

TOWN OF PARKER COUNCIL AGENDA

November 20, 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

7:00 P.M. – Call to Order Town Council Meeting and Roll Call

- 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 - November 6, 2023*

B. *Motion to Approve the 2024 Town Council Meeting and Study Session Calendar*
Department: Town Council

C. *ORDINANCE NO. 1.594 - First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2023 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2024 Budget Year
Department: Finance, Mary Lou Brown
Second Reading: December 4, 2023

- D. *ORDINANCE NO. 1.595 - First Reading*
A Bill for an Ordinance to Utilize Available Funds to Redeem, Pay and Discharge All of the Outstanding Certificates of Participation, Series 2014
Department: Finance, Mary Lou Brown
Second Reading: December 4, 2023
- E. *ORDINANCE NO. 3.74.4 - First Reading*
A Bill for an Ordinance to Amend Section 13 of the Crown Point Center Development Guide Third Amendment Titled "Crown Point Center Development Plan," Pursuant to the Parker Land Development Ordinance
Department: Community Development, Ashley Chasez
Second Reading: December 4, 2023
Reading:
- F. *ORDINANCE NO. 9.338.2 - First Reading*
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17B, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: December 4, 2023
- G. *RESOLUTION NO. 23-090*
A Resolution Accepting the Conveyance of Real Property from 2010 – Cottonwood LLC for Jordan Road Near Carlson Drive
Department: Engineering & Public Works, Chris Hudson
- H. *RESOLUTION NO. 23-095*
A Resolution Adopting an Application Fee for Retail Establishment Permits
Department: Town Clerk, Chris Vanderpool
- I. *RESOLUTION NO. 23-097*
A Resolution to Approve the Fourth Amendment to the Amended and Restated Employment Agreement for the Town Manager
Department: Town Council
- J. *CONTRACTS OVER \$100,000*
1. *Replacement Traffic Signal and Lighting Infrastructure*
Amount: \$182,500
Contractor: The M/H Companies
Department: Engineering and Public Works, David Aden

2. *Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design*
Amount: \$150,000
Contractor: Merge Resource Group Ltd.
Department: Engineering and Public Works, Patrick Burke
3. *Lemon Gulch Trail Improvements - Construction Management*
Amount: \$142,997
Contractor: Felsburg, Holt & Ullevig
Department: Engineering and Public Works, Patrick Burke
4. *Police Station Audio Visual System Upgrade*
Amount: \$188,054.67
Contractor: Conference Technologies Incorporated
Department: Police, Ron Combs

5. **PUBLIC HEARINGS**

A. POPE PROPERTY ANNEXATION AND ZONING

Applicant: David Brehm, Plan West
Location: Southwest corner of Twenty Mile Road and Dransfeldt
Department: Community Development, Stacey Nerger
TRAKiT No.: ANX22-009, Z22-032 & Z22-037

1. **ORDINANCE NO. 2.282 - Second Reading (Continued from February 6, 2023, May 1, 2023, July 17, 2023, and November 20, 2023)**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pope Property in Douglas County
2. **ORDINANCE NO. 3.364 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pope Property to GD-Greater Downtown District, Market Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
3. **ORDINANCE NO. 3.365 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pope Property to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
4. **ORDINANCE NO. 3.366 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pope Property to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

5. **ORDINANCE NO. 3.367 – Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Pope I Remnant 1 Property from GD-Greater Downtown District to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

6. **ORDINANCE NO. 3.368 – Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Town-Owned Pope I Remnant 2 Property from GD-Greater Downtown District to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

7. **Annexation Agreement**

B. **ORDINANCE NO. 1.567.2 - 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, Mary Lou Brown & Christine Brookshire

C. **ORDINANCE NO. 1.593 - Second Reading**
A Bill for an Ordinance to Adopt the 2024 Budget and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown & Christine Brookshire

6. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

7. **ADJOURNMENT**

Town of Parker My Mainstreet General Improvement District to Immediately Follow the Adjournment of the Town Council Meeting

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

Mayor Jeff Toborg called the meeting to order at 6:00 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced there was one topic for discussion in the Executive Session under C.R.S. § 24-6-402(4)(f) regarding the Town Manager evaluation. The second item for discussion, under C.R.S. § 24-6-402(4)(b), was about C.R.S. § 32-1-1004(8), Section V.A.3. of the Model Service Plan and Section 7 of the Model Intergovernmental Agreement concerning covenant enforcement and design review powers.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 6:01 p.m. to consider personnel matters under C.R.S. § 24-6-402(4)(f) and to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

Brandi Wilks moved and Joshua Rivero seconded to come out of Executive Session at 6:37 p.m.

The motion was approved unanimously.

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

The motion was approved unanimously.

REGULAR SESSION

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

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

SPECIAL PRESENTATION

Recognition of Parker Police Citizens Academy Graduates

Mayor Toborg and Commander Chris Peters recognized the citizens who graduated from the Fall Parker Police Citizens Academy.

PUBLIC COMMENTS

Harold McCloud, Aurora, appearing on behalf of two Rotary Clubs, requested that the Town run electricity to the gazebo in O'Brien Park.

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 - October 23, 2023****B. ORDINANCE NO. 1.567.2 - First 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, Mary Lou Brown & Christine Brookshire

Second Reading: November 20, 2023

C. POPE PROPERTY ZONING

Applicant: David Brehm, Plan West

Location: Southwest corner of Twenty Mile Road and Dransfeldt Road

Department: Community Development, Stacey Nerger

TRAKiT No.: Z22-032 & Z22-037

Second Reading: November 20, 2023

1. ORDINANCE NO. 3.364 - First Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pope Property to GD-Greater Downtown District, Market Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

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A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Town-Owned Pope I Remnant 2 Property from GD-Greater Downtown District to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

D. RESOLUTION NO. 23-084

A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

Department: Community Development, Jeremiah Fettig

E. RESOLUTION NO. 23-088

A Resolution Accepting the Conveyance of a Drainage Easement from Nacho Lands LLC, for Cottonwood Highlands Filing No. 6, Amendment 1, Lot 2-2B

Department: Engineering and Public Works, Michael Walton

F. CONTRACTS OVER \$100,000

1. Legally Blonde The Musical

Amount: Walkout Potential \$130,000

Contractor: Sasquatch Productions Ltd.

Department: Cultural, Carrie Glassburn

2. Lincoln Median Landscaping Project Contract Award

Amount: \$242,068

Contractor: Land Ethics of Colorado LLC

Department: Engineering and Public Works, Nathan Klass

3. North Parker Road Operational Improvements - Construction Management

Amount: \$398,625

Contractor: Felsburg, Holt & Ullevig

Department: Engineering and Public Works, Alex Mestdagh

4. 2024 Custodial Services Contract

Amount: \$600,000

Contractor: The Key People

Department: Engineering and Public Works, Jim Gilbert

G. PROCLAMATION - Small Business Saturday - Pam Woo

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

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER REPORT

Town Manager Report - Autumn 2023

A written report from the Town Manager was supplied to the Town Council as part of the Council packet.

PUBLIC HEARINGS

A. ORDINANCE NO. 13.111.1 - Second Reading

A Bill for an Ordinance Approving the Exclusion of Certain Property From the Boundaries of the Downtown Parker Business Improvement District and Making Findings Related Thereto

Department: Town Attorney, Kristin Hoffmann

Mayor Toborg opened the Public Hearing at 7:19 p.m.

Town Attorney Kristin Hoffmann made the following statement:

"Tonight, the Town Council will consider "A Bill for an Ordinance Approving the Exclusion of Certain Property from the Boundaries of the Downtown Parker Business Improvement District, and Making Findings Related Thereto."

This ordinance describes certain real property that will be excluded from the District. Three Councilmembers previously disclosed in written disclosure statements filed with the Colorado Secretary of State and the Town Clerk that they operate businesses that are located within the District's boundaries. Specifically, Anne Barrington previously disclosed that she maintains a business address at 19402 E. Mainstreet; Josh Rivero previously disclosed that he maintains a business address at 19559 E. Mainstreet; and Brandi Wilks previously disclosed that she maintains a business address at 19590 E. Mainstreet.

Under Section 3.4 of the Home Rule Charter of the Town of Parker "No member of Council shall vote on any question in which he has a substantial personal or financial interest."

Additionally, Section 7.2 of the Home Rule Charter of the Town of Parker provides that "Every Ordinance shall require the affirmative vote of the entire council in order to be adopted." In other words, at minimum of four councilmembers must vote in the affirmative to pass an ordinance.

If these three Councilmembers are disqualified from voting because they have a personal or financial interest in the subject matter of the ordinance, then the Town Council will not be able to act on the ordinance.

Under C.R.S. Section 31-4-404(3) a Town Councilmember member may vote notwithstanding a personal or private interest in the matter proposed or pending before the Town Council, if the Councilmembers "participation is necessary to obtain a quorum or otherwise enable the body to act;" provided the Councilmember complies with the voluntary disclosure requirements under state law.

Here, Councilmembers Barrington, Rivero and Wilks have complied with the voluntary disclosure requirements. As a result, they are authorized to vote on the ordinance in order to maintain a quorum to conduct business.

This is what is commonly referred to as the rule of necessity."

On September 25, 2023, a petition for exclusion from the Downtown Parker Business Improvement District (the "District") was filed with the Town. On October 2, 2023, the Town Council adopted a resolution setting the public hearing date for November 6, 2023.

Exclusion of property from the boundaries of a business improvement district is initiated through the filing of a petition by the owners of the proposed property requesting that the property be excluded from the District. The property owned by the petitioners, and sought to be excluded from the District, is described in the attached petition and ordinance. The Town Clerk caused notice of the filing of the petition to be given and published. The notice informed all persons having objections to appear at the hearing and show cause why the petition should not be granted.

The Town Council shall hear the petition and all objections that may be presented by any person showing cause why the petition should not be granted. The failure of any interested person to show cause shall be deemed an assent to the exclusion of the property.

If the change of boundaries of the District does not adversely affect the District and if the petition is granted, the governing body shall adopt an ordinance and file a certified copy with the county clerk and recorder. The property shall then be excluded from the District.

Presentation from Perry Becky, Centennial, on behalf of petitioner Bonbeck Parker, LLC.

Public Comments: Omar Castillo, Parker, and Tony Mango, Parker, spoke about the potential impacts of the exclusion of this property from the District.

Mayor Toborg closed the Public Hearing at 7:44 p.m.

Joshua Rivero moved to approve Ordinance No. 13.111.1 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - no

Todd Hendreks - no

John Diak - no

Brandi Wilks - yes

Laura Hefta - no

The motion failed on a 2-4 vote, with Councilmembers Barrington, Hendreks, Diak and Hefta opposing.

John Diak moved to direct the Town Attorney to draft findings, consistent with the failure to adopt Ordinance No. 13.111.1, for Council action at the Council meeting on December 4, 2023.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 1.593 - First Reading

A Bill for an Ordinance to Adopt the 2024 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown & Christine Brookshire

Second Reading: November 20, 2023

Mayor Toborg opened the Public Hearing at 8:05 p.m.

Internal work on the 2024 Town of Parker budget began in mid-July and was followed by a Council budget retreat on October 6, 2023 and a Council study session on October 23, 2023. The 2024 Budget was posted to the internet on Monday, October 9, 2023, in advance of the legal deadline of October 15, 2023. Tonight is the first public hearing for the 2024 Budget, and the second public hearing is scheduled for November 20, 2023.

The 2024 Budget was prepared in conjunction with seven overall guidelines:

- Meet the General Fund required cash balance percentage
- Calculate the Cultural and Recreation Fund cash balances in the same manner as the General Fund
- Sustain level of funding for community programs
- Maintain repair and maintenance programs at the current activity levels
- Plan for potential compensation study recommendations
- Fund performance pay and PD officer step plans in line with other area agencies
- Contain growth in discretionary expense items

The sales tax growth rate has experienced considerable volatility from the 2021 and 2022 rates of 18.4% and 11.1%, respectively, to the 2023 projection of 4.0%. Based on this history, the sales tax growth rate for 2024 is budgeted at 5%.

In the General Fund, which is the main operational fund of the Town, expense growth is 14% percent due to twelve and a half additional employees being added to the Police Department and four in Public Works, \$1.13M added in Capital Outlay, and inflationary growth in most categories.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 8:36 p.m.

Todd Hendreks moved to approve Ordinance No. 1.593 on first reading and to schedule second reading for November, 20, 2023.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. Shopping Center Assistance Program Agreement for Kings Point Retail, LLC

Department: Economic Development, Weldy Feazell

Mayor Toborg opened the Public Hearing at 8:40 p.m.

Kings Point Retail LLC, is the land owner and developer of the 8-acre site. The proposed project consists of a shopping center with three buildings, a 40,000-square-foot building leased to Whole Foods, and two 2,500-square-foot retail buildings. A site plan for the Whole Foods building has been submitted and is currently going through the referral process. The location of the project and its proximity to the future connection of Aurora Parkway and Kings Point Way will provide an additional gateway into the Town for the residents coming from Aurora. The development location does present some extraordinary off-site and on-site infrastructure costs, primarily to compensate for stormwater and utility relocations.

Kings Point has submitted a request for financial assistance in the amount of \$3.2 million to offset a portion of the infrastructure and development cost associated with the project. Retail sales from the project are estimated to be \$36.6 million in year one and grow to \$59 million by year 10. Whole Foods operations can reasonably be anticipated to employ 50+ individuals when fully operational. Construction is anticipated to begin late in 2023 or early 2024.

The Kings Point development meets the following criteria pursuant to Section 4.10.040 of the Code to participate in the program:

1. The proposal includes the development of buildings as part of the proposed shopping center that are commercial in nature and located within areas of the Town's Master Plan that are identified as Community or Neighborhood Commercial Centers or are otherwise located in zones or areas identified as commercial in nature;
2. The proposal provides for the development of two or more commercial buildings with a collective gross floor area (GFA) of not less than thirty thousand (30,000) square feet within the Town that will be constructed as part of the proposed shopping center;
3. The proposal will identify types of retailers and establish a minimum threshold of fifty percent (50%) of leasable space as "retail sales tax generating business" for participation in sales tax share back as identified elsewhere in this section;
4. The proposal will anticipate an aggregate employment of not less than fifty (50) employees (full-

time equivalent employees);

5. The proposal provides that the applicant has made, or be contractually obligated to make, all public improvements required in either the Town's zoning or subdivision ordinances;
6. Participation in the Program shall be based on the applicant's ability to provide for significant public or quasi-public improvements as referenced in Paragraph 4.10.090(2) of this Chapter;
7. Any proposed shopping center that meets or exceeds each of the criteria set forth herein may apply to the Town for a rebate of taxes and fees generated by the proposed shopping center as follows:
 - a. A percentage of fees not to exceed fifty percent (50%), as defined elsewhere in this Section, for a period not to exceed ten (10) years; and
 - b. A percentage of sales taxes not to exceed fifty percent (50%), as defined elsewhere in this Section, generated by the proposed shopping center, for a period not to exceed ten (10) years and payable as outlined in Section 4.10.070 of this Chapter. The Finance Director may conduct an annual audit to determine if the proposed shopping center meets or exceeds the criteria contained in this Section during the term of the Agreement.

The project meets the criteria contained in Section 4.10.090 of the Code based upon the following:

- Development of a high-quality retail-supported commercial center
- Represents retail diversity\
- Represents diversity of jobs and employment opportunities
- Develops public or quasi-public improvements associated with the project
- Creates new sales tax

Public Improvements identified in the application and verified by staff as required for the development total \$2,700,900 and include the following:

- Sidewalks (along Cottonwood and Kings Point South): \$41,000
- Curbs and Gutter and Cross Pans: \$11,500
- Pedestrian Plaza and Canopy: \$26,500
- Water and Sewer line extension/loop: \$385,000
- Drainage Way excavation and fine grading: \$49,500
- Drainage Facilities (piped): \$314,200
- Drainage Facilities (pond, pond walls, railing): \$1,025,600
- Drainage Facilities Drop Structure: \$96,200
- Drainage Storm Outfall Structure: \$92,400
- Decorative Structure (corner element): \$125,000
- Public Art (pad): \$11,000
- Identification Sign (Sign Base): \$9,300
- EV Charging Stations conduit: \$12,700
- Architectural Enhancements (Building Canopies): \$295,300
- Relocation, Extension and Improvements of existing utility lines: \$486,000

Quasi-Public Improvements which are part of the application and total \$1,511,600 include:

- Streets (asphalt, patch for utility tie-in includes sanitary main and water line in Kings Point): \$121,500

- Handicap Parking Symbols, Striping and Posts: \$3,500
- Site Lighting (poles, pole bases): \$169,700
- Landscaping: \$274,400
- Site Accessories (Benches, Bike Racks, Trash Receptacles): \$15,000
- Building Facades (assumed 40% of total cost): \$647,200
- Architectural Enhancements (Building Canopies): \$295,300

The total project cost is estimated at \$18,000,000, and anticipated food and beverage sales over a ten-year period are projected to total \$468,800,000.

The anticipated Town revenues over 10 years are projected as follows:

- Parker Sales Tax (Parks & Recreation): \$2,344,000
- Parker Sales Tax (General Fund): \$11,720,000
- Total Anticipated Revenues (Direct only): \$14,064,000

Tom George, Denver, attorney on behalf of the property owner, was available to answer questions from the Council.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 8:52 p.m.

Brandi Wilks moved to approve the Shopping Center Assistance Program Agreement with Kings Point Retail, LLC.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

Jordan Road - Cedar Gulch Parkway Traffic Signal (CIP 22-056)

Amount: \$870,312

Contractor: Sturgeon Electric Company Inc.

Department: Engineering and Public Works, Chris Hudson & Nathan Klass

The Town opened competitive bids on October 3, 2023 for the Jordan Road & Cedar Gulch Parkway Traffic Signal project. Work includes, but is not limited to, caissons, signal poles for a new traffic signal, ADA ramps for street crossings, and reworking the east side pavement/curb line for improved circulation.

The Town received bids from six (6) contractors with Sturgeon Electric Company Inc. being the lowest responsible bidder. Sturgeon Electric Company Inc. has completed previous traffic signal projects with Town staff in the past with good results as both a subcontractor and general contractor. Two references were contacted and gave positive reviews. Town staff recommends moving forward with the contract award.

Public Comments: None.

Anne Barrington moved to approve the staff recommendation as part of the regular agenda.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Laura Hefta moved to adjourn the meeting at 9:06 p.m.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - no

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved on a 5-1 vote with Councilmember Diak opposing.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 20, 2023
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: Motion to Approve the 2024 Town Council Meeting and Study Session Calendar
Department: Town Council

EXECUTIVE SUMMARY

This item is to approve the 2024 Town Council and Study Session calendar.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff has reviewed the meeting dates for 2024 and has modified the calendar to adjust for certain holidays and the Douglas County School District's Spring and Fall Breaks. Of note, the following Council meetings will be held on Tuesday because of Monday holidays: January 2, January 16, February 20, and September 3. The study session for March 11 has been changed to a Council meeting because of a conflict with DCSD Spring Break on March 18. There will be no meeting on March 18. The May 27 study session has been cancelled as this is Memorial Day, and the October 14 study session has been cancelled because of a conflict with DCSD Fall Break. The first study session in November will be on Tuesday, November 12, since November 11 is a holiday.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Council Meetings 2024

RECOMMENDED MOTION

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



2024 TOWN COUNCIL MEETING SCHEDULE

Town Council Meetings	Study Sessions
January 2 (Tuesday)	January 8
January 16 (Tuesday)	January 22
February 5	February 12
February 20 (Tuesday)	February 26
March 4	---*
March 11	March 25
April 1	April 8
April 15	April 22
May 6	May 13
May 20	---**
June 3	June 10
June 17	June 24
July 1	July 8
July 15	July 22
August 5	August 12
August 19	August 26
September 3 (Tuesday)	September 9
September 16	September 23
October 7	---***
October 21	October 28
November 4	November 12 (Tuesday)
November 18	November 25
December 2	December 9
December 16	--

*Spring Break DCSD - March 18-22

**Memorial Day - May 27

CML Conference - June 18-22

***Fall Break DCSD - October 14-18



Request for Town Council Action

Date: November 20, 2023

Submitted By: Christine Brookshire, Finance Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.594 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2023 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2024 Budget Year
Department: Finance, Mary Lou Brown
Second Reading: December 4, 2023

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2023, in order to collect property taxes for the 2024 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2023, in order to collect property taxes for the 2024 budget year.

FINANCIAL IMPACT

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2023) and next year (2024). These revenues impact the General Fund.

2023 Budget Year

Assessed Valuation	\$1,051,774,818
Mill Levy	2.602
Property Tax Revenue	\$2,736,718

2024 Budget Year

Assessed Valuation	\$1,414,964,520
Mill Levy	2.602
Property Tax Revenue	\$3,681,737

The mill levy of 2.602 mills is the same as the prior year. The voters exempted Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus

inflation does not apply. The Town cannot increase the mill levy without a vote of the citizens.

The owner of a home valued at \$500,000 would pay \$90 per year in property taxes to the Town of Parker in 2024. This reflects statewide legislation that lowered the 2023 assessment rate for 2024 collections to 6.95% from 7.15%.

Market Value	\$500,000
x Assessment Ratio	6.95%
Assessment Value	\$34,750
x Mill Levy	2.602
Divided by 1,000	/1,000
Property Tax	\$90

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.594

RECOMMENDED MOTION

I move to approve Ordinance No. 1.594 on first reading and to schedule second reading for December 4, 2023, as part of the consent agenda.

ORDINANCE NO. 1.594, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2024 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on November 20, 2023;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$3,681,737.68;

WHEREAS, the 2023 valuation for assessment for the Town of Parker, as estimated by the County Assessor, is \$1,414,964,520;

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

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

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

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2023 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2023, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2023 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2023.

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

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2023. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

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

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

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

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



Request for Town Council Action

Date: November 20, 2023

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.595 - First Reading**
A Bill for an Ordinance to Utilize Available Funds to Redeem, Pay and Discharge All of the Outstanding Certificates of Participation, Series 2014
Department: Finance, Mary Lou Brown
Second Reading: December 4, 2023

EXECUTIVE SUMMARY

Staff has recommended, through the 2024 Budget, that the 2014 Certificates of Participation (principal and interest) be fully paid, defeased, and discharged. The General Fund would provide the funding through the one-time use of cash balance. The benefit of this action would accrue to the Stormwater Utility Fund and the Parks and Recreation Fund.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The General Fund has available cash balance that could be utilized to pay, defease, and discharge the principal of, and interest on, the 2014 Certificates of Participation as the same become due upon maturity or prior redemption on or after November 1, 2023. The 2014 Certificates mature on and after November 1, 2024 and may be called for redemption prior to their maturities on any date on and after November 1, 2023 at a price of the principal amount plus accrued interest to the redemption date, without premium. Staff will provide the Trustee with 45 days' notice of its intention to prepay the Lease and purchase the Trustee's interest in the Leased Property. Hilltop Securities, the Town's financial advisor, has calculated the defeasance would require funding in the amount of \$12,355,000 for the par amount and \$129,676.56 for the accrued interest through January 31, 2024 for a total cash payment of \$12,484,676.56. The present value of the prior debt to January 31, 2024 is \$15,700,031.30, and the net present value of the savings is \$3,215,354.74, which is equivalent to a percentage savings of 26.02%.

The Town's 10-year financial plan indicates there is no need for additional debt for identified projects. Existing revenue sources should be adequate in each of the Town's major funds for the Long Range Plan period. This is always subject to changes in plans and outside economic forces.

FINANCIAL IMPACT

The current estimate of the cash expenditure for the par amount and the accrued interest through January 31, 2024 is \$12,484,676.56. This would be funded through the General Fund as a one-time use of available cash balance. The 2024 budgeted cash to total expense ratio with the inclusion of this transaction is above the required 25% level.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.595

RECOMMENDED MOTION

I move to approve Ordinance No. 1.595 on first reading and schedule second reading for December 4, 2023, as part of the consent agenda.

ORDINANCE NO. 1.595, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO UTILIZE AVAILABLE FUNDS TO REDEEM, PAY AND DISCHARGE ALL OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2014

WHEREAS, the Town of Parker, Colorado (the “Town”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the “Charter”);

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

WHEREAS, there have been previously executed and delivered certain Certificates of Participation, Series 2014 (the “2014 Certificates”), evidencing proportionate interests in the base rentals and other revenues under an annually renewable Lease Purchase Agreement dated as of April 8, 2014 (the “Lease”), between Wells Fargo Bank, National Association, solely in its capacity as trustee (the “Trustee”) under an Indenture of Trust dated as of April 14, 2014 (the “Indenture”), and the Town;

WHEREAS, under the terms of the Lease, the Town shall have the option to prepay rent under the Lease, in whole or in part, and exercise its option to purchase the Trustee’s leasehold interest in the Leased Property, at any time, subject to providing the Trustee with 45 days’ notice of its intention to prepay the Lease and purchase the Trustee’s interest in the Leased Property;

WHEREAS, under the terms of the Indenture, the 2014 Certificates maturing on and after November 1, 2024, may be called for redemption prior to their maturities on any date on and after November 1, 2023, at a price of the principal amount so redeemed plus accrued interest to the redemption date, without premium;

WHEREAS, in order for the Town to exercise its option to prepay its rental obligations under the Lease, available amounts of the Town shall be transferred to the Trustee to fully redeem, pay and discharge such 2014 Certificates on a date hereafter determined by the Town, at which time the Trustee shall release its interest in the Indenture and the Lease; and

WHEREAS, the Council has determined, and hereby declares, that it is advantageous and favorable to the Town and its inhabitants that available revenue of the Town be used to pay, defease and discharge the principal of and interest on the 2014 Certificates as the same become due upon maturity or prior redemption on or after November 1, 2023 (the “Bond Requirements”) (as determined to be to the best advantage of the Town).

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

Section 1. Authorization to Prepay the 2014 Certificates. The Town hereby authorizes and directs that there be deposited with Computershare Trust Company, N.A., as successor in interest to Wells Fargo Bank, National Association, as trustee (the “Trustee”) under that certain

Indenture of Trust dated as of April 8, 2014 (the “Indenture”), relating to the execution and delivery of the 2014 Certificates, certain amounts from available revenue of the Town which are sufficient to fully pay, defease and discharge all of the currently outstanding 2014 Certificates (the “Redeemed Certificates”) on any date after November 1, 2023, as hereafter determined by the Town (the “Redemption Date”).

Section 2. **Notice of Discharge.** The Trustee is hereby authorized and directed to give notice concerning the redemption, payment and discharge of the Redeemed Certificates to the registered owners of such Redeemed Certificates by first-class, postage prepaid mail, to each registered owner of any Redeemed Certificates, such notice to be in substantially the form as on file with the Town and attached hereto as **Exhibit A**.

The Town shall cause a material event notice to be provided pursuant to Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, to be filed with respect to the Redeemed Certificates.

Section 3. **Ratification and Approval of Prior Action.** All actions heretofore taken by the officers of the Town and the members of the Council, consistent with the provisions of this Ordinance relating to the redemption, defeasance and discharge of the 2014 Certificates are hereby ratified, approved, and confirmed.

Section 4. **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 5. **Repealer.** All orders, resolutions, bylaws, or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 6. **Charter Controls.** Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this Ordinance and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

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. Filing and Authentication. Immediately upon its passage this Ordinance shall be filed with the Town Clerk, authenticated by the signatures of the Mayor and the Town Clerk.

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

CONDITIONAL NOTICE OF

REDEMPTION, DEFEASANCE AND DISCHARGE

CERTIFICATES OF PARTICIPATION, SERIES 2014

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of April 8, 2014,
between WELLS FARGO BANK, NATIONAL ASSOCIATION,
solely in its capacity as trustee under the Indenture, as lessor, and
THE TOWN OF PARKER, COLORADO, as lessee**

CUSIP NOS. 70105F BX0, BY8, BZ5, CA9, DB7, CC5, CD3, CE1, CF8, CG6, CH4

NOTICE IS HEREBY GIVEN by Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, acting as Trustee for the above captioned Certificates of Participation, Series 2014 (the “2014 Trustee”), on behalf of the TOWN OF PARKER, COLORADO, that pursuant to that certain Indenture of Trust dated as of April 8, 2014 (the “Indenture”) , the Town has determined to exercise its option to redeem, pay, and discharge the principal of and interest on the above captioned certificates maturing on and after November 1, 2024, and caused to be deposited with the 2014 Trustee moneys available in an amount sufficient to pay, redeem and discharge all of the outstanding 2014 Certificates maturing on and after November 1, 2024, in the aggregate principal amount of \$12,355,000 (the “Redeemed Certificates”) as described below:

<u>Maturity Date</u>	<u>Principal Amt</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>	<u>Certificate No.</u>
11/1/2024	\$910,000	3.250%	70105F BX0	BOOK ENTRY
11/1/2025	940,000	4.000	70105F BY8	BOOK ENTRY
11/1/2026	975,000	5.000	70105F BZ5	BOOK ENTRY
11/1/2027	1,025,000	5.000	70105F CA9	BOOK ENTRY
11/1/2028	1,075,000	3.375	70105F CB7	BOOK ENTRY
11/1/2029	1,110,000	3.500	70105F CC5	BOOK ENTRY
11/1/2030	1,150,000	5.000	70105F CD3	BOOK ENTRY
11/1/2031	1,210,000	5.000	70105F CE1	BOOK ENTRY
11/1/2032	1,270,000	4.000	70105F CF8	BOOK ENTRY
11/1/2033	1,320,000	4.000	70105F CG6	BOOK ENTRY
11/1/2034	1,370,000	4.000	70105F CH4	BOOK ENTRY

The Redeemed Certificates will be called for redemption on January 1, 2024 (the “Redemption Date”) at a price equal to the principal amount thereof, plus accrued interest thereon, without premium. On the Redemption Date, the principal of such Redeemed Certificates and accrued interest to the Redemption Date will become due and payable at the office of the 2014 Trustee, and thereafter interest will cease to accrue.

This notice is conditional upon the deposit with the 2014 Trustee on or prior to the Redemption Date, moneys in an amount sufficient to call for prior redemption all of the currently outstanding Redeemed Certificates. If there shall not have been deposited with the 2014 Trustee moneys sufficient to redeem all of the Redeemed Certificates so called for redemption on January 31, 2024, then this notice shall be of no effect.

In compliance with the federal law, the Paying Agent is required to withhold at the current backup withholding rate a percentage from payments of principal to individuals who fail to furnish valid Taxpayer Identification Numbers. A completed Form W-9 should be presented with your bond.

The above-referenced CUSIP numbers were assigned to this issue by Standard & Poor's Corporation and are intended solely for bondholders' convenience. Neither the Paying Agent nor the District shall be responsible for selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Redeemed Certificates or as indicated in any redemption notice.

Dated _____, 2023.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as successor
in interest to WELLS FARGO BANK,
NATIONAL ASSOCIATION
Acting as Trustee for the Redeemed
Certificates

(End form of Notice)



Request for Town Council Action

Date: November 20, 2023

Submitted By: Ashley Chasez, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.74.4 - First Reading**
A Bill for an Ordinance to Amend Section 13 of the Crown Point Center Development Guide Third Amendment Titled “Crown Point Center Development Plan,” Pursuant to the Parker Land Development Ordinance
Department: Community Development, Ashley Chasez
Second Reading: December 4, 2023

EXECUTIVE SUMMARY

The applicant, Ryan Companies, has submitted a rezoning application for the Crown Point Center Planned Development (PD) to permit assisted living with memory care as a use permitted by right at a property located in the Commercial/Office/Hotel District of the PD. This District is intended primarily for intensive commercial development and permits shopping centers, retail stores, offices, restaurants and hotels. Consistent with this, the District does not permit assisted living as a use by right, although the opportunity for this use exists in an adjacent district within the Crown Point Center PD and at the existing Pine Grove Crossing assisted living development located a short distance away on Cottonwood Drive. The subject property is located in the Crown Point Center PD south of E-470 and east of Parker Road at the roundabout where Crown Crest Boulevard and Cottonwood Drive converge.

LDO Criteria for Review

The Town Council, in reviewing the rezoning application, shall consider the following criteria in making its decision:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.

8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Deny

BACKGROUND/DISCUSSION

Summary of Proposal

The applicant, Ryan Companies, has submitted a rezoning application for the Crown Point Center PD as described in the Executive Summary. The applicant proposes to rezone by expanding Planning Area 6b, which is included in the Commercial/Office/Research and Development District, to include the subject property, which is located in Planning Area 2b, which is part of the existing Commercial/Office/Hotel District. Planning Area 6b, as part of the Commercial/Office/Research and Development District, permits assisted living use whereas the existing zoning for Planning Area 2b, which is the Commercial/Office/Hotel District, does not permit assisted living, but rather is limited to intensive commercial development. The applicant has proposed the rezoning through a revision to the Crown Point Center Development Plan that would allow a proposed residential development on the subject property that includes independent living, assisted living and memory care components.

Site Conditions and Context

The subject property is located in the Crown Point Center PD south of E-470, east of Parker Road and on the southeast side of the roundabout where Crown Crest Boulevard and Cottonwood Drive converge. The property is currently undeveloped and the proposed rezoning affects an area of approximately 5.6 acres. It is located in a well-established commercial center and is bordered by undeveloped land to the east; restaurants, a gas station/convenience store and a child care center to the west; Lifetime Fitness to the north; and an office building, restaurant and hospital to the south. The property has frontage upon two (2) major roads, a high visibility corner location, multiple points of access and is served by existing utility infrastructure that is supportive of future commercial use and development.

Discussion of Proposal

The intent of the proposed rezoning application is to amend the uses permitted by right on the subject property to include assisted living and memory care facilities. The proposed rezoning would increase the total area of Planning Area 6b, the Commercial/Office/Research and Development District, by approximately 5.6 acres and decrease the total area of Planning Area 2b, the Commercial/Office/Hotel District, by an equivalent amount (pp. 40, 37 of attached PD Guide). Both Planning Areas permit a broad range of commercial uses on a use permitted by right basis, as well as certain medical uses. The Commercial/Office/Hotel District permits uses that include but are not limited to: shopping centers, retail stores, offices, restaurants, hotels and certain medical uses. In contrast, the Commercial/Office/Research and Development District permits commercial uses that generate primary employment and may complement the medical district around AdventHealth Parker Hospital, such as research and development centers, as well

as education and training facilities.

Staff Review and Comments

Staff has reviewed the proposed rezoning application for compliance with the nine (9) criteria for approval of this type of application required by the Municipal Code and has determined that it does not satisfy the following criteria:

- **Criterion #1, A Need Exists for the Proposal:** The Town of Parker is home to a large number of senior residents and that population is projected to increase in the future. However, there are currently multiple sites located within the Crown Point Center PD and elsewhere in Town that already permit assisted living and memory care use. Staff review indicates that there are more than 10 assisted living facilities within the Parker area, including six (6) in the Town. This includes the existing Pine Grove Crossing assisted living development less than one-quarter (1/4) mile from the subject property within Planning Area 6b of the PD. Further, the greater need is to retain the opportunity for retail, office, hotel and business service uses specified in the existing Crown Point Center PD as part of the overall, master planned development. This is particularly the case when there are other sites in the Town with existing zoning that already permit assisted living and memory care use. It is worth noting that there are also several properties within the adjacent Commercial/Office/Research and Development District (Planning Areas 3-4 and 6a-6b) that already permit assisted living and memory care as a use permitted by right, thereby providing an opportunity for this type of development.
- **Criterion #2, The Particular Parcel of Ground is Indeed the Correct Site for the Proposed Development:** The subject property is located at a prominent, high-visibility crossroads within the Crown Point Center PD. The existing, well-established PD zoning has designated the subject property for intensive commercial use, including, but not limited to: shopping centers, retail stores, offices, restaurants, hotels and certain medical uses that align with the Parker 2035 Master Plan. The rezoning of the property to permit an assisted living and memory care facility, which is residential in character, is not consistent with the intent or objectives of the PD nor the Parker 2035 Master Plan. Related, the Town Council has already provided an opportunity for assisted living and memory care use in the Crown Point Center PD through: (1) its 2013 approval of a “Uses not Itemized” application to permit an assisted living and memory care development called Pine Grove Crossing in the adjacent Commercial/Office/Research and Development District (Planning Areas 3-4 and 6a-6b) and, (2) its 2014 rezoning approval to permit assisted living and memory care use in the entirety of the adjacent Commercial/Office/Research and Development District (Planning Areas 3-4 and 6a-6b). The intent of this action was to permit the opportunity for assisted living and memory care use in the Crown Point Center PD on a *limited* basis while preserving the opportunity for more intensive commercial use in planning areas (and sites) such as the subject property that are more suitable for the development of retail, offices, restaurants, hotels and certain medical office uses. As such, the Crown Point Center PD already permits assisted living and memory care uses as a use by right in the adjacent Commercial/Office/Research and Development Districts (Planning Areas 3-4 and 6a-6b).
- **Criterion #4, There have been Significant Changes in the Area to Warrant a Zone**

Change: The subject property and the surrounding areas have been designated by the Parker 2035 Master Plan as a Medical District within the E-470 Corridor Character Area. The Medical District within the E-470 Corridor Character Area has been developed in accordance with the Master Plan vision and land use policies intended to promote a regional center at Crown Point that is a retail shopping destination, primary employment hub and node for medical services. The existing development within this area includes large format retail, specialized retail, restaurants, entertainment, services, hotels and a hospital as was originally planned and zoned by the Town. The Crown Point Center PD also permits a limited residential component that has been fully developed with the Stone Canyon Apartments on Cottonwood Drive to the east of the subject property. The staff analysis is that the Crown Point Center PD has been developing and is almost fully built-out in a manner consistent with the adopted PD zoning and Parker 2035 Master Plan without significant changes that would warrant a rezoning.

- **Criterion #8, The Proposal is Consistent with the Town Master Plan, Maps, Goals and Policies:** The subject property and surrounding areas are located within the Medical District that is contained within the E-470 Corridor Character Area of the Parker 2035 Master Plan. The intent of the E-470 Medical District focuses on primary employment and state-of-the-art medical care, preventative health care, and wellness. The Master Plan identifies and recommends the appropriate land uses in this area as: hospitals, medical offices, health care clinics/facilities, rehabilitation centers and hotels. It also recommends retail use as appropriate when it supports the aforementioned principal uses and is ancillary in size, scale and purpose. From a planning and zoning perspective, the requested assisted living and memory care uses are considered residential in nature and classified as a residential use that is not consistent with the Parker 2035 Master Plan commercial designation for the area in question. The proposed rezoning application does not align with the Master Plan vision or goals and recommendations (because of this) and the proposed uses are more appropriate at another location in Town where the Master Plan and existing zoning already permit them.

The complete staff analysis and the applicant's responses are available in the attached Planning Commission staff report.

Planning Commission Review

The Planning Commission held a public hearing on November 9, 2023 about the proposed rezoning application and voted 5 - 1 to recommend that the Town Council deny the rezoning application.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

None

ATTACHMENTS

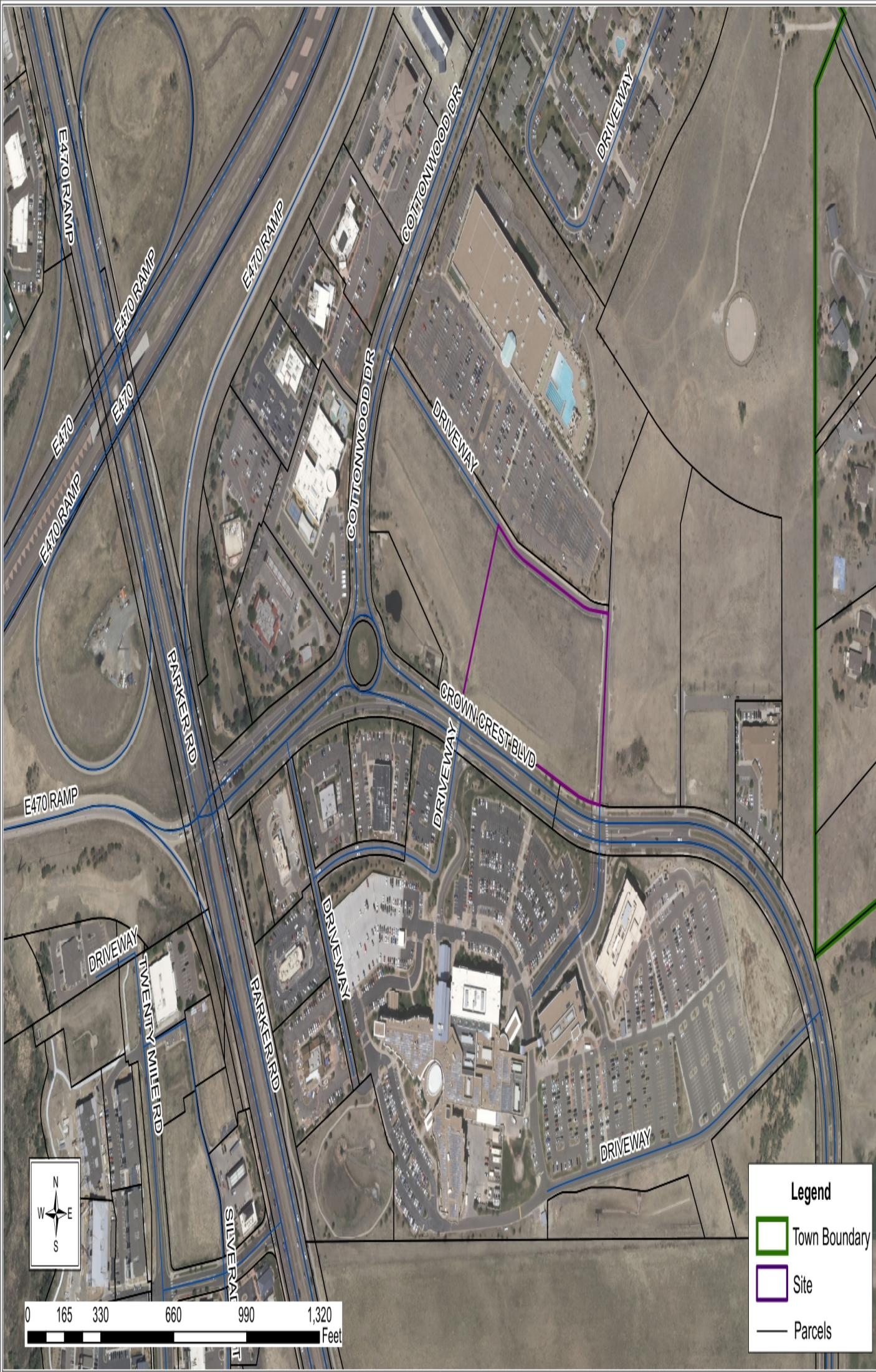
1. Vicinity Map
2. Z23-005 PC Staff Report

3. Crown Point Center PD AMD 4-Development Plan
4. Ordinance 3.74.1 3rd Amendment to the Crown Point Development Guide
5. Ordinance No. 3.74.4

RECOMMENDED MOTION

I move to approve Ordinance No. 3.74.4 on first reading and to schedule second reading for December 4, 2023, as part of the consent agenda.

Z23-005 PD Amendment
Crown Point Center PD AMD 4 - Assisted Living
Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 11/9/2023

Town Council Date: 12/4/2023

Hearing Type: Public Hearing
Crown Point Center PD AMD 4 – Assisted Living
TRAKiT No.: Z23-005

Location: 9284 CROWN CREST BLVD

Project Planner: Ashley Chasez, Planner I

Applicant: Ryan Companies

Executive Summary: The applicant, Ryan Companies, is proposing to amend the Crown Point Center Planned Development (PD) Map to expand Planning Area 6B to allow for Assisted Living and Memory Care Facilities. The site is located southeast of Parker Road and E-470.

Staff Recommendation: Denial

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council deny the Crown Point Planned Development 4th Amendment as the request does not meet the following approval criteria:”

- A need exist for the proposal
- The particular parcel of ground is indeed the correct site for the proposed development.
- There have been significant changes in the area to warrant a zone change
- The proposal is consistent with the Town Master Plan, maps, goals, and policies.

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Crown Point Planned Development 4th Amendment.”

“I move the Planning Commission recommend Town Council approve the Crown Point Planned Development 4th Amendment, subject to the following conditions:”

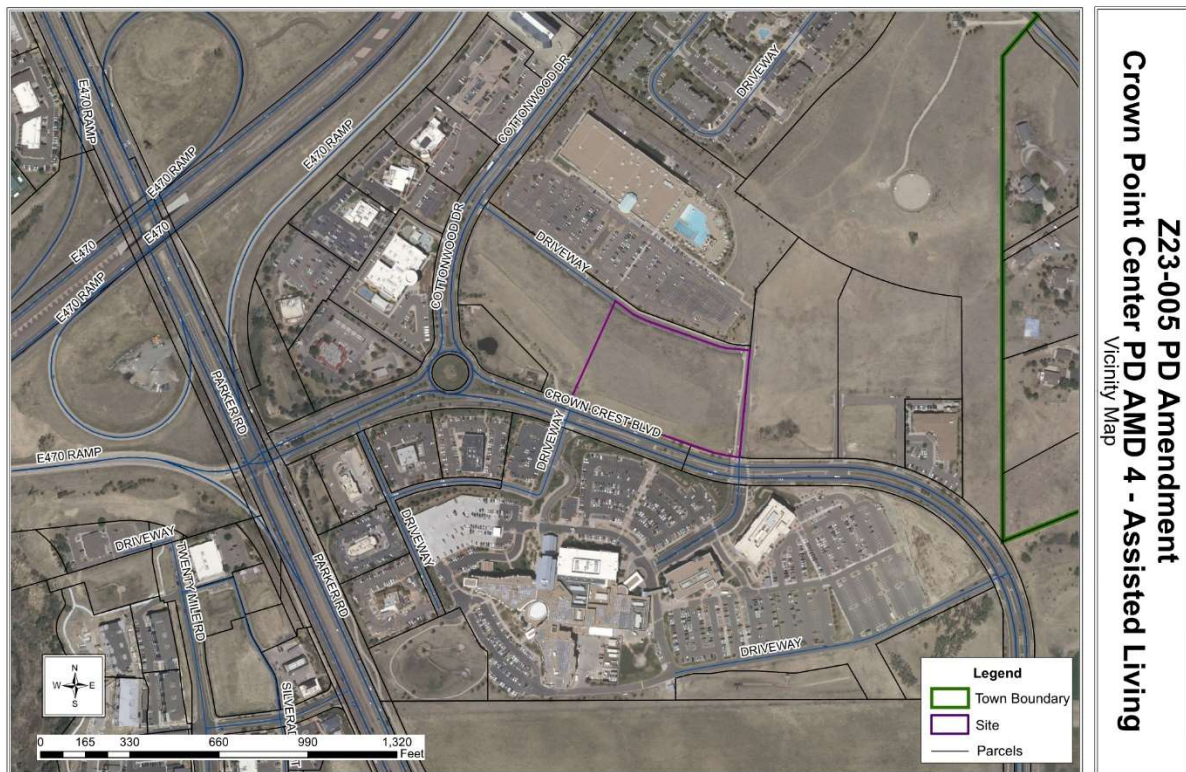
- List proposed conditions

“I move the Planning Commission vote to continue the Crown Point Planned Development 4th Amendment to a future date.”

I. BACKGROUND/DISCUSSION

The applicant, Ryan Companies, is applying for an amendment to the Crown Point Planned Development. The application is requesting to expand Planning Area 6b Commercial/Office/Research and Development District of the Crown Point Planned Development (PD) with the intent of changing the permitted use of the property to include assisted living and memory care facilities. The PD Amendment would increase the acreage of Planning Area 6b Commercial/Office/Research and Development District (Page 40 of the PD Guide attached) and decrease the acreage of Planning Area 2b Commercial/Office/Hotel District (Page 37 of the PD Guide attached) by approximately 5.56 acres. Both planning areas allow for many commercial uses as a use by right as well as medical uses. The Commercial/Office/Hotel District's permitted uses include but are not limited to shopping centers, hotels and motels, public facilities and other uses that support the medical district. On the other hand, the Commercial/Office/Research and Development district allows for more employment and medical support oriented commercial uses such as research and development centers as well as wholesale establishments. The applicant has proposed the PD map amendment to accommodate a proposed residential development that includes independent living, assisted living and memory care campus.

Currently, the 5 acres that is proposed to change planning areas is vacant and is adjacent to Crown Crest Boulevard, an important collector road in this major commercial and employment development. Crown Point is situated on the corner of Parker Road (CO-83) and the major toll road Highway E-470 and is planned, zoned and platted to be a major employment and commercial crossroad for the Town and region.



II. PRIOR ACTIONS

Date	Action
December 4, 1989	Crown Point PD was approved by the Town
September 18, 2000	Crown Point Filing No. 1 (first plat).
August 7, 2001	Crown Point PD 2 nd Amendment was approved by the Town
December 14, 2006	Crown Point Filing No. 1 Amendment No. 11 (current plat)
May 28, 2013	Crown Point PD 3 rd Amendment was approved by the Town

III. CURRENT SITE DATA

Existing Zoning	PD – Planned Development		
Overlay District	N/A		
PD & Plan Area	Crown Point 3RD AMD		
Master Plan Area	Medical		
Site Acreage	5.56		
Subdivision	Crown Point Filing No. 1, Amendment No. 11		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medical	PD – Planned Development	Commercial/ Health Club
South	Medical	PD – Planned Development	Commercial/ Hospital
East	Medical	PD – Planned Development	Commercial/ Vacant
West	Regional Commercial Retail	PD – Planned Development	Commercial/ Restaurant

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medical & E-470 ☐ Consistent ☒ Inconsistent
Master Plan Character Discussion	E-470: Corridor E-470 is a toll highway that acts as an eastern beltway for the Denver Metropolitan Region. This beltway, which bisects Parker near its northern boundary, connects the Town to the regional transportation network and provides easy access to the Denver International Airport. The location of this highway through Town allows for higher intensity uses without significantly impacting our transportation system or the character of our community.

	Medical District: Located at the eastern most end of the emerging E-470 medical corridor, the Parker Adventist Hospital and the supporting uses serve as an anchor and catalyst for this Character Area. The Character Area will focus on state of the art medical care, preventative health care and wellness to create an industry synergy that ensures a successful business environment. Appropriate uses include hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate where they provide an ancillary service in size, scale and purpose to the medical uses.
Consistent Goals/Strategies	Housing 4.A Housing 4.C
Inconsistent Goals/Strategies	Land Use 1.C Land Use 1.E Land Use 1.J Land Use 1.L Housing 4.B
Staff Analysis	The Town of Parker's Master Plan deems the area in which the amendment is proposed as a part of the E-470 corridor and more specifically within in the E-470 Medical District Character Area. The Medical District focuses on state of the art medical care, preventative health care and wellness. Appropriate land uses include; hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate when they provide ancillary services in size, scale and purpose. The proposed use for the property in question that is driving the PD amendment, while providing supporting uses to its residents, is a residential land use. Residential uses are not consistent within and the Medical District Character Area. There are other zoned properties within the Crown Point PD and within the E-470 corridor that allow for this use. In addition, there are other Master Plan character areas that would support zoning that would allow for the proposed use. Based on this analysis, staff has determined that the request is not consistent with the Parker 2035 Master Plan.

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Road Corridor Plan
Consistency Review	☐ Consistent ☒ Inconsistent ☐ N/A
Staff Analysis	The Parker Road Corridor Plan is a document that functions as a roadmap that coordinates both the Town's and CDOT's policies and programming for future land development approvals and transportation investments. This Plan was created to aid Town staff with difficult zoning challenges, guide the creation of new development standards as well as assist other land use goals. This Plan lays out a guideline that helps guide development along the Parker Road Corridor. Within the land use chapter of the Plan, it is stated that the future land goals for the corridor are commercial in nature rather than the current suburban character. One of the key takeaways of the Parker Road Corridor is to encourage commercial nodes along Parker Road. The proposed zoning change directly conflicts with the Parker Road Corridor's goal as it will be allowing residential uses into a major commercial hub along Parker Road.

DEVELOPMENT POTENTIAL			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Residential uses are not recommended by the Master Plan within this character area.	The applicant is proposing to rezone the property to allow for assisted living and memory care facilities which are residential land uses.	☐ Consistent ☒ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Medical district and Commercial hub	Assisted living and memory care facilities	☐ Consistent ☒ Inconsistent ☐ No Change
Height/Stories	N/A. The Master Plan does not speak to height.	60ft – with exceptions	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The proposed property is located within the E-470 Corridor and Medical District Character Areas which plan for and recommend that area as a major commercial, employment and medical district. The applicant is proposing a change to the Crown Point Planned Development by moving the boundary of Planning Area's 6b and 2b.		

	This amendment would remove the 5-acre property from its current Planning Area, 2b, and include it in Planning Area 6b. The proposed amendment would change the allowed uses on the property as well as height restrictions. The applicant is proposing this change to the PD to allow for assisted living and memory care facilities as a use by right for the property. The Crown Point PD created planning areas within the overall PD to support development and uses that align with the Master Plan and meet Town goals. The proposed change would allow for a residential use to be located at a key location within a major commercial development in an area that the zoning has planned and reserved for medical, employment and supportive uses. Based on this analysis, staff has determined that the request is not consistent with the Parker 2035 Master Plan.
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VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular access for the site will be provided by Crown Crest Boulevard on its south side and by a private access road to the north and east sides of the property.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant First Submittal:

As discussed in further detail earlier in this Written Narrative, the Town acknowledges the importance of providing housing for an aging population throughout the Master Plan. A guiding principle of the Master Plan includes providing residential opportunities “that will allow people to live in Parker throughout their lives” (p. 5.4). In addition, “Douglas County will see one of the highest percentage increases in people over 65” and that providing housing in order to allow them to stay in the community is important to the Town (p. 8.6). Therefore the need for the development of additional senior living opportunities is fully demonstrated by the Master Plan, and indeed the changing demographics within the community.

The Project will provide senior living that will include both independent and assisted living, as well as memory care, which will implement the vision for the Medical District and the “emerging E-470 medical corridor” (Master Plan, p. 6.7). By providing health care and wellness for the various needs and stages of residents as they age, the Project will allow residents to continue to live in the Town throughout their lives.

Indeed, it has been determined, based upon a preliminary market analysis of the senior living options in Parker and the surrounding area, that local senior living facilities have high occupancy rates. These high occupancy rates indicate the need for additional senior living options within Parker and the surrounding area.

The Town will also benefit from the Project by allowing an underutilized vacant parcel of land that is largely surrounded by development to be put into use. Adding a senior living community to the area will contribute economically to the community.

Second Submittal:

As discussed in further detail in the written narrative provided with the First Submittal, the Town acknowledges the importance of providing housing for an aging population throughout the Master Plan. A guiding principle of the Master Plan includes providing residential opportunities “that will allow people to live in Parker throughout their lives” (p. 5.4). In addition, “Douglas County will see one of the highest percentage increases in people over 65” and that providing housing in order to allow them to stay in the community is important to the Town (p. 8.6). Therefore, the need for the development of additional senior living opportunities is fully identified by the Master Plan, and the changing demographics within the community.

The Property is located within the Medical District Character Area of the Master Plan (the “Medical District”), and the Project will implement the vision for the Medical District and the “emerging E-470 medical corridor” by providing senior living options that will include both independent and assisted living, as well as memory care (Master Plan, p. 6.7). By providing assisted living opportunities proximate to the E-470 medical corridor, the Project will allow residents to continue to live in the Town throughout their lives and access healthcare and services in a convenient, accessible way. Indeed, it has been determined, based upon a preliminary market analysis of the senior living options in Parker and the surrounding area demographics conducted by MDS Research Company, Inc. in December 2022 (the “Market Analysis”), that there is a growing need for this type of development.

Currently, the 75+ age group makes up 4.9% of the population in the primary market area (Denver Aurora-Lakewood), and this age group is expected to increase by 32% over the next five years.

Additionally, adult children (ages 55-64) currently make up 12.7% of the population, increasing to 12.9% over the same five-year period, while the national trend is on a decline. The market study confirmed that there are only three communities that offer IL, AL and MC together within the primary market area. The newest community in the market, Gardens Care Senior Living (2021), is a small AL/MC community that offers care in a home-type setting. These existing communities have high occupancy rates, with 98% for IL, 89.4% for AL and 86.1% for MC. These high occupancy rates indicate the need for additional senior living options within Parker and the surrounding area.

The Town will further benefit from the Project by allowing an underutilized vacant parcel of land that is largely surrounded by development to be put into use. The Project will help broaden the variety of options to live a healthy and active lifestyle in Parker and will further bolster the availability of quality healthcare for Parker residents close

to home (Master Plan, p. 11.11). Adding a senior living community to the area will contribute economically to the community. The Project is projected to create between 150 and 175 jobs, which includes 10 department leaders with employees that bring various culinary, nursing, hospitality, sales, environmental and maintenance, office and senior life enrichment type educations and backgrounds to the area.

Staff Analysis:

The property is subject to the Crown Point PD. Under the Crown Point PD, the property is part of an overall plan that includes 272 acres, divided into three permitted use districts, “to assure that the Crown Point Center grows as a comprehensively planned development with adequate provisions for orderly development and improvement of the property....” Moreover, the Crown Point PD “is intended to accommodate a mix of commercial, office, hotel, research and development, residential, open space/buffer, and recreational land uses,” to the extent permitted, as part of a comprehensively planned development.

The Crown Point PD limits permitted uses in the Commercial/Office/Hotel District to shopping centers, hotels and motels, public facilities, and other uses that support the Medical District designated in the Town Master Plan. Residential uses, including assisted living and memory care facilities are not permitted uses in this use district. The property occupies a key location within a major commercial development that does not include residential, but rather is limited to medical, employment and supportive uses. Allowing residential uses on the property will reduce the inventory of land within Commercial/Office/Hotel District needed for commercial development as part of this comprehensively planned development and in accordance with the Town Master Plan for the Medical District.

While the Town of Parker is home to a large number of senior residents, and that number is going to increase in the coming years, there currently are sites located within this PD and elsewhere in Town that already allow for assisted living and memory care facilities. In fact, there are currently over 10 assisted living facilities within the Town including one within planning area 6b of the Crown Point PD. Furthermore, the greater need is to retain the property for the uses specified in the Crown Point PD as part of this comprehensively planned development, particularly when there are other sites available throughout the Town to accommodate assisted living and memory care facilities.

Based on this analysis, staff believes that this criterion cannot be satisfied.

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

Applicant First Submittal:

The development of the Property for senior living will be a natural transition from the commercial services provided to the west to the low-density residential that exists within unincorporated Douglas County to the east. In addition, providing residential opportunities for senior living near the surrounding commercial uses will allow the

Town to meet Goal 4 under Chapter 8 of the Master Plan by allowing independent living and services for the elderly by enabling easy access to meet every day needs.

Additionally, the Property is directly across from the Parker Adventist Hospital campus, which includes a variety of health services. The Project's proximity to this medical campus is compatible with the proposed use of the site and will provide access to services for those that may require them.

Applicant Second Submittal:

As previously stated in the First Submittal, the Property is the appropriate location for the Project. The Property consists of approximately 5 acres of the eastern portion of the Overall Property, and therefore only approximately 50% of the Overall Property is proposed for a change of zoning to the C-O-RD District, or Planning Area 6b. See Figure 1. This will allow the remaining portion of the Overall Property, which is in closer proximity to existing development and the core of the Crown Point Development, to develop for a permitted use under the C-O-H District in the future.

Additionally, the Review Comments acknowledge the Property is directly adjacent to a property to the east that is located within the C-O-RD District, or Planning Area 6b, within which assisted living is a permitted use (the "Adjacent Property"). Extending the C-O-RD District to the Property would not interfere with consistency in surrounding development and use. There is no meaningful distinction between the



Figure 1: Depicts the approximate portion of the Overall Property to be developed for the Project, with the western portion of the Overall Property remaining vacant for future development.

Property and the Adjacent Property, including visibility to the entrance of the Crown Point Development, general size, access, configuration, and designation within the General Land Use Plan of the Master Plan. Both the Property and Adjacent Property are designated within the Medical District. Based on the Town's recognition in the Review Comments that an assisted living use is appropriate at the Adjacent Property, an assisted living use is consistent with the Medical District. See Figure 2. Therefore, the Project is an appropriate and correct site for a senior living community that provides independent and assisted living, as well as memory care services.

As stated in the First Submittal, the development of the Project will allow a natural transition from the commercial services provided to the west to the low-density residential that exists within unincorporated Douglas County to the east. This complies with the Master Plan's strategy that encourages transitions between different land uses and intensities (p. 6.3). The Project aligns with the Master Plan's focus on creating a community for a diversity of residents. For example, the 2005 outreach process as part of the Master Plan identified the need to create a "community for our whole lives" (p. 3.6). This includes creating a "full service" community with a broad range of services and housing opportunities. The Master Plan also encourages land uses that create a sense of community among those who work, live and play within appropriate neighborhoods (p. 6.3). The Project will be proximate to a number of commercial services, as well as the fitness facility directly to the north. The Master Plan states that the Town is encouraged to "promote a healthy community through site design that



Figure 2: Depicts the adjacent property's designation within the Medical District and Planning Area 6b of the PD Plan. Note that the image shows an overlay of the current PD Plan map over the Town's Master Plan map, and that the planning area boundaries vary slightly.

encourages active living” (p. 11.15). The Project location near commercial services, medical services, as well as the fitness center, will allow independent living and services for the elderly by enabling easy access to everyday needs, which is an identified goal of the Master Plan (p. 8.8).

It also includes locating “more intensive uses at Parker’s center and along major highway corridors so that single-family neighborhoods on the periphery retain their family orientation, appearance, and protected open space” (p. 3.6), as well as an emphasis to “locate higher residential densities in specific and appropriate areas” (p. 8.7). By locating this higher density use within close proximity to the of E-470 and South Parker Road, and away from the lower density uses to the east, it ensures that single-family neighborhoods in the area will maintain their character, as reflected as a desired outcome in the Master Plan.

Notably, the General Land Use Plan, which is an important element of the Master Plan, is “focused primarily on the physical form and development pattern of the Town” (p. 6.4). The proposed use for an assisted living and memory care community, while not commercial in nature, is consistent with a number of the building forms that are permitted under C-O-H District. For example, the planned four story community for assisted living and memory care would be similar in form to a hotel, and would therefore contribute to the desired appearance for the entrance of the Crown Point Development. As a result, the Town’s desired building form for this location, as evidenced by the General Land Use Plan, would be enhanced by rezoning the Property to the C-O-RD District.

The 2005 outreach process as part of the Master Plan identified a desire among citizens for “balancing the pace of development” (p. 3.6). Support was expressed for directing and timing growth so that the Town can provide supporting services and improvements to match expectations of maintaining the high quality of life (p 3.6). A goal of the Master Plan also states that “growth shall be appropriately directed and site-planned to sustain our community’s needs as we grow” (p. 6.3). The Property has been vacant for a number of years, despite its proximate access to services and improvements within the Town. In fact, the Master Plan directs the Town to “encourage and support the quality renovation and reuse of under-utilized parcels and buildings” (p. 9.10). Development of the Project will ensure that the Town develops in a logical, balanced manner by putting a vacant lot within an existing subdivision into use, while also meeting the needs of the community by providing housing and services to an aging demographic.

The Master Plan identifies a strategy that encourages the development of land use patterns that are compatible with and support a variety of transportation opportunities and/or choices (p. 6.3) and encourages a “variety of housing densities in close proximity to employment centers along the E-470 Corridor, around commercial areas and near transit centers” (p. 8.8). The Property is located less than a quarter mile from an RTD bus stop that is served by Route 4831 and has the potential to provide residents without access to a vehicle with public transportation services throughout the Denver metro area. In addition, the Property is in close proximity to the E-470 and South Parker Road intersection, which will provide convenient access for residents and visitors of

the Project.

Staff Analysis:

The proposed property is located at a key location within the Crown Point Development. The existing Crown Point PD has designated this property for commercial uses including but not limited too: hospitals, hotels, restaurants, shopping centers which aligns with the Parker 2035 Master Plan. The rezoning of this property to allow for an assisted living and memory care facility, a residential use, is not consistent with the intent of the existing PD's construction nor with the Parker 2035 Master Plan. In addition, the Crown Point Planned Development guide was amended in 2014 by a "Uses not Itemized" request to allow for assisted living and memory care facilities in portions of the Crown Point Planned Development guide that are further away from the commercial center of the PD. The PD allows for assisted living and memory care facilities as a use by right on properties within the PD that are designated in the Commercial/Office/Research and Development Planning Areas. One such location is located directly to the east of the proposed lot. Staff believes that the lot located to the east, where assisted living and memory care facilities are a permitted use, is a correct location for the proposed use. This key commercial location within the development is not the correct location.

The PD zoning for Crown Point, which is binding on current and future owners, has determined the correct sites for assisted living and memory care facilities through the establishment of planning areas, which sites do not include the particular parcel for the proposed development. The applicant is responsible under the Parker Land Development Ordinance for developing the particular parcel in accordance with the overall plan and the applicant as a future owner is required to develop the particular parcel in accord with the Crown Point Center Development Guide (the "Guide"). The Guide specifically provides that "once the Development Guide is approved and recorded by the Town of Parker, all current and future owners and their assigns are required to develop their property in accordance with the Development Guide." Here, the particular parcel is located in the Commercial/Office/Hotel District. Assisted living and memory care facilities are not listed as a use permitted by right or by use permitted by special review in the Commercial/Office/Hotel District. However, assisted living and memory care facilities are listed as a use permitted by right in other Districts of the Crown Point Development Plan, which contain the correct sites for this type of facility.

The Town of Parker's Master Plan also lists as one of its goals and strategies, "Integrate senior housing into neighborhoods to promote opportunities for intergenerational connection and continuum of care for the elderly." There are other open lots available in the Crown Point Planned Development area that allow for the described use that are closer to other residential communities.

The use described by the applicant's project narrative is not consistent with the basic requirements and characteristics of Crown Point's Commercial/Office/Hotel District. The uses permitted by right encourage and promote more robust, revenue generating commercial uses and employment centers along the E-470 corridor. Additionally, the Master Plan states, "Primary uses appropriate along the E-470 include: employment centers (professional and corporate offices and light industrial uses), regional retail,

and service centers; a hospital and a higher education campus.” The assisted living and memory care use described in the project is residential in nature with few employment or economic benefits.

In conclusion, the proposed use is not the correct site, and an opportunity exists for the proposed use to be located elsewhere.

Based on this analysis, staff believes that this criterion cannot be satisfied.

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

The purpose of this application is not to correct an error in the original zoning; therefore, this factor is not applicable.

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

Applicant First Submittal:

The market need for commercial and office space has shifted significantly since the adoption of the Master Plan due to an increase in remote work and online shopping. However, the need for senior living opportunities remains. Therefore, re-designating the Property to the C-O-RD District in order to allow senior living and memory care will better accommodate the needs of the area as they exist today.

Applicant Second Submittal:

As discussed in the written narrative provided with the First Submittal, there are significant changes in the area that warrant the proposed zone change. In particular, the significant need for senior living options is identified throughout the Master Plan. It is important to note that the Master Plan states that it is “designed to be a living document that provides broad policy guidance” and that “making long range decisions means that issues need to be periodically readdressed to reflect new or emerging circumstances,” and that each succeeding Town Council has the discretion to reconsider long range policy decisions (p. 4.9). In fact, the Master Plan is intended to be a “broad and flexible document that changes to meet the community’s needs, conditions and direction of change” (p. 4.10). As previously mentioned, the projected 32% increase in the 75+ age group is a specific changing condition that the Master Plan’s vision was intended to address.

The Property has remained vacant despite its inclusion within the PD and prominent location within the Crown Point Development, which indicates that the demand for some of the particular uses identified under the C-O-H District, including, but not limited to, shopping centers, commercial retail and wholesale businesses, banks, financial institutions and services, commercial service businesses, hotels and motels, restaurants, offices, indoor theaters, educational and training related facilities, executive and caretaker residences, and hospitals and health care facilities, are not warranted by the market at this location within the development. As stated in the written narrative provided with the First Submittal, and acknowledged throughout the Master Plan, the need for senior living opportunities remains.

The Market Analysis determined that there is a sufficient need for additional senior living opportunities within the Parker area. The Market Analysis confirmed that there are only three (3) communities that offer IL, AL and MC together within the primary market area surrounding and including Parker, the newest being Legacy Village of Castle Pines which opened in 2018. The newest community in the market, Gardens Care Senior Living (2021), is a small AL/MC community that offers care in a home type setting. These existing communities have high occupancy rates with 98% for IL, 89.4% for AL and 86.1% for MC. The Master Plan also acknowledges throughout the document the significant need to provide a variety of senior housing opportunities, which will ensure that Douglas County can accommodate having one of the highest percentage increases in people over 65 (p. 8.6). Therefore, re-designating the Property to the C-O-RD District in order to allow senior living and memory care will better accommodate the present and future needs of the Town.

Staff Analysis:

The proposed property and surrounding areas have been designated by the Parker 2035 Master Plan as a Medical District within the E-470 Corridor Character Area. The Medical District within the E-470 Corridor Character Area has developed following the vision that the Master Plan intended to be a commercial and employment medical center within the Town and sub-region. Development within the PD includes the Parker AdventHealth hospital, medical office buildings, restaurants, hotels and other uses that support the medical center have developed as originally planned and zoned for. The Crown Point PD also contemplated multi-family residential, which was developed as planned away from key locations in the development.

There are also several properties within the PD that allow for assisted living and memory care facilities as a use by right due to the 2014 change to the PD.

In conclusion, there have not been significant changes in the area outside of that which was planned that would warrant a zone change.

Based on this analysis, staff believes that this criterion cannot be satisfied.

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

Applicant First Submittal:

A traffic circulation plan has previously been approved by the Town as part of the PD, and the roadways within the Crown Point Development have been constructed in conformance with the approved traffic circulation plan. The Project will not alter the overall traffic circulation plan as shown on the PD, and therefore traffic movement will not be impeded by the proposed development. Additionally, the Project will result in a reduced amount of traffic when compared to commercial uses that could otherwise be developed on the Property. Indeed, the Traffic Impact Study dated February 2023 that has been submitted with the PD Amendment, determined that traffic generated by the

Project is expected to create no negative impact to traffic operations for the existing and surrounding roadway system.

Applicant Second Submittal:

The Property is located within the E-470 Corridor Character Area, in addition to the Medical District of the Master Plan. The location of E-470 “allows for higher intensity uses without significantly impacting the transportation system or character area of the community” (p. 6.6). The close proximity to E-470 will ensure that the majority of traffic generated from the Project will be directed away from lower intensity uses within the Town, therefore ensuring that traffic movements will not be impeded from the proposed development.

In addition, a provision has been made for cross access easements for the benefit of the property over the private drives surrounding it.

Staff Analysis:

At the time of development, applicants are required to construct all warranted traffic mitigation improvements necessary for the development as identified within a traffic study for the property to ensure adequate circulation.

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

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

Applicant First Submittal:

The Project is part of the Crown Point Development, and the need for municipal services and related costs would have been assessed as part of the original approval of the PD. Municipal services required to directly serve the Property will be determined and finalized as part of the site plan review process with the Town. Any municipal service needs will also be offset through required fees and improvements as part of development of the Project.

Staff Analysis:

Any construction on the subject properties will be considered private and will be privately maintained.

As evidenced by the zoning and platting of this property, the Town is prepared to meet the additional municipal service costs associated with the subject property.

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

7. There are minimal environmental impacts can be mitigated.

Applicant First Submittal:

The Property is a portion of the overall Crown Point Development, and the environmental impacts would have been assessed as part of the original approval of the PD. Any environmental impacts from the Project will be determined and finalized as part of the site plan review process with the Town.

Staff Analysis:

The subject property is surrounded by urbanized areas and will be required to meet all Town environmental standards as set forth in the Land Development Ordinance, such review will occur during the Site Plan processes. As a part of this review, site improvements will be required to be designed to ensure that any environmental impacts are mitigated.

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

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

Applicant First Submittal:

The PD Amendment is consistent with the Master Plan maps, goals, and policies, as discussed in further detail earlier in this Written Narrative. The Property's designation within the Medical District makes the proposed use as a senior living community both compatible and complementary to the surrounding area. The Medical District is intended to "focus on state of the art medical care, preventative health care and wellness to create an industry synergy that ensures a successful business environment" (Master Plan, p. 6.7).

The Project will locate residents in proximity to existing commercial, as well as to medical services in the surrounding area, thus creating the "industry synergy" that is envisioned by the Master Plan. In addition, the senior living community will include both independent and assisted living, as well as memory care. These services provide an important component to the vision for the Medical District by providing health care and wellness for the various needs and stages of residents as they age, as intended by the Master Plan.

Please reference the statement of consistency with the Master Plan discussion set forth earlier in this Written Narrative for additional detail on how the Project is consistent with the maps, goals, and policies of the Master Plan.

Applicant Second Submittal:

The PD Amendment is consistent with the Master Plan maps, goals, and policies, as discussed in further detail in the written narrative provided with the First Submittal. In addition to these previous comments, the proposed rezone to the C-O-RD District conforms to the Medical District designation of the Master Plan. The Property is directly adjacent to a property that is located within the C-O-RD District, which is also designated within the Medical District. This indicates that a change of zone of the Property to the C-O-RD District is consistent with the Medical District under the Master Plan.

Job creation is identified throughout the Master Plan as an important objective for the Town. During the Master Plan's 2012 outreach process, the community expressed a desire for the Town to create local quality jobs that pay a living wage, and particularly the expansion of health care industry jobs (p3.11). In addition, the Guiding Principles under the Master Plan acknowledge that the long-term economic well-being of the Town is fundamental to its future, and that the Town will encourage a variety of employment opportunities (p. 5.4). The Project includes both independent and assisted living, as well as memory care. These services provide an important component to the vision for the Medical District by providing health care and wellness for the various needs and stages of residents as they age, as intended by the Master Plan, and will allow the Town to provide these additional desired jobs.

As stated previously, and in the written narrative with the First Submittal, the Master Plan identifies the need for a variety of senior housing options as an important need for the community. Indeed, it states that the Town should "support the development of a full range of senior housing" (p. 8.7). In order to achieve this, the Master Plan encourages increased availability and integration of a "variety of housing that supports flexibility, mobility, independent living and services for the elderly" (p. 8.8).

The Property will allow residents to be integrated into the community by allowing for easy access to nearby commercial services, as well as provide mobility options due to the proximity to the E-470 and South Parker Road intersection and RTD transportation options. The Master Plan also seeks to integrate quality health care and needed facilities for all ages into the community (p. 11.15). Not only is the Property within close proximity to medical services that will serve residents of the Project, but the Project itself will provide needed assisted living and memory care services.

The Project is aligned with multiple 'Guiding Principles' by providing a housing choice that will allow people to live in Parker throughout their lives in addition to creating employment opportunities (Master Plan, p. 5.4). The addition of 'primary' jobs will benefit Parker where the majority of the job market is made up of 'secondary' jobs (Master Plan, p. 9.3). The Project will employ between 150 and 175 positions with various required education levels, etc. which will help reduce the migration of a highly educated workforce out of Parker.

Staff Analysis:

As detailed in Section IV. of this staff report, the property and surrounding areas are located within the Medical District within the E-470 Corridor Character Area of the Parker 2035 Master Plan. The intent of the E-470 Medical District focuses on state of the art medical care, preventative health care and wellness. Appropriate land uses include; hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate when they provide ancillary services in size, scale and purpose.

The proposed use of assisted living and memory care is classified as a residential use and is not consistent with the Town's Master Plan designation. The proposed use does not align with the goals and vision of the Master Plan as it is primarily residential and should be proposed for another location within Town.

In conclusion, the proposed use is not consistent with the Town's Master Plan as it is proposing a residential use in a heavily used commercial corridor.

Based on this analysis, staff believes that this criterion cannot be satisfied.

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

Applicant First Submittal:

Services were addressed as part of the original approval of the PD, and as set forth in Section 3 of the Plan. This includes applicable easements for water services, roadway easements and dedications for E-470 and South Parker Road (or State Highway 83), as well as payment for a portion for a signalized intersection at Cottonwood Drive and Parker Road. In addition, each planning area within the PD is required to provide a certain amount of landscaping and open space. As described earlier, any additional services required to serve the Property will be determined and finalized as part of the site plan review process with the Town.

Staff Analysis:

The property is located within Cottonwood and Sanitation District and infrastructure exists serving adjoining properties.

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

I. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments
Parker Engineering	No Comment
Aztec Consultants	Advisory Comments - Invoice
Parker Building	Advisory Comments - Building has no comment specific to the zoning request.
Fire Life Safety	Advisory Comments - Fire Life Safety as no issue specific to the zoning request
Douglas County Assessor's Office	No Comment
Douglas County Planning	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
PSCO	Advisory Comments - PSCO has no objection to the proposed rezone contingent upon the district's ability to maintain all existing rights.
CORE	Approved
CenturyLink	No Comment
Comcast	No Comment
Cottonwood Water and Sanitation District	No Comment
RTD	No Comment
South Metro Fire	No Comment
Parker Recreation	No Comment

VIII. CONCLUSION

The requested PD amendment is proposing to expand Planning Area 6b Commercial/Office/Research and Development District of the Crown Point Planned Development (PD) with the intent of changing the permitted use of the property to include assisted living and memory care facilities.

Staff has reviewed the application to amend the Crown Point Planned Development as described herein and has determined that the proposed amendment does not satisfy the criteria contained in Section 13.04.240(b)(7)f of the Parker Municipal Code, and specifically finds:

- A need does not exist for the proposal
- The particular parcel of ground is not the correct site for the proposed development.
- There have not been significant changes in the area to warrant a zone change
- The proposal is not consistent with the Town Master Plan, maps, goals, and policies.

Based on the analysis contained in this staff report, staff recommends that the Planning Commission recommends Town Council deny the PD amendment request.

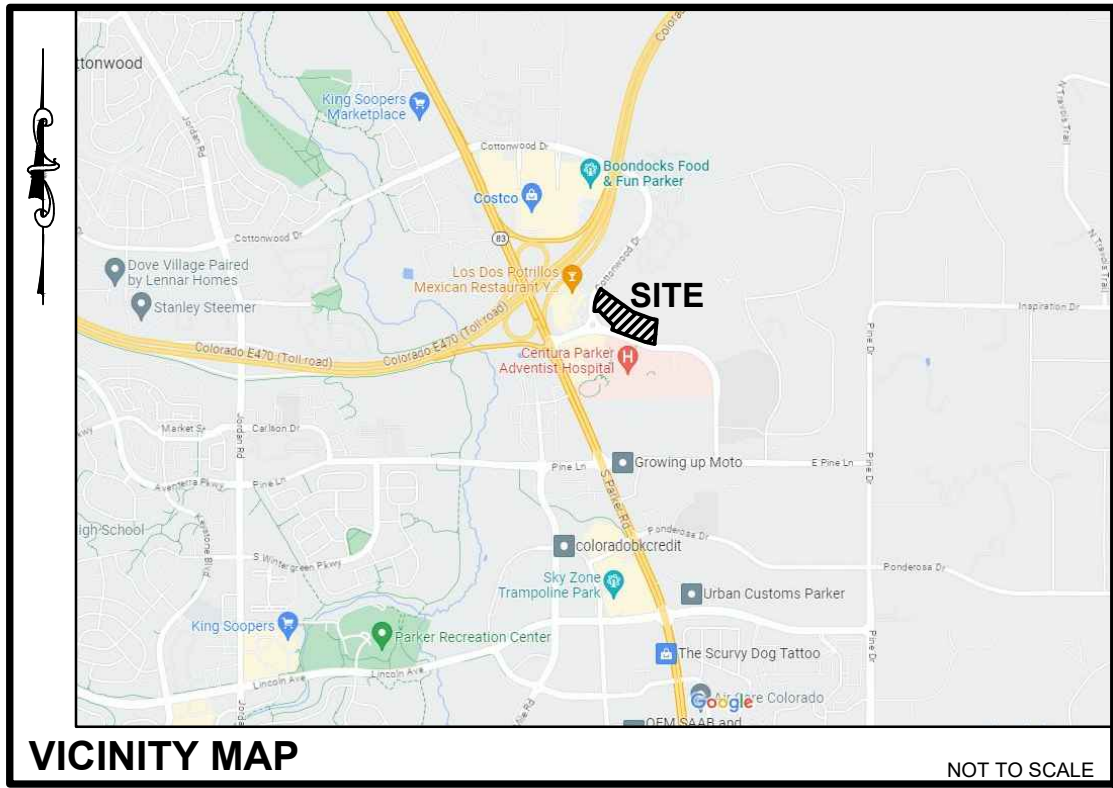
IX. ATTACHMENTS

1. Crown Point PD Guide
2. Rezoning Map

Report Approved By: Bryce Matthews, Assistant Director-Planning

CROWN POINT PLANNED DEVELOPMENT - 4TH AMENDMENT DEVELOPMENT PLAN

A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION OF EXISTING PROPERTY:

LOT 2, BLOCK 1,
CROWN POINT FILING 1, 11TH AMENDMENT,
COUNTY OF DOUGLAS, STATE OF COLORADO.

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED AS PLANNING AREA 6B:

A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT, SITUATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE WEST LINE OF LOT 1 CROWN POINT F#1, 9TH AMENDMENT;

THENCE S05°31'11"W, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, CROWN POINT F#1, 9TH AMENDMENT, A DISTANCE OF 422.47 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CROWN CREST BOULEVARD (96' WIDE PUBLIC RIGHT-OF-WAY);

THENCE COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGEL OF 14°22'55", A RADIUS OF 622.00 FEET, AN ARC LENGTH OF 156.13 FEET, HAVING A CHORD BEARING N77°07'03"W WITH A CHORD DISTANCE OF 155.72 FEET;
2. THENCE N69°55'35"W A DISTANCE OF 490.44 FEET;

THENCE N20°11'53"E A DISTANCE OF 241.23 FEET;

THENCE N31°26'10"E A DISTANCE OF 191.22 FEET TO THE SOUTH LINE OF LOT 1, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT;

THENCE COINCIDENT WITH SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 54°17'31"E A DISTANCE OF 69.31 FEET;
2. THENCE SOUTH 69°55'31"E A DISTANCE OF 338.72 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGEL OF 14°32'52", A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 48.24 FEET, A CHORD BEARING S77°11'57"E WITH A CHORD DISTANCE OF 48.11 FEET;
4. THENCE S84°28'23"E A DISTANCE OF 48.96 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 242,005 SQUARE FEET OR 5.55567 ACRES MORE OR LESS;

BEARINGS ARE BASED ON THE EAST LINE OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT HAVING A MEASURED BEARING OF S05°31'11"W AND BEING BOUNDED BY A FOUND 1" BRASS CAP STAMPED "BOUNDARY BOYS" "PLS 32430" SET FLUSH IN ASPHALT ON THE NORTH END AND BY A FOUND NAIL AND 1" BRASS TAG STAMPED "ESC" "LS 38421" SET FLUSH IN ASPHALT ON THE SOUTH END.

OWNER OF PROPERTY TO BE REZONED:

LTF REAL ESTATE COMPANY, INC.
P (877)-241-8265

BY: _____
SIGNATURE

PRINTED NAME AND TITLE

NOTARY:

STATE OF _____)
COUNTY OF _____) SS

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

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION:

I, JEFFREY A. MILLER, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY. EITHER EXPRESSED OR IMPLIED, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

JEFFREY A. MILLER
PROFESSIONAL L.S. NO. 38467
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
Email: jeffm@engineeringserviceco.com

PLANNING COMMISSION CERTIFICATE

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

PLANNING DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL CERTIFICATE:

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

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

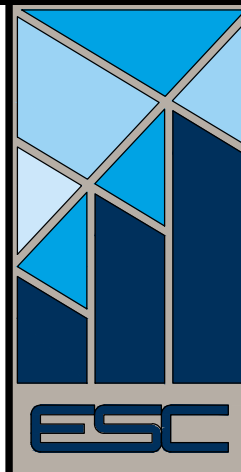
CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

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

AT _____ M. AND WAS RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER



14190 East Evans Avenue
Aurora, Colorado 80014
engineeringserviceco.com
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F 303.337.7481
T/F 1.877.273.0659

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Revisions:	Date:	By:
ADDITIONS TO THE COMMISSION'S	08/17/2023	JAM
REVISIONS TO THE COMMISSION'S		

RYAN COMPANIES US, INC
533 SOUTH THIRD STREET SUITE 100
MINNEAPOLIS, MINNESOTA 55415
P (612) 482-4174

Prepared For:

CROWN POINT PLANNED DEVELOPMENT
4TH AMENDMENT DEVELOPMENT PLAN
A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
9284 CROWN CREST BOULEVARD

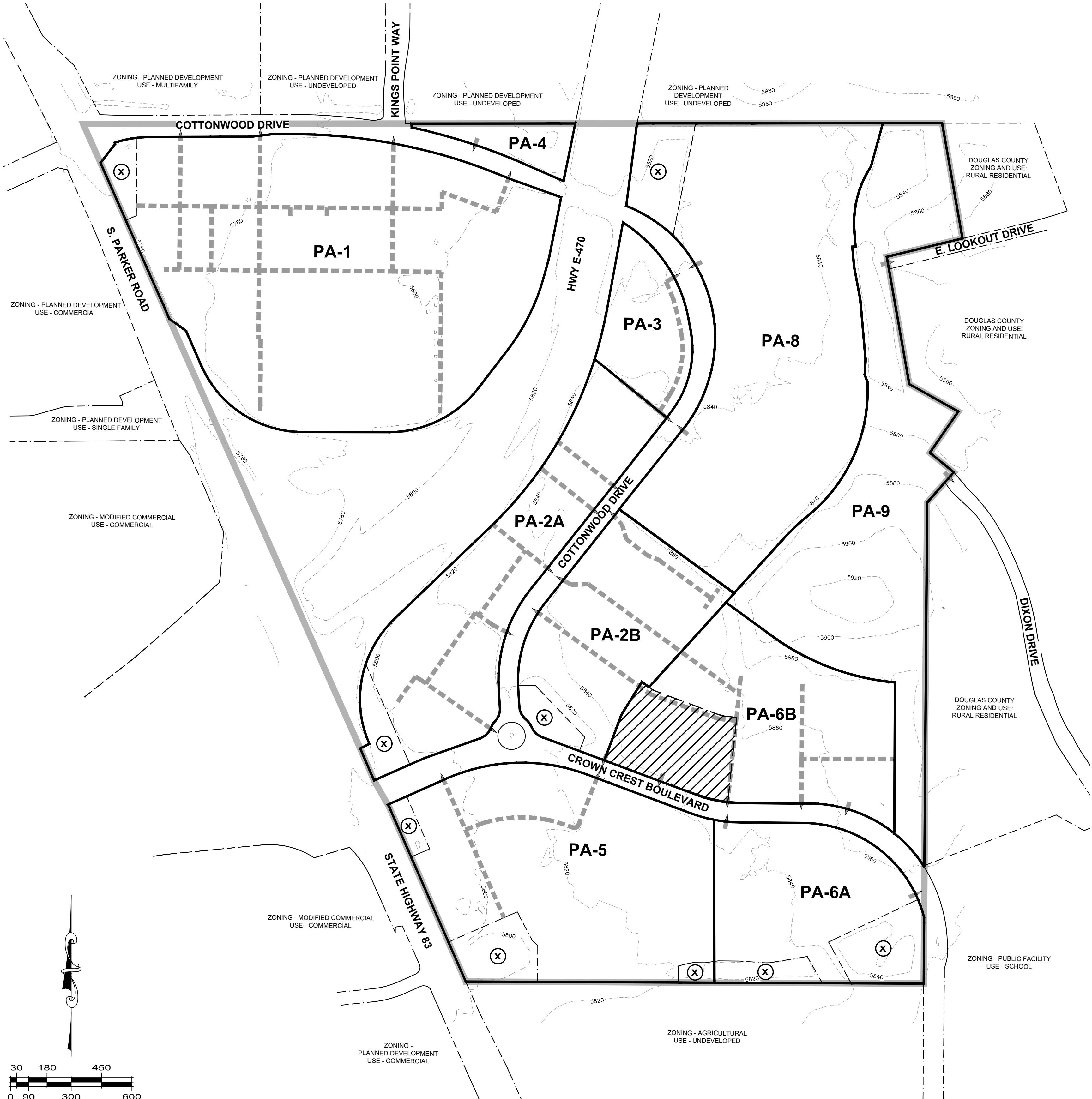
Designed By:	JAM	Date:	7/28/2023
Drawn By:	JAM	Survey No.:	23-023-R
Checked By:	JAC	Project No.:	1160.4
Field Book No.:	960	Scale:	N/A
Sheet No.:			

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP SCALE: N/A



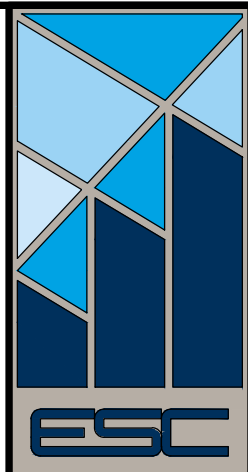
LEGEND

- OVERALL DEVELOPMENT BOUNDARY
- PLANNING AREA BOUNDARY
- EXISTING PARCEL LINES
- CONTOUR LINE
- ACCESS EASEMENT / PRIVATE DRIVE
- ACCESS TO PUBLIC RIGHT-OF-WAY
- PLANNING AREA NUMBER
- EXISTING DRAINAGE, DETENTION OR RETENTION TRACT
- AREA TO BE REZONED AS PLANNING AREA 6B

PROPOSED LAND USE SUMMARY - 4TH AMENDMENT:

CROWN POINT PLANNED DEVELOPMENT 4TH AMENDMENT LAND USE SUMMARY		
LAND USE	PLANNING AREA	2023 PROPOSED ACRES
COMMERCIAL / OFFICE / HOTEL DISTRICT	1	57.1 ACRES
	2A	22.0 ACRES
	2B	14.9 ACRES
	5	31.7 ACRES
COMMERCIAL / OFFICE / RESEARCH AND DEVELOPMENT DISTRICT	3	7.0 ACRES
	4	2.6 ACRES
	6A	18.0 ACRES
	6B	23.8 ACRES
CAMPUS OFFICE DISTRICT	8	45.0 ACRES
OPEN SPACE / BUFFER	9	32.2 ACRES
MAJOR COLLECTOR R.O.W.		17.7 ACRES
		TOTAL 272.0 ACRES

- UTILITY PROVIDERS FOR CROWN POINT PLANNED DEVELOPMENT:
- DRAINAGE - TOWN OF PARKER
 - WATER - COTTONWOOD WATER AND SANITATION DISTRICT
 - WASTEWATER - COTTONWOOD WATER AND SANITATION DISTRICT
 - GAS - XCEL ENERGY
 - ELECTRIC - CORE ELECTRIC COOPERATIVE (FORMERLY IREA)
 - CABLE / TELEPHONE - CENTURY LINK (LEVEL 3)



14190 East Evans Avenue
Aurora, Colorado 80014
engineering@esc.com
P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659
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Revisions:

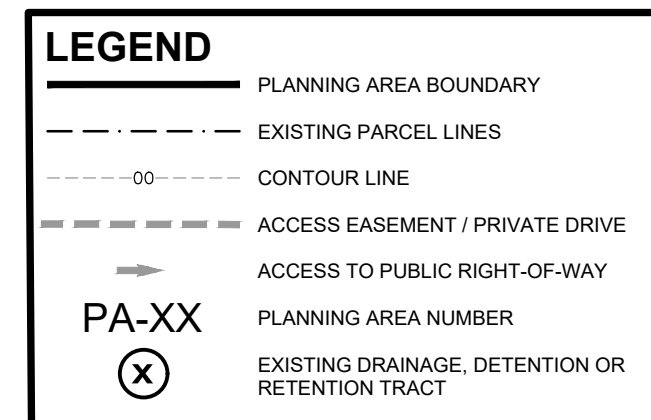
DATE	DESCRIPTION
06/17/2023	REVISED

RYAN COMPANIES US, INC.
533 SOUTH THIRD STREET SUITE 100
MINNEAPOLIS, MINNESOTA 55415

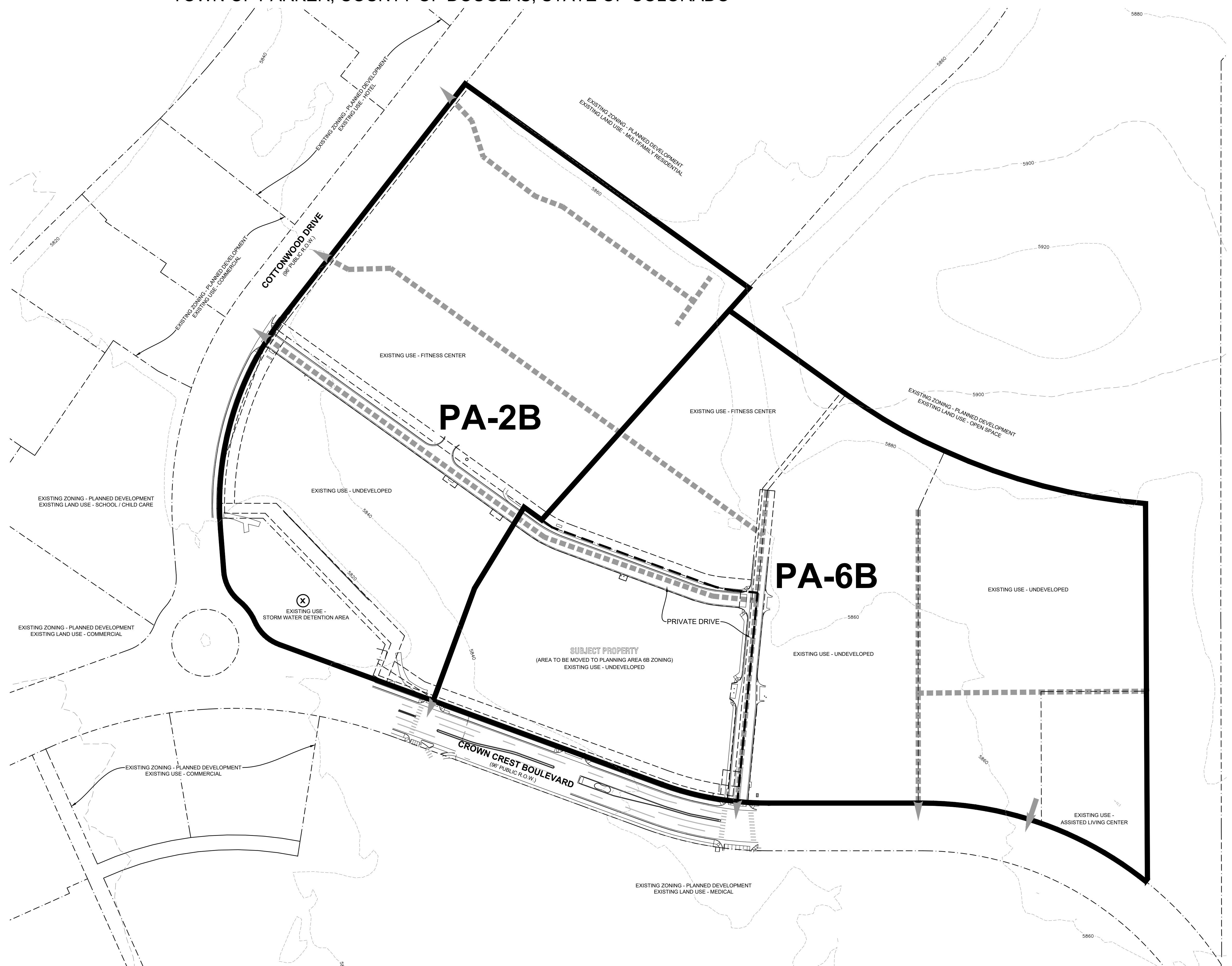
Prepared For:
CROWN POINT PLANNED DEVELOPMENT
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
9284 CROWN CREST BOULEVARD

Designed By:	JAM	Date:	7/28/2023
Drawn By:	JAM	Survey No.:	23-023-Z
Checked By:	JAC	Project No.:	1160.4
Field Book No.:	960	Scale:	1" = 300'
Sheet No.:	2 OF 3		

A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



CROWN POINT PLANNED DEVELOPMENT 4TH AMENDMENT		
LAND USE SUMMARY - REVISED AREAS 2B & 6B		
LAND USE	PLANNING AREA	2023 PROPOSED ACRES
COMMERCIAL / OFFICE / HOTEL DISTRICT	2B	14.9 ACRES
COMMERCIAL / OFFICE / RESEARCH AND DEVELOPMENT DISTRICT	6B	23.8 ACRES
	TOTAL	41.0 ACRES



ORDINANCE NO. 3.74.1, Series of 2013

**TITLE: A BILL FOR AN ORDINANCE TO AMEND THE CROWN POINT
CENTER DEVELOPMENT GUIDE THIRD AMENDMENT PURSUANT
TO THE PARKER LAND DEVELOPMENT ORDINANCE**

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

Section 1. Finding of Fact.

a. Application has been made for amending the Planned Development zoning, for the "Crown Point Development Guide Second Amendment," approved by the Town Council on August 7, 1989, and recorded in the Office of the Douglas County Clerk and Records Office on September 10, 2001, in Book 2126, page 1089 and Reception No. 01083112, for the property described in attached **Exhibit A** within the Town of Parker, Colorado, pursuant to the Parker Land Development Ordinance (the "2001 Crown Point Development Guide").

b. Public notice has been given of such zoning amendment by one (1) publication in the *Douglas County News-Press*, a newspaper of general circulation within the Town and the official newspaper of the Town, at least fifteen (15) days before the public hearing of such zoning.

c. Written notice was sent by certified mail to all owners of property within five hundred (500) feet of the property, at least fifteen (15) days prior to the public hearing.

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

e. The requirements contained in Section 13.04.240 of the Parker Municipal Code for approving the amendment to the 2001 Crown Point Development Guide have been satisfied.

Section 2. The 2001 Crown Point Development Guide approved by the Town Council on August 7, 2001, for the property identified in Exhibit A is hereby amended by the "Crown Point Center Development Guide Third Amendment" as set forth in **Exhibit B**, which is attached hereto and incorporated by this reference

Section 3. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

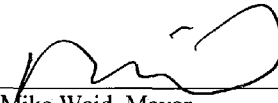
Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the

publication of an agenda that contains the title to this ordinance in a newspaper of local circulation prior to first and second reading of this ordinance creates a financial burden on the Town and that the title to this ordinance was posted in two public places two days before the Town Council meeting as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

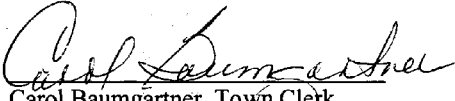
Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

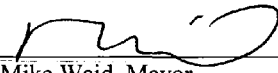
INTRODUCED AND PASSED ON FIRST READING this 28th day of May, 2013.


Mike Waid, Mayor

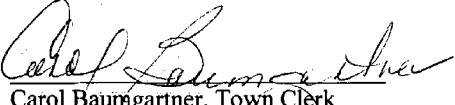
ATTEST:


Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this 3rd day of June, 2012.


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

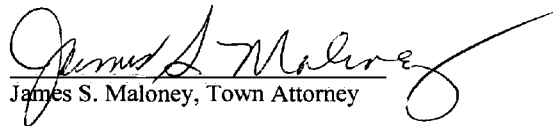

James S. Maloney, Town Attorney

EXHIBIT A

SECTION 12

LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3;

THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 1,227.45 FEET TO THE POINT OF BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV. 1;

THENCE CONTINUING N89°14'30"E ALONG SAID NORTH LINE A DISTANCE OF 1,483.59 FEET TO THE POINT ON THE WESTERLY BOUNDARY LINE OF SIERRA VISTA FILING NO. 3;

THENCE ALONG THE WESTERLY BOUNDARY LINES OF SIERRA VISTA FILINGS NO. 3 AND NO. 2 THE FOLLOWING EIGHT (8) COURSES:

- 1) S10°45'30"E A DISTANCE OF 580.00 FEET;
- 2) S75°14'30"W A DISTANCE OF 385.00 FEET;
- 3) 10°45'30"E A DISTANCE OF 635.00 FEET;
- 4) S61°33'52"E A DISTANCE OF 281.33 FEET;
- 5) S34°32'23"W A DISTANCE OF 280.00 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS S34°32'23"W;
- 6) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°00'00" AND A RADIUS OF 1,250.00 FEET, A DISTANCE OF 152.72 FEET TO THE POINT ON A RADIAL LINE;
- 7) S41°32'23"W ALONG SAID RADIAL LINE A DISTANCE OF 172.48 FEET;
- 8) S00°21'34"E A DISTANCE OF 756.72 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;

THENCE CONTINUING S00°21'34"E ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1,621.90 FEET TO THE POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 289 AT PAGE 826, DOUGLAS COUNTY RECORDS;

THENCE S89°32'23"W ALONG SAID NORTH LINE A DISTANCE OF 2,265.17 FEET TO THE POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83, AS DESCRIBED IN BOOK 727 AT PAGE 628, DOUGLAS COUNTY RECORDS;

THENCE N24°38'59"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 665.42 FEET;

THENCE N19°46'10"W ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 B REVISION 1 A DISTANCE OF 501.81 FEET;

THENCE N24°39'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV.1;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) N65°20'45"E A DISTANCE OF 52.69 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS N65°20'45"E;

- 2) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 70°18'53" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 674.24 FEET TO THE POINT OF TANGENT;
- 3) N45°39'38"E ALONG SAID TANGENT LINE A DISTANCE OF 648.67 FEET TO THE POINT OF CURVE;
- 4) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°55'43" AND A RADIUS OF 1,979.85 FEET, A DISTANCE OF 1,241.51 FEET TO THE POINT OF TANGENT;
- 5) N09°43'55"E ALONG SAID TANGENT LINE A DISTANCE OF 945.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,086,265 SQUARE FEET OR 208.5919 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 3;
THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 900.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REVISION 1;
THENCE ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCELS NO. TK-23 REVISION 1 AND TK-23 A REVISION 1 AND THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83 THE FOLLOWING ELEVEN (11) COURSES:
1) S10°52'39"W A DISTANCE OF 681.68 FEET;
2) S14°37'39"W A DISTANCE OF 95.13 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°03'52" AND A RADIUS OF 1,075.92 FEET, A DISTANCE OF 414.33 FEET TO A POINT OF TANGENT;
3) S36°41'31"W ALONG SAID TANGENT LINE A DISTANCE OF 228.17 FEET TO A POINT OF CURVE;
4) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°39'15" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 504.90 FEET TO A POINT OF TANGENT;
5) S89°20'46"W ALONG SAID TANGENT LINE A DISTANCE OF 428.00 FEET TO A POINT OF CURVE;
6) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 66°00'00" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 632.88 FEET;
7) N24°39'14"W A DISTANCE OF 189.84 FEET;
8) N55°34'56"W A DISTANCE OF 82.67 FEET;
9) N24°39'05"W A DISTANCE OF 862.93 FEET;
10) N37°19'01"E A DISTANCE OF 106.97 FEET;
11) N28°26'39"W A DISTANCE OF 105.93 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 4;
THENCE N88°53'23"E ALONG SAID NORTH LINE A DISTANCE OF 1,427.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,762,891 SQUARE FEET OR 63.4272 ACRES, MORE OR LESS.

EXHIBIT B

**CROWN POINT CENTER
DEVELOPMENT GUIDE
THIRD AMENDMENT**

ORIGINALLY APPROVED BY THE PARKER TOWN COUNCIL
DECEMBER 4, 1989

SECOND AMENDMENT
APPROVED BY THE PARKER TOWN COUNCIL
AUGUST 7, 2001

THIRD AMENDMENT
APPROVED BY THE TOWN OF PARKER TOWN COUNCIL
JUNE 3, 2013

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CROWN POINT CENTER DEVELOPMENT GUIDE

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CROWN POINT CENTER DEVELOPMENT GUIDE

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SECTION 1

PURPOSE, OBJECTIONS AND INTENT

- 1.1 Purpose. The purpose of this Crown Point Center Planned Development District Development Guide Second Amendment (hereinafter referred to as “Development Guide”) is to assure that Crown Point Center grows as a comprehensively planned development with adequate provisions for the orderly development and improvement of the property. The property to which this development guide is applicable (hereinafter referred to as Crown Point Center) is legally described in Section 12 hereof. All section references, unless otherwise stated, are to sections in this Development Guide.
- 1.2 Objectives. The Crown Point Center Planned Development is intended to accommodate a mix of commercial, office, hotel, research and development, residential, open space/buffer, and recreational land uses. This Development Guide permits opportunities for innovative community design and sensitive site design, while allowing the flexibility to respond to changing market and community needs.
- 1.3 Legislative Intent. It is the intent of this Development Guide to be consistent with, and to assist in the implementation of, the legislative declarations contained in the Planned Unit Development Act of 1972 for the State of Colorado, as amended.

SECTION 2

AUTHORITY

- 2.1 Authority. The authority for this Development Guide is Section XXIV - Planned Development - PD of the Town of Parker Zoning Ordinance, July 30, 1981. The authority for Section XXIV of the Town of Parker Zoning Ordinance is Article 67, Title 24 (Planned Unit Development Act of 1972), of the Colorado Revised Statutes, 1973, as amended.
- 2.2 Adoption. The adoption of this Development Guide (and the included Development Plan) shall evidence the finding and decision of the Town Council that this Development Guide for Crown Point Center is authorized by the provisions of Section XXIV of the Town of Parker Zoning Ordinance; that said Section XXIV and this Development Guide comply with the Planned Unit Development Act of 1972; that this Development Guide supersedes, voids, terminates and otherwise replaces by operation of law that certain Crown Point Development Guide and Development Plan (including, without limitation, all owner/developer commitments and obligations contained within the “Preamble” thereto) adopted by Douglas County and filed in the records of Douglas County at Book 545, Page 751 on October 29, 1984.
- 2.3 Enforcement. The provisions of this Development Guide (and the included Development Plan) relating to the use of land shall run in favor of the Town of

Parker and shall be enforceable, at law or in equity, by the Town of Parker. All provisions of this Development Guide shall also run in favor of the occupants and owners of the land within Crown Point Center.

- 2.4 Application of Any Provision Declared Invalid. If the application of any provision of this Development Guide to any parcel, building, other structure, or tract of land is declared to be invalid by a decision of any court of competent jurisdiction, it is hereby declared to be the intent of this Development Guide that:
- 2.4.1 The effect of such decision shall be limited, to the extent practical, to that lot, building, other structure or tract of land immediately involved in the controversy, action, or proceeding in which the judgement or decree of invalidity was rendered; and
- 2.4.2 Such decision shall, to the extent practical, not affect, impair or nullify this Development Guide as a whole or the application of any provision hereof to any other lot, building, other structure or tract of land.

SECTION 3

LAND DEDICATIONS, CONVEYANCES AND EXPENDITURES

- 3.1 Land Dedications, Conveyances and Expenditures. Prior to the date of this Development Guide, the following land dedications, conveyances and expenditures for public use have been made by the Developer and/or its predecessors:
- 3.1.1 E-470 Dedication. The Developer has dedicated, in fee simple and without charge, 1,834,015 square feet (42.1 acres) of land to the E-470 Authority. The required "slope easements" consisting of an additional 3.7 acres have also been granted to the E-470 Authority. The total conveyance represents 14.3% of total site. The Developer has paid to the E-470 Authority \$38,500 for additional design work and environmental impact studies relating to the final alignment of E-470 right-of-way through Crown Point Center.
- 3.1.2 S H 83 (Parker Road). The Developer has dedicated, in fee simple and without charge, 227,857 square feet (5.2 acres) to Douglas County for use by the Colorado Department of Highways for improvements to State Highway 83 (Parker Road) (1.6% of site). In addition, the Developer has conveyed permanent easements totaling 29,507 square feet (0.68 acres) to the Colorado Department of Highways for the purpose of relocating the Wyco Pipeline.
- 3.1.3 Cottonwood Water and Sanitation District. The Developer has granted easements totaling 8.89 acres to the Cottonwood Water and Sanitation District for water transmission lines and for the site on which their water storage facilities have been constructed. In addition, the Developer is committed to conveying to the District, in fee simple and without charge, perpetual rights to approximately 450 acre feet of non-tributary water decreed to the Developer.

- 3.1.4 Open Space/Buffer District. The Developer has, as shown on the Development Plan, preserved a buffer area suitable for future dedication, separating Crown Point Center from the adjacent residential areas (approximately 10% of total the site). Additionally, a minimum prescribed portion of each Planning Area is set aside for landscaping/open space.
- 3.1.5 Cottonwood Drive/Parker Road Intersection. The Developer has previously paid \$35,000 representing 50% of the cost to signalize the intersection of Cottonwood Drive and Parker Road.

SECTION 4

DEFINITIONS

- 4.1 Purpose and Intent. The purpose of this Section is to make certain the meanings of certain words, terms and phrases used in this Development Guide. Any words, terms and phrases contained in this Development Guide shall be defined and interpreted in accordance with the definitions contained in this Section, unless the context indicates a different meaning was intended.
- 4.2 Rules of Construction. The following rules of construction shall govern the interpretation of the provision of this Development Guide.
- 4.2.1 All words, terms and phrases not defined herein in other resolutions or codes of the Town of Parker relative to land development or construction shall be construed as defined in such ordinances or codes, unless the context indicates a different meaning was intended.
- 4.2.2 All words, terms and phrases neither defined herein nor in other such ordinances or codes shall be given their usual and customary meanings unless the context indicates a different meaning was intended.
- 4.2.3 The text of this Development Guide shall have precedence over its captions and titles.
- 4.2.4 The word “shall” is mandatory and not permissive; the word “may” is permissive and not mandatory.
- 4.2.5 Words used in the singular include the plural and words used in the plural include the singular, unless the context indicates the contrary.
- 4.2.6 Words used in the present tense include the future tense and words used in the future tense include the present tense.
- 4.2.7 The phrase “used for” includes “arranged for” “designed for” , “intended for” , “maintained for” and “occupied for”.
- 4.2.8 The particular or specific definitions given in this Development Guide control over the general meaning of those words.

- 4.2.9 The definitions set forth in Section XIII, Definitions, of the Town of Parker Zoning Ordinance and the successors thereof, as in effect at the time of adoption of this Development Guide, except as amended in this Development Guide, are by this reference incorporated herein as if set forth in full to the extent not inconsistent with this Development Guide.
- 4.2.10 Definitions:
- 4.2.10.1 Abut: Are contiguous, i.e., have a common property line
- 4.2.10.2 Accessory Building: A subordinate building, the use of which is customarily incidental to that of the main building(s) or to the main use(s) of the land and which is located on the same lot(s) or parcel with the main building or use.
- 4.2.10.3 Accessory Use: A use naturally and normally incidental and subordinate to, and devoted exclusively to, the main use of the premises.
- 4.2.10.4 Borrow Site: An area used for the extraction of earthen materials such as sand, gravel or dirt which is outside the area of immediate development.
- 4.2.10.5 Building: Any permanent structure, or portion thereof, built for the shelter or enclosure of human beings or property of any kind, but excluding advertising signboards, fences and walls.
- 4.2.10.6 Building Height: Except as otherwise provided for in the Development Guide, Building Height shall mean the vertical distance measured from the highest point of the ground-level grade to the elevation of the highest point of the roof level. Also see Section 9.1.3.
- 4.2.10.7 Car Care Center: An establishment providing sales of vehicle fuel and such services as lubrication, oil, tire changes, maintenance and repairs. This use does not include paint spraying or body repair.
- 4.2.10.8 Caretaker Residence: A dwelling unit accessory to any building arranged, designed and intended for occupancy by a person or persons owning, employed in or dealing with and responsible for security and maintenance of such building or the uses permitted therein.
- 4.2.10.9 Common Area or Common Element: The total area and structures within a project which are designed, designated and maintained for common use and enjoyment by the owners and tenants of the project and their invitees, such as recreation areas and facilities, landscaped areas, open space areas, sidewalks, hallways, parking facilities, elevators, and entries.

- 4.2.10.10 Community Information Center: A temporary or permanent structure or facility, including associated parking areas, which is used principally for dissemination of community news and events, and information concerning real estate held for sale or lease during the development of Crown Point Center.
- 4.2.10.11 Contiguous Land: A parcel of land which has a common property line with another parcel of land.
- 4.2.10.12 Convenience, Commercial: A retail or service commercial use which serves the area immediately surrounding the use by providing groceries, sundries and miscellaneous services which do not typically offer comparison shopping opportunities.
- 4.2.10.13 CPCACC ("Crown Point Center Architectural Control Committee"): The Crown Point Center Architectural Control Committee created pursuant to the Protective Covenants.
- 4.2.10.14 Day Care Center: A facility which may utilize one or more buildings, which is maintained for the whole or part of a day for the care of persons under the age of 21 years under the provisions of the Colorado Child Care Act. Such facilities may be operated with or without stated educational purposes. The term shall include facilities commonly known as "day care centers", "day nurseries", "nursery schools", "pre-schools", "kindergartens" and those facilities which give 24 hour care for dependent and neglected children and shall include those facilities with stated educational purposes operated in conjunction with public or private educational facilities.
- 4.2.10.15 Developer: Crown Point Center, Ltd. and its designees as formally appointed in writing by Crown Point Center, Ltd., which appointment shall be recorded in the records of Douglas County, Colorado.
- 4.2.10.16 Development: Any construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure, building and/or land.
- 4.2.10.17 Development Guide: The document establishing permissible parameters for the lot size, type of use or activity, lot coverage, open space and other Town of Parker zoning regulation standards within a Planned Development. Unless otherwise specifically provided for herein, e.g., variances, once the Development Guide is approved and recorded by the Town of Parker, all current and future owners and their assigns are required to develop their property in accordance with the Development Guide.

- 4.2.10.18 Development Plan: A map depicting the land to be used within a Planned Development. Once a Development Plan is approved and recorded by the Town of Parker, the current and future owner and their assigns are required to develop their property in accordance with the Development Plan. The Development Plan is an integral part of and must be interpreted in accordance with the Development Guide.
- 4.2.10.19 Executive Residence: A dwelling unit accessory to any commercial or office main building which is arranged, designed and intended for occupancy by a person or persons owning, employed by or dealing with a business contained within such building.
- 4.2.10.20 Floor Area, Net (Commercial): The total horizontal floor area, measured in square feet, of all floors of a building, excluding therefrom walls, stairwells, elevator shafts, covered walkways, roof patio areas, covered entries, covered parking, covered driveways, covered loading areas, utility rooms and storage areas.
- 4.2.10.21 Grade, Ground Level: The elevation of the finished lot surface measured at any point along the perimeter of the building.
- 4.2.10.22 Helipad: The area necessary to land and hold a helicopter which is used for Hospital emergencies, unscheduled flights; no maintenance or fueling facilities are to be present. The Helipad shall be located at grade.
- 4.2.10.23 Hospital: A service commercial building or portion thereof used primarily for the overnight accommodation and medical and surgical care of the sick, injured, and infirm, including sanitariums, but excluding therefrom medical clinics, rest homes, convalescent homes and homes for the aged.
- 4.2.10.24 Hotel: Any building arranged, designed and intended as a temporary lodging place for human beings, with or without meals; in which there are 6 or more guest rooms or suites.
- 4.2.10.25 Landscape: Improvement to an area of land by the planting of a combination of trees, shrubs and ground cover or the installation of other materials such as rock and bark.
- 4.2.10.26 Lot: A lot is a portion of a subdivision intended as a unit for transfer of property ownership or for development and designated as a lot on a recorded plat.
- 4.2.10.27 Lot Line: A line bounding a lot which divides one lot from another or from a street or any other public or private space.

- 4.2.10.28 Motel: A hotel primarily for transients traveling by automobile.
- 4.2.10.29 Open Space: Public or private land and aquatic areas which are acquired, regulated and managed to protect the natural environment and significant cultural resources, provide recreational and agricultural opportunities; shape the pattern of urban development, or any combination thereof, including yards, common areas and common elements.
- 4.2.10.30 Owner: Any person or persons who from time to time own or hold an aggregate fee simple interest in any portion of Crown Point Center or any Net Floor Area appurtenant thereto. The owners or holders of an "aggregate fee simple interest" shall not include owners or holders of (a) mortgages, deeds of trust, and other instruments pursuant to which said land or floor area rights secure indebtedness, (b) easements, rights-of-way or licenses that pertain to or affect said land or floor area rights, (c) water, mineral, air, or subsurface rights that, as appropriate, are located in, on, under, over or are or were appurtenant to said land, (d) leasehold interests, or (e) other equitable title interests such as a vendee's interest under an installment land contract.
- 4.2.10.31 Parking Area: A portion of land, other than a street, used for the parking of automobiles and available for use, either free or for remuneration.
- 4.2.10.32 Parking, Off-Street: A portion of land, other than a street, used for parking of motor vehicles and available for use, either free or for remuneration.
- 4.2.10.33 Planning Director: The Planning Director or acting head of the Planning Department for the Town of Parker.
- 4.2.10.34 Planned Development: A tract or parcel of land controlled by one or more landowners, which is developed under unified control or a single Development Guide for either a number of residential units, business, commercial, educational, recreational uses or any combination of the foregoing.
- 4.2.10.35 Planning Area: An area of land identified on the Development Plan, the boundaries of which are streets and other lines and areas set forth on the Development Plan. The specific uses in, and the corresponding development standards and requirements applicable to, any Planning Area are determined by the Planning District within which such Planning Area is placed.
- 4.2.10.36 Planning District: Those specific zoning classification Districts provided for in Section 9 of this Development Guide, i.e., Commercial/Office/Hotel District; Commercial/Office/Research and Development District;

Suburban Residential/Campus Office District; Open Space/Buffer District.

- 4.2.10.37 **Plat:** A map of a subdivision showing the location, boundaries and ownership of individual properties and prepared in accordance with the requirements of the Town of Parker and recorded in the records of Douglas County, Colorado.
- 4.2.10.38 **Power Center:** Generally defined as being an up-scale, unenclosed community center consisting of multiple anchors which are compatible, but not necessarily competitive. Typically, between 60% - 80% of the space is occupied by anchors having a regional impact and the balance devoted to smaller tenants. The anchors may be free standing and/or individually owned, or in line, in which case the anchor stores may also be individually owned.
- 4.2.10.39 **Professional Office:** A place of business for any of the following: accountants, architects, attorneys, bookkeeping services, brokers (of stocks, bonds, real estate), building designers, persons licensed by the State to practice any of the healing arts, corporate offices, drafting services, financial institutions, including banks, savings and loan associations, insurance companies, credit unions and credit reporting agencies, development companies, engineers, surveyors and planners, insurance agencies and brokers, interior decorators and designers (no retail sales allowed on premises), laboratories (medical and dental), landscape architects, pharmacies, notaries public, public stenographers, typing and secretarial services, and other similar businesses and professions.
- 4.2.10.40 **Project:** One or more lots or parcels planned and designed as a unified entity such as a condominium development, cluster development, townhouse development, commercial development, recreational development, shopping center development, etc.
- 4.2.10.41 **Protective Covenants:** The Declaration of Protective Covenants for Crown Point Center recorded and/or to be recorded in the records of Douglas County, Colorado by the Developer, as may from time to time be amended and/or restated and/or extended.
- 4.2.10.42 **Recreation Facility Commercial:** A commercial use characterized by the provision of recreational facilities and services for remuneration, such as theaters, bowling alleys, tennis courts, recreation centers and similar uses.
- 4.2.10.43 **Recreation Facility Private:** A recreation facility operated by a non-profit organization and open only to bona fide members and guests of such non-profit organization.

- 4.2.10.44 Recreation Facility, Public: A recreation facility operated by a governmental or quasi-governmental agency and open to the general public.
- 4.2.10.45 Retail Commercial: A commercial use characterized by the selling of tangible goods, wares, and merchandise directly to the consumer.
- 4.2.10.46 Setback: The length of any required unobstructed area (exclusive of certain items as otherwise provided in this Development Guide, such as landscaping, walkways and patios) measured perpendicular to the lot line.
- 4.2.10.47 Service Commercial: A commercial use characterized by the selling of services and intangibles directly to the consumer.
- 4.2.10.48 Shopping Center: A group of three (3) or more commercial establishments planned, developed and managed as a unit with common off-street parking and open space provided on the property.
- 4.2.10.49 Site: Any portion or part of Crown Point Center that is the subject of any Site Plan submitted in accordance with the provisions of this Development Guide.
- 4.2.10.50 Site Design/Development Standards: See Section 9 of this Development Guide.
- 4.2.10.51 Site Plan: The plans and supplement materials drawn and submitted in accordance with the requirements of this Development Guide to evaluate a project prior to the issuance of design approval or a building permit.
- 4.2.10.52 Site Planning Standards: See Section 8 of this Development Guide.
- 4.2.10.53 Special Community Event: A temporary event, such as fireworks, parades, community picnics, athletics events, non-motorized vehicle races, Christmas and holiday pageants and other outdoor programs, (sponsored by an association, property owners association, other community organization or the owner of land within Crown Point Center).
- 4.2.10.54 Structure: Anything constructed or erected which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than eight (8) feet in height, poles, lines, cables, or other transmission or distribution facilities or public utilities.

- 4.2.10.55 Use: The purpose for which land, or portions thereof, or buildings are arranged, designed and intended, or the purpose for which either land or buildings, or portions thereof, are or may be occupied or maintained.

SECTION 5

GENERAL PROVISIONS

- 5.1 Purpose. The purpose of this Section is to provide general provisions and clarifications of standards and requirements for development which occurs within Crown Point Center.
- 5.2 Conflict. The provisions of the Development Guide shall prevail and govern the development of Crown Point Center provided, however, where the provisions of the Development Guide do not clearly address a specific subject, the provisions of the Town of Parker Zoning Ordinance shall prevail.
- 5.3 Incorporation of Land Development Plan. The Crown Point Center Development Plan is hereby incorporated by reference into this Development Guide as Section 13 together with everything shown thereon and all amendments thereto.
- 5.4 Development Phasing. Any project may be constructed in phases, provided that there is compliance with the appropriate Site Design/Development Standards and other applicable requirements of this Development Guide.
- 5.5 Planning Area Boundaries. Wherever a Planning Area abuts a dedicated roadway, i.e., Parker Road (State Highway 83), E-470 or other public right-of-way shown on the Development Plan, the Planning Area boundary is the abutting right-of-way line. Modifications in Planning Area boundaries and streets may be accomplished by the Developer through final road alignments or technical refinements shown on a final plat, with the approval of the Planning Director, without any amendment to this Development Guide, provided, however, that Planning Areas may not increase or decrease more than twenty-five (25) percent in gross area.
- 5.6 Construction Standards. Construction shall comply with applicable provisions of the Uniform Building and Mechanical Code, the National Electrical Code, Uniform Fire Code, the Colorado Plumbing Code and other similar such codes, and the successors thereof, setting forth construction standards as promulgated by the International Conference of Building Officials or other standards-establishing bodies and adopted by the Town of Parker.
- 5.7 Utility Connections. Connection to public water and public sewerage facilities shall be required for each principal building constructed in Crown Point Center. All connections shall be made in compliance with the specifications set forth by the Cottonwood Water and Sanitation District. Temporary structures such as sales and construction trailers shall be exempt from this requirement.

- 5.8 Underground Utility Requirements. All future permanent distribution lines and cables, including, without limitation, electrical, gas, communication, and cable television shall be placed underground. Temporary facilities such as interim telephone and electric or similar lines or cables for use prior to the installation of permanent underground services will be allowed to be overhead.
- 5.9 Borrow Sites. Any area within Crown Point Center may be used as a borrow site for construction materials. All borrow areas shall be regraded, reseeded and re-landscaped, in a timely manner, with appropriate plant materials subsequent to borrow operations.
- 5.10 Erosion Control. All lands disturbed during development and/or construction or not left in a natural state shall be treated to prevent erosion. Further, an erosion control plan shall be submitted to the Town Planning Director prior to grading. To the extent reasonably practical, the Open/Space Buffer District lands depicted on the Development Plan(s) shall be left undisturbed so as not to disrupt the natural vegetation.
- 5.11 Agricultural Uses. Agricultural and ranch activities and uses and all ancillary uses which are customarily incidental or appropriate to farming and ranching, shall be permitted within all Planning Areas in Crown Point Center where development is not taking place.
- 5.12 Foundation Design. All footings and/or foundation structures and retaining walls shall be designed and certified by a licensed professional engineer, and shall be constructed in accordance with such designs.
- 5.13 Public improvements. All public streets and roads and other public improvements to be dedicated to and/or maintained by the Town of Parker within the confines of Crown Point Center shall be designed and constructed to Town of Parker standards and specifications. Water and sewer design shall be to the standards and specifications of the Cottonwood Water and Sanitation District.
- 5.14 Exterior Lighting. Ground and building lighting shall be designed, installed and maintained to minimize energy consumption, provide adequate illumination for the intended use and public safety, and to minimize glare or illumination onto adjoining property.

SECTION 6

AMENDMENTS, INCLUSIONS AND VARIANCES

- 6.1 Process for Amending Development Plan. The Crown Point Center Development Plan is the map which depicts the various locations of land uses. As Crown Point Center develops, changes may need to be made in Planning Area boundaries. These changes need to be shown on Amended Development Plans which are approved by the Town of Parker. Therefore, the process for amending the Development Plan shall be as follows :

- 6.1.1 Amendments. A land owner may amend, alter or modify the Crown Point Center Development Plan by making written application to the Town of Parker Planning Department, which application shall include the proposed Amended Development Plan. Upon submission, the Town of Parker Planning Director shall make the determination whether the requested amendment is a “Minor Amendment” or a “Major Amendment.” The basic criteria that the Planning Director shall use for his determination is as follows:
- 6.1.1.1 Minor Amendment : Any changes to the Development Plan due to changes in or to the E-470 right-of-way and its corresponding frontage road shall be reviewed by the Town of Parker Planning Director as a Minor Amendment. Additionally, the requested Amendment to the Development Plan may be Minor in nature if the applicant can document to the Planning Director that :
- 6.1.1.1.1 Such Amendment to the Development Plan does not involve Planning Area boundary changes greater than twenty-five percent (25%) of the overall Development Plan as calculated in gross acres and does not exceed 40 gross acres.
- 6.1.1.1.2 Such Amendment to the Development Plan does not substantially alter the overall traffic circulation plan as shown on the approved Development Plan. It is anticipated that some right-of-way adjustment and refinement of proposed roadway alignments will be accomplished during platting.
- 6.1.1.1.3 Such Amendment to the Development Plan does not substantially diminish any existing Open Space/Buffer District.
- 6.1.1.2 Major Amendments: Unless the Amendment request meets all three (3) of the requirements set forth in Section 6.1.1.1.1, 6.1.1.1.2 and 6.1.1.1.3, above, it shall be deemed to be a Major Amendment.
- 6.1.2 Amendment Procedure:
- 6.1.2.1 Minor Amendment Procedure:
- 6.1.2.1.1 If the Planning Director has determined that the requested Amendment is a Minor Amendment to this Development Plan, he may, but shall not be obligated to, refer the submittal with the proposed Amendment to any one or more referral agencies for their review and comment.

- 6.1.2.1.2 When a Minor Amendment to the Development Plan is approved by the Planning Director, the Amended Development Plan shall be recorded by the Town. The Plan shall be designated as an "Amended Plan", dated, and shall bear the Planning Director's signature.
- 6.1.2.1.3 Should an applicant disagree with any determination(s) of the Planning Director, other than as to whether or not the Amendment is a Minor or Major Amendment, he may appeal directly to the Town Council. The applicant shall initiate this appeal to the Town Council in a written form which specifies with particularity the nature of the appeal/request. The Town Clerk shall schedule the appeal/request for the next available date on the Town Council's agenda.
- 6.1.2.2 Major Amendment Procedure:
- 6.1.2.2.1 If the Planning Director has determined that the requested Amendment does not meet the criteria for being a Minor Amendment as set forth in Section 6.1.2.1, above, it shall be deemed a Major Amendment and the applicant shall be required to process the Amendment through the Planning Department, Planning Commission and the Town Council. The procedure for approval of a Major Amendment shall be the same as the procedure required for the adoption of a new Development Plan.
- 6.1.2.2.2 When the Major Amendment has been approved by Town Ordinance, an Amended Development Plan shall be recorded by the Town. The Plan shall be noted as an "Amended Plan", dated, and shall bear the Mayor's or Mayor Pro Tem's signature, and the signature of the Chairman of the Planning Commission or his designee.
- 6.1.2.2.3 The inclusion or exclusion of lands to the Development Plan shall be deemed a Major Amendment to the Development Plan.
- 6.1.2.3 Fees: Any Amendment request, Minor or Major, shall be subject to the Town review fees then in effect.
- 6.2 Process for Amending Development Guide. This Development Guide establishes standards, and requirements for the Crown Point Center Planned Development. These Standards may or may not be the same as the standards and practices outlined by the Town of Parker Zoning Ordinance. The process for amending this Development Guide (exclusive of the Development Plan) shall be as follows:

- 6.2.1 A land owner may amend, alter or modify the Crown Point Center Development Guide by making a written application to the Town of Parker Planning Department.
- 6.2.2 The Planning Director may, but shall not be obligated to, refer the application along with the proposed Amendment to any one or more referral agencies for their review and comment.
- 6.2.3 Minor modifications of the provisions of this Development Guide may be made administratively by the Planning Director upon application of an owner of the affected property when it is determined by the Planning Director that the modification is not inconsistent with the purpose, objectives and intent of this Development Guide.
- 6.2.4 Should the Planning Director, in his sole discretion, believe the requested Amendment is of major significance he shall require the applicant to obtain formal approval by the Town Council. The Town Clerk shall schedule a formal approval hearing for the next available date on the Town Council's agenda.
- 6.2.5 Any request to Amend this Development Guide shall be subject to the applicable Town of Parker fees then in effect.
- 6.2.6 If an Amendment to this Development Guide is approved by the Town Council, the Amendment shall be recorded by the Town as an Amendment to the previously recorded Development Guide.
- 6.3 Inclusion of Additional Land.
 - 6.3.1 Requirements. Notwithstanding anything to the contrary in this Development Guide, additional land may be made subject to the terms and provisions of this Development Guide by the Town Council in accordance with the requirements and procedures of this Development Guide if and only if the following requirements are met:
 - 6.3.1.1 Contiguity. Such land is contiguous to any land which is already subject to this Development Guide. For purposes of this Development Guide, contiguity shall be deemed to exist, even if the additional land is separated from Crown Point Center by a platted street or alley, or a public or private right-of-way.
 - 6.3.1.2 Application. The application to include such land under the Crown Point Center Development Guide, and the resulting amendment to and/or amended and restated version of the Crown Point Center Development Plan are signed by all owners of the said additional land and by the Developer.
 - 6.3.1.3 Development Control. All of such land which is capable of being developed shall be subject to the Crown Point Center Protective Covenants.

- 6.3.2 Procedure. An application for the inclusion of additional land into the Crown Point Center Planned Development shall be processed as an Amendment to the Development Guide and as a Major Amendment to the Development Plan.
- 6.4 Variances. A property owner may be granted minor relief from the provisions of this Development Guide by the Town of Parker, provided it is determined that the minor relief has no substantial adverse affect on the rights and enjoyment of the other occupants and owners of Crown Point Center properties and there exist practical difficulties or particular hardships, or other reasonable jurisdiction in carrying out the strict letter of the regulations of this Development Guide. The Variance process shall be:
- 6.4.1 The applicant shall make written application to the Town of Parker Planning Department. The application shall, at a minimum, contain the following:
- 6.4.1.1 A narrative description along with an acceptable sketch or map indicating the requested variance and its justification; and
- 6.4.1.2 Adequate proof of ownership; and
- 6.4.1.3 A map indicating the ownership and uses of the abutting properties; and
- 6.4.1.4 Any required fee.
- 6.4.2 Upon the Planning Director finding that the rights and enjoyment of the other occupants and owners of Crown Point Center properties would not be adversely effected and that there is reasonable justification for approval, the Planning Director may grant such variance, or, in his sole discretion, endorse the application subject to formal approval by the Town Council. In their deliberations, the Town Council may hear the variance request with or without requiring public comment on the merits of the application. The Town Clerk shall schedule such a formal approval hearing for the next available date on the Town Council's agenda.
- 6.4.3 In the event the Planning Director denies a variance request, the applicant shall have the right to appeal directly to the Town Council. The applicant shall initiate such appeal to the Town Council in a written form which specifies with particularity the nature of the appeal/request. The Town Clerk shall schedule the appeal/request for the next available date on the Town Council's agenda.
- 6.4.4 Any variance approved shall run with the property for which it is granted, and shall be for the duration of the use or activity for which it is intended.

SECTION 7

CONTROL PROVISIONS

- 7.1 Control Over Use. After the effective date of this Development Guide:
- 7.1.1 Any new building or other structure, and any parcel of land, may be used; and
- 7.1.2 The use of any existing building, other structure or parcel of land may be changed or extended; and
- 7.1.3 Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated;
- for any purpose permitted or required by the provisions of this Development Guide applicable to the Planning Area in which such building, other structure or parcel of land is located, and for no other purpose. Existing non-conforming structures shall not be enlarged or altered in any manner which increase their non-conformity, unless a variance is granted, but any such structure or portion thereof may be altered or relocated to increase its conformity. Such use, change, extension, enlargement, reconstruction, structural alteration, conversion or relocation shall be subject to all other standards and requirements set forth or referred to in the standards and requirements for that District, and to any other applicable standards and requirements of this Development Guide.
- 7.2 Control Over Location and Height. After the effective date of this Development Guide the location and height of all buildings and other structures erected in the future, shall be in conformity with the restrictions of this Development Guide.
- 7.3 Architectural Control. The CPCACC shall act in lieu of the Town of Parker, e.g., the Design Advisory Review Committee, in approving all building plans and designs. As a condition to the flexibility granted hereunder and granted under Section 8 hereof, the Town shall have the right (but not the obligation) to appoint up to one-third (1/3) of the members of the CPCACC from members of the Town Council and/or the Town Planning Commission. Further the Town shall be given the opportunity to review and comment on the architectural guidelines to be established by the CPCACC.

SECTION 8

SITE PLANNING STANDARDS AND PROCEDURE

- 8.1 Intent. It is the intent of this Section 8 to promote the orderly and sound development of Crown Point Center. The following Site Planning Standards and other requirements contained in this Section are intended to enhance and protect Crown Point Center's natural as well as man-made environments.
- 8.2 Miscellaneous General Requirements. These Site Planning Standards and other requirements of this Section 8 (other than Sections 8.4, 8.4.1 and 8.4.2)

shall apply to Planning Areas 1, 2a, 2b, 3, 4, 8 and 9 described in the 2001 Development Plan for Crown Point Center. Sections 8.4, 8.4.1 and 8.4.2 of this Development Guide (but not any other provisions of Section 8 of this Development Guide, other than this sentence) shall apply to Planning Areas 5, 6a and 6b described in the 2001 Development Plan for Crown Point Center.

- 8.2.1 A Site Plan shall not be approved prior to the platting of the specific parcel of ground which is the subject of the Site Plan. A plat may be submitted simultaneously with the proposed Site Plan, and approval of the Site Plan application may be made subject to the final approval of the plat.
- 8.2.2 No building permit shall be issued for the construction of any new building, structure, or improvement to the site without first obtaining the approval of a Site Plan for the proposed use.
- 8.2.3 No overlot grading (as distinguished from mass grading), drainage work, parking lot construction, or other site improvements shall be allowed on a specific site or lot, unless specifically provided for by the Planning Director, without first obtaining approval of the Site Plan for the proposed use.
- 8.3 Site Plan Review.
- 8.3.1 Submittal Requirements. For any proposed improvement in Crown Point Center for which a building permit is required from the Town of Parker, six (6) copies of a Site Plan, six (6) copies of a Landscape Plan, proof of ownership acceptable to the Town of Parker and the certifications described hereinafter shall be submitted to the Town of Parker for review and approval. All Site Plans, Landscape Plans and certifications submitted shall comply with the requirements set forth hereinafter.
 - 8.3.1.1 Both Site Plans and Landscape Plans shall comply with the following general provisions.
 - 8.3.1.1.1 Such plans shall contain the name of the proposed development, the legal description of the site, the area of the site in terms of square footage and, if applicable, the address of the existing or proposed improvements on the site.
 - 8.3.1.1.2 Such plans shall contain a north arrow and shall state the scale utilized.
 - 8.3.1.1.3 Such plans shall be on 24" x 36" sheets with the long dimension horizontal.
 - 8.3.1.1.4 Such plans shall include a title block in the lower right-hand corner of each sheet and shall set forth the date of preparation or amendment in the title block.

- 8.3.1.1.5 Such plans shall show development phasing lines, if any.
- 8.3.1.1.6 Such plans shall show adjoining land uses and zoning.
- 8.3.1.1.7 Such plans shall show public and private easements on or adjacent to the site, with dimensions and uses of those easements.
- 8.3.1.1.8 Such plans shall show major drainage ways affecting the site.
- 8.3.1.1.9 Such plans shall show existing and proposed topography at two (2) foot intervals.
- 8.3.1.2 In addition to complying with the general requirements set forth in Section 8.3.1.1., above, Site Plans shall comply with the following specific requirements:
 - 8.3.1.2.1 Site Plans shall be prepared at a scale of 1" = 50' , 1" = 100' or other scale that allows for maximum clarity of the project.
 - 8.3.1.2.2 Site Plans shall include a vicinity map to scale showing the relationship of the site to the surrounding area.
 - 8.3.1.2.3 Site Plans shall show dimensions for all existing and proposed structures (including setback dimensions from property lines) and building heights. Structures to be removed should be indicated as such.
 - 8.3.1.2.4 Site Plans shall show the location and dimensions of required off-street parking and loading areas and shall note the total number of parking spaces provided. In addition, Site Plans must contain the following information:
 - 8.3.1.2.4.1 Number, location and size of parking stalls;
 - 8.3.1.2.4.2 Widths of parking aisles and islands;
 - 8.3.1.2.4.3 Location(s) of landscaping areas with in parking, access and loading areas;
 - 8.3.1.2.4.4 Type of surfacing;
 - 8.3.1.2.4.5 Location(s) of streets, curb cuts and property boundaries;
 - 8.3.1.2.4.6 Location(s) of traffic directional arrows, signs and marking;

- 8.3.1.2.4.7 Location(s) of loading areas;
- 8.3.1.2.4.8 Proposed drainage and detention improvements;
- 8.3.1.2.4.9 Location(s) and direction of proposed exterior lighting;
- 8.3.1.2.4.10 Location(s) , height and material of any screening as required by Section 9.1.4. hereof;
- 8.3.1.2.4.11 Location(s) of trash collection facilities and any exterior storage area(s).
- 8.3.1.2.5 Site plans shall name and show dimensions of any public and private roadways, rights-of-way, and points of access on or adjacent to the Site and shall note the surface materials.
- 8.3.1.2.6 Site Plans shall show the location and sign area of all existing and proposed signs, exclusive of traffic control signs.
- 8.3.1.2.7 Site Plans shall include signature/approval blocks for the Town of Parker Planning Director and for each of the referral agencies whose signatures are required pursuant to Section 8.3.2.2., below.
- 8.3.1.3 In addition to complying with the general requirements as set forth in Section 8.3.1.1. above, landscaping plans shall comply with the following specific requirements:
 - 8.3.1.3.1 Landscape Plans shall show all planting areas to be maintained in a natural state, with plant materials drawn at mature size at the scale of the plan; shall identify trees, shrubs, lawn areas and ground cover area (living and non-living) by name of material to be used; and shall show the dimensions and include the total square footage of each such area.
 - 8.3.1.3.2 Landscape Plans shall show all pedestrian walkways and pedestrian oriented areas, dimensioned, with materials and type of surface finish noted.
 - 8.3.1.3.3 Landscape Plans shall locate and identify all landscape structures (including fences, signs, lighting, water features, etc.) and recreational facilities.
 - 8.3.1.3.4 Landscape Plans shall show all significant naturally vegetated landscape features to be preserved and improved.

- 8.3.1.3.5 Landscape Plans shall indicate existing and finished grades at a maximum of two (2) foot intervals and identify all mounds and areas in excess of 20% slopes.
- 8.3.1.3.6 Landscape Plans shall label all public and private roadways, right-of-way, and points of access on or adjacent to the site and shall note all off-street parking and loading areas and surfacing materials.
- 8.3.1.3.7 Landscape Plans shall show all planting details and notes, including methods of soil preparation, erosion control, soil and vegetation removal, stockpiling and reuse.
- 8.3.1.3.8 Landscaping Plans shall contain the following statement concerning maintenance: "All landscaping shown on this plan shall be maintained in a neat and adequate manner. Required maintenance activities shall include, but not be limited to mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials".
- 8.3.1.4 The certifications required to be submitted to the Town of Parker shall be as follows :
 - 8.3.1.4.1 The applicant shall submit a certification by one or more professionals, e.g., architects, engineers, attorneys, licensed in the State of Colorado and competent and experienced in the matters being certified to that state(s) as follows:
 - 8.3.1.4.1.1 The proposed land use is allowed under the Crown Point Center Development Guide.
 - 8.3.1.4.1.2 The proposed structures comply with the height limitation(s) set forth in this Development Guide.
 - 8.3.1.4.1.3 The proposed setbacks comply with the setback requirements set forth in this Development Guide.
 - 8.3.1.4.1.4 The proposed parking facilities comply with the applicable requirements contained in Section 10 of this Development Guide.
 - 8.3.1.4.1.5 The proposed signs are in compliance with the applicable requirements contained in this Development Guide.

- 8.3.1.4.2 The applicant shall submit a certification by a professional engineer licensed in the State of Colorado and competent and experienced in drainage engineering, confirming that the proposed improvements comply and are consistent with any applicable master drainage plans previously approved by the Town of Parker.
- 8.3.1.4.3 The applicant shall submit a certification by one or more professional engineers licensed in the State of Colorado and competent and experienced in both traffic and civil engineering to the effect that the proposed vehicular access system to and from the site will be adequate to serve the proposed improvements on the site.
- 8.3.1.4.4 The applicant shall submit a certification by the CPCACC that the Site Plan and Landscape Plan conforms to the requirements of the Crown Point Center Protective Covenants.
- 8.3.2 Procedure.
- 8.3.2.1 Any Site Plans, Landscape Plans, proof of ownership and certifications required pursuant to Section 8 above, shall be submitted to the Town of Parker Planning Department.
- 8.3.2.2 Immediately upon receipt of the Site Plan, Landscape Plan, proof of ownership and certifications for a particular project as described above, the Planning Department shall distribute copies of the materials submitted to the following referral agencies:
- 8.3.2.2.1 The Town of Parker Public Works Department;
- 8.3.2.2.2 The Town of Parker Building Department;
- 8.3.2.2.3 The Town of Parker Police Department;
- 8.3.2.2.4 The Parker Fire District;
- 8.3.2.2.5 The Cottonwood Water and Sanitation District.
- 8.3.2.3 Within thirty (30) calendar days after the submittal of the application to the Planning Department, as aforesaid, the Planning Department and the other referral agencies shall take the following actions:
- 8.3.2.3.1 The Planning Department shall make its own determination whether all of the statements set forth in Sections 8.3.1.4.1.1. through 8.3.1.4.1.5., above, are true with respect to the submittal, and notwithstanding anything to the contrary in the Crown Point Center

Development Guide, the scope of Site Plan approval rights by the Planning Department for improvements in Crown Point Center shall be limited to that determination. If the Planning Department determines that all of the statements set forth in Sections 8.3.1.4.1.1. through 8.3.1.4.1.5., above, are true with respect to the submittal, the Town of Parker Planning Director shall sign his approval onto the Site Plan and onto the Landscape Plan. If the Planning Director is absent or unavailable, the Mayor or the Mayor Pro Tem of the Town of Parker shall have the authority to sign the Planning Director's approval of the submittal onto the Site Plan and onto the Landscape Plan.

8.3.2.3.2

The Town of Parker Public Works Department shall make its own determination whether both the certifications described in Sections 8.3.1.4.2 and 8.3.1.4.3., above, are true with respect to the submittal, and notwithstanding anything to the contrary in this Development Guide, the scope of Site Plan approval rights of the Town of Parker Public Works Department for improvements in Crown Point Center shall be limited to that determination. If the Town of Parker Public Works Department determines that both of the certifications described in Sections 8.3.1.4.2. and 8.3.1.4.3., above, are true with respect to the submittal, the Town of Parker Public Works Director shall sign his approval of the submittal onto the Site Plan . If the Public Works Director is absent or unavailable, the Town of Parker Planning Director, the Mayor or the Mayor Pro Tem of the Town of Parker shall have the authority to sign the Public Works Director's approval of the submittal onto the Site Plan.

8.3.2.3.3

The Town of Parker Building Department shall make its own determination whether the street name or names proposed as part of or in connection with the submittal is or are acceptable to it, and notwithstanding anything to the contrary in this Development Guide, the scope of Site Plan approval rights by the Town of Parker Building Department for improvements in Crown Point Center shall be limited to that determination. If the Town of Parker Building Department determines that any street name or names proposed as part of or in connection with the submittal is or are acceptable to it, the Town of Parker Building Department shall sign its approval of the submittal onto the Site Plan. If the official or officials within the Town of Parker Building Department who have signature/approval authority are absent, the Town of Parker Planning Director, the Mayor or the Mayor Pro Tem of the Town of Parker shall have the authority to

sign the Building Department's approval of the submittal onto the Site Plan.

8.3.2.3.4

The Parker Fire District shall make its own determination whether the proposed project is satisfactory to it in terms of all issues relating to fire protection, and notwithstanding anything to the contrary in this Development Guide, the scope of Site Plan approval rights by the Parker Fire District for improvements in Crown Point Center shall be limited to that determination. If the Parker Fire District determines that the proposed project is satisfactory to it in terms of those issues relating to fire protection, the Parker Fire District shall sign its approval onto the Site Plan.

8.3.2.3.5

Although the Town of Parker Police Department shall have the right to review the Site Plan, it shall not have the right to either approve or disapprove the Site Plan for any reason.

8.3.2.3.6

The Cottonwood Water and Sanitation District shall make the determination whether or not the proposed improvements interfere with existing or proposed District facilities. If the Cottonwood Water and Sanitation District determines that the proposed project is satisfactory to it in terms of those issues relating to possible interference with District facilities, the District Manager shall sign his approval onto the Site Plan.

8.3.2.4

If, within the thirty (30) calendar day review period described in Section 8.3.2.3., above, the Town of Parker Planning Department and the other four referral agencies all approve and/or sign the Site Plan submittal pursuant to the review, approval and signature procedures set forth in Sections 8.3.2.2. and 8.3.2.3., above, the applicant at any time thereafter shall have the right to apply to the Town of Parker Building Department for issuance of a building permit or permits for the project. If, however, within said thirty (30) calendar day period, the Town of Parker Planning Department, and/or Public Works Department, and/or Building Department, and/or the Parker Fire District, and/or the Cottonwood Water and Sanitation District affirmatively object to the Site Plan submittal for a reason within the scope of its or their review and approval authority as set forth in Sections 8.3.2.2. and 8.3.2.3., above, within five (5) working days following the last day of the aforesaid thirty (30) calendar day review period the Town of Parker Planning Department shall advise the applicant in writing of that fact and shall identify for and explain to the applicant in writing the basis or reason for the objection.

- 8.3.2.5 Upon receipt of a written notification of the type described in the second sentence of Section 8.3.2.4., above, the applicant shall have the option either to modify the proposed Site Plan and/or Landscape Plan to meet all of the objections of the Town of Parker Planning Department and/or other referral agencies and thereafter to resubmit the proposed Site Plan and/or Landscape Plan as modified to the Town of Parker Planning Department for review and approval by it and/or the appropriate referral agency within fourteen (14) days after re-submittal, or not to modify (or to modify only with respect to some but not to all of Planning Department's or other referral agency's comments) the proposed Site Plan and/or Landscape Plan and to submit the unmodified or partially modified plan(s) directly to the Town Council, which shall make a decision thereon within twenty-one (21) calendar days. If the Town Council determines that all of said criteria have been met with respect to the proposed Site Plan and/or Landscape Plan submitted, the Town Council shall authorize the applicant to apply to the Town of Parker for issuance of a building permit or permits for the project.
- 8.3.2.6 Any Site Plan and/or Landscape Plan approval granted by the Town of Parker pursuant to this Section 8 shall be valid until the third (3rd) anniversary of the date of approval. If construction of the project shown on the approved plan(s) does not commence within said three year period, except for good cause shown, the approval(s) shall lapse and the plan(s) must be resubmitted to the Town of Parker for a new approval or approvals pursuant to the process set forth in this Section 8 before construction of the project may commence.
- 8.3.3 Exclusivity of Requirements and Procedures. Notwithstanding anything to the contrary in this Crown Point Center Development Guide and the Crown Point Center Development Plan or in any other Town of Parker regulations, the Site Plan Review requirements and procedure set forth in this Section 8 shall be the sole and exclusive Site Plan review requirements and procedures for Crown Point Center, and no other Site Plan review requirements or procedures shall apply to any proposed improvement within Crown Point Center. Thus, any Site Plan review requirement, procedure, matter or item not addressed or listed in this Section 8 shall not be applicable to, or a requirement or procedure of, or a review item for, Site Plan review for proposed improvements within Crown Point Center.
- 8.4 Special Site Plan Requirements: These Site Planning Standards shall apply to Hospitals, medical offices/facilities located in Planning Areas 5, 6a and 6b as described in the 2001 Development Plan for Crown Point Center.
- 8.4.1 Hospitals and medical offices/facilities located in Planning Areas 5, 6a, and 6b shall be required to follow the Town's Site Plan process as outlined in Section 13.06 of the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as

hereafter amended). Upon submittal of the site plan for the above mentioned uses, the Town shall have thirty (30) days to review the site plan submittal for compliance with the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended). Upon expiration of the first thirty (30) days review period, the Town will have an additional thirty (30) days to schedule a Public Meeting before the Town of Parker Planning Commission in which to review the Site Plan application.

- 8.4.2 Hospital and medical offices/facilities located in Planning Areas 5, 6a and 6b shall be required to meet the requirements of the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended), including, but not limited to, landscape requirements, pedestrian access, and other design standards. The Town of Parker Planning Commission shall have the authority to grant exceptions to the strict interpretation of the requirements of the Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended), as long as the intent of the Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended) is met.

SECTION 9

USES AND STANDARDS

9.1 General Site Design/Development Standards.

In addition to the Site Planning Standards of Section 8 hereof and except as otherwise provided for in this Development Guide, the following general Site Design/Development Standards shall apply to all Districts within Crown Point Center :

9.1.1 Minimum Dimensions of Lots.

- 9.1.1.1 Unless otherwise provided herein, no part of the area, setback or dimension of a lot required for the purpose of complying with the provisions of this Development Guide shall be included as part of the area, setback or dimension required for another lot.

9.1.2 Minimum Setbacks.

- 9.1.2.1 Cornices, canopies, eaves, wing walls or similar architectural features may extend into a required setback not more than six (6) feet.
- 9.1.2.2 Open, unenclosed, pads and loading docks at ground level may extend into a required setback.
- 9.1.2.3 Open, unenclosed, pads and loading docks three (3) feet or more above ground level may extend into a required rear setback,

- provided that the distance from the pad or dock to the rear property line shall not be less than five (5) feet.
- 9.1.2.4 For purposes of this Development Guide, the setback bordering on Parker Road shall not be less than fifty (50) feet from the Parker Road right-of-way line (applies only to above-grade enclosed buildings and not to any other improvements except above-grade parking structures). When this requirement conflicts with a setback otherwise required by this Guide, the greater setback shall be required.
- 9.1.2.5 There shall be no set back required from the E-470 right-of-way.
- 9.1.2.6 No structure shall be erected within a utility easement without approval of the appropriate agency.
- 9.1.2.7 No minimum setback will apply adjacent to property lines which merely separate uses whether or not under separate or different ownerships, e.g., anchor tenant buildings attached to a regional mall.
- 9.1.2.8 The only setbacks which shall be applicable within Crown Point Center are those set forth within this Development Guide. Any reduction in a specific setback, except as otherwise permitted by this Development Guide, shall be treated and processed as a Variance, as provided for in Section 6.4 hereof.
- 9.1.3 Maximum Height of Buildings. The height limitations of this Development Guide shall not apply to permitted communication facilities, solar collectors and appurtenances, and to heating, air conditioning and ventilating equipment usually carried above roof level.
- 9.1.4 Screening. At a minimum, screening shall be provided as follows :
- 9.1.4.1 Adequate screening shall be constructed along property lines where non- residential Planning Districts abut any residential Planning District without street separation and, in addition, along that portion of the eastern most boundary of Zone District Number "7" (of the Development Plan) which backs to the existing residential subdivision to the East. The height of such screening shall be indicated on the approved Site Plan.
- 9.1.4.2 All mechanical equipment placed on any roof or otherwise outside of any building, including but not limited to, air conditioning, heating and ventilating equipment, shall be screened from view at ground level. In addition, all mechanical equipment shall be painted a uniform complimentary color so as to mitigate its visual impact to the surrounding community.
- 9.1.4.3 Screening material shall consist of any one or combination of the following:

- 9.1.4.3.1 Wall: A wall consisting of concrete block, stone, brick, tile or similar solid masonry material, which shall complement exterior building materials.
- 9.1.4.3.2 Berm: A berm constructed of earthen materials and landscaped.
- 9.1.4.3.3 Fence: An opaque fence constructed of wood or other fence materials, which shall complement the exterior building materials.
- 9.1.4.3.4 Planting: Landscape planting utilizing vegetative species to maximize year-round effectiveness.
- 9.1.5 Loading and Unloading. Loading areas shall be screened from view at ground level.
- 9.1.6 Trash and Storage Areas. Trash collection facilities and storage areas shall be indicated on the Site Plan, These areas shall be screened from view at ground level, or enclosed.
- 9.1.7 Compliance with Airport Influence - Overlay Map. Any requirements imposed by virtue of any applicable airport influence zone shall be complied with.
- 9.2 Crown Point Center Permitted Use Districts.
- 9.2.1 Commercial/Office/Hotel District
- 9.2.1.1 Uses Permitted By Right. The following uses are permitted by right in the Commercial/Office/Hotel District of Crown Point Center.
 - 9.2.1.1.1 Shopping Centers including, but not limited to, Regional Community, Neighborhood and Power Centers, and all uses customarily associated with such shopping centers.
 - 9.2.1.1.2 Commercial retail and wholesale businesses.
 - 9.2.1.1.3 Banks, financial institutions and services, with or without drive-up facilities.
 - 9.2.1.1.4 Car Care Centers.
 - 9.2.1.1.5 Commercial service businesses, including but not limited to, dry cleaners, barber shops and salons, travel agencies, shoe repair stores.
 - 9.2.1.1.6 Hotels and Motels, including conference and convention centers and other incidental accessory uses located within the principal building.

- 9.2.1.1.7 Restaurants, with or without drive-up facilities, and other eating and drinking establishments including bars and lounges.
- 9.2.1.1.8 General business, professional, and government offices.
- 9.2.1.1.9 Indoor theatres.
- 9.2.1.1.10 Parking structures
- 9.2.1.1.11 Commercial, public and private recreational facilities.
- 9.2.1.1.12 Educational and training related facilities.
- 9.2.1.1.13 Executive and caretaker residences.
- 9.2.1.1.14 Hospitals and health care facilities.
- 9.2.1.1.15 Veterinary clinics and hospitals.
- 9.2.1.1.16 Community information centers.
- 9.2.1.1.17 Nursery schools and day care centers.
- 9.2.1.1.18 Open space, parks, playgrounds, country clubs and other clubs operated for the benefit of the public or for private members.
- 9.2.1.1.19 Special community events in open space and plaza areas (subject to application and receipt of any required Town permit(s)) .
- 9.2.1.1.20 Public, commercial and private recreational facilities.
- 9.2.1.1.21 Public and quasi-public buildings and structures, including but not limited to, police stations, fire stations, libraries, schools and emergency care facilities.
- 9.2.1.1.22 Public and private utilities and utility service facilities and ancillary, related and/or accessory facilities including, but not limited to, land application of treated effluent, water treatment, transmission and storage facilities.
- 9.2.1.1.23 Transit facilities or other facilities designed to enhance the use of public transit.
- 9.2.1.1.24 Microwave dishes and other communication facilities without towers.

- 9.2.1.1.25 Religious institutions, including churches, temples and other religious facilities.
- 9.2.1.1.26 Helipads affiliated with a Hospital use are allowed as a permitted use solely within Planning Area 5, subject to the following conditions being met: (1) they are used for emergency purposes only (no scheduled flights), (2) no maintenance or fueling of aircraft shall be permitted, (3) it shall be located at grade, and (4) the use must be associated with a Hospital use within Crown Point (use by right in only Planning Areas 5).
- 9.2.1.1.27 Accessory and support uses and buildings.
- 9.2.1.1.28 Any other use compatible with the uses set forth herein.
- 9.2.1.2 Uses Permitted By Special Review.
- 9.2.1.2.1 Microwave and other communication facilities with towers.
- 9.2.1.2.2 Heliports.
- 9.2.1.3 Development/Design Standards. Development permitted in the Commercial/Office/Hotel District shall be constructed in accordance with an approved Site Plan and the following Development/Design Standards.
- 9.2.1.3.1 Minimum lot area: 10,000 square feet, unless such development is designed as a project(s) in which case there is no minimum lot area.
- 9.2.1.3.2 Maximum Building Height: Sixty (60) feet except for Hotels, which shall be 120 feet, and except for Regional Shopping Malls which shall be 80 feet, and except where height limitations are otherwise dictated by virtue of existing Airport Influence Zones. The following exceptions apply:
- 1) Within Planning Area 5, as depicted on the 2001 Development Plan for Crown Point Center, Hospitals and attached medical offices/facilities beyond nine hundred (900) feet of the eastern property boundary of Crown Point may be constructed to a maximum height of one hundred twenty (120) feet.
 - 2) Detached medical offices/facilities affiliated with a Hospital use within Planning Area 5, as depicted on the 2001 Development Plan for Crown Point Center, may be constructed to a maximum height of ninety (90) feet.

- 3) Religious institutions, including churches, temples and other religious facilities may be constructed to a maximum height of sixty (60) feet; heights in excess of sixty (60) feet shall be required to follow the use by special review process outlined in the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended).

9.2.1.3.3 Minimum Setback: Thirty (30) feet shall be required in areas abutting perimeter and interior public streets and the boundaries of the Planning Area, except that buildings will be set back a minimum of fifty (50) feet from Parker Road (applies only to above-grade enclosed buildings and not any other improvements except above-grade parking structures). No minimum setback will apply adjacent to property lines which merely separate uses whether or not under separate or different ownerships, e.g., anchor tenant buildings attached to a regional mall.

9.2.1.3.4 Landscaped Area: A minimum of eight percent (8%) of the gross land area of each site shall be landscaped, except in the case of a regional shopping mall in which event the minimum landscape area shall be five percent (5%).

9.2.2 Commercial/Office/Research and Development District

9.2.2.1 Uses Permitted by Right. The following uses shall be permitted by right in the Commercial/Office/Research and Development District of Crown Point Center:

9.2.2.1.1 Any use permitted by right in the non-residential portion, i.e., the Campus Office portion, (Section 9.2.3.2.1) of the Residential Suburban/Campus Office District.

9.2.2.1.2 Scientific research and development facilities.

9.2.2.1.3 Indoor theaters.

9.2.2.1.4 Commercial retail and wholesale businesses.

9.2.2.1.5 Showroom and office/showroom facilities.

9.2.2.1.6 Car Care Centers and gasoline/convenience stores.

- 9.2.2.1.7 Restaurants with or without drive-up facilities and other eating and drinking establishments including bars and lounges.
- 9.2.2.1.8 Motor vehicle and motorized equipment sales, leasing, service and repair.
- 9.2.2.1.9 Garden shops, greenhouses and wholesale/retail plant nurseries.
- 9.2.2.1.10 Home repair centers - wholesale/retail.
- 9.2.2.1.11 Bakeries - wholesale/retail.
- 9.2.2.1.12 Boat and recreational vehicle sales.
- 9.2.2.1.13 Building materials - wholesale/retail.
- 9.2.2.1.14 Accessory and support uses and buildings.
- 9.2.2.1.15 Microwave and other communication facilities without towers
- 9.2.2.1.16 Food and beverage processing facilities.
- 9.2.2.1.17 Mortuaries and funeral homes.
- 9.2.2.1.18 Office warehouses with no storage of hazardous materials.
- 9.2.2.1.19 Product distribution and storage facilities.
- 9.2.2.1.20 Special community events.
- 9.2.2.1.21 Executive and caretaker residences.
- 9.2.2.1.22 Educational and training related facilities.
- 9.2.2.1.23 Helipads affiliated with a Hospital use are allowed as a permitted use solely within Planning Areas 6a and 6b, subject to the following conditions being met: (1) they are used for emergency purposes only (no scheduled flights), (2) no maintenance or fueling of aircraft shall be permitted, (3) it shall be located at grade, and (4) the use must be associated with a Hospital use within Crown Point (use by right in only Planning Areas 6a and 6b).
- 9.2.2.1.24 Religious Institutions, including churches, temples and other religious facilities.

- 9.2.2.1.25 Hotels and Motels, including conference facilities and accessory uses within the building.
- 9.2.2.1.26 Hospitals and health care facilities (Planning Areas 6a and 6b only).
- 9.2.2.1.27 Any other use compatible with the uses set forth herein.
- 9.2.2.2 Uses Permitted by Special Review
- 9.2.2.2.1 Heliports.
- 9.2.2.2.2 Microwave and other communication facilities with towers.
- 9.2.2.3 Site Design/Development Standards. Development permitted in the Commercial/Office/Research and Development District shall be constructed in accordance with an approved Site Plan and the following Site Design/Development Standards.
- 9.2.2.3.1 Minimum Lot Area: 10,000 square feet, unless such development is designed as a project(s) in which case there is no minimum lot area.
- 9.2.2.3.2 Maximum Building Height: The maximum building height is sixty (60) feet with the following exceptions:
- 1) Within Planning Areas 6a and 6b, no building over forty-five (45) feet in height shall be closer than one hundred fifty (150) feet from the easternmost property boundary of the Crown Point Planned Development as depicted in the 2001 Development Plan.
 - 2) Within Planning Areas 6a and 6b, no building over sixty (60) feet in height shall be closer than three hundred (300) feet from the easternmost property boundary of the Crown Point Planned Development as depicted in the 2001 Development Plan.
 - 3) Within Planning Areas 6a and 6b, no building over ninety (90) feet in height shall be closer than nine hundred (900) feet from the easternmost property boundary of the Crown Point Planned Development as depicted in the 2001 Development Plan.
 - 4) No building over one hundred twenty (120) feet in height shall be constructed within Planning Areas 6a and 6b.

- 5) Religious Institutions, including churches, temples and other religious facilities, may be constructed to a maximum height of sixty (60) feet, subject to the set-back limitations set forth in this Section 9.2.2.3.2; heights of Religious Institutions, including churches, temples and other religious facilities, in excess of sixty (60) feet shall be required to follow the use by special review process outlined in the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended).
- 6) Any Hotel and/or Motel in this District in excess of sixty (60) feet in height shall be required to follow the Use By Special Review process outlined in the Town of Parker Land Development Code (as it exists on the date of this restated Development Guide and not as hereafter amended).
- 7) Within Planning Areas 6a and 6b, Hospitals and attached medical offices/facilities may be constructed to a maximum of one hundred twenty (120) feet in height, subject to the set-back limitations set forth in this Section 9.2.2.3.2.
- 8) Within Planning Areas 6a, and 6b, detached medical offices/facilities affiliated with a hospital use within Crown Point may be constructed to a maximum of ninety (90) feet in height, subject to the set-back limitations set forth in this Section 9.2.2.3.2.

9.2.2.3.3

Minimum Setback: Thirty (30) feet shall be required in areas abutting perimeter and interior public streets and the boundaries of the Planning District, except that buildings will be set back a minimum of fifty (50) feet from Parker Road (applies only to above-grade enclosed buildings and not to any other improvements except above-grade parking structures). No minimum setback will apply adjacent to property lines which merely separate uses whether or not under separate or different ownerships, e.g., anchor tenant buildings attached to a regional mall.

9.2.2.3.4

Landscaped Area: a minimum of ten percent (10%) of the gross land area of each site shall be landscaped.

9.2.3	<u>Campus Office District</u>
9.2.3.1	<u>Uses Permitted by Right.</u> The following uses are permitted by right in the Campus Office Districts of Crown Point Center.
9.2.3.1.1	General business professional and governmental offices.
9.2.3.1.2	Accessory buildings and uses.
9.2.3.1.3	Banks, financial institutions and services including automatic teller machines.
9.2.3.1.4	Caretaker residences.
9.2.3.1.5	Community information centers.
9.2.3.1.6	Day care centers and nursery schools.
9.2.3.1.7	Public and quasi-public buildings and structures including, but not limited to, police stations, fire stations, libraries, schools and emergency care facilities.
9.2.3.1.8	Public and private utilities and utility service facilities and ancillary, related and/or accessory facilities including, but not limited to, land application of treated effluent, water treatment, transmission and storage facilities.
9.2.3.1.9	Institutional facilities including, without limitation, churches, temples and other religious institutions.
9.2.3.1.10	Educational and training related facilities.
9.2.3.1.11	Public and private parking lots.
9.2.3.1.12	Commercial, public and private recreational areas.
9.2.3.1.13	Commercial services including, but not limited to, dry cleaners, barber shops and salons, travel agencies, shoe repair stores.
9.2.3.1.14	Transit facilities or other facilities designed to enhance the use of public transit.
9.2.3.1.15	Microwave dishes and other communication facilities without towers.
9.2.3.1.16	Special community events.
9.2.3.1.17	Public or private membership clubs.

9.2.3.1.18 Any other uses consistent with the purposes and compatible with the uses set forth herein.

9.2.3.2 Uses Permitted by Special Review

9.2.3.2.1 Microwave and other communication facilities with towers.

9.2.3.2.2 Outdoor community and entertainment centers.

9.2.3.2.3 Convenience Commercial.

9.2.3.2.4 Equipment rentals requiring exterior storage or display.

9.2.3.2.5 Residential.

9.2.3.3 Non-Residential Site Design/Development Standards: Non-residential development permitted in the Campus Office District shall be constructed in accordance with an approved Site Plan and the following Site Design/Development Standards.

9.2.3.3.1 Minimum lot area: 10,000 square feet, unless such development is designed as a project(s) in which case there is no minimum lot area.

9.2.3.3.2 Maximum Building Height: 35 feet.

9.2.3.3.3 Minimum Setback: 30 feet shall be required in areas abutting perimeter and interior public streets and the boundaries of the District. No minimum setback will apply adjacent to property lines which merely separate uses whether or not under separate or different ownerships, e.g., anchor tenant buildings attached to a regional mall.

9.2.3.3.4 Landscaped Area: a minimum of ten percent (10%) of the gross land area of each site shall be landscaped.

9.2.3.4 Residential Site Design/Standards: To be determined as part of the Use By Special Review process.

9.2.4 Open Space/Buffer District

9.2.4.1 Uses Permitted by Right. The following uses shall be permitted by right in the Open Space/Buffer District(s) within Crown Point Center.

9.2.4.1.1 Public and private utilities and ancillary, related and/or accessory facilities including, but not limited to, utility service facilities, land application of treated effluent

(including rapid infiltration ponds), water and storm water storage, transmission and treatment facilities.

9.2.4.1.2

Off-street parking for open/space uses.

9.2.4.1.3

Special community events.

9.2.4.1.4

Any other uses consistent with the uses set forth herein.

9.2.4.2

Uses Permitted by Special Review

9.2.4.2.1

Roads or roadways, both public and private, which access the existing residential area(s) located to the East of the Open Space/Buffer District, i.e., Zone District Number "9" (of the Development Plan).

9.2.4.2.2

Athletic fields, picnic facilities, playgrounds, biking and jogging trails, parks, tennis courts, other sports courts, swimming pools and other public recreation facilities.

SECTION 10

OFF-STREET PARKING

10.1

Off-street Parking Requirements. The following minimum requirements for off-street parking spaces shall be implemented in Crown Point Center:

10.1.1

Shopping Centers - Four (4) parking spaces for each one thousand (1,000) square feet of net floor area.

10.1.2

Churches and Related Buildings: One (1) off-street parking space per four (4) fixed seats in principal public areas (example: auditoriums), or one (1) off-street parking space per one hundred fifty (150) square feet of net floor area, whichever is greater.

10.1.3

Auditoriums and Other Places of Public Assembly: One (1) off-street parking space per three (3) fixed seats, or one (1) off-street parking space per one hundred (100) square feet of net floor area, whichever is greater.

10.1.4

Hospitals and Similar Health Facilities: one (1) off-street parking space per four (4) beds, plus one (1) off-street parking space per two (2) employees.

10.1.5

Home Occupations: One (1) off-street parking space per permitted home occupation.

10.1.6

Hotels, Motels, Tourist Homes: one (1) off-street parking space per rental unit, plus one (1) off-street parking space per two (2) employees.

- 10.1.7 Restaurants, Bars, and Similar Dining and Drinking Establishments: one (1) off-street parking space per three (3) seats, or one (1) off-street parking space per seventy-five (75) square feet of gross floor area, whichever is greater.
- 10.1.8 Nursing Homes, Sanitariums, and Similar Establishments: one (1) off-street parking space per two (2) employees, plus one (1) off-street parking space per five (5) beds.
- 10.1.9 Office Uses: one (1) off-street parking space per three hundred (300) square feet of net floor area.
- 10.1.10 Other Business and Commercial Uses: one (1) off-street parking space per two hundred and fifty (250) square feet of net floor area, or as required by the Council.
- 10.1.11 Warehouse Distribution and Storage Facilities: one (1) parking space for each five thousand (5,000) square feet of net floor area not in use for retail, wholesale or office area plus one (1) parking space for each five hundred (500) square feet of net floor area in use for retail, wholesale or office area.
- 10.1.12 Car Care Centers: one (1) parking space for each attendant on duty at any given time plus two (2) parking spaces for each service bay.
- 10.1.13 Nursery Schools and Day care Centers: one (1) parking space for each teacher/care provider on maximum shift plus one parking space for each five (5) students/care recipients in attendance on maximum shift.
- 10.1.14 Amusement/Recreational Enterprises (Swimming Pools, Skating Rinks, Health Clubs, Spas, etc.): one (1) parking space for each two (2) persons based on designated use or occupancy capacity or one (1) parking space for each spectator seat, whichever applies.
- 10.1.15 Libraries, Museums, and Galleries: one (1) parking space for each three hundred (300) square feet of net floor area.
- 10.1.16 Indoor Theaters: one (1) parking space for each three (3) fixed seats plus one (1) parking space for each employee on maximum shift.
- 10.1.17 Veterinary Clinics and Hospitals: one (1) parking space for each employee on maximum shift plus one (1) parking space for each five hundred (500) square feet of net floor area.
- 10.1.18 Use Not Specified: For any use not specified above, or in the Town of Parking Off-Street Parking Regulations, the requirements for a similar use shall apply, or the applicant shall have the right to propose a new parking requirement for the use. This requirement shall be considered for approval by the Town of Parking Planning Director.

- 10.2 Alternative Requirements. Should the applicant for a specific use present a Site Plan with less than the number of required parking spaces due to site or project specific requirements, the alternative parking requirements shall be considered for approval by the Town of Parker Planning Director. If the alternative requirements are justifiable and achieve at least 85% of the required parking spaces, the site plan may be approved.
- 10.3 Shared Parking. Parking facilities shared by more than one use (whether or not the uses are in separate buildings or projects) are permitted in Crown Point Center. Parking spaces provided must meet the applicable criteria for the use which requires the greater number of spaces. The uses may not utilize the parking facilities at the same time.
- 10.4 Handicapped Parking. Parking for the handicapped shall be provided for all uses, except single family residential uses for which no parking for the handicapped will be required, at the minimum rate of two percent (2%) of the total parking spaces subject to a minimum of one space per use. The minimum size of a handicap parking space shall be as shown in Table I. Handicap parking shall be located near the entrance to the use.
- 10.5 Compact Car Ratio. Parking facilities with a minimum of twenty (20) spaces may provide a maximum of forty percent (40%) of the required parking spaces for compact cars. Such parking spaces shall be clearly designated for compact cars. The minimum size of a compact car parking space shall be as shown in Table I.
- 10.6 Off-site Parking. Off-site parking shall be permitted for uses in Crown Point Center. Said off-site parking must be in reasonable proximity to the use and will be considered for approval by the Town of Parker Planning Director.
- 10.7 Loading Areas. Off-street locations for the loading and unloading of goods and materials ancillary to a use shall be provided in accordance with the specific requirements of the use. Such loading areas will be located to avoid conflicts with other traffic and will be considered for adequacy by the Town of Parker Planning Director.
- 10.8 Parking Space Dimensions. Table I, below, establishes the minimum dimensions for parking spaces within Crown Point Center:

Table 1

Full Sized Car

Angle	0 (parallel parking)	45°	60°	90°
Width	8'	8'6"	8'6"	9'
Length	20'	19'	20'	18'

Compact Cars

Angle	0	45°	60°	90°
Width	7'6"	7'6"	8'	7'6"
Length	16'	17'	16'	16'
Aisle Width	11'	22'	22'	22'

Handicap Parking

Angle	0	45°	60°	90°
Width	12'	12'6"	12'6"	13'
Length	20'	19'	20'	18'

SECTION 11

SIGNS

- 11.1 General. Signs allowed in Crown Point Center shall conform to the Sign Ordinance for the Town of Parker except as specifically addressed within this Section to meet the unique requirements of Crown Point Center.
- 11.1.1 Entryway Signs. Permanent entryway signs or monuments shall be permitted to identify Crown Point Center, individual projects or major facilities within Crown Point Center. The Crown Point Center entryway signs will be permitted at both of the intersections of Cottonwood Drive with State Highway 83. Other entryway signs will typically be located at the entrance to the project or facility from Cottonwood Drive or other major roadway. Two sign faces per entrance are permitted, and shall have a maximum sign area of 100 square feet per sign face. The maximum height of the sign shall be fifteen (15) feet above finished grade. Signs shall be setback a minimum of ten (10) feet from any property line adjacent to a street, and shall be located to avoid visibility or other traffic conflicts.
- 11.1.2 Shopping Center Identification Signs.
- 11.1.2.1 One identification ground sign per shopping center shall be permitted provided such sign does not extend more than fifteen (15) feet in height above ground level, the total sign area does not exceed two hundred (200) square feet per sign, and no sign face exceeds one hundred (100) square feet, or

- 11.1.2.2 One identification ground sign identifying the individual businesses within the shopping center if a minimum of fifty percent (50%) of the area of said sign serves as identification of the Shopping Center. Such sign shall not exceed fifteen (15) feet in height above ground level, the total sign area shall not exceed two hundred (200) square feet, and no sign shall exceed one hundred (100) square feet.
- 11.1.3 Business, Commercial, or Office Park Identification Signs
- 11.1.3.1 One identification ground sign identifying the park shall be permitted per access point into the project area, provided such sign is located adjacent to major intersecting roadways on the outside perimeter of the park. In addition the sign shall not extend more than fifteen (15) feet in height above ground level, the total sign area shall not exceed two hundred (200) square feet per sign, and no sign face shall exceed one hundred (100) square feet.
- 11.1.3.2 One directory sign identifying each use or tenant is allowed per park provided such a sign does not exceed one hundred (100) square feet in area. Such sign is recommended to be located at the primary entrance to the park.
- 11.1.4 Individual Uses within a Center or Park. Each use shall be entitled to a fascia sign area of fifty (50) square feet per wall area visible from a public right-of-way; however, such sign area for each wall area visible from a public right-of-way may be increased at the rate of one (1) square foot of sign area for each lineal foot of building exposure in excess of fifty (50) lineal feet, to a maximum of one hundred (100) square feet of sign area per each wall area visible from a public right-of-way.
- 11.1.5 Mall Type Shopping Center. In addition to the signs allowed in the preceding paragraph, mall type of shopping centers shall be allowed signs at all building entrances to the mall. In addition, mall type shopping malls shall be allowed one sign advertising a food court. The maximum size of all above signs will be seventy (70) square feet.
- 11.1.6 Indoor Theaters. In addition to signs permitted in 11.1.4 and 11.1.5 above, indoor theaters shall be allowed one additional sign for the purpose of displaying the current selection ("readerboard"). Such readerboard may either be affixed to the exterior wall of the building or be a ground sign. Readerboard ground signs shall not extend more than fifteen (15) feet in height above ground level. The total sign area shall not exceed two hundred (200) square feet per sign, and no sign face shall exceed one hundred (100) square feet.

SECTION 12

LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3;

THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 1,227.45 FEET TO THE POINT OF BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV. 1;

THENCE CONTINUING N89°14'30"E ALONG SAID NORTH LINE A DISTANCE OF 1,483.59 FEET TO THE POINT ON THE WESTERLY BOUNDARY LINE OF SIERRA VISTA FILING NO. 3;

THENCE ALONG THE WESTERLY BOUNDARY LINES OF SIERRA VISTA FILINGS NO. 3 AND NO. 2 THE FOLLOWING EIGHT (8) COURSES:

- 1) S10°45'30"E A DISTANCE OF 580.00 FEET;
- 2) S75°14'30"W A DISTANCE OF 385.00 FEET;
- 3) 10°45'30"E A DISTANCE OF 635.00 FEET;
- 4) S61°33'52"E A DISTANCE OF 281.33 FEET;
- 5) S34°32'23"W A DISTANCE OF 280.00 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS S34°32'23"W;
- 6) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°00'00" AND A RADIUS OF 1,250.00 FEET, A DISTANCE OF 152.72 FEET TO THE POINT ON A RADIAL LINE;
- 7) S41°32'23"W ALONG SAID RADIAL LINE A DISTANCE OF 172.48 FEET;
- 8) S00°21'34"E A DISTANCE OF 756.72 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;

THENCE CONTINUING S00°21'34"E ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1,621.90 FEET TO THE POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 289 AT PAGE 826, DOUGLAS COUNTY RECORDS;

THENCE S89°32'23"W ALONG SAID NORTH LINE A DISTANCE OF 2,265.17 FEET TO THE POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83, AS DESCRIBED IN BOOK 727 AT PAGE 628, DOUGLAS COUNTY RECORDS;

THENCE N24°38'59"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 665.42 FEET;

THENCE N19°46'10"W ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 B REVISION 1 A DISTANCE OF 501.81 FEET;

THENCE N24°39'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV.1;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) N65°20'45"E A DISTANCE OF 52.69 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS N65°20'45"E;

- 2) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 70°18'53" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 674.24 FEET TO THE POINT OF TANGENT;
- 3) N45°39'38"E ALONG SAID TANGENT LINE A DISTANCE OF 648.67 FEET TO THE POINT OF CURVE;
- 4) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°55'43" AND A RADIUS OF 1,979.85 FEET, A DISTANCE OF 1,241.51 FEET TO THE POINT OF TANGENT;
- 5) N09°43'55"E ALONG SAID TANGENT LINE A DISTANCE OF 945.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,086,265 SQUARE FEET OR 208.5919 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 3;

THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 900.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REVISION 1;

THENCE ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCELS NO. TK-23 REVISION 1 AND TK-23 A REVISION 1 AND THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO.

83 THE FOLLOWING ELEVEN (11) COURSES:

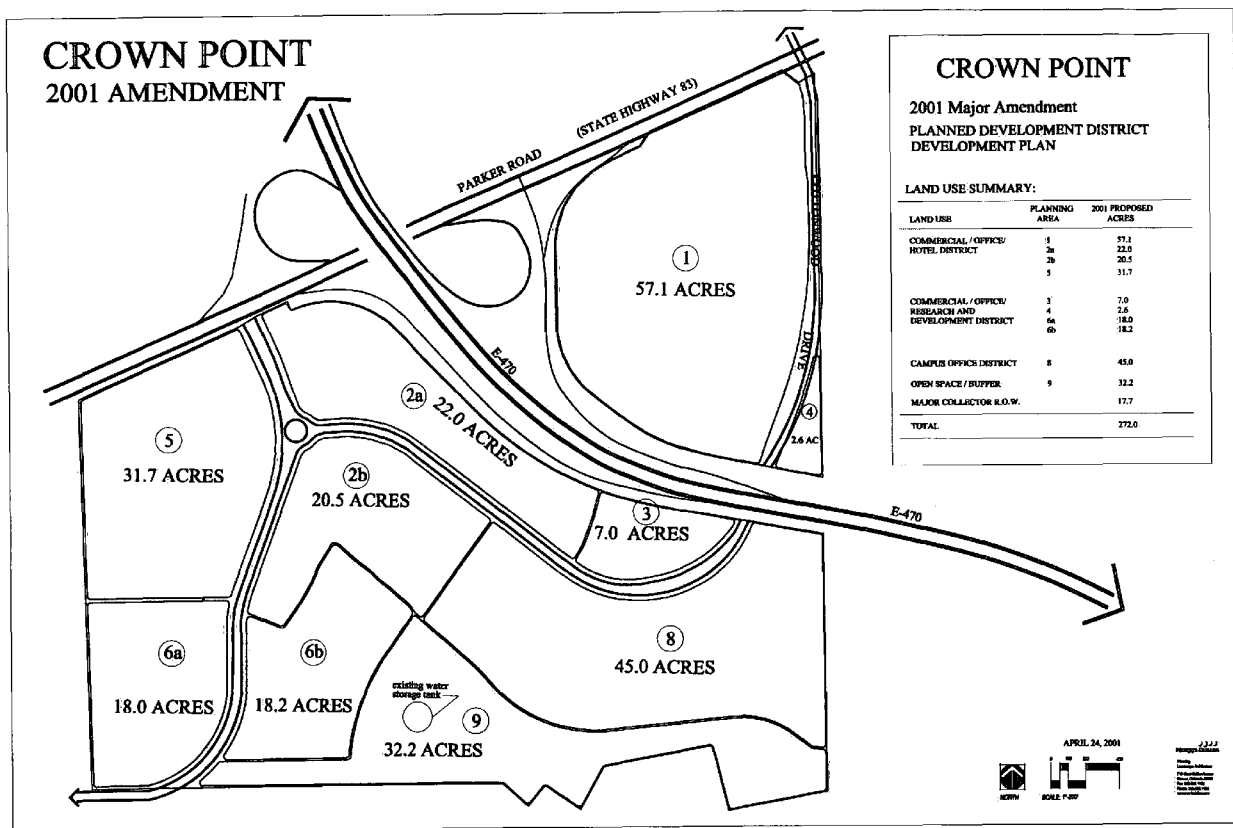
- 1) S10°52'39"W A DISTANCE OF 681.68 FEET;
- 2) S14°37'39"W A DISTANCE OF 95.13 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°03'52" AND A RADIUS OF 1,075.92 FEET, A DISTANCE OF 414.33 FEET TO A POINT OF TANGENT;
- 3) S36°41'31"W ALONG SAID TANGENT LINE A DISTANCE OF 228.17 FEET TO A POINT OF CURVE;
- 4) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°39'15" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 504.90 FEET TO A POINT OF TANGENT;
- 5) S89°20'46"W ALONG SAID TANGENT LINE A DISTANCE OF 428.00 FEET TO A POINT OF CURVE;
- 6) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 66°00'00" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 632.88 FEET;
- 7) N24°39'14"W A DISTANCE OF 189.84 FEET;
- 8) N55°34'56"W A DISTANCE OF 82.67 FEET;
- 9) N24°39'05"W A DISTANCE OF 862.93 FEET;
- 10) N37°19'01"E A DISTANCE OF 106.97 FEET;
- 11) N28°26'39"W A DISTANCE OF 105.93 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 4;

THENCE N88°53'23"E ALONG SAID NORTH LINE A DISTANCE OF 1,427.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,762,891 SQUARE FEET OR 63.4272 ACRES, MORE OR LESS.

SECTION 13

CROWN POINT CENTER DEVELOPMENT PLAN



ORDINANCE NO. 3.74.4, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13 OF THE CROWN POINT CENTER DEVELOPMENT GUIDE THIRD AMENDMENT TITLED “CROWN POINT CENTER DEVELOPMENT PLAN,” PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE

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

Section 1. Findings of Fact.

a. Application has been made (the “Application”) for amending the PD-Planned Development zoning for the “Crown Point Development Guide Third Amendment” approved by the Town Council on June 3, 2013, and recorded in the Douglas County Clerk and Recorder’s Office on June 4, 2013, at Reception No. 2013046212, for the property described in attached **Exhibit A**, within the Town of Parker, Colorado, pursuant to the Parker Land Development Ordinance (the “2013 Crown Point Development Guide”).

b. The Application requests that Section 13 of the 2013 Crown Point Development Guide titled “Crown Point Center Development Plan” be amended to remove the real property described in attached **Exhibit B** (the “Property”) from the “Commercial/Office/Hotel District,” specifically Planning Area 2b, and include the Property in the “Commercial/Office/Research and Development District,” specifically Planning Area 6b.

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

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

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

f. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending Section 13 of the 2013 Crown Point Development Guide and rezoning the Property by removing the Property from Planning Area 2b of the “Commercial/Office/Hotel District,” and including the Property in Planning Area 6b of the “Commercial/Office/Research and Development District.”

Section 2. Section 13 of the 2013 Crown Point Development Guide is hereby amended as provided in the “Crown Point Center Development Plan – 2023 Amendment,” which is attached hereto as **Exhibit C** and incorporated herein by reference.

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

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

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

TWO PARCELS OF LAND LOCATED IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3;

THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 1,227.45 FEET TO THE POINT OF BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV. 1;

THENCE CONTINUING N89°14'30"E ALONG SAID NORTH LINE A DISTANCE OF 1,483.59 FEET TO THE POINT ON THE WESTERLY BOUNDARY LINE OF SIERRA VISTA FILING NO. 3;

THENCE ALONG THE WESTERLY BOUNDARY LINES OF SIERRA VISTA FILINGS NO. 3 AND NO. 2 THE FOLLOWING EIGHT (8) COURSES:

- 1) S10°45'30"E A DISTANCE OF 580.00 FEET;
- 2) S75°14'30"W A DISTANCE OF 385.00 FEET;
- 3) S10°45'30"E A DISTANCE OF 635.00 FEET;
- 4) S61°33'52"E A DISTANCE OF 281.33 FEET;
- 5) S34°32'23"W A DISTANCE OF 280.00 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS S34°32'23"W;
- 6) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°00'00" AND A RADIUS OF 1,250.00 FEET, A DISTANCE OF 152.72 FEET TO THE POINT ON A RADIAL LINE;
- 7) S41°32'23"W ALONG SAID RADIAL LINE A DISTANCE OF 172.48 FEET;
- 8) S00°21'34"E A DISTANCE OF 756.72 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;

THENCE CONTINUING S00°21'34"E ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1,621.90 FEET TO THE POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 289 AT PAGE 826, DOUGLAS COUNTY RECORDS;

THENCE S89°32'23"W ALONG SAID NORTH LINE A DISTANCE OF 2,265.17 FEET TO THE POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83, AS DESCRIBED IN BOOK 727 AT PAGE 628, DOUGLAS COUNTY RECORDS;

THENCE N24°38'59"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 665.42 FEET;

THENCE N19°46'10"W ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 B REVISION 1 A DISTANCE OF 501.81 FEET;

THENCE N24°39'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REV. 1;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) N65°20'45"E A DISTANCE OF 52.69 FEET TO THE POINT OF RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS N65°20'45"E;
- 2) ALONG THE ARC OF SAID RADIAL CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 70°18'53" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 674.24 FEET TO THE POINT OF TANGENT;

- 3) N45°39'38"E ALONG SAID TANGENT LINE A DISTANCE OF 648.67 FEET TO THE POINT OF CURVE;
- 4) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°55'43" AND A RADIUS OF 1,979.85 FEET, A DISTANCE OF 1,241.51 FEET TO THE POINT OF TANGENT;
- 5) N09°43'55"E ALONG SAID TANGENT LINE A DISTANCE OF 945.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,086,265 SQUARE FEET OR 208.5919 ACRES, MORE OR LESS.

TOGETHER WITH:
PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 3;
THENCE N89°14'30"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 900.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470, PARCEL NO. TK-23 REVISION 1;
THENCE ALONG THE RIGHT-OF-WAY LINE OF E-470, PARCELS NO. TK-23 REVISION 1 AND TK-23 A REVISION 1 AND THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83 THE FOLLOWING ELEVEN (11) COURSES:

- 1) S10°52'39"W A DISTANCE OF 681.68 FEET;
- 2) S14°37'39"W A DISTANCE OF 95.13 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°03'52" AND A RADIUS OF 1,075.92 FEET, A DISTANCE OF 414.33 FEET TO A POINT OF TANGENT;
- 3) S36°41'31"W ALONG SAID TANGENT LINE A DISTANCE OF 228.17 FEET TO A POINT OF CURVE;
- 4) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°39'15" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 504.90 FEET TO A POINT OF TANGENT;
- 5) S89°20'46"W ALONG SAID TANGENT LINE A DISTANCE OF 428.00 FEET TO A POINT OF CURVE;
- 6) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 66°00'00" AND A RADIUS OF 549.41 FEET, A DISTANCE OF 632.88 FEET;
- 7) N24°39'14"W A DISTANCE OF 189.84 FEET;
- 8) N55°34'56"W A DISTANCE OF 82.67 FEET;
- 9) N24°39'05"W A DISTANCE OF 862.93 FEET;
- 10) N37°19'01"E A DISTANCE OF 106.97 FEET;
- 11) N28°26'39"W A DISTANCE OF 105.93 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 4;
THENCE N88°53'23"E ALONG SAID NORTH LINE A DISTANCE OF 1,427.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,762,891 SQUARE FEET OR 63.4272 ACRES, MORE OR LESS.


LARRY W. HAGAN, P.L.S. NO. 16112
FOR AND ON BEHALF OF HOLLAND WEST, INC.

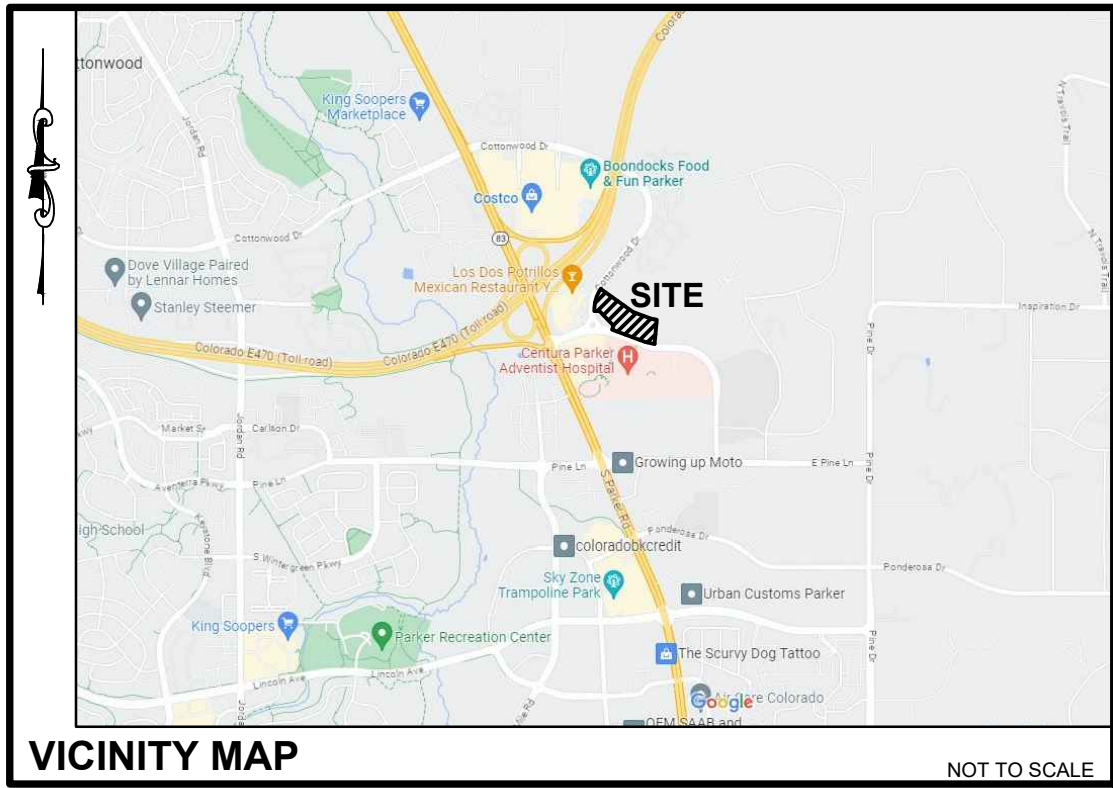


EXHIBIT B

Lot 2, Block 1, Crown Point Filing 1, 11th Amendment, County Of Douglas, State of Colorado

CROWN POINT PLANNED DEVELOPMENT - 4TH AMENDMENT DEVELOPMENT PLAN

A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



LEGAL DESCRIPTION OF EXISTING PROPERTY:

LOT 2, BLOCK 1,
CROWN POINT FILING 1, 11TH AMENDMENT,
COUNTY OF DOUGLAS, STATE OF COLORADO.

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED AS PLANNING AREA 6B:

A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT, SITUATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE WEST LINE OF LOT 1 CROWN POINT F#1, 9TH AMENDMENT;

THENCE S05°31'11"W, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, CROWN POINT F#1, 9TH AMENDMENT, A DISTANCE OF 422.47 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CROWN CREST BOULEVARD (96' WIDE PUBLIC RIGHT-OF-WAY);

THENCE COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGEL OF 14°22'55", A RADIUS OF 622.00 FEET, AN ARC LENGTH OF 156.13 FEET, HAVING A CHORD BEARING N77°07'03"W WITH A CHORD DISTANCE OF 155.72 FEET;
2. THENCE N69°55'35"W A DISTANCE OF 490.44 FEET;

THENCE N20°11'53"E A DISTANCE OF 241.23 FEET;

THENCE N31°26'10"E A DISTANCE OF 191.22 FEET TO THE SOUTH LINE OF LOT 1, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT;

THENCE COINCIDENT WITH SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 54°17'31"E A DISTANCE OF 69.31 FEET;
2. THENCE SOUTH 69°55'31"E A DISTANCE OF 338.72 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGEL OF 14°32'52", A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 48.24 FEET, A CHORD BEARING S77°11'57"E WITH A CHORD DISTANCE OF 48.11 FEET;
4. THENCE S84°28'23"E A DISTANCE OF 48.96 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 242.005 SQUARE FEET OR 5.55567 ACRES MORE OR LESS;

BEARINGS ARE BASED ON THE EAST LINE OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT HAVING A MEASURED BEARING OF S05°31'11"W AND BEING BOUNDED BY A FOUND 1" BRASS CAP STAMPED "BOUNDARY BOYS" "PLS 32430" SET FLUSH IN ASPHALT ON THE NORTH END AND BY A FOUND NAIL AND 1" BRASS TAG STAMPED "ESC" "LS 38421" SET FLUSH IN ASPHALT ON THE SOUTH END.

OWNER OF PROPERTY TO BE REZONED:

LTF REAL ESTATE COMPANY, INC.
P (877)-241-8265

BY: _____
SIGNATURE PRINTED NAME AND TITLE

NOTARY:

STATE OF _____)
COUNTY OF _____) SS

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

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION:

I, JEFFREY A. MILLER, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY. EITHER EXPRESSED OR IMPLIED, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

JEFFREY A. MILLER
PROFESSIONAL L.S. NO. 38467
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
Email: jeffm@engineeringserviceco.com

PLANNING COMMISSION CERTIFICATE

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

PLANNING DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL CERTIFICATE:

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

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

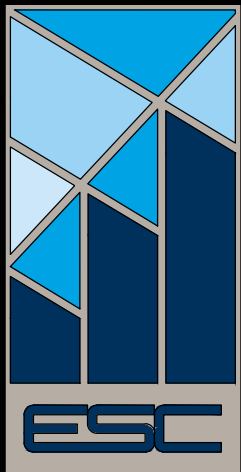
CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

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

AT _____ M. AND WAS RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER



14190 East Evans Avenue
Aurora, Colorado 80014
engineeringserviceco.com
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F 303.337.7481
T/F 1.877.273.0659

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CIVIL ENGINEERS & LAND SURVEYORS

Revisions:	Date:	By:
ADDITIONS TO TOWN COMMISSIONS	06/17/2023	JAM
REVISIONS TO TOWN COMMISSIONS		

RYAN COMPANIES US, INC
533 SOUTH THIRD STREET SUITE 100
MINNEAPOLIS, MINNESOTA 55415
P (612) 482-4174

Prepared For:

CROWN POINT PLANNED DEVELOPMENT
4TH AMENDMENT DEVELOPMENT PLAN
A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
9284 CROWN CREST BOULEVARD

Designed By:	JAM	Date:	7/28/2023
Drawn By:	JAM	Survey No.:	23-023-R
Checked By:	JAC	Project No.:	1160.4
Field Book No.:	960	Scale:	N/A
Sheet No.:			

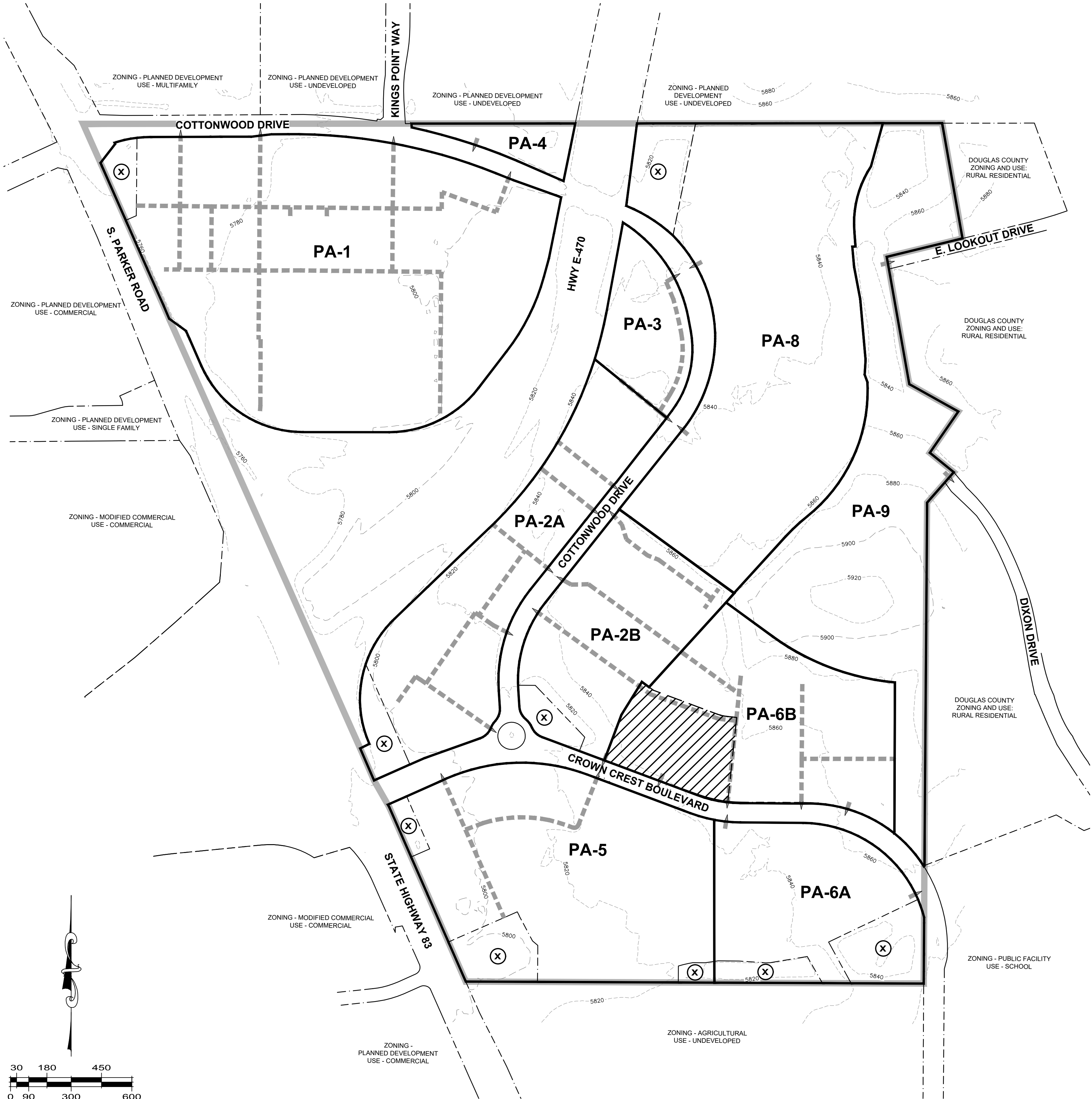
CROWN POINT PLANNED DEVELOPMENT - 4TH AMENDMENT DEVELOPMENT PLAN

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SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP

SCALE: N/A



LEGEND

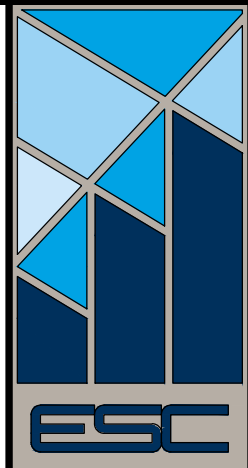
- OVERALL DEVELOPMENT BOUNDARY
- PLANNING AREA BOUNDARY
- EXISTING PARCEL LINES
- CONTOUR LINE
- ACCESS EASEMENT / PRIVATE DRIVE
- ACCESS TO PUBLIC RIGHT-OF-WAY
- PLANNING AREA NUMBER
- EXISTING DRAINAGE, DETENTION OR RETENTION TRACT
- AREA TO BE REZONED AS PLANNING AREA 6B

PROPOSED LAND USE SUMMARY - 4TH AMENDMENT:

CROWN POINT PLANNED DEVELOPMENT 4TH AMENDMENT LAND USE SUMMARY		
LAND USE	PLANNING AREA	2023 PROPOSED ACRES
COMMERCIAL / OFFICE / HOTEL DISTRICT	1	57.1 ACRES
	2A	22.0 ACRES
	2B	14.9 ACRES
COMMERCIAL / OFFICE / RESEARCH AND DEVELOPMENT DISTRICT	5	31.7 ACRES
	3	7.0 ACRES
	4	2.6 ACRES
CAMPUS OFFICE DISTRICT	6A	18.0 ACRES
	6B	23.8 ACRES
OPEN SPACE / BUFFER	8	45.0 ACRES
	9	32.2 ACRES
MAJOR COLLECTOR R.O.W.		17.7 ACRES
		TOTAL 272.0 ACRES

UTILITY PROVIDERS FOR CROWN POINT PLANNED DEVELOPMENT:

- DRAINAGE - TOWN OF PARKER
- WATER - COTTONWOOD WATER AND SANITATION DISTRICT
- WASTEWATER - COTTONWOOD WATER AND SANITATION DISTRICT
- GAS - XCEL ENERGY
- ELECTRIC - CORE ELECTRIC COOPERATIVE (FORMERLY IREA)
- CABLE / TELEPHONE - CENTURY LINK (LEVEL 3)



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F 303.337.7481
T/F 1.877.273.0659
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CIVIL ENGINEERS & LAND SURVEYORS

Revisions:	Date:	By:
1	06/17/2023	JAM
2	07/27/2023	JAM
3	08/01/2023	JAM
4	08/01/2023	JAM
5	08/01/2023	JAM
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100	08/01/2023	JAM

RYAN COMPANIES US, INC.
533 SOUTH THIRD STREET SUITE 100
MINNEAPOLIS, MINNESOTA 55415

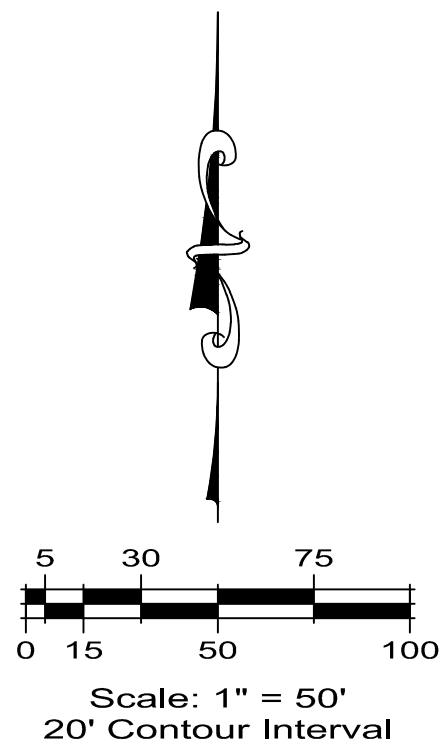
Prepared For:

CROWN POINT PLANNED DEVELOPMENT
4TH AMENDMENT DEVELOPMENT PLAN
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9284 CROWN CREST BOULEVARD

Designed By:	JAM	Date:	7/28/2023
Drawn By:	JAM	Survey No.:	23-023-Z
Checked By:	JAM	Project No.:	1160-4
Field Book No.:	960	Scale:	1" = 300'
Sheet No.:	2	OF 3	

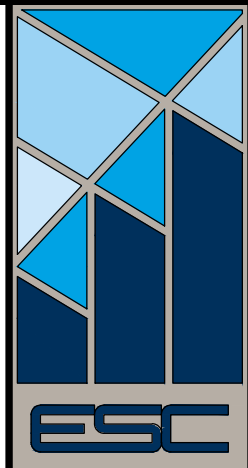
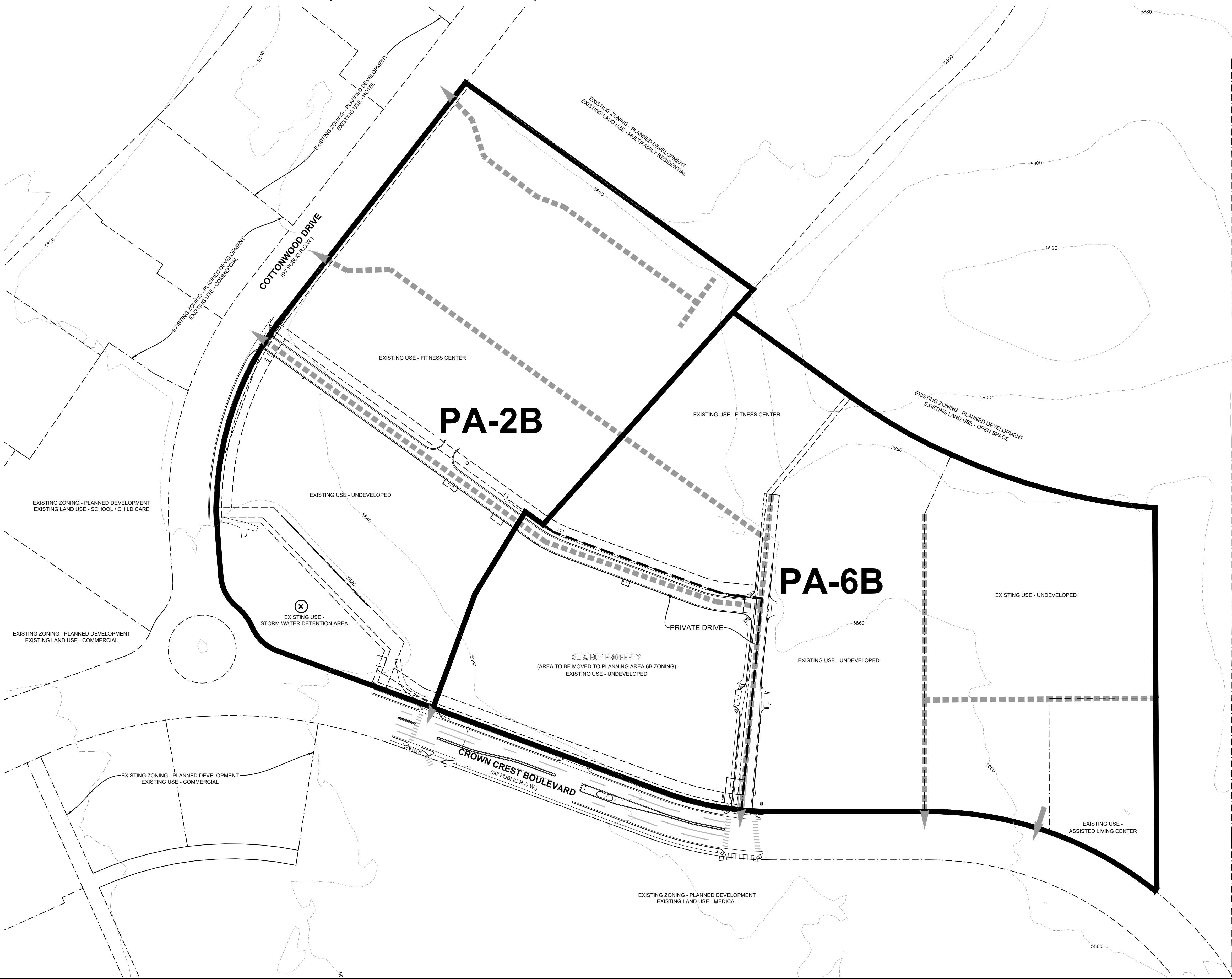
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SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



LEGEND	
	PLANNING AREA BOUNDARY
	EXISTING PARCEL LINES
	CONTOUR LINE
	ACCESS EASEMENT / PRIVATE DRIVE
	ACCESS TO PUBLIC RIGHT-OF-WAY
	PLANNING AREA NUMBER
	EXISTING DRAINAGE, DETENTION OR RETENTION TRACT

CROWN POINT PLANNED DEVELOPMENT 4TH AMENDMENT LAND USE SUMMARY - REVISED AREAS 2B & 6B		
LAND USE	PLANNING AREA	2023 PROPOSED ACRES
COMMERCIAL / OFFICE / HOTEL DISTRICT	2B	14.9 ACRES
COMMERCIAL / OFFICE / RESEARCH AND DEVELOPMENT DISTRICT	6B	23.8 ACRES
	TOTAL	41.0 ACRES



14100 East Evans Avenue
Aurora, Colorado 80014
engineering@esc.com
P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659

Revisions:	Date:	By:	Reason:
1	06/17/2023	JAM	ISSUED FOR PERMIT
2	06/17/2023	JAM	ISSUED FOR PERMIT
3	06/17/2023	JAM	ISSUED FOR PERMIT
4	06/17/2023	JAM	ISSUED FOR PERMIT
5	06/17/2023	JAM	ISSUED FOR PERMIT
6	06/17/2023	JAM	ISSUED FOR PERMIT
7	06/17/2023	JAM	ISSUED FOR PERMIT
8	06/17/2023	JAM	ISSUED FOR PERMIT
9	06/17/2023	JAM	ISSUED FOR PERMIT
10	06/17/2023	JAM	ISSUED FOR PERMIT

RYAN COMPANIES US, INC
533 SOUTH THIRD STREET SUITE 100
MINNEAPOLIS, MINNESOTA 55415

Prepared For:

CROWN POINT PLANNED DEVELOPMENT
4TH AMENDMENT DEVELOPMENT PLAN
A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT,
SITUATED IN THE NW 1/4 OF SECTION 10, T.6S., R.66W. OF THE P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
9284 CROWN CREST BOULEVARD

Designed By:	JAM	Date:	7/28/2023
Drawn By:	JAM	Survey No.:	23-023-R
Checked By:	JAC	Project No.:	1160.4
Field Book No.:	990	Scale:	1" = 100'
Sheet No.:	3	OF	3



Request for Town Council Action

Date: November 20, 2023

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.338.2 - First Reading**
A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17B, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: December 4, 2023

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD), formerly the Urban Drainage and Flood Control District, have identified the Upper Jordan Road Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) for the design and construction of flood control improvements on Upper Jordan Road Tributary. This ordinance proposes an amendment to this agreement which will bring in additional funds from the MHFD to complete funding for the construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is located within the Bradbury Ranch development and has been identified as an area of concern for flood conveyance and long-term maintenance. The reach contains two in-line stormwater ponds and has experienced aggravation or sediment accumulation over time, as well as an immense growth of cattails causing a reduction in flood conveyance. The elevation and design of the contributing storm outfalls are not conducive to long-term maintenance which will be alleviated. In addition, this reach experienced sediment deposition from the culvert failure and emergency repair on Bradbury Ranch Drive which will be removed with this project. This project is anticipated to propose the installation of channel improvements such as outfall forebays, channel widening for increased flood conveyance, selective relocation and dredging of cattail areas, and retrofitting of existing concrete storm structures. This IGA amendment will fund the construction of the project.

FINANCIAL IMPACT

This IGA amendment commits no new funds from the Town, but allows for additional funds from the MHFD to be contributed to the project.

Proposed Project Contributions:

Town of Parker	\$0
Mile High Flood District	\$150,000

Total Project Contributions:

Town of Parker	\$900,000
Mile High Flood District	\$580,000
Special Funds Transfer	\$46,350

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

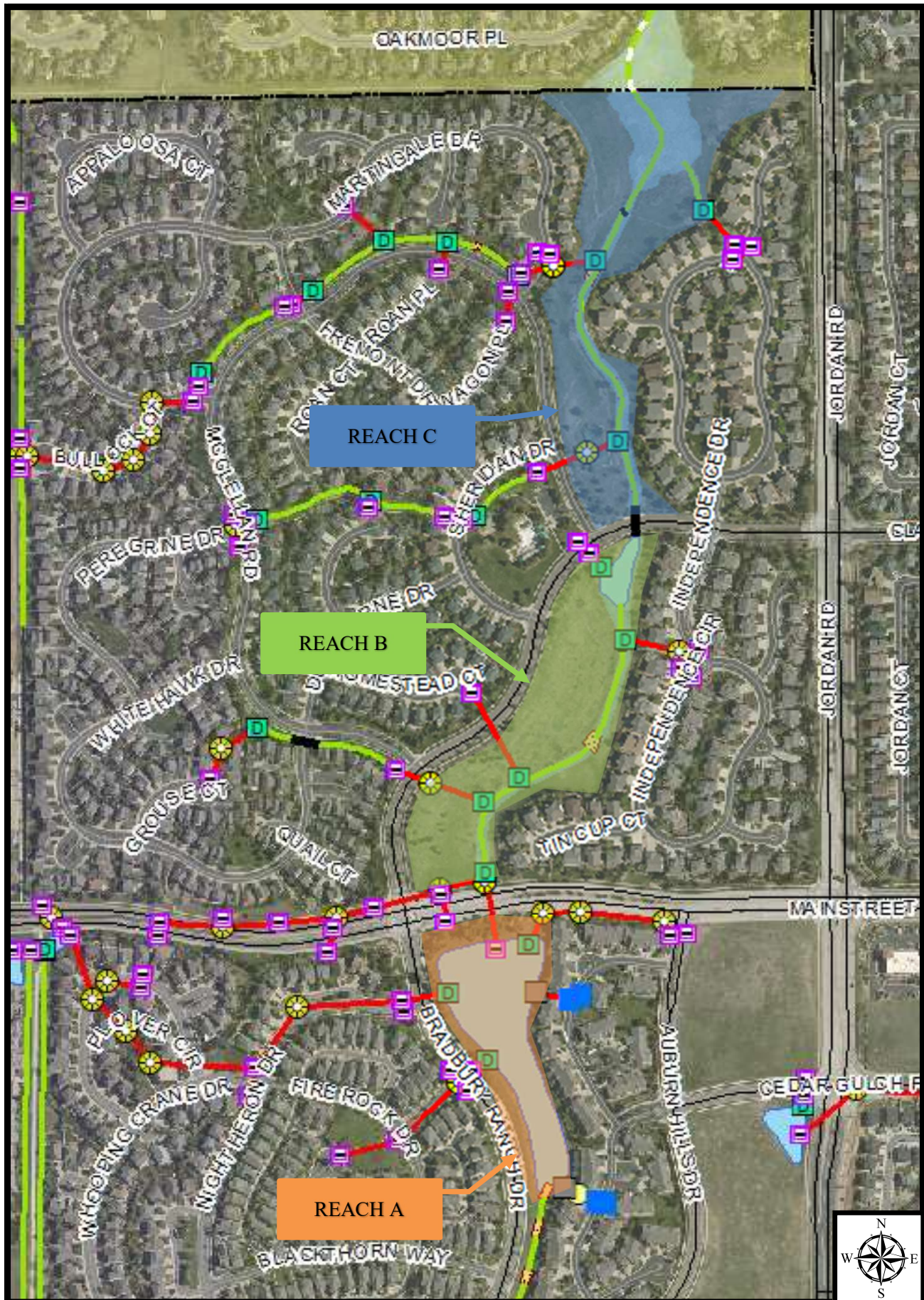
1. Vicinity Map - Jordan Tributary at Bradbury
2. Ordinance No. 9.338.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.338.2 on first reading and to schedule second reading for December, 4, 2023, as part of the consent agenda.

REACH MAP

JORDAN TRIBUTARY AT BRADBURY RANCH



ORDINANCE NO. 9.338.2, 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 UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH (AGREEMENT NO. 21-05.17B, PROJECT NO. 108522) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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 Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17B, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, 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
UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH
TOWN OF PARKER

Agreement No. 21-05.17B
Project No. 108522

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 collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch" (Agreement No. 21-05.17) dated August 25, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Upper Jordan Road Tributary at Bradbury Ranch, Town of Parker (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$150,000; and

WHEREAS, DISTRICT'S Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 79, Series of 2023); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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 \$1,526,350.16 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>AS AMENDED</u>	
1. Final Design	\$	426,350.16	\$	376,350.16
2. Construction *	\$	1,100,000.00	\$	1,000,000.00
3. Contingency	\$	-0-	\$	-0-
Grand Total	\$	1,526,350.16	\$	1,376,350.16

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

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

Transfer from: Cherry Creek at Mainstreet Agreement No. 07-01.19 Amount:
\$46,350.16

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>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	38%	\$430,000.00	\$150,000.00	\$580,000.00
TOWN	62%	\$900,000.00	-0-	\$900,000.00
Special Fund Transfer		\$46,350.16	-0-	\$46,350.16
TOTAL	100.00%	\$1,376,350.16	\$150,000.00	\$1,526,350.16

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 each PARTY'S full share (TOWN - \$946,350.16; DISTRICT - \$580,000) shall 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

Date_____

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office



Request for Town Council Action

Date: November 20, 2023
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-090**
A Resolution Accepting the Conveyance of Real Property from 2010 – Cottonwood LLC for Jordan Road Near Carlson Drive
Department: Engineering & Public Works, Chris Hudson

EXECUTIVE SUMMARY

This resolution will accept the conveyance of a Jordan Road right-of-way parcel located south of E-470 to south of Carlson Drive.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town improved/widened Jordan Road between E-470 and Lincoln Avenue in 2000/2001. Right-of-way needed for this long-planned capital improvement project was dedicated prior to the construction via separate documents or via plats from adjacent development. The Cherry Wood Subdivision is located at the southeast corner of Jordan Road & E-470 and was approved in the late 1990's. The development process review for this subdivision did not identify a remnant parcel near the centerline of Jordan Road that was likely caused by a metes and bounds/survey error. This triangular remnant parcel is approximately 1/4-mile long north-south but less than 8-feet wide at the widest location. Town staff became aware of this remnant parcel in the mid-2000's and were unsuccessful in prior attempts to resolve ownership with the previous property owner. In October 2023, the current property owner's office staff reached out to the Town regarding deeding this parcel to the Town. The property owner has executed a quit claim deed to convey this property to the Town, and a Resolution is needed to accept the conveyance.

FINANCIAL IMPACT

There will be no additional financial impact as the Town currently maintains Jordan Road.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Jordan Road ROW Sliver Quitclaim to TOP Vicinity Map
2. Resolution No. 23-090

RECOMMENDED MOTION

I move to approve Resolution No. 23-090, as part of the consent agenda.

2010 Cottonwood LLC
Jordan Rd Parcel Quitclaim to
Town of Parker Vicinity Map

2010 Cottonwood LLC
quitclaim to Town of Parker

E470 RAMP

E470

E470 RAMP

ASKING LN

ALZERE PL

PEARL ST

JORDAN RD

MARKET ST

CARLSON DR

MARKET ST

MARKET LN

PEARL LN

MARKET DR

PINE LN



0 125 250
Feet

RESOLUTION NO. 23-090, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM 2010 – COTTONWOOD LLC FOR JORDAN ROAD NEAR CARLSON DRIVE

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from 2010 – Cottonwood LLC for Jordan Road near Carlson Drive;

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 from 2010 – Cottonwood LLC for Jordan Road near Carlson Drive, as provided in the Quit Claim Deed 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

QUIT CLAIM DEED

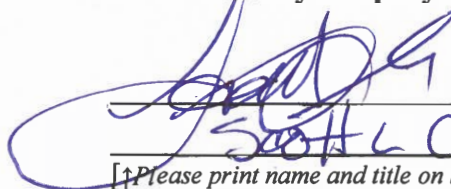
2010 – COTTONWOOD LLC, a Colorado limited liability company, whose address is 12460 1st Street, P.O. Box 247, Eastlake, Colorado 80614-0247, County of Adams, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to the TOWN OF PARKER, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado, the following real property, in the County of Douglas, State of Colorado, to wit:

SEE **EXHIBIT A** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

with all its appurtenances.

Signed this 23rd day of October, 2023.

**2010 – COTTONWOOD LLC, a Colorado
limited liability company**



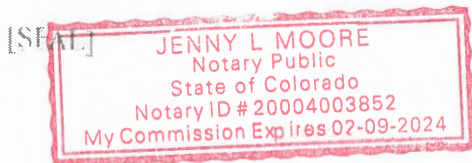
[Please print name and title on line]

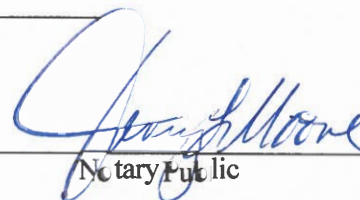
STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 23rd day of October 2023, by Scott L Carlson as Manager of 2010 - Cottonwood LLC.

WITNESS my hand and official seal.

My commission expires: 02/09/2024





Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°49'06" WEST 1273.81 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL TK 18-B REV. 2 IN DEED CONVEYED TO THE E-470 PUBLIC HIGHWAY AUTHORITY IN BOOK 900 AT PAGE 731 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°11'42" EAST 7.86 FEET TO THE WESTERLY LINE OF JORDAN ROAD AS CONVEYED TO THE COUNTY OF DOUGLAS IN DEED RECORDED IN BOOK 586 AT PAGE 288 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°27'52" EAST 1273.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.115 ACRES (5,008 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SEE SHEET 3

LOT 4

**MARKET
STREET**

LOT 5
STONEGATE FILING
NO. 22
REC. NO.
2004084414

**NE1/4
SEC. 8,
T.6S., R.66W.,
6TH P.M.**

NOTE:

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

**SE1/4
SEC. 8,
T.6S., R.66W.,
6TH P.M.**

N00°49'06"W 1273.81'

S00°27'52"E 1273.97'

W. LINE NW 1/4 SEC. 9

W. LINE JORDAN ROAD
BOOK 586 PAGE 288

JORDAN ROAD

DOUGLAS COUNTY
BOOK 586 PAGE 288

DOUGLAS COUNTY
BOOK 586 PAGE 288

TOWN OF PARKER ROW PER PLAT

8

9

TOWN OF PARKER
BOOK 1553 PAGE 1429

TOWN OF PARKER
BOOK 1397 PAGE 2156

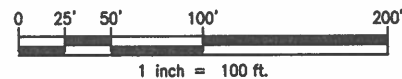
TOWN OF
PARKER
ROW PER
PLAT

LOT 1A

CARLSON DRIVE

LOT 1
BLOCK 1
CHERRY WOOD SUBDIVISION
FILING. NO. 1
REC. NO. 00019566

**NW1/4
SEC. 9,
T.6S., R.66W.,
6TH P.M.**



SW COR.
NW1/4 OF
SEC. 9, T.6S.,
R.66W., 6TH
P.M.

PARCEL 1
CHALLENGER PARK FILING NO. 1
REC. NO. 9756999

**SW1/4
SEC. 9,
T.6S., R.66W.,
6TH P.M.**

PATH: P:\24906-05\dwg\
DWG NAME: Jordan Potomac LLC
DWG: dec CHK: jrw
DATE: 5/18/06
SCALE: 1" = 100'

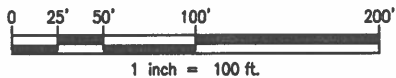


AzTec CONSULTANTS, inc.

300 East Mineral Avenue, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898 Fax: (303)713-1897

EXHIBIT MAP

Part of NW1/4 S9, T6S, R66W, 6th PM
Town of Parker, Douglas County, Colorado
JOB NUMBER 24906-05 2 OF 3 SHEETS



E-470 PUBLIC HIGHWAY
AUTHORITY
7600 E. ORCHARD RD.,
SUITE 370 SOUTH
ENGLEWOOD, CO 80111
BOOK 900 PAGE 731
PARCEL TK 18-B REV 2

N89°32'08"E
7.86'

TRACT A
STONEGATE FILING NO. 22
REC. NO. 2004084414

TRACT A
STONEGATE FILING NO. 22
REC. NO. 2004084414

PARCEL CONTAINS
5008 SQ.FT. OR
0.115 ACRES ±

**NE1/4
SEC. 8,
T.6S., R.66W.,
6TH P.M.**

NOTE:

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

LOT 4

**MARKET
STREET**

SEE SHEET 2

JORDAN ROAD

W. LINE NW 1/4 SEC. 9

W. LINE JORDAN ROAD
BOOK 586 PAGE 288

TOWN OF PARKER
BOOK 2338 PAGE 1622

TOWN OF PARKER
ROW PER PLAT

DOUGLAS COUNTY
BOOK 586 PAGE 288

DOUGLAS COUNTY
BOOK 586 PAGE 288

N00°49'06"W 1273.81'

S00°27'52"E 1273.97'

TOWN OF PARKER ROW PER PLAT

TOWN OF PARKER ROW PER PLAT

TOWN OF PARKER
ROW PER
PLAT

CARLSON DRIVE

E-470

CHERRY WOOD
SUBDIVISION
FILING. NO. 1, 2ND
AMENDMENT
REC. NO.
2005061925

LOT 1C

CHERRY WOOD
SUBDIVISION
FILING. NO. 1, 2ND
AMENDMENT
REC. NO.
2005061925

LOT 1B

**NW1/4
SEC. 9,
T.6S., R.66W.,
6TH P.M.**

LOT 1A



PATH: P:\24906-05\dwg\
DWG NAME: Jordan Potomac LLC
DWG: dec CHK: jrw
DATE: 5/18/06
SCALE: 1" = 100'



Aztec CONSULTANTS, inc.

300 East Mineral Avenue, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898 Fax: (303)713-1897

EXHIBIT MAP

Part of NW1/4 S9, T6S, R66W, 6th PM
Town of Parker, Douglas County, Colorado
JOB NUMBER 24906-05

3 OF 3 SHEETS



Request for Town Council Action

Date: November 20, 2023
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-095**
A Resolution Adopting an Application Fee for Retail Establishment Permits
Department: Town Clerk, Chris Vanderpool

EXECUTIVE SUMMARY

Approval of this resolution will add a local application fee of \$100 for processing of a Retail Establishment Permit Application.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 23, 2023, the Town Council approved Ordinance No. 5.28.33 adding the Retail Establishment Permit (REP) to the Town Code. The REP expands the art gallery permit to allow almost all other types of retail establishments to serve alcoholic beverages at their place of business, subject to certain requirements and limitations. The Ordinance will become effective on November 22, 2023.

The Town Clerk's Office has prepared all the forms and handouts necessary to process an application for the Retail Establishment Permit. State statutes allow local authorities to charge an application fee of up to \$200. The Town Clerk's Office is recommending that the Town adopt a fee of \$100. This is the same local application fee that is charged for a Special Event Permit which is similar in nature to process, although this type of permit will likely require more education initially for the applicant. There is also a local permit fee of \$3.75 set by the state, so the total local cost to the applicant would be \$103.75.

FINANCIAL IMPACT

There will be some impact on the revenue for Liquor License applications which is not known at this time, since we are not certain of the level of participation by local retail establishments.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-095

RECOMMENDED MOTION

I move to approve Resolution No. 23-095, as part of the consent agenda.

RESOLUTION NO. 23-095, Series of 2023

TITLE: A RESOLUTION ADOPTING AN APPLICATION FEE FOR RETAIL ESTABLISHMENT PERMITS

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 adopts a retail establishment permit application fee in the amount of \$100.

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: November 20, 2023

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-097**
A Resolution to Approve the Fourth Amendment to the Amended and Restated Employment Agreement for the Town Manager

Department: Town Council

EXECUTIVE SUMMARY

The purpose of this resolution is to adjust the Town Manager's compensation, as provided by the amendment to the Town Manager's employment agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council participated in the performance evaluation for the Town Manager. The contract amendment provides for a 6.2% merit increase.

FINANCIAL IMPACT

The merit increase was included in the 2023 budget process.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-097

RECOMMENDED MOTION

I move to approve Resolution No. 23-097, as part of the consent agenda.

RESOLUTION NO. 23-097, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE FOURTH AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE TOWN MANAGER

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

Section 1. The Town Council of the Town of Parker hereby approves the Fourth Amendment to Amended and Restated Employment Agreement for the Town Manager, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

FOURTH AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Fourth Amendment") is made and entered into this ____ day of _____, 2023, by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the "Town"), and Michelle Kivela (the "Town Manager"), both of whom understand as follows:

RECITALS:

A. The Town and the Town Manager are parties to an Amended and Restated Employment Agreement entered into on August 3, 2020 (the "Employment Agreement").

B. The Town and the Town Manager are parties to a First Amendment to Amended and Restated Employment Agreement entered into on October 4, 2021 (the "First Amendment").

C. The Town and the Town Manager are parties to a Second Amendment to Amended and Restated Employment Agreement entered into on November 21, 2022 (the "Second Amendment").

D. The Town and the Town Manager are parties to a Third Amendment to Amended and Restated Employment Agreement entered into on May 15, 2023 (the "Third Amendment").

E. The Town Council continues to desire to retain the services of the Town Manager and desires to increase the Town Manager's salary, effective September 1, 2023, subject to the terms and conditions of this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. Effective September 1, 2023, the annual base salary to be paid to the Town Manager shall be Two Hundred Eighty-Three Thousand Eight Hundred Fifty-One and 00/100 Dollars (\$283,851), which shall be paid periodically in the same manner as other employees of the Town are paid. Because this amount is at the top of the salary range for the Town Manager, the Town Manager shall also be granted a one-time payment of Nine Thousand Nine Hundred Ninety-Six and 51/100 Dollars (\$9,996.51), which amount is equal to the amount of the increase she would have received if she were not at the top of the salary range.

2. The Employment Agreement, First Amendment, Second Amendment, and Third Amendment are hereby amended to the extent provided in this Fourth Amendment.

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

TOWN COUNCIL OF THE TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Michelle Kivela
Town Manager



Request for Town Council Action

Date: November 20, 2023
Submitted By: David Aden, Traffic Division Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Replacement Traffic Signal and Lighting Infrastructure**
Amount: **\$182,500**
Contractor: **The M/H Companies**
Department: **Engineering and Public Works, David Aden**

EXECUTIVE SUMMARY

MH Companies is the sole Colorado source for the decorative lighting fixtures and poles used throughout downtown Parker and Parker's Trail system. Most items such as decorative poles and LED fixtures are small in individual value, but in aggregate the total to be purchased from MH Companies in 2023 exceeds \$100,000 and therefore requires Town Council approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lighting fixtures and decorative poles throughout the Town require routine replacement and upgrades. Pole replacement is typically needed due to unreported damage from vehicles or corrosion and to have spare equipment for emergency repairs. Lighting fixture upgrades are appropriate to replace older metal halide fixtures with higher efficiency LED lighting technology.

Each year, Traffic Services performs this work funded by the R+M Electric and Lighting Upgrades accounts. Typically, funding for purchased equipment from a single vendor in a calendar year does not exceed \$100,000. Carryover of available funds from 2022 to 2023 pushes the total needed for one vendor beyond the \$100,000 limit and therefore requires the approval of Town Council.

MH Companies is the sole Colorado source for the decorative lighting fixtures and poles used throughout downtown Parker and Parker's Trail system. Staff recommends continued purchases from MH Companies to maintain continuity of parts fitting together and uniform appearance with other lighting equipment already in use.

Total expenditures with MH Companies will not exceed \$182,500.

FINANCIAL IMPACT

Budget is currently allocated and available in 101-4312-3447 (R+M Electric), and 101-4312-3455 (Lighting Upgrades).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 20, 2023
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design**
Amount: **\$150,000**
Contractor: **Merge Resource Group Ltd.**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Merge Resource Group, Ltd., for preliminary design services of the Parker Road Sidewalks (Pine Drive to Stroh Road) project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Numerous gaps exist in the sidewalk/multi-use trail adjacent to Parker Road (State Highway 83). It has been a goal of the Town for over 20 years to complete this needed multi-modal infrastructure for both pedestrians and bicycles. Some of the existing gaps are anticipated to be eliminated as part of future/adjacent development, but the Town will need to address most of the gaps that remain. In the second half of 2022, a Denver Regional Council of Governments (DRCOG) multi-modal grant application for projects to receive Federal/State funding was completed. This section of sidewalk/trail was selected for partial construction funding in 2025.

This project includes two segments on the east side of Parker Road where there are currently gaps in the sidewalk. The first segment consists of a multi-use trail between Pine Drive and the existing multi-use trail that terminates at the Town of Parker open space property near the Pine Bluffs neighborhood. The second segment consists of a multi-use trail between the existing trail fronting the Big Tool Box property, crossing J. Morgan Blvd., and then connecting to the existing multi-use trail just south of Robinson Ranch.

Merge Resource Group, Ltd. was used for the conceptual design efforts that provided a baseline design and cost estimate for the DRCOG grant application. In June 2023, a Request for Qualifications was advertised and Merge Resource Group, Ltd. was selected as the most qualified consultant to complete the design for the project. The preliminary design services generally include: surveying, subsurface utility engineering, geotechnical investigation, conceptual design refinement, and preliminary design. The estimated duration of this effort is approximately 6 months. Additional design contracts will be needed to finalize the design and

for selected construction administration services. Construction is tentatively scheduled for Spring 2025.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 20, 2023
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Lemon Gulch Trail Improvements - Construction Management**
Amount: **\$142,997**
Contractor: **Felsburg, Holt & Ullevig**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This item is to award a professional services agreement for construction management services to Felsberg, Holt & Ullevig (FHU) for the Lemon Gulch Trail project (CIP22-035) in the amount of \$142,997.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on September 12, 2023, for the Lemon Gulch Trail Improvements (CIP22-035). This project will connect the Lemon Gulch Trail to the Cherry Creek Regional Trail at Stroh Soccer Park. Included with the improvements will be approximately 2,700 linear feet of trail, a 2,000 square yard sculpted concrete drop structure, earthwork, rip-rap, erosion control, and additional trail related improvements. Construction is tentatively scheduled to begin in November 2023 and completion is scheduled for October 2024.

This project requires construction management services, including but not limited to, project management, inspection, and material testing efforts; therefore, staff requested statements of qualifications from the Town's four prequalified construction management firms and FHU was selected. FHU has the qualifications, expertise, and available resources necessary to perform the work and has successfully completed work for the Town.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the Lemon Gulch Trail fund (203-4520-7826).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 20, 2023

Submitted By: Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **Police Station Audio Visual System Upgrade**

Amount: **\$188,054.67**

Contractor: **Conference Technologies Incorporated**

Department: **Police, Ron Combs**

EXECUTIVE SUMMARY

The Audio Visual (AV) system installed in the Police Station is thirteen (13) years old and is in need of a significant upgrade. The Department held numerous meetings with Crestron, a leading AV manufacturer, to discuss system needs. After these meetings, staff selected Conference Technologies Incorporated (CTI) for this project. CTI is a member of The Interlocal Purchasing System (TIPS). TIPS is a purchasing cooperative the Town is a member of and the terms and pricing of this contract are tied to the TIPS cooperative agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff selected Conference Technologies Incorporated (CTI) as the Integrator for this project, due to their partnership and experience with Crestron equipment as well as other top tier AV manufacturers. The Town has utilized CTI on other projects in the past.

The AV system currently installed in the Police Station is original and was installed in 2010. Due to the age of the components, there have been increasing failures of the equipment causing disruptions to presentations. Connectors and transport of AV data has changed over the last decade as well, limiting connection options for presenters who are utilizing newer options.

Many of the AV components and controls in the current system were manufactured by Crestron who is an industry leader in AV distribution and provides a flexible, scalable, and reliable platform. Additional equipment is provided by top manufacturers such as Epson, Biamp, Shure, etc. The integrator, CTI, is a Crestron partner who is a recommended installer and, as previously discussed, a member of the TIPS purchasing cooperative, who provides membership to government entities in all fifty states.

FINANCIAL IMPACT

The contract amount for the AV upgrade is \$188,054.67 and is based on the TIPS cooperative agreement.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 20, 2023

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

Reviewed By: Michelle Kivela, Town Manager

Title: **POPE PROPERTY ANNEXATION AND ZONING**

Applicant: David Brehm, Plan West

Location: Southwest corner of Twenty Mile Road and Dransfeldt

Department: Community Development, Stacey Nerger

TRAKiT No.: ANX22-009, Z22-032 & Z22-037

EXECUTIVE SUMMARY

The Town's Home Rule Charter (the Charter) and Land Development Ordinance (LDO) require property owners who wish to annex land into the Town to concurrently zone their properties for future use. The owner of a 38-acre property located in unincorporated Douglas County, known as the Pope property, has submitted an annexation petition to the Town and is proposing to zone this property into three (3) different zone districts: Open Space, Agricultural and Greater Downtown District - Market Center. The property is located in the Town's commercial core east of Cherry Creek and south of the Twenty Mile Road and Dransfeldt Road intersection.

The Town Council will hold a public hearing to consider the annexation petition, annexation agreement and proposed zoning of the subject property.

LDO Criteria for Review

The Town Council, in reviewing the zoning application, shall consider the following criteria in making its decision:

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

other services to the degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

State and Town Code Requirements

The applicant has submitted an annexation petition in accordance with the Colorado Municipal Annexation Act of 1965 (the Act), Title 31, Article 12, Part 1, C.R.S., for annexation of the subject property into the Town as described in the petition. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), referred the annexation petition to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required, without undue delay, to take appropriate steps to determine if the submitted annexation petition is in substantial compliance with the Act. Under Section 13.04.250(c) of the Town Code, the Town Council may determine the following:

1. The annexation petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. The annexation petition does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the annexation petition for a period of time not to exceed one hundred eighty (180) days.

Prior Review and Actions

1. On October 3, 2022, the Town Council approved Resolution No. 22-048 that determined the submitted annexation petition substantially complies with the Colorado Municipal Annexation Act of 1965 (the Act, § 31-12-107(1)) and which set a public hearing date of November 21, 2022 to determine eligibility for annexation into the Town.
2. On November 21, 2022, the Town Council approved Resolution No. 22-061 that determined the Pope property is eligible for annexation into the Town as provided by the Act. In addition, the annexation ordinance was scheduled for a public hearing of the Town Council on February 6, 2023.
3. On January 17, 2023, the Town Council approved the annexation ordinance on first reading with the public hearing for the ordinance scheduled on February 6, 2023.
4. On February 6, 2023, the Town Council continued the annexation ordinance public hearing to May 1, 2023 to allow the applicant additional time to negotiate the annexation agreement, complete the required inclusion into Parker Water and Sanitation District and process the required zoning application.
5. On May 1, 2023, the Town Council continued the annexation ordinance public hearing to July 17, 2023 to allow the applicant additional time to negotiate the annexation agreement, complete the required inclusion into Parker Water and Sanitation District and

process the required zoning application.

6. On July 17, 2023, the Town Council continued the annexation ordinance public hearing to October 16, 2023 to allow the applicant additional time to negotiate the annexation agreement, complete the required inclusion into Parker Water and Sanitation District and process the required zoning application.
7. The October 16, 2023 Town Council meeting was rescheduled to October 23, 2023. On October 23, 2023, the Town Council continued the annexation ordinance public hearing to November 20, 2023 to allow the applicant additional time to finalize the annexation agreement.

Summary of Proposal

The subject property, known as the Pope property, is an enclave parcel located in unincorporated Douglas County that is contiguous to the Town. The property has a total area of approximately 38 acres and is currently used as Flat Acres Farm, an "agritainment" and commercial recreation business.

The subject property fronts Twenty Mile Road and is bordered to the north by commercial uses at the Parker Valley Center (Target); to the south and west by the Cherry Creek open space and future Salisbury Park North; and to the east by commercial uses at FlatAcres Marketplace (Kohls). The property and adjacent areas in the Cherry Creek open space contain environmentally sensitive land including a 100-year floodplain and habitat for the Preble's Meadow Jumping Mouse, which is protected by the U.S. Endangered Species Act.

The Town surrounds the subject property and has identified it as a candidate for future annexation within its Municipal Planning Area (urban growth boundary). This is an existing land use policy recommendation supported by the annual Three-Mile Area Plan and the Parker 2035 Master Plan. It is also consistent with the Town's approach to annexation that prioritizes enclave parcels surrounded by the Town to promote orderly growth and rational service delivery.

The property owner is proposing to divide the 38-acre property into three (3) sections with different zoning as follows:

- **Western Section:** The western 9.2 acres of the property within the Cherry Creek 100-year floodplain, which includes Preble's Jumping Mouse habitat, will be zoned Open Space and dedicated to the Town.
- **Central Section:** The majority of the central section of the property consisting of approximately 11.791 acres will be zoned Agricultural and allow the applicant to continue the existing "agritainment" uses currently in operation.
- **Eastern Section:** The remainder, consisting of the upland central section and the area located east of the future Dransfeldt Road extension, has a total area of 17.48 acres and will be zoned to Greater Downtown District - Market Center. This zoning will permit future commercial use for retail, restaurants, services, etc.

The Parker 2035 Master Plan identifies the subject property as located in the Central Commercial and Medium Density Residential Districts as well as the Cherry Creek 100-year

floodplain. The Master Plan recommends a mix of uses in this area including commercial, open space and transportation use. The proposed rezoning has been prepared in accordance with the Master Plan as to permitted uses, zone district boundaries and development standards. Further, the Transportation Master Plan recommends the Dransfeldt Road extension through the subject property to expand the transportation system for greater vehicular, bicycle, and pedestrian mobility across Cherry Creek. The annexation petition and proposed zoning are therefore consistent with the Master Plan and its various elements.

The property owner's annexation has been submitted in accordance with the Act as described in the petition. Further, the Town has identified the Pope Property as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. The subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). The annexation petition and zoning application are being processed together because the Town Charter and Section 13.04.250 of the Town Code require concurrent annexation and zoning.

Annexation Agreement

Town staff and the Property Owner negotiated the terms of an annexation agreement, which would govern the annexation of the Property into the Town if approved by Town Council (the “Annexation Agreement” or “Agreement”). The Agreement outlines the responsibilities of both the Town and the Property Owner as development occurs onsite. The major terms of the Agreement include the Property Owners obligation to convey to the Town the right of way and easements necessary for the construction of that portion of Dransfeldt Road on the property.

Planning Commission Review

The Planning Commission held a public hearing for the proposed zoning application on November 9, 2023 and voted unanimously to recommend that the Town Council approve the zoning.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Pope Property Annexation Vicinity Map
3. Pope Annexation Map
4. Pope Zoning Map
5. FlatAcres Open Space Zoning Map
6. FlatAcres Agriculture Zoning Map
7. PC Staff Report

8. Ordinance No. 2.282
9. Ordinance No. 3.364
10. Ordinance No. 3.365
11. Ordinance No. 3.366
12. Ordinance No. 3.367
13. Ordinance No. 3.368
14. Pope Property Annexation Agreement

RECOMMENDED MOTION

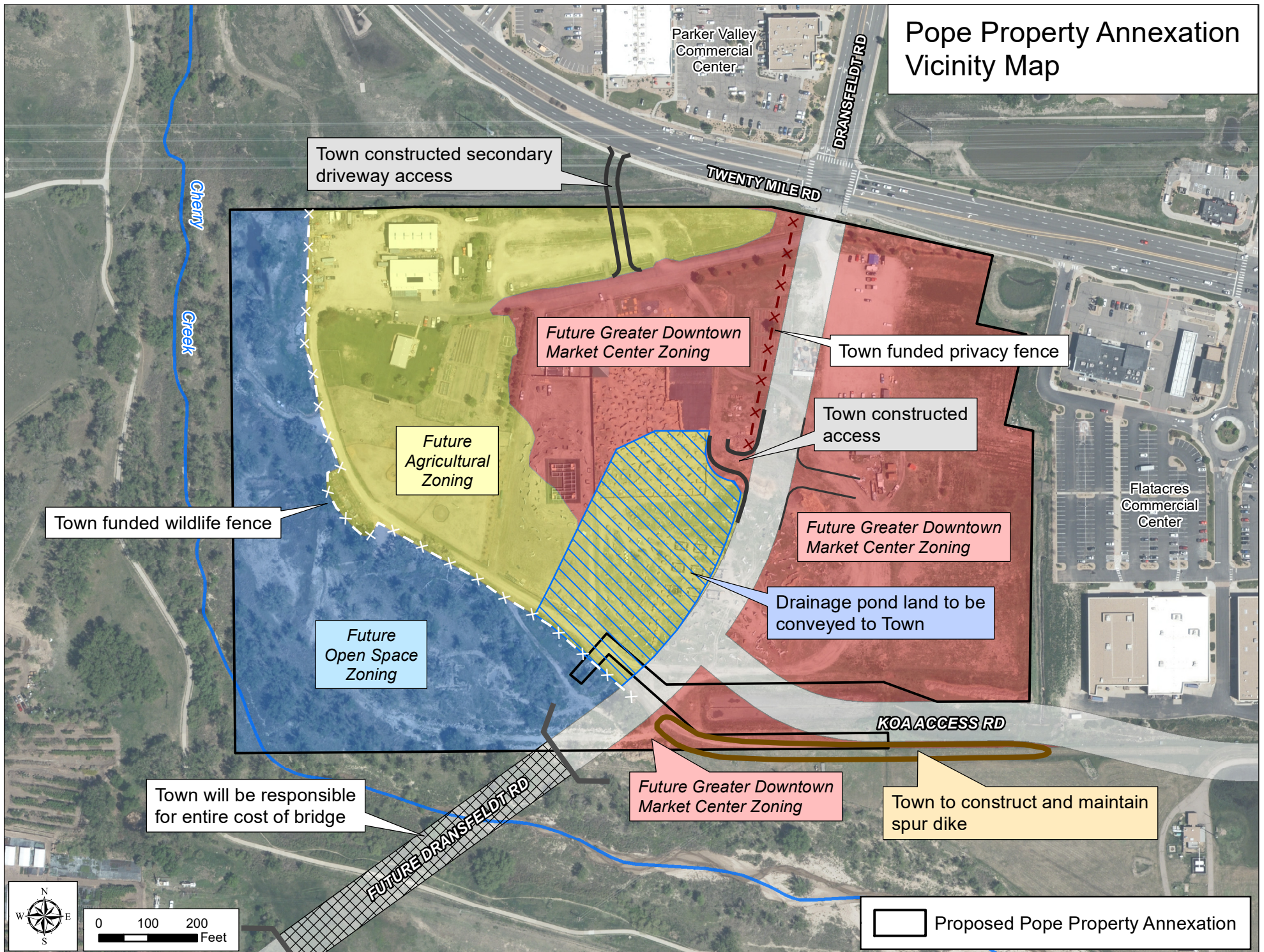
1. I move to approve Ordinance No. 2.282 on second reading.
2. I move to approve Ordinance No. 3.364 on second reading.
3. I move to approve Ordinance No. 3.365 on second reading.
4. I move to approve Ordinance No. 3.366 on second reading.
5. I move to approve Ordinance No. 3.367 on second reading.
6. I move to approve Ordinance No. 3.368 on second reading.
7. I move to approve the Annexation Agreement for Pope Property Phase II

Pope Property

Annexation and Zoning



Pope Property Annexation Vicinity Map



A PARCEL LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



TOTAL PERIMETER = 6,876.47'
CONTIGUOUS PERIMETER = 6,876.47'
1/6 TOTAL PERIMETER = 1,146.08'

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22;
THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET;
THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°20'54" EAST, A DISTANCE OF 1,091.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TWENTY MILE ROAD, AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED FEBRUARY 12, 1999, IN BOOK 1668, PAGE 50, IN THE OFFICE THE CLERK AND RECORDER OF SAID COUNTY;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 466.50 FEET TO THE NORTHWESTERLY CORNER OF TRACT B, FLATACRES MARKETCENTER, PER PLAT RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467, IN SAID OFFICE OF THE CLERK AND RECORDER;
THENCE ALONG THE WESTERLY, SOUTHERLY AND NORTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING 15 COURSES:

- 1) SOUTH 12°09'43" WEST, A DISTANCE OF 141.39 FEET;
- 2) SOUTH 77°50'17" EAST, A DISTANCE OF 103.64 FEET;
- 3) SOUTH 12°09'26" WEST, A DISTANCE OF 190.51 FEET;
- 4) SOUTH 77°50'34" EAST, A DISTANCE OF 59.58 FEET;
- 5) SOUTH 00°26'44" EAST, A DISTANCE OF 554.32 FEET;
- 6) SOUTH 89°34'32" WEST, A DISTANCE OF 188.02 FEET;
- 7) NORTH 70°20'27" WEST, A DISTANCE OF 116.48 FEET;
- 8) SOUTH 89°33'42" WEST, A DISTANCE OF 444.37 FEET;
- 9) NORTH 49°20'42" WEST, A DISTANCE OF 163.19 FEET;
- 10) SOUTH 40°39'19" WEST, A DISTANCE OF 112.51 FEET;
- 11) SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;
- 12) NORTH 40°39'19" EAST, A DISTANCE OF 82.51 FEET;
- 13) SOUTH 49°20'42" EAST, A DISTANCE OF 250.94 FEET;
- 14) NORTH 89°33'42" EAST, A DISTANCE OF 385.67 FEET;
- 15) SOUTH 01°20'26" EAST, A DISTANCE OF 40.07 FEET TO THE SOUTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°33'16" WEST, A DISTANCE OF 1,343.96 FEET TO THE **POINT OF BEGINNING**.

1. BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR NORTH 00°35'20" WEST.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

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

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

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

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



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

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

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

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

COUNTY CLERK AND RECORDER



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1899
www.aztecconsultants.com

POPE PROPERTY ANNEXATION
S 1/2 SW 1/4 SEC. 22, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
PREPARED FOR

TOWN OF PARKER
20120 E. MAINSTREET, PARKER, CO 80138

SHEET
1
OF 1 SHEETS
24922-13
JOB NO.

A - AGRICULTURAL DISTRICT
(DOUGLAS COUNTY)

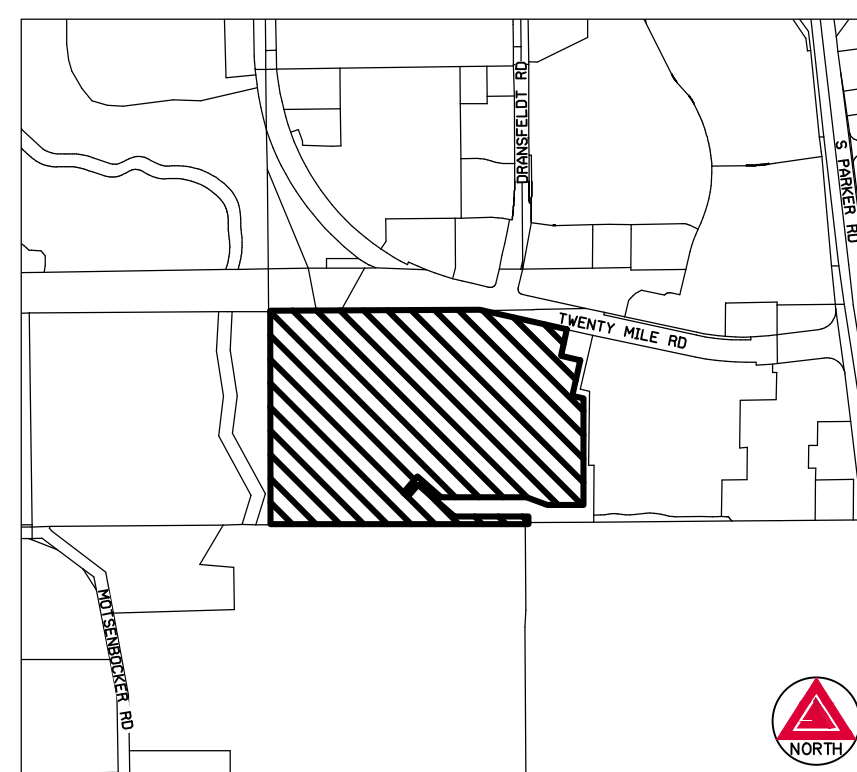
A - AGRICULTURAL DISTRICT
(TOWN OF PARKER)

D - GREATER DOWNTOWN MARKET CENTER DISTRICT
(TOWN OF PARKER)

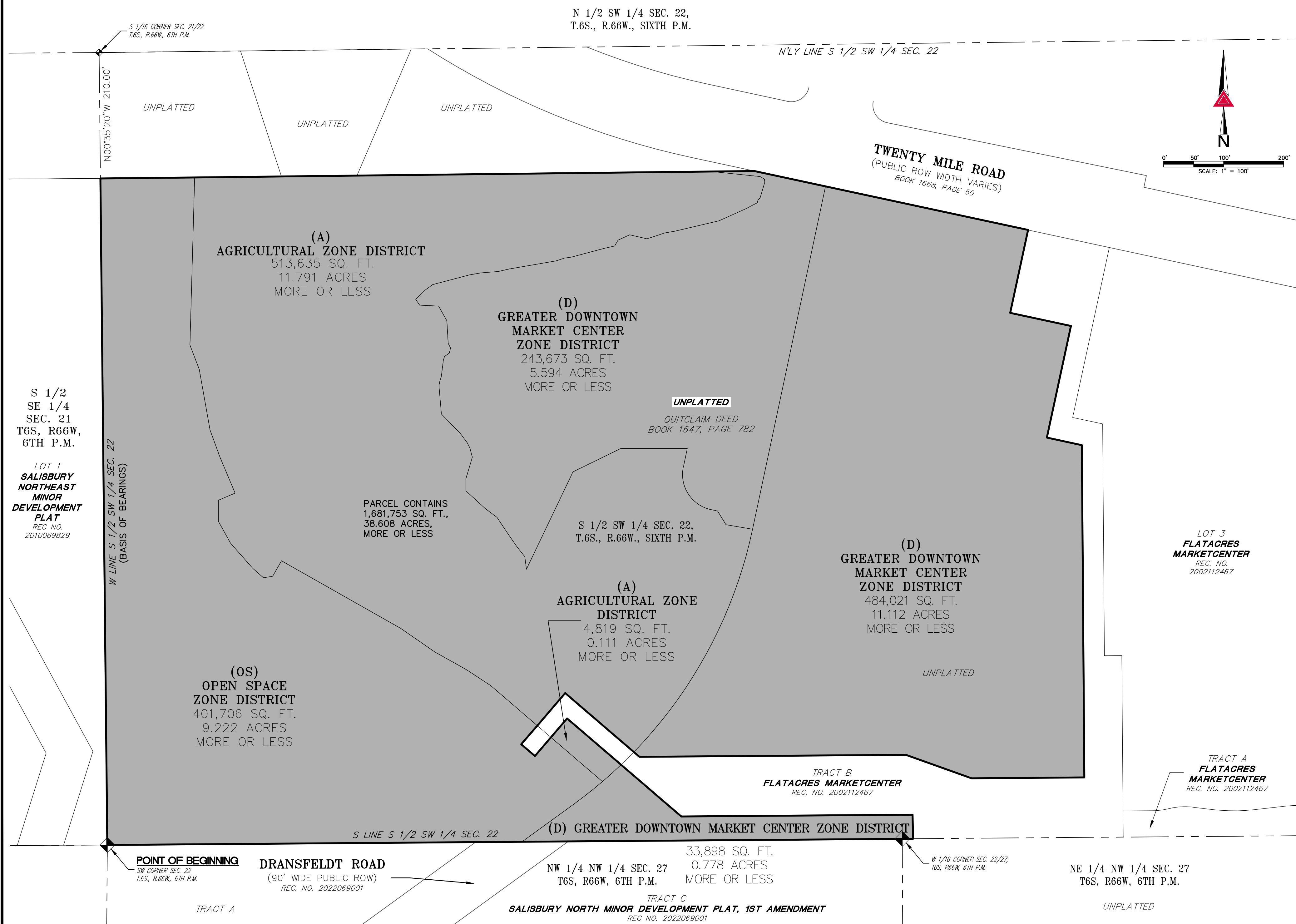
OS - OPEN SPACE DISTRICT
(TOWN OF PARKER)

ZONE DISTRICT	ACRES	SQUARE FEET
OPEN SPACE	9.222	401,706
AGRICULTURE	11.902	518,454
GREATER DOWNTOWN – MARKET CENTER	17.484	761,593

 ZONING PARCEL BOUNDARY
 LOT OR PARCEL LINE
 RIGHT-OF-WAY LINE



VICINITY MAP
SCALE 1" = 1000'



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22;
THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET;
THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°20'54" EAST, A DISTANCE OF 1,091.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TWENTY MILE ROAD, AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED FEBRUARY 12, 1999, IN BOOK 1668, PAGE 50, IN THE OFFICE THE CLERK AND RECORDER OF SAID COUNTY;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 466.90 FEET TO THE NORTHERLY RIGHT-OF-WAY OF 16.34 ACRES MARKET CENTER, PER PLAT RECORDED OCTOBER 25, 2002 A RECEPTION NO. 2002112467, IN SAID OFFICE OF THE CLERK AND RECORDER;
THENCE ALONG THE WESTERLY, SOUTHERLY AND NORTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING 15 COURSES:

- 1) SOUTH 12°09'43" WEST, A DISTANCE OF 141.39 FEET;
- 2) SOUTH 77°50'17" EAST, A DISTANCE OF 103.64 FEET;
- 3) SOUTH 12°09'26" WEST, A DISTANCE OF 190.51 FEET;
- 4) SOUTH 77°50'34" EAST, A DISTANCE OF 59.58 FEET;
- 5) SOUTH 00°26'44" EAST, A DISTANCE OF 554.32 FEET;
- 6) SOUTH 89°34'32" WEST, A DISTANCE OF 188.02 FEET;
- 7) NORTH 70°20'27" WEST, A DISTANCE OF 116.48 FEET;
- 8) SOUTH 89°33'42" WEST, A DISTANCE OF 444.37 FEET;
- 9) NORTH 49°20'42" WEST, A DISTANCE OF 163.19 FEET;
- 10) SOUTH 40°39'18" WEST, A DISTANCE OF 112.51 FEET;
- 11) SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;
- 12) NORTH 40°39'18" EAST, A DISTANCE OF 82.51 FEET;
- 13) SOUTH 49°20'42" EAST, A DISTANCE OF 250.94 FEET;
- 14) NORTH 89°33'42" EAST, A DISTANCE OF 385.67 FEET;
- 15) SOUTH 01°20'26" EAST, A DISTANCE OF 40.07 FEET TO THE SOUTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°33'16" WEST, A DISTANCE OF 1,343.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,681,753 SQ. FT. OR 38.608 ACRES, MORE OR LESS.

1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR NORTH 00°35'20" WEST.

2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THIS ZONING MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
4. THIS ZONING MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

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

COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF _____, 2023, FOR THE PROPERTY DESCRIBED ABOVE. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

I, BRADY J. MOORHEAD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER.

BRADY J. MOORHEAD
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

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

DAY OF _____ 2023 A.D., AT _____ A.M./P.M. AND WAS

RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

[illegible]

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



AZTEC
CONSULTANTS, INC.

POPE PROPERTY ZONING MAP
SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

TOWN OF PARKER, PUBLIC WORKS DEPARTMENT
20120 EAST MAIN STREET. PARKER, CO 80138

SHEET
ONE
1 SHEETS

24922-13
JOB NO.

FLATACRES OPEN SPACE ZONING MAP

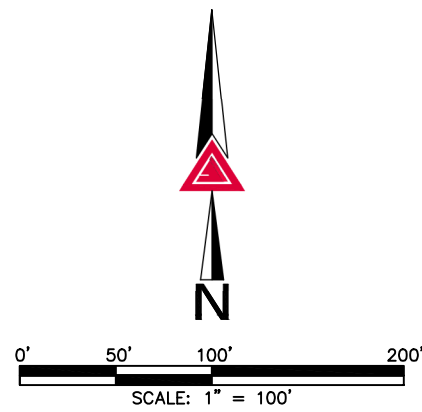
A PARCEL LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING ZONING

A – GREATER DOWNTOWN DISTRICT – MARKET CENTER
(TOWN OF PARKER)

PROPOSED ZONING

OS – OPEN SPACE DISTRICT
(TOWN OF PARKER)



LEGEND	
	ZONING PARCEL BOUNDARY
	LOT OR PARCEL LINE
	RIGHT-OF-WAY LINE



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 MOST WESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT B, NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. NORTH 49°20'42" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.028 ACRES, (1,230 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. BEARINGS ARE BASED ON THE NORTHWESTERLY BOUNDARY OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 ASSUMED TO BEAR NORTH 40°39'18" EAST.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THIS ZONING MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
4. THIS ZONING MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PLANNING COMMISSION CERTIFICATE

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

COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2023, FOR THE PROPERTY DESCRIBED ABOVE. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER.

BRADY J. MOORHEAD
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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CLERK AND RECORDER'S CERTIFICATE

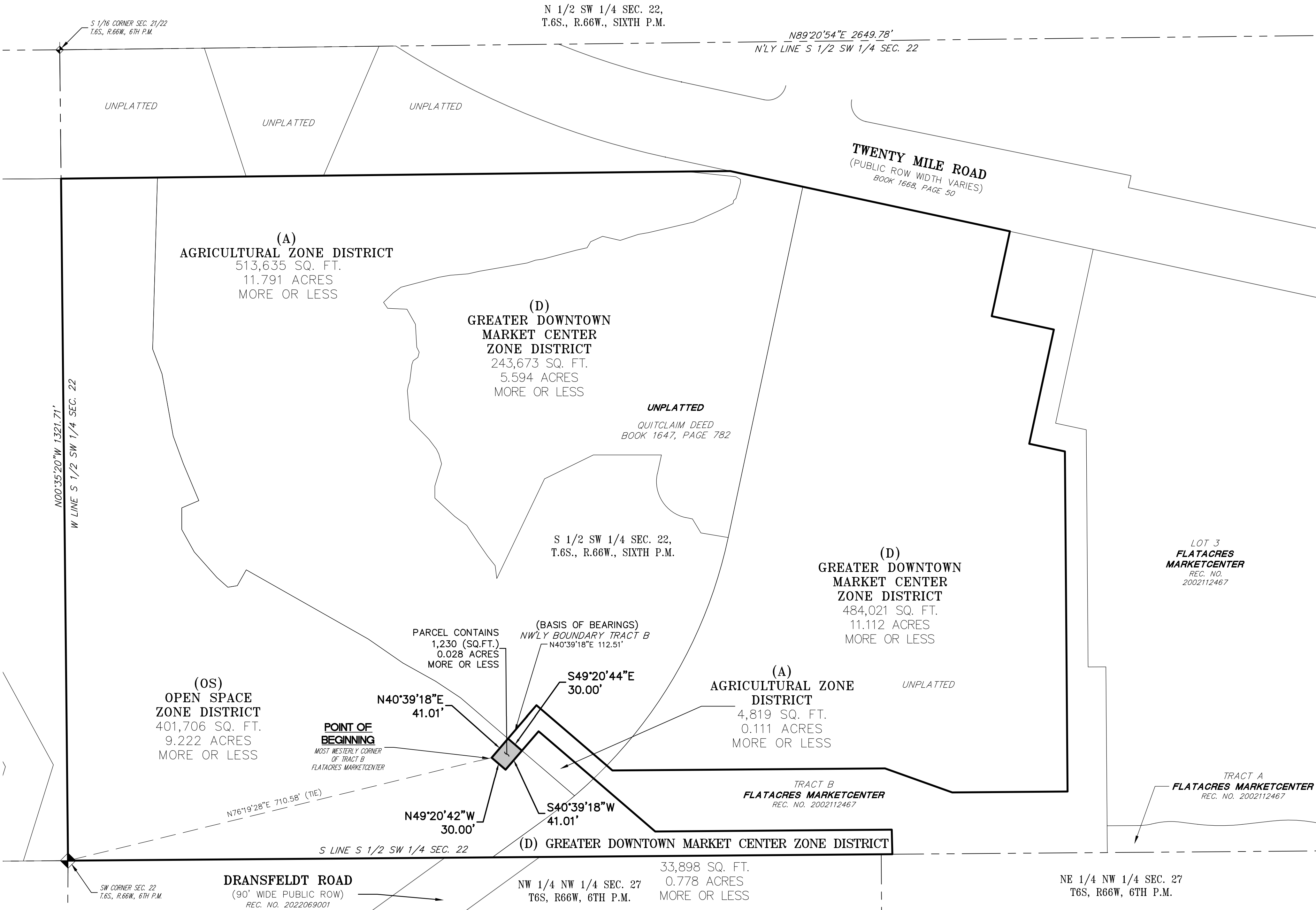
STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

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

DAY OF _____, 2023 A.D., AT _____ A.M./P.M. AND WAS

RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER



SCALE 1" = 100'	DATE 11/7/2023
BY B.J.M.	REVISION DESCRIPTION
DATE	DATE

FLATACRES OPEN SPACE ZONING MAP
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.

PREPARED FOR
TOWN OF PARKER, PUBLIC WORKS DEPARTMENT
20120 EAST MAIN STREET, PARKER, CO 80138

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

AZTEC
CONSULTANTS, INC.

SHEET
ONE

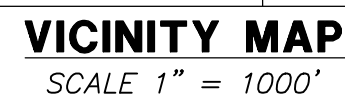
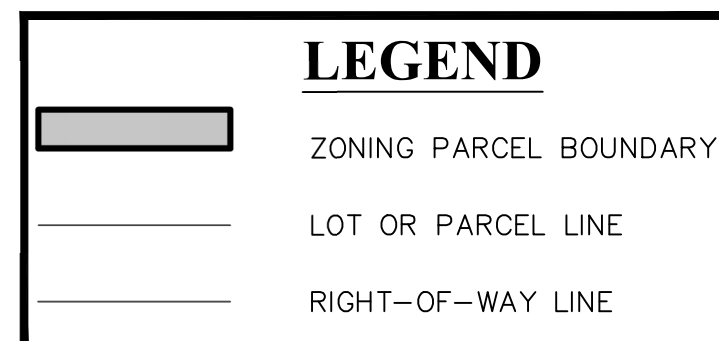
OF 1 SHEETS

24922-13
JOB NO.

A PARCEL LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

A - GREATER DOWNTOWN DISTRICT - MARKET CENTER
(TOWN OF PARKER)

A - AGRICULTURAL DISTRICT
(TOWN OF PARKER)



A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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:

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING THREE (3) COURSES:

1. NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING;
2. NORTH 40°39'18" EAST, A DISTANCE OF 71.50 FEET;
3. SOUTH 49°20'42" EAST, A DISTANCE OF 150.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 45°54'50" WEST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°15'47", AN ARC LENGTH OF 30.10 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 49°20'42" WEST, A DISTANCE OF 118.58 FEET;
2. SOUTH 40°39'18" WEST, A DISTANCE OF 41.50 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 49°20'44" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,741 SQUARE FEET OR 0.132 ACRES, MORE OR LESS.

1. BEARINGS ARE BASED ON THE NORTHWESTERLY BOUNDARY OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 ASSUMED TO BEAR NORTH 40°39'18" EAST.

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COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

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MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

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BRADY J. MOORHEAD
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION
AND BELIEF.

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

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

DAY OF _____ 2023 A.D., AT _____ A.M./P.M. AND WAS

RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

[illegible]

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



AZIET
CONSULTANTS, INC.

**FLAT 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO**

TOWN OF PARKER, PUBLIC WORKS DEPARTMENT
20120 EAST MAIN STREET, PARKER, CO 80138

SHEET
ONE
1 SHEETS

24922-13



Planning Commission Staff Report

Planning Commission Date: 11/9/2023

Town Council Date: 11/20/2023

Hearing Type: Public Hearing
Pope Property – Zoning
TRAKiT No: Z22-032 and Z22-037

Location: The site is located south of the intersection of Twenty Mile and Dransfeldt Road.

Project Planner: Stacey Nerger, Senior Planner

Applicant: David Brehm, Plan West

Executive Summary: The applicant is proposing to zone an approximate 38-acre property to three zone districts: Open Space (9.2 acres), Agriculture (11.791 acres) and Greater Downtown Market Center (17.484 acres). In addition, rezoning of a small portion of property to Open Space and Agricultural from the Greater Downtown District Market Center. These proposed zonings are in conjunction with a proposed annexation.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Pope Property Zoning of approximately 9.2 acres to Open Space.”

“I move the Planning Commission recommend Town Council approve the Pope Property Zoning of approximately 11.791 acres to Agricultural.”

“I move the Planning Commission recommend Town Council approve the Pope Property Zoning of approximately 17.484 acres to Greater Downtown District Market Center.”

ALTERNATIVE MOTIONS

Approval with Conditions

“I move the Planning Commission recommend Town Council approve the Pope Property zoning request of approximately 9.2 acres to Open Space, subject to the following conditions:”

-List proposed conditions

"I move the Planning Commission recommend Town Council approve the Pope Property zoning request of approximately 11.791 acres to Agricultural, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council approve the Pope Property zoning request of approximately 17.484 acres to Greater Downtown District Market Center, subject to the following conditions:"

-List proposed conditions

Denial

"I move the Planning Commission recommend Town Council deny the Pope Property zoning of approximately 9.2 acres to Open Space 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 recommend Town Council deny the Pope Property zoning of approximately 11.791 acres to Agricultural 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 recommend Town Council deny the Pope Property zoning of approximately 17.484 acres to Greater Downtown District Market Center as the request does not meet the following approval criteria:"

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

Continue

"I move the Planning Commission vote to continue the Pope Property zoning of approximately 9.2 acres to Open Space to a future date."

"I move the Planning Commission vote to continue the Pope Property zoning of approximately 11.791 acres to Agricultural to a future date."

"I move the Planning Commission vote to continue the Pope Property zoning of approximately 17.484 acres to Greater Downtown District Market Center to a future date."

I. BACKGROUND/DISCUSSION

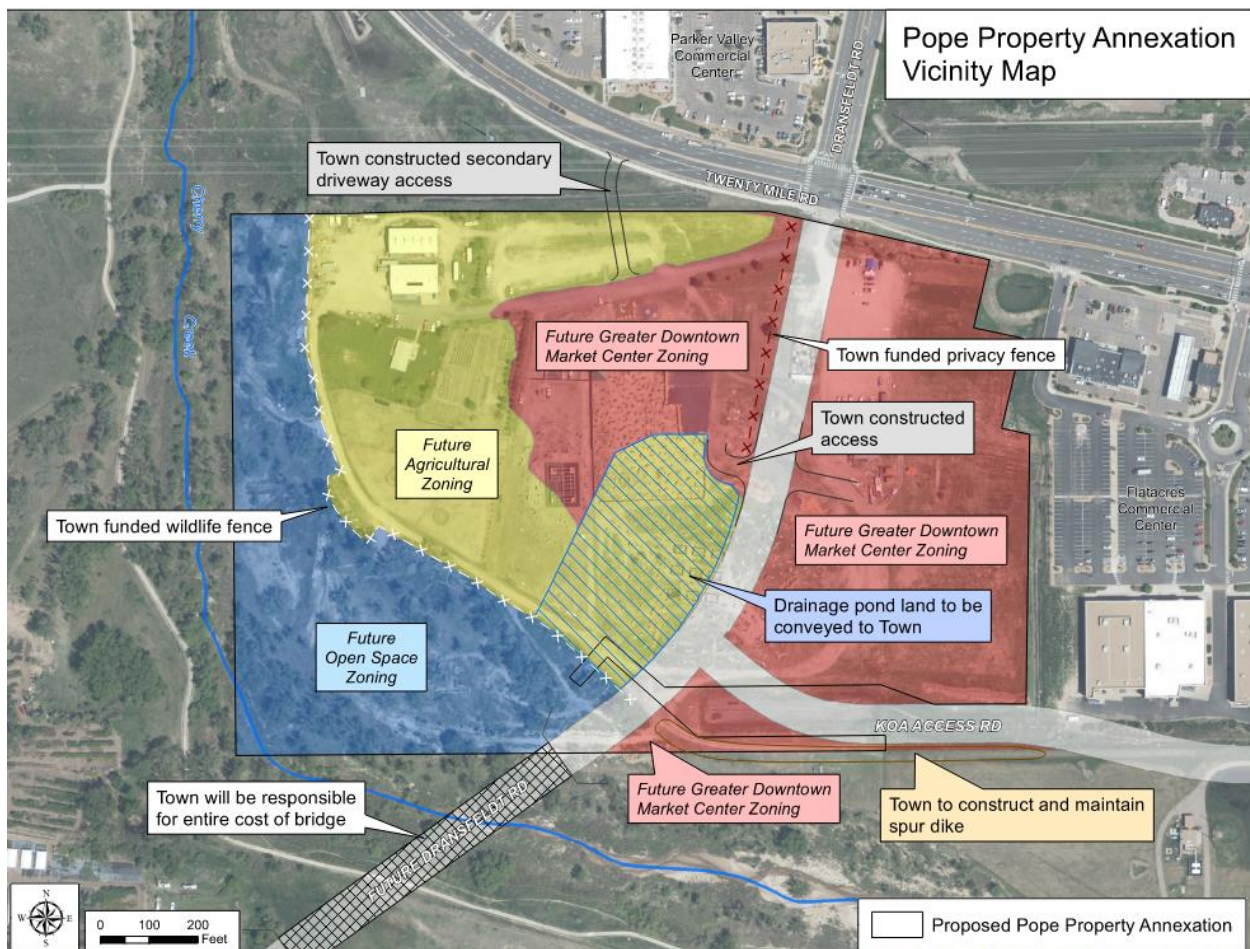
The subject property, known as the Pope property, is an enclave parcel located in unincorporated Douglas County that is contiguous to the Town. The property is approximately 38 acres in total and is currently used as Flat Acres Farm, an "agritainment" and commercial recreation business.

The subject property fronts Twenty Mile Road and is bordered to the north by commercial uses at the Parker Valley Center (Target); to the south and west by Cherry Creek open space and future Salisbury Park North; and to the east by commercial uses at FlatAcres Marketplace (Kohls). The property and adjacent areas in the Cherry Creek open space contain environmentally sensitive land including a 100-year floodplain and habitat for the Preble's Meadow Jumping Mouse, which is protected by the U.S. Endangered Species Act.

The Town surrounds the subject property and has identified it as a candidate for future annexation within its Municipal Planning Area (urban growth boundary). This is an existing land use policy recommendation supported by the annual Three-Mile Area Plan and the Parker 2035 Master Plan.

The applicant is proposing to divide the 38-acre property into three (3) zone districts.

- Open Space zoning – 9.2 acres on the western section of the property along Cherry Creek (blue in the graphic below);
- Agricultural – 11.791 acres in the central section of the property and will allow the applicant to continue those "agritainment" uses currently in operation (yellow in the graphic below); and
- Greater Downtown District Market Center - 17.484 acres consisting of an additional central portion of the property and the remaining section to the east of the future Dransfeldt Road extension (red in the graphic below).



The Parker 2035 Master Plan identifies the property as Central Commercial, Medium Density Residential and 100-year floodplain and recommends commercial and open space uses. Further, the Transportation Master Plan recommends the Dransfeldt Road extension through the subject property to expand the transportation system for greater vehicular, bicycle and pedestrian mobility across Cherry Creek.

The Annexation Petition was submitted in accordance with the Colorado Municipal Annexation act of 1965, Title 31, Article 12, Part 1, C.R.S., for annexation of the subject land into the Town as described in the Petition.

The Town has identified the Pope Property as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). A need exists for zoning of the subject property because the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occurs concurrently with annexation requests.

Two small properties associated with this rezoning are already in the Town. These parcels are currently zoned Greater Downtown District Market Center. One of the properties will be rezoned to Open Space (0.028 acres) and the other to Agricultural (0.132 acres).

The annexation and zoning fulfill the Town of Parker goal of actively pursuing annexations to allow for continuity of services within the Parker 2035 Master Plan's Planning Area.

Vicinity Map



II. PRIOR ACTIONS

N/A

III. CURRENT SITE DATA

Existing Zoning	Douglas County A - Agricultural One		
	GD - Greater Downtown District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Central Commercial - Medium Density Residential		
Site Acreage	38 acres		
Subdivision	N/A		
Existing Use	The property is currently used as Flat Acres Farm, an "agritainment" and commercial recreation business.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	GD - Greater Downtown District Market Center	Parker Valley Center (Target, Walmart, Home Depot)
South	Medium Density Residential	Public Facilities District	Salsbury Park North
East	Central Commercial	GD - Greater Downtown District Market Center	Flat Acres Marketplace (Kohls)
West	Medium Density Residential	Public Facilities District	Cherry Creek Open Space

IV. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial and Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Central Commercial District:</u> This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate. <u>Medium Density Residential:</u> Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.C

	Land Use 1.D Land Use 1.E Land Use 1.H Jobs and Economic Vitality 2.B Jobs and Economic Vitality 2.E Transportation 2 Natural Resource Protection 1.C
Staff Analysis	The project proposes to rezone the property from agriculture within Unincorporated Douglas County into three zone districts. In addition, there are two small properties associated with this rezoning that are already in the Town. These parcels are currently zoned Greater Downtown District Market Center. The western part of the property within the Cherry Creek floodway is proposed to be zoned Open Space. This section of the property is located within the Cherry Creek Floodway and Riparian Habitat. This property will be dedicated to the Town of Parker. The central portion of the property will be zoned Agriculture and will allow the applicant to continue to operate their business on site. The Town of Parker is proposing to bisect the property with the construction of Dransfeldt Road that will connect across Cherry Creek to Motsenbocker Road. The construction of the road will require changes to the Cherry Creek floodplain which will benefit the property owner in removing a substantial portion of the property from the floodplain. All areas of the property that will be removed from the floodplain will be zoned Greater Downtown District Market Center. This zoning will allow for additional commercial area. Areas recommended for Medium Density Residential are overlaid by the 100-year floodplain. The Open Space, Trails and Greenways Master Plan recommends that floodplains and Preble's Jumping Mouse habitat be preserved as open space. The annexation and zoning fulfill the Town of Parker goal of actively pursuing annexations to allow for continuity of services within the Parker 2035 Master Plan's Planning Area.

	Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
--	---

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Open Space, Trails and Greenways Master Plan Choose an item.
Policies/Guidelines/Strategies	Meets the vision and goals of the Plan Choose an item.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Open Space, Trails and Greenways Master Plan recommends the preservation of open space and trail corridors for future generations. In particular the Plan recommends the preservation of floodplains, floodways and Preble's Jumping Mouse Habitat. The proposed Open Space is adjacent to Town owned open space to the west and south to enhance and expand areas already preserved by the Town. The subject property will dedicate a portion of the Cherry Creek Floodway and Riparian Corridor to the Town of Parker and zone this property Open Space. The property to be zoned open space meets many of the criteria for open space set forth in the Plan.

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Transportation Master Plan Choose an item.
Policies/Guidelines/Strategies	Meets the six Transportation Master Plan policies Choose an item.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Dransfeldt Road extension is identified within the Transportation Master Plan. The Annexation of this property into the Town will grant the right of way and easements necessary to build this extension. As the road is constructed, a substantial portion of the subject property will be removed from the floodplain which will allow for commercial development. The Annexation and zoning of this property will allow for this key infrastructure to be constructed.

VI. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Within the Medium Density Residential designation 3.5 units per acre. Because this portion of the area is floodplain and Preble's Jumping Mouse habitat, the Open Space Trails and Greenways Master Plan recommends the area be preserved as open space. Residential uses are not supported in the Central Commercial Character Area.	None	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Medium Density: Residential housing, agricultural uses and open space for areas within the floodplain and Preble's Jumping Mouse habitat. Central Commercial: convenient retail, personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted and higher density residential uses	A mix of commercial uses are proposed.	☒ Consistent ☐ Inconsistent ☐ No Change

Height/Stories	N/A. The Master Plan does not speak to height.	Four (4) stories or sixty (60) feet	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with The Parker 2035 Master Plan.		

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular access for the proposed development will be provided via the Dransfeldt Road extension and bridge that the Town will construct across the property. The Dransfeldt Road extension will connect to the existing Dransfeldt Road at Twenty Mile, south through the subject property, over Cherry Creek and connect to Motsenbocker Road.

At the time of development, the applicant will be required to construct any permitted access points and improvements necessary to support the development.

VIII. APPROVAL CRITERIA REZONING

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

Zoning the Pope Family Property to Market Center has been part of the Town's master plan to provide additional retail and commercial as an expansion of the existing Market Center zoning to the east. Adding a new Modified Agricultural (Agritainment) zone district supports the Town's goal for diversity of uses to provide family-oriented attractions and entertainment.

Staff Analysis

A need exists for the annexation and zoning of the subject property because the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code require that zoning occur concurrently with annexation requests and, the project will:

1. Provide adequate opportunities for expansion of the Town's economic and tax base.
2. Support infill development that is consistent with existing commercial development surrounding the subject property.
3. Allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and
4. Promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.
5. Preserve environmentally sensitive lands along the Cherry Creek corridor.

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

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

Applicant's Response

The Dransfeldt Road alignment defines the areas to be zoned. The proposed floodplain defines the allowable uses.

Staff Analysis

The property is within unincorporated Douglas County. The subject property is completely surrounded by the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's "Planning Area Boundary." Specifically, the subject property is located within the Central Commercial and Medium Density Residential Character Areas as designated by the Parker 2035 General Land Use Plan. The area surrounding the subject site currently provides commercial services to the Town of Parker and surrounding residents.

In addition, with the construction of the Dransfeldt Road extension across Cherry Creek, a portion of the property will be removed from the floodplain, creating the developable land that is adjacent to property zoned Greater Downtown District Market Center. The site also includes environmentally sensitive areas to be preserved through the Open Space zoning.

The subject property has been identified as property to be annexed, zoned and developed in the Town for commercial uses; therefore, the subject property is appropriate for commercial development.

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

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

Staff Analysis

The purpose of this application is not to correct an error in the original zoning; therefore, this factor is not applicable.

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

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

Applicant's Response

The new Dransfeldt Road will be a significant change to the area that justifies modifying the floodplain and will facilitate the opportunity for commercial, retail and an alternative entertainment venue in the Town.

Staff Analysis

The Parker 2035 Master Plan directs future zonings of unincorporated lands within the Planning Area and requests for rezonings of existing properties already annexed in the Town. The Denver Metropolitan area is home to 2.8 million people today and another million people are expected in the metro area by 2035. Parker and the surrounding areas will continue to receive a share of this growth over the next 20 years. In addition, there has been significant residential growth to the south and in Douglas County. These neighborhoods will need commercial services. In addition, with the construction of the Dransfeldt Road extension, a significant portion of this property will be removed from the floodplain. This allows this portion of the property to be developed in a similar way to the surrounding commercial development.

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

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

Applicant's Response

The new Dransfeldt Road and other improvements will provide adequate access and safe circulation to the proposed planning areas.

Staff Analysis

The extension of Dransfeldt Road will not only provide access to the subject property, but will provide additional access to the entire regional shopping area. At the time of development, the applicant will be required to construct all traffic improvements necessary for the development to ensure adequate circulation.

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

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

Applicant's Response

Municipal services are available and adequate to support the development allowed with the rezoning.

Staff Analysis

Any construction on the subject properties will be considered private and will be privately maintained. As evidenced by the inclusion of the subject property in the Town's Planning Area, the Town is prepared to meet the additional municipal service costs associated with the subject property.

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

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

Applicant's Response

Almost 30% of the Pope Family Property is proposed to be dedicated as open space to the Town to protect the Cherry Creek natural environment and wildlife habitat.

Staff Analysis

The subject property currently consists of Cherry Creek Floodway and Riparian Area. Through the proposed Zoning the portion of the property within the floodway and Riparian Area, approximately 9.2 acres, will be dedicated to the Town of Parker for ownership, maintenance and conservation. The subject property is surrounded by urbanized areas and will be required to meet all Town environmental standards as set forth in the Land Development Ordinance, such review will occur during the subdivision and Site Plan processes. As a part of this review, site improvements will be required to be designed to ensure that any environmental impacts are mitigated.

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

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

Applicant's Response

The proposed land uses meet and exceed the Town's Master Plan. See the above for examples on how the Master Plan's Guiding Principles are met.

Staff Analysis

As detailed in Section IV of this staff report, the proposed zoning to allow for the expansion of the Greater Downtown District Market Center, new Agricultural zoning area and the new Open Space zoning to preserve the environmentally sensitive portion of the property are consistent with the Parker 2035 Master Plan.

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

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

Applicant's Response

All services are available to serve the retail and commercial uses allowed with the rezoning.

Staff Analysis

The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties.

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

I. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Zoning Comments
Parker Engineering	No Comment
Aztec Consultants	No Comment
Parker Building	Approved. Building has no comments for this zoning application.
Fire Life Safety	Approved.
Douglas County Assessor's Office	No Comment
Douglas County Planning	No Comment
Douglas County School District	It is our understanding that the proposed zoning districts are non-residential zoning districts that are intended to facilitate retail, commercial, agriculturally based entertainment, and open space uses. Considering this, Douglas County School District has no comments on the proposal at this time as the development is not anticipated to generate students.
Parker Police	No Comment
PSCO	PSCO has no objection to the proposed rezone contingent upon the district's ability to maintain all existing rights.
CORE	Approved. The applicant will be required to convert the existing overhead electric facilities to underground per the Town of Parker regulations. The cost will be at the burden of the applicant.
CenturyLink	No Comment
Comcast	No Comment
Parker Water and Sanitation District	Approved. Please note we will not allow any PWSD utilities to be installed on the property until this project is fully included into PWSD and water rights have been deeded to us. PWSD will also need an agreement in place for the agriculture zoned area before we agree to any utility construction for the whole property.
Town of Parker Comprehensive Planning	The property is described in the Parker 2035 Master Plan as floodplain adjacent to the Central Commercial Character Area. The Central Commercial area recommends retail, commercial services, lodging and entertainment. The proposed Agricultural zoning, once amended for agritainment uses, would align with the Parker 2035 Master Plan.
Town of Parker Economic Development	No Comment

IX. CONCLUSION

Staff has reviewed the proposing establish three zonings for the 38-acre property located south of the intersection of Twenty Mile Road and Dransfeldt Road. The proposal is to establish the following:

- Open Space zoning – 9.2 acres on the western section of the property along Cherry Creek;
- Agricultural – 11.791 acres in the central section of the property and will allow the applicant to continue those "agritainment" uses currently in operation; and
- Greater Downtown District Market Center - 17.484 acres consisting of an additional central portion of the property and the remaining section to the east of the future Dransfeldt Road extension.
- Two small properties associated with this rezoning are already in the Town. These parcels are currently zoned Greater Downtown District Market Center. One of the properties will be rezoned to Open Space (0.028 acres) and the other to Agricultural (0.132 acres).

Staff has reviewed the above proposed rezonings and believes that the proposed zoning is consistent with the Parker 2035 Master Plan and the Land Development Ordinance.

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

X. ATTACHMENTS

1. Pope Property Zoning Map
2. FlatAcres Rezoning Map – Open Space
3. FlatAcres Rezoning Map - Agriculture

Report Approved By: Bryce Matthews, Assistant Director, Planning

ORDINANCE NO. 2.282, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE POPE PROPERTY IN DOUGLAS COUNTY

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

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

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

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

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

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

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

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

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

Legal Description

FLATACRES MARKETCENTER #2 ANNEXATION AND ZONING

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°07'48"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1111.96 FEET; THENCE N89°48'03"E A DISTANCE OF 1090.40 FEET TO A POINT THE SOUTH RIGHT-OF-WAY OF 20 MILE ROAD AS DESCRIBED IN BOOK 1668, PAGE 50 AND BOOK 1653, PAGE 1126 AT THE OFFICE THE CLERK AND RECORDER OF DOUGLAS COUNTY; THENCE S77°23'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 466.68 FEET TO THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467; THENCE ALONG SAID TRACT B THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES; 1.) S12°36'10"W A DISTANCE OF 141.39 FEET; 2.) THENCE S77°23'50"E A DISTANCE OF 103.64 FEET; 3.) THENCE S12°35'53"W A DISTANCE OF 190.51 FEET; 4.) THENCE S77°24'07"E A DISTANCE OF 59.58 FEET; 5.) THENCE S00°00'17"E A DISTANCE OF 554.32 FEET; 6.) THENCE N89°59'01"W A DISTANCE OF 188.02 FEET; 7.) THENCE N69°54'00"W A DISTANCE OF 116.48 FEET; 8.) THENCE N89°59'51"W A DISTANCE OF 444.37 FEET; 9.) THENCE N48°54'15"W A DISTANCE OF 163.19 FEET; 10.) THENCE S41°05'45"W A DISTANCE OF 112.51 FEET; 11.) THENCE S48°54'15"E A DISTANCE OF 30.00 FEET; 12.) THENCE N41°05'45"E A DISTANCE OF 82.51 FEET; 13.) THENCE S48°54'15"E A DISTANCE OF 250.94 FEET; 14.) THENCE S89°59'51"E A DISTANCE OF 385.67 FEET; 15.) THENCE S00°53'59"E A DISTANCE OF 40.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE S89°59'43"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1343.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.602 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, WHICH BEARS N00°13'15"W AND BEING MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # ILLEGIBLE IN RANGE BOX AT THE CENTER QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 9133 AT THE SOUTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT 2

ANNEXATION AGREEMENT FOR POPE PROPERTY PHASE II

THIS ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this _____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), Parker Water and Sanitation District (the "District") (only as to Paragraph 3), and Denver Pope Family Limited Partnership, its successors and assigns (the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, which is attached hereto and incorporated by this reference.

B. The Property Owner agrees to have the Property annexed to the Town to help facilitate the Dransfeldt Road Improvements, as more fully described in Paragraph 8, below.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

D. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3), and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

(1) The Property Owner and the Town have mutually executed and delivered this Agreement.

(2) The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Town Charter.

(3) No legal challenge to the Town's approval of the annexation, this Agreement, or the zoning approvals set forth in Subparagraph 4.a below, including,

but not limited to, appeals pursuant to C.R.S. § 31-12-116 and Colorado Rules of Civil Procedure 106(a)(4) or a referendum pursuant to Section 14.3 of the Town Charter, has been brought within the applicable period(s) for such challenge(s).

(4) The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in Subparagraph 1.a of this Agreement have been fully satisfied, within ten (10) days after the legal challenge period described in Subparagraph 1.a(3) of this Agreement expires and no legal challenge has been brought within the applicable period(s) for such challenge(s).

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon the annexation and prospective development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Parker Land Development Ordinance and the Parker Municipal Code, as amended.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property. Notwithstanding the Intergovernmental Service Agreement between the Town of Parker and the Parker Water and Sanitation District dated September 24, 1990, the District shall be under no obligation to include the Property into the boundaries of the District and regardless of the annexation of the Property by the Town, no development (including, but not limited to, platting, site plan, and building permits) shall occur until the Property has been included into the District. The District agrees that the uses which exist on the Property as of the date of this Agreement shall be allowed to continue.

4. Zoning and Development.

a. The Property Owner hereby consents to the Town Council of the Town of Parker adopting: (i) Ordinance No. 3.364, Series of 2023, zoning that portion of the Property described in **Exhibit B-1**, attached hereto and incorporated by this reference, as "GD-Greater Downtown District (Market Center)," (ii) Ordinance No. 3.365, Series of 2023, zoning that portion of the Property described in **Exhibit B-2**, attached hereto and incorporated by this reference, as "A-Agricultural;" and (iii) Ordinance No. 3.366, Series

of 2023, zoning that portion of the Property described in **Exhibit B-3**, attached hereto and incorporated by this reference, as “OS-Open Space,” contemporaneously with the approval of this Agreement. The Property Owner acknowledges and agrees that the zoning of the Property does not include any approval related to the grading of the Property. The Property Owner further acknowledges and agrees that any grading or development of the Property is subject to the requirements contained within the Parker Municipal Code, as amended.

b. Town Fees. The Property Owner shall have no liability or responsibility relating to the expenses and fees, including the administrative and review expenses of the Town, and the expenses and fees associated with engineering, surveying, and legal services rendered in connection with the Town’s review of the annexation and initial zoning of the Property. The Property Owner agrees to pay all fees associated with any development of the Property and applications therefor, including but not limited to platting, site development plan and building permits, or development, as established by Town ordinance at the time this Agreement is executed and such additional impact fees as may be in effect at the time of development of the Property (as evidenced by plat approval) so long as said additional impact fees are assessed or adopted Town-wide, except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town-wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner and the Town acknowledge and agree that the dedication of a portion of the Property described in Paragraph 10.d of this Agreement to the Town, which will be zoned “OS-Open Space,” contemporaneously with the approval of this Agreement as provided in Paragraph 4.a of this Agreement, is a condition to the annexation of the Property into the Town. The Property Owner and the Town further agree that in the event the Town has any law, ordinance, rule or regulation that requires dedication of open space in connection with future development of the Property, the property dedicated as Open Space pursuant to this Paragraph 5 shall be credited against any future dedication, and the Property Owner will not be required to make any further open space dedications for any future development on the Property.

6. School Mitigation Plan. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a contribution to the Douglas County School District No. RE-1 (the "School District") for school mitigation (the "School Mitigation Fee") and a school land dedication or in-lieu fee (the “School Land Dedication”) for any residential development. The Town acknowledges and agrees that if the Property is developed without residential uses, the Property Owner will have no obligation to pay a School Mitigation Fee or the School Land Dedication to the School District. The Property Owner acknowledges and agrees that the Town may require the payment of a School Mitigation Fee and the School Land Dedication, as determined by the School District, as a condition to any development that results in residential uses on the Property.

7. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a payment of a "Deficit Reduction Fee" to the Town to off-set the impact to the Town's General Fund as the result of the annexation. The Town

acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be fiscally neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any development that results in residential uses on the Property, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time such change in zoning is initiated by the Property Owner, as described herein.

8. Dransfeldt Road Improvements to be Paid for by the Property Owner.

a. Reimbursement Obligation. The Property Owner shall reimburse the Town for the actual cost to design and construct, in accordance with Town standards, that portion of Dransfeldt Road to be constructed on the Property as a full nonresidential collector ("Dransfeldt Road"), as defined in the Town of Parker Roadway Design and Construction Manual ("Roadway Manual"), including curb, gutter, streetscape, drainage improvements, eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual as determined by the Town, prior to the first building permit for the Property in an amount not to exceed One Million Nine Hundred Sixty Thousand Six Hundred Five Dollars and Ninety-Six Cents (\$1,960,605.96) (the "Dransfeldt Road Reimbursement Obligation"). The amount of the Dransfeldt Road Reimbursement Obligation shall increase annually commencing on the date on which the improvements are completed and open for use by the public, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Dransfeldt Road Reimbursement Obligation shall not include the cost to design and construct that portion of the bridge structure located on the Property and described in **Exhibit C**, attached hereto and incorporated by this reference, which cost shall be paid by the Town.

b. Forgiveness of Dransfeldt Road Reimbursement Obligation. If the Property Owner develops that portion of the Property east of Dransfeldt Road as identified in Exhibit B-1 within ten (10) years from the time of probationary acceptance of Dransfeldt Road with one (1) or more commercial buildings, with a collective gross floor area of not less than 75,000 square feet and a minimum threshold of fifty percent (50%) of leasable space as retail sales-tax generating businesses, as evidenced by executed letters of intent with tenants and/or operators occupying the commercial buildings referenced herein, the Property Owner shall be released from its obligation to pay the Town the Dransfeldt Road Reimbursement Obligation.

c. Participation in Shopping Center or Tax and Fee Assistance Program. Upon either full payment of the Dransfeldt Road Reimbursement Obligation to the Town or forgiveness of that obligation pursuant to the terms of subparagraph 8.b., above, the Property Owner may apply to participate in either the Town's Shopping Center Assistance Program, as described in Chapter 4.10 of the Parker Municipal Code (the "SCAP") or the Tax and Fee Assistance Program, as described in Chapter 4.02 of the Parker Municipal Code (the "TAP" and the TAP and SCAP may each be referred to as the "Program") in order to utilize the enhanced sales taxes to pay for additional qualifying public improvements, provided that the Program or its equivalent exists at the time the Property

Owner desires to apply to such Program. If the Property Owner is successfully approved by Town Council to participate in either the TAP or the SCAP because it determines, in its sole discretion, that the Property Owner complies with the Program's requirements and meets the criteria set forth in the Code, the Property Owner may utilize its portion of the shared sales taxes and fees to satisfy its reimbursement obligations for other public or public-related improvements as provided in the Program agreement approved by Town Council. For purposes of clarity, if the Property Owner satisfies the conditions for forgiveness of the Dransfeldt Road Reimbursement Obligation pursuant to subparagraph 8(b), above, and the Property Owner is approved to participate in either the SCAP or the TAP, the Property Owner's portion of the shared sales taxes and fees shall first be applied to the amount of the Dransfeldt Road Reimbursement Obligation prior to those taxes and fees being applied to other public or public related improvements. The Town shall not share any taxes or fees until the taxes and fees, as applicable, from the Program surpass the amount of the Dransfeldt Road Reimbursement Obligation.

9. Payment of Costs Related to KOA Access Road.

a. The Parties acknowledge and agree that the southern boundary of the Property is adjacent to a parcel of real property commonly known as the "KOA Property," which is described in **Exhibit D**, which is attached hereto and incorporated by this reference. The Parties further acknowledge that the future development of the KOA Property will require the construction of an access road that will connect Parker Road to Dransfeldt Road (the "KOA Access Road"). As discussed in Paragraph 10.c, below, Property Owner will convey to the Town the right-of-way and easements for the construction, maintenance and operation of that portion of the KOA Access Road that will be located on the Property and Tracts A and B and Lot 3 of the Final Plat for the FlatAcres MarketCenter (the "MC-Access Road"). The owner of the KOA Property will be responsible for conveying to the Town the right-of-way and easements that are necessary for the construction, maintenance and operation of that portion of the KOA Access Road located on the KOA Property (the "VB-Access Road"). Together, the MC-Access Road and the VB-Access Road, include all of the right-of-way and easements required for the construction, maintenance and operation of the KOA Access Road in its entirety.

b. The Town shall be responsible for the design and construction, including the cost thereof, for the initial MC-Access Road embankment to serve as a spur dike until such time as that portion of the Property east of Dransfeldt Road described in **Exhibit B-1** is developed (the "Spur Dike"). As discussed in Paragraph 10.c., below, the Property Owner will grant the Town a slope easement for the MC-Access Road. Additional embankment may be necessary with the construction of the KOA Access Road, depending on the final design of the KOA Access Road (the "Additional Embankment"). The Town shall have no obligation to design or construct the KOA Access Road, the MC-Access Road, the VB-Access Road, or Additional Embankment or to pay the costs thereof.

c. The Town and Property Owner agree that Property Owner has no obligation to design or construct the MC-Access Road or the Additional Embankment, unless the construction of the MC-Access Road is necessary to provide access to the Property and/or

Tracts A and B, and Lot 3, of the Final Plat for FlatAcres MarketCenter (the “Market Center Property”).

d. In the event that the Property Owner constructs the MC-Access Road, the Town will use best efforts to require the owner of the KOA Property at the time of the development of the KOA Property to reimburse the Property Owner for fifty percent (50%) of the cost to design and construct the MC-Access Road.

e. In the event the owner of the KOA Property constructs the KOA Access Road, the Town as a condition of approval of any development plans for the KOA Property, will require: 1) that the owner of the KOA Property design and construct, at its sole cost, 100% of the VB-Access Road; 2) that the owner of the KOA Property design and construct of 100% of the MC-Access Road; and 3) the Property and/or Market Center Property are provided access to the KOA Access Road (with any connection to the KOA Access Road from the Market Center Property side at the sole expense of the owner of the Property/Market Center Property), provided that the owner of the Property and/or Market Center Property reimburse the owner of the KOA Property for fifty percent (50%) of the cost to design and construct the MC-Access Road.

10. Land Dedication. The Property Owner shall convey at no cost to the Town the following real property, free of debris (such as mechanical equipment, fences, and temporary structures, but not including vegetation and gravel or paved driveways or paths), and free and clear of all liens and encumbrances, according to the terms and conditions described below:

a. Dransfeldt Road. The real property described in **Exhibit E**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as **Exhibit E**), free and clear of all liens and encumbrances, to construct the Dransfeldt Road Improvements, at the time of the recordation of this Agreement.

b. Dransfeldt Road Easements. (i) The slope easement described in **Exhibit F-1**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (ii) the drainage easement described in **Exhibit F-2**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (iii) and the temporary construction easement described in **Exhibit F-3**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement.

c. MC-Access Road to Dransfeldt Road. (i) The real property described in **Exhibit G-1**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as Exhibit G-1), free and clear of all liens and encumbrances, for the MC-Access Road, which real property includes the necessary right-of-way for a nonresidential collector, as defined in the Town of Parker Roadway Design and Construction Criteria Manual, prior to the first building permit for the real property east of Dransfeldt Road described in **Exhibit B-1** or December 31, 2025, whichever occurs first, (ii) the slope easement described in **Exhibit G-2**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (iii) the temporary construction easement described in **Exhibit G-3**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, and (iv)

additional easements from the Market Center Property (the “Additional Easements”), that are necessary to construct the MC-Access Road, including, but not limited to slope, drainage, and construction easements, as reasonably determined by the Town, in accordance with duly-adopted Town standards that may also be required and will be identified at the time of final design of the MC-Access Road. The conveyance of the Additional Easements shall be made upon thirty (30) days’ written notice of the Town to the Property Owner. The Property Owner shall continue to maintain existing landscaping within the MC-Access and the Additional Easements until the MC-Access Road is constructed. The Property Owner may construct a temporary turnaround area within the MC-Access Road right-of-way, subject to the Town of Parker Roadway Design and Construction Criteria Manual and the International Fire Code, as adopted by reference in the Parker Municipal Code, until such time as the VB-Access Road is constructed and open to the public. A portion of the temporary turnaround area may be located on adjacent real property owned by the Property Owner; provided that the Town is granted easements necessary of the operation and maintenance of the temporary turnaround area as part of a Town owned and operated right-of-way as determined by the Town.

d. Cherry Creek Floodway/Preble’s Jumping Mouse Habitat. (i) The real property described in **Exhibit H-1**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as **Exhibit H**), free and clear of all liens and encumbrances, which real property is comprised of the Cherry Creek floodway and Preble’s jumping mouse habitat, at the time of the recordation of this Agreement (the “Protected Property”); and (ii) the temporary construction easement described in **Exhibit H-2**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement. The Town shall construct a fence, at the Town’s expense, to delineate the boundary of the Protected Property (the “Boundary Fence”), as generally described on the vicinity map, which is attached hereto as **Exhibit I**, and incorporated by this reference. The Boundary Fence will be the standard plan CDOT wire fence Number M-607-1, which consists of 4-strand barbless wire fence with wooden posts.

e. Drainage Pond. (i) The real property described in **Exhibit J-1**, which is attached hereto and incorporated by this reference (the “Drainage Pond”), by special warranty deed (which deed is also attached as **Exhibit J-1**), free and clear of all liens and encumbrances, at the time of the recordation of this Agreement, (ii) the drainage pond outfall easement described in **Exhibit J-2**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement, (iii) the driveway access easement described in **Exhibit J-3**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement, and (iv) the temporary construction easement described in **Exhibit J-4**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement. The Town will design, construct, own and maintain the Drainage Pond.

f. Temporary Drainage Easement. The Temporary Drainage Easement described in **Exhibit K**, which is attached hereto and incorporated by this reference (the “Temporary Drainage Easement”), at the time of the recordation of this Agreement. The Temporary Drainage Easement will convey stormwater flows from the real property

described in the “Annexation Agreement For Pope Property Phase I,” dated July 1, 2002, and recorded at Reception No. 2002112464 in the real property records of the Douglas County Clerk and Records Office, to Dransfeldt Road, until such time as the platting process for the Property eliminates the need for the Temporary Drainage Easement. The Town will work with Property Owner to execute any documents necessary to evidence the release of this easement.

g. FlatAcres Center Remnant Parcels. The real property described in **Exhibits L-1 and L-2**, which are attached hereto and incorporated by this reference, by special warranty deed, free and clear of all liens and encumbrances (the “Remnant Parcels”), at the time of the recordation of this Agreement.

11. Driveway Access.

a. Primary Driveway Access. The Property Owner shall have a private driveway on Dransfeldt Road for full movement access to Property Owner’s property (the “Primary Driveway”). The Primary Driveway is depicted on **Exhibit M-1**, which is attached hereto and incorporated by this reference, and will connect to the existing driveway located on the real property described in **Exhibit B-2**. The Primary Driveway will be constructed by the Town, at the Town’s expense, with four (4) inches of hot mix asphalt (“HMA”) pavement over eight (8) inches of aggregate base course (“ABC”) meeting Colorado Department of Transportation Class 6 specifications.

b. Secondary Driveway Access. The Property Owner shall have a private driveway on Twenty-Mile Road for right in and right out access to Property Owner’s property (the “Secondary Driveway”). The Secondary Driveway is depicted on **Exhibit M-2**, which is attached hereto and incorporated by this reference, and will connect to the existing driveway located on the real property described in **Exhibit B-2**. The Secondary Driveway will be constructed by the Town, at the Town’s expense, as a gravel road, with an eight-inch (8”) thickness of aggregate base course meeting Colorado Department of Transportation Class 6 specifications. The Town will pave, at the Town’s expense, fifty (50) feet of the Secondary Driveway, with a starting point behind the sidewalk along Twenty Mile Road. This paved section of the Secondary Driveway will consist of four (4) inches of HMA pavement over eight (8) inches of ABC meeting Colorado Department of Transportation Class 6 specifications.

c. Use of Secondary Driveway Access. Use of the Secondary Driveway access will be limited to traffic generated by the operational uses permitted by the Agricultural zoning district and not open to the general public, and the Property Owner will keep the Secondary Driveway access on Twenty-Mile Road gated when not in use until the agricultural use is abandoned on that portion of the Property west of Dransfeldt Road described in **Exhibits B-1 and B-2** and the Property west of Dransfeldt Road described in **Exhibit B-1** is subsequently used for a purpose consistent with the current zoning on the Property at the time of abandonment, at which time the Town will permit the Secondary Driveway access to be used for secondary or emergency access for the Property west of Dransfeldt Road described in **Exhibit B-1**, so long as the Property Owner improves the

Secondary Driveway, and Twenty-Mile Road as necessary, to meet the standards of the Roadway Design and Construction Manual of the Town for such use.

12. Privacy Fence. The Town shall construct, at the Town's expense, a six-foot-tall privacy fence along the west side of Dransfeldt Road, from the future Dransfeldt Road driveway into the Property to the future Twenty Mile Road intersection, as generally described on the vicinity map attached hereto as **Exhibit I**, to provide visual screening for a portion of the Property west of Dransfeldt Road described in **Exhibit B-1** (the "Privacy Fence"). A detail of the Privacy Fence to be constructed by the Town is attached as **Exhibit N** and incorporated by this reference. The Privacy Fence shall be constructed with the Dransfeldt Road Improvements.

13. Irrigation Well. The Town acknowledges the existence of an operational irrigation well on the real property east of Dransfeldt Road described in **Exhibit B-1**. During the construction of the Dransfeldt Road Improvements, the Town will use best efforts to minimize any disruption of water service from the well. The Town will install, at the Town's expense, four (4) 6-inch PVC future use utility sleeves to permit the continued operation of the well and irrigation of that portion of the Property described in **Exhibits B-1** and **B-2**.

14. Release of Drainage Pond Easement. Upon the Town's completion of the Drainage Pond, as described in Paragraph 10.e, the Town will release any and all easements pertaining to the drainage pond currently located on Tract B FlatAcres MarketCenter, which is owned by the Property Owner. The Town will work with Property Owner to execute all documents necessary to evidence the release of any easements encumbering the property relating to the drainage pond currently on the Property.

15. Dedication Standards. In every instance where this Agreement states that Property Owner shall convey certain property Free and Clear of All Liens and Encumbrances, the phrase "Free and Clear of All Liens and Encumbrances" shall be construed to mean that the conveyance may be subject to utility easements and similar encumbrances which are not inconsistent with the intended use of the property being conveyed, and are reasonably acceptable to the party to whom the property is required to be conveyed.

16. Reconveyance and Expiration of Easements. In the event that the Property Owner conveys or has conveyed any slope or drainage easements to the Town in connection with the construction of any roads or the Temporary Easement described herein, the Town shall reconvey to the Property Owner such easements when development grading by the Property Owner during the platting process eliminates the need for such slope and drainage easements or the Temporary Easement is no longer necessary. In the event that the Property Owner conveys any temporary construction easements to the Town, such easements shall expire by their terms.

17. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations.

18. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of the ordinance described in Paragraph 4.a. of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinances described in Paragraph 4.a. of this Agreement. If the Town fails to adopt the ordinance described in Paragraph 4.a. of this Agreement, then this Agreement shall not go into effect.

19. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town. The Property Owner acknowledges and agrees that the vesting of property rights in the Town is governed by Section 13.01.110 of the Parker Municipal Code, as amended.

20. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

21. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

22. Termination. If Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, are not approved as provided by Paragraph 4.a. of this Agreement, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

23. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

24. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the effective date of Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, as described in Paragraph 4.a. of this Agreement.

25. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

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

To the Town: Director of Engineering/Public Works
Town of Parker
20120 East Mainstreet
Parker, CO 80138

To the Property Owner: Denver Pope Family Limited Partnership
Attn: Mike Smith
11321 Dransfeldt Road
Parker, CO 80134

29. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, as described in Paragraph 4.a. of this Agreement.

30. Recitals. The recitals to this Agreement are incorporated herein by this reference.

31. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH #3 ONLY)

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

ATTEST:

Maleia Good

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B-1	GD-Greater Downtown District (Market Center) zoning for the Property
Exhibit B-2	A-Agricultural zoning for the Property
Exhibit B-3	OS-Open Space zoning for the Property
Exhibit C	Description of Bridge Structure on the Property
Exhibit D	Legal Description for the KOA Property
Exhibit E	Special Warranty Deed for Dransfeldt Road across the Property
Exhibit F-1	Slope Easement for Dransfeldt Road
Exhibit F-2	Drainage Easement for Dransfeldt Road
Exhibit F-3	Construction Easement for Dransfeldt Road
Exhibit G-1	Special Warranty Deed for MC-Access Road
Exhibit G-2	Slope Easement for MC-Access Road
Exhibit G-3	Construction Easement for MC-Access Road
Exhibit H-1	Special Warranty Deed for the Flood Plain/Preble's Jumping Mouse Habitat
Exhibit H-2	Construction Easement for the Flood Plain/Preble's Jumping Mouse Habitat
Exhibit I	Vicinity Map for Privacy Fence and Boundary Fence
Exhibit J-1	Special Warranty Deed for the Drainage Pond
Exhibit J-2	Drainage Easement for Drainage Pond Outfall
Exhibit J-3	Driveway Access Easement
Exhibit J-4	Construction Easement for Drainage Pond
Exhibit K	Temporary Drainage Easement to convey storm flows
Exhibit L-1	Special Warranty Deed for the Remnant Parcel
Exhibit L-2	Special Warranty Deed for the Remnant Parcel
Exhibit M-1	Primary Driveway Access Twenty Mile Road Description
Exhibit M-2	Secondary Driveway Access Twenty Mile Road Description
Exhibit N	Detail of Privacy Fence

EXHIBIT A

Legal Description of the Property

FLATACRES MARKETCENTER #2 ANNEXATION AND ZONING

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°07'48"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1111.96 FEET; THENCE N89°48'03"E A DISTANCE OF 1090.40 FEET TO A POINT THE SOUTH RIGHT-OF-WAY OF 20 MILE ROAD AS DESCRIBED IN BOOK 1668, PAGE 50 AND BOOK 1653, PAGE 1126 AT THE OFFICE THE CLERK AND RECORDER OF DOUGLAS COUNTY; THENCE S77°23'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 466.68 FEET TO THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467; THENCE ALONG SAID TRACT B THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES; 1.) S12°36'10"W A DISTANCE OF 141.39 FEET; 2.) THENCE S77°23'50"E A DISTANCE OF 103.64 FEET; 3.) THENCE S12°35'53"W A DISTANCE OF 190.51 FEET; 4.) THENCE S77°24'07"E A DISTANCE OF 59.58 FEET; 5.) THENCE S00°00'17"E A DISTANCE OF 554.32 FEET; 6.) THENCE N89°59'01"W A DISTANCE OF 188.02 FEET; 7.) THENCE N69°54'00"W A DISTANCE OF 116.48 FEET; 8.) THENCE N89°59'51"W A DISTANCE OF 444.37 FEET; 9.) THENCE N48°54'15"W A DISTANCE OF 163.19 FEET; 10.) THENCE S41°05'45"W A DISTANCE OF 112.51 FEET; 11.) THENCE S48°54'15"E A DISTANCE OF 30.00 FEET; 12.) THENCE N41°05'45"E A DISTANCE OF 82.51 FEET; 13.) THENCE S48°54'15"E A DISTANCE OF 250.94 FEET; 14.) THENCE S89°59'51"E A DISTANCE OF 385.67 FEET; 15.) THENCE S00°53'59"E A DISTANCE OF 40.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE S89°59'43"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1343.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.602 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, WHICH BEARS N00°13'15"W AND BEING MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP PLS # ILLEGIBLE IN RANGE BOX AT THE CENTER QUARTER CORNER AND A FOUND 3 1/4" ALUMINUM CAP PLS # 9133 AT THE SOUTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT B-1

GD-Greater Downtown District (Market Center) zoning for the Property

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B, FLATACRES MARKETCENTER, RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, SOUTH 89°33'16" WEST, A DISTANCE OF 350.47 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SOUTH 89°33'16" WEST, A DISTANCE OF 652.26 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'24" EAST, A DISTANCE OF 107.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'28", AN ARC LENGTH OF 101.84 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

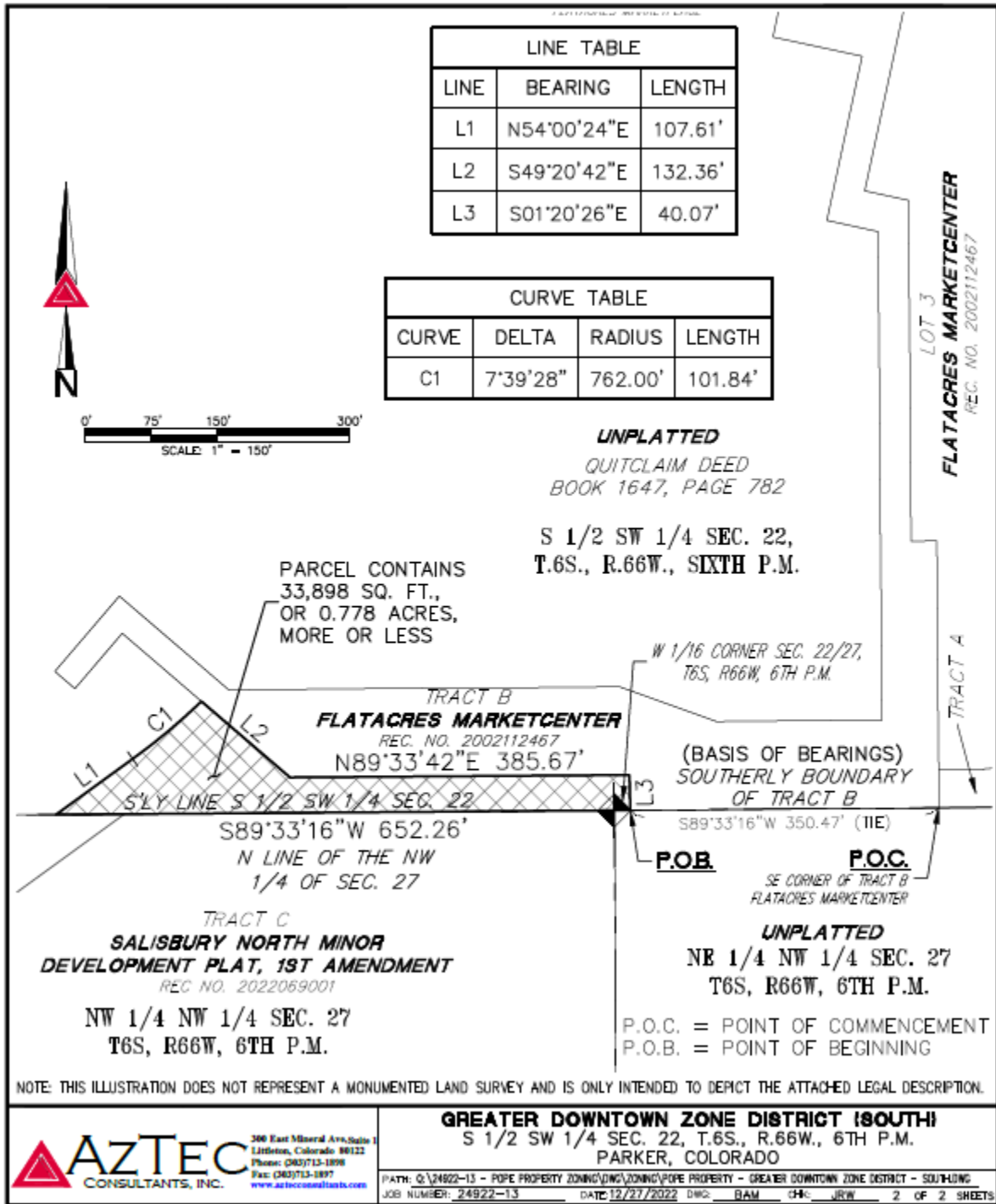
THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 49°20'42" EAST, A DISTANCE OF 132.36 FEET;
2. NORTH 89°33'42" EAST, A DISTANCE OF 385.67 FEET;
3. SOUTH 01°20'26" EAST, A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.778 ACRES, (33,898 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B, FLATACRES MARKETPLACE, RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 12°09'43" WEST, A DISTANCE OF 141.39 FEET;
2. SOUTH 77°50'17" EAST, A DISTANCE OF 103.64 FEET;
3. SOUTH 12°08'26" WEST, A DISTANCE OF 190.51 FEET;
4. SOUTH 77°50'34" EAST, A DISTANCE OF 59.58 FEET;
5. SOUTH 00°26'44" EAST, A DISTANCE OF 554.32 FEET;
6. SOUTH 89°34'32" WEST, A DISTANCE OF 188.02 FEET;
7. NORTH 70°20'27" WEST, A DISTANCE OF 116.48 FEET;
8. SOUTH 89°33'42" WEST, A DISTANCE OF 444.37 FEET;
9. NORTH 49°20'42" WEST, A DISTANCE OF 12.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 45°54'50" WEST;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN ARC LENGTH OF 426.64 FEET;

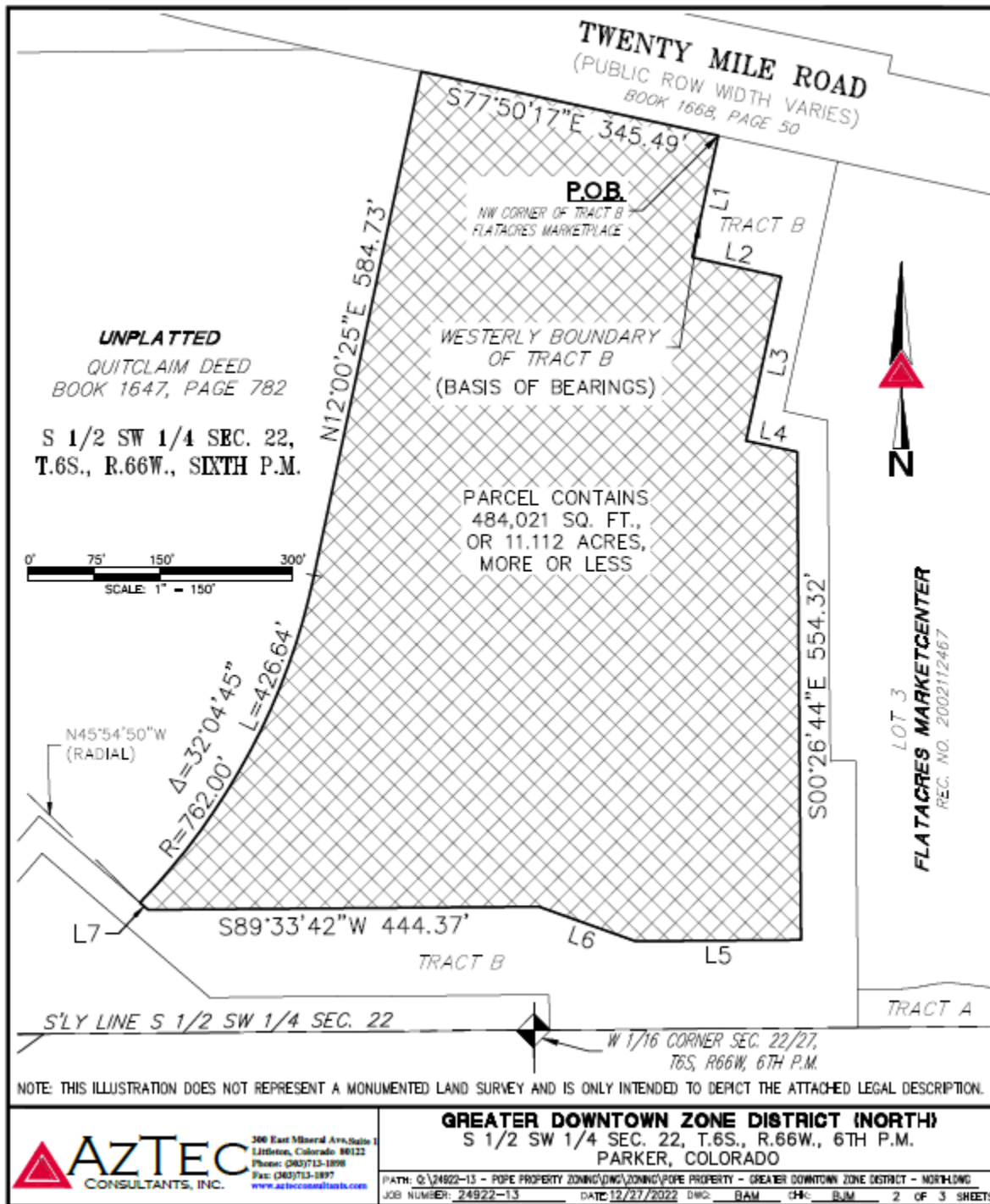
THENCE TANGENT TO SAID CURVE, NORTH 12°00'25" EAST, A DISTANCE OF 584.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED IN BOOK 1668 AT PAGE 50, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 345.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 11.112 ACRES, (484,021 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°09'43"W	141.39'
L2	S77°50'17"E	103.64'
L3	S12°09'26"W	190.51'
L4	S77°50'34"E	59.58'
L5	S89°34'32"W	188.02'
L6	N70°20'27"W	116.48'
L7	N49°20'42"W	12.22'

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



306 East Mineral Ave., Suite 1
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GREATER DOWNTOWN ZONE DISTRICT (NORTH)
 S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\POPE PROPERTY - GREATER DOWNTOWN ZONE DISTRICT - NORTH.DWG
 JOB NUMBER: 24922-13 DATE: 12/27/2022 DWG: BAM CHK: BJM 3 OF 3 SHEETS

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO; THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED; THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 1,023.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°20'54" EAST, A DISTANCE OF 67.28 FEET; THENCE SOUTH 77°50'17" EAST, A DISTANCE OF 121.01 FEET; THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 584.73 FEET; THENCE NORTH 80°15'04" WEST, A DISTANCE OF 45.04 FEET; THENCE NORTH 31°25'17" WEST, A DISTANCE OF 26.74 FEET; THENCE NORTH 77°59'35" WEST, A DISTANCE OF 11.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 94.23 FEET; THENCE TANGENT TO SAID CURVE, NORTH 11°59'26" EAST, A DISTANCE OF 31.54 FEET; THENCE NORTH 89°59'35" WEST, A DISTANCE OF 110.85 FEET; THENCE SOUTH 63°56'40" WEST, A DISTANCE OF 88.81 FEET; THENCE SOUTH 25°33'53" WEST, A DISTANCE OF 180.11 FEET; THENCE NORTH 07°16'39" WEST, A DISTANCE OF 21.04 FEET; THENCE NORTH 38°18'09" WEST, A DISTANCE OF 19.94 FEET; THENCE NORTH 34°58'59" WEST, A DISTANCE OF 27.29 FEET; THENCE NORTH 33°34'31" WEST, A DISTANCE OF 33.18 FEET; THENCE NORTH 53°15'13" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 47°31'51" WEST, A DISTANCE OF 44.14 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET; THENCE NORTH 16°53'06" EAST, A DISTANCE OF 37.66 FEET; THENCE NORTH 15°33'17" WEST, A DISTANCE OF 16.46 FEET; THENCE NORTH 26°38'17" WEST, A DISTANCE OF 9.11 FEET; THENCE NORTH 36°48'12" WEST, A DISTANCE OF 19.91 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 04°51'50" WEST, A DISTANCE OF 47.38 FEET; THENCE NORTH 11°06'34" EAST, A DISTANCE OF 8.96 FEET; THENCE NORTH 19°00'01" EAST, A DISTANCE OF 6.35 FEET; THENCE NORTH 07°19'39" EAST, A DISTANCE OF 28.06 FEET; THENCE NORTH 18°32'17" EAST, A DISTANCE OF 6.50 FEET; THENCE NORTH 54°17'03" EAST, A DISTANCE OF 9.56 FEET; THENCE NORTH 14°33'55" EAST, A DISTANCE OF 8.70 FEET; THENCE NORTH 26°34'14" WEST, A DISTANCE OF 9.08 FEET; THENCE NORTH 03°14'33" WEST, A DISTANCE OF 37.55 FEET; THENCE NORTH 29°35'17" WEST, A DISTANCE OF 28.15 FEET; THENCE NORTH 87°27'37" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 34°34'12" WEST, A DISTANCE OF 11.73 FEET; THENCE NORTH 45°17'46" EAST, A DISTANCE OF 22.23 FEET; THENCE NORTH 54°08'51" EAST, A DISTANCE OF 15.56 FEET; THENCE NORTH 75°12'36" EAST, A DISTANCE OF 63.59 FEET; THENCE NORTH 80°03'55" EAST, A DISTANCE OF 19.01 FEET;

Page 1 of 6
8/30/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-08-30 Pope Property - Greater Downtown Market Center District.docx

THENCE NORTH 85°21'24" EAST, A DISTANCE OF 29.30 FEET;
THENCE NORTH 77°13'05" EAST, A DISTANCE OF 18.57 FEET;
THENCE NORTH 80°08'19" EAST, A DISTANCE OF 79.28 FEET;
THENCE NORTH 72°03'43" EAST, A DISTANCE OF 14.70 FEET;
THENCE NORTH 81°32'10" EAST, A DISTANCE OF 11.90 FEET;
THENCE NORTH 75°03'15" EAST, A DISTANCE OF 56.15 FEET;
THENCE NORTH 77°16'31" EAST, A DISTANCE OF 18.21 FEET;
THENCE NORTH 30°35'46" EAST, A DISTANCE OF 11.34 FEET;
THENCE NORTH 65°19'54" EAST, A DISTANCE OF 21.47 FEET;
THENCE SOUTH 76°50'22" EAST, A DISTANCE OF 29.49 FEET;
THENCE NORTH 71°49'14" EAST, A DISTANCE OF 31.26 FEET;
THENCE NORTH 80°06'23" EAST, A DISTANCE OF 16.80 FEET;
THENCE NORTH 76°44'00" EAST, A DISTANCE OF 75.74 FEET;
THENCE NORTH 65°53'45" EAST, A DISTANCE OF 47.23 FEET;
THENCE NORTH 62°45'14" EAST, A DISTANCE OF 23.70 FEET;
THENCE NORTH 10°34'09" EAST, A DISTANCE OF 4.89 FEET;
THENCE NORTH 48°11'46" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 16°10'03" EAST, A DISTANCE OF 27.20 FEET;
THENCE NORTH 04°29'17" WEST, A DISTANCE OF 5.30 FEET;
THENCE NORTH 60°53'44" WEST, A DISTANCE OF 8.31 FEET;
THENCE NORTH 83°59'12" WEST, A DISTANCE OF 75.49 FEET;
THENCE NORTH 66°54'59" WEST, A DISTANCE OF 1.52 FEET TO THE POINT OF BEGINNING.

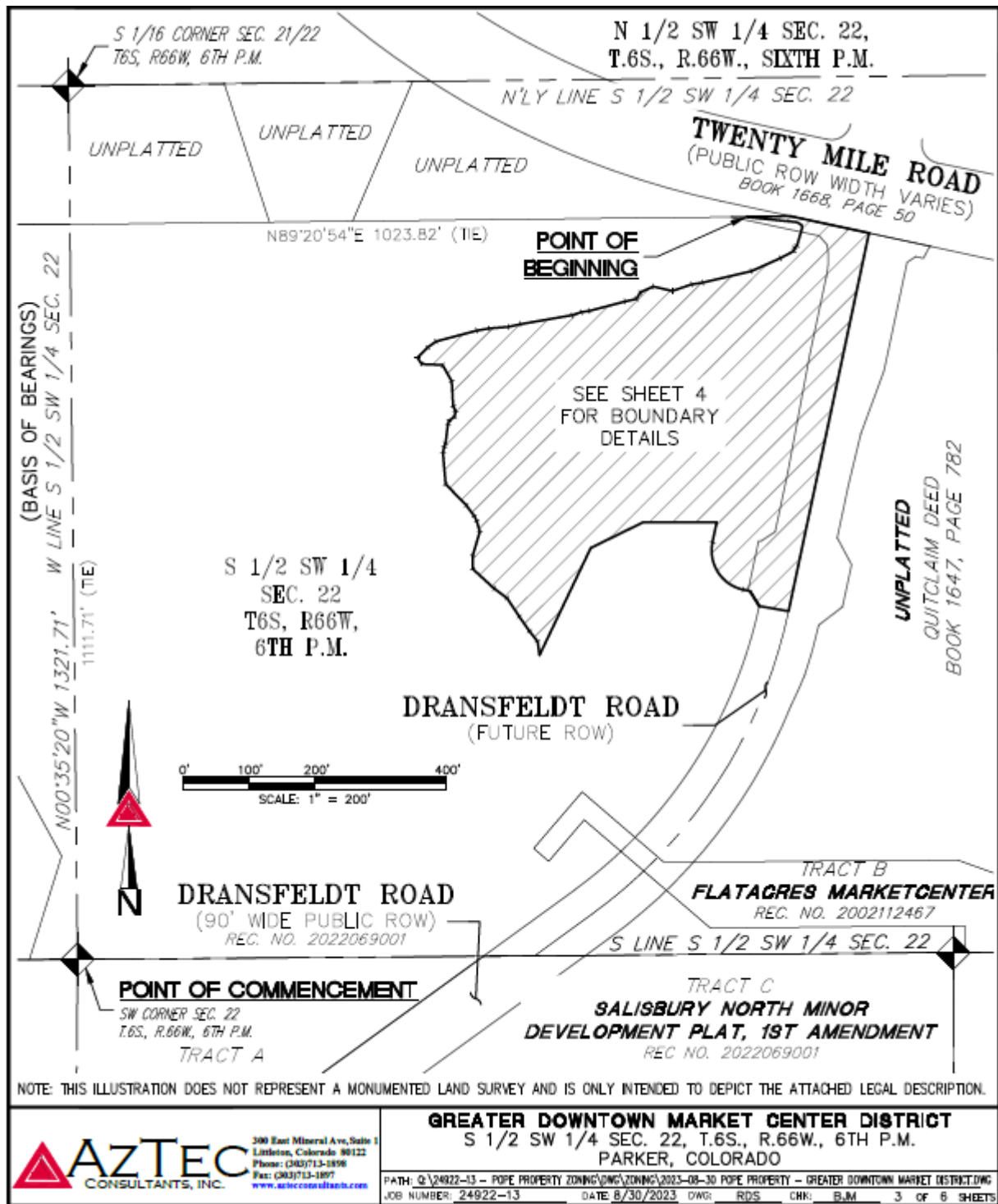
CONTAINING AN AREA OF 5.594 ACRES, (243,673 SQUARE FEET), MORE OR LESS.

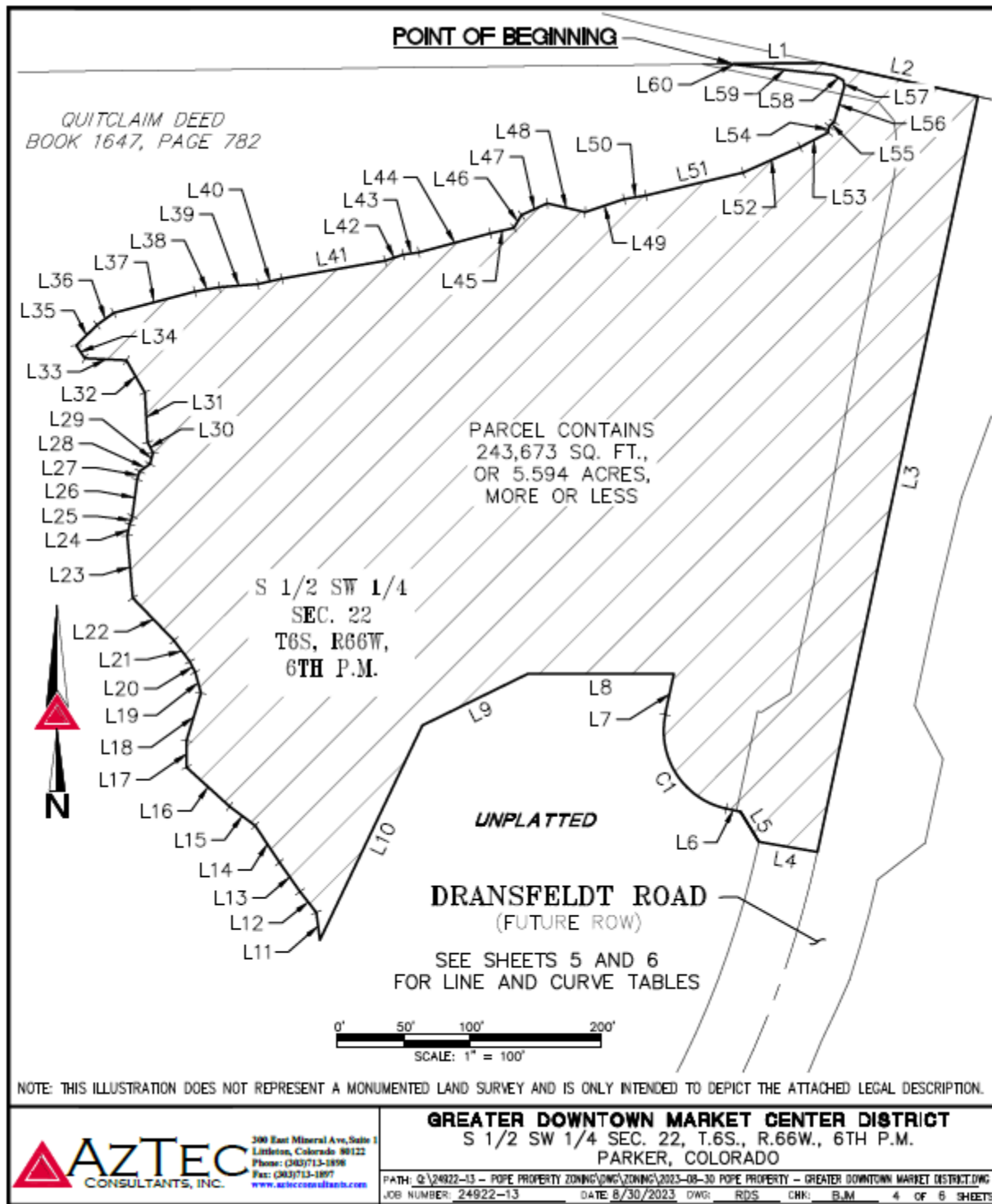
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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

Page 2 of 6
8/30/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-08-30 Pope Property - Greater Downtown Market Center District.docx





LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	67.28'
L2	S77°50'17"E	121.01'
L3	S12°00'25"W	584.73'
L4	N80°15'04"W	45.04'
L5	S31°25'17"E	26.74'
L6	N77°59'35"W	11.11'
L7	N11°59'26"E	31.54'
L8	N89°59'35"W	110.85'
L9	S63°56'40"W	88.81'
L10	S25°33'53"W	180.11'
L11	N07°16'39"W	21.04'
L12	N38°18'09"W	19.94'
L13	N34°58'59"W	27.29'
L14	N33°34'31"W	33.18'
L15	N53°15'13"W	24.29'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N47°31'51"W	44.14'
L17	N00°00'00"E	19.97'
L18	N16°53'06"E	37.66'
L19	N15°33'17"W	16.46'
L20	N26°38'17"W	9.11'
L21	N36°48'12"W	19.91'
L22	N44°19'57"W	44.82'
L23	N04°51'50"W	47.38'
L24	N11°06'34"E	8.96'
L25	N19°00'01"E	6.35'
L26	N07°19'39"E	28.06'
L27	N18°32'17"E	6.50'
L28	N54°17'03"E	9.56'
L29	N14°33'55"E	8.70'
L30	N26°34'14"W	9.08'

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



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GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CHK: BJM 5 OF 6 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L31	N03°14'33"W	37.55'
L32	N29°35'17"W	28.15'
L33	N87°27'37"W	31.50'
L34	N34°34'12"W	11.73'
L35	N45°17'46"E	22.23'
L36	N54°08'51"E	15.56'
L37	N75°12'36"E	63.59'
L38	N80°03'55"E	19.01'
L39	N85°21'24"E	29.30'
L40	N77°13'05"E	18.57'
L41	N80°08'19"E	79.28'
L42	N72°03'43"E	14.70'
L43	N81°32'10"E	11.90'
L44	N75°03'15"E	56.15'
L45	N77°16'31"E	18.21'

LINE TABLE		
LINE	BEARING	LENGTH
L46	N30°35'46"E	11.34'
L47	N65°19'54"E	21.47'
L48	S76°50'22"E	29.49'
L49	N71°49'14"E	31.26'
L50	N80°06'23"E	16.80'
L51	N76°44'00"E	75.74'
L52	N65°53'45"E	47.23'
L53	N62°45'14"E	23.70'
L54	N10°34'09"E	4.89'
L55	N48°11'46"E	5.00'
L56	N16°10'03"E	27.20'
L57	N04°29'17"W	5.30'
L58	N60°53'44"W	8.31'
L59	N83°59'12"W	75.49'
L60	N66°54'59"W	1.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'

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GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CRK: BJM 6 OF 6 SHEETS

EXHIBIT B-2

A-Agricultural zoning for the Property

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 48°54'15" EAST, A DISTANCE OF 30.00 FEET;
2. NORTH 41°05'45" EAST, A DISTANCE OF 42.39 FEET TO THE POINT OF BEGINNING;
3. CONTINUING, NORTH 41°05'45" EAST, A DISTANCE OF 40.12 FEET;
4. SOUTH 48°54'15" EAST, A DISTANCE OF 118.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 43°12'06" WEST;

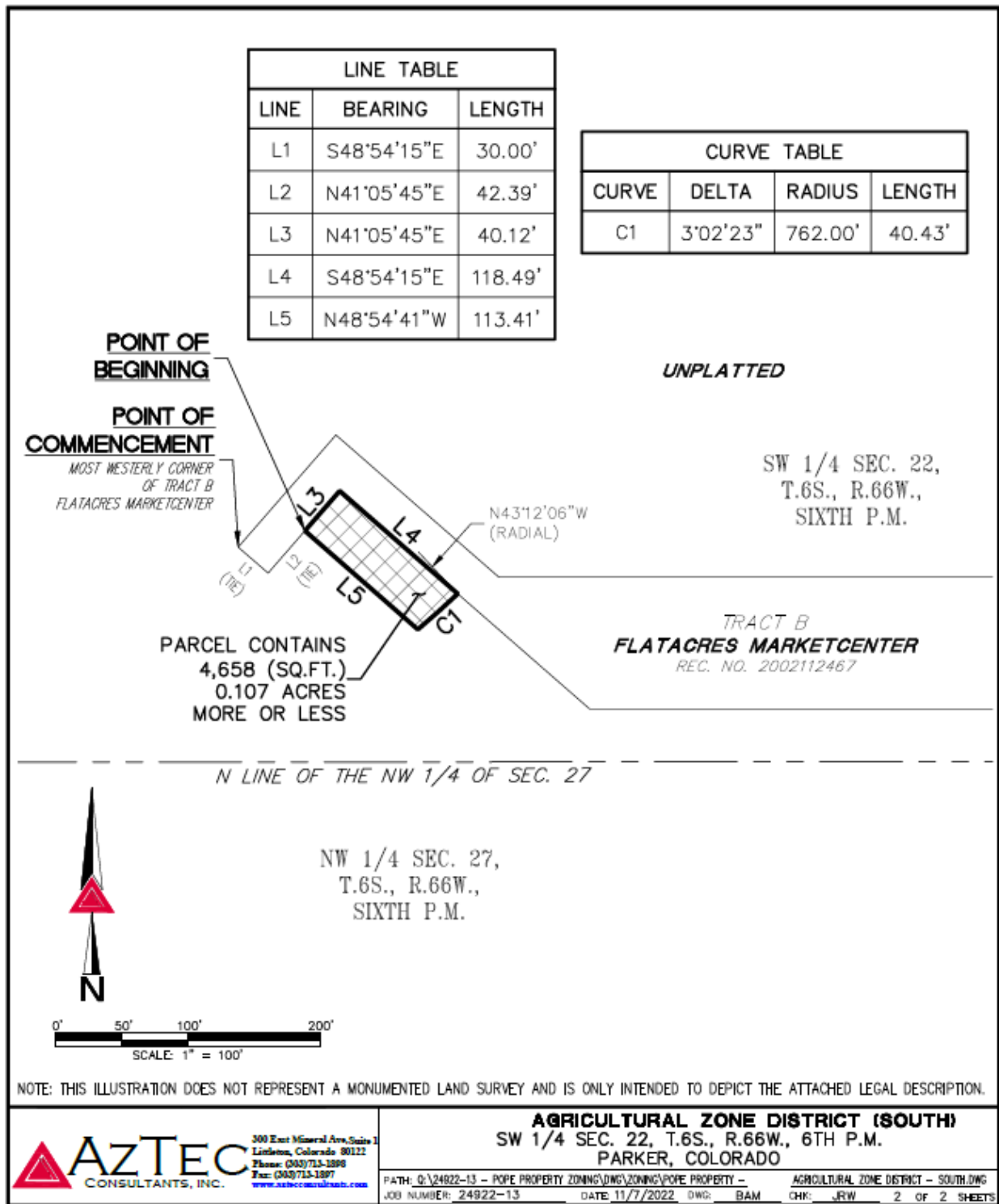
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'23", AN ARC LENGTH OF 40.43 FEET;

THENCE NORTH 48°54'41" WEST, A DISTANCE OF 113.41 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.107 ACRES, (4,658 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 866.63 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 66°54'59" EAST, A DISTANCE OF 1.52 FEET;

THENCE SOUTH 83°59'12" EAST, A DISTANCE OF 75.49 FEET;

THENCE SOUTH 60°53'44" EAST, A DISTANCE OF 8.31 FEET;

THENCE SOUTH 04°29'17" EAST, A DISTANCE OF 5.30 FEET;

THENCE SOUTH 16°10'03" WEST, A DISTANCE OF 27.20 FEET;

THENCE SOUTH 48°11'46" WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 10°34'09" WEST, A DISTANCE OF 4.89 FEET;

THENCE SOUTH 62°45'14" WEST, A DISTANCE OF 23.70 FEET;

THENCE SOUTH 65°53'45" WEST, A DISTANCE OF 47.23 FEET;

THENCE SOUTH 76°44'00" WEST, A DISTANCE OF 75.74 FEET;

THENCE SOUTH 80°06'23" WEST, A DISTANCE OF 16.80 FEET;

THENCE SOUTH 71°49'14" WEST, A DISTANCE OF 31.26 FEET;

THENCE NORTH 76°50'22" WEST, A DISTANCE OF 29.49 FEET;

THENCE SOUTH 65°19'54" WEST, A DISTANCE OF 21.47 FEET;

THENCE SOUTH 30°35'46" WEST, A DISTANCE OF 11.34 FEET;

THENCE SOUTH 77°16'31" WEST, A DISTANCE OF 18.21 FEET;

THENCE SOUTH 75°03'15" WEST, A DISTANCE OF 56.15 FEET;

Page 1 of 7
10/12/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-10-12 Pope Property - Agricultural District (Exh B-2).docx

THENCE SOUTH 81°32'10" WEST, A DISTANCE OF 11.90 FEET;
THENCE SOUTH 72°03'43" WEST, A DISTANCE OF 14.70 FEET;
THENCE SOUTH 80°08'19" WEST, A DISTANCE OF 79.28 FEET;
THENCE SOUTH 77°13'05" WEST, A DISTANCE OF 18.57 FEET;
THENCE SOUTH 85°21'24" WEST, A DISTANCE OF 29.30 FEET;
THENCE SOUTH 80°03'55" WEST, A DISTANCE OF 19.01 FEET;
THENCE SOUTH 75°12'36" WEST, A DISTANCE OF 63.59 FEET;
THENCE SOUTH 54°08'51" WEST, A DISTANCE OF 15.56 FEET;
THENCE SOUTH 45°17'46" WEST, A DISTANCE OF 22.23 FEET;
THENCE SOUTH 34°34'12" EAST, A DISTANCE OF 11.73 FEET;
THENCE SOUTH 87°27'37" EAST, A DISTANCE OF 31.50 FEET;
THENCE SOUTH 29°35'17" EAST, A DISTANCE OF 28.15 FEET;
THENCE SOUTH 03°14'33" EAST, A DISTANCE OF 37.55 FEET;
THENCE SOUTH 26°34'14" EAST, A DISTANCE OF 9.08 FEET;
THENCE SOUTH 14°33'55" WEST, A DISTANCE OF 8.70 FEET;
THENCE SOUTH 54°17'03" WEST, A DISTANCE OF 9.56 FEET;
THENCE SOUTH 18°32'17" WEST, A DISTANCE OF 6.50 FEET;
THENCE SOUTH 07°19'39" WEST, A DISTANCE OF 28.06 FEET;
THENCE SOUTH 19°00'01" WEST, A DISTANCE OF 6.35 FEET;
THENCE SOUTH 11°06'34" WEST, A DISTANCE OF 8.96 FEET;
THENCE SOUTH 04°51'50" EAST, A DISTANCE OF 47.38 FEET;
THENCE SOUTH 44°19'57" EAST, A DISTANCE OF 44.82 FEET;
THENCE SOUTH 36°48'12" EAST, A DISTANCE OF 19.91 FEET;
THENCE SOUTH 26°38'17" EAST, A DISTANCE OF 9.11 FEET;
THENCE SOUTH 15°33'17" EAST, A DISTANCE OF 16.46 FEET;
THENCE SOUTH 16°53'06" WEST, A DISTANCE OF 37.66 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET;
THENCE SOUTH 47°31'51" EAST, A DISTANCE OF 44.14 FEET;

Page 2 of 7
10/12/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-10-12 Pope Property - Agricultural District (Exh B-2).docx

THENCE SOUTH 53°15'13" EAST, A DISTANCE OF 24.29 FEET;
 THENCE SOUTH 33°34'31" EAST, A DISTANCE OF 33.18 FEET;
 THENCE SOUTH 34°58'59" EAST, A DISTANCE OF 27.29 FEET;
 THENCE SOUTH 38°18'09" EAST, A DISTANCE OF 19.94 FEET;
 THENCE SOUTH 07°16'39" EAST, A DISTANCE OF 21.04 FEET;
 THENCE NORTH 25°33'53" EAST, A DISTANCE OF 180.11 FEET;
 THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;
 THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;
 THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A
 TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN
 ARC LENGTH OF 94.23 FEET;
 THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;
 THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET;
 THENCE SOUTH 80°15'04" EAST, A DISTANCE OF 45.04 FEET TO THE BEGINNING OF A NON-
 TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS
 POINT OF SAID CURVE BEARS NORTH 77°59'36" WEST;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN
 ARC LENGTH OF 426.64 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'42" WEST, A DISTANCE OF 150.97 FEET;
 THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 71.50 FEET;
 THENCE NORTH 49°20'44" WEST, A DISTANCE OF 101.94 FEET;
 THENCE NORTH 56°33'48" WEST, A DISTANCE OF 48.55 FEET;
 THENCE NORTH 60°42'24" WEST, A DISTANCE OF 61.27 FEET;
 THENCE NORTH 55°19'03" WEST, A DISTANCE OF 68.53 FEET;
 THENCE NORTH 60°26'15" WEST, A DISTANCE OF 228.69 FEET;
 THENCE SOUTH 29°33'45" WEST, A DISTANCE OF 29.75 FEET;
 THENCE SOUTH 80°59'47" WEST, A DISTANCE OF 15.59 FEET;
 THENCE NORTH 48°26'33" WEST, A DISTANCE OF 24.08 FEET;
 THENCE NORTH 41°33'07" WEST, A DISTANCE OF 55.45 FEET;
 THENCE NORTH 29°13'07" WEST, A DISTANCE OF 41.70 FEET;

THENCE NORTH 00°02'03" EAST, A DISTANCE OF 35.43 FEET;
THENCE NORTH 67°09'40" EAST, A DISTANCE OF 30.31 FEET;
THENCE NORTH 22°50'20" WEST, A DISTANCE OF 65.31 FEET;
THENCE NORTH 20°11'48" WEST, A DISTANCE OF 48.10 FEET;
THENCE NORTH 10°06'52" WEST, A DISTANCE OF 102.72 FEET;
THENCE NORTH 20°52'20" WEST, A DISTANCE OF 43.42 FEET;
THENCE NORTH 01°37'21" EAST, A DISTANCE OF 279.70 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 11.791 ACRES, (513,635 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

0' 100' 200' 400'
SCALE: 1" = 200'

N 1/2 SW 1/4 SEC. 22
T6S, R66W, 6TH P.M.

N'LY LINE S 1/2 SW 1/4 SEC. 22

UNPLATTED UNPLATTED UNPLATTED

NB9°20'54"E
157.19 (TIE)

POINT OF BEGINNING

PARCEL CONTAINS
513,635 SQ. FT.,
OR 11.791 ACRES,
MORE OR LESS

DRANSFELDT
ROAD
(FUTURE ROW)

S 1/2 SW 1/4 SEC. 22
T6S, R66W, 6TH P.M.

SEE SHEET 6
FOR BOUNDARY
DETAILS

SEE SHEET 7
FOR LINE &
CURVE TABLES

DRANSFELDT ROAD
(90' WIDE PUBLIC ROW)
REC. NO. 2022069001

POINT OF COMMENCEMENT
SW CORNER SEC. 22, T6S, R66W, 6TH P.M.

TRACT A

TRACT B
FLATACRES MARKETCENTER
REC. NO. 2002112467

TRACT C
SALISBURY NORTH MINOR
DEVELOPMENT PLAT, 1ST AMENDMENT
REC. NO. 2022069001

N77°59'36"W
(RADIAL)

UNPLATTED
QUITCLAIM DEED
BOOK 1647, PAGE 782

(BASIS OF BEARINGS)
W LINE S 1/2 SW 1/4 SEC. 22
1111.71' (TIE)

N00°35'20"W 1321.71'

N

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

AZTEC
CONSULTANTS, INC.

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AGRICULTURAL DISTRICT
S 1/2 SW 1/4 SEC. 22, T6S, R66W, 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-10-12 POPE PROPERTY - AGRICULTURAL DISTRICT (EXH B-2).DWG
JOB NUMBER: 24922-13 DATE: 8/31/2023 DWG: RDS CHK: BJM 5 OF 7 SHEETS

ILLUSTRATION TO EXHIBIT B-2

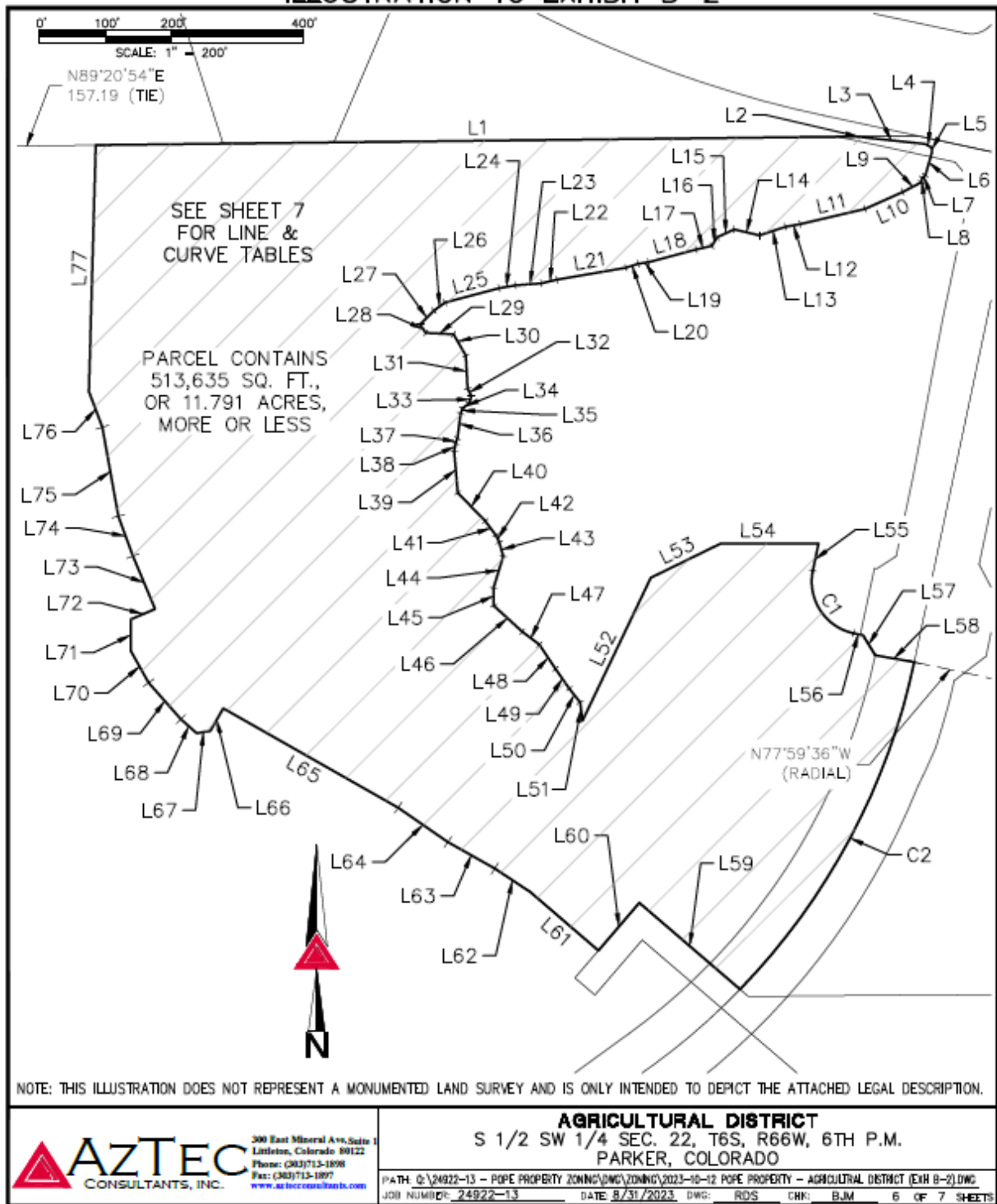


ILLUSTRATION TO EXHIBIT B-2

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°20'54"E	866.63'	L29	N87°27'37"W	31.50'	L57	S31°25'17"E	26.74'
L2	N66°54'59"W	1.52'	L30	N29°35'17"W	28.15'	L58	N80°15'04"W	45.04'
L3	N83°59'12"W	75.49'	L31	N03°14'33"W	37.55'	L59	N49°20'42"W	150.97'
L4	N60°53'44"W	8.31'	L32	N26°34'14"W	9.08'	L60	S40°39'18"W	71.50'
L5	N04°29'17"W	5.30'	L33	N14°33'55"E	8.70'	L61	N49°20'44"W	101.94'
L6	N16°10'03"E	27.20'	L34	N54°17'03"E	9.56'	L62	N56°33'48"W	48.55'
L7	N48°11'46"E	5.00'	L35	N18°32'17"E	6.50'	L63	N60°42'24"W	61.27'
L8	N10°34'09"E	4.89'	L36	N07°19'39"E	28.06'	L64	N55°19'03"W	68.53'
L9	N62°45'14"E	23.70'	L37	N19°00'01"E	6.35'	L65	N60°26'15"W	228.69'
L10	N65°53'45"E	47.23'	L38	N11°06'34"E	8.96'	L66	S29°33'45"W	29.75'
L11	N76°44'00"E	75.74'	L39	N04°51'50"W	47.38'	L67	S80°59'47"W	15.59'
L12	N80°06'23"E	16.80'	L40	N44°19'57"W	44.82'	L68	N48°26'33"W	24.08'
L13	N71°49'14"E	31.26'	L41	N36°48'12"W	19.91'	L69	N41°33'07"W	55.45'
L14	S76°50'22"E	29.49'	L42	N26°38'17"W	9.11'	L70	N29°13'07"W	41.70'
L15	N65°19'54"E	21.47'	L43	N15°33'17"W	16.46'	L71	N00°02'03"E	35.43'
L16	N30°35'46"E	11.34'	L44	N16°53'06"E	37.66'	L72	N67°09'40"E	30.31'
L17	N77°16'31"E	18.21'	L45	N00°00'00"E	19.97'	L73	N22°50'20"W	65.31'
L18	N75°03'15"E	56.15'	L46	N47°31'51"W	44.14'	L74	N20°11'48"W	48.10'
L19	N81°32'10"E	11.90'	L47	N53°15'13"W	24.29'	L75	N10°06'52"W	102.72'
L20	N72°03'43"E	14.70'	L48	N33°34'31"W	33.18'	L76	N20°52'20"W	43.42'
L21	N80°08'19"E	79.28'	L49	N34°58'59"W	27.29'	L77	N01°37'21"E	279.70'
L22	N77°13'05"E	18.57'	L50	N38°18'09"W	19.94'			
L23	N85°21'24"E	29.30'	L51	N07°16'39"W	21.04'			
L24	N80°03'55"E	19.01'	L52	S25°33'53"W	180.11'			
L25	N75°12'36"E	63.59'	L53	S63°56'40"W	88.81'			
L26	N54°08'51"E	15.56'	L54	N89°59'35"W	110.85'			
L27	N45°17'46"E	22.23'	L55	N11°59'26"E	31.54'			
L28	N34°34'12"W	11.73'	L56	N77°59'35"W	11.11'			

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'
C2	32°04'45"	762.00'	426.64'

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



300 East Mineral Ave, Suite 1
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Phone: (303) 713-1898
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www.aztecconsultants.com

AGRICULTURAL DISTRICT
S 1/2 SW 1/4 SEC. 22, T6S, R66W, 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-10-12 POPE PROPERTY - AGRICULTURAL DISTRICT (EXH B-2).DWG
JOB NUMBER: 24922-13 DATE: 8/31/2023 DWG: RDS CHK: BJM 7 OF 7 SHEETS

EXHIBIT B-3

OS-Open Space zoning for the Property

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1847, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 89°35'20" WEST, A DISTANCE OF 1321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE NORTHWESTERLY BOUNDARY OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING THREE (3) COURSES:

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Page 1 of 4

THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;

THENCE SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, SOUTH 49°20'44" EAST, A DISTANCE OF 113.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 40°30'18" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°30'43", AN ARC LENGTH OF 60.01 FEET;

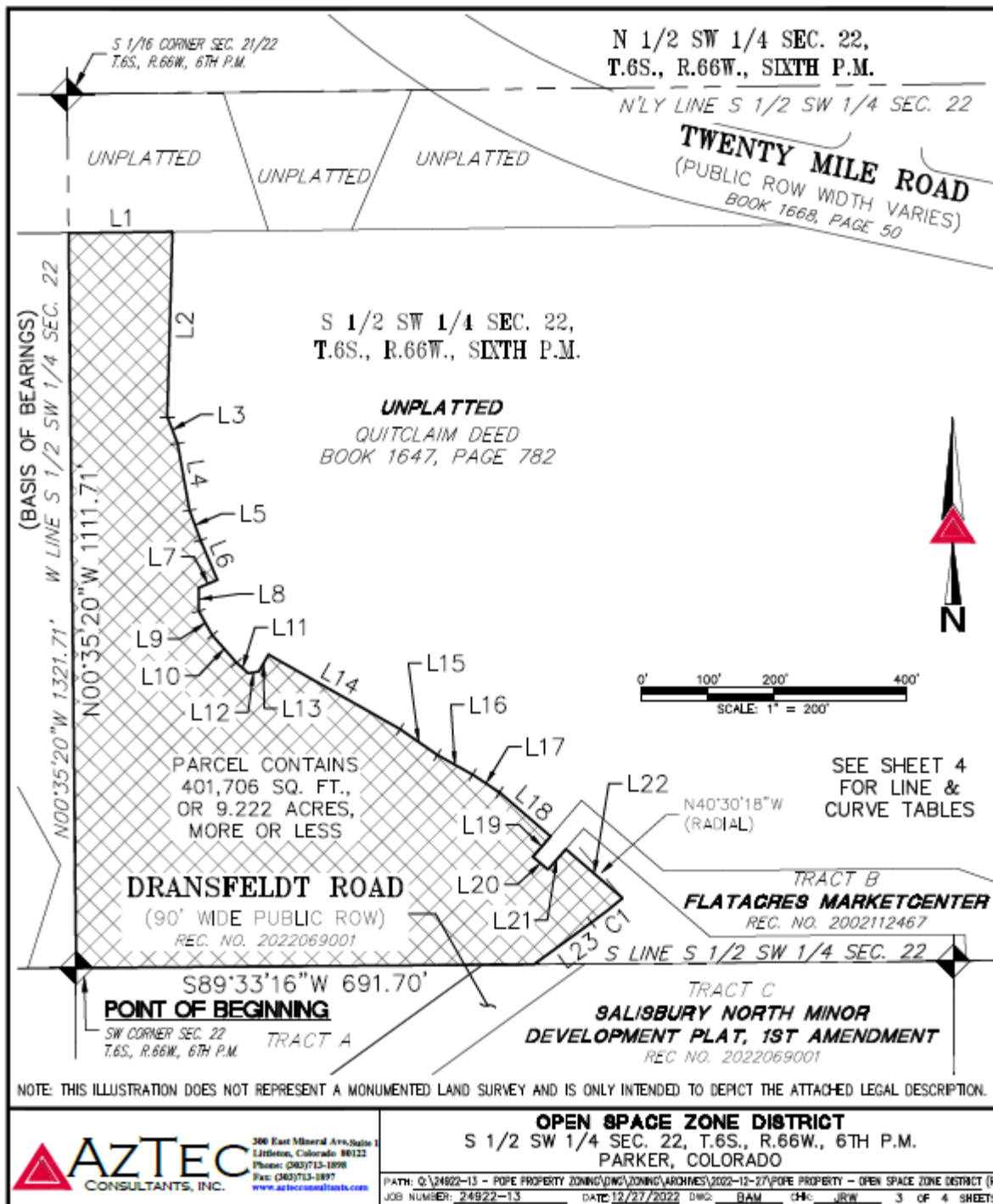
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'25" WEST, A DISTANCE OF 107.61 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 691.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.222 ACRES, (401,706 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	113.29'
L23	S54°00'25"W	107.61'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°30'43"	762.00'	60.01'

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

	OPEN SPACE ZONE DISTRICT S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M. PARKER, COLORADO		
	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com		
PATH: Q:\24822-13 - POPE PROPERTY ZONING\DWG\ZONING\ARCHIVES\2022-12-27\POPE PROPERTY - OPEN SPACE ZONE DISTRICT (REV1).DWG JOB NUMBER: 24822-13 DATE: 12/27/2022 DWG: BAM CHK: JRW 4 OF 4 SHEETS			

EXHIBIT C

Description of Bridge Structure on the Property

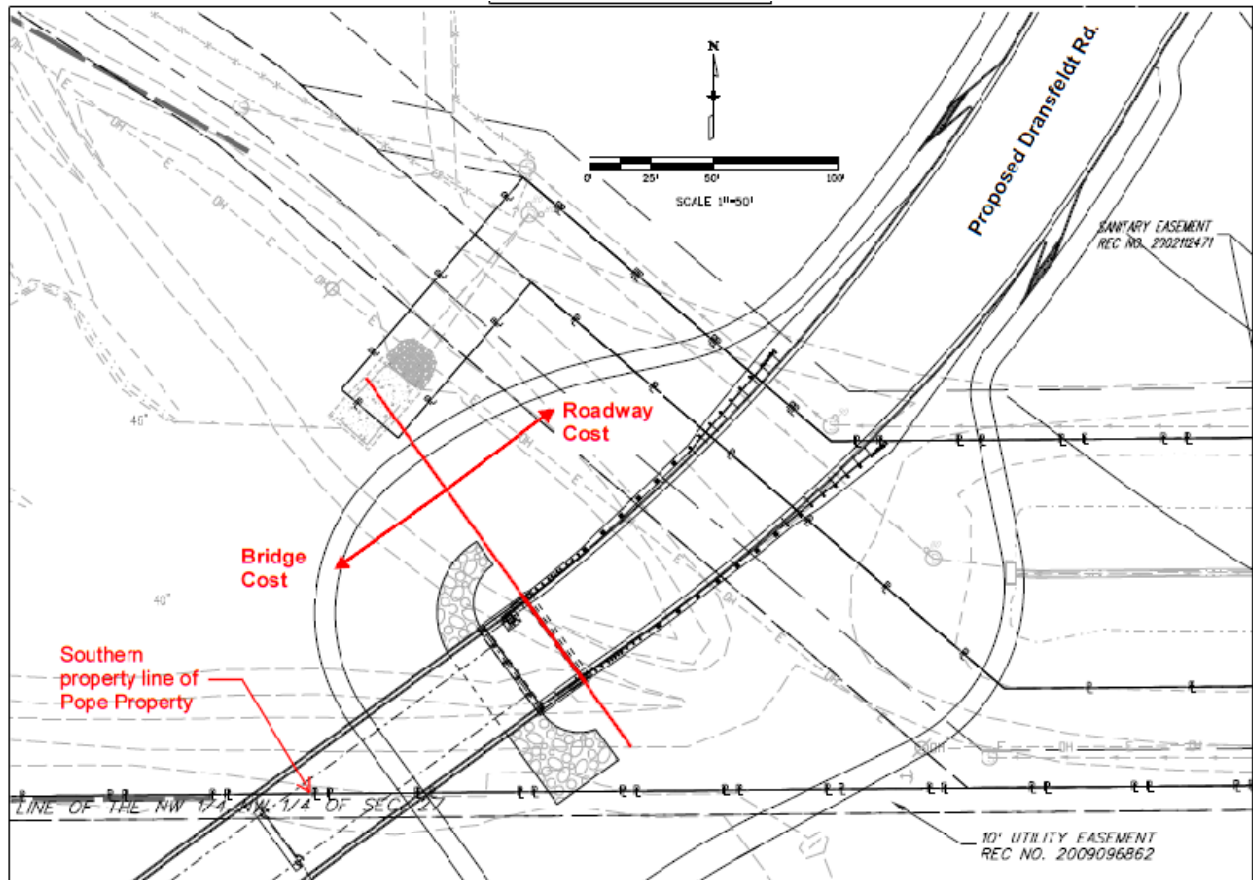


EXHIBIT D

Legal Description for the KOA Property

A PARCEL OF LAND BEING ALL OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1,325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°29'46" EAST, A DISTANCE OF 434.20 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 875, AT PAGE 652, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
2. SOUTH 17°31'59" EAST, A DISTANCE OF 170.70 FEET;
3. SOUTH 09°36'29" EAST, A DISTANCE OF 855.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, SOUTH 89°34'02" WEST, A DISTANCE OF 664.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°35'51" WEST, A DISTANCE OF 1,325.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 00°17'07" WEST, A DISTANCE OF 1,329.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT E

Special Warranty Deed for Dransfeldt Road across the Property

**SPECIAL WARRANTY DEED
(DRANSFELDT ROAD)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112487, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 614.30 FEET TO THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, THENCE NORTH 54°00'24" EAST, A DISTANCE OF 170.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°51'30", AN ARC LENGTH OF 523.82 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 31°25'17" WEST, A DISTANCE OF 26.74 FEET;

THENCE NORTH 77°58'35" WEST, A DISTANCE OF 3.12 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 77°58'35" EAST, A DISTANCE OF 2.93 FEET;

THENCE NORTH 57°00'25" EAST, A DISTANCE OF 26.26 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 92.46 FEET;

THENCE NORTH 10°34'30" EAST, A DISTANCE OF 180.08 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 120.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°23'39", AN ARC LENGTH OF 48.35 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 40°30'24" WEST, A DISTANCE OF 18.23 FEET TO THE WESTERLY LINE OF A SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, NORTH 77°50'17" WEST, A DISTANCE OF 136.11 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 90.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 1668, AT PAGE 50, IN SAID OFFICIAL RECORDS;

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Page 1 of 4

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 215.09 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 27°52'10" WEST, A DISTANCE OF 20.78 FEET TO THE WESTERLY LINE OF SAID SLOPE EASEMENT;

THENCE ALONG SAID WESTERLY LINE, NORTH 77°50'17" WEST, A DISTANCE OF 11.78 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 57°00'25" WEST, A DISTANCE OF 15.73 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 168.01 FEET;

THENCE SOUTH 20°14'28" WEST, A DISTANCE OF 101.34 FEET;

THENCE SOUTH 13°28'20" WEST, A DISTANCE OF 79.49 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 81.77 FEET;

THENCE SOUTH 27°51'22" EAST, A DISTANCE OF 46.03 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 52°32'02" WEST, A DISTANCE OF 45.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 811.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°12'40" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'32", AN ARC LENGTH OF 78.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 799.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 67°05'40" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'59", AN ARC LENGTH OF 50.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°05'29" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°05'54", AN ARC LENGTH OF 452.10 FEET;

THENCE SOUTH 54°00'25" WEST, A DISTANCE OF 44.63 FEET TO SAID SOUTH LINE AND THE EASTERLY RIGHT-OF-WAY OF SAID DRANSFELDT ROAD;

THENCE ALONG SAID SOUTH LINE AND THE NORTHERLY RIGHT-OF-WAY OF SAID DRANSFELDT ROAD, SOUTH 89°33'16" WEST, A DISTANCE OF 154.80 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.964 ACRES, (129,133 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

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Page 2 of 4

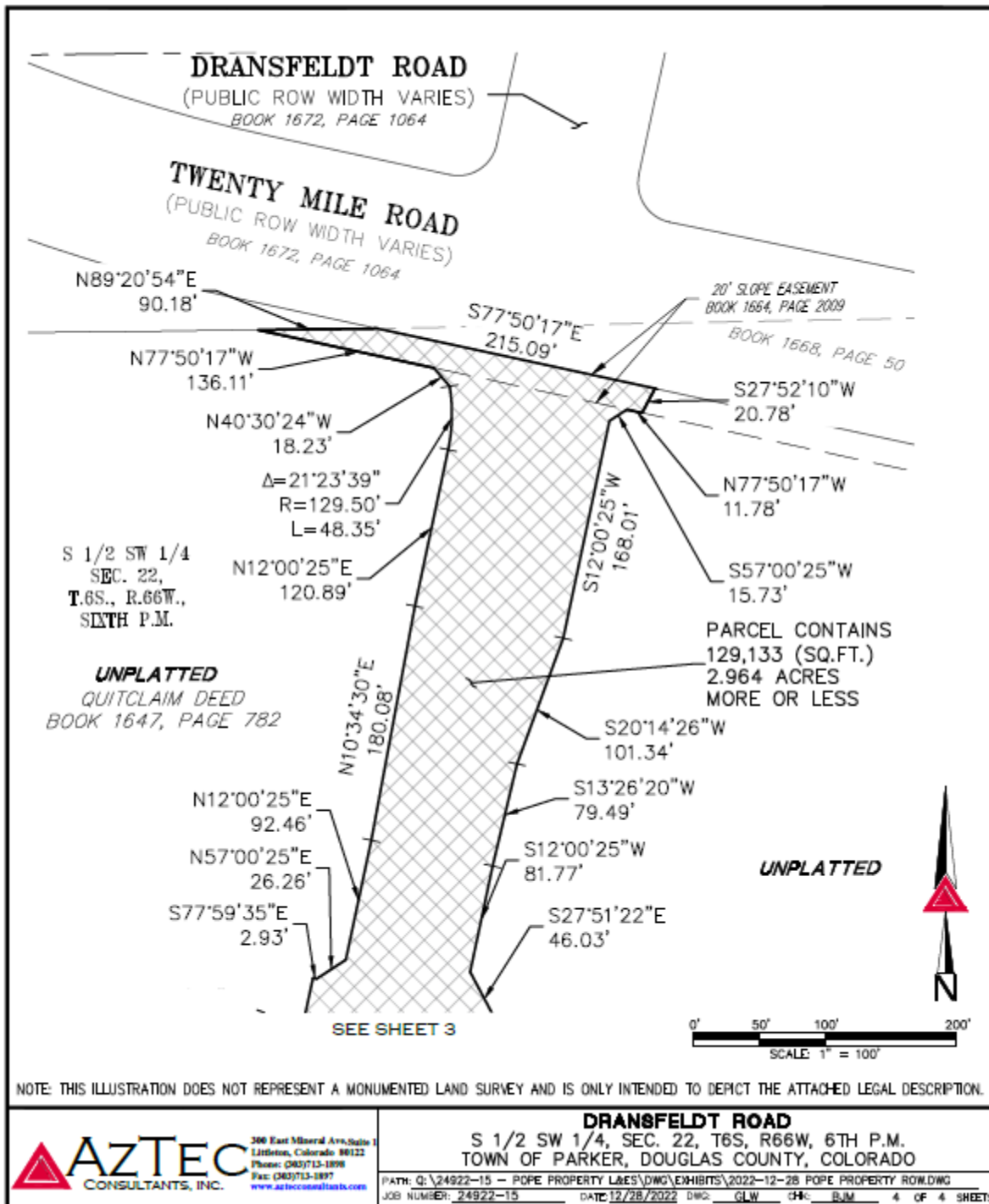


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT F-1

Slope Easement for Dransfeldt Road

SLOPE EASEMENT (DRANSFELDT ROAD)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), 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 1**, 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 said premises 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, Grantor 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 Slope 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 by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Dransfeldt Road that is created by this Slope Easement.

The Grantor shall and will warrant and forever defend the Slope 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.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

BY: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____

Seal

Notary Public

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°59'33" EAST, A DISTANCE OF 1,043.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15°25'17" WEST, A DISTANCE OF 34.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°25'13" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°40'17", AN ARC LENGTH OF 150.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 799.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 63°29'41" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'59", AN ARC LENGTH OF 50.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 811.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°38'07" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'32", AN ARC LENGTH OF 78.92 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 52°32'02" EAST, A DISTANCE OF 45.51 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 27°51'22" WEST, A DISTANCE OF 46.03 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 81.77 FEET;

THENCE NORTH 13°26'20" EAST, A DISTANCE OF 79.49 FEET;

THENCE NORTH 20°15'08" EAST, A DISTANCE OF 101.06 FEET;

THENCE NORTH 12°00'50" EAST, A DISTANCE OF 168.30 FEET;

THENCE NORTH 57°00'25" EAST, A DISTANCE OF 15.73 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 11.78 FEET;

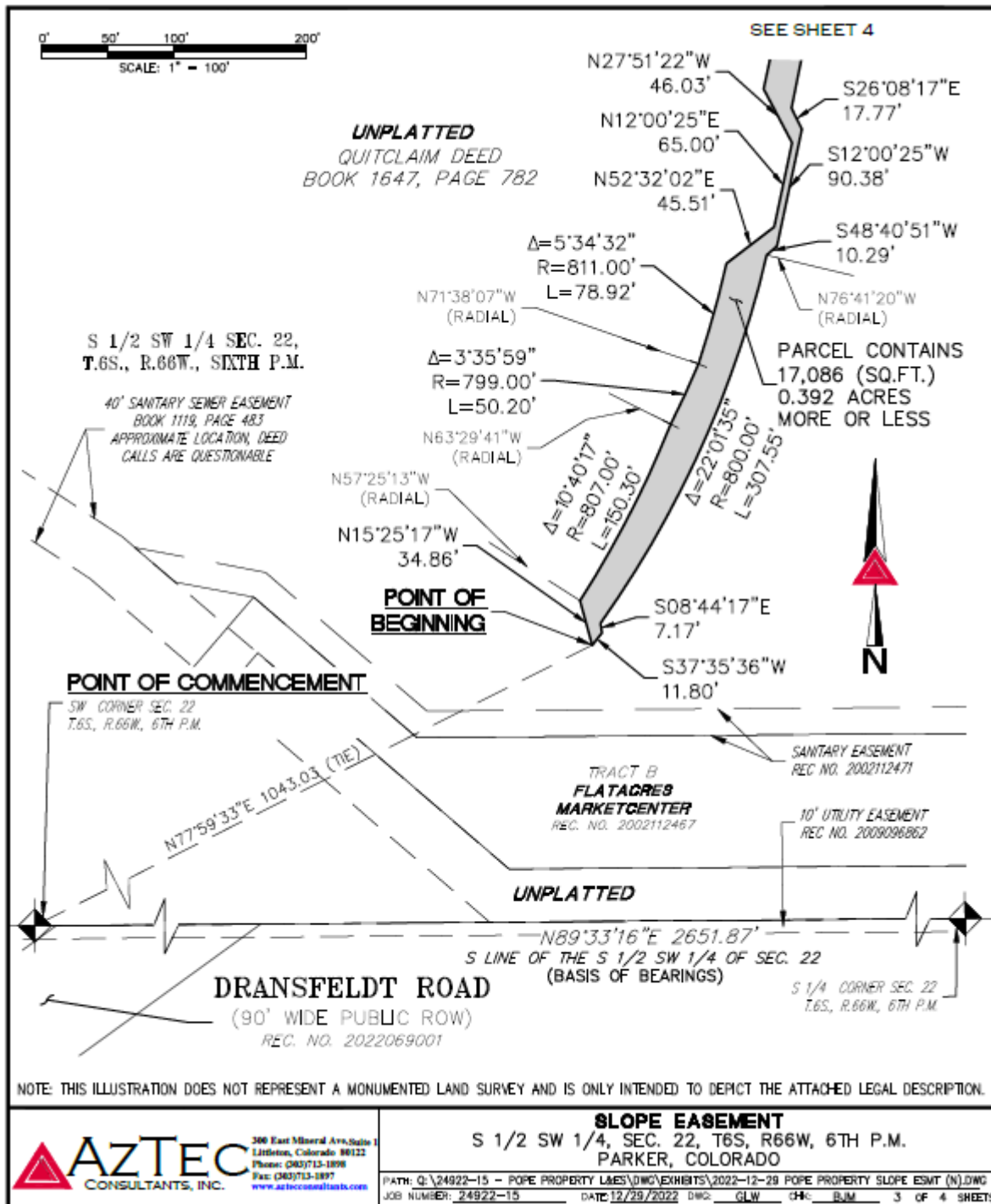
THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 27°52'10" WEST, A DISTANCE OF 35.66 FEET;

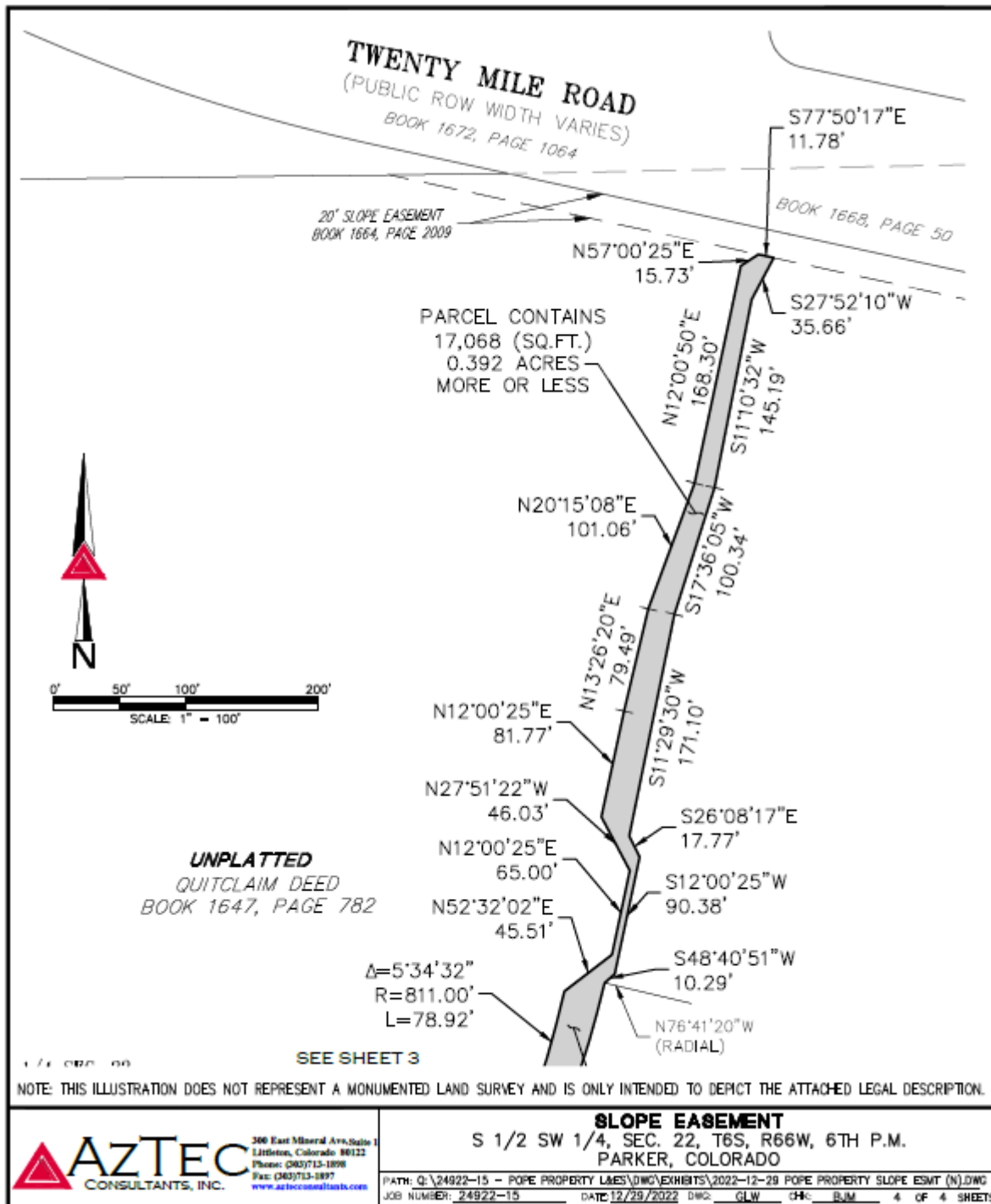
THENCE SOUTH 11°10'32" WEST, A DISTANCE OF 145.19 FEET;

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Page 1 of 2

THENCE SOUTH 17°36'05" WEST, A DISTANCE OF 100.34 FEET;
THENCE SOUTH 11°29'30" WEST, A DISTANCE OF 171.10 FEET;
THENCE SOUTH 26°08'17" EAST, A DISTANCE OF 17.77 FEET;
THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 90.38 FEET;
THENCE SOUTH 48°40'51" WEST, A DISTANCE OF 10.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°41'20" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°01'35", AN ARC LENGTH OF 307.55 FEET;
THENCE NON-TANGENT TO SAID CURVE, SOUTH 08°44'17" EAST, A DISTANCE OF 7.17 FEET;
THENCE SOUTH 37°35'36" WEST, A DISTANCE OF 11.80 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 0.392 ACRES, (17,086 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





A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,851.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 58°28'07" EAST, A DISTANCE OF 1,195.70 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 25°09'39" EAST, A DISTANCE OF 47.94 FEET;

THENCE NORTH 10°56'10" EAST, A DISTANCE OF 108.50 FEET;

THENCE NORTH 12°44'32" EAST, A DISTANCE OF 290.40 FEET;

THENCE NORTH 21°59'28" WEST, A DISTANCE OF 41.96 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 14.34 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 40°30'24" EAST, A DISTANCE OF 18.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°36'46" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°23'39", AN ARC LENGTH OF 48.35 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 12°00'25" WEST, A DISTANCE OF 120.89 FEET;

THENCE SOUTH 10°34'30" WEST, A DISTANCE OF 180.08 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 92.46 FEET;

THENCE SOUTH 57°00'25" WEST, A DISTANCE OF 26.26 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 2.93 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 9.88 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.199 ACRES, (8,674 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

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Page 1 of 2

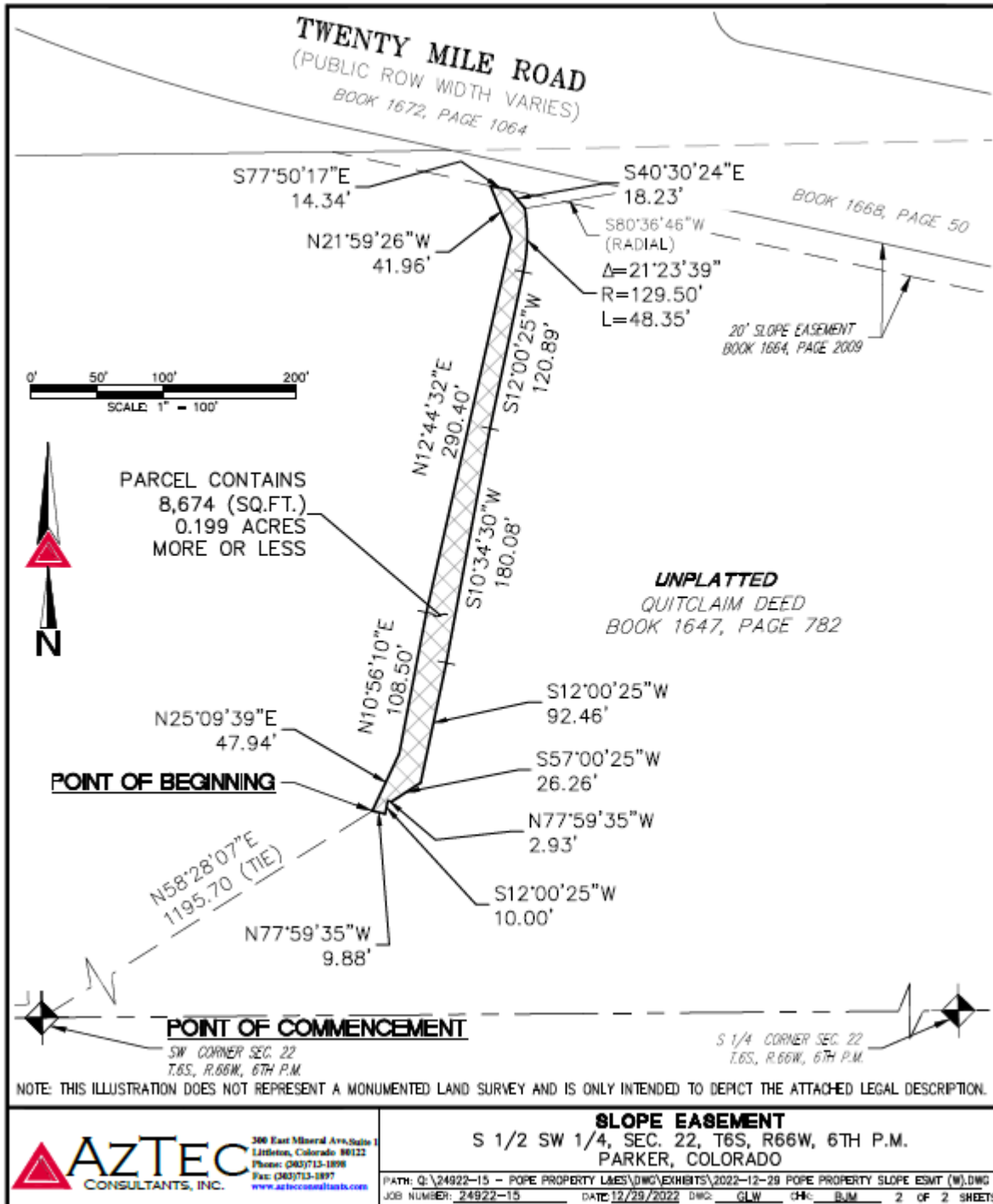


EXHIBIT F-2

Drainage Easement for Dransfeldt Road

DRAINAGE EASEMENT AGREEMENT (TWENTY MILE ROAD/DRANSFELDT ROAD)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2023, by DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, COLORADO ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of drainage pipelines (the "Drainage Facilities") on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and 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 construction and maintenance of the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. **Unencumbered Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. **Operation and Maintenance.** The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. **Grantor Defined.** The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective

owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

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

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

7. Miscellaneous.

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

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

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

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

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 38°49'06" EAST, A DISTANCE OF 1,440.12 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 86.70 FEET TO THE WESTERLY LINE OF A SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 136.11 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 40°30'24" EAST, A DISTANCE OF 18.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°36'46" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°21'29", AN ARC LENGTH OF 12.11 FEET;

THENCE NORTH 77°03'05" WEST, A DISTANCE OF 239.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.093 ACRES, (4,031 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

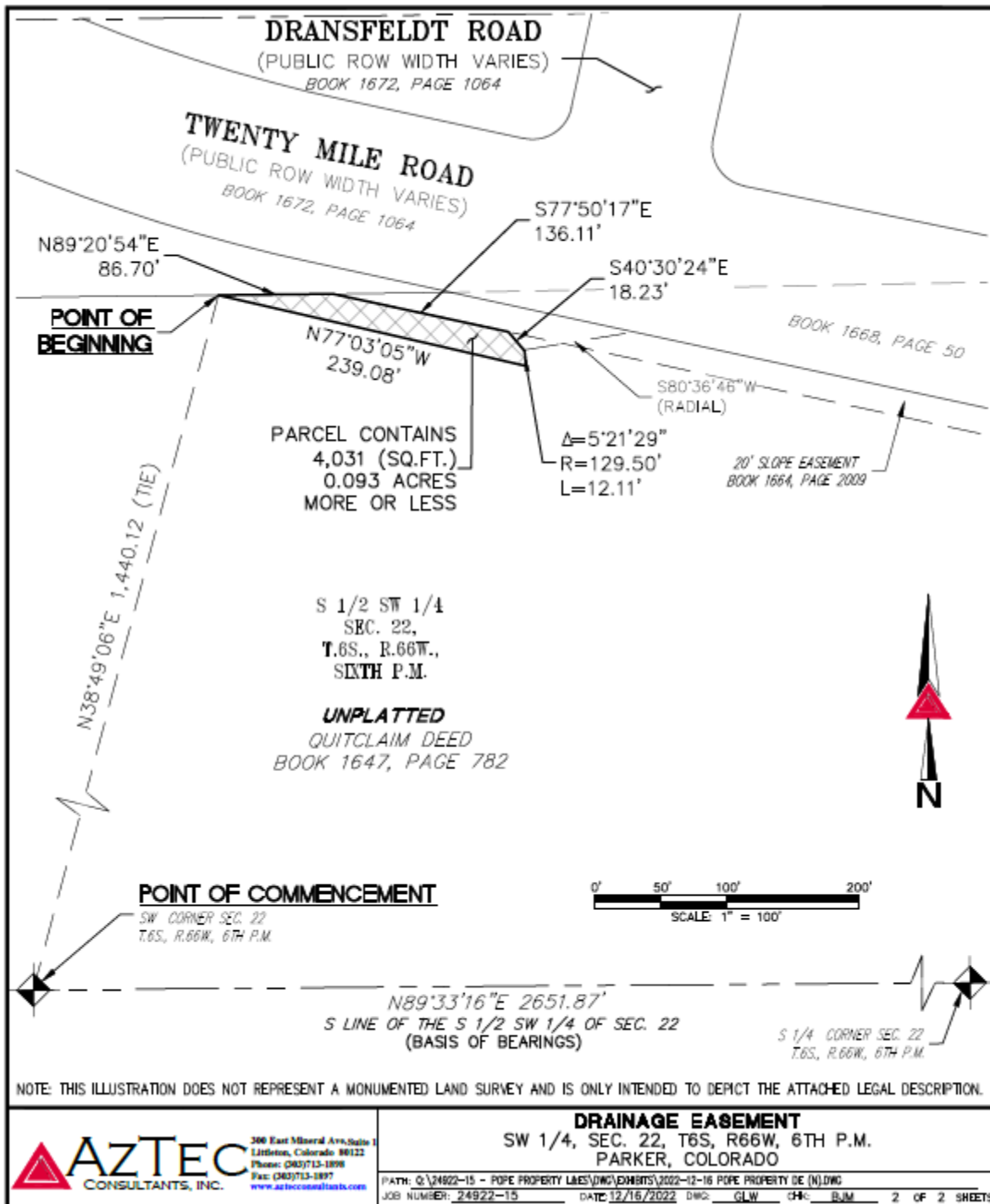


EXHIBIT F-3

Construction Easement for Dransfeldt Road

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(DRANSFELDT ROAD)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 59°35'21" EAST, A DISTANCE OF 736.23 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'28" EAST, A DISTANCE OF 294.90 FEET;

THENCE NORTH 63°56'15" EAST, A DISTANCE OF 100.40 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 104.39 FEET;

THENCE NORTH 11°59'01" EAST, A DISTANCE OF 249.77 FEET;

THENCE NORTH 53°25'26" WEST, A DISTANCE OF 92.82 FEET;

THENCE SOUTH 77°36'32" WEST, A DISTANCE OF 191.16 FEET;

THENCE NORTH 12°38'39" WEST, A DISTANCE OF 26.80 FEET;

THENCE NORTH 36°09'57" EAST, A DISTANCE OF 32.17 FEET;

THENCE NORTH 09°34'12" WEST, A DISTANCE OF 128.40 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 64.78 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 09°34'12" EAST, A DISTANCE OF 115.11 FEET;

THENCE NORTH 78°12'13" EAST, A DISTANCE OF 298.97 FEET;

THENCE NORTH 21°55'47" WEST, A DISTANCE OF 7.23 FEET;

THENCE SOUTH 77°03'30" EAST, A DISTANCE OF 6.09 FEET;

THENCE SOUTH 21°55'47" EAST, A DISTANCE OF 15.04 FEET;

THENCE SOUTH 12°44'07" WEST, A DISTANCE OF 290.40 FEET;

THENCE SOUTH 10°55'45" WEST, A DISTANCE OF 108.50 FEET;

THENCE SOUTH 25°09'14" WEST, A DISTANCE OF 47.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 31°11'17" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°47'44", AN ARC LENGTH OF 33.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 78°00'59" WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 11°59'01" WEST, A DISTANCE OF 0.95 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 63°56'15" WEST, A DISTANCE OF 88.81 FEET;

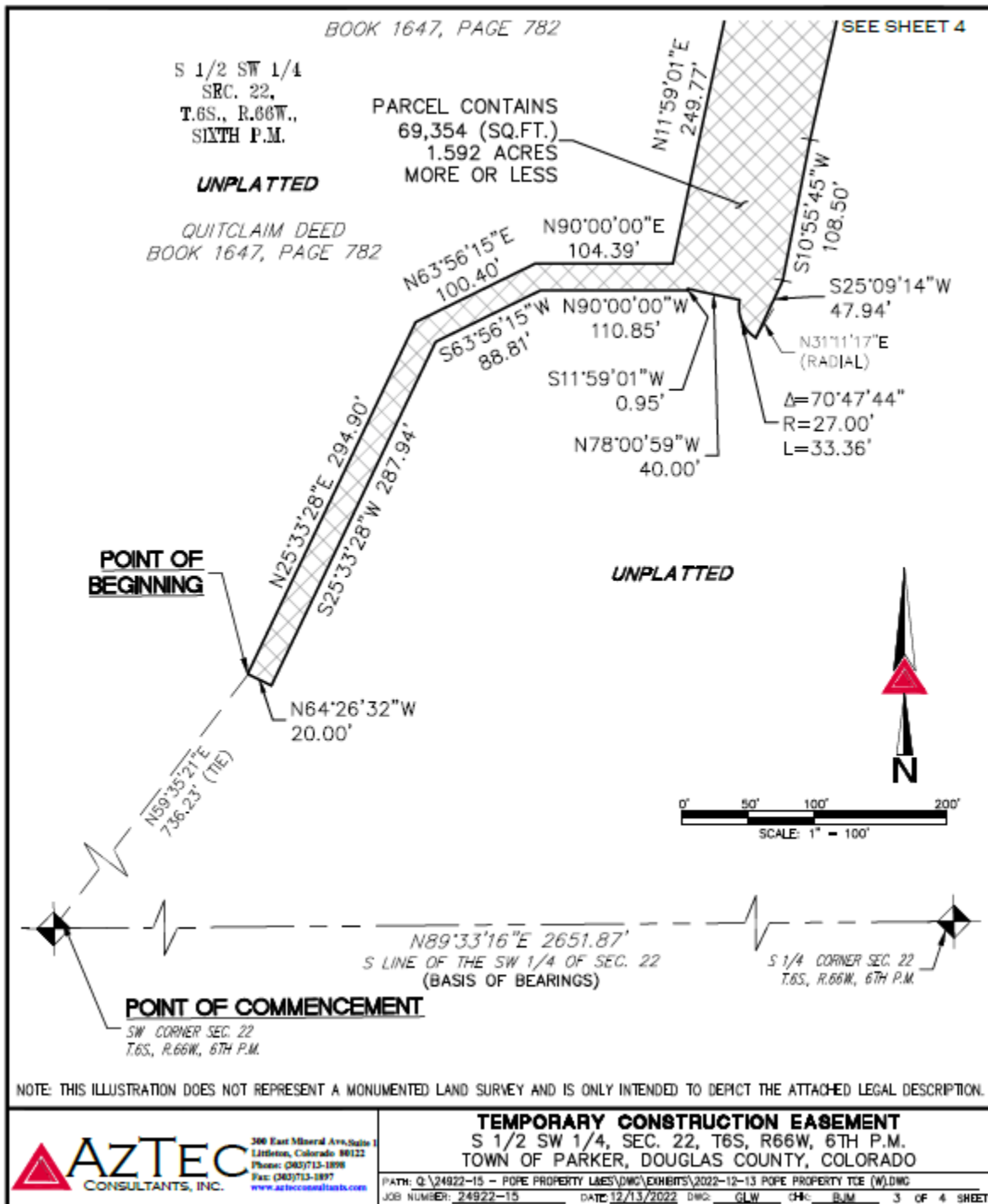
THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 287.94 FEET;

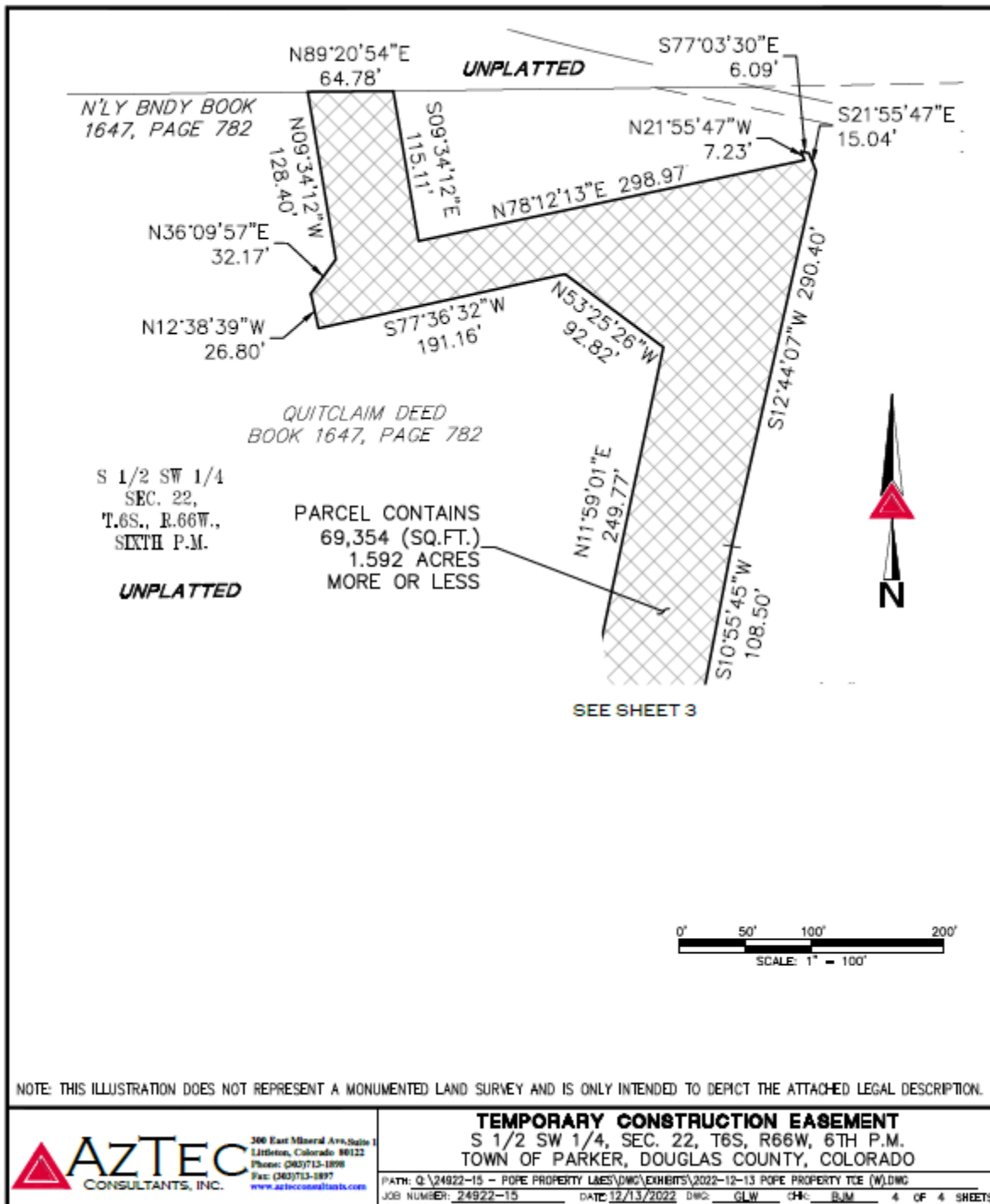
THENCE NORTH 64°26'32" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.592 ACRES, (69,354 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





A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°34'33" EAST, A DISTANCE OF 1,052.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 08°43'25" WEST, A DISTANCE OF 7.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 54°39'46" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°01'35", AN ARC LENGTH OF 307.55 FEET;

THENCE NORTH 48°40'51" EAST, A DISTANCE OF 10.29 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 90.38 FEET;

THENCE NORTH 26°08'17" WEST, A DISTANCE OF 17.77 FEET;

THENCE NORTH 11°29'30" EAST, A DISTANCE OF 171.10 FEET;

THENCE NORTH 17°36'05" EAST, A DISTANCE OF 100.34 FEET;

THENCE NORTH 11°10'32" EAST, A DISTANCE OF 145.19 FEET;

THENCE NORTH 27°52'10" EAST, A DISTANCE OF 35.66 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 5.19 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 27°52'10" WEST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 11°10'32" WEST, A DISTANCE OF 144.74 FEET;

THENCE SOUTH 17°36'05" WEST, A DISTANCE OF 100.35 FEET;

THENCE SOUTH 11°29'30" WEST, A DISTANCE OF 169.13 FEET;

THENCE SOUTH 26°08'17" EAST, A DISTANCE OF 35.17 FEET;

THENCE SOUTH 77°59'35" EAST, A DISTANCE OF 89.27 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 88.01 FEET;

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THENCE SOUTH 48°40'51" WEST, A DISTANCE OF 30.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 805.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°34'32" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°15'11", AN ARC LENGTH OF 298.61 FEET;

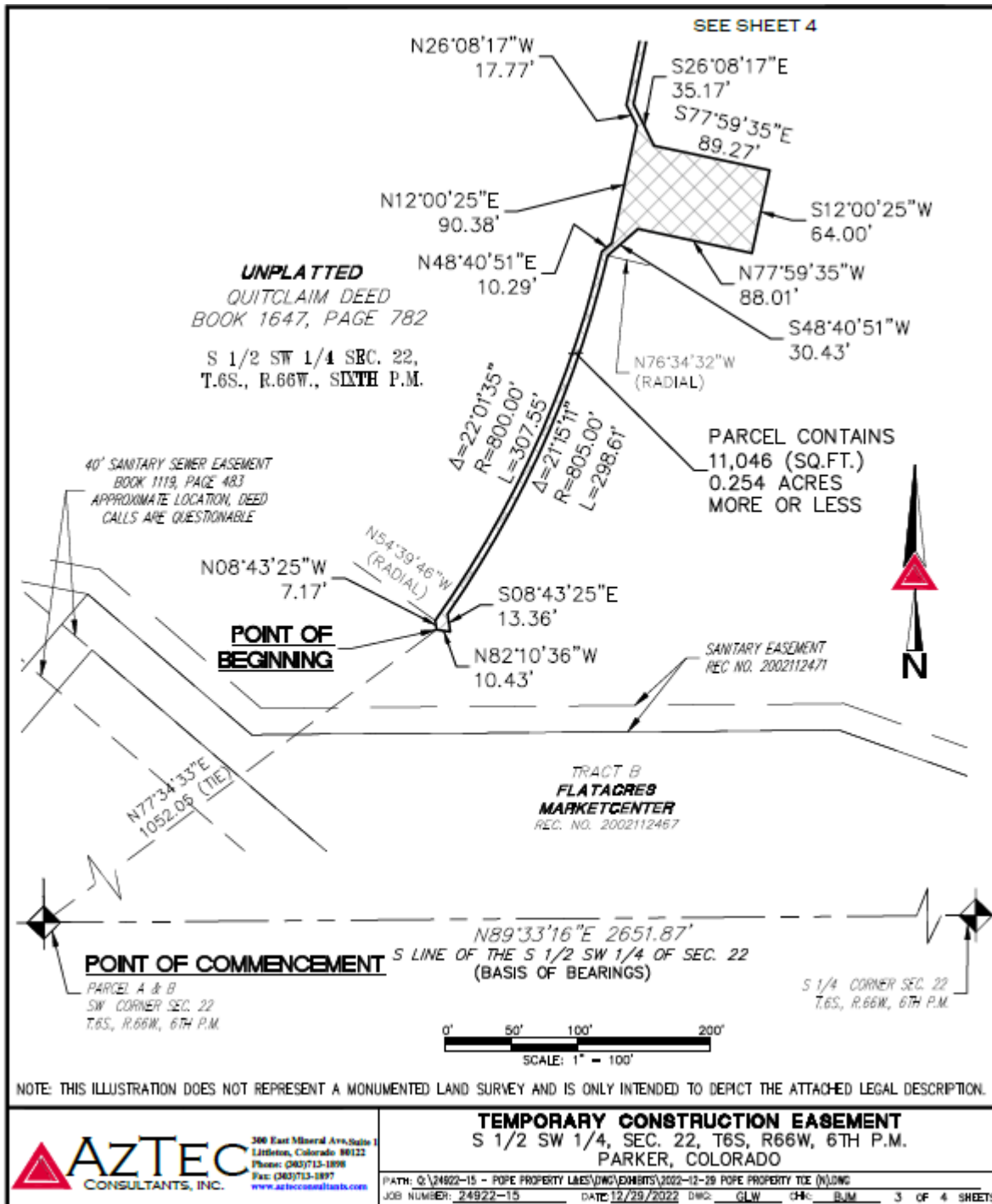
THENCE SOUTH 08°43'25" EAST, A DISTANCE OF 13.36 FEET;

THENCE NORTH 82°10'36" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.254 ACRES, (11,046 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



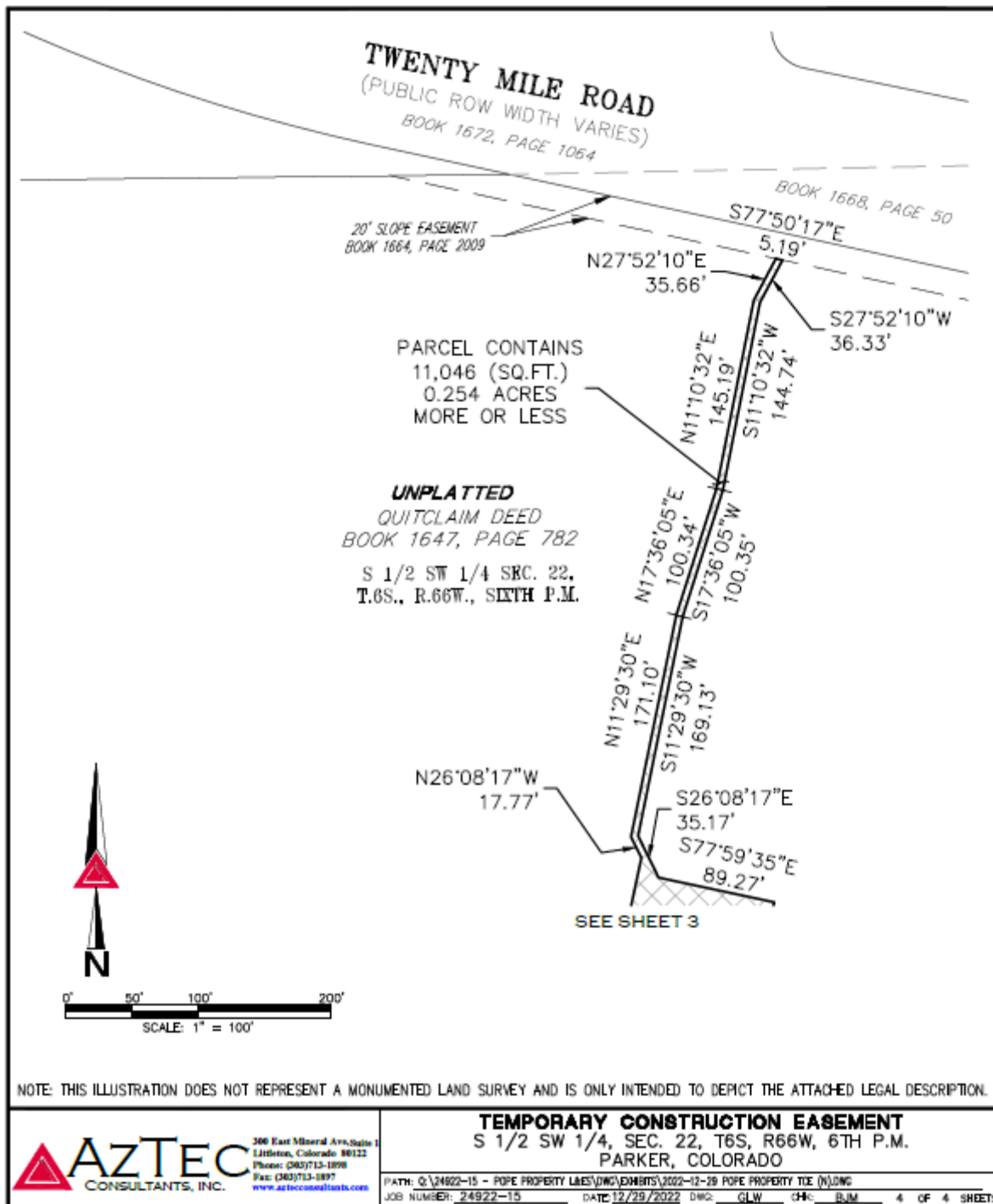


EXHIBIT G-1

Special Warranty Deed for MC-Access Road

**SPECIAL WARRANTY DEED
(MC-ACCESS ROAD)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING ALL THOSE CERTAIN PORTIONS OF TRACT A AND LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID TRACT A, WHENCE THE SOUTH BOUNDARY OF SAID TRACT A BEARS NORTH 89°33'16" EAST, A DISTANCE OF 729.74 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST BOUNDARY OF SAID TRACT A, NORTH 00°26'44" WEST, A DISTANCE OF 58.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°12'07" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'31", AN ARC LENGTH OF 179.66 FEET;

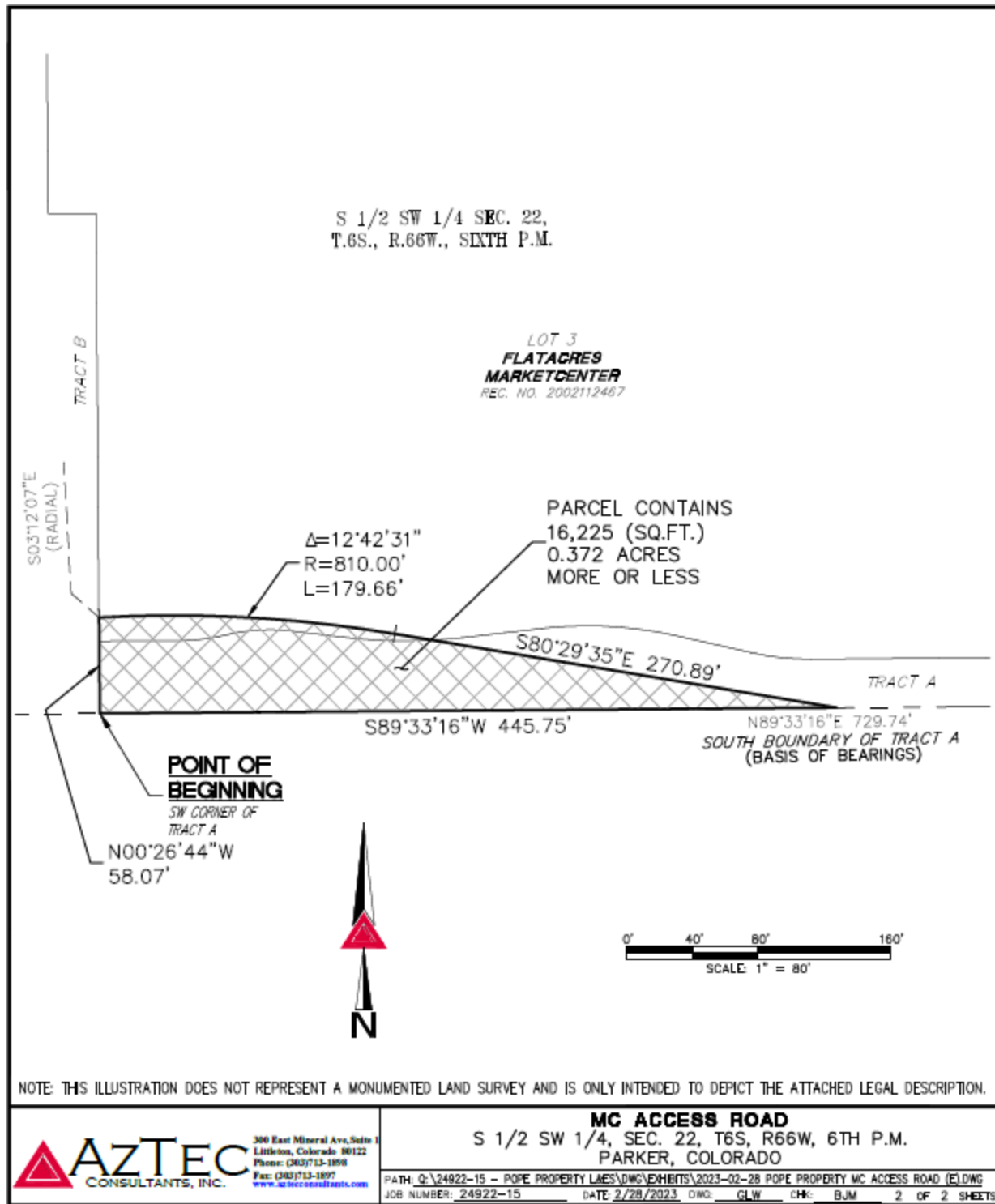
THENCE TANGENT TO SAID CURVE, SOUTH 80°29'35" EAST, A DISTANCE OF 270.89 FEET TO SAID SOUTH BOUNDARY;

THENCE ALONG SOUTH BOUNDARY, SOUTH 89°33'16" WEST, A DISTANCE OF 445.75 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.372 ACRES, (16,225 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 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 TRACT B, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS SOUTH 89°33'16" WEST, A DISTANCE OF 2,851.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 452.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 17°15'28" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'40", AN ARC LENGTH OF 278.19 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 53°03'52" WEST, A DISTANCE OF 33.11 FEET;

THENCE SOUTH 83°44'15" WEST, A DISTANCE OF 32.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 48°39'54" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°45'18", AN ARC LENGTH OF 123.31 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 15°25'17" EAST, A DISTANCE OF 34.86 FEET;

THENCE SOUTH 53°03'52" EAST, A DISTANCE OF 28.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 730.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°25'43", AN ARC LENGTH OF 553.32 FEET;

THENCE NORTH 83°30'25" EAST, A DISTANCE OF 83.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET;

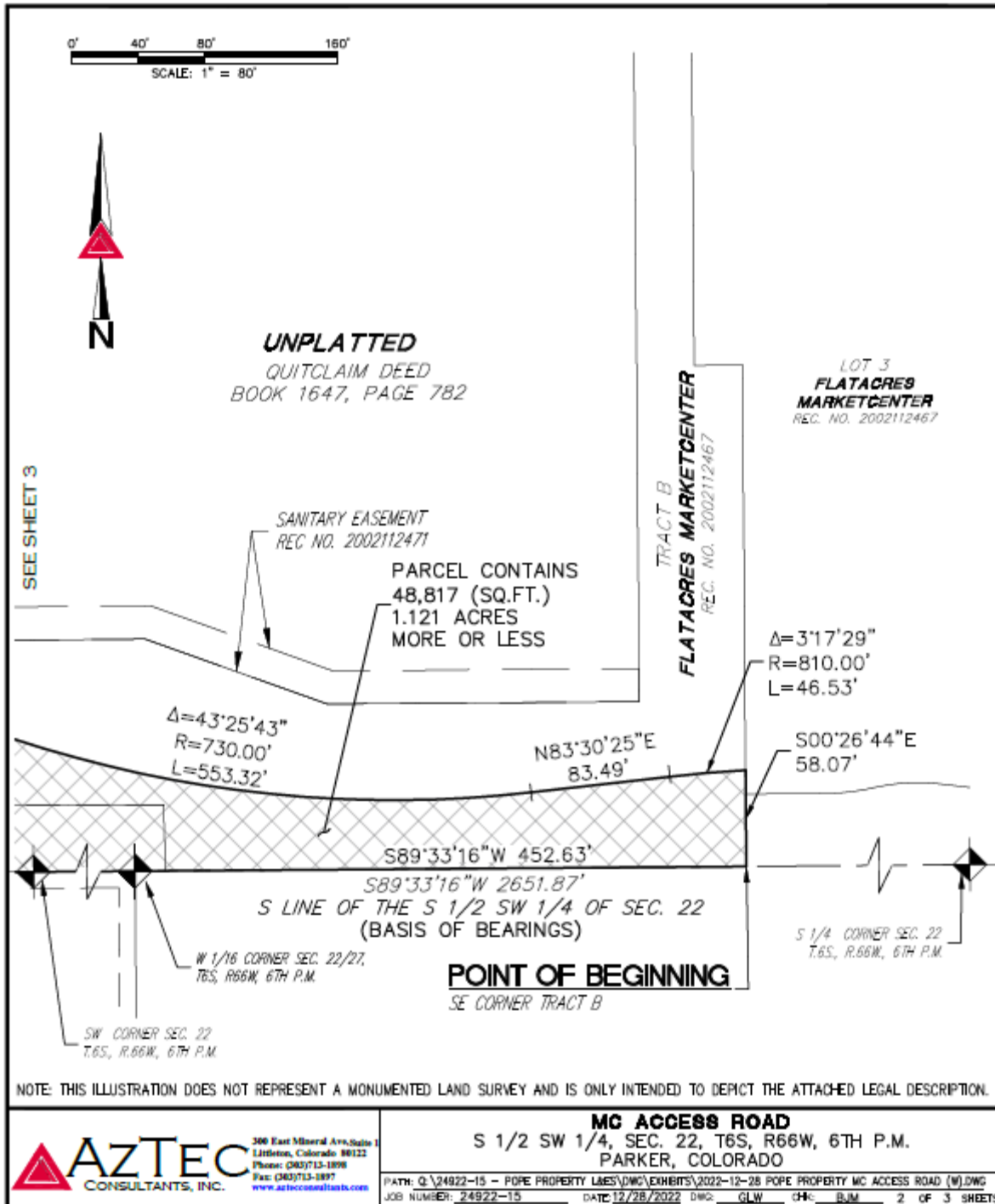
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'29", AN ARC LENGTH OF 46.53 FEET;

THENCE SOUTH 00°26'44" EAST, A DISTANCE OF 58.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.121 ACRES, (48,817 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38868
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



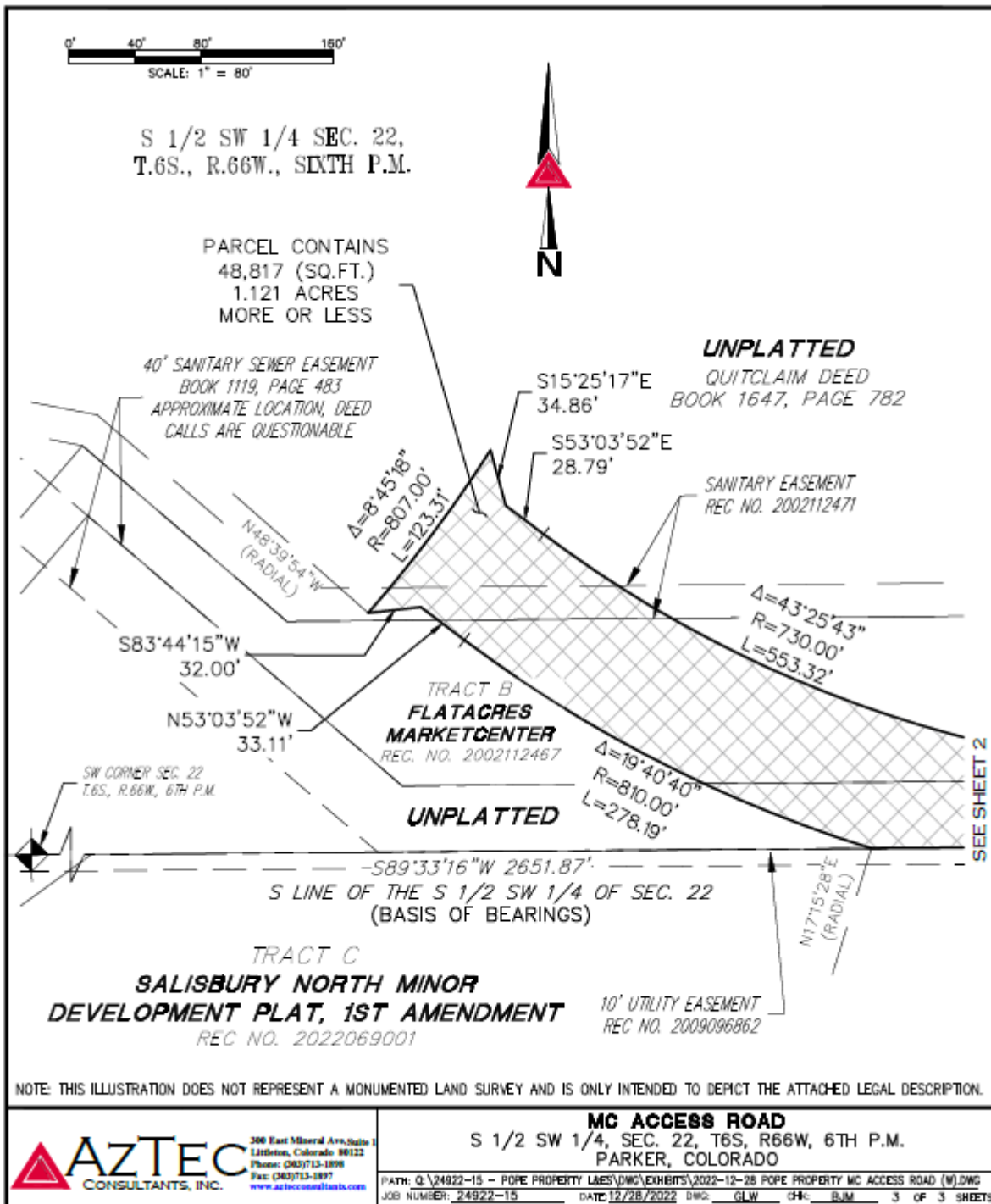


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT G-2

Slope Easement for MC-Access Road

SLOPE EASEMENT (MC-ACCESS ROAD SPUR DIKE)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "1")

Said easement is for the purpose of providing and maintaining (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 said premises 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 said 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 said property or grant any easements upon, over, across or under said 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 himself, his 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, he is well seized of the property on which the easement above conveyed is located, 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 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 by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of the KOA access 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.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

BY: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B AS DEPICTED ON SAID FLATACRES MARKETCENTER, WHENCE THE EASTERLY BOUNDARY OF SAID TRACT B BEARS NORTH 00°26'44" WEST, A DISTANCE OF 302.68 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 58.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 10.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°44'02", AN ARC LENGTH OF 182.24 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 80°26'27" EAST, A DISTANCE OF 59.50 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 3;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF LOT 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 83°26'24" WEST, A DISTANCE OF 19.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 310.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'16", AN ARC LENGTH OF 18.51 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 80°29'35" WEST, A DISTANCE OF 23.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°30'25" WEST;

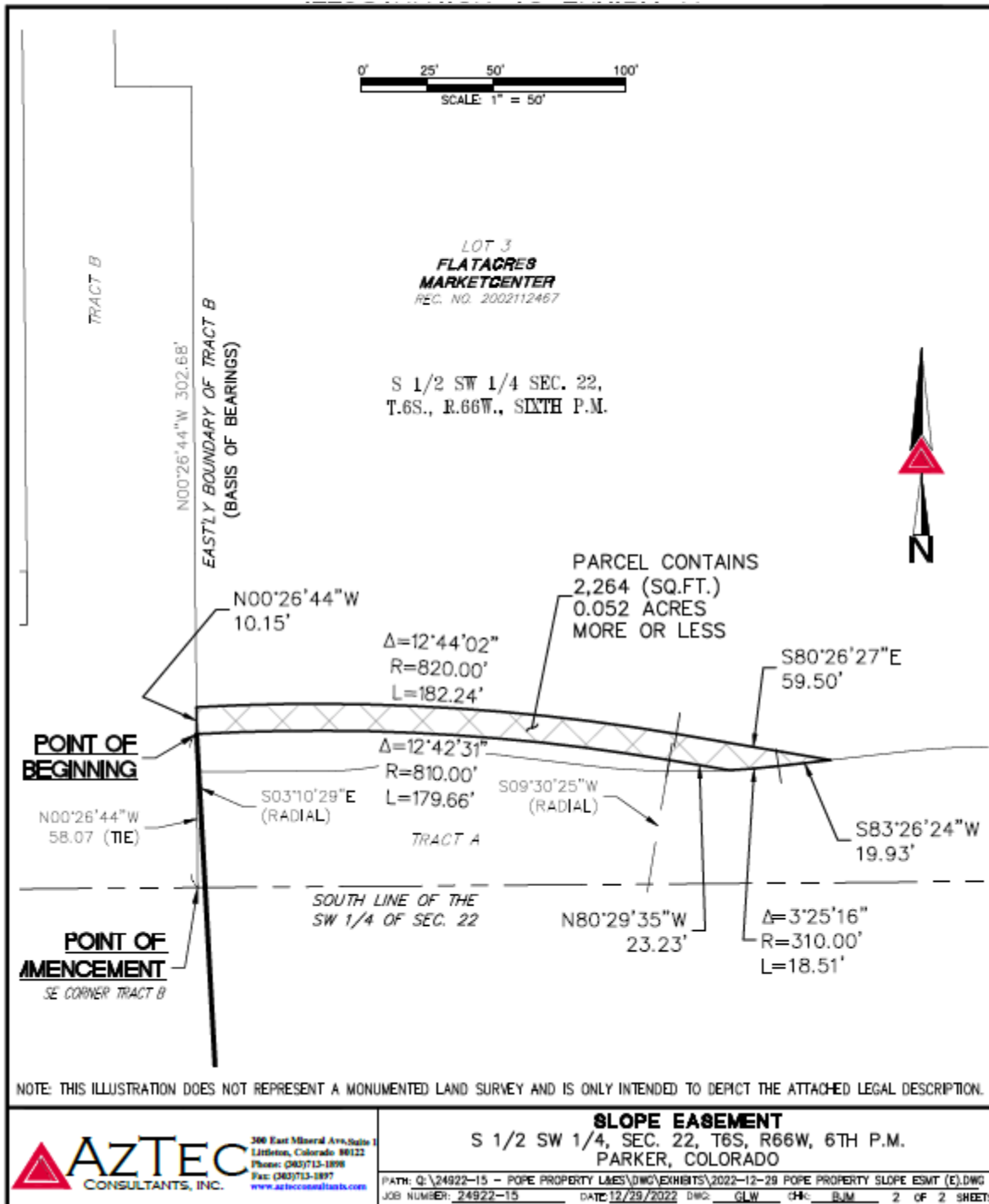
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'31", AN ARC LENGTH OF 179.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.052 ACRES, (2,264 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

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Page 1 of 2



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112487, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°59'33" EAST, A DISTANCE OF 1,043.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 37°35'36" EAST, A DISTANCE OF 11.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 720.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 36°49'40" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'51", AN ARC LENGTH OF 269.73 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 79°01'59" EAST, A DISTANCE OF 162.84 FEET;

THENCE SOUTH 89°53'59" EAST, A DISTANCE OF 215.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°42'42" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'13", AN ARC LENGTH OF 50.62 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°28'44" EAST, A DISTANCE OF 10.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°08'50" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'23", AN ARC LENGTH OF 46.51 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 83°27'29" WEST, A DISTANCE OF 83.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 730.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°29'35" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°25'43", AN ARC LENGTH OF 553.32 FEET;

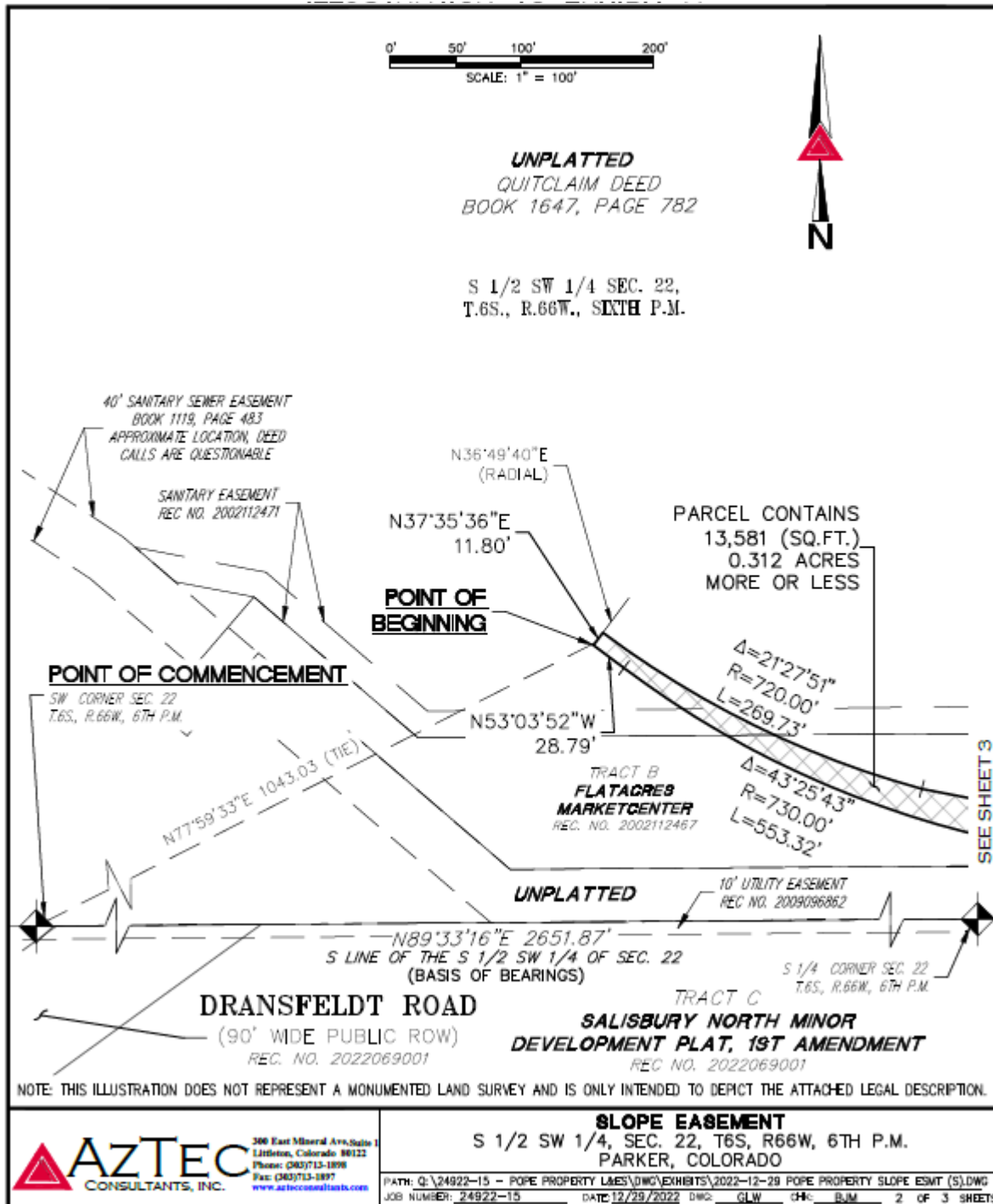
THENCE TANGENT TO SAID CURVE, NORTH 53°03'52" WEST, A DISTANCE OF 28.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.312 ACRES, (13,581 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

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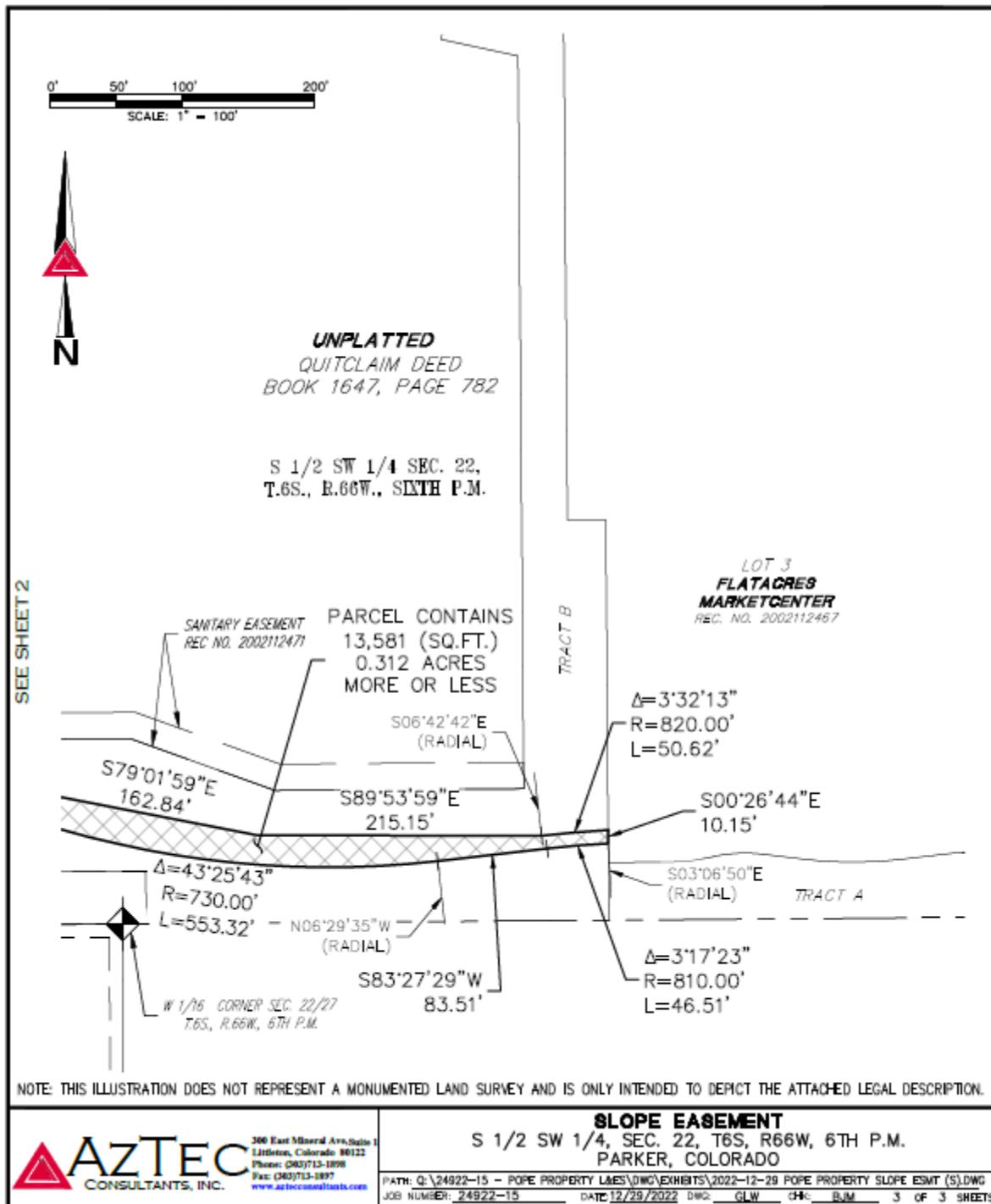


EXHIBIT G-3

Construction Easement for MC-Access Road

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (MC-ACCESS ROAD SPUR DIKE)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of spur dike improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: : DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 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 TRACT B AS DEPICTED ON SAID FLATACRES MARKETCENTER, WHENCE THE EASTERLY BOUNDARY OF SAID TRACT B BEARS NORTH 00°26'44" WEST, A DISTANCE OF 302.68 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 68.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 825.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°43'02", AN ARC LENGTH OF 183.12 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 80°26'27" EAST, A DISTANCE OF 76.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 3;

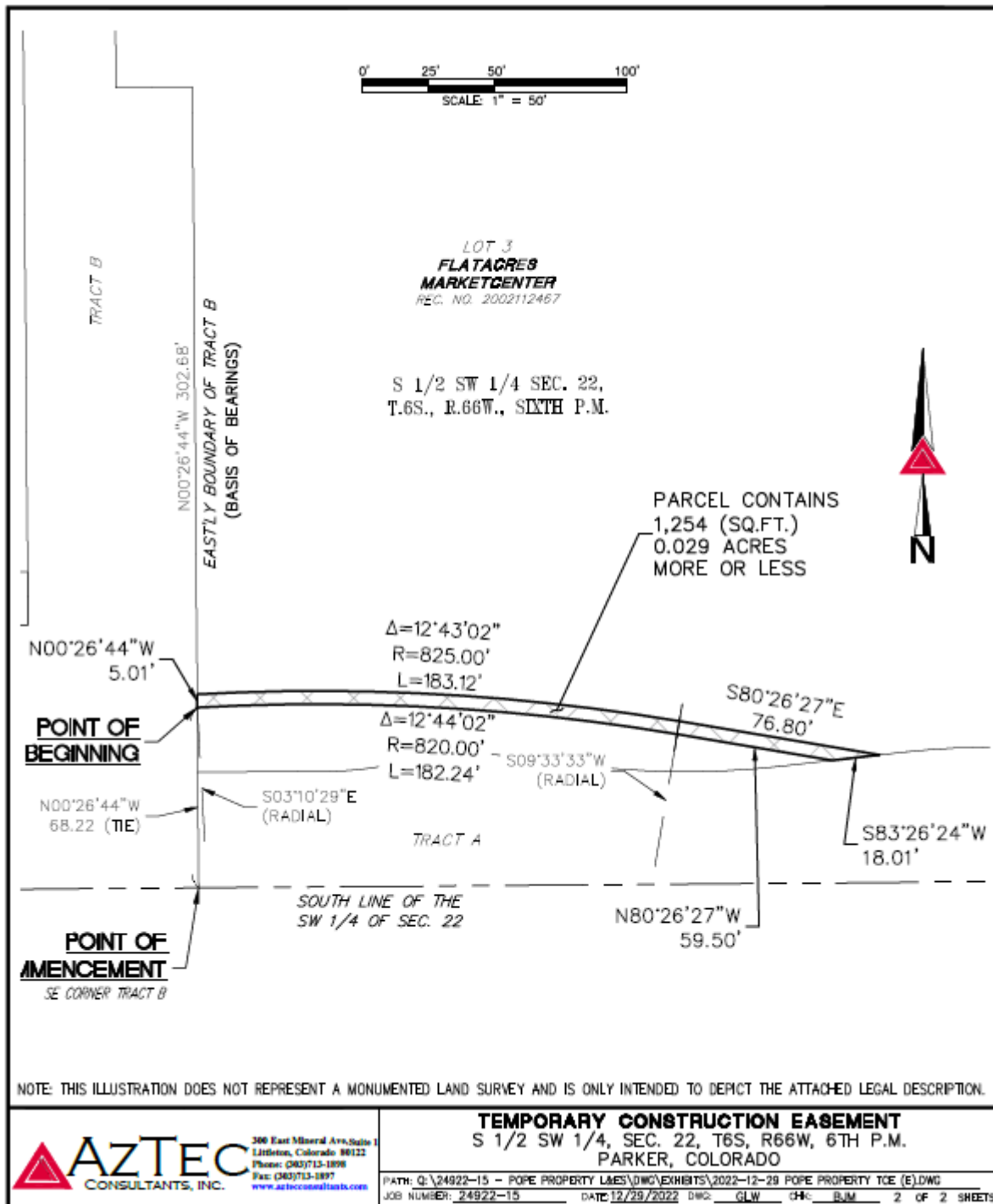
THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH 83°26'24" WEST, A DISTANCE OF 18.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°33'33" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°44'02", AN ARC LENGTH OF 182.24 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.029 ACRES, (1,254 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°34'33" EAST, A DISTANCE OF 1,052.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 82°10'38" EAST, A DISTANCE OF 10.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 715.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 38°05'47" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°43'03", AN ARC LENGTH OF 258.54 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 79°01'59" EAST, A DISTANCE OF 162.18 FEET;

THENCE SOUTH 89°53'59" EAST, A DISTANCE OF 214.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 825.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°41'27" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'58", AN ARC LENGTH OF 50.87 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°28'44" EAST, A DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'13", AN ARC LENGTH OF 50.62 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°53'59" WEST, A DISTANCE OF 215.15 FEET;

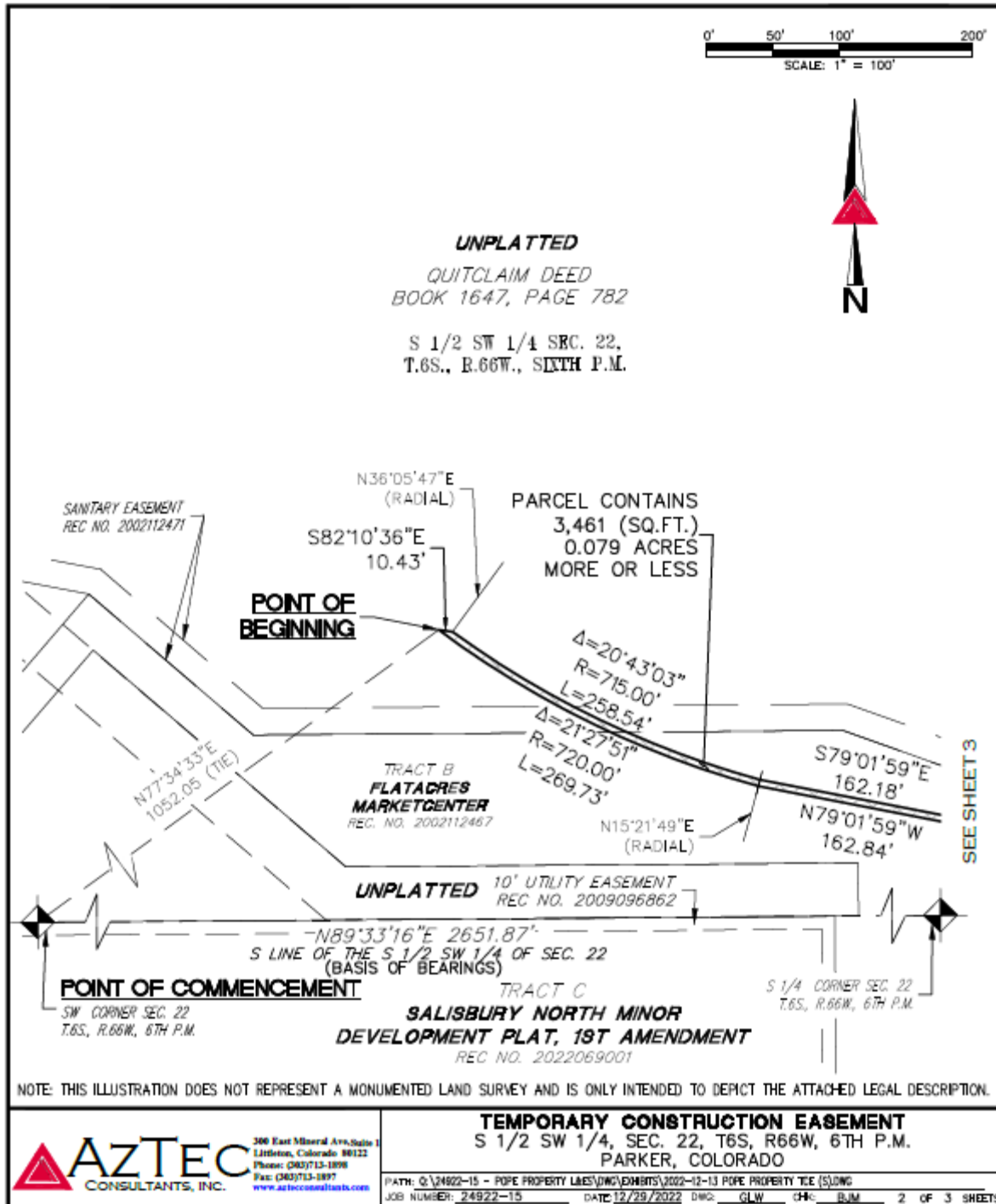
THENCE NORTH 79°01'59" WEST, A DISTANCE OF 162.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 720.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°21'49" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'51", AN ARC LENGTH OF 269.73 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 0.079 ACRES, (3,461 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



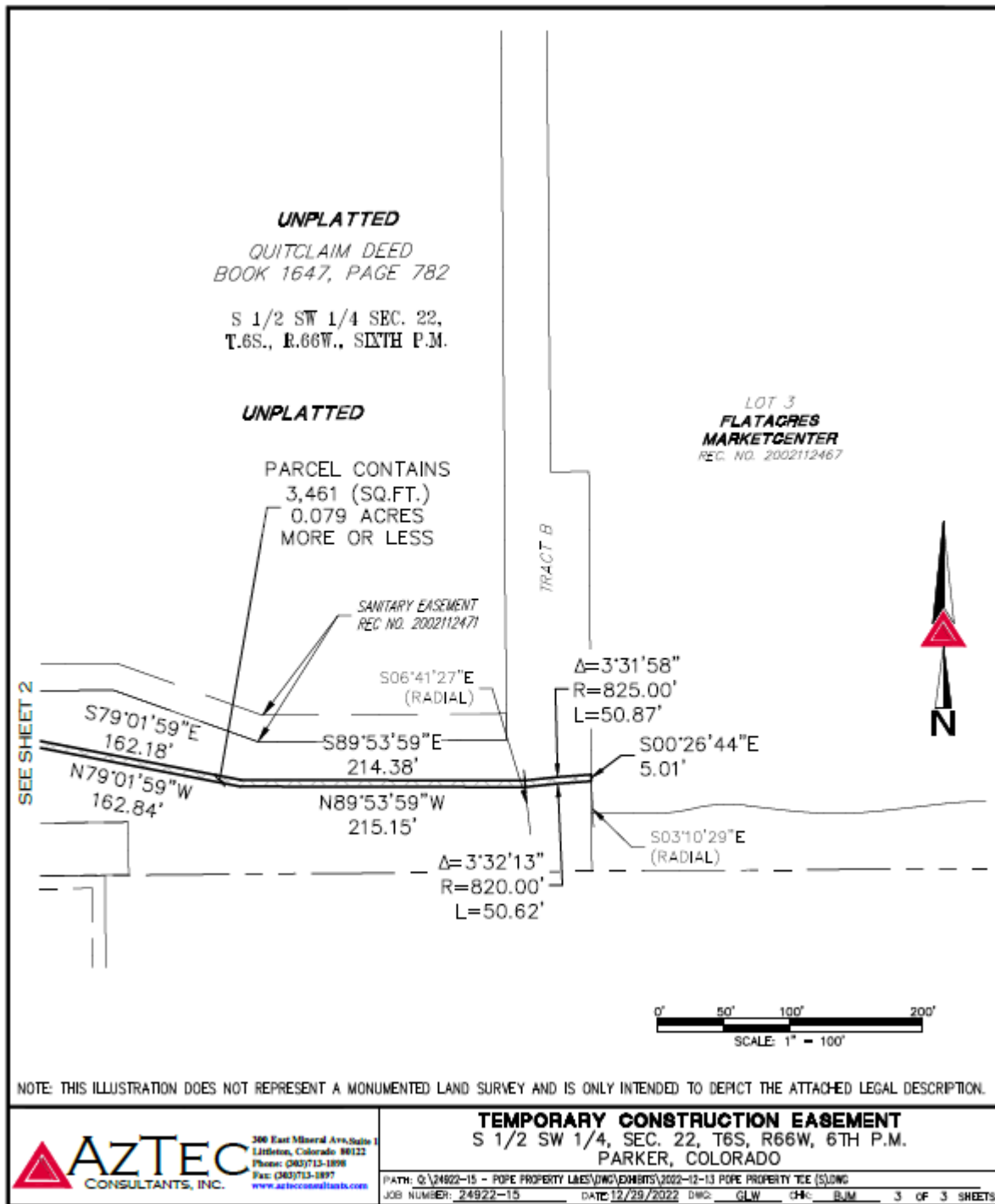


EXHIBIT H-1

Special Warranty Deed for the Flood Plain/Preble's Jumping Mouse Habitat

**SPECIAL WARRANTY DEED
(FLOOD PLAIN/PREBLE'S JUMPING MOUSE HABITAT)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this ____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE, ALONG SAID NORTH BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE BOUNDARY OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;
3. NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID BOUNDARY, SOUTH 49°20'44" EAST, A DISTANCE OF 67.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 39°56'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°57'08", AN ARC LENGTH OF 49.46 FEET;

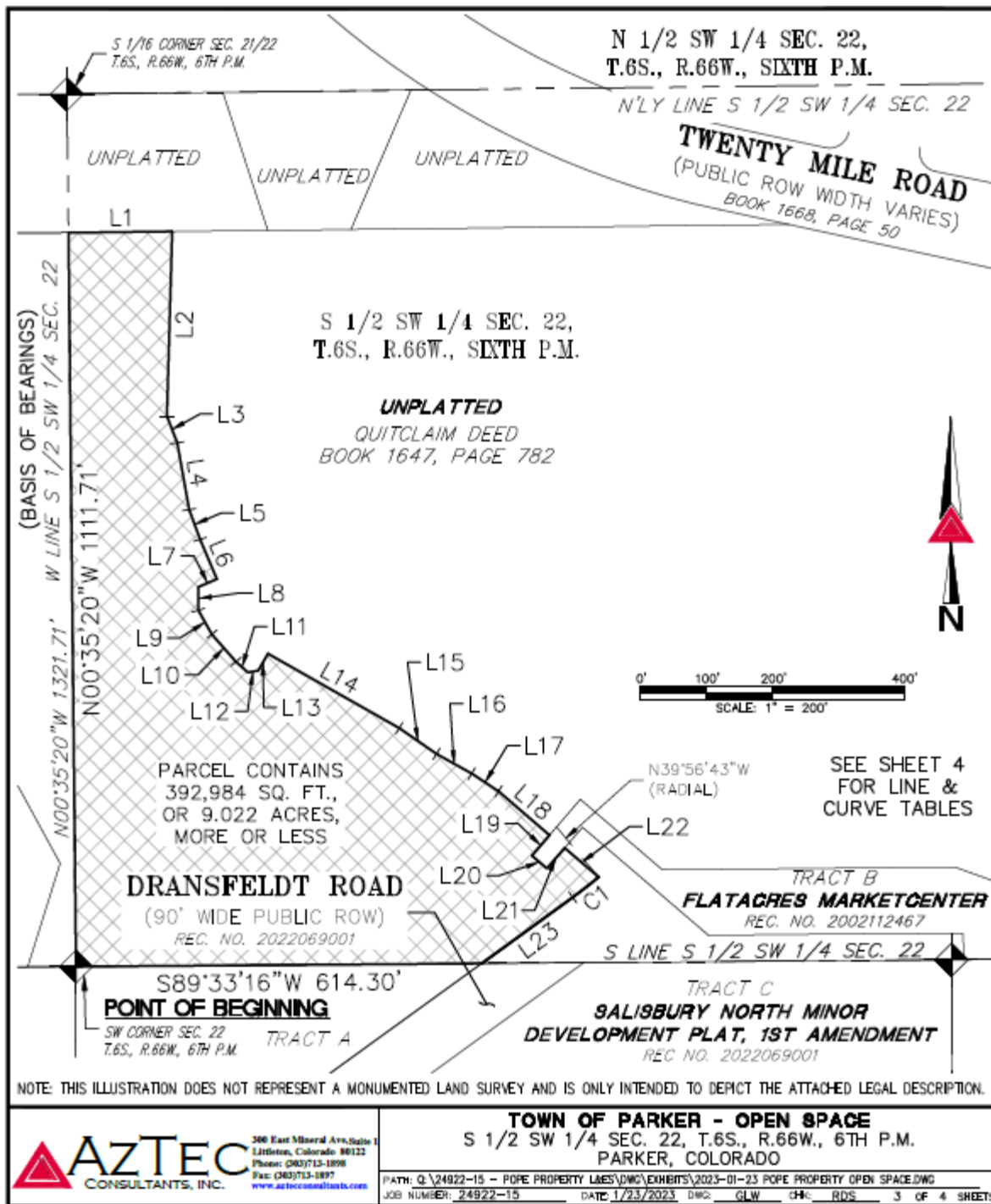
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'24" WEST, A DISTANCE OF 170.59 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 614.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.022 ACRES, (392,984 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	67.71'
L23	S54°00'24"W	170.59'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°57'08"	717.00'	49.46'

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

	TOWN OF PARKER - OPEN SPACE S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M. PARKER, COLORADO		
	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		
PATH: Q:\24822-15 - POPE PROPERTY LINES\DWG\EXHIBITS\2023-01-23 POPE PROPERTY OPEN SPACE.DWG JOB NUMBER: 24822-15 DATE: 1/23/2023 DWG: GLW CHK: RDS 4 OF 4 SHEETS			

EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT H-2

Construction Easement for the Flood Plain/Preble's Jumping Mouse Habitat

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (FLOOD PLAIN/PREBLE'S JUMPING MOUSE HABITAT)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 31°28'21" EAST, A DISTANCE OF 557.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 34°26'20" WEST, A DISTANCE OF 136.69 FEET;

THENCE NORTH 22°50'44" WEST, A DISTANCE OF 65.31 FEET;

THENCE NORTH 20°12'12" WEST, A DISTANCE OF 48.10 FEET;

THENCE NORTH 10°07'17" WEST, A DISTANCE OF 102.72 FEET;

THENCE NORTH 20°52'44" WEST, A DISTANCE OF 43.42 FEET;

THENCE NORTH 01°36'57" EAST, A DISTANCE OF 278.36 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 58.39 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°00'00" EAST, A DISTANCE OF 130.63 FEET;

THENCE SOUTH 18°33'15" WEST, A DISTANCE OF 121.20 FEET;

THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 171.18 FEET;

THENCE SOUTH 20°12'12" EAST, A DISTANCE OF 45.32 FEET;

THENCE SOUTH 22°50'03" EAST, A DISTANCE OF 65.64 FEET;

THENCE SOUTH 33°15'23" EAST, A DISTANCE OF 118.74 FEET;

THENCE SOUTH 60°26'40" EAST, A DISTANCE OF 54.52 FEET;

THENCE NORTH 66°33'50" EAST, A DISTANCE OF 90.04 FEET;

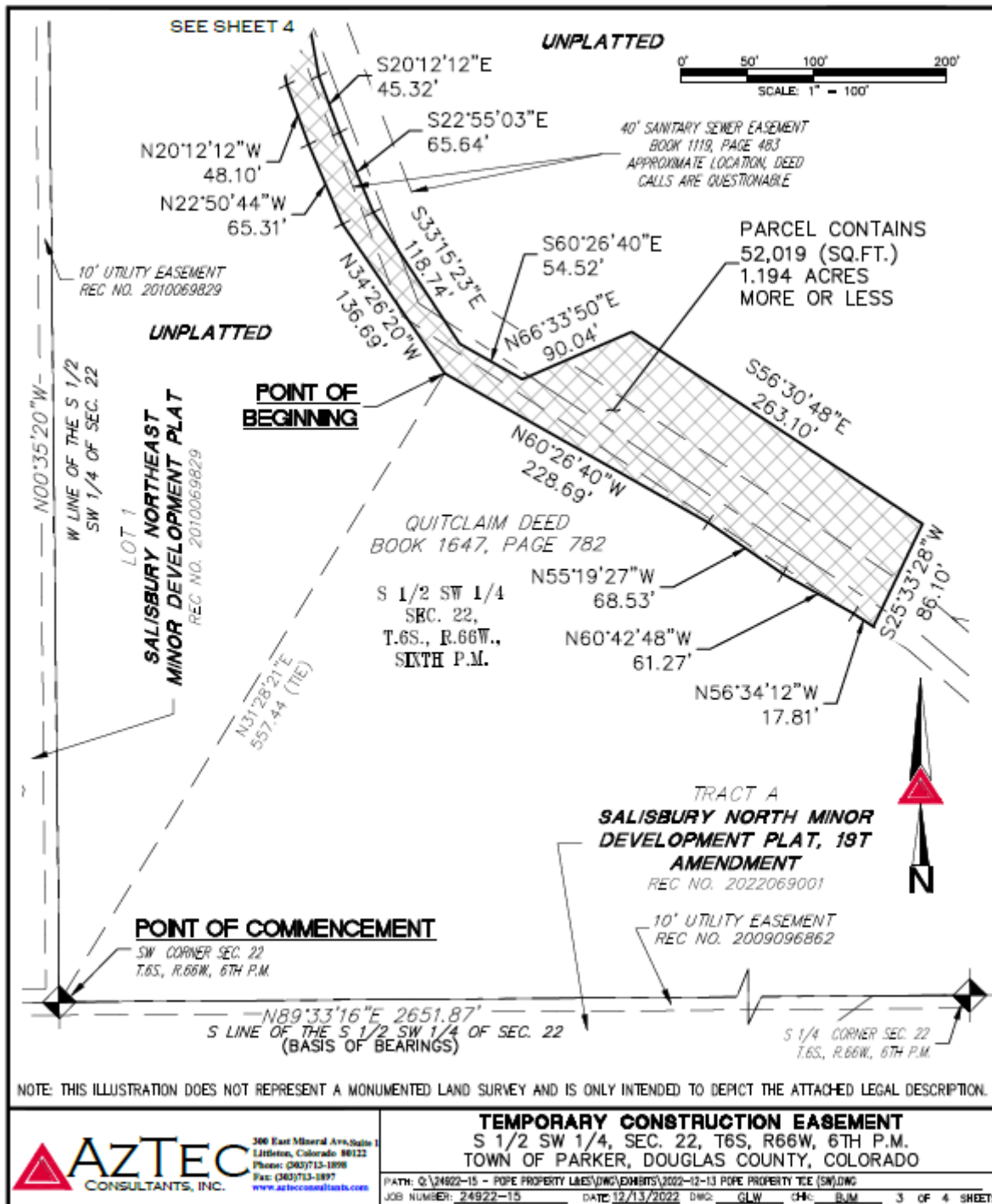
THENCE SOUTH 56°30'48" EAST, A DISTANCE OF 263.10 FEET;

THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 86.10 FEET;

THENCE NORTH 56°34'12" WEST, A DISTANCE OF 17.81 FEET;
THENCE NORTH 60°42'48" WEST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 55°19'27" WEST, A DISTANCE OF 68.53 FEET;
THENCE NORTH 60°26'40" WEST, A DISTANCE OF 228.69 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 1.194 ACRES, (52,019 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

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Page 2 of 4



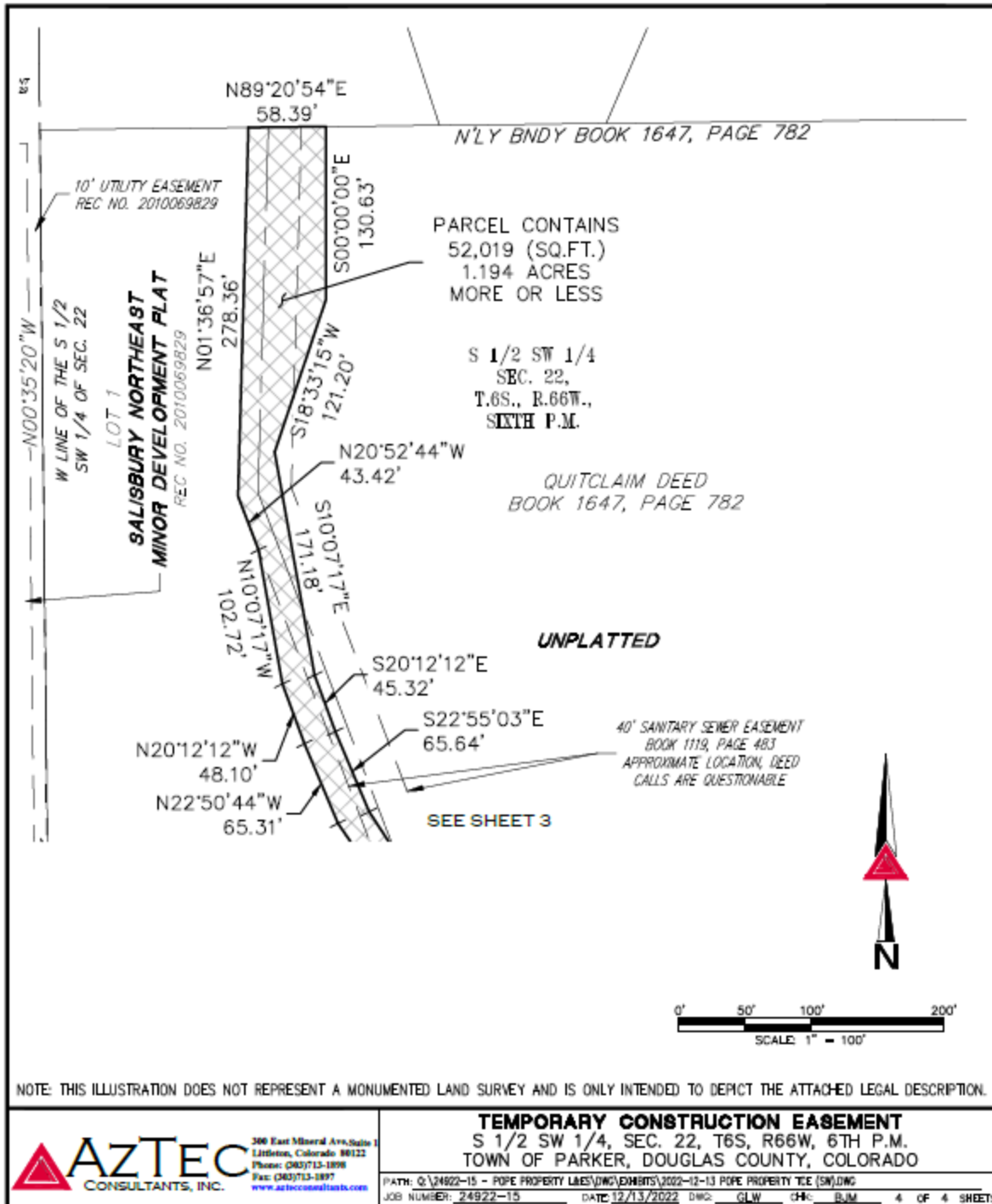


EXHIBIT I

Vicinity Map for Privacy Fence and Boundary Fence

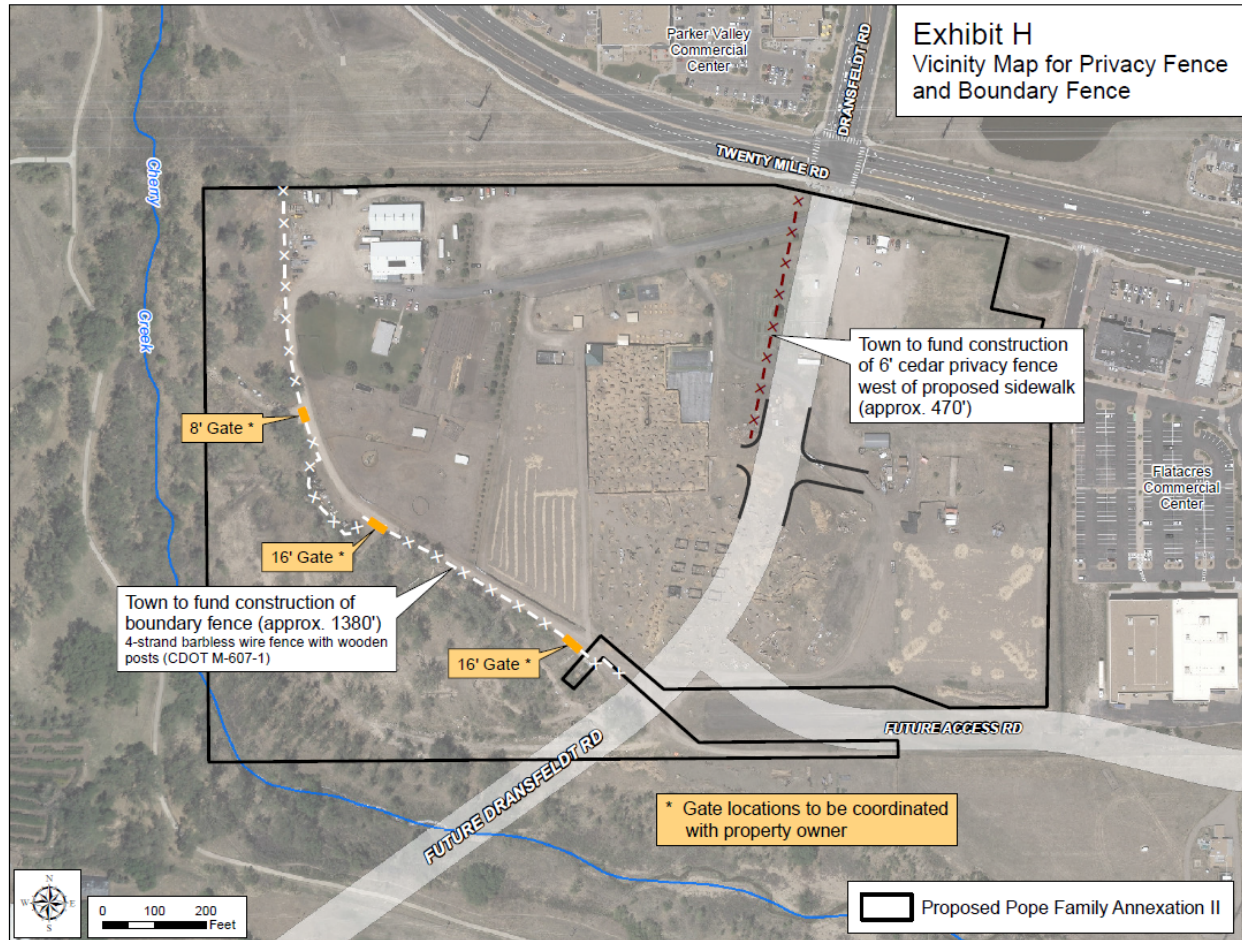


EXHIBIT J-1

Special Warranty Deed for the Drainage Pond

**SPECIAL WARRANTY DEED
(PERMANENT DRAINAGE POND)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantors, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTORS: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETPLACE, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 65°18'05" EAST, A DISTANCE OF 676.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'53" EAST, A DISTANCE OF 376.82 FEET;

THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;

THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;

THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°51'05" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°54'22", AN ARC LENGTH OF 474.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'44" WEST, A DISTANCE OF 199.65 FEET;

THENCE NORTH 56°33'48" WEST, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.943 ACRES, (128,185 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

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Page 1 of 2

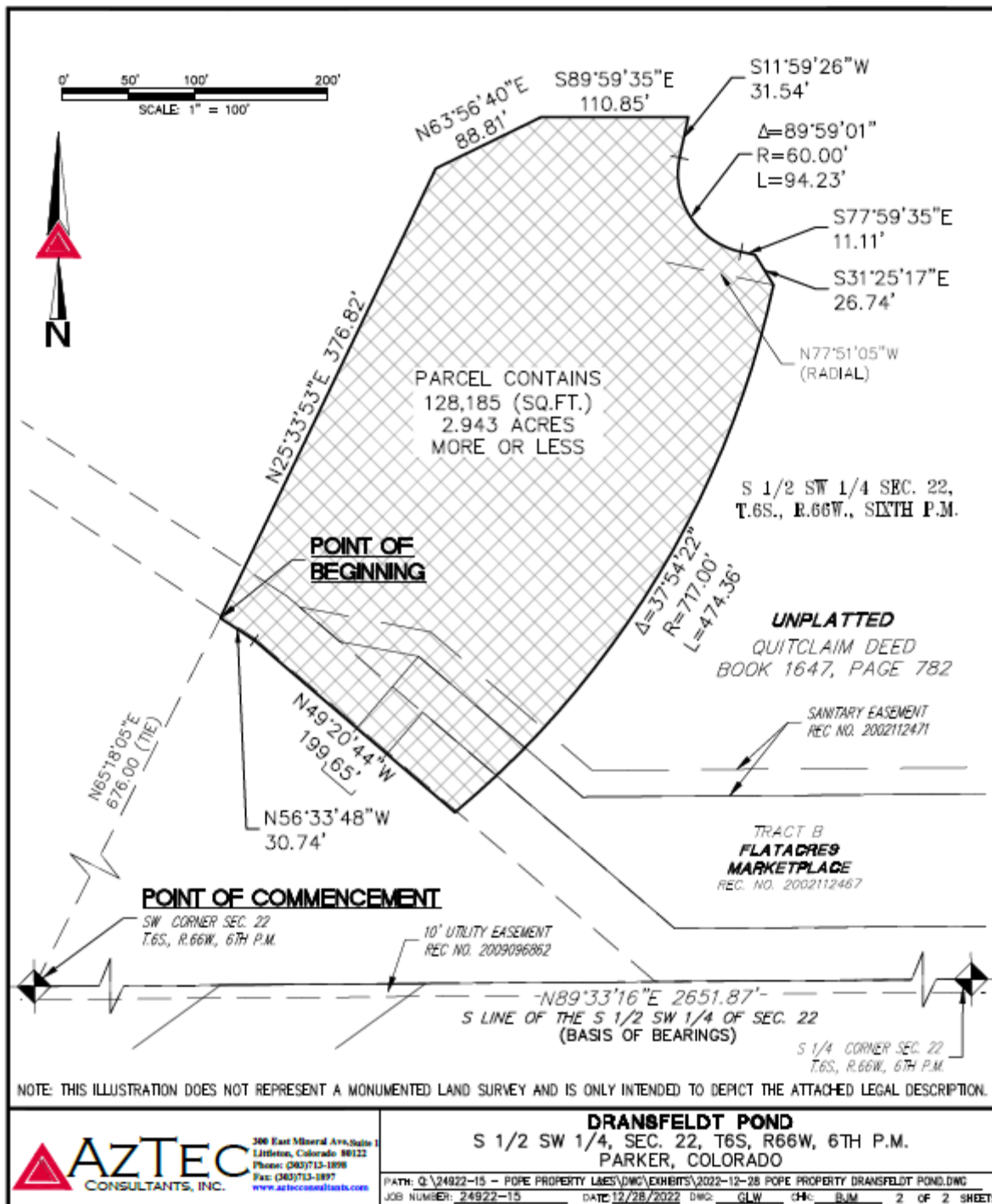


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT J-2

Drainage Easement for Drainage Pond Outfall

DRAINAGE EASEMENT AGREEMENT (PERMANENT DRAINAGE POND OUTFALL)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2023, by DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the Town of Parker, Colorado ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of a drainage outfall pipeline (the "Drainage Facilities") on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the easement rights herein granted and Grantee does hereby covenant and 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 construction and maintenance of the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. **Unencumbered Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. **Operation and Maintenance.** The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. **Grantor Defined.** The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors,

grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

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

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

7. Miscellaneous.

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

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

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

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

G:\LEGAL\ANNEX\POPE II 2022\ANNEXATION - POPE PROPERTY - ANNEXATION AGREEMENT 10-17-2023 FINAL.DOCX

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 40°38'20" EAST, A DISTANCE OF 566.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 60°26'15" WEST, A DISTANCE OF 38.53 FEET;

THENCE NORTH 68°25'41" EAST, A DISTANCE OF 103.60 FEET;

THENCE SOUTH 56°34'19" EAST, A DISTANCE OF 255.23 FEET;

THENCE SOUTH 25°33'53" WEST, A DISTANCE OF 30.28 FEET;

THENCE NORTH 56°34'19" WEST, A DISTANCE OF 243.76 FEET;

THENCE SOUTH 68°25'41" WEST, A DISTANCE OF 63.80 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.229 ACRES, (9,996 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

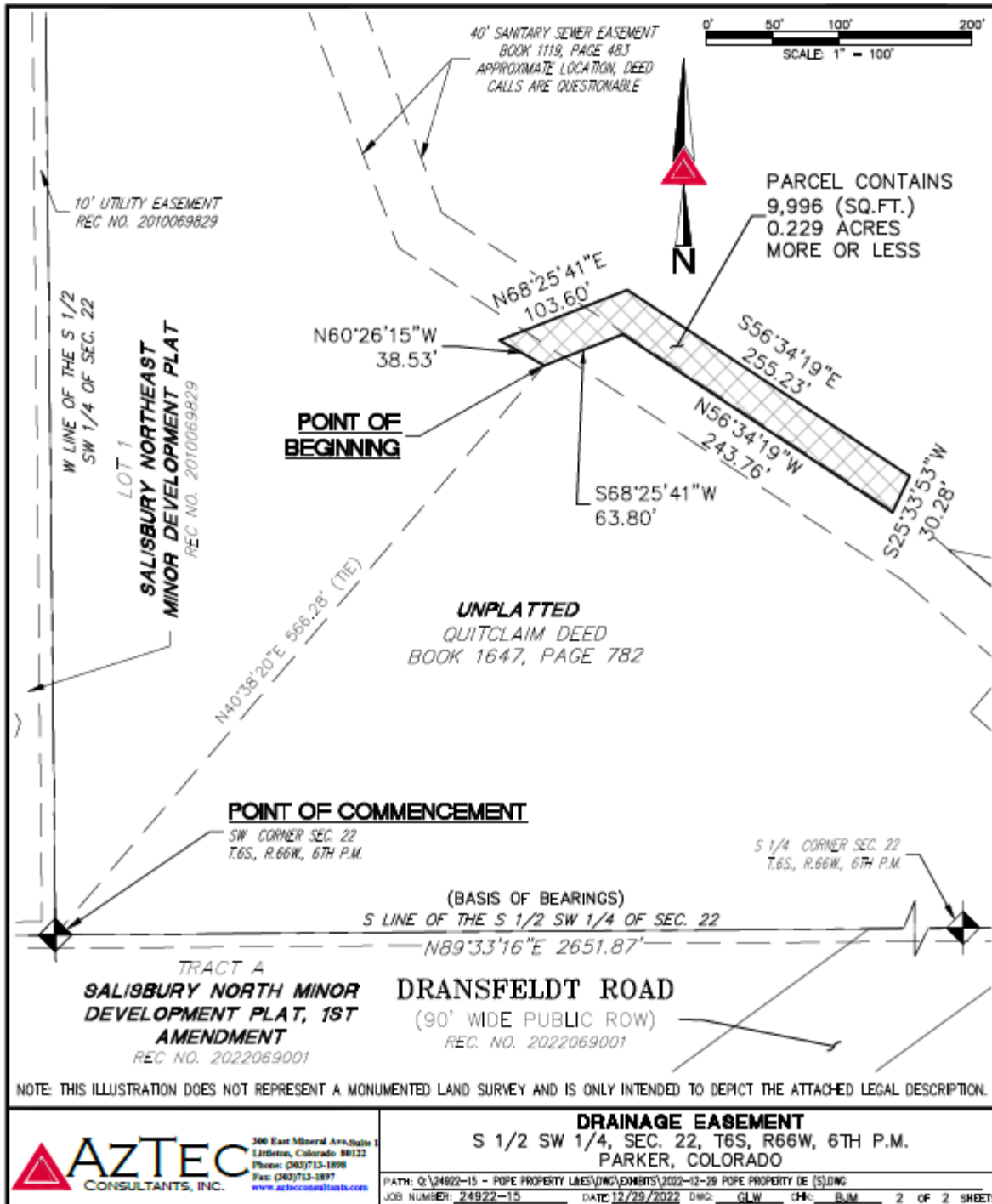


EXHIBIT J-3

Driveway Access Easement

ACCESS DRIVE EASEMENT AGREEMENT (PERMANENT DRAINAGE POND)

THIS ACCESS DRIVE EASEMENT AGREEMENT is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (“Grantor”), and TOWN OF PARKER, COLORADO, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the Town of Parker, State of Colorado, which is described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Easement Property”);

WHEREAS, Grantee constructed a drainage pond on the real property described in **Exhibit 2**, which is attached hereto and incorporated by this reference (the “Drainage Pond”); and

WHEREAS, Grantee desires an access easement across the Easement Property in order to access the Drainage Pond from Dransfeldt Road.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, its successors and assigns, full and free right and authority for a nonexclusive and perpetual access easement to access the Drainage Pond to the extent described herein, in the Town of Parker, State of Colorado, to wit:

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive access easement over, across, above and through the Easement Property for the purpose of accessing the Drainage Pond.

2. Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through and across the Easement Property for the sole purpose of accessing the Drainage Pond. Grantee shall not construct any improvements on the Easement Property, temporary or otherwise.

3. Grantor shall not construct or place any structure, building or other permanent improvement on the Easement Property, which will materially interfere with the Grantee’s use and enjoyment of the Easement Property, other than the driveway that currently occupies the Easement Property.

4. In the event the Grantee uses the Easement Property for access resulting in the disturbance of the surface of the Easement Property, Grantee agrees to restore the disturbed area to a condition comparable with the original condition, within ten (10) days of the date of the disturbance.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair the rights of the Grantee herein contained.

6. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement Agreement by their respective duly authorized officers as of the date and year first above set forth.

**GRANTOR: TOWN OF PARKER,
COLORADO**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

**GRANTEE: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 56°43'34" EAST, A DISTANCE OF 1,149.27 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 11°59'01" EAST, A DISTANCE OF 32.50 FEET;

THENCE SOUTH 78°00'59" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°00'59" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°47'44", AN ARC LENGTH OF 33.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 78°00'00" EAST, A DISTANCE OF 9.88 FEET;

THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 67.00 FEET;

THENCE NORTH 78°00'00" WEST, A DISTANCE OF 7.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.113 ACRES, (4,927 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

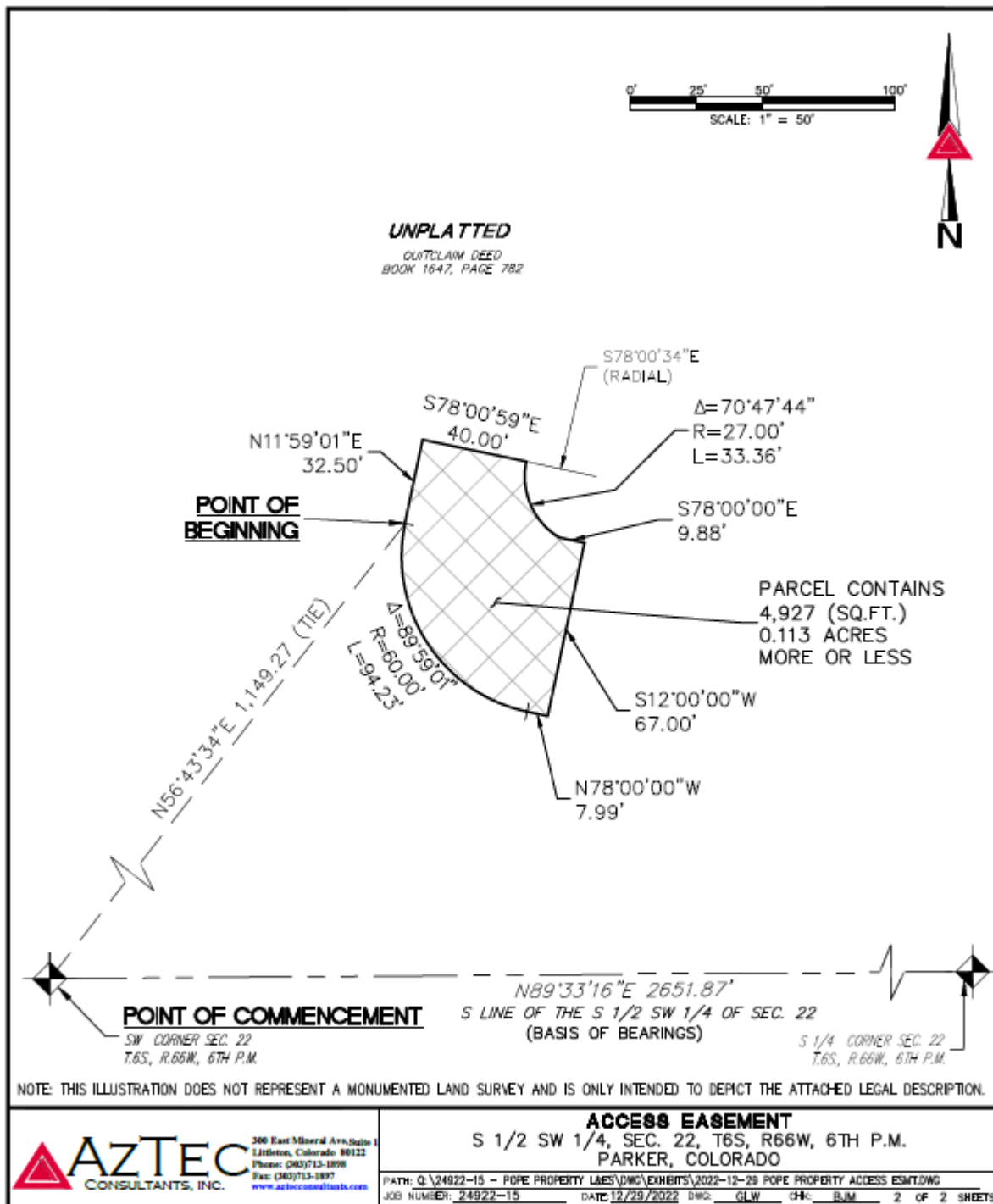


EXHIBIT 2

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETPLACE, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 65°18'05" EAST, A DISTANCE OF 676.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'53" EAST, A DISTANCE OF 376.82 FEET;

THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;

THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;

THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°51'05" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°54'22", AN ARC LENGTH OF 474.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'44" WEST, A DISTANCE OF 199.65 FEET;

THENCE NORTH 56°33'48" WEST, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.943 ACRES, (128,185 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
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Page 1 of 2

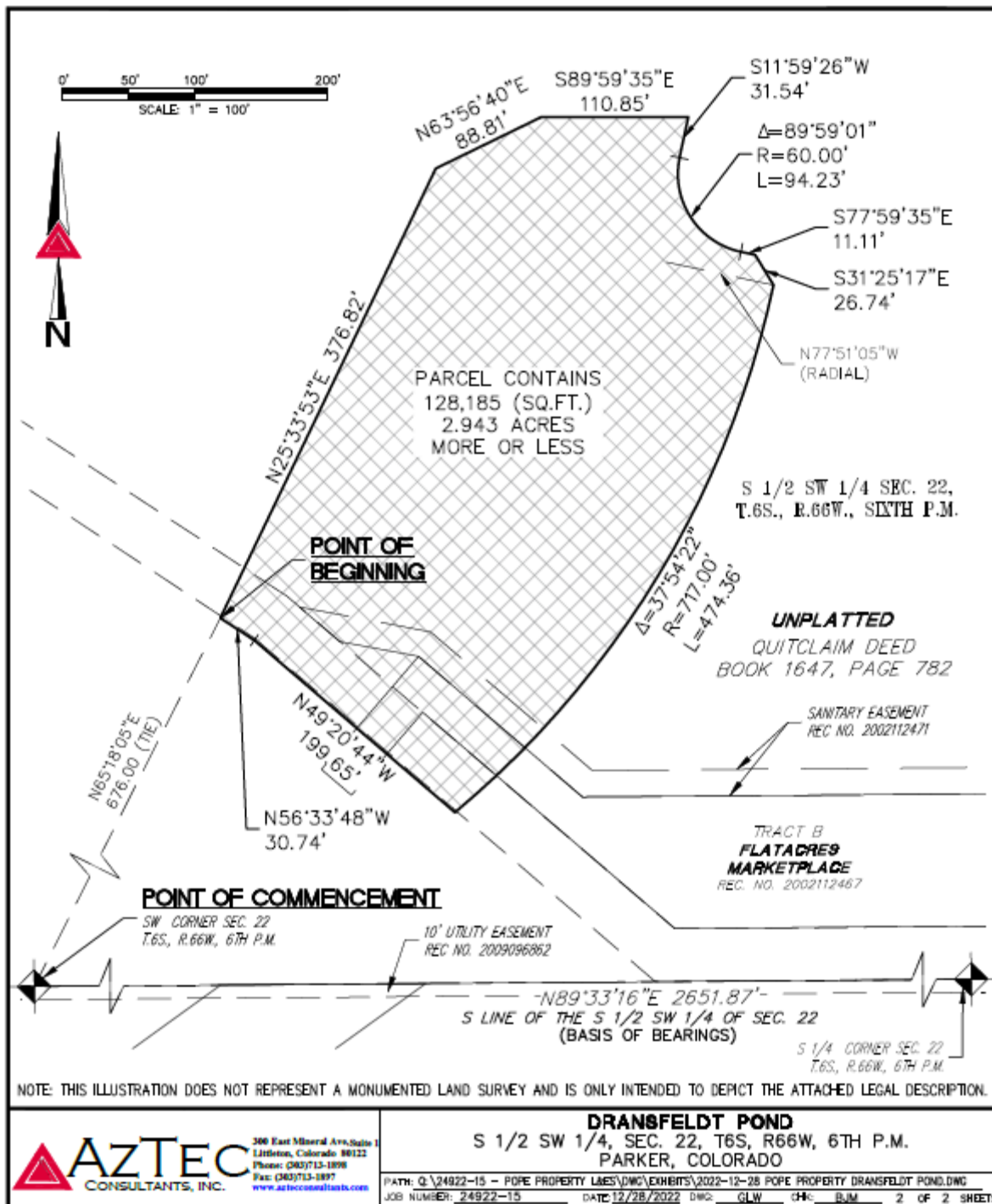


EXHIBIT J-4

Construction Easement for Drainage Pond

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(PERMANENT DRAINAGE POND)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of drainage pond improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 31°28'21" EAST, A DISTANCE OF 557.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 34°26'20" WEST, A DISTANCE OF 136.69 FEET;

THENCE NORTH 22°50'44" WEST, A DISTANCE OF 65.31 FEET;

THENCE NORTH 20°12'12" WEST, A DISTANCE OF 48.10 FEET;

THENCE NORTH 10°07'17" WEST, A DISTANCE OF 102.72 FEET;

THENCE NORTH 20°52'44" WEST, A DISTANCE OF 43.42 FEET;

THENCE NORTH 01°36'57" EAST, A DISTANCE OF 278.36 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 58.39 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°00'00" EAST, A DISTANCE OF 130.63 FEET;

THENCE SOUTH 18°33'15" WEST, A DISTANCE OF 121.20 FEET;

THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 171.18 FEET;

THENCE SOUTH 20°12'12" EAST, A DISTANCE OF 45.32 FEET;

THENCE SOUTH 22°50'03" EAST, A DISTANCE OF 65.64 FEET;

THENCE SOUTH 33°15'23" EAST, A DISTANCE OF 118.74 FEET;

THENCE SOUTH 60°26'40" EAST, A DISTANCE OF 54.52 FEET;

THENCE NORTH 66°33'50" EAST, A DISTANCE OF 90.04 FEET;

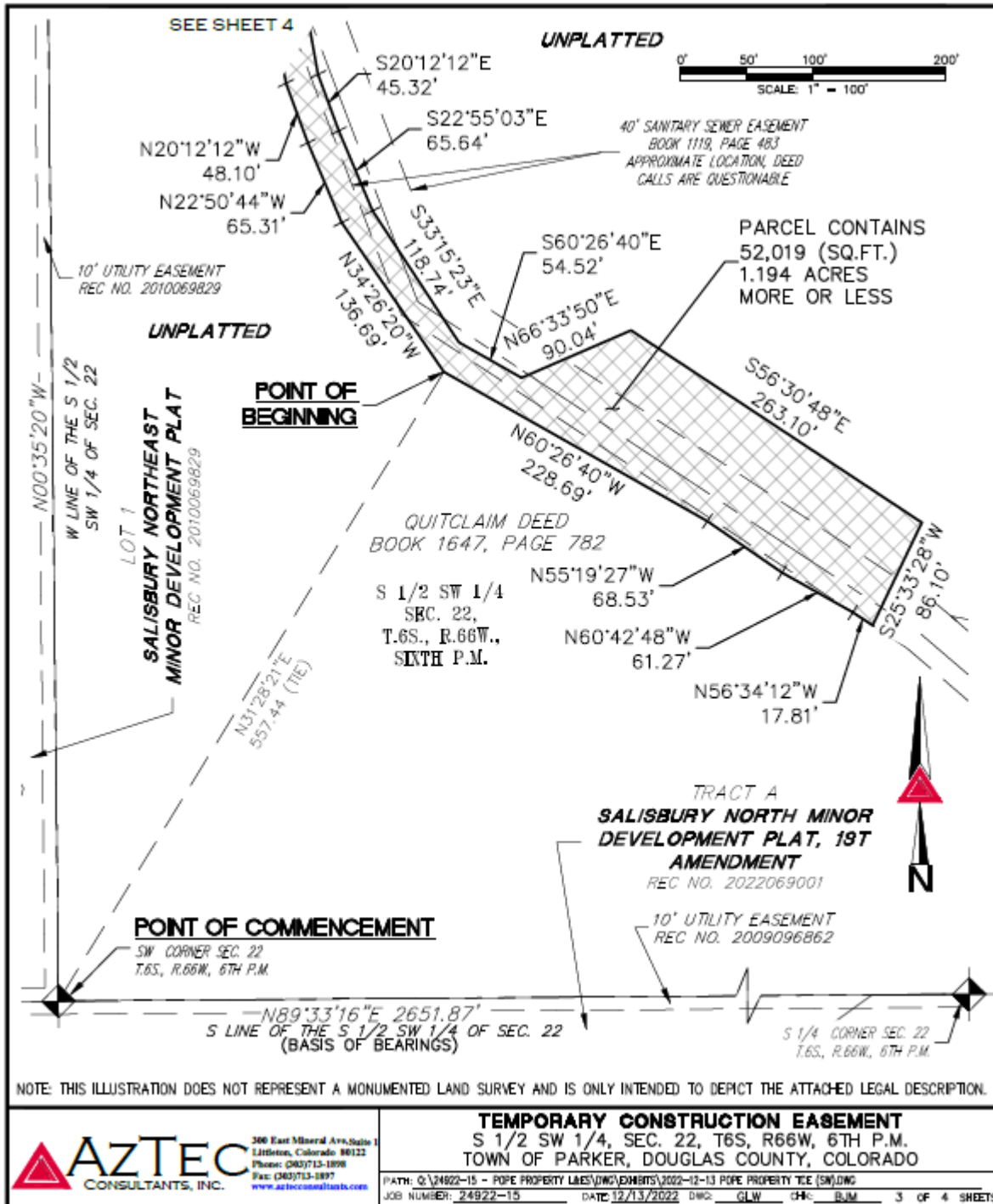
THENCE SOUTH 56°30'48" EAST, A DISTANCE OF 263.10 FEET;

THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 86.10 FEET;

THENCE NORTH 56°34'12" WEST, A DISTANCE OF 17.81 FEET;
THENCE NORTH 60°42'48" WEST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 55°19'27" WEST, A DISTANCE OF 68.53 FEET;
THENCE NORTH 60°26'40" WEST, A DISTANCE OF 228.69 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 1.194 ACRES, (52,019 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

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Page 2 of 4



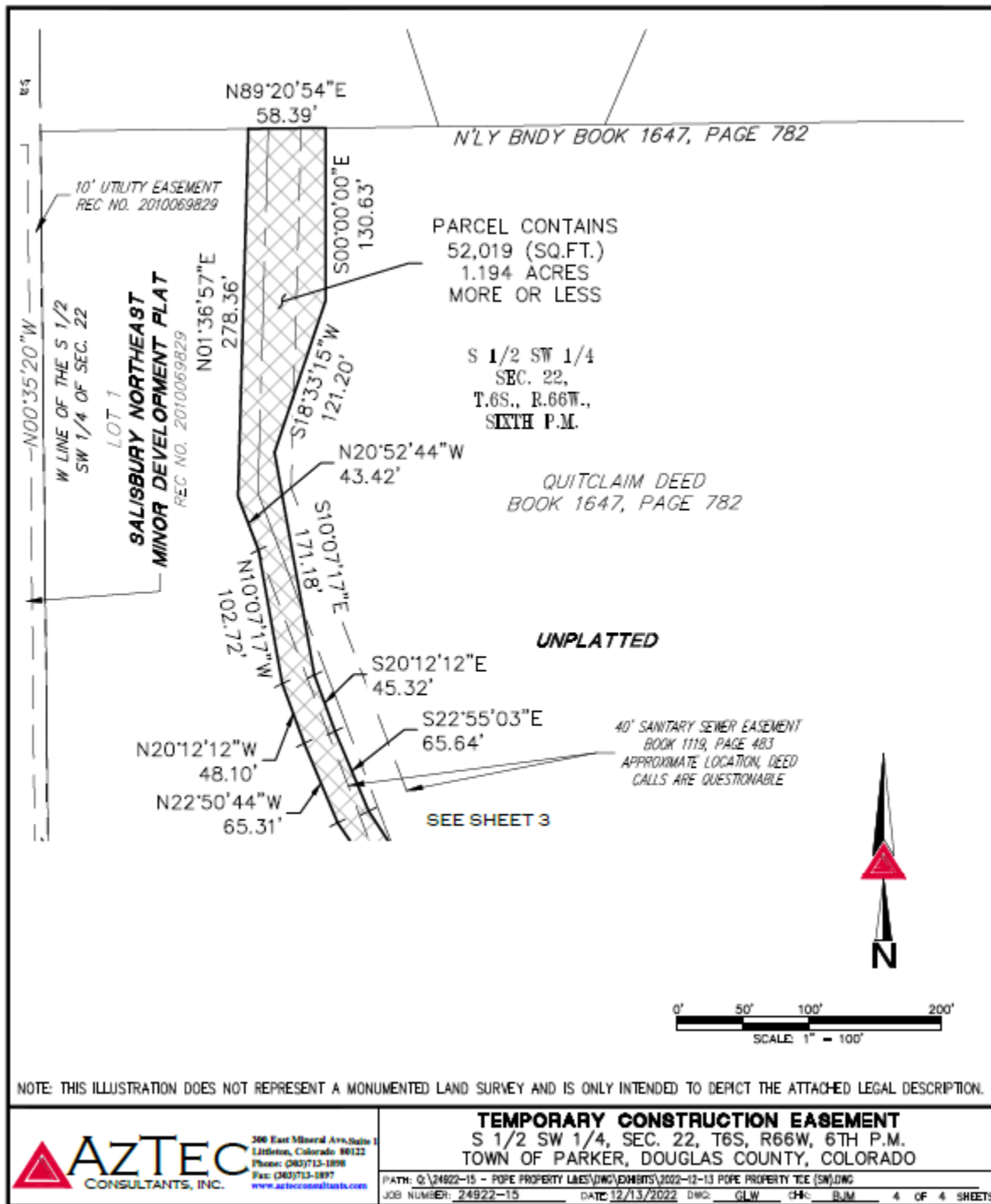


EXHIBIT K

Temporary Drainage Easement to convey storm flows

TEMPORARY DRAINAGE EASEMENT AGREEMENT (STORMWATER FLOWS)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantee desires to construct temporary drainage facilities (the "Drainage Facilities") within its privately owned property for the purpose of conveying stormwater flows from the real property described in the "Annexation Agreement for Pope Property Phase I," dated July 1, 2002, and recorded at Reception No. 2002112464, in the real property records of the Douglas County Clerk and Recorder's Office, to Dransfeldt Road, until such time as the platting process for the Property described in "Annexation Agreement for Pope Property Phase II," dated _____, 2023, and recorded at Reception No. 2023_____, in the real property records of the Douglas County Clerk and Recorder's Office, eliminates the need for this easement.

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 a temporary easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant a temporary 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 the 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. Release of Easement Agreement. Grantor and Grantee agree that this easement may be released by Grantee at such time as Grantor and Grantee agree that the easement is no longer needed, as provided by Paragraph 10.f. of the Pope Property Phase II Annexation Agreement.

8. 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: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

Legal Description

TWO PARCELS OF LAND BEING THOSE CERTAIN PORTIONS OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 63°34'28" EAST, A DISTANCE OF 1,330.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 26°08'41" WEST, A DISTANCE OF 35.17 FEET;

THENCE NORTH 11°29'05" EAST, A DISTANCE OF 169.13 FEET;

THENCE NORTH 17°35'40" EAST, A DISTANCE OF 100.35 FEET;

THENCE NORTH 11°10'08" EAST, A DISTANCE OF 144.74 FEET;

THENCE NORTH 27°51'56" EAST, A DISTANCE OF 36.36 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 390.29 FEE TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, ALONG SAID EASTERLY BOUNDARY, SOUTH 12°09'26" WEST, A DISTANCE OF 137.96 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY NORTH 77°49'43" WEST, A DISTANCE OF 138.53 FEET;

THENCE NORTH 27°13'03" WEST, A DISTANCE OF 86.27 FEET;

THENCE NORTH 76°52'11" WEST, A DISTANCE OF 147.57 FEET;

THENCE SOUTH 11°52'55" WEST, A DISTANCE OF 407.47 FEET;

THENCE NORTH 78°00'00" WEST, A DISTANCE OF 44.51 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.482 ACRES, (64,545 SQUARE FEET), MORE OR LESS.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 67°56'23" EAST, A DISTANCE OF 1,234.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 805.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°17'48" WEST, AND THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'30", AN ARC LENGTH OF 45.78 FEET;

THENCE NORTH 47°30'07" EAST, A DISTANCE OF 31.55 FEET;

THENCE SOUTH 78°00'00" EAST, A DISTANCE OF 88.01 FEET;

THENCE NORTH 12°00'00" EAST, A DISTANCE OF 8.27 FEET;

THENCE SOUTH 77°50'19" EAST, A DISTANCE OF 272.52 FEET;

THENCE SOUTH 89°59'22" EAST, A DISTANCE OF 127.88 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°26'44" EAST, A DISTANCE OF 147.54 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°35'32" WEST, A DISTANCE OF 35.23 FEET;

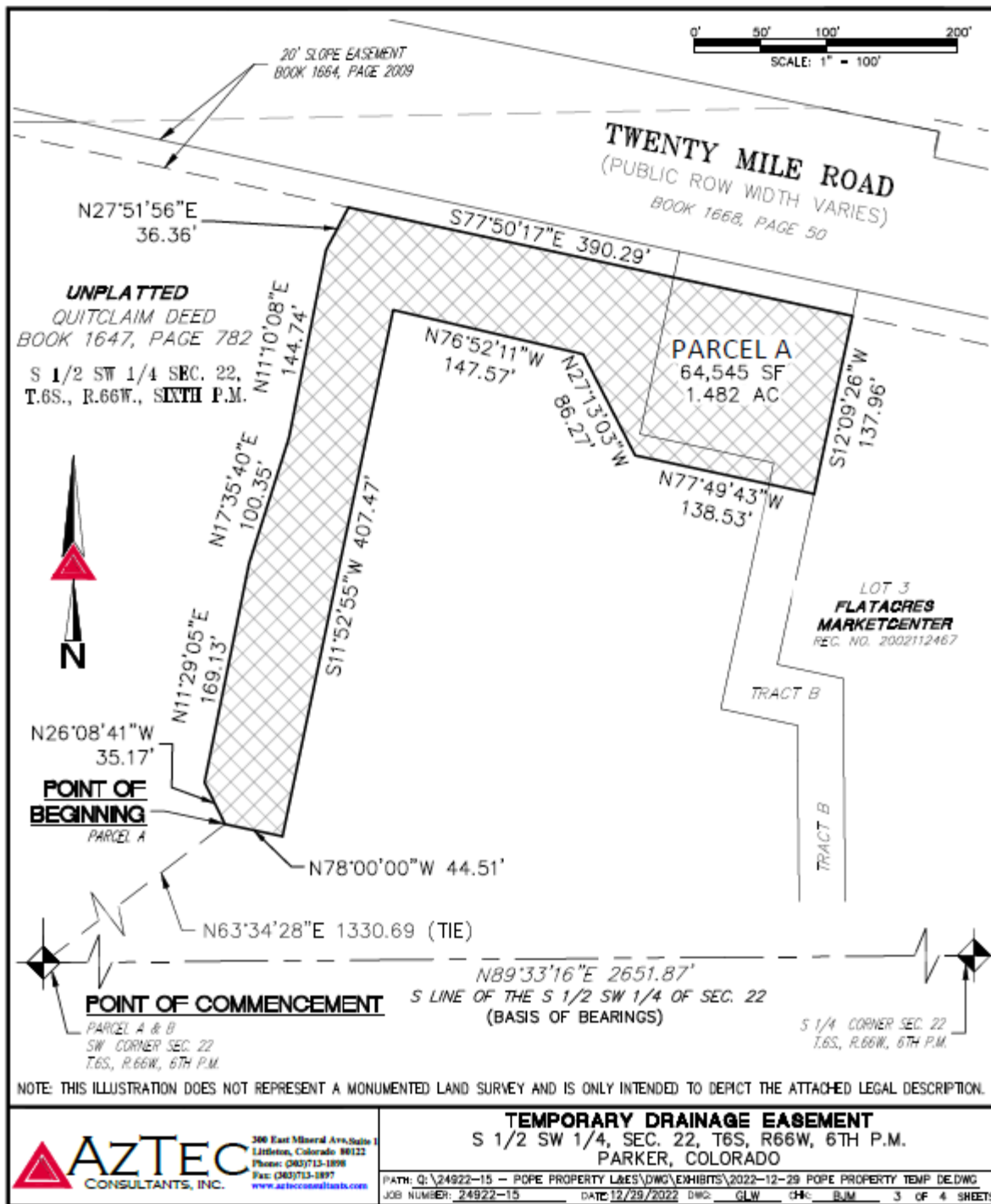
THENCE NORTH 50°45'27" WEST, A DISTANCE OF 98.26 FEET;

THENCE NORTH 77°50'06" WEST, A DISTANCE OF 416.43 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.042 ACRES, (45,381 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



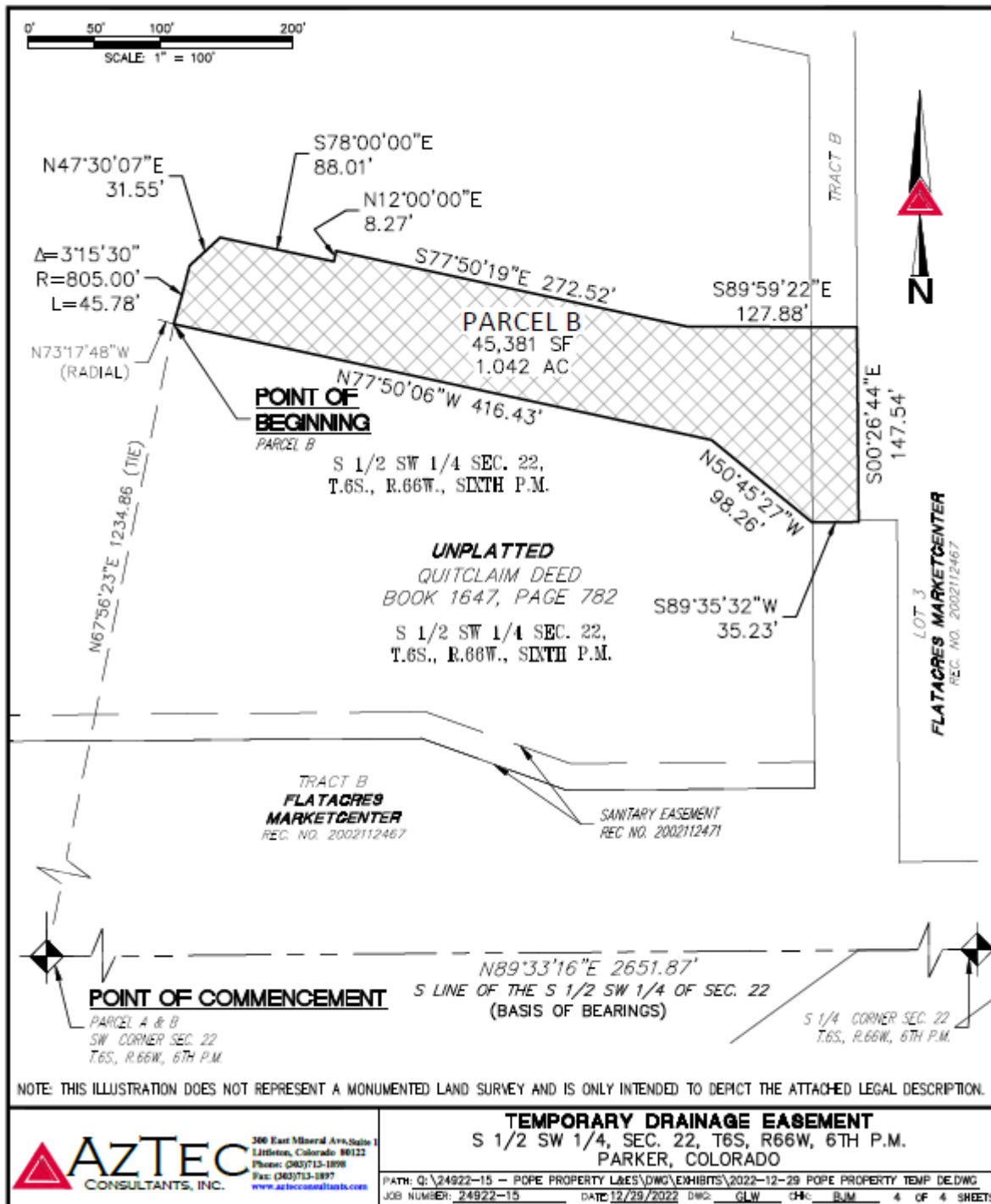


EXHIBIT L-1

Special Warranty Deed for the Remnant Parcel

**SPECIAL WARRANTY DEED
(REMNANT PARCEL)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this ____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 MOST WESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT B, NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 49°20'44" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. NORTH 49°20'42" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.028 ACRES, (1,230 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

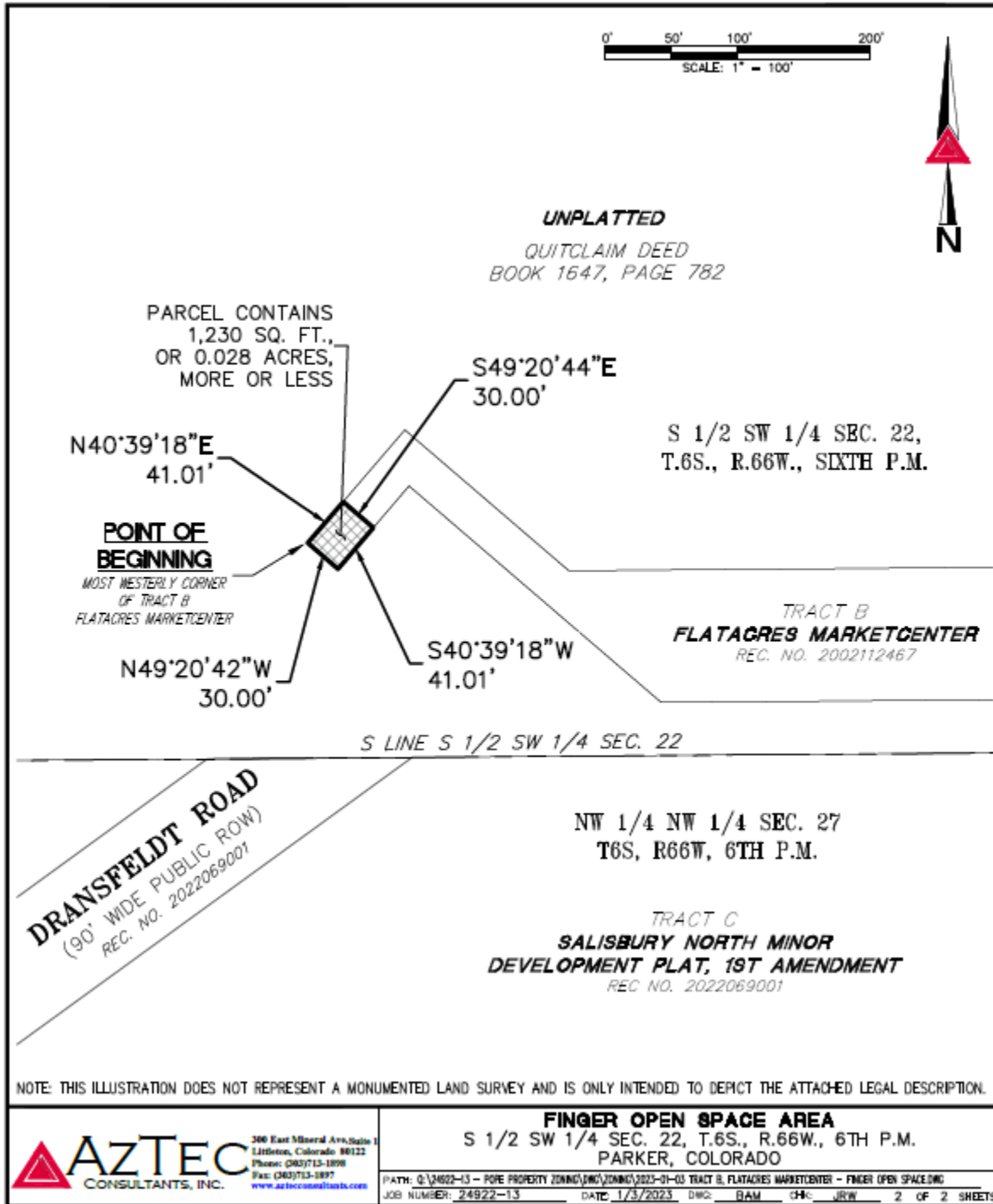


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT L-2

Special Warranty Deed for the Remnant Parcel

**SPECIAL WARRANTY DEED
(REMNANT PARCEL)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT A, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 769.10 FEET TO THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'36" EAST, A DISTANCE OF 44.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 35°59'35" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'19", AN ARC LENGTH OF 178.48 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 83°44'15" EAST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 53°26'21" EAST, A DISTANCE OF 33.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 36°59'00" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'49", AN ARC LENGTH OF 278.22 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 472.52 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.759 ACRES, (33,048 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

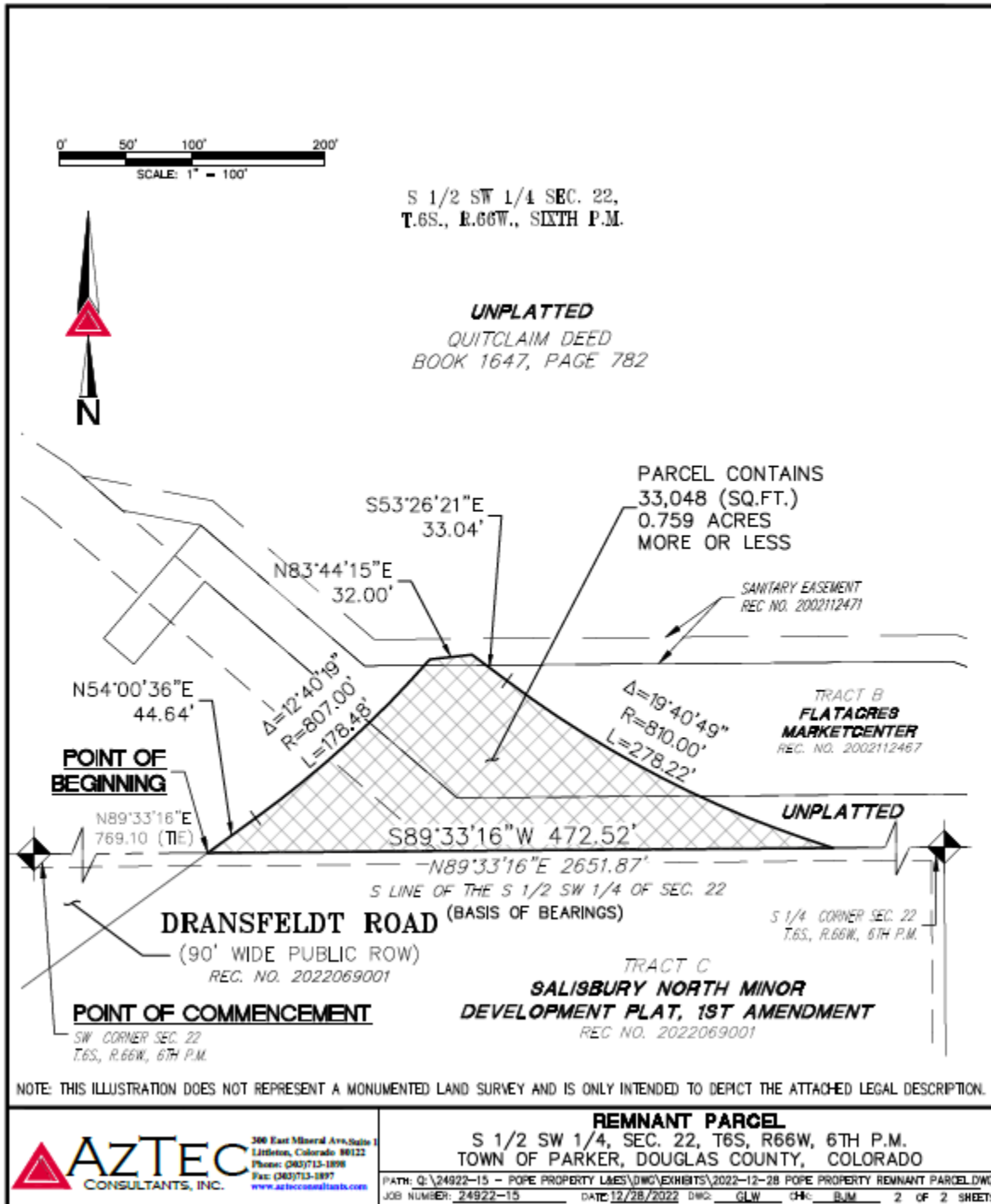


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT M-1

Primary Driveway Access Dransfeldt Road Description

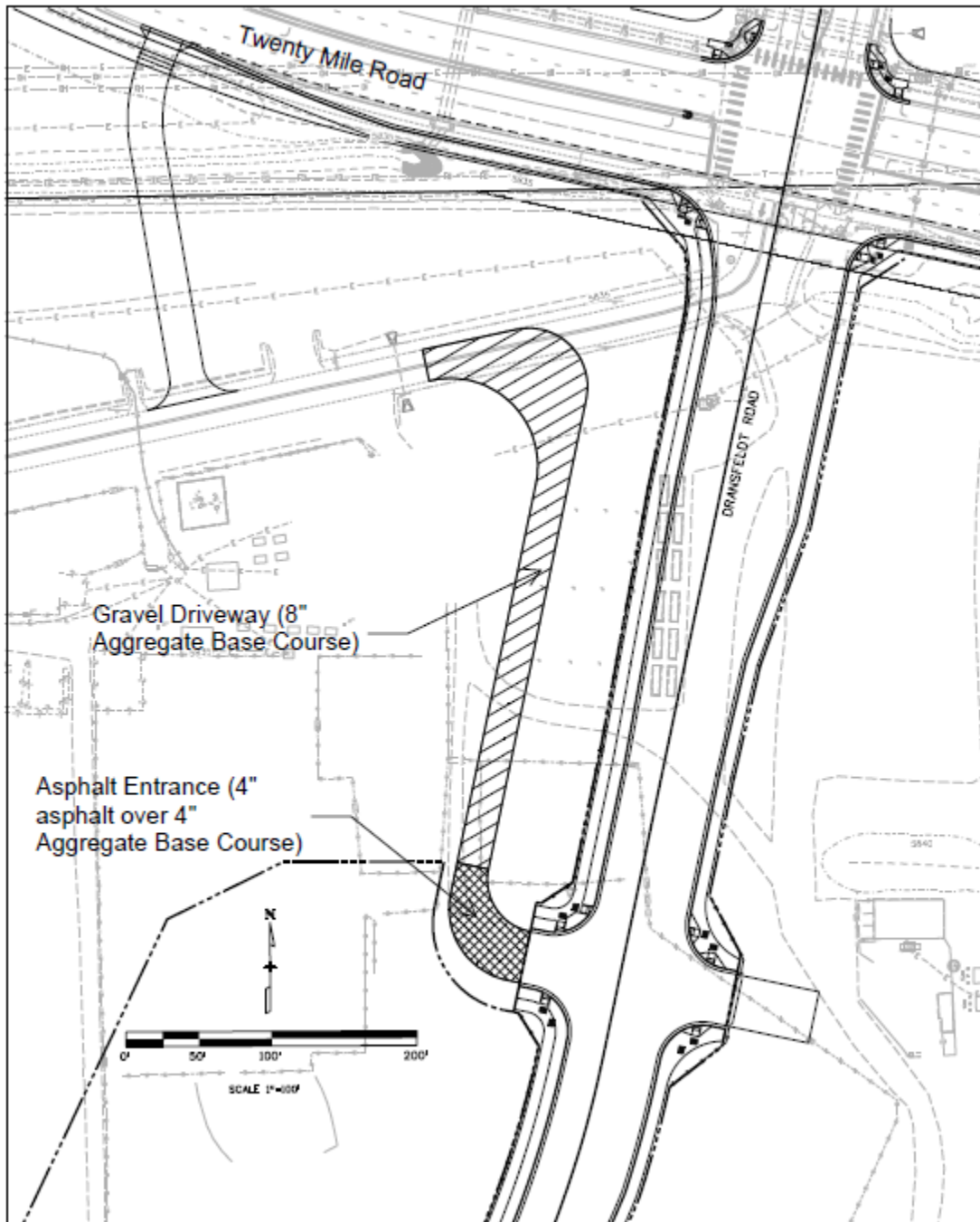


EXHIBIT M-2

Secondary Driveway Access Twenty Mile Road Description

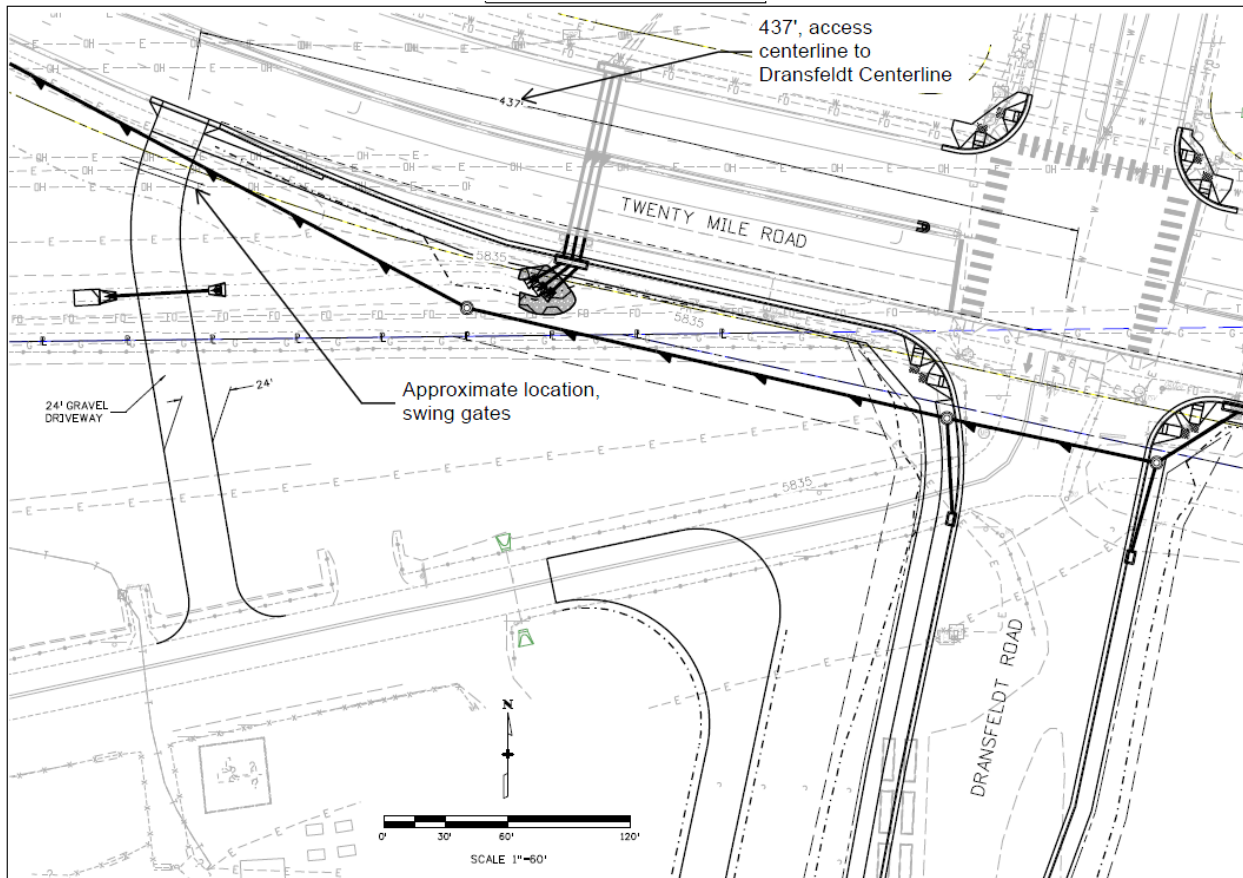
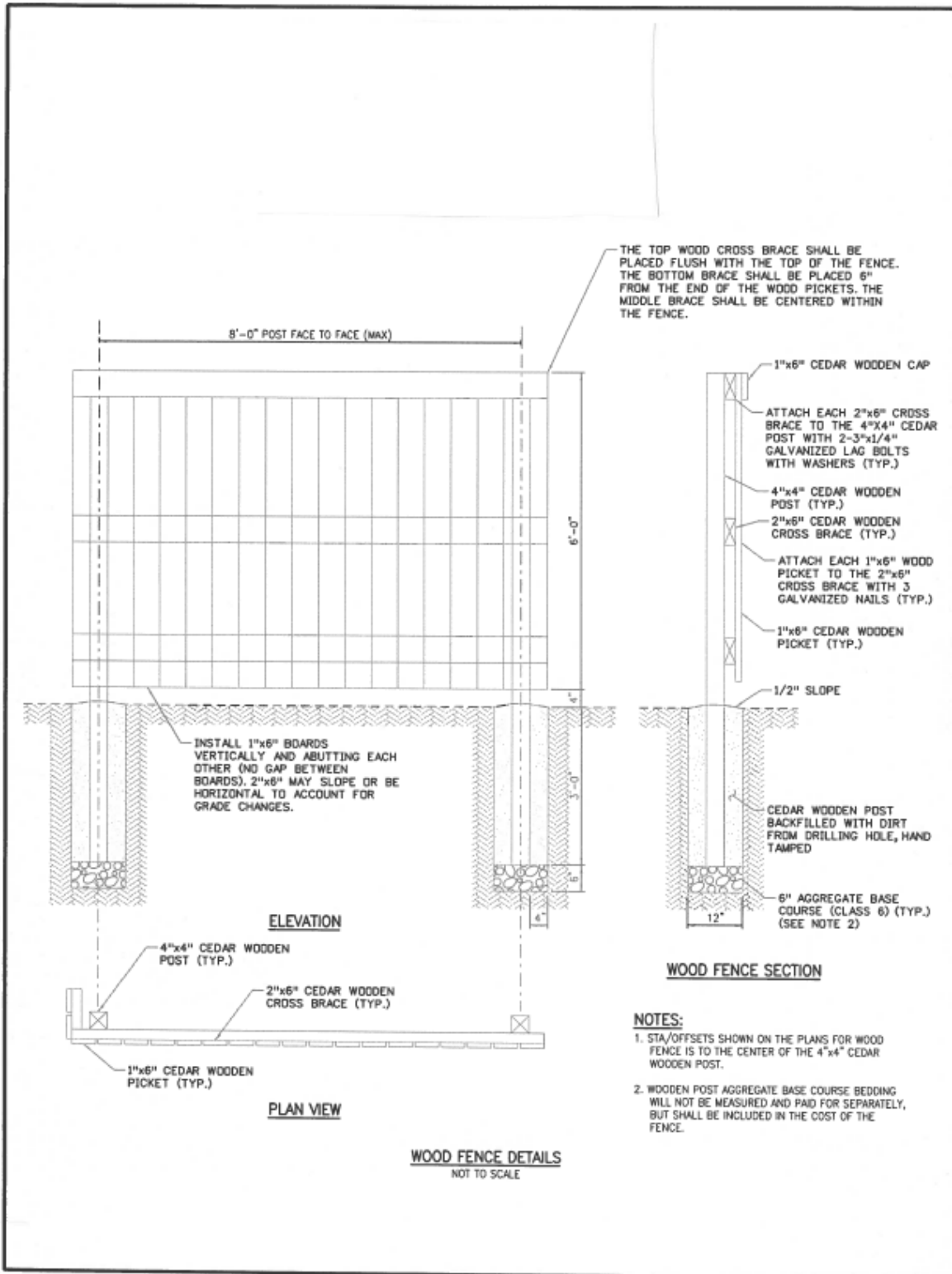


EXHIBIT N

Detail of Privacy Fence



ORDINANCE NO. 3.364, Series of 2023

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE POPE PROPERTY TO GD-GREATER DOWNTOWN DISTRICT, MARKET CENTER, PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Findings of Fact.

- a. Application has been made for zoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the “Property”), as GD-Greater Downtown District, pursuant to the Town of Parker Land Development Ordinance.
- b. Public notice has been given by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.
- c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.
- d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.
- e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to GD-Greater Downtown District, as described in the Parker Land Development Ordinance.

Section 2. Zoning. The Property is hereby zoned GD-Greater Downtown District, Market Center. The uses permitted for the Property are specifically described in the GD-Greater Downtown District, Market Center.

Section 3. The Property Owner shall be permitted to continue the agricultural use on the Property that is the subject of this zoning ordinance, until such use is abandoned as provided by the Parker Municipal Code, as amended, or the Town’s approval of the first final plat for the development of the Property, whichever comes first.

Section 4. Amendment to Zoning Ordinance and Zoning Map. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes to the Property.

Section 5. No Vested Property Rights. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 6. Legal Nonconforming Uses. Pursuant to Section 13.04.230 of the Parker Municipal Code, existing legal uses on the Property may continue so long as they comply with the provisions of the Code.

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. Effective Date. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

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

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B, FLATACRES MARKETCENTER, RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, SOUTH 89°33'16" WEST, A DISTANCE OF 350.47 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SOUTH 89°33'16" WEST, A DISTANCE OF 652.26 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'24" EAST, A DISTANCE OF 107.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'28", AN ARC LENGTH OF 101.84 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

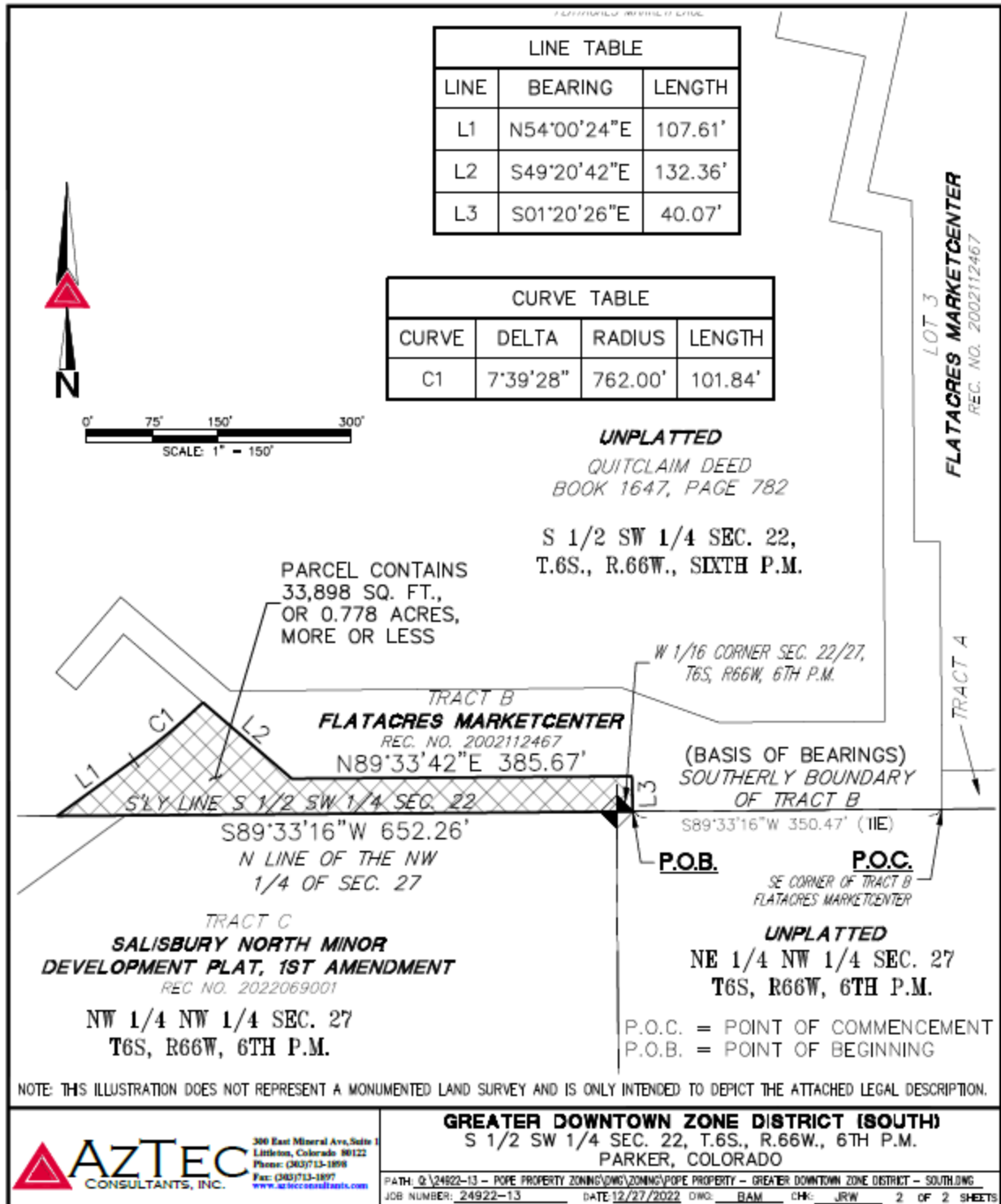
THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 49°20'42" EAST, A DISTANCE OF 132.36 FEET;
2. NORTH 89°33'42" EAST, A DISTANCE OF 385.67 FEET;
3. SOUTH 01°20'26" EAST, A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.778 ACRES, (33,898 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETPLACE, RECORDED UNDER RECEPTION NO. 2002112487 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 12°09'43" WEST, A DISTANCE OF 141.39 FEET;
2. SOUTH 77°50'17" EAST, A DISTANCE OF 103.64 FEET;
3. SOUTH 12°09'26" WEST, A DISTANCE OF 190.51 FEET;
4. SOUTH 77°50'34" EAST, A DISTANCE OF 59.58 FEET;
5. SOUTH 00°26'44" EAST, A DISTANCE OF 554.32 FEET;
6. SOUTH 89°34'32" WEST, A DISTANCE OF 188.02 FEET;
7. NORTH 70°20'27" WEST, A DISTANCE OF 116.48 FEET;
8. SOUTH 89°33'42" WEST, A DISTANCE OF 444.37 FEET;
9. NORTH 49°20'42" WEST, A DISTANCE OF 12.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 45°54'50" WEST;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN ARC LENGTH OF 426.64 FEET;

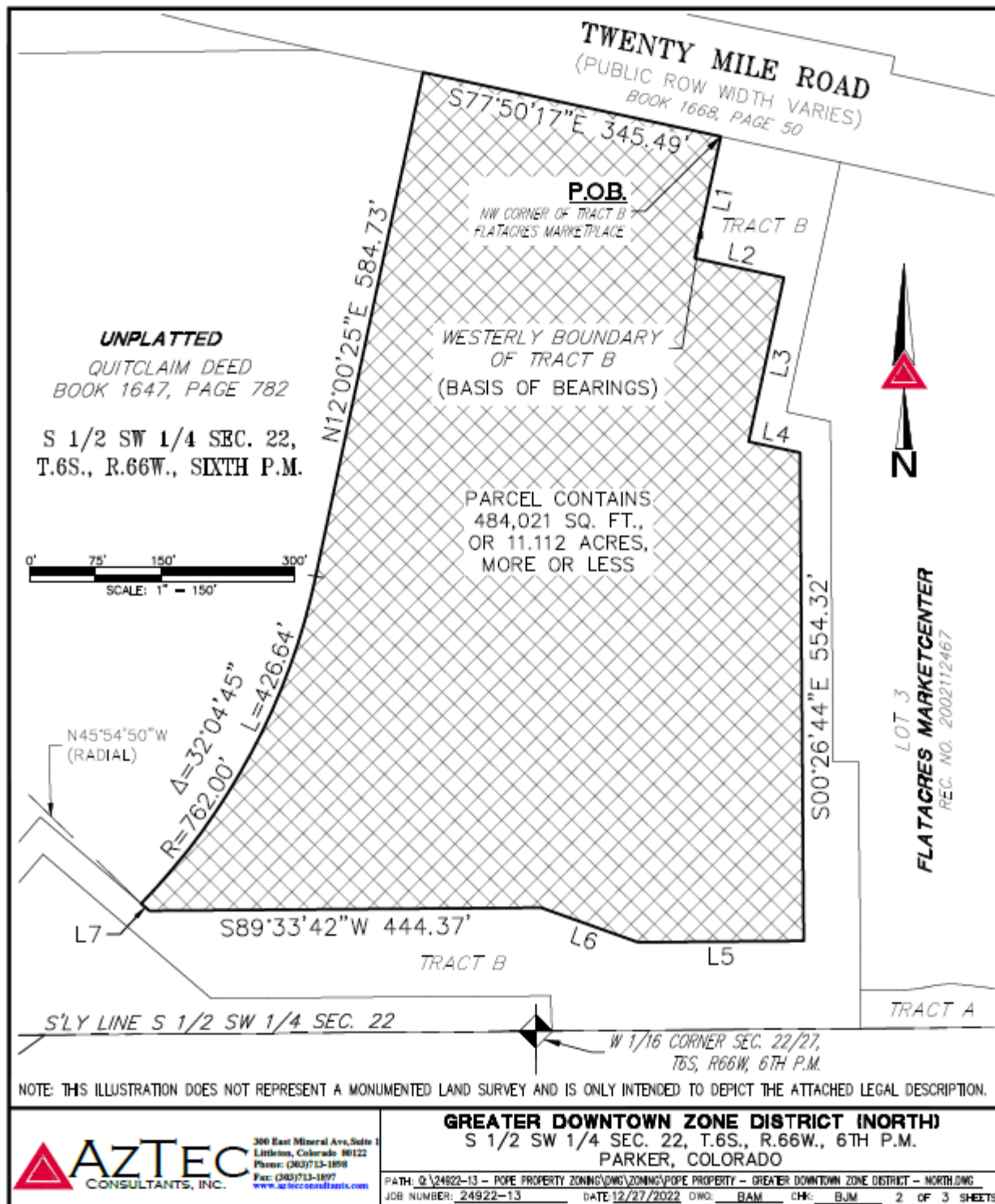
THENCE TANGENT TO SAID CURVE, NORTH 12°00'25" EAST, A DISTANCE OF 584.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED IN BOOK 1668 AT PAGE 50, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 345.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 11.112 ACRES, (484,021 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°09'43"W	141.39'
L2	S77°50'17"E	103.64'
L3	S12°09'26"W	190.51'
L4	S77°50'34"E	59.58'
L5	S89°34'32"W	188.02'
L6	N70°20'27"W	116.48'
L7	N49°20'42"W	12.22'

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



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

GREATER DOWNTOWN ZONE DISTRICT (NORTH)
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\POPE PROPERTY - GREATER DOWNTOWN ZONE DISTRICT - NORTH.DWG
JOB NUMBER: 24922-13 DATE: 12/27/2022 DWG: BLM CHK: BJM 3 OF 3 SHEETS

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO; THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED; THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 1,023.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°20'54" EAST, A DISTANCE OF 67.28 FEET; THENCE SOUTH 77°50'17" EAST, A DISTANCE OF 121.01 FEET; THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 584.73 FEET; THENCE NORTH 80°15'04" WEST, A DISTANCE OF 45.04 FEET; THENCE NORTH 31°25'17" WEST, A DISTANCE OF 26.74 FEET; THENCE NORTH 77°59'35" WEST, A DISTANCE OF 11.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 94.23 FEET; THENCE TANGENT TO SAID CURVE, NORTH 11°59'26" EAST, A DISTANCE OF 31.54 FEET; THENCE NORTH 89°59'35" WEST, A DISTANCE OF 110.85 FEET; THENCE SOUTH 63°56'40" WEST, A DISTANCE OF 88.81 FEET; THENCE SOUTH 25°33'53" WEST, A DISTANCE OF 180.11 FEET; THENCE NORTH 07°16'39" WEST, A DISTANCE OF 21.04 FEET; THENCE NORTH 38°18'09" WEST, A DISTANCE OF 19.94 FEET; THENCE NORTH 34°58'59" WEST, A DISTANCE OF 27.29 FEET; THENCE NORTH 33°34'31" WEST, A DISTANCE OF 33.18 FEET; THENCE NORTH 53°15'13" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 47°31'51" WEST, A DISTANCE OF 44.14 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET; THENCE NORTH 16°53'06" EAST, A DISTANCE OF 37.66 FEET; THENCE NORTH 15°33'17" WEST, A DISTANCE OF 16.46 FEET; THENCE NORTH 26°38'17" WEST, A DISTANCE OF 9.11 FEET; THENCE NORTH 36°48'12" WEST, A DISTANCE OF 19.91 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 04°51'50" WEST, A DISTANCE OF 47.38 FEET; THENCE NORTH 11°06'34" EAST, A DISTANCE OF 8.96 FEET; THENCE NORTH 19°00'01" EAST, A DISTANCE OF 6.35 FEET; THENCE NORTH 07°19'39" EAST, A DISTANCE OF 28.06 FEET; THENCE NORTH 18°32'17" EAST, A DISTANCE OF 6.50 FEET; THENCE NORTH 54°17'03" EAST, A DISTANCE OF 9.56 FEET; THENCE NORTH 14°33'55" EAST, A DISTANCE OF 8.70 FEET; THENCE NORTH 26°34'14" WEST, A DISTANCE OF 9.08 FEET; THENCE NORTH 03°14'33" WEST, A DISTANCE OF 37.55 FEET; THENCE NORTH 29°35'17" WEST, A DISTANCE OF 28.15 FEET; THENCE NORTH 87°27'37" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 34°34'12" WEST, A DISTANCE OF 11.73 FEET; THENCE NORTH 45°17'46" EAST, A DISTANCE OF 22.23 FEET; THENCE NORTH 54°08'51" EAST, A DISTANCE OF 15.56 FEET; THENCE NORTH 75°12'36" EAST, A DISTANCE OF 63.59 FEET; THENCE NORTH 80°03'55" EAST, A DISTANCE OF 19.01 FEET;

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8/30/2023

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THENCE NORTH 85°21'24" EAST, A DISTANCE OF 29.30 FEET;
THENCE NORTH 77°13'05" EAST, A DISTANCE OF 18.57 FEET;
THENCE NORTH 80°08'19" EAST, A DISTANCE OF 79.28 FEET;
THENCE NORTH 72°03'43" EAST, A DISTANCE OF 14.70 FEET;
THENCE NORTH 81°32'10" EAST, A DISTANCE OF 11.90 FEET;
THENCE NORTH 75°03'15" EAST, A DISTANCE OF 56.15 FEET;
THENCE NORTH 77°16'31" EAST, A DISTANCE OF 18.21 FEET;
THENCE NORTH 30°35'46" EAST, A DISTANCE OF 11.34 FEET;
THENCE NORTH 65°19'54" EAST, A DISTANCE OF 21.47 FEET;
THENCE SOUTH 76°50'22" EAST, A DISTANCE OF 29.49 FEET;
THENCE NORTH 71°49'14" EAST, A DISTANCE OF 31.26 FEET;
THENCE NORTH 80°06'23" EAST, A DISTANCE OF 16.80 FEET;
THENCE NORTH 76°44'00" EAST, A DISTANCE OF 75.74 FEET;
THENCE NORTH 65°53'45" EAST, A DISTANCE OF 47.23 FEET;
THENCE NORTH 62°45'14" EAST, A DISTANCE OF 23.70 FEET;
THENCE NORTH 10°34'09" EAST, A DISTANCE OF 4.89 FEET;
THENCE NORTH 48°11'46" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 16°10'03" EAST, A DISTANCE OF 27.20 FEET;
THENCE NORTH 04°29'17" WEST, A DISTANCE OF 5.30 FEET;
THENCE NORTH 60°53'44" WEST, A DISTANCE OF 8.31 FEET;
THENCE NORTH 83°59'12" WEST, A DISTANCE OF 75.49 FEET;
THENCE NORTH 66°54'59" WEST, A DISTANCE OF 1.52 FEET TO THE POINT OF BEGINNING.

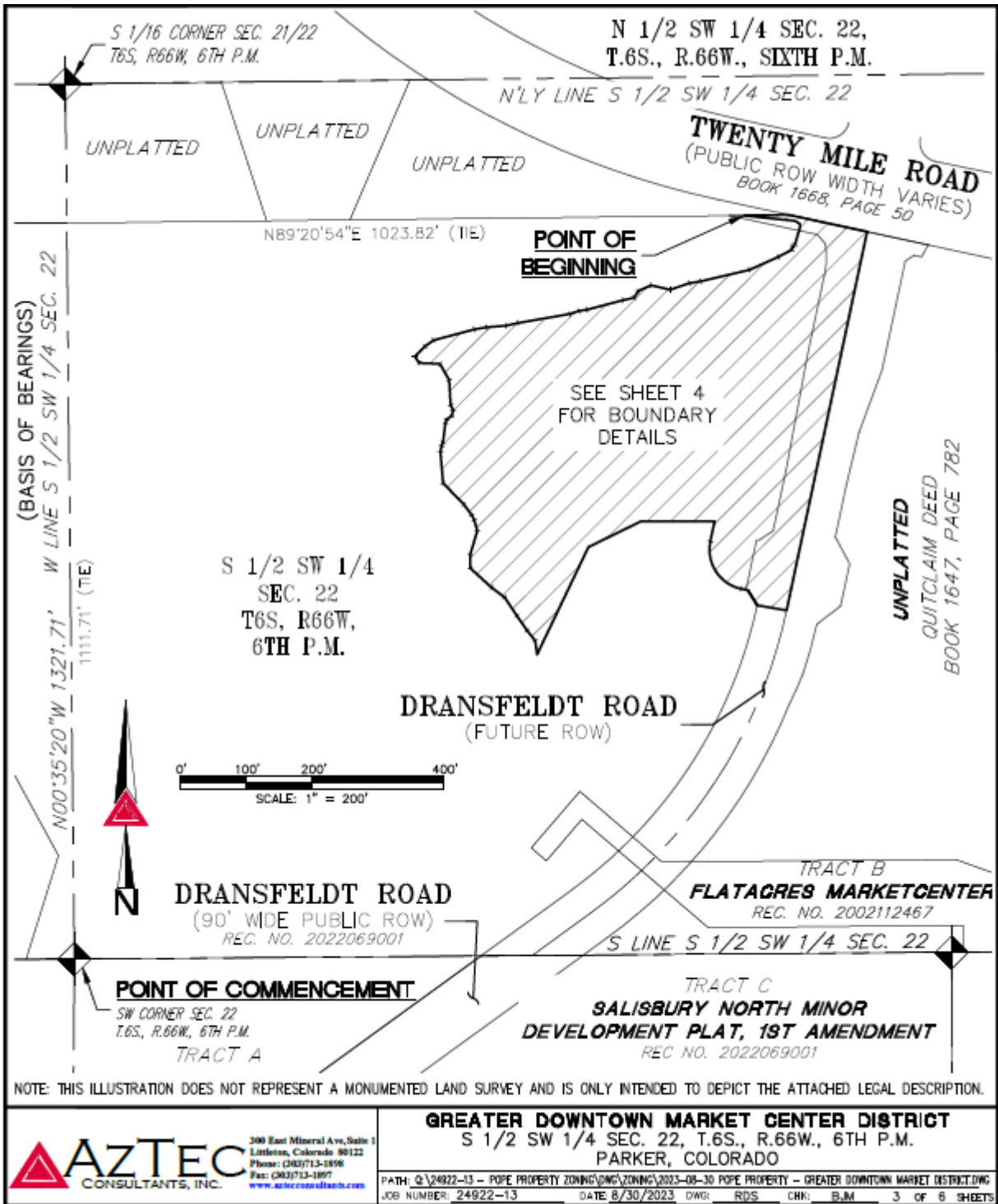
CONTAINING AN AREA OF 5.594 ACRES, (243,673 SQUARE FEET), MORE OR LESS.

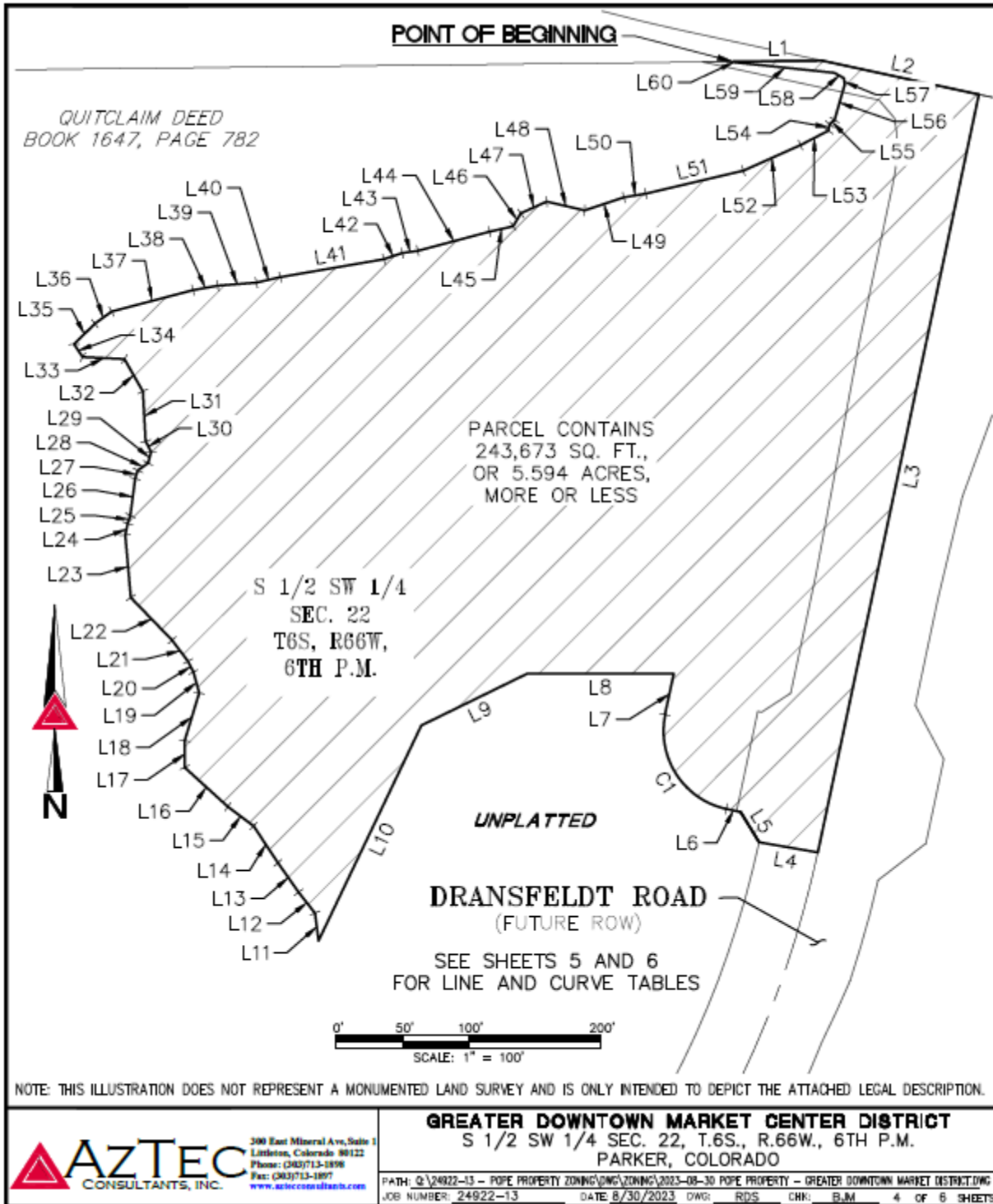
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
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300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Page 2 of 6
8/30/2023

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	67.28'
L2	S77°50'17"E	121.01'
L3	S12°00'25"W	584.73'
L4	N80°15'04"W	45.04'
L5	S31°25'17"E	26.74'
L6	N77°59'35"W	11.11'
L7	N11°59'26"E	31.54'
L8	N89°59'35"W	110.85'
L9	S63°56'40"W	88.81'
L10	S25°33'53"W	180.11'
L11	N07°16'39"W	21.04'
L12	N38°18'09"W	19.94'
L13	N34°58'59"W	27.29'
L14	N33°34'31"W	33.18'
L15	N53°15'13"W	24.29'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N47°31'51"W	44.14'
L17	N00°00'00"E	19.97'
L18	N16°53'06"E	37.66'
L19	N15°33'17"W	16.46'
L20	N26°38'17"W	9.11'
L21	N36°48'12"W	19.91'
L22	N44°19'57"W	44.82'
L23	N04°51'50"W	47.38'
L24	N11°06'34"E	8.96'
L25	N19°00'01"E	6.35'
L26	N07°19'39"E	28.06'
L27	N18°32'17"E	6.50'
L28	N54°17'03"E	9.56'
L29	N14°33'55"E	8.70'
L30	N26°34'14"W	9.08'

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



200 East Mineral Ave, Suite 1
Littleton, Colorado 80122
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www.aztecconsultants.com

GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CHK: BJM 5 OF 6 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L31	N03°14'33"W	37.55'
L32	N29°35'17"W	28.15'
L33	N87°27'37"W	31.50'
L34	N34°34'12"W	11.73'
L35	N45°17'46"E	22.23'
L36	N54°08'51"E	15.56'
L37	N75°12'36"E	63.59'
L38	N80°03'55"E	19.01'
L39	N85°21'24"E	29.30'
L40	N77°13'05"E	18.57'
L41	N80°08'19"E	79.28'
L42	N72°03'43"E	14.70'
L43	N81°32'10"E	11.90'
L44	N75°03'15"E	56.15'
L45	N77°16'31"E	18.21'

LINE TABLE		
LINE	BEARING	LENGTH
L46	N30°35'46"E	11.34'
L47	N65°19'54"E	21.47'
L48	S76°50'22"E	29.49'
L49	N71°49'14"E	31.26'
L50	N80°06'23"E	16.80'
L51	N76°44'00"E	75.74'
L52	N65°53'45"E	47.23'
L53	N62°45'14"E	23.70'
L54	N10°34'09"E	4.89'
L55	N48°11'46"E	5.00'
L56	N16°10'03"E	27.20'
L57	N04°29'17"W	5.30'
L58	N60°53'44"W	8.31'
L59	N83°59'12"W	75.49'
L60	N66°54'59"W	1.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'

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



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GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CHK: BJM 6 OF 6 SHEETS

ORDINANCE NO. 3.365, Series of 2023

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE POPE PROPERTY TO A-AGRICULTURAL DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the “Property”), as A-Agricultural District, pursuant to the Town of Parker Land Development Ordinance.

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

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

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

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

Section 2. The Property is hereby zoned A-Agricultural District. The uses permitted for the Property are specifically described in the Parker Land Development Ordinance.

Section 3. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes to the Property.

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

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

object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

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

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 48°54'15" EAST, A DISTANCE OF 30.00 FEET;
2. NORTH 41°05'45" EAST, A DISTANCE OF 42.39 FEET TO THE POINT OF BEGINNING;
3. CONTINUING, NORTH 41°05'45" EAST, A DISTANCE OF 40.12 FEET;
4. SOUTH 48°54'15" EAST, A DISTANCE OF 118.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 43°12'06" WEST;

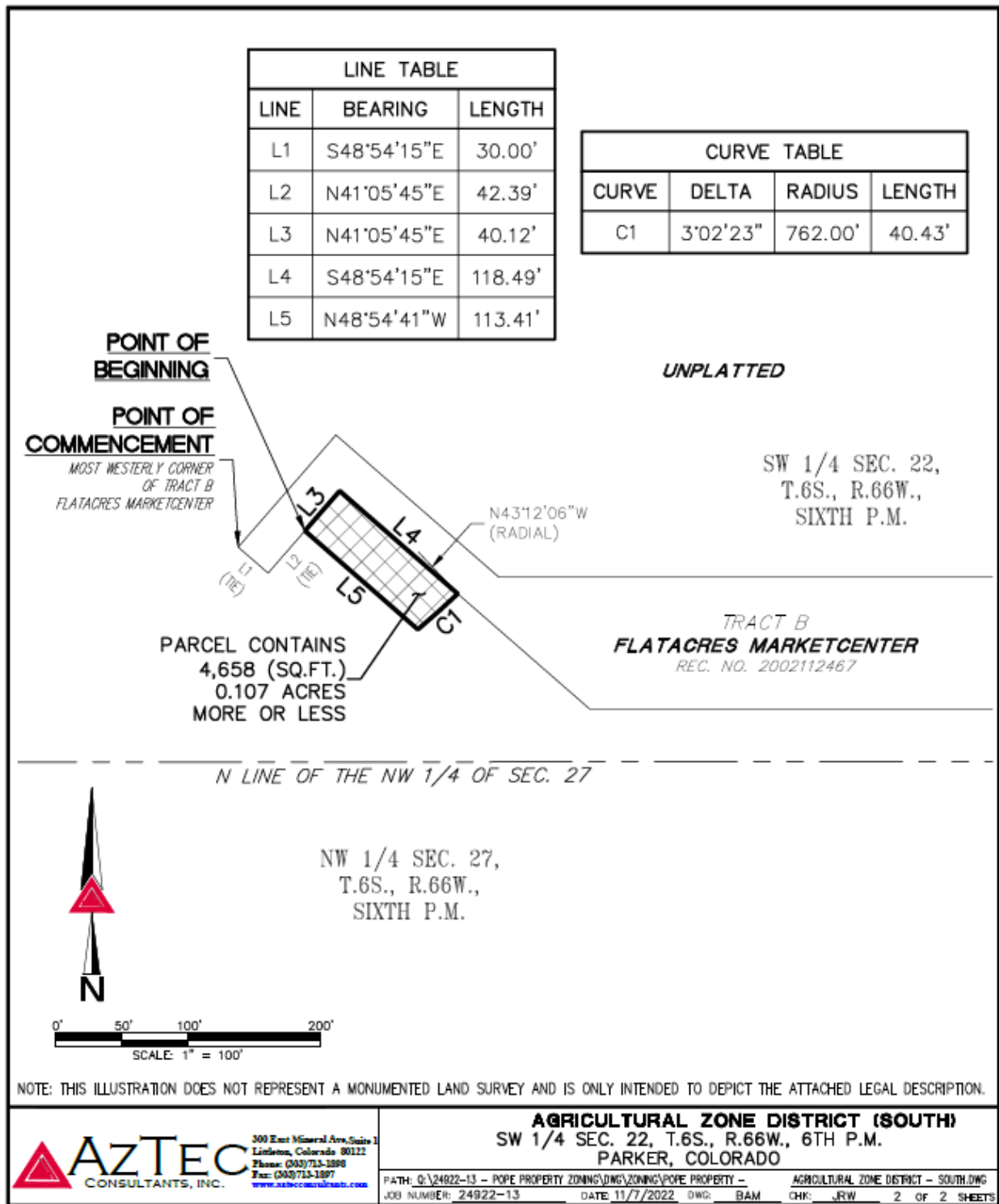
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'23", AN ARC LENGTH OF 40.43 FEET;

THENCE NORTH 48°54'41" WEST, A DISTANCE OF 113.41 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.107 ACRES, (4,658 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 866.63 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 66°54'59" EAST, A DISTANCE OF 1.52 FEET;

THENCE SOUTH 83°59'12" EAST, A DISTANCE OF 75.49 FEET;

THENCE SOUTH 60°53'44" EAST, A DISTANCE OF 8.31 FEET;

THENCE SOUTH 04°29'17" EAST, A DISTANCE OF 5.30 FEET;

THENCE SOUTH 16°10'03" WEST, A DISTANCE OF 27.20 FEET;

THENCE SOUTH 48°11'46" WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 10°34'09" WEST, A DISTANCE OF 4.89 FEET;

THENCE SOUTH 62°45'14" WEST, A DISTANCE OF 23.70 FEET;

THENCE SOUTH 65°53'45" WEST, A DISTANCE OF 47.23 FEET;

THENCE SOUTH 76°44'00" WEST, A DISTANCE OF 75.74 FEET;

THENCE SOUTH 80°06'23" WEST, A DISTANCE OF 16.80 FEET;

THENCE SOUTH 71°49'14" WEST, A DISTANCE OF 31.26 FEET;

THENCE NORTH 76°50'22" WEST, A DISTANCE OF 29.49 FEET;

THENCE SOUTH 65°19'54" WEST, A DISTANCE OF 21.47 FEET;

THENCE SOUTH 30°35'46" WEST, A DISTANCE OF 11.34 FEET;

THENCE SOUTH 77°16'31" WEST, A DISTANCE OF 18.21 FEET;

THENCE SOUTH 75°03'15" WEST, A DISTANCE OF 56.15 FEET;

Page 1 of 7
10/12/2023

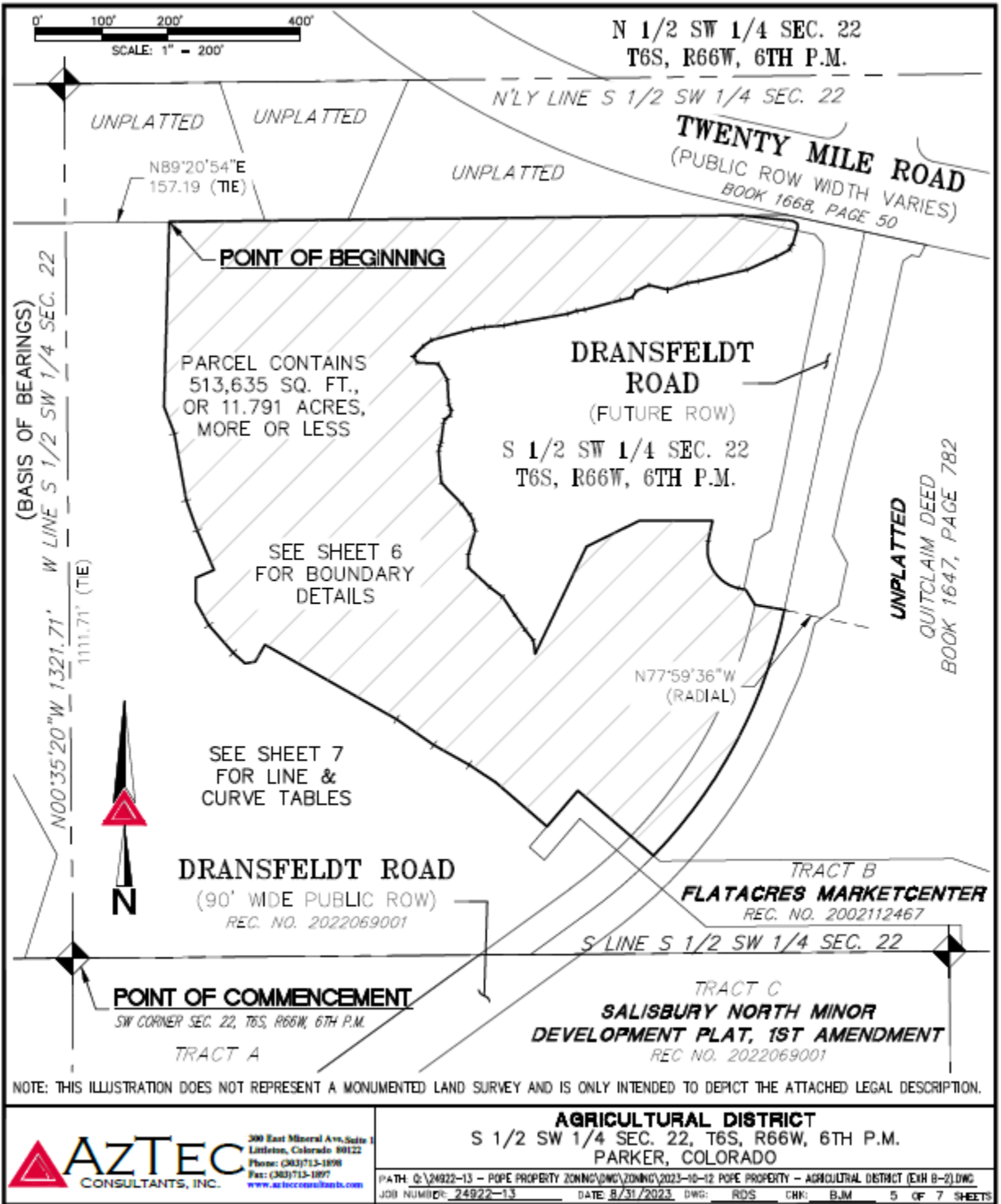
Q:\24922-13 - Pope Property Zoning\Legals\2023-10-12 Pope Property - Agricultural District (Exh B-2).docx

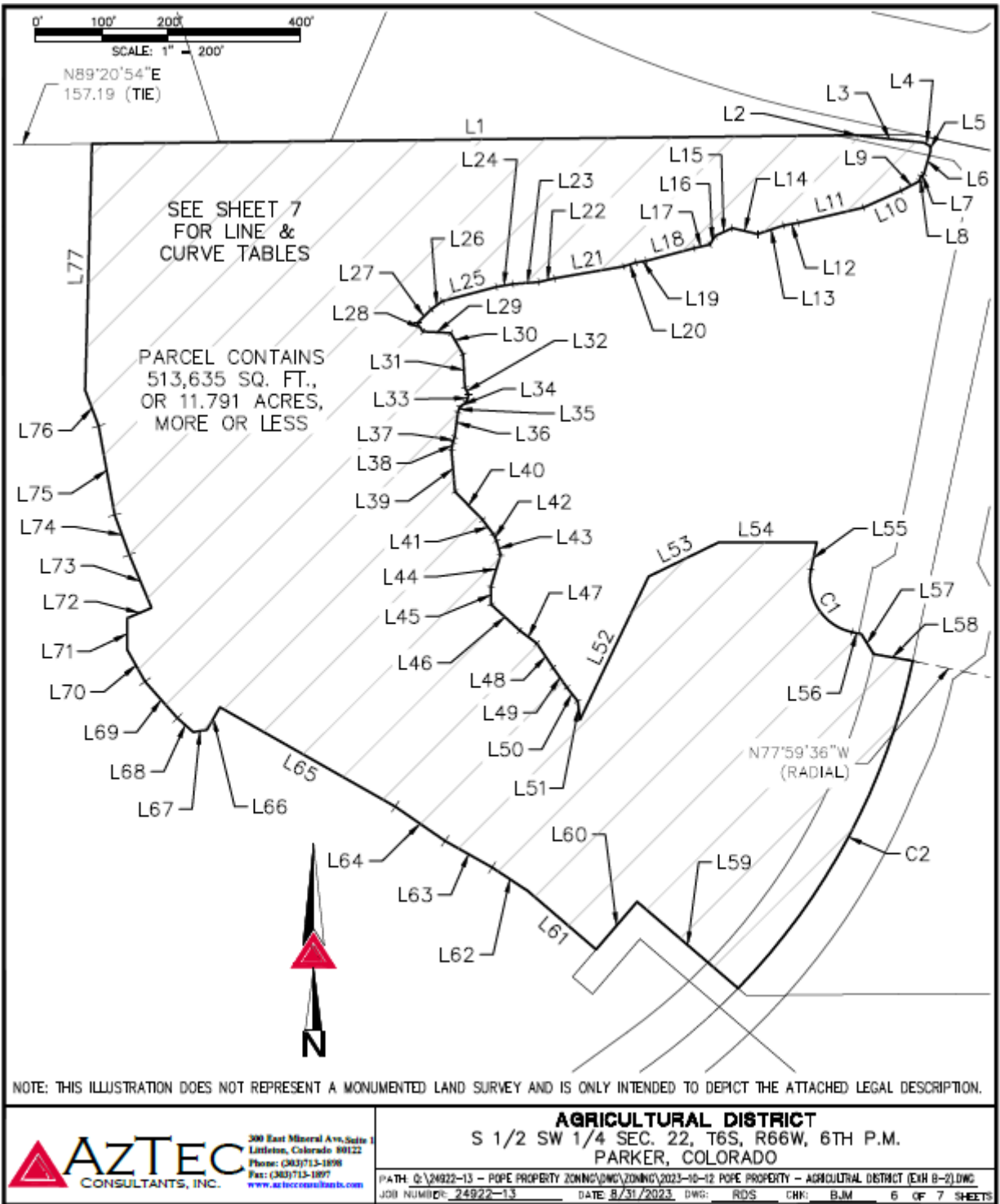
THENCE SOUTH 81°32'10" WEST, A DISTANCE OF 11.90 FEET;
THENCE SOUTH 72°03'43" WEST, A DISTANCE OF 14.70 FEET;
THENCE SOUTH 80°08'19" WEST, A DISTANCE OF 79.28 FEET;
THENCE SOUTH 77°13'05" WEST, A DISTANCE OF 18.57 FEET;
THENCE SOUTH 85°21'24" WEST, A DISTANCE OF 29.30 FEET;
THENCE SOUTH 80°03'55" WEST, A DISTANCE OF 19.01 FEET;
THENCE SOUTH 75°12'36" WEST, A DISTANCE OF 63.59 FEET;
THENCE SOUTH 54°08'51" WEST, A DISTANCE OF 15.56 FEET;
THENCE SOUTH 45°17'46" WEST, A DISTANCE OF 22.23 FEET;
THENCE SOUTH 34°34'12" EAST, A DISTANCE OF 11.73 FEET;
THENCE SOUTH 87°27'37" EAST, A DISTANCE OF 31.50 FEET;
THENCE SOUTH 29°35'17" EAST, A DISTANCE OF 28.15 FEET;
THENCE SOUTH 03°14'33" EAST, A DISTANCE OF 37.55 FEET;
THENCE SOUTH 26°34'14" EAST, A DISTANCE OF 9.08 FEET;
THENCE SOUTH 14°33'55" WEST, A DISTANCE OF 8.70 FEET;
THENCE SOUTH 54°17'03" WEST, A DISTANCE OF 9.56 FEET;
THENCE SOUTH 18°32'17" WEST, A DISTANCE OF 6.50 FEET;
THENCE SOUTH 07°19'39" WEST, A DISTANCE OF 28.06 FEET;
THENCE SOUTH 19°00'01" WEST, A DISTANCE OF 6.35 FEET;
THENCE SOUTH 11°06'34" WEST, A DISTANCE OF 8.96 FEET;
THENCE SOUTH 04°51'50" EAST, A DISTANCE OF 47.38 FEET;
THENCE SOUTH 44°19'57" EAST, A DISTANCE OF 44.82 FEET;
THENCE SOUTH 36°48'12" EAST, A DISTANCE OF 19.91 FEET;
THENCE SOUTH 26°38'17" EAST, A DISTANCE OF 9.11 FEET;
THENCE SOUTH 15°33'17" EAST, A DISTANCE OF 16.46 FEET;
THENCE SOUTH 16°53'06" WEST, A DISTANCE OF 37.66 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET;
THENCE SOUTH 47°31'51" EAST, A DISTANCE OF 44.14 FEET;

THENCE SOUTH 53°15'13" EAST, A DISTANCE OF 24.29 FEET;
 THENCE SOUTH 33°34'31" EAST, A DISTANCE OF 33.18 FEET;
 THENCE SOUTH 34°58'59" EAST, A DISTANCE OF 27.29 FEET;
 THENCE SOUTH 38°18'09" EAST, A DISTANCE OF 19.94 FEET;
 THENCE SOUTH 07°16'39" EAST, A DISTANCE OF 21.04 FEET;
 THENCE NORTH 25°33'53" EAST, A DISTANCE OF 180.11 FEET;
 THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;
 THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;
 THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A
 TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN
 ARC LENGTH OF 94.23 FEET;
 THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;
 THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET;
 THENCE SOUTH 80°15'04" EAST, A DISTANCE OF 45.04 FEET TO THE BEGINNING OF A NON-
 TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS
 POINT OF SAID CURVE BEARS NORTH 77°59'36" WEST;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN
 ARC LENGTH OF 426.64 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'42" WEST, A DISTANCE OF 150.97 FEET;
 THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 71.50 FEET;
 THENCE NORTH 49°20'44" WEST, A DISTANCE OF 101.94 FEET;
 THENCE NORTH 56°33'48" WEST, A DISTANCE OF 48.55 FEET;
 THENCE NORTH 60°42'24" WEST, A DISTANCE OF 61.27 FEET;
 THENCE NORTH 55°19'03" WEST, A DISTANCE OF 68.53 FEET;
 THENCE NORTH 60°26'15" WEST, A DISTANCE OF 228.69 FEET;
 THENCE SOUTH 29°33'45" WEST, A DISTANCE OF 29.75 FEET;
 THENCE SOUTH 80°59'47" WEST, A DISTANCE OF 15.59 FEET;
 THENCE NORTH 48°26'33" WEST, A DISTANCE OF 24.08 FEET;
 THENCE NORTH 41°33'07" WEST, A DISTANCE OF 55.45 FEET;
 THENCE NORTH 29°13'07" WEST, A DISTANCE OF 41.70 FEET;

THENCE NORTH 00°02'03" EAST, A DISTANCE OF 35.43 FEET;
THENCE NORTH 67°09'40" EAST, A DISTANCE OF 30.31 FEET;
THENCE NORTH 22°50'20" WEST, A DISTANCE OF 65.31 FEET;
THENCE NORTH 20°11'48" WEST, A DISTANCE OF 48.10 FEET;
THENCE NORTH 10°06'52" WEST, A DISTANCE OF 102.72 FEET;
THENCE NORTH 20°52'20" WEST, A DISTANCE OF 43.42 FEET;
THENCE NORTH 01°37'21" EAST, A DISTANCE OF 279.70 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 11.791 ACRES, (513,635 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





LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°20'54"E	866.63'	L29	N87°27'37"W	31.50'	L57	S31°25'17"E	26.74'
L2	N66°54'59"W	1.52'	L30	N29°35'17"W	28.15'	L58	N80°15'04"W	45.04'
L3	N83°59'12"W	75.49'	L31	N03°14'33"W	37.55'	L59	N49°20'42"W	150.97'
L4	N60°53'44"W	8.31'	L32	N26°34'14"W	9.08'	L60	S40°39'18"W	71.50'
L5	N04°29'17"W	5.30'	L33	N14°33'55"E	8.70'	L61	N49°20'44"W	101.94'
L6	N16°10'03"E	27.20'	L34	N54°17'03"E	9.56'	L62	N56°33'48"W	48.55'
L7	N48°11'46"E	5.00'	L35	N18°32'17"E	6.50'	L63	N60°42'24"W	61.27'
L8	N10°34'09"E	4.89'	L36	N07°19'39"E	28.06'	L64	N55°19'03"W	68.53'
L9	N62°45'14"E	23.70'	L37	N19°00'01"E	6.35'	L65	N60°26'15"W	228.69'
L10	N65°53'45"E	47.23'	L38	N11°06'34"E	8.96'	L66	S29°33'45"W	29.75'
L11	N76°44'00"E	75.74'	L39	N04°51'50"W	47.38'	L67	S80°59'47"W	15.59'
L12	N80°06'23"E	16.80'	L40	N44°19'57"W	44.82'	L68	N48°26'33"W	24.08'
L13	N71°49'14"E	31.26'	L41	N36°48'12"W	19.91'	L69	N41°33'07"W	55.45'
L14	S76°50'22"E	29.49'	L42	N26°38'17"W	9.11'	L70	N29°13'07"W	41.70'
L15	N65°19'54"E	21.47'	L43	N15°33'17"W	16.46'	L71	N00°02'03"E	35.43'
L16	N30°35'46"E	11.34'	L44	N16°53'06"E	37.66'	L72	N67°09'40"E	30.31'
L17	N77°16'31"E	18.21'	L45	N00°00'00"E	19.97'	L73	N22°50'20"W	65.31'
L18	N75°03'15"E	56.15'	L46	N47°31'51"W	44.14'	L74	N20°11'48"W	48.10'
L19	N81°32'10"E	11.90'	L47	N53°15'13"W	24.29'	L75	N10°06'52"W	102.72'
L20	N72°03'43"E	14.70'	L48	N33°34'31"W	33.18'	L76	N20°52'20"W	43.42'
L21	N80°08'19"E	79.28'	L49	N34°58'59"W	27.29'	L77	N01°37'21"E	279.70'
L22	N77°13'05"E	18.57'	L50	N38°18'09"W	19.94'			
L23	N85°21'24"E	29.30'	L51	N07°16'39"W	21.04'			
L24	N80°03'55"E	19.01'	L52	S25°33'53"W	180.11'			
L25	N75°12'36"E	63.59'	L53	S63°56'40"W	88.81'			
L26	N54°08'51"E	15.56'	L54	N89°59'35"W	110.85'			
L27	N45°17'46"E	22.23'	L55	N11°59'26"E	31.54'			
L28	N34°34'12"W	11.73'	L56	N77°59'35"W	11.11'			

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'
C2	32°04'45"	762.00'	426.64'

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



300 East Mineral Ave., Suite 1
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AGRICULTURAL DISTRICT
S 1/2 SW 1/4 SEC. 22, T6S, R66W, 6TH P.M.
PARKER, COLORADO

PATH: G:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-10-12 POPE PROPERTY - AGRICULTURAL DISTRICT (EXH B-2).DWG
JOB NUMBER: 24922-13 DATE: 8/31/2023 DWG: RDS CHK: BJM 7 OF 7 SHEETS

ORDINANCE NO. 3.366, Series of 2023

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

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

Section 1. Finding of Fact.

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

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

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

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

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

Section 2. The Property is hereby zoned OS-Open Space District. The uses permitted for the Property are specifically described in the Parker Land Development Ordinance.

Section 3. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes to the Property.

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

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

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

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

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

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 89°35'20" WEST, A DISTANCE OF 1321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE NORTHWESTERLY BOUNDARY OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING THREE (3) COURSES:

Q:\24922-13 - Pope Property Zoning\Legals\Pope Property - Open Space Zone District.docx
Page 1 of 4

THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;

THENCE SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, SOUTH 49°20'44" EAST, A DISTANCE OF 113.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 40°30'18" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°30'43", AN ARC LENGTH OF 60.01 FEET;

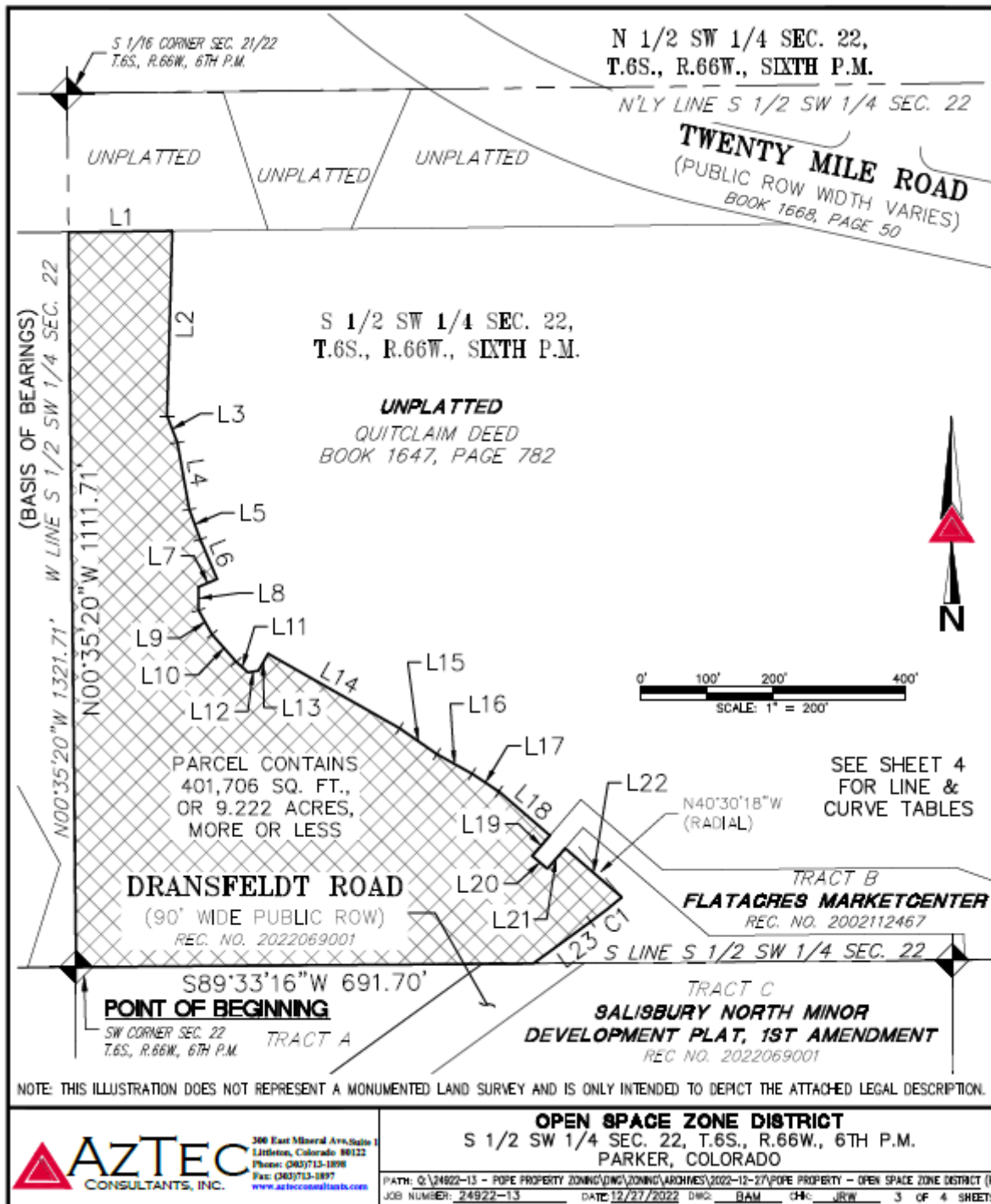
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'25" WEST, A DISTANCE OF 107.61 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 691.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.222 ACRES, (401,706 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	113.29'
L23	S54°00'25"W	107.61'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°30'43"	762.00'	60.01'

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

	OPEN SPACE ZONE DISTRICT S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M. PARKER, COLORADO		
	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		
PATH: Q:\24822-13 - POPE PROPERTY ZONING\DWG\ZONING\ARCHIVES\2022-12-27\POPE PROPERTY - OPEN SPACE ZONE DISTRICT (REV1).DWG JOB NUMBER: 24822-13 DATE: 12/27/2022 DWG: BAM CHK: JRW 4 OF 4 SHEETS			

ORDINANCE NO. 3.367, Series of 2023

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE POPE I REMNANT 1 PROPERTY FROM GD-GREATER DOWNTOWN DISTRICT TO OS-OPEN SPACE DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

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

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

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

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

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

Section 2. The Property is hereby rezoned OS-Open Space District. The uses permitted for the Property are specifically described in the Parker Land Development Ordinance.

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

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

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

legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHWEST 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 MOST WESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT B, NORTH 41°05'45" EAST, A DISTANCE OF 42.39 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 48°54'41" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 41°05'45" WEST, A DISTANCE OF 42.39 FEET;
2. NORTH 48°54'15" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

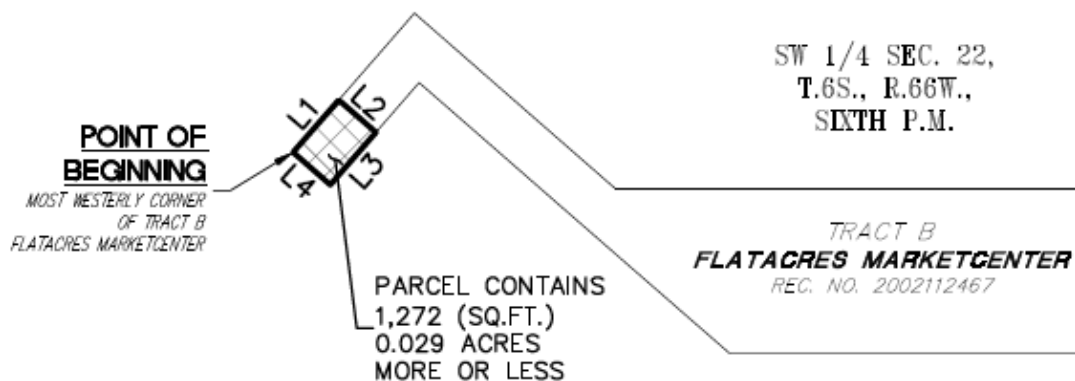
CONTAINING AN AREA OF 0.029 ACRES, (1,272 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

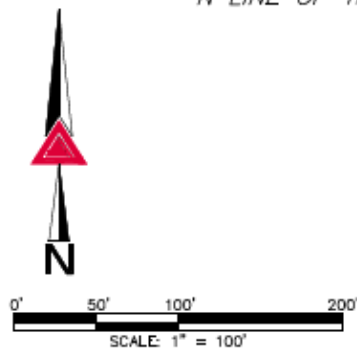
BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LINE TABLE		
LINE	BEARING	LENGTH
L1	N41°05'45"E	42.39'
L2	S48°54'41"E	30.00'
L3	S41°05'45"W	42.39'
L4	N48°54'15"W	30.00'

UNPLATTED



N LINE OF THE NW 1/4 OF SEC. 27



NW 1/4 SEC. 27,
T.6S., R.66W.,
SIXTH P.M.

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



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

FINGER OPEN SPACE AREA
SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\POPE PROPERTY - FINGER OPEN SPACE AREA.DWG
JOB NUMBER: 24922-13 DATE: 11/7/2022 DWG: BAM CHK: JRW 2 OF 2 SHEETS

ORDINANCE NO. 3.368, Series of 2023

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE TOWN-OWNED POPE I REMNANT 2 PROPERTY FROM GD-GREATER DOWNTOWN DISTRICT TO A-AGRICULTURAL DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A** within the Town of Parker, Colorado, from GD-Greater Downtown District to A-Agricultural District pursuant to the Town of Parker Land Development Ordinance.

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

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

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

e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for rezoning the Property from GD-Greater Downtown District to A-Agricultural District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby rezoned A-Agricultural District. The uses permitted for the Property are specifically described in the Parker Land Development Ordinance.

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

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

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

legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHWEST 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 MOST WESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING THREE (3) COURSES:

1. NORTH 41°05'45" EAST, A DISTANCE OF 42.39 FEET TO THE POINT OF BEGINNING;
2. NORTH 41°05'45" EAST, A DISTANCE OF 70.12 FEET;
3. SOUTH 48°54'15" EAST, A DISTANCE OF 150.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 45°27'53" WEST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°15'47", AN ARC LENGTH OF 30.10 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 48°54'15" WEST, A DISTANCE OF 118.49 FEET;
2. SOUTH 41°05'45" WEST, A DISTANCE OF 40.12 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 48°54'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.131 ACRES, (5,697 SQUARE FEET), MORE OR LESS.

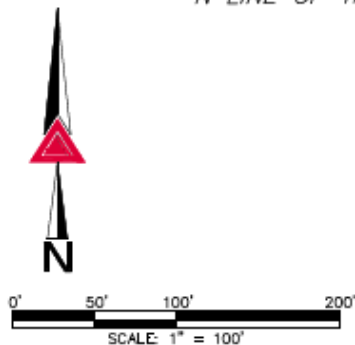
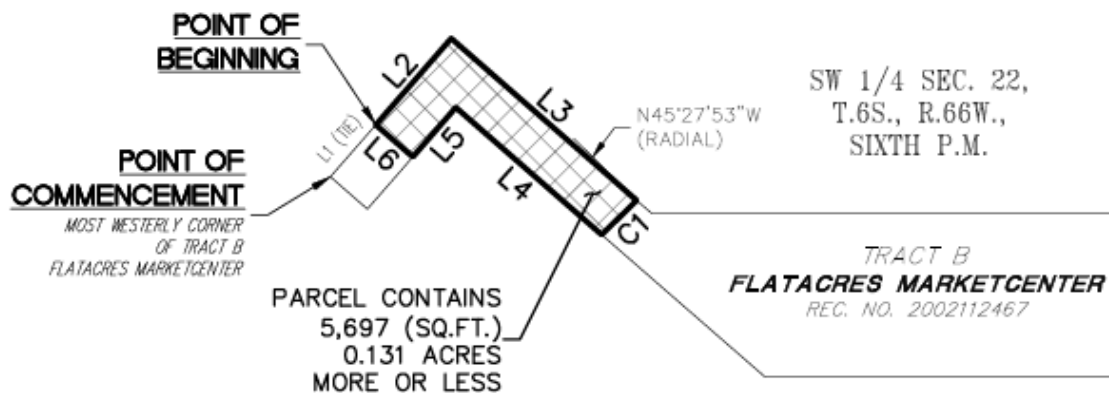
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N41°05'45"E	42.39'
L2	N41°05'45"E	70.12'
L3	S48°54'15"E	150.89'
L4	N48°54'15"W	118.49'
L5	S41°05'45"W	40.12'
L6	N48°54'41"W	30.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	2°15'47"	762.00'	30.10'

UNPLATTED



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



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

FINGER

SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

AGRICULTURAL AREA

PATH: Q:\24822-13 - POPE PROPERTY ZONING\DWG\ZONING\POPE PROPERTY - FINGER AGRICULTURAL AREA.DWG
JOB NUMBER: 24822-13 DATE: 11/7/2022 DWG: BAM CHK: JRW 2 OF 2 SHEETS

ANNEXATION AGREEMENT FOR POPE PROPERTY PHASE II

THIS ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this _____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), Parker Water and Sanitation District (the "District") (only as to Paragraph 3), and Denver Pope Family Limited Partnership, its successors and assigns (the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, which is attached hereto and incorporated by this reference.

B. The Property Owner agrees to have the Property annexed to the Town to help facilitate the Dransfeldt Road Improvements, as more fully described in Paragraph 8, below.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

D. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3), and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

(1) The Property Owner and the Town have mutually executed and delivered this Agreement.

(2) The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Town Charter.

(3) No legal challenge to the Town's approval of the annexation, this Agreement, or the zoning approvals set forth in Subparagraph 4.a below, including,

but not limited to, appeals pursuant to C.R.S. § 31-12-116 and Colorado Rules of Civil Procedure 106(a)(4) or a referendum pursuant to Section 14.3 of the Town Charter, has been brought within the applicable period(s) for such challenge(s).

(4) The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in Subparagraph 1.a of this Agreement have been fully satisfied, within ten (10) days after the legal challenge period described in Subparagraph 1.a(3) of this Agreement expires and no legal challenge has been brought within the applicable period(s) for such challenge(s).

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon the annexation and prospective development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Parker Land Development Ordinance and the Parker Municipal Code, as amended.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property. Notwithstanding the Intergovernmental Service Agreement between the Town of Parker and the Parker Water and Sanitation District dated September 24, 1990, the District shall be under no obligation to include the Property into the boundaries of the District and regardless of the annexation of the Property by the Town, no development (including, but not limited to, platting, site plan, and building permits) shall occur until the Property has been included into the District. The District agrees that the uses which exist on the Property as of the date of this Agreement shall be allowed to continue.

4. Zoning and Development.

a. The Property Owner hereby consents to the Town Council of the Town of Parker adopting: (i) Ordinance No. 3.364, Series of 2023, zoning that portion of the Property described in **Exhibit B-1**, attached hereto and incorporated by this reference, as "GD-Greater Downtown District (Market Center)," (ii) Ordinance No. 3.365, Series of 2023, zoning that portion of the Property described in **Exhibit B-2**, attached hereto and incorporated by this reference, as "A-Agricultural;" and (iii) Ordinance No. 3.366, Series

of 2023, zoning that portion of the Property described in **Exhibit B-3**, attached hereto and incorporated by this reference, as “OS-Open Space,” contemporaneously with the approval of this Agreement. The Property Owner acknowledges and agrees that the zoning of the Property does not include any approval related to the grading of the Property. The Property Owner further acknowledges and agrees that any grading or development of the Property is subject to the requirements contained within the Parker Municipal Code, as amended.

b. Town Fees. The Property Owner shall have no liability or responsibility relating to the expenses and fees, including the administrative and review expenses of the Town, and the expenses and fees associated with engineering, surveying, and legal services rendered in connection with the Town’s review of the annexation and initial zoning of the Property. The Property Owner agrees to pay all fees associated with any development of the Property and applications therefor, including but not limited to platting, site development plan and building permits, or development, as established by Town ordinance at the time this Agreement is executed and such additional impact fees as may be in effect at the time of development of the Property (as evidenced by plat approval) so long as said additional impact fees are assessed or adopted Town-wide, except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town-wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner and the Town acknowledge and agree that the dedication of a portion of the Property described in Paragraph 10.d of this Agreement to the Town, which will be zoned “OS-Open Space,” contemporaneously with the approval of this Agreement as provided in Paragraph 4.a of this Agreement, is a condition to the annexation of the Property into the Town. The Property Owner and the Town further agree that in the event the Town has any law, ordinance, rule or regulation that requires dedication of open space in connection with future development of the Property, the property dedicated as Open Space pursuant to this Paragraph 5 shall be credited against any future dedication, and the Property Owner will not be required to make any further open space dedications for any future development on the Property.

6. School Mitigation Plan. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a contribution to the Douglas County School District No. RE-1 (the "School District") for school mitigation (the "School Mitigation Fee") and a school land dedication or in-lieu fee (the “School Land Dedication”) for any residential development. The Town acknowledges and agrees that if the Property is developed without residential uses, the Property Owner will have no obligation to pay a School Mitigation Fee or the School Land Dedication to the School District. The Property Owner acknowledges and agrees that the Town may require the payment of a School Mitigation Fee and the School Land Dedication, as determined by the School District, as a condition to any development that results in residential uses on the Property.

7. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a payment of a "Deficit Reduction Fee" to the Town to off-set the impact to the Town's General Fund as the result of the annexation. The Town

acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be fiscally neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any development that results in residential uses on the Property, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time such change in zoning is initiated by the Property Owner, as described herein.

8. Dransfeldt Road Improvements to be Paid for by the Property Owner.

a. Reimbursement Obligation. The Property Owner shall reimburse the Town for the actual cost to design and construct, in accordance with Town standards, that portion of Dransfeldt Road to be constructed on the Property as a full nonresidential collector ("Dransfeldt Road"), as defined in the Town of Parker Roadway Design and Construction Manual ("Roadway Manual"), including curb, gutter, streetscape, drainage improvements, eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual as determined by the Town, prior to the first building permit for the Property in an amount not to exceed One Million Nine Hundred Sixty Thousand Six Hundred Five Dollars and Ninety-Six Cents (\$1,960,605.96) (the "Dransfeldt Road Reimbursement Obligation"). The amount of the Dransfeldt Road Reimbursement Obligation shall increase annually commencing on the date on which the improvements are completed and open for use by the public, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Dransfeldt Road Reimbursement Obligation shall not include the cost to design and construct that portion of the bridge structure located on the Property and described in **Exhibit C**, attached hereto and incorporated by this reference, which cost shall be paid by the Town.

b. Forgiveness of Dransfeldt Road Reimbursement Obligation. If the Property Owner develops that portion of the Property east of Dransfeldt Road as identified in Exhibit B-1 within ten (10) years from the time of probationary acceptance of Dransfeldt Road with one (1) or more commercial buildings, with a collective gross floor area of not less than 75,000 square feet and a minimum threshold of fifty percent (50%) of leasable space as retail sales-tax generating businesses, as evidenced by executed letters of intent with tenants and/or operators occupying the commercial buildings referenced herein, the Property Owner shall be released from its obligation to pay the Town the Dransfeldt Road Reimbursement Obligation.

c. Participation in Shopping Center or Tax and Fee Assistance Program. Upon either full payment of the Dransfeldt Road Reimbursement Obligation to the Town or forgiveness of that obligation pursuant to the terms of subparagraph 8.b., above, the Property Owner may apply to participate in either the Town's Shopping Center Assistance Program, as described in Chapter 4.10 of the Parker Municipal Code (the "SCAP") or the Tax and Fee Assistance Program, as described in Chapter 4.02 of the Parker Municipal Code (the "TAP" and the TAP and SCAP may each be referred to as the "Program") in order to utilize the enhanced sales taxes to pay for additional qualifying public improvements, provided that the Program or its equivalent exists at the time the Property

Owner desires to apply to such Program. If the Property Owner is successfully approved by Town Council to participate in either the TAP or the SCAP because it determines, in its sole discretion, that the Property Owner complies with the Program's requirements and meets the criteria set forth in the Code, the Property Owner may utilize its portion of the shared sales taxes and fees to satisfy its reimbursement obligations for other public or public-related improvements as provided in the Program agreement approved by Town Council. For purposes of clarity, if the Property Owner satisfies the conditions for forgiveness of the Dransfeldt Road Reimbursement Obligation pursuant to subparagraph 8(b), above, and the Property Owner is approved to participate in either the SCAP or the TAP, the Property Owner's portion of the shared sales taxes and fees shall first be applied to the amount of the Dransfeldt Road Reimbursement Obligation prior to those taxes and fees being applied to other public or public related improvements. The Town shall not share any taxes or fees until the taxes and fees, as applicable, from the Program surpass the amount of the Dransfeldt Road Reimbursement Obligation.

9. Payment of Costs Related to KOA Access Road.

a. The Parties acknowledge and agree that the southern boundary of the Property is adjacent to a parcel of real property commonly known as the "KOA Property," which is described in **Exhibit D**, which is attached hereto and incorporated by this reference. The Parties further acknowledge that the future development of the KOA Property will require the construction of an access road that will connect Parker Road to Dransfeldt Road (the "KOA Access Road"). As discussed in Paragraph 10.c, below, Property Owner will convey to the Town the right-of-way and easements for the construction, maintenance and operation of that portion of the KOA Access Road that will be located on the Property and Tracts A and B and Lot 3 of the Final Plat for the FlatAcres MarketCenter (the "MC-Access Road"). The owner of the KOA Property will be responsible for conveying to the Town the right-of-way and easements that are necessary for the construction, maintenance and operation of that portion of the KOA Access Road located on the KOA Property (the "VB-Access Road"). Together, the MC-Access Road and the VB-Access Road, include all of the right-of-way and easements required for the construction, maintenance and operation of the KOA Access Road in its entirety.

b. The Town shall be responsible for the design and construction, including the cost thereof, for the initial MC-Access Road embankment to serve as a spur dike until such time as that portion of the Property east of Dransfeldt Road described in **Exhibit B-1** is developed (the "Spur Dike"). As discussed in Paragraph 10.c., below, the Property Owner will grant the Town a slope easement for the MC-Access Road. Additional embankment may be necessary with the construction of the KOA Access Road, depending on the final design of the KOA Access Road (the "Additional Embankment"). The Town shall have no obligation to design or construct the KOA Access Road, the MC-Access Road, the VB-Access Road, or Additional Embankment or to pay the costs thereof.

c. The Town and Property Owner agree that Property Owner has no obligation to design or construct the MC-Access Road or the Additional Embankment, unless the construction of the MC-Access Road is necessary to provide access to the Property and/or

Tracts A and B, and Lot 3, of the Final Plat for FlatAcres MarketCenter (the “Market Center Property”).

d. In the event that the Property Owner constructs the MC-Access Road, the Town will use best efforts to require the owner of the KOA Property at the time of the development of the KOA Property to reimburse the Property Owner for fifty percent (50%) of the cost to design and construct the MC-Access Road.

e. In the event the owner of the KOA Property constructs the KOA Access Road, the Town as a condition of approval of any development plans for the KOA Property, will require: 1) that the owner of the KOA Property design and construct, at its sole cost, 100% of the VB-Access Road; 2) that the owner of the KOA Property design and construct of 100% of the MC-Access Road; and 3) the Property and/or Market Center Property are provided access to the KOA Access Road (with any connection to the KOA Access Road from the Market Center Property side at the sole expense of the owner of the Property/Market Center Property), provided that the owner of the Property and/or Market Center Property reimburse the owner of the KOA Property for fifty percent (50%) of the cost to design and construct the MC-Access Road.

10. Land Dedication. The Property Owner shall convey at no cost to the Town the following real property, free of debris (such as mechanical equipment, fences, and temporary structures, but not including vegetation and gravel or paved driveways or paths), and free and clear of all liens and encumbrances, according to the terms and conditions described below:

a. Dransfeldt Road. The real property described in **Exhibit E**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as **Exhibit E**), free and clear of all liens and encumbrances, to construct the Dransfeldt Road Improvements, at the time of the recordation of this Agreement.

b. Dransfeldt Road Easements. (i) The slope easement described in **Exhibit F-1**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (ii) the drainage easement described in **Exhibit F-2**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (iii) and the temporary construction easement described in **Exhibit F-3**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement.

c. MC-Access Road to Dransfeldt Road. (i) The real property described in **Exhibit G-1**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as Exhibit G-1), free and clear of all liens and encumbrances, for the MC-Access Road, which real property includes the necessary right-of-way for a nonresidential collector, as defined in the Town of Parker Roadway Design and Construction Criteria Manual, prior to the first building permit for the real property east of Dransfeldt Road described in **Exhibit B-1** or December 31, 2025, whichever occurs first, (ii) the slope easement described in **Exhibit G-2**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, (iii) the temporary construction easement described in **Exhibit G-3**, which is attached hereto and incorporated by this reference, at the time of recordation of this Agreement, and (iv)

additional easements from the Market Center Property (the “Additional Easements”), that are necessary to construct the MC-Access Road, including, but not limited to slope, drainage, and construction easements, as reasonably determined by the Town, in accordance with duly-adopted Town standards that may also be required and will be identified at the time of final design of the MC-Access Road. The conveyance of the Additional Easements shall be made upon thirty (30) days’ written notice of the Town to the Property Owner. The Property Owner shall continue to maintain existing landscaping within the MC-Access and the Additional Easements until the MC-Access Road is constructed. The Property Owner may construct a temporary turnaround area within the MC-Access Road right-of-way, subject to the Town of Parker Roadway Design and Construction Criteria Manual and the International Fire Code, as adopted by reference in the Parker Municipal Code, until such time as the VB-Access Road is constructed and open to the public. A portion of the temporary turnaround area may be located on adjacent real property owned by the Property Owner; provided that the Town is granted easements necessary of the operation and maintenance of the temporary turnaround area as part of a Town owned and operated right-of-way as determined by the Town.

d. Cherry Creek Floodway/Preble’s Jumping Mouse Habitat. (i) The real property described in **Exhibit H-1**, which is attached hereto and incorporated by this reference, by special warranty deed (which deed is also attached as **Exhibit H**), free and clear of all liens and encumbrances, which real property is comprised of the Cherry Creek floodway and Preble’s jumping mouse habitat, at the time of the recordation of this Agreement (the “Protected Property”); and (ii) the temporary construction easement described in **Exhibit H-2**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement. The Town shall construct a fence, at the Town’s expense, to delineate the boundary of the Protected Property (the “Boundary Fence”), as generally described on the vicinity map, which is attached hereto as **Exhibit I**, and incorporated by this reference. The Boundary Fence will be the standard plan CDOT wire fence Number M-607-1, which consists of 4-strand barbless wire fence with wooden posts.

e. Drainage Pond. (i) The real property described in **Exhibit J-1**, which is attached hereto and incorporated by this reference (the “Drainage Pond”), by special warranty deed (which deed is also attached as **Exhibit J-1**), free and clear of all liens and encumbrances, at the time of the recordation of this Agreement, (ii) the drainage pond outfall easement described in **Exhibit J-2**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement, (iii) the driveway access easement described in **Exhibit J-3**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement, and (iv) the temporary construction easement described in **Exhibit J-4**, which is attached hereto and incorporated by this reference, at the time of the recordation of this Agreement. The Town will design, construct, own and maintain the Drainage Pond.

f. Temporary Drainage Easement. The Temporary Drainage Easement described in **Exhibit K**, which is attached hereto and incorporated by this reference (the “Temporary Drainage Easement”), at the time of the recordation of this Agreement. The Temporary Drainage Easement will convey stormwater flows from the real property

described in the “Annexation Agreement For Pope Property Phase I,” dated July 1, 2002, and recorded at Reception No. 2002112464 in the real property records of the Douglas County Clerk and Records Office, to Dransfeldt Road, until such time as the platting process for the Property eliminates the need for the Temporary Drainage Easement. The Town will work with Property Owner to execute any documents necessary to evidence the release of this easement.

g. FlatAcres Center Remnant Parcels. The real property described in **Exhibits L-1 and L-2**, which are attached hereto and incorporated by this reference, by special warranty deed, free and clear of all liens and encumbrances (the “Remnant Parcels”), at the time of the recordation of this Agreement.

11. Driveway Access.

a. Primary Driveway Access. The Property Owner shall have a private driveway on Dransfeldt Road for full movement access to Property Owner’s property (the “Primary Driveway”). The Primary Driveway is depicted on **Exhibit M-1**, which is attached hereto and incorporated by this reference, and will connect to the existing driveway located on the real property described in **Exhibit B-2**. The Primary Driveway will be constructed by the Town, at the Town’s expense, with four (4) inches of hot mix asphalt (“HMA”) pavement over eight (8) inches of aggregate base course (“ABC”) meeting Colorado Department of Transportation Class 6 specifications.

b. Secondary Driveway Access. The Property Owner shall have a private driveway on Twenty-Mile Road for right in and right out access to Property Owner’s property (the “Secondary Driveway”). The Secondary Driveway is depicted on **Exhibit M-2**, which is attached hereto and incorporated by this reference, and will connect to the existing driveway located on the real property described in **Exhibit B-2**. The Secondary Driveway will be constructed by the Town, at the Town’s expense, as a gravel road, with an eight-inch (8”) thickness of aggregate base course meeting Colorado Department of Transportation Class 6 specifications. The Town will pave, at the Town’s expense, fifty (50) feet of the Secondary Driveway, with a starting point behind the sidewalk along Twenty Mile Road. This paved section of the Secondary Driveway will consist of four (4) inches of HMA pavement over eight (8) inches of ABC meeting Colorado Department of Transportation Class 6 specifications.

c. Use of Secondary Driveway Access. Use of the Secondary Driveway access will be limited to traffic generated by the operational uses permitted by the Agricultural zoning district and not open to the general public, and the Property Owner will keep the Secondary Driveway access on Twenty-Mile Road gated when not in use until the agricultural use is abandoned on that portion of the Property west of Dransfeldt Road described in **Exhibits B-1 and B-2** and the Property west of Dransfeldt Road described in **Exhibit B-1** is subsequently used for a purpose consistent with the current zoning on the Property at the time of abandonment, at which time the Town will permit the Secondary Driveway access to be used for secondary or emergency access for the Property west of Dransfeldt Road described in **Exhibit B-1**, so long as the Property Owner improves the

Secondary Driveway, and Twenty-Mile Road as necessary, to meet the standards of the Roadway Design and Construction Manual of the Town for such use.

12. Privacy Fence. The Town shall construct, at the Town's expense, a six-foot-tall privacy fence along the west side of Dransfeldt Road, from the future Dransfeldt Road driveway into the Property to the future Twenty Mile Road intersection, as generally described on the vicinity map attached hereto as **Exhibit I**, to provide visual screening for a portion of the Property west of Dransfeldt Road described in **Exhibit B-1** (the "Privacy Fence"). A detail of the Privacy Fence to be constructed by the Town is attached as **Exhibit N** and incorporated by this reference. The Privacy Fence shall be constructed with the Dransfeldt Road Improvements.

13. Irrigation Well. The Town acknowledges the existence of an operational irrigation well on the real property east of Dransfeldt Road described in **Exhibit B-1**. During the construction of the Dransfeldt Road Improvements, the Town will use best efforts to minimize any disruption of water service from the well. The Town will install, at the Town's expense, four (4) 6-inch PVC future use utility sleeves to permit the continued operation of the well and irrigation of that portion of the Property described in **Exhibits B-1** and **B-2**.

14. Release of Drainage Pond Easement. Upon the Town's completion of the Drainage Pond, as described in Paragraph 10.e, the Town will release any and all easements pertaining to the drainage pond currently located on Tract B FlatAcres MarketCenter, which is owned by the Property Owner. The Town will work with Property Owner to execute all documents necessary to evidence the release of any easements encumbering the property relating to the drainage pond currently on the Property.

15. Dedication Standards. In every instance where this Agreement states that Property Owner shall convey certain property Free and Clear of All Liens and Encumbrances, the phrase "Free and Clear of All Liens and Encumbrances" shall be construed to mean that the conveyance may be subject to utility easements and similar encumbrances which are not inconsistent with the intended use of the property being conveyed, and are reasonably acceptable to the party to whom the property is required to be conveyed.

16. Reconveyance and Expiration of Easements. In the event that the Property Owner conveys or has conveyed any slope or drainage easements to the Town in connection with the construction of any roads or the Temporary Easement described herein, the Town shall reconvey to the Property Owner such easements when development grading by the Property Owner during the platting process eliminates the need for such slope and drainage easements or the Temporary Easement is no longer necessary. In the event that the Property Owner conveys any temporary construction easements to the Town, such easements shall expire by their terms.

17. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations.

18. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of the ordinance described in Paragraph 4.a. of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinances described in Paragraph 4.a. of this Agreement. If the Town fails to adopt the ordinance described in Paragraph 4.a. of this Agreement, then this Agreement shall not go into effect.

19. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town. The Property Owner acknowledges and agrees that the vesting of property rights in the Town is governed by Section 13.01.110 of the Parker Municipal Code, as amended.

20. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

21. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

22. Termination. If Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, are not approved as provided by Paragraph 4.a. of this Agreement, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

23. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

24. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the effective date of Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, as described in Paragraph 4.a. of this Agreement.

25. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

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

To the Town: Director of Engineering/Public Works
Town of Parker
20120 East Mainstreet
Parker, CO 80138

To the Property Owner: Denver Pope Family Limited Partnership
Attn: Mike Smith
11321 Dransfeldt Road
Parker, CO 80134

29. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of Ordinance Nos. 3.364, 3.365 and 3.366, Series of 2023, as described in Paragraph 4.a. of this Agreement.

30. Recitals. The recitals to this Agreement are incorporated herein by this reference.

31. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH #3 ONLY)

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

ATTEST:

Maleia Good

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B-1	GD-Greater Downtown District (Market Center) zoning for the Property
Exhibit B-2	A-Agricultural zoning for the Property
Exhibit B-3	OS-Open Space zoning for the Property
Exhibit C	Description of Bridge Structure on the Property
Exhibit D	Legal Description for the KOA Property
Exhibit E	Special Warranty Deed for Dransfeldt Road across the Property
Exhibit F-1	Slope Easement for Dransfeldt Road
Exhibit F-2	Drainage Easement for Dransfeldt Road
Exhibit F-3	Construction Easement for Dransfeldt Road
Exhibit G-1	Special Warranty Deed for MC-Access Road
Exhibit G-2	Slope Easement for MC-Access Road
Exhibit G-3	Construction Easement for MC-Access Road
Exhibit H-1	Special Warranty Deed for the Flood Plain/Preble's Jumping Mouse Habitat
Exhibit H-2	Construction Easement for the Flood Plain/Preble's Jumping Mouse Habitat
Exhibit I	Vicinity Map for Privacy Fence and Boundary Fence
Exhibit J-1	Special Warranty Deed for the Drainage Pond
Exhibit J-2	Drainage Easement for Drainage Pond Outfall
Exhibit J-3	Driveway Access Easement
Exhibit J-4	Construction Easement for Drainage Pond
Exhibit K	Temporary Drainage Easement to convey storm flows
Exhibit L-1	Special Warranty Deed for the Remnant Parcel
Exhibit L-2	Special Warranty Deed for the Remnant Parcel
Exhibit M-1	Primary Driveway Access Twenty Mile Road Description
Exhibit M-2	Secondary Driveway Access Twenty Mile Road Description
Exhibit N	Detail of Privacy Fence

EXHIBIT A

Legal Description of the Property

FLATACRES MARKETCENTER #2 ANNEXATION AND ZONING

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°07'48"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1111.96 FEET; THENCE N89°48'03"E A DISTANCE OF 1090.40 FEET TO A POINT THE SOUTH RIGHT-OF-WAY OF 20 MILE ROAD AS DESCRIBED IN BOOK 1668, PAGE 50 AND BOOK 1653, PAGE 1126 AT THE OFFICE THE CLERK AND RECORDER OF DOUGLAS COUNTY; THENCE S77°23'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 466.68 FEET TO THE NORTHWEST CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED OCTOBER 25, 2002 AT RECEPTION NO. 2002112467; THENCE ALONG SAID TRACT B THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES; 1.) S12°36'10"W A DISTANCE OF 141.39 FEET; 2.) THENCE S77°23'50"E A DISTANCE OF 103.64 FEET; 3.) THENCE S12°35'53"W A DISTANCE OF 190.51 FEET; 4.) THENCE S77°24'07"E A DISTANCE OF 59.58 FEET; 5.) THENCE S00°00'17"E A DISTANCE OF 554.32 FEET; 6.) THENCE N89°59'01"W A DISTANCE OF 188.02 FEET; 7.) THENCE N69°54'00"W A DISTANCE OF 116.48 FEET; 8.) THENCE N89°59'51"W A DISTANCE OF 444.37 FEET; 9.) THENCE N48°54'15"W A DISTANCE OF 163.19 FEET; 10.) THENCE S41°05'45"W A DISTANCE OF 112.51 FEET; 11.) THENCE S48°54'15"E A DISTANCE OF 30.00 FEET; 12.) THENCE N41°05'45"E A DISTANCE OF 82.51 FEET; 13.) THENCE S48°54'15"E A DISTANCE OF 250.94 FEET; 14.) THENCE S89°59'51"E A DISTANCE OF 385.67 FEET; 15.) THENCE S00°53'59"E A DISTANCE OF 40.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE S89°59'43"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1343.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.602 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, WHICH BEARS N00°13'15"W AND BEING MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP PLS # ILLEGIBLE IN RANGE BOX AT THE CENTER QUARTER CORNER AND A FOUND 3 1/4" ALUMINUM CAP PLS # 9133 AT THE SOUTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT B-1

GD-Greater Downtown District (Market Center) zoning for the Property

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B, FLATAIRES MARKET CENTER, RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, SOUTH 89°33'16" WEST, A DISTANCE OF 350.47 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SOUTH 89°33'16" WEST, A DISTANCE OF 652.26 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'24" EAST, A DISTANCE OF 107.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'28", AN ARC LENGTH OF 101.84 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

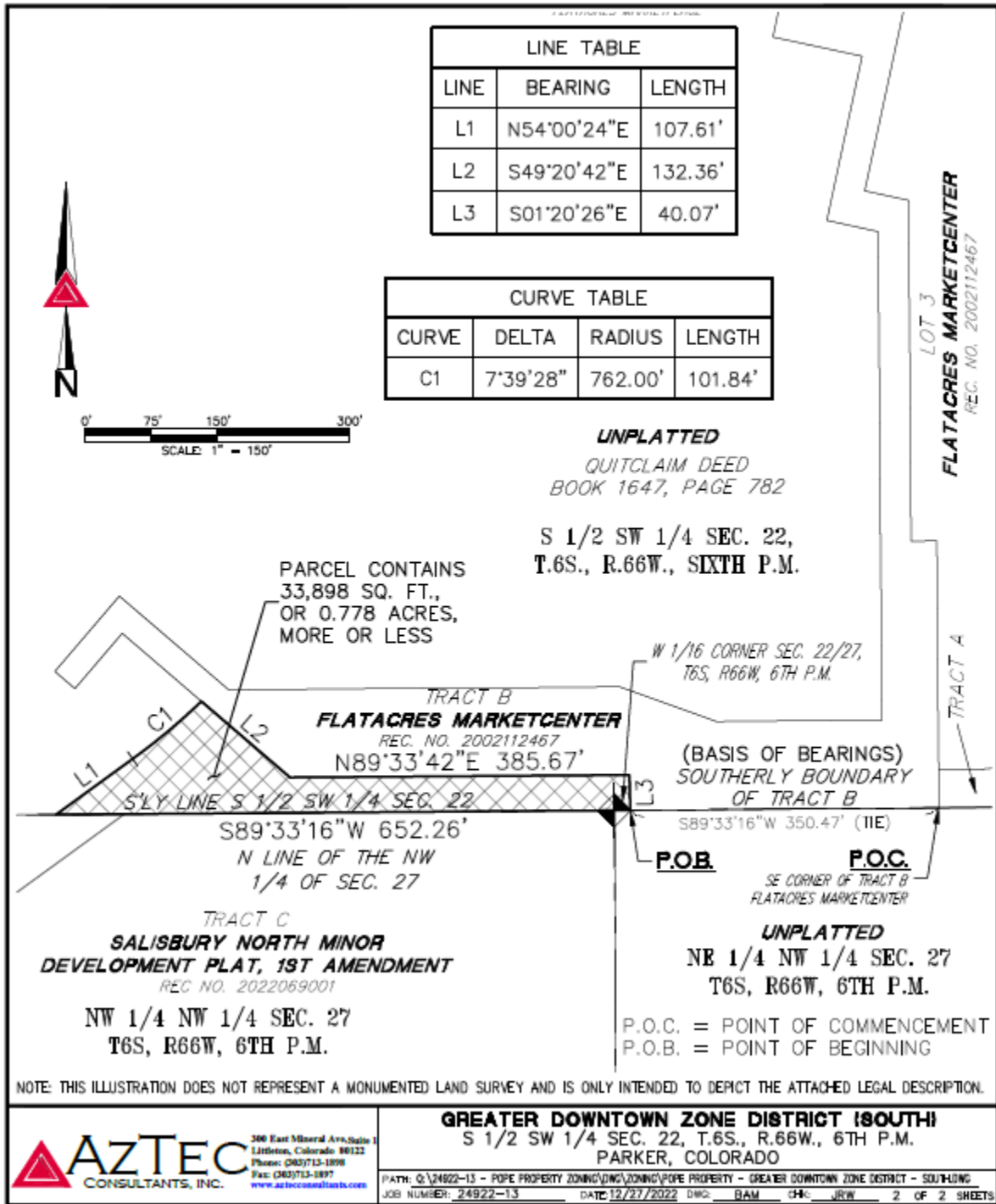
THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 49°20'42" EAST, A DISTANCE OF 132.36 FEET;
2. NORTH 89°33'42" EAST, A DISTANCE OF 385.67 FEET;
3. SOUTH 01°20'26" EAST, A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.778 ACRES, (33,898 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B, FLATACRES MARKETPLACE, RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 12°09'43" WEST, A DISTANCE OF 141.39 FEET;
2. SOUTH 77°50'17" EAST, A DISTANCE OF 103.64 FEET;
3. SOUTH 12°08'26" WEST, A DISTANCE OF 190.51 FEET;
4. SOUTH 77°50'34" EAST, A DISTANCE OF 59.58 FEET;
5. SOUTH 00°26'44" EAST, A DISTANCE OF 554.32 FEET;
6. SOUTH 89°34'32" WEST, A DISTANCE OF 188.02 FEET;
7. NORTH 70°20'27" WEST, A DISTANCE OF 116.48 FEET;
8. SOUTH 89°33'42" WEST, A DISTANCE OF 444.37 FEET;
9. NORTH 49°20'42" WEST, A DISTANCE OF 12.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 45°54'50" WEST;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN ARC LENGTH OF 426.64 FEET;

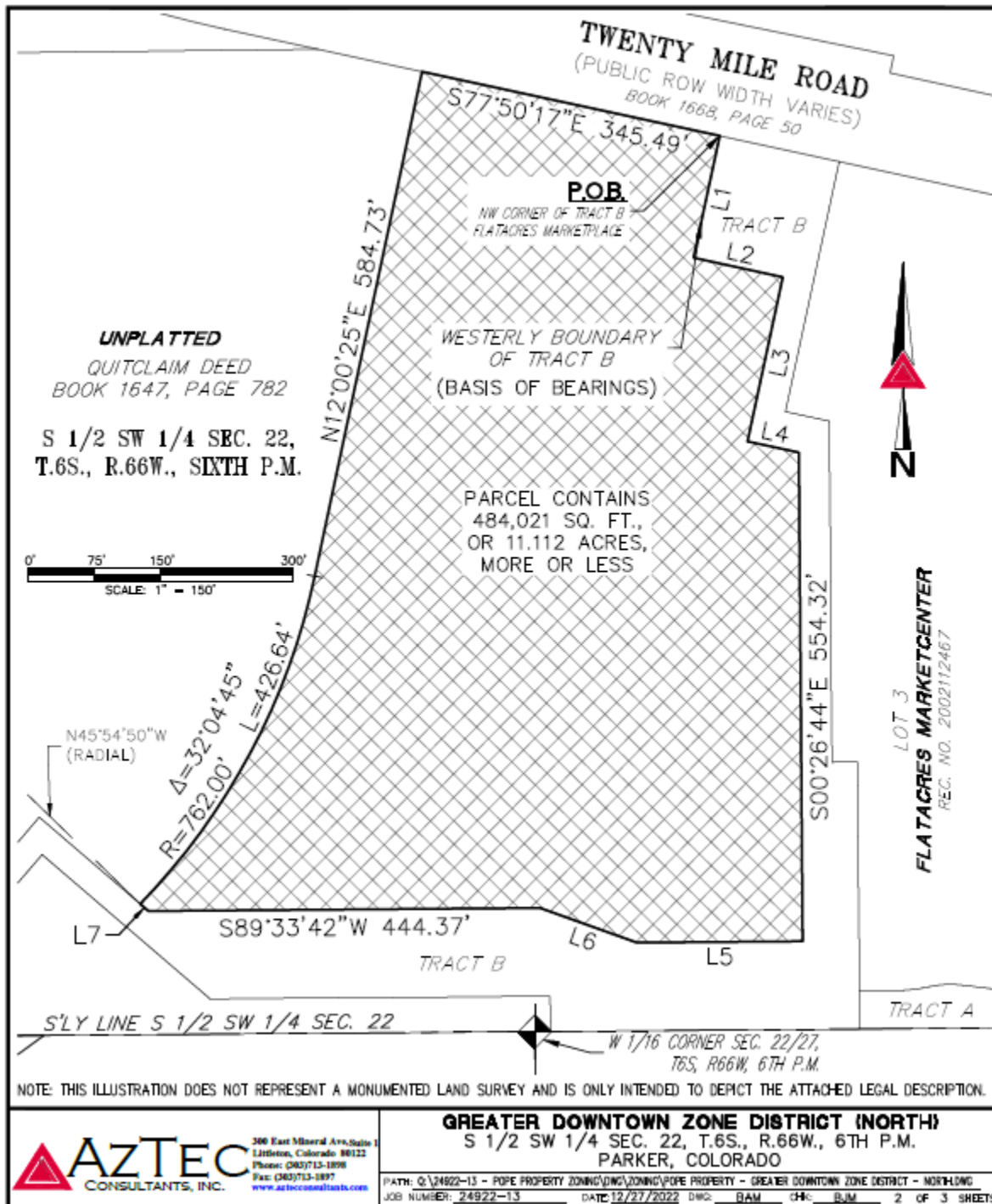
THENCE TANGENT TO SAID CURVE, NORTH 12°00'25" EAST, A DISTANCE OF 584.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED IN BOOK 1668 AT PAGE 50, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 345.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 11.112 ACRES, (484,021 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°09'43"W	141.39'
L2	S77°50'17"E	103.64'
L3	S12°09'26"W	190.51'
L4	S77°50'34"E	59.58'
L5	S89°34'32"W	188.02'
L6	N70°20'27"W	116.48'
L7	N49°20'42"W	12.22'

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



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GREATER DOWNTOWN ZONE DISTRICT (NORTH)
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\POPE PROPERTY - GREATER DOWNTOWN ZONE DISTRICT - NORTH.DWG
JOB NUMBER: 24922-13 DATE: 12/27/2022 DWG: BAM CHK: BJM 3 OF 3 SHEETS

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO; THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED; THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 1,023.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°20'54" EAST, A DISTANCE OF 67.28 FEET; THENCE SOUTH 77°50'17" EAST, A DISTANCE OF 121.01 FEET; THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 584.73 FEET; THENCE NORTH 80°15'04" WEST, A DISTANCE OF 45.04 FEET; THENCE NORTH 31°25'17" WEST, A DISTANCE OF 26.74 FEET; THENCE NORTH 77°59'35" WEST, A DISTANCE OF 11.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 94.23 FEET; THENCE TANGENT TO SAID CURVE, NORTH 11°59'26" EAST, A DISTANCE OF 31.54 FEET; THENCE NORTH 89°59'35" WEST, A DISTANCE OF 110.85 FEET; THENCE SOUTH 63°56'40" WEST, A DISTANCE OF 88.81 FEET; THENCE SOUTH 25°33'53" WEST, A DISTANCE OF 180.11 FEET; THENCE NORTH 07°16'39" WEST, A DISTANCE OF 21.04 FEET; THENCE NORTH 38°18'09" WEST, A DISTANCE OF 19.94 FEET; THENCE NORTH 34°58'59" WEST, A DISTANCE OF 27.29 FEET; THENCE NORTH 33°34'31" WEST, A DISTANCE OF 33.18 FEET; THENCE NORTH 53°15'13" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 47°31'51" WEST, A DISTANCE OF 44.14 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET; THENCE NORTH 16°53'06" EAST, A DISTANCE OF 37.66 FEET; THENCE NORTH 15°33'17" WEST, A DISTANCE OF 16.46 FEET; THENCE NORTH 26°38'17" WEST, A DISTANCE OF 9.11 FEET; THENCE NORTH 36°48'12" WEST, A DISTANCE OF 19.91 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 04°51'50" WEST, A DISTANCE OF 47.38 FEET; THENCE NORTH 11°06'34" EAST, A DISTANCE OF 8.96 FEET; THENCE NORTH 19°00'01" EAST, A DISTANCE OF 6.35 FEET; THENCE NORTH 07°19'39" EAST, A DISTANCE OF 28.06 FEET; THENCE NORTH 18°32'17" EAST, A DISTANCE OF 6.50 FEET; THENCE NORTH 54°17'03" EAST, A DISTANCE OF 9.56 FEET; THENCE NORTH 14°33'55" EAST, A DISTANCE OF 8.70 FEET; THENCE NORTH 26°34'14" WEST, A DISTANCE OF 9.08 FEET; THENCE NORTH 03°14'33" WEST, A DISTANCE OF 37.55 FEET; THENCE NORTH 29°35'17" WEST, A DISTANCE OF 28.15 FEET; THENCE NORTH 87°27'37" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 34°34'12" WEST, A DISTANCE OF 11.73 FEET; THENCE NORTH 45°17'46" EAST, A DISTANCE OF 22.23 FEET; THENCE NORTH 54°08'51" EAST, A DISTANCE OF 15.56 FEET; THENCE NORTH 75°12'36" EAST, A DISTANCE OF 63.59 FEET; THENCE NORTH 80°03'55" EAST, A DISTANCE OF 19.01 FEET;

Page 1 of 6
8/30/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-08-30 Pope Property - Greater Downtown Market Center District.docx

THENCE NORTH 85°21'24" EAST, A DISTANCE OF 29.30 FEET;
THENCE NORTH 77°13'05" EAST, A DISTANCE OF 18.57 FEET;
THENCE NORTH 80°08'19" EAST, A DISTANCE OF 79.28 FEET;
THENCE NORTH 72°03'43" EAST, A DISTANCE OF 14.70 FEET;
THENCE NORTH 81°32'10" EAST, A DISTANCE OF 11.90 FEET;
THENCE NORTH 75°03'15" EAST, A DISTANCE OF 56.15 FEET;
THENCE NORTH 77°16'31" EAST, A DISTANCE OF 18.21 FEET;
THENCE NORTH 30°35'46" EAST, A DISTANCE OF 11.34 FEET;
THENCE NORTH 65°19'54" EAST, A DISTANCE OF 21.47 FEET;
THENCE SOUTH 76°50'22" EAST, A DISTANCE OF 29.49 FEET;
THENCE NORTH 71°49'14" EAST, A DISTANCE OF 31.26 FEET;
THENCE NORTH 80°06'23" EAST, A DISTANCE OF 16.80 FEET;
THENCE NORTH 76°44'00" EAST, A DISTANCE OF 75.74 FEET;
THENCE NORTH 65°53'45" EAST, A DISTANCE OF 47.23 FEET;
THENCE NORTH 62°45'14" EAST, A DISTANCE OF 23.70 FEET;
THENCE NORTH 10°34'09" EAST, A DISTANCE OF 4.89 FEET;
THENCE NORTH 48°11'46" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 16°10'03" EAST, A DISTANCE OF 27.20 FEET;
THENCE NORTH 04°29'17" WEST, A DISTANCE OF 5.30 FEET;
THENCE NORTH 60°53'44" WEST, A DISTANCE OF 8.31 FEET;
THENCE NORTH 83°59'12" WEST, A DISTANCE OF 75.49 FEET;
THENCE NORTH 66°54'59" WEST, A DISTANCE OF 1.52 FEET TO THE POINT OF BEGINNING.

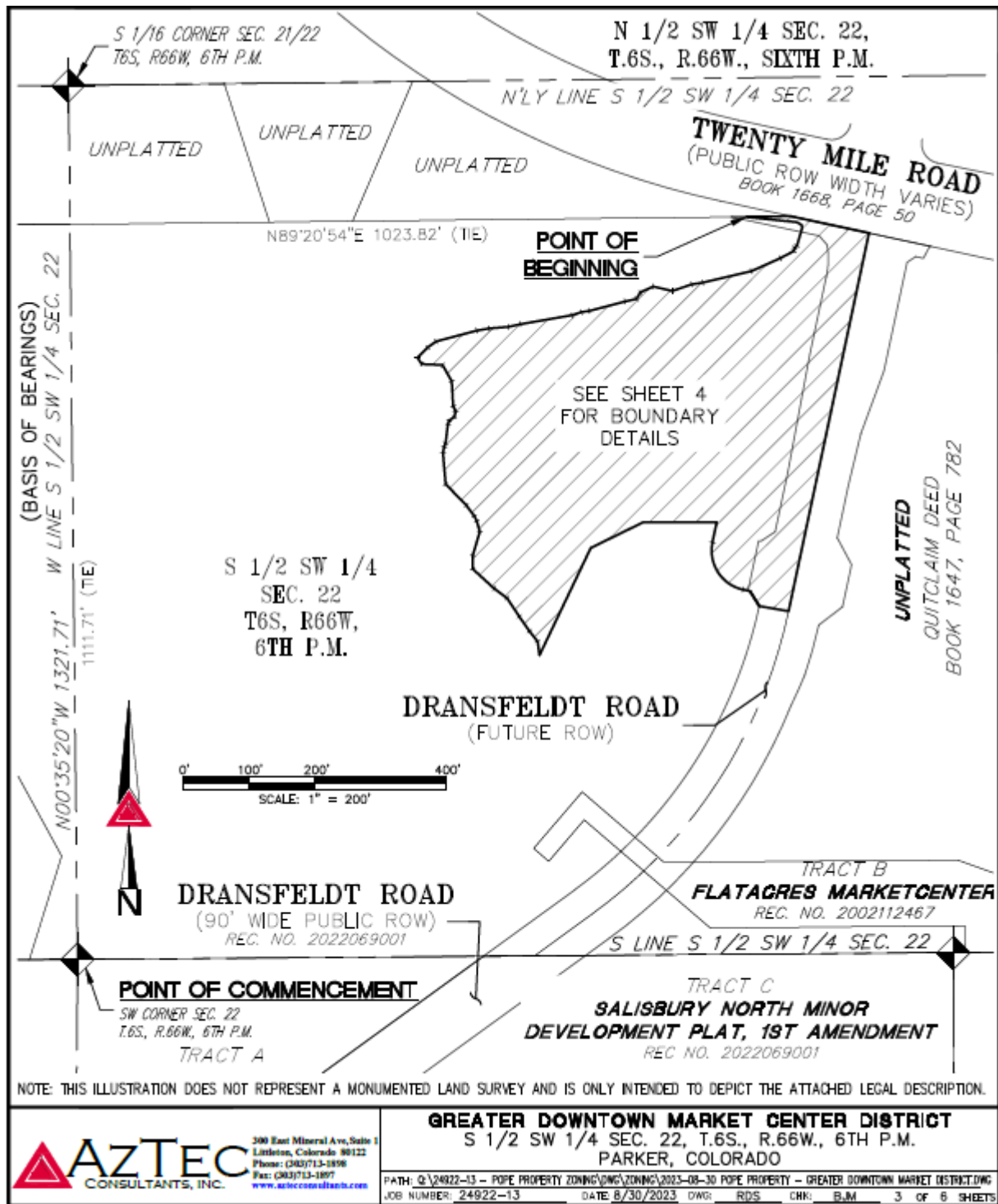
CONTAINING AN AREA OF 5.594 ACRES, (243,673 SQUARE FEET), MORE OR LESS.

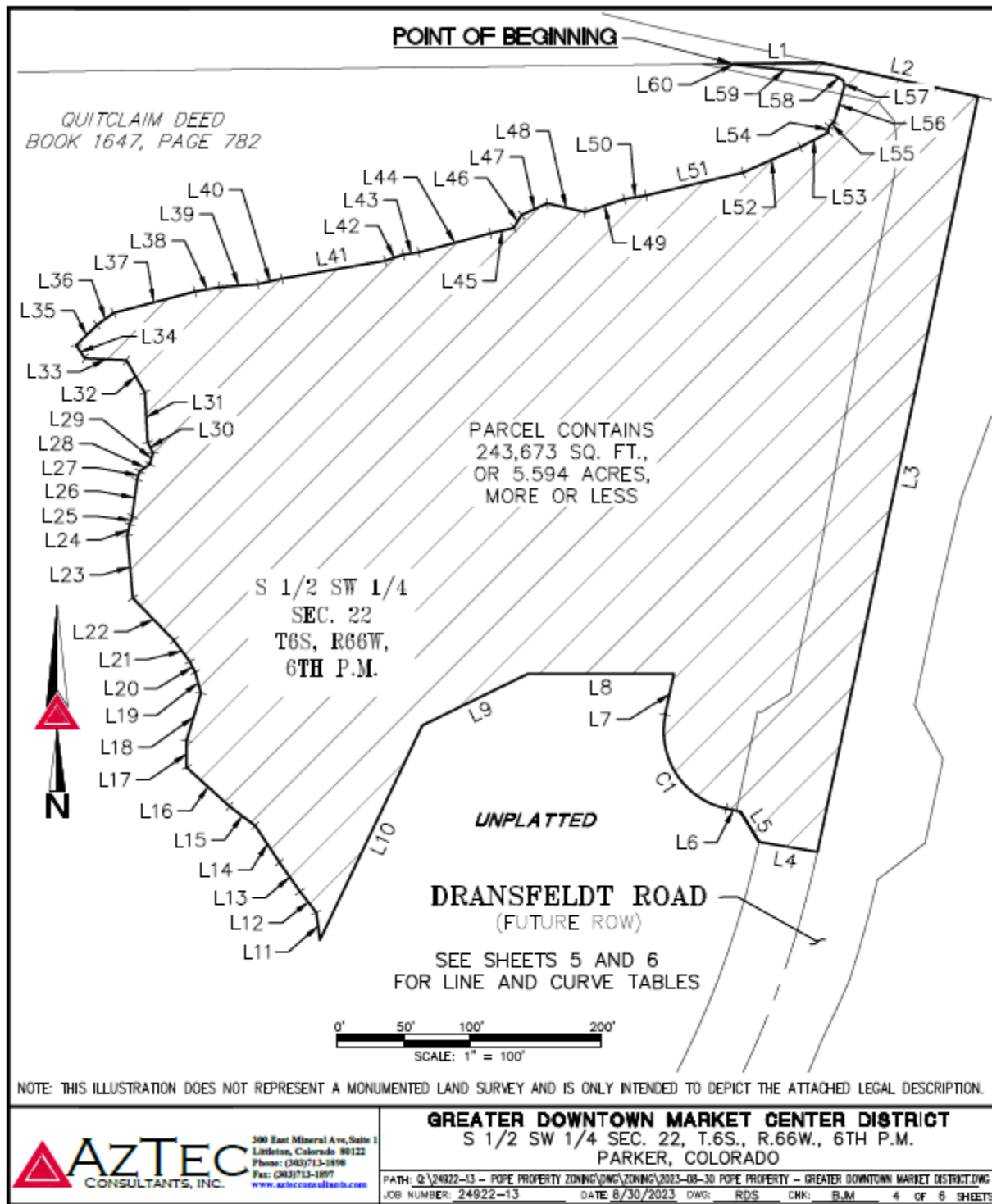
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Page 2 of 6
8/30/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-08-30 Pope Property - Greater Downtown Market Center District.docx





LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	67.28'
L2	S77°50'17"E	121.01'
L3	S12°00'25"W	584.73'
L4	N80°15'04"W	45.04'
L5	S31°25'17"E	26.74'
L6	N77°59'35"W	11.11'
L7	N11°59'26"E	31.54'
L8	N89°59'35"W	110.85'
L9	S63°56'40"W	88.81'
L10	S25°33'53"W	180.11'
L11	N07°16'39"W	21.04'
L12	N38°18'09"W	19.94'
L13	N34°58'59"W	27.29'
L14	N33°34'31"W	33.18'
L15	N53°15'13"W	24.29'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N47°31'51"W	44.14'
L17	N00°00'00"E	19.97'
L18	N16°53'06"E	37.66'
L19	N15°33'17"W	16.46'
L20	N26°38'17"W	9.11'
L21	N36°48'12"W	19.91'
L22	N44°19'57"W	44.82'
L23	N04°51'50"W	47.38'
L24	N11°06'34"E	8.96'
L25	N19°00'01"E	6.35'
L26	N07°19'39"E	28.06'
L27	N18°32'17"E	6.50'
L28	N54°17'03"E	9.56'
L29	N14°33'55"E	8.70'
L30	N26°34'14"W	9.08'

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



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GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CHK: BJM 5 OF 6 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L31	N03°14'33"W	37.55'
L32	N29°35'17"W	28.15'
L33	N87°27'37"W	31.50'
L34	N34°34'12"W	11.73'
L35	N45°17'46"E	22.23'
L36	N54°08'51"E	15.56'
L37	N75°12'36"E	63.59'
L38	N80°03'55"E	19.01'
L39	N85°21'24"E	29.30'
L40	N77°13'05"E	18.57'
L41	N80°08'19"E	79.28'
L42	N72°03'43"E	14.70'
L43	N81°32'10"E	11.90'
L44	N75°03'15"E	56.15'
L45	N77°16'31"E	18.21'

LINE TABLE		
LINE	BEARING	LENGTH
L46	N30°35'46"E	11.34'
L47	N65°19'54"E	21.47'
L48	S76°50'22"E	29.49'
L49	N71°49'14"E	31.26'
L50	N80°06'23"E	16.80'
L51	N76°44'00"E	75.74'
L52	N65°53'45"E	47.23'
L53	N62°45'14"E	23.70'
L54	N10°34'09"E	4.89'
L55	N48°11'46"E	5.00'
L56	N16°10'03"E	27.20'
L57	N04°29'17"W	5.30'
L58	N60°53'44"W	8.31'
L59	N83°59'12"W	75.49'
L60	N66°54'59"W	1.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'

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



GREATER DOWNTOWN MARKET CENTER DISTRICT
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-08-30 POPE PROPERTY - GREATER DOWNTOWN MARKET DISTRICT.DWG
JOB NUMBER: 24922-13 DATE: 8/30/2023 DWG: RDS CRK: BJM 6 OF 6 SHEETS

EXHIBIT B-2

A-Agricultural zoning for the Property

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 48°54'15" EAST, A DISTANCE OF 30.00 FEET;
2. NORTH 41°05'45" EAST, A DISTANCE OF 42.39 FEET TO THE POINT OF BEGINNING;
3. CONTINUING, NORTH 41°05'45" EAST, A DISTANCE OF 40.12 FEET;
4. SOUTH 48°54'15" EAST, A DISTANCE OF 118.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 43°12'06" WEST;

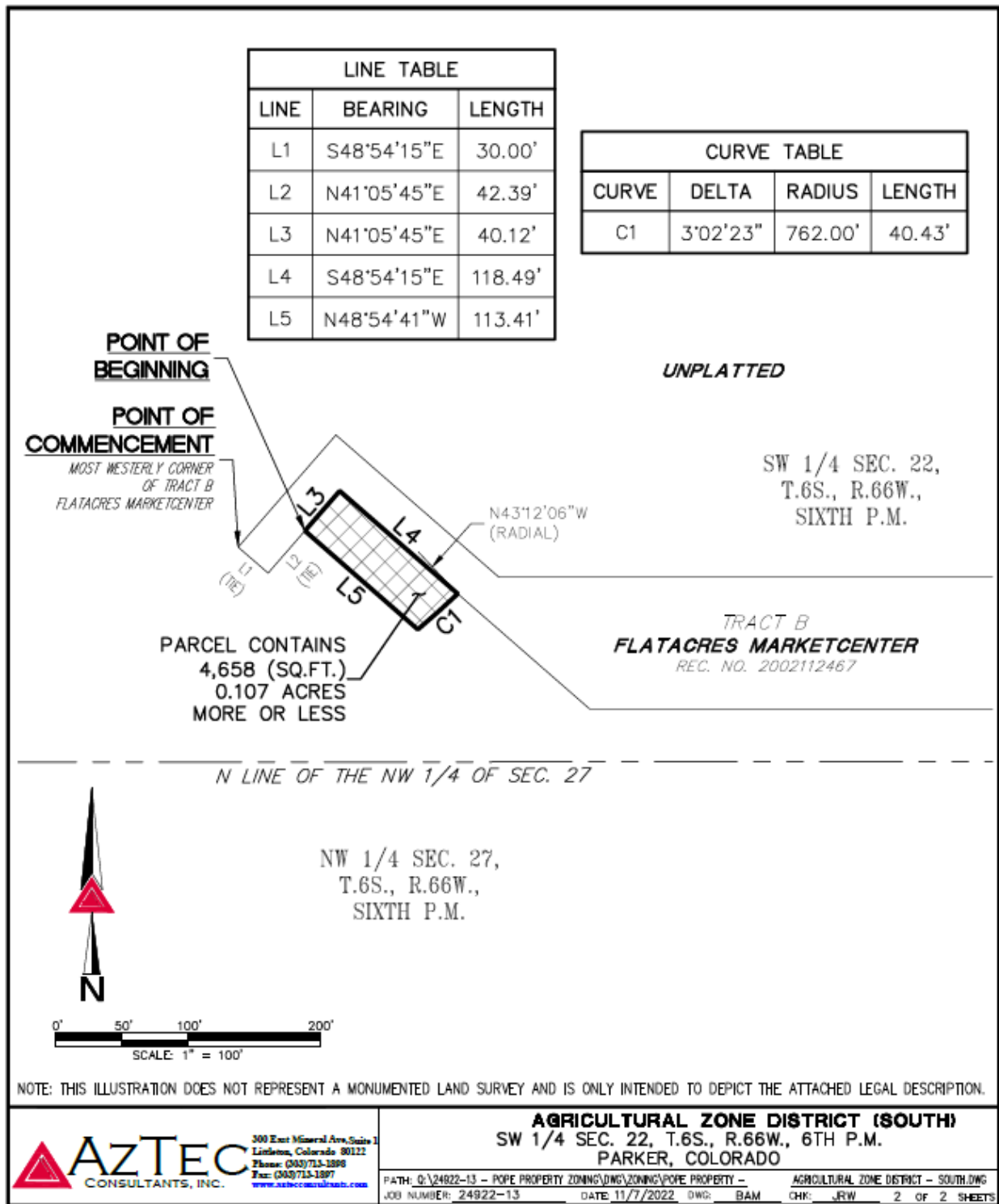
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'23", AN ARC LENGTH OF 40.43 FEET;

THENCE NORTH 48°54'41" WEST, A DISTANCE OF 113.41 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.107 ACRES, (4,658 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 866.63 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 66°54'59" EAST, A DISTANCE OF 1.52 FEET;

THENCE SOUTH 83°59'12" EAST, A DISTANCE OF 75.49 FEET;

THENCE SOUTH 60°53'44" EAST, A DISTANCE OF 8.31 FEET;

THENCE SOUTH 04°29'17" EAST, A DISTANCE OF 5.30 FEET;

THENCE SOUTH 16°10'03" WEST, A DISTANCE OF 27.20 FEET;

THENCE SOUTH 48°11'46" WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 10°34'09" WEST, A DISTANCE OF 4.89 FEET;

THENCE SOUTH 62°45'14" WEST, A DISTANCE OF 23.70 FEET;

THENCE SOUTH 65°53'45" WEST, A DISTANCE OF 47.23 FEET;

THENCE SOUTH 76°44'00" WEST, A DISTANCE OF 75.74 FEET;

THENCE SOUTH 80°06'23" WEST, A DISTANCE OF 16.80 FEET;

THENCE SOUTH 71°49'14" WEST, A DISTANCE OF 31.26 FEET;

THENCE NORTH 76°50'22" WEST, A DISTANCE OF 29.49 FEET;

THENCE SOUTH 65°19'54" WEST, A DISTANCE OF 21.47 FEET;

THENCE SOUTH 30°35'46" WEST, A DISTANCE OF 11.34 FEET;

THENCE SOUTH 77°16'31" WEST, A DISTANCE OF 18.21 FEET;

THENCE SOUTH 75°03'15" WEST, A DISTANCE OF 56.15 FEET;

Page 1 of 7
10/12/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-10-12 Pope Property - Agricultural District (Exh B-2).docx

THENCE SOUTH 81°32'10" WEST, A DISTANCE OF 11.90 FEET;
THENCE SOUTH 72°03'43" WEST, A DISTANCE OF 14.70 FEET;
THENCE SOUTH 80°08'19" WEST, A DISTANCE OF 79.28 FEET;
THENCE SOUTH 77°13'05" WEST, A DISTANCE OF 18.57 FEET;
THENCE SOUTH 85°21'24" WEST, A DISTANCE OF 29.30 FEET;
THENCE SOUTH 80°03'55" WEST, A DISTANCE OF 19.01 FEET;
THENCE SOUTH 75°12'36" WEST, A DISTANCE OF 63.59 FEET;
THENCE SOUTH 54°08'51" WEST, A DISTANCE OF 15.56 FEET;
THENCE SOUTH 45°17'46" WEST, A DISTANCE OF 22.23 FEET;
THENCE SOUTH 34°34'12" EAST, A DISTANCE OF 11.73 FEET;
THENCE SOUTH 87°27'37" EAST, A DISTANCE OF 31.50 FEET;
THENCE SOUTH 29°35'17" EAST, A DISTANCE OF 28.15 FEET;
THENCE SOUTH 03°14'33" EAST, A DISTANCE OF 37.55 FEET;
THENCE SOUTH 26°34'14" EAST, A DISTANCE OF 9.08 FEET;
THENCE SOUTH 14°33'55" WEST, A DISTANCE OF 8.70 FEET;
THENCE SOUTH 54°17'03" WEST, A DISTANCE OF 9.56 FEET;
THENCE SOUTH 18°32'17" WEST, A DISTANCE OF 6.50 FEET;
THENCE SOUTH 07°19'39" WEST, A DISTANCE OF 28.06 FEET;
THENCE SOUTH 19°00'01" WEST, A DISTANCE OF 6.35 FEET;
THENCE SOUTH 11°06'34" WEST, A DISTANCE OF 8.96 FEET;
THENCE SOUTH 04°51'50" EAST, A DISTANCE OF 47.38 FEET;
THENCE SOUTH 44°19'57" EAST, A DISTANCE OF 44.82 FEET;
THENCE SOUTH 36°48'12" EAST, A DISTANCE OF 19.91 FEET;
THENCE SOUTH 26°38'17" EAST, A DISTANCE OF 9.11 FEET;
THENCE SOUTH 15°33'17" EAST, A DISTANCE OF 16.46 FEET;
THENCE SOUTH 16°53'06" WEST, A DISTANCE OF 37.66 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 19.97 FEET;
THENCE SOUTH 47°31'51" EAST, A DISTANCE OF 44.14 FEET;

Page 2 of 7
10/12/2023

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THENCE SOUTH 53°15'13" EAST, A DISTANCE OF 24.29 FEET;
 THENCE SOUTH 33°34'31" EAST, A DISTANCE OF 33.18 FEET;
 THENCE SOUTH 34°58'59" EAST, A DISTANCE OF 27.29 FEET;
 THENCE SOUTH 38°18'09" EAST, A DISTANCE OF 19.94 FEET;
 THENCE SOUTH 07°16'39" EAST, A DISTANCE OF 21.04 FEET;
 THENCE NORTH 25°33'53" EAST, A DISTANCE OF 180.11 FEET;
 THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;
 THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;
 THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A
 TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN
 ARC LENGTH OF 94.23 FEET;
 THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;
 THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET;
 THENCE SOUTH 80°15'04" EAST, A DISTANCE OF 45.04 FEET TO THE BEGINNING OF A NON-
 TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS
 POINT OF SAID CURVE BEARS NORTH 77°59'36" WEST;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°04'45", AN
 ARC LENGTH OF 426.64 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'42" WEST, A DISTANCE OF 150.97 FEET;
 THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 71.50 FEET;
 THENCE NORTH 49°20'44" WEST, A DISTANCE OF 101.94 FEET;
 THENCE NORTH 56°33'48" WEST, A DISTANCE OF 48.55 FEET;
 THENCE NORTH 60°42'24" WEST, A DISTANCE OF 61.27 FEET;
 THENCE NORTH 55°19'03" WEST, A DISTANCE OF 68.53 FEET;
 THENCE NORTH 60°26'15" WEST, A DISTANCE OF 228.69 FEET;
 THENCE SOUTH 29°33'45" WEST, A DISTANCE OF 29.75 FEET;
 THENCE SOUTH 80°59'47" WEST, A DISTANCE OF 15.59 FEET;
 THENCE NORTH 48°26'33" WEST, A DISTANCE OF 24.08 FEET;
 THENCE NORTH 41°33'07" WEST, A DISTANCE OF 55.45 FEET;
 THENCE NORTH 29°13'07" WEST, A DISTANCE OF 41.70 FEET;

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 10/12/2023

Q:\24922-13 - Pope Property Zoning\Legals\2023-10-12 Pope Property - Agricultural District (Exh B-2).docx

THENCE NORTH 00°02'03" EAST, A DISTANCE OF 35.43 FEET;
THENCE NORTH 67°09'40" EAST, A DISTANCE OF 30.31 FEET;
THENCE NORTH 22°50'20" WEST, A DISTANCE OF 65.31 FEET;
THENCE NORTH 20°11'48" WEST, A DISTANCE OF 48.10 FEET;
THENCE NORTH 10°06'52" WEST, A DISTANCE OF 102.72 FEET;
THENCE NORTH 20°52'20" WEST, A DISTANCE OF 43.42 FEET;
THENCE NORTH 01°37'21" EAST, A DISTANCE OF 279.70 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 11.791 ACRES, (513,635 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 B-2

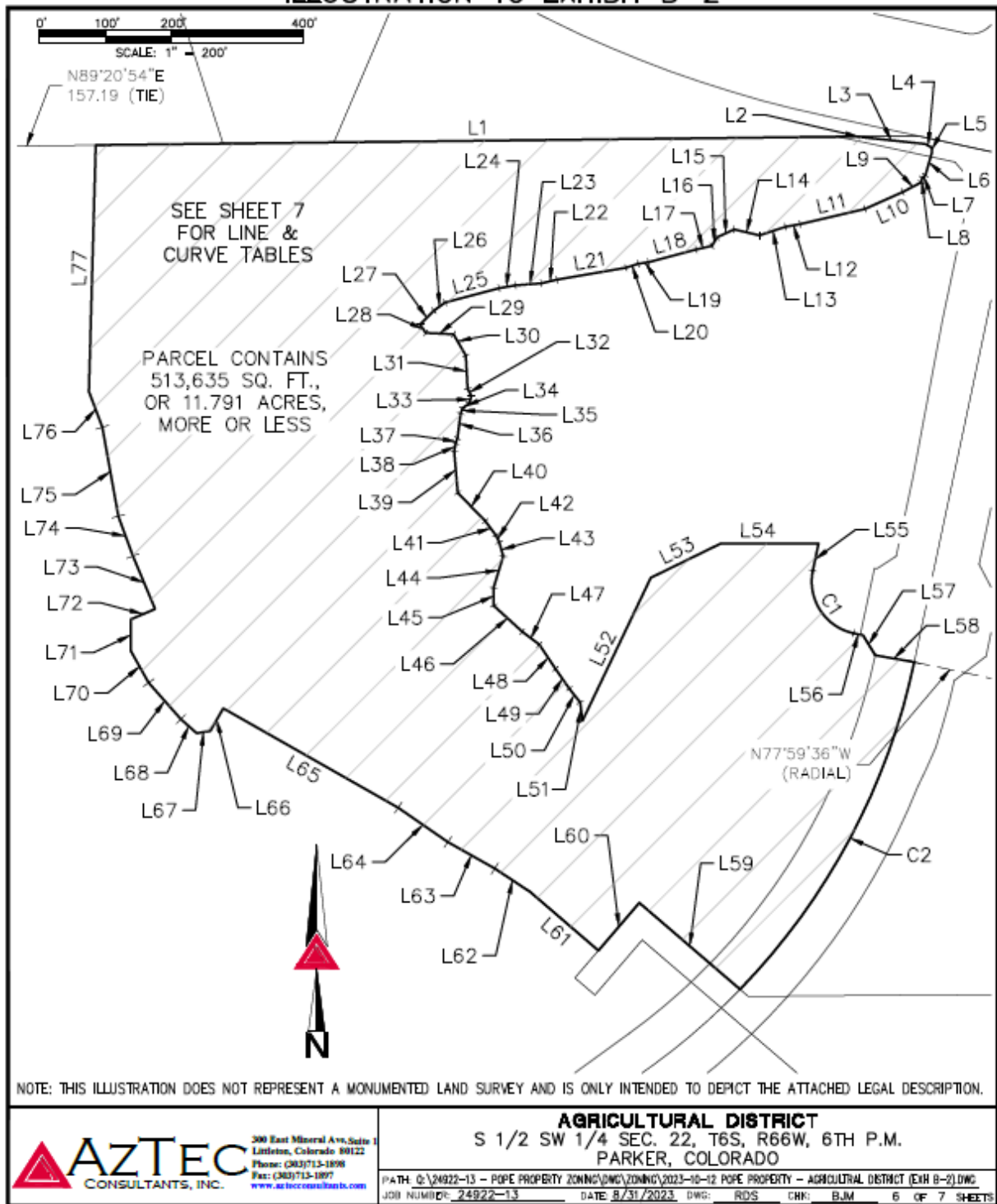


ILLUSTRATION TO EXHIBIT B-2

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°20'54"E	866.63'	L29	N87°27'37"W	31.50'	L57	S31°25'17"E	26.74'
L2	N66°54'59"W	1.52'	L30	N29°35'17"W	28.15'	L58	N80°15'04"W	45.04'
L3	N83°59'12"W	75.49'	L31	N03°14'33"W	37.55'	L59	N49°20'42"W	150.97'
L4	N60°53'44"W	8.31'	L32	N26°34'14"W	9.08'	L60	S40°39'18"W	71.50'
L5	N04°29'17"W	5.30'	L33	N14°33'55"E	8.70'	L61	N49°20'44"W	101.94'
L6	N16°10'03"E	27.20'	L34	N54°17'03"E	9.56'	L62	N56°33'48"W	48.55'
L7	N48°11'46"E	5.00'	L35	N18°32'17"E	6.50'	L63	N60°42'24"W	61.27'
L8	N10°34'09"E	4.89'	L36	N07°19'39"E	28.06'	L64	N55°19'03"W	68.53'
L9	N62°45'14"E	23.70'	L37	N19°00'01"E	6.35'	L65	N60°26'15"W	228.69'
L10	N65°53'45"E	47.23'	L38	N11°06'34"E	8.96'	L66	S29°33'45"W	29.75'
L11	N76°44'00"E	75.74'	L39	N04°51'50"W	47.38'	L67	S80°59'47"W	15.59'
L12	N80°06'23"E	16.80'	L40	N44°19'57"W	44.82'	L68	N48°26'33"W	24.08'
L13	N71°49'14"E	31.26'	L41	N36°48'12"W	19.91'	L69	N41°33'07"W	55.45'
L14	S76°50'22"E	29.49'	L42	N26°38'17"W	9.11'	L70	N29°13'07"W	41.70'
L15	N65°19'54"E	21.47'	L43	N15°33'17"W	16.46'	L71	N00°02'03"E	35.43'
L16	N30°35'46"E	11.34'	L44	N16°53'06"E	37.66'	L72	N67°09'40"E	30.31'
L17	N77°16'31"E	18.21'	L45	N00°00'00"E	19.97'	L73	N22°50'20"W	65.31'
L18	N75°03'15"E	56.15'	L46	N47°31'51"W	44.14'	L74	N20°11'48"W	48.10'
L19	N81°32'10"E	11.90'	L47	N53°15'13"W	24.29'	L75	N10°06'52"W	102.72'
L20	N72°03'43"E	14.70'	L48	N33°34'31"W	33.18'	L76	N20°52'20"W	43.42'
L21	N80°08'19"E	79.28'	L49	N34°58'59"W	27.29'	L77	N01°37'21"E	279.70'
L22	N77°13'05"E	18.57'	L50	N38°18'09"W	19.94'			
L23	N85°21'24"E	29.30'	L51	N07°16'39"W	21.04'			
L24	N80°03'55"E	19.01'	L52	S25°33'53"W	180.11'			
L25	N75°12'36"E	63.59'	L53	S63°56'40"W	88.81'			
L26	N54°08'51"E	15.56'	L54	N89°59'35"W	110.85'			
L27	N45°17'46"E	22.23'	L55	N11°59'26"E	31.54'			
L28	N34°34'12"W	11.73'	L56	N77°59'35"W	11.11'			

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'02"	60.00'	94.23'
C2	32°04'45"	762.00'	426.64'

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



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

AGRICULTURAL DISTRICT
S 1/2 SW 1/4 SEC. 22, T6S, R66W, 6TH P.M.
PARKER, COLORADO

PATH: Q:\24922-13 - POPE PROPERTY ZONING\DWG\ZONING\2023-10-12 POPE PROPERTY - AGRICULTURAL DISTRICT (EXH B-2).DWG
JOB NUMBER: 24922-13 DATE: 8/31/2023 DWG: RDS CHK: BJM 7 OF 7 SHEETS

EXHIBIT B-3

OS-Open Space zoning for the Property

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1847, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 89°35'20" WEST, A DISTANCE OF 1321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE NORTHWESTERLY BOUNDARY OF TRACT B, FLATACRES MARKETCENTER RECORDED UNDER RECEPTION NO. 2002112467, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY OF SAID TRACT B, THE FOLLOWING THREE (3) COURSES:

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Page 1 of 4

THENCE SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;

THENCE SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING THE BOUNDARY OF SAID TRACT B, SOUTH 49°20'44" EAST, A DISTANCE OF 113.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 762.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 40°30'18" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°30'43", AN ARC LENGTH OF 60.01 FEET;

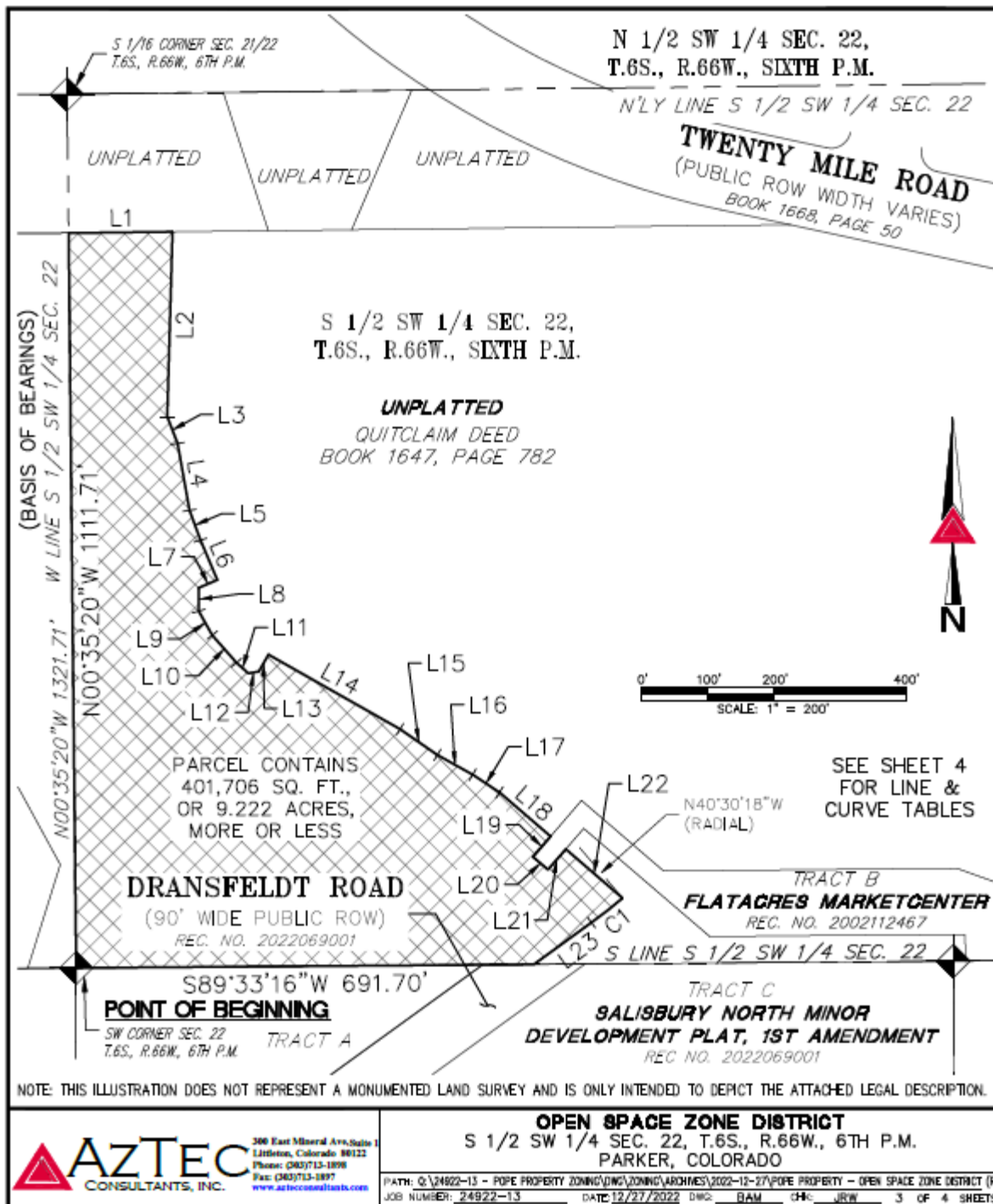
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'25" WEST, A DISTANCE OF 107.61 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 691.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.222 ACRES, (401,706 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	113.29'
L23	S54°00'25"W	107.61'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°30'43"	762.00'	60.01'

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

	OPEN SPACE ZONE DISTRICT S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M. PARKER, COLORADO		
	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com		
PATH: Q:\24822-13 - POPE PROPERTY ZONING\DWG\ZONING\ARCHIVES\2022-12-27\POPE PROPERTY - OPEN SPACE ZONE DISTRICT (REV1).DWG JOB NUMBER: 24822-13 DATE: 12/27/2022 DWG: BAM CHK: JRW 4 OF 4 SHEETS			

EXHIBIT C

Description of Bridge Structure on the Property

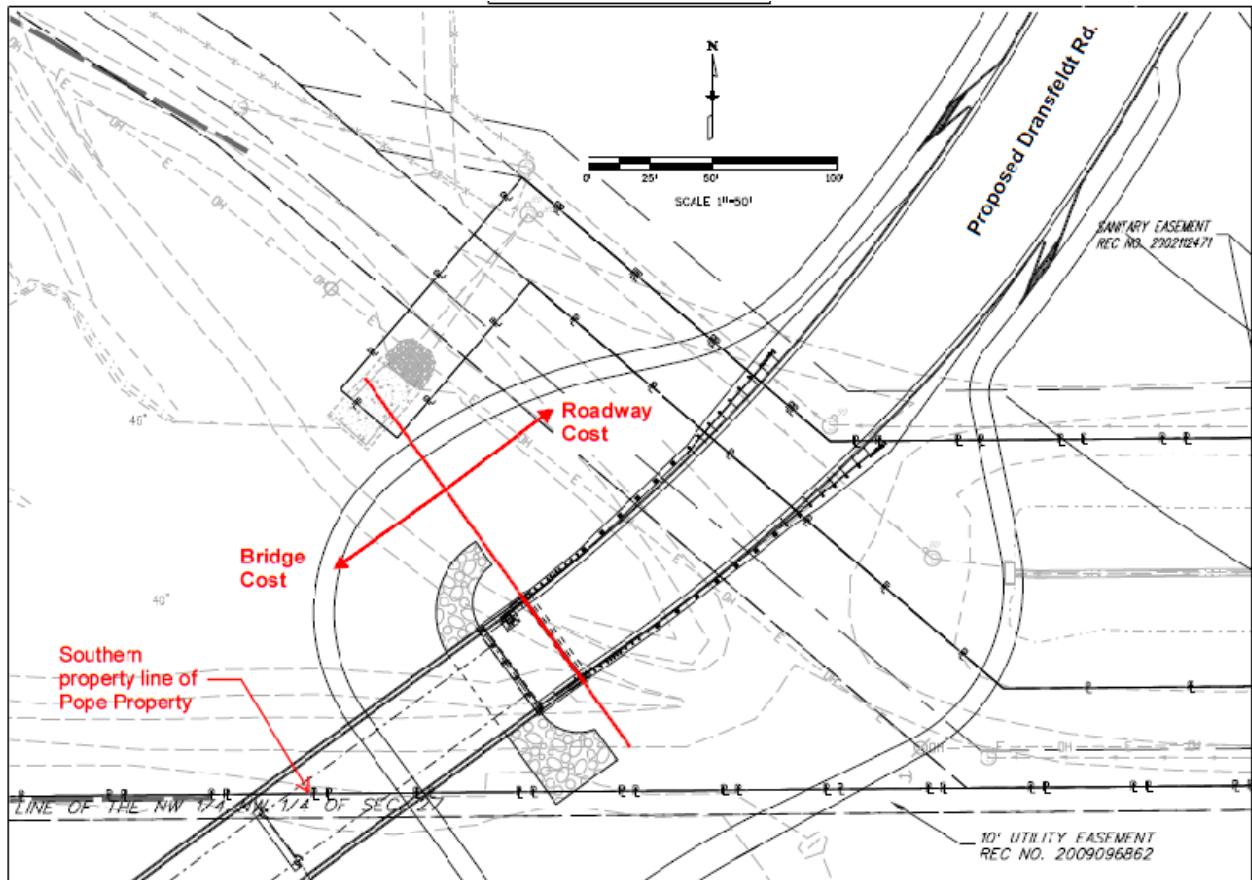


EXHIBIT D

Legal Description for the KOA Property

A PARCEL OF LAND BEING ALL OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1,325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°29'46" EAST, A DISTANCE OF 434.20 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 875, AT PAGE 652, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
2. SOUTH 17°31'59" EAST, A DISTANCE OF 170.70 FEET;
3. SOUTH 09°36'29" EAST, A DISTANCE OF 855.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, SOUTH 89°34'02" WEST, A DISTANCE OF 664.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°35'51" WEST, A DISTANCE OF 1,325.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 00°17'07" WEST, A DISTANCE OF 1,329.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT E

Special Warranty Deed for Dransfeldt Road across the Property

**SPECIAL WARRANTY DEED
(DRANSFELDT ROAD)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112487, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 614.30 FEET TO THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, THENCE NORTH 54°00'24" EAST, A DISTANCE OF 170.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°51'30", AN ARC LENGTH OF 523.82 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 31°25'17" WEST, A DISTANCE OF 26.74 FEET;

THENCE NORTH 77°58'35" WEST, A DISTANCE OF 3.12 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 77°58'35" EAST, A DISTANCE OF 2.93 FEET;

THENCE NORTH 57°00'25" EAST, A DISTANCE OF 26.26 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 92.46 FEET;

THENCE NORTH 10°34'30" EAST, A DISTANCE OF 180.08 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 120.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°23'39", AN ARC LENGTH OF 48.35 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 40°30'24" WEST, A DISTANCE OF 18.23 FEET TO THE WESTERLY LINE OF A SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, NORTH 77°50'17" WEST, A DISTANCE OF 136.11 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 90.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 1668, AT PAGE 50, IN SAID OFFICIAL RECORDS;

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Page 1 of 4

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 77°50'17" EAST, A DISTANCE OF 215.09 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 27°52'10" WEST, A DISTANCE OF 20.78 FEET TO THE WESTERLY LINE OF SAID SLOPE EASEMENT;

THENCE ALONG SAID WESTERLY LINE, NORTH 77°50'17" WEST, A DISTANCE OF 11.78 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 57°00'25" WEST, A DISTANCE OF 15.73 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 168.01 FEET;

THENCE SOUTH 20°14'28" WEST, A DISTANCE OF 101.34 FEET;

THENCE SOUTH 13°28'20" WEST, A DISTANCE OF 79.49 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 81.77 FEET;

THENCE SOUTH 27°51'22" EAST, A DISTANCE OF 46.03 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 52°32'02" WEST, A DISTANCE OF 45.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 811.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°12'40" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'32", AN ARC LENGTH OF 78.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 799.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 67°05'40" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'59", AN ARC LENGTH OF 50.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°05'29" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°05'54", AN ARC LENGTH OF 452.10 FEET;

THENCE SOUTH 54°00'25" WEST, A DISTANCE OF 44.63 FEET TO SAID SOUTH LINE AND THE EASTERLY RIGHT-OF-WAY OF SAID DRANSFELDT ROAD;

THENCE ALONG SAID SOUTH LINE AND THE NORTHERLY RIGHT-OF-WAY OF SAID DRANSFELDT ROAD, SOUTH 89°33'16" WEST, A DISTANCE OF 154.80 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.964 ACRES, (129,133 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

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Page 2 of 4

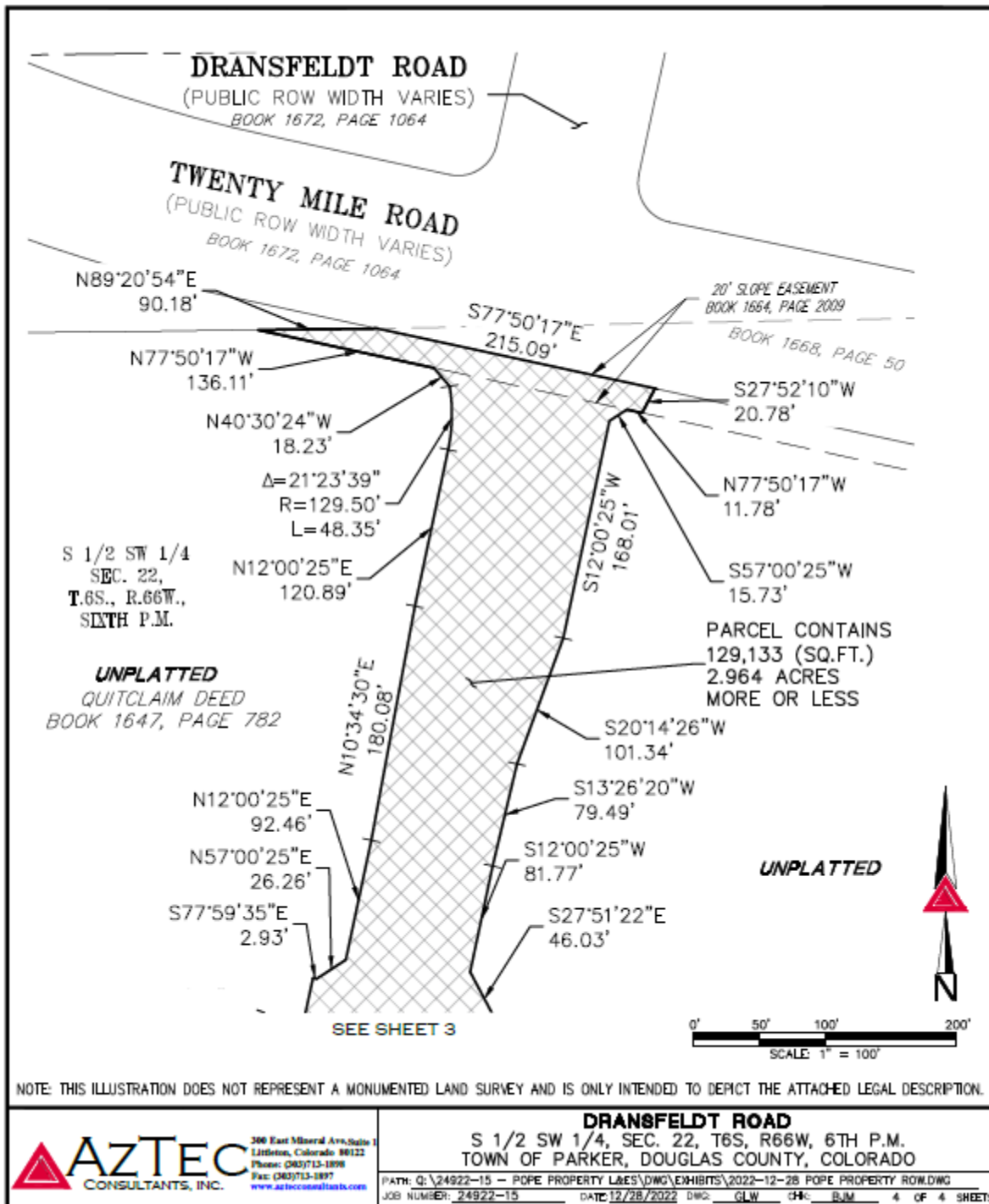


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT F-1

Slope Easement for Dransfeldt Road

SLOPE EASEMENT (DRANSFELDT ROAD)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), 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 1**, 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 said premises 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, Grantor 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 Slope 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 by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Dransfeldt Road that is created by this Slope Easement.

The Grantor shall and will warrant and forever defend the Slope 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.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

BY: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____

Seal

Notary Public

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°59'33" EAST, A DISTANCE OF 1,043.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15°25'17" WEST, A DISTANCE OF 34.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°25'13" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°40'17", AN ARC LENGTH OF 150.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 799.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 63°29'41" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'59", AN ARC LENGTH OF 50.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 811.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°38'07" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'32", AN ARC LENGTH OF 78.92 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 52°32'02" EAST, A DISTANCE OF 45.51 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 27°51'22" WEST, A DISTANCE OF 46.03 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 81.77 FEET;

THENCE NORTH 13°26'20" EAST, A DISTANCE OF 79.49 FEET;

THENCE NORTH 20°15'08" EAST, A DISTANCE OF 101.06 FEET;

THENCE NORTH 12°00'50" EAST, A DISTANCE OF 168.30 FEET;

THENCE NORTH 57°00'25" EAST, A DISTANCE OF 15.73 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 11.78 FEET;

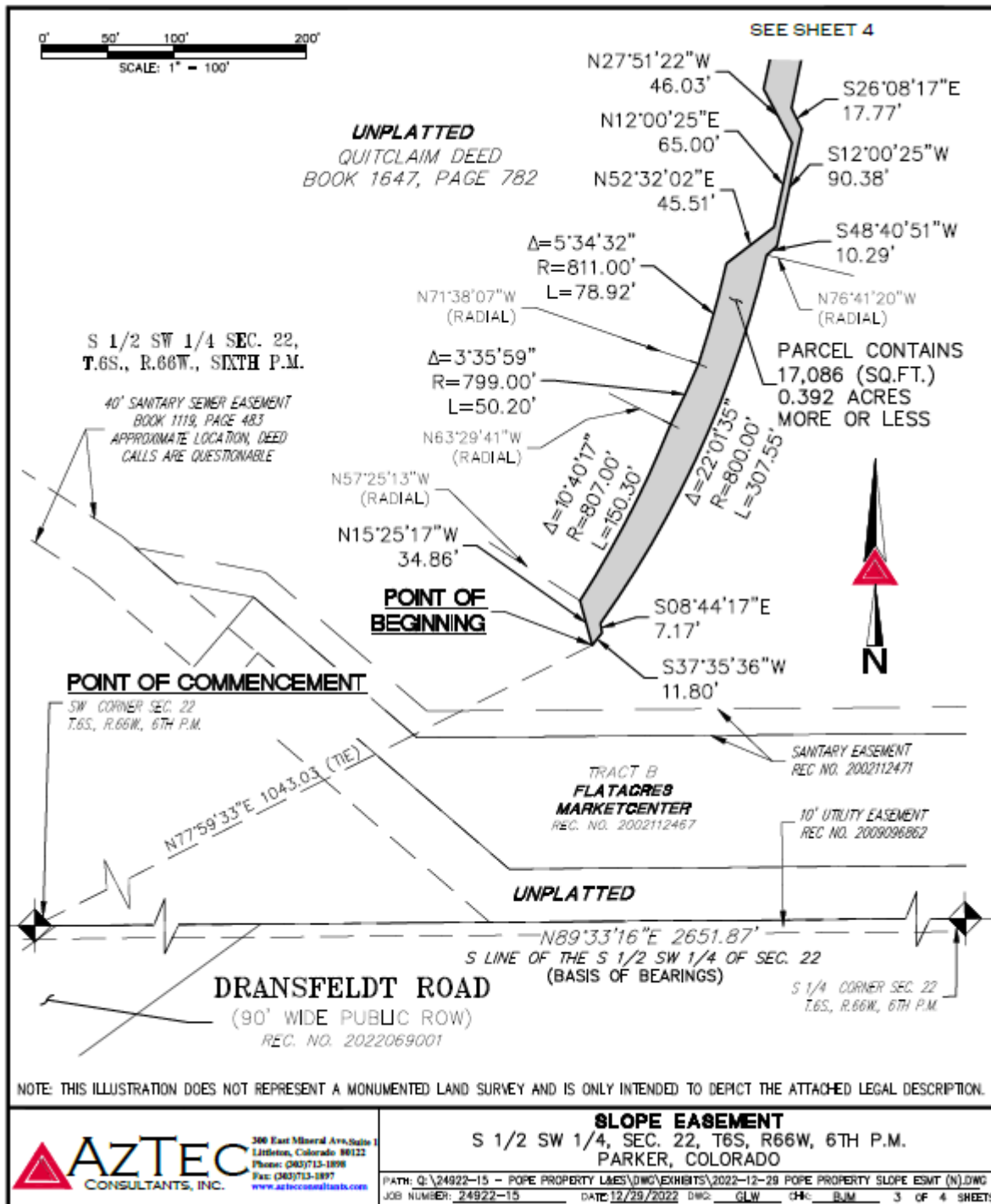
THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 27°52'10" WEST, A DISTANCE OF 35.66 FEET;

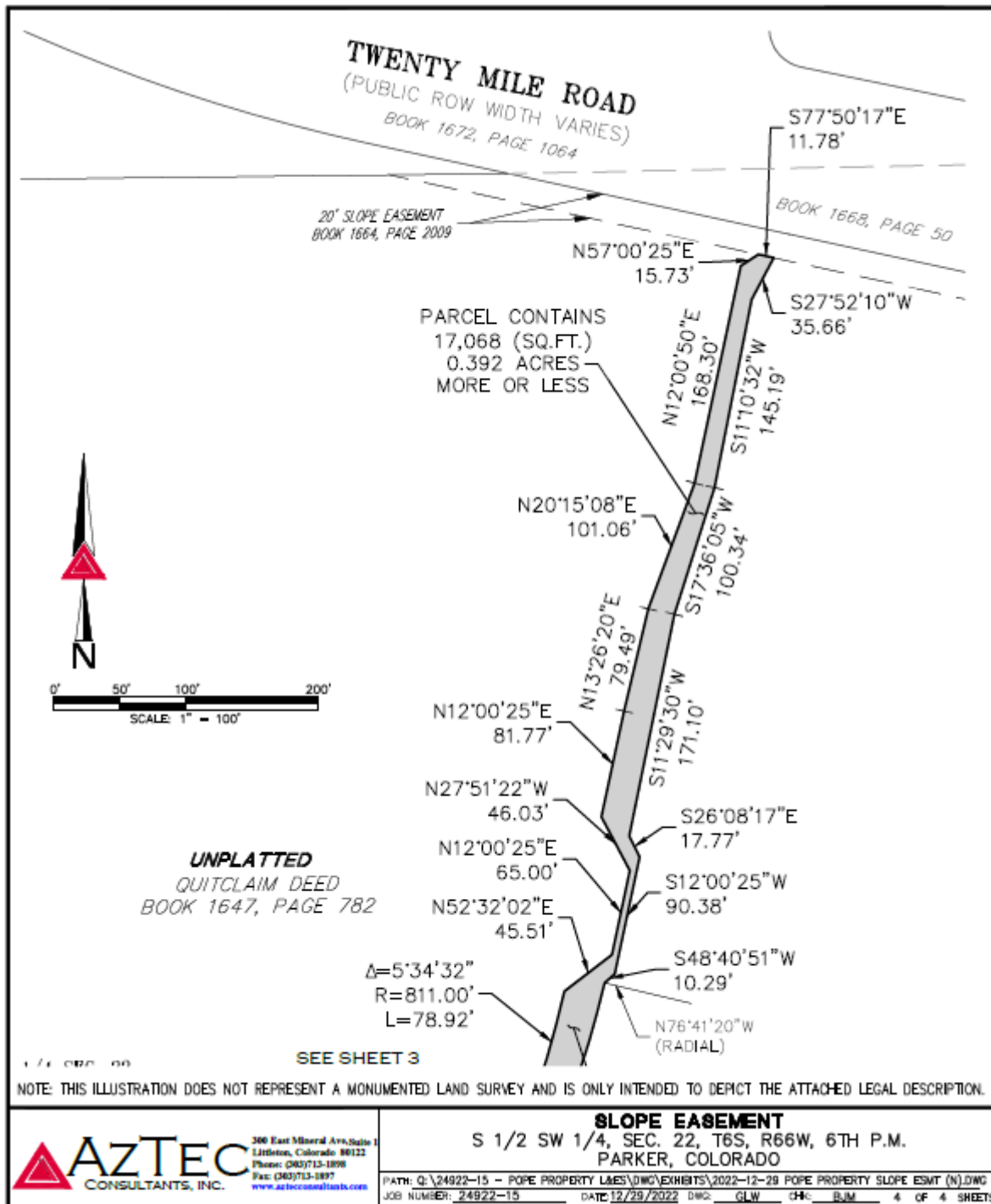
THENCE SOUTH 11°10'32" WEST, A DISTANCE OF 145.19 FEET;

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Page 1 of 2

THENCE SOUTH 17°36'05" WEST, A DISTANCE OF 100.34 FEET;
THENCE SOUTH 11°29'30" WEST, A DISTANCE OF 171.10 FEET;
THENCE SOUTH 26°08'17" EAST, A DISTANCE OF 17.77 FEET;
THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 90.38 FEET;
THENCE SOUTH 48°40'51" WEST, A DISTANCE OF 10.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°41'20" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°01'35", AN ARC LENGTH OF 307.55 FEET;
THENCE NON-TANGENT TO SAID CURVE, SOUTH 08°44'17" EAST, A DISTANCE OF 7.17 FEET;
THENCE SOUTH 37°35'36" WEST, A DISTANCE OF 11.80 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 0.392 ACRES, (17,086 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





A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,851.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 58°28'07" EAST, A DISTANCE OF 1,195.70 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 25°09'39" EAST, A DISTANCE OF 47.94 FEET;

THENCE NORTH 10°56'10" EAST, A DISTANCE OF 108.50 FEET;

THENCE NORTH 12°44'32" EAST, A DISTANCE OF 290.40 FEET;

THENCE NORTH 21°59'28" WEST, A DISTANCE OF 41.96 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 14.34 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 40°30'24" EAST, A DISTANCE OF 18.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°36'46" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°23'39", AN ARC LENGTH OF 48.35 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 12°00'25" WEST, A DISTANCE OF 120.89 FEET;

THENCE SOUTH 10°34'30" WEST, A DISTANCE OF 180.08 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 92.46 FEET;

THENCE SOUTH 57°00'25" WEST, A DISTANCE OF 26.26 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 2.93 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 9.88 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.199 ACRES, (8,674 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

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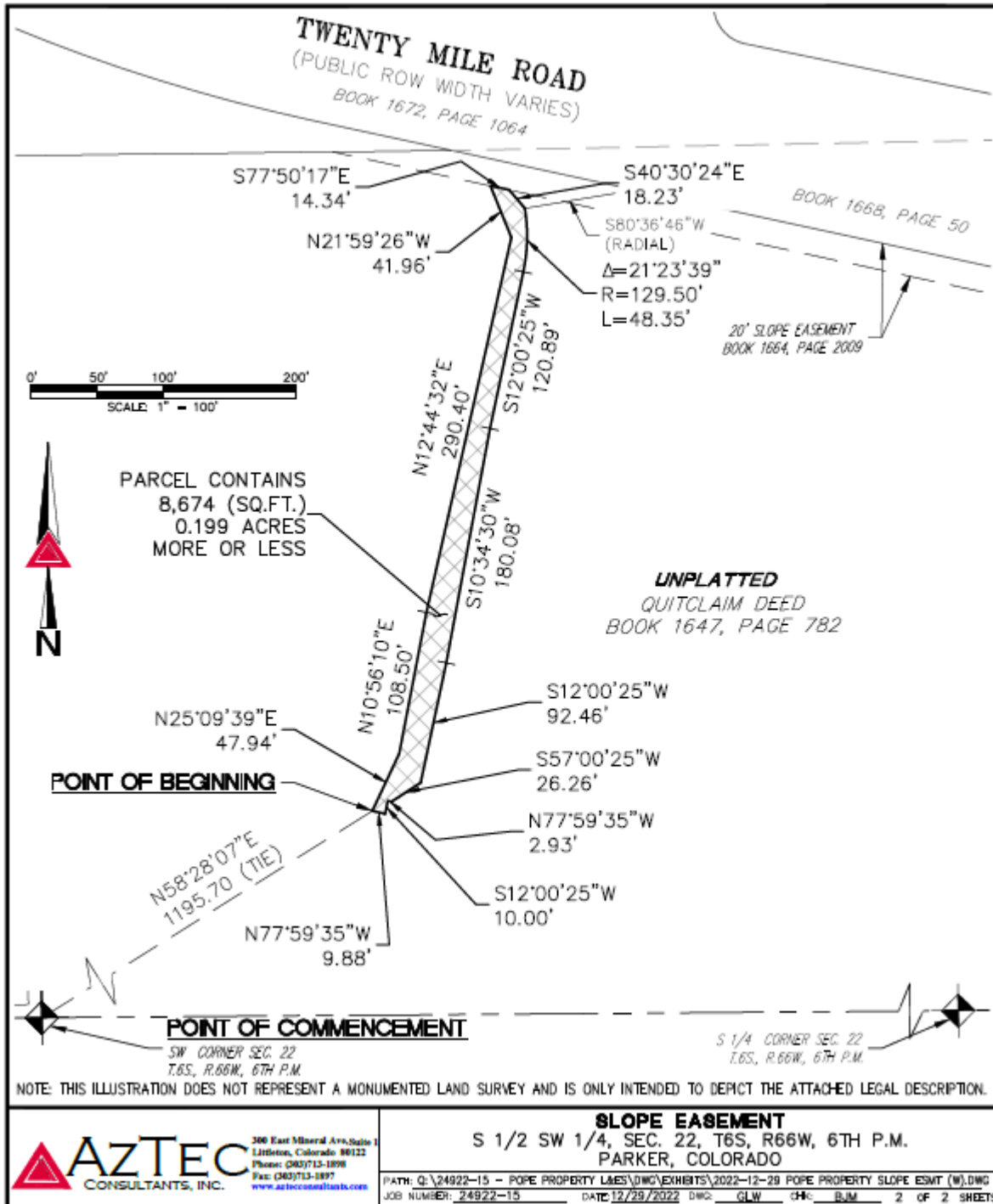


EXHIBIT F-2

Drainage Easement for Dransfeldt Road

DRAINAGE EASEMENT AGREEMENT (TWENTY MILE ROAD/DRANSFELDT ROAD)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2023, by DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, COLORADO ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of drainage pipelines (the "Drainage Facilities") on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and 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 construction and maintenance of the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. **Unencumbered Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. **Operation and Maintenance.** The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. **Grantor Defined.** The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective

owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

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

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

7. Miscellaneous.

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

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

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

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

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 38°49'06" EAST, A DISTANCE OF 1,440.12 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 86.70 FEET TO THE WESTERLY LINE OF A SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 136.11 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 40°30'24" EAST, A DISTANCE OF 18.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 129.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°36'46" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°21'29", AN ARC LENGTH OF 12.11 FEET;

THENCE NORTH 77°03'05" WEST, A DISTANCE OF 239.08 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.093 ACRES, (4,031 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

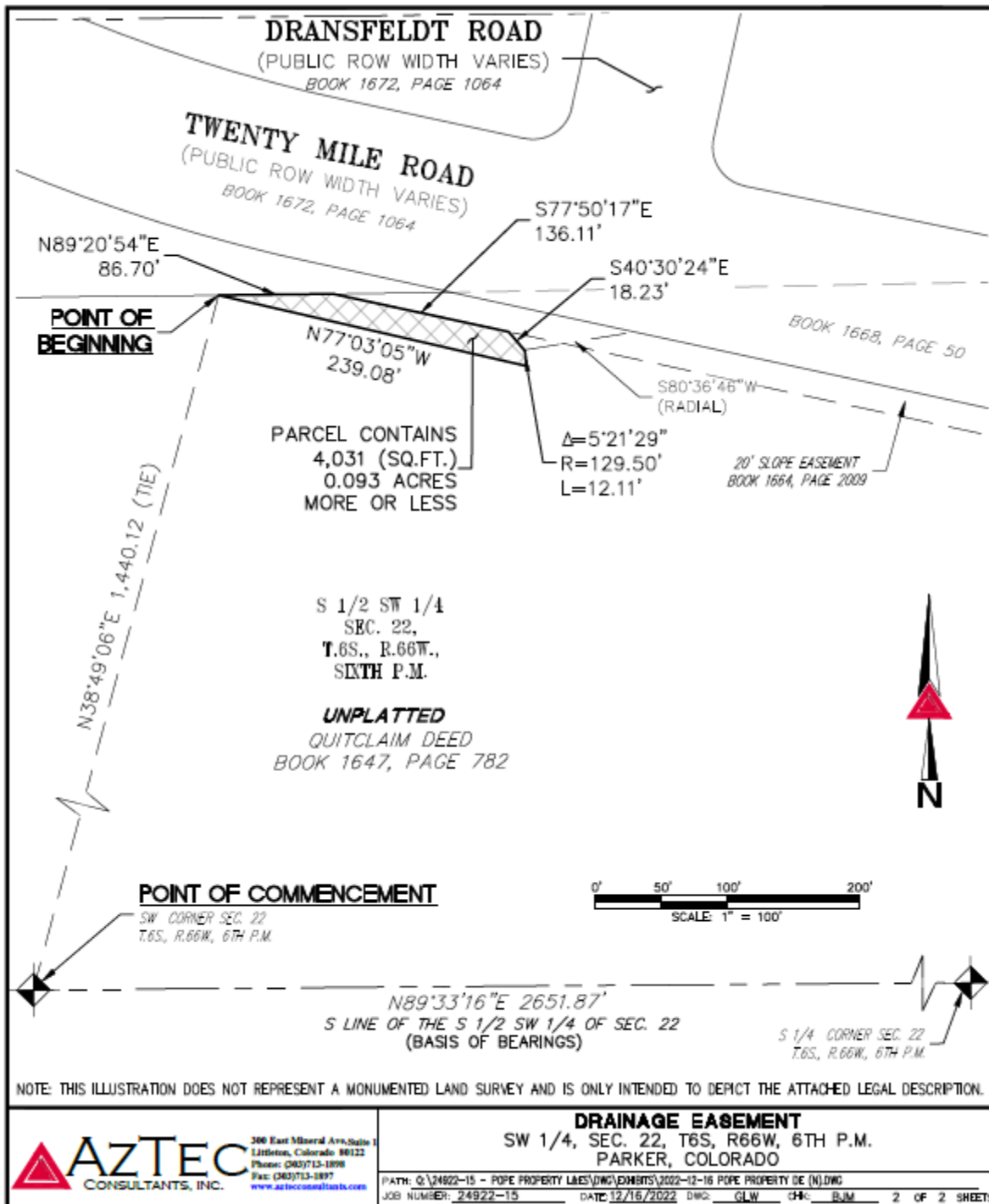


EXHIBIT F-3

Construction Easement for Dransfeldt Road

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(DRANSFELDT ROAD)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 59°35'21" EAST, A DISTANCE OF 736.23 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'28" EAST, A DISTANCE OF 294.90 FEET;

THENCE NORTH 63°56'15" EAST, A DISTANCE OF 100.40 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 104.39 FEET;

THENCE NORTH 11°59'01" EAST, A DISTANCE OF 249.77 FEET;

THENCE NORTH 53°25'26" WEST, A DISTANCE OF 92.82 FEET;

THENCE SOUTH 77°36'32" WEST, A DISTANCE OF 191.16 FEET;

THENCE NORTH 12°38'39" WEST, A DISTANCE OF 26.80 FEET;

THENCE NORTH 36°09'57" EAST, A DISTANCE OF 32.17 FEET;

THENCE NORTH 09°34'12" WEST, A DISTANCE OF 128.40 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 64.78 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 09°34'12" EAST, A DISTANCE OF 115.11 FEET;

THENCE NORTH 78°12'13" EAST, A DISTANCE OF 298.97 FEET;

THENCE NORTH 21°55'47" WEST, A DISTANCE OF 7.23 FEET;

THENCE SOUTH 77°03'30" EAST, A DISTANCE OF 6.09 FEET;

THENCE SOUTH 21°55'47" EAST, A DISTANCE OF 15.04 FEET;

THENCE SOUTH 12°44'07" WEST, A DISTANCE OF 290.40 FEET;

THENCE SOUTH 10°55'45" WEST, A DISTANCE OF 108.50 FEET;

THENCE SOUTH 25°09'14" WEST, A DISTANCE OF 47.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 31°11'17" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°47'44", AN ARC LENGTH OF 33.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 78°00'59" WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 11°59'01" WEST, A DISTANCE OF 0.95 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 63°56'15" WEST, A DISTANCE OF 88.81 FEET;

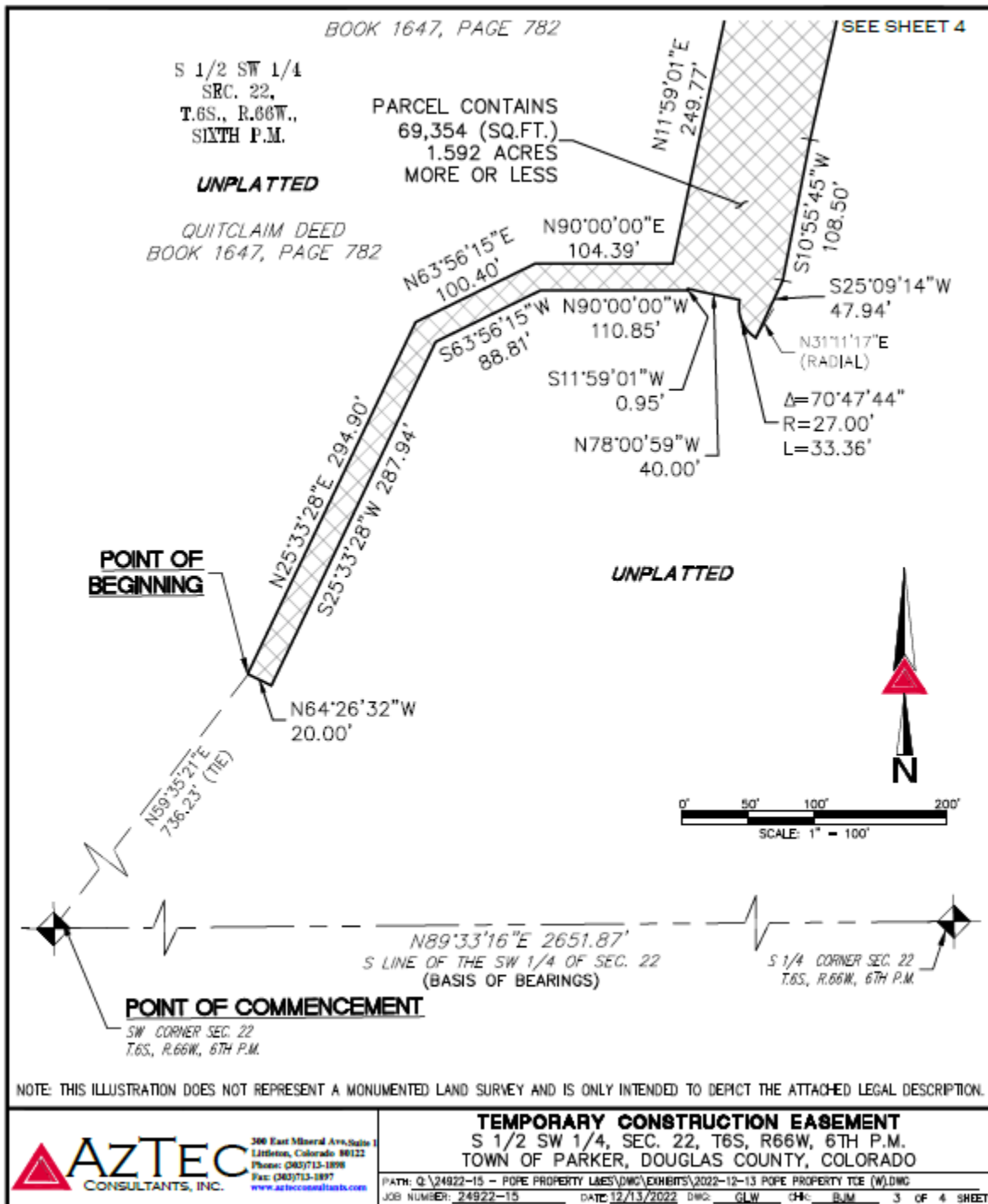
THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 287.94 FEET;

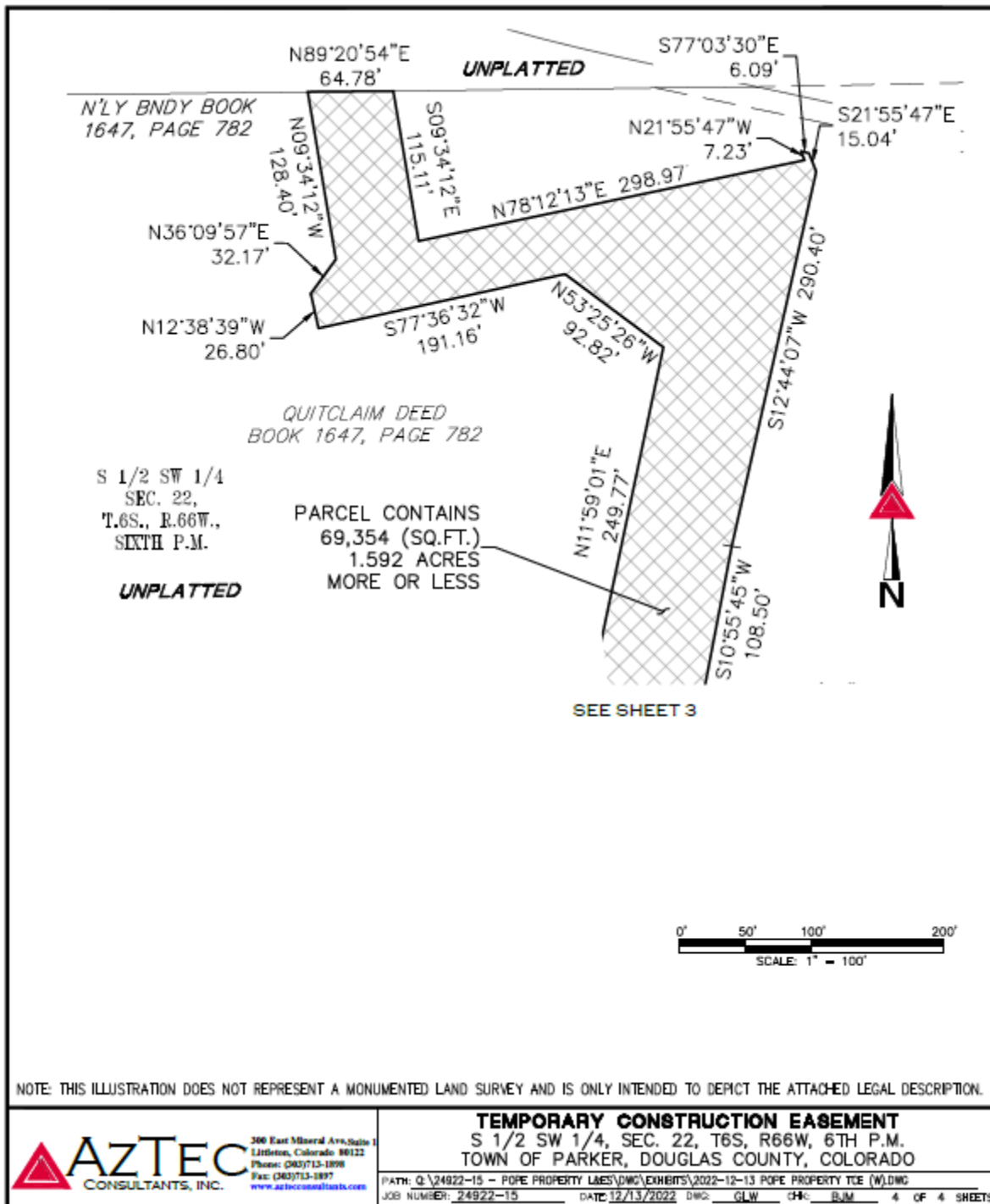
THENCE NORTH 64°26'32" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.592 ACRES, (69,354 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





A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°34'33" EAST, A DISTANCE OF 1,052.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 08°43'25" WEST, A DISTANCE OF 7.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 54°39'46" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°01'35", AN ARC LENGTH OF 307.55 FEET;

THENCE NORTH 48°40'51" EAST, A DISTANCE OF 10.29 FEET;

THENCE NORTH 12°00'25" EAST, A DISTANCE OF 90.38 FEET;

THENCE NORTH 26°08'17" WEST, A DISTANCE OF 17.77 FEET;

THENCE NORTH 11°29'30" EAST, A DISTANCE OF 171.10 FEET;

THENCE NORTH 17°36'05" EAST, A DISTANCE OF 100.34 FEET;

THENCE NORTH 11°10'32" EAST, A DISTANCE OF 145.19 FEET;

THENCE NORTH 27°52'10" EAST, A DISTANCE OF 35.66 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 5.19 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 27°52'10" WEST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 11°10'32" WEST, A DISTANCE OF 144.74 FEET;

THENCE SOUTH 17°36'05" WEST, A DISTANCE OF 100.35 FEET;

THENCE SOUTH 11°29'30" WEST, A DISTANCE OF 169.13 FEET;

THENCE SOUTH 26°08'17" EAST, A DISTANCE OF 35.17 FEET;

THENCE SOUTH 77°59'35" EAST, A DISTANCE OF 89.27 FEET;

THENCE SOUTH 12°00'25" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 77°59'35" WEST, A DISTANCE OF 88.01 FEET;

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Page 1 of 4

THENCE SOUTH 48°40'51" WEST, A DISTANCE OF 30.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 805.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°34'32" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°15'11", AN ARC LENGTH OF 298.61 FEET;

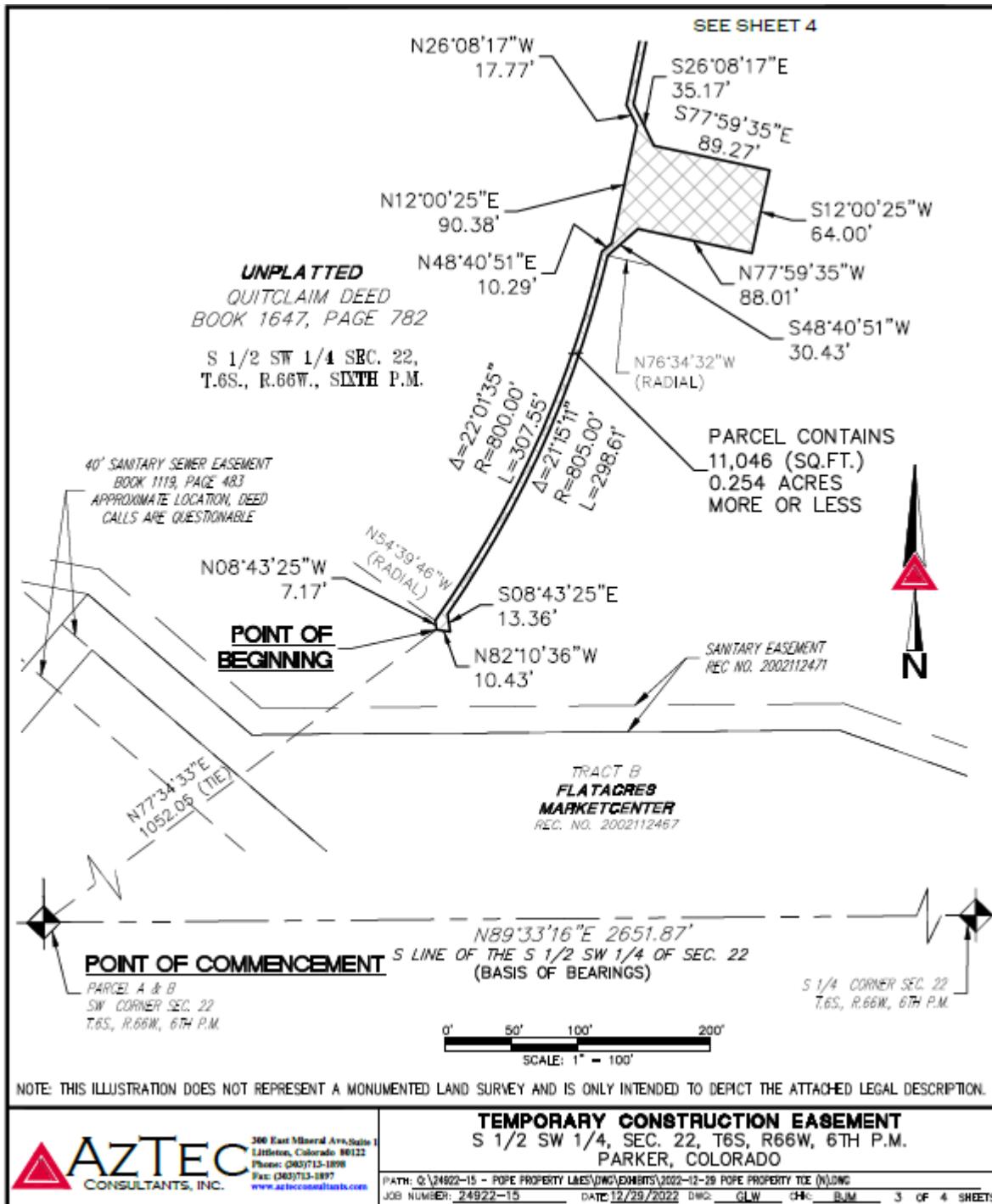
THENCE SOUTH 08°43'25" EAST, A DISTANCE OF 13.36 FEET;

THENCE NORTH 82°10'36" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.254 ACRES, (11,046 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



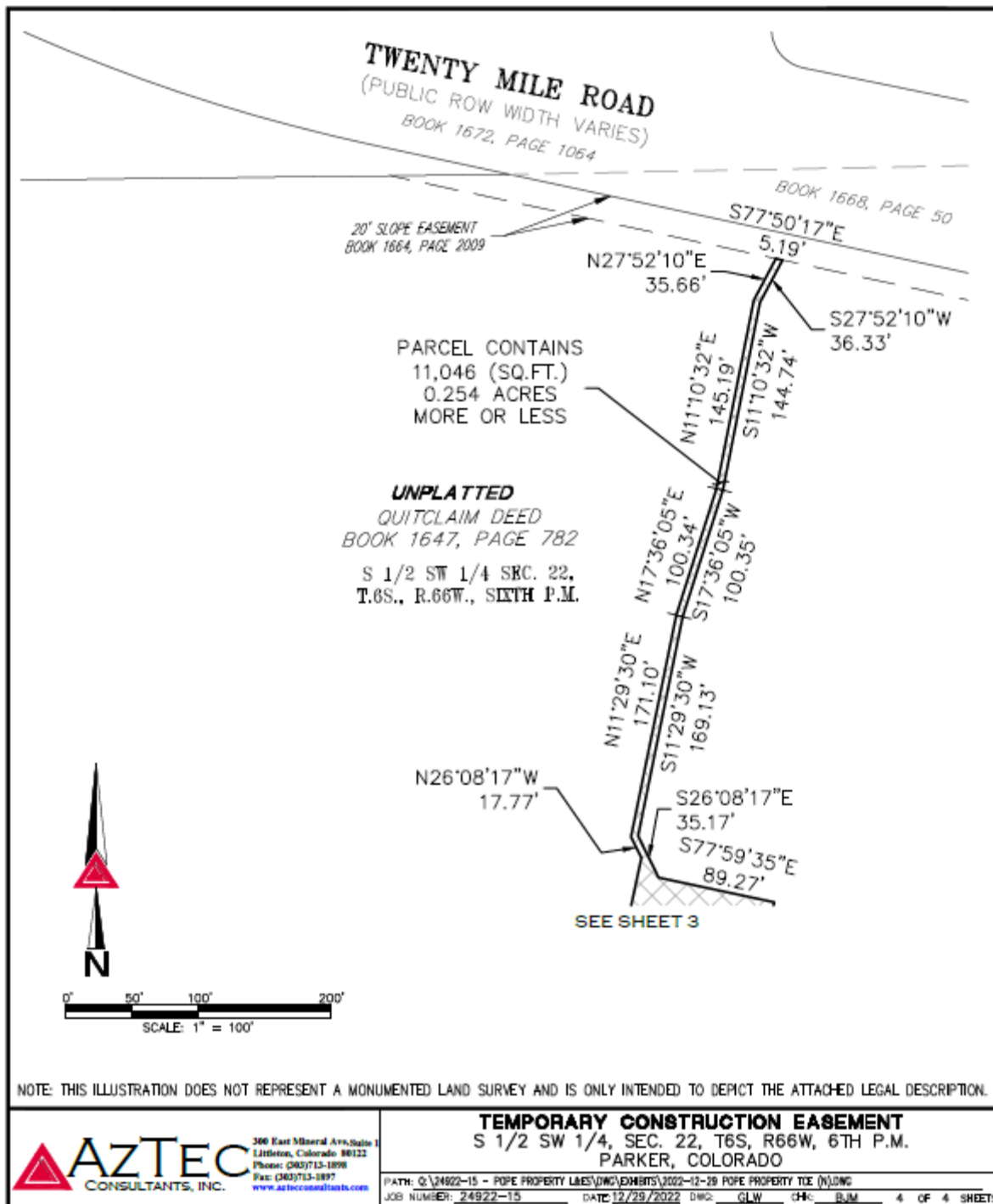


EXHIBIT G-1

Special Warranty Deed for MC-Access Road

**SPECIAL WARRANTY DEED
(MC-ACCESS ROAD)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING ALL THOSE CERTAIN PORTIONS OF TRACT A AND LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID TRACT A, WHENCE THE SOUTH BOUNDARY OF SAID TRACT A BEARS NORTH 89°33'16" EAST, A DISTANCE OF 729.74 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST BOUNDARY OF SAID TRACT A, NORTH 00°26'44" WEST, A DISTANCE OF 58.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°12'07" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'31", AN ARC LENGTH OF 179.66 FEET;

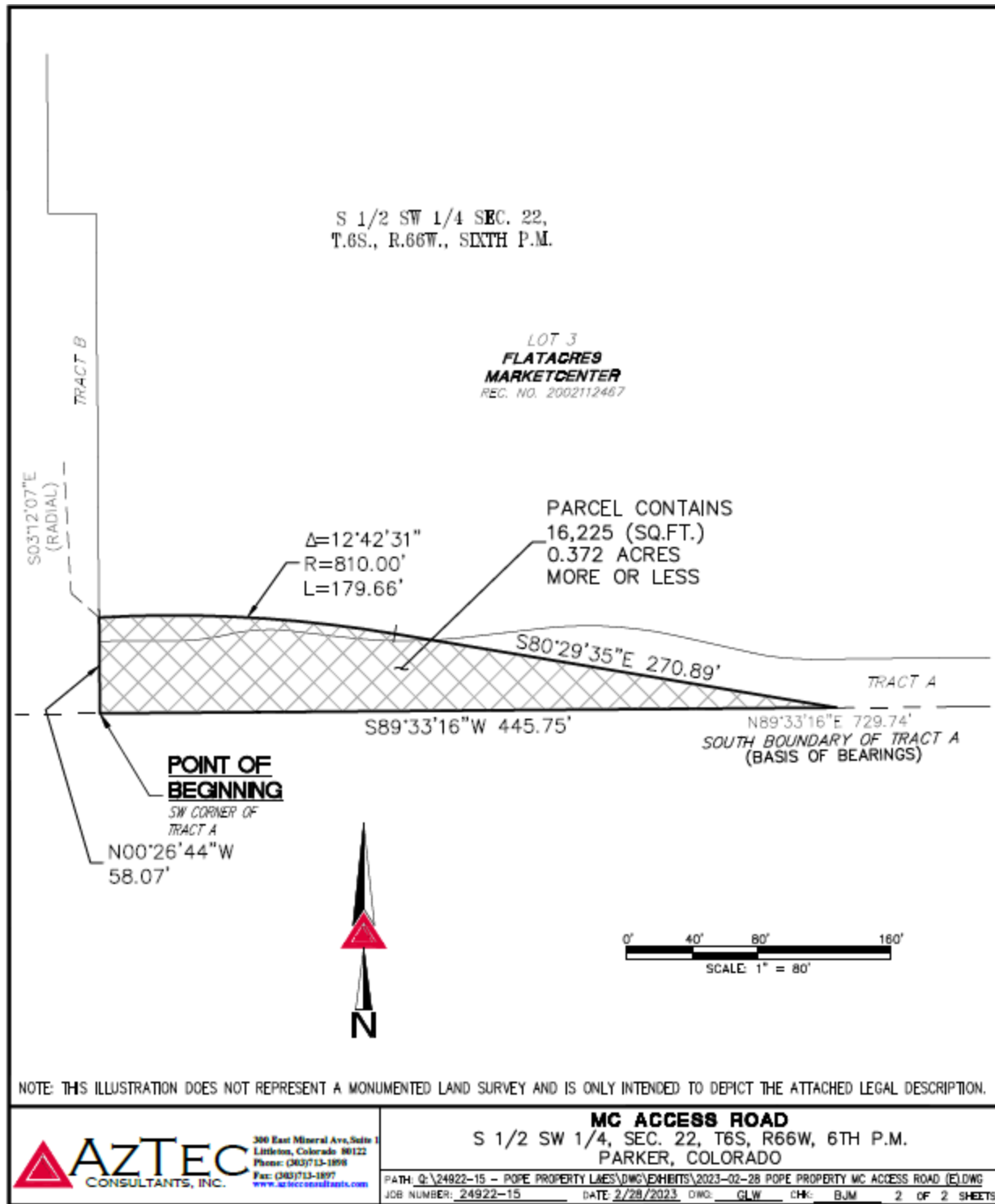
THENCE TANGENT TO SAID CURVE, SOUTH 80°29'35" EAST, A DISTANCE OF 270.89 FEET TO SAID SOUTH BOUNDARY;

THENCE ALONG SOUTH BOUNDARY, SOUTH 89°33'16" WEST, A DISTANCE OF 445.75 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.372 ACRES, (16,225 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 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 TRACT B, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS SOUTH 89°33'16" WEST, A DISTANCE OF 2,851.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 452.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 17°15'28" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'40", AN ARC LENGTH OF 278.19 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 53°03'52" WEST, A DISTANCE OF 33.11 FEET;

THENCE SOUTH 83°44'15" WEST, A DISTANCE OF 32.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 48°39'54" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°45'18", AN ARC LENGTH OF 123.31 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 15°25'17" EAST, A DISTANCE OF 34.86 FEET;

THENCE SOUTH 53°03'52" EAST, A DISTANCE OF 28.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 730.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°25'43", AN ARC LENGTH OF 553.32 FEET;

THENCE NORTH 83°30'25" EAST, A DISTANCE OF 83.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET;

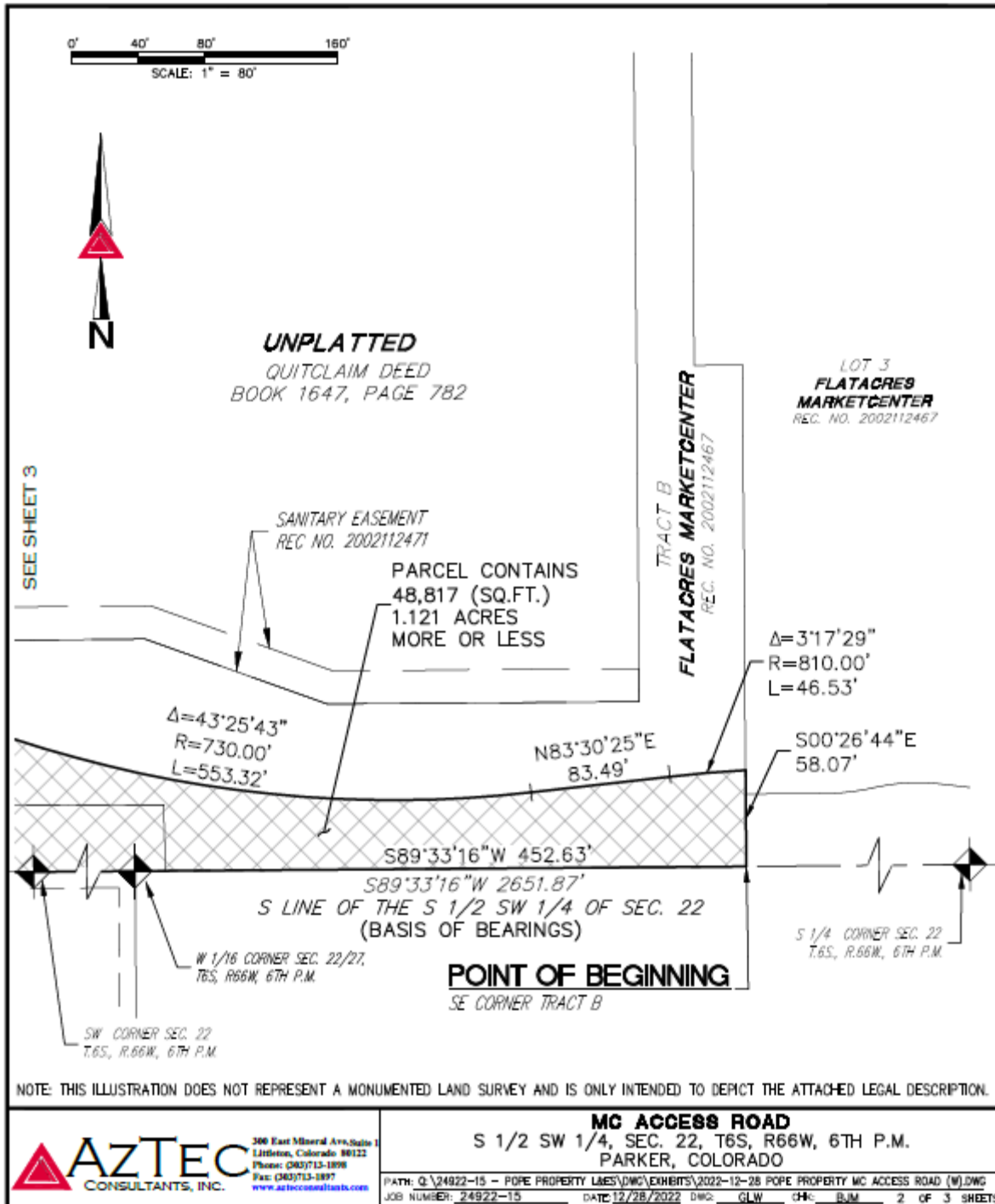
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'29", AN ARC LENGTH OF 46.53 FEET;

THENCE SOUTH 00°26'44" EAST, A DISTANCE OF 58.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.121 ACRES, (48,817 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38868
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



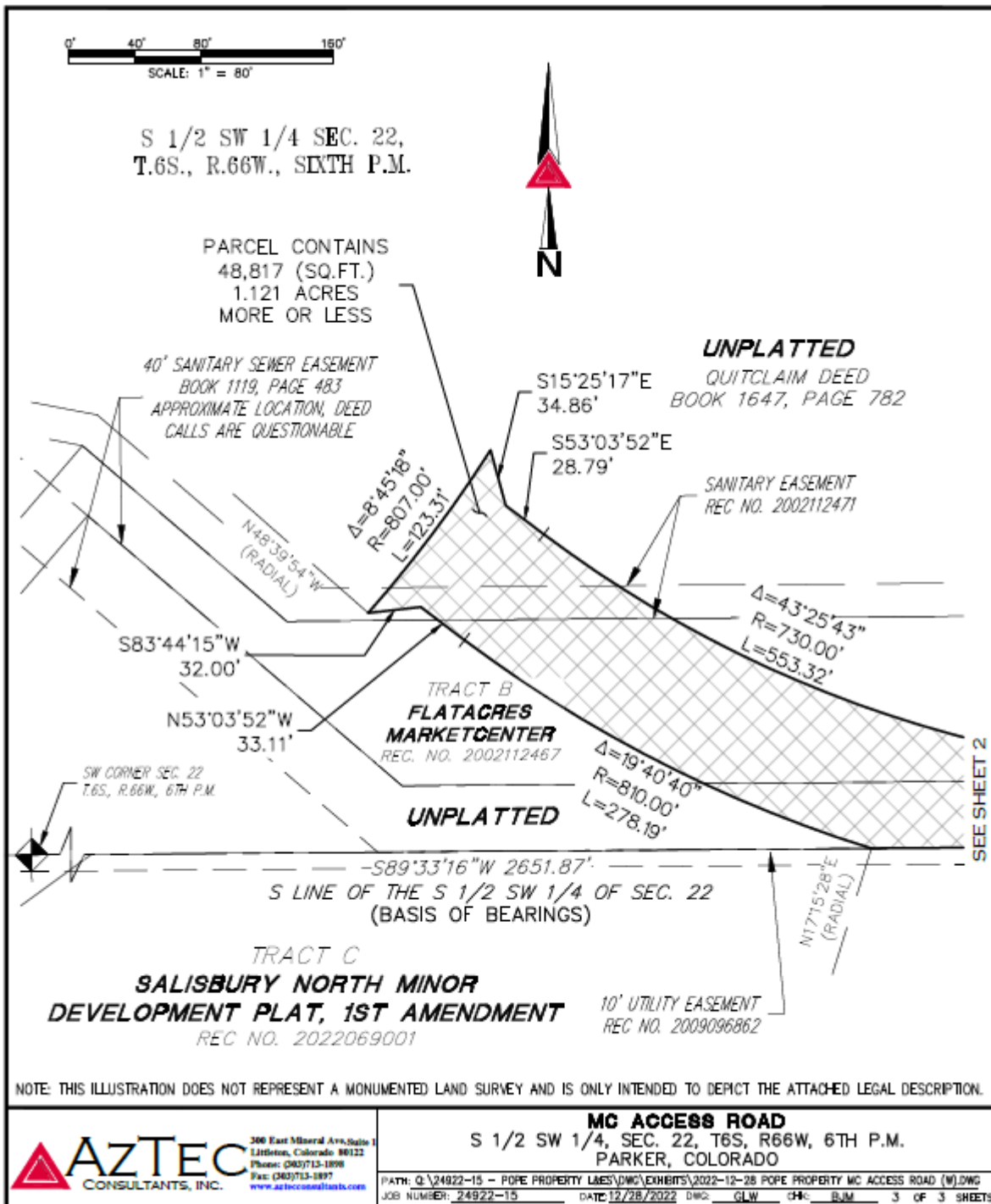


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT G-2

Slope Easement for MC-Access Road

SLOPE EASEMENT (MC-ACCESS ROAD SPUR DIKE)

THIS SLOPE EASEMENT, made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "1")

Said easement is for the purpose of providing and maintaining (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 said premises 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 said 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 said property or grant any easements upon, over, across or under said 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 himself, his 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, he is well seized of the property on which the easement above conveyed is located, 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 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 by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of the KOA access 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.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

BY: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 TRACT B AS DEPICTED ON SAID FLATACRES MARKETCENTER, WHENCE THE EASTERLY BOUNDARY OF SAID TRACT B BEARS NORTH 00°26'44" WEST, A DISTANCE OF 302.68 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 58.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 10.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°44'02", AN ARC LENGTH OF 182.24 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 80°26'27" EAST, A DISTANCE OF 59.50 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 3;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF LOT 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 83°26'24" WEST, A DISTANCE OF 19.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 310.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'16", AN ARC LENGTH OF 18.51 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 80°29'35" WEST, A DISTANCE OF 23.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°30'25" WEST;

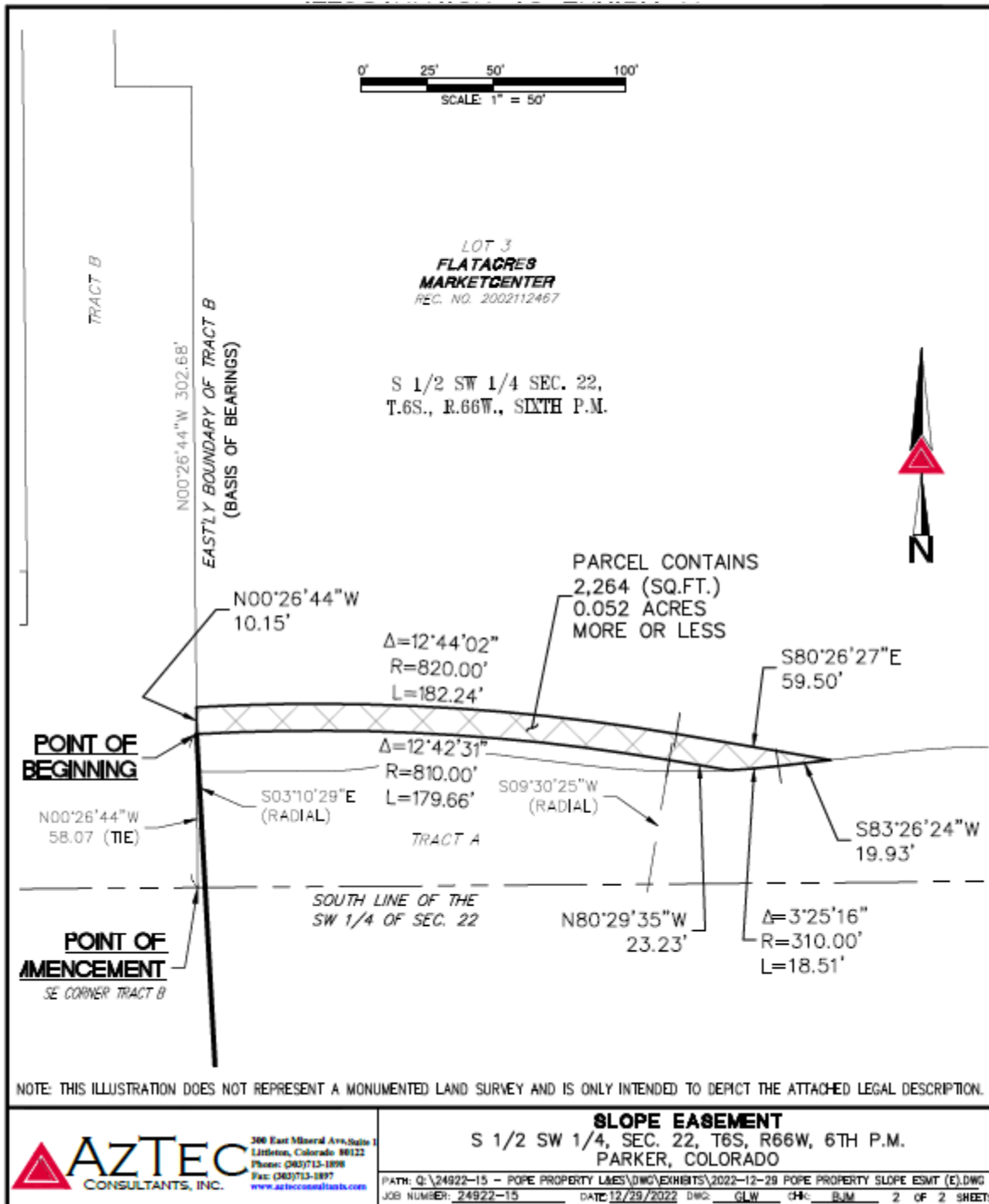
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'31", AN ARC LENGTH OF 179.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.052 ACRES, (2,264 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

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Page 1 of 2



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112487, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°59'33" EAST, A DISTANCE OF 1,043.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 37°35'36" EAST, A DISTANCE OF 11.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 720.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 36°49'40" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'51", AN ARC LENGTH OF 269.73 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 79°01'59" EAST, A DISTANCE OF 162.84 FEET;

THENCE SOUTH 89°53'59" EAST, A DISTANCE OF 215.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°42'42" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'13", AN ARC LENGTH OF 50.62 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°28'44" EAST, A DISTANCE OF 10.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°08'50" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'23", AN ARC LENGTH OF 46.51 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 83°27'29" WEST, A DISTANCE OF 83.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 730.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°29'35" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°25'43", AN ARC LENGTH OF 553.32 FEET;

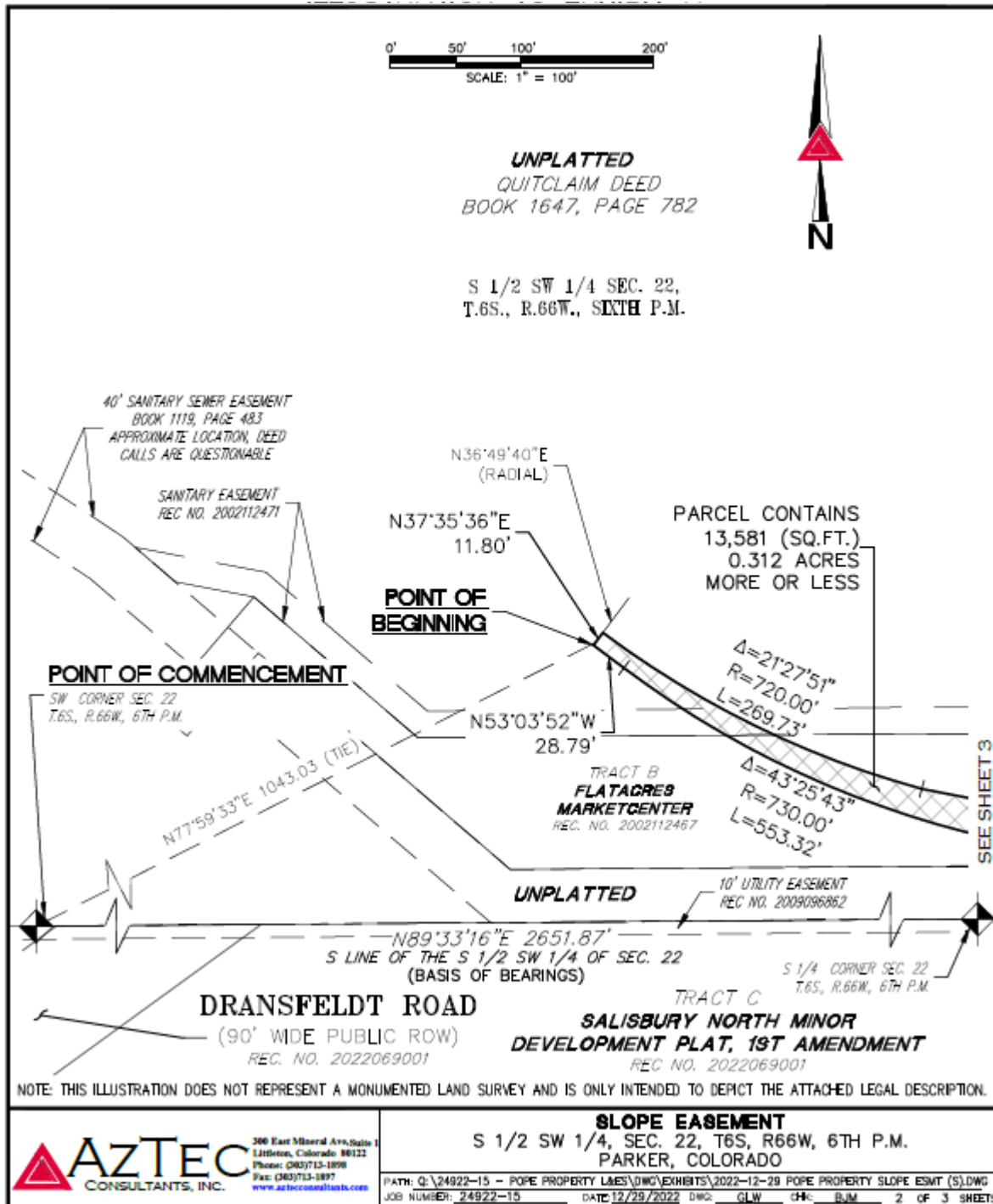
THENCE TANGENT TO SAID CURVE, NORTH 53°03'52" WEST, A DISTANCE OF 28.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.312 ACRES, (13,581 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

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Page 1 of 3



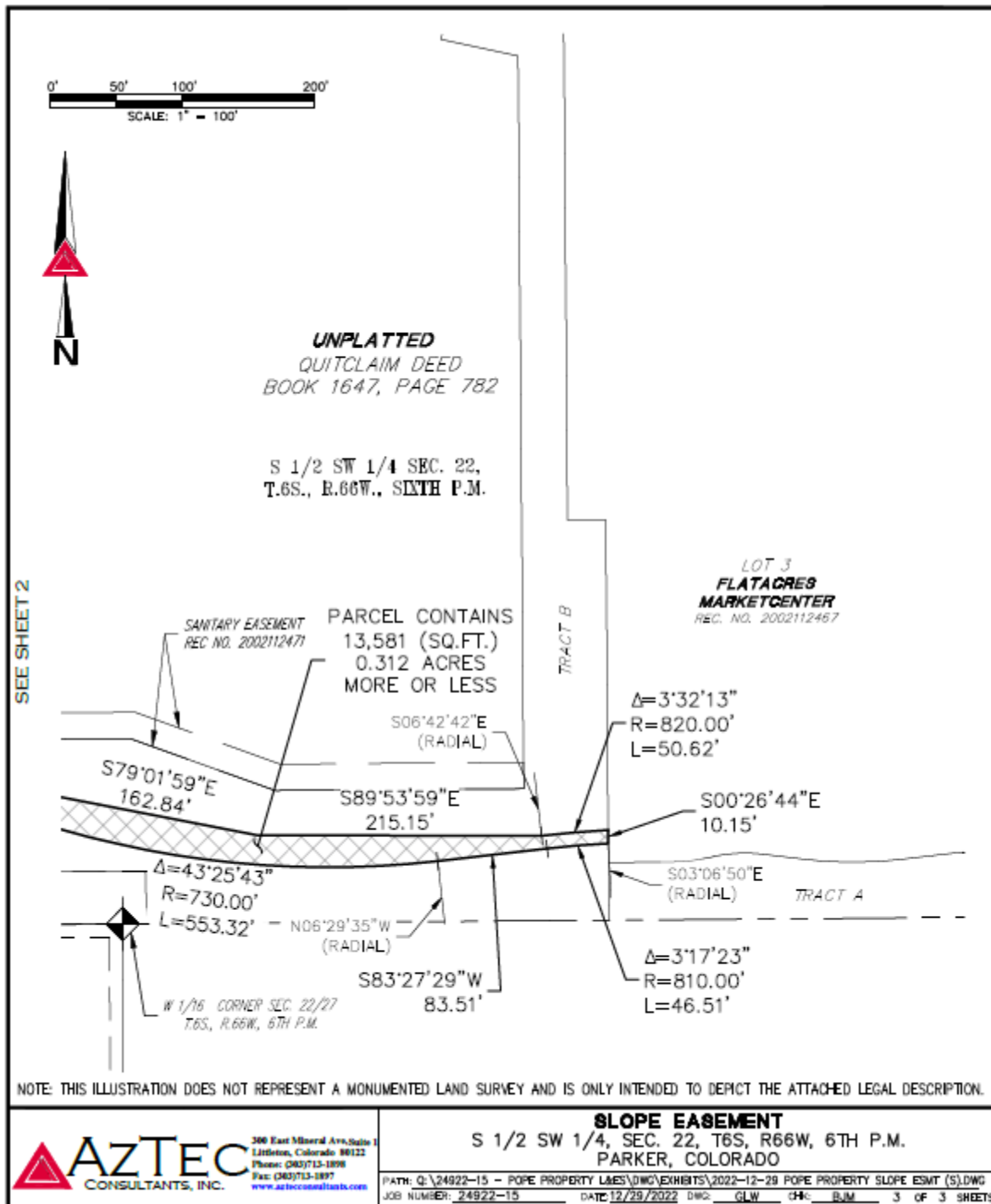


EXHIBIT G-3

Construction Easement for MC-Access Road

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (MC-ACCESS ROAD SPUR DIKE)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of spur dike improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: : DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 3, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 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 TRACT B AS DEPICTED ON SAID FLATACRES MARKETCENTER, WHENCE THE EASTERLY BOUNDARY OF SAID TRACT B BEARS NORTH 00°26'44" WEST, A DISTANCE OF 302.68 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 68.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, NORTH 00°26'44" WEST, A DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 825.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°43'02", AN ARC LENGTH OF 183.12 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 80°26'27" EAST, A DISTANCE OF 76.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 3;

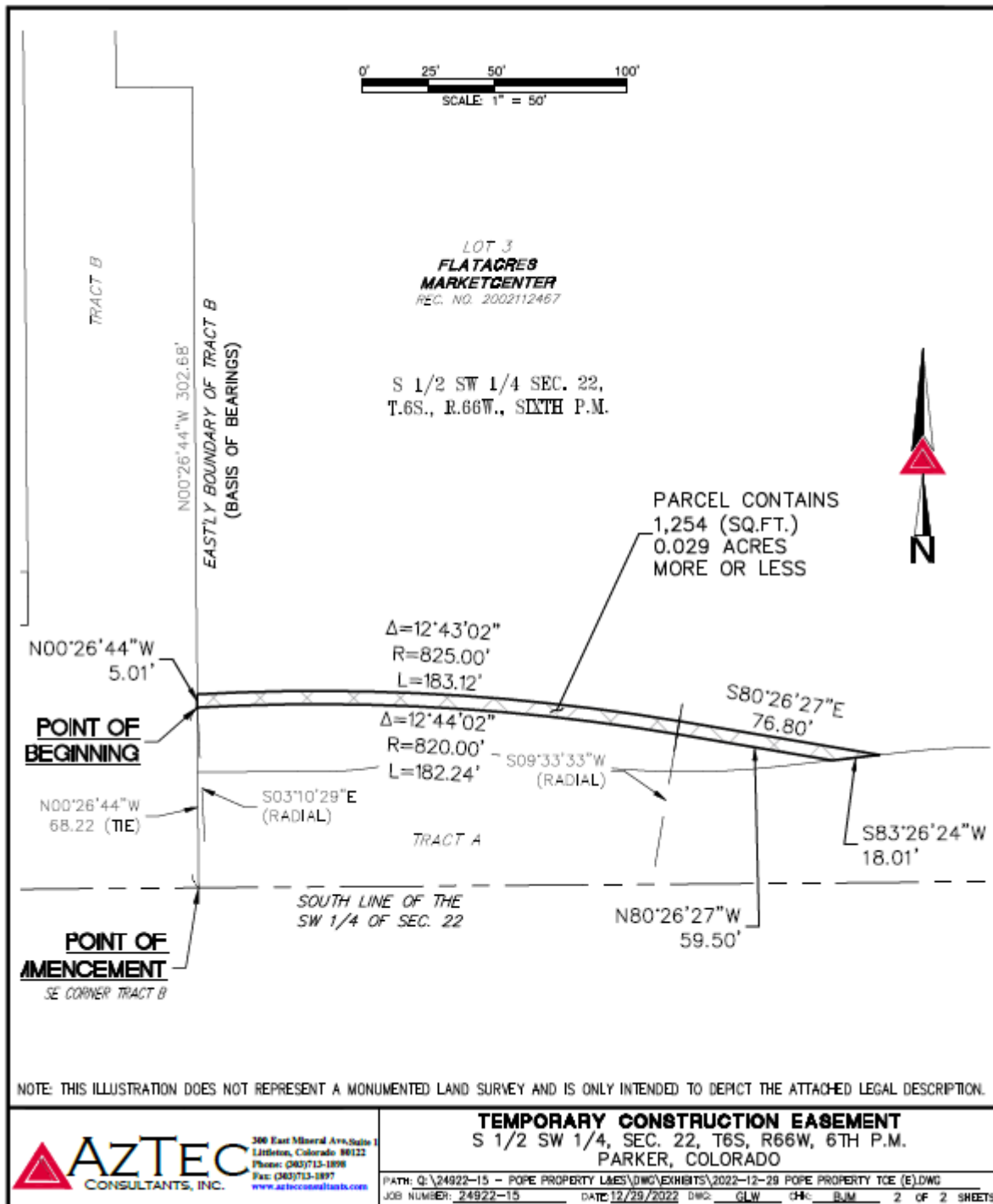
THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH 83°26'24" WEST, A DISTANCE OF 18.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°33'33" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°44'02", AN ARC LENGTH OF 182.24 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.029 ACRES, (1,254 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



A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 77°34'33" EAST, A DISTANCE OF 1,052.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 82°10'38" EAST, A DISTANCE OF 10.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 715.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 38°05'47" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°43'03", AN ARC LENGTH OF 258.54 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 79°01'59" EAST, A DISTANCE OF 162.18 FEET;

THENCE SOUTH 89°53'59" EAST, A DISTANCE OF 214.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 825.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°41'27" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'58", AN ARC LENGTH OF 50.87 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°28'44" EAST, A DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°10'29" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'13", AN ARC LENGTH OF 50.62 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°53'59" WEST, A DISTANCE OF 215.15 FEET;

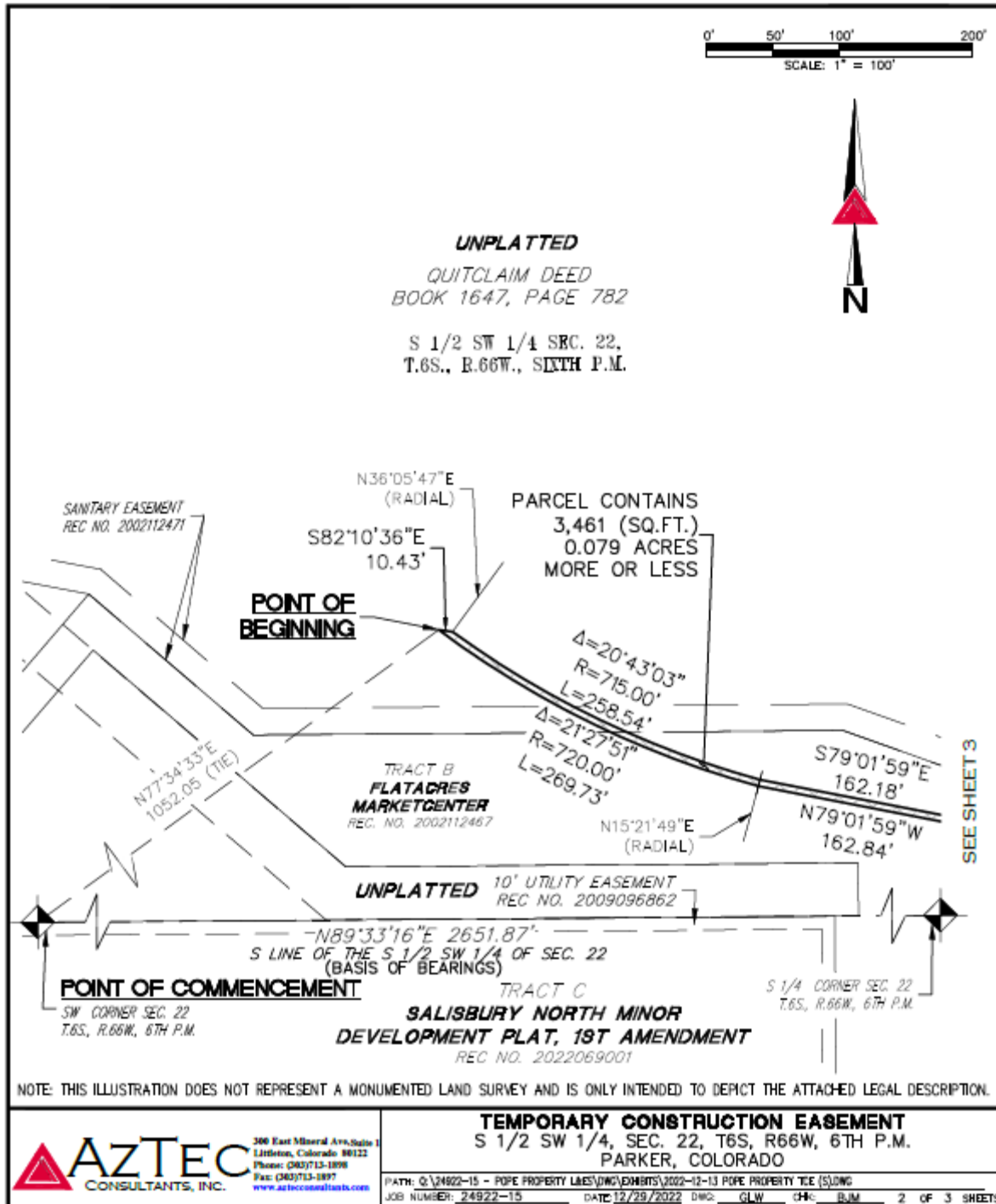
THENCE NORTH 79°01'59" WEST, A DISTANCE OF 162.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 720.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°21'49" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'51", AN ARC LENGTH OF 269.73 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 0.079 ACRES, (3,461 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



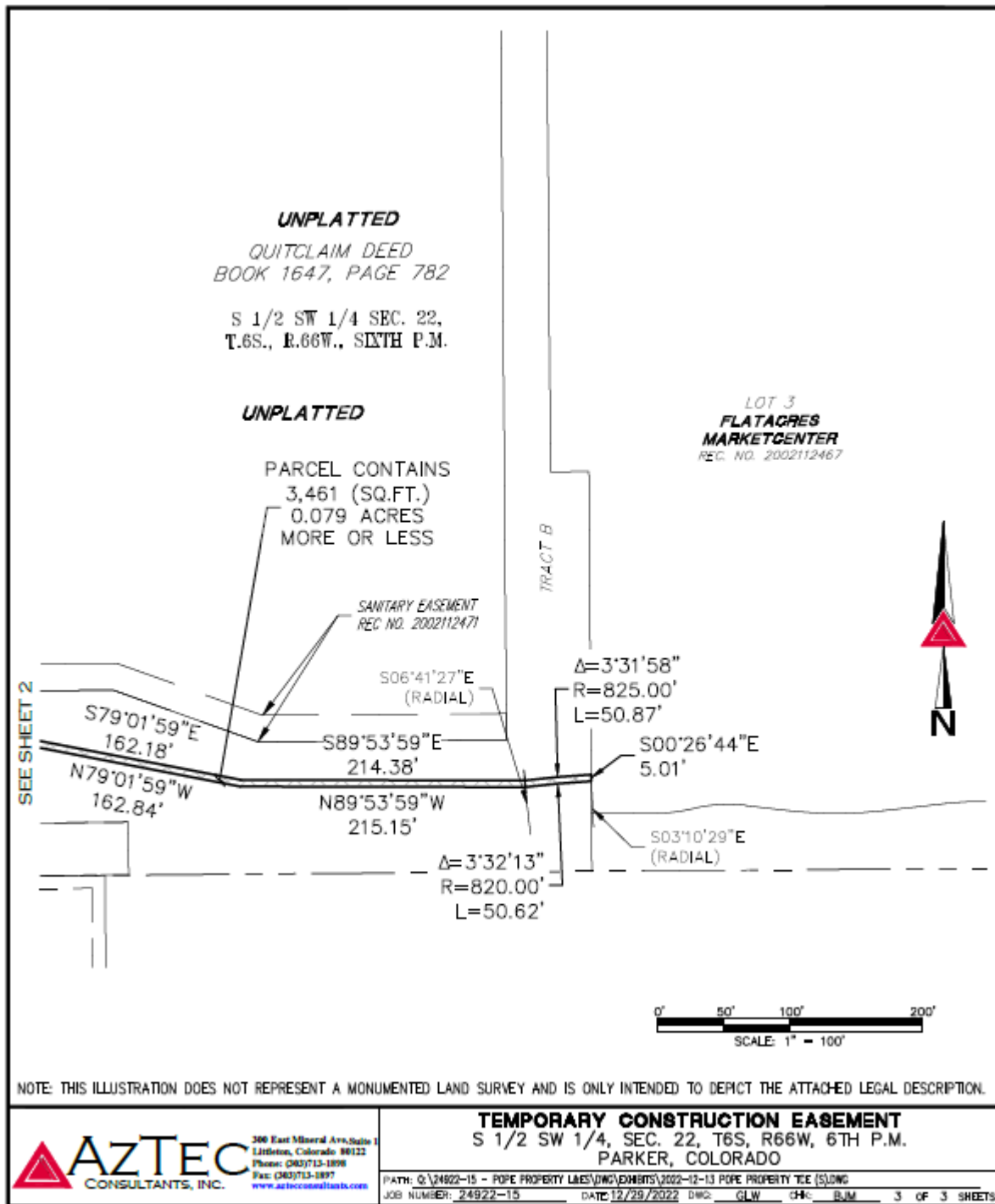


EXHIBIT H-1

Special Warranty Deed for the Flood Plain/Preble's Jumping Mouse Habitat

**SPECIAL WARRANTY DEED
(FLOOD PLAIN/PREBLE'S JUMPING MOUSE HABITAT)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this ____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE, ALONG SAID NORTH BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE BOUNDARY OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;
3. NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID BOUNDARY, SOUTH 49°20'44" EAST, A DISTANCE OF 67.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 39°56'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°57'08", AN ARC LENGTH OF 49.46 FEET;

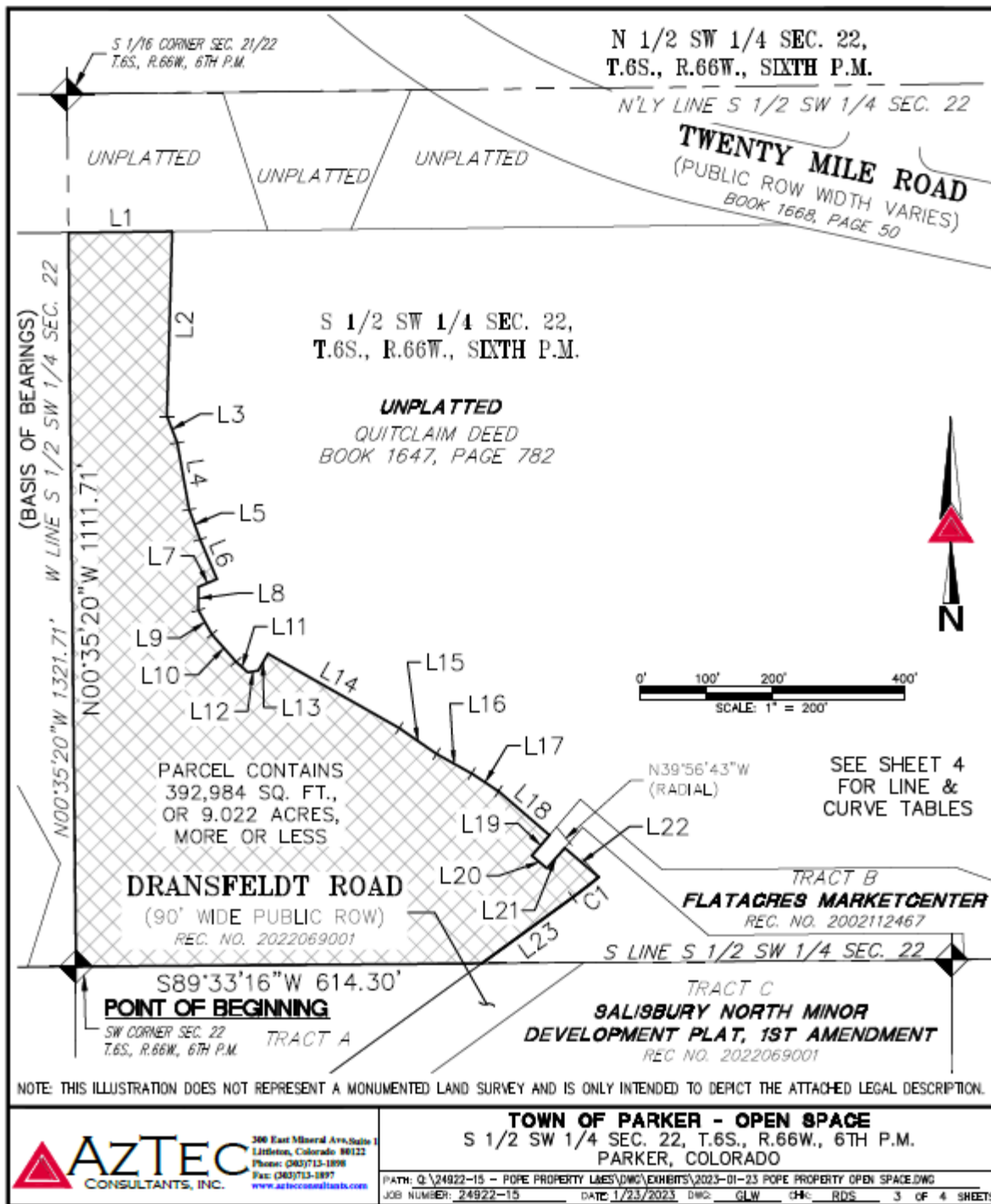
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'24" WEST, A DISTANCE OF 170.59 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 614.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.022 ACRES, (392,984 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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	67.71'
L23	S54°00'24"W	170.59'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°57'08"	717.00'	49.46'

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

	TOWN OF PARKER - OPEN SPACE S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M. PARKER, COLORADO		
	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		
PATH: Q:\24822-15 - POPE PROPERTY LINES\DWG\EXHIBITS\2023-01-23 POPE PROPERTY OPEN SPACE.DWG JOB NUMBER: 24822-15 DATE: 1/23/2023 DWG: GLW CHK: RDS 4 OF 4 SHEETS			

EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT H-2

Construction Easement for the Flood Plain/Preble's Jumping Mouse Habitat

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (FLOOD PLAIN/PREBLE'S JUMPING MOUSE HABITAT)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 31°28'21" EAST, A DISTANCE OF 557.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 34°26'20" WEST, A DISTANCE OF 136.69 FEET;

THENCE NORTH 22°50'44" WEST, A DISTANCE OF 65.31 FEET;

THENCE NORTH 20°12'12" WEST, A DISTANCE OF 48.10 FEET;

THENCE NORTH 10°07'17" WEST, A DISTANCE OF 102.72 FEET;

THENCE NORTH 20°52'44" WEST, A DISTANCE OF 43.42 FEET;

THENCE NORTH 01°36'57" EAST, A DISTANCE OF 278.36 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 58.39 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°00'00" EAST, A DISTANCE OF 130.63 FEET;

THENCE SOUTH 18°33'15" WEST, A DISTANCE OF 121.20 FEET;

THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 171.18 FEET;

THENCE SOUTH 20°12'12" EAST, A DISTANCE OF 45.32 FEET;

THENCE SOUTH 22°50'03" EAST, A DISTANCE OF 65.64 FEET;

THENCE SOUTH 33°15'23" EAST, A DISTANCE OF 118.74 FEET;

THENCE SOUTH 60°26'40" EAST, A DISTANCE OF 54.52 FEET;

THENCE NORTH 66°33'50" EAST, A DISTANCE OF 90.04 FEET;

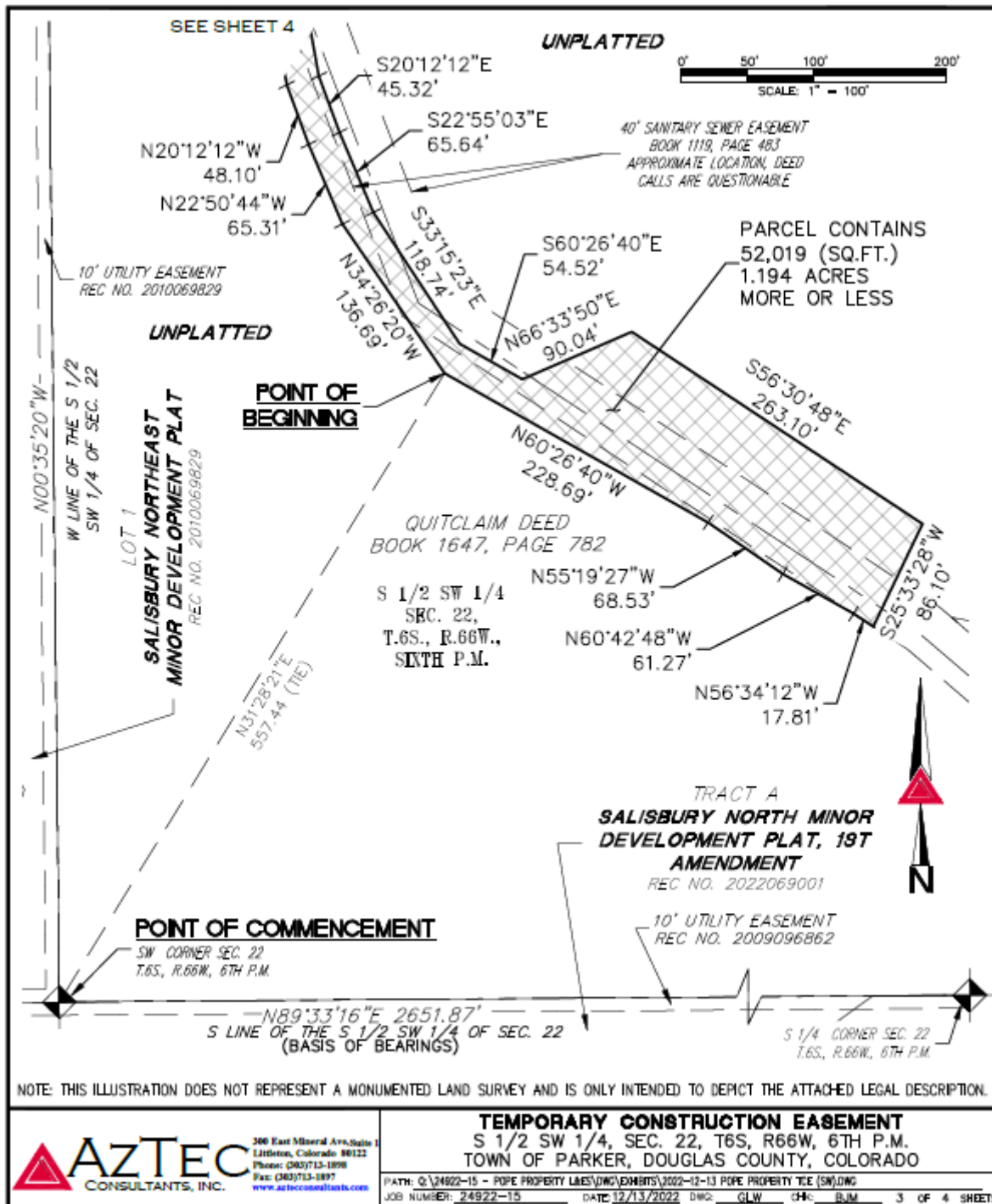
THENCE SOUTH 56°30'48" EAST, A DISTANCE OF 263.10 FEET;

THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 86.10 FEET;

THENCE NORTH 56°34'12" WEST, A DISTANCE OF 17.81 FEET;
THENCE NORTH 60°42'48" WEST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 55°19'27" WEST, A DISTANCE OF 68.53 FEET;
THENCE NORTH 60°26'40" WEST, A DISTANCE OF 228.69 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 1.194 ACRES, (52,019 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

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Page 2 of 4



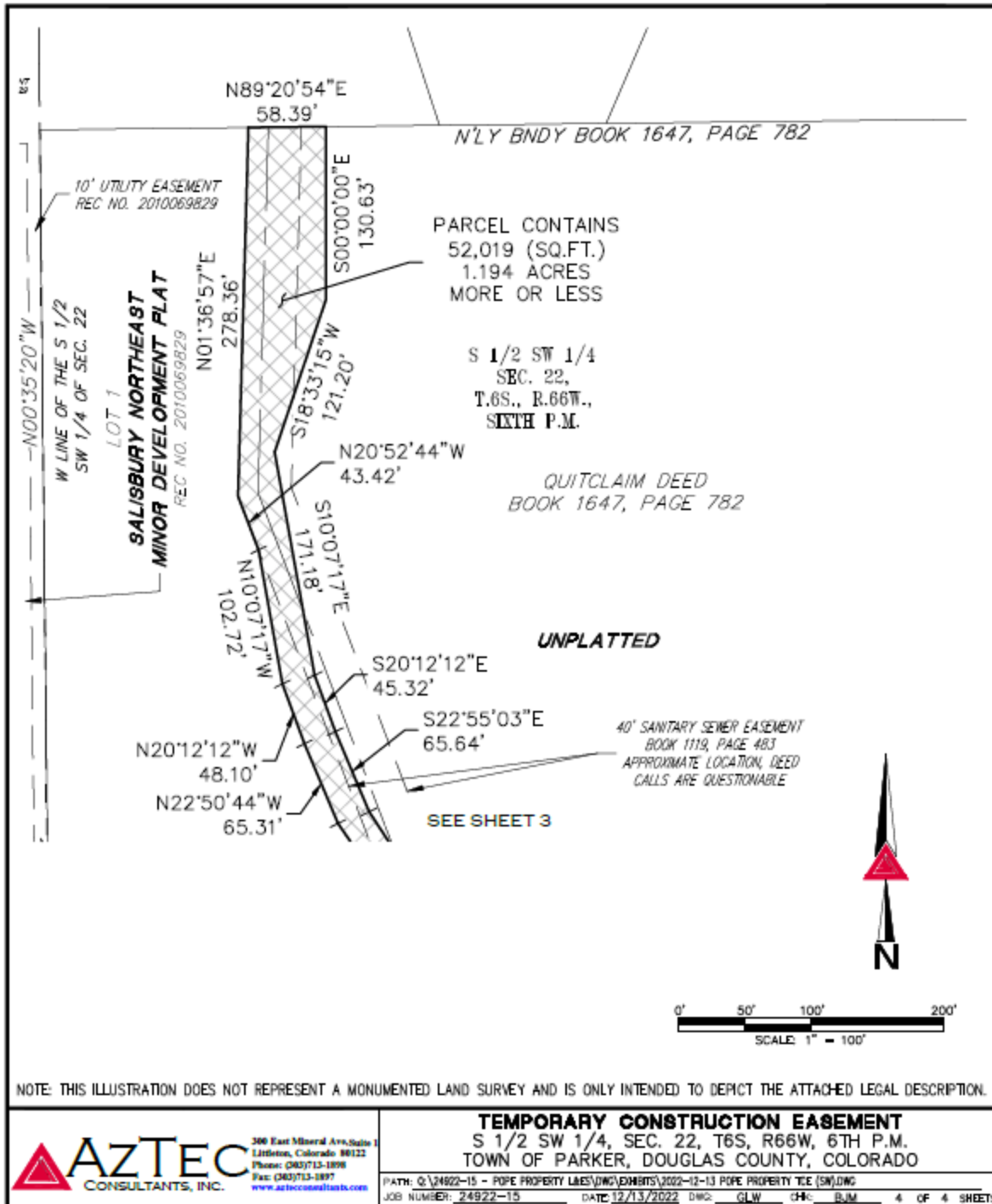


EXHIBIT I

Vicinity Map for Privacy Fence and Boundary Fence

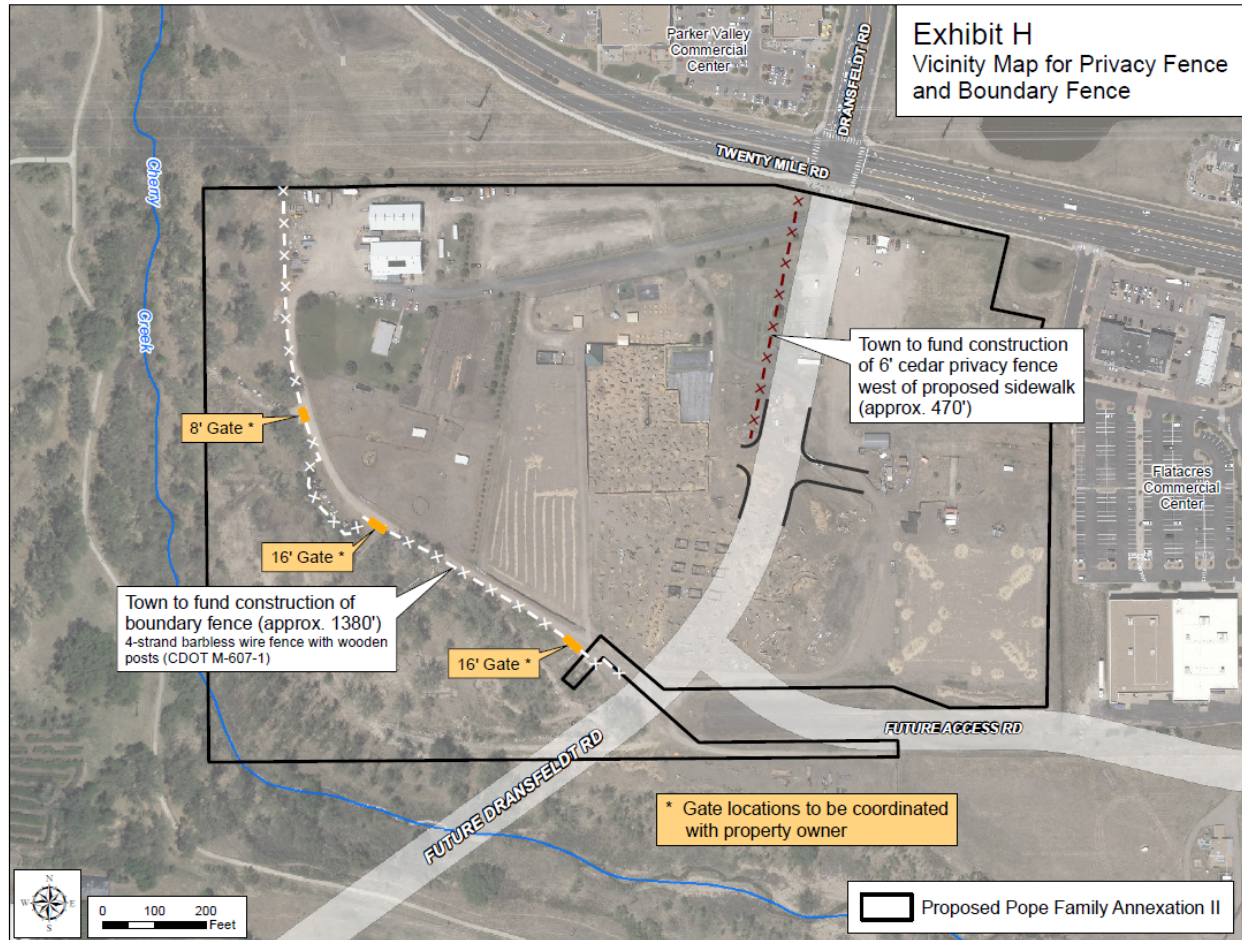


EXHIBIT J-1

Special Warranty Deed for the Drainage Pond

**SPECIAL WARRANTY DEED
(PERMANENT DRAINAGE POND)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantors, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2023.

**GRANTORS: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETPLACE, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 65°18'05" EAST, A DISTANCE OF 676.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'53" EAST, A DISTANCE OF 376.82 FEET;

THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;

THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;

THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°51'05" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°54'22", AN ARC LENGTH OF 474.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'44" WEST, A DISTANCE OF 199.65 FEET;

THENCE NORTH 56°33'48" WEST, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.943 ACRES, (128,185 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

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Page 1 of 2

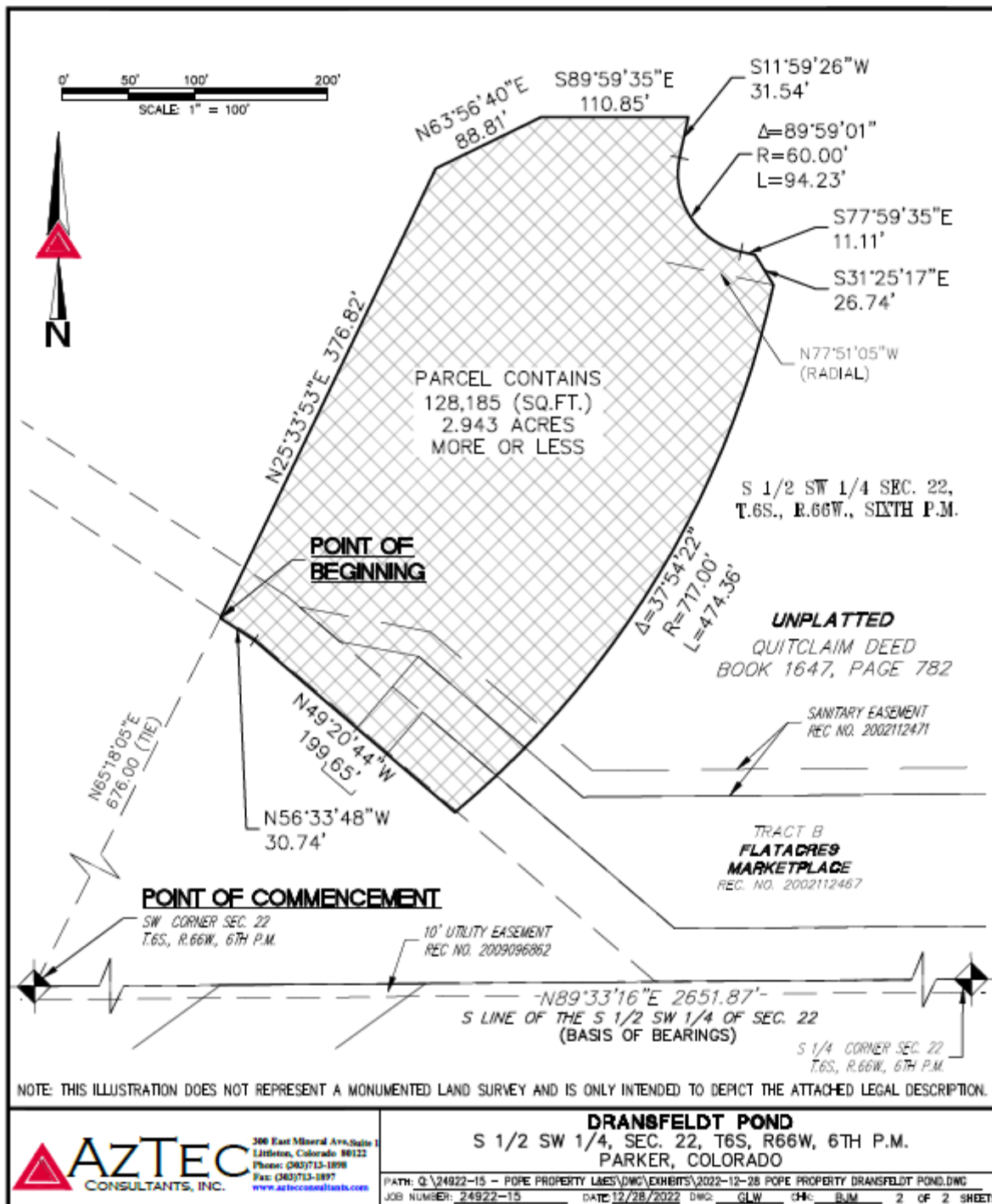


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT J-2

Drainage Easement for Drainage Pond Outfall

DRAINAGE EASEMENT AGREEMENT (PERMANENT DRAINAGE POND OUTFALL)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2023, by DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose street address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the Town of Parker, Colorado ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of a drainage outfall pipeline (the "Drainage Facilities") on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the easement rights herein granted and Grantee does hereby covenant and 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 construction and maintenance of the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. **Unencumbered Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. **Operation and Maintenance.** The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. **Grantor Defined.** The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors,

grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

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

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

7. Miscellaneous.

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

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

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

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

G:\LEGAL\ANNEX\POPE II 2022\ANNEXATION - POPE PROPERTY - ANNEXATION AGREEMENT 10-17-2023 FINAL.DOCX

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 40°38'20" EAST, A DISTANCE OF 566.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 60°26'15" WEST, A DISTANCE OF 38.53 FEET;

THENCE NORTH 68°25'41" EAST, A DISTANCE OF 103.60 FEET;

THENCE SOUTH 56°34'19" EAST, A DISTANCE OF 255.23 FEET;

THENCE SOUTH 25°33'53" WEST, A DISTANCE OF 30.28 FEET;

THENCE NORTH 56°34'19" WEST, A DISTANCE OF 243.76 FEET;

THENCE SOUTH 68°25'41" WEST, A DISTANCE OF 63.80 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.229 ACRES, (9,996 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

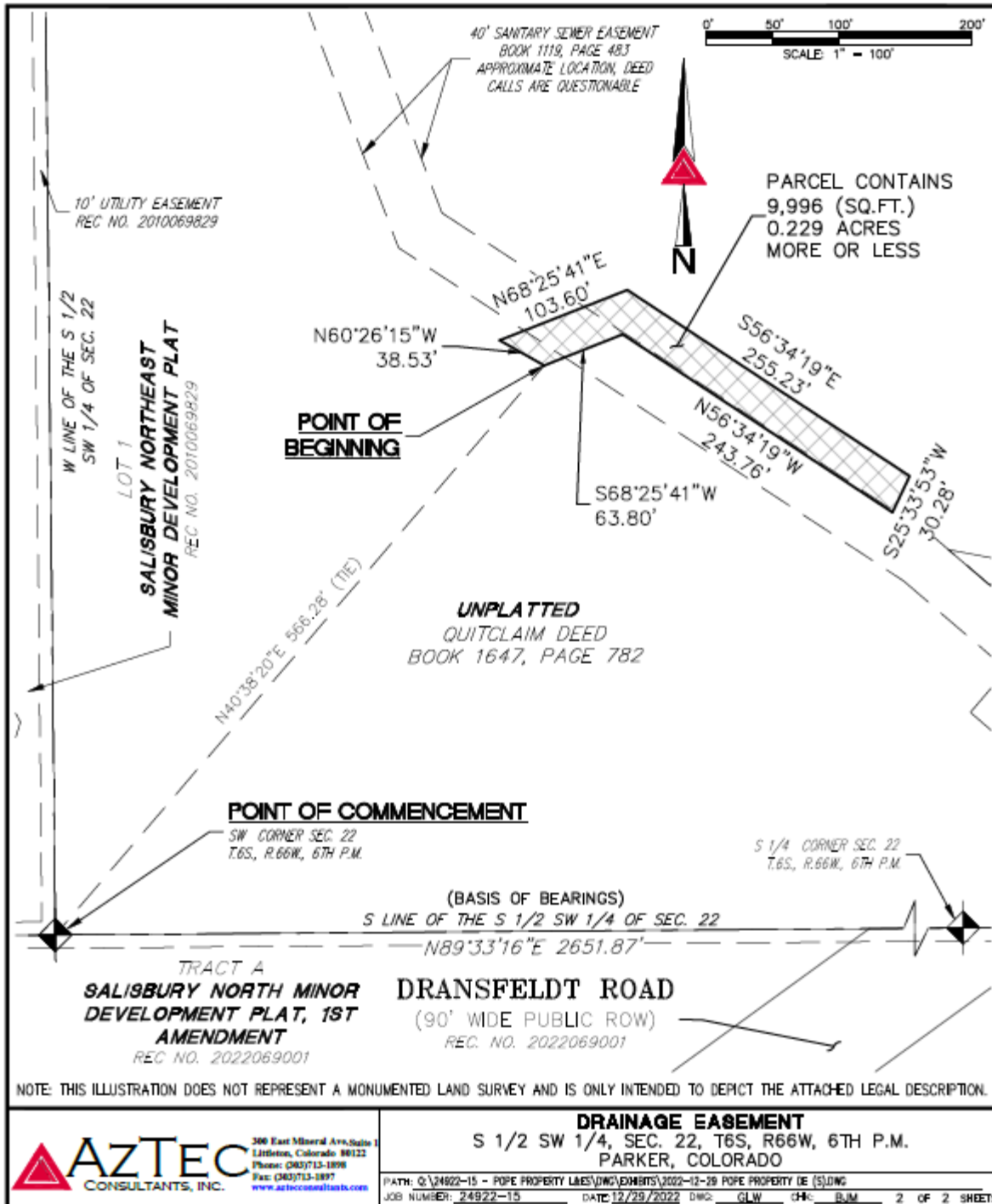


EXHIBIT J-3

Driveway Access Easement

ACCESS DRIVE EASEMENT AGREEMENT (PERMANENT DRAINAGE POND)

THIS ACCESS DRIVE EASEMENT AGREEMENT is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (“Grantor”), and TOWN OF PARKER, COLORADO, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the Town of Parker, State of Colorado, which is described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Easement Property”);

WHEREAS, Grantee constructed a drainage pond on the real property described in **Exhibit 2**, which is attached hereto and incorporated by this reference (the “Drainage Pond”); and

WHEREAS, Grantee desires an access easement across the Easement Property in order to access the Drainage Pond from Dransfeldt Road.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, its successors and assigns, full and free right and authority for a nonexclusive and perpetual access easement to access the Drainage Pond to the extent described herein, in the Town of Parker, State of Colorado, to wit:

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive access easement over, across, above and through the Easement Property for the purpose of accessing the Drainage Pond.

2. Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through and across the Easement Property for the sole purpose of accessing the Drainage Pond. Grantee shall not construct any improvements on the Easement Property, temporary or otherwise.

3. Grantor shall not construct or place any structure, building or other permanent improvement on the Easement Property, which will materially interfere with the Grantee’s use and enjoyment of the Easement Property, other than the driveway that currently occupies the Easement Property.

4. In the event the Grantee uses the Easement Property for access resulting in the disturbance of the surface of the Easement Property, Grantee agrees to restore the disturbed area to a condition comparable with the original condition, within ten (10) days of the date of the disturbance.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair the rights of the Grantee herein contained.

6. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement Agreement by their respective duly authorized officers as of the date and year first above set forth.

**GRANTOR: TOWN OF PARKER,
COLORADO**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

**GRANTEE: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.* _____
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 56°43'34" EAST, A DISTANCE OF 1,149.27 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 11°59'01" EAST, A DISTANCE OF 32.50 FEET;

THENCE SOUTH 78°00'59" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°00'59" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°47'44", AN ARC LENGTH OF 33.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 78°00'00" EAST, A DISTANCE OF 9.88 FEET;

THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 67.00 FEET;

THENCE NORTH 78°00'00" WEST, A DISTANCE OF 7.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.113 ACRES, (4,927 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

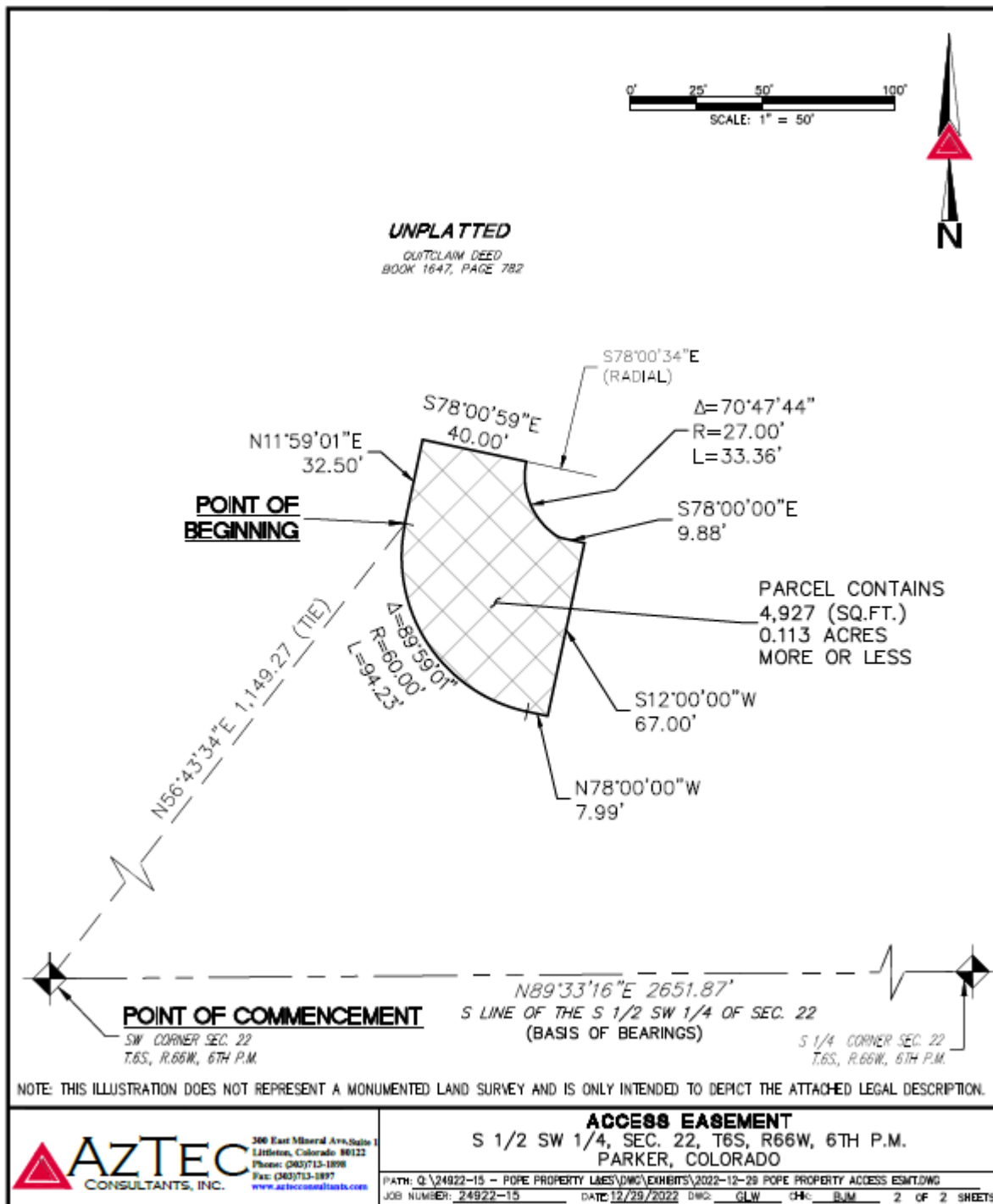


EXHIBIT 2

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETPLACE, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 65°18'05" EAST, A DISTANCE OF 676.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 25°33'53" EAST, A DISTANCE OF 376.82 FEET;

THENCE NORTH 63°56'40" EAST, A DISTANCE OF 88.81 FEET;

THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 110.85 FEET;

THENCE SOUTH 11°59'26" WEST, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'01", AN ARC LENGTH OF 94.23 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 77°59'35" EAST, A DISTANCE OF 11.11 FEET;

THENCE SOUTH 31°25'17" EAST, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77°51'05" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°54'22", AN ARC LENGTH OF 474.36 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 49°20'44" WEST, A DISTANCE OF 199.65 FEET;

THENCE NORTH 56°33'48" WEST, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.943 ACRES, (128,185 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

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Page 1 of 2

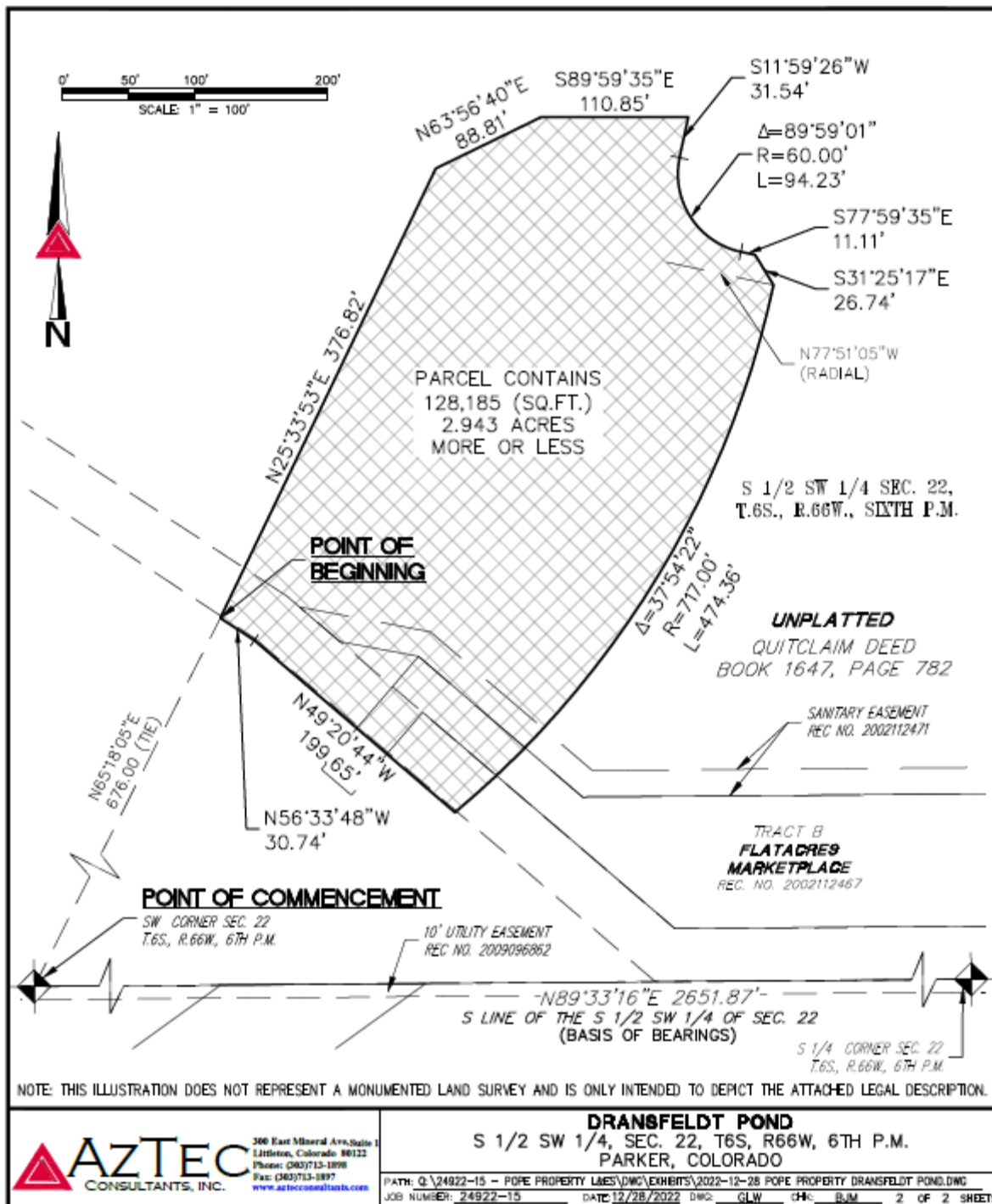


EXHIBIT J-4

Construction Easement for Drainage Pond

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(PERMANENT DRAINAGE POND)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of drainage pond improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit 1**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Insofar as practicable, Grantee shall restore the surface of the ground to its condition prior to Grantee's activities on the Property to the condition existing prior to Grantee's activities on the Property.

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

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: Exhibit – do not sign.
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 31°28'21" EAST, A DISTANCE OF 557.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 34°26'20" WEST, A DISTANCE OF 136.69 FEET;

THENCE NORTH 22°50'44" WEST, A DISTANCE OF 65.31 FEET;

THENCE NORTH 20°12'12" WEST, A DISTANCE OF 48.10 FEET;

THENCE NORTH 10°07'17" WEST, A DISTANCE OF 102.72 FEET;

THENCE NORTH 20°52'44" WEST, A DISTANCE OF 43.42 FEET;

THENCE NORTH 01°36'57" EAST, A DISTANCE OF 278.36 FEET TO THE NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 58.39 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°00'00" EAST, A DISTANCE OF 130.63 FEET;

THENCE SOUTH 18°33'15" WEST, A DISTANCE OF 121.20 FEET;

THENCE SOUTH 10°07'17" EAST, A DISTANCE OF 171.18 FEET;

THENCE SOUTH 20°12'12" EAST, A DISTANCE OF 45.32 FEET;

THENCE SOUTH 22°50'03" EAST, A DISTANCE OF 65.64 FEET;

THENCE SOUTH 33°15'23" EAST, A DISTANCE OF 118.74 FEET;

THENCE SOUTH 60°26'40" EAST, A DISTANCE OF 54.52 FEET;

THENCE NORTH 66°33'50" EAST, A DISTANCE OF 90.04 FEET;

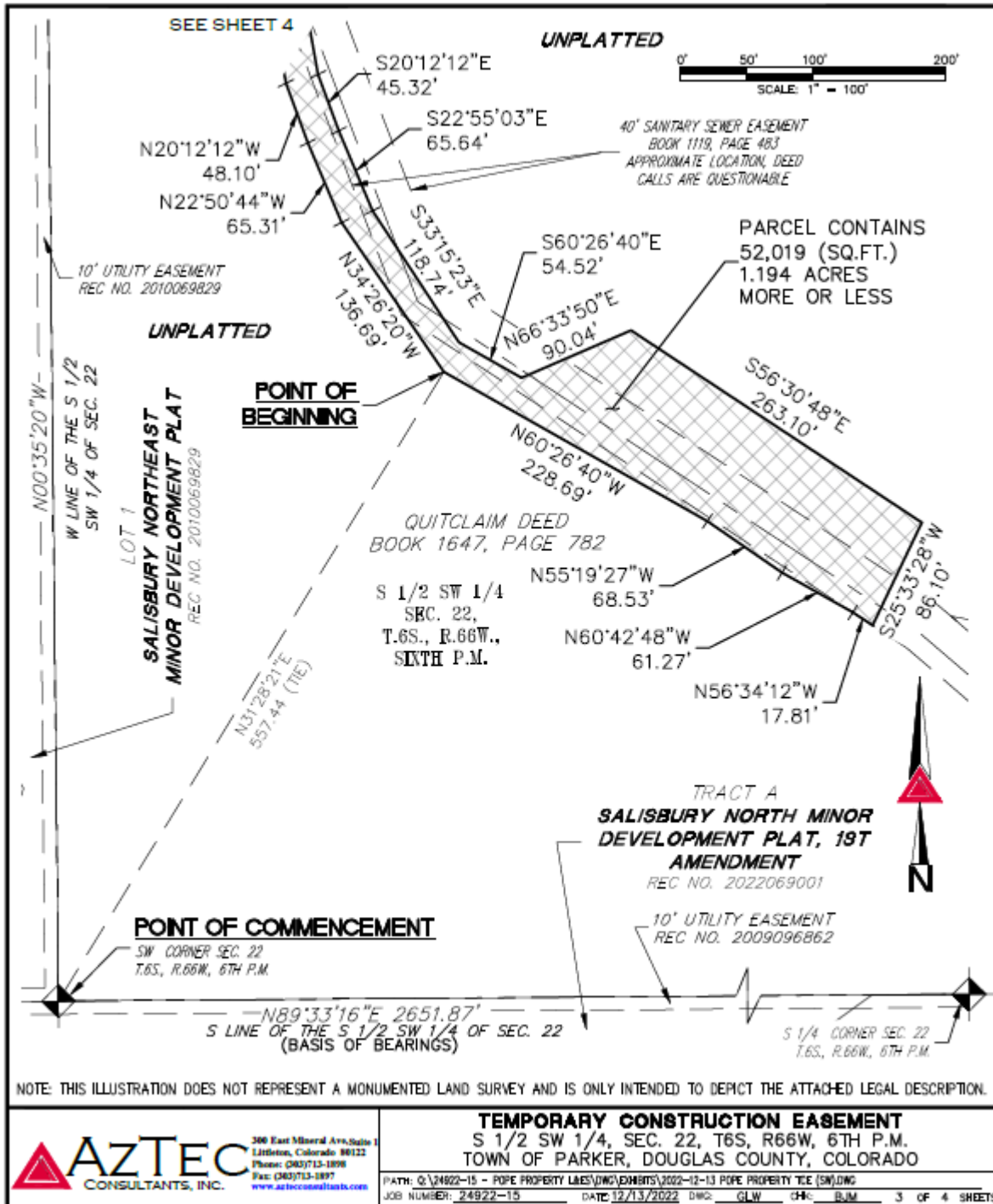
THENCE SOUTH 56°30'48" EAST, A DISTANCE OF 263.10 FEET;

THENCE SOUTH 25°33'28" WEST, A DISTANCE OF 86.10 FEET;

THENCE NORTH 56°34'12" WEST, A DISTANCE OF 17.81 FEET;
THENCE NORTH 60°42'48" WEST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 55°19'27" WEST, A DISTANCE OF 68.53 FEET;
THENCE NORTH 60°26'40" WEST, A DISTANCE OF 228.69 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 1.194 ACRES, (52,019 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

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Page 2 of 4



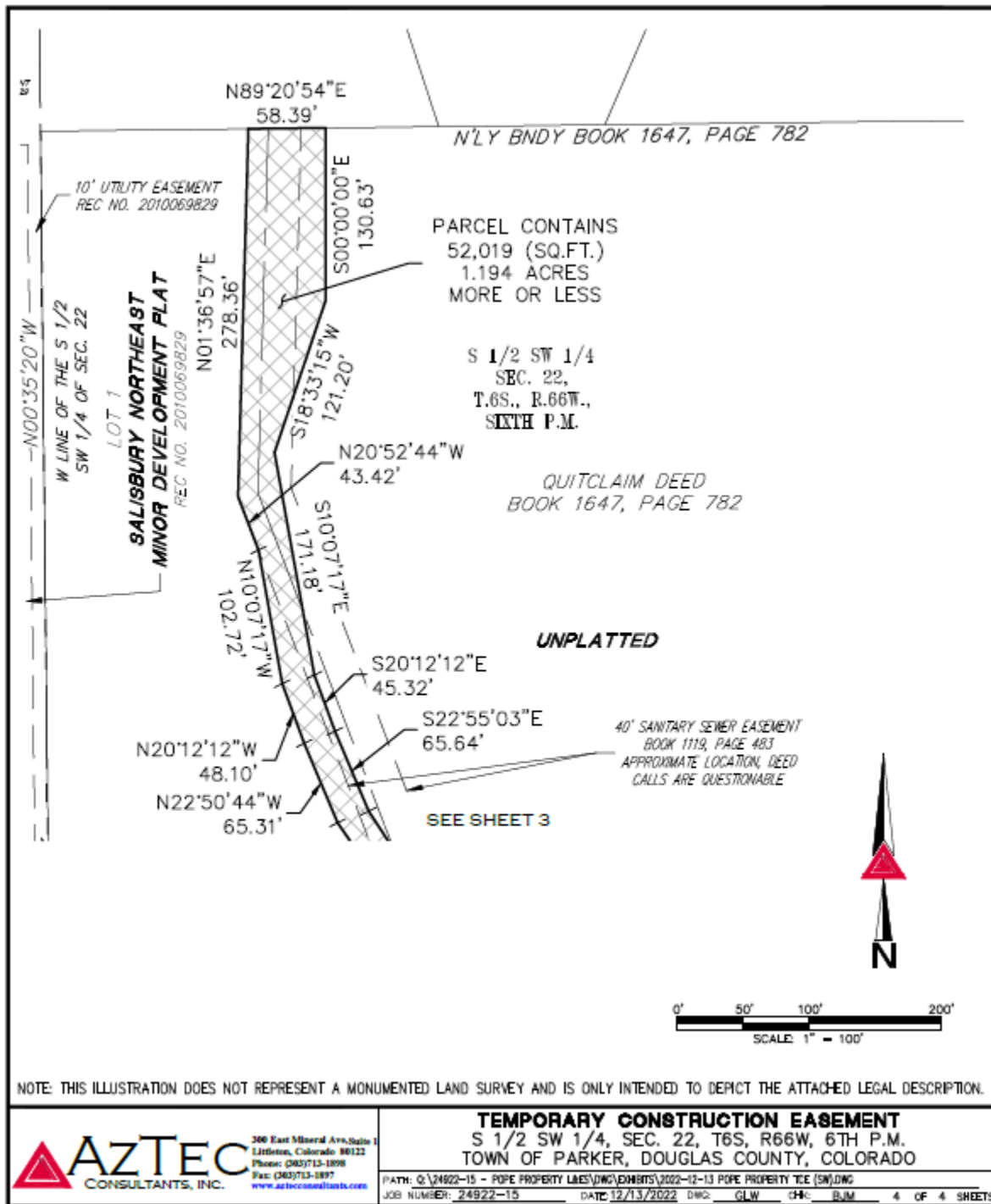


EXHIBIT K

Temporary Drainage Easement to convey storm flows

TEMPORARY DRAINAGE EASEMENT AGREEMENT (STORMWATER FLOWS)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2023, by and between DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose legal address is 11321 Dransfeldt Road, Parker, Colorado 80134 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantee desires to construct temporary drainage facilities (the "Drainage Facilities") within its privately owned property for the purpose of conveying stormwater flows from the real property described in the "Annexation Agreement for Pope Property Phase I," dated July 1, 2002, and recorded at Reception No. 2002112464, in the real property records of the Douglas County Clerk and Recorder's Office, to Dransfeldt Road, until such time as the platting process for the Property described in "Annexation Agreement for Pope Property Phase II," dated _____, 2023, and recorded at Reception No. 2023_____, in the real property records of the Douglas County Clerk and Recorder's Office, eliminates the need for this easement.

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 a temporary easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant a temporary 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 the 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. Release of Easement Agreement. Grantor and Grantee agree that this easement may be released by Grantee at such time as Grantor and Grantee agree that the easement is no longer needed, as provided by Paragraph 10.f. of the Pope Property Phase II Annexation Agreement.

8. 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: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

Legal Description

TWO PARCELS OF LAND BEING THOSE CERTAIN PORTIONS OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 63°34'28" EAST, A DISTANCE OF 1,330.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 26°08'41" WEST, A DISTANCE OF 35.17 FEET;

THENCE NORTH 11°29'05" EAST, A DISTANCE OF 169.13 FEET;

THENCE NORTH 17°35'40" EAST, A DISTANCE OF 100.35 FEET;

THENCE NORTH 11°10'08" EAST, A DISTANCE OF 144.74 FEET;

THENCE NORTH 27°51'56" EAST, A DISTANCE OF 36.36 FEET TO THE SOUTHWESTERLY LINE OF SLOPE EASEMENT RECORDED IN BOOK 1664, AT PAGE 2009, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 77°50'17" EAST, A DISTANCE OF 390.29 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, ALONG SAID EASTERLY BOUNDARY, SOUTH 12°09'26" WEST, A DISTANCE OF 137.96 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY NORTH 77°49'43" WEST, A DISTANCE OF 138.53 FEET;

THENCE NORTH 27°13'03" WEST, A DISTANCE OF 86.27 FEET;

THENCE NORTH 76°52'11" WEST, A DISTANCE OF 147.57 FEET;

THENCE SOUTH 11°52'55" WEST, A DISTANCE OF 407.47 FEET;

THENCE NORTH 78°00'00" WEST, A DISTANCE OF 44.51 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.482 ACRES, (64,545 SQUARE FEET), MORE OR LESS.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 67°56'23" EAST, A DISTANCE OF 1,234.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 805.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°17'48" WEST, AND THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'30", AN ARC LENGTH OF 45.78 FEET;

THENCE NORTH 47°30'07" EAST, A DISTANCE OF 31.55 FEET;

THENCE SOUTH 78°00'00" EAST, A DISTANCE OF 88.01 FEET;

THENCE NORTH 12°00'00" EAST, A DISTANCE OF 8.27 FEET;

THENCE SOUTH 77°50'19" EAST, A DISTANCE OF 272.52 FEET;

THENCE SOUTH 89°59'22" EAST, A DISTANCE OF 127.88 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°26'44" EAST, A DISTANCE OF 147.54 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°35'32" WEST, A DISTANCE OF 35.23 FEET;

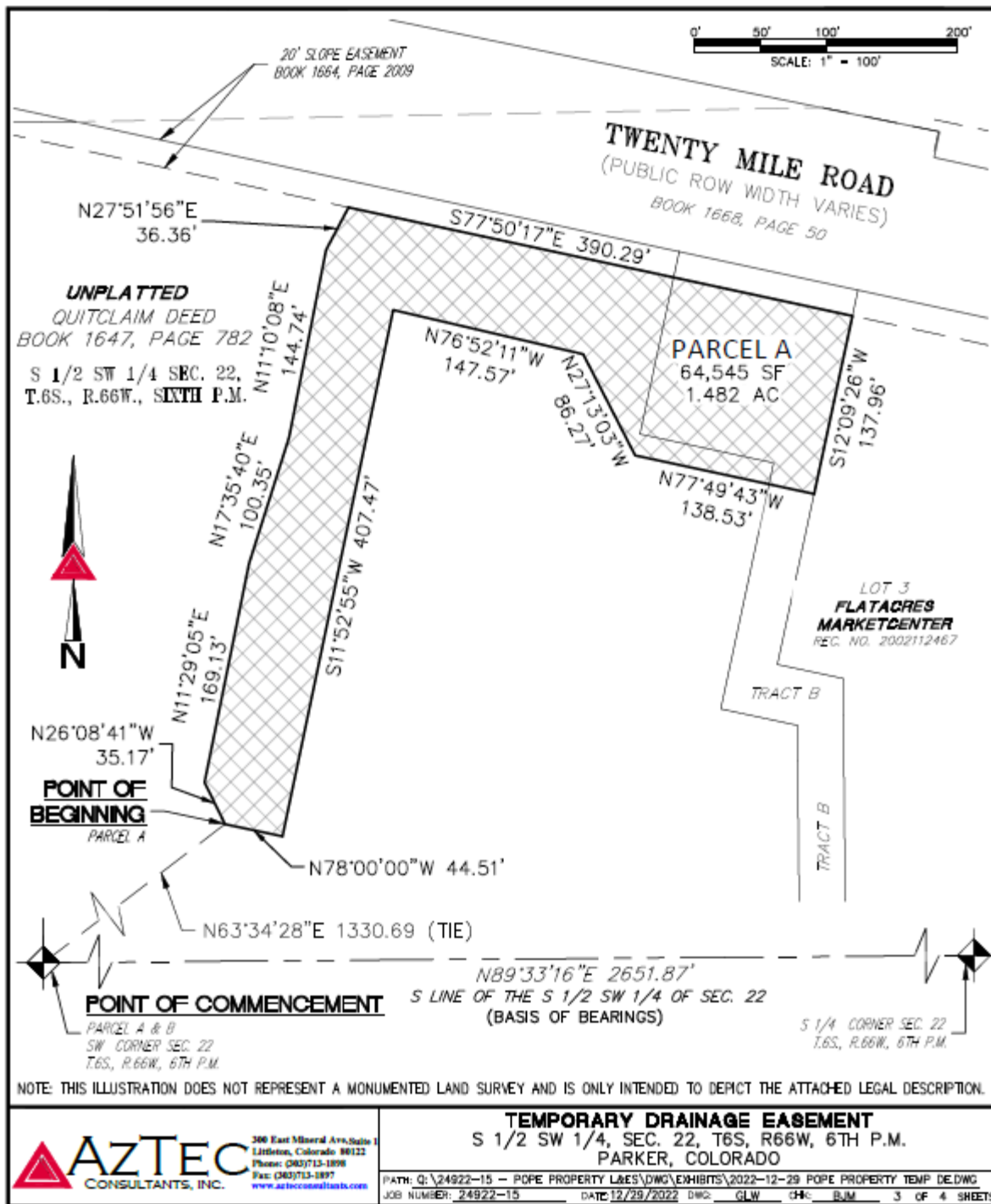
THENCE NORTH 50°45'27" WEST, A DISTANCE OF 98.26 FEET;

THENCE NORTH 77°50'06" WEST, A DISTANCE OF 416.43 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.042 ACRES, (45,381 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



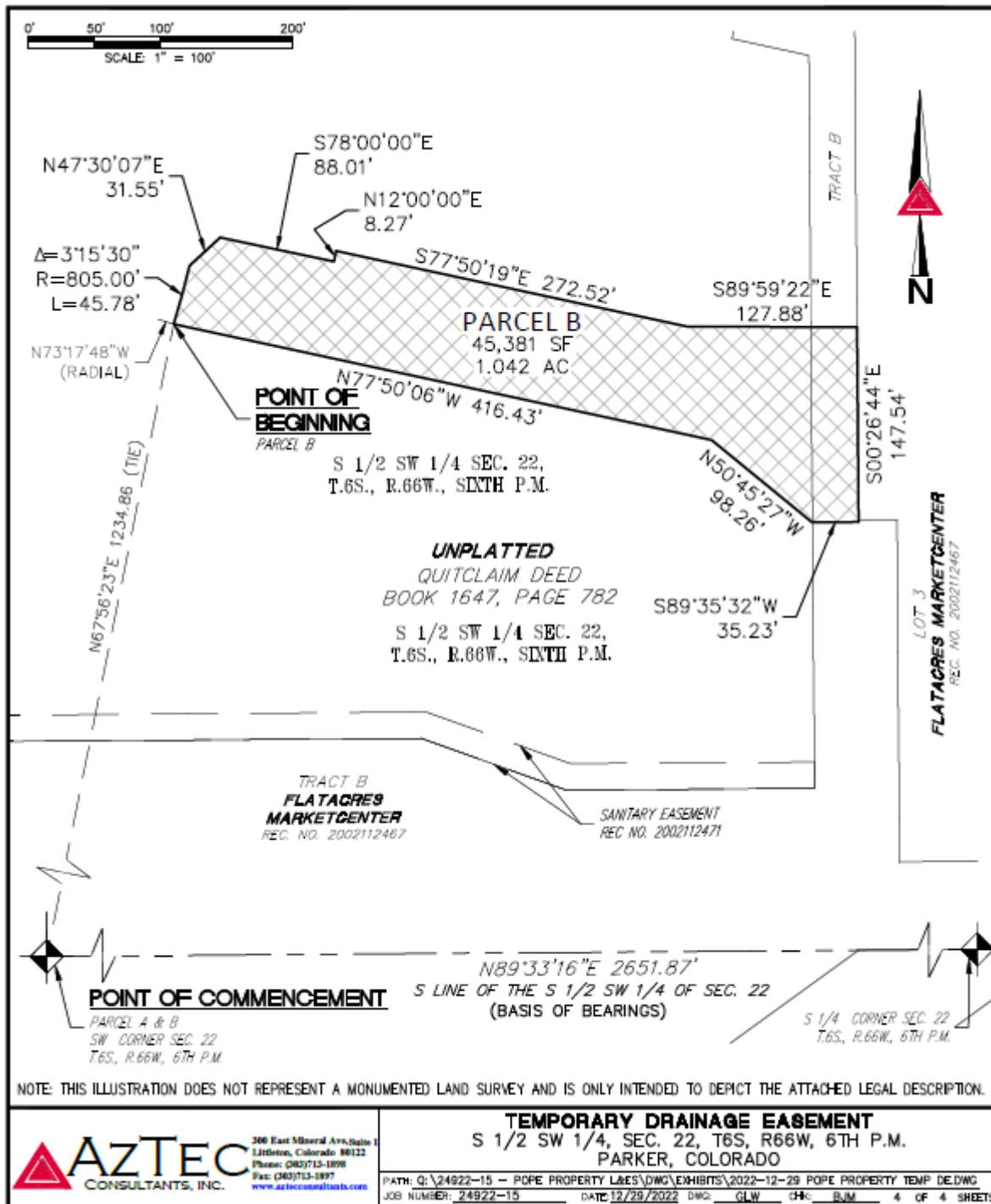


EXHIBIT L-1

Special Warranty Deed for the Remnant Parcel

**SPECIAL WARRANTY DEED
(REMNANT PARCEL)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this ____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT B, FLATACRES MARKETCENTER RECORDED AT RECEPTION NO. 2002112467 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 MOST WESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT B, NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 49°20'44" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. NORTH 49°20'42" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.028 ACRES, (1,230 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

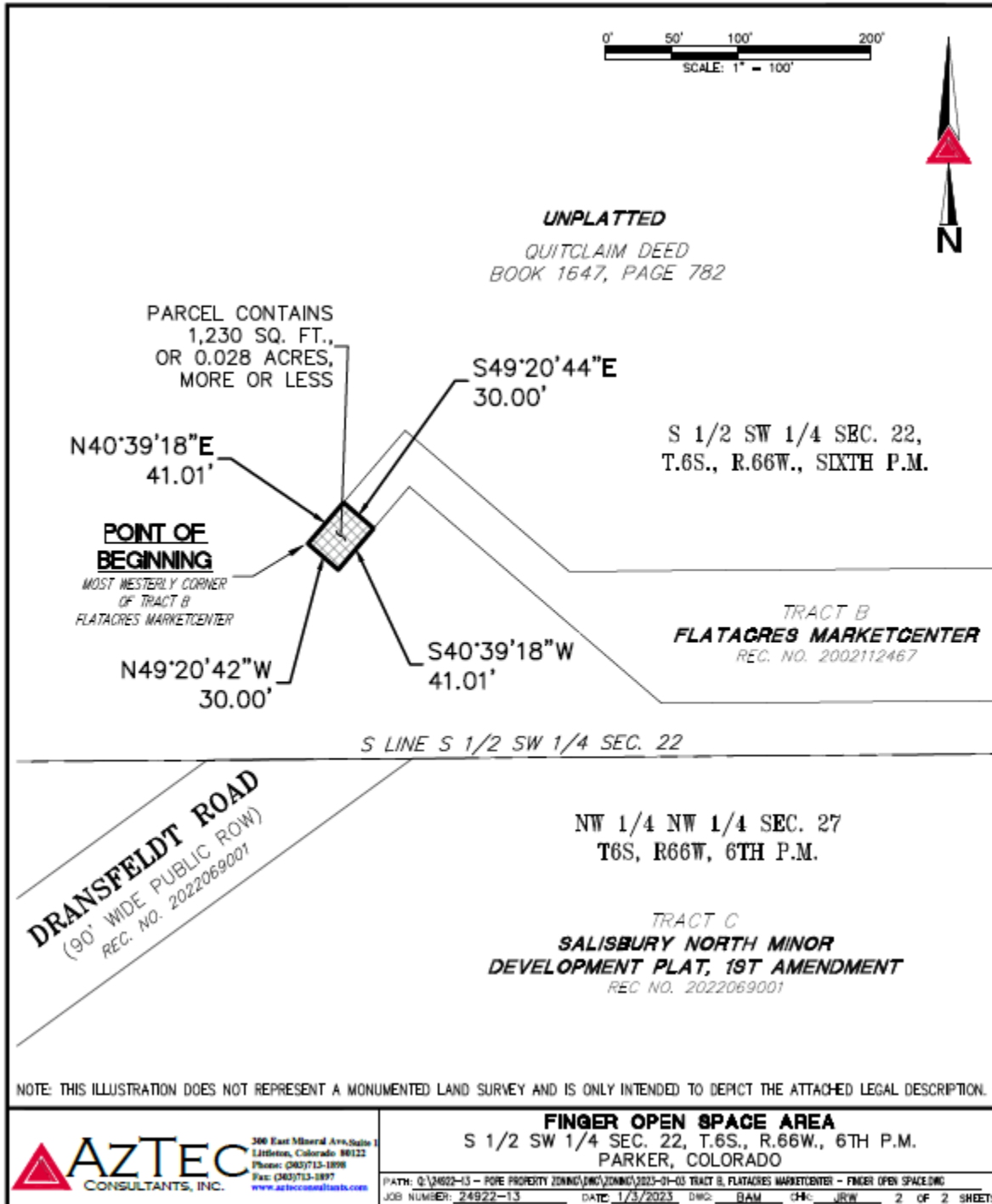


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

4. Terms, conditions, provisions, agreements and obligations contained in the instrument as set forth below:

Recording Date: December 31, 1927

Recording No: Book 83, Page 126 and Book 83, Page 213

5. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Recording Date: August 31, 1953

Recording No: Book 109, Page 286

6. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Deed as set forth below:

Recording Date: April 18, 1961

Recording No: Book 137, Page 5

Quit Claim Deeds in conjunction therewith recorded September 26, 1983, in Book 491, Page 732 and July 5, 1985, in Book 583, Page 44.

7. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 26, 1966
Recording No: Book 173, Page 96

8. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: July 8, 1983
Recording No: Book 482, Page 142

9. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement as set forth below:

Recording Date: October 14, 1983
Recording No: Book 494, Page 259

Quit Claim Deed in conjunction therewith recorded January 8, 2001 in Book 1945, Page 2135.

10. Terms, conditions, provisions, agreements and obligations contained in the Notice pertaining to the organization of the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No: Book 790, Page 718

11. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: April 13, 1993
Recording No: Book 1119, Page 483

12. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Purchase and Sale Agreement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 1979

Assignment of Commercial Real Estate Contract recorded February 4, 1999 in Book 1664, Page 1998.

13. Terms, conditions, provisions, agreements and obligations contained in the Slope Easement as set forth below:

Recording Date: February 4, 1999
Recording No: Book 1664, Page 2009

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option to Purchase and Ground Lease as set forth below:

Recording Date: October 25, 2002

Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Materials & Cooperative Agreement as set forth below:

Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT L-2

Special Warranty Deed for the Remnant Parcel

**SPECIAL WARRANTY DEED
(REMNANT PARCEL)**

DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, Grantor, whose street address 11321 Dransfeldt Road, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this ____ day of _____, 2023.

**GRANTOR: DENVER POPE FAMILY
LIMITED PARTNERSHIP, a Colorado limited
partnership**

By: _____ *Exhibit – do not sign.*
Michael L. Smith, President, Flat Acres
Management, Inc.,
General Partner, Denver Pope Family Limited
Partnership

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Smith, as President, Flat Acres Management, Inc., General Partner, Denver Pope Family Limited Partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT A, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 769.10 FEET TO THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'36" EAST, A DISTANCE OF 44.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 35°59'35" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'19", AN ARC LENGTH OF 178.48 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 83°44'15" EAST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 53°26'21" EAST, A DISTANCE OF 33.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 36°59'00" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'49", AN ARC LENGTH OF 278.22 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 472.52 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.759 ACRES, (33,048 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

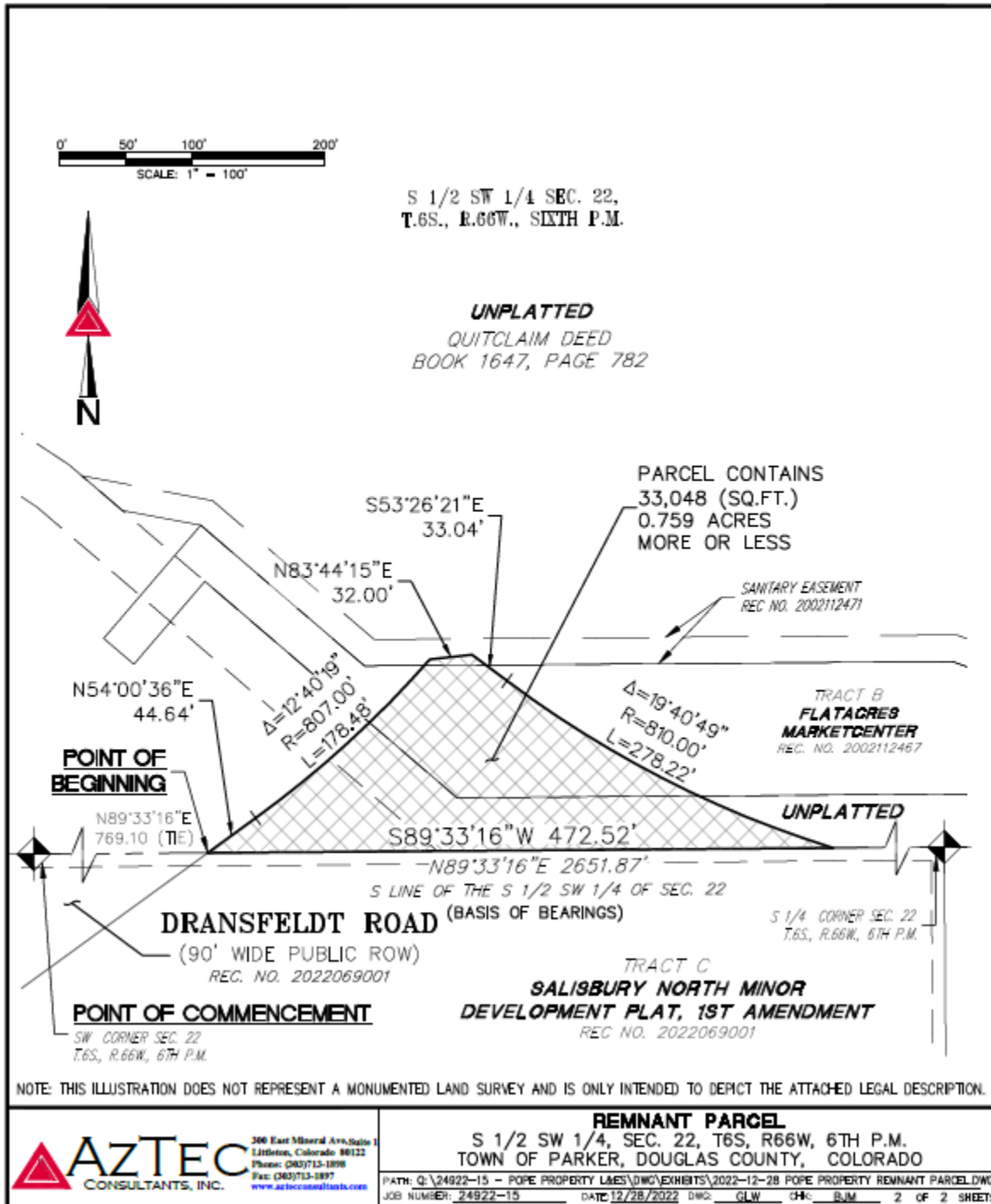


EXHIBIT 2

Permitted Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Cherry Creek.
3. Reservations contained in the Patent

From: The United States of America

To:

Recording Date: November 5, 1878

Recording No: Patent No. 2947

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right-of-way thereon for ditches or canals constructed by the authority of the United States.

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14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2135, Series of 2002 as set forth below:

Recording Date: October 25, 2002

Recording No: 112465

15. Terms, conditions, provisions, agreements and obligations contained in the Easement as set forth below:

Recording Date: October 25, 2002

Recording No: 112471

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Recording No: 112475

17. Terms, conditions, provisions, agreements and obligations contained in the FlatAcres MarketCenter - Rezoning Maps as set forth below:

Recording Date: October 29, 2002

Recording No: 114251 and 114252

FlatAcres MarketCenter - Annexation Plat recorded October 29, 2002 at Reception No. 114253.

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Recording Date: May 8, 2012

Recording No: 2012033318

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No: 2019070981

20. Terms, conditions, provisions, agreements and obligations contained in the Exclusive Drainage Easement Agreement as set forth below:

Recording Date: March 21, 2023

Recording No: 2023011610

EXHIBIT M-1

Primary Driveway Access Dransfeldt Road Description

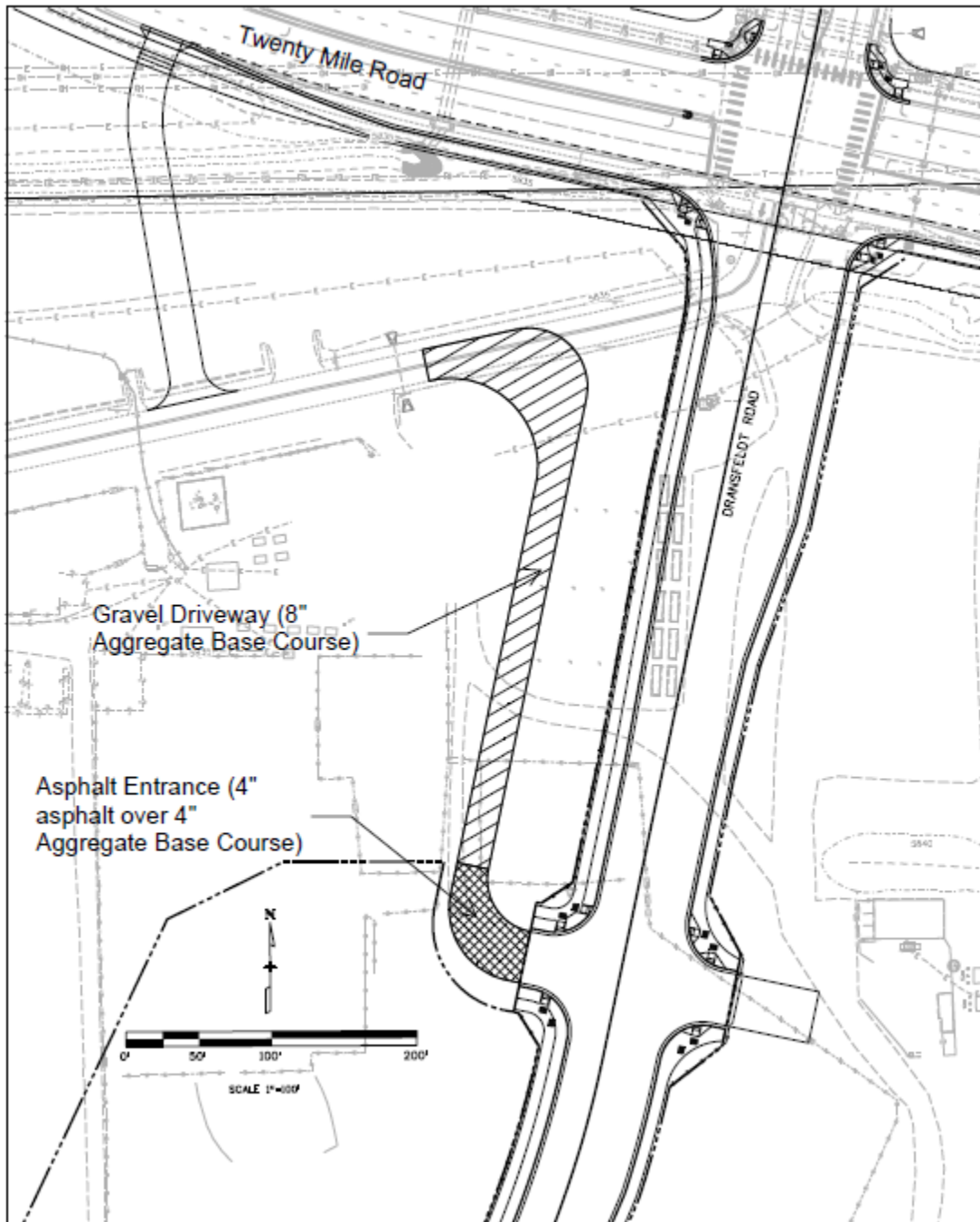


EXHIBIT M-2

Secondary Driveway Access Twenty Mile Road Description

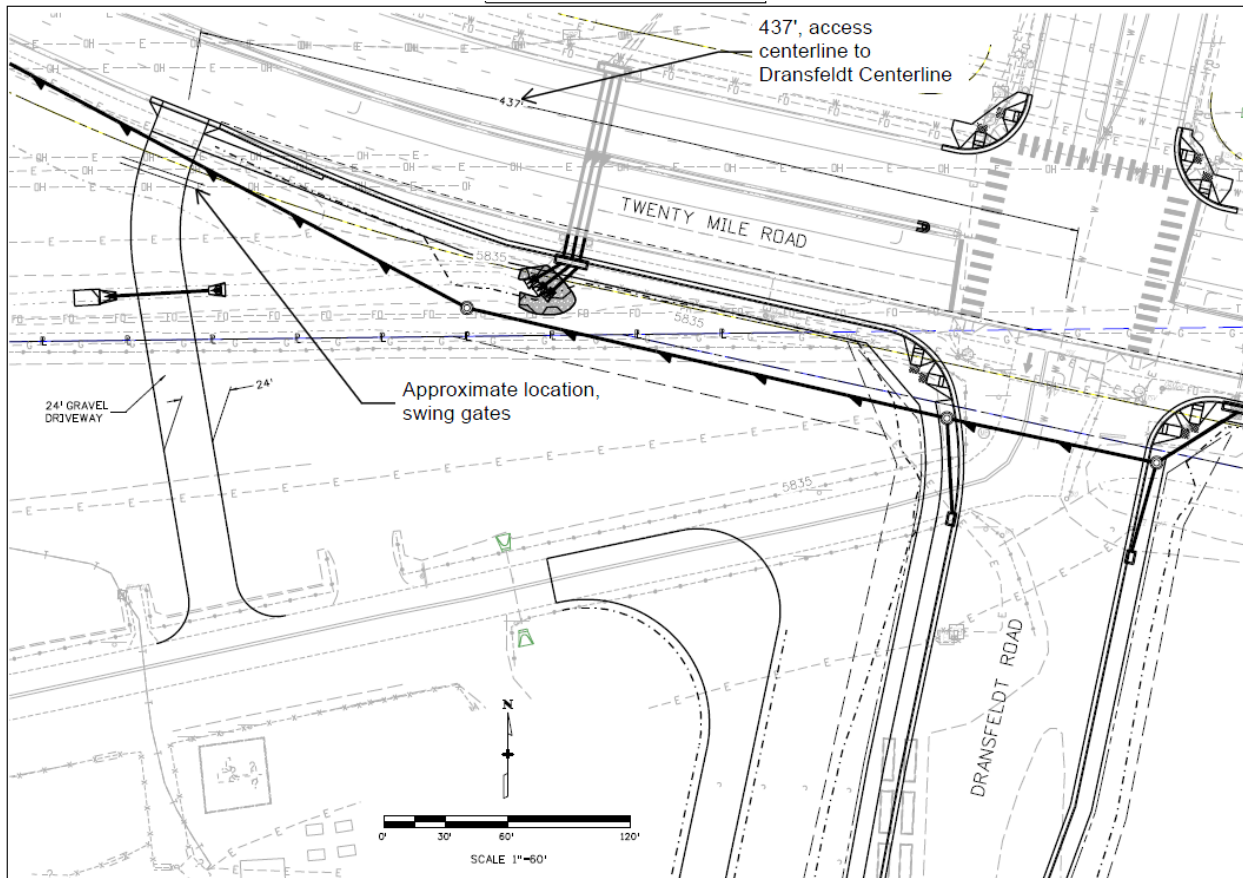
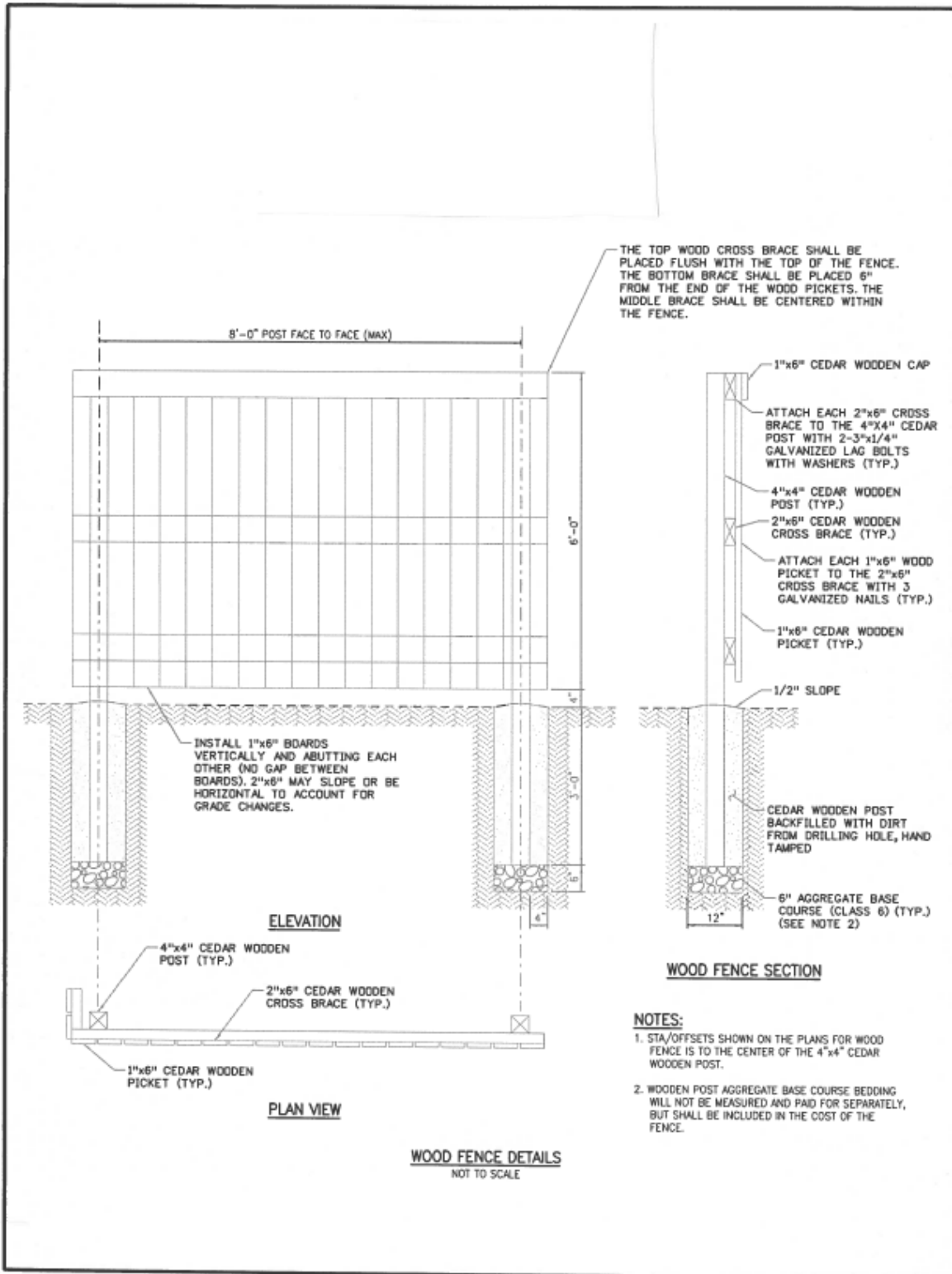


EXHIBIT N

Detail of Privacy Fence





Request for Town Council Action

Date: November 20, 2023

Submitted By: Christine Brookshire, Finance Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.567.2 - 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, Mary Lou Brown & Christine Brookshire

EXECUTIVE SUMMARY

This item is a revision to the 2023 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year's budget are submitted to Council for consideration several times per year. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. For supplemental amendments, additional revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue
General Fund	\$ (135,651)	\$ 89,349
Cultural Fund	392,851	349,700
Recreation Fund	205,000	111,000
Public Improvement Fund	955,941	215,941
Capital Renewal and Replacement Reserve Fund	-	5,000,000
Stormwater Fund	2,476,348	7,206,348
Information Technology Fund	185,136	-
Total all funds	\$ 4,079,625	\$12,972,338

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.567.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.567.2 on second reading.

ORDINANCE NO. 1.567.2, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2023 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2023 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

2023 Revised Budget Ordinance 1.567.2

1st Reading

November 6, 2023

2nd Reading

November 20, 2023

	Revision	2023 Revised Budget
General Fund		
Beginning fund balance		\$ 28,097,655
Revenue		78,440,153
Revenue revision	89,349	89,349
Total revised revenue		78,529,502
Total available		106,627,157
Expenditures		75,128,207
Supplemental appropriation	(135,651)	
Total expenditure revision		(135,651)
Total revised expenditures		74,992,556
Ending fund balance		\$ 31,634,601
Cultural Fund		
Beginning fund balance		\$ 2,606,238
Revenue		5,961,545
Revenue revision	349,700	349,700
Total revised revenue		6,311,245
Total available		8,917,483
Expenditures		6,634,863
Supplemental appropriation	392,851	
Total expenditure revisions		392,851
Total revised expenditures		7,027,714
Ending fund balance		\$ 1,889,769

2023 Revised Budget Ordinance 1.567.2

1st Reading

November 6, 2023

2nd Reading

November 20, 2023

	Revision	2023 Revised Budget
Recreation Fund		
Beginning fund balance		\$ 2,777,778
Revenue		10,335,891
Revenue revision	111,000	111,000
Total revised revenue		10,446,891
Total available		13,224,669
Expenditures		11,008,028
Supplemental appropriation	205,000	
Total expenditure revisions		205,000
Total revised expenditures		11,213,028
Ending fund balance		\$ 2,011,641
Public Improvements Fund		
Beginning fund balance		\$ 55,589,837
Revenue		25,868,895
Revenue revision	215,941	215,941
Total revised revenue		26,084,836
Total available		81,674,673
Expenditures		70,096,342
Supplemental appropriation	955,941	
Total expenditure revisions		955,941
Total revised expenditures		71,052,283
Ending fund balance		\$ 10,622,390

2023 Revised Budget Ordinance 1.567.2

1st Reading

November 6, 2023

2nd Reading

November 20, 2023

	Revision	2023 Revised Budget
Capital Renwal and Replacement Reserve Fund		
Beginning fund balance		\$ 51,777,207
Revenue		2,660,000
Revenue revision	5,000,000	5,000,000
Total revised revenue		7,660,000
Total available		59,437,207
Expenditures		8,257,085
Supplemental appropriation	-	
Total expenditure revisions		-
Total revised expenditures		8,257,085
Ending fund balance		\$ 51,180,122
Stormwater Utility Fund		
Beginning fund balance		\$ 2,797,053
Revenue		8,612,300
Revenue revision	7,206,348	7,206,348
Total revised revenue		15,818,648
Total available		18,615,701
Expenditures		16,125,182
Supplemental appropriation	2,476,348	
Total expenditure revisions		2,476,348
Total revised expenditures		18,601,530
Ending fund balance		\$ 14,171

2023 Revised Budget Ordinance 1.567.2

1st Reading

November 6, 2023

2nd Reading

November 20, 2023

	Revision	2023 Revised Budget
Technology Management Fund		
Beginning fund balance		\$ 941,680
Revenue		5,209,383
Revenue revision	-	-
Total revised revenue		5,209,383
Total available		6,151,063
Expenditures		5,181,033
Supplemental appropriation	185,136	
Total expenditure revisions		185,136
Total revised expenditures		5,366,169
Ending fund balance		\$ 784,894

Town of Parker**Exhibit A****Summary of Revisions to 2023 Budget Ordinance 1.567.2**

1st reading 11/06/2023

2nd reading 11/20/2023

	Supplemental Expenditures	Supplemental Revenue
General Fund	\$ (135,651)	\$ 89,349
Cultural Fund	392,851	349,700
Recreation Fund	205,000	111,000
Public Improvements Fund	955,941	215,941
Capital Renewal and Replacement Reserve Fund	-	5,000,000
Stormwater Fund	2,476,348	7,206,348
Information Technology Fund	185,136	-
Total all funds	<u>\$ 4,079,625</u>	<u>\$ 12,972,338</u>

Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.2

1st reading 11/06/2023

2nd reading 11/20/2023

Expenditures**General Fund**

Jordan/Cedar Gulch Traffic Signal	(225,000)
Grayshift program - grant funded	50,703
TruNarc - Portable Drug Analyzer	38,646

Total General Fund expenditure supplemental revision	-\$135,651
---	-------------------

Cultural Fund

Increase expense for Adult Dance Musice	11,000
Increase expense for Youth Dance/Music	25,000
Increase expense for Youth Science	19,000
Increase expense for Bank Charges - credit card fees for Active, Spektrix and Aloha	42,851
Increase expense for Third Party Ticket Sales	295,000

Total Cultural Fund expenditure supplemental revision	\$392,851
--	------------------

Recreation Fund

Increase expense for R&M Software expense line for registration software	20,000
Increase expense for Program Services - Youth	150,000
Increase expense for Program Services	35,000

Total Recreation Fund expenditure supplemental revision	\$205,000
--	------------------

Public Improvements Fund

Bradbury Ranch Drive emergency culvert repair	350,000
Mainstreet/Jordan Improvements - Southwest corner improvements	165,000
Becket Drive acquisition and rebuilding	215,941
Jordan/Cedar Gulch Traffic Signal	225,000

Total Public Improvements Fund expenditure supplemental revision	\$955,941
---	------------------

Stormwater Utility Fund

West Stroh Gulch at Anthology North	2,476,348
-------------------------------------	-----------

Total Stormwater Utility Fund expenditure supplemental revision	\$2,476,348
--	--------------------

Technology Services Fund

Axon software license 2022 payment	185,136
Total Technology Services Fund expenditure supplemental revision	\$185,136

Total expenditure supplemental revision	\$4,079,625
--	--------------------

Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.2

1st reading 11/06/2023

2nd reading 11/20/2023

Revenues

General Fund

Grant funding for TruNarc and Grayshift	89,349
---	--------

Total General Fund revenue supplemental revision	\$89,349
---	-----------------

Cultural Fund

Increase revenue for Adult Dance	12,700
Increase revenue for Youth Science	10,600
Increase revenue for Youth Art	31,400
Increase revenue for Third Party Ticket Sales	295,000

Total Cultural Fund revenue supplemental revision	\$349,700
--	------------------

Recreation Fund

Increase revenue for Fieldhouse-Sports Instructions	66,000
Increase revenue for Youth Programs	45,000

Total Recreation Fund revenue supplemental revision	\$111,000
--	------------------

Public Improvement Fund

Becket & Woodman Drive Connection	215,941
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Total Public Improvement Fund revenue supplemental revision	\$215,941
--	------------------

Capital Renewal and Replacement Reserve Fund

Downtown Parking Garage	5,000,000
-------------------------	-----------

Total Capital Renewal and Replacement Reserve Fund revenue supplemental revision	\$5,000,000
---	--------------------

Stormwater Utility Fund

Developer Contributions for Stormwater projects	7,206,348
---	-----------

Total Stormwater Utility Fund revenue supplemental revision	\$7,206,348
--	--------------------

Total revenue supplemental revision	\$12,972,338
--	---------------------



Request for Town Council Action

Date: November 20, 2023

Submitted By: Christine Brookshire, Finance Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.593 - Second Reading**
A Bill for an Ordinance to Adopt the 2024 Budget and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown & Christine Brookshire

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2024 Budget. This is the second of two public hearings on the request.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2024 Town of Parker Budget began in mid-July and was followed by a Council budget retreat on October 6, 2023 and a Council study session on October 23, 2023. The 2024 Budget was posted to the internet on Monday, October 9, 2023, in advance of the legal deadline of October 15, 2023. Tonight is the second public hearing for the 2024 Budget. The first public hearing was held on November 6, 2023.

The 2024 Budget was prepared in conjunction with seven overall guidelines:

- Meet the General Fund required cash balance percentage
- Calculate the Cultural and Recreation Fund cash balances in the same manner as the General Fund
- Sustain level of funding for community programs
- Maintain repair and maintenance programs at the current activity levels
- Plan for potential compensation study recommendations
- Fund performance pay and police officer step plans in line with other area agencies
- Contain growth in discretionary expense items

The sales tax growth rate has experienced considerable volatility from the 2021 and 2022 rates of 18.4% and 11.1%, respectively, to the 2023 projection of 4.0%. Based on this history, the sales tax growth rate for 2024 is budgeted at 5%.

In the General Fund, which is the main operational fund of the Town, expense growth is 14%

due to twelve and a half additional employees being added to the Police Department and four in Public Works, \$1.13M added in Capital Outlay, and inflationary growth in most categories.

FINANCIAL IMPACT

The 2024 budget sets the appropriation levels for the Town.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.593

RECOMMENDED MOTION

I move to approve Ordinance No. 1.593 on second reading.

ORDINANCE NO. 1.593, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2024 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2024 was presented by the Town Administrator on October 6, 2023, October 23, 2023, and November 13, 2023; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 6, 2023, and November 20, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2024 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

Exhibit A
Town of Parker
2024 Budget

General Fund

Beginning Fund Balance	\$	34,532,407
Revenues		80,896,476
Expenditures		90,961,810
Ending Fund Balance	\$	24,467,073

Conservation Trust Fund

Beginning Fund Balance	\$	493,382
Revenues		729,500
Expenditures		844,800
Ending Fund Balance	\$	378,082

Parks and Recreation Fund

Beginning Fund Balance	\$	19,236,354
Revenues		14,091,376
Expenditures		9,980,553
Ending Fund Balance	\$	23,347,177

Cultural Fund

Beginning Fund Balance	\$	2,361,604
Revenues		7,861,083
Expenditures		8,177,992
Ending Fund Balance	\$	2,044,695

Recreation Fund

Beginning Fund Balance	\$	2,286,924
Revenues		11,218,060
Expenditures		10,979,629
Ending Fund Balance	\$	2,525,355

Public Improvements Fund

Beginning Fund Balance	\$	14,612,559
Revenues		49,196,437
Expenditures		50,785,000
Ending Fund Balance	\$	13,023,996

Excise Tax Fund

Beginning Fund Balance	\$ 25,103,511
Revenues	8,750,000
Expenditures	24,160,000
Ending Fund Balance	<u>\$ 9,693,511</u>

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 52,870,122
Revenues	9,225,000
Expenditures	39,700,000
Ending Fund Balance	<u>\$ 22,395,122</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,284
Revenues	250
Expenditures	-
Ending Fund Balance	<u>\$ 7,534</u>

General Government Facilities Impact Fees Fund

Beginning Fund Balance	\$ 10,864
Revenues	375
Expenditures	-
Ending Fund Balance	<u>\$ 11,239</u>

Police Facility Impact Fees Fund

Beginning Fund Balance	\$ 11,037
Revenues	375
Expenditures	-
Ending Fund Balance	<u>\$ 11,412</u>

Court Facility Impact Fees Fund

Beginning Fund Balance	\$ 1,028
Revenues	30
Expenditures	-
Ending Fund Balance	<u>\$ 1,058</u>

Hess Ranch Fund

Beginning Fund Balance	\$ 203,271
Revenues	45,000
Expenditures	-
Ending Fund Balance	<u>\$ 248,271</u>

Cherry Creek South Metro District

Beginning Fund Balance	\$	127
Revenues		5
Expenditures		-
Ending Fund Balance	\$	132

General Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		13,942,946
Expenditures		13,942,946
Ending Fund Balance	\$	-

Recreation Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		1,587,644
Expenditures		1,587,644
Ending Fund Balance	\$	-

Stormwater Utility Fund

Beginning Fund Balance	\$	820,740
Revenues		9,865,000
Expenditures		9,503,534
Ending Fund Balance	\$	1,182,206

Fleet Services Fund

Beginning Fund Balance	\$	3,253,446
Revenues		3,649,021
Expenditures		3,197,259
Ending Fund Balance	\$	3,705,208

Technology Management Fund

Beginning Fund Balance	\$	1,220,868
Revenues		5,693,451
Expenditures		5,605,993
Ending Fund Balance	\$	1,308,326

Facility Services Fund

Beginning Fund Balance	\$	246,752
Revenues		1,865,622
Expenditures		1,561,514
Ending Fund Balance	\$	550,860

Medical Benefits Fund

Beginning Fund Balance	\$	3,626,372
Revenues		4,469,500
Expenditures		4,542,000
Ending Fund Balance	\$	3,553,872