

TOWN OF PARKER COUNCIL AGENDA

March 7, 2022

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.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website 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 comment or public hearing part of the meeting 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. 5:00 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

- Tony Young Recognition**

- 3. PUBLIC COMMENTS (No action will be taken on these items.)** *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - February 22, 2022*

B. *ORDINANCE NO. 9.286.3 – First Reading*

A Bill for an Ordinance to Approve the Third Amendment to an Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing for the Dransfeldt Road Extension

Department: Engineering and Public Works, Chris Hudson

Second Reading: March 21, 2022

C. *ORDINANCE NO. 9.346 – First Reading*

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Ownership, Maintenance, and Operation of Traffic Signals At and Near Shared Jurisdictional Boundaries

Department: Engineering and Public Works, Chris Hudson

Second Reading: March 21, 2022

D. *ORDINANCE NO. 4.91.8 – First Reading*

A Bill for an Ordinance to Amend Section 11.02.050 of the Parker Municipal Code Concerning Amendments to the Parker Residential Code for One- and Two-Family Dwellings Building Code Related to Secondary Family Space

Department: Town Attorney, Jim Maloney

Second Reading: March 21, 2022

E. *ORDINANCE NO. 1.553.1 - First Reading*

A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Jennifer Campbell

Second Reading: March 21, 2021

F. *ORDINANCE NO. 9.347 - First Reading*

A Bill for an Ordinance to Approve the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

Department: Town Attorney, Jim Maloney

Second Reading: March 21, 2022

G. *RESOLUTION NO. 22-013*

A Resolution to Appoint Members to the Investment Advisory Committee

Department: Finance Department, Mary Lou Brown

H. *CONTRACTS OVER \$100,000*

1. *2022 Fleet Replacement - Swap Loader with Plow*
Amount: \$225,486.00
Contractor: OJ Watson
Department: Engineering and Public Works, Jim Gilbert
2. *Traffic Control Truck with Crash Attenuator*
Amount: \$152,205.84
Contractor: McCandless International
Department: Engineering and Public Works, Jim Gilbert
3. *Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement – Contract Modification*
Amount: \$70,000
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Tom Gill
4. *ESRI Small Municipal and County Government Enterprise Agreement*
Amount: \$106,700.00
Contractor: ESRI
Department: Finance/Information Technology, Matt Lynch

6. **PUBLIC HEARINGS**

A. **ANTHOLOGY NORTH - Segments 1b/1c Preliminary Plan**

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.: SUB20-030

1. **Fifth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement**
2. **RESOLUTION NO. 22-014**
A Resolution to Amend Resolution No. 19-023, Series of 2019, to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance as Amended, Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Anthology North Property Until Those Segments are Ready for Development

B. CHAMBERS HIGHPOINT AND COMPARK *(Continued from February 22, 2022)*

Applicant: Jeff Robinson, Compark 190, LLC
Location: Southwest corner of Chambers Road and E-470
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB19-048

1. Chambers Highpoint

a. Minor Development Plat

b. Subdivision Agreement

2. Compark

a. 1st Amendment to Compark Subdivision Agreement

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 7, 2022

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Town Attorney

“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).”

2. CRS Section 31-12-104, concerning the eligibility for annexation of the real property commonly known as the Coyle property, generally located at the southeast corner of Crowfoot Valley Road and Stroh Road

3. H.R. 1319, the American Rescue Plan Act of 2021

“To consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c).”

4. Section 2.05.040 of the Parker Municipal Code

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 22, 2022**

Mayor Jeff Toborg called the Town Council meeting to order at 5:02 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items under C.R.S. § 24-6-402(4)(b). The first item was regarding C.R.S. § 8-13.3-501, *et seq.*, concerning the Paid Family Medical Leave Insurance Act; the second item was concerning Article 3 – Compensation – of the Town of Parker Personnel Manual; the third item was concerning Section 11.02.050 (8) and (10) of the Parker Municipal Code concerning Secondary Family Space; and the fourth item was concerning the Final Rule – Coronavirus State and Local Fiscal Recovery Funds .

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:08 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Todd Hendreks moved and Cheryl Poage seconded to come out of Executive Session at 6:54 p.m.

The motion was approved unanimously.

Todd Hendreks moved and Joshua Rivero seconded to recess the regular meeting until 7 p.m.

The motion was approved unanimously,

REGULAR MEETING

Mayor Toborg reconvened the regular Town Council meeting at 7:02 p.m.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Mayor recognized Rabbi Avaham Mintz from the Chabad Jewish Center of South Metro Denver for his outstanding contributions to the residents of Parker and the surrounding community members.

The Mayor recognized Steve Budnack and the Parker Task Force for the outstanding contributions to the residents of Parker and the surrounding communities.

Senator Smallwood was also present and provided an update on 2022 legislative matters.

PUBLIC COMMENTS – There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - February 7, 2022*

B. *CONTRACTS OVER \$100,000*

1. *2022 Townwide Resurfacing Program (CIP22-007)*

Amount: \$1,916,592.94

Contractor: Martin Marietta Materials, Inc

Department: Engineering and Public Works, Danny Smith

2. *2022 Motsenbocker Grind, Saw and Seal Project (CIP22-008)*

Amount: \$1,945,041.62

Contractor: Penhall Company

Department: Engineering and Public Works, Danny Smith

John Diak left the meeting at 7:25 p.m.

Joshua Rivero moved to approve Consent Agenda items 5A through 5B.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts – yes

PUBLIC HEARINGS**CHAMBERS HIGHPOINT AND COMPARK**

Applicant: Jeff Robinson, Compark 190, LLC

Location: Southwest corner of Chambers Road and E-470

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB19-048

1. **Chambers Highpoint**

- a. **Minor Development Plat**

- b. **Subdivision Agreement**

2. **Compark**

Amendment to Compark Subdivision Agreement

7:40 p.m.

Joshua Rivero moved to continue the Public Hearing for Chambers High Point Filing No. 1 Minor Development Plat to March 7, 2022.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

Joshua Rivero moved to continue the Public Hearing for Chambers High Point Filing No. 1 Subdivision Improvement Agreement to March 7, 2022.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

Joshua Rivero moved to continue the Public Hearing for the First Amendment to the Compark Village South Filing No. 1 Subdivision Improvement Agreement to March 7, 2022.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 4.86.1 – Second Reading

A Bill for an Ordinance to Amend Sections 11.13.020 and 11.13.030 of the Parker Municipal Code Concerning Contracting Procedures for Public Works Projects

Department: Engineering and Public Works, Chris Hudson

Updates to Chapter 11.13 of the Parker Municipal Code (the "Code") titled "Contracting Procedures for Capital Improvements Project(s)" need to be made to reflect current conditions.

Section 11.13.020 is titled "General requirements." The proposed change to section 11.13.020(e) is the addition of the phrase "or designee" after Public Works Director, so it would read as follows: "A contract for a capital improvements project(s) shall be submitted to the Town Attorney and approved as to legal form and the Public Works Director or designee as to content before it is executed." Today, additional staff exists in the Engineering/Public Works Department to review the content of contracts versus when this section of the code was first approved in 2005. This proposed revision improves the contract content review timeline as it would allow the Public Works Director to designate an alternate person in the case that the Public Works Director is unavailable to review in a timely manner.

Section 11.13.030 is titled "Bidding required." The proposed change to section 11.13.030(d) is the change of "less" to "more" in the first sentence so that it reads: "In case of emergency affecting the public peace, health or safety, the Town Council may waive all requirements for bidding or competitive proposals for an expenditure of ~~less~~ more than one hundred thousand dollars (\$100,000.00). In such cases, the Town Administrator may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The Town Administrator shall present a full report of the circumstances necessitating the emergency action at the next Town Council meeting." As currently written in this chapter of the Code, Town Council is not involved in contracts of less than \$100,000. This proposed change would reflect situations where the dollar amount of the contract would require Town Council review, and in some cases, allow for Town Council to waive the requirements.

Public Comment: None.

Cheryl Poage moved to approve Ordinance No. 4.86.1 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

B. ORDINANCE NO. 3.01.90.1 - Second Reading

A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Relating to Family Child-Care Homes

Department: Community Development, Bryce Matthews

In 2021, the Colorado State Legislature approved a bill that *family child care homes* are to be classified as residences for purposes of licensure and local regulations including zoning and land use development. This proposed ordinance defines *family child care homes*, amends the Municipal Code to allow *family child care homes* in all zone districts and requires a conditional use approval for a *large family child care home* proposing to locate adjacent to an existing *large family child care home*. The proposed changes comply with the new state law.

Public Comment: None.

Laura Hefta moved to approve Ordinance No. 3.01.90.1 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

C. ORDINANCE NO. 9.344 - Second Reading**A Bill for an Ordinance to Approve the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas****Department: Parks, Recreation and Open Space, Mary Colton**

In 2021, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2021, the Town of Parker received two separate awards: one for Adaptive Water Safety/Swim scholarships in the amount of \$11,200 to enhance personal life-saving water skills and the other for Therapeutic Recreation scholarships to families, individuals and groups with developmental disabilities to participate in recreation activities in the amount of \$14,400 for a total \$25,600 in grant assistance. These funds will be utilized in 2022.

Cheryl Poage disclosed that her daughter is on the Board of Developmental Pathways. No conflict of interest was found to exist by Town Council.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 9.344 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

D. ORDINANCE NO. 9.345 - Second Reading**A Bill for an Ordinance to Approve the Grant Agreement for Adaptive Water Safety/Swimming Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas****Department: Parks, Recreation and Open Space, Mary Colton**

In 2021, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and

developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2021, the Town of Parker received two separate awards: one for Adaptive Water Safety/Swim scholarships in the amount of \$11,200 to enhance personal life-saving water skills and the other for recreation scholarships to families, individuals and groups with developmental disabilities in the amount of \$14,400 for a total of \$25,600 in grant assistance. These funds will be utilized in 2022.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 9.345 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

E. ORDINANCE NO. 9.343 - Second Reading

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

Department: Police, Jim Tsurapas

Town Attorney, Jamie Wynn

The Town of Parker has been providing the Douglas County School District (the "District") with both School Resource Officers (SROs) and School Marshal Officers (SMOs) for the high school, middle school, and elementary schools. The Town and the District previously entered into two separate intergovernmental agreements (IGA). An IGA was entered into for the SROs assigned to the high school and middle schools, with a separate IGA for the SMOs assigned to the various elementary schools and certain covered charter schools.

The most recent contract for the SROs was set to have certain terms extended and amended for the 2021-2022 school year. Based on the updates, the District and Town entered into discussions about merging both IGAs into one agreement as well as updating that agreement to be more consistent with the agreements between the District and other law enforcement agencies within the District. Due to those conversations, the Town has been working with the District to draft this updated IGA, which encompasses both the SROs for the high school and middle schools as well as incorporating the prior IGA for the SMOs to move forward as SROs

assigned to the elementary schools and certain covered charter schools. Staff recommended that Town Council approve this IGA for the 2021-2022 school year and the upcoming 2022-2023 school year.

Public Comment: None.

Joshua Rivero moved to approve Ordinance No. 9.343 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

AGREEMENTS

A. Land Dedication Agreement with Shea Homes for the Tract Q Open Space (Southeast Corner of Mainstreet and Chambers)

Department: Parks, Recreation and Open Space, Brett Collins

Shea Homes owns 20.25 acres of land located in Douglas County on the southeast corner of Mainstreet and South Chambers Road. Shea Homes has indicated they would deed the 20.25 acre parcel to the Town for open space and trail purposes. In addition to the land dedication, Shea would also reimburse the Town for constructing the existing sidewalk on the east side of South Chambers Road that runs the length of the property. These funds will be used to build a trail on the property.

Staff recommended accepting the 20.25 acre open space land dedication by Special Warranty Deed and the transfer of the reimbursement funds for the sidewalk on the east side of South Chambers Road by a Dedication Agreement.

Public Comment: None.

Cheryl Poage moved to approve the Land Dedication Agreement with Shea Homes for the Tract Q Property.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes
 Anne Barrington - yes
 Laura Hefts - yes

The motion was approved unanimously.

B. O'Brien Park Playground Equipment

Amount: \$338,900.97
Contractor: Landscape Structures, Inc.
Department: Parks, Recreation and Open Space

Improvements to the O'Brien Park Playground were originally budgeted in 2019. A community input process was completed and a preferred concept for the reimagined playground was selected. The project was put on hold due to the COVID-19 pandemic. Funds for the project have been included in the 2022 budget, and staff will be moving the project forward to construction. Due to potential supply chain issues and shipping times, staff recommended purchasing the playground equipment in advance of the construction contract award utilizing a cooperative purchasing alliance to make sure the playground equipment is available when needed for installation.

Public Comment: None.

Joshua Rivero moved to approve the staff recommendation, as a part of the regular agenda.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Cheryl Poage - yes
 Todd Hendreks - yes
 Anne Barrington - yes
 Laura Hefts - yes

The motion was approved unanimously.

C. First Amendment to the Cottonwood Highlands Filing No. 7 Subdivision Improvement Agreement

Department: Engineering and Public Works, Alex Mestdagh

Cottonwood Highlands Filing No. 7 is located generally at the southwest corner of Jordan Road and Cottonwood Drive. This subdivision was approved by Town Council in November of 2020, and created 104 duplex units. The subdivision was obligated to construct several key public improvements to support the development of the completion of the south half of Cottonwood Drive between Lanceleaf Drive and Jordan Road including the ultimate traffic signal at the

intersection of Jordan Road and Cottonwood Drive. When combined with the Town Capital Improvement Project that widened Cottonwood Drive to the east of Jordan Road, these improvements resulted in a continuous five-lane roadway section for Cottonwood Drive between Chambers Road and Parker Road.

The developer of Cottonwood Highlands Filing No. 7, Lennar Colorado, has completed all public improvements required by the Subdivision Improvement Agreement with the exception of the last traffic signal at the intersection of Jordan Road and Cottonwood Drive. Due to supply chain issues that have been exacerbated over the past few years, the delivery of these traffic signal poles has been further delayed into the spring. In order to open the widened roadway section, Lennar has incurred the cost to install a full temporary traffic signal at the intersection. This temporary signal has allowed for the full intersection to be opened and for traffic to utilize the new roadway lanes. With all other improvements being completed aside from the ultimate signal poles that have been delayed, Lennar has requested an amendment to the Subdivision Improvement Agreement to allow them to obtain probationary acceptance and obtain building permits while the poles are delivered. Staff is supportive of this amendment, with the conditions set forth below and in the amended agreement:

- The ultimate traffic signal shall be installed no later than April 15, 2022.
- The Town shall not reduce the financial security for all public improvements until this work is complete.

The proposed amendment also covers two other items. Lennar has agreed to perform further repairs to areas of the new asphalt paving, but these are more appropriately performed during warmer temperatures. The amendment obligates these repairs along with median hardscape improvements to be completed by June 30, 2022. There was also one street within the development whose new asphalt did not meet testing requirements. This amended agreement obligates Lennar to replace the surface asphalt on this roadway prior to the end of the warranty period of the public improvements.

Public Comment: None.

Cheryl Poage moved to approve the First Amendment to the Cottonwood Highlands Filing No. 7 Subdivision Improvement Agreement.

Laura Hefts seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 9:00 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

Anne Barrington - yes

Laura Hefts - yes

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: March 7, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.286.3 – First Reading**
A Bill for an Ordinance to Approve the Third Amendment to an Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing for the Dransfeldt Road Extension
Department: Engineering and Public Works, Chris Hudson
Second March 21, 2022
Reading:

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve the Third Amendment to the Intergovernmental Agreement (IGA) with Douglas County for the advancement of the proposed Dransfeldt Road extension project design effort. This IGA amendment is needed to formalize negotiations and jointly fund the continuing design effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For the past decade, the Town has been contemplating the extension of Dransfeldt Road south of Twenty Mile Road, over Cherry Creek, connecting to Motsenbocker Road. This proposed roadway is an important component to the Parker area's long-term roadway transportation plan. Due to a portion of the proposed roadway extension being located in unincorporated Douglas County, the project needs to be coordinated with Douglas County. After several years of discussions with Douglas County staff, the Town and County moved forward with an IGA and an amendment to the original IGA in 2019 to start the conceptual/preliminary design of this roadway extension. Parker Town Council approved the original IGA in June 2019, approved the First Amendment in November 2019 and approved the Second Amendment in March 2021.

The design for the project commenced in 2019 and continued through the beginning of 2022 when the preliminary design work was completed. The Town and Douglas County would like to continue to advance this design in 2022/2023 necessitating an amendment to the IGA to continue utilizing the consultants previously selected. The Town and Douglas County have both appropriated \$500,000 as part of their 2022 budgets (\$1,000,000 total) to fund the final design

effort. The Town and Douglas County have agreed to a 50/50 split on this final engineering effort to be completed by June 30, 2023, and an amendment to the IGA is needed to formalize this arrangement. Additionally, an ordinance is needed for approval of this IGA amendment.

Construction is anticipated to commence in the second-half of 2023 and continue into 2024. An additional (future) IGA amendment or new IGA will be needed to solidify construction funding from Douglas County.

The Douglas County Board of County Commissioners is scheduled to review this IGA amendment in April 2022 (tentatively April 12, 2022).

FINANCIAL IMPACT

Funding has been appropriated for this continuing design effort in the Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.286.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.286.3 on first reading and to schedule second reading for March 21, 2022, as part of the consent agenda.

ORDINANCE NO. 9.286.3, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING COST SHARING FOR THE DRANSFELDT ROAD EXTENSION

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 Third Amendment to an Intergovernmental Agreement between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing for the Dransfeldt Road Extension, 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

THIRD AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING COST SHARING FOR THE DRANSFELDT ROAD EXTENSION

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“**Third Amendment**”) is made and entered into this ____ day of _____, **2022**, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "**Town**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "**County**"), hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into the Intergovernmental Agreement (the “Agreement”) concerning advancing the conceptual / preliminary design of the Dransfeldt Road extension improvements between Twenty-Mile Road and Motsenbocker Road, (the Project”); and

WHEREAS, the Parties entered into a First Amendment to the Agreement (the “First Amendment”) to allow the Town to retain consultants previously selected by the Town to provide professional services for the Project, and allow additional time to complete various tasks associated with the Project; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement (the “Second Amendment”) to fund the preliminary design for the Project; and

WHEREAS, the County desires to voluntarily contribute up to \$500,000, which represents approximately fifty percent (50%) of the additional consultant services needed to fund the final design for the Project, and the Parties agree to provide additional time for completion of the final design, as provided in **Section D**, as shown below; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions stated in this Third Amendment.

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 to this Third Amendment to the Agreement, including modifications to the following Sections:

Section A. **Section 2** of the Agreement titled, “Project Cost Estimate,” is hereby amended as follows:

As part of this Third Amendment and previously executed amendments, the Parties agree to revise the Project budget from the original Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) to One Million Seven Hundred Fifty Thousand Dollars and No Cents; (\$1,750,000.00) and the Parties’ contribution shall be in accordance with the amounts stipulated in **Section B** and **Section C** shown below, and based on the actual Project expenditures performed by the Qualified Engineer.

Section B. The first full Paragraph of **Section 3** of the Agreement, titled “County Contribution and Responsibilities,” is amended to provide as follows:

As part of this Third Amendment, the County agrees to pay to the Town an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for a total amount not to exceed Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00), hereinafter referred to as the “County Contribution” for the sole purpose of further advancing the design of the Project associated with paying for a portion of the professional services performed by the Qualified Engineer. In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any additional work authorized by the Town or for any unforeseen project costs or claims.

Section C. As a part of this Third Amendment, the last full Paragraph of **Section 4** of the Agreement titled “Town Contribution and Responsibilities,” is amended to provide as follows:

At the completion of the final design effort performed by the Qualified Engineer or termination of the Qualified Engineer, the Town will provide written notification to the County regarding any unused project funding; and the County shall be refunded fifty percent (50%) of any amount of the difference between the actual Project expenditures and the increased Project Cost Estimate, which has been revised and is now estimated to equal One Million Seven Hundred Fifty Thousand Dollars and No Cents; (\$1,750,000.00). The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

Section D. **Section 5** of the Agreement, titled “Time of Performance,” is replaced in its entirety with the following:

The Parties acknowledge and agree that the final design of the Project shall be substantially completed on or before June 30, 2023.

Section E. **Section 10** of the First Amendment, titled “Additional Documents,” is amended by the addition of the following language to the end of the Section:

The Town and the County acknowledge and agree that the Agreement has been modified to include the additional information and provisions identified in the First Amendment, Second Amendment and this Third Amendment.

The remainder of the Agreement, the First Amendment and the Second Amendment shall be unchanged and in full force and effect.

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Chair

ATTEST:

APPROVED AS TO CONTENT:

Kristin Randlett,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance



Request for Town Council Action

Date: March 7, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.346 – First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Ownership, Maintenance, and Operation of Traffic Signals At and Near Shared Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson
Second Reading: March 21, 2022

EXECUTIVE SUMMARY

This ordinance is to approve an intergovernmental agreement (IGA) with Douglas County regarding the ownership, maintenance and operation of traffic signals at and near shared jurisdictional boundaries. The IGA is needed to formalize negotiations to allow for implementation of a responsive traffic signal control system on Lincoln Avenue.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2020, the Town implemented responsive traffic signal control on Parker Road (State Highway 83). The responsive traffic signal control system utilizes infrastructure to actively count the amount of traffic and respond by changing signal timing plans to better match traffic patterns. The system was in place and was able to actively adjust signal timing plans with the traffic pattern changes that occurred due to COVID-19. Due to the success of the Parker Road responsive traffic signal system, the Town is moving forward with implementation of this responsive system to other Town arterial roadways in 2022.

In order for responsive signal systems to operate properly, timing plans for corridors must be synchronized and work together. For example, all thirteen (13) traffic signals on Parker Road within the Town work together in a corridor. Another example of a corridor is Lincoln Avenue between Parker Road and Jordan Road and is the reason for this proposed traffic signal maintenance IGA. Synchronized traffic signals are even more important where there are closely spaced traffic signals. Currently, the furthest west traffic signal that the Town owns/maintains is

the Lincoln Avenue/Jordan Road intersection, as the Lincoln Avenue/Keystone Boulevard intersection is owned/maintained by Douglas County. With the separation being less than a quarter-mile between the Jordan Road and Keystone Boulevard intersections, it is important that these signals are synchronized to reduce traffic delays for the traveling public. With roughly a half-mile to the west to the next signalized intersection at Lincoln Avenue/Stonegate Parkway, there can be a break between coordinated signal systems.

After reviewing the positive results of the Parker Road responsive traffic signal control, Douglas County was generally supportive with the concept of responsive traffic signal control for Lincoln Avenue and understands the need for the Lincoln/Keystone traffic signal to be synchronized with the Lincoln/Jordan intersection due to proximity. The challenge is that Douglas County and the Town of Parker utilize different traffic signal coordination systems.

After over a year of coordination and brainstorming with Douglas County staff on options for ways to make this coordination work between differing systems, it was determined that the best way to handle this coordination would be by having the Town assume the maintenance of the Lincoln/Keystone traffic signal by including it in the Town's traffic signal system. Utilizing the Colorado Department of Transportation (CDOT) agreement for Parker Road (State Highway 83) traffic signal maintenance as a starting point, the Town and County staff have prepared a similar agreement for the Lincoln Avenue signal. Douglas County will continue to own the traffic signal (like CDOT does on Parker Road), but the Town will be responsible for routine maintenance and timing. Since Douglas County will still own the traffic signal, they will be responsible for catastrophic repairs such as signal pole replacement due to vehicle damage. The Town will need to make a minor capital investment (approximately \$10,000) to connect the Lincoln/Keystone traffic signal to our traffic signal system. Douglas County and the Town staff have also agreed to utilize the same rate as the CDOT agreement, which is \$320 per month or \$3,840 per year for this traffic signal.

An IGA is needed to document this arrangement. If needed, this IGA could be amended in the future to include other traffic signals near jurisdictional boundaries. Additionally, an ordinance is required to approve the IGA. The Douglas County Board of County Commissioners is scheduled to review this IGA amendment in April 2022 (tentatively April 12, 2022).

FINANCIAL IMPACT

Funding has been appropriated from the Traffic Control Capital Projects Fund (301-4293) for this infrastructure investment. The Traffic Services Division of Engineering/Public Works currently has sufficient staffing to support the additional traffic signal maintenance.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.346

RECOMMENDED MOTION

I move to approve Ordinance No. 9.346 on first reading and to schedule second reading for March 21, 2022, as part of the consent agenda.

ORDINANCE NO. 9.346, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING OWNERSHIP, MAINTENANCE, AND OPERATION OF TRAFFIC SIGNALS AT AND NEAR SHARED JURISDICTIONAL BOUNDARIES

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 the Board of County Commissioners of the County of Douglas, State of Colorado Regarding Ownership, Maintenance, and Operation of Traffic Signals at and near Shared Jurisdictional Boundaries, 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING OWNERSHIP, MAINTENANCE, AND OPERATION OF TRAFFIC SIGNALS AT AND NEAR SHARED JURISDICTIONAL BOUNDARIES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, **2022** by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "**Town**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "**County**"), hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties are legally empowered under Section 29-1-201, *et seq.*, C.R.S. to enter into this Agreement; and

WHEREAS, the Parties desire to cooperate on signalized intersections at and near shared jurisdictional boundaries for the purpose of improving mobility and access for the public; and

WHEREAS, the Parties agree that the traffic signals in this agreement are in good working order and have been properly maintained and the parties have a shared interest in assuring continued proper maintenance and operation of traffic signals including regular maintenance, recurring inspection, response to malfunctions, and coordinated traffic signal timing plans; and

WHEREAS, the County shall retain ownership of all existing traffic signals, existing traffic signal control equipment, any new traffic signal control equipment, and traffic signal fiber optic interconnect;

WHEREAS, the Town shall be responsible for the operation and maintenance of the existing traffic signals, existing traffic signal control equipment, and any new traffic signal control equipment at the intersection of Lincoln Avenue and Keystone Boulevard;

WHEREAS, the Parties have the option to add additional signal locations to this agreement at any time during the term of this agreement; and

WHEREAS, the County shall compensate the Town Three Hundred Twenty Dollars (\$320.00) per month per signal, for a total annual compensation of Three Thousand Eight Hundred Forty Dollars (\$3,840.00) per signal payable by December 31st for the prior year of maintenance.

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. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. **Term.** This Agreement shall commence upon execution by both Parties and shall continue annually for five (5) years contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

3. **Definitions.**

Traffic Signals shall mean all improvements necessary to direct vehicular and pedestrian traffic by signal indications at intersections, specifically including but not limited to the foundations, poles, mast arms, span wire, signal heads, and wiring extending from the base of any pole to the signal indications. "Traffic Signals" shall specifically exclude "Traffic Signal Control Equipment" and "Traffic Signal Fiber Optic Interconnect Equipment" as defined by this Agreement.

Traffic Signal Control Equipment shall mean all equipment necessary to operate a Traffic Signal identified in the traffic signal list above, and specifically including but not limited to the signal indications, cabinet box, locks, internal controllers, switches, mechanical equipment within the cabinet box, wiring extending from the cabinet box to a Traffic Signal, and vehicle detection and surveillance equipment as such equipment may presently exist at an intersection and as may be later installed at each such intersection. "Traffic Signal Control Equipment" shall specifically exclude "Traffic Signals" and "Traffic Signal Fiber Optic Interconnect Equipment" as defined by this Agreement.

Traffic Signal Fiber Optic Interconnect Equipment shall mean all equipment associated with the Douglas County Fiber Optic network including conduit, pull boxes, fiber optic cable (backbone and laterals), patch panels, connectors, switches, and other associated equipment. "Traffic Signal Fiber Optic Interconnect Equipment" shall specifically exclude "Traffic Signals" and "Traffic Signal Control Equipment" as defined by this Agreement.

4. **Interpretation.**

This Agreement shall be interpreted in accordance with the following:

(A) The doctrine of interpretation of ambiguities against the drafting party (contra proferentem) shall not apply because the Parties jointly negotiated and drafted the Agreement.

(B) The preferred interpretation of this Agreement by the Parties and by any arbiter, mediator, or court enlisted to aid in resolving disputes between the Parties shall be the interpretation that:

- best permits a coordinated and logical flow of vehicular traffic between the Town and the County without creating a bias of traffic flow for or against any one Party's jurisdiction; and
- best enables the arterial roadways to function as if operated by a single jurisdiction applying commonly accepted professional standards and principles for managing traffic and public rights-of-way management; and

- best advances equity in the allocation of benefits and detriments between the Parties; and
- best recognizes that the Parties each rely upon the arterial roadways to serve important commercial and business opportunities and that the scheduling of changes in the operation of traffic signals should be jointly planned and undertaken.

5. **Good Faith.**

This Agreement shall be governed by a covenant of good faith and fair dealing. In furtherance of this covenant, the Parties agrees to the following principles:

(A) Reasonably communicate with and inform the other Party regarding actions and activities undertaken in its jurisdiction that will or may directly affect the maintenance, and operation of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment, including, by way of example, but not limited to: planned and emergency maintenance or repair activities; temporary lane or access closures and rerouting of traffic; seasonal and temporary traffic management plans; or changes to traffic responsive algorithms.

(B) Provide reasonable opportunities for the other Party to participate in or comment upon the planning of modifications to Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment.

(C) Provide reasonable notice to the other Party regarding observed or anticipated conflicts or misunderstandings between the Parties, need for clarification or interpretation of the terms and conditions of this Agreement or anticipated deficiencies in performance, including, but not limited to actual or anticipated budgetary shortfalls or appropriation decisions that might impair a Party's continued performance of obligations under this Agreement.

(D) Where Consent is requested by a Party in accordance with this Agreement, such Consent shall not be unreasonably withheld or denied. In the event a Party elects to withhold or deny Consent, the Party shall promptly communicate the reason(s) for such decision to the other Party and the Party shall endeavor to also provide recommendations, conditions, or alternatives that would cause the Party to Consent to the request.

6. **Ownership.**

Nothing in this Agreement is intended to affect, convey, or otherwise transfer any present ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. It is the intent of this Agreement that each Party's right, title, and interest shall remain the same upon the termination or expiration of this Agreement as that right, title and interest existed prior to the Effective Date of this Agreement as to which there is disagreement which is deemed resolved by this Agreement for so long as it remains in effect, unless otherwise agreed in writing by the Parties. To this end, a Party's presently possessed right, title, and interest in the ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall remain unaffected by: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance,

operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. In the event this Agreement is terminated, expires, or is invalidated for any reason whatsoever, the Parties agree that this Agreement, a Party's payment or any investment, cost, or expense in the repair, maintenance, operation, management, control, insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment or any other event, action, or conduct of a Party or the Parties subsequent to the Effective Date of this Agreement shall not be offered, tendered, or used in any manner to evidence or support any argument or legal theory by either Party alleging a transfer of ownership, jurisdiction, control or otherwise by the Parties to each other in the Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. Moreover, it is the Parties' intent and a material provision of this Agreement that any judicial review of the issue of ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall not consider or take into account: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. This provision shall survive any termination, expiration, or invalidation of this Agreement.

7. **Town Responsibilities.**

The Town has estimated the total cost of the traffic signal maintenance and operation and is prepared to accept the County funding for said work.

Any reconstruction, modification, or improvement initiated by the Town or performed as a result of a Town project shall be included in the maintenance provided by the Town.

The Town shall provide all necessary inspection and maintenance services, respond to malfunctions, and replace Traffic Signal Control Equipment, for the traffic signals identified in this agreement, including but not limited to the following:

- Each signal lens operating and visible
- Signal timing is operating as programmed
- Controller and cabinet are clean and in good repair
- Communication to the signal is connected and operating within the Town's signal system framework
- Vehicle detection is operating properly
- All video detection camera lenses are clean
- All luminaires attached to signal structure are operating
- Uninterrupted power supply testing
- Signal conflict monitor testing.
- Contracted emergency response and equipment replacement

The Town shall remedy any defects in these items within 24 hours. Defects and remediation shall be documented and kept on file at the Town and copied to the County.

The Town shall not be responsible for catastrophic/major maintenance of Douglas County's Traffic Signals, Traffic Signal Control Equipment and Traffic Signal Fiber Optic Interconnect Equipment infrastructure. Examples of catastrophic/major maintenance include, but are not limited to, replacement of traffic signal poles, mast arms, and/or replacement of a traffic signal cabinet due to vehicle damage.

The Town shall have on hand a replacement traffic signal controller necessary to restore a traffic signal control cabinet if a catastrophic event occurs.

The Town shall install their own cabinet lock and provide a key to the County.

The Town shall return all original equipment to the County.

The Town shall consult with the County regarding any changes to mast arm loading and document that the traffic signal structure can adequately accommodate the proposed changes.

By December 31st each year, the Town shall provide an annual summary of the maintenance performed for which payment is requested and shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific traffic signals such services were performed.

If the Town fails to satisfactorily perform the maintenance services or if the annual summary submitted by the Town does not adequately document the payment requested, after notice thereof from the County, the County may deduct and retain a proportionate amount from the annual payment, based on the negotiated rate, for that traffic signal.

8. **County Responsibilities.**

The County has estimated the total cost of the traffic signal maintenance and operation and agrees to financially compensate the Town for said work.

The County shall be responsible for catastrophic/major maintenance of Douglas County's Traffic Signals, Traffic Signal Control Equipment and Traffic Signal Fiber Optic Interconnect Equipment infrastructure. Examples of catastrophic/major maintenance include, but are not limited to, replacement of traffic signal poles, mast arms, and/or replacement of a traffic signal cabinet due to vehicle damage.

Any reconstruction, modification, or improvement initiated by the County or performed as a result of a County project shall be paid for separately by the County.

The County shall perform structural inspection of overhead signal structural elements and their supports according to their current established schedule.

The County shall be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement.

The County shall be responsible for monthly payment of electrical service.

By December 31st each year, the County shall compensate the Town \$3,840.00 per signal for the prior year of maintenance.

9. **Remedies.**

The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

10. **Notice.**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Town of Parker
20120 E Mainstreet
Parker, CO 80138
Attention: Director of Public Works/ Engineering
twilliams@parkeronline.org

With an electronic copy sent to Legal@parkeronline.org

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Director of Public Works Engineering
jherman@douglas.co.us

With an electronic copy sent to attorney@douglas.co.us

11. **Appropriation.**

Pursuant to section 29-1-110, C.R.S., any financial obligations of the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

12. **Additional Documents.**

The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

13. **Colorado Law.**

The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

14. **Separate Entities.**

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

15. **No Third-Party Beneficiaries.**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

16. **No Waiver of Governmental Immunity Act.**

The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the Town, its council members, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the Town.

17. **Entirety.**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

18. **Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

19. **Modification.**

This Agreement may only be modified upon written agreement signed by the Parties.

20. **No Waiver.**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

21. **Assignment.**

Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

22. **Survival.**

Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

23. **Agreement Controls.**

In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

24. **Force Majeure.**

Neither the County nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

25. **Authority.**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the County and bind their respective entities.

26. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[signature page follows]

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

TOWN OF PARKER COLORADO

Jeff Toborg, Mayor

ATTEST:

APPROVED AS TO FORM:

Chris Vanderpool, Town Clerk

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY**

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Kristin Randlett,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance



Request for Town Council Action

Date: March 7, 2022

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.91.8 – First Reading**
A Bill for an Ordinance to Amend Section 11.02.050 of the Parker Municipal Code Concerning Amendments to the Parker Residential Code for One- and Two-Family Dwellings Building Code Related to Secondary Family Space
Department: Town Attorney, Jim Maloney
Second March 21, 2022
Reading:

EXECUTIVE SUMMARY

Prior to December of 2014, the Town's Building Code did not permit the installation of cooking facilities in separate locations within a single-family detached home without the required firewall. On December 1, 2014, Town Council approved Ordinance No. 4.91.4 to allow additional cooking facilities located within an existing single-family, detached home (the "2014 Ordinance") as part of a "secondary family space." The purpose of this amendment to the 2014 Ordinance is to clarify that the secondary family space is only allowed in the basement, and the secondary family space cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family detached dwelling, when initially constructed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the Town's Building Code, dwelling units in two-family dwellings must be separated from each other by a wall and/or floor assemblies having not less than a one-hour fire-resistance rating. A dwelling unit is defined as a single unit providing complete independent living facilities for living, sleeping, eating, cooking and sanitation. If, for example, a dwelling unit contains cooking facilities in separate locations within a single dwelling unit, the building code treats these separate locations as constituting two separate dwelling units, requiring the construction of the firewall described above. As a result, the owner of a single-family home is not allowed to install cooking facilities in separate locations without the required fire wall.

In 2014, Town Council discussed the possibility of allowing cooking facilities in separate locations within an existing single-family, detached home without the required firewall, subject

to addressing the following two (2) challenges with this concept. The first challenge is public safety in the absence of a firewall. The second challenge is avoiding the situation where separate cooking facilities in a single-family, detached home would open the door to allowing accessory dwelling units in residential areas where the zoning only allows single-family, detached homes (and conversely prohibits attached homes). After much discussion, the Town Council decided to move forward with the concept, but specifically directed that this concept would not be used as an opportunity to establish an accessory dwelling unit, which would violate the zoning in residential areas that only permit single-family, detached homes.

The Town Council approved the 2014 Ordinance to allow additional cooking facilities located within an existing single-family, detached home. The area within a single-family, detached home that contained the additional cooking facilities is described in the 2014 Ordinance as a “secondary family space.” The 2014 Ordinance provides that (1) the occupants of the secondary family space and the occupants of the primary dwelling unit live together as a single household unit, which is not rented or locked off from the principal dwelling unit; (2) there is no more than one secondary family space contained within a single-family, detached dwelling; (3) the secondary space is not larger than 40% of the principal dwelling unit, including the basement; and (4) the owner(s) of the single-family, detached dwelling sign a declaration of restrictions, which is recorded in the real estate records of Douglas County to put future owners on notice of the restrictions associated with the secondary family space.

The purpose of this amendment to the 2014 Ordinance is to clarify that the secondary family space is only allowed in the basement, and that the secondary family space cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family, detached dwelling, when initially constructed.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 4.91.8

RECOMMENDED MOTION

I move to approve Ordinance No. 4.91.8 on first reading and to schedule second reading for March 21, 2022, as part of the consent agenda.

ORDINANCE NO. 4.91.8, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.02.050 OF THE PARKER MUNICIPAL CODE CONCERNING AMENDMENTS TO THE PARKER RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS BUILDING CODE RELATED TO SECONDARY FAMILY SPACE

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

Section 1. Section 11.02.050 of the Parker Municipal Code is amended to read as follows:

11.02.050 Amendments.

The International Residential Code for One- and Two-Family Dwellings, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Residential Code for One- and Two-Family Dwellings):

* * *

(5) Amend Section R202, Definitions, to add two new definitions to read:

"Building face. The outer most point of the wall cladding, exclusive of door, window trim or similar exterior trim.

"Secondary Family Space. A secondary Dwelling Unit located **inside in the basement of** a single-family, detached dwelling whose occupants and the occupants of the principal dwelling unit live together as a single-household unit and which is neither rented nor locked off from the principal dwelling unit. This is not an accessory dwelling unit."

* * *

(8) Delete Table R302.1(1), Exterior Walls, and replace with:

"Table R302.1(1) Exterior Walls			
"EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the International Building code with exposure from both sides	< 5 feet ¹
	(Not fire-resistance rated)	0 hours	≥ 5 feet ⁺
Projections	(Fire-resistance rated)	1 hour on the underside or heavy timber, or fire-retardant-treated wood. ^{1,2}	≥ 2 feet and < 5 feet
	Not Allowed	NA	<2 feet

		(Not fire-resistance rated)	0 hours	≥ 5 feet ²
Openings		Not allowed	N/A	< 3 feet
		25% Maximum of Wall Area	0 hours	≥ 3 feet and < 5 feet
		Unlimited	0 hours	≥ 5 feet
Penetrations		All	Comply with Section R302.4	< 3 feet
			None required	≥ 3 feet
		"N/A = Not Applicable.		
"1 Fire separation distance of 3 feet can be used if the exterior wall cladding and trim is of noncombustible material (refer to Section R202 for definition of noncombustible <u>and meets ASTM E136</u>).				
"2 Fire separation distance of 3 feet can be used if the soffit cladding and faeia-fascia board is of noncombustible material (refer to Section R202 for definition of noncombustible <u>and meets ASTM E136</u>)." <u> Openings are not allowed in the soffits and fire blocking must be provided from the wall top plate to the underside of the roof sheathing.</u>				

(9) Amend R302.3 by the addition of a new exception to provide as follows:

"3. *Secondary Family Space* that comply with Section R302.3.2."

(10) Amend R302.3 to add a new Subsection R302.3.2 to provide as follows:

"R302.3.2 Secondary Family Space. The dwelling unit separation specified in Section R302.3 is not required where all of the following apply:

1. No more than one (1) *Secondary Family Space* is allowed within a single-family, detached dwelling.

2. The *Secondary Family Space* cannot be larger than 40% of the main dwelling unit, including the basement, based on the original square footage of the single-family, detached dwelling, when initially constructed.

3. Prior to the issuance of a building permit for a *Secondary Family Space*, the property owner shall provide an original signed and notarized declaration of restrictions in a form acceptable to the Chief Building Official and Town Attorney, in which the property owner(s) shall acknowledge and agree to the building code requirements for maintaining a *Secondary Family Space* within a single-family, detached dwelling, to be recorded by the Chief Building Official with the Douglas County Clerk and Recorder's Office to put prospective purchasers of the real property that is the subject of the building permit on notice of the declaration of restrictions. The declaration of restrictions shall contain the following:

a. The *Secondary Family Space* shall be in effect only so long as either the principle residence, or the *Secondary Family Space* located within the principle residence, is occupied by the owner of record as their principal residence.

b. The principle residence and the *Secondary Family Space* shall not be rented.

c. The occupants of the principle residence and the *Secondary Family Space* shall be related by blood or marriage.

d. Access between the principle residence and the *Secondary Family Space* shall remain and doors within the access shall not have a locking ~~device~~ device.

e. Access to inspect the principal residence and/or the *Secondary Family Space* shall be granted to the Chief Building Official if there is a reasonable suspicion that there is a violation of the declaration of restrictions.

f. Any improvements made to the *Secondary Family Space* under the building permit issued by the Town shall be removed if there is a violation of the declaration of restrictions, which remedy is not exclusive under the Code.

g. The declaration of restrictions are binding upon any successor in ownership of the property.

* * *

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 7, 2022

Submitted By: Jennifer Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.553.1 - First Reading**
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jennifer Campbell
Second March 21, 2021
Reading:

EXECUTIVE SUMMARY

This item is a revision to the 2022 annual budget. Details of the revision are included in Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year are submitted to Council for consideration several times per year, as needed.

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They include multi-year capital projects for which the full project cost is budgeted in the first year. Supplemental amendments consist of additional or new appropriation requests that were not anticipated at the time when the budget was developed.

Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. In the case of carryover requests, the available cash from the previous year is the source of funding. For supplemental amendments, new revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$9,000	\$1,059,367	\$1,068,367	\$ -	\$1,068,367
Parks and Recreation Fund	905,000	4,205,240	5,110,240	-	5,110,240
Law Enforcement Assistance Fund	3,500	-	3,500	3,500	-
	-				
Cultural Fund		107,628	107,628	-	107,628
Recreation Fund	-	434,075	434,075	-	434,075
Public Improvements Fund	-	24,261,607	24,261,607	-	24,261,607
Stormwater Fund	-	4,825,014	4,825,014	-	4,825,014
Fleet Services Fund	-	220,383	220,383	-	220,383
Total all funds	\$917,500	\$35,113,314	\$36,030,814	\$3,500	\$36,027,314

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.553.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.553.1 on first reading and schedule the second reading for March 21, 2022, as part of the consent agenda.

ORDINANCE NO. 1.553.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2022 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 2022 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

2022 Revised Budget Ordinance 1.553.1

1st Reading

March 7, 2022

2nd Reading

March 21, 2022

	Revision	2022 Revised Budget
General Fund		
Beginning fund balance (unaudited)		\$ 22,067,644
Revenue		67,685,739
Revenue revision	-	-
Total revised revenue		67,685,739
Total available		89,753,383
Expenditures		70,538,442
2021 Carryover	1,059,367	
Supplemental appropriation	9,000	
Total expenditure revision		1,068,367
Total revised expenditures		71,606,809
Ending fund balance		\$ 18,146,574
Parks and Recreation Fund		
Beginning fund balance (unaudited)		\$ 18,302,397
Revenue		12,207,184
Revenue revision	-	-
Total revised revenue		12,207,184
Total available		30,509,581
Expenditures		11,386,910
2021 Carryover	4,205,240	
Supplemental appropriation	905,000	
Total expenditure revision		5,110,240
Total revised expenditures		16,497,150
Ending fund balance		\$ 14,012,431

2022 Revised Budget Ordinance 1.553.1

1st Reading

March 7, 2022

2nd Reading

March 21, 2022

	Revision	2022 Revised Budget
Law Enforcement Assistance Fund		
Beginning fund balance (unaudited)		\$ 69,637
Revenue		107,460
Revenue revision	3,500	3,500
Total revised revenue		110,960
Total available		180,597
Expenditures		166,361
2021 Carryover	-	
Supplemental appropriation	3,500	
Total expenditure revision		3,500
Total revised expenditures		169,861
Ending fund balance		\$ 10,736
Cultural Fund		
Beginning fund balance (unaudited)		\$ 772,179
Revenue		6,429,812
Revenue revision	-	-
Total revised revenue		6,429,812
Total available		7,201,991
Expenditures		5,893,280
2021 Carryover	107,628	
Supplemental appropriation	-	
Total expenditure revisions		107,628
Total revised expenditures		6,000,908
Ending fund balance		\$ 1,201,083

2022 Revised Budget Ordinance 1.553.1

1st Reading

March 7, 2022

2nd Reading

March 21, 2022

	Revision	2022 Revised Budget
Recreation Fund		
Beginning fund balance (unaudited)		\$ 1,063,053
Revenue		10,956,500
Revenue revision	-	-
Total revised revenue		10,956,500
Total available		12,019,553
Expenditures		9,771,923
2021 Carryover	434,075	
Supplemental appropriation	-	
Total expenditure revisions		434,075
Total revised expenditures		10,205,998
Ending fund balance		\$ 1,813,555
Public Improvements Fund		
Beginning fund balance (unaudited)		\$ 46,954,714
Revenue		16,722,634
Revenue revision	-	-
Total revised revenue		16,722,634
Total available		63,677,348
Expenditures		13,165,000
2021 Carryover	24,261,607	
Supplemental appropriation	-	
Total expenditure revisions		24,261,607
Total revised expenditures		37,426,607
Ending fund balance		\$ 26,250,741

2022 Revised Budget Ordinance 1.553.1

1st Reading

March 7, 2022

2nd Reading

March 21, 2022

	Revision	2022 Revised Budget
Stormwater Utility Fund		
Beginning fund balance (unaudited)		\$ 10,008,490
Revenue		9,791,240
Revenue revision	-	-
Total revised revenue		9,791,240
Total available		19,799,730
Expenditures		12,233,204
2021 Carryover	4,825,014	
Supplemental appropriation	-	
Total expenditure revisions		4,825,014
Total revised expenditures		17,058,218
Ending fund balance		\$ 2,741,512
Fleet Services Fund		
Beginning fund balance (unaudited)		\$ 2,327,850
Revenue		2,988,150
Revenue revision	-	-
Total revised revenue		2,988,150
Total available		5,316,000
Expenditures		2,544,648
2021 Carryover	220,383	
Supplemental appropriation	-	
Total expenditure revisions		220,383
Total revised expenditures		2,765,031
Ending fund balance		\$ 2,550,969

Town of Parker**Exhibit A****Summary of Revisions to 2022 Budget Ordinance 1.553.1**

1st reading 03/07/2022

2nd reading 03/21/2022

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 9,000	\$ 1,059,367	\$ 1,068,367	\$ -	\$ 1,068,367
Parks and Recreation Fund	905,000	4,205,240	5,110,240	-	5,110,240
Law Enforcement Assistance Fund	3,500	-	3,500	3,500	-
Cultural Fund	-	107,628	107,628	-	107,628
Recreation Fund	-	434,075	434,075	-	434,075
Public Improvements Fund	-	24,261,607	24,261,607	-	24,261,607
Stormwater Fund	-	4,825,014	4,825,014	-	4,825,014
Fleet Services Fund	-	220,383	220,383	-	220,383
Total all funds	<u>\$ 917,500</u>	<u>\$ 35,113,314</u>	<u>\$ 36,030,814</u>	<u>\$ 3,500</u>	<u>\$ 36,027,314</u>

Town of Parker**Exhibit A****Detail of Carryover Revisions to 2022 Budget**

1st reading 03/07/2022

2nd reading 03/21/2022

Description	Amount
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General Fund

Parks Design Manual (Community Development Portion)	30,000
Parker 2035 Demographics	25,000
Parker and Pine Sub Area Plan	7,000
Bike and Ped Master Plan	1,120
Land Development Ordinance	170,521
Zoning Map	8,400
Town Hall Boiler	5,000
Facilities Master Plan	75,000
Quartermaster Software	12,500
Drone/UAV	10,395
FARO scanner training expenses	9,325
License Plate Readers (Vigilant)	42,760
Citation Conversion Project	19,150
Audio/Visual System Upgrade	155,000
Hess Bridge Rail Rehabilitation Project	177,694
Parker Downtown Circulation Improvements	63,925
Traffic Operations Center Computer Equipment	1,500
Trafficware Sychro Software	5,256
Parker Responsive Traffic Signal System Engineering Services	37,500
Traffic Counts	10700
LED Fixtures*	27,888
LED Fixtures*	67,977
Traffic Signal Cabinet(s)	30,756
Traffic Signal System Servers	15,000
UPS system and batteries	25,000
Shade structure at the Recreation Center Pickleball Courts	25,000
Total General Fund carryover revision	\$1,059,367

Parks and Recreation Fund

H2O Renovation Project	114,871
O'Brien Park Improvements	68,377
Site Signage	45,000
Cherry Creek Soft Surface Trail	157,511
High Plains Trail Connection	2,292,502
Rowley Downs Trail Connection	405,000
EW Trail Undercrossing at Jordan Road	175,000
Trail Corr Latigo-Canterberry	483,340
Lemon Gulch Trail	463,638
Total Parks and Recreation Fund carryover revision	\$4,205,240

Town of Parker**Exhibit A****Detail of Carryover Revisions to 2022 Budget**

1st reading 03/07/2022

2nd reading 03/21/2022

Description	Amount
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Cultural Fund

PACE Marquee Sign Replacement	36,303
Budgeted scholarship funds from 2021	3,200
Schoolhouse Plaza and South Patio Fencing	50,000
Schoolhouse Theatre Projector and Screen	18,125
Total Cultural Fund carryover revision	\$107,628

Recreation Fund

Recreation Center Office Furniture	11,460
Pool Dehumidification Unit	310,686
Recreation Center PA System	31,000
Rink Repainting	5,929
ADA Player Bench Upgrades	75,000
Total Recreation Fund carryover revision	\$434,075

Public Improvement Fund

Signal - Parkglenn/Parker Road	66,600
Signal - Jordan/Parkerhouse	450,000
Parker Road Responsive Signal System	518,100
Signal-Chambers/Crowfoot/Bayou Gulch	5,000
Signal-Motsenbocker/French Creek	108,300
Signal-Chambers/Red Sky	49,115
Street Reconstruction Projects	50,000
Roadway Safety Enhancements	31,296
Parker Road Sidewalk Project	1,064,494
Town-Wide Sign Program	152,758
Jordan Road Widening - To Hess Road	66,887
Lincoln Widening - Keystone to Parker Road	427,217
Hess - Motsenbocker Projects	1,538,099
Drans Motts Todd Roadway Alignment	31,913
North Parker Road Improvements	653,054
Mainstreet Safety & Circulation Improvements	1,277,156
SW Parker Road & Mainstreet	85,000
Parker Road Sidewalk - Village Inn to Sulphur Gulch	236,755
Motsenbocker Widening - Clarke Farms to Todd Drive	46,581

Town of Parker**Exhibit A****Detail of Carryover Revisions to 2022 Budget**

1st reading 03/07/2022

2nd reading 03/21/2022

Description	Amount
Cottonwood Drive Widening - Jordan to Cherry Creek	3,087,573
Mainstreet North Side Sidewalk	34,000
J Morgan Extension	38,613
Kings Point Way	197,800
Parker Road/20-Mile/E-470 Mobility	224,800
Dransfeldt Extension - South of 20-Mile Road	28,394
Pikes Peak Drive Sidewalk Improvement - Sulphur Gulch Bridge to Mainstreet	200,000
Pikes Peak Avenue	300,000
Power Line Undergrounding	1,113,600
Mainstreet Safety & Circulation	1,304,791
Mainstreet Beautification (Twenty Mile to Dransfeldt)	1,484,515
South Edge O'Brien Park/Mainstreet	599,450
Mainstreet/Twenty-Mile Turn Lanes	1,559,383
Pikes Peak Drive Sidewalk Sulphur Gulch Bridge to Mainstreet	2,908,826
Mainstreet North Sidewalk Pedestrian Improvements	1,349,611
Dransfeldt Widening Mainstreet to Pony Express	2,971,926
Total Public Improvement Fund carryover revision	\$24,261,607

Stormwater Fund

Cimarron Detention Pond Improvements	276,093
Cherry Creek at KOA	239,877
Newlin Gulch at Recreation Drive	200,000
West Stroh Gulch at Anthology North	4,000,000
Jordan Tributary and Detention Pond	109,044
Total Stormwater Fund carryover revision	\$4,825,014

Fleet Services Fund

2021 Ford F550	63,068
2021 Swapper hook, plow, hydraulic system	157,315
Fleet Services Fund carryover revision	\$220,383

Total carryover revision	\$35,113,314
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Detail of Supplemental Revisions to 2022 Budget

1st reading 03/07/2022

2nd reading 03/21/2022

Expenditures**General Fund**

Furniture for New Attorney	9,000
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Total General Fund expenditure supplemental revision	\$9,000
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Parks and Recreation Fund

O'Brien Park playground	400,000
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Harvie Open Space Access Improvements	350,000
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Lemon Gulch Trail	155,000
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Total Parks and Recreation Fund expenditure supplemental revision	\$905,000
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Law Enforcement Assistance

Grant Funded Victim Services Software	3,500
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Total Law Enforcement Assistance Fund expenditure supplemental revision	\$3,500
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Total expenditure supplemental revision	\$917,500
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Revenues**Law Enforcement Assistance Fund**

Grant Funds for Victim Services Software	3,500
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Total Law Enforcement Assistance Fund revenue supplemental revision	\$3,500
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Total revenue supplemental revision	\$3,500
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Request for Town Council Action

Date: March 7, 2022

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.347 - First Reading**
A Bill for an Ordinance to Approve the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Department: Town Attorney, Jim Maloney
Second Reading: March 21, 2022

EXECUTIVE SUMMARY

The American Rescue Plan Act of 2021 (the “Act”) was signed into law on March 1, 2021, Under the Act, the Town of Parker was allocated \$4.4 million (the “Town Funds”). In order to access the Town Funds the Town Council needs to approve the attached U.S. Department of the Treasury Coronavirus Recovery Fund Award Terms and Conditions (the “Town Funds Agreement”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Act was signed into law on March 1, 2021. Under the Act, the Town of Parker was allocated the Town Funds. The use of the Town Funds is limited to eligible uses (“Eligible Uses”) that are described in the Act and the regulations promulgated by the U.S. Department of the Treasury (the “Treasury”). In January of 2022, the Treasury issued the “Final Rule,” which goes into effect on April 1, 2022. The Final Rule authorizes the Town to use the Town Funds for government services by taking the “Standard Allowance” described in the Final Rule.

Government services include, but are not limited to, “construction of schools and hospitals; road building and maintenance and other infrastructure; health services; general government administration, staff, and administrative facilities; environmental remediation; and provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles).”

Restrictions on the use of the Town Funds for governmental services include reducing revenue by a tax reduction; pension funds; debt service; replenishing financial reserves (such as a rainy day fund); settlement and judgements; the construction of convention centers, stadiums, or large

capital projects intended for economic development or aid impacted industries; and projects that conflict with the purpose of the Act.

The Town Council will need to approve the Town Funds Agreement in order to access the Town Funds.

FINANCIAL IMPACT

The amount of the Town Funds is \$4.4 million.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.347

RECOMMENDED MOTION

I move to approve Ordinance No. 9.347 on first reading and to schedule second reading for March 21, 2022, as part of the consent agenda.

ORDINANCE NO. 9.347, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE U.S. DEPARTMENT OF TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

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 U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Town of Parker 20120 E Mainstreet Parker, Colorado 80138-7334	DUNS Number: 057846149 Taxpayer Identification Number: 742212090 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Town of Parker
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Request for Town Council Action

Date: March 7, 2022

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-013**
A Resolution to Appoint Members to the Investment Advisory Committee

Department: Finance Department, Mary Lou Brown

EXECUTIVE SUMMARY

The Investment Advisory Committee consists of a Councilmember, Town Finance Director, Town Administrator and two community financial professionals. One community financial professional's term expired December 31, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker's Investment Policy (the "Investment Policy") was adopted by the Town Council on July 7, 2015, through Resolution No. 15-031. Pursuant to the Investment Policy, the Town maintains an Investment Advisory Committee (the "Committee") which consists of "the Mayor or a Councilmember appointed by the Mayor and ratified by Town Council, the Town Finance Director, the Town Administrator and two financial professionals."

On December 31, 2021, the term of member Rufat Garalov ended. A request for citizen interest was posted through the Town's communications tools and six letters of interest/resumes were received. Councilmembers Josh Rivero and Todd Hendreks interviewed the interested parties and recommended reappointing Mr. Garalov to the Committee based on his outstanding qualifications and experience. Mr. Garalov's term would end on December 31, 2025.

FINANCIAL IMPACT

There is no direct financial impact of this action. The Committee provides an oversight function related to the working capital investments of the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 22-013

RECOMMENDED MOTION

I move to approve Resolution No. 22-013, as part of the consent agenda.

RESOLUTION NO. 22-013, Series of 2022

**TITLE: A RESOLUTION TO APPOINT MEMBERS TO THE INVESTMENT
ADVISORY COMMITTEE**

WHEREAS, the term of one (1) regular member expired on December 31, 2021;

WHEREAS, the Town Council desires to appoint one (1) regular member for the 4-year term that began January 1, 2022, to the Committee; and

WHEREAS, the Town Council desires to ratify the Councilmember appointment.

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

Section 1. The Town Council of the Town of Parker hereby appoints one (1) regular member to the Committee for the term ending December 31, 2025, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby ratifies the Councilmember appointment, for the term ending December 31, 2023, as described in Exhibit A.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

1. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2023.

Robert Agan

2. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2025.

Rufat Garalov

3. Town Councilmember for a term up to and including December 31, 2023.

John Diak



Request for Town Council Action

Date: March 7, 2022

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Fleet Replacement - Swap Loader with Plow**

Amount: **\$225,486.00**

Contractor: **OJ Watson**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town's Fleet Management is requesting authorization to procure the upfit of a cab and chassis with a swap loader configured box and snowplow system. This contracted purchase includes three major sections. 1) The purchase and attachment of a swap-loader system on the chassis being purchased through a separate contract already approved by Council. 2) The purchase and installation of a plow system to the same cab and chassis. This plow system includes an eleven foot (11') front plow and a nine foot (9') mid-mounted wing plow. 3) The purchase and installation of a fifteen foot (15') V-Box combo unit for material handling during snow events. The contract for these purchases is in accordance with the competitively bid contract between OJ Watson and the City and County of Denver contract number SC-00003211.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies.

The Town's Fleet Replacement Policy states that:

"It is the policy of the Town to equip staff with the tools needed to provide services to our citizens in a professional, competent and safe manner. Among the biggest "tools" in accomplishing this task are vehicles and other fleet equipment ("Fleet Unit"). In addition, these items represent a substantial financial investment and must be handled in the most economic manner, both in their operation and in maximizing their disposal value.

The purpose of this policy is to establish procedures to ensure that the decision to replace fleet is in the best interest of the Town, both financially and economically. This policy recognizes that

extending the life of the fleet beyond the proper time for replacement only shifts the funding of fleet from being capital to operational in nature, and may actually only increase expenses overall if repair costs surpass the cost to replace."

This policy recognizes that each Fleet Unit has a number of "lives."

- Service life – amount of time a unit is capable of rendering service
- Economic life – amount of time the unit's average total cost is at a minimum
- Technological life – amount of time the relative productivity of the unit is comparable to newer models

The following costs and other factors should also be considered in determining Fleet Unit replacement recommendations:

- Operation/maintenance costs
- Repair costs
- Parts availability
- Downtime
- Technological obsolescence
- Condition
- Safety

FINANCIAL IMPACT

This vehicle was identified as part of the 2022 fleet replacement plans and previously approved through the budget process. No additional financial impacts are anticipated.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 7, 2022

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Administrator

Title: **Traffic Control Truck with Crash Attenuator**

Amount: **\$152,205.84**

Contractor: **McCandless International**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Fleet Maintenance Division is seeking approval to proceed with the purchase of a traffic control truck with a crash attenuator system. This truck will provide for a safe operational capability for Town staff while performing maintenance around the Town's infrastructure. This purchase includes the cab and chassis and all attachment items as defined through a specification process. This is a capital purchase which was approved through the 2022 budget process and by Council.

This cab, chassis and body attachments will be purchased using the Colorado Department of Transportation's (CDOT) Award #31101623 with McCandless Truck Center LLC (based on CDOT Invitation to Bid # IFB 19-030 MMRFX - 7001063 for Class 8 Cab and Chassis Tandems to be acquired as needed over a three-year period).

The impact attenuator truck is a vital piece of safety equipment used by many Town departments that work on Parker's roadways. This truck includes a fold up cushion that will absorb the impact of a crash, protecting the driver and the workers. The truck will be outfitted with a flatbed and access stairs to store and to move large traffic control devices such as barricades. Having these devices pre-loaded allows Public Works to respond faster to emergency situations that may require road closures.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. As previously indicated, this purchase is being made through an existing competitively bid solution and is deemed to be a reasonable price point.

The Town's Fleet Replacement Policy provides that:

"It is the policy of the Town to equip staff with the tools needed to provide services to our citizens in a professional, competent and safe manner. Among the biggest “tools” in accomplishing this task are vehicles and other fleet equipment (“Fleet Unit”). In addition, these items represent a substantial financial investment and must be handled in the most economical manner, both in their operation and in maximizing their disposal value.

The purpose of this policy is to establish procedures to ensure that the decision to replace fleet is in the best interest of the Town, both financially and economically. This policy recognizes that extending the life of the fleet beyond the proper time for replacement only shifts the funding of fleet from being capital to operational in nature, and may actually only increase expenses overall if repair costs surpass the cost to replace."

This policy recognizes that each Fleet Unit has a number of “lives."

- Service life – amount of time a unit is capable of rendering service
- Economic life – amount of time the unit’s average total cost is at a minimum
- Technological life – amount of time the relative productivity of the unit is comparable to newer models

The following costs and other factors should also be considered in determining Fleet Unit replacement recommendations:

- Operation/maintenance costs
- Repair costs
- Parts availability
- Downtime
- Technological obsolescence
- Condition
- Safety

FINANCIAL IMPACT

Funding for this equipment was approved as part of the 2022 budget. The anticipated budget for this unit was set at \$190,000.00. There are no additional financial impacts anticipated.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 7, 2022

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement – Contract Modification**

Amount: **\$70,000**

Contractor: **Felsburg Holt & Ullevig**

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

EXECUTIVE SUMMARY

This item is to approve a contract modification with Felsburg Holt & Ullevig for the Parker Road (SH83) Multi-Use Trail (West Side) project in the amount of \$70,000 for a revised contract amount of \$184,685.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved the award for the Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement on July 12, 2021, for \$114,685 with Felsburg Holt & Ullevig (FHU). The FHU contract is for construction management, inspection and material testing professional services needed for this capital improvement project. The capital improvement project consists of paving a multi-use trail/sidewalk on the west side of Parker Road from just south of Twenty Mile Road to just north of Hess Road.

The project originally had an October 29, 2021 completion date. However, due to COVID related impacts such as material supply chain issues related to procuring lumber, utility conflicts, and labor shortages, the completion date will extend into March. Consequently, Felsburg Holt & Ullevig's construction management, inspection, and testing services have been extended as well and additional funding is needed to complete the project. The additional professional services needed are estimated at \$70,000. A contract modification is needed to revise the existing contract which will result in a revised contract amount of \$184,685.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Streets Capital Improvements Projects (301-4310) fund.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 7, 2022

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ESRI Small Municipal and County Government Enterprise Agreement**

Amount: **\$106,700.00**

Contractor: **ESRI**

Department: **Finance/Information Technology, Matt Lynch**

EXECUTIVE SUMMARY

ESRI SGEA is a 3-year agreement that will grant the Town access to ESRI term license software. This software is required to continue to apply GIS technology to many operational and technical areas within the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The ESRI SGEA will provide numerous benefits to the Town including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

Due to the increased use of GIS technology by almost all departments throughout the Town, the IT division recommends utilizing the ESRI SGEA to make sure we are able to continue to provide GIS services into the future.

FINANCIAL IMPACT

The total contract value is \$106,700.00 over a 3-year period. The break out for the three years is as follows:

Year 1 = \$19,000

Year 2 = \$32,000

Year 3 = \$55,000

Additionally, should the Town decide to renew the EA beyond three years, the cost will be ~\$55,000 per year. The reason for the reduced cost in years 1 and 2, is to ease organizations into their new pricing model.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 7, 2022

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director
Alex Mestdagh, Engineering Service Manager
Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **ANTHOLOGY NORTH - Segments 1b/1c Preliminary Plan**

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.: SUB20-030

EXECUTIVE SUMMARY

The subject applications are for the Anthology North Planned Development (PD) located in the southwestern section of the Town. The applicant, E5X Management, is advancing their Segment 1 residential development proposal and has submitted Preliminary Plan applications for Segments 1B and 1C incorporating a total of 860 detached single-family lots, 72 attached single-family (townhome) lots, 106 attached single-family (duplex) lots, parks with a total area of 9.35 acres and open space with a total area of 60.5 acres.

The Town Council, in reviewing this request, shall consider the following factors in its evaluation and decision:

1. **Consistency with Master Plan:** The proposed subdivision is consistent with the goals and policies of the Parker 2035 Master Plan including the General Land Use Plan.
2. **Consistency with Land Development Ordinance and Other Standards Established by Town:** The proposed subdivision complies with the Town's Land Development Ordinance and all other provisions of this Title, the Stormwater Drainage and Environmental Criteria Manual and the Roadway Design and Construction Criteria Manual as well as other applicable standards adopted by the Town.
3. **Consistency with Zone District Standards or Planned Development Guide, if applicable:** The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.

4. **Previous Plans:** All conditions of the previous plan have been met. The Preliminary Plans are in substantial conformance with the approved Sketch Plan.
5. **Public Notice Requirements:** The applicant has demonstrated that all public notice requirements have been met.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The Anthology North PD is located in the southwestern section of Town to the south of Hess Road, north of the Hess Ranch/Looking Glass PD, west of Motsenbocker Road and east of Rueter-Hess Reservoir. The subject property is currently undeveloped and has a total area of approximately 966 acres or 1.5 square miles. It is the largest remaining development site in the Town along with the Hess Ranch/Looking Glass PD immediately to the south.

On May 23, 2019, the Town Council approved a Partial Waiver Resolution, that among its multiple provisions, allows the Anthology North property owner and their partners to phase the development into three (3) Segments including Segment 1 being structured as Segments 1A, 1B and 1C. The Partial Waiver Resolution also allows the property owner and their partners to defer certain requirements for public improvements and coordinate them with development applications for each of the three (3) Segments.

On August 2, 2021, the applicant obtained Town Council approval for the required Sketch Plan encompassing all of Segment 1 and a Preliminary Plan for Segment 1A within it. The approved Sketch Plan for Anthology North Segment 1 serves as the framework for the entirety of this phase and incorporates a total development yield of 1,532 residential lots, 44.19 acres of parks, and 109.33 acres of open space with supporting road and stormwater infrastructure. The proposed Preliminary Plans for Segment 1B and 1C are an element of the approved Segment 1 Sketch Plan and incorporate a total of 860 detached single-family residential lots, 72 attached (townhome) residential lots, 106 attached (duplex) residential lots, 9.35 acres of parks and 60.5 acres of open space. The proposed Preliminary Plans for Segment 1B and 1C align with the approved Segment 1 Sketch Plan (as does previously approved Segment 1A).

The Town Council approval of the proposed Preliminary Plans for Segment 1B and 1C would advance the project design, but does not formally create lots and supporting improvements. Instead, Council approval of the Preliminary Plans will enable the applicant to proceed to final design and prepare final plats consistent with the approved Sketch and Preliminary Plans. The final plats, when approved, will be filed/recorded with Douglas County once all required security for public improvements have been provided to create official lots of record and trigger the required construction of supporting improvements such as roads, stormwater infrastructure and parks.

In addition to the proposed Preliminary Plans for Segment 1B and 1C, the applicant is also requesting a further amendment to the Annexation Agreement and the Partial Waiver Resolution that was approved by the Town Council on May 23, 2019. As the Council may recall, it approved Resolution No. 21-022.1 on November 1, 2021, and amended the Annexation

Agreement to incorporate the agreement between the Town and the property owner for their development partner E5X Management to advance the construction of Chambers Road in its full extent/final design through the Anthology North PD. The new requested amendment to the Annexation Agreement and the Partial Waiver Resolution would defer the construction of the required multi-use sidewalk on the west side of Chambers Road to a future date when the property owner and their development partner obtain approval for and begin development on the west side of Chambers Road in Segments 2 or 3. Staff supports this request because:

- The multi-use sidewalk on the west side of Chambers Road will be most necessary when the land west of the road is developed as part of Segments 2 or 3 in the future. The Segment 1 (1A, 1B and 1C) residential development is located east of Chambers Road and will be served by a multi-use sidewalk along the east side of the road to be constructed with these initial phases of development.
- The deferral of construction of the multi-use sidewalk on the west side of Chambers Road will allow the property owner and their development partner to pursue a more thoughtful approach to the sidewalk by coordinating its planning, design and construction with the adjacent residential development and making good use of the 100-foot wide buffer between the roadway and adjacent residential Planning Areas. This approach would enable staff to work with the applicant on a plan for the multi-use sidewalk incorporating a more natural, curvilinear design that takes advantage of grading, landscaping and opportunities for connections to adjacent residential neighborhoods.

If approved, the proposed amendment to the Annexation Agreement and the Partial Waiver Resolution would defer the construction of the multi-use sidewalk on the west side of Chambers Road until probationary acceptance of the public improvements associated with the first final plat within Segment 3. It would also require the property owner and their development partner to construct the sidewalk on the west side of Chambers Road adjacent to the commercially zoned Planning Area 18 between Hess Road and Great Plain Way should this property develop prior to Segment 3.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**SUPPORT AN
ACTIVE COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**

ATTACHMENTS

1. Vicinity Map
2. Fifth Amendment to Stroh Ranch Annexation
3. Resolution No. 22-014
4. Segment 1B and 1C Preliminary Plan

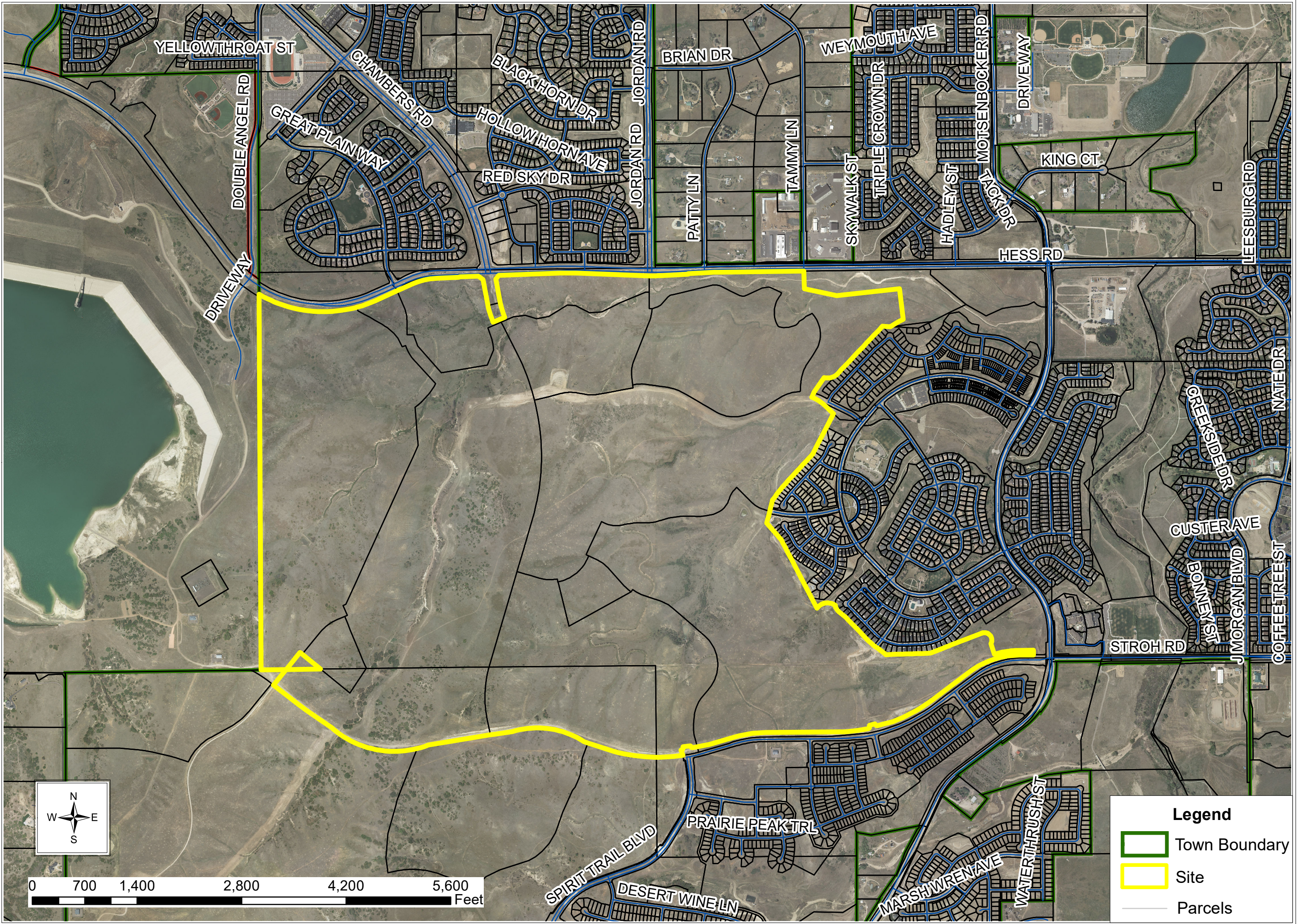
5. Segment 1B and 1C Landscape Plan
6. Planning Commission Staff Report
7. Neighborhood Meeting Response Memo

RECOMMENDED MOTION

1. I move to approve the submitted Anthology North Preliminary Plans for Segments 1B and 1C subject to the following condition: *The remaining comments provided by AzTec Consulting Inc. on January 14, 2022 shall be addressed with each associated final plat.*
2. I move to approve the Fifth Amendment to the Amended and Restated Stroh Ranch/Hess Annexation Agreement.
3. I move to approve Resolution No.22-014.

Anthology North Segment 1B and 1C

Sketch and Preliminary Plan



**FIFTH AMENDMENT TO AMENDED AND RESTATED STROH RANCH/HESS
ANNEXATION AGREEMENT
(NORTHERN PROPERTY)**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED STROH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY) (this “**Fifth Amendment**”) is voluntarily made and entered into this _____ day of _____, 2022, 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 “**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, 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, pursuant to a Third Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 16, 2020 (the “Third Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2020121826, and pursuant to a Fourth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 1, 2021 (the “Fourth Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2021135176. The Amended and Restated Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth 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 Town and the Property Owner desire to enter into this Fifth 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 Fifth Amendment as follows:

Section 1. Paragraph 12(a)(v)(1) of the Agreement is amended to provide as follows:

12. Construction of Roads.

(a) Design and Construction of Chambers Road. Chambers Road shall be designed and constructed as a principal arterial road and the Property Owner shall construct the full six (6) lane roadway section of Chambers Road, including auxiliary, acceleration and deceleration lanes, on the Northern Property. The final location of access points and separation between access points is subject to the Town of Parker Roadway Criteria Manual, as amended, and shall be in general conformance with the Development Plan.

* * *

(v) Construction. The Property Owner shall construct Chambers Road, as described in this Subparagraph, according to the following schedule:

(1) Construction. Prior to the release of the first building permit on the Northern Property, the Property Owner shall construct one-half (1/2) of the full principal arterial roadway section, including all necessary auxiliary, acceleration and deceleration lanes, of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive. No later than one year following the Town's probationary acceptance of the construction of the initial one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, the Property Owner shall complete and receive probationary acceptance for the remaining one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive and the full principal arterial roadway section of Chambers Road from the northern boundary of Planning Area 40 to the southern boundary of the Northern Property. Construction of the remaining portions of Chambers Road to Stroh Road shall be completed by others and the Northern Property shall have no responsibility for same. The Property Owner may defer construction of the sidewalk on the western side of Chambers Road from Hess Road to the southern boundary of the Northern Property; provided, however, such sidewalk shall be constructed prior to probationary acceptance of the public improvements associated with the first final plat in Segment 3, which includes Planning Areas 20 through 33, as described in the approved Anthology North Development Plan and Guide for the Northern Property; provided, further, if Planning Area 18 (as described in the approved Anthology North Development Plan and Guide) is platted prior to probationary acceptance of the public improvements associated with the

first final plat in Segment 3, the sidewalk on the western side of Chambers Road from Hess Road to Great Plain Way shall be constructed prior to probationary acceptance of the public improvements associated with the first final plat in Planning Area 18.

Section 2. 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, Third Amendment, the Fourth Amendment, and this Fifth Amendment.

Section 3. This Fifth 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 Fifth Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

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

**NORTH PARKER INVESTMENTS,
LLC**

By: Anthology Management L.L.C., its
manager

By: _____

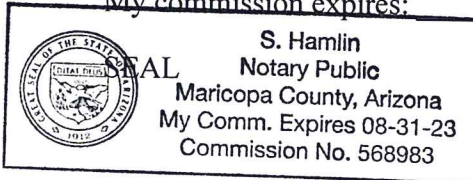
Scott Seldin, Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1st day of Feb,
2022, by Scott Seldin, as Member of Anthology Management L.L.C., manager of North Parker
Investments, LLC

My commission expires: _____

Aug 31, 2023



S. Hamlin
Notary Public

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

**ANTHOLOGY RECOVERY
ACQUISITION LLC, a Delaware limited
liability company**

By: _____
_____, Manager

STATE OF _____)
_____)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by _____, as Manager, of Anthology Recovery Acquisition, LLC.

My commission expires: _____.

SEAL

Notary Public

RESOLUTION NO. 22-014, Series of 2022

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 19-023, SERIES OF 2019, TO ALLOW, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, A PARTIAL WAIVER TO DEFER COMPLIANCE WITH CERTAIN REQUIREMENTS OF SECTIONS 13.07.060 AND 13.07.070 OF THE PARKER LAND DEVELOPMENT ORDINANCE AS AMENDED, ASSOCIATED WITH THE PROCESSING OF THE SKETCH AND PRELIMINARY PLAN FOR CERTAIN SEGMENTS OF THE REAL PROPERTY COMMONLY KNOWN AS THE ANTHOLOGY NORTH PROPERTY UNTIL THOSE SEGMENTS ARE READY FOR DEVELOPMENT

WHEREAS, the Town Council (the "Town") approved Resolution No. 19-023, Series of 2019, which was consented to by North Parker Investments, LLC (the "Property Owner"); and

WHEREAS, the Town amended Resolution No. 19-023, Series of 2019, with Resolution No. 21-022, Series of 2021, which was consented to by the Property Owner;

WHEREAS, the Town further amended Resolution No. 19-023, Series of 2019, with Resolution No. 21-022.1, Series of 2021, which was consented to by the Property Owner (as amended, the "Resolution")

WHEREAS, the Property Owner and the Town desire to amend the Resolution to the extent provided herein. concerning the development of the Property.

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

Section 1. The second Whereas clause on page 1 of the Resolution is amended to provide as follows:

WHEREAS, the Property Owner and the Town of Parker (the "Town") entered into the Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder's Office, which agreement was amended on November 26, 2014, again on September 21, 2015, again on November 16, 2020, and again on November 1, 2021 (as amended, the "Annexation Agreement"), concerning the development of the Property;

Section 2. The second Whereas clause on page 3 of the Resolution is amended to provide as follows:

WHEREAS, the Property Owner, as a condition to this partial waiver and deferral of the requirements contained in Sections 13.07.060 and 13.07.070 of the Code for Segments 2 and 3, will:

* * *

13.(a) construct one-half of Chambers Road (as set forth in the Annexation Agreement) from Hess Road to the northern boundary of Planning Area 40, prior to release of the first building permit on the Property;

(b) No later than one (1) year following the Town's probationary acceptance of the construction of the initial one-half of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, construct:

(i) one-half of Chambers Road (as set forth in the Annexation Agreement) from the northern boundary of Planning Area 40 to the southern boundary of the Property;

(ii) the remaining one-half of Chambers Road that will complete the full roadway section (as set forth in the Annexation Agreement) from Hess Road to the common boundary between the Property and the property commonly referred to as the "Hess Ranch Property;"

(c) No later than one (1) year following the Town's probationary acceptance of the construction of the initial one-half of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, design and construct the grade-separated trail crossing for the multiuse trail that the Property Owner is obligated to construct (as set forth in the Annexation Agreement) that crosses near the intersection of Chambers Road and Bramwell Drive in an east-west orientation.

(d) The Property Owner may defer construction of the sidewalk on the western side of Chambers Road from Hess Road to the southern boundary of the Property; provided, however, such sidewalk shall be constructed prior to probationary acceptance of the public improvements associated with the first final plat in Segment 3; provided, further, if Planning Area 18 is platted prior to probationary acceptance of the public improvements associated with the first final plat, the sidewalk on the western side of Chambers Road from Hess Road to Great Plain Way shall be constructed prior to probationary acceptance of the public improvements associated with the first final plat in Planning Area 18.

(conditions (1) through (13) are collectively referred to as the "Partial Waiver Conditions");

RESOLVED AND PASSED this ____ day of _____,
2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

CONSENT OF THE PROPERTY OWNER

The Property Owner hereby consents to and agrees to be bound by Resolution No. 22-014, Series of 2022.

**NORTH PARKER INVESTMENTS,
LLC:**

By: _____

North Parker Investments, LLC

By: Anthology Management L.L.C., its
manager

By: Scott Seldin, member

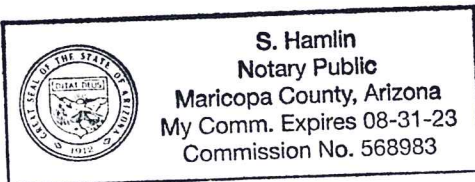
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1st day of February, 2022, by Scott Seldin, as member of Anthology Management L.L.C., manager of North Parker Investments, LLC.

My commission expires: Aug 31, 2023

SEAL

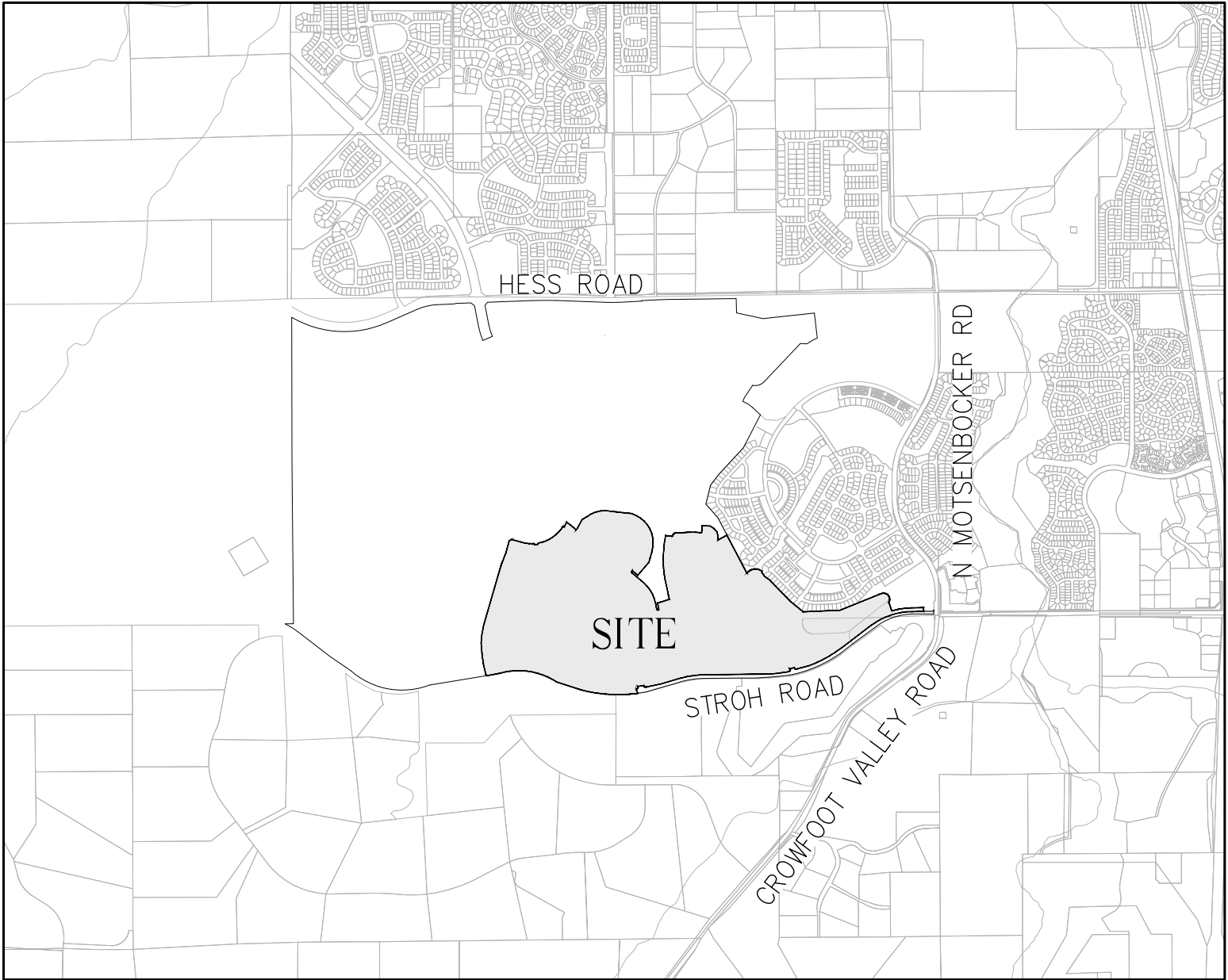
S. Hamlin
Notary Public



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 21

TOTAL ACREAGE = 278.896 ACRES, 1,038 LOTS, 35 TRACTS



VICINITY MAP
SCALE: 1" = 2500'

LEGAL DESCRIPTION CONTINUED

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 150°51'05", AN ARC LENGTH OF 136.91 FEET, THE CHORD OF WHICH BEARS NORTH 51°10'29" EAST, 100.65 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°48'10", AN ARC LENGTH OF 29.88 FEET, THE CHORD OF WHICH BEARS SOUTH 74°48'04" EAST, 29.19 FEET;

THENCE NORTH 83°47'51" EAST, A DISTANCE OF 12.84 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1732.50 FEET, A CENTRAL ANGLE OF 11°59'12", AN ARC LENGTH OF 362.45 FEET, THE CHORD OF WHICH BEARS NORTH 89°47'27" EAST, 361.79 FEET;

THENCE NORTH 05°47'03" EAST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 89°08'50" EAST, A DISTANCE OF 53.88 FEET;

THENCE NORTH 81°05'48" EAST, A DISTANCE OF 86.67 FEET;

THENCE SOUTH 62°36'33" EAST, A DISTANCE OF 93.81 FEET;

THENCE SOUTH 36°16'10" EAST, A DISTANCE OF 80.25 FEET;

THENCE SOUTH 08°34'18" EAST, A DISTANCE OF 72.73 FEET;

THENCE SOUTH 12°50'03" WEST, A DISTANCE OF 62.00 FEET;

THENCE SOUTH 30°53'43" WEST, A DISTANCE OF 63.57 FEET;

THENCE SOUTH 09°55'55" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 77°48'34" EAST, A DISTANCE OF 66.15 FEET;

THENCE SOUTH 82°27'13" EAST, A DISTANCE OF 64.42 FEET;

THENCE SOUTH 69°05'54" EAST, A DISTANCE OF 106.52 FEET;

THENCE SOUTH 20°10'53" EAST, A DISTANCE OF 65.50 FEET;

THENCE SOUTH 06°39'52" EAST, A DISTANCE OF 89.79 FEET;

THENCE SOUTH 02°57'42" EAST, A DISTANCE OF 50.06 FEET;

THENCE SOUTH 02°08'56" EAST, A DISTANCE OF 55.44 FEET;

THENCE SOUTH 01°30'57" EAST, A DISTANCE OF 55.81 FEET;

THENCE SOUTH 06°46'44" WEST, A DISTANCE OF 55.69 FEET;

THENCE SOUTH 09°34'05" WEST, A DISTANCE OF 55.69 FEET;

THENCE SOUTH 12°21'26" WEST, A DISTANCE OF 55.69 FEET;

THENCE NORTH 72°10'28" EAST, A DISTANCE OF 279.45 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, FIRST AMENDMENT, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2016032140, BEING A POINT OF CURVATURE.

THENCE ALONG SAID EXTERIOR BOUNDARY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 91°00'00", AN ARC LENGTH OF 277.94 FEET, THE CHORD OF WHICH BEARS NORTH 81°49'57" EAST, 249.64 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2003092246, BEING A POINT OF NON-TANGENCY;

THENCE THE FOLLOWING FIVE (5) COURSES TO FOLLOW THE EXTERIOR BOUNDARY OF SAID FILING NO. 17C;

1. SOUTH 00°01'28" WEST, A DISTANCE OF 23.45 FEET;

2. SOUTH 34°28'50" EAST, A DISTANCE OF 67.93 FEET;

3. SOUTH 52°43'50" EAST, A DISTANCE OF 120.48 FEET;

4. SOUTH 44°01'05" EAST, A DISTANCE OF 468.59 FEET;

5. SOUTH 50°21'28" EAST, A DISTANCE OF 74.03 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17B, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2003092244;

THENCE THE FOLLOWING THREE (3) COURSES TO FOLLOW THE EXTERIOR BOUNDARY OF SAID FILING 17B;

1. SOUTH 50°20'35" EAST, A DISTANCE OF 202.74 FEET;

2. NORTH 87°51'45" EAST, A DISTANCE OF 600.61 FEET;

3. NORTH 68°12'25" EAST, A DISTANCE OF 302.49 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17B, FIRST AMENDMENT, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2006085225;

THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EXTERIOR BOUNDARY OF SAID FILING NO. 17B, 1ST AMENDMENT;

1. NORTH 68°12'25" EAST A DISTANCE OF 438.86 FEET TO A POINT ON A CURVE;

2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 140°35'51", AN ARC LENGTH OF 245.39 FEET, THE CHORD OF WHICH EARS SOUTH 41°34'12" EAST, 188.29 FEET;

3. SOUTH 117°47'54" EAST, A DISTANCE OF 149.91 FEET, TO A POINT ON A CURVE;

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32 BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "T6S R66W S30S29S31S32 1999 LS 26286" FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC T6S R66W ¼ S29S32 2013 PLS 22561" IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 42°04'04" EAST, A DISTANCE OF 5332.33 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 61°22'44" EAST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 73°37'16" EAST, A DISTANCE OF 165.10 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 18°55'33", AN ARC LENGTH OF 199.84 FEET, THE CHORD OF WHICH BEARS SOUTH 83°05'03" EAST, 198.94 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS SOUTH 49°43'35" EAST, 27.19 FEET;

THENCE NORTH 83°05'39" EAST, A DISTANCE OF 55.00 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS NORTH 35°54'54" EAST, 27.19 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 42°31'09", AN ARC LENGTH OF 448.97 FEET, THE CHORD OF WHICH BEARS NORTH 57°28'34" EAST, 438.74 FEET;

THENCE NORTH 36°12'59" EAST, A DISTANCE OF 31.04 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 81°12'59" EAST, 28.28 FEET;

THENCE NORTH 26°12'30" EAST, A DISTANCE OF 86.31 FEET;

THENCE SOUTH 52°46'59" EAST, A DISTANCE OF 78.46 FEET, TO A POINT ON A CURVE,+

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 07°44'33", AN ARC LENGTH OF 101.35 FEET, THE CHORD OF WHICH BEARS SOUTH 49°49'56" EAST, 101.27 FEET;

THENCE NORTH 28°32'32" EAST, A DISTANCE OF 150.83 FEET;

THENCE NORTH 57°50'26" EAST, A DISTANCE OF 65.36 FEET;

THENCE NORTH 63°09'49" EAST, A DISTANCE OF 66.28 FEET;

THENCE NORTH 56°58'41" EAST, A DISTANCE OF 86.03 FEET;

THENCE NORTH 67°09'56" EAST, A DISTANCE OF 86.03 FEET;

THENCE NORTH 77°21'11" EAST, A DISTANCE OF 86.03 FEET;

THENCE NORTH 87°32'26" EAST, A DISTANCE OF 86.03 FEET;

THENCE SOUTH 82°45'60" EAST, A DISTANCE OF 67.80 FEET;

THENCE SOUTH 83°32'55" EAST, A DISTANCE OF 209.09 FEET;

THENCE SOUTH 85°27'28" EAST, A DISTANCE OF 60.03 FEET;

THENCE SOUTH 79°41'08" EAST, A DISTANCE OF 77.36 FEET;

THENCE SOUTH 70°26'20" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 61°02'33" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 51°38'45" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 42°14'58" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 32°51'11" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 23°27'23" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 14°03'36" EAST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 04°12'19" EAST, A DISTANCE OF 92.61 FEET;

THENCE SOUTH 03°53'57" WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 10°25'10" WEST, A DISTANCE OF 69.97 FEET;

THENCE SOUTH 12°09'12" WEST, A DISTANCE OF 68.50 FEET;

THENCE SOUTH 17°26'05" WEST, A DISTANCE OF 71.55 FEET;

THENCE SOUTH 25°22'41" WEST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 34°46'28" WEST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 42°38'40" WEST, A DISTANCE OF 63.11 FEET;

THENCE SOUTH 40°58'51" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49°01'09" WEST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 40°55'18" WEST, A DISTANCE OF 10.02 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°56'27", AN ARC LENGTH OF 31.40 FEET, THE CHORD OF WHICH BEARS SOUTH 04°02'56" EAST, 28.27 FEET;

THENCE SOUTH 49°01'09" EAST, A DISTANCE OF 263.55 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 29°40'29", AN ARC LENGTH OF 282.27 FEET, THE CHORD OF WHICH BEARS SOUTH 34°10'55" EAST, 279.12 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1135.00 FEET, A CENTRAL ANGLE OF 09°48'57", AN ARC LENGTH OF 194.45 FEET, THE CHORD OF WHICH BEARS SOUTH 14°26'12" EAST, 194.21 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87°38'53", AN ARC LENGTH OF 30.59 FEET, THE CHORD OF WHICH BEARS SOUTH 53°20'52" EAST, 27.70 FEET;

THENCE NORTH 82°49'42" EAST, A DISTANCE OF 1.01 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 01°46'03", AN ARC LENGTH OF 9.64 FEET, THE CHORD OF WHICH BEARS NORTH 81°56'41" EAST, 9.64 FEET;

THENCE NORTH 08°56'20" WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 74°58'53" EAST, A DISTANCE OF 50.48 FEET;

THENCE NORTH 72°27'32" EAST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 13°49'20" WEST, A DISTANCE OF 63.69 FEET;

THENCE NORTH 11°13'28" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 11°35'09" WEST, A DISTANCE OF 253.93 FEET;

THENCE NORTH 09°18'08" WEST, A DISTANCE OF 53.58 FEET;

THENCE NORTH 07°00'20" WEST, A DISTANCE OF 53.59 FEET;

THENCE NORTH 05°14'42" WEST, A DISTANCE OF 53.59 FEET;

THENCE NORTH 03°29'05" WEST, A DISTANCE OF 53.59 FEET;

THENCE NORTH 00°13'40" WEST, A DISTANCE OF 160.74 FEET;

THENCE NORTH 05°34'56" EAST, A DISTANCE OF 214.46 FEET;

THENCE NORTH 09°53'41" EAST, A DISTANCE OF 53.69 FEET;

THENCE NORTH 03°48'53" EAST, A DISTANCE OF 49.95 FEET;

THENCE SOUTH 83°03'47" EAST, A DISTANCE OF 115.00 FEET, TO A POINT ON A CURVE;

LEGAL DESCRIPTION CONTINUED

4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 17°21'56", AN ARC LENGTH OF 333.40 FEET, THE CHORD OF WHICH BEARS NORTH 80°52'52" EAST, 332.12 FEET;

5. NORTH 89°35'32" EAST, A DISTANCE OF 196.43 FEET;

6. SOUTH 00°06'36" EAST, A DISTANCE OF 63.31 FEET TO THE NORTHERLY RIGHT OF WAY OF STROH ROAD, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2020011916;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING TWENTY-ONE (21) COURSES;

1. SOUTH 89°34'45" WEST, A DISTANCE OF 190.37 FEET, TO A POINT ON A CURVE;

2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1130.00 FEET, A CENTRAL ANGLE OF 36°40'57", AN ARC LENGTH OF 723.46 FEET, THE CHORD OF WHICH BEARS SOUTH 71°14'16" WEST, 711.17 FEET;

3. SOUTH 52°53'48" WEST, A DISTANCE OF 606.69 FEET, TO A POINT ON A CURVE;

4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2140.00 FEET, A CENTRAL ANGLE OF 16°18'33", AN ARC LENGTH OF 609.36 FEET, THE CHORD OF WHICH BEARS SOUTH 61°03'15" WEST, 607.30 FEET;

5. SOUTH 75°57'33" WEST, A DISTANCE OF 141.86 FEET, TO A POINT ON A CURVE;

6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2128.00 FEET, A CENTRAL ANGLE OF 01°56'37", AN ARC LENGTH OF 72.18 FEET, THE CHORD OF WHICH BEARS SOUTH 73°58'45" WEST, 72.18 FEET, TO A POINT ON A CURVE;

7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°51'42", AN ARC LENGTH OF 48.10 FEET, THE CHORD OF WHICH BEARS NORTH 59°06'49" WEST, 43.11 FEET;

8. SOUTH 76°49'19" WEST, A DISTANCE OF 77.00 FEET;

9. SOUTH 13°10'41" EAST, A DISTANCE OF 12.01 FEET, TO A POINT ON A CURVE;

10. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°51'42", AN ARC LENGTH OF 48.10 FEET, THE CHORD OF WHICH BEARS SOUTH 32°45'08" WEST, 43.11 FEET, TO A POINT ON A CURVE;

11. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2140.00 FEET, A CENTRAL ANGLE OF 10°49'29", AN ARC LENGTH OF 404.30 FEET, THE CHORD OF WHICH BEARS SOUTH 84°05'41" WEST, 403.70 FEET;

12. SOUTH 89°30'25" WEST, A DISTANCE OF 963.00 FEET, TO A POINT ON A CURVE;

13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 15°35'50", AN ARC LENGTH OF 424.67 FEET, THE CHORD OF WHICH BEARS SOUTH 81°42'30" WEST, 423.36 FEET;

14. SOUTH 73°54'38" WEST, A DISTANCE OF 352.10 FEET;

15. SOUTH 79°03'41" WEST, A DISTANCE OF 143.41 FEET, TO A POINT ON A CURVE;

16. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1428.00 FEET, A CENTRAL ANGLE OF 03°08'57", AN ARC LENGTH OF 78.49 FEET, THE CHORD OF WHICH BEARS SOUTH 77°29'34" WEST, 78.48 FEET, TO A POINT ON A CURVE;

17. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92°54'36", AN ARC LENGTH OF 48.65 FEET, THE CHORD OF WHICH BEARS NORTH 54°28'18" WEST, 43.49 FEET;

18. SOUTH 81°59'22" WEST, A DISTANCE OF 101.00 FEET;

19. SOUTH 08°00'38" EAST, A DISTANCE OF 11.28 FEET, TO A POINT ON A CURVE;

20. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92°26'59", AN ARC LENGTH OF 48.41 FEET, THE CHORD OF WHICH BEARS SOUTH 38°12'30" WEST, 43.32 FEET;

21. SOUTH 21°36'04" EAST, A DISTANCE OF 73.32 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2408.42 FEET, A CENTRAL ANGLE OF 22°26'00", AN ARC LENGTH OF 942.28 FEET, THE CHORD OF WHICH BEARS NORTH 86°34'49" WEST, 936.29 FEET;

THENCE NORTH 71°45'58" WEST, A DISTANCE OF 415.03 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1142.75 FEET, ACENTRAL ANGLE OF 50°07'58", AN ARC LENGTH OF 999.88 FEET, THE CHORD OF WHICH BEARS NORTH 81°55'21" WEST, 968.29 FEET;

THENCE SOUTH 80°43'00" WEST, A DISTANCE OF 164.28 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°20'36", AN ARC LENGTH OF 53.36 FEET, THE CHORD OF WHICH BEARS NORTH 55°36'42" WEST, 48.34 FEET;

THENCE NORTH 11°56'24" WEST, A DISTANCE OF 171.94 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 13°05'57", AN ARC LENGTH OF 320.08 FEET, THE CHORD OF WHICH BEARS NORTH 05°23'25" WEST, 319.38 FEET;

THENCE NORTH 00°14'24" WEST, A DISTANCE OF 174.12 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1415.00 FEET, A CENTRAL ANGLE OF 08°09'11", AN ARC LENGTH OF 201.35 FEET, THE CHORD OF WHICH BEARS NORTH 12°18'08" EAST, 201.18 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 994.47 FEET;

THENCE NORTH 21°40'08" EAST, A DISTANCE OF 162.69 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 230.93 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,148,722 SQUARE FEET OR 278.896 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

Sheet List Table

Sheet Number	Sheet Title
1	COVER
2	NOTES
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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 21

dNOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 450-H0580435-023-CN4, AMENDMENT NO. 5., ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF MAY 21, 2021.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 32 BY A 3-1/4" ALUMINUM CAP STAMPED LS 28286 AND AT THE NORTH QUARTER CORNER OF SAID SECTION 32 BY A 3-1/4" ALUMINUM CAP STAMPED PLS 22561 BEING ASSUMED TO BEAR NORTH 89°24'39" EAST, 2666.87 FEET.
5. BENCHMARK: NGS MONUMENT DESIGNATION ROBERTS (PID DQ7271) BEING A FOUND 3-1/4 INCH DIAMETER DOUGLAS COUNTY GIS ALUMINUM DISK SET IN CONCRETE. THE MONUMENT IS LOCATED AT THE END OF WATERMARK LANE NEAR THE INTERSECTION OF WATERMARK LANE AND WEST STEPPING STONE CIRCLE. THE ELEVATION IS 6042.30 FEET. DATUM IS NAVD88. ORTHOMETRIC HEIGHT WAS DETERMINED FROM ADDING THE GEOID HEIGHT TO THE ELLIPSOID HEIGHT OF THE PUBLISHED NGS DATASHEET ON 11/13/2019.
6. ALL COORDINATES SHOWN HEREON ARE BASED ON COLORADO CENTRAL (0502) STATE PLANE COORDINATES SYSTEM (NAD1983/2011), WITH A COMBINED GROUND SCALE FACTOR OF 1.0003274038.
7. BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, C, D, E, F, G, H, I, J, M, O, R, X, 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.
8. TRACTS A, AA, C, DD, E, EE, G, GG, HH, I, II, J, JJ, K, M, N, O, P, Q, R, S, V, W, X AND Y ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B & 1C.
9. THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDED, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
10. NON-EXCLUSIVE 6 FOOT, 8 FOOT, 10-FOOT AND 15- FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
11. 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.
12. ALL 30' AND 50' PARKER WATER & SANITATION DISTRICT UTILITY EASEMENTS ARE DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
13. MONUMENT SIGN, MASONRY FENCE COLUMNS, WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.
14. THERE ARE A TOTAL OF 1,038 LOTS AND 35 TRACTS IN ANTHOLOGY PRELIMINARY PLAN 1B & 1C.
15. THIS PROPERTY DOES NOT FALL WITHIN 100 YEAR FLOODPLAIN ACCORDING TO FEMA'S WEBSITE AS THE DATE OF THIS PLAT.
16. THE ZONING FOR THIS AND ITS ADJOINING PARCELS IS "CTY - INCORPORATED LANDS" ACCORDING TO THE DOUGLAS COUNTY GIS MAPS AS OF THE DATE OF THIS PLAT.
17. ALL SIGHT LINE EASEMENTS (S.L.E.) ARE SUBJECT TO CHANGE BETWEEN PRELIMINARY PLAN AND THE FINAL PLAT FOR ANTHOLOGY FILING 1B & 1C. AS SUCH, DIMENSIONS HAVE BEEN OMITTED ON THESE PLANS BUT WILL BE INCLUDED ON THE FINAL PLAT

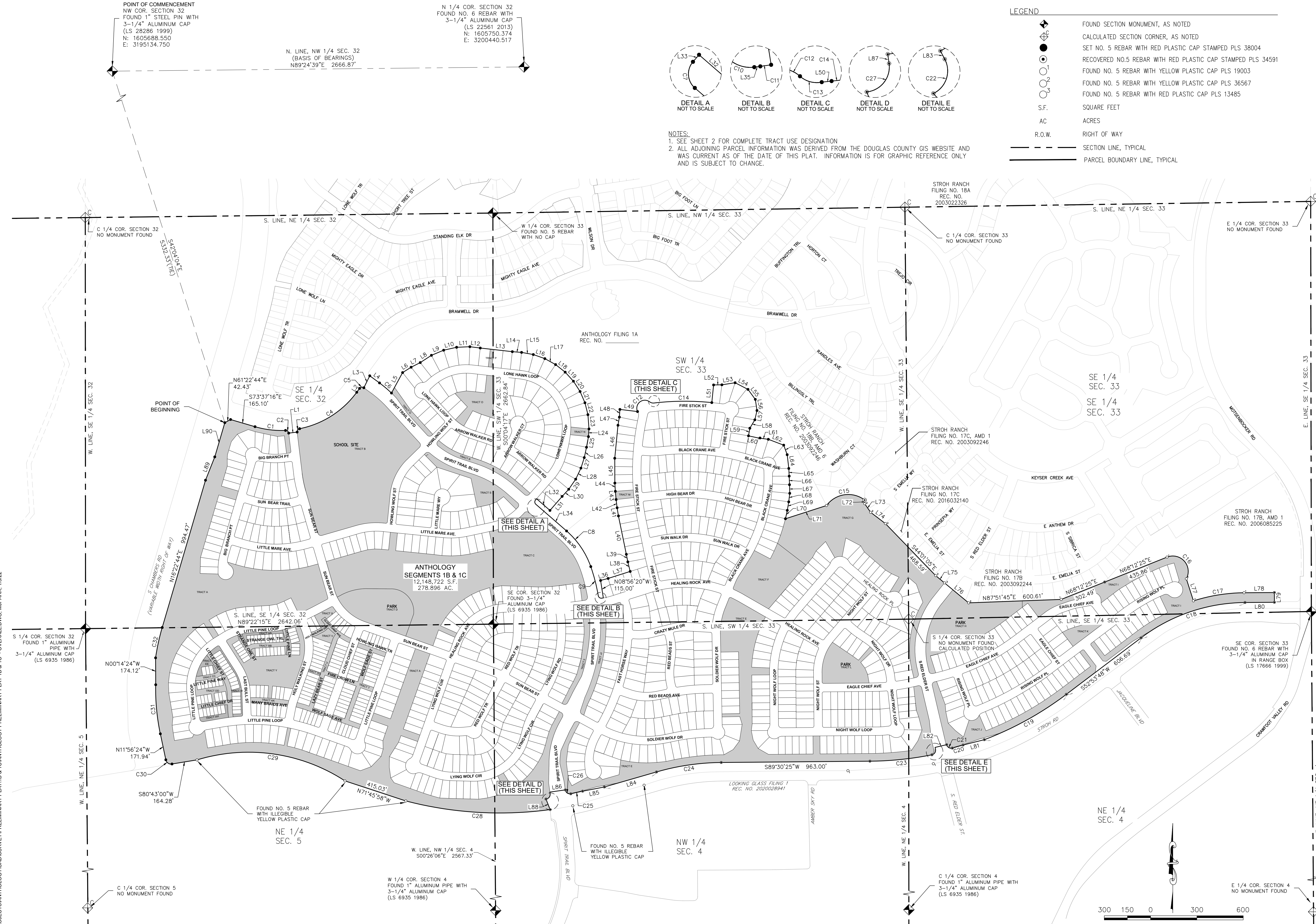
TRACT SUMMARY TABLE					
PARCEL NO.	SQUARE FOOT	ACRES	USE	OWNERSHIP	MAINTENANCE
TRACT A	863,517	19.824	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT AA	5,605	0.129	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	476,191	10.932	SCHOOL SITE	SCHOOL DISTRICT	SCHOOL DISTRICT
TRACT BB	17,401	0.399	UTILITIES/ACCESS	METRO DISTRICT	METRO DISTRICT
TRACT C	560,844	12.875	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT CC	24,128	0.554	UTILITIES/ACCESS	METRO DISTRICT	METRO DISTRICT
TRACT D	100,881	2.316	PARK/DRAINAGE/UTILITY	METRO DISTRICT	METRO DISTRICT
TRACT DD	10,628	0.244	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	324,584	7.451	OPEN SPACE/DRAINAGE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT EE	6,438	0.148	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	105,797	2.429	PARK/DRAINAGE/UTILITY	METRO DISTRICT	METRO DISTRICT
TRACT G	300,294	6.894	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT GG	1,600	0.037	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	142,151	3.263	PARK/DRAINAGE/UTILITY	METRO DISTRICT	METRO DISTRICT
TRACT HH	6,397	0.147	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT I	156,101	3.584	OPEN SPACE/DRAINAGE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT II	22,689	0.521	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT J	88,578	2.033	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT JJ	26,833	0.616	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT K	18,161	0.417	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT KK	7,345	0.169	UTILITIES/ACCESS	METRO DISTRICT	METRO DISTRICT
TRACT L	58,570	1.345	PARK/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT M	6,027	0.138	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT N	5,875	0.135	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT O	44,443	1.020	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT P	2,771	0.064	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT Q	11,726	0.269	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT R	20,590	0.473	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT S	43,937	1.009	OPEN SPACE/UTILITIES/LANDSCAPE	METRO DISTRICT	METRO DISTRICT
TRACT T	30,134	0.692	ACCESS/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT U	33,050	0.759	ACCESS/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT V	6,969	0.160	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT W	8,489	0.195	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT X	7,552	0.173	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT Y	84,633	1.943	OPEN SPACE/UTILITIES	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY CHART			
TYPE	SQ. FT.	ACRES	% OF TOTAL AREA
SINGLE FAMILY	5,622,476	129.073	46.28%
MULTI-FAMILY	344,062	7.897	2.83%
SCHOOL SITE	476,191	10.932	3.92%
ACCESS	112,058	2.573	0.92%
OPEN SPACE	2,635,281	60.499	21.70%
PARKS	407,399	9.353	3.35%
ROAD RIGHT OF WAY	2,551,255	58.569	21.00%
TOTAL	12,148,722	278.896	100.00%

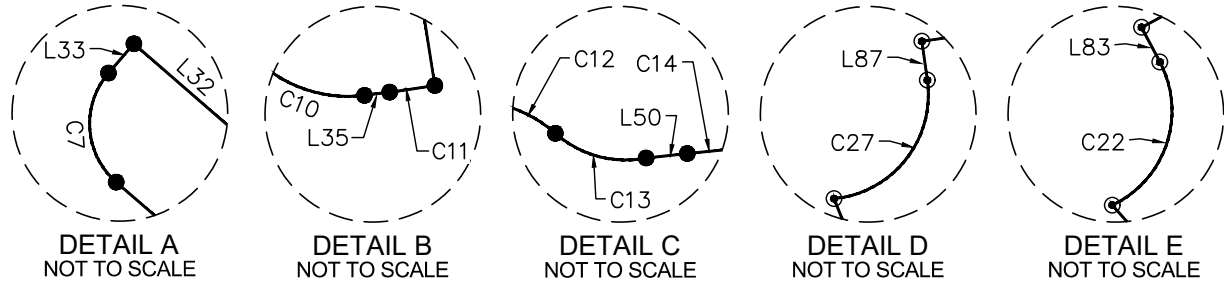
UNIT COUNT TABLE		
PLANNING AREA	HOUSING TYPE	DU'S
PA-40	SFD (45'x115' typ)	69
PA-41	SFD (50'x115' typ)	36
PA-42	SFD (60'x115' typ)	70
PA-44	MULTI-FAMILY (22'x60' typ)	72
PA-44	SFA (25'x80' typ)	106
PA-44	SFD (50'X115' typ)	56
PA-45	SFD (45'x115' typ)	147
PA-46	SFD (50'x115' typ)	139
PA-47	SFD (50'x115' typ)	111
PA-48	SFD (45'x115' typ)	140
PA-49	SFD (45'x115' typ)	92
TOTAL		1038
TOTAL	SFD	860
TOTAL	SFA	106
TOTAL	MULTI-FAMILY	72

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 3 OF 21



IN PROJECT: ANTHOLOGY CAD SURVEY PRELIMINARY PLAT 1B & 1C - OVERALL DWG. M/PARK_1522



NOTES:
1. SEE SHEET 2 FOR COMPLETE TRACT USE DESIGNATION
2. ALL ADJOINING PARCEL INFORMATION WAS DERIVED FROM THE DOUGLAS COUNTY GIS WEBSITE AND WAS CURRENT AS OF THE DATE OF THIS PLAT. INFORMATION IS FOR GRAPHIC REFERENCE ONLY AND IS SUBJECT TO CHANGE.

LEGEND	
	FOUND SECTION MONUMENT, AS NOTED
	CALCULATED SECTION CORNER, AS NOTED
	SET NO. 5 REBAR WITH RED PLASTIC CAP STAMPED PLS 38004
	RECOVERED NO. 5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
	FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
	FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
	FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
S.F.	SQUARE FEET
AC	ACRES
R.O.W.	RIGHT OF WAY
	SECTION LINE, TYPICAL
	PARCEL BOUNDARY LINE, TYPICAL

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	605.00'	18°55'33"	199.84'	S83°05'03"E	198.94'
C2	20.00'	85°38'29"	29.89'	S49°43'35"E	27.19'
C3	20.00'	85°38'29"	29.89'	N35°54'54"E	27.19'
C4	605.00'	42°31'09"	448.97'	N57°28'34"E	438.74'
C5	20.00'	90°00'00"	31.42'	N81°12'59"E	28.28'
C6	750.00'	7°44'33"	101.35'	S49°49'56"E	101.27'
C7	20.00'	89°56'27"	31.40'	S04°02'56"E	28.27'
C8	545.00'	29°40'29"	282.27'	S34°10'55"E	279.12'
C9	1135.00'	9°48'57"	194.45'	S14°26'12"E	194.21'
C10	20.00'	87°38'53"	30.59'	S53°20'52"E	27.70'
C11	312.50'	1°46'03"	9.64'	N81°10'51"E	9.64'
C12	52.00'	150°51'05"	136.91'	N51°10'29"E	100.65'
C13	40.00'	42°48'10"	29.88'	S74°48'04"E	29.19'
C14	1732.50'	11°59'12"	362.45'	N89°47'27"E	361.79'
C15	175.00'	91°00'00"	277.94'	N81°49'53"E	249.64'
C16	100.00'	140°35'51"	245.39'	S41°34'12"E	188.29'
C17	1100.00'	17°21'56"	333.40'	N80°52'52"E	332.12'
C18	1130.00'	36°40'57"	723.46'	S71°14'16"W	711.17'
C19	2140.00'	16°18'53"	609.36'	S61°03'15"W	607.30'
C20	2128.00'	1°56'37"	72.18'	S73°58'45"W	72.18'
C21	30.00'	91°51'42"	48.10'	N59°06'49"W	43.11'
C22	30.00'	91°51'42"	48.10'	S32°45'08"W	43.11'
C23	2140.00'	10°49'29"	404.30'	S84°05'41"W	403.70'
C24	1560.00'	15°35'50"	424.67'	S81°42'30"W	423.36'
C25	1428.00'	3°08'57"	78.49'	S77°29'34"W	78.48'
C26	30.00'	92°54'36"	48.65'	N54°28'18"W	43.49'
C27	30.00'	92°26'55"	48.41'	S38°12'30"W	43.32'
C28	2408.42'	22°25'00"	942.28'	N86°34'49"W	936.29'
C29	1142.75'	50°07'58"	999.88'	N81°55'21"W	968.29'
C30	35.00'	87°20'36"	53.36'	N55°36'42"W	48.34'
C31	1400.00'	13°05'57"	320.08'	N06°23'25"W	319.38'
C32	1415.00'	8°09'11"	201.35'	N12°18'08"E	201.18'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N83°05'39"E	55.00'
L2	N36°12'59"E	31.04'
L3	N26°12'30"E	86.31'
L4	S53°46'59"E	78.46'
L5	N28°32'32"E	150.83'
L6	N57°50'26"E	65.35'
L7	N63°09'49"E	66.28'
L8	N56°58'41"E	86.03'
L9	N67°09'56"E	86.03'
L10	N77°21'11"E	86.03'
L11	N87°32'26"E	86.03'
L12	S82°46'00"E	67.80'
L13	S83°32'55"E	209.09'
L14	S85°27'28"E	60.03'
L15	S79°41'08"E	77.36'
L16	S70°26'20"E	79.37'
L17	S61°02'33"E	79.37'
L18	S51°38'45"E	79.37'
L19	S42°14'58"E	79.37'
L20	S32°51'11"E	79.37'
L21	S23°27'23"E	79.37'
L22	S14°03'36"E	79.37'
L23	S04°12'19"E	92.61'
L24	S03°53'57"W	50.04'
L25	S10°25'10"W	69.97'
L26	S12°09'12"W	68.50'
L27	S17°26'05"W	71.55'
L28	S25°22'41"W	79.37'
L29	S34°46'28"W	79.37'
L30	S42°38'40"W	63.11'
L31	S40°58'51"W	120.00'
L32	N49°01'09"W	115.00'
L33	S40°55'18"W	10.02'
L34	S49°01'09"E	263.55'
L35	N82°49'42"E	1.01'
L36	N74°58'53"E	50.48'
L37	N72°27'32"E	150.00'
L38	N13°49'20"W	63.69'
L39	N11°13'28"W	50.00'
L40	N11°35'09"W	253.93'
L41	N09°18'08"W	53.58'
L42	N07°00'20"W	53.59'
L43	N05°14'42"W	53.59'
L44	N03°29'05"W	53.59'
L45	N00°13'40"W	160.74'

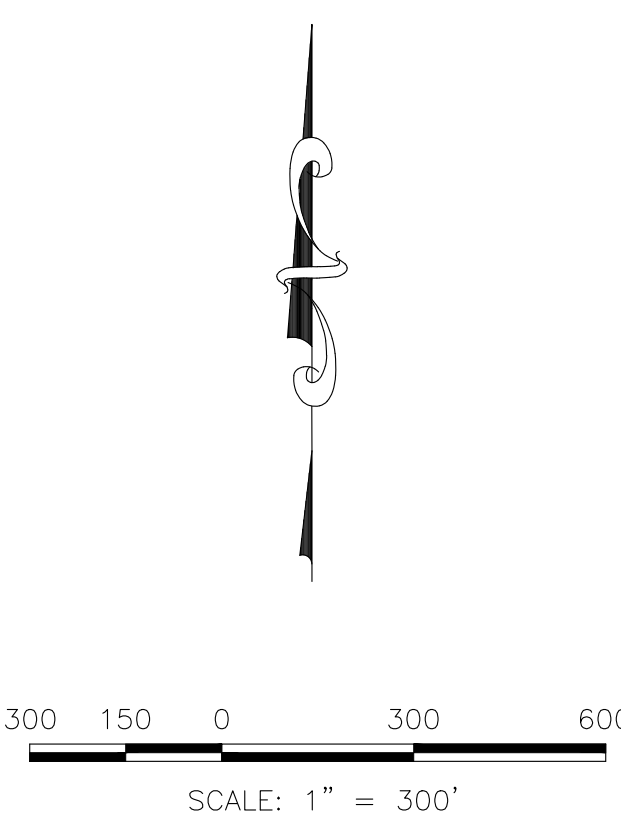
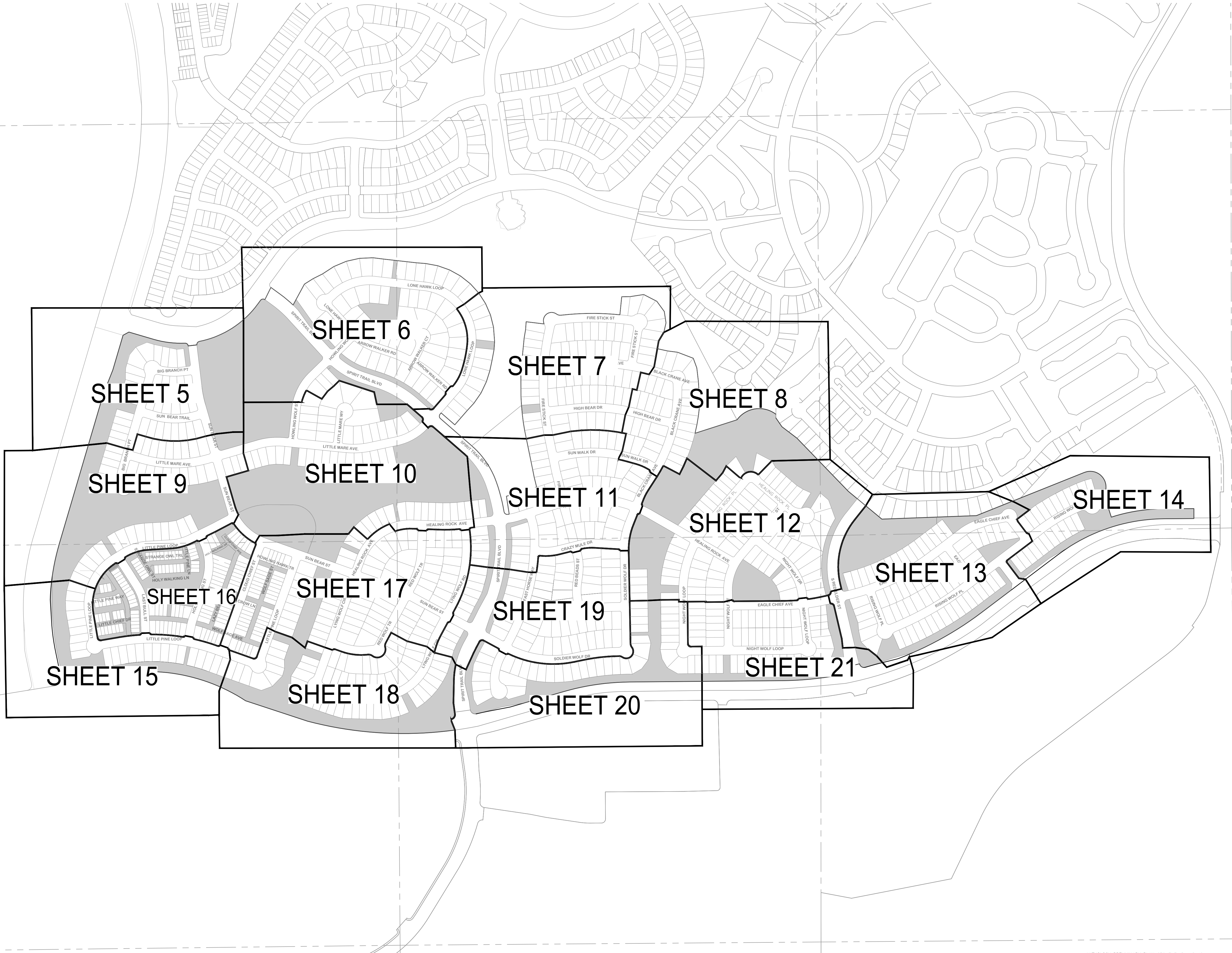
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L46	N05°34'56"E	214.46'
L47	N09°53'41"E	53.69'
L48	N03°48'53"E	49.95'
L49	S83°03'47"E	115.00'
L50	N83°47'51"E	12.84'
L51	N05°47'03"E	115.00'
L52	N89°06'50"E	53.88'
L53	N81°05'48"E	86.67'
L54	S62°36'33"E	93.81'
L55	S36°16'10"E	80.25'
L56	S08°34'18"E	72.73'
L57	S12°50'03"W	62.00'
L58	S30°53'43"W	63.57'
L59	S09°55'55"W	50.00'
L60	S79°48'34"E	66.15'
L61	S82°27'13"E	64.42'
L62	S69°05'54"E	106.52'
L63	S20°10'53"E	65.50'
L64	S06°39'52"E	89.79'
L65	S02°57'42"E	50.06'
L66	S00°08'56"E	55.44'
L67	S01°30'57"E	55.81'
L68	S06°46'44"W	55.69'
L69	S09°34'05"W	55.69'
L70	S12°21'26"W	55.69'
L71	N72°10'26"E	279.45'
L72	S00°01'28"W	23.45'
L73	S34°28'50"E	67.93'
L74	S52°43'50"E	120.48'
L75	S50°21'26"E	74.03'
L76	S50°20'35"E	202.74'
L77	S17°47'54"E	149.91'
L78	N89°35'32"E	196.43'
L79	S00°06'36"E	63.31'
L80	S89°34'45"W	190.37'
L81	S75°57'33"W	141.86'
L82	S76°49'19"W	77.00'
L83	S13°10'41"E	12.01'
L84	S73°54'35"W	352.10'
L85	S79°03'41"W	143.41'
L86	S81°59'22"W	101.00'
L87	S08°00'38"E	11.28'
L88	S21°36'04"E	73.32'
L89	N21°40'08"E	162.69'
L90	N16°22'44"E	230.93'

SCALE: 1" = 300'

Westwood
10333 E DRY CREEK RD. SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526
Westwood Professional Services, Inc.

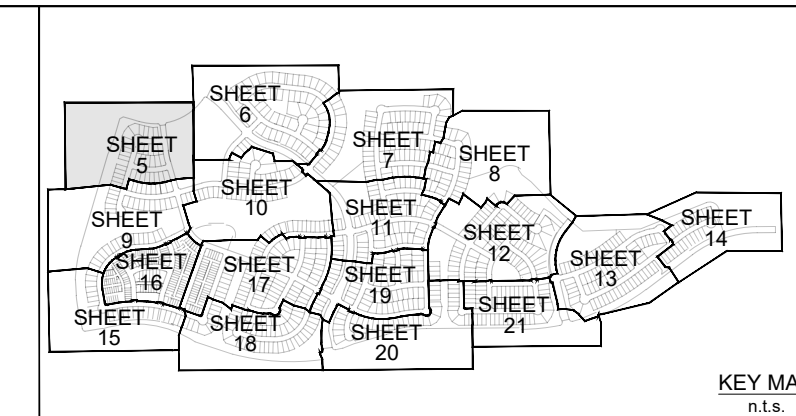
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 4 OF 21



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

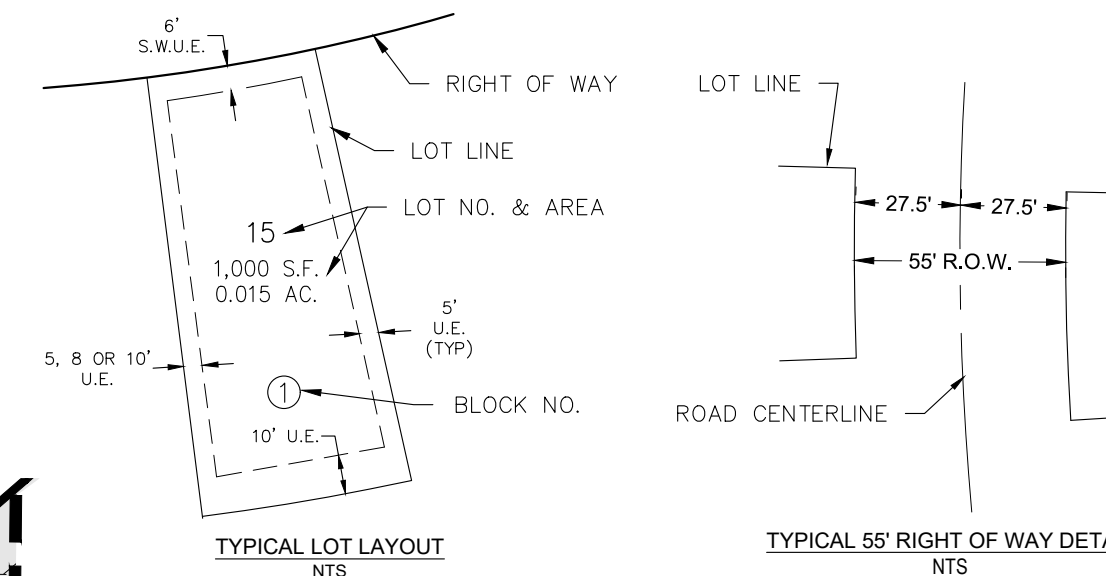
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AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 5 OF 21



POINT OF COMMENCEMENT
NW COR. SECTION 32
FOUND 1" STEEL PIN WITH
3-1/4" ALUMINUM CAP
(LS 28286 1999)
N: 1605688.550
E: 3195134.750

N. LINE, NW 1/4 SEC. 32
(BASIS OF BEARINGS)
N89°24'39"E 2666.87'

N 1/4 COR. SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
(LS 22561 2013)
N: 1605750.374
E: 3200440.917



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
 - RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
 - FOUND MONUMENT, AS NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
 - BLOCK NUMBER
 - UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	90°00'00"	15.71'	N38°05'39"E	14.14'
C2	422.50'	4°19'18"	31.87'	N85°15'18"E	31.86'
C3	422.50'	8°23'32"	61.88'	S88°23'17"E	61.83'
C4	422.50'	4°24'43"	32.53'	S81°59'09"E	32.53'
C5	40.00'	24°05'20"	16.82'	S67°44'07"E	16.69'
C6	40.00'	20°04'43"	14.02'	S45°39'06"E	13.95'
C7	52.00'	42°44'48"	38.80'	N56°59'08"W	37.90'
C8	52.00'	51°21'09"	46.61'	S75°57'53"W	45.06'
C9	52.00'	59°49'02"	54.29'	S20°22'48"W	51.86'
C10	52.00'	16°56'16"	15.37'	S17°59'51"E	15.32'
C11	40.00'	42°48'10"	29.88'	N05°03'54"W	29.19'
C12	10.00'	90°00'00"	15.71'	N51°54'21"W	14.14'
C13	477.50'	5°11'00"	43.20'	N85°41'09"E	43.18'
C14	477.50'	5°20'29"	44.51'	S89°03'06"E	44.50'
C15	477.50'	5°18'42"	44.27'	S83°43'31"E	44.25'
C16	477.50'	2°46'18"	23.10'	S79°41'01"E	23.10'
C17	19.50'	85°21'57"	29.05'	S59°01'09"W	26.44'
C18	10.00'	90°00'00"	15.71'	S28°39'49"E	14.14'
C19	447.50'	5°11'07"	40.50'	S76°15'23"E	40.49'
C20	447.50'	7°52'44"	61.54'	S82°47'19"E	61.49'
C21	447.50'	7°52'44"	61.54'	N89°19'57"E	61.49'
C22	447.50'	7°43'45"	60.37'	N81°31'43"E	60.32'
C23	447.50'	3°47'54"	29.67'	N75°45'54"E	29.66'
C24	10.00'	90°00'00"	15.71'	N28°51'57"E	14.14'
C25	777.50'	6°53'51"	93.60'	N75°37'36"E	93.54'
C26	777.50'	2°19'52"	31.63'	S08°04'17"E	31.63'
C27	10.00'	90°00'00"	15.71'	N61°08'03"W	14.14'
C28	502.50'	3°31'19"	30.89'	N75°37'36"E	30.88'
C29	502.50'	5°04'19"	44.48'	N79°55'25"E	44.47'
C30	502.50'	5°11'36"	45.55'	N85°03'23"E	45.53'
C31	502.50'	4°54'50"	43.10'	S89°53'24"E	43.08'
C32	502.50'	4°56'08"	43.29'	S84°57'55"E	43.27'
C33	502.50'	5°07'58"	45.02'	S79°55'53"E	45.00'
C34	502.50'	3°42'05"	32.46'	S75°30'52"E	32.46'
C35	10.00'	90°00'00"	15.71'	S61°20'11"W	14.14'

50 25 0 50 100
SCALE: 1" = 50'

Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80121
TEL: 720.682.9526
Westwoodps.com
Westwood Professional Services, Inc.
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C J.N. 8130326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 5 OF 21

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 21



Westwood

10333 E DRY CREEK RD.

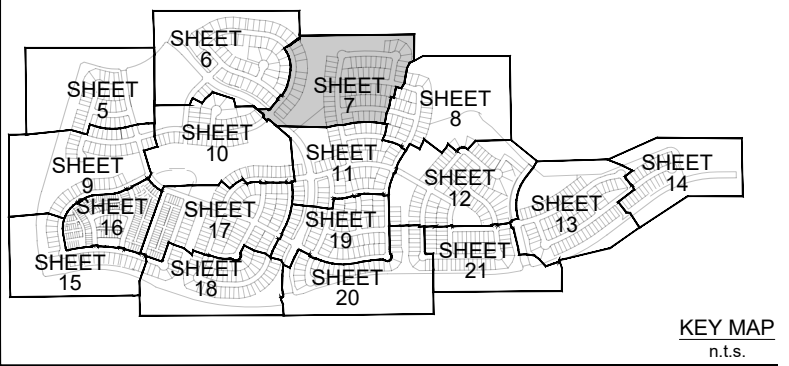
Westwoodps.com SUITE 240
ENGLEWOOD, CO 80112

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C J.N. 8130326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 6 OF 21



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

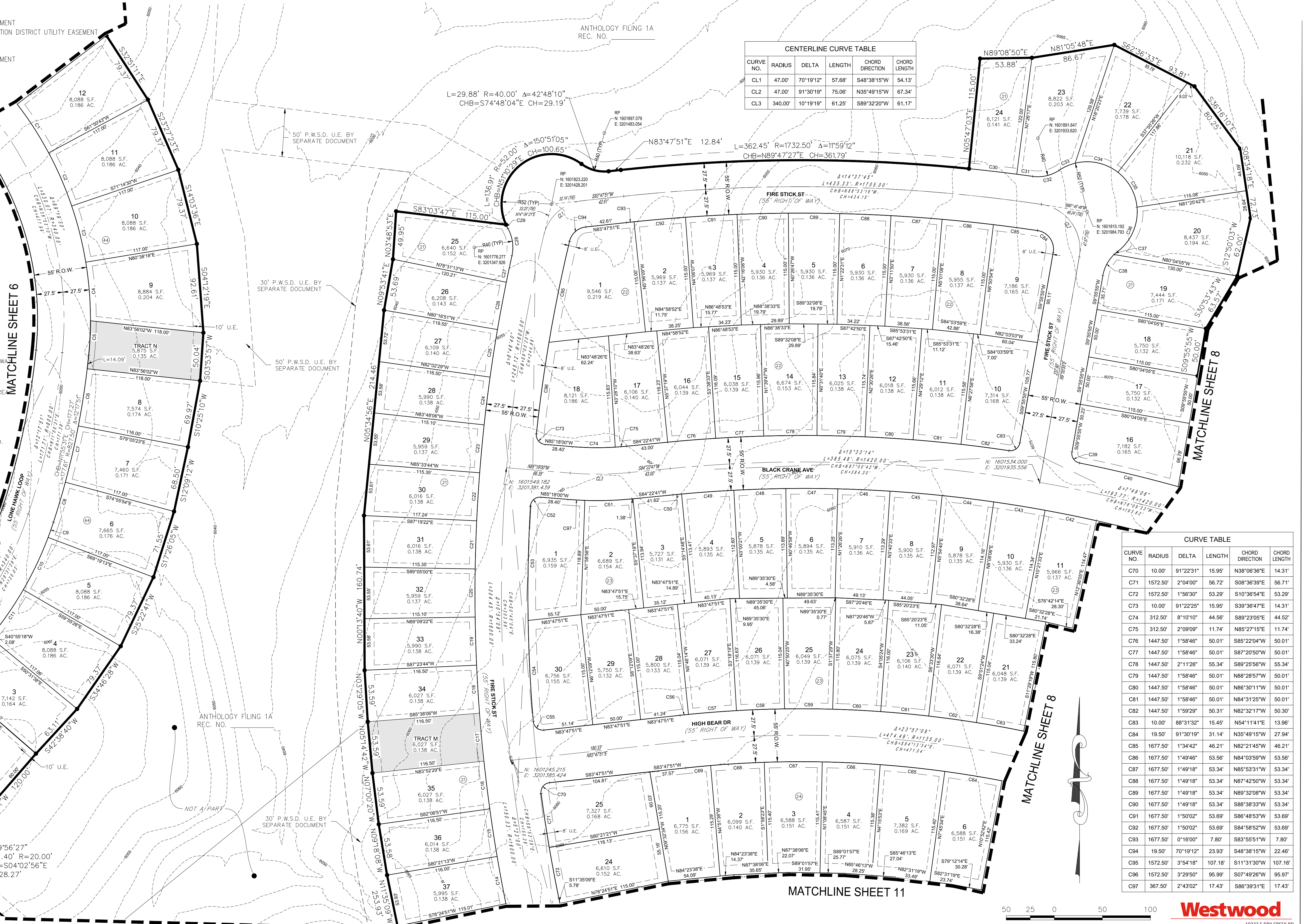
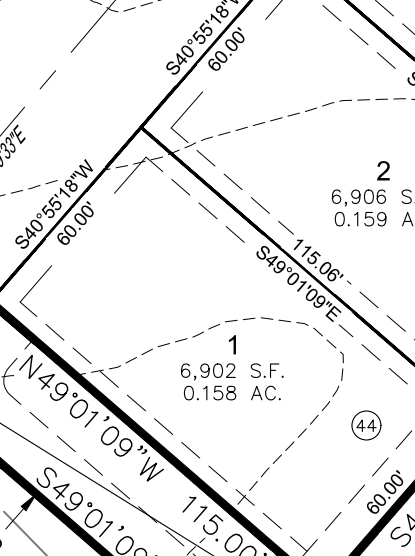
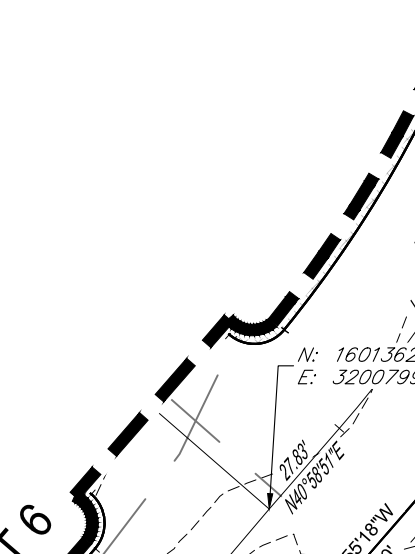
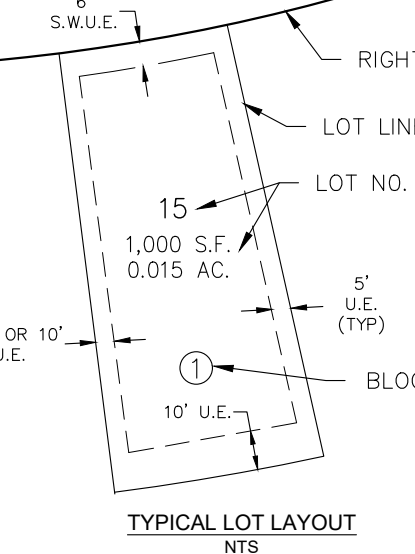
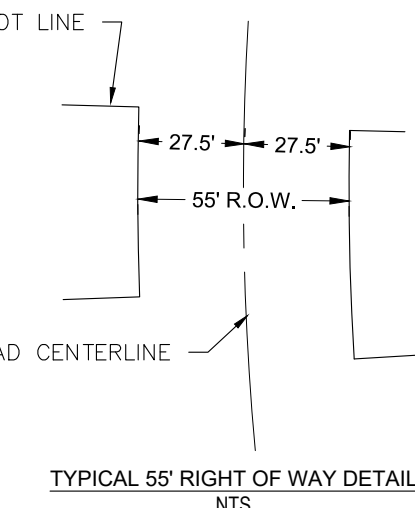
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 7 OF 21



CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C1	367.50	9°23'47"	60.27	N32°51'11"W
C2	367.50	9°23'47"	60.27	N23°27'23"W
C3	367.50	9°23'47"	60.27	N14°03'36"W
C4	367.50	9°31'47"	61.12	N04°35'49"W
C5	397.46	7°19'04"	50.07	S03°53'57"E
C6	808.48	4°15'22"	60.06	N08°44'48"E
C7	808.48	4°15'23"	60.06	N13°00'11"E
C8	808.48	3°04'35"	43.41	N16°40'10"E
C9	367.50	2°38'21"	16.71	N19°22'37"E
C10	367.50	9°23'47"	60.27	N25°22'41"E
C11	367.50	9°04'20"	58.19	N34°36'45"E
C14	1627.50	1°45'38"	50.01	S10°31'36"E
C15	1627.50	1°45'38"	50.01	S08°45'58"E
C16	1627.50	1°45'38"	50.01	S07°00'20"E
C17	1627.50	1°45'38"	50.01	S05°14'42"E
C18	1627.50	1°45'38"	50.01	S03°29'05"E
C19	1627.50	1°45'38"	50.01	S01°43'27"E
C20	1627.50	1°45'38"	50.01	S00°02'11"W
C21	1627.50	1°45'38"	50.01	S01°47'49"W
C22	1627.50	1°45'38"	50.01	S03°33'27"W
C23	1627.50	1°45'38"	50.01	S05°19'05"W
C24	1627.50	1°45'38"	50.01	S07°04'43"W
C25	1627.50	1°45'38"	50.01	S08°50'20"W
C26	1627.50	1°45'38"	50.01	S10°35'58"W
C27	1627.50	0°59'42"	28.26	S11°58'38"W
C28	40.00	4°14'30"	29.12	N08°23'03"W
C29	52.00	4°59'32"	4.53	S26°44'49"E
C30	1732.50	1°39'14"	50.01	N83°23'20"W
C31	1732.50	0°32'57"	16.61	N82°17'14"W
C32	40.00	4°14'58"	29.17	N77°05'46"E
C33	52.00	19°50'24"	18.01	S66°07'29"W
C34	52.00	51°52'45"	47.08	N78°00'57"W
C35	52.00	46°43'38"	42.41	N28°42'47"W
C36	52.00	58°05'05"	52.72	N23°41'33"E
C37	40.00	6°32'51"	4.57	S49°27'40"W
C38	40.00	36°15'21"	25.31	S28°03'34"W
C39	10.00	88°31'32"	15.45	S34°19'52"E
C40	1447.50	4°10'31"	105.48	N76°30'22"W
C41	1392.50	2°14'33"	54.50	N76°16'38"W
C42	1392.50	2°14'32"	54.50	N78°31'11"W
C43	1392.50	2°13'27"	54.06	N80°45'10"W
C44	1392.50	2°13'26"	54.05	N82°58'37"W
C45	1392.50	2°14'07"	54.33	N85°12'24"W
C46	1392.50	2°14'06"	54.32	N87°26'31"W
C47	1392.50	2°13'24"	54.03	N89°40'16"W
C48	1392.50	2°13'23"	54.03	S88°06'21"W
C49	1392.50	2°14'27"	54.46	S85°52'26"W
C50	1392.50	0°22'31"	9.12	S84°33'56"W
C51	367.50	7°36'17"	48.78	N88°10'49"E
C52	10.00	91°22'31"	15.95	S49°00'44"W
C53	1572.50	4°19'40"	118.78	S01°09'39"W
C54	1572.50	3°49'27"	104.95	S02°54'55"E
C55	10.00	91°22'31"	15.95	S50°30'53"E
C56	1162.50	0°25'55"	8.76	S84°00'49"W
C57	1162.50	2°27'54"	50.02	S85°27'43"W
C58	1162.50	2°27'54"	50.02	S87°55'38"W
C59	1162.50	2°27'54"	50.02	S89°36'28"W
C60	1162.50	2°27'54"	50.02	N87°08'33"W
C61	1162.50	2°28'06"	50.08	N84°40'33"W
C62	1162.50	2°27'54"	50.02	N82°12'33"W
C63	1162.50	2°27'54"	50.02	N79°44'38"W
C64	1107.50	3°07'08"	60.29	N80°40'52"W
C65	1107.50	3°29'41"	67.55	N83°59'16"W
C66	1107.50	3°07'08"	60.29	N87°17'41"W
C67	1107.50	3°07'08"	60.29	S89°35'11"W
C68	1107.50	2°53'16"	55.82	S86°34'59"W
C69	1107.50	1°20'30"	25.94	S84°28'06"W

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



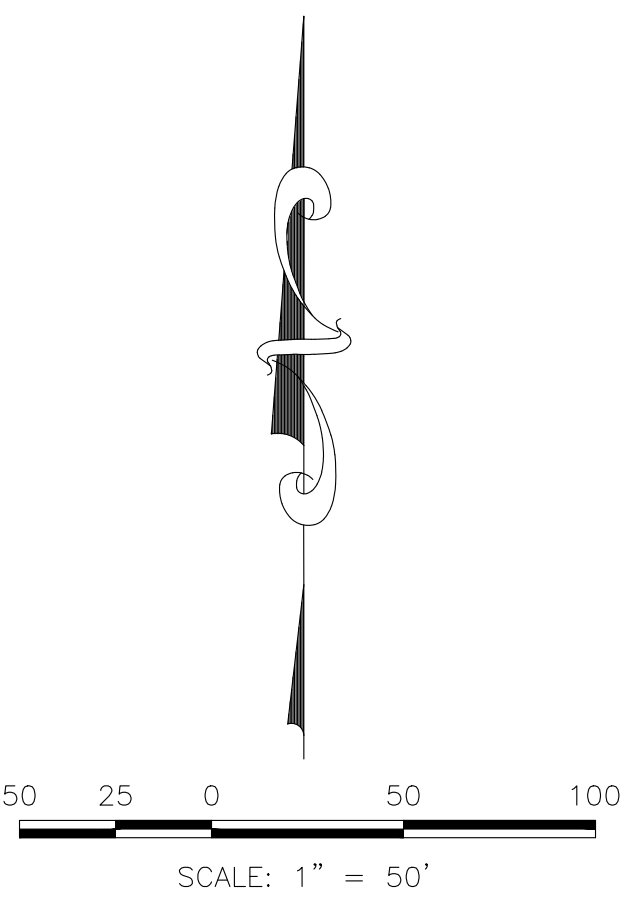
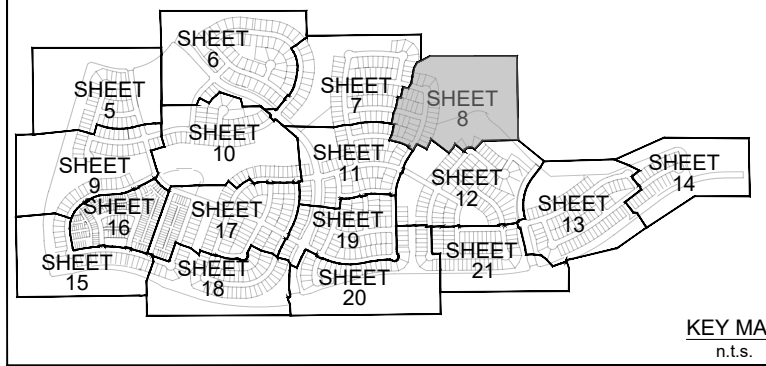
CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C70	10.00	91°22'31"	15.95	N38°06'36"E
C71	1572.50	2°04'00"	56.72	S08°36'39"E
C72	1572.50	1°56'30"	53.29	S10°36'54"E
C73	10.00	91°22'25"	15.95	S39°36'47"E
C74	312.50	8°10'10"	44.56	S89°23'05"E
C75	312.50	2°09'09"	11.74	N85°27'15"E
C76	1447.50	1°58'46"	50.01	S85°22'04"W
C77	1447.50	1°58'46"	50.01	S87°20'50"W
C78	1447.50	2°11'26"	55.34	S89°25'56"W
C79	1447.50	1°58'46"	50.01	N88°28'57"W
C80	1447.50	1°58'46"	50.01	N86°30'11"W
C81	1447.50	1°58'46"	50.01	N84°31'25"W
C82	1447.50	1°59'29"	50.31	N82°32'17"W
C83	10.00	88°31'32"	15.45	N54°11'41"E
C84	19.50	91°30'19"	31.14	N35°49'15"W
C85	1677.50	1°34'42"	46.21	N82°21'45"W
C86	1677.50	1°49'46"	53.56	N84°03'59"W
C87	1677.50	1°49'18"	53.34	N85°53'31"W
C88	1677.50	1°49'18"	53.34	N87°42'50"W
C89	1677.50	1°49'18"	53.34	N89°32'08"W
C90	1677.50	1°49'18"	53.34	S88°38'33"W
C91	1677.50	1°50'02"	53.69	S86°48'53"W
C92	1677.50	1°50'02"	53.69	S84°58'52"W
C93	1677.50	0°16'00"	7.80	S83°55'51"W
C94	19.50	70°19'12"	23.93	S48°38'15"W
C95	1572.50	3°54'18"	107.18	S11°31'30"W
C96	1572.50	3°29'50"	95.99	S07°49'26"W
C97	367.50	2°43'02"	17.43	S86°39'31"E

50 25 0 50 100
SCALE: 1" = 50'

Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9535
Westwoods.com
Westwood Professional Services, Inc.
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C J.N. 8150326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 7 OF 21

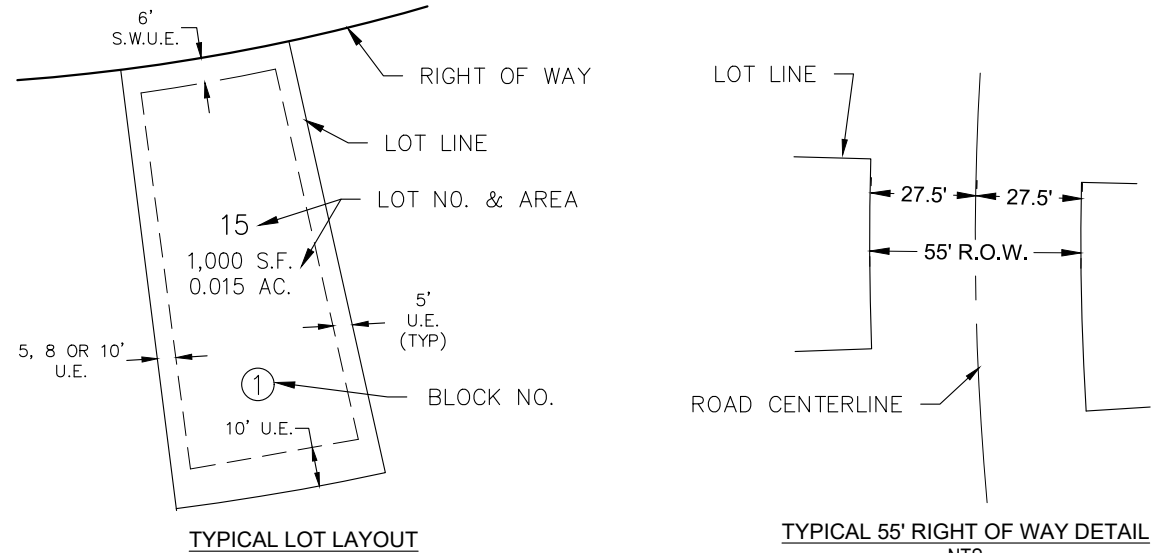
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 8 OF 21



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	312.50'	14°09'07"	77.19'	N67°09'20"W	76.99'
C2	10.00'	92°13'58"	16.10'	N13°57'47"W	14.41'
C3	10.00'	92°13'58"	16.10'	N73°48'14"E	14.41'
C4	367.50'	14°09'07"	90.77'	N67°09'20"W	90.54'
C5	877.50'	3°19'55"	51.03'	N75°53'51"W	51.02'
C6	972.50'	3°15'11"	55.22'	N26°03'40"E	55.21'
C7	972.50'	3°21'15"	56.93'	N22°45'27"E	56.92'
C8	972.50'	3°21'15"	56.93'	N19°24'12"E	56.92'
C9	972.50'	3°27'16"	58.63'	N15°59'56"E	58.62'
C10	10.00'	92°13'58"	16.10'	N31°50'41"W	14.41'
C11	367.50'	5°42'40"	36.63'	S75°06'20"E	36.62'
C12	1107.50'	0°51'55"	16.72'	N72°40'57"W	16.72'
C13	1107.50'	2°53'16"	55.82'	N74°33'32"W	55.81'
C14	1107.50'	3°07'08"	60.29'	N77°33'44"W	60.28'
C15	1162.50'	2°27'54"	50.02'	N77°16'44"W	50.01'
C16	1162.50'	2°27'54"	50.02'	N74°48'50"W	50.01'
C17	1162.50'	1°19'53"	27.01'	N72°54'56"W	27.01'
C18	312.50'	5°42'40"	31.15'	S75°06'20"E	31.14'
C19	10.00'	92°13'58"	16.10'	N55°55'21"E	14.41'
C20	972.50'	6°11'35"	105.12'	N06°42'34"E	105.06'
C21	972.50'	6°04'31"	103.12'	N00°34'32"E	103.07'
C22	19.00'	69°47'16"	23.14'	N37°12'22"W	21.74'
C23	1392.50'	0°39'48"	16.12'	N72°34'54"W	16.12'
C24	1392.50'	2°14'34"	54.51'	N74°02'05"W	54.50'
C25	1392.50'	2°14'33"	54.50'	S76°16'38"E	54.50'
C26	1447.50'	1°59'33"	50.34'	N73°25'20"W	50.34'
C27	40.00'	21°24'05"	14.94'	S82°57'02"E	14.85'
C28	40.00'	21°24'05"	14.94'	N75°38'53"E	14.85'
C29	52.00'	63°34'15"	57.69'	N83°16'03"W	54.78'
C30	52.00'	76°30'13"	69.43'	N13°13'49"W	64.39'
C31	52.00'	15°12'40"	13.81'	N32°37'38"E	13.76'
C32	40.00'	41°05'51"	28.69'	S19°41'02"W	28.08'
C33	1027.50'	0°40'14"	12.03'	N00°31'46"W	12.03'
C34	1027.50'	2°47'21"	50.02'	N01°12'01"E	50.01'
C35	1027.50'	2°47'21"	50.02'	N03°59'23"E	50.01'
C36	1027.50'	2°47'21"	50.02'	N06°46'44"E	50.01'
C37	1027.50'	2°47'21"	50.02'	N09°34'05"E	50.01'
C38	1027.50'	2°47'21"	50.02'	N12°21'26"E	50.01'
C39	1027.50'	2°47'21"	50.02'	N15°08'47"E	50.01'
C40	1027.50'	2°47'21"	50.02'	N17°56'08"E	50.01'
C41	1027.50'	2°47'21"	50.02'	N20°43'30"E	50.01'
C42	1027.50'	2°47'21"	50.02'	N23°30'51"E	50.01'
C43	1392.50'	2°14'33"	54.50'	N76°16'38"W	54.50'
C44	1027.50'	2°47'21"	50.02'	N26°18'12"E	50.01'
C45	40.00'	21°28'42"	14.99'	N29°46'56"E	14.91'
C46	68.00'	2°30'07"	2.97'	S20°17'39"W	2.97'
C47	68.00'	38°38'43"	45.87'	S40°52'04"W	45.00'
C48	68.00'	40°57'05"	48.60'	S80°39'58"W	47.57'
C49	68.00'	33°03'19"	39.23'	N62°19'50"W	38.69'

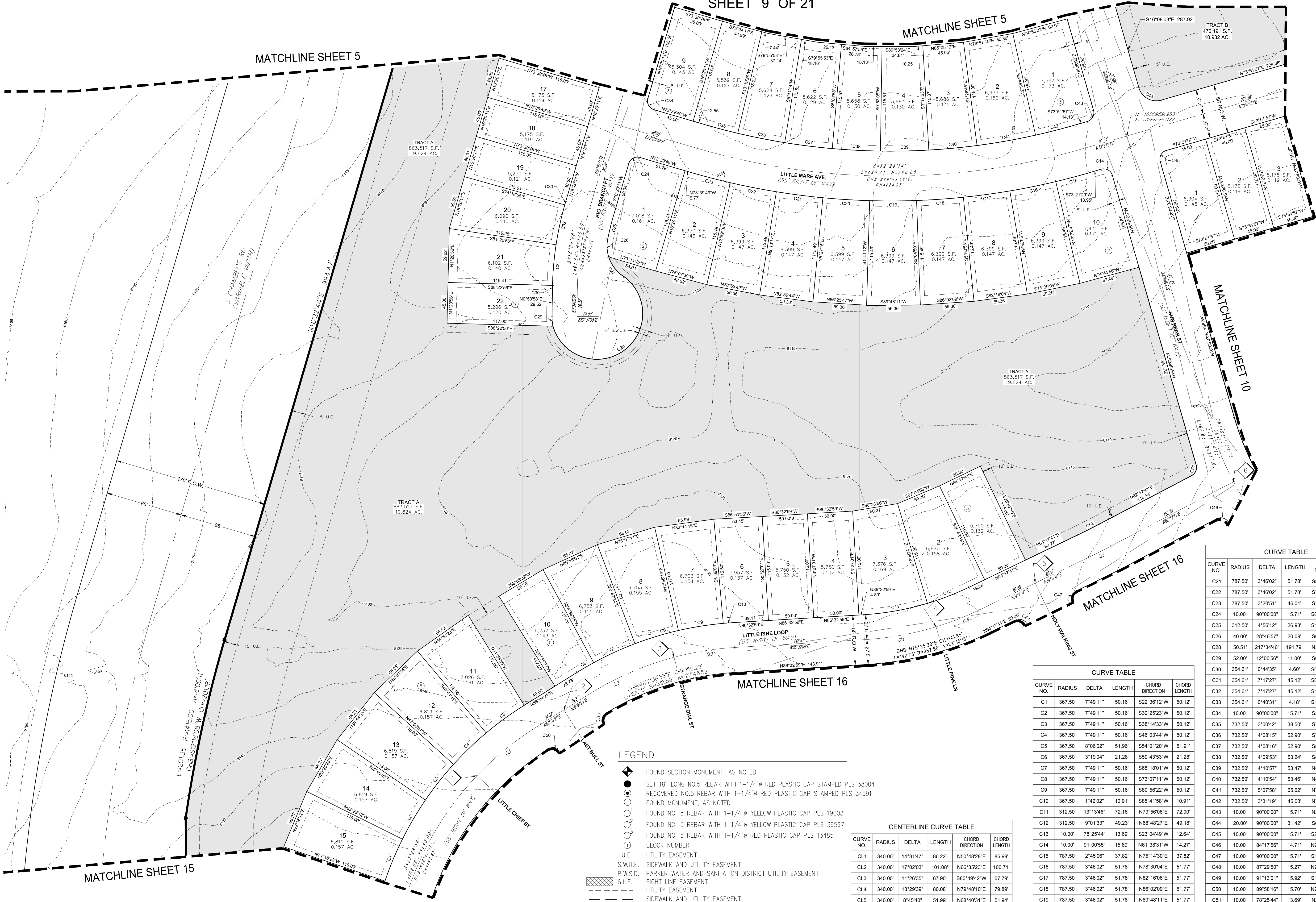
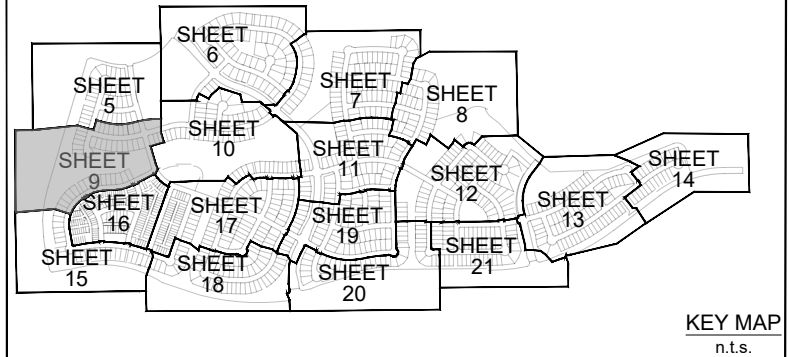
CENTERLINE CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
CL1	47.00'	69°48'31"	57.26'	N37°20'44"W	53.79'
CL2	1135.00'	23°57'09"	474.49'	S84°13'34"E	471.04'
CL3	340.00'	5°42'40"	33.89'	S75°06'20"E	33.88'

Westwood

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SUITE 240
ENGLEWOOD, CO 80112
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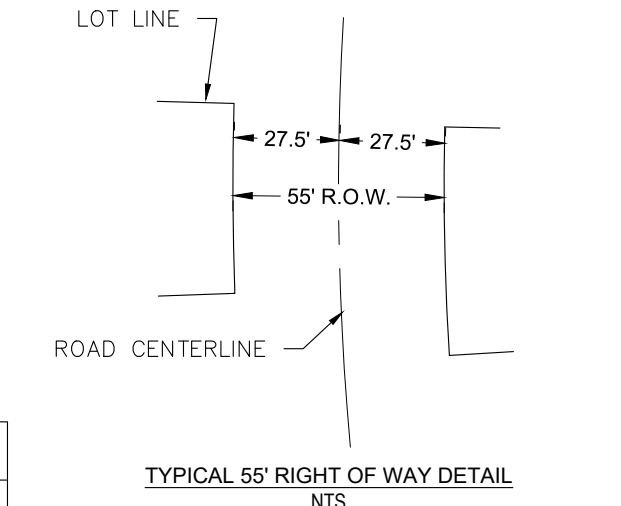
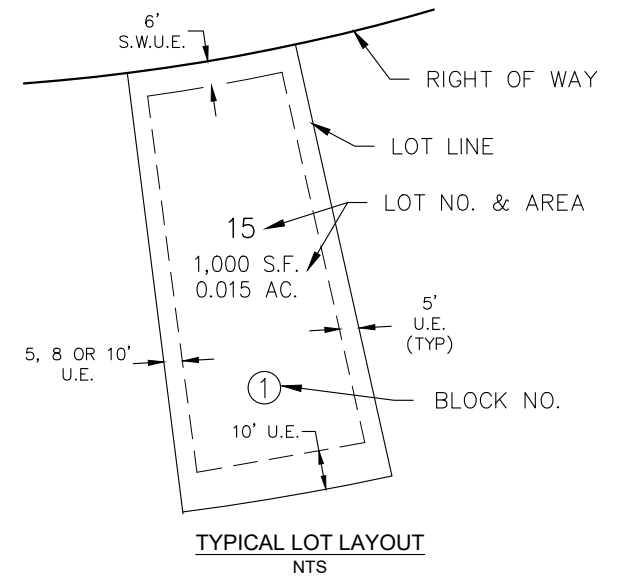
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 9 OF 21



KEY NOTES:

- 1 = N: 1600253.592 E: 3198580.670
- 2 = N: 1600326.105 E: 3198676.482
- 3 = N: 1600384.293 E: 3198798.482
- 4 = N: 1600417.903 E: 3199087.275
- 5 = N: 1600466.221 E: 3199196.794
- 6 = N: 1600578.075 E: 3199415.736



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	787.50'	3°46'02"	51.78'	S82°39'44"E	51.77'
C22	787.50'	3°46'02"	51.78'	S78°53'42"E	51.77'
C23	787.50'	3°20'51"	46.01'	S75°20'15"E	46.00'
C24	10.00'	90°00'00"	15.71'	S61°20'11"W	14.14'
C25	312.50'	4°56'12"	26.93'	S13°52'05"W	26.92'
C26	40.00'	28°46'57"	20.09'	S02°59'30"E	19.88'
C28	50.51'	217°34'46"	191.79'	N55°10'39"E	95.63'
C29	52.00'	12°08'56"	11.00'	S05°37'06"E	10.98'
C30	354.61'	0°44'35"	4.60'	S00°59'23"W	4.60'
C31	354.61'	7°17'27"	45.12'	S05°00'25"W	45.09'
C32	354.61'	7°17'27"	45.12'	S12°17'52"W	45.09'
C33	354.61'	0°40'31"	4.18'	S16°16'51"W	4.18'
C34	10.00'	90°00'00"	15.71'	S28°39'49"E	14.14'
C35	732.50'	3°00'42"	38.50'	S75°10'10"E	38.50'
C36	732.50'	4°08'15"	52.90'	S78°44'39"E	52.88'
C37	732.50'	4°08'16"	52.90'	S82°52'54"E	52.89'
C38	732.50'	4°09'53"	53.24'	S87°01'59"E	53.23'
C39	732.50'	4°10'57"	53.47'	N88°47'36"E	53.46'
C40	732.50'	4°10'54"	53.46'	N84°36'40"E	53.45'
C41	732.50'	5°07'58"	65.62'	N79°57'15"E	65.60'
C42	732.50'	3°31'19"	45.03'	N75°37'36"E	45.02'
C43	10.00'	90°00'00"	15.71'	N28°51'57"E	14.14'
C44	20.00'	90°00'00"	31.42'	S61°08'03"E	28.28'
C45	10.00'	90°00'00"	15.71'	S28°51'57"W	14.14'
C46	10.00'	84°17'56"	14.71'	N75°33'21"W	13.42'
C47	10.00'	90°00'00"	15.71'	S19°17'41"W	14.14'
C48	10.00'	87°29'50"	15.27'	N71°57'24"W	13.83'
C49	10.00'	91°13'01"	15.92'	S13°07'37"W	14.29'
C50	10.00'	89°58'16"	15.70'	N77°28'01"W	14.14'
C51	10.00'	78°25'44"	13.69'	N23°04'49"E	12.64'
C52	772.50'	2°00'00"	26.97'	N63°17'41"E	26.96'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
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- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

CENTERLINE CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
CL1	340.00'	14°31'47"	86.22'	N50°48'28"E	85.99'
CL2	340.00'	17°02'03"	101.08'	N66°35'23"E	100.71'
CL3	340.00'	11°26'35"	67.90'	S80°49'42"W	67.79'
CL4	340.00'	13°29'39"	80.08'	N79°48'10"E	79.89'
CL5	340.00'	8°45'40"	51.99'	N68°40'31"E	51.94'
CL6	800.00'	2°00'00"	27.93'	N63°17'41"E	27.92'

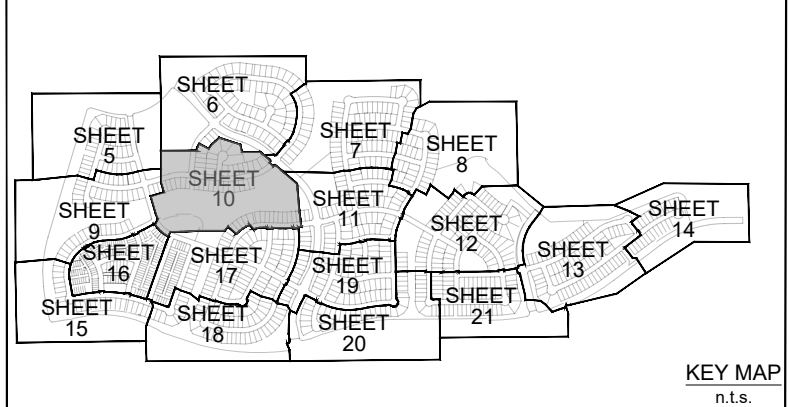
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	367.50'	7°49'11"	50.16'	S22°36'12"W	50.12'
C2	367.50'	7°49'11"	50.16'	S30°25'23"W	50.12'
C3	367.50'	7°49'11"	50.16'	S38°14'33"W	50.12'
C4	367.50'	7°49'11"	50.16'	S46°03'44"W	50.12'
C5	367.50'	8°06'02"	51.96'	S54°01'20"W	51.91'
C6	367.50'	3°19'04"	21.28'	S59°43'53"W	21.28'
C7	367.50'	7°49'11"	50.16'	S65°18'01"W	50.12'
C8	367.50'	7°49'11"	50.16'	S73°07'11"W	50.12'
C9	367.50'	7°49'11"	50.16'	S80°56'22"W	50.12'
C10	367.50'	1°42'02"	10.91'	S85°41'58"W	10.91'
C11	312.50'	13°13'46"	72.16'	N79°56'06"E	72.00'
C12	312.50'	9°01'33"	49.23'	N68°48'27"E	49.18'
C13	10.00'	78°25'44"	13.69'	S23°04'49"W	12.64'
C14	10.00'	91°00'55"	15.89'	N61°38'31"W	14.27'
C15	787.50'	2°45'06"	37.82'	N75°14'30"E	37.82'
C16	787.50'	3°46'02"	51.78'	N78°30'04"E	51.77'
C17	787.50'	3°46'02"	51.78'	N82°16'06"E	51.77'
C18	787.50'	3°46'02"	51.78'	N86°02'09"E	51.77'
C19	787.50'	3°46'02"	51.78'	N89°48'11"E	51.77'
C20	787.50'	3°46'02"	51.78'	S86°25'47"E	51.77'

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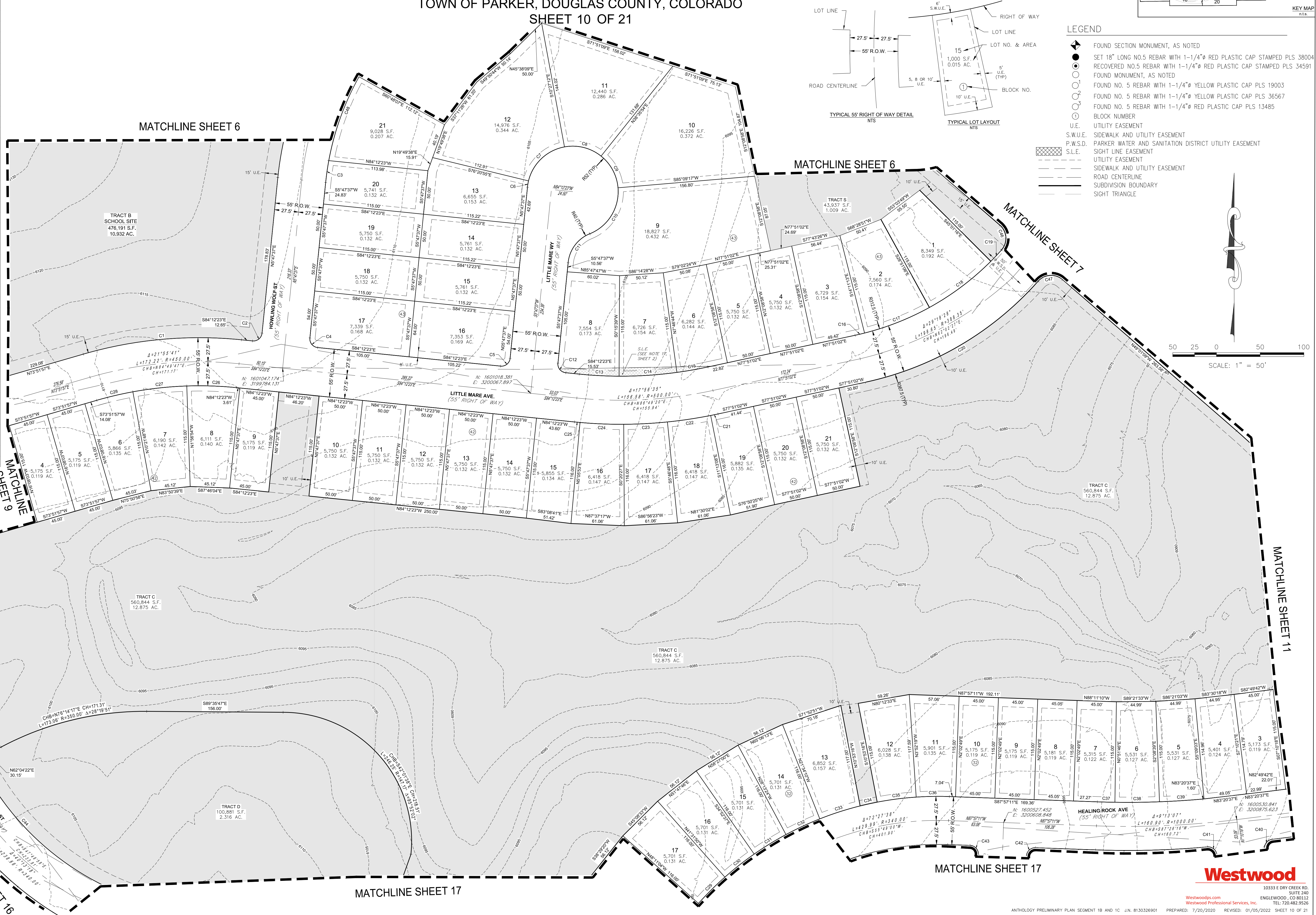
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	477.50'	21°55'41"	182.75'	S84°49'47"W	181.63'
C2	10.00'	90°00'00"	15.71'	N50°47'37"E	14.14'
C3	312.50'	4°37'11"	25.20'	S08°06'13"W	25.19'
C4	10.00'	90°00'00"	15.71'	S39°12'23"E	14.14'
C5	10.00'	90°00'00"	15.71'	N50°47'37"E	14.14'
C6	52.00'	8°04'56"	7.34'	S09°36'37"W	7.33'
C7	52.00'	65°53'44"	59.80'	S46°35'57"W	56.56'
C8	52.00'	49°03'06"	44.52'	N75°55'39"W	43.17'
C9	52.00'	46°33'22"	42.25'	N28°07'25"W	41.10'
C10	52.00'	72°46'25"	66.05'	N31°32'29"E	61.70'
C11	40.00'	62°08'05"	43.38'	S36°51'40"W	41.28'
C12	10.00'	90°00'00"	15.71'	S39°12'23"E	14.14'
C13	472.50'	5°31'58"	45.63'	S86°58'22"E	45.61'
C14	472.50'	8°02'23"	66.30'	N86°14'28"E	66.29'
C15	472.50'	4°22'14"	36.04'	N80°02'09"E	36.03'
C16	312.50'	2°02'15"	11.11'	N76°49'55"E	11.11'
C17	312.50'	14°39'53"	79.98'	N68°28'51"E	79.77'
C18	312.50'	16°10'10"	88.19'	N53°03'49"E	87.90'
C19	312.50'	3°15'34"	17.78'	N43°20'56"E	17.78'
C20	367.50'	36°18'45"	232.91'	N59°41'40"E	229.03'
C21	527.50'	0°55'50"	8.57'	N78°18'57"E	8.57'
C22	527.50'	5°26'21"	50.08'	N81°30'02"E	50.06'
C23	527.50'	5°26'21"	50.08'	N86°56'23"E	50.06'
C24	527.50'	5°26'21"	50.08'	S87°37'17"E	50.06'
C25	527.50'	0°41'44"	6.40'	S84°33'15"E	6.40'
C26	422.50'	7°44'31"	57.09'	N88°04'38"W	57.05'
C27	422.50'	8°24'54"	62.05'	S83°50'39"W	62.00'
C28	422.50'	5°46'16"	42.56'	S76°45'05"W	42.54'
C29	367.50'	6°39'13"	42.68'	S45°06'33"W	42.65'
C30	367.50'	6°39'13"	42.68'	S51°47'46"W	42.65'
C31	367.50'	6°39'13"	42.68'	S58°27'00"W	42.65'
C32	367.50'	6°39'13"	42.68'	S65°06'13"W	42.65'
C33	367.50'	7°33'44"	48.50'	S72°12'41"W	48.47'
C34	367.50'	3°07'11"	20.01'	S77°33'09"W	20.01'
C35	367.50'	7°00'57"	45.00'	S82°37'12"W	44.97'
C36	367.50'	5°55'08"	37.96'	S89°05'15"W	37.95'
C37	972.50'	1°11'04"	20.10'	S88°32'43"E	20.10'
C38	972.50'	3°00'24"	51.03'	N89°21'33"E	51.03'
C39	972.50'	2°54'46"	49.44'	N86°23'58"E	49.43'
C40	10.00'	91°05'59"	15.90'	S37°16'42"W	14.28'
C41	10.00'	86°39'14"	15.12'	N51°45'48"W	13.72'
C42	10.00'	90°00'00"	15.71'	S47°02'49"W	14.14'
C43	10.00'	90°00'00"	15.71'	N42°57'11"W	14.14'
C44	312.50'	44°35'22"	243.20'	S48°09'58"E	237.11'
C45	312.50'	9°44'14"	53.11'	S21°00'10"E	53.04'
C46	20.00'	90°44'18"	31.67'	N03°39'00"W	28.47'
C47	20.00'	89°26'33"	31.22'	S86°15'34"W	28.15'
C48	312.50'	16°47'05"	102.46'	S19°48'21"W	102.00'

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 10 OF 21

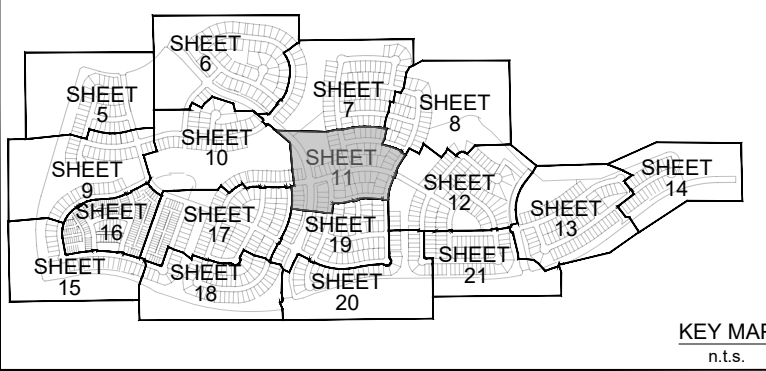


- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
 - RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
 - FOUND MONUMENT, AS NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
 - FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
 - BLOCK NUMBER
 - UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE



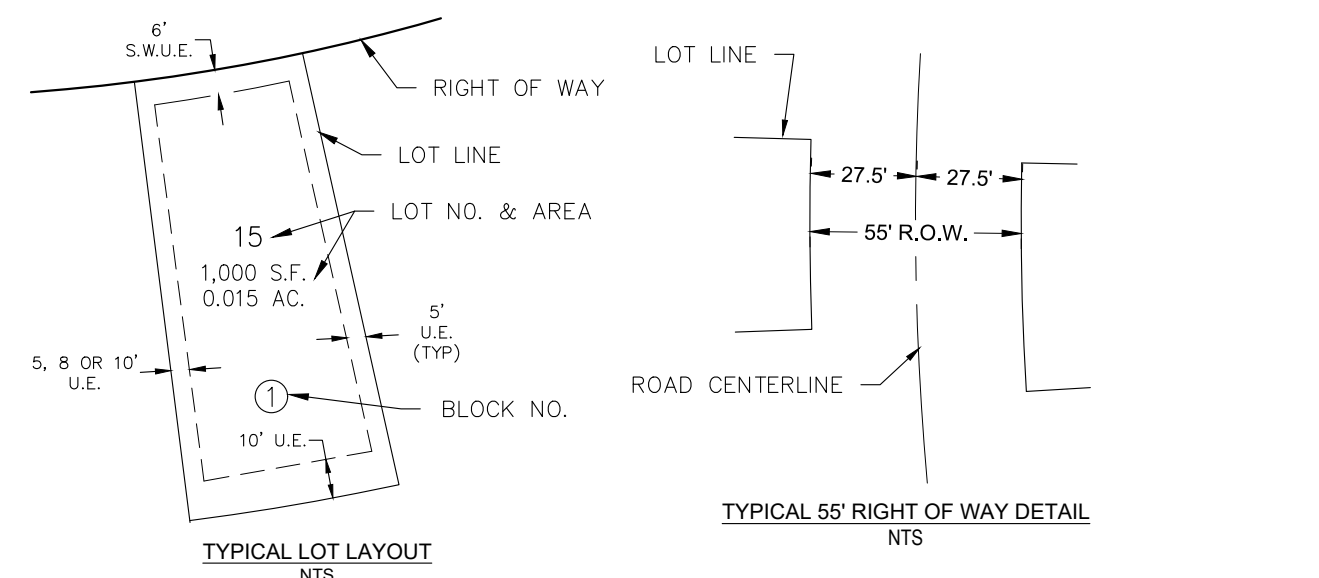
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 11 OF 21



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	802.50'	3°12'52"	45.02'	N06°10'49"E	45.02'
C2	802.50'	3°12'52"	45.02'	N02°57'53"E	45.02'
C3	802.50'	3°12'52"	45.02'	N00°19'00"W	45.02'
C4	802.50'	3°12'52"	45.02'	N03°27'52"W	45.02'
C5	802.50'	3°11'59"	44.82'	N06°40'18"W	44.81'
C6	10.00'	91°05'59"	15.90'	S37°16'42"W	14.28'
C7	20.00'	92°36'20"	32.33'	N00°52'08"W	28.92'
C8	1065.00'	22°46'40"	423.39'	N06°49'21"E	420.60'
C9	1135.00'	29°22'11"	581.83'	N09°52'16"E	575.48'
C10	20.00'	87°47'33"	30.65'	S39°04'54"W	27.75'
C11	367.50'	10°31'08"	67.47'	N77°43'06"E	67.37'
C12	10.00'	90°00'00"	15.71'	N82°32'28"W	14.14'
C13	312.50'	15°48'49"	86.25'	N09°38'04"W	85.86'
C14	1285.00'	0°38'32"	14.40'	N01°24'23"W	14.40'
C15	1285.00'	2°27'35"	55.17'	N00°08'40"E	55.16'
C16	1285.00'	2°27'35"	55.17'	N02°36'15"E	55.16'
C17	1285.00'	2°27'35"	55.17'	N05°03'51"E	55.16'
C18	1285.00'	2°27'35"	55.17'	N07°31'26"E	55.16'
C19	1340.00'	2°08'18"	50.01'	N07°22'54"E	50.01'
C20	1340.00'	2°01'26"	47.33'	N05°18'02"E	47.33'
C21	10.00'	91°23'55"	15.96'	S49°59'17"W	14.31'
C22	367.50'	19°44'19"	126.61'	N85°49'09"E	125.88'
C23	10.00'	90°00'00"	15.71'	N89°03'08"W	14.14'
C24	10.00'	92°20'11"	16.12'	S32°07'01"W	14.42'
C25	312.50'	15°03'57"	82.17'	S85°49'05"W	81.94'
C26	10.00'	85°32'20"	14.93'	N43°52'47"W	13.56'
C27	422.50'	22°54'46"	168.96'	S10°20'46"W	167.84'
C28	10.00'	93°01'01"	16.23'	S88°18'40"W	14.51'
C29	10.00'	87°16'14"	15.23'	S21°49'58"E	13.80'
C30	312.50'	11°06'59"	60.63'	S27°31'39"W	60.54'
C31	1027.50'	5°13'16"	93.63'	N30°18'30"E	93.60'
C32	972.50'	4°45'57"	13.00'	N32°32'10"E	13.00'
C33	10.00'	92°13'58"	16.10'	N13°57'47"W	14.41'
C34	367.50'	1°31'51"	9.82'	S32°09'13"W	8.82'
C35	367.50'	7°23'35"	47.42'	S27°41'30"W	47.39'
C36	367.50'	2°11'33"	14.06'	S22°53'56"W	14.06'
C37	10.00'	87°16'14"	15.23'	N65°28'16"E	13.80'
C38	777.50'	7°56'08"	106.25'	N74°42'43"W	106.16'
C39	777.50'	3°36'28"	49.07'	N80°30'01"W	49.07'
C40	777.50'	3°41'14"	49.47'	N84°10'22"W	49.46'
C41	777.50'	3°41'14"	49.47'	N87°51'37"W	49.46'
C42	777.50'	3°36'27"	49.07'	S88°28'03"W	49.06'
C43	777.50'	7°33'59"	101.52'	S82°51'20"W	101.44'
C44	15.00'	87°00'46"	22.78'	S97°15'21"E	20.65'
C45	1572.50'	0°50'11"	22.96'	S13°20'22"E	22.96'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C46	1572.50'	1°20'08"	36.65'	S12°15'13"E	36.65'
C47	10.00'	90°00'00"	15.71'	S33°24'51"W	14.14'
C48	822.50'	4°19'23"	62.06'	S80°34'32"W	62.04'
C49	822.50'	5°34'11"	79.96'	S85°31'20"W	79.93'
C50	822.50'	4°26'30"	63.76'	N89°28'20"W	63.75'
C51	822.50'	4°12'01"	60.29'	N85°08'04"W	60.28'
C52	822.50'	4°26'14"	63.70'	N80°49'57"W	63.68'
C53	822.50'	4°22'56"	62.91'	N76°29'22"W	62.89'
C54	312.50'	14°09'07"	77.19'	N70°09'20"W	76.99'
C55	877.50'	3°19'55"	51.03'	N78°13'46"W	51.02'
C56	877.50'	3°18'15"	50.80'	N82°32'51"W	50.80'
C57	877.50'	3°11'31"	48.89'	N85°47'44"W	48.88'
C58	877.50'	3°19'55"	51.03'	N89°03'27"W	51.02'
C59	877.50'	3°19'55"	51.03'	S87°36'38"W	51.02'
C60	877.50'	3°28'44"	53.28'	S84°12'19"W	53.27'
C61	877.50'	3°19'55"	51.03'	S80°28'24"W	62.04'
C62	10.00'	90°00'00"	15.71'	S66°30'09"E	14.14'
C63	1627.50'	0°10'44"	5.08'	S11°29'47"E	5.08'
C64	1627.50'	1°27'58"	41.83'	S12°19'07"E	41.83'
C65	1627.50'	0°42'23"	20.06'	N13°24'16"W	20.06'
C66	10.00'	88°17'20"	15.06'	N29°18'49"E	13.68'
C67	312.50'	8°36'59"	46.82'	N76°45'36"E	46.87'
C68	475.00'	29°42'49"	246.01'	N34°10'56"W	243.37'
C69	1065.00'	9°34'04"	177.84'	N14°33'39"W	177.83'
C70	20.00'	92°36'18"	32.33'	N36°31'33"E	28.92'
C71	10.00'	90°00'00"	15.71'	S27°27'32"W	14.14'
C72	722.50'	1°12'54"	15.32'	S73°03'59"W	15.32'
C73	722.50'	4°43'16"	59.53'	S76°02'04"W	59.52'
C74	722.50'	5°19'07"	66.23'	S81°01'15"W	66.20'
C75	722.50'	5°19'07"	66.23'	S86°16'22"W	66.20'
C76	722.50'	4°43'16"	59.53'	N88°04'27"W	59.52'
C77	722.50'	6°48'07"	85.77'	N82°56'45"W	85.72'
C78	722.50'	8°21'50"	105.47'	N75°23'47"W	105.37'
C79	10.00'	93°01'01"	16.23'	N24°42'21"W	14.51'
C80	477.50'	7°53'33"	65.78'	S17°51'22"W	65.72'
C81	477.50'	6°08'50"	51.23'	S10°50'11"W	51.21'
C82	10.00'	89°35'18"	14.94'	N50°33'25"E	13.59'
C83	367.50'	1°02'01"	6.63'	N87°09'57"W	6.63'
C84	367.50'	8°11'27"	52.54'	S88°19'19"W	52.49'
C85	367.50'	8°10'41"	52.45'	S88°02'15"W	52.41'
C86	312.50'	16°48'12"	91.47'	N84°02'01"E	91.14'
C87	10.00'	88°24'30"	15.43'	N43°04'39"W	13.94'
C88	1169.65'	3°16'12"	66.76'	N00°18'01"W	66.75'
C89	367.50'	9°25'03"	60.40'	N06°28'11"W	60.34'
C90	367.50'	6°23'46"	41.02'	N41°20'35"W	41.00'

50 25 0 50 100
SCALE: 1" = 50'

Westwood

10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9336

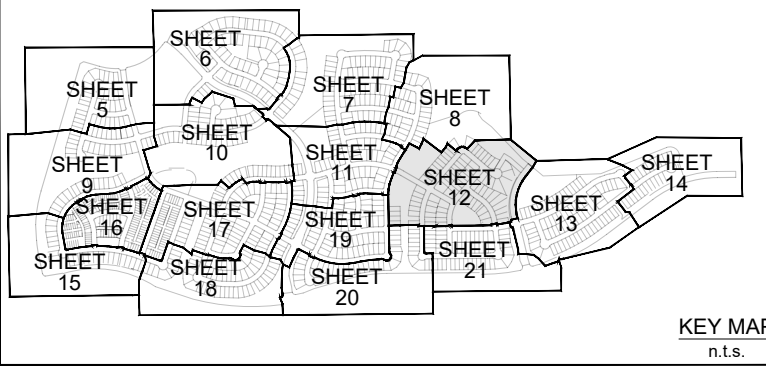
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C, J.N. 8130326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 11 OF 21

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 12 OF 21

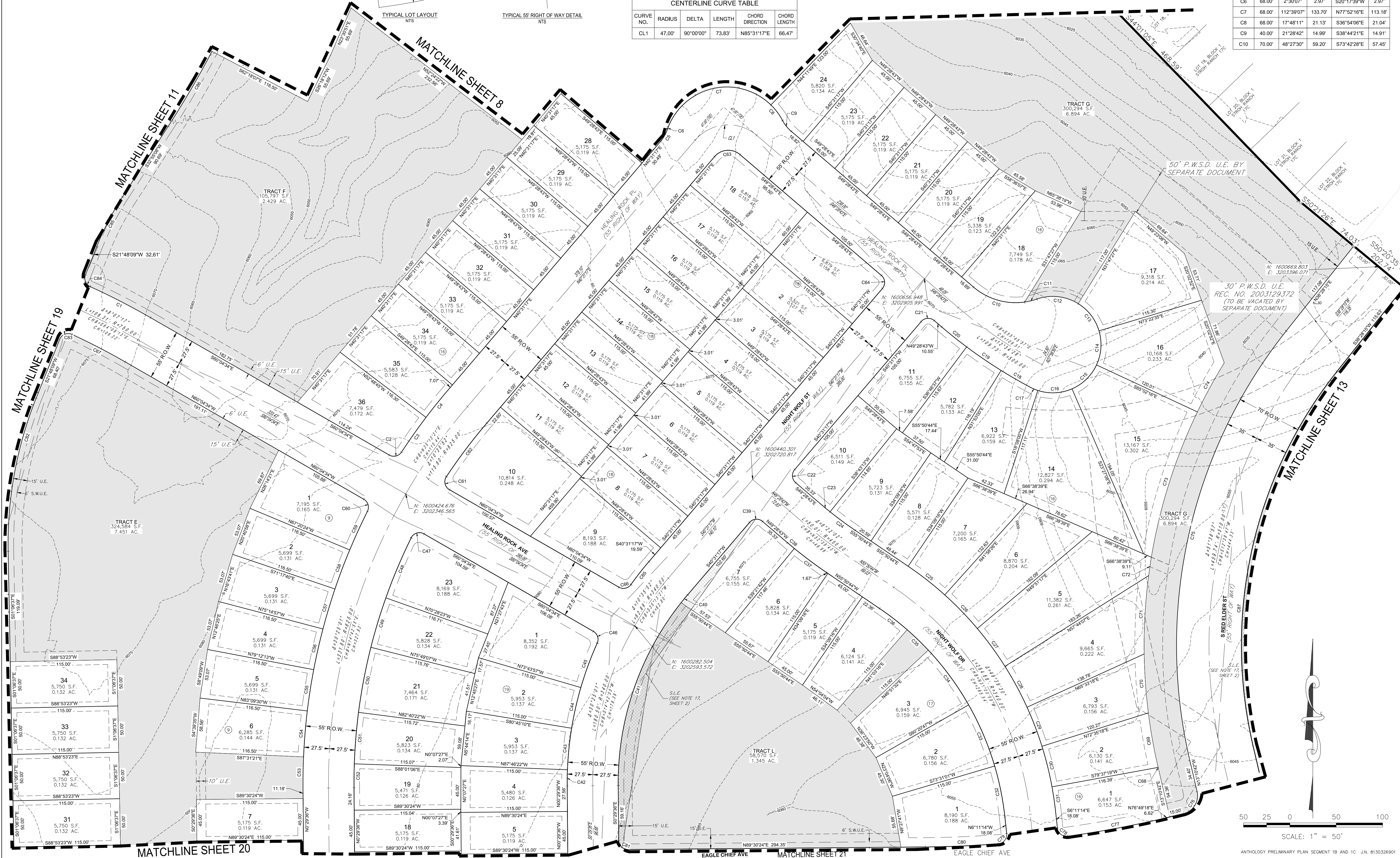


KEY MAP
N.T.S.

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
CL1	47.00'	90°00'00"	73.83'	N85°31'17"E	66.47'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	777.50'	5°23'31"	73.17'	N62°46'20"W	73.14'
C2	10.00'	86°45'18"	15.14'	N76°32'46"E	13.74'
C3	652.50'	4°01'08"	45.77'	S35°10'41"W	45.76'
C4	652.50'	3°20'02"	37.97'	S38°51'16"W	37.96'
C5	40.00'	21°28'42"	14.99'	N29°46'56"E	14.91'
C6	68.00'	2°30'07"	2.97'	S20°17'39"W	2.97'
C7	68.00'	112°39'07"	133.70'	N77°52'16"E	113.18'
C8	68.00'	17°48'11"	21.13'	S36°54'06"E	21.04'
C9	40.00'	21°28'42"	14.99'	S38°44'21"E	14.91'
C10	70.00'	48°27'30"	59.20'	S73°42'28"E	57.45'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C11	70.00'	11°13'07"	13.71'	N76°27'14"E	13.68'
C12	52.00'	50°56'47"	46.24'	N83°40'56"W	44.73'
C13	52.00'	41°35'08"	37.74'	N37°24'59"W	36.92'
C14	52.00'	41°35'08"	37.74'	N04°10'10"E	36.92'
C15	52.00'	41°35'08"	37.74'	N45°45'18"E	36.92'
C16	52.00'	41°35'08"	37.74'	N87°20'26"E	36.92'
C17	52.00'	9°48'49"	8.91'	S66°57'35"E	8.90'
C18	527.50'	3°56'10"	36.24'	S60°05'05"E	36.23'
C19	527.50'	4°53'37"	45.05'	S55°40'12"E	45.04'
C20	527.50'	3°44'40"	34.47'	S51°21'03"E	34.47'
C21	10.00'	90°00'00"	15.71'	S85°31'17"W	14.14'
C22	10.00'	90°00'00"	15.71'	S04°28'43"E	14.14'
C23	422.50'	1°48'04"	13.28'	S50°22'45"E	13.28'
C24	422.50'	4°33'57"	33.67'	S53°33'46"E	33.66'
C25	367.50'	7°49'11"	50.16'	N51°56'09"W	50.12'
C26	367.50'	7°52'51"	50.55'	N44°05'08"W	50.51'
C27	367.50'	7°52'51"	50.55'	N36°12'18"W	50.51'
C28	367.50'	7°49'11"	50.16'	N28°21'17"W	50.12'
C29	367.50'	7°02'00"	45.11'	N20°55'42"W	45.08'
C30	367.50'	7°02'00"	45.11'	N13°53'41"W	45.08'
C31	367.50'	4°11'12"	26.87'	N08°16'58"W	26.87'
C32	312.50'	10°17'45"	56.16'	N11°20'07"W	56.08'
C33	312.50'	13°10'13"	71.83'	N23°04'06"W	71.68'
C34	312.50'	13°29'15"	73.56'	N36°23'50"W	73.39'
C35	312.50'	5°48'17"	31.66'	N46°02'36"W	31.65'
C36	312.50'	6°54'00"	37.63'	N52°23'44"W	37.61'
C37	477.50'	5°12'28"	43.40'	S53°14'31"E	43.38'
C38	477.50'	1°09'33"	9.67'	S50°03'30"E	9.67'
C39	10.00'	90°00'00"	15.71'	S85°31'17"W	14.14'
C40	312.50'	2°02'20"	11.12'	S39°30'08"W	11.12'
C41	312.50'	38°58'33"	212.58'	S18°59'41"W	208.51'
C42	367.50'	2°43'13"	17.45'	S00°52'01"W	17.45'
C43	367.50'	7°01'13"	45.03'	S05°44'14"W	45.00'
C44	367.50'	7°01'13"	45.03'	S12°45'27"W	45.00'
C45	367.50'	7°57'19"	51.03'	S20°14'42"W	50.98'
C46	68.00'	38°38'43"	45.87'	S40°52'04"W	45.00'
C47	68.00'	84°17'58"	14.71'	N17°55'36"W	13.42'
C48	68.00'	40°57'05"	48.60'	S80°39'58"W	47.57'
C49	597.50'	5°15'15"	71.48'	S10°45'15"W	71.44'
C50	597.50'	5°20'44"	55.75'	S04°39'16"W	55.73'
C51	597.50'	2°28'29"	25.81'	S00°44'39"W	25.81'
C52	652.50'	2°58'15"	33.83'	S00°59'32"W	33.83'
C53	652.50'	4°21'51"	49.70'	S04°39'35"W	49.69'
C54	652.50'	3°57'16"	45.04'	S08°49'09"W	45.03'
C55	652.50'	3°57'16"	45.04'	S12°46'25"W	45.03'
C56	652.50'	3°57'16"	45.04'	S16°43'41"W	45.03'
C57	652.50'	3°57'16"	45.04'	S20°40'58"W	45.03'
C58	652.50'	4°01'08"	45.77'	S24°40'10"W	45.76'
C59	10.00'	86°45'18"	15.14'	N16°41'55"W	13.74'
C60	10.00'	93°39'35"	16.35'	S13°14'47"E	14.59'
C61	597.50'	6°56'17"	72.35'	S37°03'09"W	72.31'
C62	597.50'	90°00'00"	30.63'	S85°31'17"W	27.58'
C63	10.00'	90°00'00"	15.71'	N04°28'43"W	14.14'
C64	367.50'	4°53'48"	31.41'	S38°04'23"W	31.40'
C65	10.00'	84°17'58"	14.71'	N77°46'27"E	13.42'
C66	722.50'	5°06'16"	64.37'	N62°37'42"W	64.34'
C67	580.00'	0°03'22"	0.57'	S13°09'00"E	0.57'
C68	580.00'	5°54'10"	59.75'	S10°10'14"E	59.73'
C69	580.00'	6°17'50"	63.75'	S04°04'14"E	63.71'
C70	580.00'	8°22'06"	84.71'	S03°15'44"W	84.64'
C71	580.00'	1°59'03"	20.09'	S08°26'19"W	20.08'
C72	580.00'	16°17'50"	164.97'	S17°34'45"W	164.42'
C73	580.00'	5°57'57"	60.39'	S28°42'38"W	60.36'
C74	545.00'	51°38'57"	491.29'	S12°38'47"W	474.82'
C75	20.00'	90°00'00"	31.42'	N31°49'18"E	28.28'
C76	1172.50'	5°08'33"	105.23'	N79°23'35"E	105.20'
C77	10.00'	91°50'55"	16.03'	S52°06'41"E	14.37'
C78	10.00'	91°50'55"	16.03'	N39°44'13"E	14.37'
C79	1172.50'	3°50'44"	78.69'	N87°35'03"E	78.68'
C80	10.00'	90°00'00"	15.71'	S45°29'38"E	14.14'
C81	422.50'	22°54'40"	168.96'	S10°20'46"W	167.84'
C82	38.00'	93°01'01"	16.23'	S68°18'40"W	14.51'
C83	10.00'	87°16'14"	15.23'	S21°49'58"E	13.80'
C84	312.50'	11°06'59"	60.63'	S27°21'39"W	60.54'
C85	1027.50'	5°13'16"	93.63'	N30°18'30"E	93.60'
C86	475.00'	51°38'57"	428.19'	S12°38'47"W	413.84'



SCALE: 1" = 50'

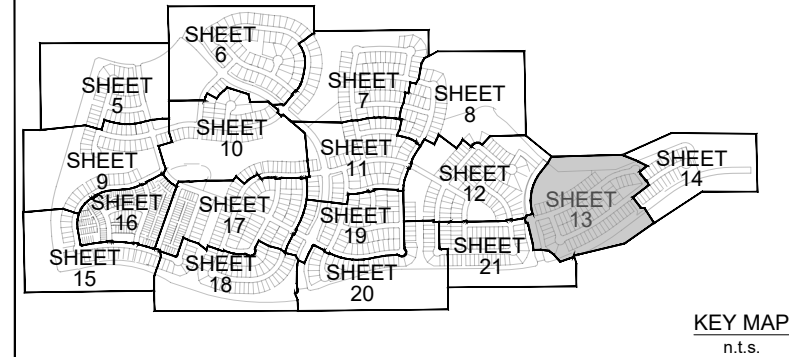
Westwood

10333 S DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9326
Westwoods.com
Westwood Professional Services, Inc.
PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 12 OF 21

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C J.N. 8130326901

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 13 OF 21



50 25 0 50 100
SCALE: 1" = 50'

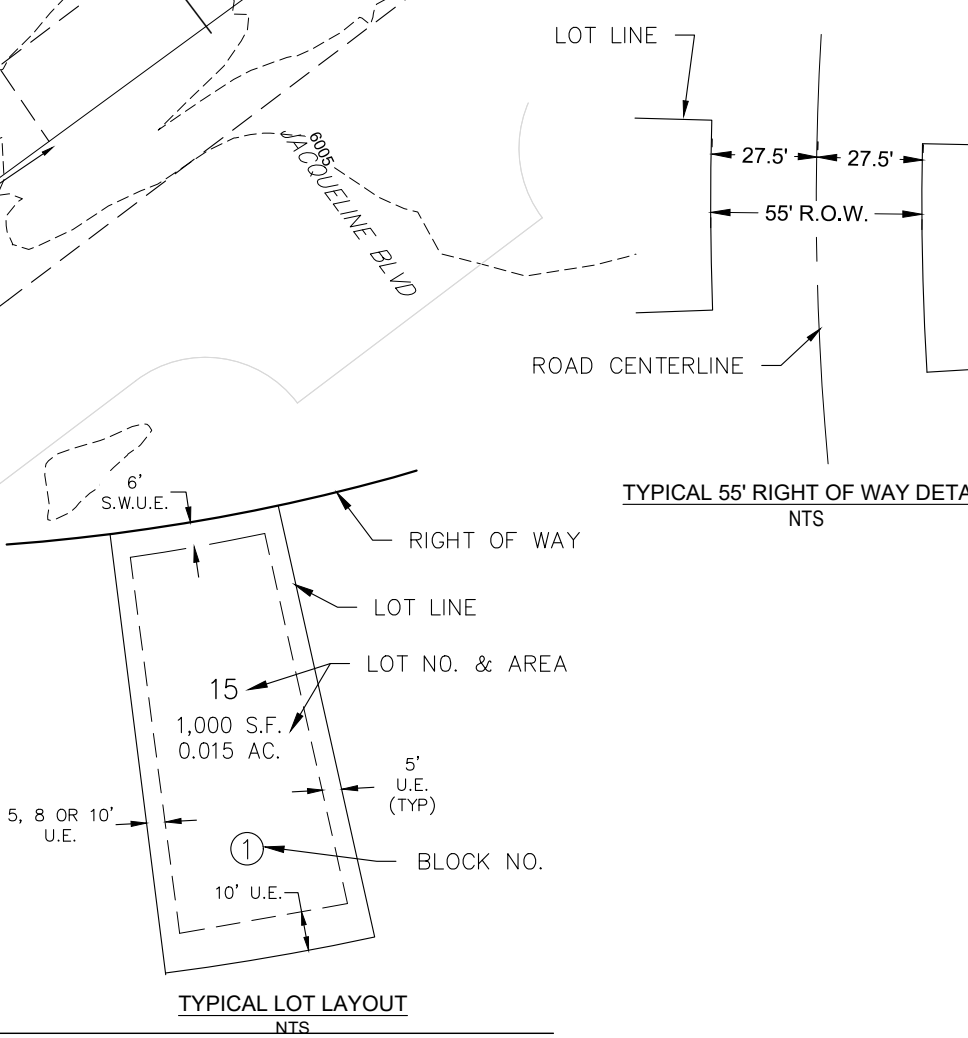


CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	90°00'00"	31.42'	S58°10'42"E	28.28'
C2	1372.50'	0°18'53"	7.54'	N76°39'52"E	7.54'
C3	1372.50'	1°52'53"	45.07'	N75°33'59"E	45.07'
C4	1372.50'	2°03'03"	49.13'	N73°36'01"E	49.12'
C5	1372.50'	2°03'03"	49.13'	N71°32'58"E	49.12'
C6	1372.50'	2°03'03"	49.13'	N69°29'55"E	49.12'
C7	1372.50'	2°03'03"	49.13'	N67°26'52"E	49.12'
C8	1372.50'	2°03'03"	49.13'	N65°23'49"E	49.12'
C9	1372.50'	2°03'03"	49.13'	N63°20'46"E	49.12'
C10	1372.50'	2°03'03"	49.13'	N61°17'44"E	49.12'
C11	1372.50'	2°03'03"	49.13'	N59°14'41"E	49.12'
C12	1372.50'	2°03'03"	49.13'	N57°11'38"E	49.12'
C13	1372.50'	2°03'03"	49.13'	N55°08'35"E	49.12'
C14	1372.50'	1°13'16"	29.25'	N53°30'26"E	29.25'
C15	367.50'	17°36'00"	112.89'	S61°41'47"W	112.44'

CENTERLINE CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
CL1	47.00'	91°25'06"	74.99'	N66°04'20"W	67.29'
CL2	47.00'	63°25'20"	52.03'	N68°48'52"W	49.41'

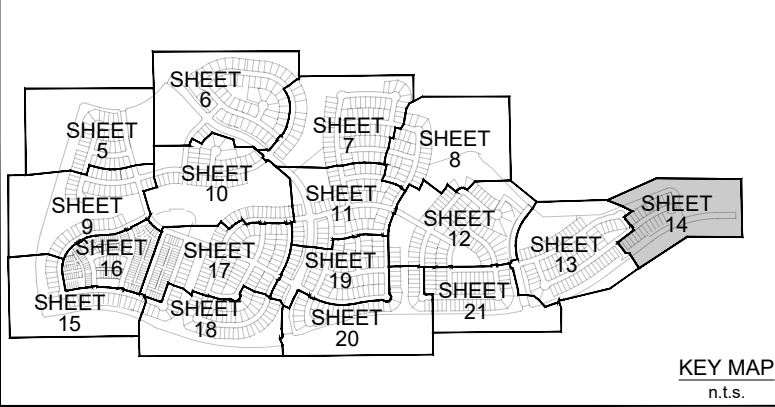
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C16	367.50'	8°58'41"	57.59'	S74°59'08"W	57.53'
C17	40.00'	42°48'10"	29.88'	N58°04'23"E	29.19'
C18	52.00'	149°01'40"	135.25'	N68°48'52"W	100.22'
C19	40.00'	13°30'45"	9.43'	S01°03'25"E	9.41'
C20	40.00'	29°17'25"	20.45'	S22°27'30"E	20.23'
C21	10.00'	90°00'00"	15.71'	N82°06'13"W	14.14'
C22	1973.50'	1°02'27"	35.85'	N53°25'01"E	35.85'
C23	1973.50'	1°18'24"	45.00'	N54°35'26"E	45.00'
C24	1973.50'	1°18'24"	45.00'	N55°35'50"E	45.00'
C25	1973.50'	1°18'24"	45.00'	N57°12'13"E	45.00'
C26	1973.50'	1°27'06"	50.01'	N58°34'58"E	50.00'
C27	1973.50'	1°18'24"	45.00'	N59°57'43"E	45.00'
C28	1973.50'	1°18'24"	45.00'	N61°16'07"E	45.00'
C29	1973.50'	1°18'24"	45.00'	N62°34'31"E	45.00'
C30	1973.50'	1°18'24"	45.00'	N63°52'54"E	45.00'
C31	1973.50'	1°18'24"	45.00'	N65°11'18"E	45.00'
C32	1973.50'	1°18'24"	45.00'	N66°29'42"E	45.00'
C33	1973.50'	0°40'45"	23.39'	N67°29'16"E	23.39'
C34	40.00'	32°34'20"	22.74'	S51°32'29"W	22.43'
C35	40.00'	9°20'01"	6.52'	S63°35'18"W	6.51'
C36	52.00'	82°29'32"	74.87'	N67°10'04"E	68.57'
C37	52.00'	46°51'17"	42.52'	S48°09'32"E	41.35'
C38	52.00'	47°10'16"	42.81'	S01°08'45"E	41.61'
C39	40.00'	42°48'10"	29.88'	N01°02'18"E	29.19'
C40	10.00'	87°04'51"	15.20'	N63°54'13"W	13.78'
C41	1427.50'	4°15'08"	105.94'	N74°40'56"E	105.92'
C42	1427.52'	0°00'48"	0.33'	N76°48'54"E	0.33'
C43	20.00'	90°00'00"	31.42'	S31°49'18"W	28.28'
C44	10.00'	89°55'43"	15.70'	S24°36'04"W	14.13'
C45	1427.50'	1°48'25"	45.02'	N68°39'43"E	45.02'
C46	1427.50'	1°48'23"	45.01'	N66°51'19"E	45.01'
C47	1427.50'	1°48'23"	45.01'	N65°02'56"E	45.01'
C48	1427.50'	1°48'23"	45.01'	N63°14'32"E	45.01'
C49	1427.50'	1°48'23"	45.01'	N61°26'09"E	45.01'
C50	1427.50'	1°55'50"	48.10'	N59°34'03"E	48.10'
C51	1427.50'	1°48'23"	45.01'	N57°41'56"E	45.01'
C52	1427.50'	1°48'23"	45.01'	N55°53'33"E	45.01'
C53	1427.50'	1°48'23"	45.01'	N54°05'09"E	45.01'
C54	1427.50'	0°17'17"	7.18'	N53°02'19"E	7.18'
C55	10.00'	90°00'00"	15.71'	N82°06'13"W	14.14'
C56	10.00'	90°00'00"	15.71'	N07°53'47"E	14.14'
C57	1918.50'	0°06'23"	3.56'	N52°56'59"E	3.56'
C58	1918.50'	1°26'51"	48.47'	N53°43'35"E	48.47'
C59	1918.50'	1°25'43"	47.83'	N55°09'52"E	47.83'
C60	1918.50'	1°39'30"	55.53'	N56°42'29"E	55.53'
C61	1918.50'	1°32'34"	51.66'	N58°18'31"E	51.65'
C62	1918.50'	1°38'54"	55.19'	N59°54'15"E	55.19'
C63	1918.50'	1°47'40"	60.09'	N61°37'32"E	60.09'
C64	1918.50'	1°38'24"	54.92'	N63°20'34"E	54.91'
C65	1918.50'	1°25'39"	47.80'	N64°52'35"E	47.79'
C66	1918.50'	1°25'40"	47.81'	N66°18'15"E	47.80'
C67	1918.50'	1°12'03"	40.21'	N67°37'06"E	40.21'
C68	19.50'	91°25'06"	31.11'	S66°04'20"E	27.92'
C69	10.00'	90°00'00"	15.71'	S82°06'13"W	14.14'
C70	10.00'	90°00'00"	15.71'	S07°53'47"W	14.14'
C71	312.50'	2°40'21"	14.58'	S54°13'58"W	14.57'
C72	312.50'	13°48'24"	75.30'	S62°28'20"W	75.12'
C73	312.50'	1°07'15"	6.11'	S69°56'10"W	6.11'
C74	312.50'	6°36'02"	36.00'	S73°47'48"W	35.98'
C75	19.00'	63°25'20"	21.03'	N68°48'52"W	19.97'
C76	10.00'	90°00'00"	15.71'	N07°53'47"E	14.14'
C77	2090.00'	1°02'16"	37.86'	N53°24'56"E	37.86'
C78	2090.00'	1°18'24"	47.66'	N54°35'16"E	47.66'
C79	2090.00'	1°18'24"	47.66'	N55°53'40"E	47.66'
C80	2090.00'	1°18'24"	47.66'	N57°12'04"E	47.66'
C81	2090.00'	1°27'07"	52.96'	N58°34'49"E	52.96'
C82	2090.00'	1°18'24"	47.66'	N59°57'34"E	47.66'
C83	2090.00'	1°18'24"	47.66'	N61°15'58"E	47.66'
C84	2090.00'	1°18'24"	47.66'	N62°34'22"E	47.66'
C85	2090.00'	1°18'24"	47.66'	N63°52'46"E	47.66'
C86	2090.00'	1°18'24"	47.66'	N65°11'09"E	47.66'
C87	2090.00'	1°18'24"	47.66'	N66°29'33"E	47.66'
C88	2090.00'	1°14'01"	45.00'	N67°45'46"E	45.00'
C89	2140.00'	3°02'52"	113.83'	N67°41'16"E	113.82'
C90	2125.00'	5°05'48"	189.03'	S72°29'44"W	188.97'

- LEGEND
- FOUND SECTION MONUMENT, AS NOTED
 - SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38004
 - RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
 - FOUND MONUMENT, AS NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE

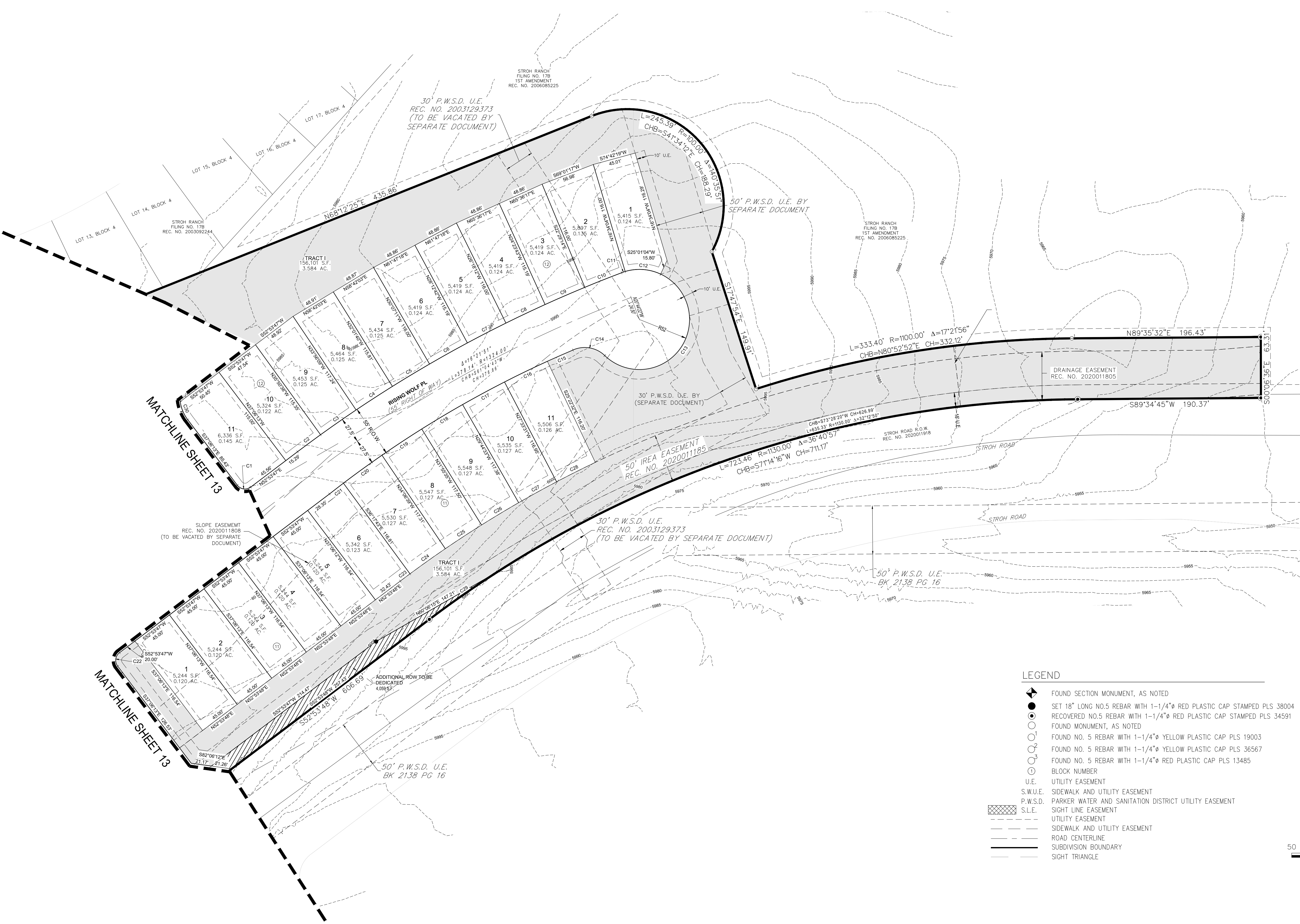


ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

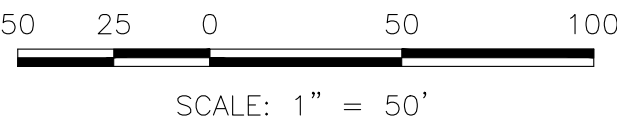
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 14 OF 21



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	90°00'00"	15.71'	S82°06'13"E	14.14'
C2	1351.50'	1°15'34"	29.71'	S53°31'35"W	29.71'
C3	1351.50'	1°54'29"	45.01'	S55°06'36"W	45.01'
C4	1351.50'	1°54'29"	45.01'	S57°01'06"W	45.01'
C5	1351.50'	1°54'29"	45.01'	S58°55'35"W	45.01'
C6	1351.50'	1°54'29"	45.01'	S60°50'04"W	45.01'
C7	1351.50'	1°54'29"	45.01'	S62°44'33"W	45.01'
C8	1351.50'	1°54'29"	45.01'	S64°39'02"W	45.01'
C9	1351.50'	1°54'29"	45.01'	S66°33'31"W	45.01'
C10	1351.50'	1°44'38"	41.14'	S68°23'05"W	41.13'
C11	52.00'	4°16'31"	3.88'	S71°17'40"W	3.88'
C12	52.00'	41°35'08"	37.74'	N85°46'30"W	36.92'
C13	52.00'	198°50'47"	180.47'	N34°26'27"E	102.60'
C14	30.00'	67°57'23"	35.58'	N80°06'51"W	33.53'
C15	1113.76'	1°29'37"	29.03'	S66°14'03"W	29.03'
C16	1113.76'	2°32'37"	49.45'	S64°12'56"W	49.44'
C17	1113.76'	2°32'41"	49.46'	S61°40'17"W	49.46'
C18	1113.76'	2°32'42"	49.47'	S59°07'35"W	49.47'
C19	1113.76'	2°32'42"	49.47'	S56°34'53"W	49.47'
C20	1113.76'	2°32'40"	49.46'	S54°02'12"W	49.46'
C21	1113.76'	0°56'27"	18.29'	S52°17'38"W	18.29'
C22	10.00'	90°00'00"	15.71'	S07°53'47"W	14.14'
C23	1180.00'	0°36'36"	12.56'	S53°12'06"W	12.56'
C24	1180.00'	2°11'05"	45.00'	S54°35'56"W	44.99'
C25	1180.00'	2°11'05"	45.00'	S56°47'02"W	44.99'
C26	1180.00'	2°11'05"	45.00'	S58°58'07"W	44.99'
C27	1180.00'	2°11'06"	45.00'	S61°09'13"W	44.99'
C28	1180.00'	2°11'06"	45.00'	S63°20'18"W	45.00'
C29	1130.00'	4°28'07"	88.13'	S55°07'51"W	88.11'
C30	40.00'	29°17'25"	20.45'	S22°27'30"E	20.23'



- LEGEND
- FOUND SECTION MONUMENT, AS NOTED
 - SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38004
 - RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
 - FOUND MONUMENT, AS NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE



Westwood

10333 E DRY CREEK RD.

SUITE 240

Westwoods.com

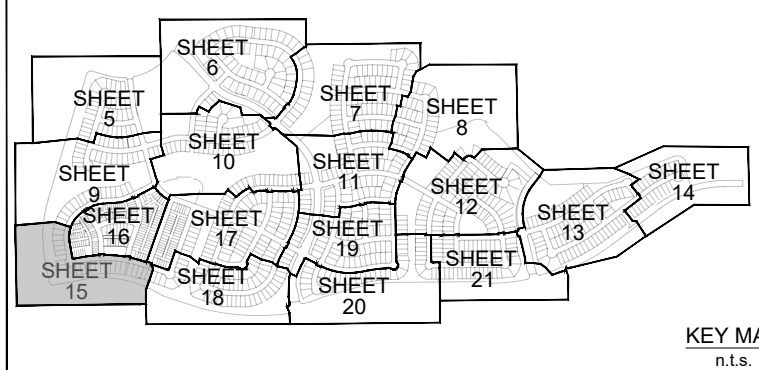
Westwood Professional Services, Inc.

ENGLEWOOD, CO 80112

TEL: 720.482.9535

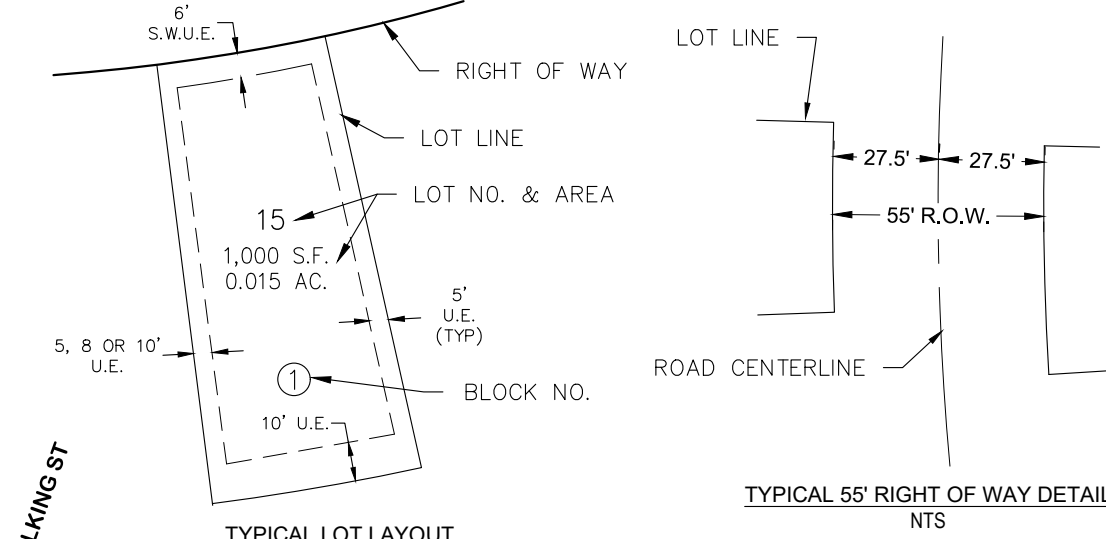
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 15 OF 21

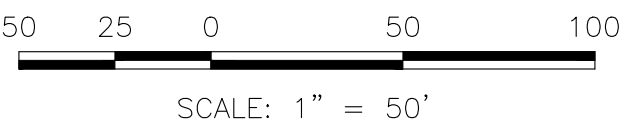


LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
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- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
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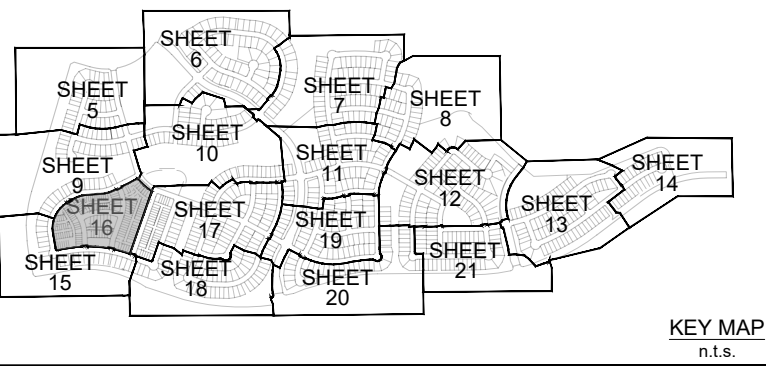
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	367.50'	7°49'11"	50.16'	S14°47'02"W	50.12'
C2	367.50'	7°49'11"	50.16'	S06°57'51"W	50.12'
C3	367.50'	7°49'11"	50.16'	S00°51'19"E	50.12'
C4	367.50'	4°50'47"	31.09'	S07°11'18"E	31.08'
C5	40.00'	37°45'10"	26.36'	N09°15'53"E	25.88'
C6	40.00'	5°03'00"	3.53'	N30°39'58"E	3.52'
C7	52.00'	56°07'14"	50.93'	S05°07'51"W	48.92'
C8	52.00'	45°15'48"	41.08'	S45°33'40"E	40.02'
C9	52.00'	74°13'19"	67.36'	N74°41'47"E	62.75'
C10	40.00'	18°07'28"	12.65'	S46°38'52"W	12.60'
C11	40.00'	24°40'42"	17.23'	S68°02'57"W	17.10'
C12	1172.50'	1°33'54"	32.02'	S81°10'15"W	32.02'
C13	1172.50'	2°42'32"	55.44'	S83°16'28"W	55.43'
C14	1172.50'	2°42'32"	55.44'	S86°01'00"W	55.43'
C15	1172.50'	2°42'32"	55.44'	S88°43'33"W	55.43'
C16	1172.50'	2°42'32"	55.44'	N88°33'55"W	55.43'
C17	1172.50'	2°42'32"	55.44'	N85°51'22"W	55.43'
C18	1172.50'	2°42'32"	55.44'	N83°08'50"W	55.43'
C19	1172.50'	2°42'32"	55.44'	N80°26'17"W	55.43'
C20	1172.50'	1°05'01"	22.17'	N78°32'31"W	22.17'
C21	1172.50'	2°42'36"	55.46'	N76°38'42"W	55.45'
C22	1172.50'	2°42'36"	55.46'	N73°56'06"W	55.45'
C23	1172.50'	2°09'59"	44.33'	N71°29'49"W	44.33'
C24	10.00'	89°57'10"	15.70'	S25°26'14"E	14.14'
C25	10.00'	90°02'50"	15.72'	N64°33'46"E	14.15'
C26	1227.50'	6°54'18"	147.93'	N73°51'58"W	147.84'
C27	10.00'	88°15'49"	15.40'	N33°11'13"W	13.93'
C28	10.00'	88°15'49"	15.40'	N55°04'36"E	13.93'
C29	1227.50'	9°23'13"	201.10'	N85°29'06"W	200.88'
C30	10.00'	88°15'49"	15.40'	S46°02'48"E	13.93'
C31	10.00'	88°15'49"	15.40'	S42°13'00"W	13.93'
C32	1227.50'	2°26'22"	52.26'	S85°07'44"W	52.26'
C33	1227.50'	1°21'45"	29.19'	N81°49'39"E	29.19'
C34	1227.50'	0°38'17"	13.67'	N80°49'39"E	13.67'
C35	19.50'	89°59'55"	30.63'	N54°36'40"W	27.58'
C36	312.50'	4°35'37"	25.05'	S07°18'54"E	25.05'
C37	312.50'	12°19'40"	67.24'	S01°08'45"W	67.11'
C38	312.50'	5°30'09"	30.01'	S10°03'39"W	30.00'
C39	312.50'	67°09'32"	366.30'	S23°58'04"W	345.68'
C40	1025.00'	1°46'26"	31.73'	N71°18'01"W	31.73'
C41	1025.00'	2°47'22"	49.90'	N73°34'55"W	49.90'
C42	1025.00'	2°47'25"	49.92'	N76°22'19"W	49.91'
C43	1025.00'	2°47'23"	49.91'	N80°16'39"W	49.90'
C44	1025.00'	2°47'24"	49.91'	N83°04'03"W	49.91'
C45	1025.00'	2°47'25"	49.92'	N85°51'27"W	49.91'
C46	1025.00'	2°47'24"	49.91'	N88°38'52"W	49.91'
C47	1025.00'	2°47'23"	49.91'	S88°33'44"W	49.90'
C48	1025.00'	2°47'22"	49.90'	S85°46'22"W	49.90'
C49	1025.00'	2°47'19"	49.89'	S82°59'01"W	49.88'
C50	1025.00'	1°17'03"	22.97'	S80°56'51"W	22.97'



Westwood

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

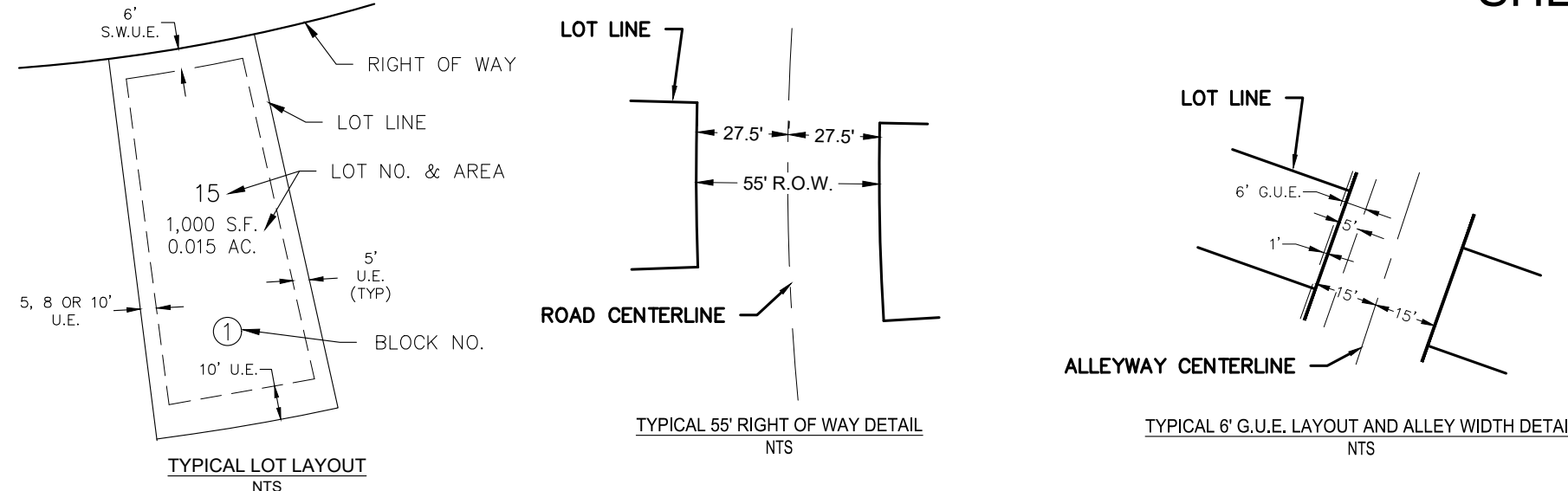
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 16 OF 21



SCALE: 1" = 40'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- G.U.E. GAS AND UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



CURVE TABLE						CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	19.50'	89°59'55"	30.63'	S54°36'40"E	27.58'	C87	65.00'	5°43'23"	6.49'	S77°47'38"E	6.49'
C2	1227.50'	2°00'01"	42.86'	N81°30'31"E	42.85'	C88	0.32'	0°02'39"	0.00'	S80°39'20"E	0.00'
C3	355.00'	4°52'34"	30.21'	S04°21'11"E	30.20'	C89	1346.20'	1°06'19"	25.97'	S81°12'30"E	25.97'
C4	50.00'	3°11'59"	2.79'	N81°59'17"E	2.79'	C90	1346.20'	1°03'51"	25.00'	S82°17'35"E	25.00'
C5	50.00'	4°29'49"	3.92'	N85°50'11"E	3.92'	C91	1346.20'	1°03'51"	25.00'	S83°21'25"E	25.00'
C6	65.00'	7°41'48"	8.73'	S84°14'12"W	8.72'	C92	1346.20'	1°03'51"	25.00'	S84°25'16"E	25.00'
C7	65.00'	7°41'48"	8.73'	S84°14'12"W	8.72'	C93	1346.20'	1°03'51"	25.00'	S85°29'06"E	25.00'
C8	217.50'	30°33'59"	116.03'	S17°11'54"E	114.66'	C94	1346.20'	1°03'51"	25.00'	S86°32'57"E	25.00'
C9	312.50'	16°55'16"	92.29'	S01°09'04"E	91.96'	C95	1346.20'	1°03'51"	25.00'	S87°36'47"E	25.00'
C10	64.89'	5°39'49"	6.41'	N60°19'49"E	6.41'	C96	1346.20'	1°03'51"	25.00'	S88°40'38"E	25.00'
C11	64.89'	17°14'48"	19.53'	N71°47'07"E	19.46'	C97	1346.20'	0°44'04"	17.26'	S89°34'35"E	17.26'
C12	65.00'	19°40'21"	22.32'	S89°46'31"E	22.21'	C98	90.00'	1°58'17"	3.10'	N89°04'14"E	3.10'
C13	312.50'	16°55'16"	92.29'	S01°09'04"E	91.96'	C99	367.50'	8°41'07"	55.71'	N06°15'28"W	55.66'
C14	35.00'	19°40'21"	12.02'	S89°46'31"E	11.96'	C100	1426.20'	0°44'04"	18.28'	S89°34'35"E	18.28'
C15	35.00'	22°52'11"	13.97'	S68°57'12"W	13.88'	C101	1426.20'	1°03'51"	26.49'	S88°40'38"E	26.49'
C16	392.85'	6°58'39"	47.84'	N38°45'21"W	47.81'	C102	1426.20'	1°03'51"	26.49'	S87°36'47"E	26.49'
C17	312.50'	27°57'15"	152.47'	N26°47'21"E	150.96'	C103	1426.20'	1°03'51"	26.49'	S86°32'57"E	26.49'
C18	422.85'	3°33'04"	26.21'	N40°48'11"W	26.20'	C104	1426.20'	1°03'51"	26.49'	S84°25'16"E	26.49'
C19	422.85'	3°37'14"	26.72'	N31°10'22"W	26.71'	C105	1426.20'	1°03'51"	26.49'	S83°21'25"E	26.49'
C20	422.85'	1°12'28"	1.53'	N35°16'12"W	1.53'	C106	1426.20'	1°03'51"	26.49'	S82°17'35"E	26.49'
C21	422.85'	1°12'28"	1.53'	N35°16'12"W	1.53'	C107	1426.20'	2°10'35"	54.18'	S80°40'22"E	54.17'
C22	247.50'	5°38'42"	24.38'	N27°52'51"W	24.37'	C108	312.50'	2°01'43"	11.06'	S11°57'33"W	11.06'
C23	247.50'	5°38'15"	24.35'	N22°14'22"W	24.34'	C109	312.50'	5°30'09"	30.01'	S15°43'29"W	30.00'
C24	247.50'	6°05'41"	22.01'	N16°52'24"W	22.00'	C110	312.50'	1°03'47"	5.80'	S19°00'27"W	5.80'
C25	247.50'	6°09'42"	22.62'	N11°14'42"W	22.60'	C111	367.50'	1°32'24"	9.88'	N18°46'09"E	9.88'
C26	247.50'	2°54'48"	12.58'	N06°42'28"W	12.58'	C112	367.50'	1°32'24"	9.88'	N18°46'09"E	9.88'
C27	247.50'	3°20'10"	14.41'	N03°34'59"W	14.41'	C113	367.50'	3°55'53"	25.22'	N12°07'40"E	25.21'
C28	325.00'	0°51'20"	4.85'	N02°20'34"W	4.85'	C114	367.50'	3°58'35"	25.51'	N08°10'27"E	25.50'
C29	325.00'	4°01'14"	22.81'	N04°46'51"W	22.80'	C115	367.50'	4°02'35"	25.93'	N04°09'51"E	25.93'
C30	1227.50'	1°24'01"	30.00'	N83°12'32"E	30.00'	C116	367.50'	4°08'05"	26.52'	N00°04'31"E	26.52'
C32	1227.50'	2°26'22"	52.26'	N85°07'44"E	52.26'	C117	367.50'	4°15'23"	27.30'	N04°07'13"W	27.29'
C33	10.00'	88°15'49"	15.40'	N42°13'00"E	13.93'	C118	367.50'	4°51'00"	31.11'	N08°40'25"W	31.10'
C34	312.50'	30°33'59"	166.71'	S17°11'54"E	164.74'	C119	115.00'	14°16'03"	28.64'	N69°25'42"E	28.56'
C35	10.00'	88°15'49"	15.40'	N42°13'00"E	13.93'	C120	367.50'	4°40'43"	30.01'	N13°26'16"W	30.00'
C36	312.50'	11°15'53"	61.44'	N51°54'54"E	61.34'	C121	367.50'	9°55'42"	63.68'	N20°44'28"W	63.60'
C37	10.00'	91°13'01"	15.92'	N13°07'37"E	14.29'	C122	10.00'	90°00'00"	15.71'	S19°17'41"W	15.71'
C38	312.50'	13°37'13"	74.29'	N65°32'44"E	74.11'	C123	827.50'	1°32'48"	22.34'	N63°31'17"E	22.34'
C39	90.00'	11°31'57"	18.12'	N20°39'34"W	18.08'	C124	827.50'	0°27'12"	6.55'	N62°31'17"E	6.55'
C40	90.00'	6°03'21"	9.51'	N29°27'13"W	9.51'	C125	85.16'	14°16'03"	21.17'	N69°25'42"E	21.11'
C41	60.00'	12°20'48"	12.93'	N26°18'29"W	12.90'	C126	85.16'	0°48'54"	1.21'	N61°52'23"E	1.21'
C42	90.00'	8°11'44"	12.87'	S28°23'01"E	12.86'	C127	85.16'	14°18'53"	21.28'	N54°18'29"E	21.22'
C43	35.00'	29°01'53"	17.73'	S72°02'03"W	17.55'	C128	477.50'	4°39'59"	38.89'	S38°43'48"E	38.88'
C44	65.00'	5°09'40"	5.86'	S83°58'09"W	5.85'	C129	447.50'	1°58'56"	15.48'	S37°23'17"E	15.48'
C45	65.00'	0°01'14"	0.02'	S81°22'06"W	0.02'	C130	447.50'	3°54'35"	30.54'	S40°20'02"E	30.53'
C46	197.50'	11°59'48"	41.35'	N01°43'21"E	41.28'	C131	447.50'	3°54'35"	30.54'	S44°14'38"E	30.53'
C47	65.00'	8°35'05"	9.74'	N61°48'39"E	9.73'	C132	447.50'	3°54'35"	30.54'	S48°09'13"E	30.53'
C48	367.50'	7°35'18"	18.42'	S23°41'14"E	18.35'	C133	447.50'	3°54'35"	30.54'	S52°03'48"E	30.53'
C49	312.50'	8°41'30"	47.41'	N82°12'14"E	47.36'	C134	447.50'	3°53'52"	30.44'	S55°58'02"E	30.44'
C50	367.50'	11°09'18"	71.55'	N80°58'20"E	71.44'	C135	447.50'	4°18'36"	34.72'	S60°08'19"E	34.71'
C51	367.50'	4°40'43"	30.01'	N73°03'20"E	30.00'	C136	75.89'	8°26'40"	10.95'	S66°48'05"E	10.94'
C54	367.50'	6°25'18"	41.19'	N67°30'20"E	41.17'	C137	10.00'	84°17'56"	14.71'	N20°04'35"W	13.42'
C55	227.50'	2°59'28"	11.87'	S15°26'56"E	11.87'	C138	367.50'	4°18'36"	27.64'	S60°04'15"E	27.64'
C56	227.50'	6°22'05"	25.28'	S10°46'11"E	25.27'	C139	367.50'	3°53'52"	25.00'	S55°58'02"E	25.00'
C58	227.50'	5°33'53"	22.09'	S04°21'14"E	22.09'	C140	367.50'	3°54'35"	25.08'	S52°03'48"E	25.07'
C59	227.50'	5°32'35"	22.01'	S01°11'59"W	22.00'	C141	367.50'	3°54'35"	25.08'	S48°09'13"E	25.07'
C60	227.50'	3°44'58"	14.89'	S05°50'46"W	14.88'	C142	367.50'	3°54'35"	25.08'	S44°14'38"E	25.07'
C61	10.00'	90°00'00"	15.71'	S70°42'19"E	14.14'	C143	367.50'	3°54'35"	25.08'	S40°20'02"E	25.07'
C64	367.50'	2°07'56"	13.68'	S18°28'23"W	13.68'	C144	367.50'	4°58'22"	31.90'	S35°53'34"E	31.89'
C65	367.50'	4°40'43"	30.01'	S15°04'03"W	30.00'	C145	115.00'	8°16'06"	16.60'	S66°19'36"E	16.58'
C66	367.50'	1°47'01"	11.44'	S11°50'12"W	11.44'	C146	477.50'	6°21'30"	52.99'	S59°00'48"E	52.96'
C67	35.00'	5°43'24"	3.50'	S77°47'38"E	3.49'	C147	477.50'	7°12'30"	62.42'	N54°42'56"E	62.34'
C68	1316.20'	1°19'43"	30.52'	S81°19'12"E	30.52'	C147	477.50'	7°34'12"	63.09'	S48°26'55"E	63.04'
C69	1316.20'	1°10'01"	26.81'	S82°34'04"E	26.81'	C148	65.00'	16°25'37"	18.64'	S27°45'09"W	18.57'
C70	1316.20'	1°10'01"	26.81'	S83°44'05"E	26.81'	C149	35.00'	16°25'37"	10.03'	S27°45'09"W	10.00'
C71	1316.20'	1°10'01"	26.81'	S84°54'06"E	26.81'	C150	355.00'	3°48'52"	23.63'	N72°22'05"W	23.63'
C72	1316.20'	1°10'01"	26.81'	S86°04'07"E	26.81'	C151	308.11'	1°21'55"	7.34'	N73°41'50"W	7.34'
C73	1316.20'	1°10'01"	26.81'	S87°14'08"E	26.81'	C152	308.11'	2°39'30"	14.29'	N71°41'08"W	14.29'
C74	1316.20'	1°10'01"	26.81'	S88°24'09"E	26.81'	C153	10.00'	90°02'50"	15.72'	N64°33'46"E	14.15'
C75	1316.20'	0°57'28"	22.00'	S89°27'53"E	22.00'	C154	1222.08'	0°48'16"	17.16'	N70°48'02"W	17.16'
C76	60.00'	1°58'17"	2.06'	N89°04'14"E	2.06'	C155	1222.08'	1°10'21"	25.01'	N71°47'20"W	25.01'
C77	10.00'	88°15'49"	15.40'	N46°02'48"W	13.93'	C156	1222.08'	1°10'24"	25.02'	N72°57'42"W	25.02'
C78	1227.50'	1°11'34"	25.55'	N87°34'59"E	25.55'	C157	1222.08'	1°10'28"	25.05'	N74°08'08"W	25.05'
C79	1227.50'	1°10'01"	25.00'	N88°24'09"W	25.00'	C158	1222.08'	1°10'35"	25.09'	N75°18'40"W	25.09'
C80	1227.50'	1°10'01"	25.00'	N87°14'08"W	25.00'	C159	1222.08'	1°26'05"	30.60'	N76°37'00"W	30.60'
C81	1227.50'	1°10'01"	25.00'	N86°04'07"W	25.00'	C160	10.00'	88°15'49"	15.40'	S33°11'13"E	13.93'
C82	1227.50'	1°10'01"	25.00'	N84°54'06"W	25.00'	C161	65.00'	0°37'23"	0.71'	N86°14'18"E	0.71'
C83	1227.50'	1°10'01"	25.00'	N83°44'05"W	25.00'	C162	65.00'	19°49'25"	22.49'	N76°00'54"E	22.38'
C84	1227.50'	1°10'01"	25.00'	N82°34'04"W	25.00'	C166	367.50'	2°32'02"	16.25'	S20°48'22"W	16.25'
C85	1227.50'	1°11'34"	25.55'	N81°23'17"W	25.55'						
C86	10.00'	88°15'49"	15.40'	S55°04'36"W	13.93'						

Westwood

Westwood

Westwood Professional Services, Inc.

10333 E DRY CREEK RD., SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

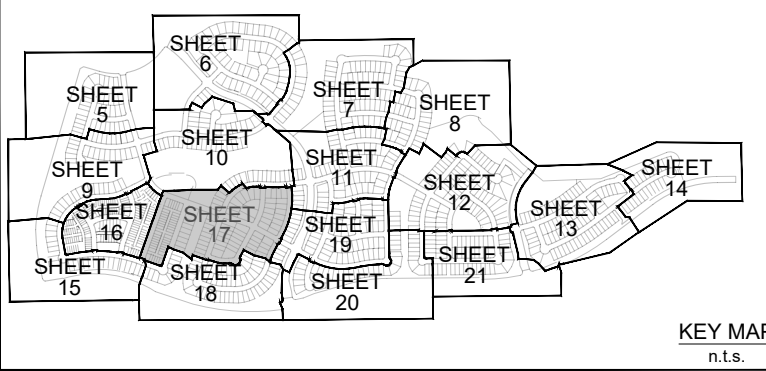
ANTHOLGY PRELIMINARY PLAN SEGMENT 1B AND 1C, JCN: 8130326901
PREPARED: 7/26/2020
REVISED: 01/05/2022
SHEET 16 OF 21

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 21

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
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- SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	89°57'10"	15.70'	S25°26'14"E	14.14'
C2	19.50'	90°02'50"	30.65'	N64°33'46"E	27.59'
C3	10.00'	87°27'58"	15.27'	S65°45'22"W	13.83'
C4	10.00'	90°00'00"	15.71'	N25°27'39"W	14.14'
C5	10.00'	90°00'00"	15.71'	S64°32'21"W	14.14'
C6	10.00'	90°02'50"	15.72'	N25°26'14"W	14.15'
C7	10.00'	90°00'00"	15.71'	S25°24'49"E	14.14'
C8	10.00'	89°57'10"	15.70'	S64°33'46"W	14.14'
C9	312.50'	5°24'38"	29.51'	N67°45'20"W	29.50'
C10	10.00'	93°25'50"	16.31'	N18°20'06"W	14.56'

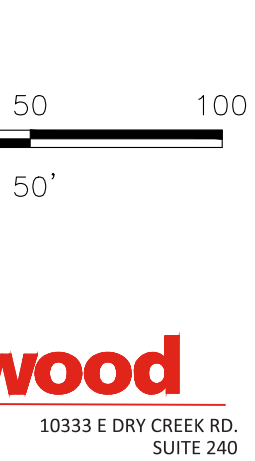
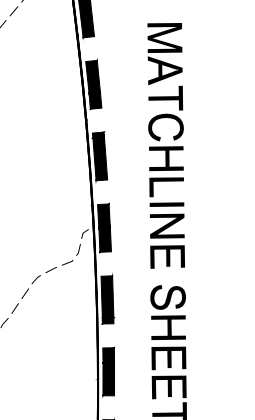
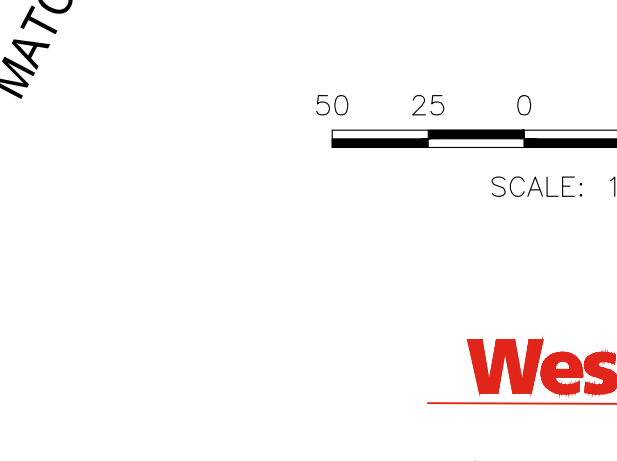
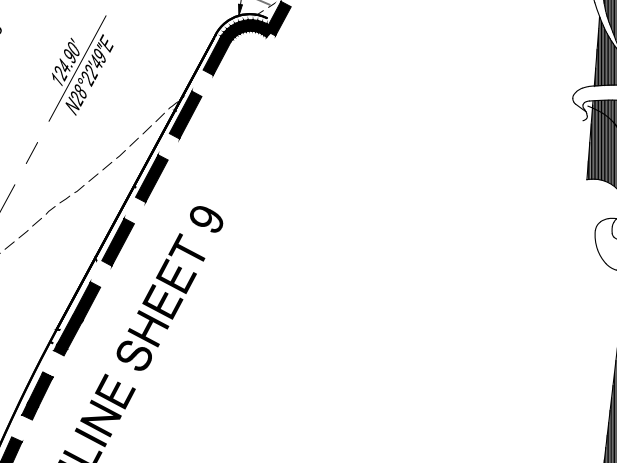
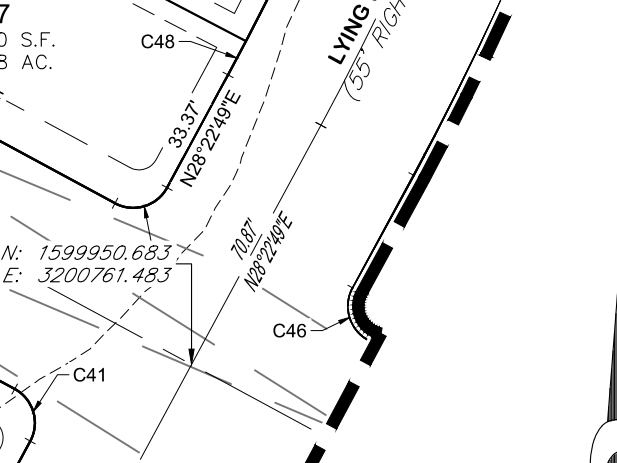
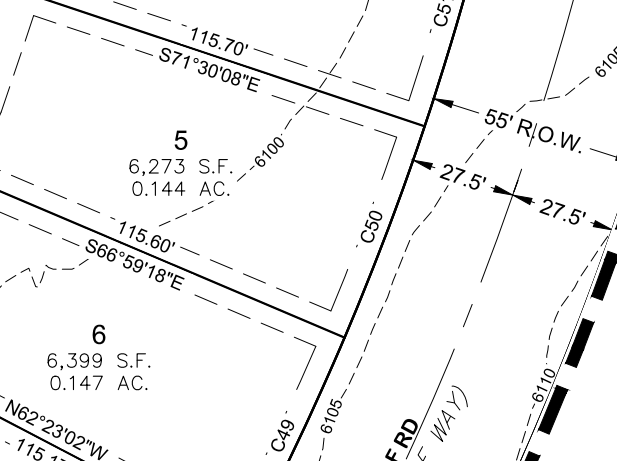
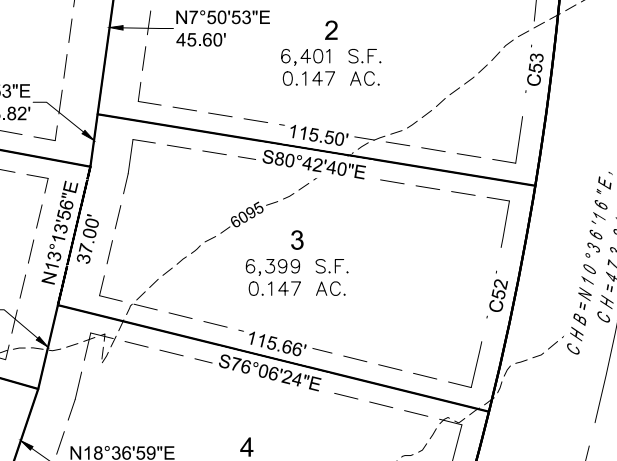
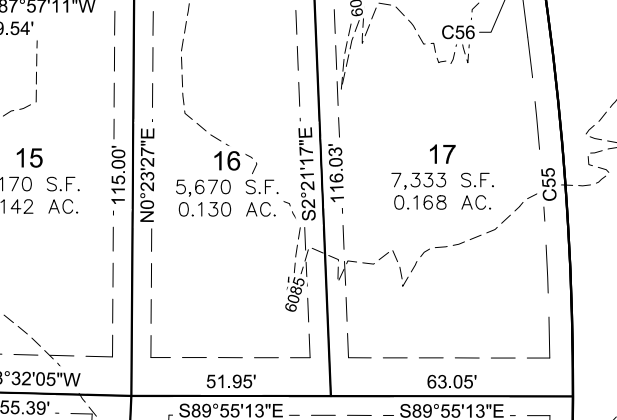
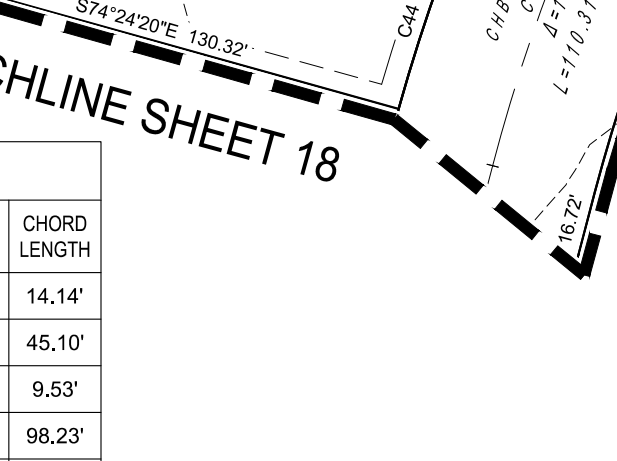
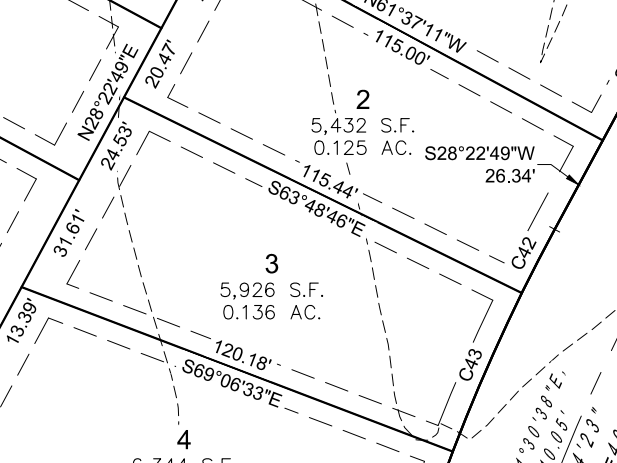
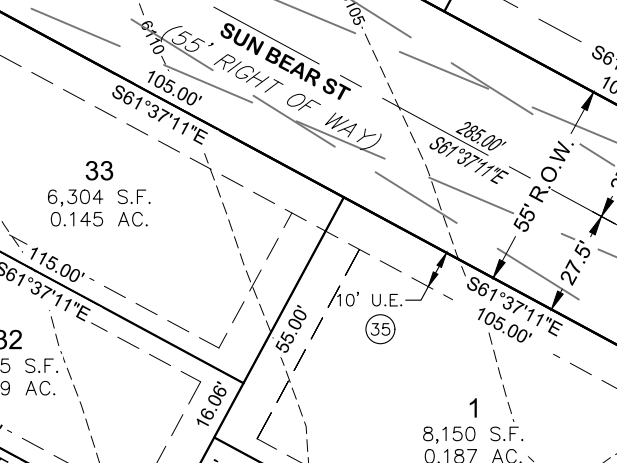
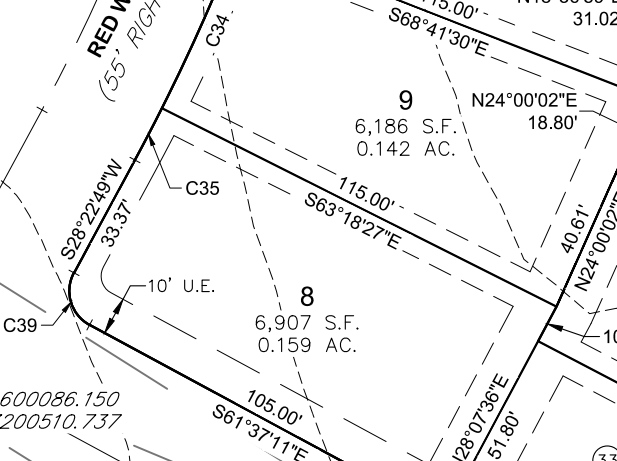
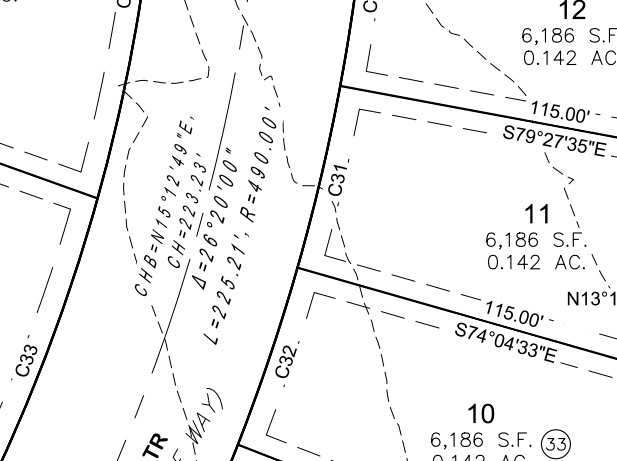
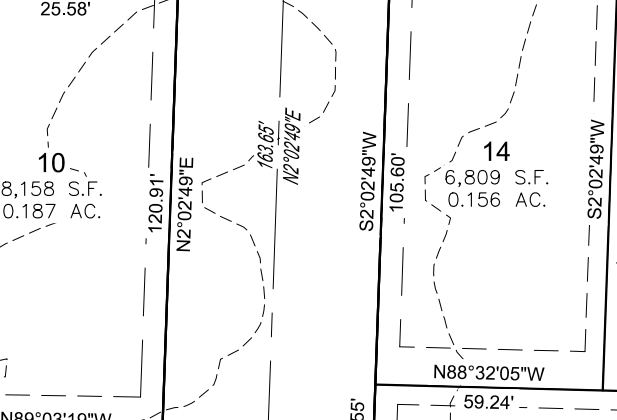
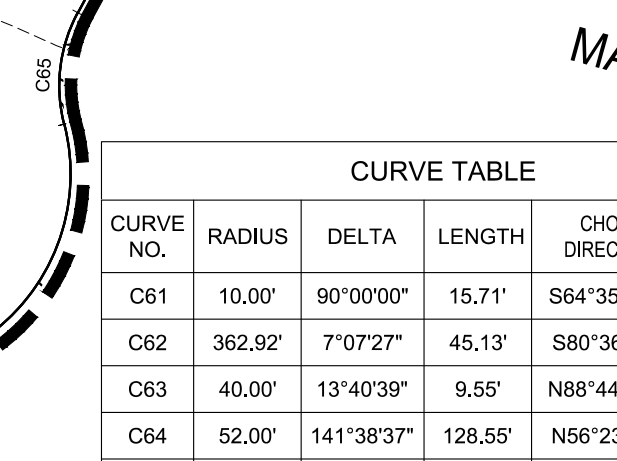
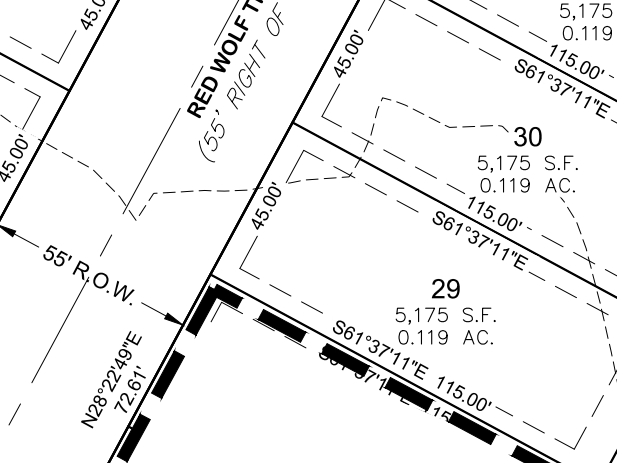
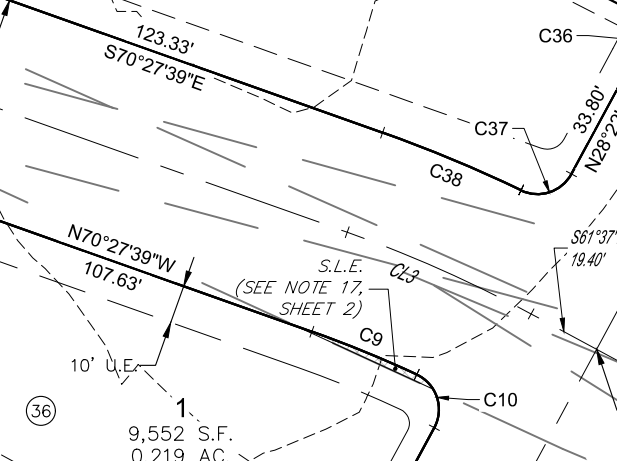
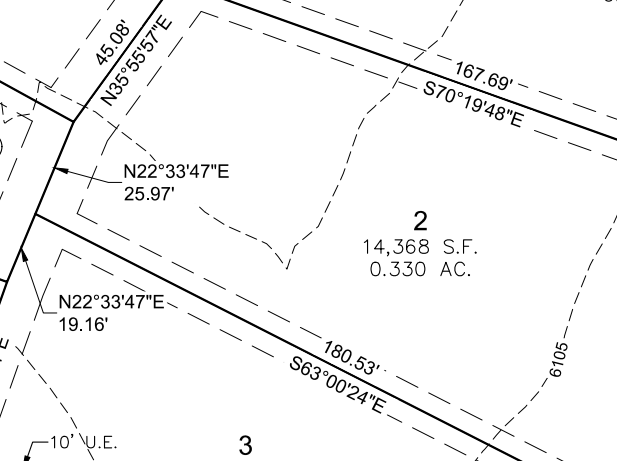
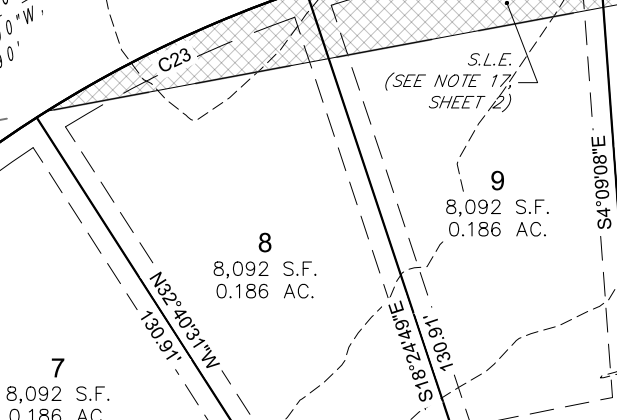
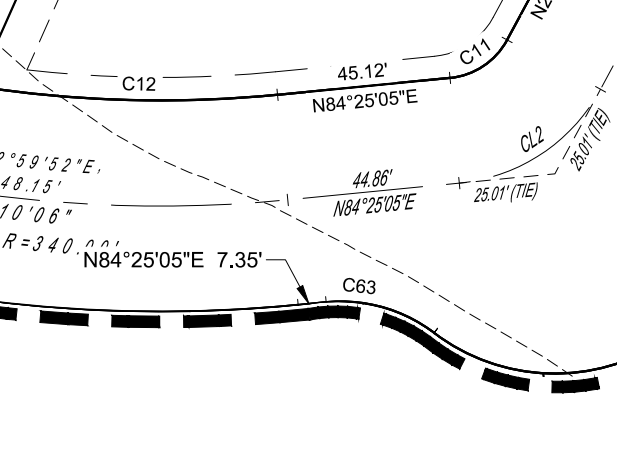
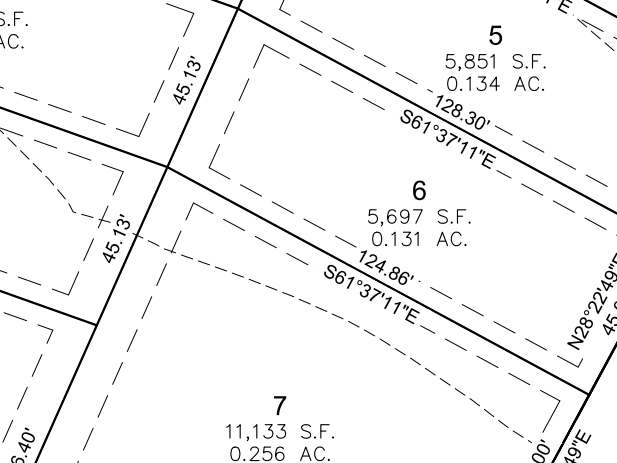
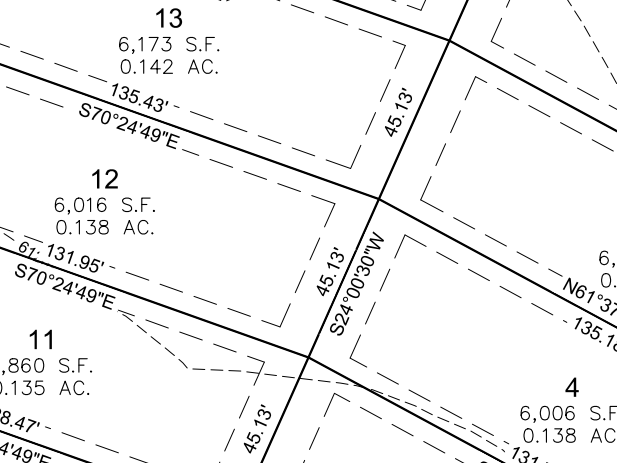
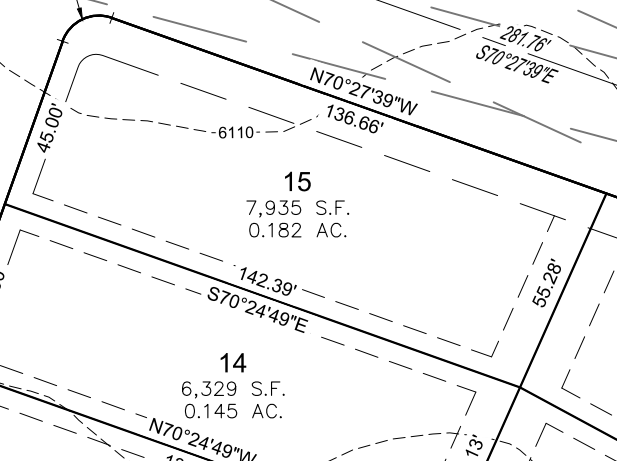
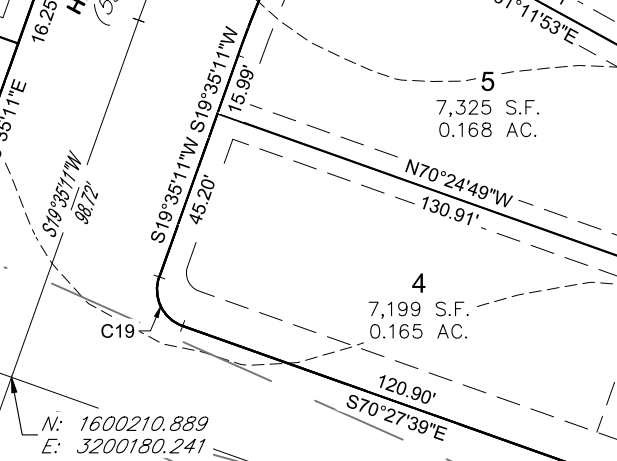
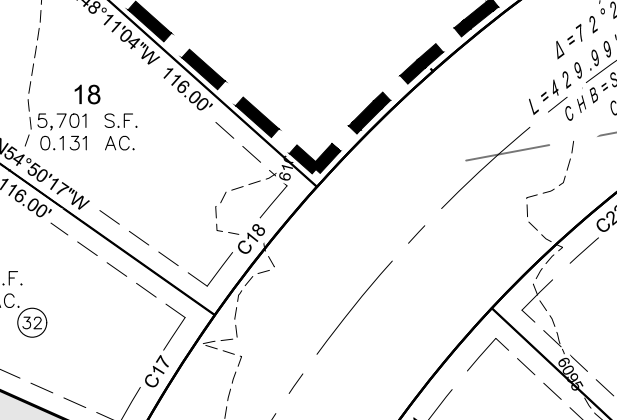
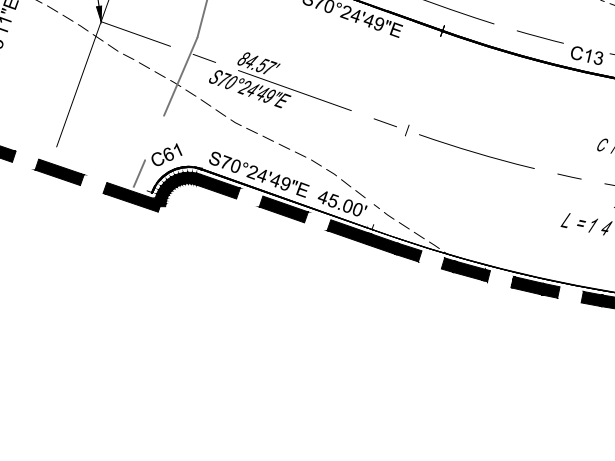
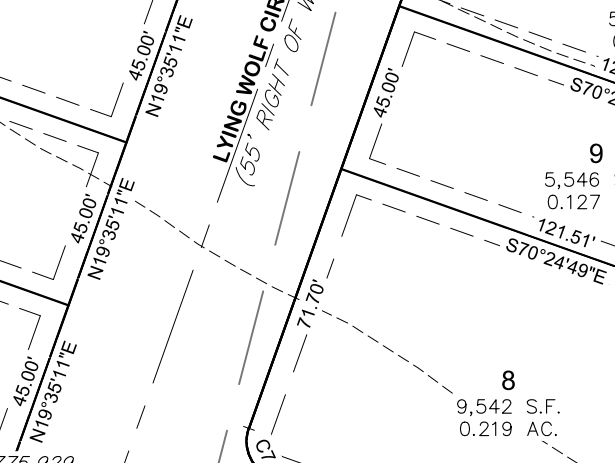
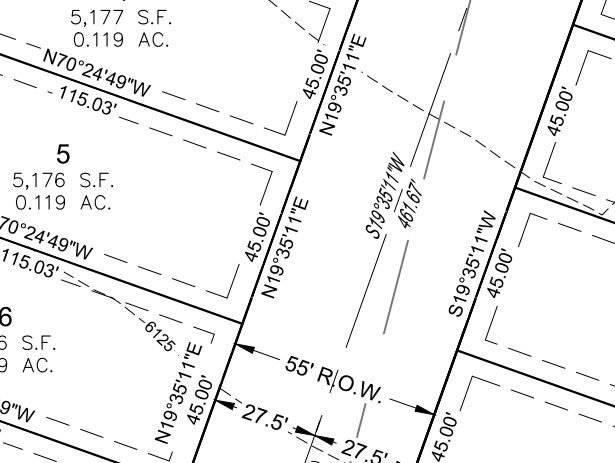
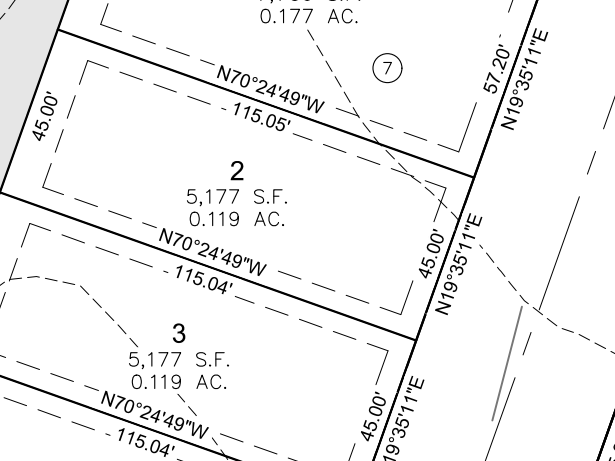
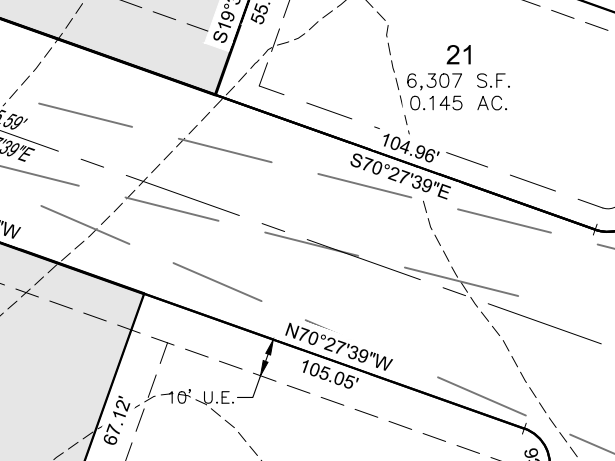
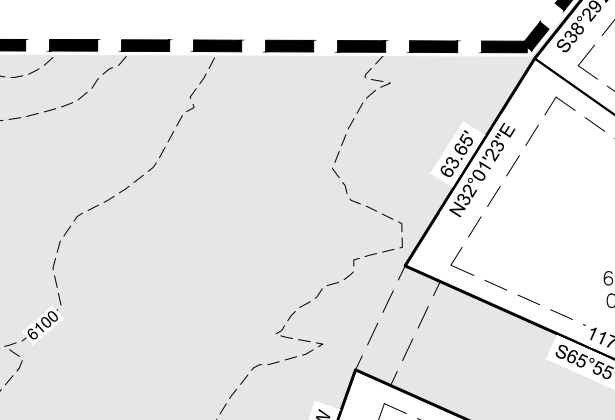
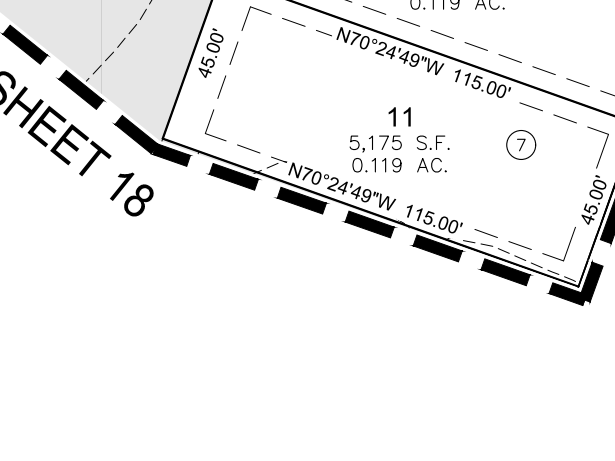
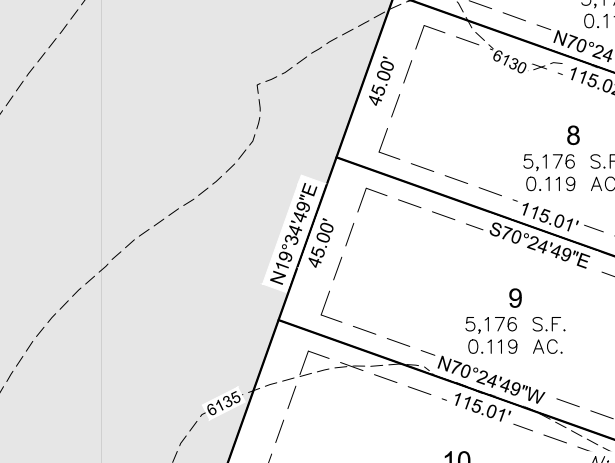
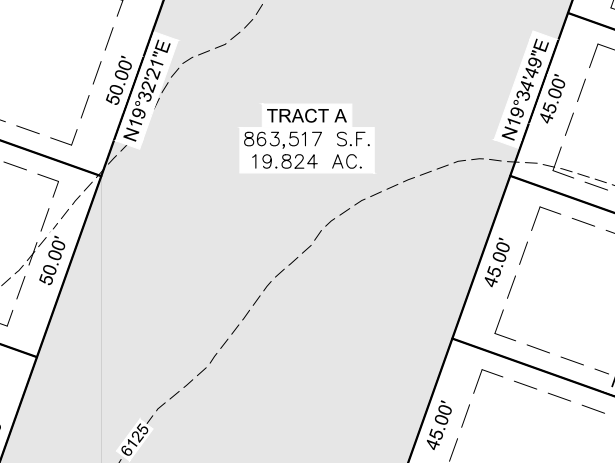
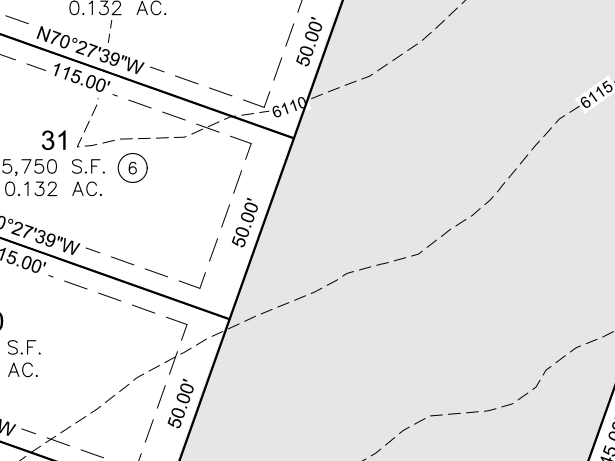
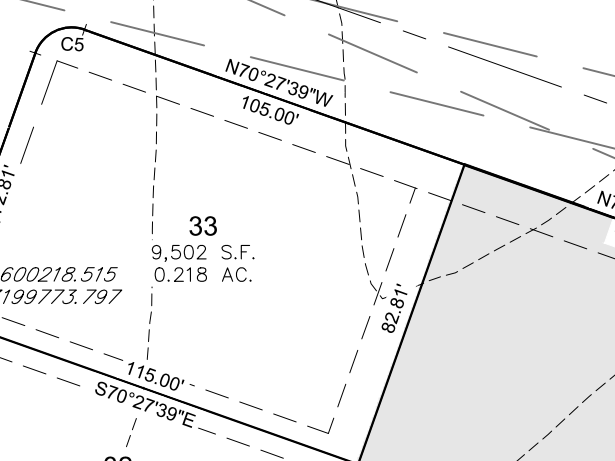
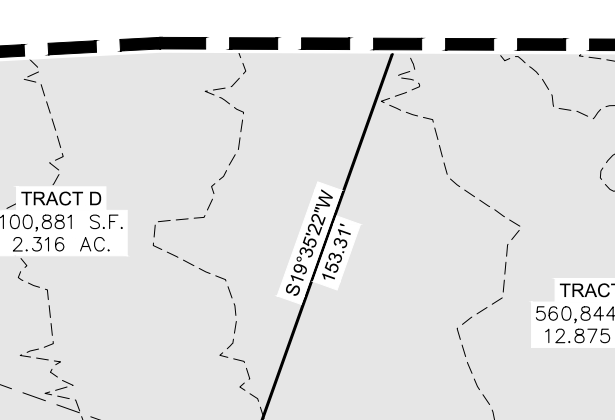
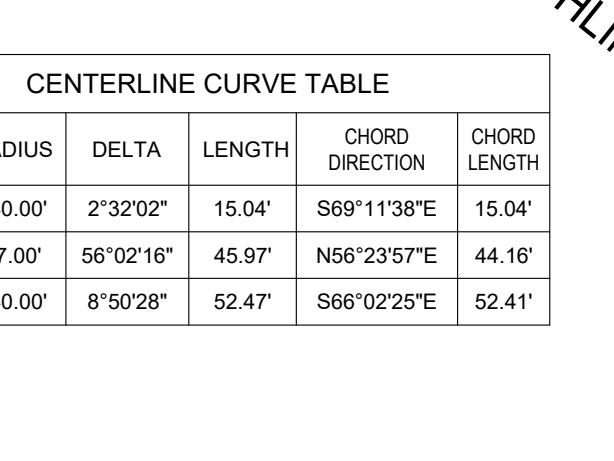
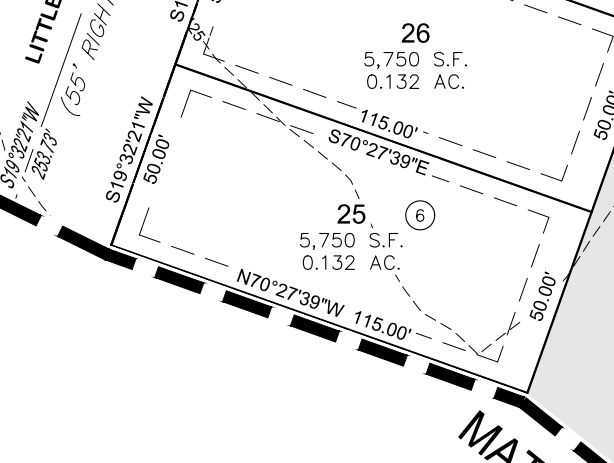
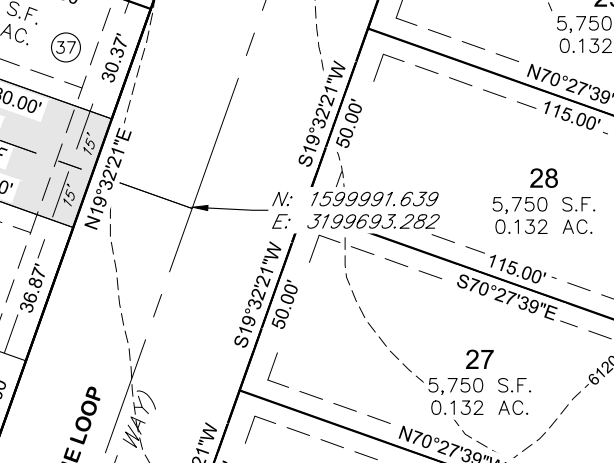
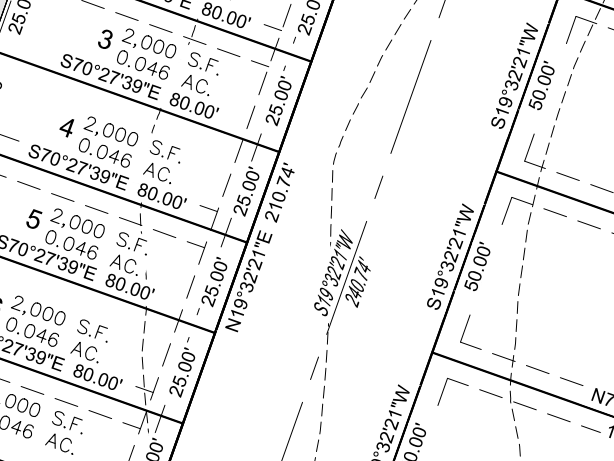
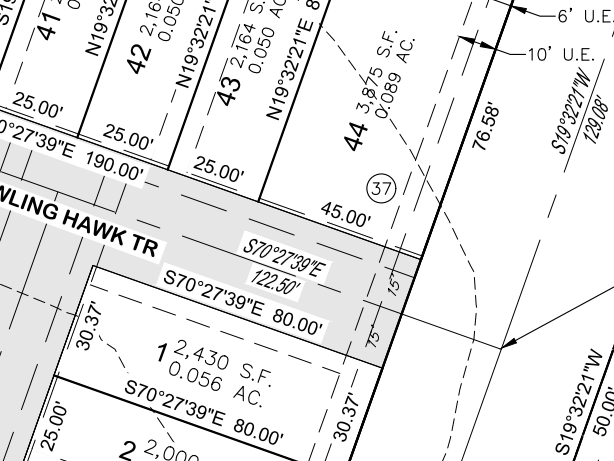
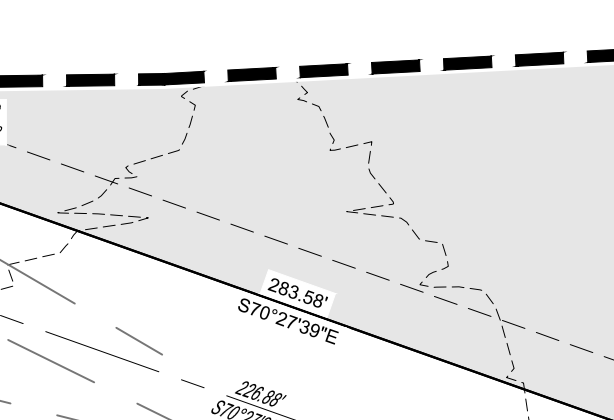
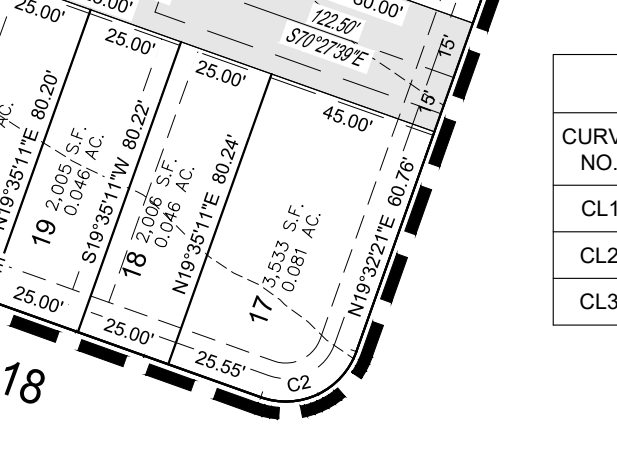
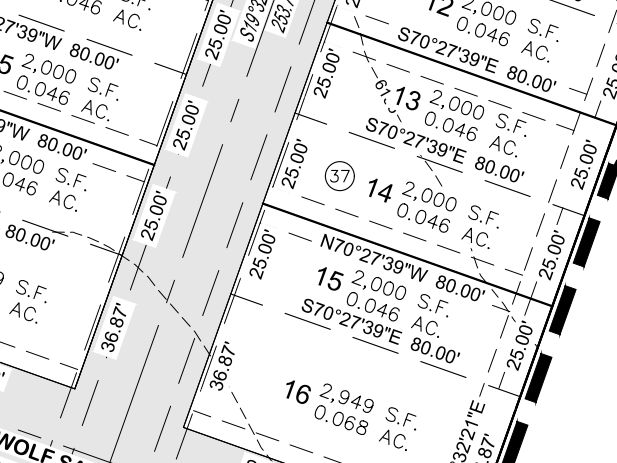
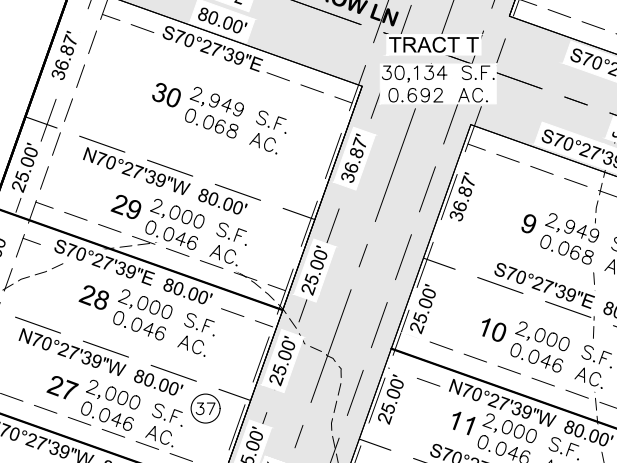
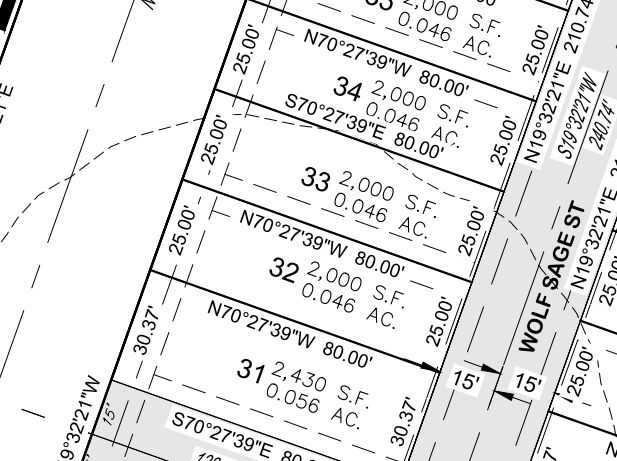
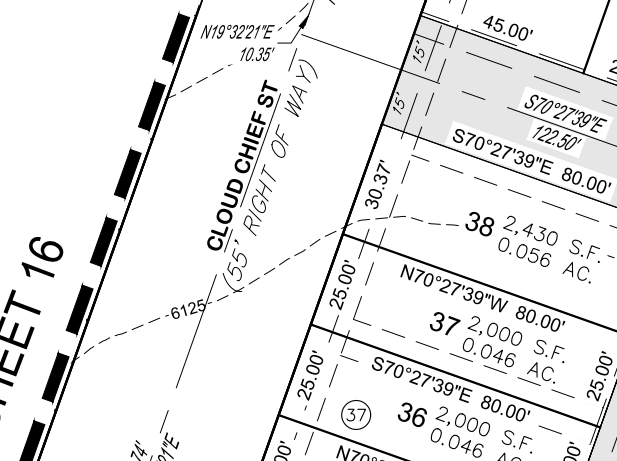
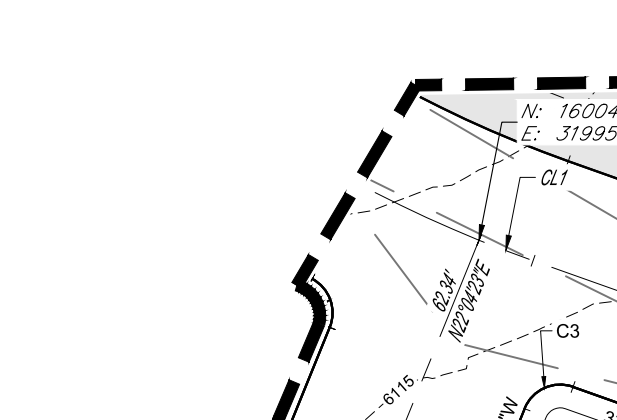
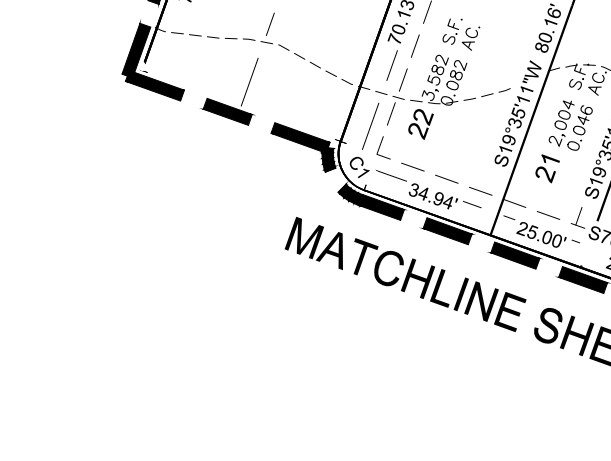
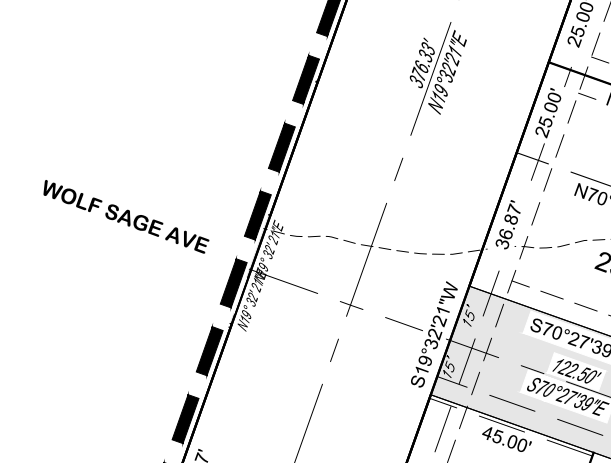
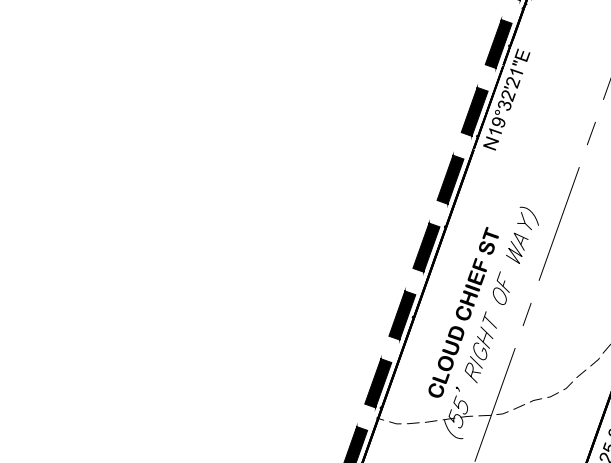
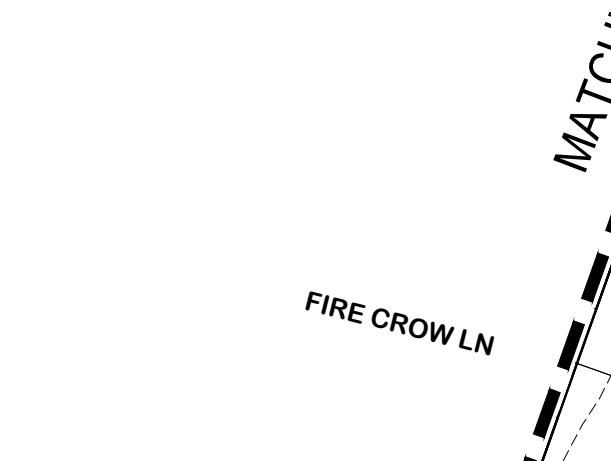
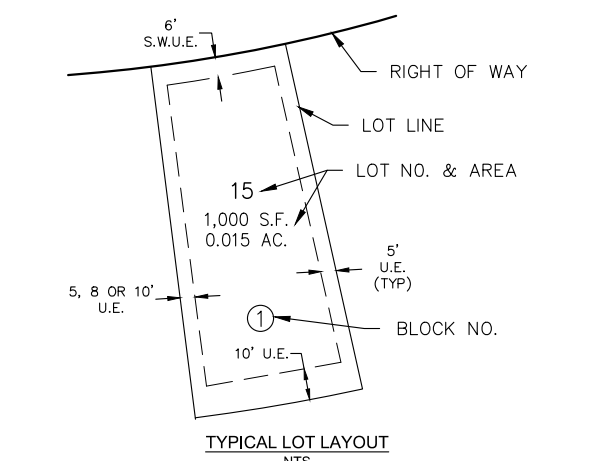
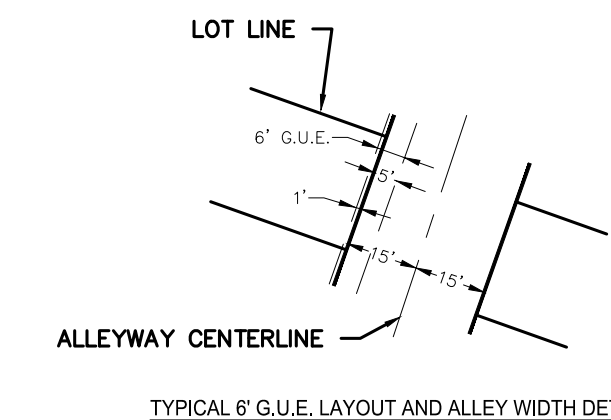
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C11	19.00'	56°02'16"	18.58'	N56°23'57"E	17.85'
C12	312.50'	14°22'10"	78.37'	S88°23'57"E	78.17'
C13	312.50'	10°47'56"	58.90'	S75°48'47"E	58.81'
C14	10.00'	89°57'10"	15.70'	N64°33'46"E	14.14'
C15	367.50'	4°28'54"	28.75'	S21°49'38"W	28.74'
C16	367.50'	4°40'57"	30.03'	S26°24'33"W	30.03'
C17	367.50'	6°24'42"	41.12'	S31°57'22"W	41.10'
C18	367.50'	6°39'13"	42.68'	S38°29'20"W	42.65'
C19	10.00'	90°02'50"	15.72'	S25°26'14"E	14.15'
C20	312.50'	9°12'56"	50.26'	S24°11'39"W	50.21'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	312.50'	14°15'41"	77.78'	S35°55'57"E	77.58'
C22	312.50'	14°15'41"	77.78'	S50°11'39"W	77.58'
C23	312.50'	14°15'41"	77.78'	S64°27'20"W	77.58'
C24	312.50'	5°23'03"	48.63'	S78°43'01"W	48.61'
C25	312.50'	6°11'57"	33.81'	S88°56'51"W	33.79'
C26	10.00'	90°00'00"	15.71'	N42°57'11"W	14.14'
C27	10.00'	90°00'00"	15.71'	S47°02'49"W	14.14'
C28	462.50'	13°29'49"	108.95'	N08°47'44"E	108.70'
C29	517.50'	3°06'33"	28.08'	N03°36'06"E	28.08'
C30	517.50'	5°23'03"	48.63'	N07°50'53"E	48.61'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C31	517.50'	5°23'03"	48.63'	N13°13'56"E	48.61'
C32	517.50'	5°23'03"	48.63'	N18°36'59"E	48.61'
C33	462.50'	11°26'57"	92.42'	N21°16'07"E	92.27'
C34	517.50'	5°23'03"	48.63'	N24°00'02"E	48.61'
C35	517.50'	14°11'18"	15.24'	N27°32'11"E	15.24'
C36	462.50'	1°23'13"	11.20'	N27°41'13"E	11.20'
C37	10.00'	87°15'06"	15.23'	N27°00'22"E	13.80'
C38	367.50'	6°05'34"	39.08'	N67°24'52"E	39.06'
C39	10.00'	90°00'00"	15.71'	S16°37'11"E	14.14'
C40	10.00'	90°00'00"	15.71'	S73°22'49"W	14.14'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C41	10.00'	90°00'00"	15.71'	N16°37'11"W	14.14'
C42	487.50'	2°11'36"	18.66'	S27°17'01"W	18.66'
C43	487.50'	5°17'47"	45.06'	S23°32'20"W	45.05'
C44	487.50'	5°17'47"	45.06'	S18°14'33"W	45.05'
C45	10.00'	90°00'00"	15.71'	S73°22'49"W	14.14'
C46	10.00'	90°00'00"	15.71'	S16°37'11"E	14.14'
C47	10.00'	90°00'00"	15.71'	N73°22'49"E	14.14'
C48	747.50'	0°45'51"	9.97'	N27°59'54"E	9.97'
C49	747.50'	4°36'16"	9.80'	S88°51'36"E	32.53'
C50	747.50'	4°30'50"	58.89'	N20°45'17"E	58.87'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C51	747.50'	4°36'16"	60.07'	N16°11'44"E	60.06'
C52	747.50'	4°36'16"	60.07'	N11°35'28"E	60.06'
C53	747.50'	4°36'16"	60.07'	N06°59'11"E	60.06'
C54	747.50'	4°36'16"	60.07'	N02°22'55"E	60.06'
C55	747.50'	8°30'58"	111.11'	N04°10'42"W	111.00'
C56	10.00'	86°39'14"	15.12'	N51°45'48"W	13.72'
C57	1027.50'	2°44'08"	49.06'	N86°16'39"E	49.06'
C58	1027.50'	2°35'16"	46.41'	N88°56'21"E	46.40'
C59	1027.50'	1°48'50"	32.53'	S88°51'36"E	32.53'
C60	312.50'	2°32'02"	13.82'	S20°42'22"W	13.82'



CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
CL1	340.00'	2°32'02"	15.04'	S69°11'38"E	15.04'
CL2	47.00'	56°02'16"	45.97'	N56°23'57"E	44.16'
CL3	340.00'	8°50'28"	52.47'	S66°02'25"E	52.41'

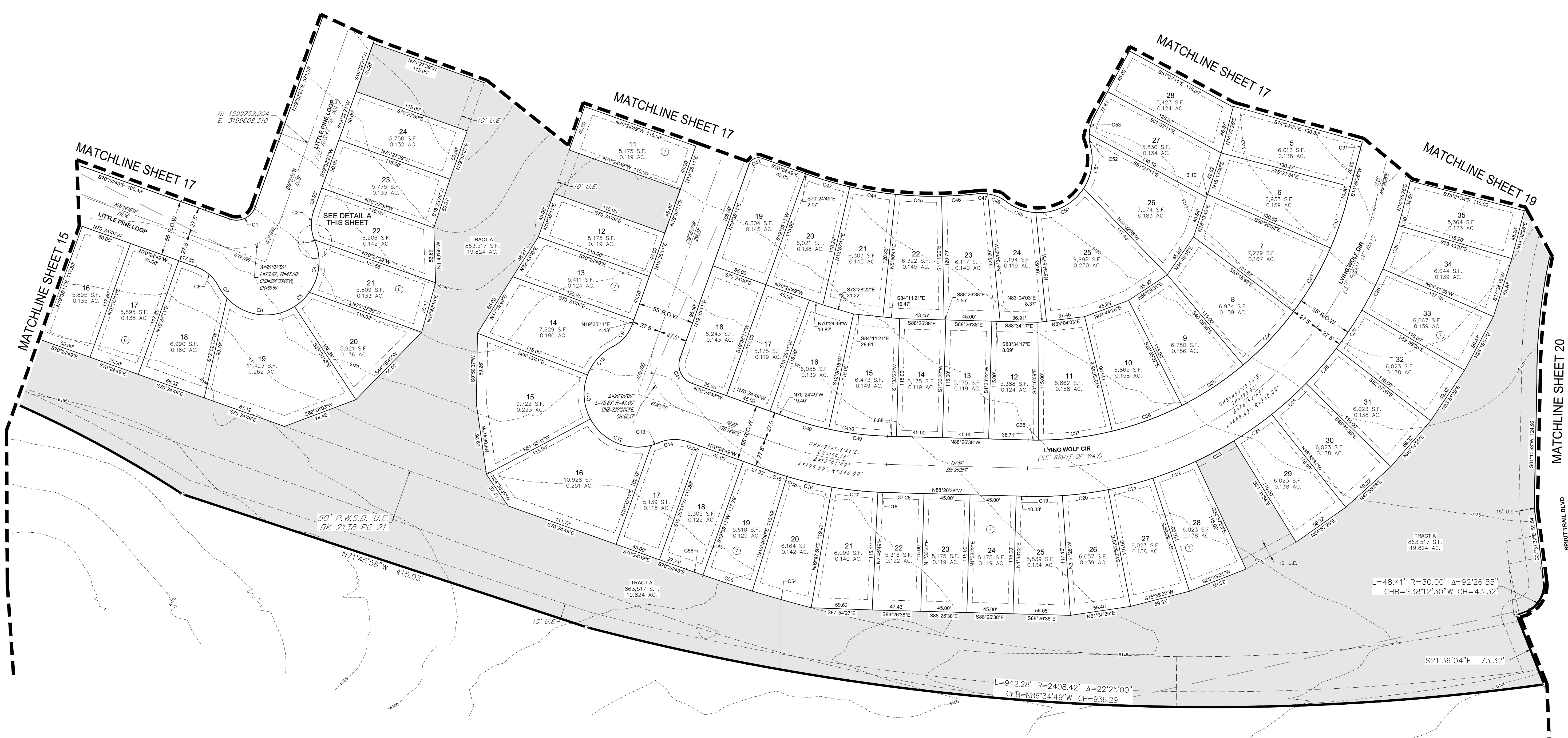
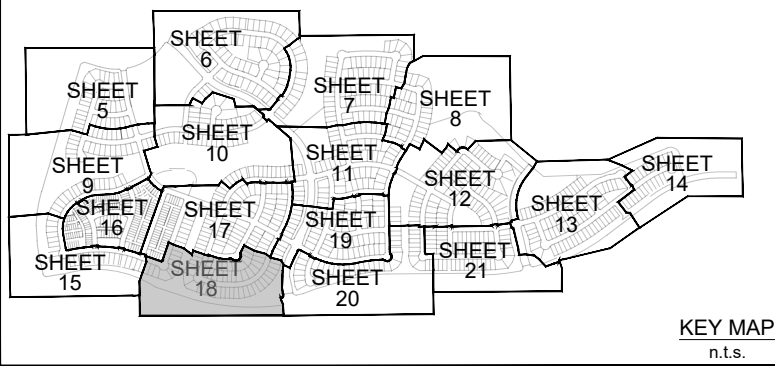
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C61	10.00'	90°00'00"	15.71'	S64°35'11"W	14.14'
C62	362.92'	7°07'27"	45.13'	S80°36'30"E	45.10'
C63	40.00'	13°40'39"	9.55'	N88°44'35"W	9.53'
C64	52.00'	141°38'37"	128.55'	N56°23'57"E	98.23'
C65	40.00'	25°45'42"	17.99'	N15°29'58"E	17.83'

50 25 0 50 100
SCALE: 1" = 50'

Westwood
10333 S DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9536
Westwood's.com
Westwood Professional Services, Inc.
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C JN. 8130326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 17 OF 21

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

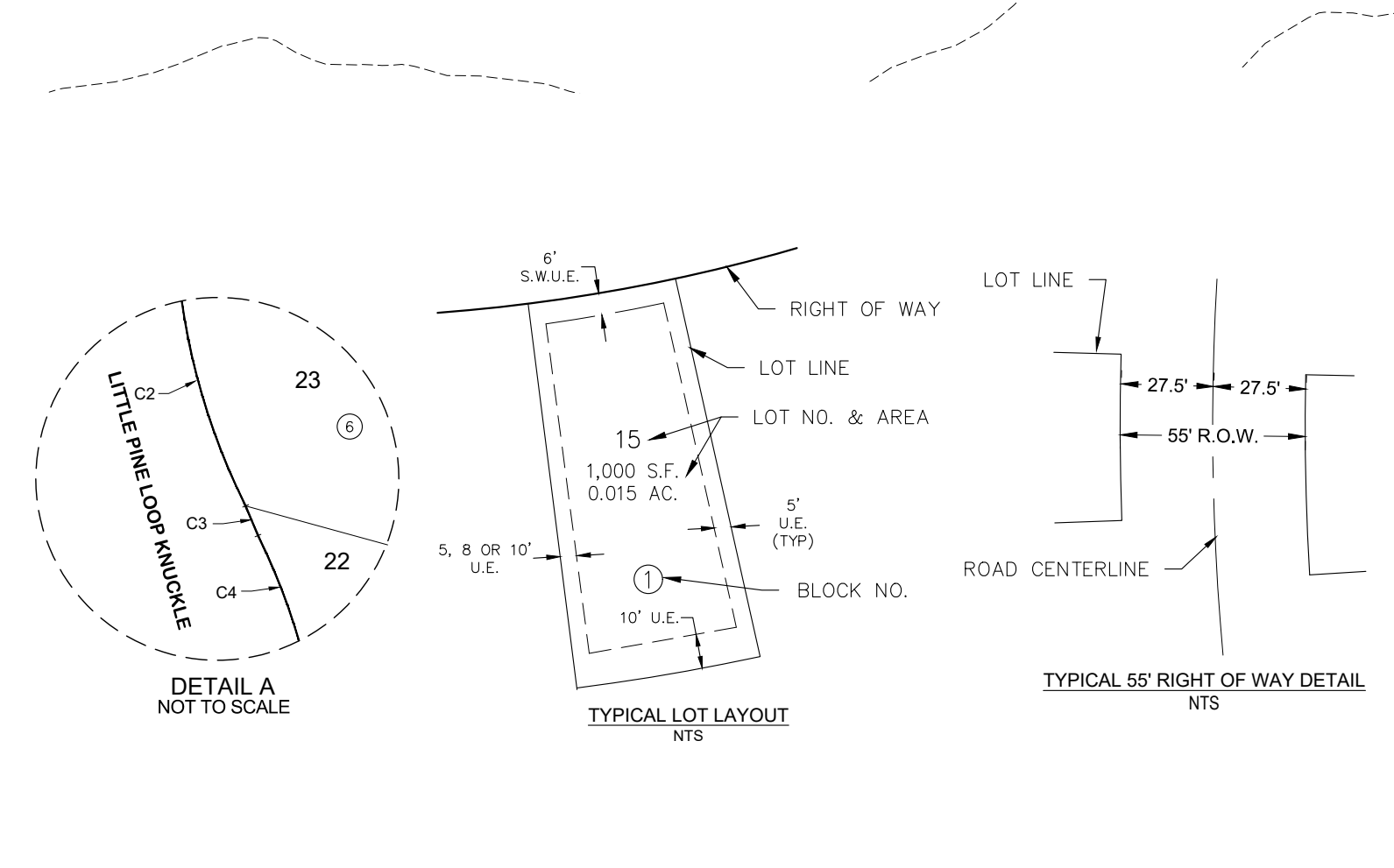
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 18 OF 21



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	19.50'	90°02'50"	30.65'	N64°33'46"E	27.59'
C2	40.00'	41°25'59"	28.93'	S01°10'39"E	28.30'
C3	40.00'	1°22'12"	0.96'	S22°34'44"E	0.96'
C4	52.00'	58°22'23"	52.98'	N05°55'22"E	50.72'
C5	52.00'	22°12'03"	20.15'	N46°12'35"E	20.02'
C6	52.00'	79°22'43"	72.04'	S83°00'03"E	66.42'
C7	52.00'	15°42'03"	14.25'	S35°27'40"E	14.20'
C8	40.00'	42°48'10"	29.88'	N49°00'44"W	29.19'
C9	40.00'	42°48'12"	29.88'	N40°59'16"E	29.19'
C10	52.00'	41°37'02"	37.77'	S41°34'50"W	36.95'
C11	52.00'	48°50'48"	44.33'	S03°39'05"E	43.00'
C12	52.00'	76°59'31"	69.88'	S66°34'15"E	64.74'
C13	52.00'	8°08'59"	7.40'	N70°51'30"E	7.39'
C14	40.00'	42°48'10"	29.88'	S88°11'06"W	29.19'
C15	367.50'	2°45'20"	17.68'	S71°47'29"E	17.67'
C16	367.50'	7°02'00"	45.11'	S76°41'10"E	45.08'
C17	367.50'	7°02'00"	45.11'	S83°43'10"E	45.08'
C18	367.50'	1°12'28"	7.75'	S87°50'24"E	7.75'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C19	367.50'	5°24'49"	34.72'	N88°50'57"E	34.71'
C20	367.50'	7°02'00"	45.11'	N82°37'32"E	45.08'
C21	367.50'	7°02'00"	45.11'	N75°35'32"E	45.08'
C22	367.50'	7°02'00"	45.11'	N68°33'31"E	45.08'
C23	367.50'	6°34'05"	42.13'	N61°45'29"E	42.10'
C24	367.50'	7°02'00"	45.11'	N54°57'26"E	45.08'
C25	367.50'	7°02'00"	45.11'	N47°55'26"E	45.08'
C26	367.50'	7°02'00"	45.11'	N40°53'25"E	45.08'
C27	367.50'	7°02'00"	45.11'	N33°51'25"E	45.08'
C28	367.50'	7°02'00"	45.11'	N26°49'24"E	45.08'
C29	367.50'	7°02'00"	45.11'	N19°47'24"E	45.08'
C30	367.50'	1°37'57"	10.47'	N15°27'25"E	10.47'
C31	487.50'	0°57'13"	8.11'	S15°07'03"W	8.11'
C32	312.50'	8°55'31"	48.68'	N19°06'12"E	48.63'
C33	312.50'	13°10'13"	71.83'	N30°09'04"E	71.68'
C34	312.50'	13°10'13"	71.83'	N43°19'18"E	71.68'
C35	312.50'	13°10'13"	71.83'	N56°29'31"E	71.68'
C36	312.50'	13°19'37"	72.69'	N69°44'26"E	72.52'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C37	312.50'	13°19'37"	72.69'	N83°04'03"E	72.52'
C38	312.50'	1°49'30"	9.95'	S89°21'23"E	9.95'
C39	312.50'	10°34'57"	57.72'	S83°09'10"E	57.64'
C40	312.50'	7°26'52"	40.62'	S74°08'15"E	40.59'
C41	19.50'	90°00'00"	30.63'	S25°24'49"E	27.58'
C42	10.00'	90°00'00"	15.71'	S64°35'11"W	14.14'
C43	362.92'	6°47'38"	43.03'	S73°38'57"E	43.01'
C44	362.92'	7°07'27"	45.13'	S80°36'30"E	45.10'
C45	362.92'	7°07'26"	45.13'	S87°43'56"E	45.10'
C46	362.92'	4°26'56"	28.18'	N86°28'52"E	28.17'
C47	40.00'	13°40'39"	9.55'	N88°44'35"W	9.53'
C48	40.00'	29°07'31"	20.33'	N67°20'30"W	20.11'
C49	52.00'	33°53'36"	30.76'	S69°43'32"E	30.31'
C50	52.00'	60°28'28"	54.88'	N63°05'26"E	52.37'
C51	52.00'	47°16'33"	42.91'	N09°12'55"E	41.70'
C52	40.00'	17°02'28"	11.90'	S05°54'07"E	11.85'
C53	40.00'	25°45'42"	17.99'	S15°29'58"W	17.83'



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

SCALE: 1" = 50'

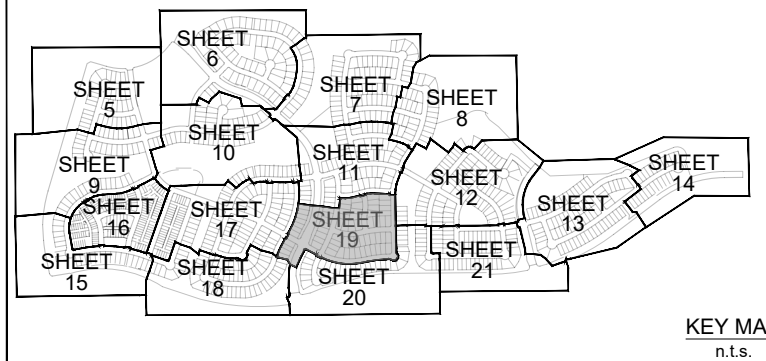
Westwood

10333 E DRY CREEK RD. SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9336

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C J.N. 8130326901 PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 18 OF 21

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

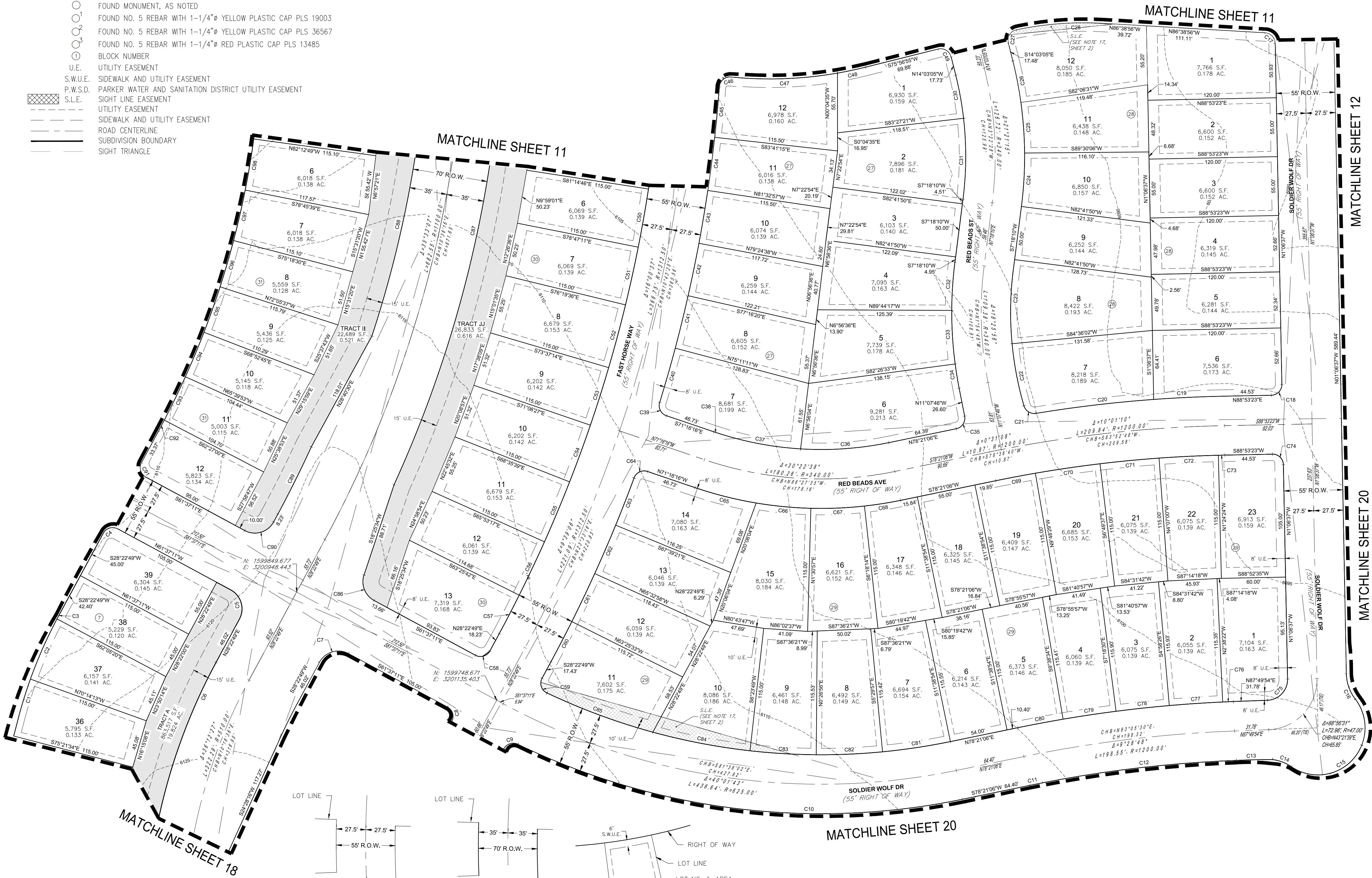
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 19 OF 21



KEY MAP
N.T.S.

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

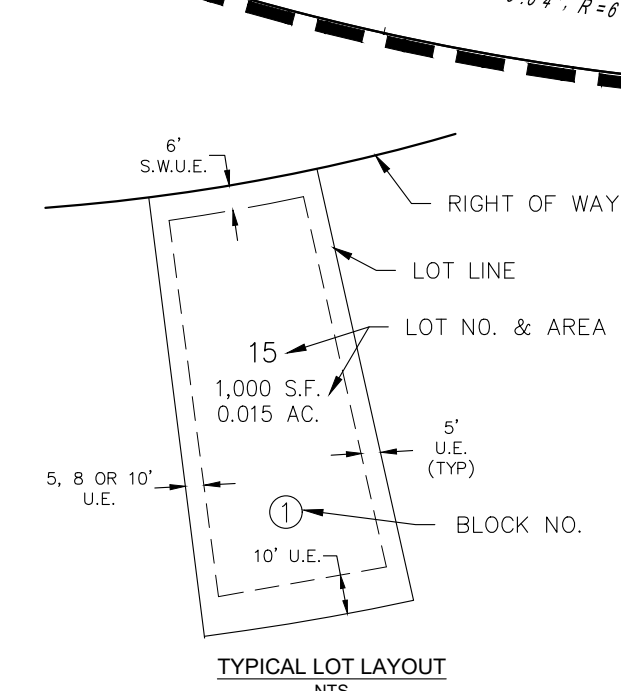
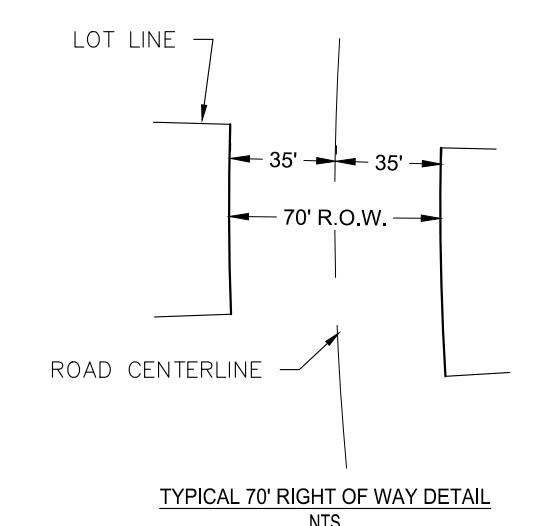
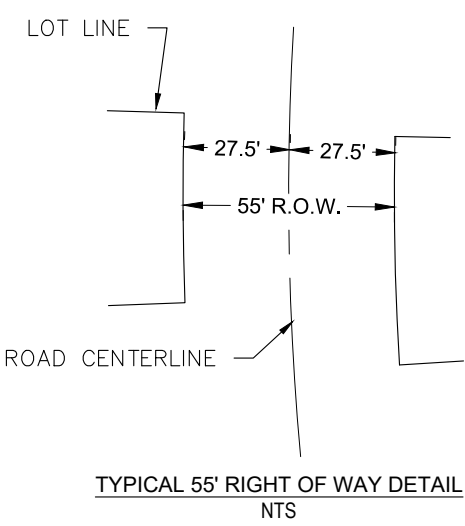


MATCHLINE SHEET 11

MATCHLINE SHEET 20

CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C1	432.50'	5°07'21"	38.67'	S17°12'07"W 38.65'
C2	432.50'	8°08'53"	61.51'	S23°50'14"W 61.45'
C3	432.50'	0°28'09"	3.54'	S28°08'45"W 3.54'
C4	10.00'	90°00'00"	15.71'	S73°22'49"W 14.14'
C5	20.00'	90°00'00"	31.42'	N16°37'11"W 28.28'
C6	545.00'	28°47'27"	273.86'	S13°59'06"W 270.99'
C7	20.00'	90°00'00"	31.42'	S73°22'49"W 28.28'
C8	10.00'	90°00'00"	15.71'	N16°37'11"W 14.14'
C9	10.00'	87°21'22"	15.25'	S72°03'30"W 13.81'
C10	652.26'	4°23'47"	50.05'	S88°29'25"E 50.04'
C11	1172.53'	0°35'21"	12.06'	S78°38'46"W 12.06'
C12	1172.53'	2°42'36"	55.46'	S83°00'21"W 55.45'
C13	646.77'	2°59'41"	33.80'	S88°44'21"W 33.80'
C14	40.00'	27°08'34"	18.95'	N69°12'44"W 18.77'
C15	44.00'	53°27'03"	41.05'	N48°19'29"E 39.57'
C16	40.00'	36°31'39"	25.50'	S19°22'28"E 25.07'
C17	10.00'	85°32'20"	14.93'	N43°52'47"W 13.58'
C18	10.00'	90°00'00"	15.71'	N43°52'23"E 14.14'
C19	1227.50'	3°03'27"	65.50'	S87°21'40"W 65.50'
C20	1227.50'	5°10'11"	110.78'	S83°14'51"W 110.72'
C21	10.00'	83°06'11"	14.50'	S57°47'10"E 13.27'
C22	312.50'	10°50'06"	59.10'	S10°49'01"E 59.01'
C23	312.50'	12°42'08"	69.28'	S00°57'06"W 69.14'
C24	367.50'	7°48'04"	50.04'	N03°24'08"E 50.00'
C25	367.50'	7°23'35"	47.42'	N04°11'41"W 47.39'
C26	367.50'	6°09'36"	39.51'	N10°58'17"W 39.49'
C27	10.00'	92°20'11"	16.12'	S32°07'01"W 14.43'
C28	312.50'	15°03'57"	82.17'	S85°49'05"W 81.94'
C29	312.50'	7°30'26"	40.95'	N10°17'52"W 40.92'
C30	312.50'	13°50'49"	75.52'	N00°22'48"E 75.34'
C31	367.50'	7°02'27"	45.16'	S03°46'57"W 45.13'
C32	367.50'	7°49'11"	50.16'	S03°38'52"E 50.12'
C33	367.50'	3°34'19"	22.91'	S09°20'37"E 22.91'
C34	312.50'	89°28'52"	15.62'	N33°36'40"E 14.08'
C35	312.50'	15°11'13"	82.83'	N85°56'42"E 82.59'
C36	312.50'	15°11'25"	82.85'	S78°51'59"E 82.61'
C37	312.50'	15°11'25"	82.85'	S78°51'59"E 82.61'
C38	312.50'	15°11'25"	82.85'	S78°51'59"E 82.61'
C39	10.00'	88°24'30"	15.43'	S27°04'02"E 13.94'
C40	1340.00'	2°15'14"	52.71'	N16°00'36"E 52.71'
C41	1340.00'	2°09'20"	50.41'	N13°48'20"E 50.41'
C42	1340.00'	2°08'18"	50.01'	N11°39'31"E 50.01'
C43	1340.00'	2°08'18"	50.01'	N09°31'12"E 50.01'
C44	1340.00'	4°09'44"	97.34'	N06°22'11"E 97.32'
C45	1340.00'	2°01'26"	47.33'	N05°18'02"E 47.33'
C46	10.00'	91°23'55"	15.95'	S49°59'17"W 14.31'
C47	367.50'	15°33'00"	99.74'	N87°54'44"E 99.43'
C48	367.50'	4°11'19"	26.87'	N78°02'34"E 26.86'
C49	10.00'	90°00'00"	15.71'	N59°03'05"W 15.14'
C50	1285.00'	2°27'35"	55.17'	N09°59'01"E 55.16'
C51	1285.00'	2°27'35"	55.17'	N12°26'38"E 55.16'

CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C52	1285.00'	2°42'21"	60.69'	N15°01'35"E 60.68'
C53	1285.00'	2°30'48"	56.37'	N17°38'09"E 56.36'
C54	1285.00'	2°30'48"	56.37'	N20°08'57"E 56.36'
C55	1285.00'	2°42'21"	60.69'	N22°45'32"E 60.68'
C56	1285.00'	2°27'35"	55.17'	N25°20'30"E 55.16'
C57	1285.00'	1°48'31"	40.56'	N27°28'34"E 40.56'
C58	10.00'	90°00'00"	15.71'	N73°22'49"E 14.14'
C59	10.00'	92°58'54"	16.23'	S18°06'38"E 14.51'
C60	1340.00'	1°48'22"	42.24'	N27°28'38"E 42.24'
C61	1340.00'	2°07'25"	49.66'	N25°30'45"E 49.66'
C62	1340.00'	2°06'23"	49.26'	N23°23'51"E 49.26'
C63	1340.00'	2°01'25"	47.33'	N21°19'57"E 47.33'
C64	10.00'	88°24'30"	15.43'	S64°31'29"W 13.94'
C65	367.50'	9°12'24"	59.05'	S75°52'29"E 58.99'
C66	367.50'	8°00'22"	51.35'	S84°28'52"E 51.31'
C67	367.50'	7°49'11"	50.16'	N87°36'21"E 50.12'
C68	367.50'	5°20'40"	34.28'	N81°01'26"E 34.27'
C69	1172.50'	1°50'25"	37.66'	S79°16'18"W 37.66'
C70	1172.50'	2°58'53"	61.01'	S81°40'57"W 61.00'
C71	1172.50'	2°42'36"	55.46'	S84°31'42"W 55.45'
C72	1172.50'	2°42'36"	55.46'	S87°14'18"W 55.45'
C73	1172.50'	0°17'48"	6.07'	S88°44'29"W 6.07'
C74	10.00'	90°00'00"	15.71'	N46°06'37"W 14.14'
C75	19.50'	88°56'31"	30.27'	N43°21'35"E 27.32'
C76	1227.50'	0°28'16"	10.09'	S87°35'46"W 10.09'
C77	1227.50'	2°20'04"	50.01'	S86°11'36"W 50.01'
C78	1227.50'	2°20'04"	50.01'	S83°51'32"W 50.01'
C79	1227.50'	2°20'04"	50.01'	S81°31'28"W 50.01'
C80	1227.50'	2°00'20"	42.97'	S79°21'16"W 42.96'
C81	597.50'	6°08'57"	64.13'	N81°25'35"E 64.10'
C82	597.50'	5°56'53"	62.03'	N87°26'30"E 62.00'
C83	597.50'	5°56'53"	62.03'	S86°34'37"E 62.00'
C84	597.50'	8°52'12"	92.50'	S79°10'05"E 92.41'
C85	597.50'	10°07'54"	105.66'	S69°40'01"E 105.52'
C86	20.00'	80°02'45"	27.94'	S21°35'48"E 25.72'
C87	1135.00'	29°22'17"	581.83'	N09°52'16"E 575.48'
C88	1065.00'	22°46'40"	423.39'	N06°49'21"E 420.60'
C89	1050.00'	3°49'25"	70.07'	N26°28'07"E 70.06'
C90	20.00'	90°00'00"	31.42'	N73°22'49"E 28.28'
C91	10.00'	90°00'00"	15.71'	S16°37'11"W 14.14'
C92	802.50'	0°49'50"	11.63'	N27°57'54"E 11.63'
C93	802.50'	3°12'52"	45.02'	N25°56'34"E 45.02'
C94	802.50'	3°12'52"	45.02'	N22°43'41"E 45.02'
C95	802.50'	3°12'52"	45.02'	N19°30'49"E 45.02'
C96	802.50'	3°12'52"	45.02'	N16°17'57"E 45.02'
C97	802.50'	3°27'10"	48.36'	N12°57'56"E 48.35'
C98	802.50'	3°27'10"	48.36'	N09°30'46"E 48.35'

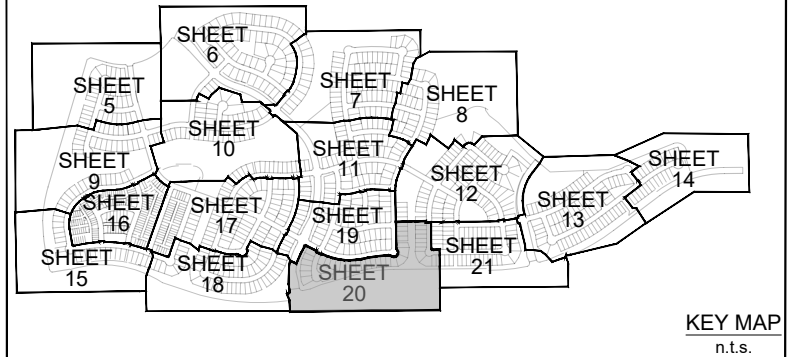


50 25 0 50 100
SCALE: 1" = 50'

Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9535

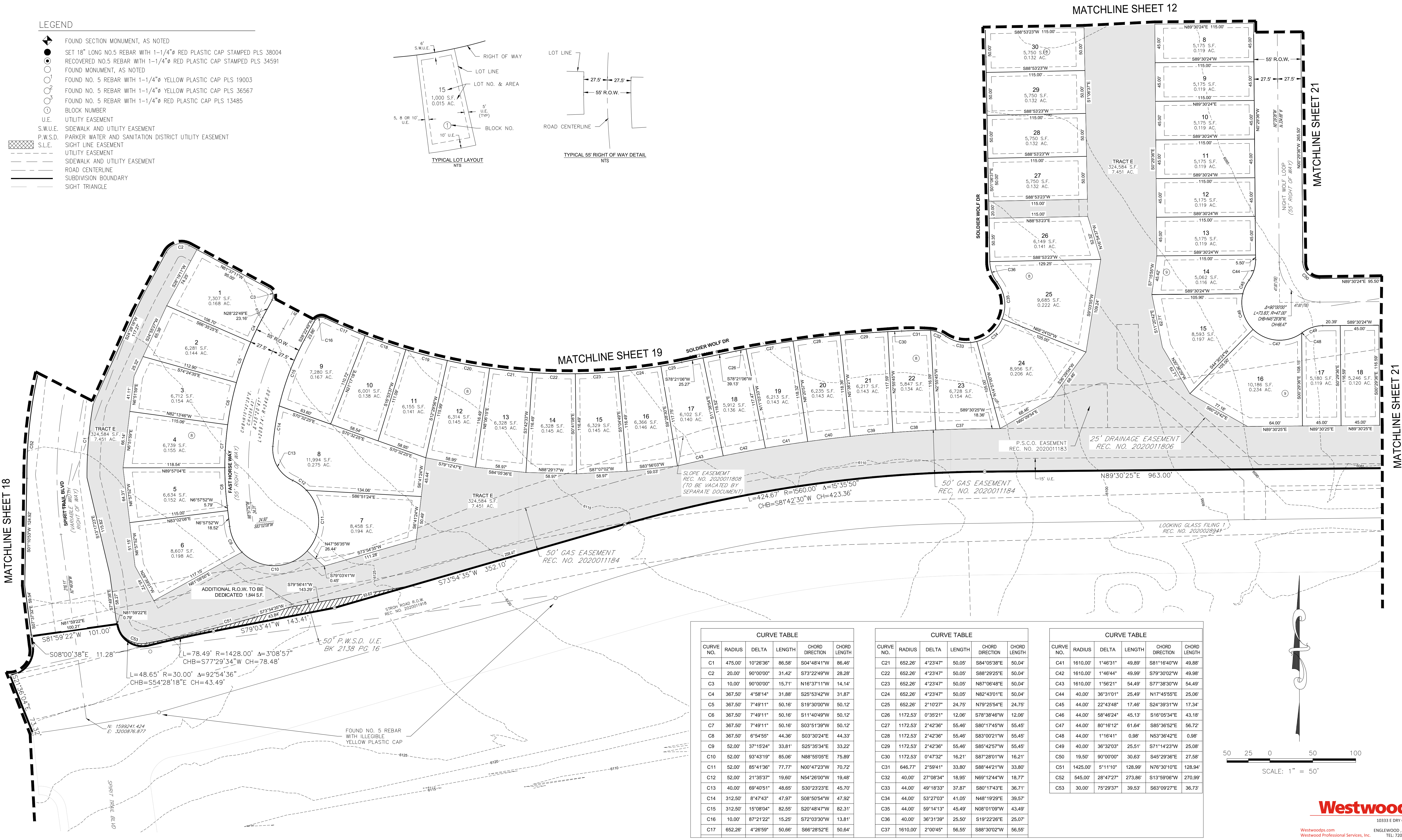
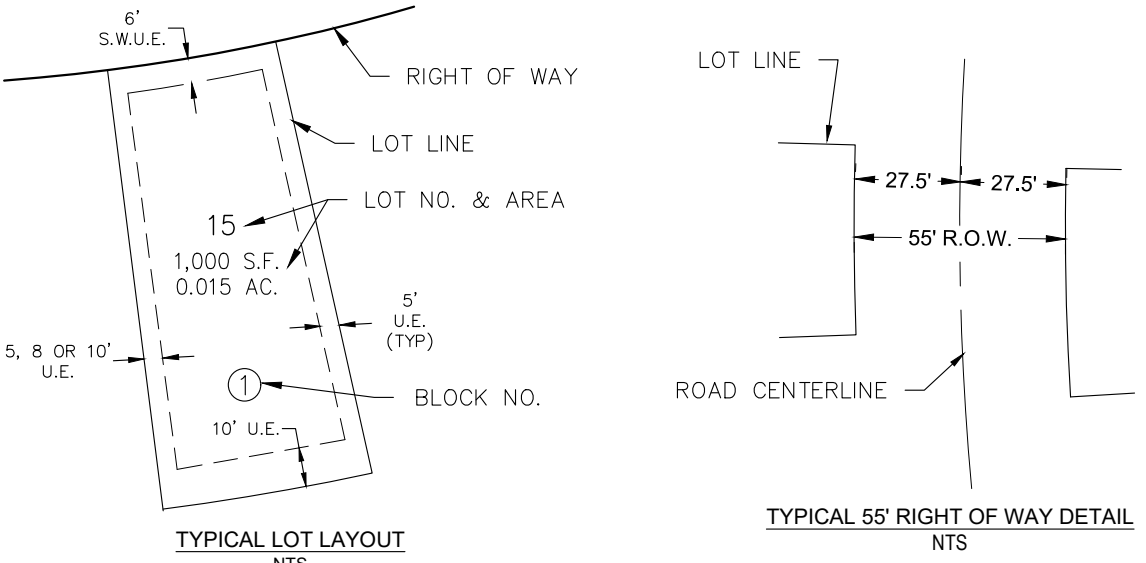
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 20 OF 21



LEGEND

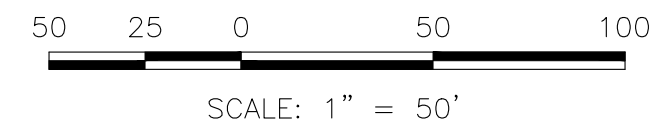
- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 38004
- RECOVERED NO.5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" Ø YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" Ø RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD	CHORD LENGTH
C1	475.00'	10°26'36"	86.58'	S04°48'41"W	86.46'
C2	20.00'	90°00'00"	31.42'	S73°22'49"W	28.28'
C3	10.00'	90°00'00"	15.71'	N16°37'11"W	14.14'
C4	367.50'	4°58'14"	31.88'	S25°53'42"W	31.87'
C5	367.50'	7°49'11"	50.16'	S19°30'00"W	50.12'
C6	367.50'	7°49'11"	50.16'	S11°40'49"W	50.12'
C7	367.50'	7°49'11"	50.16'	S03°51'39"W	50.12'
C8	367.50'	6°54'55"	44.36'	S03°30'24"E	44.33'
C9	52.00'	37°15'24"	33.81'	S25°35'34"E	33.22'
C10	52.00'	93°43'19"	85.06'	N88°55'05"E	75.89'
C11	52.00'	85°41'36"	77.77'	N00°47'23"W	70.72'
C12	52.00'	21°35'37"	19.60'	N54°26'00"W	19.48'
C13	40.00'	69°40'51"	48.85'	S30°23'23"E	45.70'
C14	312.50'	8°47'43"	47.97'	S08°50'54"W	47.92'
C15	312.50'	15°08'04"	82.55'	S20°48'47"W	82.31'
C16	10.00'	87°21'22"	15.25'	S72°03'30"W	13.81'
C17	652.26'	4°26'59"	50.66'	S66°28'52"E	50.64'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD	CHORD LENGTH
C21	652.26'	4°23'47"	50.05'	S84°05'38"E	50.04'
C22	652.26'	4°23'47"	50.05'	S88°29'25"E	50.04'
C23	652.26'	4°23'47"	50.05'	N87°06'48"E	50.04'
C24	652.26'	4°23'47"	50.05'	N82°43'01"E	50.04'
C25	652.26'	2°10'27"	24.75'	N79°25'54"E	24.75'
C26	1172.53'	0°35'21"	12.06'	S78°38'46"W	12.06'
C27	1172.53'	2°42'36"	55.46'	S80°17'45"W	55.45'
C28	1172.53'	2°42'36"	55.46'	S83°00'21"W	55.45'
C29	1172.53'	2°42'36"	55.46'	S85°42'57"W	55.45'
C30	1172.53'	0°47'32"	16.21'	S87°28'01"W	16.21'
C31	646.77'	2°59'41"	33.80'	S88°44'21"W	33.80'
C32	40.00'	27°08'34"	18.95'	N69°12'44"W	18.77'
C33	44.00'	49°18'33"	37.87'	S80°17'43"E	36.71'
C34	44.00'	53°27'03"	41.05'	N48°19'29"E	39.57'
C35	44.00'	59°14'13"	45.49'	N08°01'09"W	43.49'
C36	40.00'	38°31'39"	25.50'	S19°22'26"E	25.07'
C37	1610.00'	2°00'45"	56.55'	S88°30'02"E	56.55'

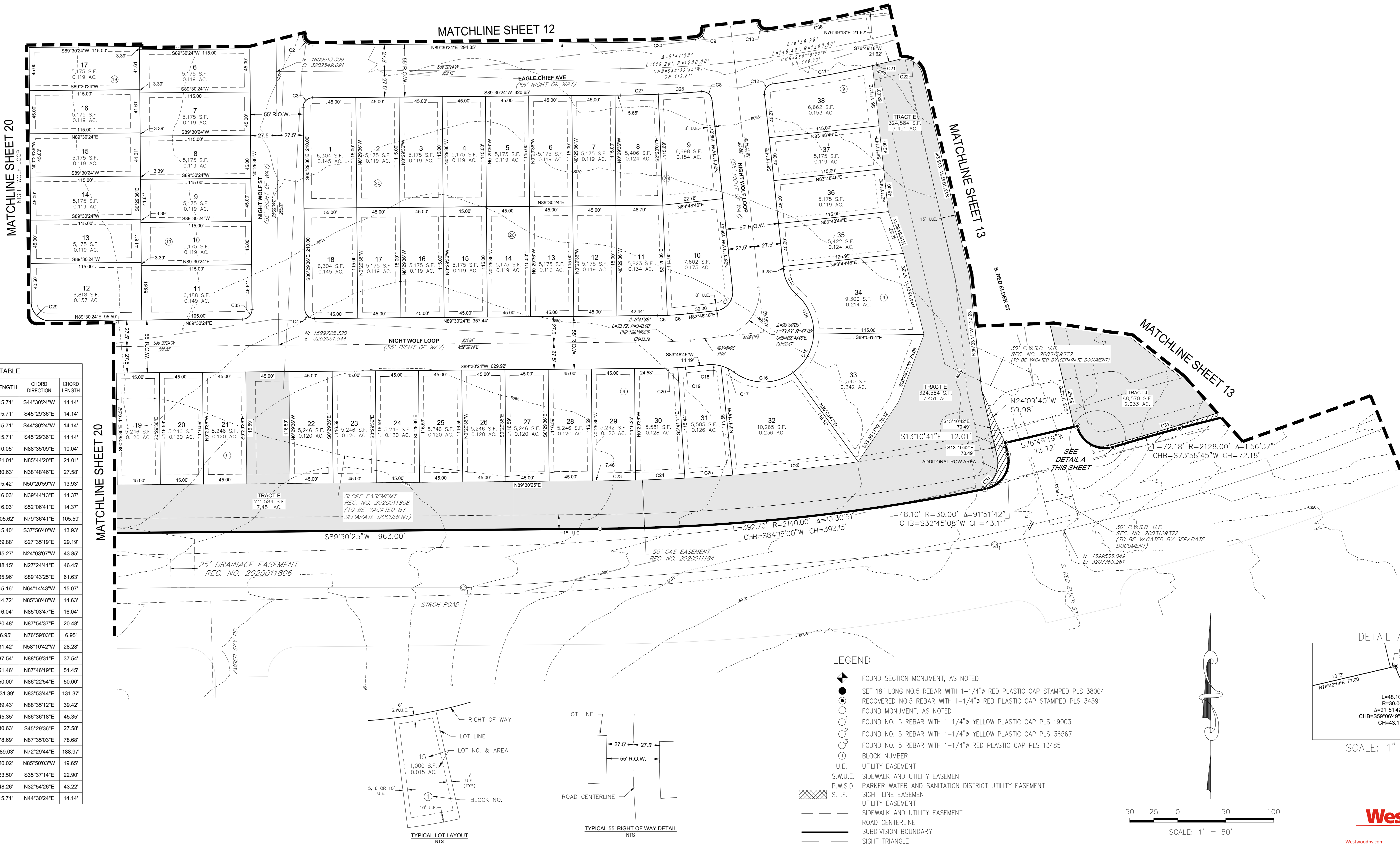
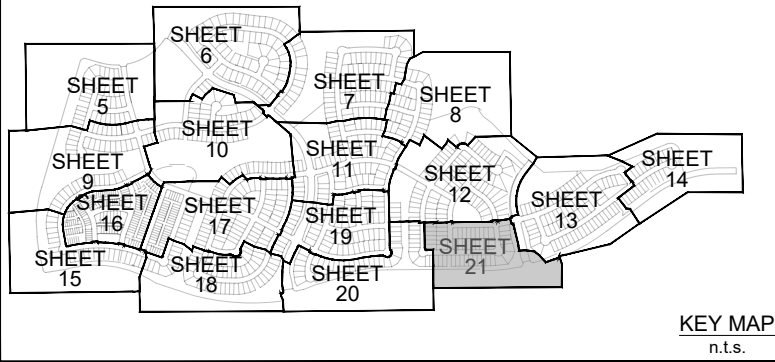
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD	CHORD LENGTH
C41	1610.00'	1°46'31"	49.89'	S81°16'40"W	49.88'
C42	1610.00'	1°46'44"	49.99'	S79°30'02"W	49.98'
C43	1610.00'	1°56'21"	54.49'	S77°38'30"W	54.49'
C44	40.00'	36°31'01"	25.49'	N17°45'55"E	25.06'
C45	44.00'	22°43'48"	17.46'	S24°39'31"W	17.34'
C46	44.00'	58°46'24"	45.13'	S16°05'34"E	43.18'
C47	44.00'	80°16'12"	61.64'	S85°36'52"E	56.72'
C48	44.00'	1°16'41"	0.98'	N53°36'42"E	0.98'
C49	40.00'	36°32'03"	25.51'	S71°14'23"W	25.08'
C50	19.50'	90°00'00"	30.63'	S45°29'36"E	27.58'
C51	1425.00'	5°11'10"	128.99'	N76°30'10"E	128.94'
C52	545.00'	28°47'27"	273.86'	S13°59'06"W	270.99'
C53	30.00'	75°29'37"	39.53'	S63°09'27"E	36.73'



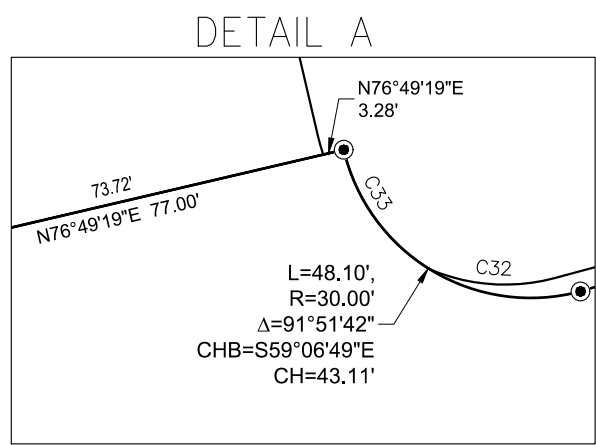
Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9326
Westwoods.com
Westwood Professional Services, Inc.
PREPARED: 7/20/2020 REVISED: 01/05/2022 SHEET 20 OF 21

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1B AND 1C

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 21 OF 21



CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD LENGTH
C1	10.00'	90°00'00"	15.71'	14.14'
C2	10.00'	90°00'00"	15.71'	14.14'
C3	10.00'	90°00'00"	15.71'	14.14'
C4	10.00'	90°00'00"	15.71'	14.14'
C5	312.50'	1°50'30"	10.05'	10.04'
C6	312.50'	3°51'08"	21.01'	14.37'
C7	19.50'	90°00'00"	30.63'	27.58'
C8	10.00'	88°19'31"	15.42'	13.93'
C9	10.00'	91°50'55"	16.03'	14.37'
C10	10.00'	91°50'55"	16.03'	14.37'
C11	1227.50'	4°55'48"	105.62'	105.59'
C12	10.00'	88°15'49"	15.40'	13.93'
C13	40.00'	42°48'10"	29.88'	29.19'
C14	52.00'	49°52'34"	45.27'	43.85'
C15	52.00'	53°03'03"	48.15'	46.45'
C16	52.00'	72°40'44"	65.96'	61.63'
C17	40.00'	21°43'19"	15.16'	15.07'
C18	40.00'	21°04'51"	14.72'	14.63'
C19	367.50'	2°30'03"	16.04'	16.04'
C20	367.50'	3°11'36"	20.48'	20.48'
C21	1227.50'	0°19'28"	6.95'	6.95'
C22	20.00'	90°00'00"	31.42'	28.28'
C23	2090.24'	1°10'14"	37.54'	37.54'
C24	2090.24'	1°24'38"	51.46'	51.45'
C25	2090.24'	1°22'14"	50.00'	50.00'
C26	2090.24'	3°36'06"	131.39'	131.37'
C27	1227.50'	1°50'25"	39.43'	39.42'
C28	1162.53'	2°14'06"	45.35'	45.35'
C29	19.50'	90°00'00"	30.63'	27.58'
C30	1172.50'	3°50'44"	78.69'	78.68'
C31	2125.00'	5°05'48"	189.03'	188.97'
C32	30.00'	38°14'39"	20.02'	19.65'
C33	30.00'	44°52'29"	23.50'	22.90'
C34	30.00'	92°10'18"	48.26'	43.22'
C35	10.00'	90°00'00"	15.71'	14.14'



SCALE: 1" = 50'

Westwood

OPEN SPACE & PARK TRACKING EXHIBIT - PRELIMINARY PLAN SEGMENT 1-B&C

PER TOWN OF PARKER CODE FOR COMMON OPEN SPACE 13.07.145:

(c) AMOUNT OF COMMON OPEN SPACE REQUIRED.

(1) MINIMUM PERCENTAGE RECOMMENDED. THE TOWN WILL DETERMINE THE AMOUNT OF PUBLIC OPEN SPACE UNDER SUBSECTION 13.07.140(E) ABOVE, COMMON OPEN SPACE OR A COMBINATION OF BOTH THAT SHALL BE DEDICATED AND/OR SET ASIDE ON A CASE-BY-CASE BASIS DEPENDING UPON PROPOSED DENSITY, LOT SIZES AND CHARACTERISTICS OF THE SUBJECT LAND, WITH THE GOAL OF ACHIEVING A MINIMUM OF TWENTY PERCENT (20%) OF THE TOTAL DEVELOPMENT PARCEL AS OPEN SPACE. FOR PURPOSES OF THIS PROVISION, AS APPLIED TO PROPERTY ZONED FOR PLANNED DEVELOPMENT (PD), TOTAL DEVELOPMENT PARCEL MEANS THE TOTAL GROSS LAND AREA SUBJECT TO THE PD DEVELOPMENT GUIDE (MASTER PLAN), AND DOES NOT MEAN THE LAND AREA CONTAINED IN EACH SEPARATE FILING OF A LARGER, PHASED PLANNED DEVELOPMENT.



OPEN SPACE TRACKING

Segment 1B&C Open Space Dedication			
Gross Acreage Anticipated per PD	Gross Acreage Provided per Preliminary Plat	Difference	
67.69	82.64	14.95	
Net Acreage Anticipated per PD	Net Acreage Provided per Preliminary Plat	Difference	
54.73	60.55	5.82	

Anticipated Open Space Dedication for the Total Development Parcel			
Overall Gross Acreage Required per Annexation Agreement	Net Acreage Anticipated w/ Current Segment 1B&C Preliminary Plat	Difference (Exceeds Required)	
240.9	277.35	36.45	

ANTHOLOGY SEGMENT 1-B&C

OVERALL PHASE ONE - PARK REQUIREMENTS

IN SEGMENT 1A, THERE IS AN EXCESS OF 25.91 AC OF PROVIDED PARK AREA TO BE APPLIED TO THE OVERALL PARK REQUIREMENTS FOR PHASE 1.

TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (AC)
NEIGHBORHOOD PARKS			9.35
COMMUNITY PARKS			0.00
SEG 1A EXCESS PARK AC			25.91
TOTAL PARK AREA FOR 1B&C	MUNICIPAL CODE	24.09	35.26

DEDICATION REQUIREMENT

SFD/DUPLEX	0.0239 acres/unit
MULTI-FAMILY	0.0139 acres/unit

PLANNING AREA	HOUSING TYPE	DU'S	TOTAL PARK REQUIRED
PA-40	SFD (45'x115' typ)	69	1.65
PA-41	SFD (50'x115' typ)	36	0.86
PA-42	SFD (60'x115' typ)	70	1.67
PA-44	MULTI-FAMILY (22'x60' typ)	72	1.00
	SFA (25'x80' typ)	106	2.53
PA-45	SFD (50'x115' typ)	56	1.34
	SFD (45'x115' typ)	147	3.51
PA-46	SFD (50'x115' typ)	139	3.32
PA-47	SFD (50'x115' typ)	111	2.65
PA-48	SFD (45'x115' typ)	140	3.35
PA-49	SFD (45'x115' typ)	92	2.20
Total		1,038	24.09
Total	SFD	860	
Total	SFA	106	
Total	MULTI-FAMILY	72	

OPEN SPACE & PARK TRACKING

Segment 1B&C Open Space & Park Areas			
Net Acreage Anticipated per PD for both Park and Open Space	Net Acreage Provided per Preliminary Plat for both Park and Open Space	Difference	
54.73	69.90	15.17	

Segment 1B&C is providing 15.19 excess acres of combined Open Space & Park area when compared to the Net Area as anticipated in the PD.

LOT SUMMARY CHART FOR SEGMENT 1B&C

TYPICAL DEPTH	TOTAL UNITS
LOT TYPE	
A-60'x115'	70
B-50'x115'	342
C-45'x115'	448
TOWNHOMES	
22'x60'	72
DUPLEX	
25'x80'	106
TOTAL	1038

OPEN SPACE KEY

GENERAL OPEN SPACE
COMMUNITY PARK
NEIGHBORHOOD PARK

ANTICIPATED OPEN SPACE FOR THE TOTAL DEVELOPMENT PARCEL

TYPE	TRACT	NET AREA (in Acres)
------	-------	---------------------

SEGMENT 1A

C1	2.48
D1	1.44
E1	0.04
F1	0.42
G1	1.42
H1	7.89
I1	8.80
K1	12.80
M1	4.98
N1	3.00
O1	1.28
P1	0.19
Q1	0.18
T1	3.00
SUBTOTAL	47.92

SEGMENT 1B & 1C

A2	19.877
C2	12.875
E2	7.451
G2	6.894
I2	3.584
J2	2.031
K2	0.417
M2	0.138
N2	0.135
O2	1.020
P2	0.064
Q2	0.269
R2	0.473
S2	1.008
V2	0.160
W2	0.195
X2	0.173
Y2	1.944
AA2	0.129
DD2	0.245
EE2	0.148
GG2	0.037
HH2	0.147
II2	0.521
JJ2	0.616
SUBTOTAL	60.551

OUTSIDE OF SKETCH PLAN

OS	15.76
OS	9.71
OS	0.44
OS	9.55
OS	6.83
OS	18.09
OS	48.06
OS	12.46
OS	17.66
OS	0.37
OS*	18.41
OS*	10.83
OS**	0.71
SUBTOTAL	168.88
TOTAL	277.35

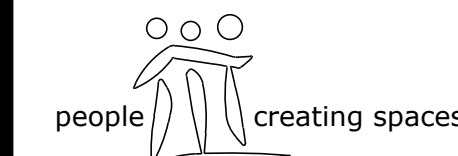
*Annexation Agreement includes credit for the northeast open space area

** Additional Acreage adjacent to Planning Area 11

Prepared For

ESX MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

Land Planning



pcs group inc. www.pcsgroupco.com
#3, 8-180 Independence plaza
1007 16th street, denver co 80265
1.303.531.4905 - 1.303.531.4908

Engineering



10333 E. DRY CREEK RD. #240
ENGLEWOOD, CO 80112
720-482-9526

ANTHOLOGY-SEGMENTS 1B & 1C
PARKER, COLORADO
OPEN SPACE TRACKING EXHIBIT -
PRELIMINARY PLAN SEGMENT 1-B&C
PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM

Checked by: JP

Submittal Date: 10.30.2020

Date: 05.13.2021

Know what's below. Call before you dig. 07.23.2021

10.13.2021

11.22.2021

01.05.2022

01.21.2022

Sheet Name

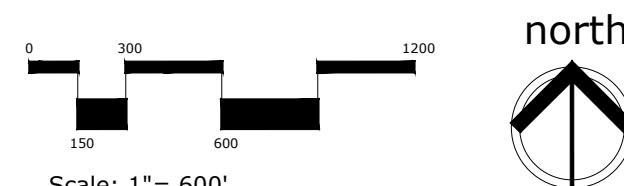
OPEN SPACE
& PARKS
01/21/2022

Sheet Number

L0.0

THE INTENT OF THIS EXHIBIT IS TO MEMORIALIZE HOW THE OPEN SPACE COMMITMENTS ARE BEING MET WITHIN THE ANTHOLOGY COMMUNITY. PER THE ANNEXATION AGREEMENT 240.90 GROSS ACRES OF OPEN SPACE IS REQUIRED TO BE DEDICATED. THIS EXHIBIT DEPICTS 277.35 NET ACRES OF OPEN SPACE THAT WOULD BE AVAILABLE FOR DEDICATION, EXCLUSIVE OF PARK AREAS. WE HAVE EXCEEDED THE REQUIRED AGREEMENT BY 36.45 ACRES.

AS MORE DETAILED PLANS ARE DEVELOPED FOR THE AREA WEST OF CHAMBERS ROAD THIS EXHIBIT WILL BE UPDATED TO ENSURE THAT THE OPEN SPACE COMMITMENTS ARE BEING MET FOR THE OVERALL PROJECT.



ANTHOLOGY-R.O.W. TREES					
AREA	TYPE	AREA / LENGTH	UNIT	TREES REQUIRED	TREES PROVIDED
Chambers Road (Bramwell to Stroh Rd.)		2,290	LF	57.3	66
Stroh Road		4,201	LF	105.0	124
Spirit Trail		3,937	LF	98.4	99
S. Red Elder St		1,589	LF	39.7	40
Internal ROW Abutting Open Space		7,451	LF	186.3	196
TOTAL R.O.W. TREES		19,468	LF	486.7	525
Note: Final Landscape Plans to reflect The Town of Parker Landscape Requirements in R.O.W. of 1 tree per 40 liner ft.					

ROADWAY LANDSCAPE BUFFER											
LANDSCAPE BUFFER SECTION		LENGTH		TREES REQUIRED	TREES PROVIDED	EV TREES REQ (50%)	EV TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	LARGE SHRUBS REQUIRED (60)%	LARGE SHRUBS PROVIDED
STROH ROAD_SECTION A NORTH (FROM CHAMBERS RD TO SPIRIT TRAIL)		2,521 LF		84.0	87	42	46	420.2	431	252	401
STROH ROAD_SECTION B NORTH* (FROM SPIRIT TRAIL TO S. RED ELDER)		2,381 LF		79.4	91	40	84	396.8	412	238	412
STROH ROAD_SECTION C NORTH* (FROM S. RED ELDER TO E. PROPERTY LINE)		2,436 LF		81.2	98	41	91	406.0	428	244	428
SPIRIT TRAIL_SECTION A WEST (FROM STROH ROAD TO TRACT N)		1,316 LF		43.9	50	22	34	219.3	247	132	206
SPIRIT TRAIL_SECTION A EAST (FROM STROH ROAD TO COMM. PARK)		1,304 LF		43.5	44	22	29	217.3	218	130	181
SPIRIT TRAIL_SECTION B WEST (FROM STREET B6 TO STREET B1)		702 LF		23.4	28	12	16	117.0	121	70	110
SPIRIT TRAIL_SECTION B EAST (FROM STREET B3 TO COMM. PARK)		1,169 LF		39.0	40	19	21	194.8	197	117	179
RED ELDER_SECTION A EAST (STROH ROAD TO PARK)		536 LF		17.9	22	9	10	89.3	97	54	71
RED ELDER_SECTION A WEST (STROH ROAD TO PROPERTY LINE)		1,117 LF		37.2	38	19	24	186.2	188	112	163
CHAMBERS ROAD (FROM BRAMWELL DR TO STROH RD)		2,239 LF		74.6	75	37	38	373.2	377	224	377
BRAMWELL DR_SECTION A SOUTH (FROM CHAMBERS RD TO STREET B7)		419 LF		14.0	16	7	9	69.8	96	42	69
TOTAL				538.0	589	269	402	2,690.0	2,812	1,614	2,597

* Due to the Existing Easements with existing utilities, trees have been pushed back from the buffer width and placed at least 15' from the utility line and on the edges of the easement.



ANTHOLOGY-LANDSCAPE AREA PLANTING										
AREA	TRACT AREA	LANDSCAPE AREA	UNIT	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS & 5 GAL GRASSES PROVIDED	1 GAL GRASSES PROVIDED (1/3 EQUIV.)	EXCESS TREES (EQUIV.: 1 TREE = 10 SHRUBS)	TOTAL SHRUBS & EQUIVALENTS PROVIDED
Tract A	863,517	695,280	SF	463.5	506	2,317.6	1,797	304	42	2,318
Tract C	560,844	187,828	SF	125.2	126	349.0	343	18	-	349
Tract D (POCKET PARK)	100,897	69,606	SF	46.4	47	232.0	268	95	-	299
Tract E	324,584	275,376	SF	183.6	195	917.9	753	187	11	925
Tract F (POCKET PARK)	105,797	84,893	SF	56.6	57	283.0	222	248	-	304
Tract G	300,294	185,169	SF	123.4	139	617.2	461	23	15	618
Tract H (POCKET PARK)	142,151	100,498	SF	67.0	68	335.0	325	-	1	335
Tract I	156,101	140,491	SF	93.7	94	468.3	440	89	-	469
Tract J	88,578	88,578	SF	59.1	66	295.3	299	96	7	401
Tract K	18,161	18,161	SF	12.1	13	60.5	63	-	-	63
Tract L (POCKET PARK)	58,570	42,584	SF	28.4	29	141.9	157	112	-	194
Tract M	6,027	6,027	SF	4.0	4	20.1	21	-	-	21
Tract N (SEE NOTE 6)	5,875	5,875	SF	3.9	-	19.6	66	-	-	66
Tract O	44,443	39,750	SF	26.5	27	132.5	124	29	-	133
Tract P	2,771	2,771	SF	1.8	2	9.2	10	-	-	10
Tract Q	11,726	11,726	SF	7.8	13	39.1	65	-	5	115
Tract R	20,590	20,590	SF	13.7	23	68.6	115	11	9	208
Tract S	43,937	43,937	SF	29.3	33	146.5	116	11	3	149
Tract V	6,969	6,969	SF	4.6	7	23.2	4	6	2	26
Tract W	8,489	8,489	SF	5.7	6	28.3	32	6	-	34
Tract X	7,552	7,552	SF	5.0	5	25.2	25	10	-	28
Tract Y	84,633	84,633	SF	56.4	57	282.1	265	57	-	284
Tract AA	5,605	5,605	SF	3.7	4	18.7	21	-	-	21
Tract DD	10,628	10,628	SF	7.1	8	35.4	43	3	-	44
Tract EE	6,438	6,438	SF	4.3	5	21.5	22	6	-	24
Tract GG	1,600	1,600	SF	1.1	2	5.3	6	-	-	6
Tract HH	6,397	6,397	SF	4.3	5	21.3	23	5	-	24
Tract II	22,689	22,689	SF	15.1	23	75.6	85	11	7	158
Tract JJ	26,833	26,833	SF	17.9	27	89.4	95	12	9	189
TOTAL	3,042,696	2,206,973	SF	1,471	1,591	7,079				7,815
	69.851	50.665	AC							

- Notes:
- The "Landscape Area" calculation excludes:
 - undisturbed open space areas to remain as-is in order to preserve existing vegetation and topography (see note 6)
 - unplantable areas such as structures, water bodies, including detention ponds, and hardscape areas.
 - Easements and Sight Triangle areas have been subtracted from R.O.W. planting calculations.
 - Final landscape plans to reflect required tree and shrub quantities per the Town of Parker Landscape Regulations (Section 13.06.070) which requires 1 tree & 5 shrubs per each 1,500 square feet.
 - For shrub equivalents: (1) 5-gal shrub is equal to (1) 1-gal ornamental grass or (3) 1-gal ornamental grass; (1) Tree is equal to (10) 5-gal shrubs.
 - In some open space tracts, areas that are undisturbed by grading are to remain natural in accordance with Parker Town Code (Section 13.06.070.d) which states:
 - "All open space should be left in its natural or existing condition except as determined by the Town. Existing trees and vegetation shall be preserved wherever practicable according to the standards stated in Section 13.10.110 of this Title."
 - "Credit toward landscaped areas required by this Section shall be given for all preserved trees and shrubs in accordance with Section 13.10.110 of this Title."
 - Unable to plant trees within this tract due to an easement taking up its entirety: Used shrub equivalents to meet the requirement for the trees.

■ Prepared For ■

ESX MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



pcs group inc. www.pcsgroupco.com
#3, 8-180 Independence Plaza
1007 16th Street, Denver, CO 80202
+1 303.531.4903 +1 303.531.4908

■ Engineering ■



10333 E. DRY CREEK RD. #240
ENGLEWOOD, CO 80112
720-482-9526

ANTHOLOGY-SEGMENTS 1B & 1C

PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JF
Submittal Date:	10.30.2020
Date:	05.13.2021
Know what's below. Call before you dig.	07.23.2021
	10.13.2021
	11.22.2021
	01.05.2022
	01.21.2022

■ Sheet Name ■
LANDSCAPE
REQUIREMENT
CHARTS

■ Sheet Number ■

L0.3



LEGEND

10' WIDE CONCRETE COMMUNITY TRAIL

10' WIDE CONCRETE LOCAL TRAIL

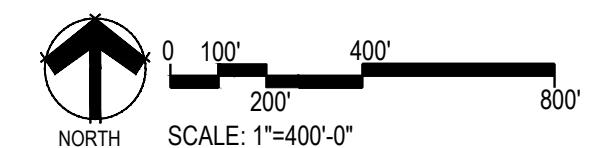
8' WIDE CONCRETE ARAPAHOE CANAL TRAIL &
8' WIDE CONNECTOR TRAILS

5' WIDE NATURAL SURFACE TRAIL W/ CARRIAGE STEPS

5' WIDE CONCRETE TRAIL

2' WIDE SINGLE TRACK BIKE/NATURAL TRAIL

NOTE: ALL OTHER WALKS ALONG LOCAL AND COLLECTOR ROADS ARE 5' IN WIDTH. SEE
ENGINEERING PLANS FOR DETAILS. 5' CONNECTOR TRAILS CONNECT TO 5' LOCAL WALK
ONLY.



■ Prepared For ■

E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



pcs group inc. www.pcsgroupco.com
#3, 8-180 Independence plaza
1007 16th street, denver co 80265
t 303.531.4905 f 303.531.4908

■ Engineering ■



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ANTHOLOGY-SEGMENTS 1B & 1C
PARKER, COLORADO

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■ Sheet Name ■
TRAILS MASTER
PLAN

■ Sheet Number ■

L1.0

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS						
Neighborhood-Serving Park	D 1	F 2	L 3	H 4		
Category 1 - Gathering Spaces & Self-directed Group Activities						
Pick 1					# of Additional Amenities	
Gardens						
Arboreta/decorative garden, irrigated			●			
Community garden/raised garden, irrigated						
Gathering and Social Space						
Amphitheater						
Festival/event space						
Outdoor nature classroom						
Outdoor performance space/stage						
Programmable space (indoor or outdoor)	●	●	●	●		
Seating and tables	■	■	■	■	+12	
Shelter, small (5-10 users)	■	■	■	■		
Shelter, medium (11-30 users)						
Shelter, large (31-100 users)						
Shelter, pavilion (more than 100 users)						
Interpretive and Placemaking						
Interactive, functional, or visual art						
Interpretive signage or elements						
Site design theme						
Outdoor Specialized						
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)			●			
Bike park, skills area, or pump track						
Climbing spire or wall	●	●				
Disc golf course						
Dog off-leash area (fenced)						
Horseshoe pit			●		+1	
Skate park						
Category 2 - Active Uses						
Pick 2, but only 1 may be from Paths, Trails.						
Paths, Trails, and Trailheads						
Greenway connection or trailhead	●	●		●		
Hard-surfaced multi-use trail						
Internal access pathway	■	■	■	■		
Loop path (with mileage markers)						
Soft-surface jogging/hiking trail			●			
Soft-surface equestrian or bike trail						
Play Space and Equipment						
Climbing structure or boulders	●	●	●	●	+3	

■ =Required Amenity
● =Additional Items/Compatible/May be Compatible

* 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.

** WE ARE REQUIRED TO HAVE 1 COURT. CREDIT TOWARDS THE 1 PER ACRE FOR THE ADDITIONAL PICKLE BALL COURT AND 2 BOCCÉ COURTS.

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS						
Neighborhood-Serving Park	D 1	F 2	L 3	H 4	# of Additional Amenities	
Nature play features	●	●		●	+3	
Open turf play area	■	■	■	■		
Playground, small-scale	●	●	●	●		
Play area, large destination-scale						
Thematic play features	●	●	●	●		
Universal and inclusive play elements	■	■	■	■	+1	
Zip line						
Sports and Fitness						
Artificial turf field, multi-purpose						
Ball field (baseball, softball, or multi-use)						
Field with lighting						
Outdoor fitness equipment						
Specialty sport field or stadium						
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	●	●				
Tournament sports court or multi-court complex						
Category 3- Support Amenities						
Pick 1 per acre						
Support Amenities						
Barbecues, single or dual with ash disposal	●	●	●	●	+10	
Bike rack and repair station	●	●	●	●	+4	
Dog waste station	■	■	■	■		
Drinking fountain						
Parking, off-street						
Parking, on street	●	●	●	●		
Restroom, portable (screened)						
Restroom, permanent (full or vault)						
Signage (identification)	■	■	■	■		
Trash receptacles	■	■	■	■	+4	
Category 4 - Specialized Facilities						
Optional						
Aquatics and Water Access						
Splash pad or water play feature						
Swimming pool						
Indoor Facilities						
Activity building/clubhouse						
Environmental education center						
Recreation center or fieldhouse						

small zipline element at Park L

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS					
Neighborhood-Serving Park	D	F	L	H	
Required 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.	■	■	■	■	
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.	■	■	■	■	
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.	■	■	■	■	
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.	■	■	■	■	

■ =Required Amenity
=Additional Items/Compatible/May be Compatible

* 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.
** WE ARE REQUIRED TO HAVE 1 COURT. CREDIT TOWARDS THE 1 PER ACRE FOR THE ADDITIONAL PICKLE BALL COURT AND 2 BOCCÉ COURTS.

■ Prepared For ■

E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



pcs group inc. www.pcsgroupco.com
#3, 8-180 Independence plaza
1007 16th street, denver co 80265
1 303.531.4905, 1 303.531.4908

■ Engineering ■



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ANTHOLOGY-SEGMENTS 1B &1C
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

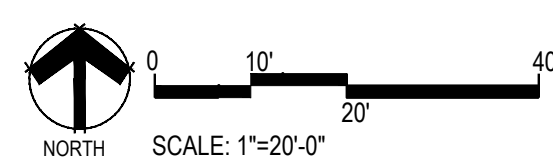
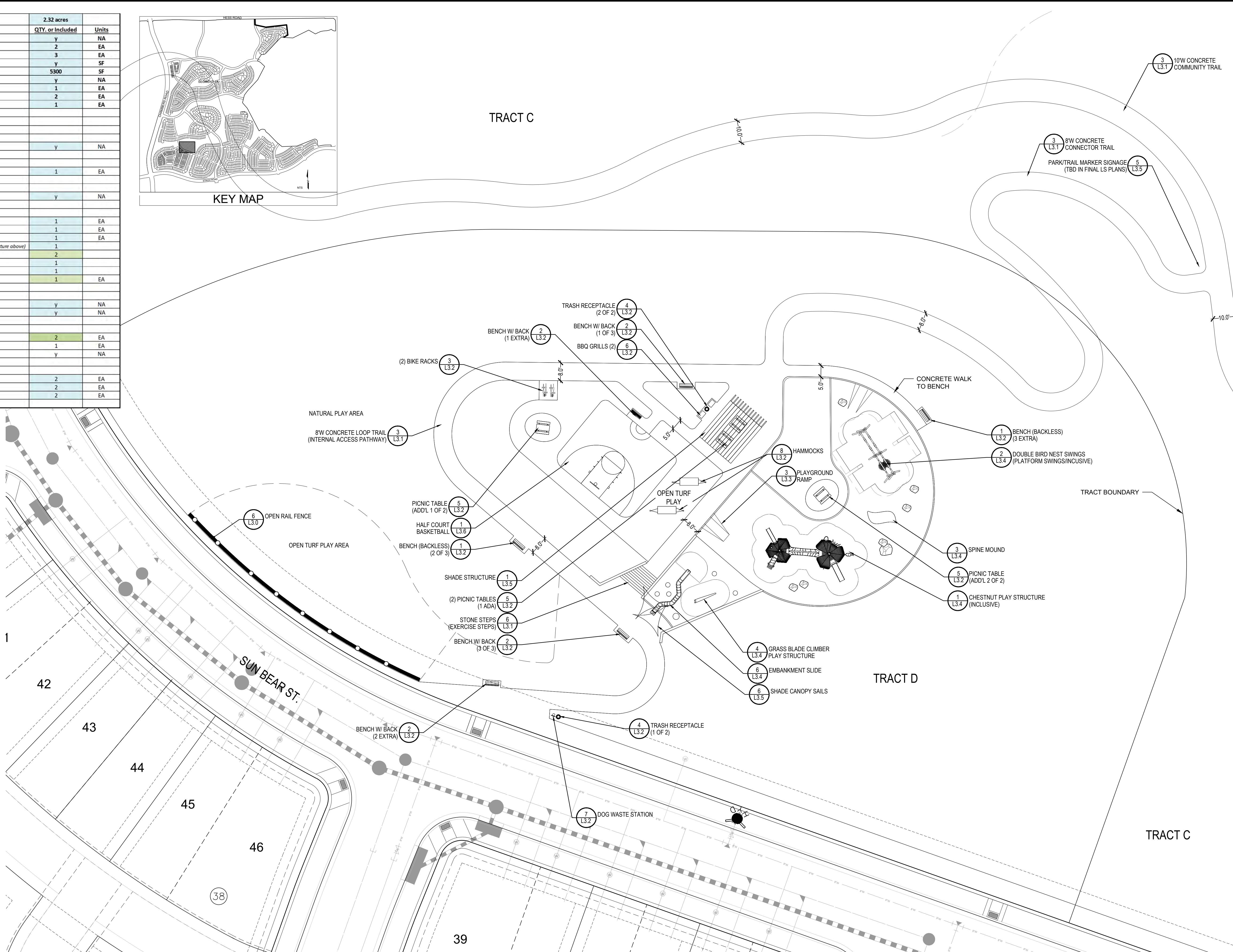
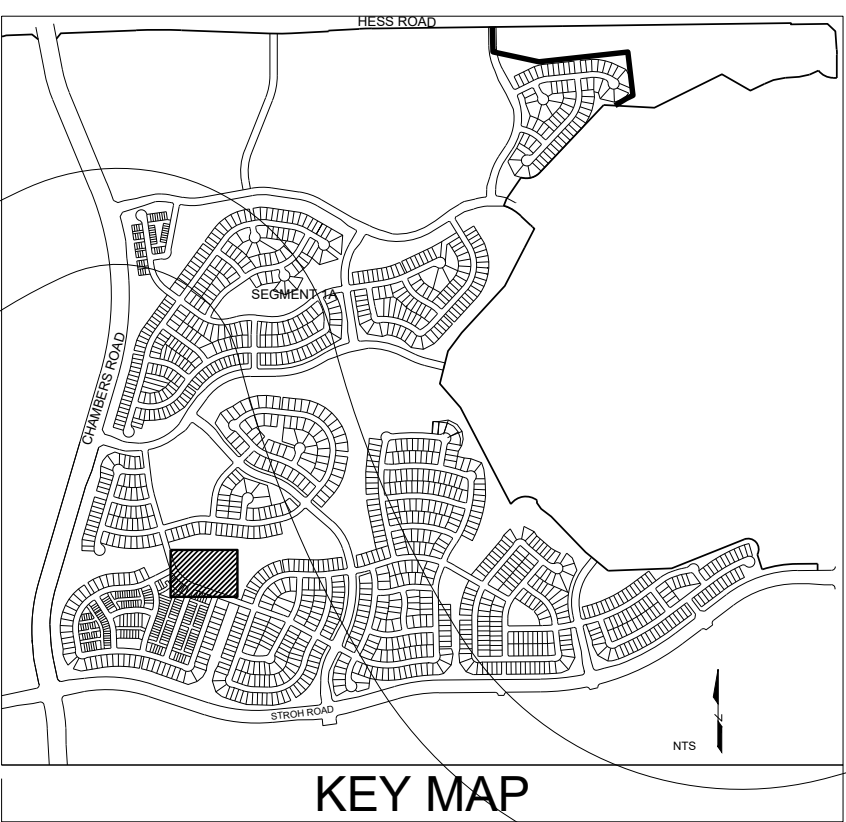
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PARK AMENITY
REQUIREMENTS

■ Sheet Number ■

L2.0

Park 1 Tract D in Preliminary Plans - 2.32 acres		
REQUIRED PARK ELEMENTS	QTY. or Included	Units
Landscaping for Impervious Areas	Y	NA
Tables	2	EA
Benches	3	EA
Internal access Pathway	Y	SF
Open Turf Play Area (Min. 25' Wide)	5300	SF
Universal & Inclusive Play Elements	Y	NA
Dog Waste Stations	1	EA
Trash Receptacle	2	EA
Small Shade Shelter	1	EA
ADDITIONAL COMPATIBLE ITEMS		
GATHERING/SOCIAL SPACES		
Gathering & Social Space		
Programmable Space	Y	NA
OUTDOOR SPECIALIZED		
Climbing Spire or Wall	1	EA
PATHS, TRAILS, & TRAILHEADS		
Greenway connection or Trailhead	Y	NA
Play Space & Equipment		
Climbing Structure or Boulders	1	EA
Nature Play Features	1	EA
Playground, Small Scale	1	EA
(1) Multi-Level Play Structure (Counts as Climbing structure above)	1	
(2) Platform Swing (Bird Nest Swings)	2	
(1) Slide	1	
(1) Grass Blade Climber	1	
(1) Spine Mound Climber	1	EA
Sports & Fitness		
Sport Court (Half Court Basketball)	Y	NA
Exercise Steps	Y	NA
SUPPORT AMENITIES		
Barbeques	2	EA
Park Signage(R)	1	EA
On Street Parking (C)	Y	NA
OTHER ELEMENTS		
2 Additional Picnic Areas	2	EA
Swinging Hammocks (C)	2	EA
Shade Canopy Sails	2	EA



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ANTHOLOGY-SEGMENTS 1B & 1C
PARKER, COLORADO

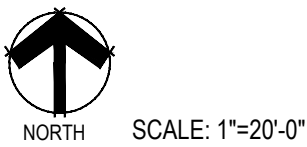
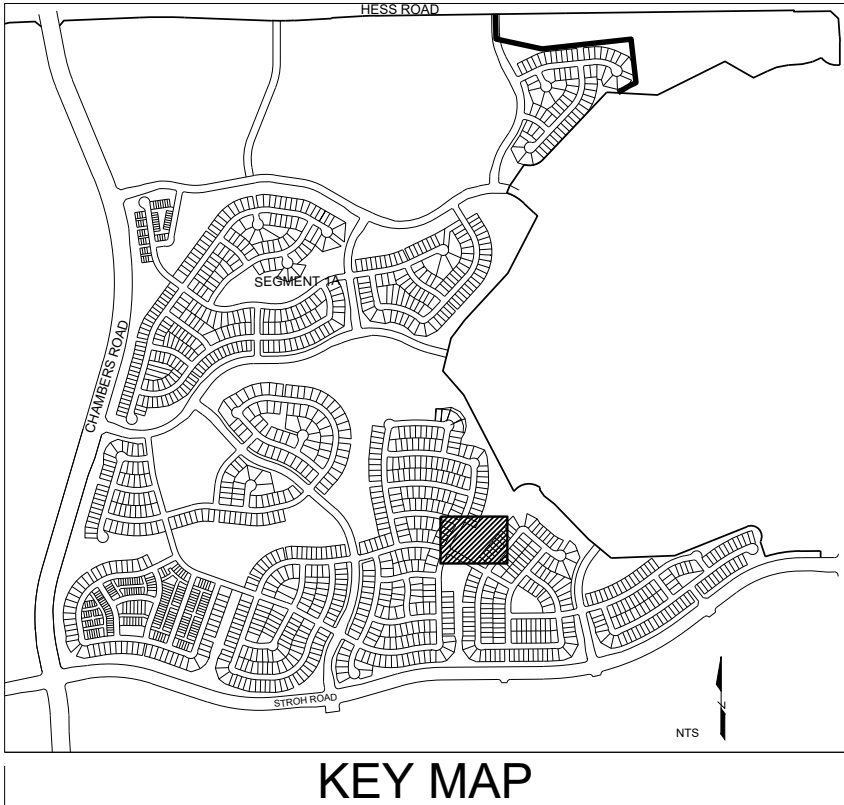
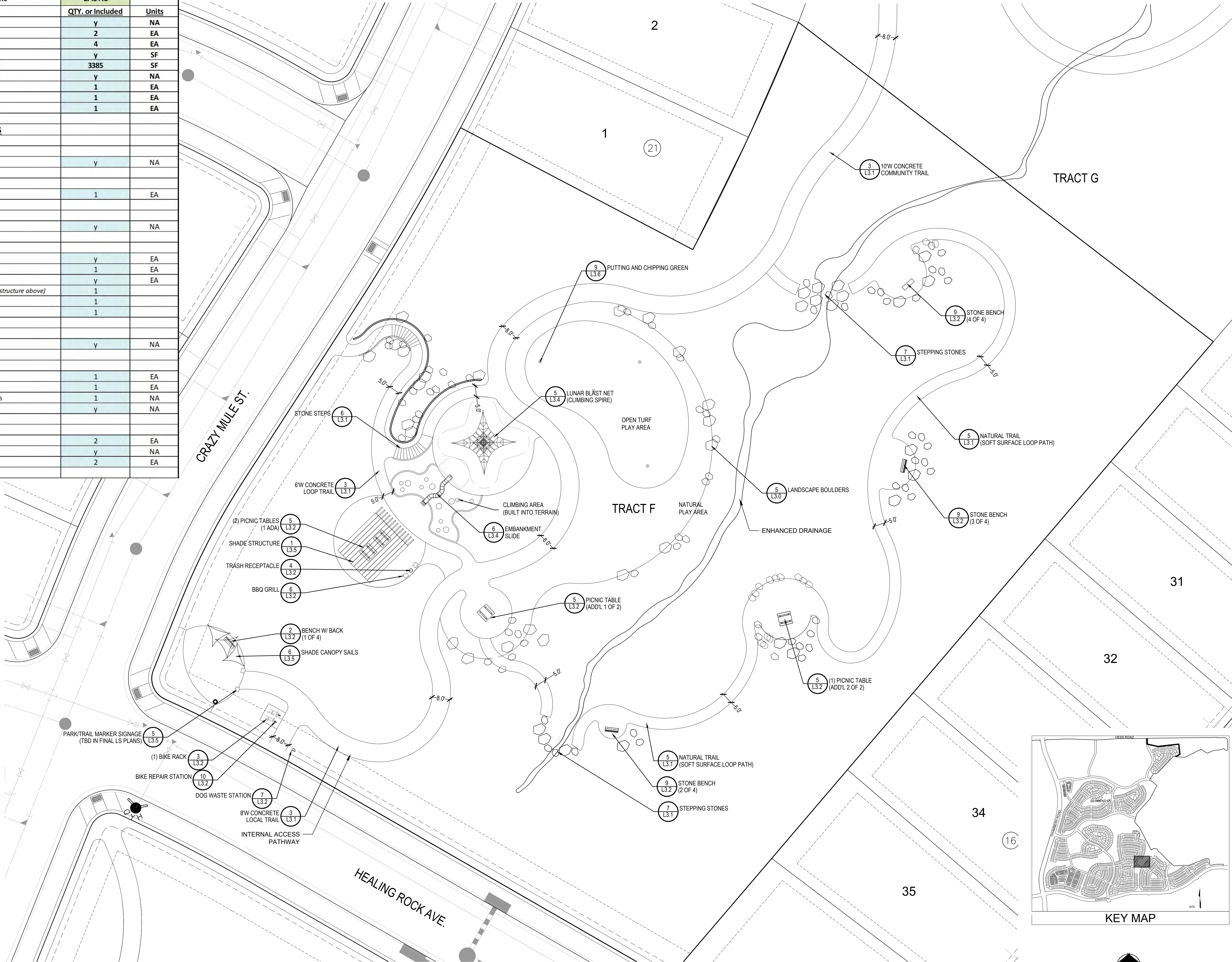
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■ Sheet Name ■
PARK #1
TRACT D
AMENITIES PLAN

■ Sheet Number ■
L2.1

Park 2 Tract F in Preliminary Plans		2.43 AC	
REQUIRED PARK ELEMENTS			
Landscaping for Impervious Areas	y	NA	
Tables	2	EA	
Benches	4	EA	
Internal access Pathway	y	SF	
Open Turf Play Area (Min. 25' Wide)	3385	SF	
Universal & Inclusive Play Elements	y	NA	
Dog Waste Stations	1	EA	
Trash Receptacle	1	EA	
Small Shade Shelter	1	EA	
ADDITIONAL COMPATIBLE ITEMS			
GATHERING/SOCIAL SPACES			
Gathering & Social Space			
Programmable Space	y	NA	
OUTDOOR SPECIALIZED			
Climbing Spire or Wall	1	EA	
PATHS, TRAILS, & TRAILHEADS			
Greenway connection or Trailhead	y	NA	
Play Space & Equipment			
Climbing Structure or Boulders	y	EA	
Nature Play Features	1	EA	
Playground, Small Scale	y	EA	
(1) Climbing net (Counts as climbing structure above)	1		
(1) Slide	1		
(1) Embankment Climber	1		
Sports & Fitness			
Sport Court (Putting Green)	y	NA	
SUPPORT AMENITIES			
Barbeques	1	EA	
Park Signage(R)	1	EA	
1 Bike Rack and 1 Bike Repair Station	1	NA	
On Street Parking (C)	y	NA	
OTHER ELEMENTS			
Additional Picnic Areas	2	EA	
Natural Path and stepping stones	y	NA	
Shade Canopy Sails	2	EA	



ANTHOLOGY-SEGMENTS 1B &1C
PARKER, COLORADO
PRELIMINARY LANDSCAPE PLANS

■ Prepared For ■
E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

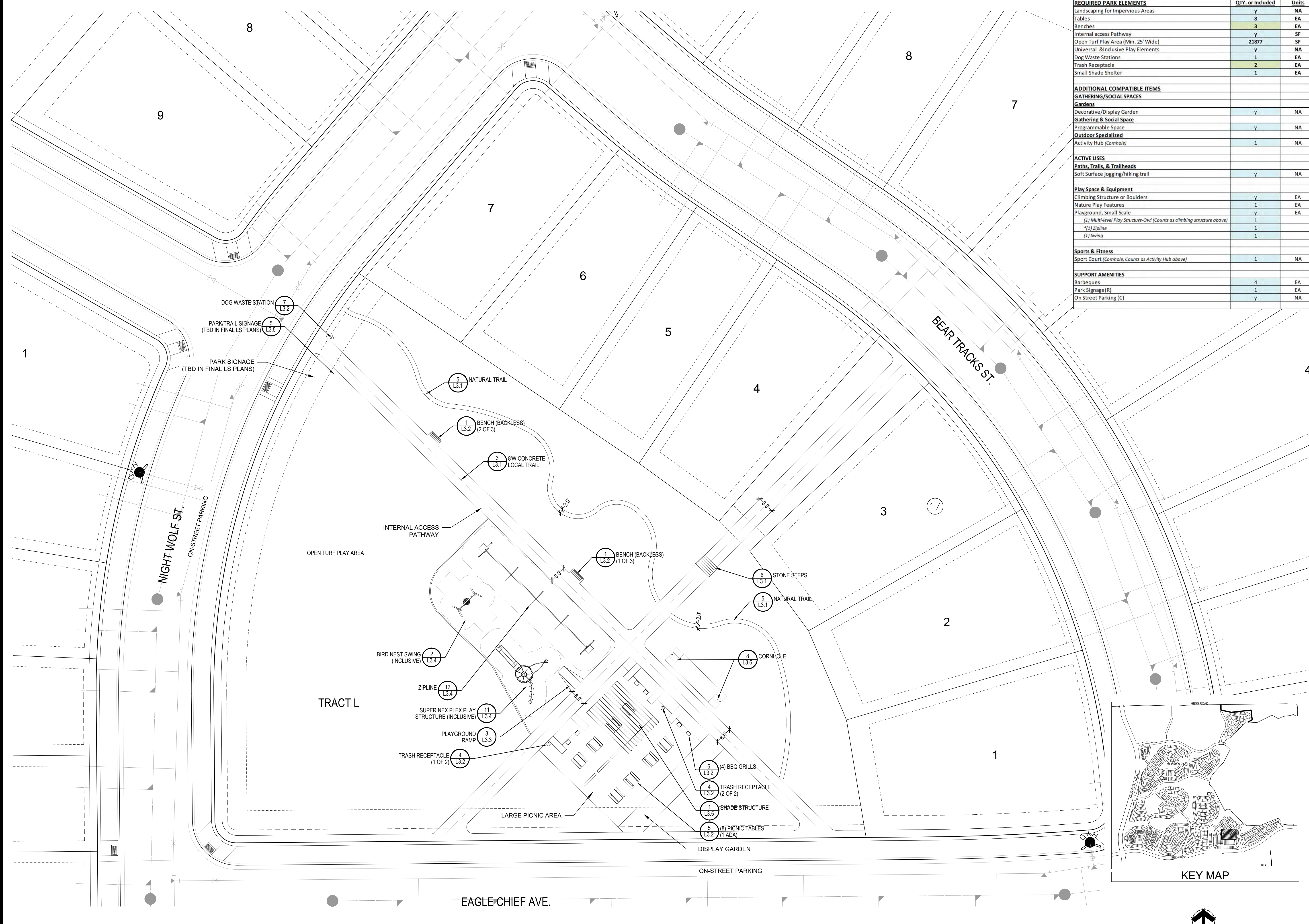
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■ Engineering ■
CVL
CONSULTANTS
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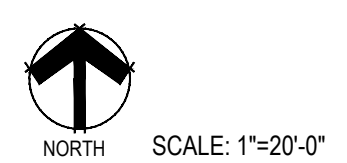
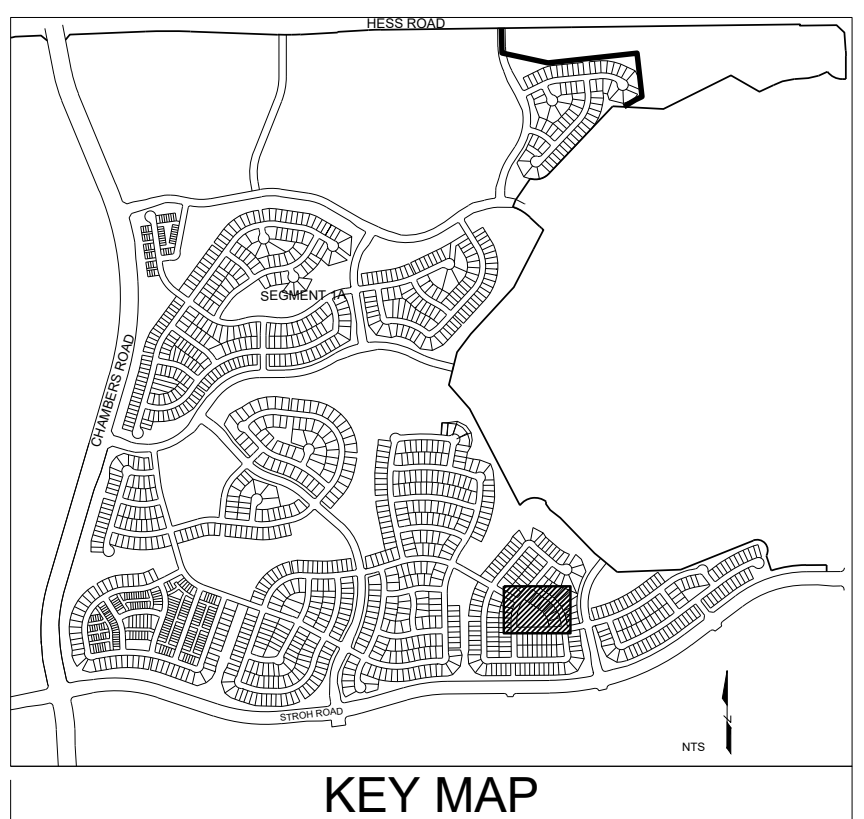
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PARK #2
TRACT F
AMENITY PLAN

■ Sheet Number ■
L2.2



Park 3 Tract L in Preliminary Plans		1.35 AC	
REQUIRED PARK ELEMENTS		QTY. or Included	Units
Landscaping for Impervious Areas		Y	NA
Tables		8	EA
Benches		3	EA
Internal access Pathway		Y	SF
Open Turf Play Area (Min. 25' Wide)		21877	SF
Universal & Inclusive Play Elements		Y	NA
Dog Waste Stations		1	EA
Trash Receptacle		2	EA
Small Shade Shelter		1	EA
ADDITIONAL COMPATIBLE ITEMS			
GATHERING/SOCIAL SPACES			
Gardens			
Decorative/Display Garden		Y	NA
Gathering & Social Space			
Programmable Space		Y	NA
Outdoor Specialized			
Activity Hub (Cornhole)		1	NA
ACTIVE USES			
Paths, Trails, & Trailheads			
Soft Surface jogging/hiking trail		Y	NA
Play Space & Equipment			
Climbing Structure or Boulders		Y	EA
Nature Play Features		1	EA
Playground, Small Scale		Y	EA
(1) Multi-level Play Structure-Owl (Counts as climbing structure above)		1	
*(1) Zipline		1	
(1) Swing		1	
Sports & Fitness			
Sport Court (Cornhole, Counts as Activity Hub above)		1	NA
SUPPORT AMENITIES			
Barbeques		4	EA
Park Signage(R)		1	EA
On Street Parking (C)		Y	NA



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ANTHOLOGY-SEGMENTS 1B & 1C
PARKER, COLORADO

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PARK #3
TRACT L
AMENITY PLAN

■ Sheet Number ■
L2.3



ANITHOLOGY-SEGMENT IS IB & IC
PARKER, COLORADO

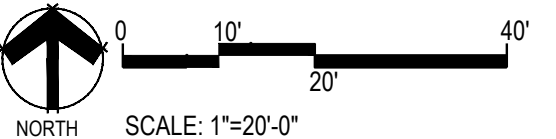
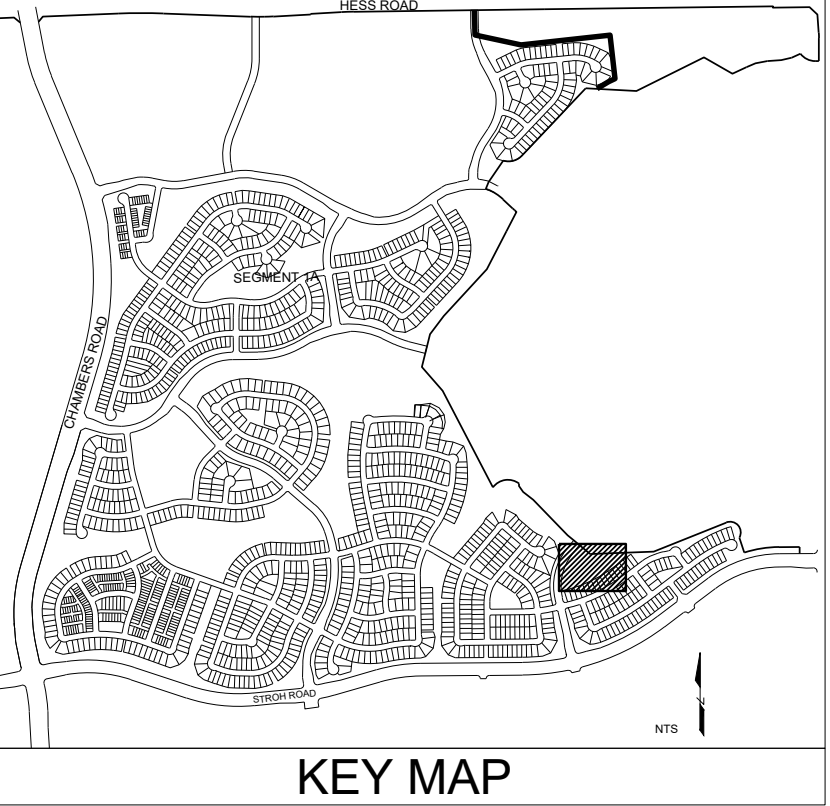
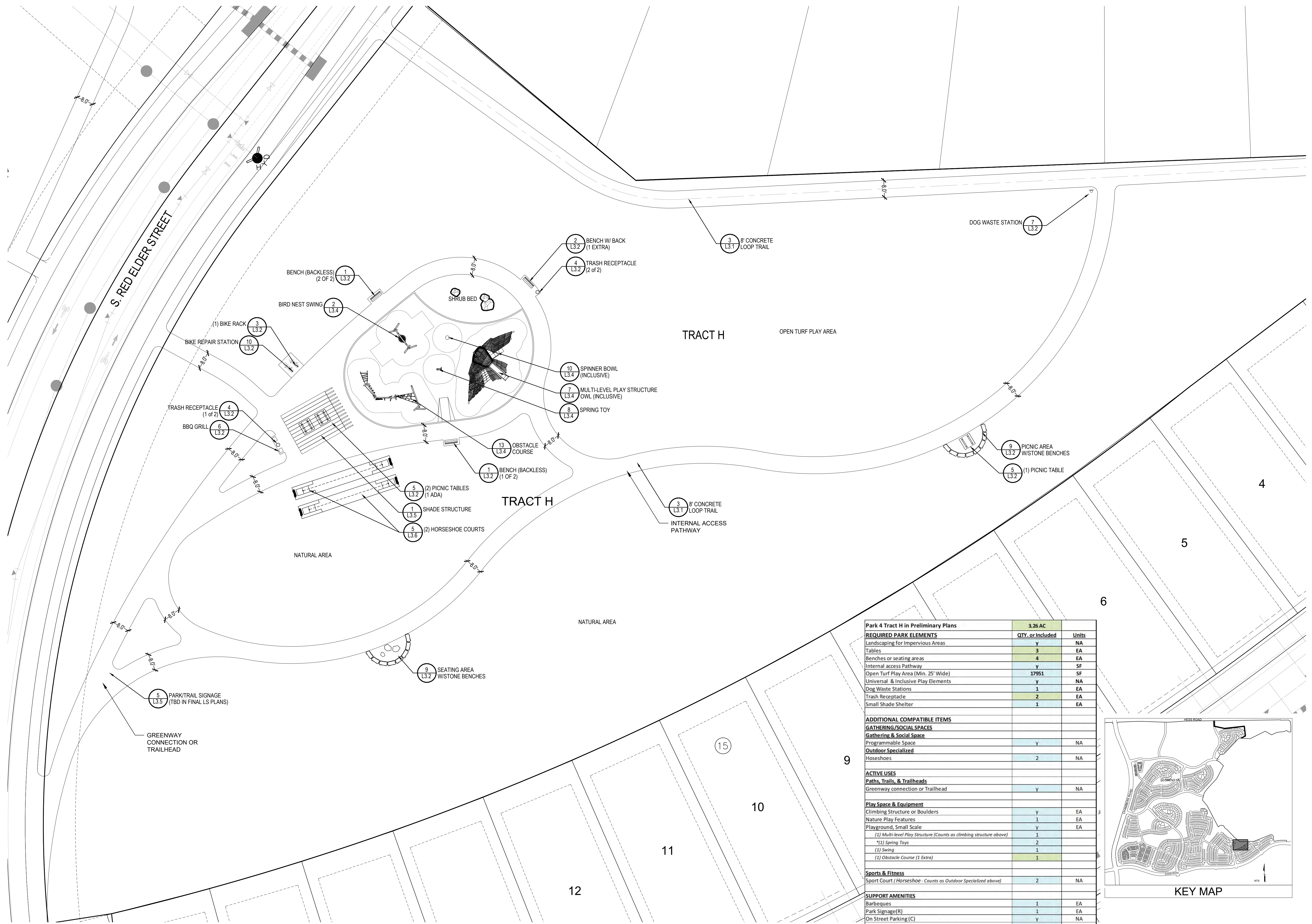
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Sheet Name ■
PARK #4
TRACT H
MINORITY PLAN

Sheet Number ■

2.4





Planning Commission Staff Report

Planning Commission Date: 2/10/2022

Town Council Date: 3/7/2022

Hearing Type: Public Hearing
ANTHOLOGY NORTH –Preliminary Plan Segment 1B and 1C
TRAKiT No(s): SUB20-030

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 proposing a Preliminary Plan with 1038 residential lots, 9.35 acres of parkland and reserving 60.5 acres of open space.

Staff Recommendation: Approval

RECOMMENDED MOTIONS

"I move the Planning Commission recommend Town Council approve the requested Anthology North Preliminary Plan for Segment 1B and 1C, subject to the following conditions:"

- 1. The remining comments provided by AzTec Consulting Inc. on January 14, 2022 be addressed with each associated final plat.*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the requested Anthology North Preliminary Plan for Segment 1B and 1C."

"I move the Planning Commission recommend Town Council deny the requested Anthology Preliminary Plan for Segment 1B and 1C 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 Preliminary Plan for Segment 1B and 1C to a future date."

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 north of Looking Glass (currently under development), south of Douglas 234 residential and commercial development, and west of the existing Anthology residential development.

The applicant, PCS Group, is requesting the approval of the Preliminary Plan for Segment 1B and 1C of the Anthology North development.

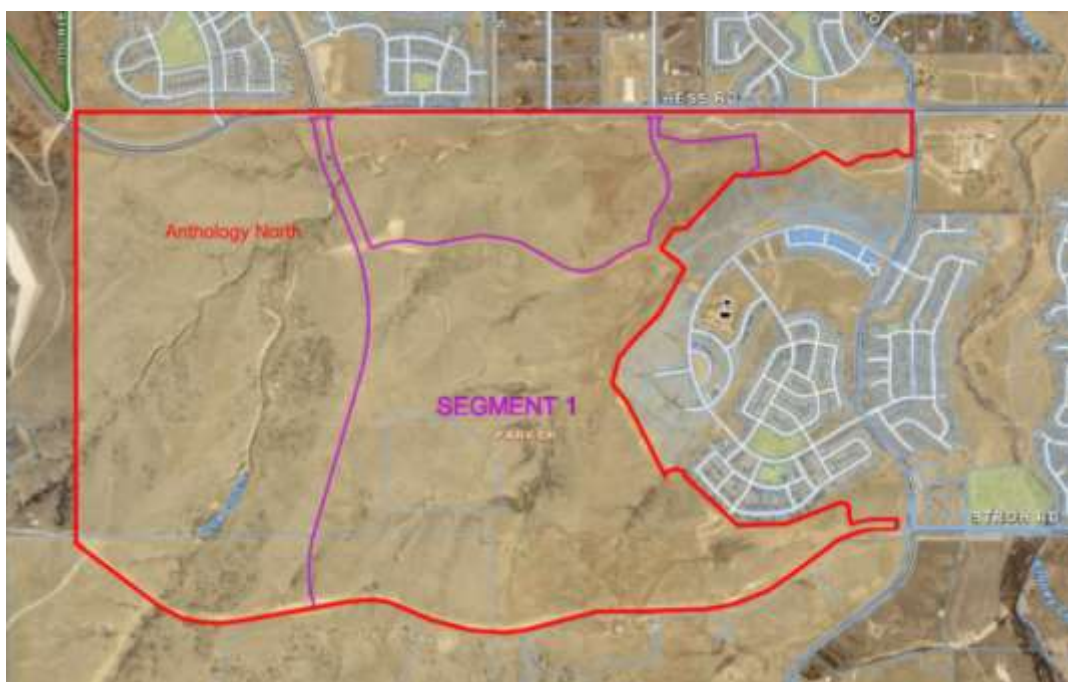
The Sketch Plan application for all of Segment 1 is for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space has been previously approved by Town Council on August 2, 2021.

The Preliminary Plan application for Segment 1B and 1C is for 860 single family residential lots, 72 townhome residential lots, 106 duplex residential lots, 60.5 acres of open space and 9.35 acres of park space.

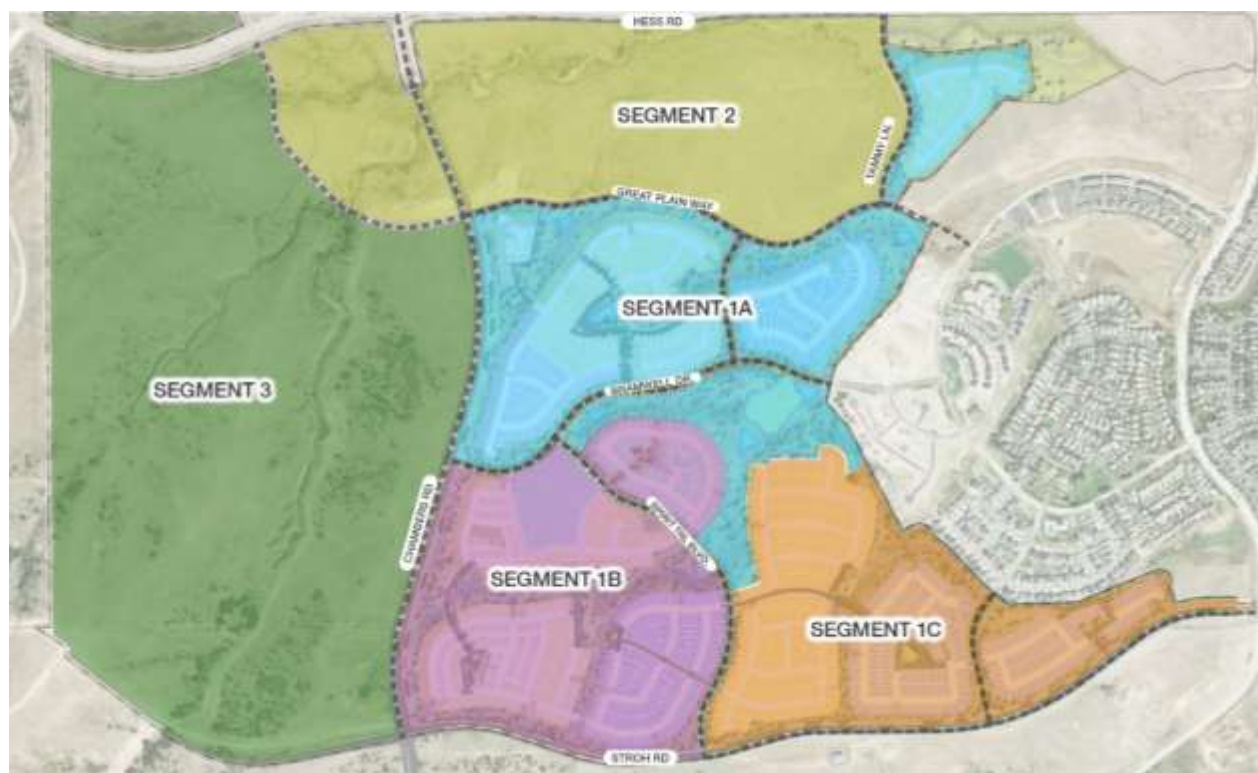
The approval of the preliminary plans does not formally create the lots and associated improvements. Instead, the approval of the applications will allow for the applicant to execute final plats consistent with the Sketch and Preliminary Plans. The Final Plats will create the lots and require construction of the associated improvements.

On May 23, 2019, the Town Council approved a Partial Waiver Resolution allowing for the development of the large Anthology North property in smaller segments and defers certain requirements for outlying segments until a future submittal. Per the approved Partial Waiver Resolution Amendment, no final plat approvals may be granted until the Preliminary Plan for Segments 1B and 1C have been approved by Town Council. The request for the approval of the Preliminary Plan for Segment 1B and 1C is consistent with the Partial Waiver Resolution.

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 Stroh 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.
2020	Town Council approved 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 the Partial Waiver Resolution requirements for Planning Area 15 and the Parks, Trails, and Open Space Master Plan.
2021	Town Council approved a Sketch Plan for Anthology North Segment 1 for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space. In addition, Town Council approved a Preliminary Plan for Anthology North Segment 1A (a portion of Segment 1) for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space.

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	278.9 acres
Subdivision	Anthology North
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/Looking Glass)_
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

I. 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 Sketch and Preliminary Plans will facilitate the development of single-family attached and detached homes in accordance with the medium density residential designation and does not conflict with the Master Plan.

II. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Preliminary Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Setbacks are established in the Hess Ranch PD and are based on the type of residential unit that is proposed in each Planning Area.	Building setbacks will be reviewed at the time of building permit submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	A maximum of 3,305 units are allowed in the entire Anthology North development per the zoning.	The proposal is for 860 single-family detached residential units, 72 townhome units and 106 duplex units. The subject property is undeveloped and currently has no units on the property. The 1,038 total units does not exceed the number permitted by zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Building heights are based on the type of development that is proposed in each Planning Area within the Hess Ranch PD.	Building heights will be reviewed at the time of the residential design matrix submittal and at the time of building permit review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	The minimum lot size for single-family detached homes is 3,500 square feet and 1,200 square feet for duplex and townhomes in the Planning Areas proposed for development.	The proposed lot sizes range from 4,000 to 6,900 square feet for single family and 1,320 to 4,000 square feet for townhomes and duplexes, which complies with the zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan for Segment 1A. Staff has reviewed these documents and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050	Staff has reviewed the proposed community park within the sketch and preliminary plans for compliance. This review will be evaluated in greater detail during the Final Plat.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Parks: 24.09 acres Open Space: 54.73 acres	Parks: Excess park acreage in 1A – 25.91 acres 9.35 acres in Segment 1B and 1C Open Space: 60.5 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Preliminary Plan application for Segment 1B and 1C is for 860 single family residential lots, 72 townhome residential lots, 106 duplex residential lots, 60.5 acres of open space and 9.35 acres of park space. The applicant has demonstrated compliance as detailed above.		

III. 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, a series of new collector roads and extensions of existing collector roads (Spirit Trail Boulevard, Bramwell Boulevard, Great Plain Way, and Tammy Lane) will be constructed to support connections through the community and between arterial roads. 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.

IV. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
AzTec Consultants	All remaining comments need to be addressed at final plat.
Town of Parker Building	No comments
Town of Parker Comprehensive Planning	The proposed Preliminary Plan does not conflict with the Parker 2035 Master Plan.
CenturyLink	No comments
Douglas County Planning	No comments
Douglas County Schools	Approved
Fire Life Safety	Approved
CORE	Approved
Town of Parker Engineering	Approved
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	No comments
Public Service Company of Colorado	No comments.

V. CONCLUSION

The applicant, PCS Group, is requesting the approval of the Preliminary Plan for Segment 1B and 1C of the Anthology North development. The Preliminary Plan application for Segment 1B and 1C is for 860 single family residential lots, 72 townhome residential lots, 106 duplex residential lots, 60.5 acres of open space and 9.35 acres of park space.

This proposal is consistent with the *Parker 2035 Master Plan* and the Preliminary Plan has demonstrated compliance with the zoning and applicable approval criteria. Therefore, staff is recommending that the Planning Commission recommend Town Council approve the Anthology North Segment 1B and 1C Preliminary Plan.

VI. RECOMMENDED CONDITIONS

1. The remaining comments provided by AzTec Consulting Inc. on January 14, 2022 be addressed with each associated final plat.

VII. ATTACHMENTS

1. Project Narrative
2. Preliminary Plan – Segment 1B and 1C
3. Landscape Plans – Segment 1B and 1C
4. Neighborhood Meeting Response Memo

Report Approved By: Bryce Matthews, Planning Manager



JANUARY 21, 2022

BrieAnna Simon, Associate Planner – Development Review
20120 E. Mainstreet Parker, CO 80138-7335
303.805.3338
www.parkeronline.org

Re: TANTERRA SEGMENT B&C NBHD MEETING MEMO

Please accept this memo as confirmation that during the Neighborhood Meeting that took place on January 19, 2022, PCS Group committed to the neighbors in attendance that as we move from our Preliminary Landscape Plans to our Final Landscape Plans we will evaluate incorporating landscape screening/evergreen vegetation between the proposed trail and the existing homes to the greatest extent possible.

Sincerely,

President, RLA – PCS Group, Inc.



Request for Town Council Action

Date: March 7, 2022

Submitted By: Stacey Nerger, Senior Planner
Alex Mestdagh, Engineering Service Manager
John Fussa, Community Development Director
Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **CHAMBERS HIGHPOINT AND COMPARK** (*Continued from February 22, 2022*)

Applicant: Jeff Robinson, Compark 190, LLC

Location: Southwest corner of Chambers Road and E-470

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB19-048

EXECUTIVE SUMMARY

The applicant, Compark 190, L.L.C., is proposing a Minor Development Plat (MDP) to subdivide property located at the southwestern corner of the intersection of E-470 and Chambers Road into three (3) lots, six (6) tracts and the future Belford Avenue right-of-way. The applicant also requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the MDP. Related, the property owner for the adjacent Compark Village South Planned Development is proposing to amend the Compark Village South Filing No. 1 Subdivision Improvement Agreement to formalize the shared obligations between the two (2) developments.

The Town Council, in reviewing this request, shall consider the following factors:

1. **Consistency with Master Plan:** The proposed subdivision is consistent with the goals and policies of the Town of Parker Master Plan and the General Land Use Plan in the Master Plan.
2. **Consistency with the Land Development Ordinance and other minimum standards established by the Town:** The proposed subdivision complies with this Section and all other provisions of this Title, the Town's Stormwater Drainage and Environmental Criteria Manual and the Town of Parker Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town.
3. **Consistency with Zone District Standards or Planned Development Guide, if applicable:** The proposed subdivision complies with all of the provisions of the

applicable Zone District or Planned Development Guide.

4. **Public Notice Requirements:** The applicant has demonstrated that all public notice requirements have been met.
5. **Required Agreements:** A SIA and/or other agreements have been executed by the applicant as required by the Town Council.
6. **Public Dedications:** All applicable public dedication requirements have been satisfied.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant, Compark 190, L.L.C., is the owner of an undeveloped, 44.35 acre property located within the Chambers Highpoint Planned Development (PD) at the southwestern corner of the intersection of E-470 and Chambers Road. The subject property was annexed into the Town in June 2016 with the Chambers Highpoint PD zoning. The property is bordered to the north by E-470, to the east by Chambers Road, to the west by the Compark Village South PD and to the south by the Grandview Estates residential subdivision in unincorporated Douglas County.

The Chambers Highpoint PD zoning incorporates three (3) planning areas described below:

- Planning Area A: Multi-family residential use at a density of 20 dwelling units per acre or continuing care community for seniors;
- Planning Area B: Office/light industrial use to the northeast of Planning Area A; and
- Planning Area C: Highway commercial use adjacent to Chambers Road.

The proposed MDP will create three (3) lots and six (6) tracts to support the required infrastructure and initial superblock lots consistent with the PD zoning. Proposed Lot 1 is 11.22 acres in total size and is located within Planning Area A for multi-family residential use.

Proposed Lot 2 is 3.62 acres in total size and is located within Planning Area B for office/light industrial use. Proposed Lot 3 is 9.73 acres in total size and is located within Planning Area C for highway commercial use.

The applicant requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the proposed MDP. In addition, the property owner of the adjacent Compark Village South Planned Development proposes to amend the Compark Village South Filing No. 1 SIA to formalize the shared obligations between the two (2) developments. This results from the Annexation Agreements for the two (2) properties having several shared obligations for infrastructure that require coordination and reimbursement. The Chambers Highpoint SIA and the Compark Village South SIA Amendment are necessary to formalize the shared obligations of both development projects in accordance with the Annexation Agreements.

As referenced above, there are three (3) shared obligations between the Chambers Highpoint and Compark Village South PDs:

- The Belford Avenue bridge over Happy Canyon Creek;
- Major drainageway improvements to Happy Canyon Creek; and
- Improvements to Chambers Road.

The Annexation Agreements also state that each PD is responsible for one-half (1/2) of the cost of these improvements. The Annexation Agreements for the two (2) PDs suggest that the property owner who constructs the required improvements shall receive reimbursement for the shared obligations from the other property owner. Currently, all of the required improvements are fully secured in the Compark Village South Filing No. 1 SIA. However, some of the required improvements will be constructed by Chambers Highpoint PD property owner. The proposed SIAs will formalize how the shared infrastructure obligations are to be addressed, including reimbursement. Both property owners have come to an agreement with the division of requirements and obligations contained within the SIAs.

The proposed Compark Village South Filing No. 1 SIA Amendment proposes the following:

- Adds a requirement to reimburse Chambers Highpoint for one-half (½) the cost to design and construct the improvements to Chambers Road including the traffic signal at the Chambers Road/Belford Avenue intersection.
- Allows the Compark Village South property owner to reduce the security for required public improvements to remove the cost of the Chambers Road improvements and traffic signal because they will be secured by the Chambers Highpoint property owner.
- Allows the Compark Village South property owner to reduce the security for required public improvements to remove the cost of Belford Avenue improvements located on the Chambers Highpoint property that was originally proposed to be constructed by the Compark Village South ownership. This portion of Belford Avenue will be secured and constructed by the Chambers Highpoint property owner.
- The Compark Village South Filing No. 1 SIA will need to be amended concurrently with the approval of the Chambers Highpoint SIA in order to ensure that the required improvements are formalized in the respective SIAs and in accordance with the respective Annexation Agreements. It is important to note that the proposed amendment to the Compark Village South Filing No. 1 SIA amendment will not be recorded until the Chambers Highpoint property owner provides the required security for public improvements to the Town and records the initial MDP and SIA. This will ensure that the Town retains all required security for public improvements and is protected in the event of a project delay or disruption.

The Planning Commission held a public hearing on January 27, 2022, for the proposal and the Commission voted unanimously to recommend approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Chambers High Point Filing No. 1 MDP
3. Chambers Highpoint Filing No. 1 SIA
4. Compark Village South Filing No. 1 First Amendment to SIA
5. Planning Commission Staff Report

RECOMMENDED MOTION

1. I move to approve the Chambers High Point Filing No. 1 Minor Development Plat, based on staff findings.
2. I move to approve the Chambers High Point Filing No. 1 Subdivision Improvement Agreement, based on staff findings.
3. I move to approve the First Amendment to the Compark Village South Filing No. 1 Subdivision Improvement Agreement, based on staff findings.

Chamber High Point Filing No. 1

Minor Development Plat



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;
- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 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 **CHAMBERS HIGH POINT FILING NO. 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). 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 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 FAILS TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

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. §1 531, ET SEQ. , AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER: COMPARK 190 LLC

BY: _____ TITLE: _____

ATTEST: SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20____, BY _____ AND BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



PLAT NOTES

1. THE TOWN COUNCIL OF THE TOWN OF PARKER HEREBY ESTABLISHES THE FOLLOWING LEGISLATIVE CONDITION TO THE APPROVAL OF THIS MINOR DEVELOPMENT PLAT TO PROMOTE THE PROMPT, EFFICIENT AND COST EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE DEVELOPMENT OF THE PROPERTY AS A MULTI-FAMILY PROJECT, EXCLUDING ANY PROPERTY OWNED BY THE TOWN (THE "PROPERTY"), FOR THE PURPOSE OF ENCOURAGING AND FOSTERING THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE TOWN AND THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY DEVELOPMENTS IN THE TOWN.

2. AS A LEGISLATIVE CONDITION TO THE TOWN COUNCILS APPROVAL OF THIS MINOR DEVELOPMENT PLAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW:

3. ANY AND ALL CLAIMS (1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE PROPERTY, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY, (C) THE SUBDIVIDER, DEVELOPER OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DEMINATE ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-80-802.5, ET SEQ. , AS AMENDED ("CADARA"), AND (2) THAT PERTAINS TO ANY OF (A) THE PROPERTY, (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY OR COMMON AREA DEVELOPMENT STRUCTURE, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE PROPERTY OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

4. THE LEGISLATIVE CONDITION SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, THE PROPERTY MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, INCLUDING CLAIMS BROUGHT TO FORECLOSE LIENS FILED AS A PART OF THE CONSTRUCTION PROCESS, CLAIMS BROUGHT BY A COMMON INTEREST COMMUNITY ASSOCIATION TO RECOVER UNPAID ASSESSMENTS PAYABLE TO SUCH ASSOCIATION OR TO OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH COVENANTS, CONDITIONS AND RESTRICTIONS; PROVIDED; HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS PLAT NOTE, INCLUDING CONSTRUCTION DEFECT CLAIMS, AS MORE PARTICULARLY DEFINED BY THE CADARA, SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING.

5. FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE BE SUBMITTED TO A SINGLE ARBITRATOR WHO MUST BE, AT A MINIMUM, A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE COSTS AND EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES AND SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM.

6. ALL FUTURE PURCHASERS OF ANY INTEREST IN THE PROPERTY ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE, WHICH IS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AND IS DEEMED TO BE A COVENANT RUNNING WITH THE PROPERTY.

7. INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY WAS OBTAINED FROM TITLE COMMITMENT ORDER NUMBER ABJ07032273, PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 9, 2021 AS PROVIDED BY COMPARK 190, LLC. THIS INFORMATION DOES NOT INDICATE A TITLE SEARCH BY IMEG CORP.

8. THE LANDS PLATTED HEREON, WITHIN SECTION 5, ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AVIGATION AND HAZARD EASEMENT: "... ABOVE GRANTOR'S PROPERTY ABOVE A MEAN SEA LEVEL 5850 FEET, TO AN INFINITE HEIGHT ..." RECORDED IN BOOK 418 AT PAGE 436.

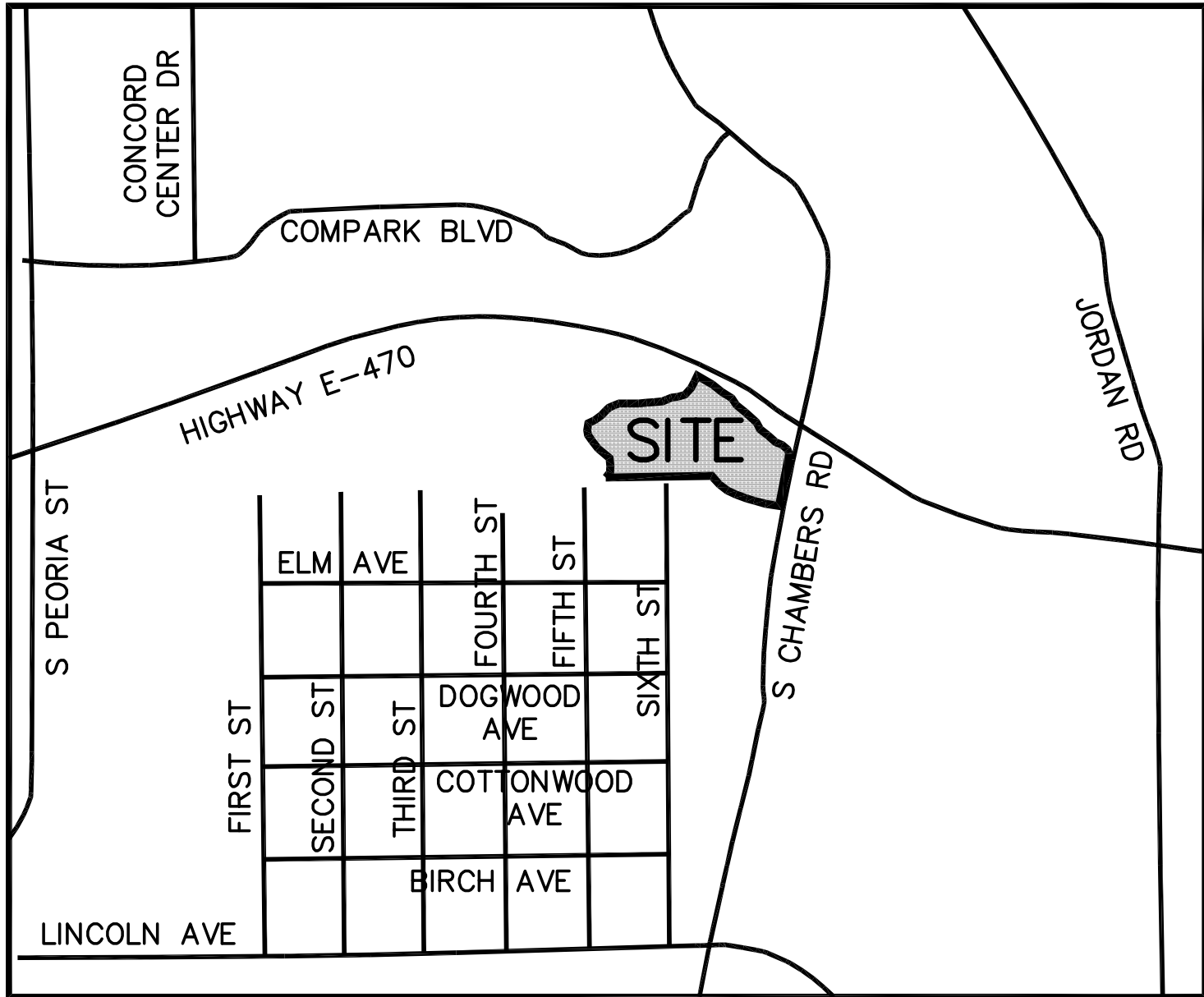
9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY'S AIRPORT INFLUENCE AREA, PER DOUGLAS COUNTY BOARD OF COMMISSIONERS RESOLUTION NO. R-82-34, RECORDED IN BOOK 440 AT PAGE 204 AND IN BOOK 465 AT PAGE 324.

10. THE LANDS PLATTED HEREON, WITHIN SECTION 8, ARE SUBJECT TO THE AVIGATION AND HAZARD EASEMENT GRANTED UNTO ARAPAHOE COUNTY PUBLIC AIRPORT, RECORDED IN BOOK 545 AT PAGE 650.

11. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR SOUTH 87°49'36" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405, TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405.

12. 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 THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT)	AREA (AC.)	PURPOSE	OWNERSHIP	MAINTENANCE
A	292,958	6.725	OPEN SPACE/COMMUNITY SEPARATION BUFFER	METRO DISTRICT	METRO DISTRICT
B	312,536	7.175	OPEN SPACE/COMMUNITY SEPARATION BUFFER & DRAINAGE	METRO DISTRICT	METRO DISTRICT
C	6,735	0.155	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
D	3,219	0.074	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
E	287	0.007	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
F	19,066	0.438	STREET RIGHT-OF-WAY	TOWN OF PARKER	TOWN OF PARKER
TOTALS	634,801 SQ. FT.	14.574 ACRES			



VICINITY MAP

SCALE 1"= 2000

PLAT NOTES (CONTINUED)

13. 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.

14. 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.

15. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

16. PROPERTIES IN THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY 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.

17. 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.

18. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT B 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.

19. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY/LOTS/TRACTS
3	EXISTING EASEMENTS
4	NEW EASEMENTS

SURVEYOR CERTIFICATION

I, MICHAEL C. CREGGER, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF CHAMBERS HIGHPOINT FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF MARCH, 2021, 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_____.

MICHAEL C. CREGGER P.L.S. #22564
FOR AND ON BEHALF OF IMEG CORPORATION



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.

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. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

TITLE VERIFICATION

WE LAND TITLE GUARANTEE 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 AS FOLLOWS:

BY: _____ TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

_____)SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____

DAY OF _____, 20____, AT _____ A.M./P.M AND WAS

RECORDED AT RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR/ENGINEER:
IMEG CORP.
7600 E. ORCHARD RD,
SUITE 250-S
GREENWOOD VILLAGE, CO 80111
(303) 792-0557

OWNER/DEVELOPER:
COMPARK 190 LLC
4800 S ULLSTER #1400
DENVER, CO 80237

REVISED: DECEMBER 21, 2021
REVISED: AUGUST 26, 2021
REVISED: MAY 25, 2021
REVISED: MARCH 11, 2021
REVISED: JANUARY 24, 2020

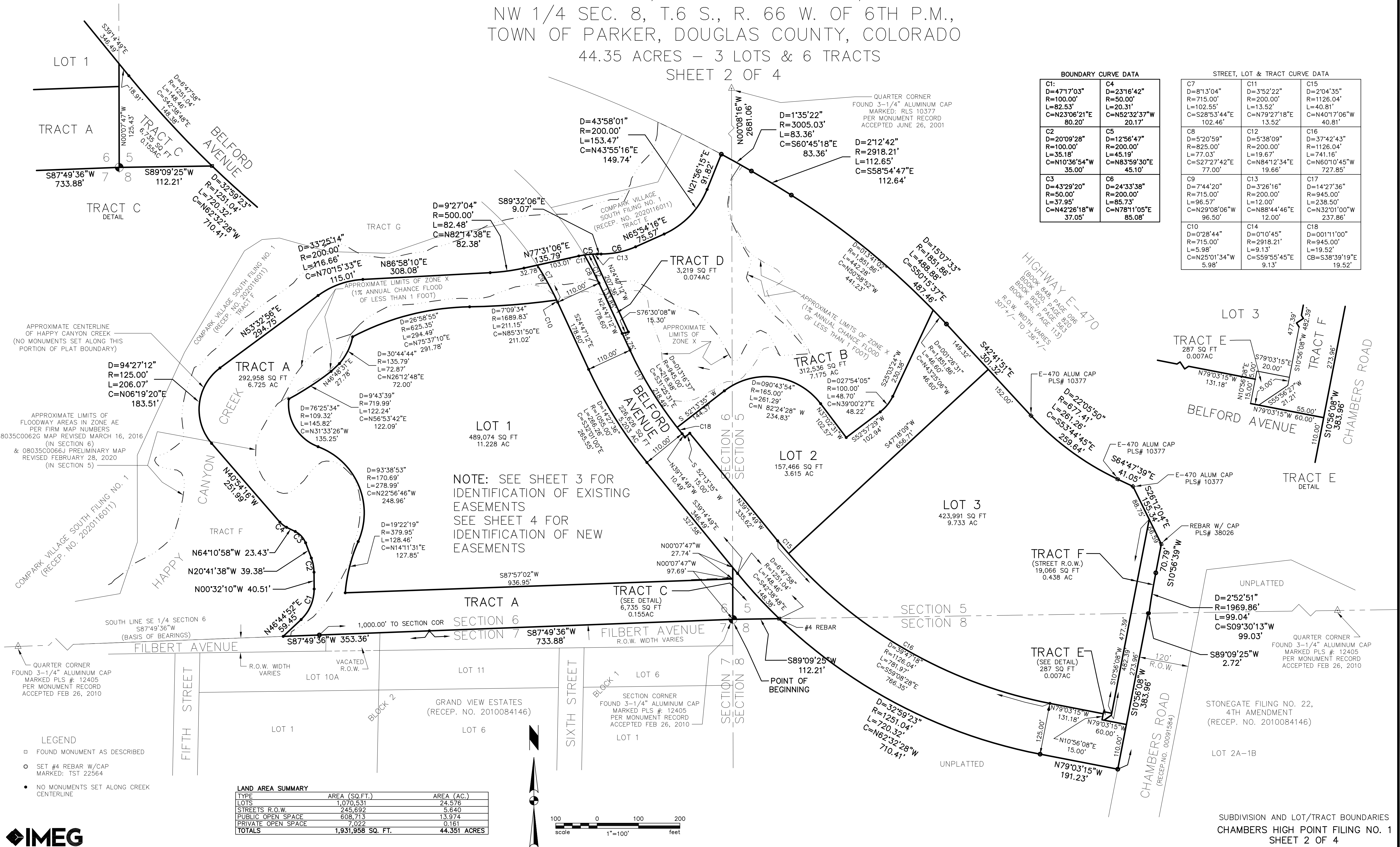
CHAMBERS HIGH POINT FILING NO. 1
SHEET 1 OF 4

CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 2 OF 4

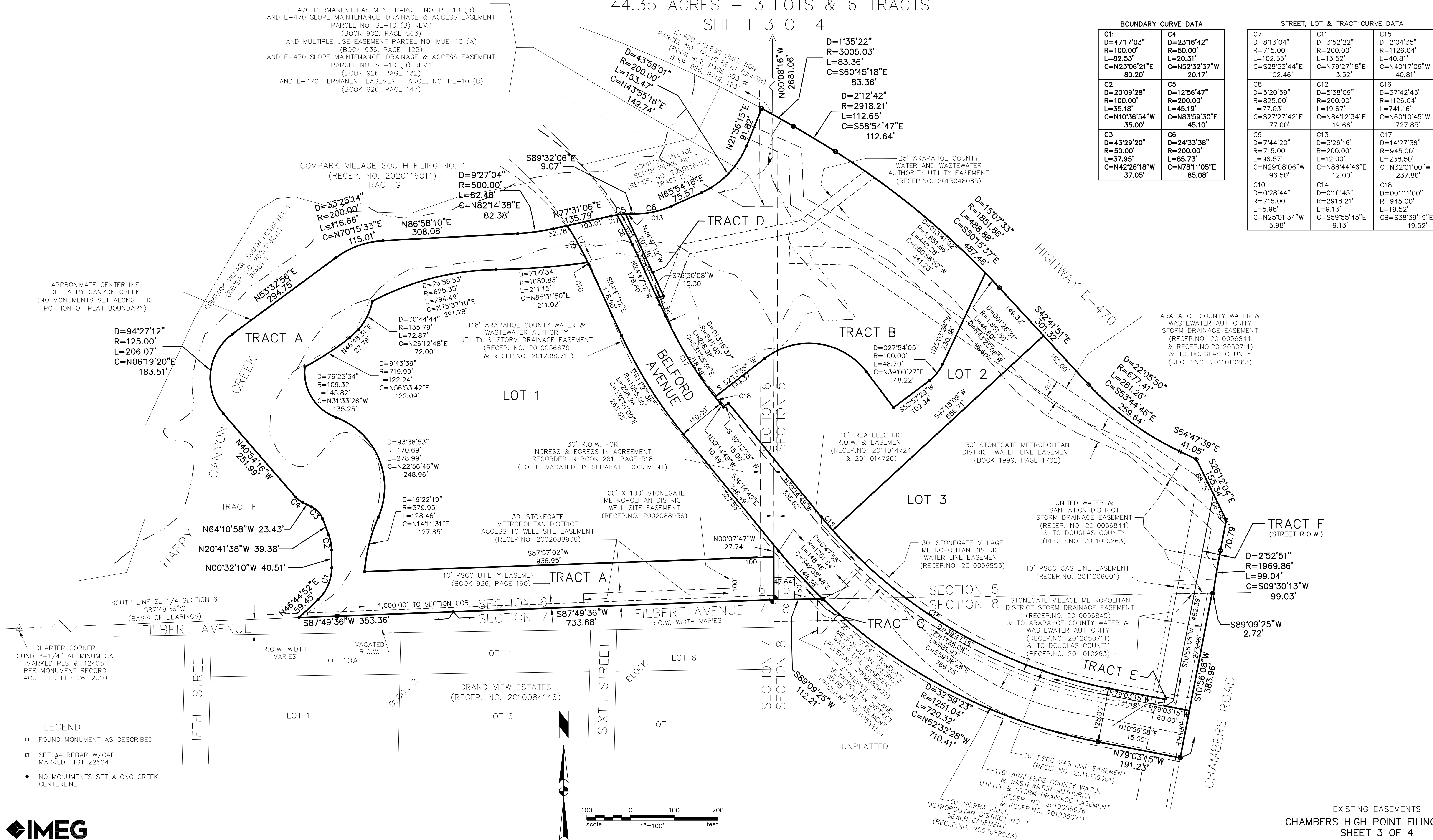


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 3 OF 4

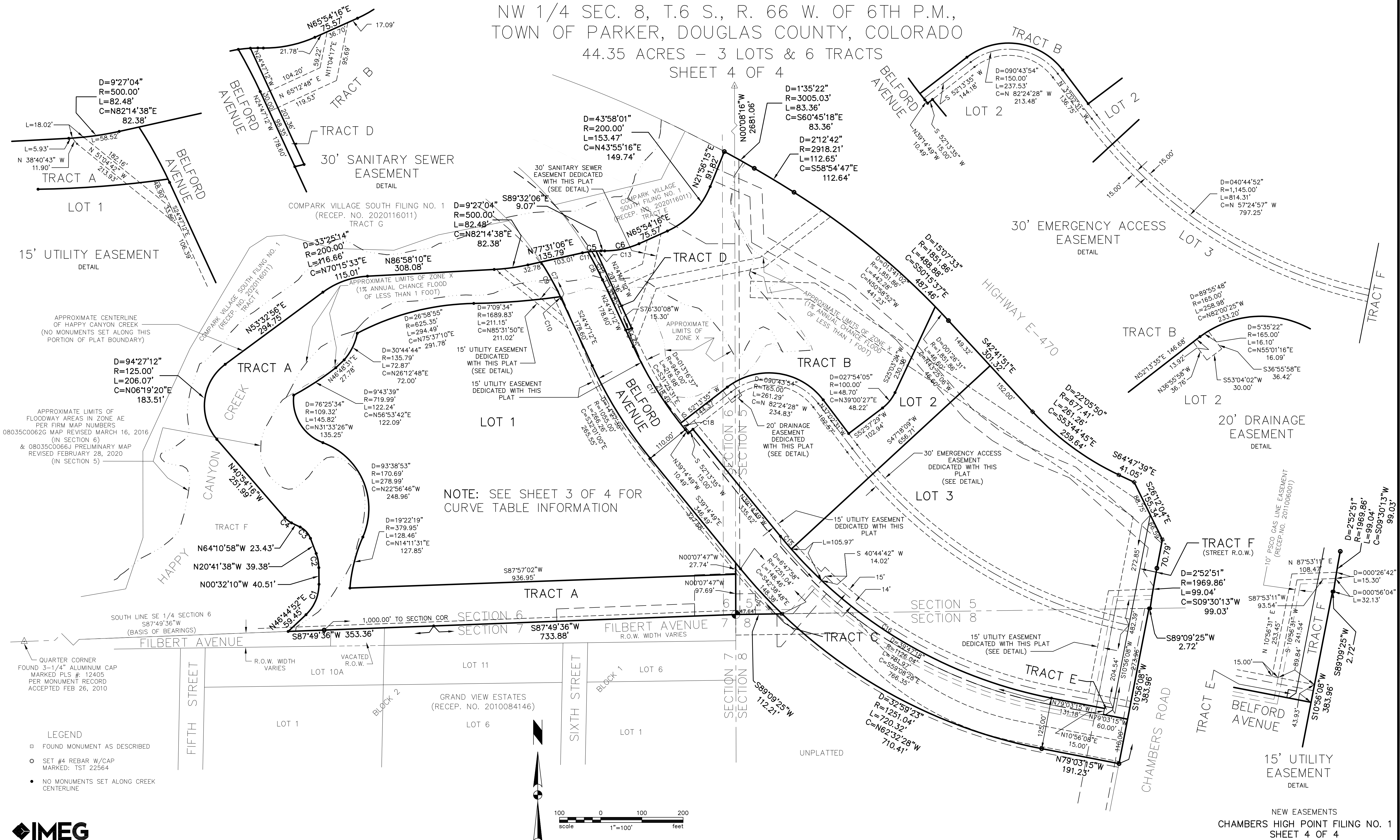


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 4 OF 4



SUBDIVISION AGREEMENT
Chambers Highpoint Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Compark 190, 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 Chamber Highpoint Filing No. 1 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 May 19, 2016, which was recorded at Reception No. 2016039967, 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 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 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 Chamber Road and Belford Avenue Medians (the "Median Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Median 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 "Median Landscape Security") of the materials cost as described in **Exhibit G**, attached and incorporated herein, and will complete the Median Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Median Landscape Security, in the exercise of its sole discretion, as the Median 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 Median Landscape Improvements.

e. At time of approval of any site plan for the Property, the Developer shall pay Eighty-Five Thousand Eight Hundred and 00/100 Dollars (\$85,800.00) 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 recording the final plat for the Property, the Developer shall pay to the Douglas County School District a School Mitigation Fee of Two Hundred Forty-Four and 00/100 Dollars (\$244.00) for each residential unit, which amount totals Fifty-Six Thousand One-Hundred Twenty and 00/100 Dollars (\$56,120.00).

g. Prior to the recordation of the final plat for the Property, the Developer shall pay to the Town Seven Hundred Fifty Thousand Four Hundred Fifty-Nine and 45/100 Dollars (\$750,459.45), which payment is fifty percent (50%) of the cost to design and construct the grade control and bank stabilization improvements to Happy Canyon Creek. Alternatively, this condition shall be considered satisfied if, prior to recordation of the final plat for the Property, Developer and the developer of Compark Village South (Compark South III LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

h. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within the E-470 tract as described in the landscape plans approved by the Town for the Property (the "E-470 Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the E-470 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 "E-470 Landscape Security") of the materials cost as described in **Exhibit H**, attached and incorporated herein, and will complete the E-470 Landscape Improvements according to the landscape plans prior to final acceptance of the Public

Improvements by the Town. The Town may reduce the E-470 Landscape Security, in the exercise of its sole discretion, as the E-470 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 E-470 Landscape Improvements.

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 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 cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer’s provision of cash to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide cash to the Town, in the manner provided herein, shall negate the Town’s approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received cash and approved the Financial Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town’s Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works’ estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Financial Guarantee

in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

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.

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: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: COMPARK 190, LLC

By: _____
_____ [Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of Compark 190, 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 Financial Guarantee
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Estimated Cost of Median Landscape Improvements
Exhibit H	Estimated Cost of E-470 Area Landscape Improvements

Exhibit A

Legal Description

Lots 1 thru 3, together with Tracts A thru F, Chambers High Point Filing No. 1, according to the recorded plat thereof, located in the Town of Parker, County of Douglas, State of Colorado, as recorded with the Douglas County Clerk and Recorder at Reception Number_____.



EXHIBIT B

CHAMBERS HIGH POINT FILING NO. 1
PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
44.35 ACRES, 3 LOTS & 6 TRACTS

SHEET 1 OF 4

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;
- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 80°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 44.35 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 **CHAMBERS HIGH POINT FILING NO. 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER 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).

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 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.

OWNER: COMPARK 190 LLC

BY: _____ TITLE: _____

ATTEST: _____
SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20____, BY _____ AND BY

_____,
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY/LOTS/TRACTS
3	EXISTING EASEMENTS
4	NEW EASEMENTS

PLAT NOTES

1. THE TOWN COUNCIL OF THE TOWN OF PARKER HEREBY ESTABLISHES THE FOLLOWING LEGISLATIVE CONDITION TO THE APPROVAL OF THIS MINOR DEVELOPMENT PLAT TO PROMOTE THE PROMPT, EFFICIENT AND COST EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE DEVELOPMENT OF THE PROPERTY AS A MULTI-FAMILY PROJECT, EXCLUDING ANY PROPERTY OWNED BY THE TOWN (THE "PROPERTY"), FOR THE PURPOSE OF ENCOURAGING AND FOSTERING THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE TOWN AND THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY DEVELOPMENTS IN THE TOWN.

2. AS A LEGISLATIVE CONDITION TO THE TOWN COUNCILS APPROVAL OF THIS MINOR DEVELOPMENT PLAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW:

3. ANY AND ALL CLAIMS (1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE PROPERTY, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY, (C) THE SUBDIVIDER, DEVELOPER OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DESIGNS ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-80-802.5, ET SEQ. , AS AMENDED ("CADARA"), AND (2) THAT PERTAINS TO ANY OF (A) THE PROPERTY, (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY OR COMMON AREA DEVELOPMENT STRUCTURE, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE PROPERTY OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

4. THE LEGISLATIVE CONDITION SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, THE PROPERTY MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, INCLUDING CLAIMS BROUGHT TO FORECLOSE LIENS FILED AS A PART OF THE CONSTRUCTION PROCESS, CLAIMS BROUGHT BY A COMMON INTEREST COMMUNITY ASSOCIATION TO RECOVER UNPAID ASSESSMENTS PAYABLE TO SUCH ASSOCIATION OR TO OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH COVENANTS, CONDITIONS AND RESTRICTIONS; PROVIDED; HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS PLAT NOTE, INCLUDING CONSTRUCTION DEFECT CLAIMS, AS MORE PARTICULARLY DEFINED BY THE CADARA, SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING.

5. FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE BE SUBMITTED TO A SINGLE ARBITRATOR WHO MUST BE, AT A MINIMUM, A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE COSTS AND EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES AND SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM.

6. ALL FUTURE PURCHASERS OF ANY INTEREST IN THE PROPERTY ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE, WHICH IS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AND IS DEEMED TO BE A COVENANT RUNNING WITH THE PROPERTY.

7. INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY WAS OBTAINED FROM TITLE COMMITMENT ORDER NUMBER ABJ07032273, PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 9, 2021 AS PROVIDED BY COMPARK 190, LLC. THIS INFORMATION DOES NOT INDICATE A TITLE SEARCH BY IMEG CORP.

8. THE LANDS PLATTED HEREON, WITHIN SECTION 5, ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AVIGATION AND HAZARD EASEMENT: "... ABOVE GRANTOR'S PROPERTY ABOVE A MEAN SEA LEVEL 5850 FEET, TO AN INFINITE HEIGHT ..." RECORDED IN BOOK 418 AT PAGE 436.

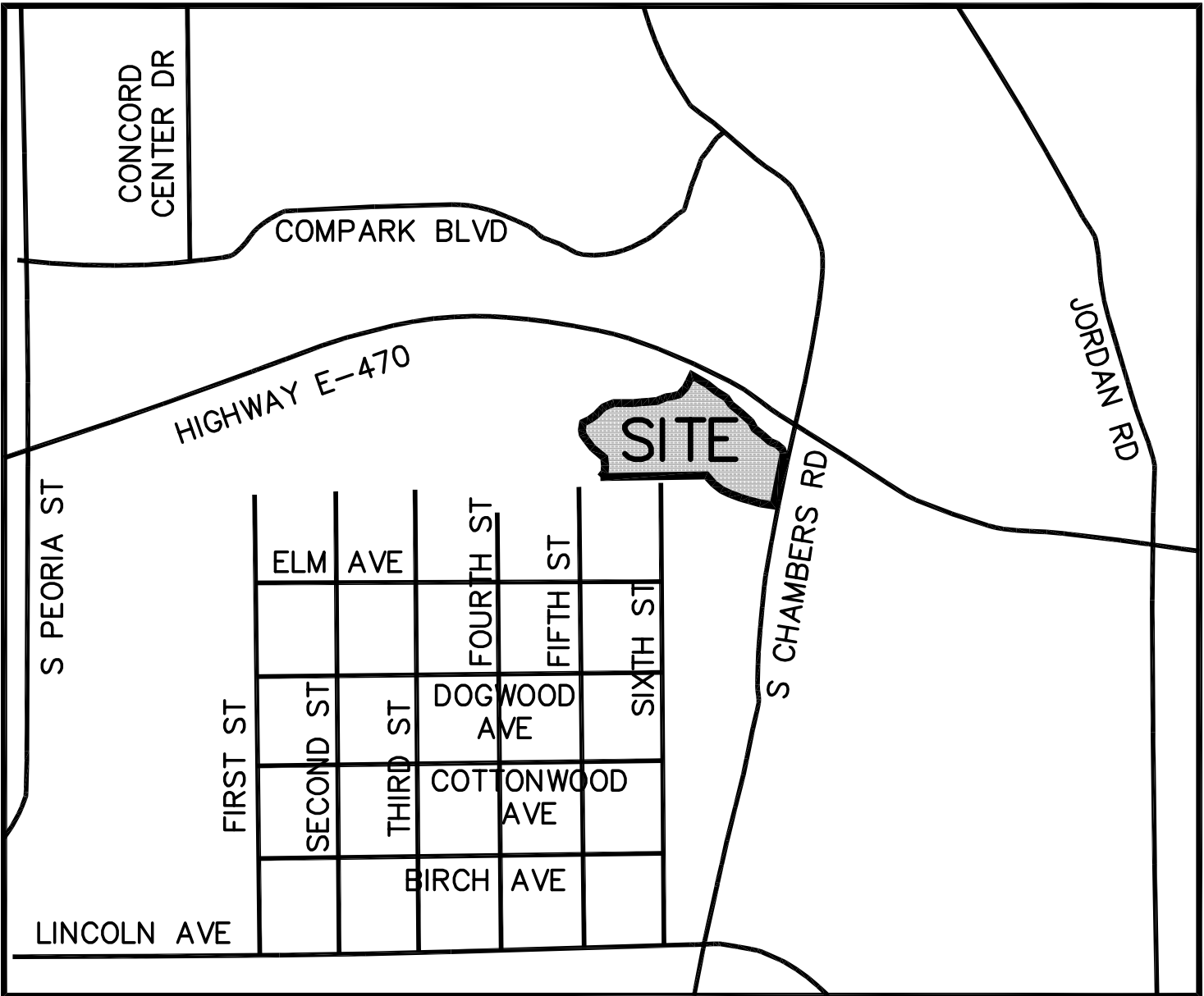
9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY'S AIRPORT INFLUENCE AREA, PER DOUGLAS COUNTY BOARD OF COMMISSIONERS RESOLUTION NO. R-82-34, RECORDED IN BOOK 440 AT PAGE 204 AND IN BOOK 465 AT PAGE 324.

10. THE LANDS PLATTED HEREON, WITHIN SECTION 8, ARE SUBJECT TO THE AVIGATION AND HAZARD EASEMENT GRANTED UNTO ARAPAHOE COUNTY PUBLIC AIRPORT, RECORDED IN BOOK 545 AT PAGE 650.

11. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR SOUTH 87°49'36" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405, TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405.

12. 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 THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT)	AREA (AC.)	PURPOSE	OWNERSHIP	MAINTENANCE
A	292,958	6.725	OPEN SPACE/COMMUNITY SEPARATION BUFFER	METRO DISTRICT	METRO DISTRICT
B	312,536	7.175	OPEN SPACE/COMMUNITY SEPARATION BUFFER & DRAINAGE	METRO DISTRICT	METRO DISTRICT
C	6,735	0.155	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
D	3,219	0.074	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
E	287	0.007	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
F	19,066	0.438	STREET RIGHT-OF-WAY	TOWN OF PARKER	TOWN OF PARKER
TOTALS	634,801 SQ. FT.	14.574 ACRES			



VICINITY MAP

SCALE 1"= 2000

PLAT NOTES (CONTINUED)

13. 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.

14. 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.

15. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

16. PROPERTIES IN THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY 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.

17. 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.

18. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT B 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.

19. 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 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 FAILS TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

20. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.

SURVEYOR CERTIFICATION

I, MICHAEL C. CREGGER, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF CHAMBERS HIGHPOINT FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____, 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 GUARANTEE 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____.

MICHAEL C. CREGGER P.L.S. #22564
FOR AND ON BEHALF OF IMEG CORPORATION

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. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

TITLE VERIFICATION

WE LAND TITLE GUARANTEE 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 AS FOLLOWS:

BY: _____ TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____,

BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

_____)SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____

DAY OF _____, 20____, AT _____ A.M./P.M AND WAS

RECORDED AT RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR/ENGINEER:
IMEG CORP
7600 E. ORCHARD RD,
SUITE 250-S
GREENWOOD VILLAGE, CO 80111
(303) 792-0557

OWNER/DEVELOPER:
COMPARK 190 LLC
4600 S ULLSTER #1400
DENVER, CO 80237

REVISED: AUGUST 26, 2021
REVISED: MAY 25, 2021
REVISED: MARCH 11, 2021
REVISED: JANUARY 24, 2020

CHAMBERS HIGH POINT FILING NO. 1
SHEET 1 OF 4

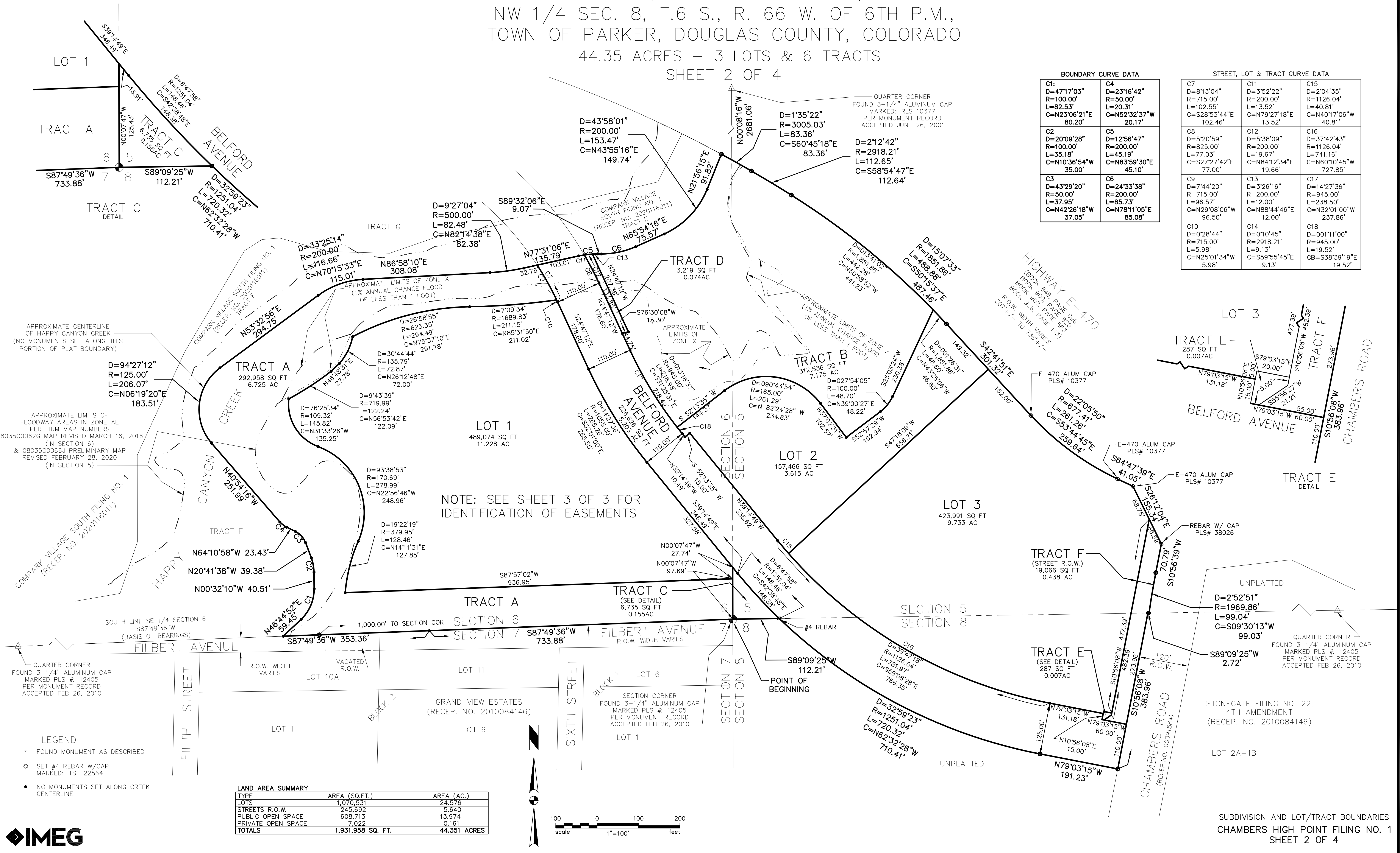


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 2 OF 4

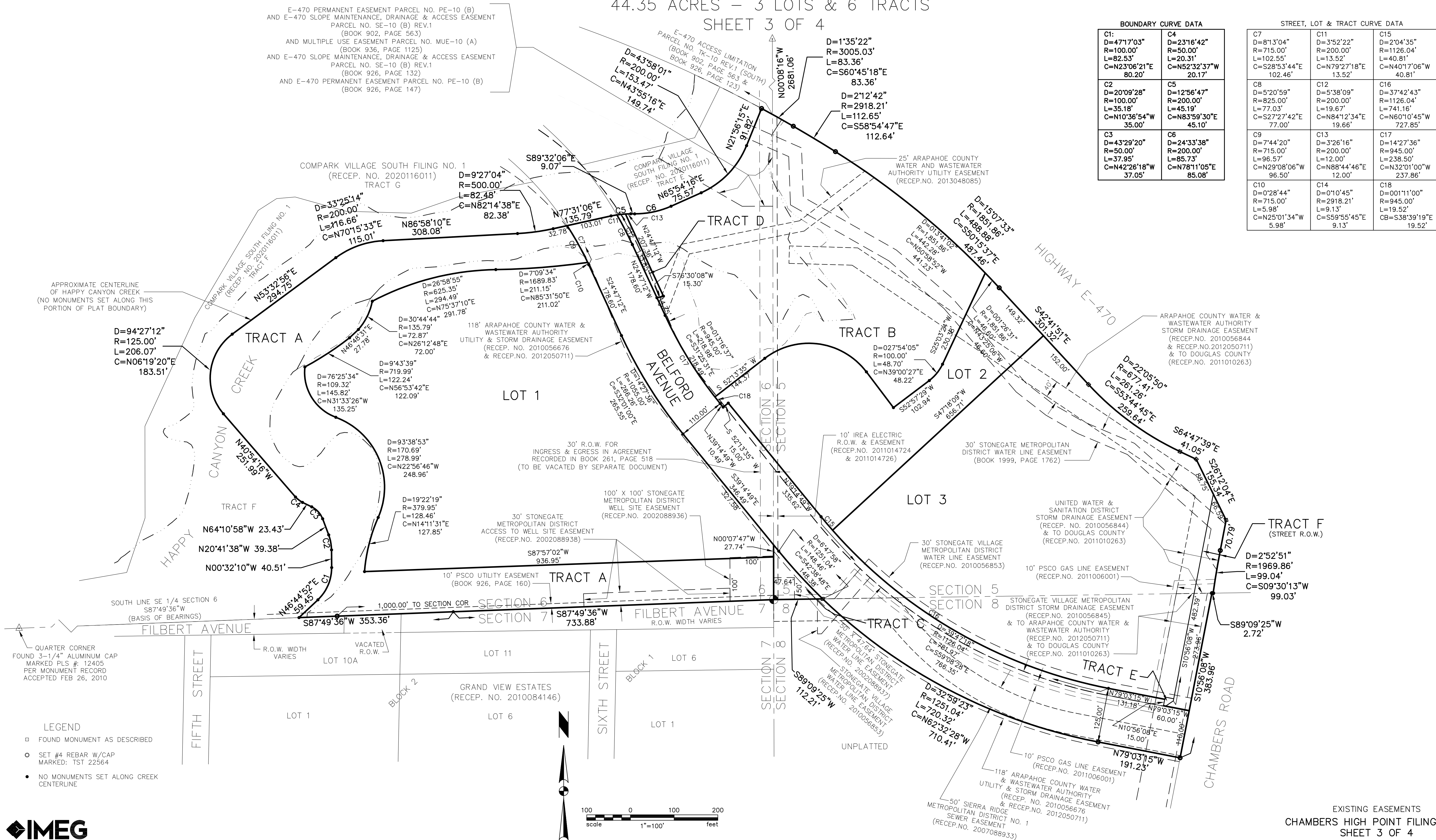


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 3 OF 4



CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 4 OF 4

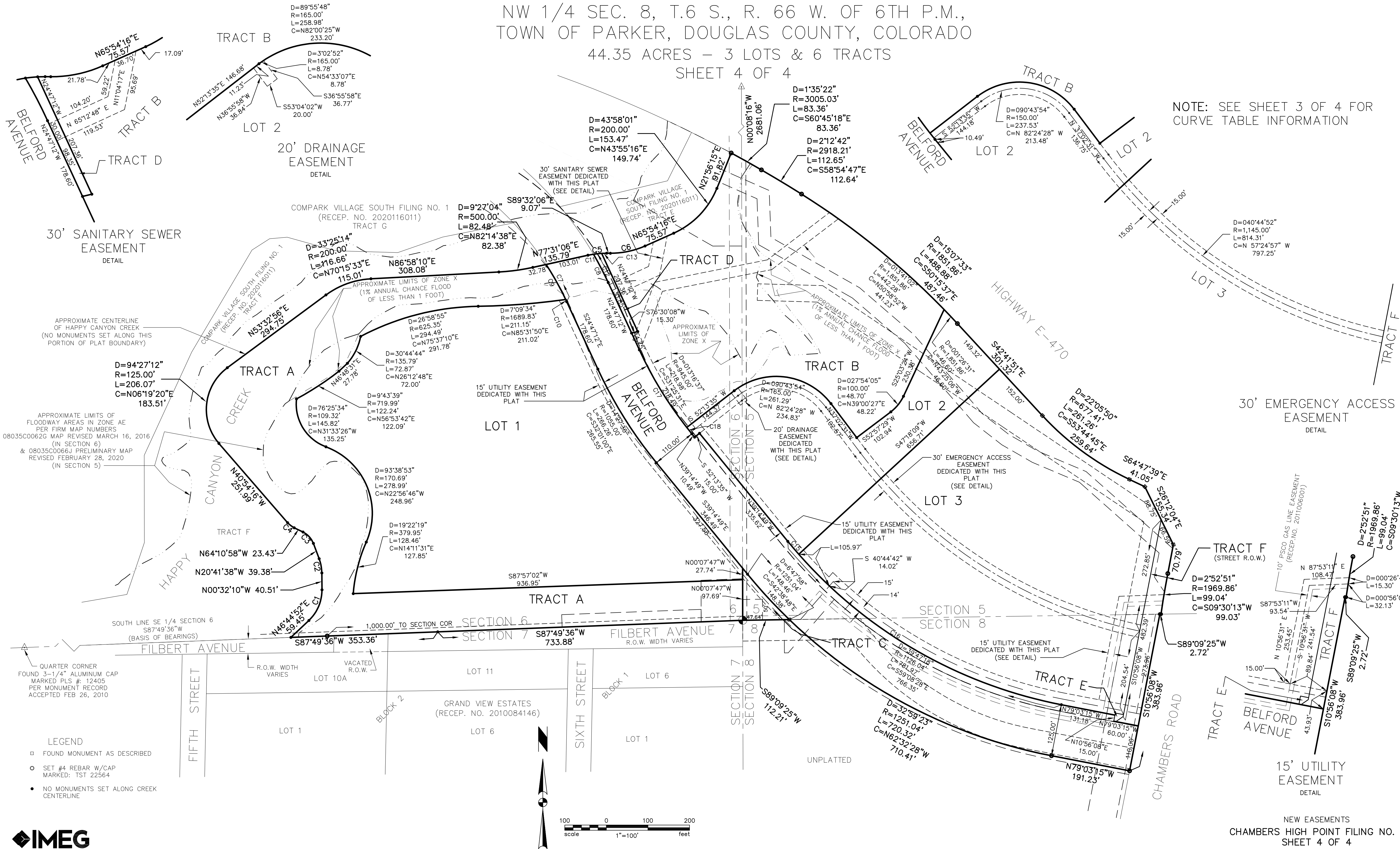




EXHIBIT C
Engineers Public Improvement Cost Estimate
CHAMBERS HIGH POINT
Date 1/04/2022

Earthwork

No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clearing and Grubbing	5.40	AC	\$33,900	\$183,060
2	Earthwork	6,750	C.Y.	\$6	\$40,500
Earthwork Sub Total					\$223,560

Street Improvements

No.	Item	Quantity	Unit	Unit Cost	Project Cost
3	Subgrade Preparation	20,121	S.Y.	\$5	\$100,605
4	Asphalt Pavement (12-Inch)	882	TON	\$85	\$74,963
5	Aggregate Base Course (ABC 12-Inch)	6,707	CY	\$9	\$60,363
6	Curb & Gutter (2' Pan)	4,679	L.F.	\$23	\$107,617
7	Median/Spill Curb & Gutter (1' Pan)	2,683	L.F.	\$20	\$53,660
8	Midblock Curb Ramp	1	E.A	\$2,500	\$2,500
9	Diagonal Curb Ramp	2	E.A	\$6,200	\$12,400
10	Directional Curb Ramp Type 1	6	E.A	\$4,500	\$27,000
11	Directional Ramp Type 2	4	E.A	\$5,300	\$21,200
12	Driveway Concrete access	907	SF	\$18	\$16,326
13	Concrete Sidewalk 4" thick	22,189	S.F.	\$8	\$183,059
14	Raised Median Concrete	4,279	S.F.	\$8	\$34,232
15	Construction Traffic Control	1	L.S.	\$65,000	\$65,000
16	Driveway Cut	2	E.A	\$1,200	\$2,400
17	Trench Drain	3,313	LF	\$18	\$59,634
18	Remove Existing Curb/Guter	1,562	L.F.	\$8	\$12,496
SUBTOTAL					\$833,455

Striping

19	Striping Epoxy Pavement Marking	9,393	L.F.	\$1	\$9,393
20	Crosswalk Bar 2'x10'	48	E.A	\$250	\$12,000
21	Stop Bar - 2' wide	71	L.F.	\$25	\$1,775
22	Arrows	14	E.A	\$250	\$3,500
SUBTOTAL					\$26,668

Signage

23	Ground Signs	15	Each	\$750	\$11,250
24	Street Name Signs	4	Each	\$750	\$3,000
25	Class III Barricade	2	Each	\$870	\$1,740
26	Signal at Belford and Chambers	1	EA.	\$350,000	\$350,000
SUBTOTAL					\$365,990

Drainage and Stormwater Improvements

No.	Item	Quantity	Unit	Unit Cost	
27	18" RCP	58	L.F.	\$75	\$4,350
28	30" RCP	24	L.F.	\$100	\$2,400
29	36" RCP	103	L.F.	\$125	\$12,875
30	42" RCP	263	L.F.	\$170	\$44,710
31	48" RCP	191	L.F.	\$170	\$32,470
32	Concrete Headwall	1	EA.	\$12,000	\$12,000
33	Channel Outfall	1	EA.	\$3,500	\$3,500
34	72" I.D. Storm Sewer Manhole	5	EA.	\$12,000	\$60,000
35	10' Type 'R' Inlet	1	EA.	\$9,000	\$9,000
36	15' Type R Inlet	3	EA.	\$14,000	\$42,000



Engineers Public Improvement Cost Estimate

CHAMBERS HIGH POINT

Date 1/04/2022

37	20' Type R Inlet	1	EA.	\$18,000	\$18,000
38	Type 'D' Inlet	1	EA.	\$7,500	\$7,500
39	Concrete Trickle Channel (4' x 6")	408	L.F.	\$122	\$49,776
40	Concrete Emergency Overflow Weir	1	EA.	\$15,000	\$15,000
41	Outlet Structure w/ Micropool	1	EA.	\$18,000	\$18,000
42	Forebay	3	EA.	\$14,000	\$42,000
43	Class 6 Roadbase	116	CY	\$175	\$20,371
				SUBTOTAL	\$393,952

Improvement Agreements

44	1/2 Bridge (Belford Avenue) (Offsite)	1.0	L.S.	\$1,008,000	\$1,008,000
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Public Improvements Subtotal **\$2,851,626**

Construction Contingency (10%)	\$285,163
Mobilization (5%)	\$142,581
Surveying (3%)	\$85,549
Construction Management & Testing (12%)	\$342,195

Public Improvement Total **\$3,707,113**

Security at 110% **\$4,077,825**

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial Guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

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

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: _____

With a copy to: _____

11. 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.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT E

Henry Design Group, Inc.

Chambers High Point - Filing 1

Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
1	Deciduous Shade Tree	47	2.5" cal	EA	\$660.00	\$31,020
2	Ornamental Tree	10	2" cal	EA	\$500.00	\$5,000
3	Deciduous Shrub	820	5 gal	EA	\$27.00	\$22,140
4	Evergreen Shrub	286	5 gal	EA	\$39.00	\$11,154
5	Perennial & Ornamental Grass	575	1 gal	EA	\$17.00	\$9,775
6	Sod with Prep & Irrigation	28,998		SF	\$1.75	\$50,747
7	Cedar Fiber Mulch with Installation 3" Depth	381		CU YD	\$45.00	\$17,145
8	Drip Irrigation	41,158		SF	\$0.35	\$14,405
9	Native Seed with Prep & Irrigation	4,328		SF	\$0.85	\$3,679
10	Landscape Steel Edging	367		LF	\$3.00	\$1,101
Sub-Total						\$166,166
15% Contingency						\$24,925
Total						\$191,090
110% SIA Total						\$210,199

EXHIBIT F

Henry Design Group, Inc.
Chambers High Point - Filing 1
Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
Open Space 1						
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Evergreen Tree	118	6' ht	EA	\$525.00	\$61,950
3	Deciduous Shrub	149	5 gal	EA	\$27.00	\$4,023
4	Evergreen Shrub	10	5 gal	EA	\$39.00	\$390
5	Perennial & Ornamental Grass	35	1 gal	EA	\$17.00	\$595
6	Native Seed with Prep & Irrigation	72,949		SF	\$0.85	\$62,007
SUBTOTAL						\$132,465

Open Space 2						
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Evergreen Tree	7	6' ht	EA	\$525.00	\$3,675
3	Deciduous Shrub	27	5 gal	EA	\$27.00	\$729
4	Native Seed with Prep & Irrigation	10,135		SF	\$0.85	\$8,615
SUBTOTAL						\$16,519

Sub-Total	\$148,983
15% Contingency	\$22,348
Total	\$171,331
110% SIA Total	\$188,464

EXHIBIT G

Henry Design Group, Inc. Chambers High Point - Filing 1 Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Deciduous Shrub	165	5 gal	EA	\$27.00	\$4,455
3	Evergreen Shrub	66	5 gal	EA	\$39.00	\$2,574
4	Perennial & Ornamental Grass	209	1 gal	EA	\$17.00	\$3,553
5	Cedar Fiber Mulch with Installation 3" Depth	52		CU YD	\$45.00	\$2,340
6	Drip Irrigation	5,574		SF	\$0.35	\$1,951
7	Street Light Fixture	6		SF	\$5,000.00	\$30,000
Sub-Total						\$48,373
15% Contingency						\$7,256
Total						\$55,629
110% SIA Total						\$61,192

EXHIBIT H

Henry Design Group, Inc.

Chambers High Point - Filing 1

Date: 10/5/1926

Landscape Improvements Opinion of Cost

Exhibit H - E-470 Area

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
Open Space 1						
1	Deciduous Shrub	34	5 gal	EA	\$27.00	\$918
2	Evergreen Shrub	8	5 gal	EA	\$39.00	\$312
3	Perennial & Ornamental Grass	20	1 gal	EA	\$17.00	\$340
4	Sod with Prep & Irrigation	1,473		SF	\$1.75	\$2,578
5	Cedar Fiber Mulch with Installation 3" Depth	18		CU YD	\$45.00	\$810
6	Drip Irrigation	2,020		SF	\$0.35	\$707
7	Landscape Steel Edging	73		LF	\$3.00	\$219
SUBTOTAL						\$5,884
15% Contingency						\$883
Total						\$6,766
110% SIA Total						\$7,443

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS FIRST AMENDMENT (the “First Amendment”) is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Compark South III LLC, a Colorado limited liability company (the “Developer”), as successor in interest to Compark South LLC.

RECITALS:

A. The Town and 470 Compark LLC, entered into the Subdivision Agreement for Compark Village South Filing No. 1 on June 15, 2020, which was recorded on November 25, 2020, at Reception No. 2020116012 (the “Agreement”).

B. 470 Compark LLC, assigned its interest to the Agreement to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated November 25, 2020, which was recorded on November 25, 2020, at Reception No. 2020116266.

C. The Developer is the successor in interest to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated _____, 2022, which was recorded on _____, 2022, at Reception No. 2022_____.

D. Compark South LLC and the Town entered into that certain Financial Guarantee Agreement dated November 25, 2020 (the “Previous FGA”) pursuant to the terms of the Agreement.

E. The Town and the Developer desire to amend Exhibit C-1 (“Replacement Exhibit C-1”), Exhibit C-2 (“Replacement Exhibit C-2”), and the Previous FGA to remove costs of offsite improvements that will be constructed by Compark 190, LLC, as part of the development of the project known as Chambers Highpoint.

F. The Town and Developer further desire to amend Paragraph 4. Specific Conditions, of the Agreement to include two additional conditions regarding improvements and a traffic signal at the intersection of Chambers Road and Belford Avenue.

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 to the First Amendment as follows:

Section 1. Paragraph 2. Agreements and Other Requirements., subparagraph c., is amended to read as follows:

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Peoria Street and the east

property line, including the necessary bridge over Happy Canyon Creek, in two (2) segments. The first segment, described in Replacement Exhibit C-1, which is attached hereto and incorporated by this reference, will be completed by June 30, 2022 (the "Segment 1"). The second segment, described in Replacement Exhibit C-2, which is attached hereto and incorporated by this reference, will be completed by December 31, 2022 (the "Segment 2").

Section 2. Paragraph 4. Specific Conditions, is amended to include the following additional conditions:

g. Prior to the recordation of this First Amendment, the Developer shall pay to the Town the sum of Four Hundred Two Thousand Two Hundred Fifty-Seven and 05/100 Dollars (\$402,257.05), which payment is 50% of the necessary improvements to Chambers Road, including a deceleration, acceleration, and northbound left turn lane at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

h. Prior to the recordation of this First Amendment, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000), which payment is 50% of the cost to design and construct the traffic signal at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

Section 3. The Previous FGA shall be amended to incorporate Replacement Exhibits C-1 and C-2 into the Schedule of Values (as defined in the Previous FGA). The amount of the cash security provided by the Developer pursuant to the terms of the Previous FGA, as amended, may be reduced by the Town based on the most recent Town-approved Pay Application for the Previous FGA. Upon satisfaction of the following conditions, any financial security held by the Town in excess of the requirements of the Previous FGA, as amended, shall be returned to Compark South LLC:

1. The amendment to the Previous FGA, in a form approved by the Town Attorney, has been executed by the Developer and received by the Town.
2. All payments which are required to be made to the Town pursuant to this First Amendment have been received by the Town.
3. This First Amendment has been fully executed, received by the Town and recorded in the public records of Douglas County.

4. The Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been fully executed, received by the Town and recorded in the public records of Douglas County.
5. The plat for Chambers Highpoint Filing No. 1 has been fully executed and recorded in the public records of Douglas County.
6. The financial guarantee, which is to be provided to the Town pursuant to the terms and conditions of the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been received by the Town.
7. All payments which were required to be made to the Town pursuant to the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, have been received by the Town.

Section 4. Recitals to this First Amendment are incorporated herein by this reference.

Section 5. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

WHEREFORE, the parties hereto have executed this First Amendment on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**DEVELOPER: COMPARK SOUTH III LLC, a
Colorado limited liability company**

By: _____

[Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____
of Compark South III LLC.

My commission expires: _____.

(SEAL)

Notary Public

CONSENT OF COMPARK SOUTH LLC

Compark South LLC hereby consents to Section 3 of this First Amendment.

**DEVELOPER: COMPARK SOUTH LLC, a
Colorado limited liability company**

By: _____
Andrew R. Klein, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by Andrew R. Klein, as Manager of Compark South LLC.

My commission expires: _____.

SEAL

Notary Public

Compark Village South Filing No. 1
SIA Summary
(Half Section of Belford, Peoria to Happy Canyon Bridge)

Item Number	1/20/2022 Item Description	Subtotal
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STREET IMPROVEMENT COSTS

1	Compark South Filing 1 Road and Drainage (SEGMENT 1)	\$8,544,932
2	Compark Village South, Belford C.1 Road and Drainage (SEGMENT 2)	\$4,177,238

TOTALS **\$12,722,170**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016 and TTG, latest revision dated November 2017

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.

REPLACEMENT EXHIBIT C-1
ESTIMATED COSTS OF THE
SEGMENT 1 PUBLIC IMPROVEMENTS

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE
SEGMENT 1

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$8,226.35	\$57,584
2	Type-R Inlet - 15'	5	Each	\$9,352.72	\$46,764
3	Type C Inlet	2	Each	\$3,270.00	\$6,540
4	Type D Inlet	2	Each	\$3,832.18	\$7,664
5	18" RCP	121	L.F.	\$52.47	\$6,349
6	24" RCP	438	L.F.	\$76.77	\$33,625
7	30" RCP	1,812	L.F.	\$104.36	\$189,094
8	36" RCP	889	L.F.	\$104.36	\$92,773
9	42" RCP	98	L.F.	\$146.06	\$14,314
10	60" RCP (Offline Pond)	1,448	L.F.	\$240.00	\$347,520
11	5' Manhole (Offline Pond)	9	Each	\$6,500.00	\$58,500
12	Box Base Manhole (Offline Pond)	7	Each	\$12,000.00	\$84,000
13	6' Manhole	3	Each	\$6,976.00	\$20,928
14	6' CDS3035-6-C Water Quality Structure	1	Each	\$42,619.00	\$42,619
15	8' Diversion Bypass Manhole	2	Each	\$16,132.00	\$32,264
16	24" FES	2	Each	\$2,195.66	\$4,391
17	30" FES	3	Each	\$2,430.02	\$7,290
18	36" FES	8	Each	\$2,961.62	\$23,693
19	42" FES	1	Each	\$3,052.00	\$3,052
20	Swale (5' Wide)	117	L.F.	\$1.91	\$223
21	Swale (12' Wide)	570	L.F.	\$1.96	\$1,118
22	Swale (17' Wide)	597	L.F.	\$2.78	\$1,659
23	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$65.40	\$76,518
24	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$76.30	\$4,349
25	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$273.10	\$12,016
26	Type L Rip Rap at FES	44	C.Y.	\$65.40	\$2,878
27	Offline Water Quality / Detention Pond	1	Each	\$102,179.00	\$102,179

SUBTOTAL \$1,279,906**B. East Water Quality Pond (Cordillera)**

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$76.30	\$24,645
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$44.80	\$3,584
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$16.49	\$1,402
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$24.72	\$569
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	64	L.F.	\$52.47	\$3,358
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Concrete Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$60,534

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$76.30	\$21,059
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$44.80	\$3,046
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$16.49	\$2,870
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$24.72	\$346
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	56	L.F.	\$52.47	\$2,938
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$57,236**D. Green Acres Tributary Improvements**

1	Earthwork to Create Realigned Channel (cut)	293,025	C.Y.	\$2.00	\$586,050
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SUBTOTAL \$586,050**II. STREET IMPROVEMENTS****A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$10.46	\$78,689
2	Cattle Guard	1	Each	\$1,962.00	\$1,962
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.27	\$109,261
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$55.81	\$1,445,427
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.94	\$91,565
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.59	\$30,725
7	Delineator Posts @ 300' O.C.	16	Each	\$82.30	\$1,317
8	Signage	17	Each	\$708.50	\$12,045
9	Striping 8" White	6,000	L.F.	\$0.55	\$3,270
10	Skip Striping 4" White	493	L.F.	\$0.55	\$269
11	Striping 4" White	7,276	L.F.	\$0.55	\$3,965
12	Striping 4" Single Yellow	1,461	L.F.	\$0.55	\$796
13	Striping 4" Double Yellow	6,303	L.F.	\$0.55	\$3,435
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.55	\$207
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.55	\$33
16	Cross Pan	136	S.Y.	\$60.56	\$8,236
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,705.85	\$13,647
18	Collector Trench Drain	6,700	L.F.	\$16.62	\$111,371
19	Cleanouts	44	Each	\$381.71	\$16,795
20	Street Lights	12	Each	\$8,720.00	\$104,640
21	Std. Stock Fence	6,500	L.F.	\$3.38	\$21,964
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.63	\$76,181
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365

SUBTOTAL \$2,144,164**B. Peoria Street Intersection**

1	CLEARING AND GRUBBING	1	LS	\$5,450.00	\$5,450
2	REMOVAL OF BARRICADE	1	EA	\$545.00	\$545
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.18	\$6,331
4	REMOVAL OF SIGN PANEL	3	EA	\$76.30	\$229
5	REMOVAL OF GROUND SIGN	3	EA	\$98.10	\$294
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,720.00	\$8,720
7	REMOVAL OF FENCE	710	LF	\$8.72	\$6,191
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.90	\$14,704
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$17.44	\$12,365
10	REMOVAL OF LIGHT STANDARD	5	EA	\$436.00	\$2,180
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$599.50	\$2,998
12	REMOVAL OF PULL BOX	5	EA	\$272.50	\$1,363
13	REMOVAL OF INLET	1	EA	\$1,090.00	\$1,090
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.36	\$27,573
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.82	\$15,171
16	POTHOLES	24	HR	\$272.50	\$6,540
17	STOCKPILE TOPSOIL	1192	CY	\$2.82	\$3,365
18	TOPSOIL	491	CY	\$5.45	\$2,676
19	INLET PROTECTION	74	LF	\$10.90	\$807
20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,090.00	\$1,090
21	VEHICLE TRACKING CONTROL	2	EA	\$1,090.00	\$2,180
22	SILT FENCE	230	LF	\$2.18	\$501
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.18	\$1,461
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$218.00	\$2,180
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$190.75	\$2,146
26	RESET SIGN PANEL	3	EA	\$218.00	\$654
27	RESET PULL BOX	2	EA	\$981.00	\$1,962
28	MODIFY MANHOLE	4	EA	\$817.50	\$3,270
29	ADJUST VALVE BOX	4	EA	\$272.50	\$1,090

30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,175.00	\$8,175
31	SEEDING (NATIVE)	1.5	AC	\$1,362.50	\$2,044
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,362.50	\$2,044
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$43.60	\$68,452
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$81.75	\$37,605
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$103.55	\$23,817
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.36	\$1,818
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$54.50	\$255,442
38	GROUTED RIPRAP (12 INCH)	50	CY	\$163.50	\$8,175
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,995.00	\$5,995
40	TRENCH DRAIN (PERFORATED)	555	LF	\$17.17	\$9,528
41	CONSTRUCTION FENCE	1155	LF	\$2.18	\$2,518
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.38	\$2,872
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$43.60	\$8,328
44	CONCRETE CURB RAMP	40	SY	\$163.50	\$6,540
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$17.44	\$6,139
46	VERTICAL CURB AND GUTTER	252	LF	\$14.99	\$3,777
47	MEDIAN CURB AND GUTTER	216	LF	\$14.99	\$3,237
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$21.80	\$14,061
49	DELINEATOR (TYPE I)	6	EA	\$27.25	\$164
50	COMMON TRENCH	50	LF	\$10.90	\$545
51	COMMON BORE	295	LF	\$16.35	\$4,823
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.36	\$1,897
53	PULL BOX (TYPE I)	1	EA	\$981.00	\$981
54	PULL BOX (TYPE II)	4	EA	\$872.00	\$3,488
55	SIGN PANEL (CLASS I)	123	SF	\$23.98	\$2,950
56	SIGN PANEL (CLASS II)	58	SF	\$32.70	\$1,897
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$19.62	\$2,413
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$31,610.00	\$31,610
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$38,150.00	\$76,300
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$41,420.00	\$41,420
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$981.00	\$9,810
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$981.00	\$10,791
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$708.50	\$1,417
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$981.00	\$1,962
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,502.00	\$34,008
66	OPTICOM GTT 762 CARD	2	EA	\$1,090.00	\$2,180
67	OPTICOM GTT 722 HEAD	2	EA	\$3,052.00	\$6,104
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,725.00	\$2,725
69	SANITARY FACILITY	1	EA	\$2,180.00	\$2,180
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$87.20	\$4,098
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$32.70	\$9,483
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$32.70	\$24,067
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,900.00	\$10,900
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$27,250.00	\$27,250
75	UTILITY RELOCATIONS	1	LS	\$163,500.00	\$163,500

SUBTOTAL \$1,084,652

III. GREEN ACRES TRIBUTARY CROSSING IMPROVEMENTS

76	Architectural Box Culvert	1	Each	\$16,350.00	\$16,350
77	Wing walls for ABC	2	Each	\$38,150.00	\$76,300
78	Guard Rail	56	L.F.	\$130.80	\$7,325
79	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$361,880.00	\$361,880
80	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$104,640.00	\$104,640
81	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.53	\$19,614
82	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.53	\$13,276
83	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.53	\$8,703
84	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.53	\$68,491
85	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		-	
	*Grading for Run Down	3,340	SF	\$0.44	\$1,456
	*4 oz. Fabric at Run Down	3,340	SF	\$0.41	\$1,383
	*4" Layer - Type 2 Bedding	60	TN	\$29.43	\$1,766
	*Grouted Boulders	500	TN	\$163.50	\$81,750

SUBTOTAL \$762,934PUBLIC IMPROVEMENTS SUBTOTAL \$5,975,477**MOBILIZATION:**

1	Mobilization @ 5%				\$298,774
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SURVEYING:

1	Surveying @ 3%				\$179,264
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$717,057
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CONTINGENCY:

1	Contingency @ 10%				\$597,548
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SUBTOTAL \$1,792,643PUBLIC IMPROVEMENTS TOTAL \$7,768,120LETTER OF CREDIT AT 110% \$8,544,932

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

REPLACEMENT EXHIBIT C-2
ESTIMATED COSTS OF THE
SEGMENT 2 PUBLIC IMPROVEMENTS

EXHIBIT C
COMPARK VILLAGE SOUTH, BELFORD C.1
ROAD AND DRAINAGE
SEGMENT 2

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$5,190.47	\$20,762
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$5,190.47	\$10,381
3	Type-R Inlet - 15'	1	Each	\$5,740.81	\$5,741
4	18" RCP	735	L.F.	\$51.99	\$38,215
5	24" RCP	143	L.F.	\$70.63	\$10,100
6	36" RCP	83	L.F.	\$135.38	\$11,236
7	4' Manhole	1	Each	\$3,150.97	\$3,151
8	5' Manhole	1	Each	\$3,463.91	\$3,464
9	6' Manhole	1	Each	\$3,776.85	\$3,777
10	Box Base Manhole	1	Each	\$9,064.44	\$9,064

SUBTOTAL \$115,891**B. East Detention/Water Quality Pond**

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$81.42	\$10,666
2	Reinforced Concrete Forebay	2	Each	\$13,963.55	\$27,927
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$28.45	\$14,850
4	Outlet Structure	1	L.S.	\$49,050.00	\$49,050
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$75.54	\$7,705
6	Concrete Emergency Overflow Weir	1	Each	\$8,595.52	\$8,596
7	Retaining Walls	1,745	V.S.F.	\$16.68	\$29,101
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.89	\$3,561
9	Temporary Irrigation	1.2	AC	\$1,716.75	\$2,060

SUBTOTAL \$153,517**II. STREET IMPROVEMENTS****A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.46	\$10,130
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$47.09	\$284,412
3	6" Vertical Curb & Gutter	1,510	L.F.	\$14.72	\$22,220
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.83	\$6,224
5	Delineator Posts @ 200' O.C.	8	Each	\$118.70	\$950
6	Striping 8" White	1,575	L.F.	\$2.35	\$3,708
7	Striping 4" White	1,530	L.F.	\$1.18	\$1,801
8	Striping 4" Double Yellow	1,555	L.F.	\$2.35	\$3,661
9	Cross Pan	136	S.Y.	\$80.44	\$10,940
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,715.77	\$3,432
11	Collector Trench Drain	1,510	L.F.	\$15.50	\$23,405
12	Cleanouts	7	Each	\$264.87	\$1,854
13	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.64	\$33,873
14	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.46	\$1,666
15	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$147.15	\$1,088,910

SUBTOTAL \$1,497,185**III. HAPPY CANYON IMPROVEMENTS****A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120
4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232
6	Topsoil	262	C.Y.	\$14.72	\$3,855
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935

16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124
25900				SUBTOTAL	\$440,173

B. Drop Structure No. 1

1	Filter Material (Class A)	305	C.Y.	\$63.77	\$19,448
2	Topsoil	126	C.Y.	\$14.72	\$1,854
3	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
4	Aggregate Base Course (Class 6)	129	C.Y.	\$39.24	\$5,062
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$39.24	\$65,138
6	Grouted Riprap (24 inch)	144	C.Y.	\$196.20	\$28,253
7	Riprap (24 inch)	908	C.Y.	\$68.67	\$62,352
8	Soil Riprap (12 inch)	208	C.Y.	\$53.96	\$11,223
9	Concrete Class D (Wall)	46	C.Y.	\$1,569.60	\$72,202
10	Concrete Sidewalk (6 in)	487	S.Y.	\$42.18	\$20,543
				SUBTOTAL	\$310,600

C. Drop Structure No. 2

1	Topsoil	104	C.Y.	\$34.34	\$3,571
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	153	C.Y.	\$44.15	\$6,754
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$39.24	\$80,442
5	Grouted Riprap (24 inch)	115	C.Y.	\$343.35	\$39,485
6	Soil Riprap (12 inch)	199	C.Y.	\$73.58	\$14,641
				SUBTOTAL	\$169,419

D. Drop Structure No. 3

1	Topsoil	168	C.Y.	\$34.34	\$5,768
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	331	C.Y.	\$44.15	\$14,612
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$39.24	\$117,720
5	Grouted Riprap (24 inch)	174	C.Y.	\$343.35	\$59,743
6	Soil Riprap (12 inch)	163	C.Y.	\$73.58	\$11,993
				SUBTOTAL	\$234,361

PUBLIC IMPROVEMENTS SUBTOTAL **\$2,921,146**

MOBILIZATION:

1	Mobilization @ 5%				\$146,057
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SURVEYING:

1	Surveying @ 3%				\$87,634
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$350,537
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CONTINGENCY:

1	Contingency @ 10%				\$292,115
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SUBTOTAL **\$876,344**

PUBLIC IMPROVEMENTS TOTAL **\$3,797,489**

LETTER OF CREDIT AT 110% **\$4,177,238**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.



Planning Commission Staff Report

Planning Commission Date: 1/27/2022

Town Council Date: 2/22/2022

Hearing Type: Public Hearing
Chambers High Point Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB19-048

Location: Generally located on the southwest corner of Chambers Road and E-470

Project Planner: Stacey Nerger, Planner

Applicant: Jeff Robinson, Compark 190, LLC

Executive Summary: The applicant, Compark 190, LLC, is proposing to subdivide the 44.35-acre property located at the southwest corner of E-470 and Chambers Road into 3 lots, 5 tracts, and to create the future Belford Avenue right-of-way.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat, subject to the following conditions:”

-List Conditions

“I move the Planning Commission recommend Town Council deny the Chambers High Point Filing No. 1 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 Chambers High Point Filing No. 1 Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

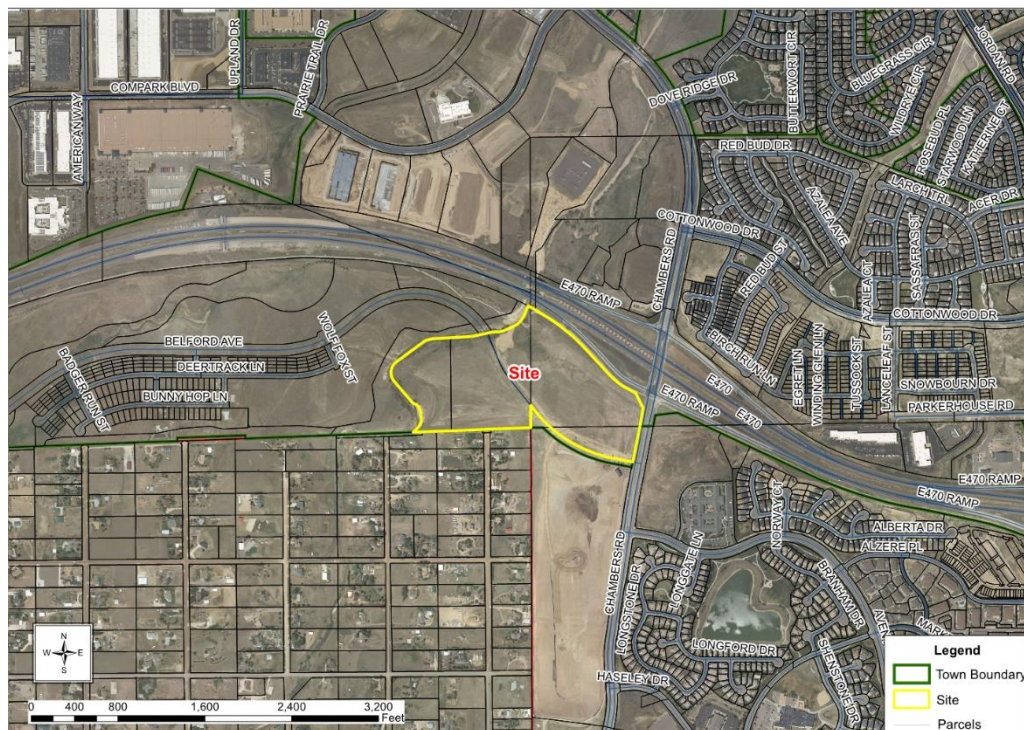
The subject property was annexed into the Town in June 2016, with a Planned Development zoning. The subject area is bounded on the north by E-470 and to the east Chambers Road. To the west of the site is the Compark Village South Planned Development which allows for a mixed of residential and commercial uses. To the south is the Grandview Estates large lot residential subdivision located within Unincorporated Douglas County.

The zoning for the property, the Chambers Highpoint PD, established three planning areas described below:

- Planning Area A - multi-family residential at 20 dwelling units per acre or continuing care community for seniors;
- Planning Area B - office/light industrial to the northeast of the multi-family land use area; and
- Planning Area C - highway commercial adjacent to Chambers Road.

The proposed Minor Development Plat proposes three lots and six tracts to create the infrastructure and superblock lots in support of the zoning. Lot 1 is 11.22 acres in size and is located within Planning Area A for multi-family uses. Lot 2 is 3.615 acres in size and located within Planning Area B for office light industrial uses. Lot 3 is 9.73 acres in size and located within Planning Area C for highway commercial uses.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
June 20, 2016	Town Council approved the Chambers High Point Annexation and zoned the property Chambers High Point Planned Development.

III. CURRENT SITE DATA

Existing Zoning		PD - Planned Development	
Overlay District		N/A	
PD & Plan Area		Chambers High Point Planned Development	
Master Plan Area		E-470	
Site Acreage		44.35 acres	
Subdivision		Not currently subdivided	
Existing Use		Vacant/Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	E-470	PD - Planned Development	E-470 and Compark Village PD. Currently under construction for an assisted living facility.
South	Douglas County	Douglas County Zoning	Grandview Estates Subdivision with large lot rural residential. Also, an existing Arapahoe County Water and Wastewater reservoir/facility.
East	Douglas County	Douglas County Zoning	Stonegate PD. Existing assisted living facility and vacant land.
West	E-470	PD - Planned Development	Compark Village South PD. Currently under construction for single-family detached and duplex development.

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	E-470 ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>E-470 Mixed Use:</u> Residents should be able to walk and bike to services through blended land uses, public amenities and a multimodal transportation system. Appropriate land uses include; multi-family, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the development pattern. Residential at less than 10

	dwelling units per acre is not appropriate in this area unless transitioning to adjacent residential development.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E Housing and Neighborhoods 3.A Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located south of E-470 on the north and south sides of the proposed roadway Belford Avenue. The Chambers Highpoint PD allows for 11.4 acres of multi-family residential at 20 dwelling units per acre. The Development Guide for Chambers Highpoint specifies that this land could also be developed as a continuing care community for seniors. The proposal also includes 10 acres of office/light industrial to the northeast of the multi-family land use area and 10.7 acres of highway commercial adjacent to Chambers Road. All of these parcels will be accessed from the extension of Belford Avenue as it crosses Happy Canyon Creek from the Compark Village South PD and connects to Chambers Road. The proposed Minor Development Plat create the legal lots of record and initial infrastructure to support development of the planning areas within the Chamber Highpoint Planned Development. The requested plat is consistent with the specific Goals/Strategies of the Master Plan for the following reasons: 1. It will encourage a variety of housing densities in close proximity to employment centers within the E-470 Corridor; 2. It will balance Parker's business and retail community to include a variety and diversity of business types and scales; and 3. It will support new businesses by providing additional land for commercial development. The construction of Belford Avenue as a Minor Arterial is recommended in the Transportation Master Plan. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	To be determined at time of site plan with the following	Structures are not a part of this proposal. Required setbacks will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	Maximum- 20 du/ac	No residential development is a part of this proposal. A future Site Plan will be required for any residential development.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Each Planning Area allows different heights, ranging from 40 – 50 feet.	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	Proposed lot sizes meet the zoning requirements	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	Each Planning Area outlines the floor area ratios allowed. FARs are around 0.35:1.	Structures are not a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	All required streetscape, open space and park area landscape will be met at the time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be met at the time of site plan approval.	☒ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Minor Development Plat against the requirements in the Chambers Highpoint Planned Development as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject site development will be responsible for the construction of Belford Avenue from Chambers Road west to connect with Belford Avenue within the Compark Village South development. In addition, the applicant will be responsible for half the cost to design and construct the Belford Avenue bridge over Happy Canyon Creek. Each lot proposed within the development will be accessed off Belford Avenue through access points determined and approved through future plats and/or site plans.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	No Comment
Town of Parker Building	Building permits will be required for any construction and setbacks, height, etc. will be verified at that time.
CenturyLink Communications	No comments submitted
Centennial Airport	No Comment
Cherry Creek Basin Water Quality Authority	The authority requires construction and post-construction best management practices. No exceptions take with the proposed BMPs. The authority reserves the right to review and comment on future submittals.
Comcast	No comments submitted
Town of Parker Comprehensive Planning	The proposed subdivision is in conformance with the Parker 2035 Master Plan.
Town of Parker Engineering/Storm water	Approved, all requested revisions have been provided.
Douglas County Assessors	No comment
Douglas County Planning and Engineering	Please continue to provide Tract A as open space/community separation buffer to Grandview Estates.
Douglas County School District	All requirements and fees outlined within the Annexation Agreement shall be followed.
E-470 Authority	No Comment
Economic Development	Approved
Fire Life Safety	Approved, however, see the response letter for adopted codes.
Grandview Estates	No Comment
IREA	IREA is working with the applicant to convert and relocate existing facilities. Existing IREA easements will be vacated and new easement will be granted.
Stonegate Village Water and Sanitation District	Conditionally approved. Applicant will need to address a couple of labeling issues and resubmit to the district.

Public Service Company/ Xcel	Xcel owns and operates existing facilities within the subject property. The developer shall complete an application for any new or modification to any facilities.
Urban Drainage	No objections.

VIII. CONCLUSION

The applicant has structured this Minor Development Plat as a super-block subdivision of the land. The plat establishes the alignment for Belford Avenue within the property. The balance of the site is then platted into a series of lots and tracts that correspond with either the related infrastructure (drainage) or Planning Areas boundaries. The layout proposed allows for adequate access and lots sufficient in size and shape to accommodate future development in alignment with zoning and allowed uses. The three proposed lots will either be replatted into additional developable lots or site planned to allow for construction.

This proposal is consistent with the *Parker 2035 Master Plan* and the Minor Development Plat has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Chamber High Point Filing No. 1 MDP
2. Chamber High Point Filing No. 1 Master Landscape Plan
3. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager