	4.00	4.5	40
232	SP	17.87	4.00	4.5	40
233	SP	17.87	4.00	4.5	40
234	SP	17.87	4.00	4.5	40
235	SP	17.87	4.00	4.5	40
236	SP	17.87	4.00	4.5	40
237	SP	17.87	4.00	4.5	40
238	SP	17.87	4.00	4.5	40
239	SP	17.87	4.00	4.5	40
240	SP	17.87	4.00	4.5	40
241	SP	17.87	4.00	4.5	40
242	SP	17.87	4.00	4.5	40
243	SP	17.87	4.00	4.5	40
244	SP	17.87	4.00	4.5	40
245					



Request for Town Council Action

Date: November 16, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.162.4 – First Reading**
A Bill for an Ordinance to Amend the Second Amendment to the Olde Town at Parker Planned Development Guide and Plan, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Stacey Nerger
Trakit No.: Z20-013
Second Reading: December 7, 2020

EXECUTIVE SUMMARY

The subject property is located south of Mainstreet between Motsenbocker Road and Jordan Road adjacent to American Academy Charter School. The applicant's representative, Norris Design, is proposing an amendment to the Olde Town at Parker Planned Development (PD) zoning to permit single-family attached housing (townhomes) on an additional 12.16 acres.

This is the applicant's response to the Town Council denial of their previous PD zoning application in July 2020 for a residential development with single-family attached housing (townhomes) and multi-family housing (condominiums). They have revised their proposal by eliminating multi-family housing (condominiums).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Olde Town at Parker property was annexed into the Town in December 2000 with PD zoning that provided for 5.5 acres of commercial use and 595 residential units with parks, trails and open space. In 2003, the PD zoning was amended and a Sketch and Preliminary Plan was approved that enlarged the commercial Planning Area 1 (PA1) along Mainstreet to 13.35 acres.

The commercial use area includes an access drive and adjacent drainage pond on the eastern boundary of the new residential planning area that is proposed with this PD zoning amendment. The residential planning areas in the PD were reorganized at that time to create a central park and community center within the Olde Town community. The development of the western half of the PD ceased in 2008 with the Great Recession but has since been largely built-out. In 2017,

the applicant obtained Town Council approval to develop the eastern half of the Olde Town at Parker PD for single-family attached housing (town/paired homes) and detached single-family homes.

The proposed PD zoning amendment would add 12.16 unplatted acres located north of the original Olde Town at Parker to the community. The land would be organized into Planning Area 9 (PA9) and would permit single-family attached housing (townhomes) with a total yield of 122 units at a density of 10 units per acre. The two (2) commercial lots and the adjacent drainage pond are currently located in Planning Area 1 (PA1) and are designated as Commercial Center. This area will remain largely unchanged in terms of use with the exception of a 1.86 acre portion of the drainage pond mentioned above. This area will be redesigned and the drainage will be incorporated into the proposed Planning Area 9 (PA9).

The Olde Town at Parker PD zoning allows for a range of density from 3.65 to 16 dwelling units per acre. The PD zoning amendment will add a new planning area that is similar in density with existing residential planning areas in the Olde Town at Parker PD. The proposed PD zoning amendment contemplates a residential density that is within the range of allowed densities in Olde Town at Parker and is appropriate for single-family attached (townhome) housing. The applicant will be required to meet all landscaping, park and open space requirements set forth in the Land Development Ordinance.

On July 20, 2020, the Town Council held a public hearing for a PD zoning amendment for the subject property that proposed 48 single-family attached homes (townhomes) and 108 multi-family homes (condominiums). The Town Council denied the application based upon the failure to satisfy certain criteria for approval related to the proposed density of greater than 20 dwelling units and the proposed building height of 45-feet.

With this new PD zoning amendment application, the applicant is proposing a reduced residential density of 10 dwelling units per acre and a reduced maximum building height of 35-feet. Each of these standards is reduced from the prior PD zoning amendment application and also eliminates the prior proposal for multi-family residential housing (condominiums). The applicant has also held two (2) neighborhood meetings regarding the proposed PD zoning amendment.

Staff finds that the PD zoning amendment satisfies the nine (9) criteria for approval of a rezoning application as set forth in the Land Development Ordinance. It is consistent with the Parker 2035 Master Plan which identifies the area as Medium Density Residential and within a mixed-use Neighborhood Center. The project integrates commercial uses with adjacent residential and recreational uses through sidewalks and trails, creating a mixed-use neighborhood as envisioned by the Master Plan. Please see the Planning Commission staff report for additional information.

The Planning Commission will hold a public meeting to make a recommendation to the Town Council on November 12, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 3.162.4
2. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.162.4 on first reading and to schedule second reading for December 7, 2020, as part of the consent agenda.

ORDINANCE NO. 3.162.4, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE SECOND AMENDMENT TO THE OLDE TOWN AT PARKER PLANNED DEVELOPMENT GUIDE AND PLAN, PURSUANT TO THE 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 Second Amendment to the Olde Town at Parker Planned Development Guide and Plan that was approved by the Town Council on April 3, 2017, and recorded at Reception No. 2017023571 of the Office of the Douglas County Clerk and Recorder's Office, pursuant to the Parker Land Development Ordinance.

a. 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.

b. 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 1**, which is attached hereto and incorporated by this reference (the "Property"), have been satisfied.

Section 2. The Second Amendment to the Olde Town at Parker Planned Development Guide and Plan for the Property is hereby amended as provided in the "Third Amendment to the Olde Town at Parker Planned Development Guide and Plan," which is attached hereto as **Exhibit 2** and incorporated by this reference (the "Third Amendment"). The uses permitted for the Property are specifically described in the Third 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

September 4, 2020

Senderos Creek North Townhome Project

Exhibit 1: Legal Description of Olde Town at Parker Planned Development (PD)

Olde Town at Parker PD Amendment Legal Description

A PARCEL OF LAND IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 617, A DISTANCE OF 302.18 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2003092239 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES;

1. N03°27'57"E A DISTANCE OF 117.25 FEET;
2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
3. THENCE N00°20'54"W A DISTANCE OF 1016.14 FEET TO A POINT OF CURVATURE;
4. THENCE 137.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 874.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 137.27' FEET TO A POINT OF TANGENCY;
5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
6. THENCE 164.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 1044.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 163.97 FEET TO POINT OF TANGENCY;
7. THENCE N00°20'54"W A DISTANCE OF 296.99 FEET TO A POINT OF CURVATURE;

THENCE 78.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 90°03'52", A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS N44°41'02"E A DISTANCE OF 70.75 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAIN STREET AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2003092239;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1. N89°42'58"E A DISTANCE OF 363.74 FEET TO A POINT OF CURVATURE;
2. THENCE 278.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 10°30'50", A RADIUS OF 1516.39 FEET AND A CHORD WHICH BEARS N84°27'33"E A DISTANCE OF 277.87 FEET;
3. THENCE N10°47'52"W A DISTANCE OF 15.00 FEET;
4. THENCE 181.43 FEET ALONG THE ARC OF NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE 06°55'25", A RADIUS OF 1501.39 FEET AND A CHORD WHICH BEARS N75°44'25"E A DISTANCE OF 181.32 TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID NORTHERLY LINE, N89°42'58"E A DISTANCE OF 100.15 FEET;

THENCE N00°23'18"W A DISTANCE OF 2.02 FEET TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION, FILING NO. 2A AS RECORDED AT RECEPTION NO. 9306811;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING SIX (6) CONSECUTIVE COURSES;

1. N89°36'42"E A DISTANCE 258.06 FEET;
2. THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3. THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4. THENCE N89°30'01"E A DISTANCE OF 50.01 FEET;
5. THENCE N00°19'07"W A DISTANCE OF 27.27 FEET
6. THENCE N89°35'34"E A DISTANCE OF 233.63 FEET TO A POINT ON THE WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2013010637.

THENCE ALONG SAID WESTERLY LINE S00°24'26"E A DISTANCE OF 3.35 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF

682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1B-2 AS RECORDED AT RECEPTION NUMBER ;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF NORTH MOTSENBOCKER ROAD AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2017075212; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;

1. S00°02'02"E A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE;
2. THENCE 172.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD WHICH BEARS S08°25'08"E A DISTANCE OF 172.07 FEET TO A POINT OF TANGENCY;
3. THENCE S16°48'14"E A DISTANCE OF 30.84 FEET;
4. THENCE N72°41'42"E A DISTANCE OF 3.59 FEET;
5. THENCE S15°53'49"E A DISTANCE OF 301.80 FEET;
6. THENCE S10°18'46"E A DISTANCE OF 71.94 FEET;
7. THENCE S15°53'49"E A DISTANCE OF 79.96 FEET;
8. THENCE S16°36'56"E A DISTANCE OF 387.85 FEET TO A POINT OF CURVATURE;
9. THENCE 55.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 05°54'15" AND A CHORD WHICH BEARS S13°39'48"E A DISTANCE OF 55.11 FEET;
10. THENCE 20.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 02°15'37" AND A CHORD WHICH BEARS S01°48'01"E A DISTANCE OF 20.12 FEET TO A POINT OF TANGENCY;
11. THENCE S00°40'13"E A DISTANCE OF 598.66 FEET;
12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
13. THENCE 3.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 37°56'39" AND A CHORD WHICH BEARS S18°24'35"W A DISTANCE OF 3.25 FEET TO A POINT OF TANGENCY;
14. THENCE S37°22'55"W A DISTANCE OF 31.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID SOUTHERLY LINE, S89°26'16"W A DISTANCE OF 345.53 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 131, PAGE 102;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1. N00°40'14"W A DISTANCE OF 210.00 FEET;

2. THENCE S89°26'16"W A DISTANCE OF 2269.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JORDAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.
PARCEL CONTAINS 127.453 ACRES OR 5,551,834 SQUARE FEET MORE OR LESS.

EXHIBIT 2

Third Amendment to the OLDE TOWN AT PARKER Planned Development Guide and Plan A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Original: November 2, 2001
1st Amendment: August 27, 2003
2nd Amendment: April 3, 2017
3rd Amendment: December 7, 2020

Prepared by: Norris Design

PD Guide Index

Table of Contents

Introduction	5
A. Statement of Purpose.....	5
B. Definitions.....	6
C. Legislative Intent.....	6
D. Application	6
E. Authority	7
F. Adoption	7
G. Relationship of Town Regulations	7
H. Enforcement.....	7
I. Additions.....	7
Control Provisions	7
A. Control Over Use	7
B. Control Over Location and Bulk	8
C. Incorporation of Development Plan	8
General Provisions	8
A. Purpose.....	8
B. Planning Area Boundaries.....	8
C. Utility Connections.....	9
D. Agricultural Uses.....	9
E. Utility Requirements	9
F. Dedication Requirements.....	9
G. Application of Parker Design Guidelines for Single Family, Multiple Family and Commercial Development	9
Development Standards	9
Section 1 – Single Family Detached Residential – Planning Areas (PA) 4 and 7.....	9
1-10 Description	9
1-20 Intent	9
1-30 Uses Permitted	10
1-40 Uses Permitted by Special Review.....	10
1-50 Development Standards	10

1-60 Design Guidelines	11
Section 2 – Single Family Cluster Residential – Planning Area (PA) 3	11
2-10 Description	11
2-20 Intent	11
2-30 Purpose.....	11
2-40 Uses Permitted	12
2-50 Uses Permitted by Special Review.....	12
2-60 Development Standards	12
2-70 Design Guidelines	13
Section 3 – Single Family Attached Residential – Planning Areas (PA) 2 and 9	13
3-10 Description	13
3-20 Intent	13
3-30 Uses Permitted	14
3-40 Uses Permitted by Special Review.....	14
3-50 Development Standards	14
3-60 Design Guidelines	14
Section 4 – Duplex Residential – Planning Areas (PA) 5 and 6.....	15
4-10 Description	15
4-20 Intent	15
4-30 Uses Permitted	15
4-40 Uses Permitted by Special Review.....	16
4-50 Development Standards	16
4-60 Design Guidelines	16
Section 5 – Commercial Center – Planning Area (PA) 1	16
5-10 Description	16
5-20 Intent	17
5-30 Uses Permitted	17
5-40 Uses Permitted by Special Review.....	18
5-50 Maximum Building Height	18
5-60 Setbacks.....	19

5-70 Off-Street Loading	19
5-80 Lot Coverage and Open Space	19
5-90 Design Guidelines	19
Section 6 – Park/Open Space – Planning Area (PA) 8	19
6-10 Description	19
6-20 Intent	19
6-30 Uses Permitted	19
6-40 Uses Permitted by Special Review	20
6-50 Maximum Building Height	20
6-60 Setbacks	20
Section 7 – Notes	20
Section 8 – Design Intent	21
8-10 Circulation, Road Patterns, and Standards	21
8-20 View Corridors	21
8-30 Constraints	21
8-40 Community Design Elements	21
8-50 Community/Architectural Design Elements	22
Section 9 – Exhibits	22
Exhibit A – Legal Description	22
Exhibit B – PD Development Plan	22

OLDE TOWN AT PARKER
A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Planned Development Guide

INTRODUCTION

A. Statement of Purpose

Update: September 4, 2020

Olde Town at Parker is a traditional neighborhood development encompassing approximately 129.53 acres. It is located east of Jordan Road, west of Motsenbocker Road, north of Todd Drive and south of Mainstreet.

The development was originally approved in 2003 and approximately half of the development was built out by 2015. In 2017 the remainder of the development was purchased by Pacific North LLC, was consequently sold to Meritage Homes and is currently under construction. A second amendment to the Planned Development Guide was approved at that time that reflected the resulting changes to the layout and housing types within the development. This, the third Planned Development Guide Amendment will reflect the inclusion of a new planning area, PA-9. The Olde Town at Parker Development Plan incorporates a mix of land uses bisected by a local trail system that will connect to a regional trail facility along the north side of Todd Drive. The development is based upon the traditional walking village concept of pedestrian-friendly tree-lined local streets, utilizing detached sidewalks on both sides of public streets, and complementary and compatible land uses. The entire project is connected together with pocket parks, a neighborhood center, greenways and the public sidewalk system. Most areas within the neighborhood are located within a quarter-mile of one another, to encourage residents to walk within the community and reduce dependence on the automobile for daily trips.

The development has been designed to include a variety of housing types, retail and service commercial, and community facilities to achieve a balance and reasonably self-sufficient community for families of all ages, sizes, and levels of income, but the focus of most housing will be to serve families and the active adult market. The housing opportunities include traditional single family detached homes, single family cluster homes, single family attached homes, townhomes, and duplexes. To accommodate a variety of housing types, each planning area varies in topography, size, population and street layout. The Commercial Center will be located at the southeast corner of Jordan Road and Main Street, and will be accessible by automobile, primarily from Jordan Road for pass-by-traffic and by detached walkway system of pedestrian trails and bikeways.

The open space system for the Olde Town at Parker development includes a significant central park with open space, landscaping, an outdoor pool and pool house. The park will be connected to the neighborhood by a series of neighborhood trails. All residences within the development are located within a quarter-mile (5 minute walk) of the central neighborhood park. The entire development is linked together through a public open space park-system of sidewalks and trails.

The purpose of this Development Plan and Development Guide is to establish standards for the comprehensive development and improvement of the property. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the definitions section of the Parker Land Development Code, as amended, shall apply. The following definitions are provided for clarification of the uses proposed by this Development Guide.

1. Cluster Homes:

Detached or attached homes owned in the fee title conveyed by lot or building envelope in conjunction with common open space owned and maintained by a homeowners association.

2. Condominiums:

Condominium units are conveyed by unit numbers within a condominium homeowner association in conjunction with common ownership of all common facilities.

3. Duplex Homes:

Detached building on a single parcel containing two (2) dwelling units, designed for or used as dwellings exclusively by two (2) families, each living as an independent housekeeping unit.

4. Single Family Attached Homes:

Attached homes (Townhomes) owned in the fee title conveyed by lot or building envelopes in conjunction with common open space owned and maintained by a homeowner's association.

5. Single Family Detached Homes:

Single family detached homes on fee title/simple lots.

C. Legislative Intent

It is the intent of this Development Guide is to be consistent with, and to assist in implementation of the Town of Parker Land Development Code, as amended, to:

1. Encourage innovations in development so that the residents may enjoy a greater variety in type, design and layout for buildings and by the conservation and more efficient use of open space ancillary to said buildings;
2. Encourage a more efficient use of land and public services, and/or private services to provide benefit to those who desire having in a pedestrian-oriented neighborhood;
3. Minimize the burden of traffic on streets and highways;
4. Conserve and enhance the value of the land;
5. Provide a procedure, which can relate the type and layout of the building development to the particular site, thereby encouraging preservation of the site's natural characteristics; and encourage integrated planning in order to achieve the above purposes.

D. Application

These Standards shall apply to all property contained within the Olde Town of Parker PD as shown on the Development Plan and this Development Guide. These zoning regulations and requirements shall become the governing standards for review, approval and modification of all uses occurring on the site.

Provisions of this guide shall prevail and govern the uses of the site, however, this Guide only supersedes the specific zoning category, not the Town of Parker's Land Development Code as amended. The zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject; or where there is a conflict in which case the Town of Parker Land Development Code prevails.

E. Authority

The authority of this Development Guide is Chapter 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Code as amended.

F. Adoption

Reference: Chapter 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Code as amended.

G. Relationship of Town Regulations

The provisions of this Development Guide shall prevail and govern development of the Olde Town at Parker PD to the extent provided by the Town of Parker Land Development code, as amended, except where the provisions of the Development Guide do not clearly address a specific subject, or where there is a conflict. In such a case the provisions of the Town of Parker Land Development Code, or any other codes or regulations of the Town of Parker shall prevail, when applicable.

H. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker. All provisions of this Development Guide shall run in favor of the residents, occupants or owners of the land on which the Olde Town of Parker PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and, where applicable, State Law.

I. Additions

The addition of appropriately zoned land to Olde Town at Parker PD shall be considered a zoning amendment and shall be subject to the procedures and requirements contained in the Town of Parker Land Development Code, as amended.

CONTROL PROVISIONS

A. Control Over Use

After adoption of this Development Guide by the Town Council:

1. Any new building or other structure, and any parcel of land may be used;
2. The use of any existing building, other structure, or parcel of land may be changed or extended as provided for in this Development Guide; and
3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated, for any purpose permitted or required by the provisions of this Development Guide applicable to the area in which such building, other structure or parcel of land is located. Such use, change, extension, enlargement, reconstruction, structural alteration, conversion or relocation shall be subject to all standards

and requirements set forth or referred to in the standards and requirements for that area, and to any other applicable standards and requirements of this Development Guide and Development Plan.

B. Control Over Location and Bulk

After the adoption of this Development Guide by the Town Council, the location and bulk of all buildings and other structures built after the effective date of the Development Guide, shall be in conformance with:

1. All applicable standards contained within the Development Plan and Guide; and
2. Any other applicable standards of the Land Development Code, as amended where such standards are not specifically addressed in or are in conflict with the Development Plan Guide.

C. Incorporation of Development Plan

The plan for development of the Olde Town at Parker PD including the type, location and boundaries of land use areas is shown upon the Olde Town at Parker PD Development Plan, which is attached as Exhibit A and is hereby incorporated by reference into this Development Guide.

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standards and requirements for development which may occur in the Olde Town at Parker PD.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within the Olde Town at Parker PD are shown on the Olde Town at Parker Development Plan. Where a Planning Area abuts an internal street drive, the boundary shall be the right-of-way of that street as indicated on the PD Development Plan. Where a Planning Area abuts another Planning Area, the boundary shall be shown as on the Olde Town at Parker PD Development Plan. Changes in the boundaries and acreage of Planning Areas shall be permitted as follows:

1. The size of any Planning Area may increase or decrease (by a minimum of 15%) after final determination, through the platting process, of the alignment of any of the streets and drives, open space areas, shown on the Olde Town at Parker PD Development Plan, subject to the Parker Land Development Code, as amended.
2. No amendment to this Development Guide shall be required for an increase and/or decrease in Planning Area boundaries internal to the site which results in changes to those areas amounting to less than 15% of the area of each such area. However, the developer shall keep and submit accurate records of such boundary revisions and shall inform the Town of the same, as required by the planning director if the modification is determined to be minor.
3. Any request for a Planning Area to increase or decrease by more than 15% of its size shown on the Development Plan shall be processed as a zoning amendment in accordance with of the Town of Parker Land Development Code.
4. The final boundary of any Planning Area shall be established when the final plat is prepared for that area.

C. Utility Connections

Approval for connection to the Parker Water and Sanitation District (the "District") facilities or other appropriate utility system shall be required for each principal building to be constructed under the terms of this Development Guide within the Olde Town at Parker PD and notice of such approval shall be provided to the Town building inspector.

D. Agricultural Uses

Agricultural activities and uses, except livestock and poultry, and all accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted within Olde Town at Parker PD prior to but not during the phased development of the total project, subject to the Parker Land Development Code.

E. Utility Requirements

Telephone lines, electric lines, electrical distribution lines, cable TV lines and other like utility services shall be placed underground. Transformers, switching boxes, terminal boxes, meter cabinets, pedestals, ducts shall not be placed above ground and shall be screened as appropriate (at the time of site plan development). Equipment permitted above ground shall not be placed within the required sight triangles needed for safe traffic visibility.

F. Dedication Requirements

All dedications of Public Facilities, including but not limited to Park and Open Space lands, roadways, utility easements, drainage facilities and easements shall be made at the time of Final Plat for the specific Planning Area, except as otherwise provided in the annexation agreement for the site.

G. Application of Town of Parker Design Guidelines for Single Family, Multiple Family and Commercial Development

The Design Standards included in the Town of Parker Development Design Standards, as amended, are in addition to these standards and requirements identified in the land Development Code and these PD Development Standards. These standards shall be used when preparing site plans and architectural plans for new development. In the event there is a conflict between the design standard described herein and the Town of Parker Development Design Standards, the Town's Guidelines shall control. These standards are based upon commonly accepted principles of urban design and reflect the goals for the Town of Parker as set forth in the Town of Parker's Master Plan. The Standards address the following: (1) site design standards such as adjacent sensitivity, site development, building location and orientation access, and screening; and (2) architectural standards, such as mass and scale, architectural elements, colors and roofing. The goal is to provide high quality building materials and landscaping which is in concert with the surrounding development.

DEVELOPMENT STANDARDS

SECTION 1 – SINGLE FAMILY DETACHED RESIDENTIAL – PLANNING AREAS (PA) 4 AND 7

SEC. 1-10 Description

Single Family Detached Residential Area herein called "SFD" will have a total of approximately 56.27 acres and a maximum density of 4.35 dwelling units per acre, for a total of 245 dwelling units.

SEC. 1-20 Intent

1. Provide flexibility to adjust to changes in housing trends and patterns. Encourage diversity within the development of Olde Town at Parker through a variety of housing densities and associated lifestyles.

2. Improve the environment by requiring adequate landscaping.

SEC. 1-30 Uses Permitted

1. Single family detached dwellings with front, side or alley load garages;
2. Accessory structures and uses necessary and customarily incidental to a permitted use including detached garages;
3. Private open space and recreation facilities;
4. Public and quasi-public facilities;
5. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
6. Temporary construction yards and construction office, to be removed upon completion of the development;
7. Places of religious assembly

SEC. 1-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 1-50 Development Standards

Total Acreage	56.27 Acres
Maximum Allowable Density	4.35 DU/AC
Minimum Lot Area (sq. ft.)	4,500sq. ft.
Maximum Building Height	35 feet
Minimum Lot Width	
• At the street:	40 feet
• At the front building wall:	45 feet
• At cul-de-sac, or similarly curved roads and flag lots at the street:	20 feet
Primary Building Front Setback (from local street right-of-way):	18 feet to face of garage
	10 feet to face of home
	10 feet to a covered porch without having space above the porch
Primary and Accessory Structure Side Setback:	5 feet
Primary Structure Rear Setback:	15 feet
Detached Garage Structure Rear Setback	5 feet
Corner Lot Side Setback (from local street right-of-way)	10 feet to side of structure
	18 feet to garage if side entry
Minimum Building Separation (does not include overhangs)	10 feet

SEC. 1-60 Design Guidelines

1. Front porches are encouraged and may be set back a minimum of 10 feet from the right-of-way when there is no having space above the porch.
2. All units shall have a clearly defined front yard. The builder / developer / owner shall submit plans for landscaping, hedging, fencing, or a brick or stone wall, which must be approved by architectural control committee prior to installation.
3. All single family detached homes must be located with the first floor above the adjacent sidewalk.
4. Front yard landscaping shall be required for all single family detached lots and shall conform to Town of Parker minimum landscape requirements as stated in Section 13.10.161 (f) of the Town of Parker Land Development Code, as amended.
5. Two (2) car garages (minimum) shall be required.

SECTION 2 – SINGLE FAMILY CLUSTER RESIDENTIAL – PLANNING AREA (PA) 3**SEC. 2-10 Description**

The Single Family Residential Cluster Areas herein called "Cluster Homes" will have a total of approximately 7.38 acres and a maximum density of 10.03 dwelling units per acre for a total of 74 units.

SEC. 2-20 Intent

The Single Family Cluster homes proposed in the Olde Town at Parker may include a number of housing types, depending on market conditions and new unit types available. It is intended, however, that these predominately single family cluster developments not just be conventional single family residences, but unique neighborhoods with functional amenities and innovative unit types. The objective of the cluster development is to group various types of units creating communal open space, increasing privacy, improving Residential environments, and creating additional view corridors to amenities. Forms of clustering units may include, but not be limited to: an active adult community, zero lot line homes which create a more useable yard space, "keyhole" lots, wide and shallow, attached, detached "Lifestyle" full exterior maintenance homes, "Z" lots, flag lots, wedge lots, clustering of units on a common court, alley access homes, patio homes with the outdoor having space focused around a patio area and a variety of attached unit types such as duplexes, triplexes and town homes.

SEC. 2-30 Purpose

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied throughout the project phases.
3. To provide a variety of housing styles around featured amenities, in a substantially maintenance free environment.
4. To maintain or enhance the inherent natural features of the site, especially the drainage corridors and, to the extent possible, provide recreation, leisure and community areas for the residents of Olde Town at Parker cluster homes.
5. To provide cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of street by grouping the residential units together.

SEC. 2-40 Uses Permitted

1. Single family dwellings, attached and / or detached and condominiums
2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.
8. Places of religious assembly.

SEC. 2-50 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 2-60 Development Standards

Total Acreage	7.38 Acres
Maximum Allowable Density	10.03 DU/AC
Maximum Building Height	35 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure 18 feet to the face of the garage
• From private drive/court:	3 feet (no parking in driveway if less than 18 feet in length)
• From arterial or collector street right-of-way:	25 feet
• From north property boundary:	12 feet
• From private lot lines:	3 feet (7 feet between structures)
Minimum Building Separation:	7 feet
• Rear to side:	7 feet
• Rear to rear:	10 feet
• Side to side:	7 feet
• Corner to side or rear:	7 feet
• Front to front:	20 feet
• Front to side:	7 feet

1. All improvements must be setback a minimum of 10 feet from the Planning Area boundary.

SEC. 2-70 Design Guidelines

1. Individual lots and Buildings shall be arranged and situated to relate to surrounding properties.

2. Diversity and originality in a lot layout and individual building design shall be encouraged to achieve a more compatible relationship between development and the land.
3. Single Family Cluster, herein called Cluster Homes shall be a place to live, in which open space is concentrated, rather than dispersed, and maintained for the benefit of all that live there. Roads may be private, but will be built to the Town of Parker standards, and facilities and structures may be maintained by an association for the benefit of one and all. Due to anticipated variety and type of residential product, minimum street frontage, building area and lot size will be determined at time of Final Plat/Site Plan.
4. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures or sidewalks
5. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
6. Attached units which share a common wall, shall meet all applicable fire protection requirements.
7. Attached units which share a common wall must meet the development standards of the Single Family Attached District.
8. Minimum lot size will be determined based upon platting. A condominium plat will be required for the property, or the property will be limited to 1 dwelling unit per lot.

SECTION 3 – SINGLE FAMILY ATTACHED RESIDENTIAL – PLANNING AREAS (PA) 2 AND 9

SEC. 3-10 Description

The Single Family Residential Attached Area herein called "SFA" will have a total of approximately 16.92 acres (4.76 acres in PA-2, 12.16 acres in PA-9) and a maximum density of 11.35 dwelling units per acre for a total of 192 allowed dwelling units.

SEC. 3-20 Intent

The Single Family Attached area shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all whom live there. Roads may be private, but built to Town of Parker design standards. These facilities and structures may be maintained by an association for the benefit of one and all. This use area will consist of attached townhouse type units, patio/ cluster units (closely grouped detached and/or attached homes), duplexes, and/or stacked flats (condominium units). The purpose of the Attached Homes is as follows:

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied.
3. To provide a variety of living styles around featured amenities, in a substantially maintenance-free environment.
4. Cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of streets by grouping the residential units together.

SEC. 3-30 Uses Permitted

1. Single family dwellings, attached, town homes, duplexes, and/or detached cluster homes;

2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.

SEC. 3-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 3-50 Development Standards

Total Acreage	16.92 Acres
Maximum Allowable Density	11.35 DU/AC
Maximum Building Height	35 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure 18 feet to the face of the garage
• From private drive/court/alley:	2 feet (no parking in driveway if less than 18 feet in length)
• From arterial or collector street right-of-way:	20 feet
• Adjacent to Single Family Detached Residential:	15 feet
Minimum Building Separation:	
• Rear to side:	12 feet
• Rear to rear:	20 feet
• Side to side:	10 feet
• Corner to side or rear:	10 feet
• Front to front:	20 feet
• Front to side:	12 feet

1. All improvements must be setback a minimum of 10 feet from the Planning Area boundary.

SEC. 3-60 Design Guidelines

1. Due to anticipated variety and type of residential product street frontage, building area and lot size will be determined at time of Final Plat/Site Plan.
2. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures.

3. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
4. Attached units which share a common wall shall meet all applicable fire protection requirements.
5. Minimum lot size will be determined based upon platting. A condominium plat will be required for property within this Planning Area, or the property will be limited to 1 Dwelling Unit per lot.

SECTION 4 – DUPLEX RESIDENTIAL – PLANNING AREAS (PA) 5 AND 6

SEC. 4-10 Description

The Duplex Residential area will have a total of approximately 13.88 acres (3.84 acres in PA-5, 10.04 acres in PA-6) and a maximum density of 10 units per acre for a maximum total of 104 dwelling units in Planning Areas PA 5 and 6.

SEC. 4-20 Intent

The Duplex Residential area shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all whom live there. Roads may be private, but built to Town of Parker design standards. These facilities and structures may be maintained by an association for the benefit of one and all. This use area will consist of attached townhouse type units, patio/ cluster units (closely grouped detached and/or attached homes), duplexes, and/or stacked flats (condominium units). The purpose of the Attached Homes is as follows:

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied.
3. To provide a variety of living styles around featured amenities, in a substantially maintenance-free environment.
4. Cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of streets by grouping the residential units together.

SEC. 4-30 Uses Permitted

1. Single family dwellings, attached, town homes, stacked flats (condominiums), duplexes, and/or detached cluster homes;
2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.
8. Places of religious assembly.

SEC. 4-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 4-50 Development Standards

Total Acreage	13.88 Acres
Maximum Allowable Density	10 DU/AC
Maximum Building Height	35 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure 18 feet to the face of the garage
• From private drive/court/alley:	Driveway must be ≤ 5 feet or ≥ 18 feet.
• From arterial or collector street right-of-way:	20 feet
• Adjacent to Single Family Detached Residential:	15 feet
Minimum Building Separation:	
• Rear to side:	12 feet
• Rear to rear:	20 feet
• Side to side:	10 feet
• Corner to side or rear:	10 feet
• Front to front:	20 feet
• Front to side:	12 feet

1. There will be a minimum residential setback from commercial areas of 15 feet to include vegetative screening of coniferous trees and a private fence on either the commercial or residential lot.

SEC. 4-60 Design Guidelines

1. Due to anticipated variety and type of residential product street frontage, building area and lot size will be determined at time of Final Plat/Site Plan. Setbacks will not inhibit ability to achieve desired density.
2. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures.
3. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
4. Attached units which share a common wall shall meet all applicable fire protection requirements.
5. Minimum lot size will be determined based upon platting. A condominium plat will be required for property within this Planning Area, or the property will be limited to 1 Dwelling Unit per lot.

SECTION 5 – COMMERCIAL CENTER – PLANNING AREA (PA) 1**SEC. 5-10 Description**

The Commercial Center is a total of approximately 11.49 acres.

SEC. 5-20 Intent

The Olde Town at Parker Commercial Center or Neighborhood Shopping Village is located at the southeast intersection of Jordan Road and Mainstreet. This area is anticipated to serve the daily needs of the local neighborhood, offering a variety of goods and services. This area shall be configured to provide easy access to the neighborhoods they serve. The design of any use within the commercial shall be a "360 degree" design, i.e., every elevation of a building shall be architecturally "finished" to a similar degree. Likewise, within the building clusters, there shall be architectural compatibility with typical details, (i.e. directional signage, trash enclosures, rooftop mechanical screens etc.), similar building materials, color, massing, scale design details and pedestrian orientation. There shall also be a common landscape concept and a master circulation plan.

SEC. 5-30 Uses Permitted

The following uses are permitted in the Commercial Center:

1. Retail business activities, including, but not limited to, the following uses:
 - Antique shops
 - Artist supplies
 - Barbershops and beauty parlors
 - Bars and lounges
 - Book stores
 - Clothing stores
 - Convenience stores with fuel sales
 - Crafts and hobby shops
 - Drug stores
 - Dry cleaning and dyeing
 - Electrical and household appliances
 - Florists
 - Furniture stores, no warehousing – limited storage within the principal structure
 - Gift shops
 - Grocery stores
 - Hardware stores
 - Indoor amusement and recreational facilities
 - Instructional services/studios
 - Jewelry stores
 - Laundries – hand and coin-operated
 - Music shops
 - Office supplies
 - Package liquor stores
 - Paint stores
 - Pet shops
 - Photographic studios, equipment and supplies
 - Restaurants and other eating establishments with or without a drive-thru, including sidewalk cafes and kiosks that provide unique congregating places for sales and shopping interests

- Shoe stores
 - Sporting good and athletic equipment
 - Stationary stores
 - Toy and game stores
2. Offices: general, medical, dental, professional and governmental
 3. Cultural facilities, such as a museum, theater, art gallery;
 4. Medical and dental clinics;
 5. Child care center
 6. Financial offices, including banks, savings and loans, limited to a maximum of 5,000 square feet and not including drive-through facilities;
 7. Clubs, lodges, fraternal and service organizations;
 8. Public and private schools
 9. Health clubs, fitness center;
 10. Accessory structures and uses necessary and customarily incidental to the above uses. No outdoor storage shall be permitted; *
 11. Public and quasi-public facilities;
 12. Temporary construction yards and construction office, to be removed upon completion of the development; and
 13. Places of religious assembly.

*All uses which are incidental only to the permitted use and which may comply with all of the following conditions, may be operated as an accessory use in business and commercial districts:

1. Is clearly incidental and customary to and commonly associated with the permitted use; and
2. Is operated and maintained under the same ownership and on the same building site as the permitted use.

SEC. 5-40 Uses Permitted by Special Review

1. Uses that have 24 hour operations
2. Outdoor recreational facilities;
3. Veterinary clinics and hospitals;
4. Financial offices, including banks, savings and loans proposing over 5,000 square feet in area, and/or drive-thru facilities;
5. Funeral homes, mortuaries and crematoria;
6. Pawn shops;
7. Nursing homes, retirement centers and residential style health care facilities.
8. Water wells and appurtenances

SEC. 5-50 Maximum Building Height

The predominant portion of any building shall not exceed 35 feet in height. Ornamental architectural elements or appurtenances such as stair towers, entry and corner design features, or cupolas shall not exceed 45 feet in height.

SEC. 5-60 Setbacks

Front Building Setback

• From public and private internal rights-of-way:	0 feet
• From Jordan Road and Mainstreet:	20 feet
Side Setbacks	
• If attached to an adjacent building:	Minimum of 0 feet
• If not attached to an adjacent building:	Minimum of 5 feet
Rear Setbacks:	10 feet from all property lines

1. A minimum 20 foot landscape strip shall be provided along Jordan Road, which shall include pedestrian walkways as indicated on the concept plan.

SEC. 5-70 Off -Street Loading

Unless screening has been approved by the Town of Parker, truck docking facilities off any major or minor arterial or adjacent to a residential district, is prohibited.

SEC. 5-80 Lot Coverage and Open Space

Lot coverage and common open space requirements shall be in accordance with the Town of Parker Development Design Standards, as amended.

SEC. 5-90 Design Guidelines

1. At the time of Site Plan/Final Plat all common design elements including but not limited to a "360 degree" architectural design treatment, thematic architectural design for all buildings, thematic landscape design through the site, minimum landscape buffers, uniform signage treatment, etc. shall be indicated.
2. Off-street parking will comply with the Town of Parker Land Development Code, as amended.

SECTION 6 – PARK/OPEN SPACE – PLANNING AREA (PA) 8

SEC. 6-10 Description

The Park/Open Space Area is a total of approximately 11.50 acres.

SEC. 6-20 Intent

The Park/ Open Space Area is located in the center of the community. The area contains approximately 11.50 acres and is planned to serve as an easily accessible location for residents within the development. The central park and open space area which includes 7.72 acres will include a neighborhood activity center which will include a club house, swimming pool and pool house, hot tub, tot lot and open play area. The open space will include a regional trail and landscaping. The design of any building within this use area shall be a "360 degree" design.

SEC. 6-30 Uses Permitted

The following uses are permitted within the Park/Open Space Area:

1. Outdoor pool and pool house
2. Community building/ club house;
3. Neighborhood activity center
4. Indoor and outdoor private recreation facilities;
5. Trails;

6. Public and quasi-public facilities;
7. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
8. Temporary construction yards and construction office, to be removed upon completion of the development;
9. Accessory structures and uses necessary and customarily incidental to a permitted use; and.
10. Drainage facilities and detention ponds.

SEC. 6-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 6-50 Setbacks

All buildings shall be setback a minimum of 10 feet from the Planning Area Boundary.

SEC. 6-60 Maximum Building Height

The maximum building height of any structure in the Park/Open Space Area shall be 20 feet, with the exception of the clubhouse or pool house facility which may be 35 feet in height.

SECTION 7 – NOTES

1. The developer has the right to build at a lower density in any planning area provided the Town has determined that the use is permitted and compatible with surrounding land uses and a finding of compatibility is determined at the time of Preliminary Plan or Site Plan review; provided the developer meets the requirements of that particular zone district and the intent statements of this Development Plan. This reduction shall be considered a minor change, enabling the developer to gain approval of the site without amending the Development Plan.
2. Residential Development Standards shall apply to the use described, regardless of the zone district in which they are found, (i.e., if a Single Family Detached use is proposed in the Single Family Attached Use Area, the Development Standards for the Single Family Detached Use Area shall apply) provided that such use is a Permitted Use or Use by Special Review in the subject Planning Area.
3. All roadway systems are conceptually located to provide access to the site and its environs. Final alignments, access and design will be determined at the time of Sketch/Preliminary Plan review, and shall be in substantial compliance with the Development Plan.
4. Total Park dedication for this development shall be 13.39 acres as depicted on the Development Plan.
5. The 20% open space requirement shall be provided through the following:
 - a) Non-dedicated community open space.
 - b) Cash-in-lieu of open space land paid to the Town for the off-site purchase of open space.
 - c) Improvements to regional trail and parks in lieu of open space.
6. The owner / developer of any property within the area subject to these development standards has the right to continue existing agricultural uses until the time of construction, in accordance with the requirements of Sec.13.04.230 ("Non-conforming Situations") of the Town of Parker Land Development Code as provided herein.

SECTION 8 – DESIGN INTENT

SEC. 8-10 Circulation, Road Patterns, and Standards

The roads / streets are laid out based on a dispersed network, so that there are alternate routes to every destination, thereby permitting most streets to be narrower, with slower traffic and reduced trips per day envisioned for these pedestrian oriented streets.

Extensive street trees and detached walks on both sides along the neighborhood street will encourage pedestrians to utilize the "walking street pedestrian system" for day to day local trips within the development.

SEC. 8-20 View Corridors

Views from the site can be dramatic, ranging from mountains to the plains. The mountain views to the west include a sweep of approximately 180 degrees assuming many homes an opportunity to have a view. Views to the east include a view of the Cherry Creek open space / drainage corridor and the surrounding Town of Parker.

SEC. 8-30 Constraints

Public Service Company's overhead transmission lines are located along the southern boundary of the property paralleling Todd Drive. Traffic noise impacts are anticipated at the intersection of Jordan Road and Mainstreet.

SEC. 8-40 Community Design Elements

Community design elements will create the visual amenities that will contribute to making Olde Town at Parker a cohesive, well planned community. Community design elements include landscaping, berming, planting, entry monumentation, pavement textures in select areas, walls, fencing, lighting, parks, pedestrian and bicycle circulation and street furniture.

The external streets and the treatment along these roadways create the window and primary access to the community. It is intended that treatment along the roadways (landscape planting, community design elements and street furniture) be designed and integrated in a way to demonstrate the quality and community concept of Olde Town at Parker. It is intended that street furniture such as benches and street lighting, traffic control devices, bus shelters, kiosks, drinking fountains, bike racks, trash receptacles, fencing along the arterial and collector roads, and signage along the village center, arterials & collectors, shall be installed by the developer, and be of a consistent design vocabulary while adhering to the Town's Sign Code. Street furniture and entry signage will be an integral part of the landscaping areas flanking the arterials and shall have a uniform appearance throughout Olde Town at Parker. Street furniture will complement a theme with an integrated design. Signage along arterials and collectors will be low profile type monument signs with base materials and landscaping which will complement building themes and materials, consistent with the Town's Sign Code.

Development within Olde Town at Parker will comply with all Town of Parker Landscape Guidelines. Landscape planting shall be coordinated with the other community design elements and enhance the quality of the development. Additional design standards shall be submitted to the Town of Parker on or prior to the submission of a Final Plat.

SEC. 8-50 Community/Architectural Design Elements

Architectural design and specific area site planning shall encourage high quality development. Design Guidelines shall be submitted to the Town of Parker concurrent with the first Final Plat, ensuring the integration of design control of architecture, street furniture, and establish the character for other areas within Olde Town at Parker. The creation of a homeowner's association and enforcement of design Guidelines are enabled by the Covenants, Conditions and Restrictions (CC&R's) established for the property. The HOA will be responsible for enforcing the CC&R's and the Design Guidelines. The Design Guidelines will be provided to the Town as a courtesy.

Olde Town at Parker is a planned development and special consideration must be given to the siting of all improvements with emphasis on the relationship to existing grades, and the relationship to neighboring sites and vistas. All residences will have exterior elevations, roofs and details that shall be coordinated and consistent in their architectural treatment. Exterior elevations shall be designed to complement the natural and man enhanced environments of Olde Town at Parker. Large surfaces of bright colors and reflective exterior surfaces shall be prohibited excluding all glazed areas. Panels of bright colors may be utilized for an architectural statement on certain panels or doors, but again, may not be utilized on mass surfaces.

Fencing - The developer / builder shall submit detailed fence designs with the Final Plat and/ or Site Plan. The design and materials for any fencing along any arterial or collector road shall be based on a unified theme and character determined at the time of initial Final Plat, which shall reflect the overall design intent for the development. Individual panel or specific lot fence designs shall be prohibited on all fences along arterial and/or collector roads.

Common Area Landscaping - All common areas along arterials and collector roads, buffers, entry areas, pedestrian walkways and under the Jurisdiction of the Olde Town at Parker Homeowner's Association, or other quasi-government entity shall be landscaped in accordance with a master landscape plan which shall be submitted with the Final Plat and/ or Site Plan subject to approval by the Town of Parker. The landscape plans shall indicate, but not be limited to, plant materials, grading, soil, irrigation, landscape, signs, lighting, etc., and shall be prepared by a landscape architect, and shall meet or exceed the landscape requirements specified in Sec. 13.06.070 of the Town of Parker Land Development Code as amended.

All landscaping within a public right-of-way will require a license agreement issued by the Town of Parker Public Works Department. The agreement shall be assigned to the homeowner's or commercial owner's association therefore requiring the maintenance and irrigation, including tap, by the assigned entity or individual homeowner. Maintenance, irrigation and the water source, of the tree lawns along public streets adjacent to a Single Family lot is the responsibility of the lot owner. Maintenance and irrigation of all common area landscaping, including right-of-way landscaping along Jordan Road and Motsenbocker Road shall be the responsibility of the homeowner's association. Maintenance and irrigation of all landscaping along Mainstreet and Jordan Road adjacent to the Commercial Center shall be the responsibility of the Commercial owner's association or management company.

SECTION 9 – EXHIBITS

Exhibit A: Legal Description

Exhibit B: PD Development Plan

September 4, 2020

Senderos Creek North Townhome Project

Exhibit A: Legal Description of Olde Town at Parker Planned Development (PD)

Olde Town at Parker PD Amendment Legal Description

A PARCEL OF LAND IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 617, A DISTANCE OF 302.18 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2003092239 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES;

1. N03°27'57"E A DISTANCE OF 117.25 FEET;
2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
3. THENCE N00°20'54"W A DISTANCE OF 1016.14 FEET TO A POINT OF CURVATURE;
4. THENCE 137.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 874.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 137.27' FEET TO A POINT OF TANGENCY;
5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
6. THENCE 164.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 1044.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 163.97 FEET TO POINT OF TANGENCY;
7. THENCE N00°20'54"W A DISTANCE OF 296.99 FEET TO A POINT OF CURVATURE;

THENCE 78.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 90°03'52", A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS N44°41'02"E A DISTANCE OF 70.75 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAIN STREET AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2003092239;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1. N89°42'58"E A DISTANCE OF 363.74 FEET TO A POINT OF CURVATURE;
2. THENCE 278.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 10°30'50", A RADIUS OF 1516.39 FEET AND A CHORD WHICH BEARS N84°27'33"E A DISTANCE OF 277.87 FEET;
3. THENCE N10°47'52"W A DISTANCE OF 15.00 FEET;
4. THENCE 181.43 FEET ALONG THE ARC OF NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE 06°55'25", A RADIUS OF 1501.39 FEET AND A CHORD WHICH BEARS N75°44'25"E A DISTANCE OF 181.32 TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID NORTHERLY LINE, N89°42'58"E A DISTANCE OF 100.15 FEET;

THENCE N00°23'18"W A DISTANCE OF 2.02 FEET TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION, FILING NO. 2A AS RECORDED AT RECEPTION NO. 9306811;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING SIX (6) CONSECUTIVE COURSES;

1. N89°36'42"E A DISTANCE 258.06 FEET;
2. THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3. THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4. THENCE N89°30'01"E A DISTANCE OF 50.01 FEET;
5. THENCE N00°19'07"W A DISTANCE OF 27.27 FEET
6. THENCE N89°35'34"E A DISTANCE OF 233.63 FEET TO A POINT ON THE WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2013010637.

THENCE ALONG SAID WESTERLY LINE S00°24'26"E A DISTANCE OF 3.35 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF

682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1B-2 AS RECORDED AT RECEPTION NUMBER ;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF NORTH MOTSENBOCKER ROAD AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2017075212; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;

1. S00°02'02"E A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE;
2. THENCE 172.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD WHICH BEARS S08°25'08"E A DISTANCE OF 172.07 FEET TO A POINT OF TANGENCY;
3. THENCE S16°48'14"E A DISTANCE OF 30.84 FEET;
4. THENCE N72°41'42"E A DISTANCE OF 3.59 FEET;
5. THENCE S15°53'49"E A DISTANCE OF 301.80 FEET;
6. THENCE S10°18'46"E A DISTANCE OF 71.94 FEET;
7. THENCE S15°53'49"E A DISTANCE OF 79.96 FEET;
8. THENCE S16°36'56"E A DISTANCE OF 387.85 FEET TO A POINT OF CURVATURE;
9. THENCE 55.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 05°54'15" AND A CHORD WHICH BEARS S13°39'48"E A DISTANCE OF 55.11 FEET;
10. THENCE 20.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 02°15'37" AND A CHORD WHICH BEARS S01°48'01"E A DISTANCE OF 20.12 FEET TO A POINT OF TANGENCY;
11. THENCE S00°40'13"E A DISTANCE OF 598.66 FEET;
12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
13. THENCE 3.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 37°56'39" AND A CHORD WHICH BEARS S18°24'35"W A DISTANCE OF 3.25 FEET TO A POINT OF TANGENCY;
14. THENCE S37°22'55"W A DISTANCE OF 31.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID SOUTHERLY LINE, S89°26'16"W A DISTANCE OF 345.53 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 131, PAGE 102;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1. N00°40'14"W A DISTANCE OF 210.00 FEET;

2. THENCE S89°26'16"W A DISTANCE OF 2269.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JORDAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.
PARCEL CONTAINS 127.453 ACRES OR 5,551,834 SQUARE FEET MORE OR LESS.

Olde Town At Parker

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PD Development Plan
3rd Amendment
SHEET 1 OF 1

VICINITY MAP NOT TO SCALE



- NOTES
1. NO FLOODPLAIN EXISTS ON THIS SITE.
 2. ALL EXISTING STRUCTURES ON THIS SITE SHALL BE REMOVED.
 3. EXISTING ZONING - PD
 4. WATER AND SEWER TO BE PROVIDED BY PARKER WATER AND SANITATION DISTRICT.

LAND USE SUMMARY

PA	Planning Area	Acreage	Dwelling Units	Density	Max. Density	% of Acreage
4 & 7	S.F. Detached Res*	56.27	245	4.35	4.35	43.4%
3	S.F. Cluster	7.38	74	10.03	10.03	5.7%
2 & 9	S.F. Attached	16.92	192	11.35	11.35	13.1%
5 & 6	Duplex Residential	13.88	104	7.49	10.00	10.7%
1	Commercial Center	11.49	N/A	N/A	N/A	8.9%
8	Parks/Open Space	11.50	N/A	N/A	N/A	8.9%
	Internal ROW**	8.43	N/A	N/A	N/A	6.5%
	Motensbocker ROW Dedication	0.90	N/A	N/A	N/A	0.7%
	Open Space/Trail	2.76	N/A	N/A	N/A	2.1%
		129.53	615	4.75	5.02	100.0%

* INCLUDES INTERNAL OPEN SPACE
** AS SHOWN ON PLAN
*** MAXIMUM DENSITIES FOR ALL PA's EXCEPT PA-9 WERE ESTABLISHED VIA PREVIOUS PD AMENDMENTS.

PLANNING COMMISSION ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____, 2020.

PLANNING DIRECTOR, ON BEHALF OF THE TOWN OF PARKER PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2020, FOR THE PROPERTY DESCRIBED AS OLDE TOWN AT PARKER. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

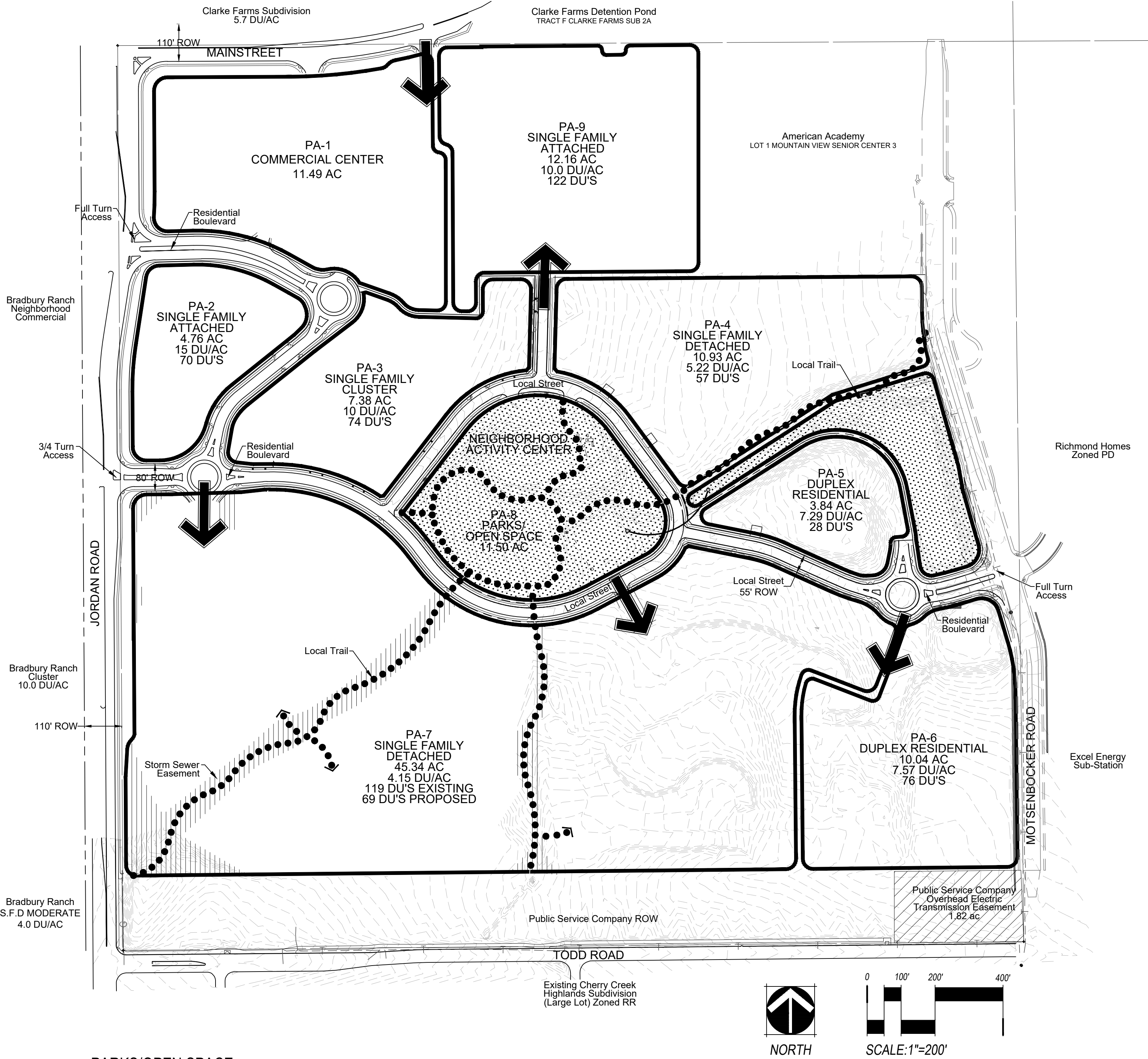
STATE OF COLORADO }
COUNTY OF DOUGLAS }

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2019 A.D. AT _____ O'CLOCK _____ M AND WAS RECORDED WITH RECEPTION NUMBER _____.

DOUGLAS COUNTY RECORDER

LEGEND

- Local Trail
- Access Points
- Designated Parks/Open Space within Planning Area
- Park/Open Space



PARKS/OPEN SPACE

1. PARKS DEDICATION REQUIRED
2ND AMENDMENT (2017): 595 DU'S X 3.0 PEOPLE/DU / 1,000 X 7.5: 13.39 AC*
3RD AMENDMENT (2020): 122 DU'S X 0.0139 AC/UNIT: 1.69 AC**
TOTAL PARK DEDICATION REQUIRED: 15.08 AC
3. PARK DEDICATION PROVIDED:
A. PA-8 (PARK/O.S./RECREATION CENTER): 7.22 AC
B. POCKET PARKS/OPEN SPACE IN PA-7: 2.70 AC
C. REGIONAL TRAIL CORRIDOR IN PA-7 & PA-8: 3.69 AC
D. PARK LANDS IN PA-9: 1.70 AC
TOTAL PARK DEDICATION CREDIT: 15.31 AC
4. OPEN SPACE REQUIRED: 20% OF AREA
5. OPEN SPACE TO BE MET THROUGH THE FOLLOWING:
A. NON-DEDICATED COMMUNITY OPEN SPACE AREAS
B. CASH-IN-LIEU OF OPEN SPACE PAID TO TOWN OF PARKER
C. IMPROVEMENTS TO REGIONAL TRAIL AND PARKS IN LIEU OF OPEN SPACE

* REFLECTS PREVIOUS PARKS DEDICATION FORMULA USED TO CALCULATE REQUIREMENT WITH THE 2017 PD AMENDMENT.
** REFLECTS CURRENT PARKS DEDICATION FORMULA FOR CURRENT CALCULATION.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 617, A DISTANCE OF 302.18 FEET;

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2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
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5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
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THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1B-2 AS RECORDED AT RECEPTION NUMBER 2018070436;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MOTSENBOCKER ROAD AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2017075212;

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12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
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PARCEL CONTAINS 127.453 ACRES OR 5,551,834 SQUARE FEET MORE OR LESS.

APPLICANT:

PNE Neu Towne, LLC
4600 South Syracuse Street
Suite 900
Denver, CO 80237

PREPARED BY / LAND PLANNER / LANDSCAPE ARCHITECT:

1101 Barnock Street
Denver, Colorado 80204
P 303.892.1188
F 303.892.1188
www.norris-design.com

NORRIS DESIGN
Planning / Landscape Architecture / Project Foundation

SUBMITTAL DATE: 03-14-03

REVISED: 06-3-03
REVISED: 08-5-03
REVISED: 08-22-16
REVISED: 11-07-16
REVISED: 01-06-17
REVISED: 03-09-17
REVISED: 04-19-19
REVISED: 09-23-19
REVISED: 02-18-20
REVISED: 04-03-20
REVISED: 04-30-20
REVISED: 09-04-20
REVISED: 10-30-20

SHEET 1 OF 1



Planning Commission Staff Report

Planning Commission Date: 11/12/2020

Town Council Date: 12/7/2020

Hearing Type: Public Hearing
OLDE TOWN AT PARKER PLANNED
DEVELOPMENT THIRD AMENDMENT - Rezone

TRAKiT No(s): Z20-013

Location: Generally located on the south side of Mainstreet
between Jordan Road and Motsenbocker Road.

Project Planner: Stacey Nerger, Planner

Applicant: Norris Design-Bill Mahar, Representative
Pacific North Enterprises, Owner

Executive Summary: The applicant, Norris Design, is proposing to amend the
Olde Town at Parker Planned Development (PD) to add
an additional 12 acres and allow for townhome uses.
The site is located on the south side of Mainstreet east of
Jordan Road.

Staff Recommendation: Approval

RECOMMENDED MOTION

*"I move the Planning Commission recommend Town Council approve an ordinance for the
Olde Town at Parker Planned Development Guide - Third Amendment."*

ALTERNATIVE MOTIONS

*"I move the Planning Commission recommend Town Council approve an ordinance for the Olde
Town at Parker Planned Development Guide - Third Amendment, subject to the following
conditions:"*

-List proposed conditions

*"I move the Planning Commission recommend Town Council deny an ordinance for the Olde
Town at Parker Planned Development Guide - Third Amendment as the request does not meet the
following approval criteria:"*

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

“I move the Planning Commission vote to continue an ordinance for the Olde Town at Parker Planned Development Guide - Third Amendment to a future date.”

I. BACKGROUND/DISCUSSION

The Olde Town at Parker property was annexed in December, 2000, with a PD zoning which provided for 5.5 acres of commercial area and 595 residential units with trails and parks. In 2003, the PD was amended and sketch and preliminary plans were approved that enlarged the commercial area (PA1) to 13.35 acres. This commercial area included the access drive and adjacent drainage swale on the east boundary of the new planning area proposed with this amendment. The residential development under the previous PD amendment was also re-organized to create a central park and community pool area within the Olde Town project. Construction of the western half of the PD ceased in 2008 with the economic downturn but has since been largely developed. In 2017, the eastern half of the original development was approved for single-family detached and paired homes and is currently under construction.

The proposed rezoning would add 12.16 unplatted acres located north of the original development which were annexed into the Town in 2014. These 12.16 acres would be zoned Planning Area 9 (PA9) and would allow for single-family attached (townhome) development for a total of 122 units at a density of 10 units per acre. The two commercial lots and the adjacent drainage area are currently located in PA1 and are designated as Commercial Center. This area will remain largely unchanged in terms of use with the exception of a 1.86-acre portion of the drainage tract mentioned above. This drainage area will be reclaimed, redesigned and incorporated into the new residential planning areas.

The subject area is bounded on the east by the American Academy at Motsenbocker and to the west by the Mainstreet Dental Plaza commercial development. To the north of the site is the Clarke Farms single-family residential neighborhood and to the south is the Olde Town/Senderos Creek neighborhood that is currently under construction.

On August 3, 2020 Town Council considered a rezoning for this property that proposed 108 condominium units and 48 single family attached residential units. The proposal at the time included a maximum height of 45' for the condominiums and a maximum density of 17 dwelling units per acre. The proposed increase in height was 10 feet higher than the surrounding zoning and the density was greater than the rest of the planning areas in the PD. Town Council denied the previous request based on the requested height and density.

The applicant's current proposal maintains the same maximum height as the existing Olde Town PD and the Clarke Farms PD to the north. The proposed Single-Family Attached Planning Area 9 zoning aligns with the existing density allowed within the Olde Town PD.

The applicant held two neighborhood meetings on October 7, 2020 and October 29, 2020 to present their revised plan and provide feedback.



II. PRIOR ACTIONS

Date	Action
2000	The original Olde Town at Parker property was annexed into the town with a PD zoning which provided for 5.5 acres of commercial area, 595 residential units.
2003	The PD was amended and sketch and preliminary plans were approved that enlarged the commercial area to 13.35 acres. The residential development under this PD was also re-organized but with no change in the number of allowable residential units.
2008	Construction of the western half of the PD, approved with commercial and residential uses by the original developer, ceased with the economic downturn but has since been largely developed.

2017	The eastern half of the original development was approved for single-family detached and paired homes. The total number of allowed residential units was decreased to 493.
2020	A PD Amendment was proposed to include 12.16 acres into the Planned Development and zone them to allow for Condominium and single-family attached development. The proposed PD Amendment was denied by Town Council stating concerns that the proposed height and density of the condominiums were not compatible with the surrounding development.

III. CURRENT SITE DATA

Existing Zoning		A - Agricultural District	
Overlay District		N/A	
PD & Plan Area		Olde Town at Parker 2nd Amendment / Unplatted	
Master Plan Area		Medium Density Residential/Neighborhood Center	
Site Acreage		12.16 acres	
Subdivision		Olde Town at Parker / Unplatted	
Existing Use		Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-Family Residential – Clark Farms
South	Medium Density Residential	PD - Planned Development	Single-Family attached and detached- Olde Town at Parker
East	Medium Density Residential	PD - Planned Development	Elementary School - American Academy
West	Neighborhood Center	PD - Planned Development	Olde Town at Parker Commercial Center – Retail and Services

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential within a Neighborhood Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.

	Neighborhood Centers: Serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.E Land Use 1.F Land Use 1.H Housing and Neighborhoods 2.A
Staff Analysis	This proposal is consistent with the Parker 2035 Master Plan which identifies this area as Medium Density Residential and within a Neighborhood Center. The Medium Density Residential designation recommends an overall density of 3.5 DU's per acre while the Neighborhood Center allows for higher density when applied in a mixed use walkable development. This project integrates commercial uses with adjacent residential and recreational uses through pedestrian oriented alternative access routes, creating a sense of community among those who work, live and play within the neighborhood.

LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning-PD Amendment)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	The Medium Density Residential recommends an overall density of 3.5 DU's per acre while the Neighborhood Center allows for higher density when applied in a mixed	5.01 DU/AC	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A

	use walkable development.		
Allowed Uses	Medium and higher density residential uses as well as commercial uses including retail and personal service, small offices, recreational uses and restaurants.	Single-family attached Townhomes Office and commercial uses as allowed by the PD.	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The proposed PD amendment is consistent with the Land Use and Housing and Neighborhoods sections of the Parker 2035 Master Plan. The inclusion of alternative residential housing types will expand housing options and help to diversify homeownership in Parker by meeting the needs of a wide range of the population including young families, professionals and seniors. Higher density residential is appropriate in the neighborhood center designation as a transition between less intense residential and non-residential areas when developed as part of a mixed use development. This project combines a variety of housing types with a design that expands pedestrian connectivity and encourages residents to walk or bicycle to obtain goods and services. This supports the “full service community” that is envisioned in the Parker 2035 Master Plan.		

V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The property is located south of Mainstreet, east of Jordan Road, west of Motsenbocker Road and north of Todd Drive. It is anticipated that the proposed new development will be served by three existing roadways, two within the Olde Town at Parker commercial development and one within the existing Olde Town at Parker residential development (Springfield Court). The extension of Springfield Court will provide vehicular and pedestrian access from the residential areas to the adjacent commercial businesses. Springfield Court from the north will end in a cul-de-sac, avoiding thru traffic for Clarke Farms.

The existing and proposed internal network of private drives will connect to Mainstreet and the other public rights-of-way to the new residential development. The private drives will conform to Town of Parker criteria and be owned and maintained by the Olde Town Metropolitan District.

The sidewalk network is an important component of the development and is designed to provide pedestrian/bicycle connections between homes and the open space/park areas.

This network will connect to the existing sidewalks and trails within the overall neighborhood and will also provide access to the East West Regional Trail to the south and the Cherry Creek Regional Trail to the west.

VI. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant Analysis

The site features single family attached townhomes offering an underrepresented housing type necessary for the Town to accommodate the wide-ranging housing needs of its population as expressed in the Parker 2035: Changes and Choices (Master Plan).

Staff Analysis

The proposed PD Amendment will expand the boundaries of the Olde Town PD while continuing to allow for single-family residential development that is similar in height and density to that which is already permitted in the Olde Town PD. The proposed expansion will include enhanced access for the residential areas of the PD to the commercial areas and to Mainstreet. In addition, the PD Amendment will provide additional residential variety within the Town of Parker.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant Analysis

The particular parcel of ground is indeed the correct site for the proposed development; The parcel's location between an existing single-family residential neighborhood and a commercial development makes it an ideal place to provide a walkable neighborhood of single-family attached products that tie into the adjacent commercial district and speak to the full service community directive of the Parker Master Plan. The development completes the planned residential Senderos Creek neighborhood, filling a vacant gap between existing uses. The proposed planning area is within walking distance to local amenities such as the park and recreation center of the adjacent Neighborhood Activity Center as well as the existing and proposed commercial development to the west.

Staff Analysis

The additional acreage is directly adjacent to the existing Olde Town at Parker development. Though it is surrounded on all sides by residential and commercially zoned property, this site has remained undeveloped; presumably because of inherent challenges on the site. It is a relatively small parcel, has no direct access from Mainstreet and includes a cell tower that must be incorporated into the development. The applicant has worked closely with the Olde Town Metro District and the Homeowners' Association (HOA) throughout this process. The additional acreage will

be included into the Olde Town Metro District and HOA. Inclusion of this property into the Olde Town/Senderos Creek neighborhood will complete the subdivision and provide creative solutions to the existing development challenges.

The proposed PD amendment will maintain the existing maximum height of thirty-five (35) feet as the rest of the Olde Town PD and surrounding areas. In addition, the maximum density aligns with other Planning Areas in the Olde Town PD.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant Analysis

Not applicable

Staff Analysis

There is no error in the original zoning for this property. This property was annexed in 2014 as an enclave annexation. The Town aligns enclave annexation zoning with the zoning designation in Douglas County, in this case the property was zoned Agriculture.

Based on this analysis, staff has determined that the request meets this criterion

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

Applicant Analysis

Parker's growth rate as well as larger industry trends have shifted land use priorities in the Town from agricultural towards residential. This is particularly apparent in the Olde Town Subdivision which has developed as residential. As this is the final piece of the subdivision, this project's completion will establish the area's character as a residential neighborhood. This is reflected in the Parker 2035: Choices and Changes (Master Plan) General Land Use Plan which designates the site location as Medium Residential Density. Additionally, the Town's Master Plan mentions that housing affordability has become more of an issue and notes the importance of diversifying the existing housing stock through attainable housing options in response to this.

Staff Analysis

The 12-acre site that is the subject of this request is currently zoned Agricultural and is the last undeveloped parcel in this area. The zoning proposed by the applicant is consistent with the existing development and will complete the mixed-use design originally envisioned for the Olde Town at Parker subdivision.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant Analysis

Senderos Creek North will include a new street connection between the existing drive aisle in the adjacent commercial area to the west and Neu Towne Circle via an extension of East Springfield Court. East Springfield Court is currently stubbed to the Property for future extension. These street connections will provide improved connectivity both within in the neighborhood and to the surrounding community. Enhanced pedestrian connections to the existing and future commercial development adjacent to the site establishes the potential for residents to walk to work and services.

Staff Analysis

The applicant worked with the Town's engineering staff to provide adequate access, resolve incomplete streets and minimize impacts to nearby residential areas.

- The proposed access points will provide adequate circulation for the new development.
- The extension of Springfield Court from the south will provide an additional connection to the adjacent commercial uses.
- In response to concerns from the adjacent Clarke Farms subdivision, the applicant is proposing a cul-de-sac on Springfield Court from the north to avoid impacts to this established neighborhood from the new development.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant Analysis

The proposed project is meeting all applicable fees, policies, and requirements as specified by the Town of Parker and applicable utility districts.

Staff Analysis

This proposal completes an existing development previously approved for similar density. Town services to the development include road maintenance and emergency police response. The Town currently maintains public roads adjoining the development and will accept new public roads by dedication as development proceeds. Maintenance services will not need to be unreasonably extended to provide service to this development. The property is already located within the Town and the Police Department would respond to any calls currently. South Metro Fire and Rescue Authority will provide service to this area as it lies within their district boundaries.

Based on this analysis, staff has determined that the request meets this criterion

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

Applicant Analysis

There are no known environmental impacts associated with development of the property.

Staff Analysis

No environmental concerns were identified by referral agencies. No significant wildlife or open space resource areas were identified for potential preservation in the Town's *Open Space, Trails and Greenways Master Plan*.

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

Applicant Analysis

The Proposed Project will bring zoning in line with the residential use identified for the area on the General Land Use Plan in the Town Master Plan. This is consistent with the other planning areas established in the Olde Town PD. The proposed Senderos Creek North neighborhood will be compatible with the adjacent land uses and seeks to create a "full service community" of residents with walkable connections to parks, open space, and services, as envisioned in the Town Master Plan.

Staff Analysis

The Parker 2035 Master Plan identifies this area as Medium Density Residential and as being within a Neighborhood Center. The Medium Density Residential recommends an overall density of 3.5 dwelling units per acre while the Neighborhood Center allows for higher density residential when applied in a mixed-use walkable development. This project integrates commercial uses with adjacent residential and recreational uses through a network of pedestrian oriented alternative access routes.

Recommendations within the Parker 2035 Master Plan for the Neighborhood Centers allow for higher density residential uses as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development.

The rezoning associated with this proposal is consistent with the current Parker 2035 Master Plan maps goals and policies as further described in Section IV of this staff report.

Based on this analysis, staff has determined that the request meets this criterion

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

Parker Water and Sanitation District (PWSD) will provide potable water and sanitary sewer service to the Proposed Project. The neighborhood is located within the Douglas County School District and within the feeder area for Chaparral High School. It is anticipated that Prairie Crossing Elementary School and Sierra Middle School will also serve residents within the Proposed Project. It should also be noted that the K-8

American Academy Charter School is located directly east of the Proposed Project and will serve residents as well. The proposed residential plan includes two parks and incorporates recreation areas such as a playground, dog park and community gardens. Along with the parks and open space within the larger Senderos Creek neighborhood, the nearby Cherry Creek Trail will offer residents expanded access to greenways in the town as well as pedestrian access to downtown Parker.

Staff Analysis

Water and sewer services will be provided by the Parker Water and Sanitation District. The cost to extend these facilities to the project area will be the responsibility of the developer.

The applicant has agreed to provide the appropriate cash-in-lieu of school facilities necessary to mitigate impacts created by the development to the satisfaction of the school district. Open space and trail dedications within this proposal have remained consistent with original approvals. Park space will be required to be designed and constructed meeting Town requirements as a part of the Final Plat process and approval.

SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	No Comment
Building	Approved
Centennial Airport	The development falls within the Airport Influence Area and recommend an avigation easement for the property.
CenturyLink	No comment
Clark Farms HOA	No comment
Comcast	No comment
Comprehensive Planning	The property is located within the Neighborhood Center of the Parker 2035 Master plan which supports higher density residential.
Douglas County Assessors	No comment
Douglas County School District	The developer and the District have agreed with a flat cash-in-lieu payment to the District of \$107,784.00 towards capital mitigation and land dedication.
IREA	Approved
Fire Life Safety	Approved
Neu Towne Metro District	The Board supports approval of the development parcel.
Neu Town HOA	The Association supports a development plan for up to 127 townhomes.
Parker Water and Sanitation District	Approved for zoning
PSCO	No objection to the proposed zoning contingent upon PSCO being able to maintain all existing rights

Public Works/Engineering	No comment
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VII. CONCLUSION

The proposed rezoning will add 12.16 unplatted acres located north of the original Olde Town at Parker development. The PD amendment will add a new Planning Area that will allow for a total of 122 single family attached housing units with a maximum density of 10 units per acre. The proposed density aligns with the permitted densities in other Planning Areas of the Olde Town PD. This will not change the density in any of the existing planning areas, but will increase the overall density in the PD by about a half a dwelling unit per acre. Future applications for site development will be required to meet all Town landscaping, open space or park dedication requirements. This proposal is consistent with the Parker 2035 Master Plan which identifies this area as Medium Density Residential and within a Neighborhood Center. The uses, density and overall design considerations recommended for this district are consistent with the proposed PD and with the nine approval criteria for rezoning requests.

Therefore, staff is recommending that the Planning Commission recommend Town Council approve the Olde Town at Parker PD Guide- 3rd Amendment.

VIII. RECOMMENDED CONDITIONS

None

IX. ATTACHMENTS

1. Ordinance No. 3.162.4
2. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: November 16, 2020

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-057**
A Resolution of the Town Council of the Town of Parker, Colorado Appointing a Director to Fill a Vacancy on the Salisbury Heights Metropolitan District Board of Directors
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This resolution appoints Kenneth Cleveland as Director of the Salisbury Metropolitan District, until a successor is elected or appointed, as provided by statute.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Salisbury Heights Metropolitan District has requested the Town Council appoint a director to fill a vacancy on its board of directors. Currently, all five seats on the board are vacant.

Pursuant to Colo. Rev. Stat. § 32-1-905(2.5), if there are no duly elected directors and the failure to appoint a new board will result in the interruption of services that are being provided by the District, then the Town Council may appoint directors from the pool of duly qualified, willing candidates. The District has identified one resident of the District willing and qualified to serve as a director. This resolution will appoint Kenneth Cleveland to serve on the board of directors for the District. Colo. Rev. Stat. § 32-1-905(2.5) requires the board of directors to call a special election within six months after the appointment.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 20-057

RECOMMENDED MOTION

I move to approve Resolution No. 20-057, as part of the consent agenda.

RESOLUTION NO. 20-057, Series of 2020

TITLE: A RESOLUTION APPOINTING A DIRECTOR TO FILL VACANCY ON THE SALISBURY HEIGHTS METROPOLITAN DISTRICT BOARD OF DIRECTORS

WHEREAS, the Salisbury Heights Metropolitan District (the “District”) was duly created pursuant to statute, and the service plan for the District was approved by the Town Council of the Town of Parker, Colorado (the “Town”) on March 3, 2014;

WHEREAS, the District is located entirely within the boundaries of the Town;

WHEREAS, the District’s Board of Directors (the “Board”) is currently vacant;

WHEREAS, pursuant to Section 32-1-905(2.5), C.R.S., if there are no duly elected directors, the Town has the authority to appoint individuals to fill vacancies from the pool of qualified, willing candidates;

WHEREAS, Kenneth Cleveland is the only qualified elector within the boundaries of the District willing to serve on the Board;

WHEREAS, the Town has determined that failure to appoint a new Board for the District will result in the interruption of services that are being provided by the District; and

WHEREAS, Section 32-1-905(2.5), C.R.S., requires the Board of the District to call a special election within six (6) months after the appointment, which special election is to be held in accordance with the provisions of Section 32-1-305.5 and Articles 1 to 13.5 of Title 1, C.R.S.

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

Section 1. The Town hereby determines that all of the jurisdictional and other requirements of Section 32-1-905(2.5), C.R.S. have been fulfilled.

Section 2. The Town finds that there are currently no duly appointed and validly sitting incumbent Directors of the District.

Section 3. The Town finds that the Director candidate, Kenneth Cleveland, is a duly qualified and willing candidate to be appointed to the Board of the District.

Section 4. The Town finds that there are no other duly qualified and willing candidates to be appointed to the Board of the District.

Section 5. The following individual is hereby appointed as Director of the Salisbury Heights Metropolitan District, to serve until his successor is duly elected or appointed as provided by statute:

Kenneth Cleveland.

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: November 16, 2020
Submitted By: Michelle Kivela, Town Administrator
Reviewed By: Michelle Kivela, Town Administrator
Title: **RESOLUTION NO. 20-059**
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. 20-059.

The amended organization plan moves the oversight of the Communications Department to the Assistant Town Administrator (formally Assistant to the Town Administrator) from the Deputy Town Administrator. The Deputy Town Administrator position is being reorganized and restructured to perform the Economic Development functions. Moving the Communications Department allows for more capacity for the Deputy Town Administrator's Economic Development focus.

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

FINANCIAL IMPACT

Minimal cost impact related to salary.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution 20-059

RECOMMENDED MOTION

I move to approve Resolution No. 20-059, as part of the consent agenda.

RESOLUTION NO. 20-059, 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

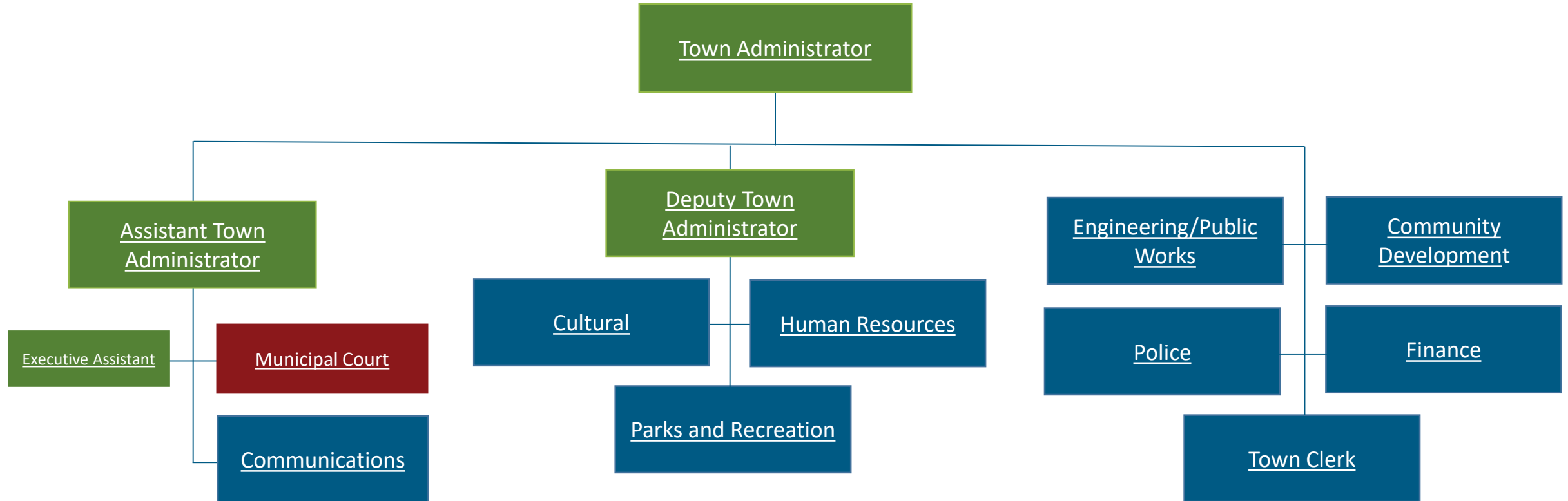
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



EXHIBIT A



Jan. 1, 2021

- Town Administrator Office
- Department
- Division



Request for Town Council Action

Date: November 16, 2020

Submitted By: Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-060**
A Resolution to Allow a Partial Waiver of Subsections 13.07.100(i) and (j) of the Parker Municipal Code to Extend the Expiration Date of the Parker Pointe Minor Development Plat

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The applicant, Parker and Stroh L.L.C., is requesting a partial waiver of Section 13.07.100(i) and (j) of the Municipal Code to extend the approval for the Parker Pointe Minor Development Plat (SUB19-052) an additional six months to May 27, 2021. The Parker Pointe Minor Development Plat will create 15 commercial lots and a tract for stormwater detention and preservation of Kinney Creek open space on the site. The subject property is located at the southeast corner of Parker Road and Stroh Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Parker Pointe Minor Development Plat (MDP) on April 6, 2020. This was the second time that the Town Council approved the MDP because the original approval expired in 2019. This was caused by a change in ownership/management team for the project that prevented them from meeting the recordation deadline as described in the Land Development Ordinance (LDO). As a result, the MDP was determined to be null and void and the the applicant had to resubmit it and obtain Town Council approval again.

Under the LDO, “Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: one (1) photographic Mylar copy (Fix-line, emulsion down) of the approved final plat, amended, if necessary, and ready for recordation (except for Town signatures),...” This also includes the requirement for the applicant to provide financial security for all public improvements. The applicant has submitted the required MDP Mylar but has not been able to obtain the required financial security in the form of a letter of credit for the public improvements. The Town Code provides that the

Planning Director may grant an extension of up to 30 days, which extension has been requested and granted for the approved project. Additionally, for the reason that the approved project was pending when the Town declared the local disaster emergency in response to the COVID-19 pandemic, the minor development plat approval was extended for four (4) months as provided by Emergency Order No. 12-2020.

The expiration date for the approved project with the described extensions, is November 27, 2020. The applicant states that they will not be able to secure a letter of credit for required public improvements to allow for the recordation of the MDP Mylar prior to the expiration date. According to them, the impacts of COVID-19 have impeded their ability to obtain the letter of credit that is required to record the MDP. They are requesting a six (6) month extension to May 27, 2021, to allow them additional time to obtain the required letter of credit from a new bank. If the extension is not granted, the MDP approval will expire after November 17, 2020.

FINANCIAL IMPACT

N/A

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Parker Pointe Waiver Request
2. Resolution No. 20-060

RECOMMENDED MOTION

I move to approve Resolution No. 20-060, as part of the consent agenda.

Brad Willett
Manager
Parker and Stroh LLC
975 Lincoln Street, Suite 204
Denver, Colorado 80203

October 26, 2020

Bryce Matthews
Planning Manager
20120 E Mainstreet
Parker, Colorado 80138

RE: Parker Pointe Minor Development Plat - Approval
Site Location: Southeast Corner of Parker Road and Stroh Road

Mr. Matthews,

Thank you for your attention to this matter. I know this is a very busy time for you. I am writing to request a 6 month extension to the timeline of the existing approval of our Minor development plat located on the Southeast corner of Parker Road and Stroh Road. Our current approval is good through November 6, 2020 (or December 6, 2020 with the 30 day extension.) We are asking for an extension to June 6, 2021. This plat has been unanimously approved in both 2019 and 2020.

When our plat was approved for the second time on April 6, 2020, our timing could not have been worse. Our financial partner had assured us they were excited to finance the project. Unfortunately, due to COVID-19, they decided not to move forward with our financing. Had we known, we never would have pushed for the approval in the first place. We thought we had a lender who agreed to satisfy the security requirements.

Over the past 6 months, we have established new relationships and are excited about the next 6 months of our project. We are working with a new partner and they are equally excited about the project.

I would like to thank you and Town Council in advance for understanding that we are experiencing unprecedented times and that is the reason for our request. Thank you for working with us and we look forward to working with you as we develop Parker Pointe.

Sincerely,



Brad Willett/Mgr

RESOLUTION NO. 20-060, Series of 2020

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SUBSECTIONS 13.07.100(i) AND (j) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE PARKER POINTE MINOR DEVELOPMENT PLAT

WHEREAS, the Parker Pointe minor development plat (SUB19-052), which creates fifteen (15) commercial lots and a tract for detention and preservation of Kinney Creek open space (the "Minor Development Plat"), was approved by the Town Council on April 6, 2020;

WHEREAS, Paragraph 13.07.100(i)(2) of the Parker Municipal Code provides that "[w]ithin ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit," in addition to the mylar copy and all required fees, "the appropriate security...to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement;"

WHEREAS, Subsection 13.07.100(j) of the Parker Municipal Code provides that the "failure of the applicant to submit all required documentation, including applicable security, within ninety (90) days shall render approval of the minor development plat null and void;"

WHEREAS, the expiration date of the Minor Development Plat was administratively extended by the Town, as provided by the Town Code and emergency order, and is set to expire on November 27, 2020;

WHEREAS, the owner of the real property that is the subject of the Minor Development Plat (the "Property Owner") has requested that the Town Council provide an additional extension through May 27, 2021 (the "Request");

WHEREAS, the basis of the Request is the unforeseen extension of COVID-19 restrictions placed on businesses and the devastating impacts of COVID-19 that have impeded the ability of the Property Owner to obtain the necessary security to record the Minor Development Plat (the "Project");

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, the Town Council believes that the extension of the Minor Development Plat approval through May 27, 2021, to mitigate the impacts of COVID-19 on the development of the Project is in the public interest of the Town and that the nature of the Project encourages flexibility and variety in land development in the Town;

WHEREAS, the Property Owner made the Request to allow sufficient time to obtain the required security; and

WHEREAS, the Town Council desires to partially waive Subsections 13.07.100(i) and (j) of the Parker Municipal Code to extend the expiration date of the Minor Development Plat to May 27, 2021.

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

Section 1. The Town Council hereby determines that the partial waiver described herein only applies to the Minor Development Plat.

Section 2. The Town Council hereby extends the expiration date of the Minor Development Plat to May 27, 2021.

Section 3. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent or purposes of the Parker Land Development Ordinance.

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: November 16, 2020

Submitted By: Chris Hudson, Deputy Director of Engineering
Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **High Plains Trail - Segments 1 & 2 Final Design Professional Services Agreement**

Amount: \$201,513.48

Contractor: Stanley Consultants, Inc.

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consultants for the final design of the High Plains Trail - Segments 1 & 2 Project (Cherry Creek Trail to Aurora Parkway).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has previously engaged Stanley Consultants for the conceptual/preliminary design of the proposed High Plains Trail that will connect the existing High Plains Trail adjacent to E-470 at the Arapahoe/Douglas County line with the existing Cherry Creek trail. Segments 1 & 2 of the proposed High Plains Trail is between the existing Cherry Creek Trail and proposed Aurora Parkway and includes a grade separation (bridge) over Parker Road (State Highway 83). This prior design effort was instrumental in assisting the assembly of the group of partners to fund this proposed capital improvement project. This list of anticipated funding partners include Arapahoe County, Douglas County, E-470, Aurora and Parker. Arapahoe County has in turn been able to secure multi-modal funding from the State of Colorado and Great Outdoors Colorado (GOCO) due to this design effort.

The Town and Arapahoe County entered into an intergovernmental agreement (IGA) in late-2018 for sharing in the cost of the initial design. This design funding IGA was further amended in early-2020 to advance the design effort to complete the final design of this trail. This contract with Stanley Consultants is for the final design of this important regional trail.

FINANCIAL IMPACT

Funding for this design effort is part of the 2020 Parks, Recreation and Open Space funding

(203-4520).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 16, 2020

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **Downtown Safety and Circulation Improvements Final Design Professional Services Agreement**

Amount: \$119,938

Contractor: Stanley Consultants, Inc.

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consultants for the final design of the Downtown Safety and Circulation Improvements Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In late-2018, the Town's consultant (David Evans & Associates (DEA)) wrapped up the Parker Downtown Safety and Circulation Study. This study provided recommended short and long-term improvements for the Downtown area of Parker. Parker Town Council approved funding for the design of these improvements as part of the 2019 budget and the Town engaged DEA to commence the initial conceptual/preliminary design of these improvements. This design work commenced in 2019, but stalled due to several issues including COVID in mid-2020. In the fall of 2020, Town staff made a decision to switch consultants to complete the final design of these improvements and selected Stanley Consultants to undertake this effort. The Town has utilized Stanley Consultants on several design projects with good results. The proposed improvements include pedestrian safety and circulation improvements on Victorian Drive and Mainstreet and also include a traffic signal at the Mainstreet/Victorian Drive (west) intersection.

FINANCIAL IMPACT

Funding for this design effort is part of the 2020 Highway and Street capital projects budget (301-4310).

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 a part of the consent agenda.



Request for Town Council Action

Date: November 16, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539.4 - Second 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

EXECUTIVE SUMMARY

This item requests Council approval for the partial roll-back of reduced revenues and expenses in the 2020 Budget related to the expected COVID-19 financial impacts.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the two Council meetings in May 2020, Council approved the recommended reductions in revenues and expenses in anticipation of significant financial impacts to the Town's revenue streams related to COVID-19. In July 2020, the recommendation was made to Council that some of the reductions be "rolled back". The recommendation was based on the continuation of strong sales tax revenue growth that had occurred year-to-date (YTD). At the study session, Council agreed in theory to the recommendations. Today's action is to approve those roll-backs that were discussed.

In summary, the following funds are impacted by the roll-backs:

General Fund: a net revenue increase of \$1,600,000 and an expense increase of \$4,434,232;
Cultural Fund: an increase to the transfer from the General Fund of \$555,744 to cover the costs of maintaining activities with reduced attendance;
Excise Tax Fund: the elimination of the transfer to the General Fund of \$4,000,000; and
Medical Benefits Fund: a transfer of \$1,000,000 from the General Fund to offset lower premium revenue and higher claims costs which are both also being adjusted.

The Cultural Fund, Stormwater Fund, Fleet Services Fund, Information Technology Fund and Facility Services Fund also all have expense increases related to the rollback of the original personnel-related reductions.

The General Fund changes are specifically as follows:

Expense Related

Personnel-related of \$1,728,488

Hilltop Road project of \$750,000

Master Facilities Plan of \$350,000

Median Repair and Maintenance of \$100,000

Increased Transfer Out to Cultural Fund of \$555,744

Increased Transfer Out to Healthcare Fund of \$1,000,000

Revenue Related

Elimination of transfer from the Excise Tax Fund of \$4,000,000

Increased sales tax revenue of \$5,600,000

FINANCIAL IMPACT

In total, appropriated expenses increase a net of \$1,642,124 and revenue increases \$2,655,744 for a net cash impact of \$1,013,620.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance 1.539.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.4 on second reading.

ORDINANCE NO. 1.539.4, 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**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.4**

1st reading 11/02/2020

2nd reading 11/16/2020

	Expenditure Adjustment	Revenue Adjustment	Net Cash Impact
General Fund	\$ 4,434,232	\$ 1,600,000	\$ (2,834,232)
Parks and Recreation Fund	-	-	-
Cultural Fund	105,215	555,744	450,529
Recreation Fund	416,833	-	(416,833)
Capital Facility Reserve Fund	-	-	-
Public Improvements Fund	-	-	-
Excise Tax Fund	(4,000,000)	-	4,000,000
Stormwater Fund	12,539	-	(12,539)
Fleet Services Fund	6,774	-	(6,774)
Information Technology Fund	156,049	-	(156,049)
Facility Services Fund	10,483	-	(10,483)
Medical Benefits Fund	500,000	500,000	-
Total all funds	\$ 1,642,124	\$ 2,655,744	\$ 1,013,620

Town of Parker
2020 Revised Budget Ordinance 1.539.4
 1st Reading
 2nd Reading

Exhibit A

November 2, 2020
 November 16, 2020

	Revision	2020 Revised Budget
<u>General Fund</u>		
Beginning fund balance		\$ 24,632,967
Revenue		45,095,377
Revenue revision	1,600,000	1,600,000
Total revised revenue		46,695,377
Total available		71,328,344
Expenditures		50,968,552
Expenditures revision	4,434,232	4,434,232
Total expenditure revision		55,402,783
Ending fund balance		\$ 15,925,561
<u>Cultural Fund</u>		
Beginning fund balance		\$ 547,706
Revenue		4,302,599
Revenue revision	555,744	555,744
Total revised revenue		4,858,343
Total available		5,406,049
Expenditures		4,543,287
Expenditures revision	105,215	105,215
Total revised expenditures		4,648,502
Ending fund balance		\$ 757,547
<u>Recreation Fund</u>		
Beginning fund balance		\$ 2,142,021
Revenue		7,685,070
Revenue revision	-	-
Total revised revenue		7,685,070
Total available		9,827,091
Expenditures		8,437,315
Expenditures revision	416,833	416,833
Total revised expenditures		8,854,148
Ending fund balance		\$ 972,943

Town of Parker
2020 Revised Budget Ordinance 1.539.4
 1st Reading
 2nd Reading

Exhibit A

November 2, 2020
 November 16, 2020

	Revision	2020 Revised Budget
<u>Excise Tax Fund</u>		
Beginning fund balance		\$ 9,473,384
Revenue		2,745,000
Revenue revision	-	-
Total revised revenue		2,745,000
Total available		12,218,384
Expenditures		6,120,000
Expenditures revision	(4,000,000)	(4,000,000)
Total revised expenditures		2,120,000
Ending fund balance		\$ 10,098,384
<u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 5,306,553
Revenue		19,031,300
Revenue revision	-	-
Total revised revenue		19,031,300
Total available		24,337,853
Expenditures		19,833,522
Expenditures revision	12,539	12,539
Total revised expenditures		19,846,061
Ending fund balance		\$ 4,491,792
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ 1,650,905
Revenue		2,721,689
Revenue revision	-	-
Total revised revenue		2,721,689
Total available		4,372,594
Expenditures		2,479,780
Expenditures revision	6,774	6,774
Total revised expenditures		2,486,554
Ending fund balance		\$ 1,886,040

Town of Parker
2020 Revised Budget Ordinance 1.539.4
 1st Reading
 2nd Reading

Exhibit A

November 2, 2020
 November 16, 2020

	Revision	2020 Revised Budget
<u>Technology Management Fund</u>		
Beginning fund balance		\$ 1,276,075
Revenue		4,057,039
Revenue revision	-	-
Total revised revenue		4,057,039
Total available		5,333,114
Expenditures		3,958,313
Expenditures revision	156,049	156,049
Total revised expenditures		4,114,362
Ending fund balance		\$ 1,218,752
<u>Facility Services Fund</u>		
Beginning fund balance		\$ 105,021
Revenue		1,157,551
Revenue revision	-	-
Total revised revenue		1,157,551
Total available		1,262,572
Expenditures		1,148,955
Expenditures revision	10,483	10,483
Total revised expenditures		1,159,438
Ending fund balance		\$ 103,134
<u>Medical Benefits Fund</u>		
Beginning fund balance		\$ 508,719
Revenue		4,375,509
Revenue revision	500,000	500,000
Total revised revenue		4,875,509
Total available		5,384,228
Expenditures		4,123,688
Expenditures revision	500,000	500,000
Total revised expenditures		4,623,688
Ending fund balance		\$ 760,540



Request for Town Council Action

Date: November 16, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.547 - Second Reading**
A Bill for an Ordinance to Adopt the 2021 Budget and to
Make Appropriations for the Same
Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2021 Budget. Tonight is the second public hearing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2021 Town of Parker budget began in mid-July and was followed with the Annual Town Council Budget Retreat on September 25, 2020. Since the Retreat, two additional study sessions have been held with Council and the 2021 Budget document was posted to the internet on Tuesday, October 13, 2020, in advance of the legally required filing date of October 15, 2020. Tonight is the second public hearing for the 2021 Budget.

The 2021 Budget was prepared in conjunction with four overall guidelines:

- Meet the General Fund required cash balance percentage
- Invest in employees
- Maintain and grow community programs
- Prepare financially for upcoming strategic infrastructure decisions

Due to the unknown impact of COVID-19 in 2021, a careful approach was taken in building the budget. A continuation of COVID-19 impacts is assumed through the first six months of the year with a slow return to normal during the remainder of the year. Sales tax collections are budgeted at a 3% growth level to reflect a potential pullback in the local economy due to continued job loss and reduced assistance levels.

In the General Fund, which is the main operational fund of the Town, operating expense growth is under two percent which basically reflects expected inflation. The performance pay pool and

the commissioned officer step plan have both been funded at three percent. In an attempt to control increasing healthcare costs, the Town will be offering two new health care plans to employees. These two plans include a smaller doctor network which should enable both employees and the Town to experience lower costs. The full-time employee count is increasing by one full-time position in Public Works; three part-time positions, one in the Town Clerk's Office, one in Finance and one in Community Development, are being moved to full-time status.

The General Fund cash-to-expense ratio is budgeted at 28.1% for year-end 2021.

Both the Recreation and Cultural Funds have been impacted by COVID-19 guidelines during 2020. The actual cash balances for these two funds will be monitored very closely for the remainder of 2020 and early 2021. Depending upon the ability to return to more normal customer levels, additional budget actions may be required in 2021.

FINANCIAL IMPACT

The 2021 Town of Parker budget includes appropriations of \$145,671,332 across all Town funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.547

RECOMMENDED MOTION

I move to approve Ordinance No. 1.547 on second reading.

ORDINANCE NO. 1.547, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2021 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2021 was presented by the Town Administrator on October 12, 2020; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 2, 2020, and November 16, 2020, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2021 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

SUMMARY

Town of Parker

2021 Budget

General Fund

Beginning Fund Balance	\$	27,351,524
Revenues		56,489,089
Expenditures		65,475,423
Ending Fund Balance	\$	<u>18,365,190</u>

Conservation Trust Fund

Beginning Fund Balance	\$	339,213
Revenues		520,075
Expenditures		575,000
Ending Fund Balance	\$	<u>284,288</u>

Parks and Recreation Fund

Beginning Fund Balance	\$	11,273,404
Revenues		10,278,657
Expenditures		13,422,392
Ending Fund Balance	\$	<u>8,129,669</u>

Law Enforcement Assistance Fund

Beginning Fund Balance	\$	121,043
Revenues		84,000
Expenditures		128,567
Ending Fund Balance	\$	<u>76,476</u>

Cultural Fund

Beginning Fund Balance	\$	1,157,577
Revenues		4,229,524
Expenditures		4,831,630
Ending Fund Balance	\$	<u>555,471</u>

Recreation Fund

Beginning Fund Balance	\$	1,299,341
Revenues		9,438,200
Expenditures		9,453,269
Ending Fund Balance	\$	<u>1,284,272</u>

SUMMARY

Town of Parker

2021 Budget

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$	2,004,743
Revenues		10,020,000
Expenditures		-
Ending Fund Balance	\$	<u>12,024,743</u>

Public Improvements Fund

Beginning Fund Balance	\$	29,077,807
Revenues		9,953,140
Expenditures		19,520,000
Ending Fund Balance	\$	<u>19,510,947</u>

Excise Tax Fund

Beginning Fund Balance	\$	10,453,384
Revenues		2,830,000
Expenditures		2,250,000
Ending Fund Balance	\$	<u>11,033,384</u>

Transportation Impact Fees Fund

Beginning Fund Balance	\$	77,046
Revenues		825
Expenditures		-
Ending Fund Balance	\$	<u>77,871</u>

Parks and Recreation Impact Fees Fund

Beginning Fund Balance	\$	145,162
Revenues		1,600
Expenditures		-
Ending Fund Balance	\$	<u>146,762</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$	7,030
Revenues		90
Expenditures		-
Ending Fund Balance	\$	<u>7,120</u>

SUMMARY

Town of Parker

2021 Budget

General Government Facilities Impact Fees Fund

Beginning Fund Balance	\$	10,480
Revenues		135
Expenditures		-
Ending Fund Balance	\$	10,615

Police Facility Impact Fees Fund

Beginning Fund Balance	\$	10,651
Revenues		135
Expenditures		-
Ending Fund Balance	\$	10,786

Court Facility Impact Fees Fund

Beginning Fund Balance	\$	996
Revenues		13
Expenditures		-
Ending Fund Balance	\$	1,009

Hess Ranch Fund

Beginning Fund Balance	\$	22,316
Revenues		25,035
Expenditures		-
Ending Fund Balance	\$	47,351

Parkglenn Construction Fund

Beginning Fund Balance	\$	213,527
Revenues		2,850
Expenditures		-
Ending Fund Balance	\$	216,377

General Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		940,323
Expenditures		940,323
Ending Fund Balance	\$	-

Recreation Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		1,582,620
Expenditures		1,582,620
Ending Fund Balance	\$	-

SUMMARY

Town of Parker

2021 Budget

Stormwater Utility Fund

Beginning Fund Balance	\$	4,977,660
Revenues		11,269,389
Expenditures		15,505,766
Ending Fund Balance	\$	<u>741,283</u>

Fleet Services Fund

Beginning Fund Balance	\$	1,964,739
Revenues		2,540,158
Expenditures		2,495,384
Ending Fund Balance	\$	<u>2,009,513</u>

Technology Management Fund

Beginning Fund Balance	\$	1,540,613
Revenues		3,990,659
Expenditures		3,975,659
Ending Fund Balance	\$	<u>1,555,613</u>

Facility Services Fund

Beginning Fund Balance	\$	229,717
Revenues		1,090,300
Expenditures		1,088,299
Ending Fund Balance	\$	<u>231,718</u>

Medical Benefits Fund

Beginning Fund Balance	\$	860,319
Revenues		4,450,000
Expenditures		4,427,000
Ending Fund Balance	\$	<u>883,319</u>



Request for Town Council Action

Date: November 16, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ANTHOLOGY NORTH - Planned Development Amendment No. 2**

Applicant: John Prestwich, PCS Group

Location: Generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road

Department: Community Development, BrieAnna Simon

TRAKiT No.: Z20-002

EXECUTIVE SUMMARY

The applicant, PCS Group, is requesting an amendment to the Anthology North Planned Development (PD) zoning to adjust Planning Area boundaries to reflect a dendritic stormwater design approach, amend lot size requirements and to implement the 2019 Partial Waiver Resolution requirement for commercial zoning in Planning Area 15. The applicant is also requesting an amendment to the Annexation Agreement to simplify and better align parks and open space dedications with the proposed PD Planning Areas.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Anthology North Planned Development (PD) is generally located south of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and adjoins the Hess Ranch (Looking Glass) PD to the south that is currently under development. Together, these two (2) projects constitute the last major sector for growth and development remaining in the Town.

The applicant's representative, PSC Group, is requesting that the Town Council approve an amendment to the existing Anthology North PD zoning. Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

The applicant is requesting an amendment to the Planning Area boundaries in Segment 1 to

support improved subdivision design. The catalyst for the requested change is the dendritic design approach to stormwater management. Dendritic design is a method of planning and designing a proposed development that responds to and preserves natural features such as floodplains, natural drainages, slopes and upland areas by incorporating them into the stormwater design as opposed to substantially altering or removing them. While the Planning Area boundaries are proposed to be amended, it is important to note that there is no increase in residential density or the total number of residential units allowed under Annexation Agreement and approved PD zoning. However, the applicant is proposing an increase in the open space of roughly 40 acres.

Lot Standards Revisions:

The applicant is requesting an amendment to current lot size standards to increase the range of housing types and accommodate market demand for attached housing. The current PD zoning contemplates a standard minimum lot size of 2,500-square feet for single-family attached residential types. These lot sizes are too large for the typical single-family attached residential (townhome) and duplex (paired home) housing types. Therefore, the applicant is proposing a more appropriate minimum lot size of 1,200-square feet for a single-family attached residential housing types (townhomes and paired homes). The proposed minimum lot size of 1,200-square feet is a common size for these types of housing and is consistent with zoning requirements for similar residential development in the Town.

Partial Waiver Resolution Compliance:

In April of 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer certain submittal requirements and phase future development into three (3) segments including required Sketch and Preliminary Plan applications. In return, the Town was able to negotiate certain improvements to the future Planned Development that it would have not been able to otherwise achieve. The Town Council approved the Partial Waiver Resolution subject to certain developer obligations as follows:

- One of the obligations is to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Area 15 be rezoned from a Mixed-Use Planning Area to a Commercial Planning Area. The requirement for one-third (1/3) of Planning Area 15 to be rezoned to allow commercial use only, was initiated to ensure a critical mass of commercial development to serve the PD and southern section of the Town. It is also supported by the Parker 2035 Master Plan recommendation for Community Centers. This recommendation states “In general, a Community Center shall have no less than 33 percent or twenty (20) acres, whichever is greater, of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use development...” The intent of this language is to ensure that there is meaningful commercial development within identified Community Centers. This will ensure commercial services are available to current and future residents of the Town while generating economic development benefits including retail sales tax revenue and primary employment. A total of one-third (1/3) of Planning Area 15 or approximately 14 acres is proposed to be rezoned to commercial use only.

- A second obligation to be partially addressed with the PD zoning amendment is the requirement for a comprehensive Parks, Trails and Open Space Master Plan (to be developed for all Segments). The Partial Waiver Resolution allowed the applicant to defer details on the associated parks, trails and open space for Segment 2 until there is proposed development for Segment 2. The applicant has provided a detailed analysis and plan for the parks, trails and open space amenities located within Segment 1. The Anthology North Parks, Trails and Open Space Master Plan provides compliance with the requirements outlined in the Partial Waiver Resolution and the new parks standards adopted by the Town Council on October 19, 2020.

The benefits of the requested Anthology North PD zoning amendments will be the implementation of a more environmentally friendly dendritic stormwater design, the incorporation of more open space than is currently required and the guarantee that Planning Area 15 will have a minimum of 14 acres or one-third (1/3) of its developable area zoned for future commercial use only.

Staff has reviewed the proposed PD zoning amendment against the nine (9) criteria for approval of a rezoning application set forth in Section 13.04.240 of the Land Development Ordinance and has determined the zoning amendment satisfies the criteria for approval. Please see the the attached Planning Commission Staff Report for additional information.

The Planning Commission held a public hearing and made a recommendation of approval to Town Council for the proposed PD zoning amendment on October 29, 2020.

The proposed Annexation Agreement amendment is intended to simplify the park and open space dedication requirements and to better align those requirements with the proposed, revised PD Planning Areas.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Development Plan
3. Proposed PD Guide
4. Proposed Partial Waiver Commercial Documentation – PA 15
5. Proposed Parks, Trails and Open Space Master Plan
6. Ordinance No. 3.308.2
7. Planning Commission Staff Report
8. Third Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)

RECOMMENDED MOTION

1. I move to approve Ordinance No. 3.308.2 on second reading.

2. I move to approve the Third Amendment to Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), based upon staff findings, subject to approval of Ordinance No. 3.308.2.

MARCH 13, 2020
MR. PAUL WORKMAN,
SENIOR PLANNER
TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

Re: ANTHOLOGY NORTH — PD Amendment - Approval Considerations

1. A need exists for the proposal;

This PD Amendment request is primarily being driven by modifications to the planning to incorporate the natural drainages in a dendritic manner.

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

This PD Amendment request will not modify the overall land uses.

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

There was not an error in the original zoning, the general open space corridors were conceptual at the time the original zoning was put in place, maintaining the drainages in a more natural condition dictate the change in the planning areas.

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

This PD Amendment request is primarily being driven by changes to the open space corridors to maintain the more natural drainage corridors that warrant the change to this PD.

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

This PD Amendment request will aid in regional traffic movement through the extension of Chambers and Stroh Road, the overall development number of units, the amount of park and open space are increasing with this proposal.

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

This PD Amendment request will not change anything that was previously anticipated.

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

This PD Amendment request will not change anything that was previously anticipated, and by keeping the drainages in a more natural condition the environmental impact will be minimized.

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

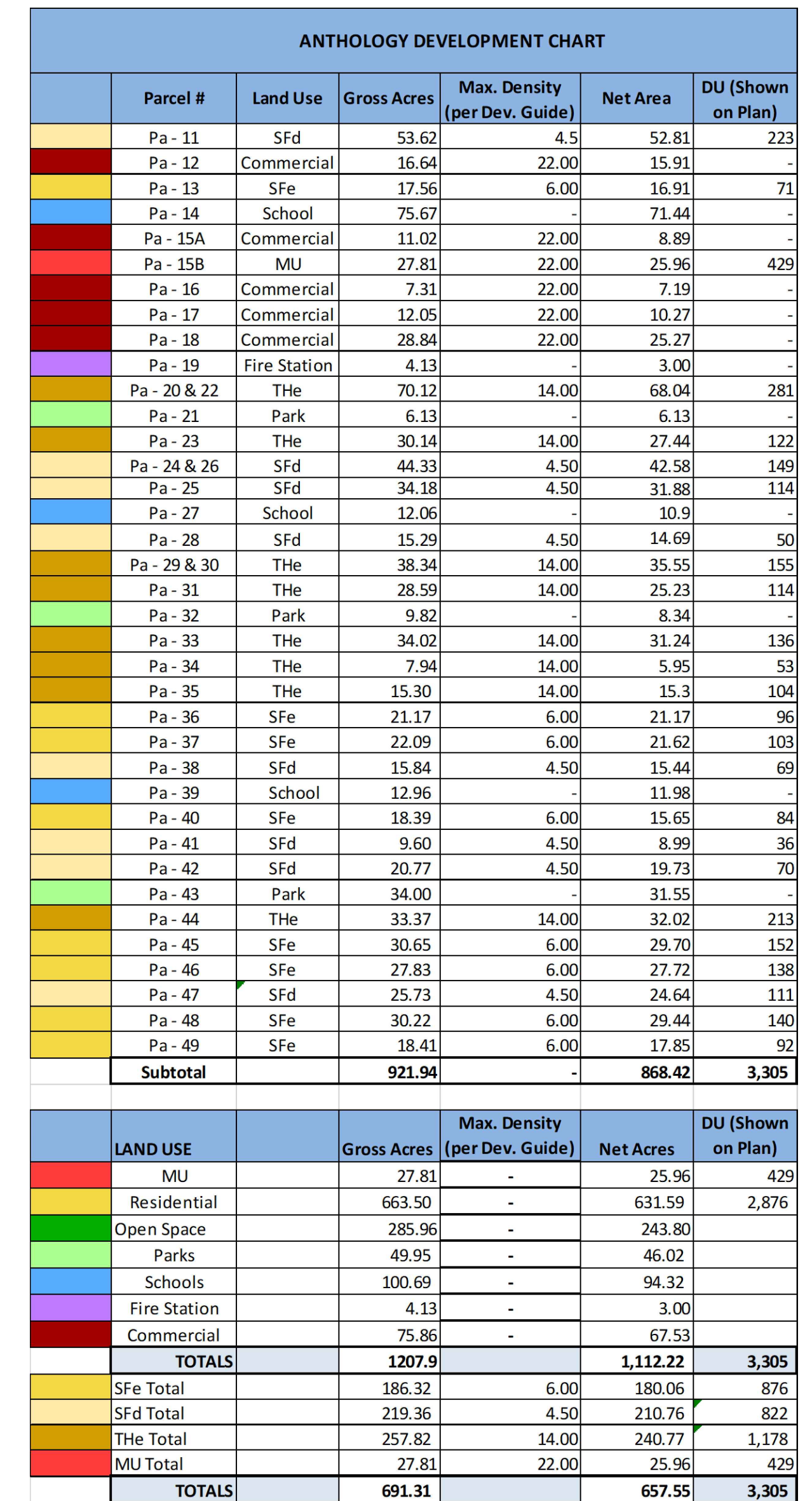
This PD Amendment request maintains the anticipated land uses and general areas for development and is consistent with the Town Master Plan maps, goals and policies.

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;

This PD Amendment request maintains all obligations related to impacts and services.

- **NOTES:**
- **The 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12**
- **"NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.**
- **"NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.**
- **ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.**
- **ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.**
- **CONCEPTUAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAN.**
- **GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.**
- **THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.**
- **28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.**
- **THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.**

OEO, LLC
553 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111



ANTHOLOGY
PARKER, COLORADO

 FLOODPLAIN
 COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK
 PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)
 PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)
 ARAPAHOE CANAL TRAIL

W WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED. WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW.)

D DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

County Clerk and Recorder

Scale: 1" = 800'

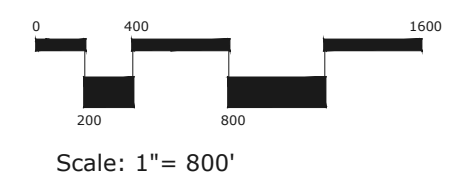


of 1

AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS



ANTHOLOGY - Open Space and Parks									
(Updated 07-31-20)									
Planning Area	PREVIOUS			Planning Area	PROPOSED				
	Land Use	Gross Acres	Net Area		Land Use	Gross Acres	Net Area		
	PA-21	PARK	6.13		6.13	PA-21	PARK	6.13	6.13
	PA-32	PARK	9.58		7.87	PA-32	PARK	9.82	8.34
	PA-43	PARK	31.86		31.09	PA-43	PARK	34.00	31.34
SUB-TOTAL PARKS		47.57	45.09	SUB-TOTAL PARKS		49.95	45.81		
OPEN SPACE EAST OF CHAMBERS ROAD	OS	128.88	119.32	OPEN SPACE EAST OF CHAMBERS ROAD	OS	154.07	129.22		
OPEN SPACE WEST OF CHAMBERS ROAD	OS	112.90	105.38	OPEN SPACE WEST OF CHAMBERS ROAD	OS	131.20	113.78		
				OPEN SPACE ALREADY DEDICATED (NOT SHOWN)	OS	17.95	17.74		
				OPEN SPACE ALREADY DEDICATED (NOT SHOWN)	OS	10.58	10.28		
SUB-TOTAL OPEN SPACE		241.78	224.70	SUB-TOTAL OPEN SPACE		313.80	271.02		
TOTAL OS & PARKS		289.35	269.79	TOTAL OS & PARKS		363.75	316.83		



ANTHOLOGY
PARKER, COLORADO

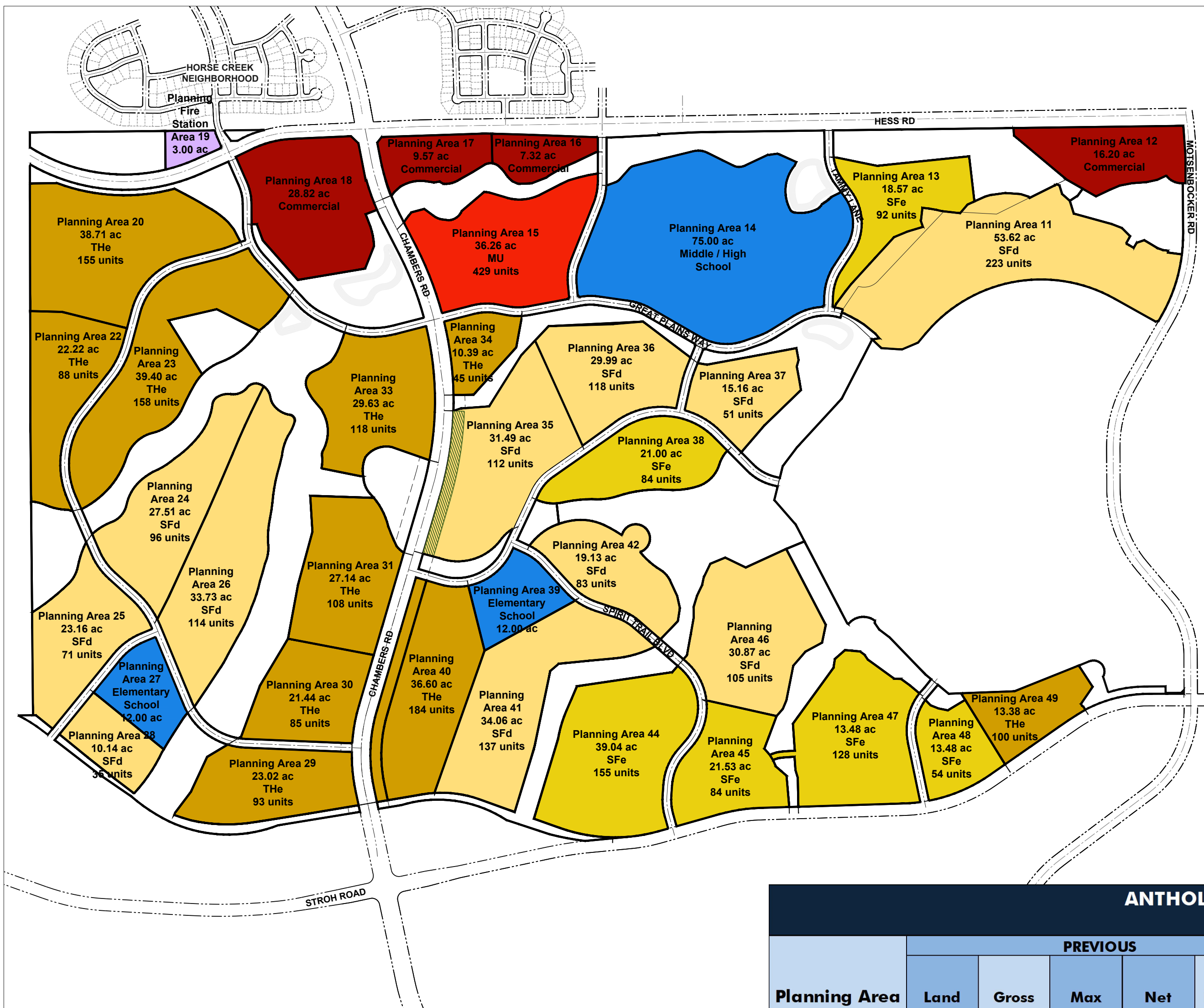
1 of 1

ANTHOLOGY NORTH DEVELOPMENT PLAN

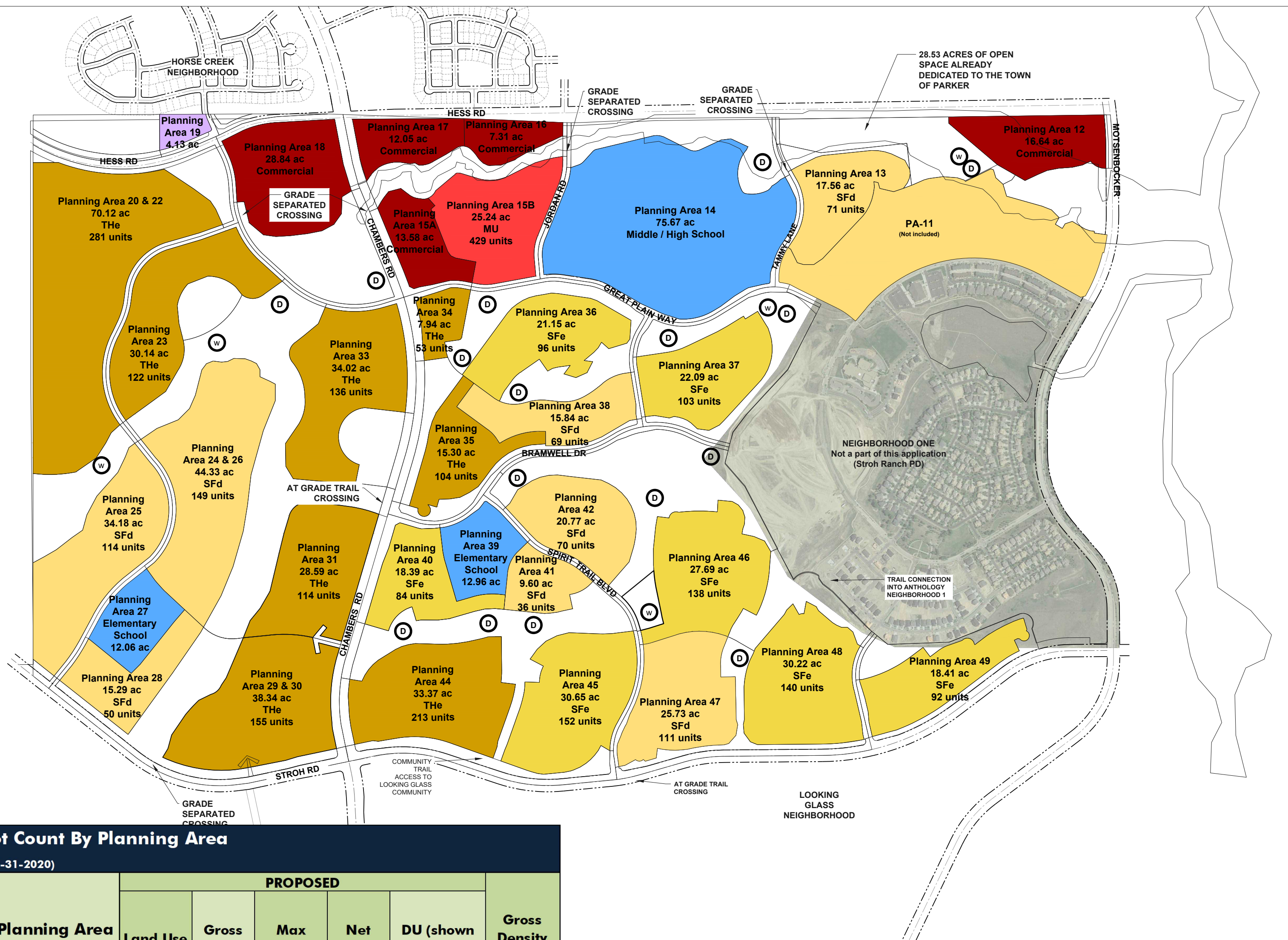
AMENDMENT NO. 2

COUNTY OF DOUGLAS, STATE OF COLORADO

1207.9 ACRES - 3,305 UNITS

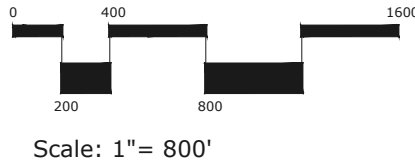


PREVIOUS PD



PROPOSED PD

ANTHOLOGY - Estimated Lot Count By Planning Area													
(Updated 07-31-2020)													
Planning Area	PREVIOUS						Planning Area	PROPOSED					
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	Gross Density		Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	Gross Density
PA-11	SFD	53.62	4.5	52.81	223	4.16	PA-11	SFD	53.62	4.5	52.81	223	4.16
PA-12	Comm	16.20	22.0	15.95	-	-	PA-12	Comm	16.64	22.0	15.91	-	-
PA-13	SFe	18.57	6.0	17.14	92	4.95	PA-13	SFe	17.56	6.0	16.91	71	4.04
PA-14	School	75.00	0.0	70.67	-	-	PA-14	School	75.67	0.0	71.44	-	-
PA-15	MU	36.26	22.0	30.12	429	11.83	PA-15A	Comm	13.58	22.0	11.27	-	-
PA-16	Comm	7.32	22.0	7.20	-	-	PA-15B	MU	25.24	22.0	23.58	429	17.00
PA-17	Comm	9.57	22.0	8.37	-	-	PA-16	Comm	7.31	22.0	7.19	-	-
PA-18	Comm	28.82	22.0	26.62	-	-	PA-17	Comm	12.05	22.0	10.27	-	-
PA-19	Fire Station	3.00	0.0	3.00	-	-	PA-18	Comm	28.84	22.0	25.27	-	-
PA-20	THE	38.71	14.0	37.36	155	4.00	PA-19	Fire Station	4.13	0.0	3.00	-	-
PA-22	THE	22.22	14.0	20.51	88	3.96	PA-20 & 22 (combined)	THE	70.12	14.0	68.04	281	4.01
PA-23	THE	39.40	14.0	35.88	158	4.01	PA-23	THE	30.14	14.0	27.44	122	4.05
PA-24	SFD	27.51	4.5	26.60	96	3.49	PA-24 & 26 (combined)	SFD	44.33	4.5	42.58	149	3.36
PA-26	SFD	35.49	4.5	34.70	114	3.21	PA-25	SFD	34.18	4.5	31.88	114	3.34
PA-25	SFD	23.16	4.5	21.00	71	3.07	PA-27	School	12.06	0.0	10.90	-	-
PA-27	School	12.00	0.0	10.56	-	-	PA-28	SFD	15.29	4.5	14.69	50	3.27
PA-28	SFD	10.14	4.5	9.70	35	3.45	PA-29 & 30 (combined)	THE	38.34	14.0	35.55	155	4.04
PA-29	THE	23.02	14.0	19.80	93	4.04	PA-31	THE	28.59	14.0	25.23	114	3.99
PA-30	THE	21.44	14.0	16.85	85	3.96	PA-33	THE	34.02	14.0	31.24	136	4.00
PA-31	THE	27.14	14.0	22.95	108	3.98	PA-34	THE	7.94	14.0	5.95	53	6.68
PA-33	THE	29.63	14.0	23.64	118	3.98	PA-35	THE	15.30	14.0	15.3	104	6.80
PA-34	THE	10.39	6.0	6.76	45	4.33	PA-36	SFe	21.17	6.0	21.17	96	4.53
PA-35	SFD	31.49	4.5	25.01	112	3.56	PA-37	SFe	22.09	6.0	21.62	103	4.66
PA-36	SFD	29.99	4.5	28.37	118	3.93	PA-38	SFD	15.84	4.5	15.44	69	4.36
PA-37	SFD	15.16	4.5	13.94	51	3.36	PA-39	School	12.96	-	11.98	-	-
PA-38	SFe	21.00	6.0	19.01	84	4.00	PA-40	SFe	18.39	6.0	15.65	84	4.57
PA-39	School	12.00	-	10.76	-	-	PA-41	SFD	9.60	4.5	8.99	36	3.75
PA-40	THE	36.60	6.0	27.12	184	5.03	PA-42	SFD	20.77	4.5	19.73	70	3.37
PA-41	SFD	34.06	4.5	33.29	137	4.02	PA-44	THE	33.37	14.0	32.02	213	6.38
PA-42	SFD	19.13	4.5	17.95	83	4.34	PA-45	SFe	30.65	6.0	29.70	152	4.96
PA-44	THE	39.04	6.0	36.91	155	3.97	PA-46	SFe	27.83	6.0	27.72	138	4.96
PA-45	SFe	21.53	6.0	18.70	84	3.90	PA-47	SFD	25.73	4.5	24.64	111	4.31
PA-46	SFD	30.87	4.5	30.49	105	-	PA-48	SFe	30.22	6.0	29.44	140	4.63
PA-47	SFe	32.22	6.0	28.84	128	3.97	PA-49	SFe	18.41	6.0	17.85	92	5.00
PA-48	SFe	13.48	6.0	11.07	54	4.01							
PA-49	THE	13.38	14.0	11.95	100	7.47							
TOTAL		918.56		831.60	3,305				871.98		822.40	3,305	



LAND PLANNING:
people creating spaces
pcsgroup inc. www.pcsgroupco.com
13, 1180 Independence pass
1007 16th street, denver, co 80265
1.303.531.4905, 1.303.531.4908

ENGINEERING:
CVL CONSULTANTS
10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:
OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:
DESIGNED BY:
JP
SCALE:
AS SHOWN
SUBMITTED ON:
07/31/2020

Anthology North

Town of Parker, Colorado

PD DEVELOPMENT GUIDE

January 15, 2015
Revised March 12, 2015
Revised March 31, 2015
Revised October 5, 2020

Owner:

North Parker Investments, LLC
Seldin Real Estate, Inc.
8160 N. Hayden Rd., Ste. J-208
Scottsdale, AZ 85258-4204
Contact: Kurt Wolter

Planning Consultants:

PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
720-259-8246
Contact: John Prestwich

Engineering Consultants:

CVL Consultants of Colorado, Inc.
10333 E. Dry Creek Road, Suite 240
Englewood, Colorado 80112
720-249-3588
Contact: Brian Wilson

E5X Management

7353 South Alton Way
Centennial, CO 80122
303-770-9111
Contact: Matt Janke

CONTENTS

I. GENERAL PROVISIONS

II. DEFINITIONS

III. LAND USE REGULATIONS

- A. Residential (SFd)
- B. Residential (SFe)
- C. Residential (THe)
- D. Mixed Use (MU)
- E. Commercial
- F. Parks
- G. Open Space (OS)

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

V. ENFORCEMENT AND ADMINISTRATION

- A. Incorporation of Planned Development Master Plan
- B. Effect of Recorded Plan

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variations

In no event shall the total number of 3,305 residential Dwelling Units within all Planning Areas as set forth on the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area, as set forth in the "ANTHOLOGY NORTH PD DEVELOPMENT PLAN AND GUIDE", as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Any decrease in units may be transferred to other Planning Areas in whole or in part, subject to the limitations of Section 13.07.160 of the Parker Municipal Code. Any increase of dwelling units within a Planning Area by more than 10% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code (except for PA 15 which is subject to the restrictions found in Section D Mixed Use, 4 b-Maximum number of Dwelling Units which allows for an administrative minor amendment process).

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN", the Planning Area boundary is the centerline of the abutting right-of-way of such street (except Molsenbocker, Crowfoot Valley and Hess Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "ANTHOLOGY NORTH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Homeowner Associations and/or Special Districts

Homeowner Associations and/ or Special Districts composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations and/ or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or Special District.

Special Districts must be approved by Town Council following a hearing and adaption of the necessary enabling ordinances or resolutions on a case by case basis.

II. DEFINITIONS

A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.

B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may" is permissive.

C. **Definitions:**

Existing definitions in the Parker Municipal Code shall apply unless specifically stated herein.

1. Abut. To have a common border with.
2. Accessory Buildings. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
3. Accessory Dwelling Unit. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
4. Age Restricted Dwelling. Housing limited to buyers and occupants 55 years of age or older within an active adult subdivision filing.
5. Assisted Living Residence. A building containing multiple residential units and/or rooms served by a common dining facility and kitchen and staffed by trained health care professionals who are allowed to administer medications.
6. Building, Principal or Main. A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. Building Front. That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. Building Ground Coverage. The amount of land covered or permitted to be covered by a Building.
9. Building Height. The vertical distance from the average finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. A weighted average of the finished grade on the perimeter of the building may be utilized.
10. Building Setback. The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
11. Building Side. That exterior wall of a Building which faces a Side Lot Line of a Lot.

12. Building Rear. That exterior wall of a Building which faces a Rear Lot Line of a Lot.
13. Car Care Center. An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not include Paint spraying or body repair.
14. Density, Gross or Average. A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area (s) or portions thereof; including all land within said Planning Area (s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
15. Density, Net. A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
16. Dwelling Unit, Clustered Single Family. A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. Dwelling Unit, Patio. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
18. Dwelling Unit, Single Family. A Dwelling Unit Type which includes both Single Family Detached or Attached Dwelling Units.
19. Dwelling Unit, Single Family Attached. A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each of which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. Dwelling Unit, Single Family Detached. A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall or floor in common with any other Dwelling Unit.
21. Dwelling Unit, Townhome. A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has individual outside access. Townhome Dwelling Units may have no side yards, or front and rear yards. May include duplex, tri-plex, four-plex, or more.
22. Dwelling Unit, Zero Lot Line. An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. Dwelling Unit, Live/Work. An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where residential setbacks apply.
24. Easement, Private Street. An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
25. Floor Area Ratio. A measurement of Development intensity expressed as a ratio derived by dividing the total Floor Area of a Building by the actual area of the Lot.
26. Garage, Parallel. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.

27. Garage, Perpendicular. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
28. Group Care Facilities. A facility where three or more persons are provided supervision and a planned treatment of counseling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local/judicial/health/welfare agency or serve only referrals from such agencies, and is subject to state statute for permitting. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
29. Independent Living. A living arrangement for people with special needs affording them as much independence and autonomy as possible.
30. Land Use Category. A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
31. Nursery. An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels.
32. Planning Areas. Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.
33. Principal Use. The specific primary purpose, activity or use for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
34. Recreational Vehicle. A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, boats, snowmobiles and other similar recreation equipment.
35. Restaurant, Conventional. An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
36. Restaurant, Fast Food. An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
37. Setback. The distance between the Building Line and the adjacent street right-of-way line or Lot Boundary.
38. Structure. Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
39. Traditional Neighborhood Design (TND). Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.

III. LAND USE REGULATIONS

A. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Duplex Units and Accessory Uses at no more than 4.5 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,
- d. Age restricted senior dwellings.
- e. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- g. Attached or detached private garages (3 cars maximum).
- h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- i. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Community centers, libraries and museums.
- c. Child Care Centers.
- d. Private schools and related facilities for elementary and secondary education.

4. Development Standards

- a. Average Density. The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 10' to porch or living space
- 18' to garage face
Building Sides - 5'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot-20'
Rear - 20'
Distance to residential lot – 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
ii) shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- g. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be forty five hundred (4500) square feet for single family detached homes, or three thousand (3000) square feet for duplex homes, patio homes, or zero lot line homes.

B. Residential (SFe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Tri-plex and Four-plex Dwelling Units, Townhome Dwelling Units and Accessory Uses at no more than 6.0 Dwelling Units per acre.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Zero Lot Line Dwelling Units.
 - c. Duplex.
 - d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units not to exceed 4 units per building.
 - e. Age restricted senior dwellings.
 - f. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
 - g. Attached or detached private garages (3 cars maximum).
 - h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
 - i. Open Space.
 - j. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
 - k. Places of religious assembly, religious schools.
3. Uses Permitted by Special Review
 - a. Group Care Facilities.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Child Care Centers.
 - e. Private schools and related administrative facilities for elementary and secondary education.
4. Development Standards
 - a. Average Density. The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
 - c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 16' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot - 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
- eight (8) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
 - shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.

- g. Minimum Lot Sizes. The minimum lot sizes in SFe residential Planning Areas shall be thirty five hundred (3500) square feet for Single Family Detached Housing, twenty five hundred (2500) square feet for zero lot line, or duplex, two thousand (2000) square feet for patio home.

C. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, , Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses, at no more than 14 Dwelling Units per zone.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,.
- d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Age restricted senior dwellings.
- f. Assisted and/or Independent Living.
- g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- h. Attached or detached private garages.
- i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- j. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- d. Child Care Centers.

4. Development Standards

- a. Average Density. The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning

Area.

- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback. The minimum Building Setbacks in The residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 18' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*
Building Separation 5'

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot – 25'

*subject to utility and drainage easement location

- f. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each The Planning Area,

or
ii) shall be governed by the applicable building code.

f. Building Height. No residential Buildings within The Planning Areas shall exceed forty (40) feet or three stories in height except by Special Review.

g. Minimum Lot Sizes. The minimum lot sizes for detached homes in The Planning Areas shall be

Single Family Detached Homes - thirty five hundred (3500) square feet

Zero Lot Line - twenty five hundred (2500) square feet

Duplex - **two thousand (1200) square feet**

Patio Home - two thousand (2000) square feet

Townhome Dwelling Unit - **one thousand two hundred (1200) square feet**

D. Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

a. drug stores

b. liquor stores

c. convenience grocery

(3) Specialty retail including but not limited to:

a. art gallery

b. antiques

c. artisan shops

d. gift shop

e. pet shops

f. florists, plant stores, plant nurseries

g. book store

h. stationery stores

i. retail food specialty shops which sell food products not intended to be consumed on the premises

j. butcher shops

k. candy stores

l. bakeries

m. doughnut shops

n. dairy product shops

o. toy and game stores

p. battery and accessory stores

q. bicycle stores

r. music stores

s. sporting goods store

t. card and gift shop

u. tobacco shop

v. cosmetic store

(4) Hardware and building material stores

(5) General retail merchandise and apparel shops, including but not limited to:

a. junior department stores

b. craft and hobby stores

c. discount department stores

- d. clothing stores
- e. shoe stores
- f. furniture stores, home furnishings
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store;
- k. accessory and specialty store
- (6) Development Sales and Marketing Center

B. Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, including drive-through
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) cafeteria

C. Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers, nursery school
- (3) health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

E. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) electronic funds transfer facilities
- (5) printing and publishing offices
- (6) radio and television offices and/or studios
- (7) mortuaries

F. Lodging

- (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- (2) bed and breakfast

G. Motor Vehicle

- (1) gasoline stations
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores

(5) car wash

H. General Government or Health Services

(1) fire stations

(2) police department substations

(3) transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

1. Age Restricted Dwellings.

3. Duplex, Tri-Plex, and Four-Plex Dwelling Units.

4. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

5. Independent Living Dwellings.

6. Assisted Living Dwellings.

7. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.

9. Attached or detached private garages, structured parking.

10. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.

11. Open Space.

12. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.

13. All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

a. Group Care Facilities.

b. Automobile and motor vehicle sales, leasing, rental and/or service.

c. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

d. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

e. Child Care Centers.

f. Small animal veterinary clinics with no outside facilities.

g. Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).
- b. Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:
 - Building front– 4 feet
 - Building side– 0 feet
 - Building rear– 20 feet
 - Distance to nearest residential use – 25 feet
- e. Building Setback: Residential
 - Building Front – 4' (Principal Building)
 - 5' or less or 18' or greater to garage face
 - Building Sides - 4' from ROW on corner lot
 - Building Sides - 0' from other property lines & lots with common walls
 - Building Rear - 4' from alley
 - Building Rear - 0' from other property lines*
 - Building Separation – 6'
- f. Building Separation. Commercial buildings can have a 0' separation.
- g. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45' in height without special review and up to 60' in height with Special Review.

E. Commercial

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

- a. drug stores
- b. liquor stores
- c. convenience grocery

(3) Specialty retail including but not limited to:

- a. art gallery
- b. antiques
- c. artisan shops
- d. gift shop
- e. pet shops
- f. florists, plant stores, plant nurseries
- g. book store
- h. stationery stores
- i. retail food specialty shops which sell food products not intended to be consumed on the premises

- j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
 - t. card and gift shop
 - u. tobacco shop
 - v. cosmetic store
 - (4) Hardware and building material stores
 - (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores, home furnishings
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store;
 - k. accessory and specialty store
 - (6) Development Sales and Marketing Center
- B. Eating and Drinking Establishments
- (1) restaurants
 - (2) fast food, including drive-through
 - (3) ice cream parlors
 - (4) coffee shops
 - (5) delicatessens
 - (6) lounge, bar or microbrewery
 - (7) cafeteria
- C. Personal Services
- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
 - (2) day care centers, nursery school
 - (3) health clubs, tennis courts, swimming pools, community centers
- D. Entertainment, Indoor
- (1) indoor movie theaters
 - (2) performance arts
 - (3) bowling alleys
 - (4) skating rinks (both ice and roller)
 - (5) pool halls
 - (6) arcade amusement centers

- E. General Office and Professional Services
 - (1) business and professional offices
 - (2) medical and dental offices and clinics
 - (3) banks and other financial service establishments, with or without drive-through facilities
 - (4) electronic funds transfer facilities
 - (5) printing and publishing offices
 - (6) radio and television offices and/or studios
 - (7) mortuaries
 - F. Lodging
 - (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
 - (2) bed and breakfast
 - G. Motor Vehicle
 - (1) gasoline stations
 - (2) auto repair centers
 - (3) tire sales and service
 - (4) auto parts stores
 - (5) car wash
 - H. General Government or Health Services
 - (1) fire stations
 - (2) police department substations
 - (3) transit facilities
 - I. Institution of Higher Education
 - I. Vocational Trade School
 - K. Structured Parking
3. Uses Permitted by Special Review
- a. Automobile and motor vehicle sales, leasing, rental and/or service.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Small animal veterinary clinics with no outside facilities.
4. Development Standards
- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).
 - b. Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
 - Building Front-4'
 - Building Side-0' if attached to adjacent building, 4' if free standing
 - Building Side from ROW on corner lot-20'
 - Rear-20'
 - c. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
 - d. Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60' in height without special review and up to 75' in height with Special Review. Distance to nearest residential area – 50 feet.

F. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Free standing light fixtures 14' and under.

3. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	20 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or
 - ii) shall be governed by the applicable building code.
- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

G. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks.
- d. Community Gardens.
- e. Drainage Facilities.
- f. Picnic shelters.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	15 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of
 - i) twenty (20) feet or

ii) shall be governed by the applicable building code.

- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty five (45) feet.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

Sales and Marketing Center

A Sales and Marketing Center may be located in any Planning Area. Eventually the Sales and Marketing Center may be converted to a Community Center or if designed as a private home (with a temporary use as a sales and marketing center) to a for-sale home. While section III.A.2.g of this PD Guide permits facilities anticipated with the future Community Center, the Sales and Marketing Center is a use that will be permitted by right.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Anthology North Amendment 1, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the "ANTHOLOGY NORTH Amendment 1 DEVELOPMENT PLAN AND GUIDE" by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 1:

Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1"= 100' illustrating the Planning Area limits for Planning Area 15, existing topography, existing utility easements, natural features including steep slopes and 100-year floodplain, as well as adjacent Planning Areas.

The attached document is a base map depicting all of Planning Area 15. The floodplain is to the north of the commercial area and it is not anticipated to be impacted, to the east in the remaining portion of PA-15 (PA-15B), the existing floodplain does dip slightly into PA-15B, the floodplain will remain undisturbed in the ultimate design.

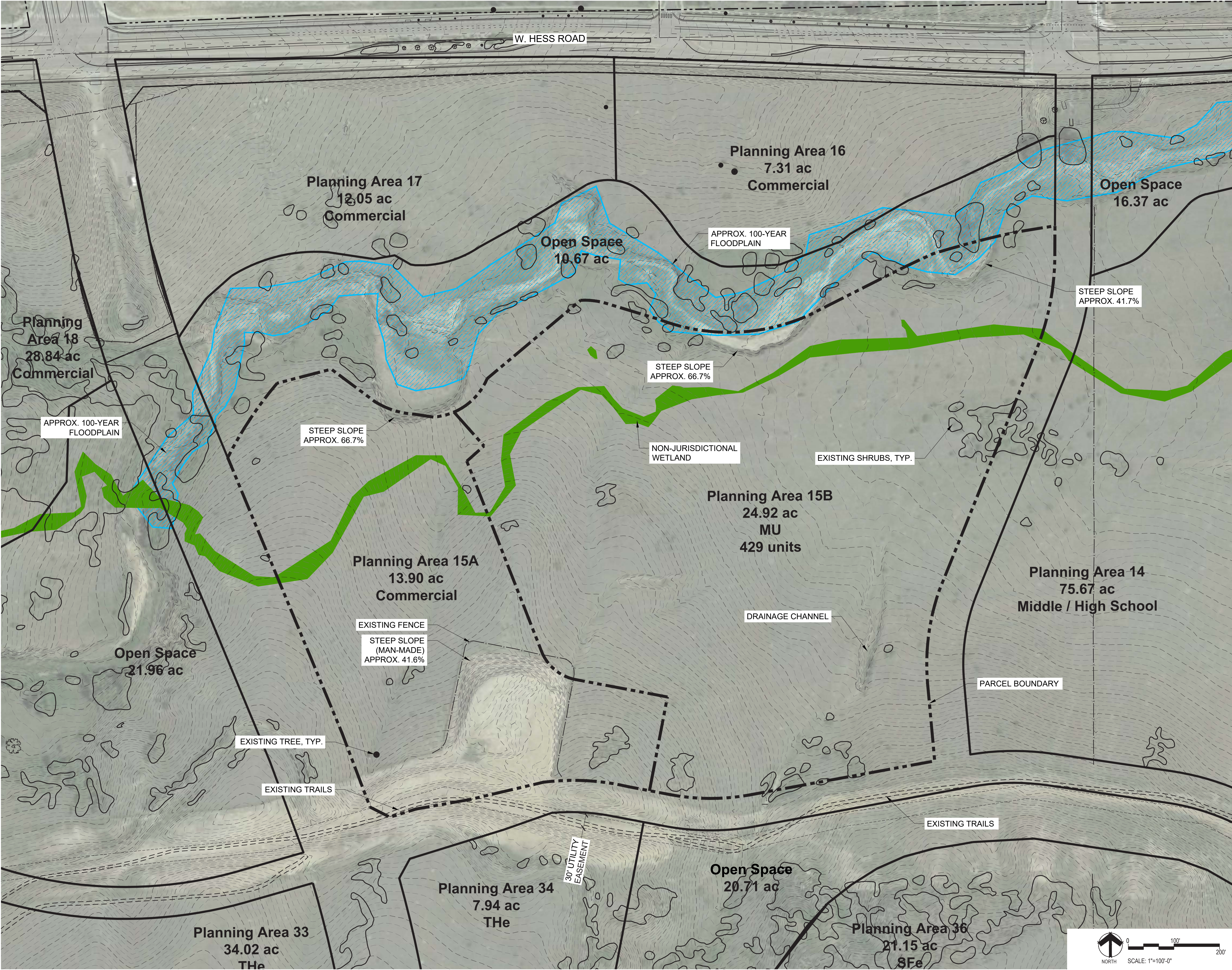
The natural topography is gentle and conducive for the proposed uses. There is an existing 30' utility easement that clips the southwest portion of PA-15A, but it will not have an impact on the ultimate design. There is very limited vegetation on the property.

The design team's ecological consultant has identified what is likely a non-jurisdictional wetland running on the slope of the property, the location is very unusual and our consultant is researching the area further.

The ecological consultant has not identified this area as a habitat for the Prebles Meadow Jumping Mouse.

LEGEND

- PARCEL BOUNDARY
- PLANNING AREA BOUNDARY
- - - EASEMENT
- - - 5' MAJOR CONTOUR
- - - 1' MINOR CONTOUR
- APPROXIMATE 100-YEAR FLOODPLAIN (NOT DEFINED BY SURVEY)
- NON-JURISDICTIONAL WETLAND (DEVELOPABLE)
- EXISTING VEGETATION



PREPARED FOR:

E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:

CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:

PCS
Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 1 - Base Map

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2020-9-25

1
OF **8**

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 2:

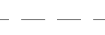
Prepare and submit a development envelope map consistent with Section 13.07.060(g)(10) of the Code illustrating the future upland developable area(s) for Planning Area 15 located outside of areas unsuitable for development, such as 100-year floodplain, steep slopes and utility corridors/easements.

The attached document is a base map depicting the development envelope for Planning Area 15 . Similar to the base map from Task 1 - the floodplain is to the north of the commercial area and it is not anticipated to be impacted, to the east in the remaining portion of PA-15 (PA-15B), the existing floodplain does dip slightly into PA-15B, the floodplain will remain undisturbed in the ultimate design.

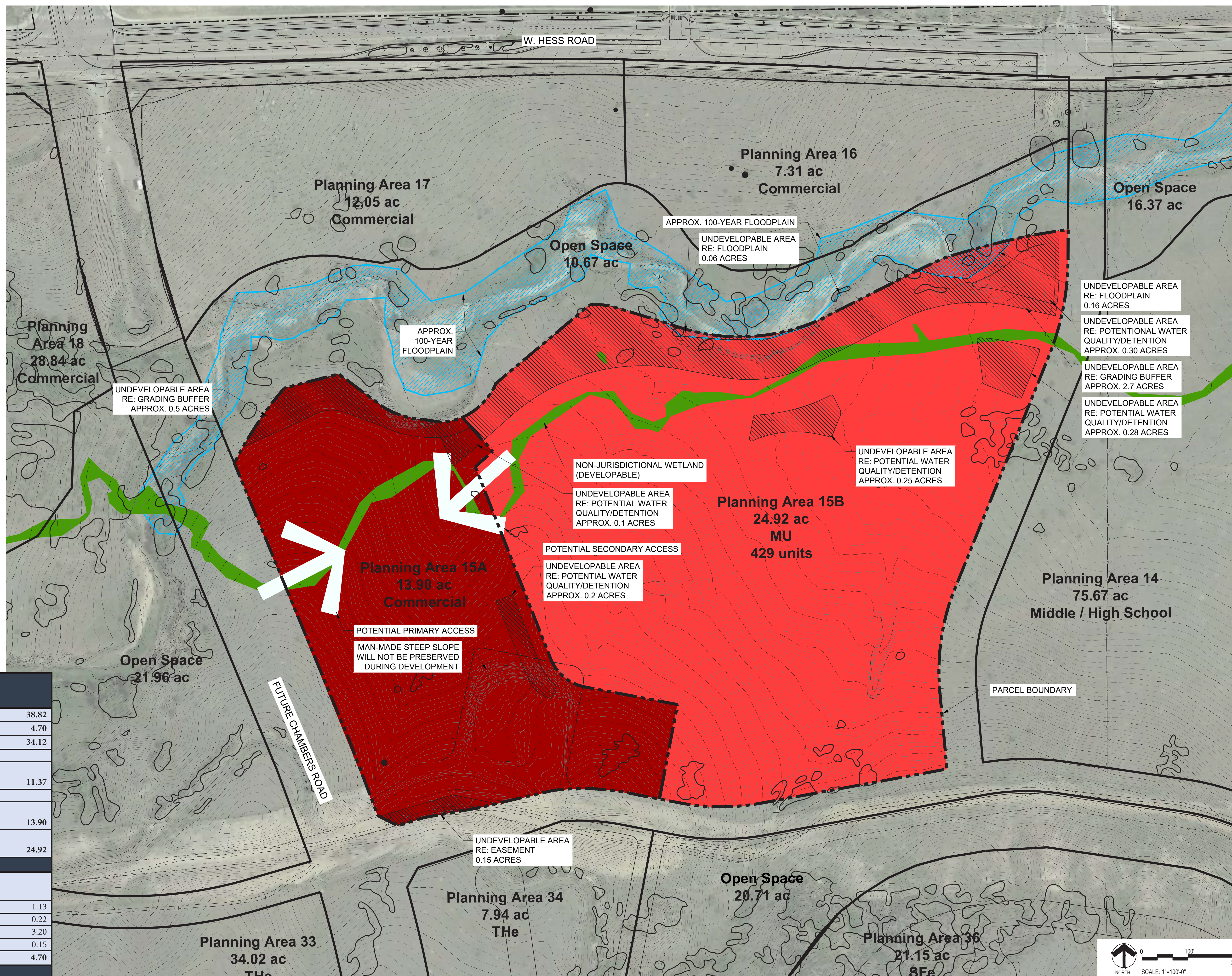
The natural topography is gentle and conducive for the proposed uses. There is an existing 30' utility easement that clips the southwest portion of PA-15A, but it will not have an impact on the ultimate design. There is very limited vegetation on the property.

The design team's ecological consultant has identified what is likely a non-jurisdictional wetland running on the slope of the property, the location is very unusual and our consultant is researching the area further.

LEGEND

-  PARCEL BOUNDARY
-  EASEMENT
-  5' MAJOR CONTOUR
-  1' MINOR CONTOUR
-  APPROXIMATE 100-YEAR FLOODPLAIN (NOT DEFINED BY SURVEY)
-  NON-JURISDICTIONAL WETLAND (DEVELOPABLE)
-  EXISTING VEGETATION
-  UNDEVELOPABLE AREAS

PLANNING AREA 15 DEVELOPABLE AREA	
GROSS TOTAL ACREAGE	38.82
UNDEVELOPABLE AREAS	4.70
DEVELOPABLE ACREAGE	34.12
MINIMUM COMMERCIAL AREA (1/3 OF DEVELOPABLE ACREAGE)	11.37
PROVIDED ACREAGE FOR 15-A (COMMERCIAL AREA)	13.90
PROVIDED ACREAGE FOR 15-B (MIXED-USE / RESIDENTIAL AREA)	24.92
UNDEVELOPABLE AREAS	
DETENTION	1.13
100-YR FLOODPLAIN	0.22
GRADING BUFFER ZONE	3.20
EXISTING EASEMENT	0.15
TOTAL	4.70



PREPARED FOR:

E5x
MANAGEMENT INC.

E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:

CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:



PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO

ANTHOLOGY PA-15
Task 2 - Development Envelope Map

DRAWN BY:

CGR

DESIGNED BY:

DESIGNED BY:
JP

SUBMITTED ON:

2020-9-25

2
OF 8

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

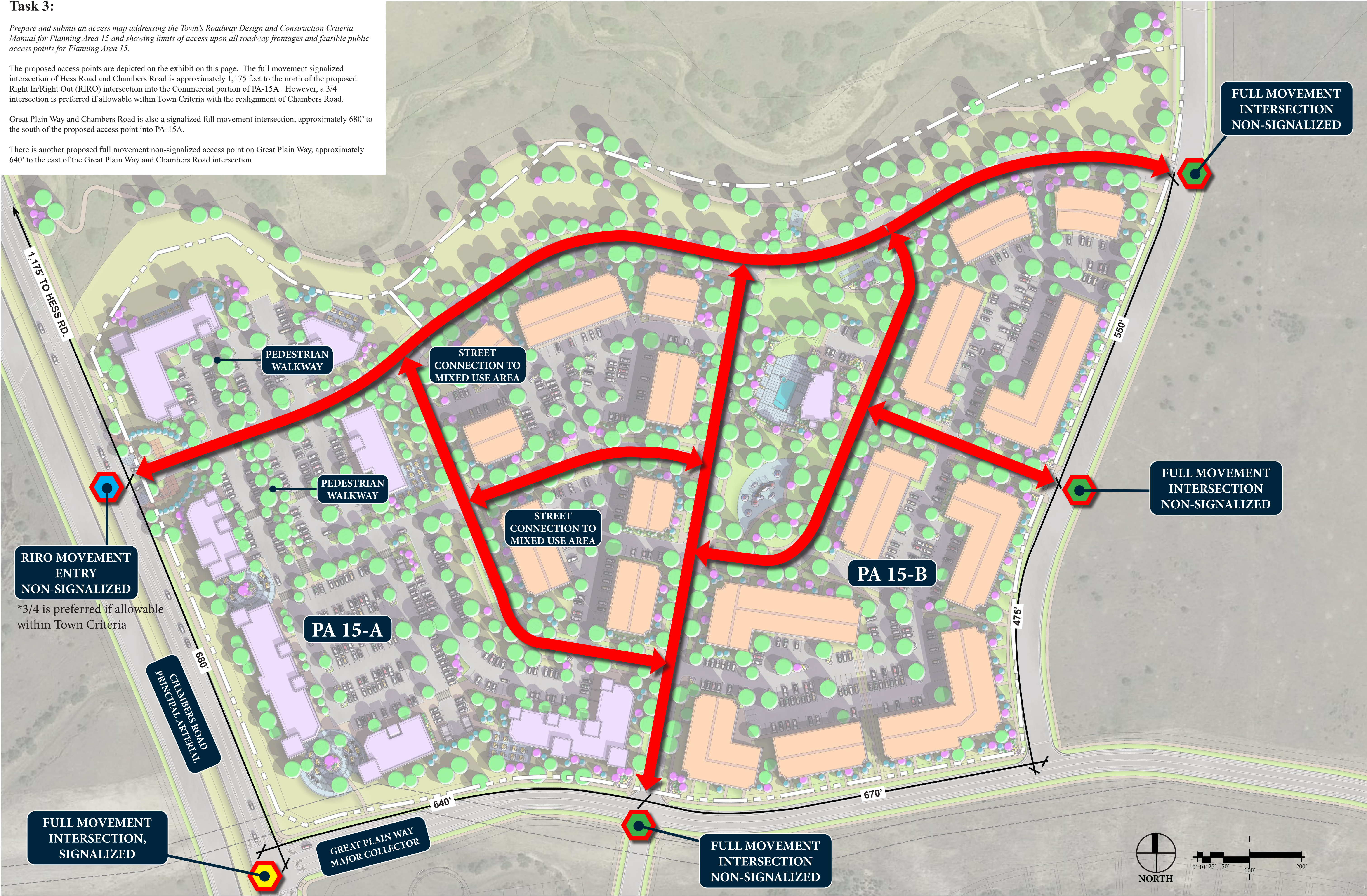
Task 3:

Prepare and submit an access map addressing the Town's Roadway Design and Construction Criteria Manual for Planning Area 15 and showing limits of access upon all roadway frontages and feasible public access points for Planning Area 15.

The proposed access points are depicted on the exhibit on this page. The full movement signalized intersection of Hess Road and Chambers Road is approximately 1,175 feet to the north of the proposed Right In/Right Out (RIRO) intersection into the Commercial portion of PA-15A. However, a 3/4 intersection is preferred if allowable within Town Criteria with the realignment of Chambers Road.

Great Plain Way and Chambers Road is also a signalized full movement intersection, approximately 680' to the south of the proposed access point into PA-15A.

There is another proposed full movement non-signalized access point on Great Plain Way, approximately 640' to the east of the Great Plain Way and Chambers Road intersection.



PREPARED FOR:
E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:
CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:

www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:			
NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 3 - Access Map

DRAWN BY: **CGR**
DESIGNED BY: **JP**
SUBMITTED ON:
2020-9-25

ANTHOLOGY PA-15

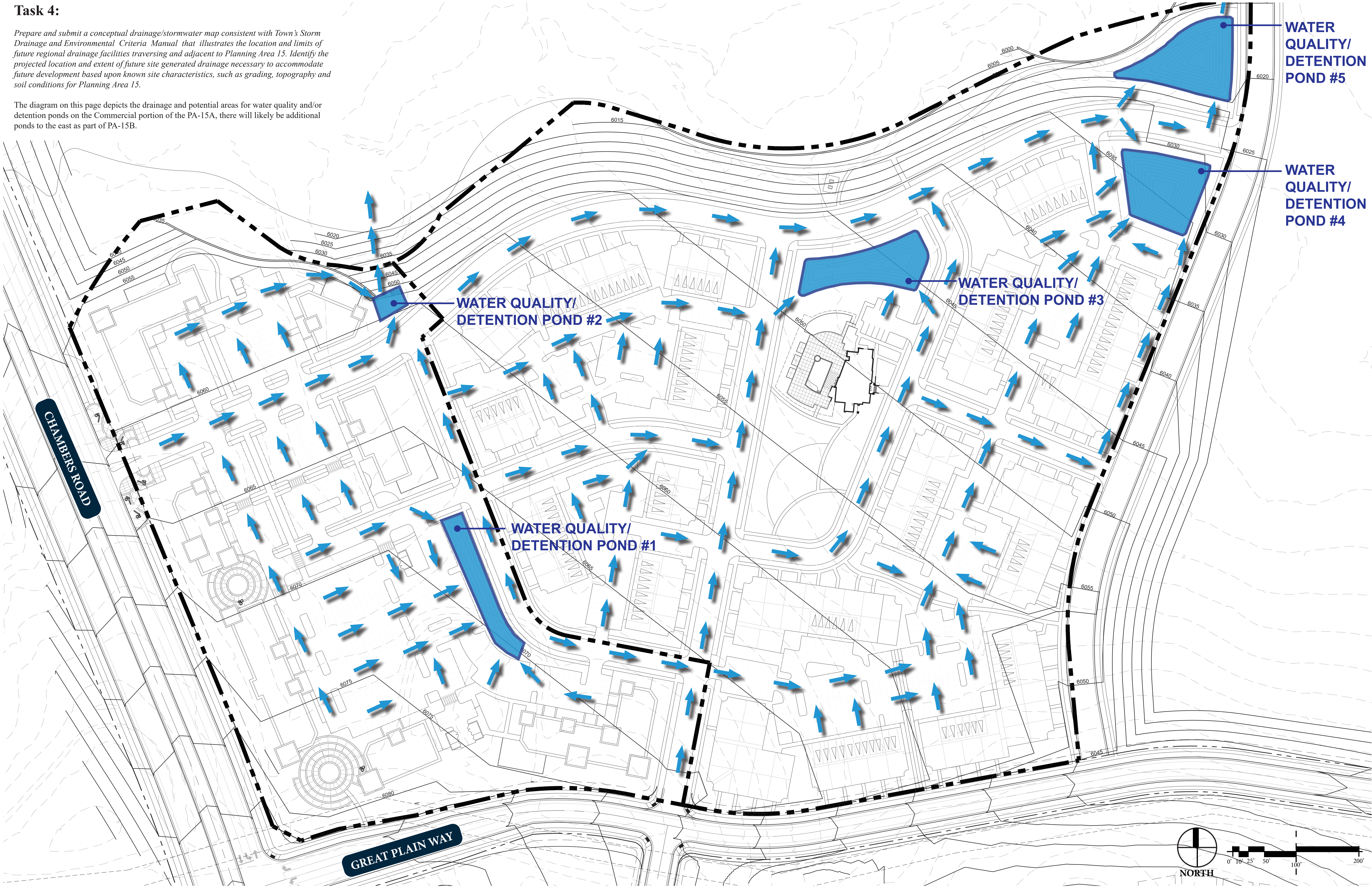
PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 4:

Prepare and submit a conceptual drainage/stormwater map consistent with Town's Storm Drainage and Environmental Criteria Manual that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Area 15. Identify the projected location and extent of future site generated drainage necessary to accommodate future development based upon known site characteristics, such as grading, topography and soil conditions for Planning Area 15.

The diagram on this page depicts the drainage and potential areas for water quality and/or detention ponds on the Commercial portion of the PA-15A, there will likely be additional ponds to the east as part of PA-15B.



PREPARED FOR:
E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:
CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:

www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:			
NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 4 - Conceptual Drainage /
Stormwater Map

DRAWN BY:
CGR
DESIGNED BY:
JP
SUBMITTED ON:
2020-9-25

ANTHOLOGY PA-15

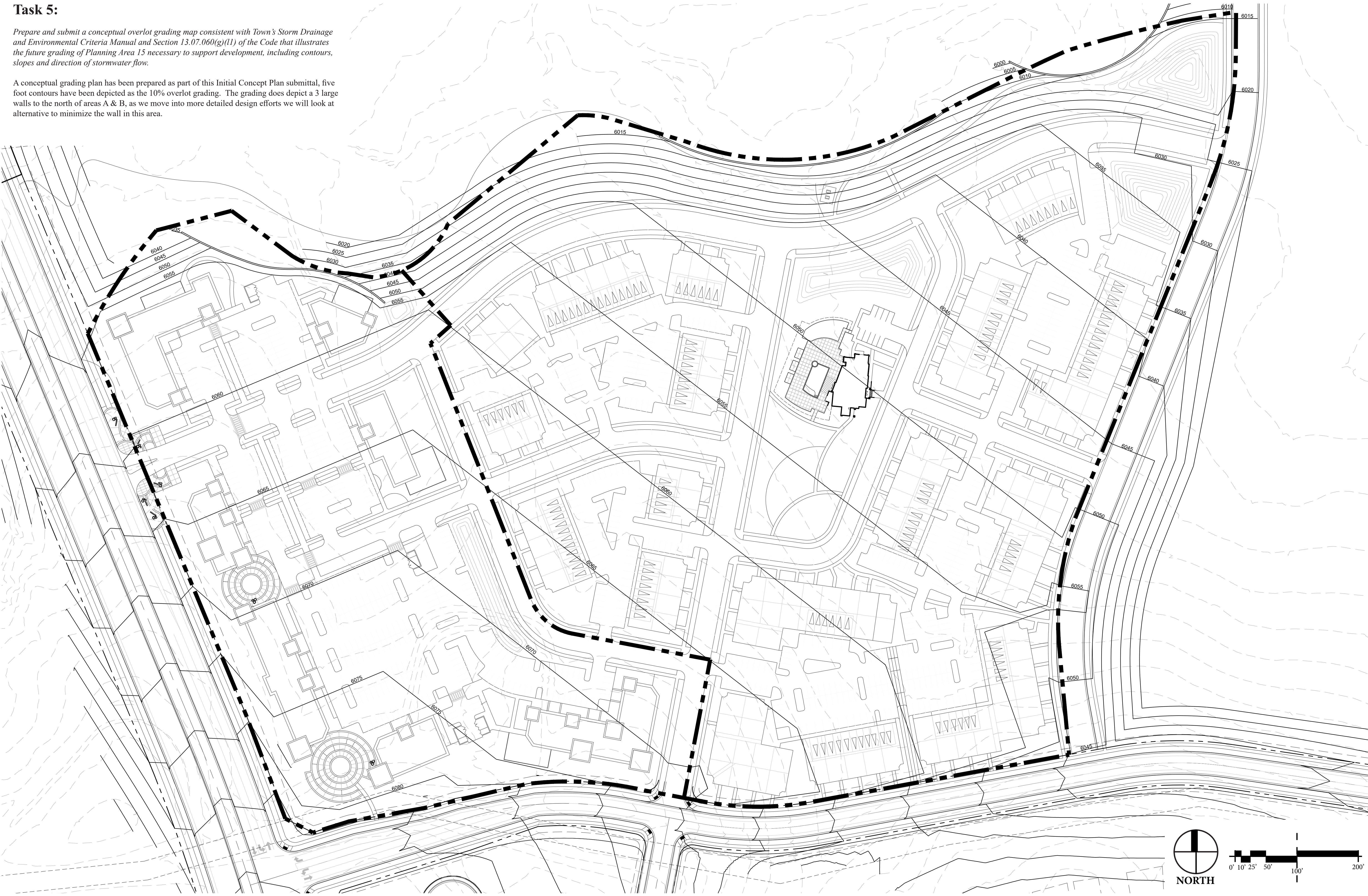
PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 5:

Prepare and submit a conceptual overlot grading map consistent with Town's Storm Drainage and Environmental Criteria Manual and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Area 15 necessary to support development, including contours, slopes and direction of stormwater flow.

A conceptual grading plan has been prepared as part of this Initial Concept Plan submittal, five foot contours have been depicted as the 10% overlot grading. The grading does depict a 3 large walls to the north of areas A & B, as we move into more detailed design efforts we will look at alternative to minimize the wall in this area.



PREPARED FOR:
E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:
CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:

www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:			
NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 5 - Overlot Grading

DRAWN BY:
CGR
DESIGNED BY:
JP
SUBMITTED ON:
2020-9-25

5
OF **8**

ANTHOLOGY PA-15
PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 6:

The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/ stormwater limits and overlot grading for Planning Area 15. The Concept Plan shall serve as the basis for evaluation of the appropriate location for the required commercial use upon a minimum one-third (1/3) of the developable land within Planning Area 15.

At this early stage the Initial Concept Plan has incorporated as much of this information as possible, we have depicted a commercial layout that we believe is marketable and incorporates 1/3rd of the overall developable area of PA-15. We have proposed to create two planning areas within PA-15, A is the Commercial Area and B will be the balance as Mixed Use. This exhibit depicts the development area, roadway access points, incorporates areas for potential detention areas, and has been overlot graded.

NOTE: At the time of development Planning Area 15 shall be designed and evaluated to meet the Development Design Standards.



PLANNING AREA 15 DEVELOPABLE AREA	
GROSS TOTAL ACREAGE	38.82
UNDEVELOPABLE AREAS	4.70
DEVELOPABLE ACREAGE	34.12
MINIMUM COMMERCIAL AREA (1/3 OF DEVELOPABLE ACREAGE)	11.37
PROVIDED ACREAGE FOR 15-A (COMMERCIAL AREA)	13.90
PROVIDED ACREAGE FOR 15-B (MIXED-USE / RESIDENTIAL AREA)	24.92
UNDEVELOPABLE AREAS	
DETENTION	1.13
100-YR FLOODPLAIN	0.22
GRADING BUFFER ZONE	3.20
EXISTING EASEMENT	0.15
TOTAL	4.70

PLANNING AREA 15-A					
BLDG	GROSS SQ.FT.	ANTICIPATED NLA	POTENTIAL USE	PARKING SPACES PER NLA	PARKING PROVIDED
A	26,700	21,894	INLINE, OFFICE, QSR	3.5	77
B	5,300	4,240	RESTAURANT	8.0	34
C	12,000	10,800	INLINE, OFFICE, QSR	3.5	38
D	13,500	12,150	INLINE, OFFICE	3.5	43
E	26,500	22,525	INLINE, OFFICE, QSR	3.5	79
F	7,500	6,000	RESTAURANT	8.0	48
G	15,500	12,920	INLINE, OFFICE, QSR	3.5	45
TOTALS	107,000	90,529		4.02	364
ANTICIPATES A SHARED USE PARKING AGREEMENT					

PLANNING AREA 15-B						
BLOCK	ACRES	# OF UNITS	PARKING SPACES PER UNITS	# OF INTERNAL PARKING	# OF STREET PARKING	PARKING PROVIDED
1	3.31	98	1.99	145	50	195
2	2.01	60	1.80	91	17	108
3A	1.89	53	1.79	78	17	95
3B	4.05	136	1.37	169	17	186
4	3.65	82	2.04	143	24	167
TOTALS	14.91	429	1.75	626	125	751
ANTICIPATES A SHARED USE PARKING AGREEMENT						

PREPARED FOR:
E5x
MANAGEMENT INC.
E5x Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:
CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:

www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:			
NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 6 - Concept Plan

DRAWN BY:
CGR
DESIGNED BY:
JP
SUBMITTED ON:
2020-9-25

6
OF 8

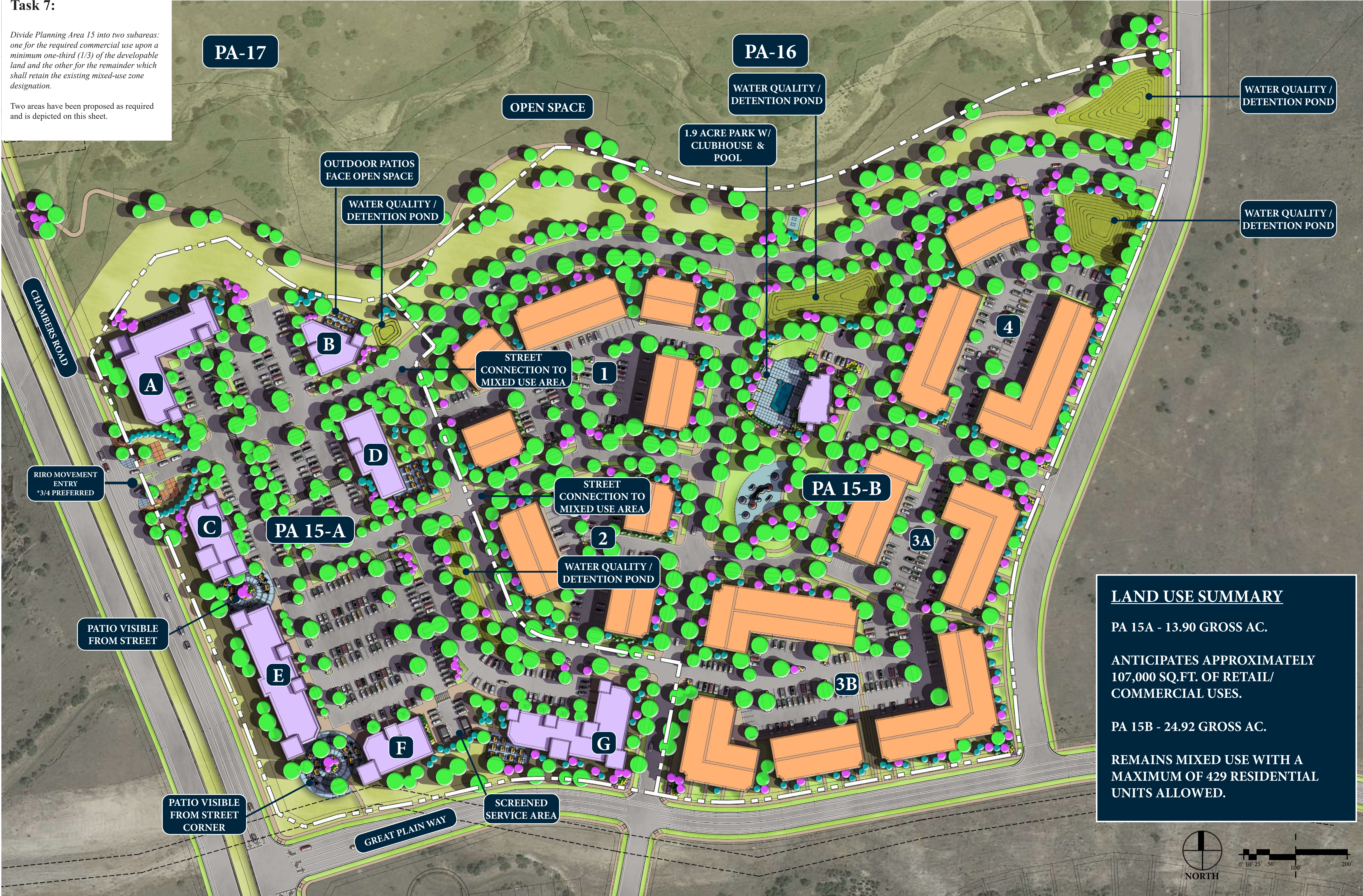
ANTHOLOGY PA-15
PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 7:

Divide Planning Area 15 into two subareas: one for the required commercial use upon a minimum one-third (1/3) of the developable land and the other for the remainder which shall retain the existing mixed-use zone designation.

Two areas have been proposed as required and is depicted on this sheet.



LAND USE SUMMARY

PA 15A - 13.90 GROSS AC.

ANTICIPATES APPROXIMATELY 107,000 SQ.FT. OF RETAIL/ COMMERCIAL USES.

PA 15B - 24.92 GROSS AC.

REMAINS MIXED USE WITH A MAXIMUM OF 429 RESIDENTIAL UNITS ALLOWED.

PREPARED FOR:


E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:


CONSULTANTS
CML Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:


PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 7 - PA-15 Division

DRAWN BY: CGR
DESIGNED BY: JP

SUBMITTED ON:
2020-9-25

7
OF 8

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

Task 8:

Prepare and submit a table of permitted uses consistent with the existing commercial planning areas contained in the current Anthology North Development Plan and Guide and identify any requested revisions by addition, deletion or modification for Town approval.

A table of permitted uses is below as requested, we have not proposed any additions, deletions or modifications.

Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

- Grocery store
- Convenience retail shopping facilities, including but not limited to:
 - drug stores
 - liquor stores
 - convenience grocery
- Specialty retail including but not limited to:
 - art gallery
 - antiques
 - artisan shops
 - gift shop
 - pet shops
 - florists, plant stores, plant nurseries
 - book store
 - stationery stores
 - retail food specialty shops which sell food products not intended to be consumed on the premises
 - butcher shops
 - candy stores
 - bakeries
 - doughnut shops
 - dairy product shops
 - toy and game stores
 - battery and accessory stores
 - bicycle stores
 - music stores
 - sporting goods store
 - card and gift shop
 - tobacco shop
 - cosmetic store
- Hardware and building material stores
- General retail merchandise and apparel shops, including but not limited to:
 - junior department stores
 - craft and hobby stores
 - discount department stores
 - clothing stores
 - shoe stores
 - furniture stores, home furnishings
 - household appliance stores
 - floor covering, drapery and upholstery stores
 - electronics stores
 - cosmetic store;
 - accessory and specialty store
- Development Sales and Marketing Center

B. Eating and Drinking Establishments

- restaurants
- fast food, including drive-through
- ice cream parlors
- coffee shops
- delicatessens
- lounge, bar or microbrewery
- cafeteria

C. Personal Services

- Convenience service establishments, including but not limited to:
 - barber shops and beauty salons
 - dry cleaners and laundries
 - photo studio
 - shoe repair shops

- watch or jewelry repair
 - travel agency
- day care centers, nursery school
 - health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- indoor movie theaters
- performance arts
- bowling alleys
- skating rinks (both ice and roller)
- pool halls
- arcade amusement centers

E. General Office and Professional Services

- business and professional offices
- medical and dental offices and clinics
- banks and other financial service establishments, with or without drive-through facilities
- electronic funds transfer facilities
- printing and publishing offices
- radio and television offices and/or studios
- mortuaries

F. Lodging

- hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- bed and breakfast

G. Motor Vehicle

- gasoline stations
- auto repair centers
- tire sales and service
- auto parts stores
- car wash

H. General Government or Health Services

- fire stations
- police department substations
- transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

- Age Restricted Dwellings.
- Duplex, Tri-Plex, and Four-Plex Dwelling Units.
- Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- Independent Living Dwellings.
- Assisted Living Dwellings.
- A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- Attached or detached private garages, structured parking.
- Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- Open Space.
- Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

- Group Care Facilities.
- Automobile and motor vehicle sales, leasing, rental and/or service.
- Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

- Child Care Centers.
- Small animal veterinary clinics with no outside facilities.
- Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).

- Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.

- Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:

Building front– 4 feet
Building side– 0 feet
Building rear– 20 feet
Distance to nearest residential use – 25 feet

- Building Setback: Residential
Building Front – 4’ (Principal Building)
– 5’ or less or 18’ or greater to garage face Building Sides - 4’ from ROW on corner lot
Building Sides - 0’ from other property lines & lots with common walls
Building Rear - 4’ from alley
Building Rear - 0’ from other property lines* Building Separation – 6’

- Building Separation. Commercial buildings can have a 0’ separation.

- Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45’ in height without special review and up to 60’ in height with Special Review.

- battery and accessory stores
 - bicycle stores
 - music stores
 - sporting goods store
 - card and gift shop
 - tobacco shop
 - cosmetic store
- Hardware and building material stores
 - General retail merchandise and apparel shops, including but not limited to:
 - junior department stores
 - craft and hobby stores
 - discount department stores
 - clothing stores
 - shoe stores
 - furniture stores, home furnishings
 - household appliance stores
 - floor covering, drapery and upholstery stores
 - electronics stores
 - cosmetic store;
 - accessory and specialty store
 - Development Sales and Marketing Center

B. Eating and Drinking Establishments

- restaurants
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- ice cream parlors
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D. Entertainment, Indoor

- indoor movie theaters
- performance arts
- bowling alleys
- skating rinks (both ice and roller)
- pool halls
- arcade amusement centers

E. General Office and Professional Services

- business and professional offices
- medical and dental offices and clinics
- banks and other financial service establishments, with or without drive-through facilities
- electronic funds transfer facilities
- printing and publishing offices
- radio and television offices and/or studios
- mortuaries

F. Lodging

- hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- bed and breakfast

G. Motor Vehicle

- gasoline stations
- auto repair centers
- tire sales and service
- auto parts stores
- car wash

H. General Government or Health Services

- fire stations
- police department substations
- transit facilities

I. Institution of Higher Education

I. Vocational Trade School

K. Structured Parking

3. Uses Permitted by Special Review

- Automobile and motor vehicle sales, leasing, rental and/or

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- service.
- Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- Small animal veterinary clinics with no outside facilities.

4. Development Standards

- Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).

- Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
Building Front-4’
Building Side-0’ if attached to adjacent building, 4’ if free standing Building Side from ROW on corner lot-20’ Rear-20’

- Building Separation. The minimum building or structure separation shall be the greater of:
 - ten (10) feet or
 - shall be governed by the applicable building code.

- Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60’ in height without special review and up to 75’ in height with Special Review. Distance to nearest residential area – 50 feet.

PREPARED FOR:

E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
Centennial, CO - 80112

ENGINEERING:

CVL
CONSULTANTS
CVL Consultants of
Colorado, Inc.
10333 E. Dry Creek Road,
Suite 240
Englewood, CO - 80112

LAND PLANNING:


www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY		

SHEET INFO:

ANTHOLOGY PA-15
Task 8 - Table of Permitted Uses

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2020-9-25

8
OF **8**



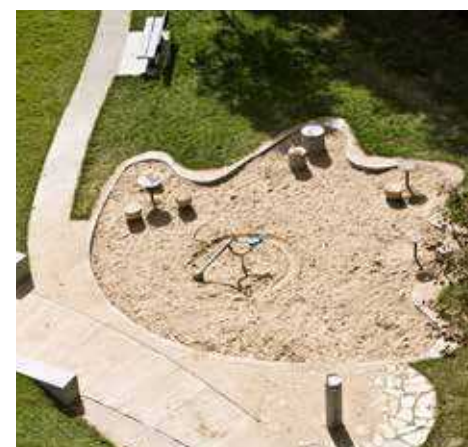
ANTHOLOGY

PARKS, TRAILS & OPEN SPACE
MASTER PLAN

ANTHOLOGY

PARKS, TRAILS & OPEN SPACE MASTER PLAN

The following master plan and design guidelines establish a hierarchy of the landscape design principles for Anthology and its surrounding roadways. Careful attention is given to creating an appropriate and appealing landscape design that complements and enhances the overall character of Anthology. All landscape plans, streetscape plans, and graphic designs regarding community identity, neighborhood identity, or entry monumentation shall conform to the guidelines as set forth herein and will be subject to review and approval by the Town of Parker.



ABOUT ANTHOLOGY



PROJECT INTENT

OPEN SPACE & LANDSCAPE THEME

The open space network preserves many of the riparian areas, creates neighborhood edges, and connects the individual neighborhoods with trail systems. A majority of the system also provides passive recreation opportunities that incorporate a variety of trail connections, including portions of the regional trail network. A centrally located Community Park provides active and passive recreational uses for the larger community of Parker.

Organic forms and natural plantings will be contrasted with clearly man-made elements and plantings as a way to highlight the natural landscape treatments throughout Anthology.

The residential neighborhoods throughout Anthology have been designed to respect the natural terrain of this unique Colorado landscape.

OUR TEAM



OWNER/DEVELOPER

E5X MANAGEMENT, INC

7353 South Alton Way
Centennial, CO 80112



PLANNER/LANDSCAPE ARCHITECTURE

PCS GROUP, INC

200 Kalamath Street,
Denver, CO 80223



ENGINEERING

CVL, INC - MULLER ENGINEERING

CVL Consultants

10333 E Dry Creek Rd., Suite 240
Englewood, CO 80112

Muller Engineering

777 S. Wadsworth Blvd. #4-100
Lakewood, CO 80226

TABLE OF CONTENTS

THE COMMUNITY

COMMUNITY REFINEMENTS

- OVERALL EXISTING CONDITIONS
- SEGMENT ONE PD AMENDMENT
- SEGMENT ONE PHASING

OPEN SPACE & TRAILS

COMMUNITY WIDE AMENITIES

- OVERALL TRAILS + OPEN SPACE
- SEGMENT ONE TRAILS + OPEN SPACE

PARKS

COMMUNITY AND NEIGHBORHOOD PARKS

- OVERALL PARKS PLAN
- SEGMENT ONE PARKS PLAN
- SEGMENT ONE COMMUNITY PARK
- SEGMENT ONE NEIGHBORHOOD PARKS



THE COMMUNITY



THE EXPERIENCE

CREATING A COMMUNITY

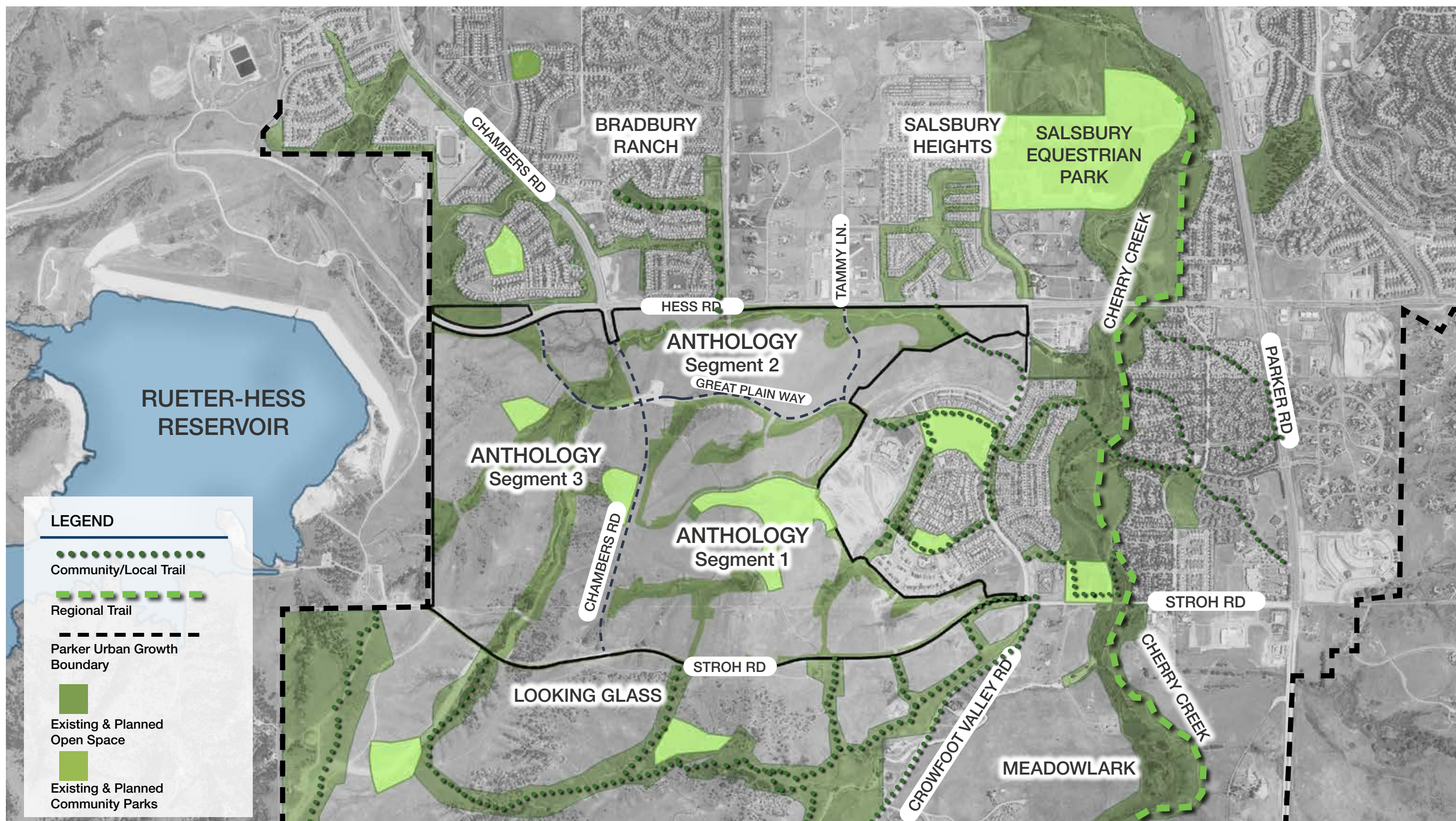
PROJECT CHANGES

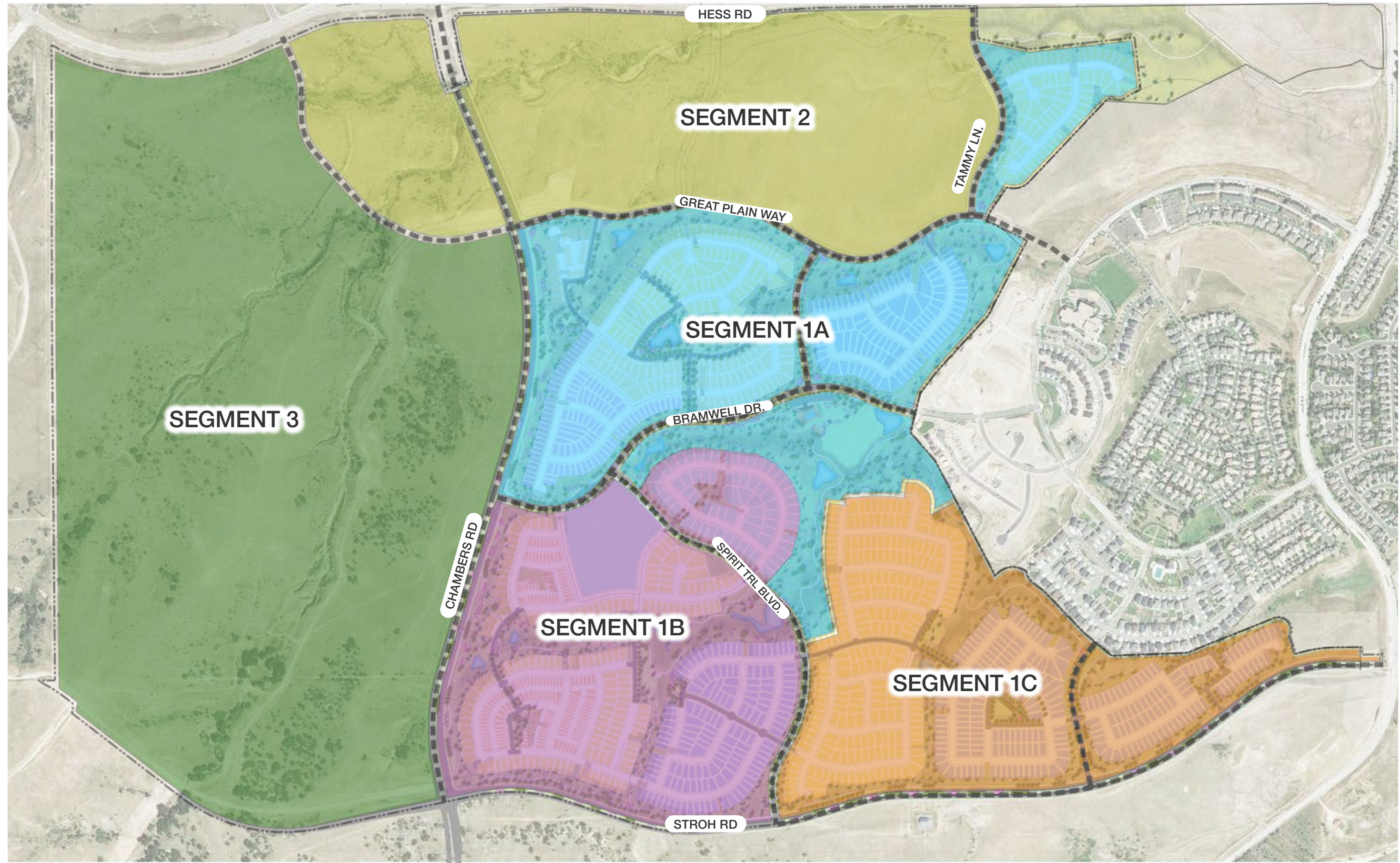
As a part of refining the project layout to respect the natural drainages we are proposing an amendment to the existing PD. There are significant benefits to modifying the layout including maintaining as much natural vegetation within the corridors as possible, a far more natural approach to controlling drainage on the property, and overall an increase in the amount of open space on the property.

SPECIFIC REVISIONS

- **East-West Drainages** in general the natural drainages run more east and west than north and south, the PD has been updated to reflect this natural condition.
- **Road Alignments** have been revised to reflect the drainages, and provide more visibility to the Community Park.
- **Open Space** has been increased substantially with these revisions.

Vicinity/Existing Conditions Map





PD AMENDMENT

PRIMARY FOCUS AREA

This PD Amendment is primarily focused on Segment 1 of the overall Anthology PD. Segment 1 is broken into A, B, and C. The primary purpose of the Amendment is to bring the property into compliance with Dendritic planning principles.



PROPOSED PD

Planning Area	PROPOSED					Gross Density
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	
PA-13	SFe	17.56	4.5	16.94	71	4.04
PA-34	THe	7.94	14.0	5.95	53	6.68
PA-35	THe	15.30	14.0	15.30	104	6.80
PA-36	SFe	21.17	6.0	21.17	96	4.53
PA-37	SFe	22.09	6.0	21.62	103	4.66
PA-38	SFd	15.84	4.5	15.43	69	4.36
PA-39	School	12.96	-	11.98	-	
PA-40	SFe	18.39	6.0	15.65	84	4.57
PA-41	SFd	9.60	4.5	8.99	36	3.75
PA-42	SFd	20.77	4.5	19.73	70	3.37
PA-43	Park	34.00	-	31.55	-	
PA-44	THe	33.37	14.0	32.02	213	6.38
PA-45	SFe	30.65	6.0	29.70	152	4.96
PA-46	SFe	27.69	6.0	27.58	138	4.98
PA-47	SFd	25.72	4.5	24.64	111	4.32
PA-48	SFe	30.22	6.0	29.44	140	4.63
PA-49	SFe	18.41	6.0	17.85	92	5.00
		361.68		345.54	1,532	

PREVIOUS PD

Planning Area	PREVIOUS					Gross Density
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	
PA-13	SFe	18.57	6.0	17.14	92	4.95
PA-34	THe	10.39	6.0	6.76	45	4.33
PA-35	SFd	31.49	4.5	25.01	112	3.56
PA-36	SFd	29.99	4.5	28.37	118	3.93
PA-37	SFd	15.16	4.5	13.94	51	3.36
PA-38	SFe	21.00	6.0	19.01	84	4.00
PA-39	School	12.00	-	10.76	-	
PA-40	THe	36.60	6.0	27.12	184	5.03
PA-41	SFd	34.06	4.5	33.29	137	4.02
PA-42	SFd	19.13	4.5	17.95	83	4.34
PA-43	Park	31.86	-	31.09	-	
PA-44	THe	39.04	6.0	36.91	155	3.97
PA-45	SFe	21.53	6.0	18.70	84	3.90
PA-46	SFd	30.87	4.5	30.49	105	
PA-47	SFe	32.22	6.0	28.84	128	3.97
PA-48	SFe	13.48	6.0	11.07	54	4.01
PA-49	THe	13.38	14.0	11.95	100	7.47
TOTAL		410.77		368.40	1,532	



- NOTES:
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.

ANTHOLOGY DEVELOPMENT CHART						
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	SFd	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SFe	17.56	6.00	16.91	71
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THe	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THe	30.14	14.00	27.44	122
	Pa - 24 & 26	SFd	44.33	4.50	42.58	149
	Pa - 25	SFd	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	SFd	15.29	4.50	14.69	50
	Pa - 29 & 30	THe	38.34	14.00	35.55	155
	Pa - 31	THe	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THe	34.02	14.00	31.24	136
	Pa - 34	THe	7.94	14.00	5.95	53
	Pa - 35	THe	15.30	14.00	15.3	104
	Pa - 36	SFe	21.17	6.00	21.17	96
	Pa - 37	SFe	22.09	6.00	21.62	103
	Pa - 38	SFd	15.84	4.50	15.44	69
	Pa - 39	School	12.96	-	11.98	-
	Pa - 40	SFe	18.39	6.00	15.65	84
	Pa - 41	SFd	9.60	4.50	8.99	36
	Pa - 42	SFd	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THe	33.37	14.00	32.02	213
	Pa - 45	SFe	30.65	6.00	29.70	152
	Pa - 46	SFe	27.83	6.00	27.72	138
	Pa - 47	SFd	25.73	4.50	24.64	111
	Pa - 48	SFe	30.22	6.00	29.44	140
	Pa - 49	SFe	18.41	6.00	17.85	92
	Subtotal		921.94	-	868.42	3,305

	LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
	MU	27.81	-	25.96	429
	Residential	663.50	-	631.59	2,876
	Open Space	285.96	-	243.80	-
	Parks	49.95	-	46.02	-
	Schools	100.69	-	94.32	-
	Fire Station	4.13	-	3.00	-
	Commercial	75.83	-	67.53	-
	TOTALS	1207.9	-	1,112.22	3,305
	SFe Total	186.32	6.00	180.06	876
	SFd Total	219.36	4.50	210.76	822
	THe Total	257.82	14.00	240.77	1,178
	MU Total	27.81	22.00	25.96	429
	TOTALS	691.31	-	657.55	3,305

OPEN SPACE & TRAILS

TECHNIQUE

An important element of ANTHOLOGY is the provision of recreation and open space to enhance the quality of living for residents of the community. The Open Space and Recreation Concept Plan, as illustrated on Page 14, has been created to retain and enhance the natural character of ANTHOLOGY through the provision of parks, trail corridors, a private recreation center and open space.

The Open Space and Recreation Plan calls for an interconnected system that consists of a series of pedestrian-friendly trail corridors providing linkages to the larger community park, school site, neighborhood parks, private recreation center, and passive uses in usable detention basin facilities.

Individual components of the Open Space and Recreation Plan are discussed and graphically depicted in greater detail on the following pages. Concept plans of the open space and recreation areas are provided to present initial designs and amenities that should be included in future design proposals.



DESIGN TEAM

PCS GROUP, INC - LANDSCAPE ARCHITECTURE

MULLER ENGINEERING - DRAINAGE ENGINEER

CVL CONSULTANTS - SITE CIVIL ENGINEER



TRAIL CONNECTIVITY

LEGEND

Regional Trail

10' min. multi-use trail

Note: Trails shall be designed with a minimum thickness of six (6) inches of CDOT Class B or D Portland cement concrete



Community Trail

10' min. multi-use trail



Local Trail

6'-8' min. multi-use trail, unless part of a detached sidewalk



Adjacent Existing and Proposed Trails



Open Space



Community Parks



Existing Vegetation



Floodplain



Grade-separated Regional Trail crossing



High point

WE WORK WITH DRAINAGE...

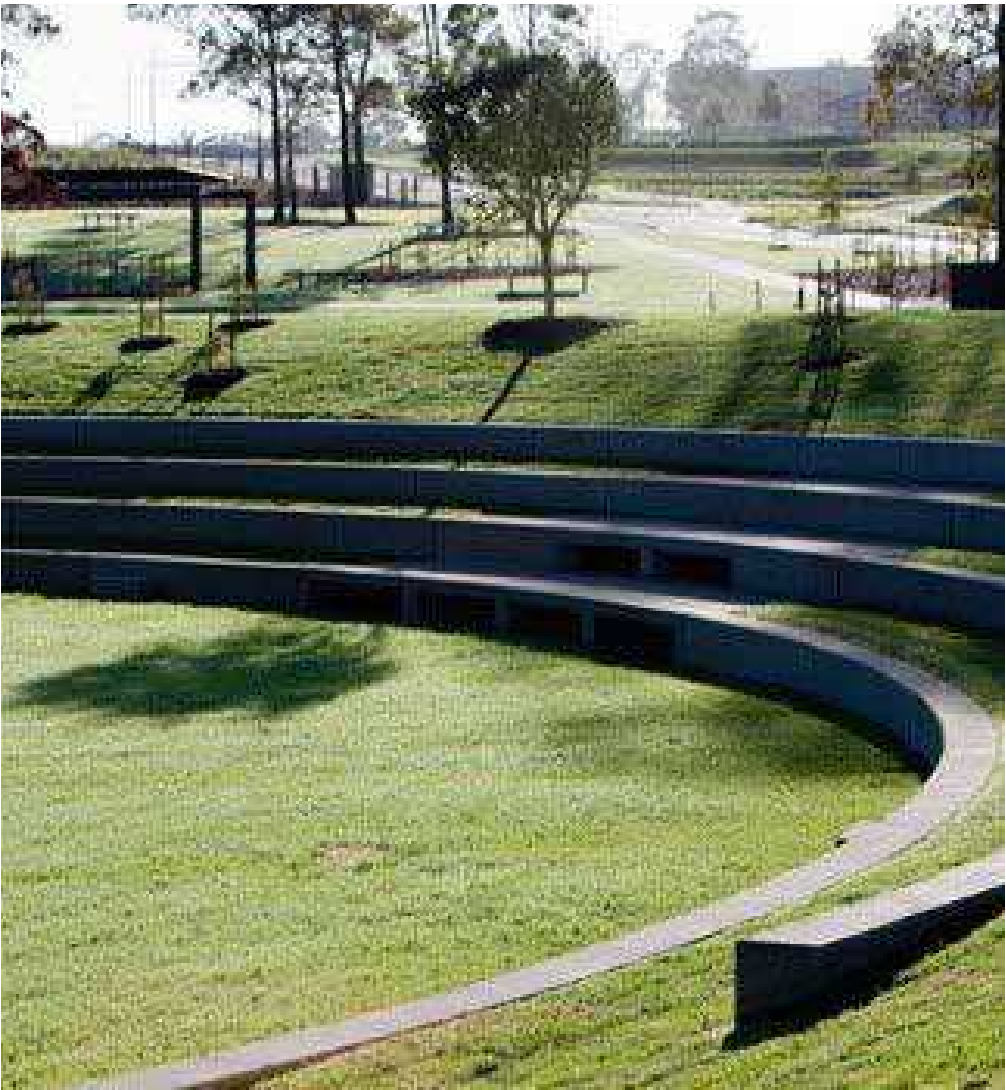
Detention basins are incorporated as part of the Anthology community's comprehensive open space system. The basins are designed and envisioned to serve as additional active and/or passive recreational spaces, as well as their function as drainage facilities.

The various configurations and design concepts envisioned for the detention basins are depicted on pages 24-31.

A special landscape treatment is provided between residential uses and detention basin. Low flow areas shall be included to provide for sustainable landscaping and passive recreation uses.



SEGMENT 1 OPEN SPACE



OPEN SPACE SUMMARY TABLE-SEGMENT 1

ANTHOLOGY SEGMENT 1- Open Space and Parks							
(Updated 10-09-2020)							
Planning Area	PREVIOUS PD			Planning Area	PROPOSED PD		
	Land Use	Gross Acres	Net Area		Land Use	Gross Acres	Net Area
PA-43	PARK	31.86	31.09	PA-43	PARK	34.00	31.55
SUB-TOTAL PARKS		31.86	31.09	SUB-TOTAL PARKS		34.00	31.55
OPEN SPACE				OPEN SPACE	OS 1	2.30	22.48
OPEN SPACE	OS 2	2.50	2.40	OPEN SPACE	OS 2	7.94	5.19
OPEN SPACE	OS 3	9.97	8.11	OPEN SPACE	OS 3	20.71	18.71
OPEN SPACE	OS 4	20.49	18.75	OPEN SPACE	OS 4	18.40	15.73
OPEN SPACE	OS 5	4.09	2.67	OPEN SPACE	OS 5	6.71	4.02
OPEN SPACE	OS 6	3.31	3.20	OPEN SPACE	OS 6	3.26	3.00
OPEN SPACE	OS 7	15.28	14.69	OPEN SPACE	OS 7	35.78	27.61
OPEN SPACE	OS 8	15.24	15.24	OPEN SPACE	OS 8	10.88	10.88
OPEN SPACE	OS 9	1.32	1.32	OPEN SPACE	OS 9	10.61	8.14
OPEN SPACE	OS 10	1.06	2.51	OPEN SPACE	OS10	10.42	8.14
SUB-TOTAL OPEN SPACE		73.26	68.89	SUB-TOTAL OPEN SPACE		127.01	123.90
TOTAL OS & PARKS		105.12	99.98	TOTAL OS & PARKS		161.01	155.45

NOTE: ALL OPEN SPACES TO BE MAINTAINED BY AN HOA OR METRO DISTRICT.

Segment 1 is showing a gross total of approximately +55 acres of Open Space/ Parks compared to the existing PD.



A vibrant playground scene with children and adults playing on various equipment. A tall, narrow wooden tower with bird cutouts stands in the background. The text "TAKE ADVANTAGE OF EVERY OPPORTUNITY" is overlaid in the top right corner.

PARKS

DESCRIPTION

Parks present an opportunity for shared recreation and social activities between neighbors for ANTHOLOGY, fostering relationships and building a healthy community. The landscape design allocates spaces for these activities where passive and active recreation come together.

ANTHOLOGY park design encourages visibility to the parks, causing their activities to become an integral part of the community fabric.

This visibility makes it easy for nearby residents to look into park activities and view the social activity of the park as part of the everyday fabric of their lifestyle.

Parks within ANTHOLOGY will be designed to provide a wide variety of uses for the range of residents anticipated in the community.

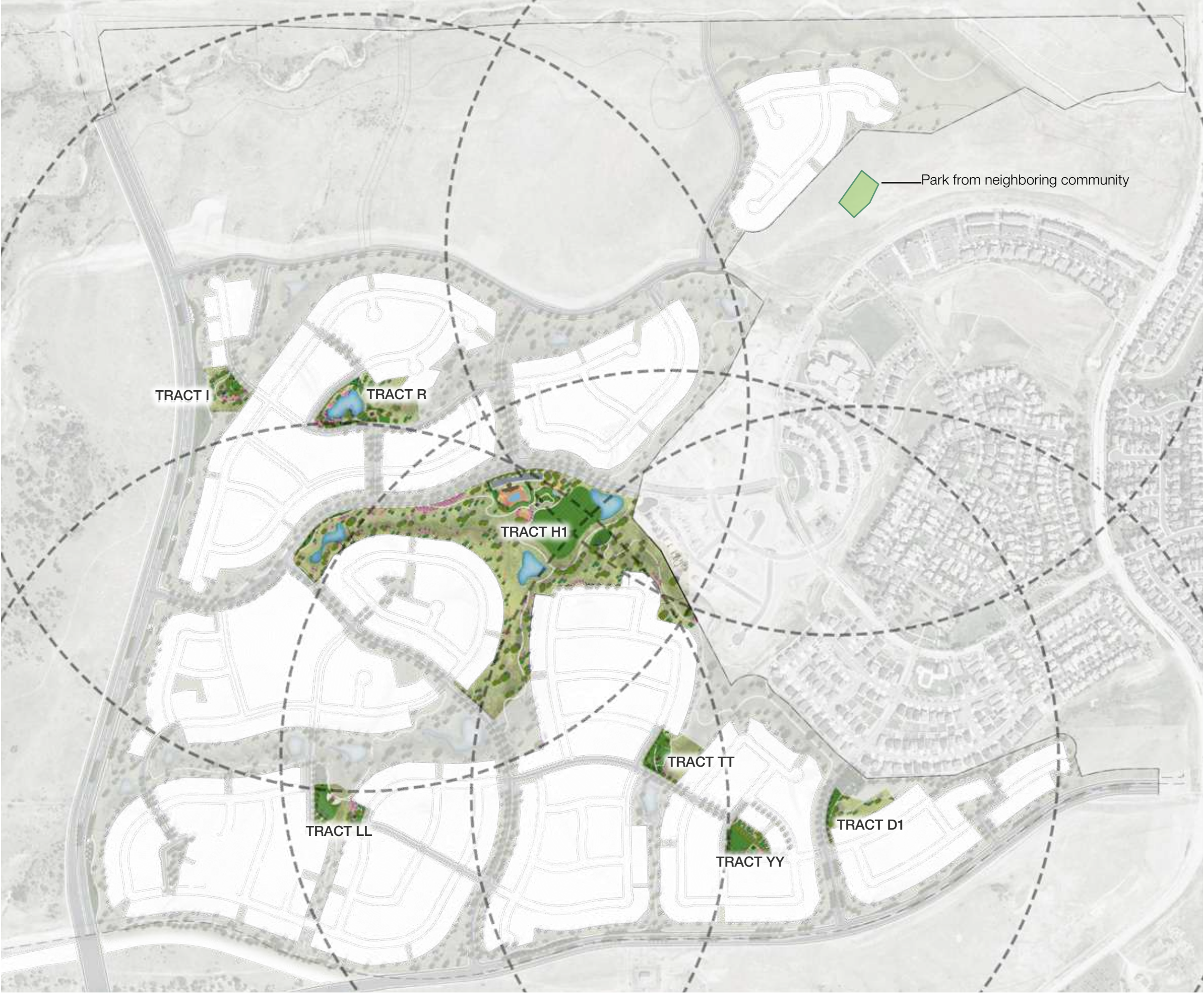


COMMUNITY PARK CONCEPT PLAN



PARKS

SEGMENT 1



SEGMENT 1 PARK SUMMARY CHART (with detention excluded)					
TRACT	NET AREA (in Acres)	GROSS AREA (in Acres)	USE	OWNERSHIP	MAINTENANCE
I	1.67	1.82	Neighborhood Park	HOA/District	HOA/District
R	4.16	4.98	Neighborhood Park	HOA/District	HOA/District
LL	2.32	2.64	Neighborhood Park	HOA/District	HOA/District
TT	2.06	2.43	Neighborhood Park	HOA/District	HOA/District
YY	1.28	1.67	Neighborhood Park	HOA/District	HOA/District
D1	3.14	3.57	Neighborhood Park	HOA/District	HOA/District
H1	30.7	33.15	Community Park	HOA/District	HOA/District
Total	45.33	50.26			

SEGMENT 1 EXCEEDS THE REQUIRED PARK SPACE FOR THE ANNEXATION AGREEMENT BY A TOTAL OF 2.92 GROSS ACRES. THERE WILL BE ADDITIONAL NEIGHBORHOOD PARKS LOCATED ON THE WEST SIDE OF THE PROPERTY.

*NEIGHBORHOOD PARK ACREAGE HAS BEEN REDUCED BY 9,138 SQ.FT. TO EXCLUDE THE DETENTION AREA.
*COMMUNITY PARK ACREAGE HAS BEEN REDUCED BY 37,028 SQ.FT. TO EXCLUDE THE DETENTION AREA.

At the discretion of the Town of Parker, the Community Park may be dedicated to the Town, and maintained by the Town. It is understood that the Swimming Pool area will not be owned or maintained by the Town of Parker.

----- 1/2 Mile Walking Distance (10 minute walk)



ANTHOLOGY-SEGMENT 1			
OVERALL PHASE ONE - PARKS AND OPEN SPACE DEDICATIONS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (GROSS AC)
TOTAL PARKS (SEG. 1)	MUNICIPAL CODE	36.08	50.26
*NEIGHBORHOOD PARKS (SEG. 1)			17.11
*COMMUNITY PARKS (SEG.1)			33.15
***OPEN SPACE (OVERALL)	FROM APPROVED PD	241.78	313.80
DEDICATION REQUIREMENT			
SFD/DUPLEX	0.0239 acres/unit		
MULTI-FAMILY	0.0139 acres/unit		
PLANNING AREA	HOUSING TYPE	DU'S ANTICIPATED	TOTAL PARK REQUIRED
PA-13	SFD	71	1.70
PA-34	MULTI-FAMILY	53	0.74
PA-35	SFA	104	2.49
PA-36	SFD	96	2.29
PA-37	SFD	103	2.46
PA-38	SFD	69	1.65
PA-40	SFD	36	0.86
PA-40	SFD	48	1.15
PA-41	SFD	36	0.86
PA-42	SFD	70	1.67
PA-44	SFD	91	2.17
PA-44	SFD	122	2.92
PA-45	SFD	152	3.63
PA-46	SFD	138	3.30
PA-47	SFD	111	2.65
PA-48	SFD	140	3.35
PA-49	SFD	92	2.20
Total		1,532	36.08
Total	SFD	1,479	
Total	MULTI-FAMILY	53	

*NEIGHBORHOOD PARK ACREAGE HAS BEEN REDUCED BY 9,138 SQ.FT. TO EXCLUDE THE DETENTION AREA.
**COMMUNITY PARK ACREAGE HAS BEEN REDUCED BY 37,028 SQ.FT. TO EXCLUDE THE DETENTION AREA.
*** OPEN SPACE CALCULATIONS ARE SHOWN FOR ENTIRE PROPERTY TO SHOW THAT REQUIREMENTS HAVE BEEN EXCEEDED.

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS								
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1
Required Amenities							Required Amenities	
1. Landscaping shall be provided for all impervious areas not used for other amenities.	●	●	●	●	●	●	1. Landscaping shall be provided for all impervious areas not used for other amenities.	●
2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	●	●	●	●	●	●	2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	●
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	●	●	●	●	●	●	3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	●
4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	●	●	●	●	●	●	4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	●
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	●	●	●	●	●	●	5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	●
6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	●	●	●	●	●	●	6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	●
7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	●	●	●	●	●	●	7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	●
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	●	●	●	●	●	●		

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS								
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1
NOTE: PER THE TOWN OF PARKER STAFF APPROVAL, THE COMMUNITY PARK WILL BE SATISFIED WITH 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT CAN OCCUPY A MIN OF 42 USERS AT ONE TIME. Not applicable to Neighborhood Serving Parks							9. All community-serving parks shall provide:	
							A) A large shelter serving a capacity of between thirty-one (31) and one hundred (100) users.	●
							b) A loop path with mileage markers.	●
							c) A large destination-scale play area.	●
							d) Programmed space.	●
							e) Drinking fountains in a quantity appropriate for the scale of the park.	●
							f) A diamond or rectangular ball field.	●
							g) A minimum of two (2) sport courts.	●
							h) A bicycle rack and bicycle repair station.	●
							i) Permanent restrooms, either vault or full, in a quantity appropriate for the scale of the park.	●
							j) Barbecues, single or dual with ash disposal.	●
							k) Off-street parking	●

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Category 1 - Gathering Spaces & Self-directed Group Activities									
Pick 1						Pick 1 from each subcategory			
Gardens									
Arboreta/decorative garden, irrigated					●		Arboreta/decorative garden, irrigated	●	
Community garden/raised garden, irrigated	●						Community garden/raised garden, irrigated		
Gathering and Social Space									
Amphitheater							Amphitheater		
Festival/event space							Festival/event space		
Outdoor nature classroom							Outdoor nature classroom	●	
Outdoor performance space/ stage		●			●		Outdoor performance space/ stage		
Programmable space (indoor or outdoor)	●	●	●	●	●	●	Programmable space (indoor or outdoor)	●	
Seating and tables	●	●	●	●	●	●	Seating and tables	●	
Shelter, small (5-10 users)	●	●	●	●	●	●	Shelter, small (5-10 users)	●	
Shelter, medium (11-30 users)							Shelter, medium (11-30 users)	●	
Shelter, large (31-100 users)							Shelter, large (31-100 users)	*	
Shelter, pavilion (more than 100 users)							Shelter, pavilion (more than 100 users)		
Interpretive and Placemaking									
Interactive, functional, or visual art							Interactive, functional, or visual art		
Interpretive signage or elements		●					Interpretive signage or elements		
Site design theme							Site design theme	●	
Outdoor Specialized									

* PER DISCUSSIONS WITH TOWN STAFF ,CREDIT WILL BE GIVEN TO 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT WILL SATISFY A MIN. OF 31 USERS.

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS								
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●	●			●		Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●
Bike park, skills area, or pump track							Bike park, skills area, or pump track	●
Climbing spire or wall			●	●			Climbing spire or wall	
Disc golf course							Disc golf course	
Dog off-leash area (fenced)							Dog off-leash area (fenced)	
Horseshoe pit						●	Horseshoe pit	
Skate park							Skate park	
Category 2 - Active Uses								
Pick 2, but only 1 may be from Paths, Trails.						Pick as shown below for each subcategory		
Paths, Trails, and Trailheads						Pick 1 per acre		
Greenway connection or trailhead			●	●		●	Greenway connection or trail head	●
Hard-surfaced multi-use trail							Hard-surfaced multi-use trail	●
Internal access pathway	●	●	●	●	●	●	Internal access pathway	●
Loop path (with mileage markers)							Loop path (with mileage markers)	●
Soft-surface jogging/hiking trail					●		Soft-surface jogging/hiking trail	●
Soft-surface equestrian or bike trail							Soft-surface equestrian or bike trail	●
Play Space and Equipment						Pick 1 per acre from this section, or substitute 1 additional amenity from the Sports and Fitness section below		
Climbing structure or boulders	●	●	●	●	●	●	Climbing structure or boulders	●

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Nature play features	●	●	●	●		●	Nature play features	●	+3
Open turf play area	●	●	●	●	●	●	Open turf play area	●	
Playground, small-scale		●	●	●	●	●	Playground, small-scale	●	
Play area, large destination-scale							Play area, large destination-scale	●	
Thematic play features							Thematic play features	●	
Universal and inclusive play elements	●	●	●	●	●	●	Universal and inclusive play elements	●	
Zip line					●		Zip line		
Sports and Fitness						Pick 1 per acre [or 2 per acre if no Play Space and Equipment Amenity is provided]			
Artificial turf field, multi-purpose							Artificial turf field, multi-purpose	●	
Ball field (baseball, softball, or multi-use)							Ball field (baseball, softball, or multi-use)	●	
Field with lighting							Field with lighting		
Outdoor fitness equipment		●					Outdoor fitness equipment		
Specialty sport field or stadium							Specialty sport field or stadium		
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)			●	●			Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	**●	+3
Tournament sports court or multi-court complex							Tournament sports court or multi-court complex		

* PARK PROGRAM ELEMENTS HAVE BEEN DESIGNED WITH TOWN STAFF TO SATISFY TOWN REQUIREMENTS.
** WE ARE REQUIRED TO HAVE 1 COURT. CREDIT TOWARDS THE 1 PER ACRE FOR THE ADDITIONAL PICKLE BALL COURT AND 2 BOCCIE COURTS.

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Category 3- Support Amenities									
Pick 1 per acre									
Support Amenities									
Barbecues, single or dual with ash disposal	●	●	●	●	●	●	Barbecues, single or dual with ash disposal	●	+8
Bike rack and repair station				●			Bike rack and repair station	●	+2
Dog waste station	●	●	●	●	●	●	Dog waste station	●	+4
Drinking fountain							Drinking fountain	●	+2
Parking, off-street							Parking, off-street	●	
Parking, on street	●	●	●	●	●	●	Parking, on street	●	
Restroom, portable (screened)							Restroom, portable (screened)		
Restroom, permanent (full or vault)							Restroom, permanent (full or vault)	●	
Signage (identification)	●	●	●	●	●	●	Signage (identification)	●	
Trash receptacles	●	●	●	●	●	●	Trash receptacles	●	+10
Category 4 - Specialized Facilities									
Optional						Pick 1 per acre			
Aquatics and Water Access									
Splash pad or water play feature							Splash pad or water play feature		
Swimming pool							Swimming pool	●	
Indoor Facilities									
Activity building/clubhouse							Activity building/clubhouse	●	
Environmental education center							Environmental education center		
Recreation center or fieldhouse							Recreation center or fieldhouse		

** IN ORDER TO MEET THE NUMBER OF ELEMENTS REQUIRED; EXTRA BBQ , DRINKING FOUNTAINS, BIKE RACKS, PETWASTE STATIONS WILL BE ADDED FOR THE COMMUNITY PARK.

All Plans and Images are for illustrative purposes and are not intended to depict final designs.

H1 COMMUNITY PARK

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)
- LARGE DESTINATION PLAY AREA (R)

SPORTS & FITNESS

- BALL FIELD -RECTANGULAR (R)
- BOCCE BALL COURTS (SPORT COURT) (R)
- PICKLE BALL COURTS (SPORT COURT) (R)

GATHERING/SOCIAL SPACES

- MEDIUM SHADE SHELTER W/6 PICNIC TABLES, (1 ADA TABLE & ...ELECTRICAL OUTLETS) (R)
- 2 ADDITIONAL SMALL SHADE SHELTERS
- PROGRAM SPACE (AMPHITHEATER) (R)
- MULTIPLE SEATING & BENCH AREAS (R)
- ADDITIONAL PICNIC TABLES (R)
- OVERLOOKS (C)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH WITH MILE MARKERS(C)
- SOFT SURFACE TRAILS (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- BUTTERFLY GARDEN/DECORATIVE GARDEN

OUTDOOR SPECIALIZED FACILITIES

- CORNHOLE

AQUATICS & WATER ACCESS

- SWIMMING POOL

INDOOR FACILITIES

- CLUBHOUSE/CHANGING ROOMS

INTERPRETIVE/ PLACE MAKING ELEMENTS

- SITE DESIGN THEME/INTERPRETIVE SIGNAGE (R)

SUPPORT AMENITIES

- ADDITIONAL SHADE CANOPY (R)
- BIKE RACK & FIX STATIONS (R)
- DRINKING FOUNTAIN (R)
- PERMANENT VAULT RESTROOM (R)
- PARK SIGNAGE (R)
- TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)
- OFF STREET PARKING (C)

OTHER ELEMENTS

- INTERACTIVE DRAINAGE
- TRIKE TRACK
- SLEDDING HILL





LAND USE

1.67 ACRES

NEIGHBORHOOD PARK

Tract I is a highly detailed park that will include unique planting areas, trails, a Shade structure with Picnic Tables, a multi-purpose turf area, and a natural climbing boulder area. Generally speaking, this northern area of Anthology is anticipated to be Age Target ted, and as such this park and park R have been programmed for active Adult uses.

The terrain in this area is gentle and well suited for display gardens, the multi-purpose turf area, and shade structure with picnic tables.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- BOCCE BALL COURT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE TRAIL (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- COMMUNITY GARDEN (C)

OUTDOOR SPECIALIZED FACILITIES

- CORNHOLE

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- INTERACTIVE DRAINAGE WITH BOULDERS AND ENHANCED PLANTINGS





R

LAND USE

4.15 ACRES

NEIGHBORHOOD PARK

Tract R Park serves as a point of interest due to the high level of visibility from the surrounding street network, and the fact that this park terminates one of the entries into this neighborhood.

The park has been designed around a looped trail that includes Exercise stations, the trails in the park provide a combination of easy terrain, and more complex terrain for interest, the park also includes an Overlook into the naturalized detention facility, multi-purpose turf areas, a shade shelter, and areas of preserved natural vegetation.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- OUTDOOR FITNESS EQUIPMENT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)
- OUTDOOR PERFORMANCE SPACE/STAGE/ (MC)
- INTERPRETIVE SIGNAGE

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE TRAIL (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- OUTDOOR GAME TABLE

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE
- (2) TRASH RECEPTACLES
- DOG WASTE STATIONS
- ON STREET PARKING

OTHER ELEMENTS

- ADDITIONAL EXERCISE EQUIPMENT
- OVERLOOKS

LL

LAND USE

2.32 ACRES

NEIGHBORHOOD PARK

Tract LL is being designed as a Swing Park, a park that will feature oversized swing platforms and typical swings as the primary focal element for this centrally located park area.

The Park will also include multi-purpose turf areas, a shade shelter, site furnishings, and connections to the trail corridor.

PARK DEVELOPMENT REQUIREMENTS**PLAY SPACE AND EQUIPMENT**

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (FEATURING SWINGS) (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- HALF COURT BASKETBALL (C)
- EXERCISE STEPS (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 3 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- SWINGING HAMMOCKS (C)

SUPPORT AMENITIES

- SHADE CANOPY (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- PLATFORM SWINGS (MC)





TT

LAND USE

2.06 ACRES

NEIGHBORHOOD PARK

Tract TT features a challenging yet exciting landscape with the opportunity to preserve some high quality existing vegetation. The existing topography provides an excellent opportunity for sloped climbing areas, and embankment slides. The Park will also incorporate a traditional playground, multi-purpose turf area, a park shelter and connectivity to the trail corridor.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- CLIMBING AREA (NATURAL PLAY FEATURES) (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- PUTTING AND CHIPPING GREEN (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE LOOP TRAILS (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- CLIMBING SPIRES (C)

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- EMBAKMENT SLIDE (ADDED RECREATION ELEMENT) (R)

YY

LAND USE

1.28 ACRES

NEIGHBORHOOD PARK

Tract YY is surrounded by family oriented homes, with street frontage comprising more than 55% of the parks perimeter. A large flat multi-purpose turf area is the primary focus of the park, the turf area is large enough for informal small children's soccer practice, family football, or informal volleyball.

In addition the park includes a tree allee entry, site furniture, shade shelter, bocce ball area and picnic facilities.

PARK DEVELOPMENT REQUIREMENTS**PLAY SPACE AND EQUIPMENT**

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- HALF COURT BASKETBALL (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 3 SEATING & BENCH AREAS (R)
- 6 ADDITIONAL PICNIC TABLES (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- DISPLAY GARDEN (C)

SUPPORT AMENITIES

- BBQ AREA (C)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- ADDITIONAL PLAY ELEMENT (MC)





D1

NEIGHBORHOOD PARK

LAND USE

3.14 ACRES

Tract D1 is anchored by a community garden area, but the activity doesn't stop with that, community garden's give people a chance to connect with neighbors so this park will also provide a playground area, access to a looped trail, a shade shelter with seating to get out of the sun and enjoy some conversation.

The park also includes an area of preserved vegetation that will act as a buffer from the homes on the south side of this area.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- BOCCEBALL COURT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 2 ADDITIONAL SEATING & BENCH AREAS (R)
- 1 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

SUPPORT AMENITIES

- BBQ (C)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- ADDITIONAL PLAYGROUND EQUIPMENT (MC)

SEGMENT 2

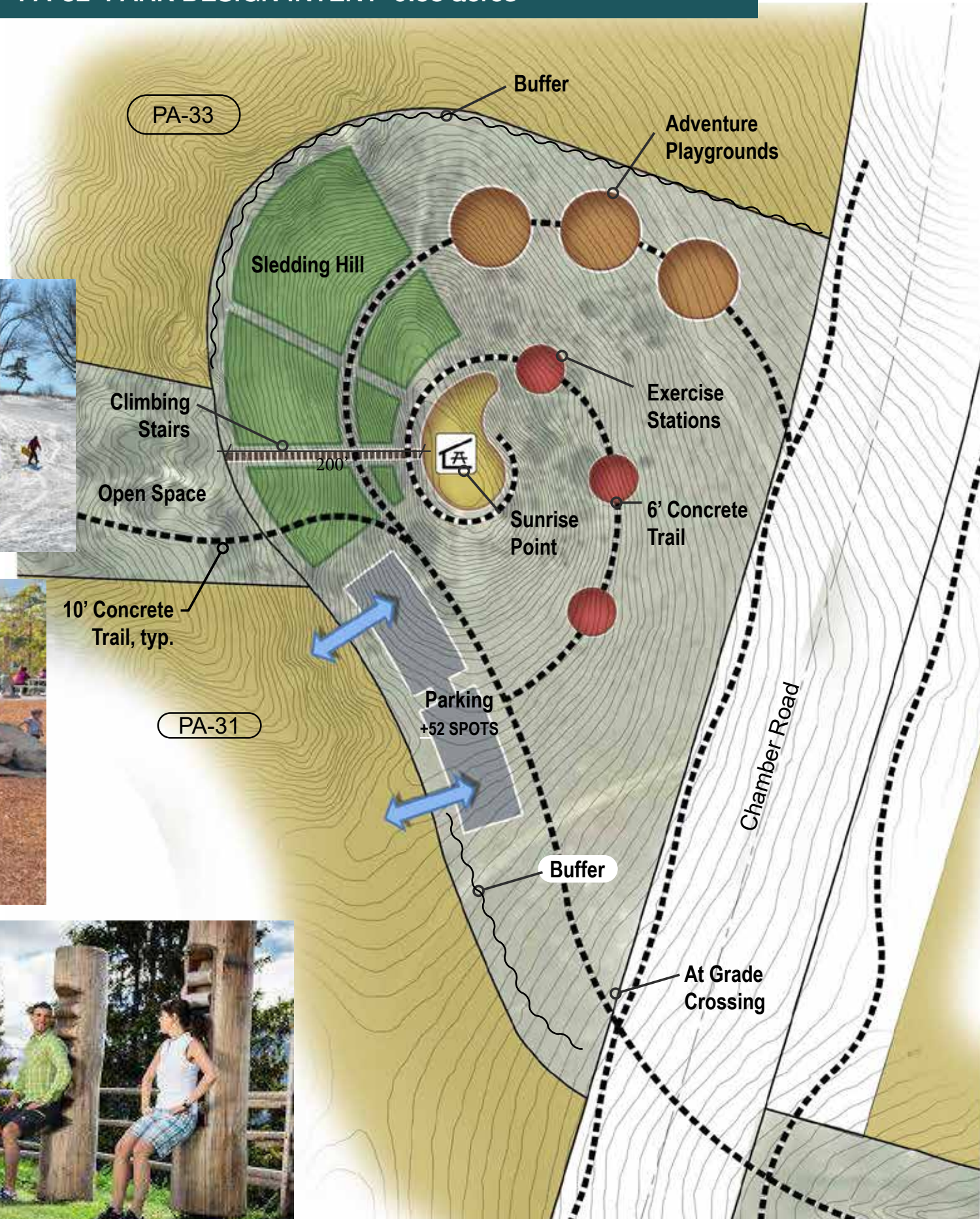
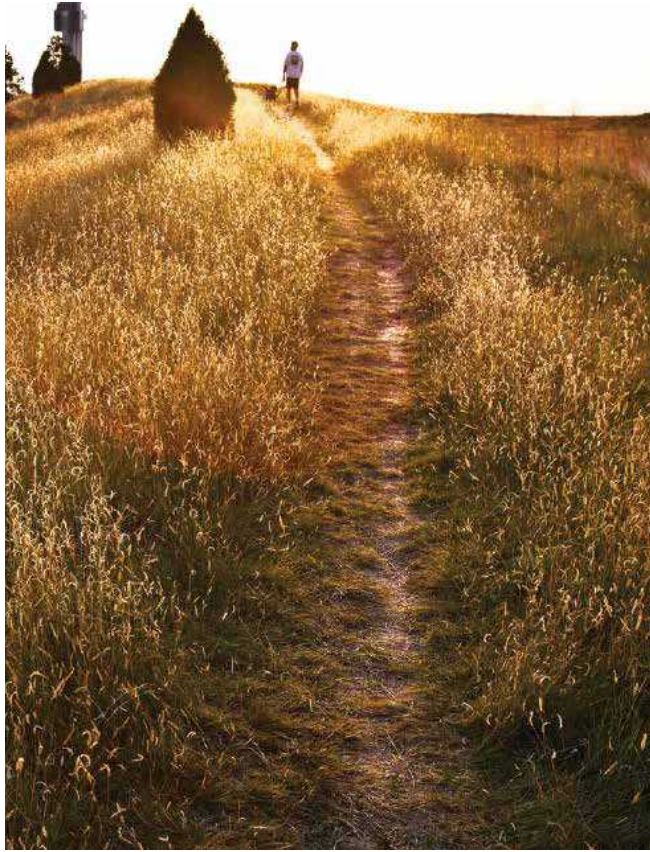
INFORMATION

Segment 2 includes two park areas as identified in the existing PD, as well as trails as identified on the trails plan on page 11. The chart to the right analyzes the acreage of Parks that will be required at full build out based on the PD, the detail and location of Neighborhood Parks will be determined with the Sketch/Preliminary Plan for Segment 2.



ANTHOLOGY			
OVERALL PHASE ONE - PARKS AND OPEN SPACE DEDICATIONS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (AC)
TOTAL REQUIRED PARKS	MUNICIPAL CODE	74.17	50.26
NEIGHBORHOOD PARKS			17.11
COMMUNITY PARKS			33.15
OPEN SPACE	FROM APPROVED PD	241.78	313.08
DEDICATION REQUIREMENT			
SFD/DUPLEX		0.0239 acres/unit	
MULTI-FAMILY		0.0139 acres/unit	
PLANNING AREA	HOUSING TYPE	DU'S ANTICIPATED	TOTAL PARK REQUIRED
PA-11	SFD	223	5.33
PA-13	SFD	71	1.70
PA-15	MULTI-FAMILY	429	5.96
PA-20 & 22	SFD/SFA	281	6.72
PA-23	SFD/SFA	122	2.92
PA-24 & 26	SFD	149	3.56
PA-25	SFD	114	2.72
PA-28	SFD	50	1.20
PA-29 & 30	SFD/SFA	155	3.70
PA-31	SFD/SFA	114	2.72
PA-33	SFD/SFA	136	3.25
PA-34	MULTI-FAMILY	53	0.74
PA-35	SFA	104	2.49
PA-36	SFD	96	2.29
PA-37	SFD	103	2.46
PA-38	SFD	69	1.65
PA-40	SFD	36	0.86
PA-40	SFD	48	1.15
PA-41	SFD	36	0.86
PA-42	SFD	70	1.67
PA-44	SFD	91	2.17
PA-44	SFD	122	2.92
PA-45	SFD	152	3.63
PA-46	SFD	138	3.30
PA-47	SFD	111	2.65
PA-48	SFD	140	3.35
PA-49	SFD	92	2.20
Total		3,305	74.17
Total	SFD	2,823	
Total	MULTI-FAMILY	482	

General Note: The entire west portion of the property has not been deisgned, and therefore the Neighborhood Park locations have not been identified. All code requirements will be met when the west side of the property is designed.



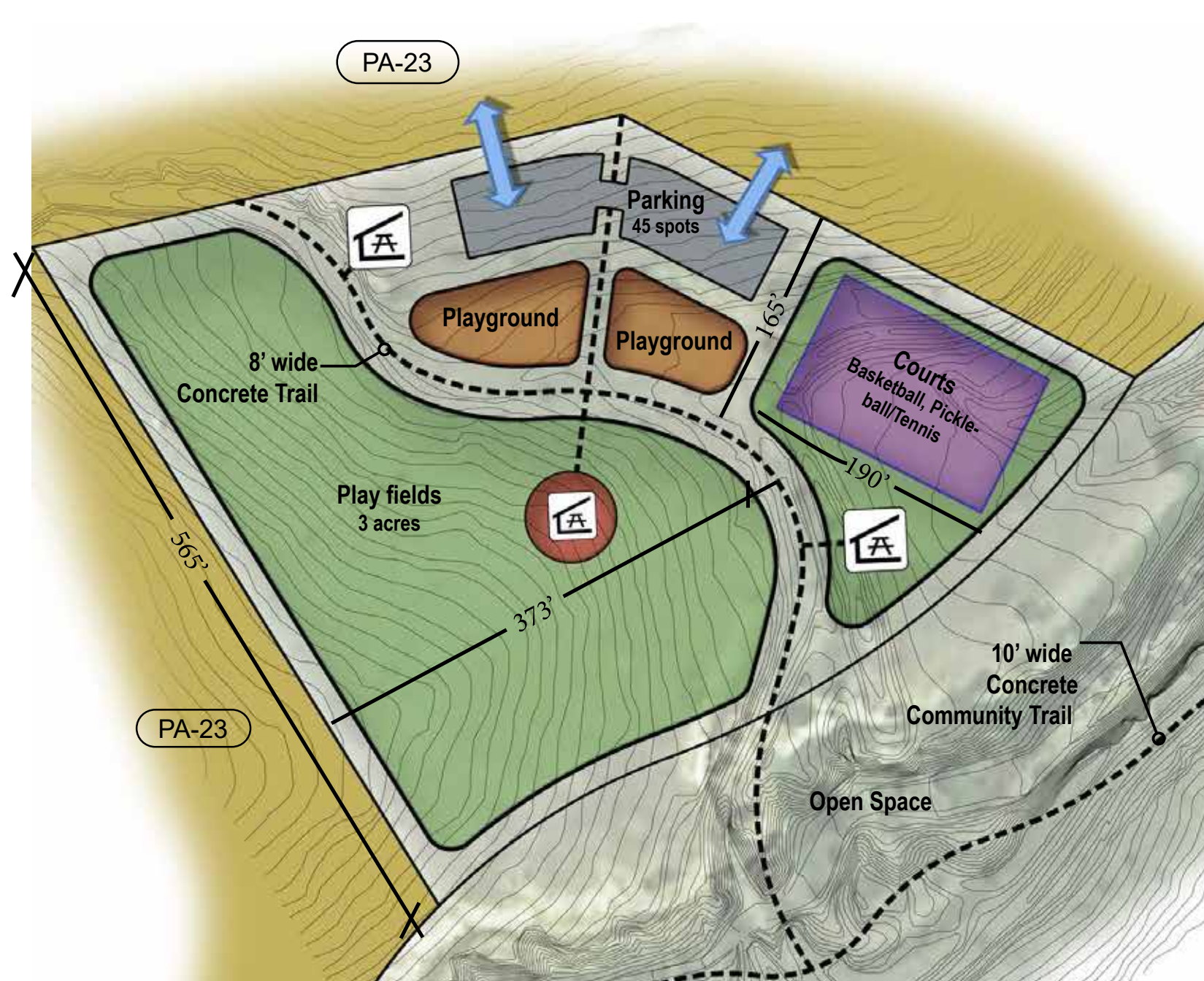
DESIGN INTENT

As the highest point in the community, Constellation Park has potential to be a favorite among walkers and runners, and is also home to some very important features: the Sledding Hill, Climbing Stairs, Sunrise Point, and even more Adventure Playgrounds.

While it's easy for these attractions to hold the spotlight, what makes Constellation Park so unique is the mature vegetation and natural rock outcroppings. The lushness of the park bodes well for natural amenities.

POTENTIAL PROGRAM HIGHLIGHTS:

- Climbing Stairs
- Park Overlook
- Multi-level Play Structures
- Exercise Stations
- Sledding Hill



DESIGN INTENT

Whatever you play, you can probably play it here. A traditional park in the sense, Open Air has basketball, tennis and sand volleyball courts. Football, soccer, baseball and softball fields. Plus a playground and bike path. After the game, relax at the picnic tables, park benches or in the pavilion.

POTENTIAL PROGRAM

HIGHLIGHTS:

- Tennis/Pickle-ball Courts
- Basketball/Volleyball
- Multi-level Play Structures
- Play-fields
- Hiking Trails
- Picnic Shelters

Note: Conceptual Plan for Illustrative purposes only.



ANTHOLOGY

pcs group, inc

200 kalamath street, denver, colorado - 80223



ORDINANCE NO. 3.308.2, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE FIRST AMENDMENT 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 “Anthology North Development Plan and Guide First Amendment,” approved by the Town Council on September 21, 2015, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on December 15, 2015, at Reception No. 2015089144, 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 Anthology North Development Plan and Guide First Amendment for the Property is hereby amended as provided in the “Anthology North Development Plan and Guide Second Amendment,” which is attached hereto as **Exhibit B** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Anthology North Development Plan and Guide Second 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

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION**PARCEL C:**

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4,
THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 72.69 FEET TO
A POINT ON THE WESTERLY RIGHT OF WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN
THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT OF WAY SURVEYS, SURVEY
NO. LSP-2474;

THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG THE WESTERLY RIGHT OF
WAY OF SAID CROWFOOT VALLEY ROAD, A DISTANCE OF 21.60 FEET TO THE POINT OF
BEGINNING;

THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, A DISTANCE OF 314.70 FEET TO
A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32
DEGREES 01 MINUTES 27 SECONDS, A RADIUS OF 1,070.97 FT, AND AN ARC LENGTH OF
598.59 FEET, (CHORD BEARS SOUTH 74 DEGREES 28 MINUTES 22 SECONDS WEST, A
DISTANCE OF 590.83 FEET);

THENCE SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 556.22
FEET;

THENCE SOUTH 52 DEGREES 19 MINUTES 22 SECONDS WEST, A DISTANCE OF 242.53 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 24 DEGREES 24 MINUTES 53 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN
ARC LENGTH OF 936.39 FEET, (CHORD BEARS SOUTH 66 DEGREES 58 MINUTES 35 SECONDS
WEST, A DISTANCE OF 929.33 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN
ARC LENGTH OF 555.20 FEET, (CHORD BEARS SOUTH 85 DEGREES 41 MINUTES 11 SECONDS
WEST, A DISTANCE OF 555.17 FEET);

THENCE NORTH 89 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 307.11
FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 543.29 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN
ARC LENGTH OF 480.22 FT, (CHORD BEARS SOUTH 79 DEGREES 53 MINUTES 13 SECONDS
WEST, A DISTANCE OF 477.78 FEET);

THENCE SOUTH 74 DEGREES 13 MINUTES 58 SECONDS WEST, A DISTANCE OF 480.67 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2408.42 FEET, AND AN ARC
LENGTH OF 1,091.14 FEET, (CHORD BEARS NORTH 88 DEGREES 01 MINUTES 55 SECONDS
WEST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 71 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 415.03 FEET TO
A POINT OF NON-TANGENT CURVATURE;

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 52 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET, (CHORD BEARS NORTH 81 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 81 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 02 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.68 FEET, (CHORD BEARS NORTH 79 DEGREES 28 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 55 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 412.26 FEET;

THENCE NORTH 52 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 651.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 24 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS NORTH 57 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 263.06 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 135.95 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 22088;

THENCE NORTH 00 DEGREES 11 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,662.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 12 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,659.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 28286;

THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1,693.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWENTY (20) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 55 MINUTES 25 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 93.11 FEET, (CHORD BEARS SOUTH 28 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 92.80 FEET);
2. SOUTH 36 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 115.29 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 41 MINUTES 07 SECONDS, A RADIUS OF 789.50 FEET, AND AN ARC LENGTH OF 93.22 FEET, (CHORD BEARS SOUTH 49 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.22 FEET);
4. SOUTH 41 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 89.50 FEET TO A POINT OF NON-TANGENT CURVATURE;
5. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 31 MINUTES 44 SECONDS, A RADIUS OF 700.00 FEET, AND AN ARC LENGTH

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

OF 495.15 FEET, (CHORD BEARS NORTH 69 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 484.89 FEET);

6. NORTH 89 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.07 FEET;

7. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 145.43 FEET;

8. NORTH 85 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 113.19 FEET;

9. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 243.94 FEET;

10. SOUTH 51 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 75.83 FEET;

11. SOUTH 10 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 322.84 FEET TO A POINT OF CURVATURE;

12. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,285.00 FEET, AND AN ARC LENGTH OF 22.82 FEET, (CHORD BEARS SOUTH 11 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 22.82 FEET);

13. NORTH 78 DEGREES 27 MINUTES 10 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

14. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,115.00 FEET, AND AN ARC LENGTH OF 19.80 FEET, (CHORD BEARS NORTH 11 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 19.80 FEET);

15. NORTH 10 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 297.03 FEET;

16. NORTH 38 DEGREES 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.19 FEET;

17. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 712.96 FEET TO A POINT OF CURVATURE;

18. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 19 MINUTES 28 SECONDS, A RADIUS OF 5,661.50 FEET, AND AN ARC LENGTH OF 427.31 FEET, (CHORD BEARS SOUTH 89 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.20 FEET);

19. SOUTH 87 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 829.68 FEET TO A POINT OF CURVATURE;

20. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 07 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 124.36 FEET, (CHORD BEARS SOUTH 89 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 124.35 FEET);

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 58 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 88.55 FEET, (CHORD BEARS NORTH 88 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.55 FEET);

2. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 352.50 FEET;

3. NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, A DISTANCE OF 7.50 FEET;

4. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 290.82 FEET TO A POINT OF CURVATURE;

5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 07 SECONDS, A RADIUS OF 2,945.00 FEET, AND AN ARC LENGTH OF 119.18 FEET, (CHORD BEARS NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 119.17 FEET) TO A POINT ON A LINE BEING 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

LTC Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

6. NORTH 89 DEGREES 34 MINUTES 38 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF SAID NORTH LINE, A DISTANCE OF 1,799.34 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

7. NORTH 89 DEGREES 34 MINUTES 39 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2,579.25 FEET TO THE WESTERLY LINE OF STROH RANCH FILING NO. 11 AS RECORDED AT RECEPTION NO. 99012788 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID MOTSENBOCKER ROAD THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 03 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 256.18 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 46 MINUTES 16 SECONDS, A RADIUS OF 760.00 FEET, AND AN ARC LENGTH OF 50.02 FEET, (CHORD BEARS SOUTH 01 DEGREES 40 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.01 FEET);
3. SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 218.19 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53 DEGREES 08 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 162.30 FEET, (CHORD BEARS NORTH 63 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 156.55 FEET);

THENCE SOUTH 65 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.91 FEET;

THENCE SOUTH 77 DEGREES 51 MINUTES 49 SECONDS WEST, A DISTANCE OF 101.33 FEET;

THENCE SOUTH 86 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 130.98 FEET;

THENCE SOUTH 79 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 114.37 FEET;

THENCE SOUTH 67 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 92.37 FEET;

THENCE SOUTH 65 DEGREES 03 MINUTES 57 SECONDS WEST, A DISTANCE OF 146.84 FEET;

THENCE NORTH 59 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 311.08 FEET;

THENCE SOUTH 63 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 712.05 FEET;

THENCE NORTH 86 DEGREES 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 480.66 FEET;

THENCE SOUTH 43 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 865.32 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 55 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

LENGTH OF 207.46 FEET, (CHORD BEARS SOUTH 73 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 195.52 FEET);
 THENCE SOUTH 34 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 242.55 FEET;
 THENCE SOUTH 22 DEGREES 45 MINUTES 33 SECONDS WEST, A DISTANCE OF 70.00 FEET;
 THENCE SOUTH 67 DEGREES 14 MINUTES 27 SECONDS EAST, A DISTANCE OF 22.61 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 57 MINUTES 39 SECONDS, A RADIUS OF 465.00 FEET, AND AN ARC LENGTH OF 170.11 FEET, (CHORD BEARS SOUTH 56 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 169.17 FEET);
 THENCE SOUTH 46 DEGREES 16 MINUTES 48 SECONDS EAST, A DISTANCE OF 125.78 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 35 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 21.98 FEET, (CHORD BEARS SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 21.98 FEET);
 THENCE SOUTH 46 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.04 FEET TO A POINT ON THE NORTHERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003022326 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID STROH RANCH FILING NO. 18A, A DISTANCE OF 203.52 FEET TO A POINT ON THE WESTERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003092248 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE ALONG THE WESTERLY LINE OF SAID STROH RANCH FILING NO. 18B, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, A DISTANCE OF 405.99 FEET;
2. SOUTH 42 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 600.52 FEET;
3. SOUTH 37 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 217.29 FEET;
4. SOUTH 14 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 318.98 FEET;
5. SOUTH 40 DEGREES 44 MINUTES 41 SECONDS EAST, A DISTANCE OF 298.72 FEET;
6. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 875.11 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STROH RANCH FILING NO. 17C AS RECORDED AT RECEPTION NO. 2003092246 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17C, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 154.51 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 03 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 278.46 FEET, (CHORD BEARS NORTH 82 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 250.00 FEET);
3. SOUTH 00 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 23.45 FEET;
4. SOUTH 34 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 67.94 FEET;

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Our Order No. ABC70378536*2

LEGAL DESCRIPTION

5. SOUTH 52 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.48 FEET;
 6. SOUTH 43 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 468.56 FEET;
 7. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 74.07 FEET TO THE
 SOUTHWESTERLY CORNER OF STROH RANCH FILING NO. 17B AS RECORDED AT RECEPTION NO.
 2003092244 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17B, THE
 FOLLOWING SEVEN (7) COURSES:

1. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.61 FEET;
 2. NORTH 88 DEGREES 12 MINUTES 52 SECONDS EAST, A DISTANCE OF 600.55 FEET;
 3. NORTH 68 DEGREES 31 MINUTES 42 SECONDS EAST, A DISTANCE OF 738.42 FEET TO A
 POINT OF CURVATURE;
 4. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 140
 DEGREES 27 MINUTES 40 SECONDS, A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF
 245.15 FEET, (CHORD BEARS SOUTH 41 DEGREES 14 MINUTES 28 SECONDS EAST, A
 DISTANCE OF 188.21 FEET);
 5. SOUTH 17 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 149.94 FEET TO A
 POINT OF NON-TANGENT CURVATURE;
 6. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE
 OF 17 DEGREES 22 MINUTES 04 SECONDS, A RADIUS OF 1,100.00 FEET, AND AN ARC
 LENGTH OF 333.44 FEET, (CHORD BEARS NORTH 81 DEGREES 11 MINUTES 42 SECONDS
 EAST, A DISTANCE OF 332.16 FEET);
 7. NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 363.34 FEET TO A
 POINT ON THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF
 WAY LINE, A DISTANCE OF 103.80 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE TOWN OF PARKER BY DEEDS RECORDED APRIL 26,
 2005 UNDER RECEPTION NO. 2005036076 AND FEBRUARY 25, 2009 UNDER RECEPTION NO.
 2009012692 AND FEBRUARY 15, 2012 UNDER RECEPTION NO. 2012010974.

ALSO EXCEPT THAT PORTION LYING WITHIN TRACT A-1 OF STROH RANCH FILING NO. 17B,
 1ST AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 2006 UNDER
 RECEPTION NO. 2006085225.

OUT PARCEL C:

A PARCEL OF LAND BEING A PART OF NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6
 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE
 OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
 THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 519.56 FEET TO A POINT OF
 NON-TANGENT CURVATURE BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
 ANGLE OF 22 DEGREES 45 MINUTES 46 SECONDS, A RADIUS OF 801.50 FEET, AND AN ARC

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

LENGTH OF 318.42 FEET, (CHORD BEARS SOUTH 66 DEGREES 57 MINUTES 25 SECONDS WEST, A DISTANCE OF 316.33 FEET);
THENCE NORTH 36 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 103.28 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 15 SECONDS, A RADIUS OF 265.00 FEET, AND AN ARC LENGTH OF 46.58 FEET, (CHORD BEARS NORTH 31 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 46.51 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;
THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 377.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE TOWN OF PARKER BY DEED RECORDED FEBRUARY 25, 2009 UNDER RECEPTION NO. 2009012692.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST. THE SOUTHWEST CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 17666 AND THE SOUTH QUARTER CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 22098.

EXHIBIT B

Anthology North Town of Parker, Colorado

PD DEVELOPMENT GUIDE

January 15, 2015
Revised March 12, 2015
Revised March 31, 2015
Revised October 5, 2020

Owner:

North Parker Investments, LLC
Seldin Real Estate, Inc.
8160 N. Hayden Rd., Ste. J-208
Scottsdale, AZ 85258-4204
Contact: Kurt Wolter

Planning Consultants:

PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
720-259-8246
Contact: John Prestwich

Engineering Consultants:

CVL Consultants of Colorado, Inc.
10333 E. Dry Creek Road, Suite 240
Englewood, Colorado 80112
720-249-3588
Contact: Brian Wilson

E5X Management

7353 South Alton Way
Centennial, CO 80122
303-770-9111
Contact: Matt Janke

CONTENTS

I. GENERAL PROVISIONS

II. DEFINITIONS

III. LAND USE REGULATIONS

- A. Residential (SFd)
- B. Residential (SFe)
- C. Residential (THe)
- D. Mixed Use (MU)
- E. Commercial
- F. Parks
- G. Open Space (OS)

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

V. ENFORCEMENT AND ADMINISTRATION

- A. Incorporation of Planned Development Master Plan
- B. Effect of Recorded Plan

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variations

In no event shall the total number of 3,305 residential Dwelling Units within all Planning Areas as set forth on the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area, as set forth in the "ANTHOLOGY NORTH PD DEVELOPMENT PLAN AND GUIDE", as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Any decrease in units may be transferred to other Planning Areas in whole or in part, subject to the limitations of Section 13.07.160 of the Parker Municipal Code. Any increase of dwelling units within a Planning Area by more than 10% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code (except for PA 15 which is subject to the restrictions found in Section D Mixed Use, 4 b-Maximum number of Dwelling Units which allows for an administrative minor amendment process).

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN", the Planning Area boundary is the centerline of the abutting right-of-way of such street (except Molsenbocker, Crowfoot Valley and Hess Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "ANTHOLOGY NORTH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Homeowner Associations and/or Special Districts

Homeowner Associations and/ or Special Districts composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations and/ or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or Special District.

Special Districts must be approved by Town Council following a hearing and adaption of the necessary enabling ordinances or resolutions on a case by case basis.

II. DEFINITIONS

A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.

B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may" is permissive.

C. **Definitions:**

Existing definitions in the Parker Municipal Code shall apply unless specifically stated herein.

1. **Abut.** To have a common border with.
2. **Accessory Buildings.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
3. **Accessory Dwelling Unit.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
4. **Age Restricted Dwelling.** Housing limited to buyers and occupants 55 years of age or older within an active adult subdivision filing.
5. **Assisted Living Residence.** A building containing multiple residential units and/or rooms served by a common dining facility and kitchen and staffed by trained health care professionals who are allowed to administer medications.
6. **Building, Principal or Main.** A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. **Building Ground Coverage.** The amount of land covered or permitted to be covered by a Building.
9. **Building Height.** The vertical distance from the average finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. A weighted average of the finished grade on the perimeter of the building may be utilized.
10. **Building Setback.** The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
11. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.

12. Building Rear. That exterior wall of a Building which faces a Rear Lot Line of a Lot.
13. Car Care Center. An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not include Paint spraying or body repair.
14. Density, Gross or Average. A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area (s) or portions thereof; including all land within said Planning Area (s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
15. Density, Net. A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
16. Dwelling Unit, Clustered Single Family. A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. Dwelling Unit, Patio. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
18. Dwelling Unit, Single Family. A Dwelling Unit Type which includes both Single Family Detached or Attached Dwelling Units.
19. Dwelling Unit, Single Family Attached. A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each of which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. Dwelling Unit, Single Family Detached. A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall or floor in common with any other Dwelling Unit.
21. Dwelling Unit, Townhome. A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has individual outside access. Townhome Dwelling Units may have no side yards, or front and rear yards. May include duplex, tri-plex, four-plex, or more.
22. Dwelling Unit, Zero Lot Line. An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. Dwelling Unit, Live/Work. An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where residential setbacks apply.
24. Easement, Private Street. An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
25. Floor Area Ratio. A measurement of Development intensity expressed as a ratio derived by dividing the total Floor Area of a Building by the actual area of the Lot.
26. Garage, Parallel. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.

27. Garage, Perpendicular. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
28. Group Care Facilities. A facility where three or more persons are provided supervision and a planned treatment of counseling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local/judicial/health/welfare agency or serve only referrals from such agencies, and is subject to state statute for permitting. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
29. Independent Living. A living arrangement for people with special needs affording them as much independence and autonomy as possible.
30. Land Use Category. A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
31. Nursery. An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels.
32. Planning Areas. Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.
33. Principal Use. The specific primary purpose, activity or use for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
34. Recreational Vehicle. A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, boats, snowmobiles and other similar recreation equipment.
35. Restaurant, Conventional. An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
36. Restaurant, Fast Food. An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
37. Setback. The distance between the Building Line and the adjacent street right-of-way line or Lot Boundary.
38. Structure. Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
39. Traditional Neighborhood Design (TND). Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.

III. LAND USE REGULATIONS

A. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Duplex Units and Accessory Uses at no more than 4.5 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,
- d. Age restricted senior dwellings.
- e. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- g. Attached or detached private garages (3 cars maximum).
- h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- i. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Community centers, libraries and museums.
- c. Child Care Centers.
- d. Private schools and related facilities for elementary and secondary education.

4. Development Standards

- a. Average Density. The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 10' to porch or living space
- 18' to garage face
Building Sides - 5'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot-20'
Rear - 20'
Distance to residential lot – 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
ii) shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- g. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be forty five hundred (4500) square feet for single family detached homes, or three thousand (3000) square feet for duplex homes, patio homes, or zero lot line homes.

B. Residential (SFe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Tri-plex and Four-plex Dwelling Units, Townhome Dwelling Units and Accessory Uses at no more than 6.0 Dwelling Units per acre.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Zero Lot Line Dwelling Units.
 - c. Duplex.
 - d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units not to exceed 4 units per building.
 - e. Age restricted senior dwellings.
 - f. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
 - g. Attached or detached private garages (3 cars maximum).
 - h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
 - i. Open Space.
 - j. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
 - k. Places of religious assembly, religious schools.
3. Uses Permitted by Special Review
 - a. Group Care Facilities.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Child Care Centers.
 - e. Private schools and related administrative facilities for elementary and secondary education.
4. Development Standards
 - a. Average Density. The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
 - c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 16' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot - 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
- eight (8) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
 - shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.

- g. Minimum Lot Sizes. The minimum lot sizes in SFe residential Planning Areas shall be thirty five hundred (3500) square feet for Single Family Detached Housing, twenty five hundred (2500) square feet for zero lot line, or duplex, two thousand (2000) square feet for patio home.

C. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, , Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses, at no more than 14 Dwelling Units per zone.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,.
- d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Age restricted senior dwellings.
- f. Assisted and/or Independent Living.
- g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- h. Attached or detached private garages.
- i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- j. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- d. Child Care Centers.

4. Development Standards

- a. Average Density. The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning

Area.

- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback. The minimum Building Setbacks in The residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 18' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*
Building Separation 5'

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot – 25'

*subject to utility and drainage easement location

- f. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each The Planning Area,

or
ii) shall be governed by the applicable building code.

f. Building Height. No residential Buildings within The Planning Areas shall exceed forty (40) feet or three stories in height except by Special Review.

g. Minimum Lot Sizes. The minimum lot sizes for detached homes in The Planning Areas shall be

Single Family Detached Homes - thirty five hundred (3500) square feet

Zero Lot Line - twenty five hundred (2500) square feet

Duplex - two thousand (1200) square feet

Patio Home - two thousand (2000) square feet

Townhome Dwelling Unit - one thousand two hundred (1200) square feet

D. Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

a. drug stores

b. liquor stores

c. convenience grocery

(3) Specialty retail including but not limited to:

a. art gallery

b. antiques

c. artisan shops

d. gift shop

e. pet shops

f. florists, plant stores, plant nurseries

g. book store

h. stationery stores

i. retail food specialty shops which sell food products not intended to be consumed on the premises

j. butcher shops

k. candy stores

l. bakeries

m. doughnut shops

n. dairy product shops

o. toy and game stores

p. battery and accessory stores

q. bicycle stores

r. music stores

s. sporting goods store

t. card and gift shop

u. tobacco shop

v. cosmetic store

(4) Hardware and building material stores

(5) General retail merchandise and apparel shops, including but not limited to:

a. junior department stores

b. craft and hobby stores

c. discount department stores

- d. clothing stores
- e. shoe stores
- f. furniture stores, home furnishings
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store;
- k. accessory and specialty store
- (6) Development Sales and Marketing Center

B. Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, including drive-through
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) cafeteria

C. Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers, nursery school
- (3) health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

E. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) electronic funds transfer facilities
- (5) printing and publishing offices
- (6) radio and television offices and/or studios
- (7) mortuaries

F. Lodging

- (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- (2) bed and breakfast

G. Motor Vehicle

- (1) gasoline stations
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores

(5) car wash

H. General Government or Health Services

(1) fire stations

(2) police department substations

(3) transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

1. Age Restricted Dwellings.

3. Duplex, Tri-Plex, and Four-Plex Dwelling Units.

4. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

5. Independent Living Dwellings.

6. Assisted Living Dwellings.

7. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.

9. Attached or detached private garages, structured parking.

10. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.

11. Open Space.

12. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.

13. All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

a. Group Care Facilities.

b. Automobile and motor vehicle sales, leasing, rental and/or service.

c. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

d. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

e. Child Care Centers.

f. Small animal veterinary clinics with no outside facilities.

g. Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).
- b. Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:
 - Building front– 4 feet
 - Building side– 0 feet
 - Building rear– 20 feet
 - Distance to nearest residential use – 25 feet
- e. Building Setback: Residential
 - Building Front – 4' (Principal Building)
 - 5' or less or 18' or greater to garage face
 - Building Sides - 4' from ROW on corner lot
 - Building Sides - 0' from other property lines & lots with common walls
 - Building Rear - 4' from alley
 - Building Rear - 0' from other property lines*
 - Building Separation – 6'
- f. Building Separation. Commercial buildings can have a 0' separation.
- g. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45' in height without special review and up to 60' in height with Special Review.

E. Commercial

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

- a. drug stores
- b. liquor stores
- c. convenience grocery

(3) Specialty retail including but not limited to:

- a. art gallery
- b. antiques
- c. artisan shops
- d. gift shop
- e. pet shops
- f. florists, plant stores, plant nurseries
- g. book store
- h. stationery stores
- i. retail food specialty shops which sell food products not intended to be consumed on the premises

- j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
 - t. card and gift shop
 - u. tobacco shop
 - v. cosmetic store
 - (4) Hardware and building material stores
 - (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores, home furnishings
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store;
 - k. accessory and specialty store
 - (6) Development Sales and Marketing Center
- B. Eating and Drinking Establishments
- (1) restaurants
 - (2) fast food, including drive-through
 - (3) ice cream parlors
 - (4) coffee shops
 - (5) delicatessens
 - (6) lounge, bar or microbrewery
 - (7) cafeteria
- C. Personal Services
- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
 - (2) day care centers, nursery school
 - (3) health clubs, tennis courts, swimming pools, community centers
- D. Entertainment, Indoor
- (1) indoor movie theaters
 - (2) performance arts
 - (3) bowling alleys
 - (4) skating rinks (both ice and roller)
 - (5) pool halls
 - (6) arcade amusement centers

- E. General Office and Professional Services
 - (1) business and professional offices
 - (2) medical and dental offices and clinics
 - (3) banks and other financial service establishments, with or without drive-through facilities
 - (4) electronic funds transfer facilities
 - (5) printing and publishing offices
 - (6) radio and television offices and/or studios
 - (7) mortuaries
 - F. Lodging
 - (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
 - (2) bed and breakfast
 - G. Motor Vehicle
 - (1) gasoline stations
 - (2) auto repair centers
 - (3) tire sales and service
 - (4) auto parts stores
 - (5) car wash
 - H. General Government or Health Services
 - (1) fire stations
 - (2) police department substations
 - (3) transit facilities
 - I. Institution of Higher Education
 - I. Vocational Trade School
 - K. Structured Parking
3. Uses Permitted by Special Review
- a. Automobile and motor vehicle sales, leasing, rental and/or service.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Small animal veterinary clinics with no outside facilities.
4. Development Standards
- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).
 - b. Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
 - Building Front-4'
 - Building Side-0' if attached to adjacent building, 4' if free standing
 - Building Side from ROW on corner lot-20'
 - Rear-20'
 - c. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
 - d. Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60' in height without special review and up to 75' in height with Special Review. Distance to nearest residential area – 50 feet.

F. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Free standing light fixtures 14' and under.

3. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	20 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or
 - ii) shall be governed by the applicable building code.
- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

G. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks.
- d. Community Gardens.
- e. Drainage Facilities.
- f. Picnic shelters.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	15 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of
 - i) twenty (20) feet or

ii) shall be governed by the applicable building code.

- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty five (45) feet.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

Sales and Marketing Center

A Sales and Marketing Center may be located in any Planning Area. Eventually the Sales and Marketing Center may be converted to a Community Center or if designed as a private home (with a temporary use as a sales and marketing center) to a for-sale home. While section III.A.2.g of this PD Guide permits facilities anticipated with the future Community Center, the Sales and Marketing Center is a use that will be permitted by right.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Anthology North Amendment 1, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the "ANTHOLOGY NORTH Amendment 1 DEVELOPMENT PLAN AND GUIDE" by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

ANTHOLOGY NORTH DEVELOPMENT PLAN
AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS



LEGEND

□ FLOODPLAIN

--- COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK

--- PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)

--- PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)

--- ARAPAHOE CANAL TRAIL

W WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED, WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW.)

D DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

Property Owner Signature: _____

Print Name: _____ Date: _____

Title: _____

Planning Commission Acceptance:
This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission on this _____ day of _____, 2020.

Planning Director, on behalf of Planning Commission _____

This planned development plan was reviewed and approved by the Town Council of the Town of Parker on this _____ day of _____, 2020

Mayor, Town of Parker ATTEST: _____

Town Clerk

I hereby certify that this Development Plan was filed in my office on this _____ day of _____, 2020 A.D. at _____ A.M. / P.M. and was recorded with reception number: _____

County Clerk and Recorder

- NOTES:**
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.

ANTHOLOGY DEVELOPMENT CHART						
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	SFd	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SFe	17.56	6.00	16.91	71
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THE	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THE	30.14	14.00	27.44	122
	Pa - 24 & 26	SFd	44.33	4.50	42.58	149
	Pa - 25	SFd	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	SFd	15.29	4.50	14.69	50
	Pa - 29 & 30	THE	38.34	14.00	35.55	155
	Pa - 31	THE	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THE	34.02	14.00	31.24	136
	Pa - 34	THE	7.94	14.00	5.95	53
	Pa - 35	THE	15.30	14.00	15.3	104
	Pa - 36	SFe	21.17	6.00	21.17	96
	Pa - 37	SFe	22.09	6.00	21.62	103
	Pa - 38	SFd	15.84	4.50	15.44	69
	Pa - 39	School	12.96	-	11.98	-
	Pa - 40	SFe	18.39	6.00	15.65	84
	Pa - 41	SFd	9.60	4.50	8.99	36
	Pa - 42	SFd	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THE	33.37	14.00	32.02	213
	Pa - 45	SFe	30.65	6.00	29.70	152
	Pa - 46	SFe	27.83	6.00	27.72	138
	Pa - 47	SFd	25.73	4.50	24.64	111
	Pa - 48	SFe	30.22	6.00	29.44	140
	Pa - 49	SFe	18.41	6.00	17.85	92
	Subtotal		921.94	-	868.42	3,305

LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
MU	27.81	-	25.96	429
Residential	663.50	-	631.59	2,876
Open Space	285.96	-	243.80	
Parks	49.95	-	46.02	
Schools	100.69	-	94.32	
Fire Station	4.13	-	3.00	
Commercial	75.86	-	67.53	
TOTALS	1207.9		1,112.22	3,305
SFe Total	186.32	6.00	180.06	876
SFd Total	219.36	4.50	210.76	822
THE Total	257.82	14.00	240.77	1,178
MU Total	27.81	22.00	25.96	429
TOTALS	691.31		657.55	3,305

LAND PLANNING:

people creating spaces

pcsgroup inc. www.pcsgroupco.com
13, 1180 Independence pass
1007 16th street, denver, co 80202
1.303.531.4905 / 1.303.531.4908

ENGINEERING:

CVL
CONSULTANTS

10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:

OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:

DESIGNED BY:
JP

SCALE:
AS SHOWN

SUBMITTED ON:
09/30/2020

1 of 1



Planning Commission Staff Report

Planning Commission Date: 10/29/2020

Town Council Date: 11/16/2020

Hearing Type: Public Hearing
ANTHOLOGY NORTH - Rezoning
TRAKiT No(s): Z20-002

Location: Generally located on the south side of Hess Road
between Chambers Road and Motsenbocker Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: John Prestwich, PCS Group

Executive Summary: The applicant, PCS Group, is requesting an amendment to the Anthology North Planned Development (PD) to adjust Planning Area boundaries to reflect a dendritic design, amend lot size requirements and to implement a partial waiver resolution requirement to add commercial zoning.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the requested Anthology North Planned Development rezoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the requested Anthology North Planned Development rezoning, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the requested Anthology Planned Development rezoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the requested Anthology North Planned Development rezoning to a future date."

I. BACKGROUND/DISCUSSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent to the current, under development, site to the south (Looking Glass), Douglas 234 residential and commercial development to the north, and the Anthology residential development to the east.

The applicant, PSC Group, is requesting the approval of a zoning amendment to the Anthology North PD. Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

The applicant is requesting to amend these Planning Area boundaries to support improved subdivision design. Specifically, the driving force behind their subdivision layout is called “Dendritic Design”. Dendritic design is a way of planning a subdivision layout in order to respond to natural features (floodplains, drainage ways, topography, etc.) in a way that incorporates those natural features into the subdivision design as opposed to ignoring or removing the natural features that are present. It is important to note that while the Planning Area boundaries are proposed to be reconfigured, there is no increase in the overall number of units that are currently entitled in these Planning Areas and the applicant is proposing an increase in the open space of roughly 40 acres.

Lot Standards Revisions:

Revise lot size standards to accommodate market demand for attached housing types. The current PD contemplates a standard minimum lot size of 2,500-square feet for single-family attached residential products. These lot sizes are too large for typical single-family attached (townhome) and duplex (paired home) development, therefore, the applicant is proposing a minimum lot size of 1,200-square feet for a single-family attached and duplex residential product. The requested lot standards are common lot sizes for these types of home products and are consistent with other lot size requirements for similar home products in the Town.

Partial Waiver Resolution Compliance:

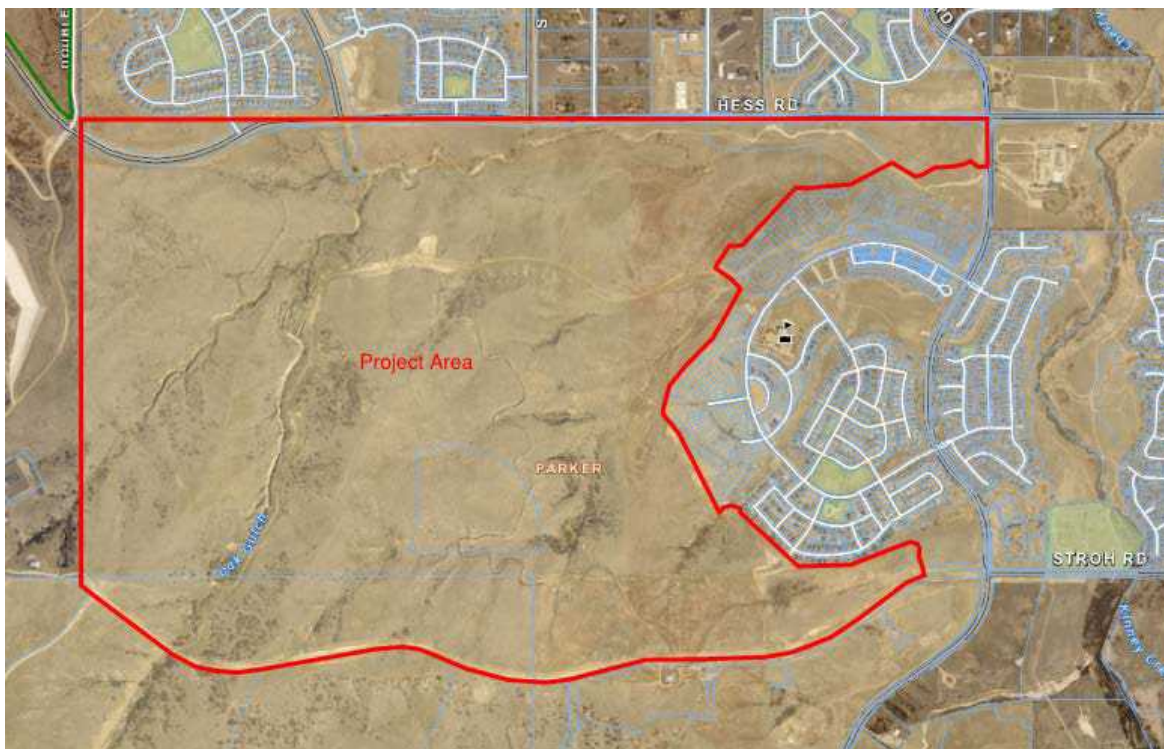
In May of 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer specific submittal requirements generally required during the submittal of a sketch and preliminary plan in order to allow the applicant to phase the sketch and preliminary plans for the 1,200 acres Anthology North property into three segments. The Partial Waiver Resolution allowed the applicant to defer the submittal of detailed documents for Segment 2. Town Council approved this request subject to certain developer obligations.

- One of those obligations was to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Area 15 be zoned from Mixed Use to a Planning Area that only allow for commercial uses. The requirement for one-third (1/3) of Planning Area 15 to be developed for commercial uses was borne out of the Town of Parker 2035 Master Plan language for Neighborhood Centers.

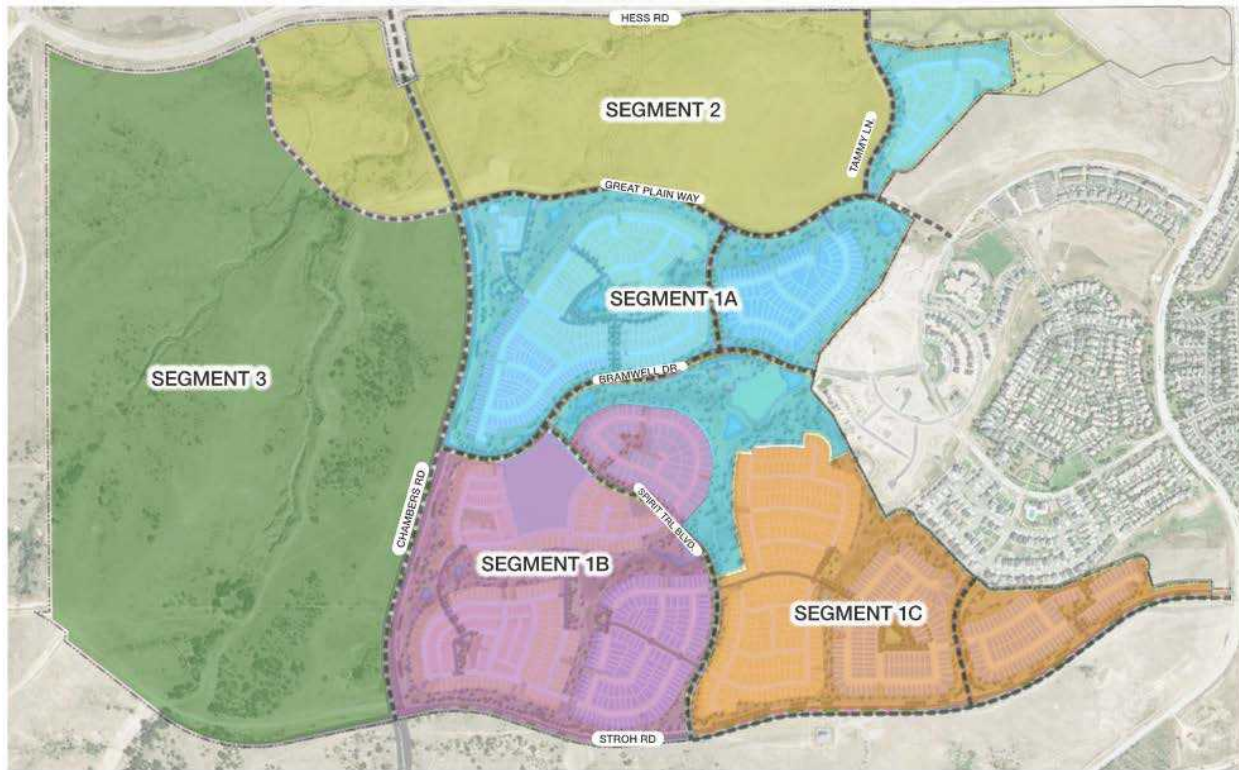
This language states; *“In general, a Neighborhood Center shall have no less than 33 percent or eight (8) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use.”* The intent of this language is to ensure that there is meaningful commercial development within identified Neighborhood Centers. This will ensure commercial services are available to current and future residents of the Town while helping to maintain the fiscal health of the Town. One-third (1/3) of the total area of Planning Area 15 is roughly 14 acres that will be rezoned to strictly for commercial uses.

- The second obligation to be partially addressed with the rezoning process is the requirement for the Parks, Trails and Open Space Master Plan (to be developed in both Segment 1 and 2). The Partial Waiver Resolution allowed the applicant to defer details on the associated parks, trails and open space for Segment 2 until there is proposed development for Segment 2. The applicant has provided detail analysis of the parks, trails and open space amenities located within Segment 1. The Anthology North Parks, Trails and Open Space Master Plan shows compliance with the requirements outlined in the Partial Waiver Resolution and the new parks standards adopted by the Town on October 19, 2020.

Vicinity Map



Segment 1 Project Area



PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) as Stroth Ranch and zoned for a variety of residential and commercial uses.
2003	The Hess Ranch property to the south and west was voluntarily annexed by the Town (Ordinance 2.140) and zoned as PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed SunMarke.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed Anthology.
2015	The current PD-Planned Development zoning was a split of the original larger Anthology PD into the Hess Ranch PD and the Anthology North PD and was approved by Town Council and allowing for a variety of residential and commercial uses.

II. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Anthology North Planned Development		
Master Plan Area	Medium/Low-Density Residential		
Site Acreage	1,207.9 acres		
Subdivision	Anthology North (under review)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-family detached residential units, 14 acre commercial site and Town of Parker Public Works Operations Center
South	Low Density Residential	PD - Planned Development	Undeveloped (Hess Ranch_
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Single-family attached and detached residential units
West	Douglas County	Douglas County Zoning	Reuter-Hess Reservoir site

III. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.H Land Use 1.I Housing and Neighborhoods 2

	Housing and Neighborhoods 2.A Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Natural Resource Protection 1 Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 1.C Natural Resource Protection 2 Natural Resource Protection 2.A Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.B Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F Natural Resource Protection 4.G Natural Resource Protection 4.H Natural Resource Protection 4.I Open Space and Recreation 1 Open Space and Recreation 1.A Open Space and Recreation 2 Open Space and Recreation 2.A Open Space and Recreation 3 Open Space and Recreation 3.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for medium density residential uses per the General Land Use Plan. The proposed amendments to the Anthology North PD will facilitate the development of single-family attached and detached homes in accordance with the medium density residential designation for the entirety of Segment 1 of the Anthology North property. The proposed zoning amendment does not increase the number of approved dwelling units from the existing zoning.

IV.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	Current	Proposed	Analysis
Setbacks	Based on the Planning Area designation and the type of residential development that is proposed.	No change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Lot Size	Single Family Detached Homes - 3500 sqft Zero Lot Line – 2500 sqft Duplex - 2500 sqft Patio Home – 2000 sqft Townhome Dwelling Unit - 2500 sqft	Single Family Detached Homes - 3500 sqft Zero Lot Line – 2500 sqft Duplex - 1200 sqft Patio Home – 2000 sqft Townhome Dwelling Unit – 1200 sqft	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Units Per Acre	A maximum of 3,305 units are allowed per the zoning.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Allowed Uses	a. Single Family Detached Dwelling Units. b. Zero Lot Line Dwelling Units. c. Duplex,. d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units. e. Age restricted senior dwellings. f. Assisted and/or Independent Living. g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area. h. Attached or detached private garages.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A

	i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code. j. Open Space. k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails. l. Places of religious assembly.		
Height/Stories	40-feet	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Staff Analysis	The request to amend certain lot standards in the Anthology North PD is consistent with the uses that are allowed in the Development Guide. The requested amendments simply allow for the construction of home types that are permitted by the zoning and currently in demand in the market place.		

VI. DESIGN REVIEW

N/A. There is no design review associated with a rezoning application.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Anthology North development will be served by Stroh Road and Chambers Road extensions. A new collector street, Spirit Trail Boulevard, will be constructed to connect these two arterial streets. The Stroh Road and Chambers Road extensions provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's Transportation Master Plan. As future segments of Anthology North are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development as it has been contemplated in the approved Planned Development since 2015.

VIII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response:

This PD Amendment request is primarily being driven by modifications to the planning to incorporate the natural drainages in a dendritic manner.

Staff Analysis:

The rezoning is needed to fulfill the obligations of the Partial Waiver Resolution ensuring one-third of the total developable area in Planning Area 15 (Segment 2) will be developed for commercial purposes. Additionally, the applicant is fulfilling the obligation of providing a Parks, Trails and Open Space Master Plan that complies with the annexation agreement and the new park requirements.

In addition, the request to amend the Anthology North PD is implementing a dendritic design. In an effort to ensure that natural features are incorporated into the subdivision design, the Planning Area boundaries need to be revised. Lastly, the rezoning will create minimum lot standards for townhome and duplex residential products and rezone an area to allow for residential uses where the Planning Area is too constrained to feasibly develop the Planning Area for commercial uses.

Based on this analysis, the proposal meets this criterion.

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

Applicant's Response:

This PD Amendment request will not modify the overall land uses.

Staff Analysis:

The requested rezoning will not change the allowed uses within the overall PD nor will the total number of allowable residential units change. The subject property is the correct site for this rezoning request because there are significant features that are unique to this property that are proposed to be either preserved or incorporated into the subdivision layout through dendritic design. This could not be achieved without the modification of Planning Area boundaries.

The change to the lot standards is necessary in order to accommodate reasonable development of types of the residential uses allowed by the zoning. The change to C-Commercial and MU Mixed-Use for Planning Area 15 is based on the analysis completed with the Partial Waiver Resolution. The assurance of commercial development in Planning Area 15 is necessary as this was a condition of the Partial Waiver Resolution approved by Town Council.

Based on this analysis, the proposal meets this criterion.

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

Applicant's Response:

There was not an error in the original zoning, the general open space corridors were conceptual at the time the original zoning was put in place, maintaining the drainages in a more natural condition dictate the change in the planning areas.

Staff Analysis:

There has been no error in the original zoning. Therefore, this criterion has been met.

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

Applicant's Response:

This PD Amendment request is primarily being driven by changes to the open space corridors to maintain the more natural drainage corridors that warrant the change to this PD.

Staff Analysis:

The existing zoning for the subject property was approved in 2015, but many of the lot standards have not changed since the site was rezoned in 2003. Over the course of the last 16 years, the market demands for housing have changed and led to a need to amend the lot standards in this Planned Development.

In 2019, the Hess Ranch amended typical single-family attached (townhome) and duplex (paired home) development to reduce the minimum lot size. The requested lot standards are similar to those request in this amendment and are consistent with other lot size requirements for similar home products in the Town. Additionally, new residential development has occurred on the south side of Stroh Road (i.e., Hess Ranch) and the east side of Crowfoot Valley Road (i.e., Trails of Crowfoot) with current 2019 approved PD standards. Therefore, in order to create consistent development standards in this area of Town, it is necessary to modify the lot standards in the Anthology North PD.

The applicant desires, and staff supports, a dendritic design of the subdivision as opposed to a more traditional approach. This represents a change in the fundamental approach to the development of the property and would not be able to be accomplished without amending the Planning Area boundaries.

Finally, Town Council approved a Partial Waiver Resolution to allow the applicant to defer certain submittal requirements for Segment 2 of the Anthology North development. As a condition of this approval, the applicant is required to process this zoning request to ensure that one-third (1/3) of the developable area for Planning Area 15 is zoned strictly for commercial uses. The requested zone change for Planning Area 15 is a result of the site's existing natural features. Planning Area 15 rezone represents the viable commercial land.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

This PD Amendment request will aid in regional traffic movement through the extension of Chambers and Stroh Road, the overall development number of units, the amount of park and open space are increasing with this proposal.

Staff Analysis:

The Town of Parker Public Works/Engineering Department has reviewed and approved the traffic analysis that was provided by the applicant. The applicant has agreed to dedicate all right-of-way that has been requested by the Town. Additional information related to this analysis can be found in Section VI of this staff report.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

This PD Amendment request will not change anything that was previously anticipated.

Staff Analysis:

There are no municipal service costs that the Town is not prepared to meet.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

This PD Amendment request will not change anything that was previously anticipated, and by keeping the drainages in a more natural condition the environmental impact will be minimized.

Staff Analysis:

There are no known additional environmental impacts associated with the requested rezoning and no referral agencies have indicated any additional environmental impacts.

The implementation of the dendritic design is specifically intended to be sensitive to and incorporate environmental considerations. Therefore, environmental impacts will be reduced with this proposed rezoning.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

This PD Amendment request maintains the anticipated land uses and general areas for development and is consistent with the Town Master Plan maps, goals and policies.

Staff Analysis:

As detailed in Section III of this staff report, the proposed zoning amendment is consistent with the Town's Parker 2035 Master Plan.

Based on this analysis, this criterion has been met.

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's Response:

This PD Amendment request maintains all obligations related to impacts and services.

Staff Analysis:

The Parker Water and Sanitation District has indicated an ability to serve the subject property. With the original annexation and zoning, the zoning has set aside one elementary school site and a middle school and high school site. The reservation of these sites and the future dedication of the sites will satisfy the school dedication requirements from the Land Development Ordinance. As a part of the sketch plan and preliminary plans applications for the individual residential lots, staff will evaluate and the applicant will be required to meet all park and open space dedication requirements.

Based on this analysis, this criterion has been met.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
AzTec Consultants	No comments
Town of Parker Building	No comments
Town of Parker Comprehensive Planning	The proposed PD amendment does not conflict with the Parker 2035 Master Plan.
CenturyLink	No comments
Douglas County Planning	No comments
Douglas County Schools	No comments
Fire Life Safety	No comments
IREA	Approved
Town of Parker Engineering	No comments
Town of Parker Police	No comments
Town of Parker Parks and Recreation	Parks, Trails and Open Space Comments have been addressed.
Parker Water and Sanitation	Approved
Public Service Company of Colorado	Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the Anthology North Development Plan Amendment No. 2 and has no objection to this proposed rezone, contingent upon PSCo'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. For planning purposes, PSCo requests that 6-foot wide natural gas easements are dedicated within all residential lots along the rights-of-way or otherwise drivable areas (i.e. alleys). For joint trenching and within all tracts along all rights-of-way, PSCo requests minimum 10-foot wide utility easements for all dry utilities including main lines. As the project progresses, the property owner/developer/contractor must complete the application process for any new natural gas service via xcelenergy.com/InstallAndConnect.

X. CONCLUSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent to the Looking Glass site to the south which is currently under development, Douglas 234 residential and commercial development to the north, and the Reuter Hess Reservoir to the east.

The benefits of the approval of the requested Anthology North PD rezoning will be the implementation of a more environmentally friendly dendritic design, the incorporation of more open space than what was initially anticipated in the existing zoning and the assurance that an additional 14 acres (one-third (1/3) of Planning Area 15) will be zoned for and developed as commercial uses.

XI. RECOMMENDED CONDITIONS

None

XII. ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Development Plan
3. Proposed PD Guide
4. Proposed Partial Waiver Agreement – PA 15
5. Proposed Parks, Trails and Open Space Master Plan
6. Ordinance 3.308.2

Report Approved By: Bryce Matthews, Planning Manager

**THIRD AMENDMENT TO AMENDED AND RESTATED STROH RANCH/HESS
ANNEXATION AGREEMENT
(NORTHERN PROPERTY)**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED STROH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY) (this “**Third Amendment**”) is voluntarily made and entered into this _____ day of _____, 2020, by and between the Town of Parker, a Colorado home rule municipality (the “**Town**”), and North Parker Investments, LLC, an Arizona limited liability company (“**NPI**”); and Anthology Recovery Acquisition LLC, a Delaware limited liability company (“**ARA**” and collectively with NPI, the “**Northern Property Owner**”).

RECITALS

A. The Town and Parker Water and Sanitation District, NPI, Parker PA-11, LLC, Kurt F. Wolter, Kimberly Jensen, Greg McIlvain, and Ann Wolter entered into the Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) on May 5, 2014 (the “Amended and Restated Agreement”), which Agreement was recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015001482.

B. The Amended and Restated Agreement was subsequently amended pursuant to a First Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 26, 2014 (the “First Amendment”), and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015004838, and pursuant to a Second Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated September 21, 2015 (the “Second Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015089147. The Amended and Restated Agreement, as amended by the First Amendment and the Second Amendment is referred to as the “Agreement.”

C. Pursuant to Paragraph 29 of the Amended and Restated Agreement, the Town, NPI and Parker PA-11, LLC (“PPA11”) had the authority to amend the Agreement, by agreement executed in writing, and PPA11 has subsequently assigned its right to amend the Agreement to ARA, pursuant to an Assignment Agreement recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 201020237.

D. The Northern Property (as that term is defined in the Agreement) is subject to PD-Planned Development zoning, pursuant to Town of Parker Ordinance No. 3.308, Series of 2014 and recorded at Reception No. 2015001479 of the Douglas County Clerk and Recorder’s Office and amended by Ordinance No. 3.308.1, Series of 2015, and recorded at Reception No. 2015089144 of the Douglas County Clerk and Recorder’s Office (as amended, the “Anthology North Development Plan”).

E. Pursuant to Resolution No. 19-023, Series of 2019 (the “Partial Waiver Resolution”), the Town Council did grant a partial waiver to defer compliance with certain requirements of the Town’s Land Development Ordinance, subject to the satisfaction of certain conditions, one of which is an amendment to the Anthology North Development Plan so that a

minimum of one-third of the developable land area included in Planning Area 15, shall be developed for commercial uses, as described in the Partial Waiver Resolution.

F. The Town and the Northern Property Owner desire to enter into this Third Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) to modify certain obligations, to the extent provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the Northern Property Owner hereby agree to this Third Amendment as follows:

Section 1. Paragraph 5 of the Agreement is amended to provide as follows:

5. **Zoning and Development.**

(a) **Rezoning.** The Property Owner hereby consents to zoning the Northern Property PD-Planned Development pursuant to the Anthology North Development Plan (Amendment #2), which is attached as **Replacement Exhibit D** and incorporated by this reference (the “**Development Plan**”), and Anthology North PD Development Guide, that is being adopted by Ordinance No. 3.308.2, Series of 2020, contemporaneously with approval of the Third Amendment to the Northern Property Agreement (collectively, the “**Northern PD Zoning**”). The Town and the Property Owner acknowledge that a portion of the Northern Property identified as Area ‘A’ on the Development Plan (“**Area A**”) will be developed in accordance with the Existing PD Zoning, pursuant to the Anthology PD regulations (Town of Parker Ordinance No. 3.209.1, Series of 2007), but that open space and parks, if any, within Area A shall be counted toward the obligation of the Property Owner to convey Open Space Property and Developed Park Sites (both, as defined below) for the Northern Property in accordance with this Northern Property Agreement. Area A includes Planning Area 11, Planning Area 12, and the open space adjacent to these planning areas as described on the Development Plan.

Section 2. Paragraph 6 of the Agreement is amended to provide as follows:

6. **Open Space.** The Property Owner shall convey to the Town, a homeowners’ association, special district (if authorized by a service plan approved by the Town), or other entity, as determined by the Town at the time of platting, by special warranty deed, Free and Clear of All Liens and Encumbrances (except utility easements and similar encumbrances that exist as of April 18, 2003, which are not inconsistent with the intended use of the open space property described herein or are otherwise reasonably acceptable to the Town) (as defined in Paragraph 16), a minimum of Two Hundred Forty One and 60/100 acres (241.60) gross acres of open space located on the Northern Property, as shown on the Development Plan (the “**Open Space Property**”), as provided in Subparagraphs 6(a) and 6(c). Use of the Open Space Property as “well sites,” except as otherwise provided in Paragraph

4(b), “water storage facilities” or “above ground sewer facilities” is not consistent with the intended use of the Open Space Property and is not an acceptable use of the Open Space Property. The Town shall cooperate with utility providers and the Property Owner concerning the installation of underground utilities across the Open Space Property to connect Planning Areas (defined below) with utilities which include, but are not limited to, water and sewer mains, stormwater mains, electrical, telephone and cable television.

Section 3. Subparagraph 6(c) of the Agreement is deleted in its entirety and is no longer of any force and effect. Subparagraph 6(d) of the Agreement is hereby re-numbered to 6(c). Replacement Exhibits E-1 through E-23 are hereby deleted in their entirety.

Section 4. Subparagraph 12(a)(iii) of the Agreement is amended to provide as follows:

(iii) Dedication. The Property Owner shall convey sufficient real property in fee simple absolute, Free and Clear of All Liens and Encumbrances, which shall be one hundred seventy (170) feet in width, except where additional right-of-way is needed to accommodate auxiliary lanes in accordance with the Town’s *Roadway Design and Construction Criteria Manual*, together with easements that are necessary to construct such road, including, but not limited to drainage, slope and construction easements, as reasonably determined by the Town, for the full roadway arterial section for Chambers Road to be located on the Northern Property, including all auxiliary, acceleration or decelerations lanes at the intersection of Chambers Road and Stroh Road that may extend onto the Northern Property. The Town shall reconvey any drainage, slope and construction easements described herein to the Property Owner when development grading by the Property Owner during the platting process eliminates the need for such drainage slope and construction easements. This dedication shall be made at no cost to the Town, and shall be made at the time of final plat or upon thirty (30) days’ written notice of the Town to the Property Owner, whichever occurs first. To the extent that Chambers Road is constructed in phases pursuant to Paragraph 12(a)(v)(2), the Property Owner shall only be required to dedicate real property to the Town in connection with the final plat for the portion of Chambers Road constructed in each phase, or upon thirty (30) days’ written notice of the Town to the Property Owner, whichever occurs first. The final alignment shall be generally as shown on the Development Plan and determined upon the completion of the final design, as determined by the Town.

Section 5. Paragraph 25 of the Agreement is amended to provide as follows:

25. Notice. All notice required under this Northern Property Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on 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.

To the Town: Town Administrator
 Town of Parker
 20120 East Mainstreet
 Parker, Colorado 80138
 E-mail: mkivela@parkeronline.org

* * *

To the Property Owner: North Parker Investments, LLC
 Attn: Seldin Real Estate
 7339 East Evans Road, Suite 201
 Scottsdale, Arizona 85258
 E-mail: scott.seldin@ssrei.com
 E-mail: bob.myers@ssrei.com

* * *

Section 6. The Town and the Northern Property Owner further acknowledge and agree that the Amended and Restated Agreement has not been amended, except as provided in the First Amendment, Second Amendment and this Third Amendment.

Section 7. The Third Amendment shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall touch, attach to, and run with the land, shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties have signed this Third Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**NORTH PARKER INVESTMENTS,
LLC**

By: Anthology Management L.L.C., its
manager

By: _____

Scott Seldin, Member

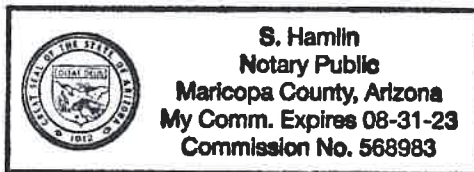
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10th day of Nov,
2020, by Scott Seldin, as Member of Anthology Management L.L.C., manager of North Parker
Investments, LLC

My commission expires: 8-31-2023

SEAL

S. Hamlin
Notary Public



ANTHOLOGY RECOVERY
ACQUISITION LLC, a Delaware limited
liability company

By:

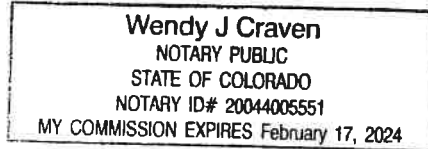
Jerry B. Richmond
ABR LLC, Manager

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of November,
2020, by Jerry B. Richmond, as Manager, of Anthology Recovery Acquisition, LLC.

My commission expires: 2/17/2024.

SEAL

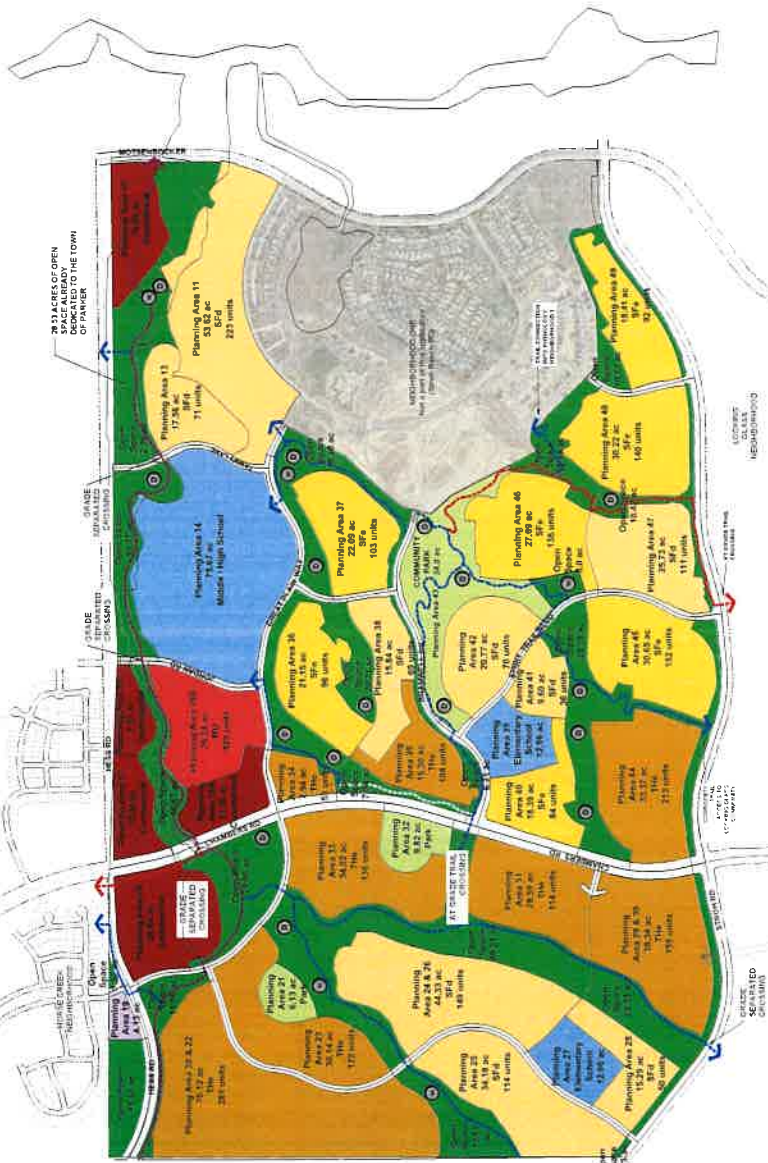


Wendy J Craven
Notary Public

REPLACEMENT EXHIBIT D

ANTHOLOGY NORTH DEVELOPMENT PLAN
AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS

- 1. THE TOTAL DEVELOPMENT OF THE PROJECT IS 3,305 UNITS.
- 2. THE PROJECT IS LOCATED IN THE NORTHWEST CORNER OF THE SECTION 36, T11N, R10E, S4E, DOUGLAS COUNTY, COLORADO.
- 3. THE PROJECT IS A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 4. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 5. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 6. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 7. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 8. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 9. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.
- 10. THE PROJECT IS DESIGNED TO BE A WALKABLE COMMUNITY WITH A MIXED-USE DEVELOPMENT INCLUDING RESIDENTIAL, COMMERCIAL, AND OPEN SPACE.



ANTHOLOGY DEVELOPMENT CHART				
Planning Area	Land Area (Acres)	Units	Units per Acre	Notes
Area 1	1.00	100	100	
Area 2	1.00	100	100	
Area 3	1.00	100	100	
Area 4	1.00	100	100	
Area 5	1.00	100	100	
Area 6	1.00	100	100	
Area 7	1.00	100	100	
Area 8	1.00	100	100	
Area 9	1.00	100	100	
Area 10	1.00	100	100	
Area 11	1.00	100	100	
Area 12	1.00	100	100	
Area 13	1.00	100	100	
Area 14	1.00	100	100	
Area 15	1.00	100	100	
Area 16	1.00	100	100	
Area 17	1.00	100	100	
Area 18	1.00	100	100	
Area 19	1.00	100	100	
Area 20	1.00	100	100	
Area 21	1.00	100	100	
Area 22	1.00	100	100	
Area 23	1.00	100	100	
Area 24	1.00	100	100	
Area 25	1.00	100	100	
Area 26	1.00	100	100	
Area 27	1.00	100	100	
Area 28	1.00	100	100	
TOTAL	28.00	2,800	100	

LEGEND

- OPEN SPACE
- RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- UTILITY
- TRANSPORTATION
- RECREATION
- OTHER

PROPERTY OWNER SIGNATURE

DATE

PLANNING COMMISSION REVIEW DATE

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION ON THIS DATE

PLANNED DEVELOPMENT PLAN WAS REVIEWED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THIS DATE

ANTHOLOGY NORTH DEVELOPMENT PLAN

ANTHOLOGY
PARKER, COLORADO

CVL
CONSULTING
1030 E. 6TH AVENUE
DENVER, CO 80202
720.462.6128

ORO, LLC
7115 COMMERCE WAY
DENVER, CO 80231
303.733.1100

AS SHOWN
09/30/2020
1 of 1



Request for Town Council Action

Date: November 16, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **DOUGLAS 234 FILING 6**
Applicant: RICK Engineering Company
Location: Generally located on the northeast corner of
Chambers Road and Hess Road
Department: Community Development, BrieAnna Simon
TRAKiT SUB20-002
No.:

EXECUTIVE SUMMARY

The subject property is a 14 acre undeveloped site located at the northeast corner of Chambers Road and Hess Road that has been zoned for future commercial use since 2002. The applicant's representative, RICK Engineering Company, is proposing a Minor Development Plat to create 11 lots for future commercial development.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The proposed Minor Development Plat (MDP) would subdivide a 14 acre undeveloped property also known as the Douglas 234 site into 11 commercial lots, a landscaped tract and an unbuildable tract for a private roadway. The proposed development will incorporate alterations to the intersection of Red Sky Drive and Chambers Road including a future traffic signal to address trip generation and traffic impacts. The proposal also will include the construction of an internal road with landscaping and sidewalks, a 25 foot landscaped buffer to the eisting residential neighborhood to the east and additional landscaping improvements at the intersection of Chambers Road and Hess Road. The future commercial development on the 11 lots would be required to comply with the commercial uses permitted in the Douglas 234 Planned Development (PD) zoning. The proposed projects on each lot will be submitted and reviewed for compliance with all relevant Town criteria, requirements and standards as part of future site plan applications.

Under the Land Development Ordinance minor development plats are submitted to the Planning Commission for a recommendation to the Town Council and to the Town Council for a public hearing and decision.

Staff has reviewed the proposed MDP and has determined that the proposal satisfies the requirements for approval as set forth in the Land Development Ordinance. Please see the Planning Commission staff report for additional information.

The Planning Commission held a public hearing and recommended approval to the Town Council for the Douglas 234 Minor Development Plat on October 29, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map
2. Douglas 234 Filing 6 Minor Development Plat
3. Planning Commission Staff Report
4. Douglas 234 Filing No. 6 SIA

RECOMMENDED MOTION

1. I move to approve the Douglas 234 Filing 6 - Minor Development Plat, based upon staff findings with the following three conditions:

- (1) VR Sliceroo LLC owns all of the property contained within Douglas 234 Filing No. 6 on or before February 14, 2021.
- (2) VR Sliceroo LLC provides the Town with a letter of credit in a form and amount that is acceptable to the Town, on or before February 14, 2021.
- (3) Failure to comply with conditions (1) and (2) above will negate approval of the plat and subdivision agreement.

2. I move to approve the Subdivision Improvement Agreement with the following three conditions:

- (1) VR Sliceroo LLC owns all of the property contained within Douglas 234 Filing No. 6 on or before February 14, 2021.
- (2) VR Sliceroo LLC provides the Town with a letter of credit in a form and amount that is acceptable to the Town, on or before February 14, 2021.
- (3) Failure to comply with conditions (1) and (2) above will negate approval of the plat and subdivision agreement.



E BLACK HORN

GOLD
RUSH ES

E HOLLOW HORN AVE

E JACKALOPE DR

S BUCK LN

S RED SKY DR

E PRAIRIE WIND AVE

E TIMBERWOLF LN

S CANTEEN TRL

S HAWK'S RIM TRL

S EAGLE HAWK TRL

S ROCK RIDGE TRL

BEAVER BROOK LN

FORM VIEW DR

S CHAMBERS RD

HESS RD

DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

BEING FURTHER DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:
-THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 22561 IN RANGE BOX MATCHING MONUMENT RECORD FILED 4/30/13.
- THE SOUTHEAST CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 35593 IN RANGE BOX MATCHING MONUMENT RECORD FILED 11/29/05.
COMMENCING AT SAID SOUTH QUARTER CORNER;
THENCE ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER NORTH 89°15'13" EAST, A DISTANCE OF 523.31 FEET;
THENCE NORTH 00°44'47" WEST, A DISTANCE OF 62.63 FEET TO THE NORTHERLY RIGHT--OF--WAY OF HESS ROAD AND THE POINT OF BEGINNING;
THENCE NORTH 53°05'57" WEST, A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST, A DISTANCE OF 170.63 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,085.00 FEET, A CENTRAL ANGLE OF 10°27'51", WHOSE CHORD BEARS NORTH 16°05'00" WEST A DISTANCE OF 562.65 FEET, FOR AN ARC DISTANCE OF 563.43 FEET;
THENCE NORTH 21°50'47" EAST, A DISTANCE OF 15.32 FEET;
THENCE NORTH 67°44'14" EAST, A DISTANCE OF 288.93 FEET;
THENCE ALONG A NON--TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 21°32'17", WHOSE CHORD BEARS SOUTH 77°57'51" EAST A DISTANCE OF 17.38 FEET, FOR AN ARC DISTANCE OF 17.48 FEET;
THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 110°55'25", WHOSE CHORD BEARS NORTH 57°20'35" EAST A DISTANCE OF 116.15 FEET, FOR AN ARC DISTANCE OF 136.49 FEET;
THENCE ALONG A NON--TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 17°11'35", WHOSE CHORD BEARS NORTH 60°09'45" EAST A DISTANCE OF 8.97 FEET, FOR AN ARC DISTANCE OF 9.00 FEET;
THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 11°48'18", WHOSE CHORD BEARS NORTH 74°39'42" EAST A DISTANCE OF 200.02 FEET, FOR AN ARC DISTANCE OF 200.37 FEET;
THENCE SOUTH 08°15'28" EAST, A DISTANCE OF 107.11 FEET;
THENCE SOUTH 66°27'14" EAST, A DISTANCE OF 195.03 FEET;
THENCE SOUTH 01°02'54" EAST, A DISTANCE OF 790.17 FEET;
THENCE SOUTH 87°46'51" WEST, A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.
CONTAINING 601,278 SQUARE FEET OR 13.803 ACRES, MORE OR LESS.

DEDICATION

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF DOUGLAS 234 FILING 6. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS--OF--WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON, WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

BY: _____

TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

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

BY: _____

TITLE: _____

ATTEST:

SECRETARY

STATE OF _____ }
COUNTY OF _____ }SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

LAND USE SUMMARY TABLE

TRACT	LAND USAGE	OWNERSHIP/MAINTAINANCE	SQ. FT.	ACREAGE
A	PRIVATE ROAD, UTILITIES	METRO DISTRICT	57558	1.321
B	LANDSCAPING	METRO DISTRICT	2890	0.066
LOTS		PRIVATE	540830	12.416
TOTAL			601278	13.803

TITLE VERIFICATION

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

DATE _____ COMPANY NAME _____

PLANNING COMMISSION

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, _____
ON BEHALF OF THE PLANNING COMMISSION

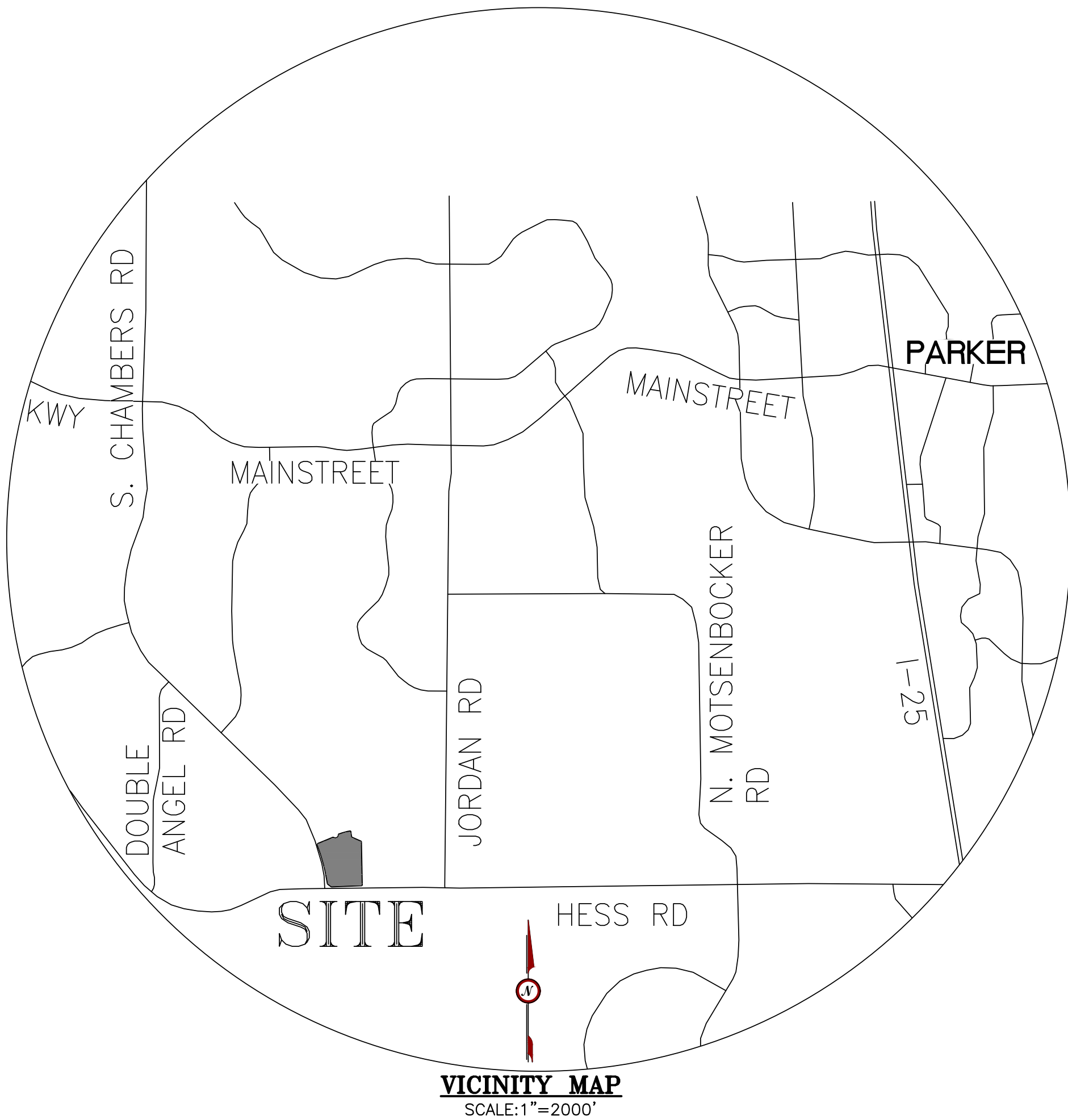
GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES--MINUTES--SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18--4--508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY FILE NUMBER 450--H0598386--023--CN4, EFFECTIVE DATE APRIL 20, 2020 WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS--OF--WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) RICK ENGINEERING CO. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN MONUMENTS AS SHOWN ON THIS PLAT.
- 7.) ACCESS EASMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVLOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- 8.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMETS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- 9.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- 10.) PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- 11.) PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPTUAL, NON--EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.

12.) A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT "A" FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

13.) WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

14.) A MULTI--USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.



TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT OF THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

SURVEYORS CERTIFICATE

I, ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF DOUGLAS 234 FILING 6 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF AUGUST, 2019, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

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

ROBERT J. HENNESSY, P.L.S. 34580,
LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK ENGINEERING CO.
RHENNESSY@RICKENGINEERING.COM

CLERK AND RECORDER

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER



DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2

SOUTHEAST CORNER SECTION
29 FOUND 3.25" ALUMINUM
CAP PLS 35593 IN RANGE
BOX MATCHING MONUMENT
RECORD FILED 11/29/05

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	54.52'	3085.00'	001°00'45"	N11°21'27"W	54.52'
C2	137.71'	3085.00'	002°33'27"	N13°08'33"W	137.70'
C3	169.57'	3085.00'	003°08'58"	N15°59'46"W	169.55'
C4	93.96'	3085.00'	001°44'42"	N18°26'36"W	93.95'
C5	96.12'	3085.00'	001°47'07"	N20°12'30"W	96.11'
C6	34.38'	88.00'	022°23'01"	N38°24'40"W	34.16'
C7	74.09'	70.50'	060°12'42"	N82°41'57"E	70.73'
C8	17.18'	70.50'	013°57'52"	N45°36'40"E	17.14'
C9	170.02'	125.00'	077°55'45"	S52°05'01"E	157.21'
C10	238.02'	175.00'	077°55'45"	S52°05'01"E	220.09'
C11	33.40'	175.00'	010°56'02"	S18°35'10"E	33.35'
C12	73.41'	175.00'	024°02'00"	S36°04'11"E	72.87'
C13	113.20'	175.00'	037°03'44"	S66°37'03"E	111.24'
C14	18.02'	175.00'	005°53'59"	S88°05'54"E	18.01'
C15	7.12'	38.00'	010°44'07"	N21°51'05"W	7.11'
C16	45.22'	70.50'	036°44'51"	N20°15'18"E	44.45'
C17	10.29'	9823.07'	000°03'36"	N21°11'47"W	10.29'
C18	11.37'	46.50'	014°00'43"	N74°12'04"W	11.34'
C19	6.11'	46.50'	007°31'34"	N84°58'12"W	6.10'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	7.29'	N10°51'05"W
L2	7.26'	N87°46'51"E
L3	66.87'	S53°05'57"E
L4	7.76'	N80°56'50"E
L5	66.87'	S53°05'57"E
L6	8.16'	S06°45'25"E
L7	10.51'	N68°54'46"E
L8	10.33'	S20°51'02"E
L9	10.45'	S69°08'07"W
L10	10.00'	N87°46'51"E
L11	23.00'	S01°02'54"E
L12	10.00'	S87°46'51"W
L13	23.00'	N01°02'54"W
L14	24.16'	N87°44'04"E
L15	24.69'	N87°44'04"E
L16	11.25'	S27°13'09"E

LEGEND

FOUND ALIQUOT
CORNER AS
DESCRIBED

FOUND #5 REBAR &
YELLOW PLASTIC
CAP PLS 35593

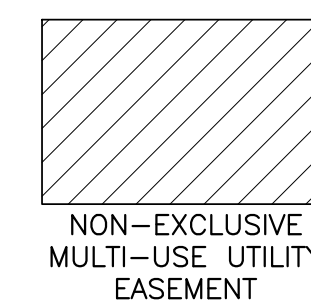
BOUNDARY LINE

LOT LINE

RIGHT-OF-WAY

EASEMENT

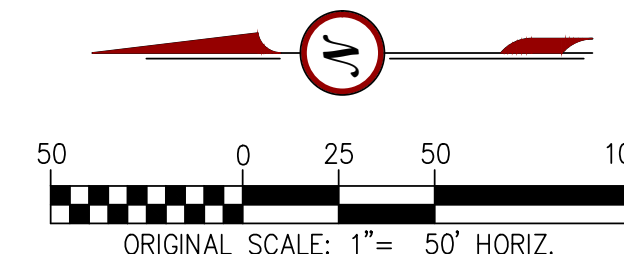
EXISTING EASEMENT



NON-EXCLUSIVE
MULTI-USE UTILITY
EASEMENT

POINT OF
COMMENCEMENT

SOUTH 1/4 CORNER FOUND
3.25" ALUMINUM CAP PLS
22561 IN RANGE BOX
MATCHING MONUMENT
RECORD FILED 4/30/13





Planning Commission Staff Report

Planning Commission Date: 10/29/2020

Town Council Date: 11/16/2020

Hearing Type: Public Hearing
DOUGLAS 234 FILING 6 – Minor Development Plat
TRAKiT No. SUB20-002

Location: Generally located on the northeast corner of Chambers Road and Hess Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: Jack Scanlon, RICK Engineering

Executive Summary: The applicant, RICK Engineering Company, is proposing a Minor Development Plat to create 11 commercial lots.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Douglas 234 Filing 6 - Minor Development Plat.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Douglas 234 Filing 6 - Minor Development Plat subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the Douglas 234 Filing 6 - Minor Development Plat as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue the Douglas 234 Filing 6 - Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

This request proposes to subdivide a 13.8 acre unbuildable lot located on the northeast corner of Chambers Road and Hess Road into eleven buildable commercial lots, a landscape tract and an unbuildable tract for a private roadway. Future development on the buildable lots would be required to comply with commercial uses permitted in the Douglas 234 Planned Development. Future development on each lot will be submitted and reviewed for compliance with all relevant Town standards and requirements as a site plan application(s).

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

Vicinity Map



II. PRIOR ACTIONS

Date	Action
November 23, 1987	The property was annexed and zoned known as Douglas 326
August 6, 2002	The property was renamed and rezoned to Commercial as part of the Douglas 234 Planned Development (Ordinance 3.197)

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Douglas 234 Planned Development		
Master Plan Area	Community Center		
Site Acreage	13.803 acres		
Subdivision	Douglas 234 Filing No. 6		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single Family Residential
South	Community Center	PD - Planned Development	Vacant – Anthology North
East	Medium Density Residential	PD - Planned Development	Single Family Residential
West	Low Density Residential	PD - Planned Development	Single Family Residential

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Community Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Community Center:</u> A Community Center is characterized as a concentration of commercial and higher density residential developments near intersections of major arterials or collector streets. Typical uses within Community Centers include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Community Center should range from 250,000 to 500,000 square feet combined.
Consistent Goals/Strategies	<u>Land Use 1.C</u>

	Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located within the Community Center Character Area. This area is intended to serve multiple neighborhoods by providing a variety of commercial and retail service land uses. The proposed subdivision of land to create buildable lots to construct commercial uses is consistent with the Town's Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 20'/25' adjacent to residential Side – 10' Rear – 10' Corner – 25' Front/15' Side	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	60 feet	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	None	Average lot size will be 1.13 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	0.5 F.A.R.	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The proposed Minor Development Plat does not propose any structures on the property. This will be determined with a future site plan submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Off-Street Parking	Title 13.06.050	The proposed Minor Development Plat does not propose any structures on the property.	☐ Consistent ☐ Inconsistent ☒ N/A

		This will be determined with a future site plan submittal.	
Staff Analysis	The proposed Minor Development Plat will create eleven buildable lots which meet the minimum lot size needed to construct a viable commercial project on each lot. Additional development standards are in place within the Douglas 234 Planned Development and will be required to be satisfied at the time of Site Plan application.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The proposed access points for the site are a full movement access from the existing roundabout on Red Sky Drive and a right in/right out access from Hess Road, east of the Chambers and Hess Road intersection. These locations were shown as potential access points on the 2002 Development Map (shown below), and no changes are being requested from that map. Additional access points to Chambers Road or Hess Road cannot be safely accommodated due to proximity to the major intersection of Chambers and Hess. A right-in entrance to Lot 1 from Red Sky Drive may be permitted with the Site Plan for that lot if it can be safely accommodated.



Douglas 234 – 2002 Planned Development Map

The traffic that this development is anticipated to generate will require the developer to mitigate the impacts through improvements to the adjacent roadways. The developer will be required to pay to the Town the full cost to design and construct a traffic signal at the intersection of Chambers Road and Red Sky Drive. The Town will install this traffic signal when traffic warrants are met at this intersection. The developer will also be required to construct an additional lane on Red Sky Drive to accommodate a second westbound left turn lane onto Chambers Road. This additional storage is designed to prevent vehicles from stacking into the roundabout.

Access to each lot will be accommodated off Sliceroo Drive to meet the applicants proposed commercial use. Further traffic analysis will be completed with each site plan to determine compliance of each proposed use with the approved traffic study. Access points from Sliceroo Drive, spacing and internal circulation will be reviewed with each Site Plan application for development. Pedestrian sidewalks will be constructed along Sliceroo Drive and connections to this sidewalk will be required when Sliceroo is constructed.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Antelope Heights HOA	No comment.
Horse Creek HOA	No comment.
Aztec Consultants	No further comment
Parker Engineering	No further comment
Fire Life Safety	The applicant has provided a commercial lot fit that is atypical from projects usually provided; for emergency response purposes, it is encouraged that the applicant pursues shared drives and interconnection between lots. Please address this issue when resubmitting. Not satisfied; the applicant has not responded to my comments specific to the shared drive access. Since the applicant has not responded, I will approve the application with the caveat that the “lot fit” issue and access, subject to shared drives, will need to be addressed at a later date. Note – Shared access gives the applicant additional movement with regard to dead-end issues, etc. Since shared access is not being addressed, all individual pads will need to stand alone with regard to meeting the chapter 5 requirements of the 2018 (and possibly the 2021, depending on when the 2021 IFC is adopted) IFC. Engineering may have additional requirements.
Parker Comprehensive Planning	This proposed Minor Development Plat does not conflict with the Parker 2035 Master Plan. This intersection is designated as a Community Center in the Master Plan which recommends retail and personal/business services that serve multiple neighborhoods. Other compatible uses such as small offices, recreational and restaurants are also contemplated in a Community Center. This Minor Development Plat creates lots that could allow for uses recommended in the Master Plan subject to compliance with the existing zoning.

Parker Building	Informational items only at this time. Building permit application will not be accepted/reviewed until the associated site plan is approved or otherwise discussed. All plans submitted for Building's review must meet the 2018 I-Codes, the 2017 NEC, and the referenced NFPA editions noted in the applicable codes (i.e. 2018 IFC references the 2016 edition of NFPA 72). NFRC certificates, interior/exterior lighting along with the mechanical and envelope compliance path must be included with the original submittal. All Fire Permit applications and inspections will be handled through the Parker Building Division. All land use applications and the associated Grading Permit must be approved/issued per Planning and Public Works prior to the Building Permit being approved/issued. Retaining walls greater than 4' from base of footing or bottom course requires separate building permits and plans must be stamped by qualified professional.
Parker Water and Sanitation	No further comments
Parker Economic Development	Approved
Cherry Creek Basin Water Quality Authority	The Authority's CR 72 requires construction and post-construction BMPs. No exceptions taken to this submittal.
Public Service Company of Colorado	PSCo/Xcel Energy acknowledges the comment responses and requested changes made to the plat, and has no further concerns at this time.
IREA	Approved
CenturyLink	No comment
Comcast	No comment

VIII. CONCLUSION

The applicant submitted the proposed Minor Development Plat to create buildable lots for the future construction of commercial uses on the property as currently allowed by the Douglas 234 Planned Development. The proposed plat is consistent with the goals of the Parker 2035 Master Plan by creating opportunities for the expansion of the Town's economic base and providing commercial services to nearby neighborhoods in a Community Center. Based on this information staff is recommending Planning Commission recommend Town Council approval of the Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Project Narrative
2. Douglas 234 Filing 6 Minor Development Plat

Report Approved By: Bryce Matthews, Planning Manager



January 30, 2019

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

SUBJECT: CHAMBERS & HESS – SKETCH PLAN/PRELIMINARY PLAN PROJECT NARRATIVE (D01173)

To whom it may concern:

Rick Engineering Company (RICK) is pleased to submit the attached Sketch Plan & Preliminary Plan application for the Chambers & Hess development on behalf of Republic Investment Group (the Applicant). The subject site is referred to as the Chambers & Hess property and is approximately 13.803 acres in area. The site is bordered to the north by S. Red Sky Drive, to the east by the existing Douglas 234 development, to the west by S. Chambers Road and to the south by Hess Road.

This Sketch Plan & Preliminary Plan application is for development and subdivision of the site for eleven (11) for-sale lots for future retail/other commercial/medical office/business office/other use. This application proposes the infrastructure development and lot subdivision for the property. Future individual lot owners will be responsible for site specific applications for building construction and lot development. This application is prepared in accordance with existing Douglas 234 Planned Development Guidelines, including but not limited to compliance with requirements for building heights and setbacks.

The Chambers & Hess development will construct a district maintained internal drive to provide public access to the site. The project proposes two primary entrances, one from S. Red Sky Drive and one from E. Hess Road. The project will provide pedestrian walkways along the internal drives. The project will construct public utility infrastructure including storm drains, sanitary sewer, and water distribution systems and services to each lot for future development.

Included with this cover letter are the following documents:

- Application Form
- Title Commitment/Policy
- Notarized Letter of Authorization
- Disclosure Letter
- Vicinity Map
- Legal Description
- Sketch Plan / Preliminary Plan
- Construction Drawings
- Water & Sewer Construction Drawings
- Soils Report



If you have any questions regarding the documents provided with this application, please contact us at 303-537-8020.

Sincerely,

RICK ENGINEERING COMPANY

Troy Bales, P.E.
Associate

DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

BEING FURTHER DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

–THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 22561 IN RANGE BOX MATCHING MONUMENT RECORD FILED 4/30/13.

– THE SOUTHEAST CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 35593 IN RANGE BOX MATCHING MONUMENT RECORD FILED 11/29/05.

COMMENCING AT SAID SOUTH QUARTER CORNER;

THENCE ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER NORTH 89°15'13" EAST, A DISTANCE OF 523.31 FEET;

THENCE NORTH 00°44'47" WEST, A DISTANCE OF 62.63 FEET TO THE NORTHERLY RIGHT–OF–WAY OF HESS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 53°05'57" WEST, A DISTANCE OF 77.99 FEET;

THENCE NORTH 10°51'05" WEST, A DISTANCE OF 170.63 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,085.00 FEET, A CENTRAL ANGLE OF 10°27'51", WHOSE CHORD BEARS NORTH 16°05'00" WEST A DISTANCE OF 562.65 FEET, FOR AN ARC DISTANCE OF 563.43 FEET;

THENCE NORTH 21°50'47" EAST, A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST, A DISTANCE OF 288.93 FEET;

THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 21°32'17", WHOSE CHORD BEARS SOUTH 77°57'51" EAST A DISTANCE OF 17.38 FEET, FOR AN ARC DISTANCE OF 17.48 FEET;

THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 110°55'25", WHOSE CHORD BEARS NORTH 57°20'35" EAST A DISTANCE OF 116.15 FEET, FOR AN ARC DISTANCE OF 136.49 FEET;

THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 17°11'35", WHOSE CHORD BEARS NORTH 60°09'45" EAST A DISTANCE OF 8.97 FEET, FOR AN ARC DISTANCE OF 9.00 FEET;

THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 11°48'18", WHOSE CHORD BEARS NORTH 74°39'42" EAST A DISTANCE OF 200.02 FEET, FOR AN ARC DISTANCE OF 200.37 FEET;

THENCE SOUTH 08°15'28" EAST, A DISTANCE OF 107.11 FEET;

THENCE SOUTH 66°27'14" EAST, A DISTANCE OF 195.03 FEET;

THENCE SOUTH 01°02'54" EAST, A DISTANCE OF 790.17 FEET;

THENCE SOUTH 87°46'51" WEST, A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING. CONTAINING 601,278 SQUARE FEET OR 13.803 ACRES, MORE OR LESS.

DEDICATION

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF DOUGLAS 234 FILING 6. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS–OF–WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

JAN GETTY, FIRST GUARDIAN GROUP

BY: _____

TITLE: _____(ATTORNEY IN FACT)

STATE OF _____ }
COUNTY OF _____ }SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

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

JAN GETTY, FIRST GUARDIAN GROUP

BY: _____

TITLE: _____(ATTORNEY IN FACT)

ATTEST:

SECRETARY

STATE OF _____ }
COUNTY OF _____ }SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

LAND USE SUMMARY TABLE

TRACT	LAND USAGE	OWNERSHIP/MAINTAINANCE	SQ. FT.	ACREAGE
A	PRIVATE ROAD, UTILITIES	METRO DISTRICT	57558	1.321
B	LANDSCAPING	METRO DISTRICT	2890	0.066
LOTS		PRIVATE	540830	12.416
TOTAL			601278	13.803

TITLE VERIFICATION

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

DATE COMPANY NAME

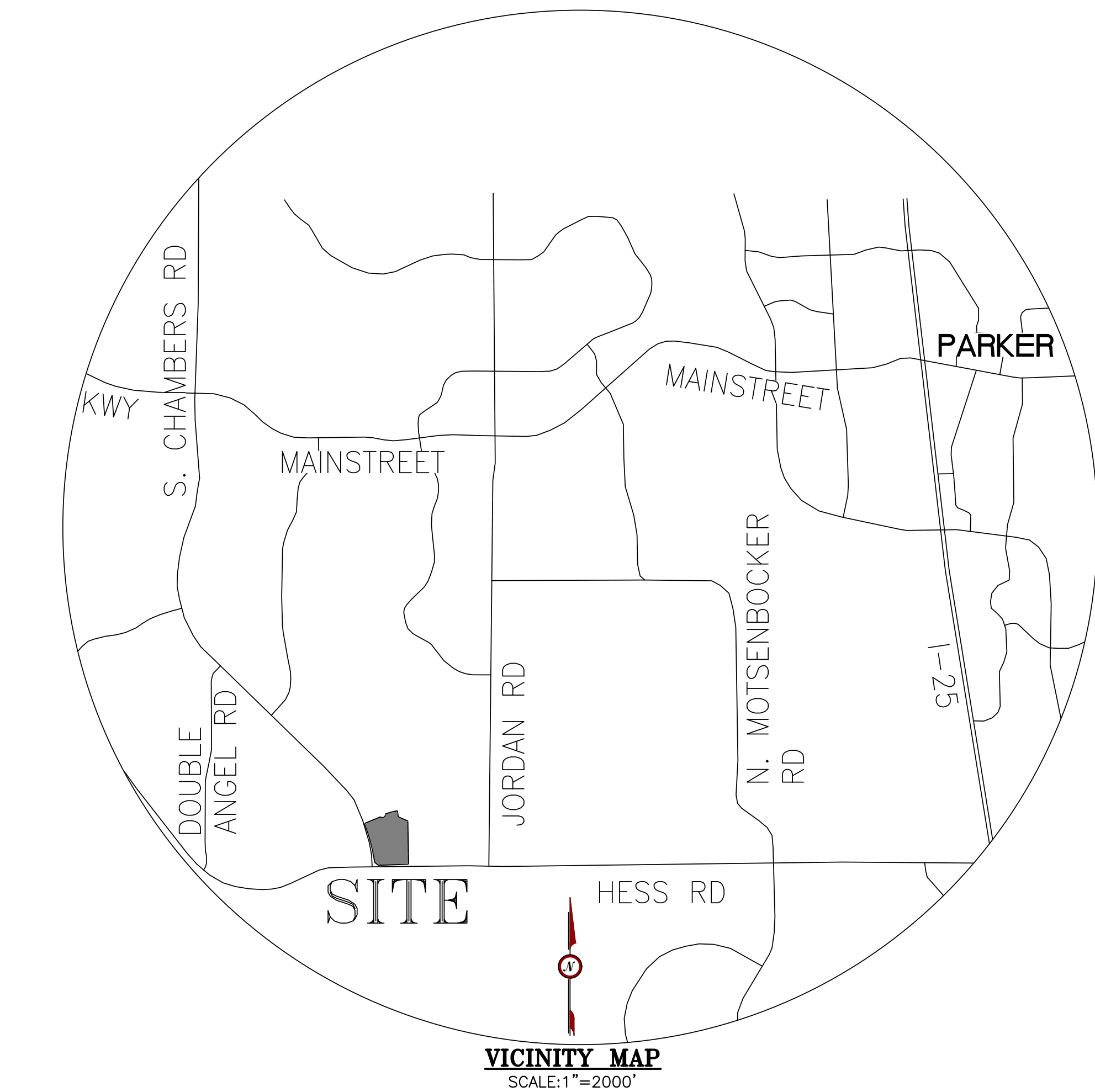
PLANNING COMMISSION

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES–MINUTES–SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY FILE NUMBER 450–H0598386–023–CN4, EFFECTIVE DATE APRIL 20, 2020 WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) RICK ENGINEERING CO. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN MONUMENTS AS SHOWN ON THIS PLAT.
- 7.) ACCESS EASMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVLOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- 8.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMETS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- 9.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- 10.) PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- 11.) PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPTUAL, NON–EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.
- 12.) A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT "A" FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- 13.) WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- 14.) A MULTI–USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.



TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT OF THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

SURVEYORS CERTIFICATE

I, ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF DOUGLAS 234 FILING 6 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF AUGUST, 2019, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

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

ROBERT J. HENNESSY, P.L.S. 34580,
LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK ENGINEERING CO.
RHENNESSY@RICKENGINEERING.COM

CLERK AND RECORDER

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER



DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2

SOUTHEAST CORNER SECTION
29 FOUND 3.25" ALUMINUM
CAP PLS 35593 IN RANGE
BOX MATCHING MONUMENT
RECORD FILED 11/29/05

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	54.52'	3085.00'	001°00'45"	N11°21'27"W	54.52'
C2	137.71'	3085.00'	002°33'27"	N13°08'33"W	137.70'
C3	169.57'	3085.00'	003°08'58"	N15°59'46"W	169.55'
C4	93.96'	3085.00'	001°44'42"	N18°26'36"W	93.95'
C5	96.12'	3085.00'	001°47'07"	N20°12'30"W	96.11'
C6	34.38'	88.00'	022°23'01"	N38°24'40"W	34.16'
C7	74.09'	70.50'	060°12'42"	N82°41'57"E	70.73'
C8	17.18'	70.50'	013°57'52"	N45°36'40"E	17.14'
C9	170.02'	125.00'	077°55'45"	S52°05'01"E	157.21'
C10	238.02'	175.00'	077°55'45"	S52°05'01"E	220.09'
C11	33.40'	175.00'	010°56'02"	S18°35'10"E	33.35'
C12	73.41'	175.00'	024°02'00"	S36°04'11"E	72.87'
C13	113.20'	175.00'	037°03'44"	S66°37'03"E	111.24'
C14	18.02'	175.00'	005°53'59"	S88°05'54"E	18.01'
C15	7.12'	38.00'	010°44'07"	N21°51'05"W	7.11'
C16	45.22'	70.50'	036°44'51"	N20°15'18"E	44.45'
C17	10.29'	9823.07'	000°03'36"	N21°11'47"W	10.29'
C18	11.37'	46.50'	014°00'43"	N74°12'04"W	11.34'
C19	6.11'	46.50'	007°31'34"	N84°58'12"W	6.10'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	7.29'	N10°51'05"W
L2	7.26'	N87°46'51"E
L3	66.87'	S53°05'57"E
L4	7.76'	N80°56'50"E
L5	66.87'	S53°05'57"E
L6	8.16'	S06°45'25"E
L7	10.51'	N68°54'46"E
L8	10.33'	S20°51'02"E
L9	10.45'	S69°08'07"W
L10	10.00'	N87°46'51"E
L14	24.16'	N87°44'04"E
L15	24.69'	N87°44'04"E
L16	11.25'	S27°13'09"E

LEGEND

FOUND ALIQUOT
CORNER AS
DESCRIBED

FOUND #5 REBAR &
YELLOW PLASTIC
CAP PLS 35593

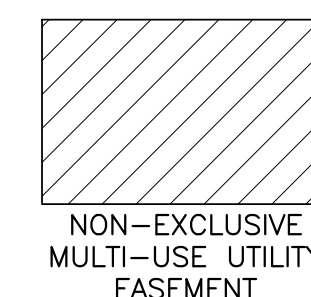
BOUNDARY LINE

LOT LINE

RIGHT-OF-WAY

EASEMENT

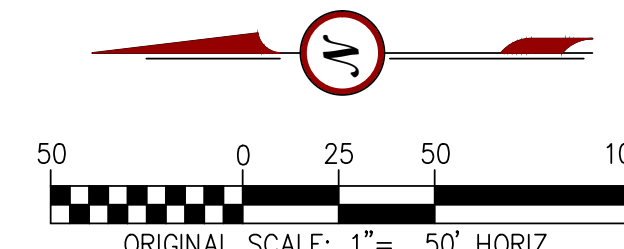
EXISTING EASEMENT



NON-EXCLUSIVE
MULTI-USE UTILITY
EASEMENT

POINT OF
COMMENCEMENT

SOUTH 1/4 CORNER FOUND
3.25" ALUMINUM CAP PLS
22561 IN RANGE BOX
MATCHING MONUMENT
RECORD FILED 4/30/13



SUBDIVISION AGREEMENT
Douglas 234 Filing No. 6

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and VR Sliceroo LLC, a limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Douglas 234 Filing No. 6, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

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

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

AGREEMENT

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

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

2. **Agreements and Other Requirements.** *[Intentionally left blank.]*

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

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and

for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

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

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

4. Specific Conditions. The Developer hereby agrees that:

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

b. Prior to probationary acceptance of all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents for the Property (the "Public Improvements"), the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in Exhibit E, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. Prior to the recordation of the plat, the Developer shall pay to the Town Three-Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Chambers Road and Red Sky Drive. The Town shall use these funds for the sole purpose of designing and constructing this traffic signal when warranted, as determined by the Town.

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

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

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

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

7. Public Improvements and Warranty. The Public Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director

of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

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

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

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

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

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before December 31, 2022, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant

to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

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

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

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer’s expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer’s provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town’s approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the

amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

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

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

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

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

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

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

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

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

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

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

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

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

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

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

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

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

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

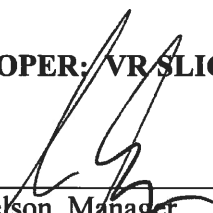
ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: VR SLICEROO LLC

By: 
Grant Nelson, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Grant Nelson, as Manager of VR Sliceroo LLC.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

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

EXHIBIT A

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

BEING FURTHER DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

-THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 22561 IN RANGE BOX MATCHING MONUMENT RECORD FILED 4/30/13.

- THE SOUTHEAST CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 35593 IN RANGE BOX MATCHING MONUMENT RECORD FILED 11/29/05.

COMMENCING AT SAID SOUTH QUARTER CORNER;

THENCE ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER NORTH 89°15'13" EAST, A DISTANCE OF 523.31 FEET;

THENCE NORTH 00°44'47" WEST, A DISTANCE OF 62.63 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HESS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 53°05'57" WEST, A DISTANCE OF 77.99 FEET;

THENCE NORTH 10°51'05" WEST, A DISTANCE OF 170.63 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,085.00 FEET, A CENTRAL ANGLE OF 10°27'51", WHOSE CHORD BEARS NORTH 16°05'00" WEST A DISTANCE OF 562.65 FEET, FOR AN ARC DISTANCE OF 563.43 FEET;

THENCE NORTH 21°50'47" EAST, A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST, A DISTANCE OF 288.93 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 21°32'17", WHOSE CHORD BEARS SOUTH 77°57'51" EAST A DISTANCE OF 17.38 FEET, FOR AN ARC DISTANCE OF 17.48 FEET;

THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 110°55'25", WHOSE CHORD BEARS NORTH 57°20'35" EAST A DISTANCE OF 116.15 FEET, FOR AN ARC DISTANCE OF 136.49 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $17^{\circ}11'35''$, WHOSE CHORD BEARS NORTH $60^{\circ}09'45''$ EAST A DISTANCE OF 8.97 FEET, FOR AN ARC DISTANCE OF 9.00 FEET;

THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF $11^{\circ}48'18''$, WHOSE CHORD BEARS NORTH $74^{\circ}39'42''$ EAST A DISTANCE OF 200.02 FEET, FOR AN ARC DISTANCE OF 200.37 FEET;

THENCE SOUTH $08^{\circ}15'28''$ EAST, A DISTANCE OF 107.11 FEET;

THENCE SOUTH $66^{\circ}27'14''$ EAST, A DISTANCE OF 195.03 FEET;

THENCE SOUTH $01^{\circ}02'54''$ EAST, A DISTANCE OF 790.17 FEET;

THENCE SOUTH $87^{\circ}46'51''$ WEST, A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 601,278 SQUARE FEET OR 13.803 ACRES, MORE OR LESS.

DOUGLAS 234 FILING 6

A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1, BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 2

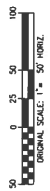
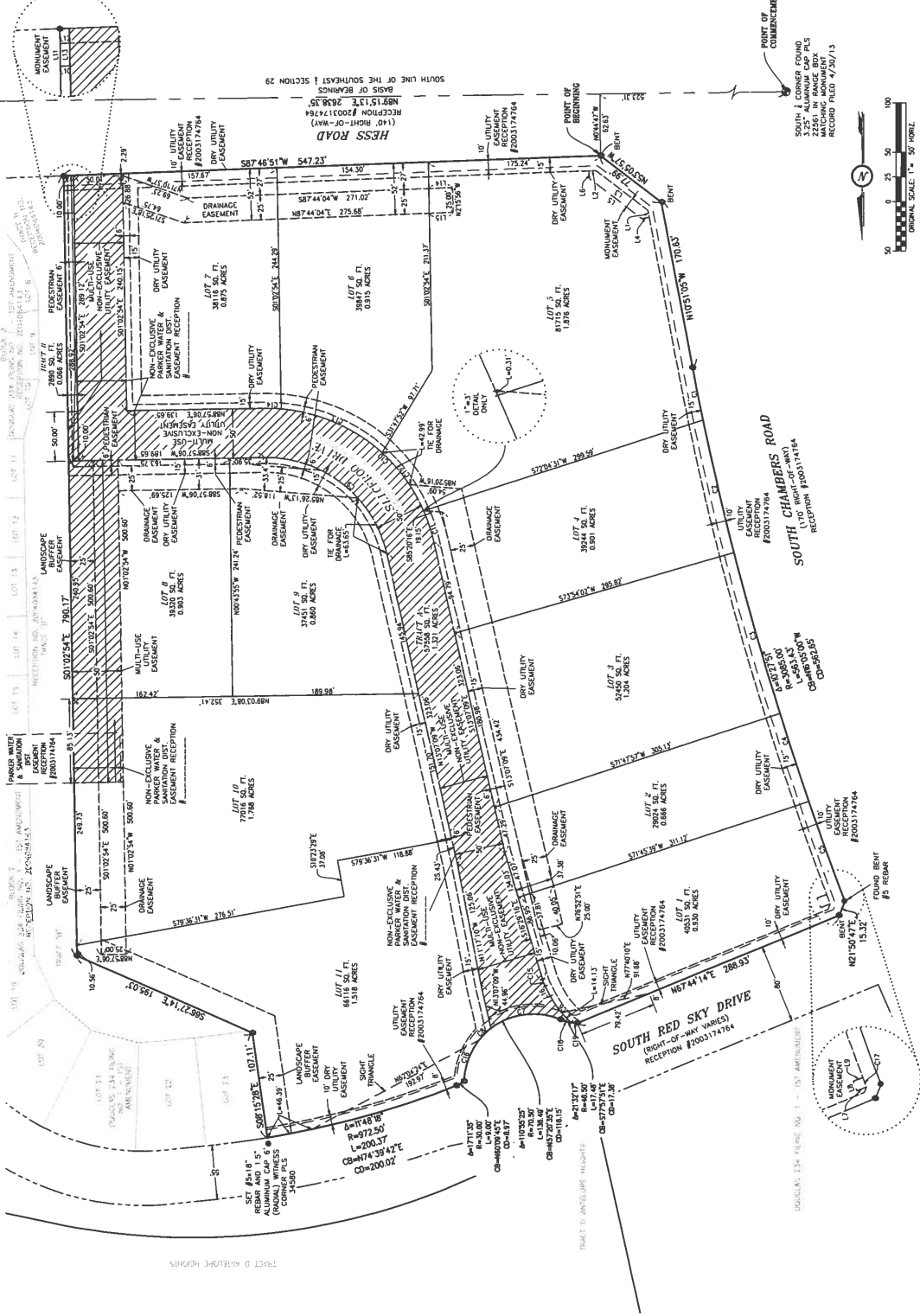
CURVE TABLE

CURVE #	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	54.32	50.00	007°00'45"	117.2727'
C2	137.71	50.00	007°33'37"	117.702
C3	189.57	50.00	003°09'58"	119.5846'
C4	83.98	50.00	007°44'42"	119.2836'
C5	86.12	50.00	007°47'07"	120.1230'
C6	34.35	86.00	022°23'07"	120.7440'
C7	74.00	76.50	007°14'32"	120.7437'
C8	17.18	76.50	003°27'52"	120.7437'
C9	170.07	125.00	007°35'45"	120.7437'
C10	238.02	175.00	007°35'45"	120.7437'
C11	33.40	175.00	003°27'52"	120.7437'
C12	73.41	175.00	007°14'32"	120.7437'
C13	113.20	175.00	007°14'32"	120.7437'
C14	18.20	175.00	003°27'52"	120.7437'
C15	71.12	38.00	007°44'07"	120.7437'
C16	45.22	76.50	003°44'31"	120.7437'
C17	10.29	863.07	000°33'36"	120.7437'
C18	11.37	46.50	014°05'45"	120.7437'
C19	6.11	46.50	007°31'34"	120.7437'

LINE TABLE

LINE #	LENGTH	BEARING
L1	7.29	N07°50'57"W
L2	7.29	N07°50'57"W
L3	66.87	S53°09'57"E
L4	7.70	N07°50'57"E
L5	66.87	S53°09'57"E
L6	8.16	S00°00'00"E
L7	10.31	N07°50'57"E
L8	10.31	S00°00'00"E
L9	10.45	S00°00'00"E
L10	10.45	S00°00'00"E
L11	23.00	S07°45'54"E
L12	10.00	S07°45'54"E
L13	23.00	N07°50'57"E
L14	24.18	N07°50'57"E
L15	24.18	N07°50'57"E
L16	11.25	S27°50'07"E

- LEGEND**
- PAVED ALLEYWAY CORNER WAS DESCRIBED
 - FOUND #5 REBAR & YELLOW PLASTIC CAP PLS 35953
 - BOUNDARY LINE
 - LOT LINE
 - RIGHT-OF-WAY
 - EASEMENT
 - EXISTING EASEMENT



\\P\RICKING.COM\PROJECTS\01_ARY_4\01173 CHAMBERS SURVEY\01_173 PLAT REV 10-19-2016

EXHIBIT C

Engineer's Public Improvement Cost Estimate
Douglas 234, Filing No. 6
10/8/2020

Description	Quantity	Unit	Unit Cost	Total Cost
<u>Earthwork</u>				
Roadway Embankment	0	CY	N/A	\$0.00
Earthwork Subtotal =				\$0.00
<u>Roadway</u>				
6" Vertical Curb & Gutter (2' Pan)	389	LF	\$20.00	\$7,780.00
6" Vertical Curb & Gutter (1' Pan - Median)	105	LF	\$15.00	\$1,575.00
4" Mountable Curb & Gutter	0	LF	N/A	\$0.00
Hot Mix Asphalt Pavement (7" Depth)	420	SY	\$45.00	\$18,900.00
Concrete Pavement (XX" Depth)	0	SY	N/A	\$0.00
Aggregate Base Course (12" Depth)	420	SY	\$60.00	\$25,200.00
Subgrade Stabilization	635	SY	\$3.00	\$1,905.00
Roadway Subgrade Prep (Extend 2' Outside Curb)	635	SY	\$3.50	\$2,222.50
5' Detached Concrete Sidewalk	15	LF	\$30.00	\$450.00
8' Detached Concrete Sidewalk	324	LF	\$40.00	\$12,960.00
Sidewalk Subgrade Prep (Min 1' Outside Limits)	385	SY	\$3.00	\$1,155.00
Corner Curb Ramp (Includes Subgrade Prep)	3	EA	\$4,000.00	\$12,000.00
Midblock Curb Ramp (Includes Subgrade Prep)	1	EA	\$4,000.00	\$4,000.00
Cross Pan (Includes Subgrade Prep)	0	SY	N/A	\$0.00
Trench Drain	0	LF	N/A	\$0.00
Median Cover	0	SY	N/A	\$0.00
Adjust Manhole	0	EA	N/A	\$0.00
Demolition	1	LS	\$15,000.00	\$15,000.00
Adjust Water Valve	1	EA	\$380.00	\$380.00
Roadway Subtotal =				\$103,527.50
<u>Concrete Trails</u>				
10' Regional Trail	0	LF	N/A	\$0.00
Sidewalk Subgrade Prep (Min 1' Outside Limits)	0	SY	N/A	\$0.00
Trail Subtotal =				\$0.00
<u>Striping</u>				
Long Line Epoxy Pvmt. Marking	0	LF	N/A	\$0.00
Crosswalk Bar (2'x10')	500	SF	\$2.00	\$1,000.00
Yield Line	15	SF	\$2.00	\$30.00
8" Solid White	135	LF	\$11.00	\$1,485.00
4" Solid Double Yellow	1595	LF	\$2.00	\$3,190.00
Remove striping	1	LS	\$5,000.00	\$5,000.00
Arrow	2	EA	\$20.00	\$40.00
Striping Subtotal =				\$10,745.00
<u>Signage (Including Post and Anchor)</u>				
Street Name Sign	2	EA	\$160.00	\$320.00
Ground Sign	14	EA	\$250.00	\$5,000.00
Relocate Sign	5	EA	\$120.00	\$600.00
Replace Existing Sign	2	EA	\$160.00	\$320.00
Type III Barricade	0	EA	N/A	\$0.00

Remove signage	1	LS	\$2,000.00	\$2,000.00
Special Sign	0	EA	N/A	\$0.00
Signage Subtotal =				\$8,240.00

Drainage & Stormwater Improvements

36" RCP	LF	\$140.00	\$0.00
30" RCP	LF	\$108.77	\$0.00
24" RCP	LF	\$90.00	\$0.00
18" RCP	LF	\$65.00	\$0.00
4' Manhole (Depth specific on 10' increment)	EA	\$3,800.00	\$0.00
5' Type R Inlet (Depth specific on 10' increment)	EA	\$5,800.00	\$0.00
10' Type R Inlet (Depth specific on 10' increment)	EA	\$9,800.00	\$0.00
Type C Inlet	EA	\$4,000.00	\$0.00
Type D Inlet	EA	\$6,500.00	\$0.00

Drainage & Stormwater Subtotal = \$0.00

Public Improvements Subtotal = \$122,512.50

Construction Contingency (10%) = \$12,251.25

Mobilization (5%) = \$6,125.63

Surveying (3%) = \$3,675.38

Construction Management & Testing (12%) = \$14,701.50

Public Improvements Total = \$159,266.25

Security At 110% = \$175,192.88

Notes:

1. All Costs Must Include Labor and Materials
2. Erosion and Sediment Control (CBMP) Cost Estimate shall be submitted with the Grading Permit

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Issuance Date: [Type LOC issuance date.]

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

Expiry Date: [Type LOC expiration date.]

Amount: [Type in aggregate amount.]

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

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

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

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

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

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

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]

[*Address of Issuing Bank*]

Date: _____

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

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

By: _____
_____, Mayor
Town of Parker

EXHIBIT E

DOUGLAS 234, FILING NO. 6
LANDSCAPE & IRRIGATION PROBABLE COSTS

TOWN OF PARKER

COST ESTIMATE

10/5/2020

	IMPROVEMENTS LIST PRICING				
Work Category	Improvement Item	Unit	Plan Quantity	Unit Cost	Total Cost
Landscape & Irrigation					

DEC TREE (2" CAL)	EACH	45	\$528.00	\$23,760.00
EVE TREE (6' Tall)	EACH	37	\$525.00	\$19,425.00
ORN TREE (1.5" CAL)	EACH	44	\$375.00	\$16,500.00
DEC SHRUB (5 GAL)	EACH	386	\$27.00	\$10,422.00
EVE SHRUB (5 GAL)	EACH	228	\$39.00	\$8,892.00
ORN GRASS (1 GAL)	EACH	251	\$17.00	\$4,267.00
ROCK MULCH	TON	644	\$35.00	\$22,540.00
PLANTING BED PREP	SQ FT	44,293	\$0.35	\$15,502.55
DRIP IRRIGATION	SQ FT	44,293	\$0.35	\$15,502.55
STEEL EDGER	LF	227	\$1.50	\$340.50

TOTAL COST

TOTAL COST

GRAND TOTAL **\$137,151.60**

10% CONTINGENCY: \$13,715.16

TOTAL: \$150,866.76

THIS COST ESTIMATE WAS PREPARED UNDER MY DIRECT SUPERVISION:

(PREPARING LANDSCAPE ARCHITECT SIGNATURE) DATE

APPROVED:

(OWNERS' SIGNATURE) DATE

TOWN OF PARKER (Representative) DATE



Request for Town Council Action

Date: November 16, 2020

Submitted By: Carolyn Washee-Freeland, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **MACLACHLAN PROPERTY FILING 1 LOT 1– Use by
Special Review for 9855 Parker LLC/Inspire Animal Hospital**

Applicant: Ben Swanson /Jamie Saliman, Josh Saunders

Location: Generally located on the north side of Lincoln Avenue between Dransfeldt Road and Parker Road

Department: Community Development, Carolyn Washee-Freeland

TRAKiT No.: Z20-009

EXECUTIVE SUMMARY

The applicant, 9855 Parker L.L.C./Inspire Animal Hospital, is requesting a Use by Special Review approval for a veterinary hospital to be located at 9855 South Parker Road. The site is the vacant, former Payless shoe store next to Murdoch's Ranch & Home Supply at the northwest corner of Parker Road and Lincoln Avenue.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The applicant, 9855 Parker L.L.C./Inspire Animal Hospital, is requesting Use by Special Review approval to allow for a veterinary hospital in vacant commercial space next to Murdoch's Ranch & Home Supply. The site, MacLachlan Filing 1 Lot 1 subdivision, is located within the Modified Commercial zoning district. Veterinary hospitals are permitted as a Use by Special Review, subject to Town Council approval.

The former occupant of the vacant commercial space was a Payless shoe store that closed when the company declared bankruptcy. The building consists of approximately 3,700 square-feet of vacant space situated on a .78 acre parcel of land. The proposed veterinary hospital will occupy the entire commercial space and include an additional outdoor fenced area of approximately 400 square feet to be located at the rear of the building. In total, it will contain approximately 4,100 square feet of space for veterinary hospital use. The proposed veterinary hospital use is compatible with the surrounding commercial uses, subject to the recommended conditions.

Staff has reviewed the proposed Use by Special Review against the nine (9) criteria for approval set forth in the Land Development Ordinance and determined that the criteria are satisfied as detailed in the attached Planning Commission staff report.

The Planning Commission held a public hearing on October 22, 2020 and unanimously recommended that Town Council approve the Use by Special Review.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Planning Commission Staff Report 10.22.2020
2. Project Narrative and Proposed Site Plan
3. Cleaning Procedures_ Inspire Animal Hospital

RECOMMENDED MOTION

I move to approve the MacLachlan Filing 1 Lot 1 Use by Special Review, based upon staff findings, with the following eight (8) conditions contained in the staff report:

1. The final site plan design will need to address fire, life and safety requirements during the site plan review.
2. The applicant will operate the veterinary hospital using fecal removal procedures on a daily basis. The applicant will ensure that fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide-based product and then kept in a lid sealed container. To prevent accumulation of animal waste on site, the feces will be regularly removed from the site by a third party twice per week.
3. The Use by Special Review information submitted to the Community Development Department on October 7, 2020 shall be the approved Use by Special Review materials.
4. A building permit shall be required for any interior or exterior work to be completed on site.
5. A Site Plan Amendment or Adjustment approval shall be required for any exterior changes to the structure or the site.
6. The use shall be a licensed facility with the Pet Animal Care Facilities Act (PACFA) Program.
7. The applicant will replace all dead and missing landscape material as approved in the original landscaping or seek approval of an alternative landscape plan. The applicant shall also install street trees that meet Town standards along Lincoln Avenue. All landscape improvements must

be approved and either installed or secured prior to certificate of occupancy.

8. This approval shall remain in effect for twelve (12) months. This approval shall be null and void unless a grading permit or building permit is issued by the Town within this twelve (12) month period of time as provided by Section 13.01.140(b) of the LDO. The Community Development Director, upon written request, may grant a ninety (90) day extension for good cause under the LDO if necessary.



Planning Commission Staff Report

Planning Commission Date: 10/22/2020

Town Council Date: 11/16/2020

Hearing Type: Public Hearing
MACLACHLAN FILING 1 LOT 1 – Use by Special Review for a Veterinary Hospital

TRAKiT No.: Z20-009

Location: 9855 Parker Road

Project Planner: Carolyn Washee-Freeland, Associate Planner

Applicant: Ben Swanson/Jamie Saliman & Josh Saunders, 9855 Parker LLC/Inspire Animal Hospital

Executive Summary: The applicant, 9855 Parker LLC/Inspire Animal Hospital, is requesting a Use by Special Review approval for a veterinary hospital to be located at 9855 South Parker Road (in the previous Payless Shoe store location). The site is located on the north side of Lincoln Avenue, between Dransfeldt Road and Parker Road.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the MacLachlan Filing 1 Lot 1 – Use by Special Review request for a veterinary hospital to allow up to 100 percent of the building to be used for a veterinary hospital facility, with up to 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building, subject to the eight (8) conditions contained in staff’s report:”

- 1. The final site plan design will need to address fire, life and safety requirements during the site plan review.*
- 2. The applicant will operate the veterinary hospital using fecal removal procedures on a daily basis. The applicant will ensure that fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide-based product and then kept in a lid sealed container. To prevent accumulation of feces on site, the feces will be regularly removed from the site on by a third party twice per week.*

3. *That the Use by Special Review materials submitted to the Community Development Department on October 7, 2020 shall be the approved Use by Special Review materials.*
4. *A building permit shall be required for any interior or exterior work completed on site.*
5. *A Site Plan Amendment or Adjustment approval shall be required for any or exterior changes to the structure or the site.*
6. *The use shall be a licensed facility with the Pet Animal Care Facilities Act (PACFA) Program.*
7. *The applicant will replace all dead and missing landscape material as approved in the original landscaping or seek approval of an alternative landscape plan. The applicant shall also install street trees that meet Town standards along Lincoln Avenue. All landscape improvements must be approved and either installed or secured prior to Certificate of Occupancy.*
8. *This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for. The Community Development Director, upon written request, may grant a ninety-(90) day extension.*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Maclachlan Filing 1 Lot 1 – Use by Special Review request for a veterinary hospital to allow up to 100 percent of the building to be used for a veterinary hospital facility, with up to 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building.”

“I move the Planning Commission recommend Town Council deny the Maclachlan Filing 1 Lot 1 - Use by Special Review request for a veterinary hospital to allow up to 100 percent of the building to be used for a veterinary hospital facility, with up to 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building to not allow the facility as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue the Maclachlan Filing 1 Lot 1 - Use by Special Review request for a veterinary hospital to allow up to 100 percent of the building to be used for a veterinary hospital facility, with up to 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building Use by Special Review to a future date.”

I. BACKGROUND/DISCUSSION

The applicant, 9855 Parker LLC/Inspire Animal Hospital, is requesting a Use by Special Review to allow for a veterinary hospital to allow up to 100 percent of the building to be used for a veterinary

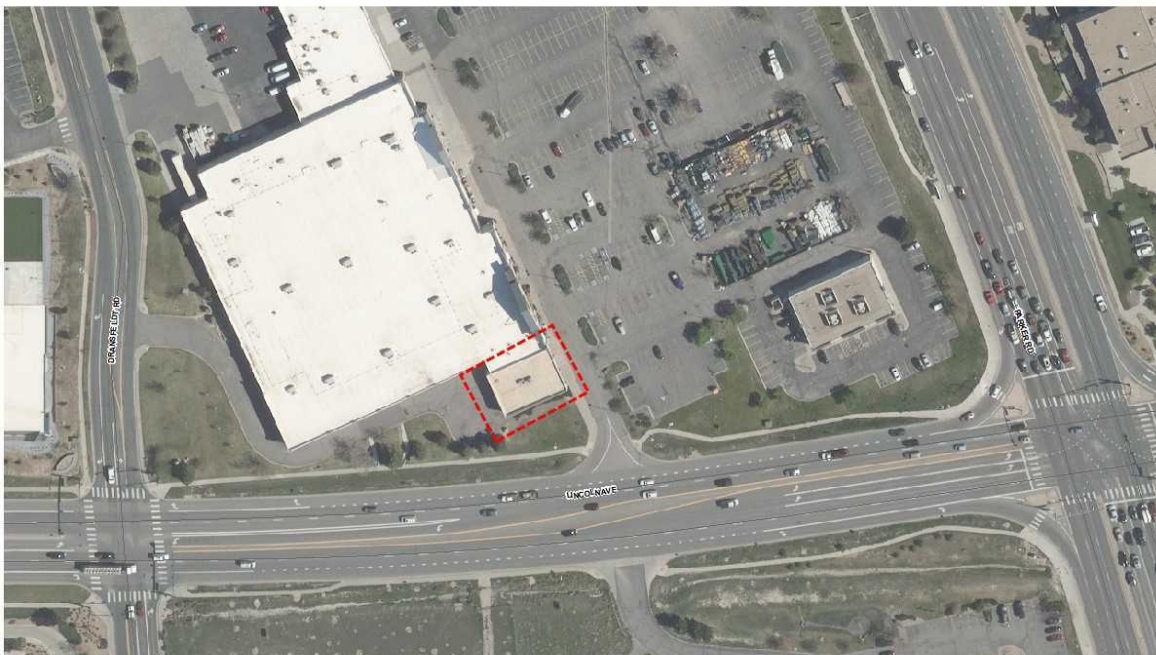
hospital facility, with up to 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building.

The site, Maclachlan Filing 1 Lot 1 subdivision, is located within the Modified Commercial zoning district. Veterinary Hospital (vet clinic) facilities are listed as a Use by Special Review as it relates to the permitted uses within the Modified Commercial zoning district.

The applicant requests that the former Payless Shoe store building located at 9855 South Parker Road (the Property) be used for a veterinary hospital. The Property consists of an existing, approximately 3,700 square-foot, building situated on a parcel of land containing 0.7812 acres. The veterinary hospital will encompass up to 100percent of the aforementioned building space and will have an additional outdoor fenced area of approximately 400 square feet to be located at the rear of the building, for a total of approximately 4,100 total square feet of veterinary hospital use.

The proposed veterinary hospital facility will not negatively impact the center or the surrounding uses.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1/18/1994	Maclachlan property zoned as Modified Commercial

III. CURRENT SITE DATA

Existing Zoning	Modified Commercial		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Central Commercial		
Site Acreage	0.7812 Acres		
Subdivision	Maclachlan Property		
Existing Use	The property consists of one 3,700 square foot single-story vacant inline retail building(former tenant was the Payless Shoe store) with parking spaces and landscaping.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	MC – Modified Commercial	Murdochs Retail Building
South	Central Commercial	C - Commercial District	Walgreens Store Vacant Lot
South	Central Commercial	Douglas County Zoning	Unincorporated Douglas County Agricultural
East	Central Commercial	PD - Planned Development	TSG Automotive
West	Central Commercial	PD - Planned Development	Crossroads Church

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C
Inconsistent Goals/Strategies	None

Staff Analysis	The property is located within the Central Commercial District of the Town's Master Plan. The proposed veterinary hospital is a desired service in the community which will be situated within an existing retail context and will be a complimentary use to the immediately adjacent Murdoch's location. Additionally, the veterinary hospital will primarily be built into the existing building footprint (only exception being the outdoor area), so this project would limit any negative impacts on the surrounding community and services. Veterinary hospital facilities are classified as commercial services, which is consistent with General Land Use Plan recommendations in Chapter 6 of the Parker 2035 Master Plan.
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V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 40 feet Side – 15 feet Rear – 25 feet	The existing interior space of the building will not be expanded with this application. An additional outdoor fence will be provided for the proposed increased outdoor space with the following setbacks: Side – 25 feet Rear – 25 feet	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	The proposed use will not alter the existing building density.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Maximum building height of 35 feet.	The proposed use will not alter the existing building height.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	N/A	The existing lot is 34,029 square feet.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	The proposed use will not alter the existing building lot coverage.	☒ Consistent ☐ Inconsistent ☐ N/A

Landscaping	Title 13.06.070	The proposed use will not alter any exterior landscaping.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050: The minimum parking requirements for kennel, pet day care, veterinary clinic is 1 parking space per 400 square feet of net leasable area (not including square footage occupied by animal pens).	The applicant will be taking over space within the existing building which is approximately 3,700 square feet in size, along with an additional 400 square feet of outdoor space. The outdoor space will remove existing loading area. No parking spaces will be removed with the additional outdoor space. The applicant will be required to have a total of 19 parking spaces, which are accommodated on site. Therefore, the veterinary hospital facility will not negatively impact parking for the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Utilities	Parker Water and Sanitation District, Xcel Energy and IREA will continue to provide utility service to the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Staff has determined that the proposed use meets the intent and purpose of the Modified Commercial zoning district and will serve the needs of the community by offering animal care of small animals of 250 pounds or less (dogs and cats) through this veterinary hospital for pet owners. No large animals or livestock will be treated. There will be no overnight boarding of animals onsite.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

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

VII. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant analysis and findings:

The new Inspire Animal Hospital veterinary clinic will be in the commercial area of Parker along Lincoln Ave near South Parker Road. The surrounding neighbors are Murdock's Ranch & Home Supply & Sky Zone Trampoline Park to the north, AT&T store to the East, Crossroads Community Church to the West, and a Walgreen's to the southeast. There is also a single house to the South, off the road to Walgreen's.

Minor changes to the existing exterior storefront will be made to accommodate the entry to the new clinic, as well as a new outside fenced-in play area in a portion of the existing service drive for the existing commercial building. A new trash enclosure and additional landscaping will be added by the Owner. All other existing landscapes areas, trees, and vegetation will remain as is.

Staff analysis and findings:

The veterinary hospital facility is expanding into an existing tenant space within the building. Adjacent existing uses are all commercial. Staff finds that the use of the subject property can be determined as "in harmony and compatible with the character of the surrounding areas" based upon the surrounding existing land uses and that the use will be located within an existing building and exterior expansion of the outdoor fenced pet play area will align with existing exterior use.

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

2. Will be consistent with the Town Master Plan.

Applicant analysis and findings:

The owners of Inspire Animal Hospital bring over 25 years combined veterinary experience and are very proficient with animal training behavior, and are expanding their services to the residences of Parker, and find that the business will be consistent with the Town of Parkers Master Plan. By expanding within the existing buildings footprint this project would limit any negative impacts on the surrounding community and services. This expansion would embrace the Town's goals and strategies of controlled growth.

Staff analysis and findings:

The Master Plan identifies the property as located within the Central Commercial District Character Area and offers this specific language concerning that designation:

“The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses.’

The proposed veterinary hospital is a commercial service and is similar in character and compatibility with the surrounding land uses.

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

3. Will not result in an over-intensive use of land.

Applicant analysis and findings:

The proposed veterinary hospital is consistent with the intended land use and should not cause an over intensive use of the land. The new veterinary hospital space will primarily be built within the existing building’s footprint, and the addition of the proposed outdoor fenced-in area at the back of the existing building is only 400 square feet. Other improvements will include a small segment of sidewalk for clients/staff who leave through the rear door of the clinic and walk across to the parking lot to the east, as well as a new painted crosswalk. There are currently 28 standard parking stalls / two (2) ADA parking stalls in the existing parking lot, directly across from the tenant space.

The proposed veterinary hospital will be a use that is still consistent with the intended land use and should not cause an over intensive use of the land. The addition of the proposed outdoor fenced pet play yard is only 400 square feet. With the additional improvements of the added sidewalk, added landscaping, as well as adding a trash enclosure the overall use of the land will stay the same as well as be improved.

Staff analysis and findings:

The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. The use will occupy an existing structure and tenant improvements will be designed to accommodate the expanded use. The proposed use will not reduce the amount of landscaping or parking on site. Therefore, the proposed use will not result in an over-intensive use of land.

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

4. Will not have a material adverse effect on community capital improvement programs.

Applicant analysis and findings:

The new veterinary clinic will provide a much-needed service to the residences of Parker and surrounding communities. It will not have an adverse effect on the neighboring business and will have a positive effect on the commercial area of this area. The existing building is a clean and well-maintained facility and the grounds after the proposed expansion will be well maintained.

Staff analysis and findings:

This use will not adversely affect capital improvement programs as the use will not require additional road, utility, or stormwater improvements.

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

5. Will not require a level of community facilities and services greater than that which is available.

Applicant analysis and findings:

Because the proposed veterinary hospital is primarily staying within the existing building footprint, the current community and facilities services have been reviewed and the project will not require anything more than what is presently available.

Staff analysis and findings:

The proposed veterinary hospital will occupy an existing building space, the existing building is in an area anticipated for commercial uses and services. This use is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) or facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

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

6. Will not result in undue traffic congestion or traffic hazards.

Applicant analysis and findings:

We believe the proposed veterinary hospital facility will also not create an undue increase that would create any additional congestion or hazards to the neighborhood, over and above the traffic that existed from the previous tenant. The veterinary hospital will be open from the hours of Monday-Friday 8-6p, Saturday & Sunday 8am - 1pm, during which clients will arrive at different times of the day for pick up and drop off.

There is adequate parking being provided on site and a new crosswalk will be provided at the North/South drive between the retail building and the parking lot.

Staff analysis and findings:

This property has vehicular access from Lincoln Avenue and Parker Road. Employees, customers and their pets will arrive and depart at various times during the hours of operation. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards.

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

7. Will not cause significant air, water, or noise pollution.

Applicant analysis and findings:

The Veterinary hospital will dispose of waste materials throughout the day within the interior kennels and exterior play yard. The play yard will be closely monitored by the staff and clients and cleanliness is of the utmost importance. No animal will be left unattended in the yard. All animals will be individually walked by a staff member on a double leash for safety precautions. Since animals will never be unattended and no other animals walked at the same time, there will be minimal to no barking at all. There will be screening built around the yard that will help with the noise and animals will be in the yard for a short amount of time.

In order to mitigate noise, no dogs will be permitted to be alone outside in the outdoor area. They are only to be leash walked within the outdoor area by an employee for safety and to ensure noise control. “Fear Free” practice (which both owners are certified in) decreases barking. Any patients that will be admitted for surgery for the day will receive medication to help decrease anxiety, pain and noise control.

On the inside of the building, the new demising wall between the two spaces will be constructed to be a full height stud wall with an STC-55 (excellent) sound rating. There will be no boarding operations, which tend to be the main source of barking within veterinary hospitals.

Fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide based product and then kept in a lid sealed container. To prevent accumulation of feces on-site, the feces will be regularly picked up by a Denver based company that brings the feces to an offsite composting facility. This solution has been utilized at the current veterinary hospital location for years with great success.

The exercise yard will have artificial grass, which is treated in the similar manner of organic grass in that there is minimal maintenance. However, in the extremely unlikely event there is a urine odor, it allows us the opportunity to spray down and deodorize the area or disinfect in the event there is a contagious patient. All staff will be required

to clean up any waste immediately offered by any patient. By decreasing the contact time in the yard, it not only eliminates any possible smell but decreases the chance of pathogens being spread. In the event we need to disinfect the area, we would use a product called “REScue” which is a hydrogen peroxide-based disinfectant and has a much safer MSDS sheet than bleach. These protocols adhere to municipal codes 9.01.020 and 9.01.030. The outdoor play yard will not contribute to any noise. The yard will strictly be used to individually walk patients and immediately return indoors. Since there will be no other patients walked at the same time, and no patient will be unleashed, there will be no stimulus for the patients to bark.

Staff analysis and findings:

The property is located within a commercial area of the Town. The existing structure was built for commercial uses. Anticipated noise levels should not exceed that produced by similar uses in the immediate vicinity. The applicant will continue to operate under their pet waste removal procedures they successfully have practiced at their current veterinary hospital location for years. The fecal removal procedures stipulate that fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide-based product and then kept in a lid sealed container. To prevent accumulation of feces on site, the feces will be regularly picked up by a Denver based company that brings feces to an off-site composting facility.

The applicant will be required to mitigate the potential (if any) for significant air and water pollution. Therefore, the veterinary hospital will not cause significant air, water or noise pollution.

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

8. Will be adequately landscaped, buffered and screened.

Applicant analysis and findings:

The exterior outdoor play area will have a 6’-0” wooden fence that encloses the entire area. The existing landscape areas will remain in place and be maintained as in the past. There will not be any reduction of the existing landscape, open space areas; in fact, there will be an increase of landscaping to the south of the existing commercial building and existing parking lot.

Staff analysis and findings:

The property is currently surrounded by Lincoln Avenue to the south, with existing commercial and parking to the north and east and a loading zone to the west. Dead and missing landscaping will need to be replaced to align with the original approved landscape plan or the landscaping may be amended and approved through a Site Plan Amendment or Site Plan Adjustment. In addition, street trees shall be added along Lincoln Avenue in compliance with Town standards. The proposed use will take place within the existing building and proposed outdoor use will be screened by an opaque fence. The applicant’s proposal does not negatively impact the existing landscaping.

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

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:

The new veterinary hospital will take great care to ensure the safety of its clients, animals and surrounding neighboring businesses. The hospital will be at the end of the building, therefore not affecting the entrances of any other businesses. The staff will walk all patients on two leashes to ensure the safety of both the animal and any humans as if one leash fails, there is a second back up. The animals will be walked in a fenced-in area on the backside of the building so as to not interfere with any other businesses.

The owners bring over 25 years combined veterinary experience and are very familiar with fear free handling and animal behavior. All employees will be required to attend regular safety meetings to ensure proper handling and understanding of animal behavior. The staff will regularly monitor the outdoor area to ensure there is never any waste on any of the grounds.

Staff analysis and findings:

The impacts created by veterinary hospital uses will be minimal if subject to the conditions proposed by staff. The applicant will work to ensure pet health and welfare and will not be detrimental to the health, safety or welfare of present or future inhabitants of the Town. The site is served by water and sanitary sewer, the facility will have water and waste water will be properly treated.

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

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Comprehensive Planning	No comment
Parker Public Works	Approved
South Metro Fire & Rescue Authority	No comment

Parker Water and Sanitation District	Approved for zoning. Please submit a COM remodel referral when ready.
IREA	Approved
CenturyLink	No comment
Comcast	No comment

IX. CONCLUSION

The veterinary hospital facility will provide a necessary service to Parker residents and their pets. The impacts created by the proposed veterinary hospital will be mitigated if subject to the conditions proposed by staff. After evaluating the information provided by the applicant for a Use by Special Review staff has determined that the requested use meets, or can meet subject to conditions, the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

X. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Maclachlan F1 L1 – Use by Special Review request for a veterinary hospital to allow 100 percent of the building to be used for a veterinary hospital facility, with 3,700 square feet of indoor space, and 400 square feet of an outdoor fenced area located in the rear of the building, subject to the eight (8) conditions:

1. The final site plan design will need to address fire, life and safety requirements during the site plan review.
2. The applicant will operate the veterinary hospital using fecal removal procedures on a daily basis. The applicant will ensure that fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide-based product and then kept in a lid sealed container. To prevent accumulation of feces on site, the feces will be regularly removed from the site on by a third party twice per week.
3. That the Use by Special Review materials submitted to the Community Development Department on October 7, 2020 shall be the approved Use by Special Review materials.
4. A building permit shall be required for any interior or exterior work completed on site.
5. A Site Plan Amendment or Adjustment approval shall be required for any or exterior changes to the structure or the site.
6. The use shall be a licensed facility with the Pet Animal Care Facilities Act (PACFA) Program.

7. The applicant will replace all dead and missing landscape material as approved in the original landscaping or seek approval of an alternative landscape plan. The applicant shall also install street trees that meet Town standards along Lincoln Avenue. All landscape improvements must be approved and either installed or secured prior to Certificate of Occupancy.
8. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for. The Community Development Director, upon written request, may grant a ninety-(90) day extension.

XI. ATTACHMENTS

1. Applicant's Project Narrative and Proposed Site Plan

Report Approved By: Bryce Matthews, Planning Manager

Date: September 17, 2020
To: Carolyn Washee-Freeland, Associate Planner, Town of Parker
From: 9855 Parker, LLC and Inspire Animal Hospital, PLLC
Re: Responses to Use By Special Review Comments from Town of Parker

9855 Parker, LLC and Inspire Animal Hospital, PLLC (“Applicants”) submitted an application, site plan, floor plan and narrative to which comments were received from Town of Parker dated August 28, 2020. Below is the narrative response to those comments together with the following attachments:

- Exhibit A: Outdoor Area Option 1
- Exhibit B: Outdoor Area Option 2
- Exhibit C: Revised Site Plan / Floor Plan based on Town of Parker comments

EXECUTIVE SUMMARY

The Applicants are pursuing a Use By Special Review (“UBSR”) approval for a veterinary hospital at 9855 South Parker Road, Parker, Colorado (“Property”). The Property consists of an approximately 3,700 square foot building situated on a parcel of land containing 0.7812 acres. The application is to obtain approval of a veterinary hospital for 100% of the building together with an outdoor fenced area. Upon approval of the UBSR, the Applicants intend to pursue a Site Plan Adjustment separate from the UBSR application.

The owners of Inspire Animal Hospital bring over 25 years combined veterinary experience and are very proficient with animal training behavior. All employees will be required to attend regular safety meetings to ensure proper handling and understanding of animal behavior.

TOWN STAFF COMMENTS / APPLICANT RESPONSES:

Comment #1: The intent is to obtain approval by the Applicants of a veterinary hospital for 100% of the building being approximately 3,700± square feet, plus an outdoor fenced area containing approximately 400± square feet as depicted on Exhibit A and Exhibit B attached hereto. Upon approval, the veterinary hospital use may potentially be reduced to the square footage shown on the Exhibit C being 2,500± square feet, and the Applicants are aware that if a portion remains un-used for said purpose one (1) year following approval, the approval of the use on the un-used portion would expire. There is no intent to change any technical team members at this time.

Comment #2:

- a) **Parking:** Per Section 13.06.050A of the Town of Parker’s Land Development Code, the Off-Street Parking Requirement for a veterinary clinic is 1 per 400 SF of Net Leaseable Area (not including SF occupied by animal pens). Using this ratio, the entire 3,700 SF of this use would require 19 parking spaces, where 27 parking spaces currently exist on the site. Should the final square footage for this site be reduced, this required 1:400 SF of NLA would be maintained. In regards to a shared

parking agreement, one will not be required as the entire shopping center has an existing Operation and Easement Agreement recorded on March 15, 1994 at Book 1186 Page 942 which contains an easement for both shared access and shared parking throughout the shopping center.

- b) **Types of Animals Treated:** Only small animals of 250 pounds or less (dogs and cats) will be treated. There will be no treatment of any large animals or livestock.
- c) **Overnight Boarding:** There will be no overnight boarding of animals onsite.
- d) **Hours of Operation** The hours of operation would not exceed 7:30am-10:30pm Monday-Sunday but would typically operate during a small window of business hours.
- e) **Exterior Sound Mitigation:** In order to mitigate noise, no dogs will be permitted to be alone outside in the outdoor area. They are only to be leash walked within the outdoor area by an employee for safety and to ensure noise control. "Fear Free" practice (which both owners are certified in) decreases barking. Any patients that will be admitted for surgery for the day will receive medication to help decrease anxiety, pain and noise control.
- f) **Interior Sound Mitigation:** On the inside of the building, the new demising wall between the two spaces will be constructed to be a full height stud wall with an STC-55 (excellent) sound rating. There will be no boarding operations, which tend to be the main source of barking within veterinary hospitals.
- g) **Fecal Matter:** Fecal matter will be immediately cleaned up, disinfected with a hydrogen peroxide-based product and then kept in a lid sealed container. To prevent accumulation of feces on-site, the feces will be regularly picked up by a Denver based company that brings the feces to an off-site composting facility. This solution has been utilized at the current veterinary hospital location for years with great success.
- h) **Best Practices:** Inspire Animal Hospital will apply for AAHA accreditation which requires 900 quality standards that go above and beyond state regulations. These standards are so rigorous that only 15% of veterinary hospitals nationally hold such accreditation. AAHA physically inspects the hospital and monitors daily operations over a two-day period, every two years. These quality standards will be incorporated into Inspire Animal Hospitals' employee handbook, new hire orientation and training, regular reviews, and also on a daily checklist to ensure the standards are not just expected but properly executed. Aside from the AAHA standards, the hospital policy will clearly state all employees must wash hands after handling every patient and disinfecting all surfaces every patient is in contact with. There will also be weekly deep cleaning lists in addition to the daily duties of mopping, cleaning and overall disinfecting. The deep clean lists include scrubbing of floors, walls, surfaces, etc., as well as checking all machines for proper operating safety. The outdoor perimeter will be walked 3 times daily despite no employees walking animals outside the designated outdoor area, as this will ensure no animal waste will ever be on the premises. The owners take great pride in quality medicine and customer service, which includes hospital cleanliness and maintenance.

- i) **Stormwater System:** No runoff will occur into the existing stormwater system due to the addition of a 4" curb around the perimeter of the outdoor area. In the event there is a need to disinfect and/or deodorize the outdoor area, Inspire Animal Hospital would use a hydrogen peroxide based disinfectant with a much safer MSDS sheet than bleach. Currently the product used for this purpose is called "Rescue™" (link to MSDS Sheet: https://rescuedisinfectants.com/wp-content/uploads/2019/01/REScue_Wipes_US_Eng.pdf). These protocols adhere to municipal codes 9.01.020 and 9.01.030. All fecal waste produced by animals is to be immediately cleaned up by staff. Since we will not be a 24-hour emergency hospital, no infectious patients will be housed greatly reducing the risk for any pathogens being spread.

Comment #3: Chad Hill (Hill Commercial Construction, LLC) called Tri-County Health per the comment and was told Tri-County Health has no jurisdiction over veterinary hospitals and thus does not intend to comment on the use. Per subsequent direction from Carolyn Washee-Freeland on August 31st, Chad Hill then contacted the State of Colorado Department of Public Health and Environment who directed him to contact the local county health department for any medical clinic related questions, which would be the aforementioned Tri-County Health. As for handling and disposing of dead carcasses, Inspire Animal Hospital will contract with a cremation company in accordance with state law. Immediately following humane euthanasia, the carcasses will be placed individually in a bag supplied by the cremation company, tagged for identification, and stored in a sealed freezer awaiting pickup from the cremation company. All employees are to wear gloves anytime in which they are handling the carcass.

For medical waste, Inspire Animal Hospital will hire a medical disposal company for the pickup of all medical waste (including but not limited to needles, IV catheters, syringes, gloves, and empty medication bottles, etc.). A bin where these previously mentioned items are kept until pickup will be provided for on site. Both the medical disposal bin and freezer will be located away from humans and animals within the mechanical/electrical/storage room.

Comment #4: The Property is identified in the Town's Master Plan as "Central Commercial District" which focuses on core retail, services, offices, lodging, restaurants and entertainment. This is a desired service in the community which is perfectly situated within a retail context and is a complimentary use to the immediately adjacent Murdoch's location. Additionally, the veterinary hospital will primarily be built into the existing building footprint (only exception being the outdoor area), so this project would limit any negative impacts on the surrounding community and services. The small scope of new exterior work (as described above) will follow the Town's goals and strategies of controlled growth.

Comment #5: Clients and animals to the Property will enter and exit via the main entrance on the east elevation of the Property. The rear door is only for staff use to access the outdoor area. The only exception to the use of this rear door is when clients who have a euthanasia of their pet, allowing them to exit the property privately via the rear door to avoid the lobby during such an emotional time. All animals would be leashed or placed in a kennel when entering or exiting the facility, whether by staff or by clients.

Comment #6:

- a) **Term:** The term “veterinary hospital” may be referenced to describe the use and is used throughout this narrative.
- b) **Staff Animal Walking:** No animals will be outside the building walls or permitted outside of the outdoor areas except for when arriving or departing with owners. All staff and clients will be strictly prohibited to walk any animals near the streetscape or landscape areas. The outdoor area will be closely monitored by the staff and clients and cleanliness is of the utmost importance. No animal will be left unattended in the yard and all animals will be individually walked by a staff member on a double leash for safety precautions.
- c) **Chemical Runoff:** Refer to response to Comment #2 (i) above.
- d) **Animal Access:** Refer to response to Comment #5 above.
- e) **Noise Mitigation:** Refer to response to Comment #2 (e) and (f) above.
- f) **Fecal Matter:** Refer to response to Comment #2 (g) above.

Misc. Comment: Randy Capra had sent email comments and wanted to understand better the outdoor area relative to the proximity to the FDC, knox box and riser room. The Applicants are proposing an Option 1 and Option 2 for review and comment (both of which are attached hereto as **Exhibit A** and **Exhibit B**). They also call out in more detail the various utilities and fire / life safety infrastructure which are being factored into the design.

- **Exhibit A - Option 1:** This is the preferred option which utilizes the existing rear egress door but has a small fence area immediately outside that door to access the outdoor area. The purpose for this fenced area is for pet/staff/vehicular safety to mitigate the risk that a leash fails and an animal runs towards the parking lot of Lincoln Ave. The gate to this small area would never be locked, instead using a latch system, and would be sized appropriately with fire department input to ensure there are never access issues.
- **Exhibit B - Option 2:** This is an alternative option which requires the installation of a new egress from the rear of the Property which would only serve for access to the outdoor area. There are various utility demarc's in the location of this door so that remains to be coordinated.

Applicants are requesting feedback to both options above, which would then be incorporated into the forthcoming site plan adjustment.

General Comment: The Town of Parker comments received to the site plan and floorplan have been incorporated into **Exhibit C** attached hereto, which include the following:

- A-100 – Site Plan
- A-101 – Floorplan

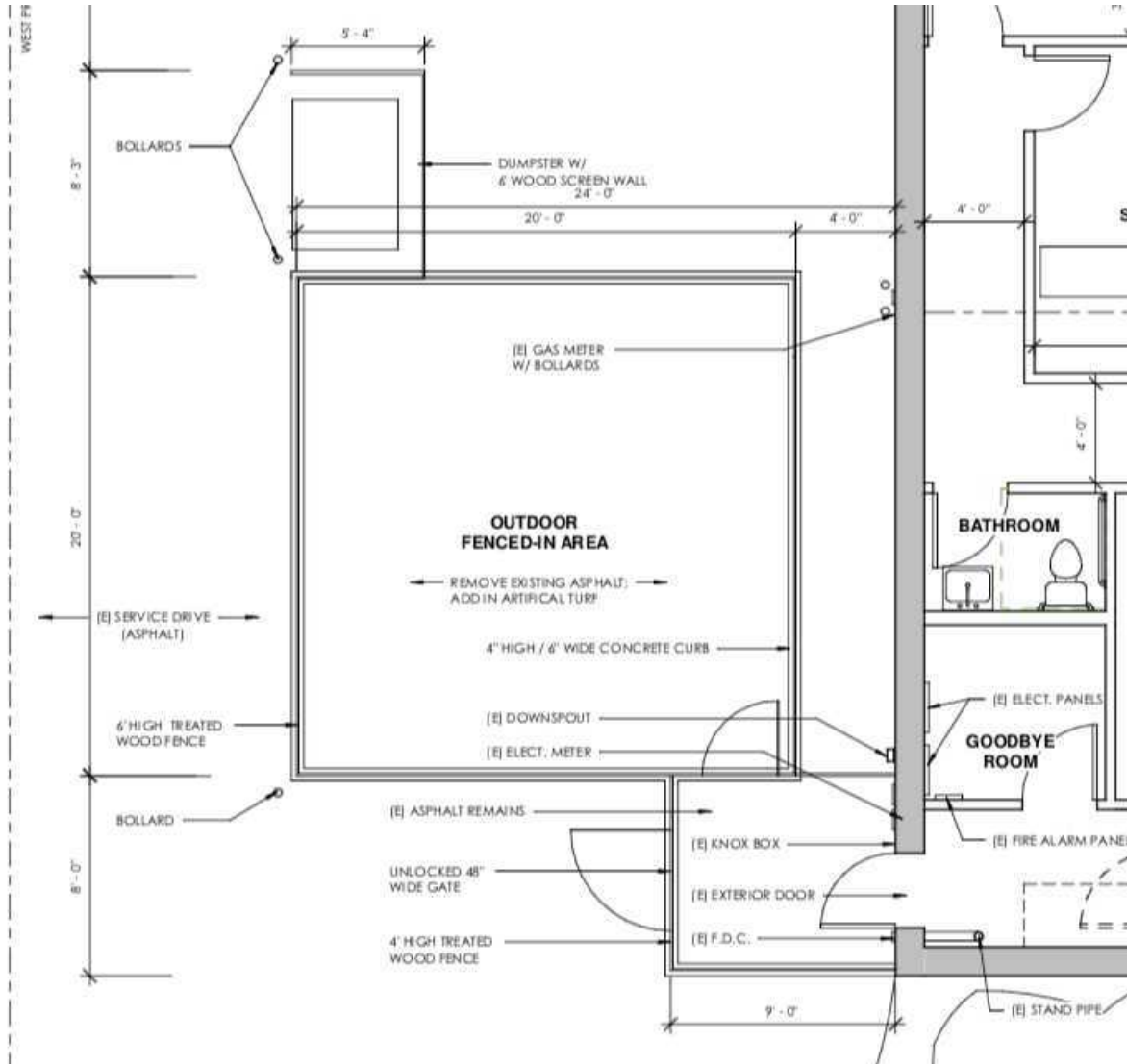
- A-102 – South and East Elevations
- A-103 – West Elevation

Applicant Contact Info:

9855 Parker, LLC
Attn: Ben Swanson
ben@coldsmokeinvestments.com
970-218-5219

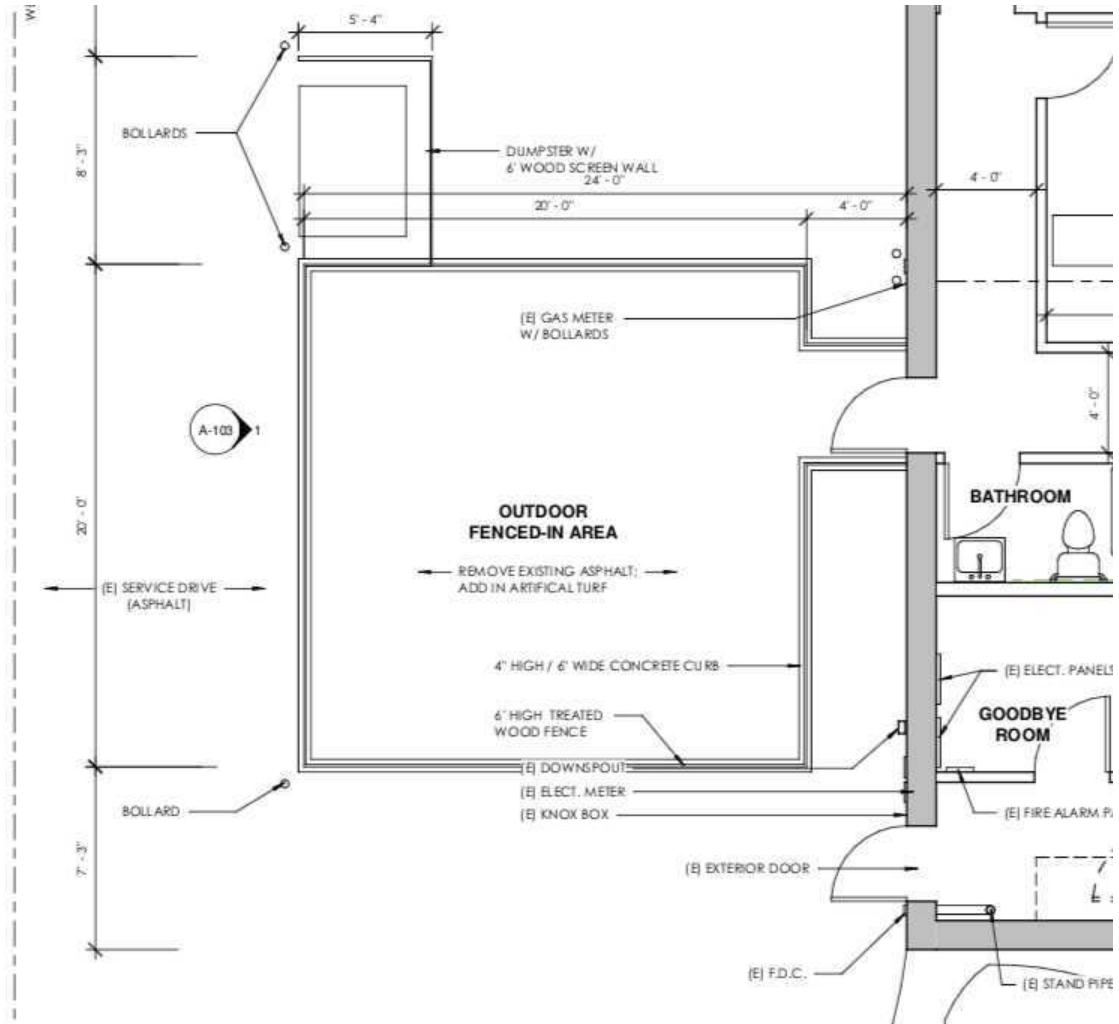
Inspire Animal Hospital
c/o Chris Gebhart
303.803.6898
chrisgebhart@gebhartstudio.com

[EXHIBIT A]
OUTDOOR AREA OPTION 1



NOTE: CONCEPTUAL DESIGN / SUBJECT TO CHANGE

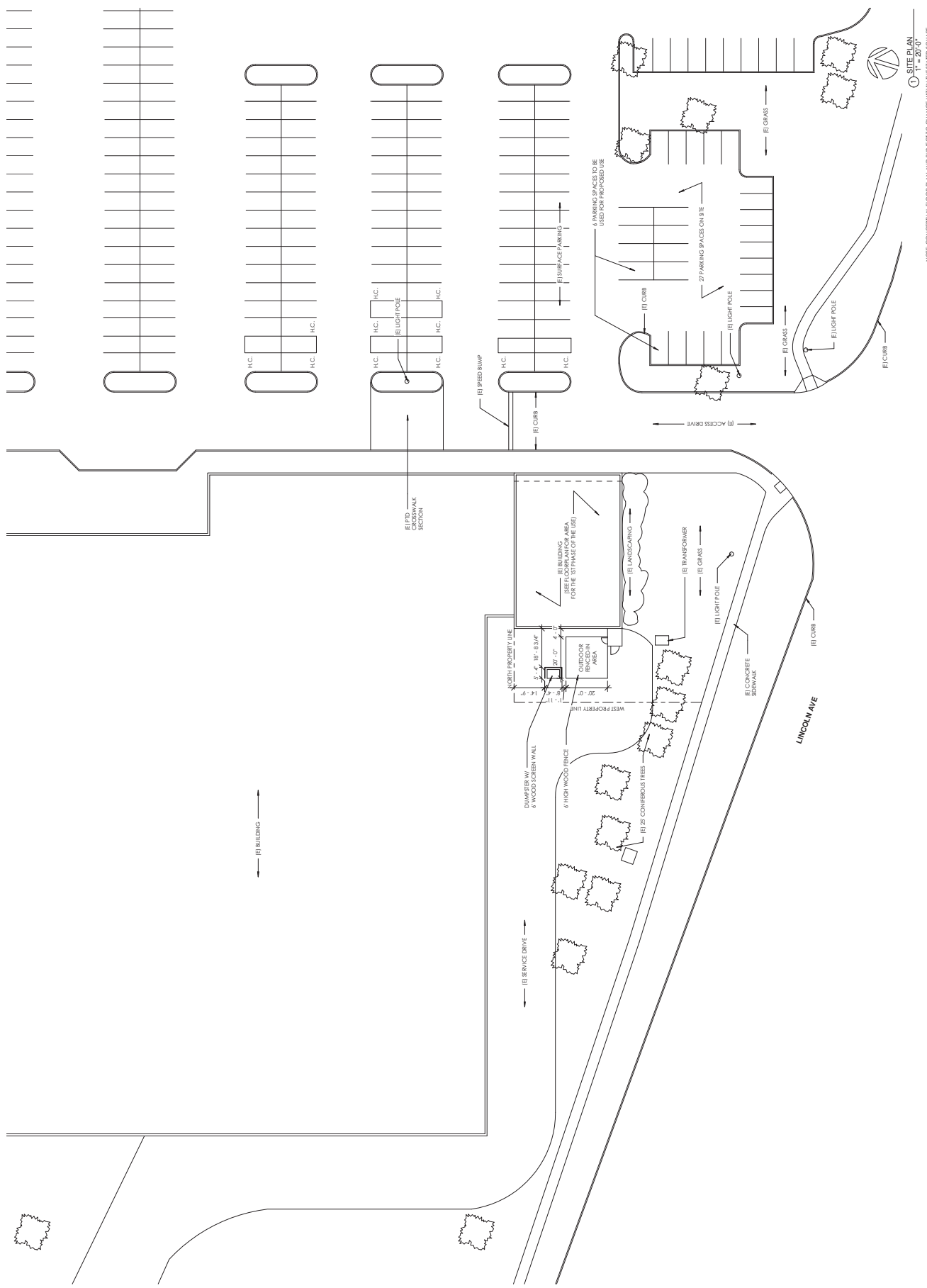
[EXHIBIT B]
OUTDOOR AREA OPTION 2

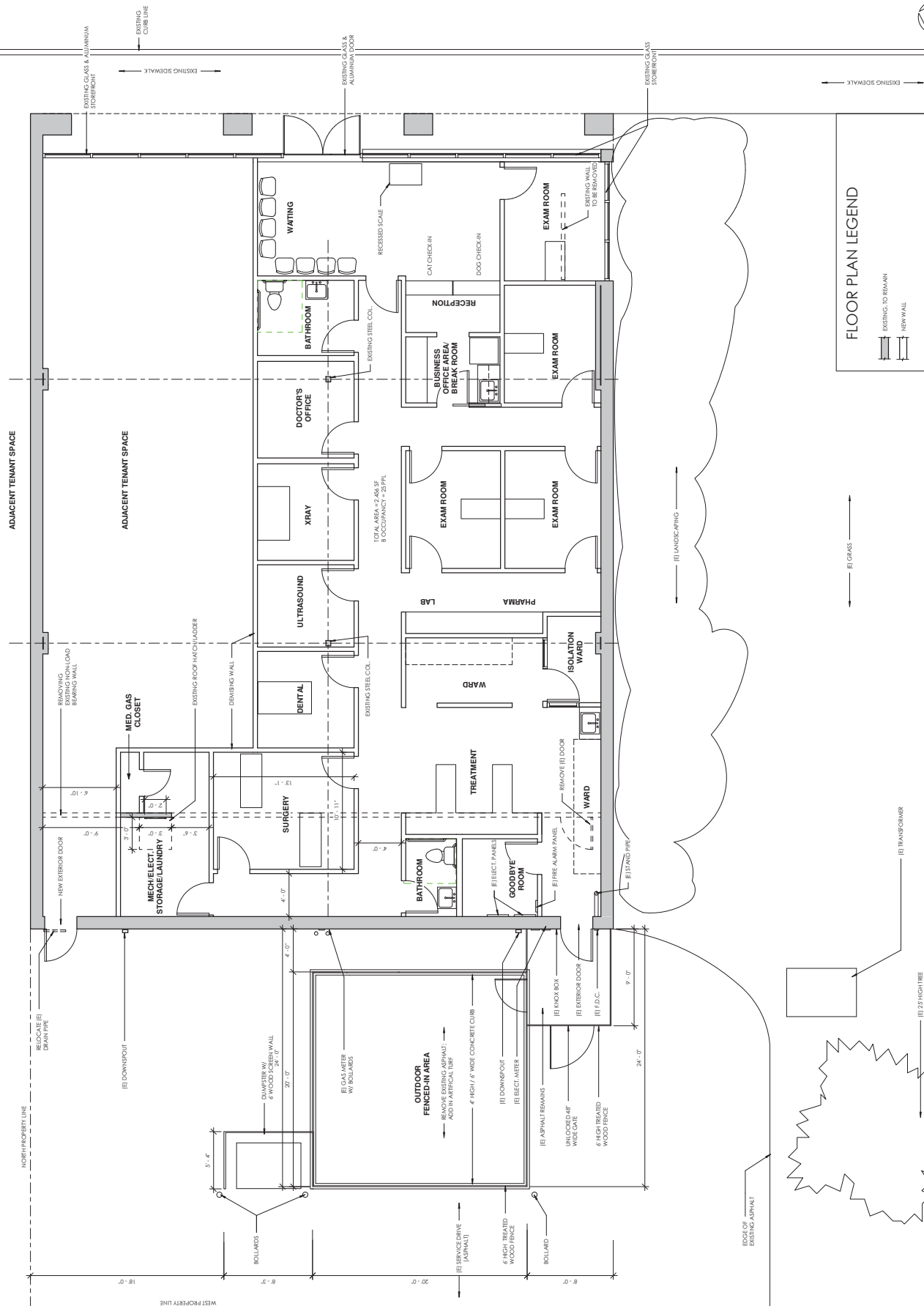


NOTE: CONCEPTUAL DESIGN / SUBJECT TO CHANGE

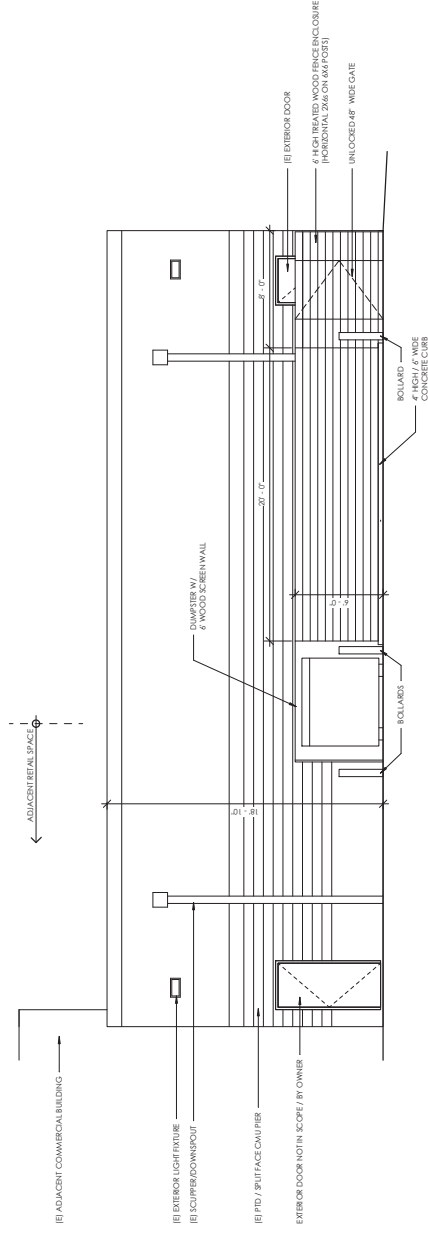
[EXHIBIT C]
SITE PLANS / FLOOR PLANS

[INTENTIONALLY BLANK – SEE FOLLOWING PAGES]





[illegible]



① WEST ELEVATION
1/4" = 1'-0"

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 CONSENT OF GERRARD STEEL CO. LLC.

[illegible]

Issue	SPECIAL REVIEW
Date	SEPT 17 2022
Drawn By	CMC

Checked by	CWG
Scale	1/4" = 1'-0"

EXTERIOR ELEVATIONS

A-103

NOTE: CONCEPTUAL FLOOR PLAN AND SUBJECT TO CHANGE WITHIN THE STATED SQUARE FOOTAGE - ONLY FOR USE BY SPECIAL REVIEW SUBMITTAL



INSPIRE ANIMAL HOSPITAL, PLLC

CLEANING AND DISINFECTING PROCEDURES

OCTOBER 2020

INSPIRE ANIMAL HOSPITAL, PLLC

CLEANING AND DISINFECTING PROCEDURES

The following general procedures are for cleaning and disinfecting the veterinary hospital to minimize the risk of disease transmission. The cleaning solution to be used for these procedures are the appropriate Rescue™ products or similar quality product(s).

THE 4 EASY STEPS TO PROPER DISINFECTION:

1. Pre-clean area by removing any visible soils, hair, etc.
2. Apply the Rescue™ disinfectant
3. Ensure surface remains wet for the required contact time
4. Allow surface to air dry or wipe dry

RESCUE™ CONCENTRATE DILUTION AND CONTACT TIMES

DAILY USE	BACTERICIDAL FUNGICIDAL (PARVO)	VIRUCIDAL	NON-FOOD CONTACT SURFACE SANITIZER
5 minutes @ 1:64	5 minutes @ 1:16	5 minutes @ 1:64	3 minutes @ 1:128
2 oz/gal	8 oz/gal	2 oz/gal	1 oz/gal
Surface should be visibly wet for contact time.			

NOTE: see attached reference guide for more information.

STANDARD CLEANING PROCEDURES

1. INTERIOR CLEANING

- Clean all windows and glass to ensure they are clean and streak-free
- Ensure that all desks are dusted and cleaned
- Empty trash cans regularly
- Vacuum lobby floor mats and have them cleaned regularly
- Sweep and mop the floors with appropriate disinfecting solution
- Sanitize mop heads on a daily/nightly basis

2. EXTERIOR CLEANING

- Scrub and disinfect the fencing and privacy panels that separate the play areas as well as the fence tops with appropriate disinfecting solution
- For any synthetic turf areas, please refer to the manufacturer's instructions for proper care of your synthetic grass. All artificial turf must be kept in good condition, free of hair build-up and worn out areas must be replaced as necessary.

3. FECAL MATTER CLEANUP

- Do not allow feces to accumulate in the outdoor area

- Fecal matter to be immediately cleaned up, disinfected with an appropriate hydrogen peroxide based product and then kept in a lid sealed container in the designated location
- To prevent accumulation of feces on-site, the feces to be regularly picked up by a third-party company that brings the feces to an off- site composting facility no less than twice per week

ATTACHMENTS

Attachment #1 – Disinfectant Reference Sheet

ATTACHMENT #1 – DISINFECTANT REFERENCE SHEET

RESCUE®

CONCENTRATE

ONE STEP DISINFECTANT CLEANER & DEODORIZER

Reference Sheet

For Veterinary Use

Manufactured by:
Virox Technologies Inc.
2770 Coventry Road
Oakville, ON Canada L6H 6R1
viroxanimalhealth.com



When used as directed, this product is highly effective against a wide variety of pathogenic microorganisms including bacteria, antibiotic-resistant bacteria, *viruses, fungi, mold and mildew. At a 1:16 dilution (8 oz. of product per gallon of water), in the presence of 200 ppm hard water, 5% serum load and 5 minute contact time, unless otherwise noted, this product kills the following on hard, non-porous inanimate surfaces:

BACTERICIDAL: 5 MINUTES @ 1:16

Acinetobacter baumannii
Escherichia coli O157:H7
Klebsiella pneumoniae
Listeria monocytogenes
Pseudomonas aeruginosa
Salmonella enterica (formerly known as *Salmonella choleraesuis*)
Shigella dysenteriae
Staphylococcus aureus
Streptococcus pyogenes

ANTIBIOTIC-RESISTANT BACTERICIDAL ACTIVITY:

Enterococcus faecium (Vancomycin Resistant (VRE))
Escherichia coli (Extended Spectrum Beta-lactamase resistance (ESBL))
Klebsiella pneumoniae (Carbapenem-resistant (KPC))
Staphylococcus aureus (CA-MRSA) (Genotype USA300)
Staphylococcus aureus (CA-MRSA) (Genotype USA400)
Staphylococcus aureus (MRSA)
Staphylococcus epidermidis (MRSE)
Streptococcus pneumoniae (Penicillin Resistant (PRSP))

*VIRUCIDAL: 5 MINUTES @ 1:64

At 1:16-1:64 dilution (2-8 oz. of product per gallon of water), in the presence of 200 ppm hard water, 5% serum load and 5 minute contact time, unless otherwise noted, this product kills the following on hard, non-porous inanimate surfaces:

Adenovirus type 8
Herpes simplex Type 2
Human Coronavirus
Influenza Type A₂
Norovirus (Feline Calicivirus as the surrogate)
Parainfluenza Type 3
Poliovirus Type 1
Respiratory Syncytial Virus
Rhinovirus Type 37, Strain 151-1
Rotavirus
Vaccinia Virus (smallpox vaccine virus)
Kills *Hepatitis B Virus (HBV) & *Hepatitis C Virus (HCV) when used as directed on hard, non-porous inanimate surfaces with a 5 minute contact time.
Kills *HIV-1 (AIDS virus) (HTLV-III_o) when used as directed on hard, non-porous inanimate surfaces with a 1 minute contact time.

*This product has demonstrated effectiveness against Influenza A virus and is expected to inactivate all Influenza A viruses including Pandemic 2009 H1N1 Influenza A virus.

VETERINARY *VIRUSES

Avian Influenza A (H3N2)
Canine Distemper virus
Canine Adenovirus
Canine Coronavirus
Canine Parainfluenza
Feline Infectious Peritonitis
Feline Picornavirus
Feline Rhinotracheitis virus
Pseudorabies virus
Equine Herpes virus type 1
Equine Influenza A (H3N8) virus
Porcine Respiratory & Reproductive Syndrome (PRRS) virus
Porcine Epidemic Diarrhea virus

*Canine Parvovirus: Kills *Canine Parvovirus when used as directed on hard, non-porous inanimate surfaces at a 1:16 dilution (8 oz. per gallon of water), and in the presence of a 5% serum load and 5 minute contact time.

*Canine Parvovirus: Kills *Canine Parvovirus when used as directed on hard, non-porous inanimate surfaces at a 1:32 dilution (4 oz. per gallon of water), and in the presence of a 5% serum load and 10 minute contact time.

*Minute Virus of Mice: Kills *Minute Virus of Mice when used as directed on hard, non-porous inanimate surfaces at a 1:16 dilution (8 oz. per gallon of water), and in the presence of a 5% serum load and 5 minute contact time.

FUNGICIDAL: 5 MINUTES @ 1:16

This product is fungicidal when used as directed on hard, non-porous inanimate surfaces at a 1:16 dilution (8 oz. per gallon of water), and in the presence of a 5% serum load and 5 minute contact time at 20°C (68°F).

Trichophyton mentagrophytes
Microsporum canis

MALODORS

Malodors – reduces odors and odor-causing bacteria on hard non-porous surfaces in restroom areas, behind and under sinks and counters, and storage areas and other places where bacterial growth can cause malodors, when used as directed at a 1:16 dilution (8 oz. of product per gallon of water), in the presence of 200 ppm hard water and a 30 seconds contact time.

MOLD/MILDEW

Mildewcidal Activity: Kills the growth of mold and mildew when diluted at 1:16 in 200 ppm hard water at a 10 minute contact time: *Aspergillus niger* and the odors caused by them when applied to hard, non-porous environmental surfaces.

Mildewstatic Activity: Controls and prevents the growth of mold and mildew when diluted at 1:16 in 200 ppm hard water at a 10 minute contact time: *Aspergillus niger* and the odors caused by them when applied to hard, non-porous environmental surfaces.

Si no puede leer en inglés, pregunte a su supervisor sobre las instrucciones de uso apropiadas antes de trabajar con este producto.

BROAD-SPECTRUM NON-FOOD CONTACT SANITIZER: 30 SECONDS @ 1:16

Sanitizing: When used as a non-food contact sanitizer at a 1:16 dilution (8 oz. of product per gallon of water), in the presence of 200 ppm hard water, 5% serum load, this product reduces the following bacteria by 99.9% with a 30 second contact time on hard non-porous inanimate surfaces:

Enterobacter aerogenes

Enterococcus faecalis (Vancomycin Resistant (VRE))

Escherichia coli (Extended Spectrum Beta-lactamase resistance (ESBL))

Listeria monocytogenes

Pseudomonas aeruginosa

Salmonella enterica (formerly known as *Salmonella choleraesuis*)

Staphylococcus aureus

BROAD-SPECTRUM NON-FOOD CONTACT SANITIZER: 3 MINUTES @ 1:128

Sanitizing: When used as a non-food contact sanitizer at a 1:128 dilution (1 oz. of product per gallon of water), in the presence of 200 ppm hard water, 5% serum load, this product reduces the following bacteria by 99.9% with a 3 minute contact time on hard non-porous inanimate surfaces:

Escherichia coli

Enterococcus faecalis

Klebsiella pneumoniae

Listeria monocytogenes

Pseudomonas aeruginosa

Salmonella enterica (formerly known as *Salmonella choleraesuis*)

Staphylococcus aureus

BACTERICIDAL STABILITY OF USE-SOLUTION

Tests show this product as a disinfectant, when diluted at 1:16 dilution (8 oz. of product per gallon of water) in 200 ppm hard water, in the presence of 5% serum, remains effective against *Staphylococcus aureus*, *Salmonella enterica* (formerly known as *Salmonella choleraesuis*) and *Pseudomonas aeruginosa* for up to 90 days in storage as long as the bottle remains sealed.

If the use-solution becomes visibly dirty or contaminated, it must be discarded and a fresh product prepared. Always use clean, dry containers when diluting this product. Treated surfaces must remain wet for 5 minutes.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

*This product kills HBV, HCV and HIV-1 on pre-cleaned environmental surfaces/objects previously soiled with blood/body fluids in health care settings and other settings in which there is an expected likelihood of soiling of inanimate surfaces/objects with blood or body fluids, and in which the surfaces/objects likely to be soiled with blood or body fluids can be associated with the potential for transmission of Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and Human Immunodeficiency Virus Type 1 (HIV-1) (associated with AIDS).

SPECIAL INSTRUCTIONS FOR CLEANING AND DECONTAMINATION AGAINST HBV, HCV and HIV-1 OF SURFACES/OBJECTS SOILED WITH BLOOD/BODY FLUIDS.

Personal Protection: Disposable latex or vinyl gloves, gowns, face masks, and eye coverings, must be worn during all cleaning of body fluids, blood, and decontamination procedures.

Cleaning Procedures: Blood and body fluids must be thoroughly cleaned from surfaces and objects before application of this product.

Contact Time: Allow surface to remain wet for 1 minute to kill HIV-1, and for 5 minutes to kill HBV and HCV.

Disposal of Infectious Material: Cleaning materials used that may contain blood and other body fluids must be autoclaved and disposed of according to Federal, State, and local regulations for infectious waste disposal.

For use as a *Virucide: Dilute at 2 – 8 oz. of product per gallon of water (1:16 – 1:64). **1.** Pre-clean heavily soiled areas. **2.** Apply Use Solution until thoroughly wet. **3.** Let stand for 5 minutes. **4.** Wipe surfaces and let air dry.

To Kill *Minute Virus of Mice: Dilute at 8.0 oz. of product per gallon of water (Dilute 1:16). **1.** Pre-clean heavily soiled areas. **2.** Apply Use Solution until thoroughly wet. **3.** Let stand for 5 minutes. **4.** Wipe surfaces and let air dry.

To Kill *Canine Parvovirus: Dilute at 4.0 oz. of product per gallon of water (1:32). **1.** Pre-clean heavily soiled areas. **2.** Apply Use Solution until thoroughly wet. **3.** Let stand for 10 minutes. **4.** Wipe surfaces and let air dry.

To Kill Mold and Mildew: Dilute at 8.0 oz. of product per gallon of water (1:16). Pre-clean surfaces. Apply Use Solution to hard, non-porous environmental surfaces. Allow surfaces to remain wet for 10 minutes. Wipe surfaces and let air dry.

To Control Mold and Mildew: Dilute at 8.0 oz. of product per gallon of water (1:16). Apply Use Solution to pre-cleaned hard, non-porous environmental surfaces. Wipe surfaces and let air dry. Repeat application weekly or when growth reappears.

To Kill Fungi: Dilute at 8.0 oz. of product per gallon of water (1:16). Pre-clean heavily soiled areas. Apply Use Solution to hard, non-porous environmental surfaces. Allow surface to remain wet for 5 minutes. Wipe surfaces and let air dry.

To Sanitize Non-Food Contact Surfaces: Dilute at 8.0 oz. of product per gallon of water (Dilute 1:16). **1.** Pre-clean heavily soiled hard non-porous surfaces. **2.** Apply Use Solution until thoroughly wet. **3.** Let stand for 30 seconds. **4.** Wipe surfaces and let air dry. **5.** Not for use on food contact surfaces or on food preparation areas.

To Sanitize Non-Food Contact Surfaces: Dilute at 1.0 oz. of product per gallon of water (Dilute 1:128). **1.** Pre-clean heavily soiled hard non-porous surfaces. **2.** Apply Use Solution until thoroughly wet. **3.** Let stand for 3 minutes. **4.** Wipe surfaces and let air dry. **5.** Not for use on food contact surfaces or on food preparation areas.

For Treatment of Animal Housing Facilities: Dilute at 8.0 oz. of product per gallon of water (1:16).

1. Remove all animals and feeds from areas being treated.
2. Remove all litter and manure from floors, walls and surfaces of barns, pens, stalls, chutes, and other facilities occupied or traversed by animals.
3. Empty or cover all troughs, racks and other feeding and watering appliances.
4. Thoroughly clean all surfaces with soap or detergent and rinse with water.
5. Apply fresh Use Solution to floors, walls, cages and other washable hard, non-porous environmental surfaces. For smaller surfaces, use a trigger spray bottle to spray all surfaces with solution until wet. To disinfect, all surfaces must remain wet for 5 minutes.
6. Immerse all halters, ropes, and other types of equipment used in handling and restraining animals, as well as forks, shovels, and scrapers used for removing litter and manure.
7. Ventilate buildings and other closed spaces. Do not house animals or re-employ equipment until product has dried.
8. For disinfection of feed racks, troughs, automatic feeders, fountains and watering appliances scrub with use-solution, let stand 5 minutes. Then thoroughly scrub all treated surfaces with soap or detergent and rinse with potable water before reuse.



Request for Town Council Action

Date: November 16, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **COTTONWOOD HIGHLANDS FILING 7**

Applicant: LAI Design Group

Location: Generally located on the south side of Cottonwood Drive between Chambers Road and Jordan Road

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB19-0051

EXECUTIVE SUMMARY

The subject property is Filing 7 of the Cottonwood Highlands Planned Development (PD) located on the south side of Cottonwood Drive between Jordan Road and Chambers Road. The Town Council approved the Filing 7 Sketch and Preliminary Plan for a planned residential development of attached single-family homes with multiple parks, trails and open space in late 2019. The applicant, is requesting Final Plat approval for the planned residential development. Final Plat applications are typically administrative, but Town Council approval is required in this instance because of the need to vacate a portion of Lanceleaf Street within the development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 2003 as part of the Cottonwood Highlands PD. The Town Council approved the Cottonwood Highlands Filing 7 Sketch and Preliminary Plan for a planned residential development of 236 lots for attached single-family homes (duplexes) in October 2019. The planned residential development will also include 6.3 acres of parks and 2.6 acres of open space with trails as required by the Land Development Ordinance and the Cottonwood Highlands Annexation Agreement.

The proposed Final Plat is consistent with the Sketch and Preliminary Plan that was approved by the Town Council in 2019. All lot sizes, open space, parks, trails and engineering requirements outlined within the Annexation Agreement, PD zoning and Land Development Ordinance have been satisfied.

When the property was originally platted as Cottonwood Highlands Filing No. 5 in 2016, Lanceleaf Street was dedicated with a width of 80 feet. Since this time, the Town changed the classification of this roadway. With this reclassification, the right-of-way width was reduced to 60 feet. Due to this change, the applicant and the Town Engineering Department have agreed to reduce the width of the Lanceleaf Street right-of-way. Therefore, twenty (20) feet of the Lanceleaf Street right-of-way will be vacated as a part of this Final Plat application requiring Town Council approval as part of a public hearing.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. VicinityMap
2. Cottonwood Highlands F7 Final Plat
3. Cottonwood Highlands F7_Final Plat_Landscape and Irrigation Plan
4. Cottonwood Highlands F7 Subdivision Agreement

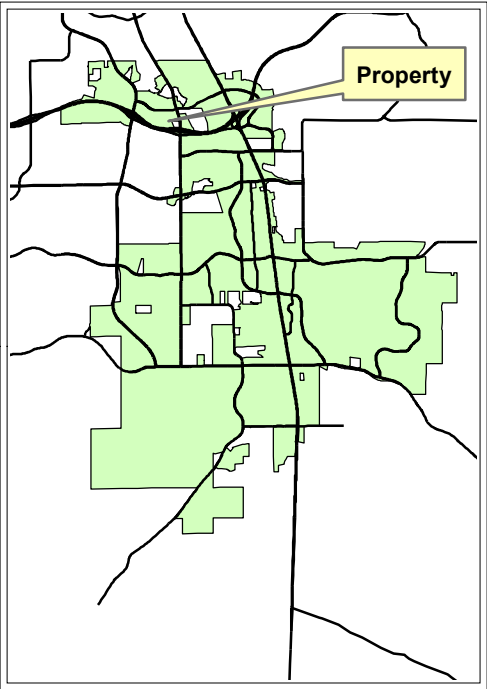
RECOMMENDED MOTION

1. I move to approve the Cottonwood Highlands Filing 7 - Final Plat, based upon staff findings.
2. I move to approve the Subdivision Agreement.

Cottonwood Highlands Filing No. 7

Final Plat

Final Plat
Case No. SUB19-051



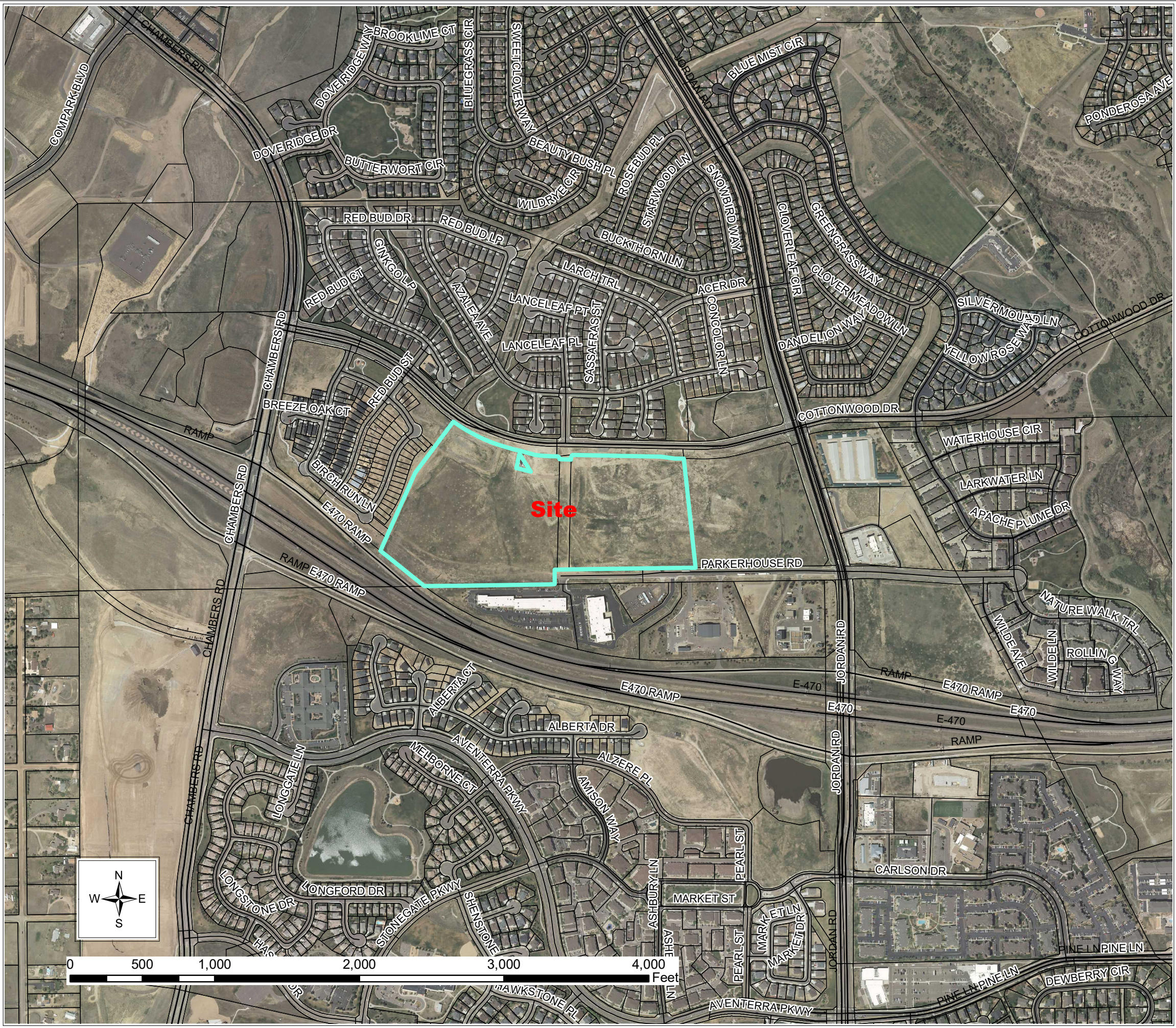
Legend

-  Site
-  Roads

Narrative:
Proposed Final Plat to create 104 single-family residential lots and 17 parks and open space tracts on 39.9975 acres located within the Cottonwood Highlands Planned Development. In addition, the plat vacates a portion of the Lanceleaf Street right-of-way which was dedicated to the Town.

Planner: Stacey Nerger
Hearing Schedules:

Town Council:
November 16, 2020



COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

LEGAL DESCRIPTION

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 AT RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO BEAR NORTH 00°25'12" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 261.20 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°44'09", A RADIUS OF 1225.48 FEET, AN ARC LENGTH OF 61.36 FEET, THE CHORD OF WHICH BEARS NORTH 51°51'39" WEST, A DISTANCE OF 61.36 FEET;

THENCE NORTH 50°59'35" WEST, A DISTANCE OF 329.01 FEET;
THENCE NORTH 24°06'11" EAST, A DISTANCE OF 586.65 FEET;
THENCE NORTH 36°34'06" EAST, A DISTANCE OF 443.83 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 517.01 FEET, THE CHORD OF WHICH BEARS SOUTH 66°44'08" EAST, A DISTANCE OF 513.21 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 74°16'09" EAST, A DISTANCE OF 100.83 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°28'41", A RADIUS OF 1242.00 FEET, AN ARC LENGTH OF 118.75 FEET, THE CHORD OF WHICH BEARS SOUTH 86°09'31" EAST, A DISTANCE OF 118.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 32.70 FEET;
THENCE NORTH 84°52'51" EAST, A DISTANCE OF 110.73 FEET;
THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 606.85 FEET;
THENCE SOUTH 81°46'51" EAST, A DISTANCE OF 96.86 FEET;
THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 60.89 FEET;
THENCE SOUTH 06°11'13" EAST, A DISTANCE OF 757.63 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 974.95 FEET;
THENCE SOUTH 00°52'04" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 640.75 FEET TO THE POINT OF BEGINNING;

EXCEPT LOT 1, SAID COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,

CONTAINING A CALCULATED AREA OF 1,742,290 SQUARE FEET OR 39.9975 ACRES, MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COTTONWOOD HIGHLANDS FILING NO. 7. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION, AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES.

THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

UTILITY EASEMENT ACKNOWLEDGEMENT

THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. § 1531, et seq., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

OWNER: LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

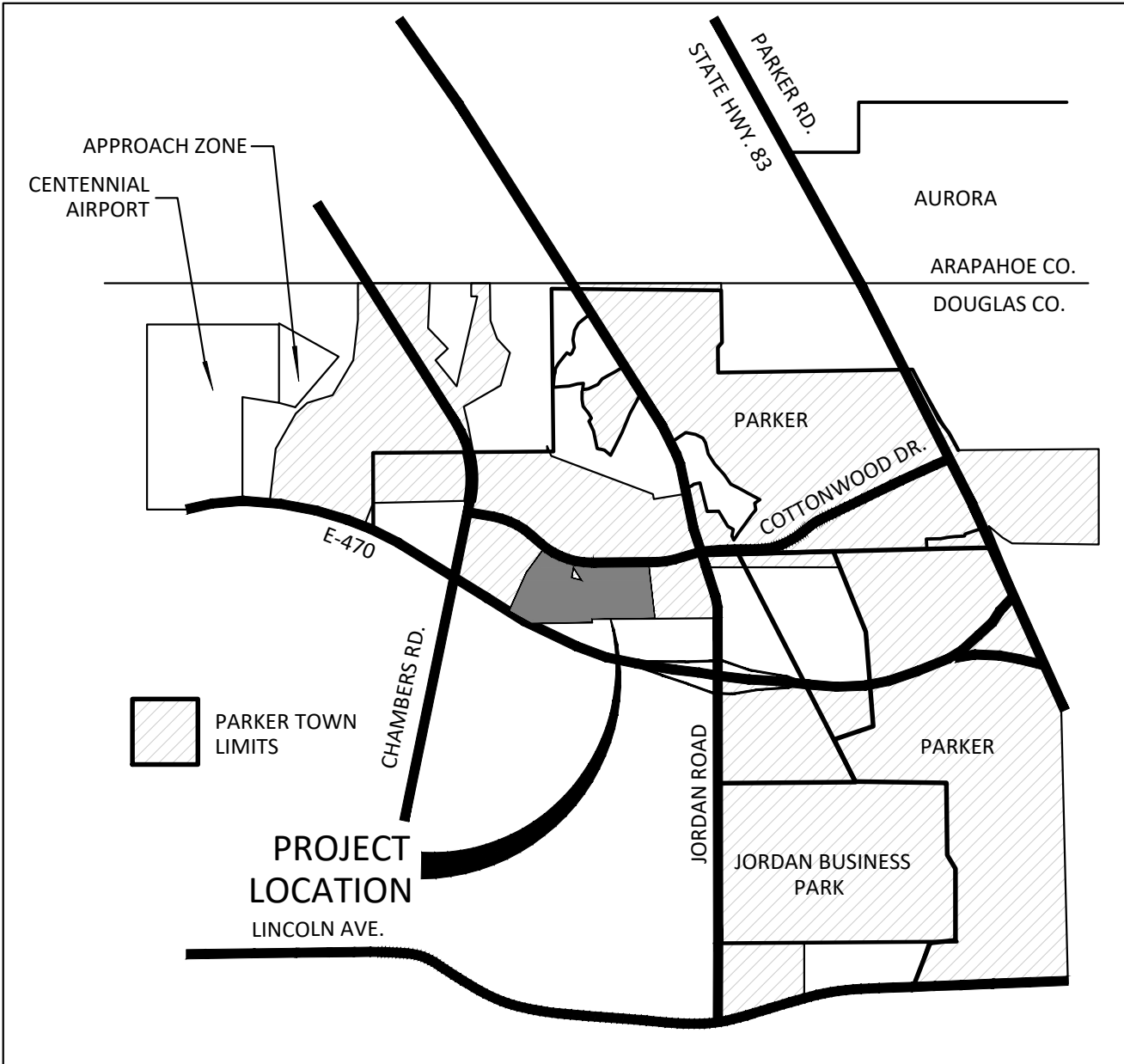
STATE OF COLORADO }
COUNTY OF _____ } SS

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

OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
ADDRESS _____



VICINITY MAP

(NOT TO SCALE)

LOT SIZE SUMMARY TABLE

MINIMUM LOT SIZE:	2,988 S.F. (0.069 ACRES)
MAXIMUM LOT SIZE:	5,931 S.F. (0.136 ACRES)
AVERAGE LOT SIZE:	3,616 S.F. (0.083 ACRES)

COTTONWOOD DRIVE SETBACK TABLE

MINIMUM LOT SETBACK:	43.7 FEET
MAXIMUM LOT SETBACK:	51.2 FEET
AVERAGE LOT SETBACK:	46.1 FEET

LANCELEAF STREET SETBACK TABLE

MINIMUM LOT SETBACK:	15.0 FEET
MAXIMUM LOT SETBACK:	85.8 FEET
AVERAGE LOT SETBACK:	29.8 FEET

PARKERHOUSE ROAD SETBACK TABLE

MINIMUM LOT SETBACK:	45.0 FEET
MAXIMUM LOT SETBACK:	46.6 FEET
AVERAGE LOT SETBACK:	46.4 FEET

SURVEYOR'S CERTIFICATE

I, BRIAN J PFOHL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HIGHLANDS FILING NO. 7, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 19TH DAY OF MAY, 2020, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A QUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON _____, 20____

BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N, GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



TITLE VERIFICATION

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO: NCS-1013711-CO WITH AN EFFECTIVE DATE OF MAY 13, 2020 AT 5:00 P.M.

BY: _____

SATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020,

BY _____ OF _____.

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

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION STATEMENT

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON AUGUST 22, 2019.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION _____ DATE _____

APPROVAL OF TOWN COUNCIL

TRACT A OF COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, TRACT A OF COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1 AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A ARE HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR WHERE APPLICABLE, THE PLANNING DIRECTOR AND ENGINEERING DIRECTOR OF THE TOWN OF PARKER, COLORADO ON THE _____ DAY OF _____, 20____ FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2017037061 AND RECEPTION NO. 2018059048. THE DEDICATIONS ARE HEREBY ACCEPTED.

THE 80 FOOT RIGHT-OF-WAY FOR LANCELEAF STREET AND THE SLOPE EASEMENT DEDICATED ON THE PLAT OF COTTONWOOD HIGHLANDS FILING NO. 5 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2016004595 AND THE INTERIM DETENTION EASEMENT GRANTED ON THE PLAT OF COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2017037061 WHICH ARE NOTED HEREIN AS "VACATED BY THIS PLAT" ARE HEREBY VACATED THIS _____ DAY OF _____, 2020.

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

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

ATTEST: _____
MAYOR, TOWN OF PARKER _____ TOWN CLERK _____

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____

AT _____ O'CLOCK _____M., AND WAS RECORDED AT RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

DATE	REVISIONS
10/06/2020	ATTEC COMMENTS 10/04/2020
09/17/2020	ATTEC COMMENTS 09/09/2020
08/22/2020	NEW TITLE COMMITMENT
05/22/2020	REVISED PER TOWN COMMENTS
03/06/2020	FIRST SUBMITTAL COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com
Civil Engineering & Geospatial Services | Surveying | Construction Management | Water Resource Management

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: N/A
SHEET 1 OF 7 LE.PK003.03

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

NOTES

- NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY – COMMITMENT NO: NCS-1013711-CO WITH AN EFFECTIVE DATE OF MAY 13, 2020 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS:** THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°25'12" WEST AS MONUMENTED AND SHOWN HEREON.
- FLOODPLAIN:** THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS – DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) – MAP NUMBER 08035C0066G WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016.
- OWNER WAIVES, REMISES, AND RELEASES ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, G, H, J, K, L, M, N, P, Q AND R FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.

NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- THIS SUBDIVISION IS SUBJECT TO THE AVIGATION AND HAZARD EASEMENT RECORDED IN BOOK 418 AT PAGE 436 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- THIS FINAL PLAT CONSISTS OF 104 LOTS AND 17 TRACTS WITHIN THE PROPOSED ±39.997 ACRE DEVELOPMENT.
- TRACTS A THROUGH Q WILL BE CONVEYED TO THE HOME OWNERS ASSOCIATION BY SEPARATE DEED WHEN REQUIRED.
- THE MAINTENANCE OF THE TRACTS DEDICATED FOR USE AS ACCESS EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE WILL INCLUDE, BUT NOT BE LIMITED TO, SNOW REMOVAL. ALL SNOW WITH A DEPTH OF 4 INCHES OR MORE SHALL BE REMOVED FROM THE ACCESS TRACTS. MAINTENANCE OF ANY LANDSCAPING ADJACENT TO THE ACCESS ROAD TRACTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. THE HOMEOWNER'S ASSOCIATION SHALL RETAIN THE ABILITY TO MAINTAIN LANDSCAPING ADJACENT TO THE ACCESS ROAD TRACTS SHOULD IT BE NECESSARY.
- AN 8 FOOT FENCE SETBACK FROM THE LOT LINES ARE REQUIRED ON ALL RESIDENTIAL LOTS ADJACENT TO STREETS.
- TRACT S IS HEREBY ESTABLISHED AS A PARCEL TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE COTTONWOOD HIGHLANDS FILING NO. 7 CONSTRUCTION PLANS.
- MONUMENT SIGN, MASONRY FENCE COLUMNS, WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.

TRACT SUMMARY TABLE				
TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	54,482	1.251	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
B	55,524	1.275	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
C	21,010	0.482	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
D	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
E	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
F	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
G	2,297	0.053	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
H	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
J	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
K	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
L	4,368	0.100	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
M	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
N	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
P	3,232	0.074	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
Q	18,799	0.432	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
R	100,577	2.309	DETENTION POND (UTILITY, LANDSCAPE, DRAINAGE)	COTTONWOOD HIGHLANDS METROPOLITAN DISTRICT NO. 1
S	924,132	21.215	FUTURE DEVELOPMENT	LENNAR COLORADO
TOTAL	1,210,276	27.784		

LAND USE SUMMARY TABLE			
LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS	374,518	8.598	21.50%
PUBLIC RIGHT-OF-WAY	157,495	3.616	9.04%
ACCESS ROADS	31,385	0.721	1.80%
PARK TRACTS	95,333	2.189	5.47%
OPEN SPACE TRACTS	58,850	1.351	3.38%
DETENTION POND TRACT	100,577	2.309	5.77%
FUTURE DEVELOPMENT	924,132	21.215	53.04%
OVERALL SITE TOTAL:	1,742,290	39.997	100%



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS
10/06/2020	AZTEC COMMENTS 10/04/2020
09/17/2020	AZTEC COMMENTS 09/09/2020
09/17/2020	AZTEC COMMENTS 09/09/2020
05/22/2020	NEW TITLE COMMITMENT
05/06/2020	REVISED PER TOWN COMMENTS
03/06/2020	FIRST SUBMITTAL COMMENTS

Manhard

CONSULTING

7600 East Orchard Road, Suite 150, Greenwood Village, CO 80111, ph:303.768.0600 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

COTTONWOOD HIGHLANDS FILING NO. 7

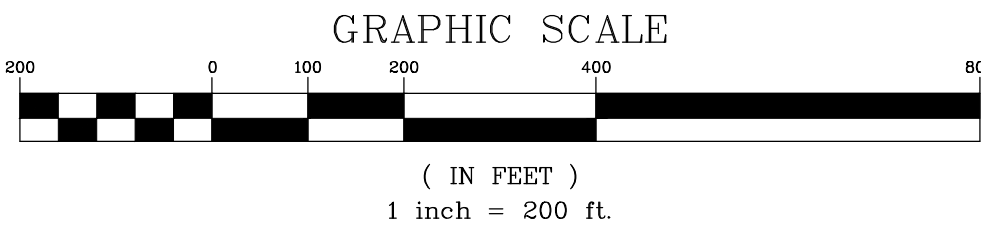
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: N/A
SHEET
2 OF 7
LE.PKC003.03

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES

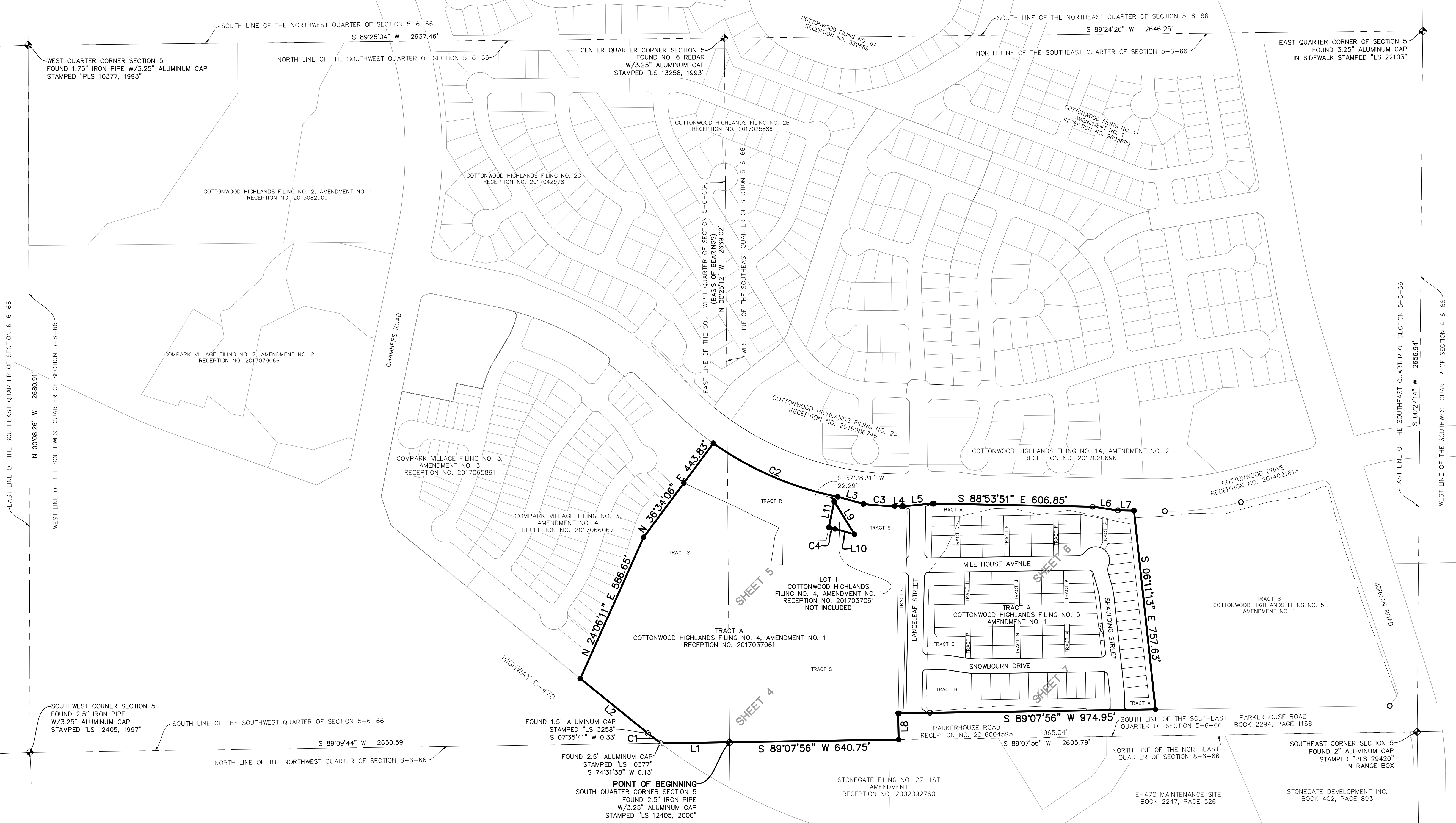


LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°09'44"W	261.20'
L2	N50°59'35"W	329.01'
L3	S74°16'09"E	100.83'
L4	S88°53'51"E	32.70'
L5	N84°52'51"E	110.73'
L6	S81°46'51"E	96.86'
L7	S88°53'51"E	60.89'
L8	S00°52'04"E	100.00'
L9	S31°45'01"E	146.92'
L10	N74°16'09"W	77.23'
L11	N11°40'29"E	100.09'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	001°44'09"	2025.48'	61.36'	N51°51'39"W	61.36'
C2	024°05'00"	1230.00'	517.01'	S66°44'08"E	513.21'
C3	005°28'41"	1242.00'	118.75'	S86°09'31"E	118.70'
C4	002°36'19"	527.50'	23.99'	N75°34'19"W	23.98'

LEGEND

- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- - - = EX. LOT LINE
- - - = EX. EASEMENT LINE
- |--- = EX. ACCESS LIMITATION LINE
- - - = PR. LOT LINE
- - - = SIGHT DISTANCE LINE
- ◆ = SECTION CORNER
- ⊙ = FOUND ALUMINUM CAP AS NOTED
- = FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
- = SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION
- U.E. = UTILITY EASEMENT
- S.E. = SIDEWALK EASEMENT



FOR AND ON BEHALF OF
MANHARD CONSULTING

DRAWN BY		REVISED	
DATE			
10/06/2020	ATTEC COMMENTS 10/04/2020		
09/17/2020	ATTEC COMMENTS 09/09/2020		
08/11/2020	ATTEC COMMENTS 08/05/2020		
05/22/2020	NEW TITLE COMMITMENT		
05/06/2020	REVISED PER TOWN COMMENTS		
03/06/2020	FIRST SUBMITTAL COMMENTS		

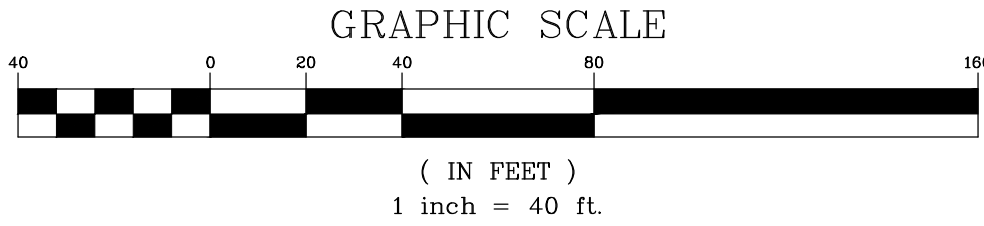
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COTTONWOOD HIGHLANDS FILING NO. 7
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
FINAL PLAT

PROJ. MGR.: JMR	SHEET
PROJ. ASSOC.: BJP	3 OF 7
DRAWN BY: TGS	LE.PKC003.03
DATE: 12/02/19	
SCALE: 1" = 200'	

October 6, 2020 -- 13:54 Draw Name: p:\Verisec\03\Draw\Surf\final\drawn\Map of subdivision\fig no. 7 final.plt\04-LEN\PKC003.01-PS.dwg Updated By: BPratt

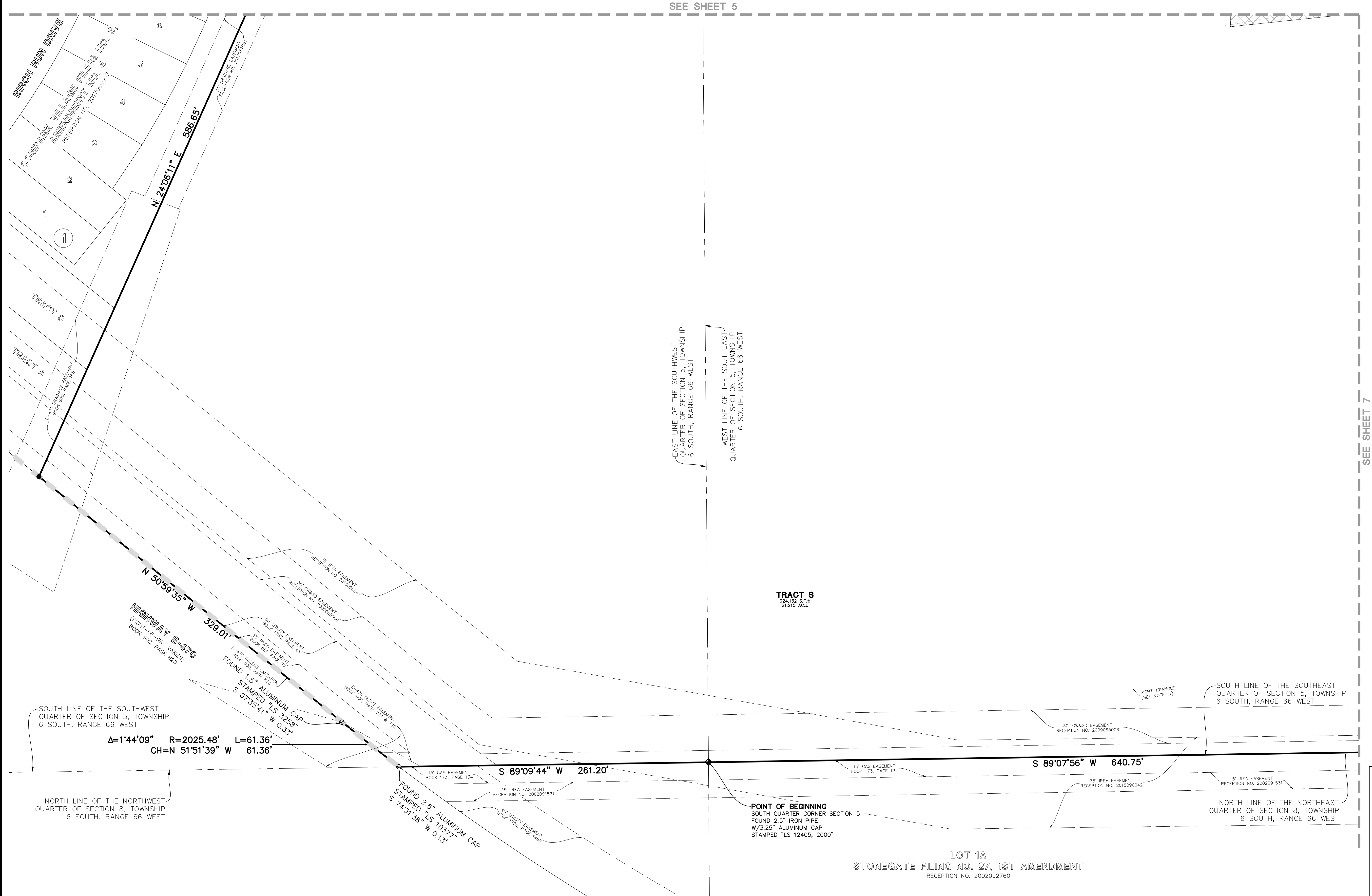


COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES

LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. EASEMENT LINE
- EX. ACCESS LIMITATION LINE
- PR. LOT LINE
- SIGHT DISTANCE LINE
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FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	BY	DATE
10/06/2020	ATTEC COMMENTS	10/04/2020	BJP
09/17/2020	ATTEC COMMENTS	09/09/2020	BJP
09/11/2020	ATTEC COMMENTS	09/09/2020	BJP
05/22/2020	NEW TITLE COMMITMENT		TGS
05/06/2020	REVISED PER TOWN COMMENTS		TGS
03/06/2020	FIRST SUBMITTAL COMMENTS		TGS

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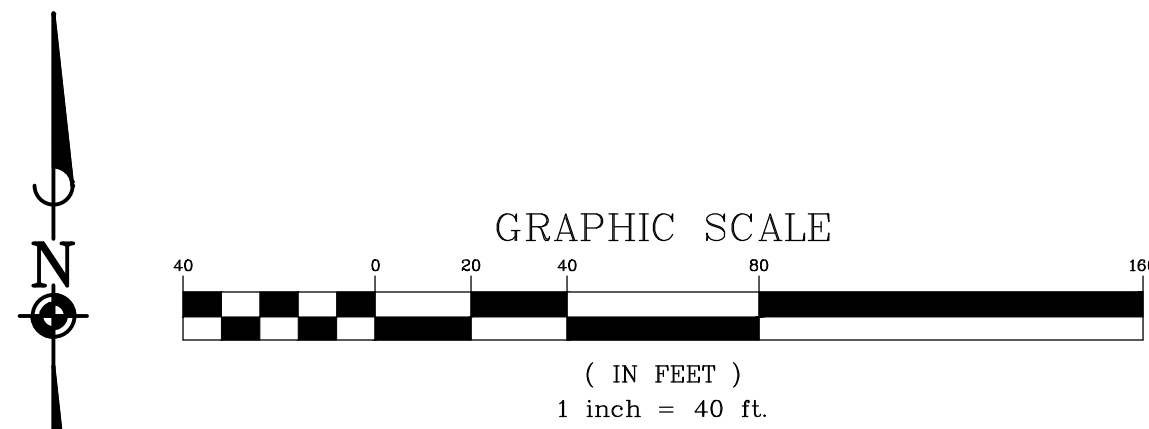
COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR	PROJ. ASSOC.: BJP
DRAWN BY: TGS	DATE: 12/02/19
SCALE: 1" = 40'	SHEET 4 OF 7
LE.PKC003.03	

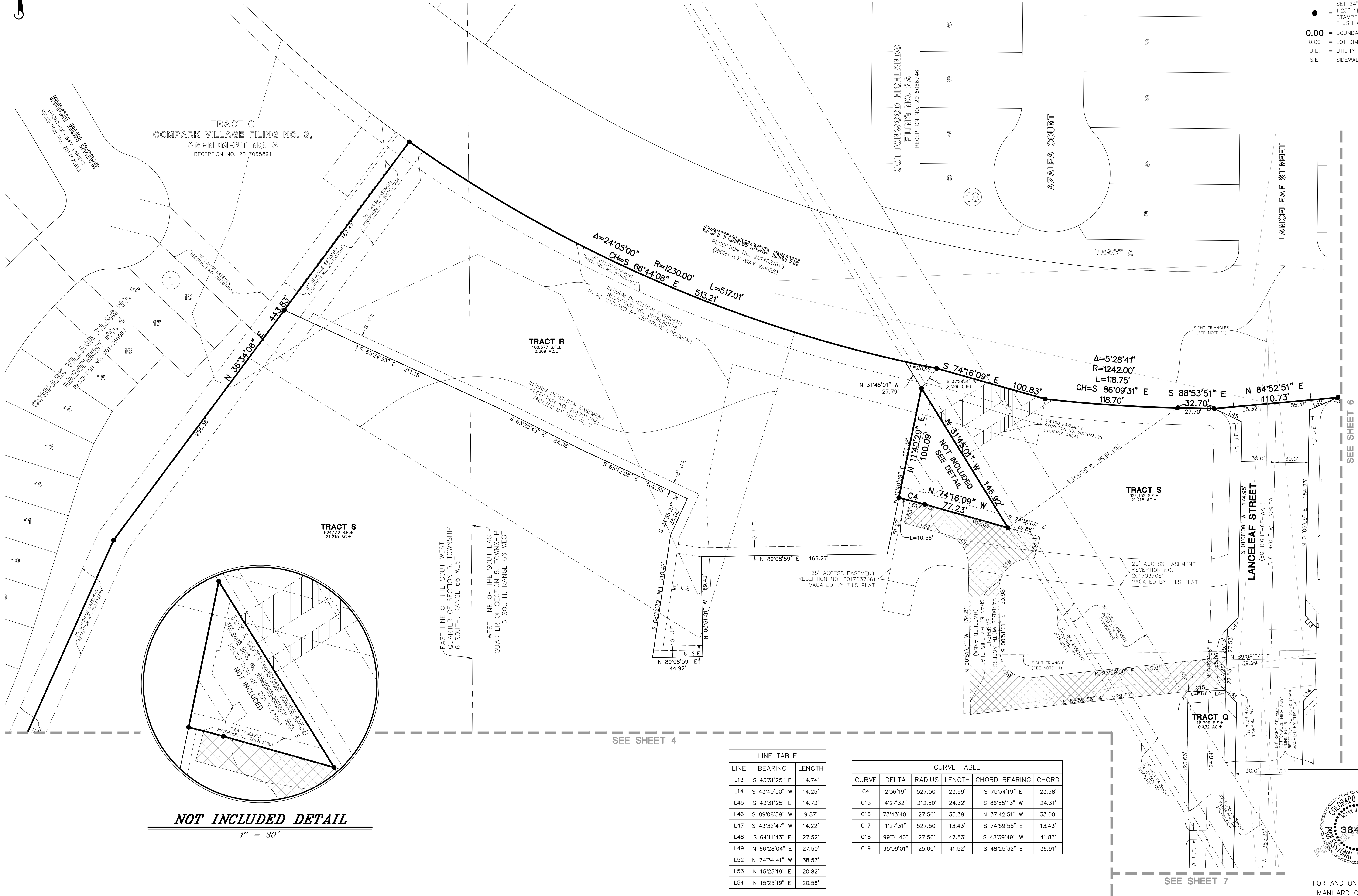
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COTTONWOOD HIGHLANDS FILING NO. 7

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SEE SHEET 4

SEE SHEET 7

LINE TABLE		
LINE	BEARING	LENGTH
L13	S 43°31'25" E	14.74'
L14	S 43°40'50" W	14.25'
L45	S 43°31'25" E	14.73'
L46	S 89°08'59" W	9.87'
L47	S 43°32'47" W	14.22'
L48	S 64°11'43" E	27.52'
L49	N 66°28'04" E	27.50'
L52	N 74°34'41" W	38.57'
L53	N 15°25'19" E	20.82'
L54	N 15°25'19" E	20.56'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C4	2°36'19"	527.50'	23.99'	S 75°34'19" E	23.98'
C15	4°27'32"	312.50'	24.32'	S 86°55'13" W	24.31'
C16	73°43'40"	27.50'	35.39'	N 37°42'51" W	33.00'
C17	1°27'31"	527.50'	13.43'	S 74°59'55" E	13.43'
C18	99°01'40"	27.50'	47.53'	S 48°39'49" W	41.83'
C19	95°09'01"	25.00'	41.52'	S 48°25'32" E	36.91'



FOR AND ON BEHALF OF
MANHARD CONSULTING

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

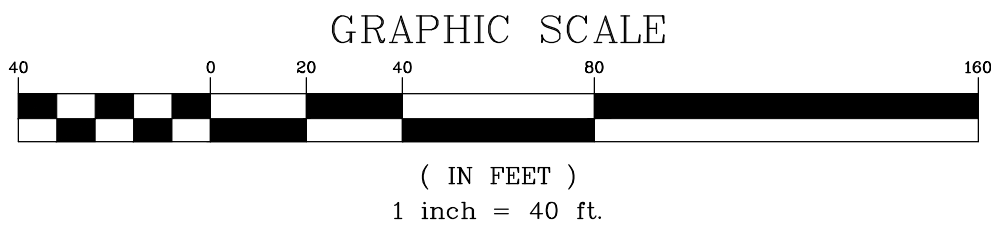
PROJ. MGR.: JMR
PROJ. ASSOC.: B.P.I.
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'
SHEET
5 OF 7
LE.PKC003.03

REVISIONS		DATE	BY	REVISIONS
10/06/2020	ATTEC COMMENTS	10/04/2020	B.P.I.	
09/17/2020	ATTEC COMMENTS	09/09/2020	B.P.I.	
05/22/2020	NEW TITLE COMMITMENT	05/22/2020	TGS	
05/06/2020	REVISED PER TOWN COMMENTS	05/06/2020	TGS	
03/06/2020	FIRST SUBMITAL COMMENTS	03/06/2020	TGS	

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CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C5	74°51'36"	47.00'	61.41'	N 53°25'13" W	57.13'
C6	9°48'12"	340.00'	58.17'	N 11°05'19" W	58.10'
C11	49°43'41"	40.00'	34.72'	S 64°17'09" W	33.64'
C12	37°56'19"	40.00'	26.49'	S 02°58'44" W	26.00'
C13	29°45'29"	25.00'	12.98'	N 14°01'44" E	12.84'
C14	29°45'29"	45.00'	23.37'	N 14°01'44" E	23.11'
C15	4°27'32"	312.50'	24.32'	S 86°55'13" W	24.31'

LINE	BEARING	LENGTH
L11	N 26°34'47" E	15.00'
L13	S 43°31'25" E	14.74'
L14	S 43°40'50" W	14.25'
L18	S 44°09'19" W	2.83'
L19	S 00°51'01" E	3.00'
L20	S 00°51'01" E	3.00'
L21	S 45°51'01" E	2.83'
L22	S 44°08'59" W	2.83'
L23	S 00°51'01" E	3.00'
L24	S 00°51'01" E	3.00'
L25	S 45°51'01" E	2.83'
L26	S 44°08'59" W	2.83'
L27	S 00°51'01" E	3.00'
L28	S 00°51'01" E	3.00'
L29	S 45°51'40" E	2.83'
L30	N 44°08'59" E	2.83'
L31	N 00°51'01" W	3.00'
L32	N 00°51'01" W	3.00'
L33	N 45°51'01" W	2.83'
L34	N 44°09'38" E	2.83'
L35	N 00°51'01" W	3.00'
L36	N 00°51'01" W	3.00'
L37	N 45°51'01" W	2.83'
L38	S 44°08'59" W	2.83'
L39	S 00°51'01" E	3.00'
L40	S 00°51'01" E	3.00'
L41	S 45°51'01" E	2.83'
L45	S 43°31'25" E	14.73'
L46	S 89°08'59" W	9.87'
L47	S 43°32'47" W	14.22'
L48	S 64°11'43" E	27.52'
L49	N 66°28'04" E	27.50'

DATE	REVISIONS
10/06/2020	ATZC COMMENTS 10/04/2020
09/17/2020	ATZC COMMENTS 09/09/2020
05/22/2020	NEW TITLE COMMITMENT
05/22/2020	NEW TITLE COMMITMENT
03/06/2020	REVISED PER TOWN COMMENTS
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COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT



FOR AND ON BEHALF OF
MANHARD CONSULTING

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'
SHEET
6 OF 7
LE.PKC003.03

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES



LOT 1B
STONEGATE FILING NO. 27, 1ST AMENDMENT
RECEPTION NO. 2002092760



LINE TABLE		
LINE	BEARING	LENGTH
L42	S 50°30'11" E	14.67'
L43	S 51°00'37" E	26.04'
L44	S 44°42'19" W	14.50'
L50	S 59°25'21" W	12.08'
L51	N 61°26'20" W	12.07'
L55	N 00°51'01" W	9.23'
L56	N 72°33'18" E	1.77'
L57	S 01°06'09" W	9.26'
L58	S 01°06'09" W	19.32'
L59	S 89°07'56" W	16.38'

A circular seal with a rope-like border. The outer ring contains the text "COLORADO LICENSED" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom. Inside the ring, the name "BRIAN J. PFUND" is written in a smaller circle, and the number "38445" is prominently displayed in the center.

FOR AND ON BEHALF OF
MANHARD CONSULTING

Manhard
CONSULTING

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COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR
 PROJ. ASSOC.: BJP
 DRAWN BY: TGS
 DATE: 12/02/19
 SCALE: 1" = 40'

SHEET

7 OF 7

LE.PKC003.03

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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

LEGAL DESCRIPTION

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO.
2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5,
AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER
27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF
LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH ½ OF
SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF
DOUGLAS, STATE OF COLORADO

OWNER CONTACT

LENNAR HOMES
ATTN: JOHN CHENEY
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE PHONE: (303) 503-1016

PLANNER/LANDSCAPE ARCHITECT

LAI DESIGN GROUP
ATTN: LINDSAY RAPPA & JENNIFER CARPENTER
88 INVERNESS CIRCLE EAST, SUITE J-101
ENGLEWOOD, CO 80112
OFFICE PHONE: (303) 734-1777

ENGINEER

MANHARD CONSULTING GROUP
ATTN: DAN RODRIGUEZ
7600 EAST ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE PHONE: (303) 708-0500

SITE DATA

SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT	
ZONING DESIGNATION	PD
SITE ACREAGE	39.9 AC.
NET SQ. FT. OF OPEN SPACE AREAS	58,839 SF
NET SQ. FT. OF PUBLIC ROW	157,494 SF
NET SQ. FT. OF RESIDENTIAL LOTS	374,485 SF
PARK SPACE	2.2 AC
TOTAL BUILDABLE LOTS	104
GROSS DENSITY	2.6 DU / AC
# OF ON-STREET PARKING SPACES	83
# OF OFF-STREET PARKING SPACES	416

NOTES

1) SIDE-ON-STREET FENCING SHALL BE 8' MINIMUM FROM THE RIGHT-OF-WAY.

TRACT SUMMARY CHART

TRACT	USE	OWNED/MAINTAINED	SIZE
TRACT A	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOMEOWNER'S ASSOCIATION	1.250 ACRES
TRACT B	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOMEOWNER'S ASSOCIATION	1.275 ACRES
TRACT C	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.482 ACRES
TRACT D	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT E	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT F	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.072 ACRES
TRACT G	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.053 ACRES
TRACT H	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT J	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT K	ACCESS ROAD	FUTURE METROPOLITAN DISTRICT	0.076 ACRES
TRACT L	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.100 ACRES
TRACT M	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT N	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.076 ACRES
TRACT P	ACCESS ROAD	HOMEOWNER'S ASSOCIATION	0.074 ACRES
TRACT Q	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOMEOWNER'S ASSOCIATION	0.432 ACRES
TRACT R	DETENTION POND (UTILITY, LANDSCAPE, & DRAINAGE)	HOMEOWNER'S ASSOCIATION	2.309 ACRES
TRACT S	FUTURE DEVELOPMENT	LENNAR COLORADO	21.215 ACRES
		TRACT TOTAL:	27.786 ACRES

VICINITY MAP

SCALE: 1' = 2,000'



SHEET INDEX

SHEETS	DESCRIPTION
L0.00	COVER SHEET
L1.01	EXISTING CONDITIONS MAP
L1.02	OVERALL SITE PLAN
L1.03	PARKING PLAN
L1.04-06	SITE PLANS
L1.07-10	STANDARD LOT TYPICAL
L2.01-07	SITE DETAILS
L3.01-11	PARK FACILITIES MASTER PLAN
L4.01-02	PLANTING SCHEDULE, NOTES & DETAILS
IR5.01-10	IRRIGATION PLAN
IR6.01-05	IRRIGATION NOTES & DETAILS

LAND SUMMARY CHART

LAND USE	NUMBER OF LOTS/TRACTS	ACRES	PERCENT OF TOTAL AREA
RESIDENTIAL LOTS	104	8.597	21.58%
PUBLIC RIGHT-OF-WAY	N/A	3.616	9.04%
ACCESS ROADS	10	0.721	1.80%
PARK TRACTS	3	2.189	5.38%
OPEN SPACE TRACTS	2	1.351	3.38%
DETENTION POND TRACT	1	2.309	5.77%
FUTURE DEVELOPMENT	1	21.215	53.04%
	TOTAL:	39.997	100%



ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

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ATTN: JOHN CHENEY

OWNER

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OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
COVER SHEET

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
4th Submittal	08/17/2020

SHEET NUMBER

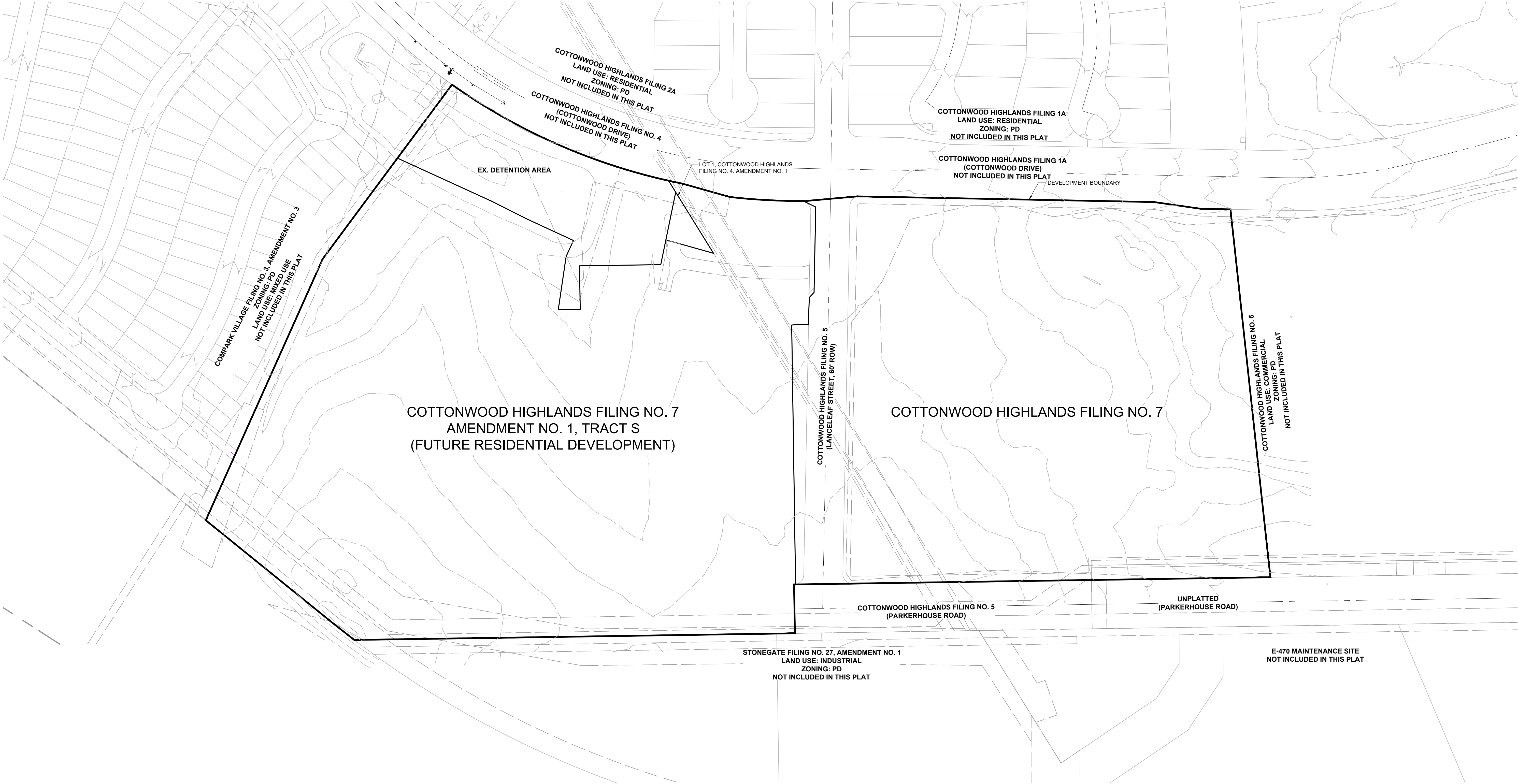
L0.00

1 OF 46

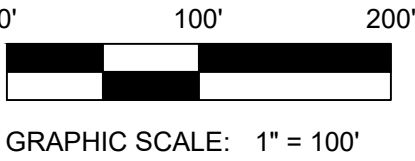
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LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



NOTES:
1) THERE ARE NO EXISTING TREES OR SHRUBS ON THE SITE THAT ARE REQUIRED TO BE
MITIGATED PER THE PARKER MUNICIPAL CODE.



ARCHITECT / PLANNER

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
EXISTING CONDITIONS MAP

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
4th Submittal	08/17/2020

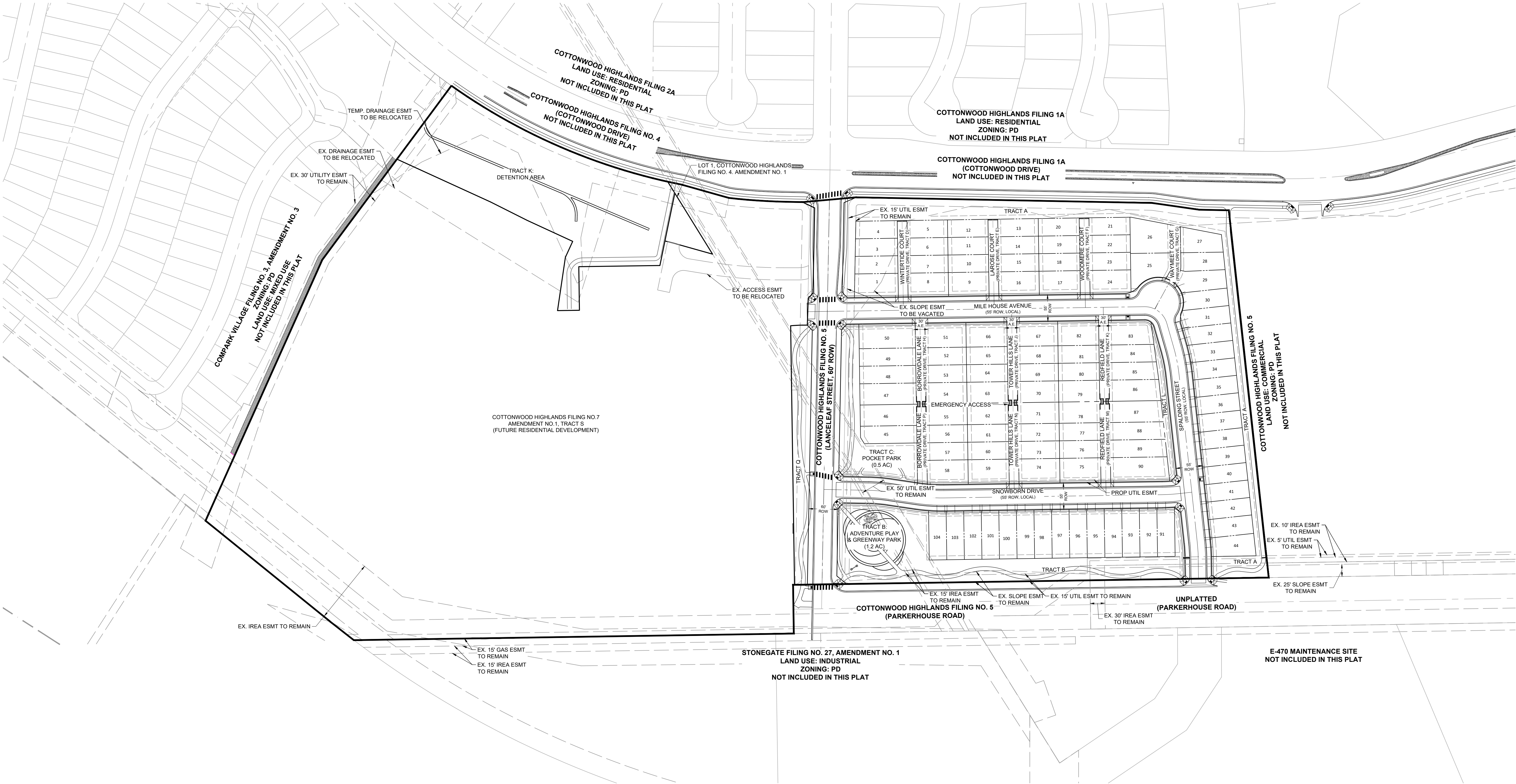
SHEET NUMBER

L1.01
2 OF 46

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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
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ARCHITECT / PLANNER

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world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
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9193 S. JAMAICA ST., 4TH FLOOR
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7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN PARKER, CO OVERALL SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

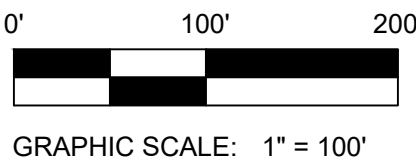
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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3rd Submittal	05/26/2020
4th Submittal	08/17/2020

SHEET NUMBER

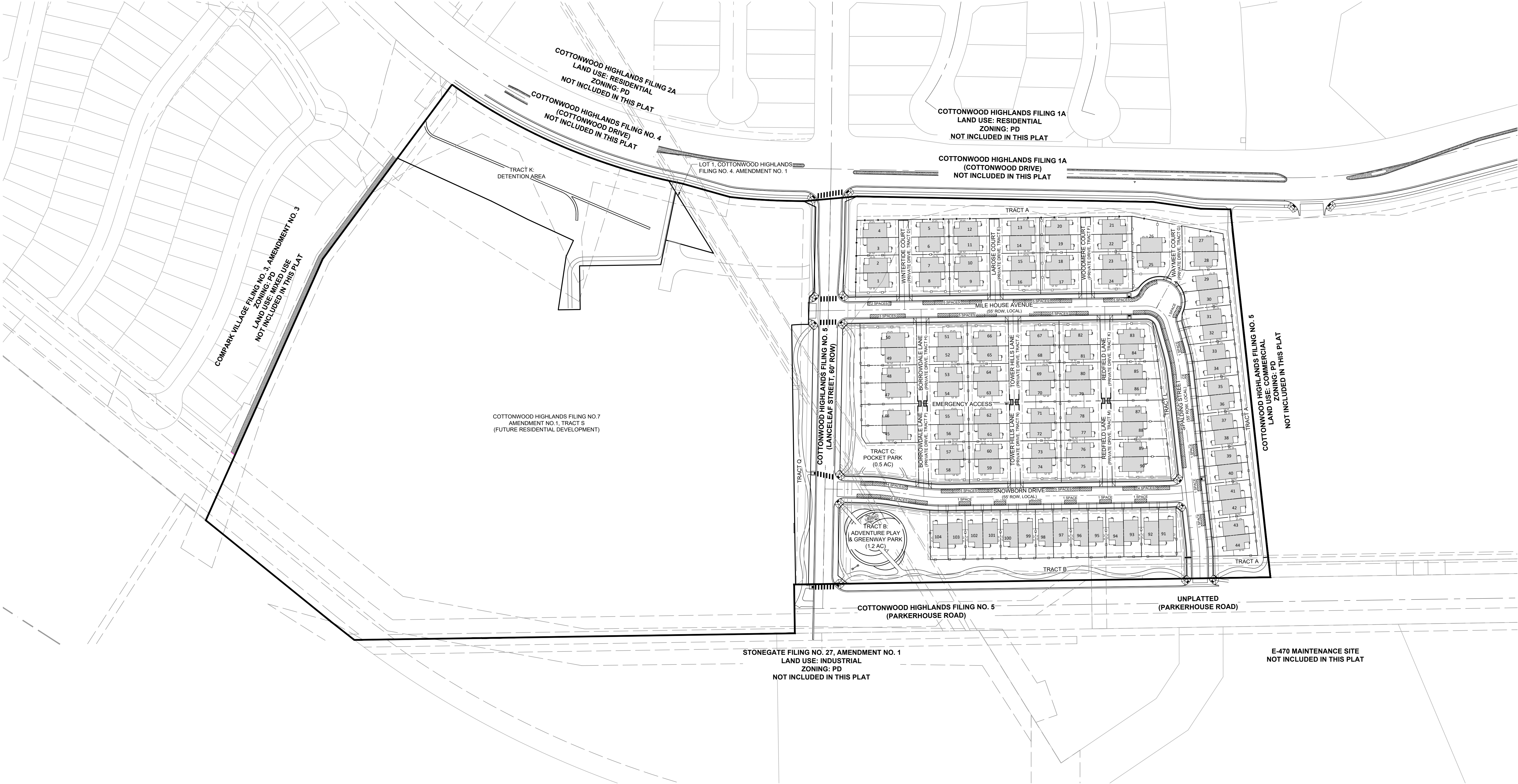
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



GUEST PARKING SPACES	
ON-STREET PARKING SPACES	83
OFF-STREET PARKING SPACES (4 PER UNIT)	416
TOTAL:	502

- NOTES:
- ON-STREET PARKING SHALL NOT BE STREET STRIPED.
 - PARKING SPACE COUNT IS APPROXIMATE.

LEGEND	
	DEVELOPMENT BOUNDARY
	STREET ROW
	PROPERTY LOT LINE
	LOT SETBACK
	CENTER LINE
	OPEN SPACE FENCE
	5' PRIVACY FENCE
	5' MODIFIED PRIVACY FENCE
	ON STREET PARKING

0'100'200'

GRAPHIC SCALE: 1" = 100'

NORTH

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Bldg. J, Suite 101
Englewood, Colorado 80112
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Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN PARKER, CO FENCING & PARKING PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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SHEET NUMBER

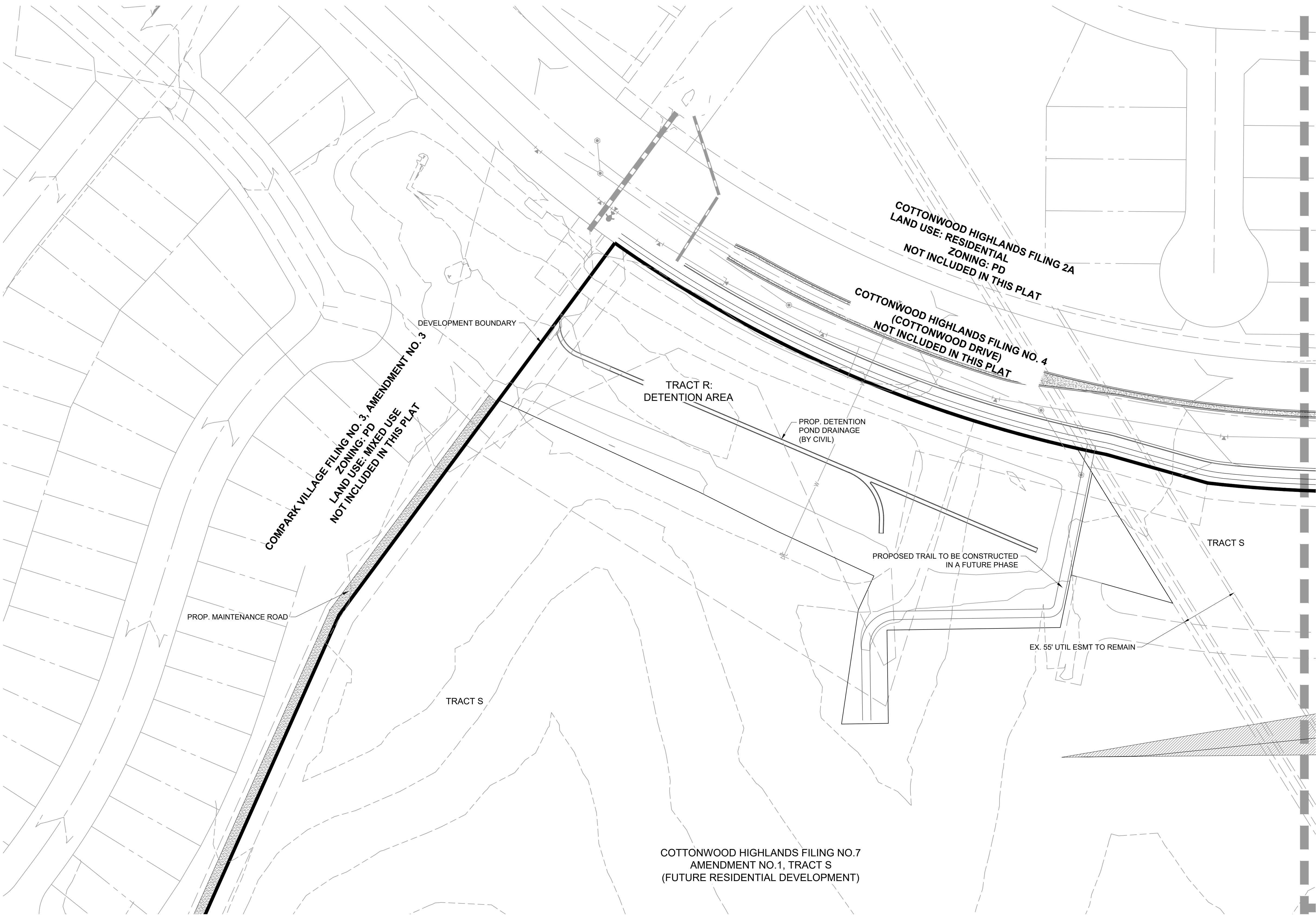
L1.03

4 OF 46

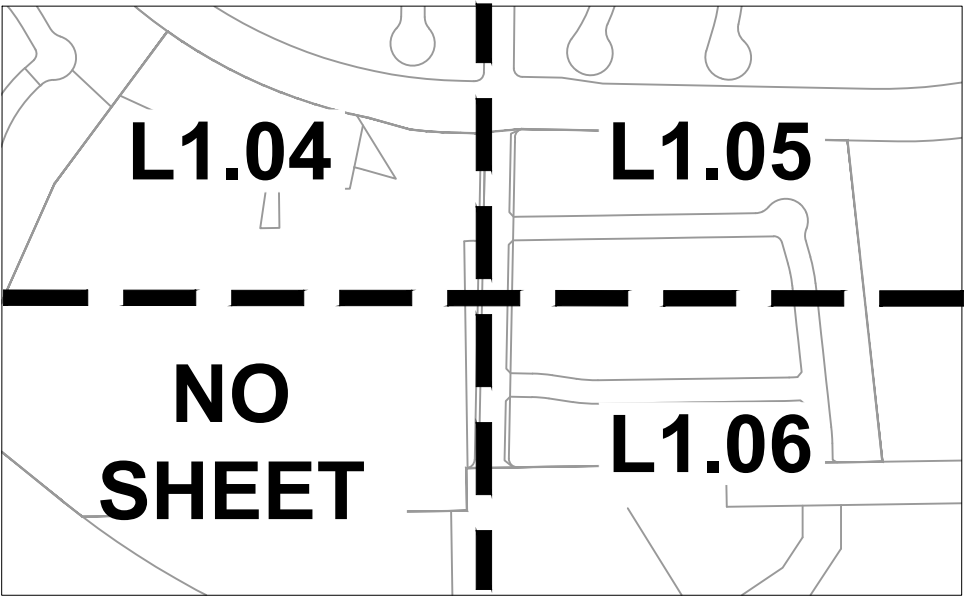
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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

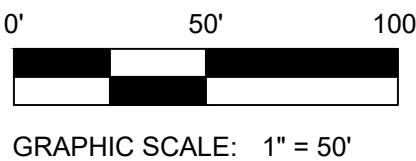


KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAYGROUND MULCH
- GRAVEL
- SIGHT DISTANCE



COTTONWOOD HIGHLANDS FILING 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN PARKER, CO SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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SHEET NUMBER

L1.04
5 OF 46

ARCHITECT / PLANNER

LAI
Design
Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

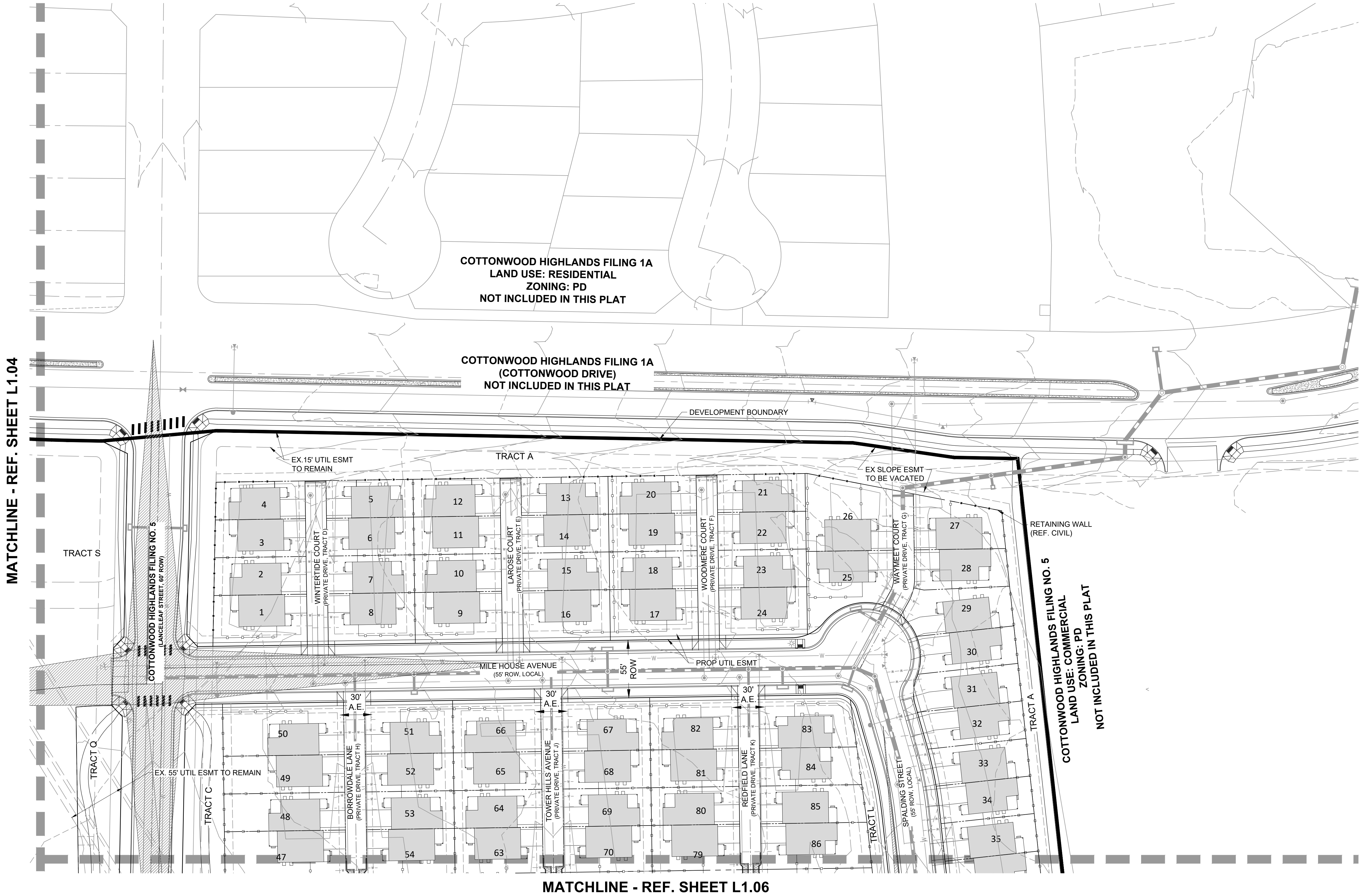
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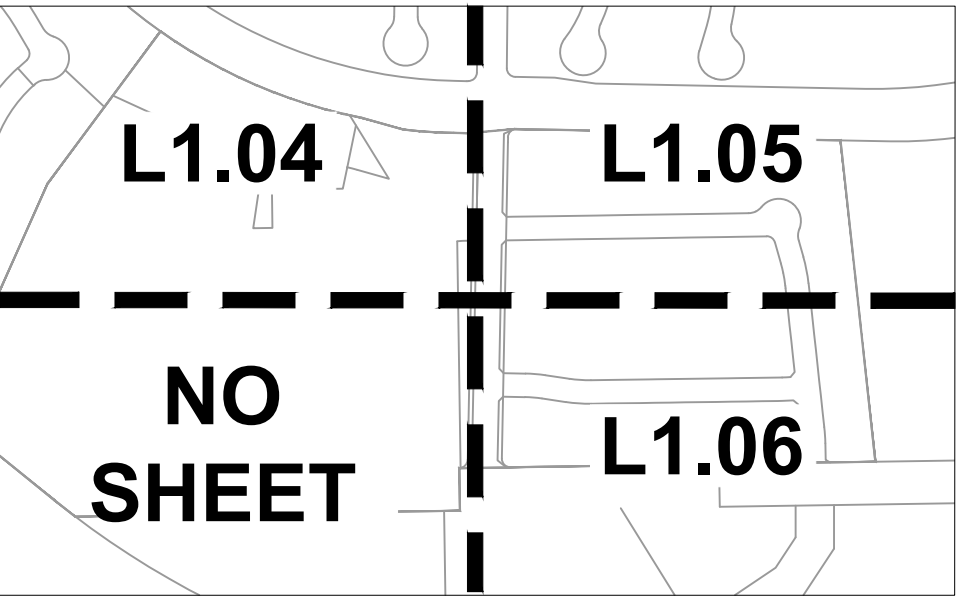
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAYGROUND MULCH
- GRAVEL
- SIGHT DISTANCE

ARCHITECT / PLANNER

LAI
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Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

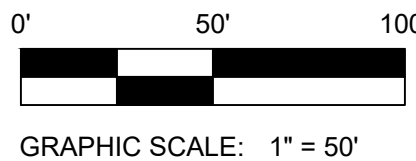
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SHEET NUMBER

L1.05

6 OF 46



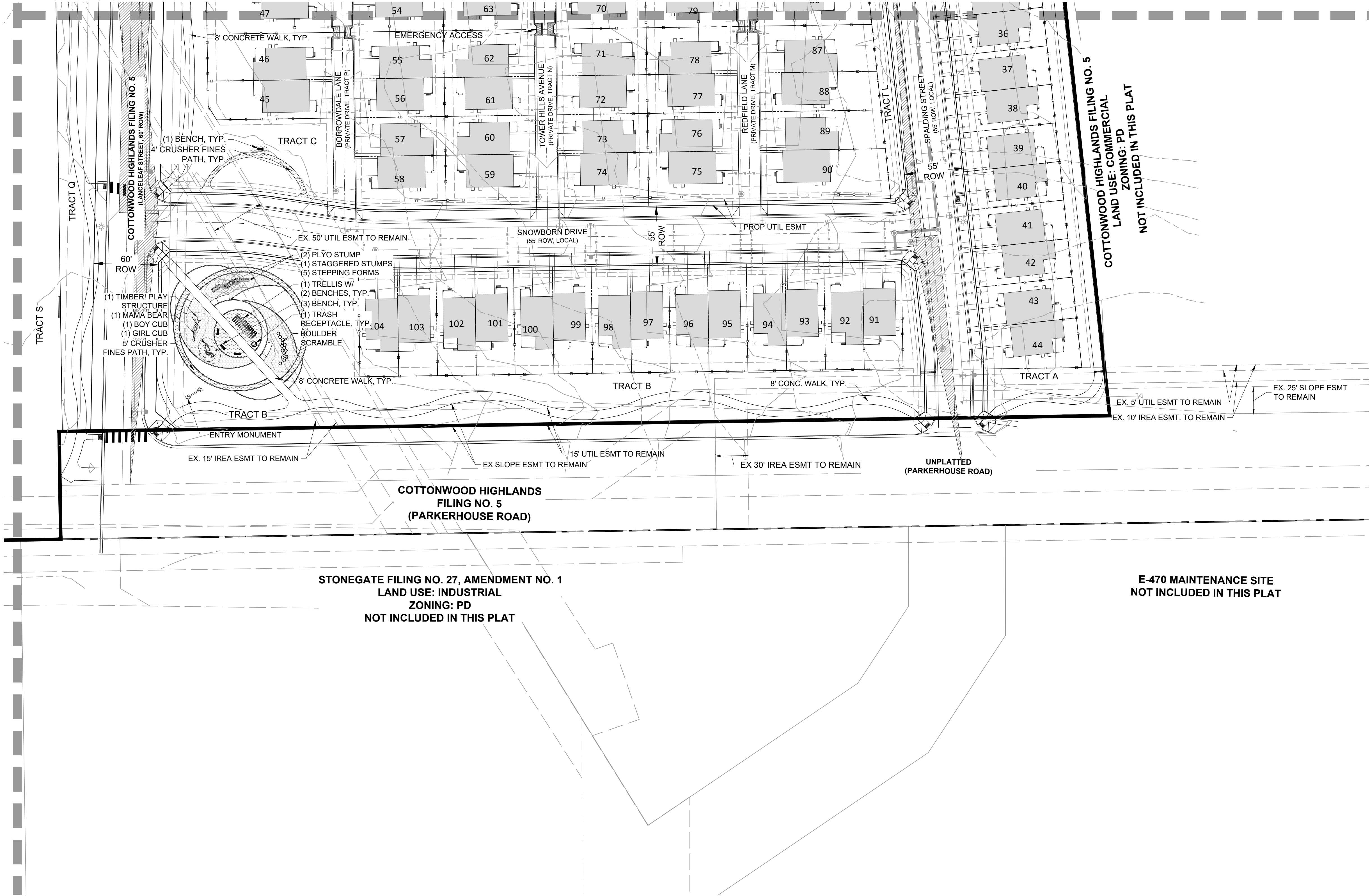
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COTTONWOOD HIGHLANDS FILING NO. 7

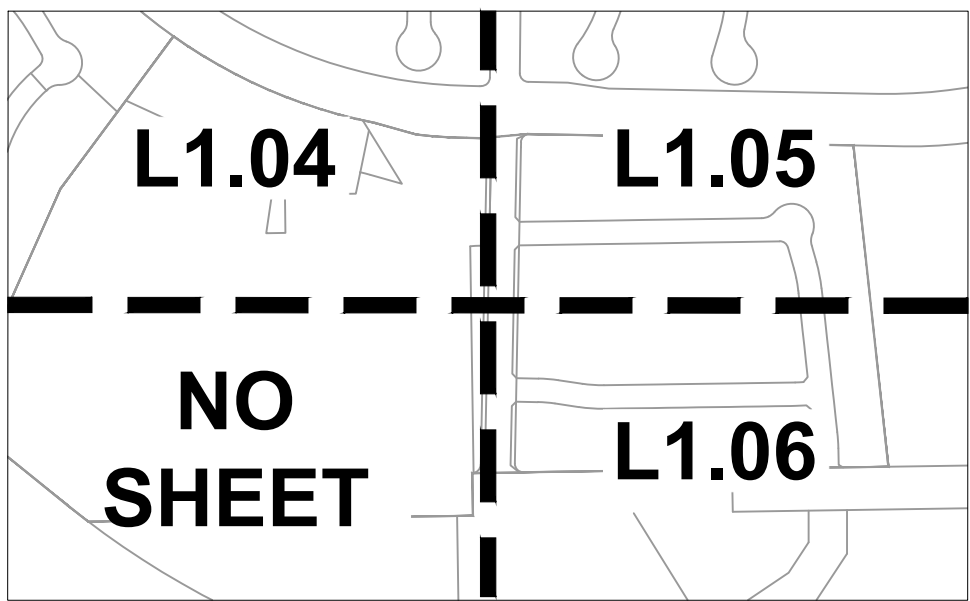
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

MATCHLINE - REF. SHEET L1.05



KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- DECOMPOSED GRANITE
- PLAYGROUND MULCH
- GRAVEL
- SIGHT DISTANCE

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

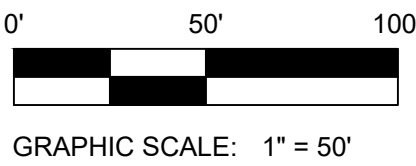
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SHEET NUMBER

L1.06

7 OF 46



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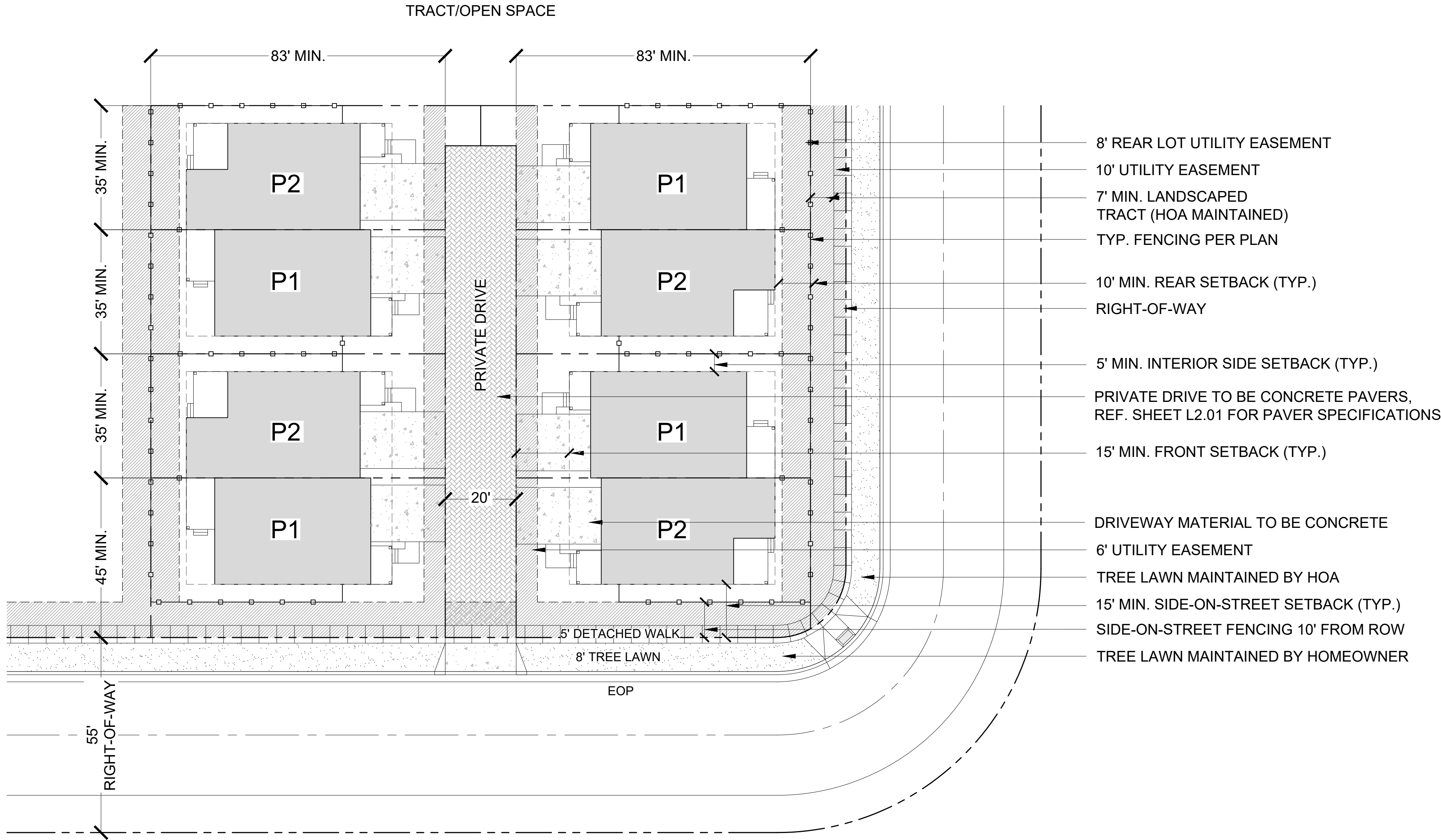
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

LOT LAYOUT TYPICAL - P1 & P2

THERE ARE FOUR PAIRED HOME PRODUCT TYPES DESIGNED TO BE CONFIGURED TO A STANDARD LOT SIZE OF 35'x84'.
PRODUCT TYPES P1 AND P2 CAN BE CONFIGURED TO A MINIMUM LOT SIZE OF 35'x83'.



LEGEND

---	STREET ROW
- - - -	UTILITY EASEMENT
----	PROPERTY LOT LINE
- - - -	LOT SETBACK
----	CENTER LINE
- - - -	LOT FENCE
□ □ □	TURF
▨	CONCRETE PAVERS
▨	CONCRETE
▨	UTILITY EASEMENT

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
STANDARD LOT TYPICAL P1 & P2

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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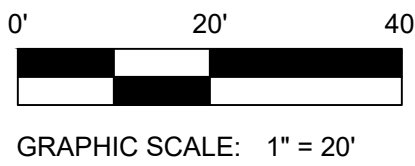
SHEET NUMBER

L1.07

8 OF 46

NOTES:

- 1) PRODUCT TYPES P1-P4 CAN BE CONFIGURED TO MIN. 84' LENGTH LOTS.
- 2) PRODUCT TYPES P1-P2 CAN BE CONFIGURED TO MIN. 83' LENGTH LOTS.
- 3) THE CONFIGURATION OF PRODUCT TYPES IS FLEXIBLE AND IS NOT LIMITED TO THE LAYOUT SHOWN.
- 4) THE SIDEWALK CONFIGURATION SHOWN IS NOT FINAL AND IS SUBJECT TO CHANGE.
- 5) ALL PRODUCT TYPES WILL HAVE AN ATTACHED 2-CAR GARAGE.



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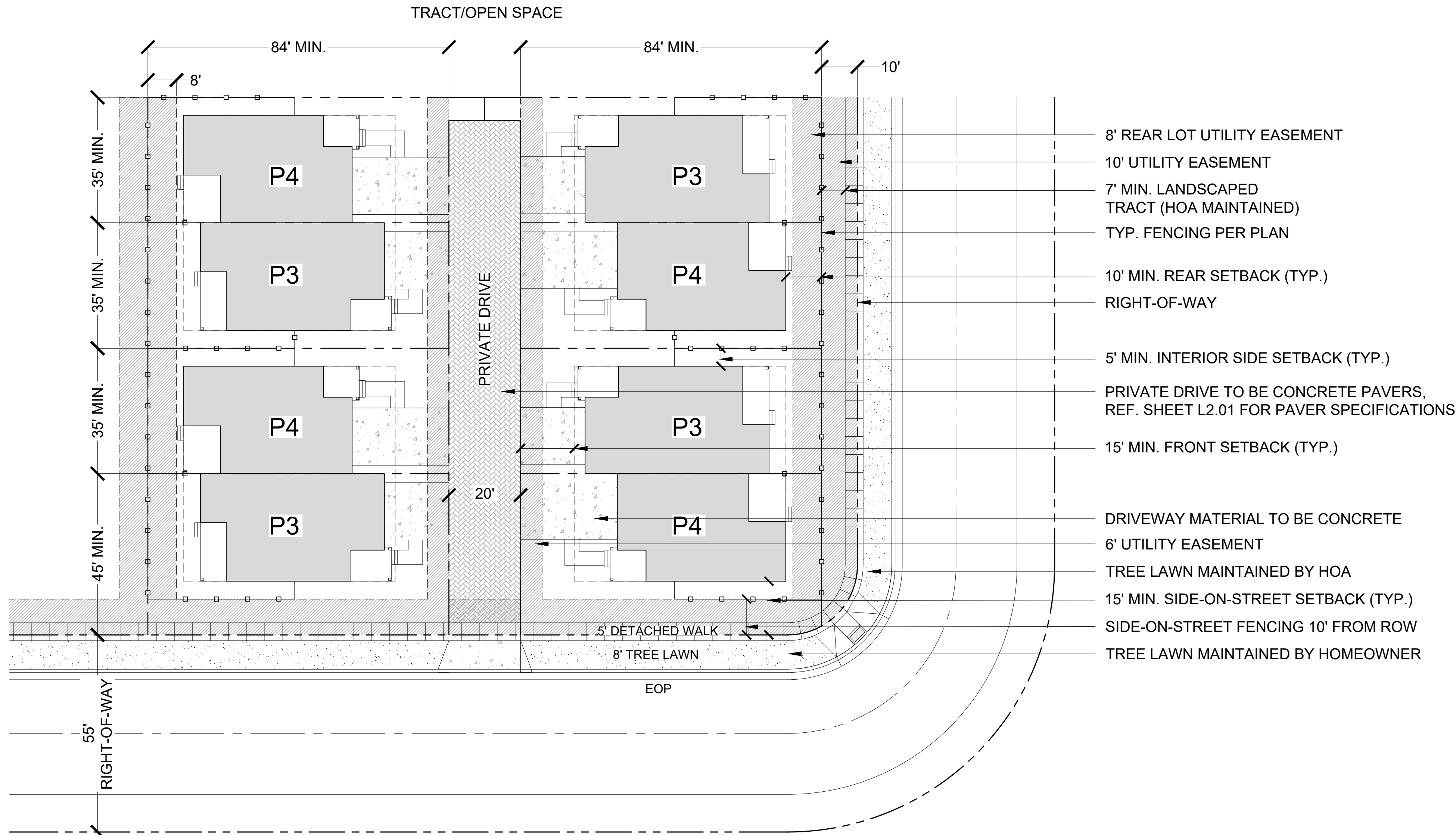
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

LOT LAYOUT TYPICAL - P3 & P4

THERE ARE FOUR PAIRED HOME PRODUCT TYPES DESIGNED TO BE CONFIGURED TO A STANDARD LOT SIZE OF 35'x84'.
PRODUCT TYPES P3 AND P4 CAN BE CONFIGURED TO A MINIMUM LOT SIZE OF 35'x84'.



LEGEND

-----	STREET ROW
- - - - -	UTILITY EASEMENT
-----	PROPERTY LOT LINE
-----	LOT SETBACK
-----	CENTER LINE
-----	LOT FENCE
-----	TURF
-----	CONCRETE PAVERS
-----	CONCRETE
-----	UTILITY EASEMENT

ARCHITECT / PLANNER



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9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

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MANHARD CONSULTING
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GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
STANDARD LOT TYPICAL P3 & P4

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
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CHECKED BY: JC

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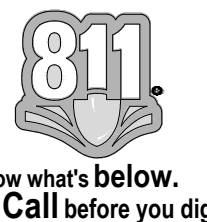
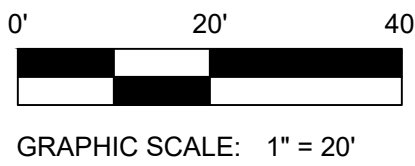
SHEET NUMBER

L1.08

9 OF 46

NOTES:

- 1) PRODUCT TYPES P1-P4 CAN BE CONFIGURED TO MIN. 84' LENGTH LOTS.
- 2) PRODUCT TYPES P1-P2 CAN BE CONFIGURED TO MIN. 83' LENGTH LOTS.
- 3) THE CONFIGURATION OF PRODUCT TYPES IS FLEXIBLE AND IS NOT LIMITED TO THE LAYOUT SHOWN.
- 4) THE SIDEWALK CONFIGURATION SHOWN IS NOT FINAL AND IS SUBJECT TO CHANGE.
- 5) ALL PRODUCT TYPES WILL HAVE AN ATTACHED 2-CAR GARAGE.



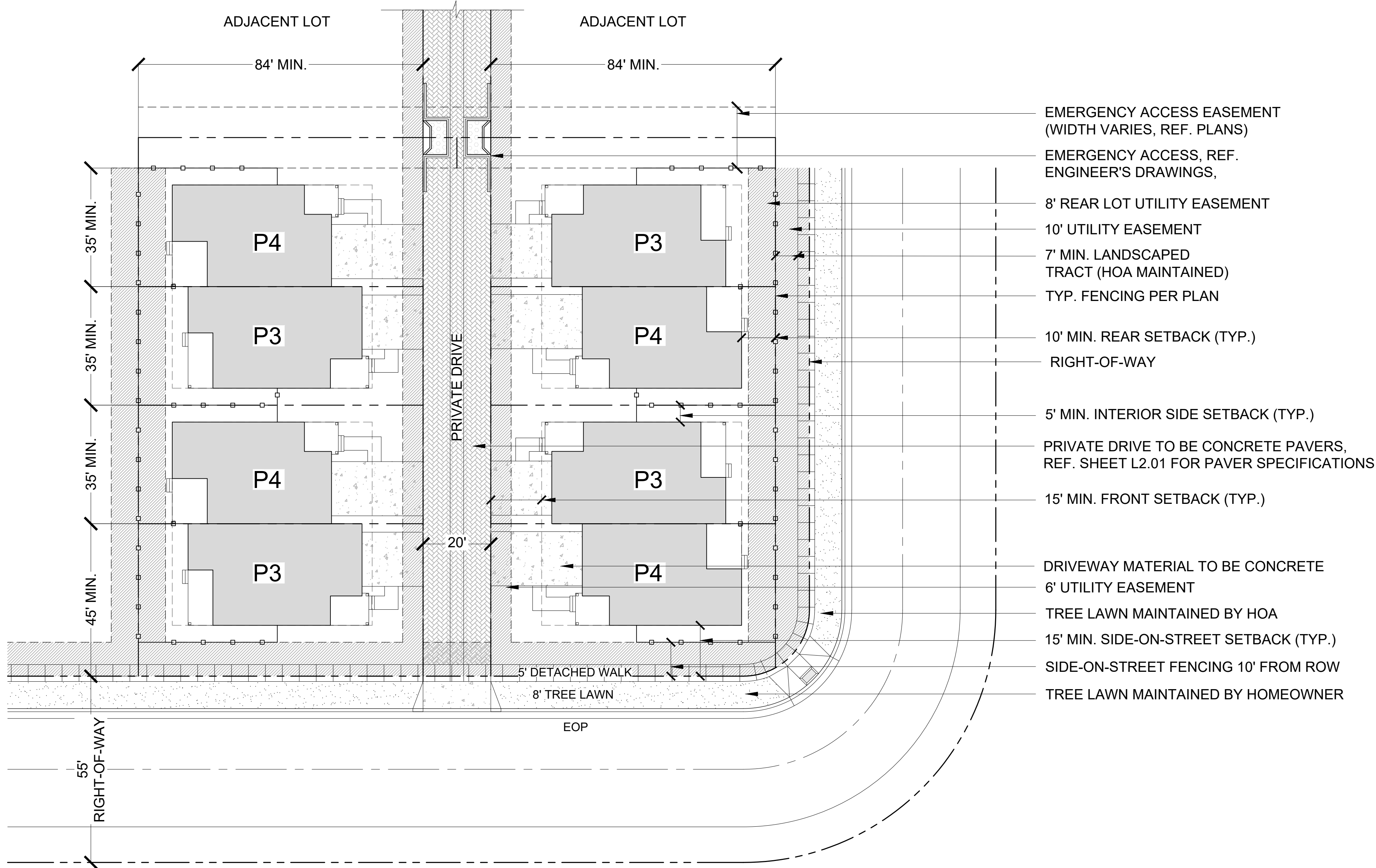
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COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

LOT LAYOUT TYPICAL - CONTINUOUS DRIVE W/ EMERGENCY FIRE ACCESS
THERE ARE FOUR PAIRED HOME PRODUCT TYPES DESIGNED TO BE CONFIGURED TO A STANDARD LOT SIZE OF 35'x84'.
PRODUCT TYPES P3 AND P4 CAN BE CONFIGURED TO A MINIMUM LOT SIZE OF 35'x84'.



LEGEND

-----	STREET ROW
- - - - -	UTILITY EASEMENT
-----	PROPERTY LOT LINE
-----	LOT SETBACK
-----	CENTER LINE
-----	LOT FENCE
-----	TURF
-----	CONCRETE PAVERS
-----	CONCRETE
-----	UTILITY EASEMENT

- EMERGENCY ACCESS EASEMENT (WIDTH VARIES, REF. PLANS)
- EMERGENCY ACCESS, REF. ENGINEER'S DRAWINGS,
- 8' REAR LOT UTILITY EASEMENT
- 10' UTILITY EASEMENT
- 7' MIN. LANDSCAPED TRACT (HOA MAINTAINED)
- TYP. FENCING PER PLAN
- 10' MIN. REAR SETBACK (TYP.)
- RIGHT-OF-WAY
- 5' MIN. INTERIOR SIDE SETBACK (TYP.)
- PRIVATE DRIVE TO BE CONCRETE PAVERS, REF. SHEET L2.01 FOR PAVES SPECIFICATIONS
- 15' MIN. FRONT SETBACK (TYP.)
- DRIVEWAY MATERIAL TO BE CONCRETE
- 6' UTILITY EASEMENT
- TREE LAWN MAINTAINED BY HOA
- 15' MIN. SIDE-ON-STREET SETBACK (TYP.)
- SIDE-ON-STREET FENCING 10' FROM ROW
- TREE LAWN MAINTAINED BY HOMEOWNER

- NOTES:
- PRODUCT TYPES P1-P4 CAN BE CONFIGURED TO MIN. 84' LENGTH LOTS.
 - PRODUCT TYPES P1-P2 CAN BE CONFIGURED TO MIN. 83' LENGTH LOTS.
 - THE CONFIGURATION OF PRODUCT TYPES IS FLEXIBLE AND IS NOT LIMITED TO THE LAYOUT SHOWN.
 - THE SIDEWALK CONFIGURATION SHOWN IS NOT FINAL AND IS SUBJECT TO CHANGE.
 - ALL PRODUCT TYPES WILL HAVE AN ATTACHED 2-CAR GARAGE.

ARCHITECT / PLANNER

LAI

Design Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
STANDARD LOT TYPICAL
W/ EMERGENCY ACCESS

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

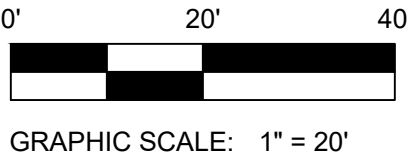
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10 OF 46

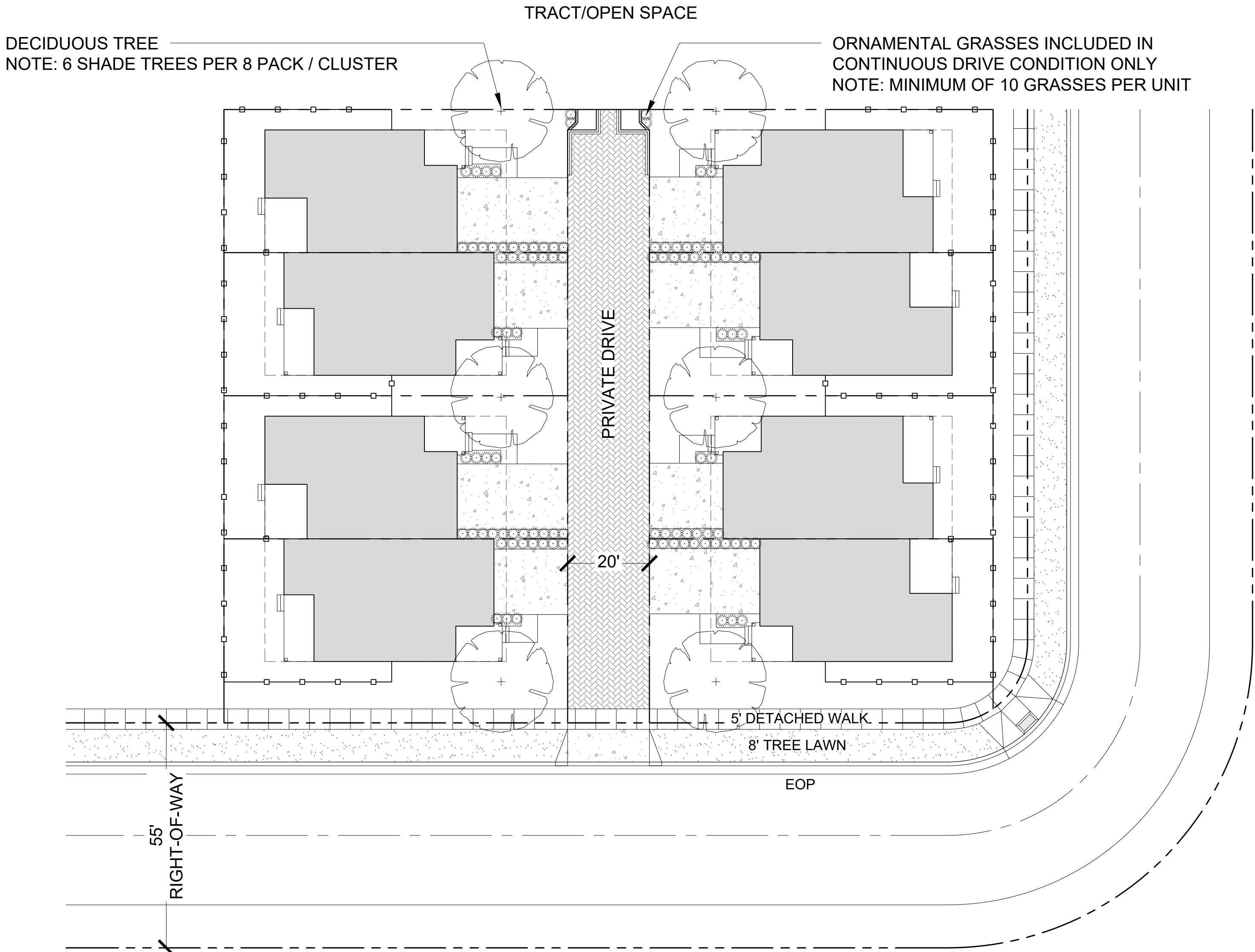


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COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- LOT FENCE
- TURF
- CONCRETE PAVERS
- CONCRETE
- UTILITY EASEMENT
- DECIDUOUS SHADE TREE
- ORNAMENTAL GRASSES

ARCHITECT / PLANNER

LAI
Design
Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
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ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
LANDSCAPE LOT TYPICAL

PROFESSIONAL STAMP

PROJECT INFORMATION

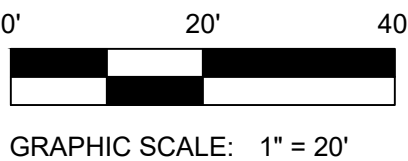
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

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1st Submittal	12/09/2019
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L1.10
11 OF 46



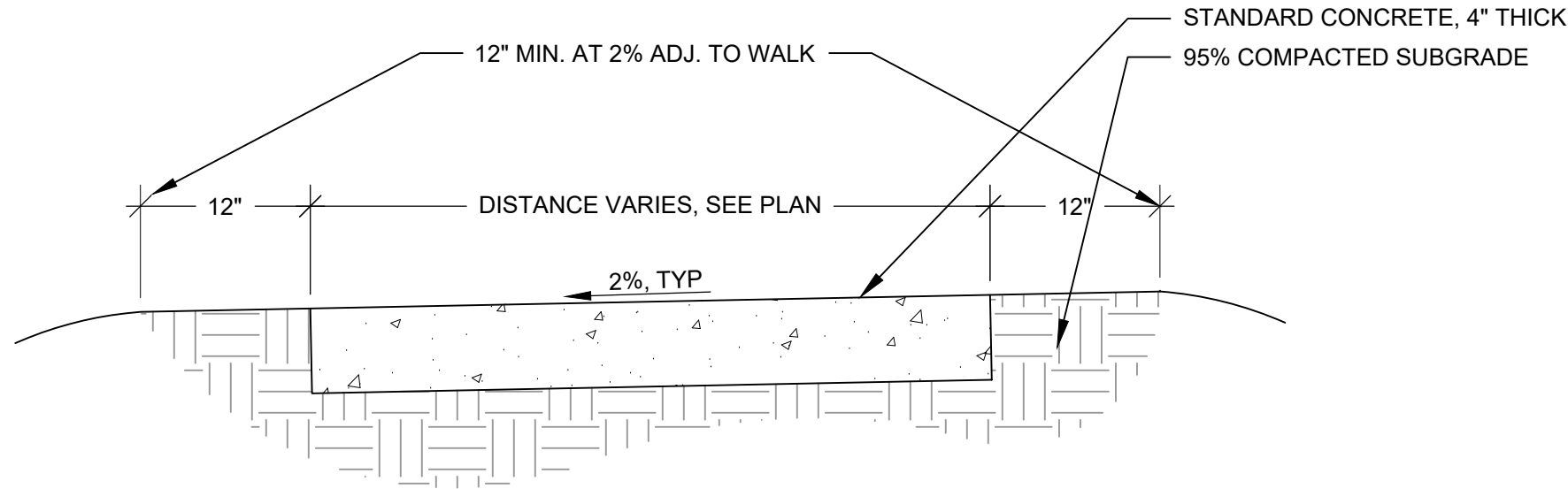
GRAPHIC SCALE: 1" = 20'



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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

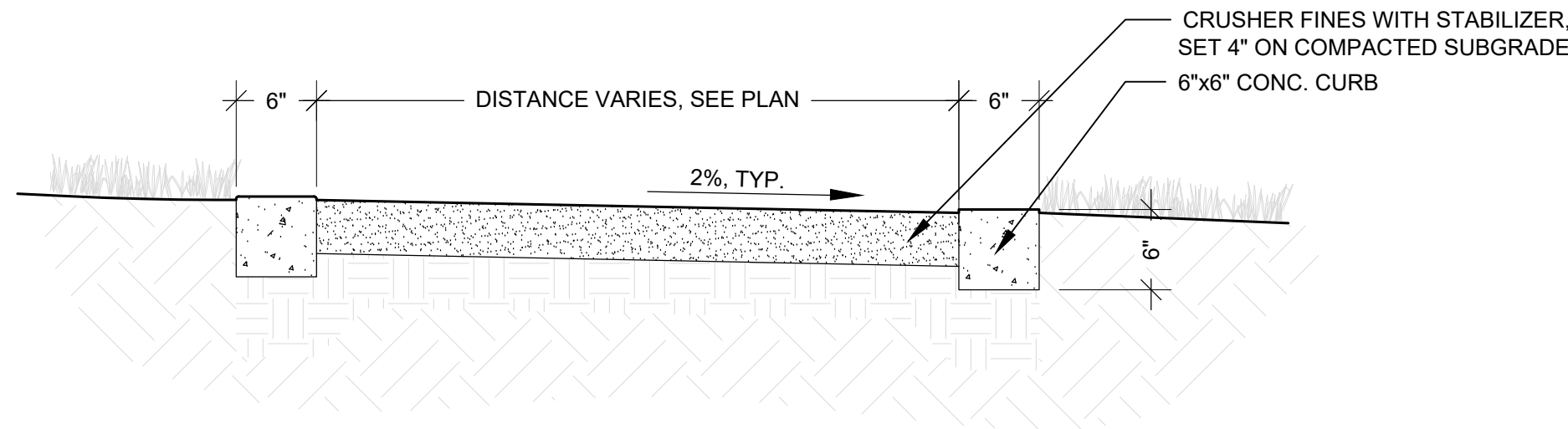
A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



NOTES:
1. 3'-6" WIDE CONCRETE WALKS SHALL BE MIN. 4" DEPTH, OR GREATER PER SOILS REPORT, 4,000 PSI CONCRETE, REINFORCED WITH FIBERMESH

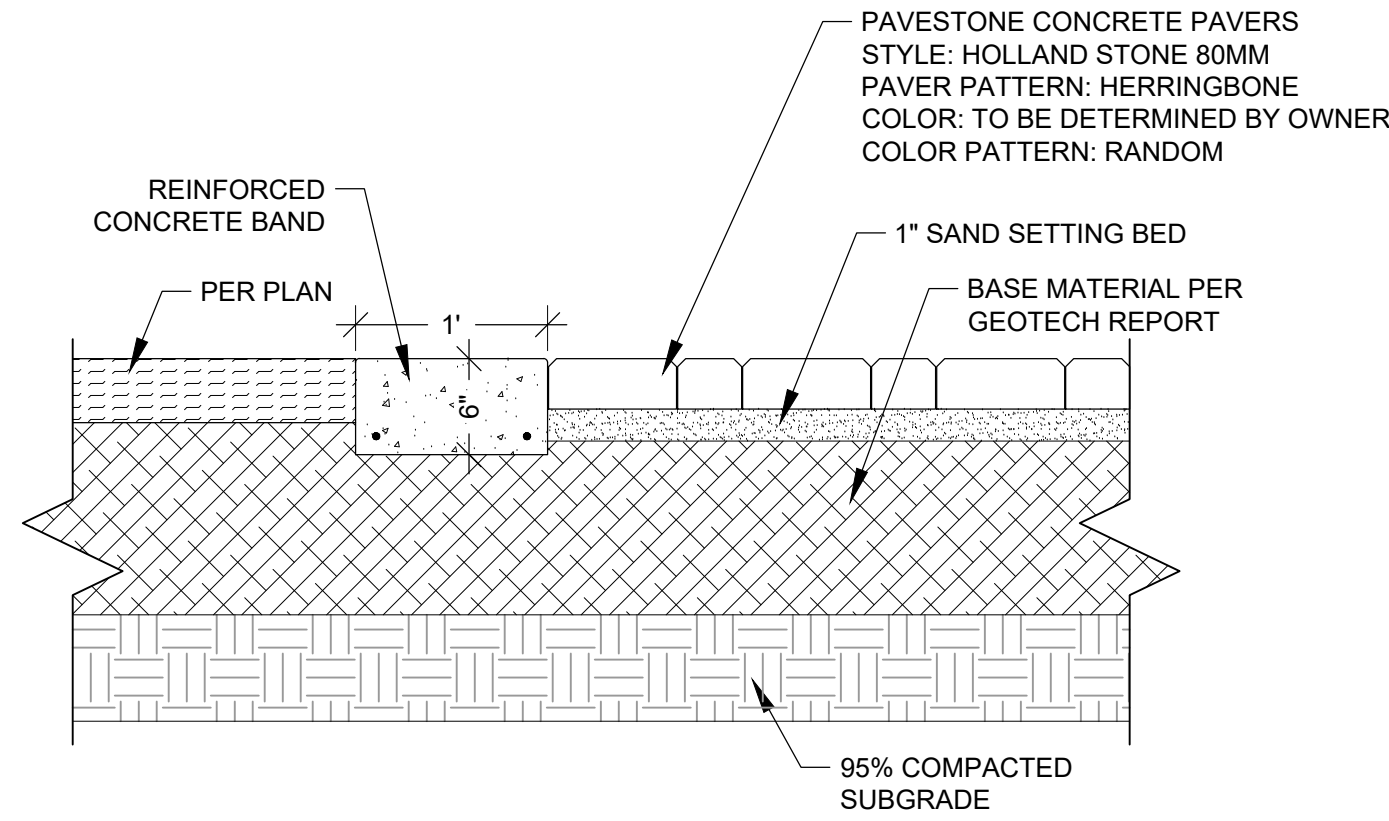
A CONCRETE PAVEMENT

SCALE: 1" = 1'-0"



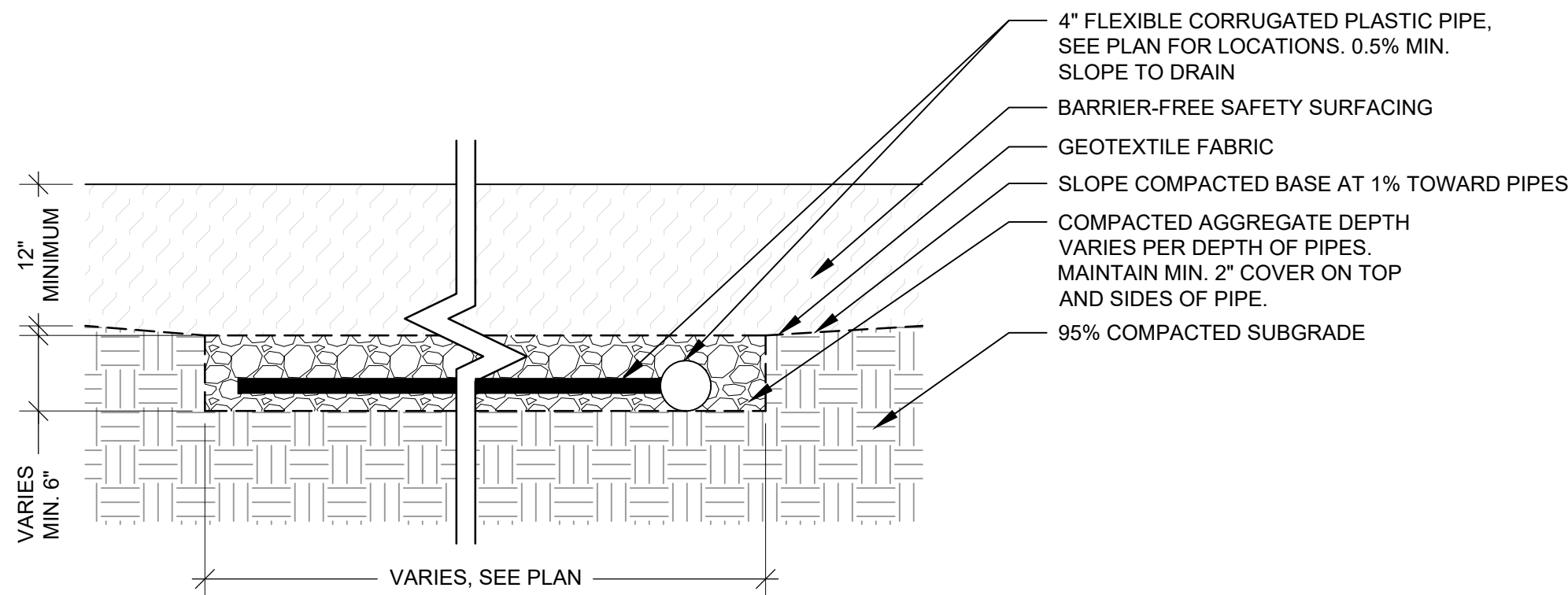
B CRUSHER FINES WALK

SCALE: 1" = 1'-0"



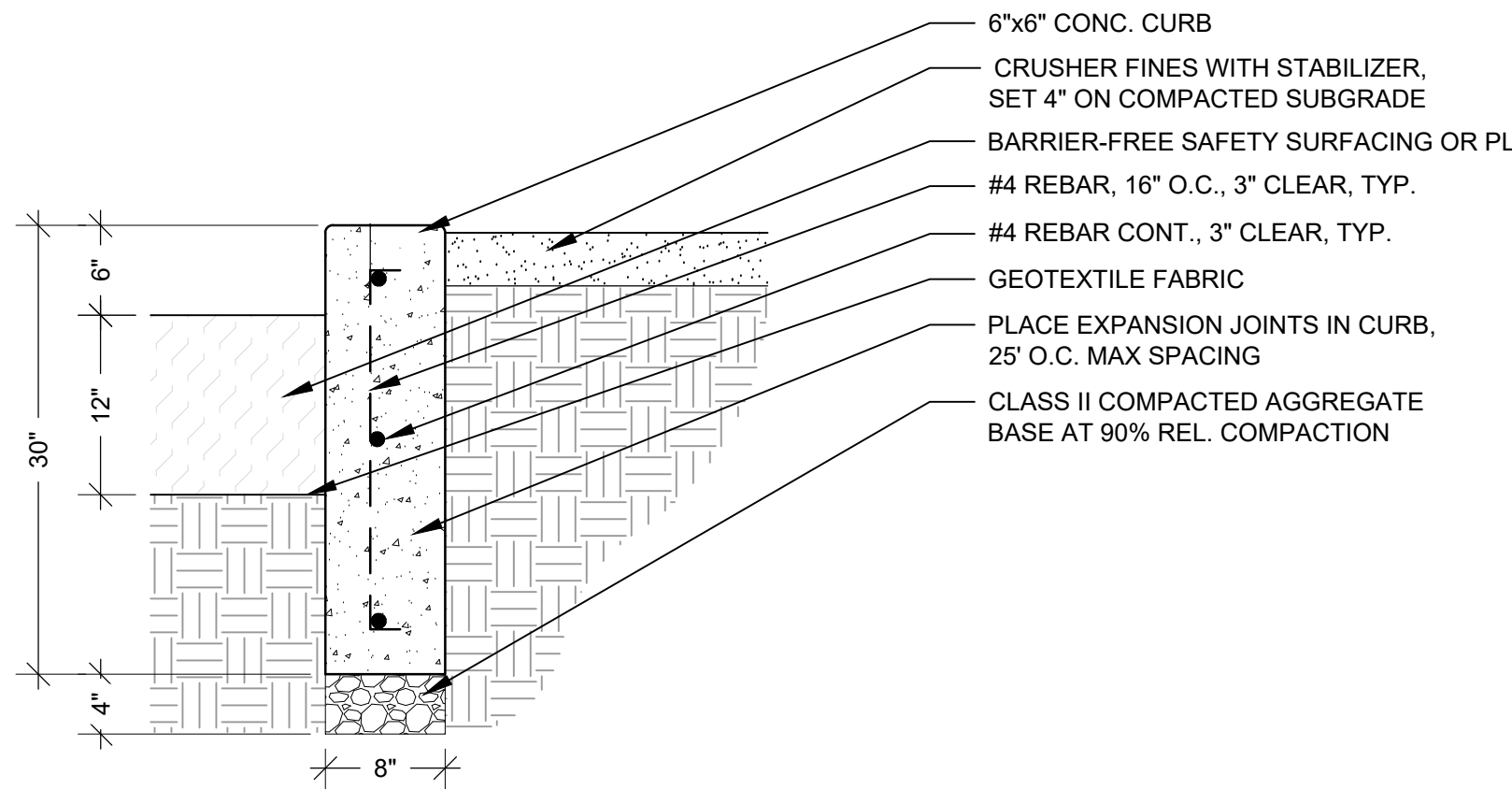
C CONCRETE PAVERS AT PRIVATE DRIVE

SCALE: 1" = 1'-0"



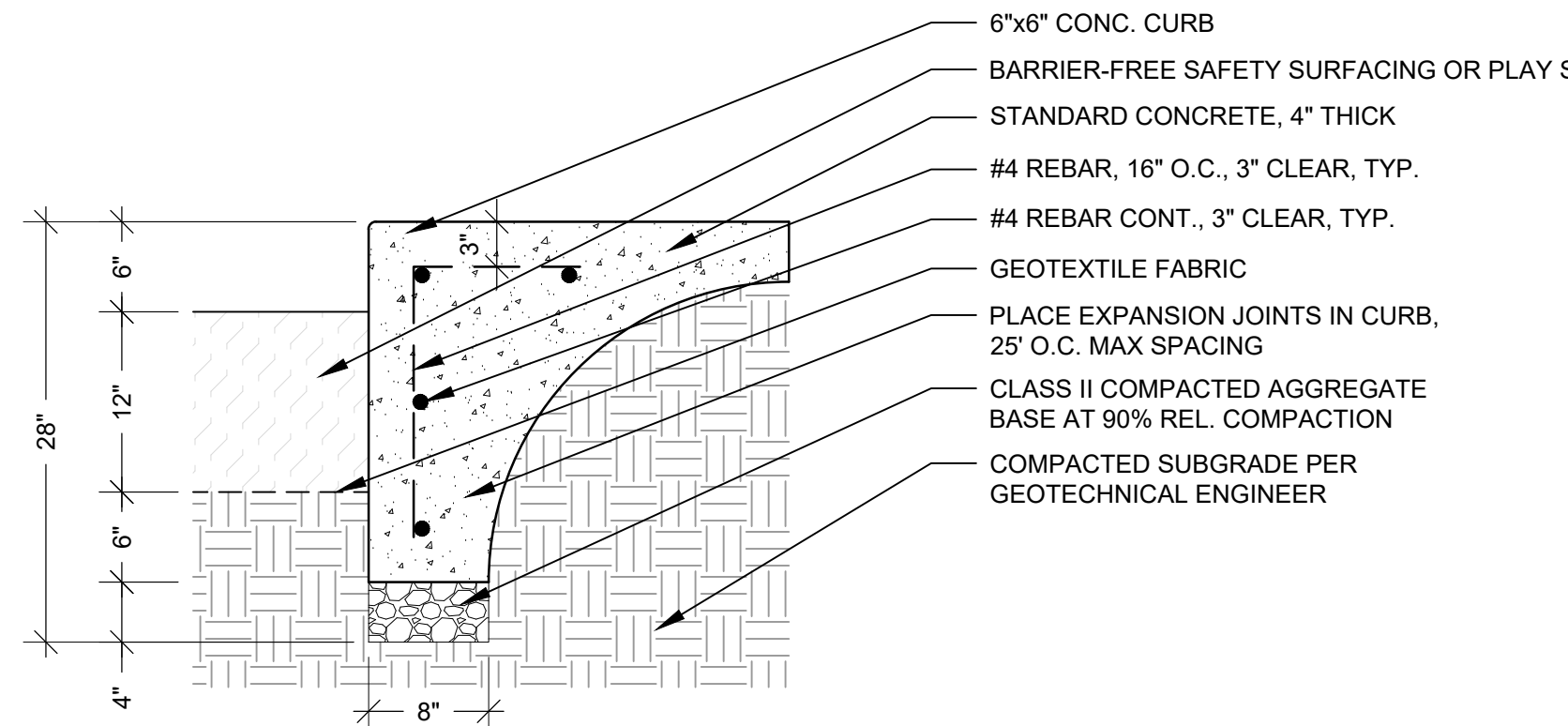
D PLAYSURFACE

SCALE: 1" = 1'-0"



E PLAYCURB AT CRUSHER FINES

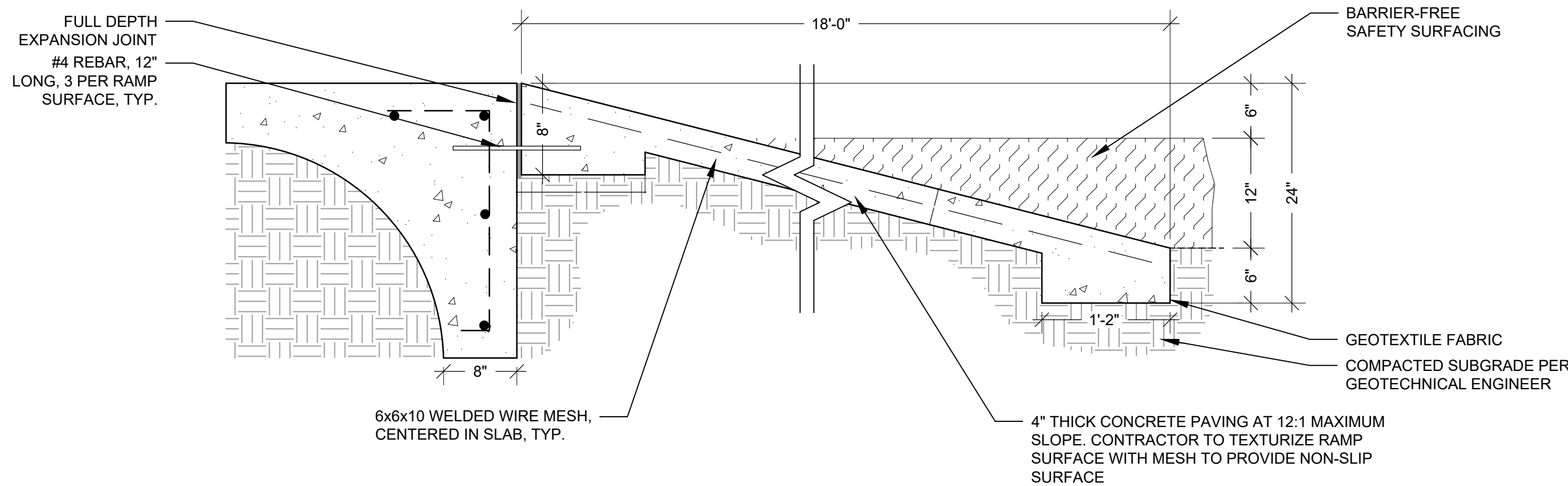
SCALE: 1" = 1'-0"



NOTES:
1. PLAY AREA CURB TO BE CONTINUOUS AROUND PERIMETER OF TOT LOT.

F PLAYCURB AT CONC. PAVEMENT

SCALE: 1" = 1'-0"



G ADA RAMP AT PLAYCURB

SCALE: 1" = 1'-0"

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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www.LAIdesigngroup.com

ENGINEER

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7600 E. ORCHARD RD, SUITE 350-S
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OFFICE: (303) 708-0500
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
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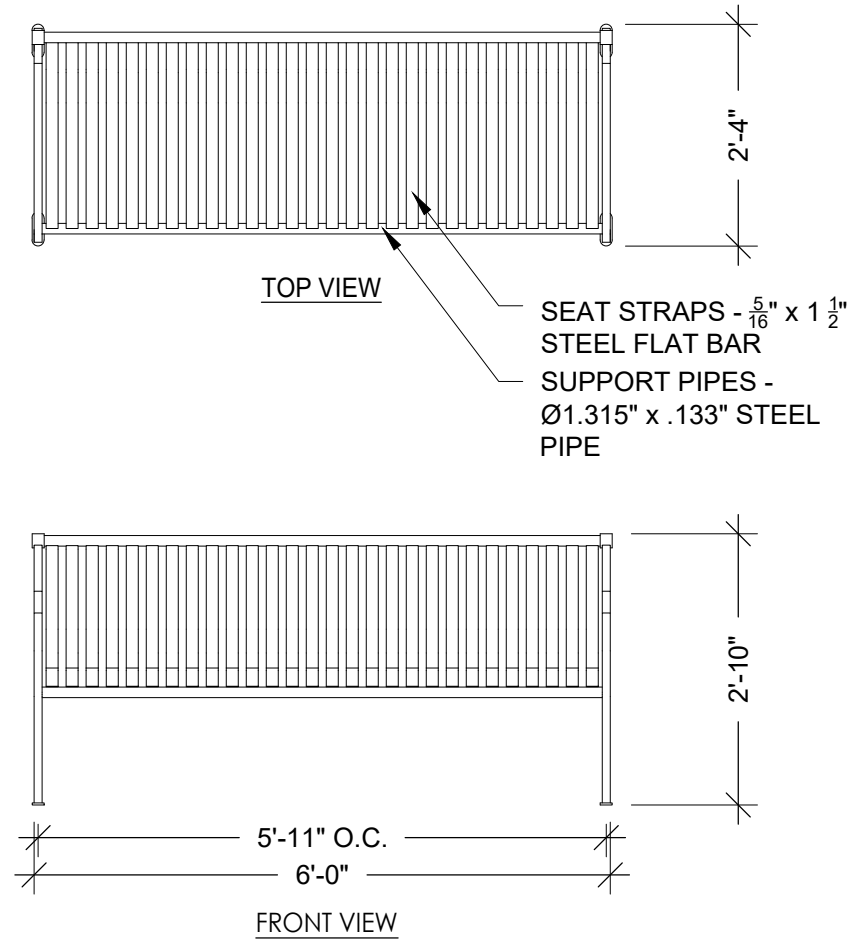
12 OF 46



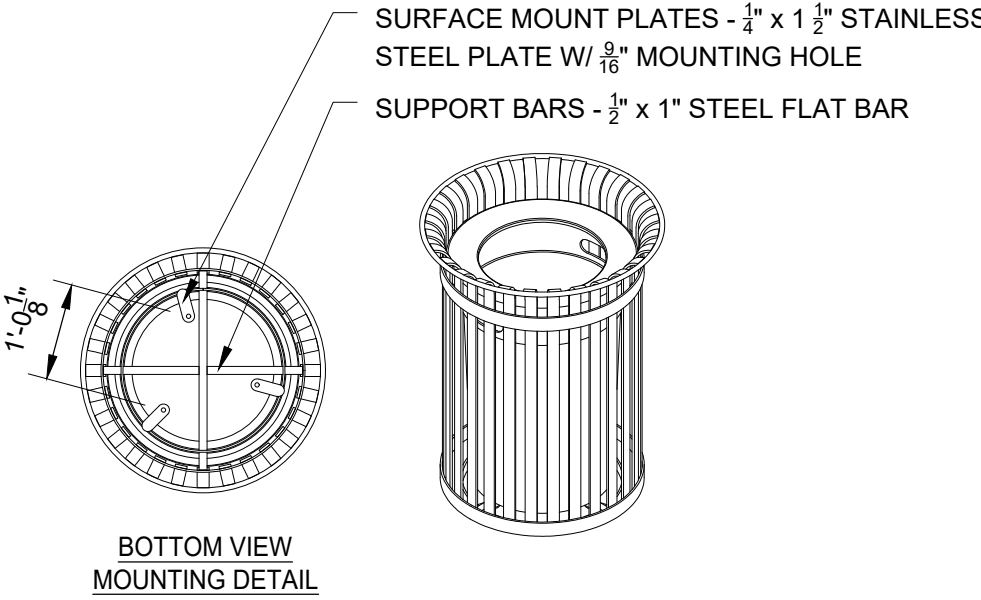
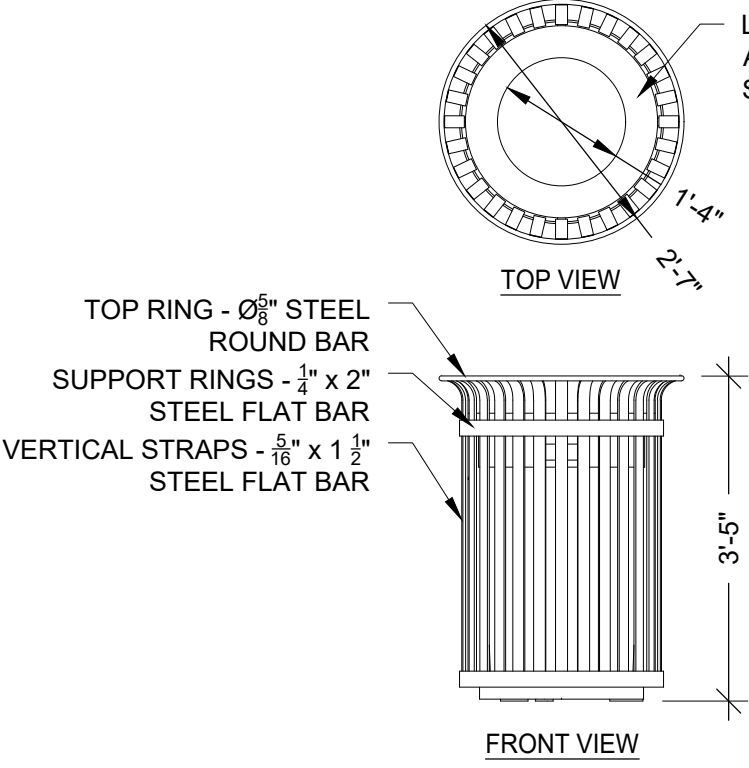
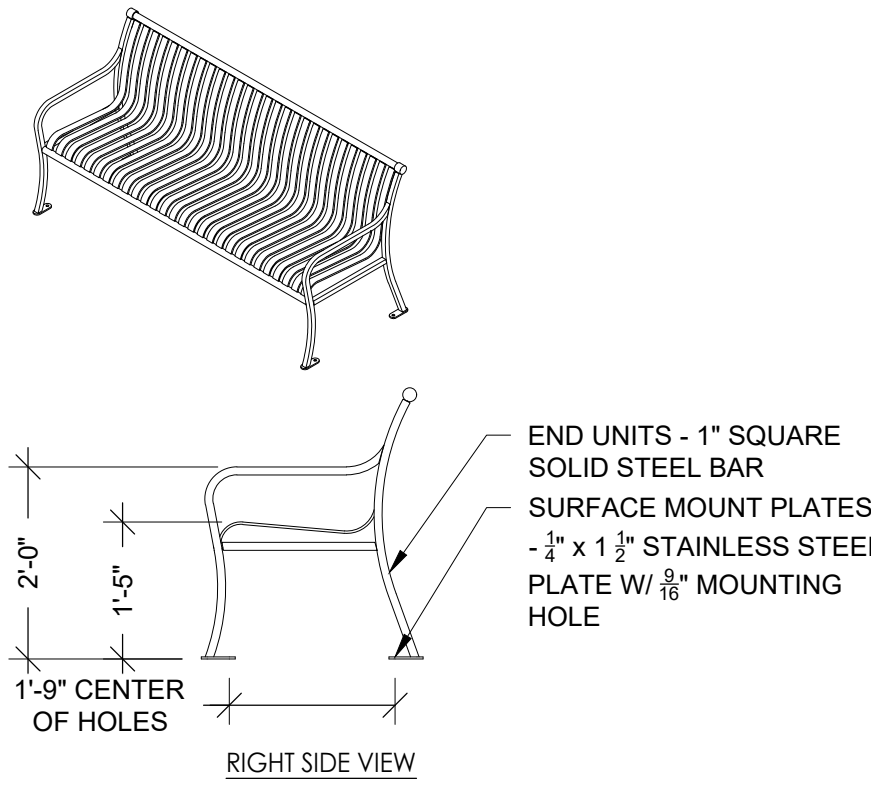
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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

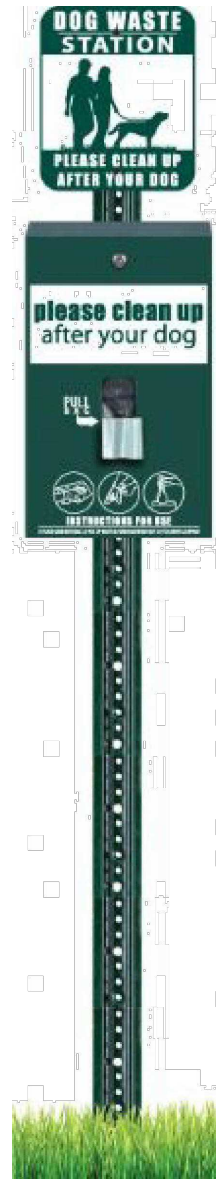
A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



MANUFACTURER: SITESCAPES
MODEL: #CV1-1000
QTY: 4
COLOR: BLACK POWDER COAT
MOUNTING: SURFACE



MANUFACTURER: SITESCAPES
MODEL: #CV2-1000
QTY: 1
COLOR: BLACK POWDER COAT
MOUNTING: SURFACE



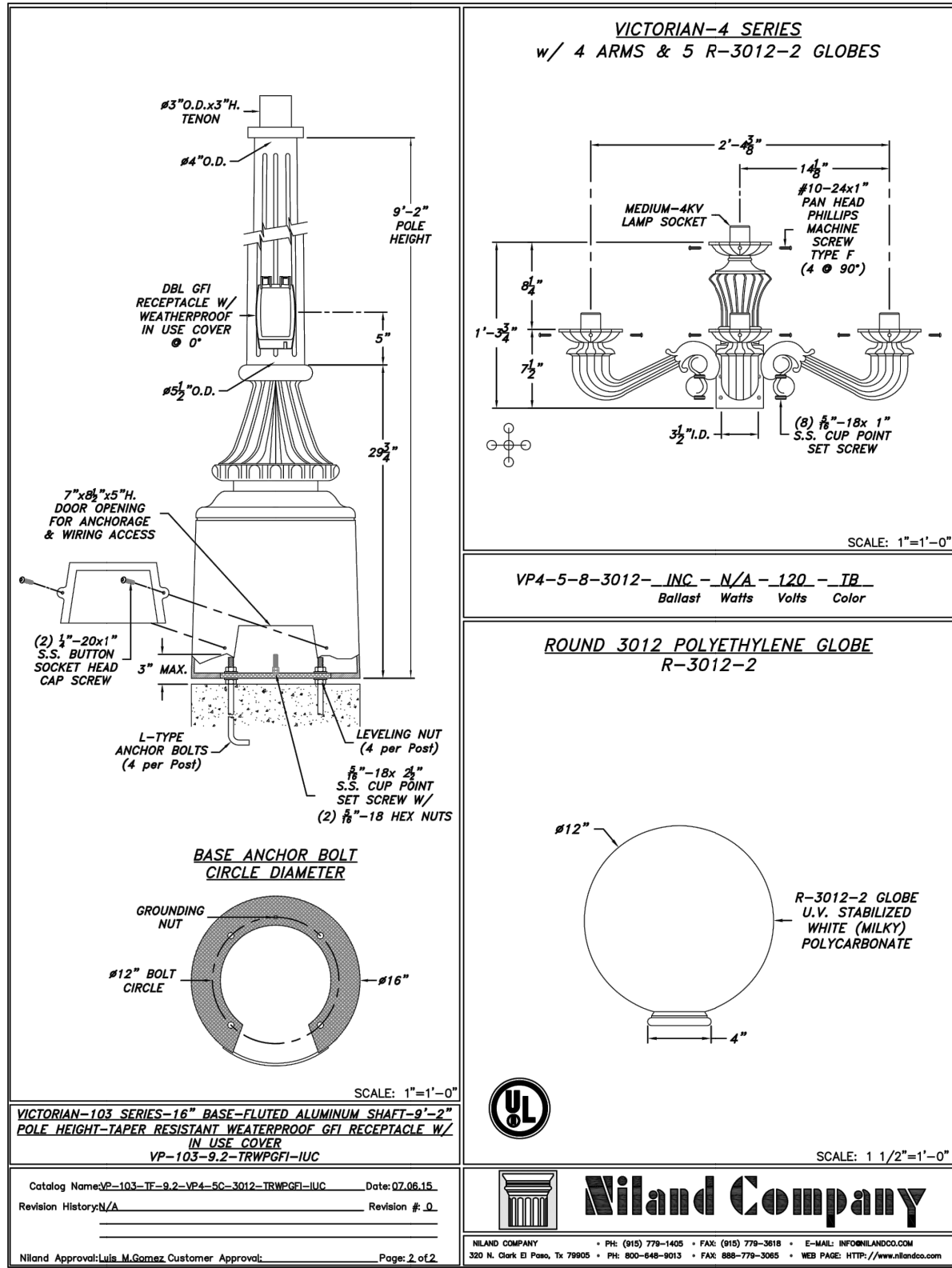
MANUFACTURER: DOG WASTE DEPOT
MODEL: DEPOT-023
QTY: 2
COLOR: GREEN

MANUFACTURER: DOGIPOT
MODEL: #1003-L
QTY: 6

H BENCH SCALE: 1/2" = 1'-0"

I TRASH RECEPTACLE SCALE: 1/2" = 1'-0"

J DOG WASTE STATION SCALE: NTS



K PARKER STANDARD STREET LIGHT SCALE: NTS

NOTES:
1) INSTALL ALL FURNITURE PER MANUFACTURER'S INSTRUCTIONS.

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN PARKER, CO SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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1st Submittal	12/09/2019
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SHEET NUMBER

L2.02

13 OF 46

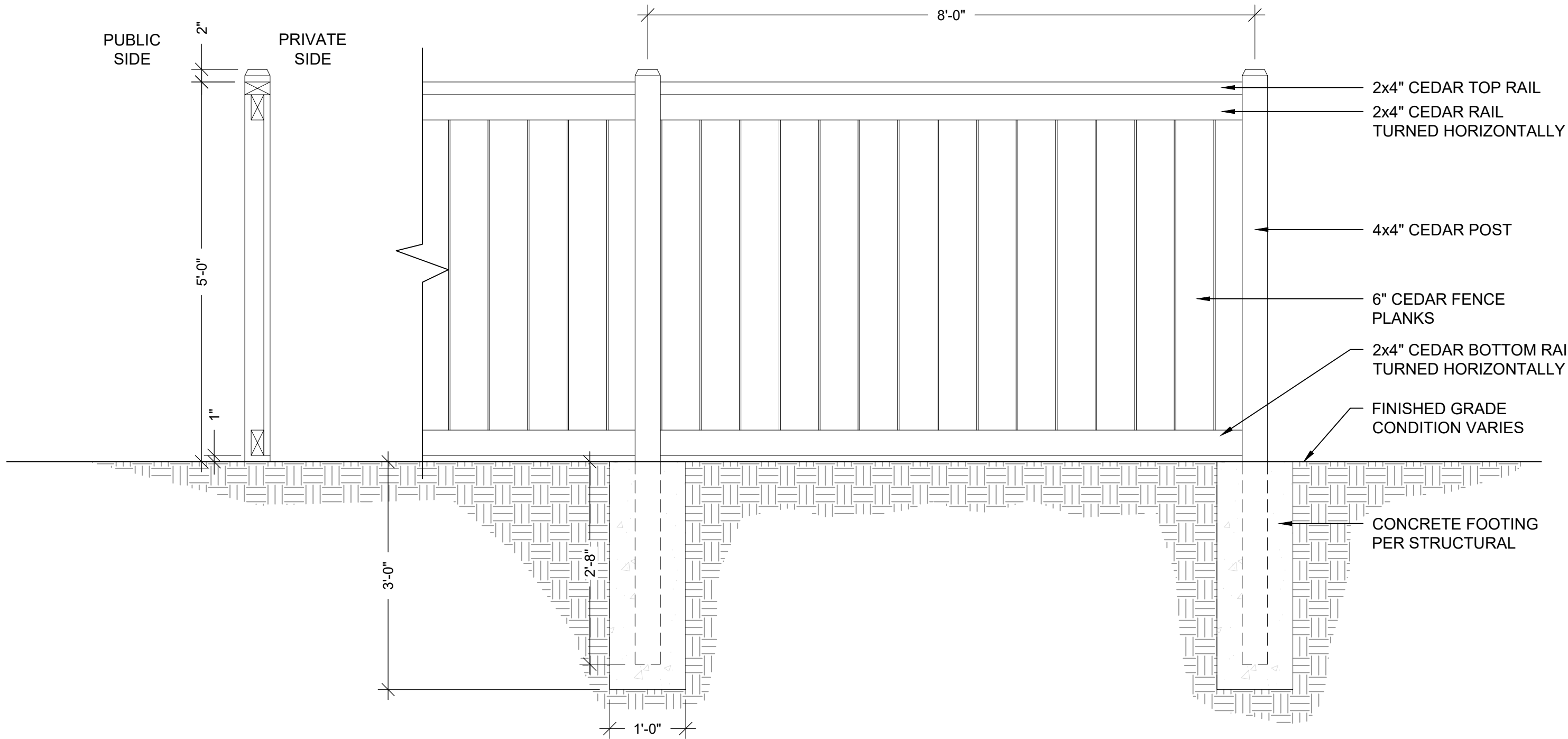


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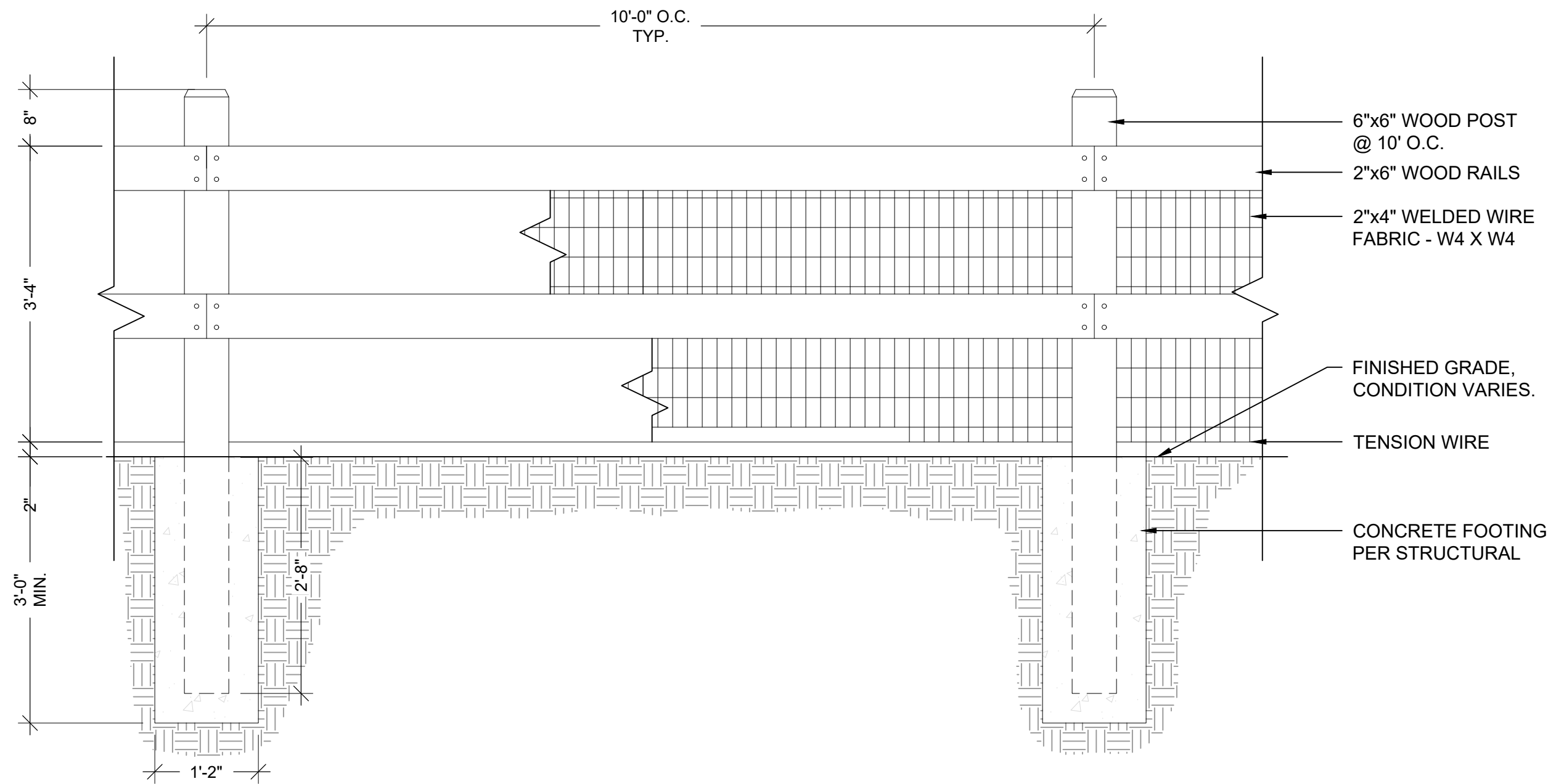
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

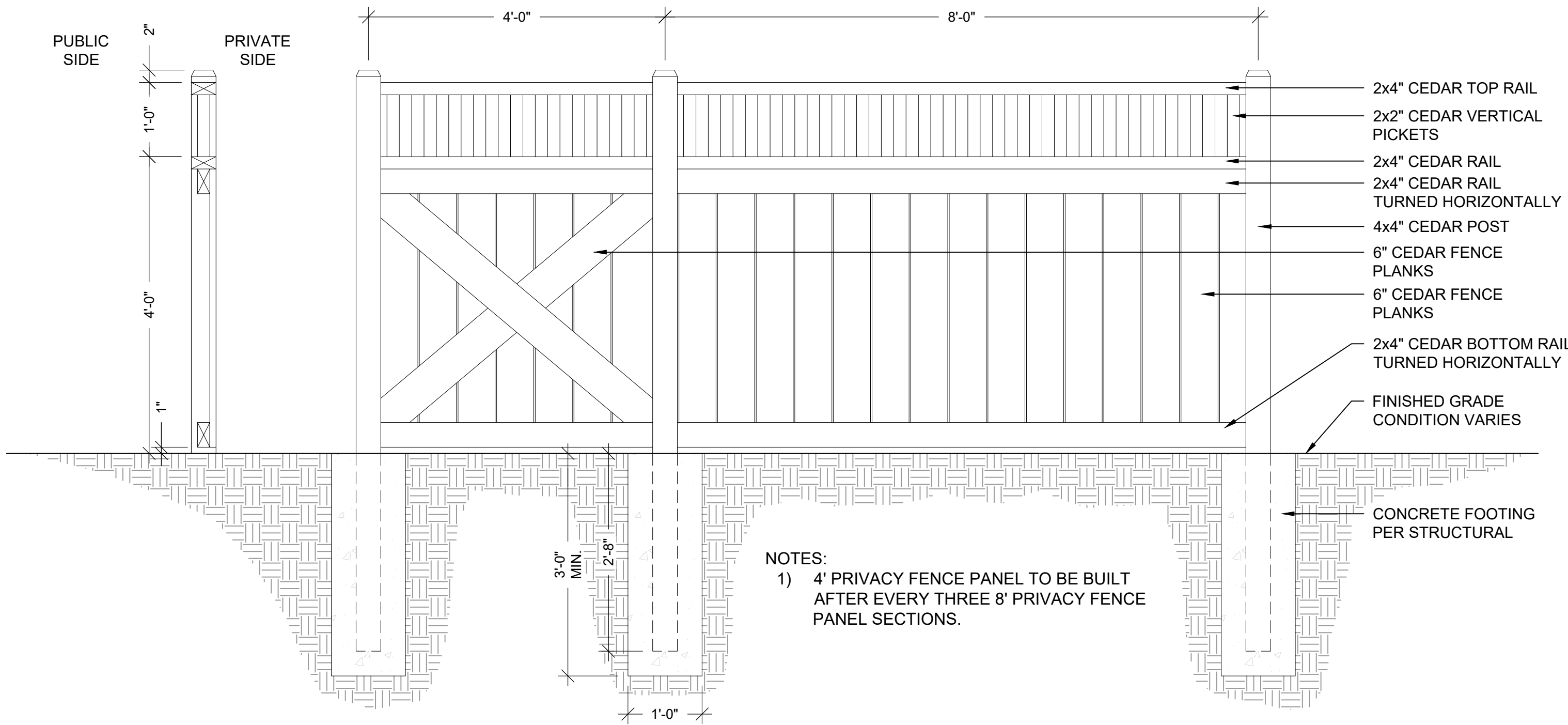
A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



L 5' PRIVACY FENCE DETAIL
SCALE: NTS



M 2-RAIL FENCE DETAIL
SCALE: NTS



NOTES:
1) 4' PRIVACY FENCE PANEL TO BE BUILT
AFTER EVERY THREE 8' PRIVACY FENCE
PANEL SECTIONS.

N 5' MODIFIED PRIVACY FENCE DETAIL
SCALE: NTS

ARCHITECT / PLANNER

LAI
Design
Group

world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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ENGINEER

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GREENWOOD VILLAGE, CO 80111
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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L2.03

14 OF 46

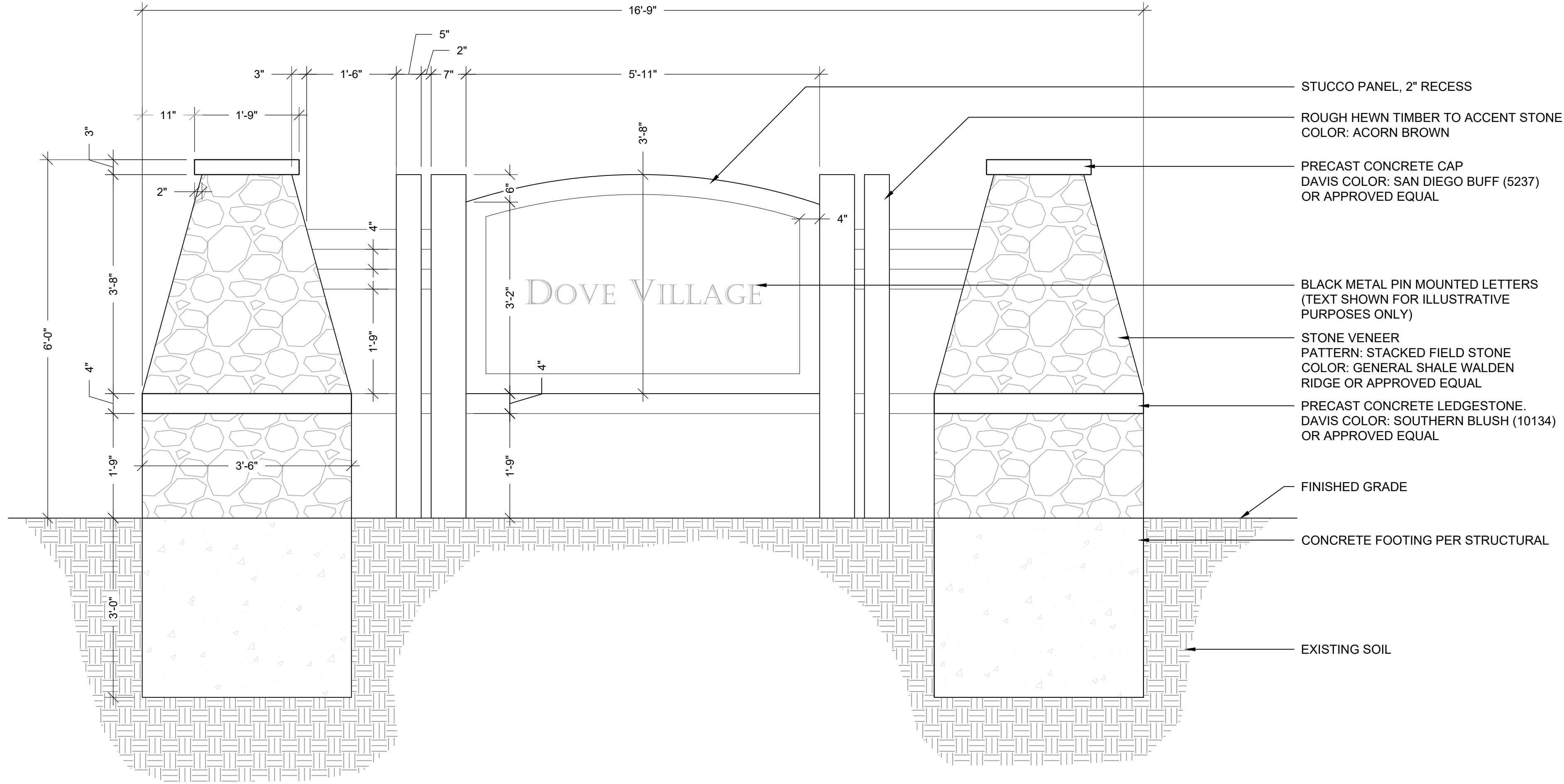


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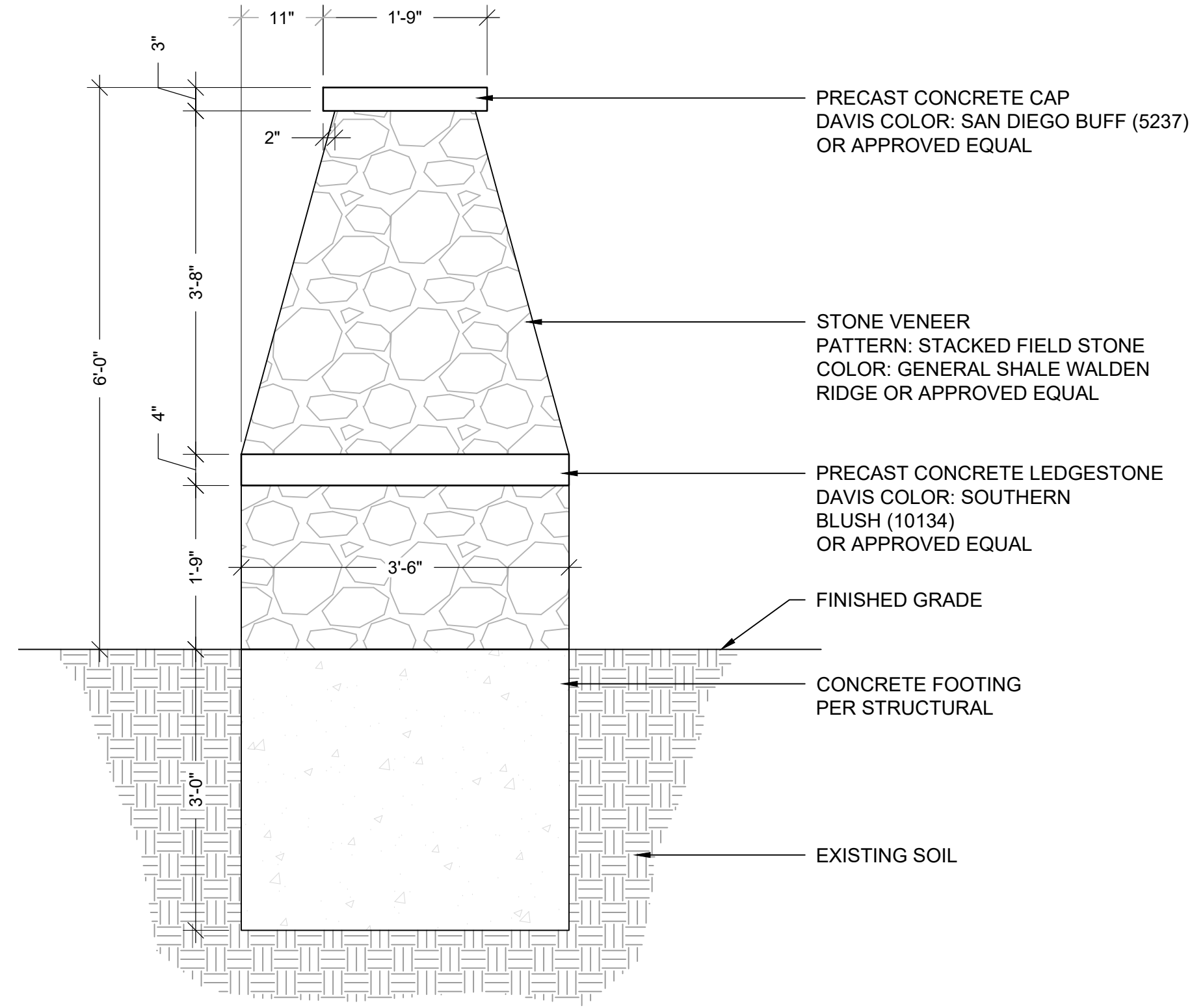
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



O MONUMENT ENTRY SIGN - SECTION
SCALE: NTS



P MONUMENT ENTRY SIGN - SIDE SECTION
SCALE: NTS

- NOTES:
- 1) SIGN FABRICATOR TO SPECIFY LIGHTING OPTIONS THAT ADHERE TO TOWN OF PARKER CODE REGULATION.
 - 2) SIGN FABRICATOR SHALL PROVIDE FOOTING AND STRUCTURAL DETAILS.
 - 3) STRUCTURAL ENGINEERING SHALL BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.
 - 4) CONTRACTOR TO PROVIDE SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
 - 5) CONTRACTOR TO PROVIDE SAMPLES OF ALL COLORS/MATERIALS FOR FINAL APPROVAL, BY OWNER, PRIOR TO INSTALLATION.
 - 6) SIGNAGE LETTERING, FONT AND SIZE TO BE APPROVED BY OWNER PRIOR TO INSTALLATION.
 - 7) ALL ELEVATIONS SHOWN ARE GENERAL GUIDELINES AND ARE INTENDED TO SHOW DESIGN INTENT, FIELD ADJUST AS REQUIRED FOR CONTRACTABILITY.
 - 8) SIGNAGE IS NOT APPROVED AS PART OF THE FINAL PLAT PLAN AND WILL REQUIRE A SEPARATE SIGN PERMIT.

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

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7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

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L2.04

15 OF 46

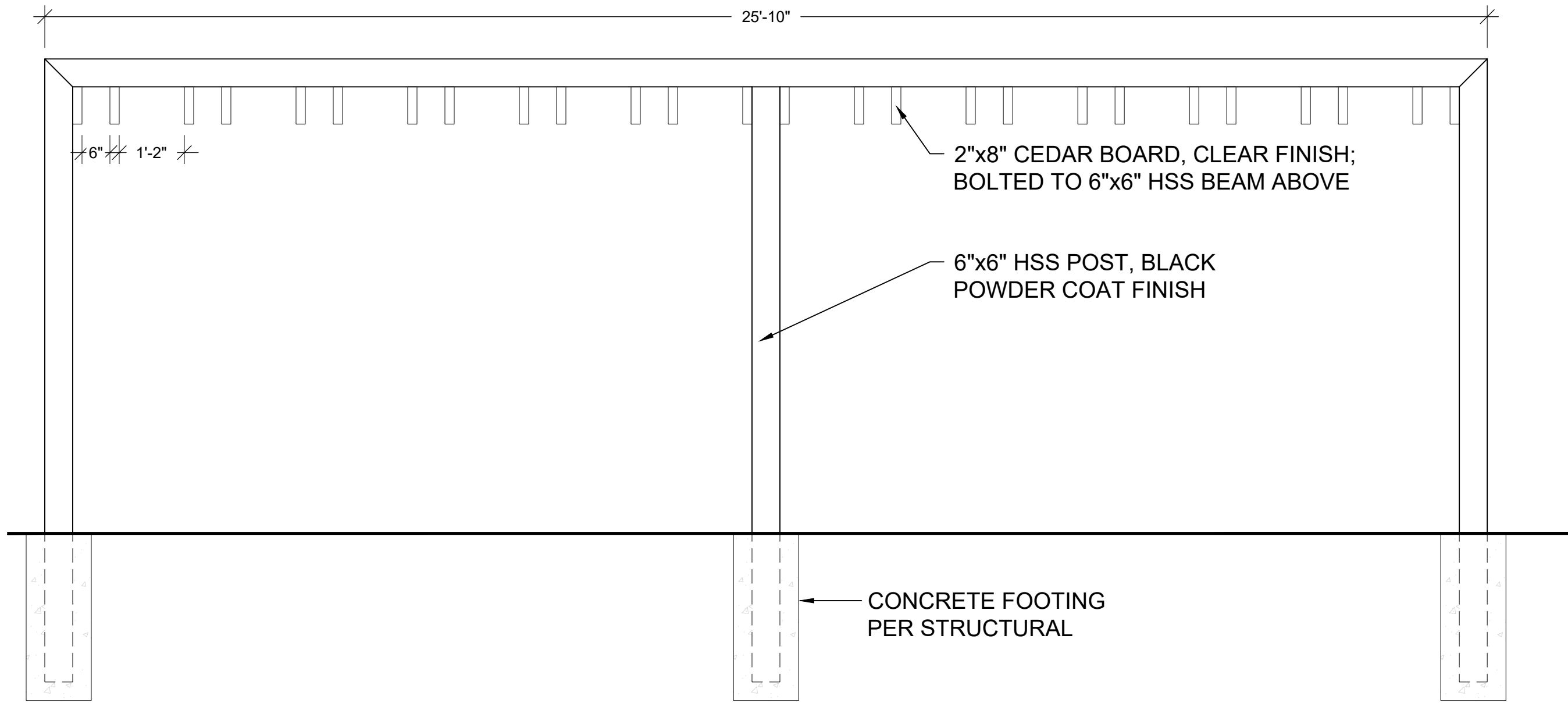


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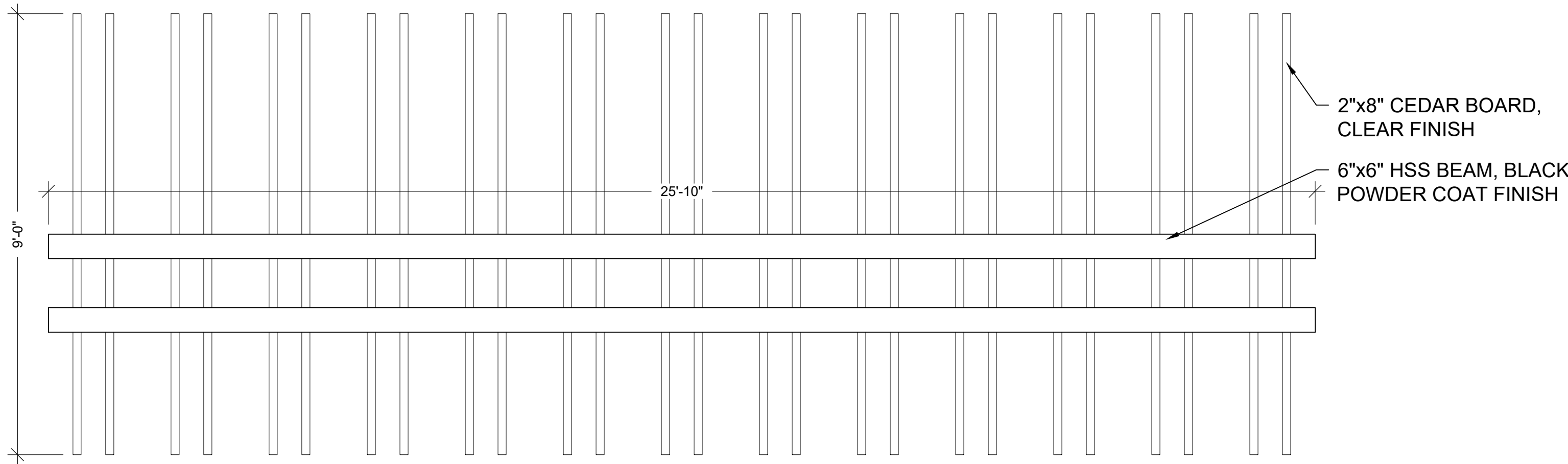
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

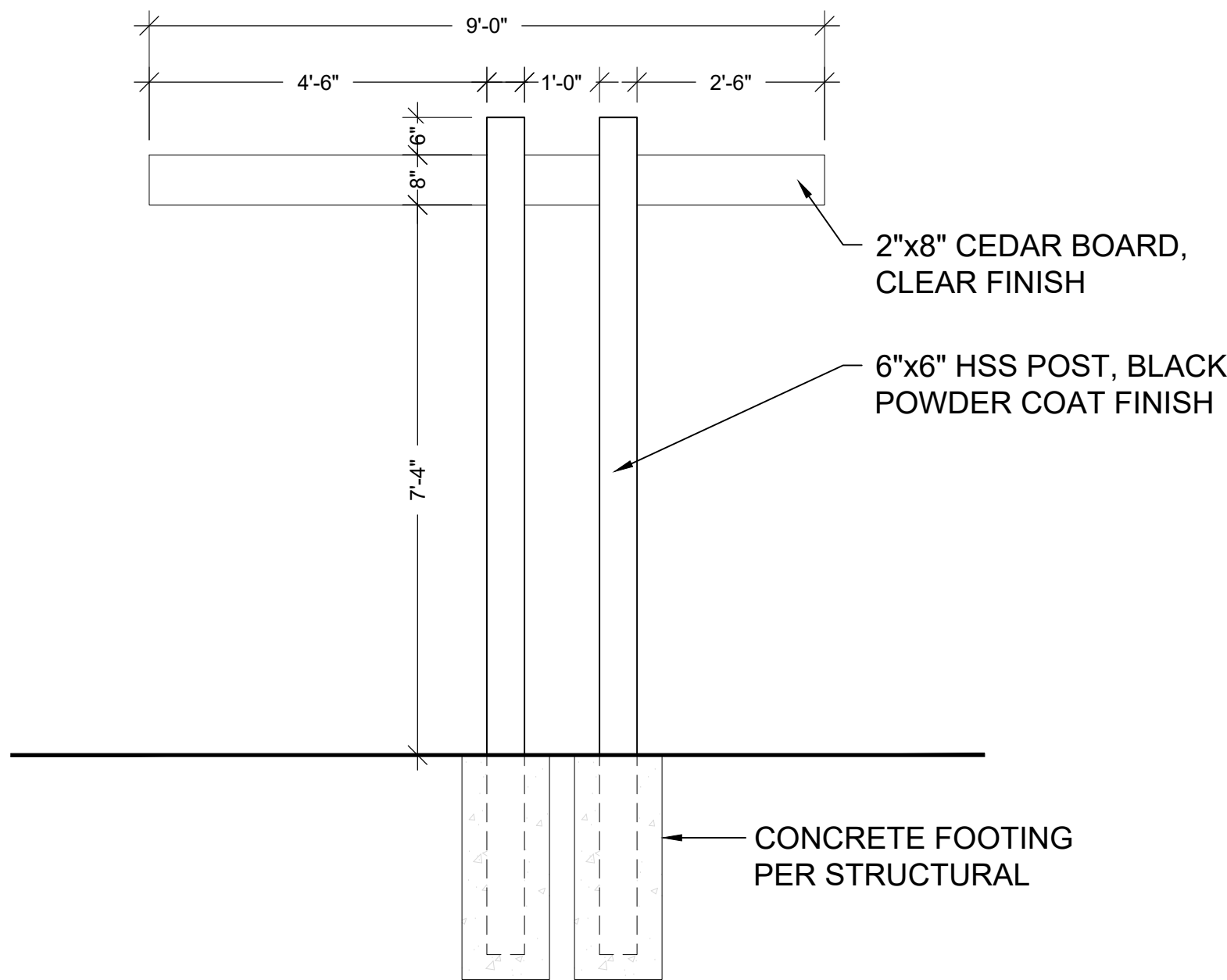
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



Q TRELLIS DETAIL - ELEVATION
SCALE: 1/2" = 1'-0"



R TRELLIS DETAIL - PLAN VIEW
SCALE: 1/2" = 1'-0"



S TRELLIS DETAIL - SIDE ELEVATION
SCALE: 1/2" = 1'-0"

NOTES:
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Englewood, Colorado 80112
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PARKER, CO
SITE DETAILS

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4th Submittal	08/17/2020

SHEET NUMBER

L2.05

16 OF 46



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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



Mama Bear
a part of Creatures by UPC Parks

Installed in woodchips.

Plan view with use zone.

19'-4"
3'-0"
7'-0"
3'-4"

Mama Bear
Mama Bear is the mother of all playground bears. She makes a large climber where kids can try to clamber up onto her back. She goes well with her cubs; the Boy Cub and Girl Cub.

Material: PolyFiberCrete®
Finish/Texture: Light sandblast
Anti-graffiti: Acrylic sealer

Color Options:
Standard pictured.
Custom available.
Full or partial
mosaic available.
Colors may vary
from pictures.

For Ages: 2-12
Estimated Users: 4
Footings: Integral to part
Highest Designated Play Surface: 3'-11"
Installation: Install using two (2) straps under body.

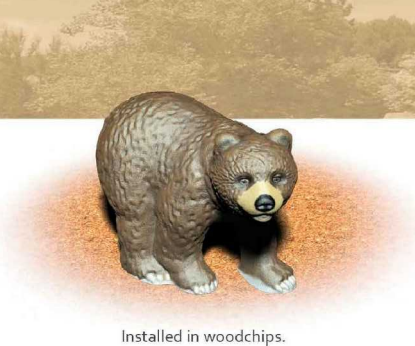
Weights can vary up to 5% and dimensions ± 1-inch.
Colors may vary from rendered and photo images.

12" of woodchips - on EPDM surfacing and fill.
12" of part must be installed below top of surfacing.

Rep.	Company	Phone
Contractor:	Project:	
Part Name: Mama Bear	Part #: 14401	Weight: 4,500 lbs
Part #: 530-243-6477	Contact: Dan C.	Rev: 7/17 Page: 3/1

UPC Parks
530-605-2664
www.upcparks.com

MANUFACTURER: UPC PARKS
MODEL: 14401
QTY: 1
COLOR: N/A



Boy Cub
a part of Creatures by UPC Parks

Installed in woodchips.

Plan view with use zone.

16'-5"
14'-9"
3'-3"
4'-0"
3'-10"

Boy Cub
This young Boy Cub loves to let kids hop a ride on his back. He brings the wild of the forest into the local playground. He goes well with his other family bears: Girl Cub, Papa, and Mama Bear.

Material: PolyFiberCrete®
Finish/Texture: Light sandblast
Anti-graffiti: Acrylic sealer

Color Options:
Custom available.
Full or partial
mosaic available.
Colors may vary
from pictures.

For Ages: 2-12
Estimated Users: 2
Footings: Integral to part
Highest Designated Play Surface: 2'-10"
Installation: Install using two (2) straps under body.

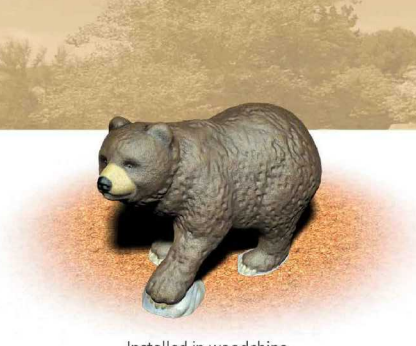
Weights can vary up to 5% and dimensions ± 1-inch.
Colors may vary from rendered and photo images.

12" of woodchips - on EPDM surfacing and fill.
12" of part must be installed below top of surfacing.

Rep.	Company	Phone
Contractor:	Project:	
Part Name: Boy Cub	Part #: 14402	Weight: 1,500 lbs
Part #: 530-243-6477	Contact: Dan C.	Rev: 2/17 Page: 1/1

UPC Parks
530-605-2664
www.upcparks.com

MANUFACTURER: UPC PARKS
MODEL: 14402
QTY: 1
COLOR: N/A



Girl Cub
a part of Creatures by UPC Parks

Installed in woodchips.

Plan view with use zone.

16'-10"
14'-6"
2'-2"
4'-6"
4'-0"

Girl Cub
This young Girl Cub is friends to all children in the playground. She's great for riding on her back or being part of imaginative play. She goes great with her family: Boy Cub, Mama, and Papa Bear.

Material: PolyFiberCrete®
Finish/Texture: Light sandblast
Anti-graffiti: Acrylic sealer

Color Options:
Custom available.
Full or partial
mosaic available.
Colors may vary
from pictures.

For Ages: 2-12
Estimated Users: 2
Footings: Integral to part
Highest Designated Play Surface: 3'-0"
Installation: Install using two (2) straps under body.

Weights can vary up to 5% and dimensions ± 1-inch.
Colors may vary from rendered and photo images.

12" of woodchips - on EPDM surfacing and fill.
12" of part must be installed below top of surfacing.

Rep.	Company	Phone
Contractor:	Project:	
Part Name: Girl Cub	Part #: 14403	Weight: 1,450 lbs
Part #: 530-243-6477	Contact: Dan C.	Rev: 2/17 Page: 1/1

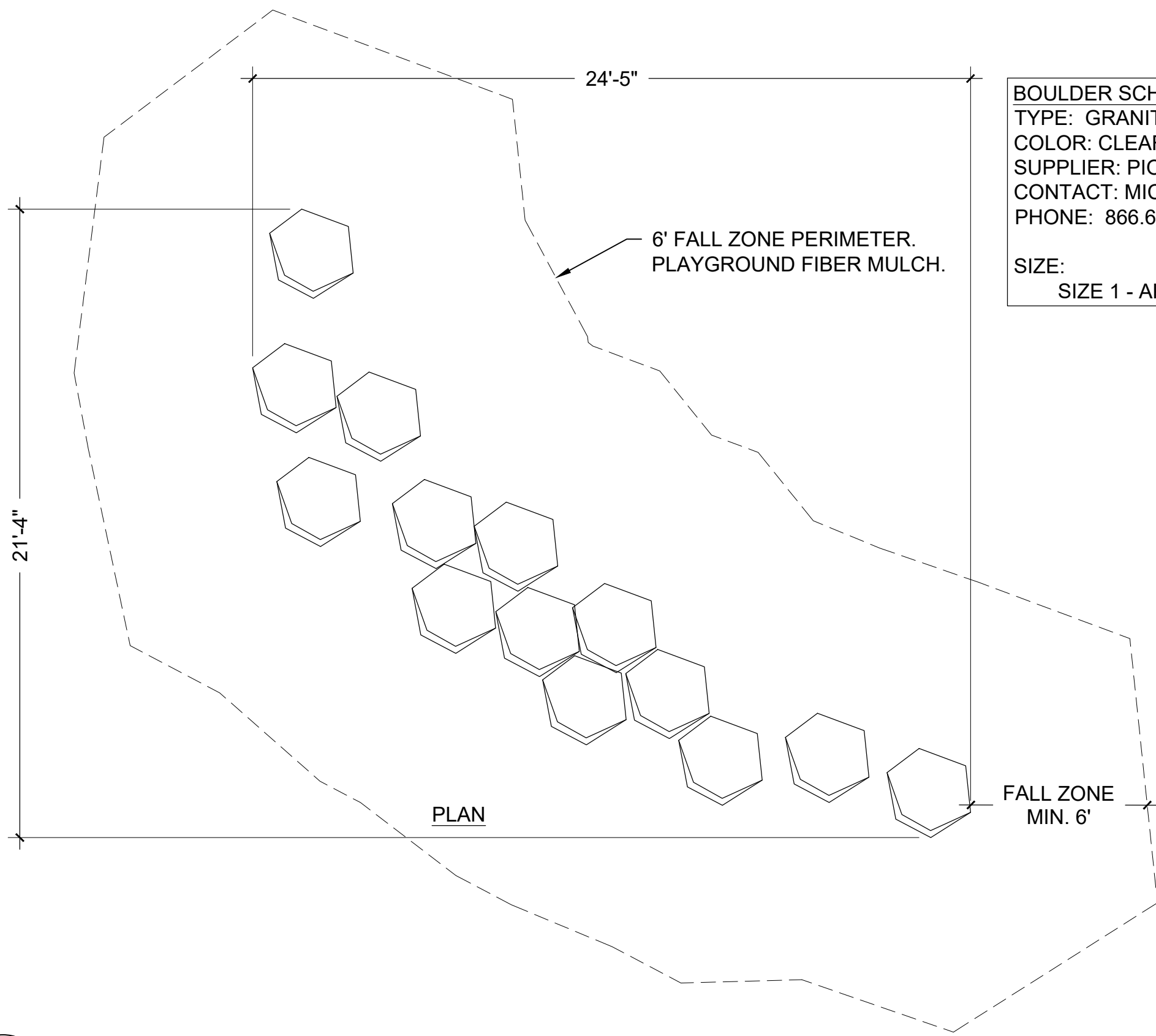
UPC Parks
530-605-2664
www.upcparks.com

MANUFACTURER: UPC PARKS
MODEL: 14403
QTY: 1
COLOR: N/A

T MAMA BEAR SCALE: NTS

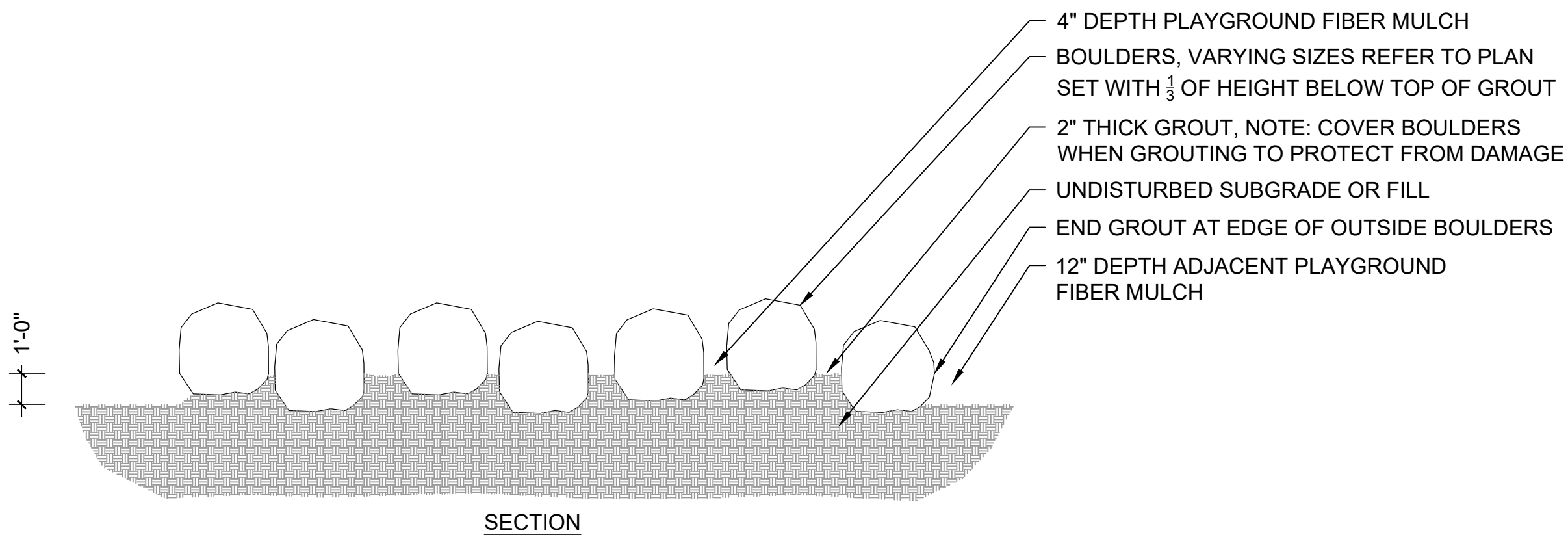
U BOY CUB SCALE: NTS

V GIRL CUB SCALE: NTS



BOULDER SCHEDULE:
TYPE: GRANITE, SURFACE SELECT
COLOR: CLEAR CREEK
SUPPLIER: PIONEER LANDSCAPE CENTERS
CONTACT: MICHAEL FORD
PHONE: 866.600.0652 DIRECT: 720-250-7879

SIZE:
SIZE 1 - APPROX. 3'X3'X3' OR 1.35 TONS



W CUSTOM BOULDER SCRAMBLE SCALE: 3" = 1'-0"

NOTES:
1) INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.



ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
SITE DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
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SHEET NUMBER

L2.06

17 OF 46

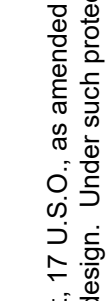
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Section 102 of the Copyright Act



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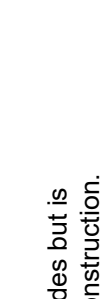
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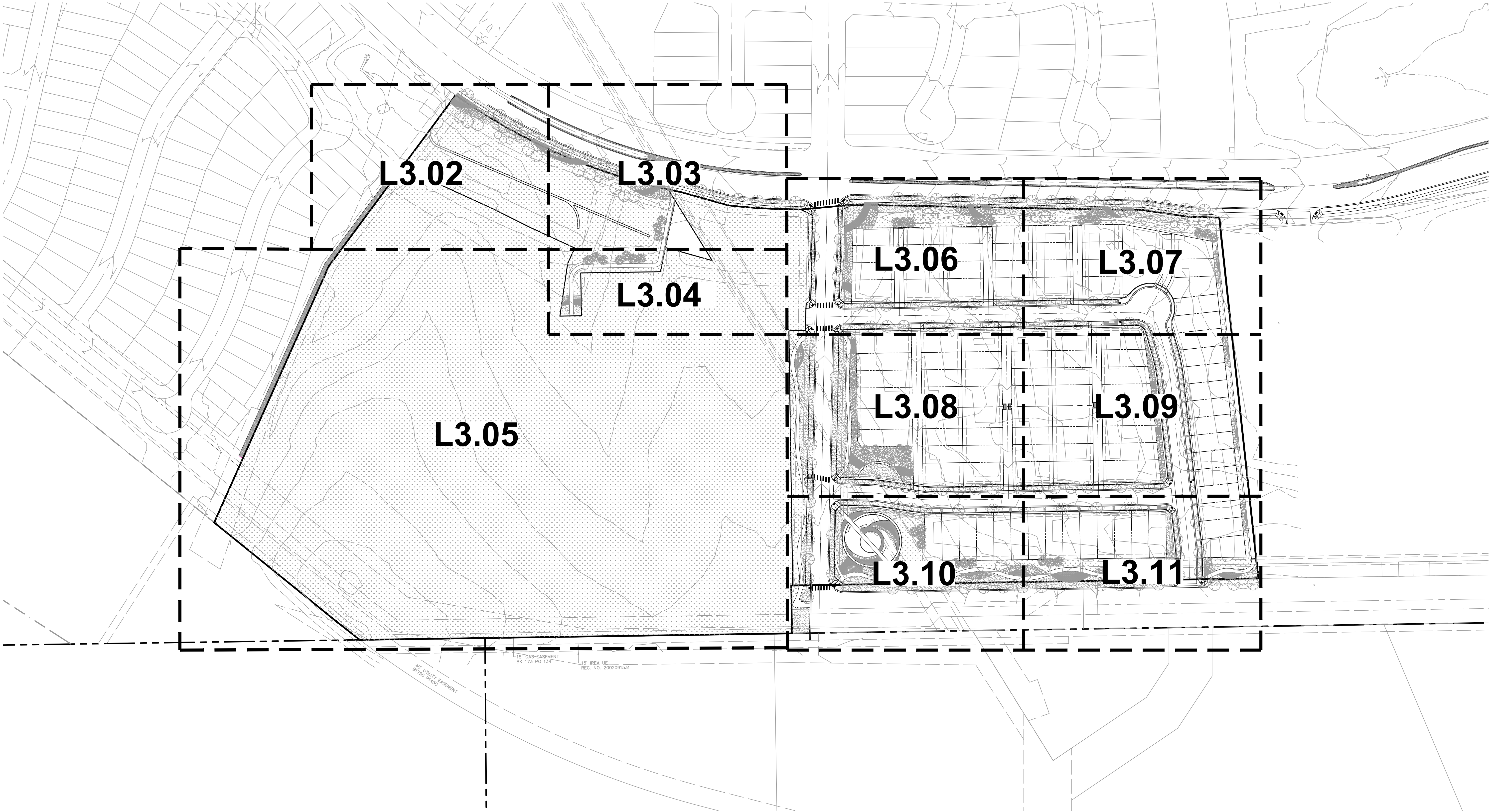
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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PARKER, CO
LANDSCAPE PLAN

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CHECKED BY: JC

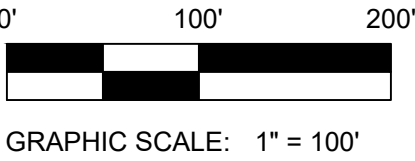
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L3.01

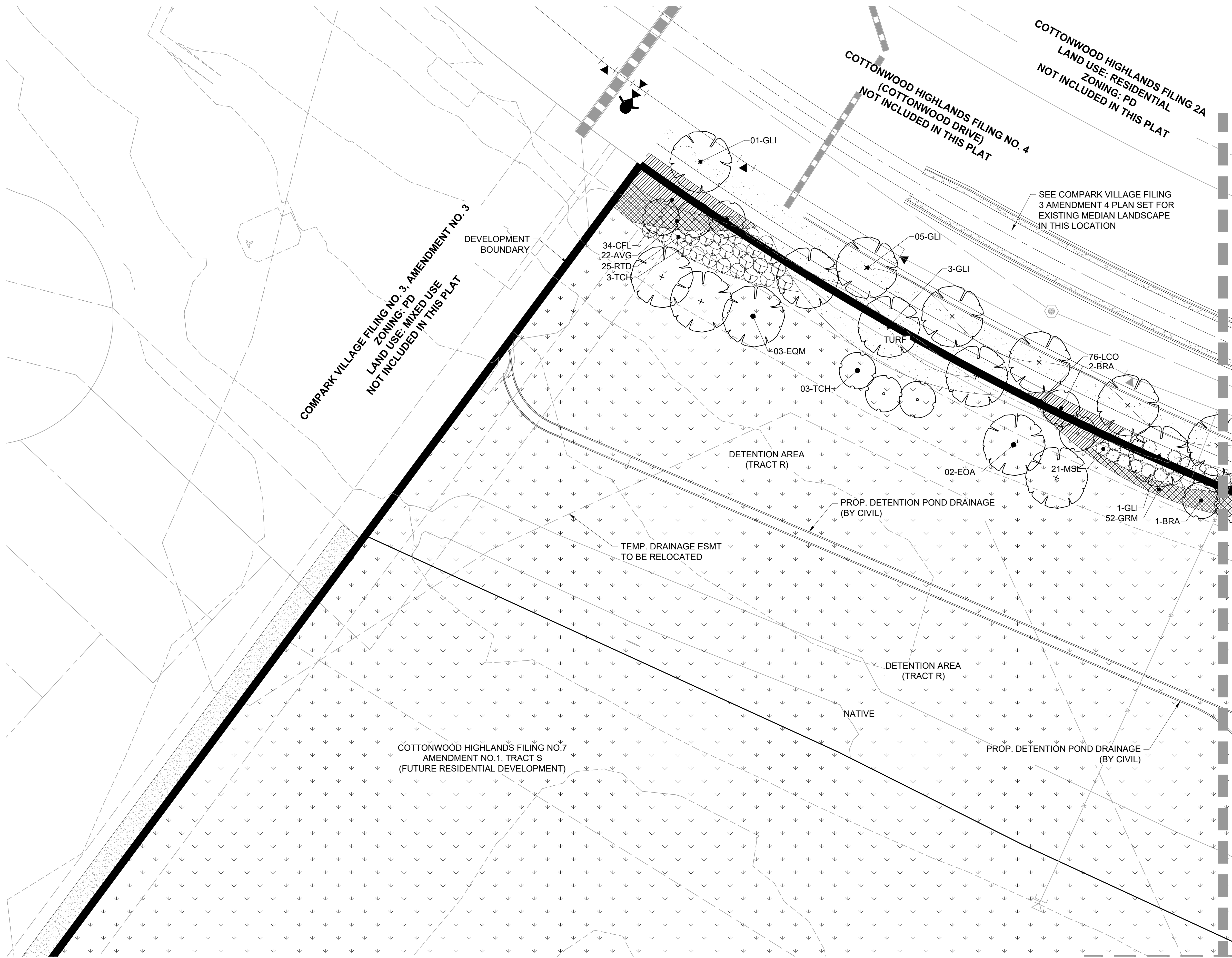
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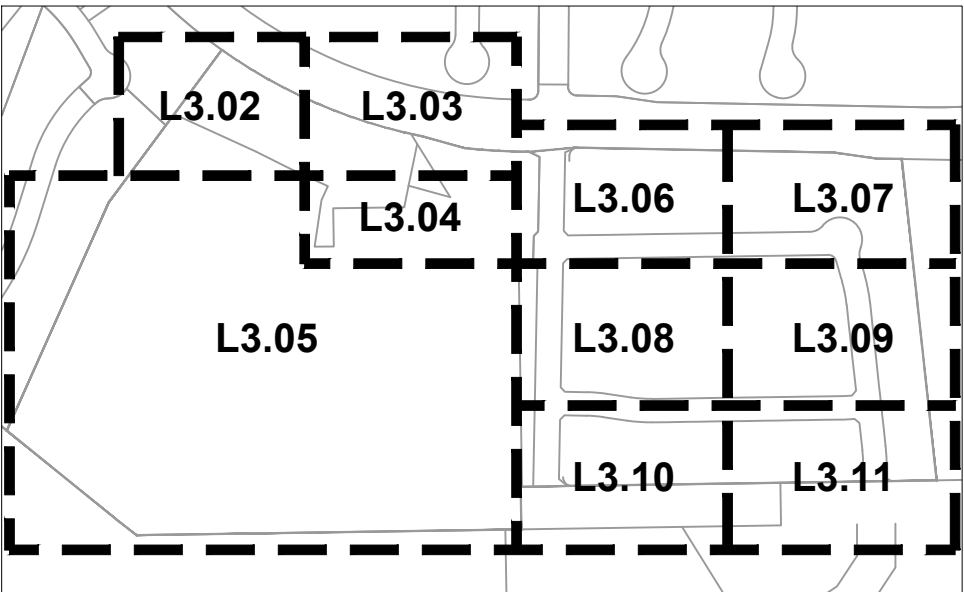
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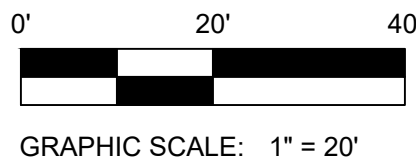


KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- SIGHT DISTANCE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
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PARKER, CO
LANDSCAPE PLAN

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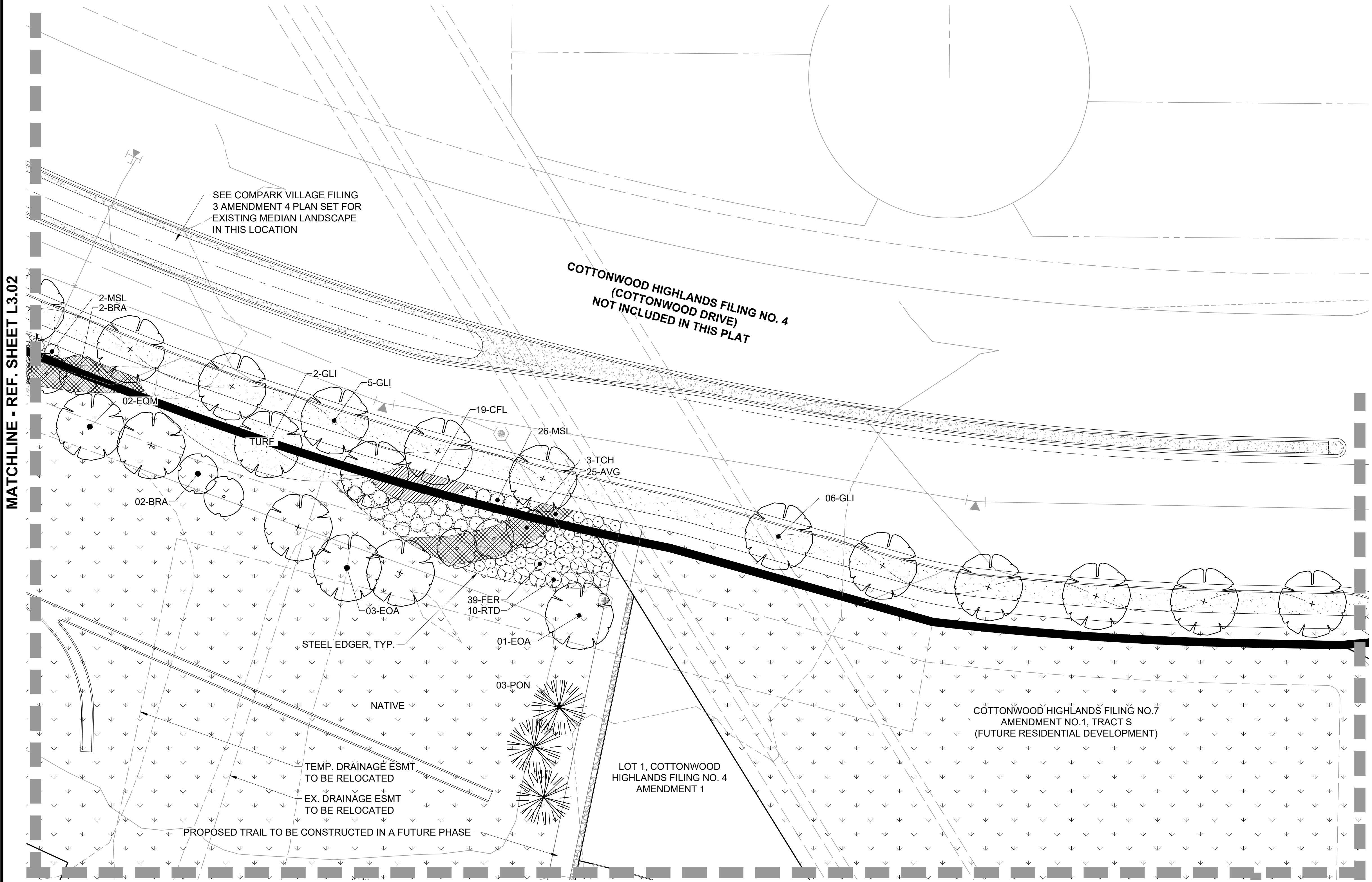
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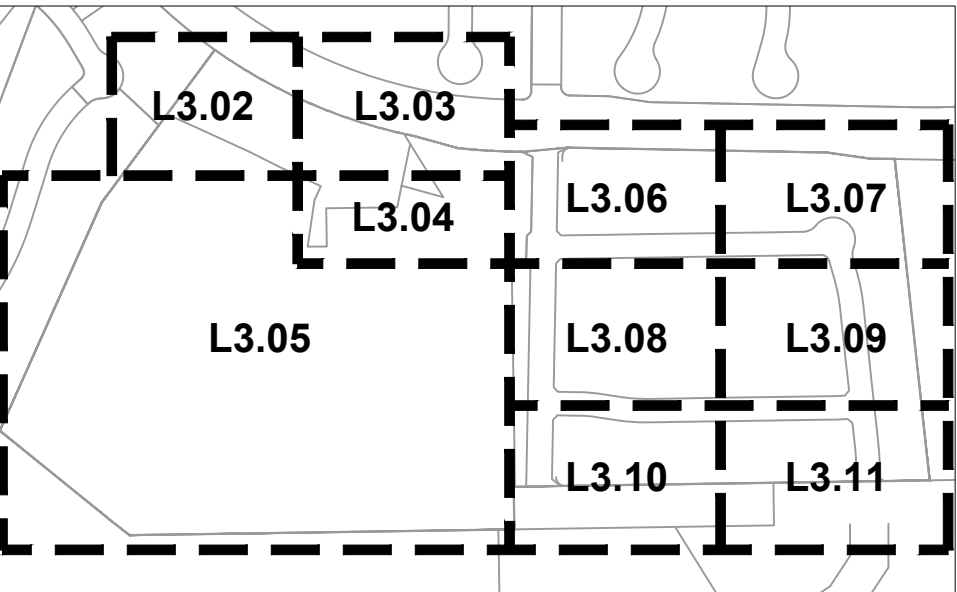
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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KEY MAP



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ENGINEER

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OWNER

MANHARD CONSULTING
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

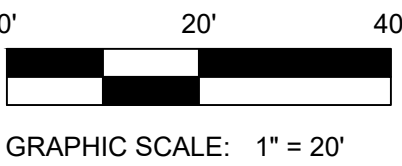
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SHEET NUMBER

L3.03

21 OF 46



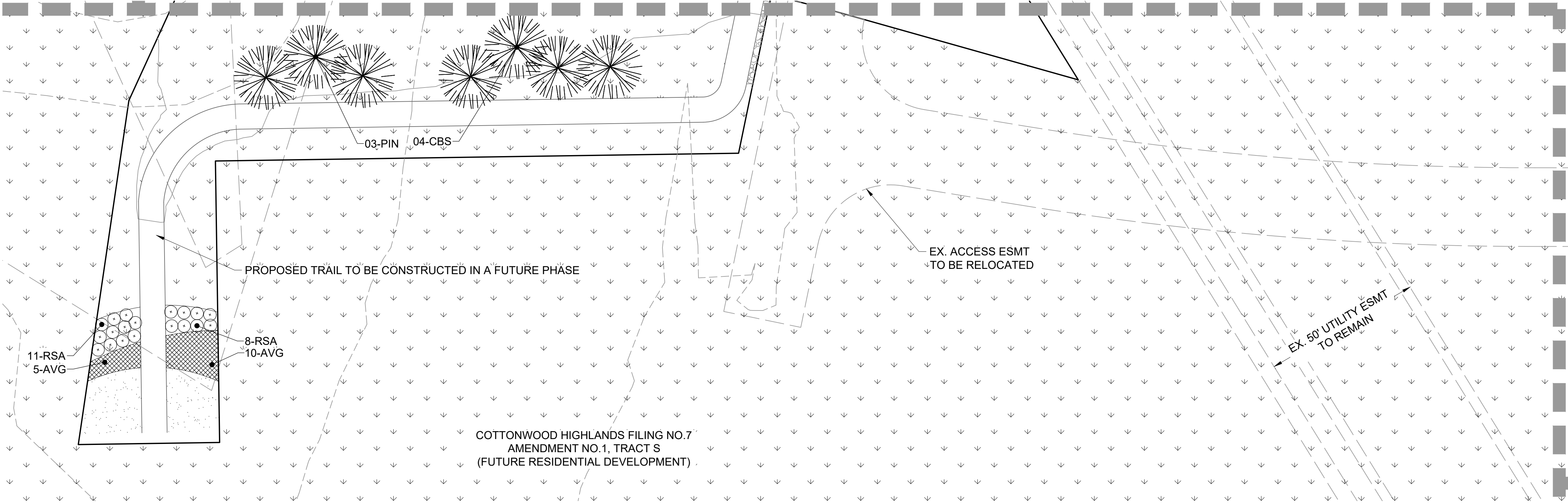
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

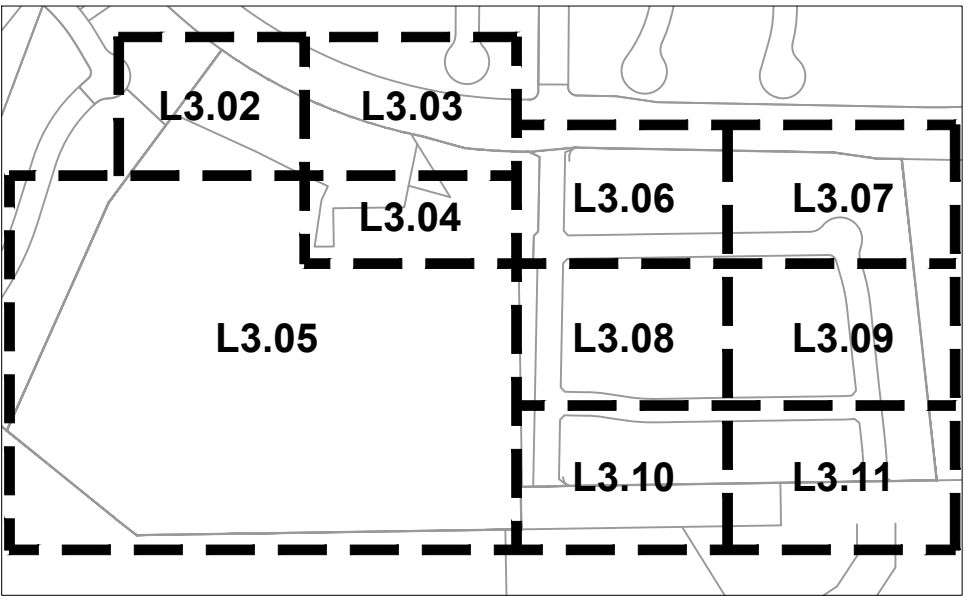
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MATCHLINE - REF. SHEET L3.03



MATCHLINE - REF. SHEET L3.06

KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
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PARKER, CO
LANDSCAPE PLAN

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CHECKED BY: JC

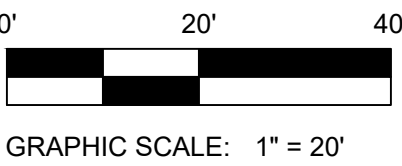
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22 OF 46

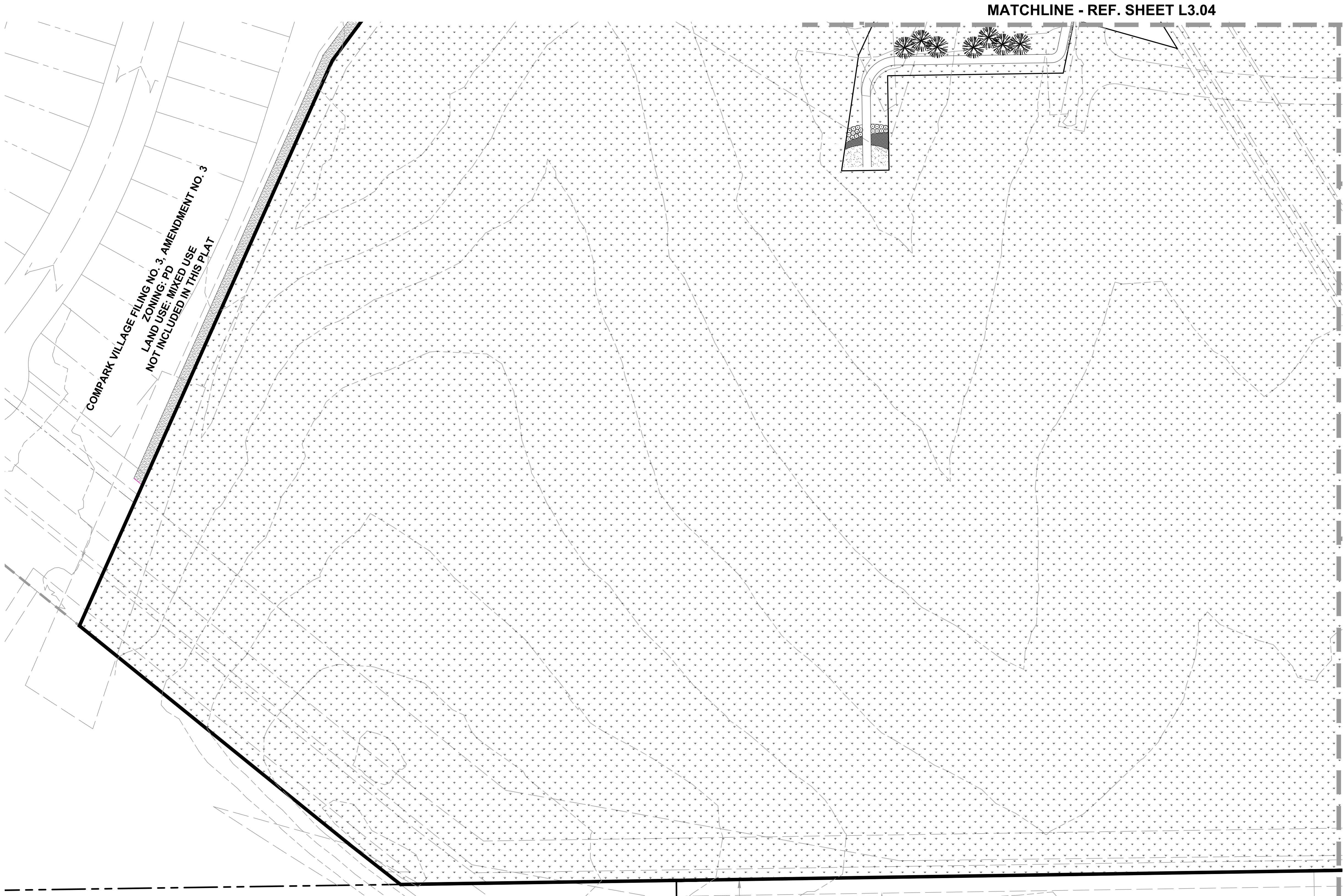


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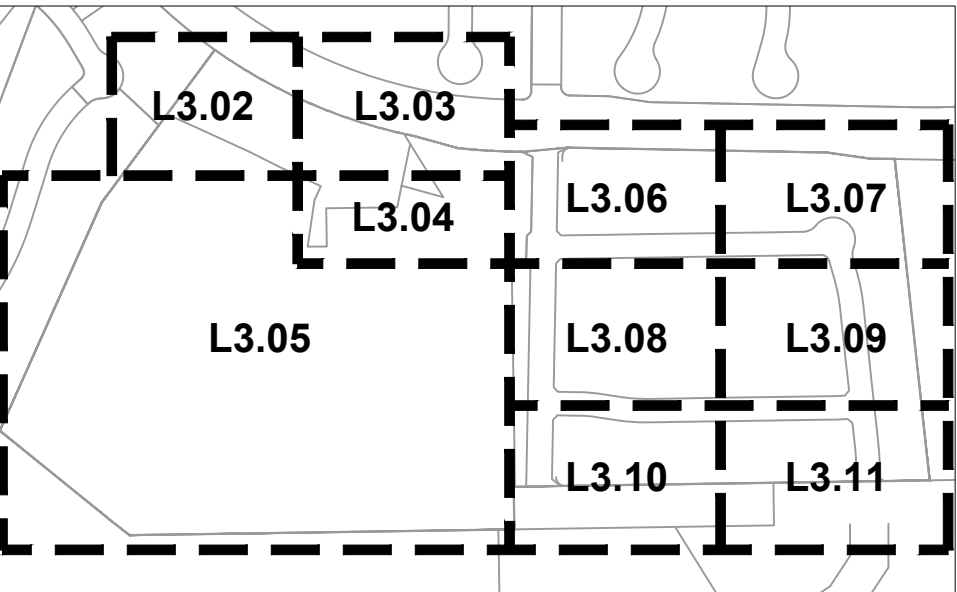
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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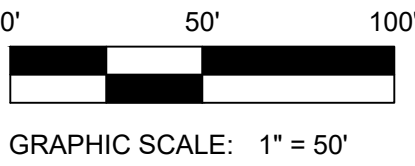


KEY MAP



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PARKER, CO
LANDSCAPE PLAN

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DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
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SHEET NUMBER

L3.05

23 OF 46

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

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WOOD HIGHLANDS FILING /
- LANDSCAPE & IRRIGATION PLAN
PARKER, CO
LANDSCAPE PLAN

The diagram shows a building layout with the following rooms and their approximate positions:

- L3.02**: Top left room.
- L3.03**: Room to the right of L3.02.
- L3.04**: Room below L3.03.
- L3.05**: Large room occupying the bottom left area.
- L3.06**: Top right room.
- L3.07**: Room to the right of L3.06.
- L3.08**: Room below L3.06.
- L3.09**: Room to the right of L3.08.
- L3.10**: Room below L3.08.
- L3.11**: Room to the right of L3.10.

The layout includes various doorways and corridors connecting these rooms. A thick dashed line outlines the main perimeter of the building, while thinner lines indicate internal walls and doorways.

	DEVELOPMENT BOUNDARY
	STREET ROW
	UTILITY EASEMENT
	PROPERTY LOT LINE
	LOT SETBACK
	CENTER LINE
	SIGHT DISTANCE
	OPEN SPACE FENCE
	5' PRIVACY FENCE
	5' MODIFIED PRIVACY FENCE
	EDGER
	CRUSHER FINES
	PLAYGROUND MULCH
	TURF
	NATIVE SEED
	LANDSCAPE COBBLE
	PERENNIALS
	ORNAMENTAL GRASSES
	DECIDUOUS SHADE TREE
	DECIDUOUS ORNAMENTAL TREE
	EVERGREEN TREE
	DECIDUOUS SHRUBS
	EVERGREEN SHRUBS
	ORNAMENTAL GRASSES

ISSUE RECORD

SHEET NUMBER

24 OF 46

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0' 20' 40'

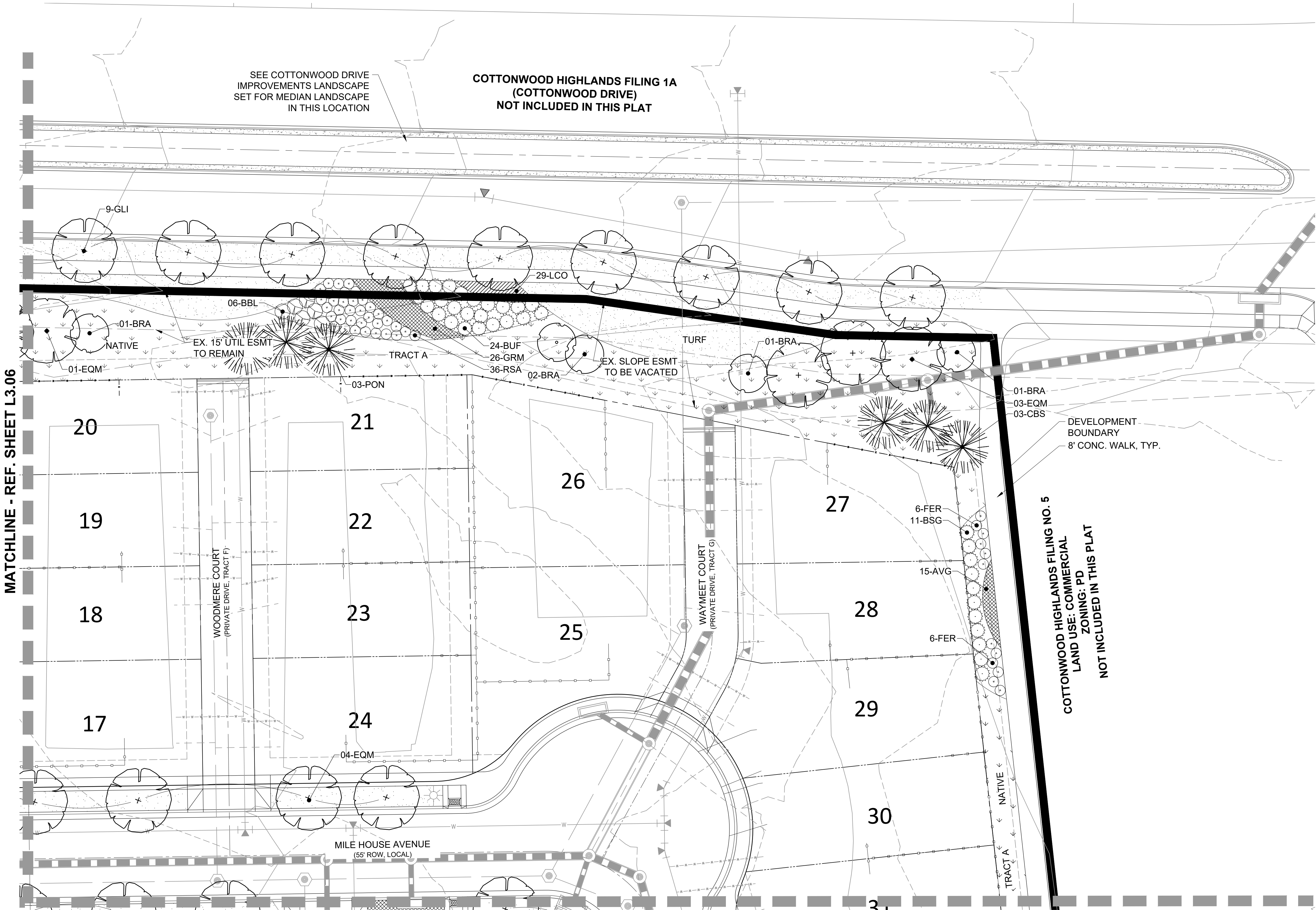


GRAPHIC SCALE: 1" = 20'

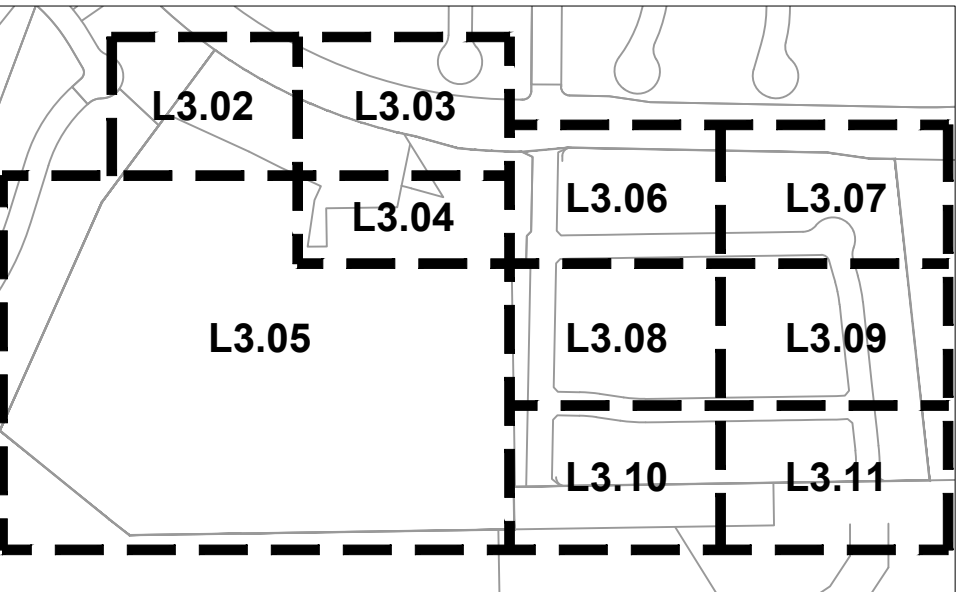


COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

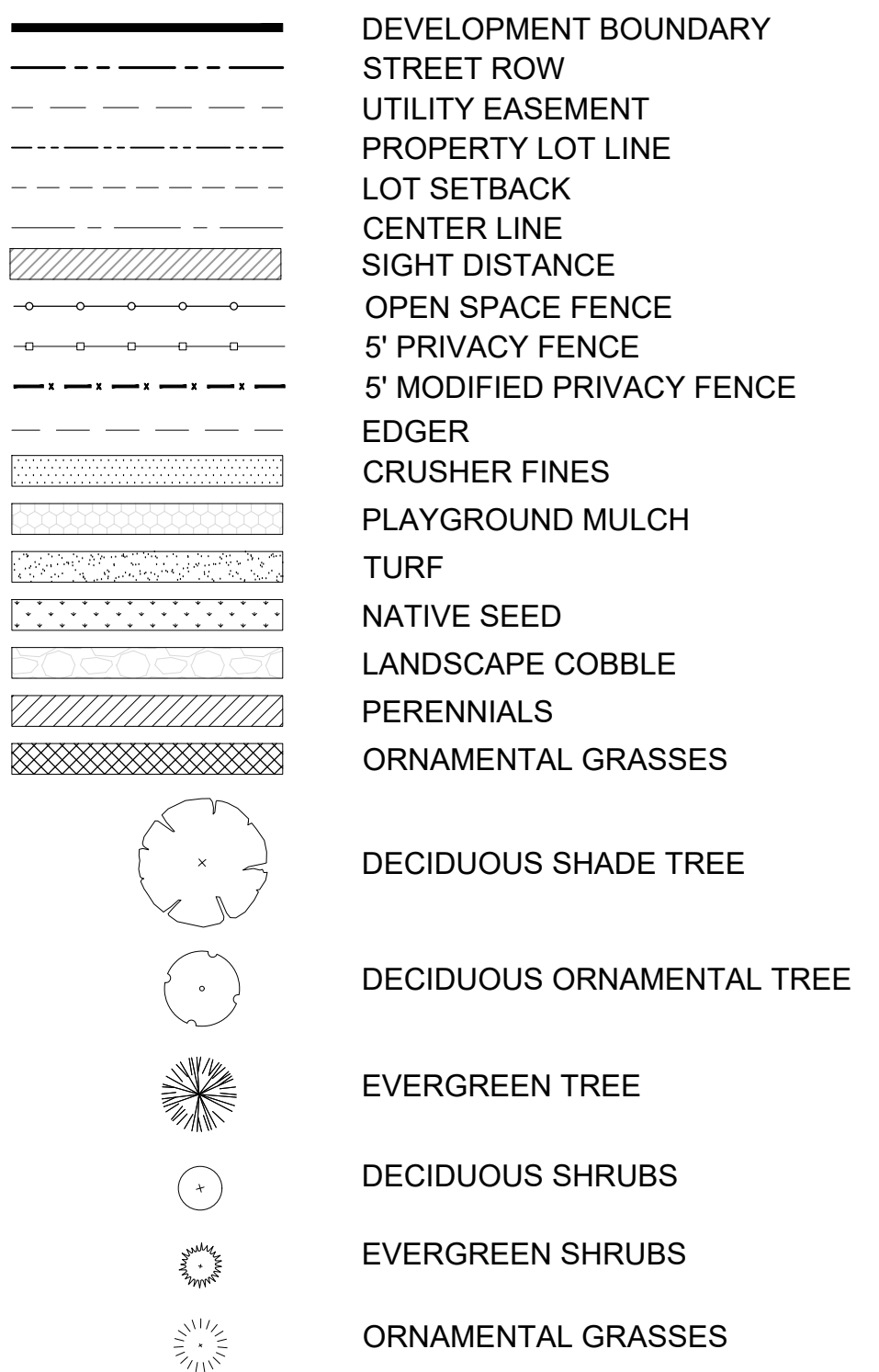
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KEY MAP



LEGEND



ARCHITECT / PLANNER

LAI
Design
Group
world wide
88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

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L3.07

25 OF 46

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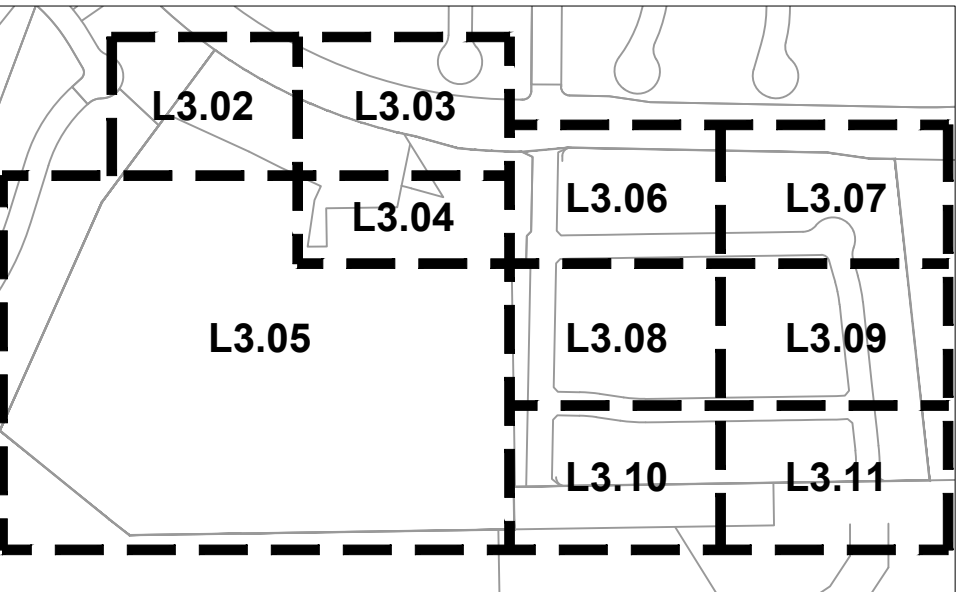
ENGINEER

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ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
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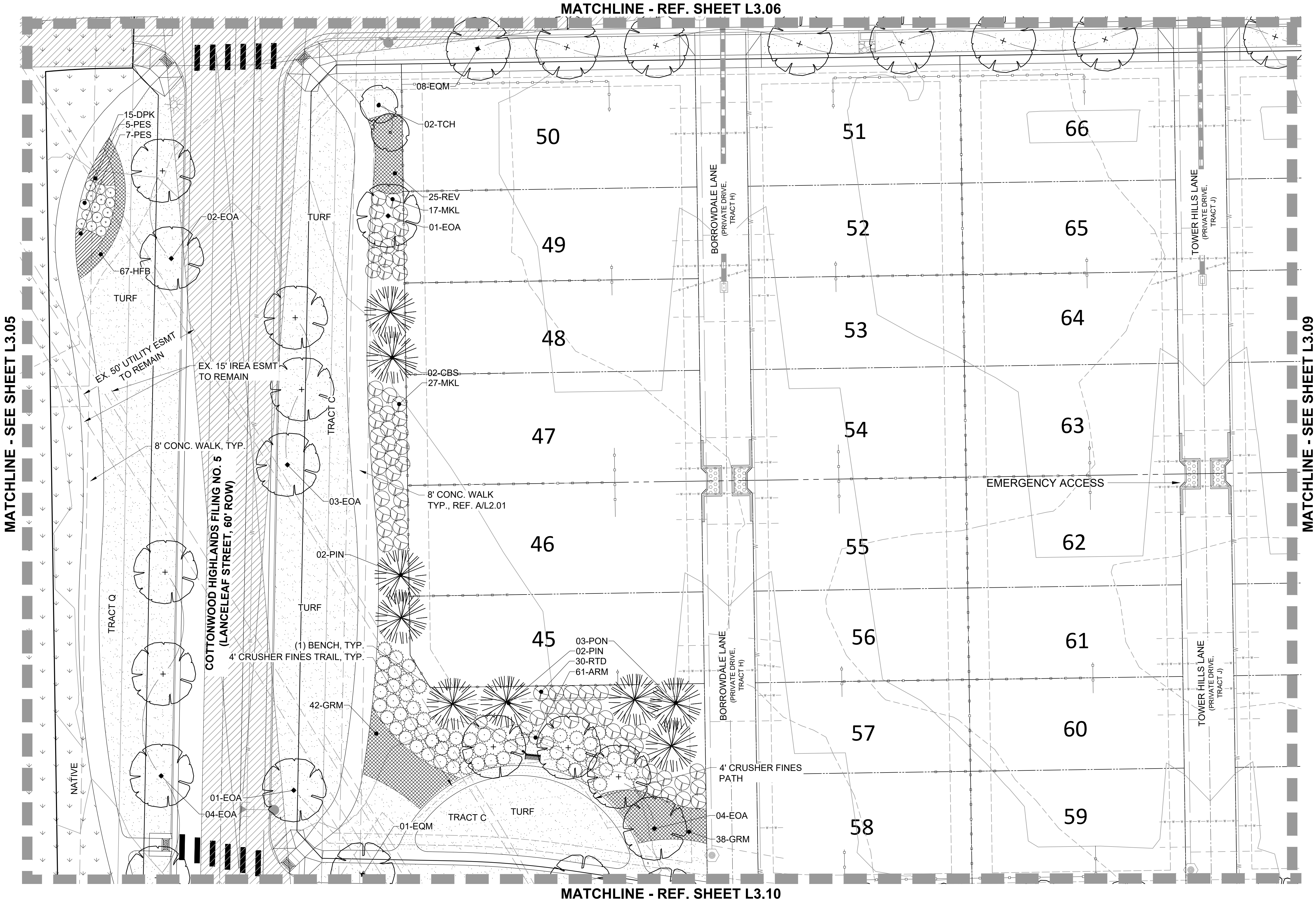
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7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
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KEY MAP



LEGEND

- DEVELOPMENT BOUNDARY
- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- LOT SETBACK
- CENTER LINE
- SIGHT DISTANCE
- OPEN SPACE FENCE
- 5' PRIVACY FENCE
- 5' MODIFIED PRIVACY FENCE
- EDGER
- CRUSHER FINES
- PLAYGROUND MULCH
- TURF
- NATIVE SEED
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- PERENNIALS
- ORNAMENTAL GRASSES
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- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
LANDSCAPE PLAN

PROFESSIONAL STAMP

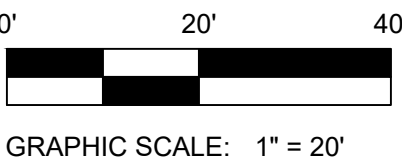
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SHEET NUMBER

L3.08

26 OF 46



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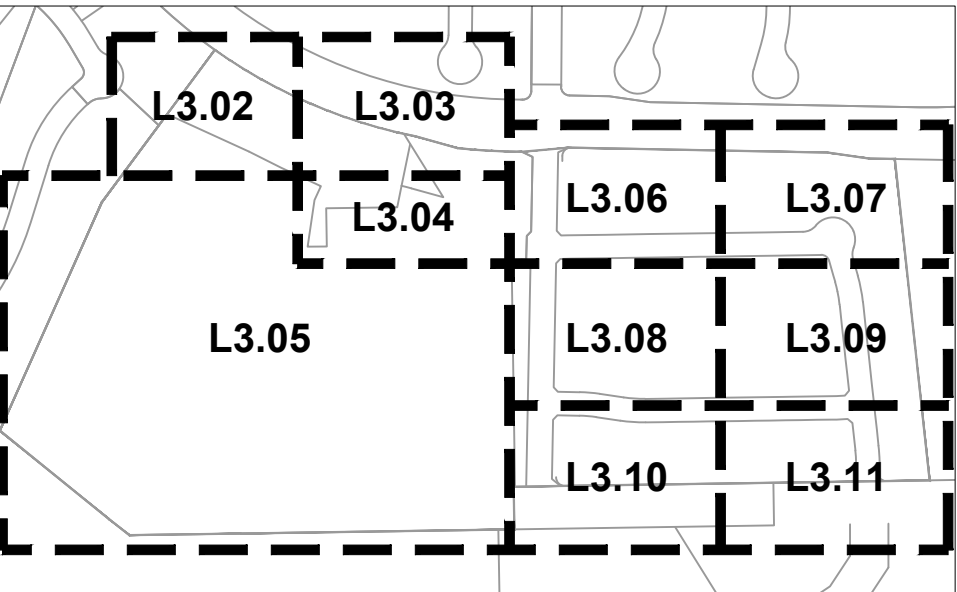
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MATCHLINE - REF. SHEET L3.07

MATCHLINE - REF. SHEET L3.11

KEY MAP



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27 OF 46

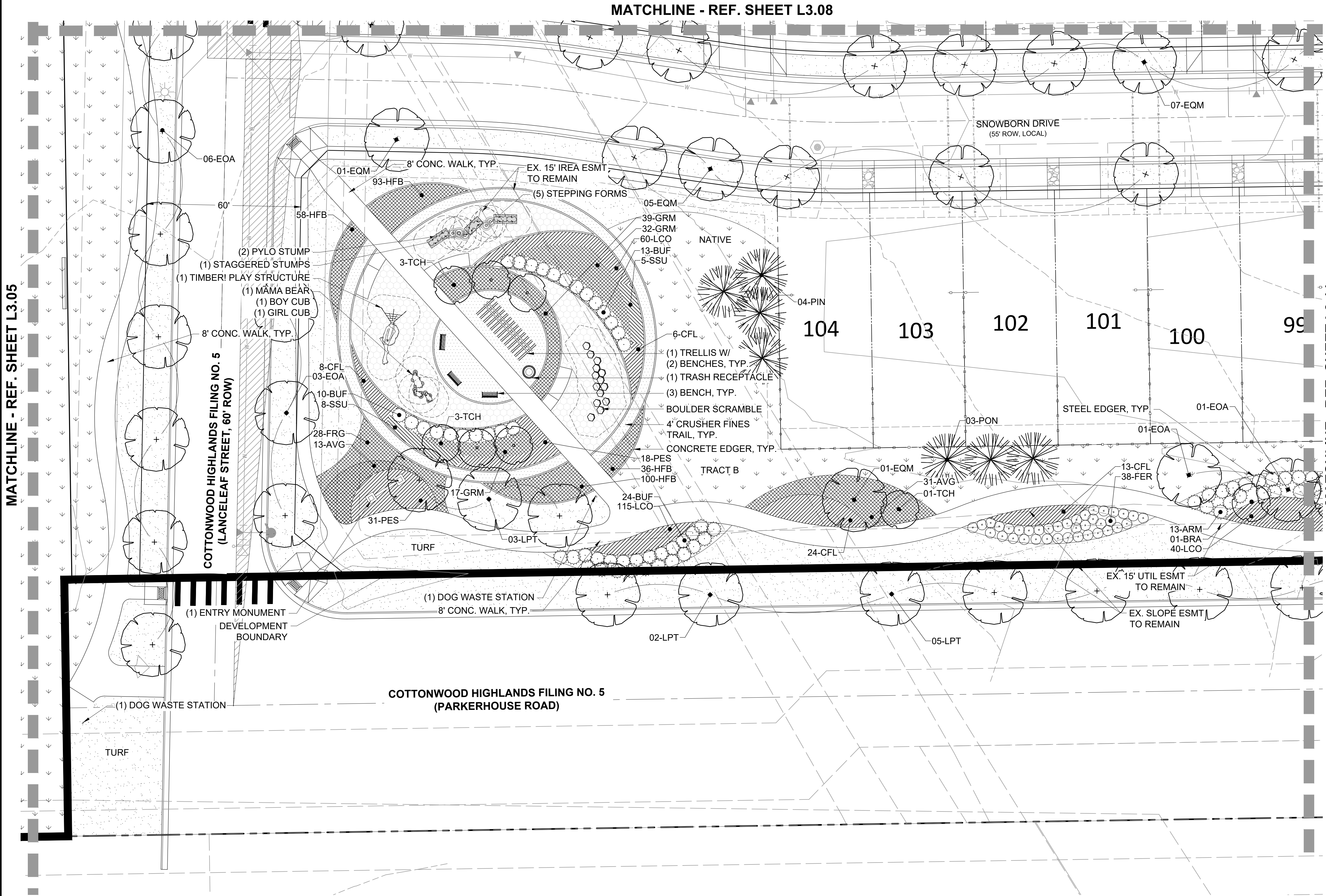
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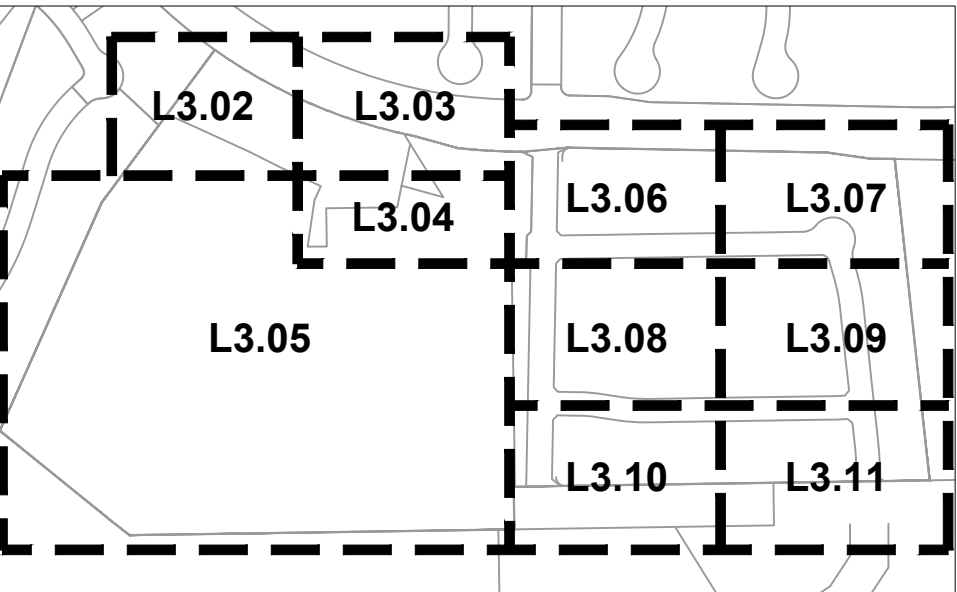
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PARKER, CO
LANDSCAPE PLAN

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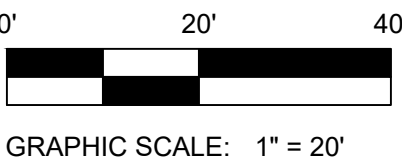
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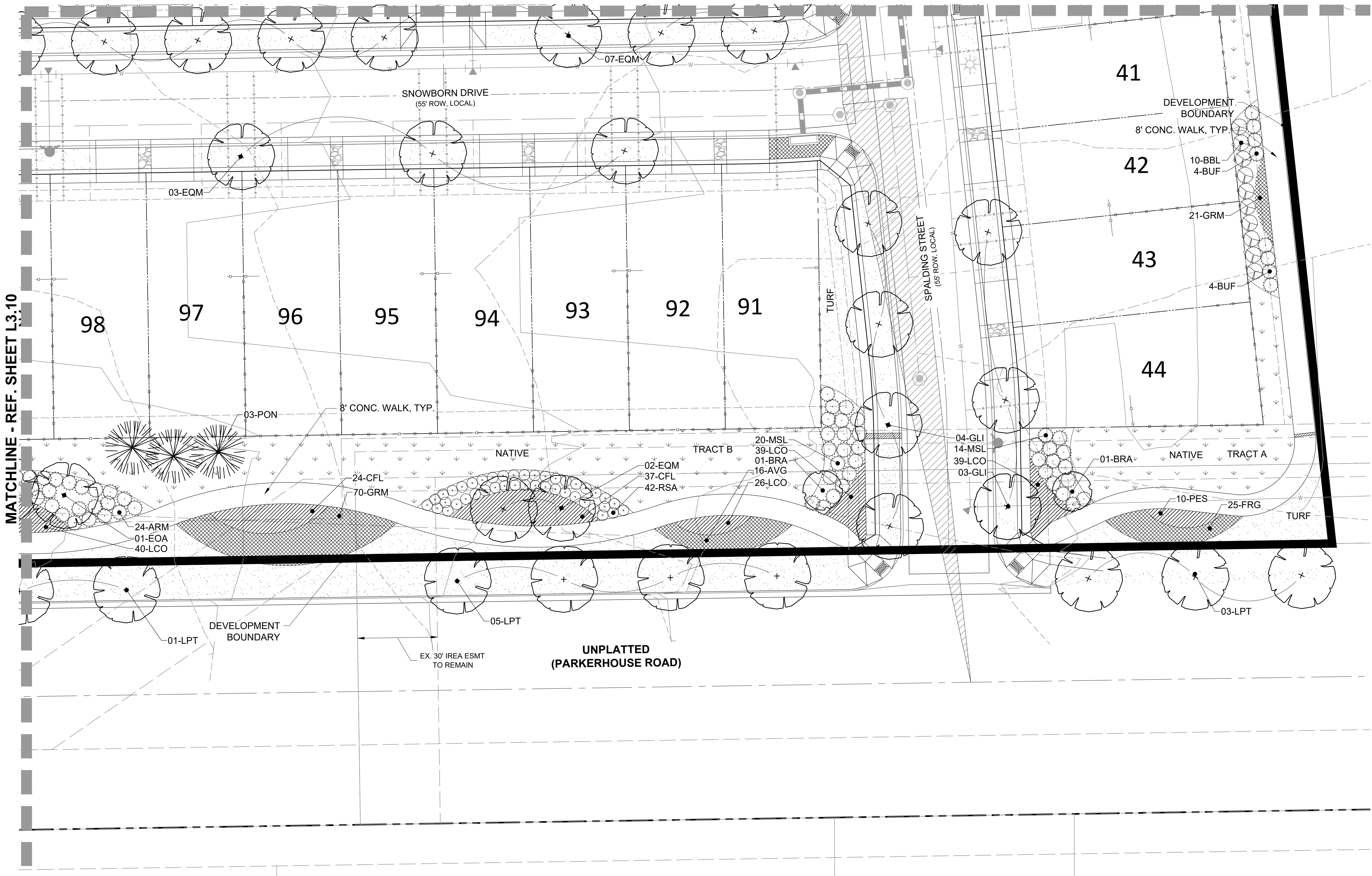
28 OF 46



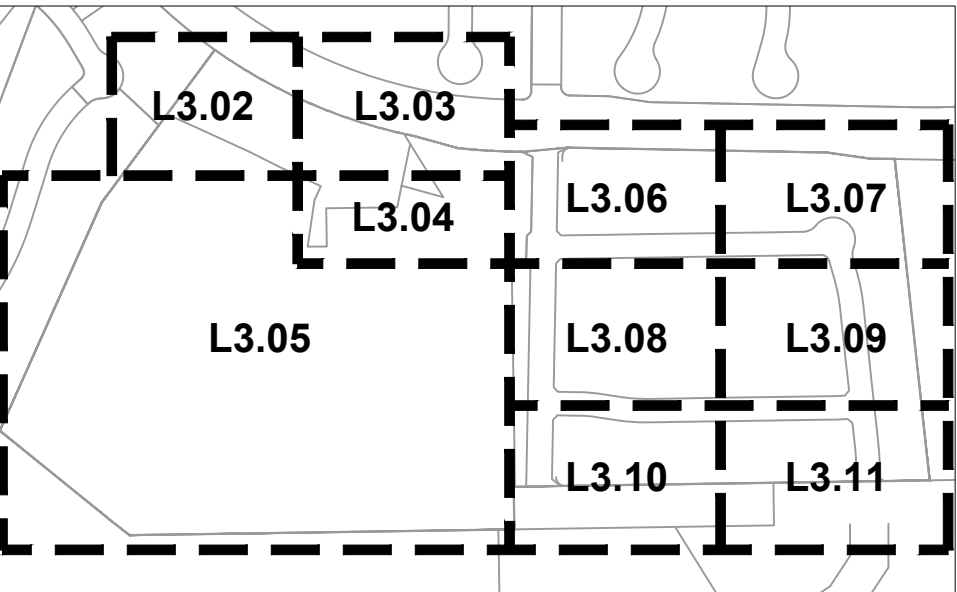
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MATCHLINE - REF. SHEET L3.09



KEY MAP



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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
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LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

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DRAWN BY: LR
CHECKED BY: JC

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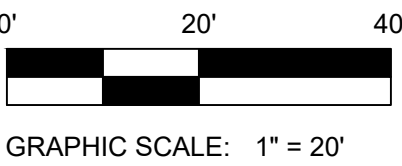
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29 OF 46

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COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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PLANTING SCHEDULE

SYM	QTY	COMMON NAME	BOTANICAL NAME	MATURE HT/SPRD	SIZE	MOISTURE
DECIDUOUS TREES						
EQM	60	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'	50'/40'	2"	MED
LPT	19	LONDON PLANETREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	60'/35'	2"	MED
EOA	42	ENGLISH OAK	QUERCUS ROBUR	50'/40'	2"	X
GLI	57	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	40'/30'	2"	MED
ORNAMENTAL TREES						
TCH	22	COCKSPUR HAWTHORN	CRATAEGUS CRUS-GALLI 'INERMIS'	20'/15'	2"	X
BRA	20	BRANDYWINE CRABAPPLE	MALUS 'BRANDYWINE'	25'/20'	2"	LOW
EVERGREEN TREES						
CBS	12	COLORADO BLUE SPRUCE	PICEA PUNGENS	30'/10'	6'	MED
PIN	14	PINYON PINE	PINUS EDULIS	50'/20'	6'	X
PON	15	PONDEROSA PINE	PINUS PONDEROSA	40'/25'	6'	X
DECIDUOUS SHRUBS						
BBL	26	BUTTERFLY BUSH	BUDDLEIA DAVIDII	5'/5'	18-24"	MED
FER	101	FERNBUSH	CHAMAEBATIARA MILLEFOLIUM	4'/4'	12-15"	X
RTD	91	RED TWIG DOGWOOD	CORNUS SERICEA 'BAILEY'	8'/8'	5'	MED
RSA	97	RUSSIAN SAGE	PEROVSKIA ARTIPLICIFOLIA	4'/4'	18-24"	X
DPK	33	DOUBLE PINK KNOCKOUT ROSE	ROSA 'RADTKOPINK'	4'/4'	#5	MED
MKL	97	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	5'/5'	15-18"	X
EVERGREEN SHRUBS						
BSG	57	SPANISH GOLD BROOM	CYTISUS PURGANS 'SPANISH GOLD'	4'/6'	#5	X
ARM	111	ARMSTRONG JUNIPER	JUNIPERUS CHINENSIS 'ARMSTRONGII'	4'/4'	#5	X
BUF	87	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	1'/6'	#5	X
MSL	156	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'	3'/4'	#5	X
ORNAMENTAL GRASSES						
FRG	118	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	5'/4'	#1	LOW
AVG	171	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	3'/5'	#1	X
GRM	440	REGAL MIST GULF MUHLY	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	2.5'/4'	#1	X
HFB	354	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1'/2'	#1	X
PERENNIALS						
REV	42	RED VALERIAN	CENTRANTHUS RUBER	3'/4'	#1	X
SSU	13	SNOW-IN-SUMMER	CERASTIUM TOMETOSUM	8"/5'	#1	X
CFL	177	PURPLE CONEFLOWER	ECHINACEA PURPUREA	3'/4'	#1	X
PES	71	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	3'/4'	#1	X
LCO	464	LAVENDER COTTON	SANTOLINA CHAMAECYPARISUS	1.5'/2.5'	#1	X

NOTE: 'X' = XERIC / LOW WATER

TOWN OF PARKER NATIVE SEED MIX 2

22% SLENDER WHEATGRASS
18% SODAR STREAMBANK WHEATGRASS
13% ARIZONA FESCUE
13% BLUE GRAMA
12% BUFFALOGRASS
12% BARLEY OR OATS
5% SPIKE MUHLY
5% INDIAN RICEGRASS
100% NATIVE SEED MIX 2

LANDSCAPE TABLE

TYPE	AREA (SF)	% OF TOTAL
TURF	99,521	8%
NATIVE SEED	1,063,903	88%
ROCK MULCH	27,385	2%
WOOD MULCH	18,803	2%
COBBLE	984	0.1%
TOTAL:	1,210,596	100%

LANDSCAPE NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING. IT IS FURTHER RECOMMENDED THE CONTRACTOR TEST SOILS TO ENSURE NO CONTAMINATION IS PRESENT.
- PLANTING SCHEDULE QUANTITIES ARE FOR CONTRACTOR CONVENIENCE ONLY. WHERE CONFLICT OCCURS, THE QUANTITIES SHOWN ON PLAN SHALL PREVAIL.
- ALL TREES, SHRUBS, PERENNIALS, SOD, AND/OR SEED AREAS SHALL BE GUARANTEED TO REMAIN ALIVE AND HEALTHY FOR A 12-MONTH PERIOD AFTER INITIAL ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED AN ADDITIONAL 12-MONTHS UNTIL FINAL ACCEPTANCE. ALL REPLACEMENT COSTS SHALL BE BORN BY THE CONTRACTOR.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL UTILITIES AND STRUCTURES PRIOR TO AND DURING WORK. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE OWNER. ALL TREE AND SHRUB TAGS SHALL REMAIN ON THE PLANTS UNTIL THE TIME OF FINAL ACCEPTANCE.
- CONTRACTOR SHALL OBTAIN A LABORATORY TOPSOIL ANALYSIS REPORT TO PROVIDE ANALYSIS OF SOIL FERTILITY AND RECOMMENDATIONS FOR SOIL AMENDMENTS, FERTILIZER PRODUCTS AND APPLICATION RATES FOR TURF AREAS, TREES, SHRUBS AND PERENNIALS.
- ALL TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 6" AND STOCKPILED PRIOR TO CONSTRUCTION. FOLLOWING ROUGH GRADING, TOPSOIL SHALL BE CLEARED OF DEBRIS AND REDISTRIBUTED IN ALL LANDSCAPE AREAS.
- ALL TOPSOIL SHALL BE AMENDED WITH COMPOST AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA OR PER RECOMMENDATIONS OF TOPSOIL ANALYSIS. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL USING TILLER OR RIPPER TEETH EQUIPMENT IN SEED AND SOD AREAS. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OR PER TOPSOIL ANALYSIS, ROTOTILLED TO A MIN. DEPTH OF 8".
- DECIDUOUS TREES SHALL NOT BE PLANTED CLOSER THAN 6 FEET TO STREET BACK OF CURB, AND CONIFEROUS TREES NO CLOSER THAN 8 FEET TO PUBLIC STREET IMPROVEMENTS (IE: SIDEWALKS, CURB, ETC.). ALL TREES SHALL NOT BE PLANTED CLOSER THAN 15' TO ANY STORM PIPE, WATER LINES, OR SEWER LINE. NO TREES SHALL BE PLANTED IN DRY UTILITY EASEMENTS.
- ALL SHRUB BED AREAS SHALL BE EDGED WITH 6" ROLL-TOP GALVANIZED STEEL LANDSCAPE EDGER (3/16" X 6" DEEP) UNLESS OTHERWISE INDICATED. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS.
- CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER FABRIC AND MULCH HAVE BEEN INSTALLED.
- ALL TREE RINGS IN TURF (36" DIA.) AND ORNAMENTAL GRASS OR PERENNIAL PLANTINGS IN SHRUB BEDS SHALL BE MULCHED WITH DOUBLE-SHREDDED CEDAR MULCH (FRONT-RANGE MATERIALS, LANDSCAPE MULCH #16-643 OR APPROVED EQUAL) TO A MINIMUM DEPTH OF 4-INCHES UNLESS OTHERWISE INDICATED ON THE PLANS. COBBLE MULCH SHALL BE PROVIDED ELSEWHERE AND BE MULTI-COLORED WASHED RIVER ROCK/COBBLE, WITH A BLEND OF 50% AREA COVERED WITH 1"-2" DIAMETER AND 50% AREA COVERED WITH 2"-6" DIAMETER WHERE SHOWN ON PLANS. ALL MULCHED AREAS SHALL BE INSTALLED WITH COMMERCIAL GRADE WEED BARRIER FABRIC PINNED IN PLACE.
- TREE WRAPPING MATERIAL SHALL BE FOUR INCHES WIDE, BITUMINOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING. TREES SHALL BE WRAPPED BETWEEN OCTOBER 15 AND NOVEMBER 1 OF THE YEAR THEY ARE PLANTED. NO TREE WRAPPING SHALL BE PERMITTED UNTIL A LICENSED LANDSCAPE CONTRACTOR OR CERTIFIED ARBORIST HAS INSPECTED THE TREE. IT IS THE DUTY OF CONTRACTOR TO WRAP DECIDUOUS TREES DURING THE ONE-YEAR WARRANTY PERIOD.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
- ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK".
- ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL, BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
- THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR DELAYS, PERSONAL INJURIES, PLANT MORTALITY, OR PROPERTY DAMAGE RESULTING FROM OR ASSOCIATED WITH THE IMPLEMENTATION OF THIS PLAN.
- NO TREES/STRUCTURES SHALL BE LOCATED WITHIN UTILITY EASEMENTS OR WITHIN 15' OF ANY PARKER UTILITIES' MAINLINES.
- PERMANENT IRRIGATION TO BE PROVIDED TO ESTABLISH NATIVE AREA PLANT MATERIAL AND WATER DURING DRY PERIODS.
- SHRUBS BEDS WITHIN NATIVE AREAS SHALL BE MULCHED TO DELINEATE BETWEEN NATIVE GRASS AND SHRUB BED AND ASSIST WITH MAINTENANCE.

TREE PLANTING NOTES

- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING ON SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
- TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
- WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL.
- FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
- STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS, OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
- TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
- RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOTBALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.



ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
PLANTING SCHEDULE & NOTES

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
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L4.01

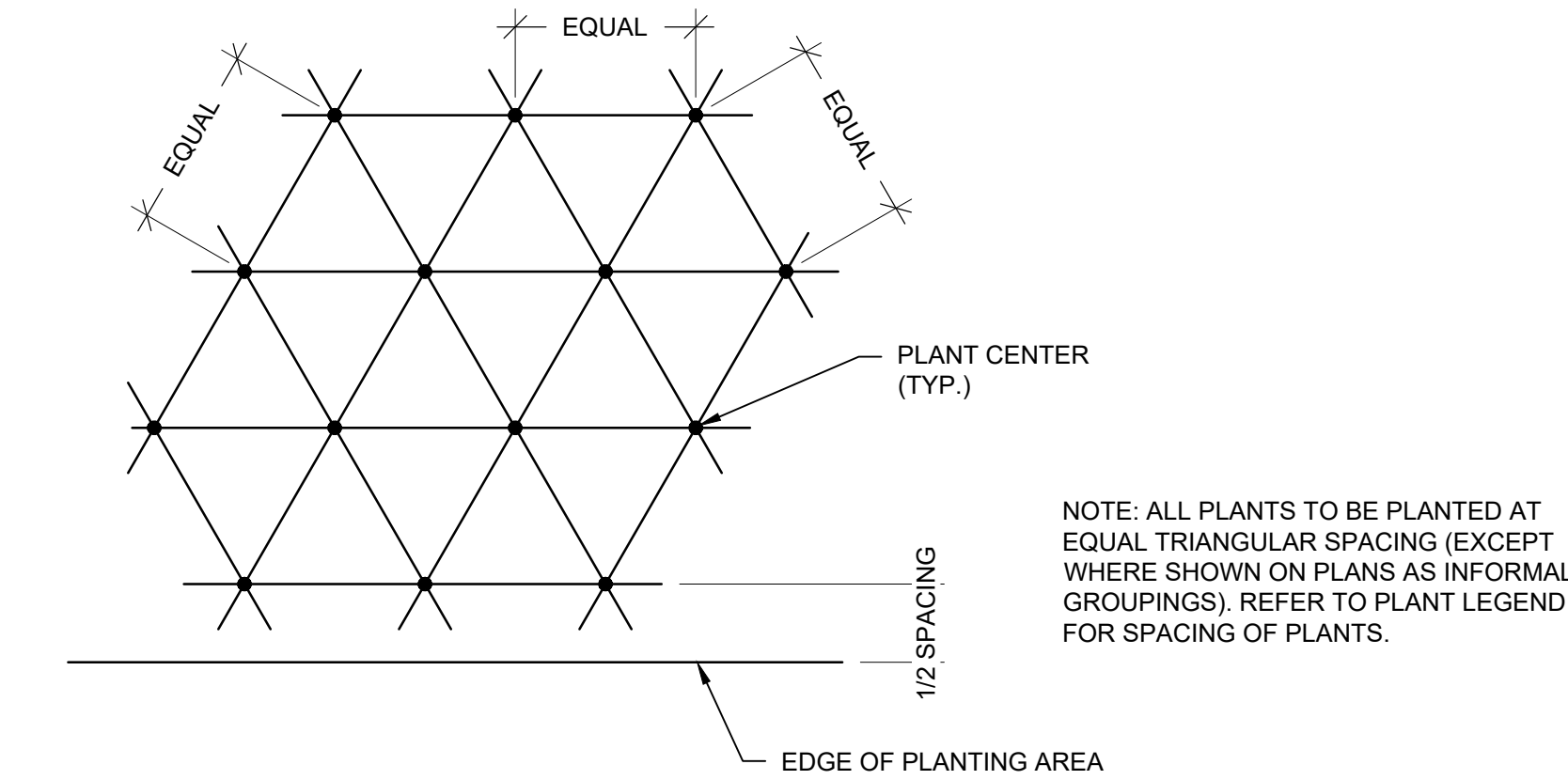
30 OF 46

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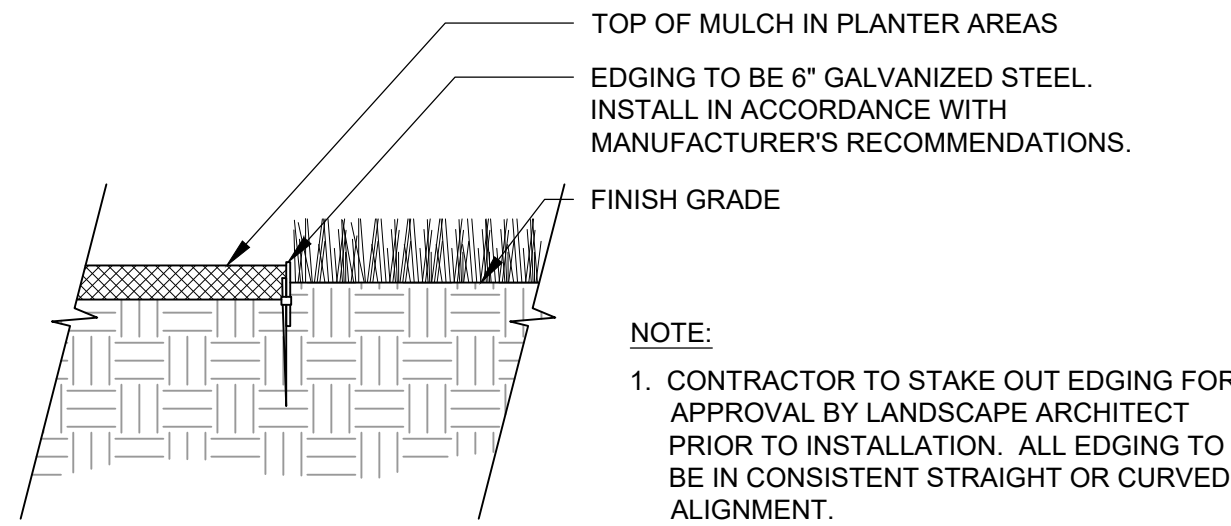
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

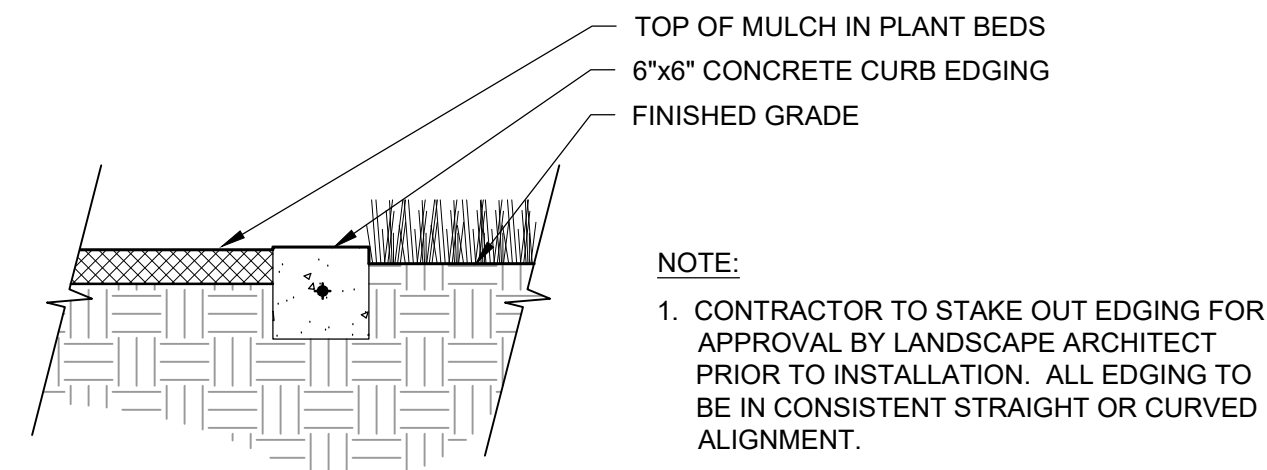
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LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



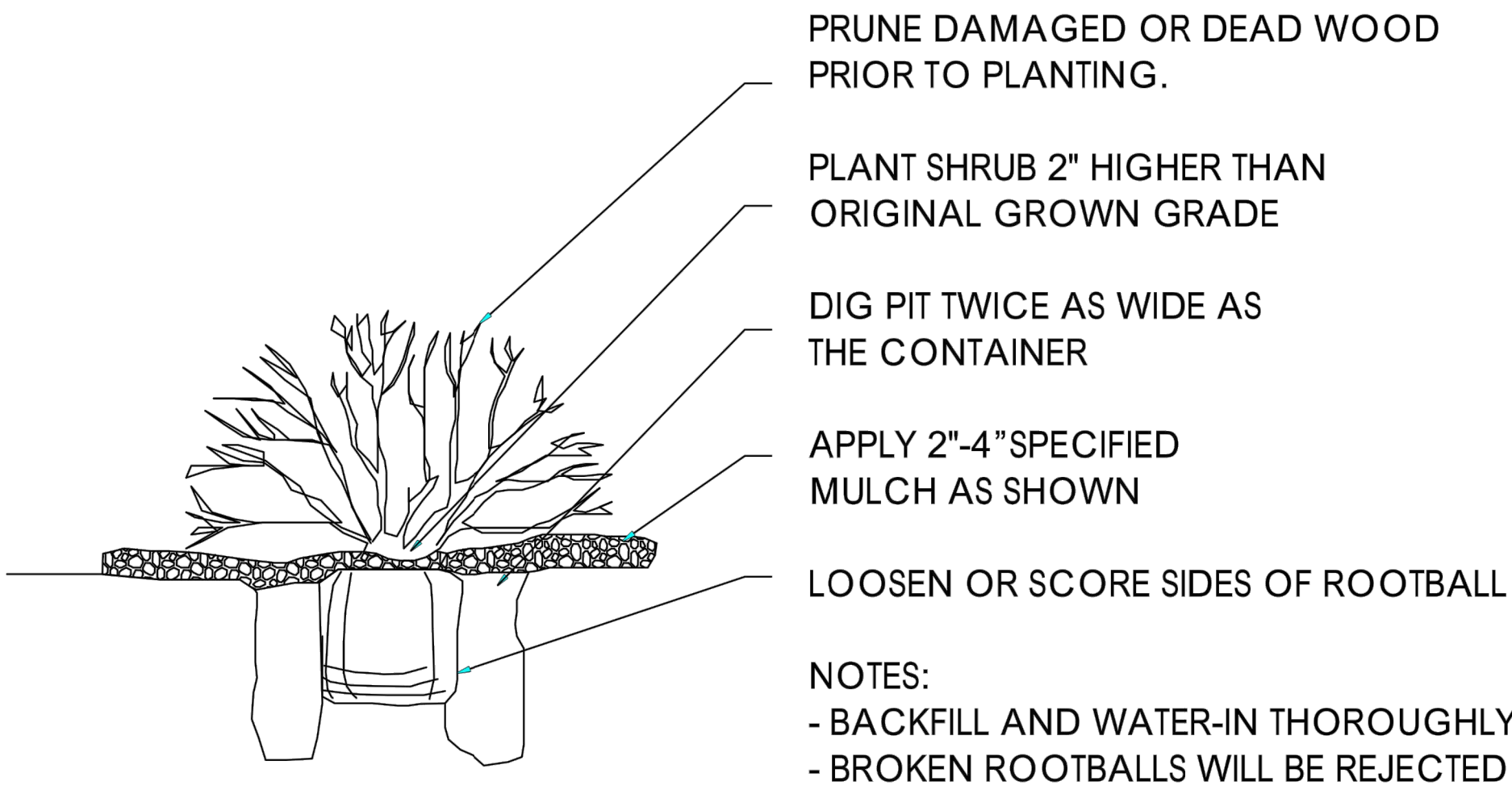
J1 PLANT SPACING DETAIL
SCALE: 1" = 1'-0"



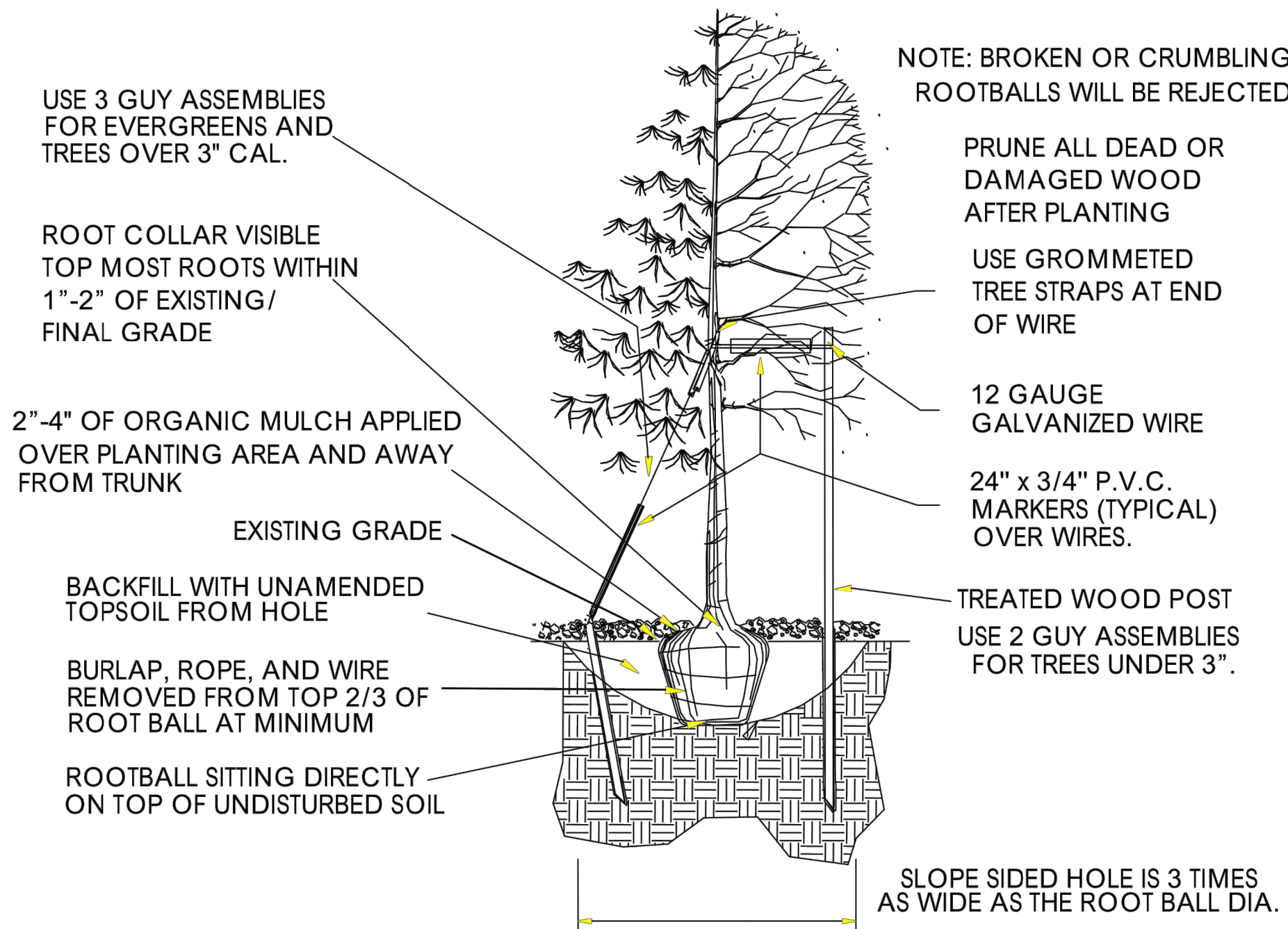
K1 STEEL EDGING DETAIL (TYP.)
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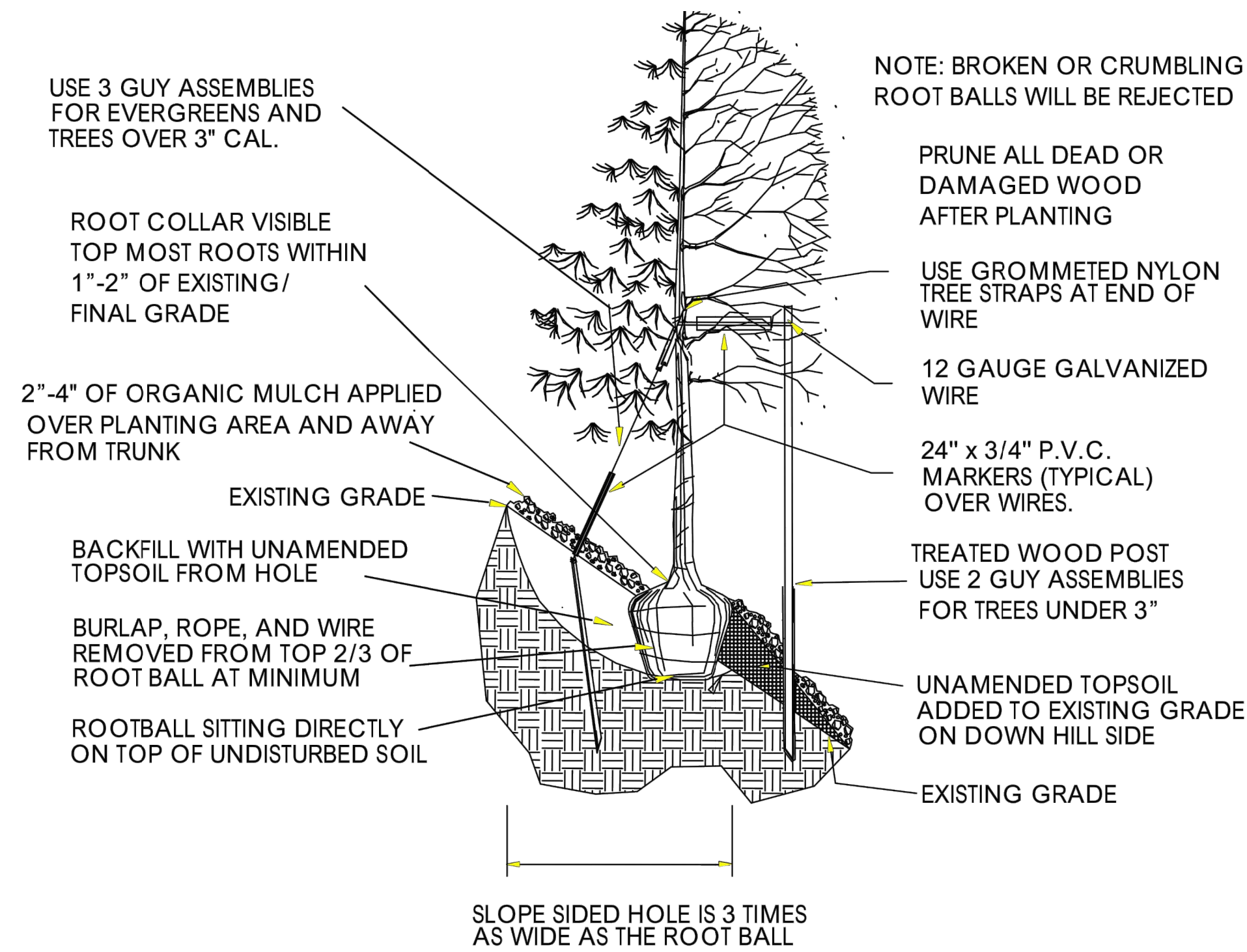
L1 CONCRETE EDGING DETAIL (TYP.)
SCALE: 1" = 1'-0"



M1 TOWN OF PARKER SHRUB PLANTING DETAIL (TYP.)
SCALE: NTS



N1 TOWN OF PARKER TREE PLANTING DETAIL (TYP.)
SCALE: NTS



O1 TOWN OF PARKER TREE ON SLOPE PLANTING DETAIL (TYP.)
SCALE: NTS

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
PLANTING DETAILS

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31 OF 46

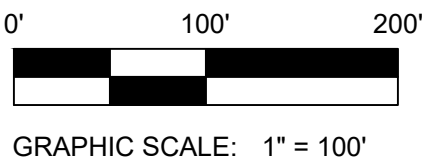
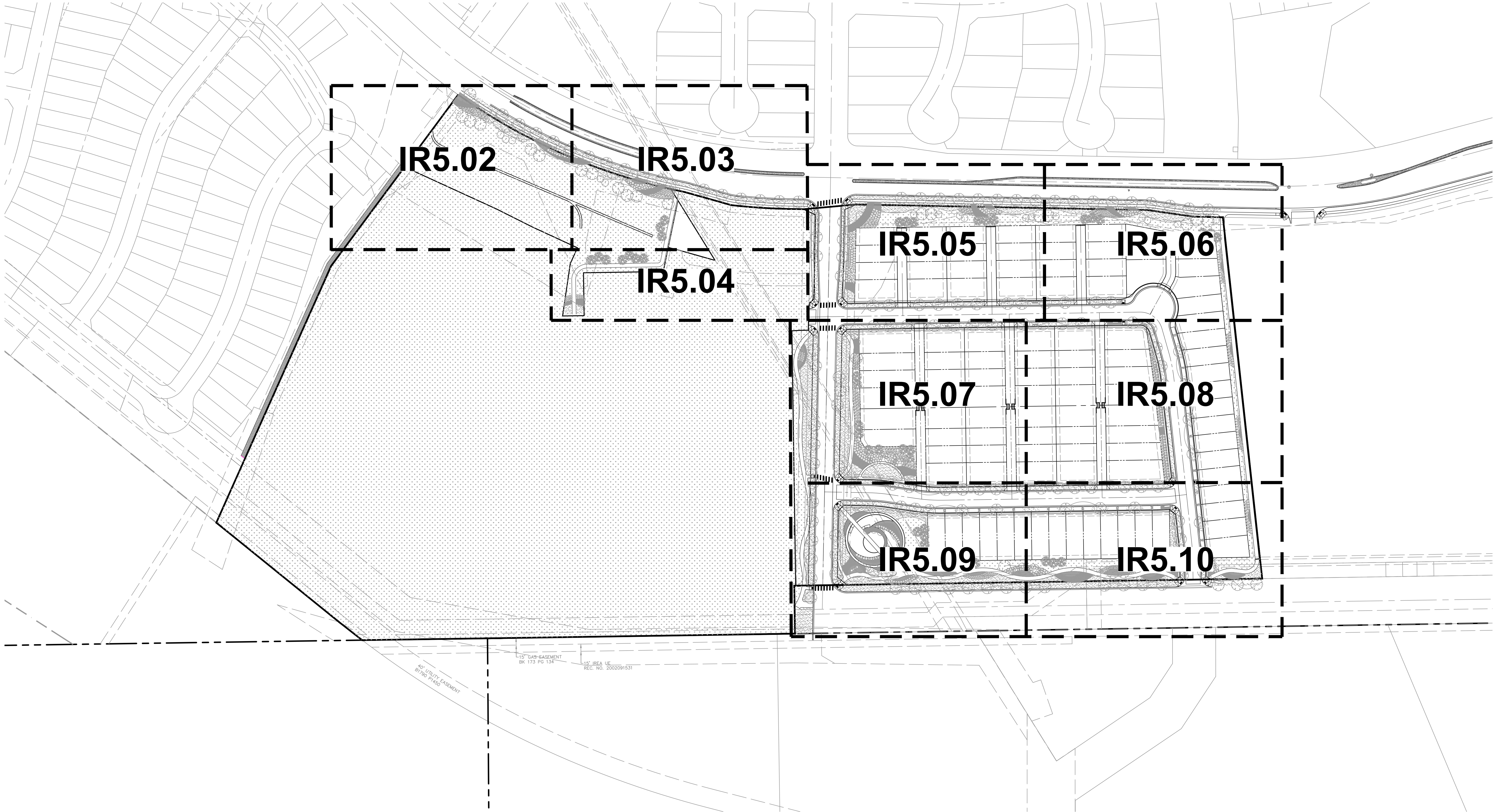


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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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ARCHITECT / PLANNER

LAI
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T 303.734.1777 | F 303.734.1778
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
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IRRIGATION PLAN

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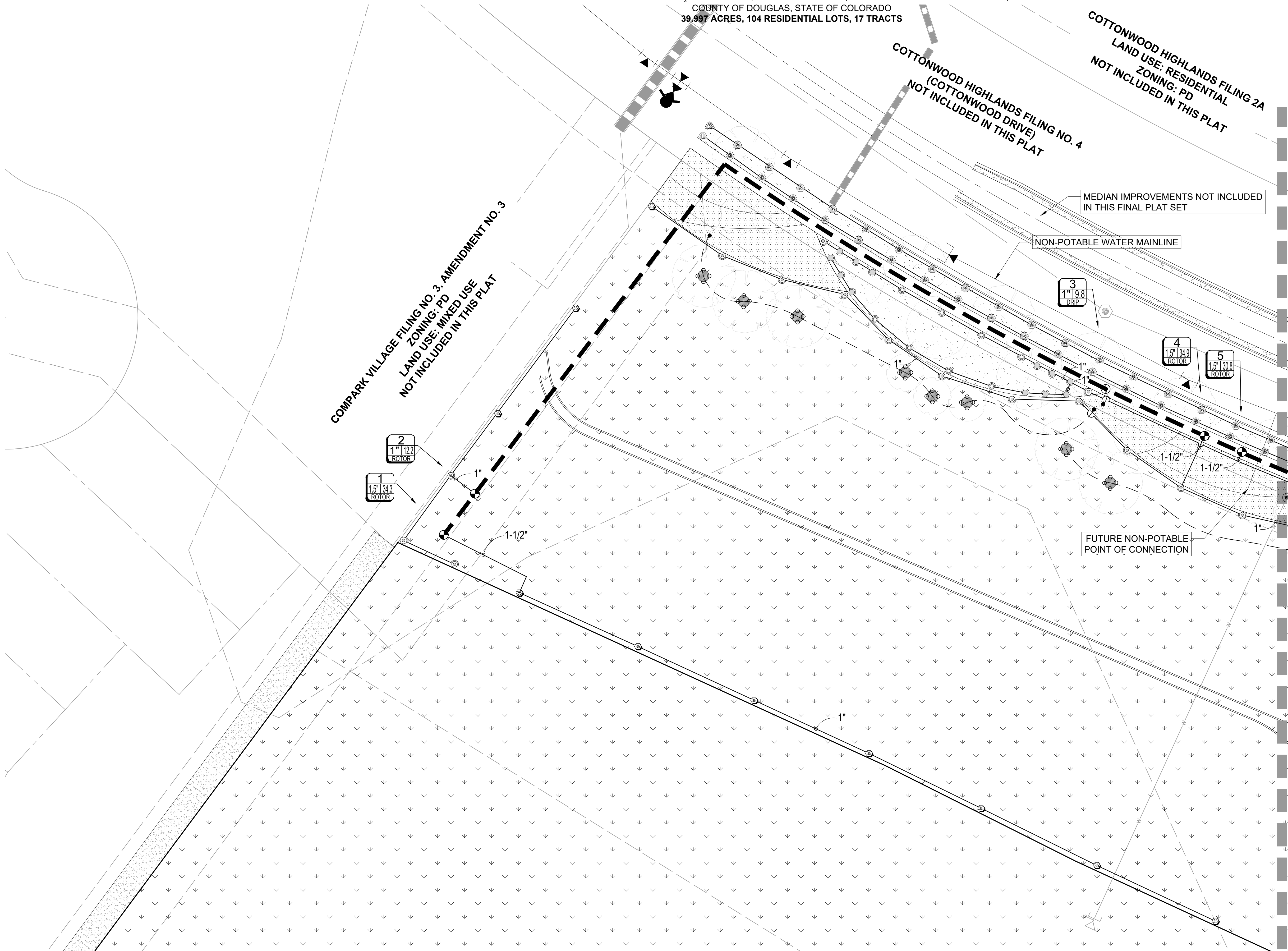
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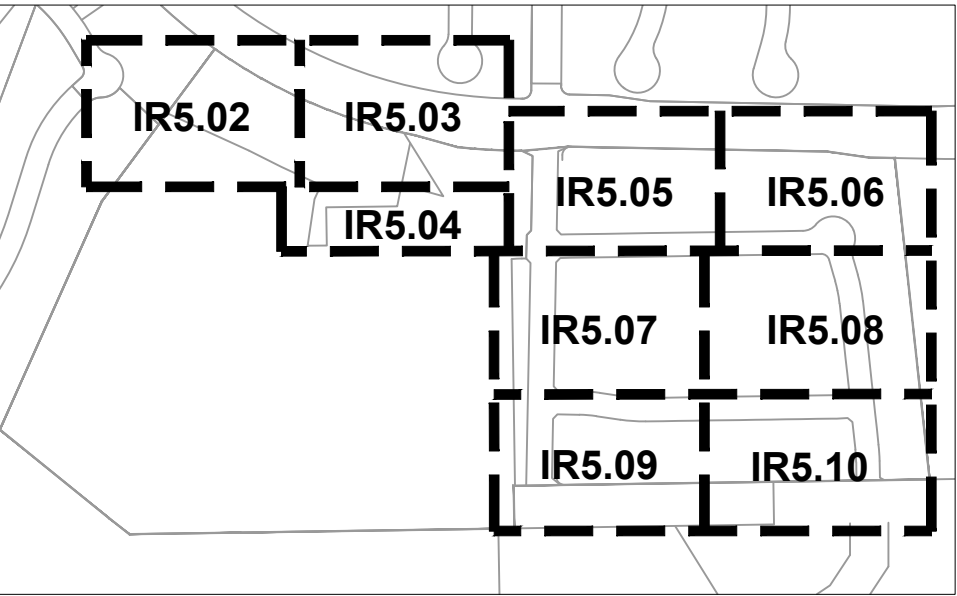
32 OF 46

COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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KEY MAP



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- IRRIGATION MAINLINE
- IRRIGATION DRIP LINE
- IRRIGATION LATERAL LINE
- NON-POTABLE WATER MAINLINE
- DRIP IRRIGATION
- TURF
- NATIVE SEED
- DRIP VALVE
- SPRAY VALVE
- TREE RING
- EVERGREEN TREE
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE

MATCHLINE - REF. SHEET IR5.03

NOTES:

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ARCHITECT / PLANNER

LAI
Design
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world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

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CHECKED BY: JC

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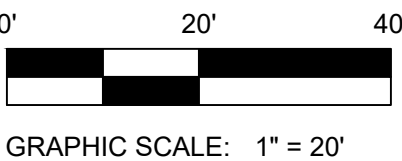
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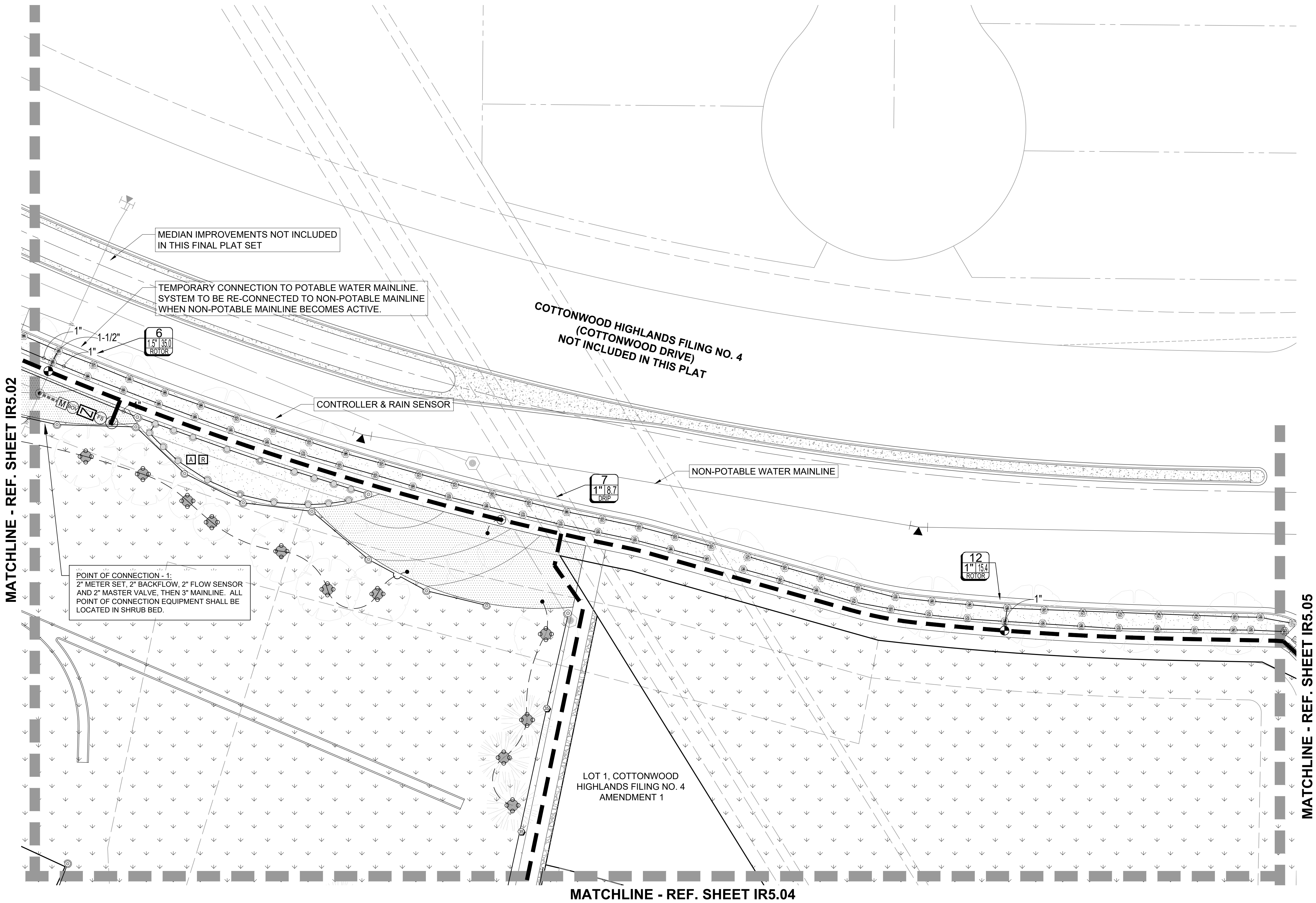
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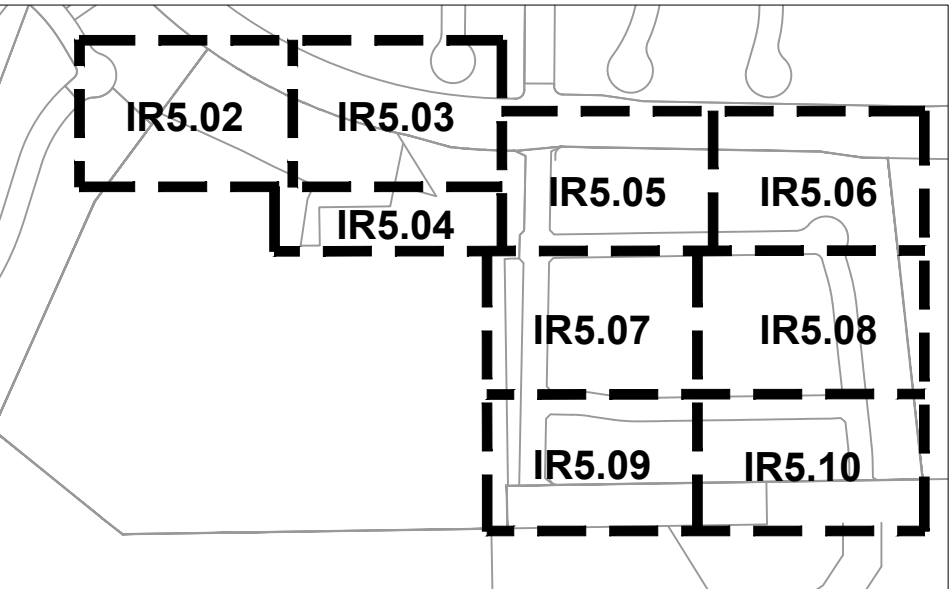


COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

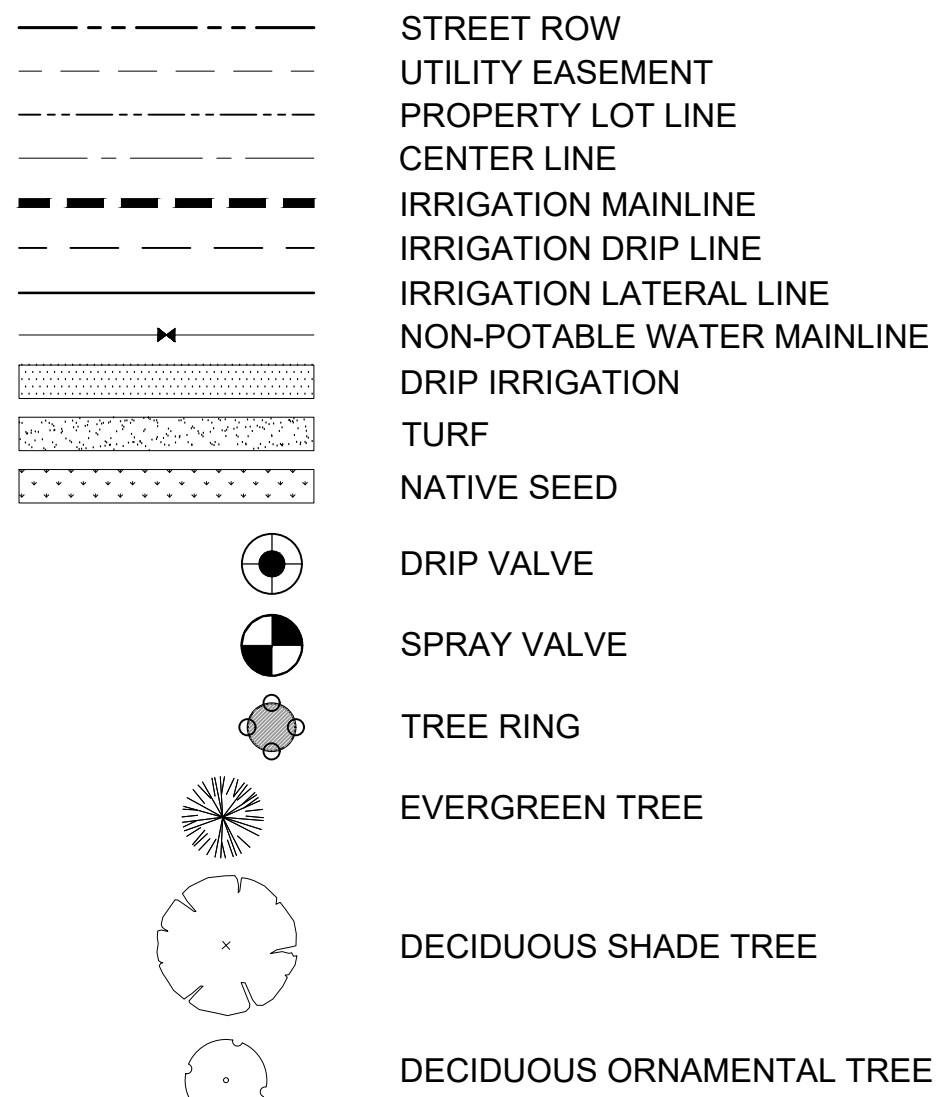
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KEY MAP



LEGEND



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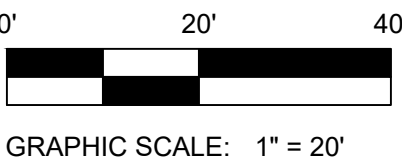
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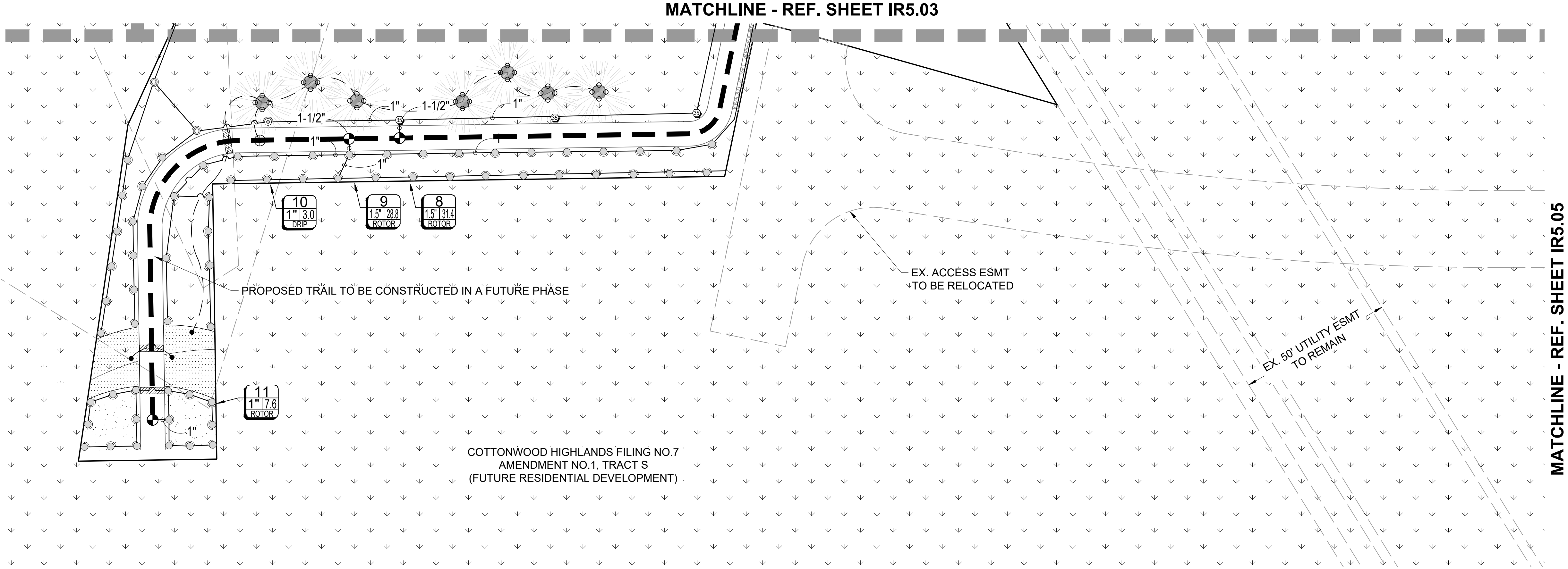
34 OF 46



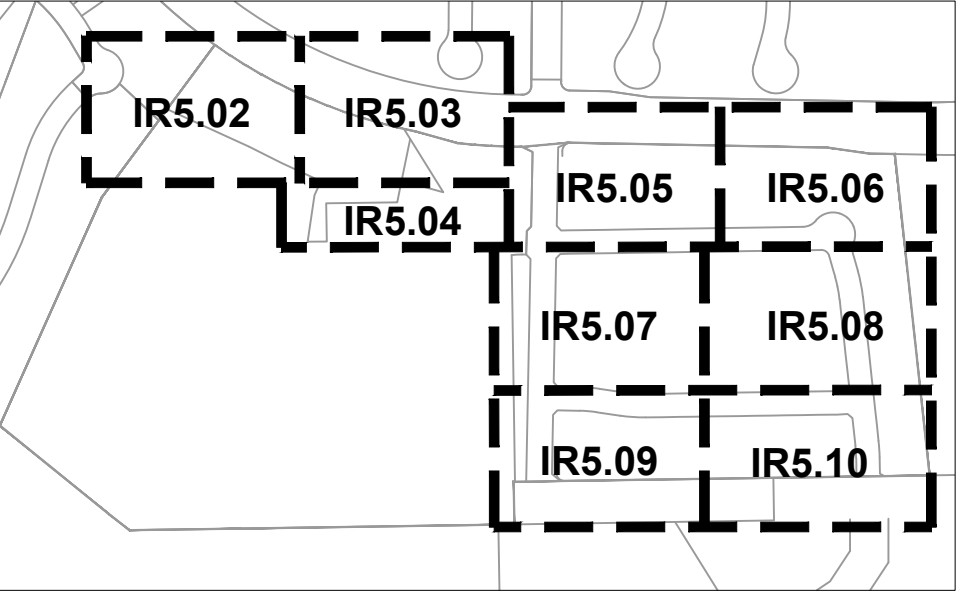
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COTTONWOOD HIGHLANDS FILING NO. 7 FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

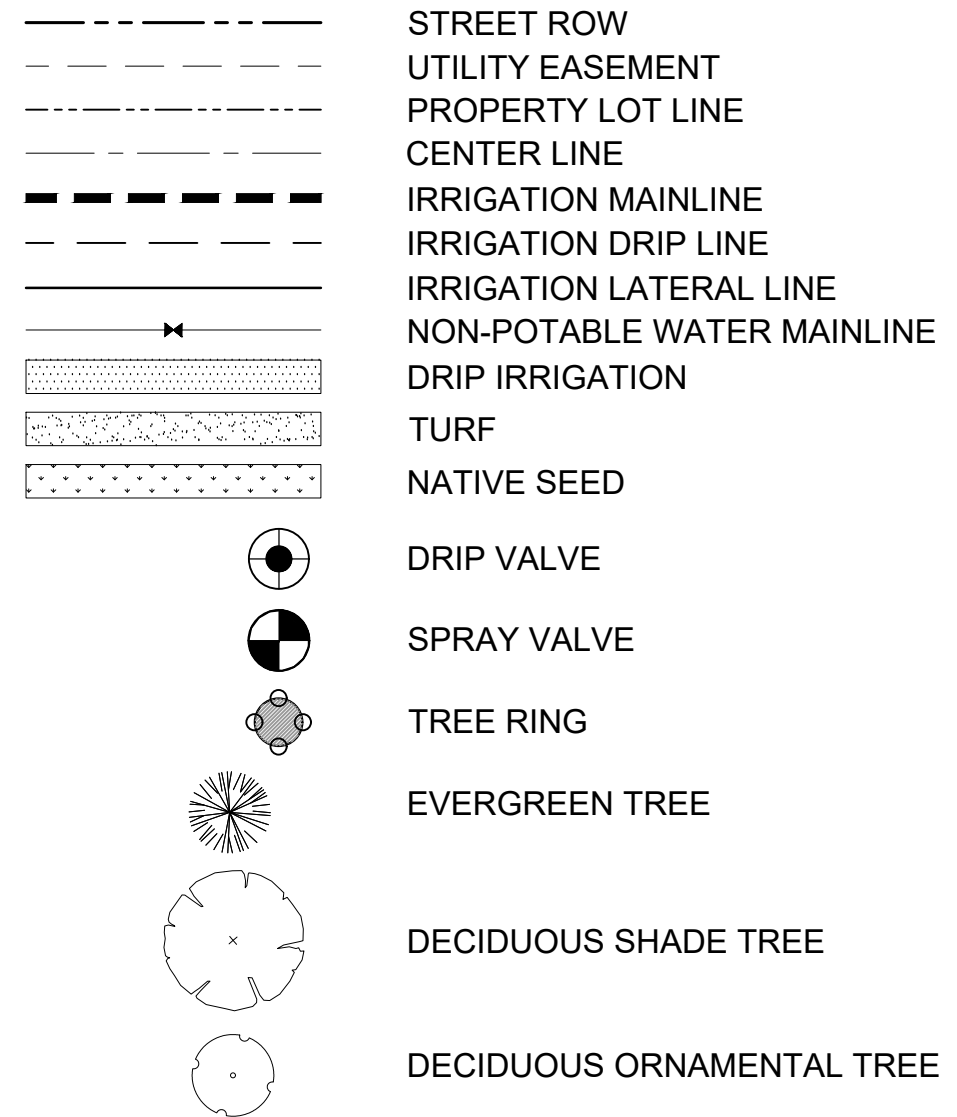
A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



KEY MAP



LEGEND



NOTES:

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- REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

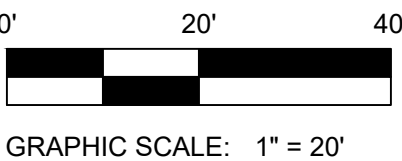
ISSUE RECORD

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
4th Submittal	08/17/2020

SHEET NUMBER

IR5.04

35 OF 46



COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
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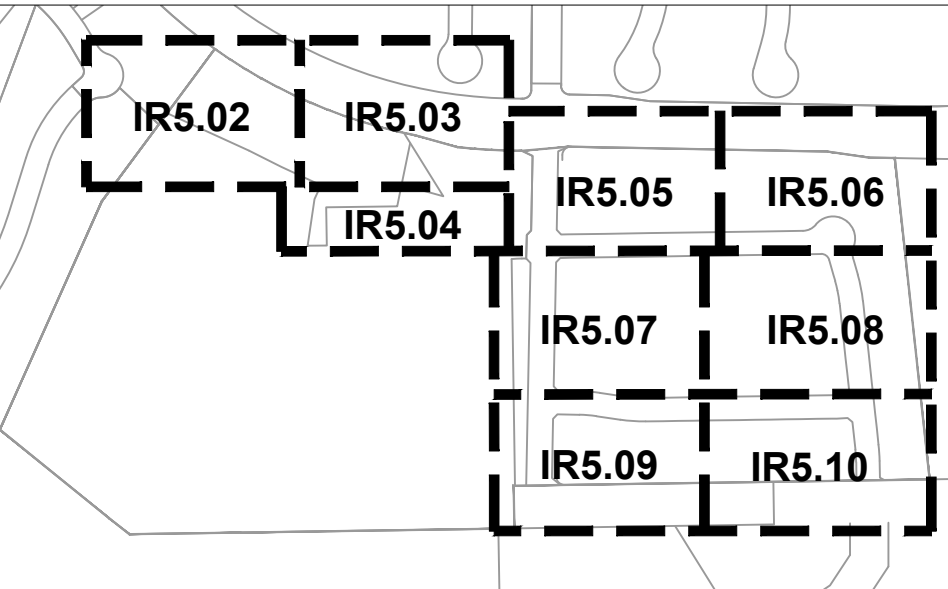
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ENGLEWOOD, CO 80112
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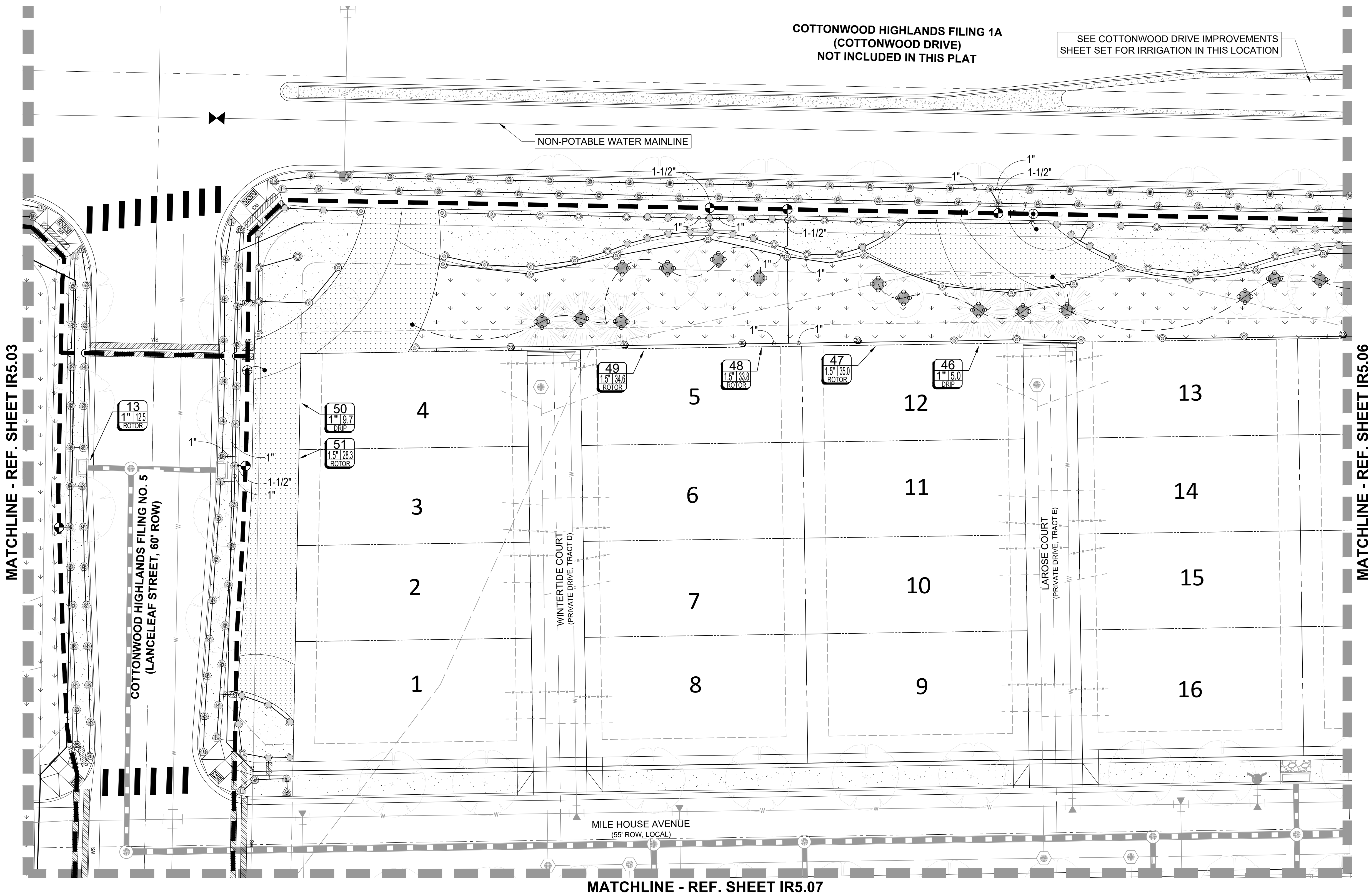
MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
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KEY MAP



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- IRRIGATION MAINLINE
- IRRIGATION DRIP LINE
- IRRIGATION LATERAL LINE
- NON-POTABLE WATER MAINLINE
- DRIP IRRIGATION
- TURF
- NATIVE SEED
- DRIP VALVE
- SPRAY VALVE
- TREE RING
- EVERGREEN TREE
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE



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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

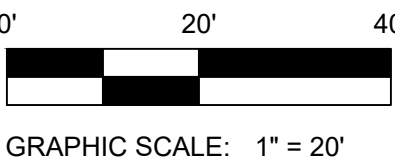
ISSUE RECORD

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2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
4th Submittal	08/17/2020

SHEET NUMBER

IR5.05

36 OF 46



COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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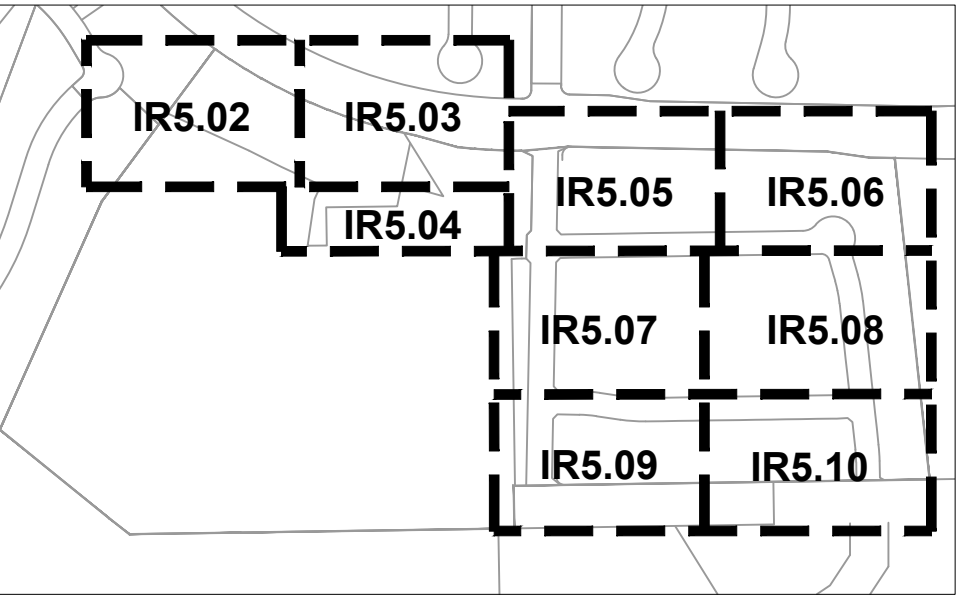
ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
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ATTN: JOHN CHENEY

OWNER

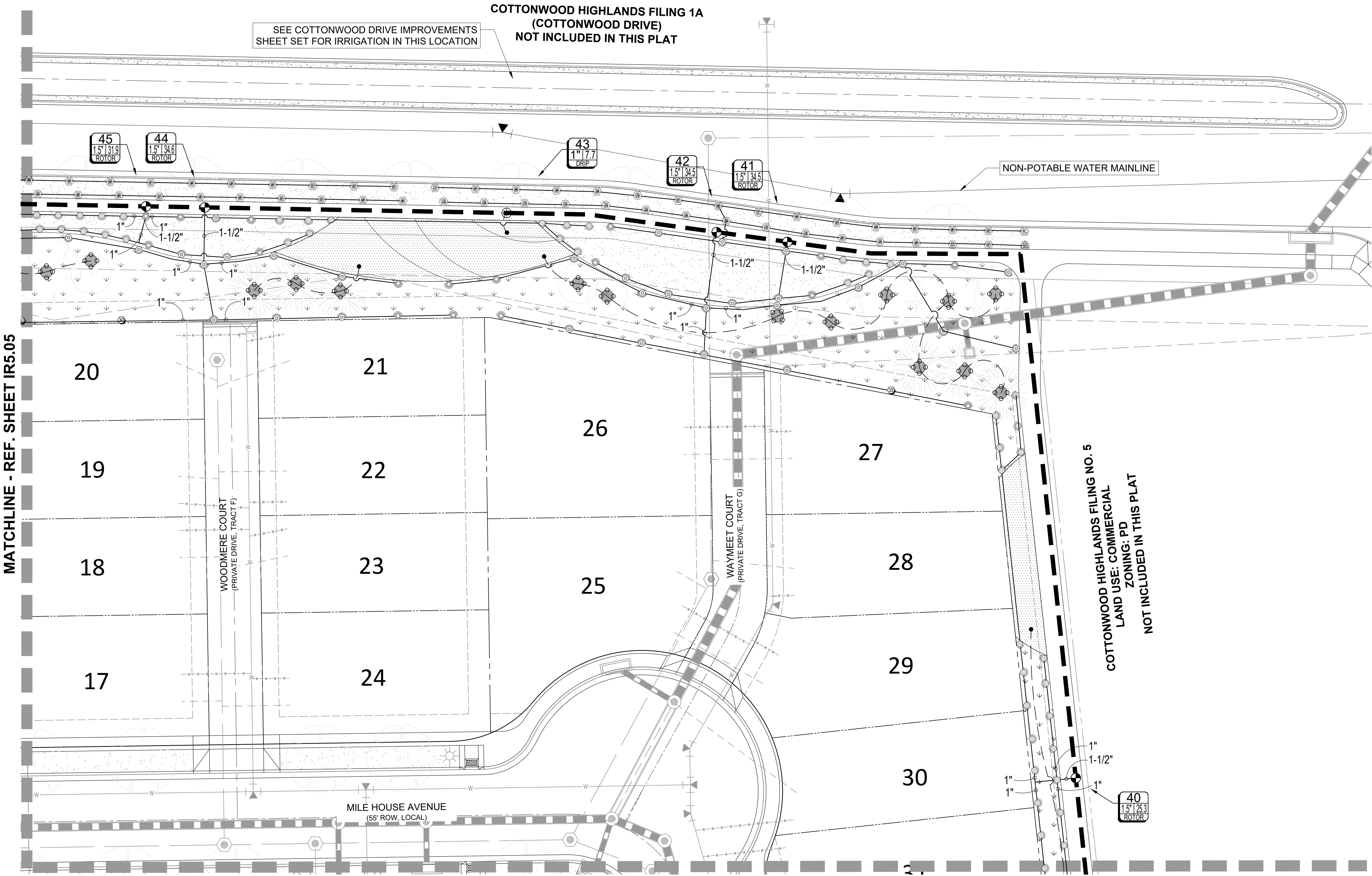
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ATTN: DAN RODRIGUEZ

KEY MAP



LEGEND

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- IRRIGATION DRIP LINE
- IRRIGATION LATERAL LINE
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

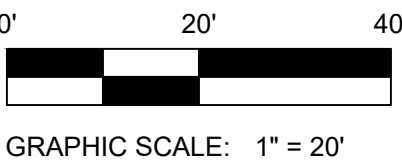
PROJECT INFORMATION
PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD	
TEXT	DATE
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4th Submittal	08/17/2020

SHEET NUMBER

IR5.06

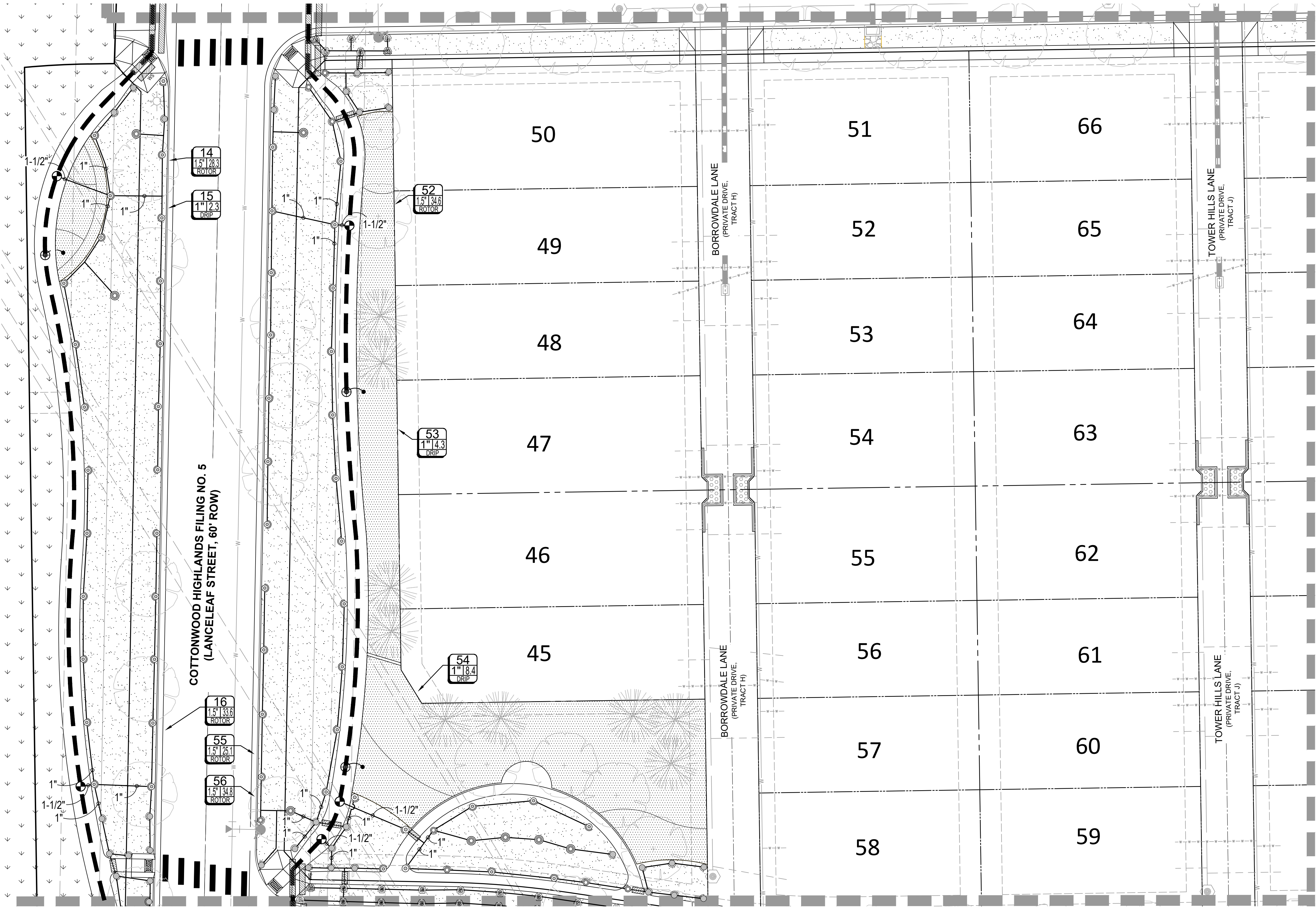
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COTTONWOOD HIGHLANDS FILING NO. 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

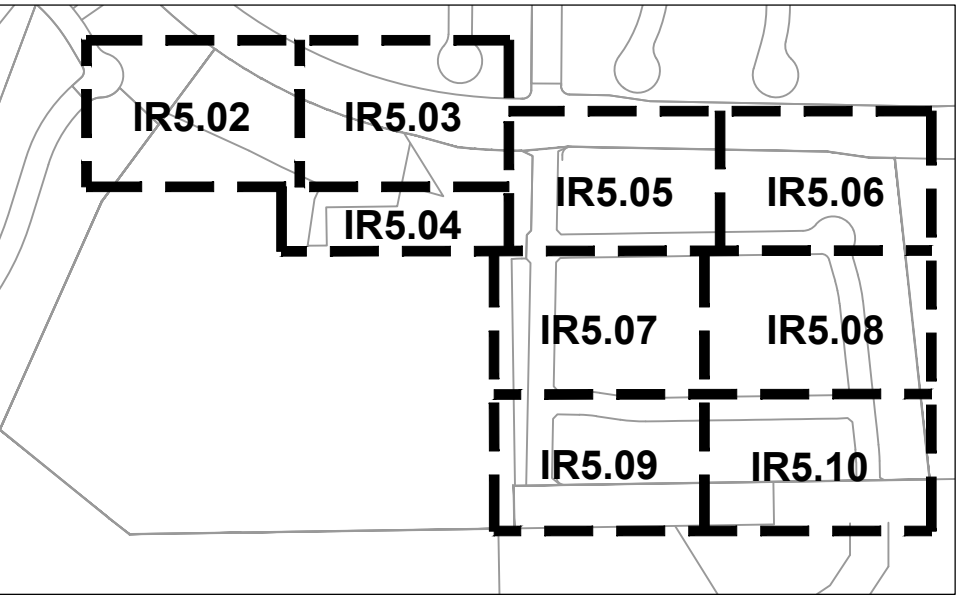
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MATCHLINE - REF. SHEET IR5.05

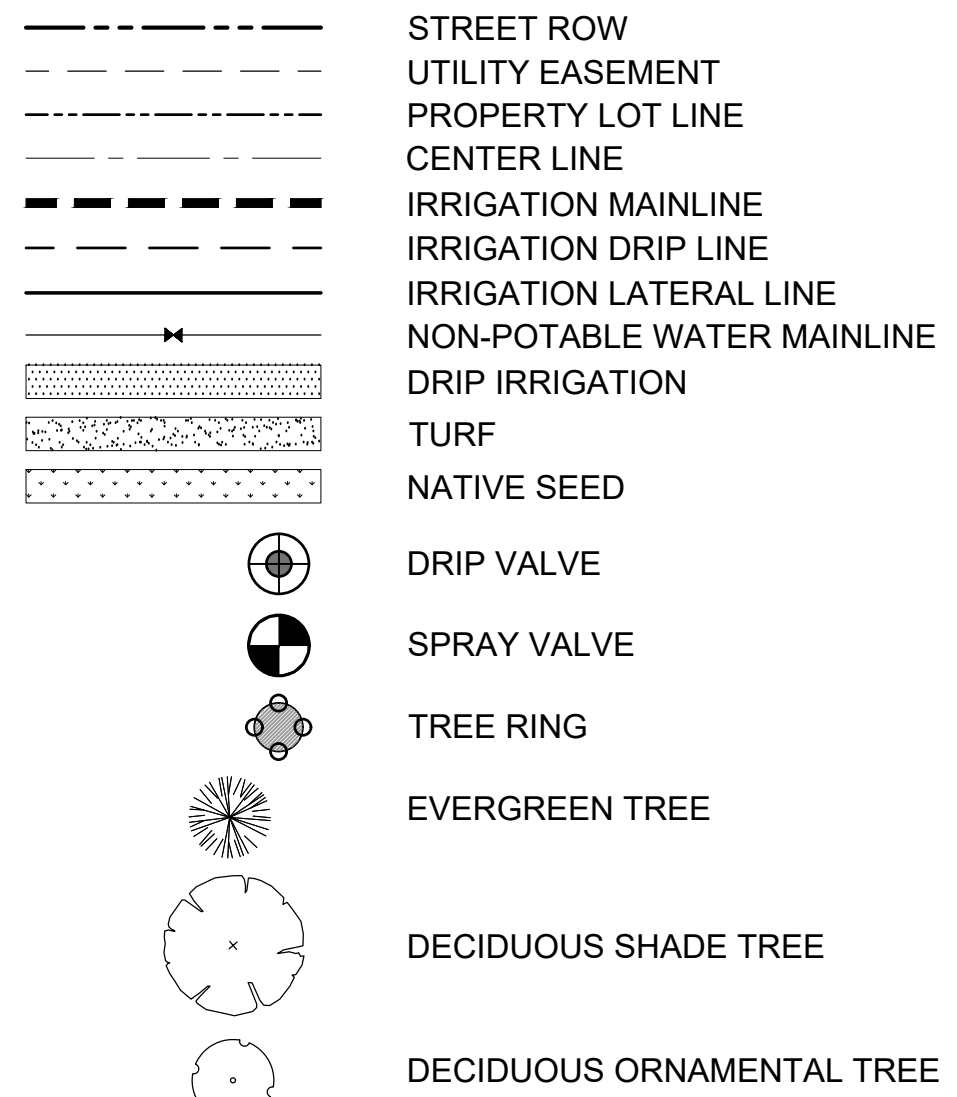


MATCHLINE - REF. SHEET IR5.09

KEY MAP



LEGEND



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ARCHITECT / PLANNER

LAI
Design
Group
world wide
88 Inverness Circle East,
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ENGINEER

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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

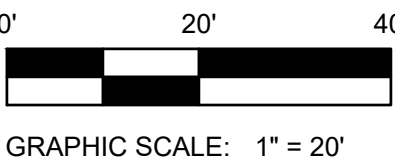
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3rd Submittal	05/26/2020
4th Submittal	08/17/2020

SHEET NUMBER

IR5.07

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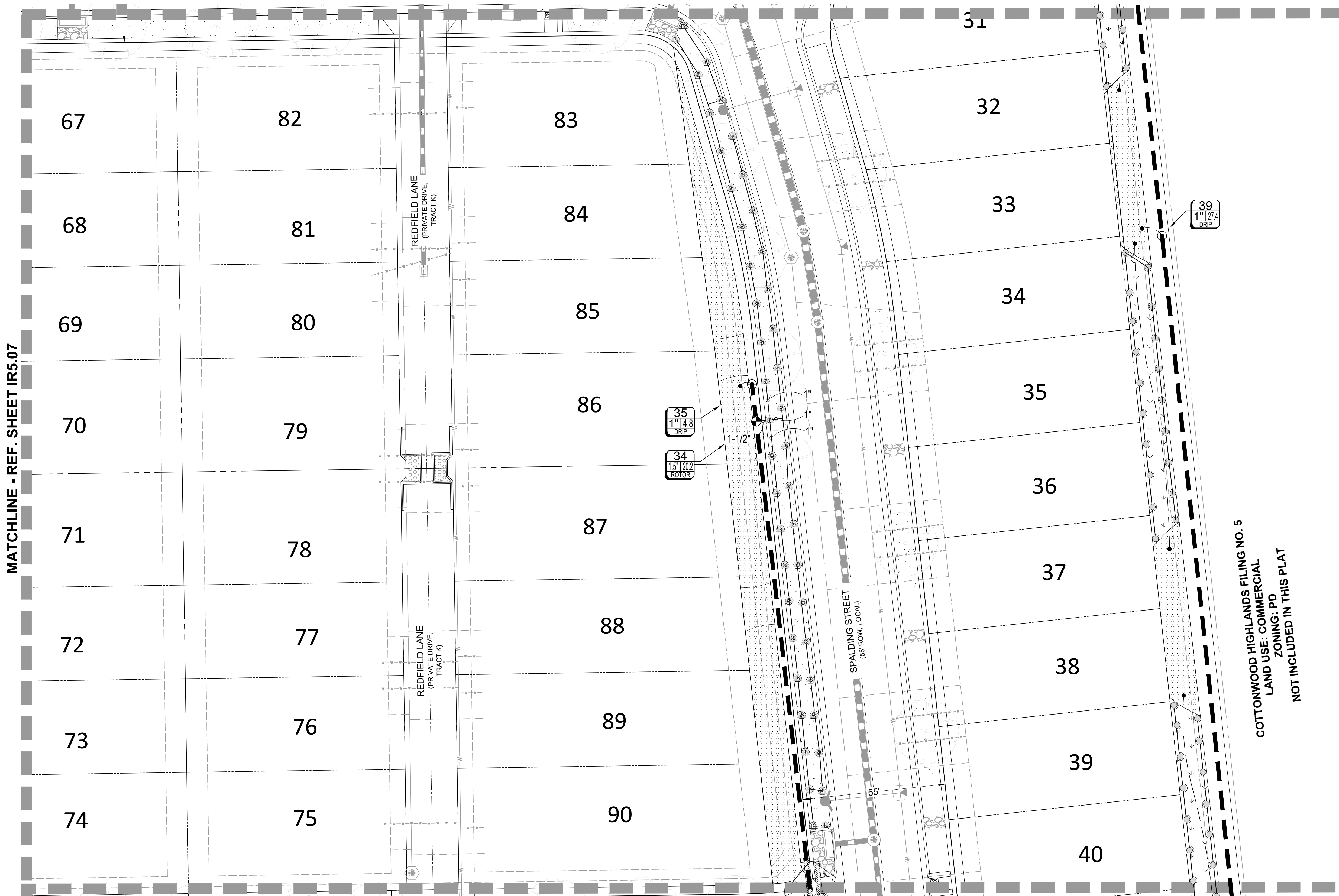


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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

MATCHLINE - REF. SHEET IR5.06

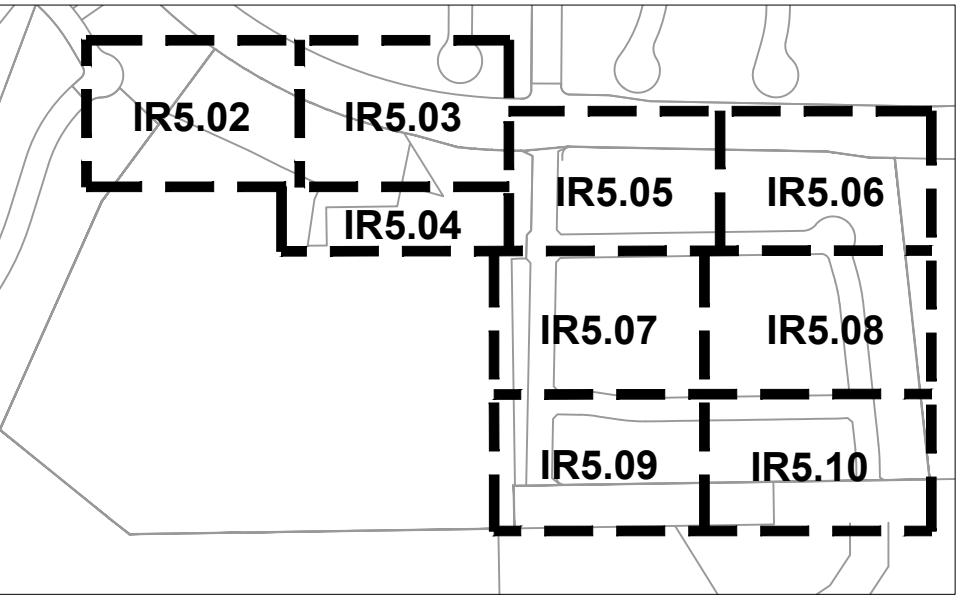


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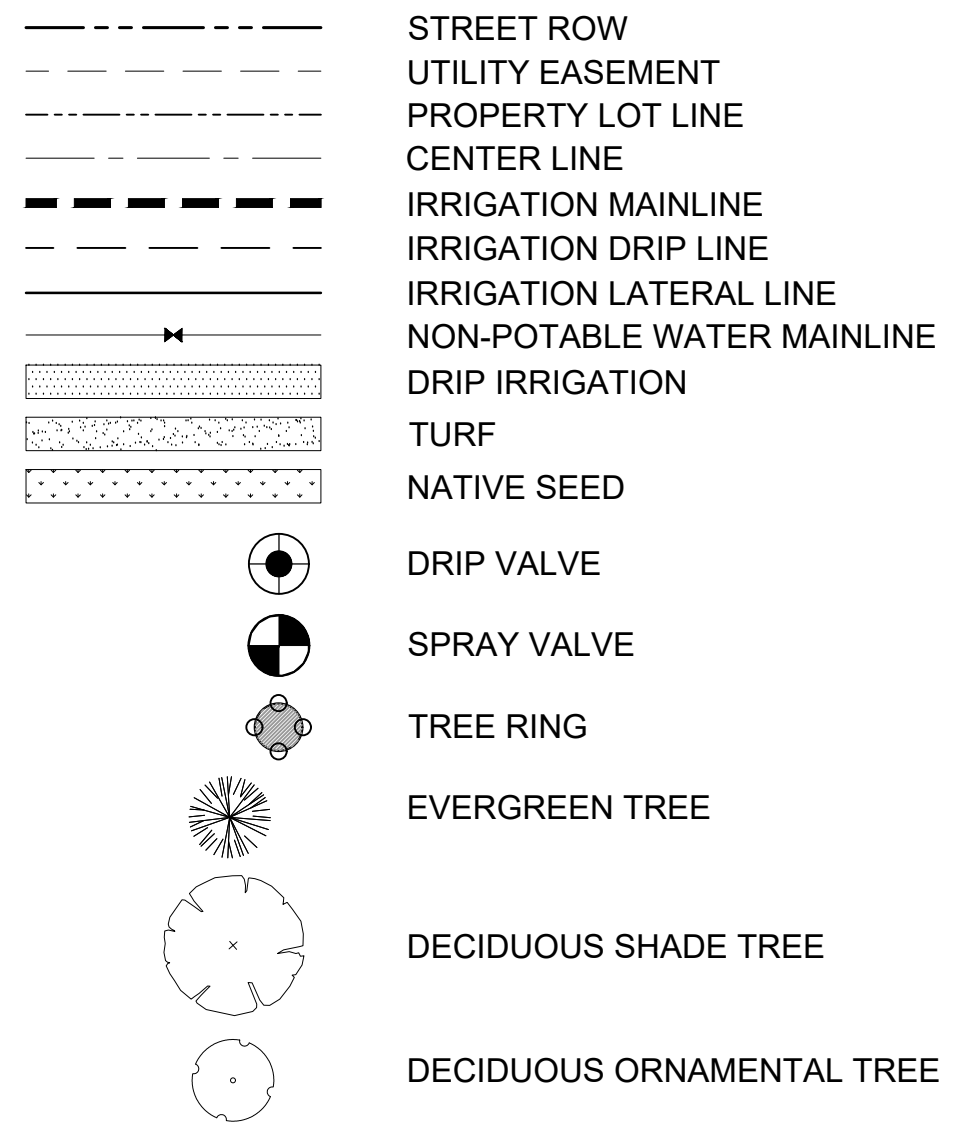
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KEY MAP



LEGEND



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Design
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

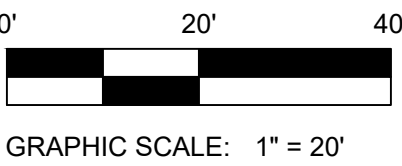
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IR5.08

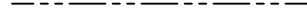
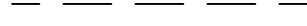
39 OF 46



A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
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Diagram of the 5th floor layout showing rooms IR5.02, IR5.03, IR5.04, IR5.05, IR5.06, IR5.07, IR5.08, IR5.09, and IR5.10. The rooms are arranged in a grid-like fashion, with IR5.02 and IR5.03 at the top left, IR5.04 below IR5.03, and IR5.05 through IR5.10 in a 2x4 grid on the right.

	STREET ROW
	UTILITY EASEMENT
	PROPERTY LOT LINE
	CENTER LINE
	IRRIGATION MAINLINE
	IRRIGATION DRIP LINE
	IRRIGATION LATERAL LINE
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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
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PROJECT INFORMATION	
PHASE 1	
PROJECT #:	181027
DRAWN BY:	LR
CHECKED BY:	JC

TEXT	DATE
1st Submittal	12/09/2019
2nd Submittal	03/09/2020
3rd Submittal	05/26/2020
4th Submittal	08/17/2020

IR5.08

OF 46

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1. THIS DESIGN IS DIAGRAMMATIC. INSTALL MAINLINES $\geq 12"$ FROM PAVEMENT EDGE IN PLANTING AREAS WHERE FEASIBLE. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST. CONTACT LANDSCAPE ARCHITECT FOR LOCATIONS OF CONTROLLERS, METER PITS, AND BACK FLOW PREVENTERS SO AS TO INTEGRATE IT WITH LANDSCAPE AREAS.
2. THIS IRRIGATION SYSTEM WILL EVENTUALLY BE MOVED TO AN EXISTING NON-POTABLE WATER SOURCE. THE CURRENT NON-POTABLE MAINLINE IS NOT IN OPERATION AT THIS TIME. CITY STAFF HAS SUGGESTED THAT THE NON-POTABLE PIPE, ONCE IN OPERATION, SHOULD PROVIDE A SIMILAR PRESSURE AT THE POTABLE SYSTEM IN THE AREA AT 85-90 PSI. THE IRRIGATION SYSTEM HAS BEEN DESIGNED WITH A STARTING PRESSURE OF 80 PSI AT THE NON-POTABLE POINT OF CONNECTION. IF THE ASSUMED PRESSURE IS NOT PRESENT, A BOOSTER PUMP MAY BE REQUIRED TO ENSURE THAT ALL ZONES OPERATE CORRECTLY.
3. REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.

0' 20' 40'



GRAPHIC SCALE: 1" = 20'

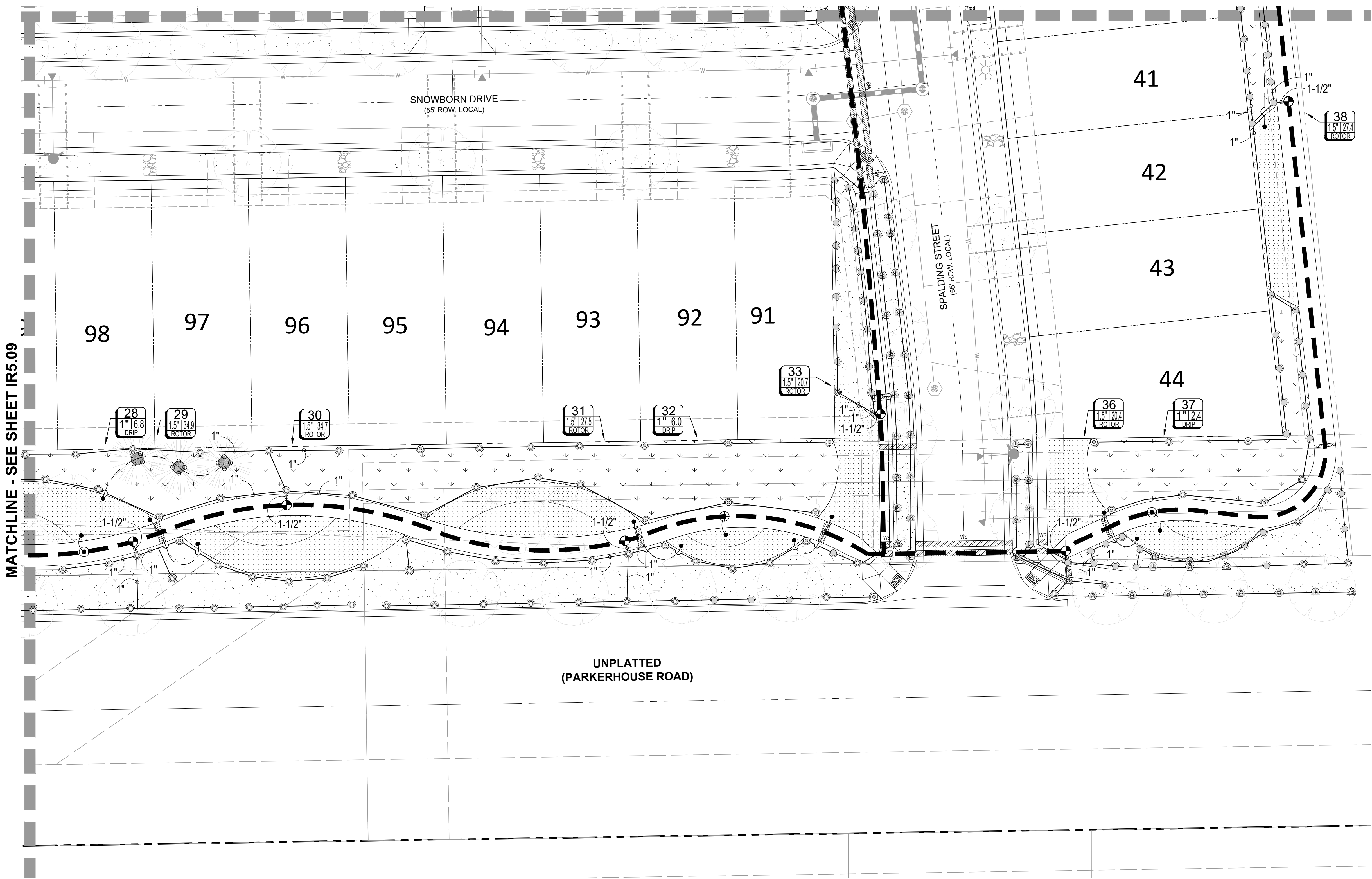


COTTONWOOD HIGHLANDS FILING NO. 7

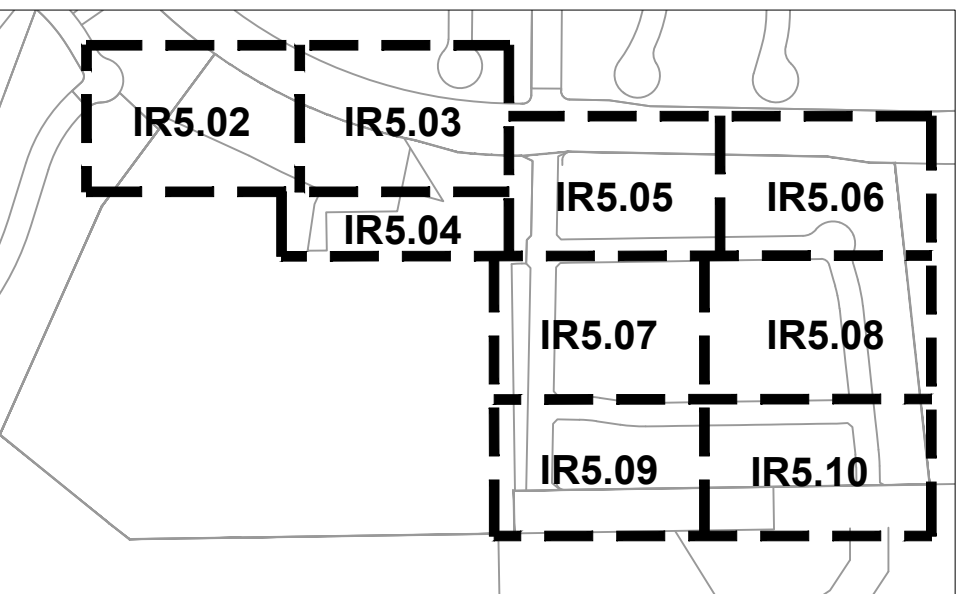
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

MATCHLINE - REF. SHEET IR5.08



KEY MAP



LEGEND

- STREET ROW
- UTILITY EASEMENT
- PROPERTY LOT LINE
- CENTER LINE
- IRRIGATION MAINLINE
- IRRIGATION DRIP LINE
- IRRIGATION LATERAL LINE
- NON-POTABLE WATER MAINLINE
- DRIP IRRIGATION
- TURF
- NATIVE SEED
- DRIP VALVE
- SPRAY VALVE
- TREE RING
- EVERGREEN TREE
- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE

MATCHLINE - SEE SHEET IR5.09

UNPLATTED
(PARKERHOUSE ROAD)

NOTES:

- THIS DESIGN IS DIAGRAMMATIC. INSTALL MAINLINES ±12" FROM PAVEMENT EDGE IN PLANTING AREAS WHERE FEASIBLE. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST. CONTACT LANDSCAPE ARCHITECT FOR LOCATIONS OF CONTROLLERS, METER PITS, AND BACK FLOW PREVENTERS SO AS TO INTEGRATE IT WITH LANDSCAPE AREAS.
- THIS IRRIGATION SYSTEM WILL EVENTUALLY BE MOVED TO AN EXISTING NON-POTABLE WATER SOURCE. THE CURRENT NON-POTABLE MAINLINE IS NOT IN OPERATION AT THIS TIME. CITY STAFF HAS SUGGESTED THAT THE NON-POTABLE PIPE, ONCE IN OPERATION, SHOULD PROVIDE A SIMILAR PRESSURE AT THE POTABLE SYSTEM IN THE AREA AT 85-90 PSI. THE IRRIGATION SYSTEM HAS BEEN DESIGNED WITH A STARTING PRESSURE OF 80 PSI AT THE NON-POTABLE POINT OF CONNECTION. IF THE ASSUMED PRESSURE IS NOT PRESENT, A BOOSTER PUMP MAY BE REQUIRED TO ENSURE THAT ALL ZONES OPERATE CORRECTLY.
- REFER TO SHEET IR6.01 FOR IRRIGATION NOTES AND LEGEND.

ARCHITECT / PLANNER

LAI
Design
Group
world wide
88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION PLAN

PROFESSIONAL STAMP

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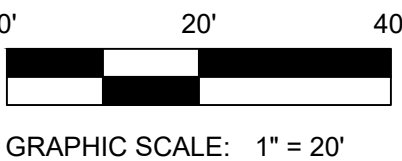
ISSUE RECORD

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41 OF 46



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AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

1. IRRIGATION DESIGN IS NOT AN EXACT SCIENCE. IT IS BASED ON THEORIES, ASSUMPTIONS, AND/OR INFORMATION PROVIDED BY CIVIL MODELS/UTILITIES/MUNICIPAL ENTITIES AND THUS, IS DIAGRAMMATIC IN NATURE. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES IS FOR GRAPHIC INFORMATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST.
2. REFER TO THE GENERAL CONSTRUCTION NOTES FOR GENERAL WORK PROCEDURES.
3. REFER TO SPECIFICATIONS (AS APPROPRIATE) FOR SUBMITTALS, INSPECTIONS AND OTHER APPLICABLE INFORMATION.
4. THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. CONTRACTOR SHALL THOROUGHLY REVIEW PLANS & REPORT ANY CONFLICTS OR DISCREPANCIES TO OWNER'S REPRESENTATIVE IMMEDIATELY.
5. DO NOT INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT INTERFERE WITH THE IRRIGATION DESIGN PREPARATION. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT GIVEN, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY TO BRING THE SYSTEM TO A PROPER WORKING CONDITION, AND TO THE OWNER'S SATISFACTION.
6. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATIONS OF RETAINING WALLS, ETC. THE IRRIGATION CONTRACTOR SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALL, UNDER ROADWAY PAVING, ETC.
7. THE OWNER SHALL COORDINATE AND PAY FOR THE INSTALLATION OF THE IRRIGATION TAP AND METER.
8. THE OWNER SHALL PAY ANY AND ALL FEES ASSOCIATED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.
9. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE POINT OF CONNECTION NOTE TAG ON THE DRAWINGS. THE IRRIGATION CONTRACTOR SHALL FIELD VERIFY THE STATIC & OPERATING WATER PRESSURE PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DIFFERENCES BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE TO THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND PROVIDING AN AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED OR PRESSURES HAVE GREATLY CHANGED PRIOR TO THE START OF THE IRRIGATION SYSTEM CONSTRUCTION, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR RECOMMENDING A SOLUTION AND PROVIDING AN ADD ALTERNATE BID FOR REVISED IRRIGATION COSTS.
10. NO MORE THAN 90% OF AVAILABLE MINIMUM STATIC WATER PRESSURE WAS USED IN PREPARATION OF THESE PLANS. FURTHERMORE, THE MAXIMUM FLOW THROUGH THE METER SHOULD NOT EXCEED 75% OF THE MAXIMUM SAFE FLOW.
11. INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON THE PLANS AND DETAILS. NO SUBSTITUTIONS OF EQUIPMENT OR MATERIALS ARE ACCEPTABLE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT OR THE OWNER'S REPRESENTATIVE. THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE ALL UN-APPROVED SUBSTITUTED EQUIPMENT AT HIS OWN COST IF SO DIRECTED BY THE OWNER.
12. WHEN INSTALLING IRRIGATION PIPE AND EQUIPMENT NEXT TO HARDCAPE (SUCH AS WALLS, CURBS, OR WALKS), PLACE PIPE AS CLOSE AS POSSIBLE TO HARDCAPE TO AVOID CONFLICTS WITH PLANTING. REFER TO MAINLINE TRENCHING DETAILS FOR ADDITIONAL INFORMATION.
13. THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V A.C. ELECTRICAL POWER TO CONTROLLERS AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY.
14. THE WEATHER SENSOR SHALL BE LOCATED NEAR THE IRRIGATION CONTROLLER, AND SHALL BE MOUNTED AS SHOWN ON THE DETAIL. LOCATE SENSOR AWAY FROM TALL TREES, SHRUBS, AND OTHER POTENTIAL OBSTRUCTIONS. SENSOR SHALL BE LOCATED ON THE SOUTH FACING SIDE OF STRUCTURES.
15. ALL VALVE CONTROL WIRE SHALL BE HUNTER ID1 1/4 AWG/2MM SQUARED OR EQUAL. SEE LEGEND FOR WIRE COLOR INFORMATION. ALL VALVE CONTROL WIRES SHALL BE DIRECT BURIED. THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERSPEC TAGS AND MARKEMINUM TWO (2) SPACING AND VALVE NAME. COILS AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION. CONTRACTOR SHALL PROVIDE SPLICE BOXES ALONG TWO WIRE PATH AT INTERVALS PER THE RECOMMENDATION OF THE MANUFACTURER. WHERE SPLICES MAY BE NECESSARY, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 10" ROUND VALVE BOXES WITH 3MS "DBY-DIRECT BURIAL SPLICE KIT". SEE DETAIL/S FOR ADDITIONAL INFORMATION.
16. ALL GROUNDING RODS / PLATES SHALL HAVE A DEDICATED VALVE BOX FOR WIRE CONNECTIONS TO THE TWO WIRE PATH. ONLY APPROVED WIRE CONNECTIONS WILL BE ALLOWED. VALVE BOX SHALL BE: 10" ROUND "CARSON" OR APPROVED EQUAL.
17. CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING 3MS "DBY-DIRECT BURIAL SPLICE KIT". ANY LOOSE WIRES ON ANY DECODER SHALL BE CAPPED WITH 3MS DBY CAPS.
18. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING. ALL SLEEVING SHALL BE PVC SCHEDULE 40 PIPE. SLEEVING MAINLINE AND WATERSPEC TAGS SHALL BE 1/2" DIA. ALL SLEEVING SHALL BE 1/2" DIA. ALL CONTROL WIRE SLEEVES FOR CONTROL WIRES / TWO WIRE PATH SHALL BE AS PER THE PAVING / WIRING NOTE ON THIS

1. TRENCH BACKFILL MATERIAL SHALL BE FREE OF ROCKS, GLASS, AND OTHER EXTRANEOUS MATERIALS LARGER THAN 1" IN DIAMETER. BACKFILL SHALL BE COMPACTED TO 90% MAXIMUM DRY DENSITY.
20. WHERE VALVES ARE LOCATED IN CLOSE PROXIMITY TO EACH OTHER, CLUSTER VALVES INTO MANIFOLDS. INSTALL NO MORE THAN ONE VALVE PER VALVE BOX.
21. INSTALL ONE DECODER PER VALVE. CONTRACTOR SHALL SELECT THE MOST APPROPRIATE METHOD (GROUNDING PLATE OR GROUNDING ROD) BASED ON SOIL TYPE AND AREA OF SITE. FOR DECODER GROUNDING INSTALL DECODER GROUNDING AT THE RATE OF 1 GROUNDING INSTALLATION PER 1000' LINEER FEET OF TWO WIRE PATH OR 1 GROUNDING INSTALLATION PER EVERY 12 DECODERS. REFER TO MANUFACTURERS SPECIFICATIONS AND GROUNDING DETAILS FOR PROPER PROCEDURE AND INSTALLATION.
22. AUTOMATIC DRAIN VALVES FOR FREEZE PROTECTION ARE TO BE LOCATED AT ALL LOW POINTS OF IRRIGATION LATERAL LINES. WHERE THE LOW POINT IS AT THE END OF THE LINE, LOCATE DRAIN VALVE A MINIMUM OF 12" DOWNSTREAM FROM THE LAST SPRINKLER HEAD. SEE DETAILS FOR VALVE ORIENTATION.
23. USE TEFLON TAPE ON ALL PVC MALE PIPE THREADS ON ALL SWING JOINT AND VALVE ASSEMBLIES.
24. ALL IRRIGATION HEADS, INCLUDING FIXED-SPRAY, AND DRIP DEVICES, SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED.
25. ALL PRESSURIZED MAINLINES, VALVES, AND ROTOR AND SPRAY HEADS SHALL BE INSTALLED A MINIMUM OF 5' AWAY FROM ANY BUILDING FOUNDATION. IF THIS EQUIPMENT IS SHOWN WITHIN THE 5' OFFSET ON THESE PLANS, IT IS FOR THE PURPOSE OF GRAPHIC CLARITY ONLY.
26. EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE, IT IS THE INTENT OF THE IRRIGATION DESIGN TO SPECIFY ALL SPRAY AND ROTOR HEADS AS "PO-UPS". IN THE EVENT THAT POP-UP HEADS HAVE NOT BEEN IDENTIFIED IN TURF AREAS, IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BRING THIS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING AND CONSTRUCTION.
27. ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE OR THE LANDSCAPE ARCHITECT BEFORE INSTALLATION. STAKED LOCATIONS SHALL BE SPACED TO PROVIDE HEAD-TO-HEAD COVERAGE.
28. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST NOZZLE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS.
29. ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN TURF AREAS SHALL BE INSTALLED SO THE TOP OF THE SPRINKLER HEAD IS FLUSH WITH THE ADJACENT SIDEWALK, OR PAVING. SEE DETAILS T & U FOR SPRAY HEAD INSTALLATION INFORMATION.
30. CONTRACTOR SHALL BRAND ALL SPRAY AND DRIP VALVE BOXES WITH THE ZONE NUMBER AND THE ASSOCIATED CONTROLLER IDENTIFICATION.
31. THE CONTRACTOR SHALL TURN OVER PROOF OF PURCHASE OF ALL IRRIGATION PRODUCTS TO THE OWNER PRIOR TO START OF MAINTENANCE PHASE.
32. IRRIGATION CONTROLLERS, WEATHER CENTER UNIT, AND RELATED COMPONENTS SHALL BE INSTALLED BY A QUALIFIED PRODUCT INSTALLATION CONTRACTOR.
33. UPON COMPLETION OF INSTALLATION OF IRRIGATION SYSTEM, IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - 33.A. ACCURATE AND COMPLETE "AS BUILT" PLANS OF IRRIGATION SYSTEM INCLUDING 8-1/2" X 11" ZONE MAP INDICATING THE VALVES SERVED BY EACH CONTROLLER / TWO WIRE PATH. THIS MAP SHALL BE UNLIMITED AND PLACED INSIDE EACH CONTROLLER BOX.
 - 33.B. A SCHEDULING LOG ON ALL WATER WINDOWS, RUN SCHEDULE TIMES, AND OTHER CHANGES AND/OR MODIFICATIONS TO THE IRRIGATION SYSTEM SINCE INSTALLATION.
 - 33.C. ONE HOUR OF TRAINING TO OWNER ON IRRIGATION SYSTEM AND CONTROLLER OPERATION.
 - 33.D. THREE OF EACH TYPE OF HEAD AND EMITTER INSTALLED.
 - 33.E. ONE OF EACH TYPE OF VALVE INSTALLED.
34. PRIOR TO ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER OR AT THE END OF THE MAINTENANCE PERIOD, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - 34.A. CURRENT SCHEDULE RUN TIME AND WATER WINDOW LOG, ALONG WITH NOTING ANY OTHER PERTINENT INFORMATION.
35. UNLESS OTHERWISE SPECIFIED, THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ANYTHING DAMAGED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER.
36. IRRIGATION CONTRACTOR SHALL REFER TO PLANTING PLANS FOR LOCATIONS OF EXISTING TREES / VEGETATION "TO REMAIN". CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS TO THE IRRIGATION SYSTEM, AS NECESSARY, TO AVOID DAMAGE TO THE VEGETATION AND / OR ITS ROOT STRUCTURE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY DAMAGED VEGETATION "TO REMAIN" AT HIS OWN EXPENSE.
37. PLEASE CONTACT THE MANUFACTURERS SPECIFICATION MANAGER FOR ANY ADDITIONAL INFORMATION ON THE TWO WIRE IRRIGATION SYSTEM.
38. CONTRACTOR SHALL LABEL EACH VALVE BOX IN THE FIELD ACCORDING TO THE ZONE NUMBER SHOWN ON THE PLANS.

ALL SLEEVING UNDER ROADWAYS SHALL BE 8" PVC. CONTRACTOR SHALL INSTALL (1) 8" PVC SLEEVE FOR MAINLINE AND (1) 8" PVC SLEEVE FOR WIRING AT EACH POINT THE MAINLINE CROSSES A ROADWAY. SLEEVING AT ALL OTHER AREAS (WALKWAYS, PATHS, RIP RAP AREAS, ETC.) SHALL BE SCH. 40 PVC SLEEVES MIN. TWICE THE SIZE OF THE PIPE TO BE INSERTED AND 2" DIA. FOR ALL CONTROLLER WIRING SLEEVES.

ALL SPRAY AND ROTOR BODIES AND NOZZLES, VALVE BOXES, AND OTHER APPLICABLE EQUIPMENT SHALL HAVE PURPLE, NON-POTABLE COVERS, CAPS, ETC.

ALL MAINLINE, LATERAL AND POLY-PIPE SHALL BE PURPLE PIPE DESIGNATING NON-POTABLE WATER PER TOWN OF PARKER PUBLIC WORKS SPECIFICATIONS.

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KEY LEGEND

- 1) TAP / GATE VALVE (TYP.) / POINT OF CONNECTION
- 2) METER (TYP)
- 3) BLOW OUT VALVE
- 4) BACKFLOW DEVICE
- 5) MASTER VALVES W/ PRS-D PRESSURE REGULATORS
- 6) TYPE K COPPER WATER TUBE (TYP)
- 7) MANUAL DRAIN VALVE
- 8) FLOW SENSORS
- 9) MAINLINE

WINTERIZATION PROCEDURES:

1. TURN OFF SYSTEM @ GATE VALVE BEFORE WATER METER.

A diagram of a valve label with the following fields and callouts:

- 3**: CONTROLLER STATION NUMBER
- 1.5" 56.2**: GALLONS PER MINUTE
- SPRAY**: ZONE TYPE
- 1.5"**: VALVE SIZE

A	RAINBIRD	ESP-LXD EXPLXD-SM75	50 STATION CONTROLLER WITH TWO 75-STATION EXPANSION MODULES (200 STATIONS TOTAL). UNIT SHALL BE MOUNTED IN METAL PEDESTAL. CONTROLLER SHALL HAVE A TWO-WIRE PATH.
R	RAINBIRD	RSD-CEX	WIRED RAIN SENSOR, CONDUIT MOUNTING OPTION

	---	---	POINT OF CONNECTION (BY OTHERS), SIZE PER PLAN
	---	---	SERVICE LINE; TYPE 'K' COPPER TUBING, SIZE PER PLAN
	---	---	WATER METER (BY OTHERS), SIZE PER PLAN.
	FEBCO	MODEL 825YA "USC APPROVED"	BACKFLOW PREVENTION DEVICE - SIZE PER PLAN. MOUNT IN STRONGBOX ENCLOSURE, MODEL #SBC-30AL. PROVIDE OWNER WITH FROST GUARD INSULATED BLANKET.

	RAINBIRD	PEB SERIES	MASTER VALVE WITH PRESSURE REGULATOR AS NECESSARY, SEE DRAWINGS FOR SIZE
	RAINBIRD	FS300P	FLOW SENSOR (INCLUDE SD210 DECODER)
	RAINBIRD	XCZ-100-PRB-COM	DRIP CONTROL ZONE KIT - COMMERCIAL
	RAINBIRD	PGA SERIES	REMOTE CONTROL VALVE, SIZE PER PLAN
	RAINBIRD	33DLRC	QUICK COUPLER, 3/4"
	ANY APPROVED	PER PLAN	PVC BALL VALVE, LINE SIZE UP TO 3". BRONZE BODY GATE VALVE FOR LINE SIZE GREATER THAN 3"

'A' CONTROLLER 2 - WIRE PATH	PAIGE	P7072D	14 GAUGE WIRE
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...	RAINBIRD	FD- PER PLAN	SINGLE STATION DECODER
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1. CONTRACTOR SHALL INSTALL ONE (1) DECODER PER VALVE. SEE NOTE 21, THIS SHEET FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL SELECT EITHER METHOD OF GROUNDING 2-WIRE SYSTEM, BASED ON SITE CONDITIONS AND AVAILABLE AREA. OPTIONS ARE :A.GROUNDING ROD **OR** B.GROUNDING PLATE. SEE NOTE 21, THIS SHEET, AND GROUNDING DETAILS FOR ADDITIONAL INFORMATION.

	ANY APPROVED	<u>PRESSURIZED PVC MAIN LINE.</u> SIZE PER PLAN - CLASS 200 PVC
	ANY APPROVED	NON-PRESSURIZED LATERAL LINE, CLASS 200 PVC - INSTALL ANTI-FREEZE DRAINS AT LOW POINTS
	ANY APPROVED	IRRIGATION SLEEVE, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED. ONE SLEEVE PER PIPE
	ANY APPROVED	CONTROL WIRING SLEEVE, 2" SCH. 40 PVC (SEE STANDARD SLEEVE/WIRING NOTE)

Q	H	F	MANUFACTURER AND MODEL	TYPE	RADIUS	GALLONS PER MINUTE		F	
						THIRD	HALF		
②	③	④	RAIN BIRD RD06/RD12-S-P30-NP HE-VAN-08	POP UP SPRAY	8'	0.29	-	0.59	1
⑤	⑥	⑦	RAIN BIRD RD06/RD12-S-P30-NP HE-VAN-10	POP UP SPRAY	10'	0.45	-	0.89	1
⑩	⑪	⑫	RAIN BIRD RD06/RD12-S-P30-NP HE-VAN-12	POP UP SPRAY	12'	0.59	-	1.18	2
⑬	⑭	⑮	RAIN BIRD RD06/RD12-S-P30-NP HE-VAN-15	POP UP SPRAY	15'	0.93	-	1.85	3
②			RAIN BIRD RD06/RD12-S-P30-NP 15LCS MPR	POP UP SPRAY	4' x 15'	-	-	-	0
③			RAIN BIRD RD06/RD12-S-P30-NP 15RCS MPR	POP UP SPRAY	4' x 15'	-	-	-	0
④			RAIN BIRD RD06/RD12-S-P30-NP 15SST MPR	POP UP SPRAY	4' x 30'	-	-	-	1
⑤	⑥	⑦	RAIN BIRD RD06/RD12-S-P45-NP R-VAN14	POP UP ROTOR	14'	0.31	-	1.61	
⑧	⑨	⑩	RAIN BIRD RD06/RD12-S-P45-NP R-VAN1318	POP UP ROTOR	17'	0.50	-	1.01	
⑪	⑫	⑬	RAIN BIRD RD06/RD12-S-P45-NP R-VAN1724	POP UP ROTOR	23'	0.91	-	1.83	
⑭	⑮	⑯	RAIN BIRD RD06/RD12-S-P45-NP R13-18F	POP UP ROTOR	18'	-	-	-	1
⑰	⑱	⑲	RAIN BIRD RD06/RD12-S-P45-NP R17-24F	POP UP ROTOR	23'	-	-	-	3
⑳			RAIN BIRD RD06/RD12-S-P45-NP 5000-MPR-25 PRS	POP UP ROTOR	25'	1.00	1.38	1.98	3
㉑			RAIN BIRD RD06/RD12-S-P45-NP 5000-MPR-30 PRS	POP UP ROTOR	30'	1.40	1.85	2.96	5
㉒			RAIN BIRD RD06/RD12-S-P45-NP 5000-MPR-35 PRS	POP UP ROTOR	35'	1.92	2.46	3.81	

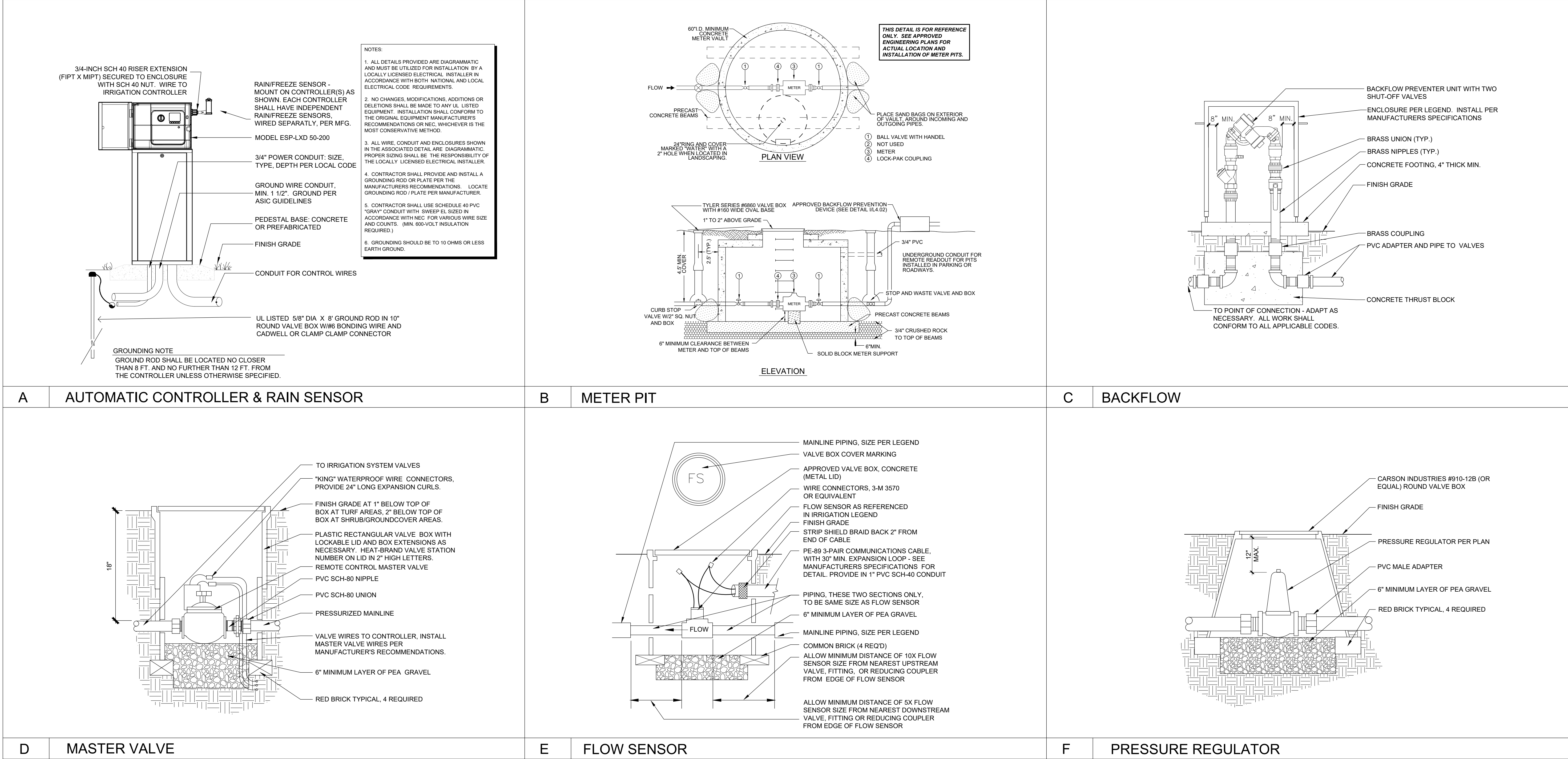
	POINT SOURCE EMITTERS FOR PLANT/TREE BEDS	AS SHOWN	XERI BLACK STRIPE POLY TUBING, CONNECTION TO PVC LATERAL PER CONTRACTOR. ATTACH TREE & SHRUB DRIP EMITTERS PER THE EMITTER SCHEDULE BELOW - INSTALL FLUSH VALVE AT THE END OF THE TUBING SYSTEM.		
	MULTI-PORT EMITTER FOR TREES IN GRASS	AS SHOWN			
 DRIP EMITTER SCHEDULE	PROVIDE THE FOLLOWING DRIP EMITTERS FOR EACH PLANT TYPE	PLANTS, 1 GALLON: PLANTS, 5 GALLON: DECIDUOUS AND EVERGREEN TREES, 2" - 2-1/2" C&L, AND 8" - 10FT..	1. XB-20PC 2. XB-20PC	(2 GPH) EMITTER PER PLANT (2 GPH) EMITTERS PER PLANT	
 (F)	ANY APPROVED	PER PLAN	FLUSH VALVE	4. PC-07 (7 GPH) EMITTERS PER TREE	

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COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH ½ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO
39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
GREENWOOD VILLAGE, CO 80111
OFFICE: (303) 708-0500
ATTN: DAN RODRIGUEZ

COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION NOTES & DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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1st Submittal	12/09/2019
2nd Submittal	03/09/2020
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43 OF 46

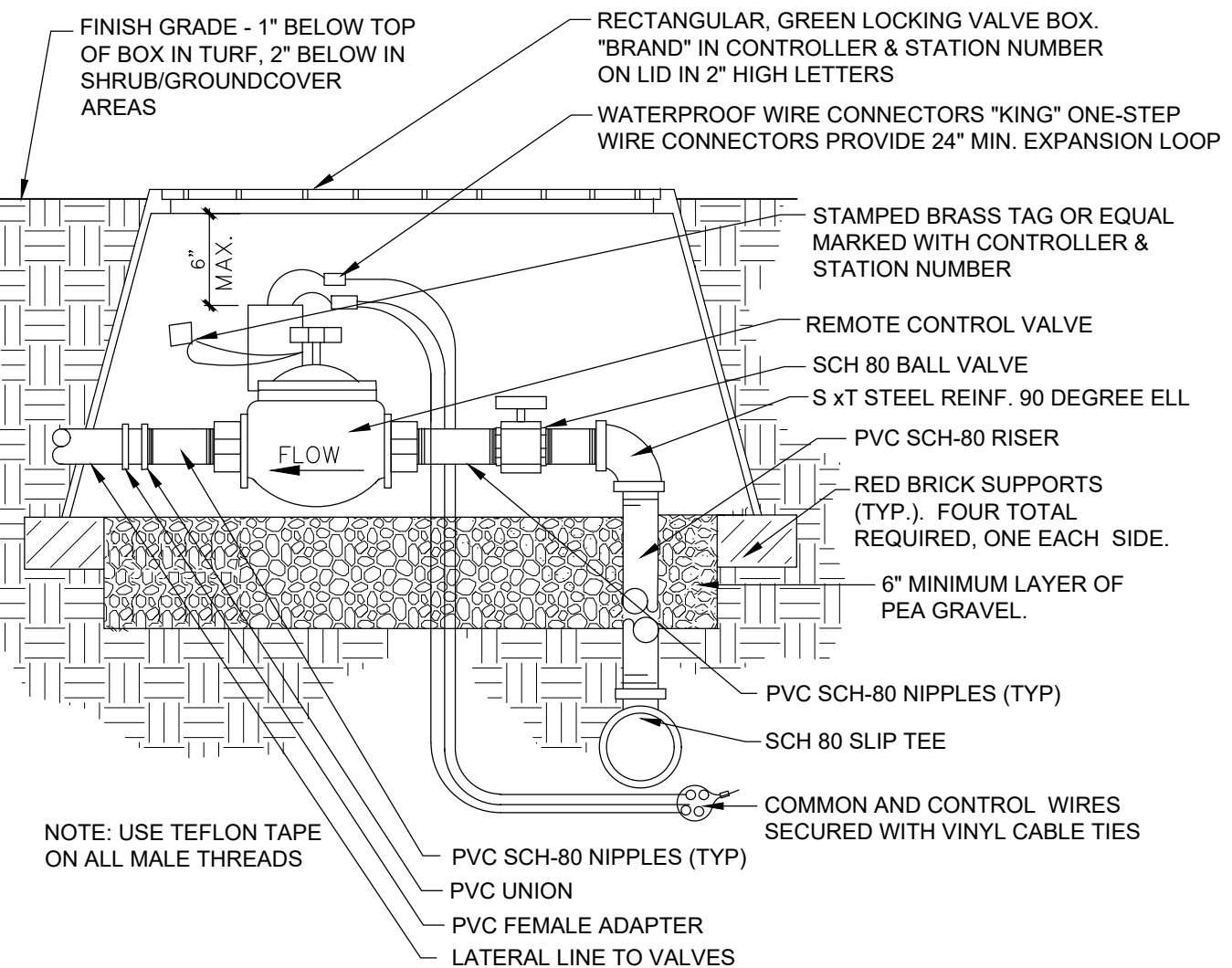
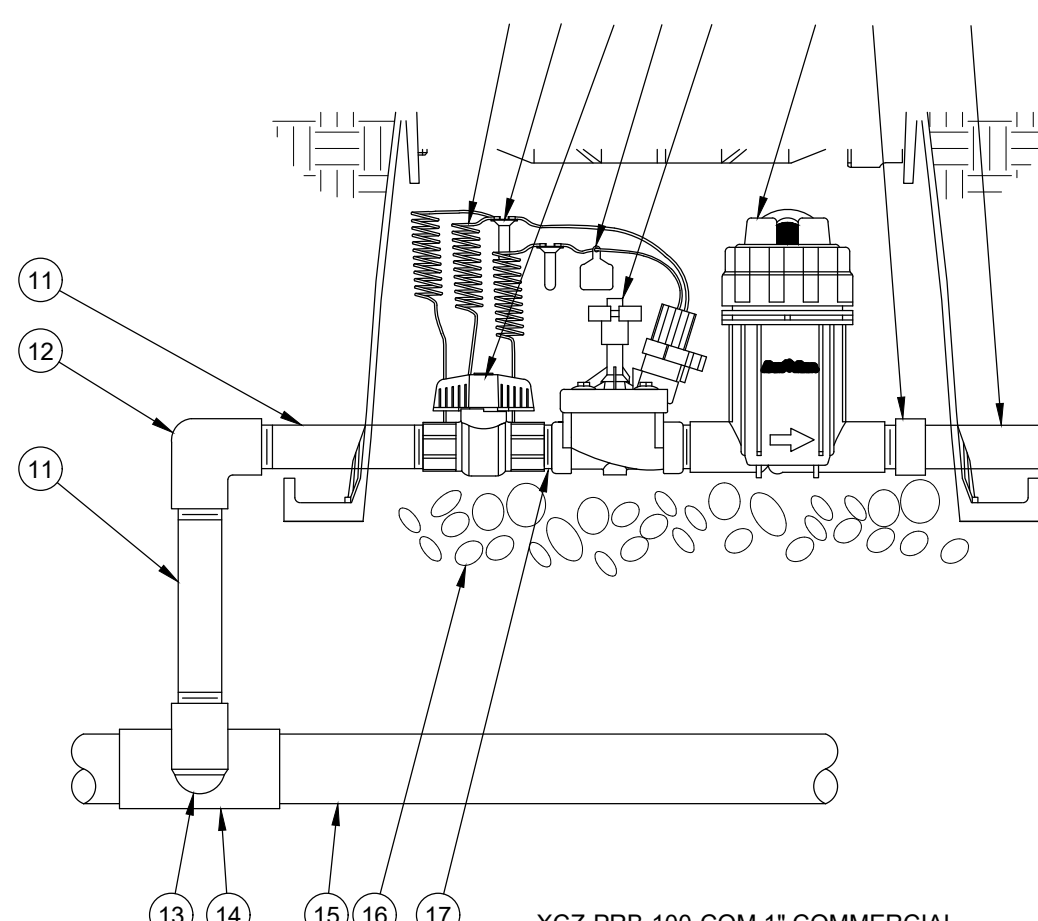
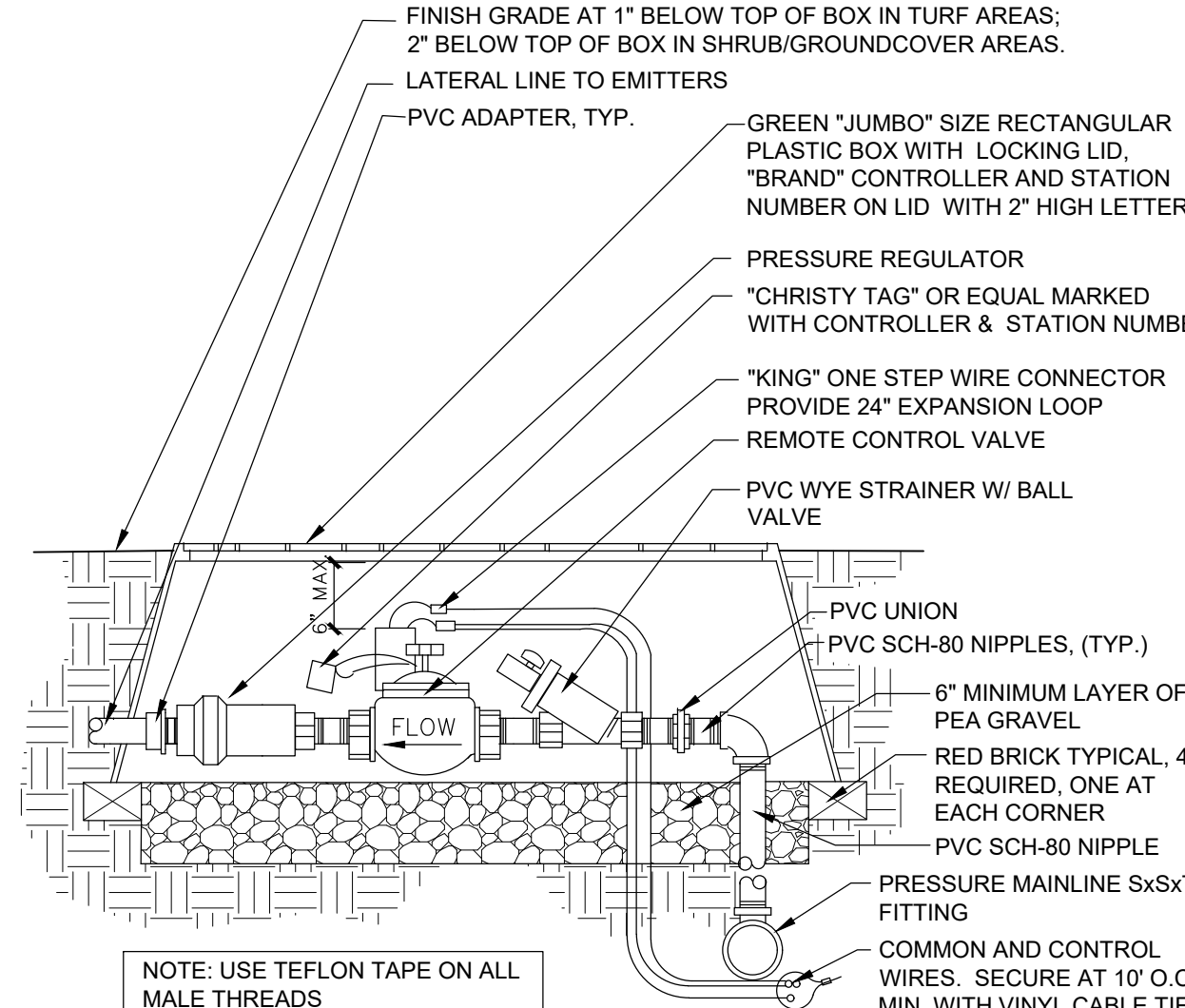
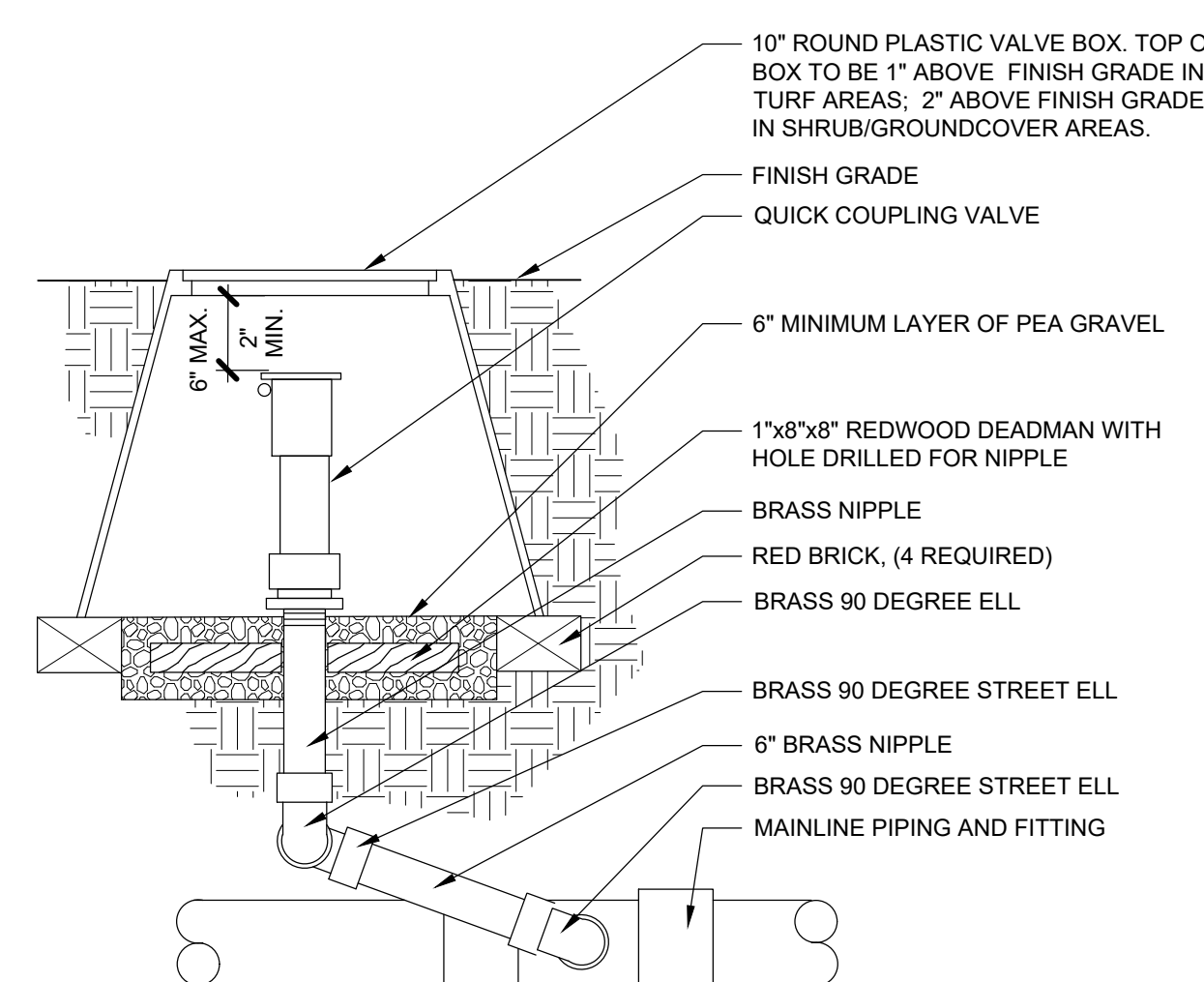
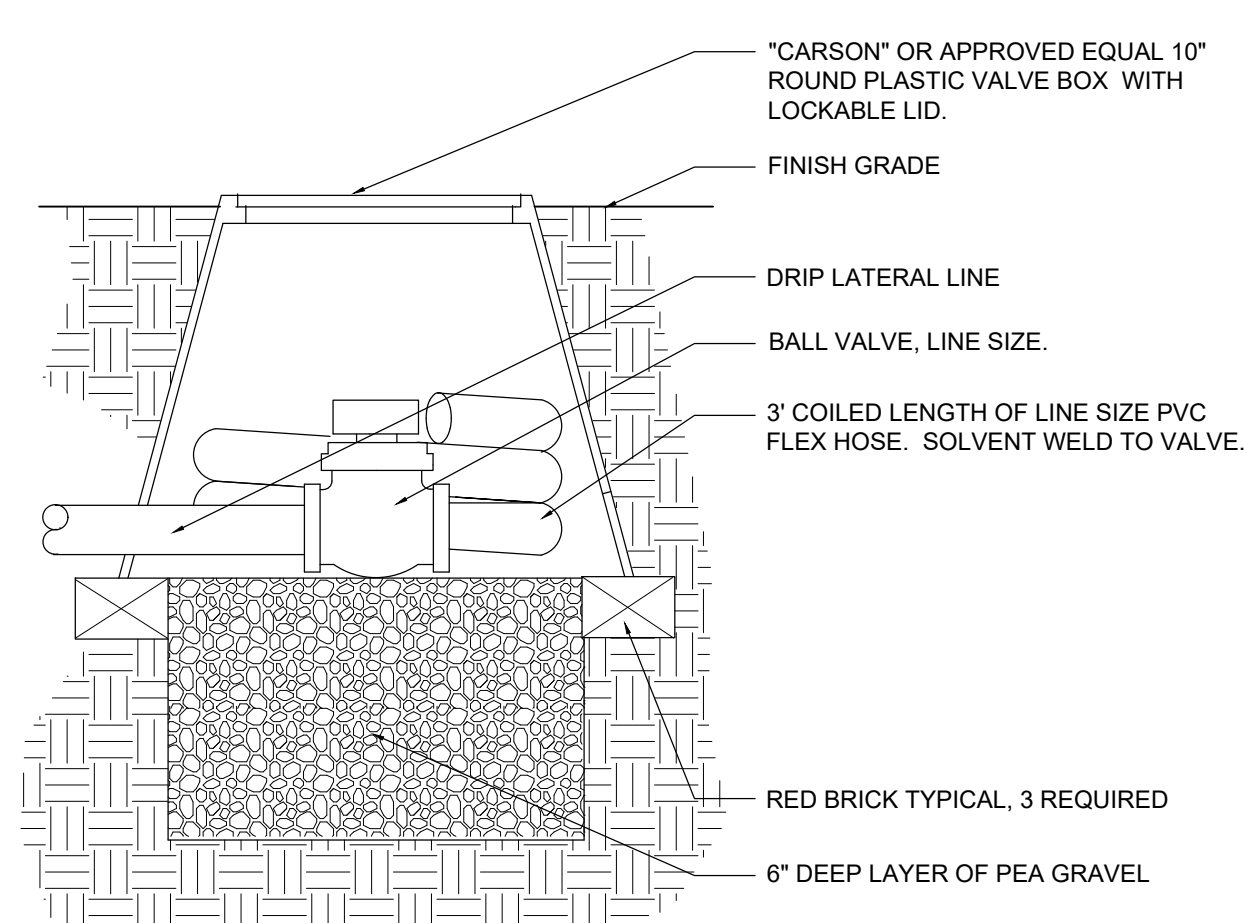
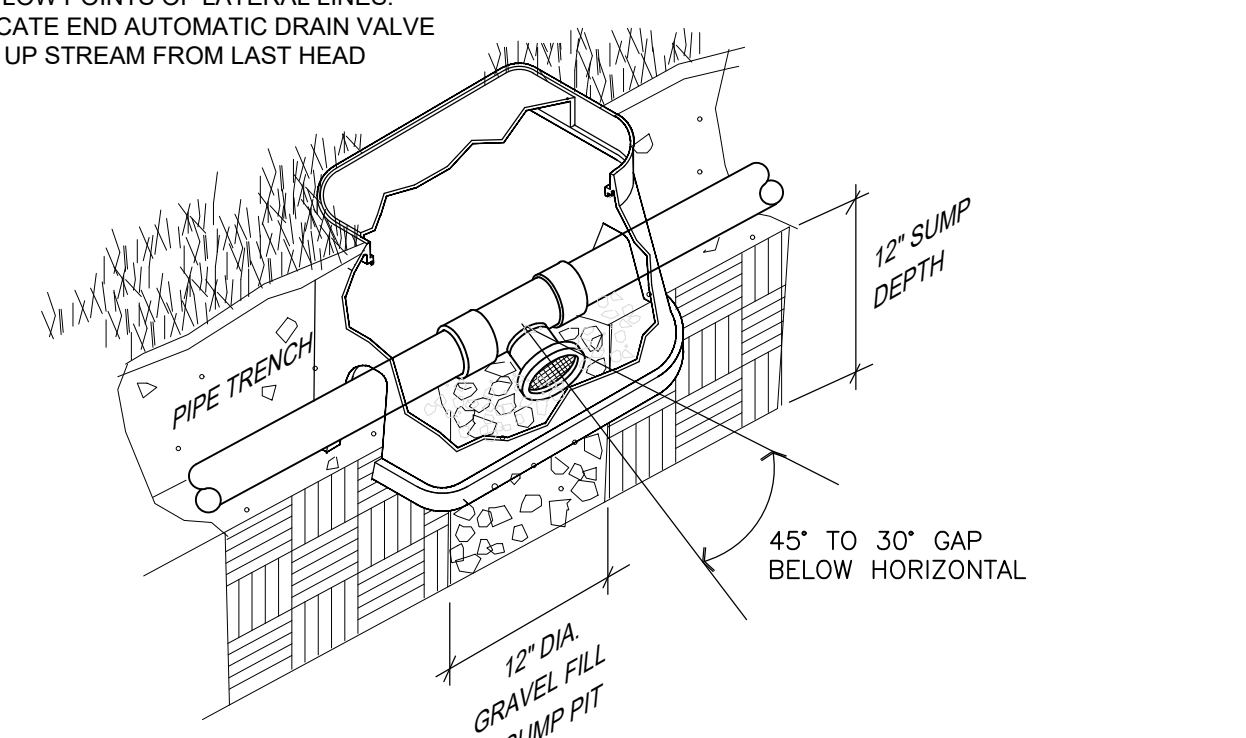


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FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS

 FINISH GRADE - 1" BELOW TOP OF BOX IN TURF, 2" BELOW IN SHRUB/GROUND COVER AREAS RECTANGULAR, GREEN LOCKING VALVE BOX, "BRAND" IN CONTROLLER & STATION NUMBER ON LID IN 2" HIGH LETTERS WATERPROOF WIRE CONNECTORS "KING" ONE-STEP WIRE CONNECTORS PROVIDE 24" MIN. EXPANSION LOOP STAMPED BRASS TAG OR EQUAL MARKED WITH CONTROLLER & STATION NUMBER REMOTE CONTROL VALVE SCH 80 BALL VALVE S x T STEEL REINF. 90 DEGREE ELL PVC SCH-80 RISER RED BRICK SUPPORTS (TYP.), FOUR TOTAL REQUIRED, ONE EACH SIDE. 6" MINIMUM LAYER OF PEA GRAVEL PVC SCH-80 NIPPLES (TYP) SCH 80 SLIP TEE NOTE: USE TEFLON TAPE ON ALL MALE THREADS PVC SCH-80 NIPPLES (TYP) PVC UNION PVC FEMALE ADAPTER LATERAL LINE TO VALVES COMMON AND CONTROL WIRES SECURED WITH VINYL CABLE TIES	 FINISH GRADE/TOP OF MULCH VALVE BOX WITH COVER: RAIN BIRD JUMBO VBJMB 30-INCH LINEAR LENGTH OF WIRE, COILED WATERPROOF CONNECTION: RAIN BIRD DB SERIES 5 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT) 6 ID TAG 7 REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUDED IN XCZ-PRB-100-COM KIT) 8 PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRB-QKCHK-100 (INCLUDED IN XCZ-PRB-100-COM KIT) 9 PVC SCH 40 FEMALE ADAPTOR 10 LATERAL PIPE 11 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED) 12 PVC SCH 40 ELL 13 PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL 14 PVC SCH 40 TEE OR ELL 15 MAINLINE PIPE 16 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL 17 PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT) XCZ-PRB-100-COM 1" COMMERCIAL CONTROL ZONE KIT	 FINISH GRADE AT 1" BELOW TOP OF BOX IN TURF AREAS; 2" BELOW TOP OF BOX IN SHRUB/GROUND COVER AREAS. LATERAL LINE TO EMITTERS PVC ADAPTER, TYP. GREEN "JUMBO" SIZE RECTANGULAR PLASTIC BOX WITH LOCKING LID, "BRAND" CONTROLLER AND STATION NUMBER ON LID WITH 2" HIGH LETTERS PRESSURE REGULATOR "CHRISTY TAG" OR EQUAL MARKED WITH CONTROLLER & STATION NUMBER "KING" ONE STEP WIRE CONNECTOR PROVIDE 24" EXPANSION LOOP REMOTE CONTROL VALVE PVC WYE STRAINER W/ BALL VALVE PVC UNION PVC SCH-80 NIPPLES, (TYP.) 6" MINIMUM LAYER OF PEA GRAVEL RED BRICK TYPICAL, 4 REQUIRED, ONE AT EACH CORNER PVC SCH-80 NIPPLE PRESSURE MAINLINE SxSxT FITTING COMMON AND CONTROL WIRES. SECURE AT 10" O.C. MIN. WITH VINYL CABLE TIES. NOTE: USE TEFLON TAPE ON ALL MALE THREADS
G	H	I
REMOTE CONTROL VALVE - SPRAY / ROTOR	DRIP VALVE - COMMERCIAL WIDE FLOW	DRIP VALVE - LOW FLOW
 10" ROUND PLASTIC VALVE BOX. TOP OF BOX TO BE 1" ABOVE FINISH GRADE IN TURF AREAS; 2" ABOVE FINISH GRADE IN SHRUB/GROUND COVER AREAS. FINISH GRADE QUICK COUPLING VALVE 6" MINIMUM LAYER OF PEA GRAVEL 1"x8"x8" REDWOOD DEADMAN WITH HOLE DRILLED FOR NIPPLE BRASS NIPPLE RED BRICK, (4 REQUIRED) BRASS 90 DEGREE ELL BRASS 90 DEGREE STREET ELL 6" BRASS NIPPLE BRASS 90 DEGREE STREET ELL MAINLINE PIPING AND FITTING	 "CARSON" OR APPROVED EQUAL 10" ROUND PLASTIC VALVE BOX WITH LOCKABLE LID. FINISH GRADE DRIP LATERAL LINE BALL VALVE, LINE SIZE. 3' COILED LENGTH OF LINE SIZE PVC FLEX HOSE. SOLVENT WELD TO VALVE. RED BRICK TYPICAL, 3 REQUIRED 6" DEEP LAYER OF PEA GRAVEL	 AUTOMATIC VALVES ARE TO BE LOCATED AT LOW POINTS OF LATERAL LINES. LOCATE END AUTOMATIC DRAIN VALVE 12" UP STREAM FROM LAST HEAD 12" DIA GRAVEL FILL SUMP PIT 12" SUMP DEPTH 45" TO 30" GAP BELOW HORIZONTAL
J	K	L
QUICK COUPLER	FLUSH VALVE	AUTOMACTIC DRAIN VALVE

ARCHITECT / PLANNER



88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

OWNER

MANHARD CONSULTING
7600 E. ORCHARD RD, SUITE 350-S
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COTTONWOOD HIGHLANDS FILING 7
FINAL PLAT - LANDSCAPE & IRRIGATION PLAN
PARKER, CO
IRRIGATION NOTES & DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PHASE 1
PROJECT #: 181027
DRAWN BY: LR
CHECKED BY: JC

ISSUE RECORD

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4th Submittal	08/17/2020

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44 OF 46



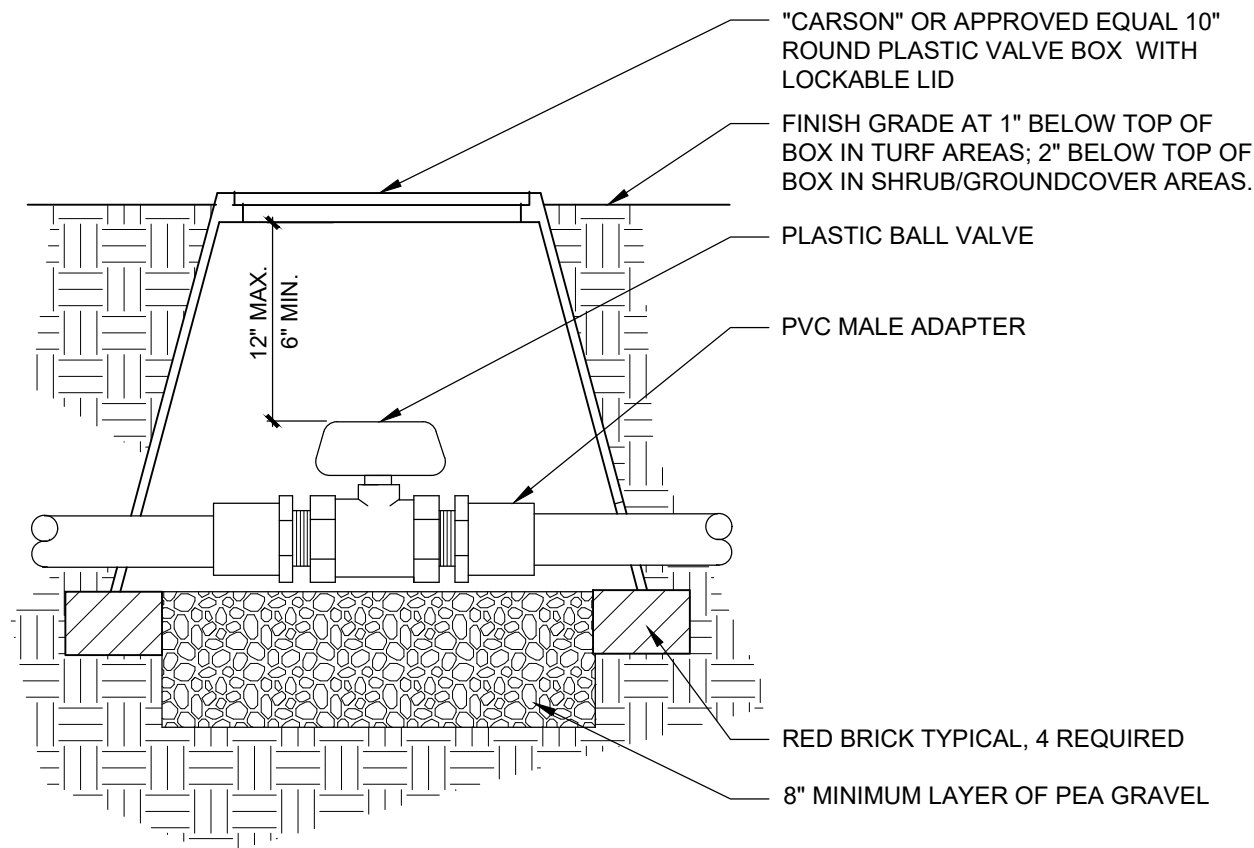
Know what's below.
Call before you dig.

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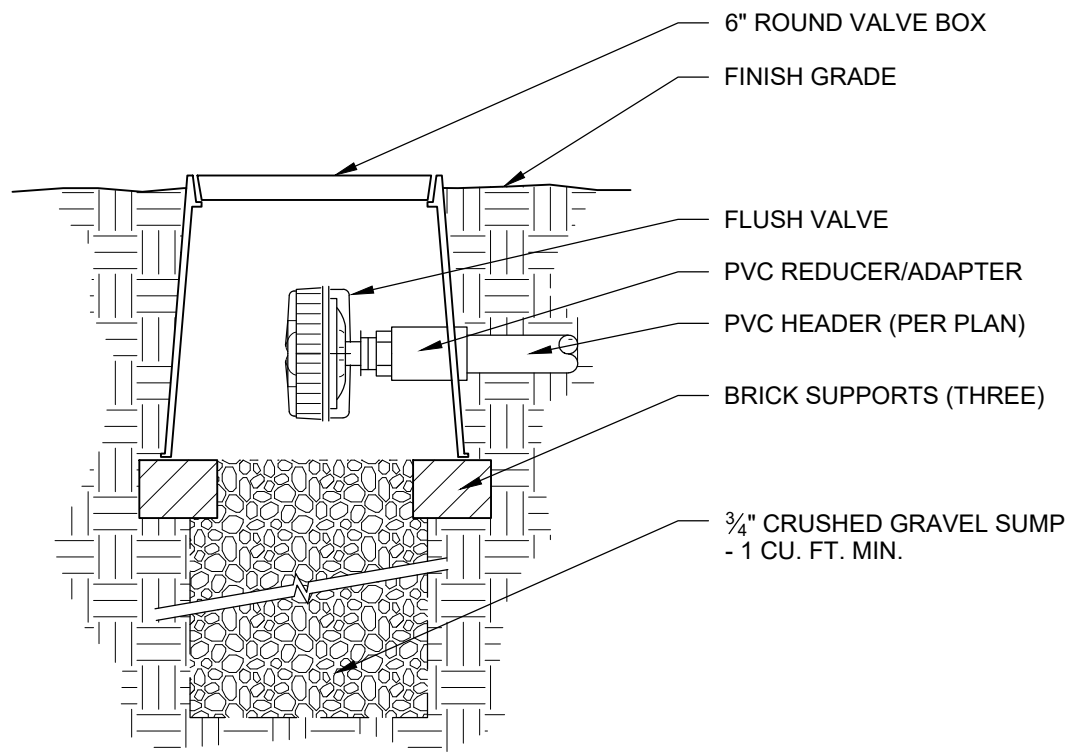
COTTONWOOD HIGHLANDS FILING NO. 7

FINAL PLAT - LANDSCAPE & IRRIGATION PLAN

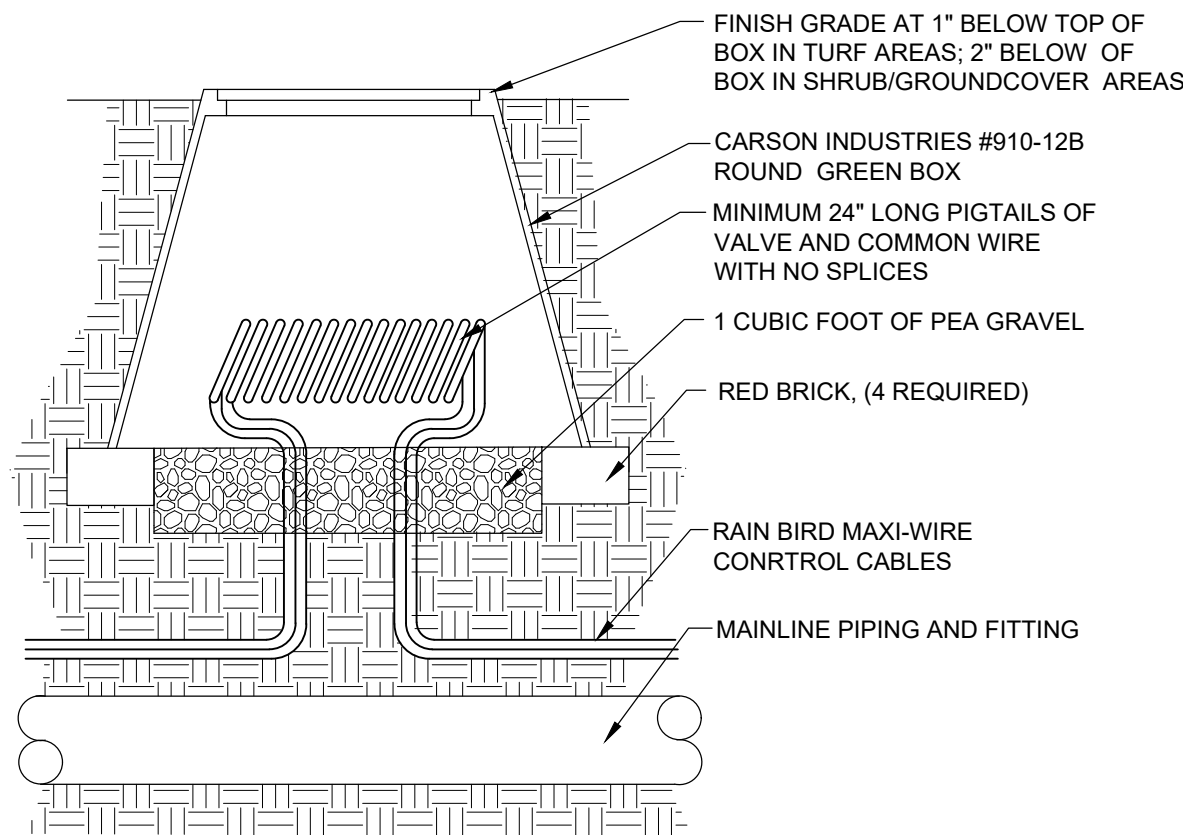
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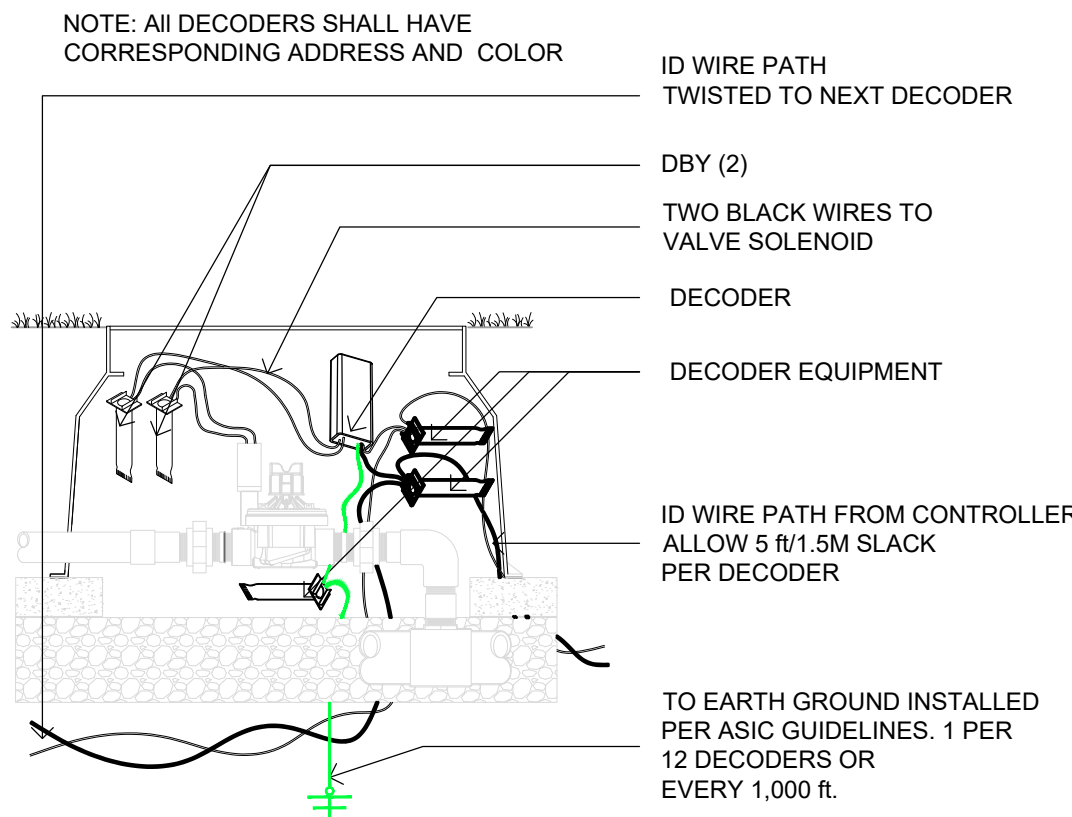
M BALL VALVE



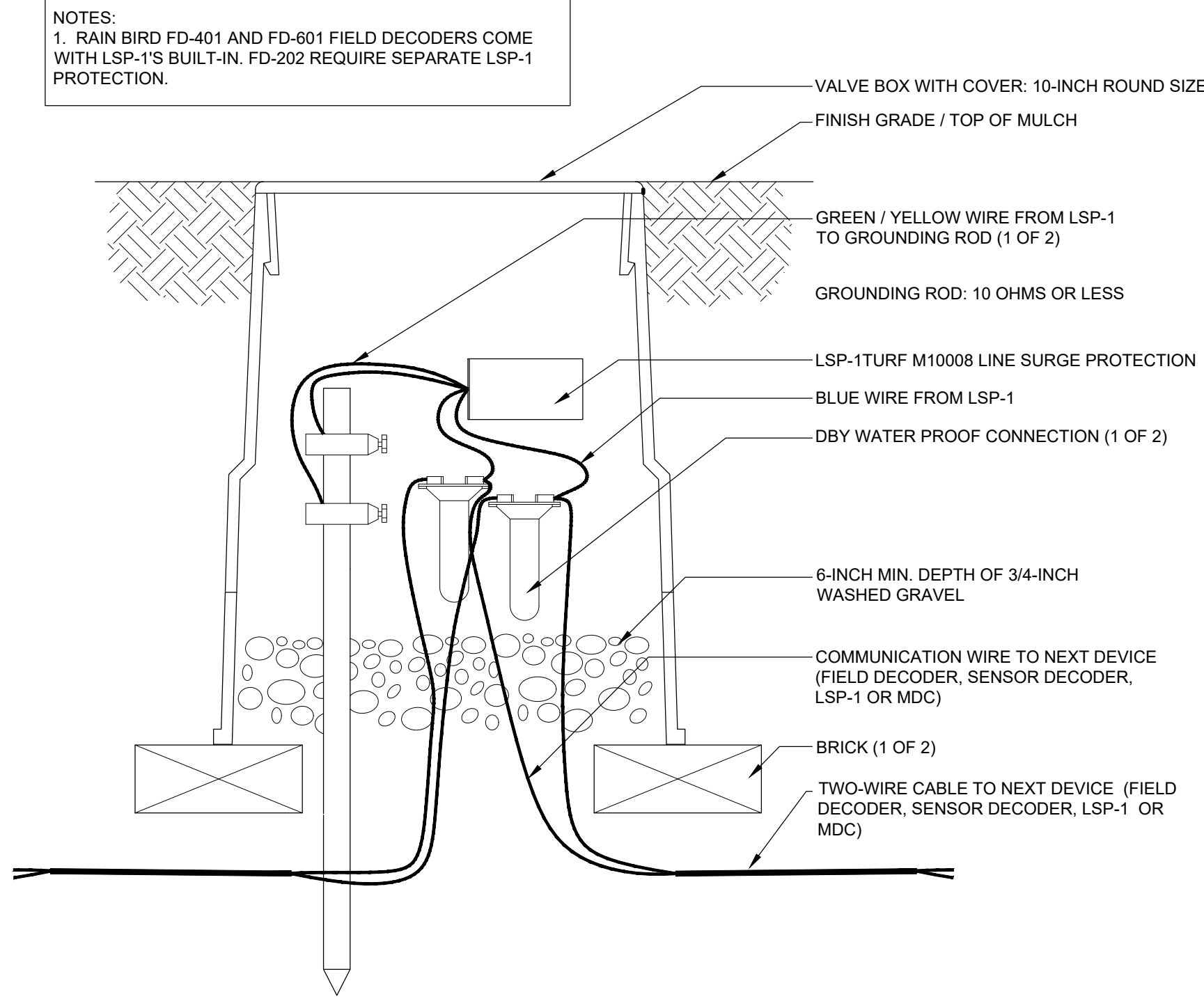
N DRIP TUBE FLUSH VALVE



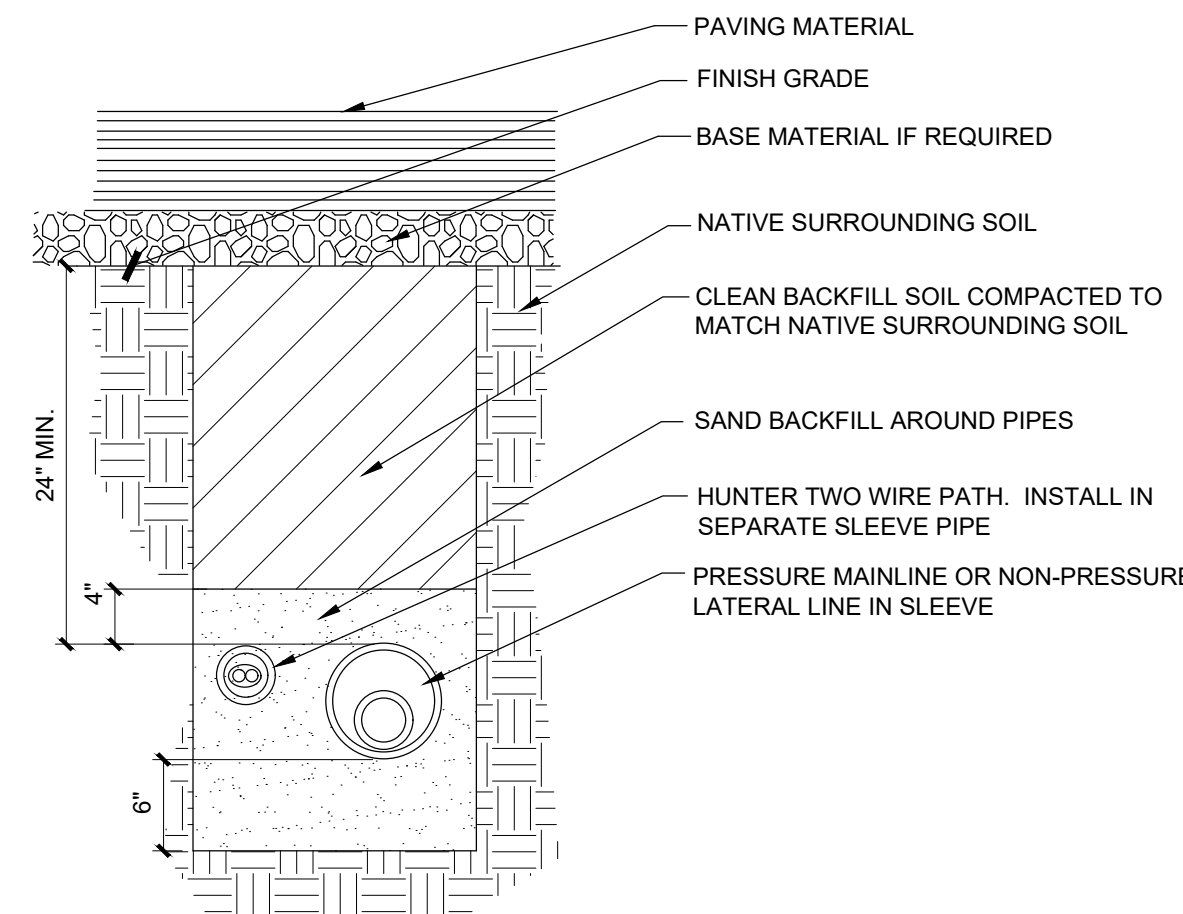
P WIRE SPLICE BOX



Q VALVE DECODER



O VALVE / DECODER GROUNDING



R SLEEVING DETAIL

ARCHITECT / PLANNER



ENGINEER

LENNAR HOMES
9193 S. JAMAICA ST., 4TH FLOOR
ENGLEWOOD, CO 80112
OFFICE: (303) 503-1016
ATTN: JOHN CHENEY

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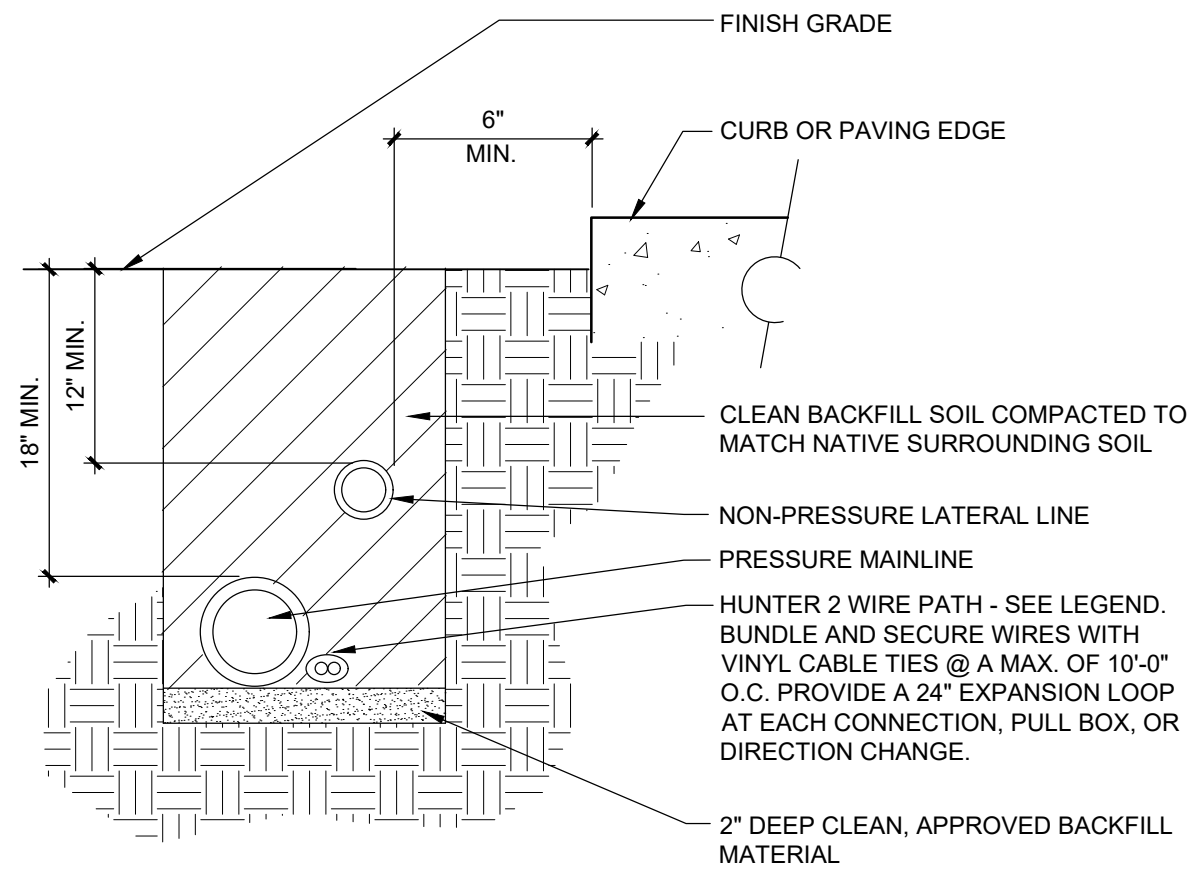
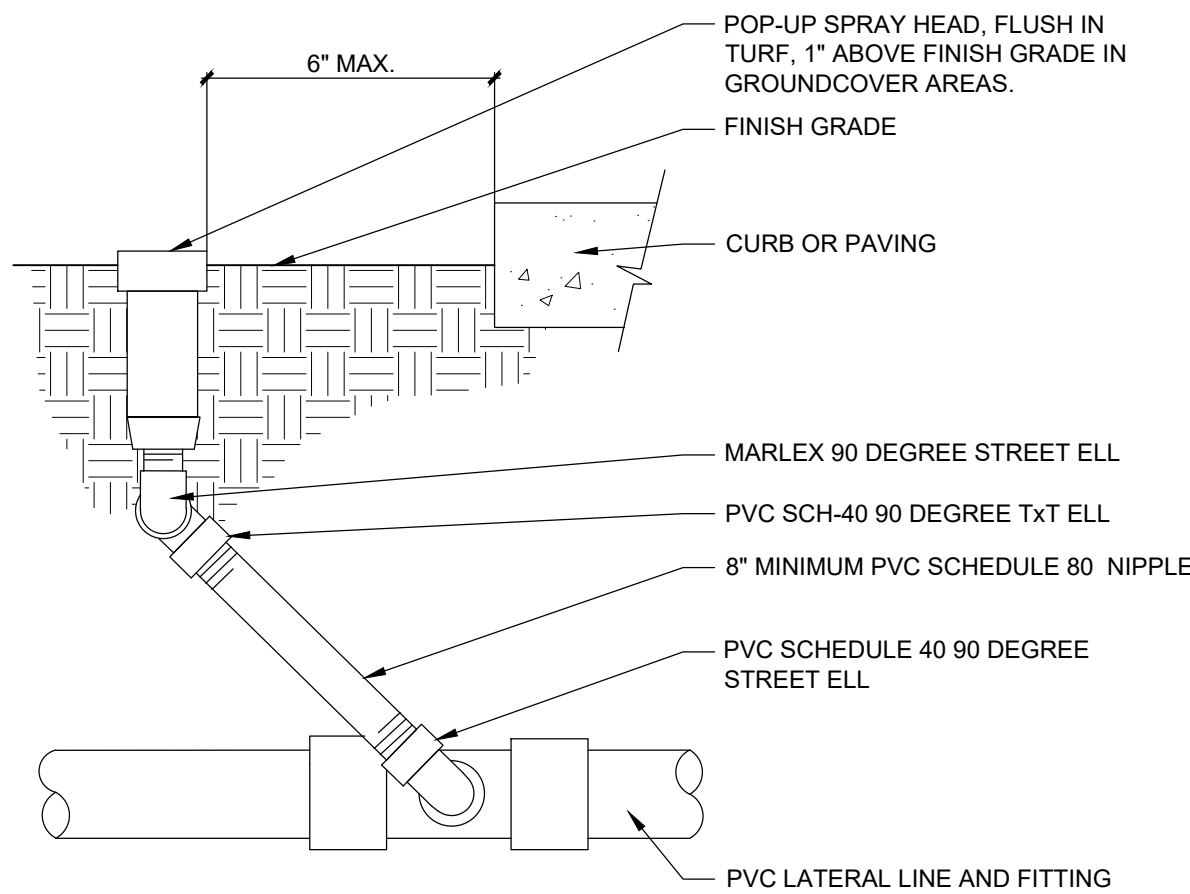
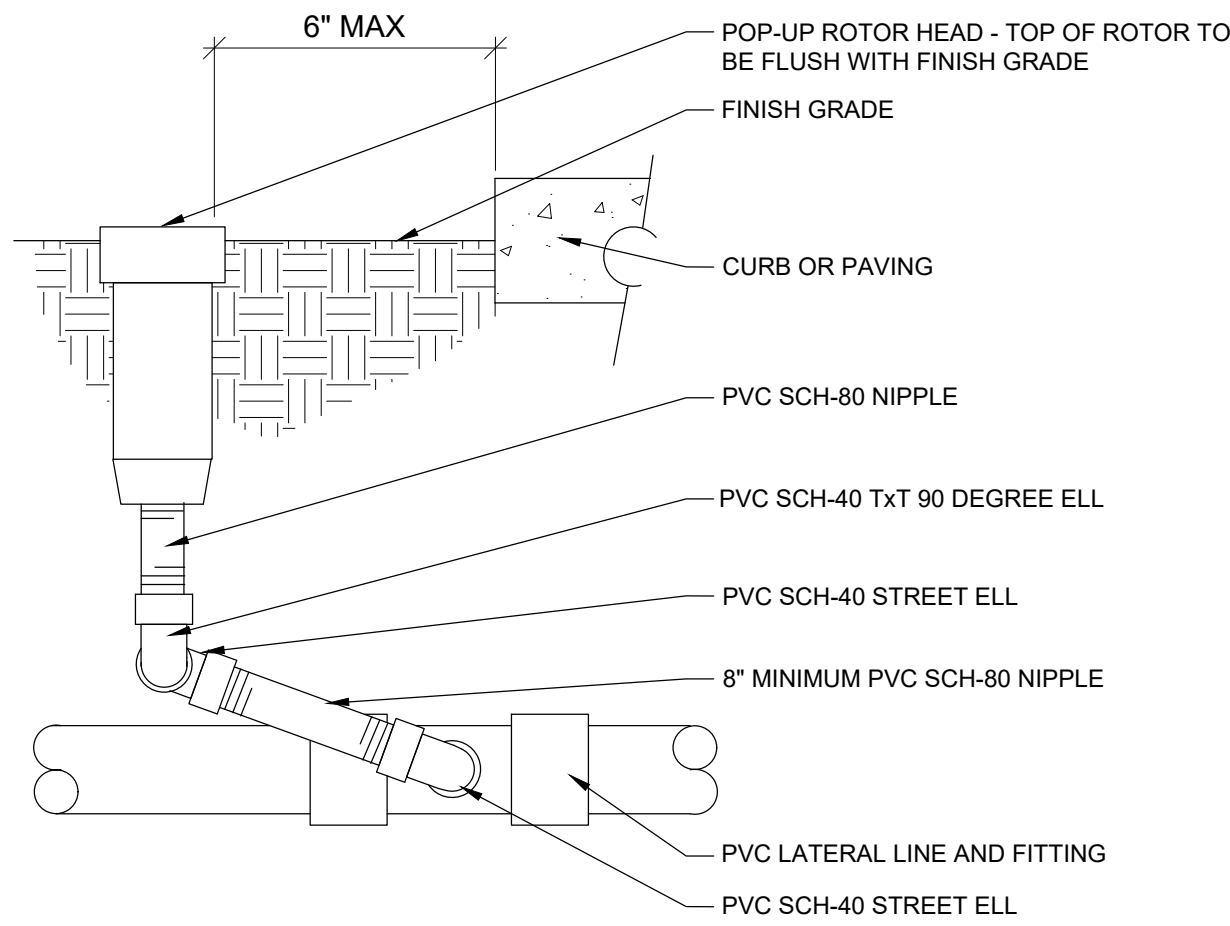


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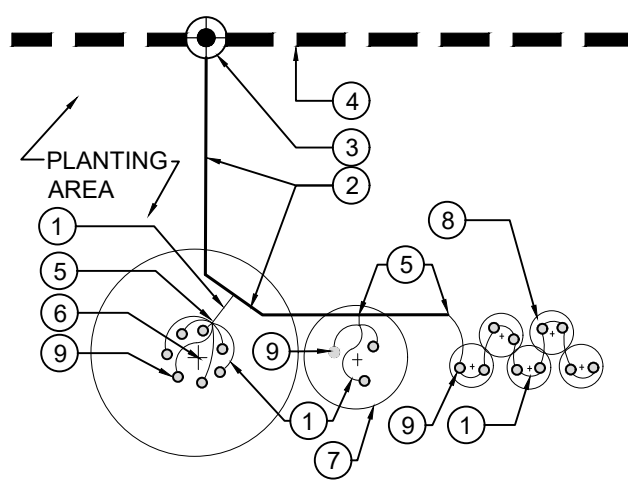
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39.997 ACRES, 104 RESIDENTIAL LOTS, 17 TRACTS



U ROTOR HEAD

T SPRAY HEAD

S TRENCHING

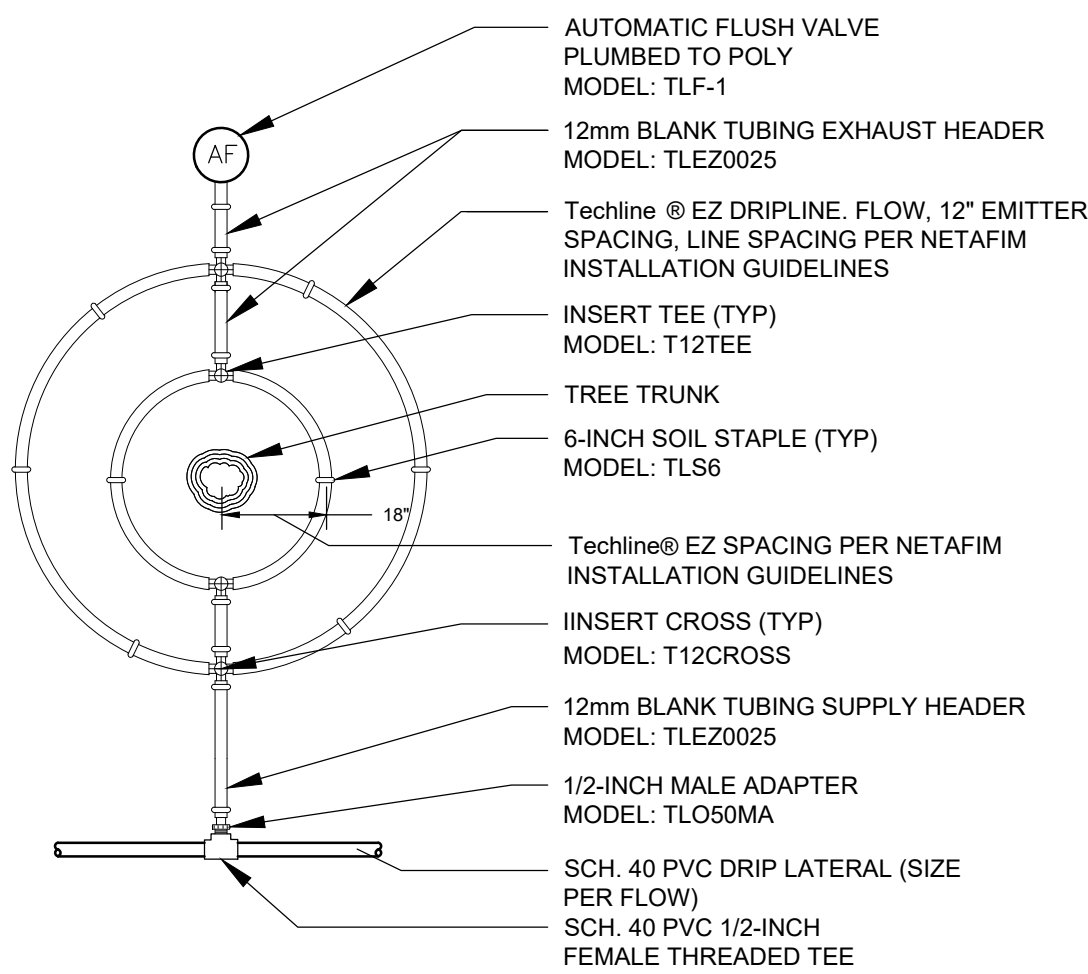


KEY LEGEND

- 1 BLACK STRIPE POLY TUBING, CONNECTION TO PVC LATERAL PER CONTRACTOR.
- 2 CL. 200 PVC LATERAL LINE - SEE PLAN FOR SIZE
- 3 DRIP VALVE - SEE PLAN FOR SIZE
- 4 MAIN LINE - SEE PLAN FOR SIZE
- 5 PIPE TRANSITION - PER CONTRACTOR
- 6 DECID. TREES; - SEE EMITTER SCHEDULE / LEGEND FOR QUANTITY AND SIZE OF EMITTERS.
- 7 EVERGREEN TREES; SEE EMITTER SCHEDULE / LEGEND FOR QUANTITY AND SIZE OF EMITTERS.
- 8 5 GAL. SHRUBS / SHRUB AREA - SEE EMITTER SCHEDULE / LEGEND FOR QUANTITY AND SIZE OF EMITTERS.
- 9 DRIP EMITTERS / SEE EMITTER SCHEDULE

NOTE:
CONTRACTOR SHALL ENSURE THAT MAX. GPM THROUGH BLACK STRIPE TUBING DOES NOT EXCEED MFG'S RECOMMENDATION OF 5 GPM.

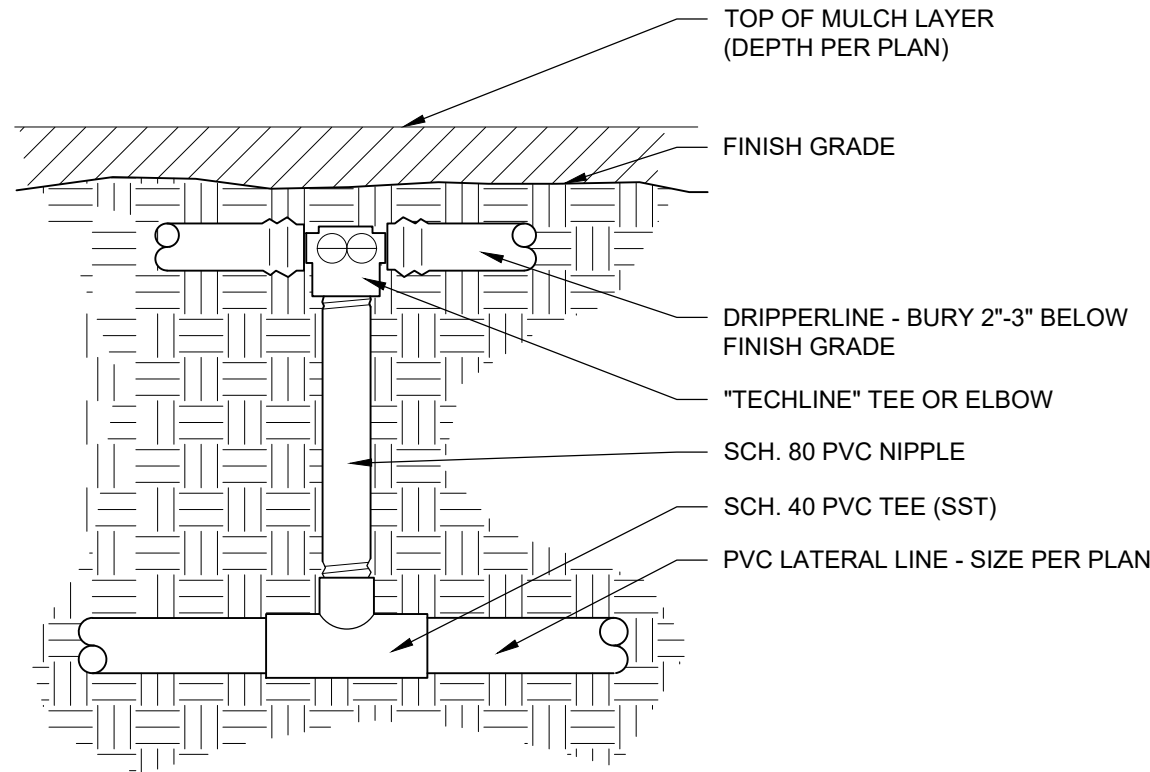
X DRIP EMITTER DIAGRAM



NOTES

1. INSTALL FIRST Techline® EZ LOOP 18-INCHES FROM CENTER OF TREE TRUNK. INSTALL EACH ADDITIONAL LOOP PER NETAFIM INSTALLATION GUIDELINES.
2. INSTALL Techline® EZ DRIPLINE ON SURFACE TO MAXIMUM OF 6-INCHES BELOW GRADE, STAPLE IN PLACE PER MANUFACTURER'S RECOMMENDATIONS, BACKFILL AND SPREAD SURFACE TREATMENT AS DIRECTED BY OTHERS.
3. INSTALL Techline® EZ IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES.
4. FOR ON SURFACE APPLICATION.

W NETAFIM TREE RING



V DRIP LINE TUBE

ARCHITECT / PLANNER



ENGINEER

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IR6.05

46 OF 46



SUBDIVISION AGREEMENT
Cottonwood Highlands Filing No. 7

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Lennar Colorado, LLC, a Colorado limited liability company (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Cottonwood Highlands Filing No. 7, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).

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

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

AGREEMENT

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

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

2. **Agreements and Other Requirements.** The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on April 7, 2014, which was recorded at Reception No. 2014017825, amended on November 3, 2014, which was recorded at Reception No. 2014065019, amended on January 19, 2016, which was recorded at Reception No. 2017037065, amended on August 21, 2017, which was recorded at Reception No. 2017058580, and amended on February 19, 2019, which was recorded at Reception No. 2019009089, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

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

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the

development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

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

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

4. Specific Conditions. The Developer hereby agrees that:

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

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

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the “Landscape Improvements”), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Landscape Security”) of the materials cost as described in

Exhibit F, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property for the Cottonwood Drive Median (the "Cottonwood Drive Median Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit G**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

e. Prior to recoding the final plat for the Property, the Developer shall pay One Hundred Eighty-Four Thousand Eight Hundred and 00/100 Dollars (\$184,800.00) to the Douglas County School District No. RE-1, which payment is for a fee in lieu of a land dedication for the school sites benefitting the School District and its students.

f. Prior to the issuance of each building permit within the Property, the Developer shall pay to the Douglas County School District the required voluntary fee for wear and tear of school buildings by use of the new residents within the subdivision (the "School Mitigation Fee") of Eight Hundred and 00/100 Dollars (\$800.00) for each residential lot.

g. Prior to issuance of any building permit for any residential dwelling unit on the Property, the Developer shall pay to the Town Four Hundred and 00/100 Dollars (\$400.00) for each residential unit, which payment will be used to remove the existing Intermountain Rural Electric Associations ("IREA") power lines on the Property to be placed underground. The Town shall hold the fund until such time as the Town and IREA deem the burying of power lines is warranted.

h. The Developer currently plans to construct model homes on Lots 1 through 4 of the Property. The Developer and the Town agree that building permits may be issued for these model lots prior to Probationary Acceptance of Public Improvements, subject to compliance with applicable building and fire codes; however, such model lots may not be sold to third parties prior to Probationary Acceptance by the Town of the Public Improvements.

i. Prior to the recordation of the final plat, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00), which payment is half

the cost to design and construct a traffic signal at the intersection of Jordan Road and Parkerhouse Road. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town.

j. Prior to the recordation of the final plat, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00), which payment is half the cost to design and construct a traffic signal at the intersection of Cottonwood Drive and Lanceleaf Street. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town.

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

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

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

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

7. Public Improvements and Warranty. All Public Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and

associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

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

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

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

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

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

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before October 1, 2022, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the

improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

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

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

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted

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

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

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

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

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

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the

nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

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

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

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

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

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

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

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

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

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

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

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

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

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

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

Notice to Developer: Lennar Colorado, LLC
 Attn: John Cheney
 9193 South Jamaica Street, 4th Floor
 Englewood, Colorado 80112

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

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

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

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

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: LENNAR COLORADO, LLC

By: _____
_____ [Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Lennar Colorado, LLC.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Cottonwood Drive Median Landscape Improvements

EXHIBIT A

Cottonwood Highlands Filing 7 – Final Plat Submittal

12/09/19

Legal Description:

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH 21 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

LEGAL DESCRIPTION

TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2017 AT RECEPTION NO. 2017037061, TOGETHER WITH TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2018 AT RECEPTION NO. 2018059048, TOGETHER WITH THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A, LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO BEAR NORTH 00°25'12" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 261.20 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°44'09", A RADIUS OF 1225.48 FEET, AN ARC LENGTH OF 61.36 FEET, THE CHORD OF WHICH BEARS NORTH 51°51'39" WEST, A DISTANCE OF 61.36 FEET;

THENCE NORTH 50°59'35" WEST, A DISTANCE OF 329.01 FEET;
THENCE NORTH 24°06'11" EAST, A DISTANCE OF 586.65 FEET;
THENCE NORTH 36°34'06" EAST, A DISTANCE OF 443.83 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 517.01 FEET, THE CHORD OF WHICH BEARS SOUTH 66°44'08" EAST, A DISTANCE OF 513.21 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 74°16'09" EAST, A DISTANCE OF 100.83 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°28'41", A RADIUS OF 1242.00 FEET, AN ARC LENGTH OF 118.75 FEET, THE CHORD OF WHICH BEARS SOUTH 86°09'31" EAST, A DISTANCE OF 118.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 32.70 FEET;
THENCE NORTH 84°52'51" EAST, A DISTANCE OF 110.73 FEET;
THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 606.85 FEET;
THENCE SOUTH 81°46'51" EAST, A DISTANCE OF 96.86 FEET;
THENCE SOUTH 88°53'51" EAST, A DISTANCE OF 60.89 FEET;
THENCE SOUTH 06°11'13" EAST, A DISTANCE OF 757.63 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 974.95 FEET;
THENCE SOUTH 00°52'04" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89°07'56" WEST, A DISTANCE OF 640.75 FEET TO THE POINT OF BEGINNING;

EXCEPT LOT 1, SAID COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,

CONTAINING A CALCULATED AREA OF 1,742,290 SQUARE FEET OR 39.9975 ACRES, MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COTTONWOOD HIGHLANDS FILING NO. 7. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION, AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES.

THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNER(S) FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

UTILITY EASEMENT ACKNOWLEDGEMENT

THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. § 1531, et seq., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

OWNER: LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

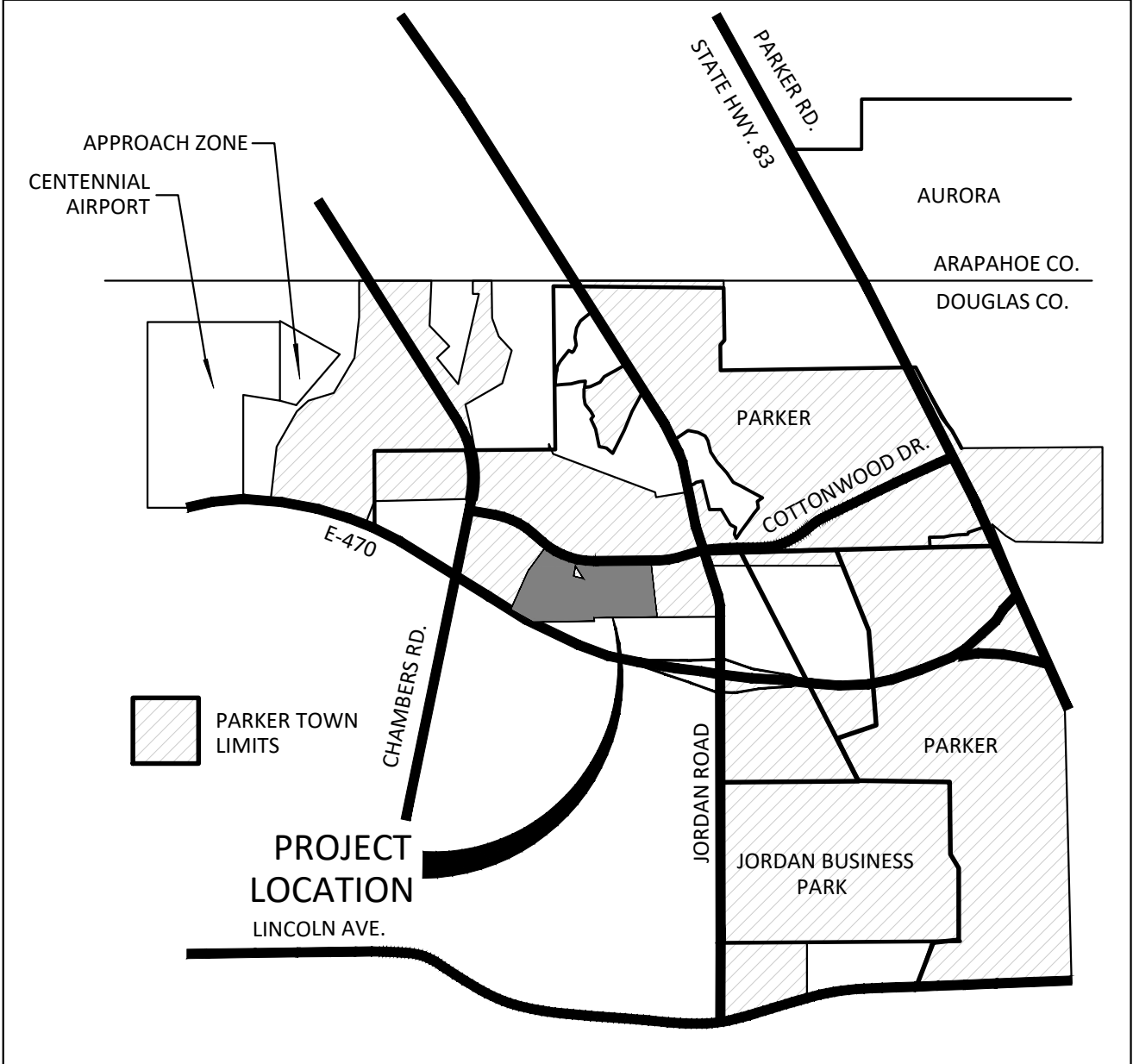
STATE OF COLORADO }
COUNTY OF _____ } SS

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

OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
ADDRESS _____



VICINITY MAP

(NOT TO SCALE)

LOT SIZE SUMMARY TABLE

MINIMUM LOT SIZE:	2,988 S.F. (0.069 ACRES)
MAXIMUM LOT SIZE:	5,931 S.F. (0.136 ACRES)
AVERAGE LOT SIZE:	3,616 S.F. (0.083 ACRES)

COTTONWOOD DRIVE SETBACK TABLE

MINIMUM LOT SETBACK:	43.7 FEET
MAXIMUM LOT SETBACK:	51.2 FEET
AVERAGE LOT SETBACK:	46.1 FEET

LANCELEAF STREET SETBACK TABLE

MINIMUM LOT SETBACK:	15.0 FEET
MAXIMUM LOT SETBACK:	85.8 FEET
AVERAGE LOT SETBACK:	29.8 FEET

PARKERHOUSE ROAD SETBACK TABLE

MINIMUM LOT SETBACK:	45.0 FEET
MAXIMUM LOT SETBACK:	46.6 FEET
AVERAGE LOT SETBACK:	46.4 FEET

SURVEYOR'S CERTIFICATE

I, BRIAN J PFOHL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HIGHLANDS FILING NO. 7, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 19TH DAY OF MAY, 2020, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A QUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON _____, 20____.

BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N, GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



TITLE VERIFICATION

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO: NCS-1013711-CO WITH AN EFFECTIVE DATE OF MAY 13, 2020 AT 5:00 P.M.

BY: _____

SATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020,

BY _____ OF _____.

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

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION STATEMENT

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON AUGUST 22, 2019.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION _____ DATE _____

APPROVAL OF TOWN COUNCIL

TRACT A OF COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1, TRACT A OF COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1 AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A ARE HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR WHERE APPLICABLE, THE PLANNING DIRECTOR AND ENGINEERING DIRECTOR OF THE TOWN OF PARKER, COLORADO ON THE _____ DAY OF _____, 20____. FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2017037061 AND RECEPTION NO. 2018059048. THE DEDICATIONS ARE HEREBY ACCEPTED.

THE 80 FOOT RIGHT-OF-WAY FOR LANCELEAF STREET AND THE SLOPE EASEMENT DEDICATED ON THE PLAT OF COTTONWOOD HIGHLANDS FILING NO. 5 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2016004595 AND THE INTERIM DETENTION EASEMENT GRANTED ON THE PLAT OF COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2017037061 WHICH ARE NOTED HEREIN AS "VACATED BY THIS PLAT" ARE HEREBY VACATED THIS _____ DAY OF _____, 2020.

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

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

ATTEST: _____
MAYOR, TOWN OF PARKER TOWN CLERK

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____.

AT _____ O'CLOCK _____M., AND WAS RECORDED AT RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

DATE	REVISIONS
10/06/2020	ATTEC COMMENTS 10/04/2020
09/17/2020	ATTEC COMMENTS 09/09/2020
08/27/2020	ATTEC COMMENTS 08/27/2020
05/22/2020	NEW TITLE COMMITMENT
05/06/2020	REVISED PER TOWN COMMENTS
03/06/2020	FIRST SUBMITAL COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com
Civil Engineering & Geospatial Services | Surveying | Construction Management | Water Resource Management

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: N/A
SHEET 1 OF 7 LE.PK0003.03

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

NOTES

- NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY – COMMITMENT NO: NCS-1013711-CO WITH AN EFFECTIVE DATE OF MAY 13, 2020 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS:** THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°25'12" WEST AS MONUMENTED AND SHOWN HEREON.
- FLOODPLAIN:** THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS – DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) – MAP NUMBER 08035C0066G WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016.
- OWNER WAIVES, REMISES, AND RELEASES ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, G, H, J, K, L, M, N, P, Q AND R FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.

NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- THIS SUBDIVISION IS SUBJECT TO THE AVIGATION AND HAZARD EASEMENT RECORDED IN BOOK 418 AT PAGE 436 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- THIS FINAL PLAT CONSISTS OF 104 LOTS AND 17 TRACTS WITHIN THE PROPOSED ±39.997 ACRE DEVELOPMENT.
- TRACTS A THROUGH Q WILL BE CONVEYED TO THE HOME OWNERS ASSOCIATION BY SEPARATE DEED WHEN REQUIRED.
- THE MAINTENANCE OF THE TRACTS DEDICATED FOR USE AS ACCESS EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE WILL INCLUDE, BUT NOT BE LIMITED TO, SNOW REMOVAL. ALL SNOW WITH A DEPTH OF 4 INCHES OR MORE SHALL BE REMOVED FROM THE ACCESS TRACTS. MAINTENANCE OF ANY LANDSCAPING ADJACENT TO THE ACCESS ROAD TRACTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. THE HOMEOWNER'S ASSOCIATION SHALL RETAIN THE ABILITY TO MAINTAIN LANDSCAPING ADJACENT TO THE ACCESS ROAD TRACTS SHOULD IT BE NECESSARY.
- AN 8 FOOT FENCE SETBACK FROM THE LOT LINES ARE REQUIRED ON ALL RESIDENTIAL LOTS ADJACENT TO STREETS.
- TRACT S IS HEREBY ESTABLISHED AS A PARCEL TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE COTTONWOOD HIGHLANDS FILING NO. 7 CONSTRUCTION PLANS.
- MONUMENT SIGN, MASONRY FENCE COLUMNS, WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.

TRACT SUMMARY TABLE				
TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	54,482	1.251	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
B	55,524	1.275	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
C	21,010	0.482	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
D	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
E	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
F	3,128	0.072	ACCESS ROAD	HOME OWNERS ASSOCIATION
G	2,297	0.053	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
H	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
J	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
K	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
L	4,368	0.100	OPEN SPACE (UTILITY, LANDSCAPE & DRAINAGE)	HOME OWNERS ASSOCIATION
M	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
N	3,294	0.076	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
P	3,232	0.074	ACCESS ROAD & DRAINAGE	HOME OWNERS ASSOCIATION
Q	18,799	0.432	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
R	100,577	2.309	DETENTION POND (UTILITY, LANDSCAPE, DRAINAGE)	COTTONWOOD HIGHLANDS METROPOLITAN DISTRICT NO. 1
S	924,132	21.215	FUTURE DEVELOPMENT	LENNAR COLORADO
TOTAL	1,210,276	27.784		

LAND USE SUMMARY TABLE			
LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS	374,518	8.598	21.50%
PUBLIC RIGHT-OF-WAY	157,495	3.616	9.04%
ACCESS ROADS	31,385	0.721	1.80%
PARK TRACTS	95,333	2.189	5.47%
OPEN SPACE TRACTS	58,850	1.351	3.38%
DETENTION POND TRACT	100,577	2.309	5.77%
FUTURE DEVELOPMENT	924,132	21.215	53.04%
OVERALL SITE TOTAL:	1,742,290	39.997	100%



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS
10/06/2020	AZTEC COMMENTS 10/04/2020
09/17/2020	AZTEC COMMENTS 09/09/2020
09/17/2020	AZTEC COMMENTS 09/09/2020
05/22/2020	NEW TITLE COMMITMENT
05/06/2020	REVISED PER TOWN COMMENTS
03/06/2020	FIRST SUBMITTAL COMMENTS



COTTONWOOD HIGHLANDS FILING NO. 7

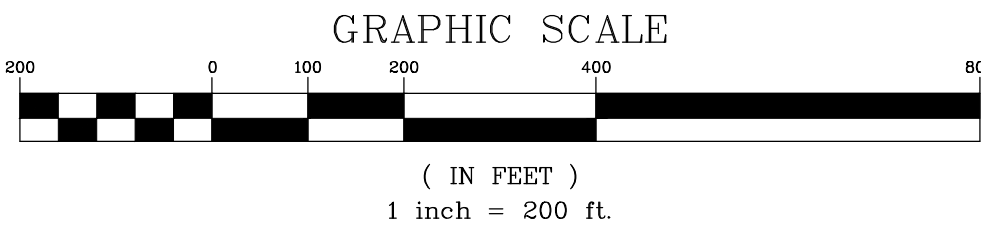
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: N/A
SHEET
2 OF 7
LE.PKC003.03

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES

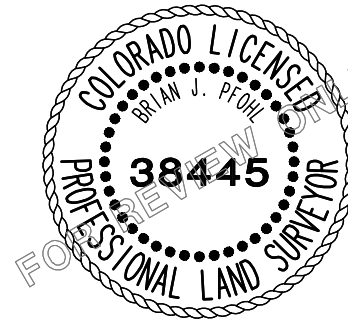
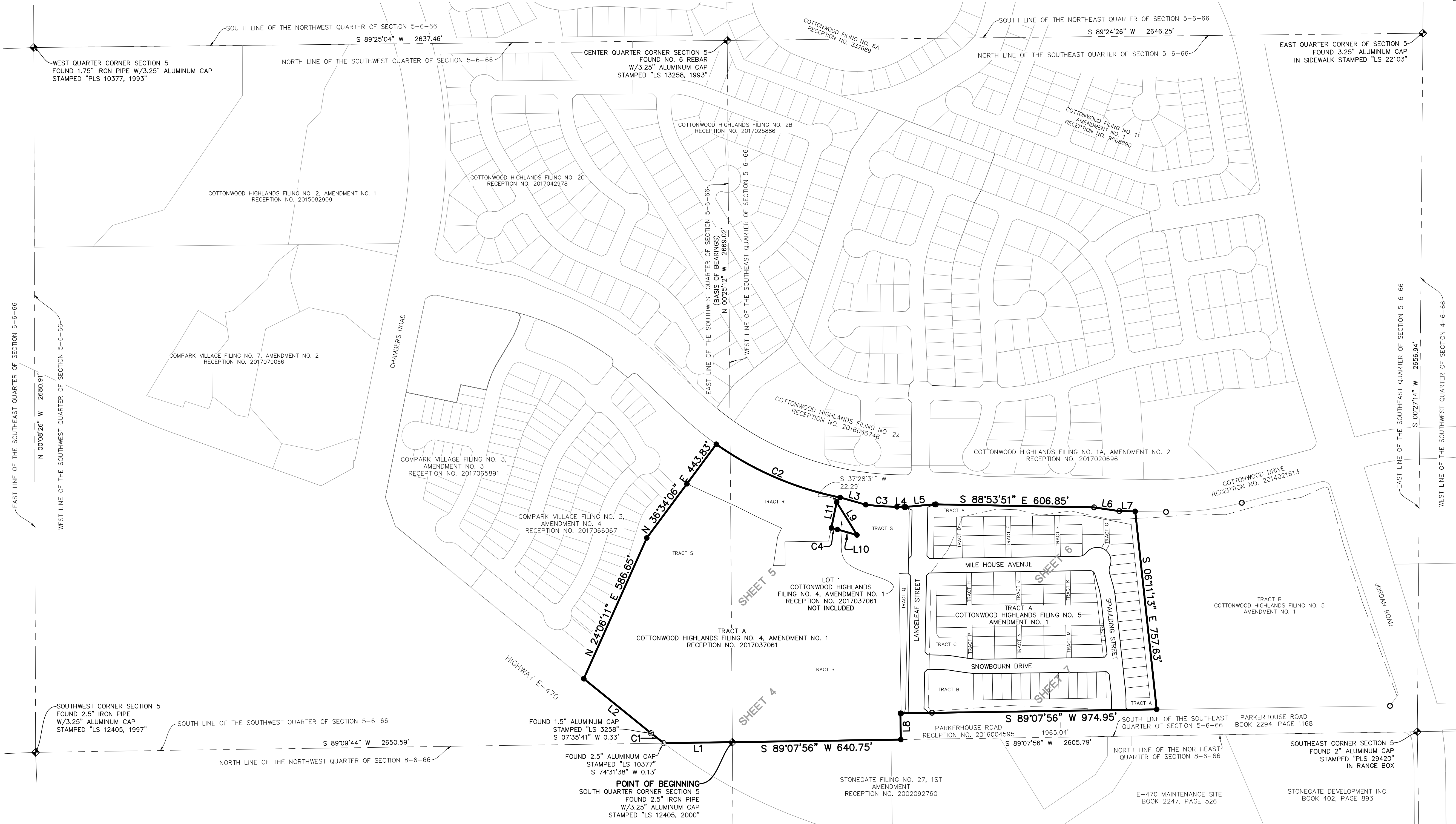


LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°09'44"W	261.20'
L2	N50°59'35"W	329.01'
L3	S74°16'09"E	100.83'
L4	S88°53'51"E	32.70'
L5	N84°52'51"E	110.73'
L6	S81°46'51"E	96.86'
L7	S88°53'51"E	60.89'
L8	S00°52'04"E	100.00'
L9	S31°45'01"E	146.92'
L10	N74°16'09"W	77.23'
L11	N11°40'29"E	100.09'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	001°44'09"	2025.48'	61.36'	N51°51'39"W	61.36'
C2	024°05'00"	1230.00'	517.01'	S66°44'08"E	513.21'
C3	005°28'41"	1242.00'	118.75'	S86°09'31"E	118.70'
C4	002°36'19"	527.50'	23.99'	N75°34'19"W	23.98'

LEGEND

- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- - - = EX. LOT LINE
- - - = EX. EASEMENT LINE
- |--- = EX. ACCESS LIMITATION LINE
- - - = PR. LOT LINE
- - - = SIGHT DISTANCE LINE
- ◆ = SECTION CORNER
- ⊙ = FOUND ALUMINUM CAP AS NOTED
- = FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
- = SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION
- U.E. = UTILITY EASEMENT
- S.E. = SIDEWALK EASEMENT



FOR AND ON BEHALF OF
MANHARD CONSULTING

DRAWN BY		REVISED	
DATE			
10/06/2020	ATTEC COMMENTS 10/04/2020		
09/17/2020	ATTEC COMMENTS 09/09/2020		
08/11/2020	ATTEC COMMENTS 08/05/2020		
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05/06/2020	REVISED PER TOWN COMMENTS		
03/06/2020	FIRST SUBMITTAL COMMENTS		

Manhard CONSULTING

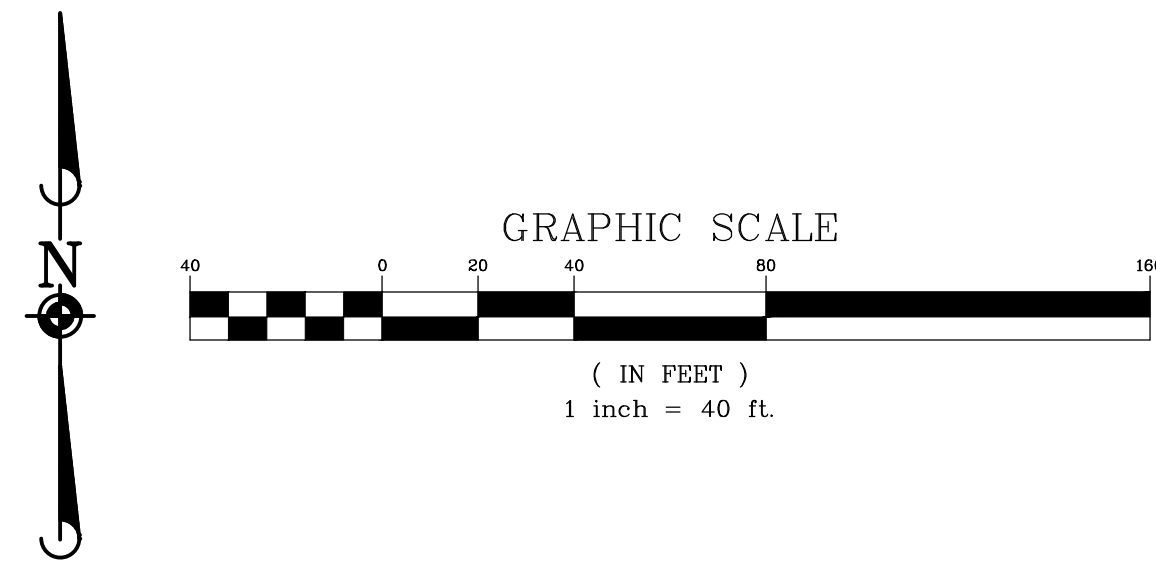
7600 East Orchard Road, Suite 150, Greenwood Village, CO 80111 ph: 303.788.0600 manhard.com
Civil Engineering & Geospatial Services | Surveying & Geospatial Services | Construction Management | Water Resource Management

COTTONWOOD HIGHLANDS FILING NO. 7
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
FINAL PLAT

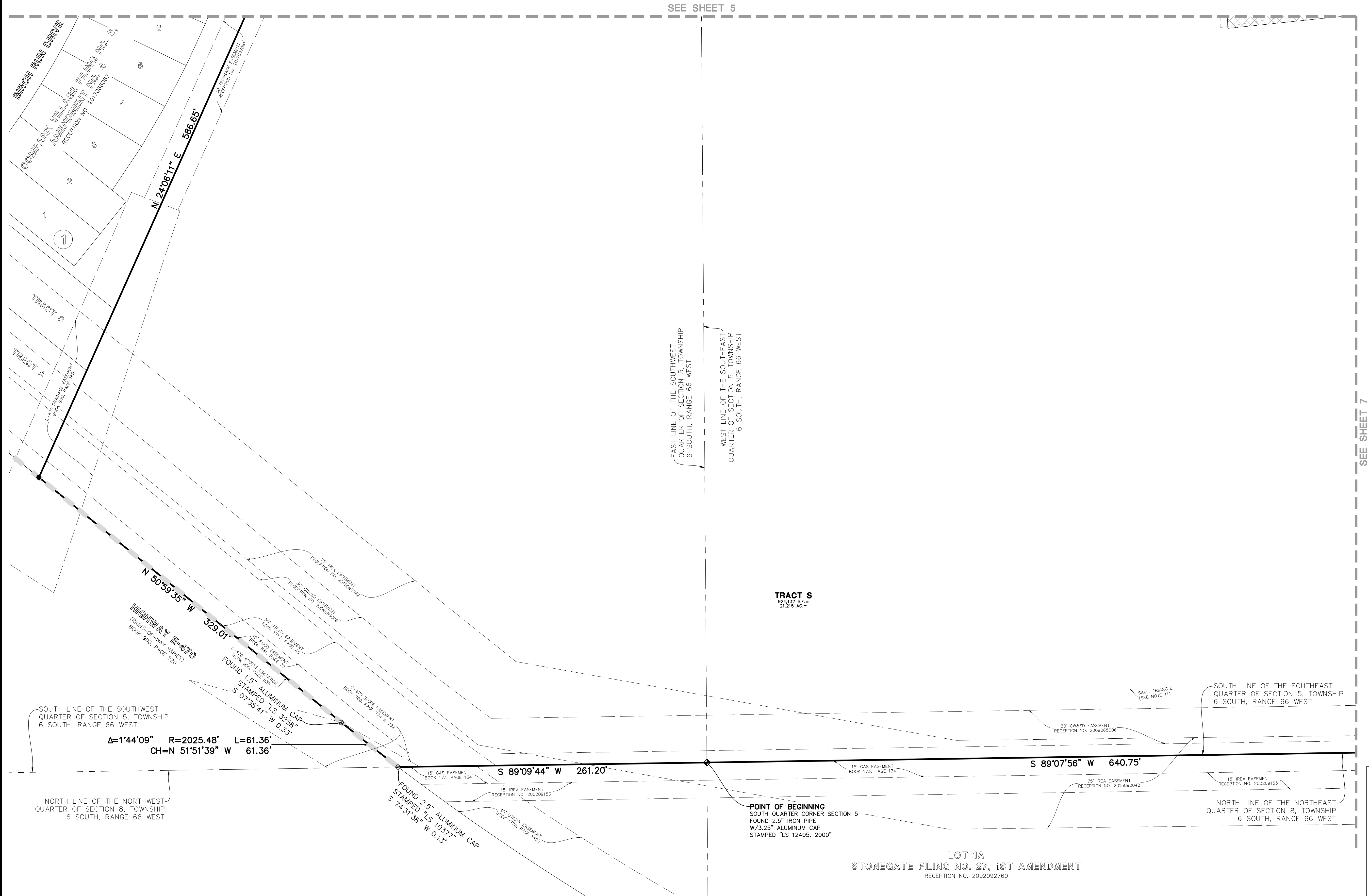
PROJ. MGR.: JMR	SHEET
PROJ. ASSOC.: BJP	3 OF 7
DRAWN BY: TGS	LE.PKC003.03
DATE: 12/02/19	
SCALE: 1" = 200'	

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS – 39.9975 ACRES

LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES



- ## LEGEND
- | | |
|-------------|--|
| | = EX. PROPERTY LINE |
| | = EX. SECTION LINE |
| | = EX. LOT LINE |
| | = EX. EASEMENT LINE |
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FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	DRAWN BY
10/06/2020	AZTEC COMMENTS	B.P
09/11/2020	AZTEC COMMENTS	B.P
07/17/2020	SECOND SUBMITTAL COMMENTS	ALA
05/07/2020	NEW TITLE COMMITMENTS	TGS
03/08/2020	REVISED PER TOWN COMMENTS	TGS
03/06/2020	FIRST SUBMITTAL COMMENTS	TGS

Manhard
CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
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COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

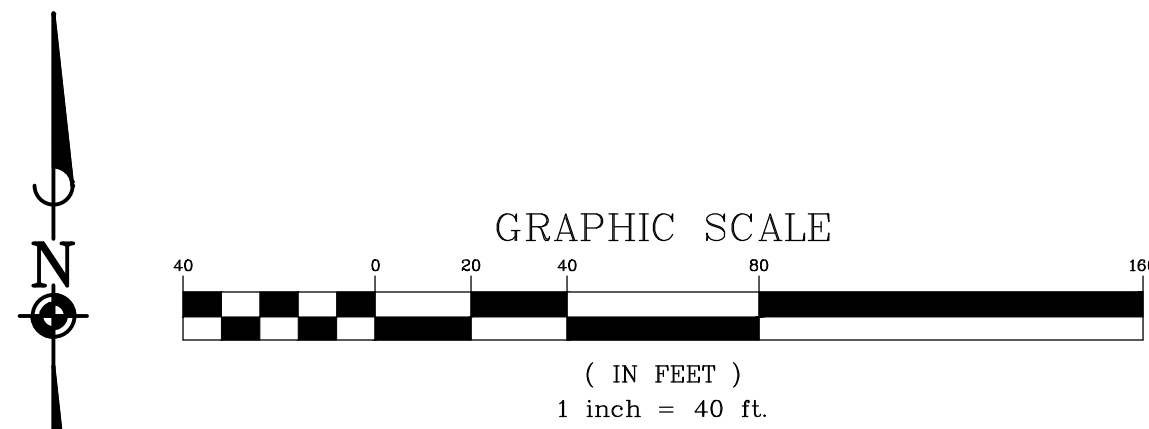
PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'

SHEET

4 OF 7

LE.PKC003.03

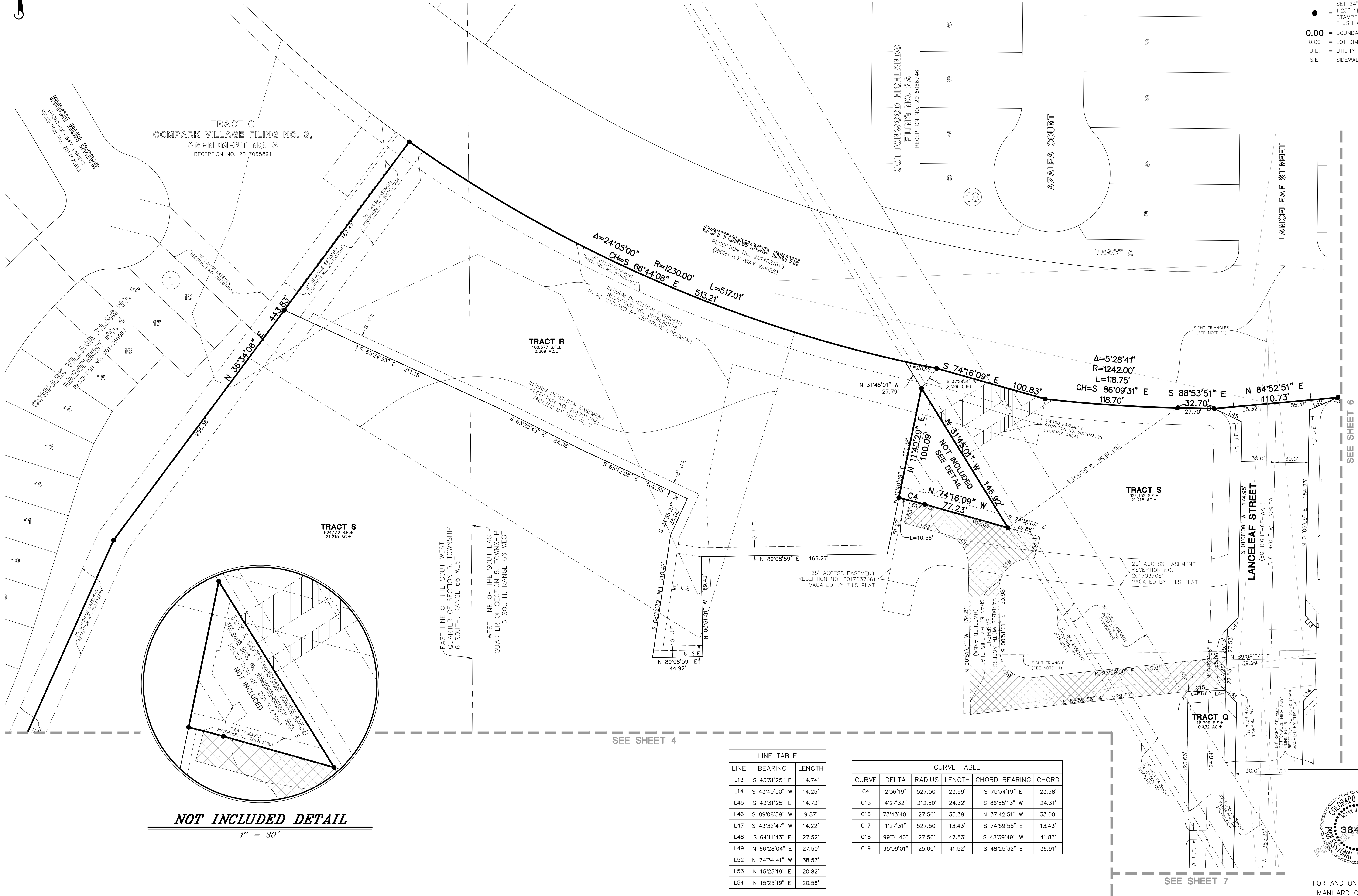
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COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES

- LEGEND**
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. EASEMENT LINE
 - EX. ACCESS LIMITATION LINE
 - PR. LOT LINE
 - SIGHT DISTANCE LINE
 - SECTION CORNER
 - FOUND ALUMINUM CAP AS NOTED
 - FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
 - SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION
 - U.E. = UTILITY EASEMENT
 - S.E. = SIDEWALK EASEMENT



SEE SHEET 4

SEE SHEET 7

LINE TABLE		
LINE	BEARING	LENGTH
L13	S 43°31'25" E	14.74'
L14	S 43°40'50" W	14.25'
L45	S 43°31'25" E	14.73'
L46	S 89°08'59" W	9.87'
L47	S 43°32'47" W	14.22'
L48	S 64°11'43" E	27.52'
L49	N 66°28'04" E	27.50'
L52	N 74°34'41" W	38.57'
L53	N 15°25'19" E	20.82'
L54	N 15°25'19" E	20.56'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C4	2°36'19"	527.50'	23.99'	S 75°34'19" E	23.98'
C15	4°27'32"	312.50'	24.32'	S 86°55'13" W	24.31'
C16	73°43'40"	27.50'	35.39'	N 37°42'51" W	33.00'
C17	1°27'31"	527.50'	13.43'	S 74°59'55" E	13.43'
C18	99°01'40"	27.50'	47.53'	S 48°39'49" W	41.83'
C19	95°09'01"	25.00'	41.52'	S 48°25'32" E	36.91'



FOR AND ON BEHALF OF
MANHARD CONSULTING

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

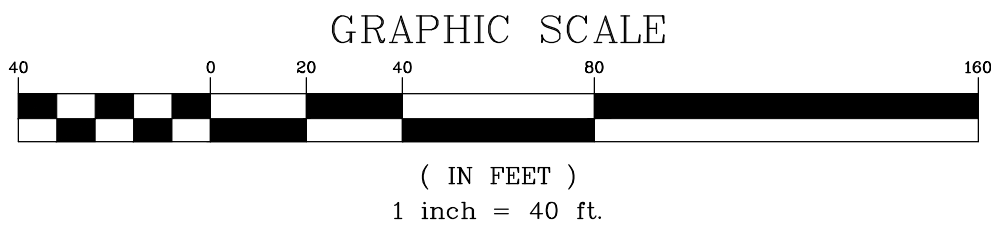
PROJ. MGR.: JMR
PROJ. ASSOC.: B.P.I.
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'
SHEET
5 OF **7**
LE.PKC003.03

REVISIONS		DATE	BY	REVISION
1	10/06/2020	10/04/2020	B.P.I.	ATTEC COMMENTS
2	10/06/2020	09/09/2020	B.P.I.	ATTEC COMMENTS
3	10/06/2020	09/09/2020	B.P.I.	ATTEC COMMENTS
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159	10/06/2020	09/09/2020	B.P.I.	ATTEC COMMENTS
160	10/06/2020	09/09/2020	B.P.I.	ATTEC COMMENTS

REVISIONS		DATE	

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES



- LEGEND
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. EASEMENT LINE
 - EX. ACCESS LIMITATION LINE
 - PR. LOT LINE
 - SIGHT DISTANCE LINE
 - SECTION CORNER
 - FOUND ALUMINUM CAP AS NOTED
 - FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
 - SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION
 - U.E. = UTILITY EASEMENT
 - S.E. = SIDEWALK EASEMENT

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C5	74°51'36"	47.00'	61.41'	N 53°25'13" W	57.13'
C6	9°48'12"	340.00'	58.17'	N 11°05'19" W	58.10'
C11	49°43'41"	40.00'	34.72'	S 64°17'09" W	33.64'
C12	37°56'19"	40.00'	26.49'	S 02°58'44" W	26.00'
C13	29°45'29"	25.00'	12.98'	N 14°01'44" E	12.84'
C14	29°45'29"	45.00'	23.37'	N 14°01'44" E	23.11'
C15	4°27'32"	312.50'	24.32'	S 86°55'13" W	24.31'

LINE	BEARING	LENGTH
L11	N 26°34'47" E	15.00'
L13	S 43°31'25" E	14.74'
L14	S 43°40'50" W	14.25'
L18	S 44°09'19" W	2.83'
L19	S 00°51'01" E	3.00'
L20	S 00°51'01" E	3.00'
L21	S 45°51'01" E	2.83'
L22	S 44°08'59" W	2.83'
L23	S 00°51'01" E	3.00'
L24	S 00°51'01" E	3.00'
L25	S 45°51'01" E	2.83'
L26	S 44°08'59" W	2.83'
L27	S 00°51'01" E	3.00'
L28	S 00°51'01" E	3.00'
L29	S 45°51'40" E	2.83'
L30	N 44°08'59" E	2.83'
L31	N 00°51'01" W	3.00'
L32	N 00°51'01" W	3.00'
L33	N 45°51'01" W	2.83'
L34	N 44°09'38" E	2.83'
L35	N 00°51'01" W	3.00'
L36	N 00°51'01" W	3.00'
L37	N 45°51'01" W	2.83'
L38	S 44°08'59" W	2.83'
L39	S 00°51'01" E	3.00'
L40	S 00°51'01" E	3.00'
L41	S 45°51'01" E	2.83'
L45	S 43°31'25" E	14.73'
L46	S 89°08'59" W	9.87'
L47	S 43°32'47" W	14.22'
L48	S 64°11'43" E	27.52'
L49	N 66°28'04" E	27.50'

DATE	REVISIONS
10/06/2020	ATZC COMMENTS 10/04/2020
09/17/2020	ATZC COMMENTS 09/09/2020
05/22/2020	NEW TITLE COMMITMENT
05/22/2020	NEW TITLE COMMITMENT
03/06/2020	REVISED PER TOWN COMMENTS
03/06/2020	FIRST SUBMITTAL COMMENTS

Manhard
CONSULTING

7600 East Orchard Road, Suite 150, Greenwood Village, CO 80111 ph:303.768.0600 manhard.com
Civil Engineering | Surveying & Geospatial Services | Construction Management
Water Resource Management

COTTONWOOD HIGHLANDS FILING NO. 7

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

FINAL PLAT

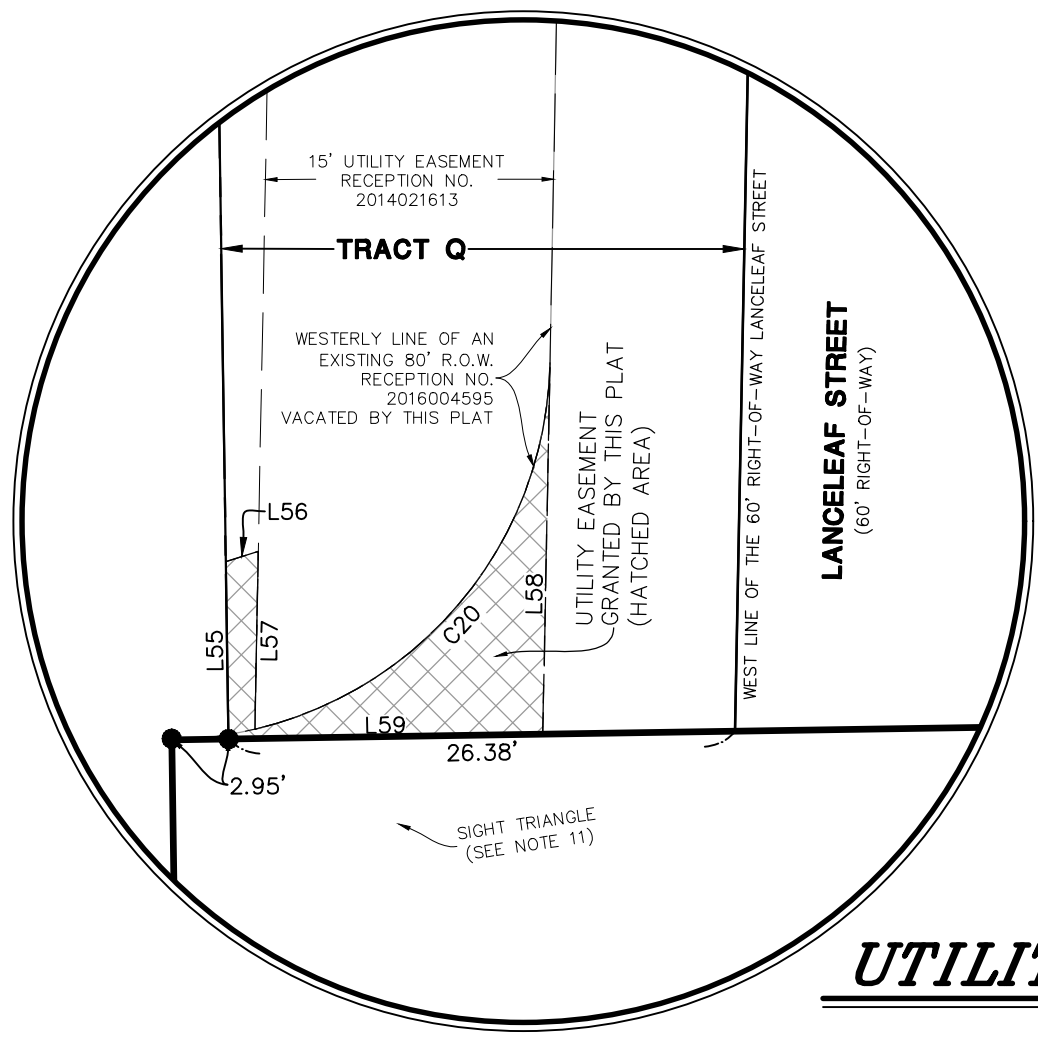
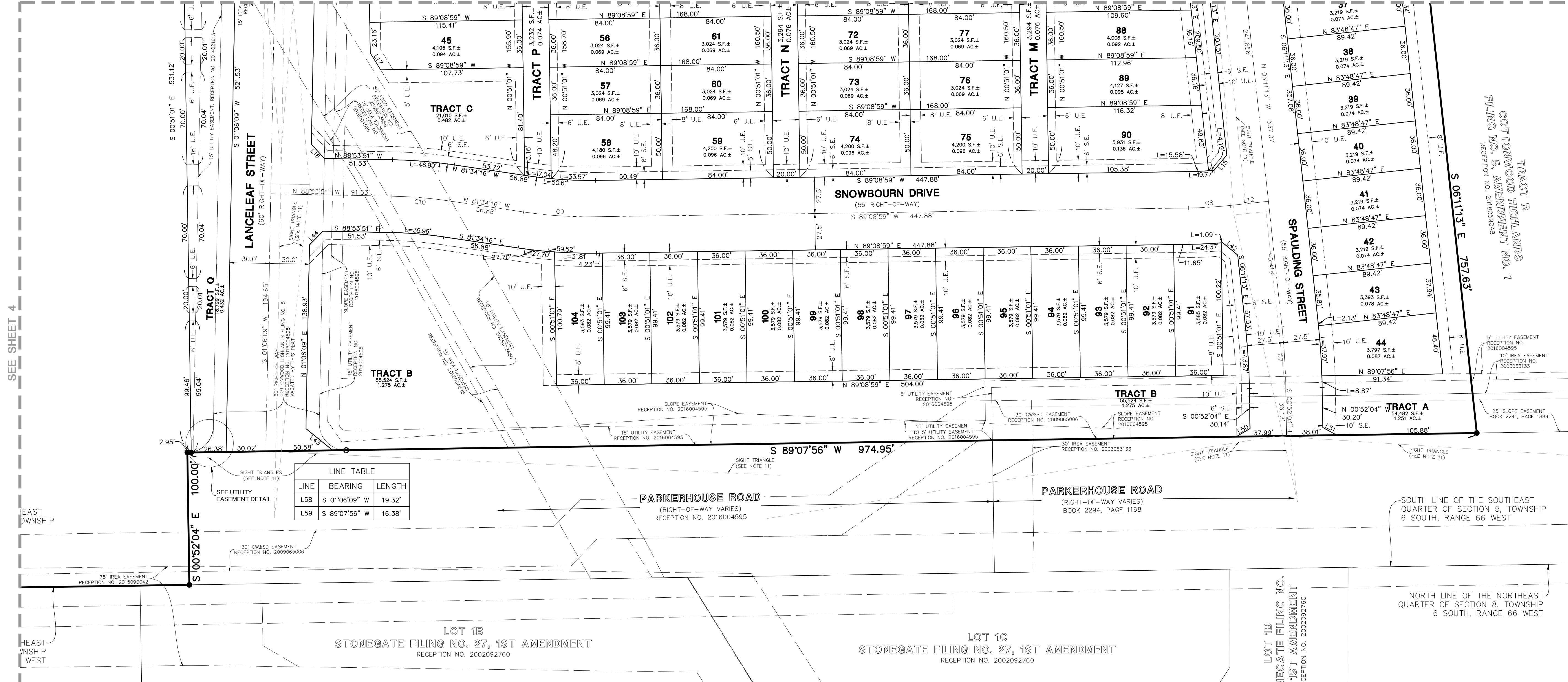


FOR AND ON BEHALF OF
MANHARD CONSULTING

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'
SHEET
6 OF 7
LE.PKC003.03

October 6, 2020 - 13:54 Draw Name: c:\projects\3\man\sur\final\drawn\h\final\subdivision\final no. 7 final plat\04-LEN\PKC003.01-PS.dwg Updated By: BPF/ent

SEE SHEET 4



UTILITY EASEMENT DETAIL
1" = 10'

LINE TABLE		
LINE	BEARING	LENGTH
L27	S 00°51'01" E	3.00'
L28	S 00°51'01" E	3.00'
L29	S 00°51'01" E	3.00'
L30	S 00°51'01" E	3.00'
L31	S 00°51'01" E	3.00'
L32	S 00°51'01" E	3.00'
L33	S 00°51'01" E	3.00'
L34	S 00°51'01" E	3.00'
L35	S 00°51'01" E	3.00'
L36	S 00°51'01" E	3.00'
L37	S 00°51'01" E	3.00'
L38	S 00°51'01" E	3.00'
L39	S 00°51'01" E	3.00'
L40	S 00°51'01" E	3.00'
L41	S 00°51'01" E	3.00'

LINE TABLE		
LINE	BEARING	LENGTH
L42	S 00°51'01" E	3.00'
L43	S 00°51'01" E	3.00'
L44	S 00°51'01" E	3.00'
L45	S 00°51'01" E	3.00'
L46	S 00°51'01" E	3.00'
L47	S 00°51'01" E	3.00'
L48	S 00°51'01" E	3.00'
L49	S 00°51'01" E	3.00'
L50	S 00°51'01" E	3.00'
L51	S 00°51'01" E	3.00'
L52	S 00°51'01" E	3.00'
L53	S 00°51'01" E	3.00'
L54	S 00°51'01" E	3.00'
L55	S 00°51'01" E	3.00'
L56	S 00°51'01" E	3.00'
L57	S 00°51'01" E	3.00'
L58	S 00°51'01" E	3.00'
L59	S 00°51'01" E	3.00'

LINE TABLE		
LINE	BEARING	LENGTH
L60	S 00°51'01" E	3.00'
L61	S 00°51'01" E	3.00'
L62	S 00°51'01" E	3.00'
L63	S 00°51'01" E	3.00'
L64	S 00°51'01" E	3.00'
L65	S 00°51'01" E	3.00'
L66	S 00°51'01" E	3.00'
L67	S 00°51'01" E	3.00'
L68	S 00°51'01" E	3.00'
L69	S 00°51'01" E	3.00'
L70	S 00°51'01" E	3.00'
L71	S 00°51'01" E	3.00'
L72	S 00°51'01" E	3.00'
L73	S 00°51'01" E	3.00'
L74	S 00°51'01" E	3.00'
L75	S 00°51'01" E	3.00'
L76	S 00°51'01" E	3.00'
L77	S 00°51'01" E	3.00'
L78	S 00°51'01" E	3.00'
L79	S 00°51'01" E	3.00'
L80	S 00°51'01" E	3.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C7	51°9'09"	500.00'	46.42'	N 03°31'39" W	46.40'
C8	52°01'22"	340.00'	31.67'	S 86°28'53" W	31.66'
C9	91°6'45"	340.00'	55.06'	N 86°12'39" W	55.00'
C10	71°9'35"	340.00'	43.48'	N 85°14'04" W	43.45'
C20	75°31'21"	20.00'	26.36'	N 38°51'49" E	24.49'



FOR AND ON BEHALF OF
MANHARD CONSULTING

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PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: TGS
DATE: 12/02/19
SCALE: 1" = 40'
SHEET
7 OF 7
LE.PKC003.03

COTTONWOOD HIGHLANDS FILING NO. 7
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
FINAL PLAT

Manhard CONSULTING
7600 East Orchard Road, Suite 600, Greenwood Village, CO 80111, ph: 303.708.0900, manhard.com
Civil Engineering | Surveying & Geospatial Services | Construction Management | Water Resource Management

REVISIONS		DATE	BY	REASON
1		10/06/2020	ATZEC	COMMENTS 10/04/2020
2		10/17/2020	ATZEC	COMMENTS 09/09/2020
3		09/17/2020	ATZEC	COMMENTS 09/09/2020
4		05/22/2020	NEW TITLE COMMITTEE	
5		05/06/2020	REVISOR	REVISOR COMMENTS
6		03/06/2020	FIRST SUBMITTAL	COMMENTS

COTTONWOOD HIGHLANDS FILING NO. 7

A REPLAT OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1
AND TRACT A, COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
AND THAT PORTION OF LANCELEAF STREET BETWEEN SAID TRACTS A,
LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
104 LOTS, 17 TRACTS - 39.9975 ACRES

- LEGEND
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. EASEMENT LINE
 - EX. ACCESS LIMITATION LINE
 - PR. LOT LINE
 - SIGHT DISTANCE LINE
 - SECTION CORNER
 - FOUND ALUMINUM CAP AS NOTED
 - FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445"
 - SET 24" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38445" FLUSH WITH GROUND
 - BOUNDARY DIMENSION
 - LOT DIMENSION
 - UTILITY EASEMENT
 - SIDEWALK EASEMENT

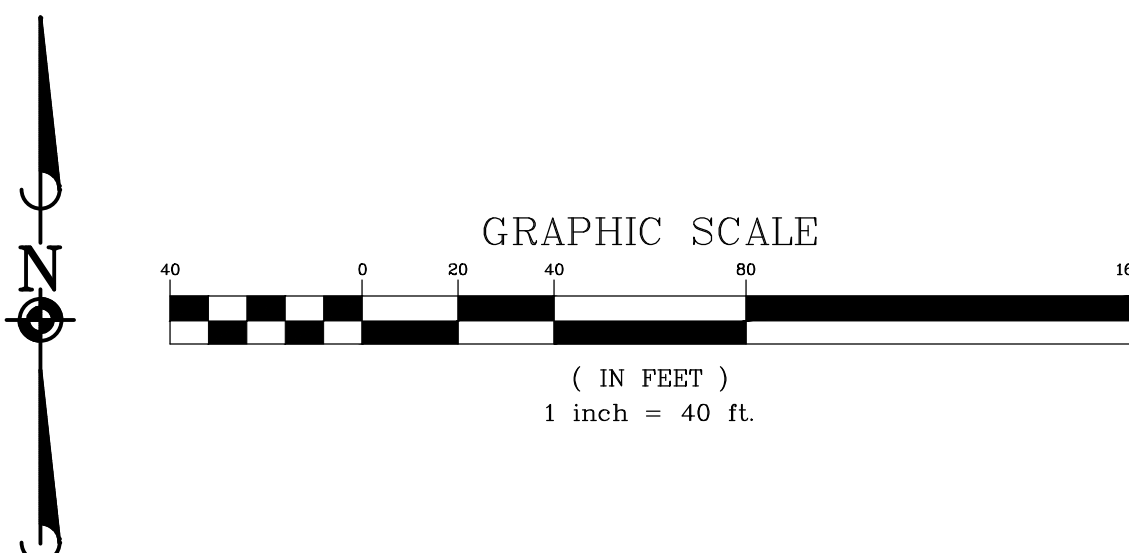


EXHIBIT C**Cottonwood Highlands Filing No. 7**

Engineer's Estimate of Probable Costs for Public Infrastructure

ROADWAY, STORM, & LANDSCAPE IMPROVEMENTS

Date: September 15, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS

1	Manholes	24	Each	\$3,500.00	\$84,000
2	Type-R Inlet - 5'	4	Each	\$5,000.00	\$20,000
3	Type-R Inlet - 10'	6	Each	\$6,500.00	\$39,000
4	Type-R Inlet - 15'	1	Each	\$9,500.00	\$9,500
5	Type-13 Inlet	4	Each	\$3,500.00	\$14,000
6	Type-D Inlet	1	Each	\$3,500.00	\$3,500
7	8" HDPE	267	LF	\$35.00	\$9,345
8	18" RCP	1,052	LF	\$40.00	\$42,080
9	24" RCP	834	LF	\$55.00	\$45,870
10	30" RCP	391	LF	\$65.00	\$25,415
11	36" RCP	725	LF	\$75.00	\$54,375
12	42" RCP	98	LF	\$85.00	\$8,330
13	48" RCP	141	LF	\$100.00	\$14,100
14	Headwalls and Wingwalls	16	CY	\$700.00	\$11,200

STORM SEWER SYSTEM IMPROVEMENTS SUBTOTAL \$380,715**II. STREET IMPROVEMENTS - SUBDIVISION**

1	Roadway Subgrade Preparation (2' Behind Back of Curb)	15,078	SY	\$2.00	\$30,156
2	Roadway Asphalt Pavement (7-inch Full Depth)	11,512	SY	\$24.00	\$276,293
3	Paseo Subgrade Preparation (2' Behind EOP)	4,443	SY	\$2.00	\$8,886
4	Paseo Concrete Pavers (Holland Stone 80mm Herringbone)	3,702	SY	\$25.00	\$92,550
5	Paseo 1" Sand Bed	105	CY	\$10.00	\$1,050
6	Paseo Aggregate Base Course (6" Depth)	620	CY	\$25.00	\$15,500
7	Curb & Gutter (2' Gutter x 4" Mountable Curb)	4,011	LF	\$25.00	\$100,275
8	Curb & Gutter (2' Gutter x 6" Vertical Curb)	2,425	LF	\$25.00	\$60,625
9	Curb & Gutter (Custom at Paseos)	276	LF	\$25.00	\$6,900
10	Sidewalk Subgrade Preparation (1' each side of walk)	5,409	SY	\$1.80	\$9,737
11	6-inch thick x 5-feet Wide Detached Concrete Sidewalk	36,350	SF	\$4.40	\$159,940
12	Handicap Ramps at Intersections	11	Each	\$3,200.00	\$35,200
13	Mid-block Handicap Ramp	4	Each	\$2,280.00	\$9,120
14	Truncated Domes (2' x 4' Panels)	15	Each	\$750.00	\$11,250
15	Concrete Cross Pan	3	Each	\$750.00	\$2,250
16	8' Wide Concrete Trail	24,696	SF	\$8.00	\$197,568
17	Sidewalk Chase	2	Each	\$1,500.00	\$3,000

STREET IMPROVEMENTS SUBTOTAL \$1,020,300**III. STREET IMPROVEMENTS - COTTONWOOD DRIVE**

1	Roadway Subgrade Preparation (2' Behind Back of Curb)	19,025	SY	\$2.00	\$38,050
2	Roadway Asphalt Pavement (10-inch Depth)	15,053	SY	\$35.00	\$526,851
3	Roadway Base Course (12-inch Depth)	5,018	CY	\$25.00	\$125,441
4	Curb & Gutter (2' Gutter x 6" Vertical Curb)	2,350	LF	\$25.00	\$58,750
5	Curb & Gutter (6" Median)	4,028	LF	\$25.00	\$100,700
6	Median concrete	8,230	SF	\$20.00	\$164,600
7	Sidewalk Subgrade Preparation (1' each side of walk)	1,765	SY	\$1.80	\$3,177
8	6-inch thick x 5-feet Wide Detached Concrete Sidewalk	11,310	SF	\$4.40	\$49,764
9	Handicap Ramps at Intersections	5	Each	\$3,200.00	\$16,000
10	Truncated Domes (2' x 4' Panels)	10	Each	\$750.00	\$7,500
11	Concrete Cross Pan	1	Each	\$750.00	\$750
12	Traffic Signal (Pole, Mast Arms, Controller, Wiring, Detection, Pedestrian Push Buttons.)	3	Each	\$83,350.00	\$250,050
13	Town of Parker Accent Light	6	Each	\$2,986.00	\$17,916

STREET IMPROVEMENTS SUBTOTAL \$1,359,549

Cottonwood Highlands Filing No. 7
Engineer's Estimate of Probable Costs for Public Infrastructure

IV. STREET IMPROVEMENTS - PARKERHOUSE DRIVE

1	Roadway Subgrade Preparation (2' Behind Back of Curb)	461	SY	\$2.00	\$922
2	Roadway Asphalt Pavement (7-inch Full Depth)	356	SY	\$24.00	\$8,547
3	Curb & Gutter (2' Gutter x 6" Vertical Curb)	230	LF	\$25.00	\$5,750
4	Sidewalk Subgrade Preparation (1' each side of walk)	160	SY	\$1.80	\$288
5	6-inch thick x 5-feet Wide Detached Concrete Sidewalk	1,000	SF	\$4.40	\$4,400
6	Handicap Ramps at Intersections	1	Each	\$3,200.00	\$3,200
7	Truncated Domes (2' x 4' Panels)	2	Each	\$750.00	\$1,500
8	Concrete Cross Pan	1	Each	\$750.00	\$750

STREET IMPROVEMENTS SUBTOTAL **\$25,357**

V. SIGNAGE AND STRIPING

1	Stop Signs w/Street Name (30"x30" Stop Sign) (8"x36" Street Name Sign)	16	Each	\$500.00	\$8,000
2	Street Light	4	Each	\$1,500.00	\$6,000
3	Striping	1	Each	\$5,000.00	\$5,000

SIGNAGE AND STRIPING SUBTOTAL **\$19,000**

VI. DETENTION POND IMPROVEMENTS

1	Concrete Trickle Channel	535	LF	\$3.00	\$1,605
2	Concrete Forebay	1	Each	\$5,000.00	\$5,000
3	Replace Existing Outlet Structure Restrictor Plate	1	Each	\$1,500.00	\$1,500
4	Pond Grading and Earthwork	1	Each	\$10,000.00	\$10,000
5	Pond Seeding and Stabilization	1	Each	\$5,000.00	\$5,000

DETENTION POND IMPROVEMENTS SUBTOTAL **\$23,105**

PUBLIC IMPROVEMENTS SUBTOTAL **\$2,828,026**

MOBILIZATION:

1	Mobilization @ 5%				\$141,401
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SURVEYING:

1	Surveying @ 3%				\$84,841
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$339,363
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CIVIL CONTINGENCY:

1	Contingency @ 10%				\$282,803
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SUBTOTAL **\$848,408**

ROADWAY, STORM, AND LANDSCAPE IMPROVEMENTS TOTAL **\$3,676,434**

SIA SURETY = 110% of ROADWAY, STORM, AND LANDSCAPE IMPROVEMENTS TOTAL **\$4,044,077**

The opinion of probable construction costs for Cottonwood Highlands Filing No. 7 was based on approximate quantity estimates for site Civil work based on the Final Road and Storm Drainage Construction Plans prepared by Manhard Consulting dated August 14, 2020. Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

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

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

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

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

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

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

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

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

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature **Must** Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

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

Date: _____

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

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

By: _____
_____, Mayor
Town of Parker



Cottonwood Highlands Filing 7
Final Plat Landscape Plan
Streetscape Cost Estimate

June 29, 2020

ITEM	QTY	UNIT	UNIT PRICE	TOTAL	NOTES
LANDSCAPE & IRRIGATION					
Site Preparation					
Site Prep./Grading	75,929	SF	\$0.35	\$26,575.15	
Erosion Control	75,929	SF	\$0.45	\$34,168.05	
Landscape					
Deciduous Trees	142	EA	\$660.00	\$93,720.00	2" caliper
Turf Sod	75,929	SF	\$0.50	\$37,964.50	
Irrigation					
Turf Spray Irrigation	75,929	SF	\$1.50	\$113,893.50	
LANDSCAPE & IRRIGATION SUBTOTAL				\$306,321.20	
Streetscape Subtotal				\$306,321.20	
15% Contingency			15% of total	\$45,948.18	
Final Streetscape Total				\$352,269.38	
Subdivision Improvement Agreement Total			110% of total	\$387,496.32	

EXHIBIT F



Cottonwood Highlands Filing 7
Final Plat Landscape Plan
Parks, Open Space & Tracts Cost Estimate

June 29, 2020

ITEM	QTY	UNIT	UNIT PRICE	TOTAL	NOTES
LANDSCAPE & IRRIGATION					
Site Preparation					
Site Prep./Grading	1,110,091	SF	\$0.35	\$388,531.85	
Erosion Control	1,110,091	SF	\$0.45	\$499,540.95	
Landscape					
Deciduous Trees	36	EA	\$660.00	\$23,760.00	2" caliper
Evergreen Trees	41	EA	\$700.00	\$28,700.00	6-8' height
Ornamental Trees	42	EA	\$500.00	\$21,000.00	2" caliper
Deciduous & Evergreen Shrubs	856	EA	\$45.00	\$38,520.00	#5 container
Ornamental Grasses & Perennials	1,850	EA	\$20.00	\$37,000.00	#1 container
Cedar Mulch	18,803	SF	\$1.50	\$28,204.50	
Rock Mulch	27,385	SF	\$2.00	\$54,770.00	
Turf Sod	23,591	SF	\$0.50	\$11,795.50	
Native Seed	1,063,903	SF	\$0.50	\$531,951.50	
Steel Edger	2,708	LF	\$4.00	\$10,832.00	
Estimated Maintenance - 1 Year	1	EA	\$15,000.00	\$15,000.00	
Irrigation					
Spray Irrigation	130,409	SF	\$1.50	\$195,613.50	
Temp. Native Area Irrigation	933,494	SF	\$0.75	\$700,120.50	
Drip Irrigation	46,188	SF	\$1.00	\$46,188.00	
LANDSCAPE & IRRIGATION SUBTOTAL				\$2,631,528.30	
HARDSCAPE & SITE AMENITIES					
Hardscape					
Concrete Walks & Trails	20,906	SF	\$5.00	\$104,530.00	
Decomposed Granite	25	CY	\$140.00	\$3,500.00	4" thick
Fencing					
5' Privacy Fencing	7,637	LF	\$31.00	\$236,747.00	Includes installation
2-rail Fencing	146	LF	\$27.00	\$3,933.90	Includes installation
5' Modified Privacy Fencing	601	LF	\$46.00	\$27,646.00	Includes installation
Site Amenities					
Custom Trellis	1	EA	\$15,000.00	\$15,000.00	
Benches	4	EA	\$990.00	\$3,960.00	
Trash Receptacles	1	EA	\$965.00	\$965.00	
Dog Waste Station	2	EA	\$150.00	\$300.00	
Monument Sign	1	EA	\$22,500.00	\$22,500.00	
Playground Equipment & Elements					
Staggered Stumps	1	EA	\$8,127.00	\$8,127.00	Includes freight & installation
10" DIA. Log Stepping Form	4	EA	\$3,896.00	\$15,584.00	Includes freight & installation
18" DIA. Log Stepping Form	1	EA	\$4,146.00	\$4,146.00	Includes freight & installation
Timber!	1	EA	\$24,821.00	\$24,821.00	Play structure, includes freight & installation
Pylo Stump	2	EA	\$9,360.00	\$18,720.00	Includes freight & installation
Mama Bear	1	EA	\$9,192.00	\$9,192.00	Play sculpture, includes freight & installation
Boy Cub	1	EA	\$6,503.00	\$6,503.00	Play sculpture, includes freight & installation
Girl Cub	1	EA	\$6,518.00	\$6,518.00	Play sculpture, includes freight & installation
Boulder Scramble & Binding	14	TON	\$500.00	\$7,000.00	
Playground & Fitness Node Mulch	140	CY	\$43.75	\$6,125.00	12" depth engineered wood fiber
Mulch Drainage	35	CY	\$74.80	\$2,618.00	3" depth gravel
Mulch Geotextile Fabric	1	EA	\$4,814.00	\$4,814.00	Includes installation
Playground Ramp	3	EA	\$1,200.00	\$3,600.00	
Concrete Edging	1,617	LF	\$6.00	\$9,704.40	
HARDSCAPE & SITE AMENITIES SUBTOTAL				\$546,554.30	
Parks, Open Space & Tracts Subtotal				\$3,178,082.60	
15% Contingency			15% of total	\$476,712.39	
Parks, Open Space & Tracts Total				\$3,654,794.99	
Subdivision Improvement Agreement Total			110% of total	\$4,020,274.49	

EXHIBIT G

2020-09-29_Cottonwood Highlands_Final Plat_OPC.xls
9/29/2020



Cottonwood Highlands Filing 7
Final Plat Landscape Plan
Cottonwood Drive Median Improvements Cost Estimate

September 29, 2020

ITEM	QTY	UNIT	UNIT PRICE	TOTAL	NOTES
LANDSCAPE & IRRIGATION					
Landscape					
Deciduous Trees	7	EA	\$660.00	\$4,620.00	2" caliper
Ornamental Trees	3	EA	\$500.00	\$1,500.00	2" caliper
Deciduous & Evergreen Shrubs	95	EA	\$45.00	\$4,275.00	#5 container
Ornamental Grasses & Perennials	544	EA	\$20.00	\$10,880.00	#1 container
Rock Mulch	7,033	SF	\$2.00	\$14,066.00	
Irrigation					
Drip Irrigation	7,033	SF	\$1.00	\$7,033.00	
LANDSCAPE & IRRIGATION SUBTOTAL				\$42,374.00	
Parks, Open Space & Tracts Subtotal				\$42,374.00	
15% Contingency		15% of total		\$6,356.10	
Parks, Open Space & Tracts Total				\$48,730.10	
Subdivision Improvement Agreement Total			110% of total	\$53,603.11	



Request for Town Council Action

Date: November 16, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.549 - Second Reading**
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, Concerning the Property Known As the Lot 1B, Mainstreet Center 1st Amendment Property (The Schoolhouse Gym Property)
Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Town council to consider a purchase and sale agreement for real property owned by the Town, which is commonly referred to as the Schoolhouse Gym Property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Attached is the purchase and sale agreement (the "Agreement") signed by Samurai's Red Sushi & Sake Bar LLC (the "Buyer") to purchase the Schoolhouse Gym Property (the "Property").

The material terms of the Agreement are summarized as follows:

1. Purchase price: \$275,000.
2. Reimbursement: In addition to the purchase price, the Buyer will pay the Town \$81,185.25 for waterline improvements.
3. Use of the Property/deed restrictions: The Agreement provides that the Property will be used solely for the uses specified in the development agreement to be prepared with the site plan for the Property. In the event this restriction is violated, the Town has the right to repurchase the Property for fair market value.
4. Maintenance covenant: The Buyer is required to maintain and repair "all landscaping and improvements on the Property in good and safe condition . . . in a manner and custom in keeping with . . . similar improvements in the Historic Center of the Greater Downtown Zoning District."

5. Closing: The closing is to occur at least twenty (20) days after Town Council approval of the site plan and development agreement, but in no event later than 365 days from the effective date of the Agreement.

FINANCIAL IMPACT

The Town will be paid \$356,185.25 at closing.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.549

RECOMMENDED MOTION

I move to approve Ordinance No. 1.549 on second reading.

ORDINANCE NO. 1.549, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF PARKER AND SAMURAI'S RED SUSHI & SAKE BAR LLC, CONCERNING THE PROPERTY KNOWN AS THE LOT 1B, MAINSTREET CENTER 1ST AMENDMENT, PROPERTY (THE SCHOOLHOUSE GYM PROPERTY)

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 Purchase and Sale Agreement between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, which Agreement 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

PURCHASE AND SALE AGREEMENT

Between

**Town of Parker
as Seller,**

and

**Samurai's Red Sushi & Sake Bar LLC
as Buyer**

TABLE OF CONTENTS

	Page
1. Effective Date.	1
2. Purchase and Sale.	1
3. Purchase Price	2
3.1 Deposit	2
3.2 Cash at Closing	2
4. Buyer's Investigations.	2
4.1 Seller Deliverables	2
4.2 Inspection Period.	4
4.3 Buyer's Right of Entry	4
4.4 Insurance/Indemnity	5
5. Title.....	5
5.1 Conveyance.....	5
5.2 Issuance of Title Policy.....	5
5.3 Post-Closing Covenant and Repurchase	6
6. Entitlements	6
6.1 Concept Plan	6
6.2 Site Plan	6
6.3 Development Agreement	6
6.4 Schedule/Town Council Consideration.	8
6.5 Payment of Outstanding Obligations.	8
7. Property Condition.....	8
8. Covenants.....	9
8.1 Seller's Covenants	9
9. Closing Conditions.	9
9.1 Conditions to Seller's Obligation to Close	9
9.2 Conditions to Buyer's Obligation to Close.....	10
10. Closing	11
10.1 Closing Date.....	11
10.2 Closing Documents.....	11
10.3 Further Documents.....	12
11. Adjustments and Prorations	12

12.	Escrow; Commissions.....	12
12.1	Instructions.....	12
12.2	Escrow.....	13
12.3	Close of Escrow	13
12.4	Real Estate Reporting Person.....	14
12.5	Sales Commissions	14
13.	Representations and Warranties.....	14
13.1	Seller Representations and Warranties.	14
13.2	Buyer Representations and Warranties.....	15
14.	Remedies.....	17
14.1	Buyer’s Remedies	17
14.2	Seller’s Remedies.....	17
15.	General Provisions	17
15.1	Time and Dates	17
15.2	Entire Agreement	18
15.3	Governing Law	18
15.4	Notices	18
15.5	Headings	19
15.6	Counterparts.....	19
15.7	Assignment	19
15.8	Successors and Assigns.....	19
15.9	Interpretation.....	19
15.10	Recordation Prohibited	19
15.11	Waiver of Jury Trial.....	19
15.12	Cancellation Fees.....	20
15.13	Relationship of Parties	20
15.14	Further Acts	20
15.15	Neutral Interpretation.....	20
15.16	Patriot Act	20
15.17	Consideration	20
15.18	Waiver20	
15.19	Rule Against Perpetuities.....	21

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between the Town of Parker, a Colorado municipal corporation (“**Seller**” and “**Town**”), and Samurai’s Red Sushi & Sake Bar LLC., a Colorado limited liability company (“**Buyer**”), and shall become effective as of the Effective Date provided in Section 1 below.

RECITALS

This Agreement is made with respect to the following facts:

A. Seller is the fee owner of the following land:

Lot 1B, Mainstreet Center 1st Amendment, according to the plat as Recorded May 23, 2016 at Reception No. 2016032233, County of Douglas, State of Colorado

and commonly known as 19640 E. Mainstreet, Parker CO 80138 (the “**Property**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, on the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town for approval. If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council’s ordinance have been defeated or the time for bringing any such action has expired, then this Agreement will be executed by Seller. This Agreement shall become effective only if it is executed by Seller and then as of the date that is ten days after official publication of the ordinance approving this Agreement (the “**Effective Date**”). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before February 1, 2021, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances now owned or hereafter acquired by Seller with respect to the Property, including all minerals and mineral rights, but excepting all water rights and water interests of every nature, and subject to the Permitted Exceptions as provided herein. If Seller is entitled to any credits from a dedication of the water and water rights associated with the Property to Parker Water and Sanitation District (“**PWSD**”),

such credits shall remain with Seller and shall not be included in the definition of Property and shall not be transferred to Buyer at Closing.

3. Purchase Price. The “**Purchase Price**” for the Property to be paid by Buyer to Seller shall be Two Hundred Seventy Five Thousand Dollars (\$275,000). The Purchase Price shall be payable as follows:

3.1 Deposit. Within five (5) days after the Effective Date, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Ph. 303-692-6784 and 303-692-6787); emails sboyka@fnf.com and cnay@fnf.com) (“**Title Company**”), an earnest money deposit in the amount of Five Thousand Dollars (\$5,000) (the “**Deposit**”). If Buyer fails to fund the Deposit within the permitted time frame above, then Seller may terminate this Agreement by delivering notice of termination to Buyer, without any requirement for Seller to provide a notice of default and right of cure under Section 14.2. Upon expiration of the Inspection Period without this Agreement being terminated, the Deposit shall be nonrefundable to Buyer except as otherwise specifically provided in this Agreement.

3.2 Cash at Closing. At the consummation of the transaction contemplated by this Agreement (the “**Closing**”), the Purchase Price, less credits for the Deposit, and subject to the payments, adjustments and prorations provided for herein, will be paid by Buyer to Seller in immediately available funds, by the timely wiring of funds to the Title Company for disbursement to Seller on the Closing Date (as defined in Section 10.1 hereof).

4. Buyer’s Investigations.

4.1 Seller Deliverables. Seller will deliver or cause to be delivered to Buyer the following:

4.1.1 Title Insurance Commitment. Within ten (10) business days after the Effective Date, Seller shall instruct the Title Company to deliver to Buyer an ALTA Commitment for Title Insurance (08-01-2016 with technical corrections 04-02-18) for the Property (the “**Commitment**”), together with legible copies of all recorded encumbrances and exceptions to title listed in the Commitment, which may be delivered in electronic format or by electronic link.

4.1.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitment deemed unacceptable to Buyer in Buyer’s sole discretion (“**Title Objections**”), and (ii) any new or additional matters set forth in any updated Commitment that are unacceptable to Buyer in Buyer’s sole discretion (“**Updated Title Objections**”), provided that Buyer delivers written notice of any Title Objections on or before the date that is ten (10) business days after delivery to Buyer of the Commitment, and, if applicable, Buyer delivers written notice of any Updated Title Objections on or before the date that is ten (10) business days after delivery to Buyer of any updated Commitment containing new exception matters; otherwise any such objections shall be deemed to be waived. If Buyer

delivers in a timely manner written notice of any Title Objections and/or Updated Title Objections (collectively, “**Objections**”), then Seller shall within ten (10) business days following receipt of any Objections from Buyer notify Buyer in writing (“**Seller’s Response**”) whether Seller elects, to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not to cure any such Objections. If Seller fails to deliver Seller’s Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer’s Objections. If Seller’s Response states that Seller elects not to cure any of Buyer’s Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then unless Buyer and Seller agree in writing upon an alternative resolution prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior to Closing with respect to Updated Title Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive the Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Objections, and without a reduction of the Purchase Price. If Buyer fails to deliver written notice of such election prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior Closing with respect to Updated Title Objections, then Buyer shall be deemed to have elected to waive the Objections and proceed to purchase the Property pursuant to clause (y) above.

4.1.3 Survey and Survey Defects. During the Inspection Period, Buyer, at Buyer’s sole cost and expense, may obtain an ALTA/NSPS Land Title Survey for the Property prepared in accordance with Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016) (the “**Survey**”). If Buyer obtains a Survey, then in addition to Buyer it shall be certified and provided to Seller and the Title Company. During the Inspection Period, but not thereafter, Buyer shall have the right to object to any matters set forth in the Survey deemed unacceptable to Buyer in Buyer’s sole discretion (“**Survey Objections**”). Survey Objections shall be administered in the same manner as provided above for Title Objections, with the deadline for delivering Survey Objections measured from the date Buyer obtains the Survey.

4.1.4 Permitted Exceptions. The (1) exceptions to title contained in the Commitment and, if applicable the Survey, as of the expiration of the Inspection Period (including any endorsements or supplements to the Commitment issued prior to such expiration), and including any items to which Buyer objected but which Seller did not commit to address, (2) any matter that would be reflected upon an accurate survey of the Property, except for matters expressly granted in writing by Seller and objected to by Buyer after the expiration of the Inspection Period and prior to the Closing Date, (3) new exceptions to title contained in any updated Commitment as of ten (10) business days after delivery of the updated Commitment to Seller (including any endorsements or supplements to the updated Commitment issued prior to such date), and including any items to which Buyer objected but which Seller did not commit to address (5) the Site Plan (as defined in Section 6.2

below), (6) the Development Agreement (as defined in Section 6.3 below), (7) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, and (8) monetary liens, encumbrances, or mechanics' liens or claims therefore, resulting from the actions of Buyer or Buyer's agents or contractors, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) monetary liens or encumbrances resulting from the actions of Seller, or (ii) mechanics' liens or claims therefore resulting from the actions of Seller or Seller's agents or contractors.

4.1.5 Copies. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control that are described in Exhibit A attached hereto. Except as otherwise stated herein, Seller makes no representations or warranties as to the completeness or accuracy of such documents, other than representations that (a) Seller has delivered to Buyer all of such documents in its possession or control concerning the Property which are required in accordance with this Section 4.1.5, and (b) Seller has no actual knowledge that any of such documents are false or misleading in any material respect. Seller agrees to furnish immediately to Buyer any documents described in Exhibit A that come into Seller's possession or are completed by Seller after the initial production date specified above, and to continue to provide the same during the pendency of this Agreement.

4.2 Inspection Period. Buyer, at Buyer's expense, may review the Commitment, if applicable the Survey, and the documents described in Exhibit A, and cause such other tests, studies, and investigations to be made as Buyer, in its sole discretion, determines are reasonable or necessary in order to evaluate the suitability of the Property for Buyer's intended uses. Buyer shall have a period commencing on the Effective Date and expiring at 5:00 p.m. Mountain Time on the date that is the sixtieth (60th) day after the Effective Date (the "**Inspection Period**"), in which to determine, in Buyer's sole discretion, whether the Property is acceptable to Buyer. At any time prior to expiration of the Inspection Period, Buyer may deliver notice to Seller terminating this Agreement (the "**Inspection Termination Notice**"). If Buyer delivers the Inspection Termination Notice to Seller on or before the expiration of the Inspection Period, then Buyer shall be deemed to have not accepted the Permitted Exceptions existing as of the expiration of the Inspection Period and the physical condition of the Property, this Agreement shall terminate, the Deposit shall be returned to Buyer, and both parties will be relieved of any further obligations hereunder except for those obligations that expressly survive any termination hereof. If Buyer does not deliver the Inspection Termination Notice to Seller before the expiration of the Inspection Period, then Buyer's right of termination under this Section 4.2 shall be deemed waived, this Agreement will remain in full force and effect in accordance with its terms, and the Deposit shall thereafter be non-refundable to Buyer for any reason other than as expressly stated herein.

4.3 Buyer's Right of Entry. Buyer's right of inspection shall include, without limitation, the right to enter the Property from and after the Effective Date during normal business hours for any purpose and the right to have made, at Buyer's expense, any

and all studies or inspections of the Property as Buyer may deem necessary or appropriate. Seller agrees, subject to the requirements of this Section 4.3 and Section 4.4 below, to allow Buyer reasonable access and license to enter onto the Property; however, Buyer shall not perform any intrusive testing (other than standard geotechnical studies) without the prior written consent of Seller, which shall not be unreasonably withheld, or conditioned. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Buyer understands and agrees that any inspections of the Property shall be conducted upon at least 24 hours' prior telephonic or email notice to Seller (via Weldy Feazell, Development Manager, ph. 303-805-3168, email wfeazell@parkeronline.org). Seller agrees to cooperate reasonably with any such investigations, inspections, or studies made by or at Buyer's direction, so long as such cooperation is at no expense to Seller.

4.4 Insurance/Indemnity. Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of \$2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or any of its agents, employees, or contractors in connection with such inspections and tests. Buyer agrees to keep the Property free from all liens resulting from Buyer's investigations pursuant to this Article 4 or any other activities of Buyer pertaining to the Property and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, employees, consultants or contractors in exercising its rights under Section 4.3; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property. This indemnity shall survive the Closing or any termination of this Agreement.

5. Title.

5.1 Conveyance. Seller shall convey the Property to Buyer at Closing by bargain and sale deed substantially in the form attached hereto as Exhibit B (the "**Deed**") , subject only to the Permitted Exceptions attached as Exhibit B-1 and to the Post-Closing Covenant described in Section 5.3.

5.2 Issuance of Title Policy. At Closing, Title Company will issue, or unconditionally commit to issue, to Buyer an ALTA Owner's Policy (6-17-06) of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). Seller shall pay the premium for the Title Policy, with standard survey exception deleted if applicable.

Seller shall be responsible for recording the Deed and the Development Agreement upon Closing. Buyer will be responsible for providing the Survey to the Title Company to obtain the deletion of the standard survey exception in the Title Policy, and if Buyer does not deliver the Survey to the Title Company, then the standard survey exception shall not be deleted. Buyer shall be responsible for obtaining and paying for any endorsements to the Title Policy other than for deletion of the standard survey exception or any endorsement that Seller has agreed to provide to cure an Objection, for any lender's title policy and any endorsements thereto, and for satisfying any requirements the Title Company may impose specifically with respect to Buyer, such as, for example, requirements with respect to Buyer's organizational status or authority to complete the transaction.

5.3 Post-Closing Covenant and Repurchase Option. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to deed restrictions and post-closing covenants, including a repurchase right in favor of Seller, on the terms and conditions set forth in the Deed Restrictions and Covenants attached hereto as Exhibit B-2 and incorporated herein by this reference.

6. **Entitlements.** Buyer and Seller shall pursue the following as provided:

6.1 Concept Plan. Within sixty (60) days of the Effective Date, Buyer shall deliver to Seller a concept plan for the development of the Property (the "**Concept Plan**"). The Concept Plan shall be prepared at a planning and design completion level of at least ten percent (10%). The Concept Plan shall include proposed uses, parking, site layout, densities, external access, internal circulation, and proposed open space. Seller's review and comment upon the Concept Plan shall neither constitute nor be considered as any form of Town Council approval of the Concept Plan. The Concept Plan shall be a preliminary document for guidance of the parties in the preparation of the Site Plan and the Development Agreement as provided below.

6.2 Site Plan. Within one hundred twenty (120) days after the Effective Date Buyer shall submit to Seller, for Seller's review and approval, subject to Town Council's final approval, an application for the Site Plan for the development of the Property.

6.3 Development Agreement. Within thirty (30) days after Buyer's submission of the application to the Town for the Site Plan for the development of the Property, Seller shall submit to Buyer, for Buyer's review and approval, subject to Town Council's final approval, a Development Agreement for the Property (the "**Development Agreement**") that addresses and encompasses such matters as Seller shall require, including without limitation the following:

6.3.1 The proposed development of the Property must implement the vision and plans of the Town of Parker:

- 2035 Master Plan
- Greater Downtown Historic Center Zoning

- Mainstreet Master Plan
- Downtown Safety Circulation Improvement Study
- Cultural Department Strategic Plan

6.3.2 The proposed development of the Property must advance the Parker Central Urban Renewal Area Plan:

- Removal of blight conditions
- Consideration of diverse land uses
- Development that considers the preservation of community character
- Development that provides investment into public realm improvements

6.3.3 Physical constraints/property profile must be considered:

- Front setback must preserve views of the adjacent historic Schoolhouse from Mainstreet and must not be less than the front setback of the historic Schoolhouse structure from Mainstreet
- On-site parking for the Property must be sufficient to accommodate Buyer's use of the Property, to be determined as part of the Site Plan
- A sidewalk is to be constructed by Buyer running from Mainstreet between the historic Schoolhouse building and the improvements to be constructed on the Property and connecting to the public parking lot behind the historic Schoolhouse building and the Property, to be determined as part of the Site Plan

6.3.4 The term of the Development Agreement shall be specified in the Development Agreement. The Development Agreement shall not displace, limit or supersede any ordinances, regulations or procedures required by the Town for the purchase and site planning of the Property. In the event of any conflict between the provisions of the Development Agreement and the ordinances, regulations or procedures of the Town specifically related to the purchase and site planning of the Property, the ordinances, regulations and procedures of the Town shall control. The Development Agreement shall be contractual and shall also constitute a private imposition and grant to the Town by Buyer of covenants, conditions, restrictions and equitable servitudes governing the development and use of the Property that

shall run with the land and shall be binding upon Buyer and all grantees, successors and assigns of Buyer who take title to any portion of the Property. The Deed shall state that it is subject to the Development Agreement, and the Development Agreement shall be recorded upon Closing, immediately after the Deed. The approval of both Buyer and Seller to the terms of the Development Agreement submittal shall be a condition to the consideration of the Site Plan by the Town Council, for the benefit of both Buyer and Seller.

If, within thirty(30) days after Seller's delivery to Buyer of a draft Development Agreement, the parties are unable to agree upon a form of Development Agreement submittal for consideration by Town Council, then either party may terminate this Agreement by written notice to the other party, in which case this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.4 Schedule/Town Council Consideration. On or prior to the expiration of the Inspection Period, the Parties shall establish a non-binding milestone schedule (the "**Schedule**") for processing the Site Plan and the Development Agreement, subject to the Parker Land Development Ordinance. The Site Plan and the Development Agreement shall be considered contemporaneously by the Town Council at a public hearing in accordance with the applicable Town ordinances, regulations and procedures. If the Town Council disapproves any of the above, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.5 Payment of Outstanding Obligations. At Closing Buyer shall pay the Town the sums due for prior water and sewer line installation in the total amount of Eighty One Thousand One Hundred Eighty Five Dollars and Twenty Five Cents (\$81,185.25) ("**Water and Sewer Fees**").

7. **Property Condition.** The Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "**Environmental Laws**"). Seller shall have no liability or obligation for, and Buyer expressly and specifically waives any such liability

or obligation of Seller and releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer acknowledges that Seller may have conveyed to PWSD, or may convey to PWSD prior to Closing, all water rights with respect to the Property, including without limitation all not nontributary ground water rights, and Seller shall retain all credits or other compensation received from the PWSD as a result of such conveyances. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth expressly in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

8. Covenants.

8.1 Seller's Covenants. During the term of this Agreement, except as contemplated herein, Seller shall not encumber, grant easements or other rights of use, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion.

9. Closing Conditions.

9.1 Conditions to Seller's Obligation to Close. Seller's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following conditions (each a "**Condition**"), any of which may be waived in writing by Seller:

9.1.1 Buyer shall have performed all material obligations to be performed by Buyer under this Agreement;

9.1.2 Buyer and Seller shall have agreed to the Site Plan and the Development Agreement and shall have obtained the approval of the Site Plan and the Development Agreement by the Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Seller prior to the Outside Closing Date, and provided that, at Seller's option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and the Town Administrator on behalf of Seller and recorded as required upon Closing;

9.1.3 There shall not be pending as of the Closing Date any resident initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement.

9.1.4 The Town has approved issuance of a building permit or permits that will enable the Buyer to construct a project on the Property that conforms to the Site Plan and the Development Agreement (the “**Building Permit**”), with issuance to be contingent upon Closing.

9.1.5 If Condition 9.1.1 to Seller’s obligation to Close is not fulfilled as of the Closing Date, then the provisions of Section 14.2 hereof shall apply. If Conditions 9.1.2 through 9.1.4 to Seller’s obligation to Close are not fulfilled as of the Closing Date, then Seller may terminate this Agreement by written notice to Buyer, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

9.2 Conditions to Buyer’s Obligation to Close.

9.2.1 Seller shall have performed all material obligations to be performed by Seller under this Agreement;

9.2.2 Buyer and Seller shall have agreed to the Site Plan and the Development Agreement and shall have obtained the approval of the Site Plan and the Development Agreement by the Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Seller prior to the Outside Closing Date, and provided that, at Seller’s option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and the Town Administrator on behalf of Seller and recorded as required upon Closing;

9.2.3 There shall not be pending as of the Closing Date any resident initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement.

9.2.4 The Town has approved the Building Permit, with issuance contingent upon Closing.

9.2.5 If Condition 9.2.1 to Buyer’s obligation to Close is not fulfilled as of the Closing Date, then the provisions of Section 14.1 hereof shall apply. If Conditions 9.2.2 through 9.2.4 to Buyer’s obligation to Close are not fulfilled as of the Closing Date, then Buyer may terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer, all documents and any

remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

10. Closing. Buyer and Seller agree that the Closing will be consummated as follows:

10.1 Closing Date. The Closing shall occur on the earlier of (i) the first business day that is at least twenty (20) days after Buyer and Seller have obtained Town Council approval of the Site Plan and the Development Agreement, or (ii) the date mutually agreed upon by Buyer and Seller (the “**Closing Date**”), provided that in no event shall the Closing Date be later than three hundred sixty five (365) days after the Effective Date (the “**Outside Closing Date**”). If Buyer has submitted a complete application for the Building Permit prior to the Outside Closing Date, and the Town has not approved the Building Permit by the Outside Closing Date, for issuance contingent upon Closing, then Buyer may elect to extend the Outside Closing Date in increments of thirty (30) days each, for up to a cumulative total of One Hundred Twenty (120) days, by delivering to Seller notice of each thirty (30) day extension at least three (3) business days prior to the then applicable Outside Closing Date accompanied by an extension payment made directly to Seller of Five Thousand Dollars (\$5,000) for each 30-day extension period (each an “**Extension Payment**”). These extension payments shall not be credited to payment of the Purchase Price, and they shall not be refundable, except in the event of default by Seller. Closing will take place at or through the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing.

10.2 Closing Documents. All documents required to be signed and delivered by a party for Closing must be delivered as wet signature originals and not as electronic documents or either physical or electronic copies of signed documents. Seller and Buyer will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

10.2.1 Bargain and Sale Deed. The Deed executed and acknowledged by Seller.

10.2.2 Site Plan. The Site Plan executed and acknowledged by the Town and Buyer.

10.2.3 Development Agreement. The Development Agreement executed and acknowledged by the Town and Buyer.

10.2.4 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

10.2.5 Non foreign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

10.2.6 Conveyance Information. A Colorado Form DR 1083, in form required by law and signed by Seller, concerning information with respect to a conveyance of a Colorado real property interest.

10.2.7 Transfer Declaration. A real property transfer declaration, in form required by law and signed by Buyer, concerning the transaction contemplated by this Agreement.

10.2.8 Settlement Sheets. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement.

10.2.9 Funds. All monies, by wire transfer of funds, required to be paid by each party, respectively, hereunder.

10.3 Further Documents. Seller and Buyer will execute and deliver such other documents and will take such other action at Closing as reasonably may be necessary or appropriate to carry out their respective obligations under this Agreement.

11. Adjustments and Prorations. Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. Buyer will pay the Water and Sewer Fees as provided in Section 6.5. There will be no prorations of water, sewer or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deed. Seller shall pay for the Title Policy, with the standard survey exception deleted if applicable. Buyer shall pay all costs associated with any additional Title Policy endorsements and any loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to provide in order to cure a Title Objection or Survey Objection. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. Escrow; Commissions.

12.1 Instructions. Within three (3) business days after the Effective Date, Buyer and Seller each shall deliver one copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) to Title Company. Delivery may be made by emailing a signed copy in pdf format. This Agreement, together with such further instructions, if any, as the parties shall provide to Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Title Company hereunder are not acceptable to Title Company, or if Title Company requires additional instructions, the parties hereto agree to make such

deletions, substitutions, and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless expressly agreed to by Seller and Buyer.

12.2 Escrow. By its execution of this Agreement, Title Company agrees to receive and apply the Deposit in accordance with the terms and provisions of this Agreement and any additional instructions executed by the parties and the Title Company. In the event of any dispute between Buyer and Seller as to the proper application of the Deposit, Title Company may commence an action in the District Court in and for the County of Douglas, pay the Deposit to such Court, and interplead Buyer and Seller to such action, whereupon Title Company will be dismissed from such action and relieved of any further obligations with respect to the Deposit. Buyer and Seller hereby agree to submit to the jurisdiction and venue of such court for the purpose of any such action.

12.3 Close of Escrow. Provided that Title Company shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Buyer and Seller have deposited into escrow the items and funds required by this Agreement and Title Company unequivocally agrees in writing that Title Company can and will issue the Title Policy, Title Company shall:

(a) Record in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the “**Records**”) the following documents in the following order:

1. The Deed.
2. The Development Agreement.

(b) Deliver to Buyer: (i) the Deed, by causing it to be recorded in the Records and then delivered to Buyer after recording, with a copy to Seller; (ii) the Certificate of Non-Foreign Status; (iii) the Seller’s Certificate; (iv) Buyer’s Settlement Statement; and (v) all other documents deliverable to Buyer as a result of Closing.

(c) Deliver to Seller: (i) the Purchase Price and other sums payable to Seller hereunder, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller’s Settlement Statement; (iii) the Site Plan; (iv) the Development Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer; and (v) all other documents deliverable to Seller as a result of Closing.

(d) Deliver to Buyer: any funds deposited by Buyer in excess of the amount required to be paid by Buyer for Closing.

(e) Deliver the Title Policy issued by Title Company to Buyer promptly after Closing.

12.4 Real Estate Reporting Person. Title Company is hereby designated the “real estate reporting person” for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Title Company shall file Form 1099 information return and send the statement to Seller, as required under the aforementioned statute and regulation.

12.5 Sales Commissions . Buyer has dealt with Jeff Sams, owner/broker of JTS Realty, as Buyer’s broker with respect to this transaction. Seller agrees to pay JTS Realty a commission, contingent upon Closing, of three percent (3%) of the Purchase Price, solely as Buyer’s broker and not as Seller’s broker. JTS shall acknowledge upon Closing that it is acting solely as Buyer’s broker and does not have any brokerage relationship with Seller. Except as provided above, Seller and Buyer represent and warrant, one to the other, that neither party has dealt with any real estate broker, salesperson, or finder in connection with this transaction, and any claim for a commission made by any person other than as provided above shall be solely the responsibility of the party who is asserted to have been represented by such claimant, and such responsible party shall hold the other party harmless from liability for such claim.

13. Representations and Warranties.

13.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as follows, effective as of the Effective Date and the Closing Date:

13.1.1 Authority. Seller is a Colorado municipal corporation, duly organized and existing and in good standing under the laws of the State of Colorado. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby, subject to all laws, ordinances and regulations governing municipal action. All requisite action has been taken by Seller in connection with entering into this Agreement. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

13.1.2 No Lease or License. The Property is not subject to any oral or written lease, nor any license permitting use or occupancy thereof, which will survive the Closing with respect to the Property or any portion thereof.

13.1.3 OFAC.

(a) Seller is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “List”) and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). For purposes of this Section, the term “Embargoed Person” means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Seller is through a U.S. Publicly-Traded Entity. As used in this Section, “U.S. Publicly-Traded Entity” means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

13.2 Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows, effective as of the Effective Date and the Closing Date:

13.2.1 Authority. Buyer is a limited liability company duly organized and existing and in good standing under the laws of the State of Colorado. Buyer has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

13.2.2 Consents, Binding Obligations, Violations. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby (excluding any government or related development approvals relating to the Buyer's intended development of the Property) have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and will be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

13.2.3 Opportunity to Investigate.

(a) Prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all

inspections and investigations of the Property that Buyer deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, review of all surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental entities, agencies and/or districts, the condition of title, soils and geological reports, and governmental agreements and approvals. Any fees associated with such restrictions, conditions or agreements, including but not limited to impact fees related to the Project, shall be the responsibility of Buyer.

(b) Except as otherwise expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof.

(c) Buyer further represents and warrants that, in entering into and Closing this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS.** Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all representations and warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, the condition of the Property and its fitness for any particular purpose or use.

13.2.4 OFAC.

(a) Buyer and each person or entity owning an interest in Buyer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List") and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). For purposes of this Section, the term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law,

including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Section, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

14. Remedies.

14.1 Buyer's Remedies. If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer's default hereunder, and Seller's failure to perform is not cured within ten (10) business days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: (i) to seek specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement and receive a return of the Deposit and any Extension Payments as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Buyer under applicable law or in equity are hereby expressly waived.

14.2 Seller's Remedies. If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, and Buyer's failure to perform is not cured within ten (10) business days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right, which shall be Seller's exclusive remedy, to terminate this Agreement and to receive the Deposit and retain any Extension Payments as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Buyer would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Seller under applicable law or in equity are expressly waived. The foregoing limitations shall not apply with respect to Buyer's indemnity obligations under this Agreement that survive termination, as to which Seller shall have all remedies available at law or in equity.

15. General Provisions. The parties further agree as follows:

15.1 Time and Dates. Time is of the essence of this Agreement and Seller's and Buyer's obligations hereunder. A "**business day**" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in this Agreement for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

15.2 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein.

15.3 Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

15.4 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service. Notices other than notices of default may be given by email, with confirmation of electronic delivery. Notices may not be delivered by facsimile.

If to Seller, to:

Town of Parker
Attn: Jim Maloney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: jmaloney@parkeronline.org

With a copy to:

Holland & Hart LLP
555 17th St., Suite 3200
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 295-8554
Email: trgorrell@hollandhart.com

If to Buyer, to:

Samurai's Red Sushi & Sake Bar LLC
c/o DB Investments LLC
Attn: Gene Gregory, Manager
367 Sandy Hollow Trail
Parker, CO 80116
Telephone: 303-803-6326
Email: genegreg11@gmail.com

With a copy to:

JTS Realty
Attn: Jeff Sams
19751 E. Mainstreet, R16
Parker, Colorado 80138
Telephone: (303) 519-7967
Email: jeff@jtsrealty.com

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 15.4.

15.5 Headings. The headings that appear in the Articles and Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

15.6 Counterparts. This Agreement may be executed in counterpart originals, each of which (or any combination of which) when signed by all of the parties will be deemed an original, but all of which when taken together will constitute one agreement. Signatures on this Agreement may be evidenced only by wet signature on the originals hereof delivered to each party.

15.7 Assignment. There may not be any partial assignment(s) of Buyer's rights or obligations under this Agreement. Other than to an entity owned, controlled by or under common control with Buyer, to whom Buyer may fully (but not partially) assign this Agreement, and for which no consent shall be required, Buyer shall have no right to assign this Agreement without first obtaining Seller's written consent, which consent may be granted or withheld in Seller's sole discretion. Upon assignment, Buyer shall not be relieved of any obligations under this Agreement. Any assignment of this Agreement shall be done pursuant to a separate assignment agreement and not by amendment of this Agreement, and it must be completed sufficiently in advance of Closing to permit Seller to obtain any required assignment approval under applicable Town procedures.

15.8 Successors and Assigns. Subject to Section 15.7 above, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in interest hereunder.

15.9 Interpretation. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

15.10 Recordation Prohibited. This Agreement shall not be recorded by either party in the Records or in any other office or place of public record; and if Buyer shall record this Agreement or cause or permit same to be recorded, Seller may, at its option,

elect to treat such act as a breach of this Agreement, and if Seller terminates this Agreement as a result of such breach then Seller may record a notice of such termination.

15.11 Waiver of Jury Trial: Venue. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND PURCHASER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW. The parties agree and stipulate that venue for any action concerning this Agreement shall be only in the District Court for Eighteenth Judicial District of the State of Colorado sitting in Douglas County.

15.12 Cancellation Fees. Buyer and Seller agree to share equally any title or escrow cancellation fees charged by the Title Company.

15.13 Relationship of Parties. The parties agree that their relationship is that of seller and buyer and that nothing contained in this Agreement shall be deemed to constitute either party the agent or legal representative of the other for any purpose whatsoever; nor shall this Agreement be deemed to create any form of business organization between the parties to this Agreement; nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party; nor shall either party be in any way liable for any debt of the other.

15.14 Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

15.15 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller and the parties agree they shall not be construed for or against either party based upon authorship.

15.16 Patriot Act. Seller and Buyer each represents for itself that it is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions described herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions described herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

15.17 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money and to deliver to Seller copies of all reports of the results of all tests, inspections, and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration

provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

15.18 Waiver. The waiver by one party of the performance of any covenant, condition or promise under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition, or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No waiver shall be effective unless the same is in writing and signed by the party to be charged with it.

15.19 Rule Against Perpetuities. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or any analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated president and vice-president of the United States and senators of the State of Colorado, their now living descendants, if any, and the longest living survivor of them, plus twenty-one (21) years.

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Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado (“**Seller**”) and
the Samurai’s Red Sushi & Sake Bar LLC (“**Buyer**”).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

BUYER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

Samurai’s Red Sushi & Sake Bar LLC, a
Colorado limited liability company

By: _____
Mike Waid, Mayor

By: _____

Name: _____

ATTEST:

Title: _____

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Date: _____

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title
Group

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SELLER DELIVERABLES

- (a) A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment, together with a copy of the Seller's existing title policy and the deed or deeds conveying title to Seller.
- (b) Copies of all petitions and the like in Seller's possession relating to any litigation presently affecting the Property.
- (c) All soil reports, environmental reports, geotechnical studies and engineering reports in Seller's possession as well as any property condition reports.
- (d) Copy of the tax parcel map for the Property.

EXHIBIT B

BARGAIN AND SALE DEED

After Recording Return To:

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that the Town of Parker, a Colorado home rule municipal corporation ("**Grantor**"), whose address is 20120 E Mainstreet, Parker, Colorado 80138, for valuable consideration in hand paid, hereby sell(s) and convey(s) to _____, a _____ ("**Grantee**"), whose address is _____, the following real property, with all its appurtenances, in the Town of Parker, County of Douglas and State of Colorado, to wit:

Lot 1B, Mainstreet Center 1st Amendment, according to the plat as Recorded May 23, 2016 at Reception No. 2016032233, County of Douglas, State of Colorado

(the "**Property**") subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Deed Restrictions and Covenants attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ____ day of _____, 20__.

ATTEST:

TOWN OF PARKER, a Colorado home rule
municipal corporation

By: _____

By: _____

_____, Town Clerk

_____, Mayor

STATE OF COLORADO)
County of Douglas) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as Mayor and _____ as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

DEED RESTRICTIONS AND COVENANTS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is being conveyed to Grantee, its successors and assigns, subject to the restriction (“**Use Restriction**”) that it is to be used solely for uses specified in the Development Agreement for the Property recorded of even date with the Bargain and Sale Deed to which this Exhibit B-2 is attached (the “**Development**”). Accordingly, in the event the Closing occurs and either (i) the Development is not open to the public on or before the date that is twelve (12) months after conveyance of the Property to Grantee; or (ii) the Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Grantor shall have the option, exercisable in Grantor’s sole discretion, (the “**Repurchase Option**”) to compel the owner(s) of the Property to sell the Property to Grantor at a purchase price equal to the Fair Market Value of the Property, as defined below. If Grantor provides written notice to the owner of the Property stating that Grantor is exercising Grantor’s Repurchase Option, Grantor and the owner(s) of the Property shall have a binding contract for the sale by the owner to Grantor, and the purchase by Grantor from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Addendum 1** attached hereto and incorporated herein by reference (the “**Purchase and Sale Terms**”). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; and (b) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, public health contagion, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

Fair Market Value Determination. For a period not to exceed ten (10) days following delivery of notification from Grantor stating that Grantor is exercising Grantor’s Repurchase Option, Grantor and the owner of the Property shall attempt in good faith to determine the Fair Market Value of the Property (the “**Negotiation Period**”). If the parties are unable to agree upon the Fair Market Value during the Negotiation Period, then within ten (10) days following the expiration of the Negotiation Period, each party shall each select a Qualified MAI Appraiser (defined below). On or before the thirtieth (30th) day after the selection of the last of the two appraisers, the two appraisers shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Value. If the values determined by such appraisers are within ten percent (10%) of one another, using the lower value as the base amount, then the fair

market value shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals is more than ten percent (10%) of one another, using the lower value as the base amount, then the two (2) appraisers shall, within ten (10) days after receipt of the second appraisal, choose a third (3rd) Qualified MAI Appraiser, who shall appraise the Fair Market Value of the Property within thirty (30) days of being appointed. The Fair Market Value shall conclusively be deemed to be the average of the two (2) appraised values out of the three (3) that are closest to one another in amount. Each party shall pay the costs associated with the appraiser selected by such party, and the parties shall share equally the costs associated with a third appraiser, if necessary. For purposes of this Section, the term “**Qualified MAI Appraiser**” shall mean a Colorado licensed MAI (or, if such organization does not exist in the future, the organization recognized by the professional real estate appraisal industry in Colorado as being its closest successor or equivalent) appraiser in good standing in the state of Colorado, with experience in commercial real estate activities, including at least ten (10) years’ experience as a commercial property appraiser, including experience appraising properties like the Development. The appraisers shall be instructed that “**Fair Market Value**” for this purpose shall mean the gross purchase price for the Property that a willing unrelated buyer would pay to a seller under no compulsion to sell, in an arms-length transaction, given the current state of construction, infrastructure, tenancy, market conditions, and these restrictions.

Maintenance Covenant. Grantee, its successors and assigns, shall maintain and repair, at its sole cost and expense, all landscape and improvements on the Property in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town of Parker’s maintenance and repair of similar improvements in the Historic Center of the Greater Downtown Zoning District. Maintenance shall include but is not limited to: removal and replacement of dead trees and other landscaping; façade cleaning, repair and maintenance; sidewalk repair, lawn maintenance and irrigation repair; and repair and maintenance of proper and adequate lighting. If Grantee fails to maintain and repair, or to commence and thereafter diligently pursue completion of the maintenance and repair of, any such items within ten (10) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Grantee the reasonable costs of such acts.

Covenants Running with the Land. The foregoing Use Restriction, Repurchase Option, and Maintenance Covenant shall be incorporated into or attached to the Deed and Recorded against the Property as a burden, negative covenant and equitable servitude on the Property running with the land for the benefit of Grantor for a period of thirty (30) years after the date of the Deed, at which time it shall automatically terminate. Grantor may enforce the Use Restriction, Repurchase Option and Maintenance Covenant through any remedy available at law or in equity.

ADDENDUM 1
TO
EXHIBIT B-2

PURCHASE AND SALE TERMS

Any repurchase of the Property as set forth herein shall be on the following additional terms and conditions (with “**Buyer**” in this Addendum 1 meaning and referring to the Town and “**Seller**” in this Addendum 1 meaning and referring to the owner(s) of the Property at the time of purchase):

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.
2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.
3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.
4. As a condition to Buyer’s obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer’s title to the Property in the condition required below.
5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor’s acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.
6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.



Request for Town Council Action

Date: November 16, 2020

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.325 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Rueter-Hess Recreation Authority Concerning Program Coordination Services
Department: Parks and Recreation, Mary Colton

EXECUTIVE SUMMARY

The Town of Parker and Rueter-Hess Recreation Authority wish to formalize an agreement (IGA) for the coordination of recreation programs and activities at the Rueter-Hess reservoir to include administrative functions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is a member of the Rueter-Hess Recreation Authority and provides recreational activities primarily during the summer months. In 2020 the Town successfully administered the Paddle Days program at the reservoir each weekend (June - September). Since the Town has the mechanism to collect registration fees and the Authority does not, the revenue generated by recreational activities is returned to the Authority while the Town is reimbursed for all related activity expenses (staffing, program coordination and administration, supplies). A formalized process is being proposed by the Town's Finance Department and the Recreation Authority through an IGA that would allow for the coordination of recreation activities requiring administrative functions including the exchange of invoices.

FINANCIAL IMPACT

There are no financial impacts.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.325

RECOMMENDED MOTION

I move to approve Ordinance No. 9.325 on second reading.

ORDINANCE NO. 9.325, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND RUETER-HESS RECREATION AUTHORITY CONCERNING PROGRAM COORDINATION SERVICES

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Rueter-Hess Recreation Authority concerning Program Coordination Services, 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:

Town Attorney's Office

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROGRAM COORDINATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROGRAM COORDINATION SERVICES ("Agreement"), made and entered into this ____ day of _____, 2020, by and between the TOWN OF PARKER, hereinafter called "Parker", and the RUETER-HESS RECREATION AUTHORITY, a political subdivision of the State of Colorado, hereinafter called "Authority".

WHEREAS, pursuant to that certain Intergovernmental Agreement Establishing the Rueter-Hess Recreation Authority, dated August 27, 2015 ("Establishing IGA"), the Authority was created to perform the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at the Rueter-Hess Reservoir;

WHEREAS, the Authority desires to provide recreational opportunities at the Reuter-Hess Reservoir but does not have sufficient staff or resources to coordinate programming and desires to have Parker provide program coordination services; and

WHEREAS, Parker has staff and resources to provide the program coordination services on behalf of the Authority and desires to provide such program coordination services.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Services. Parker shall provide program coordination services to the Authority as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"). Except for those staffing and equipment necessary for the provision of the Services, the Authority shall be responsible for all aspects of staffing, contracting, programming, scheduling and supplying all necessary equipment for the programmed activities, and for all costs and expenses related thereto.
2. Compensation. The total compensation due for the Services provided by Parker shall be pursuant to the rate schedule in Exhibit A. The District shall also compensate Parker for administrative expenses incurred for providing the Services. Parker shall submit to the Authority by the first of each month detailed invoices of the Services performed and direct administrative costs presented for reimbursement.
3. Insurance. Each party shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Each party shall name the other as an additional insured and proof of such insurance coverage shall be presented to the other party on demand. All policies of insurance required hereby shall name the Town as an additional insured party. Contracts with third party providers shall require indemnification of the Town by all third parties and require the Town to be named as an additional insured party on all policies. Activity waivers signed by participants shall include the Town as a party that is indemnified and/or held harmless from any claims arising from the programmed activities.

4. Term. The term of this Agreement shall be from the date first entered above until December 31, 2020, unless otherwise terminated as provided herein. This Agreement shall be automatically renewed for additional one-year terms. Either party may terminate this Agreement by delivering 30 days' written notice of termination to the other party. The Authority shall pay the Town for Services performed prior to such termination.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
6. No Waiver of Governmental Immunity. Nothing herein shall be deemed a waiver of immunity under § 24-10-101, *et seq.*, C.R.S.
7. Non-Appropriation. The obligations of the Authority as set forth in this Agreement are subject to annual appropriation of the Authority and nothing contained herein shall be constructed as a multiple fiscal year obligation of the Authority as defined in Article X, Section 20 of the Colorado Constitution.

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

PARKER:

ATTEST:

TOWN OF PARKER

Carol Baumgartner, Town Clerk

By: _____
Mike Waid, Mayor

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Steve Bedard, Risk Manager

AUTHORITY:

ATTEST:

RUETER-HESS RECREATION AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

Paddle Days Coordination Services:

- Manage online registration (monitoring, printing rosters, responding to customer questions/concerns)
- Develop program scope and descriptions for website
- Process program refunds, transfers or credits as needed
- Recruit, hire and train gate, parking and MOD (event lead) staff
- Schedule and manage gate and parking staff
- Communicate rules and guidelines for participants and staff
- Update website with appropriate program details as needed
- Work closely with other on-site vendors (Rapid Response, Ranger) to ensure effective communication
- Collect payment at front gate for access to Paddle Days program
- Provide radio communication for Ranger, Emergency Response, Gate and Parking
- Prepare and provide weekly rosters for gate attendants
- Monitor expenses for gate and parking staff
- Monitor revenues for Paddle Day activities
- Provide monthly updates to Parker Water and Rueter-Hess Recreation Authority

RATES FOR SERVICES

Estimated Costs for Site Coverage for Paddle Days:

Staff	Hours/Day	Pay Rate	Cost/Day	# of Days	Total Cost
Event Lead	5.75	\$17.00	\$97.75	15	\$1,466.25
Parking	5.75	\$13.50	\$77.63	15	\$1,164.38
Gate 1	5.75	\$13.50	\$77.63	15	\$1,164.38
Admin Costs		\$20.00	\$160.00	15	\$2,250.00
Total			\$413.01		\$6,035.00

EXHIBIT B

INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$500,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.