

TOWN OF PARKER COUNCIL AGENDA

September 6, 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 or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received 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.

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

- PROCLAMATION - Constitution Week - September 16 - 22, 2022**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

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

- A. APPROVAL OF MINUTES - August 15, 2022
- B. ORDINANCE NO. 1.564 - First Reading
A Bill for an Ordinance to Approve Memoranda of Understanding Between Agencies By and Between the Town of Parker and Various Law Enforcement Agencies Concerning License Plate Recognition Sharing Detection Data and Hotlists
Department: Police, Jim Prior
Second September 19, 2022
Reading:
- C. ORDINANCE NO. 2.280 - First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road North of Belford Avenue Right-of-Way Property in Douglas County
Department: Community Development, Carson Byerhof
Second Reading: September 19, 2022
- D. ORDINANCE NO. 9.309.1 - First Reading
A Bill for an Ordinance to Approve the First Amendment to the Amended and Restated Intergovernmental Agreement By and Between the Town of Parker, Colorado and Cherry Creek South Metropolitan District No. 4
Department: Town Attorney, Jim Maloney
Second Reading: September 19, 2022
- E. ORDINANCE NO. 1.565 - First Reading
A Bill for an Ordinance to Approve the Working Memorandum of Understanding by and between the Town of Parker and Douglas County Human Services Concerning Adult Protection
Department: Town Attorney, Jamie Wynn
Police, Jim Prior
Second Reading: September 19, 2022
- F. ORDINANCE NO. 1.566 - First Reading
A Bill for an Ordinance to Approve the Working Memorandum of Understanding by and between the Town of Parker and Douglas County Department of Human Services Concerning Child Welfare
Department: Town Attorney, Jamie Wynn
Police, Jim Prior
Second Reading: September 19, 2022

- G. *License Agreement (Access to Parker Water Property) Between Parker Water and Sanitation District and the Town of Parker for the Purpose of Preliminary Investigations for the Becket and Woodman Drive Connectivity Project*
Department: Engineering and Public Works, Nathan Klass

H. *CONTRACTS OVER \$100,000*

1. *Final Design Contract for Dransfeldt Widening (Mainstreet to Pony Express)*
Amount: \$211,200
Contractor: Fellsburg Holt & Ullevig
Department: Engineering and Public Works, Bob Exstrom
2. *Renewal of Contract for Workorder Management System*
Amount: \$38,760
Contractor: Beehive Industries
Department: Engineering and Public Works, Jim Gilbert

6. **PUBLIC HEARINGS**

A. **TWENTY MILE VILLAGE F2 AMD 1 L9 B1 – Gas Station - Use by Special Review**
(Continued from June 27 & July 18, 2022)

Applicant: LAI Design Group
Location: The site is located at the southeast corner of Twenty Mile Road and Pony Express Drive
Department: Community Development, Carson Byerhof
TRAKiT No.: Z22-003

B. **AVALON BAY/COYLE ANNEXATION**

Applicant: Avalon Bay Communities, Inc.
Location: The site is located at the southeast corner of Stroh Road and Crowfoot Valley Road
Department: Community Development, Julia Duncan
TRAKiT No.: ANX22-006

1. **RESOLUTION NO. 22-045**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Coyle Property Annexation into the Town of Parker.

C. COMPARK VILLAGE SOUTH REPLAT

Applicant: Century at Compark Village
Location: South side of future Belford Avenue west of Chambers Road
Department: Community Development, Julia Duncan
TRAKiT No.: SUB21-065

1. Replat
2. Subdivision Improvement Agreement

D. PARKER DOWNS F3 AMD 1 L2 - Use by Special Review

Applicant: MHLK Properties
Location: South side of Longs Way east of Dransfeldt Road
Department: Community Development, Carson Byerhof
TRAKiT No.: Z22-021

7. ORDINANCES

A. ORDINANCE NO. 9.213.1 - Second Reading

A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement Between the Town of Parker and Douglas County Concerning Joint Animal Sheltering
Department: Town Attorney, Jamie Wynn

B. ORDINANCE NO. 1.563 - Second Reading

A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Confluence Companies Concerning the Sale of the Five (5) My Mainstreet Parcels Owned by the Town of Parker
Department: Town Manager, Bo Martinez
Town Attorney, Kristin Hoffmann and Jim Maloney

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

**A PARKER AUTHORITY FOR REINVESTMENT MEETING WILL
IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.**

Parker Town Council

Executive Session Agenda

September 6, 2022

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. My Mainstreet plan and downtown development/Confluence Companies

“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. Section 13.04.200 of the Parker Municipal Code concerning uses permitted by special review

3. Title 5 of the Parker Municipal Code concerning exposure of specified anatomical areas, lewd or indecent displays, and obscenity in specially licensed businesses; Title 8 of the Parker Municipal Code concerning public indecency; and Title 13 of the Parker Municipal Code concerning definitions relating to nudity and specified anatomical areas

4. Colo.Rev.Stat. § 32-1-905(2.5) Petition for Appointment of Directors – Pine Bluffs Metropolitan District

PROCLAMATION

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 16- 22 as Constitution Week.

NOW, THEREFORE, I, Jeff Toborg, by virtue of the authority vested in me as Mayor of the Town of Parker, Colorado do hereby proclaim the week of September 16 through 22, 2022, as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this 6th day of September of the year of our Lord two thousand twenty-two.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 15, 2022**

Mayor Jeff Toborg called the meeting to order at 5:00 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced the topics for discussion in Executive Session were three items. Under C.R.S. § 24-6-402(4)(e), the first item was concerning the My Mainstreet plan and downtown development/Confluence Companies, and the second item was concerning the proposed annexation between the Town and the Pope Family Limited Partnership for the real property located adjacent to and west of the Kohl's Shopping Center. Under C.R.S. § 24-6-402(4)(b), there was one item which was regarding SB22-032 concerning business licenses for retailers that make retail sales where they have limited physical presence.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:00 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Todd Hendreks moved and Anne Barrington seconded to come out of Executive Session at 6:31 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Cheryl Poage seconded to recess the Regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m. All Councilmembers were present.

Mayor Toborg led the Pledge of Allegiance.

PUBLIC COMMENTS

Logan Handcock, Windsor, Colorado, spoke regarding the use of low-speed vehicles known as golf cars.

Jesse Schneider, Parker, Colorado, also spoke regarding the use of low-speed vehicles.

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 - August 1, 2022

B. ORDINANCE NO. 1.563 - First Reading

A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Confluence Companies Concerning the Sale of the Five (5) My Mainstreet Parcels Owned by the Town of Parker

*Department: Town Administrator, Bo Martinez
Town Attorney, Kristin Hoffmann and Jim Maloney*

Second Reading: September 6, 2022

C. ORDINANCE NO. 9.213.1 - First Reading

A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement Between the Town of Parker and Douglas County Concerning Joint Animal Sheltering

Department: Town Attorney, Jamie Wynn

Second Reading: September 6, 2022

I. CONTRACTS OVER \$100,000

1. Relocate/Upgrade Facilities Related to the Future J. Morgan Boulevard Extension Project

Amount: \$376,994.00

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Tom Gill

Joshua Rivero moved to approve Consent Agenda Items 4A through 4D.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage -no

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion passed 5-1. (Poage voted no.)

ORDINANCES

A. ORDINANCE NO. 9.170.2

A Bill for an Ordinance to Approve the Second Amendment to the Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility Between and Among South Metro Fire Rescue Authority, Douglas County School District RE-1 and the Town of Parker

Department: Engineering and Public Works, Jim Gilbert

This ordinance amends the Intergovernmental Agreement (IGA) among the Town of Parker, South Metro Fire Authority and the Douglas County School District concerning the Joint Service Facility (JSF). The Town of Parker benefits as a member of this IGA from the ability to obtain fuel for the operational fleet of equipment and access to the facilities located at this service center. South Metro Fire Rescue Authority and Douglas County School District RE-1 are primary operators of the center and have a larger stake in the operational functions of the facilities.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 9.170.2 on second reading.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 9.351 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Understanding Between the Board of County Commissioners of the County of Douglas, Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation Concerning the Formation of the Douglas County Economic Development Collaborative

Department: Town Administrator, Bo Martinez

This ordinance approves the Memorandum of Understanding (MOU) and will form the Douglas County Economic Development Collaborative, which will be a collection of economic

development organizations, towns, cities, and special districts led by Douglas County to actively promote and market economic development and the positive attributes of Douglas County.

The intent of the Collaborative is to support and focus on economic development and recovery efforts by retaining and increasing primary employment opportunities, proactive business development, regional marketing, and events. This will be accomplished by actively engaging and educating regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County. The Collaborative Board will meet on a quarterly basis and will include the mayor, commissioner or board chair of the County, Castle Rock, Castle Pines, Lone Tree, Larkspur, Parker and the Highlands Ranch Metropolitan District; it will be chaired by a County Commissioner.

Public Comment: None.

Cheryl Poage moved to approve Ordinance No. 9.351 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Cheryl Poage moved to adjourn the meeting at 7:31 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: September 6, 2022

Submitted By: James Prior, Commander
Jamie Wynn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.564 - First Reading**
A Bill for an Ordinance to Approve Memoranda of Understanding Between Agencies By and Between the Town of Parker and Various Law Enforcement Agencies Concerning License Plate Recognition Sharing Detection Data and Hotlists
Department: Police, Jim Prior
Second Reading: September 19, 2022

EXECUTIVE SUMMARY

The Town of Parker Police Department recently purchased license plate readers for some of the patrol vehicles, as well as access to a national database that includes information obtained from various law enforcement agencies and commercial entities around the country. Certain law enforcement agencies are requesting the Town enter into a Memorandum of Understanding (MOU) related to the shared information. Staff is requesting Town Council approve this ordinance authorizing the MOUs that have been received to date, as well as all future MOUs from the law enforcement agencies participating in the database, after review by the Town Attorney's Office and provided they are deemed to be substantively similar to the sample attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Automated license plate reader (ALPR) systems combine high-speed cameras and sophisticated software to capture and convert license plate images into data that can be compared with information in other databases. Cameras used in ALPRs may be mobile or stationary and are small enough to be mounted on police cars. These high-tech devices allow the Parker Police Department to compare plate numbers against those of stolen cars or cars being driven by persons suspected of being involved in criminal activities. Automatic license plate recognition eliminates the tedious process of manually recording numbers. When a vehicle speeds by, it is difficult for an officer to immediately record a car's license plate number. The ALPRs record the license plate number in real-time. Automatic processes relieve officers of tedious and time-consuming tasks, giving valuable time back to them during their shift. Alerts can be raised from

the ALPR system to officers and advise them why the vehicle is of interest. It can silently record the time and location of the match for later review, which can aid investigations.

The Town of Parker Police Department recently purchased license plate readers for some of the patrol vehicles, as well as access to a national database that includes information obtained from various law enforcement agencies and commercial entities around the country. Access to this database and the information contained within the database could assist in pursuing certain criminal investigations. Some of the law enforcement agencies that upload information into the database are requesting the Town of Parker enter into a Memorandum of Understanding (MOU) with that individual agency in order to share information. As the received MOUs have all been based on a template provided by the service, with the only difference being the individual agencies' information, Staff is requesting the Town Council authorize approval of the MOUs that have been received to date, as well as the approval of all future MOUs from the law enforcement agencies participating in the database, after review by the Town Attorney's Office and provided they are deemed to be substantively similar to the sample attached to the ordinance.

FINANCIAL IMPACT

There are no additional financial impacts at this time.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.564

RECOMMENDED MOTION

I move to approve Ordinance No. 1.564 on first reading and to schedule a second reading for September 19, 2022, as part of the consent agenda.

ORDINANCE NO. 1.564, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDA OF UNDERSTANDING BETWEEN AGENCIES BY AND BETWEEN THE TOWN OF PARKER AND VARIOUS LAW ENFORCEMENT AGENCIES CONCERNING LICENSE PLATE RECOGNITION SHARING DETECTION DATA AND HOTLISTS

WHEREAS, each Memorandum of Understanding Between Agencies allows for the sharing of collected license plate recognition data (*e.g.*, scanned license plates) and hotlists (defined as “informational data files” which can contain information on stolen or wanted vehicles, including vehicles associated with Amber Alerts) for law enforcement agencies that are a part of the Vigilant Solutions hosted system;

WHEREAS, any future Memorandum of Understanding from a requesting law enforcement agency related to the Vigilant Solutions hosted system is anticipated to be substantially similar, if not identical, with the exception of the requesting agency’s name and location, to the sample that has been provided to and reviewed by this Town Council; and

WHEREAS, the ability to have access to this information as well as to share information with other agencies provides for increased law enforcement efficiency and effectiveness; and

WHEREAS, the agreement to enter into each Memorandum of Understanding is based on an intentional clicking of a box stating that the Parker Police Department agrees to share and receive information with the respective law enforcement agency requesting the Memorandum of Understanding.

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

Section 1. The Town Council of the Town of Parker hereby approves Memoranda of Understanding Between Agencies by and between the Town of Parker and various law enforcement agencies concerning license plate recognition sharing detection data and hotlists, a sample of which attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Town to enter into all current and future individual Memoranda of Understanding, subsequent to review and approval by the Town Attorney’s Office to confirm that the specific Memorandum of Understanding is substantially similar to the sample attached hereto.

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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING BETWEEN AGENCIES

License Plate Recognition (LPR) Equipped

Law Enforcement Agencies

FOR SHARING LPR DETECTION DATA AND HOTLISTS

I. OVERVIEW

A. Introduction:

The purpose of this "Memorandum of Understanding" (MOU) is to outline conditions under which the Agency Parties and will share and use "LPR detection data" (scanned plates) and/or "hotlist" information as defined on the last page of this MOU. The Motorola Solutions' hosted system provides for simple point-and-click data sharing between credentialed Agency Managers with data sharing privileges enabled by their respective agencies.

This MOU provides a basic understanding for the sharing of data between agencies; any additional requirements (liabilities, governing law, etc) should be documented separately in a written agreement between agencies.

B. Background:

License Plate Recognition (LPR) is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hotlist," and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and agency defined-information.

LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. LPR systems have all the necessary equipment to scan

plates, notify the user of a vehicle hit, and upload the LPR detection data into an LPR repository for retention and research.

The Agencies entering into this MOU, realizing the mutual benefits to be gained by sharing information, seek to share LPR detection data and/or hotlist information as defined on the last page of this MOU.

II. AUTHORIZED RELEASE OF INFORMATION

A. Sharing of Information:

Each Agency Party authorizes access to its LPR detection data and/or hotlist information as defined on the last page of this MOU residing in its Motorola Solutions account to other Agency Parties as permitted by applicable state law. An Agency Party that does not want certain information made available to any other Agency Party is responsible for ensuring that the information is not made available for data sharing. There is no obligation to share LPR detection data and/or hotlist information with any Agency Parties based solely on this MOU.

B. Limitation on Information Sharing:

LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of the Agency Parties who have an approved login and password ("Authorized Users"), and a need and/or right to know.

III. INFORMATION OWNERSHIP

A. Ownership:

Each Agency Party retains control of all information in its account. Each Agency Party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

B. Release of Information:

Agency Parties and authorized users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.

C. Unauthorized Requests:

If an Agency Party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Agency Party shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

D. Public Record Requests, Subpoenas and Court Orders:

Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by that Agency Party shall immediately provide a copy of the Legal Request to the Source Agency, prior to providing a response to the Legal Request.

IV. USER ACCESS

A. Login Application Process:

Each Agency Party's Agency Manager is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency Manager. The Agency Manager shall have discretion to deny or revoke individual access for their respective agency.

B. Login Assignment:

Each Authorized User will be issued a user login and a password by the Agency Manager. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

C. Termination of Logins:

Each Agency Manager is responsible for timely removal of any login accounts as Authorized Users leave the Agency, no longer qualify for access into the system, or are denied access by the Agency Manager for any other reason.

D. Intended Use:

Each Authorized User agrees that LPR detection data, hotlist information, and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

E. Limitations on Use of Logins:

An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

F. Audit Trail:

Each transaction is to be logged, to include a Case Number, and an audit trail created. Each Agency Manager shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the agency manager to complete the internal audit. Each agency manager shall maintain the audit trail pursuant to the retention policies of that Agency Party. Requests for transaction logs shall be made in writing to the Agency Manager, who shall provide the logs to the requesting party within a reasonable amount of time.

V. CONFIDENTIALITY OF INFORMATION

A. Information Confidentiality:

Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations or undercover operations, jeopardizing officer or public safety.

B. Internal Requests for Information:

An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information, but may refer the requestor to the Source Agency.

C. Removal or Editing of Records:

Agency Parties shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

VI. MOU TERMS

A. Term:

This MOU will commence upon its creation, which occurs on the date that the data share takes place within the Motorola Solutions hosted platform. It may be terminated at any time when an Agency Manager revokes data sharing access from another agency.

VII. EXECUTION OF MOU

This MOU is executed by the Parties below, for the below-described data. Each Party acknowledges that it has received a copy of this MOU, and will comply with its terms and conditions. Each Party certifies that he/she is authorized by its Party to execute this data sharing relationship.

Data Shared Between Parties:

Sharing Agency:

Agency Manager Authoring Share:

Title:

Receiving Agency:

Agency Manager Receiving Share:

Title:

Date of MOU:



Request for Town Council Action

Date: September 6, 2022

Submitted By: Carson Byerhof, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 2.280 - First Reading**
A Bill for an Ordinance Approving and Accomplishing the
Annexation of Contiguous Unincorporated Territory Known
as the Chambers Road North of Belford Avenue Right-of-Way
Property in Douglas County
Department: Community Development, Carson Byerhof
Second Reading: September 19, 2022

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex the Chambers Road right-of-way (ROW) from E-470 south to the future Belford Avenue that is currently under construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the Town annexed and zoned the Chambers Highpoint Planned Development (PD) located at the southwest corner of Chambers Road and E-470. However, the annexation did not include the adjacent Chambers Road ROW. The Chambers Highpoint Annexation Agreement requires the construction of Belford Avenue west of Chambers Road and a new traffic signal at the intersection of Chambers Road and Belford Avenue.

Belford Avenue west of Chambers Road is now under construction and a new traffic signal at the intersection of Chambers Road and Belford Avenue will be installed as part of the project. The section of Chambers Road adjacent to Chambers Highpoint PD, including the intersection of Chambers Road and Belford Avenue, is still in Douglas County. The County has requested that the Town assume responsibility for the operation and maintenance of the new traffic signal.

The new traffic signal at the intersection of Chambers Road and Belford Avenue will serve the Chambers Highpoint PD and is necessary for traffic operations on Belford Avenue. The Town already maintains the existing traffic signals at the E-470 interchange with Chambers Road traffic to the north. It is therefore appropriate for the Town to assume maintenance responsibility for the new traffic signal that is required by the Town through the Chambers Highpoint

Annexation Agreement. The proposed annexation will align the Town's boundaries with the adjacent Chambers Highpoint PD and support the future maintenance of the new traffic signal at the intersection of Chambers Road and Belford Avenue.

On August 1, 2022, the Town Council approved Resolution 20-044 which determined that the annexation petition substantially complies with C.R.S. § 31-12-107(1) and which set the required public hearing on the Annexation Petition for September 19, 2022.

The Town has identified the Chambers Road ROW adjacent to the Chambers Highpoint PD as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirement of the Municipal Annexation Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the standards of review contained in the Municipal Code, Town Charter and the Act. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

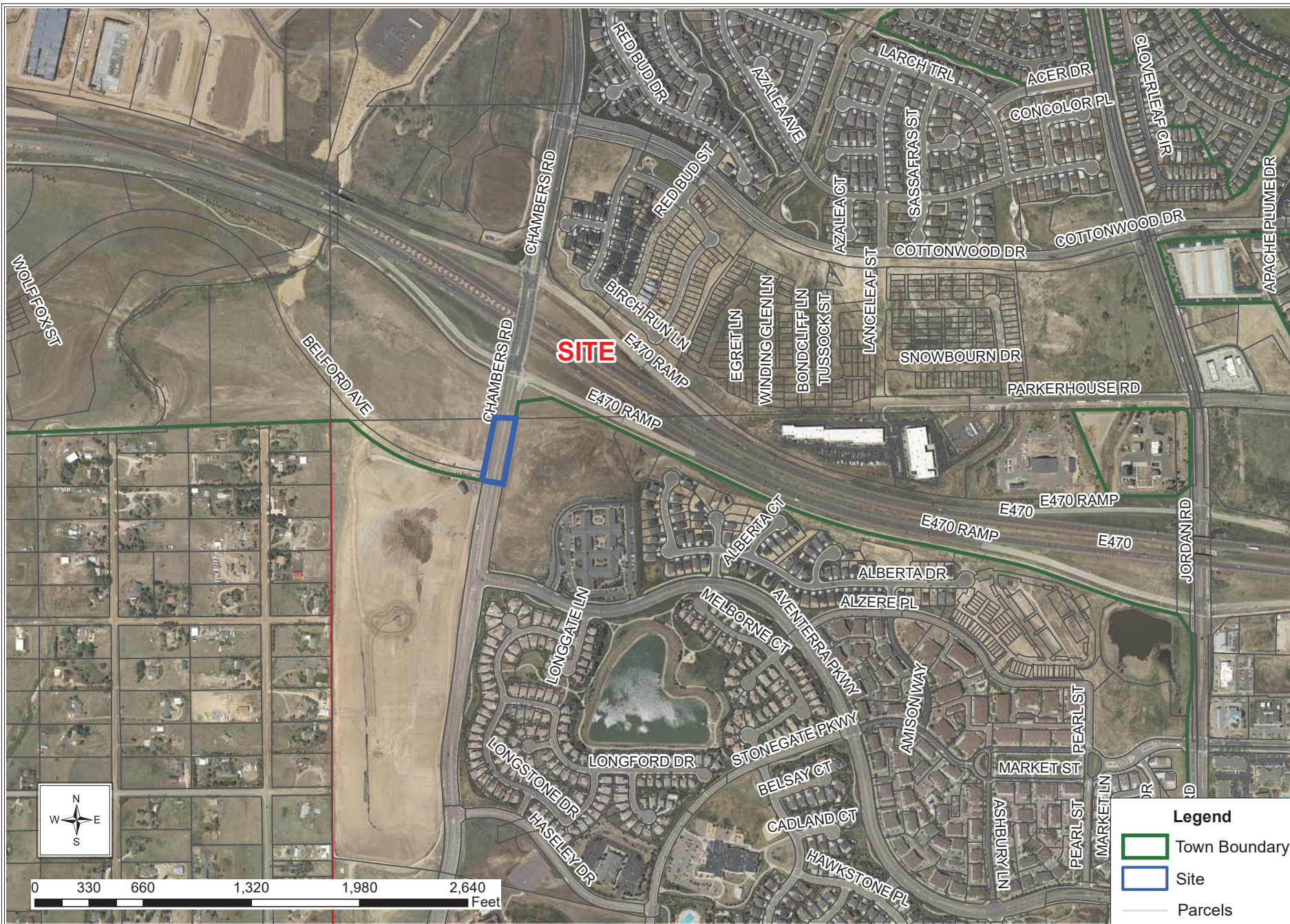
1. Vicinity Map
2. Ordinance No. 2.280

RECOMMENDED MOTION

I move to approve Ordinance No. 2.280 on first reading and to schedule second reading for September 19, 2022, as part of the consent agenda.

Chambers Road North of Belford Avenue

ROW Annexation



ORDINANCE NO. 2.280, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD NORTH OF BELFORD AVENUE RIGHT-OF-WAY PROPERTY IN DOUGLAS COUNTY

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

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

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

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

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

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

Section 3. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 4. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 5. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 6. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 7. 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 8. 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 9. 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

Legal Description

A parcel of land being that portion of Chambers Road As shown in Stonegate Filing No. 16, recorded at Reception No. 00091584 in the official records of the Douglas County, Colorado Clerk and Recorder's Office, lying north of the southeasterly extension of the southerly boundary of that certain parcel of land described at Reception No. 2010056675 in said official records, situated in the northwest quarter of Section 8, Township 6 South, Range 66 West of the Sixth Principal Meridian, said County and State.

Containing an area of 1.092 acres, (47,578 square feet), more or less.



Request for Town Council Action

Date: September 6, 2022

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.309.1 - First Reading**
A Bill for an Ordinance to Approve the First Amendment to the Amended and Restated Intergovernmental Agreement By and Between the Town of Parker, Colorado and Cherry Creek South Metropolitan District No. 4
Department: Town Attorney, Jim Maloney
Second Reading: September 19, 2022

EXECUTIVE SUMMARY

The purpose of this Ordinance is to approve an amendment to the intergovernmental agreement with Cherry Creek South Metropolitan District No. 4 (the "District"). The second reading on the ordinance is scheduled for September 19, 2022.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On June 15, 2020, the Town entered into an intergovernmental agreement with the District (the "IGA"). Exhibit C to the IGA describes, in part, certain improvements that the District is responsible for maintaining. The purpose of this amendment to the IGA is to provide that the District is responsible for the maintenance of the streetscape, including the treelawn, as described in the final plat for Tanterra Filing No. 1.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.309.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.309.1 on first reading and to schedule second reading for September 19, 2022, as part of the consent agenda.

ORDINANCE NO. 9.309.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4

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 First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker, Colorado, and Cherry Creek South Metropolitan District No. 4, 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

TOWN OF PARKER FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into as of this ____ day of September 2022, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are authorized to cooperate and contract with one another to provide any function, service or facility each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Amended and Restated Service Plan approved by the Town on June 15, 2020 by Town Council Resolution No. 20-021 (the “Service Plan”); and

WHEREAS, the Parties entered into an Amended and Restated Intergovernmental Agreement dated May 18, 2020, in order to memorialize various obligations of the Parties, including operations and maintenance responsibilities, as further described in the Service Plan (the “Agreement”); and

WHEREAS, the Parties desire to amend Exhibit C of the Agreement to provide for the operations and maintenance of streetscape improvements adjacent to the community pool and clubhouse; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Amendment of Exhibit C. Exhibit C to the Agreement is hereby amended to include the following:

- Streetscape, including the treelawn and median, located adjacent to Lot 1/Community Park Tract, as described in the final plat for Tanterra Filing No. 1

2. Prior Provisions Effective. Except as specifically amended as set forth above, all other provisions of the Agreement shall remain in full force and effect.

3. Counterpart Execution. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. Incorporation. The recitals set forth above are incorporated in and made a part of this First Amendment.

[Signature Pages Follow.]

IN WITNESS WHEREOF, this First Amendment is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffman, Town Attorney

[Signature page 1 of 2 to First Amendment to IGA between the Town of Parker and Cherry Creek South Metropolitan District No. 4]

**CHERRY CREEK SOUTH
METROPOLITAN DISTRICT NO. 4**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Kurt Wolter, President

ATTEST:

Kim Jensen, Secretary

***[Signature page 2 of 2 to First Amendment to IGA between the Town of Parker and Cherry
Creek South Metropolitan District No. 4]***



Request for Town Council Action

Date: September 6, 2022

Submitted By: Jamie Wynn, Deputy Town Attorney
James Prior, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.565 - First Reading**
A Bill for an Ordinance to Approve the Working
Memorandum of Understanding by and between the Town of
Parker and Douglas County Human Services Concerning
Adult Protection
Department: Town Attorney, Jamie Wynn
Police, Jim Prior
Second September 19, 2022
Reading:

EXECUTIVE SUMMARY

Generally every four years, the Douglas County Department of Human Services (DHS) and the Town of Parker Police Department enter into a Memorandum of Understanding (MOU) related to the reporting of, responding to, and the investigation of, allegations regarding the mistreatment, exploitation, and self-neglect of at-risk adults. The MOU is adopted pursuant to statutory requirements obligating each county DHS and law enforcement agency to enter into cooperative agreements to coordinate the investigative duties to ensure the protection of at-risk adults.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The currently drafted Memorandum of Understanding (MOU) is an updated draft of an MOU entered into between the Douglas County Department of Human Services (DHS) and the Town of Parker Police Department (PD) in 2017. Generally, the MOU between DHS and Parker PD is entered into every four years, but with the recent pandemic, this one was slightly delayed. This MOU is for the purpose of coordinating the investigative duties of DHS and Parker PD to ensure the protection of at-risk adults. As the statutory citations in past MOUs have changed with some frequency, the current draft has removed most of the specific statutory citations to ensure the references continue to be accurate in the future, as well as removing exhibits that were not referenced in the MOU or included outdated citations. Substantively, the MOU is similar to the prior versions.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.565

RECOMMENDED MOTION

I move to approve Ordinance No. 1.566 on first reading and to schedule a second reading for September 19, 2022, as part of the consent agenda.

ORDINANCE NO. 1.565, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE WORKING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY HUMAN SERVICES CONCERNING ADULT PROTECTION

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 Working Memorandum of Understanding by and between the Town of Parker and Douglas County Human Services concerning Adult Protection, 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

**WORKING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF PARKER
AND
DOUGLAS COUNTY DEPARTMENT OF HUMAN SERVICES
AND
DOUGLAS COUNTY HUMAN SERVICES
ADULT PROTECTION**

PURPOSE:

To clarify the coordinated duties and responsibilities of the Douglas County Department of Human Services, Department of Adult Protective Services (“APS”) and the Town of Parker (“Town”) involved in reporting, responding to, and investigating reports regarding the mistreatment, exploitation, and self-neglect of at-risk adults.

This Memorandum of Understanding (“MOU”) is specific to the Town of Parker, Parker Police Department. Individually and collectively, the Town of Parker Police Department and the Douglas County Department of Human Services may be referred to as “Agency” or “Agencies.”

TERM OF MEMORANDUM OF UNDERSTANDING:

This MOU will commence upon the date of the final signature and will be in effect for no more than four (4) years. Changes in the MOU may be made at any time by mutual consent of APS and the Town. Nothing in this MOU shall substitute or represent a change in either Agency’s legally mandated responsibilities. APS and the Town may seek the consultation of respective state programs in the development or revision of the MOU.

STATUTORY AUTHORITY:

The Colorado Revised Statutes require each county department of human services and law enforcement agencies to develop and implement cooperative agreements to coordinate the investigative duties to ensure the best protection for at-risk adults.

PRINCIPALS OF THE MEMORANDUM OF UNDERSTANDING:

In accordance with the Colorado Revised Statutes, this MOU is made to ensure a coordinated response to reports of mistreatment, provide for special requests for assistance from one Agency to another, and arrange for joint investigation(s) when needed to maximize the effectiveness of the response. It is understood that joint investigations may be used as a means to coordinate the efforts of the involved Agencies, and that each individual Agency remains accountable to its own rules, policies, and statutes.

It is understood that APS shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults. Reports made to APS indicating possible criminal activity must be referred to local law enforcement, as provided for in statute.

It is understood that APS is responsible for reporting and responding to allegations of abuse, neglect, and exploitations, as defined in the Colorado Code of Regulations.

It is understood that nothing contained herein shall be deemed to limit, waive, or in any way alter any statutory or constitutional authority or immunity held by the Town or any of its employees.

It is understood that nothing contained herein shall be deemed to subject the Town to any jurisdiction, regulation, or limitation of action not specifically imposed by any statute or constitutional provision. All statutory or constitutional authority or discretion possessed, held, or exercised by the Town or any of its employees is unaffected by this MOU. It is understood that nothing contained herein shall give rise to a cause of action against, or to incur or create liability by, the Town or any of its employees, brought by anyone, either in a personal or official capacity.

JOINT INVESTIGATION PROCEDURE AND GUIDELINES:

Some reports may need to be jointly investigated. Either APS or the Town, through the Parker Police Department, may request assistance from the other Agency in the investigation and assessment of the at-risk adult's safety and well-being.

The coordination between the Town of Parker Police Department and APS in conducting investigations will assist each Agency in ensuring the safety of the at-risk adult in the most expedient manner possible. All investigations conducted by the Town of Parker Police Department and APS shall not interfere with and shall cooperate with any investigation conducted by law enforcement.

RESPONDING TO REPORTS OF MALTREATMENT:

Joint investigations may be needed and can maximize the effectiveness of the civil and criminal investigative process. Should a joint investigation occur, it is understood that each Agency remains accountable to its own rules, policies and statutes. It is understood that each Agency shall accept reports of known or suspected mistreatment, abuse, exploitation, and neglect of at-risk adults.

Either Agency under this MOU may request assistance from the other agency for an assessment or investigation of an at-risk adult's safety or well-being. Either Agency may request stand-by assistance from another agency as well. Staff representing local mental health, domestic violence, and/or development disability agencies may also be part of a joint investigation. APS will be the lead Agency in noncriminal joint investigations. The applicable law enforcement Agency will be the lead Agency in criminal joint investigations. In the event of a joint investigation, a response plan will be developed between both the agencies.

Joint investigations or stand-by assistance may be utilized when:

- 1) there is pain and/or injury as demonstrated by but not limited to, substantial or multiple bruising, bleeding, malnutrition, dehydration, burns, fractures, poisoning, subdural hematoma, soft tissue swelling, human bite marks, rope burns, suffocation, history of repeated emergency room or hospital admissions or evidence of past injuries that have not properly healed;
- 2) unreasonable confinement or restraint has been imposed;
- 3) nonconsensual sexual contact or contact classified as a crime in Colorado;

- 4) caretaker - or any other person with legal standing or a person with undue influence on the client- neglect threatens the at-risk adult's safety or well-being;
- 5) financial exploitation has occurred or is occurring and the exploitation is a crime in Colorado;
- 6) it is determined prescription/medication fraud may be involved;
- 7) threats of violence, if the presence of firearms makes it unsafe or perceived to be unsafe for Douglas County Human Services caseworkers, intoxication, or any illegal activity is present that threatens the at-risk adult's or Department staff's safety; or
- 8) specialized interviewing skills might be required.

Additional warning signs of mistreatment, abuse, exploitation and neglect may be present. (See Attachment: Indicators of Mistreatment, Abuse, Exploitation and Neglect)

INFORMATION SHARING AND CONFIDENTIALITY:

The sharing of information, if not prohibited under statute, federal law, or other legal authority, including court orders, between the Town of Parker Police Department and APS will assist each Agency in understanding details about the case that will enable a more efficient approach to improving the safety of the client and provision of services. Additionally, each Agency shall maintain the confidentiality of any information exchanged pursuant to such joint investigations as required by statute, other legal authority, and each Agency's policies.

Statute, federal law, and other applicable authority, including each Agency's policies, regarding confidentiality for respective programs will be followed with respect to any information obtained by or shared between the agencies. A written release of information will be obtained from the client or the client's guardian when appropriate or when required by mandate or Agency policy.

Disclosure of APS program and case information shall be permitted only when authorized by law or ordered by the court. Pursuant to statute, APS staff is allowed to share with service providers and responsible parties involved in the matter the limited information necessary for improving the safety and protection of the victim.

Nothing contained herein shall be deemed an agreement by the Town of Parker Police Department to be governed, regulated, or subjected to the Health Insurance Portability and Accountability Act ("HIPPA") or any related provisions.

DISPOSITION OF REPORTS:

All referrals and reports shall be made available to the Town of Parker Police Department upon request at any time. The Report will include the following items if available and as reported:

- 1) name, address and age of the at-risk adult;
- 2) name and contact information for the reporter. If the reporter asks for anonymity, the Department will have a prior discussion with the Town of Parker Police Department;

- 3) name and address of the adult's caretaker, if any;
- 4) suspected or confirmed nature and extent of the adult's injury(ies), if any;
- 5) nature and extent of the condition(s) that already resulted in or will result in mistreatment, abuse, neglect, financial exploitation, and/or exploitation by other or self-imposed;
- 6) any and all reports or statements needed for a criminal prosecution; and
- 7) any other pertinent information.

ADULT PROTECTION TEAM:

The Department of Human Services' at-risk adult protection team ("Team") was created pursuant to Senate Bill 91-84 and Colorado Revised Statute 26-3.1-103(3). The Team consists of representatives from APS, Douglas County Sheriff's Office, other law enforcement agencies, the District Attorney's Office, mental health, developmental disabilities, and reasonable affiliated community agencies or representatives that have a bearing on this population. The Team may discuss referrals and open/pending cases only when they have convened in executive session, all public attendees have left, and all remaining members of the Team or consulting guests have signed a Confidentiality Statement. Team members function in a consultative role and may provide suggestions on how to address or proceed with difficult cases, access and coordinate resources, and involve other agencies/entities not present.

BUSINESS AND NONBUSINESS HOURS OF OPERATION:

APS accepts reports of abuse, exploitation, and neglect during normal business hours. Reports should be made to the Hotline at (303) 663-6270. During nonbusiness hours or in the event of a county/department closure, reporters should call 911 and the appropriate law enforcement agency will coordinate with APS. The law enforcement agency should fax reports to the Adult Protective Services Unit on the next business day at **877-285-8988** or APSReferrals@douglas.co.us and/or send reports to Adult Protective Services via the CARES shared reporting system.

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

DOUGLAS COUNTY DEPARTMENT OF HUMAN SERVICES

Dan Makelky, Director
Douglas County Human Services

Date

THE TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor
Town of Parker, Colorado

Date

ATTEST:

Chris Vanderpool, Town Clerk
Town of Parker, Colorado

Attachment:

Indicators of Mistreatment, Abuse, Exploitation and Neglect

Physical abuse includes hitting, slapping, pushing, kicking, burning, confining, or restraining an adult. Some signs of physical abuse are:

- Injuries, such as bruises, welts, burns, lacerations or abrasions, and fractures that are inconsistent with the explanation
- Human bite marks and/or hair loss by pulling
- Multiple injuries, especially in various stages of healing
- Signs of confinement, such as rope-burns on wrists, ankles, neck, torso
- A history of repeated emergency room or hospital admissions
- Evidence of past injuries that have not properly healed

Sexual abuse is sexual activity or touching without the adult's consent or understanding.

Some signs of sexual abuse are:

- Unexplained pregnancy or sexually transmitted disease
- Reported sexual assault
- Difficulty in walking or sitting
- Torn, stained, or bloody underclothing
- Bruises, bleeding, or other injuries of the genital or anal areas
- Vaginal discharge
- Unexpected reluctance to cooperate with toileting and/or physical examination of genitalia

Self-abuse is the infliction of injury to the adult by the adult's own hand or volition. Some signs of self-abuse are:

- Head injuries from repeated head banging
- Bleeding or malformed fingertips from excessive finger biting or finger sucking
- Injuries to genitalia from the insertion or rubbing of abrasive and/or sharp objects
- Self-inflicted cuts or skin tears
- Hair loss from hair pulling
- Suicide attempts

Neglect is a lack of physical care, health care, or necessary medication, food, shelter, or clothing provided to an at-risk adult by a caregiver. Some signs of caregiver neglect are:

- Untreated medical conditions.
- Improper administration of medications, other drugs, and/or alcohol to "control" the adult
- Malnourishment, indicated by fatigue, dizziness, weight loss and decreased immune system response
- Dehydration, indicated by persistent fatigue, lethargy, muscle weakness or cramps, headaches, dizziness, and confusion
- Unclean physical appearance, soiled clothing, decayed teeth, broken glasses, and overgrown nails
- Bedsores

- Being left alone for long periods of time when the adult is in need of supervision and assistance
- Frequent falls
- Unsanitary conditions in the home
- Wandering or getting lost
- History of fires or burns from smoking or cooking
- Confusion, disorientation, or memory impairment
- Inability to receive or communicate information regarding his/her needs

Financial Exploitation is the use of an at-risk adult's money or property for another's benefit.

Some signs of financial exploitation are:

- Unpaid monthly bills
- Bounced checks
- Missing income checks
- Income or assets are being or were used by a financial agent or other person without the adult's consent or without regard for the adult's wishes and directions
- Questionable transfers of assets or property
- Adult is denied access to his/her funds
- Abuse of authority granted under a power of attorney
- Identity theft
- Undue influence

Exploitation of at-risk adults may not always involve financial issues. Some examples of exploitation, other than financial exploitation, are:

- Forcing a frail adult to panhandle
- Using the home or property of the adult for the production, sale, and distribution of illicit drugs
- Prostituting an adult who is unable to effectively communicate or report such exploitation

Self-neglect occurs when an at-risk adult cannot or does not care for himself or herself.

Choice of lifestyle, by itself, is not proof of self-neglect. Some signs of self-neglect are:

- Untreated medical conditions
- Noncompliance with or inability to take medications as prescribed
- Malnutrition or dehydration
- Inadequate or inappropriate diet
- Unclean physical appearance, soiled clothing, decayed teeth, broken glasses, and/or overgrown nails
- Bedsores
- Frequent falls
- Unsanitary conditions in the home
- Wandering or getting lost
- History of fires or burns from smoking or cooking
- Confusion, disorientation, or memory impairment
- Inability to receive or communicate information regarding his/her needs



Request for Town Council Action

Date: September 6, 2022

Submitted By: Jamie Wynn, Deputy Town Attorney
James Prior, Commander

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.566 - First Reading**
A Bill for an Ordinance to Approve the Working
Memorandum of Understanding by and between the Town of
Parker and Douglas County Department of Human Services
Concerning Child Welfare
Department: Town Attorney, Jamie Wynn
Police, Jim Prior
Second Reading: September 19, 2022

EXECUTIVE SUMMARY

Generally every four years, the Douglas County Department of Human Services (DHS) and the Town of Parker Police Department enter into a Memorandum of Understanding (MOU) to set forth the respective roles and responsibilities of each agency related to investigations involving allegations of child abuse and neglect. The MOU is adopted based upon the statutory authority of each agency with respect to investigations that involve child welfare matters.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The currently drafted Memorandum of Understanding (MOU) is an updated draft of an MOU entered into between the Douglas County Department of Human Services (DHS) and the Town of Parker Police Department (PD) in 2017. Generally, the MOU between DHS and Parker PD related to child welfare investigations is entered into every four years, but with the recent pandemic, this current one was slightly delayed. This MOU is for the purpose of coordinating the investigative duties of DHS and Parker PD to ensure the protection of children who may be suffering from abuse and/or neglect. As the statutory citations in past MOUs have changed with some frequency, the current draft has removed most of the specific statutory citations as well as updated other information. Substantively, the MOU is similar to the prior versions.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.566

RECOMMENDED MOTION

I move to approve Ordinance No. 1.566 on first reading and to schedule a second reading for September 19, 2022, as part of the consent agenda.

ORDINANCE NO. 1.566, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE WORKING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY DEPARTMENT OF HUMAN SERVICES CONCERNING CHILD WELFARE

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 Working Memorandum of Understanding by and between the Town of Parker and Douglas County Department of Human Services concerning Child Welfare, 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

**WORKING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF PARKER
AND
DOUGLAS COUNTY DEPARTMENT OF HUMAN SERVICES

CHILD WELFARE**

Child abuse and neglect are community problems requiring a cooperative response from both law enforcement and child protection. In order to enhance the inter-disciplinary approach and protect the children of Douglas County, the following has been agreed upon by and between the Town of Parker ("Town") and the Douglas County Department of Human Services ("Department").

This Memorandum of Understanding ("MOU") is specific to the Town of Parker, Parker Police Department. Individually and collectively, the Town of Parker Police Department and the Douglas County Department of Human Services may be referred to as "Agency" or "Agencies."

The MOU is not meant to supersede either Agency's current policies or procedures for the investigation of child abuse and neglect. The goal of the MOU is to define the lines of communication between the responding Agencies that will result in cooperative, joint decision-making. This MOU will commence upon the date of the final signature and will be in effect for no more than four (4) years.

A. Purpose

This MOU sets forth the respective roles and responsibilities in joint investigations and allows for special requests by one Agency for assistance from the other Agency.

B. Intra-Familial Abuse and Neglect Cases

The Department of Human Services is primarily responsible for coordinating the investigations involving intra-familial abuse and neglect. Investigations will be done in conjunction with the Town. To the extent permitted by law, there will be open communication between the Agencies involved in the investigation. Law enforcement will make the determination as to whether a criminal investigation and action is warranted. The question of whether protective custody of the child/children is warranted will generally be determined by Douglas County Department of Human Services, the Office of the County Attorney and a Judicial Officer (judge or magistrate), or Law Enforcement. Generally, the Colorado Revised Statutes, Title 19, Children's Code is the relevant law, though other Statutes and legal authority may also be relevant for specific matters. The Department of Human Services will report to the Child Protection Team for any continued recommendations.

C. Third-Party Abuse and Neglect

The Town, through its Police Department, is responsible for the coordination and investigation of all third-party abuse and neglect matters, as defined by statute, in conjunction with Human Services, if appropriate. Specific third-party cases investigated by a law enforcement agency (with the exception of institutional abuse or neglect) will not require immediate notification to the County Department of Human Services, but will require submission of an investigative report to

the County Department for submission to the State Department, in the manner prescribed by the State Department, within sixty (60) days after the receipt of the report by the County Department.

D. Reports Requiring Joint Review and Investigations

Initial reports of sexual abuse, physical abuse, and severe neglect are to be reviewed by Douglas County Human Services and the Town, through its Police Department, and a decision will be made by those Agencies as to the need for a joint investigation. Statute requires reports of known or suspected child abuse or neglect to be made immediately to the county department or the local law enforcement agency. Statute mandates that investigations of intra-familial abuse be conducted in conjunction with the local law enforcement agency, to the extent that a joint investigation is possible and deemed appropriate, and any other appropriate agency. Statute also designates the local law enforcement agency as having primary responsibility for the investigation of abuse or neglect of a child by a third party over ten years of age. If the law enforcement agency determines that human services are necessary for the child, the Agency may request assistance from the county department and the county department shall immediately respond to the request for services or assistance, as deemed appropriate by the county department.

Specific cases which require Human Services investigation only will not require immediate telephone contact, but shall require written notification to the appropriate law enforcement agency be means of a written report. Copies of all reports are sent to the District Attorney, Law Enforcement Agencies (separated by jurisdiction), and Special Crimes Units.

E. Protective Custody

Pursuant to Statute, Law Enforcement officers may take a child into temporary custody without a court order. In most situations, the County Department of Human Services will facilitate the court order in conjunction with the County Attorney and the on-call judge, juvenile judge or magistrate.

F. Discretionary Joint Review and Investigation

Reports that may require a review and joint investigation are:

- 1) Death of a child with surviving siblings. Law enforcement may also coordinate investigations with the Coroner's Office;
- 2) Moderate to severe physical abuse by any relative, guardian, step-parent, spousal equivalent, boyfriend, girlfriend, and or other persons continuously in the child's home;
- 3) All serious head trauma injuries;
- 4) All injuries involving ruptured or damaged major organs, unexplained abdominal injuries or other injuries consistent with nonaccidental trauma;
- 5) All fractures, which are unexplained, multiple or in various stages of healing or where the reason given for the fracture is inconsistent with the injury;
- 6) All second- or third-degree burns, all cigarette burns and/or other burns consistent with nonaccidental trauma;

- 7) All other serious injuries, including serious bruising or injuries that constitute serious bodily injury, as defined by Statute, which are unexplained or inconsistent with the history provided;
- 8) Nonorganic failure to thrive;
- 9) Medical neglect that results in bodily injury, serious bodily injury or death;
- 10) Sexual abuse by any parent, relative, guardian, step-parent, spousal equivalent, boyfriend, girlfriend and other persons continuously in the child's home;
- 11) Repeated reports of abuse to the child or siblings or other children residing in the home;
- 12) Repeated law enforcement responses for domestic violence in the child's home;
- 13) Illegal drug activity in the child's residence;
- 14) Severe environmental neglect;
- 15) Suspected danger to county department investigators;
- 16) When a parent or guardian refuses access to the children by the county department, or refuses to permit medical examinations of the children;
- 17) The need for placement or protective custody is not otherwise specified;
- 18) Physical or sexual abuse in an institution or home day care, day care center, foster home, group home, residential child care facility or institution operation licensed by the Colorado State Department of Human Services;
- 19) Child tests positive for Schedule I or II controlled substance, or a child is found on the premise where a controlled substance is being manufactured or attempted to be manufactured;
- 20) Any other time one Agency requires the assistance of the other.

G. Joint Investigation Procedures

Once it has been determined that a joint investigation will be conducted the following procedures should be followed:

- 1) The receiving Agency will notify the other Agency as soon as possible. Each Agency will designate the persons to be notified and phone numbers where they can be reached. Record checks will also be completed and information shared when necessary by the Agencies involved;
- 2) The county department and the law enforcement agency will coordinate on the investigation and determine the responsibilities for each. In a criminal investigation the law enforcement agency is the lead investigator; however, child protection issues are the primary responsibility of the county department. Issues to be determined include, but are not limited to:

- a. When to initiate the investigation;
 - b. Where to conduct initial interview
(Sungate, as appropriate);
 - c. The order of interviews;
 - d. Preservation of evidence;
 - e. Follow up referrals for child and nonoffending parent.
- 3) The decision regarding removal of the children will be made by the county department of Human Services in coordination with law enforcement, the county attorney, and the court representative (judge or magistrate).
- 4) Pursuant to Statute, every effort should be made to minimize the number of interviews conducted with a child witness or victim. If additional interviews are necessary to complete an investigation, efforts should be made to have the same interviewer. A competent interviewer, according to the standards adopted by the investigating agency, must conduct interviews, interviews should be videotaped when practical and such recordings shall be preserved as evidence in the enforcement and the county department will exchange investigative reports.
- 5) If the child is placed by the county department, the county department will keep the law enforcement agency informed of the child's whereabouts and will inform the law enforcement agency of a contact person within the county department.
- 6) When a child has been treated for the suspected abuse or neglect injuries or is currently in the hospital, the law enforcement agency and the county department will consult with the treating physicians in order to obtain accurate medical information and additional family information.
- 7) If the county department has taken custody of a child that is hospitalized as a result of child abuse, it will notify law enforcement of the condition and whereabouts of the child on an ongoing basis.
- 8) Law enforcement or the District Attorney's Office will notify the county department if criminal charges are filed naming a child in its custody as a victim. If criminal charges are filed naming a child in county department custody, the department will be included as a "victim notification" contact.

H. Other Responsibilities of Investigators

- 1) All reports shall be investigated within statutory requirements. If there is a report where law enforcement is not available, child protection will intervene to maintain the safety of the children and the integrity of the investigation.
- 2) Human Services will be available 24 hours a day to respond to reports or make arrangements with law enforcement to investigate.
- 3) The alleged perpetrator will be interviewed by both Agencies on all intra-familial reports and as requested by law enforcement on third-party reports, whenever possible.

- 4) If Human Services is unable to participate in the interview, caseworkers will be allowed to watch the interview whenever possible or have access to video or audio taped interviews.
- 5) If the alleged perpetrator refuses to be interviewed, Human Services will notify the perpetrator of the allegations and document all efforts made to interview the alleged perpetrator.
- 6) This MOU is approved with the understanding that all reports of abuse and neglect are unique and may require alternative procedures for completion of the investigation.

H. Case Documentation/Reports

Every effort shall be made to provide law enforcement access to information in the Department's case files during an investigation of child abuse/neglect on the part of either law enforcement or a joint investigation. The Department shall make the case file or a copy of the case file available for law enforcement officials. Law Enforcement shall contact the Child Welfare Manager when requesting necessary documentation. The Department will make every effort to have the information available within 24-72 hours of the requests, unless it is an emergency, in which case the information will be provided as soon as possible. In the event the Department is in need of a corresponding police report, every effort shall be made to provide the information to the appropriate contact at the County Human Services Department.

I. Confidentiality

Reports and investigative information shall be confidential and not available to the public. Disclosure of information, including the child's name and address, names of caretaker or family members, reporting party's name and address, and any other identifying information contained in the report shall be permitted only when authorized by law or ordered by the court, as outlined in the Colorado Revised Statutes.

J. Amendments/Agreements

This interagency MOU may be amended or revised as agreed upon by the undersigned Agencies. Notice of proposed changes to the main body of this interagency MOU must be submitted in writing and agreed upon by all identified Agencies.

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

DOUGLAS COUNTY DEPARTMENT OF HUMAN SERVICES

Dan Makelky, Director
Douglas County Human Services

Date

THE TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor
Town of Parker, Colorado

Date

ATTEST:

Chris Vanderpool, Town Clerk
Town of Parker, Colorado



Request for Town Council Action

Date: September 6, 2022

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **License Agreement (Access to Parker Water Property)
Between Parker Water and Sanitation District and the Town
of Parker for the Purpose of Preliminary Investigations for the
Becket and Woodman Drive Connectivity Project**

Department: **Engineering and Public Works, Nathan
Klass**

EXECUTIVE SUMMARY

This license agreement will grant the Town of Parker, and its consultants, access to Parker Water and Sanitation District property for geotechnical and survey investigations of Woodman Drive. Investigations are needed for a potential project to connect Woodman Drive to Becket Drive to resolve a potential life safety access issue for the homes in the Parker Meadows Condos and the Ranch at Cottonwood communities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Several years ago, the Homeowners' Association for The Ranch at Cottonwood Condominiums (HOA) came to Town staff requesting the ownership of Becket Drive, east of Cottonwood Way, be transferred to the Town of Parker (currently a private roadway). Upon further investigation of the area and the adjoining Cottonwood residential neighborhood, it was discovered that there are approximately 140 homes with only one means of access/egress, creating a potential life safety issue for the residents. In order to resolve this life safety issue, a connecting road between Woodman Drive and Becket Drive will need to be constructed to create a second point of access/egress. Woodman Drive is a private roadway owned and maintained by Parker Water and Sanitation District (PWSD). As part of the coordination with PWSD regarding the potential Becket Drive connection, they have also requested a similar ownership transfer to the Town of Woodman Drive. A preliminary schematic design investigation including survey and geotechnical investigation is anticipated to commence in order to present to the HOA and PWSD with options necessary prior to moving forward with potential construction. A license agreement with PWSD is needed to allow for this investigation to commence.

FINANCIAL IMPACT

Funding for this project's design is secured through urban renewal funding.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. License Agreement

RECOMMENDED MOTION

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

LICENSE AGREEMENT (ACCESS TO PARKER WATER PROPERTY)

This License Agreement (this “Agreement”), dated as of _____, 2022, is between PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision with an address of 18100 E. Woodman Drive, Parker, Colorado 80134 ("Owner") and THE TOWN OF PARKER, COLORADO, a home rule municipal corporation, with an address of 20120 E. Mainstreet, Parker, CO 80138 (“Licensee”).

RECITALS

A. Licensee has requested permission to use the portion of Owner’s property as described in Exhibit A attached hereto (the “Property”) for the purposes of performing an investigative survey and geotechnical coring on the Property.

B. Owner has agreed to allow Licensee to make such use of the Property on the terms and conditions set forth below.

C. Pursuant to C.R.S. §29-1-203, the parties have the authority to enter into intergovernmental agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Licensee agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, Owner hereby grants a license (“License”) to Licensee to use the Property during the Term (as defined in Section 2 below) for the purpose specified in Recital A above. The License may be used by Licensee and Licensee’s employees, contractors, subcontractors, agents or others within the control of, or performing work on behalf of, Licensee (collectively “Licensee’s Agents”), solely for such purpose.

2. Term. The term of the License (the “Term”) shall commence on the date hereof and shall expire on April 1, 2023; provided, however, that (a) if Licensee is in default of any of Licensee’s obligations under this Agreement, then Owner shall have the right to terminate the License effective immediately upon notice to Licensee; and (b) Owner may terminate the License at Owner's will upon five (5) days' notice to Licensee.

3. License Fee. Upon execution of this Agreement, Licensee shall pay Owner \$0.00.

4. Licensee’s Obligations. Licensee (a) shall control, administer, operate, manage and maintain the Property and the conduct of all activities thereon pursuant to the License hereby granted in a professional, businesslike manner, in good condition and in accordance with all applicable legal requirements and any rules imposed by Owner, (b) shall not make any alterations to or construct any improvements on the Property (other than temporary erosion control devices as required by local jurisdictions, (c) shall be responsible for obtaining, at Licensee’s expense, any and all permits and approvals required in connection with the use of the Property by Licensee and Licensee's Agents, (d) shall, at Licensee’s expense, promptly repair

any damage to the Property that is caused by Licensee or Licensee's Agents, and clean up any spills or contamination of the Property resulting from the activities of Licensee or any of Licensee's Agents, (e) shall keep the Property free from all debris and in a clean and orderly condition, (f) shall not stockpile, or allow to be stockpiled, any soils or other materials of any kind on the Property, (g) shall not allow any servicing of any vehicles or equipment, or storage of any fuel, oil, lubricant, equipment or other items to occur on the Property, and prior to the expiration of the License, Licensee shall, at Licensee's expense, (1) use best and reasonable efforts to remove all erosion control measures, materials and any and all equipment and other items of Licensee's personal property from the Property, (2) use best and reasonable efforts to stabilize and revegetate all areas of the Property that have been disturbed in kind, (3) use best and reasonable efforts to clean up all debris and any spills or contamination of the Property resulting from the activities of Licensee or any of Licensee's Agents, and (4) use best and reasonable efforts to restore the Property to its prior contour and condition. Licensee or Licensee's Agents shall give Owner at least two (2) business days advance notice of the entry and identify the persons who will be doing any inspections or studies during that entry, and Owner shall have the right to have a representative present during the entry.

5. Exculpation of Owner; Indemnity. Licensee agrees that Owner shall not be responsible in any way for any loss of or damage to any person, vehicle, its contents or accessories, or any other property of any kind left on the Property, including all tools, equipment and the like, resulting from theft, vandalism, accident, conduct of other persons, fire, or any other casualty or cause whatsoever. Licensee understands that Owner will not provide any traffic control or security protection for the Property. Licensee further understands and agrees that Licensee and Licensee's Agents use the Property at their own risk, and Licensee assumes all risks in connection with such use of the Property. Licensee, as a material part of the consideration to Owner for the License, hereby waives all claims against Owner, its officers, employees, agents, and representatives (the "Indemnified Parties") with respect to all matters arising out of or relating to the Property and/or the use thereof by Licensee and Licensee's Agents.

6. Insurance. Licensee shall, at Licensee's sole cost and expense, at all times during the Term maintain a policy of general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000, and employer's liability insurance in the minimum amount of \$1,000,000, all with an insurance company and on a form reasonably acceptable to Owner, and naming the Indemnified Parties and any other party designated by Owner (collectively, the "Additional Insureds") as additional insureds. Such policy shall be primary and not contributing with any insurance that Owner may maintain. Prior to entering onto the Property, and thereafter at least 30 days prior to the expiration of any policy, Licensee shall provide Owner with a certificate of insurance evidencing that the Additional Insureds are all named as additional insureds and providing that such policy cannot be canceled or amended without 30 days prior written notice to Owner. In addition, Licensee

shall maintain workers compensation insurance as required under applicable law, and provide evidence thereof to Owner prior to entering onto the Property. Licensee shall also ensure that all of Licensee's Agents carry insurance meeting the requirements of this Section 6 naming the Additional Insureds as additional insureds under such policies, and provide evidence thereof to Owner prior to entering onto the Property.

7. No Liens. Owner acknowledges that, under the Colorado Mechanic's Lien Act and the Colorado Public Works Act, respectively: (i) the public works projects of a municipality cannot be the subject of a mechanic's lien and (ii) subcontractors, materialmen, mechanics, suppliers of rental equipment, and others have an adequate right of action for amounts lawfully due them from the contractor or subcontractor directly against the principal and surety of a public works contractor's bond.

8. No Hazardous Materials. Licensee shall not suffer or allow any Hazardous Materials to be placed or stored anywhere within the Property or to be Released from or onto the Property. For purposes of the foregoing, (a) "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials, (b) "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Safe Drinking Water Act, 42 U.S.C. Sections 300f et seq., as said laws have been, or may hereafter be, supplemented or amended, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance relating to protection of health, safety or the environment, and (c) "Release" means any spilling, leaking, pumping, pouring, remitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material.

9. Condition of Property. Licensee accepts the Property in its current condition, AS IS, with all faults, latent or patent. Licensee acknowledges and agrees that Licensee has examined or has been afforded a reasonable opportunity to examine all matters concerning the Property that Licensee deems material to this License and Licensee's use of the Property, and that Licensee is relying solely upon its own judgment and expertise as to such matters, the

condition of the Property and its suitability for use. Owner has not made and does not hereby make any representations or warranties to Licensee that the Property is suitable or adequate in any respect for the activities or uses that Licensee intends to conduct or may conduct thereon. All express and implied warranties are hereby disclaimed. Licensee acknowledges that there are no promises, representations, agreements, warranties (whether express or implied), conditions or understandings, whether oral or written, between the parties other than those expressly stated in this Agreement.

10. Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively, “Notices”) shall be in writing and shall be addressed to the parties as first set forth above. Notices shall be (a) delivered by courier service, in which case they shall be deemed delivered on the first business day after deposit thereof with the courier service, (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) days after deposit in the United States mail, (c) transmitted by email transmission, in which case they shall be deemed delivered when sent by the sender's email system, or (d) by personal delivery, in which case they shall be deemed delivered when so delivered. Either party may change its address and/or its email address by giving at least five (5) days advance Notice thereof in compliance with this Section.

11. Enforcement. Owner shall be entitled to all remedies at law or in equity for the enforcement of this Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado and venue for any dispute shall be in Douglas County, Colorado.

13. Survival. All obligations of Licensee under this Agreement shall survive the expiration or termination of the License.

14. Headings. The section headings used in this Agreement are for convenience only and shall not be considered in construing the meaning of any provision of this Agreement.

15. No Implied Waivers. The failure or delay of Owner to exercise any of its rights under this Agreement shall not constitute a waiver of any such rights. Owner shall not be deemed to have waived any right under this Agreement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

16. No Recording. This Agreement shall not be recorded in the real property records of the County in which the Property is located, and this Agreement and the License shall automatically terminate upon any such recordation. Owner and Licensee each expressly directs and authorizes any title examiner to ignore any recorded version of this Agreement.

17. No Assignment. This Agreement and the License may not be assigned by Licensee, without the prior written consent of Owner, which Owner may withhold or make conditional in its sole and absolute discretion.

18. Counterparts; Facsimile Signatures. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile transmission or email shall be effective for all purposes.

19. Governmental Immunity. The Town, District and their officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

20. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town or District not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the District or Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

PARKER WATER AND SANITATION DISTRICT,
a Colorado special district

By: _____
Ron R. Redd, P.E., District Manager

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires:
(S E A L)

Notary Public

TOWN OF PARKER, a Colorado municipal corporation

By: _____
Title: Jeff Toborg, Mayor

Approved as to form:

Town Attorney’s Office

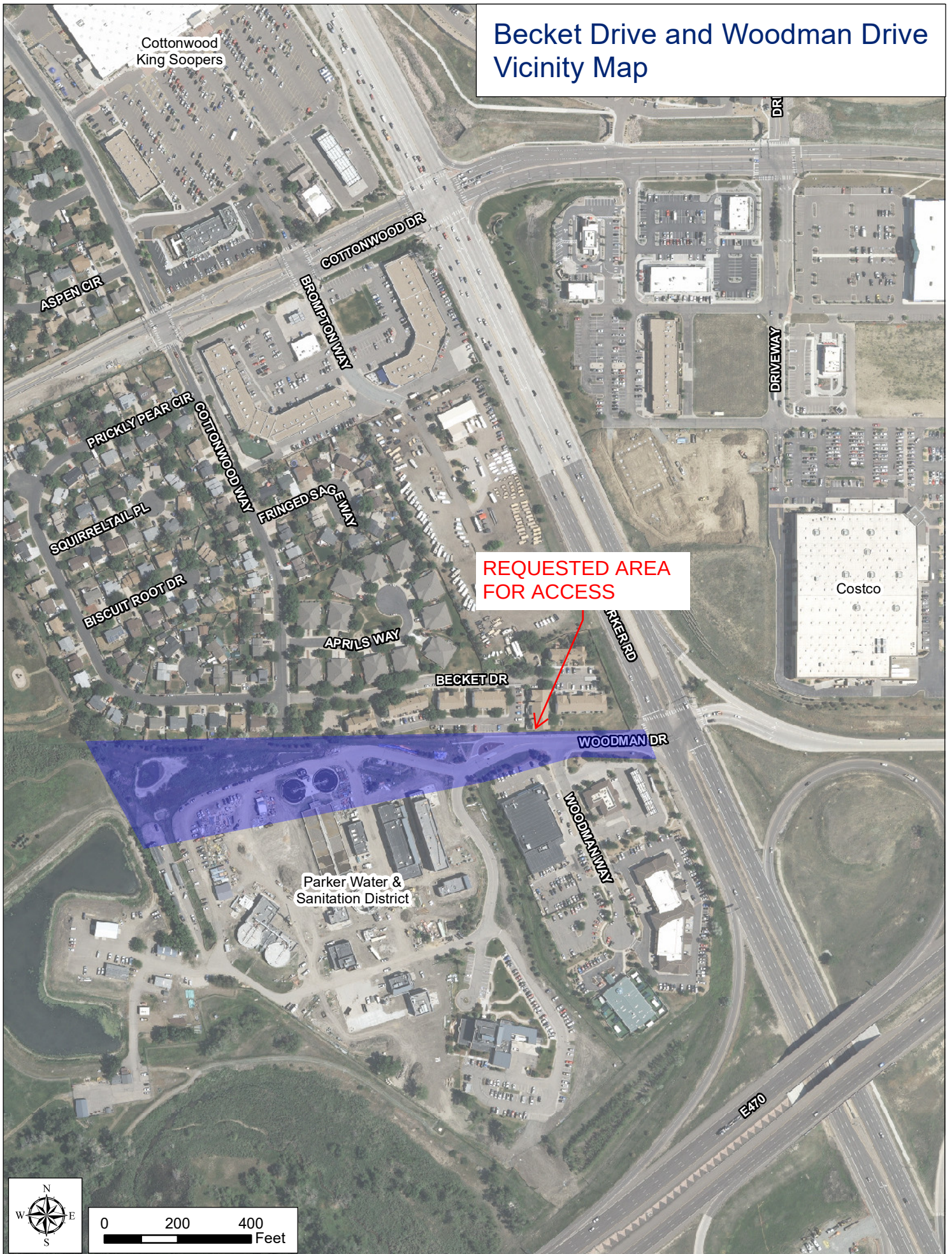
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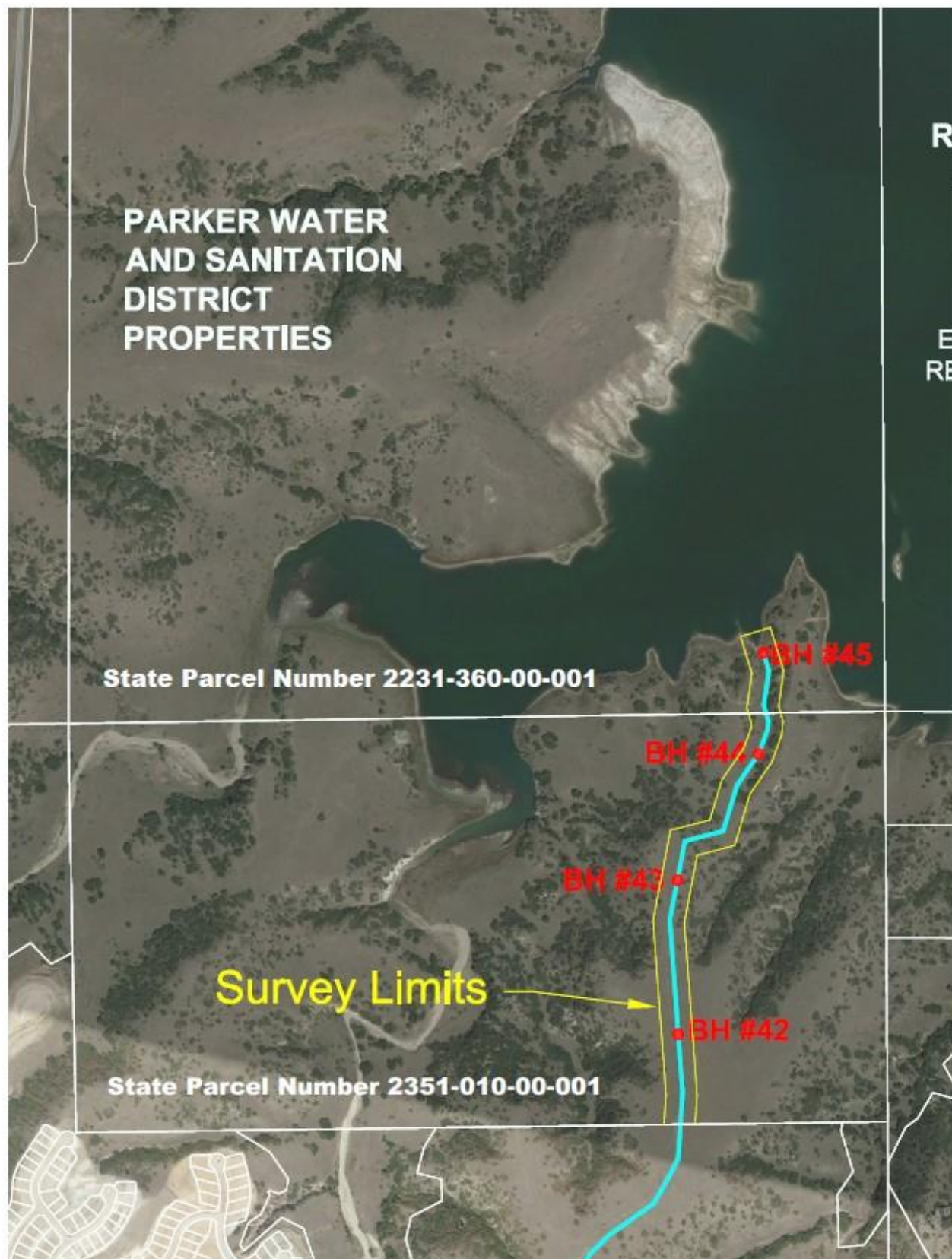
Chris Vanderpool, Town Clerk

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT A

Becket Drive and Woodman Drive Vicinity Map







Request for Town Council Action

Date: September 6, 2022

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Final Design Contract for Dransfeldt Widening (Mainstreet to Pony Express)**

Amount: **\$211,200**

Contractor: **Fellsburg Holt & Ullevig**

Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Fellsburg Holt and Ullevig (FHU) for the final design of the Dransfeldt Road widening project (Mainstreet to Pony Express Drive).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to continued and projected traffic increases, widening of Dransfeldt Road by an additional southbound lane between Lincoln Avenue and Mainstreet is needed. Based on the level of service at the intersections and funding availability, project phasing is being proposed as follows:

- 1) Phase 1 – Mainstreet to Pony Express Drive (construction proposed for 2023)
- 2) Phase 2 – Pony Express Drive to Lincoln Avenue (construction proposed for 2026)

This stretch of Dransfeldt Road was originally improved to its current configuration in phases beginning in 1998 (Mainstreet to Longs Way) and 2004 (Longs Way to Lincoln Avenue). Traffic has exceeded original projections and widening to a five (5) lane section with the addition of a continuous through/right turn lane on the west side of Dransfeldt Road is needed to support traffic and planned development of the surrounding area.

An opportunity to fund Phase 1 between Mainstreet and Pony Express Drive emerged in 2020 by tax increment financing (TIF) because this section of Dransfeldt Road falls inside the boundary of the Parker Central Urban Renewal Plan area and qualifies as an urban renewal area project. The Parker Authority for Reinvestment (PAR) staff worked with Town staff to secure financing for this phase of the project and design has begun.

Town Council previously authorized a contract with Felsburg Holt & Ullevig (FHU) for conceptual/preliminary design services in October 2021, and for continuity purposes, staff is recommending that FHU continue as the consultant for the project. FHU has the expertise for this project type, available resources to meet the project schedule and a proven track record with staff at delivering quality services. The contract amount is \$211,200, which is in line with typical costs for a project of this size. Design services generally include final utility design, mapping and legal descriptions of easements, roadway design, drainage and water quality design, traffic signal design, cost estimating, construction administration and project management. The estimated duration of this effort is approximately 12 months from notice to proceed. Construction is tentatively scheduled for 2023.

FINANCIAL IMPACT

Funding has been appropriated for the final design effort in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY 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: September 6, 2022

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Renewal of Contract for Workorder Management System**

Amount: **\$38,760**

Contractor: **Beehive Industries**

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

EXECUTIVE SUMMARY

The Town of Parker previously entered into a multi-year agreement with Beehive Industries. Beehive Industries provides the Town of Parker with a web-based asset management system. Engineering and Public Works along with the Parks and Forestry departments use Beehive to manage work activities in their respective areas. The original contract was approved by Town Council on July 1, 2019. This contract renewal is presented to Town Council to request approval to continue the use of the system with a recurring renewal option for the future.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, the Town issued a request for proposal for an Asset Management System. The Engineering and Public Works Department and the Parks Department requested funding to procure a work management program in the 2019 budget process. Through a competitive proposal selection process, Town staff selected Beehive Industries to provide a hosted software program.

This asset management system has proven to provide a consistent method for tracking or recording pending, scheduled or responsive work being performed by the Town. The Engineering and Public Works divisions (Traffic, Streets, and Stormwater) as well as the Parks and Forestry divisions (Parks, Open Space, and Forestry) have successfully implemented this system over the last two years.

This implementation overlays the Town's work efforts with GIS spatial information. The ongoing benefits include improved record keeping and maintenance records of work performed in several operational areas, tracking completed and scheduled work and inspections, and enhanced planning of work efforts and resource allocation. The system continues to be developed and has provided accurate data and work records which assists with decision making

and budgeting while providing improved efficiency and quality of work.

FINANCIAL IMPACT

The funding for this system is included in the annual budget for 2022 and requested for 2023. The current annual cost for this program is \$38,760. Minor annual increases can be expected. No other financial impacts are anticipated at this time.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: September 6, 2022

Submitted By: Carson Byerhof, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **TWENTY MILE VILLAGE F2 AMD 1 L9 B1 – Gas Station -
Use by Special Review (*Continued from June 27 & July 18, 2022*)**

Applicant: LAI Design Group

Location: The site is located at the southeast corner of Twenty Mile Road and Pony Express Drive

Department: Community Development, Carson Byerhof

TRAKiT No.: Z22-003

EXECUTIVE SUMMARY

The applicant, Maharshi M. Patel, has submitted a Use by Special Review (UbSR) application to allow a gasoline service station with a proposed commercial building. The subject property is located at the southeast corner of the intersection of Twenty Mile Road and Pony Express Drive in the Clarke Farms Planned Development (PD).

The Town Council, in reviewing the application, shall consider the following factors when making its decision:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
2. Will be consistent with the Town Master Plan;
3. Will not result in an over-intensive use of land;
4. Will not have a material adverse effect on community capital improvement programs;
5. Will not require a level of community facilities and services greater than that which is available;
6. Will not result in undue traffic congestion or traffic hazards;
7. Will not cause significant air, water or noise pollution;
8. Will be adequately landscaped, buffered and screened; and
9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The applicant is requesting UbSR approval to allow a gasoline service station with a convenience store on an unused commercial property. The subject property, Lot 9 Block 1 of the Twenty Mile Village subdivision, is located in the Mixed-Use Commercial/Light Industrial Planning Area within the Clarke Farms PD. The PD zoning permits gasoline pumps with a convenience store subject to the special review process.

The subject property was previously developed with a miniature golf facility that was approved in 2002 but is unused and abandoned. The property is in poor condition and the property owner has used the site for the outdoor storage of boats, campers and recreational vehicles. The outdoor storage is not a permitted use and the property owner has recently ceased this activity to abate the zoning violation.

The applicant proposes to demolish the existing miniature golf facility and replace it with a gasoline service station and commercial building for a convenience store and other commercial uses in the multi-tenant structure. The service station may only be permitted through a UbSR approval because this use may have impacts upon adjacent properties as well as the surrounding area. The UbSR process is intended to address those uses that may be appropriate within a zone district but have potential impacts that require an enhanced level of review to identify and mitigate impacts when deciding if the use is appropriate at the location proposed.

The applicant is requesting Town Council consideration of its UbSR application subject to the nine (9) criteria for approval set forth in the Land Development Ordinance and outlined in the attached staff report. As part of this review, consideration should be given to potential impacts upon adjacent properties especially the existing residential neighborhood located on the west side of Twenty Mile Road.

A UbSR application is focused on the proposed use and does not include the review of actual project design, site-specific development elements or detailed architectural and urban design. The review of these project elements occurs during the future required site plan and building permit applications if the UbSR application is approved by the Town Council.

The Planning Commission held a public hearing for the proposed UbSR application on June 9, 2022 and voted to recommend that Town Council approve the application subject to the conditions outlined in the staff report.

This public hearing for the application has been continued several times, most recently on July 18, 2022, when the applicant requested a continuance to September 6, 2022 to evaluate the traffic impact of the proposed use (if any).

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

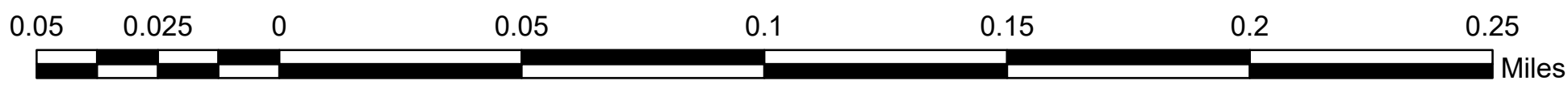
ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Conceptual Site Plan

RECOMMENDED MOTION

I move to approve, based on staff findings, subject to the following conditions contained in the staff report.

1. That the Use by Special Review materials submitted to the Community Development Department on April 26, 2022, shall be the approved Use by Special Review materials.
2. A building and grading permit shall be required for any interior or exterior work completed on site.
3. The approval shall expire twelve (12) months after the date of approval unless a Site Plan application has been approved and a building permit application has been submitted. The Community Development Director, upon written request, may grant a ninety-(90) day extension.
4. Gas tank vent pipes shall not be freestanding and shall vent through the canopy structure.
5. The applicant shall provide a decorative, masonry knee wall with a minimum height of three (3) feet designed to match the architecture of the principal building along the north end of the parking lot and canopy area. In addition to meeting minimum landscaping standards set within the Town of Parker Land Development Ordinance, the applicant shall be required to plant a minimum of one (1) tree and five (5) shrubs (or shrub and ornamental grass substitutions as allowed in §13.06.070(1)(5) of the Parker Land Development Ordinance) per 25 feet of lineal edge along the north and west property lines. At maturity, landscaping shall be dense enough to fully screen parking and driving areas on site. Required decorative knee wall and enhanced landscaping shall be reviewed and approved through the Site Plan process.
6. The building shall be constructed as a multi-tenant building, allowing for the convenience store and additional tenant spaces to preserve the intent of the mixed-use Commercial and Light Industrial Planning Area designation in the ClarkeFarms Planned Development Guide.
7. The orientation and locations of the canopy, building, and architectural knee wall shall be consistent with the submitted conceptual site plan and shall be determined in their final design and location through the Site Plan process.





Planning Commission Staff Report

Planning Commission Date: 6/9/2022

Town Council Date: 6/27/2022

Hearing Type: **Public Hearing**
TWENTY MILE VILLAGE FILING No. 2 1st
AMENDMENT LOT 9 BLOCK 1 – Use by Special
Review for Convenience Store with Gasoline Pumps
TRAKiT No(s): Z22-003

Location: 18442 Pony Express Dr.

Project Planner: Carson Byerhof, Planner

Applicant: Jennifer Carpenter, LAI Design Group

Executive Summary: The applicant, LAI Design Group, is proposing a Use by Special Review to allow for a convenience store with gasoline pumps use as part of a mixed-use site. The site is located at the southeast corner of Twenty Mile Road and Pony Express Drive.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Lot 9 Block 1 Twenty Mile Village Filing No.2 1st Amendment Use by Special Review request to allow for the convenience store with gasoline pumps use, subject to the following conditions:”

- 1. That the Use by Special Review materials submitted to the Community Development Department on April 26, 2022, shall be the approved Use by Special Review materials.*
- 2. A building permit shall be required for any interior or exterior work completed on site.*
- 3. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for and a Site Plan has been approved. The Community Development Director, upon written request, may grant a ninety-(90) day extension.*
- 4. Gas tank vent pipes shall not be free standing and shall vent through the canopy structure.*
- 5. The applicant shall provide a decorative two-and-a-half (2½) to three (3) foot knee wall designed to match the architecture of the principal building along the north end of the*

parking lot and canopy area. In addition to meeting minimum landscaping standards set within the Town of Parker Land Development Ordinance, the applicant shall be required to plant a minimum of one (1) tree and five (5) shrubs (or shrub and ornamental grass substitutions as allowed in §13.06.070(l)(5) of the Town of Parker Land Development Ordinance) per 25 feet of lineal edge along the north and west property lines. At maturity, landscaping shall be dense enough to fully screen parking and driving areas on site. Required decorative knee wall and enhanced landscaping shall be reviewed and approved through the Site Plan process.

- 6. The building shall be constructed as a multi-tenant building allowing for the convenience store and additional tenant spaces to preserve the intent of the mixed-use commercial and light industrial planning area designation in the Planned Development Guide.*
- 7. The orientation and locations of the canopy, building, and architectural knee wall shall be consistent with the provided conceptual site plan.*
- 8. All open zoning violations shall be resolved and closed prior to the Town accepting an application for a Site Plan.*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Lot 9 Block 1 Twenty Mile Village Filing No.2 1st Amendment Use by Special Review request to allow for the convenience store with gasoline pumps use.”

“I move the Planning Commission recommend Town Council deny the Lot 9 Block 1 Twenty Mile Village Filing No.2 1st Amendment Use by Special Review request to allow for the convenience store with gasoline pumps use.”

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

“I move the Planning Commission vote to continue the Lot 9 Block 1 Twenty Mile Village Filing No.2 1st Amendment Use by Special Review request to allow for the convenience store with gasoline pumps use.”

I. BACKGROUND/DISCUSSION

The applicant, LAI Design Group, is requesting a Use by Special Review to allow for a convenience store with gasoline pumps as part of a mixed-use site. The site, Lot 9 Block 1 of the Twenty Mile Village subdivision, is located within a Mixed-Use Commercial and Light Industrial Planning Area designation as part of the Planned Development. Convenience stores with gasoline pumps are listed as a Use by Special Review within the PD zoning.

The Site Plan to construct a miniature golf site was approved in 2002. Since the original business has left, the site has been not used for miniature golf for a number of years. There is an open zoning violation on the site for the storage of boats and recreational vehicles which is not a permitted use.

The applicant is proposing a new mixed-use Site Plan to include gas pumps as one of the uses on site. Convenience Stores with Gas Pumps are permitted as a Use by Special Review in the zoning district. Uses by Special Review are established in zone districts when a proposed use may present external impacts that require additional review beyond those uses that considered by right within a zone district.

This proposal for the gas pump Use by Special Review is a discretionary request made by the private property owner and the applicant. The Use by Special Review is to determine whether or not the requested *use* meets or can meet, subject to conditions, the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

A Use by Special Review does not include the review of specific development standards or construction standards. The review of those items occurs during the site plan and building permit processes.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
12/10/1984	Town Council approved the Clark Farms Annexation and Rezoning, which zoned the property Planned Development
03/18/1996	Town Council adopted the 20 Mile Property Planned Development Guide
09/02/1997	Town Council approved the Final Plat for Twenty Mile Village Filing No.2
09/12/2002	Staff approved the Site Plan for the business Golf Zone

III. CURRENT SITE DATA

Existing Zoning	Planned Development		
Overlay District	Light Industrial Conservation Industrial District		
PD & Plan Area	Clarke Property – Mixed Use Commercial and Light Industrial		
Master Plan Area	Light Industrial		
Site Acreage	1.856 Acres		
Subdivision	Twenty Mile Village		
Existing Use	This property consists of one existing building and one existing outdoor shelter totaling 1,448 square feet. The current site was built for a miniature golf course which closed in 2009. The majority of the site is unused except for the open zoning violation for outdoor storage.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	PD - Planned Development	Mixed Commercial/Office/Light Industrial
South	Mainsteet Master Plan Character Area	GD - Greater Downtown District	Commercial
East	Light Industrial	PD - Planned Development	Light Industrial
West	Mixed Use - Residential Emphasis	PD - Planned Development	Multi-Family Residential

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Light Industrial District is centrally located with spaces that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor, noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.E Land Use 1.H Land Use 1.K
Inconsistent Goals/Strategies	None
Staff Analysis	The property is located within the Light Industrial Character Area of the Town's Master Plan. The Master Plan identifies the Light Industrial Character Area as being intended to provide a location for a variety of work processes including manufacturing, machine shops, production facilities, distribution facilities, flex office, and commercial services. Convenience stores with gas pumps are classified as commercial services, which is consistent with General Land Use Plan recommendations in Chapter 6 of the Parker 2035 Master Plan. The requested Use by Special Review is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons" Land Use 1.A: The multi-tenant structure would provide for a variety of uses in an area

	that supports commercial and light industrial land use types. • Land Use 1.C: The request will expand economic opportunities for commercial and light industrial land use types. • Land Use 1.E: The site is situated in a mixed-use Planning Area which bridges commercial and industrial uses. • Land Use 1.H: The proposed site will provide local and convenient services to nearby residential homes. • Land Use 1.K: The proposed uses will not be standalone storage.
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V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 67.2’ / None Side – 99.2’ / None Rear – 94.15’ / None Corner – 127.5’ / None	Setbacks will be reviewed in the Site Plan process. The Clarke Property Development Guide specifies no setbacks for front, side or rear yards will be required.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	N/A	The request is for commercial development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	17.5’ / N/A	Building height will be reviewed at the time of a site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	80,836 SQ FT (1.8557 AC)	The proposed use will maintain the existing lot size. The Clarke Property Development Guide does not specify minimum lot sizes for the Planning Area.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	Compliance for lot coverage is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Compliance for landscape requirements is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A

Off-Street Parking	Title 13.06.050	Compliance for parking is reviewed at the time of site plan application.	☐ Consistent ☐ Inconsistent ☒ N/A
Miscellaneous	Utilities	Parker Water and Sanitation District, IREA and Xcel Energy will continue to provide utility service to the development.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The specific details related to the development of the property are not a part of the Use by Special Review but will be reviewed during the site plan application if the Use by Special Review is approved. The proposed site is large enough and regular shaped as to allow for a gas and convenience store to be constructed that meets the zoning and Development Design Standards requirements.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The proposed site will maintain the existing access off of Pony Express Drive and details will be determined during the Site Plan application. At the time of development, the applicant will be required to ensure all required roadway improvements are constructed as identified in compliance with an approved traffic study.

VII. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant analysis and findings:

Yes, the UBSR for gas pumps is in harmony and compatible with the character of the surrounding areas and neighborhood. As shown in the image to the right, the uses proposed for this site are able to exist and occur together without conflict. Also, the surrounding area and neighborhood has matured sufficiently to support gas pumps, which is part of the proposal with commercial/retail and office. Per the Master Plan, the character of the area is intended to provide a location for a variety of work processes that have a synergistic relationship. This use supports those synergies as well as is supported by them in a symbiotic relationship.

This use is low impact in nature and will not create or cause fumes, odor, noise, vibration, or other impacts which are detrimental to abutting properties or land uses. As shown in the image below, the directly adjacent uses are compatible to support and be supported by commercial/retail with gas pumps, which is part of the proposal along with office. Regarding the multi-family residential located west of the site across Twenty Mile, it is in the mixed-use district of the Master Plan and PD. The proposed gas pumps would be shielded from the multi-family units by its own structure.



Staff analysis and findings:

The subject site is located in the Light Industrial Character Area as identified with the Parker 2035 Master Plan. Uses identified in this character area shall have a synergetic relationship. Providing gas pumps as part of a mixed-use site supports said synergetic goal by combining different uses on one site and providing the gas pump use in an appropriate area in relation to surrounding uses.

As part of the conditions for this use, the applicant will be required to submit a Site Plan application which shows the gas pump service area and asphalt lots to be screened by the building and site screening elements to mitigate the potential visual impacts of the gas pump area and canopy.

Surrounding uses include one (1) multi-tenant commercial/office site and one (1) self-storage facility to the north; industrial/construction equipment seller to the east; Greater Downtown Commercial uses to the south; and residential to the west. The convenience store and gas pumps are compatible with existing surrounding uses. In addition, to mitigate impacts on the residential uses across Twenty Mile Road, the canopy area is located on the east side of the site, shielded from the residential units to the west by the primary building and additional landscaping will be required.

Subject to conditions, this criterion can be satisfied.

2. Will be consistent with the Town Master Plan.

Applicant analysis and findings:

Yes, the UBSR for gas pumps is consistent with the Town Master Plan.

The gas pump site is located just over 1-mile from a “Neighborhood Commercial Center” which “...should be planned to serve the basic needs of the surrounding residents. Typical uses... include convenience retail...”. Gasoline is most definitely a convenience purchase and meets the stated objectives of the Master Plan. The property is specifically located in the light industrial district: centrally located serving smaller local light industrial businesses that supply local, regional and sometimes national markets. This site will have a very strong presence and consistency when the Town of Parker implements 1 of 2 recommendations for the Parker Corridor which is outlined in the Master Plan. In Chapter 10 of the Master Plan - Twenty Mile will be an alternative to Parker Road in both recommendations.

Staff analysis and findings:

The property is located within the Light Industrial District of the Town’s Master Plan. The Master Plan identifies the Light Industrial District as an area that is intended to provide a location for a variety of work processes including manufacturing, machine shops, production facilities, distribution facilities, flex office, and commercial services.

The proposed gas station element of this site is supported as a commercial use, which is supported in this Character Area.

Section IV of this report provides further analysis of this proposal’s compliance with the Master Plan

As part of the conditions for the proposed use, the applicant shall submit a site plan which shows the primary building supporting two or more units to provide for a mixture of uses, which will provide further opportunities to support the synergetic intent of the Light Industrial Character Area.

Subject to conditions, this criterion can be satisfied.

3. Will not result in an over-intensive use of land.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will not result in an over-intensive use of land. First, the site is already developed, therefore this would be a redevelopment site. The use will be located per the Town’s Design Standards (outlined in the narrative) for example, on the interior of the site when located on a corner. The location on the gas pumps on the interior of the site will minimize glare from the site; as well as all lights will be directional with appropriate cut offs while meeting the Town’s requirements and providing safety and welfare. Traffic flows regarding gas pump

access will remain as is off of Pony Express and use the existing shared access easement per the existing plat. A traffic impact study will support the use at the time of the Site Plan process. The Site Plan also has sufficient onsite parking to meet the Town's requirements, meet and if possible, exceed the landscape requirements for the use per the Town's requirements.

Staff analysis and findings:

The proposed site is large enough and regular shaped as to allow for a gas and convenience store to be constructed that meets the zoning and Development Design Standards requirements.

The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. Access will be compliant with a required approved traffic study and reviewed during the Site Plan process.

All requirements of the Parker Land Development Ordinance as it relates to setbacks, landscaping, parking, drainage, and architecture will be reviewed and required to be satisfied prior to construction through the Site Plan process.

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

4. Will not have a material adverse effect on community capital improvement programs.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will not impact capital improvement programs. The accompanying building and gas pumps are located in an established neighborhood.

The streets and streetscaping, parking lots and sidewalks are in acceptable conditions and adequacy serve the neighborhood, therefore the project should require no capital improvements from the community. Because the project is occurring entirely on-site the project should have no effect on any community involvement programs that are planned for the neighborhood.

Staff analysis and findings:

The proposed use will be going into an established area with existing road, utility, and stormwater. Capital improvement infrastructure was designed to accommodate commercial and light industrial development. There will be minimal traffic impact to the area. An approved traffic impact study will be required and reviewed during the Site Plan process, if additional improvements are required as a result, the developer will be required to construct them at their expense. There will be no impact on parks or regional trails.

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

5. Will not require a level of community facilities and services greater than that which is available.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will not require a level of community facilities or services greater than that which is available.

The UBSR for gas pumps will not require unusual use of community facilities and services as the project is replacing the existing / vacant mini-golf establishment on a previously developed site. Development of the site increases potential liabilities into assets. Vacant and abandoned properties could be linked to increased crime and declining property values; therefore, this will revitalize the site and the prominent corner with activity and security (standard lighting). It is probable that the potential for emergency services is greater for other services in the area. One could argue that the UBSR for gas pumps adds to community service capacity rather than straining the existing infrastructure.

Staff analysis and findings:

The proposed use will be going into an already established site which is adequately served with existing community facilities and services, where the overall area was planned to serve commercial and light industrial needs.

Therefore, the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

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

6. Will not result in undue traffic congestion or traffic hazards.

Applicant analysis and findings:

Correct, the USBR for gas pumps will not result in undue traffic congestions or traffic hazards. In review of Chapter 10 Transportation of the Master Plan CDOT has conducted a corridor optimization study for Parker Road (SH 83) to assess how to meet future travel demands along the corridor while considering modal mix, capacity, access, land use, cost and funding options. Two recommendations have been supported by the Town and are shown below. The site of the UBSR is located within the area of the study and during the future Site Plan and Traffic Impact Analysis will follow all requirements.

Staff analysis and findings:

The property has existing vehicular access off Pony Express Drive. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. An approved traffic impact study will be required and reviewed during the Site Plan process.

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

7. Will not cause significant air, water, or noise pollution.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will not cause significant air, water or noise pollution. The gas pumps will follow all state and federal requirements for installation and use (which includes but is not limited to double wall underground fuel tanks, break-away fuel hoses and vapor capture systems).

Staff analysis and findings:

Per state and federal regulations, the applicant will be required to meet specific standards concerning the installation and upkeep of the gas pump infrastructure and annual monitoring of the ground water and soil. Use-specific noise shall meet regulations set forth in the Parker Health and Safety Title in the Municipal Code. Drainage and civil compliance will be reviewed for code compliance in the Site Plan application.

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

8. Will be adequately landscaped, buffered and screened.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will be adequately landscaped, buffered and screened as required by the Town of Parker and designed by a professional landscape architect.

As commented by Staff in the initial submittal #1 additional screening of the parking lot and canopy areas will be proposed with the Site Plan process. Screening will take place as low architectural knee walls and additional landscape enhancements in the quantity of material or size of material. These enhancements will be developed with further review of existing site and proposed engineering.

Staff analysis and findings:

A detailed site plan has not been submitted for the application in order to evaluate the development requirements for the subject property. However, as a condition of the use, the Site Plan will add architectural and landscaping screening elements to mitigate the aesthetic impact of the parking lot and canopy areas. Orientation of the primary building will be used to screen the canopy area from neighboring residential areas and shall be compliant with the Town adopted Development Design Standards.

Subject to conditions, this criterion can be satisfied.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:

Correct, the UBSR for gas pumps will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of the Town. The gas pumps proposal has no out of the ordinary health or safety risks to the Town of Parker or its citizens. As discussed in “Criterion 7” above the gas pumps are specifically designed and annually inspected per the mandates of the State of Colorado to provide for the health, safety, and welfare of the public.

Staff analysis and findings:

The proposed use will not be detrimental to the health, safety, or welfare of current or future inhabitants of the Town. The proposed gas pump use will be required to meet all Town, State, and Federal regulations and guidelines. All requirements for site layout, landscaping, parking, lighting, drainage, and circulation shall be held to the standards set forth in the Parker Land Development Ordinance.

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

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Water and Sanitation District	Approved for Zoning, Please note a Plat will be required for further construction documents.
Town of Parker Comprehensive Planning	The proposed use is within the Light Industrial Character Area as identified in the <i>Parker 2035 Master Plan</i>. This character area is visioned to support a variety of uses, balanced throughout the area. The site is immediately adjacent to the downtown core and Mainstreet Master Plan Character area. This goal of this area is to create a desirable downtown neighborhood that is accessible to pedestrian, bicyclist as well as automotive. The proposed use may support the variety of businesses and also serve the needs of the surrounding residential areas. In conclusion the nature of this proposed commercial service use and proposed location appears to be in compliance with the <i>Parker 2035 Master Plan</i>.

Xcel	Advisory Comments: No conflict with proposed Use by Special Review request. Please be aware that PSCo has an existing high-pressure natural gas transition pipeline and associated land rights along Twenty Mile Road. Any construction or landscaping activity will require the company's approval. Encroachments into this easement will need to be reviewed and acknowledged with a license agreement to be executed with property owner. It is the responsibility of the property owner/developer/contractor to contact PSCo's Encroachment Team. An engineer will then be in contact to request specific plan sheets. There are existing natural gas distribution facilities along Pony Express Drive. The property owner/developer/contractor shall be required to complete the application process for any new gas service or modification of existing facilities and to coordinate with the Designer of the project for approval. If additional easements need to be acquired, a ROW Agent will need to be contacted.
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IX. CONCLUSION

The proposed convenience store with gasoline pumps use in a mixed-use facility can be compatible with the neighboring uses in the area. The use aligns with the Light Industrial Character Area reflected in the Master Plan.

The proposed gas pump use will bring an added service to this area of Parker. The added use in this area will help to alleviate congestion and increase Parker Road corridor efficiency through bringing uses off of Parker Road and onto the Twenty Mile Road corridor, gas pump use demands will be better distributed across the greater area.

After evaluating the information provided by the applicant for a Use by Special Review, staff has determined that the requested use meets, or can meet subject to conditions, the nine (9) approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

X. RECOMMENDED CONDITIONS

XI. ATTACHMENTS

1. Vicinity Map
2. Conceptual Site Plan

Report Approved By: Bryce Matthews, Planning Manager



DEVELOPMENT SUMMARY

APPROX. SITE ACREAGE = 1.85 Acres

COMMERCIAL

6,500 SF x 2 FLOORS = 13,000 SF

PARKING (1 / 250 SF REQUIRED)

13,000/250 = 52

PARKING REQUIRED = 52 STALLS

PARKING PROVIDED = 56 STALLS

OPEN SPACE = .82 AC (44%)

SAMPLE KNEE WALLS



Pony Express - UBSR Site Plan

Parker, Colorado

APRIL 20, 2022 • Project #211091

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Real Estate Advisory ■



Request for Town Council Action

Date: September 6, 2022

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **AVALON BAY/COYLE ANNEXATION**

Applicant: Avalon Bay Communities, Inc.

Location: The site is located at the southeast corner of Stroh Road and Crowfoot Valley Road

Department: Community Development, Julia Duncan

TRAKiT No.: ANX22-006

EXECUTIVE SUMMARY

The applicant, Avalon Bay Communities, Inc., has submitted an Annexation Petition to annex a 33.4 acre parcel of land known as the Coyle property at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road into the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Coyle property is a 33.4 acre parcel of land that is located in unincorporated Douglas County at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road adjacent to the Stroh Ranch and Hess Ranch Planned Developments. It is largely undeveloped except for a small single-family house and several accessory structures that are remnants of previous agricultural use. The subject property is located at a major gateway into the Town from the south along the Crowfoot Valley Road corridor.

On July 18, 2022, the Town Council approved Resolution 22-042 which determined that the Annexation Petition substantially complies with § 31-12-107(l) and which set the public hearing date of September 6, 2022 to determine eligibility for annexation into the Town.

The Town has identified the Coyle property as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the Act and the standards of

review contained in the Municipal Code and Town Charter. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

If Town Council approves Resolution No. 22-045, it will determine that the subject property is eligible for annexation into the Town as provided by the Act.

Additionally, the Town Charter requires that all properties annexed into the Town also be zoned at the same time. The property owner and their development partner have submitted a Rezoning application that is being processed concurrently with the Annexation Petition. If Town Council approves Resolution No. 22-045, then it will consider the Annexation Petition and Rezoning application together at the November 7, 2022 public hearing.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

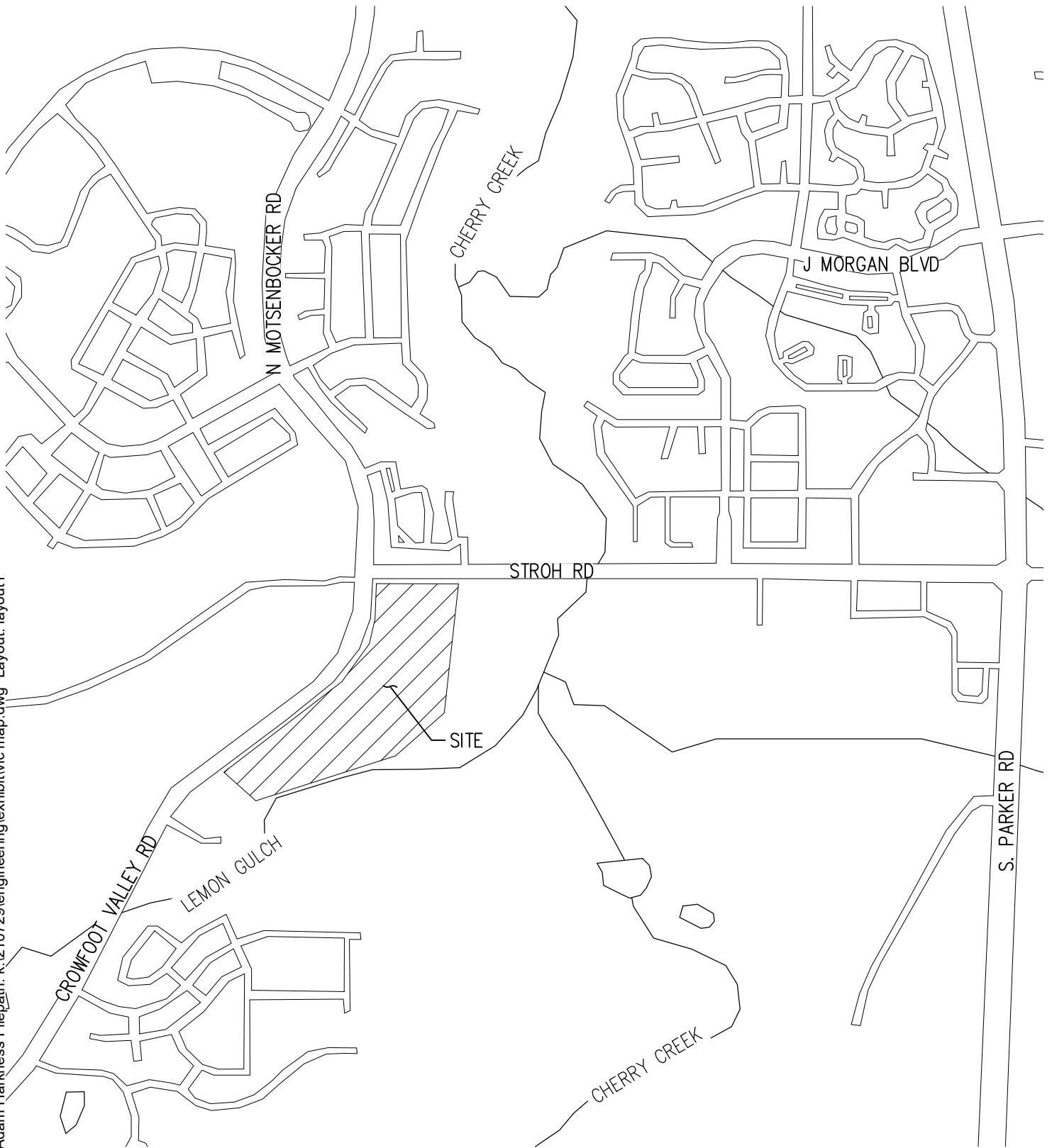
ATTACHMENTS

1. Vicinity Map
2. Avalon Bay Annexation Plat
3. Resolution 22-045

RECOMMENDED MOTION

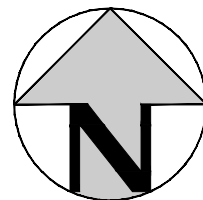
I move to approve Resolution No. 22-045 and set the annexation ordinance public hearing for November 7, 2022.

Plotted: WED 08/11/21 4:47:15P By: Adam Harkness Filepath: k:\210729\engineering\exhibit\vic map.dwg Layout: layout1



AVALON PARKER VICINITY MAP

SCALE: 1"=500'



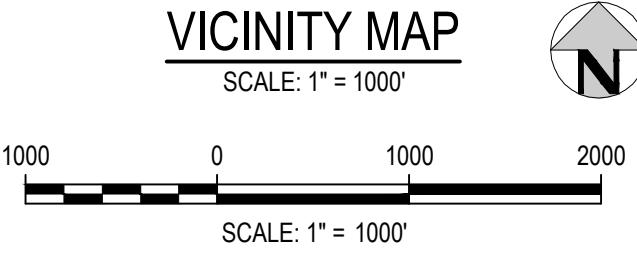
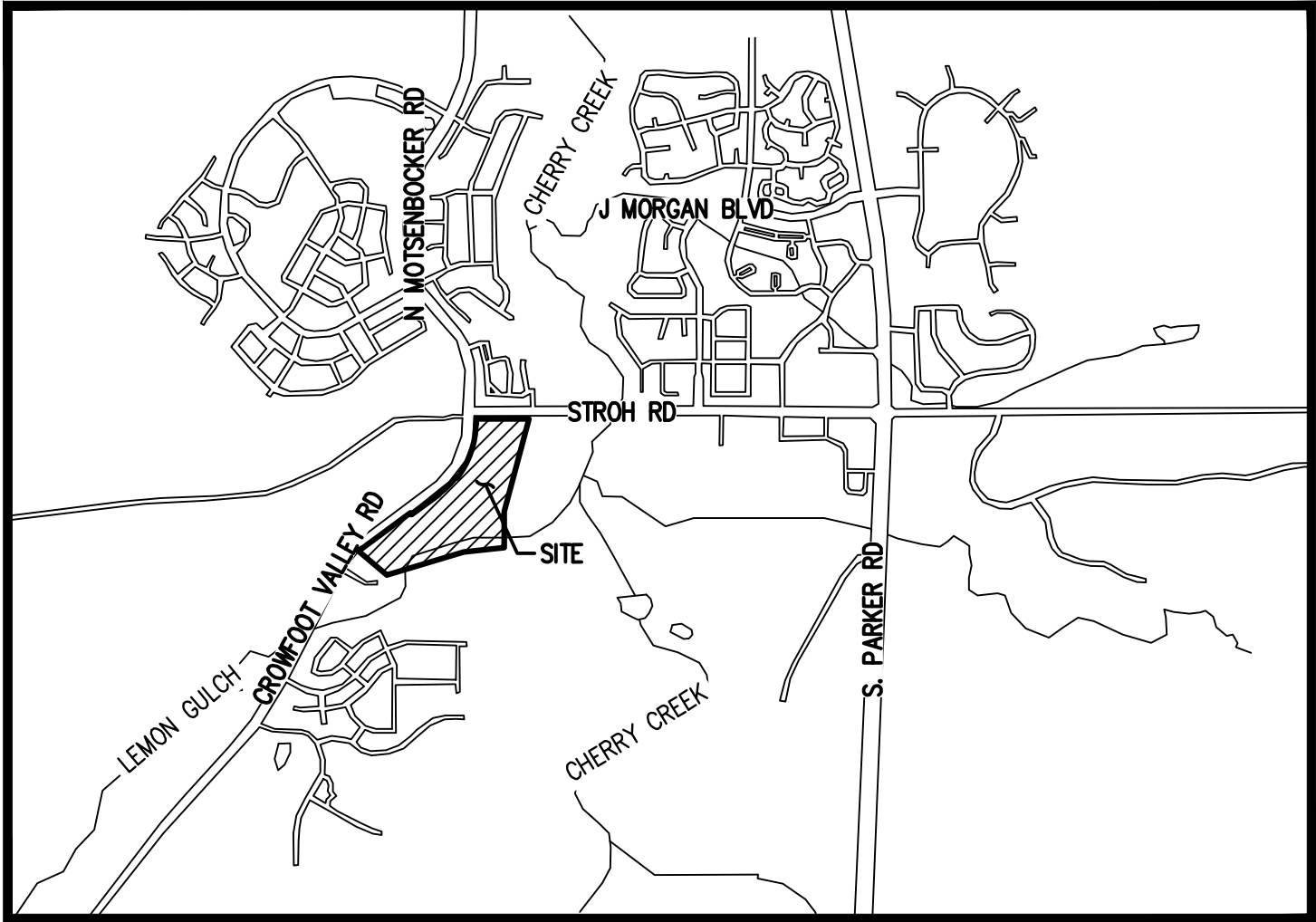
SCALE: 1" = 500'

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

AVALON PARKER

ANNEXATION PLAT TO THE TOWN OF PARKER

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 3, AND PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2



PROPERTY DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89°52'31" EAST, A DISTANCE OF 670.60 FEET;
THENCE SOUTH 14°31'31" WEST, A DISTANCE OF 31.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14 POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH, A DISTANCE OF 1,086.08 FEET;
THENCE SOUTH 00°07'22" EAST, A DISTANCE OF 410.08 FEET TO THE NORTH CORNER OF TRACT G, MEADOWLARK SUBDIVISION FILING NO. 1;
THENCE ALONG THE NORTH LINE OF MEADOWLARK SUBDIVISION FILING NO. 1 THE FOLLOWING 2 (TWO) COURSES:
1. SOUTH 83°29'05" WEST, A DISTANCE OF 460.85 FEET;
2. SOUTH 73°13'59" WEST, A DISTANCE OF 913.32 FEET TO A POINT ON THE NORTHEAST LINE OF AN UNPLATTED TRACT RECORDED AT RECEPTION NO. 2006089697;

THENCE NORTH 50°34'22" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.09 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;

THENCE ALONG SAID EAST LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING 8 COURSES:
1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 925.25 FEET, A CENTRAL ANGLE OF 03°05'46", AND A CHORD WHICH BEARS NORTH 51°43'54" EAST A CHORD DISTANCE OF 49.99 FEET TO THE NORTHWEST CORNER OF SAID CROWFOOT VALLEY ROAD RIGHT-OF-WAY EXPANSION, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;
2. ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 7 (SEVEN) COURSES:
3. NORTH 53°16'47" EAST, A DISTANCE OF 682.35 FEET;
4. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;
5. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.31 FEET, SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°50'41", AND A CHORD WHICH BEARS NORTH 45°17'51" EAST A CHORD DISTANCE OF 278.42 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 52°37'30" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 664.82 FEET, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 37°09'45", AND A CHORD WHICH BEARS NORTH 18°47'38" EAST A CHORD DISTANCE OF 653.23 FEET;
8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROTH ROAD/COUNTY RD #14;
THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

GENERAL NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO.: 3020-1074516 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES AND HAVING A COMMITMENT DATE OF JULY 21, 2021 AT 5:00 PM.
- 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.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC8606653, BEARS NORTH 89°52'31" EAST. MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.

SUMMARY TABLE:

TOTAL ANNEXATION AREA:
1,454,691 SQ. FT. (33.40 AC.)

TOTAL ANNEXATION PERIMETER:
6,041 FT.

ANNEXATION PERIMETER CONTIGUOUS TO PRESENT TOWN OF PARKER:
4,192 FT. (69%)

PROJECT CONTACTS:

DEVELOPER:
AVALON BAY COMMUNITIES, INC.
5050 SOUTH SYRACUSE STREET, SUITE 1025
DENVER, CO 80237

OWNER:
WILLIAM L. COYLE
PO BOX 210
KIOWA, CO 80117

THE RALPH AND MARSHA PERKINS, JR LIVING TRUST, UTA DATED MAY 24, 2021
PO BOX 210
KIOWA, CO 80117

ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203

TOWN COUNCIL CERTIFICATION:

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____ A.D., 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

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS

RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, MIGUEL A. ROMERO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

MIGUEL A. ROMERO, PLS 38164
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH

DRAFT

SHEET INDEX

1 COVER SHEET
2 PLAT SHEET

FILEPATH: K:\210729\SURVEY\ANNEX\PLATTING LAYOUT- COVER
NO REFS
PLOTTED: MON 06/23/2025 3:48:40 PM BY: CESAR DPHILLO

ANNEXATION PLAT TO THE TOWN OF PARKER

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

1 COVER SHEET
2 PLAT SHEET



FILEPATH: K:\210729\SURVEYANNEX-PLAT.DWG LAYOUT: EXHIBIT
NO XREFS
PLOTTED: MON 05/23/22 5:16:38P BY: CESAR DIPAJULO

RESOLUTION NO. 22-045, Series of 2022

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE COYLE PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Coyle Property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

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

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels,

has been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker, and no additional terms and conditions within the meaning of Colo. Rev. Stat. § 31-12-111 are to be imposed on the annexation of the Property.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of section 30 of article II of the state constitution and the applicable requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinance annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

Legal Description

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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4. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;

5. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;

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8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROH ROAD/COUNTY RD #14;

THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC8606653, BEARS NORTH 89°52'31" EAST. MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.



Request for Town Council Action

Date: September 6, 2022

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **COMPARK VILLAGE SOUTH REPLAT**

Applicant: Century at Compark Village

Location: South side of future Belford Avenue
west of Chambers Road

Department: Community Development, Julia Duncan

TRAKiT No.: SUB21-065

EXECUTIVE SUMMARY

The applicant, Century at Compark Village South LLC, is proposing a Replat of Tract B, Compark Village South Filing No. 1, Amendment 1, to create a buildable lot and drainage tract. The site is located on the south side of future Belford Avenue to the west of Chambers Road. In addition, the Replat vacates a portion of right-of-way (ROW) that was dedicated to the Town for future access but is no longer necessary. The applicant also requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the Replat. The processing of Replats is typically administrative, however, the need to vacate .025 acres of ROW triggers the requirement for Town Council approval at a public hearing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant is proposing the replat of an existing unbuildable tract to create a buildable tract and to vacate the existing 19.5-foot by 55-foot portion of ROW as shown on Exhibit B *Copy of the Final Plat*. It has been determined the section of ROW in question is no longer needed because the surrounding land has been platted and there is adequate land for planned streets and roads. There have been numerous replats of the subject property over the years and the area surrounding the unbuildable tract has been platted for future development. The purpose of the replat and proposed ROW vacation is to allow the development within Lot 1 Compark Village Filing 1, 2nd Amendment to proceed while removing unnecessary infrastructure that will not be utilized.

A previous replat of the property, the Compark Village South Filing No 2, 1st Amendment, dedicated the subject ROW to the Town and anticipated that Deertrack Lane would continue its current path from the adjacent property to the west to the intersection of Wolf Fox Street and

east onto the proposed Lot 1. With the current filing and associated public improvements, Deertrack Lane is no longer proposed to be extended and the previously dedicated ROW is no longer needed. In addition to the ROW vacation, the applicant will modify the public storm sewer at the intersection of Deertrack Lane and Wolf Fox Street to stay within the new roadway limits.

The proposed replat for Compark Village Filing 1, 2nd Amendment will create one (1) 13.97 acre residential parcel for future residential development and one (1) 1.03 acre drainage tract. The property owner has proposed a multi-family residential development with required parks and open space that is being processed through a site plan application.

The Town requires the SIA to secure public improvements associated with the proposed replat. The SIA requirements include the following:

1. Construction of a pedestrian trail along Happy Canyon Creek including a connection to the existing E-470 trail.
2. Public improvements as shown in Exhibit C.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Exhibit A Legal Description
2. Exhibit B Copy of the Final Plat
3. Exhibit C Estimated Cost of Public Improvements
4. Exhibit E Construction Drawings for Happy Canyon Creek Trail
5. Compark Village South Filing 1 Amendment 2 SIA

RECOMMENDED MOTION

1. I move to approve the Compark Village South Filing No. 1, Amendment 2 Replat, based on staff findings.
2. I move to approve the Compark Village South Filing No. 1, Amendment 2 Subdivision Improvement Agreement, based on staff findings.

Exhibit A – Legal Description

Tract B Compark Village South Filing No. 1, Amendment No. 1, Town of Parker, County of Douglas, State of Colorado.

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT – 14.998 ACRES

LEGAL DESCRIPTION:

TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1, RECORDED DECEMBER 8, 2021, AT RECEPTION NO. 2021135505
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1, RECORDED NOVEMBER 25, 2020, AT RECEPTION NO. 2020116015, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B AND THE NORTHEASTERLY RIGHT-OF-WAY OF WOLF FOX STREET S24°18'07"E A DISTANCE OF 168.92 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE SOUTHWESTERLY LINES OF SAID TRACT B AND THE NORTHEASTERLY RIGHT-OF-WAY OF WOLF FOX STREET THE FOLLOWING THREE (3) COURSES:
1. N65°41'53"E A DISTANCE OF 19.50 FEET;
2. THENCE S24°18'07"E A DISTANCE OF 55.00 FEET;
3. THENCE S65°41'53"W A DISTANCE OF 19.50 FEET;
THENCE N24°18'07"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,073 SQUARE FEET (0.025 ACRES), MORE OR LESS.

COUNTY OF DOUGLAS,
STATE OF COLORADO.

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 COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2.

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 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. 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 OF PARKER THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNER'S FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. THE TOWN OF PARKER SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN OF PARKER.

OWNER:
CENTURY AT COMPARK VILLAGE SOUTH LLC

BY: _____

TITLE: _____

ATTEST:

SECRETARY

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022, BY _____ print name

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT THE TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR THOSE ITEMS IDENTIFIED IN THE SCHEDULE B – SECTION 2 EXCEPTIONS OF THAT CERTAIN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENTS NO. NCS-1133558-CO, WITH A COMMITMENT DATE OF JUNE 21, 2022 AT 5:00 PM.

BY: _____ DATE: _____

TITLE _____

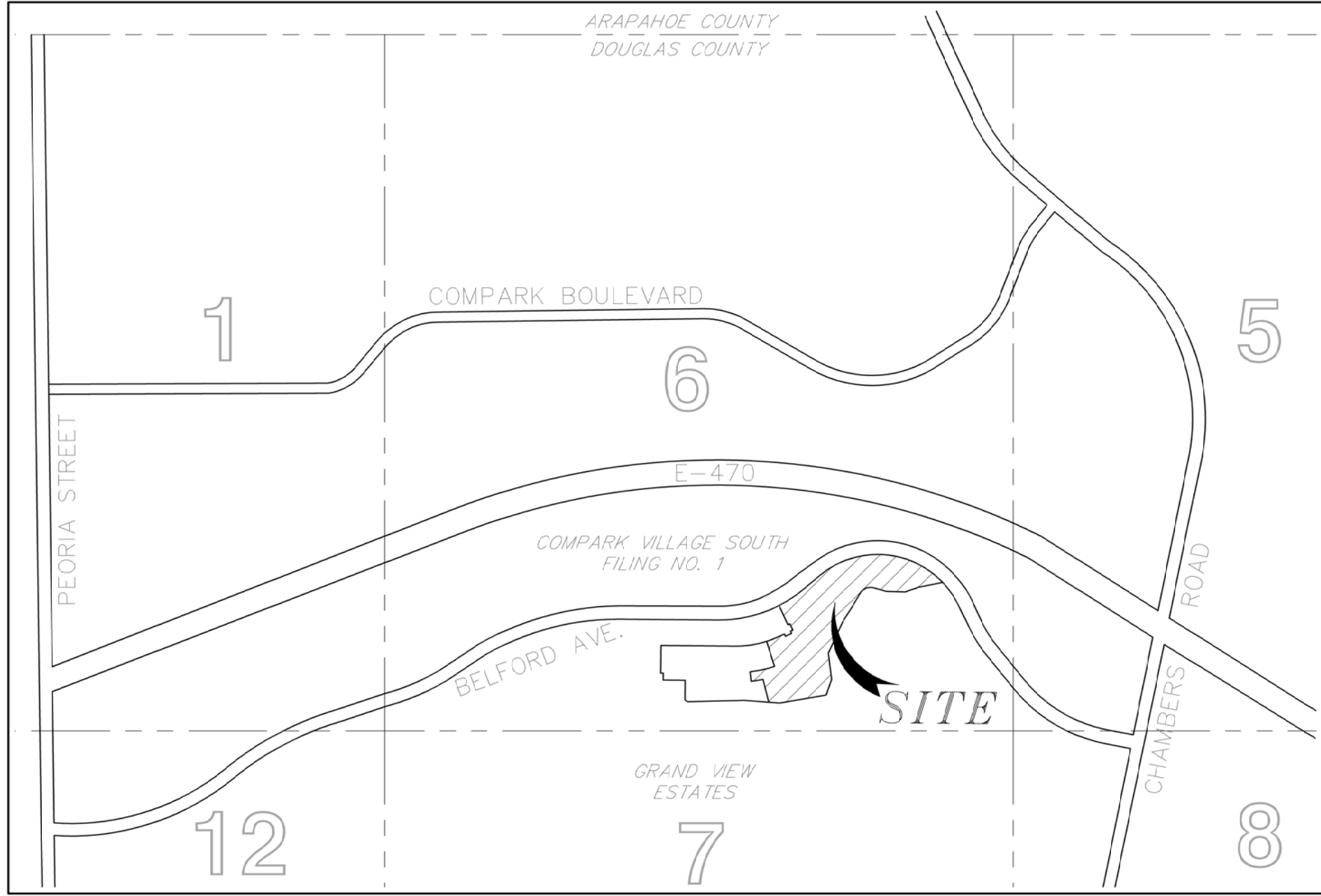
STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022, BY _____ print name

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1" = 2000'

PLANNING COMMISSION:

THE MINOR DEVELOPMENT PLAT FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON 08/25/2016.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

APPROVAL OF TOWN COUNCIL:

TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1, AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1, IS HEREWIT AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION #2021135505 AND RECEPTION #2020116015. 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: _____
DEPUTY TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, KENNETH G. QUELLETTE, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE DAY OF JULY 16, 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 1ST DAY OF AUGUST, 2022.



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2022
JOB NO. 65120950
FOR AND ON BEHALF OF MERRICK & COMPANY
kenneth.quellette@merrick.com

NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, AS BEARING N87°48'59"E A DISTANCE OF 2634.09 FEET BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4" ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED: PLS 38026 AND THE SOUTHEAST CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4" ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED PLS 12405.
- THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MERRICK & COMPANY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, AND TITLE OF RECORD MERRICK & COMPANY RELIED UPON REPORT NUMBER NCS-1133558-CO PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT DATE: JUNE 21, 2022.
- 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.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS, AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITHIN THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

LAND USE SUMMARY TABLE

PARCEL	LAND USAGE	OWNERSHIP /MAINTENANCE	SQ. FT.	ACRES
TRACT A	DRAINAGE TRACT	CENTURY AT COMPARK VILLAGE SOUTH LLC	44,981	1.033
LOT 1	FUTURE BUILDABLE LOTS	CENTURY AT COMPARK VILLAGE SOUTH LLC	608,329	13.965
TOTAL			653,310	14.998

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS ____ DAY OF _____, 2022
AT ____ AM/PM RECEPTION NO. _____

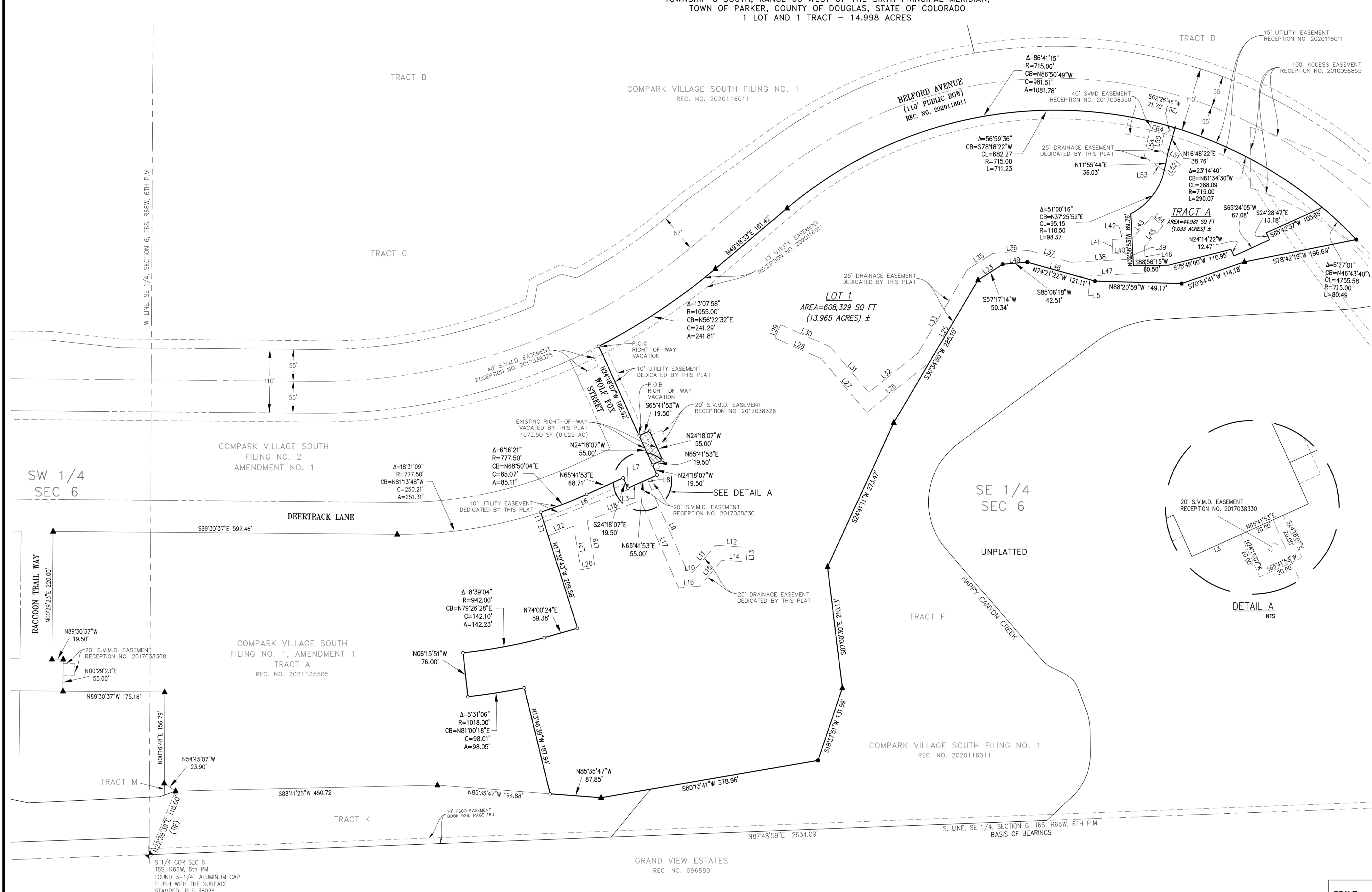
DEPUTY, COUNTY CLERK AND RECORDER

SCALE	N/A	 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Phone: 303-751-0741
DRAWN	KGO	
CHECKED	JAW	
APPROVED	KGO	

JOB 65120950 DATE 8/1/22 SH 1 OF 4

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT - 14.998 ACRES



MONUMENT LEGEND

- ALLOT CORNER AS DESCRIBED
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH THE SURFACE
STAMPED: "MANHARD PLS 38445"
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673
- SET 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- ROW LINE

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2022
JOB NO. 65120950
FOR AND ON BEHALF OF MERRICK & COMPANY
kenneth.ouelletto@merrick.com

SE COR. SEC 6
T6S, R66W, 6TH PM
FOUND 3-1/4" ALUMINUM CAP
FLUSH WITH THE SURFACE
STAMPED: PLS 12405

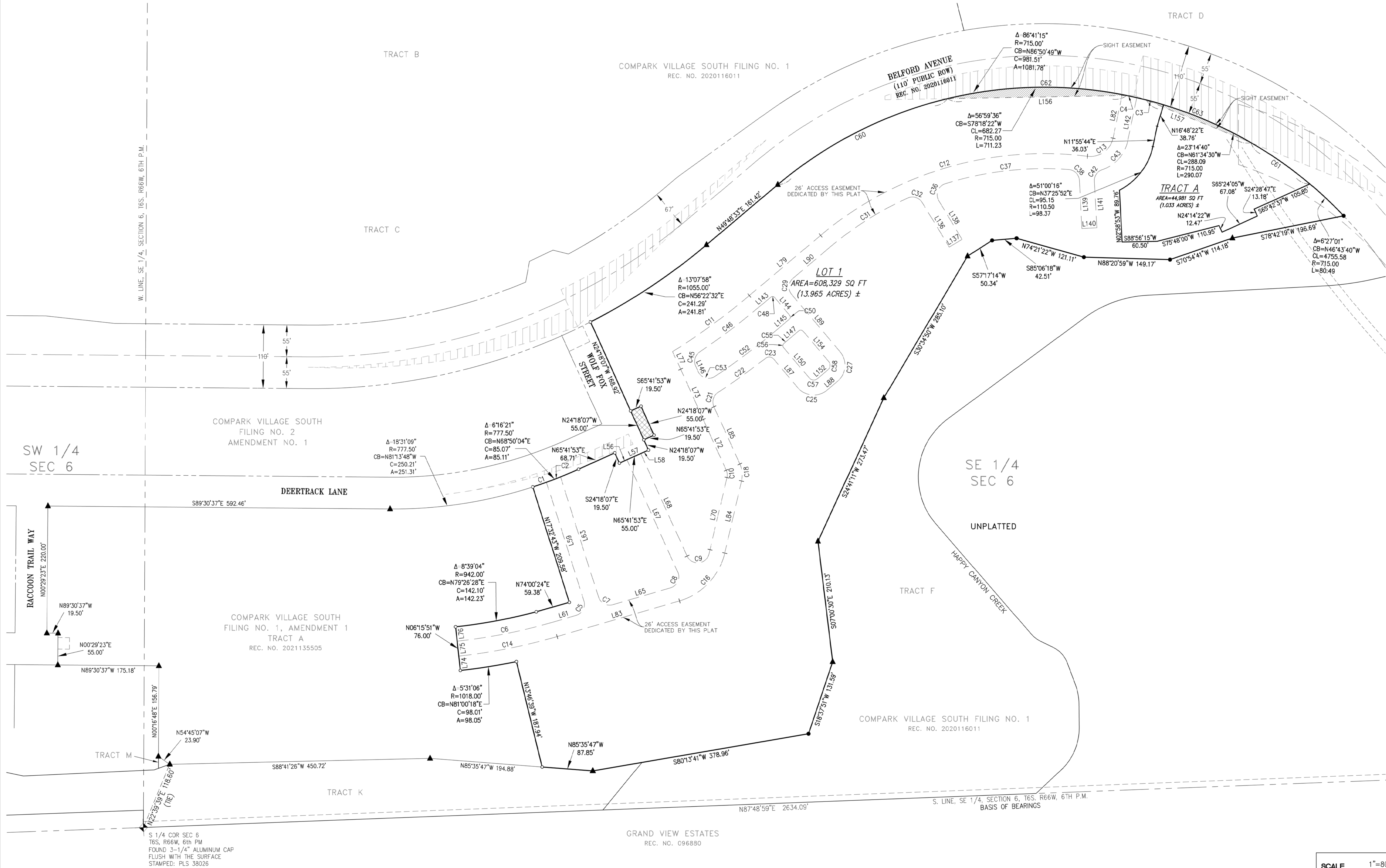
SCALE 1"=80'
DRAWN KGO
CHECKED JAW
APPROVED KGO

MERRICK
5970 Greenwood Plaza Blvd.,
Greenwood Village, CO 80111
Phone: 303-751-0741

JOB 65120950 DATE 8/1/22 SH 2 OF 4

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT - 14.998 ACRES



MONUMENT LEGEND

- ALIQUOT CORNER AS DESCRIBED
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH THE SURFACE
STAMPED: "MANHARD PLS 38445"
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673
- SET 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673

LEGEND

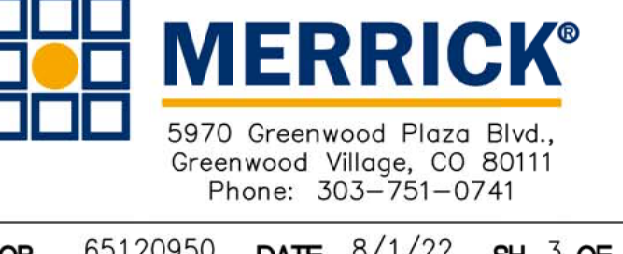
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- ROW LINE
- SIGHT DISTANCE TRIANGLE WITHIN ROW
- SIGHT DISTANCE TRIANGLE EASEMENT
DEDICATED BY THIS PLAT



KENNETH OUELLETTE, P.L.S. 24673
DATE: AUGUST 1, 2022
JOB NO. 65120950
FOR AND ON BEHALF OF MERRICK & COMPANY
kenneth.ouellette@merrick.com

SE COR SEC 6
T6S, R66W, 6th PM
FOUND 3-1/4" ALUMINUM CAP
FLUSH WITH THE SURFACE
STAMPED: PLS 12405

SCALE 1"=80'
DRAWN KGO
CHECKED JAW
APPROVED KGO



COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT – 14.998 ACRES

ACCESS EASEMENT TABLE

LINE TABLE		
LINE #	BEARING	LENGTH
L56	N65° 41' 53"E	14.44'
L57	N65° 41' 53"E	26.00'
L58	N65° 41' 53"E	14.56'
L59	S17° 32' 43"E	216.80'
L61	S73° 44' 52"W	42.01'
L63	S17° 32' 43"E	218.29'
L65	N73° 44' 52"E	104.04'
L67	N24° 18' 07"W	213.45'
L68	S24° 18' 07"E	194.91'
L70	N13° 07' 22"E	135.99'
L72	N24° 18' 07"W	96.27'
L73	N24° 18' 07"W	95.62'
L74	N6° 16' 46"W	25.00'
L75	N6° 14' 05"W	26.00'
L76	N6° 16' 46"W	25.00'
L77	N24° 18' 07"W	33.38'
L79	N49° 48' 33"E	161.42'
L82	N11° 55' 44"E	77.12'
L83	N73° 44' 52"E	220.64'
L84	N13° 07' 22"E	128.24'

LINE TABLE		
LINE #	BEARING	LENGTH
L85	N24° 18' 07"W	108.79'
L87	S40° 11' 27"E	64.93'
L88	N49° 48' 33"E	24.11'
L89	N40° 11' 27"W	130.00'
L90	N49° 48' 33"E	84.20'
L136	S31° 08' 54"E	90.13'
L137	N58° 51' 06"E	26.00'
L138	N31° 08' 54"W	78.14'
L139	S2° 58' 53"E	83.47'
L140	N87° 01' 07"E	26.00'
L141	N2° 58' 53"W	80.90'
L142	N11° 55' 44"E	77.12'
L143	N49° 48' 33"E	26.72'
L144	S40° 11' 27"E	41.00'
L145	S49° 48' 33"W	26.72'
L146	N24° 18' 07"W	10.14'
L147	S49° 48' 33"W	26.22'
L150	S40° 11' 27"E	69.02'
L152	N49° 48' 33"E	24.11'
L154	N40° 11' 27"W	69.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L156	N88° 59' 17"E	310.06'
L157	S67° 56' 45"E	198.66'

STORM EASEMENT TABLE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N17° 32' 43"W	17.72'
L2	S17° 32' 43"E	25.05'
L3	N65° 41' 53"E	22.96'
L5	N74° 21' 22"W	29.82'
L6	N68° 59' 16"E	155.86'
L7	N21° 00' 44"W	2.39'
L8	S18° 28' 17"E	8.42'
L9	S23° 36' 41"E	166.66'
L10	N85° 03' 05"E	8.23'
L11	N40° 33' 29"E	61.17'
L12	S86° 04' 26"E	54.27'
L13	S3° 55' 34"W	25.00'
L14	N86° 04' 26"W	41.70'
L15	S40° 33' 29"W	58.83'
L16	S85° 03' 05"W	36.40'
L17	N23° 36' 41"W	164.59'
L18	S68° 59' 16"W	98.06'
L19	S9° 46' 16"E	81.10'
L20	S80° 13' 44"W	25.00'

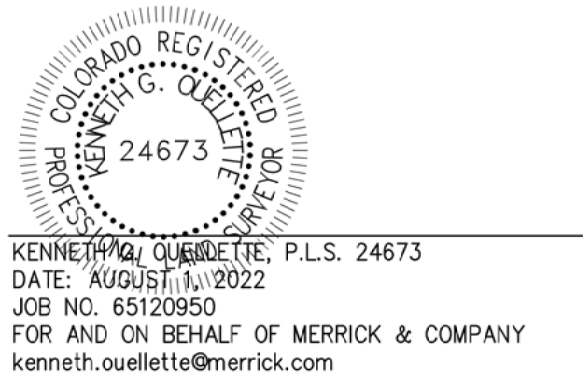
LINE TABLE		
LINE #	BEARING	LENGTH
L21	N9° 46' 16"W	76.13'
L22	S68° 59' 16"W	46.56'
L23	S57° 17' 14"W	50.34'
L25	S30° 34' 50"W	165.29'
L26	S51° 26' 16"W	137.66'
L27	N40° 11' 00"W	121.05'
L28	N65° 56' 24"W	88.07'
L29	N24° 03' 36"E	25.00'
L30	S65° 56' 24"E	93.79'
L31	S40° 11' 00"E	102.46'
L32	N51° 26' 16"E	108.75'
L33	N30° 34' 19"E	156.06'
L35	N57° 17' 14"E	51.75'
L36	N85° 06' 18"E	61.80'
L37	S74° 21' 22"E	75.98'
L38	N87° 01' 07"E	102.95'
L39	N2° 58' 53"W	10.56'
L40	S87° 01' 07"W	30.06'

LINE TABLE		
LINE #	BEARING	LENGTH
L41	N2° 58' 53"W	25.00'
L42	N87° 01' 07"E	34.85'
L43	N41° 46' 29"E	50.82'
L44	S48° 13' 31"E	25.00'
L45	S41° 46' 29"W	47.34'
L46	S2° 58' 53"E	45.44'
L47	S87° 01' 07"W	116.40'
L48	N74° 21' 22"W	91.30'
L49	S85° 06' 18"W	42.51'
L50	S11° 55' 44"W	29.26'
L51	S54° 49' 43"E	42.01'
L52	S35° 10' 17"W	25.00'
L53	N54° 49' 43"W	58.48'
L54	N11° 55' 44"E	46.84'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	1° 50' 35"	777.50'	N71° 02' 56"E	25.01'	25.01'
C2	1° 55' 09"	777.50'	N69° 10' 04"E	26.04'	26.04'
C3	3° 50' 07"	715.00'	N75° 06' 54"W	47.85'	47.86'
C4	2° 05' 00"	715.00'	N78° 04' 28"W	26.00'	26.00'
C5	86° 38' 04"	20.10'	S30° 18' 56"W	27.58'	30.39'
C6	10° 01' 03"	967.00'	S78° 45' 24"W	168.85'	169.07'
C7	88° 42' 37"	20.00'	S61° 53' 58"E	27.96'	30.96'
C8	98° 02' 58"	20.00'	N24° 43' 23"E	30.20'	34.23'
C9	140° 47' 50"	20.33'	N84° 37' 34"E	38.31'	49.97'
C10	37° 25' 29"	20.00'	N5° 35' 22"W	12.83'	13.06'
C11	8° 04' 01"	1170.00'	N53° 50' 34"E	164.59'	164.73'
C12	47° 22' 09"	600.00'	N73° 29' 38"E	482.04'	496.05'
C13	85° 14' 59"	40.00'	N54° 33' 13"E	54.18'	59.52'
C14	10° 01' 03"	993.00'	N78° 45' 24"E	173.39'	173.62'
C16	60° 37' 30"	113.00'	N43° 26' 07"E	114.07'	119.57'
C18	37° 25' 29"	46.00'	N5° 35' 22"W	29.52'	30.05'
C21	80° 51' 50"	20.00'	N16° 07' 48"E	25.94'	28.23'
C22	4° 33' 47"	1272.00'	N54° 16' 35"E	101.28'	101.30'
C23	87° 48' 52"	10.00'	S84° 05' 52"E	13.87'	15.33'
C25	90° 00' 00"	36.00'	S85° 11' 27"E	50.91'	56.55'
C27	90° 00' 00"	36.00'	N4° 48' 33"E	50.91'	56.55'
C29	90° 00' 00"	20.00'	N4° 48' 33"E	28.28'	31.42'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C31	15° 52' 07"	574.00'	N57° 44' 37"E	158.47'	158.97'
C32	83° 10' 23"	20.00'	S72° 44' 07"E	26.55'	29.03'
C36	103° 46' 04"	20.00'	N20° 44' 09"E	31.47'	36.22'
C37	21° 37' 19"	574.00'	N83° 25' 50"E	215.33'	216.61'
C38	82° 46' 37"	20.00'	S44° 22' 12"E	26.45'	28.89'
C42	74° 41' 10"	19.99'	N34° 20' 40"E	24.25'	26.06'
C43	59° 44' 35"	66.00'	N41° 48' 01"E	65.74'	68.82'
C45	80° 16' 59"	20.00'	N15° 50' 24"E	25.79'	28.02'
C46	6° 10' 20"	1196.00'	N52° 53' 43"E	128.78'	128.84'
C48	90° 00' 00"	4.50'	S85° 11' 27"E	6.36'	7.07'
C50	89° 59' 59"	4.50'	S4° 48' 34"W	6.36'	7.07'
C52	6° 15' 08"	1246.00'	S52° 56' 07"W	135.90'	135.97'
C53	99° 38' 12"	20.00'	N74° 07' 13"W	30.56'	34.78'
C55	0° 21' 15"	1272.00'	S49° 59' 11"W	7.86'	7.86'
C56	90° 21' 15"	5.00'	S4° 59' 11"W	7.09'	7.88'
C57	90° 00' 00"	10.00'	S85° 11' 27"E	14.14'	15.71'
C58	90° 00' 00"	10.00'	N4° 48' 33"E	14.14'	15.71'
C60	26° 39' 18"	715.00'	S63° 08' 13"W	329.64'	332.63'
C61	10° 00' 27"	715.00'	N54° 57' 23"W	124.72'	124.88'
C62	25° 03' 00"	715.00'	S88° 59' 17"W	310.06'	312.54'
C63	15° 57' 45"	715.00'	S67° 56' 45"E	198.66'	199.31'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C59	90° 00' 00"	5.00'	N85° 11' 27"W	7.07'	7.85'
C64	02° 02' 54"	700.00'	S75° 29' 30"E	25.03'	25.03'



ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS



Project #: 65120950

PROJECT NAME:
COMPARK SOUTH MF

DATE PREPARED 7/1/2022

ENGINEER
Merrick & Company

ESTIMATOR: CHECKED BY:
SR KW

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
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Compark South MF Public Improvements

6" Curb & Gutter	144	LF	\$26.00	\$3,744.00
5' Sidewalk (4" Thick), complete in place	83	SY	\$45.00	\$3,735.00
2'x10' Continental Style Crosswalk	20	LF	\$15.00	\$300.00
18" RCP	67	LF	\$105.00	\$7,066.50
24" RCP	56	LF	\$125.00	\$7,000.00
5' Type R inlet	2	EA	\$7,500.00	\$15,000.00
Retaining Wall	3700	SF	\$55.00	\$203,500.00
Outfall Forebay Impact Basin	1	EA	\$15,000.00	\$15,000.00
4' Storm MH	1	EA	\$7,000.00	\$7,000.00
5' Storm MH	1	EA	\$7,500.00	\$7,500.00
6' Storm MH	1	EA	\$8,000.00	\$8,000.00
Gravel maintenance access path	518	SY	\$50.00	\$25,900.00
5' Wide Trickle Channel	712	LF	\$45.00	\$32,040.00

Subtotal \$335,785.50

3% Survey \$10,073.57

5% Mobilization \$16,789.28

12% Construction Management & Testing \$40,294.26

10% Contingency \$33,578.55

Grand Total \$436,521.15

Security \$480,173.27

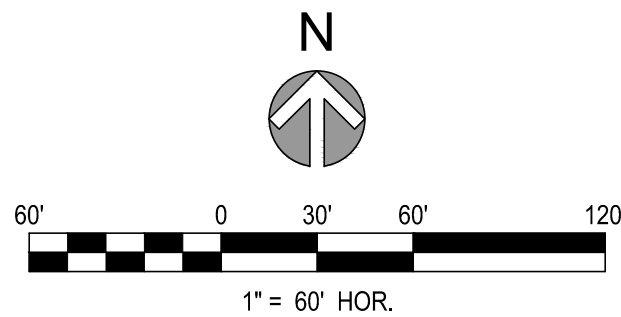
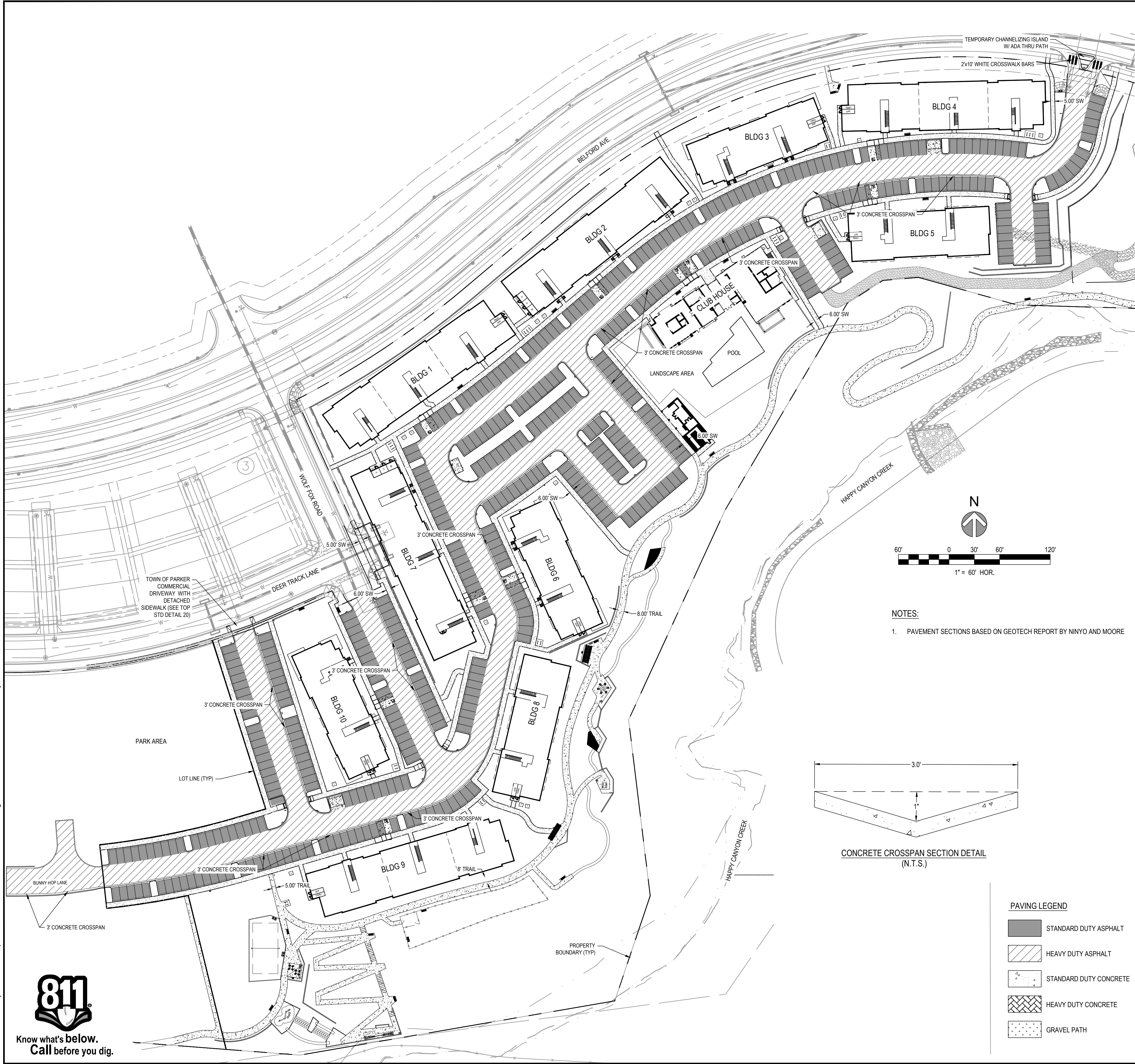
Specific Exclusions Include, But May Not Be Limited To:

1. Easements
2. Dry Utilities Lowerings and/or Relocation
3. Modifications to Existing Type R Inlet
4. Existing Vertical Curb and Gutter Repairs and/or Replacement
5. Landscaping and Irrigation

Opinions of Probable Construction Cost Disclaimer: In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost

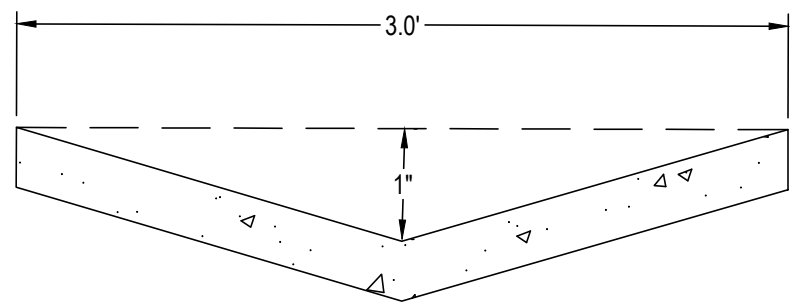
THIS AND ANY OTHER ELECTRONIC MEDIA, INSTRUMENT, OR SERVICE, PROVIDED BY MERRICK AND COMPANY, FOR A FUTURE PROJECT, REUSE OR MODIFICATION OF ANY UTILITY OR REPRESENTATION TO BE SUITABLE FOR REUSE IN WHOLE OR IN PART OR AN EXTENSION OF THE PROJECT OR ON ANY OTHER PROJECT. MERRICK AND COMPANY SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS INSTRUMENT OR SERVICE IN ANY MANNER THAT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE IN WHOLE OR IN PART OR AN EXTENSION OF THE PROJECT OR ON ANY OTHER PROJECT.

File Location: D:\DEN\Projects\0950-C40 Compark South\CAD\CDS\PCP\0950-PAVING PLAN.dwg Plot Date: 7/11/2022 11:59 AM Last Saved By: KBLACK



NOTES:

1. PAVEMENT SECTIONS BASED ON GEOTECH REPORT BY NINYO AND MOORE

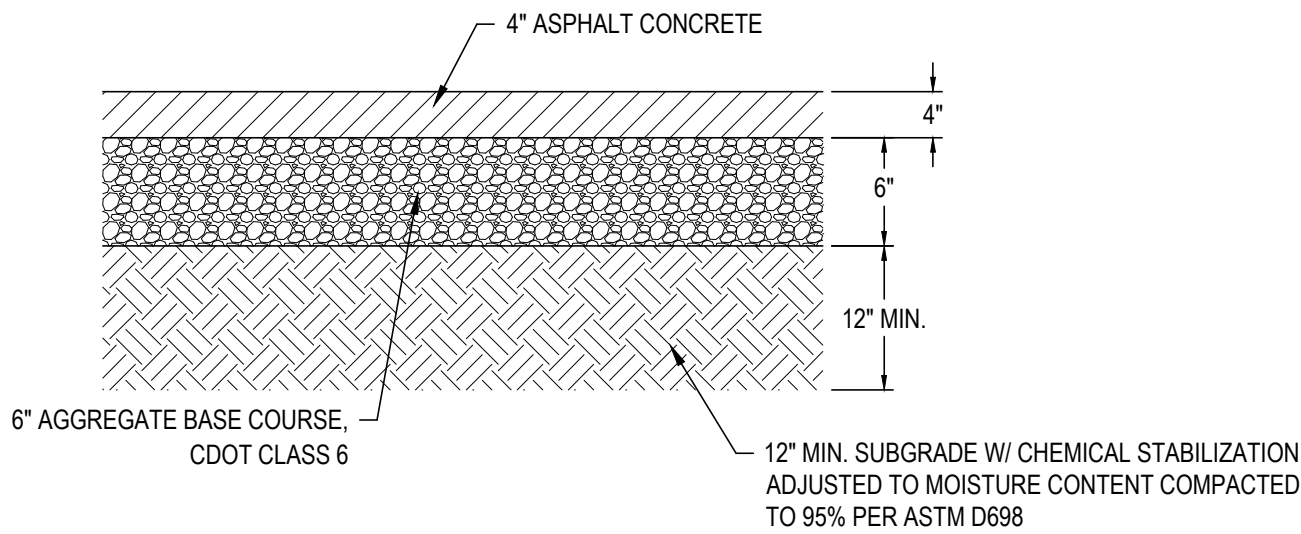


CONCRETE CROSSSPAN SECTION DETAIL
(N.T.S.)

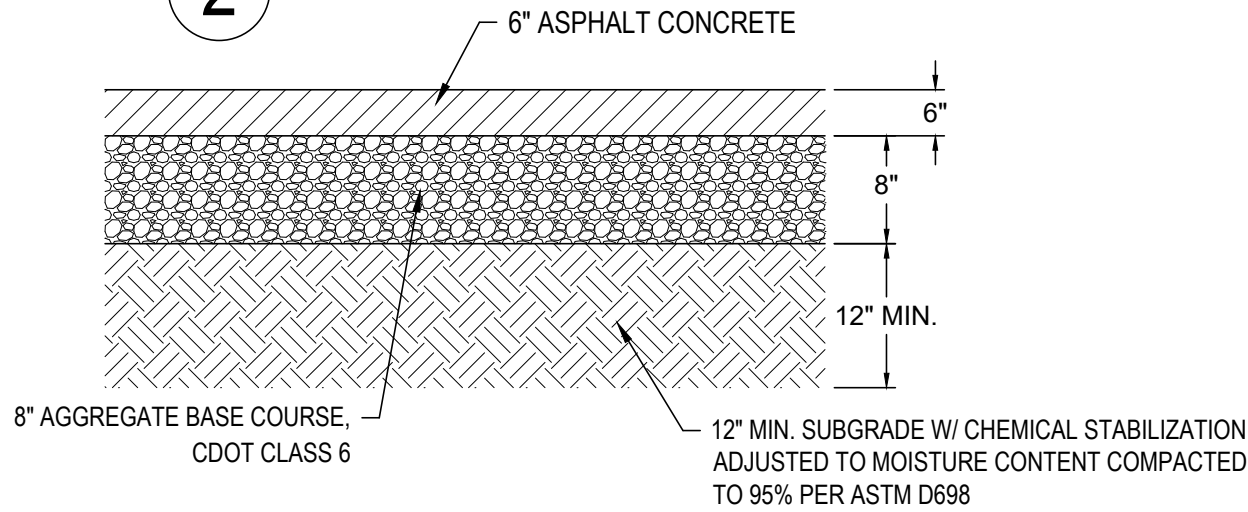
PAVING LEGEND

- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- STANDARD DUTY CONCRETE
- HEAVY DUTY CONCRETE
- GRAVEL PATH

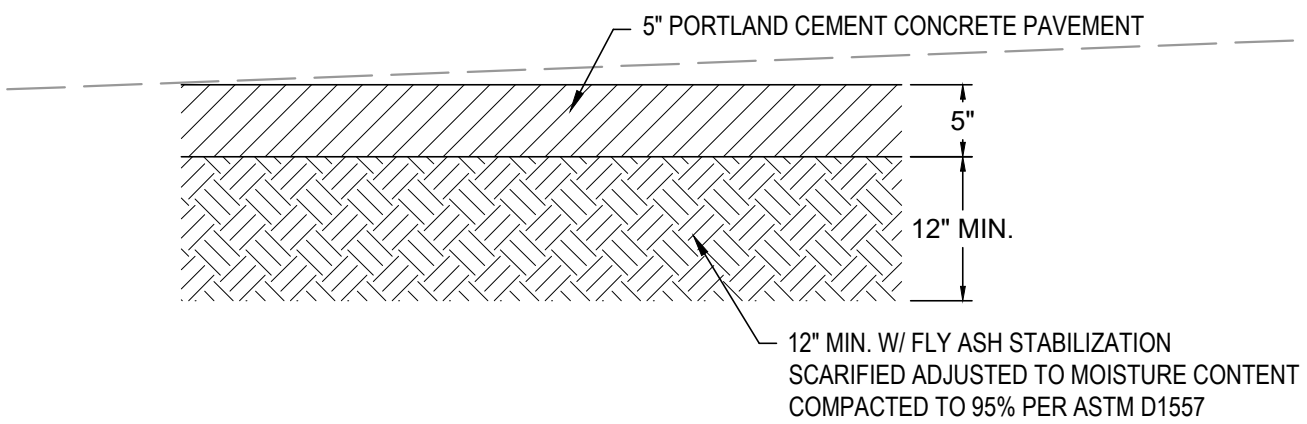
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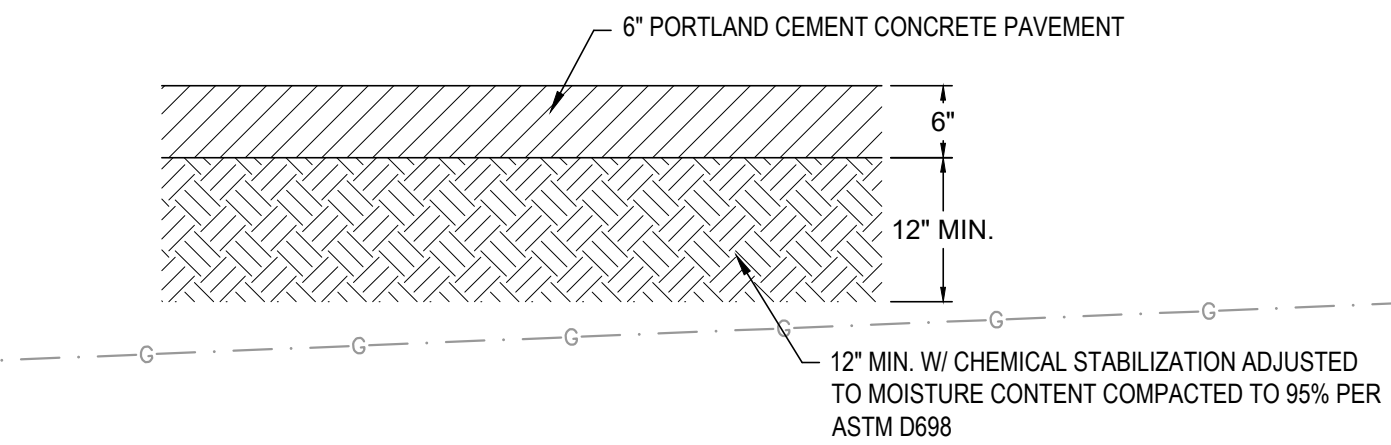
2 HEAVY DUTY ASPHALT



3 STANDARD DUTY CONCRETE



4 HEAVY DUTY CONCRETE



THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEERING CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING

DATE

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1, Amendment 2

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Century at Compark Village South, 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 **Compark Village South Filing No. 1, Amendment 2**, 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 January 5, 2015, which was recorded at Reception No. 2015001337 of the Douglas County real estate records, as amended by that First Amendment dated July 24, 2017, and recorded at Reception No. 2017055568 (as amended, the “**Annexation Agreement**”). 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. The Property Owner shall design and construct a pedestrian trail along Happy Canyon Creek, including a connection to the existing E-470 trail (the “Trail”), as shown in the approved Compark Village South Private Improvement Construction Plans, dated July 1, 2022 (the “Construction Plans”) prior to the release of the first building permit for any single-family residential unit or certificate of occupancy, temporary or otherwise, for any commercial or multi-family unit on the Property. That portion of the Construction Plans that specifically governs the construction of the Trail is attached hereto as **Exhibit E**. For purposes of clarity, the Construction Plans in their entirety are expressly adopted as part of the Agreement, whether or not attached as an exhibit.

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 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"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before October 31, 2023, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution

of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If, at the conclusion of the warranty period, the Developer does not remedy any defects in the Public Improvements as identified by the Town's Director of Engineering/Public Works, including items included in a punch list, the monies may be used to fix any such identified defects in the Public Improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

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

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: Century at Compark Village South, LLC
8390 E Crescent Pkwy, Suite 650
Greenwood Village, Colorado 80111

25. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

26. 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.

27. 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.

28. 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: CENTURY AT COMPARK
VILLAGE SOUTH, LLC**

By: _____

[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Century at Compark Village South, LLC.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Construction Drawings for Happy Canyon Creek Trail

Exhibit A – Legal Description

Tract B Compark Village South Filing No. 1, Amendment No. 1, Town of Parker, County of Douglas, State of Colorado.

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT - 14.998 ACRES

LEGAL DESCRIPTION:

TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1, RECORDED DECEMBER 8, 2021, AT RECEPTION NO. 2021135505
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2,
AMENDMENT 1, RECORDED NOVEMBER 25, 2020, AT RECEPTION NO. 2020116015, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT B;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B AND THE NORTHEASTERLY RIGHT-OF-WAY OF WOLF FOX STREET S24°18'07"E A
DISTANCE OF 168.92 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE SOUTHWESTERLY LINES OF SAID TRACT B AND THE NORTHEASTERLY RIGHT-OF-WAY OF WOLF FOX STREET THE
FOLLOWING THREE (3) COURSES:
1. N65°41'53"E A DISTANCE OF 19.50 FEET;
2. THENCE S24°18'07"E A DISTANCE OF 55.00 FEET;
3. THENCE S65°41'53"W A DISTANCE OF 19.50 FEET;
THENCE N24°18'07"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,073 SQUARE FEET (0.025 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 COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2.

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. 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 OF PARKER THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND
RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNER'S FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND
RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. THE TOWN OF PARKER SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS
THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN OF PARKER.

OWNER:
CENTURY AT COMPARK VILLAGE SOUTH LLC

BY: _____

TITLE: _____

ATTEST:

SECRETARY

STATE OF COLORADO)
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022, BY _____ print name

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE
OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES,
EXCEPT FOR THOSE ITEMS IDENTIFIED IN THE SCHEDULE B - SECTION 2 EXCEPTIONS OF THAT CERTAIN TITLE COMMITMENT ISSUED BY FIRST
AMERICAN TITLE INSURANCE COMPANY, COMMITMENTS NO. NCS-1047798-CO, WITH A COMMITMENT DATE OF JANUARY 15, 2021 AT 5:00 PM.

BY: _____ DATE: _____

TITLE _____

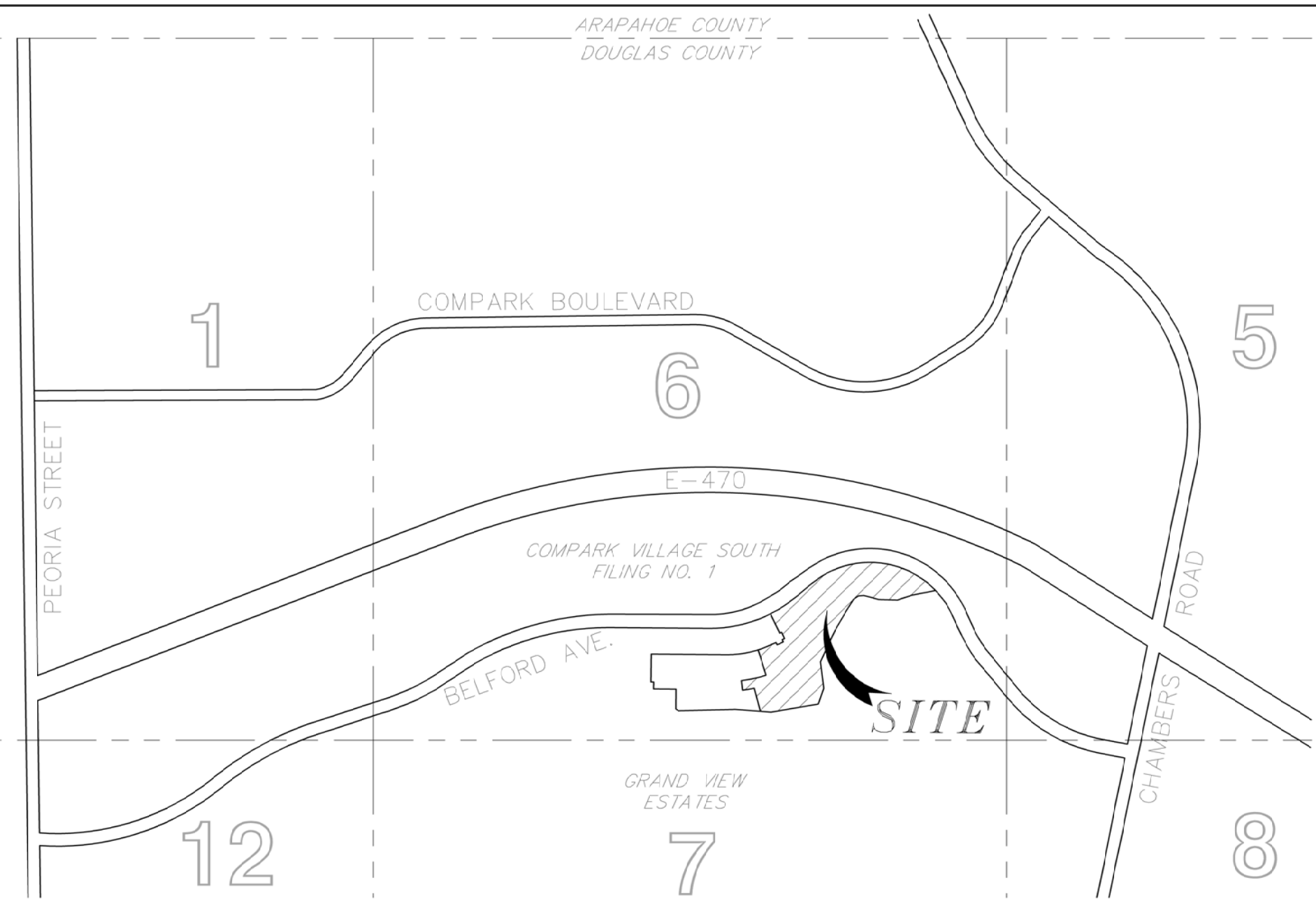
STATE OF COLORADO)
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022, BY _____ print name

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1" = 2000'

ACKNOWLEDGMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE
LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT
OBTAIN 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 SOUTH II LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

ATTEST:

SECRETARY

STATE OF COLORADO)
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022, BY _____ print name

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE MINOR DEVELOPMENT PLAT FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON 08/25/2016.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

APPROVAL OF TOWN COUNCIL:

TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1, AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING
NO. 2, AMENDMENT 1, IS HEREWTH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS
AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY
CLERK AND RECORDER, RECEPTION #2021135505 AND RECEPTION #2020116015.

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.

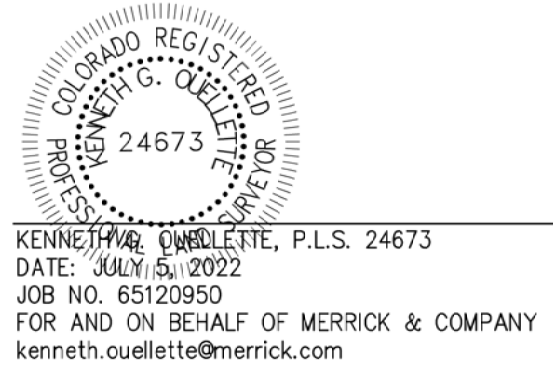
MAYOR, TOWN OF PARKER

ATTEST: _____
DEPUTY TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, KENNETH G. OUELLETTE, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE SURVEY OF COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2, WAS MADE BY ME OR DIRECTLY UNDER MY
SUPERVISION ON OR ABOUT THE DAY OF JULY 16, 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 _____, 2022.



PRELIMINARY

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY
WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS
SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A
CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3. BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, AS BEARING
N87°48'59"E A DISTANCE OF 2634.09 FEET BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4"
ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED: PLS 38028 AND THE SOUTHEAST CORNER OF SAID SECTION 6, BEING A
FOUND 3-1/4" ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED PLS 12405.

4. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET.

5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MERRICK & COMPANY TO DETERMINE OWNERSHIP OR EASEMENTS OF
RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, AND TITLE OF RECORD MERRICK & COMPANY RELIED UPON
REPORT NUMBER NCS-1047798-CO PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT DATE: JANUARY 15, 2021.

6. 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.

7. ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT
FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS, AND TRAFFIC CIRCULATION.
SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH
ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

8. 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.

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

10. PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF
ALL PARKING SPACES SITUATED WITHIN THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE
PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.

11. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE
PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO,
INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND
WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

LAND USE SUMMARY TABLE

PARCEL	LAND USAGE	OWNERSHIP /MAINTENANCE	SQ. FT.	ACRES
TRACT A	DRAINAGE TRACT	COMPARK SOUTH II LLC	44,981	1.033
LOT 1	FUTURE BUILDABLE LOTS	COMPARK SOUTH II LLC	608,329	13.965
TOTAL			653,310	14.998

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS)

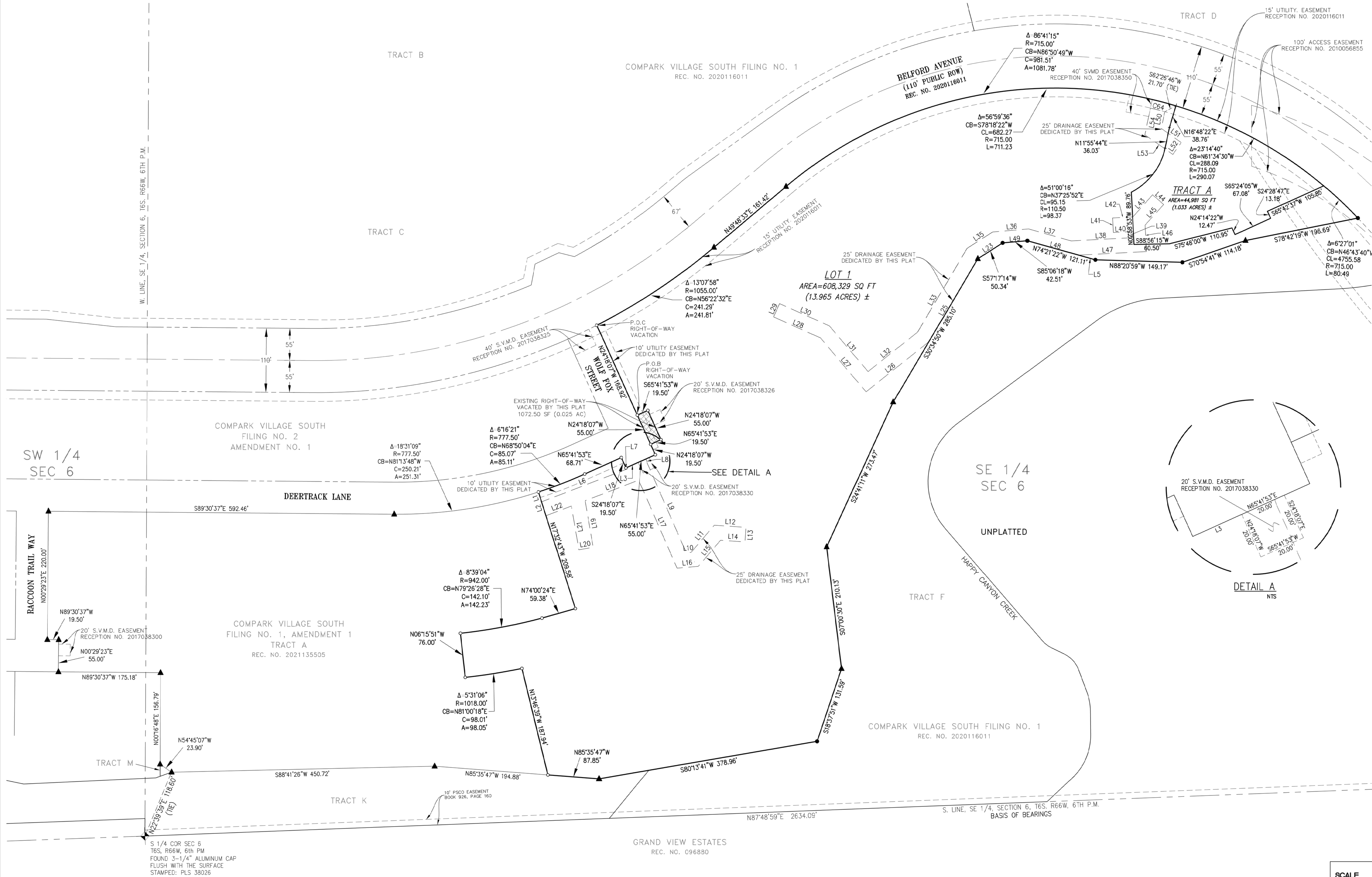
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS _____ DAY OF _____, 2022
AT _____ AM/PM RECEPTION NO. _____

DEPUTY, COUNTY CLERK AND RECORDER

SCALE	N/A	 MERRICK® 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Phone: 303-751-0741
DRAWN	KGO	
CHECKED	JAW	
APPROVED	KGO	
JOB 65120950 DATE 7/5/22 SH 1 OF 4		

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
AND A PORTION OF WOLF FOX STREET, COMPARK VILLAGE SOUTH FILING NO. 2, AMENDMENT 1
LOCATED IN THE SOUTH HALF OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT - 14.998 ACRES



MONUMENT LEGEND

- ALLOT CORNER AS DESCRIBED
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH THE SURFACE
STAMPED: "MANHARD PLS 38445"
- FOUND 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673
- SET 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673

- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- ROW LINE



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 5, 2022
JOB NO. 65120950
FOR AND ON BEHALF OF MERRICK & COMPANY
kenneth.ouelletto@merrick.com

PRELIMINARY

SE COR SEC 6
T6S, R66W, 6th PM
FOUND 3-1/4" ALUMINUM CAP
FLUSH WITH THE SURFACE
STAMPED: PLS 12405

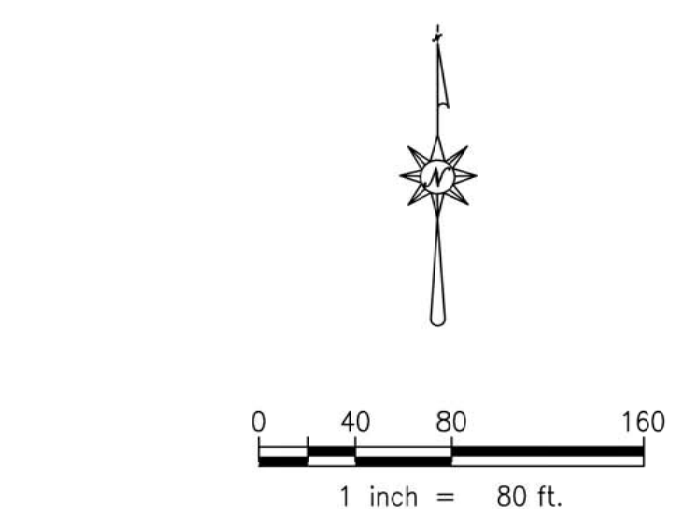
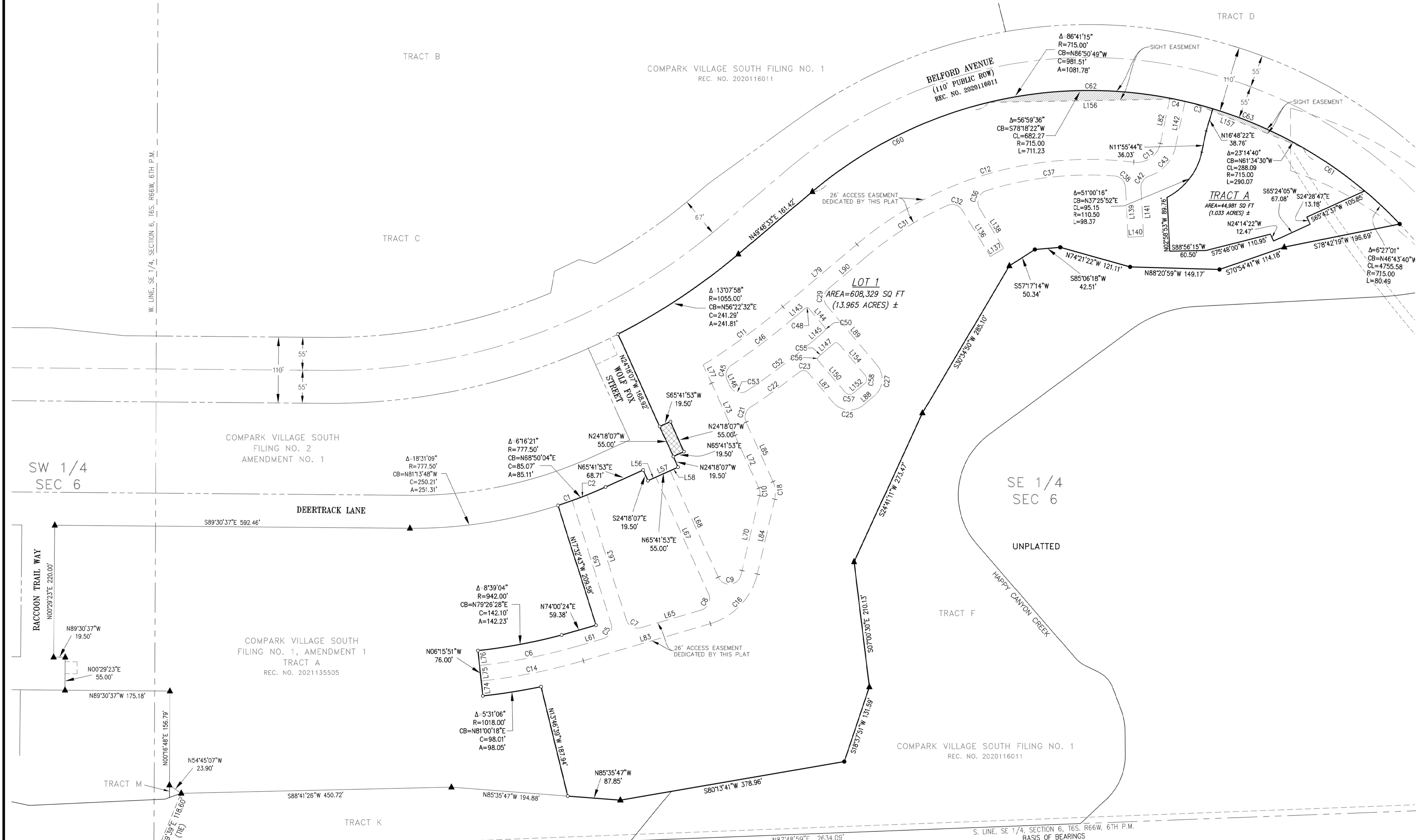
SCALE 1"=80'
DRAWN KGO
CHECKED JAW
APPROVED KGO



JOB 65120950 DATE 7/5/22 SH 2 OF 4

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT - 14.998 ACRES



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 - SET 1-1/4" YELLOW PLASTIC CAP
FLUSH WITH SURFACE
STAMPED: PLS 24673
- SECTION LINE
BOUNDARY LINE
LOT LINE
EASEMENT LINE
ROW LINE

COLORADO REGISTERED SURVEYOR
KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 5, 2022
JOB NO. 65120950
FOR AND ON BEHALF OF MERRICK & COMPANY
kenneth.ouelletto@merrick.com

PRELIMINARY

SE COR SEC 6
T6S, R66W, 6th PM
FOUND 3-1/4" ALUMINUM CAP
FLUSH WITH THE SURFACE
STAMPED: PLS 12405

SCALE 1"=80'
DRAWN KGO
CHECKED JAW
APPROVED KGO

MERRICK
5970 Greenwood Plaza Blvd.,
Greenwood Village, CO 80111
Phone: 303-751-0741

JOB 65120950 DATE 7/5/22 SH 3 OF 4

COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2

REPLAT OF TRACT B
ALL OF TRACT B, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 1
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1 LOT AND 1 TRACT – 14.998 ACRES

ACCESS EASEMENT TABLE

LINE TABLE		
LINE #	BEARING	LENGTH
L56	N65° 41' 53"E	14.44'
L57	N65° 41' 53"E	26.00'
L58	N65° 41' 53"E	14.56'
L59	S17° 32' 43"E	216.80'
L61	S73° 44' 52"W	42.01'
L63	S17° 32' 43"E	218.29'
L65	N73° 44' 52"E	104.04'
L67	N24° 18' 07"W	213.45'
L68	S24° 18' 07"E	194.91'
L70	N13° 07' 22"E	135.99'
L72	N24° 18' 07"W	96.27'
L73	N24° 18' 07"W	95.62'
L74	N6° 16' 46"W	25.00'
L75	N6° 14' 05"W	26.00'
L76	N6° 16' 46"W	25.00'
L77	N24° 18' 07"W	33.38'
L79	N49° 48' 33"E	161.42'
L82	N11° 55' 44"E	77.12'
L83	N73° 44' 52"E	220.64'
L84	N13° 07' 22"E	128.24'

LINE TABLE		
LINE #	BEARING	LENGTH
L85	N24° 18' 07"W	108.79'
L87	S40° 11' 27"E	64.93'
L88	N49° 48' 33"E	24.11'
L89	N40° 11' 27"W	130.00'
L90	N49° 48' 33"E	84.20'
L136	S31° 08' 54"E	90.13'
L137	N58° 51' 06"E	26.00'
L138	N31° 08' 54"W	78.14'
L139	S2° 58' 53"E	83.47'
L140	N87° 01' 07"E	26.00'
L141	N2° 58' 53"W	80.90'
L142	N11° 55' 44"E	77.12'
L143	N49° 48' 33"E	26.72'
L144	S40° 11' 27"E	41.00'
L145	S49° 48' 33"W	26.72'
L146	N24° 18' 07"W	10.14'
L147	S49° 48' 33"W	26.22'
L150	S40° 11' 27"E	69.02'
L152	N49° 48' 33"E	24.11'
L154	N40° 11' 27"W	69.00'

STORM EASEMENT TABLE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N17° 32' 43"W	17.72'
L2	S17° 32' 43"E	25.05'
L3	N65° 41' 53"E	22.96'
L5	N74° 21' 22"W	29.82'
L6	N68° 59' 16"E	155.86'
L7	N21° 00' 44"W	2.39'
L8	S18° 28' 17"E	8.42'
L9	S23° 36' 41"E	166.66'
L10	N85° 03' 05"E	8.23'
L11	N40° 33' 29"E	61.17'
L12	S86° 04' 26"E	54.27'
L13	S3° 55' 34"W	25.00'
L14	N86° 04' 26"W	41.70'
L15	S40° 33' 29"W	58.83'
L16	S85° 03' 05"W	36.40'
L17	N23° 36' 41"W	164.59'
L18	S68° 59' 16"W	98.06'
L19	S9° 46' 16"E	81.10'
L20	S80° 13' 44"W	25.00'

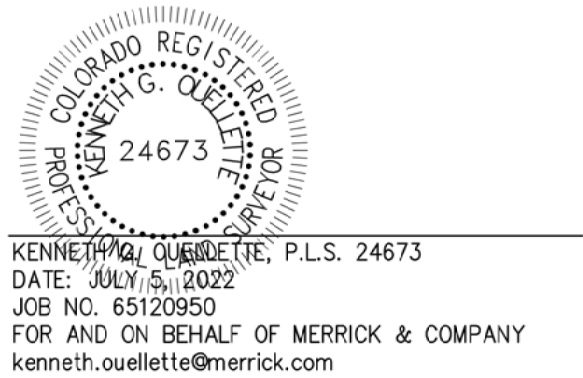
LINE TABLE		
LINE #	BEARING	LENGTH
L21	N9° 46' 16"W	76.13'
L22	S68° 59' 16"W	46.56'
L23	S57° 17' 14"W	50.34'
L25	S30° 34' 50"W	165.29'
L26	S51° 26' 16"W	137.66'
L27	N40° 11' 00"W	121.05'
L28	N65° 56' 24"W	88.07'
L29	N24° 03' 36"E	25.00'
L30	S65° 56' 24"E	93.79'
L31	S40° 11' 00"E	102.46'
L32	N51° 26' 16"E	108.75'
L33	N30° 34' 19"E	156.06'
L35	N57° 17' 14"E	51.75'
L36	N85° 06' 18"E	61.80'
L37	S74° 21' 22"E	75.98'
L38	N87° 01' 07"E	102.95'
L39	N2° 58' 53"W	10.56'
L40	S87° 01' 07"W	30.06'

LINE TABLE		
LINE #	BEARING	LENGTH
L41	N2° 58' 53"W	25.00'
L42	N87° 01' 07"E	34.85'
L43	N41° 46' 29"E	50.82'
L44	S48° 13' 31"E	25.00'
L45	S41° 46' 29"W	47.34'
L46	S2° 58' 53"E	45.44'
L47	S87° 01' 07"W	116.40'
L48	N74° 21' 22"W	91.30'
L49	S85° 06' 18"W	42.51'
L50	S11° 55' 44"W	29.26'
L51	S54° 49' 43"E	42.01'
L52	S35° 10' 17"W	25.00'
L53	N54° 49' 43"W	58.48'
L54	N11° 55' 44"E	46.84'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	1° 50' 35"	777.50'	N71° 02' 56"E	25.01'	25.01'
C2	1° 55' 09"	777.50'	N69° 10' 04"E	26.04'	26.04'
C3	3° 50' 07"	715.00'	N75° 06' 54"W	47.85'	47.86'
C4	2° 05' 00"	715.00'	N78° 04' 28"W	26.00'	26.00'
C5	86° 38' 04"	20.10'	S30° 18' 56"W	27.58'	30.39'
C6	10° 01' 03"	967.00'	S78° 45' 24"W	168.85'	169.07'
C7	88° 42' 37"	20.00'	S61° 53' 58"E	27.96'	30.96'
C8	98° 02' 58"	20.00'	N24° 43' 23"E	30.20'	34.23'
C9	140° 47' 50"	20.33'	N84° 37' 34"E	38.31'	49.97'
C10	37° 25' 29"	20.00'	N5° 35' 22"W	12.83'	13.06'
C11	8° 04' 01"	1170.00'	N53° 50' 34"E	164.59'	164.73'
C12	47° 22' 09"	600.00'	N73° 29' 38"E	482.04'	496.05'
C13	85° 14' 59"	40.00'	N54° 33' 13"E	54.18'	59.52'
C14	10° 01' 03"	993.00'	N78° 45' 24"E	173.39'	173.62'
C16	60° 37' 30"	113.00'	N43° 26' 07"E	114.07'	119.57'
C18	37° 25' 29"	46.00'	N5° 35' 22"W	29.52'	30.05'
C21	80° 51' 50"	20.00'	N16° 07' 48"E	25.94'	28.23'
C22	4° 33' 47"	1272.00'	N54° 16' 35"E	101.28'	101.30'
C23	87° 48' 52"	10.00'	S84° 05' 52"E	13.87'	15.33'
C25	90° 00' 00"	36.00'	S85° 11' 27"E	50.91'	56.55'
C27	90° 00' 00"	36.00'	N4° 48' 33"E	50.91'	56.55'
C29	90° 00' 00"	20.00'	N4° 48' 33"E	28.28'	31.42'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C31	15° 52' 07"	574.00'	N57° 44' 37"E	158.47'	158.97'
C32	83° 10' 23"	20.00'	S72° 44' 07"E	26.55'	29.03'
C36	103° 46' 04"	20.00'	N20° 44' 09"E	31.47'	36.22'
C37	21° 37' 19"	574.00'	N83° 25' 50"E	215.33'	216.61'
C38	82° 46' 37"	20.00'	S44° 22' 12"E	26.45'	28.89'
C42	74° 41' 10"	19.99'	N34° 20' 40"E	24.25'	26.06'
C43	59° 44' 35"	66.00'	N41° 48' 01"E	65.74'	68.82'
C45	80° 16' 59"	20.00'	N15° 50' 24"E	25.79'	28.02'
C46	6° 10' 20"	1196.00'	N52° 53' 43"E	128.78'	128.84'
C48	90° 00' 00"	4.50'	S85° 11' 27"E	6.36'	7.07'
C50	89° 59' 59"	4.50'	S4° 48' 34"W	6.36'	7.07'
C52	6° 15' 08"	1246.00'	S52° 56' 07"W	135.90'	135.97'
C53	99° 38' 12"	20.00'	N74° 07' 13"W	30.56'	34.78'
C55	0° 21' 15"	1272.00'	S49° 59' 11"W	7.86'	7.86'
C56	90° 21' 15"	5.00'	S4° 59' 11"W	7.09'	7.88'
C57	90° 00' 00"	10.00'	S85° 11' 27"E	14.14'	15.71'
C58	90° 00' 00"	10.00'	N4° 48' 33"E	14.14'	15.71'
C60	26° 39' 18"	715.00'	S63° 08' 13"W	329.64'	332.63'
C61	10° 00' 27"	715.00'	N54° 57' 23"W	124.72'	124.88'
C62	25° 03' 00"	715.00'	S88° 59' 17"W	310.06'	312.54'
C63	15° 57' 45"	715.00'	S67° 56' 45"E	198.66'	199.31'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C59	90° 00' 00"	5.00'	N85° 11' 27"W	7.07'	7.85'
C64	02° 02' 54"	700.00'	S75° 29' 30"E	25.03'	25.03'



PRELIMINARY

SCALE1"=80'

DRAWNKGQ

CHECKEDJAW

APPROVEDKGQ

MERRICK®

5970 Greenwood Plaza Blvd.,
Greenwood Village, CO 80111
Phone: 303-751-0741

JOB

65120950

DATE

7/5/22

SH

4 OF 4

EXHIBIT C

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS



Project #: 65120950

PROJECT NAME:
COMPARK SOUTH MF

DATE PREPARED 7/1/2022

ENGINEER
Merrick & Company

ESTIMATOR: CHECKED BY:
SR KW

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
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Compark South MF Public Improvements

6" Curb & Gutter	144	LF	\$26.00	\$3,744.00
5' Sidewalk (4" Thick), complete in place	83	SY	\$45.00	\$3,735.00
2'x10' Continental Style Crosswalk	20	LF	\$15.00	\$300.00
18" RCP	67	LF	\$105.00	\$7,066.50
24" RCP	56	LF	\$125.00	\$7,000.00
5' Type R inlet	2	EA	\$7,500.00	\$15,000.00
Retaining Wall	3700	SF	\$55.00	\$203,500.00
Outfall Forebay Impact Basin	1	EA	\$15,000.00	\$15,000.00
4' Storm MH	1	EA	\$7,000.00	\$7,000.00
5' Storm MH	1	EA	\$7,500.00	\$7,500.00
6' Storm MH	1	EA	\$8,000.00	\$8,000.00
Gravel maintenance access path	518	SY	\$50.00	\$25,900.00
5' Wide Trickle Channel	712	LF	\$45.00	\$32,040.00

Subtotal \$335,785.50

3% Survey \$10,073.57

5% Mobilization \$16,789.28

12% Construction Management & Testing \$40,294.26

10% Contingency \$33,578.55

Grand Total \$436,521.15

Security \$480,173.27

Specific Exclusions Include, But May Not Be Limited To:

1. Easements
2. Dry Utilities Lowerings and/or Relocation
3. Modifications to Existing Type R Inlet
4. Existing Vertical Curb and Gutter Repairs and/or Replacement
5. Landscaping and Irrigation

Opinions of Probable Construction Cost Disclaimer: In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type LOC number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

Name of Developer: [Type in name of developer.]

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature **Must** Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

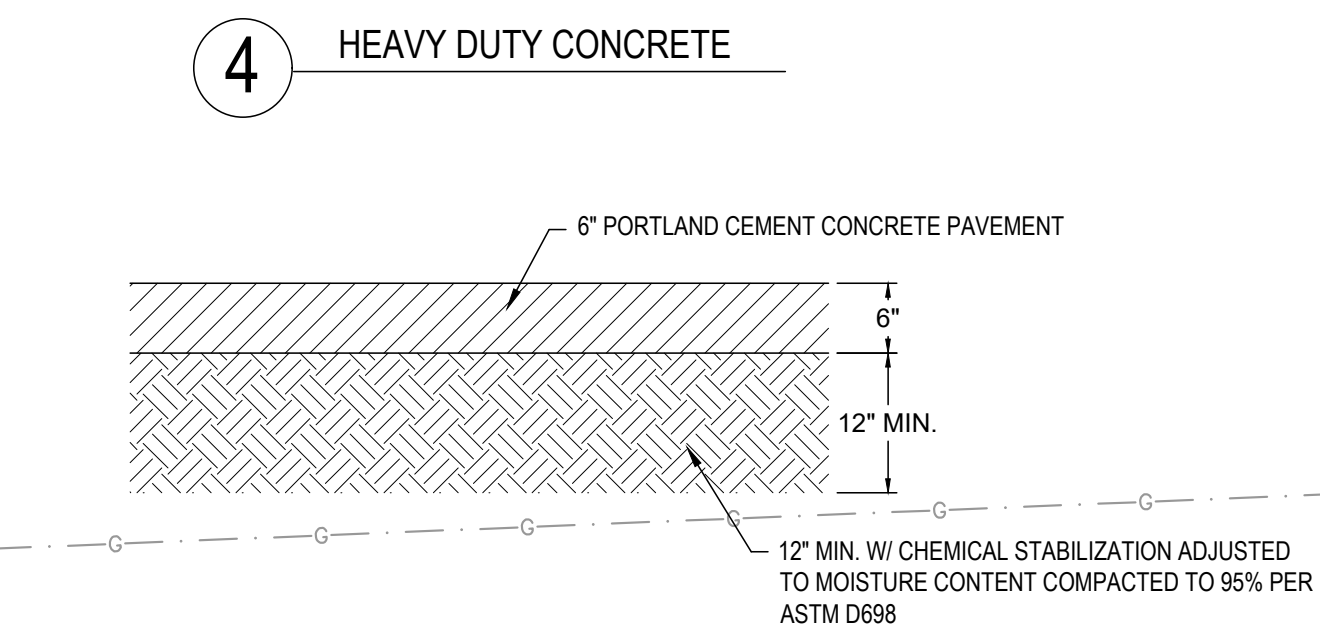
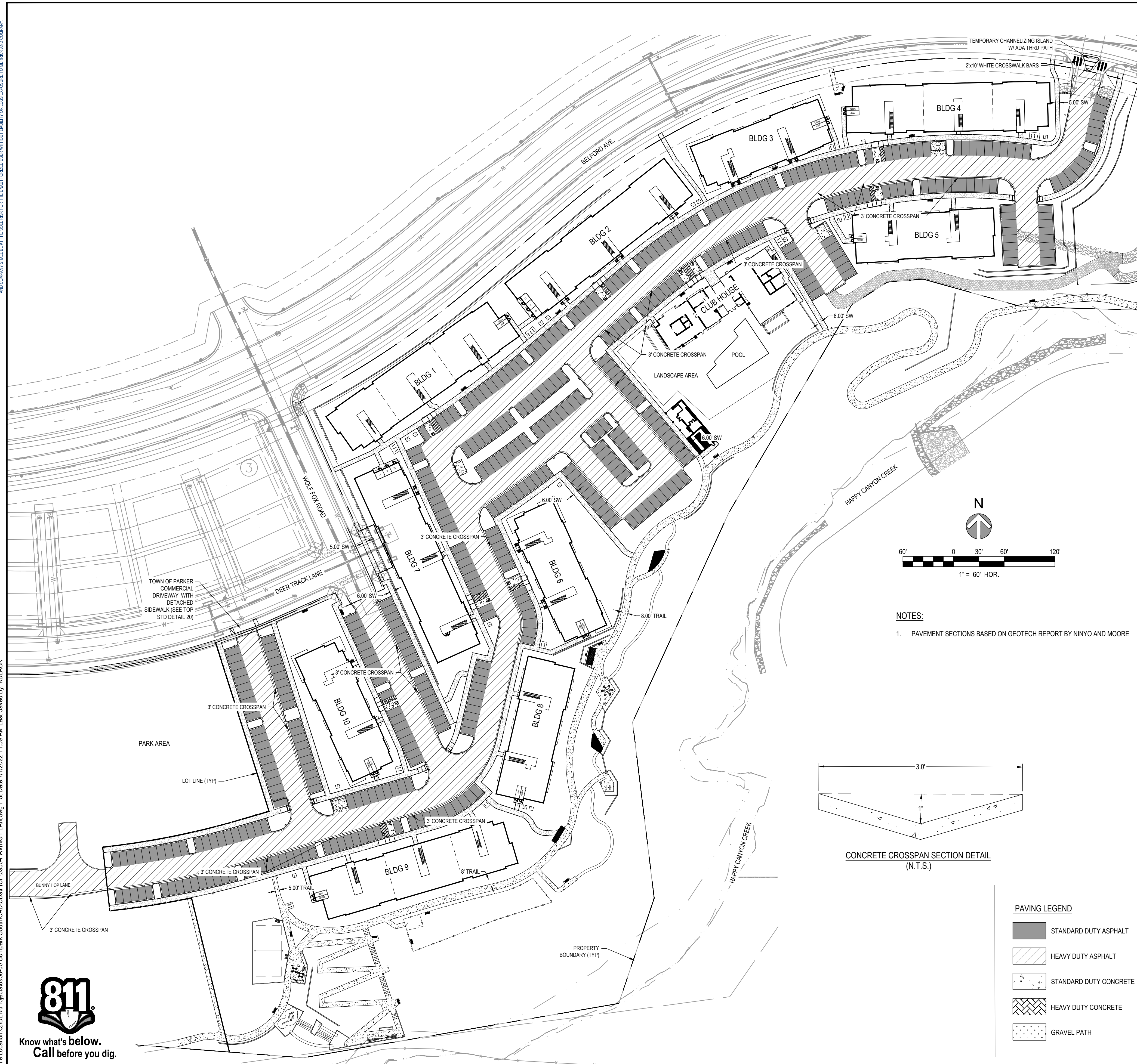
[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$_____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker



THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY OR CORRECTNESS OF ENGINEERING CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON-SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING

DATE _____

[illegible]



Request for Town Council Action

Date: September 6, 2022

Submitted By: John Fussa, Community Development Director
Carson Byerhof, Associate Planner

Reviewed By: Michelle Kivela, Town Manager

Title: **PARKER DOWNS F3 AMD 1 L2 - Use by Special Review**

Applicant: MHLK Properties

Location: South side of Longs Way east of Dransfeldt Road

Department: Community Development, Carson Byerhof

TRAKiT No.: Z22-021

EXECUTIVE SUMMARY

The applicant, MHLK Properties, has submitted a Use by Special Review (UbSR) application to permit an auto and truck repair use on a commercial property located at 18910 Longs Way between Dransfeldt Road and Parker Road.

Criteria for Consideration

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

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
2. Will be consistent with the Town Master Plan;
3. Will not result in an over-intensive use of land;
4. Will not have a material adverse effect on community capital improvement programs;
5. Will not require a level of community facilities and services greater than that which is available;
6. Will not result in undue traffic congestion or traffic hazards;
7. Will not cause significant air, water or noise pollution;
8. Will be adequately landscaped, buffered and screened; and
9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The applicant, MHLK Properties, has submitted a UbSR application to permit the repurposing of an existing building with a proposed auto service and repair use. The subject property, Lot 2 of the Parker Downs subdivision, is located on the south side of Longs Way between Dransfeldt Road and Parker Road in a Modified Commercial zoning district. The zoning at Section Two (2) permits auto and truck repair subject to the Special Review process.

The original site plan for the subject property was approved in 1999 and included two (2) identical commercial buildings. The building that the applicant proposes for auto and truck repair use was originally occupied by Kwal Paints and then Ponderosa Petroleum. The applicant plans to repurpose the building that Ponderosa Petroleum occupied and operate Hoover Mercedes on the property for the repair and service of Mercedes-Benz vehicles if the Town Council approves the application.

Auto and truck repair is permitted through the Special Review process in the Modified Commercial zoning district for the site. A UbSR zoning approach is utilized when a proposed use may have unique characteristics and/or generate potentially negative impacts that require additional review and mitigation of impacts beyond those uses that are permitted on a by-right basis within a zoning district. Additionally, the UbSR process requires an applicant to address, and the Town Council to consider, whether the proposed use meets, or has the potential to meet, subject to conditions, the nine (9) approval criteria set forth in the Land Development Ordinance and outlined in the Planning Commission staff report.

A UbSR is an evaluation of the proposed use and is not a site plan, so it does not include the review of detailed site design, development standards or construction methods. The review of the latter items occurs during the site plan and building permit process if the UbSR is approved. The applicant has submitted a site plan adjustment application with improvements focused primarily upon additional landscaping and screening of parking and driving areas on the subject property.

The Planning Commission held a public hearing for the proposed UbSR application on August 25, 2022 and voted to recommend that Town Council approve the application subject to the conditions outlined in the staff report.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Site Plan Adjustment
4. Applicant Narrative

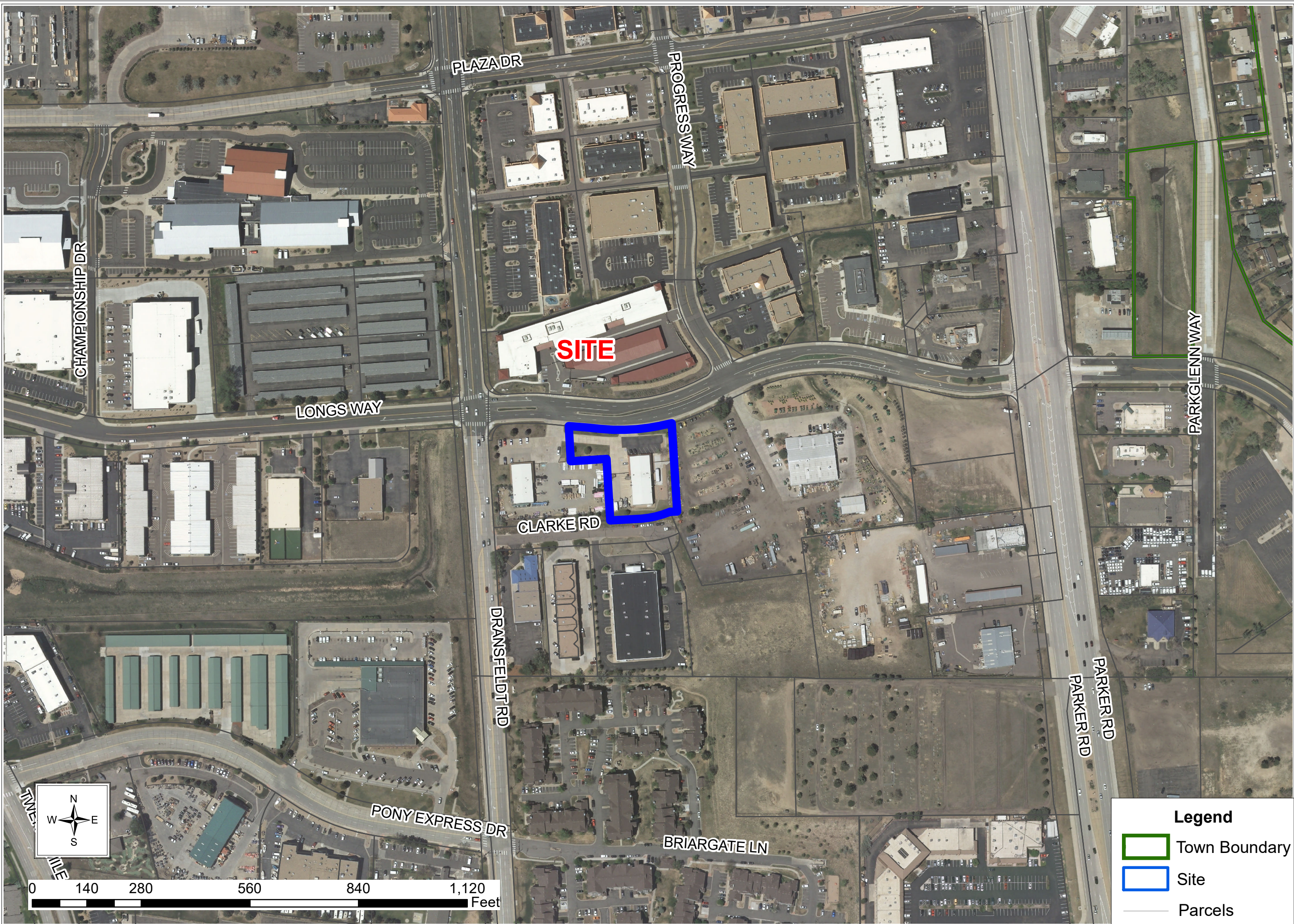
RECOMMENDED MOTION

I move to approve, based on staff findings, subject to the following conditions contained in the staff report:

1. That the Use by Special Review materials submitted to the Community Development Department on April 26, 2022, shall be the approved Use by Special Review materials.
2. A building and grading permit shall be required for any interior or exterior work completed on site.
3. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for and a Site Plan has been approved. The Community Development Director, upon written request, may grant a ninety-(90) day extension.
4. The applicant shall provide additional landscaping and screening of the parking and driving areas on the site to mitigate visual impacts.
5. All hazardous and environmentally toxic materials shall be properly collected and disposed/recycled according to State and Federal regulations. Fluid spills shall be immediately cleaned and remediated to address spills and prevent hazardous runoff.
6. The electric gate on the south side of the property shall be installed with an "Opticom" remote opening device for emergency access for first responders.

Use by Special Review - Hoover Mercedes

Use by Special Review - Hoover Mercedes





Planning Commission Staff Report

Planning Commission Date: 8/25/2022

Town Council Date: 9/6/2022

Hearing Type: Public Hearing
PARKER DOWNS FILING No. 3 1st AMENDMENT
LOT 2 – Use by Special Review for Auto Service and Repair
TRAKiT No(s): Z22-021

Location: 18910 Longs Way

Project Planner: Carson Byerhof, Planner

Applicant: Michael Hoover, MHLK Properties

Executive Summary: The applicant, MHLK Properties, is proposing a Use by Special Review to allow for the repurposing of an existing building for a proposed auto service and repair facility. The site is located on the south side of Longs Way east of Dransfeldt Road.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Parker Downs Filing No.3, 1st Amendment Lot 2 Use by Special Review request to allow for a proposed auto service and repair facility, subject to the following conditions:”

- 1. That the Use by Special Review materials submitted to the Community Development Department on April 26, 2022, shall be the approved Use by Special Review materials.*
- 2. A building permit shall be required for any interior or exterior work completed on site.*
- 3. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for and a Site Plan has been approved. The Community Development Director, upon written request, may grant a ninety-(90) day extension.*
- 4. The applicant shall provide additional vegetation to screen parking and driving areas on the site.*
- 5. All hazardous and environmentally toxic materials shall be properly collected and disposed/recycled. Fluid spills shall be immediately cleaned to prevent toxic runoff.*

6. *The electric gate on the south side of the property shall be installed with an “Opticom” remote opening device for emergency access for first responders.*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Parker Downs Filing No.3, 1st Amendment Lot 2 Use by Special Review request to allow for a proposed auto service and repair facility.”

“I move the Planning Commission recommend Town Council deny the Parker Downs Filing No.3, 1st Amendment Lot 2 Use by Special Review request to allow for a proposed auto service and repair facility.”

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

“I move the Planning Commission vote to continue the Parker Downs Filing No.3, 1st Amendment Lot 2 Use by Special Review request to allow for a proposed auto service and repair facility.”

I. BACKGROUND/DISCUSSION

The applicant, MHLK properties, is requesting a Use by Special Review to allow for the repurposing of an existing building to a proposed auto service and repair use. The site, Lot 2 of the Parker Downs subdivision, is located in a Modified Commercial zoning district. Section 2 of the modified commercial zoning lists auto and truck repair as a Use by Special Review.

The site plan for this property was approved in 1999 and included two (2) identical buildings in a commercial zoning district. The building the auto service and repair facility proposes to relocate in was originally occupied by Kwal paints and then Ponderosa Petroleum.

The applicant is proposing to repurpose the existing building and site for auto service and repair. Car and Truck Repair is permitted as a Use by Special Review in the modified commercial zoning district for the site. Uses by Special Review are established in zone districts when a proposed use may present external impacts that require additional review beyond those uses that considered by right within a zone district.

The Use by Special Review is to determine whether or not the requested *use* meets or can meet, subject to conditions, the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

A Use by Special Review does not include the review of specific development standards or construction standards. The review of those items occurs during the site plan and building permit processes. There are no building modifications included with this proposal and the applicant has submitted a Site Plan Adjustment to allow for additional vegetative screening of parking and drive areas.

Vicinity Map



Lot 2 Parker Downs Filing No.3 Amendment 1
Use by Special Review - Hoover Mercedes

II. PRIOR ACTIONS

Date	Action
03/29/1982	Town Council approved the Parker Downs/Moran Annexation and Rezoning, which zoned the property commercial.
12/16/1992	Town Council approved the Replat and Rezoning of the lot which divided the lot into two lots and rezoned the property modified commercial.
09/13/1999	Staff approved the Site Plan to construct two identical 5,000 sq. ft. buildings.
07/20/2011	Staff approved the Replat to create the existing lot.

III. CURRENT SITE DATA

Existing Zoning	Modified Commercial		
Overlay District	Light Industrial Conservation Industrial District		
PD & Plan Area	N/A		
Master Plan Area	Light Industrial		
Site Acreage	1.1 Acres		
Subdivision	Parker Downs		
Existing Use	This property consists of one existing building totaling 5,000 square feet. The current site was built for commercial and auto-oriented businesses in 1999. The property was previously owned by Ponderosa Petroleum and used for their executive offices and storage/office space for their contractor(s).		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	PD - Planned Development	Storage
South	Light Industrial	LI - Light Industrial	Flex Space – Commercial & Light Industrial
East	Light Industrial	C - Commercial District	Light Industrial
West	Light Industrial	Modified Commercial	Light Industrial

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Light Industrial District is centrally located with spaces that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor, noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.E Land Use 1.H Land Use 1.K
Inconsistent Goals/Strategies	None
Staff Analysis	The property is located within the Light Industrial Character Area of the Town's Master Plan. The Master Plan identifies the Light Industrial Character Area as being intended to provide a location for a variety of work processes including manufacturing, machine shops, production facilities, distribution facilities, flex office, and commercial services. Auto service and repair is classified as commercial service, which is consistent with General Land Use Plan recommendations in Chapter 6 of the Parker 2035 Master Plan. The requested Use by Special Review is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons" Land Use 1.A: The proposed facility is in a modified commercial zoning district which

	supports auto-oriented businesses alongside standard commercial uses. • Land Use 1.C: The request will expand economic opportunities for commercial and light industrial land use types. • Land Use 1.E: The site is situated in a modified commercial zoning district which supports auto-oriented businesses and supports a transition between commercial and light industrial zoning districts. • Land Use 1.H: The proposed site will provide local and convenient service to nearby uses and communities. • Land Use 1.K: The proposed uses will not be standalone storage.
--	--

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 70’ / 40’ Side – 60’ / 25’ Rear – 60’ / 25’	The existing building will not be expanded upon with this application.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	The request is for commercial development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	22’ / 35’ max	The existing building will not be expanded upon with this application.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	45,579 SQ FT (1.1 AC)	The proposed use will maintain the existing lot size.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	The existing building will not be expanded upon with this application.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Existing landscaping is well maintained and in accordance with originally approved Site Plan. Proposed landscaping will screen parking and driving areas.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	The originally approved site plan meets the parking	☒ Consistent ☐ Inconsistent

		standards for the proposed use.	☒ N/A
Miscellaneous	Utilities	Parker Water and Sanitation District, IREA and Xcel Energy will continue to provide utility service to the development.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Staff has determined the proposed use meets the requirements of the modified commercial zoning district.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The proposed site will maintain the existing access off of Longs Way. There are no proposed changes to the existing vehicular access or traffic circulation.

This property is serviced with concrete walks along Longs Way, which adequately serve pedestrian connectivity to surrounding areas.

VII. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant analysis and findings:

The proposed use will be in harmony and compatible with the character of the surrounding areas and neighborhood. There will be no exterior changes to the existing building, which is currently in harmony and compatible with the character of the surrounding areas and neighborhood. Located in the heart of Parker's light industrial district, the building actually offers an appearance equal to or superior to the surrounding uses. The surrounding uses include:

North – 18901 Longs Way – Mini U Storage, a self-storage facility.

East – 19020 Longs Way – Potestio Brothers' John Deere dealership and service center. This property also features a street-front tractor display area and a large outdoor parking and storage area on the south and west sides of the main building.

South – 18850 E Clarke Rd – A multi-tenant flex-warehouse building which includes a volleyball club (Relentless Volleyball Club, Unit 600), and a fire protection equipment supplier (Systems Management Group, Unit 100).

West – 18810 Longs Way – DBC (Denver Brass and Copper) Irrigation Supply, a lawn irrigation equipment supplier.

Built in 2000 as a Retail Showroom/Warehouse for Kwal Paints, 18910 Longs Way was built in accordance with the Town of Parker's requirements and continues to surpass the expectations of harmony and compatibility with the area. The proposed use will not alter the appearance of the property as all repair work will be conducted inside the facility and no vehicles will be stored outside or in the parking areas visible to the public

Staff analysis and findings:

The subject site is located in the Light Industrial Character Area as identified with the Parker 2035 Master Plan. Uses identified in this character area shall have a synergetic relationship. Providing auto services and repair in part of a modified commercial zoning district supports said synergetic goal by providing auto services in an area that transitions between commercial and light industrial uses.

As part of the conditions for this use, the applicant will be required to submit a Site Plan Adjustment application, which shows parking and drive areas screened with additional landscaping.

Surrounding uses include a storage facility to the north; an industrial/construction equipment seller to the east; flex space commercial and light industrial uses to the south; and light industrial to the west. The auto service and repair facility is compatible with the surrounding uses.

Subject to conditions, this criterion can be satisfied.

2. Will be consistent with the Town Master Plan.

Applicant analysis and findings:

The proposed use of the property will be consistent with the Town of Parker's Master Plan. Automotive service facilities exist on the directly adjacent property to the east, within the immediate area along Dransfeldt Road and Progress Way to the north, and at the intersection of Longs Way and Dransfeldt Road just two properties to the west.

The property lies within the area of the Town of Parker's Master Plan defined as Light Industrial and allowing for this use (an exhibit is included with this application prepared from the Town of Parker Master Plan's General Land Use Plan identifying the location of this property within that land use area designation). In 1992, an ordinance was passed affecting Lots #1 and #2 of Parker Downs Filing #3 (the subject property is Lot #1) requiring special use approval for storage uses and automotive sales and service. It is unclear what may have driven this ordinance thirty years ago, but it is likely that limitation of competition may have had something to do with that. This application does not seek to rezone the property or to remove or amend that ordinance, but to simply adhere to the requirement for special use approval.

The goal for this application is to allow for a homegrown Parker business to relocate from cramped rental space into its own building. As detailed in the Narrative for this application, the use would be for the exclusive service of Mercedes Benz automobiles. With the pride of ownership by a business owner catering to the highest level of automobile clients, it's doubtful the facility would be anything less than immaculate and a sensible use for the property.

Staff analysis and findings:

The property is located within the Light Industrial District of the Town's Master Plan. The Master Plan identifies the Light Industrial District as an area that is intended to provide a location for a variety of work processes including manufacturing, machine shops, production facilities, distribution facilities, flex office, and commercial services.

The proposed auto service and repair facility is supported as a commercial service use, which is supported in this Character Area.

Section IV of this report provides further analysis of this proposal's compliance with the Master Plan.

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

3. Will not result in an over-intensive use of land.

Applicant analysis and findings:

The proposed use will not create an over-intensive use of land. No additional pavement or improvements are planned for the property and only the existing improvements will be utilized for the operation of the business. The automotive service facility will employ the most stringent practices for storage and disposal of any hazardous materials and as required by the industry for environmental compliance. No landscape areas will be used for storage or disposal of automotive waste and all existing landscape will be properly maintained.

Staff analysis and findings:

The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. The use will occupy an existing structure and landscape improvements will be designed to accommodate the new use. The proposed use will not reduce the amount of landscaping or parking on site. Therefore, the proposed use will not result in an over-intensive use of land.

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

4. Will not have a material adverse effect on community capital improvement programs.

Applicant analysis and findings:

The planned use of the property will not create any additional traffic demands or burden the Town of Parker's roadway system in any manner. There will be a minimal amount of pedestrian traffic (virtually none) as vehicle owners will typically drive to the facility or have their vehicles towed, so the existing sidewalk system in place will remain adequate.

Staff analysis and findings:

The proposed use will be going into an established area with existing road, utility, and stormwater. Additional capital improvement infrastructure will not be required, and existing infrastructure is sufficient to serve the proposal. There will be minimal impact on traffic to the area, which would not warrant the need for additional road improvements. The use does not change the permeability of the site and the proposed use does not necessitate stormwater improvements. There will be no impact on parks or regional trails.

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

5. Will not require a level of community facilities and services greater than that which is available.

Applicant analysis and findings:

The proposed use of the property will not have any impact on the existing community facilities or services currently provided by the Town of Parker. This use is not a residential development or a commercial use that would increase the number of employees to the extent that any increase in demand for such community facilities or services current proved would be increased.

Staff analysis and findings:

The proposed use will be going into an already established site which is adequately served with existing community facilities and services, where the overall area was planned to serve commercial and light industrial needs.

Therefore, the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

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

6. Will not result in undue traffic congestion or traffic hazards.

Applicant analysis and findings:

The proposed use will not result in any undue traffic congestion or traffic hazards. Any projected increase in traffic created by the proposed use would be minimal, consisting of clients dropping off or picking up vehicles on an appointment-only basis. Overall MercedesBenz market share has been averaging less than 2% (1.97%) compared to other brands, indicating a minimal amount of traffic anticipated at this location. The Applicant's business currently averages approximately 185 clients per month, equating to approximately 6-7 clients per day. This amount would not result in undue congestion or hazard. As requested by the Town of Parker during the Pre-Application meeting (and as a condition of approval), the Applicant has included a Conformance Letter by a licensed traffic engineer supporting the minimal impact anticipated by the proposed use.

Staff analysis and findings:

The property has existing vehicular access off of Longs Way. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards.

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

7. Will not cause significant air, water, or noise pollution.

Applicant analysis and findings:

The proposed use will not cause significant air, water, or noise pollution. All service and repair will be conducted within the existing structure (with doors closed) with approved ventilation methods required by the industry. Storage and disposal of automotive service waste and fluids shall be conducted per industry standard regulations. The intent of the Applicant is to actually contribute to the reduction of air, water, and noise pollution by keep Mercedes-Benz vehicles running and performing properly and within environmental regulation compliance. Specific methods for the handling and recycling of automotive waste products include:

Oil – All used motor oil and oil filters are collected and recycled. If an oil spill occurs, it is collected with a polypropylene mat (called “PIG” in the industry) engineered to absorb oils, water, coolants and solvents. Once collected by the PIG mat then recycled with the oil filters.

Coolant/antifreeze – As with the oil, coolant/antifreeze is collected and recycled. If a coolant spill occurs, the PIG mat is also utilized and retained for recycling. The dated method of using “kitty litter” to absorb spills is not acceptable as this does not allow for recycling.

Batteries – All used batteries are picked up and recycled.

Brake Fluid – Collected separately from all fluids and picked up for recycling.

Power Steering Fluid – Collected separately from all fluids and picked up for recycling.

Suspension fluid – Some of our vehicle come equipped with hydraulic suspension. When the time comes to collect this fluid, we collect it separately and it is then picked up for recycling.

Effectively, all fluids are collected and scheduled for pick up for recycling. No fluids are disposed of through the use of a sanitary sewer, storm drain, ditch, dry well, or septic system. The Applicant will also be installing backflow prevention in the existing drainage system for the building to further prevent any potential contamination of the public sewer system.

Staff analysis and findings:

The applicant shall be required to comply with state and federal laws requiring them to properly handle and dispose of any environmentally hazardous materials associated with the operation of the repair facility.

Any repair services are bound to the noise ordinance requirements set in Title 6 of the Parker Municipal Code. Any violation of these standards shall result in a citation or site plan violation to assure the community to quality air, water, and noise standards.

Subject to conditions, this criterion can be satisfied.

8. Will be adequately landscaped, buffered and screened.

Applicant analysis and findings:

The proposed use will be adequately landscaped, buffered and screened. The existing landscaping on the property is in excellent condition and will be properly maintained. The Applicant intends to provide a desirable appearance to the community as a Mercedes-Benz service facility with first impressions of the facility on par with that use. As requested by the Town of Parker during the Pre-Application meeting (and as a condition of approval), the Applicant agrees to plant additional landscaping along the Longs Way frontage to increase visual appeal from the street.

Staff analysis and findings:

The existing landscaping is well maintained and in compliance with the originally approved Site Plan. The existing building will not be expanded on, and all setback and buffer requirements are met or exceeded. The applicant shall be required to install additional vegetation to screen parking and driving areas.

Subject to conditions, this criterion can be satisfied.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:

The proposed use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of the Town. Obviously, automobiles have been proven to be detrimental to the health, safety, or welfare of human beings by their nature. However, a service facility of this caliber will serve to keep Mercedes-Benz vehicles running better and more efficiently, mitigating that condition as best as possible. Mercedes-Benz vehicles are held to a high standard, especially in the realm of emissions, efficient performance of the internal combustion engine and its supporting systems. With over 145 years of combined experience, the Applicant knows how to make these cars run as they were designed and provide improvements when possible. Keeping these vehicles running efficiently and safely actually contributes to the health, safety, and welfare of the present or future inhabitants of the Town.

Staff analysis and findings:

The proposed use will not be detrimental to the health, safety, or welfare of current or future inhabitants of the Town. Site layout, parking, lighting, drainage, and circulation are not changing with this proposed change in use.

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

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
CenturyLink Communications	Advisory Comments: Existing CenturyLink facilities exist in the area. Existing easements or rights shall not be reduced with approval. If CenturyLink facilities are found and/or damaged with the areas as described, the applicant shall bear the cost of relocation and repair of said facilities.
Town of Parker Comprehensive Planning	The current zoning is Modified Commercial and permits certain uses - if the use is approved through the Town's Use by Special Review process - such as the proposed automobile service facility. Compliance with the Parker 2035 Master Plan; The Parker 2035 Master Plan provides the policy framework and guidance for decisions that affect the physical development of the Town. One of the goals of the master plan is to appropriately direct and site-plan growth and development. Additionally, the subject property is located within the master plan's General Land Use Plan's Light Industrial Character Area. This area seeks to preserve the area's light industrial/manufacturing character and the nature of this proposed commercial service use and proposed location within the Light Industrial Character Area is in compliance with the Parker 2035 Master Plan.

Parker Water and Sanitation District	Project Approved, Sand and Oil interceptor is not necessary review fees have been paid.
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IX. CONCLUSION

The proposed auto service and repair facility can be compatible with the neighboring uses in the area. The use aligns with the Light Industrial Character Area reflected in the Master Plan.

The proposed auto service and repair facility will bring a valued service to the surrounding community. The applicant has shown responsible site maintenance and has been a good neighbor to surrounding uses since moving to the current location in Parker in 2003.

After evaluating the information provided by the applicant for a Use by Special Review, staff has determined that the requested use meets, or can meet subject to conditions, the nine (9) approval criteria set forth in the Land Development Ordinance and outlined in Section VII of this staff report.

X. RECOMMENDED CONDITIONS

1. *That the Use by Special Review materials submitted to the Community Development Department on April 26, 2022, shall be the approved Use by Special Review materials.*
2. *A building permit shall be required for any interior or exterior work completed on site.*
3. *This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for and a Site Plan has been approved. The Community Development Director, upon written request, may grant a ninety-(90) day extension.*
4. *The applicant shall provide additional vegetation to screen parking and driving areas on the site.*
5. *All hazardous and environmentally toxic materials shall be properly collected and disposed/recycled. Fluid spills shall be immediately cleaned to prevent toxic runoff.*
6. *The electric gate on the south side of the property shall be installed with an "Opticom" remote opening device for emergency access for first responders.*

XI. ATTACHMENTS

1. Vicinity Map
2. Site Plan
3. Applicant narrative

Report Approved By: Bryce Matthews, Planning Manager

Hoover Mercedes

18910 Longs Way, Parker CO 80134

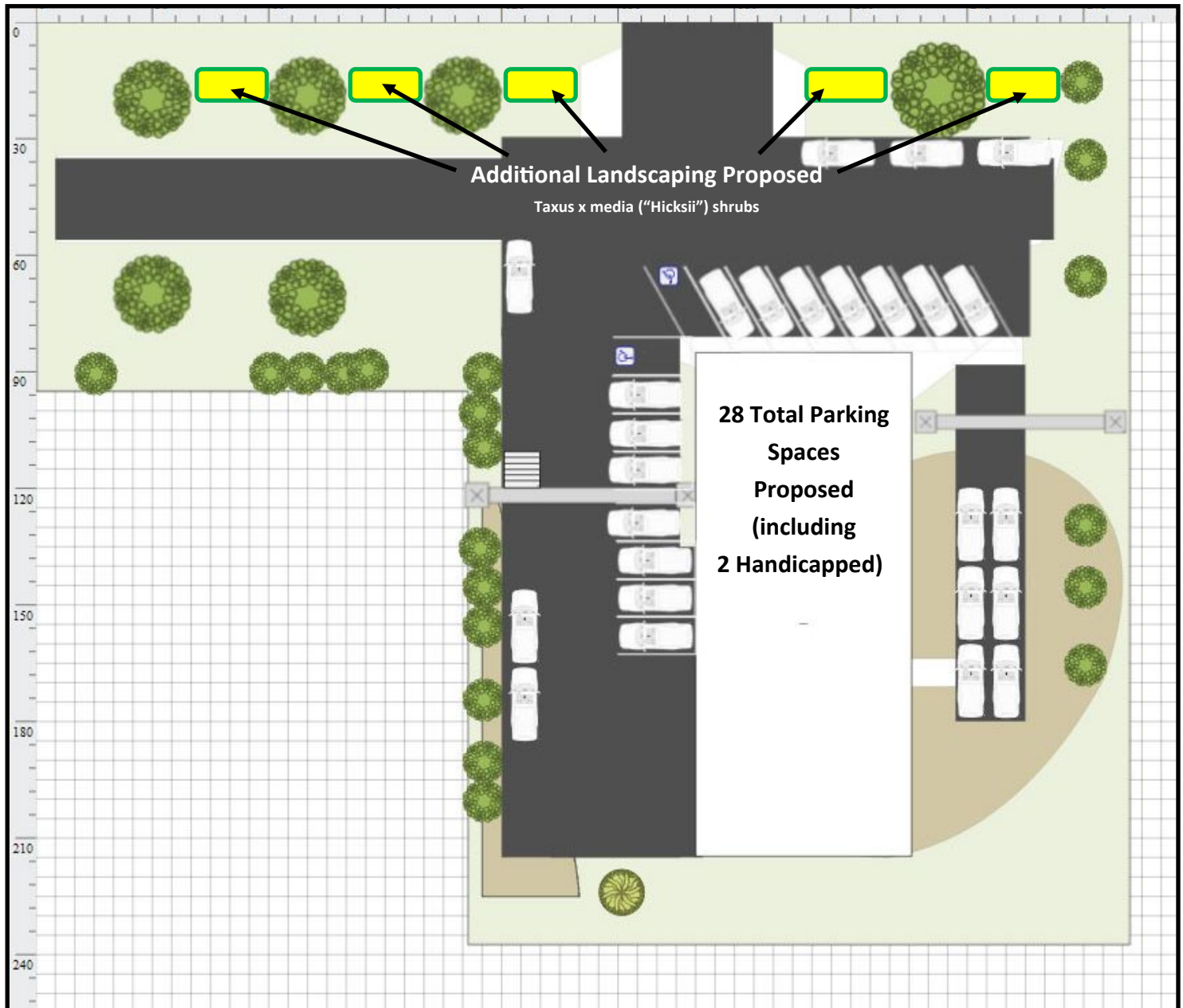
Existing Conditions June 2022



Hoover Mercedes

18910 Longs Way, Parker CO 80134

Proposed Landscape Improvements and Conceptual Parking Plan



Existing



Proposed



Existing



Proposed



Town of Parker Land Use Application
Use by Special Review / Narrative

June 7, 2022

Community Development Department
Town of Parker
20120 E Main Street
Parker, Colorado 80138

RE: Hoover Mercedes
18910 Longs Way, Parker, 80134

PROJECT NARRATIVE

The Applicant is seeking special use approval for the operation of a Mercedes-Benz only service facility in the existing building located at 18910 Longs Way, Parker, CO 80134. The property was previously owned by the principle of Ponderosa Petroleum and used for private storage and executive offices. The owner of Hoover Mercedes, Michael Hoover, recently acquired the property for his intended use as an automotive service center exclusively for Mercedes Benz vehicles. Hoover Mercedes plans to be the sole occupant of the property.

After 29 years of servicing Mercedes-Benz automobiles with dealerships, Mr. Michael Hoover opened Hoover Mercedes in Parker in 2003, operating in space leased at 10235 S. Progress Way. Growing his business to include six employees, Mike Hoover has now acquired his own his own facility to provide continued exemplary service to Mercedes-Benz owners in the Parker market. As a local resident and business owner, Mr. Hoover is committed to the Parker community for the long haul and has developed a stellar reputation among Mercedes-Benz owners.

The property located at 18910 Longs Way is just down the street from Hoover Mercedes' current location. Originally constructed as a Kwal Paint retail showroom and warehouse, the building most recently hosted Ponderosa Petroleum's corporate offices. The 2400 square feet of showroom and retail space had been converted to offices and the warehouse space in the rear of the building has been used by the previous owner as a private warehouse for personal equipment. The previous owner installed security fencing on the west side of the property to create a secure storage yard, which was used for parking of an RV and a flatbed trailer.

Hoover Mercedes plans to utilize the office space for their own business offices and to perform automotive service in the warehouse component of the building. No changes in the structure of the building are planned and only minor revisions to the landscape are proposed (pursuant to recommendations by the Town of Parker's Community development Department). A separate Site Plan Amendment application will be submitted with this Use by Special Review application to run concurrently through the approval process, contingent upon successful approval of this application. The only other revision to the existing appearance of the property will be the replacement of the business signage on the front of the building, subject to approval by the Town of Parker under the sign permitting process.

At the Pre-Application meeting conducted with the Town of Parker prior to the submittal of this application, a few minor points of concern were presented. Those concerns related to:

Landscaping:

Town staff requested that additional landscaping be installed along Long's Way in front of the building. Although all existing landscape approved when the building was built is intact and healthy, the idea of providing additional landscaping to the property was well received by Mr. Hoover and he has no trouble complying with that request

Fire / Life Safety Department access:

The Town's Fire / Life Safety representative had concerns regarding the electric gate on the section of fencing on the south side of the property. As a condition of approval, Mr. Hoover will install an "Opticom" remote opening device for Fire Department use in the event of emergencies. The total length of the motorized gate panel is twenty-two feet and will provide the required access for emergency apparatus when necessary.

Traffic:

Town staff had concerns with the potential amount of traffic generated by this proposed use. As Hoover Mercedes works on an appointment-only basis and only has six employees, the amount of traffic generated by this use would be far less than the traffic generated by the original use as a retail paint store. The Applicant has commissioned a certified traffic engineer to perform a Traffic Impact Analysis and provide the necessary report / letter to substantiate the minimal traffic impact created by the approval of the proposed use, and that document is submitted with this application.

From a business operation standpoint, there couldn't be a better fit for this property. Hoover Mercedes will be servicing Mercedes-Benz vehicles by appointment only, and all work will be performed inside the building and with the doors closed. No incomplete vehicles will be allowed to be stored outside (a situation which exists for multiple different automotive service facilities located further to the north on Progress Way), and when service is complete customers will be notified in advance to come pick them up. The proposed use is not inconsistent with Town of Parker's Master Plan or the surrounding uses and meets the Nine Criteria for Approval required for this Use by Special Review application.



Request for Town Council Action

Date: September 6, 2022

Submitted By: Jamie Wynn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.213.1 - Second Reading**
A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement Between the Town of Parker and Douglas County Concerning Joint Animal Sheltering
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

Since 2014, the Town has been a party to an Intergovernmental Agreement (IGA) with Douglas County to utilize the Denver Dumb Friends League as the sheltering service for animals needing to be housed for various reasons, including found animals and animals on court holds. The Town and Douglas County worked together to update the IGA to ensure it reflects current procedures.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Prior to 2014, the Town of Parker was utilizing animal sheltering services as an independent entity. In 2014, the Town entered into an IGA with Douglas County for the ability to utilize the services of the Dumb Friends League (DFL) under the agreement Douglas County already had in place with the DFL. The Town received significant cost savings by entering into this IGA with Douglas County and has continued to utilize the services of the DFL for animals that are in the Town's custody for various reasons and that require sheltering and certain other services. The costs for each year are provided by the County to the Town by July 1 of the year prior, so the Town can properly budget for the expense. The Town and Douglas County recently met to discuss the IGA, and updated or removed certain provisions to conform to standardized language, as well as to ensure that IGA accurately reflects the procedures that are currently in place. Neither the process by which the yearly costs are calculated nor the services available to the Town through the IGA have been modified.

FINANCIAL IMPACT

\$8,900 was budgeted and paid for in 2022 and \$9,427 will be due for the year 2023.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.213.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.213.1 on second reading.

ORDINANCE NO. 9.213.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY CONCERNING JOINT ANIMAL SHELTERING

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 Amended and Restated Intergovernmental Agreement between the Town of Parker and Douglas County Concerning Joint Animal Sheltering, 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:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY CONCERNING JOINT ANIMAL SHELTERING

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and the Town of Parker, State of Colorado (the “Town”), hereinafter collectively referred to as the “Parties” and singularly as “Party.”

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Town and the County may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, each of the Parties bears the responsibility to shelter animals within its jurisdiction; and

WHEREAS, each of the Parties wish to provide certain animal shelter services in the interests of public safety for County and Town residents and the humane treatment of the animals kept within those stated jurisdictions; and

WHEREAS, the County currently receives animal sheltering services under an Agreement with the Denver Dumb Friends League (the “League”); and

WHEREAS, the County and the Town previously entered into an Intergovernmental Agreement (IGA) in 2014 regarding joint animal sheltering; and

WHEREAS, the Town desires to continue to receive animal sheltering services under the County’s existing agreement with the League; and

WHEREAS, the Town desires to assist the County in paying for these services by sharing any additional costs due to the League under the existing agreement.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained therein, the receipt and sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. County Responsibilities.

The County will be responsible for the following:

A. Maintain the existing agreement with the League:

- i. The County will remain in good standing under its current agreement with the League. See Exhibit A.

- ii. If the current agreement between the County and the League is terminated for any reason, the County will notify the Town.

B. Regular Reporting:

- i. The County will provide the monthly/quarterly reports provided by the League if requested by the Town.

C. Access to the Shelter:

Access to the shelter will be during regular operating hours (generally 9 am – 6 pm Sunday through Saturday) and holidays when staff are in the shelter. Access to the shelter outside of general operating hours will be coordinated through Douglas County Animal Control. Night Kennels are available outside of normal hours of operation.

2. Town Responsibilities.

The Town will be responsible for the following:

A. Payment for Services:

- i. The Town will pay a flat fee of Eight Thousand Nine Hundred Dollars (\$8,900.00) for the year 2022 and Nine Thousand Four Hundred and Twenty-Seven Dollars (\$9,427.00) for the year 2023. This fee is calculated by converting the County's total animal sheltering cost for the previous year into a per capita cost and charging the Town one half this per capita rate for its estimated prior year's population. This annual rate will be recalculated using the same formula each year by July 1st for the following year.
- ii. The Town shall also be responsible for any veterinary expenses incurred in association with animals from the Town impounded under the terms of this IGA, when and if the League's staff or contract veterinarian is unable, for whatever reason, to provide necessary treatment. This reimbursement will be paid monthly no more than thirty (30) days after receipt of an invoice from the County.

B. Coordination with County Animal Control Office:

- i. The Town will designate a representative to coordinate activities with the County Animal Control Office.
- ii. Assist the County in tracking animals brought to the shelter by the Town.

C. Cooperate with the League:

- i. Ensure any personnel handling animals under this IGA shall attend training deemed necessary by the League and the County.
- ii. Any personnel operating under this IGA will abide by any and all reasonably necessary and applicable League policies and procedures – to include providing all League requested documentation in a timely manner.
- iii. To ensure ongoing communication and cooperation, personnel operating under this IGA shall participate in an annual meeting/training with the League.

3. Insurance. The Town shall provide to the County proof of Commercial General Liability and Commercial Auto Liability Insurance in the form of Certificates of Insurance.
4. Amendments. This Agreement may be amended or supplemented in the future upon the written approval of both Parties.

5. Notices.

(a.) Key Notices. “Key Notices” under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To Town: Town of Parker
 Attn.: Michelle Kivela, Town Administrator
 20120 E Mainstreet
 Parker, Colorado 80138

With a copy to: Town of Parker
 Attn.: Legal/Town Attorney’s Office
 20120 E Mainstreet
 Parker, Colorado 80138
 legal@parkeronline.org

To County: Douglas County Manager’s Office
 Attn.: Doug DeBord, County Manager
 100 Third Street
 Castle Rock, Colorado 80104

With a copy to: County Attorney
Douglas County
100 Third Street
Castle Rock, Colorado 80104
attorney@douglas.co.us

All Key Notices shall include a reference to the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic mail” means email.

6. Appropriation. The Town has appropriated and encumbered funds in 2022 to meet the obligations, under this Agreement. The Parties’ obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes.

7. Term/Termination. This Agreement is effective and shall commence upon execution by the Parties and shall remain effective until December 31, 2022. Thereafter, the Agreement will automatically renew for an additional one-year term on January 1st of each year, unless terminated by either Party. This Agreement may be terminated by either Party upon providing a 30-day notice to the other Party. Any money paid by the Town in advance, that is not necessary to pay for services provided to the date of termination, shall be refunded within 30 days. Any money, in excess of that provided by the Town that may be needed to cover the services provided to the date of termination shall be paid to the County within 30 days, upon receipt of an itemized invoice with all outstanding fees included.

8. 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.

9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
10. 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 Party or third person under such Agreement.
11. Recitals. The recitals to this Agreement are incorporated herein by this reference.
12. Entirety. This Agreement constitutes the entire Agreement between the Parties.
13. 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 Action, Sections 24-10-101 to 120, C.R.S., or otherwise available to the County or the Town.

[Signatures on following page.]

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**BOARD OF COUNTY COMMISSIONERS, COUNTY OF DOUGLAS,
STATE OF COLORADO**

By: _____
Chair, Douglas County Board of County Commissioners

ATTEST:

Melissa Pelletier, Deputy Clerk to the Board
Douglas County Board of County Commissioners

Chris Pratt, Senior Assistant County Attorney

DATE: _____

Director of Finance

DATE: _____



Request for Town Council Action

Date: September 6, 2022

Submitted By: Bo Martinez, Deputy Town Manager
Kristin Hoffmann, Town Attorney
Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.563 - Second Reading**
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Confluence Companies Concerning the Sale of the Five (5) My Mainstreet Parcels Owned by the Town of Parker
Department: Town Manager, Bo Martinez
Town Attorney, Kristin Hoffmann and Jim Maloney

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Town Council to consider the sale of five (5) parcels of real property owned by the Town (the "Town Parcels") to Confluence Companies, LLC ("Buyer"), for the phased development of the My Mainstreet project, which project includes one (1) parcel of real property owned by the Parker Authority for Reinvestment (the "PAR Parcel"), subject to the terms and conditions of the agreement attached to Ordinance No. 1.563 (the "Town Agreement").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Parcels that are the subject of the Town Agreement include the Pine Curve parcel, the Schoolhouse Gym parcel, the EastMain parcel, the PACE Lot 2A parcel, and the PACE Lot 2B parcel (collectively the "Parcels"), which Parcels are specifically described in the Agreement. The PAR Parcel (*Lot 1A-1, Parker Central Area, Filing No. 1, Amendment 2*) is the subject of a separate purchase and sale agreement (the "PAR Agreement"), which will be considered by the Parker Authority for Reinvestment Board ("PAR") during tonight's PAR meeting.

The Agreement contains the following substantive terms:

The purchase price for the Parcels is \$16,055,507.07.

The Town Agreement does not go into effect until: (1) the Buyer signs the Agreement; (2) the

Town Council approves the Town Agreement by ordinance on second reading; (3) the Buyer signs the PAR Agreement ; and (4) PAR approves the PAR Agreement.

Within five (5) business days after the effective date of the Agreement (September 25, 2022), the Buyer will pay the Town the Termination Rights Payment described in the Town Agreement and the Town will deliver to Buyer the documents described in Exhibit A to the Town Agreement.

Within fourteen (14) days after the effective date, the Buyer will deliver a development agreement to the Town for the phased development of the Town Parcels and the PAR Parcel as part of the My Mainstreet project (the "Development Agreement"). The Development Agreement will generally address: (1) the specific project to be developed on each Parcel, including the parking garage to be constructed east of the PACE Center; (2) the performance deadlines for obtaining governmental approvals for each Parcel; (3) the performance deadlines for commencing construction for each Parcel; (4) the Public Benefits Credit for the Parcels and the corresponding reduction in the purchase price; and (5) the public investment tools that will be used to close the financial gap in order to complete the My Mainstreet project on the Town Parcels and the PAR Parcel.

Within thirty (30) days after the effective date, the Buyer will deliver to the Town any title objections concerning the Town Parcels.

Within sixty (60) days after the effective date, the Buyer may make objections concerning the condition of the Town Parcels, which the Town may or may not be able to address.

On or before November 7, 2022, the Buyer and the Town must agree to the form of the Development Agreement to be submitted for consideration by the Town Council, which deadline may be extended by the Town Administrator for an additional ninety (90) days. If the Buyer and the Town are not able to agree on the form of the Development Agreement or the Town Council and the Buyer do not approve the Development Agreement, then, in that event, the Town Agreement and the PAR Agreement will terminate. Similarly, if the Buyer and PAR are not able to agree on the form of the Development Agreement or PAR and the Buyer do not approve the Development Agreement, then, in that event, the Town Agreement and the PAR Agreement will terminate.

If the Development Agreement is approved by the Town Council, PAR and the Buyer, and the other conditions to close are satisfied (including the Buyers approval of the parking license agreement for PACE Lot 2B, the sewer line easement for the Parker Water and Sanitation District on the Pine Curve Parcel, and the drainage easement for the Town on the Pine Curve Parcel), the closing is scheduled to occur on December 14, 2022, which date may be extended by the Town Administrator, as described above. The Town Agreement also provides for an Outside Closing Date of November 1, 2023, to address any potential litigation, legal proceeding, or citizen initiative.

During the closing, the Town will convey its ownership interest in the Town Parcels to the Buyer by a bargain and sale deed. In the event that all the conditions to close are satisfied

(including the approval of the Development Agreement by the Town and PAR, and the absence of any potential litigation, legal proceeding, or citizen initiative) and the Town Council decides not to close, the Buyer will have the right under the Town Agreement to obtain reimbursement of Buyer's actual out of pocket costs incurred in connection with the transaction contemplated in the Town Agreement up to a maximum amount of \$150,000 as liquidated damages.

Following the closing of the Town Agreement and the transfer of ownership of the Town Parcels to the Buyer, the Buyer will remain subject to the post-closing covenants contained in the Town Agreement. These covenants will require the Buyer to obtain certain governmental approvals and commence construction by performance deadlines contained in the Development Agreement for each of the Town Parcels. If these covenants are violated by the Buyer, the Town will have the right to repurchase the Town Parcel(s).

FINANCIAL IMPACT

The financial impact to the purchase price is described in the Background/Discussion above.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.563

RECOMMENDED MOTION

I move to approve Ordinance No. 1.563 on second reading.

ORDINANCE NO. 1.563, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF PARKER AND CONFLUENCE COMPANIES CONCERNING THE SALE OF THE FIVE (5) MY MAINSTREET PARCELS OWNED BY THE TOWN

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

Section 1. The Town Council of the Town of Parker hereby approves the Purchase and Sale Agreement between the Town and Confluence Companies concerning the sale of the five (5) My Mainstreet Parcels owned by the Town, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Kristin Hoffmann, Town Attorney

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

Between

**Town of Parker
as Seller,**

and

**Confluence Companies, LLC
as Buyer**

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between the Town of Parker, a Colorado municipal corporation (“**Seller**” and “**Town**”), and Confluence Companies, LLC, a Colorado limited liability company (“**Buyer**”) and shall become effective as of the Effective Date provided in Section 1 below.

RECITALS

This Agreement is made with respect to the following facts:

A. Seller is the fee owner of the following land:

1. Parcel A: Pine Curve (see Exhibit 1, which is attached hereto and incorporated by this reference)
2. Parcel B: Schoolhouse Gym Parcel (Lot 1B, Mainstreet Center 1st Amendment, County of Douglas, State of Colorado)
3. Parcel C: East Main (Lot 4, Mainstreet and Pine Marketplace 4th Amendment, County of Douglas, State of Colorado)
4. Parcel D: PACE Lot 2A (Lot 2A, Civic Center Filing No. 1, 2nd Amendment Subdivision Exemption Plat, County of Douglas, State of Colorado)
5. Parcel E: PACE Lot 2B (Lot 2B, Civic Center Filing No. 1, 2nd Amendment Subdivision Exemption Plat, County of Douglas, State of Colorado)

(collectively the “**Property**” and individually a “**Parcel**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, on the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town for approval at the next regularly scheduled Town Council business meeting at which there is a quorum (unless notice or agenda requirements mandate that this Agreement not be considered until the immediately subsequent Town Council business meeting at which there is a quorum). If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council’s ordinance have been defeated or the time for bringing any such action has expired, then this Agreement shall be executed by Seller and officially published, and it shall become effective as of the date that is ten days after official publication of the ordinance

approving this Agreement (the “**Effective Date**”). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before October 10, 2022, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect (the “**October Rescission Date**”). Notwithstanding the foregoing, the Parties may mutually agree prior to the October Rescission Date, to extend the October Rescission Date. The Seller, through its Town Manager, is authorized to extend the October Rescission Date on behalf of the Seller, one or more times, for up to a cumulative total on an additional ninety (90) days.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances now owned or hereafter acquired by Seller with respect to the Property, including all minerals and mineral rights, but excepting all water rights and water interests of every nature, and subject to the Permitted Exceptions as provided herein. If Seller is entitled to any credits from a dedication of the water and water rights associated with the Property to Parker Water and Sanitation District (“**PWSD**”), such credits shall remain with Seller and shall not be included in the definition of Property and shall not be transferred to Buyer at Closing.

3. Purchase Price. The “**Purchase Price**” for the Property to be paid by Buyer to Seller shall be Sixteen Million Fifty-Five Thousand Five Hundred Seven Dollars and Seven Cents (\$16,055,507.07), which is allocated among the Parcels as follows:

Parcel A: Six Million Five Hundred Forty-Five Thousand Four Hundred Ninety-Six Dollars (\$6,545,496);

Parcel B: Four Hundred Fifty Thousand Dollars (\$450,000);

Parcel C: Four Million Six Hundred Twenty Thousand Dollars (\$4,620,000);

Parcel D: One Million Nine Hundred Seventy-Six Nine Hundred Five Dollars and Fifty-Nine Cents (\$1,976,905.59);

Parcel E: Two Million Four Hundred Sixty-Three One Hundred Five Dollars and Forty-Eight Cents (\$2,463,105.48);

The Purchase Price shall be payable, based upon the allocation described above, as follows:

3.1 Deposit. Within two (2) business days after the approval of the Development Agreement, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Ph. 303-692-6784; emails sboyka@fnf.com and cnay@fnf.com) (“**Title Company**”), an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the “**Deposit**”). If Buyer fails to fund the Deposit within the permitted time frame above, then Seller may terminate this Agreement

by delivering notice of termination to Buyer, without any requirement for Seller to provide a notice of default or right of cure under Section 14.2.

3.2 Termination Rights Payment. As independent and additional consideration for the discretionary termination rights granted to Buyer hereunder, within five (5) business days after the Effective Date of this Agreement, Buyer shall pay to Seller directly the sum of One Hundred Dollars (\$100.00) (“**Termination Rights Payment**”), which amount shall be credited to payment of the Purchase Price in the event of Closing, but which shall otherwise be nonrefundable to Buyer.

3.3 Cash at Closing. At the consummation of the closing contemplated by this Agreement (the “**Closing**”), the Purchase Price, less credits for the Deposit, the Termination Rights Payment, and the Public Benefits Credit (as defined in Section 6.3 hereof) and subject to the adjustments and prorations provided for herein, will be paid by Buyer to Seller in immediately available funds, by the timely wiring of funds to the Title Company for disbursement to Seller on the Closing Date (as defined in Section 10.1 hereof). If, after applying the Deposit, the Termination Rights Payment, and the Public Benefits Credit, there is a credit balance in favor of Buyer, then the amount of that credit balance shall be paid to Buyer.

4. **Buyer’s Investigations.**

4.1 Seller Deliverables. Seller will deliver or cause to be delivered to Buyer the following:

4.1.1 Title Insurance Commitment. Prior to the Effective Date, Seller instructed the Title Company to prepare and deliver to Buyer an ALTA Commitment for Title Insurance (07-01-2021) for each Parcel (the “**Commitments**”), together with legible copies of all recorded encumbrances and exceptions to title listed in the Commitment, which may be delivered in electronic format or by electronic link.

4.1.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitments deemed unacceptable to Buyer in Buyer’s sole discretion (“**Title Objections**”), and (ii) any new or additional matters set forth in any updated Commitments that are unacceptable to Buyer in Buyer’s sole discretion (“**Updated Title Objections**”), provided that Buyer delivers written notice of any Title Objections on or before the date that is thirty (30) days after the Effective Date, and, if applicable, Buyer delivers written notice of any Updated Title Objections on or before the date that is ten (10) business days after delivery to Buyer of any updated Commitments containing new exception matters; otherwise any such objections shall be deemed to be waived. If Buyer delivers in a timely manner written notice of any Title Objections and/or Updated Title Objections (collectively, “**Objections**”), then Seller shall within ten (10) business days following receipt of any Objections from Buyer notify Buyer in writing (“**Seller’s Response**”) whether Seller elects to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not to cure any such Objections. In the event Seller

fails to deliver Seller's Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer's Objections. If Seller's Response states that Seller elects not to cure any of Buyer's Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then unless Buyer and Seller agree in writing upon an alternative resolution prior to the expiration of the Inspection Period (as defined below) with respect to Title Objections or one business day prior to Closing with respect to Updated Title Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive such Objections (other than those identified as being subject to review of the Survey and Survey Objection, as provided below), in which case such Objections shall be deemed to be Permitted Exceptions. If Buyer fails to deliver written notice of such election prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior Closing with respect to Updated Title Objections, then Buyer shall be deemed to have elected to waive the Objections pursuant to clause (y) above.

4.1.3 Survey and Survey Defects. During the Inspection Period, Buyer, at Buyer's sole cost and expense, may obtain an ALTA/NSPS Land Title Survey for the Property (the "**Survey**"). If Buyer obtains a Survey, then in addition to Buyer it shall be certified and provided to Seller and the Title Company. During the Inspection Period, but not thereafter, Buyer shall have the right to object to any matters set forth in the Survey deemed unacceptable to Buyer in Buyer's sole discretion ("**Survey Objections**"), which may not include matters that otherwise could have been Title Objections but were not identified as Title Objections by Buyer. Survey Objections shall be administered in the same manner as provided above for Title Objections, with the deadline for delivering Survey Objections measured from the date Buyer obtains the Survey.

4.2 Permitted Exceptions. The (1) exceptions to title contained in the Commitments and, if applicable the Survey, as of the expiration of the Inspection Period (including any endorsements or supplements to the Commitments issued prior to such expiration), and including any items to which Buyer objected but which Seller did not commit to address, (2) any matter that would be reflected upon an accurate survey of the Property, (3) new exceptions to title contained in any updated Commitments as of ten (10) business days after delivery of the updated Commitments to Seller (including any endorsements or supplements to the updated Commitments issued prior to such date), and including any items to which Buyer objected but which Seller did not commit to address, to the extent waived or deemed waived by Buyer pursuant to Section 4.1.2, (3) the Development Agreement (as defined in Section 6.2 below), (4) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, (5) monetary liens, encumbrances, or mechanics' liens or claims therefore, resulting from the actions of Buyer or Buyer's agents or contractors, and (6) the Post-Closing Covenant and Repurchase Option described in Section 5.3 below, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) the standard printed exceptions (provided that Buyer shall furnish to the Title

Company a Survey sufficient to obtain deletion of the standard printed survey exception and shall provide a Buyer's affidavit as required by the Title Company with respect to lien claims resulting from the activities of Buyer for removal of the standard printed mechanics lien exception, or such standard printed exceptions shall remain Permitted Exceptions); (ii) monetary liens or encumbrances not resulting from the actions of Buyer, (iii) mechanics' liens or claims therefore created by or arising from any work performed by, through or under Seller, and (iv) any other liens or encumbrances first appearing of record following the expiration of the Inspection Period as a result of any act or omission of Seller or any person claiming by, through or under Seller, unless objection thereto has been waived or deemed waived hereunder.

4.3 Seller Deliverables. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control that are described in Exhibit A attached hereto. Except as otherwise stated herein, Seller makes no representations or warranties as to the completeness or accuracy of such documents, other than representations that (a) Seller has delivered to Buyer all of such documents in its possession or control concerning the Property which are required in accordance with this Section 4.3, and (b) Seller has no actual knowledge that any of such documents are false or misleading in any material respect. Seller agrees to furnish immediately to Buyer any documents described in Exhibit A that come into Seller's possession or are completed by Seller after the initial production date specified above, and to continue to provide the same during the pendency of this Agreement.

4.4 Inspection Period. Buyer, at Buyer's expense, may review the Commitment, if applicable the Survey, and the documents described in Exhibit A, and cause such other tests, studies, and investigations to be made as Buyer, in its sole discretion, determines are reasonable or necessary in order to evaluate the suitability of the Property for Buyer's intended uses. Buyer shall have a period commencing on the Effective Date and expiring at 5:00 p.m. Mountain Time on the date that is the sixtieth (60th) day thereafter (the "**Inspection Period**"), in which to determine, in Buyer's sole discretion, whether the Property is acceptable to Buyer. At any time prior to expiration of the Inspection Period, Buyer may deliver notice to Seller terminating this Agreement (the "**Inspection Termination Notice**"). If Buyer delivers the Inspection Termination Notice to Seller on or before the expiration of the Inspection Period, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and both parties will be relieved of any further obligations hereunder except for those obligations that expressly survive any termination hereof. If Buyer does not deliver the Inspection Termination Notice to Seller before the expiration of the Inspection Period, then Buyer's right of termination under this Section 4.4 shall be deemed waived, this Agreement will remain in full force and effect in accordance with its terms, and the Deposit shall thereafter be nonrefundable to Buyer for any reason other than as expressly stated herein.

4.5 Buyer's Right of Entry. Buyer's right of inspection shall include, without limitation, the right to enter the Property from and after the Effective Date during normal business hours for any purpose and the right to have made, at Buyer's expense, any and all studies or inspections of the Property as Buyer may deem necessary or appropriate. Seller agrees, subject to the requirements of this Section 4.5 and Section 4.6 below, to allow

Buyer reasonable access and license to enter onto the Property; however, Buyer shall not perform any intrusive testing (other than standard geotechnical studies) without the prior written consent of Seller, which shall not be unreasonably withheld, or conditioned. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Buyer understands and agrees that any inspections of the Property shall be conducted upon at least 24 hours' prior telephonic or email notice to Seller (via Weldy Feazell, Development Manager, ph. 303-805-3168, email wfeazell@parkeronline.org). Seller agrees to cooperate reasonably with any such investigations, inspections, or studies made by or at Buyer's direction, so long as such cooperation is at no expense to Seller.

4.6 Insurance/Indemnity. Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of \$2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or any of its agents, employees, or contractors in connection with such inspections and tests. Buyer agrees to keep the Property free from all liens (resulting from Buyer's investigations pursuant to this Article 4 or any other activities of Buyer pertaining to the Property) and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, employees, consultants or contractors in exercising its rights under Section 4.5; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for (i) discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property, or (ii) any such claims, actions, losses, liabilities, damages, costs, and expenses arising as a result of the negligence or willful misconduct of Seller. This indemnity shall survive the Closing or any termination of this Agreement.

5. Title.

5.1 Conveyance. Seller shall convey each Parcel individually to Buyer at Closing by a bargain and sale deed substantially in the form attached hereto as Exhibit B (each a "**Deed**" and collectively the "**Deeds**"), subject only to those Permitted Exceptions listed in Exhibit B-1 hereto that are applicable to that Parcel and to the Post-Closing Covenant described in Section 5.3.

5.2 Issuance of Title Policy. At Closing, Title Company will issue, or unconditionally commit to issue, to Buyer an ALTA Owner's (2021) extended coverage policy of title insurance in the amount of the Purchase Price, insuring that title to each Parcel is vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**").

Seller shall pay the premium for each Title Policy, with the standard printed exceptions deleted (subject to the provisions of this section regarding the standard survey exception and mechanics lien exception). Seller shall be responsible for recording the Deeds and the Development Agreement upon Closing. Buyer will be responsible for providing the Survey to the Title Company to obtain the deletion of the standard survey exception in the Title Policy and shall provide a Buyer's affidavit as required, if at all, by the Title Company with respect to lien claims resulting from the activities of Buyer for removal of the standard printed mechanics lien exception, and if Buyer does not deliver the Survey and lien affidavit (if required) to the Title Company, then the respective standard survey exception or lien exception shall not be deleted. Buyer shall be responsible for obtaining and paying for any endorsements to the Title Policy other than for deletion of the standard printed exceptions or any endorsement that Seller has agreed to provide to cure an Objection, and any endorsements thereto, and for satisfying any requirements the Title Company may impose specifically with respect to Buyer, such as, for example, requirements with respect to Buyer's organizational status or authority to complete the transaction.

5.3 Post-Closing Covenants and Repurchase Option. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a post-closing covenant, including a repurchase right in favor of Seller, on the terms and conditions set forth in the Post-Closing Covenants attached hereto as Exhibit B-2 and incorporated herein by this reference.

5.4 Reserved License and Easements. The Property will be conveyed subject to the following reserved interests (collectively the "**Reserved Easements**") in favor of the Town, PWSD, or their respective assigns:

5.4.1 Parking License. A real property license, in substantially the form attached hereto as Exhibit C, permitting public parking, as regulated by the Town, on portions of Parcels D and E, as more specifically defined therein.

5.4.2 Sewer Line Easement. An easement, in substantially the form attached hereto as Exhibit D, between Buyer and PWSD permitting access to and the maintenance, repair, improvement, and replacement of a sewer line over, under, and across portions of Parcel A all as more specifically defined therein.

5.4.3 Drainage Easement. An easement, in substantially the form attached hereto as Exhibit E, permitting access to and the maintenance of portions of Parcel A for the purpose of maintaining the present use and drainage patterns, all as more specifically defined therein.

6. **Entitlements.** Buyer and Seller shall pursue the following as provided:

6.1 Intentionally Deleted.

6.2 Development Agreement. Within fourteen (14) days of the Effective Date, Buyer shall deliver to Seller the terms of a development agreement for the Property (the "**Development Agreement**"). Buyer and Seller shall negotiate the terms of a Development Agreement for the Property that addresses and encompasses such matters as Seller shall

require and to which Buyer may agree. Seller's review, comments and negotiation of the Development Agreement shall neither constitute nor be considered as any form of Town Council approval of a Development Agreement. Any Development Agreement shall remain subject to final, formal approval by Town Council. If the parties are unable to agree upon a form of Development Agreement submittal for consideration by Town Council on or before November 7, 2022, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.3 Public Benefits Credit. The Development Agreement shall set out the public benefits that will be provided by the development of each Parcel within the Property. For the benefits provided by development of each Parcel, Buyer shall be entitled to a credit against the Purchase Price of that Parcel (the "**Public Benefits Credit**") in the amounts agreed and allocated in the Development Agreement.

6.4 Denial of Application by Town Council. If the Town Council does not approve the Development Agreement on or before November 7, 2022, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement (the "**November Termination Date**"). For purposes of this Section, a continuance or approval by Town Council subject to conditions or revisions that are unacceptable to Buyer shall constitute a denial of the Development Agreement. Buyer's determination whether any such conditions or revisions are acceptable must be delivered to Seller not later than the second (2nd) business day after the Town Council's action on the Development Agreement. Notwithstanding the foregoing, the Parties may mutually agree prior to the November Termination Date, to extend the November Termination Date. The Seller, through its Town Manager, is authorized to extend the November Termination Date on behalf of the Seller, one or more times, for up to a cumulative total on an additional ninety (90) days.

6.5 Effect of Development Agreement. The Development Agreement shall not displace, limit, or supersede any ordinances, regulations or procedures required by the Town for the purchase and site planning of the Property, and, in the event of any conflict between the provisions of the Development Agreement and the ordinances, regulations or procedures of the Town specifically related to the purchase and site planning of the Property, the ordinances, regulations and procedures of the Town shall control. The Development Agreement shall be contractual and shall also constitute a private imposition and grant to the Town by Buyer of covenants, conditions, restrictions, and equitable servitudes governing the development and use of the Property that shall run with the land and shall be binding upon Buyer and all grantees, successors and assigns of Buyer who take title to any portion of the Property. The Deeds shall state that each is subject to the Development Agreement and the Post-Closing Covenant and Repurchase Option, and the Development Agreement shall be recorded upon Closing, immediately after the Deeds.

7. **Property Condition.** The Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no

representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the “**Environmental Laws**”). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer acknowledges that Seller may have conveyed to PWSD, or may convey to PWSD prior to Closing, all water rights with respect to the Property, including without limitation all not nontributary ground water rights, and Seller shall retain all credits or other compensation received from the PWSD as a result of such conveyances. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN “AS IS” PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth expressly in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

8. Covenants.

8.1 Seller’s Covenants. During the term of this Agreement, except as contemplated herein, Seller covenants and agrees that:

8.1.1 Seller shall, subject to the terms and provisions of this Agreement, continuously operate and maintain the Property in the same manner as currently being operated and maintained, and deliver the Property at Closing in the same condition as exists as of the Effective Date, subject to ordinary wear and tear and Buyer inspection activities;

8.1.2 Seller shall continuously maintain in full force and effect such insurance coverage on the Property as currently being maintained, if any;

8.1.3 Seller shall not encumber, grant easement or other rights of use over, lease, rezone, plat, or change the use or designation of, the Property without

the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion; and

8.1.4 Seller shall not offer the Property for sale to a third-party, accept an offer from a third-party, or enter into any contracts with third parties for the sale of the Property during the effectiveness of this Agreement.

9. Closing Conditions.

9.1 Conditions to Seller's Obligation to Close. Seller's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following conditions (each a "**Condition**", any of which may be waived in writing by Seller:

9.1.1 Buyer shall have performed all material obligations to be performed by Buyer under this Agreement;

9.1.2 Buyer's representations and warranties contained in Section 13.2 shall be true and correct as of the Closing;

9.1.3 Buyer and Seller shall have agreed to the Development Agreement and shall have obtained the approval of the Development Agreement by the Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer and Seller prior to the Outside Closing Date, and provided that, at Seller's option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and the Town Manager on behalf of Seller and recorded as required upon Closing;

9.1.4 There shall not be pending as of the Closing Date any resident-initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement (provided the Closing Date will be deemed extended until the date that is five (5) business days after the successful resolution of any such proceeding), but in no event beyond the Outside Closing Date.

9.1.5 If Conditions 9.1.1 or 9.1.2 to Seller's obligation to Close are not fulfilled as of the Closing Date, then the provisions of Section 14.2 hereof shall apply. If Conditions 9.1.3 or 9.1.4 to Seller's obligation to Close are not fulfilled as of the Outside Closing Date, then Seller may terminate this Agreement by written notice to Buyer, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

9.2 Conditions to Buyer's Obligation to Close. Buyer's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following Conditions (any of which may be waived in writing by Buyer):

9.2.1 Seller shall have performed all material obligations to be performed by Seller under this Agreement;

9.2.2 Seller's representations and warranties contained in Section 13.1 shall be true and correct as of the Closing;

9.2.3 The Title Company shall be unconditionally and irrevocably committed to issue to Buyer the Title Policy in an amount equal to the Purchase Price, insuring Buyer's fee simple title to the Real Property subject only to the Permitted Exceptions;

9.2.4 Buyer and Seller shall have agreed to the Development Agreement and shall have obtained the approval of the Development Agreement by the Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer and Seller prior to the Outside Closing Date, and provided that, at Buyer's or Seller's option exercisable by written notice thereof to the other party, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and the Town Manager on behalf of Seller and recorded as required upon Closing;

9.2.5 There shall not be pending as of the Closing Date any resident-initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement (provided the Closing Date will be deemed extended until the date that is five (5) business days after the successful resolution of any such proceeding), but in no event beyond the Outside Closing Date.

9.2.6 If Conditions 9.2.1 or 9.2.2 to Buyer's obligation to Close are not fulfilled as of the Closing Date, then the provisions of Section 14.1 hereof shall apply. If Conditions 9.2.3 through 9.2.5 to Buyer's obligation to Close are not fulfilled as of the Closing Date, then Buyer may terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

10. Closing. Buyer and Seller agree that the Closing will be consummated as follows:

10.1 Closing Date. The Closing shall occur on the earlier of (i) the day that is sixty (60) days after Buyer and Seller have obtained Town Council approval of the

Development Agreement and December 14, 2022 (the “**Closing Date**”), provided that in no event shall the Closing Date be later than November 1, 2023 (the “**Outside Closing Date**”). Closing will take place at or through the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing. If Closing does not occur by the Outside Closing Date as a result of any default of Buyer or Seller, the provisions of Article 14 hereof shall apply. If Closing does not occur by the Outside Closing Date as a result of any reason other than a default by Buyer or Seller, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement. Notwithstanding the foregoing, the Parties may mutually agree, prior to the Outside Closing Date, to extend the Outside Closing Date. The Seller, through its Town Manager, is authorized to extend the Outside Closing Date on behalf of the Seller, one or more times, for up to a cumulative total on an additional ninety (90) days. Any such mutually-agreed extensions of the Outside Closing Date will be in addition to the extensions provided under Article 9 above.

10.2 Closing Documents. Other than those documents described in Sections 10.2.8 through 10.2.11 below, all documents required to be signed and delivered by a party for Closing must be delivered as wet signature originals and not as electronic documents or either physical or electronic copies of signed documents. Seller and Buyer will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

10.2.1 Bargain and Sale Deeds. The Deeds executed and acknowledged by Seller.

10.2.2 Development Agreement. The Development Agreement executed and acknowledged by the Town and Buyer.

10.2.3 Reserved Easements. The Reserved Easements executed by the Town and Buyer with regard to the Parking License and the Drainage Easement and executed by PWSD and Buyer with regard to the sewer line easement.

10.2.4 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

10.2.5 Nonforeign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

10.2.6 Conveyance Information. A Colorado Form DR 1083, in form required by law and signed by Seller, concerning information with respect to a conveyance of a Colorado real property interest.

10.2.7 Transfer Declaration. A real property transfer declaration, in form required by law and signed by Buyer, concerning the transaction contemplated by this Agreement.

10.2.8 Seller's Affidavit. An affidavit of Seller as may be reasonably required by the Title Company to remove the so-called standard pre-printed exceptions from the Title Policy.

10.2.9 Settlement Statements. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement.

10.2.10 Title Documents. Such other documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated by this Agreement.

10.2.11 Funds. All monies, by wire transfer of funds, required to be paid by either party thereunder.

10.3 Further Documents. Seller and Buyer will execute and deliver such other documents and will take such other action at Closing as reasonably may be necessary or appropriate to carry out their respective obligations under this Agreement.

10.4 Affiliated Transaction Contingency. Reference is hereby made to that certain parcel of unimproved land owned by Parker Authority for Reinvestment (“**PAR**”), located adjacent to the Property and legally described, for information purposes only, as “**Lot 1A-1, Parker Central Area Filing No. 1, Amendment No. 2, County of Douglas, State of Colorado**” (the “**PAR Parcel**”). Seller and Buyer acknowledge PAR and Buyer, or an affiliate of Buyer (the “**PAR Parcel Buyer**”), have simultaneously entered into a purchase and sale agreement for the transfer of the PAR Parcel from PAR to the PAR Parcel Buyer (the “**PAR Parcel Agreement**”). Buyer and Seller agree that closing under the PAR Parcel Agreement is expressly contingent and conditioned on Closing under this Agreement and Seller’s and Buyer’s obligations to Close under this Agreement are expressly contingent and conditioned on a simultaneous closing under the PAR Parcel Agreement. Any termination (whether as a result of default or otherwise) by Seller or Buyer under this Agreement shall effectuate a termination under the PAR Parcel Agreement. Termination or default by Buyer under the PAR Parcel Agreement shall be deemed a Buyer termination or default under this Agreement. Termination or default by Buyer under this Agreement shall be deemed a Buyer termination or default under the PAR Parcel Agreement. Termination by PAR under the PAR Parcel Agreement shall effectuate a Seller termination under this Agreement, and Termination by Seller under this Agreement shall effectuate a PAR termination under the PAR Parcel Agreement. It is expressly intended that Closing under this Agreement and Closing under the PAR Parcel Agreement shall occur simultaneously or not at all.

11. Adjustments and Prorations. Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. There will be no prorations of water, sewer, or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid

amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deeds. As set forth in Section 5.2, Seller shall pay for the extended coverage Title Policy, and Buyer shall pay all costs associated with the Survey required for deletion of the standard printed survey exception and for any additional Title Policy endorsements and any loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to provide in order to cure a Title Objection or Survey Objection. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. Escrow; Commissions.

12.1 Instructions. Within three (3) business days after the Effective Date, Buyer and Seller each shall deliver one copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with Title Company. Delivery may be made by emailing a signed copy in pdf format. This Agreement, together with such further instructions, if any, as the parties shall provide to Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Title Company hereunder are not acceptable to Title Company, or if Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions, and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless expressly agreed to by Seller and Buyer.

12.2 Escrow. By its execution of this Agreement, Title Company agrees to receive, invest, and apply the Deposit in accordance with the terms and provisions of this Agreement and any additional instructions executed by the parties and the Title Company. In the event of any dispute between Buyer and Seller as to the proper application of the Deposit, Title Company may commence an action in the District Court in and for the County of Douglas, pay the Deposit to such Court, and interplead Buyer and Seller to such action, whereupon Title Company will be dismissed from such action and relieved of any further obligations with respect to the Deposit. Buyer and Seller hereby agree to submit to the jurisdiction and venue of such court for the purpose of any such action.

12.3 Close of Escrow. Provided that Title Company shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Buyer and Seller have deposited into escrow the items and funds required by this Agreement and Title Company unequivocally agrees in writing that Title Company can and will issue the Title Policy, Title Company shall:

- (a) Record in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the "**Records**") the following documents in the following order:

1. The Deeds, which will include the Post-Closing Covenant and Repurchase Option;
2. The Development Agreement;
3. The Reserved Easements.

(b) Deliver to Buyer: (i) the Deeds, by causing them to be recorded in the Records and then delivered to Buyer after recording, with a copy to Seller; (ii) the Certificate of Non-Foreign Status; (iv) the Seller's Certificate; (v) Buyer's Settlement Statement; and (vi) all other documents deliverable to Buyer as a result of Closing.

(c) Deliver to Seller: (i) the Purchase Price, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller's Settlement Statement; (iii) the Development Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer, (iv) the Reserved Easements by causing them to be recorded in the Records and then delivered to Seller, with a copy to Buyer, and (v) all other documents deliverable to Seller as a result of Closing.

(d) Deliver to Buyer: any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer for Closing.

(e) Deliver the Title Policies issued by Title Company to Buyer promptly after Closing.

12.4 Real Estate Reporting Person. Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Title Company shall file Form 1099 information return and send the statement to Seller, as required under the aforementioned statute and regulation.

12.5 Sales Commissions. Seller and Buyer represent and warrant, one to the other, that neither party has dealt with any real estate broker, salesperson, or finder in connection with this transaction.

13. Representations and Warranties.

13.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as follows, effective as of the Effective Date and the Closing Date:

13.1.1 Authority. Seller is a Colorado municipal corporation, duly organized and existing and in good standing under the laws of the State of Colorado. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby, subject to all laws, ordinances and regulations

governing municipal action. All requisite action has been taken by Seller in connection with the entering into of this Agreement. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

13.1.2 No Lease or License. The Property is not subject to any oral or written option agreement, right of first refusal, or purchase agreement, or any lease or license permitting use or occupancy thereof which will survive the Closing, with respect to the Property or any portion thereof.

13.1.3 OFAC.

(a) Seller is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “**List**”) and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). For purposes of this Section, the term “**Embargoed Person**” means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person’s interest in Seller is through a U.S. Publicly Traded Entity. As used in this Section, “**U.S. Publicly-Traded Entity**” means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

13.1.4 Environmental. During Seller’s ownership of the Property, Seller has not caused any portion of the Property to be excavated, caused any construction debris or other debris to be buried upon any portion of the Property, or caused the Property to be used as a landfill or as a dump to receive garbage, refuse, waste or fill material containing any hazardous matters, hazardous wastes, hazardous substances, or hazardous materials, as defined by or regulated by any Environmental Laws.

13.1.5 Proceedings. There are no actions, litigation, or proceedings by any individual or governmental agency, or proceedings in eminent domain, pending, or to the best of Seller’s knowledge, threatened against the Property.

13.2 Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows, effective as of the Effective Date and the Closing Date:

13.2.1 Authority. Buyer is a limited liability company duly organized and existing and in good standing under the laws of the State of Colorado. Buyer has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

13.2.2 Consents, Binding Obligations, Violations. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby (excluding any government or related development approvals relating to the Buyer's intended development of the Property) have been, or will by closing be, obtained. This Agreement and all documents required hereby to be executed by Buyer are and will be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

13.2.3 Opportunity to Investigate.

(a) Buyer acknowledges and agrees that, prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property that Buyer deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, review of all surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental entities, agencies and/or districts, the condition of title, soils and geological reports, and governmental agreements and approvals. Any fees associated with such restrictions, conditions, or agreements, including but not limited to impact fees related to the Project, shall be the responsibility of Buyer.

(b) Except as otherwise expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof.

(c) Buyer further represents and warrants that, in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN “AS IS” PHYSICAL CONDITION, WITH ALL FAULTS.** Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

13.2.4 OFAC.

(a) Buyer and each person or entity owning an interest in Buyer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “**List**”) and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). For purposes of this Section, the term “**Embargoed Person**” means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person’s interest in Buyer is through a U.S. Publicly Traded Entity. As used in this Section, “**U.S. Publicly-Traded Entity**” means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

14. Remedies.

14.1 Buyer’s Remedies. If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer’s default hereunder, and Seller’s failure to perform is not cured within ten (10) business days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer’s exclusive remedies: (i) to specific performance of Seller’s obligations

hereunder; or (ii) to terminate this Agreement, upon which termination Buyer shall receive a return of the Deposit and reimbursement of Buyer's actual out of pocket costs incurred in connection with the transaction contemplated herein up to a maximum amount of \$150,000 as liquidated damages and not as a penalty, Seller and buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain. Any and all other remedies otherwise available to Buyer under applicable law or in equity are hereby expressly waived.

14.2 Seller's Remedies. If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, and Buyer's failure to perform is not cured within ten (10) business days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right, which shall be Seller's exclusive remedy, to terminate this Agreement and receive the Deposit as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Buyer would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Seller under applicable law or in equity are expressly waived. The foregoing limitations shall not apply with respect to Buyer's indemnity obligations under this Agreement that survive termination, as to which Seller shall have all remedies available at law or in equity.

15. General Provisions. The parties further agree as follows:

15.1 Time and Dates. Time is of the essence of this Agreement and Seller's and Buyer's obligations hereunder. A "**business day**" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in this Agreement for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

15.2 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein.

15.3 Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

15.4 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier

service. Notices other than notices of default may be given by email, with confirmation of electronic delivery. Notices may not be delivered by facsimile.

If to Seller, to:

Town of Parker
Attn: Town Manager
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: mkivela@parkeronline.org

With a copy to:

Town of Parker
Attn: Town Attorney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: khoffmann@parkeronline.org

And a copy to:

Holland & Hart LLP
555 17th St., Suite 3200
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 295-8554
Email: trgorrell@hollandhart.com

And a copy to:

Hoffmann, Parker, Wilson & Carberry, P.C.
Attn: Corey Y. Hoffmann
511 16th Street, Suite 610
Telephone: (303) 951-2094
Email: cyh@hpcwclaw.com

If to Buyer, to:

Confluence Companies, LLC
430 Indiana Street, Suite 200,
Golden, Colorado 80401
Attention: Anthony De Simone

With a copy to:

Joseph Lubinski
MDH Law Group LLC

1001 Bannock Street, Suite 135
Denver, Colorado 80202

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 15.4.

15.5 Headings. The headings that appear in the Articles and Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

15.6 Counterparts. This Agreement may be executed in counterpart originals, each of which (or any combination of which) when signed by all of the parties will be deemed an original, but all of which when taken together will constitute one agreement. Signatures on this Agreement may be evidenced only by wet signature on the originals hereof delivered to each party.

15.7 Assignment. Buyer shall have no right to assign Buyer's rights or obligations under this Agreement, in whole in any part, without first obtaining Seller's written consent, which consent may be granted or withheld in Seller's sole discretion. The foregoing notwithstanding, Buyer may assign this Agreement with all (but not part) of its rights and obligations hereunder to an entity or entities in which Buyer (or an affiliate or owner of Buyer) has a controlling managerial or ownership interest without Buyer's consent, provided as a result thereof Buyer remains responsible for the management of the construction of improvements upon the Property. For purposes of this Section, "**affiliate**" shall mean an entity that is owned, controlled by or under common control with Buyer. Upon assignment, Buyer shall not be relieved of any obligations under this Agreement. Any assignment of this Agreement shall be done pursuant to a separate assignment agreement and not by amendment of this Agreement, and, to the extent Seller's approval is required pursuant hereto, it must be completed sufficiently in advance of Closing to permit Seller to obtain any required assignment approval under applicable Town procedures.

15.8 Successors and Assigns. Subject to Section 15.7 above, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in interest hereunder.

15.9 Recordation Prohibited. This Agreement shall not be recorded by either party in the Records; and if Buyer shall record this Agreement or cause or permit same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement, and if Seller terminates this Agreement as a result of such breach, then Seller may record a notice of such termination.

15.10 Waiver of Jury Trial. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER

AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15.11 Cancellation Fees. Buyer and Seller agree to share equally any title or escrow cancellation fees charged by the Title Company.

15.12 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other. The parties agree that their relationship is that of seller and buyer only and that nothing contained in this Agreement shall be deemed to constitute either party the agent or legal representative of the other for any purpose whatsoever; nor shall this Agreement be deemed to create any form of business organization between the parties to this Agreement; nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party; nor shall either party be in any way liable for any debt of the other.

15.13 Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

15.14 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller as sophisticated parties represented by counsel, and the parties agree they shall not be construed for or against either party based upon authorship.

15.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money, to pay the Termination Rights Payment, and to deliver to Seller copies of all third-party, nonprivileged reports of the results of all tests and inspections of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

15.16 Waiver. The waiver by one party of the performance of any covenant, condition or promise under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition, or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. Unless otherwise set forth in this Agreement, the exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No

waiver shall be effective unless the same is in writing and signed by the party to be charged with it.

15.17 Rule Against Perpetuities. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or any analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated president and vice-president of the United States and senators of the State of Colorado, their now living descendants, if any, and the longest living survivor of them, plus twenty-one (21) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado ("Seller") and
Confluence Companies, LLC ("Buyer").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

Date: _____

BUYER:

CONFLUENCE COMPANIES, LLC,
a Colorado limited liability company

By: _____
Name: Anthony De Simone

Title: Manager

Date: 8/16/22

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

[NCS Colorado, a Division of Fidelity National Title Group]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Pine Curve Property Legal Description

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 160.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.80 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

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

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 87°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH $04^{\circ}32'19''$ EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH $00^{\circ}27'20''$ WEST, A DISTANCE OF 218.86 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}07'12''$, AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT 1

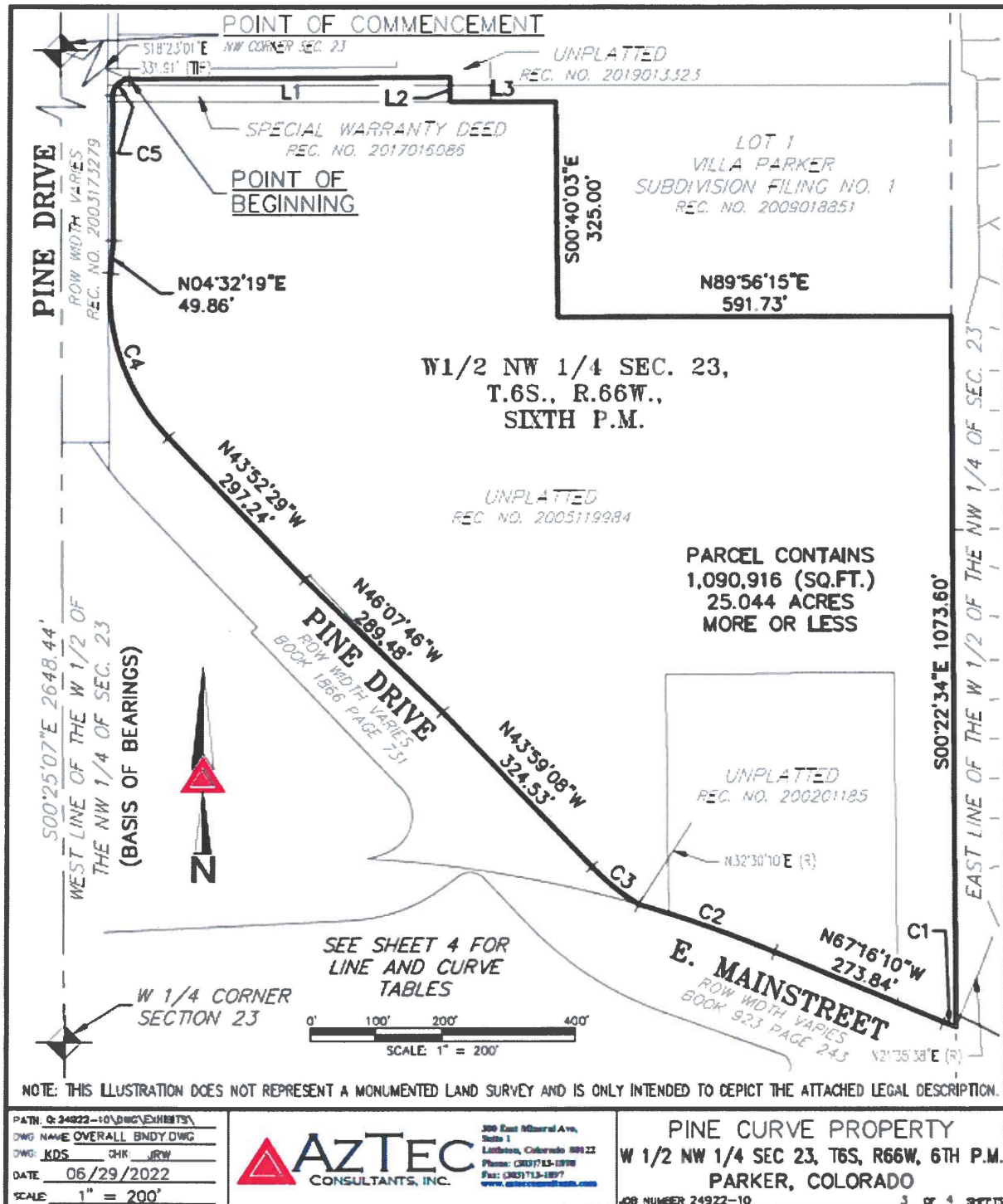


ILLUSTRATION TO EXHIBIT 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°08'12"	1050.00'	20.83'
C2	6°42'22"	1850.00'	216.53'
C3	13°30'42"	383.00'	90.32'
C4	48°24'48"	320.00'	270.39'
C5	90°07'12"	25.00'	39.32'

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

PATH: Q: 24922-10\DWG\EXHIBITS\
 DWG NAME: OVERALL BNDY.DWG
 DWG: KDS CHK: JRW
 DATE: 06/29/2022
 SCALE: N/A



389 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1878
 Fax: (303) 713-1897
www.aztecconsultants.com

PINE CURVE PROPERTY
 W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
 PARKER, COLORADO
 JOB NUMBER 24922-10 4 OF 4 SHEETS

EXHIBIT A

SELLER DELIVERABLES

- (a) A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment.
- (b) All soil reports, environmental reports, geotechnical studies, and engineering reports in Seller's possession.
- (c) Copy of the tax parcel map for the Property.
- (d) All engineering reports in Seller's possession.
- (e) Buyer acknowledges that Seller has previously provided to Buyer a marketing analysis for the My Mainstreet project.

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

After Recording Return To:

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that the Town of Parker, a Colorado home rule municipal corporation (“**Grantor**”), whose address is 20120 E Mainstreet, Parker, Colorado 80138, for valuable consideration in hand paid, hereby sell(s) and convey(s) to Confluence Companies, LLC, a Colorado limited liability company (“**Grantee**”), whose address is 430 Indiana Street, Suite 200, Golden, Colorado 80401, the following real property, with all its appurtenances, in the Town of Parker, County of Douglas and State of Colorado, to wit:

See Exhibit A

(the “**Parcel**”), subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ____ day of _____, 20__.

ATTEST:

TOWN OF PARKER, a Colorado home rule
municipal corporation

By: _____
Chris Vanderpool, Town Clerk

By: _____
Jeff Toborg, Mayor

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Jeff Toborg as Mayor and Chris Vanderpool as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A
TO
BARGAIN AND SALE DEED

[LEGAL DESCRIPTION FOR EACH RESPECTIVE PARCEL]

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

Post-Closing Covenant

1. **Intent as to Covenant.** Grantee hereby agrees that the Property, as defined the Development Agreement, has been conveyed on even date herewith pursuant to Bargain and Sale Deeds (the “**Deeds**”) that incorporate this Post-Closing Covenant (“**Post-Closing Covenant**”) and that each such conveyance is accepted by Grantee subject to and upon the following express terms, covenants, conditions, and restrictions that impose both a burden and an equitable servitude upon each Parcel that run with the land and that are made for the benefit of Grantor and Grantor’s successors and assigns. This Post-Closing Covenant shall be binding upon Grantee and Grantee’s successors and assigns acquiring title to all or any portion of the Property.

2. **Covenant Against Encumbrances.** Grantee covenants and agrees that Grantee will not convey a Parcel or any interest in a Parcel, including any lien, deed of trust or other financing interest, and will not encumber a Parcel in any way beyond the Permitted Exceptions listed in the Deed for such respective Parcel, prior to (i) obtaining all required Governmental Approvals for such Parcel and (ii) having readily available funds or obtaining a Financing Commitment for construction of the Project on the respective Parcel, as further defined below. Any conveyance or encumbrance that is granted or recorded in violation of this Post-Closing Covenant shall be null and void and in all circumstances subordinate to Grantor’s rights under this Post-Closing Covenant.

3. **Covenant to Obtain Governmental Approvals.** With respect to each Parcel, Grantee covenants and agrees that Grantee will use commercially reasonable efforts to obtain all required Governmental Approvals, as defined herein, for such Parcel (the “**Covenant to Obtain Governmental Approvals**”).

3.1 **Obtaining Government Approvals.** For each Parcel, Grantee agrees diligently to pursue, on or before the performance deadline specified in the Development Agreement for satisfaction of the Covenant to Obtain Governmental Approvals for such Parcel (the “**Compliance Deadline**”), all Governmental Approvals (as such term is defined in the Development Agreement) in order for Grantee to construct the project on such respective Parcel as described in the Development Agreement (the “**Project**”).

3.2 **Repurchase Option for Failure to Satisfy the Release Requirements for the Covenant to Obtain Governmental Approvals.** If Grantee fails to obtain all required Governmental Approvals on or before the Compliance Deadline for any Parcel (the “**Governmental Approvals Repurchase Event**”), the Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this Post-Closing Covenant is still effective, upon the terms and conditions set forth below (the “**Governmental Approvals Repurchase Option**”); provided however that Grantee shall have thirty (30) days following receipt of notice from Grantor of said failure to cure and to meet the applicable Compliance Deadline. If Grantee cures within said thirty (30) day

period, then Grantor's Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate.

3.3 Exercise of Governmental Approvals Repurchase Option. Grantor shall have the right to exercise Grantor's Governmental Approvals Repurchase Option due to Grantee's failure to meet an applicable Compliance Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's cure period and expiring ninety (90) days thereafter. If during such 90-day period either (a) Grantee obtains all Governmental Approvals prior to the time of Grantor's exercise of Grantor's Governmental Approvals Repurchase Option, or (b) Grantor's notice to Grantee is not timely given, then Grantor's right to exercise the Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Governmental Approvals Repurchase Option with respect to such Compliance Deadline has terminated. Grantor's confirmation of termination, if required, shall include the legal description of the Parcel(s) subject to Grantor's Governmental Approvals Repurchase Option with respect to such Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.4 Governmental Approvals Repurchase Option Price. The "**Governmental Approvals Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

3.5 Closing of Governmental Approvals Repurchase Event Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Governmental Approvals Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the applicable Parcel(s), in accordance with the terms of this Post-Closing Covenant and the additional terms set forth on Addendum 1 attached hereto and incorporated herein by reference (the "**Purchase and Sale Terms**").

3.6 Termination of Covenant. Grantor's Governmental Approvals Repurchase Option shall terminate with regard to a Parcel upon Grantee's demonstration that Grantee has obtained all required Governmental Approvals for such Parcel. Thereafter, within ten (10) business days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Governmental Approvals Repurchase Option has terminated with respect to the applicable Parcel Compliance Deadline. The acknowledgement shall include the legal description of the Parcel or Parcels subject to Grantor's Governmental Approvals Repurchase Option with respect to the applicable

Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.7 Delays Caused by Town. If Grantee is unable to meet a Compliance Deadline because of delays in obtaining the Governmental Approvals caused by the Town, as such delays are more particularly described and defined in the Development Agreement, then the date by which the Grantee shall be required to meet such Compliance Deadline, and the date by which Grantor shall be permitted to exercise the Governmental Approvals Repurchase Option because of Grantee's failure to meet such Compliance Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4. **Covenant to Commence Construction.** Grantee covenants and agrees to (i) not commence construction on a Parcel unless and until Grantee has either readily available funds or a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel; (ii) to commence construction, as defined below, of the Project on such Parcel in accordance with the Development Agreement and Governmental Approvals on or before the construction commencement deadline specified in the Development Agreement for such Parcel ("**Commencement Deadline**"); and (iii) to proceed diligently with construction in a good and workmanlike manner until completion in accordance with the Development Agreement and Governmental Approvals for such Parcel, subject only to Force Majeure (as defined below).

4.1 Repurchase Option for Failure to Satisfy the Covenant to Commence Construction of the Project. If a "**Construction Repurchase Event**" (defined below) occurs, Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this covenant is still effective, upon the terms and conditions set forth below (the "**Construction Repurchase Option**").

4.2 Construction Repurchase Event. With respect to each Parcel, the "**Construction Repurchase Event**" shall mean the Grantee shall not have commenced construction of the Project on such Parcel prior to the Commencement Deadline applicable to such Parcel. Grantee shall be deemed to have commenced construction on a Parcel at such time as installation of the footings and foundations for the building(s) on the Parcel have been commenced in accordance with the plans for the Project on such Parcel approved under the Governmental Approvals. Grantee shall have a thirty (30) day cure period from receipt of notice from Grantor of Grantee's failure to meet such Commencement Deadline, and if Grantee commences construction and cures within such thirty (30) day cure period, then Grantor's Construction Repurchase Option with respect to such Construction Repurchase Event shall terminate.

4.3 Exercise of Construction Repurchase Option. Grantor shall have the right to exercise the Construction Repurchase Option due to Grantee's failure to meet a Commencement Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's applicable 30-day cure period and expiring ninety (90) days thereafter. If (i) during such 90-day period, construction is commenced prior to the time of Grantor's exercise of the Construction

Repurchase Option, or (ii) Grantor's written notice is not given to Grantee on or before the expiration of the 90-day period, then Grantor's right to exercise the Construction Repurchase Option due to the occurrence of the Construction Repurchase Event shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Construction Repurchase Option has terminated. Grantor's confirmation of termination if required, shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

4.4 Construction Repurchase Option Price. The "**Construction Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

4.5 Closing of Construction Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Construction Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the Property, in accordance with the terms of this Post-Closing Covenant and the Purchase and Sale Terms set forth on Addendum 1 attached hereto and incorporated herein by reference.

4.6 Termination of Covenant. Grantor's Construction Repurchase Option shall terminate with regard to a Parcel upon Grantee's demonstration that Grantee has: (i) obtained all required Governmental Approvals, (ii) has readily available funds or has obtained a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel, and (iii) commenced construction of the Project prior to the Commencement Deadline. Thereafter, within ten (10) days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Construction Repurchase Option have terminated with regard to the applicable Parcel. Such confirmation shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

4.7 Force Majeure. If Grantee is unable to meet the Commencement Deadline because of delays due to unforeseeable causes beyond the reasonable control of Grantee, such as, but not limited to, acts of God, strikes, work stoppages, civil unrest, terrorism, extraordinary weather conditions, governmental actions, or fire or other casualty, then the date by which the Grantee shall be required to meet the Commencement Deadline, and the date by which Grantor shall be required to exercise the Repurchase Option because of Grantee's failure to meet such Commencement Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4.8 Additional Remedies. In addition to the remedies specifically described herein, in the event of any breach of this Post-Closing Covenant, Grantor shall be entitled to pursue all remedies available to Grantor at law or in equity, including without limitation specific performance, injunctive relief, both mandatory and prohibitory, and direct damages, provided that in no event may Grantor seek or be awarded consequential or punitive damages.

[END OF EXHIBIT B-2]

ADDENDUM 1
TO
EXHIBIT B-2
TO
BARGAIN AND SALE DEED

**Purchase and Sale Terms
for Repurchase Options**

1. **Parties.** For the purchase and sale of the Property, the parties shall be Grantor as “**Buyer**” and the record owner of the Property (Grantee or Grantee’s successor or assign, as applicable) as “**Seller**”.
2. **Effective Date.** The effective date (“**Effective Date**”) of the agreement for sale and purchase of the Property between Buyer and Seller shall be the date Buyer delivers written notice to Seller that Buyer is exercising Buyer’s Governmental Approvals Repurchase Option and/or Construction Repurchase Option (referred in context herein as the “**Option**”).
3. **Closing.** Closing of the Option shall be conducted through a title insurance company and escrow agent to be designated by Buyer as provided below (the “**Closing**”). The Closing shall occur on the first business day that is at least ninety (90) calendar days after the Effective Date, or such earlier date as is agreed to by Seller and Buyer.
4. **Conveyance.** At Closing Seller shall sell, assign, and convey the Property to Buyer by statutory form of bargain and sale deed together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances then owned or thereafter acquired by Seller, subject only to the “**Permitted Exceptions**” as defined below.
5. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer’s overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvements on the Property.
6. **Inspection Period.** Buyer shall have a period of forty-five (45) days following the Effective Date (the “**Inspection Period**”) to conduct such investigations of the Property and title to the Property as Buyer shall deem necessary, and Buyer shall be given reasonable access to the Property for such investigations. At any time prior to the expiration of the Inspection Period, Buyer may terminate the exercise of its Option by delivering notice to Seller of such termination. Buyer’s delivery of such notice shall constitute a waiver and termination of Buyer’s right to exercise Buyer’s Option with respect to the Governmental Approvals Repurchase Event and/or Construction Repurchase Event that triggered Buyer’s Option, as a result of which Buyer and Seller shall be relieved of all obligations for purchase and sale of the Property hereunder arising out of such Governmental Approvals Repurchase Event and/or Construction Repurchase Event.

7. **Title Insurance and Permitted Exceptions.** In Buyer's notice exercising Buyer's Option, Buyer shall designate the title insurance company and escrow agent to facilitate the transaction (the "**Title Company**"). Buyer and Seller shall execute such reasonable and customary documentation with the Title Company as shall be required by the Title Company to facilitate the transaction. Within ten (10) days of Buyer delivering to Seller a notice of exercise of Buyer's Option, Seller shall order a title insurance commitment (the "**Commitment**") from the Title Company for the issuance at Closing of an ALTA Owner's Policy utilizing the then current form of ALTA Owner's Policy of title insurance and shall cause the Title Company to deliver the Commitment to Buyer and to make available to Buyer copies of all documents listed as exceptions to insured title in the Commitment. Buyer shall have such investigation and termination rights with respect to title matters as are provided in Section 6 above. If Buyer does not terminate its Option prior to the expiration of the Inspection Period, then title shall be conveyed to Buyer at Closing subject to all matters listed as exceptions in the Commitment except for any monetary encumbrances or liens (the "**Permitted Exceptions**"). It shall be the obligation of Seller to remove all monetary encumbrances or liens created by, through, or under Seller from the Property prior to Closing, and if they are not so removed, then the Title Company is authorized to use Purchase Price funds delivered by Buyer to satisfy and remove such monetary encumbrances or liens and Seller shall remain responsible post-closing for any deficiency. At Closing, the Title Company shall deliver the Title Policy to Buyer, or commit to deliver it promptly after Closing, subject only to the Permitted Exceptions. All costs of the Commitment and the base premium for the Title Policy (excluding any endorsements requested by Buyer) shall be paid by Seller.

8. **Property Condition.** The Property shall be transferred to Buyer at Closing in its "AS IS, WHERE IS" condition as of the date of Closing, but such transfer shall not relieve Seller of any obligation imposed by applicable law or governmental regulation to remedy or remediate any environmental condition or other condition at the Property that are not in compliance with applicable law or governmental regulation as of the date of Closing.

9. **Seller Covenants.** Seller covenants that between the delivery date of Buyer's notice exercising Buyer's Option and the date of Closing, Seller will not convey the Property or any interest in the Property to any person, will not encumber the Property beyond the Permitted Exceptions, and will not commit or permit contamination or impairment of the Property or waste or deterioration of improvements on the Property.

10. **Closing Actions.** All documents customarily required for Closing shall be provided to the Title Company by Seller and Buyer, including without limitation the Deed, closing instructions, deed of trust releases, other lien releases, signed settlement statements, and such affidavits and indemnities as the Title Company reasonably shall require to close the transaction and issue the Title Policy in accordance with the Commitment. Buyer shall deliver the Purchase Price to the Title Company for Closing in readily available funds. The Title Company shall prepare Buyer's and Seller's Settlement Statements. There shall not be any proration of expenses or taxes for the Property. Seller shall be responsible for the payment of all property taxes and assessments incurred or assessed, or to be incurred or assessed, with respect to any period of Seller's ownership of the Property. All taxes and assessments may be paid by the Title Company out of Purchase Price proceeds if not paid prior to Closing, and Seller shall remain responsible post-closing for any deficiency. All monetary encumbrances or liens upon the Property, including any claim of mechanics lien, whether or not disputed by Seller, may be paid and satisfied by Title Company out of Purchase Price proceeds if not paid or satisfied by Seller prior to Closing, and Seller shall remain

responsible post-closing for any deficiency. Upon Closing, the Title Company shall record the Deed, shall process and record all releases of monetary liens on the Property existing prior to Closing, and shall deliver all documents required to be delivered to Seller and Buyer in accordance with these Purchase and Sale Terms and local custom. The Title Company shall be designated as the real estate reporting person for preparing and filing such forms as shall be required to be filed with the Internal Revenue Service in connection with the transaction and the Closing.

11. **Time and Dates.** Time is of the essence of these Purchase and Sale Terms and Seller's and Buyer's obligations hereunder. A "**business day**" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in these Purchase and Sale Terms for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

12. **Notices.** All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or on the immediately following business day after deposit for overnight delivery with an overnight courier service providing national overnight delivery services. Notices may not be delivered by email or facsimile.

If to the Town of Parker:
Town of Parker
Attn: Town Manager
Attn: Town Attorney
20120 East Mainstreet
Parker, Colorado 80138

If to Grantee: to the address of the owner of the Property as contained in the property tax records of the County Assessor of Douglas County, Colorado at the time the notice is given.

13. **Governing Law.** This agreement shall be governed by the laws of the State of Colorado.

14. **Waiver of Jury Trial.** IN ANY PROCEEDING TO ENFORCE THE TERMS OF THE POST-CLOSING COVENANT OR THESE PURCHASE AND SALE TERMS OR TO OBTAIN ANY REMEDY PROVIDED FOR THEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Further Acts.** Each party agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of the sale and purchase of the Property hereunder.

[END OF ADDENDUM 1]

EXHIBIT C

FORM OF PARKING LICENSE

PARKING LICENSE AGREEMENT

This Parking License Agreement (“**Agreement**”) is entered into to be effective as of _____, 2022 (the “**Effective Date**”), by and between Town of Parker, a Colorado municipal corporation, its successors, and assigns (the “**Town**”), and Confluence Companies, LLC, a Colorado limited liability company (“**Licensor**”), with respect to the following:

RECITALS

A. By Bargain and Sale deed dated _____ and recorded on _____ at reception number: _____ of the real property records of Douglas County, Colorado, the Town has conveyed to Licensor that certain real property described and depicted on Exhibit A hereto (the “**Property**”).

B. As additional consideration for conveyance of the Property, Licensor and Town have entered into this Agreement to permit the Town, and its guests, invitees, successors, and assigns to park upon the Property, in the area legally described on Exhibit A attached hereto (the “**License Area**”), subject to the rights and responsibilities of the parties set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grant of License.

1.1 Subject to the terms, conditions, covenants, and limitations provided in this Agreement, Licensor hereby grants to Town a revocable and exclusive license (the “**License**”) to enter upon the Licensor Property to access and use the License Area, seven days a week, 24 hours per day to provide public parking for the Term of this Agreement.

1.2 The License shall be exclusive.

1.3 The License shall not convey, assign, grant or otherwise transfer any right, title or interest in or to the Licensor Property to Town.

1.4 Town shall use the License Area solely for the purposes set forth herein.

1.5 Town shall have no obligation to maintain or right to alter the License Area.

1.6 Town shall maintain reasonable security measures on and around the License Area, and Licensor shall cooperate with such measures as Town may reasonably require at no cost to Licensor.

2. **Term and Termination.**

2.1 The Term of the License shall commence on the Effective Date and continue until the earlier of the issuance of a temporary or permanent Certificate of Occupancy for the Parking Garage to be constructed and located upon the property owned by the Town and legally described as _____.

2.2 Upon the occurrence of the following events, Licensor may terminate this Agreement without further obligation or liability upon thirty (30) days written notice to Town:

2.3 The failure of Town to perform each term, condition, and covenant of this Agreement when and as required, provided such failure remains uncured by Town more than sixty (60) days after written notice, stating with specificity the nature of the alleged failure, delivered to Town by Licensor.

2.4 Town may terminate this Agreement and the corresponding License with or without cause upon thirty (30) days written notice to Licensor.

3. **Representations, Warranties and Covenants of Licensee.**

3.1 Town represents, warrants and covenants as follows:

3.1.1 This Agreement, when executed as provided below, will be the valid and binding obligation of Town enforceable in accordance with its terms; and

3.1.2 Town has taken all necessary corporate and governmental actions and has received all necessary authorization, including, without limitation, authorization of any state or federal governmental entity, for the execution and performance of this Agreement.

4. **Assignability.** The License shall not be conveyed, assigned, sublicensed, or otherwise transferred by Town without the prior written consent of Licensor. Licensor shall have the right to assign, sell, encumber, or transfer its interest in this Agreement and the License Area, without the consent of Town, provided any such transfer does not interfere with the purposes of this License or Town's use of the License Area.

5. **Licensor/Licensee Relationship.** It is understood and agreed that Licensor and Town shall in no event be construed to be partners, joint venturers, or associates of the other in the conduct of each party's business. It is understood and agreed that the relationship is and at all times shall remain only that of licensor and licensee

6. **Strict Construction.** The License granted under this Agreement shall be strictly construed and limited in its interpretation as granting only those rights of access, entry upon or use of the License Area and Property expressly granted herein. No rights of access, entry upon or use of other portions of the Property by Town shall be implied whether such right shall be deemed implied or otherwise. No consent by Licensor to Town's access, entry upon or use of the Licensor Property inconsistent with the grant of License herein shall be construed as modifying or

expanding the License unless such consent shall be in writing and shall expressly modify or amend the License and this Agreement. Furthermore, this Agreement does not create an easement and shall in no way be construed to create any landlord-tenant relationship between the Licensor and Town.

7. **No Recordation.** Neither party shall cause the recordation of this Agreement, or any abstract or summary hereof, without the express written consent of the other party, it being the intention of the parties that this Agreement and the License granted hereunder shall not create, convey, assign, or transfer any interest in or to the Licensor Property to Town.

8. **Insurance.** At all times during the term of this Agreement, Town shall maintain commercial general liability insurance against claims for bodily injury, death or property damage arising out of the exercise by or under Town of the rights granted herein in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance required to be maintained hereunder (a) shall be issued by an insurer authorized to do business in the state of Colorado, (b) shall be primary and noncontributory as to Licensor's insurance, and (c) shall include a waiver of subrogation in favor of Licensor. Town shall deliver to Licensor a certificate of insurance with endorsements evidencing the foregoing coverage upon Licensor's request, and a certificate evidencing renewal of such coverage prior to any expiration of such coverage.

9. **Licensee Waiver.** Town, as a material part of Licensor's agreement to enter into this License, hereby expressly waives all potential claims with respect to adverse possession related to the License Area.

10. **Notices.** All notices and other communications contemplated or required hereunder shall be in writing and shall be deemed given when personally delivered or received by mail or reputable overnight courier, and shall be personally delivered, mailed by certified mail, return receipt requested, with postage and fees paid, or delivered by overnight courier, as follows:

If to Town, to:

Town of Parker
Attn: Town Manager
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: mkivela@parkeronline.org

With a copy to:

Town of Parker
Attn: Town Attorney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: khoffmann@parkeronline.org

And a copy to:

Holland & Hart LLP
555 17th St., Suite 3200
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 295-8554
Email: trgorrell@hollandhart.com

If to Licensor, to:

Confluence Companies, LLC
430 Indiana Street, Suite 200,
Golden, Colorado 80401
Attention: Anthony De Simone

With a copy to:

Joseph Lubinski
MDH Law Group LLC
1001 Bannock Street, Suite 135
Denver, Colorado 80202

11. **No Waiver.** No waiver of any breach of any covenant, condition, or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition, or stipulation.

12. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their permitted successors and assigns.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the License Area and the use thereof by Town.

14. **Headings.** The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections.

15. **Time of Essence.** Time and specific performance are each of the essence of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

[Signature Pages Follow]

IN WITNESS WHEREOF, Licensor and Town have entered into this Agreement as of the date written above.

TOWN:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____
Michelle Kivela, Town Manager

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

Date: _____

LICENSOR:

CONFLUENCE COMPANIES, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

EXHIBIT A

(to Parking License)

PACE Lot 2B (Lot 2B, Civic Center Filing No. 1, 2nd Amendment Subdivision Exemption Plat,
County of Douglas, State of Colorado)

EXHIBIT D

FORM OF SEWER LINE EASEMENT

NONEXCLUSIVE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is dated this ____ day of _____, 2022, by Confluence Companies, LLC, a Colorado limited liability company (“**Grantor**”), with its principal office at 430 Indiana Street, Suite 200, Golden, Colorado 80401, and the PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “**Grantee**”), a Colorado special district and political subdivision having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Grantee currently owns and operates a sewer pipeline and related facilities and appurtenances (collectively, “**Improvements**”) in or upon certain real property owned by Grantor and situated in Douglas County, Colorado, which real property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (along with appurtenances thereto, the “**Easement Property**”); and

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

NOW THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance, repair, removal, and abandonment in place, of the Improvements as required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s exercise of Grantee’s easement rights set forth herein, provided that Grantee shall use existing roadways to the extent available and shall clean, cure and correct, as may be reasonably necessary, any property located adjacent to the Easement Property owned or maintained by the Grantor that may be damaged by such ingress and egress activities in accordance with Section 2.A, infra.

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

A. Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents. Grantee shall keep all of the Easement Property reasonably clean and clear of equipment, building materials, dirt,

debris, and similar materials resulting from Grantee's activities. Grantee shall clean, cure, and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands. Upon completion of any of its activities that disturb the surface of the Easement Property, Grantee shall, at its expense, restore the Easement Property to substantially the condition it was in immediately prior to the initiation of such activities or subsequent restoration, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. If Grantee fails to clean, cure, or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense. Notwithstanding any provision herein, Grantee shall have no obligation to clean, cure, or correct any damage to any private improvements in or on the Easement Property, including but not limited to, all privately owned pavement, curbs, gutters, walks, streets, other utilities, structures, and other improvements. For purposes of this Agreement, "**private improvements**" or "**privately owned**" shall mean or refer to improvements not owned by a county or municipality.

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

C. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act ("**RCRA**"), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property. Any hazardous, toxic, or flammable substances use by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance, or removal of the Improvements shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to protection of health or the environment.

3. Grantor's Covenants.

A. Grantor covenants and agrees that during the term of this Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee, except that Grantor may install roadways, sidewalks, curbs, gutters, and trails on the Easement Property, without written permission, provided Grantor shall be responsible for repairing or replacing any private improvements damaged by Grantee's permitted activities in or on the Easement Property, including payment of the costs thereof.

B. To the fullest extent permitted by applicable law:

i. Grantor hereby warrants that Grantor owns fee title to the Easement Property land;

ii. Grantor covenants that any existing liens and encumbrances affecting the Easement Property will not give rise to any extinguishment or termination of title to the easement rights granted hereunder; and

iii. Grantor agrees to protect and defend the title of the Grantee to the rights granted to Grantee hereunder in the Easement Property from and against all persons whomsoever.

C. Grantor warrants and guarantees that it has the power and authority to grant the easement created by this Agreement.

4. Retained Rights of Grantor.

A. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee pursuant to this Agreement. Grantee's rights hereunder are nonexclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee.

B. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property or the violation of any of the warranties made by Grantor herein necessitates the relocation and/or encasement of the Improvements, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the Improvements and shall provide a replacement easement for the relocation, if necessary, subject to Grantee's specifications. In the event Grantor does not relocate, encase the Improvements, and/or provide a new easement as required by Subsection B within a reasonable period of time, not to exceed ninety (90) days after notice thereof from Grantee, then Grantee may do so, at Grantor's expense.

5. Indemnification of Grantee by Grantor. Grantor agrees, and hereby does, to the fullest extent permitted by law, indemnify and hold harmless Grantee, any directors, officers, employees and agents of Grantee, and any successors or assigns of Grantee, from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.

6. Miscellaneous.

A. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

B. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and

responsibilities set forth in this Agreement are intended to be covenants upon the Easement Property and are to run with the land.

C. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive venue for any action relating to this Agreement shall be with the District Court of Douglas County, Colorado.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

E. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Assignment. Grantee may assign or license all or a portion of its rights hereunder to another political subdivision of the State of Colorado, provided any assignee shall be bound by all terms and conditions set forth herein.

G. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

H. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I. No Third-Party Beneficiary. The Parties enter into this Agreement for the sole benefit of the Parties, to the exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this Agreement.

J. Recording. This Agreement shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

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

[Remainder of Page Intentionally Blank - Signatures on Following Page]

GRANTOR:

By: _____
_____, _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, as _____, a
_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

By: _____
Ron R. Redd, District Manager

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
Ron R. Redd as Manager of the Parker Water and Sanitation District, a Colorado special district
and political subdivision.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 75.26 FEET;

THENCE SOUTH 33°20'40" WEST, A DISTANCE OF 180.33 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 125.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.170 ACRES, (7,392 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

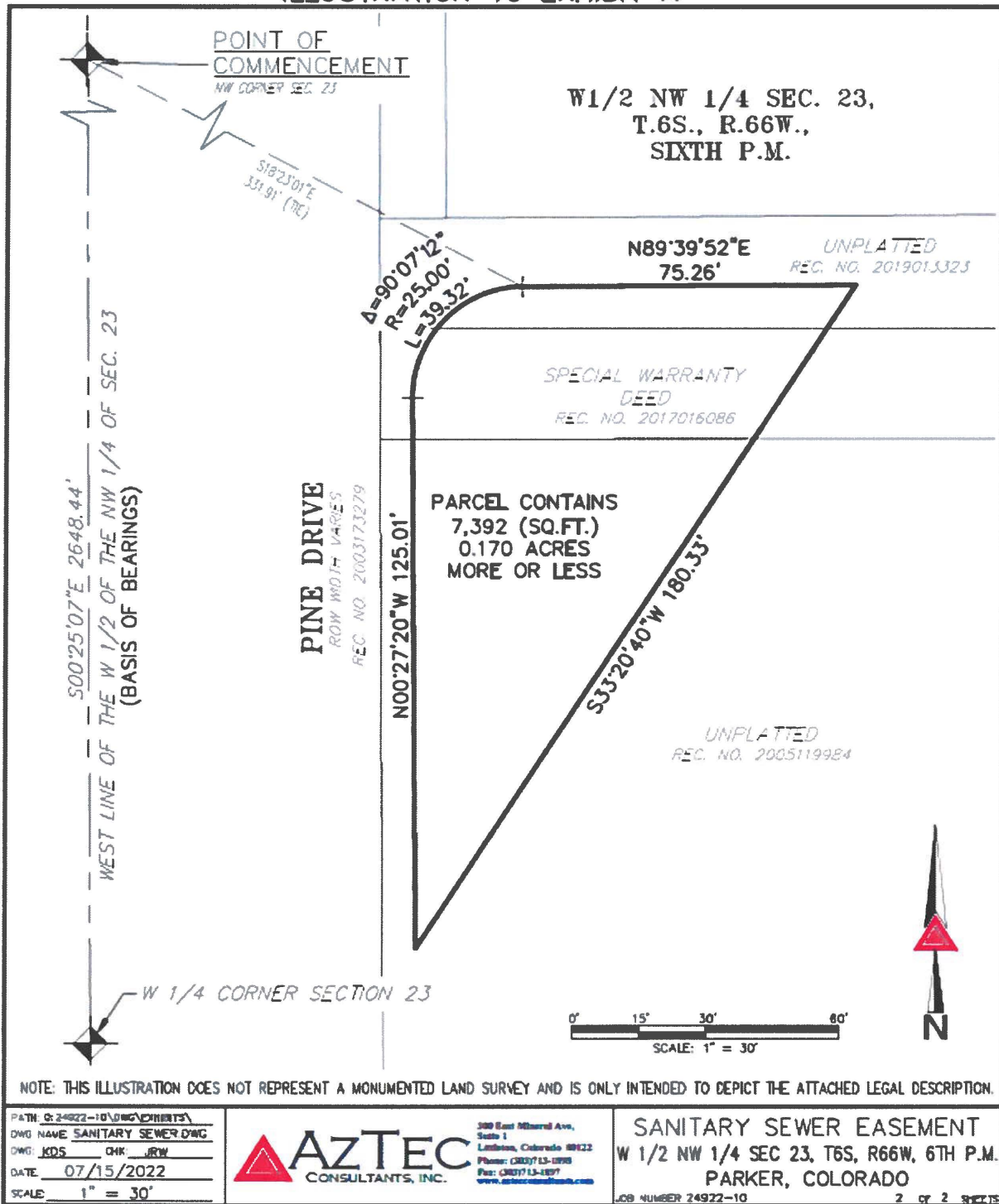


EXHIBIT E
FORM OF DRAINAGE EASEMENT
DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the “**Easement Agreement**”) is dated this _____ day of _____, 2022, by _____, a _____, having an address at 430 Indiana Street, Ste 200, Golden, Colorado 80401 (“**Grantor**”), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (“**Grantee**”).

WHEREAS, Grantee constructed a drainage pipe and appurtenant drainage facilities (the “**Drainage Facilities**”) on the real property described in Exhibit A, which is attached hereto and incorporated by this reference (“**Easement Property**”), during the Grantee’s ownership of the Easement Property;

WHEREAS, Grantee desires to acquire an easement for the purpose of reconstructing, maintaining and operating Drainage Facilities on and through the Easement Property;

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

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

1. Grant of Easement. Subject to the restrictions and requirements set forth in this Easement Agreement, Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of reconstructing, maintaining, and operating the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the reconstruction, operation, and maintenance of Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt, and sidewalks.

2. Reconstruction of Drainage Facilities and Modification of Easement Property. The Grantor and Grantee acknowledge and agree that the Drainage Facilities may be reconstructed and the Easement Property modified when the real property burdened by this Drainage Easement Agreement, which is described in Exhibit B attached hereto and incorporated by this reference (the “**Burdened Property**”), is developed by Grantor, subject to compliance with the Town Storm Drainage and Environmental Criteria Manual, as amended, and subject to an amendment of this Drainage Easement Agreement by Grantor and Grantee.

3. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances other than those in effect as of the date Grantee conveyed the Burdened Property to Grantor.

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

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

**GRANTOR: CONFLUENCE COMPANIES,
LLC, a Colorado limited liability company**

By: _____

(Please print name and title↑)

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

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Legal Description of Easement Property

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.88 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°56'23" EAST, A DISTANCE OF 180.09 FEET TO THE WESTERLY BOUNDARIE OF SAID LOT 1;

THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, SOUTH 00°40'03" EAST, A DISTANCE OF 1,110.08 FEET;

THENCE DEPARTING SAID SOUTHERLY EXTENSION, NORTH 43°59'08" WEST, A DISTANCE OF 281.40 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.88 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 218.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 12.192 ACRES, (531,093 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

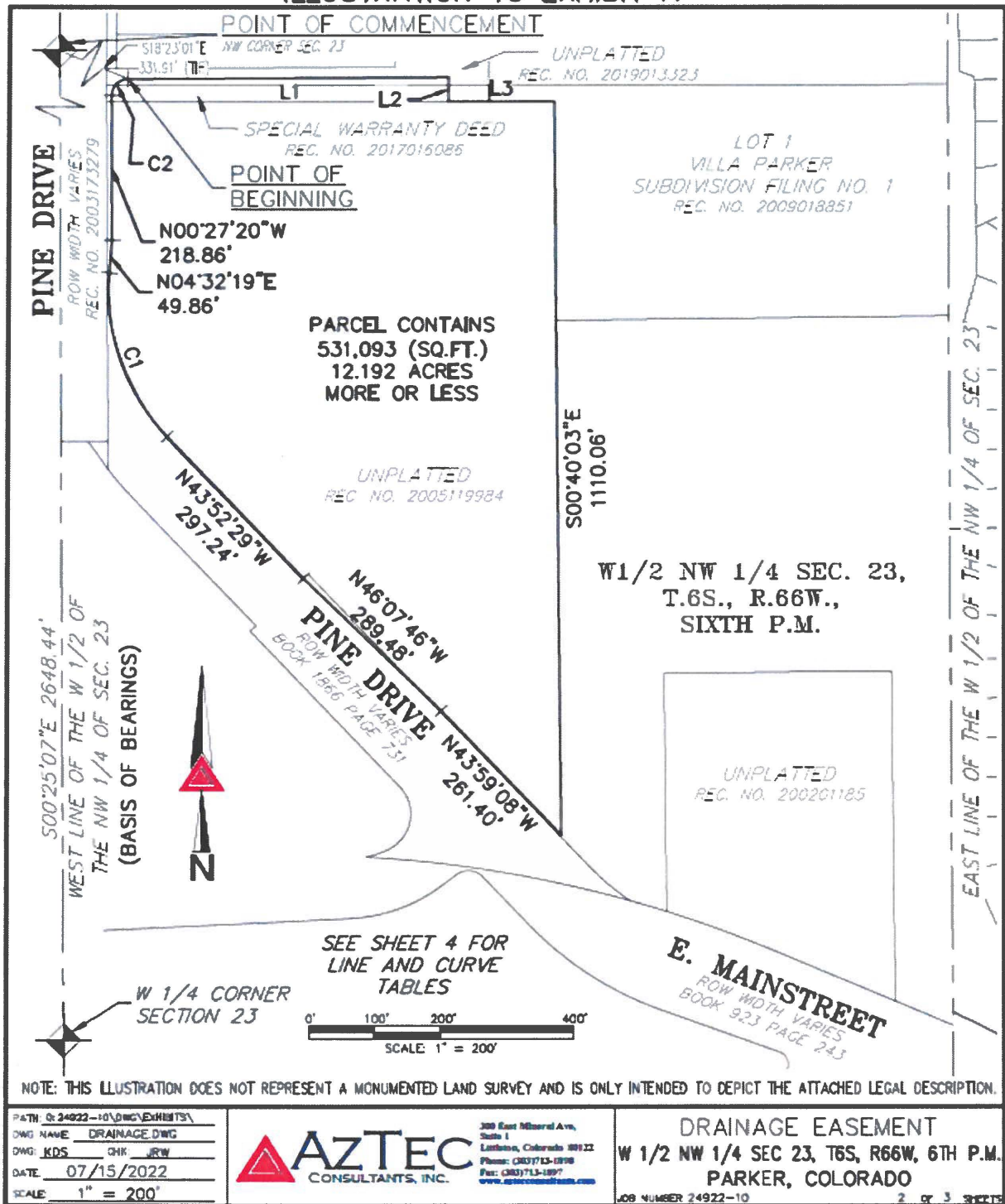


ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	48°24'48"	320.00'	270.39'
C2	90°07'12"	25.00'	39.32'

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

PATH: G:\24922-10\DWG\EXHIBITS\
 DWG NAME: DRAINAGE.DWG
 DWG: KDS CHK: JRW
 DATE: 07/15/2022
 SCALE: N/A



Aztec
CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1910
 Fax: (303) 713-1897
www.aztecconsultants.com

DRAINAGE EASEMENT
W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
PARKER, COLORADO

JOB NUMBER 24922-10

3 of 3 SHEETS

EXHIBIT B

Legal Description of Burdened Property

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 160.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.80 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

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

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 67°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 218.86 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
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