



PARKER AUTHORITY FOR REINVESTMENT AGENDA
June 3, 2024
Immediately following the Adjournment of the Town Council Meeting

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

- **December 11, 2023**

3. PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)

4. RESOLUTIONS

A. RESOLUTION NO. 2024-01

A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required By the Colorado Open Meetings Law

Staff: Weldy Feazell, Director

B. RESOLUTION NO. 2024-02

A Resolution of the Parker Authority for Reinvestment Approving the Amendment to Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC

Staff: Weldy Feazell, Director

5. ADJOURNMENT

**PARKER AUTHORITY FOR REINVESTMENT
MINUTES
DECEMBER 11, 2023**

CALL TO ORDER AND ROLL CALL

Chair Jeff Toborg called the meeting to order at 4:30 p.m. All members were present.

APPROVAL OF MINUTES

Joshua Rivero moved to approve the June 5, 2023 minutes.

Brandi Wilks seconded the motion.

A voice 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.

PUBLIC COMMENTS

None.

PUBLIC HEARINGS

A. RESOLUTION NO. 2023-04

**A Resolution to Adopt the Revised Budget for the Parker Authority for Reinvestment
and to Make Appropriations for the Same**

Staff: Weldy Feazell, Director

Chair Toborg opened the public hearing at 4:31 p.m.

This item is a revision to the 2023 Annual Budget. Details of the revision are listed as Exhibit A to the Resolution. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. The only revision was for a \$5,000,000 contribution from PAR to the Town of Parker for the downtown parking structure.

Public Comments: None

Chair Toborg closed the Public Hearing at 4:33 p.m.

Joshua Rivero moved to approve Resolution 2023-04.

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.

B. RESOLUTION NO. 2023-05

A Resolution to Adopt the 2024 Parker Authority for Reinvestment Budget

Staff: Weldy Fezell, Director

Chair Toborg opened the Public Hearing at 4:33 p.m.

The Parker Authority for Reinvestment (PAR) 2024 Budget is presented in summary, followed by a breakdown for the three taxing districts. The PAR 2024 budget reflects ongoing revenue growth; however, the repeal of the Gallagher amendment in 2020 paved the way for reduced residential assessment rates. The state legislature reduced the assessment rates for certain property types, including commercial and multi-family residential, by varying amounts between 2022 and 2024. Additionally, it is unclear if there will be any impact on the property tax increment as a result of the Governor's call for a special session. While commercial properties make up the bulk of the three tax districts, reduced assessment rates across the board will have an impact on revenues.

Major activities for the 2024 budget include the continuation of the infrastructure and placemaking projects for which financing was obtained in 2020. The Pilgrim's Place sidewalk project is continuing in the Parker Central Area. The Cottonwood Urban Renewal area has several CIP projects in the budget for 2024 for roadway improvements to Beckett Drive and several regional stormwater improvement projects. Individual project costs are budgeted in the Town's Public Improvement Fund using the loan proceeds that were transferred to the Town from PAR.

Public Comments: None.

Chair Toborg closed the Public Hearing at 4:36 p.m.

Brandi Wilks moved to approve Resolution No. 2023-05.

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.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 4:37 p.m.

Anne Barrington seconded the motion.

A voice 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.

Susan L. Irvine, Deputy Clerk

Jeff Toborg, Chair



Request for Authority Board Action

Date: June 3, 2024
Submitted By: Weldy Fezell, Director
Reviewed By: Michelle Kivela, Executive Director
Title: **RESOLUTION NO. 2024-01**
A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required By the Colorado Open Meetings Law
Staff: **Weldy Fezell, Director**

EXECUTIVE SUMMARY

The Parker Authority for Reinvestment Board (PAR) designates a public location for posting meeting notices annually, as required by state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PAR is required by the Colorado Open Meetings Law to set the public posting location for meeting notices. This resolution designates <https://parkerco.gov> as the posting location for all PAR meeting notices. PAR may also post at the Town Hall or on PAR social media accounts. If there is a known outage or an emergency meeting, PAR will post a physical notice on the bulletin board at Town Hall.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. PAR Resolution No. 2024-01

RECOMMENDED MOTION

I move to approve Resolution No. 2024-01.

PAR RESOLUTION NO. 2024-01

TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PARKER AUTHORITY FOR REINVESTMENT, AS FOLLOWS:

Section 1.

The Board of Commissioners of the Parker Authority for Reinvestment (PAR), in compliance with C.R.S. § 24-6-402(2)(c) of the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* hereby designates the Town of Parker website at <https://parkerco.gov> as the official place for posting notices. PAR may additionally post notices at the Town Hall of the Town of Parker, and any PAR social media accounts. If there is a known outage or an emergency meeting, the Town may post a physical notice at the Town Hall of the Town of Parker.

RESOLVED AND PASSED this ____ day of _____, 2024

Jeff Toborg, Chair

ATTEST:

By: _____
Chris Vanderpool, Clerk



Request for Authority Board Action

Date: June 3, 2024
Submitted By: Weldy Feazell, Director
Reviewed By: Michelle Kivela, Executive Director
Title: **RESOLUTION NO. 2024-02**
A Resolution of the Parker Authority for Reinvestment Approving the Amendment to Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC
Staff: **Weldy Feazell, Director**

EXECUTIVE SUMMARY

The purpose of this agenda item is to correct the legal description for the Pine Curve property by amending the Development and Financing Agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 7, 2022, the Town Council and the Parker Authority for Reinvestment (“PAR”) approved the Development and Financing Agreement with CD-Parker, LLC, which addressed the development of the Town Parcels, including the Pine Curve property. The legal description for the Pine Curve parcel, which was included in the Development Agreement, contains minor errors. These errors do not affect the size or shape of the Pine Curve parcel but nonetheless, result in the legal description of the Pine Curve parcel not fully closing. Correcting the legal description necessitates an amendment to the Development Agreement.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. PAR Resolution No. 2024-02

RECOMMENDED MOTION

I move to approve Resolution No. 2024-02.

PAR RESOLUTION NO. 2024-02

TITLE: A RESOLUTION OF THE PARKER AUTHORITY FOR REINVESTMENT APPROVING THE AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE TOWN OF PARKER, THE PARKER AUTHORITY FOR REINVESTMENT, AND CD-PARKER, LLC

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment that:

Section 1. The Amendment to Development Agreement between the Town of Parker (“Town”), Parker Authority for Reinvestment (“PAR”), and CD-Parker, LLC (the “Developer”), attached hereto as **Exhibit A**, is hereby approved, and the Chairman of the Parker Authority for Reinvestment is hereby authorized to execute the same on behalf of PAR.

RESOLVED AND PASSED this _____ day of _____, 2024.

Jeff Toborg, Chair

ATTEST:

By: _____
Chris Vanderpool, Clerk

EXHIBIT A

AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT (“**Amendment**”) is made effective as of _____, 2024 (the “**Effective Date**”), by and among the TOWN OF PARKER, a Colorado municipal corporation (the “**Town**”), the PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“**PAR**”), and CD-PARKER, LLC, a Colorado limited liability company (“**Developer**”) (collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, the Town, PAR, and Developer are parties to that certain Development and Financing Agreement (“**DF Agreement**”) effective as of November 7, 2022, which was recorded November 8, 2022, at Ref# 2022071737 in the real estate records of the Clerk and Recorder for Douglas County, Colorado (the “**Records**”).

WHEREAS, by Bargain and Sale Deed dated December 12, 2022, which was recorded December 15, 2022, at Ref# 2022077010 in the Records (the “**Original Deed**”), the Town conveyed certain real property to Developer as described in Exhibit A to the Original Deed.

WHEREAS, the property described in Exhibit A to the Original Deed is referred to in the DF Agreement as Parcel A and is legally described in Exhibit A-1 to the DF Agreement utilizing the same legal description as contained in Exhibit A to the Original Deed.

WHEREAS, the Parties have determined that the legal description of Parcel A as described in Exhibit A to the Original Deed and in Exhibit A-1 to the DF Agreement contains minor errors not affecting the size or shape of the property intended by the parties to be conveyed but nonetheless resulting in the legal description of the property not fully closing.

WHEREAS, the parties desire to correct the legal description errors in Exhibit A to the Original Deed and in Exhibit A-1 to the DF Agreement by (i) replacing Exhibit A-1 to the DF Agreement with Revised Exhibit A-1 attached hereto; (ii) having the Town deliver a Bargain and Sale Deed to Developer in the form attached hereto as Exhibit B (the “**Town Corrective Deed**”); and (iii) having Developer deliver to the Town a Bargain and Sale Deed in the form attached hereto as Exhibit C (the “**Developer Corrective Deed**”).

NOW, THEREFORE, the Parties agree to amend the DF Agreement as follows:

1. Exhibit A-1 to the DF Agreement is replaced in its entirety with Revised Exhibit A-1 attached hereto.
2. Any property that was originally encompassed within Exhibit A-1 to the DF Agreement but that is not encompassed within the Revised Exhibit A-1 attached hereto is hereby released from and is no longer subject to the DF Agreement.
3. All provisions of the DF Agreement, including Exhibits thereto, that refer to Parcel A shall be deemed to refer to Parcel A as described in Revised Exhibit A-1.

4. Promptly following execution of this Amendment, the Town shall deliver the executed Town Corrective Deed to Developer, and Developer shall then deliver the executed Developer Corrective Deed to the Town.
5. The Town shall cause this Amendment, the Town Corrective Deed, and the Developer Corrective Deed to be recorded in the Records.
6. Promptly following recording of the Amendment, the Town Corrective Deed, and the Developer Corrective Deed, the Town shall cause Fidelity National Title to issue a date down endorsement of the Title Policy issued to Developer pursuant to Fidelity National Title file number 100-N0040040-020-JY, and the Town shall pay the cost of the endorsement.
7. Developer warrants to the Town and to PAR that Developer has not assigned the DF Agreement or any portion thereof to any other person or entity and that Developer has the full right and authority to enter into this Amendment without any requirement of approval by any other person or entity.
8. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Amendment. This Amendment may not be signed electronically nor may this Amendment be delivered by facsimile transmission or electronic mail. The Parties shall exchange original (wet) signature documents.
9. The Parties hereby ratify, reaffirm, and restate the terms of the DF Agreement as modified by this Amendment.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF the Parties have caused this Amendment of Development and Financing Agreement to be executed and to be effective as of the Effective Date first stated above.

TOWN:

TOWN OF PARKER,
a Colorado municipal corporation

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

PAR:

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an
urban renewal authority under the laws of the State of Colorado

By: _____
Jeff Toborg, Chair

ATTEST:

Chris Vanderpool, Town Clerk

DEVELOPER:

CD-PARKER, LLC,
a Colorado limited liability company

By: Confluence Companies, LLC, a Colorado
limited liability company, its Manager

By: _____
Anthony De Simone, Manager

REVISED EXHIBIT A-1

Town Property

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

ATTACHMENT TO REVISED EXHIBIT A-1

Parcel A Pine Curve Property Legal Description

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 160.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.60 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 67°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 218.86 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

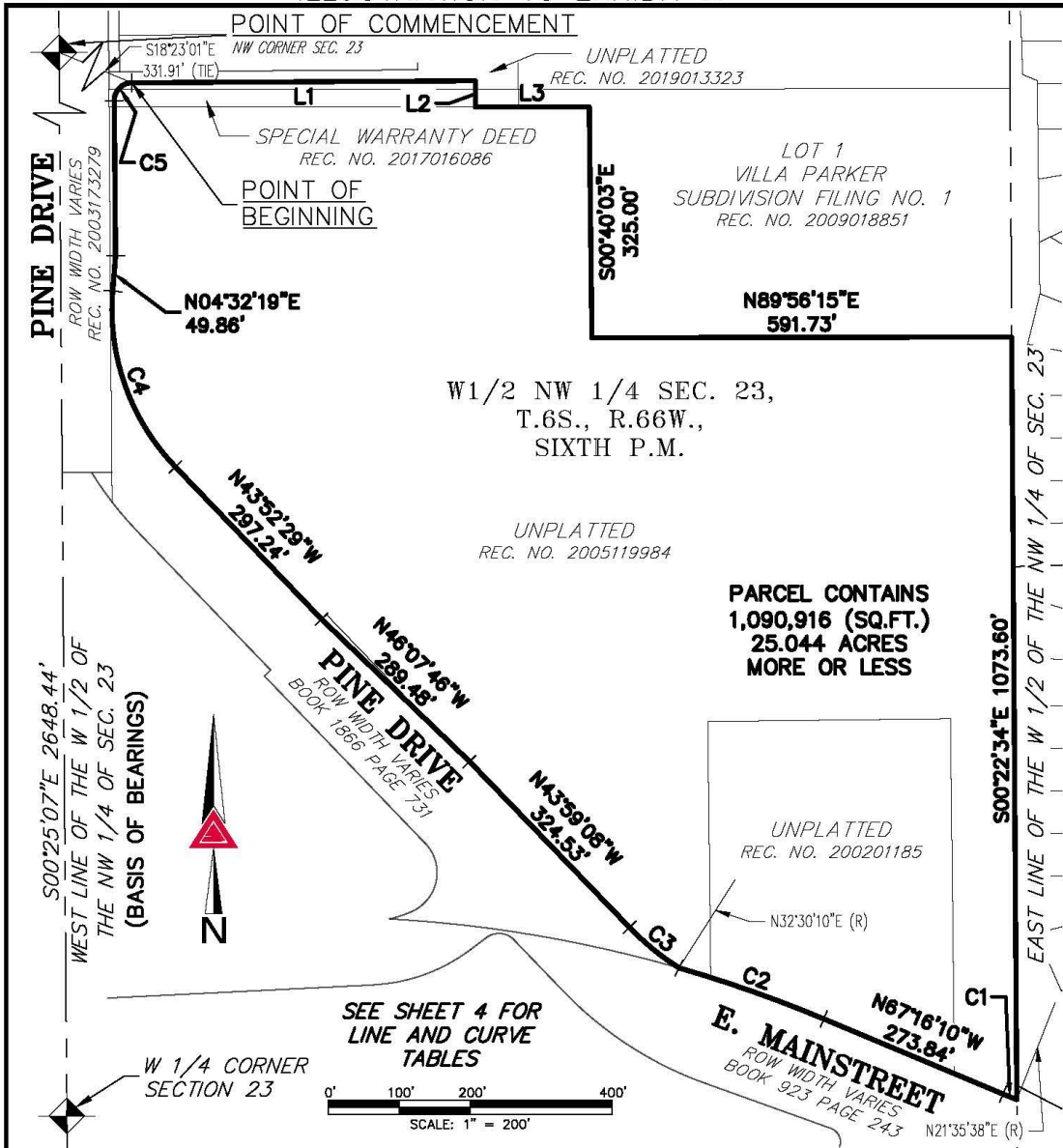
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



PATH: Q:\24922-10\DWG\EXHIBITS\
 DWG NAME: OVERALL_BNDY.DWG
 DWG: KDS CHK: JRW
 DATE: 06/29/2022
 SCALE: 1" = 200'

AZTEC
 CONSULTANTS, INC.

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

PINE CURVE PROPERTY
W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
PARKER, COLORADO
 JOB NUMBER 24922-10 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°08'12"	1050.00'	20.83'
C2	6°42'22"	1850.00'	216.53'
C3	13°30'42"	383.00'	90.32'
C4	48°24'48"	320.00'	270.39'
C5	90°07'12"	25.00'	39.32'

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


PATH: Q:24922-10\DWG\EXHIBITS\ DWG NAME: OVERALL_BNDY.DWG DWG: KDS CHK: JRW DATE: 06/29/2022 SCALE: N/A	 <small>300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</small>	PINE CURVE PROPERTY W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M. PARKER, COLORADO <small>JOB NUMBER 24922-10 4 OF 4 SHEETS</small>
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EXHIBIT A
TO
BARGAIN AND SALE DEED
Legal Description
of
Parcel A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
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ILLUSTRATION TO EXHIBIT A

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 DATE: 06/29/2022
 SCALE: N/A



PINE CURVE PROPERTY
W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
PARKER, COLORADO
 JOB NUMBER 24922-10 4 OF 4 SHEETS

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

Taxes and Assessments for the year 2022 and subsequent years.

Reservations made by the Union Pacific Railway Company in deed recorded November 13, 1899 in Book 23 at Page 479; old Arapahoe County records, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same; and any and all assignments thereof or interests therein. By instrument recorded May 16, 1964 in Book 157 at Page 77, the Union Pacific Railway Company relinquished its rights to enter upon or damage the surface of the land.

Easements as granted in Quit Claim Deed to the Town of Parker recorded April 5, 2001 at Reception No.2001028199.

Request for Notification of Surface Development as recorded May 16, 2002 at Reception No.2002047486.

The effect of Rezoning Map for Kime II as recorded November 1, 2002 at Reception No. 2002115900 and Kime II Annexation Map recorded November 1, 2002 at Reception No. 2002115898.

The effect of the Final Right of Way Plat for Pine Drive as recorded December 8, 2003 at Reception No. 2003173279.

The effect of the following Ordinances by the Town of Parker, as follows: Ordinance No. 2.148 recorded February 27, 2004 at Reception No. 2004020748.

Ordinance No. 2.149 recorded February 27, 2004 at Reception No. 2004020749.

Ordinance No. 2.139 recorded November 1, 2002 at Reception No. 2002115897.

Ordinance No. 3.200 recorded November 1, 2002 at Reception No. 2002115899

The effect of Mainstreet and Pine Drive Annexation Map recorded February 27, 2004 at Reception No.2004020750

Terms, conditions, provisions, agreements and obligations contained in the Order for Inclusion as set forth below:

Recording Date: March 05, 2020

Recording No.: Reception No.2020015690

Terms, conditions, provisions, agreements contained in the Development and Financing Agreement as set forth below:

Recording Date: November 8, 2022

Recording No: Reception No. 2022071737

Terms, conditions, provisions, agreements contained in the Amendment of Development and Financing Agreement as set forth below:

Recording Date: _____, 2024

Recording No: Reception No. _____

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

Post-Closing Covenant

Article I. **Intent as to Covenant.** Grantee hereby agrees that certain Property, as defined in the Development and Financing Agreement dated November 7, 2022, recorded November 8, 2022 at Ref# 2022071737, as amended by the Amendment to Development Agreement dated _____, 2024 recorded _____, 2024, at Ref# _____ (the “**Development Agreement**”), has been conveyed to Grantee pursuant to Bargain and Sale Deeds (the “**Deeds**”) that incorporate this Post-Closing Covenant (“**Post-Closing Covenant**”) and that each such conveyance is accepted by Grantee subject to and upon the following express terms, covenants, conditions, and restrictions that impose both a burden and an equitable servitude upon each “**Parcel**”, as described in the Development Agreement, that run with the land and that are made for the benefit of Grantor and Grantor’s successors and assigns. This Post-Closing Covenant shall be binding upon Grantee and Grantee’s successors and assigns acquiring title to all or any portion of the Property.

Article II. **Covenant Against Encumbrances.** Grantee covenants and agrees that Grantee will not convey a Parcel or any interest in a Parcel, including any lien, deed of trust or other financing interest, and will not encumber a Parcel in any way beyond the Permitted Exceptions listed in the Deed for such respective Parcel, prior to (i) obtaining all required Governmental Approvals for such Parcel and (ii) having readily available funds or obtaining a Financing Commitment for construction of the Project on the respective Parcel, as further defined below. Any conveyance or encumbrance that is granted or recorded in violation of this Post-Closing Covenant shall be null and void and in all circumstances subordinate to Grantor’s rights under this Post-Closing Covenant.

Article III. **Covenant to Obtain Governmental Approvals.** With respect to each Parcel, Grantee covenants and agrees that Grantee will use commercially reasonable efforts to obtain all required Governmental Approvals, as defined herein, for such Parcel (the “**Covenant to Obtain Governmental Approvals**”).

Section 3.01 **Obtaining Government Approvals.** For each Parcel, Grantee agrees diligently to pursue, on or before the performance deadline specified in the Development Agreement for satisfaction of the Covenant to Obtain Governmental Approvals for such Parcel (the “**Compliance Deadline**”), all Governmental Approvals (as such term is defined in the Development Agreement) in order for Grantee to construct the project on such respective Parcel as described in the Development Agreement (the “**Project**”).

Section 3.02 **Repurchase Option for Failure to Satisfy the Release Requirements for the Covenant to Obtain Governmental Approvals.** If Grantee fails to obtain all required Governmental Approvals on or before the Compliance Deadline for any Parcel (the “**Governmental Approvals Repurchase Event**”), the Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this Post-Closing Covenant is still effective, upon the terms and conditions set forth below (the

“Governmental Approvals Repurchase Option”); provided however that Grantee shall have thirty (30) days following receipt of notice from Grantor of said failure to cure and to meet the applicable Compliance Deadline. If Grantee cures within said thirty (30) day period, then Grantor’s Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate.

Section 3.03 Exercise of Governmental Approvals Repurchase Option. Grantor shall have the right to exercise Grantor’s Governmental Approvals Repurchase Option due to Grantee’s failure to meet an applicable Compliance Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee’s cure period and expiring ninety (90) days thereafter. If during such 90-day period either (a) Grantee obtains all Governmental Approvals prior to the time of Grantor’s exercise of Grantor’s Governmental Approvals Repurchase Option, or (b) Grantor’s notice to Grantee is not timely given, then Grantor’s right to exercise the Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Governmental Approvals Repurchase Option with respect to such Compliance Deadline has terminated. Grantor’s confirmation of termination, if required, shall include the legal description of the Parcel(s) subject to Grantor’s Governmental Approvals Repurchase Option with respect to such Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

Section 3.04 Governmental Approvals Repurchase Option Price. The **“Governmental Approvals Repurchase Option Price”** shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer’s overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

Section 3.05 Closing of Governmental Approvals Repurchase Event Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor’s Governmental Approvals Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the applicable Parcel(s), in accordance with the terms of this Post-Closing Covenant and the additional terms set forth on Addendum 1 attached hereto and incorporated herein by reference (the **“Purchase and Sale Terms”**).

Section 3.06 Termination of Covenant. Grantor’s Governmental Approvals Repurchase Option shall terminate with regard to a Parcel upon Grantee’s demonstration that Grantee has obtained all required Governmental Approvals for such Parcel. Thereafter, within ten (10) business days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor’s Governmental Approvals Repurchase Option has terminated with respect to the applicable Parcel Compliance Deadline. The

acknowledgement shall include the legal description of the Parcel or Parcels subject to Grantor's Governmental Approvals Repurchase Option with respect to the applicable Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

Section 3.07 Delays Caused by Town. If Grantee is unable to meet a Compliance Deadline because of delays in obtaining the Governmental Approvals caused by the Town, as such delays are more particularly described and defined in the Development Agreement, then the date by which the Grantee shall be required to meet such Compliance Deadline, and the date by which Grantor shall be permitted to exercise the Governmental Approvals Repurchase Option because of Grantee's failure to meet such Compliance Deadline, shall be extended for a period of time equal to the length of said delay or delays.

Article IV. Covenant to Commence Construction. Grantee covenants and agrees to (i) not commence construction on a Parcel unless and until Grantee has either readily available funds or a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel; (ii) to commence construction, as defined below, of the Project on such Parcel in accordance with the Development Agreement and Governmental Approvals on or before the construction commencement deadline specified in the Development Agreement for such Parcel ("**Commencement Deadline**"); and (iii) to proceed diligently with construction in a good and workmanlike manner until completion in accordance with the Development Agreement and Governmental Approvals for such Parcel, subject only to Force Majeure (as defined below).

Section 4.01 Repurchase Option for Failure to Satisfy the Covenant to Commence Construction of the Project. If a "**Construction Repurchase Event**" (defined below) occurs, Grantor shall have the right to repurchase each and every Parcel conveyed by Grantor to Grantee upon which this covenant is still effective, upon the terms and conditions set forth below (the "**Construction Repurchase Option**").

Section 4.02 Construction Repurchase Event. With respect to each Parcel, the "**Construction Repurchase Event**" shall mean the Grantee shall not have commenced construction of the Project on such Parcel prior to the Commencement Deadline applicable to such Parcel. Grantee shall be deemed to have commenced construction on a Parcel at such time as installation of the footings and foundations for the building(s) on the Parcel have been commenced in accordance with the plans for the Project on such Parcel approved under the Governmental Approvals. Grantee shall have a thirty (30) day cure period from receipt of notice from Grantor of Grantee's failure to meet such Commencement Deadline, and if Grantee commences construction and cures within such thirty (30) day cure period, then Grantor's Construction Repurchase Option with respect to such Construction Repurchase Event shall terminate.

Section 4.03 Exercise of Construction Repurchase Option. Grantor shall have the right to exercise the Construction Repurchase Option due to Grantee's failure to meet a Commencement Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's applicable 30-day cure

period and expiring ninety (90) days thereafter. If (i) during such 90-day period, construction is commenced prior to the time of Grantor's exercise of the Construction Repurchase Option, or (ii) Grantor's written notice is not given to Grantee on or before the expiration of the 90-day period, then Grantor's right to exercise the Construction Repurchase Option due to the occurrence of the Construction Repurchase Event shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Construction Repurchase Option has terminated. Grantor's confirmation of termination if required, shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

Section 4.04 Construction Repurchase Option Price. The "**Construction Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the applicable Parcel(s) from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

Section 4.05 Closing of Construction Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Construction Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the Property, in accordance with the terms of this Post-Closing Covenant and the Purchase and Sale Terms set forth on Addendum 1 attached hereto and incorporated herein by reference.

Section 4.06 Termination of Covenant. Grantor's Construction Repurchase Option shall terminate with regard to a Parcel upon Grantee's demonstration that Grantee has: (i) obtained all required Governmental Approvals, (ii) has readily available funds or has obtained a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on such Parcel, and (iii) commenced construction of the Project prior to the Commencement Deadline. Thereafter, within ten (10) days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Construction Repurchase Option have terminated with regard to the applicable Parcel. Such confirmation shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

Section 4.07 Force Majeure. If Grantee is unable to meet the Commencement Deadline because of delays due to unforeseeable causes beyond the reasonable control of Grantee, such as, but not limited to, acts of God, strikes, work stoppages, civil unrest, terrorism, extraordinary weather conditions, governmental actions, or fire or other casualty, then the date by which the Grantee shall be required to meet the Commencement Deadline, and the date by which Grantor shall be required to exercise the Repurchase Option because

of Grantee's failure to meet such Commencement Deadline, shall be extended for a period of time equal to the length of said delay or delays.

Section 4.08 Additional Remedies. In addition to the remedies specifically described herein, in the event of any breach of this Post-Closing Covenant, Grantor shall be entitled to pursue all remedies available to Grantor at law or in equity, including without limitation specific performance, injunctive relief, both mandatory and prohibitory, and direct damages, provided that in no event may Grantor seek or be awarded consequential or punitive damages.

[END OF EXHIBIT B-2]

ADDENDUM 1
TO
EXHIBIT B-2 TO
BARGAIN AND SALE DEED

**Purchase and Sale Terms
for Repurchase Options**

1. **Parties.** For the purchase and sale of the Property, the parties shall be Grantor as “**Buyer**” and the record owner of the Property (Grantee or Grantee’s successor or assign, as applicable) as “**Seller**”.

Article V. **Effective Date.** The effective date (“**Effective Date**”) of the agreement for sale and purchase of the Property between Buyer and Seller shall be the date Buyer delivers written notice to Seller that Buyer is exercising Buyer’s Governmental Approvals Repurchase Option and/or Construction Repurchase Option (referred in context herein as the “**Option**”).

Article VI. **Closing.** Closing of the Option shall be conducted through a title insurance company and escrow agent to be designated by Buyer as provided below (the “**Closing**”). The Closing shall occur on the first business day that is at least ninety (90) calendar days after the Effective Date, or such earlier date as is agreed to by Seller and Buyer.

Article VII. **Conveyance.** At Closing Seller shall sell, assign, and convey the Property to Buyer by statutory form of bargain and sale deed together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances then owned or thereafter acquired by Seller, subject only to the “**Permitted Exceptions**” as defined below.

Article VIII. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the applicable Parcel(s) by Buyer, but not including soft costs or Buyer’s overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvements on the Property.

Article IX. **Inspection Period.** Buyer shall have a period of forty-five (45) days following the Effective Date (the “**Inspection Period**”) to conduct such investigations of the Property and title to the Property as Buyer shall deem necessary, and Buyer shall be given reasonable access to the Property for such investigations. At any time prior to the expiration of the Inspection Period, Buyer may terminate the exercise of its Option by delivering notice to Seller of such termination. Buyer’s delivery of such notice shall constitute a waiver and termination of Buyer’s right to exercise Buyer’s Option with respect to the Governmental Approvals Repurchase Event and/or Construction Repurchase Event that triggered Buyer’s Option, as a result of which Buyer and Seller shall be relieved of all obligations for purchase and sale of the Property hereunder arising out of such Governmental Approvals Repurchase Event and/or Construction Repurchase Event.

Article X. **Title Insurance and Permitted Exceptions.** In Buyer's notice exercising Buyer's Option, Buyer shall designate the title insurance company and escrow agent to facilitate the transaction (the "**Title Company**"). Buyer and Seller shall execute such reasonable and customary documentation with the Title Company as shall be required by the Title Company to facilitate the transaction. Within ten (10) days of Buyer delivering to Seller a notice of exercise of Buyer's Option, Seller shall order a title insurance commitment (the "**Commitment**") from the Title Company for the issuance at Closing of an ALTA Owner's Policy utilizing the then current form of ALTA Owner's Policy of title insurance and shall cause the Title Company to deliver the Commitment to Buyer and to make available to Buyer copies of all documents listed as exceptions to insured title in the Commitment. Buyer shall have such investigation and termination rights with respect to title matters as are provided in Section 6 above. If Buyer does not terminate its Option prior to the expiration of the Inspection Period, then title shall be conveyed to Buyer at Closing subject to all matters listed as exceptions in the Commitment except for any monetary encumbrances or liens (the "**Permitted Exceptions**"). It shall be the obligation of Seller to remove all monetary encumbrances or liens created by, through, or under Seller from the Property prior to Closing, and if they are not so removed, then the Title Company is authorized to use Purchase Price funds delivered by Buyer to satisfy and remove such monetary encumbrances or liens and Seller shall remain responsible post-closing for any deficiency. At Closing, the Title Company shall deliver the Title Policy to Buyer, or commit to deliver it promptly after Closing, subject only to the Permitted Exceptions. All costs of the Commitment and the base premium for the Title Policy (excluding any endorsements requested by Buyer) shall be paid by Seller.

Article XI. **Property Condition.** The Property shall be transferred to Buyer at Closing in its "AS IS, WHERE IS" condition as of the date of Closing, but such transfer shall not relieve Seller of any obligation imposed by applicable law or governmental regulation to remedy or remediate any environmental condition or other condition at the Property that are not in compliance with applicable law or governmental regulation as of the date of Closing.

Article XII. **Seller Covenants.** Seller covenants that between the delivery date of Buyer's notice exercising Buyer's Option and the date of Closing, Seller will not convey the Property or any interest in the Property to any person, will not encumber the Property beyond the Permitted Exceptions, and will not commit or permit contamination or impairment of the Property or waste or deterioration of improvements on the Property.

Article XIII. **Closing Actions.** All documents customarily required for Closing shall be provided to the Title Company by Seller and Buyer, including without limitation the Deed, closing instructions, deed of trust releases, other lien releases, signed settlement statements, and such affidavits and indemnities as the Title Company reasonably shall require to close the transaction and issue the Title Policy in accordance with the Commitment. Buyer shall deliver the Purchase Price to the Title Company for Closing in readily available funds. The Title Company shall prepare Buyer's and Seller's Settlement Statements. There shall not be any proration of expenses or taxes for the Property. Seller shall be responsible for the payment of all property taxes and assessments incurred or assessed, or to be incurred or assessed, with respect to any period of Seller's ownership of the Property. All taxes and assessments may be paid by the Title Company out of Purchase Price proceeds if not paid prior to Closing, and Seller shall remain responsible post-closing for any deficiency. All monetary encumbrances or liens upon the Property, including any claim of mechanics lien, whether or not disputed by Seller, may be paid and satisfied by Title Company out

of Purchase Price proceeds if not paid or satisfied by Seller prior to Closing, and Seller shall remain responsible post-closing for any deficiency. Upon Closing, the Title Company shall record the Deed, shall process and record all releases of monetary liens on the Property existing prior to Closing, and shall deliver all documents required to be delivered to Seller and Buyer in accordance with these Purchase and Sale Terms and local custom. The Title Company shall be designated as the real estate reporting person for preparing and filing such forms as shall be required to be filed with the Internal Revenue Service in connection with the transaction and the Closing.

Article XIV. **Time and Dates.** Time is of the essence of these Purchase and Sale Terms and Seller's and Buyer's obligations hereunder. A "business day" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in these Purchase and Sale Terms for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

Article XV. **Notices.** All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or on the immediately following business day after deposit for overnight delivery with an overnight courier service providing national overnight delivery services. Notices may not be delivered by email or facsimile.

If to the Town of Parker:
Town of Parker
Attn: Town Manager
Attn: Town Attorney
20120 East Mainstreet
Parker, Colorado 80138

If to Grantee: to the address of the owner of the Property as contained in the property tax records of the County Assessor of Douglas County, Colorado at the time the notice is given.

Article XVI. **Governing Law.** This agreement shall be governed by the laws of the State of Colorado.

Article XVII. **Waiver of Jury Trial.** IN ANY PROCEEDING TO ENFORCE THE TERMS OF THE POST-CLOSING COVENANT OR THESE PURCHASE AND SALE TERMS OR TO OBTAIN ANY REMEDY PROVIDED FOR THEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

Article XVIII. **Further Acts.** Each party agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of the sale and purchase of the Property hereunder.

EXHIBIT C

Form of Developer Corrective Deed

After Recording Return To:
Chris Vanderpool, Town Clerk
Town of Parker
20120 E Mainstreet
Parker, Colorado 80138

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that CD-Parker, LLC, a Colorado limited liability company (“**Grantor**”), whose address is 430 Indiana Street, Suite 200, Golden, Colorado 80401, for valuable consideration in hand paid, hereby sell(s) and convey(s) to the Town of Parker, a Colorado home rule municipal corporation (“**Grantee**”), whose address is 20120 E Mainstreet, Parker, Colorado 80138, the following real property in the Town of Parker, County of Douglas and State of Colorado, with all its appurtenances, to wit:

All of the real property, with all its appurtenances, that is encompassed within the property legally described in Exhibit B attached hereto but that is not encompassed within the property legally described in Exhibit A attached hereto.

For the avoidance of any doubt, the purpose of this deed is to correct certain errors in the legal description of the real property conveyed to Grantor by Grantee pursuant to that certain Bargain and Sale Deed recorded December 15, 2022 at Reception No. 2022077010 in the real property records of Douglas County, Colorado. Immediately prior to the recording of this deed, Grantee has conveyed to Grantor the real property described on Exhibit A hereto, which, as provided in the foregoing paragraph, shall be retained by Grantor and is excluded from the conveyance hereunder.

Signed this ___ day of _____, 2024.

GRANTOR:

CD-Parker, LLC, a Colorado limited liability company

By: Confluence Companies, LLC, a Colorado limited liability company, its Manager

By: _____
Anthony De Simone, Manager

**EXHIBIT A
TO
BARGAIN AND SALE DEED**

Legal Description

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 160.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.60 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 67°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 289.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 218.86 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

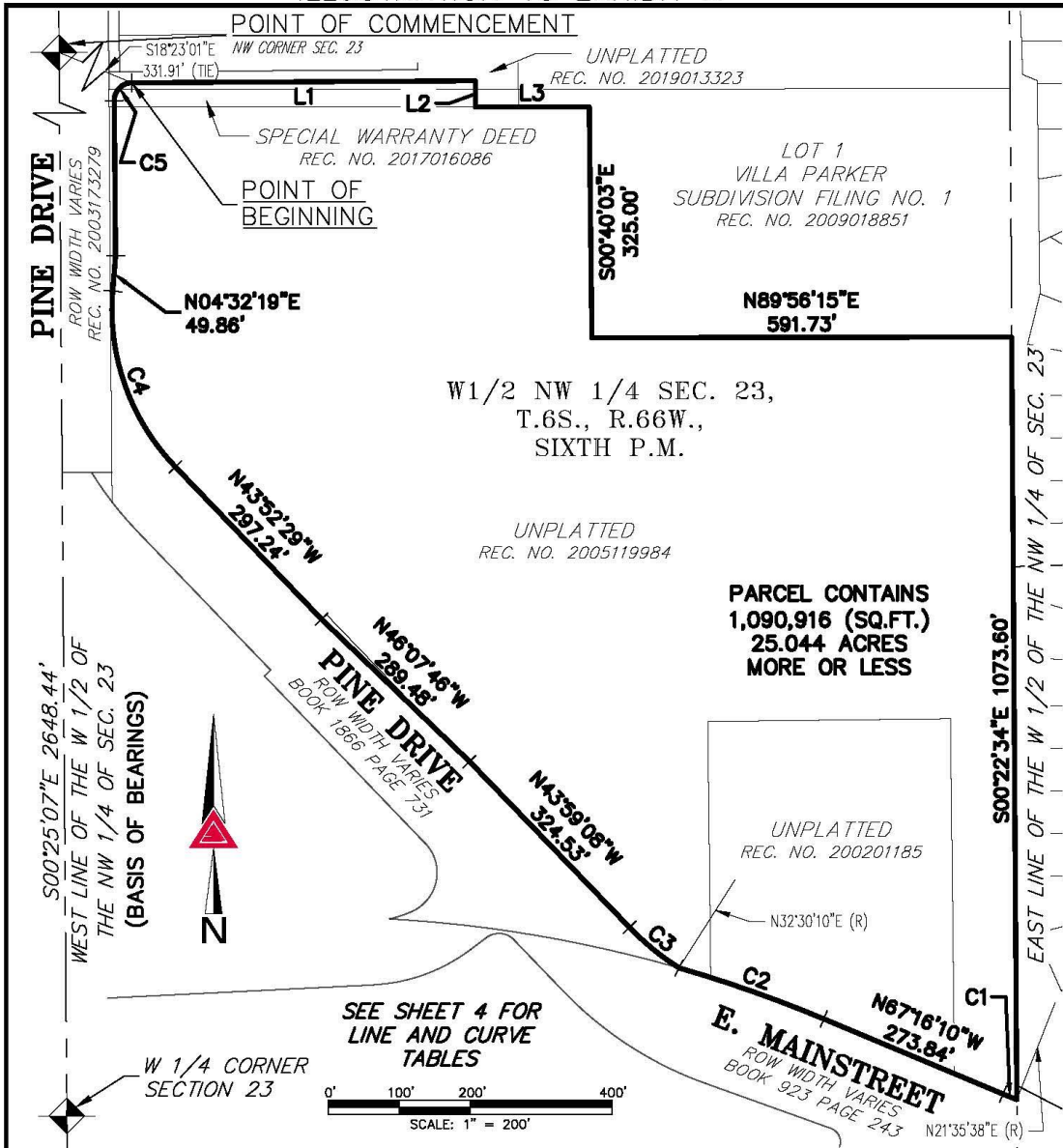
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



PATH: Q:\24922-10\DWG\EXHIBITS\
 DWG NAME: OVERALL_BNDY.DWG
 DWG: KDS CHK: JRW
 DATE: 06/29/2022
 SCALE: 1" = 200'

AZTEC
 CONSULTANTS, INC.

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

PINE CURVE PROPERTY
W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
PARKER, COLORADO
 JOB NUMBER 24922-10 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°08'12"	1050.00'	20.83'
C2	6°42'22"	1850.00'	216.53'
C3	13°30'42"	383.00'	90.32'
C4	48°24'48"	320.00'	270.39'
C5	90°07'12"	25.00'	39.32'

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

PATH: Q:24922-10\DWG\EXHIBITS\
 DWG NAME: OVERALL_BNDY.DWG
 DWG: KDS CHK: JRW
 DATE: 06/29/2022
 SCALE: N/A



PINE CURVE PROPERTY
W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
PARKER, COLORADO
 JOB NUMBER 24922-10 4 OF 4 SHEETS

EXHIBIT B
TO
BARGAIN AND SALE DEED

Legal Description

A parcel of land located in the West half of the Northwest Quarter of Section 23, Township 6 South, Range 86 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said section 23, Whence the West line of said West half bears South 00°25'7" East, a distance of 2648.44 feet with all bearings referenced herein relative thereto;

Thence South 18°23'01" East, a distance of 331.91 feet to the point of beginning;

Thence North 89°39'52" East, a distance of 484.27 feet;

Thence South 00°20'08" East, a distance of 35.86 feet to the Southerly boundary of Lot 1, Villa Parker subdivision filing No. 1 recorded at reception No. 2009018851 in the official records of the Douglas County Clerk and recorder's office said County and State;

Thence along the Southerly and Westerly boundaries of said lot 1 the following three (3) courses:

1. North 89°56'23" East, a distance of 160.08 feet;
2. South 00°40'03" East, a distance of 325.00 feet;
3. North 89°56'15" East, a distance of 591.73 feet to the East line of said West half;

Thence departing said Southerly line along said East line, South 00°22'34" East, a distance of 1,073.00 feet to the Northerly right-of-way of East main street recorded in Book 923 at Page 243 in said official records and the beginning of a non-tangent curve concave Northerly having a radius of 1.050.00 feet. The radius point of said curve bears North 21°35'38" East;

Thence along said Northerly right-of-way the following three (3) courses:

1. Departing said Easterly line, Westerly along said curve through a central angle of 01°08'12", an arc Length of 20.83 feet;
2. North 67°16'10" West, a distance of 273.84 feet to the beginning of a tangent curve concave Southerly having a radius of 1,850.00 feet;
3. Westerly along said curve through a central angle of 06°42'22", an arc length of 216.53 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 383.00 feet, the radius point of said curve bears North 32°30'10" East;

Thence departing said Northerly right-of-way, Northwesterly along said curve through a central angle of $13^{\circ}30'42''$, an arc length of 90.32 feet;

Thence North $43^{\circ}59'08''$ West, a distance of 324.53 feet;

Thence North $46^{\circ}07'46''$ West, a distance of 289.48 feet;

Thence North $43^{\circ}52'29''$ West, a distance of 297.24 feet to the beginning of a tangent curve concave Easterly having a radius of 329.09 feet;

Thence Northerly along said curve through a central angle of $48^{\circ}24'48''$, an arc length of 270.39 feet;

Thence North $04^{\circ}32'19''$ East, a distance of 49.86 feet;

Thence North $00^{\circ}27'20''$ West, a distance of 218.86 feet to the beginning of a tangent curve concave Southeasterly having a radius of 25.00 feet;

Thence Northeasterly along said curve through a central angle of $90^{\circ}07'12''$, an arc length of 39.32 feet to the point of beginning.

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