

TOWN OF PARKER COUNCIL AGENDA

April 3, 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 does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

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. 4:30 P.M. – Call to Order Town Council Meeting and Roll Call
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. 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.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. 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 - March 20, 2023*

- B. *ORDINANCE NO. 9.334.2 - First Reading*
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04B Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: April 17, 2023

- C. *ORDINANCE NO. 13.110 - First Reading*
A Bill for an Ordinance Accepting a Petition for the Organization of a General Improvement District in the Town of Parker, Colorado, to be Known as the Town of Parker My Mainstreet General Improvement District; Declaring the Necessity of the Formation of the District; Establishing and Creating the District; and Providing Other Details Relating Thereto
Department: Town Attorney, Kristin Hoffmann
Second Reading: April 17, 2023
- D. *RESOLUTION NO. 23-017*
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions
Department: Cultural, Carrie Glassburn
- E. *RESOLUTION NO. 23-023*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Koffmann Properties, LLC, for a Portion of Lot 1, Bridgeside Subdivision
Department: Engineering and Public Works, Nathan Klass
- F. *RESOLUTION NO. 23-024*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Twin Creeks, LLC, for a Portion of Lot 2, Tallman Place Subdivision Filing No. 1
Department: Engineering and Public Works, Nathan Klass
- G. *Tanterra Acceptance of Easements*
Department: Engineering and Public Works, Alex Mestdagh
1. *RESOLUTION NO. 23-025*
A Resolution Accepting the Conveyance of Real Property from North Parker Investments, LLC, (Slope Easement) for Chambers Road, Great Plain Way, and Tammy Lane North of Great Plain Way
 2. *RESOLUTION NO. 23-026*
A Resolution to Accepting the Conveyance of Real Property from North Parker Investments, LLC, (Slope Easement) for the West Side of Chambers Road from Hess Road to Stroh Road
 3. *RESOLUTION NO. 23-027*
A Resolution Accepting the Conveyance of Real Property from Cherry Creek South Metropolitan District No. 4 (Slope Easement) for Hess Road East of Tammy Lane
 4. *RESOLUTION NO. 23-028*
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Great Plain Way
 5. *RESOLUTION NO. 23-029*
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Oak Gulch

6. *RESOLUTION NO. 23-030
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Pedestrian Underpass*
7. *RESOLUTION NO. 23-031
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch West of Tammy Lane*
8. *RESOLUTION NO. 23-032
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch East of Chambers Road*
9. *RESOLUTION NO. 23-033
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch West of Chambers Road*
10. *RESOLUTION NO. 23-034
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the North Side of Great Plain Way*
11. *RESOLUTION NO. 23-035
A Resolution Accepting the Conveyance of a Drainage Easement from Cherry Creek South Metropolitan District No. 4 for Oak Gulch East of Tammy Lane*
12. *RESOLUTION NO. 23-036
A Resolution Accepting the Conveyance of a Drainage Easement from Cherry Creek South Metropolitan District No. 4 for Tanterra Filing No. 2*

H. CONTRACTS OVER \$100,000

1. *Construction Management Contract for Pikes Peak Drive Sidewalk Improvements Project (CIP22-041-CM)*
Amount: \$307,695
Contractor: EST, Inc.
Department: Engineering and Public Works, Bob Exstrom
2. *Rowley Downs Trail Project (CIP22-037-CI)*
Amount: \$379,640
Contractor: Alpine Civil Construction, Inc.
Department: Engineering and Public Works, Nathan Klass
3. *Contract Amendment for O'Brien Park Streetscape Construction Documents*
Amount: \$140,996
Contractor: PCS Group, Inc.
Department: Parks, Recreation and Open Space, Brett Collins

I. PROCLAMATION - National Donate Life Month - Donor Alliance

5. PUBLIC HEARINGS

A. GLADYS O'BRIEN HOUSE MDP (*Continued from February 6, 2023 and 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

6. CONTRACTS OVER \$500,000

A. Construction Contract for Pikes Peak Drive Sidewalk Improvements Project

Amount: \$2,240,061.05
Contractor: Elite Surface Infrastructure
Department: Engineering and Public Works, Bob Exstrom

B. Final Design Contract for Jordan-Newlin Improvements

Amount: \$584,109
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Patrick Burke

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT

Executive Session Agenda

April 3, 2023

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

1. American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts

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

2. Tax and Fee Assistance Program Agreement (TAP) for a business proposed to be located at Jordan Road and Parker House Road

3. Negotiations related to the proposed Annexation Agreement between the Town and the Denver Pope Family Limited Partnership concerning the real property, commonly known as the Pope property, generally located adjacent to and west of the Kohl’s Shopping Center

4. Presiding Municipal Judge vacancy

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

5. Town Attorney evaluation

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 20, 2023**

Mayor Jeff Toborg called the meeting to order at 5:30 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)(b), the first item was concerning the Development and Financing Agreement between the Town, the Parker Authority for Reinvestment, and CD-Parker, LLC, dated November 7, 2022/the organization of a general improvement district under Colo. Rev. Stat. Section 31-25-601, et seq., The second item was regarding the proposed involuntary acquisition of right-of-way and easements for the North Parker Road Operational Improvements. Under C.R.S. § 24-6-402(4)(e), the third item was regarding right-of-way and Town-owned property located adjacent to 19553 East Mainstreet.

EXECUTIVE SESSION

Anne Barrington moved and Brandi Wilks seconded to go into Executive Session at 5:31 p.m. to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and 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).

The motion was approved unanimously.

Kristin Hoffmann advised it was previously determined that Joshua Rivero had a conflict of interest on Item 3, and he left the Executive Session at 5:52 p.m.

Laura Hefta moved and Anne Barrington seconded to come out of Executive Session at 6:05 p.m.

The motion was approved unanimously.

Brandi Wilks moved and Laura Hefta 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. All Councilmembers were present.

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

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 - March 6, 2023*
- B. *RESOLUTION NO. 23-018*
A Resolution Accepting the Conveyance of an Exclusive Drainage Easement from Denver Pope Family Limited Partnership for the Cherry Creek Channel Improvements
Department: Engineering and Public Works, Chris Hudson
- C. *RESOLUTION NO. 23-020*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Crowfoot Valley, LLC, for a Portion of Lots 1 & 2, Vettters Pikes Peak Subdivision Filing No. 1
Department: Engineering and Public Works, Nathan Klass
- D. *RESOLUTION NO. 23-021*
A Resolution to Approve the Teva, Allergen, Walmart, CVS, and Walgreens Participation Forms Concerning the Nationwide Opioid Settlement
Department: Town Attorney, Jamie Wynn
- E. *CONTRACTS OVER \$100,000*
1. *Rueter-Hess Recreation Authority Annual Payment*
Amount: \$210,000
Contractor: Reuter-Hess Recreation Authority
Department: Parks, Recreation and Open Space, Mary Colton
2. *Parker Road (SH83) Multi-Use Trail (West Side) (CIP21-017) – Contract Modification*
Amount: \$100,000 Addition for a Revised Contract Amount of \$2,329,537.20
Contractor: Rumler Civil Construction, Inc.
Department: Engineering and Public Works, Tom Gill

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

Amount: \$50,000 Addition for a Revised Contract Amount of \$234,685

Contractor: Fellsburg Holt & Ullevig

Department: Engineering and Public Works, Tom Gill

4. *2023 Townwide Resurfacing Program (CIP 23-002)*

Amount: \$2,185,392.90

Contractor: Brannon Sand & Gravel

Department: Engineering and Public Works, Jim Gilbert

5. *2023 Townwide Preservation Program (CIP23-003)*

Amount: \$2,277,197.47

Contractor: Vance Brothers, Inc

Department: Engineering and Public Works, Jim Gilbert

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

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.

PUBLIC HEARINGS

ORDINANCE NO. 1.567.1 - Second Reading

A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey

Mayor Toborg opened the public hearing at 7:05 p.m.

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

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They

include multi-year capital projects for which the full project cost is budgeted in the first year. Supplemental amendments consist of additional or new appropriation requests that were not anticipated at the time the budget was developed.

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

Supplemental expenditures total \$1,219,515; carryover expenditures total \$40,078,293; and supplemental revenues total \$559,191. The net revision to the budget totals \$40,738,617.

Public Comments: None.

Mayor Toborg closed the public hearing at 7:10 p.m.

Brandi Wilks moved to approve Ordinance No. 1.567.1 on second reading.

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.

ORDINANCES

ORDINANCE NO. 9.356 - Second Reading

A Bill for an Ordinance to Approve the 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 By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock

**Department: Parks, Recreation and Open Space, Mary Colton
Town Attorney, Kelsey Hall**

The Rueter-Hess Recreation Authority desires to transition the coordination of administrative recreational functions at the Rueter-Hess Reservoir, including scheduling, programming day-to-day operations, trail maintenance and patrol, by terminating the existing intergovernmental agreement governing the Reservoir's management and entering into a new intergovernmental

agreement that names Douglas County as the Managing Jurisdiction. This new intergovernmental agreement dissolves the current Rueter-Hess Recreation Authority and replaces it with an Advisory Board.

Public Comments: None.

Anne Barrington moved to approve Ordinance No. 9.356 on second reading.

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.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 7:20 p.m.

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.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: April 3, 2023

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.334.2 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04B Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk
Second April 17, 2023
Reading:

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCB WQA) previously executed an intergovernmental agreement (IGA) to design and permit improvements to Cherry Creek at Dransfeldt Road adjacent to Flat Acres Farms. It is anticipated that design and permitting of these improvements will be completed in the fall of this year. The Town, MHFD, and CCB WQA would like to proceed with amending this IGA to provide funding for construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, the MHFD, and the CCB WQA have partnered previously to design and construct several major drainage projects within the Cherry Creek corridor. This reach of Cherry Creek adjacent to Dransfeldt Road and Flat Acres Farms has been identified as unstable with various locations of bank and bed erosion, in addition to requiring a realignment of the stream and some utilities to accommodate a future roadway crossing of Dransfeldt Road. A preliminary design for several reaches of Cherry Creek, including this project, was completed in 2017. Final design and permitting efforts for this project were initiated in 2021 with the initial execution of this IGA. This amendment to the IGA is intended to fund the construction of this project, which is anticipated to begin upon receiving final permits in 2023.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan

and is included within the 2023 budget approved by Town Council. A preliminary design was completed under a 2017 IGA with the MHFD and CCB WQA, and final design was funded in 2021 under the original execution of the IGA. The Town, MHFD and CCB WQA will provide additional funding for construction of the project as shown below:

Previous Contributions:

Town of Parker	\$2,750,000.00
MHFD	\$360,000.00
CCB WQA	\$230,000.00

Contributions - this IGA

Amendment

Town of Parker	\$2,500,000.00
MHFD	\$700,000.00
CCB WQA	\$570,000.00
MHFD Special Funds	\$164,031.06
Transfer	

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. MHFD Vicinity Map
2. Ordinance No. 9.334.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.334.2 on first reading and to schedule second reading for April 17, 2023, as part of the consent agenda.



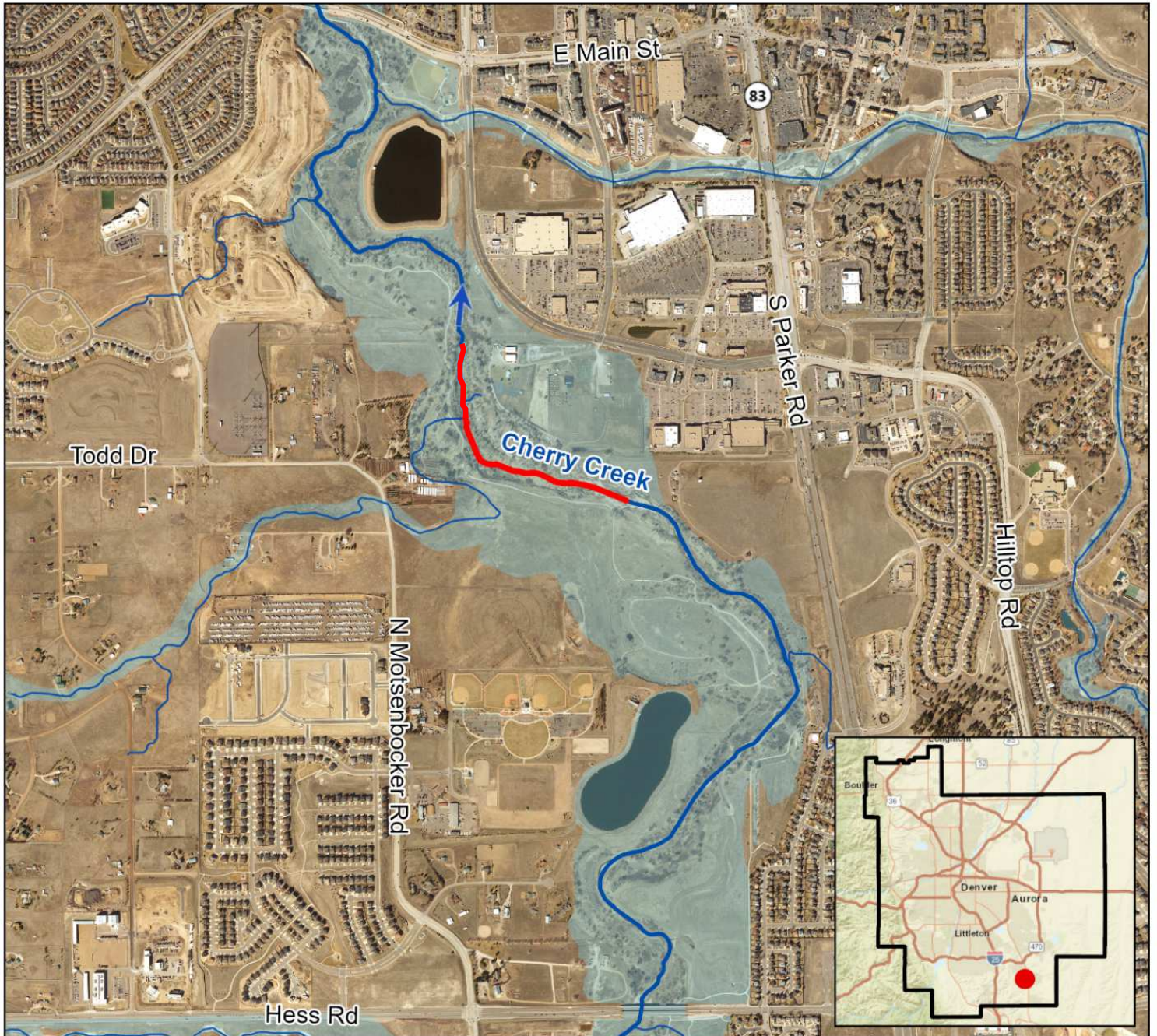
Cherry Creek at Dransfeldt



0 0.13 0.25 Miles

— Project Limits Floodplain ↑ Flow Direction

Updated 03/04/2021



ORDINANCE NO. 9.334.2, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE SECOND AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD (AGREEMENT NO. 21-05.04B PROJECT NO. 108515) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, THE TOWN OF PARKER, AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04B Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker and Cherry Creek Basin Water Quality Authority, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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 AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD TOWN OF PARKER

Agreement No. 21-05.04B
Project No. 108515

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter called "SECOND AMENDMENT"), 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 CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road" (Agreement No. 21- 05.04) dated June 23, 2021, as amended by First Amendment dated October 13, 2022, (hereinafter collectively called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Cherry Creek at Dransfeldt Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$3,934,031.06 which includes a transfer of \$10,361.40 from Twenty Mile Detention, Agreement 99-04.01 as Amended, a transfer of \$3,286.39 from Crown Point Detention on Cottonwood Creek at E-470 Agreement 15-02.04, a transfer of \$49,179.47 from Cherry Creek at Norton Farms Agreement 13-01.40 as Amended, a transfer of \$101,203.80 from Cherry Creek at Hess Road Agreement 10-10.05 as Amended, and an additional contribution of \$3,770,000.00 in new capital funds; and

WHEREAS, Douglas County was party to the Cherry Creek at Hess Road Agreement 10-10.05 as amended but Douglas County is not Party to this Agreement. The Douglas County share of the remaining funds is not being transferred to the PROJECT and shall be refunded to Douglas County.

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 10, Series of 2023 and Resolution No. ____, Series of 2023); and

WHEREAS, the Town Council of TOWN, Board of Directors of CCBWQA, and Board of Directors of DISTRICT have authorized, by appropriation or resolution their respective shares of the PROJECT costs as defined in paragraph 4.C below.

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$7,274,031.06 without amendment to this AGREEMENT. PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 800,000.00	\$ 440,000
2. Construction	\$ 6,224,031.06	\$ 2,850,000
3. Contingency	\$ 250,000.00	\$ 50,000
Grand Total	\$ 7,274,031.06	\$ 3,340,000

- C. At the request of TOWN and CCBWQA, the following MHFD, TOWN and CCBWQA funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Project Name	Twenty Mile Detention	Crown Pont Detention	Cherry Creek at Norton Farms	Cherry Creek at Hess Road	Totals
Account No	4104	5302	5614	5608	
Agreement No	99-04.01 A	15-02.04	13-01.40 C	10-10.05 C	
Total Amount	\$10,361.40	\$3286.39	\$49,179.47	\$104,215.63	
Agreement DISTRICT %	50.00%	50.00%	50.00%	48.55%	
DISTRICT \$	\$5,180.70	\$1,643.19	\$24,589.74	\$50,596.69	\$82,010.32
Agreement TOWN %	50.00%	50.00%	27.60%	23.56%	
TOWN \$	\$5,180.70	\$1,643.20	\$13,573.53	\$24,553.20	\$44,950.63
Agreement CCBWQA %	0.00%	0.00%	22.40%	25.00%	
CCBWQA \$	\$-	\$-	\$11,016.20	\$26,053.91	\$37,070.11
Agreement Douglas County %	0%	0%	0%	2.89%	
Douglas County \$	-	-	-	\$ 3,011.83**	**
Total Special Funds Transfer					\$ 164,031.06

** Douglas County share of Cherry Creek at Hess Road Agreement 10-10.05 as amended is not part of the Special Fund Transfer and is reflected for transparency only. Douglas County share of funds will be refunded by DISTRICT.

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each PARTY shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Special Funds Transfer</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	15.70%	\$360,000	\$ 82,010.32	\$700,000	\$1,142,010.32
TOWN	72.79%	\$2,750,000	\$ 44,950.63	\$2,500,000	\$5,294,950.63
CCBWQA	11.51%	\$230,000	\$37,070.11	\$570,000	\$837,070.11
TOTAL	100.00%	\$3,340,000	\$ 164,031.06	\$3,770,000	\$7,274,031.06

- E. DISTRICT Acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$837,070.11 without CCBWQA's prior express written consent.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's 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.

Payment of the balance of each PARTY's full share (TOWN - \$5,294,950.63; CCBWQA - \$837,070.11; DISTRICT - \$1,142,010.32) shall, to the extent not already paid, be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.
WHEREFORE, PARTIES hereto have caused this SECOND 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

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Date _____

Town Clerk's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

CCBWQA Checked by

By_____

Name_ Joshua Rivero _____

Title_ CCBWQA Chairman _____

Date_____

Attest: John McCarty, CCBWQA Secretary

APPROVED AS TO FORM:

Timothy J. Flynn, General Counsel for CCBWQA



Request for Town Council Action

Date: April 3, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 13.110 - First Reading**
A Bill for an Ordinance Accepting a Petition for the Organization of a General Improvement District in the Town of Parker, Colorado, to be Known as the Town of Parker My Mainstreet General Improvement District; Declaring the Necessity of the Formation of the District; Establishing and Creating the District; and Providing Other Details Relating Thereto
Department: Town Attorney, Kristin Hoffmann
Second April 17, 2023
Reading:

EXECUTIVE SUMMARY

On November 7, 2022, the Town Council approved the Development and Financing Agreement (the “Development Agreement”) between the Town, the Parker Authority for Reinvestment (“PAR”), and CD-Parker, LLC (the “Developer”). On March 1, 2023, the Developer filed a petition (the “Petition”) for the organization of a general improvement district (the “GID”), as required by the Development Agreement . If the Town Council does not approve the organization of the GID by June 19, 2023, the Developer may terminate the Development Agreement. The purpose of this agenda item is for Town Council to consider the approval of the ordinance that is necessary for the organization of the GID.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 7, 2022, the Town, PAR, and the Developer entered into the Development Agreement. The Development Agreement requires the organization and operation of a general improvement district to finance a portion of the project described in that Agreement.

On March 1, 2023, the Developer filed the Petition with the Town for the organization of the GID. The Petition was signed by the Developer as the 100% owner of the taxable surface estate that consists of the EastMain parcel. The other five (5) My Mainstreet parcels may be added to the GID in the future, when those parcels are ready for development. The Petition requests that the Town Council accept the Petition and to take all steps and procedures required by law for the organization of the “Town of Parker My Mainstreet General Improvement District.” The Petition further requests that the Town Council waive all the state law requirements for notice,

publication, hearing and election, as well as the bond associated with the organization of the GID.

Under state law, the Town Council is authorized to waive the notice, publication, and hearing for the organization of the GID, as well as the election and bond requirements, if a petition is submitted that is signed by 100% of the owners of the taxable property that is the subject of the petition. Here, the Developer submitted a petition to organize the GID, which was signed by the owner of 100% of the taxable surface estate for the EastMain parcel.

Under the Development Agreement, the Town Council has until June 19, 2023, to approve the ordinance that will organize the GID (the “GID Ordinance”). If the GID Ordinance is not approved by the Town Council by this deadline, the Developer may terminate the Development Agreement.

Under the GID Ordinance, the Town Council will (1) accept the Petition; (2) waive all requirements for notice, publication, hearing, election and organizational bond; (3) declare the GID organized, to be known as the Town of Parker My Mainstreet General Improvement District; and (4) establish the boundaries of the GID to be the EastMain parcel. If the Town Council adopts the GID Ordinance, the Town Clerk will record the GID Ordinance with the Douglas County Clerk and Recorder’s Office within thirty (30) days of adoption.

Under state law, the Town Council “shall constitute ex officio the board of directors” (the “Board”). The ex officio presiding officer is the Mayor., the ex officio secretary is the Town Clerk, and the ex officio treasurer is the Finance Director.

If Town Council approves the GID Ordinance, the Board will convene separate Board meetings, in much the same manner as PAR, to handle the business of the GID. Under the Development Agreement, the Board will need to convene a meeting on or before July 17, 2023, to call a special election for November 7, 2023, regarding the imposition of an additional ad valorem tax not to exceed 45 mills on the surface estate of the real property contained within the GID (the “Mill Levy Cap”). The purpose of the Mill Levy Cap is to finance a portion of the project described in the Development Agreement. The Town Clerk is recommending that the election be conducted as a mail ballot election under the Municipal Election Code.

FINANCIAL IMPACT

The revenue generated by the Mill Levy Cap will be used to cover the costs associated with the operation of the GID.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 13.110

RECOMMENDED MOTION

I move to approve Ordinance No. 13.110 on first reading and to schedule second reading for April 17, 2023, as part of the consent agenda.

ORDINANCE NO. 13.110, Series of 2023

TITLE: A BILL FOR AN ORDINANCE ACCEPTING A PETITION FOR THE ORGANIZATION OF A GENERAL IMPROVEMENT DISTRICT IN THE TOWN OF PARKER, COLORADO, TO BE KNOWN AS THE TOWN OF PARKER MY MAINSTREET GENERAL IMPROVEMENT DISTRICT; DECLARING THE NECESSITY OF THE FORMATION OF THE DISTRICT; ESTABLISHING AND CREATING THE DISTRICT; AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the Town of Parker, in the County of Douglas and State of Colorado (the "Town") is a municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the Town's Home Rule Charter (the "Charter");

WHEREAS, the members of the Town Council have been duly elected or appointed and qualified;

WHEREAS, the Town and CD-Parker, LLC (the "Developer"), negotiated the development of mixed-use development project within the Town expected to include residential units, retail and office space, and parking (the "Project"), as described in the Development and Financing Agreement between the Town, the Parker Authority for Reinvestment, and CD-Parker, LLC, dated November 7, 2022, and recorded at Reception No. 2022071737 of the Douglas County Clerk and Recorder's Office (the "Development Agreement");

WHEREAS, it has been determined by the Developer, who owns or will own 100% of the taxable surface estate of the real property within the development area described in the Development Agreement, that it would be beneficial to create a general improvement district to finance a portion of the cost of the construction and ongoing operation and maintenance of the Project;

WHEREAS, the Developer has filed a Petition for the organization of a general improvement district in the Town of Parker, Colorado (the "Petition"), with the Town Clerk of the Town;

WHEREAS, the Petition has been reviewed by the Town Clerk;

WHEREAS, the Petition has been signed by the Developer, who is the owner of one hundred percent of the taxable surface estate of the real property to be included in the proposed district, and contains a request, pursuant to C.R.S. § 31-25-607(3.5), Colorado Revised Statutes, for waiver of all requirements for notice, publication and a hearing set forth in C.R.S. §§ 31-25-606 and 31-25-607, and of the organizational bond set forth in C.R.S. § 31-25-605;

WHEREAS, the Board of Directors of the proposed district (the "Board") anticipates referring ballot measures to the voters of the proposed District at a November 7, 2023, mail ballot election ballot in accordance with Article X, Section 20 of the Colorado Constitution; and

WHEREAS, such ballot measures must be referred to the ballot at the meeting of the Board anticipated to be held on or before July 3, 2023.

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

Section 1. **Findings and Determinations.** The Town Council hereby accepts the Petition for Organization of a General Improvement District in the Town of Parker, Colorado (the "Petition"), which requests the formation of a general improvement district to be known as "Town of Parker My Mainstreet General Improvement District." The Town Council hereby finds that the signatures on the Petition are genuine, that the Petition is signed by one hundred percent of the owners of taxable surface estate of the real property of the proposed district, and that the Petition contains a request for waiver of all requirements for notice, publication and a hearing set forth in C.R.S. §§ 31-25-606 and 31-26-607, and of the organizational bond set forth in C.R.S. § 31-25-605.

The Town Council does hereby determine that the proposed improvements and facilities do not duplicate or interfere with any municipal improvement already constructed or planned to be constructed within the limits of the proposed district. The Town Council finds that the creation of the district and proposed improvements therein will confer a general benefit on the district and that the costs of the improvements will not be excessive as compared with the value of the property in the district. The Town Council hereby finds, determines and declares that the organization of the district will serve a public use and will promote the health, prosperity, security and general welfare of the inhabitants of the Town and the district. The Council hereby determines to grant such request for waiver and finds that the allegations of the Petition are true and that the district should be established.

Section 2. **Establishment of District.** It appearing that the Petition has been duly signed and presented in conformity with Colorado law and that the allegations of the Petition are true, the Town Council, by this ordinance, hereby finds that it has full jurisdiction under the law to adopt this ordinance, that the district for which the Petition has been filed is hereby declared organized, and that the district shall be known as the Town of Parker My Mainstreet General Improvement District (the "District"), by which, in all proceedings, it shall hereafter be known. The District shall be a public or quasi-municipal subdivision of the State of Colorado and a body corporate with the limited proprietary powers set forth in Part 6, Article 25, Title 31, Colorado Revised Statutes.

Section 3. **District Boundaries.** The District is located entirely within the boundaries of the Town and the legal description of the District boundaries is set forth in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 4. **District Improvements and Services.** A general description of the improvements to be acquired, constructed and installed within the District and the services to be provided as a part of the Project are as follows:

IMPROVEMENTS generally to be acquired, constructed, installed, operated, and/or maintained may include, but are not limited to, improvements relating to utility infrastructure

(including water, sewer, gas, electric, fiber telecommunications, and the like), life-safety improvements, accessibility improvements, beautification, roadway construction, sidewalks, landscaping and lighting within or adjacent to rights-of-way, demolition and construction of public plaza(s), public art, and other similar public improvements.

SERVICES generally to be provided may include, but are not limited to, planning, engineering, building, constructing, operating and maintaining the Improvements.

Section 5. Filing of Ordinance. Within thirty days after Town Council action on this ordinance, the Town Clerk shall transmit to the County Clerk and Recorder of Douglas County a copy of this ordinance.

Section 6. Ordinance Conclusive. This ordinance shall finally and conclusively establish the regular organization of the District against all persons unless an action attacking the validity of the organization is commenced in a court of competent jurisdiction within thirty days after the adoption of this ordinance. Thereafter, any such action shall be perpetually barred.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 8. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 9. This Ordinance shall become effective ten (10) days after final publication.

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

Surface Estate of Lot 4, Mainstreet and Pine Marketplace 4th Amendment, County of Douglas,
State of Colorado

STATE OF COLORADO)
)
COUNTY OF DOUGLAS)
)
TOWN OF PARKER)

I, Chris Vanderpool, the duly elected, qualified and acting Town Clerk of the Town of Parker (the “Town”) do hereby certify:

1. That the foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) adopted by the Town Council (the “Council”) at a regular meeting of the Council held at the Town Hall on April 17, 2023.

2. The passage of the Ordinance on first reading on April 3, 2023, was duly moved and seconded, and the Ordinance was approved by vote of a ___ to ___ of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Anne Barrington				
John Diak				
Laura Hefta				
Todd Hendreks				
Josh Rivero				
Brandi Wilks				

3. The passage of the Ordinance on second and final reading was duly moved and seconded at a regular meeting of the Council on April 17, 2023, and the Ordinance was approved on second and final reading by vote of a ___ to ___ of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Anne Barrington				
John Diak				
Laura Hefta				
Todd Hendreks				
Josh Rivero				
Brandi Wilks				

4. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

5. The Ordinance has been signed by the Mayor, sealed with the corporate seal of the Town, attested by me as Town Clerk, and duly recorded in the books of the Town; and that the same remains of record in the book of records of the Town.

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance.

7. Notices of the meetings of April 3, 2023, and April 17, 2023, in the form attached hereto as **Exhibit 1**, were duly given to the Councilmembers and were posted on the Town of Parker website according to Resolution No. 23-001, no later than twenty-four hours prior to the meeting, as required by law.

8. The Ordinance was posted after first and second reading on the Town website along with a notice containing a summary of the subject matter and identifying the location where the Ordinance is available for public inspection. Such notice was posted not later than five (5) business days after the adoption and remained posted for thirty (30) days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town Clerk this _____ day of _____, 2023.

(SEAL)

Chris Vanderpool, Town Clerk

EXHIBIT 1
TOWN OF PARKER COUNCIL AGENDA
April 3, 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 does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

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. 4:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

- 2. 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.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. 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 - March 20, 2023***

- B. *ORDINANCE NO. 9.334.2 - First Reading***
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04B Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority

Department: Engineering and Public Works, Michael Grabczyk
Second Reading: April 17, 2023

- C. *ORDINANCE NO. 13.110 - First Reading*
A Bill for an Ordinance Accepting a Petition for the Organization of a General Improvement District in the Town of Parker, Colorado, to be Known as the Town of Parker My Mainstreet General Improvement District; Declaring the Necessity of the Formation of the District; Establishing and Creating the District; and Providing Other Details Relating Thereto
Department: Town Attorney, Kristin Hoffmann
Second Reading: April 17, 2023
- D. *RESOLUTION NO. 23-017*
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions
Department: Cultural, Carrie Glassburn
- E. *RESOLUTION NO. 23-023*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Koffmann Properties, LLC, for a Portion of Lot 1, Bridgeside Subdivision
Department: Engineering and Public Works, Nathan Klass
- F. *RESOLUTION NO. 23-024*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Twin Creeks, LLC, for a Portion of Lot 2, Tallman Place Subdivision Filing No. 1
Department: Engineering and Public Works, Nathan Klass
- G. *Tanterra Filing No. 1 Acceptance of Easements*
Department: Engineering and Public Works, Alex Mestdagh
1. *RESOLUTION NO. 23-025*
A Resolution Accepting the Conveyance of Real Property from North Parker Investments, LLC, (Slope Easement) for Chambers Road, Great Plain Way, and Tammy Lane North of Great Plain Way
 2. *RESOLUTION NO. 23-026*
A Resolution to Accepting the Conveyance of Real Property from North Parker Investments, LLC, (Slope Easement) for the West Side of Chambers Road from Hess Road to Stroh Road
 3. *RESOLUTION NO. 23-027*
A Resolution Accepting the Conveyance of Real Property from Cherry Creek South Metropolitan District No. 4 (Slope Easement) for Hess Road East of Tammy Lane
 4. *RESOLUTION NO. 23-028*
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Great Plain Way

5. *RESOLUTION NO. 23-029
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Oak Gulch*
6. *RESOLUTION NO. 23-030
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the West Side of Chambers Road at Pedestrian Underpass*
7. *RESOLUTION NO. 23-031
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch West of Tammy Lane*
8. *RESOLUTION NO. 23-032
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch East of Chambers Road*
9. *RESOLUTION NO. 23-033
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for Oak Gulch West of Chambers Road*
10. *RESOLUTION NO. 23-034
A Resolution Accepting the Conveyance of a Drainage Easement from North Parker Investments, LLC, for the North Side of Great Plain Way*
11. *RESOLUTION NO. 23-035
A Resolution Accepting the Conveyance of a Drainage Easement from Cherry Creek South Metropolitan District No. 4 for Oak Gulch East of Tammy Lane*
12. *RESOLUTION NO. 23-036
A Resolution Accepting the Conveyance of a Drainage Easement from Cherry Creek South Metropolitan District No. 4 for Tanterra Filing No. 2*

H. CONTRACTS OVER \$100,000

1. *Construction Management Contract for Pikes Peak Drive Sidewalk Improvements Project (CIP22-041-CM)*
Amount: \$307,695
Contractor: EST, Inc.
Department: Engineering and Public Works, Bob Exstrom
2. *Rowley Downs Trail Project CIP22-037-CI*
Amount: \$379,640
Contractor: Alpine Civil Construction, Inc.
Department: Engineering and Public Works, Nathan Klass

3. *Contract Amendment for O'Brien Park Streetscape Construction Documents*
Amount: \$140,996
Contractor: PCS Group, Inc.
Department: Parks, Recreation and Open Space, Brett Collins

I. *PROCLAMATION - National Donate Life Month - Donor Alliance*

5. **PUBLIC HEARINGS**

- A. **GLADYS O'BRIEN HOUSE MDP (Continued from February 6, 2023 and 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

6. **CONTRACTS OVER \$500,000**

- A. **Construction Contract for Pikes Peak Drive Sidewalk Improvements Project**
Amount: \$2,240,061.05
Contractor: Elite Surface Infrastructure
Department: Engineering and Public Works, Bob Exstrom
- B. **Final Design Contract for Jordan-Newlin Improvements**
Amount: \$584,109
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Patrick Burke

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**



Request for Town Council Action

Date: April 3, 2023
Submitted By: Denise Zoglmann, Deputy Cultural Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-017**
A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions
Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

Pursuant to Sections 9.08.010 and 12.02.200 of the Parker Municipal Code, the Town Council may designate park lands where the possession and consumption of alcoholic beverages are allowed. This resolution designates Discovery Park, subject to certain conditions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This Resolution allows alcohol possession and consumption (glass containers prohibited) between the hours of 4 p.m. and 9 p.m. on the following concert dates: June 1, June 15, June 22, June 29, July 6, July 13, July 20, and July 27, 2023.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 23-017

RECOMMENDED MOTION

Approve

RESOLUTION NO. 23-017, Series of 2023

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

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

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

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

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

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

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

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

b. Possession or consumption of alcoholic beverages shall only be allowed from 4:00 p.m. until 9:00 p.m. on the following dates: June 1, 2023; June 15, 2023; June 22, 2023; June 29, 2023; July 6, 2023; July 13, 2023; July 20, 2023; and July 27, 2023.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: April 3, 2023
Submitted By: Nathan Klass, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-023**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Koffmann Properties, LLC, for a Portion of Lot 1, Bridgeside Subdivision
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, Bridgeside Subdivision otherwise known as the Koffmann Properties LLC 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 Koffmann Properties LLC
2. Resolution No. 23-023

RECOMMENDED MOTION

I move to approve Resolution No. 23-023, as part of the consent agenda.

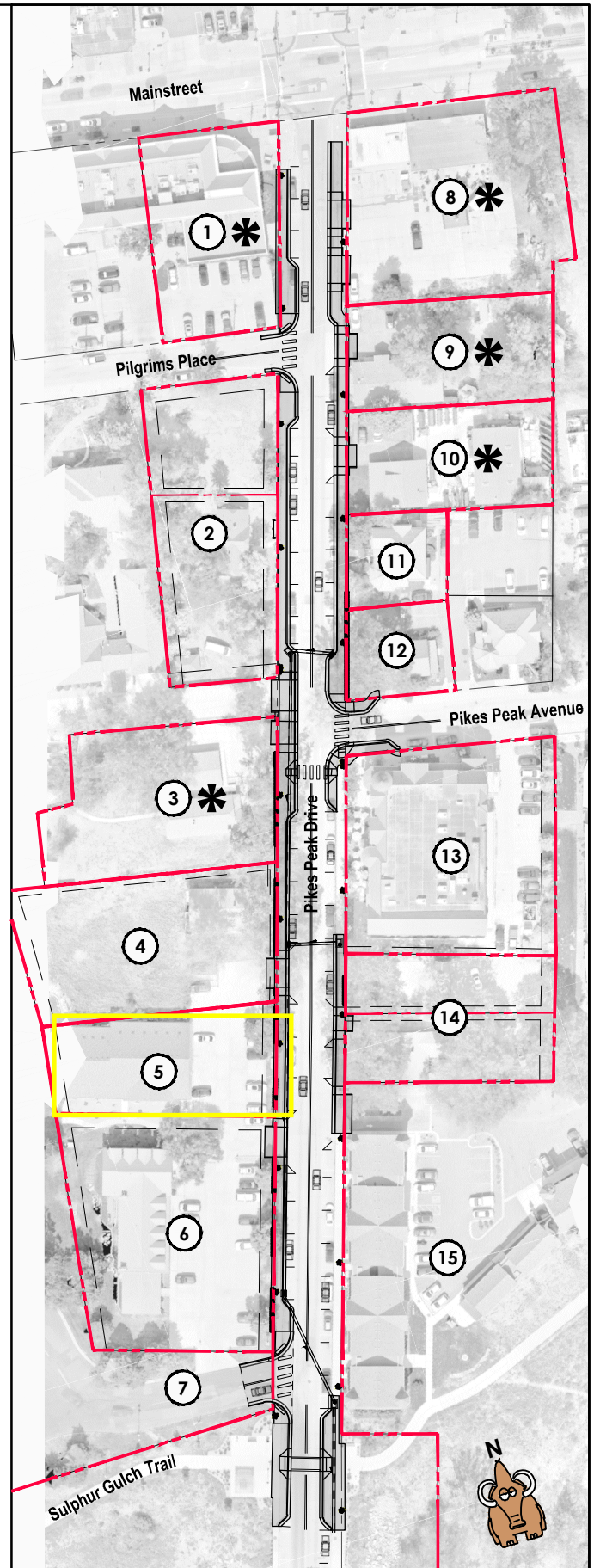
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- ① Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- ② Lamberton 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. 23-023, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT FROM KOFFMANN PROPERTIES, LLC, FOR A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk and pedestrian lighting from Koffmann Properties, LLC, for a Portion of Lot 1, Bridgeside Subdivision;

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 and pedestrian lighting from Koffmann Properties, LLC, for a Portion of Lot 1, Bridgeside Subdivision, as provided in the Public Sidewalk and Pedestrian Lighting 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 AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT (the "Easement Agreement") is made this 24 day of MARCH, 2023, between KOFFMANN PROPERTIES, LLC, a Colorado limited liability company, whose legal address is 11027 S. Pikes Peak Drive, #205, Parker, Colorado 80138 ("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 and pedestrian lighting, including the construction, maintenance, repair, removal and replacement of such sidewalk and pedestrian lighting, 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 and Lighting Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Lighting 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 and Lighting 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 and pedestrian lighting within the Sidewalk and Lighting 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 and Lighting Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk and pedestrian lighting.

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: KOFFMANN PROPERTIES, a
Colorado limited liability company


Alejandro J Koffmann [name, title]
Managing Director

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of MARCH,
2023 by ALEJANDRO KOFFMANN as MANAGING of Koffmann Properties LLC, a
Colorado limited liability company. DIRECTOR

My commission expires: January 28, 2024

(SEAL)

AMANDA ROSE MCCORMICK
Notary Public
State of Colorado
Notary ID # 20204003941
My Commission Expires 01-28-2024


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, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 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 SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET WESTERLY OF THE EASTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°43'25" EAST, A DISTANCE OF 74.68 FEET;
2. NORTH 17°05'25" EAST, A DISTANCE OF 8.73 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES:

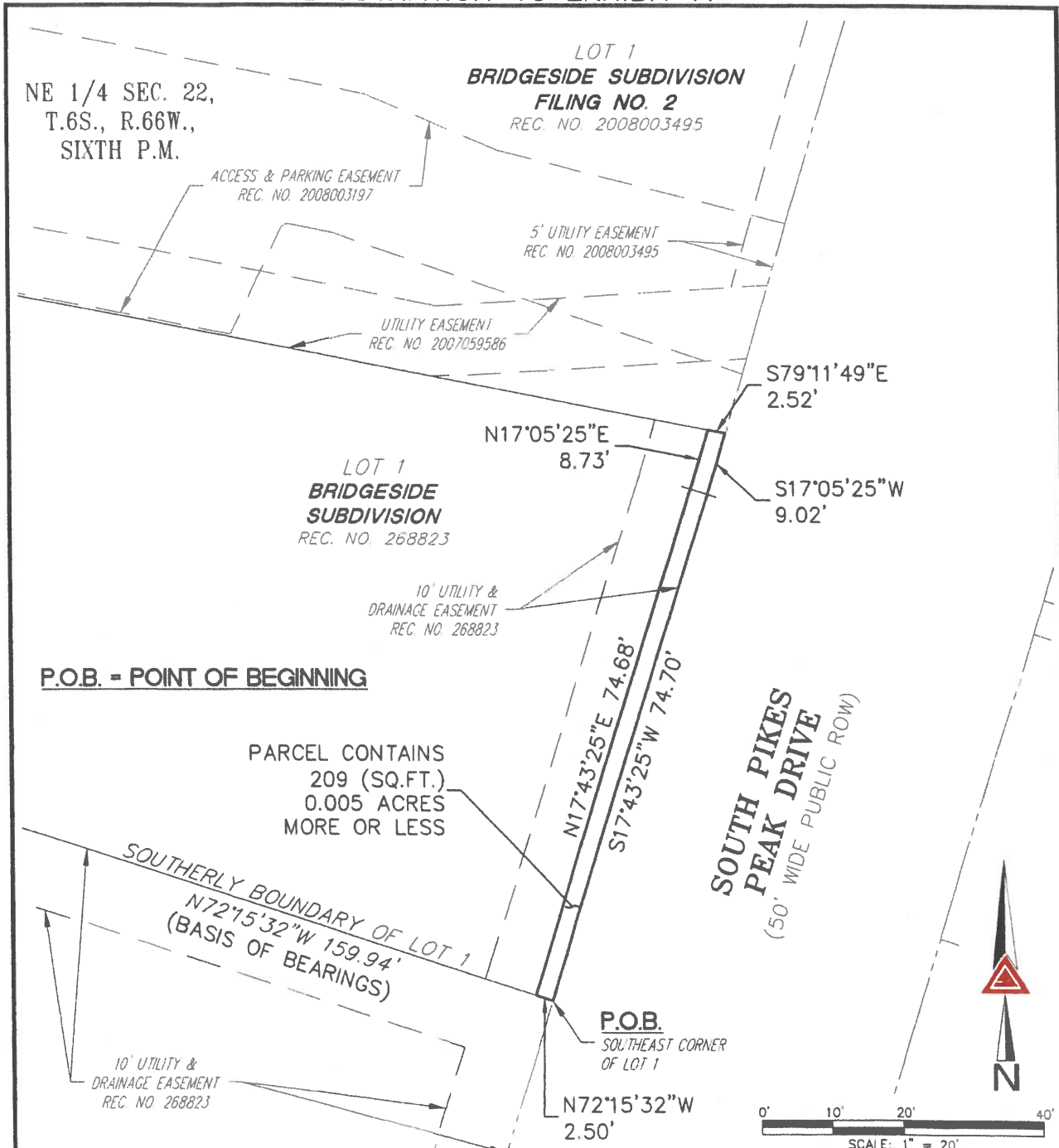
1. SOUTH 79°11'49" EAST, A DISTANCE OF 2.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
2. SOUTH 17°05'25" WEST, A DISTANCE OF 9.02 FEET;
3. SOUTH 17°43'25" WEST, A DISTANCE OF 74.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.005 ACRES, (209 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



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" = 20'



AZTEC
CONSULTANTS, INC.

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

2022-01-28 Lot 1, Bridgeside Sub - PE

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

LEGAL DESCRIPTION
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 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:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 74.66 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 8.27 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°11'49" EAST, A DISTANCE OF 4.02 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 8.73 FEET;

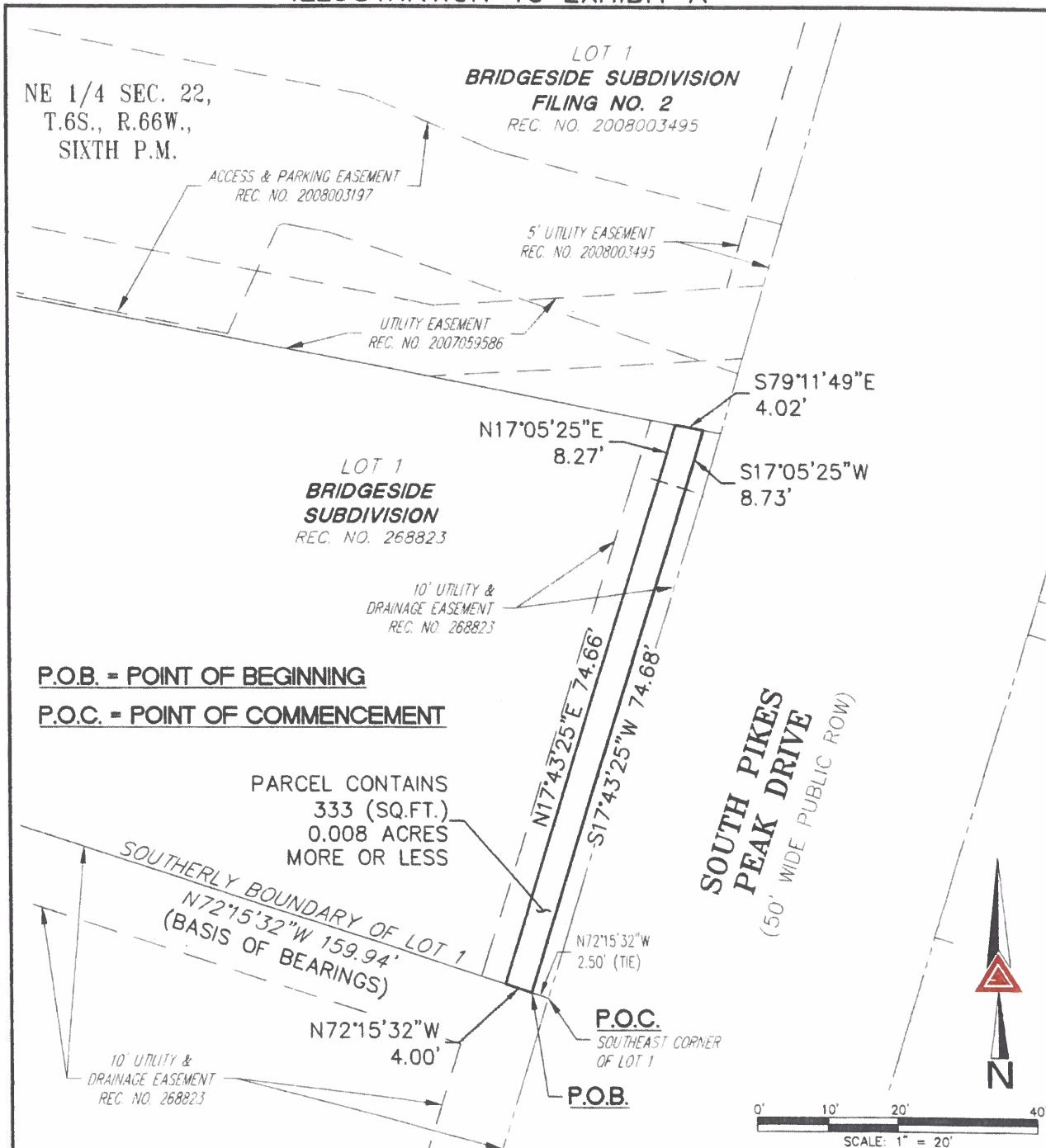
THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 74.68 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 0.008 ACRES, (333 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



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" = 20'



AZTEC
 CONSULTANTS INC.

2022-01-28 Lot 1, Bridgeside Sub - TCE

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

TEMP. CONST. 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: April 3, 2023

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-024**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Twin Creeks, LLC, for a Portion of Lot 2, Tallman Place Subdivision Filing No. 1

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 2, Tallman Place Subdivision Filing No. 1 otherwise known as the Twin Creeks LLC 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)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Vicinity Map Twin Creeks LLC Property
2. Resolution No. 23-024

RECOMMENDED MOTION

I move to approve Resolution No. 23-024, as part of the consent agenda.

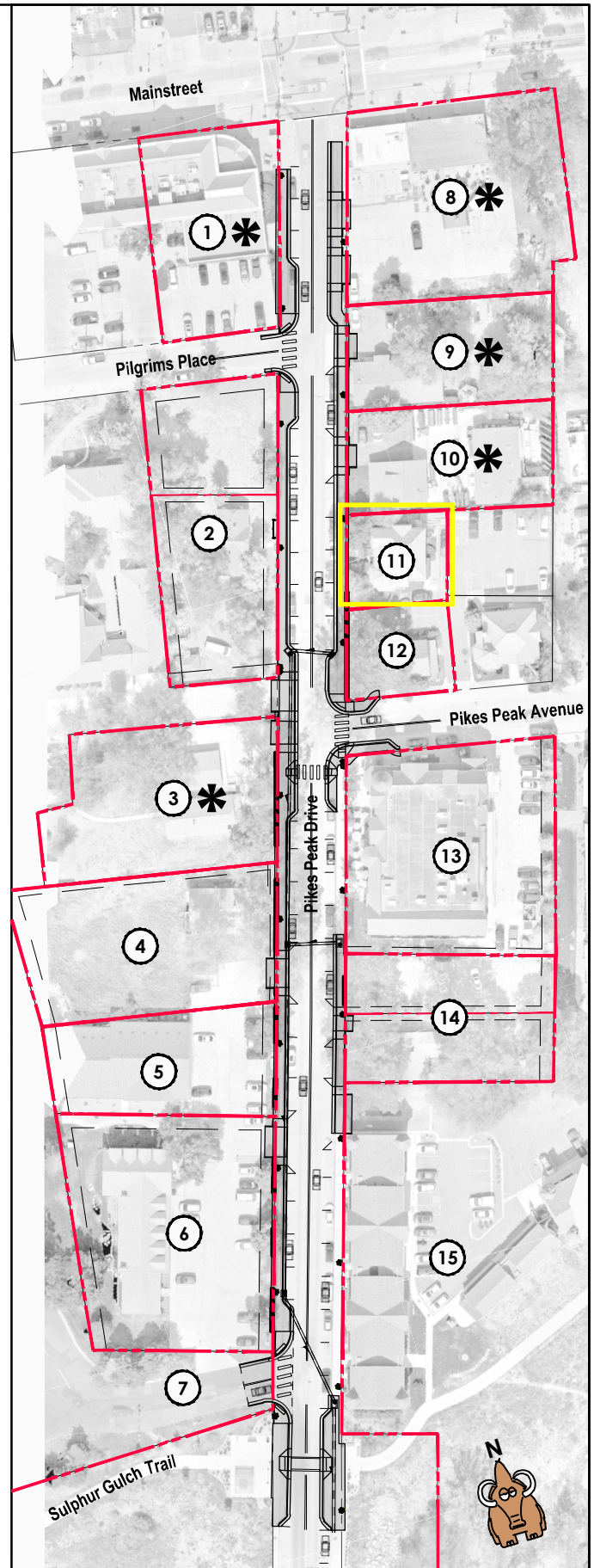
PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend



- ① Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- ② Lamberton 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. 23-024, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT FROM TWIN CREEKS, LLC, FOR A PORTION OF LOT 2, TALLMAN PLACE SUBDIVISION FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk and pedestrian lighting from Twin Creeks, LLC, for a Portion of Lot 2, Tallman Place Subdivision Filing No. 1;

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 and pedestrian lighting from Twin Creeks, LLC, for a Portion of Lot 2, Tallman Place Subdivision Filing No. 1, as provided in the Public Sidewalk and Pedestrian Lighting 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 AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT (the "Easement Agreement") is made this 30 day of January, 2022³ between TWIN CREEKS, LLC, a Colorado limited liability company, whose legal address is 10964 S. Pikes Peak Dr., 1st Floor, Parker, Colorado 80138 ("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 and pedestrian lighting, including the construction, maintenance, repair, removal and replacement of such sidewalk and pedestrian lighting, 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 and Lighting Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Lighting 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 and Lighting 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 and pedestrian lighting within the Sidewalk and Lighting 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 and Lighting Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk and pedestrian lighting.

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: TWIN CREEKS, LLC, a Colorado
limited liability company**

Deborah L. Scheffel
Deborah L. Scheffel [name, title], Grantor

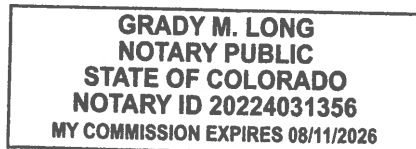
STATE OF Colorado)
) ss.
COUNTY OF Douglas)

2023 The foregoing instrument was acknowledged before me this 30th day of January, ~~2022~~, by Deborah L. Scheffel, as Grantor of Twin Creeks, LLC, a Colorado limited liability company.

My commission expires: 8/11/26

(S E A L)

Grady M. Long
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 2, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 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 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS SOUTH 75°45'13" EAST, A DISTANCE OF 73.49 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, SOUTH 75°45'13" EAST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 68.87 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

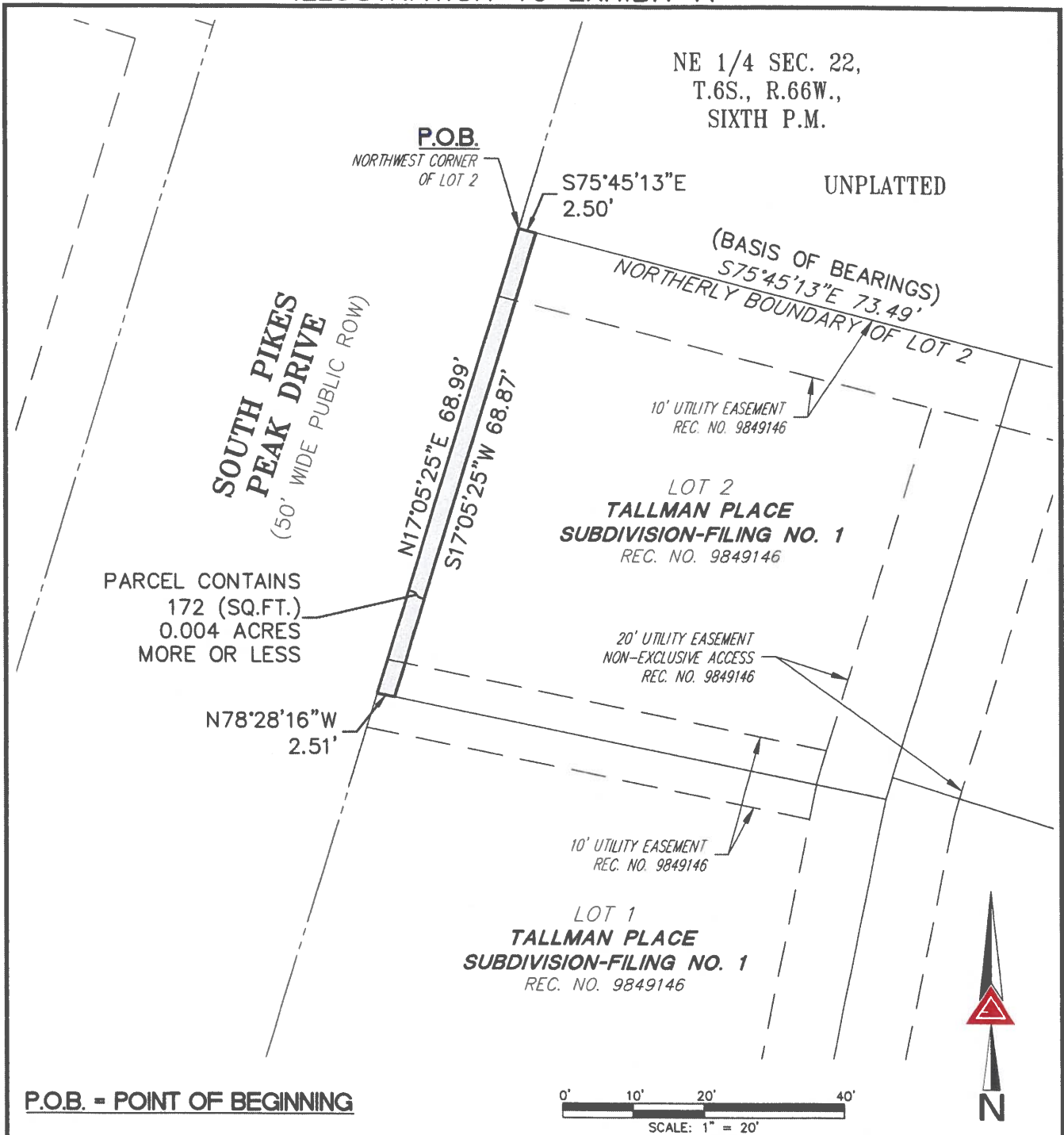
1. NORTH 78°28'16" WEST, A DISTANCE OF 2.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;
2. NORTH 17°05'25" EAST, A DISTANCE OF 68.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (172 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



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" = 20'



AZTEC
CONSULTANTS, INC.

2022-01-31 Lot 2, Tallman Place Sub F1 - 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: April 3, 2023
Submitted By: Alex Mestdag, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Tanterra Acceptance of Easements**
Department: **Engineering and Public Works, Alex Mestdag**

EXECUTIVE SUMMARY

This item contains twelve (12) resolutions accepting offsite drainage and slope easements related to the Tanterra Filing No. 1 development. These easements are necessary to allow for maintenance of drainage infrastructure and roadway slopes that will fall outside of platted right-of-way and easements associated with the development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff. The Town also requires that slope easements be dedicated over portions of roadway backslopes located outside of public right-of-way. The slope easements are necessary to ensure the stability of the roadway slopes and protect them from impacts.

The Engineering Department has reviewed and approved the construction drawings for the Tanterra Filing No. 1 development. Some of the proposed drainage infrastructure and roadway slopes are located within future segments of the Tanterra development that are not proposed to be platted at this time. Thus, easements must be dedicated over these areas by separate document.

This item contains twelve (12) separate resolutions accepting drainage or slope easements from two property owners, North Parker Investments and Cherry Creek South Metro District No. 4.

FINANCIAL IMPACT

These easements are being dedicated at no cost to the Town.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 23-025
3. Resolution No. 23-026
4. Resolution No. 23-027
5. Resolution No. 23-028
6. Resolution No. 23-029
7. Resolution No. 23-030
8. Resolution No. 23-031
9. Resolution No. 23-032
10. Resolution No. 23-033
11. Resolution No. 23-034
12. Resolution No. 23-035
13. Resolution No. 23-036

RECOMMENDED MOTION

I move to approve Resolution No. 23-025, as part of the consent agenda.

I move to approve Resolution No. 23-026, as part of the consent agenda.

I move to approve Resolution No. 23-027, as part of the consent agenda.

I move to approve Resolution No. 23-028, as part of the consent agenda.

I move to approve Resolution No. 23-029, as part of the consent agenda.

I move to approve Resolution No. 23-030, as part of the consent agenda.

I move to approve Resolution No. 23-031, as part of the consent agenda.

I move to approve Resolution No. 23-032, as part of the consent agenda.

I move to approve Resolution No. 23-033, as part of the consent agenda.

I move to approve Resolution No. 23-034, as part of the consent agenda.

I move to approve Resolution No. 23-035, as part of the consent agenda.

I move to approve Resolution No. 23-036, as part of the consent agenda.

RESOLUTION NO. 23-025, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM NORTH PARKER INVESTMENTS, LLC, (SLOPE EASEMENT) FOR CHAMBERS ROAD, GREAT PLAIN WAY, AND TAMMY LANE NORTH OF GREAT PLAIN WAY

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from North Parker Investments, LLC, for a slope easement for Chambers Road, Great Plain Way, and Tammy Lane North of Great Plain Way;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property for a slope easement, from North Parker Investments, LLC, as provided in the Slope Easement (Chambers Road, Great Plain Way, and Tammy Lane North of Great Plain Way) attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

SLOPE EASEMENT (Chambers Road, Great Plain Way, and Tammy Lane North of Great Plain Way)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between _____, whose legal address is NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, whose legal address is 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 (the "Grantor(s)"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property").

The purpose of this Slope Easement is to provide and maintain (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon the Easement Property to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

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

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

Grantor and Grantee agree that this Easement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of the roadway(s) that is created by this Easement.

2/10/2023

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

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

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

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

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

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

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

**GRANTOR: NORTH PARKER
INVESTMENTS, LLC, an Arizona limited
liability company**

By: Anthology Management L.L.C., an Arizona
limited liability company

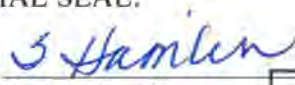
By: 
Scott A. Seldin, Sole Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

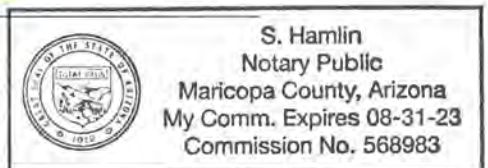
ATTEST:

The foregoing instrument was acknowledged before me this 15 day of March, 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: Aug 31 2023



TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION

GRADING EASEMENT

AN EASEMENT FOR GRADING PURPOSES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, AND THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP, IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 16°41'49" EAST, A DISTANCE OF 2716.52 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HESS ROAD, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2004088617, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING ONE HUNDRED TWENTY SEVEN (127) COURSES;

1. ALONG SAID SOUTH RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2945.00 FEET, A CENTRAL ANGLE OF 01°17'03", AN ARC LENGTH OF 66.01 FEET, THE CHORD OF WHICH BEARS NORTH 88°36'58" EAST, 66.01 FEET;
2. CONTINUING ON SAID SOUTH LINE, NORTH 89°15'27" EAST, A DISTANCE OF 628.59 FEET;
3. DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, SOUTH 86°30'36" EAST, A DISTANCE OF 203.24 FEET;
4. NORTH 89°15'27" EAST, A DISTANCE OF 218.09 FEET;
5. SOUTH 45°44'35" EAST, A DISTANCE OF 70.71 FEET;
6. SOUTH 00°44'37" EAST, A DISTANCE OF 121.86 FEET, TO A POINT OF CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 14°17'00" EAST, 257.53 FEET;
8. SOUTH 27°49'24" EAST, A DISTANCE OF 231.31 FEET, TO A POINT OF CURVATURE;
9. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 02°45'15" WEST, 478.18 FEET;
10. SOUTH 33°19'54" WEST, A DISTANCE OF 122.96 FEET, TO A POINT OF CURVATURE;
11. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 17°02'56" WEST, 333.93 FEET;
12. SOUTH 00°45'58" WEST, A DISTANCE OF 45.23 FEET, TO A POINT OF CURVATURE;
13. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 42°28'00" WEST, 26.61 FEET, TO A POINT OF CURVATURE;
14. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 71°17'34" WEST, 245.11 FEET;

15. SOUTH 58°25'04" WEST, A DISTANCE OF 356.83 FEET, TO A POINT OF CURVATURE;
16. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 89°12'39" WEST, 573.37 FEET;
17. NORTH 59°59'46" WEST, A DISTANCE OF 501.70 FEET, TO A POINT OF CURVATURE;
18. ALONG THE ARC OF A CURVE TO THE LEFT 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 NORTH 70°49'55" WEST, 221.83 FEET;
19. NORTH 81°40'04" WEST, A DISTANCE OF 264.36 FEET, TO A POINT OF CURVATURE;
20. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 88°57'56" WEST, 192.05 FEET;
21. SOUTH 79°35'56" WEST, A DISTANCE OF 480.79 FEET, TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE RIGHT 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 NORTH 89°50'00" WEST, 172.39 FEET;
23. NORTH 79°15'57" WEST, A DISTANCE OF 119.81 FEET, TO A POINT OF CURVATURE;
24. ALONG THE ARC OF A CURVE TO THE LEFT 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 NORTH 89°35'23" WEST, 197.13 FEET;
25. SOUTH 81°55'39" WEST, A DISTANCE OF 122.60 FEET;
26. SOUTH 72°48'29" WEST, A DISTANCE OF 179.64 FEET;
27. NORTH 63°03'20" WEST, A DISTANCE OF 41.57 FEET, TO A POINT OF CURVATURE;
28. ALONG THE ARC OF A CURVE TO THE LEFT 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 NORTH 20°43'19" WEST, 177.09 FEET;
29. NORTH 22°32'03" WEST, A DISTANCE OF 924.29 FEET, TO A POINT OF CURVATURE;
30. ALONG THE ARC OF A CURVE TO THE RIGHT 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 NORTH 16°42'05" WEST, 223.58 FEET;
31. NORTH 10°52'07" WEST, A DISTANCE OF 267.66 FEET;
32. NORTH 45°19'49" EAST, A DISTANCE OF 92.67 FEET;
33. NORTH 87°47'34" EAST, A DISTANCE OF 520.56 FEET;
34. SOUTH 41°16'38" WEST, A DISTANCE OF 90.72 FEET;
35. NORTH 88°34'58" WEST, A DISTANCE OF 153.72 FEET;
36. NORTH 78°17'49" WEST, A DISTANCE OF 136.11 FEET;
37. SOUTH 41°51'25" WEST, A DISTANCE OF 287.21 FEET;
38. SOUTH 22°00'52" EAST, A DISTANCE OF 67.25 FEET;

39. SOUTH 30°50'15" EAST, A DISTANCE OF 100.21 FEET;
40. NORTH 69°07'43" EAST, A DISTANCE OF 147.99 FEET;
41. NORTH 63°20'58" EAST, A DISTANCE OF 14.79 FEET;
42. NORTH 51°03'35" EAST, A DISTANCE OF 85.65 FEET;
43. NORTH 78°28'18" EAST, A DISTANCE OF 91.20 FEET;
44. SOUTH 83°41'53" EAST, A DISTANCE OF 101.31 FEET;
45. SOUTH 57°10'23" EAST, A DISTANCE OF 117.71 FEET;
46. SOUTH 47°28'50" EAST, A DISTANCE OF 69.55 FEET;
47. SOUTH 85°12'26" EAST, A DISTANCE OF 45.24 FEET;
48. SOUTH 70°47'25" EAST, A DISTANCE OF 154.42 FEET;
49. SOUTH 06°17'00" EAST, A DISTANCE OF 199.87 FEET;
50. SOUTH 49°12'17" WEST, A DISTANCE OF 95.80 FEET;
51. SOUTH 29°13'59" WEST, A DISTANCE OF 59.34 FEET;
52. SOUTH 45°00'58" WEST, A DISTANCE OF 58.35 FEET;
53. SOUTH 72°06'18" WEST, A DISTANCE OF 119.97 FEET;
54. NORTH 81°27'10" WEST, A DISTANCE OF 118.11 FEET;
55. NORTH 66°50'58" WEST, A DISTANCE OF 100.22 FEET;
56. SOUTH 32°07'27" WEST, A DISTANCE OF 120.42 FEET;
57. SOUTH 39°46'00" WEST, A DISTANCE OF 104.74 FEET;
58. SOUTH 32°21'06" EAST, A DISTANCE OF 97.94 FEET;
59. SOUTH 25°00'40" EAST, A DISTANCE OF 69.76 FEET;
60. SOUTH 19°23'00" EAST, A DISTANCE OF 73.28 FEET;
61. SOUTH 16°44'10" EAST, A DISTANCE OF 97.11 FEET;
62. SOUTH 15°44'48" EAST, A DISTANCE OF 83.04 FEET;
63. SOUTH 49°12'34" EAST, A DISTANCE OF 127.20 FEET;
64. SOUTH 11°43'52" EAST, A DISTANCE OF 45.26 FEET;
65. SOUTH 01°29'14" WEST, A DISTANCE OF 45.74 FEET;
66. SOUTH 14°58'49" WEST, A DISTANCE OF 31.97 FEET;
67. SOUTH 15°10'49" EAST, A DISTANCE OF 10.30 FEET;
68. NORTH 74°49'18" EAST, A DISTANCE OF 71.87 FEET;
69. NORTH 74°53'30" EAST, A DISTANCE OF 68.84 FEET;

70. NORTH 86°36'47" EAST, A DISTANCE OF 71.44 FEET;
71. NORTH 89°12'56" EAST, A DISTANCE OF 52.51 FEET;
72. NORTH 59°28'60" EAST, A DISTANCE OF 32.56 FEET;
73. NORTH 72°37'07" EAST, A DISTANCE OF 53.08 FEET;
74. NORTH 74°53'53" EAST, A DISTANCE OF 43.58 FEET;
75. SOUTH 57°29'02" EAST, A DISTANCE OF 57.24 FEET;
76. NORTH 80°32'33" EAST, A DISTANCE OF 53.41 FEET;
77. SOUTH 73°23'00" EAST, A DISTANCE OF 116.56 FEET;
78. NORTH 73°30'14" EAST, A DISTANCE OF 8.04 FEET;
79. NORTH 78°15'28" EAST, A DISTANCE OF 86.46 FEET;
80. NORTH 69°02'25" EAST, A DISTANCE OF 185.57 FEET;
81. NORTH 28°23'20" EAST, A DISTANCE OF 397.19 FEET;
82. SOUTH 74°10'20" EAST, A DISTANCE OF 100.00 FEET;
83. SOUTH 15°49'40" WEST, A DISTANCE OF 333.97 FEET;
84. SOUTH 61°06'37" EAST, A DISTANCE OF 37.14 FEET;
85. SOUTH 88°29'36" EAST, A DISTANCE OF 62.65 FEET;
86. NORTH 26°03'13" EAST, A DISTANCE OF 37.67 FEET;
87. SOUTH 87°41'57" EAST, A DISTANCE OF 100.60 FEET;
88. SOUTH 87°02'13" EAST, A DISTANCE OF 115.86 FEET;
89. NORTH 74°06'23" EAST, A DISTANCE OF 67.69 FEET;
90. SOUTH 88°18'58" EAST, A DISTANCE OF 53.57 FEET;
91. SOUTH 78°49'55" EAST, A DISTANCE OF 62.89 FEET;
92. SOUTH 84°44'16" EAST, A DISTANCE OF 134.90 FEET;
93. NORTH 78°22'20" EAST, A DISTANCE OF 92.36 FEET;
94. SOUTH 87°26'54" EAST, A DISTANCE OF 62.34 FEET;
95. SOUTH 65°10'55" EAST, A DISTANCE OF 58.64 FEET;
96. SOUTH 52°24'02" EAST, A DISTANCE OF 182.11 FEET;
97. SOUTH 58°10'33" EAST, A DISTANCE OF 131.02 FEET;
98. SOUTH 71°56'25" EAST, A DISTANCE OF 56.12 FEET;
99. SOUTH 54°35'22" EAST, A DISTANCE OF 251.75 FEET;
100. SOUTH 66°21'36" EAST, A DISTANCE OF 89.63 FEET;

101. SOUTH 83°08'23" EAST, A DISTANCE OF 161.44 FEET;
102. NORTH 87°47'55" EAST, A DISTANCE OF 96.36 FEET;
103. NORTH 79°18'28" EAST, A DISTANCE OF 133.92 FEET;
104. NORTH 53°41'04" EAST, A DISTANCE OF 147.66 FEET;
105. NORTH 41°58'45" EAST, A DISTANCE OF 120.82 FEET;
106. NORTH 57°26'22" EAST, A DISTANCE OF 67.06 FEET;
107. NORTH 73°32'53" EAST, A DISTANCE OF 123.38 FEET;
108. NORTH 74°43'28" EAST, A DISTANCE OF 137.80 FEET;
109. NORTH 38°15'13" EAST, A DISTANCE OF 76.28 FEET;
110. NORTH 07°45'33" EAST, A DISTANCE OF 164.28 FEET;
111. NORTH 28°48'19" EAST, A DISTANCE OF 169.84 FEET;
112. NORTH 35°52'53" EAST, A DISTANCE OF 148.41 FEET;
113. NORTH 20°27'46" EAST, A DISTANCE OF 154.42 FEET;
114. NORTH 02°40'48" WEST, A DISTANCE OF 275.40 FEET;
115. SOUTH 52°42'21" WEST, A DISTANCE OF 278.34 FEET;
116. SOUTH 73°50'05" WEST, A DISTANCE OF 311.01 FEET;
117. NORTH 50°50'35" WEST, A DISTANCE OF 565.93 FEET;
118. NORTH 77°11'35" EAST, A DISTANCE OF 377.13 FEET;
119. NORTH 08°43'25" EAST, A DISTANCE OF 91.70 FEET;
120. NORTH 47°36'49" WEST, A DISTANCE OF 4.00 FEET;
121. NORTH 81°05'54" WEST, A DISTANCE OF 105.96 FEET;
122. NORTH 51°27'13" WEST, A DISTANCE OF 60.09 FEET;
123. NORTH 55°12'39" WEST, A DISTANCE OF 103.14 FEET;
124. SOUTH 88°45'47" WEST, A DISTANCE OF 57.10 FEET;
125. SOUTH 82°14'21" WEST, A DISTANCE OF 88.41 FEET;
126. NORTH 65°06'58" WEST, A DISTANCE OF 207.41 FEET;
127. NORTH 41°37'42" WEST, A DISTANCE OF 271.43 FEET TO THE **POINT OF BEGINNING.**

SAID EASEMENT CONTAINING A CALCULATED AREA OF 1,377,629 SQUARE FEET OR 31.626 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

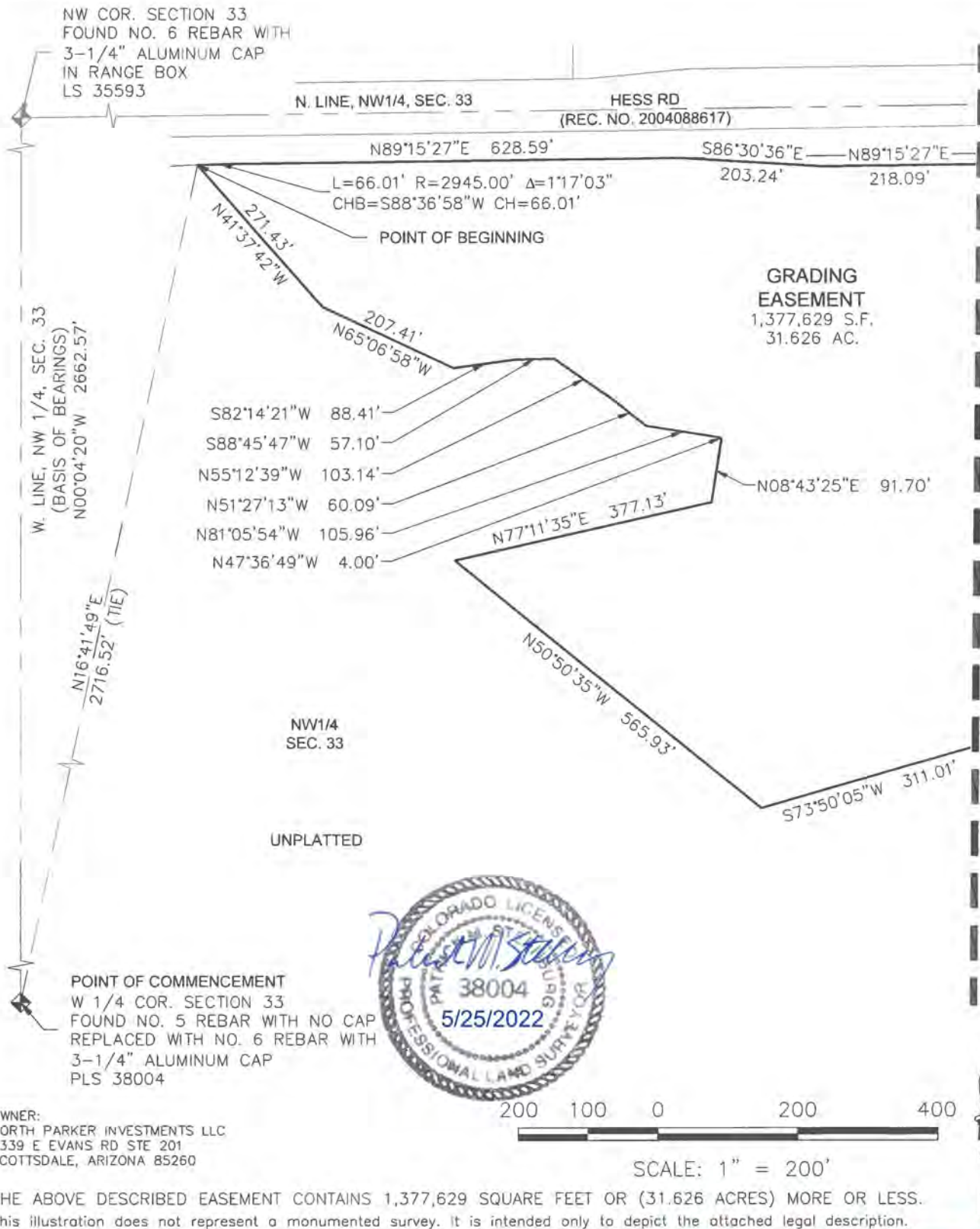
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



N:\PROJECTS\ANTHROLOGY\SURVEY\LEGAL\OFFSITE 3.3.2022\FILING\TANTERRA F1 - GRADING & DRAINAGE ESMT - C.DWG DMFLUPPIN 4/25/22



SEE SHEET 2



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

GRADING EASEMENT
TANTERRA FILING NO. 1
NE1/4 SEC. 32 & NW1/4 SEC. 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 4/25/2022

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

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

NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

N. LINE, NW 1/4, SEC. 33

HESS RD
(REC. NO. 2004088617)

S45°44'35"E 70.71'

SUNMARKE FILING NO. 1
REC. NO. 2020020677

NW1/4
SEC. 33

NE1/4
SEC. 33

L=259.95',
R=550.00'
Δ=27°04'47"
CHB=S14°17'00"E
CH=257.53'

PROPOSED
TANTERRA
FILING NO. 1

SEE SHEET 1

GRADING
EASEMENT
1,377,629 S.F.
31.626 AC.

PROPOSED TANTERRA LANE
(35' WIDE R.O.W.)
S27°49'24"E 231.31'

E LINE, NW1/4, SEC. 33

W. LINE, NW 1/4, SEC. 33
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'



POINT OF COMMENCEMENT
W 1/4 COR. SECTION 33
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

UNPLATTED

L=501.66',
R=470.00'
Δ=61°09'18"
CHB=N2°45'15"E
CH=478.18'

N35°52'53"E
148.41'
S33°19'54"W
122.96'

SEE SHEET 3

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,377,629 SQUARE FEET OR (31.626 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

GRADING EASEMENT
TANTERRA FILING NO. 1

NE1/4 SEC. 32 & NW1/4 SEC. 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

Westwood

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

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 4/25/2022

Westwoodps.com
Westwood Professional Services, Inc.

N:\PROJECTS\ANTHONYCADSURVEY\LEGAL\OFFSITE 3.3.2022\FILING 1\TANTERRA F1 - GRADING & DRAINAGE ESMT - C.DWG. DMFLUPPIN 4/25/22

NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

SEE SHEET 1

SEE SHEET 2

W. LINE, NW 1/4, SEC. 33
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

SEE SHEET 4

NW1/4
SEC. 33

UNPLATTED

N73°32'53"E 123.38'

N57°26'22"E 67.06'

N41°58'45"E 120.82'

N87°47'55"E 96.36'

N79°18'28"E 133.92'

N53°41'04"E 147.66'

N74°43'28"E 137.80'

N28°48'19"E 169.84'

N07°45'33"E 164.28'

N38°15'13"E 76.28'

N73°32'53"E 123.38'

N57°26'22"E 67.06'

N41°58'45"E 120.82'

N87°47'55"E 96.36'

N79°18'28"E 133.92'

N53°41'04"E 147.66'

N74°43'28"E 137.80'

N28°48'19"E 169.84'

N07°45'33"E 164.28'

N38°15'13"E 76.28'

N73°32'53"E 123.38'

N57°26'22"E 67.06'

N41°58'45"E 120.82'

N87°47'55"E 96.36'

N79°18'28"E 133.92'

N53°41'04"E 147.66'

N74°43'28"E 137.80'

N28°48'19"E 169.84'

N07°45'33"E 164.28'

N38°15'13"E 76.28'

N38°15'13"E 76.28'

N74°43'28"E 137.80'

PROPOSED
TAMMY LANE
(95' WIDE R.O.W.)

L=338.47'
R=595.50'
Δ=32°33'56"
CHB=S17°02'56"W
CH=333.93'
S00°45'58"W
45.23'

L=29.11'
R=20.00'
Δ=83°24'05"
CHB=S42°28'01"W
CH=26.61'

L=247.18'
R=550.00'
Δ=25°44'59"
CHB=S71°17'34"W
CH=245.11'

GRADING
EASEMENT
1,377,629 S.F.
31.626 AC.

PROPOSED GREAT PLAIN WAY
(R.O.W. WIDTH VARIES)

L=601.93'
R=560.00'
Δ=61°35'09"
CHB=S89°12'39"W
CH=573.37'

PROPOSED
TANTERRA
FILING NO. 1

POINT OF COMMENCEMENT
W 1/4 COR. SECTION 33
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,377,629 SQUARE FEET OR (31.626 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

GRADING EASEMENT
TANTERRA FILING NO. 1

NE1/4 SEC. 32 & NW1/4 SEC. 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 4/25/2022

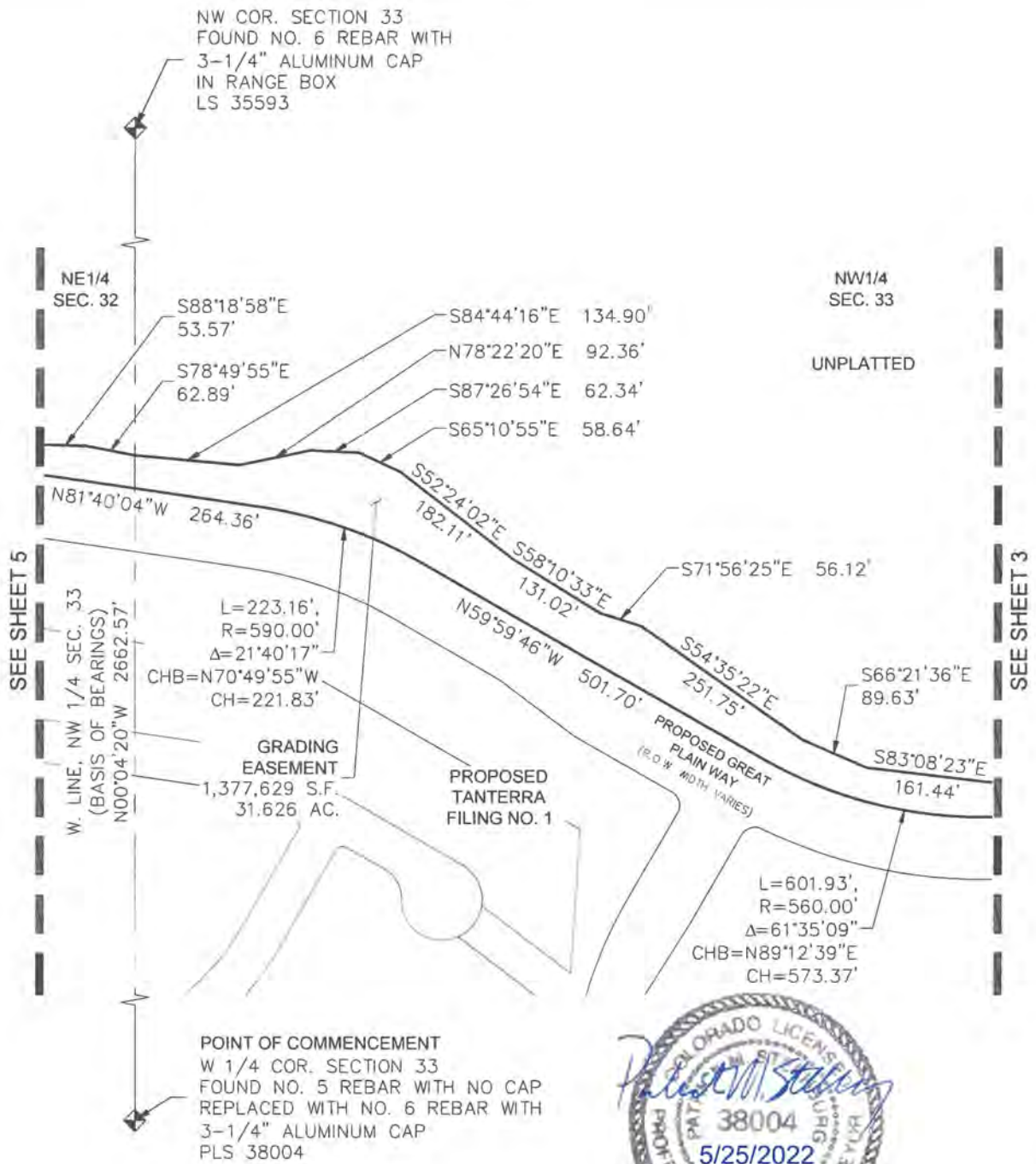
Westwood

Westwoodps.com
Westwood Professional Services, Inc.

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

N:\PROJECTS\ANTHONY\CAD\SURVEY\LEGAL\SOFFSITE 3.3.2022\FILING 1TANTERRA F1 - GRADING & DRAINAGE ESMT - C.DWG DMFLUPPIN 4/25/22

N:\PROJECTS\ANTHONYCADSURVEY\LEGAL\OFFSITE 3.3 2022\FILING 11TANTERRA F1 - GRADING & DRAINAGE ESMT - C.DWG DMF\LUPPIN 4/25/22



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

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**GRADING EASEMENT
TANTERRA FILING NO. 1**

NE1/4 SEC. 32 & NW1/4 SEC. 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 4/25/2022

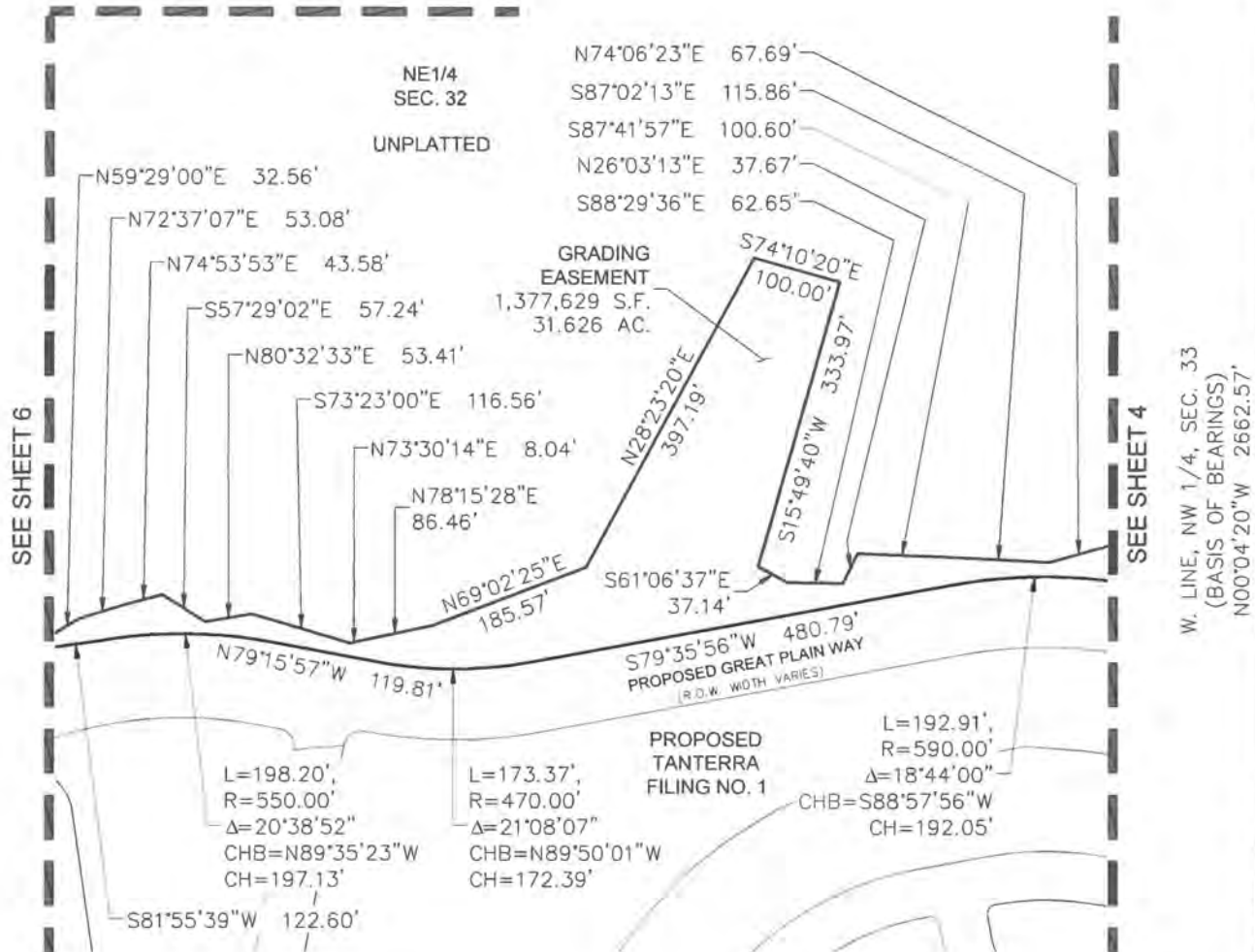
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NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

SEE SHEET 7



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

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GRADING EASEMENT
TANTERRA FILING NO. 1

NE1/4 SEC. 32 & NW1/4 SEC. 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

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NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

SEE SHEET 7

S39°46'01"W 104.74'
S32°21'06"E 97.94'
S25°00'40"E 69.76'
S19°23'00"E 73.28'
S16°44'10"E 97.11'

NE1/4
SEC. 32

UNPLATTED

GRADING
EASEMENT
1,377,629 S.F.
31.626 AC.

L=177.12',
R=2800.00'
Δ=3°37'28"
CHB=N20°43'19"W
CH=177.09'

EX. 30' U.E.
REC. NO. 2014059435

N63°03'20"W 41.57'
N74°53'30"E 68.84'
S72°48'29"W 179.64'
N86°36'47"E 71.44'
N89°12'56"E 52.51'
S81°55'39"W 122.60'

UNPLATTED

PROPOSED
S. CHAMBERS RD.
(R.O.W. WIDTH VARIES)
N22°32'03"W
924.29'

S15°44'48"E 83.04'
S49°12'34"E 127.20'
S11°43'52"E 45.26'
S01°29'14"W 45.74'
S14°58'49"W 31.97'
S15°10'49"E 10.30'
N74°49'18"E 71.87'

SEE SHEET 5

W. LINE, NW 1/4, SEC. 33
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

PROPOSED
GREAT PLAIN WAY
(R.O.W. WIDTH VARIES)

PROPOSED
TANTERRA
FILING NO. 1

POINT OF COMMENCEMENT
W 1/4 COR. SECTION 33
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004



OWNER:
NORTH PARKER INVESTMENTS LLC
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TANTERRA FILING NO. 1

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DOUGLAS COUNTY, COLORADO

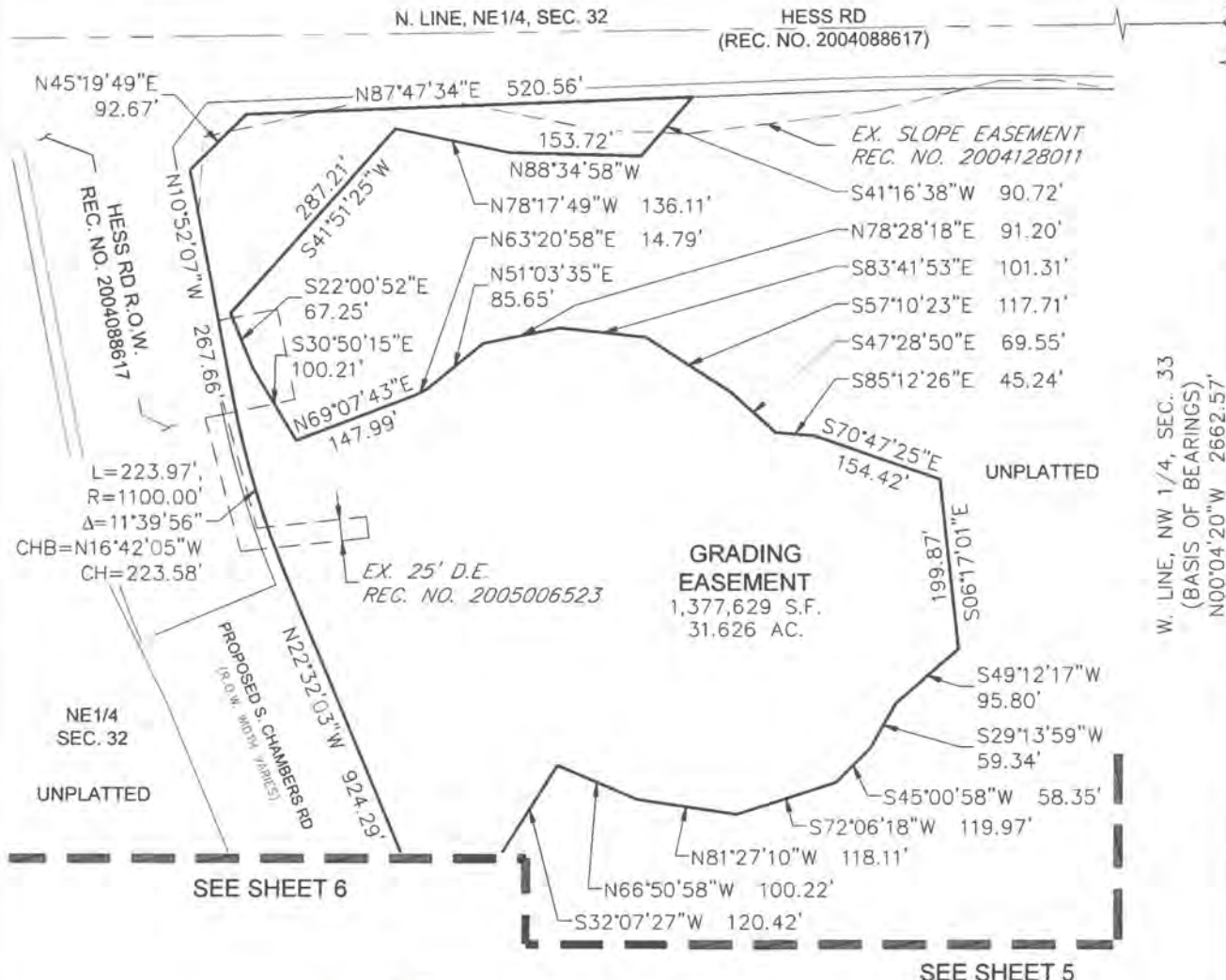
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NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
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IN RANGE BOX
LS 35593



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

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GRADING EASEMENT
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SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 4/25/2022

RESOLUTION NO. 23-026, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM NORTH PARKER INVESTMENTS, LLC, (SLOPE EASEMENT) FOR THE WEST SIDE OF CHAMBERS ROAD FROM HESS ROAD TO STROH ROAD

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from North Parker Investments, LLC, for a slope easement for the west side of Chambers Road from Hess Road to Stroh Road;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property for a slope easement, from North Parker Investments, LLC, as provided in the Slope Easement (West Side of Chambers Road from Hess Road to Stroh Road) attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

SLOPE EASEMENT (West Side of Chambers Road from Hess Road to Stroh Road)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between _____, whose legal address is NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, whose legal address is 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 (the "Grantor(s)"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property").

The purpose of this Slope Easement is to provide and maintain (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon the Easement Property to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

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

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

Grantor and Grantee agree that this Easement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of the roadway(s) that is created by this Easement.

2/10/2023

G:\LEGAL\EASEMENTS\TANTERRA 2023\NPI SLOPE EASMT RELEASABLE W SIDE CHAMBERS TO STROH 20230208.DOCX

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

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

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

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

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

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

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

**GRANTOR: 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)

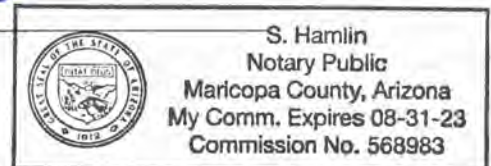
ATTEST:

The foregoing instrument was acknowledged before me this 1st day of March, 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:

S. Hamlin
Notary Public

My commission expires: Aug 31 2023



TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION

GRADING EASEMENT

AN EASEMENT FOR GRADING PURPOSES, BEING SITUATED IN THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 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 EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP, IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 43°00'16" WEST, A DISTANCE OF 3403.84 FEET TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING NINETY-ONE (91) COURSES;

1. SOUTH 10°52'07" EAST, A DISTANCE OF 315.63 FEET, TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 14°23'46" EAST, 159.98 FEET;
3. SOUTH 25°52'45" EAST, A DISTANCE OF 184.99 FEET;
4. SOUTH 22°32'03" EAST, A DISTANCE OF 613.70 FEET;
5. SOUTH 17°13'29" EAST, A DISTANCE OF 162.10 FEET;
6. SOUTH 22°32'03" EAST, A DISTANCE OF 69.01 FEET, TO A POINT OF CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 13°25'16" EAST, 823.58 FEET;
8. SOUTH 07°13'33" EAST, A DISTANCE OF 177.08 FEET, TO A POINT OF CURVATURE;
9. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 07°58'27" WEST, 764.43 FEET;
10. SOUTH 16°22'44" WEST, A DISTANCE OF 2058.85 FEET, TO A POINT OF CURVATURE;
11. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 06°27'31" WEST, 546.12 FEET;
12. SOUTH 01°29'48" EAST, A DISTANCE OF 170.88 FEET, TO A POINT OF CURVATURE;
13. ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 10°45'52" EAST, 65.65 FEET;
14. SOUTH 11°56'24" EAST, A DISTANCE OF 159.41 FEET, TO A POINT OF CURVATURE;
15. ALONG THE ARC OF A CURVE TO THE RIGHT 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 SOUTH 34°23'18" WEST, 50.63 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2011077256;

16. SOUTH 80°43'00" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 61.13 FEET;
17. DEPARTING SAID SOUTH BOUNDARY, NORTH 15°33'43" WEST, A DISTANCE OF 120.87 FEET;
18. NORTH 04°09'42" EAST, A DISTANCE OF 96.95 FEET;
19. NORTH 05°11'23" EAST, A DISTANCE OF 119.72 FEET;
20. NORTH 02°58'03" EAST, A DISTANCE OF 105.42 FEET;
21. NORTH 45°19'07" WEST, A DISTANCE OF 110.65 FEET;
22. NORTH 04°58'20" WEST, A DISTANCE OF 72.47 FEET;
23. NORTH 28°48'32" EAST, A DISTANCE OF 100.02 FEET;
24. NORTH 15°11'38" EAST, A DISTANCE OF 94.01 FEET;
25. NORTH 69°10'35" WEST, A DISTANCE OF 59.95 FEET;
26. NORTH 67°57'04" WEST, A DISTANCE OF 97.58 FEET;
27. NORTH 30°34'37" WEST, A DISTANCE OF 89.93 FEET;
28. NORTH 02°23'14" WEST, A DISTANCE OF 59.57 FEET;
29. NORTH 23°44'22" EAST, A DISTANCE OF 62.40 FEET;
30. NORTH 61°48'18" EAST, A DISTANCE OF 77.42 FEET;
31. SOUTH 86°37'37" EAST, A DISTANCE OF 116.37 FEET;
32. SOUTH 77°25'51" EAST, A DISTANCE OF 67.31 FEET;
33. NORTH 16°01'24" EAST, A DISTANCE OF 261.23 FEET;
34. NORTH 15°48'59" EAST, A DISTANCE OF 474.05 FEET;
35. NORTH 22°17'20" EAST, A DISTANCE OF 139.11 FEET;
36. NORTH 04°28'24" WEST, A DISTANCE OF 138.71 FEET;
37. NORTH 20°03'41" EAST, A DISTANCE OF 224.39 FEET;
38. NORTH 14°11'46" EAST, A DISTANCE OF 208.31 FEET;
39. NORTH 06°45'45" EAST, A DISTANCE OF 153.64 FEET;
40. NORTH 00°12'27" WEST, A DISTANCE OF 152.19 FEET;
41. NORTH 14°05'25" WEST, A DISTANCE OF 159.96 FEET;
42. NORTH 32°03'38" WEST, A DISTANCE OF 87.15 FEET;
43. NORTH 15°33'27" EAST, A DISTANCE OF 80.61 FEET;
44. SOUTH 85°49'25" EAST, A DISTANCE OF 128.86 FEET;
45. NORTH 45°53'14" EAST, A DISTANCE OF 142.73 FEET;

46. NORTH 21°05'03" EAST, A DISTANCE OF 188.68 FEET;
47. NORTH 11°31'10" EAST, A DISTANCE OF 73.02 FEET;
48. NORTH 09°36'60" EAST, A DISTANCE OF 163.07 FEET;
49. NORTH 13°51'05" WEST, A DISTANCE OF 121.79 FEET;
50. NORTH 08°02'33" WEST, A DISTANCE OF 192.30 FEET;
51. NORTH 03°12'08" WEST, A DISTANCE OF 418.29 FEET;
52. NORTH 20°25'11" WEST, A DISTANCE OF 112.93 FEET;
53. NORTH 12°10'07" WEST, A DISTANCE OF 165.06 FEET;
54. NORTH 65°27'00" WEST, A DISTANCE OF 86.11 FEET;
55. NORTH 16°29'60" WEST, A DISTANCE OF 253.04 FEET;
56. NORTH 69°02'14" WEST, A DISTANCE OF 52.08 FEET;
57. SOUTH 40°07'44" WEST, A DISTANCE OF 37.26 FEET;
58. SOUTH 85°36'14" WEST, A DISTANCE OF 74.20 FEET;
59. SOUTH 33°41'35" WEST, A DISTANCE OF 61.01 FEET;
60. SOUTH 43°10'07" WEST, A DISTANCE OF 77.15 FEET;
61. SOUTH 79°11'31" WEST, A DISTANCE OF 86.39 FEET;
62. NORTH 73°59'42" WEST, A DISTANCE OF 121.47 FEET;
63. NORTH 40°19'02" WEST, A DISTANCE OF 3.86 FEET;
64. SOUTH 58°14'32" WEST, A DISTANCE OF 75.30 FEET;
65. NORTH 49°28'02" WEST, A DISTANCE OF 238.57 FEET;
66. NORTH 53°46'43" EAST, A DISTANCE OF 210.32 FEET;
67. NORTH 80°49'28" EAST, A DISTANCE OF 44.59 FEET;
68. NORTH 09°10'05" EAST, A DISTANCE OF 37.76 FEET;
69. NORTH 30°23'35" EAST, A DISTANCE OF 115.02 FEET;
70. SOUTH 85°17'41" EAST, A DISTANCE OF 101.61 FEET;
71. NORTH 65°55'12" EAST, A DISTANCE OF 21.10 FEET;
72. NORTH 23°32'45" EAST, A DISTANCE OF 55.57 FEET;
73. NORTH 13°31'26" EAST, A DISTANCE OF 37.30 FEET;
74. NORTH 24°38'12" WEST, A DISTANCE OF 251.10 FEET;
75. NORTH 56°19'31" WEST, A DISTANCE OF 148.96 FEET;
76. SOUTH 80°09'35" WEST, A DISTANCE OF 107.85 FEET;

77. NORTH 74°18'49" WEST, A DISTANCE OF 110.37 FEET;
78. NORTH 12°43'41" WEST, A DISTANCE OF 147.61 FEET;
79. NORTH 51°07'19" EAST, A DISTANCE OF 268.48 FEET;
80. NORTH 65°43'28" EAST, A DISTANCE OF 145.77 FEET;
81. NORTH 34°21'33" WEST, A DISTANCE OF 69.78 FEET;
82. NORTH 28°15'17" WEST, A DISTANCE OF 81.56 FEET;
83. NORTH 14°53'45" WEST, A DISTANCE OF 68.10 FEET;
84. NORTH 78°30'44" WEST, A DISTANCE OF 129.81 FEET;
85. SOUTH 78°41'45" WEST, A DISTANCE OF 125.73 FEET;
86. NORTH 89°21'04" WEST, A DISTANCE OF 94.67 FEET;
87. NORTH 39°30'37" WEST, A DISTANCE OF 104.27 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HESS ROAD, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2004088617;
88. ORTH 87°45'26" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 107.33 FEET;
89. DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°37'32" EAST, A DISTANCE OF 162.05 FEET;
90. NORTH 87°45'49" EAST, A DISTANCE OF 231.06 FEET;
91. SOUTH 51°33'09" EAST, A DISTANCE OF 69.87 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 1,044,070 SQUARE FEET OR 23.969 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

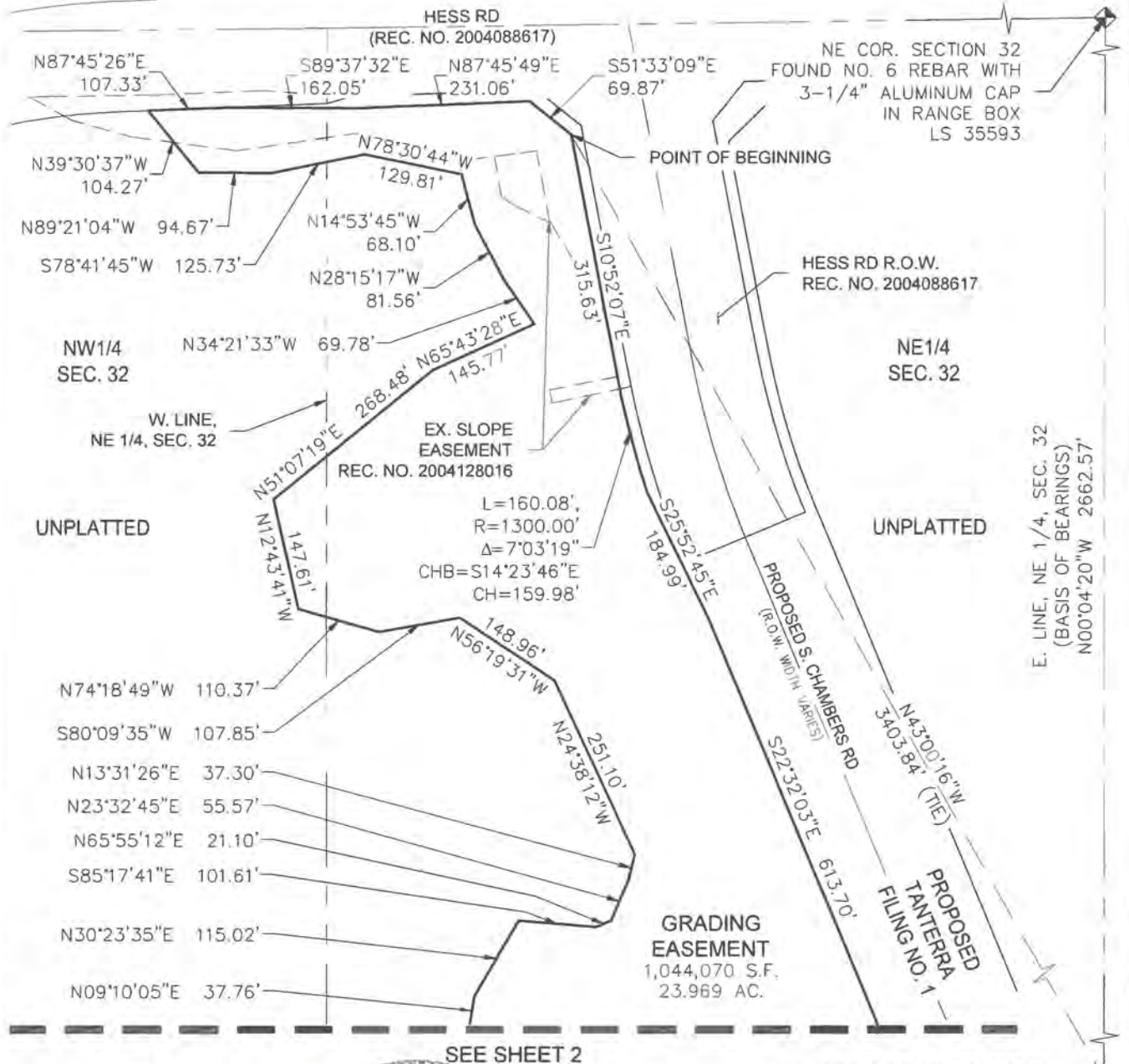
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



N:\PROJECTS\ANTHONY\CAD\SURVEY\LEGAL\SOFFSITE 3.3.2022\FILING 1TANTERRA F1 - GRADING ESMT - A.DWG, DNF\LUPPIN, 5/18/22



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260



THE ABOVE DESCRIBED EASEMENT CONTAINS 1,044,070 SQUARE FEET OR (23.969 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

**GRADING EASEMENT
TANTERRA FILING NO. 1**

**N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO**

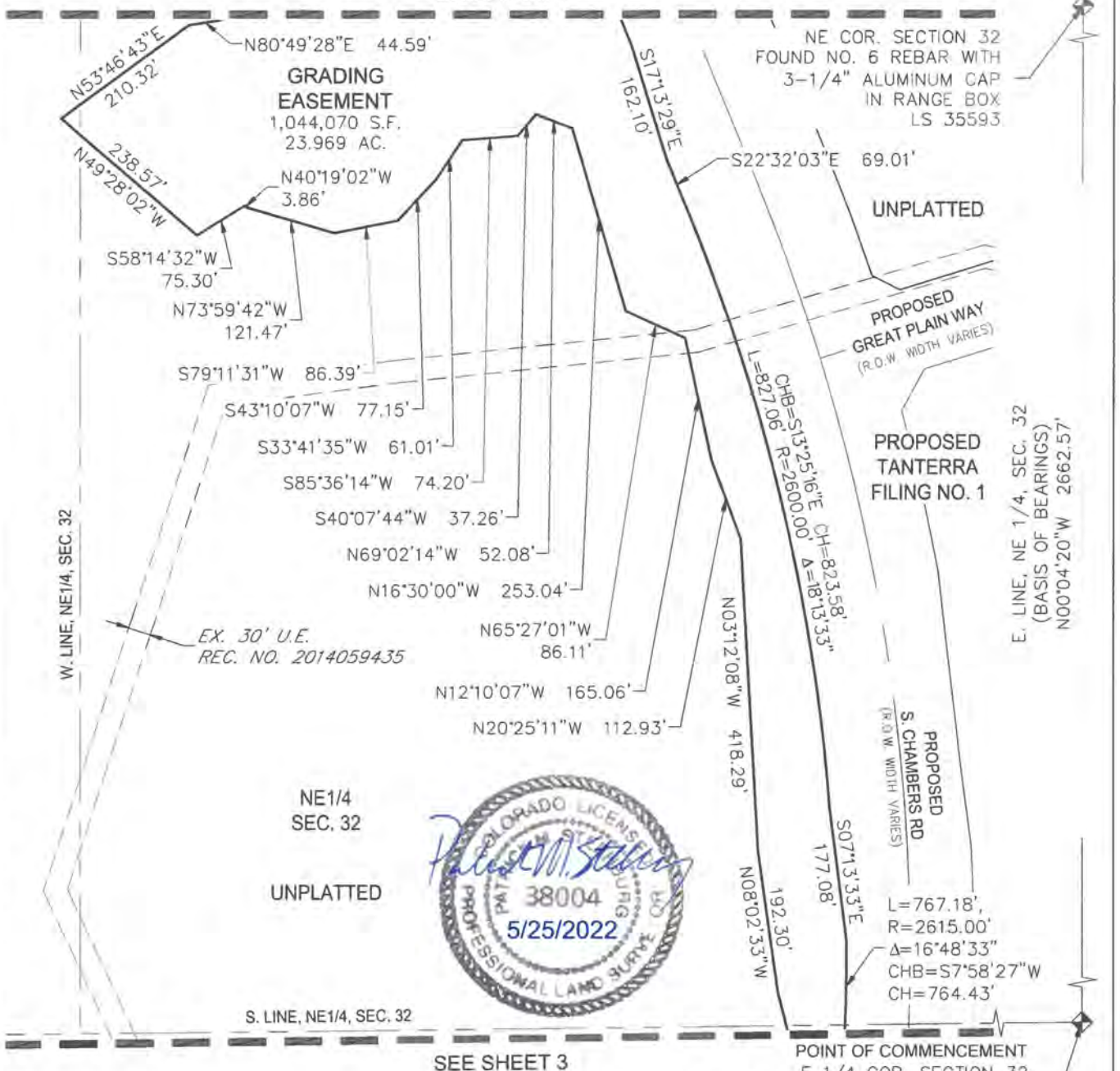
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Westwood

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ENGLEWOOD, CO 80112
TEL. 720.482.9526

SEE SHEET 1



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,044,070 SQUARE FEET OR (23.969 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

GRADING EASEMENT
TAN TERRA FILING NO. 1

N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 5/18/2022

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

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

N:\PROJECTS\ANTHROPOLOGY\SURVEY\LEGAL\OFFSITE 13.2022\FILING 11TAN TERRA F1 - GRADING ESMT - ADWG, DMF\UPPIN, 5/18/22



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

E. LINE, NE 1/4, SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

SEE SHEET 2

N. LINE, SE1/4, SEC. 32

EX. 30' U.E.
REC. NO. 2014059435

SE1/4
SEC. 32

UNPLATTED

S13°51'05"E 121.79'

S09°37'00"W 163.07'

N09°37'00"E 163.07'

N11°31'10"E 73.02'

N21°05'03"E 188.68'

N45°53'14"E 142.73'

S85°49'25"E 128.86'

N15°33'27"E 80.61'

N32°03'38"W 87.15'

N14°05'25"W 159.96'

N00°12'27"W 152.19'

GRADING
EASEMENT
1,044,070 S.F.
23.969 AC.

L=767.18' R=2615.00' Δ=16°48'33"
CHB=S07°58'27"W CH=764.43'

PROPOSED
TANTERRA
FILING NO. 1

TRACT O

SE COR. SECTION 32
FOUND 3-1/4"
ALUMINUM CAP
LS 6935 1986

E. LINE, SE 1/4, SEC. 32
S00°04'17"E 2662.84'

SEE SHEET 4

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

200 100 0 200 400

SCALE: 1" = 200'

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GRADING EASEMENT
TANTERRA FILING NO. 1

N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

Westwood

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TEL: 720.482.9526

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 5/18/2022

Westwoodps.com
Westwood Professional Services, Inc.

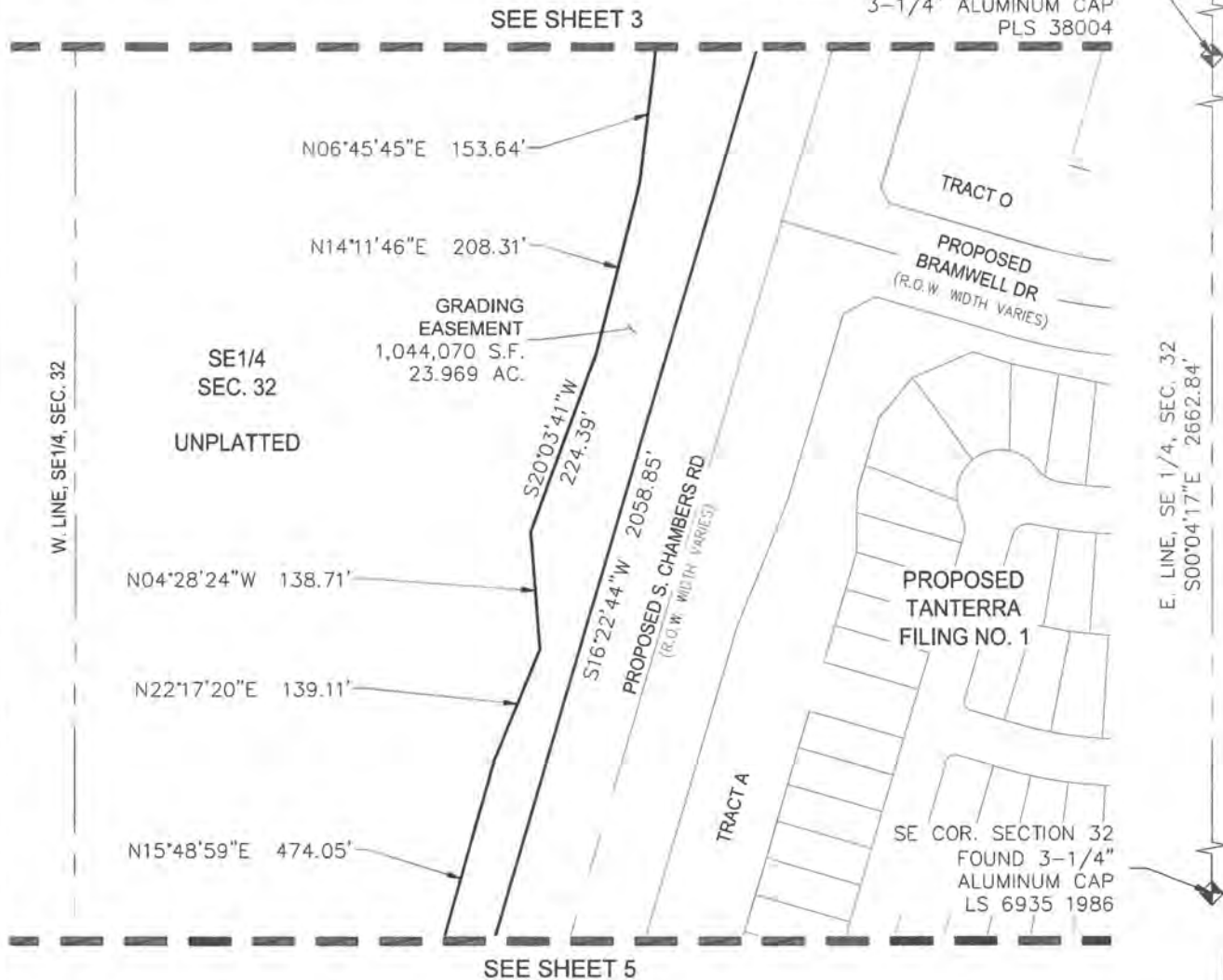
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NE COR. SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

E. LINE, NE 1/4, SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,044,070 SQUARE FEET OR (23.969 ACRES) MORE OR LESS.
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**GRADING EASEMENT
TANTERRA FILING NO. 1**

N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

Westwood

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

Westwoodps.com
Westwood Professional Services, Inc.

SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 5/18/2022

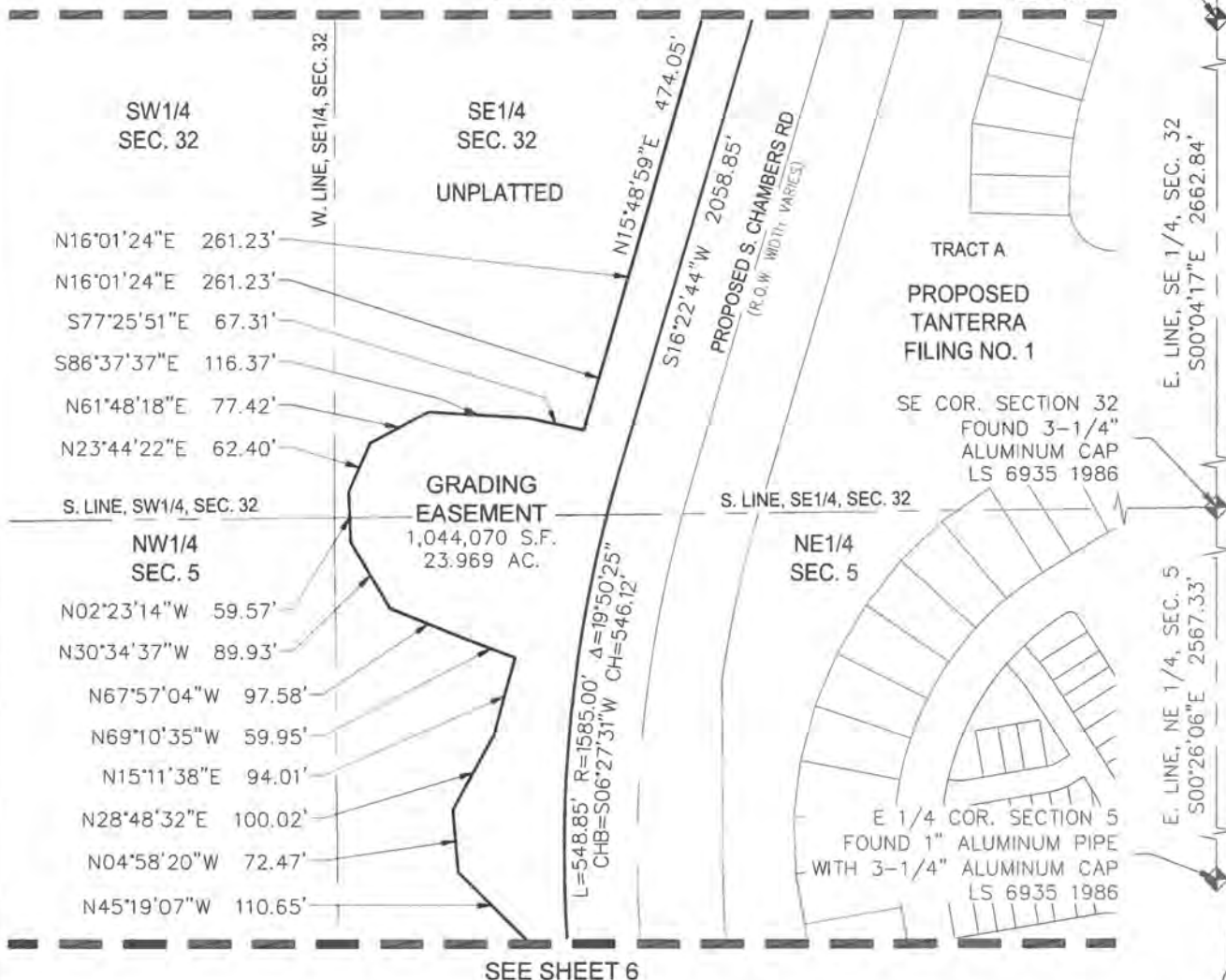


NE COR. SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

E. LINE, NE 1/4, SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

SEE SHEET 4



SEE SHEET 6

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,044,070 SQUARE FEET OR (23.969 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

**GRADING EASEMENT
TANTERRA FILING NO. 1**

**N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO**

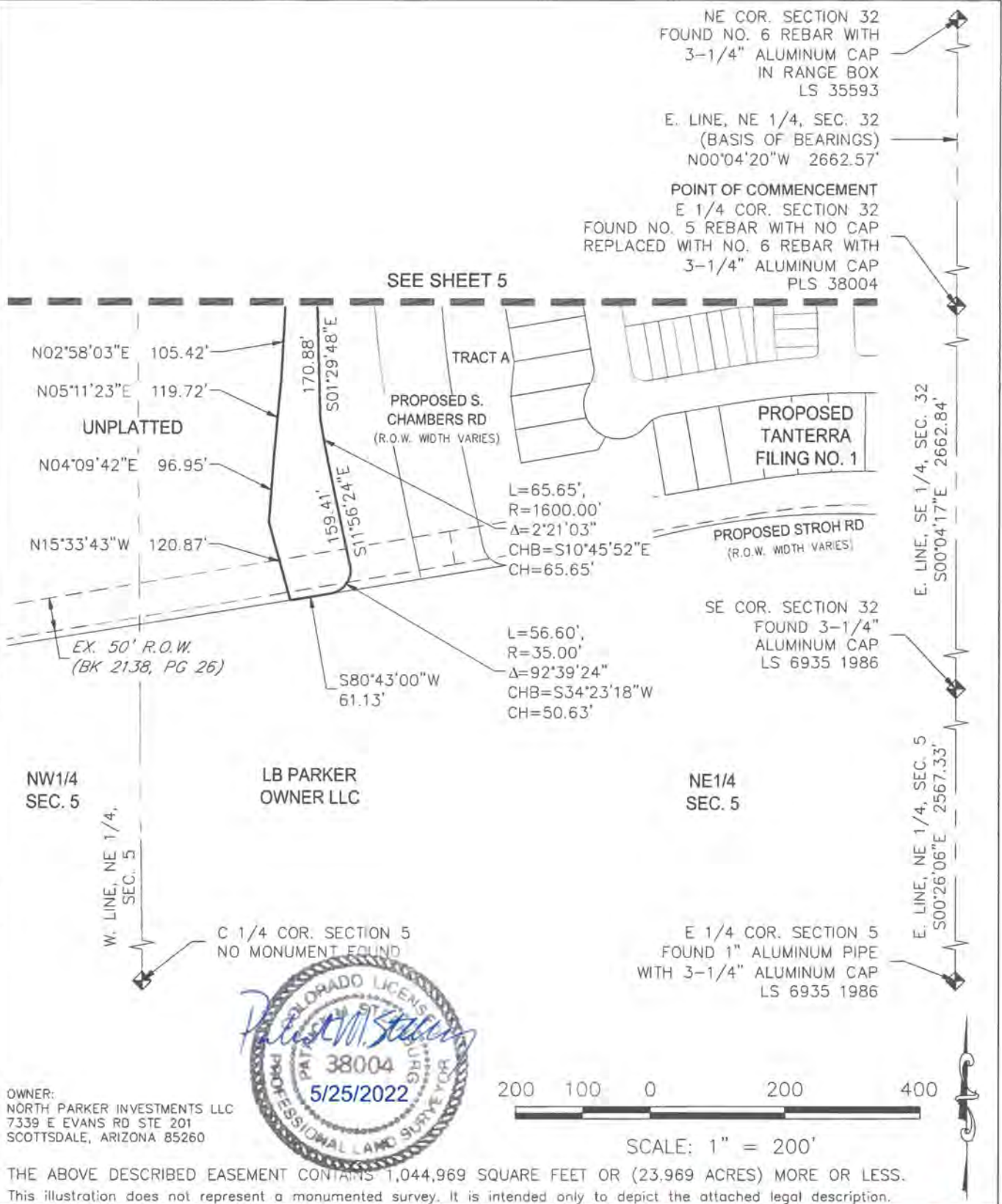
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SCALE: 1" = 200' BY: DMF CK'D: PMS DATE: 5/18/2022

Westwoodps.com
Westwood Professional Services, Inc.

N:\PROJECTS\ANTHONY\CAD\SURVEY\LEGAL\OFFSITE 3.3.2022\FILING 11\tANTERRA F1 - GRADING ESMT - A.DWG, DMFLP.PLN, 5/18/22



GRADING EASEMENT
TANTERRA FILING NO. 1

N1/2 & SE1/4 SEC. 32, NE1/4 SEC. 5, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

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SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526

RESOLUTION NO. 23-027, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4 (SLOPE EASEMENT) FOR HESS ROAD EAST OF TAMMY LANE

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Cherry Creek South Metropolitan District No. 4 for a slope easement for Hess Road east of Tammy Lane;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property for a slope easement, from Cherry Creek South Metropolitan District No. 4, as provided in the Slope Easement (Hess Road East of Tammy Lane) attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

SLOPE EASEMENT (Hess Road East of Tammy Lane)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between _____, whose legal address is CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, whose legal address is c/o White Bear Ankele Tanaka & Waldron, P.C., 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 (the "Grantor(s)"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property").

The purpose of this Slope Easement is to provide and maintain (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon the Easement Property to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

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

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

Grantor and Grantee agree that this Easement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of the roadway(s) that is created by this Easement.

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

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

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

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

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

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

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

**GRANTOR: CHERRY CREEK SOUTH
METROPOLITAN DISTRICT NO. 4**

By: Sarah Hunsche
Sarah Hunsche / Board Mmbr [Name/Title]

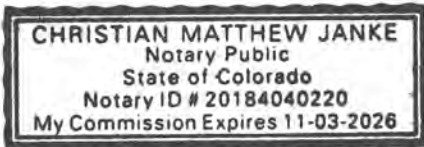
STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 6th day of March, 2023, by Sarah Hunsche, as Board Member of Cherry Creek South Metropolitan District No. 4.

My commission expires: 11/03/2026

SEAL

Christian Matthew Janke
Notary Public



TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

LEGAL DESCRIPTION

GRADING EASEMENT

AN EASEMENT FOR GRADING PURPOSES, LOCATED IN TRACT N, SUNMARKE FILING 1A, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2020020677, BEING A PART OF THE NORTHHALF OF SECTION 33, 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 WEST QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP, IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 40°49'01" EAST, A DISTANCE OF 3133.31 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID TRACT N, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING TWENTY-THREE (23) COURSES;

1. NORTH 06°47'24" WEST, A DISTANCE OF 41.40 FEET;
2. NORTH 00°38'22" WEST, A DISTANCE OF 141.66 FEET;
3. NORTH 44°15'25" EAST, A DISTANCE OF 70.71 FEET;
4. NORTH 89°15'27" EAST, A DISTANCE OF 326.55 FEET;
5. NORTH 85°07'04" EAST, A DISTANCE OF 207.78 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HESS ROAD, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2004088617;
6. ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°15'27" EAST, A DISTANCE OF 21.17 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;
7. CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, NORTH 89°15'32" EAST, A DISTANCE OF 240.07 FEET;
8. DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 01°46'24" EAST, A DISTANCE OF 157.31 FEET;
9. SOUTH 61°36'58" WEST, A DISTANCE OF 101.85 FEET;
10. SOUTH 50°49'33" EAST, A DISTANCE OF 3.46 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.35 FEET, A CENTRAL ANGLE OF 28°25'48", AN ARC LENGTH OF 307.82 FEET, THE CHORD OF WHICH BEARS NORTH 83°44'27" EAST, 304.67 FEET, TO A POINT OF REVERSE CURVATURE;
12. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 252.40 FEET, A CENTRAL ANGLE OF 35°08'15", AN ARC LENGTH OF 154.79 FEET, THE CHORD OF WHICH BEARS NORTH 87°05'40" EAST, 152.37 FEET TO A POINT OF NON-TANGENCY;
13. SOUTH 06°40'12" EAST, A DISTANCE OF 70.60 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
14. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 188.40 FEET, A CENTRAL ANGLE OF 42°58'21", AN ARC LENGTH OF 141.30 FEET, THE CHORD OF WHICH BEARS NORTH 88°59'17" WEST, 138.01 FEET, TO A POINT OF REVERSE CURVATURE;

15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 684.35 FEET, A CENTRAL ANGLE OF 26°29'29", AN ARC LENGTH OF 316.42 FEET, THE CHORD OF WHICH BEARS SOUTH 82°46'17" WEST, 313.61 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
16. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 233.47 FEET, A CENTRAL ANGLE OF 05°54'25", AN ARC LENGTH OF 24.07 FEET, THE CHORD OF WHICH BEARS SOUTH 00°51'39" WEST, 24.06 FEET, TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID TRACT N, BEING A POINT OF NON-TANGENCY;
17. ALONG SAID SOUTH BOUNDARY LINE, SOUTH 83°44'15" WEST, A DISTANCE OF 64.13 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
18. DEPARTING SAID SOUTH BOUNDARY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 297.47 FEET, A CENTRAL ANGLE OF 10°22'26", AN ARC LENGTH OF 53.86 FEET, THE CHORD OF WHICH BEARS NORTH 02°11'46" EAST, 53.79 FEET TO A POINT OF NON-TANGENCY;
19. NORTH 50°49'33" WEST, A DISTANCE OF 20.33 FEET;
20. SOUTH 58°00'24" WEST, A DISTANCE OF 131.45 FEET;
21. SOUTH 72°07'03" WEST, A DISTANCE OF 52.70 FEET, TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID TRACT N;
22. ALONG SAID SOUTH BOUNDARY LINE, SOUTH 83°44'15" WEST, A DISTANCE OF 151.16 FEET;
23. CONTINUING ON SAID SOUTH BOUNDARY LINE, NORTH 77°48'21" WEST, A DISTANCE OF 388.78 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 262,589 SQUARE FEET OR 6.028 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

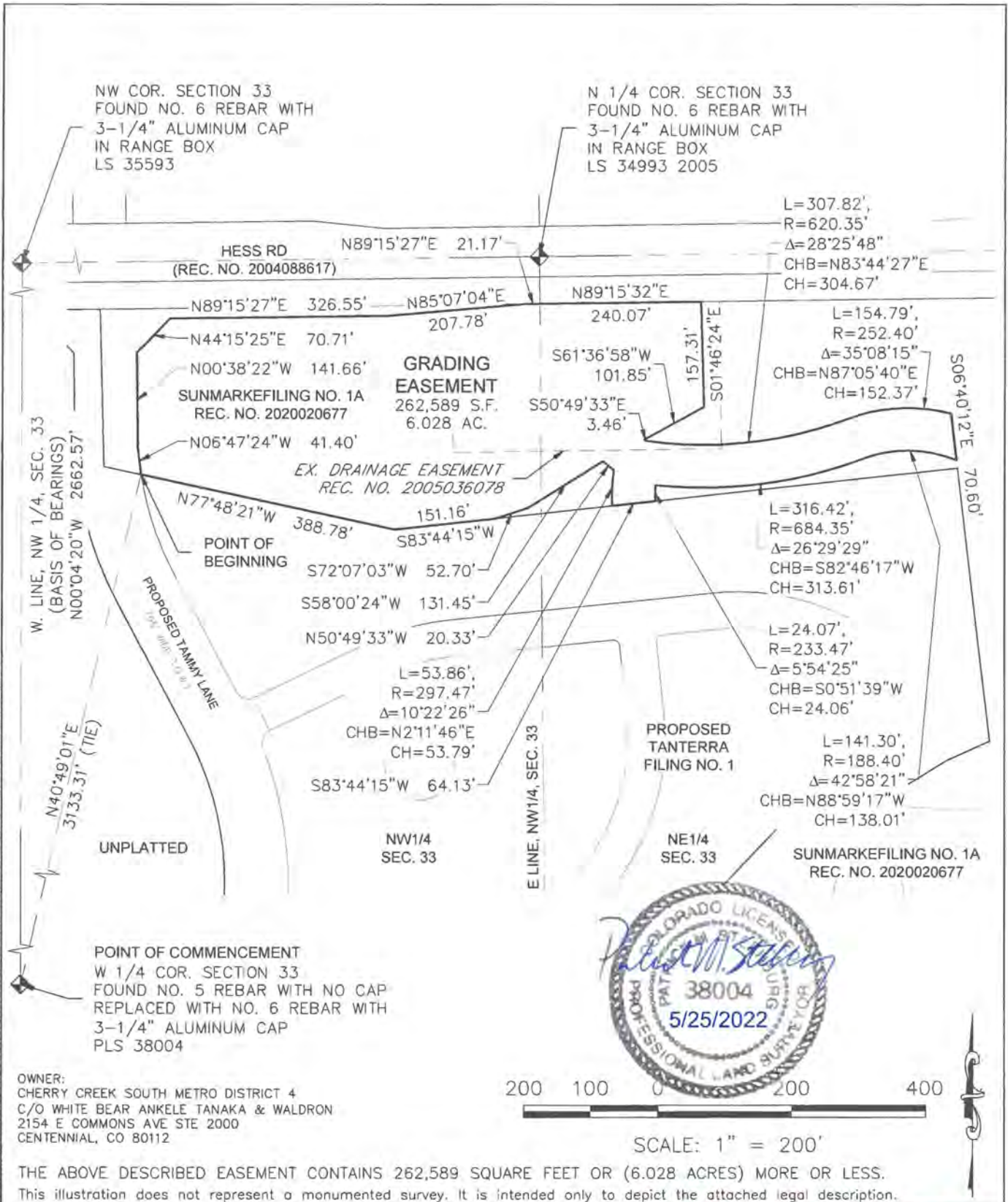
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



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GRADING EASEMENT

TANTERRA FILING NO. 1

N1/2 SEC. 33, T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200'

BY: DMF

CK'D: PMS

DATE: 4/25/2022

Westwood

10333 E DRY CREEK RD.
SUITE 240

ENGLEWOOD, CO 80112
TEL 720.482.9526

Westwoodps.com

Westwood Professional Services, Inc.

RESOLUTION NO. 23-028, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR THE WEST SIDE OF CHAMBERS ROAD AT GREAT PLAIN WAY

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for the west side of Chambers Road at Great Plain Way, as provided in the Drainage Easement Agreement (West Side of Chambers Road at Great Plain Way) 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

DRAINAGE EASEMENT AGREEMENT (West Side of Chambers Road at Great Plain Way)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: 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)

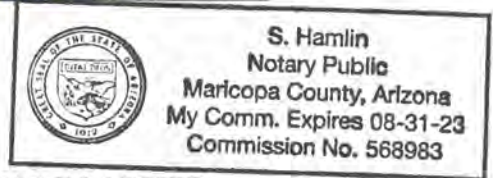
ATTEST:

The foregoing instrument was acknowledged before me this 1ST day of March, 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:

S. Hamlin
Notary Public

My commission expires: Aug 31, 2023



GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT FOR DRAINAGE PURPOSES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 5TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 66°22'02" WEST, A DISTANCE OF 1881.19 FEET TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 74°41'06" WEST, A DISTANCE OF 23.48 FEET;
2. NORTH 15°18'54" WEST, A DISTANCE OF 20.00 FEET;
3. NORTH 74°41'06" EAST, A DISTANCE OF 23.47 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2600.00 FEET, A CENTRAL ANGLE OF 00°26'27", AN ARC LENGTH OF 20.00 FEET, THE CHORD OF WHICH BEARS SOUTH 15°20'16" EAST, 20.00 FEET TO **THE POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 470 SQUARE FEET OR 0.011 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR(SECTION 32
FOUND 10. 6 REBAR W/W
3-1/4" ALUMINUM CAP
I/J RANGE BOX
LS 35593

4

NE1/4
SEC. 32

UNPLATTED

S CHAMBERS RD

N74°41'06"E 23.47'

N15°18'54"W 20.00'

DRAINAGE EASEMENT
470 S.F.
0.011 AC.

S74°41'06"W 23.48' .1

POINT OF BEGINNING

L=20.00'
R=2600.00'
CHB=S15°20'16"E
CH=20.00'

L. LINE, NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

N66°22'02"W
1361.19' (TIE)

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

J

OWNER
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260



100 50 0 100 200

SCALE: 1" = 100'

THE ABOVE DESCRIBED EASEMENT CONTAINS 470 SQUARE FEET OR (0.011 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
NORTH PARKER INVESTMENTS LLC
NE 1/4, SECTION 32, T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 100' BY: CMB CK'D: PMS DATE: 3/4/2022

Westwood

westwoodps.com
Westwood Professional Services, Inc.

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

RESOLUTION NO. 23-029, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR THE WEST SIDE OF CHAMBERS ROAD AT OAK GULCH

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for the west side of Chambers Road at Oak Gulch, as provided in the Drainage Easement Agreement (West Side of Chambers Road at Oak Gulch) 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

DRAINAGE EASEMENT AGREEMENT (West Side of Chambers Road at Oak Gulch)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: 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

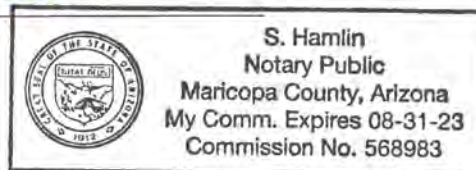
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

ATTEST:

The foregoing instrument was acknowledged before me this 1ST day of March, 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: Aug 31, 2023



GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT FOR DRAINAGE PURPOSES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 5TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO,

THENCE NORTH 53°23'36" WEST, A DISTANCE OF 2468.32 FEET TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 82°06'27" WEST, A DISTANCE OF 32.59 FEET;
2. NORTH 07°53'33" WEST, A DISTANCE OF 20.00 FEET;
3. NORTH 82°06'27" EAST, A DISTANCE OF 27.37 FEET;
4. SOUTH 22°32'03" EAST, A DISTANCE OF 20.67 FEET **TO THE POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 600 SQUARE FEET OR 0.014 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



SECTION 32
FOUNDED NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE 30X
S 35593

TRACT B
PROPOSED TANTERRA
FILING NO. 1

UNPLATTED

S. CLIMBERS RD.

NE1/4
SEC. 32

E. LINE, NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

182°06'27"E 27.37'
NOT 53°33"W 20.00'
DRAINAGE EASEMENT
600 S.F.
0.014 AC.
S22°32'03"E 20.57'
S22°05'27"W 32.59'
POINT OF BEGINNING

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

OWNER
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260



100 50 0 100 200

SCALE: 1" = 100'

THE ABOVE DESCRIBED EASEMENT CONTAINS 600 SQUARE FEET OR (0.014 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
NORTH PARKER INVESTMENTS LLC
NE 1/4, SECTION 32, T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 100' BY: CWB CKD: PMS DATE: 3/4/2022

Westwood

westwoodps.com

Westwood Professional Services, Inc.

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

RESOLUTION NO. 23-030, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR THE WEST SIDE OF CHAMBERS ROAD AT PEDESTRIAN UNDERPASS

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for the west side of Chambers Road at Pedestrian Underpass, as provided in the Drainage Easement Agreement (West Side of Chambers Road at Pedestrian Underpass) 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

DRAINAGE EASEMENT AGREEMENT (West Side of Chambers Road at Pedestrian Underpass)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: 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 1st day of March, 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: Aug 31 2023



S. Hamlin
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-31-23
Commission No. 568983

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

ACCESS EASEMENT

AN EASEMENT FOR ACCESS PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 5TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00° 04' 20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 40° 45' 38" WEST, A DISTANCE OF 3553.77 FEET TO THE **POINT OF BEGINNING**,

THENCE THE FOLLOWING NINE (9) COURSES;

1. SOUTH 82° 54' 15" WEST, A DISTANCE OF 27.53 FEET;
2. SOUTH 07° 22' 21" WEST, A DISTANCE OF 147.19 FEET;
3. NORTH 82° 37' 39" WEST, A DISTANCE OF 20.00 FEET;
4. NORTH 07° 22' 21" EAST, A DISTANCE OF 153.67 FEET;
5. NORTH 07° 05' 45" WEST, A DISTANCE OF 35.16 FEET;
6. NORTH 82° 54' 15" EAST, A DISTANCE OF 20.00 FEET;
7. SOUTH 07° 05' 45" EAST, A DISTANCE OF 26.43 FEET;
8. NORTH 82° 54' 15" EAST, A DISTANCE OF 33.28 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
9. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1585.00 FEET, A CENTRAL ANGLE OF 00° 46' 43", AN ARC LENGTH OF 21.54 FEET, THE CHORD OF WHICH BEARS SOUTH 14° 42' 04" WEST, 21.54 FEET, **TO THE POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 4,422 SQUARE FEET OR 0.102 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



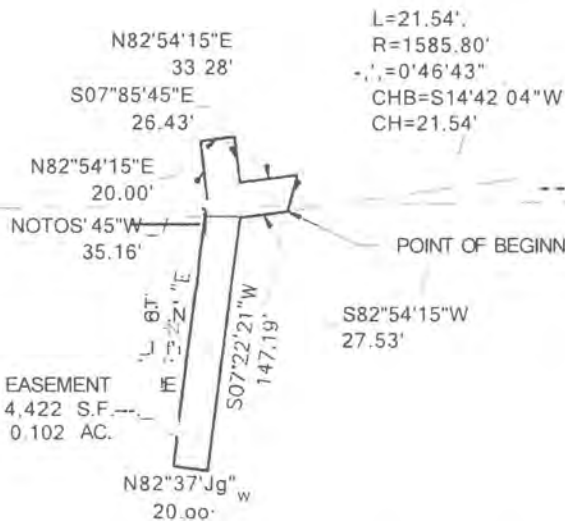
NE COR SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN PLACE 30X
S 35593

SE1/4
SEC. 32

UNPLATTED

S CHAMBERS RD

E. LINE, NL 1/4 SEC. 32
(BASIS OF BEARINGS)
N100°04'20"W 266.57'



S40°45'33\"W
3553.77' (TIE)

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4\" ALUMINUM CAP
PLS 38004

DRAINAGE EASEMENT
4,422 S.F.
0.102 AC.

NE1/4
SEC. 5



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

100 50 0 100 200

SCALE: 1" = 100'

THE ABOVE DESCRIBED EASEMENT CONTAINS 4,422 SQUARE FEET OR (0.102 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
NORTH PARKER INVESTMENTS LLC
NE 1/4, SECTION 32, T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 100' BY: CWB CK'D: PMS DATE: 3/4/2022

Westwood

westwoodps.com
Westwood Professional Services, Inc.

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

RESOLUTION NO. 23-031, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR OAK GULCH WEST OF TAMMY LANE

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for Oak Gulch west of Tammy Lane, as provided in the Drainage Easement Agreement (Oak Gulch West of Tammy Lane) 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

DRAINAGE EASEMENT AGREEMENT (Oak Gulch West of Tammy Lane)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

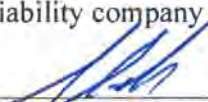
c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: NORTH PARKER
INVESTMENTS, LLC, an Arizona limited
liability company**

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 1st day of March 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: Aug 31, 2023



S. Hamlin
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-31-23
Commission No. 568983

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A LEGAL DESCRIPTION

AN EASEMENT, FOR DRAINAGE PURPOSES, BEING PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 38004, ON A NUMBER 6 REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 35593, IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 19°04'38" EAST, A DISTANCE OF 2755.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088619 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTY-SEVEN (37) COURSES;

1. ALONG SAID SOUTHERLY RIGHT OF WAY, NORTH 89°15'27" EAST, A DISTANCE OF 697.80 FEET;
2. LEAVING SAID SOUTHERLY RIGHT OF WAY SOUTH 55°30'28" EAST, A DISTANCE OF 87.15 FEET;
3. SOUTH 46°16'41" EAST, A DISTANCE OF 143.39 FEET;
4. SOUTH 15°35'27" EAST, A DISTANCE OF 200.62 FEET;
5. SOUTH 51°16'17" EAST, A DISTANCE OF 27.89 FEET;
6. SOUTH 84°05'02" EAST, A DISTANCE OF 116.02 FEET;
7. SOUTH 59°02'56" EAST, A DISTANCE OF 29.52 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
8. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 50.45 FEET, A CENTRAL ANGLE OF 05°15'19", A CHORD BEARING OF SOUTH 25°11'44" EAST, AND A CHORD LENGTH OF 50.43 FEET TO A POINT OF TANGENCY;
9. SOUTH 27°49'24" EAST, A DISTANCE OF 176.76 FEET;
10. SOUTH 26°03'02" WEST, A DISTANCE OF 92.66 FEET;
11. SOUTH 29°38'52" WEST, A DISTANCE OF 43.76 FEET;
12. SOUTH 53°12'10" WEST, A DISTANCE OF 138.35 FEET;
13. SOUTH 66°11'41" WEST, A DISTANCE OF 102.42 FEET;
14. SOUTH 75°55'07" WEST, A DISTANCE OF 184.50 FEET;
15. NORTH 78°06'05" WEST, A DISTANCE OF 77.50 FEET;
16. NORTH 57°12'08" WEST, A DISTANCE OF 190.00 FEET;
17. NORTH 27°37'27" WEST, A DISTANCE OF 54.89 FEET;
18. NORTH 32°57'26" EAST, A DISTANCE OF 49.77 FEET;

19. NORTH 75° 31'13" EAST, A DISTANCE OF 112.02 FEET;
20. NORTH 19° 14'38" EAST, A DISTANCE OF 58.64 FEET;
21. NORTH 06° 15'12" WEST, A DISTANCE OF 94.23 FEET;
22. NORTH 09° 39'53" EAST, A DISTANCE OF 79.26 FEET;
23. NORTH 45° 31'06" EAST, A DISTANCE OF 73.66 FEET;
24. NORTH 46° 38'30" WEST, A DISTANCE OF 47.57 FEET;
25. SOUTH 88° 23'60" WEST, A DISTANCE OF 54.90 FEET;
26. NORTH 04° 14'56" WEST, A DISTANCE OF 89.83 FEET;
27. SOUTH 89° 48'17" EAST, A DISTANCE OF 83.47 FEET;
28. NORTH 50° 23'32" WEST, A DISTANCE OF 144.05 FEET;
29. SOUTH 45° 06'11" WEST, A DISTANCE OF 134.40 FEET;
30. NORTH 72° 57'29" WEST, A DISTANCE OF 98.04 FEET;
31. SOUTH 52° 24'48" WEST, A DISTANCE OF 55.86 FEET;
32. SOUTH 87° 54'25" WEST, A DISTANCE OF 184.47 FEET;
33. NORTH 66° 43'18" WEST, A DISTANCE OF 48.12 FEET;
34. NORTH 65° 06'58" WEST, A DISTANCE OF 57.00 FEET;
35. NORTH 41° 37'42" WEST, A DISTANCE OF 125.22 FEET;
36. NORTH 05° 27'05" EAST, A DISTANCE OF 90.86 FEET;
37. NORTH 34° 16'51" EAST, A DISTANCE OF 25.58 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 473,152 SQUARE FEET OR 10.862 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
N RANGE BOX
LS 35593

HESS RD R.O.W.
REC. NO. 2004088619

E. LINE, NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

N19°04'38"E
2755.62' (TIE)

POINT OF BEGINNING N89°15'27"E

DRAINAGE EASEMENT

473,152 S.F.
10.862 AC.

TRACT B
PROPOSED TANTERRA
FILING NO. 1

NW1/4
SEC. 33

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
PLS 38004

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

THE ABOVE DESCRIBED EASEMENT CONTAINS 253,506 SQUARE FEET OR (5.820 ACRE) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



150 75 0 150 300

SCALE: 1" = 150'

DRAINAGE EASEMENT
NW 1/4, SECTION 33, T6S, R66W, 6TH P.M.
TOWN OF PARKER

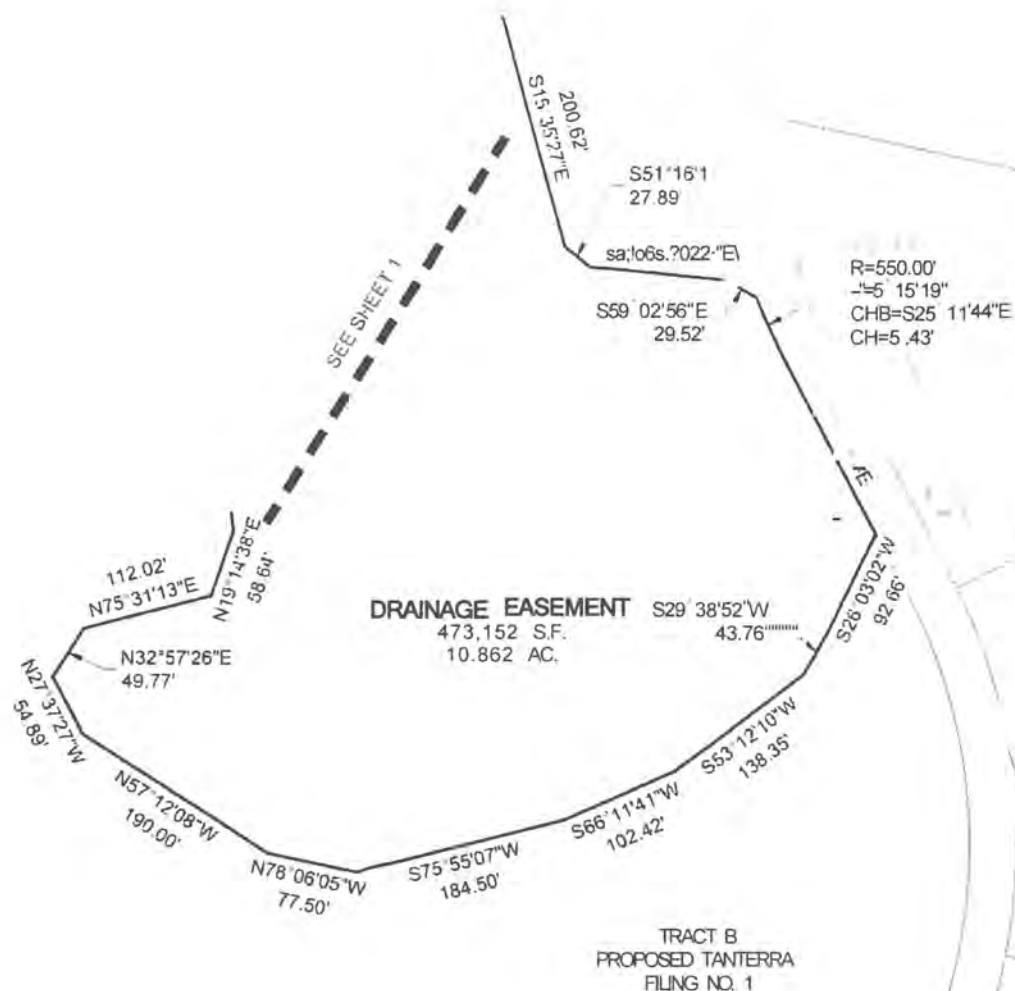
DOUGLAS COUNTY, COLORADO

Westwood

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

westwoods.com
Westwood Professional Services, Inc.

SCALE: 1" = 150' BY: CWB CKD: PMS DATE: 8/25/2022



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260



SCALE: 1" = 150'

THE ABOVE DESCRIBED EASEMENT CONTAINS 473,152 SQUARE FEET OR (10.862 ACRE) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
NW 1/4, SECTION 33, T6S, R66W, 6TH P.M.
TOWN OF PARKER

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 150' BY: CMB CKD: PMS DATE: 8/25/2022

Westwood

westwoodps.com
Westwood Professional Services, Inc.

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

RESOLUTION NO. 23-032, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR OAK GULCH EAST OF CHAMBERS ROAD

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for Oak Gulch east of Chambers Road, as provided in the Drainage Easement Agreement (Oak Gulch East of Chambers Road) 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

DRAINAGE EASEMENT AGREEMENT (Oak Gulch East of Chambers Road)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: NORTH PARKER
INVESTMENTS, LLC, an Arizona limited
liability company**

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 1st day of March, 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:

S. Hamlin
Notary Public

My commission expires: Aug 31, 2023



S. Hamlin
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-31-23
Commission No. 568983

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A LEGAL DESCRIPTION

AN EASEMENT, FOR DRAINAGE PURPOSES, BEING PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 38004, ON A NUMBER 6 REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 35593, IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

THENCE NORTH 49°05'52" WEST, A DISTANCE OF 2417.49 FEET TO THE **POINT OF BEGINNING**,

THENCE THE FOLLOWING SEVENTEEN (17) COURSES:

1. NORTH 22°32'03" WEST, A DISTANCE OF 454.63 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET, A DISTANCE OF 59.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 03°07'03", A CHORD BEARING OF NORTH 20°58'31" WEST, AND A CHORD LENGTH OF 59.85 FEET TO A POINT OF NON-TANGENCY;
3. NORTH 46°11'06" EAST, A DISTANCE OF 102.22 FEET;
4. NORTH 89°10'09" EAST, A DISTANCE OF 96.63 FEET;
5. NORTH 66°26'33" EAST, A DISTANCE OF 64.95 FEET;
6. NORTH 38°14'52" EAST, A DISTANCE OF 40.08 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A DISTANCE OF 196.89 FEET, A CENTRAL ANGLE OF 66°21'26", A CHORD BEARING OF NORTH 88°55'35" EAST, AND A CHORD LENGTH OF 186.07 FEET TO A POINT OF NON-TANGENCY;
8. SOUTH 57°18'37" EAST, A DISTANCE OF 115.89 FEET;
9. NORTH 66°09'36" EAST, A DISTANCE OF 105.00 FEET;
10. SOUTH 45°17'44" EAST, A DISTANCE OF 212.33 FEET;
11. SOUTH 07°22'21" EAST, A DISTANCE OF 65.00 FEET;
12. SOUTH 76°25'33" WEST, A DISTANCE OF 140.22 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
13. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.55 FEET, A DISTANCE OF 397.63 FEET, A CENTRAL ANGLE OF 156°31'31", A CHORD BEARING OF SOUTH 70°34'48" WEST, AND A CHORD LENGTH OF 285.02 FEET TO A POINT OF NON-TANGENCY;
14. NORTH 06°35'09" WEST, A DISTANCE OF 112.34 FEET;
15. SOUTH 73°20'36" WEST, A DISTANCE OF 35.00 FEET;
16. SOUTH 49°40'34" WEST, A DISTANCE OF 30.00 FEET;
17. SOUTH 20°33'39" WEST, A DISTANCE OF 351.79 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 253,506 SQUARE FEET OR 5.820 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING

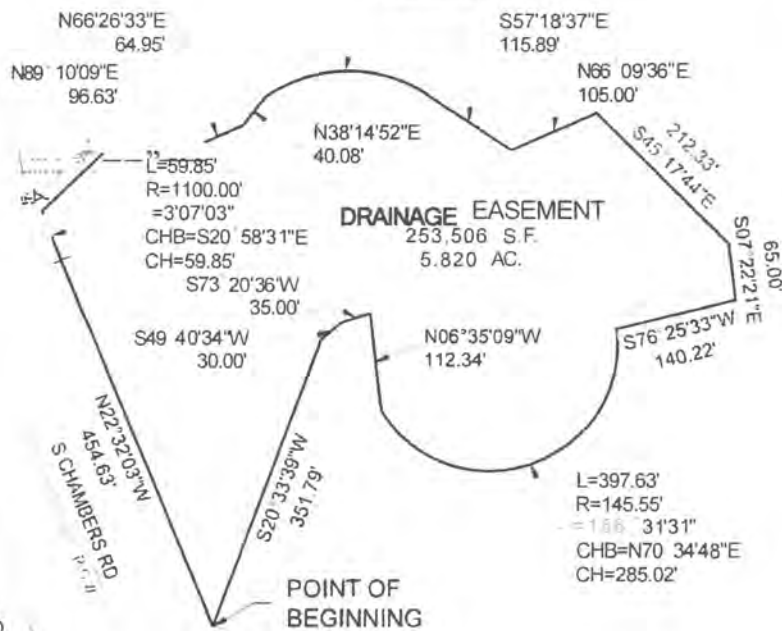
PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
N RANGE BOX
LS 35593

TRACT B
PROPOSED TANTERRA
FLING NO. 1

L=196.89'
R=170.00'
-f=66 21'26"
CHB=N88 55'35"E
CH=186.07'



E. LINE NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20\"/>

NE1/4
SEC. 32

N49°05'52\"/>

POINT OF COMMENCEMENT: 7
E 1/4 COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
PLS 38004

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

THE ABOVE DESCRIBED EASEMENT CONTAINS 253,506 SQUARE FEET OR (5.820 ACRE) MORE OR LESS.

This illustration does not

It is intended only to depict the attached legal description.



200 100 0 200 400

SCALE: 1" = 200'

NE 1/4, SECTION 32, T6S, R66W, 6TH P.M.
TOWN OF PARKER

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 200' BY: CMB CKD: PMS DATE: 8/12/2022

westwoodps.com
Westwood Professional Services, Inc.

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

d

RESOLUTION NO. 23-033, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR OAK GULCH WEST OF CHAMBERS ROAD

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for Oak Gulch west of Chambers Road, as provided in the Drainage Easement Agreement (Oak Gulch West of Chambers Road) 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

DRAINAGE EASEMENT AGREEMENT (Oak Gulch West of Chambers Road)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: NORTH PARKER
INVESTMENTS, LLC, an Arizona limited
liability company**

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 15 day of March 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:

Aug 31, 2023

GRANTEE: TOWN OF PARKER


Jeff Toborg, Mayor

ATTEST:


Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:


Kristin Hoffmann, Town Attorney

EXHIBIT A LEGAL DESCRIPTION

AN EASEMENT, FOR DRAINAGE PURPOSES, BEING PART OF THE NORTH HALF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 38004, ON A NUMBER 6 REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 35593, IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00° 04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 53° 23'36" WEST, A DISTANCE OF 2468.32 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTY-TWO (32) COURSES;

1. SOUTH 82° 06'27" WEST, A DISTANCE OF 10.59 FEET;
2. SOUTH 03° 00'33" WEST, A DISTANCE OF 83.49 FEET;
3. SOUTH 28° 18'01" WEST, A DISTANCE OF 110.00 FEET;
4. SOUTH 42° 14'48" WEST, A DISTANCE OF 65.00 FEET;
5. SOUTH 81° 26'34" WEST, A DISTANCE OF 80.00 FEET;
6. SOUTH 35° 36'58" WEST, A DISTANCE OF 80.00 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 109.80 FEET, A DISTANCE OF 196.90 FEET, A CENTRAL ANGLE OF 102° 44'50", A CHORD BEARING OF SOUTH 86° 22'42" WEST, AND A CHORD LENGTH OF 171.56 FEET TO A POINT OF NON-TANGENCY;
8. NORTH 49° 16'57" WEST, A DISTANCE OF 23.00 FEET;
9. SOUTH 82° 48'02" WEST, A DISTANCE OF 30.00 FEET;
10. SOUTH 49° 29'03" WEST, A DISTANCE OF 53.00 FEET;
11. NORTH 52° 34'04" WEST, A DISTANCE OF 70.21 FEET;
12. NORTH 04° 07'08" WEST, A DISTANCE OF 111.78 FEET;
13. NORTH 53° 46'43" EAST, A DISTANCE OF 53.25 FEET;
14. NORTH 80° 49'28" EAST, A DISTANCE OF 44.59 FEET;
15. NORTH 09° 10'05" EAST, A DISTANCE OF 37.76 FEET;
16. NORTH 30° 23'35" EAST, A DISTANCE OF 11.05 FEET;
17. NORTH 84° 37'15" EAST, A DISTANCE OF 159.84 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
18. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 96.88 FEET, A DISTANCE OF 137.37 FEET, A CENTRAL ANGLE OF 81° 14'22", A CHORD BEARING OF NORTH 48° 14'59" EAST, AND A CHORD LENGTH OF 126.15 FEET TO A POINT OF NON-TANGENCY;

19. NORTH 01° 09'02" WEST, A DISTANCE OF 96.23 FEET;
20. NORTH 76° 08'25" WEST, A DISTANCE OF 64.50 FEET;
21. NORTH 24° 38'12" WEST, A DISTANCE OF 214.26 FEET;
22. NORTH 17° 29'50" WEST, A DISTANCE OF 58.06 FEET;
23. NORTH 63° 45'08" WEST, A DISTANCE OF 121.64 FEET;
24. NORTH 84° 34'08" WEST, A DISTANCE OF 200.38 FEET;
25. NORTH 03° 17'51" EAST, A DISTANCE OF 101.07 FEET;
26. NORTH 59° 17'22" EAST, A DISTANCE OF 144.54 FEET;
27. NORTH 40° 11'25" EAST, A DISTANCE OF 141.12 FEET;
28. SOUTH 82° 57'25" EAST, A DISTANCE OF 123.15 FEET;
29. NORTH 75° 40'52" EAST, A DISTANCE OF 63.37 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
30. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1305.96 FEET, A DISTANCE OF 168.31 FEET, A CENTRAL ANGLE OF 07° 23'03", A CHORD BEARING OF SOUTH 14° 13'25" EAST, AND A CHORD LENGTH OF 168.19 FEET TO A POINT OF NON-TANGENCY;
31. SOUTH 25° 52'45" EAST, A DISTANCE OF 184.99 FEET;
32. SOUTH 22° 32'03" EAST, A DISTANCE OF 417.87 FEET TO THE **POINT OF BEGINNING**

SAID EASEMENT CONTAINING A CALCULATED AREA OF 317,917 SQUARE FEET OR 7.298 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

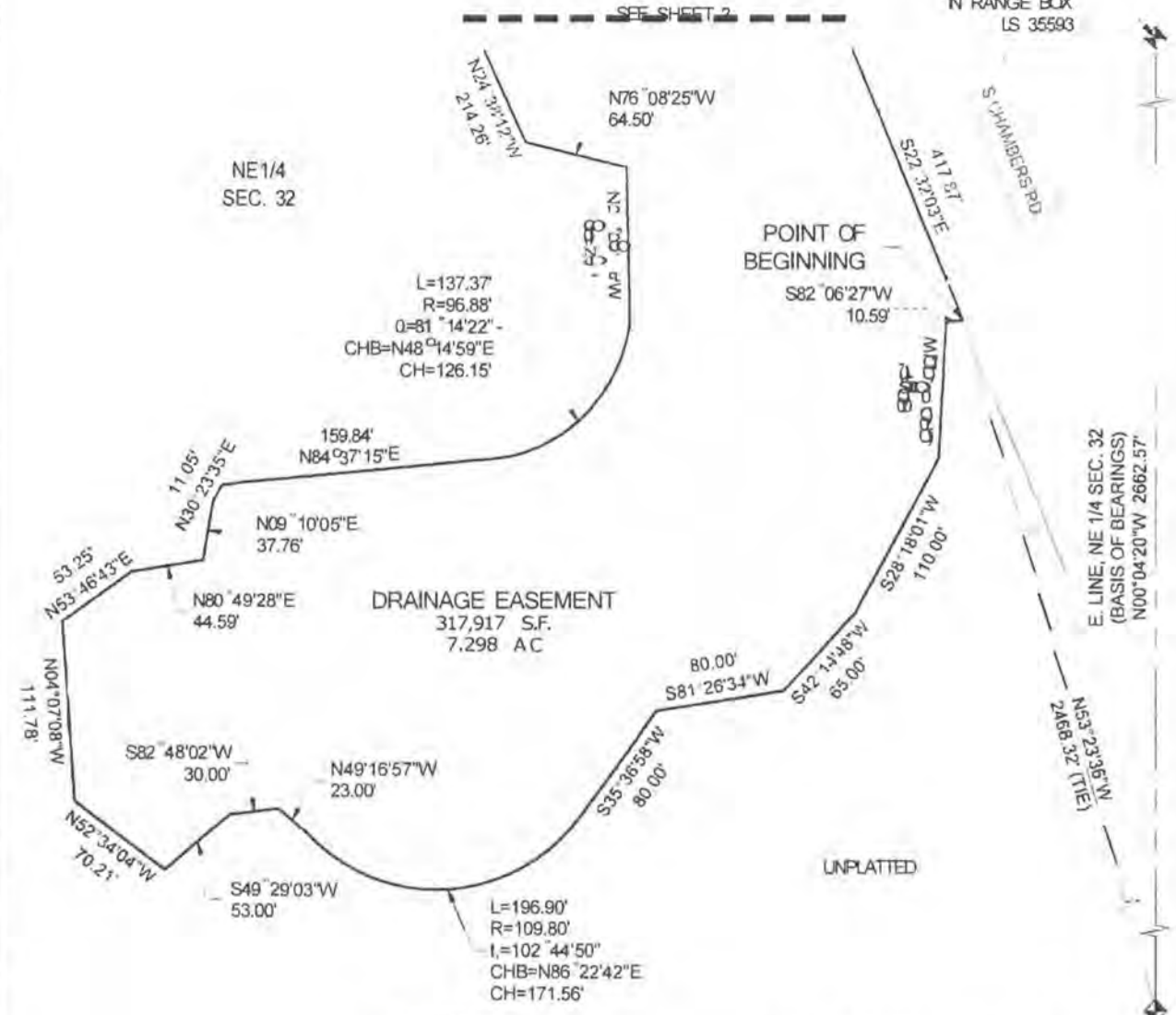
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
N RANGE BOX
LS 35593



POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
PLS 38004



SCALE: 1" = 100'

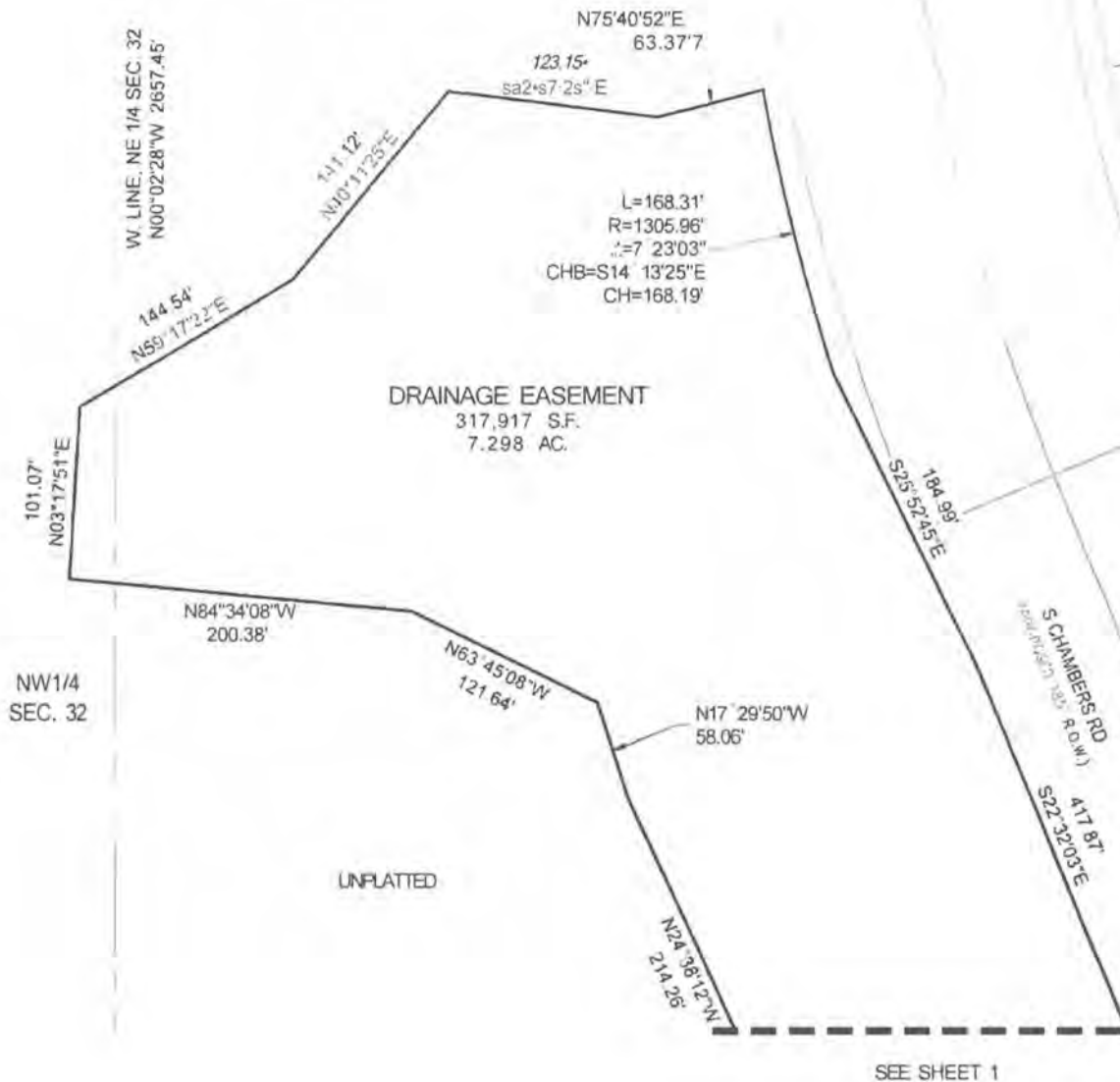
OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

THE ABOVE DESCRIBED EASEMENT CONTAINS 317,917 SQUARE FEET OR (7.298 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
N 1/2, SECTION 32, T6S, R66W, 6TH P.M.
TOWN OF PARKER
DOUGLAS COUNTY, COLORADO

Westwood

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



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

THE ABOVE DESCRIBED EASEMENT CONTAINS 317,917 SQUARE FEET OR (7.298 ACRE) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



SCALE: 1" = 100'

DRAINAGE EASEMENT
N 1/2, SECTION 32, T6S, R66W, 6TH P.M.
TOWN OF PARKER

DOUGLAS COUNTY, COLORADO
SCALE: 1" = 100' | BY: CWB | CK'D: PMS | DATE: 8/12/2022

Westwood

westwoodps.com
Westwood Professional Services, Inc.

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

TS:ANTHONY C. E:\LEGAL\OFFSITE_10\2022\10A F1 - DRAINAGE EASEMENT - P.DWG. C:\BENTLEY\B10222

RESOLUTION NO. 23-034, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTH PARKER INVESTMENTS, LLC, FOR THE NORTH SIDE OF GREAT PLAIN WAY

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from North Parker Investments, LLC, for the north side of Great Plain Way, as provided in the Drainage Easement Agreement (North Side of Great Plain Way) 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

DRAINAGE EASEMENT AGREEMENT (North Side of Great Plain Way)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between NORTH PARKER INVESTMENTS, LLC, an Arizona limited liability company, having an address of 7339 E. Evans Road, Suite 201, Scottsdale, Arizona 85260 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: 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 1st day of March, 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: Aug 31 2023.

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

LEGAL DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT FOR DRAINAGE PURPOSES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 5TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00 04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 34 03'23" WEST, A DISTANCE OF 1236.53 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. NORTH 18 01'28" EAST, A DISTANCE OF 130.04 FEET;
2. SOUTH 71 58'32" EAST, A DISTANCE OF 30.00 FEET;
3. SOUTH 18 01'28" WEST, A DISTANCE OF 113.80 FEET;
4. SOUTH 79 35'56" WEST, A DISTANCE OF 34.11 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 3,658 SQUARE FEET OR 0.084 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
N RANGE BOX
S 35593

NE 1/4
SEC. 32

UNPLATTED

DRAINAGE EASEMENT
3,658 S.F. -
0.084 AC.

S71°58'32"E
30.00'

E. LINE, NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

POINT OF BEGINNING

130.04'
N18°01'28"E
518'01'28"W
113.15'

S79°35'55"W
34.11'

N34°03'23"W
1236.53' (TIE)

POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260



100 50 0 100 200

SCALE: 1" = 100'

THE ABOVE DESCRIBED EASEMENT CONTAINS 881 SQUARE FEET OR (0.020 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAINAGE EASEMENT
NORTH PARKER INVESTMENTS LLC
NE 1/4, SECTION 32, T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 100' BY: CVB CK'D: PMS DATE: 3/3/2022

Westwood

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

westwoodps.com
Westwood Professional Services, Inc.

RESOLUTION NO. 23-035, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4 FOR OAK GULCH EAST OF TAMMY LANE

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Cherry Creek South Metropolitan District No. 4 for Oak Gulch east of Tammy Lane, as provided in the Drainage Easement Agreement (Oak Gulch East of Tammy Lane) 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

DRAINAGE EASEMENT AGREEMENT (Oak Gulch East of Tammy Lane)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, having an address of c/o White Bear Ankele Tanaka & Waldron, P.C., 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: CHERRY CREEK SOUTH
METROPOLITAN DISTRICT NO. 4**

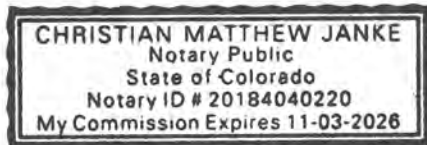
Sarah Hunsche
Board member [Name/Title]
Sarah Hunsche

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of March, 2023, by Sarah Hunsche, as Board Member of Cherry Creek South Metropolitan District No. 4.

My commission expires: 11/03/2026

SEAL



CHM/jh
Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A LEGAL DESCRIPTION

AN EASEMENT, FOR DRAINAGE PURPOSES, BEING PART OF TRACT N, SUNMARKE FILING NO. 1A, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2020020677, BEING LOCATED IN THE NORTH HALF OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 38004, ON A NUMBER 6 REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, LS 35593, IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00° 04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 40° 49'01" EAST, A DISTANCE OF 3133.31 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT N, BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWENTY-FIVE (25) COURSES;

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A DISTANCE OF 61.15 FEET, A CENTRAL ANGLE OF 07° 42'03", A CHORD BEARING OF NORTH 04° 35'38" WEST, AND A CHORD LENGTH OF 61.11 FEET TO A POINT OF TANGENCY;
2. NORTH 00° 44'37" WEST, A DISTANCE OF 57.95 FEET;
3. SOUTH 89° 41'11" EAST, A DISTANCE OF 85.00 FEET;
4. SOUTH 65° 02'59" EAST, A DISTANCE OF 133.00 FEET;
5. NORTH 65° 08'51" EAST, A DISTANCE OF 195.00 FEET;
6. NORTH 76° 44'54" EAST, A DISTANCE OF 75.00 FEET;
7. NORTH 59° 18'53" EAST, A DISTANCE OF 55.00 FEET;
8. NORTH 52° 38'47" EAST, A DISTANCE OF 95.00 FEET;
9. NORTH 62° 54'25" EAST, A DISTANCE OF 18.32 FEET TO THE SOUTHERN RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088619 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;
10. ALONG SAID SOUTHERLY RIGHT OF WAY, NORTH 89° 15'31" EAST, A DISTANCE OF 132.00 FEET;
11. LEAVING SAID SOUTHERLY RIGHT OF WAY, SOUTH 69° 54'23" EAST, A DISTANCE OF 26.00 FEET;
12. SOUTH 55° 37'38" EAST, A DISTANCE OF 77.00 FEET;
13. SOUTH 04° 10'12" WEST, A DISTANCE OF 58.86 FEET;
14. SOUTH 14° 47'42" WEST, A DISTANCE OF 78.48 FEET;
15. SOUTH 61° 36'58" WEST, A DISTANCE OF 36.08 FEET;
16. SOUTH 50° 49'33" EAST, A DISTANCE OF 3.46 FEET;
17. SOUTH 82° 51'11" EAST, A DISTANCE OF 17.52 FEET;

18. SOUTH 10° 44' 14" WEST, A DISTANCE OF 91.14 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT N
19. ALONG SAID SOUTHERLY BOUNDARY, SOUTH 83° 44' 15" WEST, A DISTANCE OF 35.00 FEET;
20. LEAVING SAID SOUTHERLY BOUNDARY, NORTH 04° 35' 13" WEST, A DISTANCE OF 62.00 FEET;
21. NORTH 54° 40' 07" WEST, A DISTANCE OF 90.00 FEET;
22. SOUTH 67° 46' 12" WEST, A DISTANCE OF 70.00 FEET;
23. SOUTH 48° 57' 43" WEST, A DISTANCE OF 179.65 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT N
24. ALONG SAID SOUTHERLY BOUNDARY, SOUTH 83° 44' 15" WEST, A DISTANCE OF 62.89 FEET;
25. CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH 77° 48' 21" WEST, A DISTANCE OF 388.78 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 147,074 SQUARE FEET OR 3.376 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

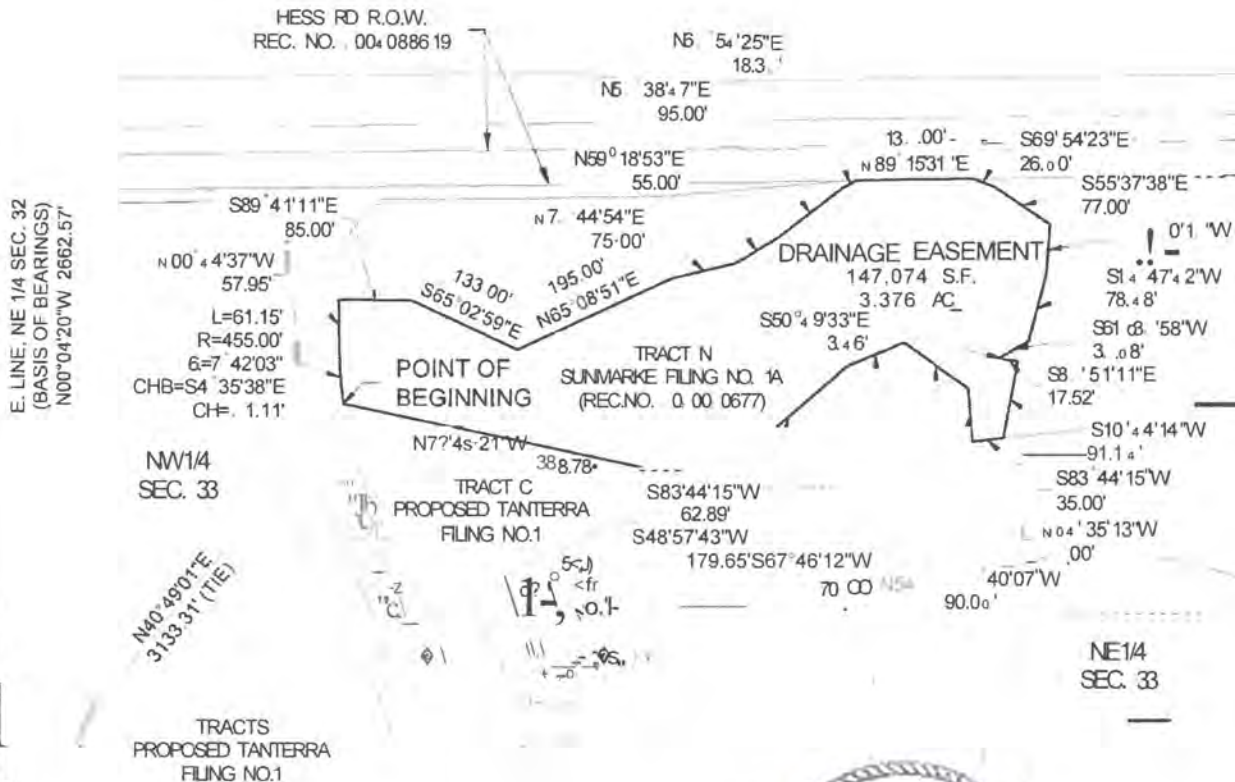
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NE COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
N RANGE BOX
LS 35593



POINT OF COMMENCEMENT
E 1/4 COR. SECTION 32
FOUND NO. 6 REBAR WITH 3-1/4"
ALUMINUM CAP
PLS 38004

OWNER:
CHERRY CREEK SOUTH METRO DISTRICT 4
C/O WHITE BEAR ANKELE TANAKA & WALDRON
2154 EAST COMMONS AVENUE, SUITE 000
CENTENNIAL, COLORADO 801

THE ABOVE DESCRIBED EASEMENT CONTAINS 147,074 SQUARE FEET OR (3.376 ACRE) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



200 100 0 200 400

SCALE: 1" = 200'

DRAINAGE EASEMENT

N 1/2, SECTION 33, T6S, R66W, 6TH P.M.

TOWN OF PARKER

DOUGLAS COUNTY, COLORADO

SCALE: 1" = 00' BY: CMB CK'D: PMS DATE: 8/ / 02

Westwood

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

westwoodps.com
Westwood Professional Services, Inc.

RESOLUTION NO. 23-036, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4 FOR TANTERRA FILING NO. 2

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Cherry Creek South Metropolitan District No. 4 for Tanterra Filing No. 2, as provided in the Drainage Easement Agreement (Tanterra Filing No. 2) 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

DRAINAGE EASEMENT AGREEMENT (Tanterra Filing No. 2)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, having an address of c/o White Bear Ankele Tanaka & Waldron, P.C., 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

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

**GRANTOR: CHERRY CREEK SOUTH
METROPOLITAN DISTRICT NO. 4**

Sarah Hunsche
Sarah Hunsche/Board [Name/Title]
Member

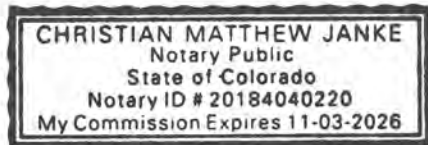
STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 13th day of March, 2023, by Sarah Hunsche, as Board Member of Cherry Creek South Metropolitan District No. 4.

My commission expires: 11/03/2026

SEAL

Chrt M. Janke
Notary Public



GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT FOR GRADING AND DRAINAGE PURPOSES, LOCATED IN TRACT N, SUNMARKE FILING NO. 1A, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2020020677, BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A NUMBER 6 REBAR WITH 3.25 INCH ALUMINUM CAP, COLORADO PLS 38004, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, BEING MONUMENTED BY A NUMBER 6 REBAR WITH A 3.25 INCH ALUMINUM CAP IN A RANGE BOX, COLORADO PLS 35593, IS ASSUMED TO BEAR NORTH 00°04'20" WEST, A DISTANCE OF 2662.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 59°10'30" EAST, A DISTANCE OF 3792.40 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT N, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING TWENTY-TWO (22) COURSES;

1. NORTH 65°33'49" EAST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 65.50 FEET;
2. NORTH 82°16'33" EAST, A DISTANCE OF 79.81 FEET;
3. NORTH 81°54'38" EAST, A DISTANCE OF 114.78 FEET;
4. NORTH 85°26'42" EAST, A DISTANCE OF 42.14 FEET;
5. NORTH 61°42'42" EAST, A DISTANCE OF 44.94 FEET;
6. NORTH 35°16'14" EAST, A DISTANCE OF 21.61 FEET;
7. NORTH 58°17'42" WEST, A DISTANCE OF 51.53 FEET;
8. NORTH 04°18'07" WEST, A DISTANCE OF 40.58 FEET;
9. NORTH 29°44'27" EAST, A DISTANCE OF 161.52 FEET;
10. NORTH 41°29'54" EAST, A DISTANCE OF 77.18 FEET;
11. NORTH 70°29'55" EAST, A DISTANCE OF 41.01 FEET;
12. NORTH 68°43'05" EAST, A DISTANCE OF 24.34 FEET;
13. SOUTH 56°27'51" EAST, A DISTANCE OF 111.29 FEET;
14. SOUTH 33°27'13" EAST, A DISTANCE OF 19.33 FEET;
15. SOUTH 40°44'12" EAST, A DISTANCE OF 63.99 FEET;
16. SOUTH 51°04'03" WEST, A DISTANCE OF 289.69 FEET;
17. SOUTH 60°49'10" WEST, A DISTANCE OF 68.22 FEET;
18. SOUTH 73°00'33" WEST, A DISTANCE OF 70.90 FEET;
19. SOUTH 81°50'31" WEST, A DISTANCE OF 92.36 FEET;
20. SOUTH 84°01'24" WEST, A DISTANCE OF 111.95 FEET;
21. SOUTH 88°22'13" WEST, A DISTANCE OF 50.09 FEET;

22. NORTH 82°58'53" WEST, A DISTANCE OF 32.02 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING A CALCULATED AREA OF 71,016 SQUARE FEET OR 1.630 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.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



NW COR. SECTION 33
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
IN RANGE BOX
LS 35593

TRACT N
SUNMARKE FILING NO. 1A
FINAL PLAT
REC. NO. 2020020677

NE 1/4
SEC. 33

NORTH PARKER
INVESTMENTS LLC
(REC.NO. 0000051)

OAK GULCH

TRACT C
PROPOSED TANTERRA
FILING NO. 1

GRADING AND DRAINAGE EASEMENT
71,016 S.F.
1.630 AC.

E. LINE, NE 1/4 SEC. 32
(BASIS OF BEARINGS)
N00°04'20"W 2662.57'

POINT OF
BEGINNING

N59°10'30"E
3792.40' (TIE)
MCGARRITY AVE

POINT OF COMMENCEMENT
W 1/4 COR. SECTION 33
FOUND NO. 5 REBAR WITH NO CAP
REPLACED WITH NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
PLS 38004

TRACT G
SUNMARKE FILING NO. 1A
(REC.NO. 2020020677)



OWNER:
NORTH PARKER INVESTMENTS LLC
7339 E EVANS RD STE 201
SCOTTSDALE, ARIZONA 85260

100 50 0 00 200

SCALE: 1" = 100'

THE ABOVE DESCRIBED EASEMENT CONTAINS 71,016 SQUARE FEET OR (1.630 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

GRADING & DRAINAGE EASEMENT
NORTH PARKER INVETMENTS LLC
NE 1/4, SECTION 33, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

Westwood

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

SCALE: 1" = 100' BY: CWB CK'D: PMS DATE: 3/8/2022

Westwoodps.com
Westwood Professional Services, Inc.

N:\PROJECTS\ANTHONY\CAD\SURVEY\LEGAL\OFFSITE 3.3.2022\FILING 1\TANTERRA F1 - GRADING & DRAINAGE ESMT - A.DWG. CBYERS, 3/8/22



Request for Town Council Action

Date: April 3, 2023
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Construction Management Contract for Pikes Peak Drive Sidewalk Improvements Project (CIP22-041-CM)**
Amount: \$307,695
Contractor: EST, Inc.
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a professional services agreement with EST, Inc. for the Pikes Peak Drive Sidewalk Improvements project (CIP22-041-CM) for \$307,695.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Engineering/Public Works staff is currently working to improve the sidewalks along Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet. The project generally consists of widening sidewalks to a variable width of 6 to 8-ft, reconstructing curb ramps and crosswalks, adding pedestrian lighting, improving street drainage, and undergrounding overhead utilities. The project was introduced and supported by Town Council in 2021, and contracts for preliminary and final design services were approved by Town Council in December of 2021 and October 2022. Construction is tentatively scheduled to begin in April 2023 and completion is scheduled for December 2023.

This project requires construction management (CM) services, including but not limited to project management, inspection, and material testing efforts. EST was selected from the Town's on-call listing for CM services because of their excellent performance on past Town projects, including the Schoolhouse Plaza/Parking Lot project and the Jordan Road Underpass project. EST has the qualifications, expertise, and available resources necessary to perform the work and their proposal is in line with the project scope, complexity, and schedule. This project requires some additional oversight due to the number of impacted businesses inside the project limits and the confined conditions in which the contractor must work. EST and the contractor are committed to coordinating with business owners on a weekly basis by keeping them informed of project progress or delays and addressing concerns regarding business access and traffic as they come up.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

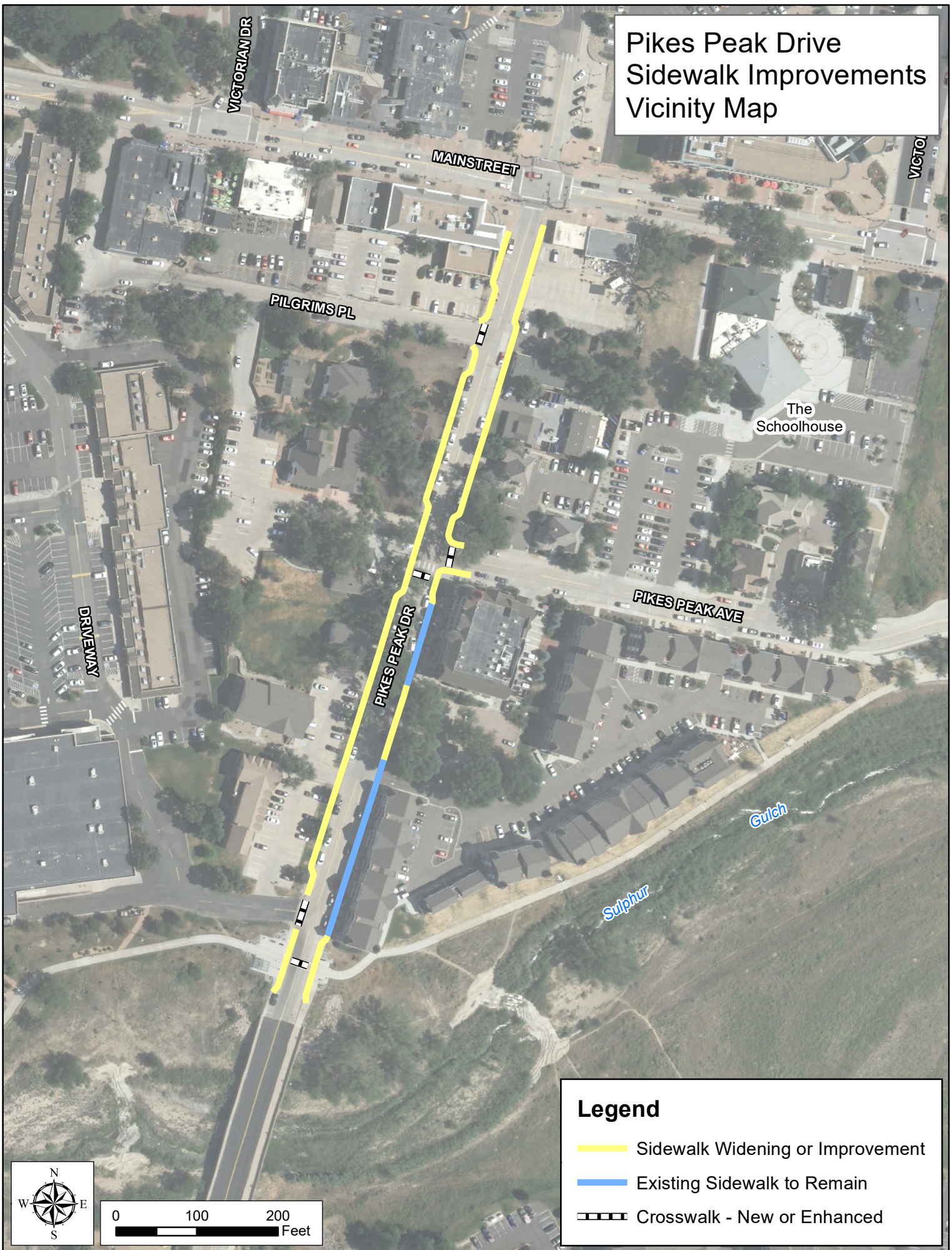
ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

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

Pikes Peak Drive Sidewalk Improvements Vicinity Map





Request for Town Council Action

Date: April 3, 2023
Submitted By: Nathan Klass, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Rowley Downs Trail Project (CIP22-037-CI)**
Amount: **\$379,640**
Contractor: **Alpine Civil Construction, Inc.**
Department: **Engineering and Public Works, Nathan Klass**

EXECUTIVE SUMMARY

This agenda item is to award a trade contractor agreement with Alpine Civil Construction Inc. for the Rowley Downs Trail Project (CIP22-037-CI) for \$379,640.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on March 8, 2023 for the Rowley Downs Trail project. Work includes, but is not limited to, constructing a hard surface trail from the existing Rowley Downs trail system through Seibert Circle to Omaha Avenue. This project will include curb cuts and pour backs at each street crossing and grading to accommodate the new concrete trail.

The Town received bids from ten (10) contractors with Alpine Civil Construction being the lowest responsible bidder. Alpine Civil Construction has completed previous concrete flat work projects with Town staff in the past with good results. Two references were contacted and gave positive reviews. Town staff recommends moving forward with the contract award. The bids were as follows:

Alpine Civil Construction	\$379,640.00
Concrete Express, Inc.	\$460,986.00
Elite Surface Infrastructure	\$387,211.85
Greatland Concrete and Landscaping Inc	\$501,260.50
JARCCO Construction LLC	\$656,594.00
Standard Concrete Inc.	\$534,828.00
Stone and Concrete	\$562,992.30
T&M Construction	\$416,989.00
Essential Contractors	\$572,517.75
Jags Enterprises Inc.	\$416,580.00

FINANCIAL IMPACT

Funding for this project secured through restricted funds from mitigation funding of an Xcel power line in the Rowley Downs neighborhood. The low bid for this project came in well under the projected budget and engineer's estimate.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: April 3, 2023

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Contract Amendment for O'Brien Park Streetscape Construction Documents**

Amount: \$140,996

Contractor: PCS Group, Inc.

Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

The Professional Services Agreement with People Creating Spaces (PCS) needs to be amended to complete the final construction documents for the O'Brien Streetscape Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the upgrades related to the P3 Downtown Placemaking Improvements, a site plan was prepared for landscape improvements to the streetscape along the south, west and a portion of the east perimeter of O'Brien Park and was approved by Town Council on March 6, 2023.

Final construction and engineering drawings are needed to put the project out for bid to construct the improvements. Since PCS completed the site plan, staff recommends an amendment to their contract to provide final design services to complete the detailed drawings needed for construction. The amendment proposes to increase the contract by \$62,891 with an amount not to exceed \$146,696, which includes the completed contract of \$83,805.

FINANCIAL IMPACT

Funding is appropriated in the 2023 Roadway CIP project budget.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

**National Donate Life Month
Proclamation**

WHEREAS, April 2023 is 20th National Donate Life Month with a goal to raise awareness about organ, eye and tissue donation, encourage Americans to register as donors and honor those that have saved lives through the gift of donation; and

WHEREAS, Colorado has the nation's highest-performing state donor registry with 67% of driver license/ID card applicants signing up to be organ and tissue donors—a decision that reflects deep commitment to one another and confirms that there is good inside all of us; and

WHEREAS, one donor can save up to 8 lives through organ donation and save and heal more than 75 lives through tissue donation; and

WHEREAS, a record 278 heroic organ donors saved 740 lives in 2022, a 29% increase from 2021; and Donor Alliance recovered tissue for transplant from 1,911 heroic tissue donors saving and healing with nearly 144,000 tissue grafts; and

WHEREAS, there are nearly 1,500 people waiting for a lifesaving organ transplant in Colorado and Wyoming. Of those waiting, nearly 1,200 are waiting for a kidney—the organ most in need—and nearly 120 are waiting for a liver; and

WHEREAS, the U.S. has officially has achieved its 1 millionth organ transplant, including the more than 42,800 organ transplants performed in 2022, another historic first for the nation which is a testament to the lifesaving work being done by Donor Alliance and all organ procurement organizations across America; and

WHEREAS, Donor Alliance's Donor Service Area serves 6.3 million residents and covers 184,151 square miles – this includes all of Colorado and most of Wyoming.

NOW, THEREFORE, I, Jeff Toborg the Mayor of the Town of Parker, Colorado, do hereby proclaim the month of April 2023 as

National Donate Life Month

in the town of Parker, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 3rd day of April 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: April 3, 2023

Submitted By: Amber Wood Hicken, Planner I
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **GLADYS O'BRIEN HOUSE MDP** (*Continued from February 6, 2023 and 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

EXECUTIVE SUMMARY

The applicant, Parker Authority for Reinvestment (P3), is proposing a Minor Development Plat (MDP) for a .40 acre parcel located at 11017 South Pikes Peak Drive. The property is located on the west side of Pikes Peak Drive south of Mainstreet.

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

1. Consistency with Master Plan: The proposed subdivision is consistent with the goals and policies of the Town of Parker Master Plan and the General Land Use Plan in the Master Plan.
2. Consistency with the Land Development Ordinance and other minimum standards established by the Town: The proposed subdivision complies with this Section and all other provisions of this Title, the Town's Stormwater Drainage and Environmental Criteria Manual and the Town of Parker Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town.
3. Consistency with Zone District Standards or Planned Development Guide, if applicable: The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.
4. Public Notice Requirements: The applicant has demonstrated that all public notice requirements have been met.
5. Agreements: A subdivision agreement and/or other agreements have been executed by the applicant as required by the Town Council.
6. Public Dedications: All applicable public dedication requirements have been satisfied.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is located on the west side of the intersection of Pikes Peak Drive and Pikes Peak Avenue in Downtown. The property was annexed in 1981 as a part of the original incorporation of the Town. It has a total area of approximately .40 acres and is developed with two (2) commercial buildings occupied by Cottage Veterinary Hospital.

The subject property is bordered by St. Matthews's Church to the north, commercial uses to the south along Pikes Peak Drive, a Town-owned public parking lot to the west and commercial uses at the intersection of Pikes Peak Drive and Pikes Peak Avenue to the east. The property is located in the Greater Downtown District – Pikes Peak Center zone district and is within the Mainstreet Master Plan Character Area of the Parker 2035 Master Plan.

The proposed MDP will address the issue that the subject property is unplatted and create a legal lot of record as is required by Municipal Code.

The Planning Commission held a public hearing on the proposed MDP on January 12, 2023 and voted to recommend that the Town Council approve it.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

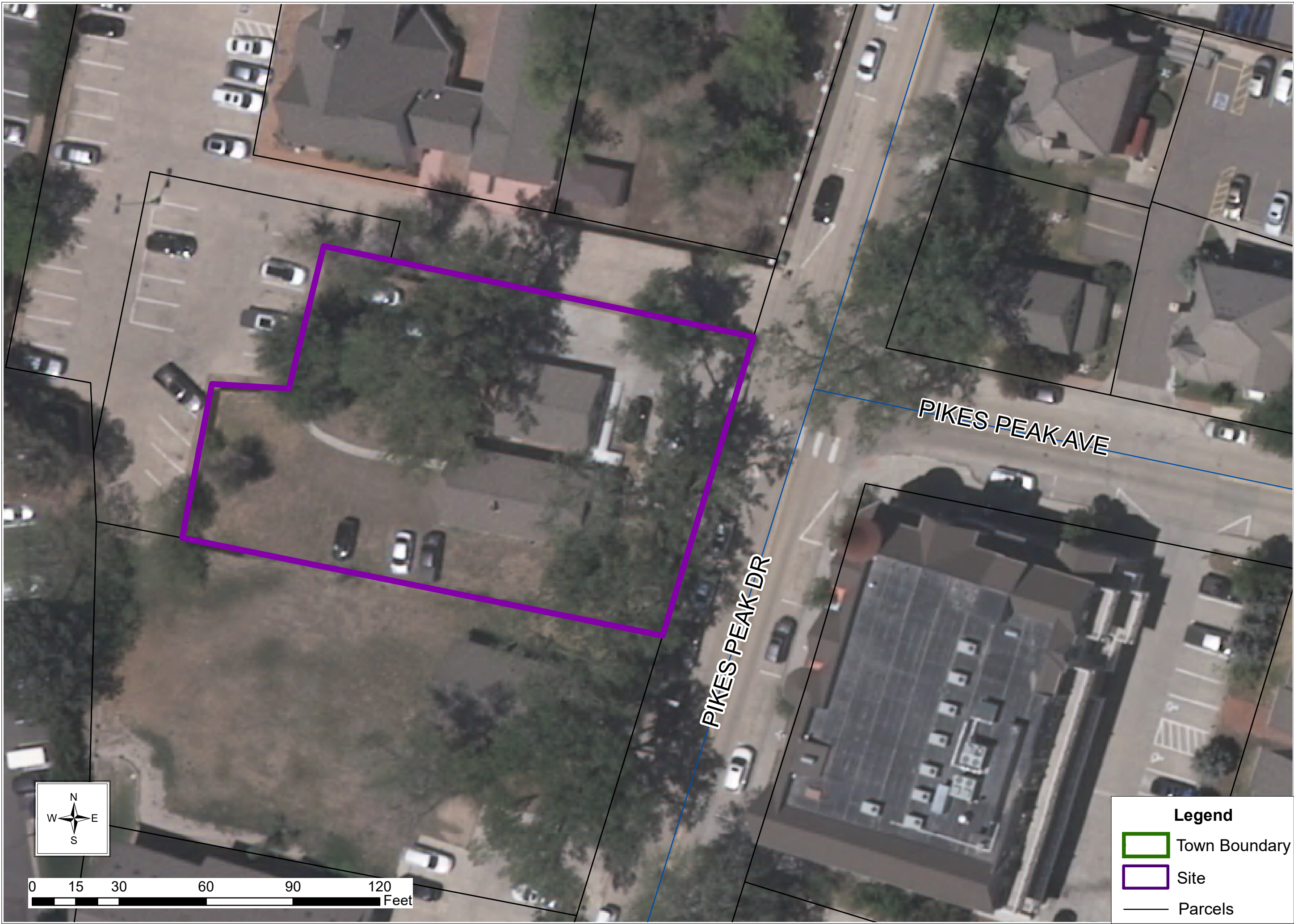
1. Vicinity Map
2. Planning Commission Staff Report
3. Gladys O'Brien MDP

RECOMMENDED MOTION

I move to approve the Gladys O'Brien Minor Development Plat, based on staff findings.

Gladys O'Brien House Minor Development Plat

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 1/12/2023

Town Council Date: 2/6/2023

Hearing Type: Public Hearing
Gladys O'Brien House, Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB22-026

Location: The site is located on the west side of Pikes Peak Drive south of Mainstreet.

Project Planner: Bryce Matthews, Assistant Director - Planning

Applicant: Parker Authority for Reinvestment

Executive Summary: The applicant, Parker Authority for Reinvestment, is proposing to plat a 0.397 acre parcel located at 11017 S. Pikes Peak Drive. The site is located at the southwest corner of Pikes Peak Avenue and Pikes Peak Drive in downtown Parker.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat, subject to the following conditions:"

-List Conditions

"I move the Planning Commission recommend Town Council deny the Gladys O'Brien House Filing No. 1 Minor Development Plat as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the Gladys O'Brien House Filing No. 1 Minor Development Plat to a future date."

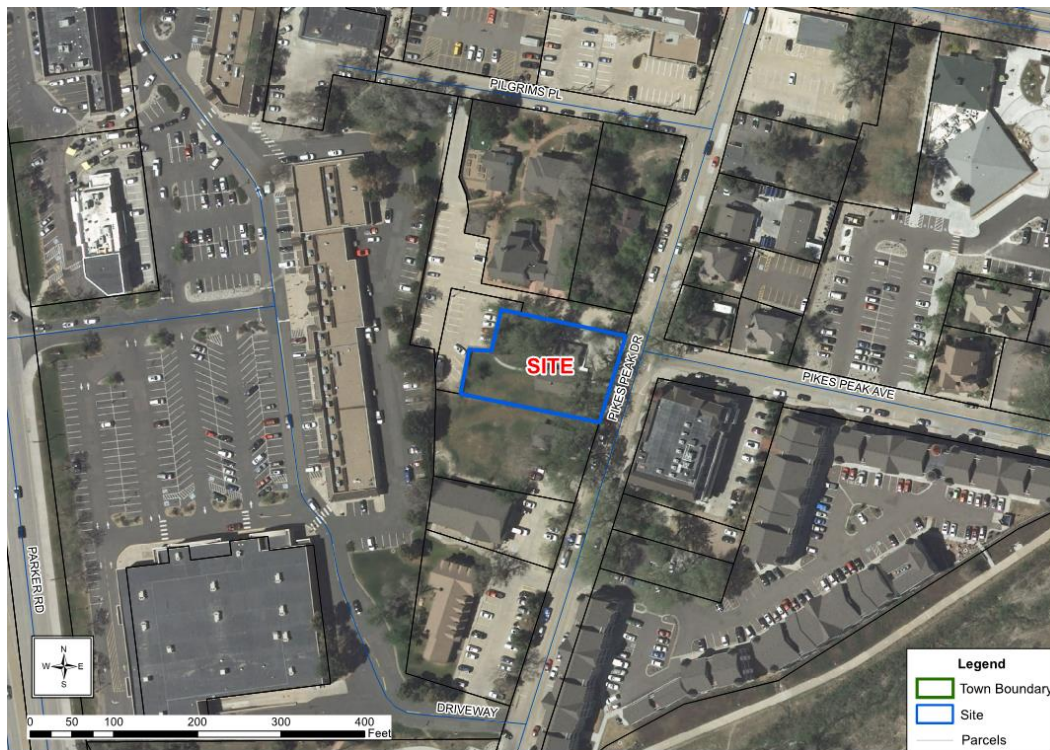
I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 1981 as a part of the original incorporation of the Town. The property is bounded on the north by a residential use and church use, to the east by commercial uses, to the west by public parking, and to the south by commercial uses.

The parcel's current zoning is Greater Downtown District – Pikes Peak Center and the site is located within the Mainstreet Master Plan Character Area of the *Parker 2035 Master Plan*.

The proposed Minor Development Plat application, known as the Gladys O'Brien House, approximately 0.4 acres. The proposal is to plat this unplatted parcel to create a legal lot of record.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
1981	Parcel was annexed as part of the original incorporation of the Town from Douglas County in 1981 - which included approximately 629 acres.

III. CURRENT SITE DATA

Existing Zoning		GD - Greater Downtown District	
Overlay District		N/A	
PD & Plan Area		N/A	
Master Plan Area		Mainstreet Master Plan	
Site Acreage		.379 acres	
Subdivision		Not currently subdivided	
Existing Use		Commercial services	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mainstreet Master Plan Area	GD - Greater Downtown District	Residential
South	Mainstreet Master Plan Area	GD - Greater Downtown District	Commercial
East	Mainstreet Master Plan Area	GD - Greater Downtown District	Commercial
West	Mainstreet Master Plan Area	GD - Greater Downtown District	St. Matthews public parking lot

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan Area ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Mainstreet Master Plan Character Area envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. New development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. The current ground-floor commercial uses are appropriate in the Mainstreet Master Plan Character Area. These uses support a walkable pedestrian environment interacting with Pikes Peak and

	Mainstreet, complement other downtown uses, and contribute to the unique downtown character as recommended in this character area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.H Jobs and Economic Vitality 2.C Jobs and Economic Vitality 4.A
Staff Analysis	The subject property is located west side of Pikes Peak Drive south of Mainstreet within the Mainstreet Master Plan Character Area of the Parker 2035 Master Plan. The proposed Minor Development Plat will create a legal lot of record that will allow for the continuation of the existing uses and will also provide opportunity for future redevelopment within the context of the existing zoning and in support of the goals and strategies of the Mainstreet Master Plan. Based on this analysis, staff has determined that the request is consistent with the <i>Parker 2035 Master Plan</i>.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	N/A	No new structures are a part of this proposal. Required setbacks will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	No residential development is a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	GDD Pikes Peak maximum height = 45 feet	No new structures are a part of this proposal. Required height will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A

Lot Size	None	Existing lot size meets the zoning requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage		No new structures are a part of this proposal.	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	Landscaping requirements will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be addressed at time of future redevelopment.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Minor Development Plat against the requirements in the Greater Down District – Pikes Peak zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property fronts onto Pikes Peak Drive and has one existing access points on Pikes Peak Drive. No changes are proposed to the access or circulation.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	Approved
Town of Parker Building	Advisory comments
CenturyLink Communications	No comment
Comcast	No comments submitted
Town of Parker Comprehensive Planning	The property does not conflict with the Parker 2035 Master Plan
Cherry Creek Basin	Advisory comments
Town of Parker Engineering/Civil	Approved

Douglas County Assessors	No comment
Fire Life Safety	Approved
IREA	Approved
Public Service Company/ Xcel	Advisory comments
South Metro Fire	No comments submitted
Urban Drainage	Not applicable

VIII. CONCLUSION

This proposal is consistent with the *Parker 2035 Master Plan* and the Minor Development Plat has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that Planning Commission recommend Town Council approve the Gladys O'Brien House Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

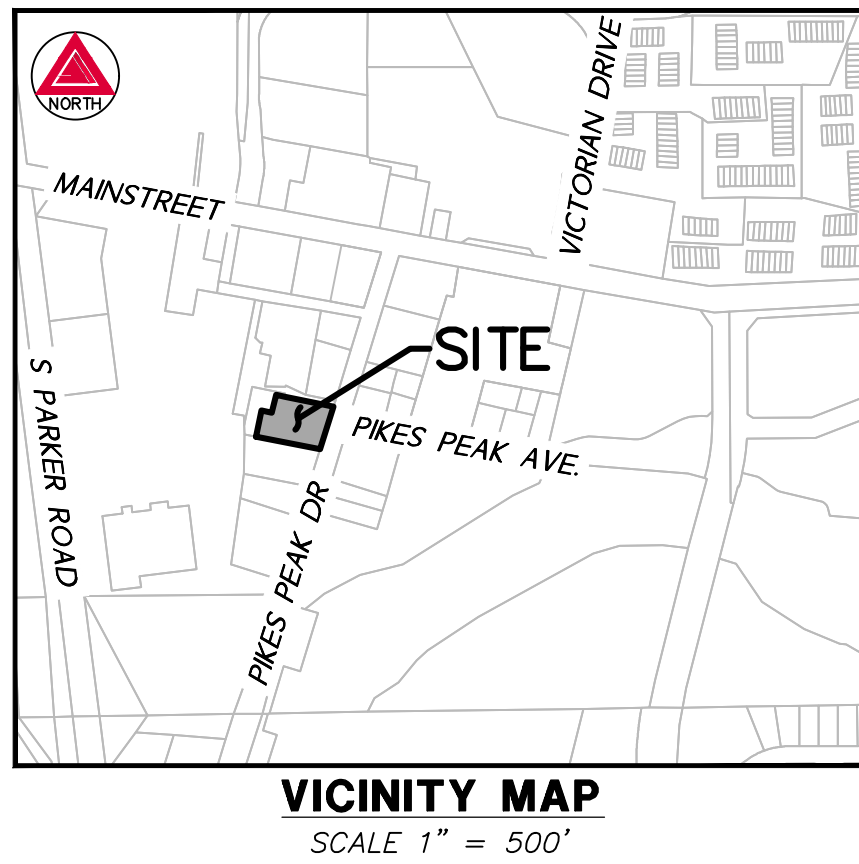
Gladys O'Brien House Filing No. 1 Minor Development Plat

Report Approved By: Bryce Matthews, Assistant Director - Planning

GLADYS O'BRIEN HOUSE

MINOR DEVELOPMENT PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
0.397 ACRES – 1 COMMERCIAL LOT



LEGAL DESCRIPTION

(FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE REPORT NO. N0033349-010-T02-ES, WITH AN EFFECTIVE DATE OF MARCH 8, 2022 AT 8:00 A.M.)

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND 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:

A TRACT OF LAND BEGINNING AT A POINT WHENCE THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 42 DEGREES 30 MINUTES EAST, A DISTANCE OF 2563.00 FEET;
THENCE NORTH 79 DEGREES WEST, A DISTANCE OF 150 FEET;
THENCE SOUTH 17 DEGREES 15 MINUTES WEST, A DISTANCE OF 55 FEET;
THENCE NORTH 81 DEGREES 35 MINUTES WEST, A DISTANCE OF 60 FEET;
THENCE SOUTH, A DISTANCE OF 53 FEET;
THENCE SOUTH 79 DEGREES EAST, A DISTANCE OF 190 FEET;
THENCE NORTH 17 DEGREES 13 MINUTES EAST, A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING;

EXCEPT THOSE PARTS DESCRIBED IN QUIT CLAIM DEED RECORDED JANUARY 15, 1960 IN BOOK 131 PAGE 1, WARRANTY DEED RECORDED DECEMBER 21, 1962 IN BOOK 147 PAGE 185, AND DECREE OF QUIET TITLE ACTION CA NO. 83CV291 RECORDED FEBRUARY 10, 1984 IN BOOK 508 PAGE 170, 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 **GLADYS O'BRIEN HOUSE** MINOR DEVELOPMENT PLAT. 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 SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

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

SPIRO VETERINARY REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE

STATE OF COLORADO)
) SS
COUNTY OF _____)

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

BY _____, AS _____, OF

SPIRO VETERINARY REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

MORTGAGE HOLDER

THE UNDERSIGNED AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

BY: _____

NAME: _____

TITLE: _____

TITLE VERIFICATION

I/WE, FIDELITY NATIONAL 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 DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE INSURANCE COMPANY FILE NO. N0033349-010-T02-ES WITH AN EFFECTIVE DATE OF MARCH 8, 2022 AT 8:00 A.M.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)

COUNTY OF _____)SS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, AS _____, OF

FIDELITY NATIONAL TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS. THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON ____ DAY OF _____, 20____, A.D.,

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 28, 2022.
- BASIS OF BEARINGS – BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°53'38" EAST, A DISTANCE OF 2,675.19 FEET.
- FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0033349-010-T02-ES EFFECTIVE MARCH 8, 2022 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08035C0069F, WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2005, THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS – ZONE "X", WITH "ZONE X" BEING DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
- THE PURPOSE OF THIS PLAT IS TO PLAT THE LANDS DESCRIBED IN WARRANTY DEED RECORDED ON JANUARY 9, 2017 AT RECEPTION NO. 2017001552, INTO 1 LOT.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON THE PROPERTY SHOWN HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE, CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

DOUGLAS COUNTY 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 _____, 20____, A.D.,

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

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATE

I, **BRADY J. MOORHEAD**, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF **GLADYS O'BRIEN HOUSE** MINOR DEVELOPMENT PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 28TH DAY OF FEBRUARY, 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 ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

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

BRADY J. MOORHEAD, PLS 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122

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.

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER THE PARKER AUTHORITY FOR REINVESTMENT	DATE OF PREPARATION:	02/25/2022
		SCALE:	1"=20'
		SHEET 1 OF 2	

AzTec Proj. No.: 177422-01

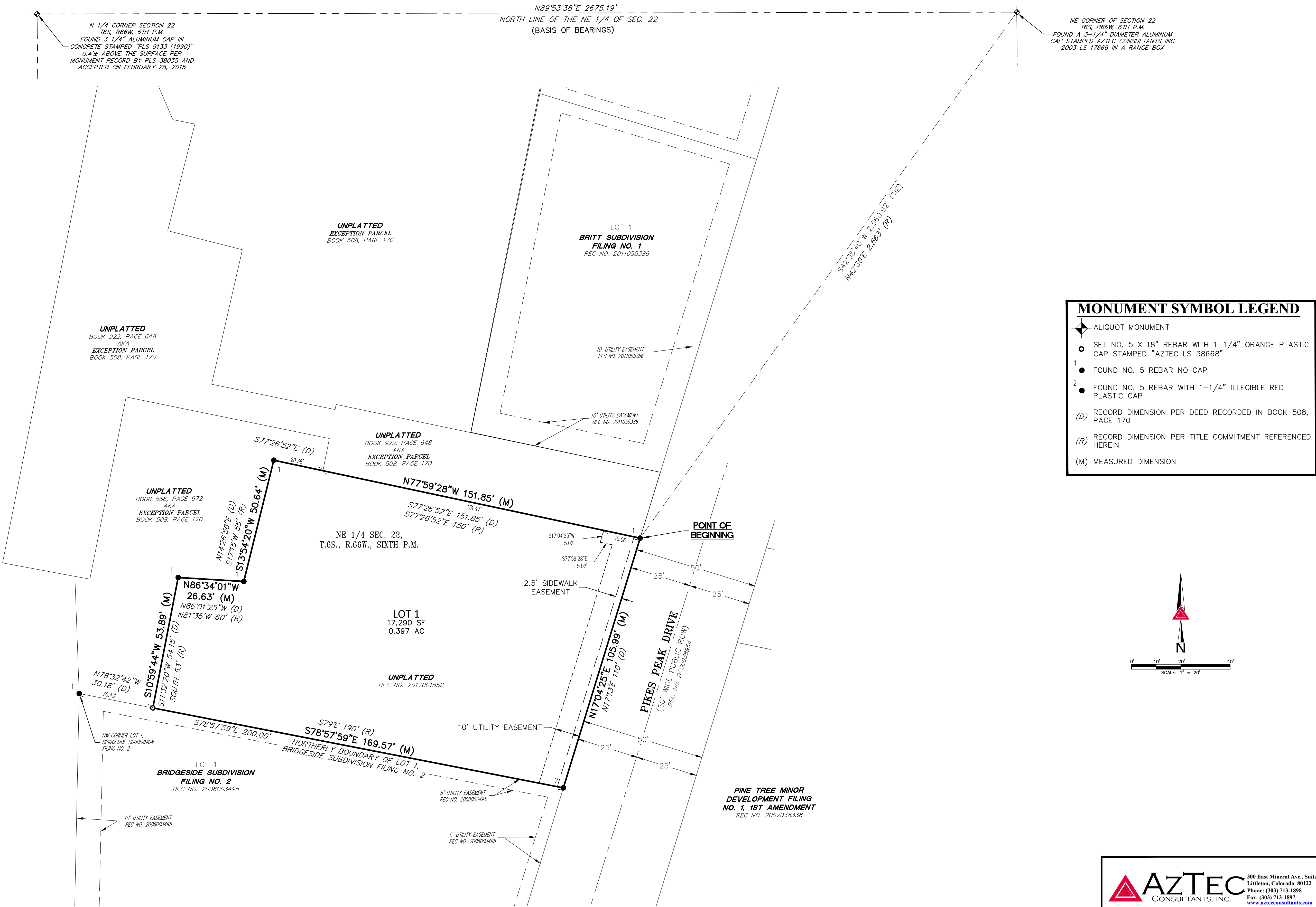
Drawn By: RDR

FOR REVIEW

GLADYS O'BRIEN HOUSE

MINOR DEVELOPMENT PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
0.397 ACRES - 1 COMMERCIAL LOT



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

AzTec Proj. No.: 177422-01

Drawn By: RDR

DEVELOPER
THE PARKER AUTHORITY FOR REINVESTMENT

20120 E. MAINSTREET
PARKER, COLORADO

DATE OF
PREPARATION: 02/25/2022

SCALE: 1"=20'

SHEET 2 OF 2



Request for Town Council Action

Date: April 3, 2023
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Construction Contract for Pikes Peak Drive Sidewalk Improvements Project**
Amount: **\$2,240,061.05**
Contractor: **Elite Surface Infrastructure**
Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Elite Surface Infrastructure for the Pikes Peak Drive Sidewalk Improvements project (CIP22-041-CI) for \$2,240,061.05.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Engineering/Public Works staff is currently working to improve the sidewalks along Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet. The project generally consists of widening sidewalks to a variable width of 6 to 8-ft, reconstructing curb ramps and crosswalks, adding pedestrian lighting, improving street drainage, and undergrounding overhead utilities. The project was introduced and supported by Town Council in 2021, and contracts for preliminary and final design services were approved by Town Council in December of 2021 and October 2022. Construction is tentatively scheduled to begin in April 2023 and completion is scheduled for December 2023.

The Town issued a Notice to Bidders for proposals on February 16, 2023, with proposals publicly opened on March 14, 2023. The Town received bids from two (2) contractors with Elite Surface Infrastructure being the lowest responsible bidder. Elite Surface Infrastructure completed a CIP project for the Town in 2021. The bid results were as follows:

Elite Surface Infrastructure	\$2,133,392.05
Jalisco International, Inc.	\$2,399,332.00
Engineer's Estimate	\$2,312,000.00

FINANCIAL IMPACT

Funding has been appropriated for construction in the Urban Renewal Projects fund (301-4652). The authorized contract amount is greater than the bid amount because it includes a 5.0% owner's contingency (\$106,669) held by the Town for unforeseen conditions.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

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

Pikes Peak Drive Sidewalk Improvements Vicinity Map





Request for Town Council Action

Date: April 3, 2023
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Final Design Contract for Jordan-Newlin Improvements**
Amount: **\$584,109**
Contractor: **Felsburg Holt & Ullevig**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Felsburg Holt and Ullevig (FHU) for the final design of the Jordan/Newlin Gulch Improvement Project (Lincoln Avenue to Stonegate Parkway).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the preliminary design phase for an upcoming capital improvement project known as the Jordan/Newlin Gulch Improvement Project (Lincoln Avenue to Stonegate Parkway). This project proposes to extend existing acceleration/deceleration lanes, add sidewalks, and extend left-hand turn lanes. Due to the proximity of the Jordan/Newlin Gulch Bridge, this bridge must be widened to make operational improvements. The project will include the addition of a sidewalk on the west side of Jordan Road that does not exist today. This sidewalk will help facilitate access to the Town's parks, trails, recreation amenities and activities.

Staff included this project as part of the Lincoln Avenue Widening Project RFQ for engineering services due to its proximity and relationship to that project and for economy of scale purposes. As part of the RFQ, a total of six firms from the County's on-call listing were requested to submit statements of qualifications, and Felsburg Holt & Ullevig (FHU) was selected as the most qualified consultant candidate. This selection resulted in the execution of a conceptual/preliminary design contract that was approved by the Town Council in January 2022. The preliminary design effort is complete, and the team is ready to take the next step, which is final design.

FHU has the expertise for this project type, available resources to meet the project schedule, and a proven track record with staff at delivering quality services. The contract amount is \$584,109, which is in line with typical costs for a project of this size. Design services generally include: utility coordination, right-of-way acquisition, right-of-way plans, environmental research

clearances and permitting, roadway design, traffic engineering, structural engineering, drainage and water quality design, cost estimating, and project management. The estimated duration of this effort is approximately twelve (12) months from notice to proceed. Construction is tentatively scheduled for 2024/2025. The intent is to construct this project simultaneously with the Lincoln Avenue Widening Project using separate bid schedules and one contractor for economy of scale purposes.

FINANCIAL IMPACT

Funding has been appropriated for the final design effort in the Streets Capital Projects fund (301-4310).

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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