

TOWN OF PARKER COUNCIL AGENDA

February 21, 2023

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 do 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.

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 - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 6:00 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

- **Recognition of Representative Kim Ransom**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

- A. *APPROVAL OF MINUTES - February 6, 2023***

- B. *ORDINANCE NO. 9.355 - First Reading*
A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement By and Between the Town of Parker and the Town of Foxfield for Municipal Court Services
Department: Town Attorney, Jamie Wynn
Second Reading: March 6, 2023
- C. *RESOLUTION NO. 23-015*
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Parker Flats, LLC, for a Portion of Lot 1, The Hein Center, Filing No. 2, First Amendment
Department: Engineering and Public Works, Nathan Klass
- D. *CONTRACTS OVER \$100,000*
1. *Ice Mitigation Product Purchase*
Amount: \$290,000
Contractor: GMCO Corp.
Department: Engineering and Public Works, Scott Borzillo

6. **PUBLIC HEARINGS**

- A. **COYLE PROPERTY ANNEXATION AND ZONING** *(Continued from November 7, 2022 and to be continued to April 17, 2023)*
Applicant: Avalon Bay Communities, Inc.
Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road
Department: Community Development, Julia Duncan
TRAKiT No.: ANX22-006 & Z22-017
1. **ORDINANCE NO. 2.281 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Coyle Property in Douglas County
- B. **ORDINANCE NO. 3.228.2 – Second Reading**
A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan
- C. **ORDINANCE NO. 3.355.1 – Second Reading**
A Bill for an Ordinance to Amend the Parker and Pine Mixed Use Development Planned Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan

D. TRACT Q - Annexation and Zoning

Applicant: Town of Parker

Location: Generally located on the east side of Chambers Road south of Mainstreet

Department: Community Development, Bryce Matthews

TRAKiT No.: ANX22-007 and Z22-022

1. RESOLUTION NO. 23-008

A Resolution to Establish the Findings of Fact and Conclusions Thereon Concerning the Eligibility of the Town-Owned Tract Q Property for Annexation

2. ORDINANCE NO. 2.283 – Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation pf Contiguous Unincorporated Territory Known as the Town-Owned Tract Q Property

3. ORDINANCE NO. 3.369 – Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Town-Owned Tract Q Property to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

4. RESOLUTION NO. 23-009

A Resolution to Exempt Certain Real Property Commonly Known as the Town-Owned Tract Q Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

7. TANTERRA FILING NO. 1

Tanterra Filing No. 1

Department: Town Attorney, Kelsey Hall

Town Attorney, Jim Maloney

Community Development, Bryce Matthews

Engineering and Public Works, Alex Mestdagh

1. RESOLUTION NO. 23-012

A Resolution to Allow a Partial Waiver of Section 13.07.080 of the Parker Municipal Code to Allow a Developer that Is Not the Owner of the Real Property Subject to the Tanterra Filing No. 1 Final Plat to Assume the Obligations to Complete the Public Improvements Described in the Subdivision Agreement for Tanterra Filing No. 1

2. Final Plat for Tanterra Filing No. 1

3. Subdivision Agreement Tanterra Filing No. 1

4. **RESOLUTION NO. 23-013**
A Resolution to Consent to the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement By and Between North Parker Investments, LLC, and Tanterra Development, LLC
5. **Seventh Amendment To Amended And Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)**

8. **ORDINANCES**

- A. **ORDINANCE NO. 9.353 - Second Reading**
A Bill for an Ordinance Approving the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation, & Open Space, Meagan Nakashima
- B. **ORDINANCE NO. 9.354 - Second Reading**
A Bill for an Ordinance Approving the Grant Agreement for Adaptive Water Safety & Swim Lessons By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation & Open Space, Meagan Nakashima
- C. **ORDINANCE NO. 9.348.1 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of a Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue, Tanterra, Town of Parker, By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35A Project No. 107465)
Department: Engineering and Public Works, Alex Mestdagh
- D. **ORDINANCE NO. 1.574 – Second Reading**
A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for Salisbury Park
Department: Engineering and Public Works, Alex Mestdagh

9. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 21, 2023

“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. Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir
2. Right-of-Way located adjacent to 19553 East Mainstreet

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 6, 2023**

Mayor Jeff Toborg called the meeting to order at 5:31 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced there were three topics for discussion in the Executive Session. Under C.R.S. § 24-6-402(4)(e), there was one which was regarding the judge selection process. Under C.R.S. § 24-6-402(4)(b), there were two items, the first item was concerning Proposition 123, and the second item was concerning Policy 1-9, Elected Official Social Media Policy Statement.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:32 p.m. to hold a conference with the Town's attorney 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.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:40 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Brandi Wilks seconded to recess the meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m.

Mayor Toborg led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mayor Toborg and Councilmember Hefta recognized Chef Michael Dupont, thanked him for his contributions to the community, and presented him with a certificate. Chef Dupont presented traditional French cookies to the Council.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. APPROVAL OF MINUTES - January 17, 2023

B. TRACT Q - Annexation and Zoning

Applicant: Town of Parker

Location: Generally located on the east side of Chambers Road south of Mainstreet

Department: Community Development, Bryce Matthews

TRAKiT ANX22-007 and Z22-022

No.:

Second February 21, 2023

Reading:

1. ORDINANCE NO. 2.283 – First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation pf Contiguous Unincorporated Territory Known as the Town-Owned Tract Q Property

2. ORDINANCE NO. 3.369 – First Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Town-Owned Tract Q Property to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

C. ORDINANCE NO. 9.348.1 - First Reading

A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of a Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue, Tanterra, Town of Parker, By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35A Project No. 107465)

Department: Engineering and Public Works, Alex Mestdagh

Second February 21, 2023

Reading:

D. ORDINANCE NO. 3.228.2 – First Reading

A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Julia Duncan

Second February 21, 2023

Reading:

- E. *ORDINANCE NO. 3.355.1 – First Reading*
A Bill for an Ordinance to Amend the Parker and Pine Mixed Use Development Planned Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan
Second February 21, 2023
Reading:
- F. *ORDINANCE NO. 9.353 - First Reading*
A Bill for an Ordinance Approving the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation, & Open Space, Meagan Nakashima
Second February 21, 2023
Reading:
- G. *ORDINANCE NO. 9.354 - First Reading*
A Bill for an Ordinance Approving the Grant Agreement for Adaptive Water Safety & Swim Lessons By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation & Open Space, Meagan Nakashima
Second February 21, 2023
Reading:
- H. *ORDINANCE NO. 1.574 – First Reading*
A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for Salisbury Park
Department: Engineering and Public Works, Alex Mestdagh
Second February 21, 2023
Reading:
- I. *RESOLUTION NO. 23-011*
A Resolution to Accept Donations from the Greater Parker Foundation
Department: Finance, Rhonda Willey
- J. *CONTRACTS OVER \$100,000*
1. *Traffic Signal Control Cabinets Contract*
Amount: \$223,040
Contractor: Traffic Signal Controls, Inc.
Department: Engineering and Public Works, Alisa Babler

2. *First Amendment to Agreement - Parker Road North - Additional Design Services for Advertisement and Construction*

Amount: \$43,710.00 (Total Contract Amount \$129,186.00)

Contractor: Felsburg Holt & Ullevig, Inc.

Department: Engineering and Public Works, Alex Mestdagh

Joshua Rivero moved to approve Consent Agenda Items 5A through 5J.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. POPE PROPERTY ANNEXATION (*To be continued to May 1, 2023*)

Applicant: David Brehm, Plan West

Location: Southwest corner of Twenty Mile Road and Dransfeldt Road

Department: Community Development, Stacey Nerger

TRAKiT ANX22-009

No.:

1. ORDINANCE NO. 2.282 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pope Property in Douglas County

Mayor Toborg advised that staff requested to continue this item until May 1, 2023.

Joshua Rivero moved to continue the public hearing to consider Ordinance No. 2.282 to May 1, 2023.

John Diak seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. DAISY ROWLEY HOUSE MDP

Applicant: Parker Authority for Reinvestment, Weldy Feazell
Location: 10952 S. Pikes Peak Drive
Department: Community Development, Ashley Chasez
TRAKiT No.: SUB22-027

Mayor Toborg opened the public hearing at 7:17 p.m.

The applicant, Parker Authority for Reinvestment (P3), is proposing a Minor Development Plat (MDP) for two properties located at 10952 South Pikes Peak Drive and 10962 South Pikes Peak Drive. The MDPs will create two platted lots of .27 acres and .26 acres with no change in the location of existing property lines. The site is located on the west side of Pikes Peak Drive, south of Mainstreet.

Public Comments: None.

Mayor Toborg closed the public hearing at 7:21 p.m.

Todd Hendreks moved to approve the Daily Rowley House Minor Development Plat, based on staff findings.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

C. GLADYS O'BRIEN HOUSE MDP (*To be continued to March 6, 2023*)

Applicant: Parker Authority for Reinvestment, Weldy Feazell
Location: 11017 S. Pikes Peak Drive
Department: Community Development, Amber Wood Hicken
TRAKiT No.: SUB22-026

Mayor Toborg advised that staff requested this item be continued until March 6, 2023.

Joshua Rivero moved to continue the Gladys O'Brien Minor Development Plat to a date certain of March 6, 2023.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

D. THE EXCHANGE BUILDING MDP

Applicant: Parker Authority for Reinvestment, Weldy Feazell

Location: 19501 E. Mainstreet

Department: Community Development, Amber Wood Hicken

TRAKiT No.: SUB22-019

The applicant, Parker Authority for Reinvestment (P3), is proposing a Minor Development Plat (MDP) for an unplatted lot located at 19501 East Mainstreet. The subject property is located at the southwest corner of the intersection of Mainstreet and Pikes Peak Drive in Downtown.

Councilmember Wilks disclosed that her business leases space in this building and asked if that created a conflict of interest.

Following consultation with Town Attorney Kristin Hoffmann, Joshua Rivero moved that Councilmember Wilks did not have a conflict of interest with this vote.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta -no

The motion carried on a 4-1 vote with Brandi Wilks abstaining and Laura Hefta opposing.

Public Comments: None.

Mayor Toborg closed the public hearing at 7:29 p.m.

Anne Barrington moved to approve The Exchange Minor Development Plat, based on staff findings.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

E. COMPARK VILLAGE SOUTH TRACT A - SKETCH AND PRELIMINARY PLAN

Applicant: Century Communities, Cindy Myers

Location: South of Belford Avenue and west of Chambers Road

Department: Community Development, Julia Duncan

TRAKiT No.: SUB21-073 and SUB21-074

Mayor Toborg opened the public hearing at 7:30 p.m.

The applicant is requesting approval of the proposed Sketch and Preliminary Plan applications that would replat Tract A into 33 lots for single-family residential development with a neighborhood park of 1.24 acres and open space of 1.28 acres. The proposal is a phase of the greater Compark Village South PD and is supported by planned infrastructure that is under construction including roads, drainage, and trails.

Applicant: Paul Shoukas, 200 Kalamath Street, Denver made a presentation and answered questions on behalf of the applicant.

Public Comments: None

Mayor Toborg closed the public hearing at 7:45 p.m.

Joshua Rivero moved to approve the Compark Village South Tract A Sketch Plan, based on staff findings.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Joshua Rivero moved to approve the Compark Village South Tract A Preliminary Plan, based on staff findings.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

A. Final Design Contract for Lincoln Avenue Widening (Keystone Boulevard to Parker Road)

Amount: \$1,742,170

Contractor: Felsburg Holt & Ullevig

Department: Engineering and Public Works, Bob Exstrom

This item is for the approval of a professional services agreement with Felsburg Holt and Ullevig (FHU) for final design services regarding the Lincoln Avenue widening project (Keystone Boulevard to Parker Road).

Public Comments: None.

Todd Hendreks moved to approve the staff recommendation, as a part of the regular agenda.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. Dransfeldt Road Extension (CIP23-001) Final Design Contract Modification**Amount: \$133,352 (Addition to Original Contract Amount of \$941,013)****Contractor: RS&H****Department: Engineering and Public Works, Chris Hudson**

This item is for the approval of a professional services agreement contract modification with RS&H for the final design of the Dransfeldt Road extension project (Twenty Mile Road to Motsenbocker Road).

Public Comments: None.

Todd Hendreks moved to approve the staff recommendation, as a part of the regular agenda.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Laura Hefta moved to adjourn the meeting at 8:00 p.m.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: February 21, 2023

Submitted By: Jamie Wynn, Deputy Town Attorney
Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.355 - First Reading**
A Bill for an Ordinance to Approve the Second Replacement
Intergovernmental Agreement By and Between the Town of Parker and
the Town of Foxfield for Municipal Court Services
Department: Town Attorney, Jamie Wynn
Second March 6, 2023
Reading:

EXECUTIVE SUMMARY

This ordinance is to approve the Second Replacement Intergovernmental Agreement to operate a combined municipal court with the Town of Foxfield.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the Town of Foxfield entered into an Intergovernmental Agreement (IGA) on July 23, 1996, and a Replacement IGA on June 16, 2011, to operate a combined municipal court. The Town of Parker has been compensated by retaining the court costs assessed against Foxfield tickets. Parker and Foxfield desire to continue with the operation of a combined municipal court, subject to the terms and conditions of the Second Replacement Intergovernmental Agreement ("Agreement").

The updated Agreement incorporates terms with respect to payment of the costs due from Foxfield associated with the combined court, updates to the provisions regarding payment for any alternate or substitute judges that are utilized by the court, updates to the timeline related to budget information being provided, as well as updates to the meetings between the parties with respect to the "Joint Working Group." Otherwise, the terms are generally consistent with the prior agreements between the Towns of Parker and Foxfield.

Specifically, with respect to associated costs, Parker will deduct the amount Foxfield is obligated to pay, pursuant to the Agreement, from Foxfield fines and costs collected by the municipal court, plus a fifteen percent (15%) administrative fee, and pay to Foxfield the remaining balance of these fines and costs. Should the Foxfield fines and costs not be sufficient to cover the payment, Parker will send an invoice for the difference to Foxfield payable within

30 days.

FINANCIAL IMPACT

Parker will incur costs for providing the municipal court services, which will be reimbursed by Foxfield.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.355

RECOMMENDED MOTION

I move to approve Ordinance No. 9.355 on first reading and to schedule second reading for March 6, 2023, as part of the consent agenda.

ORDINANCE NO. 9.355, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE TOWN OF FOXFIELD FOR MUNICIPAL COURT SERVICES

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Replacement Intergovernmental Agreement by and between the Town of Parker and the Town of Foxfield for Municipal Court Services, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT (Town of Foxfield, Colorado)

THIS SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT ("Second Replacement Intergovernmental Agreement") is made this ____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality ("Parker"), and the Town of Foxfield, Colorado ("Foxfield"), (individually, "Party" or collectively, "Parties").

RECITALS:

A. Parker and Foxfield entered into an Intergovernmental Agreement on July 22, 1996, and a Replacement Intergovernmental Agreement on June 16, 2011 (the "First Replacement IGA"), to operate a combined municipal court.

B. Parker and Foxfield desire to continue with the operation of a combined municipal court, subject to the terms and conditions of this Second Replacement Intergovernmental Agreement.

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

1. Municipal Court Facilities / Staff / Services. Parker owns and maintains facilities for the operation of a municipal court within Parker Town Hall. Parker also maintains court staff position(s) to administer the municipal court. Parker agrees to operate a combined municipal court with Foxfield, subject to the sharing of the costs incurred by Parker in operating a combined municipal court, based upon the number of tickets and trials processed by municipal court for Foxfield.

2. 2023 Costs. The Parties agree that the Replacement IGA shall govern all costs incurred and amounts due and payable by Foxfield through the end of 2023. Any costs incurred or amounts due and payable for 2024 and subsequent years shall be governed by this Second Replacement Intergovernmental Agreement.

3. Reimbursement by Foxfield to Parker.

a. Parker will incur costs in providing the municipal court services described in Paragraph 1 of this Agreement, which cost will be reimbursed by Foxfield. The costs to be reimbursed by Foxfield for municipal court services shall be calculated on a quarterly basis as follows: The actual cost to Parker to provide municipal court services divided by the total number of combined tickets and trials for Parker and Foxfield for the quarter, the sum of which is multiplied by the total number of Foxfield tickets and trials for the quarter (the "Foxfield Quarterly Amount"). The Foxfield Quarterly amount shall not include compensation paid to the appointed presiding Municipal Court Judge, but shall include any costs for alternate or substitute municipal judges that serve in the Municipal Court Judge's absence. Parker shall provide Foxfield with a printout of the Parker general ledger detail or other mutually acceptable documentation showing the

reconciliation between the budgeted amount and the actual costs required to be paid by Foxfield for municipal court services.

b. Should Parker employ any individual(s) specifically for the coordination of Parker Teen Court or have line item expenses in Parker's budget specifically designated for Parker Teen Court costs or expenses, such amounts will be excluded from any calculation of costs for Foxfield. Additionally, should the Judge or Town Prosecutors handle a criminal trial for Foxfield that is not scheduled on a Parker docket/arraignment date, or should the Judge or Prosecutors handle any noncriminal matters for Foxfield, those cases will be paid directly by Foxfield to the Judge and/or Prosecutors pursuant to separate agreements.

4. Payments. Parker will deduct the Foxfield Quarterly Amount from Foxfield fines and costs collected by the municipal court, plus a fifteen percent (15%) administrative fee, and pay to Foxfield the remaining balance of these fines and costs. Should the Foxfield fines and costs not be sufficient to cover the Foxfield Quarterly Amount, Parker will send an invoice for the difference to Foxfield. Such invoice shall be paid within thirty (30) days of receipt.

5. Financial Costs and Future Years. The costs to be paid by Foxfield in budget years subsequent to this Agreement for the municipal court services described in Paragraph 1 of this Agreement shall be as set forth in the annual budget as approved by the Parties. The formulation of the annual budget under this Agreement will be by mutual agreement of the Parties.

a. Recommended Budget. As early as possible, but no later than October 15th of each year, Parker shall submit to Foxfield the budget for municipal court services for the next fiscal year to be recommended by Parker to its Town Council through Parker's normal budget process.

b. Final Budget. The final budget for municipal court services for the next fiscal year shall be presented to Foxfield by Parker within ten (10) business days of final approval by Parker Town Council.

6. Administration. It is the overriding and critical desire of both Parker and Foxfield to ensure that the working relationship of the Parties remains strong and united in implementation of this Agreement. To that end, there is hereby created a "Joint Working Group" to administer the municipal court services. The Joint Working Group shall be comprised of the Parker Town Manager, the Parker Town Clerk, the Foxfield Town Administrator, the Foxfield Town Clerk, or their designees. The Joint Working Group shall meet at least one time per year, in person or virtually. Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours' advance notice to the other members. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law. The Joint Working Group may consider the following matters:

a. Operating Procedures. The Joint Working Group may develop and establish operating procedures.

b. Dispute Resolution. The Joint Working Group will address disputes between the Parties related to the implementation of this Agreement.

c. Matters of Concern. The Joint Working Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Term and Termination.

a. Term. The initial term of this Agreement shall be from April 1, 2023, through December 31, 2023. Thereafter, this Agreement shall automatically renew for subsequent one-year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than November 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective Parties as follows:

Parker: Town Manager
 Town of Parker
 20120 East Mainstreet
 Parker, CO 80138

Foxfield: Town Administrator
 Town of Foxfield
 P.O. Box 461450
 Foxfield, CO 80046-1450

b. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

c. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

d. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

e. Modification. This Agreement may only be modified upon written agreement of both Parties.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns or heirs.

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

h. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

i. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

j. Recitals. The Recitals to this Agreement are incorporated by this reference.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

TOWN OF FOXFIELD, COLORADO

By: _____
Lisa Jones, Mayor

ATTEST:

Kathleen Schmitz, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney



Request for Town Council Action

Date: February 21, 2023

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-015**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Parker Flats, LLC, for a Portion of Lot 1, The Hein Center, Filing No. 2, First Amendment

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk/pedestrian lighting easement for proposed public improvements located on a portion of Lot 1, The Hein Center, Filing No. 2, First Amendment, otherwise known as the Parker Flats property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required will be dedicated by a plat. The remaining eight (8) permanent easements will be dedicated by separate agreements and require acceptance by Town Council by a resolution. The easements associated with this resolution are necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 23-015

RECOMMENDED MOTION

I move to approve Resolution No. 23-015, as part of the consent agenda.

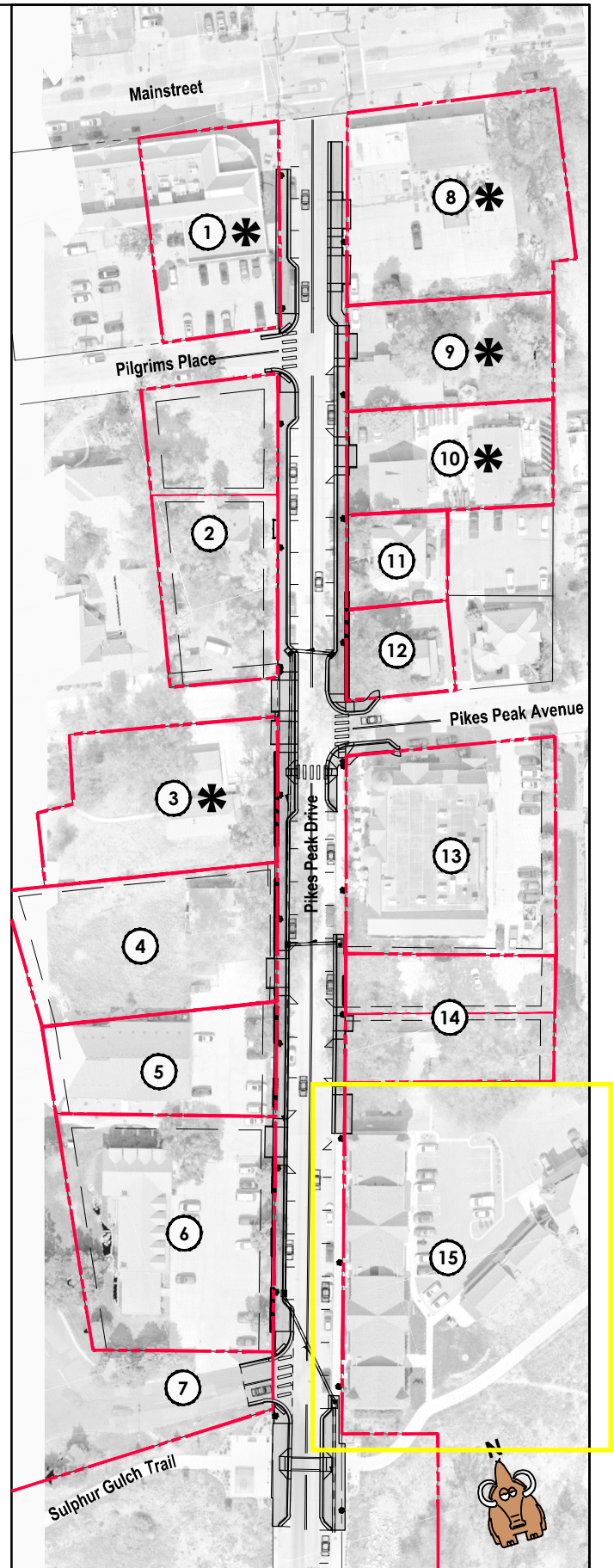
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- ① Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- ② Lambertson Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- ③ Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- ④ Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- ⑤ Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- ⑥ Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- ⑦ Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- ⑧ Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- ⑨ Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- ⑩ Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- ⑪ Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138
- ⑫ Byland LLC
10970 Pikes Peak Drive
Parker, CO 80138
- ⑬ Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- ⑭ Crowfoot Valley LLC
PO Box 6
Parker, CO 80134
- ⑮ Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

✱ PROPERTIES ARE UNPLATTED



RESOLUTION NO. 23-015, Series of 2023

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC
SIDEWALK EASEMENT FROM PARKER FLATS, LLC, FOR A
PORTION OF LOT 1, THE HEIN CENTER FILING NO. 2, FIRST
AMENDMENT**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Parker Flats, LLC, for a Portion of Lot 1, The Hein Center Filing No. 2, First Amendment;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from Parker Flats, LLC, for a Portion of Lot 1, The Hein Center Filing No. 2, First Amendment, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 13th day of December, 2022, between PARKER FLATS, LLC, a Colorado limited liability company, having an address of 200 California St., Suite 300, San Francisco, California 94111 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, including the construction, maintenance, repair, removal and replacement of such sidewalk, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the public sidewalk within the Sidewalk Easement area in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

**GRANTOR: PARKER FLATS, LLC, a
Colorado limited liability company**

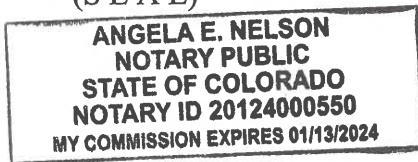
W. H. H.
President [name, title]

STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by Mark Mullen, as President of Parker Flats, LLC, a Colorado limited liability company.

My commission expires: 1-13-2024

(S E A L)



Angela Nelson
Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, THE HEIN CENTER FILING NO.2, FIRST AMENDMENT, RECORDED AT RECEPTION NO. 2015029173 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, ALSO BEING THE SOUTHWEST CORNER OF LOT 2, VETTERS PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN SAID OFFICIAL RECORDS, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 17°43'25" WEST, A DISTANCE OF 195.93 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, SOUTH 73°19'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°43'25" WEST, A DISTANCE OF 37.78 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 72°16'35" WEST, A DISTANCE OF 0.50 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 37.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.000 ACRES, (19 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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

P.O.B. = POINT OF BEGINNING

LOT 2
VETTERS PIKES PEAK
SUBDIVISION FILING NO. 1
REC. NO. 99076609



0' 5' 10' 20'
SCALE: 1" = 10'

P.O.B.
NORTHWEST CORNER
OF LOT 1

S73°19'16"E
0.50'

**SOUTH PIKES
PEAK DRIVE**
(50' WIDE PUBLIC ROW)

PARCEL CONTAINS
19 (SQ.FT.)
0.000 ACRES
MORE OR LESS

N17°43'25"E 37.77'
S17°43'25"W 37.78'

10' IREA EASEMENT
REC. NO. 2015029173

ELECTRIC EASEMENT
BOOK 1802, PAGE 955
BOOK 1819, PAGE 811
REC. NO. 2010019327

(BASIS OF BEARINGS)
S17°43'25"W 195.93'
WESTERLY BOUNDARY
OF LOT 1

N72°16'35"W
0.50'

LOT 1
THE HEIN CENTER FILING NO. 2,
FIRST AMENDMENT
REC. NO. 2015029173

PARKER WATER &
SANITATION DISTRICT
UTILITY EASEMENT
REC. NO. 2015029173

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME: _____
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 10'



AZTEC
CONSULTANTS, INC.

2022-01-31 Lot 1, Hein Center F2, 1st Amend - PE

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS



Request for Town Council Action

Date: February 21, 2023

Submitted By: Scott Borzillo, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Manager

Title: **Ice Mitigation Product Purchase**

Amount: **\$290,000**

Contractor: **GMCO Corp.**

Department: **Engineering and Public Works, Scott Borzillo**

EXECUTIVE SUMMARY

Engineering and Public Works Department is requesting authorization to purchase solid and liquid deicing material from GMCO Corp., utilizing a Colorado Department of Transportation (CDOT) contract awards.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Public Works is responsible for removal of snow and ice from Town streets. This requires the use of deicing materials to aid in removing snow and ice from the street surface. Since 2016, the Town has utilized liquid Magnesium Chloride. This material is solely distributed by GMCO Corp. in the Devner metro area. GMCO Corp. also distributes a solid granular material that is currently more cost effective than their competitors. GMCO Corp. has a Colorado Department of Transportation (CDOT) award resulting from a bid process conducted by CDOT. The Town will utilize this CDOT award (311002285) to purchase 1,600 tons of Torch Rapid Thaw (Granular) at \$128.97/ton for a total cost of \$211,600. The Town will utilize the CDOT award (311002290) for Torch Low Temperature (Liquid) to purchase 80,000 gallons at \$0.97/gallon for a total cost of \$78,400.

FINANCIAL IMPACT

Funding for the purchase of the deicing material has been appropriated in the 2023 Engineering & Public Works Streets Division general fund account.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: February 21, 2023

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

Reviewed By: Michelle Kivela, Town Manager

Title: **COYLE PROPERTY ANNEXATION AND ZONING** (*Continued from November 7, 2022 and to be continued to April 17, 2023*)

Applicant: Avalon Bay Communities, Inc.

Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road

Department: Community Development, Julia Duncan

TRAKiT No.: ANX22-006 & Z22-017

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

Continue

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 uses. 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 the State Municipal Annexation Act (the Act) C.R.S. § 31-12-107(l) and which set the public hearing date of September 6, 2022 to determine eligibility for annexation into the Town. On September 6, the Town Council approved Resolution No. 22-045 and determined that the subject property was eligible for annexation into the Town as provided by the Act. On November 7, 2022, the Town Council continued this item to February 21, 2023.

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.

The Planning Commission will consider a zoning application that is being processed concurrently with the Annexation Petition at their March 23, 2023 meeting. The Commission will make a recommendation to the Town Council on the zoning application at that time.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

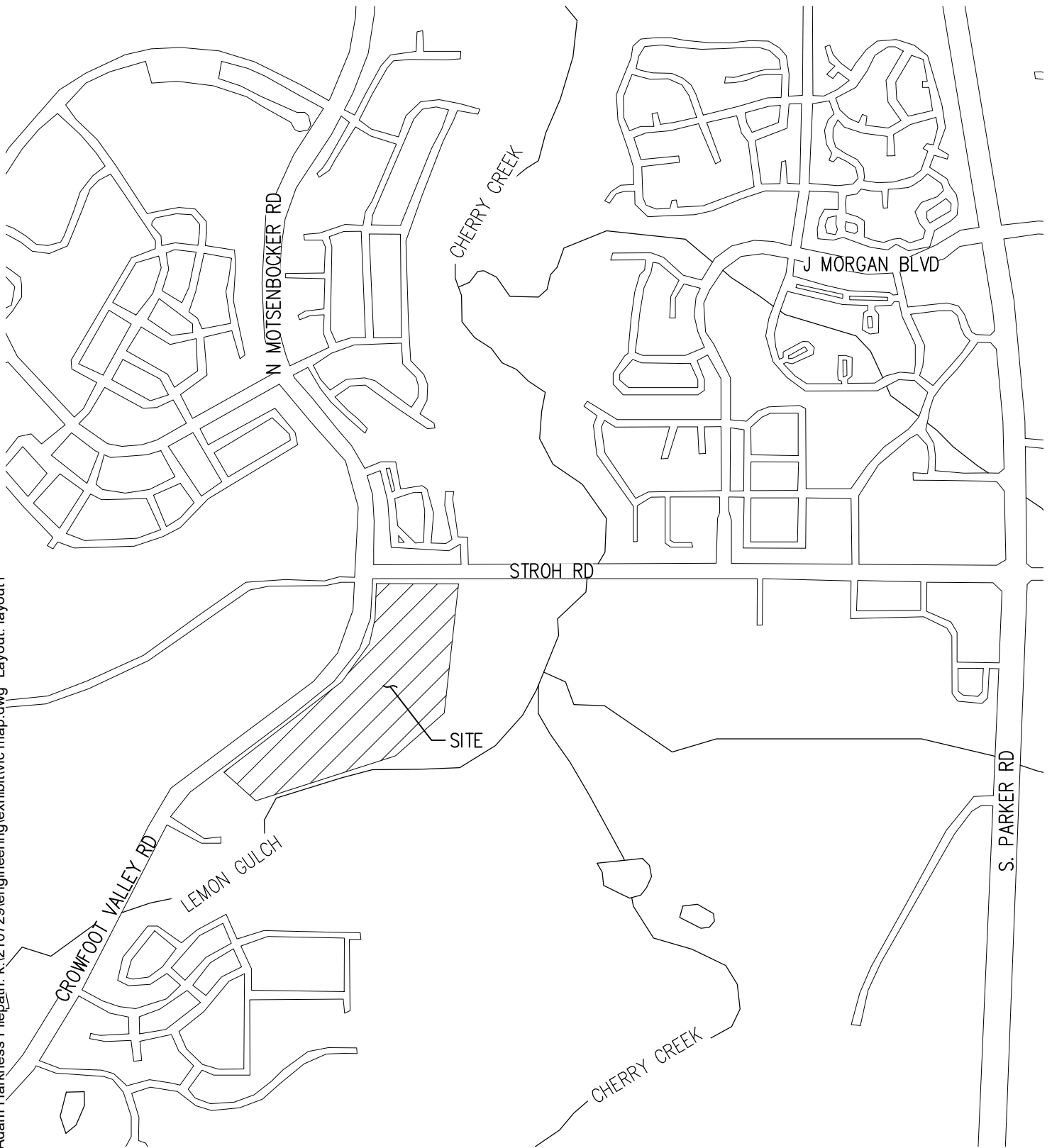
ATTACHMENTS

1. Vicinity Map
2. Avalon Bay Annexation Plat
3. Ordinance No. 2.281

RECOMMENDED MOTION

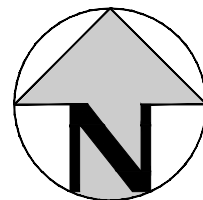
I move to continue the Public Hearing to consider Ordinance No. 2.281 to a date certain of April 17, 2023.

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'



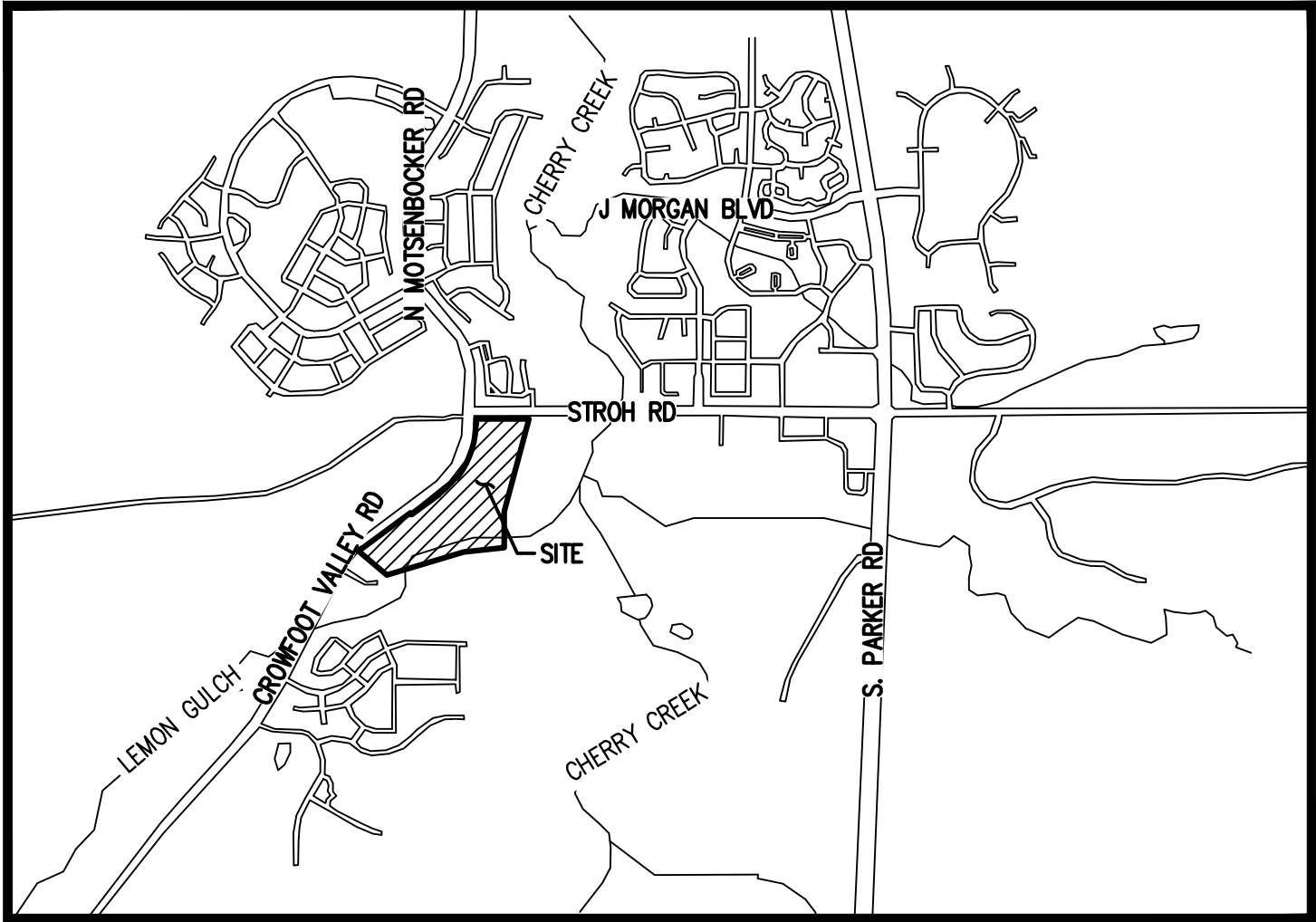
SCALE: 1" = 500'

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



VICINITY MAP

SCALE: 1" = 1000'



SCALE: 1" = 1000'

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

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

SHEET INDEX

1 COVER SHEET
2 PLAT SHEET

FILEPATH: K:\210729\SURVEY\ANNEX\PLATTING LAYOUT- COVER
NO REFS
PLOTTED: MON 06/23/2021 3:28:40 PM BY: CESAR DPHILLO

AVALON PARKER
ANNEXATION PLAT TO THE TOWN OF PARKER
PROJECT # 210729
PREPARED BY: HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

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

FILEPATH: K:\210729\SURVEY\ANNEX\PLATTING LAYOUT-EXHIBIT
NO REFS
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AVALON PARKER

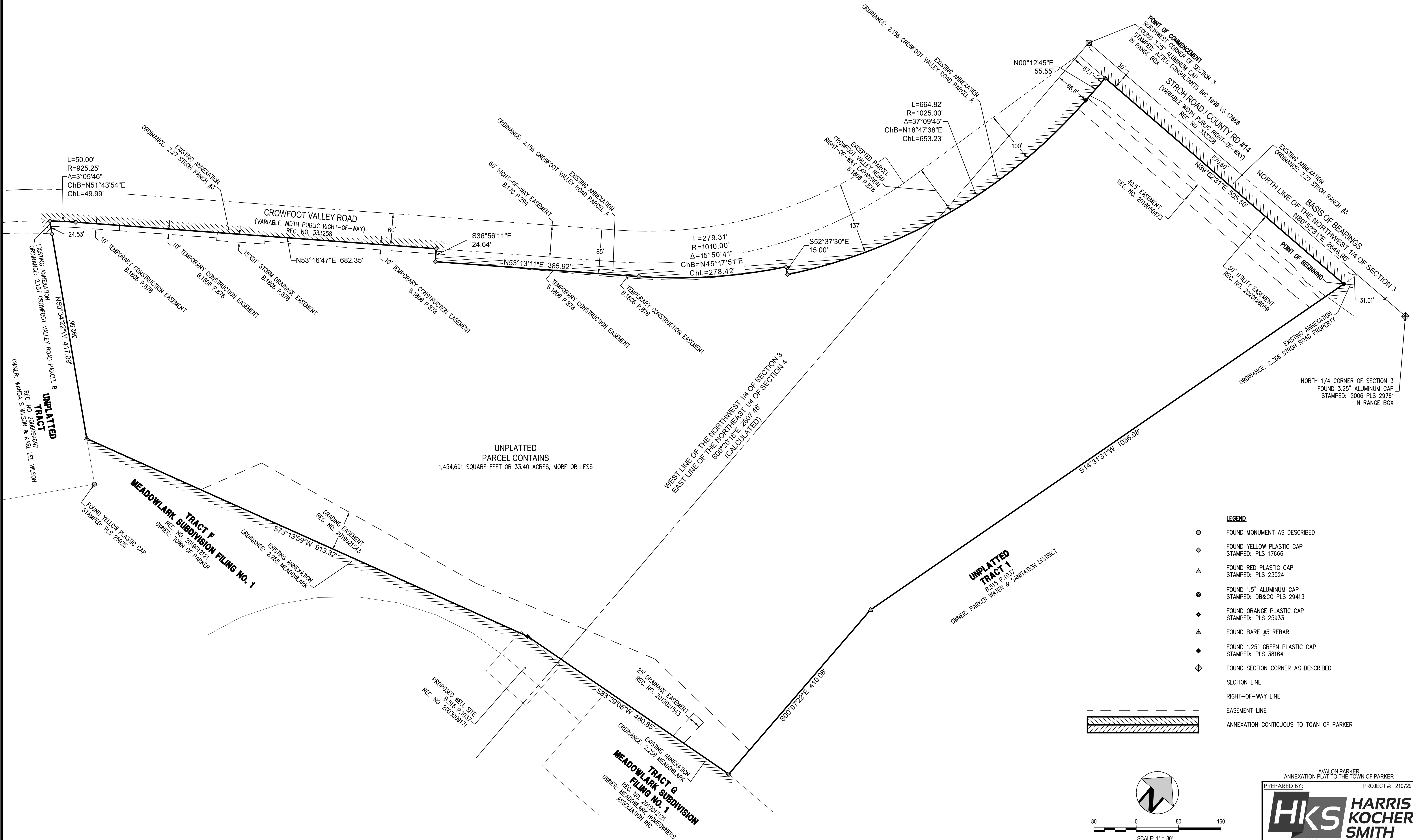
ANNEXATION PLAT TO THE TOWN OF PARKER

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 2 OF 2

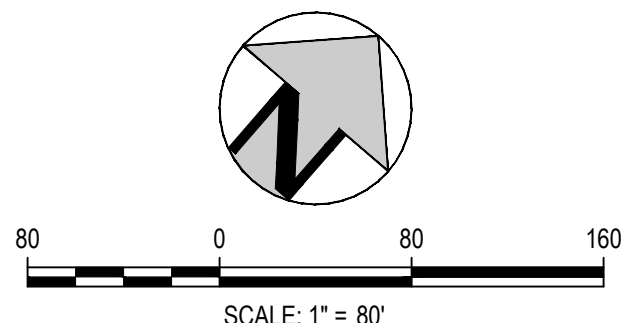
SHEET INDEX

1 COVER SHEET
2 PLAT SHEET



LEGEND

- FOUND MONUMENT AS DESCRIBED
- ◇ FOUND YELLOW PLASTIC CAP
STAMPED: PLS 17666
- △ FOUND RED PLASTIC CAP
STAMPED: PLS 23524
- ⊙ FOUND 1.5" ALUMINUM CAP
STAMPED: DB&CO PLS 29413
- ◆ FOUND ORANGE PLASTIC CAP
STAMPED: PLS 25933
- ▲ FOUND BARE #5 REBAR
- ◆ FOUND 1.25" GREEN PLASTIC CAP
STAMPED: PLS 38164
- ⊕ FOUND SECTION CORNER AS DESCRIBED
- SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- ▨ ANNEXATION CONTIGUOUS TO TOWN OF PARKER



AVALON PARKER
ANNEXATION PLAT TO THE TOWN OF PARKER
PROJECT #: 210729

PREPARED BY: **HKS** HARRIS KOCHER SMITH

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ORDINANCE NO. 2.281, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE COYLE 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, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in 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. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. 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 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. 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 7. 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 8. 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 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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 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 STROH 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. 2006069697;

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;

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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: February 21, 2023

Submitted By: Julia Duncan, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.228.2 – Second Reading**
A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan

EXECUTIVE SUMMARY

The applicant, Masterworks LLC, has submitted a rezoning application to amend the Westcreek Planned Development (PD) zoning to allow drive-through restaurant uses and update and improve the text including development standards in the PD.

The Town Council, in reviewing the application, shall utilize the following approval considerations pursuant to Land Development Ordinance Section 13.04.240b(7)f:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Westcreek PD was originally adopted by the Town Council in 2005. The PD merged several differently zoned parcels into one (1) unified zone district. The initial intent behind the Westcreek PD was to create a mixed-use commercial, office and multi-family residential area. The final plat approval for the portion of Westcreek in the Twenty Mile Road corridor occurred in 2006. The areas west of Twenty Mile were subsequently approved and developed for multi-family residential use with apartments and condominiums. The areas east of Twenty Mile Road were approved and developed with a Big 5 Sporting Goods store, 7-Eleven service station/convenience store and a bank with drive-thru lanes between 2007 and 2009. The Town also approved site plans for a medical office building and a multi-tenant retail building in this area. However, the applicants allowed the site plan approval to lapse and these projects were never developed because of the disruption and financing difficulties arising from the Great Recession of 2008-2009.

Currently, there are a number of conflicting development standards within the Westcreek PD including but not limited to those addressing setbacks, building height and building separation. The conflicting standards may lead to confusion about applicable standards in the development community and present a challenge with implementation and project review. As a result, there is a need to address this issue and the applicant has agreed to work with the Town to do so with this rezoning application. In addition, the applicant will correct a provision called “Declaration of Restrictions” in the area of the Westcreek PD designated as MOB/R that prohibits medical office use, which conflicts with the adopted PD zoning that supports medical office use.

The applicant is also proposing to amend the Westcreek PD Development Plan to revise certain Planning Area boundaries and amend the Westcreek PD Development Guide to revise certain development standards, land use area boundaries and uses to permit restaurants with accessory drive-through elements.

PROPOSED REVISIONS

The rezoning application proposes the following revisions from the existing PD zoning:

1. Previous R-Retail land use areas will be relabeled to C-Commercial to better align with the Land Development Ordinance.
2. The undeveloped MOB land use area will be revised to C-Commercial and incorporate the permitted uses and terminology of this zone.
3. The boundaries of the MUR/C land use area will be revised to reflect the 3.45 acre parcel on which the Springhill Suites hotel was developed. The remnant 1.24-acre MUR/C parcel will be redesignated as C-Commercial.
4. The new C-Commercial areas within the PD are proposed to be further delineated into two planning areas, Planning Area-1 (PA-1) and Planning Area-2 (PA-2), with standards for certain uses in each planning area permitting a maximum of two (2) drive-through restaurants in PA-1.
5. Development Standards have been revised for clarity and consistency within the PD

zoning and to better align with the zoning revisions proposed through the Land Development Ordinance (LDO) Modernization project.

Staff has reviewed the proposal and has determined that it meets the nine (9) criteria for rezoning set forth in the Land Development Ordinance and aligns with the goals and strategies of the Parker 2035 Master Plan.

The Planning Commission held a public hearing on the proposed Westcreek rezoning application on January 26, 2023 and made a recommendation, with a 4-1 vote, for the Town Council to approve the zoning request.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

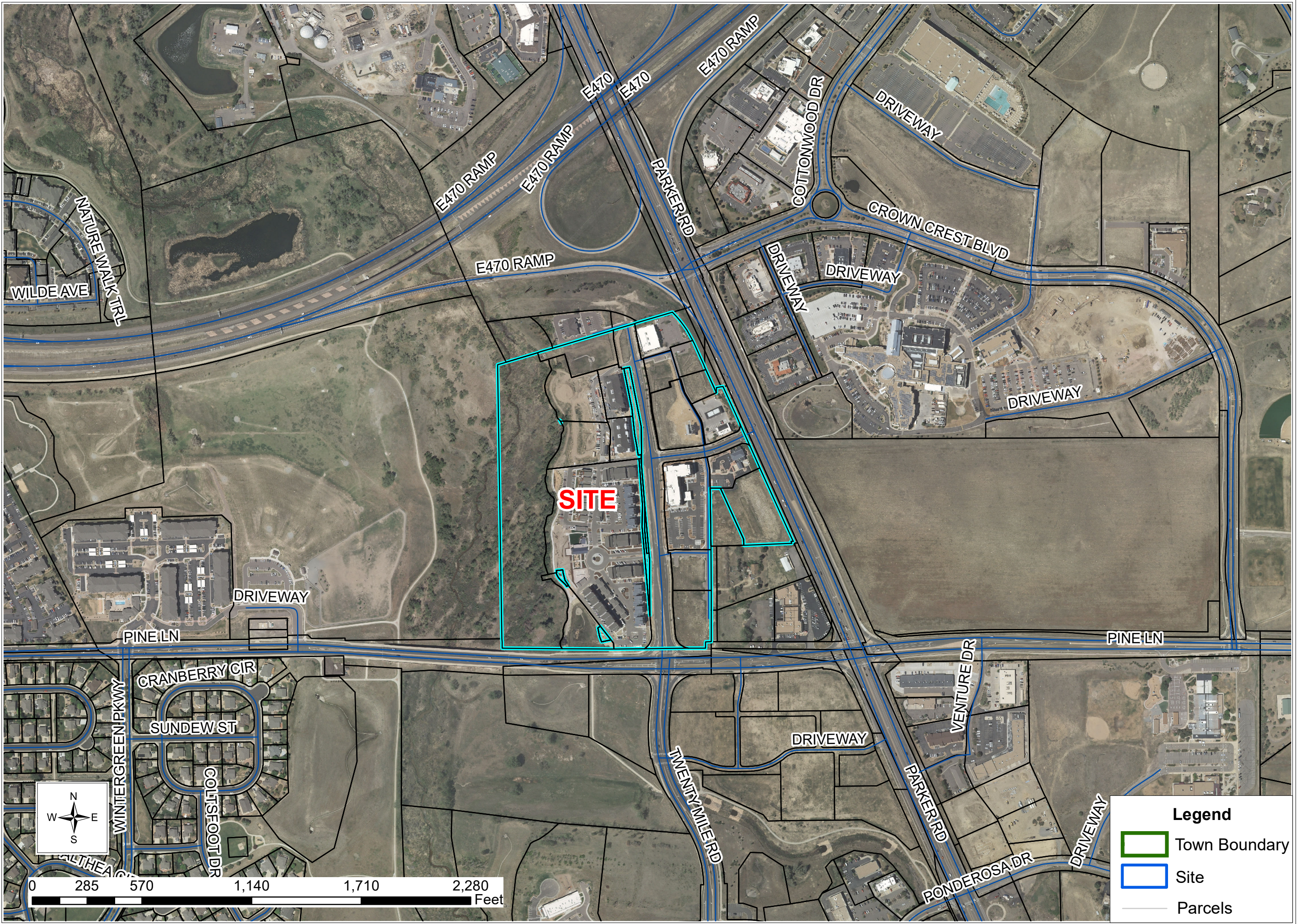
1. Vicinity Map
2. PC Z21-015 PC Staff Report
3. Ordinance No. 3.228.2

RECOMMENDED MOTION

I move to approve Ordinance No. 3.228.2 on second reading.

Westcreek Planned Development

Zoning: 2nd Amendment





Planning Commission Staff Report

Planning Commission Date: 1/26/2023

Town Council Date: 2/21/2023

Hearing Type: Public Hearing
Westcreek Development Planned Development 2nd AMD
TRAKiT No: Z22-015

Location: The site is located southwest of Parker Road and E-470.

Project Planner: Julia Duncan, Associate Planner

Applicant: Masterworks LLC

Executive Summary: The applicant, Masterworks LLC, is proposing a rezoning to amend the Westcreek PD to allow drive through uses and clean-up language and criteria.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the zoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the zoning to a future date."

I. BACKGROUND/DISCUSSION

The Westcreek PD was adopted in 2005. It merged several differently zoned parcels into one unified PD. The initial intent behind the Westcreek PD was to create a mixed-use commercial, office and multi-family residential area. Final plat approval for the portion of Westcreek east of Twenty Mile Road occurred in 2006. The areas west of Twenty Mile have subsequently been developed with multi-family residential apartments and condominiums. Site plans for a Big-5 sporting goods store, 7-Eleven gas station/convenience store and a bank with drive-thru lanes were approved between 2007 and 2009. All three site plans were ultimately constructed. Also approved were site plans for a medical office building and a multi-tenant retail building. These plans were never built as a result of construction financing difficulties during an economic downturn.

The approval of the final plat in 2006 allowed for grading and construction of public improvements to serve the property. The property has a slight grade down from Parker Road as it approaches Cherry Creek. Two regional detention ponds were constructed to manage stormwater run-off at the northwest and southwest corners of the property.

The project applicant is proposing to amend the Westcreek Development Plan, 1st Amendment to modify certain Planning Areas within the PD including development standards, land use area boundaries and designations, and uses.

The Westcreek Development Guide and Plan, 1st Amendment (2016) updated a number of provisions within the PD including development standards and uses for the following areas:

- MFR – Multi-Family Residential (18.70 acres)
- MUR/C – Mixed Use Residential / Commercial (4.69 acres)
- Retail - Commercial Retail Land Use Area (9.19 acres)
- MOB – Medical Office Building Land Use Area (3.15 acres)
- OS – Open Space (9.67 acres)

There are a number of conflicting development standards within the PD including but not limited to, setbacks, height, and building separation. These conflicting standards lead to confusion amongst the development community and challenges in implementation and project review, necessitating revisions. In addition, a “Declaration of Restrictions” on the area designated as MOB/R prohibits medical office, in conflict with the designated zoning.

The Westcreek PD area is currently developed with a Big 5 Sports, 7-11, and Corson Dental, with a Denver Mattress retail store currently under Site Plan review. The Multi-family Residential (MFR) land use area is developed with a combination of apartments and condominium units. The Westcreek open space tract that consists of the Cherry Creek flood plain and drainage corridor has been dedicated to the Town of Parker and funds have been escrowed for the future construction of a community trail. Tract D is currently un-platted and remains undeveloped.

PROPOSED REVISIONS

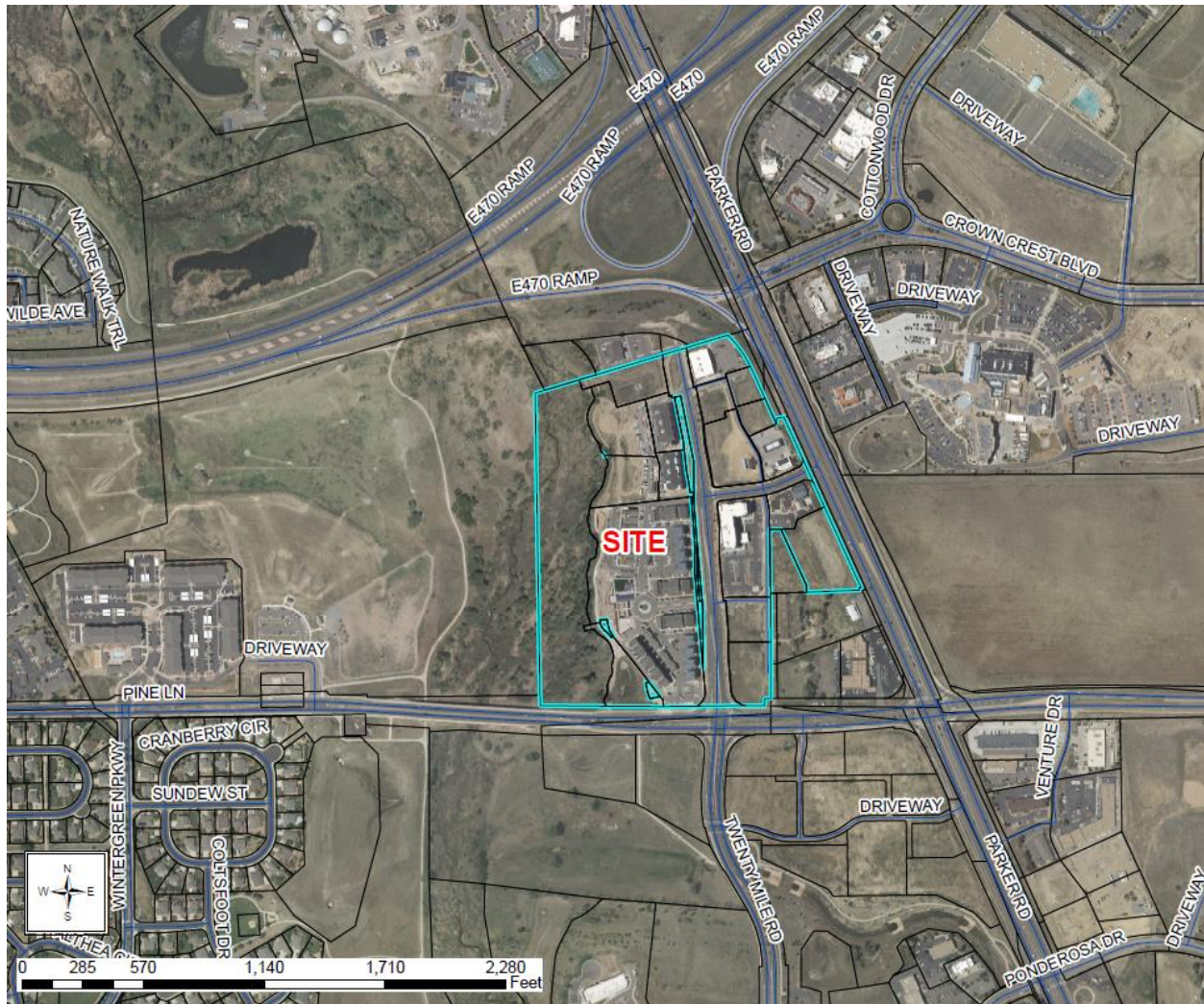
1. Previous R-Retail land use areas to be relabeled to, C-Commercial, in accordance with the Town of Parker’s Zoning Districts in the updated Land Development Ordinance.

2. The undeveloped MOB land use area would be redesignated as C-Commercial.
3. The boundaries of the MUR/C land use area would be revised to reflect the 3.45-acre parcel on which the Springhill Suites was developed. The remnant 1.24-acre MUR/C parcel would be redesignated as C-Commercial.
4. The new C-Commercial areas within the PD would be further delineated into two planning areas, Planning Area-1 (PA-1) and Planning Area-2 (PA-2) with limits on specific uses in each area.
5. Development Standards have been revised for clarity and consistency within the document and to better align with the proposed updates to the Land Development Ordinance.

The requested land use revisions can be summarized as follows:

- **Multi-Family Residential (MFR)**
 - Existing Area = 18.70 acres
 - No Proposed Revision
- **Mixed Use Residential/Commercial (MUR/C)**
 - Existing Area = 4.69 acres
 - Requested Area = 3.45 acres
- **Commercial (C)**
 - Existing Area = 9.19 acres
 - Requested Area = 13.58 acres
 - PA-1 Area = 6.59 acres
 - A maximum of two (2) Drive-Thrus
 - Use by Special Review: Automotive Fuel sales
 - PA-2 Area = 6.99 acres
 - No Drive-Thrus permitted
 - Use by Special Review: Veterinary Clinics and Hospitals
- **OS – Open Space**
 - Existing Area = 9.67 acres
 - No Proposed Revisions

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1987	Town Council approved the Annexation
2005	Town Council adopted Westcreek Planned Development Guide
2006	Final plat approval for the portion of Westcreek east of Twenty Mile Road
2016	Town Council approved Westcreek PD, 1 ST Amendment

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development
Overlay District	N/A
PD & Plan Area	Westcreek Planned Development, 1st Amendment
Master Plan Area	Mixed Use - Residential Emphasis

	Regional Commercial Retail		
Site Acreage	45.4 Acres		
Subdivision	Westcreek		
Existing Use	Mix of multi-family residential, commercial retail, and hotel uses, as well as undeveloped parcels.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Regional Commercial Retail	PD – Planned Development	E-470 Right-of-Way
	Regional Commercial Retail	C - Commercial District	Miramont Wellness Center
South	Central Commercial	PD - Planned Development	Daycare under construction, vacant lot, proposed drive-thru under Site Plan review
East	Medical	A - Agricultural District	Undeveloped
East	Regional Commercial Retail	PD - Planned Development	Drive-thru Restaurants
West	Mixed Use - Residential Emphasis	PD - Planned Development	Cherry Creek Open Space

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	<u>Mixed Use – Residential Emphasis.</u> This Character Area is located adjacent to regional and locally significant commercial areas. These multifamily residential areas will be interconnected and provide easy and direct pedestrian and bicycle access to nearby commercial and employment areas. Uses appropriate in this Character Area include higher density residential housing, senior housing, assisted living facilities and mixed-use developments that include a commercial component. Commercial uses are encouraged when they are part of a mixed-use development, are of a scale that serve the needs of the area residents or provide support to adjoining uses. Single family detached residential uses and residential developments at less than 10 dwelling units per acre are not appropriate in this area. <u>Regional Commercial Retail.</u> The Parker Road and E-470 intersection is a significant gateway into the

	community and the only opportunity for E-470 traffic to enter and exit the tollway for free from both directions. This Character Area will provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. Other commercial uses such as office and entertainment may be appropriate on a limited basis.
Consistent Goals/Strategies	Land Use 1. A Land Use 1. E Land Use 1. H Jobs and Economic Vitality I.2 Jobs and Economic Vitality I.2.A Jobs and Economic Vitality I.2.B Jobs and Economic Vitality I.2. E
Staff Analysis	The Westcreek Planned Development is located to the southwest of Parker Road and E-470 and spans both the Mixed-Use Residential Emphasis and Regional Commercial Retail Character Areas as designated by the Parker 2035 Master Plan. The Mixed-Use Residential Character Area is intended to provide higher density residential units in close proximity to commercial and employment areas such as those provided by the adjacent Regional Commercial Retail Character Area. The Westcreek Planned Development is one of the last infill sites on Parker Road between Mainstreet and E-470. In accordance with the Town's vision as identified in the Comprehensive Master Plan, the Westcreek Development Plan is divided into two distinct "land use planning areas" physically divided by the north south access right-of-way created by Twenty Mile Road. Development parcels located west of Twenty Mile Road are designated as "Multi-Family Residential" areas and shall be characterized as high-density land uses located adjacent to regional and locally significant commercial areas. Envisioned residential uses shall likewise be interconnected to nearby commercial and employment areas and provide for pedestrian trails and open space connections. Uses appropriate in this Character Area include high density residential housing, senior housing, and assisted living facilities. Single family detached and or attached residential developments having less than 14 dwelling units per acre are not appropriate in this area.

	Development parcels located east of Twenty Mile Road are characterized as “Mixed Use Residential/Commercial” and “Commercial” areas and are reserved for land uses consisting of more intense retail, restaurant uses, service-related businesses, medical and commercial offices, and entertainment uses focused on serving both local and regional needs. The Town of Parker’s vision for the northwest quadrant is to be developed as a Character Area where residents can live, work and play. The Westcreek PD zoning additionally provides for residential dwellings such as lofts above retail, row and townhouses, and apartment flats. The proposed revisions correct a number of conflicts within the existing PD providing clarity to the development community. Correcting these conflicts also improves implementation on the part of the Community Development Department. Setbacks have been aligned in accordance with the comparable zones and updates to the LDO. Land Use nomenclature has also been aligned to reflect the zoning districts within the LDO. The MOB/R use has been removed due to an underlying private covenant, “Declaration of Restrictions,” on the site. The restriction prohibits medical office which is in direct conflict with the current designated zoning. The Retail zoning has been redesignated as Commercial and uses have been revised to more adequately reflect market demands. Specifically, PA-2 (adjacent to twenty Mile Road and Pine Lane) would prohibit drive-thru restaurant establishments to encourage higher end retail and commercial uses that are neighborhood serving to the adjacent high-density multi-family residential in the MUR/C and the MFR areas. Planning Area-1 would allow a maximum of two drive-thru restaurant uses which will serve commuters from Parker Road and E-470. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Mixed Use-Residential Emphasis: 10 DU/acre	No proposed changes	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Allowed Uses	a. MOB/R b. Retail c. Retail does not allow drive-thru restaurants	a. Eliminate MOB/R b. Rename Retail to Commercial c. PA-1 allows a variety of commercial and retail uses	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	Varies in each land use area	No proposed changes	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested rezoning is consistent with the Parker 2035 Master Plan.		

VI. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant analysis and findings:

A need to modify the existing Westcreek Development Plan overlaying zone land use districts has been identified by NexGen Westcreek Holdings and professional consultant's marketing efforts to potential Buyers. Due to site constraints created by existing utilities, roadway easements and access points, grading and drainage facilities, and the adjacent open space corridor, the Developers/Owners have determined that the consolidation of the MOB - Medical Office Building into the C – Commercial district would simplify the land use classifications to better accommodate the current and future market demands.

As a relatively suburban and commuter-based community, the Town of Parker has historically maintained a consistent demand for food service opportunities of all types. Over the last two years, consumer demand for “drive-thru opportunities for food have increased substantially, which is driven by the recent virus pandemic. QSR developers seek visibility, convenient access and the ability to accommodate an increase in both

on-site and off-site vehicle presence. Therefore, the change in the market for drive-thru food-oriented land uses at Westcreek has evolved and a limited amount along Parker Road is appropriate.

Staff analysis and findings:

The project location is at the juncture of E-470 and Parker Road, a highly visible and trafficked area. The revisions eliminate existing conflicts and contradictions between development standards within the existing PD. Additionally, the proposed changes are consistent with the LDO Modernization, aligning both nomenclature and development standards. Additionally, The Commercial uses have been revised to more adequately reflect market demands. Planning Area-1 (PA-1) would allow a maximum of two drive-thru restaurant uses which will serve commuters from Parker Road and E-470. Planning Area 2, (PA-2) adjacent to Twenty Mile Road and Pine Lane, would prohibit drive-thru restaurant establishments to encourage higher end retail and commercial uses that are neighborhood serving to the adjacent high-density multi-family residential in the MUR/C and the MFR areas. The revisions to uses would encourage development on the undeveloped infill parcels, serving, commuters, the residents of the adjacent multi-family, and the community at large.

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

Applicant analysis and findings:

The remaining R - Retail Land Use category to C – Commercial would better align with the Town of Parker's Land Development Ordinance nomenclature and the proposed modification creates a greater mix of land-use components that adhere to The Town of Parker's Central Commercial District with access to Parker Road as identified in the Comprehensive Master Plan. Market demands and Buyer interest support the proposed Westcreek Development Guide revisions and justifies the request for a limit of 2 drive-through C - Commercial land uses are appropriate at this location.

Staff analysis and findings:

The proposed changes within the Regional Commercial Retail area of the PD allow for the addition of one additional use. The PD is located at a significant gateway into the community and is the only opportunity for E-470 traffic to enter and exit the tollway for free from both directions. The Master Plan Character Area is intended to provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. The addition of a singular use, drive-thru restaurant, with a cap, and in an appropriate area along Parker Road, is consistent with the intent of the Master Plan.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

The proposed revisions are not due to an error in the original Westcreek Development Guide and or Plan. However, the revisions are primarily a result of the more recent development within Westcreek. The remnant MUR/C is currently un-platted. The absorption and reclassification to C – Commercial allows for logical new land uses that satisfy the community market demands and satisfy expressed interest from Developers. Westcreek Development provides for adequately sized development parcels that are best suited for service oriented commercial land uses that complement the existing MFR and MUR/C development.

Staff analysis and findings:

N/A

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

Applicant analysis and findings:

The proposed Development Plan amendment is based upon current market demands and existing site conditions that limit site design options. The addition of a commercial land use including a drive-through component as “Allowed by Right” in the C – Commercial zone district, with a limit restriction of two (2) commercial retail business allowed on the Parker Road frontage, which is anticipated to spearhead the development of synergistic retail businesses.

Staff analysis and findings:

Several previously vacant parcels within the PD have been developed with multi-family residential buildings, a hotel, retail, and dentist. The remaining infill lots are commercial but have remained undeveloped due to the current use restrictions and changing market demands. As Parker’s population has continued to grow a demand for food service and different options has increased. The commercial designation remains compliant with the Master Plan designation.

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

Applicant analysis and findings:

Adequate vehicular and pedestrian circulation exists, and the proposed land use modification shall not alter the previously envisioned circulation patterns. A Traffic Compliance Letter provided by FHU concludes “the traffic impacts to Westcreek would remain in compliance with the original 2005 Traffic Report.

Furthermore, the FHU findings indicate that the current land use proposal represents an overall reduction of approximately 38% on a daily basis. The reason for the reduction

includes the change in land uses since 2005 and the level of existing development, updated trip generation data, and more accurate pass-by data.

Staff analysis and findings:

A 2005 Traffic Impact Analysis was conducted to assess the impacts of the Westcreek development on the adjacent roadway systems. The Town of Parker Engineering Department requires a trip generation comparison to gauge potential impacts of the proposed zone change against the original plan and assessment. Roadway infrastructure exists around the property. The analysis factors in the existing development to date and shows, “an overall reduction of about 38 percent on a daily basis. The AM peak hour would be an increase in trips relative to the 2005 report, but this demand potential is far lower than the critical PM peak hour, which would represent a reduction of 41 percent. Given these results, the traffic impacts of Westcreek would remain in compliance with the original 2005 traffic report.” Engineering approved the trip generation comparison letter.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

Additional municipal service costs will not occur as a result of the requested Westcreek Development Plan 2nd Amendment. Provisions for water and sewer services have been reviewed with the Parker Water and Sanitation District and existing utility services shall adequately satisfy the needs of the proposed land uses.

Staff analysis and findings:

The Town does not anticipate significant municipal service costs with the proposed zoning that it is not prepared to meet. The proposed additional use will be consistent with existing uses and within existing commercially designated lots.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

There shall be no environmental impacts resulting from the requested Westcreek Development Plan land use revisions. The proposed land use revisions within the C-Commercial PA-1 zone are consistent with the originally envisioned R-Retail zone classification. Roadway access, utility services and environmental impacts will not result in a change to the Town of Parker’s original vision for the Westcreek Development.

Staff analysis and findings:

The Town does not anticipate significant environmental impacts.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

The proposed renaming of all former R-Retail zone classification parcels to C-Commercial adheres to the updated land use nomenclature as stated in the Town of Parker's Master Plan and Land Development Ordinance. In addition, no changes are proposed that shall result to a change in density and or land use types. The Westcreek Development Guide and Plan requested revisions continue to be consistent with the Town of Parker's zoning maps, development goals and policies and therefore, shall not change the original development intent.

As stated in Master Plan's Central Commercial District Section addressing the vision for the commercial core of the Town with access to Parker Road and Twenty Mile Road, "growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and to a lesser extent, higher density residential uses as part of a development with a mix of use and design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate."

The Westcreek Development Guide and Plan adhere to this development and design principals and satisfy the Town Master Plan maps, goals, and policies. The proposed amendment does not alter the principals as visioned.

Staff analysis and findings:

The proposal is consistent with the Town Master Plan, maps, goals, and policies as detailed in Section IV. of this report. As part of the Regional Commercial Retail Character Area, the additional use is consistent with the intent of the original underlying retail/commercial designation.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

The proposed land use revision represented in the Westcreek Development Plan 2nd Amendment shall not negatively impair the existing water and sewage disposal system

nor modify the anticipated needs for schools, parks, and recreational amenities for the overall community.

The Westcreek 2nd Amendment pertains to the addition of 2 drive-through land use components in PA-1 and requires no additional water and sewer utility services. Additional demands to community, including schools, parks and recreational needs shall not be modified in any manner and therefore shall not create a change to the Town of Parker's service components.

Staff analysis and findings:

The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties. Parks and school dedications are not required for non-residential uses.

Based on this analysis, staff has determined that this criterion has been met.

VII. CONCLUSION

This zoning request is being processed to clean up outdated and conflicting language and to allow for the additional use of drive-thru restaurants (capped at a maximum of two). The proposed rezoning aligns with the Parker 2035 Master Plan and has been determined to meet the zoning approval criteria set forth in the Parker Land Development Ordinance.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

VIII. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Westcreek Planned Development, 2nd Amendment.

IX. ATTACHMENTS

1. Vicinity Map
2. Westcreek Planned Development, 2nd Amendment

Report Approved By: Bryce Matthews, Assistant Director - Planning

ORDINANCE NO. 3.228.2, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE WESTCREEK DEVELOPMENT GUIDE AND PLAN AND THE WESTCREEK DEVELOPMENT GUIDE AND PLAN-1st AMENDMENT, PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment that were respectively approved by the Town Council April 4, 2005, and recorded in the Office of the Douglas County Clerk and Records Office on April 8, 2005, at Reception No. 2005030725, and on June 20, 2016, and recorded in the Office of the Douglas County Clerk and Records Office on June 22, 2016, at Reception No. 2016040113, for the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, within the Town of Parker, Colorado, (the “Property”), pursuant to the Parker Land Development Ordinance.

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

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

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

e. The requirements contained in Section 13.04.240 of the Parker Land Development Ordinance for approving the amendment of the Westcreek Development Guide and Plan and the Westcreek Development Guide and Plan-1st Amendment have been satisfied.

Section 2. Development Guide Amended. The Westcreek Development Guide and Plan-1st Amendment approved by the Town Council on June 20, 2016, for the Property, is hereby amended by the Westcreek Development Guide Development Plan-2nd Amendment, as set forth in **Exhibit B**, which is attached hereto and incorporated by this reference.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

LEGAL DESCRIPTION FOR
WESTCREEK DEVELOPMENT PLAN – 2nd AMENDMENT

April 22, 2022

A PARCEL BEING ALL OF WESTCREEK FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 2007012850, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2007046724, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT TRACT C SUBDIVISION EXEMPTION PLAT, AS RECORDED UNDER RECEPTION NUMBER 2008036536, ALL OF WESTCREEK FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 2008047702, ALL OF WESTCREEK FILING NO. 2, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2011003795, TOGETHER WITH OTHER UNPLATTED PARCELS OF LAND ALL BEING LOCATED IN THE EAST HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, 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:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 00°09'45" WEST, A DISTANCE OF 2669.48 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°03'33" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°09'15" EAST, A DISTANCE OF 32.80 FEET;

THENCE SOUTH 89°28'13" WEST, A DISTANCE OF 486.33 FEET;

THENCE NORTH 89°31'19" WEST, A DISTANCE OF 570.76 FEET;

THENCE NORTH 00°56'27" WEST, A DISTANCE OF 1473.10 FEET;

THENCE NORTH 73°16'20" EAST, A DISTANCE OF 949.16 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°39'43", A RADIUS OF 549.41 FEET, AN ARC LENGTH OF 198.13 FEET, THE CHORD OF WHICH BEARS SOUTH 34°42'55" EAST, A DISTANCE OF 197.06 FEET;

THENCE SOUTH 24°23'04" EAST, A DISTANCE OF 135.34 FEET;

THENCE NORTH 00°09'45" WEST, A DISTANCE OF 86.01 FEET;

THENCE SOUTH 24°19'43" EAST, A DISTANCE OF 207.43 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2005015177 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 79°42'34" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 10.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83 AS RECORDED IN BOOK 857 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 24°19'43" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 893.77 FEET TO A POINT ON THE NORTHERLY LINE OF GOBLERS NOB AS RECORDED UNDER RECEPTION NUMBER 181406 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 87°40'17" WEST, ALONG SAID NORTHERLY LINE OF GOBLERS NOB, A DISTANCE OF 401.25 FEET TO THE NORTHWEST CORNER OF SAID GOBLERS NOB;

THENCE SOUTH 89°50'15" WEST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°09'45" EAST, ALONG SAID EAST LINE, A DISTANCE OF 495.87 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,977,333 SQUARE FEET, OR 45.393 ACRES, MORE OR LESS.

WESTCREEK DEVELOPMENT GUIDE

Development Plan 2nd Amendment

Planned Development Zoning Regulations for a Mixed-Use Development

Located at E-470 and Parker Road in Parker, Colorado.

Master Developer:

NexGen Westcreek Holdings, LLC
One Denver Tech Center
5251 DTC Parkway, Suite 800
Greenwood Village, CO 80111
303-923-2442

Prepared By:

Masterworks, LLC
220 S. Wilcox Street,
#249
Castle Rock, CO
80104
303-809-7766

Revised:

September 26, 2022

STATEMENT OF INTENT

Westcreek Development is a unique master planned development located at the southwest corner of E-470 and Parker Road, directly adjacent to the Cherry Creek corridor in Parker, Colorado. The development parcel is one of the last infill sites on Parker Road between Main Street and E-470, which is highly visible and easily accessible from E-470, Parker Road and Pine Lane and within a few miles from downtown Parker. The development site consists of 45.39 acres and is zoned Planned Development (PD). The PD development is enhanced by the dedication of 10 acres of Cherry Creek wetlands and open space, which connects to the Town's open space and regional trail system.

In accordance with the Town's vision as identified in the Comprehensive Master Plan, the Westcreek Development Plan is divided into two distinct "land use planning areas" physically divided by the north south access right-of-way created by Twenty Mile Road.

Development parcels located west of Twenty Mile Road are designated as "Multi-Family Residential" areas and shall be characterized as high-density land uses located adjacent to regional and locally significant commercial areas. Envisioned residential uses shall likewise be interconnected to nearby commercial and employment areas and provide for pedestrian trails and open space connections. Uses appropriate in this Character Area include high density residential housing, senior housing, and assisted living facilities. Single family detached and or attached residential developments having less than 14 dwelling units per acre are not appropriate in this area.

Development parcels located east of Twenty Mile Road are characterized as "Mixed Use Residential/Commercial" and "Commercial" areas and are reserved for land uses consisting of more intense retail, restaurant uses, service-related businesses, medical and commercial offices, and entertainment uses focused on serving both local and regional needs. The Town of Parker's vision for the northwest quadrant is to be developed as a Character Area where residents can live, work and play. The Westcreek PD zoning additionally provides for residential dwellings such as lofts above retail, row and townhouses, and apartment flats.

DEFINITIONS

The Westcreek Development Guide has been prepared in accordance with the Town of Parker Land Development Ordinance, as amended. Definitions specified within the Town's Land Development Ordinance apply to the Westcreek Planned Development.

GENERAL PROVISIONS & SITE DATA

The purpose of the Westcreek Development Guide is to specify the allowable commercial and residential land use and development standards in accordance with Westcreek Development Plan 2nd Amendment.

Note: For areas zoned PD – Planned Development, the Development Guides and Development Plans incorporated into the ordinance establishing the zoning are hereby

incorporated into and made a part of Title 13.04.030 of Parker Land Development Ordinance. Whenever this Guide or Plan does not address a particular topic, situation, or issue, the provisions of Title 13.04.030 shall apply.

LAND USE AREAS

- A. Multi-Family Residential (MFR) (18.70 acres)** – High Density residential to include apartments and or condominiums, attached single family homes such as row and town houses, assisted living care and convalescent homes and lodging establishments.

The purpose of the MFR land use designation within the Westcreek Planned Development is to allow for an appropriate and sustainable arrangement of high density residential to serve as a transition between the areas of commercial and office intensity within Westcreek and the Cherry Creek Open Space corridor adjacent to Westcreek. It is the intent of the Westcreek Planned Development that the MFR land use area develop in a manner that is compatible with the adjacent land uses. As a result, no non-residential uses will be permitted within the MFR land use area, except where specified as provided below:

- a) Permitted Land Uses:

Multifamily including Apartments, Townhomes, Duplexes, Triplexes,
Condominiums.
Live / Work Dwelling Units
Group Home
Senior Living Independent Care
Neighborhood Recreational Facility (Private Health Club, Recreation
Center) Open Space
Parks

Note: Senior Independent Living Facility, including limited resident services (not to be offered to the public) including but not limited to cafeteria/kitchen service, salon and beauty service, concierge service, dry cleaning/laundry services or transportation service.

- b) Uses By Special Review:

Churches and Church Schools
Public and private schools
Nursing schools and Day care centers

- c) Development Standards:

Minimum Standards

Lot Area

None

Principal Structure Setbacks	
- From street, public or private	10 feet
- Side	10 feet
- Side (from attached product property line)	0 feet
- Rear	10 feet

Accessory Structure Setbacks	
- From street, public or private	35 feet
- Side	0 feet
- Rear	4 feet

Building Separation	
- Multifamily structure	20 feet
- Accessory structure	15 feet

Maximum Standards

Building Height	
- Principal Structure	60 feet
- Accessory Structure Building Height	45 feet

Density

The maximum density within MFR areas is twenty-five dwelling units per acre (25 Du/AC) and the minimum density is fourteen dwelling unit pet acre (14 DU/AC). Notwithstanding these limits, density can exceed or be reduced through the Town of Parker’s Use by Special Review approval process.

B. Mixed Use Residential/Commercial (MUR/C) (3.45 acres) - Combined commercial with a high-density residential component.

The purpose of the MUR/C land use designation within the Westcreek Planned Development is to combine commercial uses with a focus on retail and office character with a high density above ground floor residential in a compact, efficient manner. The MUR/C land use area is intended to function as the neighborhood core and shall be located within proximity to MFR land use areas. As such, this area is envisioned to be of a more intense character, higher in density, floor area ratio and incorporate greater building heights.

a) Permitted Land Uses:

- Multifamily Residential (Above ground floor only)
- Group Home
- Continuing Care Facility
- Accessory Dwelling Unit
- Bed and Breakfast
- Hotel/Motel
- Indoor Recreation Facility

General Retail
Restaurant – without Drive Thru
General Office and Professional Services (including medical)
Personal Services, General

b) Development Standards:

Minimum Standards

Lot Area	None
Principal Structure Setbacks	
- From street, public or private	0 feet
- Side	5 feet
- Side (from attached product property line)	0 feet
- Rear	10 feet
Accessory Structure Setbacks	
- From street, public or private	35 feet
- Side	0 feet
- Side (From street, public or private)	10 feet
- Rear	4 feet
Building Separation	
- Multifamily structure	15 feet
- Accessory Structure	10 feet

Maximum Standards

Building Height	
- Principal Structure	60 feet, or 75 feet as a use by specialreview.

Density

The maximum density within MUR/C areas is twenty-five dwelling units per acre (25 Du/AC) and the minimum density is fourteen dwelling unit pet acre (14 DU/AC). Notwithstanding these limits, density can exceed or be reduced through the Town of Parker’s Use by Special Review approval process.

retailing, and multitenant commercial development.

The purpose of the C / Commercial Area is to establish higher end retail and commercial uses that are neighborhood serving to the adjacent high-density multi-family residential in the MUR/C and the MFR areas, as well as commuters from Parker Road and E-470. Encouraging pedestrian connectivity and orienting developments close to rights-of-way are goals of the Commercial Area in order to activate and promote the retail component. The C/Commercial Area is delineated into two Specific Planning Areas as depicted on the Development Plan.

a) Permitted Land Uses:

Planning Area 1 (PA-1)

Hardware and Building Material Stores
General Retail
Restaurant, with Drive-Thru

- A maximum of two (2)

Restaurant, without Drive-Thru
Bar and Lounge
Microbrewery, Cidery, Distillery, or Winery
General Office and Professional Services (including medical)
Personal Services, General

Planning Area 2 (PA-2)

Hardware and Building Material Stores
General Retail
Restaurant, without Drive-Thru
Bar and Lounge
Microbrewery, Cidery, Distillery, or Winery
Indoor Recreational Facility
General Office and Professional Services (including medical)
Personal Services, General

A) Uses By Special Review:

Planning Area 1 (PA-1)

Automotive Fuel Sales

Planning Area 2 (PA-2)

Veterinary Clinics and Hospitals

B) Development Standards (PA-1 and PA-2):

Minimum Standards

Lot Area	None
Principal Structure Setbacks	
-From street, public or private	10 feet
-Side	0 feet
-Rear	0 feet
Building Separation	
-Principal Structure	15 feet

Maximum Standards

All Structures Building Height	60 feet
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D) Open Space (OS) (9.67 acres) - Dedication of the adjacent Cherry Creek wetlands adopen space to the Town of Parker’s public open space and regional trail program.

The westerly perimeter of the Westcreek Development Plan area is defined as OS – Open Space. The purpose of this district is for the preservation of a balanced system of open space which constitutes an important physical, environmental, social, aesthetic and economic asset to the residents to Westcreek. The OS land use area is intentionally left in its natural state, free of development to:

Preserve wildlife corridors and natural habitats.
Establish and maintain scenic lands.
Protect culturally significant lands.

Conserve landforms and natural resources.
a. Permitted land uses:

Open Space

WESTCREEK DEVELOPMENT PLAN 2ND AMENDMENT

A PART OF THE EAST HALF OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO
45.39± ACRES

LEGAL DESCRIPTION

A PARCEL BEING ALL OF WESTCREEK FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 2007012850, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2007046724, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT TRACT C SUBDIVISION EXEMPTION PLAT, AS RECORDED UNDER RECEPTION NUMBER 2008036536, ALL OF WESTCREEK FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 2008047702, ALL OF WESTCREEK FILING NO. 2, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2011003795, ALL OF FILING NO.1 THIRD AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2017082056, ALL OF FILING NO.1 THIRD AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2018010585, ALL OF FILING NO.1 THIRD AMENDMENT PLAT CORRECTION CERTIFICATE, AS RECORDED UNDER RECEPTION NUMBER 2018020166, ALL OF FILING NO.1 FIFTH AMENDMENT 2018070442 TOGETHER WITH OTHER UNPLATTED PARCELS OF LAND ALL BEING LOCATED IN THE EAST HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, 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:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 00°09'45" WEST, A DISTANCE OF 2669.48 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°03'33" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°09'15" EAST, A DISTANCE OF 32.80 FEET;

THENCE SOUTH 89°28'13" WEST, A DISTANCE OF 486.33 FEET;

THENCE NORTH 89°31'19" WEST, A DISTANCE OF 570.76 FEET;

THENCE NORTH 00°56'27" WEST, A DISTANCE OF 1473.10 FEET;

THENCE NORTH 73°16'20" EAST, A DISTANCE OF 949.16 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°39'43", A RADIUS OF 549.41 FEET, AN ARC LENGTH OF 198.13 FEET, THE CHORD OF WHICH BEARS SOUTH 34°42'55" EAST, A DISTANCE OF 197.06 FEET;

THENCE SOUTH 24°23'04" EAST, A DISTANCE OF 135.34 FEET;

THENCE NORTH 00°09'45" WEST, A DISTANCE OF 86.01 FEET;

THENCE SOUTH 24°19'43" EAST, A DISTANCE OF 207.43 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2005015177 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 79°42'34" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 10.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83 AS RECORDED IN BOOK 857 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 24°19'43" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 893.77 FEET TO A POINT ON THE NORTHERLY LINE OF GOBLERS NOB AS RECORDED UNDER RECEPTION NUMBER 181406 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 87°40'17" WEST, ALONG SAID NORTHERLY LINE OF GOBLERS NOB, A DISTANCE OF 401.25 FEET TO THE NORTHWEST CORNER OF SAID GOBLERS NOB;

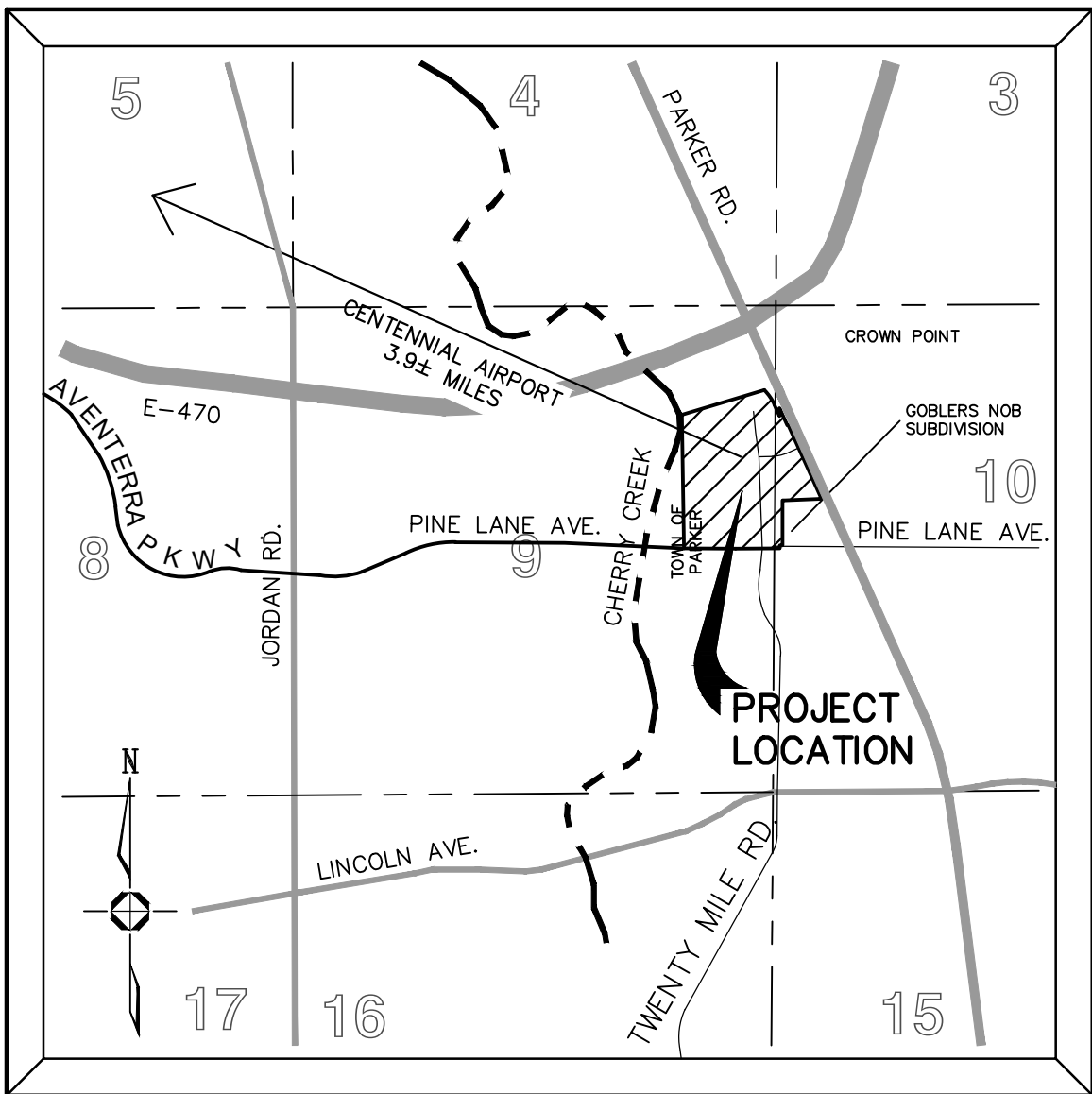
THENCE SOUTH 89°50'15" WEST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°09'45" EAST, ALONG SAID EAST LINE, A DISTANCE OF 495.87 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,977,333 SQUARE FEET, OR 45.393 ACRES, MORE OR LESS.

OWNERS/MORTGAGEES:

BY: _____
NEXGEN WESTCREEK HOLDINGS, LLC



VICINITY MAP

1" = 2000'

PLANNING COMMISSION ACCEPTANCE:

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

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

TOWN COUNCIL ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF _____, 20____, FOR THE PROPERTY DESCRIBED AS WESTCREEK. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST:

TOWN CLERK

CLERK & RECORDER'S CERTIFICATE:

STATE OF COLORADO }
COUNTY OF DOUGLAS }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK, ____M. AND WAS RECORDED WITH AT _____ O'CLOCK, ____M. AND WAS RECORDED WITH RECEPTION NUMBER _____.

DOUGLAS COUNTY CLERK AND RECORDER

APPLICANT / DEVELOPER

NEXGEN WESTCREEK HOLDINGS, LLC

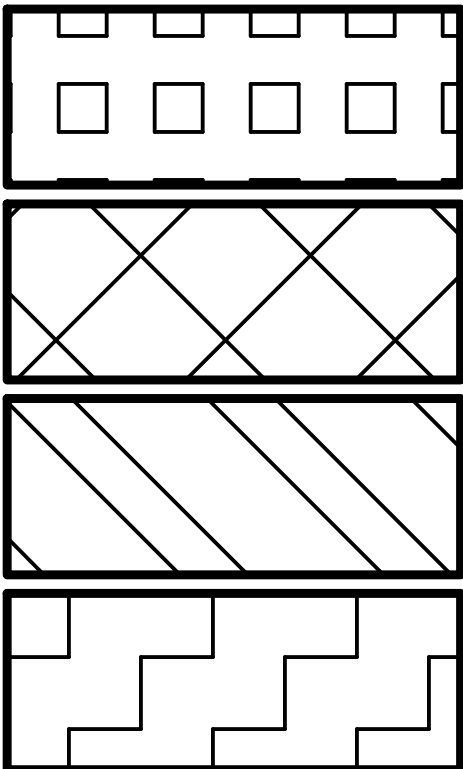
ONE DENVER TECH CENTER
5251 DTC PARKWAY, SUITE 800
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:



WESTCREEK DEVELOPMENT PLAN 2ND AMENDMENT PARKER, COLORADO

A PART OF THE EAST HALF OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO
45.39± ACRES



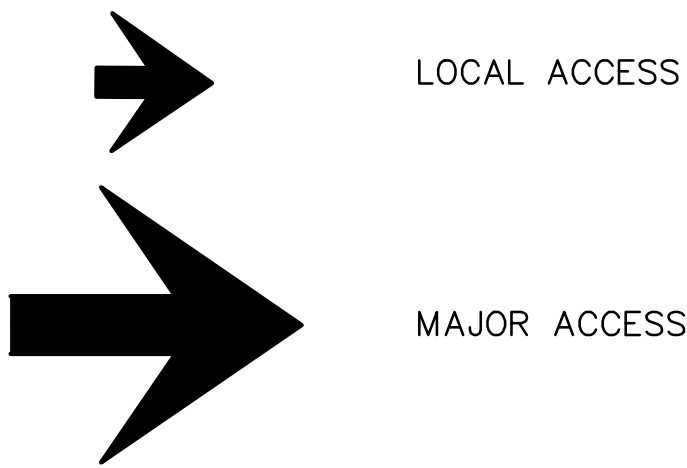
C — COMMERCIAL
AREA = 13.58±AC
PA-1 AREA = 7.50±AC
PA-2 AREA = 6.08±AC

OS — OPEN SPACE
AREA = 9.67±AC

MUR-C — MIXED USE RESIDENTIAL / COMMERCIAL
AREA = 3.45±AC

MFR — MULTI-FAMILY RESIDENTIAL
AREA = 18.70±AC

TOTAL
45.4±AC



UTILITY PROVIDERS FOR WESTCREEK:

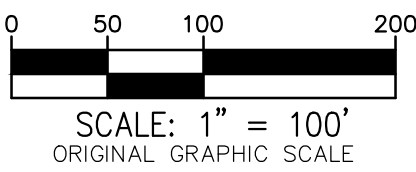
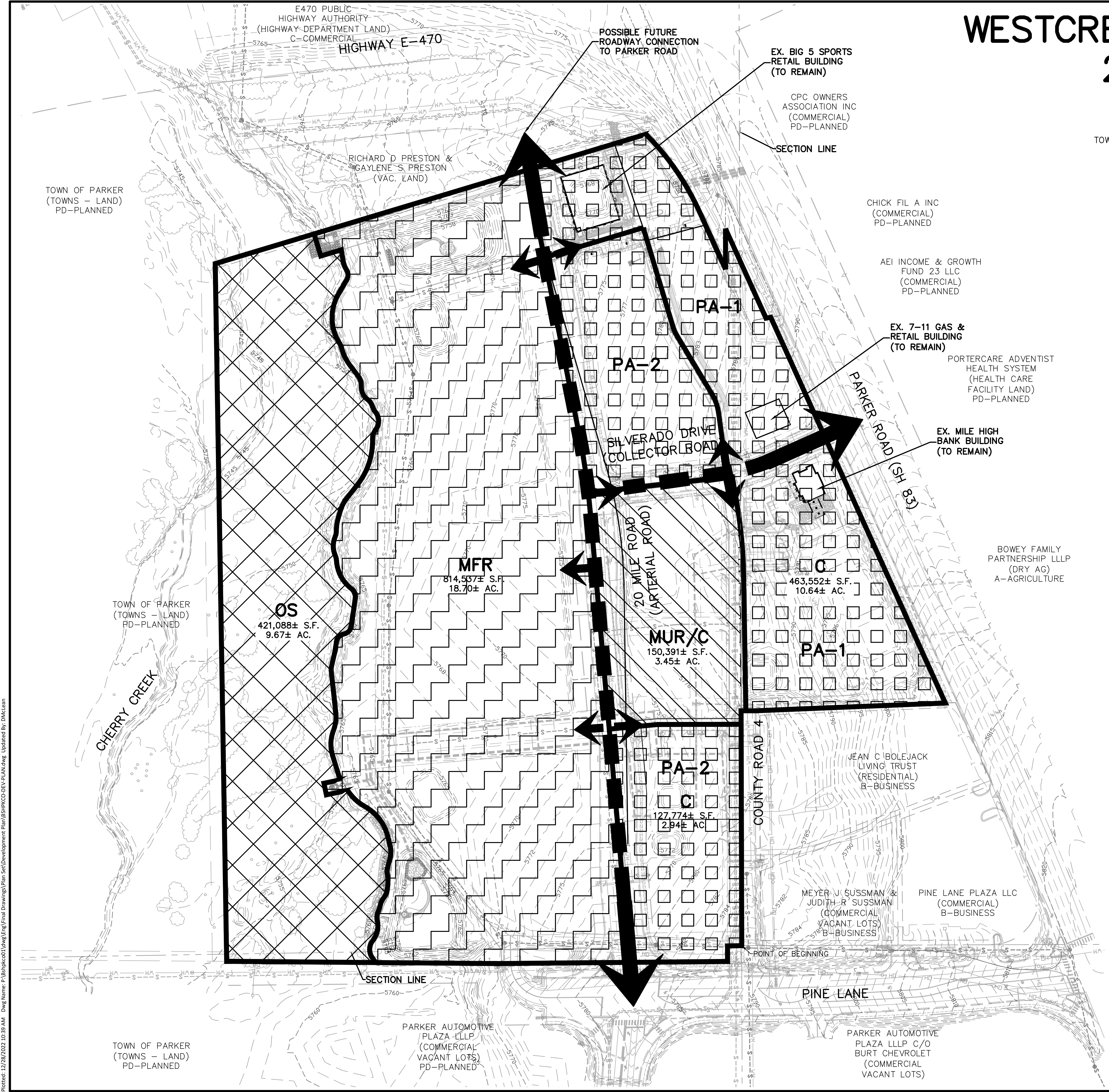
1. DRAINAGE — TOWN OF PARKER
2. WATER — PARKER WATER & SANITATION DISTRICT
3. WASTEWATER — PARKER WATER & SANITATION DISTRICT
4. GAS — XCEL ENERGY
5. ELECTRIC — INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

APPLICANT / DEVELOPER

NEXGEN WESTCREEK HOLDINGS, LLC

ONE DENVER TECH CENTER
5251 DTC PARKWAY, SUITE 800
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:



SCALE: 1" = 100'
ORIGINAL GRAPHIC SCALE

CALL UTILITY NOTIFICATION
CENTER OF COLORADO

811

CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES.





Request for Town Council Action

Date: February 21, 2023

Submitted By: Julia Duncan, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.355.1 – Second Reading**
A Bill for an Ordinance to Amend the Parker and Pine Mixed Use Development Planned Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Julia Duncan

EXECUTIVE SUMMARY

The applicant has submitted a rezoning application to amend the Parker and Pine Mixed-Use Planned Development (PD) zoning to reduce the minimum required commercial retail space and relocate a fast-food restaurant with drive-through from interior Lot 5, where it is currently permitted, to corner Lot 1, where it is not currently permitted.

The Town Council, in reviewing the application, shall utilize the following approval considerations pursuant to Land Development Ordinance Section 13.04.240b(7)f:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is located at the southwestern corner of the intersection of Parker Road and Pine Lane. The property has a total area of approximately 16 acres and is partially developed. It was rezoned by the Town Council in 2020 from the Parker Auto Plaza PD to the Parker and Pine Mixed-Use PD for a mixed-use destination that was a place to live, work and shop. The 2020 Parker and Pine Mixed-Use PD rezoning was the result of intensive negotiations between the Town and the property owner to create a viable mixed-use center with a balance of commercial and residential uses that would contribute to a town center style development approach.

The above-referenced 2020 rezoning approved by the Town Council removed the subject property from the Parker Auto Plaza PD, which promotes auto-oriented commercial uses, and established the Parker and Pine Mixed-Use PD for mixed-use commercial and residential development. The 2020 rezoning also reserved the hard corner of Parker Road and Pine Lane for a single mid-size commercial use or multi-tenant shop space with retail, restaurants and services. The new Parker and Pine Mixed-Use PD updated the schedule of permitted uses to allow appropriate commercial, multi-family residential and parks and open space uses while establishing design standards to ensure a higher level of development quality than is typically found in highway commercial development. The design standards in the PD zoning also complement the Town-wide Development Design Standards with the goal of ensuring a coordinated architectural and urban design throughout the development.

Since the 2020 rezoning, two (2) parcels along Parker Road have been developed with a fast food restaurant and service station/convenience store. Along Twenty Mile Road, there are two (2) parcels being developed with an apartment complex and a child care center. There are three (3) undeveloped outparcels; Lot 1 south of the fast food restaurant along Parker Road and Lots 1 and 5 north of the service station/convenience store along Pine Lane including the parcel at the hard corner of Parker Road and Pine Lane. The high visibility parcel at the corner of Parker Road and Pine Lane, Lot 1, is perhaps the most desirable property for future commercial development in the entire PD.

PROPOSED REVISIONS

The submitted rezoning application proposes the following major revisions to the existing Parker and Pine Mixed-Use PD:

1. Eliminate the standard that future use on Lot 1 at the hard corner of Parker Road and Pine Lane incorporate a 17,000 s.f. multi-tenant commercial development or a 12,000 s.f. single user commercial development. The planned fast food restaurant will have a total floor area of 3,900 s.f, for a reduction of 8,100 s.f. or more.
2. Eliminate the standard that uses with drive-throughs must be located a distance of greater than 300-feet from the hard corner of Parker Road and Pine Lane. The intent of this standard was to preserve Lot 1 at the hard corner for high-end commercial use without a drive-through to support the town center development approach.

3. Add a standard that requires Lot 5 on Pine Lane off the hard corner of Parker Road and Pine Lane to incorporate a multi-tenant development in Commercial Area I with a total area of 10,000 s.f. The property owner has agreed to this standard to partially mitigate the reduction in commercial development on Lot 1 referenced in #2 above. A future applicant may propose a reduction in the size of the multi-tenant development on Lot 5 to 8,000 s.f. when the following applies:
 - The development design incorporates two (2) outdoor patio spaces with an area of 2,000 s.f. (1,000 s.f. each), creating usable outdoor space for restaurant use.
 - The development is dedicated entirely to active commercial use such as retail, restaurants, bars, etc.
 - The development is designed as a multi-tenant building to create commercial shop space for two (2) or more small businesses.
4. Amend the design standards in the PD zoning to add stucco and stone as a permitted material and allow Bone China and Sandcastle as permitted colors. This revision is an outcome of discussions with the applicant about modifying their prototype restaurant design to comply with the Town's development design standards.

Staff has reviewed the proposal and has determined that it meets the nine (9) criteria for rezoning set forth in the Land Development Ordinance and generally aligns with the goals and strategies of the Parker 2035 Master Plan.

The Planning Commission held a public hearing on the proposed amendment to the Parker and Pine Mixed Use Development Planned Development Guide and rezoning application on January 26, 2023 and made a recommendation, with a 4-1 vote, for the Town Council to approve the zoning request.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Ordinance No. 1.355.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.355.1 on second reading.

Parker and Pine PD Guide First Amendment

Rezone





Planning Commission Staff Report

Planning Commission Date: 1/26/2023

Town Council Date: 2/21/2023

Hearing Type: Public Hearing
Parker and Pine Mixed Use Development Planned
Development Guide 1st AMD
TRAKiT No: Z21-012

Location: The site is located at the southwest corner of Parker Road and Pine Lane.

Project Planner: Julia Duncan, Associate Planner

Applicant: Galloway Engineering

Executive Summary: The applicant is proposing an amendment to the Parker and Pine PD to reduce the required retail and relocate an allowed drive through use to the southwest corner of Parker Road and Pine Lane

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the zoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the zoning to a future date."

I. BACKGROUND/DISCUSSION

The subject property consists of approximately 16 acres of land within the Parker and Pine Mixed Use Development. The property was previously located in the Parker Auto Plaza PD. A rezoning application was submitted to the Department in 2020 to create the new Parker and Pine Mixed Use PD. The PD updated the list of permitted commercial uses, allowed multi-family residential use on a portion of the site and established design standards. The PD design standards complement the Town Development Design Standards and ensure a coordinated architectural and urban design throughout the development. Since the adoption of the PD numerous parcels have been developed with uses including a day care (under construction), multi-family residential (under construction), Slim Chickens, and a gas station.

PROPOSED REVISIONS

The current rezoning application would make the following major revisions from the existing PD zoning:

- Eliminate the provision precluding drive-thrus within a 300-foot radius of Parker Road and Pine Lane.
- Eliminate the current requirement that development on lot 5 either be 17,000 sq. ft. if multitenant or 12,000 sq. ft. if a single tenant.
- Add a requirement for a minimum building square footage on Lot 5 in Commercial Area I of 10,000 square feet. Additionally, the Community Development Director may approve a reduction in building square footage on Lot 5 to 8,000 square feet where the following applies:
 - Two 1,000 square foot minimum outdoor patio spaces are incorporated into the design of the building
 - The development is entirely retail
 - The development is a multi-tenant building
- Amend the PD Design Standards to add stucco and stone as a permitted material, and Bone China and Sandcastle to the allowed color palette

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1994	Annexation and zoning of Maclachlan and Saddletree properties
1995	Annexation and zoning of Listen property
2002	Above properties rezoned Parker Auto Plaza PD
2007	Annexation and zoning of Enclave 3 property - zoned Parker Auto Plaza PD
2020	Parker and Pine Mixed Use PD Adoption

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development
Overlay District	N/A
PD & Plan Area	Parker and Pine Planned Development
Master Plan Area	Central Commercial
Site Acreage	15.925 Acres
Subdivision	Parker and Pine
Existing Use	Mix of multi-family residential, commercial retail, daycare, food service, as well as undeveloped parcels.

Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Regional Commercial Retail	Modified Commercial	Goblers Nob Multi-Tenant Retail
South	Central Commercial	PD-Planned Development	Baldwin Gulch Trail-Parker Marketplace II Shopping Center
East	Central Commercial	Modified Commercial	Commercial retail, auto repair, hotel
West	Central Commercial	PD - Planned Development	Vacant

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	<u>Central Commercial District.</u> The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate
Consistent Goals/Strategies	<u>Land Strategy 1</u> <u>Use 1. A</u> <u>Land Use 1.C</u> <u>Land Use 1. E</u> <u>Land Use 1. H</u> <u>Jobs and Economic Vitality I.2</u> <u>Jobs and Economic Vitality I.2.A</u> <u>Jobs and Economic Vitality I.2.B</u> <u>Jobs and Economic Vitality I.2. E</u>
Staff Analysis	The proposal is consistent with the goals and strategies within the Parker 2035 Master Plan. <u>Land Use</u> and <u>Jobs and Economic Vitality</u> The project provides opportunity for future expansion of the Town's economic base in an appropriate location and has bus access in close proximity to support alternate transportation choices.

	The zoning limitations for the Commercial Area 1 have been revised to more adequately reflect market demands while adhering to the intent of the Land Use designation of the Master Plan. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Central Commercial	No proposed changes	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Allowed Uses	Core retail, services, offices, lodging, restaurants, entertainment, and higher density residential uses as part of a development with a mix of uses. Vertical mixed use is highly encouraged where appropriate.	No proposed changes to types of uses. New minimum requirements for building square footage on Lot 5 and allowance of drive-thru restaurant within a 300-foot radius of Parker Road and Pine Lane.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	Varies in each land use area	No proposed changes	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested rezoning is consistent with the Parker 2035 Master Plan.		

VI. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant analysis and findings:

The proposed rezone to allow for the development of In-N-Out on Lot 1 of Parker and Pine Filing No. 1 while not necessarily addressing a specific need it does address market

conditions for the proposed use and local community. While In-N-Out may not qualify under the definition of a community need, we believe it strongly qualifies as a community desire. Based on the reception received to date by In-N-Out from different communities throughout the Denver and Colorado Springs Metropolitan areas we believe community desire for this use should be strongly considered as part of our request.

Staff analysis and findings:

The project location is at a highly visible and trafficked area. The minimum requirements of a 17,000 square foot building on Lot 5 pose practical implementation difficulties when coupled with the Code's parking and landscaping requirements that currently make the lot's development a challenge. Lot 5 and the parcel located on the corner of Parker and Pine have remained undeveloped due to these challenges. The proposed changes make the development of these lots more feasible and will meet parking and landscaping requirements. The revisions to uses would encourage development on the undeveloped infill parcels, serving, commuters, the residents of the adjacent multi-family, and the community at large.

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

Applicant analysis and findings:

Based on extensive market research and site investigation, Lot 1 of Parker and Pine Filing No. 1 is the preferred location for In-N-Out in the Town of Parker. The proposed parcel is located and sized correctly to accommodate the proposed use. Not only is the parcel configured appropriately, but it also offers strong visibility and good access from adjacent right-of-way. Proposed development has been well designed to accommodate proposed use which will create a strong draw to the center which will add to the overall success of the proposed use as well as adjacent uses.

Staff analysis and findings:

The Central Commercial Character Area allows core retail, services, offices, lodging, restaurants, entertainment, and higher density residential uses as part of a development with a mix of uses. Vertical mixed use is highly encouraged where appropriate. No changes to the types of uses are proposed, therefore the parcels affected by this change are indeed appropriate for the uses. Limitations have been adjusted to allow for appropriate development of these sites.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

While the original zoning and specific development conditions were not necessarily an error, they do limit the development of Lot 1 of Parker and Pine Filing No. 1 to meet actual market conditions or demand. Limiting the proximity of a drive-through use to the hard corner limits the ability of a potential drive-through use to be successful by limiting visibility from the ROW and limiting the ability to maximize use of the site. Successful drive-through uses require sufficient land area in order to promote needed stacking in the drive-through lane but also provide sufficient parking for dine-in customers.

Staff analysis and findings: N/A

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

Applicant analysis and findings:

Market conditions and consumer demands have definitely changed since March of 2020. Drive through demand is greater than ever for food service. In-N-Out can meet that demand by providing efficient drive-through service consistent with consumer demand and preferences on this property

Staff analysis and findings:

Several previously vacant parcels within the PD have been developed with multi-family residential buildings, a gas station, day care, and restaurant. The remaining infill lots are commercial but have remained undeveloped due to the current use restrictions and changing market demands. As Parker's population has continued to grow a demand for food service and different options has increased. The commercial designation remains compliant with the Master Plan designation.

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

Applicant analysis and findings:

The larger size and more internal location of Lot 1 will provide sufficient on-site and off-site area to promote organized and efficient traffic movement throughout the site as well as the adjacent development. Drive-through stacking as currently proposed will accommodate up to 24 vehicles. There is also additional space on site to accommodate overflow when needed without negatively impacting adjacent commercial development or public ROW.

Staff analysis and findings:

A Traffic Impact Analysis was conducted in 2020 to assess the impacts of the Parker and Pine Planned Development on the adjacent roadway systems. The Town of Parker Engineering Department reviewed and approved this analysis. Future development will

require Site Plan approval and a review of all circulation requirements will be evaluated by Planning and Engineering through those submittals.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

No additional municipal service cost will be incurred in order to develop the site as proposed. All on and off-site infrastructure costs have been incurred as part of the original commercial development. Appropriate fees will be paid at the time of development.

Staff analysis and findings:

The Town does not anticipate significant municipal service costs with the proposed zoning that it is not prepared to meet. The proposed uses will be consistent with existing uses and within existing commercially designated lots.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

No environmental impacts are anticipated based on the proposed rezoning of Lot 1 of Parker and Pine Filing No. 1. Lot 1 is already a rough graded pad lot included in a commercial development which anticipated and has been designed to accommodate a variety of commercial uses including a drive-through restaurant such as the proposed In-N-Out.

Staff analysis and findings:

The Town does not anticipate significant environmental impacts.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

Proposed rezone is consistent with Town Master Plan, goals, and policies as already considered with approval of the Parker and Pine Filing No. 1 as well as Parker and Pine Preliminary Site Plan, both of which contemplated development of a variety of commercial uses on Lot 1.

Staff analysis and findings:

The proposal is consistent with the Town Master Plan, maps, goals, and policies as detailed in Section IV. of this staff report. As part of the Central Character Area, the additional use is consistent with the intent the original underlying retail/commercial designation.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant analysis and findings:

Adequate infrastructure including waste and sewage disposal, water, etc. were taken into consideration and have been approved and constructed as needed to serve the proposed commercial development. As previously noted, Lot 1 is part of the larger development which has taken into consideration the proposed use(s) and infrastructure needs.

Staff analysis and findings:

The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties. Parks and School dedication requirements are not required for non-residential developments.

Based on this analysis, staff has determined that this criterion has been met.

VII. CONCLUSION

This zoning request is being processed to allow for the use of a drive-thru restaurant within 300 feet of the intersection of Parker Road and Pine Lane. The proposed rezoning reduces the minimum required square footage for development on Lot 5 with additional requirements for any further reductions. These changes increase the feasibility of development on these infill parcels while also allowing for landscaping and parking requirements while expanding services to the community and increasing economic viability for local business owners

The proposed Rezoning application is consistent with the Parker 2035 Master Plan and the nine (9) criteria for approval of such requests set forth in the Land Development Ordinance as to use, development intensity, access/circulation, and urban design.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

VIII. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Parker and Pine Mixed-Use Planned Development, 1st Amendment.

IX. ATTACHMENTS

1. Vicinity Map
2. Parker and Pine Mixed-Use Planned Development, 1st Amendment.

Report Approved By: Bryce Matthews, Planning Manager

ORDINANCE NO. 3.355.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE PARKER AND PINE MIXED USE DEVELOPMENT PLANNED DEVELOPMENT GUIDE, PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the Parker and Pine Mixed Use Development Planned Development Guide that was approved by the Town Council on July 6, 2020, and recorded in the Office of the Douglas County Clerk and Records Office on July 9, 2020, at Reception No. 2020059997, for the property described in **Exhibit A**, which is attached hereto and incorporated herein by reference, within the Town of Parker, Colorado, (the “Property”), pursuant to the Parker Land Development Ordinance.

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

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

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

d. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for approving the amendment of the Parker and Pine Mixed Use Development Planned Development Guide have been satisfied.

Section 2. Development Guide Amended. The Parker and Pine Mixed Use Development Planned Development Guide approved by the Town Council on July 6, 2020, for the Property, is hereby amended by the Parker and Pine Mixed Use Development Planned Development Guide, First Amendment, as set forth in **Exhibit B**, which is attached hereto and incorporated by this reference.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11" EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NONTANGENT CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14" EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NONTANGENT CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NONTANGENT CURVATURE;
19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 77°59'36" EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF 17°27'40", AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH 03°16'34" WEST A LENGTH OF 191.56 FEET;
20. NORTH 05°27'16" EAST, 123.41 FEET TO A POINT OF NONTANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 84°33'45" EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF 84°26'53", AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH 47°40'43" EAST A LENGTH OF 178.76 FEET;
22. NORTH 00°04'57" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.

Parker and Pine Mixed Use Development Planned Development Guide First Amendment

Revised January 11, 2023

Parker and Pine Mixed Use

Development Guide

PAGE

TABLE OF CONTENTS

SECTION I - OBJECTIVE, PURPOSE, INTENT, APPLICATION	1
A. Objective:	1
B. Purpose:	1
C. Intent:	1
D. Application:	2
SECTION II - AUTHORITY	3
A. Authority:	3
B. Adoption:	3
C. Enforcement:	3
D. Relationship to Town Regulations:	3
E. Architectural Control Committee:	3
F. Conflicts:	3
SECTION III - CONTROL PROVISIONS	4
A. Control Over Use:	4
B. Control Over Location and Bulk:	4
C. Incorporation of Development Plan:	4
D. Planning Area Boundaries:	4
SECTION IV - GENERAL PROVISIONS	5
A. Purpose:	5
B. Relationship to the Town of Parker Roadway Design and Construction Criteria Manual, as Amended:	5
C. Conflicts:	5
D. Utility Connections:	5
E. Underground Utility:	5
SECTION V – COMMERCIAL AREA I and II	6
A. Intent:	6
B. Commercial Land Uses Permitted by Right:	6
C. Commercial Land Uses Permitted by Special Review:	7
D. Development Standards:	7
SECTION VI – HIGHWAY ORIENTED COMMERCIAL	8
A. Intent:	8
B. Highway Oriented Commercial Land Uses Permitted by Right:	8
C. Highway Oriented Commercial Land Uses Permitted by Special Review:	8
D. Development Standards:	8
SECTION VII – MIXED RESIDENTIAL	8
A. Intent:	8
B. Residential Land Uses Permitted by Right:	8
C. Development Standards:	8

SECTION I - OBJECTIVE, PURPOSE, INTENT, APPLICATION

A. Objective:

The objective for the Parker and Pine Mixed Use Development is to create a viable commercial center in response to the accelerated development of the E-470 Corridor at the northwestern edge of the Town of Parker. Such a development will offer the opportunity for a blend of office, commercial, hospitality, and multi-family uses.

B. Purpose:

The purpose of the Parker and Pine Mixed Use Planned Development Guide First Amendment (hereinafter sometimes referred to as "Development Guide") is to establish standards for the comprehensive development and improvement of the property. The Development Guide will provide opportunities for innovative design and the necessary flexibility for changing community needs.

C. Intent:

The intent of the Parker and Pine Mixed Use Planned Development is to create better opportunities for community growth within the Town of Parker. This will include a variety of uses including multi-family, office, and commercial development. The Parker and Pine Mixed Use PD provides the development standards that will encourage and promote innovative development to help enhance the character and quality of the Town of Parker.

The intent of the Development Guide is to establish specific criteria for the comprehensive development and improvement of the property. The standards will help guide the development in an orderly manner to provide the residents of Parker with a comfortable place to work, play and shop.

In support of the Town of Parker's 2035 Master Plan, it is the intent of this Development Guide to direct and encourage the following:

1. Provide for commercial, retail, restaurants, entertainment, and higher density residential to support a pedestrian environment;
2. Provide for a well-located mixed-use development that creates a sense of community among those who work, live, and play in the environment;
3. Encourages quality commercial, retail, and services uses that ensure adequate opportunities for future expansion of our economic base in an appropriate location in the community;
4. Encourage innovative approaches to mixed-use development meet the growing demands of the population;
5. Encourage the development of a community incorporating the best features of modern design;
6. Encourages an alternative development type which will minimize the strain on existing and future facilities in and around the Parker and Pine Mixed Use Planned Development. The efficient mixing of uses in the development is intended to reduce vehicle trips and reinforce the walkability of the community;
7. Conserve and enhance the value of the land; and
8. Encourages a sensitive design and layout that integrates the land's natural characteristics to protect the native landscape and topographical features with the built environment of commercial, retail, service, and higher density residential.

PARKER & PINE MIXED USE PD

D. Application:

Standards for development shall apply to all property contained within the Parker and Pine Mixed Use Development that is illustrated on the Development Plan. The regulations and requirements shall become the governing standards for review, approval and modification of all development activities occurring on the site.

Provisions of this guide shall prevail and govern the uses permitted within the area defined as the Parker and Pine Mixed Use PD. This guide only supersedes the specific zoning category, not the Town of Parker's Municipal Code, as amended.

END OF SECTION

SECTION II - AUTHORITY

A. Authority:

The authority for this PD Development Guide is Section 13.04.150. (PD-Planned Development) of the Town of Parker Land Development Ordinance.

B. Adoption:

The adoption of this Development Guide shall evidence the findings and decision of the Town Council of the Town of Parker that this Development Guide for Parker and Pine Mixed Use Planned Development is authorized by the provisions of Section 13.04.150 of the Town of Parker Land Development Ordinance.

C. Enforcement:

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker without any limitation on any power or authority otherwise granted by law. All provisions of this Development Guide shall run in favor of the occupants and owners of the land within the Parker and Pine Mixed Use Planned Development to the extent expressly provided in this Development Guide and in accordance with its terms and conditions.

D. Relationship to Town Regulations:

The provisions of this Development Guide shall prevail and govern the development within the Parker and Pine Mixed Use Planned Development. Where the provisions of the Development Guide do not address a specific subject, the provisions of the Town of Parker Municipal Code, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

E. Architectural Control Committee:

The Parker and Pine development is controlled by an Architectural Control Committee (ACC) whose Design Guidelines are attached as Exhibit A. All development will be subject to review and approval by the Parker and Pine ACC, subject further to Town approval, as provided by the Town of Parker Municipal Code.

F. Conflicts:

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Community Development Director.

END OF SECTION

SECTION III - CONTROL PROVISIONS

A. Control Over Use:

After the adoption of this Development Guide by the Town Council of the Town of Parker and subject to the provisions of Section 13.04.230 (Non-Conforming Situations) and these Development Standards, in conjunction with the Town of Parker Land Development Ordinance, shall control development and land use including the following:

1. Any new building or other structure, and any parcel of land, or land use; and
2. The use of any existing building, other structure or parcel of land may be changed or extended; and
3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan.

For any purpose permitted or required by the provisions of this Development Guide applicable to the area in which the building, other structure or parcel of land is located, and for no other purpose. Such use, change, extension, enlargement, reconstruction, structural alteration, conversion or relocation shall be subject to all other standards and requirements set forth or referred to in the standards and requirements for that area, and to any other applicable standards and requirements of this Development Guide.

B. Control Over Location and Bulk:

After the adoption of this Development Guide by the Town Council of the Town of Parker and subject to the provisions of Section 13.04.230 (Non-Conforming Situations) of the Town of Parker Land Development Ordinance, the location and bulk of all buildings and other structures, existing and future, shall be in conformity with:

1. All standards and requirements set forth or referred to in the standards and requirements for the area in which such buildings and other structures are located; and
2. Any other applicable standards and requirements of this Development Guide.

C. Incorporation of Development Plan:

The development of the "Parker and Pine Mixed Use Planned Development", including the type, location and boundaries of land use areas, the circulation elements, and the densities established by this Development Guide, are shown upon the "Parker and Pine Mixed Use Development Plan" (hereinafter sometimes referred to as "Development Plan"), which Development Plan is hereby incorporated by reference into this Development Guide together with everything shown thereon and all amendments thereto.

D. Planning Area Boundaries:

The boundaries and acreage of all Planning Areas within Parker and Pine Mixed Use Planned Development are shown on the Development Plan.

Amendments to planning areas shall be subject to Section 13.03.030 of the Town of Parker Municipal Code.

END OF SECTION

SECTION IV - GENERAL PROVISIONS

A. Purpose:

The purpose of this section is to provide general provisions and clarifications of standards and requirements for development that will occur in the Parker and Pine Mixed Use Planned Development.

B. Relationship to the Town of Parker Roadway Design and Construction Criteria Manual, as Amended:

Regarding public roadways, all provisions of the Town of Parker Roadway Design and Construction Criteria manual, as amended, and successors thereof, as now in effect and is hereafter amended, are by this reference incorporated herein as if set forth in full.

C. Conflicts:

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standard or requirements shall govern unless determined otherwise by the Community Development Director.

D. Utility Connections:

Connection to Parker Water and Sanitation District facilities shall be required for each principal building constructed in the future within the Parker and Pine Mixed Use Planned Development.

E. Underground Utility:

All electrical and communication distribution lines shall be placed underground.

END OF SECTION

SECTION V – COMMERCIAL AREAS I and II (Planning Areas 1 and 2 on PUD Rezoning Map)

A. Intent:

The Commercial planning areas provide for the opportunity to offer flexibility with the land planning and site development within a defined framework of excellence. The planning areas can be developed with supporting retail, office, and commercial uses. The flexibility in land uses provides the framework to combine supporting uses and allows development to respond to changing market conditions. The development standards will help assure quality improvements in the Town of Parker. The Commercial planning areas will help build a commercial node in the Town of Parker where you can work, shop and play.

All development shall comply with the *Commercial Design Standards* outlined within the *Town of Parker Development Design Standards*, referenced within Section 13.10.200 of the Parker Municipal Code, as amended, unless otherwise stated in these standards.

B. Commercial Land Uses Permitted by Right:

1. Antique Shops
2. Art Supplies
3. Bakeries
4. Banks without drive-through
5. Bars and Lounges
6. Breweries and Distilleries
7. Consignment Stores
8. Clothing Stores
9. Craft and Hobby Shops
10. Daycare no larger than 14,000 square feet, subject to Section V.D.6
11. Drug stores; may include pharmacies
12. Eating and Drinking Establishment; drive in and/or carry out subject to Section V.D.5
13. Electrical and Household Appliances
14. Financial Institutions without drive-through
15. Florists
16. General Merchandise/Retail Sales and Services
17. Gift Shops
18. Grocery Stores
19. Jewelry Stores
20. Liquor Stores
21. Microbrewery
22. Music Shops
23. Offices
24. Office Supplies; may include computer and phone sales
25. Outpatient veterinary facilities where no kenneling of animal is proposed, no larger than 3,500 sq. ft.
26. Personal Service no larger than 3,500 sq. ft.; including dry cleaning services without onsite processing, therapeutic massage, and reflexology
27. Fitness Studio no larger than 3,500 sq. ft.
28. Health Club and spas no larger than 3,500 sq. ft.
29. Instructional services no larger than 3,500 sq. ft.
30. Pet Shops
31. Restaurants and other Eating Establishments
32. Shoe Stores

33. Sporting Goods and Athletic Equipment
34. Toy and Game Stores
35. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director.

C. Commercial Land Uses Permitted by Special Review:

1. Hotels
2. Daycare in excess of 14,000 square feet, subject to V.D.6

D. Development Standards:

1. **Minimum Building Size.** The minimum building square footage on Lot 5 in Commercial Area I is 10,000 square feet. The Community Development Director may approve a reduction in building square footage on Lot 5 to be 8,000 square feet where the following applies:
 - Two 1,000 square foot minimum outdoor patio spaces are incorporated into the design of the building.
 - The development is entirely retail.
 - The development is a multi-tenant building.
2. **Setbacks.** The minimum building setbacks in the Commercial Planning Areas shall be:
 - Front: 10'
 - Side: 10'
 - Rear: 10'
 - Residential Use: 25'
3. **Lot Width.** No lot shall be less than 120 feet (120') wide.
4. **Building Height.** No building within the Commercial Planning Areas shall exceed forty-five (45) feet in height except by special review.
5. **Drive-through Uses.**
 - No more than two (2) drive-through uses shall be permitted within the Commercial Planning Area.
6. **Daycare Use.**
 - No more than 1 daycare use shall be permitted within Commercial Area II only. No daycare use is permitted in Commercial Area I.
7. **Personal Service Uses.**
 - No more than 7,500 sq. ft. personal service uses shall be permitted within Commercial Planning Area 1, unless otherwise approved by the Planning Director.

END OF SECTION

SECTION VI – HIGHWAY ORIENTED COMMERCIAL (Planning Area 3 on the PUD Rezoning Map)

A. Intent:

This section establishes standards for the Highway Oriented Commercial use area designated on the plan, which will provide for planned, orderly development, meeting the automotive and retail needs of the community as it develops.

All development shall comply with the *Commercial Design Standards* outlined within the *Town of Parker Development Design Standards*, referenced within Section 13.10.200 of the Parker Municipal Code, as amended, unless otherwise stated in these standards.

B. Highway Oriented Commercial Land Uses Permitted by Right:

- a. Antique Shops
- b. Art Supplies
- c. Bakeries
- d. Bars and Lounges
- e. Breweries and Distilleries
- f. Car Wash; may include automatic or coin operated as a principal use
- g. Clothing Stores
- h. Convenience Stores; may include sales of gasoline and automotive fuel products
- i. Craft and Hobby Shops
- j. Drug stores; may include pharmacies
- k. Eating and Drinking Establishment; drive in and/or carry out, subject to V.D.5.
- l. Electrical and Household Appliances
- m. Financial Institutions with drive-through
- n. Florists
- o. General Merchandise/Retail Sales and Services
- p. Gift Shops
- q. Grocery Stores
- r. Hotels and motels, including restaurants, gift shops, and other accessories
- s. Indoor Amusement and Recreational Establishments
- t. Jewelry Stores
- u. Liquor Stores
- v. Microbrewery
- w. Music Shops
- x. Offices
- y. Office Supplies; may include computer and phone sales
- z. Personal Service no larger than 3,500 sq. ft.; may include, but are not limited to:
 - aa. Fitness Studio, maximum 3,500 square feet
 - bb. Health Club and spas, maximum 3,500 square feet
 - cc. Instructional services, maximum 3,500 square feet
 - dd. Pet Shops
 - ee. Restaurants and other Eating Establishments
 - ff. Shoe Stores
 - gg. Sporting Goods and Athletic Equipment
 - hh. Toy and Game Stores
 - ii. Veterinary clinics, provided only household, domesticated animals are treated, and there is no provision for overnight kenneling of animals
 - jj. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director

C. Highway Oriented Commercial Land Uses Permitted by Special Review:

- a. Ambulance Services
- b. Automobile sales (new and used), rental and leasing
- c. Automobile and truck service and repair facilities
- d. Sales, leasing and rental of motorized equipment
- e. Emergency Care Facilities
- f. Display Parking of Automotive Vehicles; may include motorcycles, recreational vehicles, and other type of motorized vehicle) for sale with the front or side yard setback of a lot

D. Development Standards:

- a. **Setbacks.** The minimum building setbacks in the Commercial Planning Area shall be determined at time of site plan, but shall not be more than eighty (80') or less than ten feet (10') from public streets.
- b. **Building Height.** No building within the Commercial Planning Area shall exceed forty-five (45) feet in height except by special review.

END OF SECTION

SECTION VII – MIXED RESIDENTIAL (Planning Area 4 on the PUD Rezoning Map)

A. Intent:

The mixed residential planning area provides for the opportunity to offer flexibility with the land planning and site development. The planning area can be developed with variety of high-density residential uses. The land uses allow housing to promote a sustainable mixed-use environment. The residential land use should promote a pedestrian-oriented environment

B. Residential Land Uses Permitted by Right:

- a. Multi-family
- b. Mixed-Use Residential; includes residential above first floor retail/commercial/office
- c. Retail/commercial/office in support
- d. Convenience retail; without gas pumps
- e. Office/professional, accounting, law, consulting
- f. Retail sales
- g. Bar and Lounge
- h. Eating Establishment; without drive-through
- i. Personal Services, not to exceed 3,500 square feet may include, but are not limited to:
- j. Fitness Studio, maximum 3,500 square feet
- k. Health Club and spas, maximum 3,500 square feet
- l. Instructional services, maximum 3,500 square feet
- m. Single-Family Attached; Townhome
- n. Open Space
- o. Public Plazas, Courts and Gathering Spaces
- p. Recreation Center – Club House for private use to serve the residential development
- q. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director.

C. Development Standards:

- a. **Residential Uses.** Not to exceed 175 dwelling units for the Mixed Residential Planning Area.
- b. **Setbacks.** The minimum building setbacks in the Residential Planning Area shall be determined at time of site plan, but shall not be more than eighty (80') or less than ten feet (10') from public streets.
- c. **Building Height.** No building within the Mixed Residential Planning Area shall be exceed four (4) stories or sixty feet (60) feet in height, whichever is more restrictive. Building height is limited to three stories for buildings adjacent to Twenty Mile Road.
- d. **Minimum Lot Area.** None.
- e. **Personal Service Uses.** No more than 6,000 square feet of personal service uses shall be permitted within the commercial planning areas. At the discretion of the Planning Director, this may be increased by 25% to a maximum of 7,500 square feet provided that:
 1. There is a minimum of 10% floor space dedicated to a retail component of the personal service use or
 2. The specific use proposed is not available within a ½ mile radius of the development.

END OF SECTION

Parker & Pine Mixed Use Development Design Standards

Revised 10-28-2022

Purpose

The Parker & Pine Mixed Use Development is a future mixed-use center at the E-470 Corridor at the northwestern edge of the Town of Parker. Such a development will offer the opportunity for a blend of office, commercial, hospitality, and multi-family uses. This document's purpose is to describe and explain an overview of the building and design standards for such structures (the "PD Standards"). This document is in compliance with the Town of Parker's Development Design Standards adopted November 2019 (the "Town Design Standards"). In the event of a conflict with the Town Design Standards and the PD Standards, the Town's Design Standards shall control. For information regarding urban and site design, and for further details on each of the sections presented below please refer to the Town of Parker's Development Design Standards.

The primary objectives in establishing these development guidelines are:

- o To create consistency in materials and architectural design throughout the development.
- o To achieve a harmony of each building and area of development with neighboring buildings and areas of development.
- o To ensure a well-planned and well-maintained development at this important entry intersection to the Town of Parker.
- o To improve the visual image of the Town along one of its most heavily used arterials.
- o To promote a pedestrian friendly suburban environment in order to create a high quality livable community that embraces the principals of smart growth.
- o To create a greater sense of place and heritage within the Town by requiring commercial and industrial development to be designed in a manner that is germane to the Town as a whole.

In order to facilitate the development process, it is encouraged that each property owner provide their project architect, contractor and engineers with a copy of the PD Standards.

Pine and Parker Mixed Use Development Standards

Purpose: To create a composition of buildings that are high-quality, well-scaled, appropriate for their contexts, relative to human scale, sustainable and timeless.

A. Building Composition and Elements

Intent:

Organize the basic elements of a building such as walls and openings, to create a recognizable rhythm, increase visual interest and create a pedestrian-friendly environment at the street level.

Standards:

1. Bays – Buildings shall include a cadence of bays that is continuous throughout the façade creating a balanced design. Two or three bays should be selected to be larger and taller in scale. Their parapets should extend a minimum of **24"** past the overall building parapet heights. Parapets shall also be aligned with the vertical breaks in building walls and/or tenant walls. The pattern of bays, walls, and opening should be expressed in all sides of the building.
2. Fenestration - To activate the street and create visual interest, arrange windows and other openings with transparent features to include clear glazing on each façade of the building. See Town Design Standards for required transparency percentages of the ground-floor level façade.
3. Form and Massing – This design breaks down massing vertically and horizontally with bays, parapet variations and a consistent height for rainscooting, storefront, and trellis-style awnings. The front façade of each tenant space is to be primarily storefront to achieve street activation and pedestrian-scaled building design. Varied parapet roof lines are to be implemented to add visual interest. These PD Standards contain a variety of colors and materials which should alternate throughout building to avoid dull and repetitive façades. Materials described further on last page. Since these are multi-tenant buildings, there shall be vertical massing breaks at tenant party walls with changes in the plane of the facade of the building sufficient to create a visible shadow line.
4. Equipment - Mechanical and utility equipment must be screened. It shall not be visible from any street or pedestrian way.

B. Approaches to Composition

Intent:

Encourage diversity in the design of buildings and streetscapes that facilitate walking and pedestrian activity. The following options for building composition are appropriate and meet the Town Design Standards.

Standards:

1. This site will be designed under Option 1 of the Town Composition Standards - Composing a Building as a Single Design contained in the Town Design Standards. The constant color palette across the building includes stucco, beige and grey brick and EIFs (no more than 30% in the front façade) and massing broken down with a change in material as an accent (wood-tone and grey siding). Complementary design features and materials are trellis-style awnings at each tenant space in grey or black metal. Note: this document describes selected colors generically. A list of specific suggested finished can be found on the next section.
2. Trellis-Style Awnings will serve as overhangs at entries that will protrude a minimum of 2 feet beyond the supporting wall.
3. Lot 1, at the northeast corner of the site, shall provide a minimum of 2,000 SF of active outdoor space for a multi-tenant building or 1,000 SF of active outdoor space for a single tenant building. Other tenant spaces that are conducive to outdoor seating (such as restaurants and coffee shops) are encouraged to also provide outdoor spaces. Determining the tenant spaces where it is appropriate to include such an outdoor space will be dependent on the type of service provided and whether end users will benefit and make use of an outdoor option, and ultimately be decided on a case by case basis at the discretion of the Town. Specific size and locations of these potential outdoor spaces or patios will be agreed upon between the Town and the future tenant.
4. Under the Parker Municipal Code, commercial buildings have a maximum height requirement of **35 feet**. Under the Town Design Standards, buildings are required to have taller massing with a minimum height of 25 feet along the entire façade adjacent to a public roadway with the higher traffic volume. The taller massing must have a depth of at least 20 feet.

Exterior Building Palette

These PD Standards contain authentic high quality building materials from a variety of manufacturers. Please see details on the next section. The selected materials include brick, EIFs (no more than 30%), lap siding, metal, stucco and storefront. This result is an aesthetically-pleasing design that integrates surface texture and detailing that help reduce the building massing (both vertically and horizontally).

The application of these building materials must be applied and articulated in a balanced manner to complement the building design. The additional accent materials: Lap siding and metal are intended to provide architectural interest and provide for a balanced building design. Any deviation from this list of materials requires approval from the Architectural Control Committee (ACC) and must be in compliance with the Town Design Standards.

A. Exterior Building Material Requirements

Intent:

Present an image of high-quality and permanence to ensure that the buildings on this site are well-designed, durable in the Colorado climate and will complement the surrounding context.

Standards

1. Masonry Base Requirements

These PD Standards encourage the use of brick or stone for the entire height of certain bays. In lieu of this, or in addition to, these standards require brick wainscoting throughout all sides of the buildings to create a base-middle-top visual proportion.

2. Window and Storefront Requirements

All windows must be a true window product and not a faux window. Faux windows are not permitted on any commercial or industrial building design. Window mullions shall match the color palette described in this document and must be complementary to the building design. Additionally storefront walls at the entry of each tenant space shall be **10ft** in height to convey human scale.

3. Exterior Insulation Finishing System (EIFS) Requirement

EIFS shall not be used as a primary building material and shall only be used as an accent application on any building façade. It may be used in combination with other exterior building materials on the side and rear of the building, and shall comprise no more than **30%** of the total street facing façade. EIFS may be used on upper floors of buildings three stories or greater in height and shall comprise no more than 30% of the total street facing façade and shall be applied as color integrated, with a high quality finish/texture when used on any building facade.

EIFS Alternative Compliance: (Building Façade Material Incentive)

If an applicant includes exceptionally designed building elements constructed of high quality materials on the first two stories of the building, as determined by the Planning Director, the applicant may qualify for **25%** increase to the EIFS and Stucco requirement.

B. Selected Materials and color palettes

Intent:

Exterior color palettes shall be cohesive and compatible with the colors of nearby structures and shall be used to enhance, unify, and complement the building design.

Wall Materials:

Blonde Brick

Grey Siding

Two-tone “wood-looking” siding

EIFs

Stucco

Stone

Awnings:

Black + Grey trellis style awnings or Canvas style awnings.

Storefront: Black + Clear

Black

Anodized Aluminum

Glazing

Parapets:

Metal coping pre-finished to match adj. wall

Trellis:

Grey or Black Metal

Overall Colors:

Base: Beige or Bone China

Accents: Grey, Black, Wood, Sandcastle

Columns/Pilasters:

EIFs and blonde brick

Stucco and Eagle Buff stone

Doors/Windows:

Black metal framing

Grey Metal

Glazing

Color to accommodate national corporate branding, provided all requirements of the Town Design Standards are met

Proposed specified finishes:

- Brick: Interstate Brick; Almond; by Basalite – Or similar in style
- Brick: Interstate Brick; Platinum; by Basalite – Or similar in style
- Metal: Black (06) and Charcoal (17) 26 gauge; matte finish; by Metal Sales – Or similar in style
- EIFs: 110 VanDyke Sand Pebble and 139 Adobe Accent ; Self-draining system; by Dryvit – Or similar in style
- Lap Siding: Hardie Board Siding; River Rock two-tone finish; Rustic series collection by Woodtone – Or similar in style
- Lap Siding: Hardie Board Siding; Aged Silver; Color Select collection by Woodtone – Or similar in style
- Stone Wainscot: Sculptured Brick, Eagle Buff Dry-Stacked by Coronado Stone – Or similar in style
- Paint: DEW339 Bone China - Or similar in style
- Paint: DEC740 Sandcastle - Or similar in style

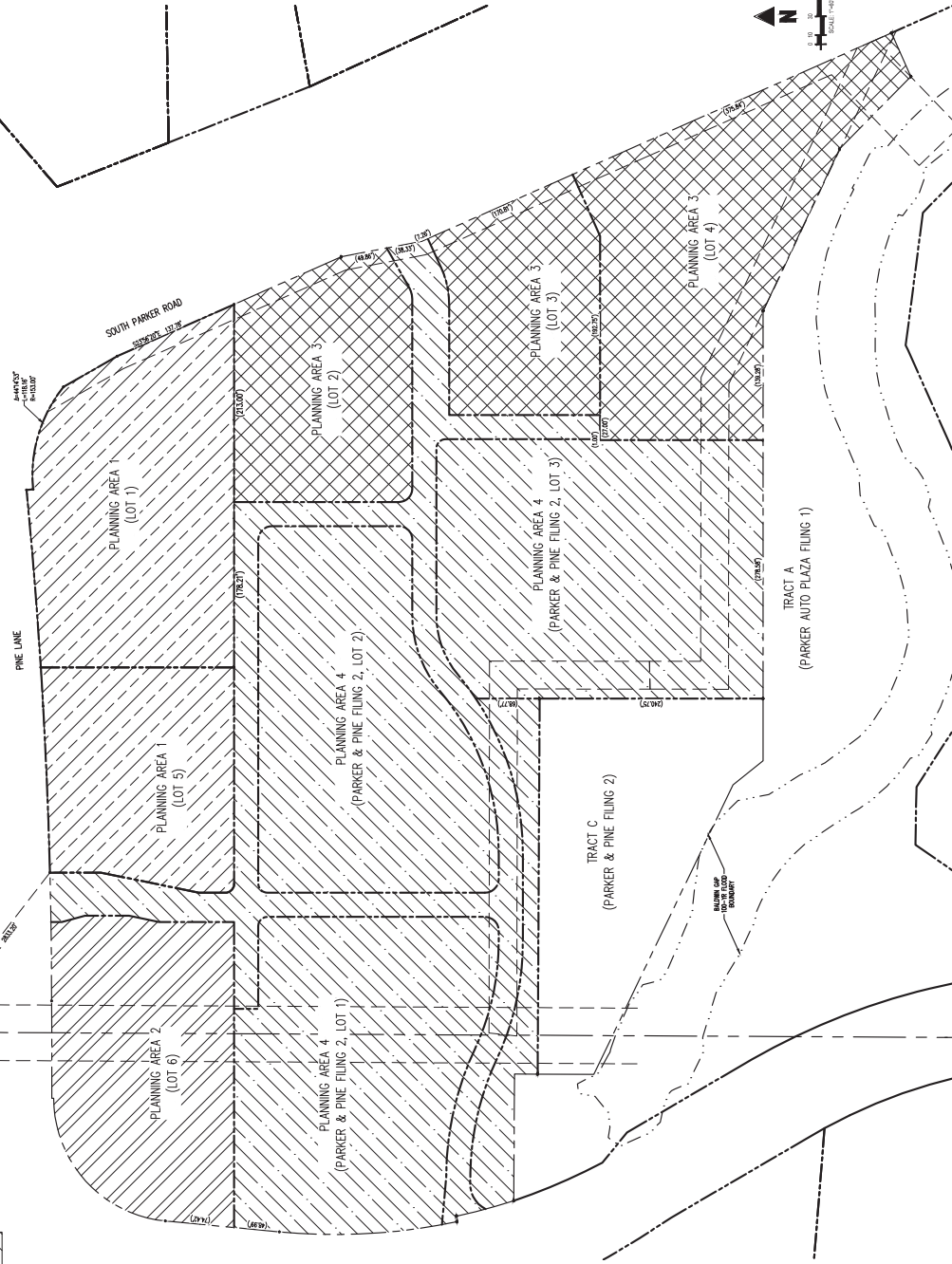
These standards will allow a brand or franchise to add up to two (2) of their own branding colors as minor accents. These color deviations related to branding shall be minimal and accessory in nature. This is to encourage brands to still be able to convey their signature palette while also honoring the overall cohesive design intent of the site.

PARKER AND PINE PLANNED DEVELOPMENT - DEVELOPMENT PLAN FIRST AMENDMENT

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND

PROPERTY LINE	PA - 1 (COMMERCIAL)	PA - 2 (COMMERCIAL)	PA - 3 (SHOPPING ORIENTED COMMERCIAL)	PA - 4 (UNIM. RESIDENTIAL)
PA - 1 (COMMERCIAL)	[Pattern]	[Pattern]	[Pattern]	[Pattern]
PA - 2 (COMMERCIAL)	[Pattern]	[Pattern]	[Pattern]	[Pattern]
PA - 3 (SHOPPING ORIENTED COMMERCIAL)	[Pattern]	[Pattern]	[Pattern]	[Pattern]
PA - 4 (UNIM. RESIDENTIAL)	[Pattern]	[Pattern]	[Pattern]	[Pattern]



ZONING MAP EXHIBIT

PLANNING AREA	SQ. FT.	ADRES	PERCENT	*OTS INCLUDED
PA-1 COMMERCIAL	189,273	17,284	17.28	LOTS 1 & 5
PA-2 COMMERCIAL	60,211	1,384	8.39	LOT 6
PA-3 HIGHWAY ORIENTED COMMERCIAL	165,482	3,959	23.88	LOTS 2, 3 & 4
PA-4 MID-RESIDENTIAL	194,537	8,643	50.38	LOT 7
TOTAL PLANNING AREA	494,469	15,060	100%	



Request for Town Council Action

Date: February 21, 2023

Submitted By: Julia Duncan, Associate Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **TRACT Q - Annexation and Zoning**
Applicant: Town of Parker
Location: Generally located on the east side of Chambers Road south of Mainstreet
Department: Community Development, Bryce Matthews
TRAKiT ANX22-007 and Z22-022
No.:

EXECUTIVE SUMMARY

The Town plans to annex and zone the subject property, known as Tract Q, for future open space use. The two (2) proposed ordinances are necessary to complete the annexation and zoning. The Town also proposes an Exemption Plat to create a legal lot of record.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Prior Action

On January 3, 2023, the Town Council approved Resolution No. 23-006 that determined the subject property is eligible for annexation into the Town and set the second reading for the annexation ordinance on February 21, 2023.

Background

The Town of Parker acquired the subject property, known as Tract Q, from Shea Homes, L.P. in April 2022 for future open space use. The property has a total area of 20.25 acres and is located at the southeastern corner of the intersection of Mainstreet and Chambers Road at a major gateway into Parker from the west. The Town plans to extend the Newlin Gulch Trail through Tract Q and will preserve the balance as open space. To accomplish this, the Town must annex the property and zone it with an OS - Open Space designation.

Tract Q is a remnant parcel within the Douglas County Meridian International Business Park Planned Development (PD), Filing 7. The County originally planned, zoned and platted for open space use as a part of the large Meridian PD that has been under development for the past 25+ years. Shea Homes, L.P. developed the area to the west of Tract Q and Chambers Road with

housing as the Stepping Stone residential community. They conveyed Tract Q to the Town at no cost and contributed \$208,000 for the construction of the future Newlin Gulch Trail segment through the property.

Zoning and Planning

Tract Q is proposed to be zoned to OS - Open Space at the time of annexation as required by the Town Charter. The proposed annexation and zoning is consistent with the Parker 2035 Master Plan because Tract Q is located within the Town's Planning Area, is identified in the 2022 Three-Mile Area Plan and is recommended for future annexation in the Master Plan. The staff review of the submitted Annexation Map indicates that the subject property satisfies the contiguity requirement of the Municipal Annexation Act of 1965 pursuant to C.R.S. § 31-12-104(a).

The Planning Commission held a public hearing on January 26, 2023 and recommended that the Town Council approve the proposed zoning.

Exemption Plat

The property is currently platted in the County as Meridian Tract Q. Along with the annexation and zoning the Town desires to establish an Exemption Plat in Town known as the Newlin Gulch Open Space Exemption Plat to create a legal lot of record.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. PC Staff Report Z22-022
2. Vicinity Map
3. Annexation Tract Q Map 2022
4. Resolution No. 23-008
5. Ordinance No. 2.283
6. Annexation Plat Map
7. Ordinance No. 3.369
8. Zoning Map
9. Resolution No. 23-009

RECOMMENDED MOTION

1. I move to approve Resolution No. 23-008.
2. I move to approve Ordinance No. 2.283 on second reading.
3. I move to approve Ordinance No. 3.369 on second reading.

4. I move to approve Resolution No. 23-009.



Planning Commission Staff Report

Planning Commission Date: 1/26/2023

Town Council Date: 2/21/2023

Hearing Type: Public Hearing
Meridian Tract Q Open Space Zoning
TRAKiT No.: Z22-022

Location: Generally located on the east side of Chamber Road south of Mainstreet

Project Planner: Bryce Matthews, Assistant Director - Planning

Applicant(s): Brett Collins, Town of Parker Parks, Recreation and Open Space Department

Executive Summary: The Town of Parker is proposing to zone a 20.25 acre parcel, known as Meridian Tract Q to OS - Open Space in coordination with annexing the property into the Town.

Staff Recommendation: Approval

RECOMMENDED MOTION

1. *"I move the Planning Commission recommend Town Council approve the zoning."*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the zoning to a future date."

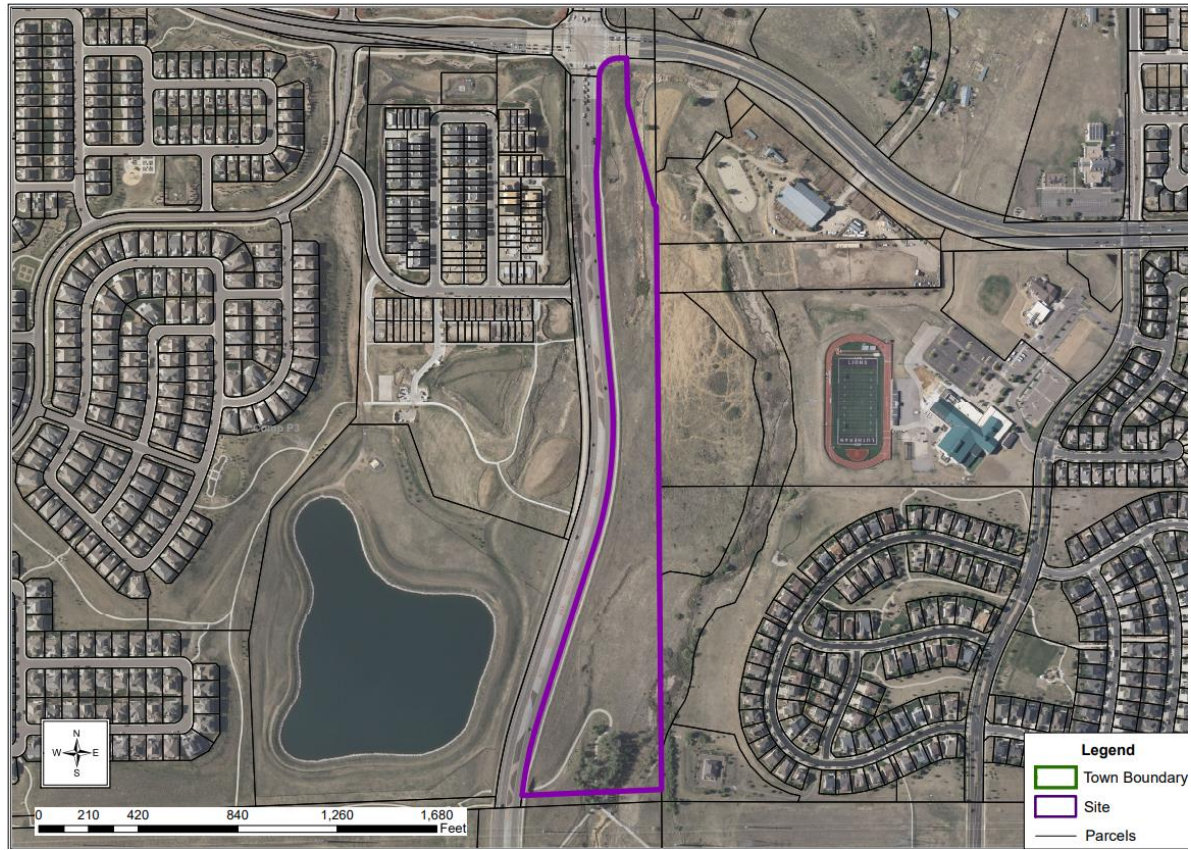
I. BACKGROUND/DISCUSSION

The Town purchased the Meridian Tract Q on April 6, 2022 to preserve as open space and to construct a missing section of the Newlin Gulch Regional Trail. Tract Q was originally platted and reserved as open space in Douglas County as a part of the Meridian International Business Center Filing No. 7 development.

The proposed zoning before you is running concurrently with an annexation into the Town.

As required by the Town Charter, this property is required to be zoned at the time of annexation. The Town is proposing to zone the 20.25 acre property to OS-Open Space.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
April 6, 2022	Town purchases Tract Q

III. CURRENT SITE DATA

Existing Zoning	Douglas County PD- Planned Development
Overlay District	N/A
PD & Plan Area	Open Space
Master Plan Area	Medium Density Residential
Site Acreage	20.25 acres
Subdivision	Meridian International Business Center Filing No. 7, Tract Q
Existing Use	Undeveloped property
Surrounding Uses	

	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Vacant future single family residential – Newlin Crossing
South	Medium Density Residential	PD - Planned Development	Xcel Power Line right of way
East	Medium Density Residential	PD - Planned Development	Lutheran High School
West	Douglas County	Douglas County Zoning	Residential – Meridian/Stepping Stone

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medium Density Residential: Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. The Character Area also contemplates other community assets such as open space and trails.
Consistent Goals/Strategies	Land Use 1.D Land Use 1.E Natural Resource Protection 1 Open Space and Recreation 2 Open Space and Recreation 2.A Open Space and Recreation 3 Open Space and Recreation 3.A
Staff Analysis	The subject properties are located within the Medium Density Residential Character Area of the Town. This area is intended to provide a mix of housing options within the Town, as well as provide other community assets such as places of worship, schools, open space, parks and trails. This request is consistent with the specific Goals /strategies of the Master Plan and the Open Space, Trails and Greenways Master Plan for the following reasons: 1. The proposed zoning will preserve open space in alignment with Chapter 13 of the Master Plan and the recommendations of the Open Space, Trails and Greenways Master Plan.

	2. The proposed zoning will support the future construction of a portion of a missing trail link noted in the Open Space, Trails and Greenways Master Plan.
--	---

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	N/A. The proposed zoning is for open space	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Residential housing up to 3.5 dwelling units per acre and supporting uses including open space and trails.	Open space	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	Not applicable	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan and the Open Space, Trails and Greenways Master Plan for the allowed uses. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Primary access to this site will be from the Newlin Gulch Regional Trail. If vehicular access is needed to the site in the future, access would be from Chambers Road.

VII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Staff Analysis

The Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occur concurrently with annexation requests.

Compliance with the Parker 2035 Master Plan is further described in Section IV. Parker 2035 Master Plan located above in this report.

Based on this analysis, staff has determined that this criterion has been met.

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

Staff Analysis

The property will provide a regional trail corridor identified in the PROS Master Plan and an open space buffer to Newlin Gulch.

Based on this analysis, staff has determined that this criterion has been met.

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

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

Staff Analysis

The property is currently zoned PD-Planned Development with Douglas County and was designated as an open space within the PD. The Town of Parker acquired the Newlin Gulch Open Space property from Shea Homes through a Special Warranty Deed in 2022. As part of the acquisition, the Town agreed to build the regional trail connection and utilize the property as open space.

Based on this analysis, staff has determined that this criterion has been met.

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

Staff Analysis

Access to the site will be through the Newlin Gulch Regional Trail. The property is not currently planned to have vehicular access. If vehicular access is necessary in the future, the site is located adjacent to Chambers Road.

Based on this analysis, staff has determined that this criterion has been met.

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

Staff Analysis

There will be additional maintenance costs incurred on an annual basis. These costs are accounted for in the Town's Parks, Recreation and Open Space Department budget.

Based on this analysis, staff has determined that this criterion has been met.

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

Staff Analysis

The primary purpose of the property will be the preservation as open space, preservation will not negatively impact the environment. The proposed trail will not significantly impact the environment. The site is vegetated with natural grasses and is outside the Riparian Conservation Zone. Town maintenance on the site will enhance the grasses and mitigate weeds.

Based on this analysis, staff has determined that this criterion has been met.

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

The proposed project is consistent with the goals and policies of the Town's Master Plan, including the Open Space, Trails and Greenways Master Plan dated July 12, 2010 as further described in Section IV. Parker 2035 Master Plan located above in this report.

Based on this analysis, staff has determined that this criterion has been met.

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

No utilities are currently proposed for the property or necessary for the use of the property as open space.

Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments
Aztec Consultants	No Comment
Douglas Country Planning	No Comment
Douglas County Assessor	No Comment
Parker Comprehensive Planning	The property is located within the Town's Medium Density Residential Character Area. Supporting uses such as open space and trails are recommended.
Xcel	No Comment.
IREA	Approved
Newlin Meadows HOA	No Comment
Regency HOA	No Comment

IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code. The application has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance.

Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

X. RECOMMENDED CONDITIONS

None

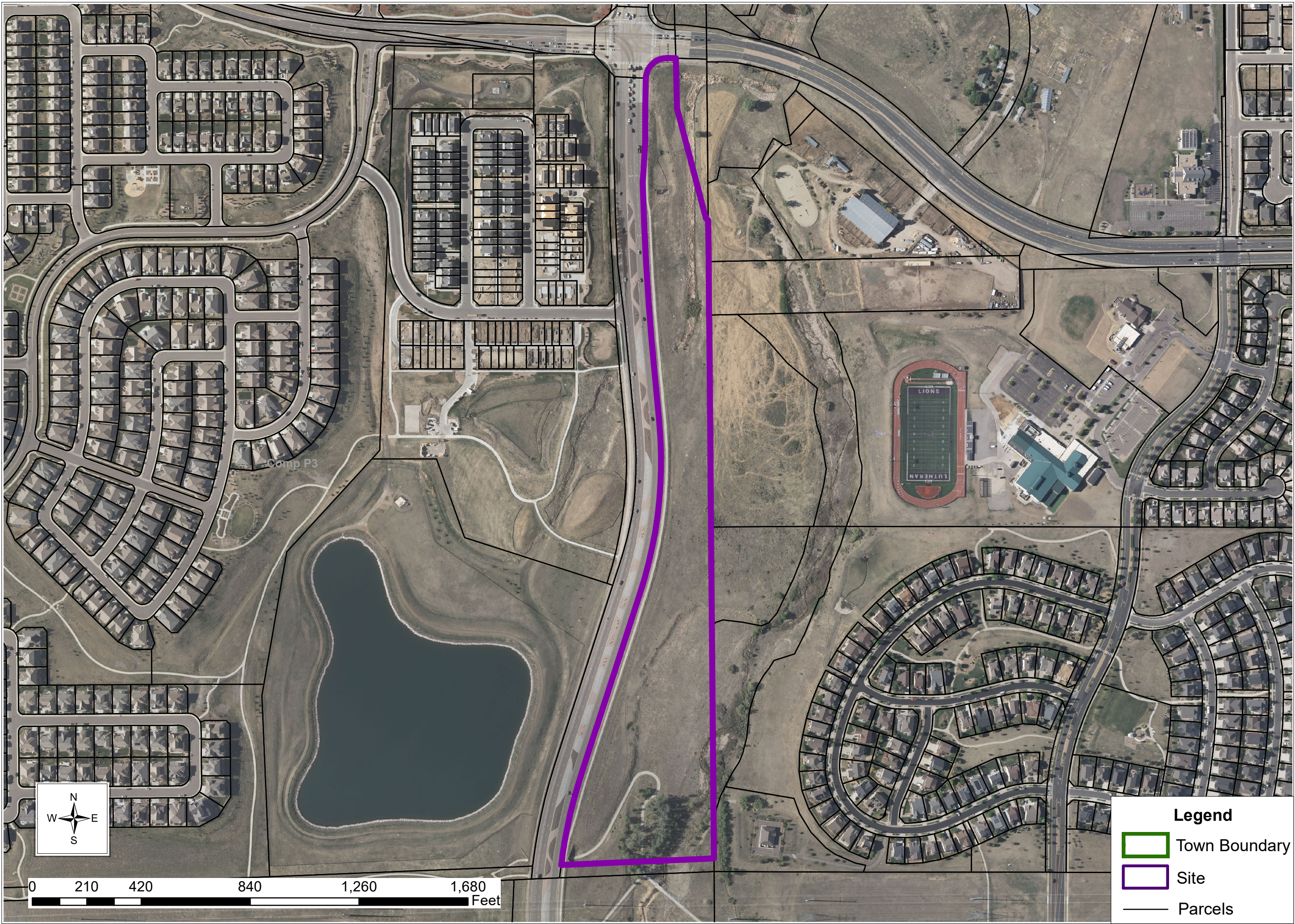
XI. ATTACHMENTS

1. Zoning Map

Report Approved By: Bryce Matthews, Assistant Director - Planning

Vinicity Map

Meridian Tract Q



Site Vicinity Map



Conceptual Alignment of the
Newlin Gulch Trail Coupled with
the Chambers Road Sidewalk





Underpass Crossing



Looking North to
Mainstreet



Looking South to
the East-West Trail

RESOLUTION NO. 23 -008, Series of 2023

TITLE: A RESOLUTION TO ESTABLISH THE FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE ELIGIBILITY OF THE TOWN-OWNED TRACT Q PROPERTY FOR ANNEXATION

WHEREAS, pursuant to C.R.S. § 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 that property described in attached **Exhibit A** 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 described in attached Exhibit A has been adopted by the Town Council pursuant to C.R.S. § 31-12-105(1)(e).

Section 2. The property is solely owned by the Town of Parker, and the area is eligible for annexation, as set forth in C.R.S. §§ 31-12-104(1)(a) and 31-12-105.

Section 3. No election is required pursuant to C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 4. 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 5. The entire width of any street or alley to be annexed is included within the annexation.

Section 6. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of C.R.S. § 31-12-106, as amended.

Section 7. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, County of Douglas, State of Colorado

ORDINANCE NO. 2.283, Series of 2023

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF CONTIGUOUS UNINCORPORATED
TERRITORY KNOWN AS THE TOWN-OWNED TRACT Q PROPERTY**

WHEREAS, the property described in attached **Exhibit A**, being in the County of Douglas, State of Colorado, is owned solely by the Town of Parker and is not solely a public street or right-of-way;

WHEREAS, the Town Council of the Town of Parker, Colorado, as required by law, determined the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, 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 and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 4. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. 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 6. 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 7. This Annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

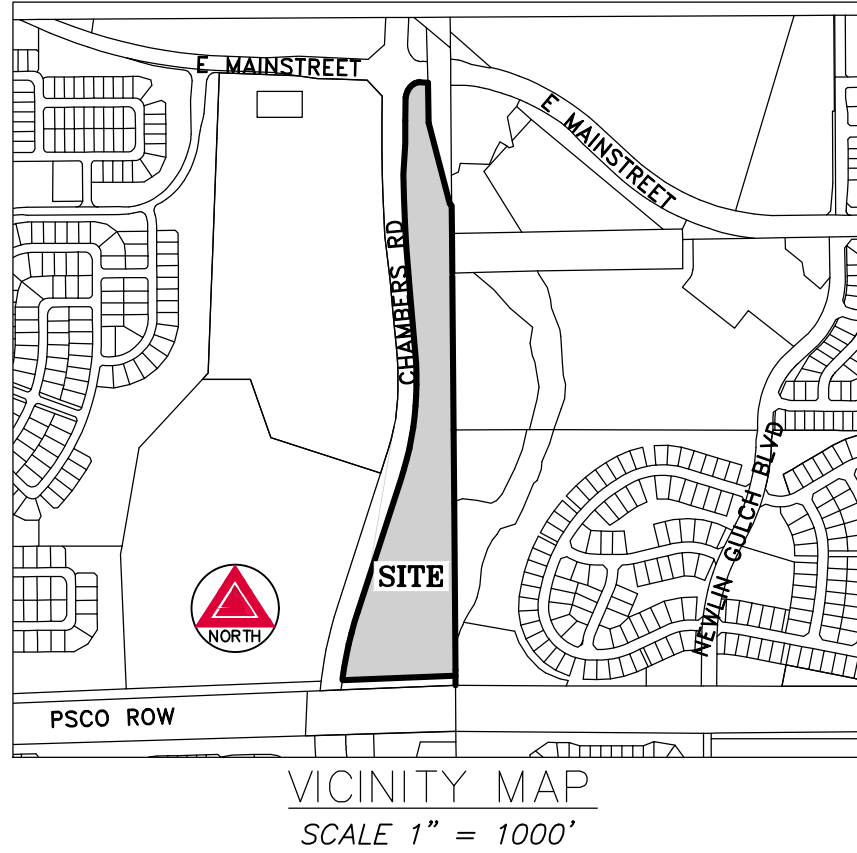
Kristin S. Hoffmann, Town Attorney

EXHIBIT A

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, County of Douglas, State of Colorado

TRACT Q, MERIDIAN INTERNATIONAL
BUSINESS CENTER, FILING NO. 7
ANNEXATION TO THE TOWN OF PARKER
A PARCEL LOCATED IN THE EAST HALF OF SECTION 19,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



LEGAL DESCRIPTION

TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

CONTAINING AN AREA OF 20.250 ACRES, (882,068 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. BASIS OF BEARINGS

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°31'09" WEST.

2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.

3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2023.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, KARL D. SZYSZYŃSKI, A LICENSED 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, INFORMATION, 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.

KARL D. SZYSZKOSKI
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 3869
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

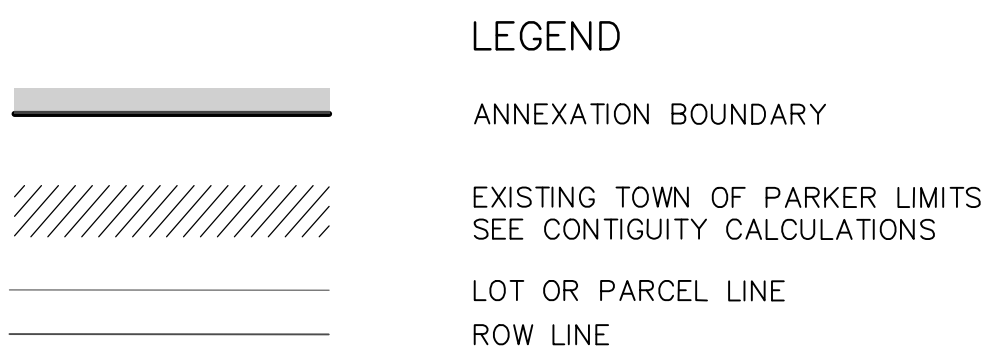
NOTICE:
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____
2023 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER



LEGEND

ANNEXATION BOUNDARY

EXISTING TOWN OF PARKER LIMITS
SEE CONTIGUITY CALCULATIONS

LOT OR PARCEL LINE
ROW LINE

[illegible]

Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com



AZIET
CONSULTANTS, INC.

E 1/2 SEC. 19, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

PREPARED FOR
TOWN OF PARKER
20120 E. MAIN STREET, PARKER, CO 80138

SHEET	
1	
OF	1 SHEETS
24922-06	
B NO.	

ORDINANCE NO. 3.369, Series of 2023

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE TOWN-OWNED TRACT Q PROPERTY TO OS-OPEN SPACE DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit A** within the Town of Parker, Colorado, as OS-Open Space District, pursuant to the Town of Parker Land Development Ordinance.

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

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

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

e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to OS-Open Space District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned OS-Open Space District as provided in the Town of Parker Land Development Ordinance.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this

Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, County of Douglas, State of Colorado

RESOLUTION NO. 23-009, Series of 2023

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE TOWN-OWNED TRACT Q PROPERTY FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

WHEREAS, the Town Council may, pursuant to resolution, exempt from the definition of the terms "subdivision" and "subdivided land," any division of land if the Town Council determines that such is not within the purposes of the Town of Parker Land Development Ordinance;

WHEREAS, the Town owns certain real property located within the Town and commonly known as Tract Q, which property is more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Town desires to plat the Property as one (1) lot, which is described in **Exhibit B**, which is attached hereto and incorporated by this reference.

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

Section 1. The Town Council hereby exempts the plat of the land that results from creating a legal lot of record for real property described in Exhibit A from the definition of the terms "subdivision" and "subdivided land" as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the Subdivision Exemption Plat for the Town Harvie Open Space, Subdivision Exemption Plat, which is attached as Exhibit B (the "Subdivision Exemption Plat").

Section 3. The Town Council hereby authorizes the Mayor and Town Clerk to execute the Subdivision Exemption Plat and directs the Town Clerk to record the Subdivision Exemption Plat with the Douglas County Clerk and Recorder's Office.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, County of Douglas, State of Colorado

EXHIBIT B

NEWLIN GULCH OPEN SPACE EXEMPTION PLAT

A REPLAT OF TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7,
A PART OF THE EAST HALF OF SECTION 19,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
20.25 ACRES - 1 NON-RESIDENTIAL LOT

LEGAL DESCRIPTION

PER FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE REPORT NO. 100-40014982-010-702, AMENDMENT NO. 2, WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2022 AT 7:00 A.M.
TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7,
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 NEWLIN GULCH OPEN SPACE EXEMPTION PLAT. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE EASEMENTS 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 DISCLOSED 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 ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY POLE, BASED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON, WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM HAZARD. THE UNDERSIGNED GRANTS THE TOWN OF PARKER THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE CREATION, MAINTENANCE, OPERATION AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. THE TOWN 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.

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 CONVEY SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. § 1531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

TOWN OF PARKER

MAYOR, TOWN OF PARKER

ATTEST:

TITLE VERIFICATION

I/WE, FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE INDICATED(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-40014982-010-702, AMENDMENT NO. 2, WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2022 AT 7:00 A.M.

BY:

TITLE:

DATE:

STATE OF COLORADO

COUNTY OF

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY _____

AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES:

NOTARY PUBLIC

TOWN COUNCIL CERTIFICATE

TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7 IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL, AND/OR WHERE APPLICABLE, THE PLANNING DIRECTOR AND THE DIRECTOR OF ENGINEERING 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 PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2005057700.

COMMUNITY DEVELOPMENT DIRECTOR, TOWN OF PARKER

DATE

DIRECTOR OF PUBLIC WORKS/ENGINEERING, TOWN OF PARKER

DATE

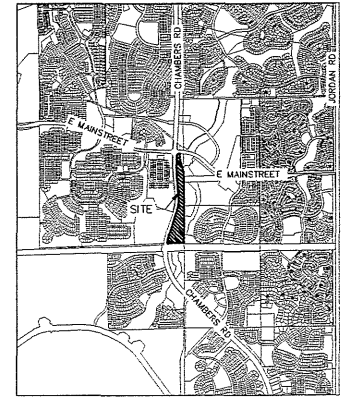
LAND SUMMARY CHART:

LOT	AREA (SF)	AREA (AC)	LAND USAGE	OWNERSHIP
LOT 1	17,513	762,878	PUBLIC	PUBLIC
ROW	2,736	119,191	ROW	PUBLIC
TOTAL	20,249	882,069	ROW = RIGHT-OF-WAY	

MONUMENT SYMBOL LEGEND

FOUND SECTION CORNER AS DESCRIBED

- SET NO. 5 X 1/8" REBAR WITH 1-1/4" GREEN PLASTIC CAP STAMPED "AZTEC PLS 38691"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 25645"
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC INC. PLS 5447"
- FP - FLOOD PLAIN BOUNDARIES



VICINITY MAP
SCALE 1" = 300'

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREON LIES WITHIN ZONE AE, SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION AND OTHER AREAS - ZONE X AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 080302034A, MAP REVISED DECEMBER 2, 2021.

GENERAL NOTES

- BASES OF BEARINGS - BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 (NAD 83, 2011) REFERENCED TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR SOUTH 00°00'00" EAST, A DISTANCE OF 2,995.63 FEET.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3657 METERS.
- FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE REPORT NO. 100-40014982-010-702, AMENDMENT NO. 2 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2022 AT 7:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING EASEMENT(S) AND ENCUMBRANCE(S). THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHT(S)-OF-WAY, EASEMENT(S), OR OTHER MATTERS OF PUBLIC RECORD.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFILES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMITS A CLASS TWO MISDEMEANOR PURSUANT TO 18-4-508 CRS.

SURVEYOR'S CERTIFICATE

I, KARL D. SZYDZIKOWSKI, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF NEWLIN GULCH OPEN SPACE EXEMPTION PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 28TH DAY OF MAY, 2022, 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 GREEN), AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID REPLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2023

KARL D. SZYDZIKOWSKI, LICENSED PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 38691

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.3.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO

COUNTY OF DOUGLAS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D.

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____

DOUGLAS COUNTY CLERK AND RECORDER



DEVELOPER
TOWN OF PARKER

20126 E. MAIN STREET
PARKER, COLORADO
(720) 421-9063

DATE OF PREPARATION: 04-14-2022
SCALE: 1" = 50'
SHEET 1 OF 1



Request for Town Council Action

Date: February 21, 2023

Submitted By: Kelsey Hall, Assistant Town Attorney
Jim Maloney, Assistant Town Attorney
Alex Mestdagh, Engineering Service Manager
Bryce Matthews, Assistant Director - Planning

Reviewed By: Michelle Kivela, Town Manager

Title: Tanterra Filing No. 1

Department: Town Attorney, Kelsey Hall
Town Attorney, Jim Maloney
Community Development, Bryce Matthews
Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

North Parker Investments, LLC ("NPI"), the owner of the Anthology North property, is requesting a partial waiver of the Town's subdivision regulations (the "Partial Waiver") related to the proposed final plat for Tanterra Filing No. 1 (the "Final Plat"), which is part of the Anthology North property. As a part of the request for a Partial Waiver, the Town Council will also need to address the Final Plat, Subdivision Agreement for Tanterra Filing No. 1 (the "Subdivision Agreement"), the Seventh Amendment to the Amended and Restated Stroh/Hess Annexation Agreement (the "7th Amendment"), and the Assignment and Assumption Agreement for the Tanterra Filing No. 1 Subdivision Agreement (the "Assignment Agreement").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Final Plat provides for the dedication of rights-of-way for Chambers Road, Stroh Road and related collector roads to the Town (Great Plain Way, Tammy Lane, Standing Elk Drive, She Wolf Drive and Bramwell Drive), the creation of 17 tracts for open space and parks, and the creation of six (6) tracts for future residential development (the "Development Tracts"). The Subdivision Agreement requires the property owner to construct Chambers Road and the collector roads that will serve the Development Tracts. Town staff administratively approved the Final Plat on October 10, 2022; provided that there were no changes to the Final Plat or Subdivision Agreement after October 10, 2022 (the "Administrative Approval").

The builder that was going to purchase the Development Tracts recently withdrew from the purchase of these Tracts. Despite the withdrawal of the builder, NPI desires to move forward with the Final Plat and Subdivision Agreement; provided that the Town (1) consents to the

assignment of the obligation to construct the public improvements under the Subdivision Agreement, including Chambers Road, to a limited liability company that does not own any of the real property described in the Final Plat (the “Developer”); and (2) fully releases NPI from the obligation to construct the public improvements under the Subdivision Agreement, including Chambers Road (the “NPI Request”). NPI will retain ownership of the Development Tracts if the Town Council approves the NPI Request.

Under the Town’s subdivision regulations, which are contained in Sections 13.07.080 and 13.07.150 of the Parker Land Development Ordinance (the “LDO”), the owner of land that is being subdivided is required to sign the plat and the subdivision agreement, and construct the public improvements described in the subdivision agreement. The NPI Request is contrary to the subdivision regulations contained in the LDO, because NPI is requesting that a nonlandowner be responsible for constructing public improvements associated with the Final Plat. However, Town Council is authorized to waive the LDO requirement that NPI, as the landowner, must construct the public improvements described in the Subdivision Agreement; provided that the Town Council deems the NPI Request to be in the public interest and does not impair the intent and purposes of the LDO. The attached Partial Waiver Resolution provides the factual basis for a Town Council determination that the public interest will be served by the construction of Chambers Road and the partial waiver will not impair the intent and purposes of the LDO (the “Partial Waiver Resolution”).

In order to satisfy the NPI Request, the Subdivision Agreement will need to be changed, which change will negate the October 10, 2022, Administrative Approval of the Final Plat and the Subdivision Agreement. As a result, the Director of Community Development and the Director of Engineering/Public Works (the “Directors”) made the decision as provided by the LDO to push up the Final Plat and Subdivision Agreement to Town Council for its consideration. The Directors recommend that Town Council approve the Final Plat and Subdivision Agreement, subject to the Town Council approving the Partial Waiver Resolution.

Additionally, to satisfy the NPI Request, the Town Council will need to consent to the Assignment Agreement, which approves the assignment of the Subdivision Agreement to the Developer and the Developer assumes the obligation to construct the public improvements described in the Subdivision Agreement. The Assignment Agreement also releases NPI from the obligation to construct the public improvements described in the Subdivision Agreement.

Finally, NPI signed the 7th Amendment, which the Town required as a condition to Town Council considering the approval of the NPI Request. The 7th Amendment is between the Town and NPI. The purpose of the 7th Amendment is to authorize the Town to seek reimbursement from NPI or future owner(s) of the Anthology North property, if the Town completes Chambers Road, due to a default by the Developer. The 7th Amendment authorizes the Town to withhold building permits and future plat approvals until reimbursed.

In order to fully address the NPI Request, the Town Council will need to approve (1) the Partial Waiver Resolution, (2) the Final Plat, (3) Subdivision Agreement; (4) the resolution consenting to the Assignment and Assumption Agreement, and (5) the 7th Amendment.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 23-012
2. Final Plat
3. Subdivision Agreement
4. Resolution No. 23-013
5. Seventh Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)

RECOMMENDED MOTION

1. I move to approve Resolution No. 23-012.
2. I move to approve the Tanterra Filing No. 1 Final Plat, based on staff findings.
3. I move to approve the Subdivision Agreement Tanterra Filing No. 1, based on staff findings.
4. I move to approve Resolution No. 23-013.
5. I move to approve the Seventh Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property).

RESOLUTION NO. 23-012, Series of 2023

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.07.080 OF THE PARKER MUNICIPAL CODE TO ALLOW A DEVELOPER THAT IS NOT THE OWNER OF THE REAL PROPERTY SUBJECT TO THE TANTERRA FILING NO. 1 FINAL PLAT TO ASSUME THE OBLIGATIONS TO COMPLETE THE PUBLIC IMPROVEMENTS DESCRIBED IN THE SUBDIVISION AGREEMENT FOR TANTERRA FILING NO. 1

WHEREAS, Section 13.07.080 of the Parker Municipal Code requires the owner of real property that is the subject of a final plat to enter into a subdivision agreement to complete the public improvements associated with such final plat;

WHEREAS, North Parker Investments, LLC, (“NPI”) owns the real property that is the subject of the Tanterra Filing No. 1 Final Plat (the “Final Plat”);

WHEREAS, NPI entered into a subdivision agreement with the Town (the “Subdivision Agreement”) to construct the public improvements associated with the Final Plat (the “Public Improvements”);

WHEREAS, NPI desires to assign the Subdivision Agreement to Tanterra Development, II, LLC (the “Developer”), which includes the obligation to construct the Public Improvements on real property dedicated to the Town, while NPI retains ownership of the remaining real property subject to the Final Plat, including five (5) development tracts (the “Tracts”);

WHEREAS, the Developer will have no ownership interest in the real property that is the subject of the Final Plat;

WHEREAS, the Cherry Creek South Metropolitan District No. 5 (the “District”) issued bonds to finance the construction of the Public Improvements;

WHEREAS, the construction of the Public Improvements will be secured by a financial guarantee agreement (the “Financial Guarantee Agreement”), whereby the District will deposit with the Town funds in an amount equal to 110% of the estimated cost to construct the Public Improvements (the “Funds”) and the Town will disperse the Funds to the Developer as the Public Improvements are constructed, while retaining 20% of the Funds until the Public Improvements are constructed and accepted by the Town;

WHEREAS, the Developer will be required under the Subdivision Agreement to design and construct Chambers Road, as a full 6-lane roadway. Prior to the issuance of any residential building permit within the Tracts, the initial one-half of Chambers Road (Hess Road to Bramwell Drive) (the “Initial One-Half of Chambers Road”) must be constructed and receive probationary acceptance from the Town (“Probationary Acceptance of the Initial One Half of Chambers Road”). The remaining one-half of Chambers Road will be constructed within one year of Probationary Acceptance of the Initial One-Half of Chambers Road (the “Remaining One-Half of Chambers Road”);

WHEREAS, the Town will not issue any building permits for the Tracts until Probationary Acceptance of the Initial One-Half of Chambers Road;

WHEREAS, if the Remaining One-Half of Chambers Road is not constructed within one year of Probationary Acceptance of the Initial One-Half of Chambers Road, the Town may withhold residential building permits within the Tracts until the Remaining One-Half of Chambers Road is constructed;

WHEREAS, in the event the Developer fails to construct the Initial One-Half of Chambers Road and/or the Remaining One-Half of Chamber Road as provided by the Subdivision Agreement, the Town may complete Chambers Road and withhold the issuance of permits and additional plat approvals until the Town is reimbursed for the actual cost to complete Chambers Road (the "Town Right of Reimbursement");

WHEREAS, the Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title;"

WHEREAS, the completion of Chambers Road within the time period specified in the Subdivision Agreement is a significant improvement to the Town's transportation system and a significant public benefit to the residents of the Town and the traveling public (the "Public Interest");

WHEREAS, the risk of allowing NPI to assign the Subdivision Agreement to the Developer is mitigated by (i) the Financial Guarantee Agreement, (ii) the Town's remedies of withholding permits and plat approvals, and (iii) and the Town Right of Reimbursement; and

WHEREAS, the Town Council has considered the request by NPI and desires to approve the partial waiver finding that the Public Interest as described herein outweighs the risk, as mitigated by (i) the Financial Guarantee Agreement, (ii) the Town's remedies of withholding permits and plat approval, and (iii) and the Town Right of Reimbursement.

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

Section 1. The Town Council, based on the Recitals contained in this Resolution, approves the partial waiver of Section 13.07.080 of the Parker Municipal Code to allow NPI to assign the Subdivision Agreement to the Developer.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent or purposes of the Parker Land Development Ordinance.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 22

TOTAL ACREAGE = 223.214 ACRES, 1 LOT, 23 TRACTS

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

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBIATE 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

NORTH PARKER INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

BY: ANTHOLOGY MANAGEMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: SCOTT A. SELDIN, SOLE MEMBER

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ATTEST:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____.

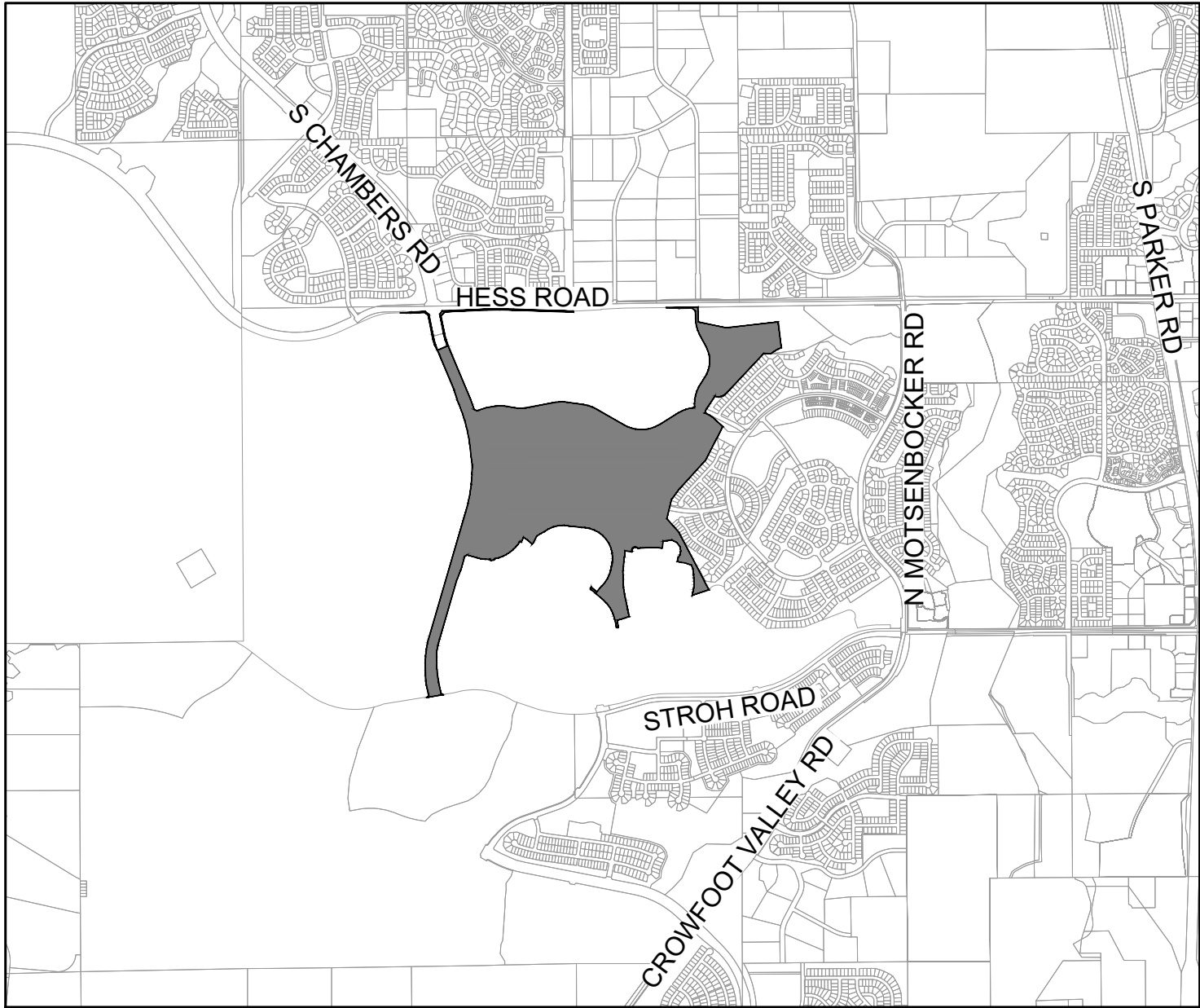
BY SCOTT A. SELDIN, AS SOLE MEMBER OF ANTHOLOGY MANAGEMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF NORTH PARKER INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

UTILITY EASEMENT ACKNOWLEDGEMENT:

THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.



VICINITY MAP

SCALE: 1" = 2500'

SHEET INDEX

SHEET 1	COVER SHEET & TRACT TABLES
SHEET 2	LEGAL DESCRIPTION
SHEET 3	NOTES
SHEET 4	OVERALL SHEET
SHEET 5	SHEET LAYOUT
SHEETS 6-21	PLAT SHEETS
SHEET 22	LINE & CURVE TABLES

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	1,379,514 S.F.	31.669 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	130,715 S.F.	3.001 AC	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
C	108,096 S.F.	2.482 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
D	655,594 S.F.	15.050 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
E	62,853 S.F.	1.443 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
F	18,125 S.F.	0.416 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
G	61,864 S.F.	1.420 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
H	130,662 S.F.	3.000 AC	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
I	343,792 S.F.	7.892 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
J	911,734 S.F.	20.931 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
K	216,940 S.F.	4.980 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
L	197,185 S.F.	4.527 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
M	276,017 S.F.	6.336 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
N	72,712 S.F.	1.669 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
O	362,571 S.F.	8.323 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
P	916,231 S.F.	21.034 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
Q	181,051 S.F.	4.156 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
R	873,420 S.F.	20.051 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
S	8,420 S.F.	0.193 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
T	7,907 S.F.	0.182 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
U	342,106 S.F.	7.854 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
V	55,599 S.F.	1.276 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
W	273,994 S.F.	6.290 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY CHART

TYPE	SQ. FT.	NET AREA	% OF TOTAL AREA
POOL LOT	29,007 S.F.	0.666 AC	0.30%
FUTURE RESIDENTIAL DEVELOPMENT	3,896,270 S.F.	89.447 AC	40.07%
OPEN SPACE AREAS	2,057,555 S.F.	47.235 AC	21.16%
PARK LAND	1,633,277 S.F.	37.494 AC	16.80%
ROAD RIGHTS OF WAY	2,107,103 S.F.	48.372 AC	21.67%
TOTAL	9,723,212 S.F.	223.214 AC	100%

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JULY 8, 2021

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION _____ DATE _____

TITLE VERIFICATION:

WE, COMMONWEALTH LAND TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS SHOWN IN TITLE COMMITMENT NO. 450-H0662455-023-CN4, AMENDMENT NO. 2.

SIGNATURE _____

BY: _____

AS: _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____

AS _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVAL OF TOWN COUNCIL:

THIS PLAT WAS APPROVED BY TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF

PARKER, COLORADO, ON THE _____ DAY OF _____, 20_____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

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

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

MAYOR, TOWN OF PARKER _____

ATTEST: _____ TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, PATRICK M. STEENBURG, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF TANTERRA FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20_____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____.

PATRICK M. STEENBURG, PLS NO. 38004
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20_____, A.D.,

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

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

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 22

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28286, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 22561, IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2866.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°17'08" EAST, A DISTANCE OF 2541.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES TO FOLLOW SAID RIGHT OF WAY;

1. NORTH 87°45'28" EAST, A DISTANCE OF 127.03 FEET;
2. NORTH 73°52'11" EAST, A DISTANCE OF 31.67 FEET;
3. NORTH 87°45'49" EAST, A DISTANCE OF 244.10 FEET;
4. SOUTH 51°33'08" EAST, A DISTANCE OF 75.88 FEET;
5. SOUTH 10°52'07" EAST, A DISTANCE OF 323.05 FEET, TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS SOUTH 11°22'38" EAST, 22.83 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF THAT CERTAIN RIGHT OF WAY ACQUISITION RECORDED AT RECEPTIONS NUMBER 2005038076 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID RIGHT OF WAY ACQUISITION;

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 10°43'55", AN ARC LENGTH OF 240.69 FEET, THE CHORD OF WHICH BEARS SOUTH 17°10'45" EAST, 240.34 FEET, TO A POINT OF NON-TANGENCY;
2. THENCE NORTH 67°22'59" EAST, A DISTANCE OF 170.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°43'56", AN ARC LENGTH OF 208.85 FEET, THE CHORD OF WHICH BEARS NORTH 17°10'05" WEST, 208.55 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID HESS ROAD AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING SEVEN (7) COURSES TO FOLLOW SAID SOUTHERLY RIGHT OF WAY;

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 19.81 FEET, THE CHORD OF WHICH BEARS NORTH 11°22'38" WEST, 19.81 FEET TO A POINT OF TANGENCY;
2. NORTH 10°52'07" WEST, A DISTANCE OF 296.76 FEET;
3. NORTH 38°28'36" EAST, A DISTANCE OF 65.35 FEET;
4. NORTH 87°47'34" EAST, A DISTANCE OF 712.83 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5861.50 FEET, A CENTRAL ANGLE OF 04°19'26", AN ARC LENGTH OF 427.24 FEET, THE CHORD OF WHICH BEARS NORTH 89°55'39" EAST, 427.14 FEET TO A POINT OF NON-TANGENCY;
6. SOUTH 87°54'37" EAST, A DISTANCE OF 829.56 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 03°01'05", AN ARC LENGTH OF 124.35 FEET, THE CHORD OF WHICH BEARS SOUTH 89°25'11" EAST, 124.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33. SAID POINT BEING A POINT OF NON-TANGENCY;

THENCE SOUTH 00°04'20" EAST, ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2375.50 FEET, A CENTRAL ANGLE OF 03°00'47", AN ARC LENGTH OF 124.92 FEET, THE CHORD OF WHICH BEARS NORTH 89°25'01" WEST, 124.90 FEET;

THENCE NORTH 87°54'37" WEST, A DISTANCE OF 829.52 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5646.50 FEET, A CENTRAL ANGLE OF 04°19'27", AN ARC LENGTH OF 426.16 FEET, THE CHORD OF WHICH BEARS SOUTH 89°55'40" WEST, 426.06 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 87°47'34" WEST, A DISTANCE OF 667.62 FEET;

THENCE SOUTH 45°19'49" WEST, A DISTANCE OF 92.67 FEET;

THENCE SOUTH 10°52'07" EAST, A DISTANCE OF 267.66 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 11°39'56", AN ARC LENGTH OF 223.97 FEET, THE CHORD OF WHICH BEARS SOUTH 16°42'05" EAST, 223.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 22°32'03" EAST, A DISTANCE OF 924.29 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 03°37'28", AN ARC LENGTH OF 177.12 FEET, THE CHORD OF WHICH BEARS SOUTH 20°43'19" EAST, 177.09 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 63°03'20" EAST, A DISTANCE OF 41.57 FEET;

THENCE NORTH 72°48'29" EAST, A DISTANCE OF 179.64 FEET;

THENCE NORTH 81°55'39" EAST, A DISTANCE OF 122.60 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 20°38'52", AN ARC LENGTH OF 198.20 FEET, THE CHORD OF WHICH BEARS SOUTH 89°35'23" EAST, 197.13 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 79°15'57" EAST, A DISTANCE OF 119.81 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 21°08'07", AN ARC LENGTH OF 173.37 FEET, THE CHORD OF WHICH BEARS SOUTH 89°50'00" EAST, 172.38 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79°35'56" EAST, A DISTANCE OF 480.79 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 18°44'00", AN ARC LENGTH OF 192.91 FEET, THE CHORD OF WHICH BEARS NORTH 88°57'56" EAST, 192.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°40'04" EAST, A DISTANCE OF 264.36 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 21°40'17", AN ARC LENGTH OF 223.16 FEET, THE CHORD OF WHICH BEARS SOUTH 70°49'55" EAST, 221.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 59°59'46" EAST, A DISTANCE OF 501.70 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 61°35'09", AN ARC LENGTH OF 601.93 FEET, THE CHORD OF WHICH BEARS NORTH 89°12'39" EAST, 573.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 58°25'04" EAST, A DISTANCE OF 356.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 25°44'59", AN ARC LENGTH OF 247.18 FEET, THE CHORD OF WHICH BEARS NORTH 71°17'34" EAST, 245.11 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°24'05", AN ARC LENGTH OF 29.11 FEET, THE CHORD OF WHICH BEARS NORTH 42°28'00" EAST, 26.61 FEET;

THENCE NORTH 00°45'58" EAST, A DISTANCE OF 45.23 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 32°33'56", AN ARC LENGTH OF 338.47 FEET, THE CHORD OF WHICH BEARS NORTH 17°02'56" EAST, 333.93 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33°19'54" EAST, A DISTANCE OF 122.96 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 61°09'18", AN ARC LENGTH OF 501.66 FEET, THE CHORD OF WHICH BEARS NORTH 02°45'15" EAST, 478.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27°49'24" WEST, A DISTANCE OF 231.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 27°04'47", AN ARC LENGTH OF 259.95 FEET, THE CHORD OF WHICH BEARS NORTH 14°17'00" WEST, 257.53 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°44'37" WEST, A DISTANCE OF 121.86 FEET;

THENCE NORTH 45°44'35" WEST, A DISTANCE OF 70.71 FEET;

THENCE SOUTH 89°15'27" WEST, A DISTANCE OF 218.09 FEET;

THENCE NORTH 86°30'36" WEST, A DISTANCE OF 203.24 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID HESS ROAD;

THENCE NORTH 89°15'27" EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 511.08 FEET TO THE NORTHWEST CORNER OF TRACT N, SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 2020020677 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

LEGAL DESCRIPTION: (CONTINUED)

THENCE THE FOLLOWING EIGHTEEN (18) COURSES TO FOLLOW THE WESTERLY BOUNDARY OF SAID SUNMARKE FILING NO. 1A:

1. SOUTH 01°31'33" EAST, A DISTANCE OF 235.08 FEET;
2. SOUTH 77°48'21" EAST, A DISTANCE OF 445.82 FEET;
3. NORTH 83°44'15" EAST, A DISTANCE OF 845.21 FEET;
4. SOUTH 08°40'12" EAST, A DISTANCE OF 413.80 FEET;
5. SOUTH 65°33'49" WEST, A DISTANCE OF 67.52 FEET;
6. SOUTH 58°33'38" WEST, A DISTANCE OF 65.91 FEET;
7. SOUTH 57°11'36" WEST, A DISTANCE OF 61.94 FEET;
8. NORTH 86°57'34" WEST, A DISTANCE OF 107.52 FEET;
9. SOUTH 43°24'16" WEST, A DISTANCE OF 865.45 FEET, TO A POINT OF CURVATURE;
10. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 67°56'30", AN ARC LENGTH OF 207.52 FEET, THE CHORD OF WHICH BEARS SOUTH 72°57'10" WEST, A DISTANCE OF 195.57 FEET, TO A POINT OF NON-TANGENCY;
11. SOUTH 34°13'40" WEST, A DISTANCE OF 242.54 FEET;
12. SOUTH 22°22'40" WEST, A DISTANCE OF 69.76 FEET;
13. SOUTH 67°27'35" EAST, A DISTANCE OF 22.58 FEET, TO A POINT OF CURVATURE;
14. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 20°57'22", AN ARC LENGTH OF 170.07 FEET, THE CHORD OF WHICH BEARS SOUTH 57°02'51" EAST, A DISTANCE OF 169.13 FEET, TO A POINT OF TANGENCY;
15. SOUTH 46°37'36" EAST, A DISTANCE OF 125.80 FEET, TO A POINT OF CURVATURE;
16. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 03°44'11", AN ARC LENGTH OF 21.85 FEET, THE CHORD OF WHICH BEARS SOUTH 48°26'41" EAST, A DISTANCE OF 21.84 FEET;
17. SOUTH 46°17'42" EAST, A DISTANCE OF 25.20 FEET;
18. SOUTH 27°14'29" WEST, A DISTANCE OF 203.54 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 7TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074962 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 7TH AMENDMENT, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 27°16'26" WEST, A DISTANCE OF 405.89 FEET;
2. SOUTH 42°38'10" WEST, A DISTANCE OF 600.62 FEET;
3. SOUTH 37°08'18" WEST, A DISTANCE OF 217.28 FEET;
4. SOUTH 13°57'41" WEST, A DISTANCE OF 115.84 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 6TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074956 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 6TH AMENDMENT THE FOLLOWING THREE (3) COURSES:

1. SOUTH 13°57'41" WEST, A DISTANCE OF 203.08 FEET;
2. SOUTH 41°04'28" EAST, A DISTANCE OF 298.72 FEET;
3. SOUTH 27°30'01" EAST, A DISTANCE OF 875.15 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, 1ST AMENDMENT, RECORDED AT RECEPTION NUMBER 2019032140 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 17C, 1ST AMENDMENT, SOUTH 27°38'24" EAST, A DISTANCE OF 154.56 FEET;

THENCE THE FOLLOWING NINETY-SIX (96) COURSES TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2011077256 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER:

1. SOUTH 72°10'26" WEST, A DISTANCE OF 279.45 FEET;
2. NORTH 12°21'26" EAST, A DISTANCE OF 55.69 FEET;
3. NORTH 09°34'05" EAST, A DISTANCE OF 55.69 FEET;
4. NORTH 06°46'44" EAST, A DISTANCE OF 55.69 FEET;
5. NORTH 01°30'57" WEST, A DISTANCE OF 55.81 FEET;
6. NORTH 02°08'56" WEST, A DISTANCE OF 55.44 FEET;
7. NORTH 02°57'42" WEST, A DISTANCE OF 50.06 FEET;
8. NORTH 06°39'52" WEST, A DISTANCE OF 89.79 FEET;
9. NORTH 20°10'53" WEST, A DISTANCE OF 65.50 FEET;
10. NORTH 69°05'54" WEST, A DISTANCE OF 106.52 FEET;
11. NORTH 82°27'13" WEST, A DISTANCE OF 64.42 FEET;
12. NORTH 77°48'34" WEST, A DISTANCE OF 66.15 FEET;
13. NORTH 09°55'55" EAST, A DISTANCE OF 50.00 FEET;
14. NORTH 30°53'43" EAST, A DISTANCE OF 63.57 FEET;
15. NORTH 12°50'03" EAST, A DISTANCE OF 62.00 FEET;
16. NORTH 08°34'18" WEST, A DISTANCE OF 72.73 FEET;
17. NORTH 36°16'10" WEST, A DISTANCE OF 80.25 FEET;
18. NORTH 62°36'33" WEST, A DISTANCE OF 93.81 FEET;
19. SOUTH 81°05'48" WEST, A DISTANCE OF 86.67 FEET;
20. SOUTH 89°08'59" WEST, A DISTANCE OF 53.89 FEET;
21. SOUTH 05°47'03" WEST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1732.50 FEET, A CENTRAL ANGLE OF 11°59'12", AN ARC LENGTH OF 362.45 FEET, THE CHORD OF WHICH BEARS SOUTH 89°47'27" WEST, 361.79 FEET;
23. SOUTH 83°47'51" WEST, A DISTANCE OF 12.84 FEET, TO A POINT OF CURVATURE;
24. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°48'10", AN ARC LENGTH OF 29.88 FEET, THE CHORD OF WHICH BEARS NORTH 74°48'04" WEST, 29.19 FEET, TO A POINT OF CURVATURE;
25. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 150°51'05", AN ARC LENGTH OF 136.91 FEET, THE CHORD OF WHICH BEARS SOUTH 51°10'29" WEST, 100.65 FEET;
26. NORTH 83°03'47" WEST, A DISTANCE OF 115.00 FEET;
27. SOUTH 03°48'53" WEST, A DISTANCE OF 49.95 FEET;
28. SOUTH 09°53'41" WEST, A DISTANCE OF 53.69 FEET;
29. SOUTH 05°34'56" WEST, A DISTANCE OF 214.46 FEET;
30. SOUTH 00°13'40" EAST, A DISTANCE OF 160.74 FEET;
31. SOUTH 03°29'05" EAST, A DISTANCE OF 53.59 FEET;
32. SOUTH 05°14'42" EAST, A DISTANCE OF 53.59 FEET;
33. SOUTH 07°00'20" EAST, A DISTANCE OF 53.59 FEET;
34. SOUTH 09°16'08" EAST, A DISTANCE OF 53.58 FEET;
35. SOUTH 11°35'09" EAST, A DISTANCE OF 253.93 FEET;
36. SOUTH 11°13'28" EAST, A DISTANCE OF 50.00 FEET;
37. SOUTH 13°49'20" EAST, A DISTANCE OF 63.69 FEET;
38. SOUTH 72°27'32" WEST, A DISTANCE OF 150.00 FEET;
39. SOUTH 74°58'53" WEST, A DISTANCE OF 50.48 FEET;
40. SOUTH 08°56'20" EAST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
41. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 01°46'03", AN ARC LENGTH OF 9.64 FEET, THE CHORD OF WHICH BEARS SOUTH 81°56'41" WEST, 9.64 FEET;
42. SOUTH 82°49'42" WEST, A DISTANCE OF 1.01 FEET, TO A POINT OF CURVATURE;
43. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87°38'35", AN ARC LENGTH OF 30.59 FEET, THE CHORD OF WHICH BEARS NORTH 53°21'00" WEST, 27.70 FEET, TO A POINT OF CURVATURE;
44. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1135.00 FEET, A CENTRAL ANGLE OF 09°48'57", AN ARC LENGTH OF 194.45 FEET, THE CHORD OF WHICH BEARS NORTH 14°26'12" WEST, 194.21 FEET, TO A POINT OF CURVATURE;
45. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 29°40'29", AN ARC LENGTH OF 282.27 FEET, THE CHORD OF WHICH BEARS NORTH 34°10'55" WEST, 278.12 FEET;
46. NORTH 49°01'09" WEST, A DISTANCE OF 263.55 FEET, TO A POINT OF CURVATURE;
47. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°56'27", AN ARC LENGTH OF 31.40 FEET, THE CHORD OF WHICH BEARS NORTH 04°02'58" WEST, 28.27 FEET;
48. NORTH 40°55'18" EAST, A DISTANCE OF 10.02 FEET;
49. SOUTH 49°01'09" EAST, A DISTANCE OF 115.00 FEET;
50. NORTH 40°58'51" EAST, A DISTANCE OF 120.00 FEET;
51. NORTH 42°38'40" EAST, A DISTANCE OF 63.11 FEET;
52. NORTH 34°46'28" EAST, A DISTANCE OF 79.37 FEET;
53. NORTH 25°22'41" EAST, A DISTANCE OF 79.37 FEET;
54. NORTH 17°26'05" EAST, A DISTANCE OF 71.55 FEET;
55. NORTH 12°09'12" EAST, A DISTANCE OF 68.50 FEET;
56. NORTH 10°25'10" EAST, A DISTANCE OF 69.97 FEET;
57. NORTH 03°53'57" EAST, A DISTANCE OF 50.04 FEET;
58. NORTH 04°12'19" WEST, A DISTANCE OF 92.61 FEET;
59. NORTH 14°03'36" WEST, A DISTANCE OF 79.37 FEET;
60. NORTH 23°27'23" WEST, A DISTANCE OF 79.37 FEET;
61. NORTH 32°51'11" WEST, A DISTANCE OF 79.37 FEET;
62. NORTH 42°14'58" WEST, A DISTANCE OF 79.37 FEET;
63. NORTH 51°38'45" WEST, A DISTANCE OF 79.37 FEET;
64. NORTH 61°02'33" WEST, A DISTANCE OF 79.37 FEET;
65. NORTH 70°26'20" WEST, A DISTANCE OF 79.37 FEET;
66. NORTH 79°41'08" WEST, A DISTANCE OF 77.36 FEET;
67. NORTH 85°27'28" WEST, A DISTANCE OF 60.03 FEET;
68. NORTH 83°32'55" WEST, A DISTANCE OF 209.09 FEET;
69. NORTH 82°46'00" WEST, A DISTANCE OF 67.80 FEET;

LEGAL DESCRIPTION: (CONTINUED)

70. SOUTH 87°32'26" WEST, A DISTANCE OF 86.03 FEET;
71. SOUTH 77°21'11" WEST, A DISTANCE OF 86.03 FEET;
72. SOUTH 67°09'56" WEST, A DISTANCE OF 86.03 FEET;
73. SOUTH 56°58'41" WEST, A DISTANCE OF 86.03 FEET;
74. SOUTH 63°09'49" WEST, A DISTANCE OF 66.28 FEET;
75. SOUTH 57°50'26" WEST, A DISTANCE OF 65.35 FEET;
76. SOUTH 28°32'32" WEST, A DISTANCE OF 150.83 FEET, TO A POINT OF CURVATURE;
77. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 07°44'33", AN ARC LENGTH OF 101.35 FEET, THE CHORD OF WHICH BEARS NORTH 49°49'56" WEST, 101.27 FEET;
78. NORTH 53°46'59" WEST, A DISTANCE OF 78.46 FEET;
79. SOUTH 26°12'30" WEST, A DISTANCE OF 86.31 FEET, TO A POINT OF CURVATURE;
80. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 81°12'59" WEST, 28.28 FEET;
81. SOUTH 36°12'59" WEST, A DISTANCE OF 31.04 FEET, TO A POINT OF CURVATURE;
82. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 42°31'09", AN ARC LENGTH OF 448.97 FEET, THE CHORD OF WHICH BEARS SOUTH 57°28'34" WEST, 438.74 FEET, TO A POINT OF CURVATURE;
83. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS SOUTH 35°54'54" WEST, 27.19 FEET;
84. SOUTH 83°05'39" WEST, A DISTANCE OF 55.00 FEET, TO A POINT OF CURVATURE;
85. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS NORTH 49°43'35" WEST, 27.19 FEET, TO A POINT OF CURVATURE;
86. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 18°55'33", AN ARC LENGTH OF 199.84 FEET, THE CHORD OF WHICH BEARS NORTH 83°05'03" WEST, 198.94 FEET;
87. NORTH 73°37'16" WEST, A DISTANCE OF 165.10 FEET;
88. SOUTH 61°22'44" WEST, A DISTANCE OF 42.43 FEET;
89. SOUTH 16°22'44" WEST, A DISTANCE OF 230.93 FEET;
90. SOUTH 21°40'08" WEST, A DISTANCE OF 162.69 FEET;
91. SOUTH 16°22'44" WEST, A DISTANCE OF 994.47 FEET, TO A POINT OF CURVATURE;
92. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1415.00 FEET, A CENTRAL ANGLE OF 08°09'11", AN ARC LENGTH OF 201.35 FEET, THE CHORD OF WHICH BEARS SOUTH 12°18'08" WEST, 201.18 FEET;
93. SOUTH 00°14'24" EAST, A DISTANCE OF 174.12 FEET, TO A POINT OF CURVATURE;
94. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 13°05'57", AN ARC LENGTH OF 320.08 FEET, THE CHORD OF WHICH BEARS SOUTH 05°23'25" EAST, 319.38 FEET;
95. SOUTH 11°56'24" EAST, A DISTANCE OF 171.94 FEET, TO A POINT OF CURVATURE;
96. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°20'36", AN ARC LENGTH OF 53.35 FEET, THE CHORD OF WHICH BEARS SOUTH 55°36'41" EAST, 48.34 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY.

THENCE SOUTH 80°43'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 270.29 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 92°39'24", AN ARC LENGTH OF 56.60 FEET, THE CHORD OF WHICH BEARS NORTH 34°23'18" EAST, 50.63 FEET;

THENCE NORTH 11°56'24" WEST, A DISTANCE OF 159.41 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 02°21'03", AN ARC LENGTH OF 65.65 FEET, THE CHORD OF WHICH BEARS NORTH 10°45'52" WEST, 65.65 FEET;

THENCE NORTH 01°29'48" WEST, A DISTANCE OF 170.88 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1585.00 FEET, A CENTRAL ANGLE OF 19°50'25", AN ARC LENGTH OF 548.85 FEET, THE CHORD OF WHICH BEARS NORTH 06°27'31" EAST, 546.12 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 2058.85 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2615.00 FEET, A CENTRAL ANGLE OF 16°48'33", AN ARC LENGTH OF 767.18 FEET, THE CH

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 3 OF 22

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 450-H0662455-023-CN4, AMENDMENT NO. 2, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF APRIL 19, 2022.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 32 BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28288 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 32 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561 IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET.
5. BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, E, G, H, I, K, M, N, O, Q, S, V, AND W 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.
6. TRACTS D, J, L, P, R AND U ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE TANTERRA FILING 1 CONSTRUCTION PLANS.
7. TRACTS B, C, E, F, G, H, I, K, M, O, S, T, V, AND W ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A.
8. THOSE PORTIONS OF REAL PROPERTY LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, STREET LIGHTS, CABLE TELEVISION LINES AND FIBER OPTIC LINES TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
9. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08035C0181G, REVISED MARCH 16, 2016, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A, AN AREA WITHIN 1% ANNUAL FLOOD HAZARD.
10. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
11. ALL 30' AND 50' PARKER WATER & SANITATION DISTRICT UTILITY EASEMENTS ARE DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
12. MONUMENT SIGN, MASONARY FENCE COLUMNS WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.
13. TRACT W WILL BE USED FOR LANDSCAPING CREDIT FOR FILING NO. 3.
14. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
15. THERE ARE A TOTAL OF 1 LOT AND 23 TRACTS IN TANTERRA FILING NO. 1.

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 3 OF 22

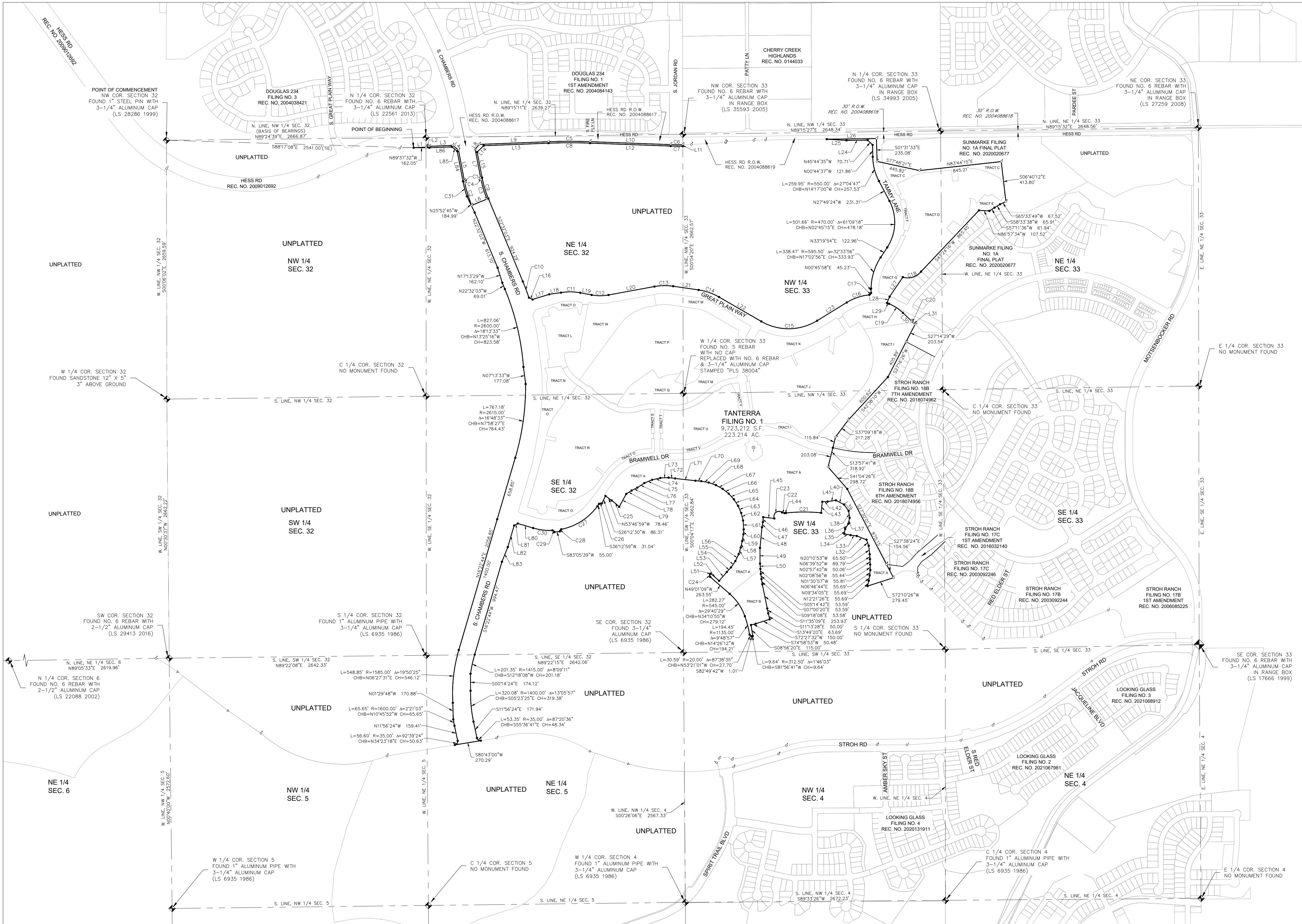
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 4 OF 22

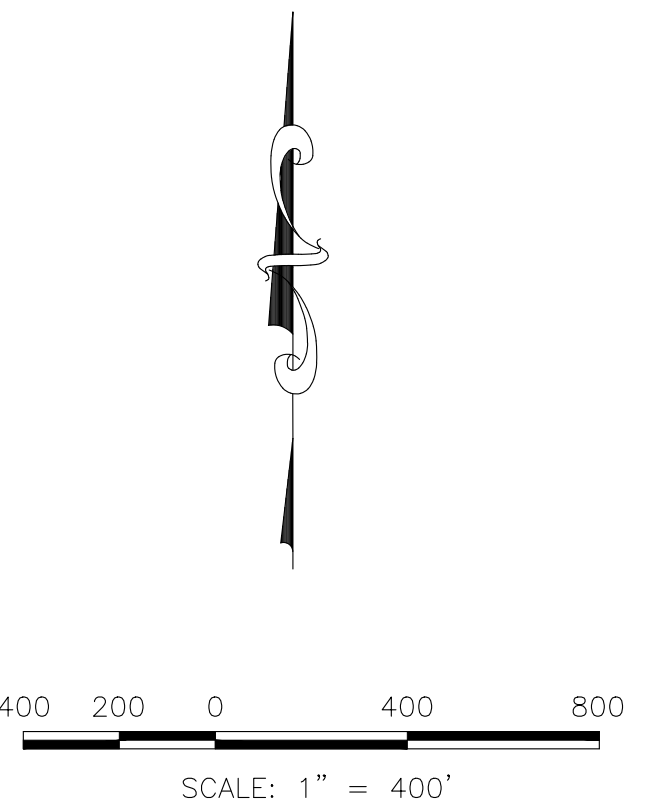
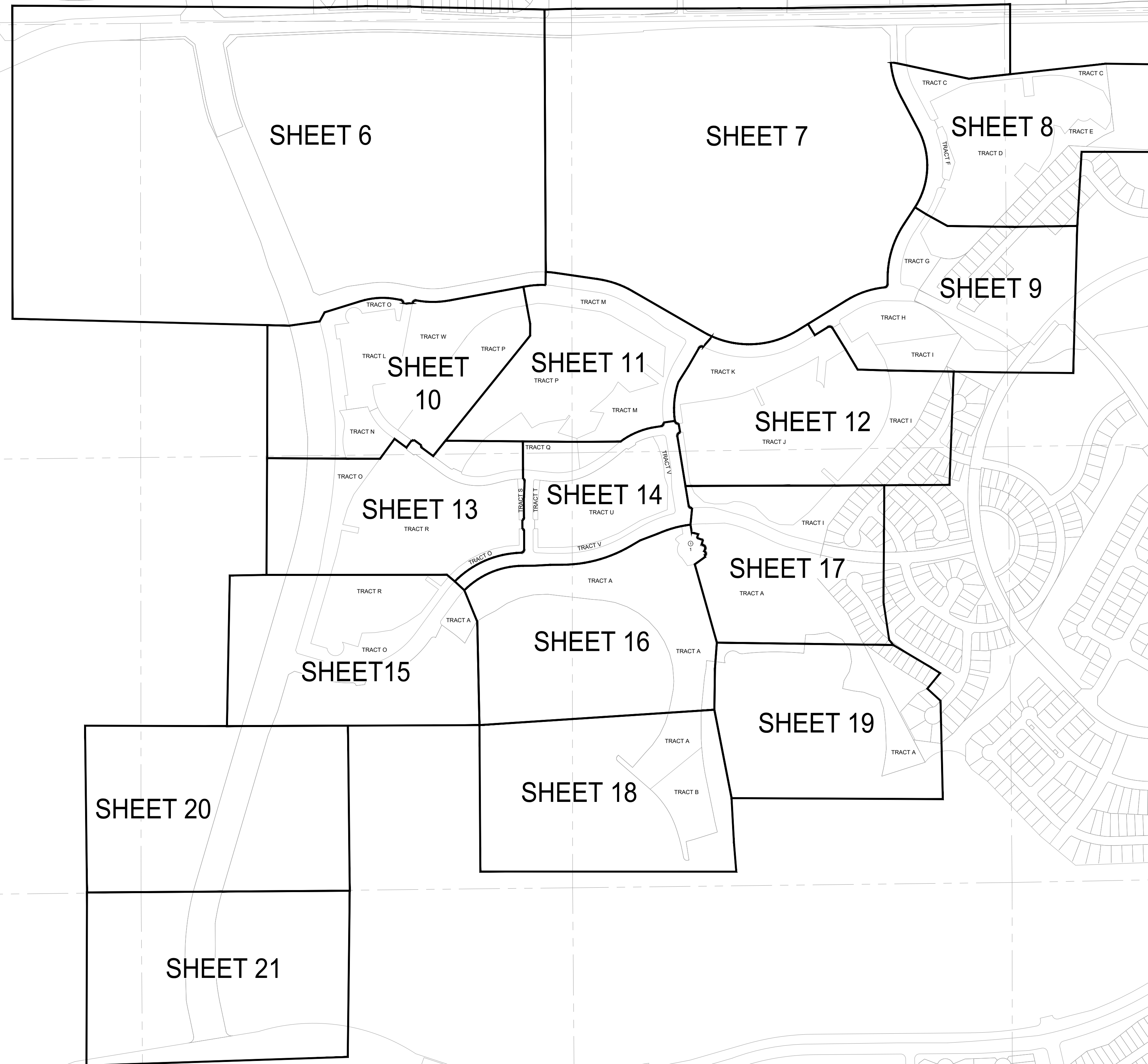
NOTE:

SEE SHEET 22 FOR SHEETS 6-21 LINE AND CURVE TABLES.



TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 5 OF 22



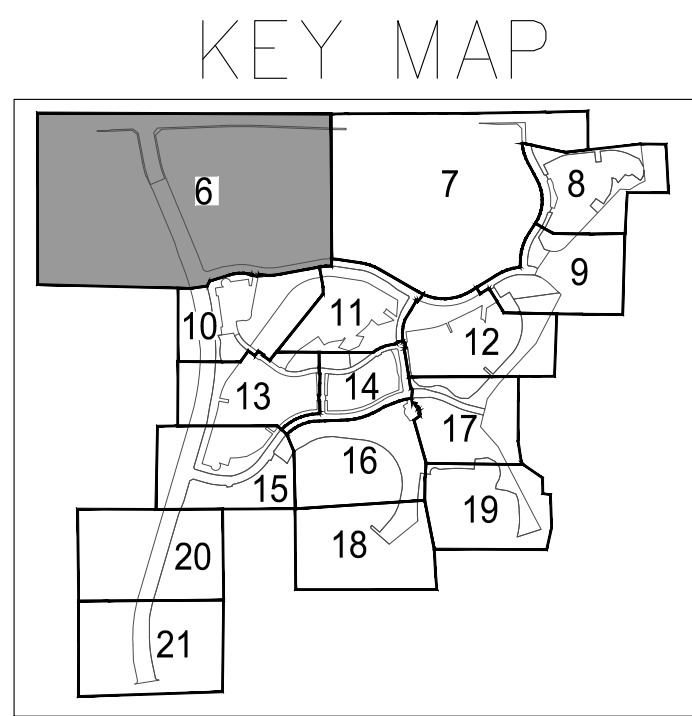
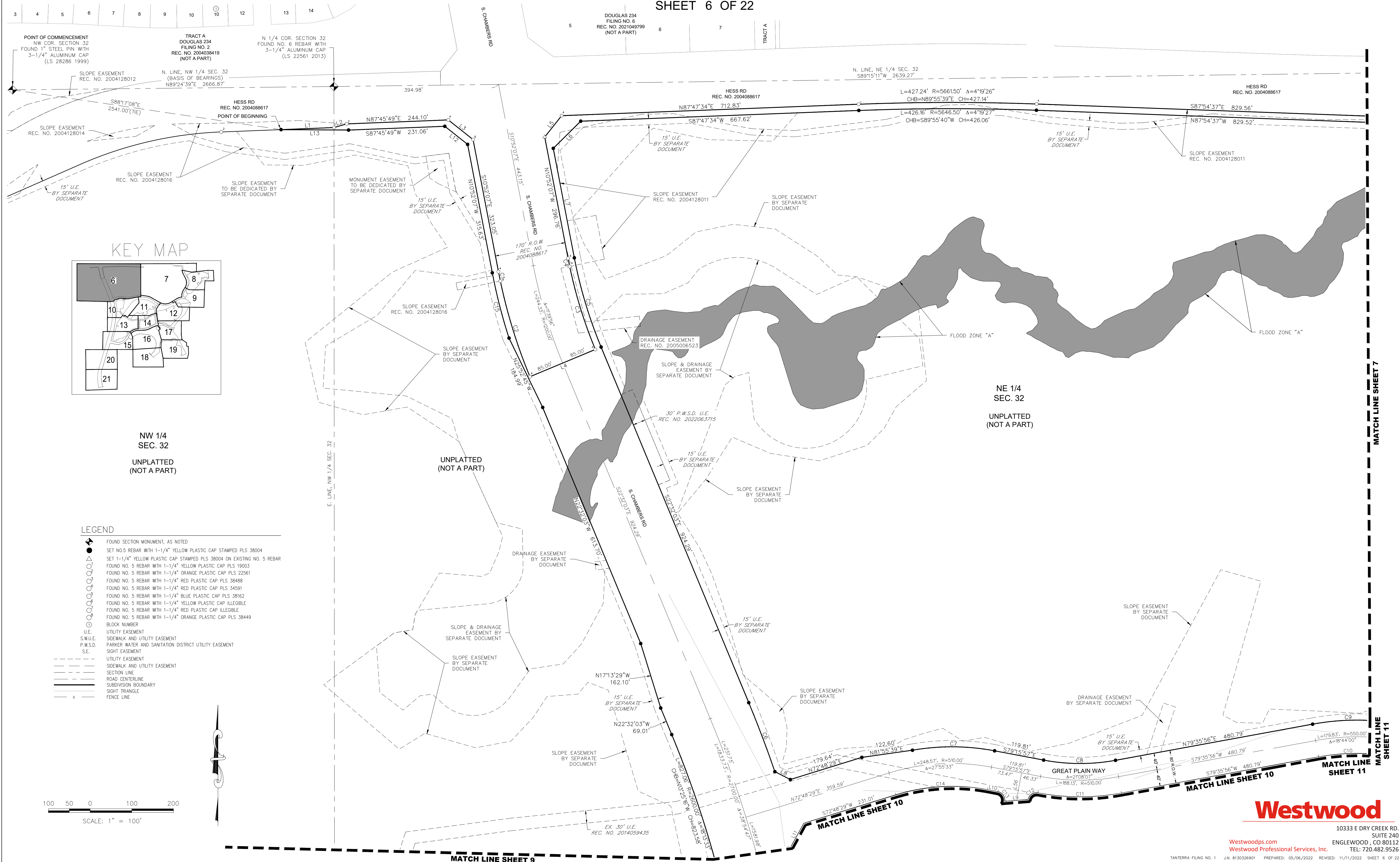
Westwood

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

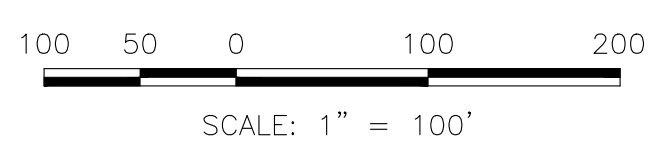
TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 5 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4\"/>



Westwood

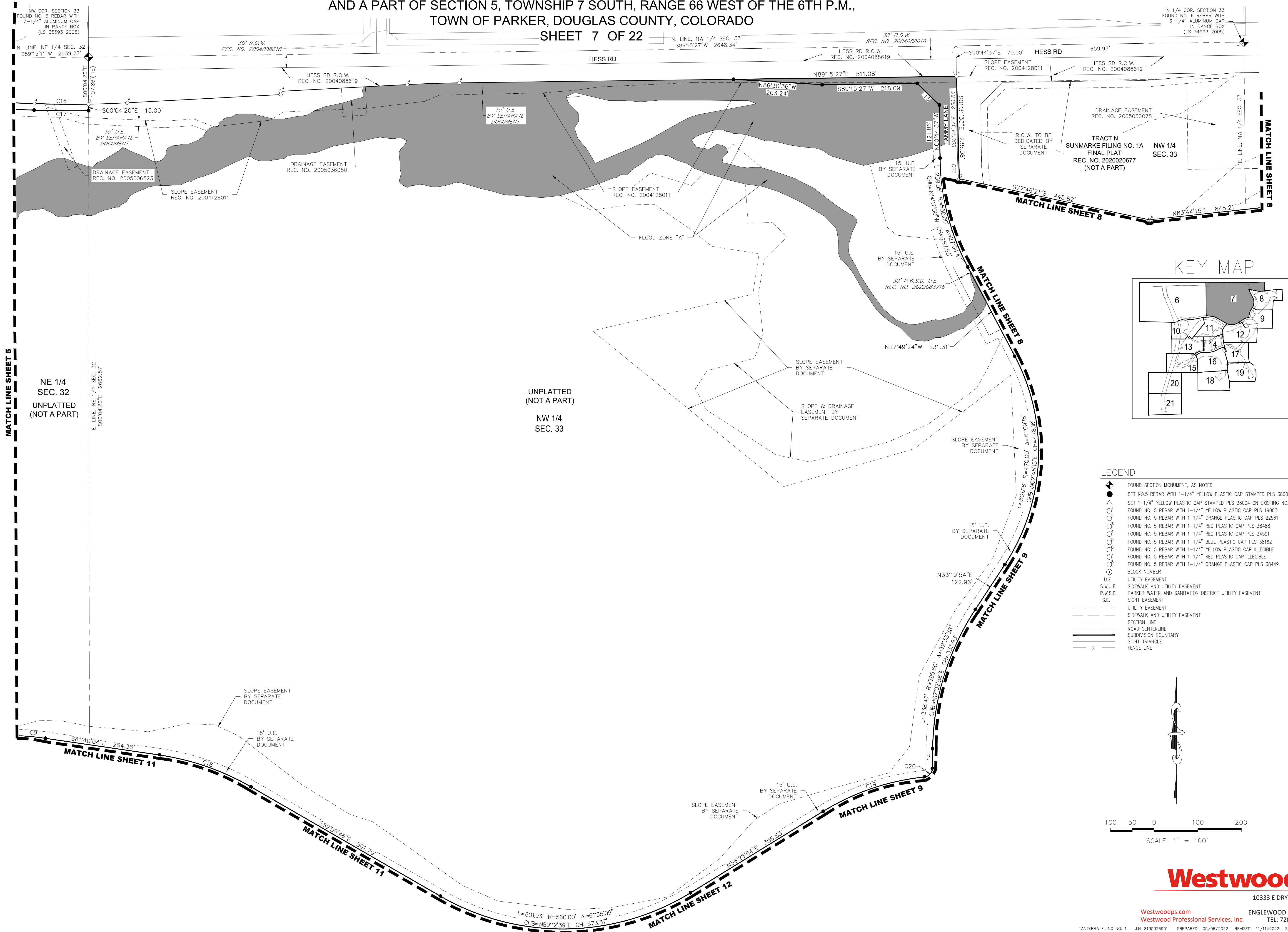
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

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Westwood Professional Services, Inc.

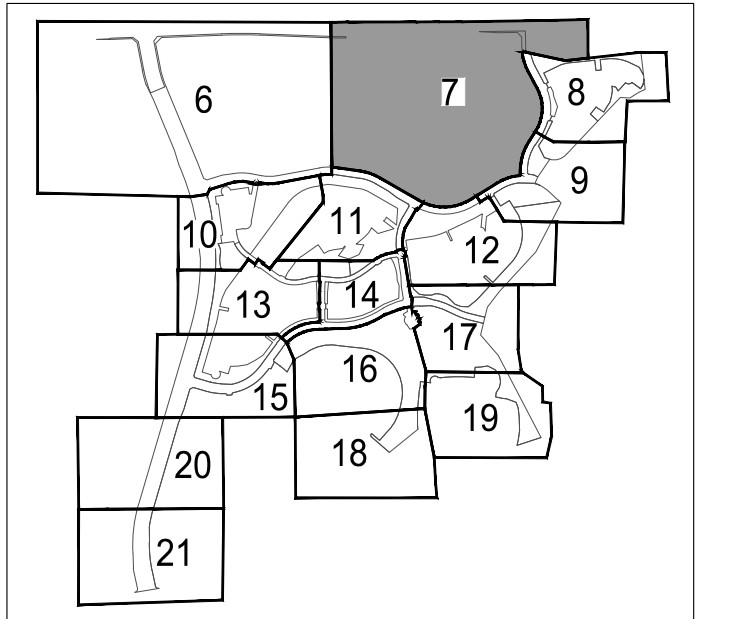
TANTERRA FILING NO. 1

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

SHEET 7 OF 22



KEY MAP



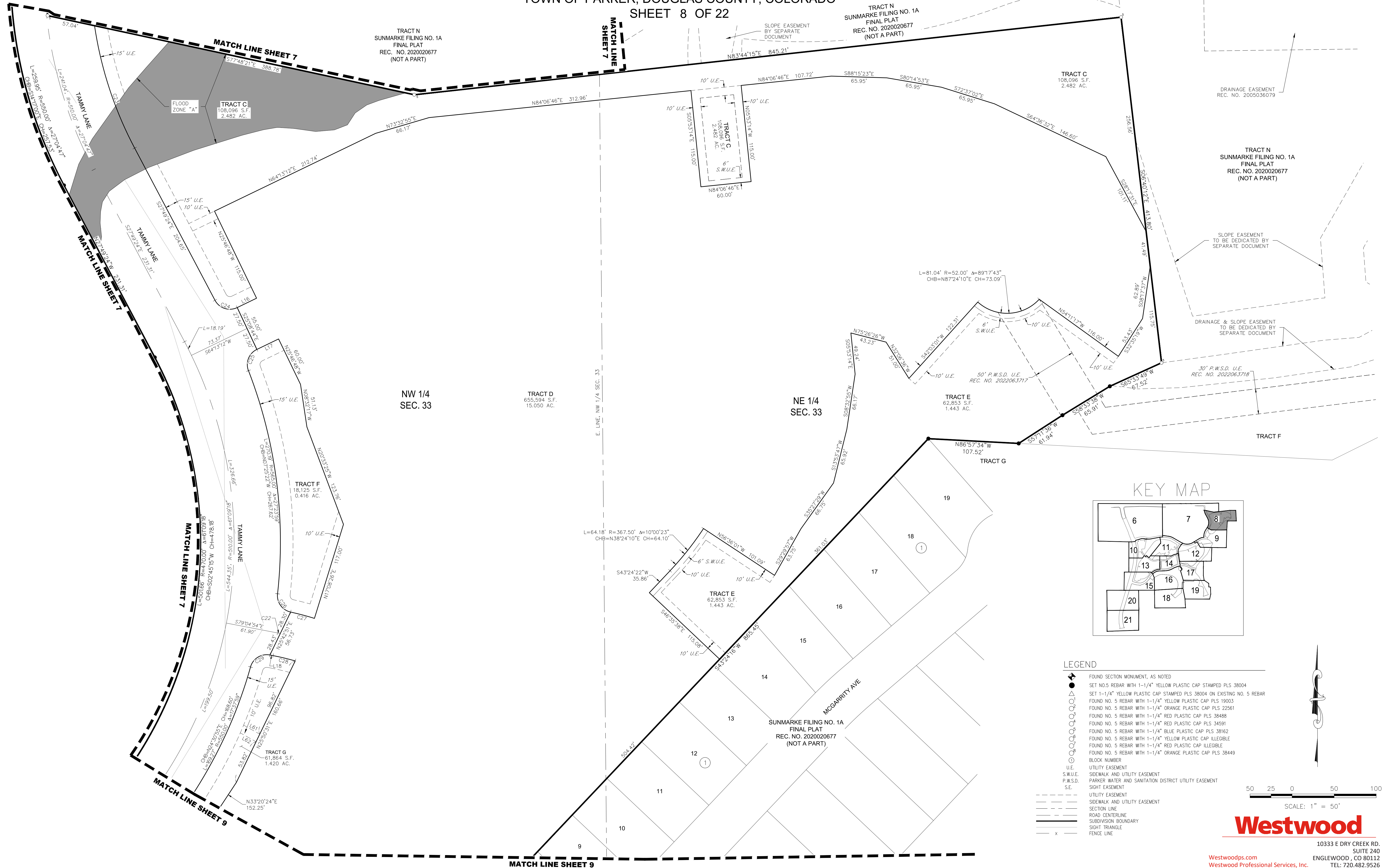
Westwood

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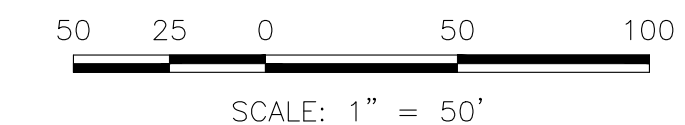
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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 8 OF 22



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE



Westwood

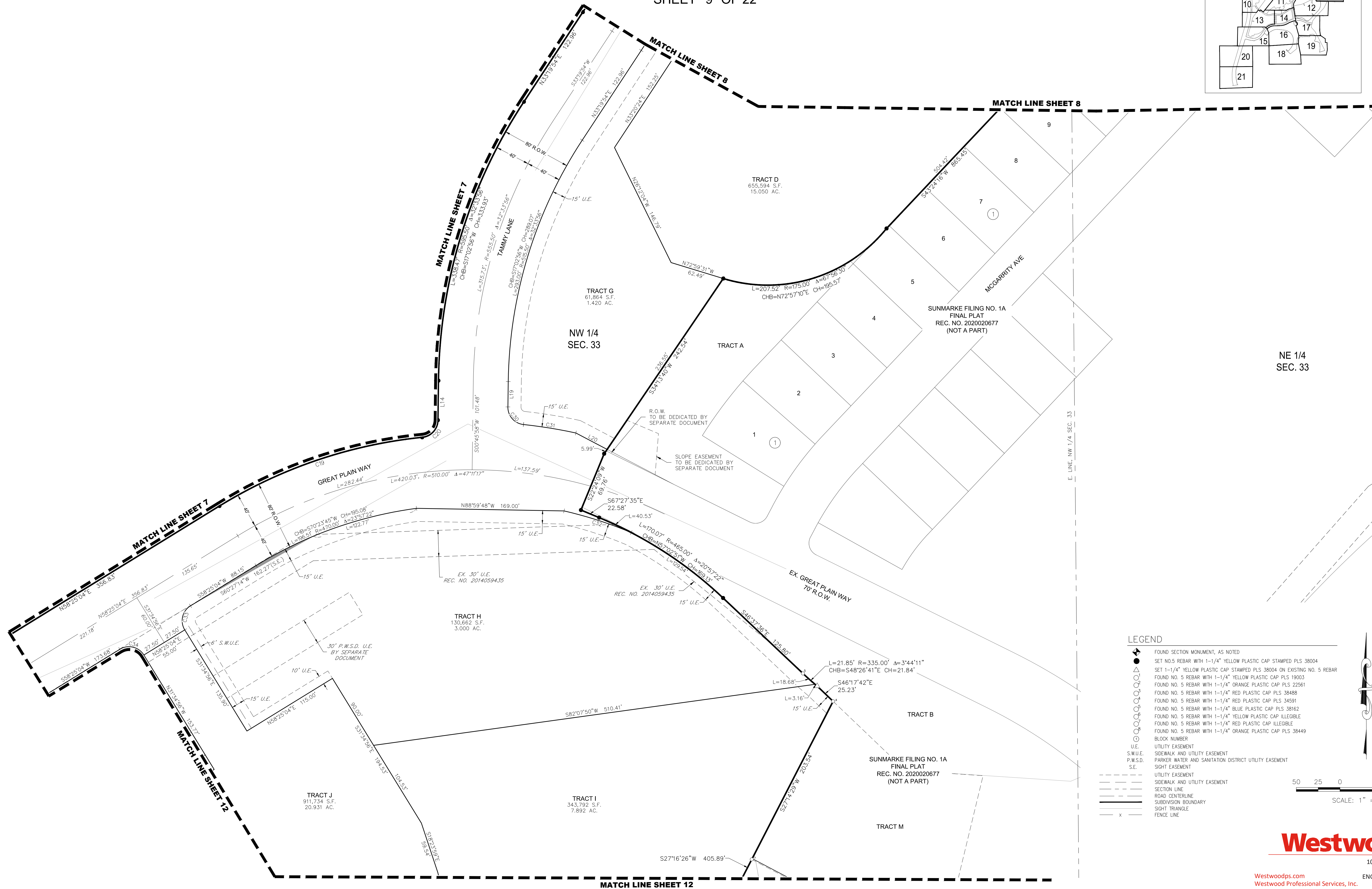
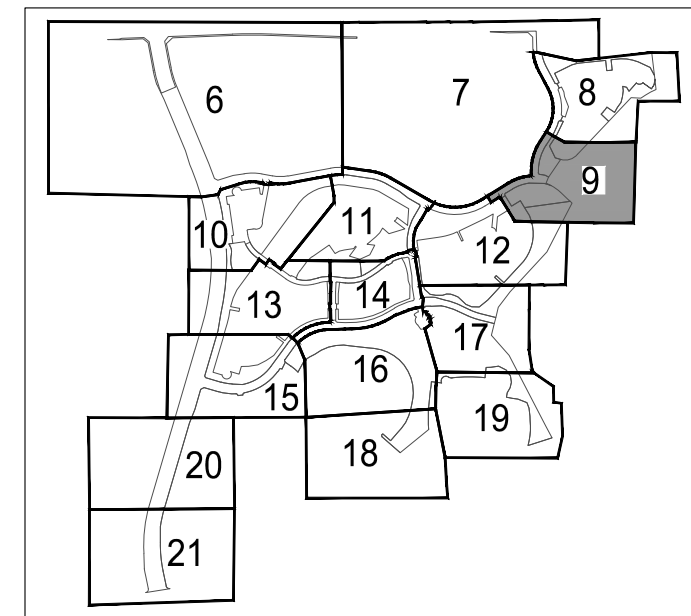
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TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 9 OF 22

KEY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E.
- P.W.S.D.
- S.E.
- UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

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

Westwood

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SUITE 240
ENGLEWOOD, CO 80112
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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 9 OF 22

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 10 OF 22



SLOPE EASEMENT
TO BE DEDICATED
BY SEPARATE
DOCUMENT

UNPLATTED
(NOT A PART)

NE 1/4
SEC. 32

15' U.E. TO BE
DEDICATED
BY SEPARATE
DOCUMENT

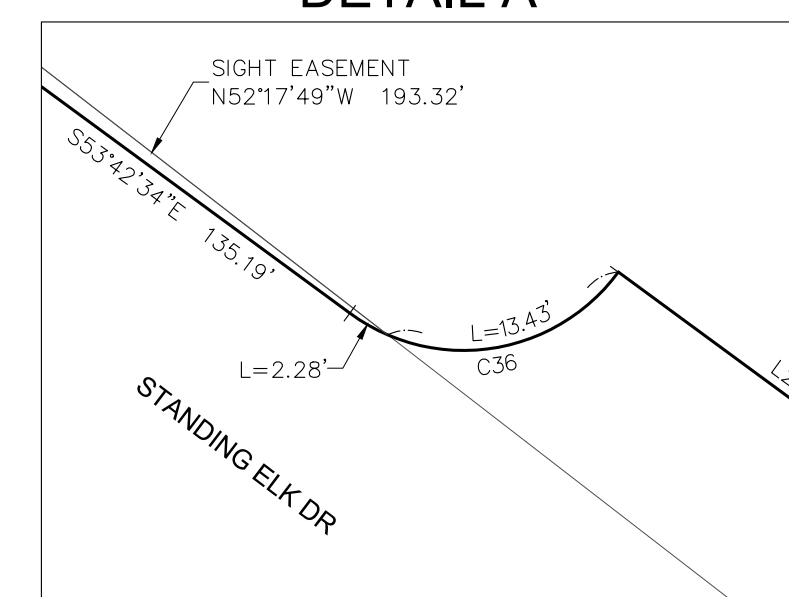
SLOPE EASEMENT
TO BE DEDICATED
BY SEPARATE
DOCUMENT

MATCH LINE SHEET 13

N36°17'26"E
MATCH LINE

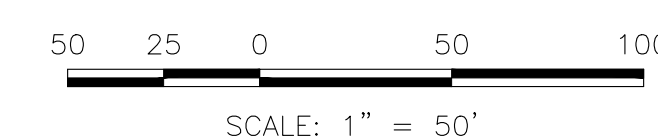
MATCH LINE
SHEET 13

DETAIL A



SCALE: 1" = 10'

- # LEGEND
- | | |
|---|---|
|  | FOUND SECTION MONUMENT, AS NOTED |
|  | SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 |
|  | SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR |
|  | FOUND NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003 |
|  | FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561 |
|  | FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488 |
|  | FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591 |
|  | FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162 |
|  | FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP LLEGBLE |
|  | FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP LLEGBLE |
|  | FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449 |
|  | BLOCK NUMBER |
|  | UTILITY EASEMENT |
|  | SIDEWALK AND UTILITY EASEMENT |
|  | PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT |
|  | SIGHT EASEMENT |
|  | UTILITY EASEMENT |
|  | SIDEWALK AND UTILITY EASEMENT |
|  | SECTION LINE |
|  | ROAD CENTERLINE |
|  | SUBDIVISION BOUNDARY |
|  | SIGHT TRIANGLE |
|  | FENCE LINE |



Westwood

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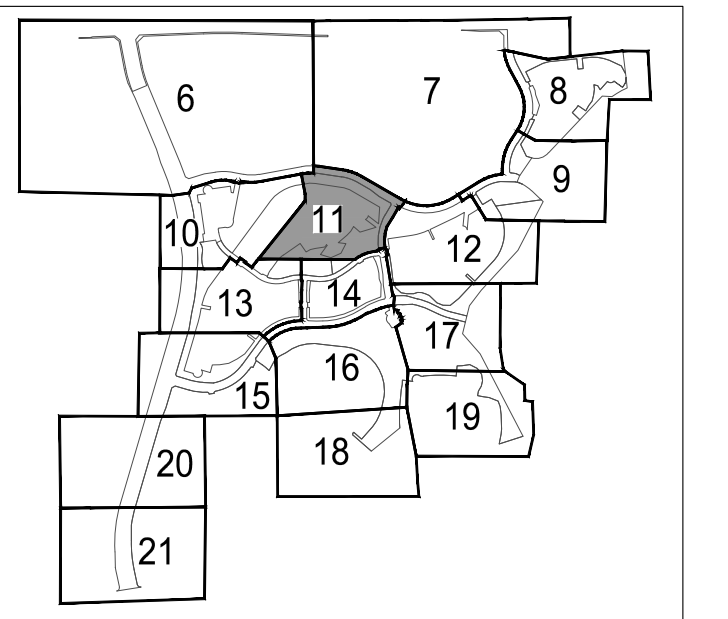
TANTERRA FILING NO. 1 JIN 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 10 OF 22

TANTERRA FILING NO. 1

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

SHEET 11 OF 22

KEY MAP



NE 1/4
SEC. 32

NW 1/4
SEC. 33

TRACT P
916,231 S.F.
21.034 AC.

TRACT Q
181,051 S.F.
4.156 AC.

L=10.06' R=52.00' Δ=11°05'15"
CHB=S48°01'48"E CH=10.05'

TRACT M
276,017 S.F.
6.336 AC.

TRACT M
276,017 S.F.
6.336 AC.

L=52.16' R=52.00' Δ=57°28'17"
CHB=S37°12'59"W CH=50.00'

50' P.W.S.D. U.E.
REC. NO. 2022063729

FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 19003
FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
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- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E.
- P.W.S.D.
- S.E.
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

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

Westwood

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SUITE 240
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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 11 OF 22

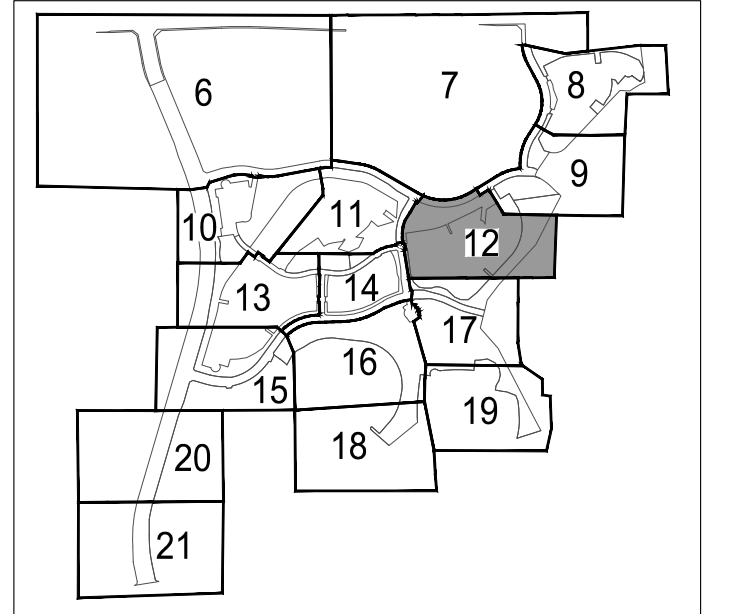
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 12 OF 22

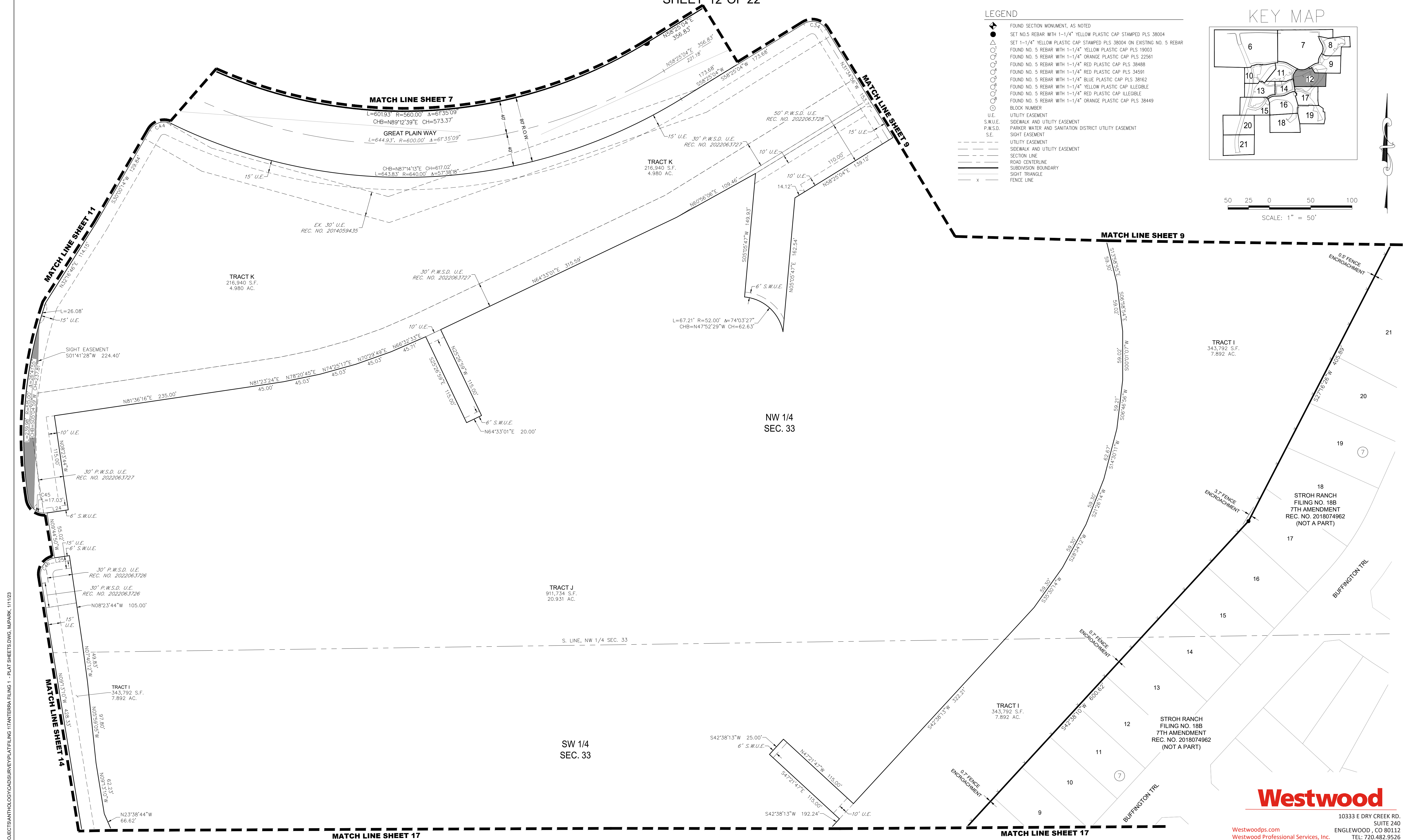
LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ALLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

KEY MAP



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



Westwood

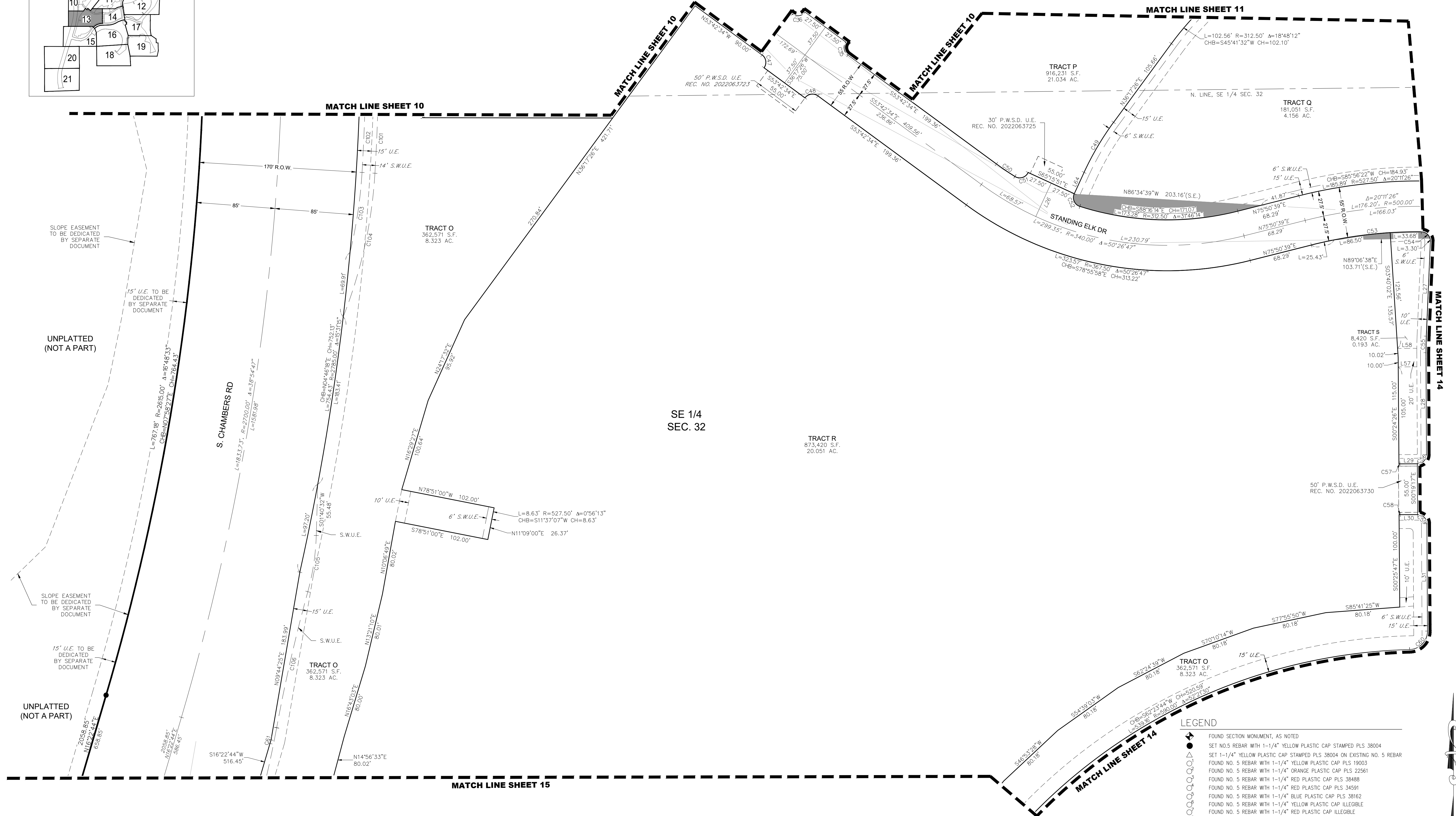
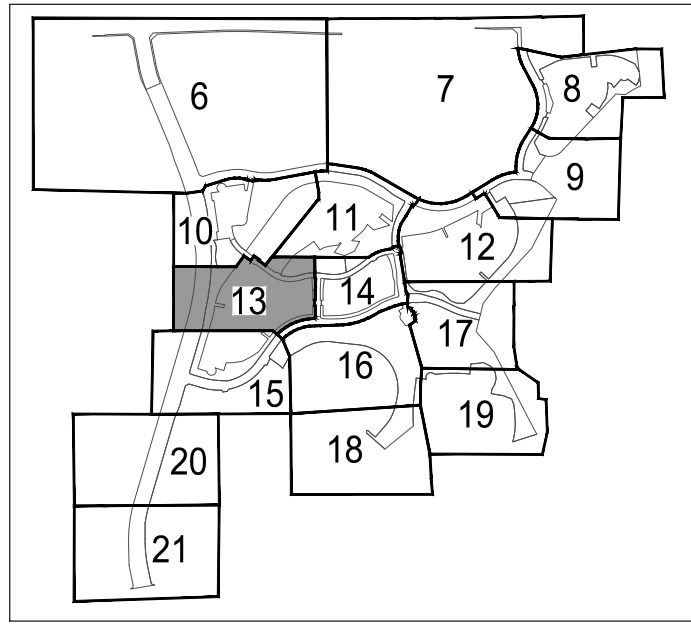
10333 E DRY CREEK RD.
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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 12 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 13 OF 22

KEY MAP



LEGEND	
	FOUND SECTION MONUMENT, AS NOTED
	SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
	FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
	FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
	FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
	FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
	FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
	FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
	FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
	FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
	FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
	BLOCK NUMBER
	UTILITY EASEMENT
	SIDEWALK AND UTILITY EASEMENT
	PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
	SIGHT EASEMENT
	UTILITY EASEMENT
	SIDEWALK AND UTILITY EASEMENT
	SECTION LINE
	ROAD CENTERLINE
	SUBDIVISION BOUNDARY
	SIGHT TRIANGLE
	FENCE LINE

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

Westwood

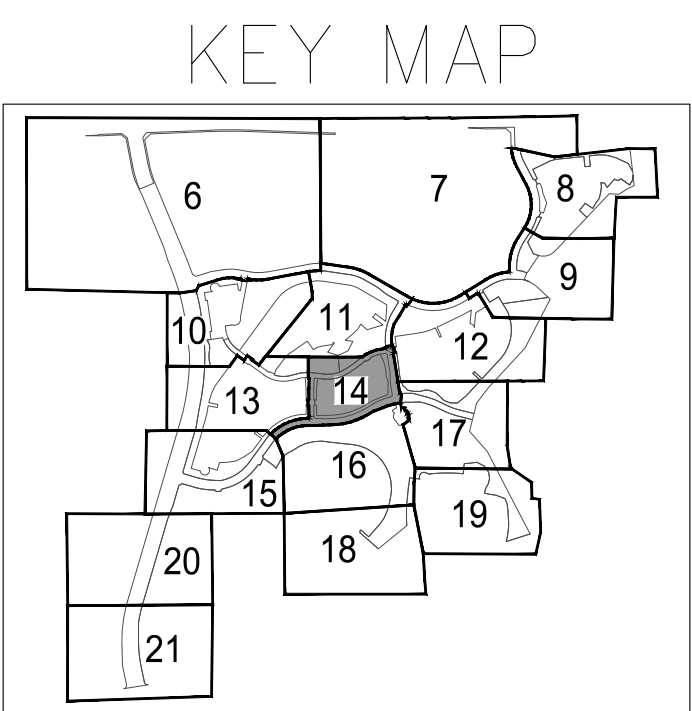
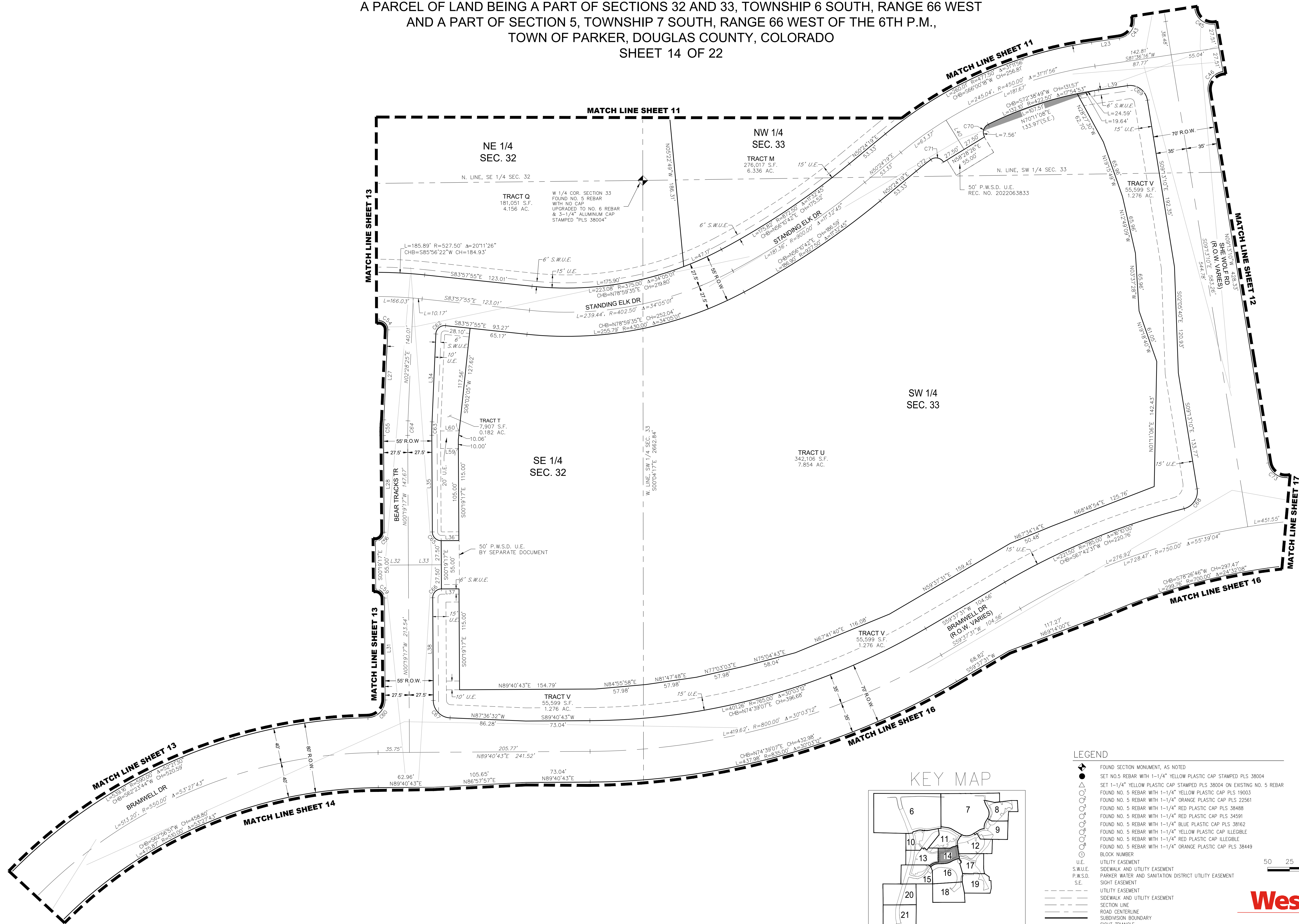
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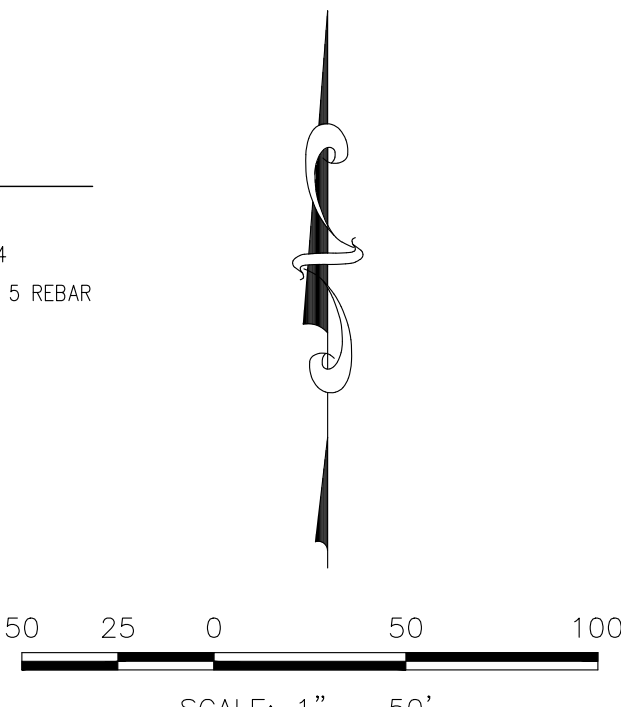
TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 13 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 14 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.E. SIGHT EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE

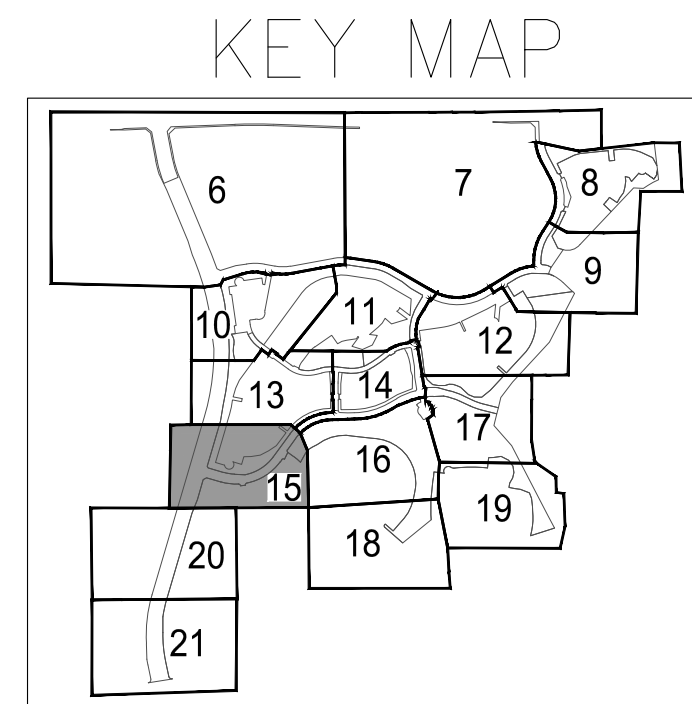
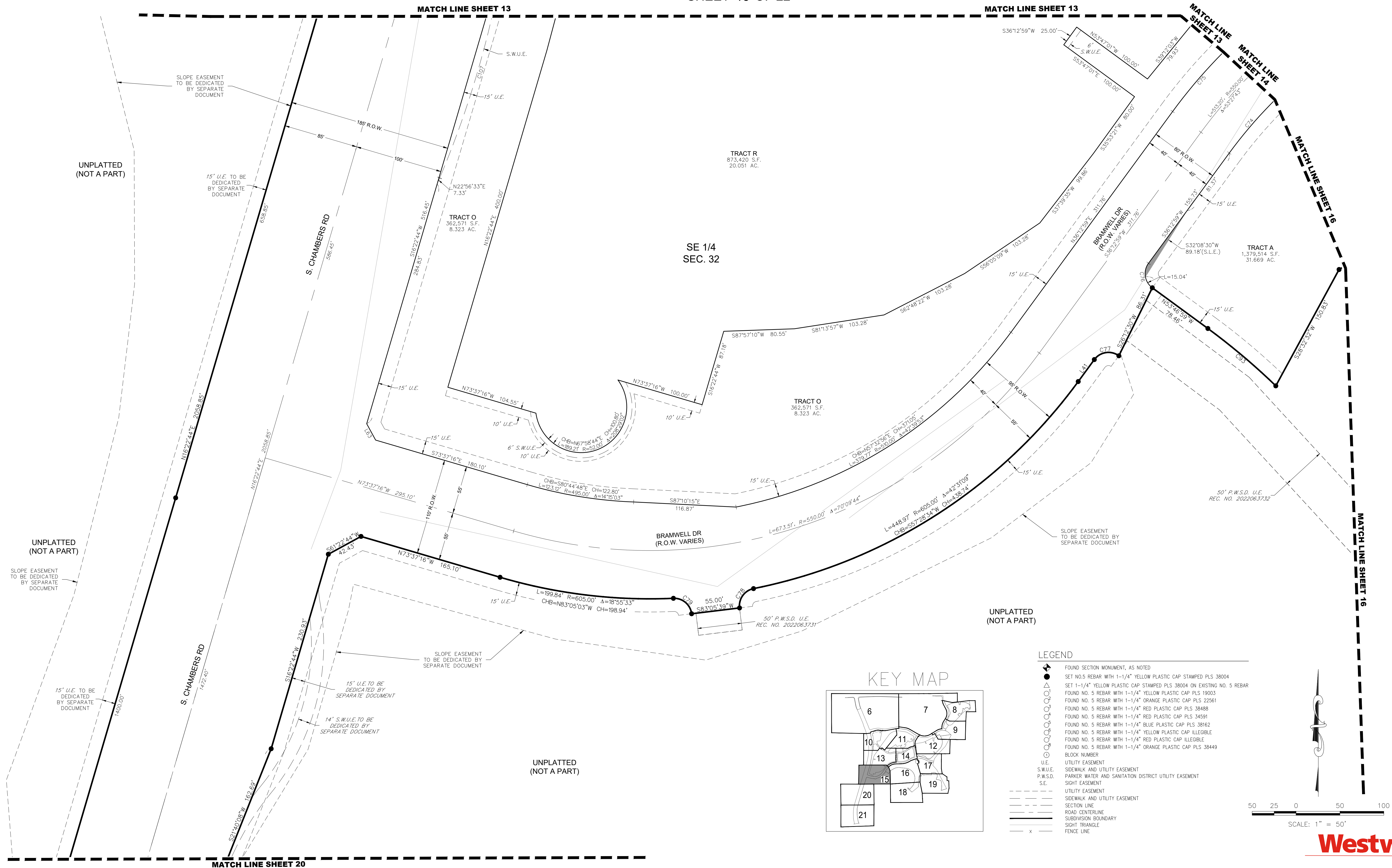


Westwood

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TEL: 720.482.9526

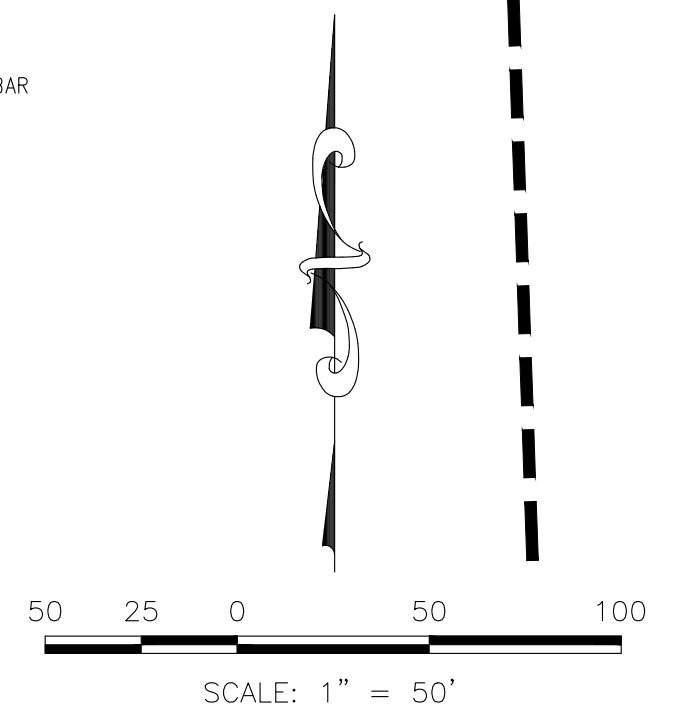
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 15 OF 22



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE



Westwood

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Westwood Professional Services, Inc.

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 15 OF 22

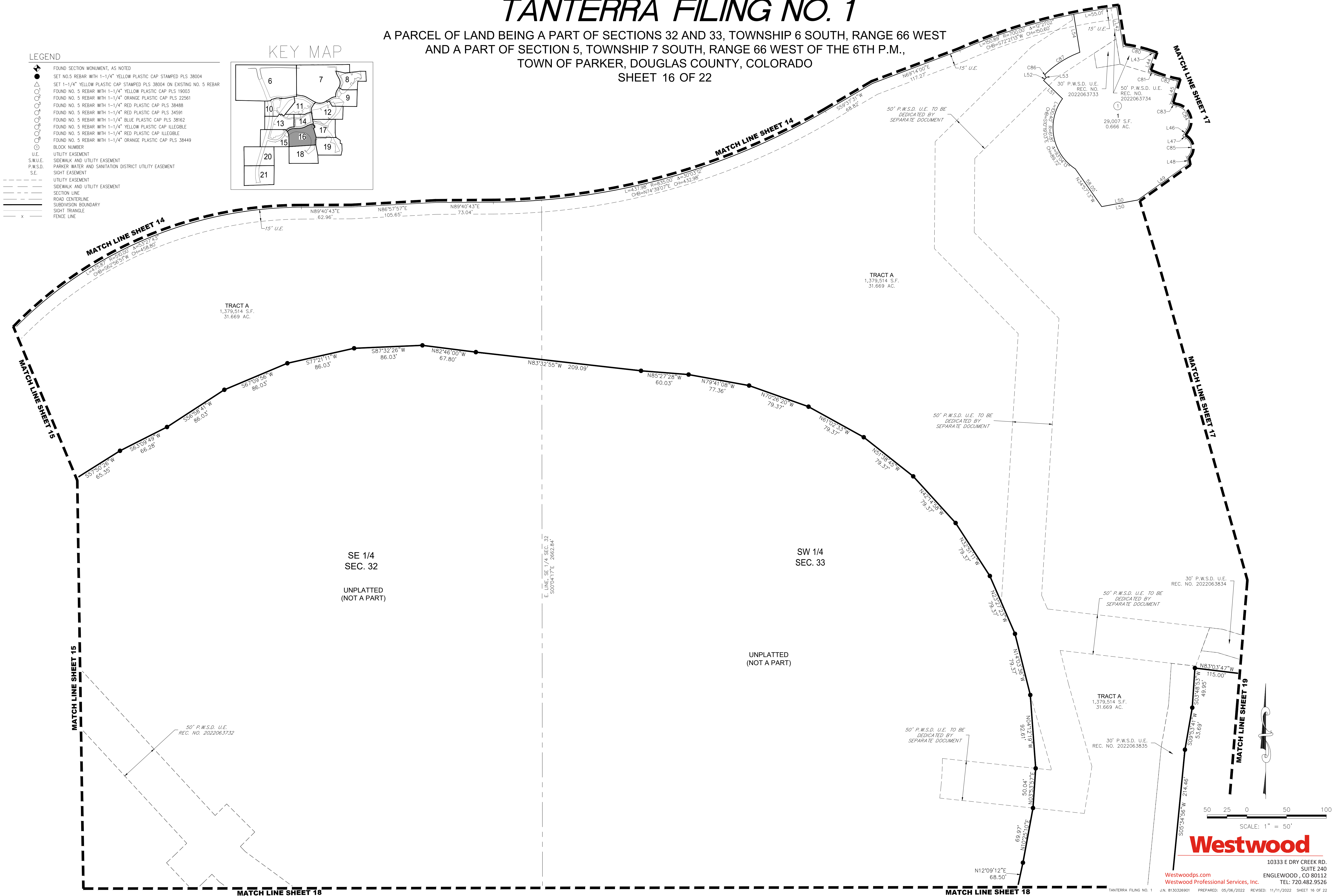
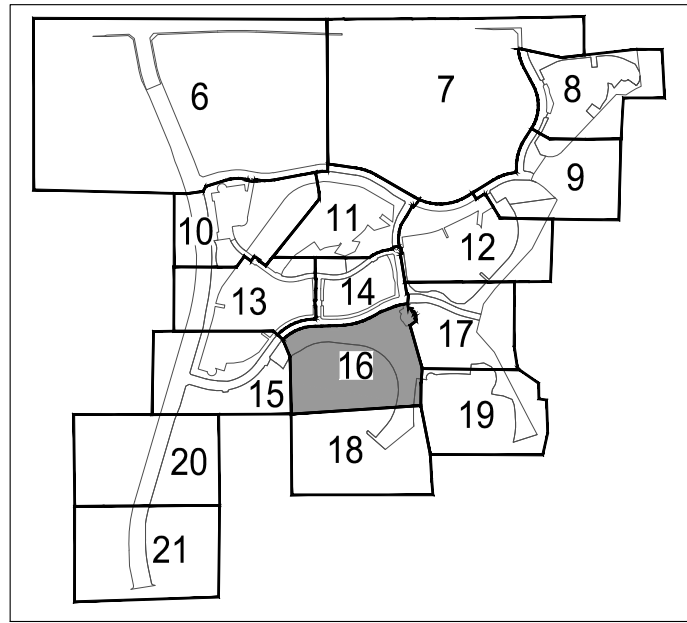
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 16 OF 22

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
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- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
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- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE
- x

KEY MAP



Westwood

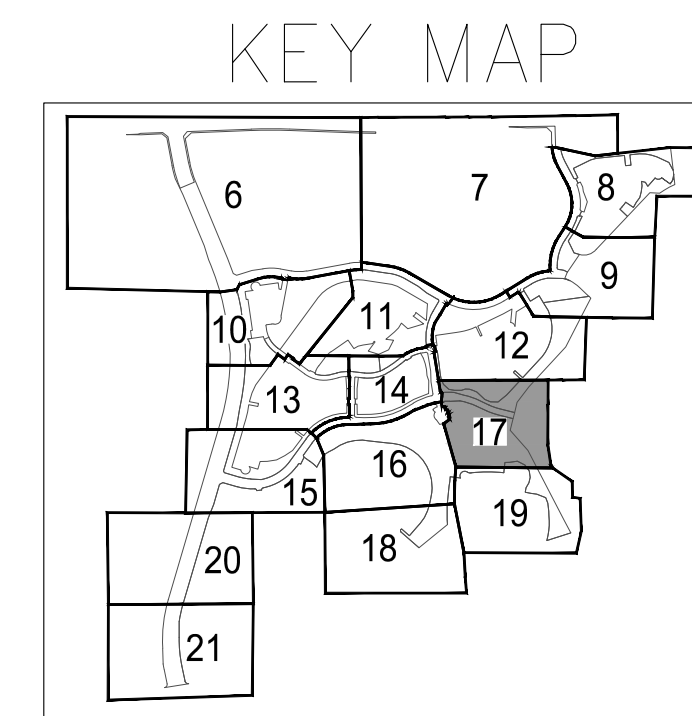
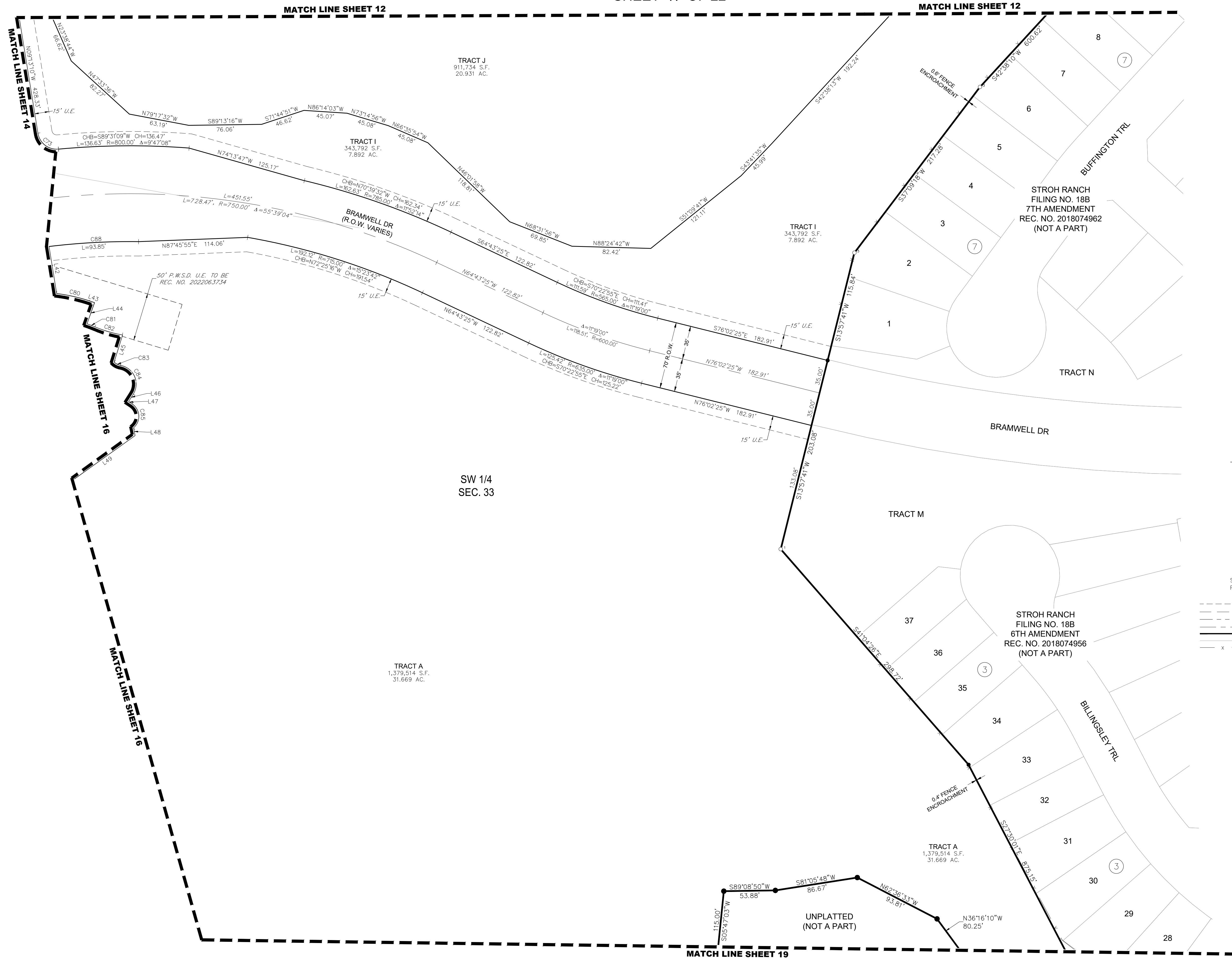
Westwoodps.com
Westwood Professional Services, Inc.

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SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

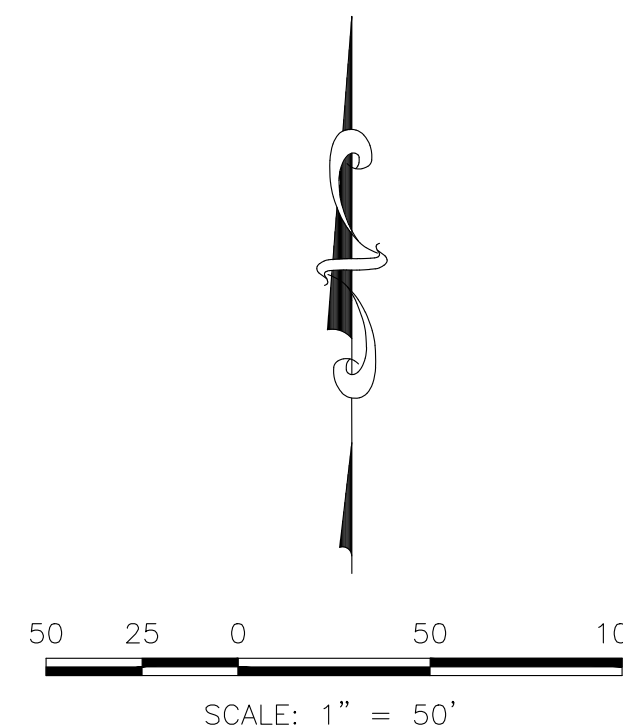
TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 16 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - UTILITY EASEMENT
 - U.E.
 - S.W.U.E.
 - P.W.S.D.
 - S.E.
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE



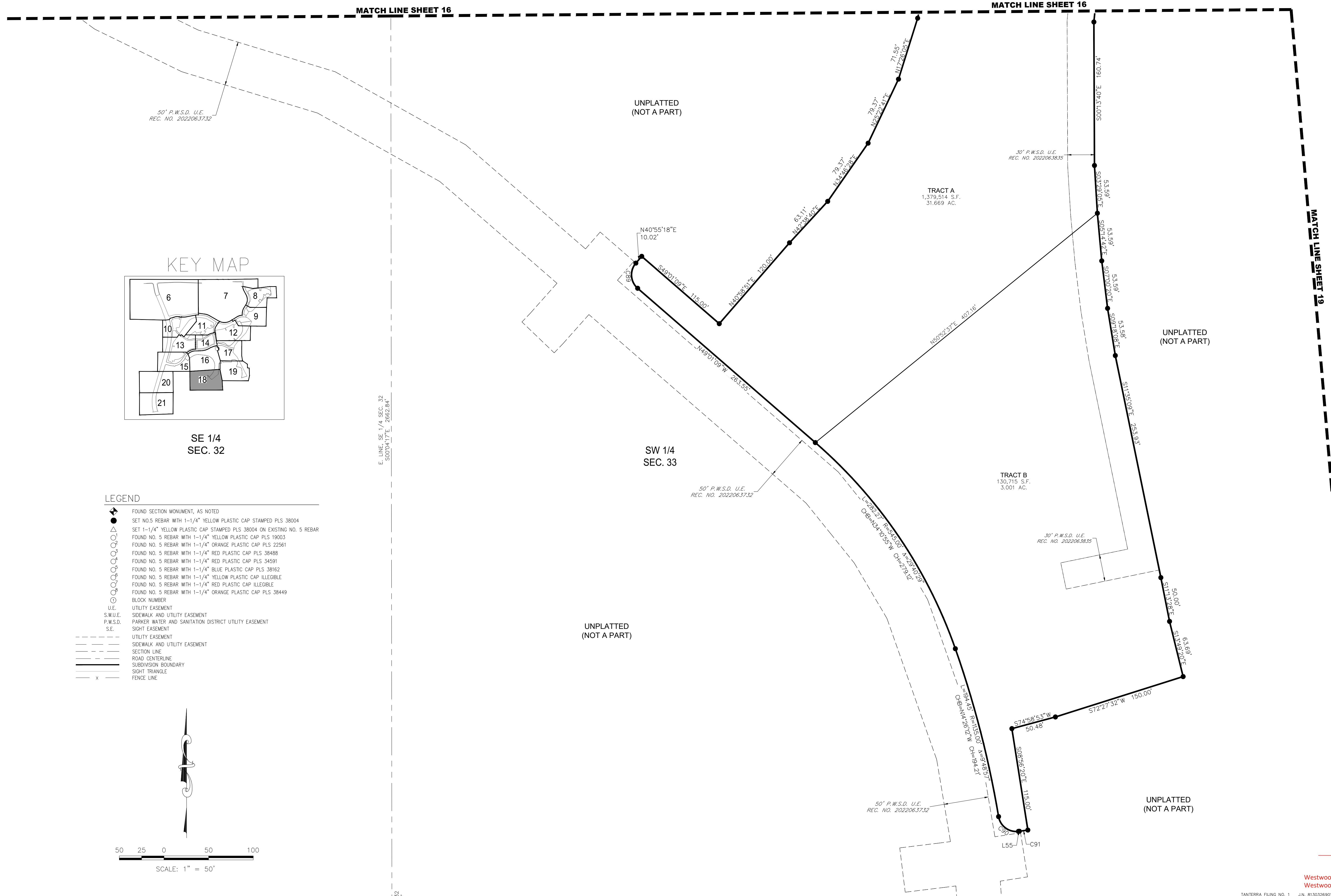
Westwood

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

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 17 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 18 OF 22



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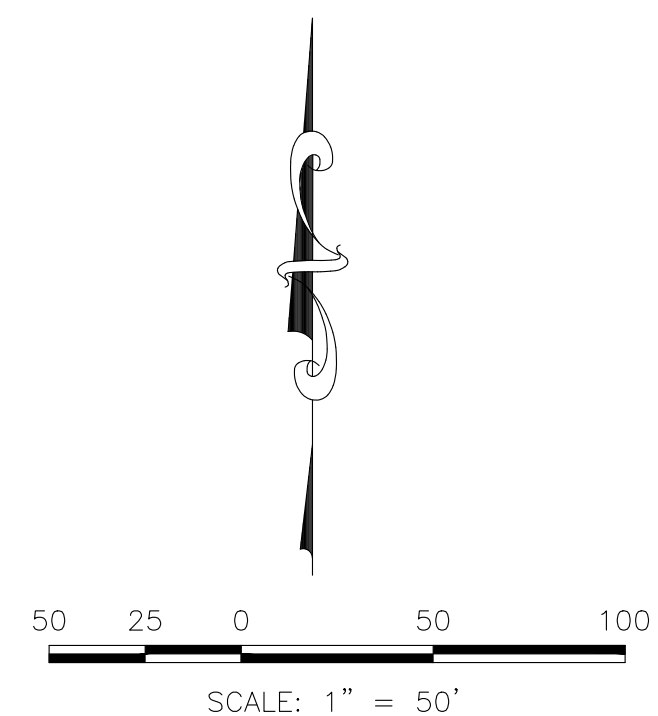
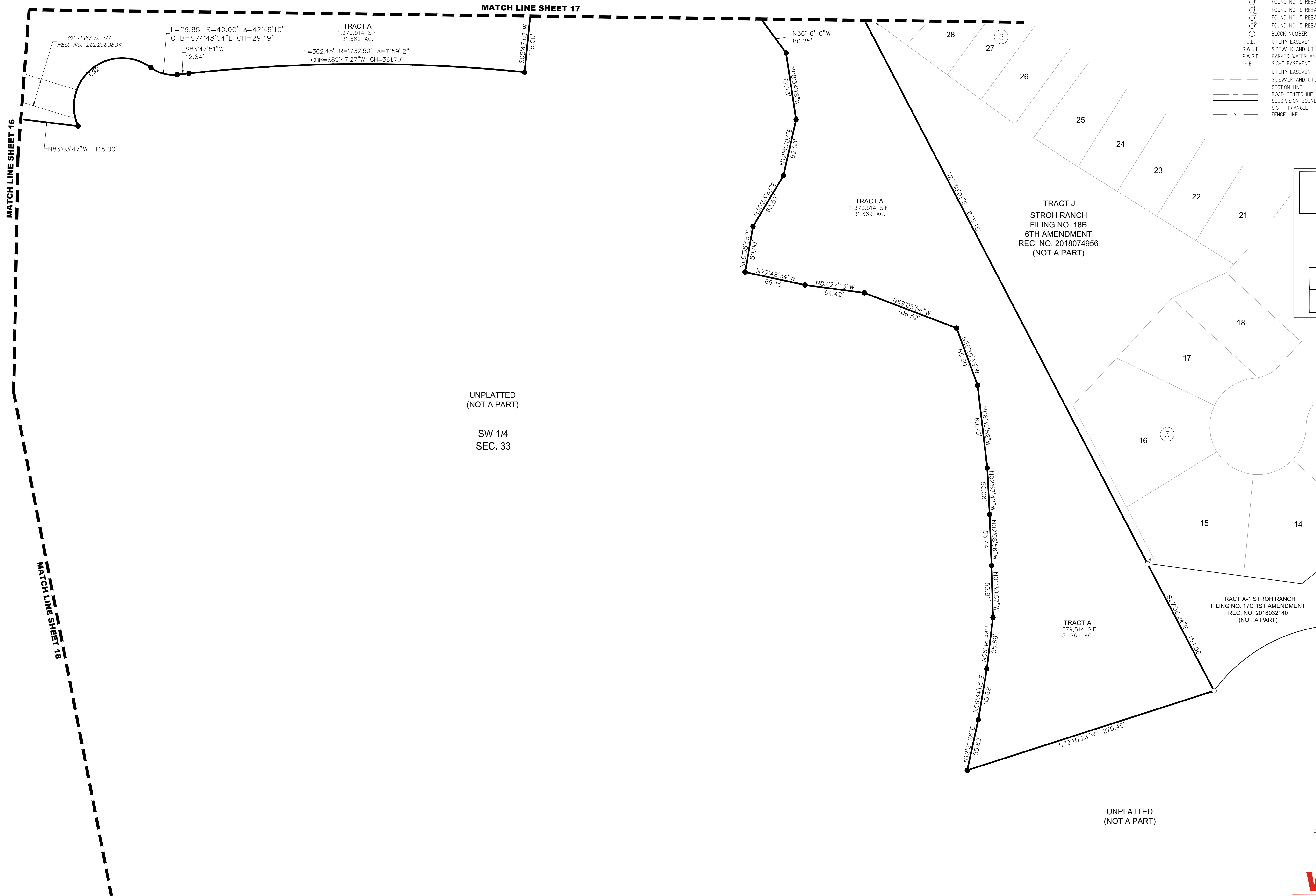
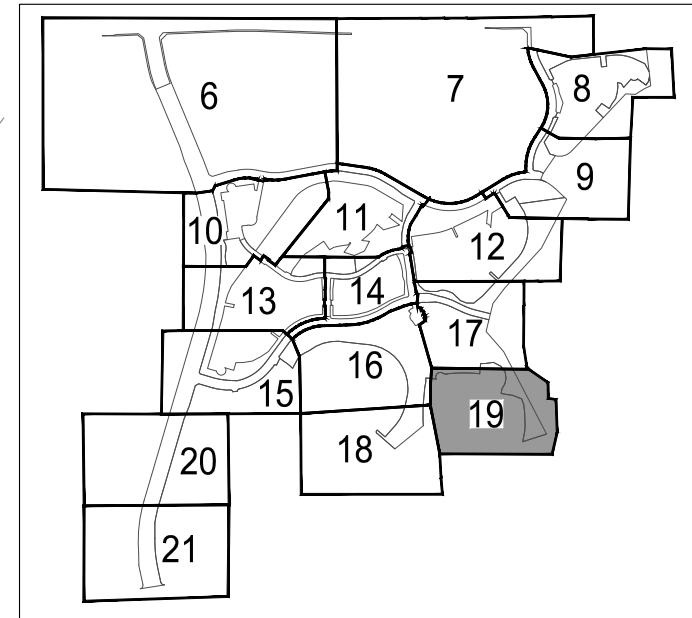
TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 18 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 19 OF 22

- LEGEND
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - SIGHT EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE

KEY MAP

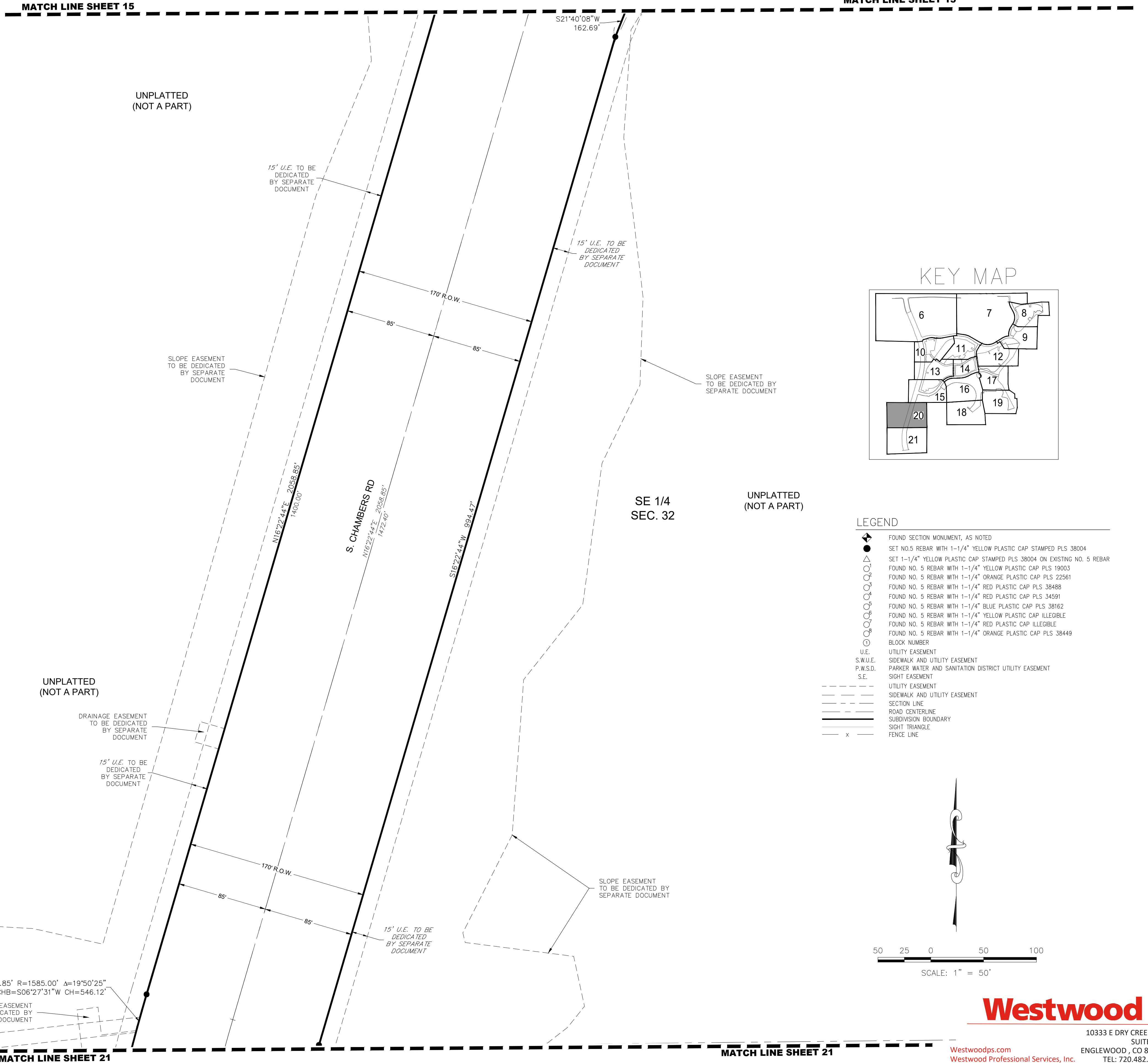


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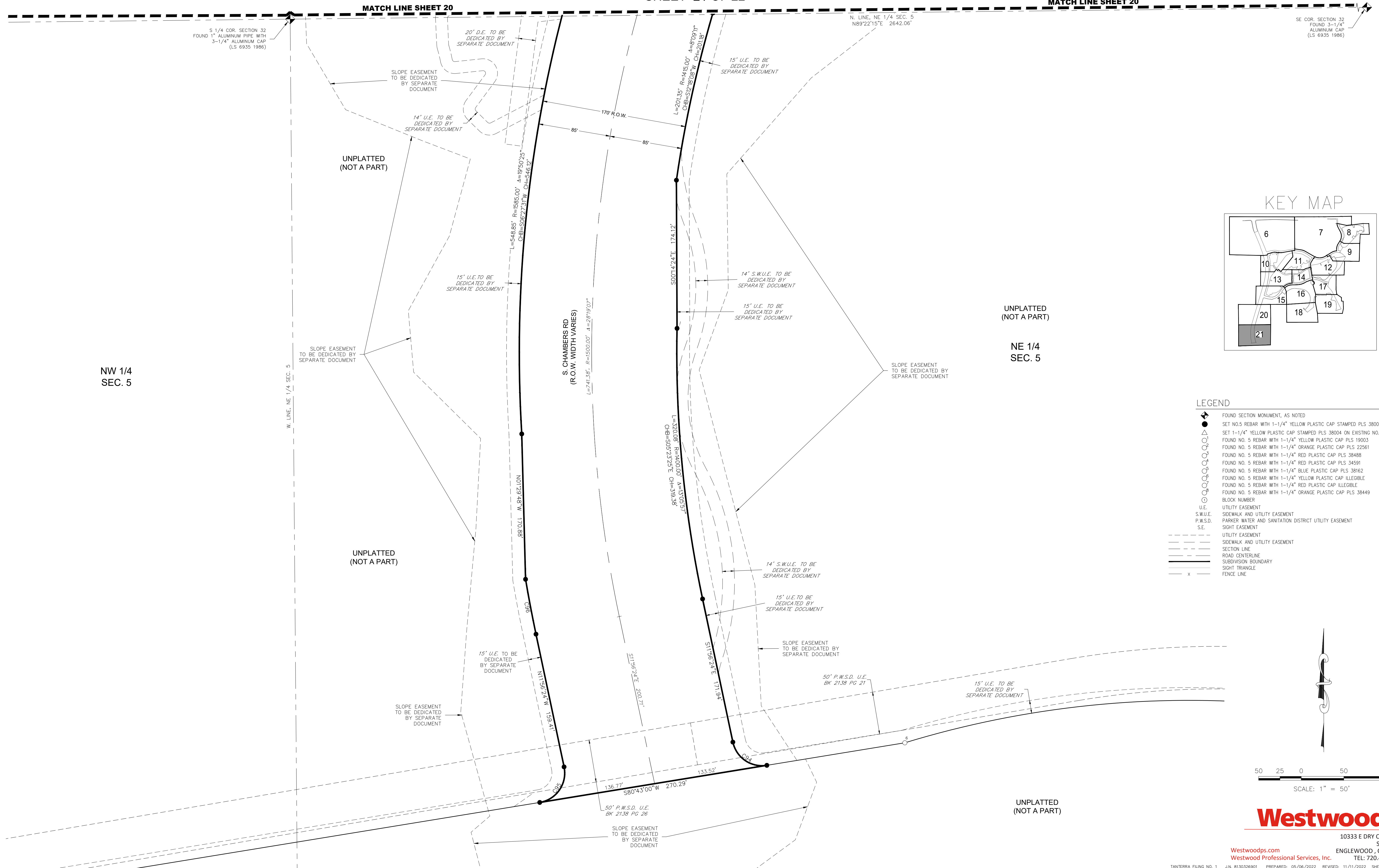
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 20 OF 22

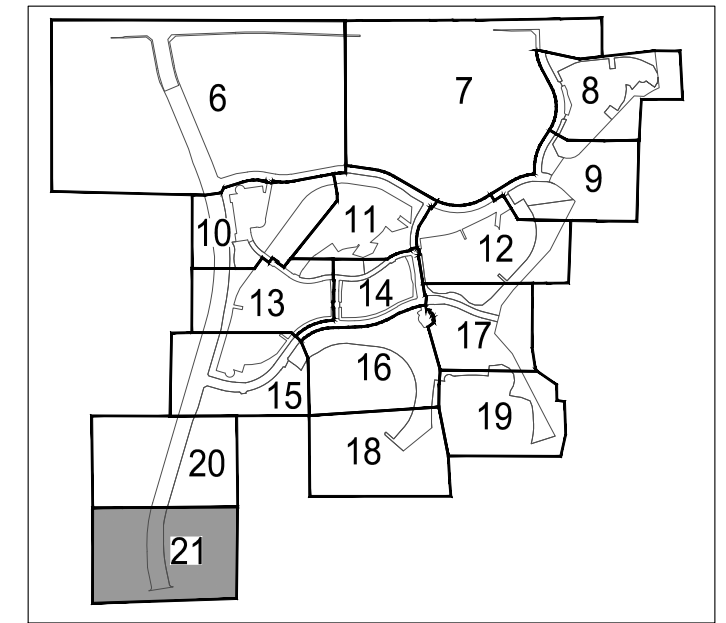


TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 21 OF 22



KEY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

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

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TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 22 OF 22

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1285.00'	1°01'05"	22.83'	S11°22'38"E	22.83'
C2	1285.00'	10°43'55"	240.69'	S17°10'45"E	240.34'
C3	1115.00'	10°43'56"	208.85'	S17°10'05"E	208.55'
C4	1115.00'	1°01'05"	19.81'	S11°22'38"E	19.81'
C5	1100.00'	11°39'56"	223.97'	S16°42'05"E	223.58'
C6	2800.00'	3°37'28"	177.12'	N20°43'19"W	177.09'
C7	550.00'	20°38'52"	198.20'	N89°35'23"W	197.13'
C8	470.00'	21°08'07"	173.37'	S89°50'01"E	172.39'
C9	590.00'	18°44'00"	192.91'	S88°57'56"W	192.05'
C10	510.00'	18°44'00"	166.75'	S88°57'56"W	166.01'
C11	550.00'	21°01'05"	201.76'	S89°53'32"E	200.63'
C12	20.00'	89°52'58"	31.37'	S55°40'32"W	28.26'
C13	20.00'	90°00'00"	31.42'	N34°15'57"W	28.28'
C14	455.00'	27°55'33"	221.77'	S86°46'16"W	219.58'
C15	1300.00'	7°03'19"	160.08'	S14°23'46"E	159.98'
C16	2360.50'	3°01'06"	124.35'	S89°25'11"E	124.34'
C17	2375.50'	3°00'47"	124.92'	S89°25'01"E	124.90'
C18	590.00'	21°40'17"	223.16'	N70°49'55"W	221.83'
C19	550.00'	25°44'59"	247.18'	S71°17'34"W	245.11'
C20	20.00'	83°24'05"	29.11'	N42°28'01"E	26.61'
C21	510.00'	27°04'47"	241.04'	S14°17'00"E	238.80'
C22	340.00'	0°34'10"	3.38'	N78°47'49"W	3.38'
C23	455.00'	19°22'45"	153.89'	S18°08'01"E	153.16'
C24	20.00'	87°57'24"	30.70'	S71°48'06"E	27.78'
C25	20.00'	85°20'34"	29.79'	S21°32'55"W	27.11'
C26	20.00'	83°42'16"	29.22'	S35°34'31"E	26.69'
C27	367.50'	4°34'05"	29.30'	N75°08'37"W	29.29'
C28	312.50'	4°57'17"	27.02'	N76°36'15"W	27.02'
C29	20.00'	85°13'11"	29.75'	S58°18'31"W	27.08'
C30	20.00'	84°39'16"	29.55'	S41°33'40"E	26.93'
C31	565.00'	6°09'47"	60.77'	N80°48'24"W	60.75'
C32	475.00'	9°45'33"	80.91'	N72°09'05"W	80.81'
C33	20.00'	90°00'00"	31.42'	S13°25'04"W	28.28'
C34	20.00'	90°00'00"	31.42'	N76°34'56"W	28.28'
C35	10.00'	90°00'00"	15.71'	S08°42'34"E	14.14'
C36	10.00'	90°00'00"	15.71'	N81°17'26"E	14.14'
C37	10.00'	90°00'00"	15.71'	S36°54'37"W	14.14'
C38	70.00'	18°58'35"	23.18'	N88°36'06"W	23.08'
C39	70.00'	18°58'35"	23.18'	S01°14'45"W	23.08'
C40	52.00'	216°03'05"	196.08'	S54°00'04"W	98.90'
C41	124.00'	42°38'09"	92.27'	N08°52'11"W	90.16'
C42	20.00'	90°00'00"	31.42'	N14°59'46"W	28.28'
C43	20.00'	89°53'39"	31.38'	N36°39'26"E	28.26'
C44	20.00'	86°03'09"	30.04'	S73°01'48"W	27.29'
C45	20.00'	90°07'45"	31.46'	S53°19'52"E	28.32'
C46	20.00'	90°49'26"	31.70'	S36°11'33"W	28.49'
C47	10.00'	90°00'00"	15.71'	N08°42'34"W	14.14'
C48	10.00'	90°00'00"	15.71'	S81°17'26"W	14.14'
C49	312.50'	11°33'16"	63.02'	S30°30'47"W	62.91'
C50	312.50'	4°26'01"	24.18'	S55°55'35"E	24.17'
C51	10.00'	97°07'16"	16.95'	N73°17'47"E	14.99'
C52	10.00'	97°07'16"	16.95'	S23°49'29"E	14.99'
C53	472.50'	14°34'24"	120.18'	S83°07'51"W	119.86'
C54	10.00'	92°03'23"	16.07'	N43°33'16"W	14.39'
C55	367.50'	2°47'43"	17.93'	S01°04'34"W	17.93'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C56	10.00'	90°00'00"	15.71'	N44°40'43"E	14.14'
C57	747.50'	0°05'09"	1.12'	S89°38'08"W	1.12'
C58	692.50'	0°06'30"	1.31'	S89°37'28"W	1.31'
C59	10.00'	90°00'00"	15.71'	N45°19'17"W	14.14'
C60	20.00'	88°53'47"	31.03'	N44°07'36"E	28.01'
C61	2800.00'	0°05'00"	4.07'	N16°20'14"E	4.07'
C62	10.00'	93°33'40"	16.33'	S49°15'15"W	14.57'
C63	312.50'	2°47'43"	15.25'	S01°04'34"W	15.24'
C64	340.00'	2°47'43"	16.59'	S01°04'34"W	16.59'
C65	10.00'	90°00'00"	15.71'	S45°19'17"E	14.14'
C66	10.00'	90°00'00"	15.71'	S44°40'43"W	14.14'
C67	20.00'	87°17'13"	30.47'	S43°57'55"E	27.61'
C68	20.00'	85°00'41"	29.67'	N33°17'11"E	27.03'
C69	20.00'	89°10'34"	31.13'	N53°48'27"W	28.08'
C70	10.00'	95°12'57"	16.62'	S16°04'54"W	14.77'
C71	10.00'	95°12'57"	16.62'	N79°08'03"W	14.77'
C72	422.50'	2°51'09"	21.03'	S51°49'54"W	21.03'
C73	20.00'	86°09'15"	30.07'	S52°17'47"E	27.32'
C74	510.00'	53°27'43"	475.87'	S62°56'51"W	458.80'
C75	590.00'	52°21'30"	539.16'	S62°23'44"W	520.59'
C76	20.00'	89°59'58"	31.42'	S08°47'00"E	28.28'
C77	20.00'	90°00'00"	31.42'	S81°12'59"W	28.28'
C78	20.00'	85°38'29"	29.89'	S35°54'54"W	27.19'
C79	20.00'	85°38'29"	29.89'	N49°43'35"W	27.19'
C80	182.93'	11°01'42"	35.21'	N77°24'43"W	35.16'
C81	168.58'	3°04'03"	9.03'	N68°48'05"W	9.02'
C82	136.75'	12°34'47"	30.02'	S73°33'27"E	29.96'
C83	13.33'	33°38'39"	7.83'	S62°32'43"E	7.72'
C84	19.61'	112°31'30"	38.51'	N23°59'15"W	32.62'
C85	15.38'	106°50'34"	28.68'	N03°00'43"W	24.70'
C86	3.00'	92°37'00"	4.85'	S00°07'21"W	4.34'
C87	125.66'	23°11'23"	50.86'	S58°01'33"W	50.51'
C88	700.00'	24°32'08"	299.76'	S78°26'46"W	297.47'
C89	20.00'	89°56'27"	31.40'	S04°02'56"E	28.27'
C90	20.00'	87°38'35"	30.59'	S53°21'01"E	27.70'
C91	312.50'	1°46'03"	9.64'	N81°56'41"E	9.64'
C92	52.00'	150°51'05"	136.91'	S51°10'29"W	100.65'
C93	750.00'	7°44'33"	101.35'	N49°49'56"W	101.27'
C94	35.00'	87°20'36"	53.35'	S55°36'41"E	48.34'
C95	35.00'	92°39'24"	56.60'	N34°23'18"E	50.63'
C96	1600.00'	2°21'03"	65.65'	S10°45'52"E	65.65'
C97	298.00'	15°58'02"	83.05'	S26°08'13"E	82.78'
C98	312.00'	7°01'40"	38.27'	S30°38'30"E	38.25'
C99	370.00'	19°09'05"	123.67'	S01°04'36"W	123.10'
C100	384.00'	19°09'05"	128.35'	S01°04'36"W	127.76'
C101	2314.00'	11°55'54"	481.89'	N02°31'59"W	481.02'
C102	2300.00'	11°55'54"	478.97'	N02°31'59"W	478.11'
C103	493.00'	10°12'14"	87.80'	N08°32'05"E	87.68'
C104	507.00'	18°03'35"	159.81'	N12°27'46"E	159.15'
C105	257.00'	13°45'14"	61.69'	N08°33'09"E	61.54'
C106	1742.00'	4°58'10"	151.09'	S12°54'26"W	151.05'
C107	1112.50'	12°31'12"	243.10'	N16°40'57"E	242.62'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N87°45'26"E	127.03'
L2	N73°52'11"E	31.67'
L3	S51°33'09"E	75.88'
L4	N67°22'59"E	170.00'
L5	N38°28'36"E	65.35'
L6	S45°19'49"W	92.67'
L7	S10°52'07"E	267.66'
L8	S63°03'20"E	41.57'
L9	S85°28'40"W	57.01'
L10	N79°15'57"W	25.97'
L11	S28°40'02"W	63.17'
L12	N51°33'09"W	69.87'
L13	N89°37'32"W	162.05'
L14	N00°45'58"E	45.23'
L15	N45°44'35"W	70.71'
L16	N64°13'12"E	25.58'
L17	S64°13'12"W	28.65'
L18	N79°04'54"W	3.88'
L19	S00°45'58"W	29.00'
L20	N62°19'12"W	40.39'
L21	S53°42'34"E	55.00'
L22	S30°11'16"E	29.06'
L23	N81°36'16"E	32.17'
L24	N81°36'16"E	26.12'
L25	S81°36'16"W	18.09'
L26	S24°44'09"W	39.83'
L27	N02°28'25"E	102.65'
L28	N00°19'17"W	110.17'
L29	N89°40'43"E	18.88'
L30	S89°40'43"W	18.88'
L31	N00°19'17"W	116.16'
L32	N89°40'43"E	37.50'
L33	N89°40'43"E	37.50'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L34	N02°28'25"E	100.21'
L35	N00°19'17"W	110.17'
L36	S89°40'43"W	20.15'
L37	N89°40'43"E	20.00'
L38	N00°19'17"W	116.98'
L39	N81°36'16"E	33.45'
L40	N31°31'34"W	39.21'
L41	N36°12'59"E	31.04'
L42	S09°13'10"E	49.84'
L43	N71°09'38"W	5.53'
L44	N19°39'53"E	23.50'
L45	S17°23'30"W	29.54'
L46	S32°27'52"W	9.38'
L47	S56°33'51"E	4.73'
L48	S11°09'35"E	8.30'
L49	S54°25'03"W	77.90'
L50	S79°34'40"W	46.28'
L51	N45°57'18"W	33.19'
L52	N44°31'56"E	5.00'
L53	N46°11'09"W	0.93'
L54	N09°13'10"W	48.70'
L55	N82°49'42"E	1.01'
L56	N10°44'03"E	67.50'
L57	N89°40'43"E	20.16'
L58	N89°40'43"E	20.79'
L59	S89°40'43"W	20.15'
L60	S89°40'43"W	21.23'
L61	S60°38'45"E	21.97'
L62	S60°38'45"E	21.50'
L63	S28°37'16"E	21.21'
L64	N24°44'09"E	25.45'

Westwood

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

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 22 OF 22

SUBDIVISION AGREEMENT
Tanterra Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality (the “**Town**”), and North Parker Investments, LLC, an Arizona limited liability company, its successors and assigns (the “**Property Owner**”).

RECITALS

A. The Property Owner is the owner of certain real property located in the Town of Parker known as Tanterra Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”). Property Owner has held the Property for investment for approximately 13 years and desires to enable the future development of a quality master-planned community on the Property by a subsequent purchaser or purchasers of 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 (the “**Final Plat**”).

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Property Owner.

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 Property Owner, 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 Property Owner hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Property Owner on May 5, 2014, which was recorded at Reception No. 2015001482 of the Douglas County real estate records, as amended by that First Amendment dated November 26, 2014 and recorded at Reception No. 2015004838, by that Second Amendment dated September 21, 2015 and recorded at Reception No. 2015089147, by that Third Amendment dated November 16, 2020 and recorded at Reception No. 2020121826, by that Fourth Amendment dated November 1, 2021 and recorded at Reception No. 2021135176, that Fifth Amendment dated March 7, 2022 and recorded at Reception No. 2022019664, and that Sixth Amendment dated January 3, 2023, and recorded at Reception No. 2023000336 (as amended, the “**Annexation Agreement**”). The

Property Owner further agrees to perform any and all requirements of that certain Resolution No. 19-023 dated April 15, 2019, which Resolution was amended by Resolution No. 21-022 dated May 3, 2021, Resolution No. 21-022.1 dated November 1, 2021, and Resolution No. 22-014 dated March 7, 2022 (as amended, “**Partial Waiver**”). 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. In the event of a conflict between this Agreement and the Annexation Agreement, the Annexation Agreement will control. In the event of any conflict between the Annexation Agreement and the Partial Waiver, the Annexation Agreement will control, unless the Partial Waiver expressly varies or waives the provision(s) of the Annexation Agreement. In the event of a conflict between the Partial Waiver and this Agreement, the Partial Waiver will control. Therefore, the order of precedence shall be as follows: 1) the Annexation Agreement, 2) the Partial Waiver, and 3) this Agreement.

3. Fees. The following fees shall be paid to the Town by the Property Owner.

a. The Property Owner 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 Property Owner 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 Property Owner shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Property Owner shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Property Owner 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, as defined below.

4. Specific Conditions. The Property Owner hereby agrees that:

a. Compliance with the Endangered Species Act. Any approval obtained from the Town of Parker does not obviate the Property Owner’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. Streetscape Improvements. Prior to probationary acceptance of all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the Final Plat, landscape plans and the associated construction documents for the Property (the “**Public Improvements**”), the Property Owner shall install all plant material and related irrigation facilities as described in the landscape plans approved by the

Town for the Property (the “**Streetscape Improvements**”). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, or ii) cash security to be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein (the “**Streetscape Security**”), and the Property Owner will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town’s Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Landscape Improvements. Prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the “**Landscape Improvements**”). If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, or ii) cash security to be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as described in **Exhibit F**, attached and incorporated herein (the “**Landscape Security**”), and the Property Owner will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town.

d. Median Landscape Improvements. Prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property for the Chambers Road, Tammy Lane, Great Plain Way and Bramwell Drive Medians (the “**Median Landscape Improvements**”). If installation of the Median Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, or ii) cash security to be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as described in **Exhibit G**, attached and incorporated herein (the “**Median Landscape Security**”), and the Property Owner will complete the Median Landscape

Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Median Landscape Security, in the exercise of its sole discretion, as the Median Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town.

e. Community Park Improvements. On or before the date set forth in Paragraph 9.b, the Property Owner shall install all park improvements within the Community Park Tract as described in the landscape and construction plans approved by the Town for the Property (the “**Community Park Improvements**”), subject to the two (2) year warranty provisions of this Agreement. For purposes of clarity, the Community Park Tract is also known as Planning Area 43. The Property Owner shall maintain or cause to be maintained the Community Park Improvements in accordance with the provisions of **Exhibit H** until final acceptance of such improvements by the Town. Upon completion of the Community Park Improvements, the Community Park Tract shall be open to the public and the Town shall be permitted to utilize the Community Park Improvements for programming or other Town purposes during the two-year warranty period; provided, however, that this use shall be subject to the parties’ maintenance obligations set forth in **Exhibit H**. The Property Owner will not be responsible for field preparation for any Town-programmed activities or damage occurring due to the Town-programmed activities on the Community Park Tract during the two-year warranty period.

f. Pool & Clubhouse. Prior to the issuance of the 750th building permit for Segment 1 of Anthology North, as described in the Partial Waiver (“**Segment 1**”) or October 31, 2025, whichever occurs first, the Property Owner shall construct and receive a certificate of occupancy for the pool and clubhouse to be located within the Community Park Tract on Lot 1, Tanterra Filing No. 1 (the “**Pool Improvements**”). In the event the certificate of occupancy is not obtained for the Pool Improvements at the time of the 750th building permit for Segment 1 or on or before October 31, 2025, whichever occurs first, the Town’s Planning Director may increase the number of building permits to be issued for Segment 1 of Anthology North to a total of 1,000 building permits, if the Planning Director, in his or her sole discretion, determines that substantial progress is being made towards completion of the Pool Improvements and that any delays in construction have been caused by matters outside of the control of the Property Owner. No additional building permits in excess of 1000 shall be issued for Segment 1 of Anthology North until after the certificate of occupancy has been issued for the Pool Improvements.

g. District 4 Responsibilities. It shall be the responsibility of Cherry Creek Metropolitan District No. 4 (“**District 4**”) to own and maintain the Pool Improvements as set forth in that intergovernmental agreement between the Town and District 4, as amended (the “**IGA**”). For purposes of clarity, the Town shall not accept ownership of any portion of Lot 1, Tanterra Filing No. 1 on which the Pool Improvements are located. It shall also be the responsibility of the District to maintain the streetscape, including the tree lawn and median adjacent to the Community Park Tract that will be dedicated to the Town by the Final Plat, as set forth in the IGA.

h. Conveyance of Open Space Tracts. At the time of recordation of the Final Plat, the Property Owner shall convey the open space tracts by special warranty deed free and clear of all liens and encumbrances and real estate taxes prorated to the date of conveyance, as 14 separate parcels (Tracts B, C, E, F, G, H, I, K, M, O, S, T, V, and W on the Final Plat) (the “**Open**

Space Tracts”) to District 4, which shall meet the minimum size requirements as outlined within the Annexation Agreement for the Property.

i. Use of Open Space Property. Use of the Open Space Tracts, except Tracts H and Y, as “well sites” (except as otherwise provided in the Annexation Agreement), “water storage facilities” (except for a lift station) or “above ground sewer facilities” is not consistent with the intended use of the Open Space Tracts and is not an acceptable use of the Open Space Tracts.

j. Chambers Roadway Construction. Prior to the issuance of any residential building permit on the Property, the Property Owner shall construct one-half (1/2) of the principal arterial roadway section for Chambers Road, including all necessary auxiliary, acceleration and deceleration lanes, and full-width grading, from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive (the “**Initial Chambers Roadway**”). No later than one year following the Town’s probationary acceptance of the Initial Chambers Roadway, the Property Owner shall complete and receive probationary acceptance for the remaining one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive and the full principal arterial roadway section of Chambers Road, including the grade-separated trail crossing for the multi-use trail near the intersection of Chambers Road and Bramwell Drive, from the northern boundary of Planning Area 40 to the southern boundary of the Anthology North property, as described in the Annexation Agreement (the “**Remaining Chambers Roadway**”). The Remaining Chambers Roadway shall be inclusive of all necessary auxiliary, acceleration, and deceleration lanes. The Property Owner may defer construction of the sidewalk on the western side of Chambers Road from Hess Road to the southern boundary of the Anthology North property; provide, however, such sidewalk shall be constructed prior to probationary acceptance of the Public Improvements associated with the first final plat in Segment 3 as defined in the Annexation Agreement, which includes Planning Areas 20-33, as described in the approved Anthology North Development Plan and Guide for the Northern Property, as amended (“**PD Guide**”); provided, further, if Planning Area 18, as described in the PD Guide, is platted prior to probationary acceptance of the Public Improvements associated with the first final plat in Segment 3, the sidewalk on the western side on Chambers Road from Hess Road to Great Plain Way shall be constructed prior to probationary acceptance of Public Improvements associated with the first final plat in Planning Area 18, as described in the PD Guide. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that pursuant to the Annexation Agreement, the developer of the Looking Glass project, which is the adjacent property to the south described as the “**Southern Property**” in the Annexation Agreement for the Property, is responsible to install all improvements for the intersection of Stroh Road and Chambers Road, and that no building permits for homes to be constructed within the Property shall be withheld as a result of any delay by such developer in completing such improvements.

k. Chambers Road and Great Plain Way Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Chambers Road and Great Plain Way. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Chambers Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00),

which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Chambers Signal Cost**”). The Chambers Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Chambers Signal Payment**”). The Chambers Signal Letter of Credit shall be replaced with the Chambers Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Chambers Design Payment**”). The Chambers Signal Payment shall be reduced by the amount of the Chambers Design Payment. After the Town receives the Chambers Design Payment, the Property Owner may reduce the amount of the Chambers Signal Letter of Credit by the amount of the Chambers Design Payment and reissue the Chambers Signal Letter of Credit in the new amount at the Property Owner’s sole expense.

l. Hess Road and Tammy Lane Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Hess Road and Tammy Lane. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Hess Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Hess Signal Cost**”). The Hess Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Hess Signal Payment**”). The Hess Signal Letter of Credit shall be replaced with the Hess Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Hess Design Payment**”). The Hess Signal Payment shall be reduced by the amount of the Hess Design Payment. After the Town receives the Hess Design Payment, the Property Owner may reduce the amount of the Hess Signal Letter of Credit by the amount of the Hess Design Payment and reissue the Hess Signal Letter of Credit in the new amount at the Property Owner’s sole expense.

m. Chambers Road and Bramwell Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Chambers Road and Bramwell Drive. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Bramwell Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00),

which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Bramwell Signal Cost**”). The Bramwell Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Bramwell Signal Payment**”). The Bramwell Signal Letter of Credit shall be replaced with the Bramwell Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Bramwell Design Payment**”). The Bramwell Signal Payment shall be reduced by the amount of the Bramwell Design Payment. After the Town receives the Bramwell Design Payment, the Property Owner may reduce the amount of the Bramwell Signal Letter of Credit by the amount of the Bramwell Design Payment and reissue the Bramwell Signal Letter of Credit in the new amount at the Property Owner’s sole expense.

n. Hess Road and Chambers Road Traffic Signal. Prior to probationary acceptance of the Public Improvements, the Property Owner shall design and construct the necessary improvements to the traffic signal at the intersection of Hess Road and Chambers Road, in accordance with the construction plans approved by the Town.

o. Stroh Road Design Reimbursement for Shared Obligation Area. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Sixty-Six Thousand Six Hundred Eighty-Five Dollars and Eighty-Five Cents (\$66,685.85), which payment is reimbursement to the owner of the real property commonly known as the Looking Glass property for one-half (1/2) of the cost to design Stroh Road through the Shared Stroh Obligation Area, as more particularly defined in the Annexation Agreement, as amended from time to time, as well as the Partial Waiver (the “**Shared Stroh Obligation Area**”).

p. Stroh Road Grading Reimbursement for Shared Obligation Area. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Three Hundred Seventy-Three Thousand Eight Hundred One Dollars and Forty-Three Cents (\$373,801.43), which payment is reimbursement to the Looking Glass property for one-half (1/2) of the cost to grade Stroh Road through the Shared Stroh Obligation Area.

q. Stroh Gulch Drainageway Improvements. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town One Million Four Hundred Twenty-Nine Thousand Two Hundred Sixty-Four Dollars and Fifty Cents (\$1,429,264.50), which is fifty percent (50%) of the cost to construct the major drainageway improvements to Stroh Gulch through the Property. No later than three (3) months following the recordation of this agreement, the Property Owner shall pay or cause to be paid to the Town the remaining One Million Four Hundred Twenty-Nine Thousand Two Hundred Sixty-Four Dollars and Fifty Cents (\$1,429,264.50), which payments together constitute one hundred percent (100%) of the cost to construct the major drainageway improvements to Stroh Gulch through the Property.

r. Oak Gulch Drainageway Improvements – Chambers Road and Tammy Lane. Prior to recordation of the Final Plat, the Property Owner shall pay or caused to be paid to

the Town Two Million One Hundred Thirty-Three Thousand Nine Hundred Nine Dollars and Sixty-Five Cents (\$2,133,909.65), which is fifty percent (50%) of the cost to construct the major drainageway improvements to Oak Gulch associated with this subdivision at Chambers Road and Tammy Lane (the “**Initial Oak Gulch Payment**”). No later than three (3) months following the recordation of this Agreement, the Property Owner shall pay or cause to be paid to the Town the remaining amount of Two Million One Hundred Thirty-Three Thousand Nine Hundred Nine Dollars and Sixty-Five Cents (\$2,133,909.65), which together with the Initial Oak Gulch Payment constitutes one hundred percent (100%) of the cost to construct the major drainageway improvements to Oak Gulch associated with this subdivision at Chambers Road and Tammy Lane.

s. Oak Gulch Drainageway Improvements – Eastern Project Limits. Within thirty (30) days following notice from the Town, as provided in Paragraph 24 of this Agreement, but in no event earlier than the date of recordation of the final plat of the first filing of Segment 1(C), as described in the Partial Waiver, the Property Owner shall pay or cause to be paid to the Town one hundred percent (100%) of the cost to design and construct major drainageway improvements to Oak Gulch between the eastern project limits and the existing drainageway improvements to the east, as described in **Exhibit I**, as determined by the Town and the Mile High Flood District.

t. Shared Stroh Obligation Payment. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town the “**Shared Stroh Payment Obligation**” in the amount of Seven Hundred Eleven Thousand Four Hundred Seventy-Nine Dollars and Fifty-Eight Cents (\$711,479.58), as provided by Paragraph 12(b)(vi)(2)(c) of the Annexation Agreement, as amended. The Shared Stroh Payment Obligation may be financially secured with a letter of credit in a form acceptable to the Town as provided by Paragraph 12(b)(vi)(2)(c) of the Annexation Agreement, as amended. This payment obligation accounts for the 494 lots proposed within the preliminary plan for Tanterra Filings No. 2 through 7, as shown in **Exhibit J**. In the event that any of these filings ultimately are approved for lots in excess of that shown in **Exhibit J**, the filings shall be required to provide an additional Shared Stroh Obligation Payment.

u. Building Permits for Subsequent Phases. No building permits for homes to be constructed pursuant to future subdivision plats for Tracts D, J, L, P, R and U, Tanterra Filing No. 1 shall be issued until the Public Improvements as described herein, except the Remaining Chambers Roadway, have been granted probationary acceptance by the Town.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Property Owner; the Town’s Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Property Owner, 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 Property Owner thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Property Owner may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements, Community Park Improvements, and Warranty.

a. Construction of Improvements. All Public Improvements and Community Park Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Property Owner and dedicated and/or conveyed to the Town. The Public Improvements and Community Park 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 and Community Park Improvements, are set forth on **Exhibits C-1, C-2, and K**, respectively, attached hereto and incorporated herein. All Public Improvements and Community Park 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.

b. Warranty Period. The Property Owner shall warrant any and all Public Improvements and Community Park 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 and Community Park Improvements, as approved by the Town. For purposes of clarity, the Town's Director of Engineering/Public Works may separately grant probationary acceptance for the Public Improvements and the Community Park Improvements. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Property Owner shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Property Owner shall warrant the following:

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

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

iii. 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 and Community Park Improvements, no matter the cause, for a period of two (2) years, as stated above.

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

d. Private Improvements. 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, the Pool Improvements, 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 Property Owner'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 or Community Park 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 and Community Park Improvements.

a. Public Improvements. The obligations of the Property Owner with respect to the Public Improvements provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before October 31, 2025, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Property Owner 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 Property Owner 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 Property Owner.

b. Community Park Improvements. The obligations of the Property Owner with respect to the Community Park Improvements provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before October 31, 2026, and proper application for acceptance of the Community Park Improvements shall be made on or before such date. Upon completion of construction by the Property Owner of such Community Park 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 Property Owner 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 Community Park Improvements until the Actual Costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Property Owner.

10. Related Costs – Public Improvements and Community Park Improvements. The Property Owner shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements and the Community Park 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 Community Park Improvements and 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.

a. Cash Security for the Public Improvements. In order to secure the construction and installation of the Public Improvements, the Property Owner 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 Property Owner's expense, with the performance guarantee described herein. The performance guarantee provided by the Property Owner shall be cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibits C-1 and C-2**, to secure the performance and completion of the Public Improvements (the "**Public Improvements Security**"). The Property Owner agrees that approval of the Final Plat by the Town is contingent upon the Property Owner's provision of the Public Improvements Security to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Property Owner to provide the Public Improvements Security to the Town, in the manner provided herein, shall negate the Town's approval of the Final Plat. The Public Improvements Security shall be paid to the Town according to the terms and conditions of the "**Financial Guarantee**," which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to

the review and approval of the Town Attorney. The Property Owner 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 the Public Improvements Security described herein and approved the Financial Guarantee.

b. Security for the Community Park Improvements. In order to secure the construction and installation of the Community Park Improvements, the Property Owner shall, on or prior to the date of probationary acceptance of all Public Improvements (“**Park Security Deadline**”), furnish the Town, at the Property Owner’s expense, with the performance guarantee described herein. The performance guarantee provided by the Property Owner shall be cash security or an irrevocable letter of credit in which the Town is designated as a beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Community Park Improvements to be constructed and installed, as set forth in **Exhibit K**, to secure the performance and completion of the Community Park Improvements (the “**Community Park Security**”). Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. If the Property Owner provides the Community Park Security in cash, it shall be paid to the Town according to the terms and conditions of the Financial Guarantee, which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney.

c. Cost Estimate. The estimated costs of the Public Improvements and the Community Park Improvements shall be a figure mutually agreed upon by the Property Owner and the Town’s Director of Engineering/Public Works, as set forth in **Exhibits C-1, C-2, and K**, respectively. If, however, they are unable to agree, the Director of Engineering/Public Works’ estimate shall govern after giving consideration to information provided by the Property Owner, 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 Property Owner agrees to pay the actual costs of all such Public Improvements and Community Park Improvements.

d. Adjusted Cost Estimate. The estimated costs of the Public Improvements and Community Park 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 or the Community Park Improvements, the Town shall give written notice to the Property Owner. The Property Owner 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 Property Owner 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 Property Owner for all required Public Improvements and Community Park 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 or Community Park Improvements not yet constructed.

e. Completion of the Public Improvements or Community Park Improvements by the Town. In the event the Public Improvements or Community Park Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantees described in Subparagraphs 12.a and 12.b to complete the Public Improvements and/or Community Park Improvements called for in this Agreement.

f. Security for Warranty Period. 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 Property Owner 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 and Community Park Improvements, respectively, to be held by the Town during the two-year warranty period for each set of improvements. If at the conclusion of the warranty period for each of either the Public Improvements or the Community Park Improvements, the Property Owner does not remedy any defects in the Public Improvements or Community Park 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 defects identified in the Public Improvements or Community Park Improvements.

13. Nuisance Conditions. The Property Owner 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 Property Owner 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 Property Owner 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 Property Owner 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 or cause to be maintained certain project improvements, including, but not limited to, the Pool Improvements, 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 Property Owner 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 Property Owner 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 Property Owner, or of any other person or entity for whose act or omission the Property Owner is liable, with respect to construction of the Public Improvements and Community Park Improvements; and the Property Owner 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 Property Owner 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 Property Owner shall require that all contractors and other employees engaged in construction of Public Improvements and Community Park 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 Property Owner 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 Property Owner, 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 Property Owner and a court of competent jurisdiction determines that the Property Owner was in default in the performance of the Agreement, the Property Owner 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
Property Owner: North Parker Investments, LLC
Attn: Seldin Real Estate
7339 East Evans Road, Suite 201
Scottsdale, Arizona 85258
E-mail: scott.seldin@ssrei.com
E-mail: bob.myers@ssrei.com

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

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Property Owner 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 Property Owner agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement. Notwithstanding the foregoing, the Town consents to the assignment of this Agreement to Tanterra Development II, LLC (the "**Assignee**"), on the conditions that (a) the Assignee provides the Town with replacements of any letters of credit posted by Property Owner pursuant to the Agreement in a form and in an amount that is acceptable to the Town, on or before the date that is thirty (30) days after mutual execution of this Agreement; and (b) on or before the date that is thirty (30) days after mutual execution of this Agreement, the Property Owner and Assignee execute and deliver to the Town the "Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement," which is attached hereto as **Exhibit L** and incorporated by this reference.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Property Owner 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 Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

30. Force Majeure. Whenever the Property Owner is required to complete the construction, repair, or replacement of Public Agreements by an agreed deadline, Property Owner shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Property Owner, including, but not limited to, acts of God, weather, fires, and strikes.

[Remainder of the page intentionally left blank]

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

**NORTH PARKER INVESTMENTS, LLC, an
Arizona limited liability company**

By: Anthology Management LLC., an
Arizona limited liability company

By: _____
Scott A. Seldin, Sole Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

ATTEST:

The foregoing instrument was acknowledged before me this 14th day of February, 2023, by Scott A. Seldin, Sole Member of Anthology Management L.L.C., an Arizona limited liability company, manager of North Parker Investments, LLC, an Arizona limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL:

My commission expires: 12-19-25.

Notary Public

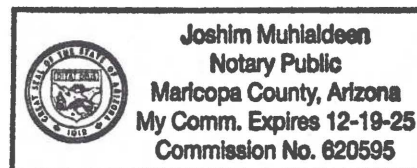


EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Financial Guarantee
Exhibit D-1	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Estimated Cost of Median Landscape Improvements
Exhibit H	Community Park Improvements Maintenance Requirements
Exhibit I	Vicinity Map – Oak Gulch Drainageway Improvements
Exhibit J	Shared Stroh Obligation Payment – Preliminary Draft Final Plats for Tanterra Filing Numbers 2 through 7
Exhibit K	Estimated Cost of Community Park Improvements
Exhibit L	Assignment and Assumption Agreement for Tanterra Filing 1 Subdivision Agreement

EXHIBIT A

TANTERRA PARCEL 1A

LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28286, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561, IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°17'08" EAST, A DISTANCE OF 2541.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING SIX (6) COURSES TO FOLLOW SAID RIGHT OF WAY;

1. NORTH 87°45'26" EAST, A DISTANCE OF 127.03 FEET;
2. NORTH 73°52'11" EAST, A DISTANCE OF 31.67 FEET;
3. NORTH 87°45'49" EAST, A DISTANCE OF 244.10 FEET;
4. SOUTH 51°33'09" EAST, A DISTANCE OF 75.88 FEET;
5. SOUTH 10°52'07" EAST, A DISTANCE OF 323.05 FEET, TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS SOUTH 11°22'38" EAST, 22.83 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF THAT CERTAIN RIGHT OF WAY ACQUISITION RECORDED AT RECEPTIONS NUMBER 20055036076 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID RIGHT OF WAY ACQUISITION;

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 10°43'55", AN ARC LENGTH OF 240.69 FEET, THE CHORD OF WHICH BEARS SOUTH 17°10'45" EAST, 240.34 FEET, TO A POINT OF NON-TANGENCY;
2. THENCE NORTH 67°22'59" EAST, A DISTANCE OF 170.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°43'56", AN ARC LENGTH OF 208.85 FEET, THE CHORD OF WHICH BEARS NORTH 17°10'05" WEST, 208.55 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID HESS ROAD AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING SEVEN (7) COURSES TO FOLLOW SAID SOUTHERLY RIGHT OF WAY;

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 19.81 FEET, THE CHORD OF WHICH BEARS NORTH 11°22'38" WEST, 19.81 FEET TO A POINT OF TANGENCY;

2. NORTH 10°52'07" WEST, A DISTANCE OF 296.76 FEET;
3. NORTH 38°28'36" EAST, A DISTANCE OF 65.35 FEET;
4. NORTH 87°47'34" EAST, A DISTANCE OF 712.83 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5661.50 FEET, A CENTRAL ANGLE OF 04°19'26", AN ARC LENGTH OF 427.24 FEET, THE CHORD OF WHICH BEARS NORTH 89°55'39" EAST, 427.14 FEET TO A POINT OF NON-TANGENCY;
6. SOUTH 87°54'37" EAST, A DISTANCE OF 829.56 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 03°01'06", AN ARC LENGTH OF 124.35 FEET, THE CHORD OF WHICH BEARS SOUTH 89°25'11" EAST, 124.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33. SAID POINT BEING A POINT OF NON-TANGENCY;

THENCE SOUTH 00°04'20" EAST, ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2375.50 FEET, A CENTRAL ANGLE OF 03°00'47", AN ARC LENGTH OF 124.92 FEET, THE CHORD OF WHICH BEARS NORTH 89°25'01" WEST, 124.90 FEET;

THENCE NORTH 87°54'37" WEST, A DISTANCE OF 829.52 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5646.50 FEET, A CENTRAL ANGLE OF 04°19'27", AN ARC LENGTH OF 426.16 FEET, THE CHORD OF WHICH BEARS SOUTH 89°55'40" WEST, 426.06 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 87°47'34" WEST, A DISTANCE OF 667.62 FEET;

THENCE SOUTH 45°19'49" WEST, A DISTANCE OF 92.67 FEET;

THENCE SOUTH 10°52'07" EAST, A DISTANCE OF 267.66 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 11°39'56", AN ARC LENGTH OF 223.97 FEET, THE CHORD OF WHICH BEARS SOUTH 16°42'05" EAST, 223.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 22°32'03" EAST, A DISTANCE OF 924.29 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 03°37'28", AN ARC LENGTH OF 177.12 FEET, THE CHORD OF WHICH BEARS SOUTH 20°43'19" EAST, 177.09 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 63°03'20" EAST, A DISTANCE OF 41.57 FEET;

THENCE NORTH 72°48'29" EAST, A DISTANCE OF 179.64 FEET;

THENCE NORTH 81°55'39" EAST, A DISTANCE OF 122.60 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 20°38'52", AN ARC LENGTH OF 198.20 FEET, THE CHORD OF WHICH BEARS SOUTH 89°35'23" EAST, 197.13 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 79°15'57" EAST, A DISTANCE OF 119.81 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 21°08'07", AN ARC LENGTH OF 173.37 FEET, THE CHORD OF WHICH BEARS SOUTH 89°50'00" EAST, 172.39 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79°35'56" EAST, A DISTANCE OF 480.79 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 18°44'00", AN ARC LENGTH OF 192.91 FEET, THE CHORD OF WHICH BEARS NORTH 88°57'56" EAST, 192.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°40'04" EAST, A DISTANCE OF 264.36 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 21°40'17", AN ARC LENGTH OF 223.16 FEET, THE CHORD OF WHICH BEARS SOUTH 70°49'55" EAST, 221.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 59°59'46" EAST, A DISTANCE OF 501.70 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 61°35'09", AN ARC LENGTH OF 601.93 FEET, THE CHORD OF WHICH BEARS NORTH 89°12'39" EAST, 573.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 58°25'04" EAST, A DISTANCE OF 356.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 25°44'59", AN ARC LENGTH OF 247.18 FEET, THE CHORD OF WHICH BEARS NORTH 71°17'34" EAST, 245.11 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°24'05", AN ARC LENGTH OF 29.11 FEET, THE CHORD OF WHICH BEARS NORTH 42°28'00" EAST, 26.61 FEET;

THENCE NORTH 00°45'58" EAST, A DISTANCE OF 45.23 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 32°33'56", AN ARC LENGTH OF 338.47 FEET, THE CHORD OF WHICH BEARS NORTH 17°02'56" EAST, 333.93 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33°19'54" EAST, A DISTANCE OF 122.96 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 61°09'18", AN ARC LENGTH OF 501.66 FEET, THE CHORD OF WHICH BEARS NORTH 02°45'15" EAST, 478.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27°49'24" WEST, A DISTANCE OF 231.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 27°04'47", AN ARC LENGTH OF 259.95 FEET, THE CHORD OF WHICH BEARS NORTH 14°17'00" WEST, 257.53 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°44'37" WEST, A DISTANCE OF 121.86 FEET;

THENCE NORTH 45°44'35" WEST, A DISTANCE OF 70.71 FEET;

THENCE SOUTH 89°15'27" WEST, A DISTANCE OF 218.09 FEET;

THENCE NORTH 86°30'36" WEST, A DISTANCE OF 203.24 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID HESS ROAD;

THENCE NORTH 89°15'27" EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 511.08 FEET TO THE NORTHWEST CORNER OF TRACT N, SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 2020020677 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING EIGHTEEN (18) COURSES TO FOLLOW THE WESTERLY BOUNDARY OF SAID SUNMARKE FILING NO. 1A;

1. SOUTH 01°31'33" EAST, A DISTANCE OF 235.08 FEET;
2. SOUTH 77°48'21" EAST, A DISTANCE OF 445.82 FEET;
3. NORTH 83°44'15" EAST, A DISTANCE OF 845.21 FEET;
4. SOUTH 06°40'12" EAST, A DISTANCE OF 413.80 FEET;
5. SOUTH 65°33'49" WEST, A DISTANCE OF 67.52 FEET;
6. SOUTH 58°33'38" WEST, A DISTANCE OF 65.91 FEET;
7. SOUTH 57°11'36" WEST, A DISTANCE OF 61.94 FEET;
8. NORTH 86°57'34" WEST, A DISTANCE OF 107.52 FEET;
9. SOUTH 43°24'16" WEST, A DISTANCE OF 865.45 FEET, TO A POINT OF CURVATURE;
10. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 67°56'30", AN ARC LENGTH OF 207.52 FEET, THE CHORD OF WHICH BEARS SOUTH 72°57'10" WEST, A DISTANCE OF 195.57 FEET, TO A POINT OF NON-TANGENCY;
11. SOUTH 34°13'40" WEST, A DISTANCE OF 242.54 FEET;
12. SOUTH 22°24'09" WEST, A DISTANCE OF 69.76 FEET;
13. SOUTH 67°27'35" EAST, A DISTANCE OF 22.58 FEET, TO A POINT OF CURVATURE;
14. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 20°57'22", AN ARC LENGTH OF 170.07 FEET, THE CHORD OF WHICH BEARS SOUTH 57°02'51" EAST, A DISTANCE OF 169.13 FEET, TO A POINT OF TANGENCY;
15. SOUTH 46°37'36" EAST, A DISTANCE OF 125.80 FEET, TO A POINT OF CURVATURE;
16. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 03°44'11", AN ARC LENGTH OF 21.85 FEET, THE CHORD OF WHICH BEARS SOUTH 48°26'41" EAST, A DISTANCE OF 21.84 FEET;
17. SOUTH 46°17'42" EAST, A DISTANCE OF 25.23 FEET;
18. SOUTH 27°14'29" WEST, A DISTANCE OF 203.54 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 7TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074962 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 7TH AMENDMENT, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 27°16'26" WEST, A DISTANCE OF 405.89 FEET;
2. SOUTH 42°38'10" WEST, A DISTANCE OF 600.62 FEET;
3. SOUTH 37°09'18" WEST, A DISTANCE OF 217.28 FEET;
4. SOUTH 13°57'41" WEST, A DISTANCE OF 115.84 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 6TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074956 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 6TH AMENDMENT THE FOLLOWING THREE (3) COURSES:

1. SOUTH 13°57'41" WEST, A DISTANCE OF 203.08 FEET;
2. SOUTH 41°04'26" EAST, A DISTANCE OF 298.72 FEET;
3. SOUTH 27°30'01" EAST, A DISTANCE OF 875.15 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, 1ST AMENDMENT, RECORDED AT RECEPTION NUMBER 2016032140 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 17C, 1ST AMENDMENT, SOUTH 27°38'24" EAST, A DISTANCE OF 154.56 FEET;

THENCE THE FOLLOWING NINETY-SIX (96) COURSES TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2011077256 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

1. SOUTH 72°10'26" WEST, A DISTANCE OF 279.45 FEET;
2. NORTH 12°21'26" EAST, A DISTANCE OF 55.69 FEET;
3. NORTH 09°34'05" EAST, A DISTANCE OF 55.69 FEET;
4. NORTH 06°46'44" EAST, A DISTANCE OF 55.69 FEET;
5. NORTH 01°30'57" WEST, A DISTANCE OF 55.81 FEET;
6. NORTH 02°08'56" WEST, A DISTANCE OF 55.44 FEET;
7. NORTH 02°57'42" WEST, A DISTANCE OF 50.06 FEET;
8. NORTH 06°39'52" WEST, A DISTANCE OF 89.79 FEET;
9. NORTH 20°10'53" WEST, A DISTANCE OF 65.50 FEET;
10. NORTH 69°05'54" WEST, A DISTANCE OF 106.52 FEET;
11. NORTH 82°27'13" WEST, A DISTANCE OF 64.42 FEET;
12. NORTH 77°48'34" WEST, A DISTANCE OF 66.15 FEET;
13. NORTH 09°55'55" EAST, A DISTANCE OF 50.00 FEET;

14. NORTH 30°53'43" EAST, A DISTANCE OF 63.57 FEET;
15. NORTH 12°50'03" EAST, A DISTANCE OF 62.00 FEET;
16. NORTH 08°34'18" WEST, A DISTANCE OF 72.73 FEET;
17. NORTH 36°16'10" WEST, A DISTANCE OF 80.25 FEET;
18. NORTH 62°36'33" WEST, A DISTANCE OF 93.81 FEET;
19. SOUTH 81°05'48" WEST, A DISTANCE OF 86.67 FEET;
20. SOUTH 89°08'50" WEST, A DISTANCE OF 53.88 FEET;
21. SOUTH 05°47'03" WEST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1732.50 FEET, A CENTRAL ANGLE OF 11°59'12", AN ARC LENGTH OF 362.45 FEET, THE CHORD OF WHICH BEARS SOUTH 89°47'27" WEST, 361.79 FEET;
23. SOUTH 83°47'51" WEST, A DISTANCE OF 12.84 FEET, TO A POINT OF CURVATURE;
24. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°48'10", AN ARC LENGTH OF 29.88 FEET, THE CHORD OF WHICH BEARS NORTH 74°48'04" WEST, 29.19 FEET, TO A POINT OF CURVATURE;
25. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 150°51'05", AN ARC LENGTH OF 136.91 FEET, THE CHORD OF WHICH BEARS SOUTH 51°10'29" WEST, 100.65 FEET;
26. NORTH 83°03'47" WEST, A DISTANCE OF 115.00 FEET;
27. SOUTH 03°48'53" WEST, A DISTANCE OF 49.95 FEET;
28. SOUTH 09°53'41" WEST, A DISTANCE OF 53.69 FEET;
29. SOUTH 05°34'56" WEST, A DISTANCE OF 214.46 FEET;
30. SOUTH 00°13'40" EAST, A DISTANCE OF 160.74 FEET;
31. SOUTH 03°29'05" EAST, A DISTANCE OF 53.59 FEET;
32. SOUTH 05°14'42" EAST, A DISTANCE OF 53.59 FEET;
33. SOUTH 07°00'20" EAST, A DISTANCE OF 53.59 FEET;
34. SOUTH 09°18'08" EAST, A DISTANCE OF 53.58 FEET;
35. SOUTH 11°35'09" EAST, A DISTANCE OF 253.93 FEET;
36. SOUTH 11°13'28" EAST, A DISTANCE OF 50.00 FEET;
37. SOUTH 13°49'20" EAST, A DISTANCE OF 63.69 FEET;
38. SOUTH 72°27'32" WEST, A DISTANCE OF 150.00 FEET;
39. SOUTH 74°58'53" WEST, A DISTANCE OF 50.48 FEET;
40. SOUTH 08°56'20" EAST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
41. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 01°46'03", AN ARC LENGTH OF 9.64 FEET, THE CHORD OF WHICH BEARS SOUTH 81°56'41" WEST, 9.64 FEET;

42. SOUTH $82^{\circ}49'42''$ WEST, A DISTANCE OF 1.01 FEET, TO A POINT OF CURVATURE;
43. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $87^{\circ}38'35''$, AN ARC LENGTH OF 30.59 FEET, THE CHORD OF WHICH BEARS NORTH $53^{\circ}21'00''$ WEST, 27.70 FEET, TO A POINT OF CURVATURE;
44. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1135.00 FEET, A CENTRAL ANGLE OF $09^{\circ}48'57''$, AN ARC LENGTH OF 194.45 FEET, THE CHORD OF WHICH BEARS NORTH $14^{\circ}26'12''$ WEST, 194.21 FEET, TO A POINT OF CURVATURE;
45. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF $29^{\circ}40'29''$, AN ARC LENGTH OF 282.27 FEET, THE CHORD OF WHICH BEARS NORTH $34^{\circ}10'55''$ WEST, 279.12 FEET;
46. NORTH $49^{\circ}01'09''$ WEST, A DISTANCE OF 263.55 FEET, TO A POINT OF CURVATURE;
47. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $89^{\circ}56'27''$, AN ARC LENGTH OF 31.40 FEET, THE CHORD OF WHICH BEARS NORTH $04^{\circ}02'56''$ WEST, 28.27 FEET;
48. NORTH $40^{\circ}55'18''$ EAST, A DISTANCE OF 10.02 FEET;
49. SOUTH $49^{\circ}01'09''$ EAST, A DISTANCE OF 115.00 FEET;
50. NORTH $40^{\circ}58'51''$ EAST, A DISTANCE OF 120.00 FEET;
51. NORTH $42^{\circ}38'40''$ EAST, A DISTANCE OF 63.11 FEET;
52. NORTH $34^{\circ}46'28''$ EAST, A DISTANCE OF 79.37 FEET;
53. NORTH $25^{\circ}22'41''$ EAST, A DISTANCE OF 79.37 FEET;
54. NORTH $17^{\circ}26'05''$ EAST, A DISTANCE OF 71.55 FEET;
55. NORTH $12^{\circ}09'12''$ EAST, A DISTANCE OF 68.50 FEET;
56. NORTH $10^{\circ}25'10''$ EAST, A DISTANCE OF 69.97 FEET;
57. NORTH $03^{\circ}53'57''$ EAST, A DISTANCE OF 50.04 FEET;
58. NORTH $04^{\circ}12'19''$ WEST, A DISTANCE OF 92.61 FEET;
59. NORTH $14^{\circ}03'36''$ WEST, A DISTANCE OF 79.37 FEET;
60. NORTH $23^{\circ}27'23''$ WEST, A DISTANCE OF 79.37 FEET;
61. NORTH $32^{\circ}51'11''$ WEST, A DISTANCE OF 79.37 FEET;
62. NORTH $42^{\circ}14'58''$ WEST, A DISTANCE OF 79.37 FEET;
63. NORTH $51^{\circ}38'45''$ WEST, A DISTANCE OF 79.37 FEET;
64. NORTH $61^{\circ}02'33''$ WEST, A DISTANCE OF 79.37 FEET;
65. NORTH $70^{\circ}26'20''$ WEST, A DISTANCE OF 79.37 FEET;
66. NORTH $79^{\circ}41'08''$ WEST, A DISTANCE OF 77.36 FEET;
67. NORTH $85^{\circ}27'28''$ WEST, A DISTANCE OF 60.03 FEET;
68. NORTH $83^{\circ}32'55''$ WEST, A DISTANCE OF 209.09 FEET;
69. NORTH $82^{\circ}46'00''$ WEST, A DISTANCE OF 67.80 FEET;

70. SOUTH 87°32'26" WEST, A DISTANCE OF 86.03 FEET;
71. SOUTH 77°21'11" WEST, A DISTANCE OF 86.03 FEET;
72. SOUTH 67°09'56" WEST, A DISTANCE OF 86.03 FEET;
73. SOUTH 56°58'41" WEST, A DISTANCE OF 86.03 FEET;
74. SOUTH 63°09'49" WEST, A DISTANCE OF 66.28 FEET;
75. SOUTH 57°50'26" WEST, A DISTANCE OF 65.35 FEET;
76. SOUTH 28°32'32" WEST, A DISTANCE OF 150.83 FEET, TO A POINT OF CURVATURE;
77. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 07°44'33", AN ARC LENGTH OF 101.35 FEET, THE CHORD OF WHICH BEARS NORTH 49°49'56" WEST, 101.27 FEET;
78. NORTH 53°46'59" WEST, A DISTANCE OF 78.46 FEET;
79. SOUTH 26°12'30" WEST, A DISTANCE OF 86.31 FEET, TO A POINT OF CURVATURE;
80. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 81°12'59" WEST, 28.28 FEET;
81. SOUTH 36°12'59" WEST, A DISTANCE OF 31.04 FEET, TO A POINT OF CURVATURE;
82. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 42°31'09", AN ARC LENGTH OF 448.97 FEET, THE CHORD OF WHICH BEARS SOUTH 57°28'34" WEST, 438.74 FEET, TO A POINT OF CURVATURE;
83. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS SOUTH 35°54'54" WEST, 27.19 FEET;
84. SOUTH 83°05'39" WEST, A DISTANCE OF 55.00 FEET, TO A POINT OF CURVATURE;
85. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS NORTH 49°43'35" WEST, 27.19 FEET, TO A POINT OF CURVATURE;
86. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 18°55'33", AN ARC LENGTH OF 199.84 FEET, THE CHORD OF WHICH BEARS NORTH 83°05'03" WEST, 198.94 FEET;
87. NORTH 73°37'16" WEST, A DISTANCE OF 165.10 FEET;
88. SOUTH 61°22'44" WEST, A DISTANCE OF 42.43 FEET;
89. SOUTH 16°22'44" WEST, A DISTANCE OF 230.93 FEET;
90. SOUTH 21°40'08" WEST, A DISTANCE OF 162.69 FEET;
91. SOUTH 16°22'44" WEST, A DISTANCE OF 994.47 FEET, TO A POINT OF CURVATURE;
92. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1415.00 FEET, A CENTRAL ANGLE OF 08°09'11", AN ARC LENGTH OF 201.35 FEET, THE CHORD OF WHICH BEARS SOUTH 12°18'08" WEST, 201.18 FEET;
93. SOUTH 00°14'24" EAST, A DISTANCE OF 174.12 FEET, TO A POINT OF CURVATURE;

94. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 13°05'57", AN ARC LENGTH OF 320.08 FEET, THE CHORD OF WHICH BEARS SOUTH 05°23'25" EAST, 319.38 FEET;
95. SOUTH 11°56'24" EAST, A DISTANCE OF 171.94 FEET, TO A POINT OF CURVATURE;
96. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°20'36", AN ARC LENGTH OF 53.35 FEET, THE CHORD OF WHICH BEARS SOUTH 55°36'41" EAST, 48.34 FEET TO A POINT ON THE SOUTHERLY MOST BOUNDARY OF THE PARCEL HEREIN DESCRIBED.

THENCE SOUTH 80°43'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 270.29 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 92°39'24", AN ARC LENGTH OF 56.60 FEET, THE CHORD OF WHICH BEARS NORTH 34°23'18" EAST, 50.63 FEET;

THENCE NORTH 11°56'24" WEST, A DISTANCE OF 159.41 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 02°21'03", AN ARC LENGTH OF 65.65 FEET, THE CHORD OF WHICH BEARS NORTH 10°45'52" WEST, 65.65 FEET;

THENCE NORTH 01°29'48" WEST, A DISTANCE OF 170.88 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1585.00 FEET, A CENTRAL ANGLE OF 19°50'25", AN ARC LENGTH OF 548.85 FEET, THE CHORD OF WHICH BEARS NORTH 06°27'31" EAST, 546.12 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 2058.85 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2615.00 FEET, A CENTRAL ANGLE OF 16°48'33", AN ARC LENGTH OF 767.18 FEET, THE CHORD OF WHICH BEARS NORTH 07°58'27" EAST, 764.43 FEET;

THENCE NORTH 07°13'33" WEST, A DISTANCE OF 177.08 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2600.00 FEET, A CENTRAL ANGLE OF 18°13'33", AN ARC LENGTH OF 827.06 FEET, THE CHORD OF WHICH BEARS NORTH 13°25'16" WEST, 823.58 FEET;

THENCE NORTH 22°32'03" WEST, A DISTANCE OF 69.01 FEET;

THENCE NORTH 17°13'29" WEST, A DISTANCE OF 162.10 FEET;

THENCE NORTH 22°32'03" WEST, A DISTANCE OF 613.70 FEET;

THENCE NORTH 25°52'45" WEST, A DISTANCE OF 184.99 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 07°03'19", AN ARC LENGTH OF 160.08 FEET, THE CHORD OF WHICH BEARS NORTH 14°23'46" WEST, 159.98 FEET;

THENCE NORTH 10°52'07" WEST, A DISTANCE OF 315.63 FEET;

THENCE NORTH 51°33'09" WEST, A DISTANCE OF 69.87 FEET;

THENCE SOUTH 87°45'49" WEST, A DISTANCE OF 231.06 FEET;

THENCE NORTH 89°37'32" WEST, A DISTANCE OF 162.05 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 9,723,212 SQUARE FEET OR 223.214 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 22

TOTAL ACREAGE = 223.214 ACRES, 1 LOT, 23 TRACTS

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

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBIATE 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

NORTH PARKER INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

BY: ANTHOLOGY MANAGEMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: SCOTT A. SELDIN, SOLE MEMBER

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ATTEST:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____.

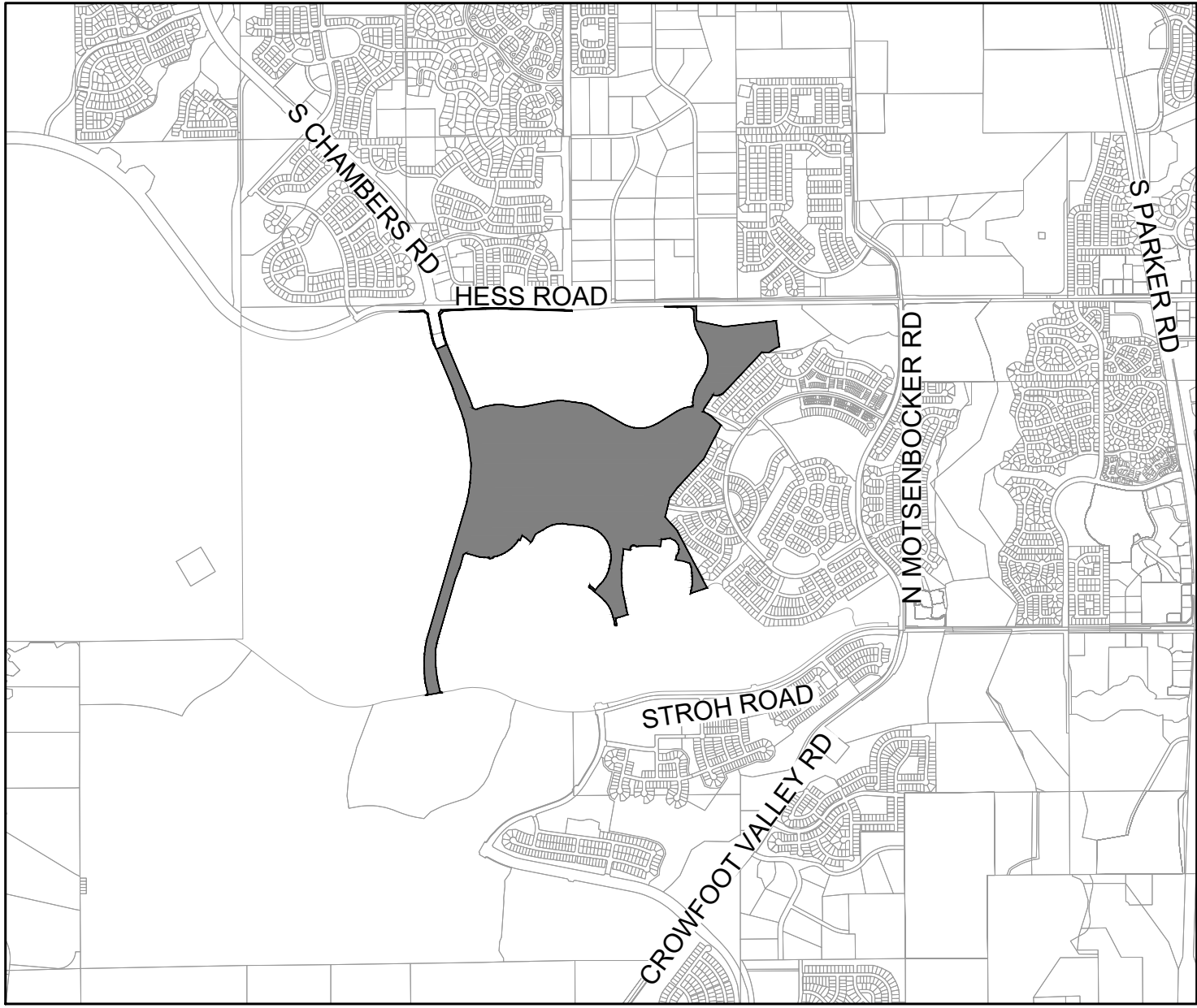
BY SCOTT A. SELDIN, AS SOLE MEMBER OF ANTHOLOGY MANAGEMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF NORTH PARKER INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

UTILITY EASEMENT ACKNOWLEDGEMENT:

THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.



VICINITY MAP

SCALE: 1" = 2500'

SHEET INDEX

SHEET 1	COVER SHEET & TRACT TABLES
SHEET 2	LEGAL DESCRIPTION
SHEET 3	NOTES
SHEET 4	OVERALL SHEET
SHEET 5	SHEET LAYOUT
SHEETS 6-21	PLAT SHEETS
SHEET 22	LINE & CURVE TABLES

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	1,379,514 S.F.	31.669 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	130,715 S.F.	3.001 AC	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
C	108,096 S.F.	2.482 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
D	655,594 S.F.	15.050 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
E	62,853 S.F.	1.443 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
F	18,125 S.F.	0.416 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
G	61,864 S.F.	1.420 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
H	130,662 S.F.	3.000 AC	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
I	343,792 S.F.	7.892 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
J	911,734 S.F.	20.931 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
K	216,940 S.F.	4.980 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
L	197,185 S.F.	4.527 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
M	276,017 S.F.	6.336 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
N	72,712 S.F.	1.669 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
O	362,571 S.F.	8.323 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
P	916,231 S.F.	21.034 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
Q	181,051 S.F.	4.156 AC	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
R	873,420 S.F.	20.051 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
S	8,420 S.F.	0.193 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
T	7,907 S.F.	0.182 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
U	342,106 S.F.	7.854 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
V	55,599 S.F.	1.276 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
W	273,994 S.F.	6.290 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY CHART

TYPE	SQ. FT.	NET AREA	% OF TOTAL AREA
POOL LOT	29,007 S.F.	0.666 AC	0.30%
FUTURE RESIDENTIAL DEVELOPMENT	3,896,270 S.F.	89.447 AC	40.07%
OPEN SPACE AREAS	2,057,555 S.F.	47.235 AC	21.16%
PARK LAND	1,633,277 S.F.	37.494 AC	16.80%
ROAD RIGHTS OF WAY	2,107,103 S.F.	48.372 AC	21.67%
TOTAL	9,723,212 S.F.	223.214 AC	100%

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JULY 8, 2021

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION _____ DATE _____

TITLE VERIFICATION:

WE, COMMONWEALTH LAND TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS SHOWN IN TITLE COMMITMENT NO. 450-H0662455-023-CN4, AMENDMENT NO. 2.

SIGNATURE _____

BY: _____

AS: _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____

AS _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVAL OF TOWN COUNCIL:

THIS PLAT WAS APPROVED BY TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF

PARKER, COLORADO, ON THE _____ DAY OF _____, 20_____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

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

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

MAYOR, TOWN OF PARKER _____

ATTEST: _____ TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, PATRICK M. STEENBURG, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF TANTERRA FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20_____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, DIVISIONS 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 PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____.

PATRICK M. STEENBURG, PLS. 8004
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.

CLERK AND RECORD: & CERTIFICATION:

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20_____, A.D.,

AT _____ A.M./P.M., AND IS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

Westwood

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

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 22

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28286, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561, IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°17'08" EAST, A DISTANCE OF 2541.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES TO FOLLOW SAID RIGHT OF WAY;

- NORTH 87°45'28" EAST, A DISTANCE OF 127.03 FEET;
- NORTH 73°52'11" EAST, A DISTANCE OF 31.67 FEET;
- NORTH 87°45'49" EAST, A DISTANCE OF 244.10 FEET;
- SOUTH 51°33'08" EAST, A DISTANCE OF 75.88 FEET;
- SOUTH 10°52'07" EAST, A DISTANCE OF 323.05 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS SOUTH 11°22'38" EAST, 22.83 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF THAT CERTAIN RIGHT OF WAY ACQUISITION RECORDED AT RECEPTIONS NUMBER 2005036076 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID RIGHT OF WAY ACQUISITION;

- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 10°43'55", AN ARC LENGTH OF 240.69 FEET, THE CHORD OF WHICH BEARS SOUTH 17°10'45" EAST, 240.34 FEET, TO A POINT OF NON-TANGENCY;
- THENCE NORTH 67°22'59" EAST, A DISTANCE OF 170.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°43'56", AN ARC LENGTH OF 208.85 FEET, THE CHORD OF WHICH BEARS NORTH 17°10'05" WEST, 208.55 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID HESS ROAD AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING SEVEN (7) COURSES TO FOLLOW SAID SOUTHERLY RIGHT OF WAY;

- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 19.81 FEET, THE CHORD OF WHICH BEARS NORTH 11°22'38" WEST, 19.81 FEET TO A POINT OF TANGENCY;
- NORTH 10°52'07" WEST, A DISTANCE OF 296.76 FEET;
- NORTH 38°28'36" EAST, A DISTANCE OF 65.35 FEET;
- NORTH 87°47'34" EAST, A DISTANCE OF 712.83 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5861.50 FEET, A CENTRAL ANGLE OF 04°19'26", AN ARC LENGTH OF 427.24 FEET, THE CHORD OF WHICH BEARS NORTH 89°55'39" EAST, 427.14 FEET TO A POINT OF NON-TANGENCY;
- SOUTH 87°54'37" EAST, A DISTANCE OF 829.56 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 03°01'05", AN ARC LENGTH OF 124.35 FEET, THE CHORD OF WHICH BEARS SOUTH 89°25'11" EAST, 124.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33. SAID POINT BEING A POINT OF NON-TANGENCY;

THENCE SOUTH 00°04'20" EAST, ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2375.50 FEET, A CENTRAL ANGLE OF 03°00'47", AN ARC LENGTH OF 124.92 FEET, THE CHORD OF WHICH BEARS NORTH 89°25'01" WEST, 124.90 FEET;

THENCE NORTH 87°54'37" WEST, A DISTANCE OF 829.52 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5646.50 FEET, A CENTRAL ANGLE OF 04°19'27", AN ARC LENGTH OF 426.16 FEET, THE CHORD OF WHICH BEARS SOUTH 89°55'40" WEST, 426.06 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 87°47'34" WEST, A DISTANCE OF 667.62 FEET;

THENCE SOUTH 45°19'49" WEST, A DISTANCE OF 92.67 FEET;

THENCE SOUTH 10°52'07" EAST, A DISTANCE OF 267.66 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 11°39'56", AN ARC LENGTH OF 223.97 FEET, THE CHORD OF WHICH BEARS SOUTH 16°42'05" EAST, 223.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 22°32'03" EAST, A DISTANCE OF 924.29 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 03°37'28", AN ARC LENGTH OF 177.12 FEET, THE CHORD OF WHICH BEARS SOUTH 20°43'19" EAST, 177.09 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 63°03'20" EAST, A DISTANCE OF 41.57 FEET;

THENCE NORTH 72°48'29" EAST, A DISTANCE OF 179.64 FEET;

THENCE NORTH 81°55'39" EAST, A DISTANCE OF 122.60 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 20°38'52", AN ARC LENGTH OF 198.20 FEET, THE CHORD OF WHICH BEARS SOUTH 89°35'23" EAST, 197.13 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 79°15'57" EAST, A DISTANCE OF 119.81 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 21°08'07", AN ARC LENGTH OF 173.37 FEET, THE CHORD OF WHICH BEARS SOUTH 89°50'00" EAST, 172.38 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79°35'56" EAST, A DISTANCE OF 480.79 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 18°44'00", AN ARC LENGTH OF 192.91 FEET, THE CHORD OF WHICH BEARS NORTH 88°57'56" EAST, 192.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°40'04" EAST, A DISTANCE OF 264.36 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 21°40'17", AN ARC LENGTH OF 223.16 FEET, THE CHORD OF WHICH BEARS SOUTH 70°49'55" EAST, 221.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 59°59'46" EAST, A DISTANCE OF 501.70 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 61°35'09", AN ARC LENGTH OF 601.93 FEET, THE CHORD OF WHICH BEARS NORTH 89°12'39" EAST, 573.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 58°25'04" EAST, A DISTANCE OF 356.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 25°44'59", AN ARC LENGTH OF 247.18 FEET, THE CHORD OF WHICH BEARS NORTH 71°17'34" EAST, 245.11 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°24'05", AN ARC LENGTH OF 29.11 FEET, THE CHORD OF WHICH BEARS NORTH 42°28'00" EAST, 26.61 FEET;

THENCE NORTH 00°45'58" EAST, A DISTANCE OF 45.23 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 32°33'56", AN ARC LENGTH OF 338.47 FEET, THE CHORD OF WHICH BEARS NORTH 17°02'56" EAST, 333.93 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33°19'54" EAST, A DISTANCE OF 122.96 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 61°09'18", AN ARC LENGTH OF 501.66 FEET, THE CHORD OF WHICH BEARS NORTH 02°45'15" EAST, 478.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27°49'24" WEST, A DISTANCE OF 231.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 27°04'47", AN ARC LENGTH OF 259.95 FEET, THE CHORD OF WHICH BEARS NORTH 14°17'00" WEST, 257.53 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°44'37" WEST, A DISTANCE OF 121.86 FEET;

THENCE NORTH 45°44'35" WEST, A DISTANCE OF 70.71 FEET;

THENCE SOUTH 89°15'27" WEST, A DISTANCE OF 218.09 FEET;

THENCE NORTH 86°30'36" WEST, A DISTANCE OF 203.24 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID HESS ROAD;

THENCE NORTH 89°15'27" EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 511.08 FEET TO THE NORTHWEST CORNER OF TRACT N, SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 2020020677 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

LEGAL DESCRIPTION: (CONTINUED)

THENCE THE FOLLOWING EIGHTEEN (18) COURSES TO FOLLOW THE WESTERLY BOUNDARY OF SAID SUNMARKE FILING NO. 1A:

- SOUTH 01°31'33" EAST, A DISTANCE OF 235.08 FEET;
- SOUTH 77°48'21" EAST, A DISTANCE OF 445.82 FEET;
- NORTH 83°44'15" EAST, A DISTANCE OF 845.21 FEET;
- SOUTH 06°40'12" EAST, A DISTANCE OF 413.80 FEET;
- SOUTH 65°33'49" WEST, A DISTANCE OF 67.52 FEET;
- SOUTH 58°33'38" WEST, A DISTANCE OF 65.91 FEET;
- SOUTH 57°11'36" WEST, A DISTANCE OF 61.94 FEET;
- NORTH 86°57'34" WEST, A DISTANCE OF 107.52 FEET;
- SOUTH 43°24'16" WEST, A DISTANCE OF 865.45 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 67°56'30", AN ARC LENGTH OF 207.52 FEET, THE CHORD OF WHICH BEARS SOUTH 72°57'10" WEST, A DISTANCE OF 195.57 FEET, TO A POINT OF NON-TANGENCY;
- SOUTH 34°13'40" WEST, A DISTANCE OF 242.54 FEET;
- SOUTH 22°22'40" WEST, A DISTANCE OF 69.38 FEET;
- SOUTH 67°27'35" EAST, A DISTANCE OF 22.58 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 20°57'22", AN ARC LENGTH OF 170.07 FEET, THE CHORD OF WHICH BEARS SOUTH 57°02'51" EAST, A DISTANCE OF 169.13 FEET, TO A POINT OF TANGENCY;
- SOUTH 46°37'36" EAST, A DISTANCE OF 125.80 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 03°44'11", AN ARC LENGTH OF 21.85 FEET, THE CHORD OF WHICH BEARS SOUTH 48°26'41" EAST, A DISTANCE OF 21.84 FEET;
- SOUTH 46°17'42" EAST, A DISTANCE OF 25.20 FEET;
- SOUTH 27°14'29" WEST, A DISTANCE OF 203.54 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 7TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074962 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 7TH AMENDMENT, THE FOLLOWING FOUR (4) COURSES:

- SOUTH 27°16'26" WEST, A DISTANCE OF 405.89 FEET;
- SOUTH 42°38'10" WEST, A DISTANCE OF 600.62 FEET;
- SOUTH 37°08'18" WEST, A DISTANCE OF 217.28 FEET;
- SOUTH 13°57'41" WEST, A DISTANCE OF 115.84 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 6TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074956 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 6TH AMENDMENT THE FOLLOWING THREE (3) COURSES:

- SOUTH 13°57'41" WEST, A DISTANCE OF 203.08 FEET;
- SOUTH 41°04'28" EAST, A DISTANCE OF 298.72 FEET;
- SOUTH 27°30'01" EAST, A DISTANCE OF 875.15 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, 1ST AMENDMENT, RECORDED AT RECEPTION NUMBER 2019032140 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 17C, 1ST AMENDMENT, SOUTH 27°38'24" EAST, A DISTANCE OF 154.56 FEET;

THENCE THE FOLLOWING NINETY-SIX (96) COURSES TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2011077256 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER:

- SOUTH 72°10'26" WEST, A DISTANCE OF 279.45 FEET;
- NORTH 12°21'26" EAST, A DISTANCE OF 55.69 FEET;
- NORTH 09°34'05" EAST, A DISTANCE OF 55.69 FEET;
- NORTH 06°46'44" EAST, A DISTANCE OF 55.69 FEET;
- NORTH 01°30'57" WEST, A DISTANCE OF 55.81 FEET;
- NORTH 02°08'56" WEST, A DISTANCE OF 55.44 FEET;
- NORTH 02°57'42" WEST, A DISTANCE OF 50.06 FEET;
- NORTH 06°39'52" WEST, A DISTANCE OF 89.79 FEET;
- NORTH 20°10'53" WEST, A DISTANCE OF 65.50 FEET;
- NORTH 69°05'54" WEST, A DISTANCE OF 106.52 FEET;
- NORTH 82°27'13" WEST, A DISTANCE OF 64.42 FEET;
- NORTH 77°48'34" WEST, A DISTANCE OF 66.15 FEET;
- NORTH 09°55'55" EAST, A DISTANCE OF 50.00 FEET;
- NORTH 30°53'43" EAST, A DISTANCE OF 63.57 FEET;
- NORTH 12°50'03" EAST, A DISTANCE OF 62.00 FEET;
- NORTH 08°34'18" WEST, A DISTANCE OF 72.73 FEET;
- NORTH 36°16'10" WEST, A DISTANCE OF 80.25 FEET;
- NORTH 62°36'33" WEST, A DISTANCE OF 93.81 FEET;
- SOUTH 81°05'48" WEST, A DISTANCE OF 86.67 FEET;
- SOUTH 89°08'59" WEST, A DISTANCE OF 53.89 FEET;
- SOUTH 05°47'03" WEST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1732.50 FEET, A CENTRAL ANGLE OF 11°59'12", AN ARC LENGTH OF 362.45 FEET, THE CHORD OF WHICH BEARS SOUTH 89°47'27" WEST, 361.79 FEET;
- SOUTH 83°47'51" WEST, A DISTANCE OF 12.84 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°48'10", AN ARC LENGTH OF 29.88 FEET, THE CHORD OF WHICH BEARS NORTH 74°48'04" WEST, 29.19 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 150°51'05", AN ARC LENGTH OF 136.91 FEET, THE CHORD OF WHICH BEARS SOUTH 51°10'29" WEST, 100.65 FEET;
- NORTH 83°03'47" WEST, A DISTANCE OF 115.00 FEET;
- SOUTH 03°48'53" WEST, A DISTANCE OF 49.95 FEET;
- SOUTH 09°53'41" WEST, A DISTANCE OF 53.69 FEET;
- SOUTH 05°34'56" WEST, A DISTANCE OF 214.46 FEET;
- SOUTH 00°13'40" EAST, A DISTANCE OF 160.74 FEET;
- SOUTH 03°29'05" EAST, A DISTANCE OF 53.59 FEET;
- SOUTH 05°14'42" EAST, A DISTANCE OF 53.59 FEET;
- SOUTH 07°00'20" EAST, A DISTANCE OF 53.59 FEET;
- SOUTH 09°16'08" EAST, A DISTANCE OF 53.58 FEET;
- SOUTH 11°35'09" EAST, A DISTANCE OF 253.93 FEET;
- SOUTH 11°13'28" EAST, A DISTANCE OF 50.00 FEET;
- SOUTH 13°49'20" EAST, A DISTANCE OF 63.69 FEET;
- SOUTH 72°27'32" WEST, A DISTANCE OF 150.00 FEET;
- SOUTH 74°58'53" WEST, A DISTANCE OF 50.48 FEET;
- SOUTH 08°56'20" EAST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 01°46'03", AN ARC LENGTH OF 9.64 FEET, THE CHORD OF WHICH BEARS SOUTH 81°56'41" WEST, 9.64 FEET;
- SOUTH 82°49'42" WEST, A DISTANCE OF 1.01 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87°38'35", AN ARC LENGTH OF 30.59 FEET, THE CHORD OF WHICH BEARS NORTH 53°21'00" WEST, 27.70 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1135.00 FEET, A CENTRAL ANGLE OF 09°48'57", AN ARC LENGTH OF 194.45 FEET, THE CHORD OF WHICH BEARS NORTH 14°26'12" WEST, 194.21 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 29°40'29", AN ARC LENGTH OF 282.27 FEET, THE CHORD OF WHICH BEARS NORTH 34°10'55" WEST, 278.12 FEET;
- NORTH 49°01'09" WEST, A DISTANCE OF 263.55 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°56'27", AN ARC LENGTH OF 31.40 FEET, THE CHORD OF WHICH BEARS NORTH 04°02'58" WEST, 28.27 FEET;
- NORTH 40°55'18" EAST, A DISTANCE OF 10.02 FEET;
- SOUTH 49°01'09" EAST, A DISTANCE OF 115.00 FEET;
- NORTH 40°58'51" EAST, A DISTANCE OF 120.00 FEET;
- NORTH 42°38'40" EAST, A DISTANCE OF 63.11 FEET;
- NORTH 34°46'28" EAST, A DISTANCE OF 79.37 FEET;
- NORTH 25°22'41" EAST, A DISTANCE OF 79.37 FEET;
- NORTH 17°26'05" EAST, A DISTANCE OF 71.55 FEET;
- NORTH 12°09'12" EAST, A DISTANCE OF 68.50 FEET;
- NORTH 10°25'10" EAST, A DISTANCE OF 69.97 FEET;
- NORTH 03°53'57" EAST, A DISTANCE OF 50.04 FEET;
- NORTH 04°12'19" WEST, A DISTANCE OF 92.61 FEET;
- NORTH 14°03'36" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 23°27'23" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 32°51'11" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 42°14'58" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 51°38'45" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 61°02'33" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 70°26'20" WEST, A DISTANCE OF 79.37 FEET;
- NORTH 79°41'08" WEST, A DISTANCE OF 77.36 FEET;
- NORTH 85°27'28" WEST, A DISTANCE OF 60.03 FEET;
- NORTH 83°32'55" WEST, A DISTANCE OF 209.09 FEET;
- NORTH 82°46'00" WEST, A DISTANCE OF 67.80 FEET;

LEGAL DESCRIPTION: (CONTINUED)

- SOUTH 87°32'26" WEST, A DISTANCE OF 86.03 FEET;
- SOUTH 77°21'11" WEST, A DISTANCE OF 86.03 FEET;
- SOUTH 67°09'56" WEST, A DISTANCE OF 86.03 FEET;
- SOUTH 56°58'41" WEST, A DISTANCE OF 86.03 FEET;
- SOUTH 63°09'49" WEST, A DISTANCE OF 66.28 FEET;
- SOUTH 57°50'26" WEST, A DISTANCE OF 65.35 FEET;
- SOUTH 28°32'32" WEST, A DISTANCE OF 150.83 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 07°44'33", AN ARC LENGTH OF 101.35 FEET, THE CHORD OF WHICH BEARS NORTH 49°49'56" WEST, 101.27 FEET;
- NORTH 53°46'59" WEST, A DISTANCE OF 78.46 FEET;
- SOUTH 26°12'30" WEST, A DISTANCE OF 86.31 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 81°12'59" WEST, 28.28 FEET;
- SOUTH 36°12'59" WEST, A DISTANCE OF 31.04 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 42°31'09", AN ARC LENGTH OF 448.97 FEET, THE CHORD OF WHICH BEARS SOUTH 57°28'34" WEST, 438.74 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS SOUTH 35°54'54" WEST, 27.19 FEET;
- SOUTH 83°05'39" WEST, A DISTANCE OF 55.00 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°38'29", AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS NORTH 49°43'35" WEST, 27.19 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 18°55'33", AN ARC LENGTH OF 199.84 FEET, THE CHORD OF WHICH BEARS NORTH 83°05'03" WEST, 198.94 FEET;
- NORTH 73°37'16" WEST, A DISTANCE OF 165.10 FEET;
- SOUTH 61°22'44" WEST, A DISTANCE OF 42.43 FEET;
- SOUTH 16°22'44" WEST, A DISTANCE OF 230.93 FEET;
- SOUTH 21°40'08" WEST, A DISTANCE OF 162.69 FEET;
- SOUTH 16°22'44" WEST, A DISTANCE OF 994.47 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1415.00 FEET, A CENTRAL ANGLE OF 08°09'11", AN ARC LENGTH OF 201.35 FEET, THE CHORD OF WHICH BEARS SOUTH 12°18'08" WEST, 201.18 FEET;
- SOUTH 00°14'24" EAST, A DISTANCE OF 174.12 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 13°05'57", AN ARC LENGTH OF 320.08 FEET, THE CHORD OF WHICH BEARS SOUTH 05°23'25" EAST, 319.38 FEET;
- SOUTH 11°56'24" EAST, A DISTANCE OF 171.94 FEET, TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°20'36", AN ARC LENGTH OF 53.35 FEET, THE CHORD OF WHICH BEARS SOUTH 55°36'41" EAST, 48.34 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY.

THENCE SOUTH 80°43'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 270.29 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 92°39'24", AN ARC LENGTH OF 56.60 FEET, THE CHORD OF WHICH BEARS NORTH 34°23'18" EAST, 50.63 FEET;

THENCE NORTH 11°56'24" WEST, A DISTANCE OF 159.41 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 02°21'03", AN ARC LENGTH OF 65.65 FEET, THE CHORD OF WHICH BEARS NORTH 10°45'52" WEST, 65.65 FEET;

THENCE NORTH 01°29'48" WEST, A DISTANCE OF 170.88 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1585.00 FEET, A CENTRAL ANGLE OF 19°50'25", AN ARC LENGTH OF 548.85 FEET, THE CHORD OF WHICH BEARS NORTH 06°27'31" EAST, 546.12 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 2058.85 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2615.00 FEET, A CENTRAL ANGLE OF 16°48'33", AN ARC LENGTH OF 767.18 FEET, THE CHORD OF WHICH BEARS NORTH 07°58'27" EAST, 764.43 FEET;

THENCE NORTH 07°13'33" WEST, A DISTANCE OF 177.08 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2600.00 FEET, A CENTRAL ANGLE OF 18°13'33", AN ARC LENGTH OF 827.06 FEET, THE CHORD OF WHICH BEARS NORTH 13°25'16" WEST, 823.58 FEET;

THENCE NORTH 22°32'03" WEST, A DISTANCE OF 69.01 FEET;

THENCE NORTH 17°13'29" WEST, A DISTANCE OF 162.10 FEET;

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 3 OF 22

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 450-H0662455-023-CN4, AMENDMENT NO. 2, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF APRIL 19, 2022.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 32 BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28288 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 32 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561 IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET.
5. BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, E, G, H, I, K, M, N, O, Q, S, V, AND W 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.
6. TRACTS D, J, L, P, R AND U ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE TANTERRA FILING 1 CONSTRUCTION PLANS.
7. TRACTS B, C, E, F, G, H, I, K, M, O, S, T, V, AND W ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A.
8. THOSE PORTIONS OF REAL PROPERTY LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, STREET LIGHTS, CABLE TELEVISION LINES AND FIBER OPTIC LINES TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
9. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08035C0181G, REVISED MARCH 16, 2016, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A, AN AREA WITHIN 1% ANNUAL FLOOD HAZARD.
10. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
11. ALL 30' AND 50' PARKER WATER & SANITATION DISTRICT UTILITY EASEMENTS ARE DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
12. MONUMENT SIGN, MASONARY FENCE COLUMNS WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.
13. TRACT W WILL BE USED FOR LANDSCAPING CREDIT FOR FILING NO. 3.
14. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
15. THERE ARE A TOTAL OF 1 LOT AND 23 TRACTS IN TANTERRA FILING NO. 1.

Westwood

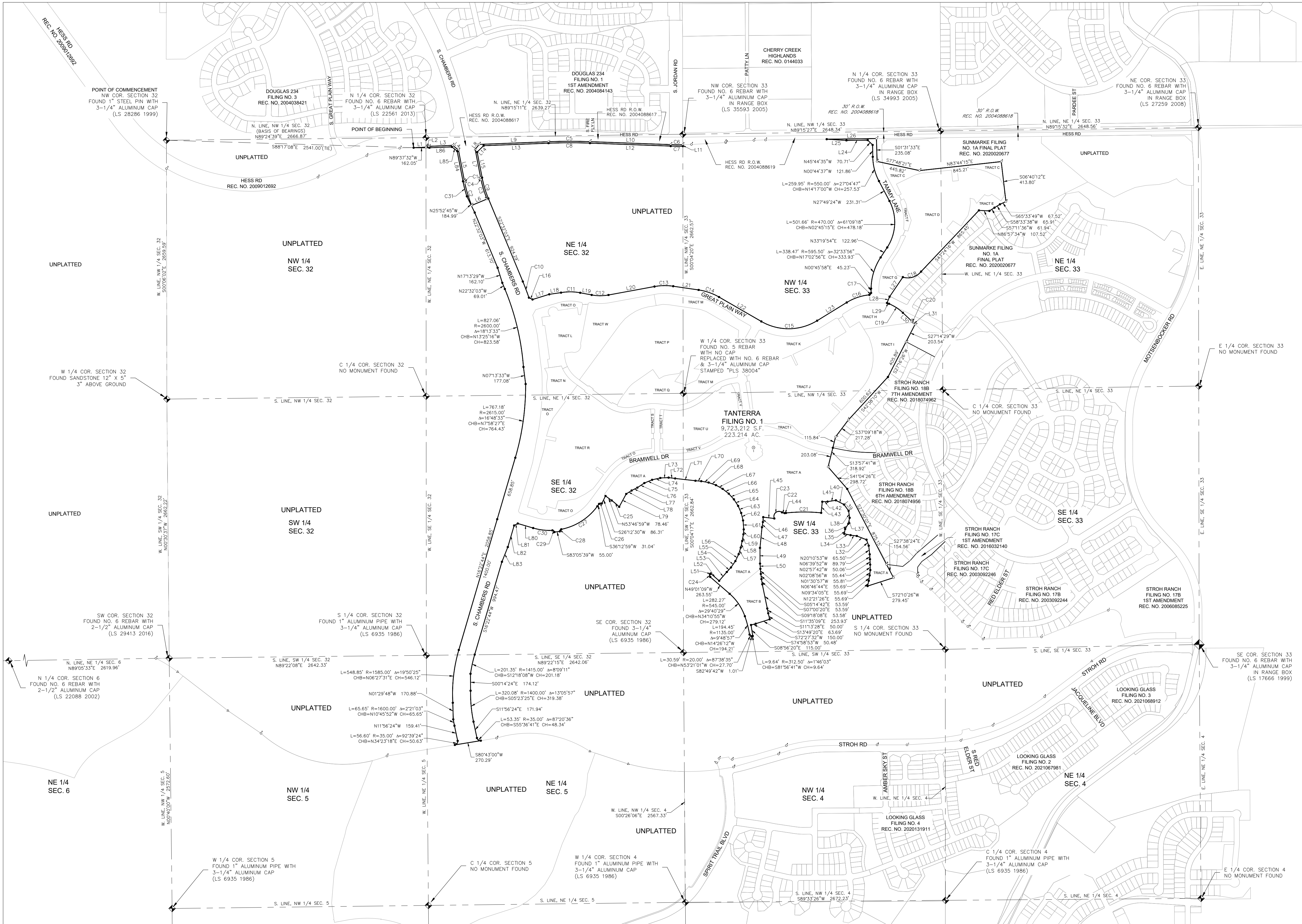
Westwoodps.com
Westwood Professional Services, Inc.

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 4 OF 22

NOTE:

SEE SHEET 22 FOR SHEETS 6-21 LINE AND CURVE TABLES.



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1285.00'	1°01'05"	22.83'	S11°22'38"E	22.83'
C2	1285.00'	10°43'55"	240.69'	S17°10'45"E	240.34'
C3	1115.00'	10°43'56"	208.85'	N17°10'05"W	208.55'
C4	1115.00'	1°01'05"	19.81'	N11°22'38"W	19.81'
C5	5661.50'	4°19'26"	427.24'	N89°55'39"E	427.14'
C6	2360.50'	3°01'06"	124.35'	S89°25'11"E	124.34'
C7	2375.50'	3°00'47"	124.92'	N89°25'01"W	124.90'
C8	5646.50'	4°19'27"	426.16'	S89°55'40"W	426.06'
C9	1100.00'	11°39'56"	223.97'	S16°42'05"E	223.58'
C10	2800.00'	3°37'28"	177.12'	S20°43'19"E	177.09'
C11	550.00'	20°38'52"	198.20'	S89°35'23"E	197.13'
C12	470.00'	21°08'07"	173.37'	S89°50'01"E	172.39'
C13	590.00'	18°44'00"	192.91'	N88°57'56"E	192.05'
C14	590.00'	21°40'17"	223.16'	S70°49'55"E	221.83'
C15	560.00'	61°35'09"	601.93'	N89°12'39"E	573.37'
C16	550.00'	25°44'59"	247.18'	N71°17'34"E	245.11'
C17	20.00'	83°24'05"	29.11'	N42°28'01"E	26.61'
C18	175.00'	67°56'30"	207.52'	S72°57'10"W	195.57'
C19	465.00'	20°57'22"	170.07'	S57°02'51"E	169.13'
C20	335.00'	3°44'11"	21.85'	S48°26'41"E	21.84'
C21	1732.50'	11°59'12"	362.45'	S89°47'27"W	361.79'
C22	40.00'	42°48'10"	29.88'	N74°48'04"W	29.19'
C23	52.00'	150°51'05"	136.91'	S51°10'29"W	100.65'
C24	20.00'	89°56'27"	31.40'	N04°02'56"W	28.27'
C25	750.00'	7°44'33"	101.35'	N49°49'56"W	101.27'
C26	20.00'	90°00'00"	31.42'	S81°12'59"W	28.28'
C27	605.00'	42°31'09"	448.97'	S57°28'34"W	438.74'
C28	20.00'	85°38'29"	29.89'	S35°54'54"W	27.19'
C29	20.00'	85°38'29"	29.89'	N49°43'35"W	27.19'
C30	605.00'	18°55'33"	199.84'	N83°05'03"W	198.94'
C31	1300.00'	7°03'19"	160.08'	N14°23'46"W	159.98'

LINE TABLE				LINE TABLE				LINE TABLE			
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N87°45'26"E	127.03'	L30	S46°37'36"E	125.80'	L59	N10°25'10"E	69.97'			
L2	N73°52'11"E	31.67'	L31	S46°17'42"E	25.23'	L60	N03°53'57"E	50.04'			
L3	N87°45'49"E	244.10'	L32	N69°05'54"W	106.52'	L61	N04°12'19"W	92.61'			
L4	S51°33'09"E	75.88'	L33	N82°27'13"W	64.42'	L62	N14°03'36"W	79.37'			
L5	S10°52'07"E	323.05'	L34	N77°48'34"W	66.15'	L63	N23°27'23"W	79.37'			
L6	N67°22'59"E	170.00'	L35	N09°55'55"E	50.00'	L64	N32°51'11"W	79.37'			
L7	N10°52'07"W	296.76'	L36	N30°53'43"E	63.57'	L65	N42°14'58"W	79.37'			
L8	N38°28'36"E	65.35'	L37	N12°50'03"E	62.00'	L66	N51°38'45"W	79.37'			
L9	N87°47'34"E	712.83'	L38	N08°34'18"W	72.73'	L67	N61°02'33"W	79.37'			
L10	S87°54'37"E	829.56'	L39	N36°16'10"W	80.25'	L68	N70°26'20"W	79.37'			
L11	S00°04'20"E	15.00'	L40	N62°36'33"W	93.81'	L69	N79°41'08"W	77.36'			
L12	N87°54'37"W	829.52'	L41	S81°05'48"W	86.67'	L70	N85°27'28"W	60.03'			
L13	S87°47'34"W	667.62'	L42	S89°08'50"W	53.88'	L71	N83°32'55"W	209.09'			
L14	S45°19'49"W	92.67'	L43	S05°47'03"W	115.00'	L72	N82°46'00"W	67.80'			
L15	S10°52'07"E	267.66'	L44	S83°47'51"W	12.84'	L73	S87°32'26"W	86.03'			
L16	S63°03'20"E	41.57'	L45	N83°03'47"W	115.00'	L74	S77°21'11"W	86.03'			
L17	N72°48'29"E	179.64'	L46	S03°48'53"W	49.95'	L75	S67°09'56"W	86.03'			
L18	N81°55'39"E	122.60'	L47	S09°53'41"W	53.69'	L76	S56°58'41"W	86.03'			
L19	S79°15'57"E	119.81'	L48	S05°34'56"W	214.46'	L77	S63°09'49"W	66.28'			
L20	N79°35'56"E	480.79'	L49	S00°13'40"E	160.74'	L78	S57°50'26"W	65.35'			
L21	S81°40'04"E	264.36'	L50	S03°29'05"E	53.59'	L79	S28°32'32"W	150.83'			
L22	S59°59'46"E	501.70'	L51	N40°55'18"E	10.02'	L80	N73°37'16"W	165.10'			
L23	N58°25'04"E	356.83'	L52	S49°01'09"E	115.00'	L81	S61°22'44"W	42.43'			
L24	S89°15'27"W	218.09'	L53	N40°58'51"E	120.00'	L82	S16°22'44"W	230.93'			
L25	N86°30'36"W	203.24'	L54	N42°38'40"E	63.11'	L83	S21°40'08"W	162.69'			
L26	N89°15'27"E	511.08'	L55	N34°46'28"E	79.37'	L84	N10°52'07"W	315.63'			
L27	S34°13'40"W	242.54'	L56	N25°22'41"E	79.37'	L85	N51°33'09"W	69.87'			
L28	S22°24'09"W	69.76'	L57	N17°26'05"E	71.55'	L86	S87°45'49"W	231.06'			
L29	S67°27'35"E	22.58'	L58	N12°09'12"E	68.50'						

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 35488
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 13485
- BLOCK NUMBER
- SECTION LINE
- SUBDIVISION BOUNDARY

500 250 0 500 1000

SCALE: 1" = 500'

Westwood

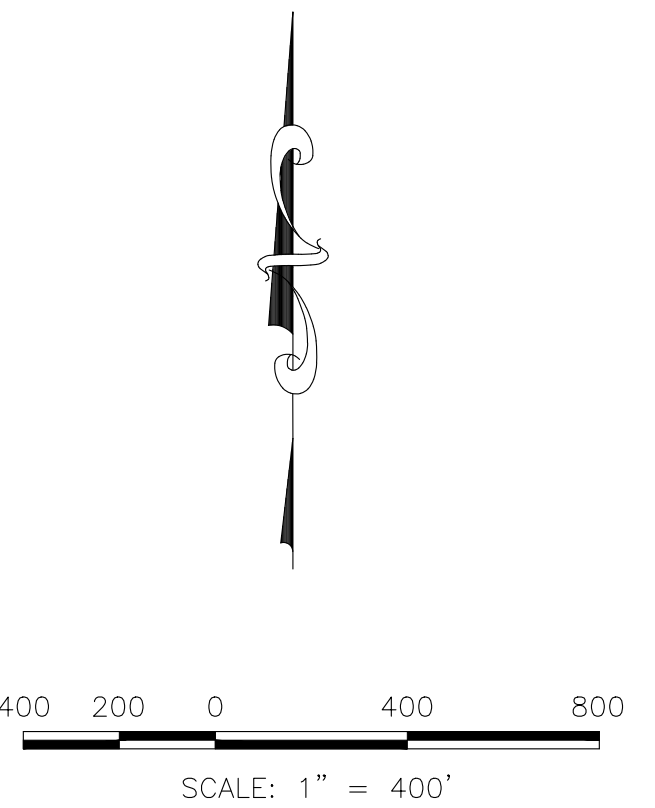
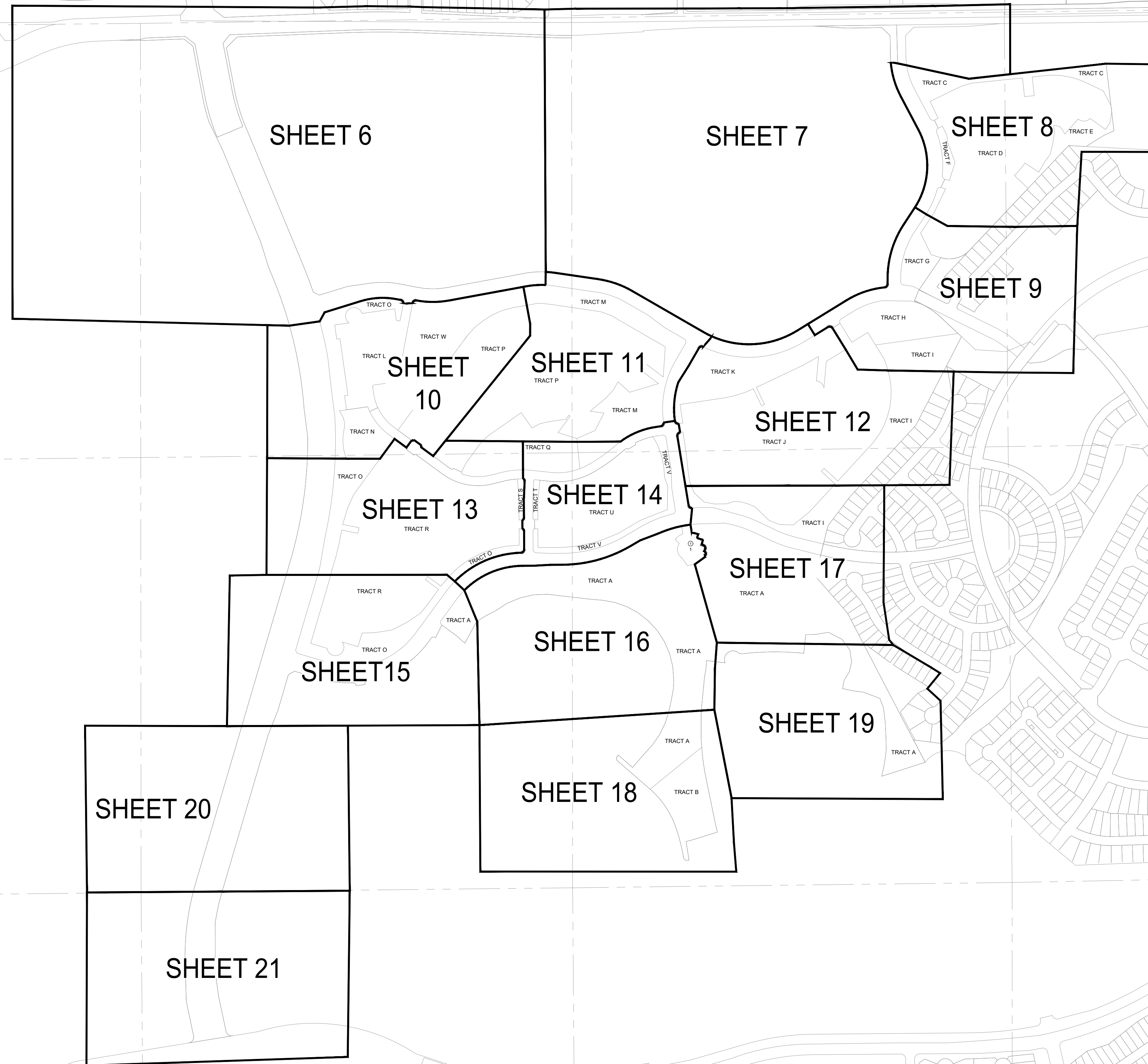
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

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Westwood Professional Services, Inc.

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 4 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 5 OF 22



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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 5 OF 22

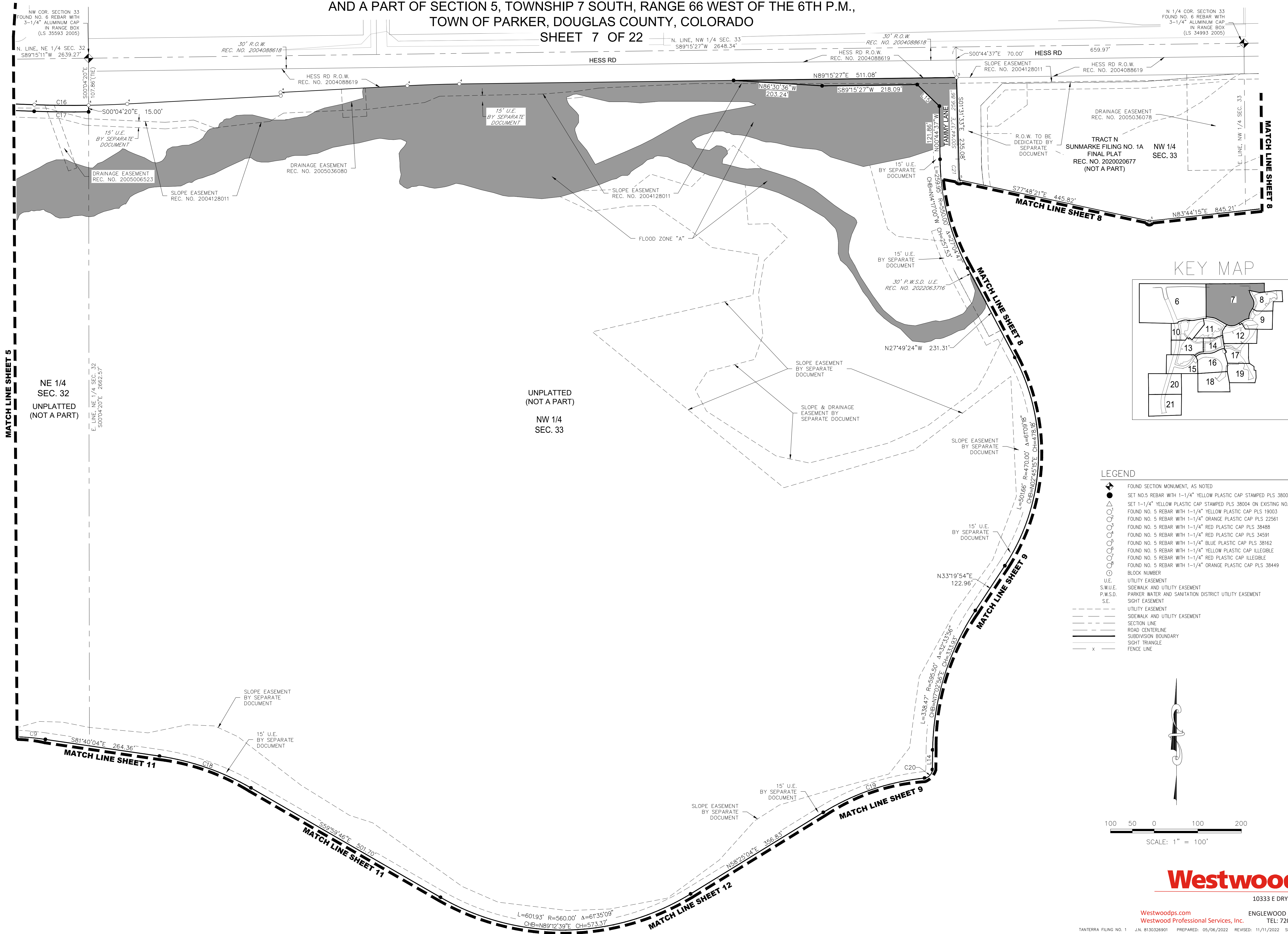
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AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 22



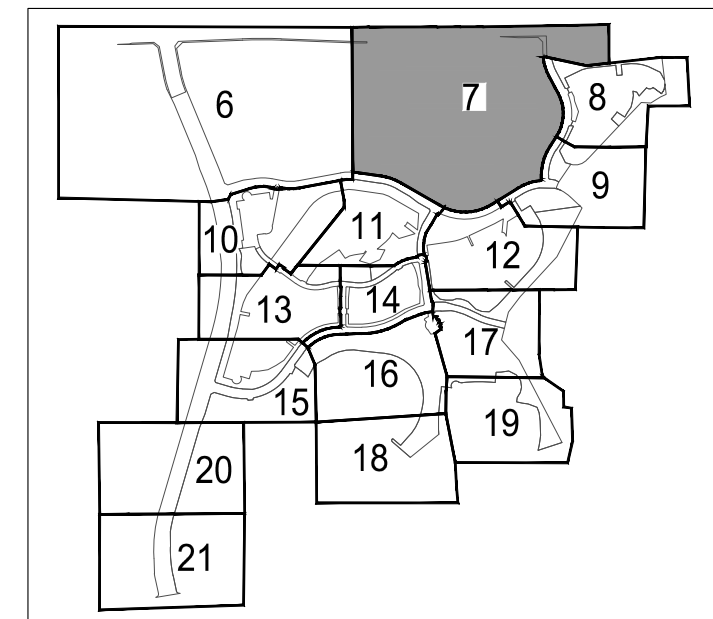
TANTERRA FILING NO. 1

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

SHEET 7 OF 22

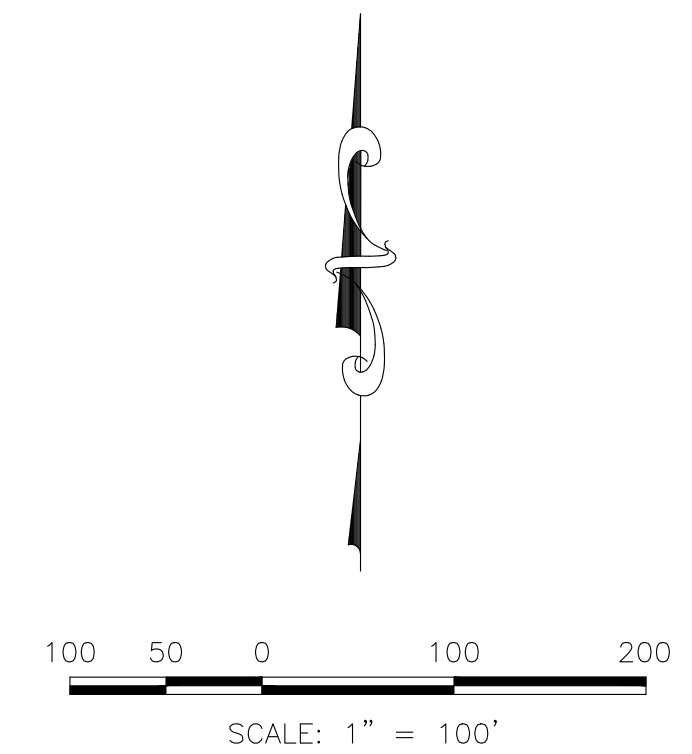


KEY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34888
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- U.E.
- SIDEWALK AND UTILITY EASEMENT
- SW.U.E.
- P.W.S.D.
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SE.
- SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE



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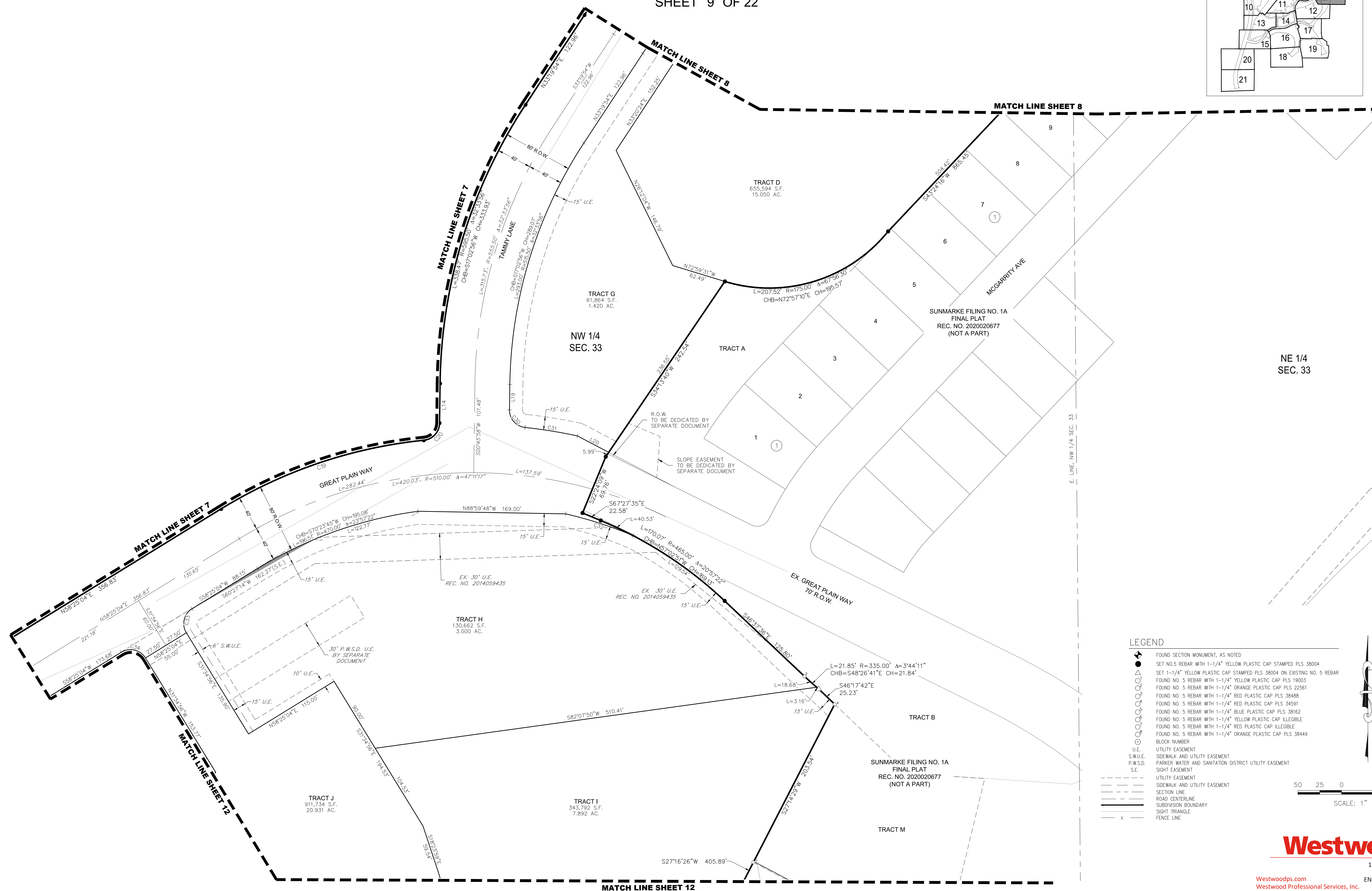
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

SHEET 8 OF 22

TRACT N
SUNMARKE FILING NO. 1A

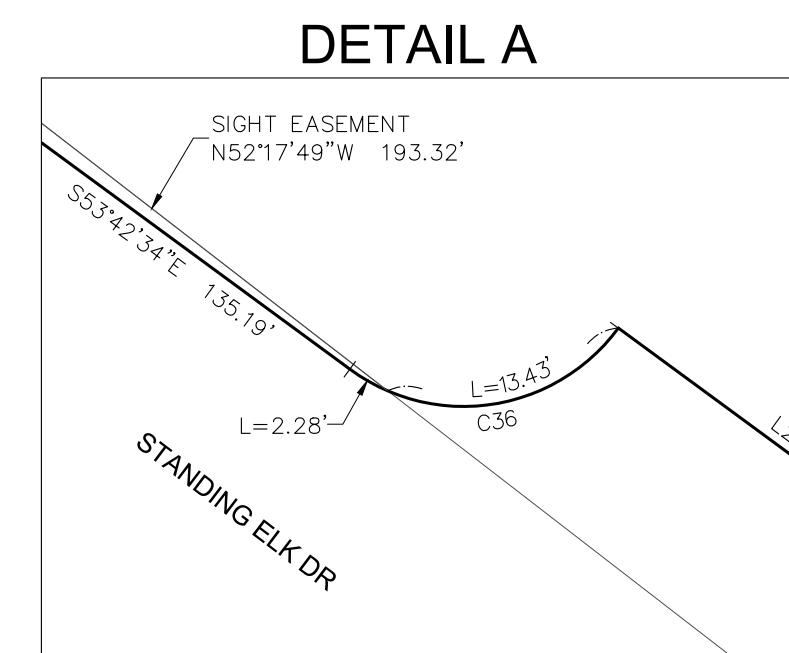
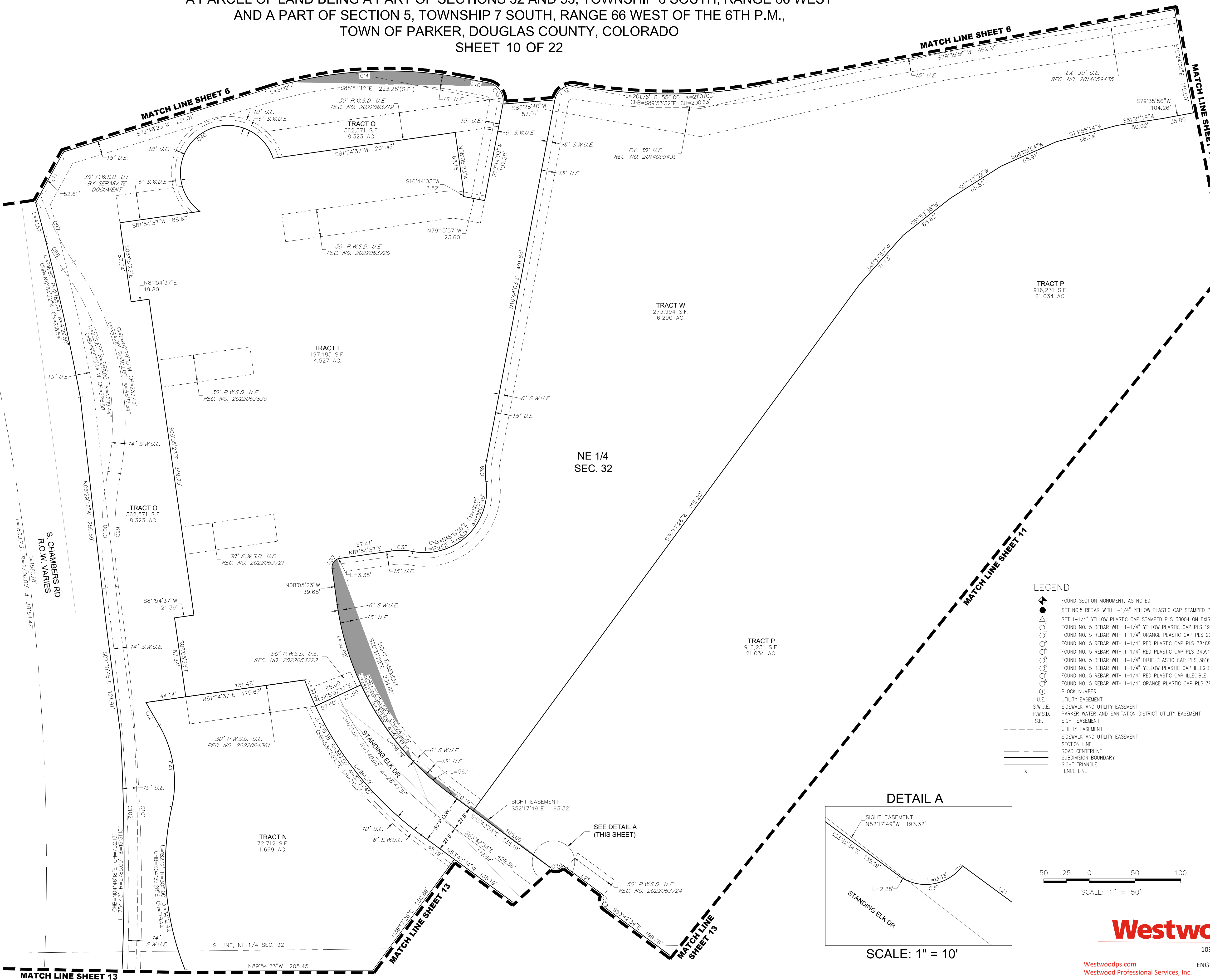
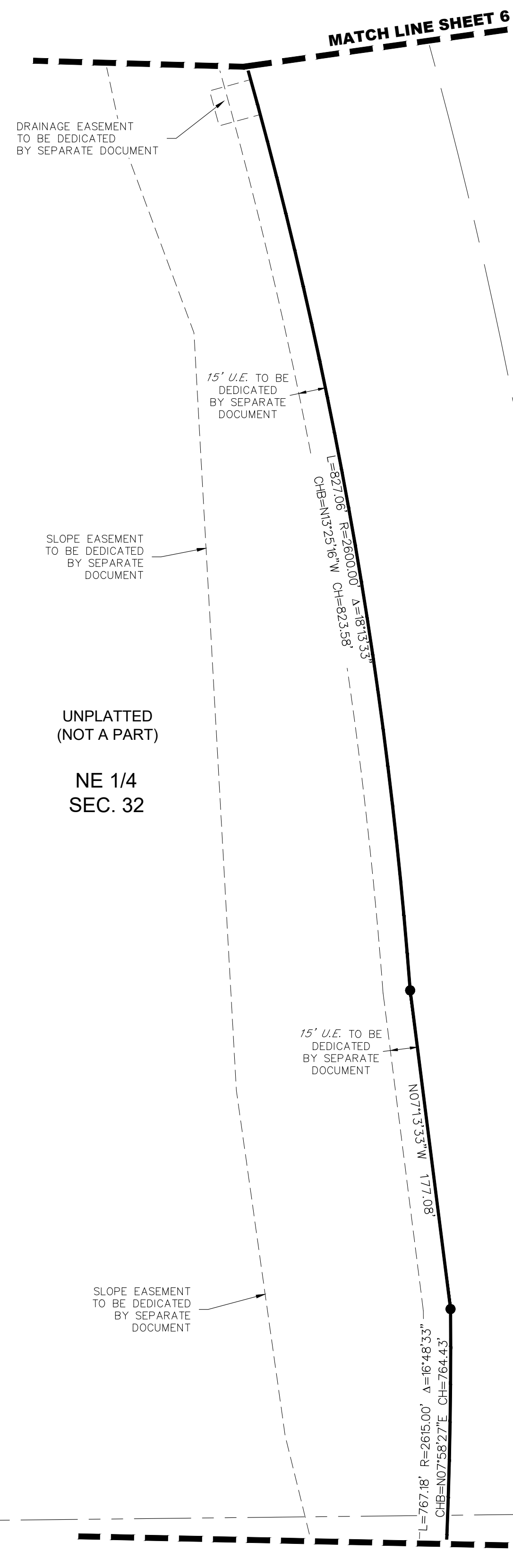


A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 9 OF 22



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AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 10 OF 22



Westwood

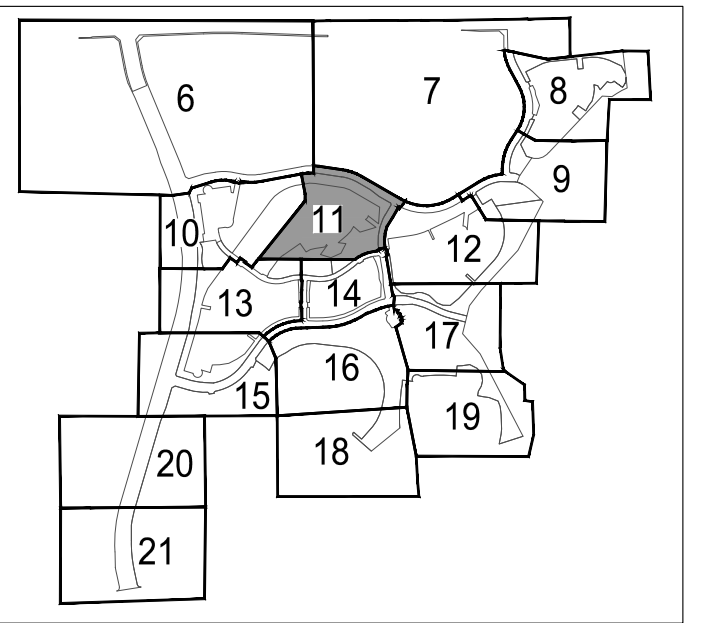
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TANTERRA FILING NO. 1

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

SHEET 11 OF 22

KEY MAP



NE 1/4
SEC. 32

NW 1/4
SEC. 33

TRACT P
916,231 S.F.
21.034 AC.

L=10.06' R=52.00' Δ=11°05'15"
CHB=S48°01'48"E CH=10.05'

TRACT Q
181,051 S.F.
4.156 AC.

TRACT M
276,017 S.F.
6.336 AC.

TRACT M
276,017 S.F.
6.336 AC.

TRACT M
276,017 S.F.
6.336 AC.

TRACT M
276,017 S.F.
6.336 AC.

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E.
- P.W.S.D.
- S.E.
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

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

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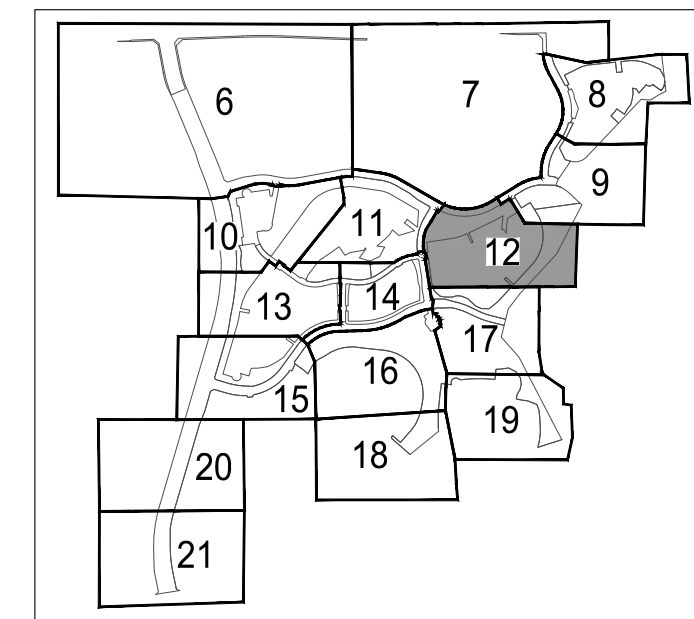
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 12 OF 22

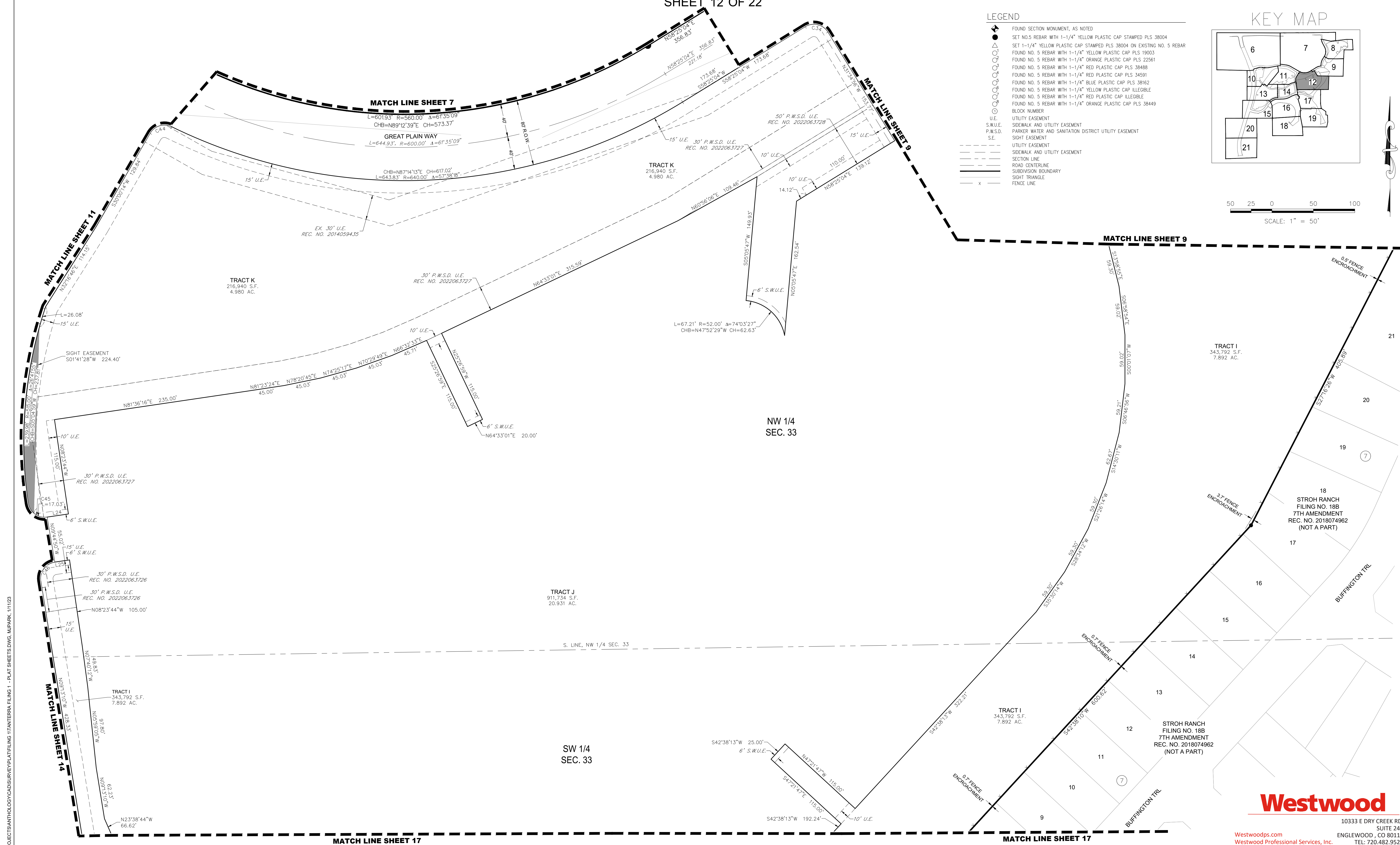
LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE

KEY MAP



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

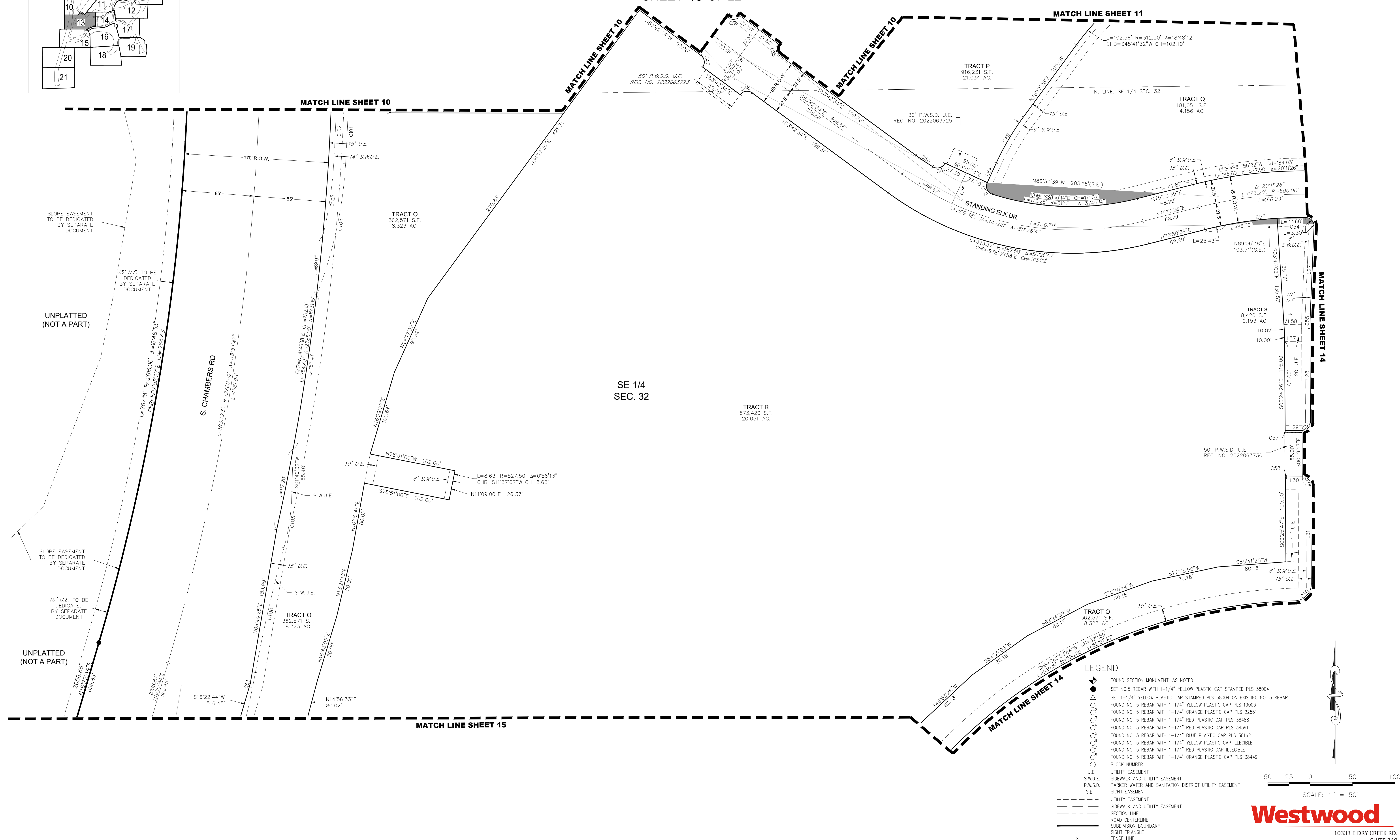
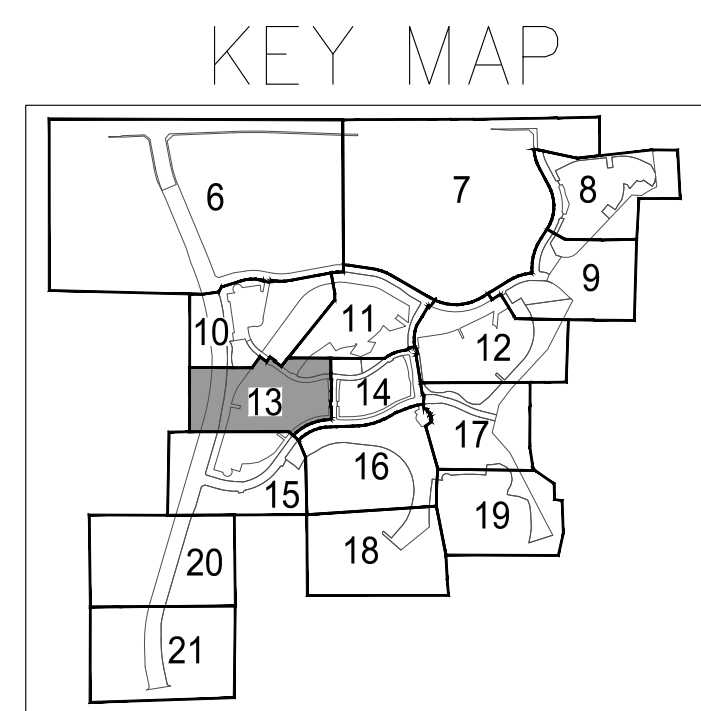


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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 12 OF 22

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 13 OF 22



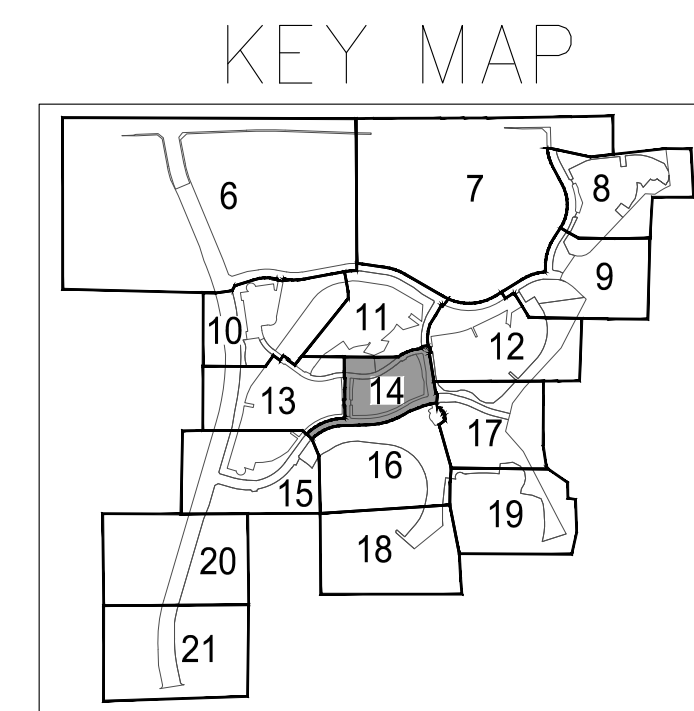
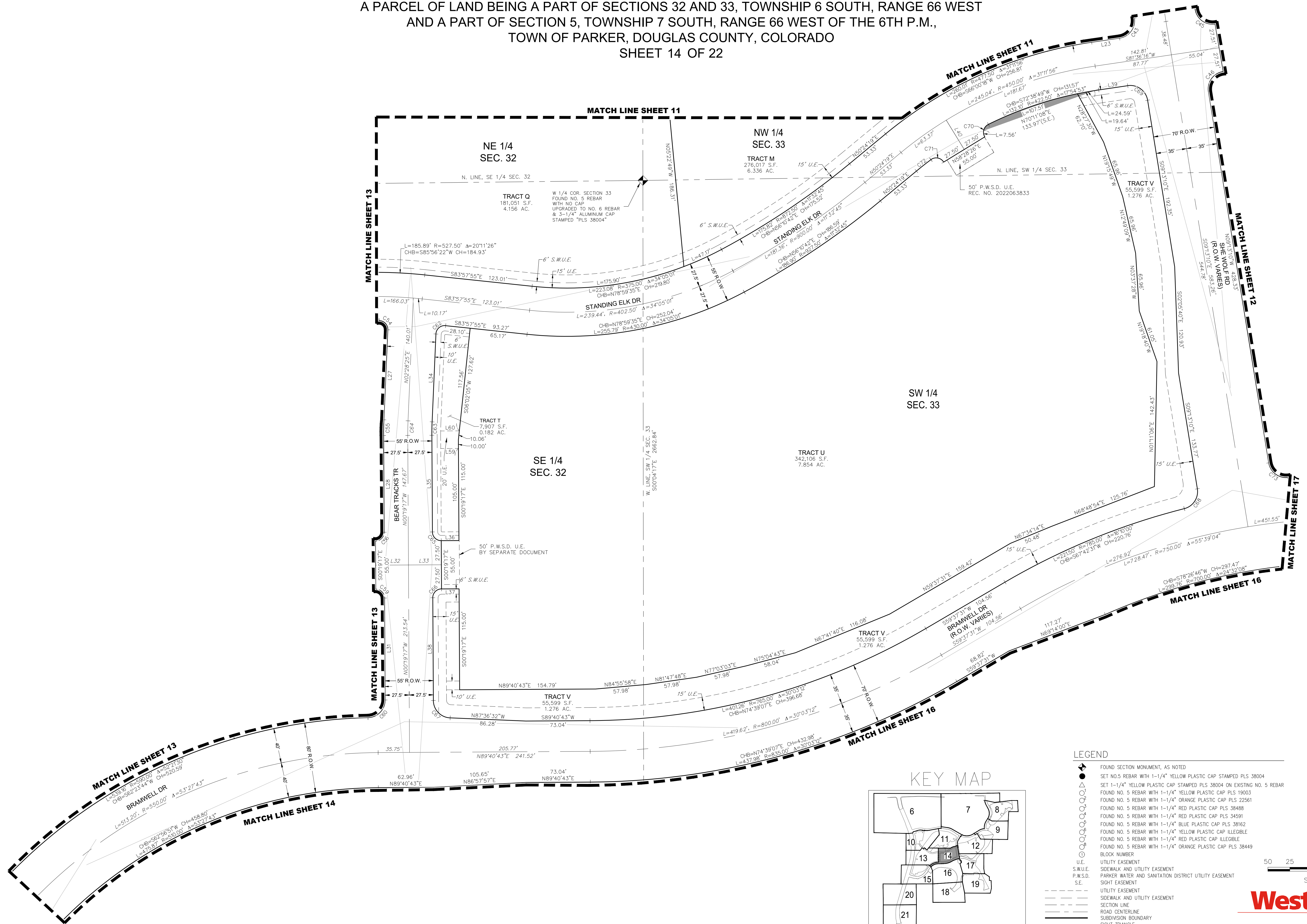
Westwood

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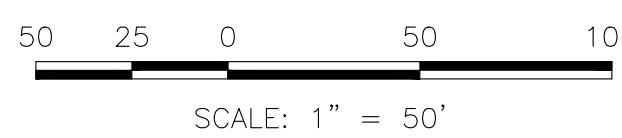
TANTERRA FILING NO. 1 JIN: 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 13 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 14 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.E. SIGHT EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE



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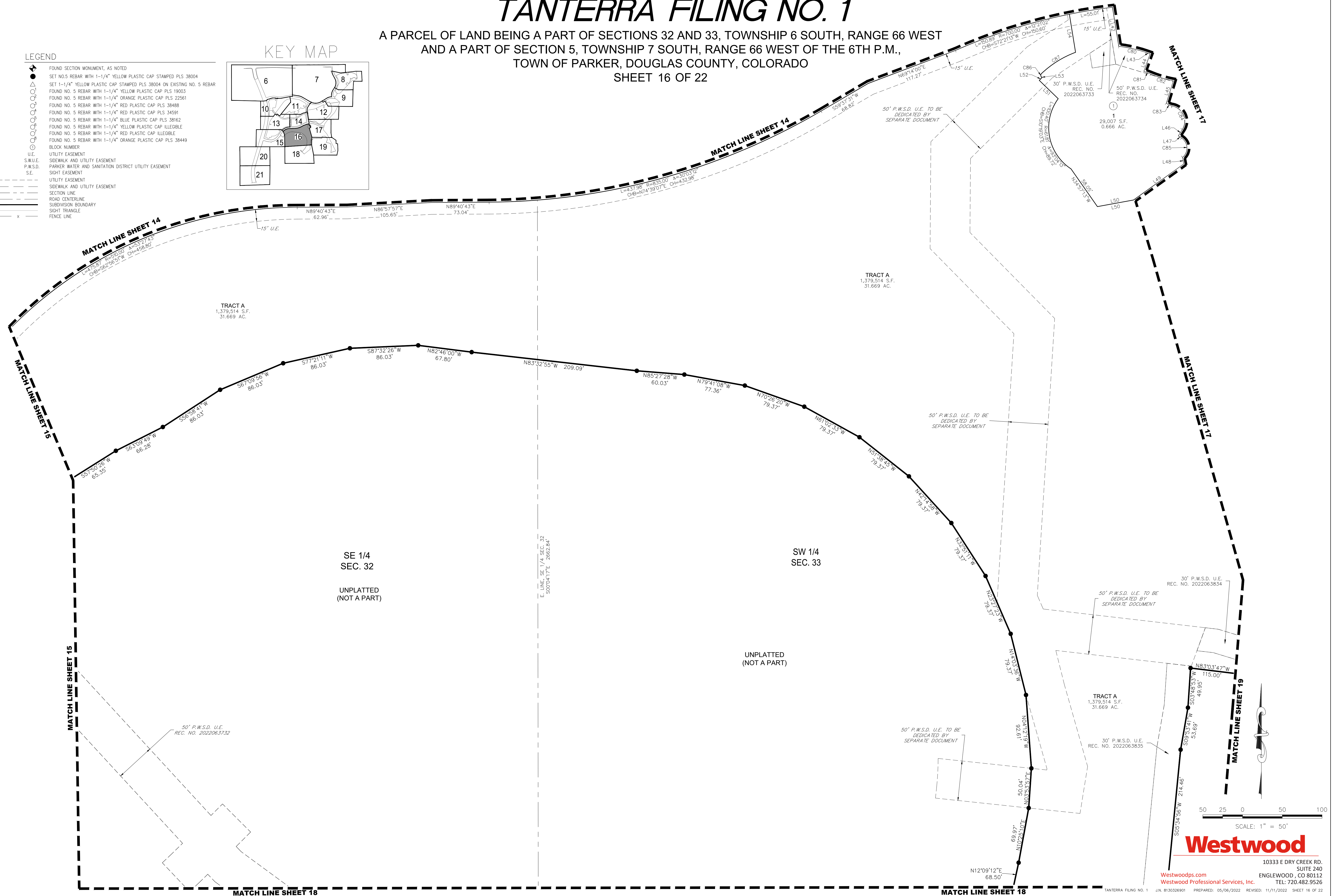
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 15 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 16 OF 22

 FOUND SECTION MONUMENT, AS NOTED
 SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22501
 FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 BLOCK NUMBER
 UTILITY EASEMENT
 SIDEWALK AND UTILITY EASEMENT
 PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 SIGHT EASEMENT
 UTILITY EASEMENT
 SIDEWALK AND UTILITY EASEMENT
 SECTION LINE
 ROAD CENTERLINE
 SUBDIVISION BOUNDARY
 SIGHT TRIANGLE
 FENCE LINE

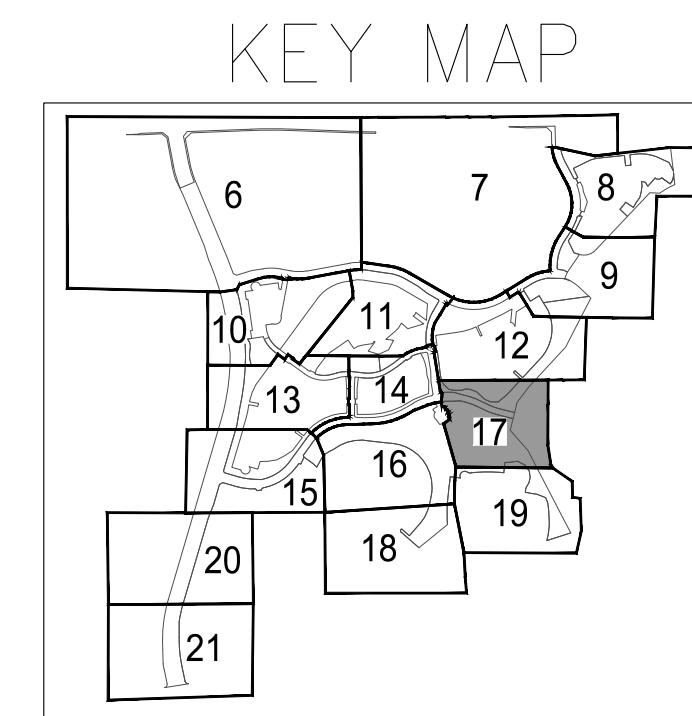
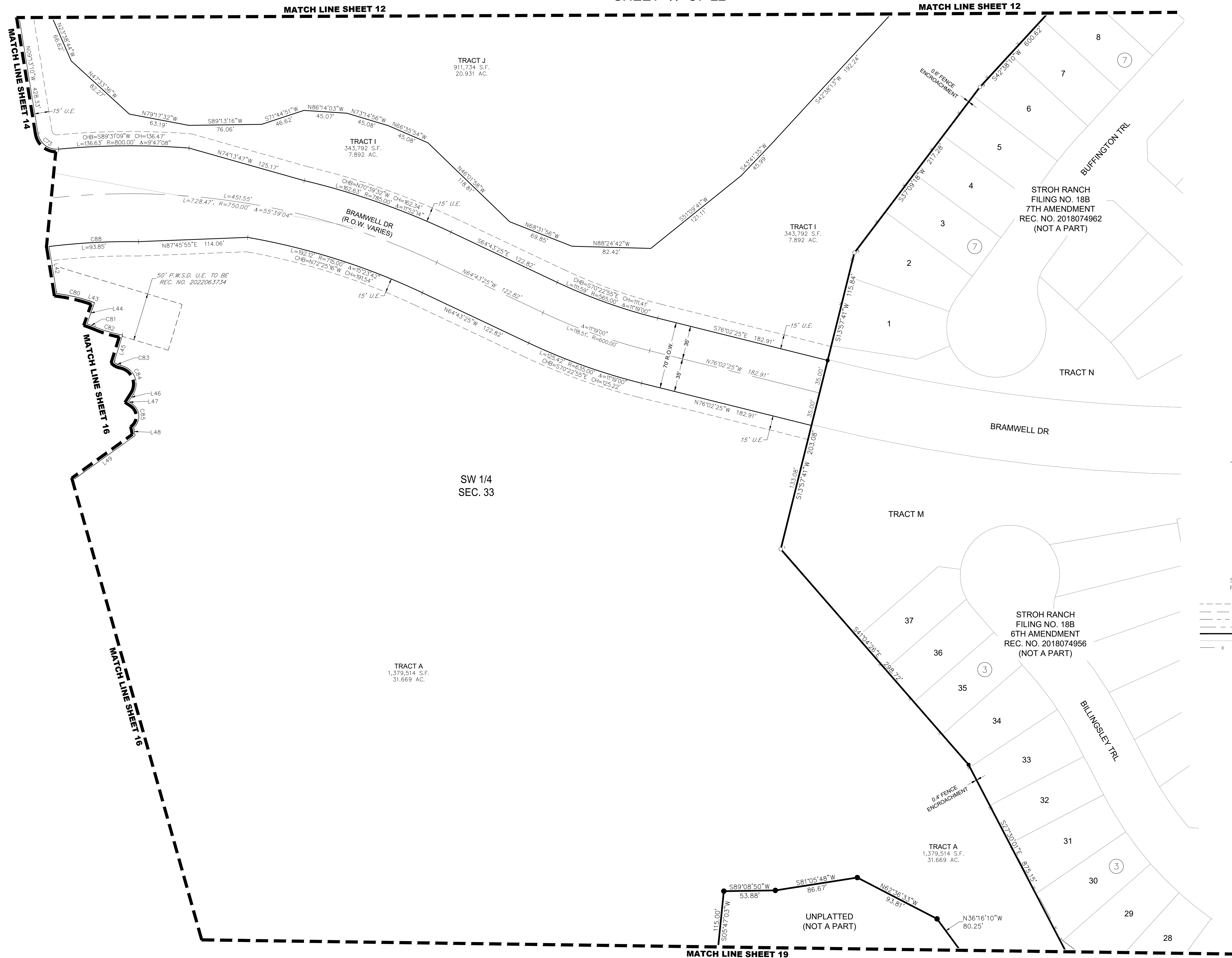
A map of the 21 constituencies in the London Borough of Hammersmith and Fulham. The constituencies are numbered 6 through 21. Constituency 16 is highlighted in grey.



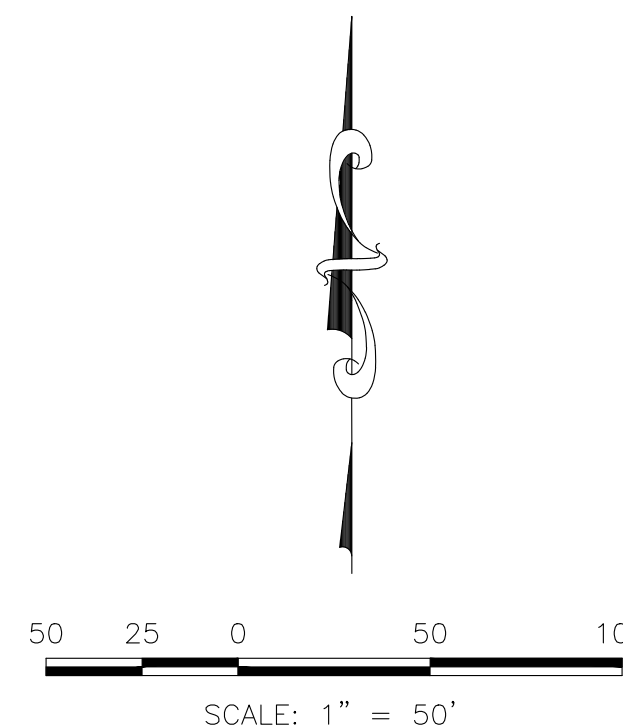
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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - UTILITY EASEMENT
 - U.E.
 - S.W.U.E.
 - P.W.S.D.
 - S.E.
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE



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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 18 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 19 OF 22



TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 20 OF 22

MATCH LINE SHEET 15

MATCH LINE SHEET 15

UNPLATTED
(NOT A PART)

15' U.E. TO BE
DEDICATED
BY SEPARATE
DOCUMENT

15' U.E. TO BE
DEDICATED
BY SEPARATE
DOCUMENT

SLOPE EASEMENT
TO BE DEDICATED
BY SEPARATE
DOCUMENT

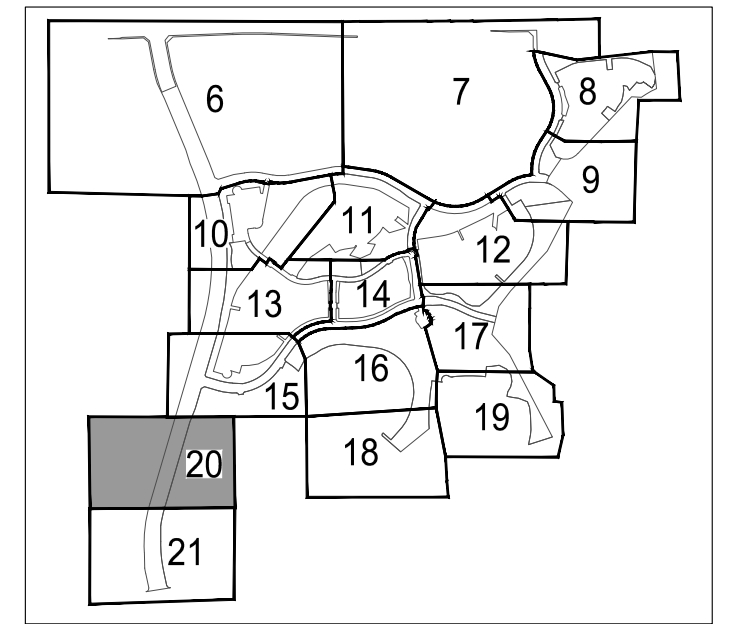
SLOPE EASEMENT
TO BE DEDICATED BY
SEPARATE DOCUMENT

SW 1/4
SEC. 32

SE 1/4
SEC. 32

UNPLATTED
(NOT A PART)

KEY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
- SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 36162
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE
- FENCE LINE



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

UNPLATTED
(NOT A PART)

DRAINAGE EASEMENT
TO BE DEDICATED
BY SEPARATE
DOCUMENT

15' U.E. TO BE
DEDICATED
BY SEPARATE
DOCUMENT

170' R.O.W.

85'

85'

15' U.E. TO BE
DEDICATED
BY SEPARATE
DOCUMENT

SLOPE EASEMENT
TO BE DEDICATED BY
SEPARATE DOCUMENT

L=548.85' R=1585.00' Δ=19°50'25"
CHB=S06°27'31"W CH=546.12'

SLOPE EASEMENT
TO BE DEDICATED
BY SEPARATE
DOCUMENT

DRAINAGE EASEMENT
TO BE DEDICATED BY
SEPARATE DOCUMENT

MATCH LINE SHEET 21

MATCH LINE SHEET 21

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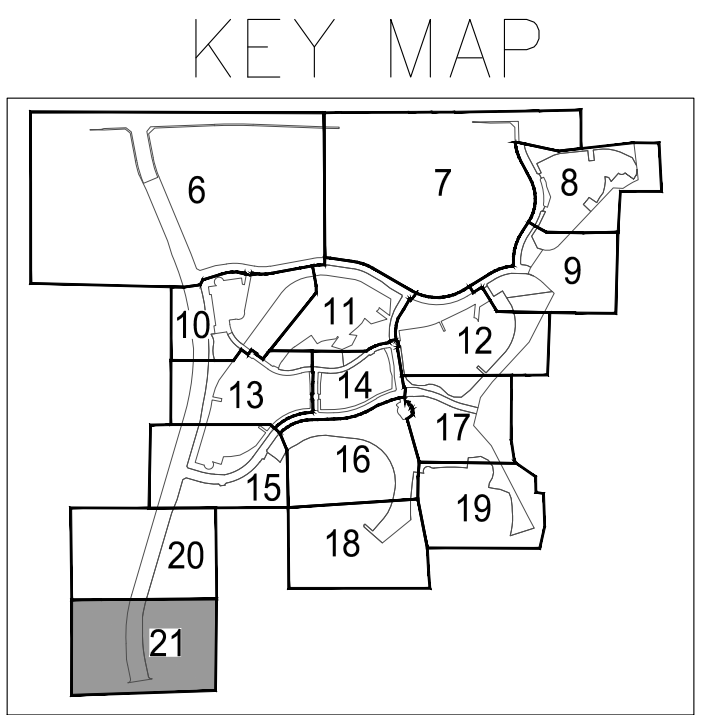
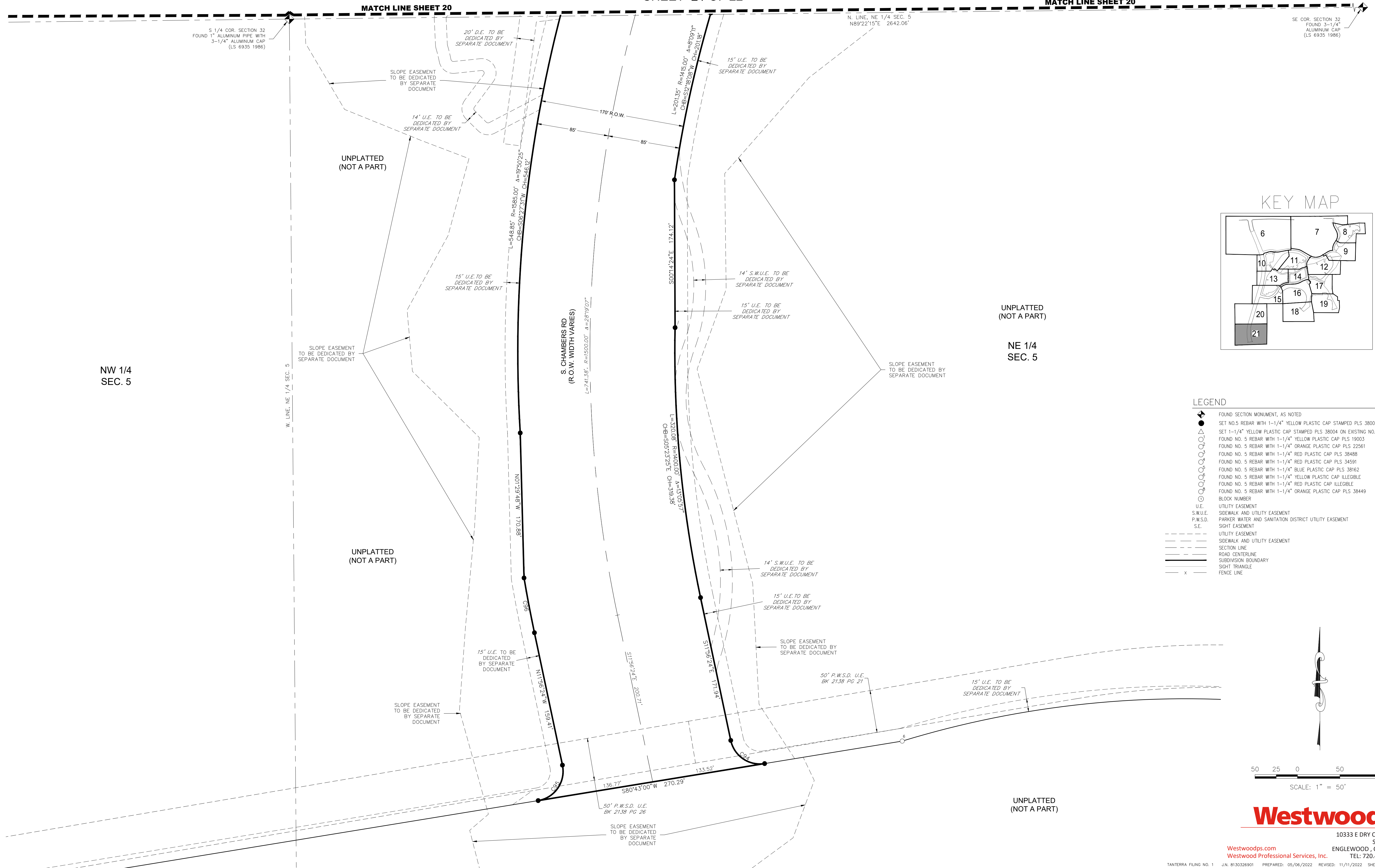
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Westwood Professional Services, Inc.

TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 20 OF 22

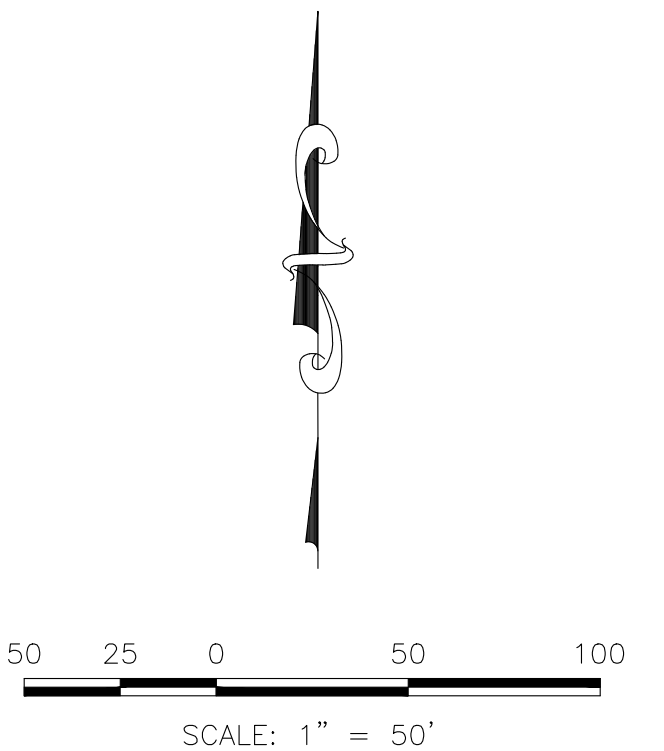
TANTERRA FILING NO. 1

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

SHEET 21 OF 22



- LEGEND**
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004
 - SET 1-1/4" YELLOW PLASTIC CAP STAMPED PLS 38004 ON EXISTING NO. 5 REBAR
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 34591
 - FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP ILLEGIBLE
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP PLS 38449
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - S.E. SIGHT EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE
 - FENCE LINE



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TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 22 OF 22

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1285.00'	1°01'05"	22.83'	S11°22'38"E	22.83'
C2	1285.00'	10°43'55"	240.69'	S17°10'45"E	240.34'
C3	1115.00'	10°43'56"	208.85'	S17°10'05"E	208.55'
C4	1115.00'	1°01'05"	19.81'	S11°22'38"E	19.81'
C5	1100.00'	11°39'56"	223.97'	S16°42'05"E	223.58'
C6	2800.00'	3°37'28"	177.12'	N20°43'19"W	177.09'
C7	550.00'	20°38'52"	198.20'	N89°35'23"W	197.13'
C8	470.00'	21°08'07"	173.37'	S89°50'01"E	172.39'
C9	590.00'	18°44'00"	192.91'	S88°57'56"W	192.05'
C10	510.00'	18°44'00"	166.75'	S88°57'56"W	166.01'
C11	550.00'	21°01'05"	201.76'	S89°53'32"E	200.63'
C12	20.00'	89°52'58"	31.37'	S55°40'32"W	28.26'
C13	20.00'	90°00'00"	31.42'	N34°15'57"W	28.28'
C14	455.00'	27°55'33"	221.77'	S86°46'16"W	219.58'
C15	1300.00'	7°03'19"	160.08'	S14°23'46"E	159.98'
C16	2360.50'	3°01'06"	124.35'	S89°25'11"E	124.34'
C17	2375.50'	3°00'47"	124.92'	S89°25'01"E	124.90'
C18	590.00'	21°40'17"	223.16'	N70°49'55"W	221.83'
C19	550.00'	25°44'59"	247.18'	S71°17'34"W	245.11'
C20	20.00'	83°24'05"	29.11'	N42°28'01"E	26.61'
C21	510.00'	27°04'47"	241.04'	S14°17'00"E	238.80'
C22	340.00'	0°34'10"	3.38'	N78°47'49"W	3.38'
C23	455.00'	19°22'45"	153.89'	S18°08'01"E	153.16'
C24	20.00'	87°57'24"	30.70'	S71°48'06"E	27.78'
C25	20.00'	85°20'34"	29.79'	S21°32'55"W	27.11'
C26	20.00'	83°42'16"	29.22'	S35°34'31"E	26.69'
C27	367.50'	4°34'05"	29.30'	N75°08'37"W	29.29'
C28	312.50'	4°57'17"	27.02'	N76°36'15"W	27.02'
C29	20.00'	85°13'11"	29.75'	S58°18'31"W	27.08'
C30	20.00'	84°39'16"	29.55'	S41°33'40"E	26.93'
C31	565.00'	6°09'47"	60.77'	N80°48'24"W	60.75'
C32	475.00'	9°45'33"	80.91'	N72°09'05"W	80.81'
C33	20.00'	90°00'00"	31.42'	S13°25'04"W	28.28'
C34	20.00'	90°00'00"	31.42'	N76°34'56"W	28.28'
C35	10.00'	90°00'00"	15.71'	S08°42'34"E	14.14'
C36	10.00'	90°00'00"	15.71'	N81°17'26"E	14.14'
C37	10.00'	90°00'00"	15.71'	S36°54'37"W	14.14'
C38	70.00'	18°58'35"	23.18'	N88°36'06"W	23.08'
C39	70.00'	18°58'35"	23.18'	S01°14'45"W	23.08'
C40	52.00'	216°03'05"	196.08'	S54°00'04"W	98.90'
C41	124.00'	42°38'09"	92.27'	N08°52'11"W	90.16'
C42	20.00'	90°00'00"	31.42'	N14°59'46"W	28.28'
C43	20.00'	89°53'39"	31.38'	N36°39'26"E	28.26'
C44	20.00'	86°03'09"	30.04'	S73°01'48"W	27.29'
C45	20.00'	90°07'45"	31.46'	S53°19'52"E	28.32'
C46	20.00'	90°49'26"	31.70'	S36°11'33"W	28.49'
C47	10.00'	90°00'00"	15.71'	N08°42'34"W	14.14'
C48	10.00'	90°00'00"	15.71'	S81°17'26"W	14.14'
C49	312.50'	11°33'16"	63.02'	S30°30'47"W	62.91'
C50	312.50'	4°26'01"	24.18'	S55°55'35"E	24.17'
C51	10.00'	97°07'16"	16.95'	N73°17'47"E	14.99'
C52	10.00'	97°07'16"	16.95'	S23°49'29"E	14.99'
C53	472.50'	14°34'24"	120.18'	S83°07'51"W	119.86'
C54	10.00'	92°03'23"	16.07'	N43°33'16"W	14.39'
C55	367.50'	2°47'43"	17.93'	S01°04'34"W	17.93'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C56	10.00'	90°00'00"	15.71'	N44°40'43"E	14.14'
C57	747.50'	0°05'09"	1.12'	S89°38'08"W	1.12'
C58	692.50'	0°06'30"	1.31'	S89°37'28"W	1.31'
C59	10.00'	90°00'00"	15.71'	N45°19'17"W	14.14'
C60	20.00'	88°53'47"	31.03'	N44°07'36"E	28.01'
C61	2800.00'	0°05'00"	4.07'	N16°20'14"E	4.07'
C62	10.00'	93°33'40"	16.33'	S49°15'15"W	14.57'
C63	312.50'	2°47'43"	15.25'	S01°04'34"W	15.24'
C64	340.00'	2°47'43"	16.59'	S01°04'34"W	16.59'
C65	10.00'	90°00'00"	15.71'	S45°19'17"E	14.14'
C66	10.00'	90°00'00"	15.71'	S44°40'43"W	14.14'
C67	20.00'	87°17'13"	30.47'	S43°57'55"E	27.61'
C68	20.00'	85°00'41"	29.67'	N33°17'11"E	27.03'
C69	20.00'	89°10'34"	31.13'	N53°48'27"W	28.08'
C70	10.00'	95°12'57"	16.62'	S16°04'54"W	14.77'
C71	10.00'	95°12'57"	16.62'	N79°08'03"W	14.77'
C72	422.50'	2°51'09"	21.03'	S51°49'54"W	21.03'
C73	20.00'	86°09'15"	30.07'	S52°17'47"E	27.32'
C74	510.00'	53°27'43"	475.87'	S62°56'51"W	458.80'
C75	590.00'	52°21'30"	539.16'	S62°23'44"W	520.59'
C76	20.00'	89°59'58"	31.42'	S08°47'00"E	28.28'
C77	20.00'	90°00'00"	31.42'	S81°12'59"W	28.28'
C78	20.00'	85°38'29"	29.89'	S35°54'54"W	27.19'
C79	20.00'	85°38'29"	29.89'	N49°43'35"W	27.19'
C80	182.93'	11°01'42"	35.21'	N77°24'43"W	35.16'
C81	168.58'	3°04'03"	9.03'	N68°48'05"W	9.02'
C82	136.75'	12°34'47"	30.02'	S73°33'27"E	29.96'
C83	13.33'	33°38'39"	7.83'	S62°32'43"E	7.72'
C84	19.61'	112°31'30"	38.51'	N23°59'15"W	32.62'
C85	15.38'	106°50'34"	28.68'	N03°00'43"W	24.70'
C86	3.00'	92°37'00"	4.85'	S00°07'21"W	4.34'
C87	125.66'	23°11'23"	50.86'	S58°01'33"W	50.51'
C88	700.00'	24°32'08"	299.76'	S78°26'46"W	297.47'
C89	20.00'	89°56'27"	31.40'	S04°02'56"E	28.27'
C90	20.00'	87°38'35"	30.59'	S53°21'01"E	27.70'
C91	312.50'	1°46'03"	9.64'	N81°56'41"E	9.64'
C92	52.00'	150°51'05"	136.91'	S51°10'29"W	100.65'
C93	750.00'	7°44'33"	101.35'	N49°49'56"W	101.27'
C94	35.00'	87°20'36"	53.35'	S55°36'41"E	48.34'
C95	35.00'	92°39'24"	56.60'	N34°23'18"E	50.63'
C96	1600.00'	2°21'03"	65.65'	S10°45'52"E	65.65'
C97	298.00'	15°58'02"	83.05'	S26°08'13"E	82.78'
C98	312.00'	7°01'40"	38.27'	S30°38'30"E	38.25'
C99	370.00'	19°09'05"	123.67'	S01°04'36"W	123.10'
C100	384.00'	19°09'05"	128.35'	S01°04'36"W	127.76'
C101	2314.00'	11°55'54"	481.89'	N02°31'59"W	481.02'
C102	2300.00'	11°55'54"	478.97'	N02°31'59"W	478.11'
C103	493.00'	10°12'14"	87.80'	N08°32'05"E	87.68'
C104	507.00'	18°03'35"	159.81'	N12°27'46"E	159.15'
C105	257.00'	13°45'14"	61.69'	N08°33'09"E	61.54'
C106	1742.00'	4°58'10"	151.09'	S12°54'26"W	151.05'
C107	1112.50'	12°31'12"	243.10'	N16°40'57"E	242.62'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N87°45'26"E	127.03'
L2	N73°52'11"E	31.67'
L3	S51°33'09"E	75.88'
L4	N67°22'59"E	170.00'
L5	N38°28'36"E	65.35'
L6	S45°19'49"W	92.67'
L7	S10°52'07"E	267.66'
L8	S63°03'20"E	41.57'
L9	S85°28'40"W	57.01'
L10	N79°15'57"W	25.97'
L11	S28°40'02"W	63.17'
L12	N51°33'09"W	69.87'
L13	N89°37'32"W	162.05'
L14	N00°45'58"E	45.23'
L15	N45°44'35"W	70.71'
L16	N64°13'12"E	25.58'
L17	S64°13'12"W	28.65'
L18	N79°04'54"W	3.88'
L19	S00°45'58"W	29.00'
L20	N62°19'12"W	40.39'
L21	S53°42'34"E	55.00'
L22	S30°11'16"E	29.06'
L23	N81°36'16"E	32.17'
L24	N81°36'16"E	26.12'
L25	S81°36'16"W	18.09'
L26	S24°44'09"W	39.83'
L27	N02°28'25"E	102.65'
L28	N00°19'17"W	110.17'
L29	N89°40'43"E	18.88'
L30	S89°40'43"W	18.88'
L31	N00°19'17"W	116.16'
L32	N89°40'43"E	37.50'
L33	N89°40'43"E	37.50'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L34	N02°28'25"E	100.21'
L35	N00°19'17"W	110.17'
L36	S89°40'43"W	20.15'
L37	N89°40'43"E	20.00'
L38	N00°19'17"W	116.98'
L39	N81°36'16"E	33.45'
L40	N31°31'34"W	39.21'
L41	N36°12'59"E	31.04'
L42	S09°13'10"E	49.84'
L43	N71°09'38"W	5.53'
L44	N19°39'53"E	23.50'
L45	S17°23'30"W	29.54'
L46	S32°27'52"W	9.38'
L47	S56°33'51"E	4.73'
L48	S11°09'35"E	8.30'
L49	S54°25'03"W	77.90'
L50	S79°34'40"W	46.28'
L51	N45°57'18"W	33.19'
L52	N44°31'56"E	5.00'
L53	N46°11'09"W	0.93'
L54	N09°13'10"W	48.70'
L55	N82°49'42"E	1.01'
L56	N10°44'03"E	67.50'
L57	N89°40'43"E	20.16'
L58	N89°40'43"E	20.79'
L59	S89°40'43"W	20.15'
L60	S89°40'43"W	21.23'
L61	S60°38'45"E	21.97'
L62	S60°38'45"E	21.50'
L63	S28°37'16"E	21.21'
L64	N24°44'09"E	25.45'

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TANTERRA FILING NO. 1 J.N. 8130326901 PREPARED: 05/06/2022 REVISED: 11/11/2022 SHEET 22 OF 22

EXHIBIT C-1



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE FILING 1 SUPPLEMENTAL EXCLUDING OVERLOT GRADING AND CHAMBERS FROM BRAMWELL TO STROH 1/27/2023

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING/ CUT TO FILL	842,500	C.Y.	\$2.25	\$1,895,625.00
	TOP SOIL STRIP AND REPLACE	1	L.S.	\$300,000.00	\$300,000.00
	EXPORT TO STOCKPILE	0	C.Y.	\$2.00	\$0.00

Total Cost **\$2,195,625.00**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	53,636	S.Y.	\$53.30	\$2,858,798.80
	ASPHALT PAVEMENT (6" THICK)	54,085	S.Y.	\$30.80	\$1,665,831.69
	ASPHALT PAVEMENT (5" THICK)	8,934	S.Y.	\$26.05	\$232,724.91
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	102,395	S.Y.	\$14.85	\$1,520,559.15
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)	10,497	S.Y.	\$11.80	\$123,859.36
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$90.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	30,251	L.F.	\$17.05	\$515,779.55
	6" CONCRETE CURB & GUTTER WITH 1' PAN	8,906	L.F.	\$16.50	\$146,949.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	4,812	L.F.	\$17.05	\$82,044.60
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	34,365	L.F.	\$27.00	\$927,855.00
	6"X10' CONCRETE SIDEWALK W/ FIBER MESH	2,222	L.F.	\$60.00	\$133,320.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	2,977	L.F.	\$43.04	\$128,130.08
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	25,574	L.F.	\$26.60	\$680,268.40
	SPLASH STRIP	3,591	L.F.	\$16.41	\$58,928.31
	MEDIAN COVER	16,418	S.F.	\$10.94	\$179,612.92
	CONCRETE CROSSPAN (6" THICK)	995	S.F.	\$10.16	\$10,109.20
	CURB RAMP (DIRECTIONAL)	57	EA.	\$1,675.00	\$95,475.00
	CURB RAMP (DIAGONAL)	23	EA.	\$1,675.00	\$38,525.00
	MIDBLOCK CURB RAMP	15	EA.	\$1,675.00	\$25,125.00
	ADJUST MANHOLES TO FINAL GRADE	31	EA.	\$700.00	\$21,700.00
	ADJUST VALVES TO FINAL GRADE	37	EA.	\$250.00	\$9,250.00
	GUARD RAIL	549	L.F.	\$250.00	\$137,250.00

Total Cost **\$9,592,095.97**

BRIDGES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	BRIDGE AT CHAMBERS	1	EA.	\$2,992,181.00	\$2,992,181.00
	BRIDGE AT TAMMY	1	EA.	\$1,565,619.00	\$1,565,619.00

Total Cost **\$4,557,800.00**

SIGNAGE/STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STRIPING	1	L.S.	\$624,900.00	\$624,900.00
	SIGNAGE	149	EA.	\$300.00	\$44,617.00

Total Cost **\$669,517.00**



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 SUPPLEMENTAL EXCLUDING OVERLOT GRADING AND CHAMBERS FROM BRAMWELL TO STROH
1/27/2023

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	2,252	L.F.	\$74.00	\$166,648.00
	24" STORM SEWER (Class III RCP)	3,842	L.F.	\$98.00	\$376,516.00
	30" STORM SEWER (Class III RCP)	3,059	L.F.	\$130.00	\$397,670.00
	36" STORM SEWER (Class III RCP)	731	L.F.	\$160.00	\$116,960.00
	42" STORM SEWER (Class III RCP)	337	L.F.	\$200.00	\$67,400.00
	48" STORM SEWER (Class III RCP)	168	L.F.	\$240.00	\$40,320.00
	54" STORM SEWER (Class III RCP)	335	L.F.	\$270.00	\$90,450.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$330.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$1,700.00	\$0.00
	10'X10' BOX CULVERT (Class III RCBC)	282	L.F.	\$2,820.00	\$795,240.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	2	EA.	\$10,000.00	\$20,000.00
	5' DIA. MANHOLE	38	EA.	\$5,270.00	\$200,260.00
	6' DIA. MANHOLE	27	EA.	\$5,780.00	\$156,060.00
	8' BOX BASE MANHOLE	0	EA.	\$6,800.00	\$0.00
	8' BOX BASE MANHOLE WITH DROP	2	EA.	\$7,800.00	\$15,600.00
	TYPE R INLET (5')	3	EA.	\$5,910.00	\$17,730.00
	TYPE R INLET (10')	26	EA.	\$11,500.00	\$299,000.00
	TYPE R INLET (15')	18	EA.	\$26,000.00	\$468,000.00
	TYPE 13 INLET	15	EA.	\$6,420.00	\$96,300.00
	18" FES (WITH TOEWALL)	0	EA.	\$5,070.00	\$0.00
	24" FES (WITH TOEWALL)	0	EA.	\$5,540.00	\$0.00
	30" FES (WITH TOEWALL)	0	EA.	\$6,420.00	\$0.00
	36" FES (WITH TOEWALL)	0	EA.	\$7,830.00	\$0.00
	42" FES (WITH TOEWALL)	0	EA.	\$8,300.00	\$0.00
	48" FES (WITH TOEWALL)	0	EA.	\$9,030.00	\$0.00
	54" FES (WITH TOEWALL)	0	EA.	\$11,000.00	\$0.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	215	L.F.	\$120.00	\$25,800.00
	RIPRAP (TYPE M)	1,220	C.Y.	\$160.00	\$195,200.00
	FOREBAY (ADDITION TO EXISTING)	1	E.A.	\$18,710.00	\$18,710.00
	ACCESS PATH	355	L.F.	\$66.00	\$23,430.00
				Total Cost	\$3,587,294.00



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 SUPPLIMENTAL EXCLUDING OVERLOT GRADING AND CHAMBERS FROM BRAMWELL TO STROH
1/27/2023

DRY UTILITIES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	ON-SITE STREET GAS LINES	0	L.F.	\$0.00	\$0.00
	ON-SITE STREET ELECTRIC LINES	0	L.F.	\$0.00	\$0.00
	LOT GAS SERVICE	0	EA.	\$0.00	\$0.00
	LOT ELECTRIC SERVICE	0	EA.	\$0.00	\$0.00
	TRAFFIC SIGNAL (HESS AND CHAMBERS)	1	EA.	\$523,511.00	\$523,511.00
				Total Cost	\$523,511.00

LANDSCAPING/MONUMENTATION

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREETSCAPE LANDSCAPING (MEDIANS/SIDEWALK STRIP)	0	L.F.	\$0.00	\$0.00
	FENCING	0	L.F.	\$0.00	\$0.00
	IRRIGATION AND SLEEVING	0	L.F.	\$0.00	\$0.00
	MONUMENTATION	0	LS	\$0.00	\$0.00
				Total Cost	\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$21,125,842.97

CONSTRUCTION CONTINGENCY (10%) \$2,112,584.30

MOBILIZATION (5%) \$1,056,292.15

SURVEYING (3%) \$633,775.29

CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,535,101.16

PUBLIC IMPROVEMENT TOTAL \$27,463,595.86

SECURITY AT 110% = \$30,209,955.44

1. REGIONAL TRAIL NOT INCLUDED IN THIS ESTIMATE
2. REGIONAL STORM DRAIN INFRASTRUCTURE SUCH AS CHANNELS, REGIONAL PONDS, OR CROSSINGS AT OAK GULCH NOT INCLUDED IN THIS ESTIMATE OTHER THAN THE BRIDGE CROSSING AT CHAMBERS RD AND TAMMY LANE
3. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
4. PARK IMPROVEMENTS AND POOLSITE NOT INCLUDED
5. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
6. REFERENCE TOWN OF PARKER AND PARKER WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
7. FINAL SUBGRADE TREATMENTS/ROADWAY PAVEMENT DESIGN TO BE PROVIDED BY GEOTECHNICAL ENGINEER
8. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
9. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
10. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
11. BRIDGE CONCRETE AND ASPHALT INCLUDED IN BRIDGE COST
12. STORM PIPE COSTS INCLUDE ANY REQUIRED JET AND TV
13. TRENCH DRAIN COST INCLUDES CLEAN OUTS AND CONNECTIONS TO STORM INLETS/MANHOLES
14. FLAIRED END SECTION ARE NOT INCLUDED IN THIS ESTIMATE. THEY ARE INCLUDED WITH MULLER COSTS AND DESIGN.
15. THE GRADING IN THIS ESTIMATE DOES NOT INCLUDE OVERLOT GRADING. ONLY THE METRO DISTRICT GRADING AND

EXHIBIT C-2



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE FILING 1 S. CHAMBERS RD (BRAMWELL TO STROH) 1/27/2023

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING/ CUT TO FILL (WHOLE ROADWAY GRADING)	42,140	C.Y.	\$2.25	\$94,815.00
	TOP SOIL STRIP AND REPLACE	1	L.S.	\$20,000.00	\$20,000.00
	OVEREXCAVATION (ASSUMED 3' DEPTH FULL ROADWAY)	26,770	CY	\$2.25	\$60,233.25
	EROSION CONTROL	1	L.S.	\$80,000	\$80,000.00
				Total Cost	\$255,048.25

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	24,702	S.Y.	\$53.30	\$1,316,605.00
	ASPHALT PAVEMENT (6" THICK)	0	S.Y.	\$30.80	\$0.00
	ASPHALT PAVEMENT (5" THICK)	0	S.Y.	\$26.05	\$0.00
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	26,770	S.Y.	\$14.85	\$397,539.00
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)	0	S.Y.	\$11.80	\$0.00
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$90.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	4,666	L.F.	\$17.05	\$79,555.00
	6" CONCRETE CURB & GUTTER WITH 1' PAN	4,664	L.F.	\$16.50	\$76,956.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	0	L.F.	\$17.05	\$0.00
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	8,388	L.F.	\$27.00	\$226,476.00
	6"X10' CONCRETE SIDEWALK W/ FIBER MESH	3,517	L.F.	\$60.00	\$211,020.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$43.04	\$0.00
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$26.90	\$0.00
	SPLASH STRIP	3,602	L.F.	\$16.41	\$59,109.00
	MEDIAN COVER	3,284	S.F.	\$10.94	\$35,927.00
	CONCRETE CROSSSPAN (6" THICK)	0	S.F.	\$10.16	\$0.00
	CURB RAMP (DIRECTIONAL)	0	EA.	\$1,675.00	\$0.00
	CURB RAMP (DIAGONAL)	0	EA.	\$1,675.00	\$0.00
	MIDBLOCK CURB RAMP	0	EA.	\$1,675.00	\$0.00
	ADJUST MANHOLES TO FINAL GRADE	3	EA.	\$700.00	\$2,100.00
	ADJUST VALVES TO FINAL GRADE	17	EA.	\$250.00	\$4,250.00
	GUARD RAIL	0	L.F.	\$250.00	\$0.00
				Total Cost	\$2,409,537.00

BRIDGES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	1/2 BRIDGE AT CHAMBERS	0	EA.	\$1,496,090.50	\$0.00
				Total Cost	\$0.00

SIGNAGE/STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STRIPING	1	L.S.	\$126,000.00	\$126,000.00
	SIGNAGE	14	EA.	\$300.00	\$4,200.00
				Total Cost	\$130,200.00



**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 S. CHAMBERS RD (BRAMWELL TO STROH)
1/27/2023**

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	26	L.F.	\$74.00	\$1,924.00
	24" STORM SEWER (Class III RCP)	532	L.F.	\$98.00	\$52,136.00
	30" STORM SEWER (Class III RCP)	444	L.F.	\$130.00	\$57,720.00
	36" STORM SEWER (Class III RCP)	0	L.F.	\$160.00	\$0.00
	42" STORM SEWER (Class III RCP)	0	L.F.	\$200.00	\$0.00
	48" STORM SEWER (Class III RCP)	0	L.F.	\$240.00	\$0.00
	54" STORM SEWER (Class III RCP)	0	L.F.	\$270.00	\$0.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$330.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$1,700.00	\$0.00
	12'X10' BOX CULVERT (Class III RCBC)	282	L.F.	\$2,820.00	\$795,240.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	2	EA.	\$10,000.00	\$20,000.00
	5' DIA. MANHOLE	4	EA.	\$5,270.00	\$21,080.00
	6' DIA. MANHOLE	2	EA.	\$5,780.00	\$11,560.00
	8' BOX BASE MANHOLE	0	EA.	\$6,800.00	\$0.00
	8' BOX BASE MANHOLE WITH DROP	0	EA.	\$7,800.00	\$0.00
	TYPE R INLET (5')	0	EA.	\$5,910.00	\$0.00
	TYPE R INLET (10')	1	EA.	\$11,500.00	\$11,500.00
	TYPE R INLET (15')	2	EA.	\$26,000.00	\$52,000.00
	TYPE 13 INLET	4	EA.	\$6,420.00	\$25,680.00
	18" FES (WITH TOEWALL)	0	EA.	\$5,070.00	\$0.00
	24" FES (WITH TOEWALL)	0	EA.	\$5,540.00	\$0.00
	30" FES (WITH TOEWALL)	0	EA.	\$6,420.00	\$0.00
	36" FES (WITH TOEWALL)	0	EA.	\$7,830.00	\$0.00
	42" FES (WITH TOEWALL)	0	EA.	\$8,300.00	\$0.00
	48" FES (WITH TOEWALL)	0	EA.	\$9,030.00	\$0.00
	54" FES (WITH TOEWALL)	0	EA.	\$11,000.00	\$0.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	0	L.F.	\$120.00	\$0.00
	RIPRAP (TYPE M)	0	C.Y.	\$160.00	\$0.00
	FOREBAY (ADDITION TO EXISTING)	0	E.A.	\$18,710.00	\$0.00
	ACCESS PATH	0	L.F.	\$66.00	\$0.00
				Total Cost	\$1,048,840.00



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 S. CHAMBERS RD (BRAMWELL TO STROH)
1/27/2023

DRY UTILITIES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	ON-SITE STREET GAS LINES	0	L.F.	\$0.00	\$0.00
	ON-SITE STREET ELECTRIC LINES	0	L.F.	\$0.00	\$0.00
	LOT GAS SERVICE	0	EA.	\$0.00	\$0.00
	LOT ELECTRIC SERVICE	0	EA.	\$0.00	\$0.00
	STREET LIGHTS	0	EA.	\$8,000.00	\$0.00
	TRAFFIC SIGNAL (1/2 COST)	0	EA.	\$261,755.50	\$0.00
Total Cost					\$0.00

LANDSCAPING/MONUMENTATION

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREETSCAPE LANDSCAPING (MEDIANS/SIDEWALK STRIP)	0	L.F.	\$0.00	\$0.00
	FENCING	0	L.F.	\$0.00	\$0.00
	IRRIGATION AND SLEEVING	0	L.F.	\$0.00	\$0.00
	MONUMENTATION	0	LS	\$0.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL **\$3,843,625.25**

CONSTRUCTION CONTINGENCY (10%) \$384,362.53

MOBILIZATION (5%) \$192,181.26

SURVEYING (3%) \$115,308.76

CONSTRUCTION MANAGEMENT & TESTING (12%) \$461,235.03

PUBLIC IMPROVEMENT TOTAL **\$4,996,712.83**

SECURITY AT 110% = **\$5,496,384.11**

1. REGIONAL TRAIL NOT INCLUDED IN THIS ESTIMATE
2. REGIONAL STORM DRAIN INFRASTRUCTURE SUCH AS CHANNELS, REGIONAL PONDS, OR CROSSINGS AT OAK GULCH NOT INCLUDED IN THIS ESTIMATE
3. EROSION CONTROL IS ESTIMATED AS 5% OF TOTAL BID COST FOR EROSION CONTROL
4. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
5. PARK IMPROVEMENTS AND POOLSITE NOT INCLUDED
6. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
7. REFERENCE TOWN OF PARKER AND PARKER WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
8. FINAL SUBGRADE TREATMENTS/ROADWAY PAVEMENT DESIGN TO BE PROVIDED BY GEOTECHNICAL ENGINEER
9. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
10. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
11. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
12. GRADING QUANTITIES ESTIMATE FOR ROADWAY USING FULL WIDTH ROW FROM HESS RD TO BRAMWELL DR
13. ASSUMES STREET LIGHTS AT MAJOR INTERSECTIONS ONLY
14. NO TRAFFIC SIGNALS INCLUDED IN THIS ESTIMATE
15. OVEREXCAVATION ASSUMES FULL ROADWAY TBC TO TBC 3' DEEP
16. STORM PIPE COSTS INCLUDE ANY REQUIRED JET AND TV
17. TRENCH DRAIN COST INCLUDES CLEAN OUTS AND CONNECTIONS TO STORM INLETS/MANHOLES
18. DOES NOT INCLUDE A WALK ON THE WEST SIDE OF CHAMBERS
19. INCLUDES WALK THROUGH PED BOX AND CONNECTIONS TO CHAMBERS

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial Guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

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

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

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

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

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

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

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

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT D-1

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

EXHIBIT E

Tanterra Filing 1-Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 03.25.2022

Filing 1-Streetscape Landscaping

* All Streetscape estimates are taken from the edge of sidewalk to the street, regardless if it is in the R.O.W. or not.

Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	631	EA	\$ 660.00	\$ 416,460.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	37	EA	\$ 27.00	\$ 999.00
Ornamental Grasses (1 gal)	118	EA	\$ 17.00	\$ 2,006.00
Perennials (1 gal)	93	EA	\$ 12.00	\$ 1,116.00
EnviroTurf Sod (w/prep)	308,072	SF	\$ 0.85	\$ 261,861.20
Planting Bed Prep	8,634	SF	\$ 0.35	\$ 3,021.90
2" Diam. Rock mulch (3" depth) w/ installation	120	TON	\$ 35.00	\$ 4,200.00
3"-6" Diam. River Cobble Mulch (4" depth)	9	TON	\$ 35.00	\$ 315.00
Irrigation (Spray for sod areas)	307,760	SF	\$ 0.90	\$ 276,984.00
Irrigation (Drip emitters for shrub beds)	8,634	SF	\$ 0.35	\$ 3,021.90
Steel Edger	393	LF	\$ 1.50	\$ 589.50
Sub-Total				\$ 974,574.50

TOTAL	\$ 974,574.50
15% Contingency	\$ 146,186.18
Total	\$ 1,120,760.68
110% SIA Total	\$ 1,232,836.74

NOTES:

1. The control system and POC components for irrigation are included on a separate page by irrigation designer.
2. All streetscape and median lighting is included in Engineer's cost estimate.
3. All concrete trails outside of parks are to be budgeted by engineer.

EXHIBIT F

Tanterra Filing 1-Landscape Cost Estimate - Open Space

PCS Group Date: 02.08.2023

Filing 1-Tract N Park Landscaping				
Deciduous Trees (2.5" cal)	21	EA	\$ 660.00	\$ 13,860.00
Evergreen Trees (8' ht)	17	EA	\$ 700.00	\$ 11,900.00
Ornamental Trees (2" cal)	11	EA	\$ 500.00	\$ 5,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	179	EA	\$ 27.00	\$ 4,833.00
Ornamental Grasses (1 gal)	199	EA	\$ 17.00	\$ 3,383.00
Perennials (1 gal)	163	EA	\$ 12.00	\$ 1,956.00
Temporarily Irrigated Native Seed (w/prep)	32,537	SF	\$ 0.35	\$ 11,387.95
Enviro turf Sod (prep, sod)	15,037	SF	\$ 0.85	\$ 12,781.45
Planting Bed Prep	10,865	SF	\$ 0.35	\$ 3,802.75
2" Diam. Cobble Rock mulch (3" depth)	75	TON	\$ 35.00	\$ 2,625.00
2"-4" Diam. Cobble Rock River Rock (4" depth)	117	TON	\$ 35.00	\$ 4,095.00
Steel Edger	632	LF	\$ 1.50	\$ 948.00
Landscape Boulders (2'-4')	82	EA	\$ 400.00	\$ 32,800.00
Concrete Walk/Pads (4" depth)	6,719	SF	\$ 7.00	\$ 47,033.00
Concrete Playground Edger	77	LF	\$ 25.00	\$ 1,925.00
Engineered Wood Fiber (playground-12" depth)	420	SF	\$ 5.00	\$ 2,100.00
Concrete Edger (Crusher Fines)	1,110	SF	\$ 15.00	\$ 16,650.00
Crusher Fines (4" depth)	4,877	SF	\$ 5.50	\$ 26,823.50
Specialty Pavers	177	SF	\$ 18.00	\$ 3,186.00
Stone Steps w/Handrails	6	EA	\$ 600.00	\$ 3,600.00
Pet Station	1	EA	\$ 1,500.00	\$ 1,500.00
Trash Receptacle	2	EA	\$ 1,500.00	\$ 3,000.00
Boulder Climbing Structure	1	LS	\$ 20,000.00	\$ 20,000.00
Cornhole (permanent)	1	LS	\$ 5,000.00	\$ 5,000.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 10,000.00	\$ 10,000.00
20'x20' Picnic Shelter	1	EA	\$ 50,000.00	\$ 50,000.00
Picnic Tables	2	EA	\$ 3,000.00	\$ 6,000.00
Raised Garden Beds Community Garden	10	EA	\$ 2,000.00	\$ 20,000.00
Bench	3	EA	\$ 2,500.00	\$ 7,500.00
BBQ Grill	2	EA	\$ 700.00	\$ 1,400.00
Ped Bridge	1	EA	\$ 12,000.00	\$ 12,000.00
Irrigation (Spray for turf areas)	15,037	SF	\$ 0.90	\$ 13,533.30
Irrigation (Spray for native areas)	32,537	SF	\$ 0.50	\$ 16,268.50
Irrigation (Drip emitters for shrub beds)	10,865	SF	\$ 0.35	\$ 3,802.75
			Sub-Total	\$ 382,994.20
Filing 1-Tract Q Park Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	46	EA	\$ 660.00	\$ 30,360.00
Evergreen Trees (8' ht)	26	EA	\$ 700.00	\$ 18,200.00
Ornamental Trees (2" cal)	4	EA	\$ 500.00	\$ 2,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	319	EA	\$ 27.00	\$ 8,613.00
Evergreen Shrubs (5 gal)	79	EA	\$ 39.00	\$ 3,081.00
Ornamental Grasses (1 gal)	393	EA	\$ 17.00	\$ 6,681.00
Perennials (1 gal)	113	EA	\$ 12.00	\$ 1,356.00
Temporarily Irrigated Native Seed- (w/prep)	56,847	SF	\$ 0.35	\$ 19,896.45
Enviro turf Sod (prep, sod)	45,289	SF	\$ 0.85	\$ 38,495.65
Planting Bed Prep	11,026	SF	\$ 0.35	\$ 3,859.10
2" Diam. Cobble Rock mulch (3" depth)	123	TON	\$ 35.00	\$ 4,305.00
2"-4" Diam. Cobble Rock River Rock (3" depth)	40	TON	\$ 35.00	\$ 1,400.00
Steel Edger	1,229	LF	\$ 1.50	\$ 1,843.50
Landscape Boulders (2'-3')	61	EA	\$ 400.00	\$ 24,400.00
Concrete Walks/Pads (4" depth)	17,835	SF	\$ 7.00	\$ 124,845.00
Crusher Fines (4" depth)	1,068	SF	\$ 5.50	\$ 5,874.00
Stone Amphitheater	214	LF	\$ 150.00	\$ 32,100.00
Specialty Concrete (Amphitheater)	610	SF	\$ 14.00	\$ 8,540.00

Concrete Playground Edger	157	LF	\$ 25.00	\$ 3,925.00
Stone Steps w/ Handrail	12	EA	\$ 600.00	\$ 7,200.00
Concrete Steps w/ Handrail	6	EA	\$ 750.00	\$ 4,500.00
Pet Waste Station	1	EA	\$ 700.00	\$ 700.00
Trash Receptacle	3	EA	\$ 1,500.00	\$ 4,500.00
Bike Rack	2	EA	\$ 900.00	\$ 1,800.00
Workout Stations	6	EA	\$ 5,000.00	\$ 30,000.00
Log Balance Beam	1	EA	\$ 4,000.00	\$ 4,000.00
Log Crawl Tunnel	1	EA	\$ 5,000.00	\$ 5,000.00
Playground Log Steppers	6	EA	\$ 600.00	\$ 3,600.00
Log Nest Scramble (Custom)	1	EA	\$ 12,000.00	\$ 12,000.00
Engineered Wood Fiber (<i>playground-12" depth</i>)	3,469	SF	\$ 5.00	\$ 17,345.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 10,000.00	\$ 10,000.00
20'x20' Picnic Shelter	1	EA	\$ 60,000.00	\$ 60,000.00
Picnic Tables	5	EA	\$ 3,000.00	\$ 15,000.00
Game Table	1	EA	\$ 3,500.00	\$ 3,500.00
Bench	8	EA	\$ 2,500.00	\$ 20,000.00
BBQ Grill	2	EA	\$ 700.00	\$ 1,400.00
Steppers for drainage crossing	48	EA	\$ 400.00	\$ 19,200.00
Irrigation (<i>Spray for turf areas</i>)	45,289	SF	\$ 0.90	\$ 40,760.10
Irrigation (<i>Spray for native areas</i>)	56,847	SF	\$ 0.50	\$ 28,423.50
Irrigation (<i>Drip emitters for shrub beds</i>)	11,026	SF	\$ 0.35	\$ 3,859.10
			Sub-Total	\$ 634,362.40
Filing 1-Fencing- All Tracts				
Improvement	Quantity	Unit	Unit Cost	Total
Open Rail Fence	16,766	LF	\$ 30.00	\$ 502,980.00
5' Privacy Fence	500	LF	\$ 45.00	\$ 22,500.00
			Sub-Total	\$ 525,480.00
Filing 1-Open Space Landscaping - Tract C				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	9	EA	\$ 660.00	\$ 5,940.00
Evergreen Trees (8' ht)	28	EA	\$ 700.00	\$ 19,600.00
Ornamental Trees (2" cal)	2	EA	\$ 500.00	\$ 1,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	166	EA	\$ 27.00	\$ 4,482.00
Evergreen Shrubs (5 gal)	3	EA	\$ 39.00	\$ 117.00
Ornamental Grasses	9	EA	\$ 17.00	\$ 153.00
Perennials	11	EA	\$ 12.00	\$ 132.00
Temporarily Irrigated Native Seed (w/ prep)	43,188	SF	\$ 0.35	\$ 15,115.80
Enviro turf Sod (<i>prep, sod</i>)	4,596	SF	\$ 0.85	\$ 3,906.60
Planting Bed Prep	5,504	SF	\$ 0.35	\$ 1,926.40
2" Cobble Rock Mulch (3" deep)	10	TON	\$ 35.00	\$ 350.00
2"-4" Cobble River Rock (3" deep)	65	TON	\$ 35.00	\$ 2,275.00
Steel Edger	631	LF	\$ 1.50	\$ 946.50
Landscape Boulders (2'-4')	2	EA	\$ 400.00	\$ 800.00
Irrigation (<i>Spray for turf areas</i>)	4,596	SF	\$ 0.90	\$ 4,136.40
Irrigation (<i>Spray for native areas</i>)	43,188	SF	\$ 0.50	\$ 21,594.00
Irrigation (<i>Drip emitters for shrub beds</i>)	5,504	SF	\$ 0.35	\$ 1,926.40
			Sub-Total	\$ 84,401.10
Filing 1-Open Space Landscaping - Tract E				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	5	EA	\$ 660.00	\$ 3,300.00
Evergreen Trees (8' ht)	27	EA	\$ 700.00	\$ 18,900.00
Ornamental Trees (2" cal)	10	EA	\$ 500.00	\$ 5,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	154	EA	\$ 27.00	\$ 4,158.00
Evergreen Shrubs (5 gal)	56	EA	\$ 39.00	\$ 2,184.00
Temporarily Irrigated Native Seed (w/ prep)	50,237	SF	\$ 0.35	\$ 17,582.95
Enviro turf Sod (<i>prep, sod</i>)	8,320	SF	\$ 0.85	\$ 7,072.00
Planting Bed Prep	5,321	SF	\$ 0.35	\$ 1,862.35

2" Cobble Rock Mulch (3" deep)	63	TON	\$ 35.00	\$ 2,205.00
2"-4" Cobble River Rock (3" deep)	17	TON	\$ 35.00	\$ 595.00
Steel Edger	323	LF	\$ 1.50	\$ 484.50
Irrigation (Spray for turf areas)	8,320	SF	\$ 0.90	\$ 7,488.00
Irrigation (Spray for native areas)	50,237	SF	\$ 0.50	\$ 25,118.50
Irrigation (Drip emitters for shrub beds)	5,321	SF	\$ 0.35	\$ 1,862.35
			Sub-Total	\$ 97,812.65

Filing 1-Open Space Landscaping - Tract F

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	3	EA	\$ 660.00	\$ 1,980.00
Evergreen Trees (8' ht)	7	EA	\$ 700.00	\$ 4,900.00
Ornamental Trees (2" cal)	3	EA	\$ 500.00	\$ 1,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	113	EA	\$ 27.00	\$ 3,051.00
Ornamental Grasses	20	EA	\$ 17.00	\$ 340.00
Buffalo Grass Sod (prep, sod)	7,836	SF	\$ 0.85	\$ 6,660.60
Enviro turf Sod (prep, sod)	3,845	SF	\$ 0.85	\$ 3,268.25
Planting Bed Prep	8,278	SF	\$ 0.35	\$ 2,897.30
Wood Mulch -Shredded Cedar (3" deep)	5	CY	\$ 45.00	\$ 225.00
2"-4" Cobble River Rock (3" deep)	116	TON	\$ 35.00	\$ 4,060.00
Steel Edger	631	LF	\$ 1.50	\$ 946.50
Irrigation (Spray for turf areas)	11,681	SF	\$ 0.90	\$ 10,512.90
Irrigation (Drip emitters for shrub beds)	8,278	SF	\$ 0.35	\$ 2,897.30
			Sub-Total	\$ 43,238.85

Filing 1-Open Space Landscaping - Tract G

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	11	EA	\$ 660.00	\$ 7,260.00
Evergreen Trees (8' ht)	18	EA	\$ 700.00	\$ 12,600.00
Ornamental Trees (2" cal)	4	EA	\$ 500.00	\$ 2,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	189	EA	\$ 27.00	\$ 5,103.00
Ornamental Grasses	35	EA	\$ 17.00	\$ 595.00
Perennials	38	EA	\$ 12.00	\$ 456.00
Temporarily Irrigated Native Seed (w/ prep)	6,301	SF	\$ 0.35	\$ 2,205.35
Enviro turf Sod (prep, sod)	13,250	SF	\$ 0.85	\$ 11,262.50
Planting Bed Prep	13,471	SF	\$ 0.35	\$ 4,714.85
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	10	TON	\$ 35.00	\$ 350.00
2"-4" Cobble River Rock (3" deep)	116	TON	\$ 35.00	\$ 4,060.00
Steel Edger	1,414	LF	\$ 1.50	\$ 2,121.00
Landscape Boulders (2'-4')	2	EA	\$ 400.00	\$ 800.00
Irrigation (Spray for turf areas)	13,250	SF	\$ 0.90	\$ 11,925.00
Irrigation (Spray for native areas)	6,301	SF	\$ 0.50	\$ 3,150.50
Irrigation (Drip emitters for shrub beds)	13,471	SF	\$ 0.35	\$ 4,714.85
			Sub-Total	\$ 73,408.05

Filing 1-Open Space Landscaping - Tract H

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	28	EA	\$ 660.00	\$ 18,480.00
Evergreen Trees (8' ht)	30	EA	\$ 700.00	\$ 21,000.00
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	285	EA	\$ 27.00	\$ 7,695.00
Evergreen Shrubs (5 gal)	30	EA	\$ 39.00	\$ 1,170.00
Ornamental Grasses	11	EA	\$ 17.00	\$ 187.00
Perennials	8	EA	\$ 12.00	\$ 96.00
Temporarily Irrigated Native Seed (w/ prep)	44,579	SF	\$ 0.35	\$ 15,602.65
Buffalo Grass Sod (prep, sod)	18,526	SF	\$ 0.85	\$ 15,747.10
Enviro turf Sod (prep, sod)	11,139	SF	\$ 0.85	\$ 9,468.15
Planting Bed Prep	20,186	SF	\$ 0.35	\$ 7,065.10
2" Cobble Rock Mulch (3" deep)	60	TON	\$ 35.00	\$ 2,100.00
2"-4" Cobble River Rock (3" deep)	242	TON	\$ 35.00	\$ 8,470.00
Steel Edger	1,274	LF	\$ 1.50	\$ 1,911.00

Landscape Boulders (2'-4')	4	EA	\$ 400.00	\$ 1,600.00
Irrigation (<i>Spray for turf areas</i>)	29,665	SF	\$ 0.90	\$ 26,698.50
Irrigation (<i>Spray for native areas</i>)	44,579	SF	\$ 0.50	\$ 22,289.50
Irrigation (<i>Drip emitters for shrub beds</i>)	20,186	SF	\$ 0.35	\$ 7,065.10
			Sub-Total	\$ 169,645.10

Filing 1-Open Space Landscaping - Tract I

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	87	LF	\$ 500.00	\$ 43,500.00
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	9	EA	\$ 660.00	\$ 5,940.00
Evergreen Trees (8' ht) (<i>Doesn't include trees in dendritic areas</i>)	42	EA	\$ 700.00	\$ 29,400.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	380	EA	\$ 27.00	\$ 10,260.00
Ornamental Grasses	63	EA	\$ 17.00	\$ 1,071.00
Perennials	25	EA	\$ 12.00	\$ 300.00
Temporarily Irrigated Native Seed (w/ prep)	67,501	SF	\$ 0.35	\$ 23,625.35
Buffalo Grass Sod (<i>prep, sod</i>)	21,913	SF	\$ 0.85	\$ 18,626.05
Planting Bed Prep	16,510	SF	\$ 0.35	\$ 5,778.50
Wood Mulch - <i>Shredded Cedar (3" deep)</i>	2	CY	\$ 45.00	\$ 10,575.00
2" Cobble Rock Mulch (<i>3" deep</i>)	76	TON	\$ 35.00	\$ 176,225.00
2"-4" Cobble River Rock (<i>3" deep</i>)	169	TON	\$ 35.00	\$ 5,915.00
Steel Edger	1,883	LF	\$ 1.50	\$ 2,824.50
Landscape Boulders (2'-4')	5	EA	\$ 400.00	\$ 2,000.00
Irrigation (<i>Spray for turf areas</i>)	21,913	SF	\$ 0.90	\$ 19,721.70
Irrigation (<i>Spray for native areas</i>)	67,501	SF	\$ 0.50	\$ 33,750.50
Irrigation (<i>Drip emitters for shrub beds</i>)	16,510	SF	\$ 0.35	\$ 5,778.50
			Sub-Total	\$ 399,291.10

Filing 1-Open Space Landscaping - Tract K

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	26	EA	\$ 660.00	\$ 17,160.00
Evergreen Trees (8' ht)	43	EA	\$ 700.00	\$ 30,100.00
Ornamental Trees (2" cal)	9	EA	\$ 500.00	\$ 4,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	363	EA	\$ 27.00	\$ 9,801.00
Evergreen Shrubs (5 gal)	21	EA	\$ 39.00	\$ 819.00
Ornamental Grasses	74	EA	\$ 17.00	\$ 1,258.00
Perennials	46	EA	\$ 12.00	\$ 552.00
Temporarily Irrigated Native Seed (w/ prep)	50,556	SF	\$ 0.35	\$ 17,694.60
Buffalo Grass Sod (<i>prep, sod</i>)	48,178	SF	\$ 0.85	\$ 40,951.30
Enviro turf Sod (<i>prep, sod</i>)	2,758	SF	\$ 0.85	\$ 2,344.30
Planting Bed Prep	18,752	SF	\$ 0.35	\$ 6,563.20
Wood Mulch - <i>Shredded Cedar (3" deep)</i>	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (<i>3" deep</i>)	188	TON	\$ 35.00	\$ 6,580.00
2"-4" Cobble River Rock (<i>3" deep</i>)	65	TON	\$ 35.00	\$ 2,275.00
Steel Edger	2,464	LF	\$ 1.50	\$ 3,696.00
Landscape Boulders (2'-4')	6	EA	\$ 400.00	\$ 2,400.00
Crusher Fines (4" depth)	1,453	SF	\$ 5.50	\$ 7,991.50
Irrigation (<i>Spray for turf areas</i>)	50,936	SF	\$ 0.90	\$ 45,842.40
Irrigation (<i>Spray for native areas</i>)	50,556	SF	\$ 0.50	\$ 25,278.00
Irrigation (<i>Drip emitters for shrub beds</i>)	18,752	SF	\$ 0.35	\$ 6,563.20
			Sub-Total	\$ 232,459.50

Filing 1-Open Space Landscaping - Tract M

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	80	LF	\$ 500.00	\$ 40,000.00
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	34	EA	\$ 660.00	\$ 22,440.00
Evergreen Trees (8' ht) (<i>Doesn't include trees in dendritic areas</i>)	70	EA	\$ 700.00	\$ 49,000.00
Ornamental Trees (2" cal)	13	EA	\$ 500.00	\$ 6,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	541	EA	\$ 27.00	\$ 14,607.00
Evergreen Shrubs (5 gal)	15	EA	\$ 39.00	\$ 585.00
Ornamental Grasses	163	EA	\$ 17.00	\$ 2,771.00
Perennials	152	EA	\$ 12.00	\$ 1,824.00

Temporarily Irrigated Native Seed (w/ prep)	123,391	SF	\$ 0.35	\$ 43,186.85
Buffalo Grass Sod (<i>prep, sod</i>)	36,928	SF	\$ 0.85	\$ 31,388.80
Enviro turf Sod (<i>prep, sod</i>)	5,587	SF	\$ 0.85	\$ 4,748.95
Planting Bed Prep	14,263	SF	\$ 0.35	\$ 4,992.05
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	78	TON	\$ 35.00	\$ 2,730.00
2"-4" Cobble River Rock (3" deep)	114	TON	\$ 35.00	\$ 3,990.00
Steel Edger	2,969	LF	\$ 1.50	\$ 4,453.50
Landscape Boulders (2'-4')	32	EA	\$ 400.00	\$ 12,800.00
Irrigation (<i>Spray for turf areas</i>)	42,515	SF	\$ 0.90	\$ 38,263.50
Irrigation (<i>Spray for native areas</i>)	123,391	SF	\$ 0.50	\$ 61,695.50
Irrigation (<i>Drip emitters for shrub beds</i>)	14,263	SF	\$ 0.35	\$ 4,992.05
			Sub-Total	\$ 351,058.20

Filing 1-Open Space Landscaping - Tract O

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	228	LF	\$ 500.00	\$ 114,000.00
Deciduous Trees (2.5" cal)	42	EA	\$ 660.00	\$ 27,720.00
* (4) Dec Trees have been accounted for in the Streetscape Cost Estimate				
Evergreen Trees (8' ht)	129	EA	\$ 700.00	\$ 90,300.00
Ornamental Trees (2" cal)	44	EA	\$ 500.00	\$ 22,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	998	EA	\$ 27.00	\$ 26,946.00
Evergreen Shrubs (5 gal)	27	EA	\$ 39.00	\$ 1,053.00
Ornamental Grasses	311	EA	\$ 17.00	\$ 5,287.00
Perennials	306	EA	\$ 12.00	\$ 3,672.00
Temporarily Irrigated Native Seed (w/ prep)	199,898	SF	\$ 0.35	\$ 69,964.30
Buffalo Grass Sod (<i>prep, sod</i>)	29,304	SF	\$ 0.85	\$ 24,908.40
Enviro turf Sod (<i>prep, sod</i>)	38,581	SF	\$ 0.85	\$ 32,793.85
Planting Bed Prep	59,508	SF	\$ 0.35	\$ 20,827.80
2" Cobble Rock Mulch (3" deep)	185	TON	\$ 35.00	\$ 6,475.00
2"-4" Cobble River Rock (3" deep)	706	TON	\$ 35.00	\$ 24,710.00
Steel Edger	6,768	LF	\$ 1.50	\$ 10,152.00
Landscape Boulders (2'-4')	72	EA	\$ 400.00	\$ 28,800.00
Irrigation (<i>Spray for turf areas</i>)	67,885	SF	\$ 0.90	\$ 61,096.50
Irrigation (<i>Spray for native areas</i>)	199,898	SF	\$ 0.50	\$ 99,949.00
Irrigation (<i>Drip emitters for shrub beds</i>)	59,508	SF	\$ 0.35	\$ 20,827.80
			Sub-Total	\$ 691,482.65

Filing 1-Open Space Landscaping - Tract S

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	7	EA	\$ 500.00	\$ 3,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	19	EA	\$ 27.00	\$ 513.00
Buffalo Grass Sod (<i>prep, sod</i>)	7,367	SF	\$ 0.85	\$ 6,261.95
Irrigation (<i>Spray for turf areas</i>)	7,367	SF	\$ 0.90	\$ 6,630.30
			Sub-Total	\$ 16,905.25

Filing 1-Open Space Landscaping - Tract T

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	27	EA	\$ 27.00	\$ 729.00
Buffalo Grass Sod (<i>prep, sod</i>)	6,865	SF	\$ 0.85	\$ 5,835.25
Irrigation (<i>Spray for turf areas</i>)	6,865	SF	\$ 0.90	\$ 6,178.50
			Sub-Total	\$ 15,742.75

Filing 1-Open Space Landscaping - Tract V				
Improvement	Quantity	Unit	Unit Cost	Total
Monument Walls	69	LF	\$ 500.00	\$ 34,500.00
Deciduous Trees (2.5" cal)	7	EA	\$ 660.00	\$ 4,620.00
Evergreen Trees (8' ht)	23	EA	\$ 700.00	\$ 16,100.00
Ornamental Trees (2" cal)	14	EA	\$ 500.00	\$ 7,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	260	EA	\$ 27.00	\$ 7,020.00
Ornamental Grasses	115	EA	\$ 17.00	\$ 1,955.00
Perennials	113	EA	\$ 12.00	\$ 1,356.00
Temporarily Irrigated Native Seed (w/ prep)	10,713	SF	\$ 0.35	\$ 3,749.55
Buffalo Grass Sod (prep, sod)	20,871	SF	\$ 0.85	\$ 17,740.35
Enviro turf Sod (prep, sod)	1,881	SF	\$ 0.85	\$ 1,598.85
Planting Bed Prep	27,041	SF	\$ 0.35	\$ 9,464.35
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	112	TON	\$ 35.00	\$ 3,920.00
2"-4" Cobble River Rock (3" deep)	290	TON	\$ 35.00	\$ 10,150.00
Steel Edger	2,251	LF	\$ 1.50	\$ 3,376.50
Landscape Boulders (2'-4')	32	EA	\$ 400.00	\$ 12,800.00
Irrigation (Spray for turf areas)	22,752	SF	\$ 0.90	\$ 20,476.80
Irrigation (Spray for native areas)	10,713	SF	\$ 0.50	\$ 5,356.50
Irrigation (Drip emitters for shrub beds)	27,041	SF	\$ 0.35	\$ 9,464.35
			Sub-Total	\$ 170,738.25
Filing 1-Open Space Landscaping - Tract W				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal) (Doesn't include trees in dendritic areas)	26	EA	\$ 660.00	\$ 17,160.00
Evergreen Trees (8' ht)	46	EA	\$ 700.00	\$ 32,200.00
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	334	EA	\$ 27.00	\$ 9,018.00
Evergreen Shrubs (5 gal)	48	EA	\$ 39.00	\$ 1,872.00
Perennials	31	EA	\$ 12.00	\$ 372.00
Temporarily Irrigated Native Seed (w/ prep)	77,882	SF	\$ 0.35	\$ 27,258.70
Buffalo Grass Sod (prep, sod)	13,967	SF	\$ 0.85	\$ 11,871.95
Enviro turf Sod (prep, sod)	16,945	SF	\$ 0.85	\$ 14,403.25
Planting Bed Prep	12,947	SF	\$ 0.35	\$ 4,531.45
2" Cobble Rock Mulch (3" deep)	67	TON	\$ 35.00	\$ 2,345.00
2"-4" Cobble River Rock (3" deep)	130	TON	\$ 35.00	\$ 4,550.00
Steel Edger	1,742	LF	\$ 1.50	\$ 2,613.00
Landscape Boulders (2'-4')	1	EA	\$ 400.00	\$ 400.00
Irrigation (Spray for turf areas)	30,912	SF	\$ 0.90	\$ 27,820.80
Irrigation (Spray for native areas)	77,882	SF	\$ 0.50	\$ 38,941.00
Irrigation (Drip emitters for shrub beds)	12,947	SF	\$ 0.35	\$ 4,531.45
Bench	1	EA	\$ 2,500.00	\$ 2,500.00
			Sub-Total	\$ 205,388.60
			Sub-Total	\$ 4,290,033.95
			15% Contingency	\$ 643,505.09
			Total	\$ 4,933,539.04
			110% SIA Total	\$ 5,426,892.95

NOTES:

1. All streetscape and median lighting is included in Engineer's cost estimate.
2. All concrete trails outside of parks are to be budgeted by engineer.
3. All Streetscape estimates are taken from the flowline to the edge of sidewalk, regardless if it is in the R.O.W. or not.
4. Native seed for erosion control areas to be secured in the civil engineers estimate.
5. Native seed in drainage areas to be installed by MHFD.

EXHIBIT G

Tanterra Filing 1-Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 03.25.2022

Filing 1-Chamber Road Median Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	38	EA	\$ 660.00	\$ 25,080.00
Ornamental Trees (2" cal)	48	EA	\$ 500.00	\$ 24,000.00
Evergreen Shrubs (5 gal)	140	EA	\$ 39.00	\$ 5,460.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	1,086	EA	\$ 27.00	\$ 29,322.00
Ornamental Grasses (1 gal)	68	EA	\$ 17.00	\$ 1,156.00
Perennials (1 gal)	444	EA	\$ 12.00	\$ 5,328.00
EnviroTurf Sod (w/prep)	30,501	SF	\$ 0.85	\$ 25,925.85
Planting Bed Prep	48,134	SF	\$ 0.35	\$ 16,846.90
2" Diam. Rock mulch (3" depth) w/ installation	719	TON	\$ 35.00	\$ 25,165.00
Irrigation (Spray for sod areas)	30,501	SF	\$ 0.90	\$ 27,450.90
Irrigation (Drip emitters for shrub beds)	48,134	SF	\$ 0.35	\$ 16,846.90
Steel Edger	628	LF	\$ 1.50	\$ 942.00
Sub-Total				\$ 203,523.55

TOTAL	\$ 203,523.55
15% Contingency	\$ 30,528.53
Total	\$ 234,052.08
110% SIA Total	\$ 257,457.29

NOTES:

1. The control system and POC components for irrigation are included on a separate page by irrigation designer.
2. All streetscape and median lighting is included in Engineer's cost estimate.
3. All concrete trails outside of parks are to be budgeted by engineer.

EXHIBIT H

COMMUNITY PARK IMPROVEMENTS MAINTENANCE REQUIREMENTS

Property owner's park maintenance responsibilities:

General

- Graffiti removal for all surfaces
- Sign repairs
- Railing repairs
- Fencing repairs
- Backstop repairs
- Picnic Shelter (cleaning and repair)
- Trash enclosure/receptacle (cleaning, trash collection, trash removal and repair)
- Benches and picnic tables (cleaning and repair)
- Barbecue grill (cleaning, removal during fire bans and repair)
- Restroom (cleaning, repair and material restocking (toilet paper, soap)
- Dog bag dispenser and waste can (cleaning, repair and bag restocking)
- Drinking fountain (cleaning, repair, startup and winterization)

Trails, walks, and concrete flatwork

- Adjacent trail shoulder maintenance six feet beyond either side of the trail's edge, to include:
 - Shoulder mowing
 - Trimming (via string trimmer)
 - Washout/rutting/erosion mitigation
 - Weed mitigation and revegetation
- Snow removal, ice mitigation and sweeping
- Concrete flatwork crack mitigation and replacement
- Natural and soft-surface trail washout, rutting and erosion mitigation

Playground

- Wood chip renewal and raking smooth
- Concrete perimeter curb crack mitigation and replacement
- Poured-in-place rubber playground surfacing repair or replacement
- Equipment inspections, maintenance and repairs

Parking Lot

- Snow removal, ice mitigation and sweeping
- Restriping
- Asphalt seal-coat, crack fill, repairs
- Concrete curb and gutter crack mitigation and replacement

Landscape

- Turf mowing, fertilizing, watering, seeding and sodding
- Natural grass mowing

- Ballfield infield and warning track weed control and material additions
- Irrigation startup, repair and winterizing
- Irrigation system inspections
- Irrigation programming
- Plant material replacement, pruning and watering
- Mulch replacement
- Natural grass and shrub beds (weed control and mitigation)

Court Sports

- Sweeping
- Concrete flatwork crack mitigation and replacement
- Surfacing repair or replacement
- Net repair and replacement

Off-Leash Dog Area

- Dog waste collection and removal

Lighting/Electrical

- Parking Lot
- Pedestrian
- Shelter

Town of Parker's park maintenance responsibilities:

- Lining and dragging and base installation on ballfields for programmed games
- Lining and goals on multi-purpose fields for programmed games

EXHIBIT I

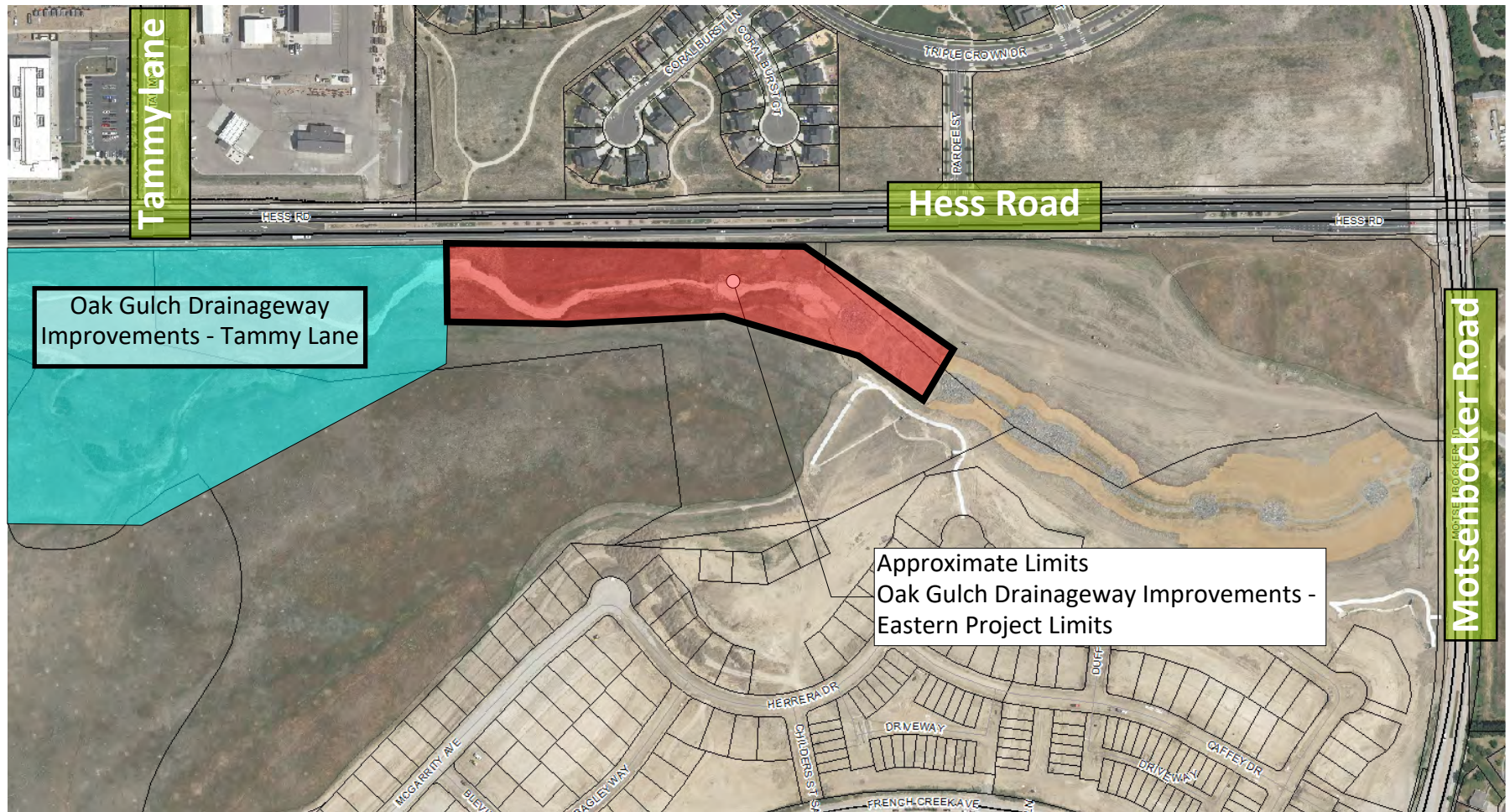


Exhibit I
Oak Gulch Drainageway Improvements
Eastern Project Limits

EXHIBIT J - Shared Stroh Obligation Payment

Total Approved Units in Anthology North 3305
Approved Shared Stroh Obligation Cost Estimate \$ 4,760,000.00

	Units	Shared Stroh Security
Filing No. 2	69	\$ 99,376.70
Filing No. 3	53	\$ 76,332.83
Filing No. 4	104	\$ 149,785.17
Filing No. 5	96	\$ 138,263.24
Filing No. 6	103	\$ 148,344.93
Filing No. 7	69	\$ 99,376.70
Total	494	\$ 711,479.58

EXHIBIT K

Tanterra-Community Park (Tract A & Tract B)-Landscape Cost Estimate

PCS Group

Opinion of Probable Cost

Date: 02.08.2023

Community Park (Tract A)				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material & Ground Cover				
Deciduous Trees (2.5" cal) <i>(Trees in Drainages part of separate estimate)</i>	149	EA	\$ 660.00	\$ 98,340.00
Evergreen Trees (8' ht) <i>(Trees in Drainages part of separate estimate)</i>	208	EA	\$ 700.00	\$ 145,600.00
Ornamental Trees (2" cal) <i>(Trees in Drainages part of separate estimate)</i>	73	EA	\$ 500.00	\$ 36,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	1283	EA	\$ 27.00	\$ 34,641.00
Evergreen Shrubs (5 gal)	364	EA	\$ 39.00	\$ 14,196.00
Ornamental Grasses (1 gal)	652	EA	\$ 17.00	\$ 11,084.00
Perennials (1 gal)	657	EA	\$ 12.00	\$ 7,884.00
Native Seed <i>-(w/prep)</i>	412,245	SF	\$ 0.35	\$ 144,285.75
Sod-Enviro turf or equal (w/prep)	174,598	SF	\$ 0.85	\$ 148,408.35
2"-4" Rock mulch (3" depth)	594	TON	\$ 35.00	\$ 20,790.00
2"-12" Cobble Rock (drainage swale)	1,851	SF	\$ 3.75	\$ 6,941.25
Playground Play surfacing/w/ half spheres (PIP Rubber)	6,275	SF	\$ 19.00	\$ 119,225.00
Crusher Fines Pad	1,396	SF	\$ 6.00	\$ 8,378.04
Steel Edger	5,371	LF	\$ 1.50	\$ 8,056.50
Landscape Boulders <i>(General Size-2'Hx3'Lx4"W)</i>	200	EA	\$ 465.00	\$ 93,000.00
Irrigation				
Irrigation <i>(Spray for turf areas)</i>	174,598	SF	\$ 0.90	\$ 157,138.20
Irrigation <i>(Temp. native seed)</i>	613,588	SF	\$ 0.50	\$ 306,794.00
Irrigation <i>(Drip emitters for shrub areas)</i>	45,148	LS	\$ 3.00	\$ 135,444.00
*Controller & Components	1	LS	\$ 7,000.00	\$ 7,000.00
*POC equipment <i>(backflow, mastervlve, flow sensor, gate valve, etc.)</i>	1	LS	\$ 6,000.00	\$ 6,000.00
Hardscape Material				
10' wide Concrete Community Trail	46,855	SF	\$ 7.25	\$ 339,698.75
8' wide Concrete Local Trail	14,272	SF	\$ 7.25	\$ 103,472.00
5' wide Concrete internal Trails	4,765	SF	\$ 7.25	\$ 34,546.25
6' wide Concrete Playground Loop Trail	3,330	SF	\$ 7.25	\$ 24,142.50
Colored Concrete for playground <i>(Width Varies)</i>	1,910	SF	\$ 10.00	\$ 19,100.00
Single Track Bike/Jogging/Nature Trail	4,985	SF	\$ 2.00	\$ 9,970.00
7' wide concrete Trike Park	2,310	SF	\$ 10.00	\$ 23,100.00
Concrete Steps w/Handrails	1	LS	\$ 12,000.00	\$ 12,000.00
Stone Steps w/Handrails	1	LS	\$ 19,000.00	\$ 19,000.00
Stone Step Terraced Seating at Playground	1	LS	\$ 52,000.00	\$ 52,000.00
Asphalt Parking lot <i>(Internal)</i>	38,000	SF	\$ 7.50	\$ 285,000.00
Concrete Overlook	1	EA	\$ 12,000.00	\$ 12,000.00
Concrete Playground Edger	450	LF	\$ 15.00	\$ 6,750.00
Block Retaining wall <i>(estimated from civil engineer)</i>	1,238	FF	\$ 44.00	\$ 54,472.00
Electrical & Lighitng <i>(estimated from electrical engineer)</i>	1	LS	\$ 75,000.00	\$ 75,000.00
6" CONCRETE CURB & GUTTER WITH 2' PAN	1,503	LF	\$ 17.05	\$ 25,626.15
6" CONCRETE CURB & GUTTER WITH 1 'PAN	182	LF	\$ 16.50	\$ 3,003.00
Playground Drainage	2	LS	\$ 12,000.00	\$ 24,000.00
Site Furnishings				
Pickle Ball Courts-Post Tension <i>(Concrete, equipment, paint, fencing)</i>	2	EA	\$ 80,000.00	\$ 160,000.00
Bench w/back	8	EA	\$ 3,200.00	\$ 25,600.00
Bench , backless	4	EA	\$ 2,600.00	\$ 10,400.00
Stone Bench Areas	80	LF	\$ 241.00	\$ 19,280.00
Pet Waste Station	4	EA	\$ 700.00	\$ 2,800.00
Trash Receptacle	11	EA	\$ 2,120.00	\$ 23,320.00
Bike Rack <i>(2 bikes each)</i>	6	EA	\$ 750.00	\$ 4,500.00
Multi-Level Play Structure (Hawk Play Structure)	1	EA	\$ 500,000.00	\$ 500,000.00
Hawk Egg Climber	1	EA	\$ 21,000.00	\$ 21,000.00

Double Swing Combo	1	EA	\$ 15,000.00	\$ 15,000.00
Log nest scramble	1	EA	\$ 18,000.00	\$ 18,000.00
Carousel Spinner	1	EA	\$ 12,000.00	\$ 12,000.00
Embankment Slide	1	EA	\$ 14,000.00	\$ 14,000.00
Lily Pad Steppers	1	EA	\$ 2,000.00	\$ 2,000.00
Mountaineering Rope	1	EA	\$ 6,500.00	\$ 6,500.00
Tree Hangout-Hammock & Tent Play Structure	1	EA	\$ 38,000.00	\$ 38,000.00
Play Gas Pump for Trike Park	1	EA	\$ 2,800.00	\$ 2,800.00
Hammocks	2	EA	\$ 10,000.00	\$ 20,000.00
Small Pedestrian Bridges & abutments	1	EA	\$ 18,000.00	\$ 18,000.00
Public Restroom w/drinking fountain	1	EA	\$ 225,000.00	\$ 225,000.00
20'x20' Picnic Shelter	2	EA	\$ 200,000.00	\$ 400,000.00
30'x30' Picnic Shelter	1	EA	\$ 300,000.00	\$ 300,000.00
Picnic Tables	9	EA	\$ 5,000.00	\$ 45,000.00
Game Table	1	EA	\$ 5,000.00	\$ 5,000.00
Bike Repair Station	1	EA	\$ 2,700.00	\$ 2,700.00
Town of Parker Park Signage	1	EA	\$ 15,000.00	\$ 15,000.00
Mile markers	3	EA	\$ 800.00	\$ 2,400.00
Trail ID/Park Signage	1	EA	\$ 5,000.00	\$ 5,000.00
Drainage step crossings (Sandstone boulders)	50	EA	\$ 460.00	\$ 23,000.00
BBQ Grills	4	EA	\$ 600.00	\$ 2,400.00

Tract B				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material & Ground Cover				
Deciduous Trees (2.5" cal)	19	EA	\$ 660.00	\$ 12,540.00
Evergreen Trees (8' ht)	48	EA	\$ 700.00	\$ 33,600.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	145	EA	\$ 27.00	\$ 3,915.00
Ornamental Grasses (1 gal)	40	EA	\$ 17.00	\$ 680.00
Native Seed -(w/prep)	84,829	SF	\$ 0.35	\$ 29,690.15
Sod-Enviro turf or equal (w/prep)	694	SF	\$ 0.85	\$ 589.90
2"-4" Rock mulch (3" depth)	67	TON	\$ 35.00	\$ 2,345.00
Steel Edger	762	LF	\$ 1.50	\$ 1,143.00

Irrigation				
*Irrigation (Spray for turf areas)	694	SF	\$ 0.90	\$ 624.60
*Irrigation (Temp. native seed)	84,829	SF	\$ 0.50	\$ 42,414.50
*Irrigation (Drip emitters for shrub areas)	5,104	LS	\$ 0.35	\$ 1,786.40

Hardscape Material				
10' wide Concrete Community Trail	5,190	SF	\$ 7.25	\$ 37,627.50
Concrete Overlook	1	LS	\$ 12,000.00	\$ 12,000.00
Bench , backless	1	EA	\$ 2,600.00	\$ 2,600.00
Pet Waste Station	1	EA	\$ 700.00	\$ 700.00
Town of Parker Park Signage	1	EA	\$ 15,000.00	\$ 15,000.00
Trash Receptacle	1	EA	\$ 5.50	\$ 5.50
Pedestrian Bridge Crossing (Includes abutments, wingwalls, & railings)	1	LS	\$ 130,000.00	\$ 130,000.00

Sub-Total	\$ 4,902,548.29
15% Contingency	\$ 735,382.24
Total	\$ 5,637,930.53
110% SIA Total	\$ 6,201,723.59

Notes:

1. Native seed specific to drainages and detention ponds to be specified in drainage engineers cost estimate.
2. Water and sewer lines to the Restroom are in the Filing 1 Estimate from the civil engineer.

EXHIBIT L

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR TANTERRA FILING NO. 1 SUBDIVISION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR _____ FILING NO. _____ SUBDIVISION AGREEMENT (the "Agreement") is dated as of _____, 20__ (the "Effective Date"), and is made by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company (the "Owner"), and TANTERRA DEVELOPMENT II, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Owner entered into a subdivision agreement with the Town of Parker concerning _____ Filing No. __, located in the Town of Parker, County of Douglas, State of Colorado, and described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Subdivision Agreement").

B. Owner desires to assign the Subdivision Agreement to Assignee and Assignee desires to assume all of the Owner's obligations under the Subdivision Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.

2. Assignee hereby assumes all of the Owner's obligations, rights, title and interest under the Subdivision Agreement.

3. Owner represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Owner and assumption by Assignee.

4. Owner is hereby fully released from, and shall have no further obligations under, the Subdivision Agreement.

5. Nothing herein shall affect any of the parties' rights or obligations under (a) the Annexation Agreement, as defined in the Subdivision Agreement or (b) the Partial Waiver, as defined in the Subdivision Agreement.

6. This Agreement shall not be modified, amended or terminated without the express written consent of Assignee and the Town of Parker. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the Town of Parker that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 27 of the Subdivision Agreement entitled "Assignment or Assignments".

7. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

8. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

9. Owner, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the Town of Parker shall not be liable for any party's attorneys' fees under this Paragraph 7.

10. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

11. Any notice or communication between the Owner or Assignee and the Town that may be required, or which may be given, under the terms of 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 given shall be considered effective seventy-two (72) hours after in the United States mail with the proper address, as set forth below. Any party, by notice so given, may change the address to which future notices shall be sent. The addresses for notices under the terms of this Agreement or the Subdivision Agreement are as follows:

To the Town:	Town of Parker Attn: Director of Engineering/Public Works 20120 East Mainstreet Parker, Colorado 80138
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And (send to both)	Town of Parker Attn: Legal/Town Attorney 20120 East Mainstreet Parker, Colorado 80138
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And to the Owner:	North Parker Investments, LLC Attn: Scott A. Seldin 7339 East Evans Road, Suite 201 Scottsdale, Arizona 85260
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And to the Assignee:	Tanterra Development, LLC Attn: Christopher Elliott 7353 South Alton Way, Suite A-100 Centennial, Colorado 80112
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12. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

13. The Recitals of this Agreement are incorporated herein by this reference.

14. This Agreement merges and supersedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

NORTH PARKER INVESTMENTS, LLC, an
Arizona limited liability company

By: Anthology Management L.L.C., an Arizona
limited liability company, Manager

By: _____
Scott A. Seldin, Sole Member

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Scott A. Seldin, Sole Member of Anthology Management L.L.C., an Arizona limited liability company, Manager of North Parker Investments, LLC, an Arizona limited liability company.

My commission expires: _____.

SEAL

Notary Public

ASSIGNEE:

TANTERRA DEVELOPMENT II, LLC, a
Colorado limited liability company

By: E5X Management Inc., a Colorado
corporation, Manager

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, as _____ of E5X Management
Inc., a Colorado corporation, Manager of Tanterra Development II, LLC, a Colorado limited
liability company.

My commission expires: _____.

SEAL

Notary Public

CONSENT OF TOWN OF PARKER

The Town of Parker hereby consents to the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement, as described herein.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Subdivision Agreement _____ Filing No. _____, dated _____, by and between the Town of Parker, Colorado and _____, recorded in the Douglas County Clerk and Recorder's Office on _____, at Reception No. _____.

RESOLUTION NO. 23-013, Series of 2023

TITLE: A RESOLUTION TO CONSENT TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT FOR TANTERRA FILING NO. 1 SUBDIVISION AGREEMENT BY AND BETWEEN NORTH PARKER INVESTMENTS, LLC, AND TANTERRA DEVELOPMENT, LLC

WHEREAS, North Parker Investments, LLC, desires to enter into the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement (the “Assignment”) that is attached as **Exhibit 1**, and incorporated by this reference, with Tanterra Development, LLC;

WHEREAS, pursuant to Paragraph 27 of the Subdivision Agreement, the Town’s consent is required before North Parker Investments, LLC, and Tanterra Development, LLC, can enter into the Assignment; and

WHEREAS, the Town Council of the Town of Parker desires to consent to the Assignment.

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

Section 1. The Town Council of the Town of Parker hereby consents to the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement that is attached as Exhibit 1.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR TANTERRA FILING NO. 1 SUBDIVISION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR _____ FILING NO. _____ SUBDIVISION AGREEMENT (the "Agreement") is dated as of _____, 20__ (the "Effective Date"), and is made by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company (the "Owner"), and TANTERRA DEVELOPMENT II, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Owner entered into a subdivision agreement with the Town of Parker concerning Tanterra Filing No. 1, located in the Town of Parker, County of Douglas, State of Colorado, and described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Subdivision Agreement").

B. Owner desires to assign the Subdivision Agreement to Assignee and Assignee desires to assume all of the Owner's obligations under the Subdivision Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.

2. Assignee hereby assumes all of the Owner's obligations, rights, title and interest under the Subdivision Agreement.

3. Owner represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Owner and assumption by Assignee.

4. Owner is hereby fully released from, and shall have no further obligations under, the Subdivision Agreement.

5. Nothing herein shall affect any of the parties' rights or obligations under (a) the Annexation Agreement, as defined in the Subdivision Agreement or (b) the Partial Waiver, as defined in the Subdivision Agreement.

6. This Agreement shall not be modified, amended or terminated without the express written consent of Assignee and the Town of Parker. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the Town of Parker that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 27 of the Subdivision Agreement entitled "Assignment or Assignments".

7. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

8. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

9. Owner, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the Town of Parker shall not be liable for any party's attorneys' fees under this Paragraph 7.

10. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

11. Any notice or communication between the Owner or Assignee and the Town that may be required, or which may be given, under the terms of 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 given shall be considered effective seventy-two (72) hours after in the United States mail with the proper address, as set forth below. Any party, by notice so given, may change the address to which future notices shall be sent. The addresses for notices under the terms of this Agreement or the Subdivision Agreement are as follows:

To the Town:	Town of Parker Attn: Director of Engineering/Public Works 20120 East Mainstreet Parker, Colorado 80138
--------------	---

And (send to both)	Town of Parker Attn: Legal/Town Attorney 20120 East Mainstreet Parker, Colorado 80138
--------------------	--

And to the Owner:	North Parker Investments, LLC Attn: Scott A. Seldin 7339 East Evans Road, Suite 201 Scottsdale, Arizona 85260
-------------------	--

And to the Assignee:	Tanterra Development, LLC Attn: Christopher Elliott 7353 South Alton Way, Suite A-100 Centennial, Colorado 80112
----------------------	---

12. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

13. The Recitals of this Agreement are incorporated herein by this reference.

14. This Agreement merges and supersedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

NORTH PARKER INVESTMENTS, LLC, an
Arizona limited liability company

By: Anthology Management L.L.C., an Arizona
limited liability company, Manager

By: 

Scott A. Seldin, Sole Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ATTEST:

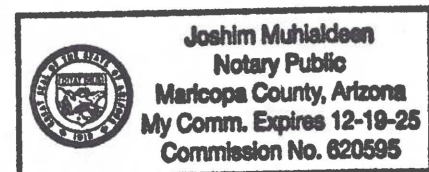
The foregoing instrument was acknowledged before me this 14th day of February, 2023, by Scott A. Seldin, Sole Member of Anthology Management L.L.C., an Arizona limited liability company, manager of North Parker Investments, LLC, an Arizona limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL:



Notary Public

My commission expires: 12-19-25.



ASSIGNEE:

TANTERRA DEVELOPMENT II, LLC, a
Colorado limited liability company

By: E5X Management Inc., a Colorado
corporation, Manager

By: [Signature]
Name: Christopher Elliott
Its: President

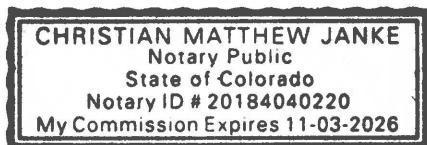
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 15th day of February,
2023, by Christopher Elliott, as President of E5X Management
Inc., a Colorado corporation, Manager of Tanterra Development II, LLC, a Colorado limited
liability company.

My commission expires: 11/03/2026

SEAL

[Signature]
Notary Public



CONSENT OF TOWN OF PARKER

The Town of Parker hereby consents to the Assignment and Assumption Agreement for Tanterra Filing No. 1 Subdivision Agreement, as described herein.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Subdivision Agreement Tanterra Filing No. 1, dated _____, 2023, by and between the Town of Parker, Colorado and North Parker Investments, LLC, an Arizona limited liability company, recorded in the Douglas County Clerk and Recorder's Office on _____, 2023, at Reception No. _____.

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

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED STROH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY) (this “**Seventh Amendment**”) is voluntarily made and entered into this _____ day of _____, 2023, by and among the Town of Parker, a Colorado home rule municipality (the “**Town**”), and North Parker Investments, LLC, an Arizona limited liability company (“**NPI**”); and Anthology Recovery Acquisition LLC, a Delaware limited liability company (“**ARA**” and collectively with NPI, the “**Property Owner**”).

RECITALS

A. The Town, NPI, Parker PA-11, LLC, Kurt F. Wolter, Kimberly Jensen, Greg McIlvain, and Ann Wolter entered into the Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) on May 5, 2014 (the “Amended and Restated Agreement”), which Agreement was recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015001482.

B. The Amended and Restated Agreement was subsequently amended pursuant to a First Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 26, 2014 (the “First Amendment”), and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015004838, and pursuant to a Second Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated September 21, 2015 (the “Second Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015089147, and pursuant to a Third Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated December 10, 2020 (the “Third Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2020121826, and pursuant to a Fourth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated December 7, 2021 (the “Fourth Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2021135176, and pursuant to a Fifth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated March 7, 2022 (the “Fifth Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2022019664, and pursuant to a Sixth Amendment to the Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated January 3, 2023, and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2023000336 (the “Sixth Amendment”). The Amended and Restated Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, is referred to as the “Agreement.”

C. Pursuant to the Sixth Amendment, ARA assigned to NPI its right to amend and/or terminate the Agreement for all amendments subsequent to the Sixth Amendment, except for amendments that affect the PPA11 Property.

D. The Town and the Northern Property Owner desire to enter into this Seventh Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) to provide for the reimbursement of the Town if the Town completes the design and/or construction of certain road improvements.

E. All capitalized terms not otherwise defined herein shall have the meanings defined in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the Northern Property Owner hereby agree to this Seventh Amendment as follows:

Section 1. Paragraph 13, Reimbursement Obligations, of the Amended and Restated Agreement, is amended to delete the stricken language and add the underlined language as follows:

13. Reimbursement Obligations ~~to or From the Southern Property Owner.~~

(a) Reimbursement Obligations to or From the Southern Property Owner. The Southern Property Owner is not a third-party beneficiary hereunder. Notwithstanding any other provision of this Northern Property Agreement to the contrary, any obligation of the Property Owner to reimburse the Southern Property Owner in connection with road design, grading, construction, traffic signals, or other costs set forth in this Agreement shall be contingent on the Southern Property Owner entering into a Southern Property Agreement or other agreement with the Town that provides a reasonably equivalent reciprocal reimbursement obligation in favor of the Property Owner, and if the Southern Property Owner has no such reimbursement obligation in favor of the Property Owner, the Property Owner shall have no obligation to reimburse the Southern Property Owner. To the extent that the Property Owner has an obligation to reimburse the Southern Property Owner in connection with road design, grading, construction, traffic signals, or other costs set forth in this Agreement, it shall be an obligation to pay such amounts to the Town. The Town shall have the right to enforce any such obligation, and will use its best efforts to enforce any such obligation, and shall release any such amounts to the Southern Property Owner when paid or otherwise recovered, pursuant to the terms of a Southern Property Agreement, if any, or other agreement between the Town and the Southern Property Owner. The Property Owner shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs described in this Paragraph. The Property Owner shall make such materials available for inspection by the Town at all reasonable times and shall permit duly authorized agents and employees of the Town to inspect, review and audit the project records related to any request for reimbursement under this Paragraph.

(b) Reimbursement to Town. If the Property Owner or its successors or assigns fails to complete the design and/or construction of the road improvements described in Paragraph 12, according to the terms and conditions of a subdivision agreement

approved by the Town, and the Town completes the design and/or construction, the Town shall be reimbursed for the actual costs incurred (as evidenced by payments to third-party (but not internal) engineers, contractors and similar consultants) to design and/or construct such road improvements (“Road Reimbursement Cost”). The Road Reimbursement Cost shall increase annually, commencing at the time when the road improvements described herein are substantially completed as determined by the Town, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The payment of the Road Reimbursement Cost to the Town shall be a condition precedent to the issuance of building permits and/or additional platting of the Northern Property. Notwithstanding anything to the contrary contained herein, Subparagraph 13.(b) shall not apply to the PPA11 property and Anthology Recovery Acquisition LLC shall not be responsible for the Road Reimbursement Cost.

Section 2. The Agreement as modified herein remains in full force and effect and is ratified by the Town and the Property Owner. In the event of any conflict between the Agreement and this Seventh Amendment, the terms and conditions of this Seventh Amendment shall control.

Section 3. The Seventh Amendment shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall touch, attach to, and run with the land, shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

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

IN WITNESS WHEREOF the parties have signed this Seventh Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Kristin Hoffmann, Town Attorney

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

**NORTH PARKER INVESTMENTS,
LLC, an Arizona limited liability
company**

By: Anthology Management L.L.C. , an
Arizona limited liability company

By: _____

Scott A. Seldin, Sole Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

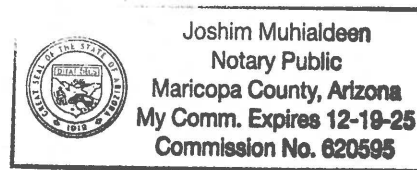
ATTEST:

The foregoing instrument was acknowledged before me this 14th day of February, 2023, by Scott A. Seldin, as Sole Member of Anthology Management L.L.C., , an Arizona limited liability company, manager of North Parker Investments, LLC, an Arizona limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

My commission expires: 12-19-25.





Request for Town Council Action

Date: February 21, 2023

Submitted By: Meagan Nakashima, Deputy Recreation Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.353 - Second Reading**
A Bill for an Ordinance Approving the Grant Agreement for
Therapeutic Recreation Scholarships By and Between the Town of
Parker and the Board of County Commissioners of the County of
Douglas
Department: Parks, Recreation, & Open Space, Meagan Nakashima

EXECUTIVE SUMMARY

The Parks and Recreation Department is seeking approval of the Grant Agreement for Therapeutic Recreation Programs (Scholarships) between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy grant program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2022, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2022, over 30 organizations throughout the County were awarded grants. The Town of Parker received two separate grant awards, one for Therapeutic Recreation Programs (Scholarships) in the amount of \$12,620.20 that allows for families, individuals and groups with developmental disabilities to participate in recreation activities for a reduced or waived fee and the other, Adaptive Water Safety/Swim Lessons in the amount of \$6,762.00 that enhance personal life-saving water skills. The total grant funds received is \$19,382.20. These funds will be utilized in 2023.

The Parks and Recreation Department is seeking approval of the grant agreement for the Therapeutic Recreation Scholarships between the Town of Parker and the Board of County Commissioners of Douglas County.

FINANCIAL IMPACT

There are positive financial impacts as this grant funding supplements the reduction in revenue resulting from partially reduced or waived fees for improved accessibility to services. It also supplements the cost of program supplies and part time salaries for overall program delivery and services for individuals with disabilities.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.353

RECOMMENDED MOTION

I move to approve Ordinance No. 9.353 on second reading.

ORDINANCE NO. 9.353, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE GRANT AGREEMENT FOR THERAPEUTIC RECREATION SCHOLARSHIPS BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

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 Grant Agreement for Therapeutic Recreation Scholarships by and between the Town of Parker and the Board of County Commissioners of the County of Douglas, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

GRANT AGREEMENT

Project Title: Town of Parker – Therapeutic Recreation Scholarships

Grant Period: January 1, 2023 – December 31, 2023

Grant Award: \$12,628.20

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas,
State of Colorado (the “Board”)
Address: 100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7401
Facsimile: (303) 688-1293

GRANTEE: Town of Parker
Address: 20120 E. Main Street
Parker, CO 80134
Contact Name: Meagan Arvidson Nakashima
Telephone: 303 805-3208
Email: mnakashima@parkeronline.org

RECITALS

A. In 2001, the voters of Douglas County approved the imposition of a mill levy of 1 mill to benefit people with developmental disabilities; 5.5% of such mill levy revenues collected is designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents with developmental disabilities.

B. Grantee submitted a grant application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (the “Project Purpose”).

C. Grantee shall adhere to the reporting requirements outlined in **Exhibit C** (“Annual Reporting Requirement”).

D. The Board approved Grantee’s Grant on **December 15, 2022**, subject to the execution of this grant agreement (the “Agreement”).

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$12,628.20** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Steven Dodrill, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Grantee under this Agreement.
5. **Payment of Grant.** Subject to the Board's determination in its sole discretion that Grantee is in compliance with this Agreement, the Board shall disburse the funds for the Grant subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Twelve Thousand Six-hundred Twenty-eight Dollars and Twenty cents (\$12,628.20). In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Grantee agrees to submit the report as described in **Exhibit C**.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

Project must serve Douglas County residents with disabilities who meet the Colorado definition of developmental disabilities in §27-10.5-102, C.R.S., as amended.

8. Personal Data. Parties must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party’s business and operations;

Providing immediate written notification to the Douglas County Project Manager in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Douglas County Grants Coordinator (sdodrigill@douglas.co.us or 303-660-7460) as requested;

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

9. Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the parties.

10. Indemnification. The parties cannot and by this Agreement do not agree to indemnify, hold harmless, exonerate or assume the defense of the other party or any other person or entity whatsoever, for any purpose whatsoever.

11. **Independent Contractor.** The Grantee is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

13. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after Project completion.

14. **Inspection.** Throughout the term of this Agreement, the Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.

15. **Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

16. **Effect of Project Closeout or Termination.** Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

17. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Grantee to:

Douglas County Community Development
Department
Steven Dodrill
100 Third Street

Castle Rock, CO 80104
(303) 660-7460
E-mail: sdodrill@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail attorney@douglas.co.us

and by the County to:

Town of Parker
20120 E. Main Street
Parker, CO 80134
303 805-3208
Attn: Meagan Arvidson Nakashima
Email: mnakashima@parkeronline.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. Assignment. Grantee may not assign its rights under this Agreement.

19. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

20. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

21. Fax, Email and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax or email as if they were original signatures.

22. Third Party Beneficiary. The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third-party beneficiaries are intended.

23. Waiver. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar,

or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

24. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

25. Advertising, Marketing and Promotional Materials. The Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of the Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

APPROVED AS TO CONTENT:

Terence T. Quinn
Director of Community Development

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

Christopher K. Pratt
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: TOWN OF PARKER, COLORADO

Name: (Signature) _____

Name: (Print) Jeff Toborg

Title: Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

Witness my hand and official seal

Notary Public

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A
DOUGLAS COUNTY MILL LEVY GRANT
PROJECT PURPOSE

A grant of **\$12,628.20** is awarded to **Town of Parker** for its comprehensive therapeutic recreation program. Funds will provide individual, family and group scholarships for personal fitness training opportunities, recreation facility access, therapeutic recreation programs, and opportunities for inclusive experiences.

EXHIBIT B

DOUGLAS COUNTY MILL LEVY PAYMENT TERMS

Douglas County will provide Town of Parker **\$12,628.20** in grant dollars to be used as described in Exhibit A. Grant will be paid in one installment upon receipt of the fully executed Grant Agreement.

EXHIBIT C
DOUGLAS COUNTY MILL LEVY GRANT
SAMPLE ANNUAL REPORT

The purpose of this annual report is to describe the results of the Developmental Disabilities Mill Levy grant award and how you assisted people with intellectual and developmental disabilities (I/DD). Focus your answers on Douglas County residents, how the grant was beneficial to the people you served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. The reporting period is shown below and the due date for the report is January 15, 2024.

Reporting Period: **From** January 1, 2023 **To** December 31, 2023

Organization: Town of Parker

Project Name: Therapeutic Recreation Scholarships

Grant Amount: \$ 12,628.20

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the grant funds were used, the progress made toward the goals described in your application and the impact on your clients (e.g. results or outcomes).
2. Describe at least one successful client outcome.
3. Define your unit of service (e.g. a therapeutic service, scholarship, etc.).
4. How many units of service were provided through this grant? _____
5. Describe how you determined a client qualified for a scholarship, the typical cost for the programs clients attended and how much the programs were discounted.
6. How many total individuals were served by your organization?
 From Douglas County _____
 Organizational total _____
7. How many individuals with I/DD were served by this activity?

From Douglas County _____
Organizational total _____

8. How many Douglas County individuals with I/DD were:

Ongoing clients _____
New clients _____
Total _____

9. Did you form any new partnerships to implement this activity? If yes, please describe the partnership(s) and the impact on your efforts.

10. Leveraging funds against the DDML award is highly valued. Were you able to leverage additional funds for this activity through a new grant or contribution?

11. Provide an overview of your program budget below and include the actual and in-kind leveraging your organization garnered for the activity. Examples of leveraging in-kind contributions can include calculating volunteer hours spent implementing the activity at \$28 per hour or donated food for clients.

Program Budget for Therapeutic Recreation	\$ _____
DDML award	\$ _____
Leveraging-organizational match or budgeted amount	\$ _____
Leveraging-in-kind contributions of goods or time	\$ _____
Grants or other contributions	\$ _____
Total program expenditures	\$ _____
Remaining DDML balance	\$ _____

12. If there were any major variances in the anticipated income or expenditures as compared to the approved budget submitted in your application, please describe what changed.

Signature of Executive Director or Authorized Board Officer

Date



Request for Town Council Action

Date: February 21, 2023

Submitted By: Meagan Nakashima, Deputy Recreation Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.354 - Second Reading**
A Bill for an Ordinance Approving the Grant Agreement for Adaptive Water Safety & Swim Lessons By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation & Open Space, Meagan Nakashima

EXECUTIVE SUMMARY

The Parks and Recreation Department is seeking approval of the Grant Agreement for Adaptive Water Safety & Swim Lessons between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy grant program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2022, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2022, over 30 organizations throughout the County were awarded grants for 2023 programming. The Town of Parker received two separate grant awards, one for Adaptive Water Safety/Swim Lessons in the amount of \$6,762.00 that enhance personal life-saving water skills, and the other for Therapeutic Recreation Programs in the amount of \$12,620.20 that allows families, individuals and groups with developmental disabilities to participate in recreation activities for a reduced or waived fee. The total grant funds received is \$19,382.20. These funds will be utilized in 2023.

The Parks and Recreation Department is seeking approval of the grant agreement for the Adaptive Water Safety & Swim Lessons between the Town of Parker and the Board of County Commissioners of Douglas County.

FINANCIAL IMPACT

There are positive financial impacts as this funding supplements the reduction in revenue resulting from partially reduced or waved fees for improved accessibility to services. It also supplements the cost of program supplies and part time salaries for overall program delivery and services for individuals with disabilities.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.354

RECOMMENDED MOTION

I move to approve Ordinance No. 9.354 on second reading.

ORDINANCE NO. 9.354, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE GRANT AGREEMENT FOR ADAPTIVE WATER SAFETY & SWIM LESSONS BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

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 Grant Agreement for Adaptive Water Safety & Swim Lessons by and between the Town of Parker and the Board of County Commissioners of the County of Douglas, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

GRANT AGREEMENT

Project Title: Town of Parker – Adaptive Water Safety & Swim Lessons

Grant Period: January 1, 2023 – December 31, 2023

Grant Award: \$6,762.00

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas,
State of Colorado (the “Board”)
Address: 100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7401
Facsimile: (303) 688-1293

GRANTEE: Town of Parker
Address: 20120 E. Main Street
Parker, CO 80134
Contact Name: Meagan Arvidson Nakashima
Telephone: 303 805-3208
Email: mnakashima@parkeronline.org

RECITALS

A. In 2001, the voters of Douglas County approved the imposition of a mill levy of 1 mill to benefit people with developmental disabilities; 5.5% of such mill levy revenues collected is designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents with developmental disabilities.

B. Grantee submitted a grant application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (the “Project Purpose”).

C. Grantee shall adhere to the reporting requirements outlined in **Exhibit C** (“Annual Reporting Requirement”).

D. The Board approved Grantee’s Grant on **December 15, 2022**, subject to the execution of this grant agreement (the “Agreement”).

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$6,762** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Steven Dodrill, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Grantee under this Agreement.
5. **Payment of Grant.** Subject to the Board's determination in its sole discretion that Grantee is in compliance with this Agreement, the Board shall disburse the funds for the Grant subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **Six Thousand Seven-hundred Sixty-two Dollars (\$6,762)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Grantee agrees to submit the report as described in **Exhibit C**.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

Project must serve Douglas County residents with disabilities who meet the Colorado definition of developmental disabilities in §27-10.5-102, C.R.S., as amended.

8. Personal Data. Parties must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party’s business and operations;

Providing immediate written notification to the Douglas County Project Manager in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Douglas County Grants Coordinator (sdodrill@douglas.co.us or 303-660-7460) as requested;

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

9. Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the parties.

10. Indemnification. The parties cannot and by this Agreement do not agree to indemnify, hold harmless, exonerate or assume the defense of the other party or any other person or entity whatsoever, for any purpose whatsoever.

11. **Independent Contractor.** The Grantee is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

13. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after Project completion.

14. **Inspection.** Throughout the term of this Agreement, the Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.

15. **Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

16. **Effect of Project Closeout or Termination.** Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

17. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Grantee to:

Douglas County Community Development
Department
Steven Dodrill
100 Third Street

Castle Rock, CO 80104
(303) 660-7460
E-mail: sdodrill@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail attorney@douglas.co.us

and by the County to:

Town of Parker
20120 E. Main Street
Parker, CO 80134
303 805-3208
Attn: Meagan Arvidson Nakashima
Email: mnakashima@parkeronline.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. Assignment. Grantee may not assign its rights under this Agreement.

19. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

20. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

21. Fax, Email and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax or email as if they were original signatures.

22. Third Party Beneficiary. The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third-party beneficiaries are intended.

23. Waiver. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar,

or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

24. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

25. Advertising, Marketing and Promotional Materials. The Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of the Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

APPROVED AS TO CONTENT:

Terence T. Quinn
Director of Community Development

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

Christopher K. Pratt
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: TOWN OF PARKER, COLORADO

Name: (Signature) _____

Name: (Print) Jeff Toborg

Title: Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

Witness my hand and official seal

Notary Public

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

DOUGLAS COUNTY MILL LEVY GRANT

PROJECT PURPOSE

A grant of **\$6,762** is awarded to **Town of Parker** for its Adaptive Water Safety/Swim program. Funding will be used to provide instruction to teach lifesaving skills in and around water using an individualized treatment plan to address fitness, cognitive and social goals.

EXHIBIT B

DOUGLAS COUNTY MILL LEVY PAYMENT TERMS

Douglas County will provide Town of Parker **\$6,762** in grant dollars to be used as described in Exhibit A. Grant will be paid in one installment upon receipt of the fully executed Grant Agreement.

EXHIBIT C
DOUGLAS COUNTY MILL LEVY GRANT
SAMPLE ANNUAL REPORT

The purpose of this annual report is to describe the results of the Developmental Disabilities Mill Levy grant award and how you assisted people with intellectual and developmental disabilities (I/DD). Focus your answers on Douglas County residents, how the grant was beneficial to the people you served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. The reporting period is shown below and the due date for the report is January 15, 2024.

Reporting Period: **From** January 1, 2023 **To** December 31, 2023

Organization: Town of Parker

Project Name: Adaptive Water Safety/Swim Program

Grant Amount: \$ 6,762

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the grant funds were used, the progress made toward the goals described in your application and the impact on your clients (e.g. results or outcomes).
2. Describe at least one successful client outcome.
3. Define your unit of service (e.g. a therapeutic service, scholarship, etc.).
4. How many units of service were provided through this grant? _____
5. Describe how you determined a client qualified for a scholarship, the typical cost for the programs clients attended and how much the programs were discounted.
6. How many total individuals were served by your organization?
 From Douglas County _____
 Organizational total _____
7. How many individuals with I/DD were served by this activity?

From Douglas County _____
Organizational total _____

8. How many Douglas County individuals with I/DD were:

Ongoing clients _____
New clients _____
Total _____

9. Did you form any new partnerships to implement this activity? If yes, please describe the partnership(s) and the impact on your efforts.

10. Leveraging funds against the DDML award is highly valued. Were you able to leverage additional funds for this activity through a new grant or contribution?

11. Provide an overview of your program budget below and include the actual and in-kind leveraging your organization garnered for the activity. Examples of leveraging in-kind contributions can include calculating volunteer hours spent implementing the activity at \$28 per hour or donated food for clients.

Program Budget for Therapeutic Recreation	\$ _____
DDML award	\$ _____
Leveraging-organizational match or budgeted amount	\$ _____
Leveraging-in-kind contributions of goods or time	\$ _____
Grants or other contributions	\$ _____
Total program expenditures	\$ _____
Remaining DDML balance	\$ _____

12. If there were any major variances in the anticipated income or expenditures as compared to the approved budget submitted in your application, please describe what changed.

Signature of Executive Director or Authorized Board Officer

Date



Request for Town Council Action

Date: February 21, 2023

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.348.1 - Second Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of a Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue, Tanterra, Town of Parker, By and Between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35A Project No. 107465)
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes an amendment to an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD) regarding improvements to Stroh Gulch and Oak Gulch at the proposed Tanterra development. This amendment codifies the construction costs for the developer-funded improvements that will be constructed by MHFD at no cost to the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Stroh Gulch is a major drainageway located within the southwest portion of the Town. A reach of the drainageway is located within the proposed Tanterra development, which is located south of Hess Road and west of the existing Anthology subdivision. In accordance with Town Code, the developer of the Tanterra subdivision is required to design and construct any master-planned improvements to the major drainageway. Additionally, the Tanterra development proposes to build two roadway bridges over another major drainageway in the area, Oak Gulch. These bridges will require the developer to construct localized realignments and improvements to Oak Gulch in those areas.

The Mile High Flood District has agreed to construct these improvements to Stroh Gulch and Oak Gulch as a Development Improvement Project (DIP), formerly known as a Fee-in-Lieu project. In a DIP arrangement, the developer funds 100% of the cost to design and construct the improvements, while the MHFD manages the design and construction contracts with assistance and input from Town staff. This arrangement is attractive to the Town and MHFD due to their increased control over the project, and is attractive to the developer because they can remove

this work from the scope of improvements they will oversee.

The developer funding for the improvements will be codified and collected by the Town through the Subdivision Agreement for the Tanterra development. Thus, an IGA between the Town and MHFD is necessary to transfer the developer funding to the District and memorialize the improvements that will be designed and constructed by the MHFD. The IGA obligates the MHFD to construct the improvements with Developer funding provided by the Town. This amendment to the IGA finalizes the construction costs for Stroh Gulch, and adds the construction costs for Oak Gulch.

FINANCIAL IMPACT

These improvements will be funded 100% by the Tanterra developer, and will be constructed at no cost to the Town. The total cost to design and construct the improvements is \$7,126,348.28.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.348.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.348.1 on second reading.

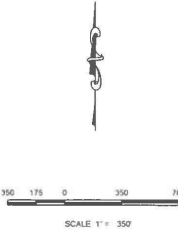
Hess Road

Approximate limits of Fee-in-Lieu drainageway improvements

Motsenbocker
Road

Proposed Tanterra Development Segments 1A, 1B, 1C

Vicinity Map
Stroh Gulch Fee-in-Lieu
Drainageway Improvements



METRO DISTRICT A / FILING 1

METRO DISTRICT B / FILING 8

METRO DISTRICT C / FILING 14



ORDINANCE NO. 9.348.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DEVELOPMENT IMPROVEMENT PROJECT FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR STROH GULCH UPSTREAM OF FRENCH AVENUE, TANTERRA, TOWN OF PARKER, BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT dba MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER (AGREEMENT NO. 22-03.35A PROJECT NO. 107465)

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 Agreement Regarding Design and Construction of Development Improvement Project for Drainage and Flood Control Improvements for Stroh Gulch Upstream of French Avenue, Tanterra, Town of Parker, by and between Urban Drainage and Flood Control District dba Mile High Flood District and the Town of Parker (Agreement No. 22-03.35A Project No. 107465), 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DEVELOPMENT IMPROVEMENT PROJECT FOR DRAINAGE AND FLOOD CONTROL
IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH AVENUE
TANTERRA
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

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

WITNESSETH:

WHEREAS, PARTIES participated in a joint planning study titled "Oak Gulch and Stroh Ranch Area Outfall Systems Planning Preliminary Design Report" by Knight Piesold, dated February 2003 (hereinafter called "PLAN"); and

WHEREAS, NORTH PARKER INVESTMENTS, LLC (hereinafter called "NPI") is the owner of certain real property consisting of 460 acres, located inside TOWN, as shown on Exhibit A-1 (hereinafter called "PROPERTY"), and TANTERRA DEVELOPMENT II, LLC (hereinafter called "DEVELOPER") is a party to a Subdivision Improvement Agreement for development of a portion of the PROPERTY.

WHEREAS, DEVELOPER has applied to TOWN for approval of Annexation, Zoning, and Subdivision Platting in order for PROPERTY to be Annexed into TOWN, Zoned and Platted in order for DEVELOPER to develop an Mix-Use community (hereinafter called "DEVELOPMENT"); and

WHEREAS, as a condition of DEVELOPMENT, TOWN will require DEVELOPER to implement drainage improvements identified in PLAN, and flood mitigation improvements in the watershed and stream to offset DEVELOPMENT. Mitigation improvements include but are not limited to preservation of stream corridor and network, runoff reducing practices, establishing bankfull channel, bank protection, floodplain reconnection, grade control structures, maintenance access trail, erosion and sediment control measures, revegetation and landscaping; and other drainage, and flood mitigation.

WHEREAS, PARTIES and DEVELOPER now desire to proceed with the design and construction of drainage and flood control improvements for DEVELOPMENT (hereinafter called "PROJECT"); and

WHEREAS, TOWN and DEVELOPER, by Resolution No. 19-023 dated April 15, 2019, agreed to a development improvement project improvements options whereas DISTRICT shall manage design and construction of PROJECT and DEVELOPER shall pay \$7,126,348.28 for the services, including an administrative fee.

WHEREAS, the TOWN Council by appropriation or resolution, have authorized payment of \$7,126,348.28 of the PROJECT costs by DEVELOPER.

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

1. Paragraph 2. SCOPE OF PROJECT is amended to include the following:

2. SCOPE OF PROJECT

- A. Project Limits. PROJECT is defined more specifically as that area of Stroh Gulch at French Creek, and areas of Oak Gulch, as shown on Exhibit A-1.
- B. Final Design. PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule as shown on Exhibit B-1.
- C. Construction. PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as shown on Exhibits C-1, D-1 and E-1. Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

DISTRICT shall monitor the stream and determine how it is performing relative to hydrologic, hydraulic, and geomorphic parameters during the establishment period. If the stream is departing from stable ranges of hydrologic, hydraulic, and geomorphic parameters that result in PROJECT not achieving goals. DISTRICT shall implement stream management improvements, provided project funding is available. PROJECT shall be considered complete when there are no longer project funds available.

2. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final Design and Permitting
 2. Construction of Improvements
 3. Construction Engineering Services
 4. Vegetation Establishment
 5. Contingencies mutually agreeable to PARTIES
- B. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Develop Improvement Projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.
2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500,000	8%
\$500,000 - \$1,000,000	6%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%
\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

- C. It is understood that PROJECT costs as defined above are not to exceed \$7,126,348.28 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design and Permitting		
Segment 1A	\$143,896.00	\$114,662.00
Oak Gulch	\$0	\$0
2. Construction Improvements		
Segment 1A*	\$2,228,754.58	\$2,689,320.25
Oak Gulch	\$3,737,663.38	\$0
3. Construction Engineering		
Segment 1A	\$156,882.00	\$199,758.00
Oak Gulch	\$140,902.00	\$0
4. Vegetation Establishment		
Segment 1A	\$ 136,533.95	\$136,533.95
Oak Gulch	\$ 135,718.00	\$0
5. Contingencies		
Segment 1 A	\$147,887.37	\$268,932.03
<i>(Includes water control)</i>		
Oak Gulch	\$197,470.96	\$0
<i>(Includes water control)</i>		
6. Construction		
Administrative Fee		
Segment 1A	\$44,575.09	\$68,184.12

Oak Gulch	\$56,064.95	\$0
Grand Total	\$7,126,348.28	\$3,477,390.35

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

3. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval. Within 10 days of request for payment by DISTRICT, TOWN shall remit to DISTRICT 50% of these costs attributed to PROJECT, \$3,563,174.14. Ninety days after this date, TOWN shall remit to DISTRICT the remaining PROJECT costs, \$3,563,174.14. The project payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 12). The TOWN and DISTRICT agree that upon completion of PROJECT if there are monies Final Design and Permitting, Construction Engineering, Construction Improvements and Contingency including interest earned remaining which are not committed, obligated, or disbursed, DEVELOPER shall receive the remaining amount of the monies it paid to the TOWN..

4. Paragraph 6B. CONSTRUCTION is deleted and replaced as follows:

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

2. Construction Management and Payment

a. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.

b. DISTRICT, with the concurrence of TOWN, shall select and award construction contract(s).

c. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN upon request.

d. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.

e. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

f. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.

g. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payments to contractor based on billings.

h. DISTRICT, with concurrence of TOWN and DEVELOPER, shall prepare and issue all written change or work orders to the contract documents.

i. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.

j. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.

3. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope of detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers and concurrence by DEVELOPER. No change orders shall be approved that increase the costs beyond the funds available in PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

5. All other terms and conditions of this AGREEMENT shall remain in full force and effect. WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

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

Checked By

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

TOWN

By_____

Name_____

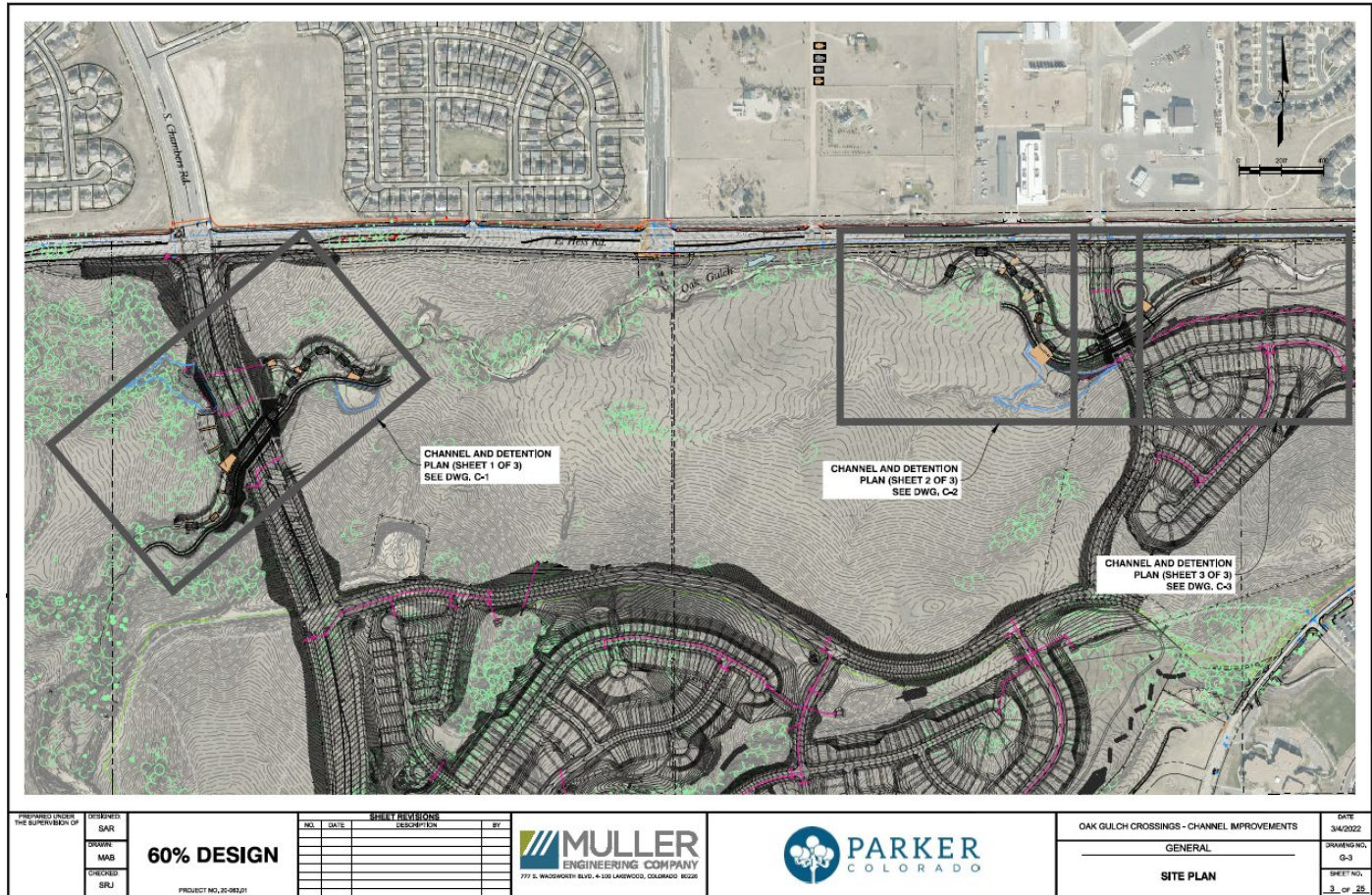
Title_____

Date_____

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND PERMITTING
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH CREEK AVENUE
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

EXHIBIT A-1: PROPERTY OAK GULCH



AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND PERMITTING
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH CREEK AVENUE
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

EXHIBIT B-1:
MULLER STROH GULCH SEGMENT 1A FINAL DESIGN ORIGINAL FEE
MULLER STROH GULCH SEGMENT 1A FINAL DESIGN ADDITIONAL FEE

Exhibit B-1
MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

ESX, MHFD

PROJECT:

Tanterra Segment 1A: Value Engineering and Final Design

PROPOSAL NO.: 920.19

PROJECT NO.: 19040.03

PREPARED BY: SRJ

DATE: 3/10/2022

CHECKED BY: DDJ/JTW

PROPOSED TOTAL FEE: \$ 64,770

TASK NO.	ITEM DESCRIPTION	Staff Member Initials >>>	LABOR (HOURS)					EXPENSES			TOTALS			
			DDJ	SRJ	KMS	CRV	MAB	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
			Senior Project Manager 9	Project Manager 6 (H)	Project Engineer 4	Design Engineer 2	Designer 1							
		2021 Billing Rate>>>	\$206	\$172	\$137	\$102	\$102	ERC						
100	Value engineering completed through February 2022 to reduce construction costs													
a	Hydraulic analysis and design to reduce cost of stream stabilization and confirm stability of preserved reaches within West Stroh Tributaries 1 and 2, and Oak Tributary 1		12	16	32	40	16				116	\$ 15,320		\$ 15,320
b	Hydraulic analysis and design to reduce cost of stream stabilization and confirm stability of preserved reaches within West Stroh		6	8	16	20	12				62	\$ 8,068		\$ 8,068
c	Additional hydrologic and hydraulic analysis to support eliminating two detention ponds		4	4	20	16	4				48	\$ 6,292		\$ 6,292
d	Analysis and design to reduce size and cost of five detention basin outlet structures		4	4	24	20	12				64	\$ 8,064		\$ 8,064
e	Design of bioretention cell to reduce forebay and outlet cost compared to EDB		4	2	8	12	8				34	\$ 4,304		\$ 4,304
f	Analysis and design of grassed spillways for four detention ponds to eliminate riprap		2	4	22	12	4				44	\$ 5,746		\$ 5,746
		SUBTOTAL									368	\$ 47,794		\$ 47,794
200	Final Design													
a	Wall and sidewalk design (structural) for mainstem corridor north of Bramwell (two walls: MSE or stacked boulder wall, sidewalk: profile and alignment)		12	32	24	32	24				124	\$ 16,976		\$ 16,976
		SUBTOTAL									124	\$ 16,976		\$ 16,976
		TOTAL HOURS	44	70	146	152	80				492			
		TOTAL LABOR	\$ 9,064	\$ 12,040	\$ 20,002	\$ 15,504	\$ 8,160					\$ 64,770		
		TOTAL EXPENSES						\$ -	\$ -	\$ -			\$ -	
		TOTAL FEE												\$ 64,770

Exhibit B-1
MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:
 ESX, MHFD
PROJECT:
 Tanterra Segment 1A: Additional Scope

PROPOSAL NO.: 920.19 PROJECT NO.: 19040.03
 PREPARED BY: SRJ DATE: 3/8/2022
 CHECKED BY: DDJ/JTW **PROPOSED TOTAL FEE: \$ 49,892**

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)					EXPENSES			TOTALS			
		Senior Project Manager 9	Project Manager 6 (H)	Project Engineer 4	Design Engineer 2	Designer 1	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
	2021 Billing Rate>>>	\$206	\$172	\$137	\$102	\$102							
100	Additional scope completed through February 2022												
a	Additional contractor coordination (limits of work, phasing, earthwork, exhibits - review and discussion)	6	16	14	12	6				54	\$ 7,742		\$ 7,742
b	Additional project coordination meetings for extended duration past July 2021	2	32	24	8					66	\$ 10,020		\$ 10,020
c	Additional construction cost quantities and cost opinion (accounts for draft 90% and unit cost analysis)	4	8	16	20	6				54	\$ 7,044		\$ 7,044
d	Hydrologic adjustments and updates to base files due to changes from Town or development team Boulder cascade (500 ft) stabilization hydraulics and design in constrained mainstem corridor (Layout, Geotechnical coordination, back of lot coordination with Westwood, Town coordination)		6	24	16	8				54	\$ 6,768		\$ 6,768
e	Oak Tributary headcut stabilization (downstream of Great Plain Way)	8	12	24	16	24				84	\$ 11,080		\$ 11,080
f	Design and detailing of four additional boulder trail crossings	2	2	6	10	4				24	\$ 3,006		\$ 3,006
g			4	8	16	8				36	\$ 4,232		\$ 4,232
	SUBTOTAL									372	\$ 49,892		\$ 49,892
	TOTAL HOURS	22	80	116	98	56				372			
	TOTAL LABOR	\$ 4,532	\$ 13,760	\$ 15,892	\$ 9,996	\$ 5,712					\$ 49,892		
	TOTAL EXPENSES						\$ -	\$ -	\$ -			\$ -	
	TOTAL FEE												\$ 49,892

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD

PROJECT:

Tanterra Segment 1A: Amendment for Additional Scope from March 2022 to January 2023

PROPOSAL NO.: 920.19

PROJECT NO.: 19040.03

PREPARED BY: SRJ

DATE: 12/6/2022

CHECKED BY: DDJ/JTW

PROPOSED FEE: \$ 87,702

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)					EXPENSES			TOTALS			
		Senior Project Manager 9	Project Manager 6 (H)	Project Engineer 4	Design Engineer 2	Technician/CADD Operator 3	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
	2022 Billing Rate>>>	\$230	\$187	\$145	\$119	\$107							
100	FINAL DESIGN												
	Additional work to reduce capital and maintenance costs:												
a	Additional hydrologic detention modeling to demonstrate reduced flows and structure in streams (including CUHP and SWMM/Detention Spreadsheets)	2	6	10	12					30	\$ 4,460		\$ 4,460
b	Additional geomorphic assessment and site visit (assessing channel stability and confirming preservation limits and soft design approach in the field)	6	6	8	8					28	\$ 4,614		\$ 4,614
c	Additional ecological coordination for the review of seed mixes and limits to support vegetative design approach and reduce rock structures	1	4	4						9	\$ 1,558		\$ 1,558
d	Additional detailed hydraulic modeling to support soft stabilization approach	2	8	4	6					20	\$ 3,250		\$ 3,250
	SUBTOTAL									87	\$ 13,882		\$ 13,882
200	PLAN PREPARATION												
a	Additional detailing of stream preservation and soft stabilization improvements	4	6	16	12	15			\$ 14	53	\$ 7,395	\$ 14	\$ 7,409
	SUBTOTAL									53	\$ 7,395	\$ 14	\$ 7,409
300	REPORTING												
a	Preparing full stand alone report for 1A rather than sections written and inserted for Westwood report		6	8	6	2				22	\$ 3,210		\$ 3,210
	SUBTOTAL									22	\$ 3,210		\$ 3,210
400	DESIGN TEAM INTEGRATION AND ITERATIONS												
a	Design integration/iterations (sketches, layout, figures, screen shares) for outfalls into detention basins (7) and outlet structure location coordination and pipe outfalls (5)	2	9	11	15					37	\$ 5,523		\$ 5,523
b	Design integration/iterations (sketches, layout, screen shares) for detention spillways at roadway crossings including sidewalk grading	3	7	9	12					31	\$ 4,732		\$ 4,732
c	Review of base file updates from design team and follow up. There were 19 updates since March 2022 for Segment 1A and 1B (hours shown are for 1A)	1	6	15	19					41	\$ 5,788		\$ 5,788
	SUBTOTAL									109	\$ 16,043		\$ 16,043
500	MEETINGS AND COORDINATION												
a	Additional weekly developer team meetings (from March through Dec 2022)	4	37	6						47	\$ 8,709		\$ 8,709
b	Additional 1A Request log meetings (4 months, 1 per week) including prep and follow up to define coordination needs and documentation of needs through a spreadsheet tracker)	6	23	23	6					58	\$ 9,730		\$ 9,730
c	Additional Town/Developer coordination meetings includes preparation of figures and correspondence before and after the meetings (3 since February 2022, in person and teams)		16	8	3					27	\$ 4,509		\$ 4,509
	SUBTOTAL									132	\$ 22,948		\$ 22,948
600	OPEN SPACE, PARKS, TRAILS												
a	Grading changes associated with open space, parks, and trail layouts connecting across channels. Includes additional grading adjustments for West Stroh Step Riffle to work with Westwood and PCS for the trail layout and grading adjustments at 6 trail crossings.	4	10	12	18	7				51	\$ 7,421		\$ 7,421
	SUBTOTAL									51	\$ 7,421		\$ 7,421
700	CONTRACTOR COORDINATION (CONSTRUCTION) - NEW SCOPE ITEM REQUESTED												
a	Contractor coordination meetings (4 meetings after February 2022, Teams and in person, Agenda and Notes)	10	24	20						54	\$ 9,688		\$ 9,688
b	Exhibits and additional earthwork calculations development for meetings, surface development and smoothing for interim developer surface and plan sheets	2	8	8	20	15				53	\$ 7,101		\$ 7,101
	SUBTOTAL									107	\$ 16,789		\$ 16,789
	TOTAL HOURS	47	176	162	137	39				561			
	TOTAL LABOR	\$ 10,810	\$ 32,912	\$ 23,490	\$ 16,303	\$ 4,173					\$ 87,688		
	TOTAL EXPENSES						\$ -	\$ -	\$ 14			\$ 14	
	TOTAL FEE												\$ 87,702

\$29,234 to be included in IGA 22-03.35A

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND PERMITTING
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH CREEK AVENUE
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

EXHIBIT C-1:
NARANJO CONSTRUCTION COST FOR OAK GULCH
NARANJO CONSTRUCTION COST FOR STROH GULCH SEGMENT 1A
CONSTRUCTION DOCUMENTS FOR OAK GULCH AND STROH GULCH SEGMENT 1A

Tanterra Segment 1A, Filing 1 - Contractor Bid Form (Naranjo)
Oak Gulch Channels and Detention
100% Design, January 2023

Quantities Prepared by: Muller Engineering Company, January 2023

Notes:
1. Bid items and quantities are heavily dependent on phasing and level of coordination between Westwood, PCS, Muller, ESX and selected construction contractors.
All work being constructed as part of the bridge installations has been quantified separately and excluded from this cost estimate except for the channel quantities under the bridge. The channel quantities under the bridges are now included as of January 2023.

BID ITEM	DESCRIPTION OF BID ITEM	QUANTITIES		PAY UNIT	UNIT PRICE	QUANTITY	TOTAL COST OF BID ITEM
		CHAMBERS ROAD	TAMMY LANE				
GENERAL							
1	Mobilization	0.5	0.5	LS	\$ 112,500.00	1	\$ 112,500.00
2	Surveying	0.5	0.5	LS	\$ 7,500.00	1	\$ 7,500.00
3	Clearing and Grubbing	0.5	0.5	LS	\$ 29,577.00	1	\$ 29,577.00
4	Trails-Control	0.5	0.5	LS		4	\$ -
EARTHWORK							
5	Topsoil, Replace from Developer Stockpile	8,379	13,398	CY	\$ 14.70	21,777	\$ 320,114.55
6	Fine Grading (Naranjo assumes 6 inches) Mass grading included in developer contractor scope	5,487	9,377	CY	\$ 10.50	14,865	\$ 156,079.27
7	Excavation, Muck, Replace with Approved Material	250	250	CY	\$ 92.80	500	\$ 46,400.00
CHANNEL ROCK AND DROP STRUCTURES							
8	Riprap, Soil, Type L (Bank Protection 2)	247	163	CY	\$ 97.80	411	\$ 40,163.20
9	Riprap, Soil, Type M (Bank Protection 2)	0	111	CY	\$ 97.80	111	\$ 10,866.67
10	Riprap, Soil, Type M (Bank Protection 3)	196	591	CY	\$ 97.80	787	\$ 76,979.47
11	Riprap, Soil, Type H (Bank Protection 2)	385	1,001	CY	\$ 97.80	1,386	\$ 136,528.80
12	Riprap, Void-Filled, Type L (Bridge Protection)	553	54	CY	\$ 109.00	607	\$ 66,163.00
13	Riprap, Void-Filled, Type M (Rock Chutes)	222	344	CY	\$ 109.00	567	\$ 61,766.67
14	Riprap, Void-Filled, Type M (Bench Stabilization Vanes)	76	144	CY	\$ 109.00	220	\$ 23,967.89
15	Riprap, Void-Filled, Type M (Boulder Cascades)	648	614	CY	\$ 109.00	1,262	\$ 137,598.37
16	Riprap, Void-Filled, Type H (Boulder Cascades)	1,867	220	CY	\$ 107.90	2,087	\$ 225,170.52
17	Riprap, Void-Filled, Type H (Bridge Protection)	1,555	1,245	CY	\$ 107.90	2,800	\$ 302,120.00
18	Boulders (30") (Boulder Cascades)	212	225	EA	\$ 294.00	437	\$ 128,478.00
19	Anchor Boulders (30") (Boulder Cascades)	73	81	EA	\$ 499.00	154	\$ 75,306.00
DETENTION AND STORM SEWER FACILITIES							
20	Riprap, Void-Filled, Type M (Outfall Protection) (Chambers North)	214	0	CY	\$ 109.00	214	\$ 23,345.77
21	Riprap, Void-Filled, Type M (Outfall Protection) (Chambers South)	21	0	CY	\$ 109.00	21	\$ 2,279.01
22	Riprap, Void-Filled, Type M (Outfall Protection) (Tammy South)	0	130	CY	\$ 109.00	130	\$ 14,179.39
23	Riprap, Void-Filled, Type M (Emergency Spillway) (Chambers North)	392	0	CY	\$ 109.00	392	\$ 42,768.37
24	Riprap, Void-Filled, Type M (Emergency Spillway) (Chambers South)	101	0	CY	\$ 109.00	101	\$ 11,009.00
25	Riprap, Void-Filled, Type M (Emergency Spillway) (Tammy South)	0	431	CY	\$ 109.00	431	\$ 46,958.61
26	Riprap, Void-Filled, Type L (Forebay)	46	23	CY	\$ 109.00	69	\$ 7,455.60
27	Reinforced Concrete Pipe (RCP), Class III, 18-Inch Diameter (Chambers South-Outlet Pipe)	60	0	LF	\$ 109.00	0	\$ -
28	Reinforced Concrete Pipe (RCP), Class III, 24-Inch Diameter (Chambers Road to Chambers South Forebay Inlet)	502	0	LF	\$ 124.70	0	\$ -
29	Reinforced Concrete Pipe (RCP), Class III, 36-Inch Diameter (Tammy South-Outlet Pipe)	0	97	LF	\$ 196.40	0	\$ -
30	Reinforced Concrete Pipe (RCP), Class III, 48-Inch Diameter (Chambers North-Outlet Pipe)	65	0	LF	\$ 300.35	0	\$ -
31	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 18-Inch Diameter (Chambers South Outfall into Oak Gulch)	1	0	EA	\$ 3,000.00	0	\$ -
32	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 24-Inch Diameter (Chambers South Forebay)	1	0	EA	\$ 3,189.00	0	\$ -
33	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 36-Inch Diameter (Tammy South Pond Outlet and Outfall into Oak Gulch)	0	2	EA	\$ 4,701.00	0	\$ -
34	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 48-Inch Diameter (Chambers North Outfall into Oak Gulch)	1	0	EA	\$ 5,059.00	0	\$ -
35	Underdrain 4" slotted PVC (Bioretention Chambers South, Tammy North, Tammy South)	106	289	LF	\$ 22.00	395	\$ 8,685.60
36	Slab Manhole, 4-Foot Diameter, 4 to 6 Foot Depth	2	0	EA	\$ 5,520.00	0	\$ -
37	Bioretention Media (Chambers South, Tammy North, Tammy South basins) and Chambers North Forebay	638	156	CY	\$ 68.30	794	\$ 54,245.58
38	Geotextile (Bioretention)	71	193	SY	\$ 5.00	263	\$ 1,316.00
39	Maintenance Road, Class 6 Roadbase and VTC Rock	84	97	CY	\$ 101.20	181	\$ 18,267.22
40	Maintenance Road, Geotextile and Geogrid	275	314	SY	\$ 4.80	589	\$ 2,827.73
41	Concrete, Structural, Detention Outfall	22	0	CY	\$ 2,397.00	0	\$ -
42	Concrete, Detention Outfall	3	0	CY	\$ 391.00	0	\$ -
43	Concrete, Structural, Forebay	28	22	CY	\$ 1,041.00	50	\$ 52,244.25
44	Type II Bedding (Outlet Structures)	4	0	CY	\$ 110.40	0	\$ -
45	Aggregate, CDOT No. 8 (Bioretention and Forebays)	23	36	CY	\$ 92.40	59	\$ 5,487.53
REVEGETATION							
46	Erosion Control Blanket, Coir Mat (Channel)	6,101	9,015	SY	\$ 12.70	15,116	\$ 191,971.79
47	Erosion Control Blanket, Coir Mat (Miscellaneous)	1,500	1,500	SY	\$ 12.70	3,000	\$ 38,100.00
48	Erosion Control Blanket, Coconut (Bioretention basin bottom)	1,528	375	SY	\$ 5.90	1,903	\$ 11,225.89
49	Erosion Control Blanket, Straw / Coconut Mix	3,000	2,000	SY	\$ 4.80	5,000	\$ 24,000.00
50	Seeding, Drill and Broadcast Seeding	6.9	11.0	AC	\$ 2,297.00	17.9	\$ 41,056.50
51	Mulch, Broadcast Straw (Under Coir Mat)	1.3	1.9	AC	\$ 1,030.00	3.1	\$ 3,216.81
52	Mulch, Crimped Straw (Outside of Coir Mat)	5.6	9.2	AC	\$ 970.00	14.8	\$ 14,308.32
53	Biosol, Humates, Mycorrhizae	6.9	11.0	AC	\$ 8,289.00	17.9	\$ 148,157.31
54	Plugs Wetland/Riparian	4,130	2,570	EA	\$ 4.85	6,700	\$ 32,495.00
55	Willow Bundles/Trenches	3,420	3,420	EA	\$ 10.20	6,840	\$ 69,768.00
56	Temp Irrigation			SF	\$ 0.787	655,918	\$ 516,207.47
MISCELLANEOUS							
57	10' Width Concrete Trail, 6" Thick	770	1548	SY	\$ 74.30	0	\$ -
58	10' Width Concrete Trail, 6" Thick, Reinforced Trail and Thickened Edge (one side)	221	352	SY	\$ 175.00	573	\$ 100,333.33
59	Spillway 10' Width Concrete Trail, 6" Thick, Reinforced Trail and Thickened Edge (one side)	93	126	SY	\$ 175.00	219	\$ 38,305.56
60	Spillway 10' Width Concrete Trail, 6" Thick, Reinforced Trail and Thickened Edge (two sides)	0	104	SY	\$ 237.00	104	\$ 24,753.33
61	14' Width Concrete Trail, 6" Thick, Reinforced Trail, Thickened Edge and Rumble Strip (two sides) under bridges	487	218	SY	\$ 241.00	705	\$ 169,905.00
62	Sheet Pile, PZ 22	1230	0	SF	\$ 43.00	1,230	\$ 52,890.00
63	Sheet Pile Cap, Concrete	123	0	LF	\$ 102.60	123	\$ 12,619.80
Oak Gulch Channel and Detention - Total Construction Cost (2023 Dollars)							\$ 3,737,663.38
Alternate Items (if needed)							
1A	Water Control (if necessary)	0.5	0.5	FA	\$ 60,000.00	1	\$ 60,000.00

Construction staking by owners contractor. Cost is for GPS machine se

Installation of system only.

Only billed if required on a T&M basis.

- Notes:
- Split of work between Naranjo and the developer contractor is based on conversations to date. Further coordination could lead to modifications in the work
 - Bid items and associated costs may be added as coordination between contractors progresses and design elements are finalized in the 100% Design PI
 - Channel improvement costs under Chambers Road and Tammy Lane bridges are included
 - Mass grading quantities and costs are excluded from the cost opinion. Limited fine grading is included (6" of fine gradin)
 - Temporary erosion and sediment control is assumed to be 5% of Subtotal 1. Future definition of required erosion and sediment control measures will be provided in subsequent bid for
 - Further coordination on topsoil management, quantities, stockpile locations, and costs will be needed. No import of topsoil is includ
 - All topsoil required will need to be provided and stockpiled by the developer contractor near the work are
 - Materials testing for construction services not included, but is assumed to be contracted separately with the mass grading of the Segment 1A i
 - Weed management not included within this cost opinion
 - Stabilization and revegetation of temporary construction roads and staging areas to be provided by mass earthwork contrac
 - As-built survey for the bridge is not included in this cost opinion and is assumed to be performed by the developer's survey
 - Post-construction vegetation management plan costs are not included within the cost opinis
 - Temporary irrigation to be provided by the developer and associated costs are not included in this cost opini
 - Structure excavation and backfill costs are included the associated work (e.g., riprap, concrete, pipe)
 - Detention basin embankment material is assumed as part of the mass grading cost and no additional costs are included in the cost opini
 - Detention basin spillways are currently designed for the proposed development condition in Tanterra Segment 1A and not for future developed conditions in the water

Tanterra Development - Contractor Bid Form (Naranjo)
Channels and Detention
Quantities prepared by: Muller Engineering Company, August 2022
Segment 1A - 100% Design Submittal

BID ITEM	BID ITEM CODE	DESCRIPTION OF BID ITEM	PAY UNIT	UNIT PRICE	QUANTITY	TOTAL COST OF BID ITEM	BID COMMENTS AND ASSUMPTIONS
1	GN-02-001	Mobilization	LS	\$ 110,228.00	1	\$ 110,228.00	Reduced to account for combined projects. Construction staking by owners contractor. Cost is for GPS machine setup.
2	GN-04-001	Surveying	LS	\$ 7,500.00	1	\$ 7,500.00	
3	GN-01-001	Clearing and Grubbing (Naranjo only Areas)	LS	\$ 16,825.00	1	\$ 16,825.00	Development contractor will provide main traffic control off Hesse/Chambers Road Naranjo only areas based on figure produced 1/2022 Shared areas based on figure produced 1/2022 Price assumes developer contractor to pick up stockpiles (if any)
4	GN-08-004	Traffic Control	LS		4		
5	ESP-07-001	Topsoil, Excavate, Stockpile, and Replace (Naranjo only Areas - 9" Depth)	CY	\$ 14.70	4,858	\$ 71,412.60	
6	ESP-07-001	Topsoil, Replace from Stockpile (Shared Areas - 9" Depth)	CY	\$ 7.35	15,896	\$ 116,835.60	
7	ESP-02-001	Earthwork, Excavation and Stockpile (6" of Fine Grading Only in Shared Areas)	CY	\$ 10.50	10,597	\$ 111,268.50	Assumed 3' thick salvaged Type M riprap at upper drop structure and nearby bank protection, reuse for soil riprap Assumed 3' thick salvaged Type M riprap at upper drop structure and nearby bank protection, reuse for soil riprap Sandy loam material per specification (potentially sourced onsite). Assume import for this proposal, if sourced onsite unit price to be the same as the Topsoil, Replace from Stockpile bid item.
8	ESP-02-001	Earthwork, Excavation and Fill On Site (Naranjo only Areas)	CY	\$ 10.50	1,200	\$ 12,600.00	
9	ESP-05-001	Excavation, Muck, Replace with Approved Material	CY	\$ 92.80	300	\$ 27,840.00	
10	ESP-06-004	Excavation of Rock and Stockpile	CY	\$ 18.30	0	\$ 6,240.30	
11	-	Reuse of Excavated Rock from Stockpile	CY	\$ 47.40	341	\$ 26,070.00	Assumed 3' thick salvaged Type M riprap at upper drop structure and nearby bank protection, reuse for soil riprap Assumed 3' thick salvaged Type M riprap at upper drop structure and nearby bank protection, reuse for soil riprap Sandy loam material per specification (potentially sourced onsite). Assume import for this proposal, if sourced onsite unit price to be the same as the Topsoil, Replace from Stockpile bid item.
12	-	Bioretention Media	CY	\$ 68.30	550	\$ 37,565.00	
13	RW-11-002	Soil Riprap, Type L	CY	\$ 97.80	318	\$ 31,100.40	
14	RW-11-001	Riprap, Void-Filled, Type L (Rock Rundowns)	CY	\$ 109.00	252	\$ 27,468.00	
15	RW-11-002	Riprap, Void-Filled, Type L (Grouted Boulder Drop)	CY	\$ 109.00	13	\$ 1,417.00	Includes 4, 30" boulders for grouted boulder drop
16	RW-11-002	Riprap, Void-Filled, Type L (Trail Crossing)	CY	\$ 109.00	35	\$ 3,815.00	
17	RW-11-002	Riprap, Void-Filled, Type L (Outfall Protection)	CY	\$ 109.00	45	\$ 4,905.00	
18	RW-11-002	Riprap, Void-Filled, Type L (Forebays)	CY	\$ 109.00	230	\$ 25,070.00	
19	RW-11-002	Riprap, Void-Filled, Type L (Riffles)	CY	\$ 109.00	359	\$ 39,131.00	Unit price to include Flowfill in trench backfill section (6' length) per detail Unit price to include Flowfill in trench backfill section (6' length) per detail Unit price to include Flowfill in trench backfill section (6' length) per detail Unit price to include Flowfill in trench backfill section (6' length) per detail
20	RW-11-003	Riprap, Void-Filled, Type M (Riffles)	CY	\$ 109.00	673	\$ 73,357.00	
21	RW-11-003	Riprap, Void-Filled, Type M (Outfall Protection)	CY	\$ 109.00	30	\$ 3,270.00	
22	RW-11-003	Riprap, Void-Filled, Type M (Emergency Spillway)	CY	\$ 109.00	623	\$ 67,907.00	
23	RW-11-004	Riprap, Void-Filled, Type H (Riffles)	CY	\$ 109.00	793	\$ 86,437.00	Unit price to include rebar (greenbar), grating, office plates, and all miscellaneous metalwork Unit price to include rebar (greenbar), grating, office plates, and all miscellaneous metalwork
24	RW-11-004	Riprap, Void-Filled, Type H (Step Riffle)	CY	\$ 107.90	1,209	\$ 130,451.10	
25	RW-11-004	Riprap, Void-Filled, Type H (Outfall Protection)	CY	\$ 109.00	232	\$ 25,288.00	
26	RW-11-004	Riprap, Void-Filled, Type H (Emergency Spillway)	CY	\$ 109.00	414	\$ 45,126.00	
27	RW-06-001	Boulder, 18-Inch	EA	\$ 100.70	316	\$ 31,821.20	Includes toe wall and headwall
28	RW-06-002	Boulder, 24-Inch	EA	\$ 156.00	93	\$ 14,508.00	
29	RW-06-003	Boulder, 30-Inch	EA	\$ 235.00	14	\$ 3,290.00	
30	RW-06-004	Boulder, 36-Inch	EA	\$ 354.00	4	\$ 1,416.00	
31	RW-07-002	Boulders, Grouted, 24-Inch	SY	\$ 361.00	38	\$ 13,718.00	Unit price to include rebar (greenbar), grating, office plates, and all miscellaneous metalwork Unit price to include rebar (greenbar), grating, office plates, and all miscellaneous metalwork
32	RW-02-002	Bedding, Granular, Type II	CY	\$ 110.40	1	\$ 110.40	
33	RW-01-001	Aggregate, CDOT No. 8	CY	\$ 92.40	82	\$ 7,576.80	
34	RW-01-001	Aggregate Base Course, Class 6	CY	\$ 77.50	4.0	\$ 310.00	
35	-	Fine Concrete Aggregate, CDOT C-33 (Sand)	CY	\$ 96.70	43	\$ 4,158.10	Quantity in developer column is the concrete trail north of Bramwell Drive (north of chase drain and south of EDB-A3 emergency spillway)
36	-	Maintenance Road, Class 6 Roadbase & VTC Rock	CY	\$ 101.20	343	\$ 34,711.60	
37	GG-02-001	Maintenance Road, Geogrid	SY	\$ 4.80	1,496	\$ 7,180.80	
38	GG-02-001	Geotextile, Nonwoven, Miraf 180N or Equivalent	SY	\$ 3.45	66	\$ 227.70	
39	SS-06-004	Reinforced Concrete Pipe (RCP), Class III, 24-Inch Diameter	LF	\$ 124.70	88	\$ 10,973.60	If limited areas require crimped straw, same unit price as hydromulch to apply
40	SS-06-005	Reinforced Concrete Pipe (RCP), Class III, 30-Inch Diameter	LF	\$ 153.70	0	\$ -	
41	SS-06-006	Reinforced Concrete Pipe (RCP), Class III, 36-Inch Diameter	LF	\$ 196.40	0	\$ -	
42	SS-06-008	Reinforced Concrete Pipe (RCP), Class III, 48-Inch Diameter	LF	\$ 300.35	0	\$ -	
43	-	Slotted Underdrain, 4" Diameter (Bioretention)	LF	\$ 23.30	99	\$ 2,366.70	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
44	-	Underdrain Cleanout and Upturned Elbow within Outlet Structure (Bioretention)	EA	\$ 685.00	1	\$ 685.00	
45	SS-02-002	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 18-Inch Diameter	EA	\$ 3,000.00	0	\$ -	
46	SS-02-003	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 24-Inch Diameter	EA	\$ 3,189.00	0	\$ -	
47	SS-02-004	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 30-Inch Diameter	EA	\$ 3,890.00	0	\$ -	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
48	SS-02-005	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 36-Inch Diameter	EA	\$ 4,701.00	0	\$ -	
49	SS-02-006	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 42-Inch Diameter	EA	\$ 5,307.00	0	\$ -	
50	SS-02-007	Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 48-Inch Diameter	EA	\$ 5,059.00	0	\$ -	
51	SS-03-001	Slab Manhole, 4-Foot Diameter, <5 Foot Depth	EA	\$ 4,353.00	0	\$ -	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
52	SC-12-011	Concrete, Structural, Detention Outlet (Outlet Structures A2, A3, A4, A5)	CY	\$ 2,289.00	0	\$ -	
53	SC-12-011	Concrete, Structural, Bioretention Outlet (Outlet Structure BRG-A1)	CY	\$ 2,397.00	3.5	\$ 8,389.50	
54	-	Concrete, Detention Outlet (Outlet Structures A2, A3, A4, A5 - Fill Concrete)	CY	\$ 391.00	0	\$ -	
55	SC-12-008	Concrete, Structural, Forebay	CY	\$ 1,041.00	120	\$ 124,920.00	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
56	SC-11-001	Concrete, Reinforced Cutoff Wall	CY	\$ 1,308.00	16	\$ 20,928.00	
57	-	Concrete Trail, 6" Thick, Reinforced Trail and Thickened Edge	SY	\$ 175.00	808	\$ 141,400.00	
58	SC-08-003	Concrete Trail, 6" Thick	SY	\$ 74.30	160	\$ 11,888.00	
59	SC-13-002	Grout, Cutoff Wall	CY	\$ 455.00	5	\$ 2,275.00	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
60	-	Grout, Reinforced Apron	CY	\$ 744.00	2	\$ 1,488.00	
61	FN-01-004	Fence, Orange Construction (Channel Preservation)	LF	\$ 2.55	0	\$ -	
62	-	Erosion Control Blanket, Cool Mat	SY	\$ 12.70	22,296	\$ -	
63	LS-02-002	Erosion Control Blanket, Coconut	SY	\$ 5.90	2,127	\$ -	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
64	LS-10-XXX	Seeding, Drill and Broadcast Seeding - Xeric Seed Mix	AC	\$ 2,297.00	13.9	\$ -	
65	LS-10-XXX	Seeding, Drill and Broadcast Seeding - Mesic Seed Mix	AC	\$ 1,800.00	3.3	\$ -	
66	LS-07-001	Mulch, Broadcast Straw (Under Erosion Control Blanket)	AC	\$ 1,030.00	5.1	\$ -	
67	LS-07-002	Mulch, Hydromulch	AC	\$ 2,875.00	12.1	\$ -	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
68	-	Biosol, Humates, Mycorrhizae	AC	\$ 8,280.00	17.2	\$ -	
69	LS-09-001/2	Plug, Wetland & Riparian	EA	\$ 4.85	39,940	\$ 193,709.00	
70	LS-14-004	Willow Stakes	EA	\$ 10.20	1,042	\$ 10,628.40	
71	-	Deciduous Trees (2.5" cal)	EA	\$ 814.00	57	\$ 46,398.00	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
72	-	Evergreen Trees (8" cal)	EA	\$ 667.00	34	\$ 22,678.00	
73	-	Ornamental Trees (2" cal)	EA	\$ 588.00	23	\$ 13,524.00	
74	-	Dec. Shrubs & large Grasses	EA	\$ 50.40	14	\$ 705.60	
75	-	*Temp Irrigation	SF	\$ 0.787	487,325	\$ 383,524.78	Installation of system only. Installation of system only. Installation of system only. Quantity based on total area of wall including embedment
76	-	*Permanent Irrigation	SF	\$ 0.787	1,038	\$ 816.91	
77	-	Drip to trees & shrubs in Stroh Gulch Drainage	EA	\$ 26.25	128	\$ 3,360.00	
78	-	Keystone Retaining Walls	SF	\$ 50.00	0	\$ -	
Segment 1A Channel and Detention - Total Construction Cost (2022 Dollars)						\$ 2,228,764.88	
Alternate Items (if needed)							
1A	GN-06-001	Water Control	FA	\$ 60,000.00	1	\$ 60,000.00	Only billed if required on a T&M basis.

- Notes:
- Split of work between Naranjo and the developer contractor is based on conversations to date. Further coordination could lead to modifications in the work split.
 - Item descriptions and associated costs may be added as coordination between contractors progresses and design elements are finalized.
 - Costs associated with mobilization, surveying, water control, clearing and grubbing, erosion control, and traffic control for the developer contractor are not included in this cost option.
 - Further coordination on topsoil management, quantities, stockpile locations, and costs will be needed. No import of topsoil is included in this estimate.
All topsoil required for Naranjo only areas will need to be provided and stockpiled by the developer contractor near the Naranjo work areas.
 - Mass grading quantities and costs are excluded from the cost option. Limited fine grading is included (6" of fine grading in shared areas).
 - Detention embankment material is assumed as part of the mass grading cost and no additional costs are included in the cost option.
 - Structure excavation and backfill costs are included the associated work (e.g., riprap, concrete, pipes, Keystone wall).
 - All storm sewers that are under roads (Bramwell Road, Great Plain Way, Spirit Trail Blvd., She Wolf Road, and Bigfoot Trail) are excluded from the cost option.
 - The only costs associated with culverts or storm sewers under roads included in the cost option is outlet protection and downstream flared end section.
 - The only trail work included in the Naranjo column is for the reinforced trails that act as detention emergency spillway embankments and 20' beyond on each side.
 - The trail work included in the developer column is the concrete trail north of Bramwell Drive (north of chase drain and south of EDB-A3 emergency spillway)
 - Temporary irrigation to be provided by the developer and associated costs are not included in this cost option.
 - Weed management not included within this cost option.
 - No trees or shrubs are included in this cost option. Trees or shrubs within the project limits to be installed by MHPD contractor as shown on PCS landscape plans.
 - EDB-A2 emergency spillway vegetation is assumed to be provided by developer. No costs related to EDB-A2 emergency spillway vegetation are included in the cost option.
 - Post-construction vegetation management plan costs are not included within the cost option.

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND PERMITTING
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH CREEK AVENUE
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

EXHIBIT D-1:
MULLER CONSTRUCTION MANAGEMENT FOR OAK GULCH
MULLER CONSTRUCTION MANAGEMENT FOR STROH GULCH SEGMENT 1A

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD, Town of Parker

PROJECT:

Tanterra Segment 1A: Oak Gulch Construction Services at Tammy Lane and Chambers Road

PROPOSAL NO.: 920.19PROJECT NO.: 19040.03

PREPARED BY: SRJDATE: 1/13/2023

CHECKED BY: DDJ/JTWPROPOSED TOTAL FEE: \$140,902

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)				EXPENSES			TOTALS			
		Staff Member Initials >>>				OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		DDJ	SRJ	APD	PBS							
		Senior Project Manager 9	Project Manager 6 (H)	Construction Manager 5	Technician/CADD Operator 4	ERC						
	2023 Billing Rate>>>	\$242	\$198	\$176	\$123							
100	Construction Services											
a	Construction Administration, Progress Meetings		72	16					88	\$ 17,072		\$ 17,072
b	Field Engineering (Assume 6 months; Support Level: Light- 3 months, Medium- 2 months, Heavy- 1 month)	35	147	277			\$ 2,213		459	\$ 86,372	\$ 2,213	\$ 88,585
c	Ecology (Topsoil and vegetation consultation)		16	20		\$ 10,000			36	\$ 6,688	\$ 10,000	\$ 16,688
d	As-built coordination, record drawings and pond volume certification (survey performed by others)		24	40	55				119	\$ 18,557		\$ 18,557
	SUBTOTAL								702	\$ 128,689	\$ 12,213	\$ 140,902
	TOTAL HOURS	35	259	353	55				702			
	TOTAL LABOR	\$ 8,389	\$ 51,348	\$ 62,187	\$ 6,765					\$ 128,689		
	TOTAL EXPENSES					\$ 10,000	\$ 2,213	\$ -			\$ 12,213	
	TOTAL FEE											\$ 140,902

Assumptions

- 1 No geotechnical and materials testing is included in this scope
- 2 No as-built survey is included in this scope
- 3 The LOMR is included in the current contract with E5X and is excluded from this scope
- 4 Includes construction services for the channel work under the bridges at Chambers Road and Tammy Lane

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

E5X, MHFD, Town of Parker

PROJECT:

Tanterra Segment 1A: West Stroh and Tributaries Construction Services

PROPOSAL NO.: 920.19PROJECT NO.: 19040.03

PREPARED BY: SRJDATE: 1/13/2023

CHECKED BY: DDJ/JTWPROPOSED TOTAL FEE: \$ 156,882

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)				EXPENSES			TOTALS			
		Staff Member Initials >>>				OUTSIDE SERVICES	TRAVEL	REPRODUCTION	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		DDJ	SRJ	APD	PBS							
		Senior Project Manager 9	Project Manager 6 (H)	Construction Manager 5	Technician/CADD Operator 4	ERC						
		2023 Billing Rate>>>	\$242	\$198	\$176	\$123						
100	Construction Services											
a	Construction Administration, Progress Meetings		72	16					88	\$ 17,072		\$ 17,072
b	Field Engineering (Assume 6 months; Support Level: Light- 2 months, Medium-3 months, Heavy- 1 month)	37	156	312			\$ 2,299		505	\$ 94,714	\$ 2,299	\$ 97,013
c	Ecology (Topsoil and vegetation consultation)		20	30		\$ 15,000			50	\$ 9,240	\$ 15,000	\$ 24,240
d	As-built coordination, record drawings and pond volume certification (survey performed by others)		24	40	55				119	\$ 18,557		\$ 18,557
	SUBTOTAL								762	\$ 139,583	\$ 17,299	\$ 156,882
	TOTAL HOURS	37	272	398	55				762			
	TOTAL LABOR	\$ 8,914	\$ 53,856	\$ 70,048	\$ 6,765					\$ 139,583		
	TOTAL EXPENSES					\$ 15,000	\$ 2,299	\$ -			\$ 17,299	
	TOTAL FEE											\$ 156,882

Assumptions

1 No geotechnical and materials testing is included in this scope

2 No as-built survey is included in this scope

West Stroh Field Engineering

Level			Derek/Jim		Sara		Adam/Engineer	
	Months	Weeks	hrs/week	hrs	hrs/week	hrs	hrs/week	hrs
Light	2	9	1.0	9	4	35	6	52
Medium	3	13	1.5	20	6	78	14	182
Heavy	1	4	2.0	9	10	43	18	78
Total	6	26	37		156		312	

Oak Gulch Field Engineering

Level			Derek/Jim		Sara		Adam/Engineer	
	Months	Weeks	hrs/week	hrs	hrs/week	hrs	hrs/week	hrs
Light	3	13	1.0	13	4	52	6	78
Medium	2	9	1.5	13	6	52	14	121
Heavy	1	4	2.0	9	10	43	18	78
Total	6	26	35		147		277	

OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
STROH GULCH UPSTREAM OF FRENCH CREEK AVENUE
TOWN OF PARKER

Agreement No. 22-03.35A
Project No. 107465

EXHIBIT E-1:

HMI VEGETATION ESTABLISHMENT FOR OAK GULCH
HMI VEGETATION ESTABLISHMENT FOR STROH GULCH SEGMENT 1A

Mile High Flood District: Douglas County

Oak Gulch at Chambers and Tammy Ln.

Landscape Establishment Maintenance

January 20, 2023

Prepared by:



Prepared for:



Laura Hinds, P. E.

Project Manager

Mile High Flood Control District

Introduction:

The following landscape establishment budget has been developed for Mile High Flood District's (MHFD) project area at Oak Gulch at Chambers Road and Tammy Lane, in Douglas County. Habitat Management, Inc. (HMI) will implement a vegetation maintenance plan, including the following tasks outlined in this budget, upon approval.

1 Site Monitoring and Management

Habitat Management will visit this site when visiting other MHFD sites in Douglas County and perform a monthly site inspection. These inspections will be performed throughout the growing season (March to October) to inspect for weeds, plant community health, and vegetation establishment issues. HMI will fill out an inspection report and provide it to MHFD to help plan maintenance items as they are identified. This line item includes up to eight site visits during the growing season. HMI will note and recommend in their inspection report areas for potential seeding efforts or areas of concern that need to be addressed.

2 Chemical Noxious Weed Control

Habitat Management recommends visiting this site monthly from May to October during the growing season for Colorado Noxious Weed Listed species monitoring and to implement noxious weed management treatment planning. Habitat Management has estimated the site will be visited at least four times during the growing season to control identified noxious weeds. Each treatment session will utilize chemical control methods. Weed populations will be treated growing in the upland and riparian areas within the project disturbance boundary. Spot-spray applications of appropriate herbicides will take place in specific areas within the project boundaries to avoid damage to desirable species. The recommended treatment schedule will be adjusted based on site conditions and timing of weed emergence, flowering, and senescence. Other environmental conditions will need to be accounted for when applying herbicides. Only herbicides labeled for use in or near water will be applied near bodies of surface water, such as channels. An appropriate surfactant will also be used to increase adhesion of the herbicide to the targeted species and a blue marker dye will be added to indicate where herbicide has been applied.

Herbicide applications will only occur within MHFD's right-of-way and records will be provided at the completion of work. A licensed pesticide applicator will visit this site regularly to inspect the treatment area(s) pre and post application to evaluate treatment methods. The applicator will evaluate noxious, and nuisance weed infestations and apply herbicides, based on site conditions, and make changes to the treatment plan as necessary. It is recommended that pre-construction weed control is implemented and weed control is immediately implemented after revegetation. Additionally, weed control to the surrounding property maybe necessary to reduce vectors of spreading into the site but has not been included in this budget.

3 Mechanical Weed Control

The site may require additional weed control efforts that include weed whacking, mowing, and mechanical seedhead removal to areas within the project boundary. It is recommended to include mechanical treatments in the site's integrated weed management plan. This task includes cost for HMI to have a four-person crew visit the site with mechanical equipment to control annual weeds growing in recently seeded areas and or to noxious weeds that have already begun to produce flowers or seedheads.

4 Seeding

Habitat Management estimated that up to 25% (Table 1) of original plan may require interseeding after construction is completed. These areas include upland and riparian seeding that may occur during the post-construction maintenance period. HMI has included costs to perform hand-broadcast seeding and harrowing after seeding to areas that are larger than 4 sq. ft. These areas will be reseeded in the spring and fall of each growing season based on site success. Seeding areas will be identified based signs of poor establishment or bare patches. If areas are showing signs of soil/water distress, HMI will notify MHFD of reseeding areas that may need additional monitoring to determine the best method of seeding.

5 Soil Preparation and Fine grading

Habitat Management has estimated that 10% (Table 1) of the original area may require fine grading and additional soil amendments to increase the suitability of the planting areas. HMI has budgeted to fine grade and/or amendment areas prior to seeding efforts. HMI will evaluate areas lacking desirable vegetation and take soil samples from bare areas to determine if soil nutrients or compaction are an issue inhibiting establishment or seedling germination.

6 Shrubs Replacements

Habitat Management has included budget to replace dead or dying shrub material at the project site equaling 10% (Table 1) of overall quantities planted from the original scope of work. The project will be evaluated, and dead material can be replaced using similar species based on site conditions. HMI will evaluate appropriate plantings areas and species prior to completing this work.

7 Erosion Control

Habitat Management has estimated up to 10% (Table 1) of the originally installed blanket may need repaired or replaced in the future. It is also anticipated that erosion control wattles may need to be installed or maintained after construction to control potential erosion. HMI will monitor the site surface erosion during site inspections and fix any BMP needs identified by stormwater management during the SWMP inspections. This work is planned for areas that have not yet established and were potentially damaged to due to flooding from heavy precipitation events.

8 Budget

Table 1. includes the total cost estimate landscape maintenance during the establishment period post-construction. Table. 1. All costs include labor, travel, and materials to perform the work on a time and materials basis.

Table 1. Oak Gulch Budget

BID ITEM	DESCRIPTION OF BID ITEM	QUANTITIES		PAY UNIT	UNIT PRICE	TOTAL Original QUANTITY	% Estimated replacement	TOTAL QTY with estimated %	TOTAL COST	Chambers Road	Tammy Lane	Combined Costs
		CHAMBERS ROAD	TAMMY LANE									
1	Site Monitoring and Management-site visits	0.33	0.67	LS	\$16,500.00	1.00	100	1.00	\$ 16,500	\$ 5,500	\$ 11,000	\$ 16,500
2	Chemical Noxious Weed Control- spot spray treatments	6.30	10.81	AC	\$ 4,020.00	17.11	100	17.11	\$ 68,782	\$ 22,927	\$ 45,855	\$ 68,782
3	Mechanical Weed Control- mowing and cutting	6.30	10.81	AC	\$ 984.00	17.11	100	17.11	\$ 16,836	\$ 5,612	\$ 11,224	\$ 16,836
4	Seeding- broadcasting	6.30	10.81	AC	\$ 3,000.00	17.11	25	4.28	\$ 12,840	\$ 4,280	\$ 8,560	\$ 12,840
5	Soil Preparation and Fine Grading prior to seeding	6.30	10.81	AC	\$ 6,000.00	17.11	10	1.71	\$ 10,260	\$ 3,420	\$ 6,840	\$ 10,260
6	Shrub Replacements	225	300	EA	\$ 125.00	525.00	10	52	\$ 6,500	\$ 2,167	\$ 4,333	\$ 6,500
7	Erosion Control (Fabric and Control Measure Repairs)	11292	12122	SY	\$ 8.00	5,000.00	10	500	\$ 4,000	\$ 1,333	\$ 2,667	\$ 4,000
TOTALS:									\$ 135,718	\$ 45,239	\$ 90,479	\$ 135,718

Mile High Flood District: Douglas County

Tanterra Landscape Establishment Budget

March 7th, 2022

Prepared by:



14 Inverness Drive East Suite A-100 Englewood CO, 80112

www.habitatmanagementinc.com

Prepared for:

Laura Hinds, P. E.

Project Engineer

Mile High Flood Control District



MHFD: Douglas County: Tanterra Landscape Establishment Budget

Introduction:

The following landscape establishment budget has been developed for Mile High Flood District's (MHFD) project area at Tanterra in Douglas County. Habitat Management, Inc. (HMI) will implement a vegetation maintenance plan including the following tasks outlined in this budget upon approval.

1 Site Inspections and Management

Habitat Management will visit this site when visiting other MHFD sites in Douglas County and perform a monthly site inspection. These inspections will be performed throughout the growing season (March to October) to inspect for weeds, plant community health, and vegetation establishment issues. HMI will fill out an inspection report and provide it to MHFD to help plan maintenance items as they are identified. This line item includes up to eight site visits during the growing season. HMI will note and recommend in their inspection report areas for potential seeding efforts or areas of concern that need to be addressed. After inspections, areas identified as needing further evaluation through soil sampling and monitoring will be recommended to MHFD for approval.

2 Noxious Weed Management

Habitat Management recommends visiting this site regularly throughout the growing season for Colorado Noxious Weed Listed species to implement noxious weed management activities and planning. Chemical control methods will be utilized to treat noxious, and nuisance weed species growing at the site in the upland and riparian areas. A licensed pesticide applicator will visit this site regularly to inspect the treatment area(s). The applicator will evaluate noxious, and nuisance weed infestations and apply herbicides, based on site conditions. HMI has accounted for two pre-construction noxious weed treatments in the spring. Spot-applications of appropriate herbicides will take place in specific areas within the project boundaries up to six separate times in the growing season. The recommended schedule will be adjusted based on site conditions and timing of weed emergence, flowering, and senescence. Other environmental conditions will need to be accounted for when applying herbicides. Only herbicides labeled for use in or near water will be applied near the channels. An appropriate surfactant will also be used to increase adhesion of the herbicide to the targeted species and a blue marker dye will be added to indicate where herbicide has been applied. Herbicide applications will only occur within MHFD's right-of-way and records will be provided at the completion of work. The recommended schedule can be adjusted to meet the site's demands as the vegetation starts to establish and we see what kind of weed control effort will be required. Additional weed control to the surrounding property may be necessary to reduce vectors of spreading into the site.

3 Mechanical Weed Control

The site may require additional weed control efforts that include weed whacking, mowing, and mechanical seedhead removal to areas within the project boundary. It is recommended to include mechanical treatments in the site's integrated weed management plan. This task includes cost for HMI to have a four-person crew visit the site with mechanical equipment to control annual weeds growing in recently seeded areas or to noxious weeds that have already begun to produce flowers or seedheads.

4 Seeding

Habitat Management estimated that up to five acres of upland seeding may occur during the post construction maintenance period. HMI has included costs to perform hand-broadcast seeding and harrowing after seeding to areas that are larger than 4 sq. ft. These areas will be reseeded in the spring and fall of each growing season based on site success. Seeding areas will be identified based signs of poor establishment or bare patches. If areas are showing signs of soil/water distress, HMI will notify MHFD of reseeding areas that may need additional monitoring to determine the best method of seeding.

5 Woodstraw Mulching

Habitat Management recommends adding mulch to the reseeding areas on south facing slopes and other hot, dry areas that may need additional mulching to help with seedling establishment and moisture retention. HMI has budget for up to 1.25 acres at 220 bales of Woodstraw per acre which is equivalent to 50% ground cover to help shelter and protect the reseeding efforts. HMI will plan to hand spread the mulch to areas that are recommended for mulching upon MHFD approval.

6 Erosion Control

Habitat Management has estimated up to two hundred square yards of fabric and up to ten erosion control wattles may need to be installed or maintained after construction. HMI will monitor the site surface erosion during site inspections and fix any BMP needs identified by CMS during the SWMP inspections. This work is planned for areas that have not yet established and were potentially damaged to due to flooding from heavy precipitation events.

7 Irrigation

Habitat Management does not have the irrigation plans for the housing development HOA areas to estimate costs to add onto this system. HMI estimated this lump sum amount could be spent on designing and installing a permanent irrigation system to the channel areas at Tanterra. It is recommended that the irrigation planning, and budget be reevaluated as construction plans are finalized.

MHFD: Douglas County: Tanterra Landscape Establishment Budget

8 Budget

This budget includes estimates for landscape maintenance during a 3-year period post-construction. Task 1-3 are for maintenance over a three-year period. Task 4-6 are estimated to include quantities of work described in each task. Task seven irrigation is a lump sum best assumption with limited design planning to install a permanent overspray system at the site in the channel areas. HMI will need further time to research an actual cost for irrigation once construction plans are finalized.

Tanterra Landscape Establishment Budget					
Table 1: Estimated Cost Not to Exceed Budget					
Item Description	Labor	Travel	Equipment	Materials & Outside Services	Task Total
Task 1: Site Monitoring and Management	\$13,248.00	\$553.11	\$2,415.00	\$0.00	\$16,216.11
Task 2: Noxious Weed Management	\$45,386.00	\$476.74	\$21,626.00	\$1,779.76	\$69,268.50
Task 3: Mechanical Weed Control	\$12,834.00	\$301.41	\$3,795.00	\$0.00	\$16,930.41
Task 4: Seeding	\$3,346.50	\$50.24	\$851.00	\$8,093.75	\$12,341.49
Task 5: Woodstraw Mulching	\$3,898.50	\$100.47	\$345.00	\$9,700.00	\$14,043.97
Task 6: Erosion Control	\$3,588.00	\$100.47	\$690.00	\$3,355.00	\$7,733.47
Task 7: Irrigation	\$0.00	\$0.00	\$0.00	\$62,500.00	\$62,500.00
Total	\$82,301.00	\$1,582.44	\$29,722.00	\$85,428.51	\$199,033.95

\$136,533.95



Request for Town Council Action

Date: February 21, 2023

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.574 – Second Reading**
A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for Salisbury Park
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This ordinance proposes to dedicate an easement to Parker Water and Sanitation District (PWSD) over a portion of Salisbury Park to accommodate the construction of a new sanitary sewer line.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PWSD is planning to construct a Filtration Annex building adjacent to their existing Regional Well House in the eastern portion of Salisbury Park. This is proposed in order to improve drinking water quality for the community through the use of gravity filters that will physically remove iron and manganese from the existing water sources. This building is currently in review through a Site Plan process and will come before the Town Council in the near future.

As part of this project, PWSD will need to relocate several existing raw waterlines in the area and construct a new sanitary sewer line that will carry water used to clean the filters periodically. The relocation of the waterlines will occur within the boundaries of an existing easement that PWSD holds, but the installation of the sanitary sewer line will require a new easement to be dedicated to the Town. The proposed easement would be located east of the equestrian areas and parking lots, and outside of areas of the park that are programmed. PWSD will be responsible for the restoration of all disturbed areas through the Town's Grading Permit Program.

Finally, because of the impact to the raw waterlines, PWSD needs to perform this utility work before water demand kicks up in the spring. For this reason, this easement request is being brought before the Council in advance of the Site Plan for the building. If approved, PWSD plans to begin this work immediately in order to meet their seasonal schedule constraints.

FINANCIAL IMPACT

This easement is proposed to be dedicated to PWSD as part of an ongoing easement swap between the two organizations. No direct payment is proposed.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.574

RECOMMENDED MOTION

I move to approve Ordinance No. 1.574 on second reading.



Sanitary Sewer Easement
Vicinity Map



ORDINANCE NO. 1.547, Series of 2023

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR SALISBURY PARK

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Salisbury Park; and

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

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 Sanitary Sewer Main Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Salisbury Park, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2023, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

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

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

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.
2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

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

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

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

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

6. Miscellaneous.

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

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

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

EXHIBIT A

A TRACT OF LAND BEING A PORTION OF LOT 1, SALISBURY EQUESTRIAN PARK, RECORDED JUNE 11, 2004 AT RECEPTION NO. 61174 IN THE RECORDS OF THE CLERK AND RECORDERS OFFICE OF DOUGLAS COUNTY, COLORADO, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, 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 CENTER QUARTER CORNER OF SAID SECTION 27, MONUMENTED BY A 3/4" ALUMINUM CAP PLS 19003, FROM WHENCE THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 27, MONUMENTED BY A 3/4" ALUMINUM CAP LS 22561, BEARS SOUTH 89°38'17" WEST 1323.85 FEET AND UPON WHICH THESE BEARING ARE BASED;
THENCE SOUTH 79°32'05" WEST A DISTANCE OF 1,295.43 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 61°10'55" WEST A DISTANCE OF 242.60 FEET TO A POINT;
THENCE SOUTH 44°33'29" WEST A DISTANCE OF 39.83 FEET TO A POINT;
THENCE SOUTH 89°33'29" WEST A DISTANCE OF 81.62 FEET TO A POINT;
THENCE SOUTH 52°31'16" WEST A DISTANCE OF 312.95 FEET TO A POINT;
THENCE NORTH 34°32'44" WEST A DISTANCE OF 30.04 FEET TO A POINT FROM WHENCE SAID CENTER-WEST SIXTEENTH CORNER OF SECTION 27 BEARS NORTH 44°56'47" EAST 760.94 FEET;
THENCE NORTH 52°31'16" EAST A DISTANCE OF 311.41 FEET TO A POINT;
THENCE NORTH 41°57'41" EAST A DISTANCE OF 48.82 FEET TO A POINT;
THENCE NORTH 89°33'29" EAST A DISTANCE OF 90.74 FEET TO A POINT;
THENCE NORTH 61°10'55" EAST A DISTANCE OF 152.93 FEET TO A POINT;
THENCE SOUTH 00°22'03" WEST A DISTANCE OF 16.58 FEET TO A POINT;
THENCE NORTH 60°12'24" EAST A DISTANCE OF 71.88 FEET TO A POINT;
THENCE SOUTH 69°34'48" EAST A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,620 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

PREPARED BY: CHARLES KELLER HARTOG, PLS
PLS 38684

ON BEHALF OF: SURVEY SYSTEMS, INC.
P.O. BOX 2168
EVERGREEN, CO 80437
(303)679-8122



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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 12/29/2022	
DATE	REVISION COMMENTS

PARKER WATER &
SANITATION DISTRICT
SANITARY EASEMENT
EXHIBIT A

SURVEY SYSTEMS
A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123
Info@SurveySystems.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

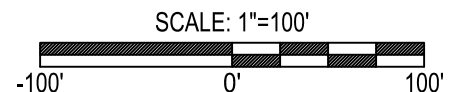
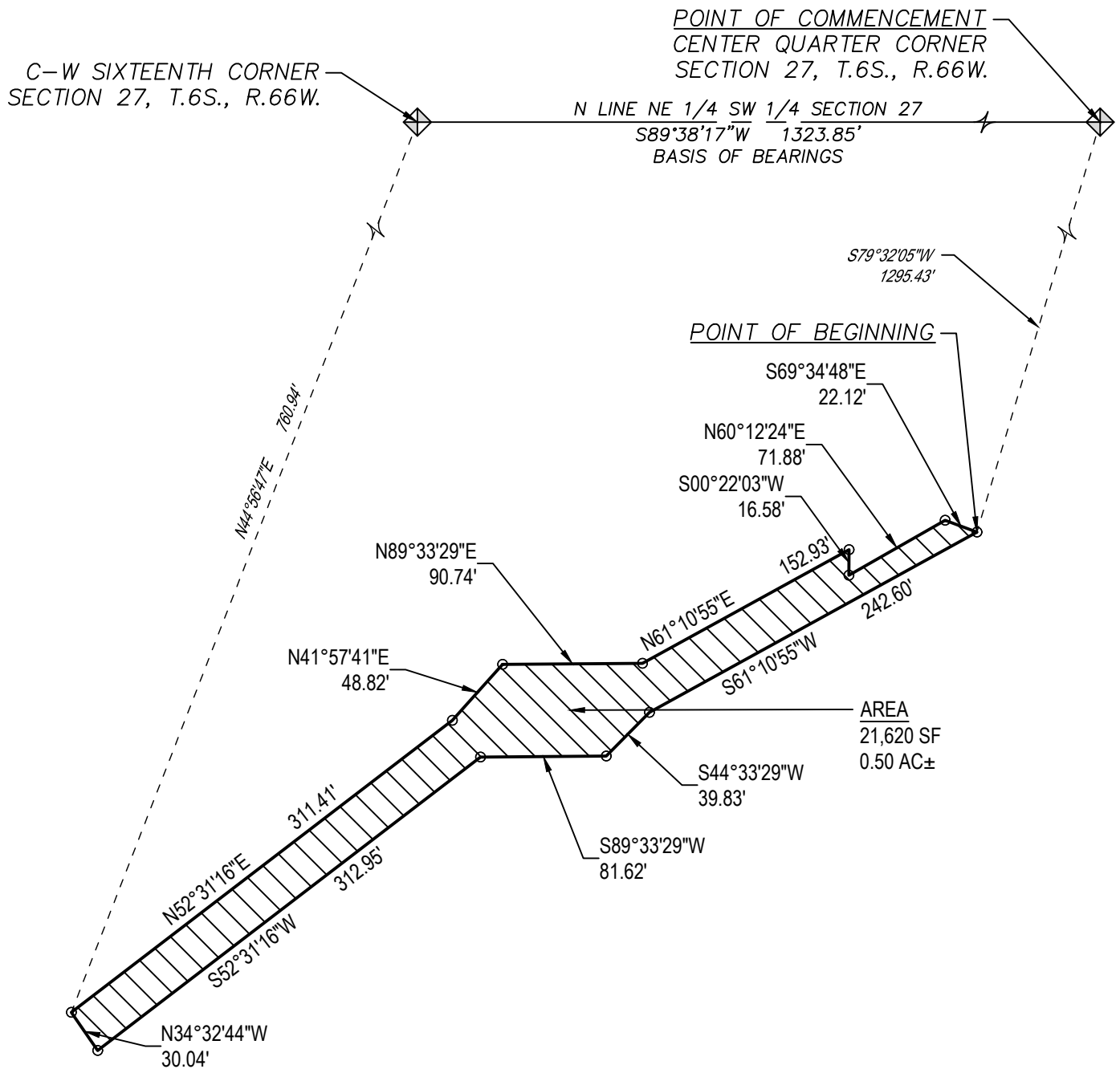
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SHEET NO.

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1 OF 2

ILLUSTRATION TO EXHIBIT A



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE
ATTACHED LEGAL DESCRIPTION.

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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 12/29/2022	
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**PARKER WATER &
SANITATION DISTRICT
SANITARY EASEMENT
ILLUSTRATION**

SURVEY SYSTEMS
A Professional Land Surveying Company
P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123
Info@SurveySystems.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

CHECKED BY: MN DRAWN BY: CH JOB #: 2022-322-01-035 CLIENT CODE: TTDC
SHEET NO: 2 2 OF 2

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THENCE SOUTH 79°04'44" WEST A DISTANCE OF 1,278.48 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 61°10'55" WEST A DISTANCE OF 287.02 FEET TO A POINT;
THENCE SOUTH 89°33'29" WEST A DISTANCE OF 64.30 FEET TO A POINT;
THENCE SOUTH 52°31'16" WEST A DISTANCE OF 333.60 FEET TO A POINT;
THENCE NORTH 34°32'44" WEST A DISTANCE OF 60.08 FEET TO A POINT FROM WHENCE SAID CENTER-WEST SIXTEENTH CORNER OF SECTION 27 BEARS NORTH 46°03'44" EAST 753.34 FEET;
THENCE NORTH 52°31'16" EAST A DISTANCE OF 350.62 FEET TO A POINT;
THENCE NORTH 89°33'29" EAST A DISTANCE OF 69.23 FEET TO A POINT;
THENCE NORTH 61°10'55" EAST A DISTANCE OF 220.13 FEET TO A POINT;
THENCE SOUTH 69°34'48" EAST A DISTANCE OF 79.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,747 SQUARE FEET OR 0.91 ACRES, MORE OR LESS.

PREPARED BY: CHARLES KELLER HARTOG, PLS
PLS 38684

ON BEHALF OF: SURVEY SYSTEMS, INC.
P.O. BOX 2168
EVERGREEN, CO 80437
(303)679-8122



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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 12/29/2022	
DATE	REVISION COMMENTS

PARKER WATER &
SANITATION DISTRICT
TEMP. CONSTRUCTION EASEMENT
EXHIBIT A

SURVEY SYSTEMS
A Professional Land Surveying Company

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Info@SurveySystems.net www.SurveySystemsInc.com
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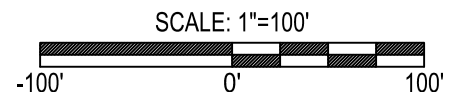
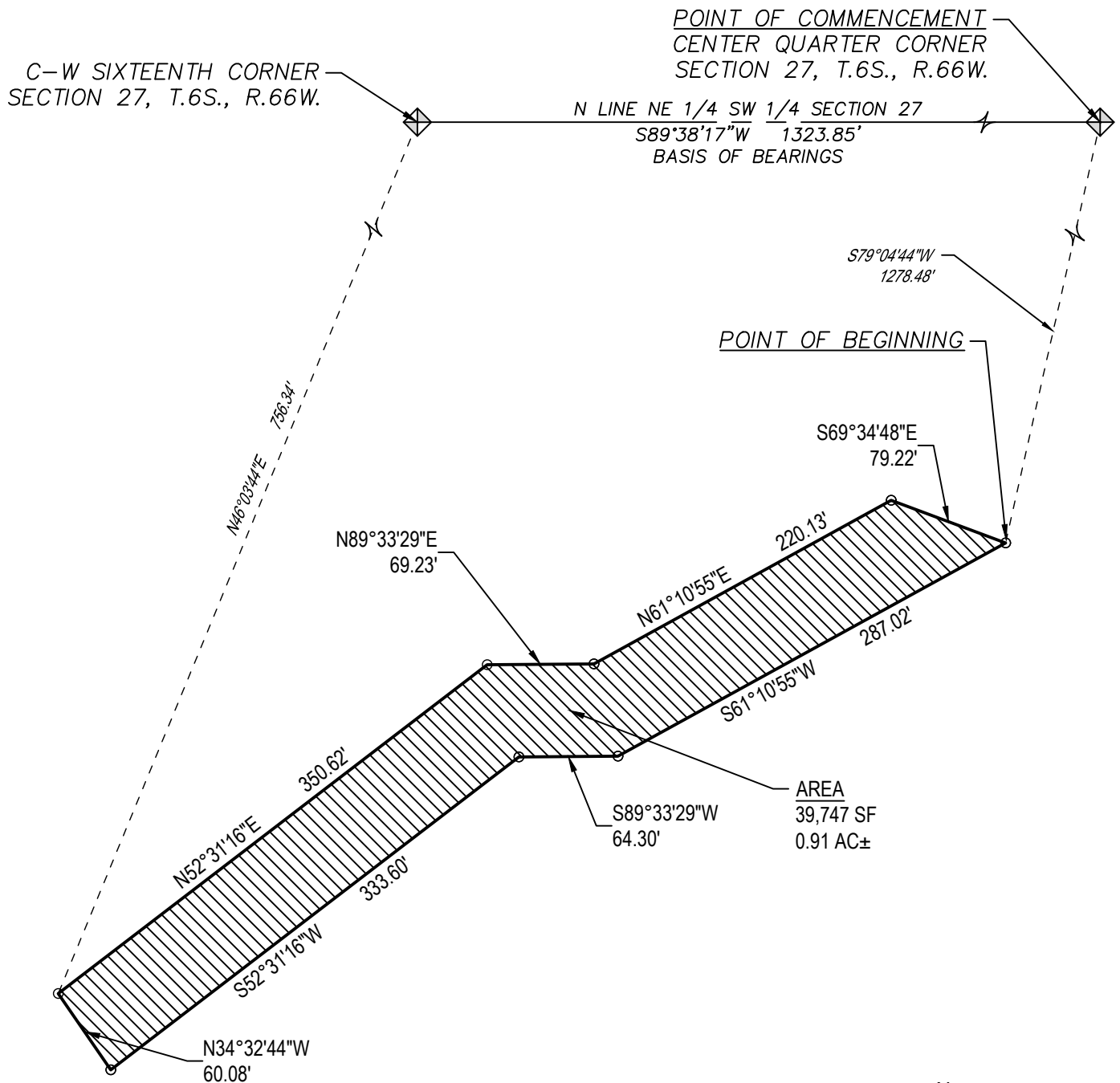
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DRAWN BY: CH
JOB #: 2022-322-01-035
CLIENT CODE: TTDC

SHEET NO.

1

1 OF 2

ILLUSTRATION TO EXHIBIT A



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE
ATTACHED LEGAL DESCRIPTION.

FILEPATH: M:\2022-322-01-035 TTDC\03_TECHNICAL-CAD\01_SURVEY DRAWINGS IN-PROGRESS\TTDC-ESMT.DWG LAYOUT: EXH (2)
PLOTTER: TUE 01/03/23 12:08:33P BY: CHARTOG

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 12/29/2022	
DATE	REVISION COMMENTS

**PARKER WATER &
SANITATION DISTRICT
TEMP. CONSTRUCTION EASEMENT
ILLUSTRATION**

SURVEY SYSTEMS
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A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

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CLIENT CODE: TTDC
SHEET NO:
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2 OF 2