TOWN OF PARKER COUNCIL AGENDA
June 3, 2024

Notes:
Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items do not reflect lack of thought or analysis on the part of Council.

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

Public comment for items that are not on the agenda may be made in person or electronically at http://parkerCO.gov/CouncilPublicComment. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

A. 6:00 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Council Updates/Work Session - Immediately following Executive Session, if time allows.

D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - May 20, 2024

B. TANTERRA FILING NO. 1 SIA AMENDMENT NO. 1
Applicant: Chris Elliott, E6X Development
Location: South of Hess Road between Motsenbocker and Chambers Road
Department: Community Development, Stacey Nerger

C. ORDINANCE NO. 4.118 - First Reading
A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of Stroh Road from J Morgan Boulevard to Jacqueline Boulevard
Department: Engineering and Public Works, Nathan Klass
Second Reading: June 17, 2024

D. ORDINANCE NO. 5.28.35 - First Reading
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing the Town Clerk to Administratively Approve Special Events Permits
Department: Town Clerk, Chris Vanderpool
Second Reading: June 17, 2024

E. ORDINANCE NO. 9.370 - First Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement for Snow Removal and Street Sweeping for Kings Point Way By and Between City of Aurora, Colorado, and the Town of Parker
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 17, 2024

F. ORDINANCE NO. 1.617- First Reading
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Outdoor Storage II, LLC, and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 17, 2024

G. PARKER PAVILIONS
Department: Engineering and Public Works, Chris Hudson

1. RESOLUTION NO. 24-031
A Resolution Accepting the Conveyance of Real Property from BRE DDR Parker Pavilions LLC (as the Successor in Interest to JDN Intermountain Development, Parker Pavilion, LLC) and Wal-Mart Real Estate Business Trust for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively)

2. RESOLUTION NO. 24-032
A Resolution Accepting the Conveyance of Real Property from BRE DDR Parker Pavilions LLC (as the Successor in Interest to JDN Intermountain Development, Parker Pavilion, LLC) for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020)

H. RESOLUTION NO. 24-033
A Resolution to Appoint the Chair, to Appoint Members and Alternates to, and to Fill a Vacancy on, the Town of Parker Planning Commission
Department: Community Development, Bryce Matthews

I. CONTRACTS OVER $100,000

1. ePlus - Customer Master Agreement
Amount: N/A
Contractor: ePlus
Department: Information Technology, Matt Lynch

2. Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design Contract Modification
Amount: $25,749 additional for a revised contract amount of $175,749
Contractor: Merge Resources Group Ltd.
Department: Engineering and Public Works, Patrick Burke

3. Police Station Carpet Replacement Project- Phase II
Amount: $105,862.47
Contractor: Larkin and Associates/Tarkett
Department: Police Department, Ron Combs

5. PUBLIC HEARINGS

A. NEWLIN CROSSING FILING 3 *(Continued from May 6, 2024)*
Applicant: Lennar Colorado
Location: Northeast of Chambers Road and Mainstreet
Department: Community Development, Julia Duncan
Engineering and Public Works, Alex Mestdagh
TRAKiT No.: SUB22-043

1. Final Plat

2. ORDINANCE NO. 1.608 - Second Reading
A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed to Lennar Colorado, LLC, for Tract E, Newlin Crossing Filing No. 1

3. Subdivision Agreement

6. ORDINANCES

A. My Mainstreet - Correction of the Legal Description for the Pine Curve Property as Contained in the Development and Financing Agreement and Related Bargain and Sale Deed
Department: Town Attorney, Jim Maloney

1. Amendment to Development and Financing Agreement

2. **RESOLUTION NO. 24-029**
   A Resolution Accepting the Bargain and Sale Deed from CD-Parker, LLC, for the Pine Curve Property

3. **ORDINANCE NO. 1.610 - Second Reading**
   A Bill for an Ordinance Conveying Certain Real Property by Bargain and Sale Deed to CD-Parker, LLC

B. ORDINANCE NO. 9.131.1 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274)
Department: Engineering and Public Works, Alex Mestdagh

C. LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT
Department: Engineering and Public Works, Patrick Burke

1. **ORDINANCE NO. 1.611 - Second Reading**
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Vehicle Vault LLC and the Town of Parker for a Portion of Lot 4 Lincoln Meadows Filing No. 4, 1st Amendment, the Lincoln Avenue Widening Project

2. **ORDINANCE NO. 1.612 - Second Reading**
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between The Nguyen LLC and the Town of Parker a Portion of Lot 4B Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

3. **ORDINANCE NO. 1.613 - Second Reading**
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Halle Properties LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

4. **ORDINANCE NO. 1.614 - Second Reading**
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Parker Meadows LLC and the Town of Parker for a Portion of Lot 4 Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

5. **ORDINANCE NO. 1.615 - Second Reading**
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9910 MTW LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No.2, for the Lincoln Avenue Widening Project

6. **ORDINANCE NO. 1.616 - Second Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Twenty Mile Partners LLC and the Town of Parker for a Portion of Lot 4A Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

D. ORDINANCE NO. 9.371 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Hess Road and Tammy Lane
Department: Engineering and Public Works, Chris Hudson

E. ORDINANCE NO. 1.609 - Second Reading
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Walker Farms, LLC and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson

7. CONTRACTS OVER $500,000

Parker PSCO Trail Construction Contract
Amount: $777,626.75
Contractor: Powell Restoration, Inc.
Department: Parks, Recreation and Open Space, Brett Collins

8. RESOLUTIONS

RESOLUTION NO. 24-034
A Resolution to Approve the Signal Light Pad and Trail Dedication Agreement By and Between Cinsique, LLC, and the Town of Parker
Department: Engineering and Public Works, Chris Hudson

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

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

Parker Town Council

Executive Session Agenda

June 3, 2024

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

1. Follow-up on contract negotiations related to a proposed redevelopment agreement between the Town, Parker Authority for Reinvestment, and the Parker Meadows Condominium Association concerning improvements to Becket Drive, Woodman Drive and the extension of Brompton Way

TOWN OF PARKER COUNCIL
MINUTES
MAY 20, 2024

REGULAR SESSION

Mayor Jeff Toborg called the meeting to order at 7:00 p.m. All Councilmembers were present.

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

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - May 6, 2024*

B. *ORDINANCE NO. 1.610 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Bargain and Sale Deed to CD-Parker, LLC
Department: Town Attorney, Jim Maloney
Second Reading: June 3, 2024

C. *ORDINANCE NO. 9.131.1 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274)
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: June 3, 2024

D. *ORDINANCE NO. 9.371 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Hess Road and Tammy Lane
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024

E. *ORDINANCE NO. 1.609 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Walker Farms, LLC and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson
Second Reading: June 3, 2024

F. LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT

Department: Engineering and Public Works, Patrick Burke
Second Reading: June 3, 2024

1. *ORDINANCE NO. 1.611 - First Reading*
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Vehicle Vault LLC and the Town of Parker for a Portion of Lot 4 Lincoln Meadows Filing No. 4, 1st Amendment, the Lincoln Avenue Widening Project

2. *ORDINANCE NO. 1.612 - First Reading*
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between The Nguyen LLC and the Town of Parker a Portion of Lot 4B Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

3. *ORDINANCE NO. 1.613 - First Reading*
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Halle Properties LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

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   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9910 MTW LLC and the Town of Parker for a Portion of Lot 3 Lincoln Meadows Filing No.2, for the Lincoln Avenue Widening Project

6. *ORDINANCE NO. 1.616 - First Reading*
   A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Twenty Mile Partners LLC and the Town of Parker for a Portion of Lot 4A Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

G. RESOLUTION NO. 24-030

A Resolution to Approve the Employment Agreement for the Town Attorney
Department: Town Council

H. CANCEL THE JULY 1, 2024 TOWN COUNCIL MEETING AND RESCHEDULE THE MEETING FOR JULY 8, 2024

Department: Town Council

I. CONTRACTS OVER $100,000

1. *2024 Townwide Preservation Program (CIP24-002)*
   Amount: *$1,917,839.99*
   Contractor: *Vance Brothers, Inc.*
   Department: *Engineering and Public Works, John Mounier*

2. *First Amendment to Agreement for Professional Services (RFP-23-006)*
   Amount: *100,000+*
   Contractor: *Nothing But Net - Elite Basketball Coaching*
   Department: *Parks, Recreation and Open Space, Mary Colton*

J. PROCLAMATION - National Public Works Week

Joshua Rivero moved and Laura Hefta seconded to remove Consent Item 4G for further discussion.

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.

Joshua Rivero moved and Brandi Wilks seconded to approve Consent Agenda Items 4A through 4J, with the exception of 4G.

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.

Following discussion regarding item 4G and recognition of Jamie Wynn as the new Town Attorney, Joshua Rivero moved and Todd Hendreks seconded to approve Resolution No. 24-030.

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.

ORDINANCES

A. ORDINANCE NO. 3.372 – Second Reading
A Bill for an Ordinance to Repeal Title 13 of the Parker Municipal Code Except Sections 13.04.010 Through 13.04.030, Sections 13.04.050 Through 13.04.165, Section 13.04.180, and Sections 13.04.270 Through 13.04.300 and to Reenact Title 13 of the Parker Municipal Code, Except Sections 13.04.010 Through 13.04.210

Department: Community Development, Mary Munekata
Community Development, Stacey Nerger
Community Development, Bryce Matthews

This ordinance completed a major milestone in the Land Development Ordinance (LDO) Modernization Project and comprehensively updated the Town's development standards and regulations. The Parker LDO, Title 13 of the Municipal Code, contains standards and regulations that govern land use, development, and growth within the Town. The LDO's purpose is to "...preserve and promote the public health, safety and welfare of the inhabitants of the Town and the public generally and encourage and facilitate the orderly growth of and expansion of the Town." The ordinance repealed and adopted sections of the LDO that relate to general provisions, definitions, administration, land use review processes, development standards, and signs. Section 13.04, Zoning Districts, was excluded from the ordinance and will be presented at a future date in conjunction with a required Zoning Map amendment.

The LDO is an important tool to implement the vision and goals of the Parker 2035 Master Plan that guides future growth and development in the Town. The LDO Modernization Project is the first comprehensive update to the LDO since its adoption when Parker was incorporated in 1981. The new LDO incorporates modern, efficient processes and facilitates a more transparent, user-friendly, and predictable approach to growth and development for citizens, property owners, local businesses, developers and Town staff.

Public Comments: None.

Joshua Rivero moved and Brandi Wilks seconded to approve Ordinance No. 3.372 on second reading.

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. 9.369 – Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning Parker Road and Mainstreet Intersection Operational Improvements - Precon (Project # STU M039-011 (26078) (OLA # 331003200, Routing No. 24-HA1-XC-00228)
Department: Community Development, Mary Munekata
Community Development, Bryce Matthews

This ordinance established the required Intergovernmental Agreement with the Colorado Department of Transportation that enables the Town to receive a $500,000 grant for the planning and conceptual design of future improvements to the Parker Road and Mainstreet intersection and vicinity.

Public Comments: None.

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 9.369 on second reading.

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. ORDINANCE NO. 1.598 - Second Reading
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for that Certain Portion of Lot 1 and Tract A, Parker Town Hall, 3rd Amendment
Department: Engineering and Public Works, Bob Exstrom

This ordinance amended an existing easement agreement with Parker Water and Sanitation District over Town-owned property at Town Hall. The easement amendment is being requested for two new fire hydrants associated with the Town Hall expansion project.

Public Comments: None.

Laura Hefta moved and Joshua Rivero seconded to approve Ordinance No. 1.598 on second reading.

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.

D. ORDINANCE NO. 1.599 - Second Reading
A Bill for an Ordinance Conveying Certain Real Property By Easement to Parker Water and Sanitation District for a Portion of Salisbury Equestrian Park Recorded at Reception No. 2004061175, and a Portion of a Corrective Quit Claim Deed Recorded at Reception No. 2007021306, Situated in the West Half of the Northwest Quarter of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian
Department: Parks, Recreation and Open Space, Brett Collins

This ordinance vacated an existing Parker Water and Sanitation District (PWSD) easement for a well pumping and water treatment site on the Salisbury Park North property. The existing easement overlaps where future pickleball courts are proposed to be built. A new smaller easement will be granted to PWSD to accommodate their existing wellhead.

Public Comments: None.

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 1.599 on second reading.

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.

E. ORDINANCE NO. 1.606 - Second Reading
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and between Malireddy S. Reddy 2012 Irrevocable Trust and the Town of Parker for a Portion of the Quitclaim Deed Recorded at Reception No. 2013005536 Situated in the Northwest Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, concerning the Motsenbocker Road Project
Department: Engineering and Public Works, Chris Hudson

This ordinance approved the right-of-way purchase and sale agreement for the conveyance of real property necessary to construct the Dransfeldt Road extension capital improvement project. This agreement is needed for planned improvements to Motsenbocker Road.

Public Comments: None.

Brandi Wilks moved and Anne Barrington seconded to approve Ordinance No. 1.606 on second reading.

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 and Anne Barrington seconded to adjourn the meeting at 8:18 p.m.

A roll call vote was taken:
Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - no
Laura Hefta - yes

The motion was approved on a 5-1 vote with Brandi Wilks opposing.

_____ _____

Susan L. Irvine, Deputy Town Clerk Jeff Toborg, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **TANTERRA FILING NO. 1 SIA AMENDMENT NO. 1**

Applicant: **Chris Elliott, E6X Development**

Location: **South of Hess Road between Motsenbocker and Chambers Road**

Department: **Community Development, Stacey Nerger**

EXECUTIVE SUMMARY

The applicant, Tanterra Development II, is the developer of the Tanterra Filing No. 1 property located in the Anthology North Planned Development (PD). The applicant is requesting an amendment to the approved Subdivision Agreement for Filing No. 1 to extend the required completion date for the community pool and clubhouse. The subject property is located south of Hess Road, north of Stroh Road, east of the future Chambers Road and west of the existing Anthology residential neighborhood.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On February 21, 2023, the Town Council approved the Tanterra Filing No. 1 Final Plat, Subdivision Agreement (SIA), Partial Waiver, Seventh Amendment to the Amended and Restated Stroh/Hess Annexation Agreement and an Assignment and Assumption Agreement. The Final Plat for the property dedicated right-of-way for Chambers Road, Stroh Road and related collector roads to the Town, created 17 tracts for parks and open space and created six (6) tracts for future residential development. The SIA identifies the improvement requirements and milestones necessary for the development. One of the requirements is a deadline for the completion of the community pool and clubhouse. The SIA requires that the community pool and clubhouse must be completed prior to the issuance of the 750th building permit or October 31, 2025, whichever comes first.

The developer began the construction of public infrastructure in April 2023, and has been working in earnest to complete the improvements, with significant progress having been made. The developer is planning to complete the extension of Chambers Road through the site from Hess Road in the north to Stroh Road in the south and other major public improvements as well as over-lot grading for future residential development (Filing 1 Tracts) by the end of 2024.

Once the major public improvements are completed, the developer will be able to sell the residential filings to home builders for future residential development. The builders will then be able to start the construction of their residential communities, including homes and other public improvements. The developer projects that home sales will not commence until 2026. To accommodate this schedule, the developer is requesting an extension of the completion date for the community pool and clubhouse to 2028 because they believe that there will be no residents living within the subdivision at the time of the current completion date of October 31, 2025. In addition, the applicant believes that there will not be enough residents to support the operation of the community pool and clubhouse until 2028.

The applicant proposes to amend the SIA to extend the completion date for the community pool and clubhouse from October 31, 2025, to June 1, 2028, or the issuance of the 750th building permit, whichever occurs first.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

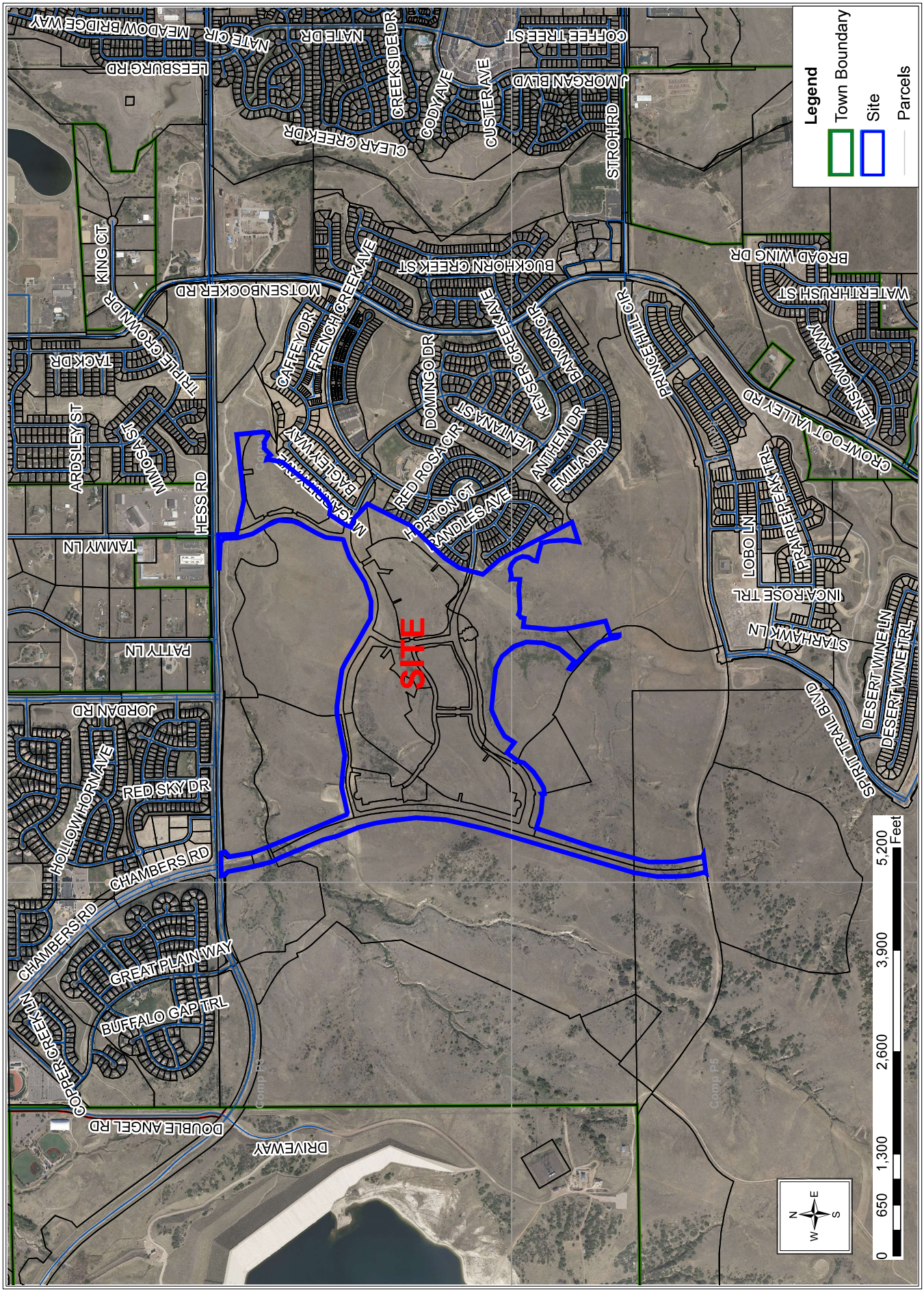
1. Vicinity Map
2. 1st Amd to Tanterra Filing No. 1 SIA

RECOMMENDED MOTION

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

Tanterra Filing No. 1

Subdivision Agreement Amendment No. 1



FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Tanterra Filing No. 1

THIS FIRST AMENDMENT is made and entered into this _____ , by and between the Town of Parker, a Colorado home-rule municipality (the "Town"), and TANTERRA DEVELOPMENT II, LLC, a Colorado limited liability company (the "Developer").

RECITALS

A. The Town and North Parker Investments, LLC (the "Owner") entered into the Subdivision Agreement for Tanterra Filing No. 1 on February 21, 2023, which is recorded in the Douglas County Real Property Records at Reception No. 2023011788 (the "Agreement").

B. The Agreement was assigned by the Owner to the Developer by that Assignment and Assumption Agreement dated February 21, 2023, which is recorded in the Douglas County Real Property Records at Reception No. 2023011825 (the "Assignment").

C. The Developer desires to enter into this First Amendment to the Agreement (the "First Amendment") in order to amend Paragraph 4.f. of the Agreement to amend the date for the completion of the pool and clubhouse.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. Paragraph 4. Specific Conditions, of the Agreement is amended to delete the stricken language and add the underlined language as follows:

4. Specific Conditions. The Developer hereby agrees that:

f. Pool & Clubhouse. Prior to the issuance of the 750th building permit for Segment 1 of Anthology North, as described in the Partial Waiver ("**Segment 1**") or ~~October 1, 2025~~June 1, 2028, whichever occurs first, the Property Owner shall construct and receive a certificate of occupancy for the pool and clubhouse to be located within the Community Park Tract on Lot 1, Tanterra Filing No. 1 (the "**Pool Improvements**"). ~~In the event the certificate of occupancy is not obtained for the Pool Improvements at the time of the 750th building permit for Segment 1 or on or before October 31, 2025, whichever occurs first, the Town's Planning Director may increase the number of building permits to be issued for Segment 1 of Anthology North to a total of 1,000 building permits, if the Planning Director, in his or her sole discretion, determines that substantial progress is being made towards completion of the Pool Improvements and that any delays in construction have been caused by matters outside of the control of the Property Owner.~~ The Town shall not issue any building permits for

Segment 1 of Anthology North after June 1, 2028, if a certificate of occupancy has not been issued for the Pool Improvements. Additionally, ~~N~~no additional building permits in excess of ~~1,000~~ 750 shall be issued for Segment 1 of Anthology North until after the certificate of occupancy has been issued for the Pool Improvements.

Section 2. The parties approve the use of electronic signatures for this First Amendment and all subsequent amendments to the Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

Section 3. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment.

[*Remainder of the page intentionally left blank*]

WHEREFORE, the parties hereto have executed this First Amendment on the day and year above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney's Office

DEVELOPER: TANTERRA DEVELOPMENT II, LLC., a Colorado limited liability company

By: E5X Management Inc., a Colorado corporation, its Manager

By: _____
Chistopher Elliott, President

Date: _____

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.118 - First Reading**
A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of Stroh Road from J Morgan Boulevard to Jacqueline Boulevard
Department: Engineering and Public Works, Nathan Klass
Second Reading: June 17, 2024

EXECUTIVE SUMMARY

The Town plans to commence construction of the widening of Stroh Road, which includes the extension of J Morgan Boulevard, in 2025. Since the widening of Stroh Road is the addition of an existing road, the Town must establish the vertical alignment, horizontal alignment, and the grade for this roadway for any developer that will be connecting to the road in the future.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to the continued development in the southern end of the Town, the widening of Stroh Road is a needed regional improvement. The Chambers Road extension to the south from Hess Road is currently underway, and once this extension is completed and connected, Stroh Road usage will increase to utilize the connection headed north.

Stroh Road will be widened to the south between J Morgan Blvd and Jaqueline Boulevard which includes two additional lanes, bike lanes, additional sidewalk and trail connections, reconstruction of the existing Stroh Road, and a new bridge over Cherry Creek. In addition to the widening of Stroh Road, the extension of J Morgan Boulevard to the south will also take place. Improvements also include a new traffic signal at the J Morgan Boulevard and Stroh Road intersection.

This ordinance establishes the vertical alignment, horizontal alignment, and vertical grade of the designated section of Stroh Road. This ordinance is being proposed so that future development that occurs adjacent to these roadways will be able to determine the vertical alignment, horizontal alignment, and vertical grade.

FINANCIAL IMPACT

Funding for the final design of this project is included in the 2024 budget, but construction funding for this roadway will be part of a future budget process.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 4.118

RECOMMENDED MOTION

I move to approve Ordinance No. 4.118 on first reading and to schedule second reading for June 17, 2024, as part of the consent agenda.

ORDINANCE NO. 4.118, Series of 2024

TITLE: A BILL FOR AN ORDINANCE ESTABLISHING THE VERTICAL AND HORIZONTAL ALIGNMENT AND THE GRADE OF STROH ROAD FROM J MORGAN BOULEVARD TO JACQUELINE BOULEVARD

WHEREAS, the Town of Parker Master Plan contains a major roadway plan for the construction of the road network that is necessary for the proper development of the Town of Parker;

WHEREAS, the major roadway plan is implemented by the capital improvements plan for roads which have been adopted by the Town of Parker;

WHEREAS, the Town of Parker adopted the "Town of Parker, Colorado Roadway Design and Construction Criteria Manual" to establish standards for the design and construction of roadways within the Town of Parker;

WHEREAS, due to the rapid growth both within and without the Town of Parker, it is necessary to design certain roadways to be developed according to the Town of Parker Master Plan;

WHEREAS, the Town of Parker has determined the proper vertical and horizontal alignment, design and grade for that portion of Stroh Road from J Morgan Boulevard to Jacqueline Boulevard, as indicated on **Exhibit A**, which is attached hereto and incorporated herein by this reference, shall be based on the consideration of several factors, including, but not limited to, roadway design requirements, topographical constraints, drainage, impact to adjacent property, the current and planned improvements to the roadways within the Town of Parker, past experience, and the intended use of those roadways identified in this Ordinance; and

WHEREAS, the alignment design and grade for that portion of Stroh Road from J Morgan Boulevard to Jacqueline Boulevard identified in this Ordinance was chosen because it meets the standards contained in the Town of Parker, Colorado Roadway Design and Construction Criteria Manual for safe travel routes based on the design speed and minimum right-of-way width for Stroh Road from J Morgan Boulevard to Jacqueline Boulevard.

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

Section 1. The Town Council of the Town of Parker hereby adopts the vertical and horizontal alignment design and grade for that portion of Stroh Road from J Morgan Boulevard to Jacqueline Boulevard, as set forth in Exhibit A.

Section 2. The Town Council of the Town of Parker directs the Director of Engineering/Public Works to ensure that a detailed survey of the area depicted in the alignment design and grade as shown on Exhibit A is on file with the Town of Parker Department of Engineering/Public Works.

Section 3. 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 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

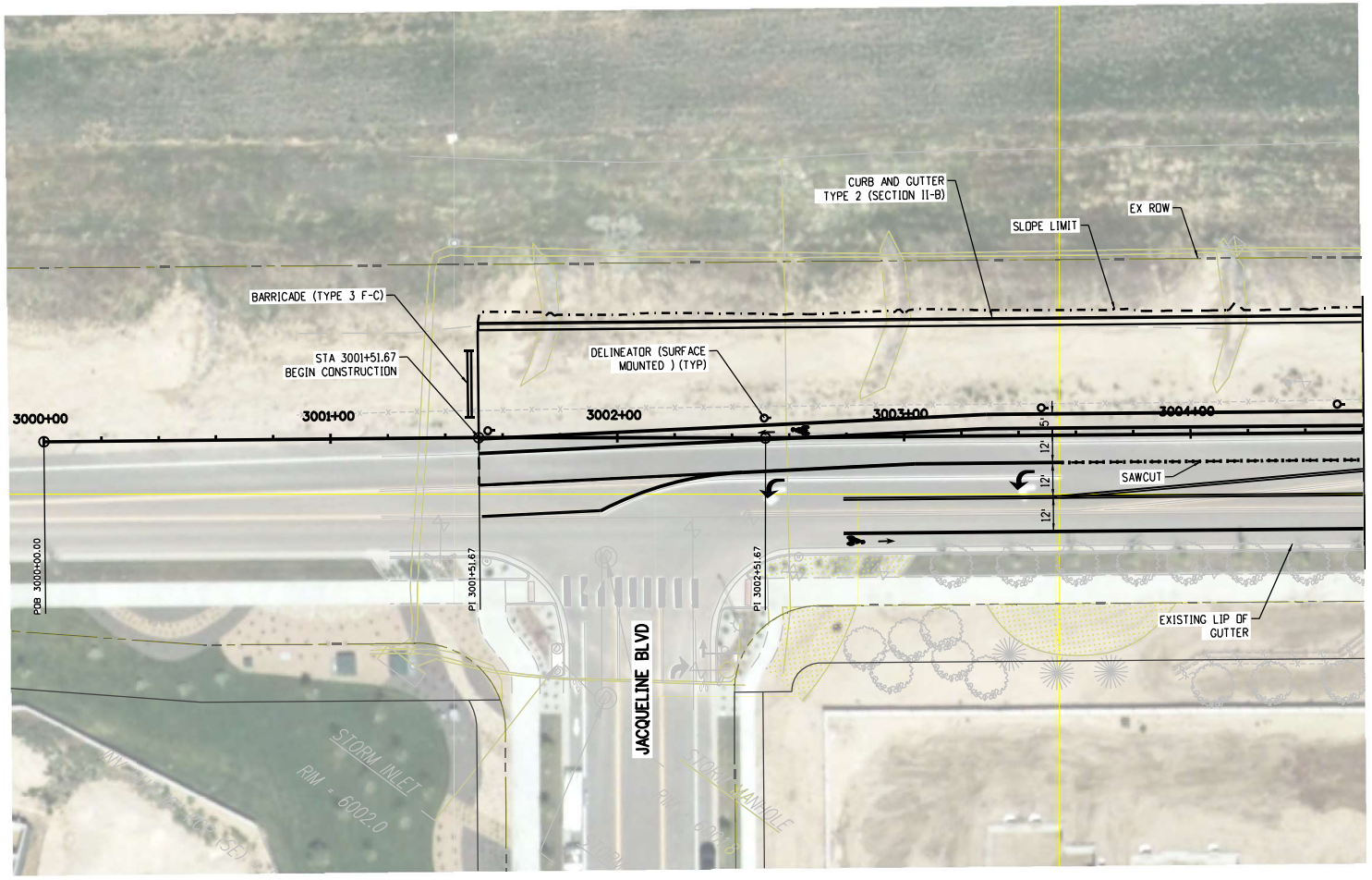
ATTEST:

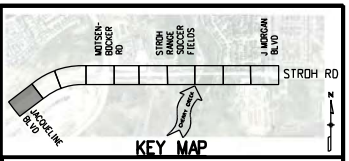
_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT A





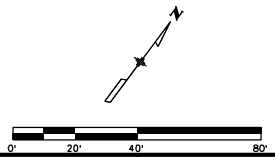
NOTES

1. SEE WALL PLANS FOR LOCATIONS AND DETAILS.
2. SEE LIGHTING AND UTILITY PLANS FOR ADDITIONAL INFORMATION.
3. SEE SIGNING & STRIPING PLANS FOR ADDITIONAL INFORMATION.
4. SEE TYPICAL ROADWAY DETAILS FOR ADDITIONAL INFORMATION.
5. SEE PAVING PLANS FOR PAVEMENT SECTIONS AND LIMITS.
6. SEE DRAINAGE PLANS FOR ADDITIONAL INFORMATION.
7. STATION AND OFFSETS ARE TO THE CENTERLINE OF TYPE 9 GUARDRAIL AND TO THE FACE OF TYPE 3 GUARDRAIL.
8. SEE CDOT STANDARD PLAN NO. M-100-1 FOR STANDARD SYMBOLS.

LEGEND:

— — · SAWCUT

AP -	ANGLE POINT
EOP -	EDGE OF PAVEMENT
GR -	GUARDRAIL
MGS -	MIDWEST GUARDRAIL SYSTEM
TRANS -	TRANSITION



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Date:	Comments	Init.

PARKER COLORADO

As Constructed	STROH ROAD WIDENING		Project No./Code
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Revised:	Designer: JRT	Structure Numbers	CIP 23-033
Void:	Detailer: JRT		Sheet Number
	Sheet Subset: PLAN	Subset Sheets: 1 of 10	

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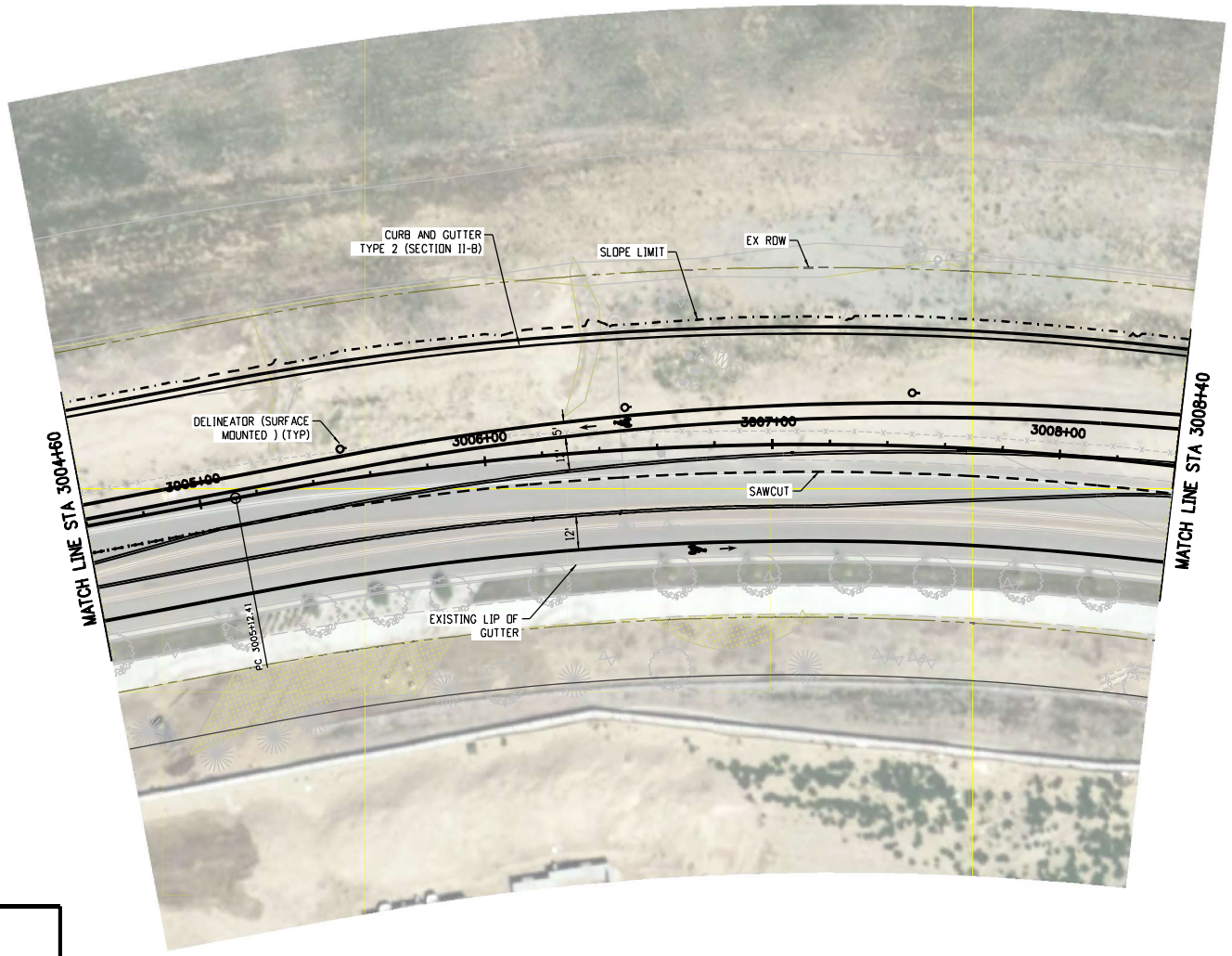

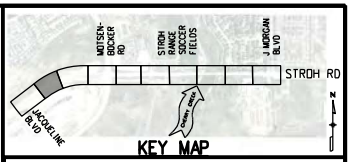

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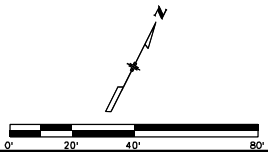

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Date:	Comments	Init.

PARKER COLORADO

As Constructed
No Revisions:
Revised:
Void:

STROH ROAD WIDENING
ROADWAY PLAN

Designer:	JRT	Structure Numbers	
Detailer:	JRT		
Sheet Subset:	PLAN	Subset Sheets:	2 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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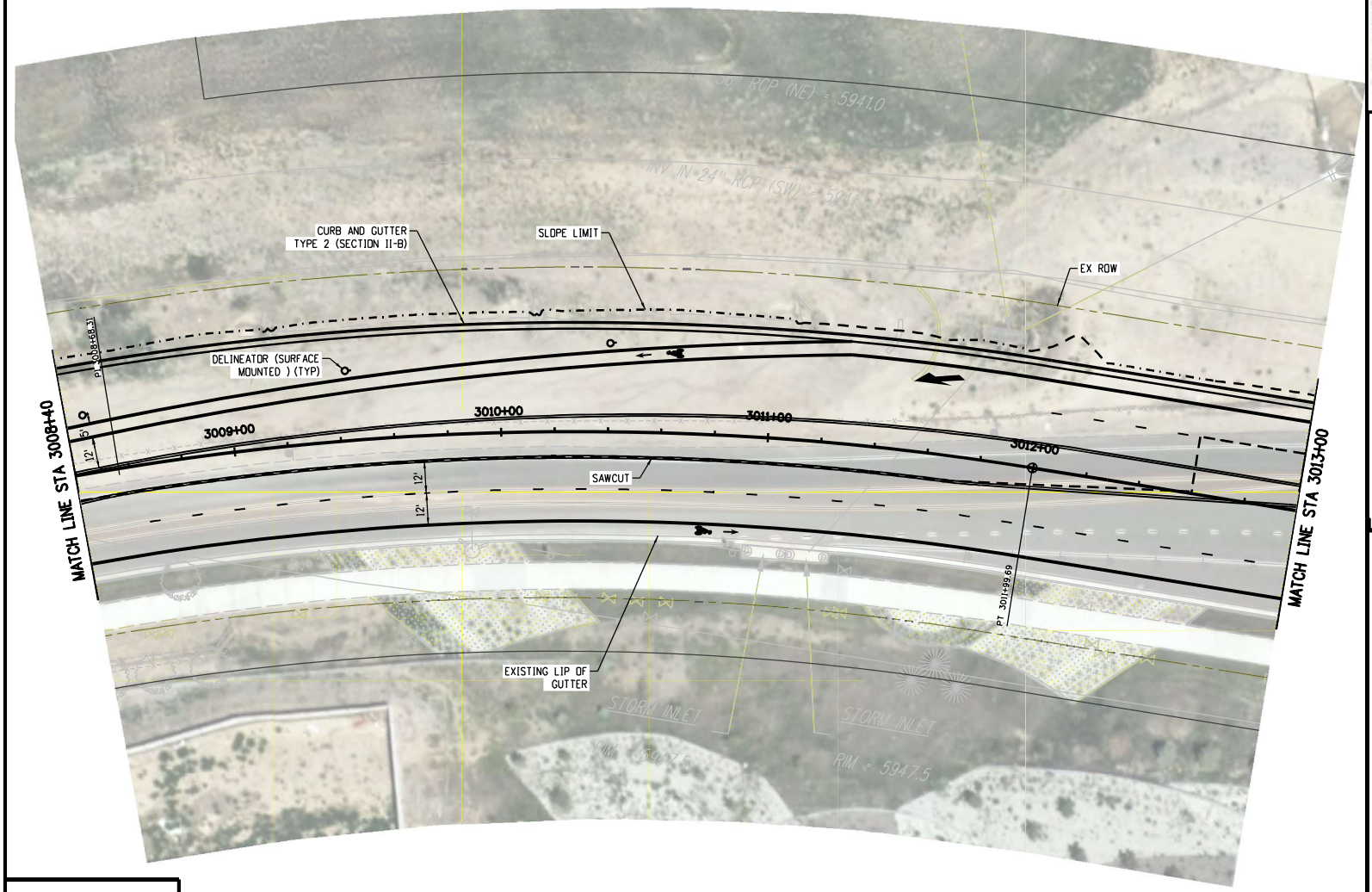

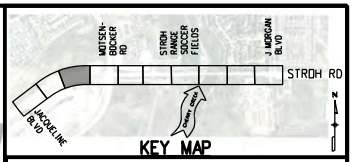

KEY MAP

NOTES

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0' 20' 40' 80'

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PARKER COLORADO

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No Revisions:
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STROH ROAD WIDENING
ROADWAY PLAN

Designer: JRT
Detailer: JRT
Sheet Subset: PLAN
Structure Numbers:
Subset Sheets: 3 of 10

Project No./Code
Town of Parker
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Sheet Number

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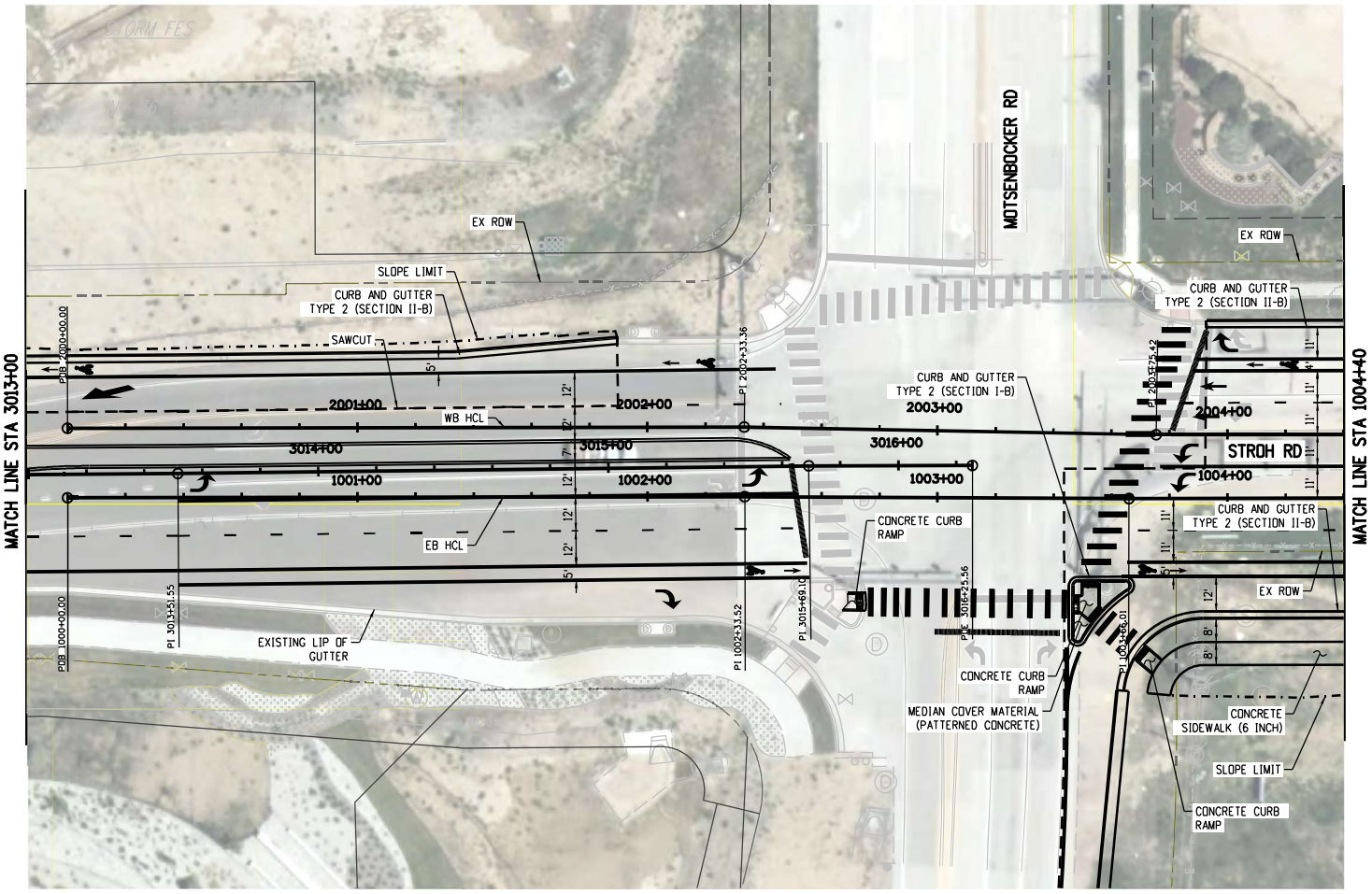

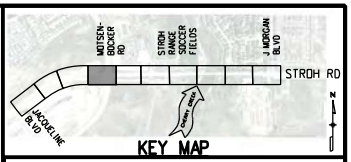

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Designer: JRT
Detailer: JRT
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CIP 23-033
Sheet Number

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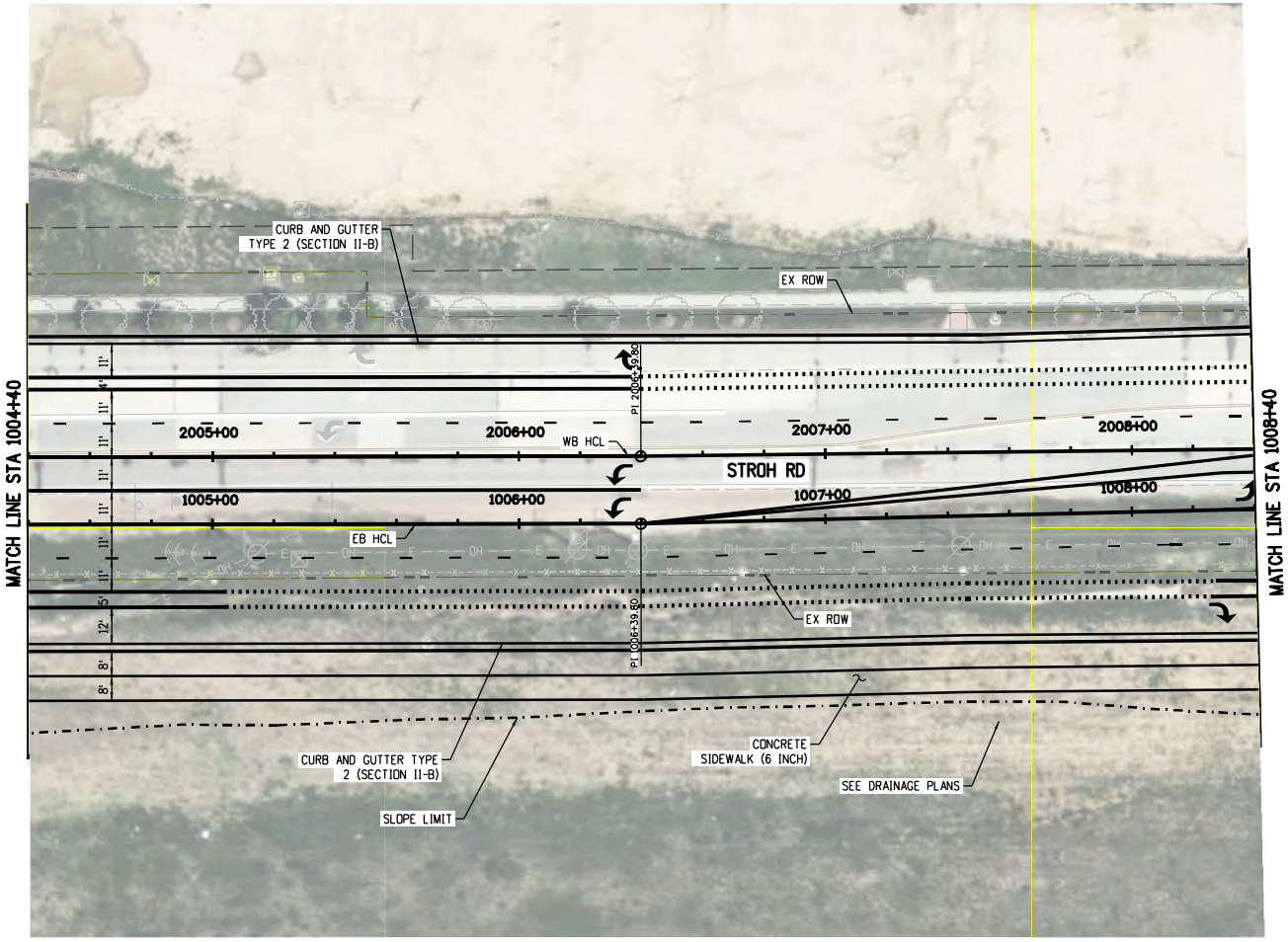

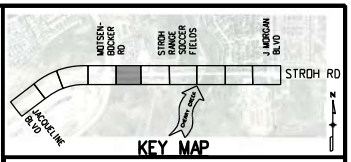

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PARKER COLORADO

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STROH ROAD WIDENING
ROADWAY PLAN

Designer: JRT
Detailer: JRT
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Structure Numbers:
Subset Sheets: 5 of 10

Project No./Code
Town of Parker
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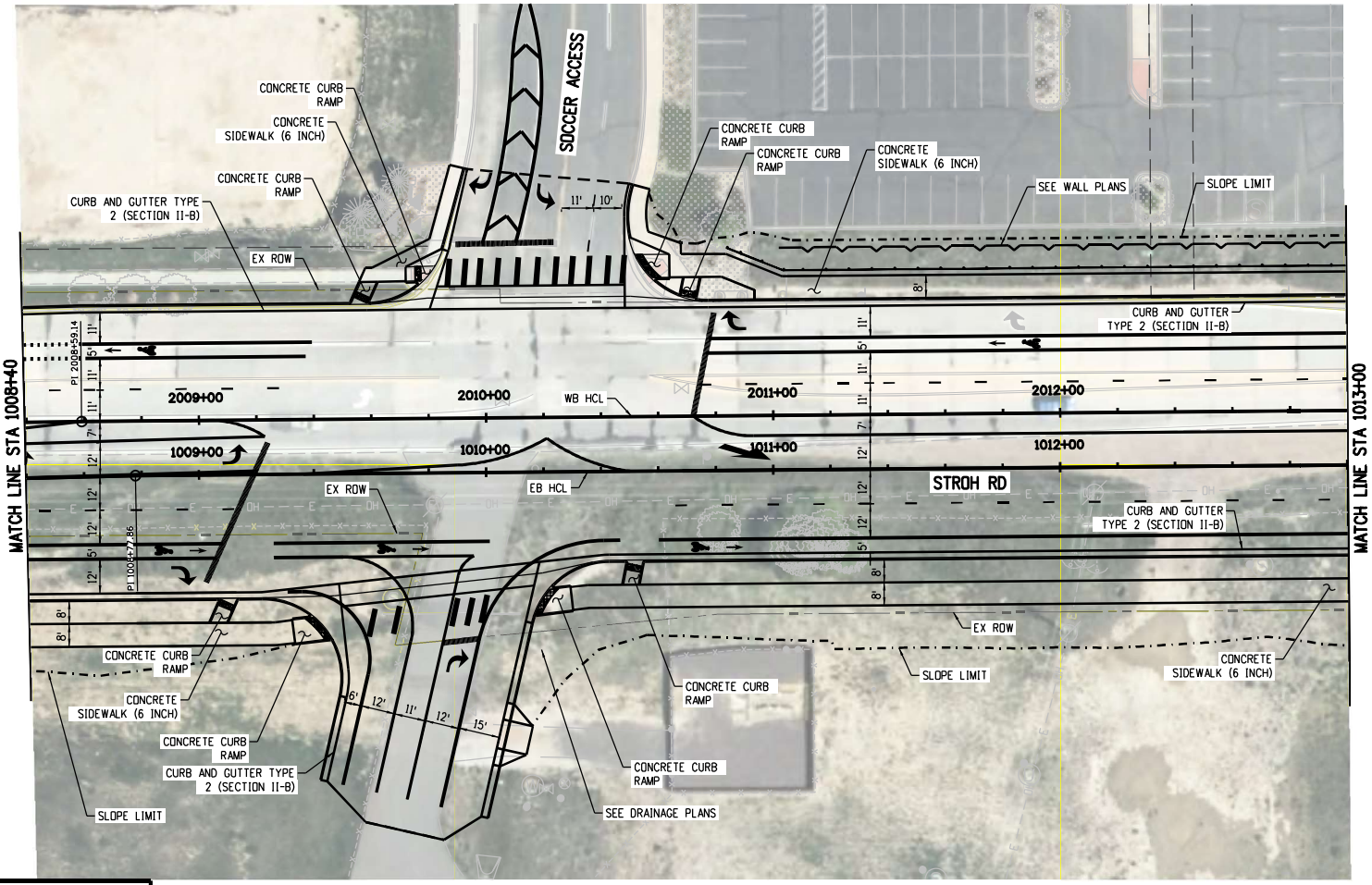

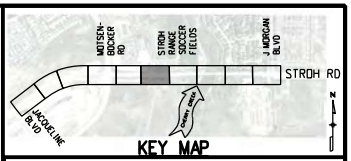

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Sheet Revisions		
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PARKER COLORADO

As Constructed
No Revisions:
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Void:

STROH ROAD WIDENING
ROADWAY PLAN

Designer: JRT
Detailer: JRT
Sheet Subset: PLAN
Structure Numbers
Subset Sheets: 6 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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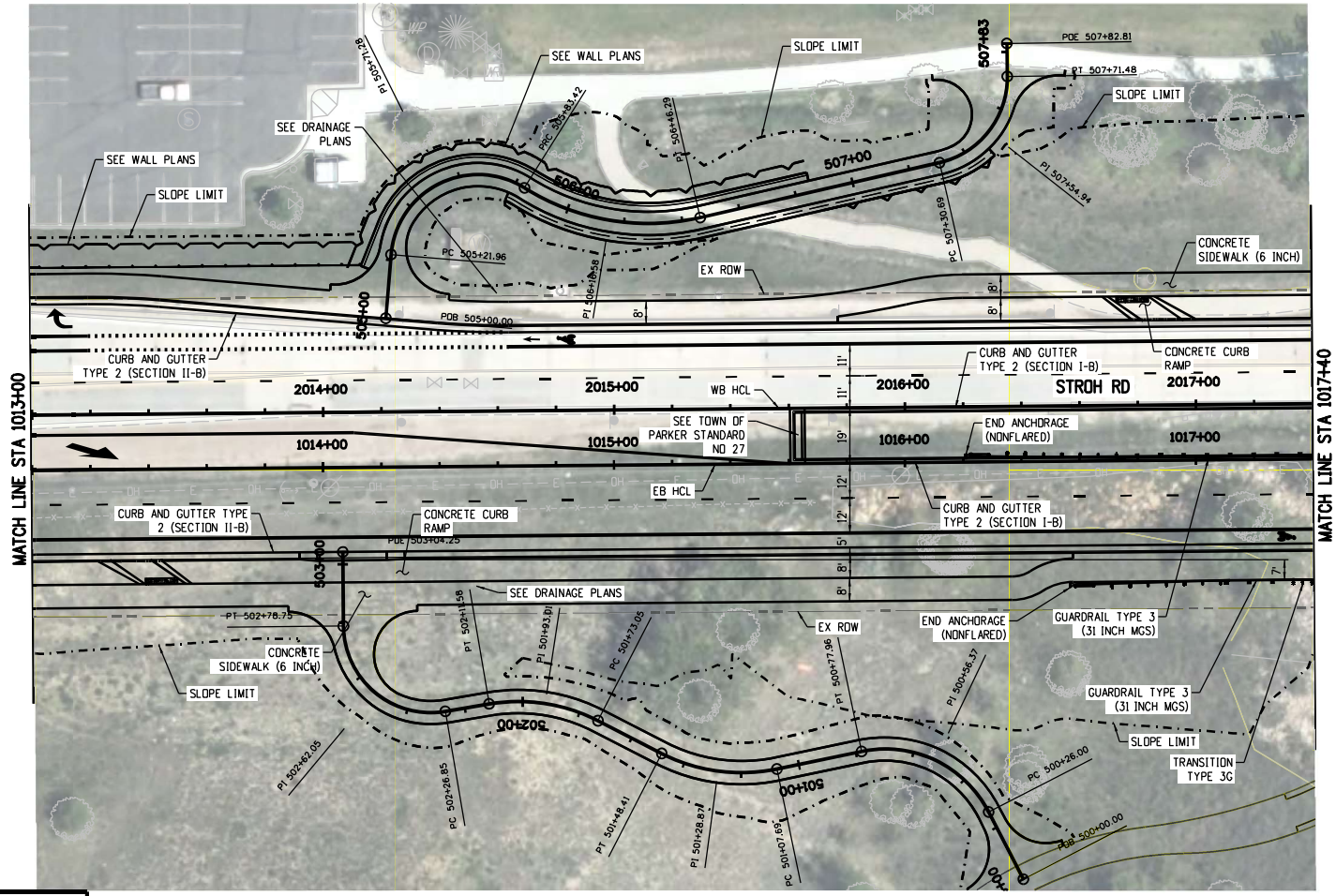

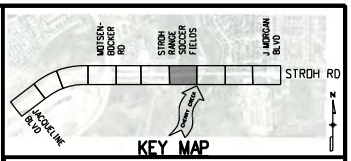

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Sheet Revisions		
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PARKER COLORADO

As Constructed
No Revisions:
Revised:
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STROH ROAD WIDENING
ROADWAY PLAN

Designer:	JRT	Structure Numbers	
Detailer:	JRT		
Sheet Subset:	PLAN	Subset Sheets:	7 of 10

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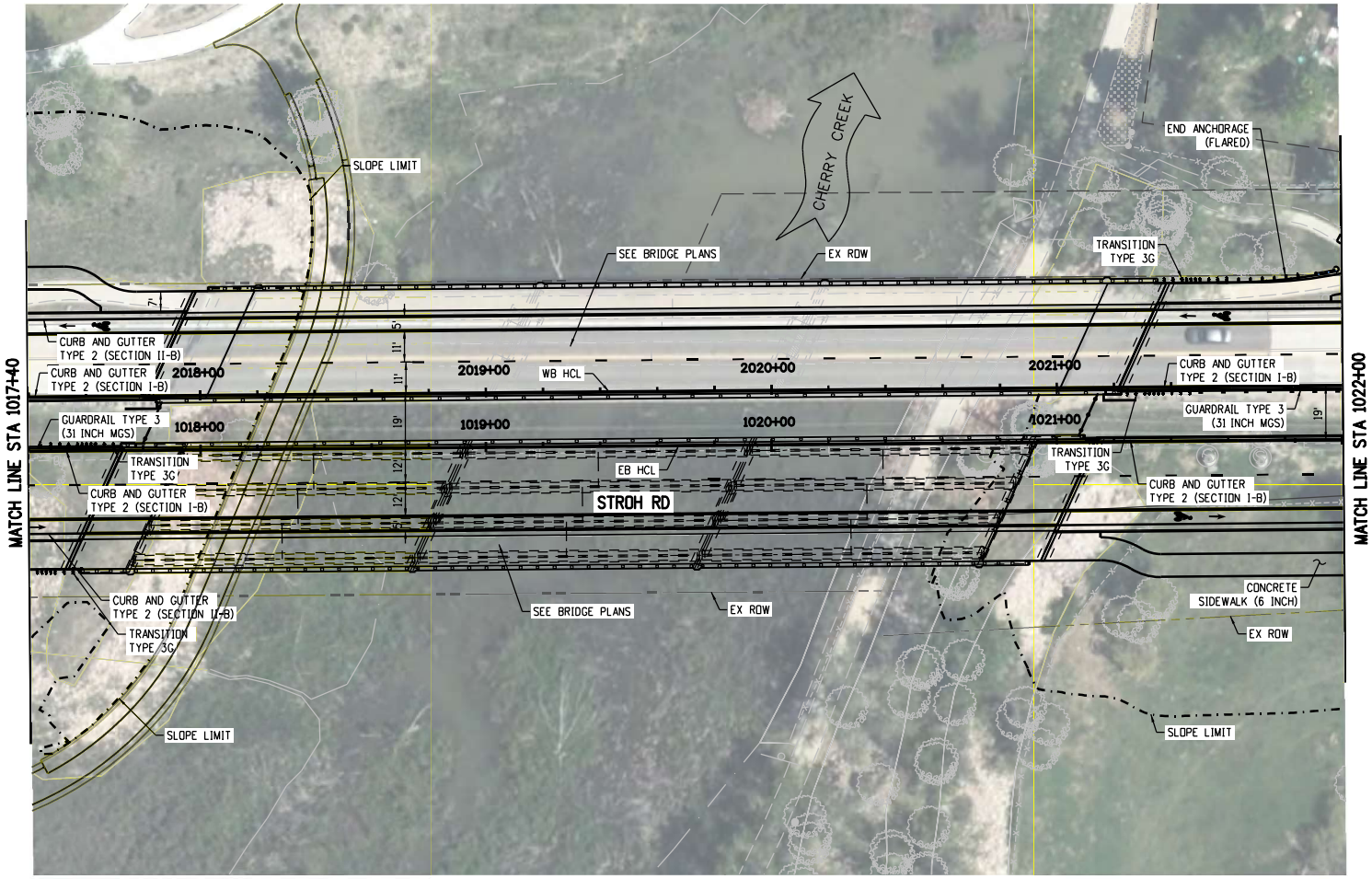

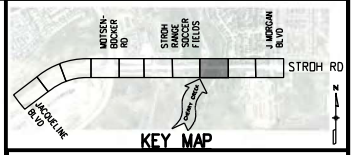

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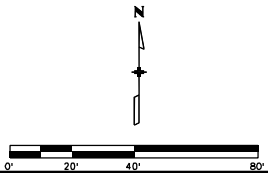

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Sheet Revisions		
Date:	Comments	Init.

PARKER COLORADO

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No Revisions:
Revised:
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STROH ROAD WIDENING
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Designer:	JRT	Structure Numbers	
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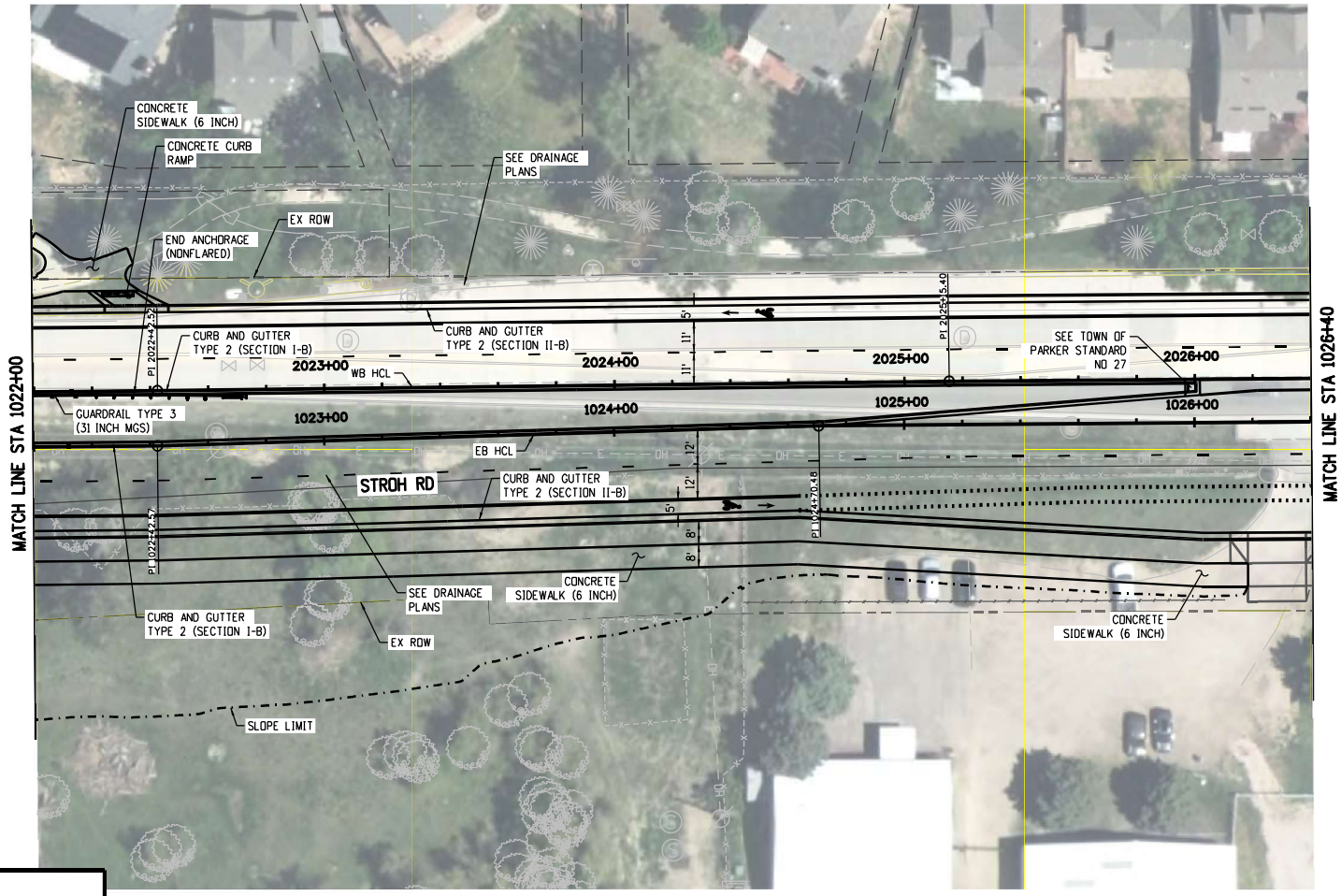
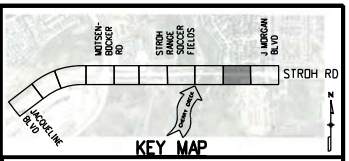
EXHIBIT A





NOTES

1. SEE WALL PLANS FOR LOCATIONS AND DETAILS.
2. SEE LIGHTING AND UTILITY PLANS FOR ADDITIONAL INFORMATION.
3. SEE SIGNING & STRIPING PLANS FOR ADDITIONAL INFORMATION.
4. SEE TYPICAL ROADWAY DETAILS FOR ADDITIONAL INFORMATION.
5. SEE PAVING PLANS FOR PAVEMENT SECTIONS AND LIMITS.
6. SEE DRAINAGE PLANS FOR ADDITIONAL INFORMATION.
7. STATION AND OFFSETS ARE TO THE CENTERLINE OF TYPE 9 GUARDRAIL AND TO THE FACE OF TYPE 3 GUARDRAIL.
8. SEE CDOT STANDARD PLAN NO. M-100-1 FOR STANDARD SYMBOLS.

LEGEND:

- - - · SAWCUT

AP -	ANGLE POINT
EOP -	EDGE OF PAVEMENT
GR -	GUARDRAIL
MGS -	MIDWEST GUARDRAIL SYSTEM
TRANS -	TRANSITION

N

0' 20' 40' 80'

Print Date: 2024-05-01
File Name: DES_14_Plan.dgn
Horiz. Scale: Vert. Scale: As Noted

RMS

Sheet Revisions		
Date:	Comments	Init.

PARKER COLORADO

As Constructed
No Revisions:
Revised:
Void:

STROH ROAD WIDENING
ROADWAY PLAN

Designer:	JRT	Structure Numbers	
Detailer:	JRT		
Sheet Subset:	PLAN	Subset Sheets:	9 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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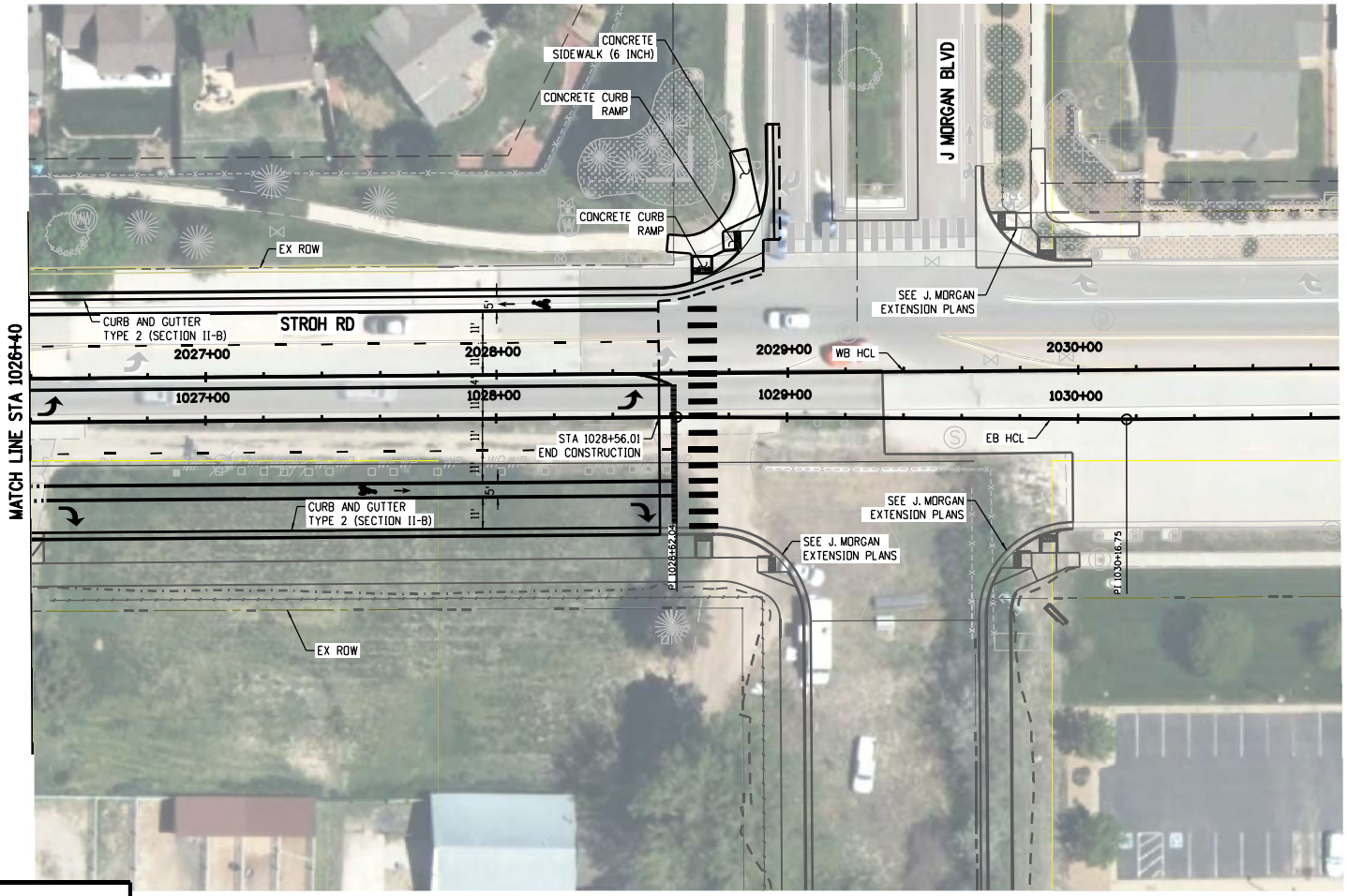

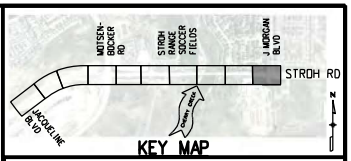

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N

0' 20' 40' 80'

Print Date: 2024-05-01
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RMS

Sheet Revisions		
Date:	Comments	Init.

PARKER COLORADO

As Constructed
No Revisions:
Revised:
Void:

STROH ROAD WIDENING
ROADWAY PLAN

Designer: JRT
Detailer: JRT
Sheet Subset: PLAN
Structure Numbers
Subset Sheets: 10 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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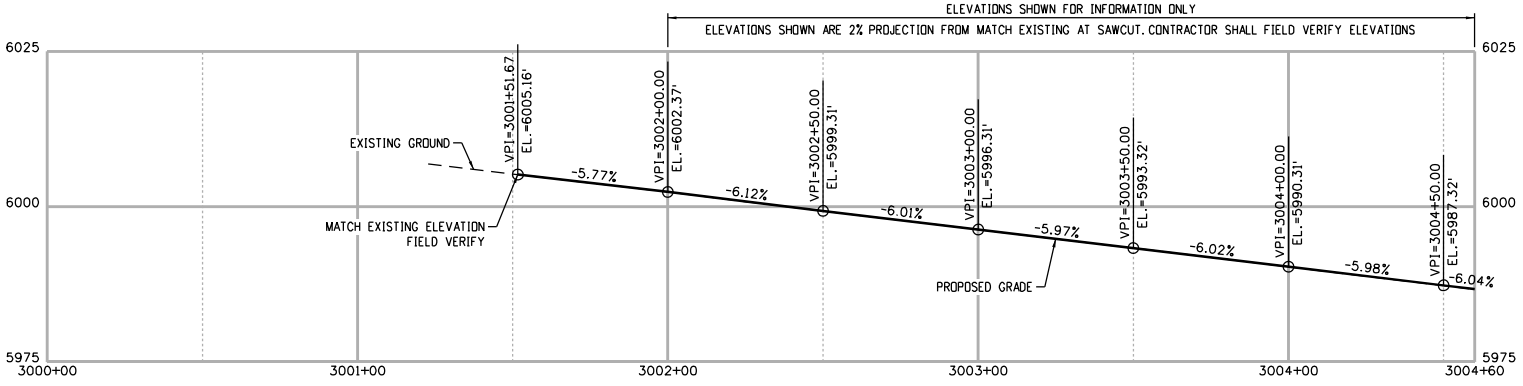

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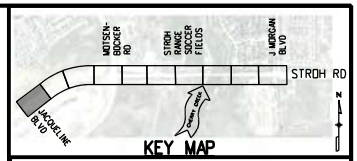
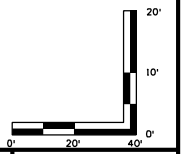


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



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RMS				Void:	Detailer: JRT
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Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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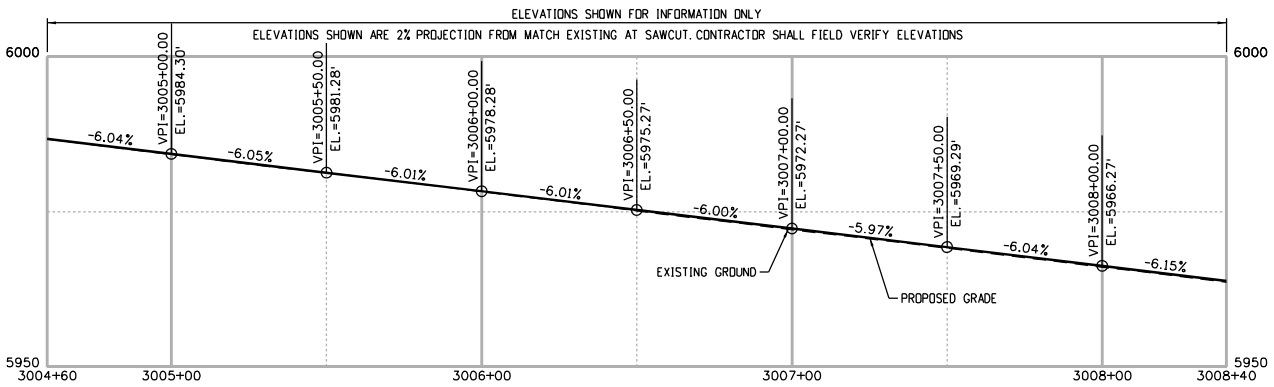

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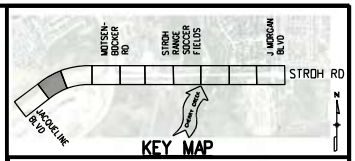
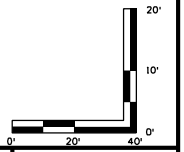


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



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Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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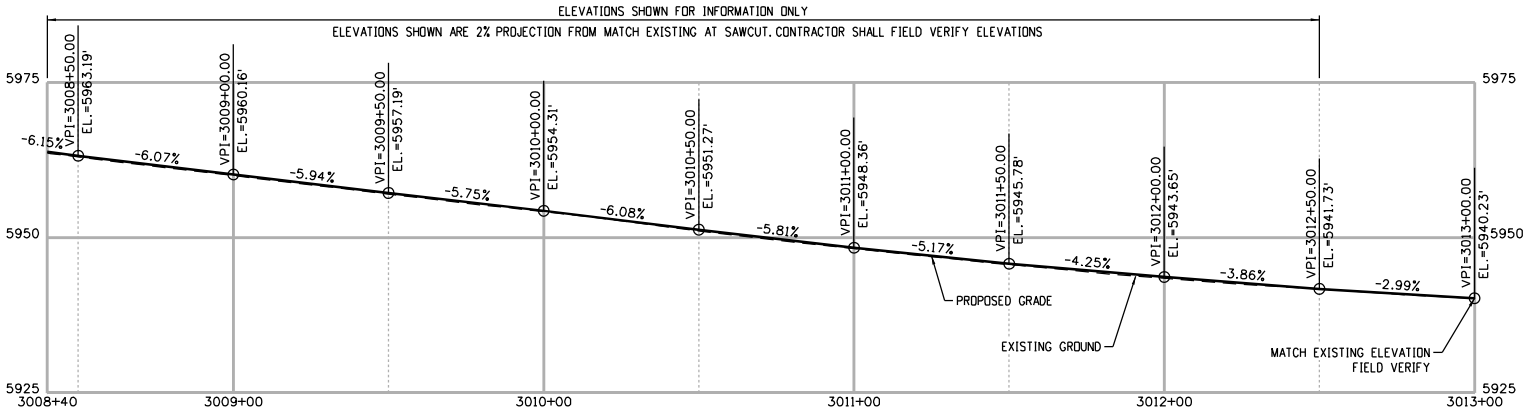
EXHIBIT A



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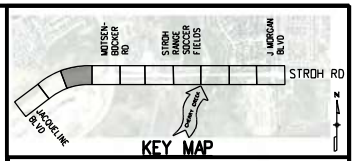
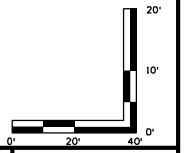


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



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Project No./Code: Town of Parker CIP 23-033 Sheet Number

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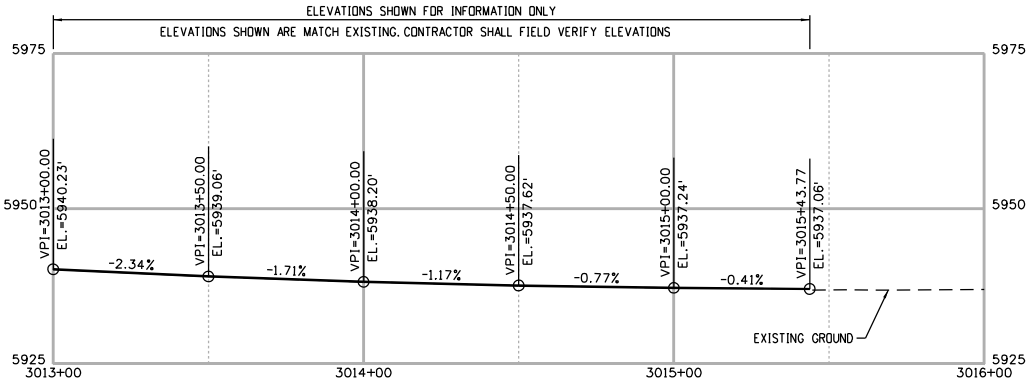

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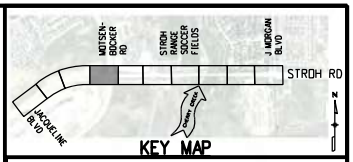
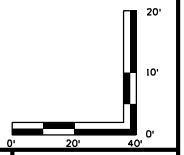


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



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PARKER COLORADO

As Constructed	STROH ROAD WIDENING		Project No./Code
No Revisions:	ROADWAY PROFILE		Town of Parker
Revised:	Designer: JRT	Structure Numbers	CIP 23-033
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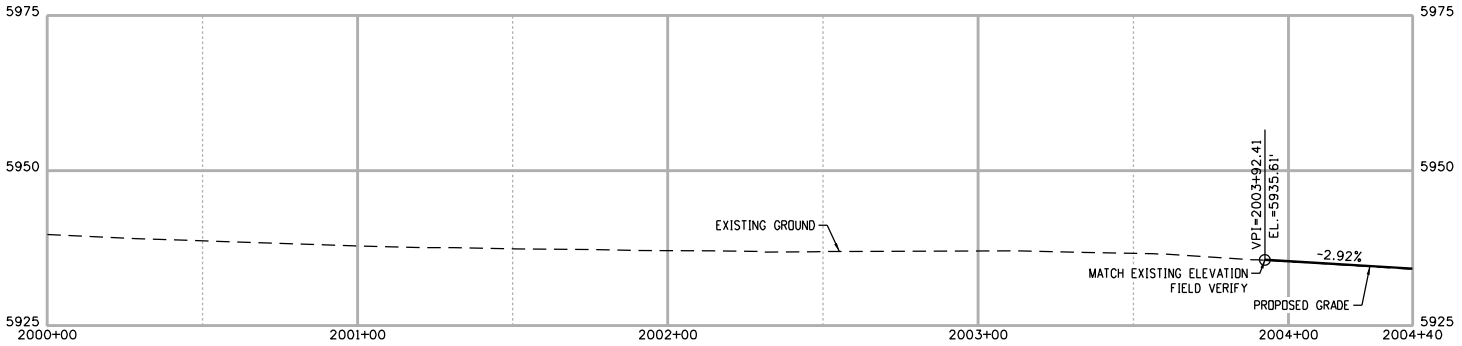

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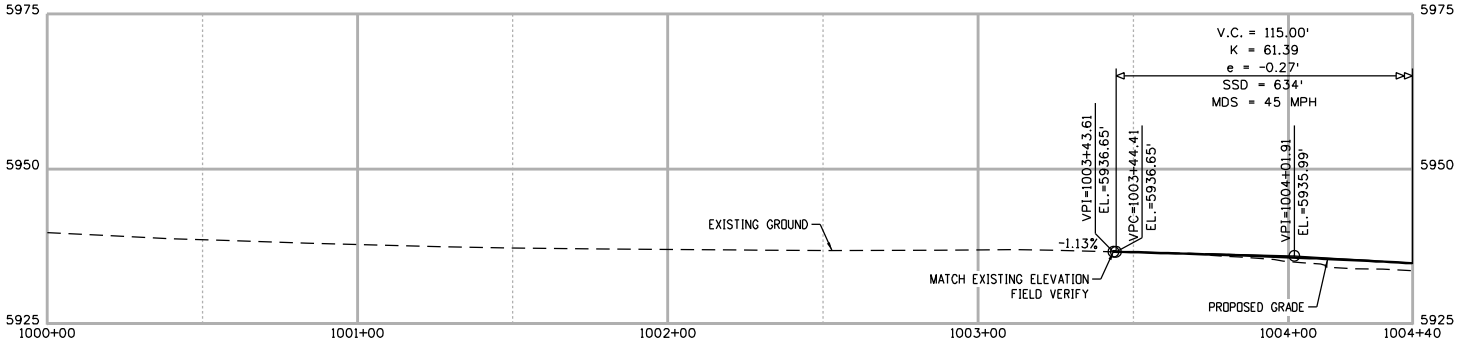

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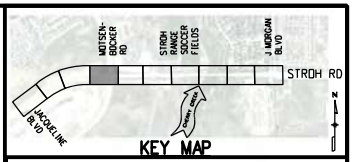

NOTES

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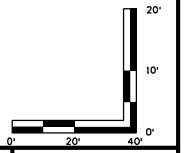

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PARKER COLORADO					Sheet Subset: PROFILE / Subset Sheets: 4 of 10

Project No./Code: Town of Parker CIP 23-033 Sheet Number

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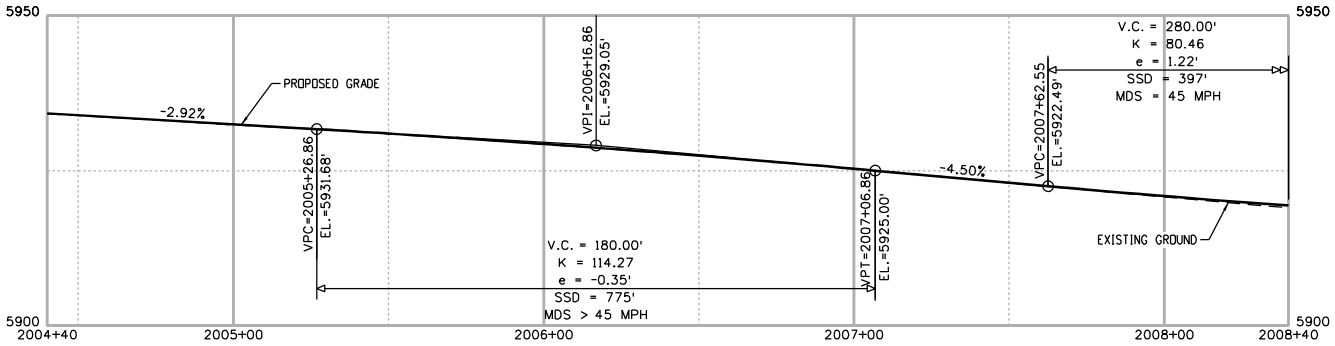

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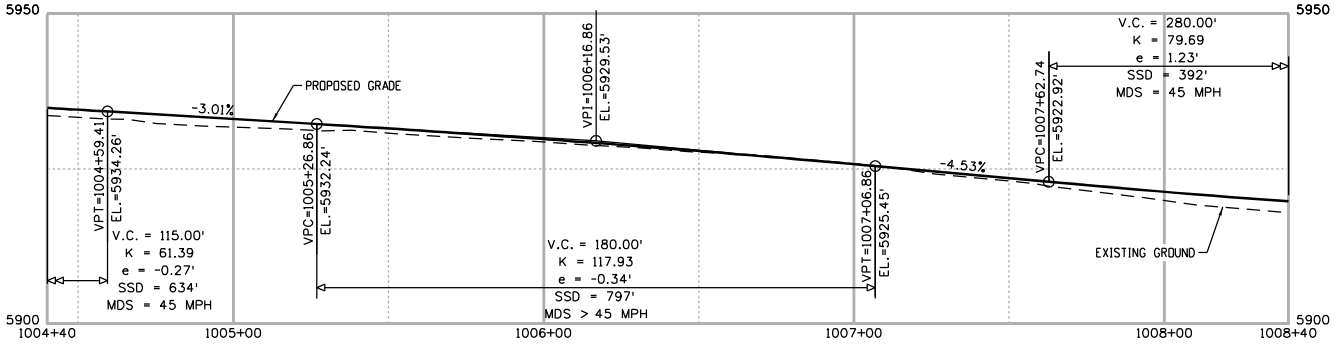

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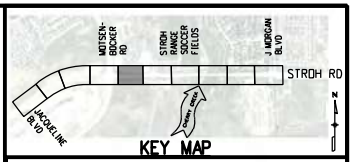

NOTES

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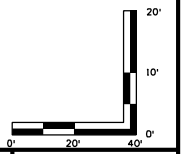

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RMS				Void:	Detailer: JRT
PARKER COLORADO					Sheet Subset: PROFILE / Subset Sheets: 5 of 10

Project No./Code: Town of Parker CIP 23-033 Sheet Number

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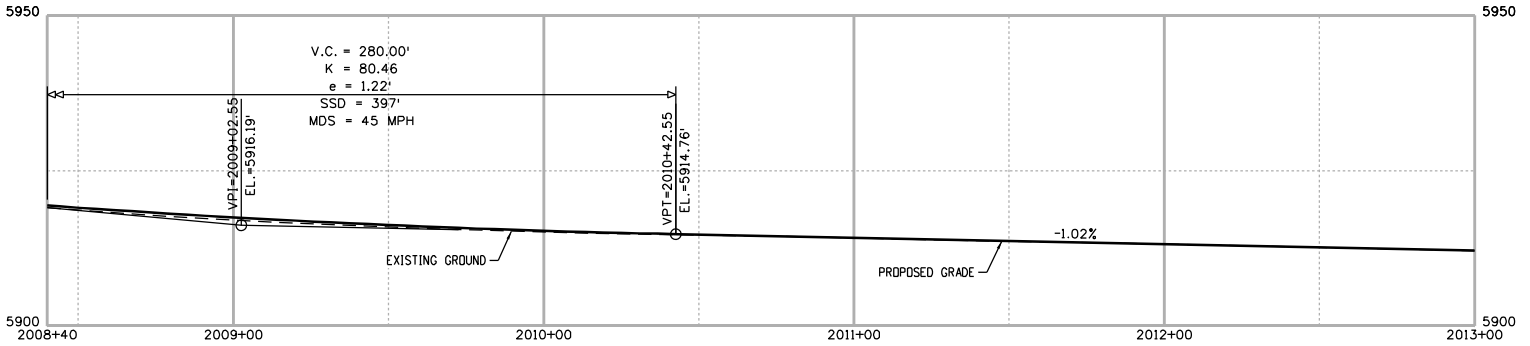

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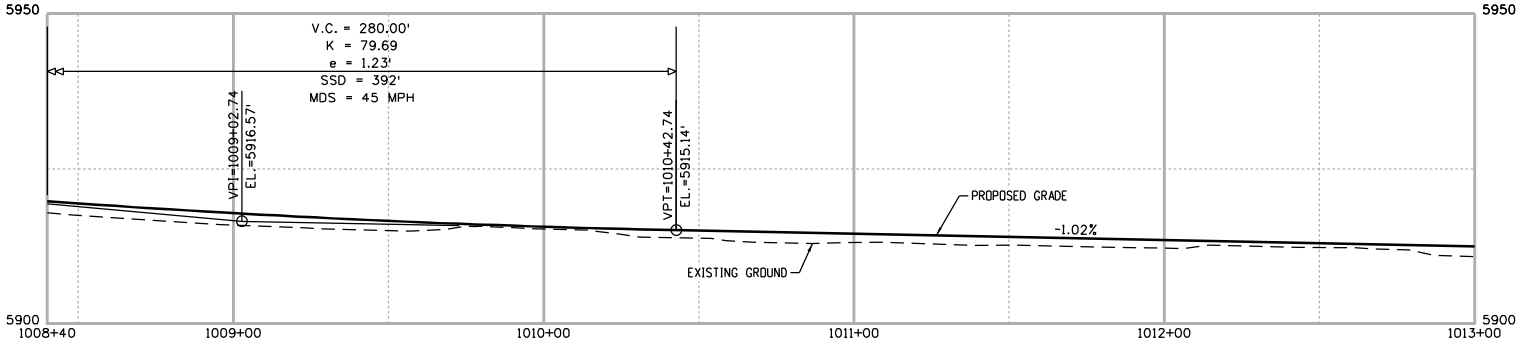

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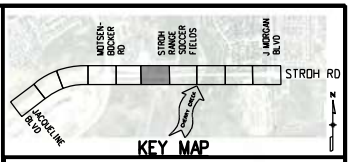

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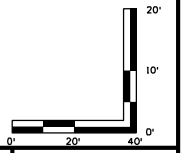

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PARKER COLORADO					Sheet Subset: PROFILE / Subset Sheets: 6 of 10

Project No./Code: Town of Parker CIP 23-033 Sheet Number

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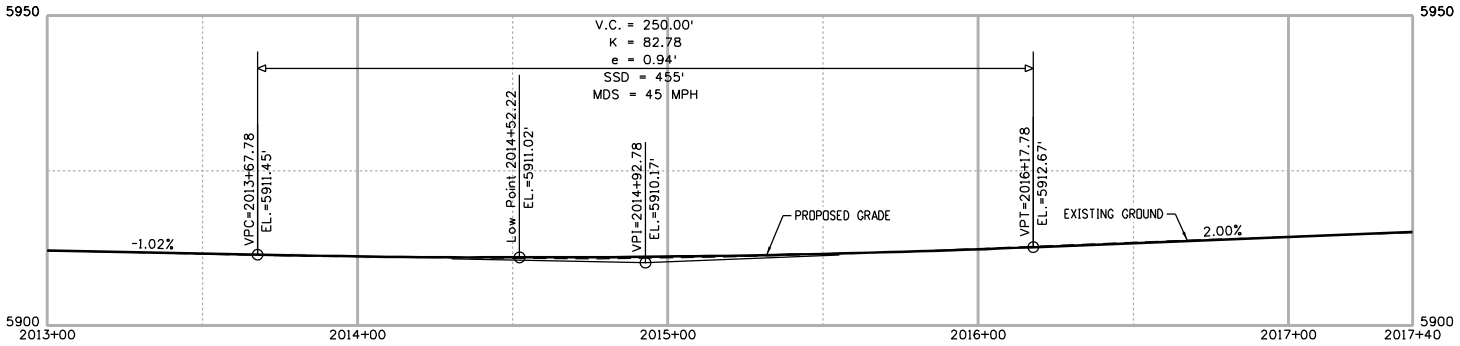

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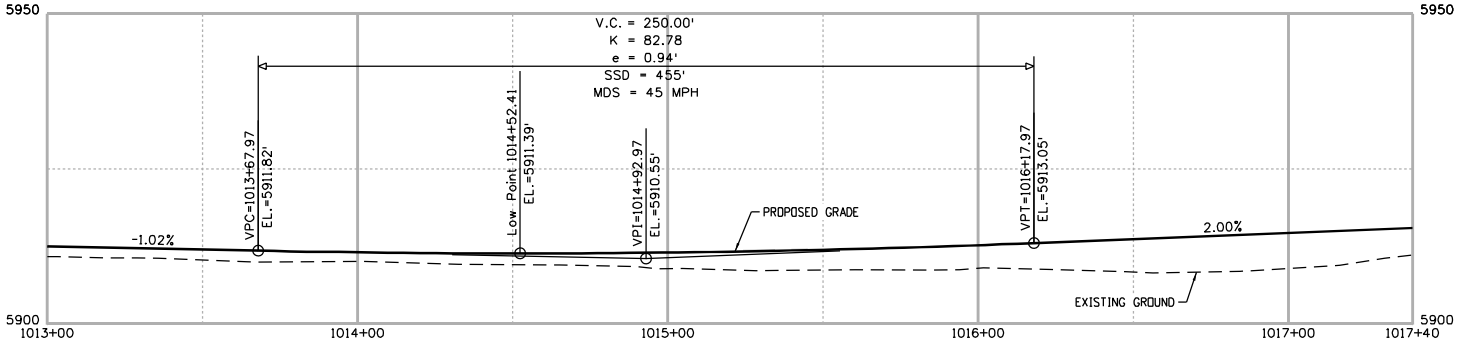

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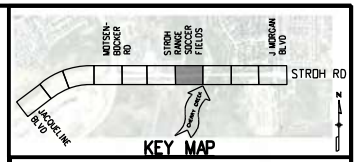
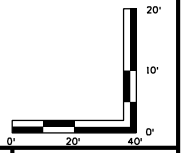


KEY MAP

NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



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Date:	Comments	Init.

PARKER COLORADO

As Constructed	
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STROH ROAD WIDENING
ROADWAY PROFILE

Designer:	JRT	Structure Numbers	
Detailer:	JRT		
Sheet Subset:	PROFILE	Subset Sheets:	7 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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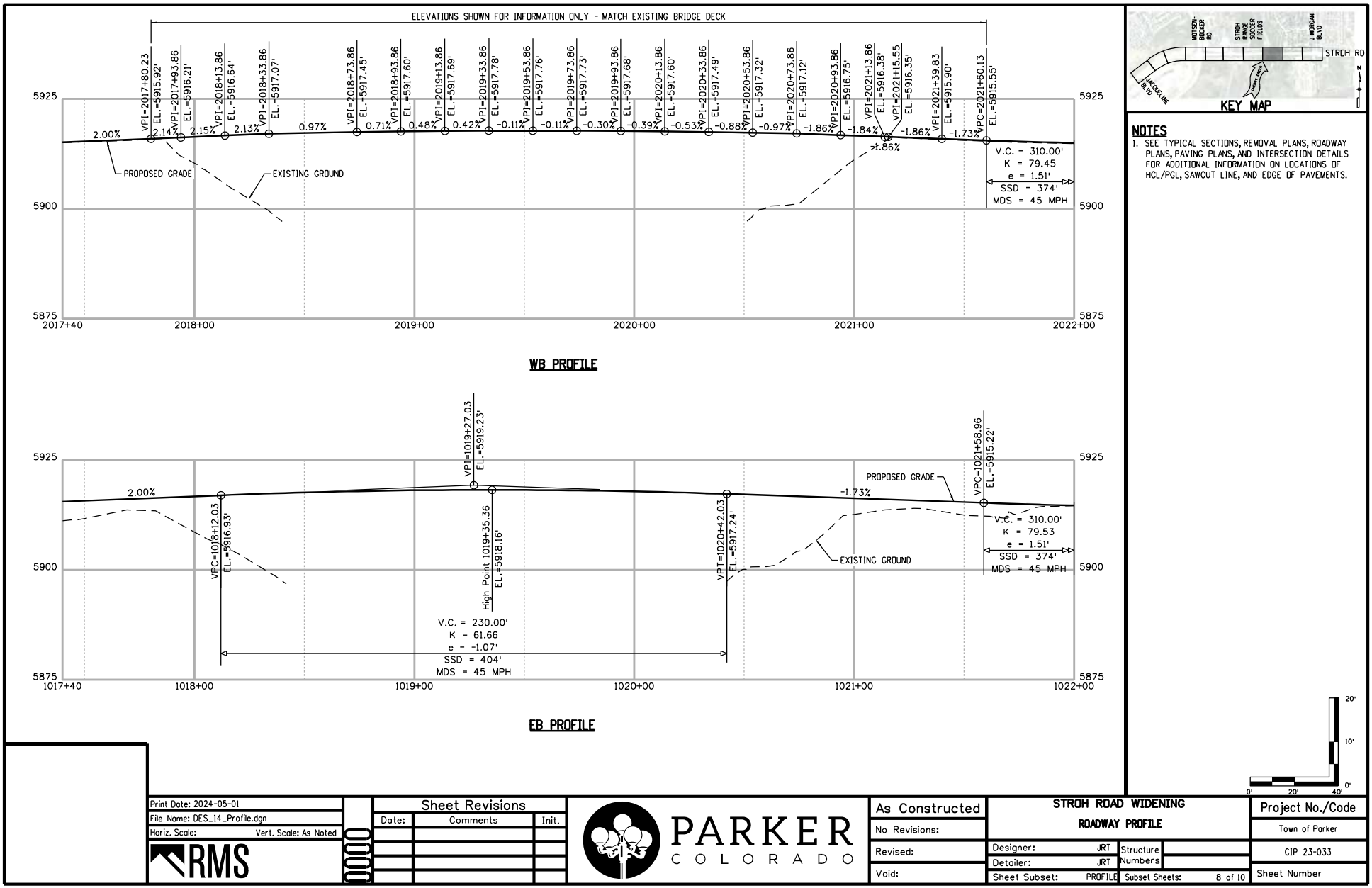

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Horiz. Scale: Vert. Scale: As Noted			Revised:	Designer: JRT / Structure Numbers	CIP 23-033
RMS			Void:	Detailer: JRT	
				Sheet Subset: PROFILE / Subset Sheets: 8 of 10	Sheet Number

PARKER COLORADO

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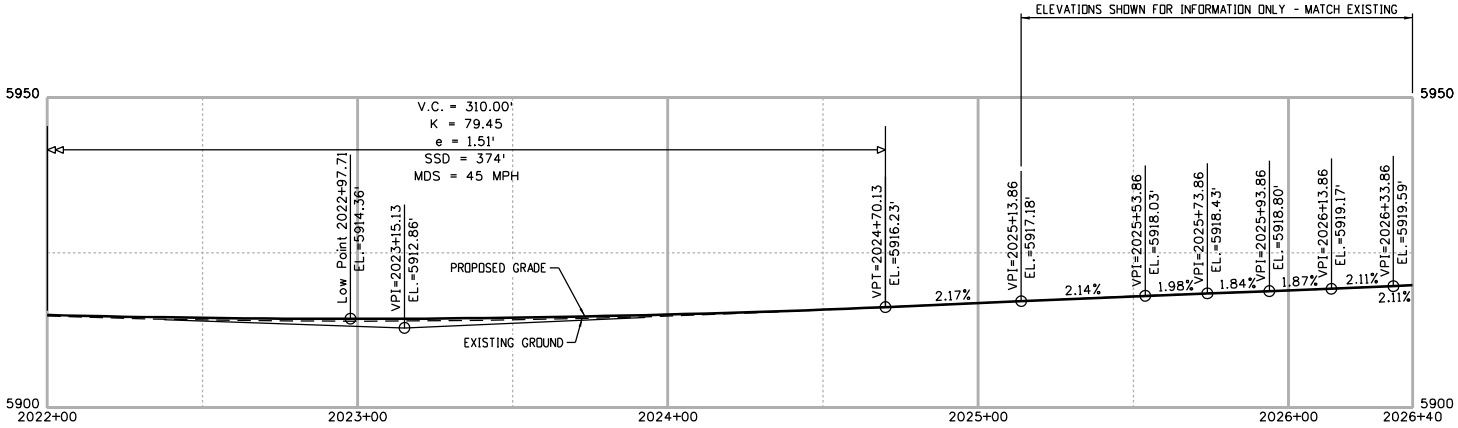
EXHIBIT A



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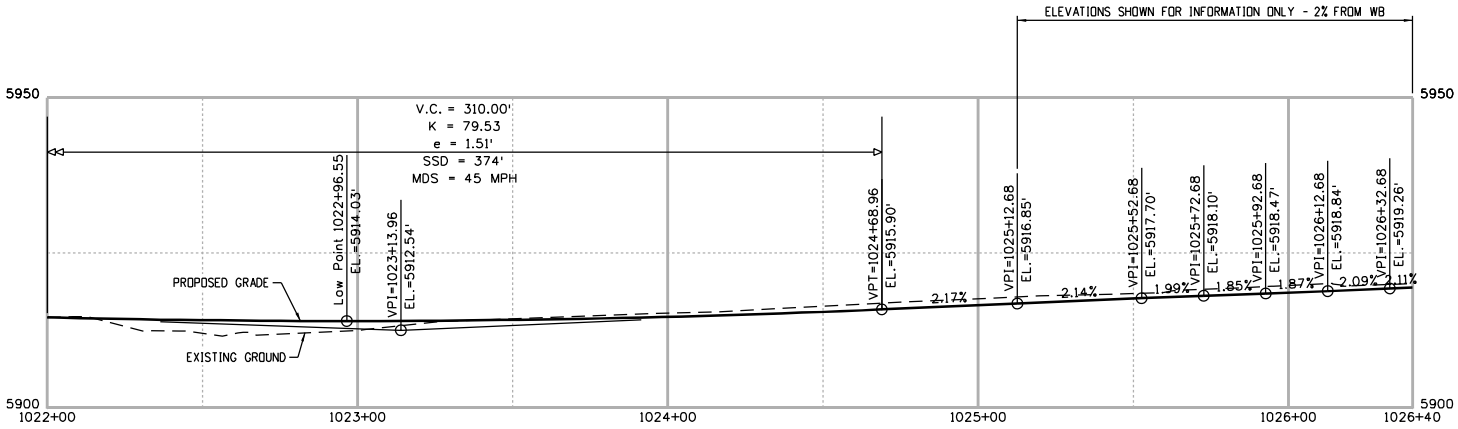

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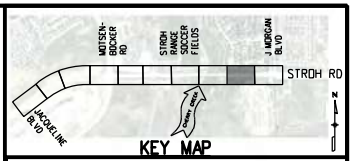
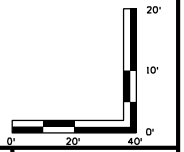


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



Print Date: 2024-05-01	Sheet Revisions			As Constructed	STROH ROAD WIDENING	Project No./Code
File Name: DES_14_Profile.dgn	Date:	Comments	Init.	No Revisions:	ROADWAY PROFILE	Town of Parker
Horiz. Scale: Vert. Scale: As Noted				Revised:	Designer: JRT / Structure Numbers	CIP 23-033
RMS				Void:	Detailer: JRT	
					Sheet Subset: PROFILE / Subset Sheets: 9 of 10	Sheet Number

PARKER COLORADO

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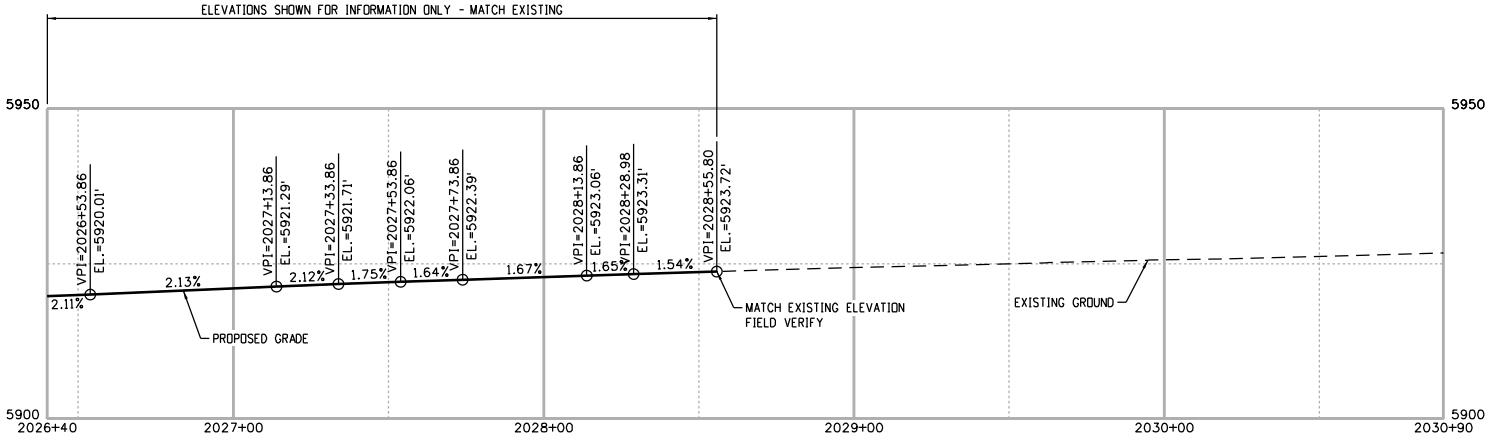

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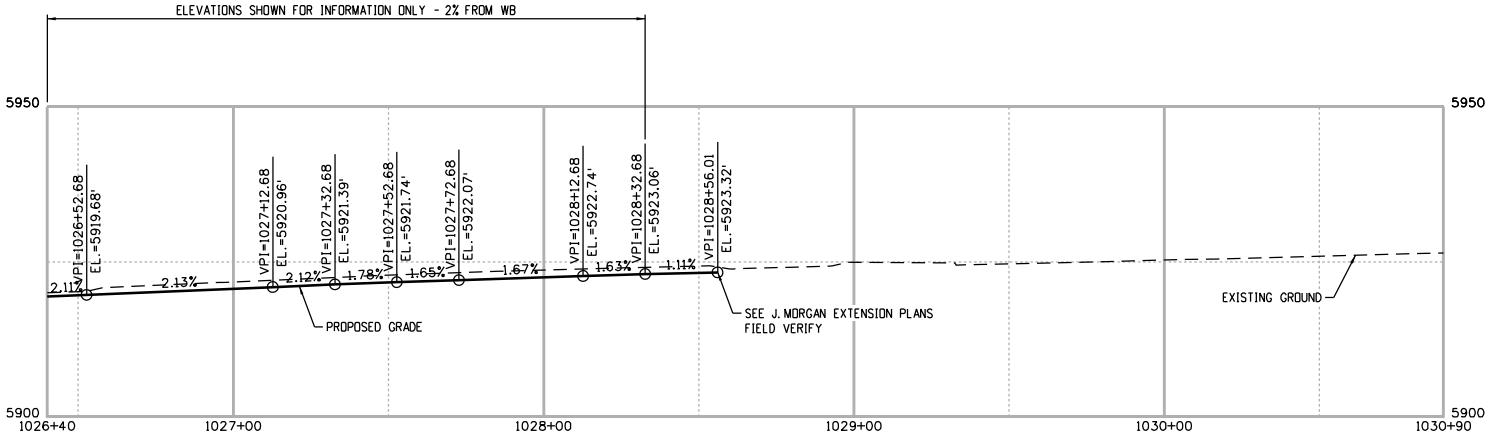

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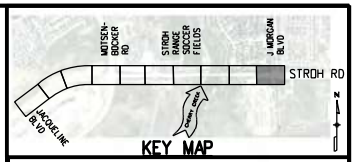
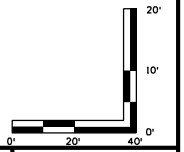


NOTES

1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/PGL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



Print Date: 2024-05-01
File Name: DES_14_Profile.dgn
Horiz. Scale: Vert. Scale: As Noted

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Sheet Revisions		
Date:	Comments	Init.

PARKER COLORADO

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STROH ROAD WIDENING
ROADWAY PROFILE

Designer:	JRT	Structure Numbers	
Detailer:	JRT		
Sheet Subset:	PROFILE	Subset Sheets:	10 of 10

Project No./Code
Town of Parker
CIP 23-033
Sheet Number

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PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.28.35 - First Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing the Town Clerk to Administratively Approve Special Events Permits
Department: Town Clerk, Chris Vanderpool
Second Reading: **June 17, 2024**

EXECUTIVE SUMMARY

This ordinance would allow the Town Clerk to administratively approve special event permit applications instead of the application being heard by the Special Licensing Authority.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Clerk staff has been exploring the possibility of approving special events permit applications administratively versus the Special Licensing Authority (Authority) approving applications. Having the ability to approve this type of application administratively will provide for greater efficiency for the applicants and staff processing the applications. Typically, the applicant appears before the Authority and makes a brief presentation about their event. Most of what they present has already been included in their questionnaire, which has been provided to the Authority in their meeting packet. The applicants are often not asked any questions, and the Authority proceeds with a motion to approve once the presentation is complete. Staff will still have the ability to add a special events permit application to the Authority's agenda for approval if staff believes it is necessary.

In the history of approving this type of permit application, the Authority has never received any comments from the public regarding a special events permit application. In accordance with State liquor laws, the site for the event must still be posted for ten (10) days to provide the opportunity for the public to make comments. If no one from the public indicates they have issues with an event, the application would be approved by staff. If there is an indication that someone from the public is opposing the event and would like to make comments, the application would be scheduled to be heard before the Authority.

After a discussion with the Authority members at their April 18 meeting, the Authority unanimously recommended that Council approve an ordinance allowing the Town Clerk to approve this type of permit application administratively.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 5.28.35

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.35 on first reading and to schedule second reading for June 17, 2024, as part of the consent agenda.

ORDINANCE NO. 5.28.35, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE AUTHORIZING THE TOWN CLERK TO ADMINISTRATIVELY APPROVE SPECIAL EVENTS PERMITS

WHEREAS, the Town Council wishes to allow the Town Clerk to administratively approve special events permits.

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

Section 1. Subsection 5.02.180(b) of the Parker Municipal Code is hereby amended by the addition of a new Paragraph (7) as follows:

5.02.180 Administrative Approval of Certain Applications.

* * *

(b) The Town Clerk is further authorized to administratively approve the following applications:

(1) Temporary permits during the time in which a transfer application is pending;

(2) Changing, altering, or modifying premises;

(3) Tasting applications;

(4) Communal Outdoor Dining Area applications;

(5) Festival permits; ~~and~~

(6) Temporary Liquor Sales Rooms~~.~~ **; and**

(7) Special events permits.

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 _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this __ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.370 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement for Snow Removal and Street Sweeping for Kings Point Way By and Between City of Aurora, Colorado, and the Town of Parker
Department: Engineering and Public Works, Chris Hudson
Second Reading: **June 17, 2024**

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Aurora regarding snow removal and street sweeping of Kings Point Way. The IGA will also convey a portion of Kings Point Way to Aurora.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In January 2019, Town Council approved Ordinance 9.284 for an IGA between the Town and Aurora regarding the design, construction, ownership and maintenance of Kings Point Way. This IGA was executed in 2019 as a portion of Kings Point Way is located within the incorporated boundary of the City of Aurora. Construction of Kings Point Way was completed in 2020. The IGA has a requirement that Parker shall be responsible for snow removal and street sweeping on Kings Point Way for a period of five (5) years following final acceptance by Aurora. The IGA also specified that the details of that maintenance commitment would be memorialized in a memorandum of understanding (MOU) between the parties prior to final acceptance of Aurora. At the direction of current Aurora legal staff, the originally contemplated maintenance MOU will need to be an IGA.

The proposed IGA will memorialize a five (5) year term of roadway snow removal and street sweeping per the Town's written procedures and/or best practices for collector roadways. The proposed IGA states that within thirty (30) days of execution of the IGA, Aurora will provide the Town with a final acceptance and a completion letter. The proposed IGA also memorializes conveying Parker owned property located within Aurora's incorporated boundary in the northern section of Kings Point Way. It also includes conveying right-of-way and assigning the Town's permanent easements to Aurora within thirty (30) days of the execution of the IGA. The proposed IGA also memorializes that the Town will maintain the existing traffic barricades on

Kings Point Way during the five (5) year term of the IGA unless directed to be removed in writing by Aurora.

FINANCIAL IMPACT

There will be minor additional costs involved with maintaining this roughly 1,700-foot section of collector roadway within Aurora. However, the IGA limits our maintenance to just roadway snow removal and street sweeping. Pavement maintenance such as preventative maintenance, potholes or overlays is the responsibility of Aurora.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.370

RECOMMENDED MOTION

I move to approve Ordinance No. 9.370 on first reading and to schedule second reading for June 17, 2024, as part of the consent agenda.

ORDINANCE NO. 9.370, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF AURORA, COLORADO, AND THE TOWN OF PARKER FOR SNOW REMOVAL AND STREET SWEEPING FOR MAINTENANCE ON KINGS POINT WAY

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 Intergovernmental Agreement By and Between the City of Aurora, Colorado, and the Town of Parker for Snow Removal and Street Sweeping for Maintenance on Kings Point Way, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF AURORA, COLORADO, AND THE TOWN OF PARKER FOR SNOW REMOVAL AND STREET SWEEPING MAINTENANCE ON KINGS POINT WAY

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this _____ day of _____, 2024, by and between the City of Aurora, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado ("Aurora"), and the Town of Parker, a Colorado home rule municipality ("Parker"), hereinafter referred to as the "Parties."

RECITALS

A. Aurora and Parker entered into an Intergovernmental Agreement on January 28, 2019 ("Agreement"), regarding the design, construction, and maintenance of Kings Point Way (the "Project").

B. Parker designed and constructed the Project as described in **Exhibit A to the Agreement**, which is incorporated by reference, at no cost to Aurora and in accordance with the Agreement.

C. The Parties agree that Parker is responsible for snow removal and street sweeping of the Project for a period of five (5) years following final acceptance of the Project (the "Maintenance Commitment").

D. Under the Agreement, the details of the Maintenance Commitment will be memorialized in a separate agreement between the Parties prior to final acceptance of the Project by Aurora and Parker's conveyance of the right-of-way and easements for the Project to Aurora.

E. The Parties are authorized to enter into this Intergovernmental Agreement ("IGA") by their respective home rule Charters, by Colorado Constitution, art. XIV, § 18 and art. XX, and by Title 29, art. 1, part 2, C.R.S.

F. The Parties desire to enter into this IGA to memorialize i) Parker's responsibility for snow removal and street sweeping for a period of five (5) years; ii) for final acceptance of the Project by Aurora; and iii) Parker's conveyance of right-of-way and permanent easements to Aurora for the Project.

NOW, THEREFORE, it is mutually understood by and between the Parties:

1. Parker Maintenance Commitment. Parker shall perform snow removal and street sweeping for the Project, at no cost to Aurora, consistent with the expectations set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. Parker shall perform snow removal and street sweeping using current snow removal and street sweeping procedures and prioritization schedules of Parker. Parker shall maintain the existing Type-3 barricades on Kings Point Way during the term of the IGA, unless directed to be removed in writing by Aurora.

2. Aurora Final Acceptance. Within thirty (30) days of the date that both Aurora and Parker execute this IGA, Aurora will deliver a letter to Parker, which letter shall constitute final

acceptance and completion of the Project, as contemplated by the Agreement (the "Final Acceptance Letter").

3. Conveyance to Aurora. Within thirty (30) days of Parker's receipt of the Final Acceptance Letter, Parker will convey to Aurora the right-of-way and assign to Aurora the permanent easements for the Project, in the forms attached as **Exhibits C-1** and **C-2**, and **D-1, D-2, D-3** and **D-4**, respectively, which are attached hereto and incorporated by this reference.

4. Term. The term of this IGA shall commence on the date of the Final Acceptance Letter and shall continue in full force and effect for a period of five (5) years, at which time the IGA shall automatically expire.

5. Notice. Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. 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 (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

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

City of Aurora: Director of Public Works
City of Aurora
15151 E. Alameda Parkway, Suite 3200
Aurora, Colorado 80012

With a copy to: Aurora City Attorney
City of Aurora
15151 E. Alameda Parkway, Suite 5300
Aurora, Colorado 80012

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of Parker and Aurora contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the governing bodies of the Parties.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that Parker and Aurora, their officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this IGA, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to Parker and Aurora.

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this IGA.

9. Colorado Law. This IGA shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. Any beneficiary of the terms and conditions of this IGA are not intended beneficiaries, but are incidental beneficiaries only.

12. Recitals. The recitals to this IGA are incorporated herein by this reference.

13. Entirety. This IGA merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

14. Legal Effect of IGA. This IGA is an expression of intent by Aurora and Parker to establish Parker's responsibilities for snow removal and street sweeping, and Aurora's responsibility to provide final acceptance for the Project.

IN WITNESS WHEREOF, this Intergovernmental Agreement is executed by Aurora and Parker, as of the date first written above.

CITY OF AURORA, COLORADO

_____
Mike Coffman, Mayor

ATTEST:

_____
Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

_____
Michelle Gardner, Sr. Assistant City Attorney

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

Exhibit A
Kings Point Way Aurora / Parker
Intergovernmental Agreement
Future Kings Point
Development
Future Aurora Parkway
(to be constructed by others)
Aurora City Boundary
Arapahoe County
Douglas County
Kings Point Way
Valley Hi
(unincorporated)
Future
Kings Point South
Development
E-470
Boundary
Roadway Segment
Subject to IGA
Parker
Parker Rd
Town
Aurora
Broadstone
Apartments
Future Highlands
at Kings Point
Development
City
Roadway Segment
Not Subject to IGA
Boundary
Cottonwood Dr
Parker
Crown Point
Commercial
Kings Point Way Segment Subject to IGA
Kings Point Way Segment Not Subject to IGA
Aurora City Boundary
Parker Town Boundary
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EXHIBIT B

SNOW REMOVAL AND STREET SWEEPING SERVICES TO BE PROVIDED

Under this Intergovernmental Agreement, the Town of Parker will provide snow removal and street sweeping services for Kings Point Way for the section as identified located within the incorporated boundary of the City of Aurora in Exhibit A.

The snow removal service the Town of Parker will perform include and are limited to:

1) Snow removal from the roadway (sidewalks are not included); and
2) Chemical treatment for snow and/or ice (at the discretion of the Town of Parker).

Work covered under this IGA shall be consistent with the Town of Parker's written procedures and/or best practices. In its sole discretion, but consistent with the snow removal practice for collector roadways set forth in the Town of Parker's respective regulations and practices, The Town will utilize liquid deicing products and/or granular soluble deicing products where possible to avoid residue from sanding.

EXHIBIT C-1

SPECIAL WARRANTY DEED

The **TOWN OF PARKER**, a Colorado home rule municipality, Grantor, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, 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 **CITY OF AURORA**, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado, whose street address is 15151 E. Alameda Parkway, Aurora, Colorado 80012, and its successors and assigns forever, the real property described in **Exhibit A**, 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 B**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2024.

GRANTOR: TOWN OF PARKER, COLORADO

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°07'08" WEST, A DISTANCE OF 830.05 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2016072202 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00°07'08" WEST, A DISTANCE OF 520.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°57'42" EAST;

THENCE DEPARTING SAID WESTERLY LINE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°52'53", AN ARC LENGTH OF 97.28 FEET;

THENCE TANGENT TO SAID CURVE NORTH 06°55'11" EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 89.68 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 89°52'52" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°52'52" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 99.51 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 06°55'11" WEST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 730.00 FEET;

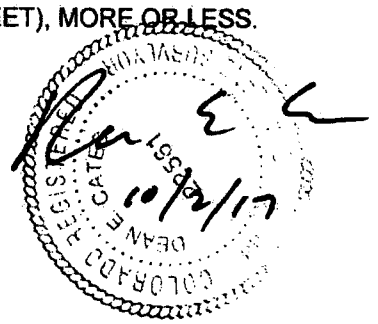
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 89.68 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 00°07'08" EAST, A DISTANCE OF 504.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL RECORDED AT RECEPTION NO. 2016072202 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1438.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°42'50"EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°14'21", AN ARC LENGTH OF 81.30 FEET TO THE **POINT OF BEGINNING**.

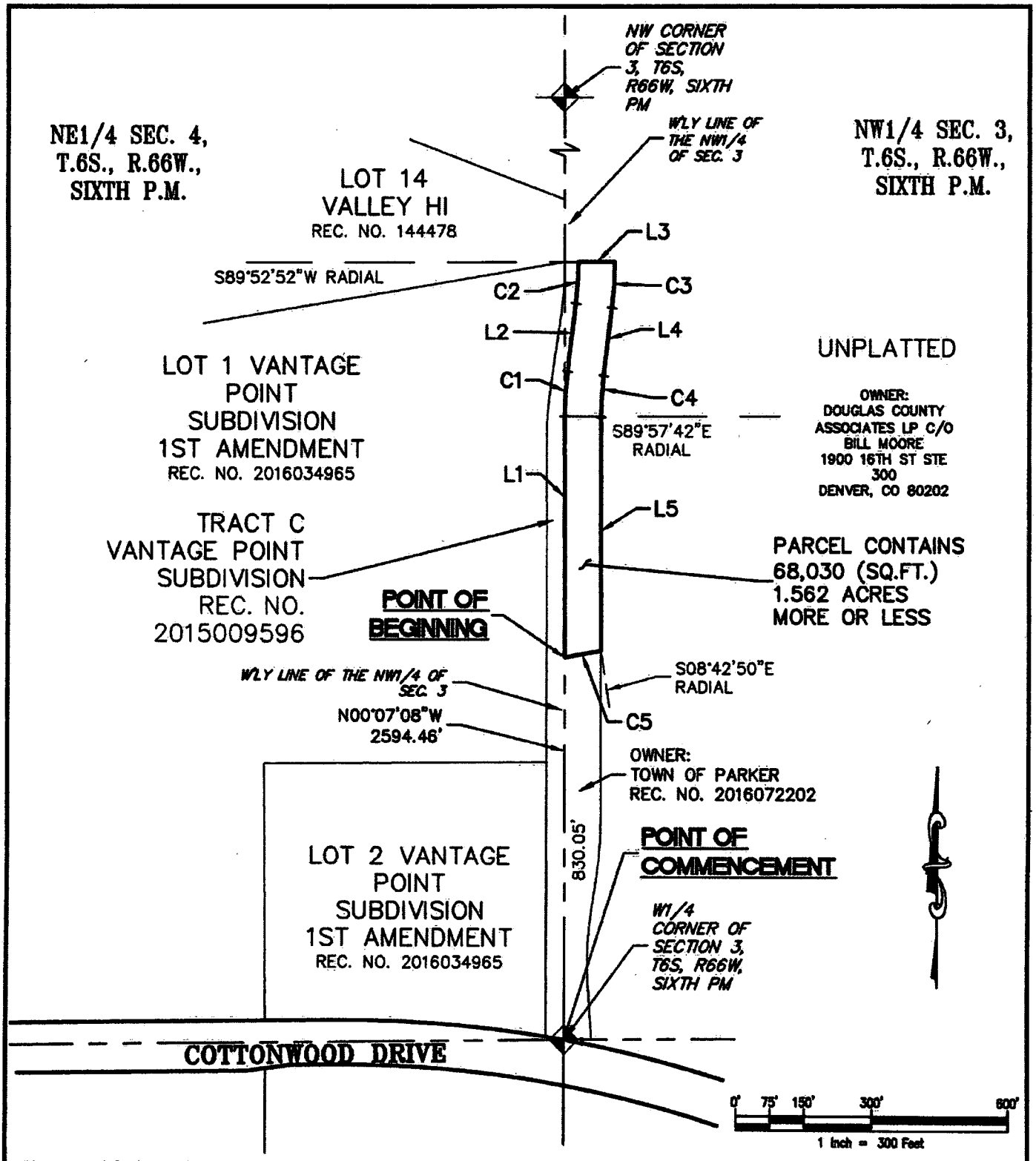
CONTAINING AN AREA OF 1.562 ACRES, (68,030 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: G:\31917-05\DWG\EXHIBITS\
DWG NAME: ROW_DC ASSOC
DWG: DEC CHK:
DATE: 09-19-17
SCALE: 1" = 300'

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

EXHIBIT A
NW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 31917-05 2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°07'08"W	520.90'
L2	N06°55'11"E	150.14'
L3	N89°52'52"E	80.00'
L4	S06°55'11"W	150.14'
L5	S00°07'08"E	504.26'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°52'53"	810.00'	97.28'
C2	7°02'19"	730.00'	89.68'
C3	7°02'19"	810.00'	99.51'
C4	7°02'19"	730.00'	89.68'
C5	3°14'21"	1438.00'	81.30'

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

PATH: G:\31917-05\DWG\EXHIBITS\
DWG NAME: ROW_DC ASSOC
DWG: DEC CHK:
DATE: 09-19-17
SCALE: NA

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EXHIBIT A
NW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

JOB NUMBER 31917-05 3 OF 3 SHEETS

EXHIBIT B

Exceptions

1. Reservations contained in the Patent:
From: The United States of America
To: Union Pacific Railway
Recording Date: March 18, 1897
Recording No.: Book 16 Page 115
And
Recording Date: March 19, 2014
Recording No.: Reception No. D4022050, Arapahoe County Records

2. None-exclusive easements for ingress and egress and the provisions thereof as described in deeds recorded July 10, 1978 in Book 336 at Page 80 and Book 336 at Page 87 and August 29, 1981 in Book 420 at Page 48.

3. Pioneer Ditch and Pioneer Ditch First Enlargement as evidenced by deed recorded August 9, 1984 in Book 534 at Page 107.

4. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
Recording Date: November 19, 1986
Recording No.: Book 4959 at Page 616, in Arapahoe County Records
1st Amendment to Agreement recorded November 19, 1986 in Book 4959 at Page 648 and 2nd Amendment recorded November 4, 1987 in Book 5302 at Page 647, in Arapahoe County Records.

5. The effect of a letter from Douglas County Planning Commission:
Recording Date: December 10, 1986
Recording No.: Book 686 Page 673

6. Any taxes or assessments by reason of the inclusion of the Land in the Cherry Creek Basin Authority:
01/16/2019 12:56 PM Title Report No.: N0020781-010-TO2-ES
Recording Date: May 6, 1988
Recording No.: Book 790 Page 718

7. Terms, conditions, provisions, agreements and obligations contained in the Certificate of Organization for the E-470 Public Highway Authority as set forth below:
Recording Date: May 12, 1988
Recording No.: Book 792 Page 3
Amendment to Certificate of Organization for the E-470 Public Highway Authority:
Recording Date: December 19, 1995
Recording No.: Book 1307 Page 235

8. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 88-13 for annexation of lands to the City of Aurora as set forth below:
Recording Date: June 1, 1988
Recording No.: Book 795 at Page 13

9. Terms, conditions, provisions, agreements and obligations contained in the Kings Point Phase II Development Map as set forth below:
Recording Date: June 14, 1988
Recording No.: Reception No. 8813355

10. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
Recording Date: July 6, 1988
Recording No.: Book 801 Page 471

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-989-045 as set forth below:
Recording Date: August 3, 1989
Recording No.: Book 866 Page 802

12. Terms, conditions, provisions, agreements and obligations contained in the Crown Point Center Development Guide as set forth below:
Recording Date: January 11, 1990
Recording No.: Book 892 Page 1016

13. Terms, conditions, provisions, agreements and obligations contained in the Seventeen Mile Venture Annexation Agreement as set forth below:
Recording Date: January 11, 1990
Recording No.: Book 892 Page 1152

14. Terms, conditions, provisions, agreements and obligations contained in the Lundieck Investments, Ltd. Annexation Agreement as set forth below:
Recording Date: January 11, 1990
Recording No.: Book 892 Page 1183

15. The Effect of Annexation Map:
Recording Date: January 11, 1990
Recording No.: Reception No. 9001003
01/16/2019 12:56 PM Title Report No.: N0020781-010-TO2-ES

16. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
Recording Date: August 2, 1994
Recording No.: Book 7654 Page 592, Arapahoe County Records

17. Each and every right or rights of access to and from any portion of the E-470 highway and an easement for multi-use and incidental purposes granted to the E-470 Public Highway Authority by the instrument recorded April 26, 1999 in Book 1698 at Page 1250, together with the terms, conditions, stipulations, provisions and obligations as contained therein and terms, conditions, stipulations and provisions as set forth in Common Use Agreement recorded April 10, 2015 at Reception No. 2015023172.

18. The effect of rezoning Ordinances recorded July 25, 2000 in Book 1873 at Page 28, Book 1873 at Page 30 and August 11, 2004 at Reception No. 83925.

19. Any interest of Bill Moore, Ross Brazil, Eric McClure and Jerry Weigand in subject property by virtue of Memorandum of Agreement recorded November 20, 2002 at Reception No. 2002125960.

20. Any taxes or assessments by reason of the inclusion of the Land in the Kings Point South Metro District No. 1, as evidenced by instrument(s) recorded December 16, 2002 at Reception No. 137220 and January 30, 2003 at Reception No. 12388.

21. Any taxes or assessments by reason of the inclusion of the Land in the Kings Point South Metro District No. 2, as evidenced by instrument(s) recorded December 16, 2002 at Reception No. 137222 and January 30, 2003 at Reception No. 12389.

22. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Possession and Use of the Right of Way as set forth below:
Recording Date: April 23, 2003
Recording No.: Reception No. 2003057363

23. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-004-126, Pertaining to Zoning as set forth below:
Recording Date: August 11, 2004
Recording No.: Reception No. 2004083925

24. Terms, conditions, provisions, agreements and obligations contained in the Notice of Referee Ruling as set forth below:
Recording Date: March 23, 2005
Recording No.: Reception No. 2005025151

25. The effect of Certification of the Regional Transportation District (RTD) current District Area recorded March 3, 2016 at Reception No. 2016012841.

26. Terms, conditions, provisions, agreements and obligations contained in the Pre-Annexation Agreement as set forth below:
Recording Date: October 21, 2016
Recording No.: Reception No. 2016075382

27. Lack of access to and from a publicly dedicated road, highway or street.

28. Terms, conditions, provisions, agreements and obligations contained in the Conveyance of Ground Water Rights as set forth below:
Recording Date: September 14, 2017
Recording No.: Reception No. 2017062583

29. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Inclusion into Cottonwood Water and Sanitation District as set forth below:
Recording Date: September 14, 2017
Recording No.: Reception No. 2017062584

30. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.253, Series of 2017 as set forth below:
Recording Date: October 18, 2017
Recording No.: Reception No. 2017070996
Highlands at King's Point Annexation Map:
Recording Date: October 18, 2017
Recording No.: Reception No. 2017070997

31. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement Highlands at Kings Point Property as set forth below:
Recording Date: October 18, 2017
Recording No.: Reception No. 2017071061

32. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.331, Series of 2017 as set forth below:
Recording Date: October 18, 2017
Recording No.: Reception No. 2017071067

33. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Highlands at Kings Point Development Plan as set forth below:
Recording Date: October 18, 2017

Recording No.: Reception No. 2017071083

34. Terms, conditions, provisions, agreements and obligations contained in the Highlands at Kings Point Planned Development – Development Guide as set forth below:
Recording Date: October 19, 2017
Recording No.: Reception No. 20170712138. Reservations contained in the Patent:
From: The United States of America
To: Union Pacific Railway
Recording Date: March 18, 1897
Recording No.: Book 16 Page 115
And
Recording Date: March 19, 2014
Recording No.: Reception No. D4022050, Arapahoe County Records

EXHIBIT C-2

SPECIAL WARRANTY DEED

The **TOWN OF PARKER**, a Colorado home rule municipality, Grantor, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, 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 **CITY OF AURORA**, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado, whose street address is 15151 E. Alameda Parkway, Aurora, Colorado 80012, and its successors and assigns forever, the real property described in **Exhibit A**, 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 B**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2024.

GRANTOR: TOWN OF PARKER, COLORADO

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF SAID NORTHWEST QUARTER BEARS SOUTH 00°07'08" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°35'41" EAST, A DISTANCE OF 79.92 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 11°10'53" EAST, A DISTANCE OF 78.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°03'45", AN ARC LENGTH OF 156.39 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 676.14 FEET;

THENCE SOUTH 89°52'52" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00°07'08" WEST, A DISTANCE OF 676.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°10'52", AN ARC LENGTH OF 167.94 FEET;

THENCE NORTH 18°29'36" WEST, A DISTANCE OF 34.16 FEET TO THE NORTHEAST CORNER OF VALLEY HI, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 144478, IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF SAID COUNTY;

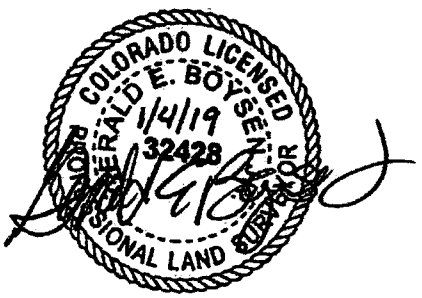
THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, SOUTH 89°35'41" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, NORTH 00°07'08" WEST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 4;

THENCE ALONG SAID NORTH LINE, NORTH 89°35'41" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

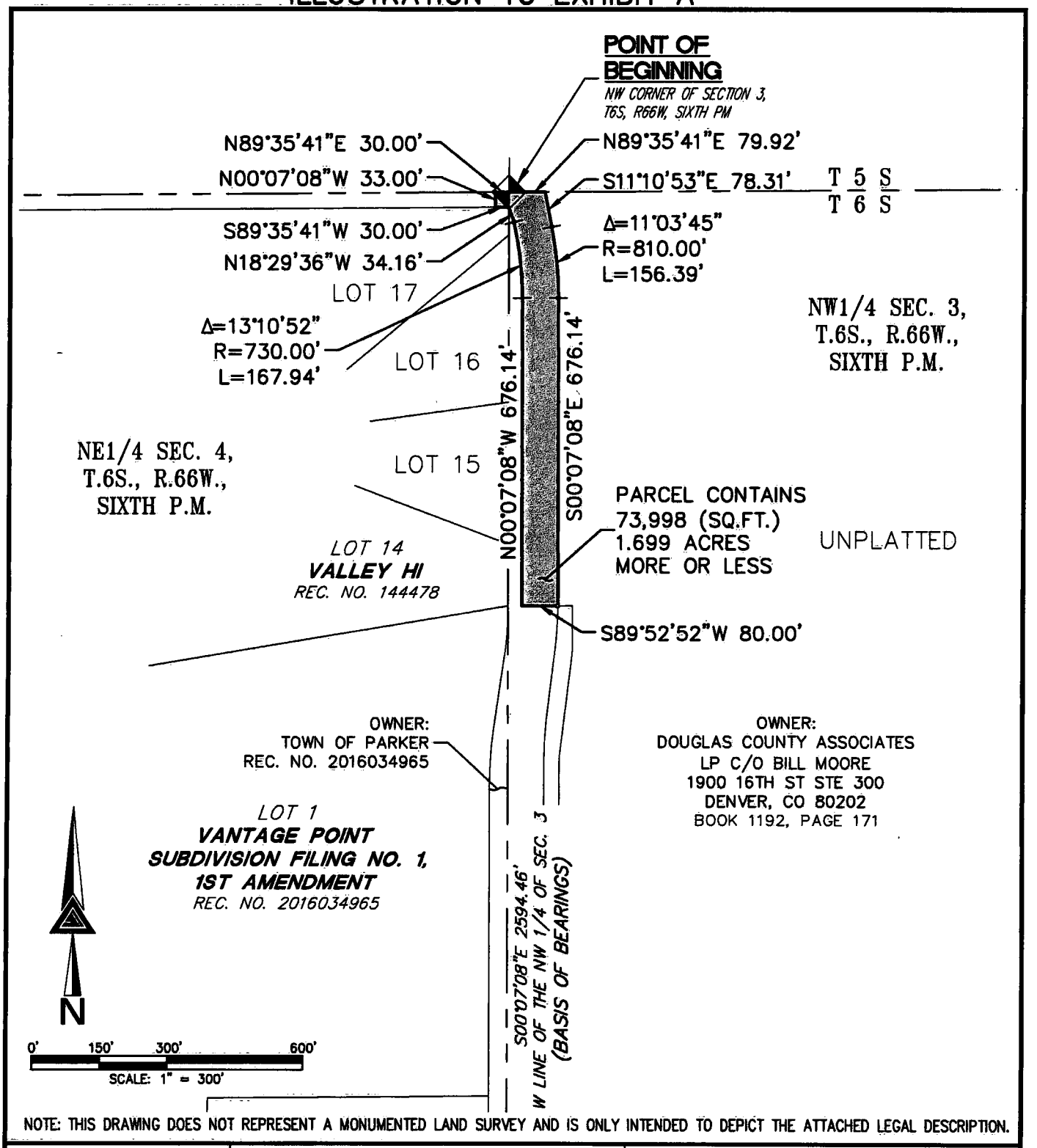
CONTAINING AN AREA OF 1.699 ACRES, (73,998 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



GERALD E. BOYSEN JR., PLS NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
(303) 713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: 2018-12-27 - ROW TAKE 1.DWG
DWG: CWB CHK: GEB
DATE: 01/03/2019
SCALE: 1" = 300'

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

Q:\24918-15 - Kings Point Way - Legal Descriptions\Dwg\EXHIBITS

ROW TAKE 1

NE 1/4 SEC 4., NW 1/4 SEC. 3, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24918-15

EXHIBIT B

Exceptions

1. Reservations contained in the Patent:
From: The United States of America
To: Union Pacific Railway
Recording Date: March 18, 1897
Recording No.: Book 16 Page 115
And
Recording Date: March 19, 2014
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Recording No.: Book 795 at Page 13

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Recording Date: June 14, 1988
Recording No.: Reception No. 8813355

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Recording Date: July 6, 1988
Recording No.: Book 801 Page 471

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-989-045 as set forth below:
Recording Date: August 3, 1989
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15. The Effect of Annexation Map:
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17. Each and every right or rights of access to and from any portion of the E-470 highway and an easement for multi-use and incidental purposes granted to the E-470 Public Highway Authority by the instrument recorded April 26, 1999 in Book 1698 at Page 1250, together with the terms, conditions, stipulations, provisions and obligations as contained therein and terms, conditions, stipulations and provisions as set forth in Common Use Agreement recorded April 10, 2015 at Reception No. 2015023172.

18. The effect of rezoning Ordinances recorded July 25, 2000 in Book 1873 at Page 28, Book 1873 at Page 30 and August 11, 2004 at Reception No. 83925.

19. Any interest of Bill Moore, Ross Brazil, Eric McClure and Jerry Weigand in subject property by virtue of Memorandum of Agreement recorded November 20, 2002 at Reception No. 2002125960.

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21. Any taxes or assessments by reason of the inclusion of the Land in the Kings Point South Metro District No. 2, as evidenced by instrument(s) recorded December 16, 2002 at Reception No. 137222 and January 30, 2003 at Reception No. 12389.

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Recording No.: Reception No. 2004083925

24. Terms, conditions, provisions, agreements and obligations contained in the Notice of Referee Ruling as set forth below:
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Recording No.: Reception No. 2005025151

25. The effect of Certification of the Regional Transportation District (RTD) current District Area recorded March 3, 2016 at Reception No. 2016012841.

26. Terms, conditions, provisions, agreements and obligations contained in the Pre-Annexation Agreement as set forth below:
Recording Date: October 21, 2016
Recording No.: Reception No. 2016075382

27. Lack of access to and from a publicly dedicated road, highway or street.

28. Terms, conditions, provisions, agreements and obligations contained in the Conveyance of Ground Water Rights as set forth below:
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Recording No.: Reception No. 2017062583

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Recording Date: September 14, 2017
Recording No.: Reception No. 2017062584

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Recording No.: Reception No. 2017071061

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Recording Date: October 18, 2017
Recording No.: Reception No. 2017071067

33. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Highlands at Kings Point Development Plan as set forth below:
Recording Date: October 18, 2017

Recording No.: Reception No. 2017071083

34. Terms, conditions, provisions, agreements and obligations contained in the Highlands at Kings Point Planned Development – Development Guide as set forth below:
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Recording No.: Reception No. 20170712138. Reservations contained in the Patent:
From: The United States of America
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Recording Date: March 18, 1897
Recording No.: Book 16 Page 115
And
Recording Date: March 19, 2014
Recording No.: Reception No. D4022050, Arapahoe County Records

EXHIBIT D-1

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (RECORDED AT DOUGLAS COUNTY CLERK AND RECORDER RECEPTION NO. 2019034593)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (the "Agreement") is dated as of _____ __, 2024 (the "Effective Date"), and is made by and between the Town of Parker, a Colorado home rule municipality (the "Assignor"), and the City of Aurora, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "Assignee").

RECITALS

A. Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability company, as the grantor and the Town of Parker, as grantee, entered into the "Slope Easement Agreement" on June 17, 2019, which was recorded on June 17, 2019, with the Douglas County Clerk and Recorder's Office, at Reception No. 2019034593 (the "Agreement), which is attached hereto as **Exhibit 1** and incorporated by this reference (the "Easement Agreement").

B. The Assignor desires to assign the Easement Agreement to Assignee and Assignee desires to assume all of the Assignor's obligations under the Easement Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns all of its obligations, rights, title and interest under the Easement Agreement to Assignee.

2. Assignee hereby assumes all of the Assignor's obligations, rights, title and interest under the Easement Agreement.

3. The Assignor represents and warrants that it has satisfied all conditions precedent, as required by the Easement Agreement for this assignment by the Assignor and assumption by Assignee.

4. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

5. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

6. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said

null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

7. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

8. The Recitals of this Agreement are incorporated herein by this reference.

9. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR: TOWN OF PARKER, a Colorado home rule municipality

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

ASSIGNEE: CITY OF AURORA, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado

_____*Exhibit – do not sign*_____
Director of Public Works or Designee

APPROVED AS TO FORM:

_____
Michelle Gardner, Sr. Assistant City Attorney

Ref #2019034593, Date: 6/17/2019 1:49 PM, Pages: 1 of 6 ,RECORDING $38.00 0
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

EXHIBIT 1

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way that is created by this Easement.

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way 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: DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP, LLLP, a Colorado limited liability limited partnership

By: _____
Peter Niederman, Manager
[Print name, title]

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Niederman, as Manager of Douglas County Associates Limited Partnership, LLLP.

My commission expires: 1/3/22

WITNESS my hand and official seal.

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

_____
Notary Public

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CONSENT OF LENDER

Consolidated Equities, Ltd., a Colorado corporation ("Lender"), as the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded on June 21, 1995, at Reception No. 9527329, in the real property records of the Douglas County Clerk and Recorder's Office; modified on February 1, 2001, at Reception No. 1007263 in the real property records of the Douglas County Clerk and Recorder's Office; and assigned on June 20, 2001, at Reception No. 1055308 in the real property records of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby agrees that it has consented to the terms and provisions of this Drainage Easement Agreement and that any subsequent foreclosure of the Deed of Trust secured by the property described herein shall not extinguish this Slope Easement Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 7 day of June, 2019.

LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

By: _____
Peter Niederman V.P.
[name/title]

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Niederman, as V.P. of Consolidated Equities, Ltd.

My commission expires: 1/3/22.

SEAL
PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF SAID NORTHWEST QUARTER BEARS SOUTH 00°07'08" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID WEST LINE, SOUTH 00°07'08" EAST, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF VALLEY HI, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 144478 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, SOUTH 18°29'36" EAST, A DISTANCE OF 34.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°42'00" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°10'52", AN ARC LENGTH OF 167.94 FEET;

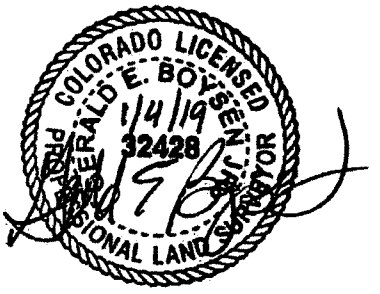
THENCE ALONG A LINE BEING THIRTY (30) FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER, SOUTH 00°07'08" EAST, A DISTANCE OF 676.14 FEET;

THENCE SOUTH 89°52'52" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID VALLEY HI AND SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°07'08" WEST, A DISTANCE OF 875.02 FEET TO THE **POINT OF BEGINNING**.

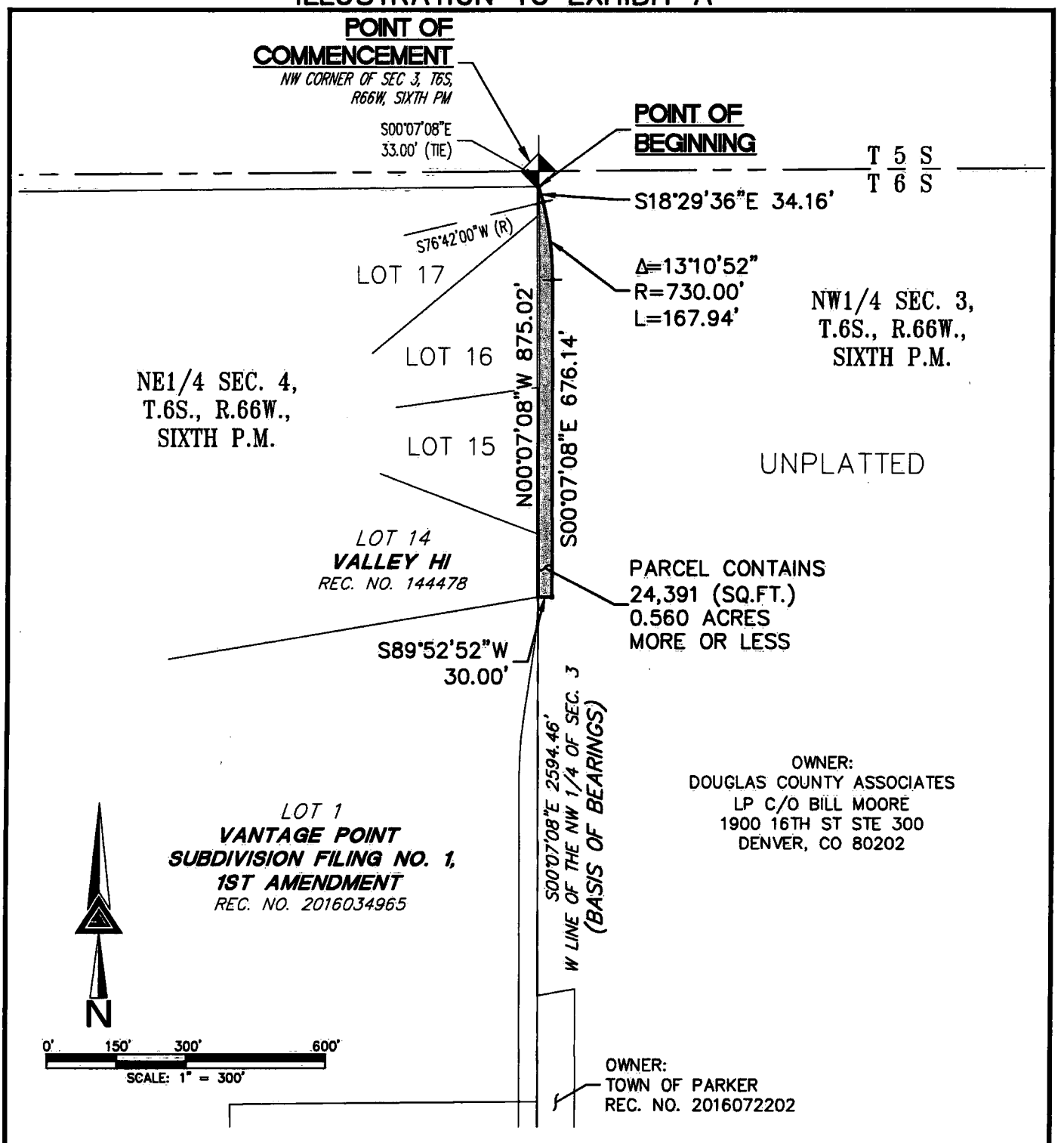
CONTAINING AN AREA OF 0.560 ACRES, (24,391 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



GERALD E. BOYSEN JR., PLS NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
(303) 713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: 2018-12-27 - SLOPE EASEMENT 1.DWG
DWG: CWB CHK: GEB
DATE: 01/03/2019
SCALE: 1" = 300'

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

Q:\24918-15 - Kings Point Way - Legal Descriptions\Dwg\EXHIBITS

SLOPE EASEMENT 1

NW 1/4 SEC. 3, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24918-15

EXHIBIT D-2

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (RECORDED AT DOUGLAS COUNTY CLERK AND RECORDER RECEPTION NO. 2019034594)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (the "Agreement") is dated as of _____ __, 2024 (the "Effective Date"), and is made by and between the Town of Parker, a Colorado home rule municipality (the "Assignor"), and the City of Aurora, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "Assignee").

RECITALS

A. Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability company, as the grantor and the Town of Parker, as grantee, entered into the "Slope Easement Agreement" on June 17, 2019, which was recorded on June 17, 2019, with the Douglas County Clerk and Recorder's Office, at Reception No. 2019034594 (the "Agreement), which is attached hereto as **Exhibit 1** and incorporated by this reference (the "Easement Agreement").

B. The Assignor desires to assign the Easement Agreement to Assignee and Assignee desires to assume all of the Assignor's obligations under the Easement Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns all of its obligations, rights, title and interest under the Easement Agreement to Assignee.

2. Assignee hereby assumes all of the Assignor's obligations, rights, title and interest under the Easement Agreement.

3. The Assignor represents and warrants that it has satisfied all conditions precedent, as required by the Easement Agreement for this assignment by the Assignor and assumption by Assignee.

4. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

5. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

6. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said

null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

7. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

8. The Recitals of this Agreement are incorporated herein by this reference.

9. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR: TOWN OF PARKER, a Colorado home rule municipality

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

ASSIGNEE: CITY OF AURORA, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado

_____*Exhibit – do not sign*_____
Director of Public Works or Designee

APPROVED AS TO FORM:

_____
Michelle Gardner, Sr. Assistant City Attorney

Ref #2019034594, Date: 6/17/2019 1:49 PM, Pages: 1 of 6 ,RECORDING $38.00 0
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

EXHIBIT 1

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way that is created by this Easement.

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way 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: DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP, LLLP, a Colorado limited liability limited partnership

By: _____
Peter Nederman, Manager
[Printed name, title]

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Nederman, as Manager of Douglas County Associates Limited Partnership, LLLP.

My commission expires: 1/3/22

WITNESS my hand and official seal.

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

_____
Notary Public

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CONSENT OF LENDER

Consolidated Equities, Ltd., a Colorado corporation ("Lender"), as the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded on June 21, 1995, at Reception No. 9527329, in the real property records of the Douglas County Clerk and Recorder's Office; modified on February 1, 2001, at Reception No. 1007263 in the real property records of the Douglas County Clerk and Recorder's Office; and assigned on June 20, 2001, at Reception No. 1055308 in the real property records of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby agrees that it has consented to the terms and provisions of this Drainage Easement Agreement and that any subsequent foreclosure of the Deed of Trust secured by the property described herein shall not extinguish this Slope Easement Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 7 day of June, 2019.

LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

By: _____
[name/title]
V.P.

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Nederman, as V.P. of Consolidated Equities, Ltd.

My commission expires: 1/3/22.

SEAL

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°07'08" WEST, A DISTANCE OF 1350.95 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00°07'08" WEST, A DISTANCE OF 335.49 FEET;

THENCE DEPARTING SAID WESTERLY LINE NORTH 89°52'52"EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 730.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°52'52" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 89.68 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 06°55'11" WEST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET;

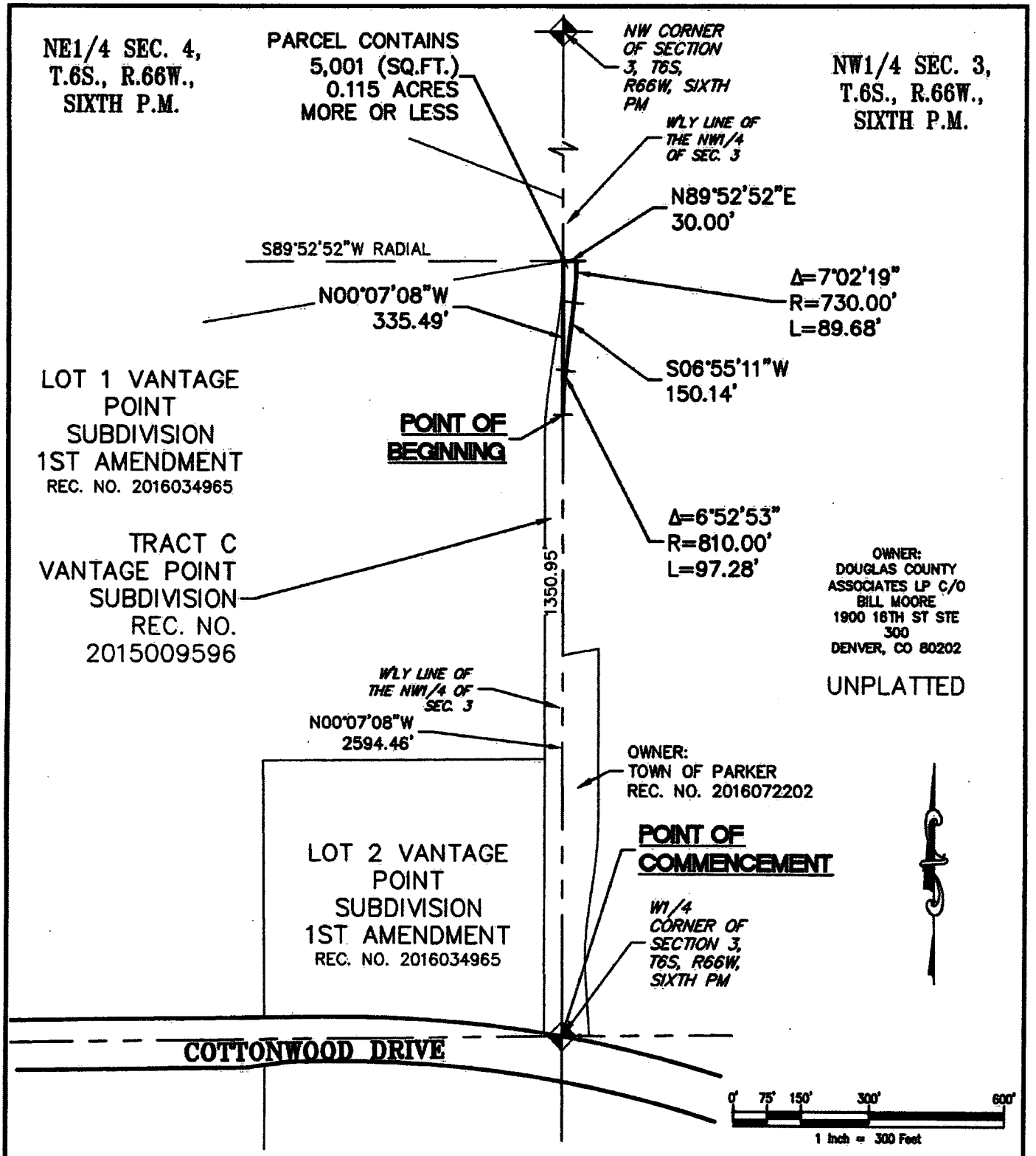
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°52'53", AN ARC LENGTH OF 97.28 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.115 ACRES, (5,001 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: G:\31917-05\DWG\EXHIBITS\
DWG NAME: SLOPE_DC ASSOC
DWG: DEC CHK:
DATE: 09-21-17
SCALE: 1" = 300'

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

EXHIBIT A
NW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 31917-05 2 OF 2 SHEETS

EXHIBIT D-3

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (RECORDED AT DOUGLAS COUNTY CLERK AND RECORDER RECEPTION NO. 2019034595)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (the "Agreement") is dated as of _____ __, 2024 (the "Effective Date"), and is made by and between the Town of Parker, a Colorado home rule municipality (the "Assignor"), and the City of Aurora, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "Assignee").

RECITALS

A. Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability company, as the grantor and the Town of Parker, as grantee, entered into the "Slope Easement Agreement" on June 17, 2019, which was recorded on June 17, 2019, with the Douglas County Clerk and Recorder's Office, at Reception No. 2019034595 (the "Agreement), which is attached hereto as **Exhibit 1** and incorporated by this reference (the "Easement Agreement").

B. The Assignor desires to assign the Easement Agreement to Assignee and Assignee desires to assume all of the Assignor's obligations under the Easement Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns all of its obligations, rights, title and interest under the Easement Agreement to Assignee.

2. Assignee hereby assumes all of the Assignor's obligations, rights, title and interest under the Easement Agreement.

3. The Assignor represents and warrants that it has satisfied all conditions precedent, as required by the Easement Agreement for this assignment by the Assignor and assumption by Assignee.

4. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

5. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

6. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said

null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

7. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

8. The Recitals of this Agreement are incorporated herein by this reference.

9. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR: TOWN OF PARKER, a Colorado home rule municipality

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

ASSIGNEE: CITY OF AURORA, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado

_____*Exhibit – do not sign*_____
Director of Public Works or Designee

APPROVED AS TO FORM:

_____
Michelle Gardner, Sr. Assistant City Attorney

Ref #2019034595, Date: 6/17/2019 1:49 PM, Pages: 1 of 6 ,RECORDING $38.00 0
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

EXHIBIT 1

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way that is created by this Easement.

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way 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: DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP, LLLP, a Colorado limited liability limited partnership

By: _____
~~[Print name~~, title] MANAGER

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The ~~foregoing~~ instrument was acknowledged before me this 7th day of June, 2019, by Peter Nederman, as Manager of Douglas County Associates Limited Partnership, LLLP.

My commission expires: 1/3/22

WITNESS my hand and official seal.

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

_____
Notary Public

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CONSENT OF LENDER

Consolidated Equities, Ltd., a Colorado corporation ("Lender"), as the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded on June 21, 1995, at Reception No. 9527329, in the real property records of the Douglas County Clerk and Recorder's Office; modified on February 1, 2001, at Reception No. 1007263 in the real property records of the Douglas County Clerk and Recorder's Office; and assigned on June 20, 2001, at Reception No. 1055308 in the real property records of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby agrees that it has consented to the terms and provisions of this Drainage Easement Agreement and that any subsequent foreclosure of the Deed of Trust secured by the property described herein shall not extinguish this Slope Easement Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 7 day of JUNE, 2019.

LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

By: _____
Peter Niederman V.P.
[name/title]

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Niederman, as V.P. of Consolidated Equities, Ltd.

My commission expires: 1/3/22.

SEAL

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3. 2022

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF SAID NORTHWEST QUARTER BEARS SOUTH 00°07'08" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°35'41° EAST, A DISTANCE OF 79.92 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°35'41" EAST, A DISTANCE OF 20.36 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 11°10'53" EAST, A DISTANCE OF 74.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 830.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°03'45", AN ARC LENGTH OF 160.25 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 236.81 FEET;

THENCE SOUTH 15°09'29" EAST, A DISTANCE OF 96.35 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 99.17 FEET;

THENCE SOUTH 24°37'16" WEST, A DISTANCE OF 59.74 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 192.86 FEET;

THENCE SOUTH 89°52'52" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°07'08" WEST, A DISTANCE OF 676.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°03'45", AN ARC LENGTH OF 156.39 FEET;

THENCE NORTH 11°10'53" WEST, A DISTANCE OF 78.31 FEET TO THE **POINT OF BEGINNING**.

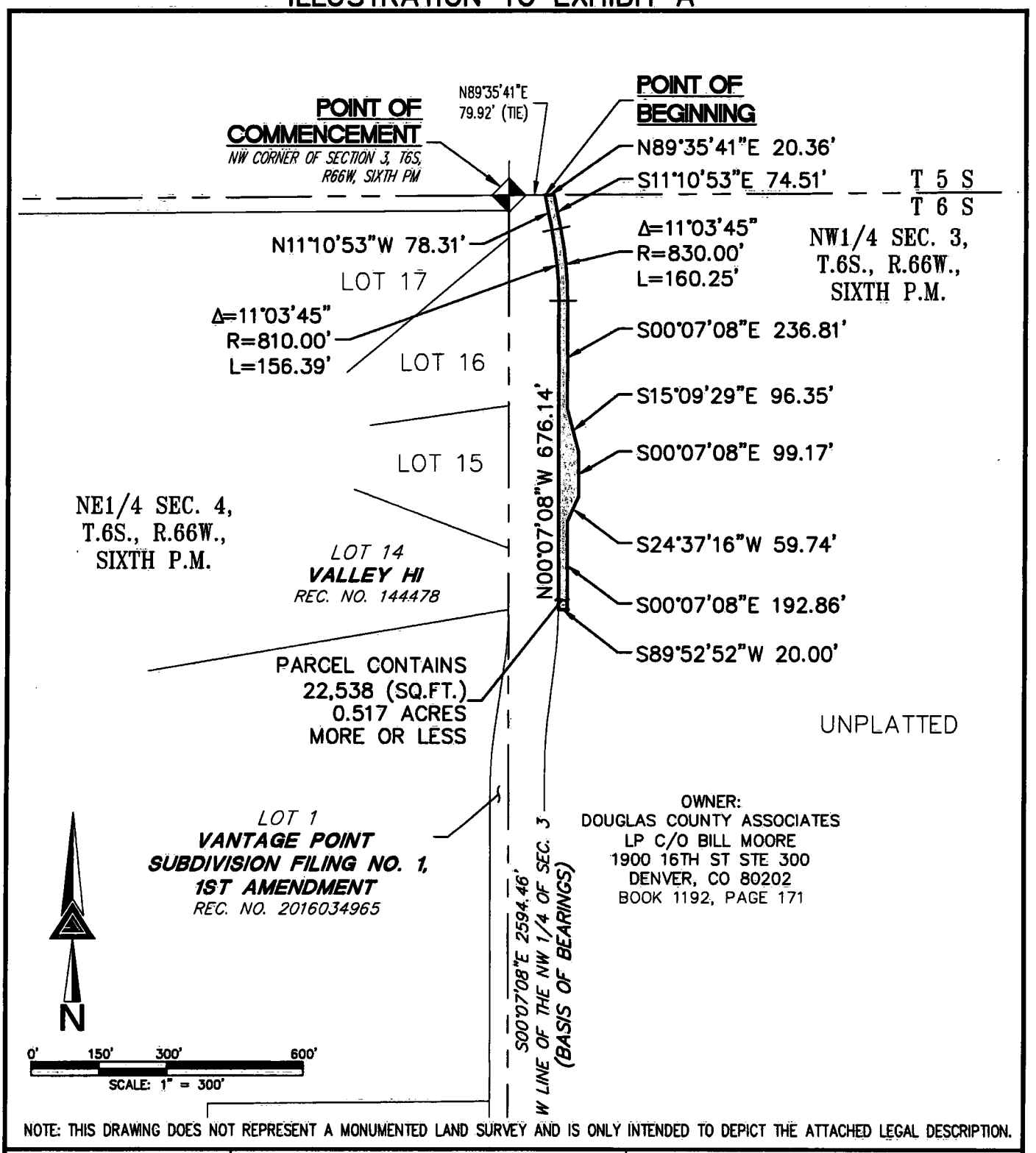
CONTAINING AN AREA OF 0.517 ACRES, (22,538 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
GERALD E. BOYSEN JR.
1/4/19
32428
PROFESSIONAL LAND SURVEYOR

GERALD E. BOYSEN JR., PLS NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
(303) 713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: 2018-12-27 - SLOPE EASEMENT 2.DWG
DWG: CWB CHK: GEB
DATE: 01/03/2019
SCALE: 1" = 300'

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

Q:\24918-15 - Kings Point Way - Legal Descriptions\Dwg\EXHIBITS

SLOPE EASEMENT 2

NW 1/4 SEC. 3, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24918-15

EXHIBIT D-4

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (RECORDED AT DOUGLAS COUNTY CLERK AND RECORDER RECEPTION NO. 2019034596)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR SLOPE EASEMENT AGREEMENT (the "Agreement") is dated as of _____ __, 2024 (the "Effective Date"), and is made by and between the Town of Parker, a Colorado home rule municipality (the "Assignor"), and the City of Aurora, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "Assignee").

RECITALS

A. Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability company, as the grantor and the Town of Parker, as grantee, entered into the "Slope Easement Agreement" on June 17, 2019, which was recorded on June 17, 2019, with the Douglas County Clerk and Recorder's Office, at Reception No. 2019034596 (the "Agreement), which is attached hereto as **Exhibit 1** and incorporated by this reference (the "Easement Agreement").

B. The Assignor desires to assign the Easement Agreement to Assignee and Assignee desires to assume all of the Assignor's obligations under the Easement Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns all of its obligations, rights, title and interest under the Easement Agreement to Assignee.

2. Assignee hereby assumes all of the Assignor's obligations, rights, title and interest under the Easement Agreement.

3. The Assignor represents and warrants that it has satisfied all conditions precedent, as required by the Easement Agreement for this assignment by the Assignor and assumption by Assignee.

4. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

5. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

6. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said

null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

7. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

8. The Recitals of this Agreement are incorporated herein by this reference.

9. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR: TOWN OF PARKER, a Colorado home rule municipality

_____*Exhibit – do not sign*_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

ASSIGNEE: CITY OF AURORA, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado

_____*Exhibit – do not sign*_____
Director of Public Works or Designee

APPROVED AS TO FORM:

_____
Michelle Gardner, Sr. Assistant City Attorney

Ref #2019034596, Date: 6/17/2019 1:49 PM, Pages: 1 of 8 ,RECORDING $48.00 0
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

EXHIBIT 1

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT, made this 17th day of June, 2019, between Douglas County Associates Limited Partnership, LLLP, a Colorado limited liability limited partnership, whose legal address is 50 S. Glenmoor Circle, Englewood, Colorado 80113-7121 (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 following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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, including the growing and cultivating of trees, shrubs and other plant materials as well as landscaping. 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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way that is created by this Easement.

SLOPE EASEMENT AGREEMENT

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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:

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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, monetary encumbrances and restrictions of whatever kind or nature whatsoever, except for non-delinquent real property taxes and that certain deed of trust referenced in the Consent of Lender attached to this Agreement.

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 Kings Point Way 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: DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP, LLLP, a Colorado limited liability limited partnership

By: _____
[Printed name, title]

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Nederman, as Manager of Douglas County Associates Limited Partnership, LLLP.

My commission expires: 1/3/22

WITNESS my hand and official seal.

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3, 2022

_____
Notary Public

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CONSENT OF LENDER

Consolidated Equities, Ltd., a Colorado corporation ("Lender"), as the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded on June 21, 1995, at Reception No. 9527329, in the real property records of the Douglas County Clerk and Recorder's Office; modified on February 1, 2001, at Reception No. 1007263 in the real property records of the Douglas County Clerk and Recorder's Office; and assigned on June 20, 2001, at Reception No. 1055308 in the real property records of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby agrees that it has consented to the terms and provisions of this Drainage Easement Agreement and that any subsequent foreclosure of the Deed of Trust secured by the property described herein shall not extinguish this Slope Easement Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 7th day of June, 2019.

LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

By: _____
Peter Nederman [name/title]
V.P.

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Peter Nederman, as V.P. of Consolidated Equities, Ltd.

My commission expires: 1/3/22.

SEAL

PAMELA J KNEPP
Notary Public – State of Colorado
Notary ID 20014037734
My Commission Expires Jan 3. 2022

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

A PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A WARRANTY DEED RECORDED ON APRIL 13, 1994 IN BOOK 1192 AT PAGE 171, IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3, WHENCE THE NORTHWEST CORNER OF SAID SECTION 3 BEARS NORTH 00°07'08" WEST, A DISTANCE OF 2,594.46 FEET;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 00°07'08" WEST, A DISTANCE OF 830.05 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2016072202 IN SAID RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°57'11" EAST;

THENCE DEPARTING SAID WEST LINE, ALONG THE NORTHERLY LINE OF SAID PARCEL, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°14'21", AN ARC LENGTH OF 81.30 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY LINE NON-TANGENT TO SAID CURVE, NORTH 00°07'08"WEST, A DISTANCE OF 504.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 89.68 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 06°55'11" EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 99.51 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 89°52'52" EAST, A DISTANCE OF 32.60 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 104.03 FEET;

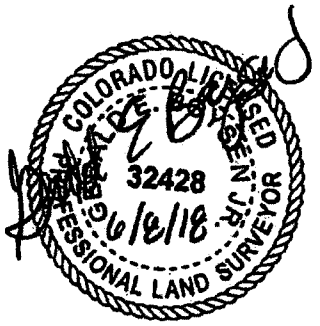
THENCE SOUTH 06°55'11" WEST, A DISTANCE OF 233.44 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 501.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 07°20'46" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°22'04", AN ARC LENGTH OF 34.33 FEET TO THE **POINT OF BEGINNING**.

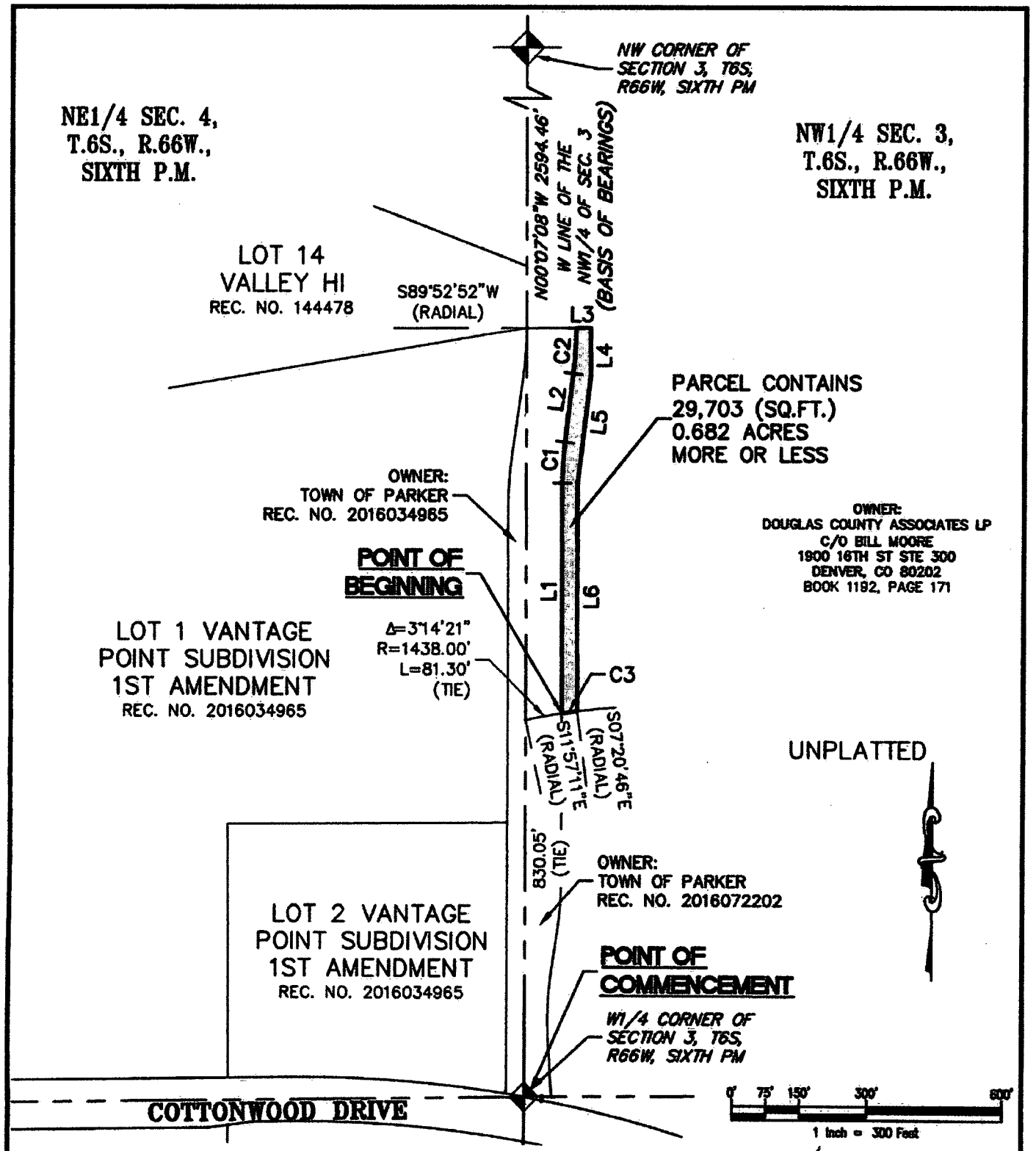
CONTAINING AN AREA OF 0.682 ACRES, (29,703 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



GERALD E. BOYSEN, JR., PLS NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: G:\24918-15\DWG\EXHIBITS\
DWG NAME: SLOPE 2_DC ASSOC REV
DWG: GB CHK: JRW
DATE: 06-07-2018
SCALE: 1" = 300'

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

EXHIBIT A
NW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 24918-15 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°07'08"W	504.26'
L2	N06°55'11"E	150.14'
L3	N89°52'52"E	32.60'
L4	S00°07'08"E	104.03'
L5	S06°55'11"W	233.44'
L6	S00°07'08"E	501.53'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°02'19"	730.00'	89.68'
C2	7°02'19"	810.00'	99.51'
C3	1°22'04"	1438.00'	34.33'

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

PATH: G:\24918-15\DWG\EXHIBITS\
DWG NAME: SLOPE 2_DC ASSOC REV
DWG: DEC CHK:
DATE: 06-07-2018
SCALE: NA

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

EXHIBIT A
NW1/4 S3, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 24918-15

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.617- First Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Outdoor Storage II, LLC, and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson
Second Reading: **June 17, 2024**

EXECUTIVE SUMMARY

This item is to approve an ordinance for the right-of-way purchase and sale agreement for the conveyance of real property necessary to construct the Dransfeldt Road extension capital improvement project. This agreement is needed for planned improvements to Motsenbocker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project that commenced earlier this year, improvements to Motsenbocker Road between Todd Drive and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct. The project also includes a widening of the current curve on Motsenbocker Road near the Tree Source – Parker plant nursery and drainage improvements to the KOA tributary.

On June 5, 2023, Town Council approved Ordinance 1.576, which authorized staff to proceed with good faith negotiations regarding acquiring of right-of-way (fee), permanent easements, and temporary construction easements along Motsenbocker Road necessary to construct the project which affected five (5) property owners along this section of Motsenbocker Road. The Outdoor Storage II property is primarily an RV storage facility and is the subject of this item.

The Outdoor Storage II parcel is located on the west side of Motsenbocker Road to the north of the Salisbury Heights subdivision and 1,166 square feet (SF) of additional right-of-way (fee) is needed to accommodate the improved Motsenbocker Road section at this location. The right-of-way acquisition changed as part of the negotiations with the property owner as the originally

proposed slope easement area was converted to a right-of-way (fee) conveyance. In addition, 2,475 square feet (SF) of temporary construction easement is needed for the improvements. See the attached vicinty map for additional information on this acquisition.

FINANCIAL IMPACT

The purchase price of this acquisition is $24,300. Funding for this acquisition has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

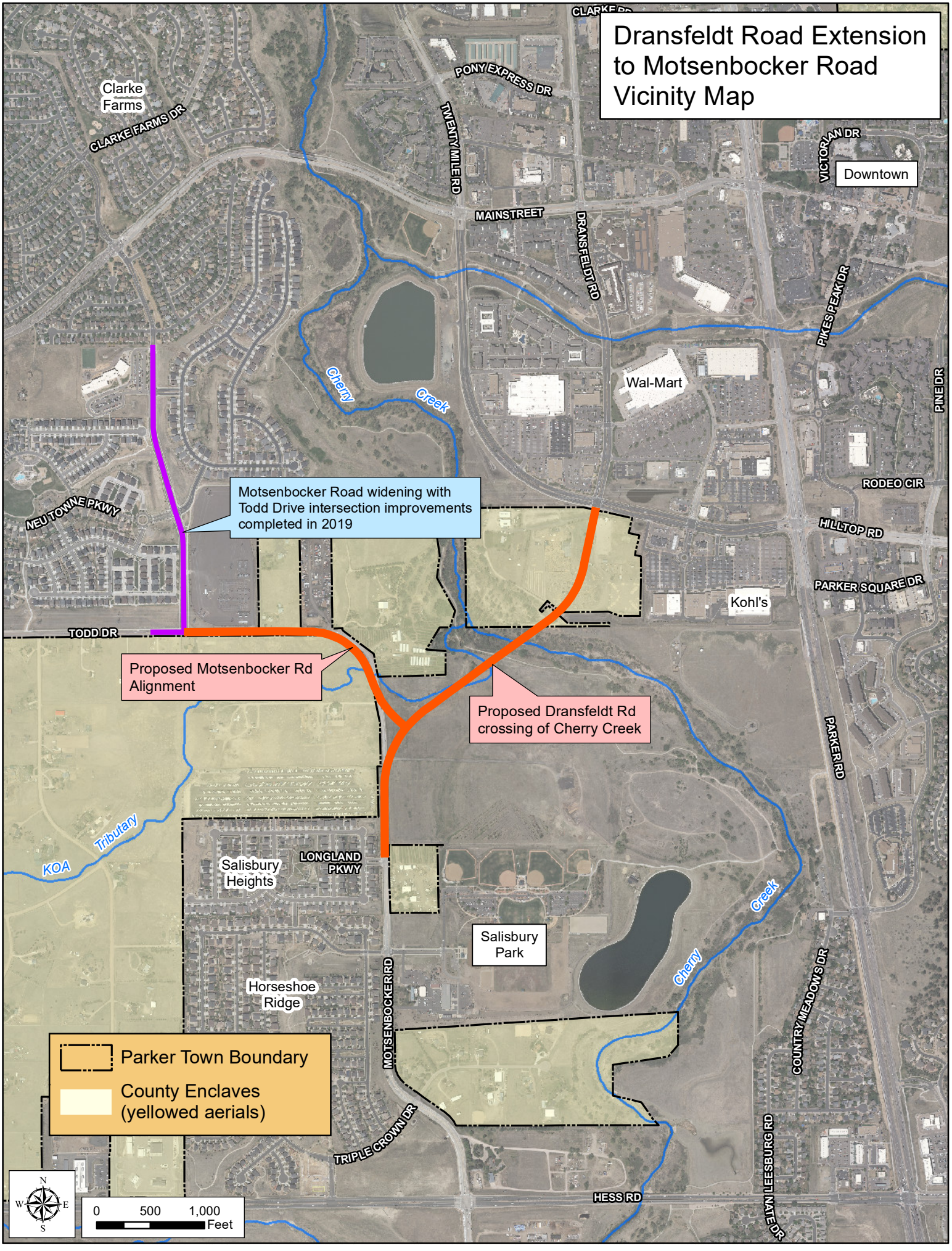
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Outdoor Storage II LLC Easements Vicinity Map
3. Ordinance No. 1.617

RECOMMENDED MOTION

I move to approve Ordinance No. 1.617 on first reading and to schedule second reading for June 17, 2024, as part of the consent agenda.


Dransfeldt Road Extension to Motsenbocker Road Vicinity Map
Clarke Farms
CLARKE FARMS DR
PONY EXPRESS DR
TWENTY MILE RD
MAINSTREET
DRANSFELDT RD
VICTORIAN DR
Downtown
PIKES PEAK DR
PINE DR
Cherry Creek
Wal-Mart
RODEO CIR
HILLTOP RD
PARKER SQUARE DR
Kohl's
NEU TOWNE PKWY
Motsenbocker Road widening with Todd Drive intersection improvements completed in 2019
TODD DR
Proposed Motsenbocker Rd Alignment
Proposed Dransfeldt Rd crossing of Cherry Creek
PARKER RD
Tributary
KOA
Salisbury Heights
LONGLAND PKWY
Salisbury Park
Cherry Creek
Horseshoe Ridge
MOTSENBOCKER RD
COUNTRY MEADOWS DR
TRIPLE CROWN DR
HESS RD
LEESBURG RD
Parker Town Boundary
County Enclaves (yellowed aerials)
N
W
E
S
0
500
1,000
Feet

Outdoor Storage II LLC Easements
Vicinity Map
EXISTING TOWN
RIGHT-OF-WAY
FUTURE MOTSENBOCKER RD
Outdoor Storage II LLC
Property
Permanent dedication
of right-of-way (red)
Temporary construction easement
(hatched area)
MOTSENBOCKER RD
TELFORD AVE
EDENFELD ST
N
W
E
S
0
100
200
Feet

ORDINANCE NO. 1.617, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN OUTDOOR STORAGE II, LLC, AND THE TOWN OF PARKER CONCERNING MOTSENBOCKER ROAD

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 Right-of-Way Purchase and Sale Agreement by and between Outdoor Storage II, LLC, and the Town of Parker concerning Motsenbocker Road, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024, by and between **Outdoor Storage II, LLC, a Colorado limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises;

(b) A temporary construction easement located in Douglas County, Colorado, and more specifically described in **Exhibit B.**

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$24,300.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the Property described in **Exhibit A**, and temporary easement rights described in **Exhibit B**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and

to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit C to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser at its sole option, may extend the date of closing for another 180 calendar days by providing Seller with written notice in advance of December 31, 2024 or exercise Purchaser's "Remedies" in the

section contained herein. Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable

to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy

shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Outdoor Storage II, LLC,
a Colorado limited liability company

BY: R Walker

TITLE: Mgr.

PRINT: Ralph Walker

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The above and foregoing document was acknowledged before me this 13 day of May, 2024 by ~~Outdoor Storage II, LLC~~ as Manager of Outdoor Storage II, LLC, a Colorado limited liability company by Ralph Walker

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

12-31-2027

JUSTINA LOUISE THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194048154
MY COMMISSION EXPIRES DECEMBER 31, 2027

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT A

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°15'38" EAST, A DISTANCE OF 2,382.42 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 69.85 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 46°01'20" WEST, A DISTANCE OF 15.51 FEET;

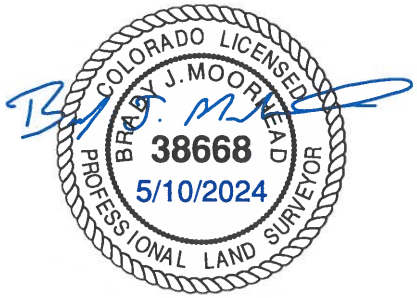
THENCE NORTH 16°19'58" WEST, A DISTANCE OF 48.80 FEET;

THENCE NORTH 00°01'39" EAST, A DISTANCE OF 12.54 FEET

THENCE SOUTH 89°16'09" EAST, A DISTANCE OF 23.55 FEET TO THE **POINT OF BEGINNING**.

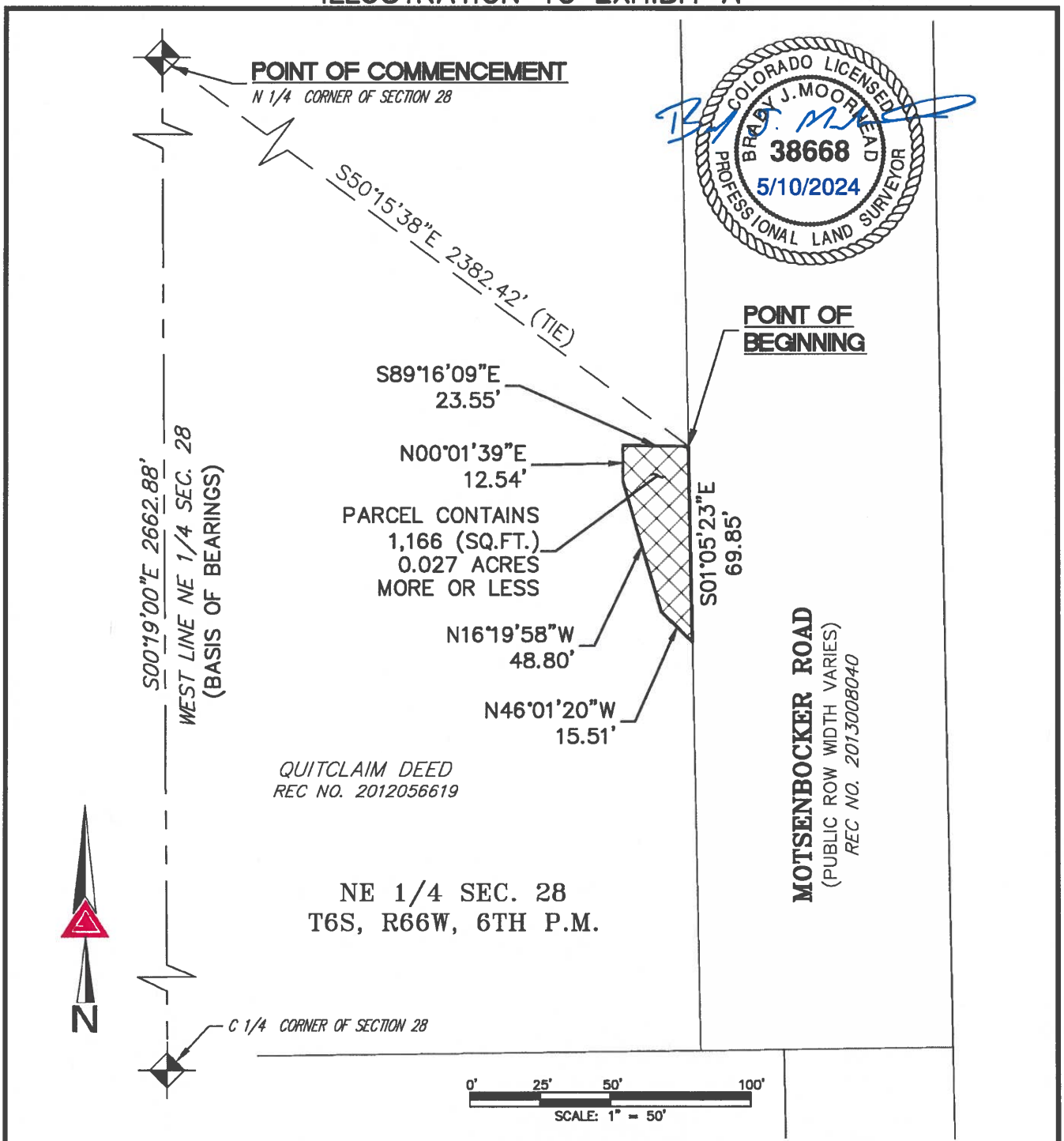
CONTAINING AN AREA OF 0.027 ACRES, (1,166 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



COLORADO LICENSED
BRADY J. MOORHEAD
38668
5/10/2024
PROFESSIONAL LAND SURVEYOR

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

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

PROPOSED RIGHT-OF-WAY
NE 1/4 SEC. 28, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LDS\DWG\EXHIBITS\2024-05-10 MOTSENBOCKER RD - ROW (S) OUTDOOR STORAGE.DWG
JOB NUMBER: 24923-02 DATE: 5/10/2024 DWG: GLW CHK: RDS 2 OF 2 SHEETS

EXHIBIT B

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2012056619 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 50°41'50" EAST, A DISTANCE OF 2,366.90 FEET TO THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01°05'23" EAST, A DISTANCE OF 106.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 42°27'44" WEST, A DISTANCE OF 23.40 FEET;

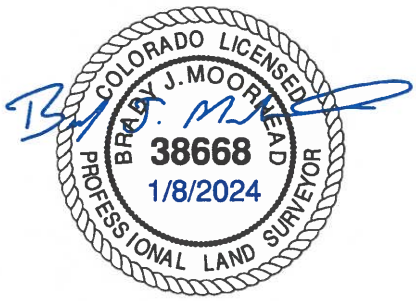
THENCE NORTH 20°34'47" WEST, A DISTANCE OF 42.23 FEET;

THENCE NORTH 00°01'39" EAST, A DISTANCE OF 49.92 FEET;

THENCE SOUTH 89°58'21" EAST, A DISTANCE OF 28.59 FEET TO THE **POINT OF BEGINNING;**

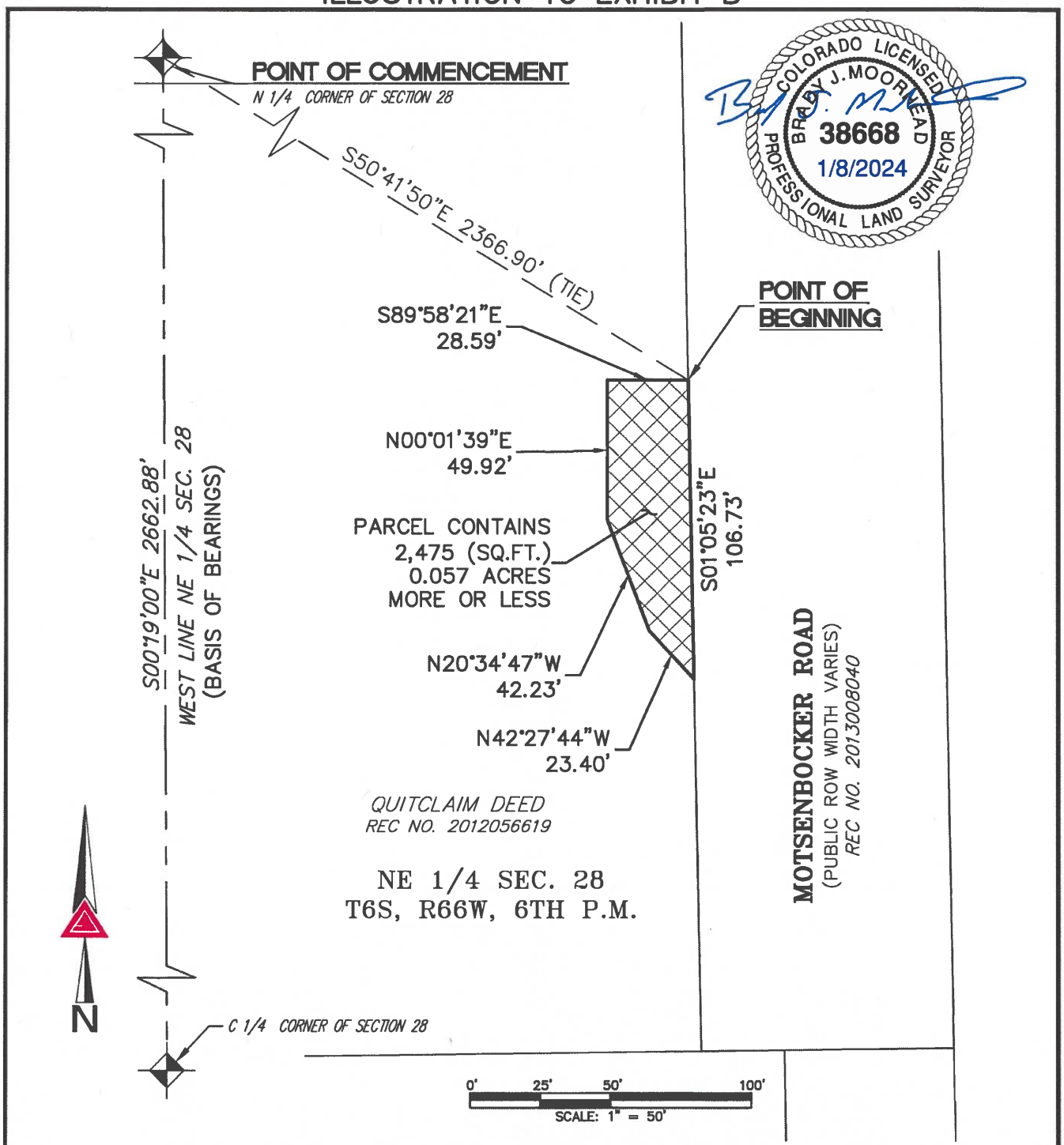
CONTAINING AN AREA OF 0.057 ACRES, (2,475 SQUARE FEET), MORE OR LESS.

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



COLORADO LICENSED
BRADY J. MOORHEAD
38668
PROFESSIONAL LAND SURVEYOR
1/8/2024

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

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

TEMPORARY CONSTRUCTION EASEMENT
NE 1/4 SEC. 28, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LDS\DWG\EXHIBITS\2023-03-13 MOTSENBOCKER RD - TCE (S).DWG
JOB NUMBER: 24923-02 DATE: 3/13/2023 DWG: GLW CHK: RDS 2 OF 2 SHEETS

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **PARKER PAVILIONS**

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item is for the approval of two (2) resolutions accepting the conveyance of right-of-way for Twenty Mile Road and Dransfeldt Road in the Parker Pavilions development area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In January 2024, a representative for a property owner within the Parker Pavilions commercial development contacted Town staff regarding some parcels of property that they felt they should not own. Their concern was that the parcels appeared to be right-of-way, and they wanted to give these parcels to the Town. Upon reviewing the Parker Pavilions subdivision plat that was approved in 1999, Tract E (3,681 square feet in area) was intended to be a public right-of-way dedication for the east side of Dransfeldt Road. Tract F (12,050 square feet in area) was also intended to be a public right-of-way dedication for the north side of Twenty Mile Road. The issue with this subdivision plat is that there was no language to dedicate/transfer these two (2) tracts to the Town of Parker, but they were designated as public right-of-way on the recorded subdivision plat document. As a result, they have remained in private ownership since the subdivision plat was created and have been utilized by the public since the roadways were opened in 2000. These two (2) tracts are included in Resolution No. 24-031.

In addition, the representative identified another small parcel totaling 359 square feet located approximately on the northeast corner of Twenty Mile Road/Dransfeldt Road intersection. This parcel required more research involving title company and professional surveying review. The parcel appears to have been created due to a surveying mistake at roughly the same time as the Parker Pavilions plat. The property in question is part of the Dransfeldt Road right-of-way and is where several utilities have installed their infrastructure to serve the adjacent commercial developments. This parcel is included in Resolution No. 24-032.

After reviewing these documents, staff believes that these three (3) parcels were intended to be public right-of-way. The property owner has no interest in them and has executed quit claim deeds for them. Resolutions are needed to accept these conveyances to address this issue.

FINANCIAL IMPACT

None. The Town has been maintaining these areas as public infrastructure since the roadway capital improvement project was completed and opened to the public in 2000.

STRATEGIC GOAL(S)

ATTACHMENTS

1. BRE DDR Parker Pavilions Tracts E and F Quit Claims Vicinity Map
2. BRE DDR Parker Pavilions Portion Lot 9 Quit Claim Vicinity Map
3. Resolution No. 24-031
4. Resolution No. 24-032

RECOMMENDED MOTION

I move to approve Resolutions No. 24-031 and No. 24-032, as part of the consent agenda.

BRE DDR Parker Pavilions LLC
Tract E and F Quit Claims
Vicinity Map
DRIVEWAY
DRIVEWAY
Tract E
SPN: 223322301028
DRANSFELDT RD
PAVILION DR
TWENTY MILE RD
Tract F
SPN: 223322301041
N
W
E
S
0
100
200
Feet

BRE DDR Parker Pavilions LLC
Portion Lot 9 Quit Claim
Vicinity Map
DRIVEWAY
DRIVEWAY
DRANSFELDT RD
Portion Lot 9
SPN: 223322300020
PAVILION DR
TWENTY MILE RD
N
W
E
S
0
100
200
Feet

RESOLUTION NO. 24-031, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM BRE DDR PARKER PAVILIONS LLC, (AS THE SUCCESSOR IN INTEREST TO JDN INTERMOUNTAIN DEVELOPMENT, PARKER PAVILION, LLC) AND WAL-MART REAL ESTATE BUSINESS TRUST FOR TRACTS E AND F, PARKER PAVILIONS FINAL PLAT FILING NO. 1 FIRST AMENDMENT (PARCEL NUMBERS 223322301028 AND 22332230141, RESPECTIVELY)

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from BRE DDR Parker Pavilions LLC, (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC) and Wal-Mart Real Estate Business Trust for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively);

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 BRE DDR Parker Pavilions LLC, (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC) and Wal-Mart Real Estate Business Trust for Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment (Parcel Numbers 223322301028 and 22332230141, respectively), as provided in the Quit Claim Deed attached as **Exhibit 1,** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT 1

QUIT CLAIM DEED

BRE DDR Parker Pavilions LLC, a Delaware limited liability company (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC, a Georgia limited liability company), whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, whose address is 2608 SE J Street, Bentonville, Arkansas 72716, as tenants-in-common (jointly, "Grantors"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby convey and quitclaim to the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado ("Grantee"), all of Grantors' interests, if any, in the following real property, in the County of Douglas, State of Colorado, to wit:

Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment,
County of Douglas, State of Colorado

(Parcel Numbers 223322301028 and 22332230141, respectively), as depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference, with all their appurtenances.

No representations of any kind have been made by Grantors or anyone on their behalf to the Grantee as to the condition of the property described herein, and it is understood and agreed by the parties that the property is conveyed and quitclaimed AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

Signed this 1st day of May, 2024.

GRANTOR: BRE DDR PARKER PAVILIONS LLC, a Delaware limited liability company

Amanda M. Seewald [name/title]
Assoc. General Counsel

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 1st day of May, 2024, by Amanda M. Seewald, as Assoc. General Counsel of BRE DDR Parker Pavilions LLC, a Delaware limited liability company.

My commission expires: 3-12-29.

SEAL

Notary Public

NICOLE MULLOY
Notary Public, State of Ohio
My Commission Expires
March 12, 2029

GRANTOR: WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

Scott Grecar, Director [*name/title*]

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 1 day of May, 2024, by Scott Grecar, as Director, of Wal-Mart Real Estate Business Trust, a Delaware statutory trust.

My commission expires: 7-1-33.

SEAL

Joseph A Pritchard
Notary Public

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

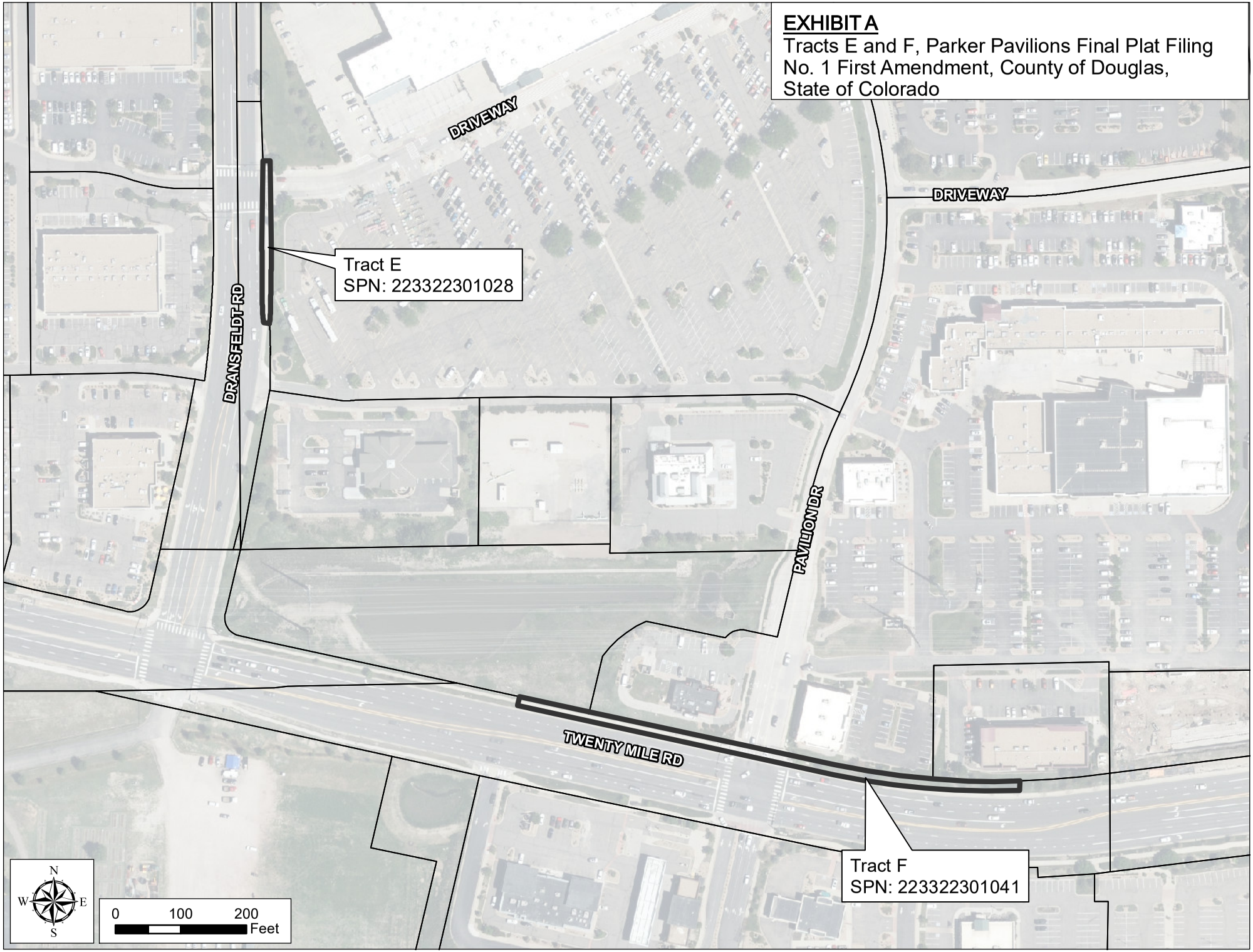


EXHIBIT A
Tracts E and F, Parker Pavilions Final Plat Filing No. 1 First Amendment, County of Douglas, State of Colorado
DRIVEWAY
DRIVEWAY
DRANSFELDT RD
Tract E
SPN: 223322301028
PAVILION DR
TWENTY MILE RD
Tract F
SPN: 223322301041
N
W
E
S
0
100
200
Feet

RESOLUTION NO. 24-032, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM BRE DDR PARKER PAVILIONS LLC (AS THE SUCCESSOR IN INTEREST TO JDN INTERMOUNTAIN DEVELOPMENT, PARKER PAVILION, LLC) FOR A PORTION OF PROPERTY LYING WITHIN LOT 9, PARKER PAVILIONS, FILING NO. 1 FIRST AMENDMENT (PARCEL NUMBER 223322300020)

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from BRE DDR Parker Pavilions LLC (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC) for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020);

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 BRE DDR Parker Pavilions LLC (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC) for a Portion of Property Lying Within Lot 9, Parker Pavilions, Filing No. 1 First Amendment (Parcel Number 223322300020), as provided in the Quit Claim Deed attached as **Exhibit 1,** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT 1

QUIT CLAIM DEED

BRE DDR Parker Pavilions LLC, a Delaware limited liability company (as the successor in interest to JDN Intermountain Development, Parker Pavilion, LLC, a Georgia limited liability company), whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, County of Cuyahoga, State of Ohio ("Grantor"), 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 ("Grantee"), 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

(Parcel Number 223322300020) with all its appurtenances.

Signed this 1st day of May, 2024.

GRANTOR: BRE DDR PARKER PAVILIONS LLC, a Delaware limited liability company

Amanda M. Seewald [name/title]
Assoc. General Counsel

STATE OF Ohio)
)ss.
COUNTY OF Cuyahoga)

The foregoing instrument was acknowledged before me this 1st day of May, 2024, by Amanda M. Seewald, as Assoc. General Counsel, of BRE DDR Parker Pavilions LLC, a Delaware limited liability company.

My commission expires: 3-12-29.

SEAL

Notary Public

NICOLE MULLOY
Notary Public, State of Ohio
My Commission Expires
March 12, 2029

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND DESCRIBED IN BARGAIN AND SALE DEED, RECORDED MAY 16, 2002 AT RECEPTION NO. 02047551, LYING WITHIN A PORTION OF LOT 9, PARKER PAVILIONS FILING NO.1 FIRST AMENDMENT, RECORDED OCTOBER 1, 1999 AT RECEPTION NO. 99084486, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID LOT 9;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9 AND THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SOUTH 89°46'58" WEST, A DISTANCE OF 12.78 FEET TO THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD, AS DESCRIBED IN TOWN OF PARKER RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT RECORDED FEBRUARY 24, 1999 AT BOOK 1672, PAGE 1064, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 12°37'54" EAST, A DISTANCE OF 57.68 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

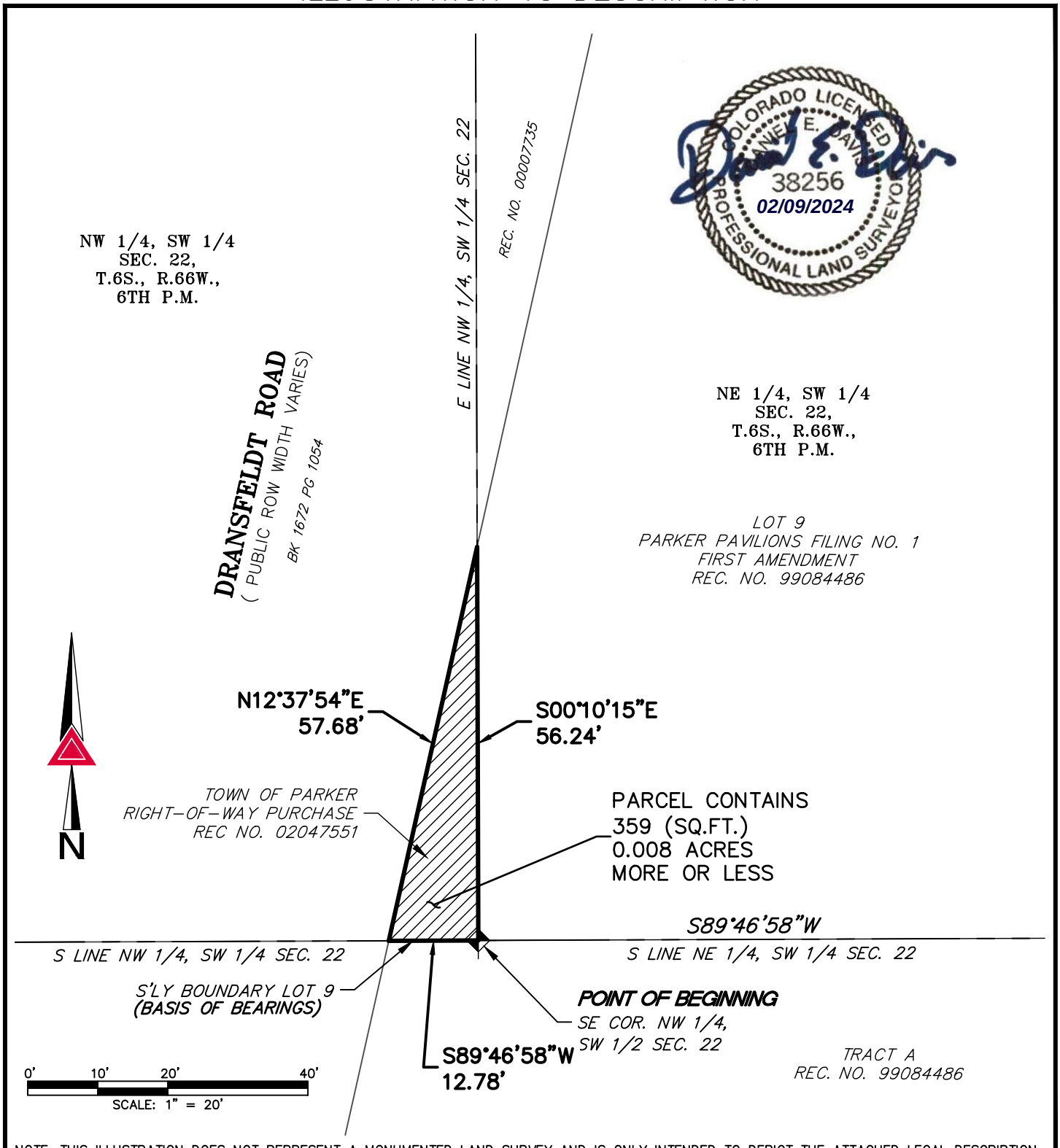
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, ALONG SAID EASTERLY LINE, SOUTH 00°10'15" EAST, A DISTANCE OF 56.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.008 ACRES, (359 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF

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
PROJECT NO. 24924-04
PREPARED 2/7/2024

ILLUSTRATION TO DESCRIPTION



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

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

EXHIBIT
PORTION LOT 9, PARKER PAVILIONS FIL. 1, 1ST AMEND
TOWN OF PARKER, COLORADO

PATH: Q:\24924-04 - UTILITY PARCEL L&E\DWG\EXHIBITS\UTILITY PARCEL DESC.DWG
JOB NUMBER: 24924-04 DATE: 2/7/2024 DWG: DED CHK: RDS 2 OF 2 SHEETS

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Bryce Matthews, Assistant Director - Planning
Jeff Miller, Community Development Coordinator
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-033**
A Resolution to Appoint the Chair, to Appoint Members and Alternates to, and to Fill a Vacancy on, the Town of Parker Planning Commission
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The Planning Commission has a total of 10 members, seven (7) regular and three (3) alternates, with terms of varying length. The Commission currently has openings for three (3) regular and three (3) alternate members because of term expirations and resignations. The purpose of this Resolution is to appoint the recommended applicants to fill the openings prior to June 30, 2024 so the Planning Commission may continue to operate without interruption. In addition, this Resolution will appoint the Chair of the Planning Commission.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The duties of the Planning Commission, as defined by the Town Charter and the Parker Land Development Ordinance, are to prepare the Master Plan, review applications for certain development proposals and make recommendations on land use matters to the Town Council. The Charter also requires the appointment of Planning Commission members satisfying the following requirements:

1. Each person appointed to the Planning Commission shall reside within the Town limits for at least one (1) year immediately preceding the date of appointment.
2. Each person appointed to the Planning Commission shall be registered to vote.

The Town Council is charged with appointing Regular Planning Commission members to three (3) year overlapping terms. The alternates are appointed to one (1) year terms. The Council will need to appoint three (3) Regular and three (3) Alternate Planning Commission members to fill positions with expiring terms.

Planning Commissioners Eliana Burke and Erik Frandsen have requested reappointment as Regular Planning Commission members. Commissioner Roxy Colette resigned in 2023 because he moved from the Town of Parker. Alternates Erik Rieger and Angela Lindstrom have requested reappointment as a Regular or Alternate Planning Commission member. Alternate Jane Lane has requested reappointment as an Alternate Planning Commission member.

A total of six (6) candidates meeting the requirements for service applied for appointment to the Planning Commission. The candidates were interviewed on May 14, 2024. The interview committee consists of Councilmembers Wilks and Rivero, Planning Commission Chair Gary Poole, Community Development Director John Fussa, Assistant Director - Planning Bryce Matthews and Planning Coordinator Jeff Miller.

The interview committee recommends the following for Town Council action:

1. Reappoint the following individuals as regular members of the Planning Commission with a three (3) year term:

- Erik Rieger – June 30, 2027
- Eliana Burke – June 30, 2027
- Erik Frandsen – June 30, 2027

2. Appoint the following individuals as alternate members of the Planning Commission with a one (1) year term:

- Angela Lindstrom
- Jane Lane (reappointment)
- Bret Tueller

3. Reappoint Gary Poole as Chair of the Planning Commission.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 24-033

RECOMMENDED MOTION

I move to approve Resolution No. 24-033, as part of the consent agenda.

RESOLUTION NO. 24-033, Series of 2024

TITLE: A RESOLUTION TO APPOINT THE CHAIR, TO APPOINT MEMBERS AND ALTERNATES TO, AND TO FILL A VACANCY ON, THE TOWN OF PARKER PLANNING COMMISSION

WHEREAS, the terms for two (2) regular members of the Planning Commission expire June 30, 2024;

WHEREAS, the terms for three (3) alternate members of the Planning Commission expire June 30, 2024;

WHEREAS, on October 6, 2023, Roxy Colette, whose term expires June 30, 2026, resigned as a regular member of the Planning Commission;

WHEREAS, the Town Council of the Town of Parker desires to appoint new regular and alternate members, as described herein;

WHEREAS, the Town Council of the Town of Parker desires to appoint a new regular member to fill the vacancy; and

WHEREAS, the Town Council of the Town of Parker desires to appoint the Chair of Planning Commission, as described herein.

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 appoints Gary Poole as Chairperson of the Planning Commission.

Section 2. The Town Council of the Town of Parker hereby appoints the following regular members to the Planning Commission for the term ending June 30, 2027, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 3. The Town Council of the Town of Parker hereby appoints Erik Rieger to fill the vacancy created by the resignation of Roxy Colette, for the term ending June 30, 2026, as described in Exhibit A.

Section 4. The Town Council of the Town of Parker hereby appoints the following alternate members to the Planning Commission for the term ending June 30, 2024, as described in Exhibit A.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____

Chris Vanderpool, Town Clerk

EXHIBIT A

1. Appointment of two (2) regular members to the Parker Planning Commission, for a term up to and including June 30, 2025.

   a. Ruth Ann Nelson
   b. Gary Poole

2. Appointment of three (3) regular members to the Parker Planning Commission, for a term up to and including June 30, 2026.

   a. Nick Metz
   b. Erik Rieger
   c. Leland Sloan

3. Appointment of two (2) regular member to the Parker Planning Commission, for a term up to and including June 30, 2027.

   a. Eliana Burke
   b. Erik Frandsen

4. Appointment of three (3) alternates to the Parker Planning Commission, for a term up to and including June 30, 2025.

   a. Jane Lane
   b. Angela Lindstrom
   c. Bret Tueller

Request for Town Council Action

Date: June 3, 2024

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **ePlus - Customer Master Agreement**

Amount: **NA**

Contractor: **ePlus**

Department: **Information Technology, Matt Lynch**

EXECUTIVE SUMMARY

This establishes a contract between ePlus and the Town of Parker to set forth terms of agreements for the purpose of enabling the purchasing of IT products and services from ePlus.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This contract will give the Town the ability to purchase products and services from ePlus on an as-needed basis. Typically, these services will be network and storage products and engineer time. However, the Town can procure many different IT-related services under this contract, including software licensing and managed services. The structure of this agreement is to establish the general terms for any purchases the Town makes from ePlus during the period of the contract. When the Town desires to make a purchase, it will do so via a purchase order, which shall include the specific details such as the product, cost, and scope of services for each purchase. While not every individual purchase order will be $100,000 or more, the total amount spent with the vendor, for items that are authorized in the budget, is anticipated to exceed $100,000.

FINANCIAL IMPACT

TBD by future projects.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road Sidewalk - Pine Drive to Stroh Road - Preliminary Design Contract Modification**

- **Amount:** **$25,749 additional for a revised contract amount of $175,749**
- **Contractor:** **Merge Resources Group Ltd.**
- **Department:** **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement contract modification with Merge Resource Group for the preliminary design of the Parker Road Sidewalk - 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. However, the Town will need to address most of the gaps that remain. In 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.

The preliminary design contract with Merge Resource Group was approved by Town Council on November 20, 2023, for $150,000 and is underway. The preliminary design for this project generally included surveying, subsurface utility engineering, geotechnical engineering, conceptual design refinement, and preliminary design. This contract modification is to include an additional 15 utility testhole locations that were not originally scoped. Based on the refined conceptual design and utility research and coordination efforts, 15 additional locations were identified where utility testholes will be required per the Colorado subsurface utility engineering (SUE) law and the utility owner requirements. The preliminary design contract amount will increase by $25,749 for a revised contract amount of $175,749 for these additional services.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **Police Station Carpet Replacement Project- Phase II**

Amount: **$105,862.47**

Contractor: **Larkin and Associates/Tarkett**

Department: **Police Department, Ron Combs**

EXECUTIVE SUMMARY

This contract is for the second phase of police station carpet replacement in offices and high density work areas.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This project provides funding for replacement of carpet in the office and high-density work areas of the police station. The police station will be nearly 14 years old in 2024 and the carpet in the workspace areas are showing wear, deterioration, and unraveling. The current carpet is a broad loom rolled product that has held up well to hard use but is difficult to maintain. This project proposes the use of carpet tile. Carpet tile provides more options for future maintenance and rotation and is a superior choice for around-the-clock building use. The areas proposed for replacement are also the most used areas of the facility. A properly maintained building is vital to department operations. High traffic carpet areas were replaced in 2022. This project will complete carpet replacement in the entire building.

FINANCIAL IMPACT

This is a one time expense that should have no additional financial impact beyond the contract amount. Funding was approved as part of the 2024 Annual Budget.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Julia Duncan, Associate Planner
Alex Mestdagh, Engineering Service Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **NEWLIN CROSSING FILING 3** ***(Continued from May 6, 2024)***

Applicant: **Lennar Colorado**
Location: **Northeast of Chambers Road and Mainstreet**
Department: **Community Development, Julia Duncan**
Engineering and Public Works, Alex Mestdagh
TRAKiT No.: **SUB22-043**

EXECUTIVE SUMMARY

The subject property is part of the Newlin Crossing Planned Development (PD) that is approved for future mixed-use development and located at the northeast corner of the intersection of Mainstreet and Chambers Road. The applicant, Lennar Colorado, LLC submitted a final plat to create 85 residential lots along with 16 tracts with required parks, open space, and trails. The final plat requires a public hearing due to the vacation of a public right-of-way tract that was previously dedicated to the Town. Ordinance No. 1.608 proposes to deed Tract E, Newlin Crossing Filing No. 1, to Lennar Colorado, LLC in accordance with the Annexation Agreement for the Newlin Crossing subdivision.

The applicant must address, and the Town Council shall consider, the following criteria in Section 13.07.080c(6) of the Municipal Code when evaluating the applications:

1. All conditions of the preliminary plan approval are met.
2. All standards of the Town are met:

- Consistency with Master Plan: The proposed subdivision is consistent with the goals and policies of the Parker 2035 Master Plan and the General Land Use Plan.
- Consistency with the Land Development Ordinance (LDO) and other minimum standards established by the Town: The proposed subdivision complies with the Land Development Ordinance, Stormwater Drainage and Environmental Criteria Manual and Roadway Design and Construction Criteria Manual, as well as other applicable standards.
- Consistency with Zone District Standards or Planned Development Guide, if applicable: The proposed subdivision complies with all provisions of the applicable Zone District and Planned Development Guide.

- Previous Plans: The proposed subdivision is consistent with all conditions of any relevant previous plans. The Preliminary Plan also conforms to the Sketch Plan.
- Public Notice Requirements: The applicant has demonstrated that all public notice requirements have been met.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Overview

The Town Council previously approved the Planned Development (PD) zoning and a sketch/preliminary plan for the Newlin Crossing PD. The subject property is located at the northeast corner of the intersection of Mainstreet and Chambers Road adjacent to the Carousel Farms and Stonegate residential neighborhoods. The property is bordered to the north by the Stonegate residential neighborhood, to the south by Mainstreet, to the east by a church and the Carousel Farms residential neighborhood and to the west by Chambers Road. The applicant is proposing a final plat for future residential use containing detached, single-family homes.

Final Plat Summary

The proposed final plat for Filing No. 3 is a portion of the overall Newlin Crossing PD. The final plat has a total area of 43.089 acres and creates 85 residential lots and 16 tracts. The proposed lots will be developed with detached, single-family homes. Minimum lot sizes are consistent with the requirements of the PD.

The 16 tracts are comprised of four tracts for future commercial development, as well as tracts dedicated to open space, parks, and regional trail improvements. Newlin Crossing Filing 3 is providing 2.573 acres of Parks and 6.957 acres of Open Space consistent with the requirements of the Annexation Agreement and Land Development Ordinance. The Newlin Gulch Trail and Stonegate Trail Connection are being constructed with this filing. The applicant has completed a Master Utility, Traffic and Drainage Study(ies) for the entire Newlin Crossing PD that has been reviewed by staff and determined to be acceptable.

Right-of-Way

The prior, approved plat for the Newlin Crossing Filing No. 1 created and dedicated land known as Tract L to the Town for right-of-way (ROW). This plat was done for the purposes of dividing the residential areas from the commercial areas, and the Tract L ROW was based off a conceptual roadway design. The applicant has now performed final design work for the associated roadway and has determined that the ROW must be realigned. As a result of this design change, the applicant has requested that the Town vacate the original ROW, and they will again dedicate land to the Town for a revised ROW that supports the updated road design. Final plat applications are typically processed administratively; however, the Municipal Code requires applications involving the vacation of ROW to be decided by the Town Council at a public hearing.

Subdivision Agreement
The Town requires applicants to enter into a Subdivision Agreement (SIA) where a development application includes public improvements. The types of public improvements required for the Newlin Crossing PD and that are addressed through the SIA include, but are not limited to, construction of the Newlin Gulch Trail and Stonegate Trail Connections, landscaping, public roads, traffic signals, and streetscapes, etc.

Ordinance 1.608
The Newlin Crossing development is located at the northeast corner of Mainstreet and Chambers Road. Lennar Colorado, LLC, is the owner of the areas of the subdivision zoned for residential development and is currently constructing improvements to support their first filing of homes. Along the west frontage of the property, which abuts Chambers Road, there are several parcels owned by the Town that currently accommodate a stormwater pond that serves Chambers Road.

The ultimate development plan for Newlin Crossing includes the construction of a sub-regional stormwater detention facility that would provide water quality and detention for the west half of the development, along with the areas of Chambers Road served by the existing stormwater pond. When this new pond is constructed, the stormwater from Chambers Road will be routed to the new facility and the existing pond will no longer be needed. The Annexation Agreement for Newlin Crossing sets forth that, once the developer of the property has designed the new pond, granted the Town a drainage easement over the new pond area and financially secured the construction of the new pond with the Town, the parcels that currently house the existing pond can be deeded to the developer and incorporated into their development plan.

With Newlin Crossing Filing No. 3, Lennar Colorado, LLC has met the conditions set forth for the deeding of one of the parcels housing the existing pond, Tract E of Newlin Crossing Filing No. 1. This ordinance proposes to deed this parcel to Lennar Colorado, LLC. The plat for Newlin Crossing Filing No. 3 successfully incorporates this tract into the overall development.

Staff Analysis
Staff has reviewed Newlin Crossing Filing 3 and determined the following:

1. Consistency with Master Plan: The proposed subdivision is consistent with the goals and policies of the Parker 2035 Master Plan and the General Land Use Plan.
2. Consistency with the Land Development Ordinance (LDO) and other minimum standards established by the Town: The proposed subdivision complies with the Land Development Ordinance, Stormwater Drainage and Environmental Criteria Manual and Roadway Design and Construction Criteria Manual, as well as other applicable standards.
3. Consistency with Zone District Standards or Planned Development Guide, if applicable: The proposed subdivision complies with all provisions of the applicable Zone District and Planned Development Guide.
4. Previous Plans: The proposed subdivision is consistent with all conditions of any relevant previous plans. The Preliminary Plan also conforms to the Sketch Plan.

5. Public Notice Requirements: The applicant has demonstrated that all public notice requirements have been met.

FINANCIAL IMPACT

None, the right-of-way is proposed to be dedicated at no cost to the Town.

Tract E, Newlin Crossing Filing 1 was originally deeded to the Town by Douglas County, so no Town funds were expended on this parcel. It is now proposed to be deeded to Lennar Colorado, LLC in accordance with the Annexation Agreement.

STRATEGIC GOAL(S)

ATTACHMENTS

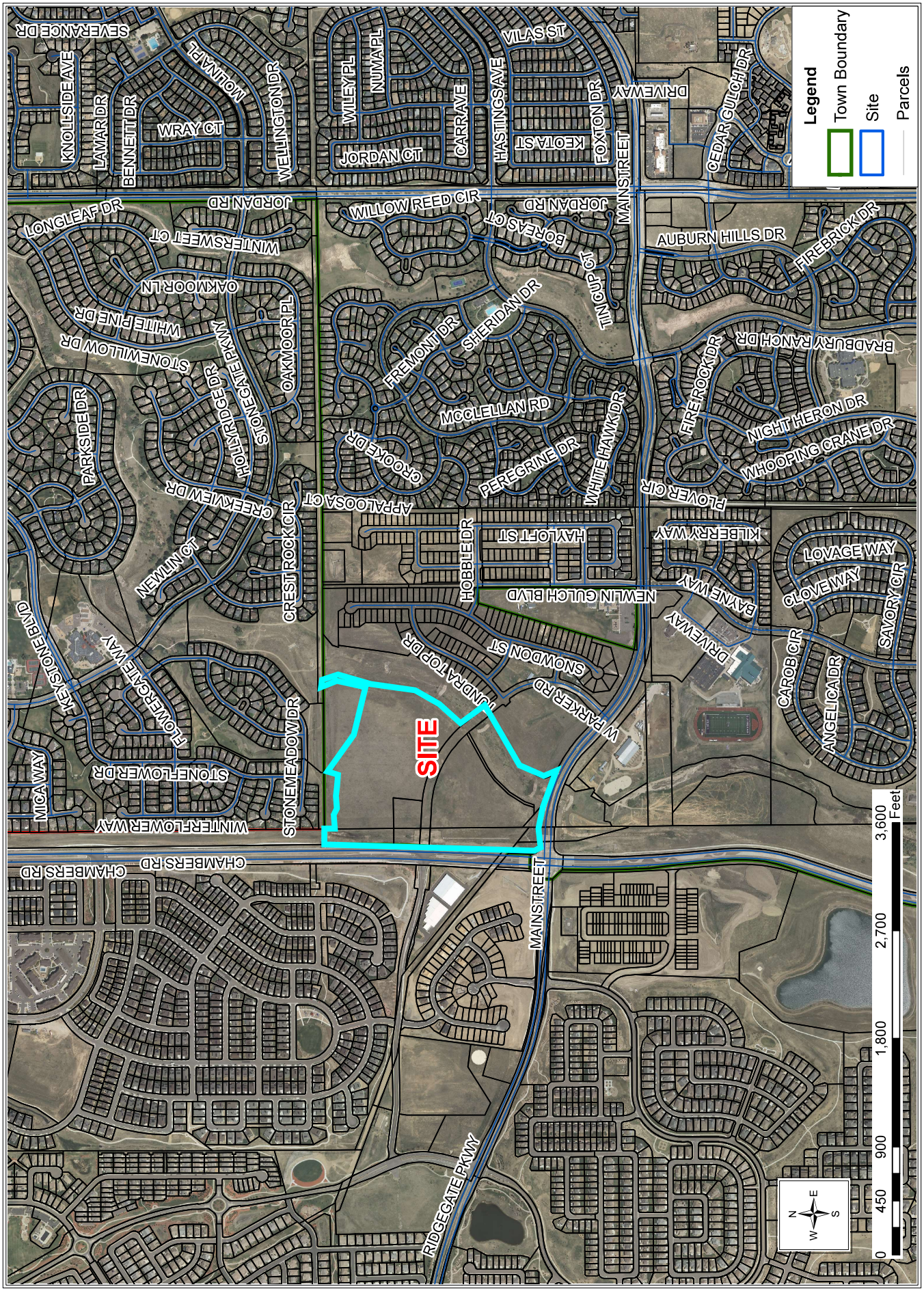
1. Vicinity Map
2. Final Plat Newlin Crossing Filing No 3
3. Park Facilities Master Plan
4. Landscape Plan Part 1
5. Landscape Plan Part 2
6. Ordinance 1.608
7. Newlin Crossing Filing No. 3 SIA

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.608 on second reading.
2. I move to approve the Newlin Crossing Filing No. 3 Final Plat based on staff recommendations.
3. I move to approve the Subdivision Agreement, Newlin Crossing Filing No. 3, based on staff recommendations.

Newlin Crossing F3 Vicinity Map

Final Plat



NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 8

TOTAL ACREAGE = 43.089 ACRES, 85 LOTS, 16 TRACTS

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF NEWLIN CROSSING FILING NO. 3.

RIGHTS- OF-WAY:

ALL PUBLIC STREETS AND RIGHTS- OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

UTILITY EASEMENTS:

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, CABLE COMMUNICATION SYSTEMS, FIBER, AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).

DRAINAGE AND STORMWATER:

DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIGHT EASEMENTS:

THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/ OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. SHOULD THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE TOWN MAY PERFORM OR CAUSE TO BE PERFORMED THE NECESSARY MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIDEWALKS:

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN HEREON, WHICH SIDEWALKS SHALL REMAIN OPEN FOR PUBLIC USE. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE ADJACENT PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE SIDEWALKS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALKS, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____
SIGNATURE

BY: _____

AS _____ OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

ATTEST:

_____
SECRETARY

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____. BY _____ AS _____

_____ OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

OWNER
TOWN OF PARKER.

_____
MAYOR

BY: _____

ATTEST _____

ATTEST:

_____
SECRETARY

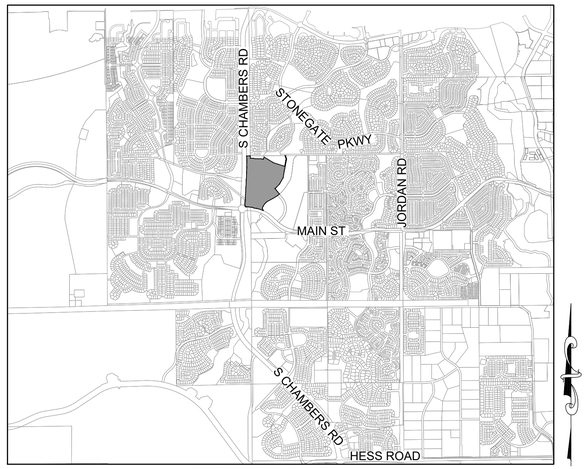
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____. BY _____ AS _____

_____ OF TOWN OF PARKER.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____



VICINITY MAP
SCALE: 1" = 2500'

OWNER

98 W PARKER LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

_____
SIGNATURE

BY: _____

AS _____ OF 98 W PARKER LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

ATTEST:

_____
SECRETARY

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____. BY _____ AS _____

_____ OF 98 W PARKER LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

UTILITY EASEMENT ACKNOWLEDGEMENT:

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

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	LEGAL DESCRIPTION, NOTES & TRACT TABLE
SHEET 3	EXISTING CONDITIONS
SHEET 4	OVERALL SHEET
SHEET 5	PLAT SHEETS
SHEET 6	PLAT SHEETS
SHEET 7	PLAT SHEETS
SHEET 8	VACATION SHEET

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON MAY 12, 2022

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

APPROVAL OF TOWN COUNCIL:

TRACTS A, B, D, E, G, H, I, N AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F, AND L, OF NEWLIN CROSSING FILING NO. 2 ARE HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2019075199 AND 2023033838.

TRACTS C & L IN THEIR ENTIRETY AS SHOWN ON THE PLAT OF NEWLIN CROSSING FILING NO. 2, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION # 2023033838 IS HEREBY VACATED THIS _____ DAY OF _____, 20_____.

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

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

_____
MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS SHOWN IN TITLE PROPERTY INFORMATION BINDER ORDER NO. RND70786913.

_____
SIGNATURE

BY: _____

AS: _____ OF LAND TITLE GUARANTEE COMPANY.

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

AS _____ OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION:

I, MICHAEL J. PARK, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF NEWLIN CROSSING FILING NO. 3 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PLAT AND THE SURVEY THEREOF.

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

_____
MICHAEL J. PARK, PLS NO. 38864
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526
Westwoodps.com
Westwood Professional Services, Inc.

N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - COVER.DWG, CBYERS, 3/1/2024 9:22 AM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 8

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P, NEWLIN CROSSING, FILING NO. 1 AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2019075199, AND TRACTS C, F AND L, NEWLIN CROSSING, FILING NO. 2, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NUMBER 2023033838, LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20, MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "2008 T6S R66W 18/17/19/20 LS 10717", FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "ATWELL T6S R66W ¼ S17/S20 2016 PLS 29430", IS ASSUMED TO BEAR NORTH 89°38'10" EAST, 2665.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO. SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID TRACT E, NEWLIN CROSSING, FILING NO. 1;

THENCE THE FOLLOWING FORTY (40) COURSES;

1. SOUTH 00°30'33" EAST, A DISTANCE OF 83.81 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT E, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF TRACT F, SAID NEWLIN CROSSING FILING NUMBER 2;

THENCE THE FOLLOWING SEVENTEEN (17) COURSES TO FOLLOW THE NORTH AND EAST BOUNDARIES OF SAID TRACT F;

2. DEPARTING SAID EAST BOUNDARY, NORTH 89°38'07" EAST, A DISTANCE OF 103.06 FEET;
3. SOUTH 70°20'24" EAST, A DISTANCE OF 47.90 FEET;
4. NORTH 89°38'07" EAST, A DISTANCE OF 135.00 FEET;
5. SOUTH 88°53'45" EAST, A DISTANCE OF 53.68 FEET;
6. SOUTH 82°31'35" EAST, A DISTANCE OF 59.08 FEET;
7. SOUTH 75°30'22" EAST, A DISTANCE OF 59.08 FEET;
8. NORTH 18°00'14" EAST, A DISTANCE OF 85.45 FEET;
9. SOUTH 58°35'00" EAST, A DISTANCE OF 375.02 FEET;
10. SOUTH 71°49'48" EAST, A DISTANCE OF 419.97 FEET;
11. NORTH 11°08'53" EAST, A DISTANCE OF 258.21 FEET;
12. NORTH 17°17'08" WEST, A DISTANCE OF 127.19 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;
13. NORTH 89°38'10" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.91 FEET;
14. DEPARTING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, SOUTH 17°17'08" EAST, A DISTANCE OF 126.17 FEET;
15. SOUTH 11°08'53" WEST, A DISTANCE OF 397.16 FEET;
16. SOUTH 09°47'43" WEST, A DISTANCE OF 271.52 FEET;
17. SOUTH 30°10'40" WEST, A DISTANCE OF 252.05 FEET;
18. SOUTH 44°04'08" WEST, A DISTANCE OF 222.19 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT F, BEING A POINT OF NON-TANGENTIAL CURVATURE;
19. DEPARTING THE BOUNDARY OF SAID TRACT F, SOUTHEASTERLY, A DISTANCE OF 32.29 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 1°54'26", A CHORD BEARING OF SOUTH 39°44'20" EAST, AND A CHORD LENGTH OF 32.29 FEET TO A POINT OF TANGENCY;
20. SOUTH 38°47'07" EAST, A DISTANCE OF 211.62 FEET, TO A POINT BEING A NORTHERLY EXTENSION OF THE EASTERLY LINE OF TRACT I, NEWLIN CROSSING, FILING NO. 1;
21. SOUTH 52°21'14" WEST, A DISTANCE OF 114.72 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT I, AND AN EXTENSION THEREOF, TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT I;

THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT I;

22. SOUTH 58°22'59" WEST, A DISTANCE OF 149.05 FEET;
23. SOUTH 62°05'08" WEST, A DISTANCE OF 254.30 FEET;
24. SOUTH 44°42'30" WEST, A DISTANCE OF 111.76 FEET;
25. SOUTH 31°56'30" WEST, A DISTANCE OF 101.90 FEET;
26. SOUTH 19°17'14" WEST, A DISTANCE OF 72.23 FEET;
27. SOUTH 24°23'52" EAST, A DISTANCE OF 87.73 FEET, TO THE SOUTHERLY BOUNDARY OF SAID NEWLIN CROSSING FILING NO. 1, BEING A POINT OF NONTANGENTIAL CURVATURE;

THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG THE SOUTHERLY, WESTERLY, AND NORTHERLY BOUNDARIES OF SAID NEWLIN CROSSING FILING NO. 1;

28. NORTHWESTERLY, A DISTANCE OF 246.18 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 11°11'41", A CHORD BEARING OF NORTH 70°53'37" WEST, AND A CHORD LENGTH OF 245.79 FEET TO A POINT OF NON-TANGENCY;
29. SOUTH 13°30'36" WEST, A DISTANCE OF 5.23 FEET;
30. NORTH 78°45'29" WEST, A DISTANCE OF 97.72 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
31. NORTHWESTERLY, A DISTANCE OF 14.30 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 10°30'15", A CHORD BEARING OF NORTH 73°30'13" WEST, AND A CHORD LENGTH OF 14.28 FEET TO A POINT OF TANGENCY;
32. NORTH 68°15'05" WEST, A DISTANCE OF 28.82 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
33. NORTHWESTERLY, A DISTANCE OF 30.30 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 15°05'46", A CHORD BEARING OF NORTH 75°23'53" WEST, AND A CHORD LENGTH OF 30.21 FEET TO A POINT OF TANGENCY;
34. NORTH 82°56'46" WEST, A DISTANCE OF 94.80 FEET TO A POINT OF CURVATURE;
35. NORTHWESTERLY, A DISTANCE OF 51.85 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 04°57'05", A CHORD BEARING OF NORTH 85°25'20" WEST, AND A CHORD LENGTH OF 51.83 FEET TO A POINT OF TANGENCY;
36. NORTH 87°53'52" WEST, A DISTANCE OF 41.07 FEET TO A POINT OF CURVATURE;
37. NORTHWESTERLY, A DISTANCE OF 97.67 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 90°59'35", A CHORD BEARING OF NORTH 42°24'04" WEST, AND A CHORD LENGTH OF 87.72 FEET, BEING A POINT OF TANGENCY;
38. NORTH 03°05'44" EAST, A DISTANCE OF 899.47 FEET TO A POINT OF CURVATURE;
39. NORTHEASTERLY, A DISTANCE OF 665.06 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10080.00 FEET, A DISTANCE OF 665.06 FEET, A CENTRAL ANGLE OF 03°46'49", A CHORD BEARING OF NORTH 01°12'20" EAST, AND A CHORD LENGTH OF 664.94 FEET TO A POINT OF TANGENCY;
40. NORTH 00°41'05" WEST, A DISTANCE OF 152.92 FEET, TO THE NORTHWESTERLY MOST CORNER OF TRACT E, NEWLIN CROSSING FILING NO. 1;
41. NORTH 88°20'40" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT E, A DISTANCE OF 128.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,876,949 SQUARE FEET OR 43.089 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE PROPERTY INFORMATION BINDER ORDER NO. PIB70786913 ISSUED BY LAND TITLE GUARANTEE COMPANY AND HAVING AN EFFECTIVE DATE OF JANUARY 16, 2024 AT 5:00 P.M.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 20 BY A NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED LS 10717 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 20 BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED PLS 29430 IS ASSUMED TO BEAR NORTH 89°38'10" EAST A DISTANCE OF 2665.57 FEET.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08035C0068H, REVISED DECEMBER 02, 2021, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE AE, AN AREA WITHIN REGULATORY FLOODWAY.
6. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
7. TRACTS D, G, H, AND S ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE NEWLIN CROSSING CONSTRUCTION PLANS.
8. TRACTS A, C, E, F, I, AND Q ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF NEWLIN CROSSING PRELIMINARY PLAN.
9. THE PUBLIC RIGHT-OF-WAY DEDICATED WITH NEWLIN CROSSING FILING NO. 2 VIA TRACT L AND TRACT C, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2023033838, ARE HEREBY VACATED BY THIS PLAT AS SHOWN ON SHEET 8.
10. WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
11. THE UTILITY EASEMENTS DEDICATED WITHIN TRACTS A, C, D, E, F, I, P, AND Q OF THIS SUBDIVISION ARE TO PROVIDE UTILITY PROVIDERS ACCESS TO THE REAR AND SIDE YARD UTILITY EASEMENT ON THE ADJACENT RESIDENTIAL LOTS. THESE ACCESS EASEMENTS SHALL BE USED FOR UTILITY PROVIDER ACCESS ONLY.
12. TRACTS A, B, C, E, F, I, Q, AND T ARE INTENDED TO BE CONVEYED TO THE STONEGATE VILLAGE METRO DISTRICT VIA SEPARATE INSTRUMENT.
13. THERE ARE A TOTAL OF 85 LOTS AND 16 TRACTS IN NEWLIN CROSSING FILING NO. 3.
14. EASEMENT FOR THE TRAIL UNDER W. PARKER ROAD ALLOWS THE TOWN OF PARKER MAINTENANCE ACCESS TO THE TRAIL.
15. A PORTION OF TRACTS A, B, D, E, & L, AS DEPICTED WITH THE FINAL PLAT OF NEWLIN CROSSING FILING NO. 1 RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2019075199, AND A PORTION OF TRACTS C, F, AND L, NEWLIN CROSSING FILING NO. 2 RECORDED IN SAID AT RECEPTION NUMBER 2023033838, ARE HEREBY DEDICATED TO THE TOWN OF PARKER AS PUBLIC RIGHT-OF-WAY.

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	33,348 S.F.	0.766 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	SVMD*	SVMD*
B	79,645 S.F.	1.828 AC	PARK / DRAINAGE	SVMD*	SVMD*
C	12,346 S.F.	0.283 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	SVMD*	SVMD*
D	28,952 S.F.	0.665 AC	UNBUILDABLE / FUTURE COMMERCIAL	TOWN OF PARKER	TOWN OF PARKER
E	2,300 S.F.	0.053 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*
F	3,328 S.F.	0.076 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*
G	59,960 S.F.	1.376 AC	UNBUILDABLE / FUTURE COMMERCIAL	98 W PARKER, LLLP	98 W PARKER, LLLP
H	404,786 S.F.	9.293 AC	UNBUILDABLE / FUTURE COMMERCIAL	98 W PARKER, LLLP	98 W PARKER, LLLP
I	194,933 S.F.	4.475 AC	OPEN SPACE / DRAINAGE	SVMD*	SVMD*
J	9,561 S.F.	0.219 AC	OPEN SPACE / FUTURE REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	TOWN OF PARKER
K	32,454 S.F.	0.745 AC	PARK / REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	NCMD**
P	18,834 S.F.	0.432 AC	OPEN SPACE / REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	NCMD**
Q	1,291 S.F.	0.030 AC	OPEN SPACE / DRAINAGE / SIDEWALK / UTILITIES	SVMD*	SVMD*
R	323,345 S.F.	7.423 AC	ROAD RIGHT OF WAY	TOWN OF PARKER	TOWN OF PARKER
S	148,408 S.F.	3.407 AC	UNBUILDABLE / FUTURE COMMERCIAL	TOWN OF PARKER	TOWN OF PARKER
T	27,131 S.F.	0.623 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*

*STONEGATE VILLAGE METROPOLITAN DISTRICT
**NEWLIN CROSSING METROPOLITAN DISTRICT

LAND USE SUMMARY CHART

TYPE	SQ. FT.	NET AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	496,326 S.F.	11.395 AC	26.44%
FUTURE COMMERCIAL	642,107 S.F.	14.741 AC	34.21%
OPEN SPACE AREAS	303,072 S.F.	6.957 AC	16.15%
PARK LAND	112,099 S.F.	2.573 AC	5.97%
ROAD RIGHTS OF WAY (TRACT R)	323,345 S.F.	7.423 AC	17.23%
TOTAL	1,876,949 S.F.	43.089 AC	100%

NEWLIN CROSSING FILING NO. 3 MIN, MAX, AND AVERAGE LOT SIZE

TYPE	SQ. FT.	AREA
85 TOTAL LOTS		
MINIMUM LOT SIZE	4,849 S.F.	0.111 AC.
MAXIMUM LOT SIZE	9,045 S.F.	0.208 AC.
AVERAGE LOT SIZE	5,841 S.F.	0.134 AC.

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526
Westwoodps.com
Westwood Professional Services, Inc.

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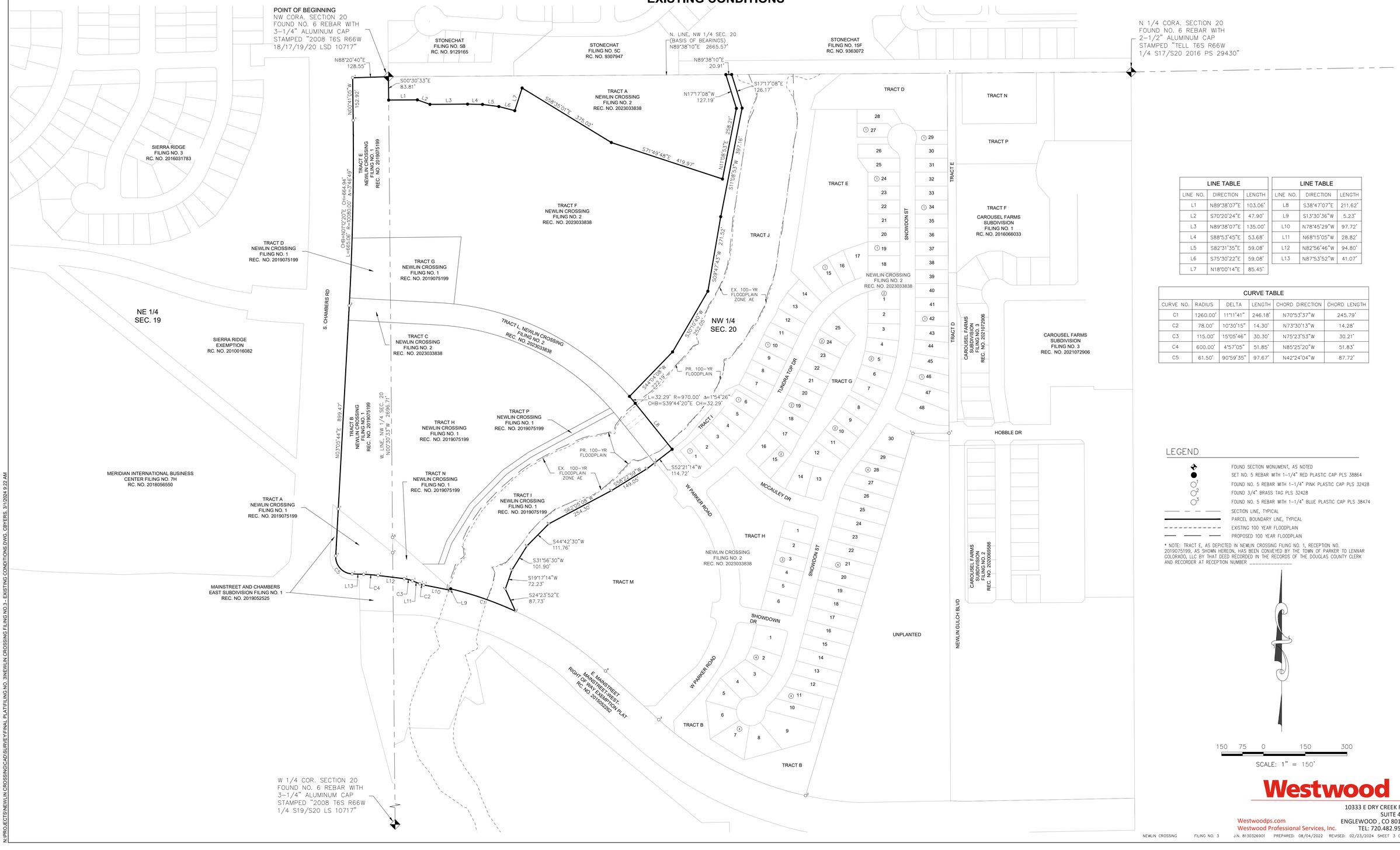
NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

SHEET 3 OF 8

EXISTING CONDITIONS



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°38'07"E	103.06'
L2	S70°20'24"E	47.90'
L3	N89°38'07"E	135.00'
L4	S88°53'45"E	53.68'
L5	S82°31'35"E	59.08'
L6	S75°30'22"E	59.08'
L7	N18°00'14"E	85.45'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S38°47'07"E	211.62'
L9	S13°30'36"W	5.23'
L10	N78°45'29"W	97.72'
L11	N68°15'05"W	28.82'
L12	N82°56'46"W	94.80'
L13	N87°53'52"W	41.07'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1260.00'	11°11'41"	246.18'	N70°53'37"W	245.79'
C2	78.00'	10°30'15"	14.30'	N73°30'13"W	14.28'
C3	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C4	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
C5	61.50'	90°59'35"	97.67'	N42°24'04"W	87.72'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38864
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- SECTION LINE, TYPICAL
- PARCEL BOUNDARY LINE, TYPICAL
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

* NOTE: TRACT E, AS DEPICTED IN NEWLIN CROSSING FILING NO. 1, RECEPTION NO. 2019075199, AS SHOWN HEREON, HAS BEEN CONVEYED BY THE TOWN OF PARKER TO LENNAR COLORADO, LLC BY THAT DEED RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER _____

150 75 0 150 300

SCALE: 1" = 150'

Westwood
10333 E DRY CREEK RD.
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N:\PROJECTS\NEWLIN CROSSING\GIS\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - EXISTING CONDITIONS.DWG, CBYERS, 3/1/2024 9:22 AM

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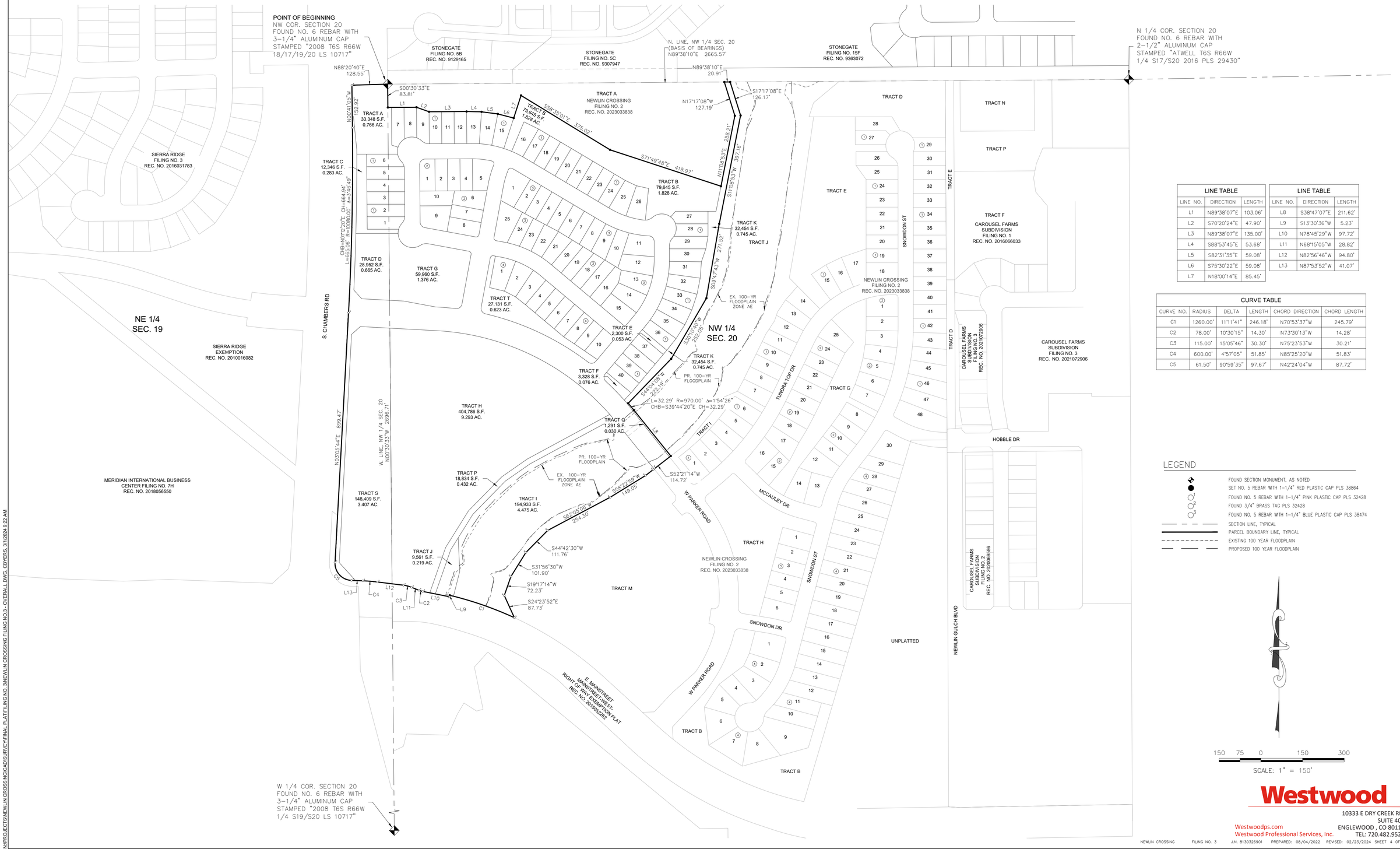
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



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CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
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C3	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C4	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
C5	61.50'	90°59'35"	97.67'	N42°24'04"W	87.72'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP PLS 38864
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- SECTION LINE, TYPICAL
- PARCEL BOUNDARY LINE, TYPICAL
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

150 75 0 150 300

SCALE: 1" = 150'

Westwood
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N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - OVERALL.DWG, CBYERS, 3/1/2024 9:22 AM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

POINT OF BEGINNING
NW COR. SECTION 20
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
STAMPED "2008 T6S R66W
18/17/19/20 LS 10717"
N88°20'40"E 128.55'
STONEGATE
FILING NO. 5B
REC. NO. 9129165
N. LINE, NW 1/4 SEC. 20
(BASIS OF BEARINGS)
N89°38'10"E 2665.57'
50' U.E.
BY SEPARATE DOCUMENT
STONEGATE
FILING NO. 5C
REC. NO. 9307947
N89°38'10"E
20.91'
N 1/4 COR. SECTION 20
FOUND NO. 6 REBAR WITH
2-1/2" ALUMINUM CAP
STAMPED "ATWELL T6S R66W
1/4 S17/S20 2016 PLS
29430"
N00°41'05"W 152.92'
N00°41'05"W 66.21'
S00°30'33"E 83.81'
DRAINAGE EASEMENT
REC. NO. 2006048259
TRACT A
NEWLIN CROSSING
FILING NO. 2
REC. NO. 2023033838
16.5' MST&T U.E.
BK 186 PG 186
16.5' MST&T U.E.
BK 186 PG 186
N89°38'07"E 103.06'
47.90'
S70°20'24"E
N89°38'07"E 135.00'
53.68'
S88°53'45"E
59.08'
S82°31'35"E
59.08'
S75°30'22"E
N18°00'14"E
85.45'
S58°55'01"E 375.02'
N17°47'19"W 421.79'
S71°17'05"E 126.17'
15' PSCO U.E.
BK 2354 PG 2030
TO BE VACATED BY
SEPARATE INSTRUMENT
REC. NO.
15' U.E.
REC. NO. 2019075199
84.71'
TRACT A
33,348 S.F.
0.766 AC.
TRACT R
323,345 S.F.
7.423 AC.
TRACT B
79,645 S.F.
1.828 AC.
EX. 30' U.E.
FILING 2
REC. NO. 2023033838
REC. NO. 2023044297
TRACT A
NEWLIN CROSSING
FILING NO. 2
REC. NO. 2023033838
TRACT K
32,454 S.F.
0.745 AC.
NEWLIN GULCH
DRAINAGE EASEMENT
REC. NO. 2006048259
S11°08'53"W 397.16'
S11°08'53"W 258.21'
S71°49'48"E 419.97'
TOMBOY DR
S89°38'07"W 181.85'
55' R.O.W.
27.5'
L=25.96'
R=52'
L=16.77'
L=25.96'
L=21.65'
L=8.23'
L=20.80'
R=340.00'
Δ=3°30'33"
CH=N3°45'07"W
CH=10.93
L=46.80'
L=25.29'
R=405.00'
Δ=3°34'34"
CH=S5°03'24"W
CH=25.29'
L=184.15'
R=340.00'
Δ=31°02'00"
CH=N74°50'53"W
CH=196.63
L=121.77'
L=399.05'
R=367.50'
Δ=62°12'39"
CH=N74°50'53"W
CH=379.91'
L=62.39'
L=44.43'
L=6.80'
L=38.11'
L=45.03'
L=45.03'
L=17.25'
L=27.76'
L=45.03'
L=45.03'
L=45.03

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
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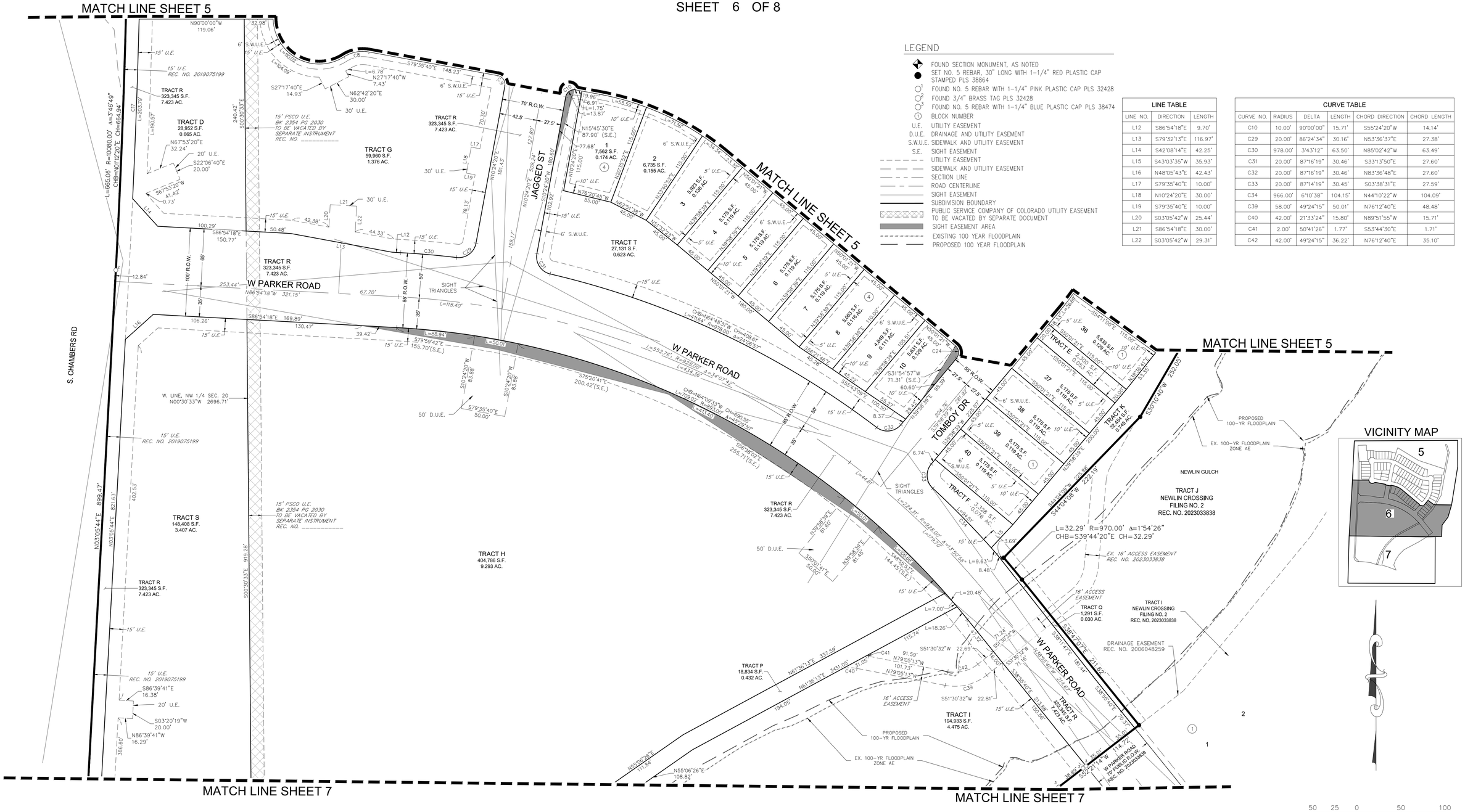
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 8



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR, 30" LONG WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38864
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- D.U.E. DRAINAGE AND UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SIGHT EASEMENT
- SUBDIVISION BOUNDARY
- PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT TO BE VACATED BY SEPARATE DOCUMENT
- SIGHT EASEMENT AREA
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L12	S86°54'18"E	9.70'
L13	S79°32'13"E	116.97'
L14	S42°08'14"E	42.25'
L15	S43°03'35"W	35.93'
L16	N48°05'43"E	42.43'
L17	S79°35'40"E	10.00'
L18	N10°24'20"E	30.00'
L19	S79°35'40"E	10.00'
L20	S03°05'42"W	25.44'
L21	S86°54'18"E	30.00'
L22	S03°05'42"W	29.31'

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C10	10.00'	90°00'00"	15.71'	S55°24'20"W	14.14'
C29	20.00'	86°24'34"	30.16'	N53°36'37"E	27.38'
C30	978.00'	3°43'12"	63.50'	N85°02'42"W	63.49'
C31	20.00'	87°16'19"	30.46'	S33°13'50"E	27.60'
C32	20.00'	87°16'19"	30.46'	N83°36'48"E	27.60'
C33	20.00'	87°14'19"	30.45'	S03°38'31"E	27.59'
C34	966.00'	6°10'38"	104.15'	N44°10'22"W	104.09'
C39	58.00'	49°24'15"	50.01'	N76°12'40"E	48.48'
C40	42.00'	21°33'24"	15.80'	N89°51'55"W	15.71'
C41	2.00'	50°41'26"	1.77'	S53°44'30"E	1.71'
C42	42.00'	49°24'15"	36.22'	N76°12'40"E	35.10'

VICINITY MAP

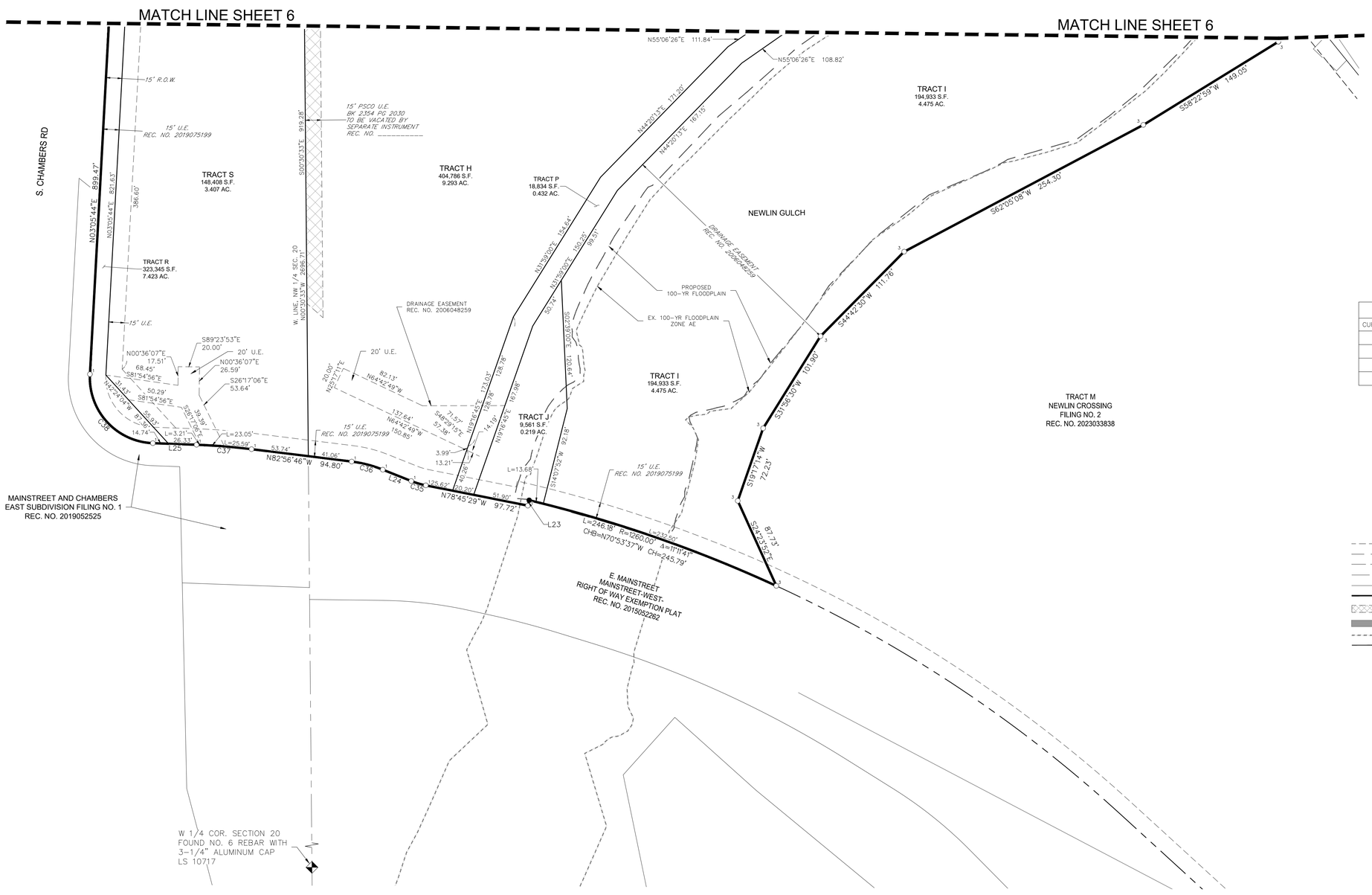
SCALE: 1" = 50'

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

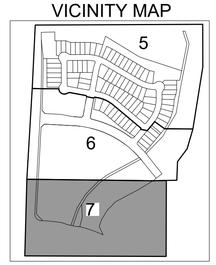
N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO 3 - PLAT SHEETS.DWG, CBYERS, 3/1/2024 9:22 AM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 7 OF 8



VICINITY MAP



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L23	S13°30'36"W	5.23'
L24	N68°15'05"W	28.82'
L25	N87°53'52"W	41.07'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C35	78.00'	10°30'15"	14.30'	S73°30'13"E	14.28'
C36	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C37	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
C38	61.50'	90°59'35"	97.67'	S42°24'04"E	87.72'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR, 30" LONG WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38864
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- (1) BLOCK NUMBER
- U.E. UTILITY EASEMENT
- D.U.E. DRAINAGE AND UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SIGHT EASEMENT
- SUBDIVISION BOUNDARY
- PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT TO BE VACATED BY SEPARATE DOCUMENT
- SIGHT EASEMENT AREA
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

50 25 0 50 100

SCALE: 1" = 50'

Westwood
10333 E DRY CREEK RD.
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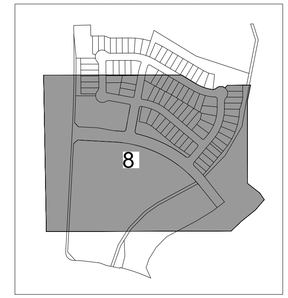
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - PLAT SHEETS.DWG, CBYERS, 3/11/2024 9:23 AM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 8 OF 8

VICINITY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR, 30" LONG WITH 1-1/4" RED PLASTIC CAP STAMPED PLS 38864
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
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60 30 0 60 120

SCALE: 1" = 60'

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10333 E DRY CREEK RD.
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Westwood Professional Services, Inc.

N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - VACATION SHEET.DWG, CBYERS, 3/1/2024 9:23 AM

NEWLIN CROSSING PARKS & FACILITIES MASTER PLAN

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19,TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

OVERALL PARK & OPEN SPACE PLAN

PROJECT TEAM

OWNER / DEVELOPER

9193 S. JAMAICA ST., 4TH FLR
ENGLEWOOD, CO 80112
CONTACT: KENT PEDERSEN,
303.486.5002

CIVIL ENGINEER

CIVIL a Westwood team
10333 E. Dry Creek Rd.
Suite 240
Englewood, C - 80112
Tel:720.482.952
www.civlinc.net
westwoodpc.com
CONTACT: BRIAN WILSON,
720.249.3588

LANDSCAPE ARCHITECT /PLANNER

people creating spaces
pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
t 303.531.4905 , f 303.531.4908
CONTACT: ALAN CUNNINGHAM,
720.259.8247

TRACT SUMMARY TABLE

TRACT	SQ. FT.	ACREAGE	USE	OWNERSHIP	MAINTENANCE
A	258,796	5.941	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	79,645	1.828	PARK	METRO DISTRICT	METRO DISTRICT
C	12,346	0.283	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
D	58,246	1.337	UNBUILDABLE (FUTURE COMMERCIAL)	98 W PARKER, LLP	98 W PARKER, LLP
E	81,623	1.874	OPEN SPACE	METRO DISTRICT	METRO DISTRICT
F	27,131	0.623	OPEN SPACE	METRO DISTRICT	METRO DISTRICT
G	387,074	8.886	UNBUILDABLE (FUTURE COMMERCIAL) / DRAINAGE	98 W PARKER, LLP	98 W PARKER, LLP
H	70,083	1.609	PARK	METRO DISTRICT	METRO DISTRICT
I	370,974	8.516	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
J	121,288	2.784	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
K	14,143	0.325	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
L	54,546	1.252	OPEN SPACE	METRO DISTRICT	METRO DISTRICT
M	18,834	0.432	OPEN SPACE / REGIONAL TRAIL	98 W PARKER, LLP	98 W PARKER, LLP
N	194,933	4.475	OPEN SPACE / DRAINAGE	METRO DISTRICT	METRO DISTRICT
O	80,310	1.844	PARK	METRO DISTRICT	METRO DISTRICT
P	409,619	9.404	UNBUILDABLE (FUTURE TOWNHOMES) /DRAINAGE	LENNAR	LENNAR
Q	32,454	0.745	PARK / REGIONAL TRAIL	TOWN OF PARKER	TOWN OF PARKER
R	2,300	0.053	OPEN SPACE	METRO DISTRICT	METRO DISTRICT
S	3,328	0.076	OPEN SPACE	METRO DISTRICT	METRO DISTRICT
T	9,561	0.219	OPEN SPACE / REGIONAL TRAIL	TOWN OF PARKER	TOWN OF PARKER
U	28,952	0.665	UNBUILDABLE (FUTURE COMMERCIAL)	TOWN OF PARKER	TOWN OF PARKER
V	121,428	2.788	UNBUILDABLE (FUTURE COMMERCIAL)	TOWN OF PARKER	TOWN OF PARKER
W	26,981	0.619	UNBUILDABLE (FUTURE COMMERCIAL)	TOWN OF PARKER	TOWN OF PARKER
X	14,648	0.336	UNBUILDABLE (FUTURE COMMERCIAL)	TOWN OF PARKER	TOWN OF PARKER

UNIT COUNT & DEDICATED PARK SUMMARY

PLANNING AREA, RESIDENTIAL USE & ACREAGE (PER DEVELOPMENT PLAN)	PROPOSED DWELLING UNIT TYPE	UNIT QTY.	DU'S/AC	*REQ'D. PARK AREA PER UNIT (AC.)	TOTAL PROJECT PARK AREA REQ'D. (AC.)	TOTAL PROJECT PARK AREA PROVIDED TRACT (AC.)	
PA-1, RESIDENTIAL (34.0 AC.)	SINGLE-FAM. DETACHED	109	3.21	0.0239	2.600	H	1.609
						O	1.844
PA-2, RESIDENTIAL MULTI-FAM. (21.27 AC.)	SINGLE-FAM. DETACHED	85	4.00	0.0239	2.032	B	1.828
						Q	0.745
**PA-5, RESIDENTIAL MULTI-FAM. (9.0 AC.)	TOWNHOMES	96	10.67	0.0139	1.334		
				PARK AREA TOTALS	5.966		6.026

*PARK AREA REQUIREMENTS CALCULATED IN ACCORDANCE WITH MUN. CODE SEC. 13.07.140 (2)

**PA-5 DEVELOPMENT TO BE PROVIDED AS PART OF A SEPARATE PRELIMINARY PLAN AND SITE PLAN SUBMITTAL

TABLE REFERENCES PLANNING AREAS (PA-) DEPICTED WITHIN THE NEWLIN CROSSING DEVELOPMENT PLAN

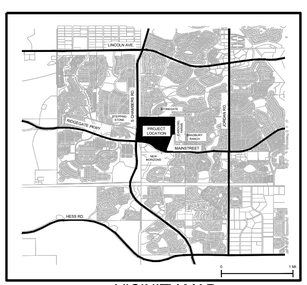
NOTE: TRACTS D, G, P, U, V, W AND X ARE UNBUILDABLE LOTS TO BE PROVIDED AS PART OF A SEPARATE PRELIMINARY PLAN AND SITE PLAN SUBMITTAL.

OPEN SPACE TRACKING SUMMARY

OPEN SPACE PER NEWLIN CROSSING DEVELOPMENT PLAN (DP)	AREA (AC.)	OPEN SPACE PROVIDED TRACT	ACRES
OS-1	13.240	I	8.516
		N	4.475
		T	0.219
OS-1 OPEN SPACE TOTAL=			**13.210**
OS-2	5.630	A	5.941
		C	0.283
OS-2 OPEN SPACE TOTAL=			6.224
REQUIRED OPEN SPACE PER DP AREAS (AC.)=			**18.87**
PROVIDED OPEN SPACE PER DP AREAS (AC.)=			19.434
OTHER OPEN SPACE TRACTS (AC.) E, F, J, K, L, R, S			6.987
TOTAL PROJECT OPEN SPACE (AC.) =			26.421

SHEET INDEX

Sheet Number	Sheet Title
PFM-1	COVER SHEET
PFM-2	CENTRAL PARK AMENITIES
PFM-3	NORTHWEST PARK AMENITIES
PFM-4	NORTHEAST PARK AMENTITIES
PFM-5	NEWLIN GULCH TRAIL AMENITIES



VICINITY MAP

No.	Revisions	Date	Init.	Appr.	Date

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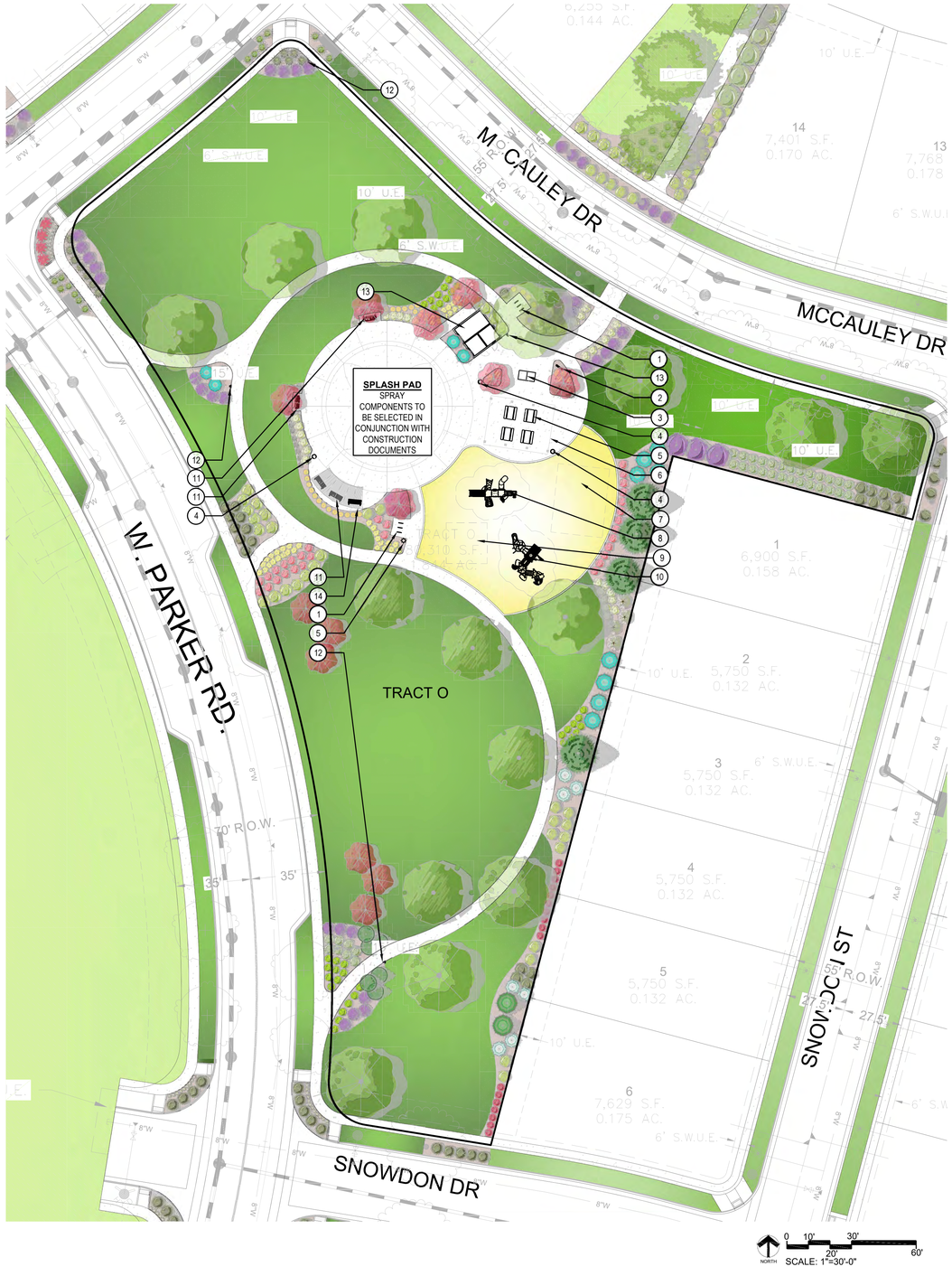
NEWLIN CROSSING
PARKER, COLORADO
PARKS & FACILITIES MASTER PLAN
COVER SHEET

SCALE: AS SHOWN
FILE NO:
DRAWN BY:
CHECKED BY:
DATE: MARCH 4, 2022

SHEET NUMBER PFM-1

CENTRAL PARK PRELIMINARY SITE PLAN & AMENITIES



CENTRAL PARK (TRACT O, 1.844 AC.) AMENITY & EQUIPMENT SCHEDULE			
CALLOUT	ITEM	SHEET NO./DETAIL NO.	QTY
①	U-BIKE RACK	L3.0-DTL 10	6, 12 SPACES
②	TRAIL SIGN	L3.0-DETL 15	1
③	TABLE TENNIS	L3.1-DETL 4	1
④	TRASH RECEPTACLE	L3.0-DETL 8	3
⑤	CHESS PICNIC TABLE	L3.0-DETL 11	4
⑥	20' X 30' PAVILION	L3.1-DETL 2	1
⑦	SWING SET	L3.1-DETL 3	1
⑧	PLAY STRUCTURE 2-5 YR AGE GROUP	L3.1-DETL 8	1
⑨	CLIMBING TOWER	L3.1-DETL 5	1
⑩	PLAY STRUCTURE 5-12 YR AGE GROUP	L3.1-DETL 9	1
⑪	BENCH	L3.0-DTL 9	5
⑫	PET STATION	L3.0-DTL 12	3
⑬	BIKE RACK & REPAIR STATION	L3.0-DTL 16	1
⑭	SHADE STRUCTURE	L3.0-DTL 6	1

Table of Options for Additional Amenities

Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked "C" indicates that the amenity is compatible with that type of park or open space.
2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A: Options for Parks and Open Space Amenities

Category 1 – Gathering Spaces & Self-directed Group Activities

Neighborhood-Serving Park

Pick 1

		CENTRAL PARK (TRACT O) 1.844 AC.		
Gardens				
Arboreta/decorative garden, irrigated	MC			
Community garden/raised garden, irrigated	MC			
Gathering and Social Space				
Amphitheater				
Festival/event space				
Outdoor nature classroom				
Outdoor performance space/stage	MC			
Programmable space (indoor or outdoor)	C			
Seating and tables	See 13.07.140(c)(10)a	*		
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.8	* (1)		
Shelter, medium (11-30 users)	C			
Shelter, large (31-100 users)				
Shelter, pavilion (more than 100 users)				
Interpretive and Placemaking				
Interactive, functional, or visual art	C			
Interpretive signage or elements	C			
Site design theme	C			
Outdoor Specialized				
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	✓		
Bike park, skills area, or pump track	MC			
Climbing spire or wall				
Disc golf course	MC			
Dog off-leash area (fenced)	C			
Horseshoe pit	C			
Skate park				

Category 2 – Active Uses

Neighborhood-Serving Park

Pick 2, but only 1 may be from Paths, Trails

		CENTRAL PARK (TRACT O) 1.844 AC.		
Paths, Trails, and Trailheads				
Greenway connection or trailhead	C			
Hard-surfaced multi-use trail	C			
Internal access pathway	See 13.07.140(c)(10)a	*		
Loop path (with mileage markers)	C			
Soft-surface jogging/hiking trail	MC			
Soft-surface equestrian or bike trail				
Play Space and Equipment				
Climbing structure or boulders	C	✓		
Nature play features	C			
Open turf play area	See 13.07.140(c)(10)a	*		
Playground, small-scale	C	✓		
Play area, large destination-scale	–			
Thematic play features	C			
Universal and inclusive play elements	See 13.07.140(c)(10)a	*		
Zip line	–			
Sports and Fitness				
Artificial turf field, multi-purpose	–			
Ball field (baseball, softball, or multi- use)	C			
Field with lighting	–			
Outdoor fitness equipment	C			
Specialty sport field or stadium	–			
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C			
Tournament sports court or multi-court complex	–			

Category 3 – Support Amenities

Neighborhood-Serving Park

Pick 1 per acre

		CENTRAL PARK (TRACT O) 1.844 AC.		
Support Amenities				
Barbecues, single or dual with ash disposal	C			
Bike rack and repair station	C	✓		
Dog waste station	See 13.07.140(c)(10)a	*		
Drinking fountain	C			
Parking, off-street	MC			
Parking, on street	C	✓		
Restroom, portable (screened)	MC			
Restroom, permanent (full or vault)	C	✓+		
Signage (identification)	See 13.07.140(c)(10)a	*		
Trash receptacles	See 13.07.140(c)(10)a	*		

Category 4 – Specialized Facilities

Neighborhood-Serving Park

Optional

		CENTRAL PARK (TRACT O) 1.844 AC.		
Aquatics and Water Access				
Splash pad or water play feature	C	✓+		
Swimming pool	C			
Indoor Facilities				
Activity building/clubhouse	C			
Environmental education center	--			
Recreation center or fieldhouse	--			

Neighborhood-Serving Park

Required Amenities for All Parks

	CENTRAL PARK (TRACT O) 1.844 AC.		
1. Landscaping shall be provided for all impervious areas not used for other amenities	*		
2.Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.	*		
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	*		
4. Open turf play areas shall be provided.	*		
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	*		
6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of (3) per park.	* (2)		
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.	* (2)		
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	* (1)		

NOTES:

- * INDICATES REQUIRED PARK AMENITY IS PROVIDED
- ✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY
- \+ INDICATES THIS IS AN ADDITIONAL PARK AMENITY
- (1) PARK SHELTER IS UPSIZED TO MEDIUM SIZE (11-30 USERS) TO ACCOMMODATE ANTICIPATED PARK USAGE. A SECOND SMALL SHELTER IS PROVIDED BY SPRAY PAD
- (2) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED.

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING
PARKER, COLORADO
PARKS & FACILITIES MASTER PLAN
CENTRAL PARK AMENITIES

SCALE: AS SHOWN
FILE NO:
DRAWN BY:
CHECKED BY:
DATE: MARCH 4, 2022

SHEET NUMBER PFM-2

NORTHWEST PARK AMENITIES

NORTHWEST (TRACT B, 1.828 AC.) PARK AMENITY & EQUIPMENT SCHEDULE			
CALLOUT	ITEM	SHEET NO./DETAIL NO.	QTY
①	BIKE RACK & REPAIR STATION	L3.0-DTL 16	1
②	BENCH	L3.0-DTL 9	1
③	U-BIKE RACK	L3.0-DTL 10	3, 6 SPACES
④	PET STATION	L3.0-DTL 12	3
⑤	PLAY STRUCTURE 2-12 YR AGE GROUP	L3.2-DTL 3	1
⑥	SWING SET	L3.2-DTL 5	1
⑦	SEESAW	L3.2-DTL 2	1
⑧	CLIMBING WALL	L3.2-DTL 4	1
⑨	TRAIL SIGN	L3.0-DTL 15	1
⑩	CHESS PICNIC TABLE	L3.0-DTL 11	2
⑪	16' X 20' PAVILION	L3.2-DTL 1	1
⑫	COAL BIN	L3.0-DTL 13	1
⑬	GRILL	L3.0-DTL 14	1
⑭	TRASH RECEPTACLE	L3.0-DTL 8	3
⑮	LEG EXTENSION	L3.2-DTL 11	1
⑯	BACK-ARMS COMBO	L3.2-DTL 10	1
⑰	FULL BAR	L3.2-DTL 9	1
⑱	ROWER	L3.2-DTL 8	1
⑲	RECUMBENT BIKE	L3.2-DTL 7	1
⑳	BUTTERFLY PRESS	L3.2-DTL 6	1
㉑	CORNHOLE	L3.2-DTL 12	1

Table of Options for Additional Amenities

Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked "C" indicates that the amenity is compatible with that type of park or open space.
2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
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Schedule 13.07.140A: Options for Parks and Open Space Amenities

Category 1 – Gathering Spaces & Self-directed Group Activities

Neighborhood-Serving Park

Pick 1

			NORTHWEST PARK (TRACT B) 1.828 AC.	
Gardens				
Arboreta/decorative garden, irrigated	MC			
Community garden/raised garden, irrigated	MC			
Gathering and Social Space				
Amphitheater				
Festival/event space				
Outdoor nature classroom				
Outdoor performance space/stage	MC			
Programmable space (indoor or outdoor)	C			
Seating and tables	See 13.07.140(c)(10)a		*	
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.8		*	
Shelter, medium (11-30 users)	C			
Shelter, large (31-100 users)				
Shelter, pavilion (more than 100 users)				
Interpretive and Placemaking				
Interactive, functional, or visual art	C			
Interpretive signage or elements	C			
Site design theme	C			
Outdoor Specialized				
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C		✓	
Bike park, skills area, or pump track	MC			
Climbing spire or wall				
Disc golf course	MC			
Dog off-leash area (fenced)	C			
Horseshoe pit	C			
Skate park				

Category 2 – Active Uses

Neighborhood-Serving Park

Pick 2, but only 1 may be from Paths, Trails

			NORTHWEST PARK (TRACT B) 1.828 AC.	
Paths, Trails, and Trailheads				
Greenway connection or trailhead	C			
Hard-surfaced multi-use trail	C		✓	
Internal access pathway	See 13.07.140(c)(10)a		*	
Loop path (with mileage markers)	C			
Soft-surface jogging/hiking trail	MC			
Soft-surface equestrian or bike trail				
Play Space and Equipment				
Climbing structure or boulders	C		✓+	
Nature play features	C			
Open turf play area	See 13.07.140(c)(10)a		*	
Playground, small-scale	C		✓	
Play area, large destination-scale	–			
Thematic play features	C			
Universal and inclusive play elements	See 13.07.140(c)(10)a		*(2)	
Zip line	–			
Sports and Fitness				
Artificial turf field, multi-purpose	–			
Ball field (baseball, softball, or multi-use)	C			
Field with lighting	–			
Outdoor fitness equipment	C		✓+	
Specialty sport field or stadium	–			
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C			
Tournament sports court or multi-court complex	–			

Category 3 – Support Amenities

Neighborhood-Serving Park

Pick 1 per acre

			NORTHWEST PARK (TRACT B) 1.828 AC.	
Support Amenities				
Barbecues, single or dual with ash disposal	C		✓	
Bike rack and repair station	C		✓	
Dog waste station	See 13.07.140(c)(10)a		*	
Drinking fountain	C			
Parking, off-street	MC			
Parking, on street	C			
Restroom, portable (screened)	MC			
Restroom, permanent (full or vault)	C			
Signage (identification)	See 13.07.140(c)(10)a		*	
Trash receptacles	See 13.07.140(c)(10)a		*	

Category 4 – Specialized Facilities

Neighborhood-Serving Park

Optional

			NORTHWEST PARK (TRACT B) 1.828 AC.	
Aquatics and Water Access				
Splash pad or water play feature	C			
Swimming pool	C			
Indoor Facilities				
Activity building/clubhouse	C			
Environmental education center	--			
Recreation center or fieldhouse	--			

Neighborhood-Serving Park

Required Amenities for All Parks

		NORTHWEST PARK (TRACT B) 1.828 AC.	
1. Landscaping shall be provided for all impervious areas not used for other amenities		*	
2.Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.		*	
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.		*	
4. Open turf play areas shall be provided.		* (3)	
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.		*	
6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of (3) per park.		* (1)	
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.		* (1)	
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.		*	

NOTES:

* INDICATES REQUIRED PARK AMENITY IS PROVIDED

✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY

\+ INDICATES THIS IS AN ADDITIONAL PARK AMENITY

(1) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED.

(2) THE PLAYGROUND CONTAINS A LARGE, ACCESSIBLE CLIMBING STRUCTURE AND 4-SEAT ROCKER TO SATISFY 'UNIVERSAL AND INCLUSIVE PLAY ELEMENT' REQUIREMENT FOR THIS PARK. IN ADDITION, A MULTI-AGE SWING SET AND CLIMBING WALL ARE ALSO PROVIDED TO SATISFY THE PLAY EQUIPMENT REQUIREMENT FOR TRACT Q (TRAIL TRACT). TRACT Q CANNOT ACCOMMODATE PLAY EQUIPMENT DUE TO ITS LIMITED AREA.

(3) THE PARK CONTAINS 1.11 AC. OF IRRIGATED OPEN TURF LAWN FOR ACTIVE USE. THIS IS 69% OF THE TOTAL PARK AREA. THE REMAINING 31% OF THE PARK IS MADE UP OF A PLAYGROUND AREA, SHELTER, PATHS AND SHRUB BEDS.THE AREA OF OPEN TURF SATISFIES THE REQUIRED 'OPEN TURF' AMENITY REQUIREMENT FOR THIS PARK. THE SIZE OF THIS TURF ALSO ACCOUNTS FOR TRACT Q OPEN TURF DEFICIENCY.

Date	Appr.	Init.	Date	Revisions	No.

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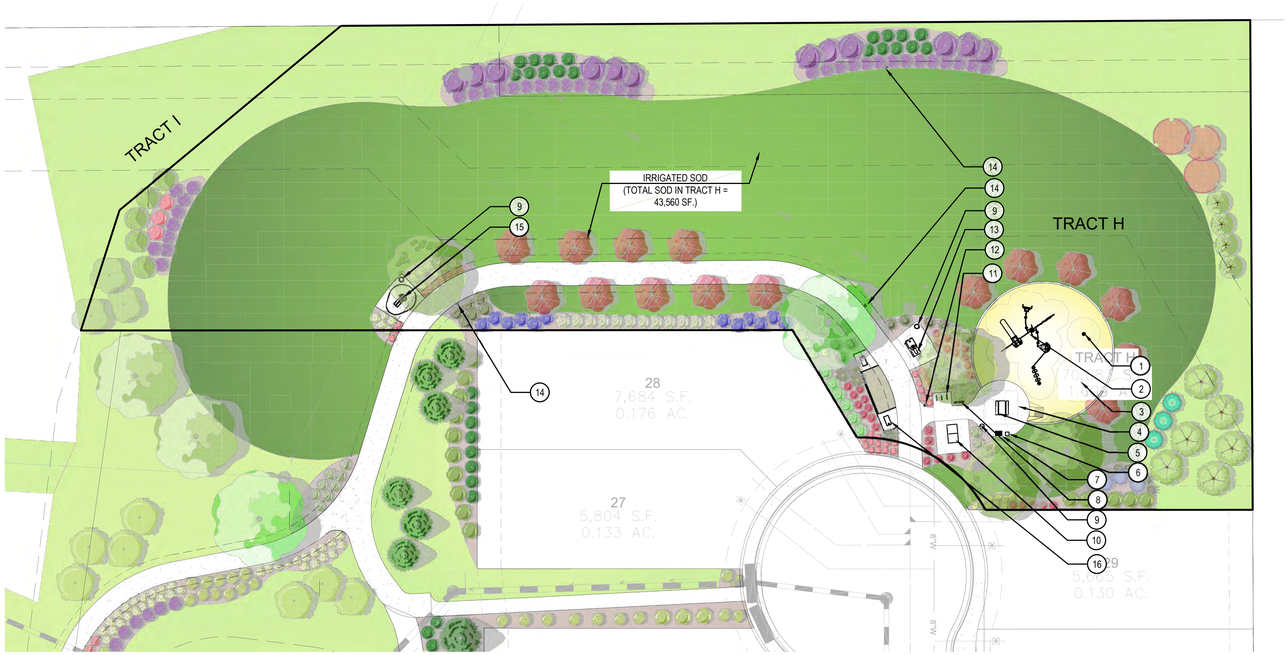
NEWLIN CROSSING
PARKER, COLORADO
PARKS & FACILITIES MASTER PLAN
NORTHWEST PARK AMENITIES

SCALE:	AS SHOWN	FILE NO:
DRAWN BY:	CHECKED BY:	DATE: MARCH 4, 2022

SHEET NUMBER PFM-3

NORTHEAST PARK AMENITIES



NORTH

0 10' 20' 30' 60'

SCALE: 1"=30'-0"

Table of Options for Additional Amenities

Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked "C" indicates that the amenity is compatible with that type of park or open space.
2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A: Options for Parks and Open Space Amenities

Category 1 – Gathering Spaces & Self-directed Group Activities

Neighborhood-Serving Park

Pick 1

				NORTHEAST PARK (TRACT B) 1.609 AC.
Gardens				
Arboreta/decorative garden, irrigated	MC			
Community garden/raised garden, irrigated	MC			
Gathering and Social Space				
Amphitheater				
Festival/event space				
Outdoor nature classroom				
Outdoor performance space/stage	MC			
Programmable space (indoor or outdoor)	C			
Seating and tables	See 13.07.140(c)(10)a			*
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.8			*
Shelter, medium (11-30 users)	C			
Shelter, large (31-100 users)				
Shelter, pavilion (more than 100 users)				
Interpretive and Placemaking				
Interactive, functional, or visual art	C			
Interpretive signage or elements	C			
Site design theme	C			
Outdoor Specialized				
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C			✓(2)(4)
Bike park, skills area, or pump track	MC			
Climbing spire or wall				
Disc golf course	MC			
Dog off-leash area (fenced)	C			
Horseshoe pit	C			
Skate park				

Category 2 – Active Uses

Neighborhood-Serving Park

Pick 2, but only 1 may be from Paths, Trails

				NORTHEAST PARK (TRACT B) 1.609 AC.
Paths, Trails, and Trailheads				
Greenway connection or trailhead	C			
Hard-surfaced multi-use trail	C			✓
Internal access pathway	See 13.07.140(c)(10)a			*
Loop path (with mileage markers)	C			
Soft-surface jogging/hiking trail	MC			
Soft-surface equestrian or bike trail				
Play Space and Equipment				
Climbing structure or boulders	C			✓+
Nature play features	C			
Open turf play area	See 13.07.140(c)(10)a			*(1)
Playground, small-scale	C			✓
Play area, large destination-scale	–			
Thematic play features	C			
Universal and inclusive play elements	See 13.07.140(c)(10)a			*(5)
Zip line	–			
Sports and Fitness				
Artificial turf field, multi-purpose	–			
Ball field (baseball, softball, or multi- use)	C			
Field with lighting	–			
Outdoor fitness equipment	C			✓+
Specialty sport field or stadium	–			
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C			
Tournament sports court or multi-court complex	–			

Category 3 – Support Amenities

Neighborhood-Serving Park

Pick 1 per acre

				NORTHEAST PARK (TRACT B) 1.609 AC.
Support Amenities				
Barbecues, single or dual with ash disposal	C			✓
Bike rack and repair station	C			✓
Dog waste station	See 13.07.140(c)(10)a			*
Drinking fountain	C			
Parking, off-street	MC			
Parking, on street	C			
Restroom, portable (screened)	MC			
Restroom, permanent (full or vault)	C			
Signage (identification)	See 13.07.140(c)(10)a			*
Trash receptacles	See 13.07.140(c)(10)a			*

Category 4 – Specialized Facilities

Neighborhood-Serving Park

Optional

				NORTHEAST PARK (TRACT B) 1.609 AC.
Aquatics and Water Access				
Splash pad or water play feature	C			
Swimming pool	C			
Indoor Facilities				
Activity building/clubhouse	C			
Environmental education center	--			
Recreation center or fieldhouse	--			

Neighborhood-Serving Park

Required Amenities for All Parks

			NORTHEAST PARK (TRACT B) 1.609 AC.
1. Landscaping shall be provided for all impervious areas not used for other amenities			*
2.Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.			*
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.			*
4. Open turf play areas shall be provided.			*(1)
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.			*
6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of (3) per park.			*(3)
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.			*(3)
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.			*

NOTES:

* INDICATES REQUIRED PARK AMENITY IS PROVIDED

✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY

\+ INDICATES THIS IS AN ADDITIONAL PARK AMENITY

(1) THIS PARK CONTAINS 1.00 AC OF IRRIGATED OPEN TURF LAWN FOR ACTIVE USE. THIS IS 62% OF THE TOTAL PARK AREA. THE REMAINING 38% OF THE PARK IS MADE UP OF A PLAYGROUND AREA, SHELTER, PATHS, SHRUB BEDS AND NATIVE SEED AREAS. THE AREA OF OPEN TURF SATISFIES THE REQUIRED 'OPEN TURF' AMENITY REQUIREMENT FOR THIS PARK. THE SIZE OF THIS TURF ALSO ACCOUNTS FOR TRACT Q OPEN TURF DEFICIENCY.

(2) TABLE TENNIS SATISFIES THIS PARK'S OUTDOOR SPECIALIZED CATEGORY.

(3) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED.

(4) CORNHOLE SATISFIES OUTDOOR SPECIALIZED DEFICIENCY FOR TRACT Q (TRAIL TRACT).

(5) THE PLAYGROUND CONTAINS A LARGE, ACCESSIBLE CLIMBING STRUCTURE FOR 2-12 YEAR OLDS TO SATISFY THE 'UNIVERSAL AND INCLUSIVE PLAY ELEMENT' REQUIREMENT FOR THIS PARK. IN ADDITION, A TRI-RIDER AND SWIFT TWIST PLAY EQUIPMENT ARE ALSO PROVIDED TO SATISFY THE PLAY EQUIPMENT REQUIREMENT FOR TRACT Q (TRAIL TRACT). TRACT Q CANNOT ACCOMMODATE PLAY EQUIPMENT DUE TO ITS LIMITED AREA.

NORTHEAST PARK (TRACT H, 1.609 AC.) AMENITY & EQUIPMENT SCHEDULE

CALLOUT	ITEM	SHEET NO./DETAIL NO.	QTY
①	SPINNER	L3.3-DTL 4	1
②	PLAY STRUCTURE 2-12 YR AGE GROUP	L3.3-DTL 2	1
③	TRI-RIDER	L3.3-DTL 3	1
④	14' X 14' PAVILION	L3.3-DTL 1	1
⑤	PICNIC TABLE	L3.0-DTL 11	1
⑥	COAL BIN	L3.0-DTL 13	1
⑦	GRILL	L3.0-DTL 14	1
⑧	TRAIL SIGN	L3.0-DTL 15	1
⑨	TRASH RECEPTACLE	L3.0-DTL 8	3
⑩	TABLE TENNIS	L3.3-DTL 7	1
⑪	U-BIKE RACK	L3.0-DTL 10	3, 6- SPACES
⑫	BIKE RACK & REPAIR STATION	L3.0-DTL 16	1
⑬	ROWER.	L3.3-DTL 6	1
⑭	PET STATION	L3.0-DTL 12	3
⑮	BUTTERFLY PRESS	L3.3-DTL 5	1
⑯	CORNHOLE.	L3.3-DTL 8	1

No.	Revisions	Date	Init.	Appr.	Date

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(3)

NEWLIN CROSSING
PARKER, COLORADO
PARKS & FACILITIES MASTER PLAN
NORTHEAST PARK AMENITIES

SCALE: AS SHOWN
FILE NO.
DRAWN BY:
CHECKED BY:
DATE: MARCH 4, 2022

SHEET NUMBER PFM-4

NEWLIN GULCH TRAIL AMENITIES

NEWLIN GULCH TRAIL (TRACT Q, 0.745 AC.) AMENITY & EQUIPMENT SCHEDULE

CALLOUT	ITEM	SHEET NO./DETAIL NO.	TRACT Q QTY
①	TRAIL SIGN	L3.0-DTL 15	2
②	BENCH	L3.0-DTL 9	2
③	TRASH RECEPTACLE	L3.0-DTL 8	3
④	STEP BLOCK	L3.4-DTL 4	1
⑤	PICNIC TABLE	L3.4-DTL 2	1
⑥	10' X 10' SHADE STRUCTURE	L3.4-DTL 1	1
⑦	U-BIKE RACK	L3.0-DTL 10	2, 4 SPACES
⑧	BIKE RACK & REPAIR STATION	L3.0-DTL 16	1
⑨	SIT UP BENCH	L3.4-DTL 3	1
⑩	PET STATION	L3.0-DTL 12	3

NEWLIN GULCH TRAIL (TRACT M, 0.432 AC.) AMENITY & EQUIPMENT SCHEDULE

CALLOUT	ITEM	SHEET NO./DETAIL NO.	TRACT M QTY
①	TRAIL SIGN	L3.0-DTL 15	2
⑩	PET STATION	L3.0-DTL 12	2

NEWLIN GULCH REGIONAL TRAIL GENERAL NOTES

1. PER SECTION 6 (B) OF THE NEWLIN CROSSING ANNEXATION AGREEMENT, THE ACREAGE OF NEWLIN GULCH TRAIL TRACTS M & Q SHALL BE DEDICATED TO THE TOWN WITH THE RECORDING OF THE NEWLIN CROSSING DEVELOPMENT PLAN. THE ACREAGE OF TRACT Q (PARK/TRAIL) SHALL BE CREDITED TOWARD THE SINGLE-FAMILY AND MULTI-FAMILY PARK DEDICATION REQUIREMENTS ASSOCIATED WITH THE NEWLIN CROSSING PRELIMINARY PLAN.
2. TRACT Q (PARK/TRAIL) CONFORMS TO REQUIREMENTS FOR PARK LAND DEDICATION OUTLINED IN SECTION13.07.140 (D) OF THE MUNICIPAL CODE BY PROVIDING 'MISSING TRAIL CONNECTIONS' AS IDENTIFIED IN THE OPEN SPACE AND GREENWAYS MASTER PLAN.

Table of Options for Additional Amenities

community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked "C" indicates that the amenity is compatible with that type of park or open space.
2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A: Options for Parks and Open Space Amenities		
Category 1 – Gathering Spaces & Self-directed Group Activities		
Neighborhood-Serving Park		
Pick 1		
		REGIONAL TRAIL TRACT (TRACT Q) 0.745 AC.
Gardens		
Arboreta/decorative garden, irrigated	MC	
Community garden/raised garden, irrigated	MC	
Gathering and Social Space		
Amphitheater		
Festival/event space		
Outdoor nature classroom		
Outdoor performance space/stage	MC	
Programmable space (indoor or outdoor)	C	
Seating and tables	See 13.07.140(c)(10)a	*
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.8	*
Shelter, medium (11-30 users)	C	
Shelter, large (31-100 users)		
Shelter, pavilion (more than 100 users)		
Interpretive and Placemaking		
Interactive, functional, or visual art	C	
Interpretive signage or elements	C	
Site design theme	C	
Outdoor Specialized		
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	✓ (3)
Bike park, skills area, or pump track	MC	
Climbing spire or wall		
Disc golf course	MC	
Dog off-leash area (fenced)	C	
Horseshoe pit	C	
Skate park		
Category 2 – Active Uses		
Neighborhood-Serving Park		
Pick 2, but only 1 may be from Paths, Trails		
		REGIONAL TRAIL TRACTS (TRACT Q) 0.745 AC.
Paths, Trails, and Trailheads		
Greenway connection or trailhead	C	
Hard-surfaced multi-use trail	C	✓
Internal access pathway	See 13.07.140(c)(10)a	*
Loop path (with mileage markers)	C	
Soft-surface jogging/hiking trail	MC	
Soft-surface equestrian or bike trail		
Play Space and Equipment		
Climbing structure or boulders	C	
Nature play features	C	
Open turf play area	See 13.07.140(c)(10)a	(1)
Playground, small-scale	C	
Play area, large destination-scale	--	
Thematic play features	C	
Universal and inclusive play elements	See 13.07.140(c)(10)a	(2)
Zip line	--	
Sports and Fitness		
Artificial turf field, multi-purpose	--	
Ball field (baseball, softball, or multi- use)	C	
Field with lighting	--	
Outdoor fitness equipment	C	✓
Specialty sport field or stadium	--	
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C	
Tournament sports court or multi-court complex	--	

Category 3 – Support Amenities		
Neighborhood-Serving Park		
Pick 1 per acre		
		REGIONAL TRAIL TRACTS (TRACT Q) 0.745 AC.
Support Amenities		
Barbecues, single or dual with ash disposal	C	
Bike rack and repair station	C	✓
Dog waste station	See 13.07.140(c)(10)a	*
Drinking fountain	C	
Parking, off-street	MC	
Parking, on street	C	
Restroom, portable (screened)	MC	
Restroom, permanent (full or vault)	C	
Signage (identification)	See 13.07.140(c)(10)a	*
Trash receptacles	See 13.07.140(c)(10)a	*
Category 4 – Specialized Facilities		
Neighborhood-Serving Park		
Optional		
		REGIONAL TRAIL TRACTS (TRACT Q) 0.745 AC.
Aquatics and Water Access		
Splash pad or water play feature	C	
Swimming pool	C	
Indoor Facilities		
Activity building/clubhouse	C	
Environmental education center	--	
Recreation center or fieldhouse	--	

Neighborhood-Serving Park				
Required Amenities for All Parks				
	(TRACT Q) 0.745 AC.			
1. Landscaping shall be provided for all impervious areas not used for other amenities	*			
2. Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.	*			
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	*			
4. Open turf play areas shall be provided.	(1)			
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	(2)			
6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of (3) per park.	* (4)			
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.	* (4)			
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	*			

NOTES:

* INDICATES REQUIRED PARK AMENITY IS PROVIDED

✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY

(1) TRAIL CORRIDOR RESTRICTS INSTALLATION OF OPEN TURF AND PLAYGROUND EQUIPMENT. NORTHWEST AND NORTHEAST PARKS BOTH HAVE OVER 60% OPEN TURF AREAS TO ACCOUNT FOR THE TURF DEFICIENCY IN TRACT Q (TRAIL TRACT).

(2) OUTDOOR FITNESS EQUIPMENT IS SUBSTITUTED FOR PLAY ELEMENTS DUE TO AREA CONSTRAINTS OF TRAIL CORRIDOR. NORTHWEST PARK HAS MULTI-AGE SWING SET AND CLIMBING TO SATISFY MISSING PLAY ELEMENTS FOR TRACT Q. NORTHEAST PARK ALSO HAS A TRI-RIDER AND SWIFT TWIST PLAY EQUIPMENT TO ACCOUNT FOR TRACT Q PLAY ELEMENT DEFICIENCIES.

(3) DUE TO LIMITED AREA WITHIN TRACT Q TRAIL CORRIDOR, A SPECIALIZED OUTDOOR ACTIVITY REQUIREMENT CANNOT BE ACCOMMODATED. THIS REQUIREMENT HAS BEEN SATISFIED WITH THE ADDITION OF CORNHOLE TO THE NORTHEAST PARK.

(4) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED IN TRACT Q.

No.	Revisions	Date	Init.	Appr.	Date

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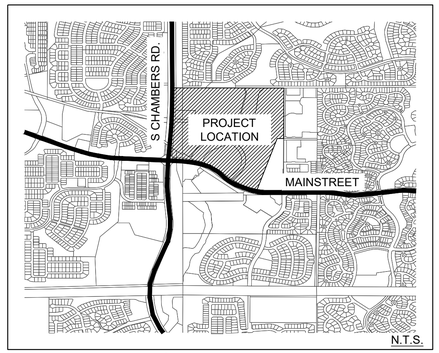
NEWLIN CROSSING
PARKER, COLORADO
PARKS & FACILITIES MASTER PLAN
NEWLIN GULCH TRAIL AMENITIES

SCALE: AS SHOWN
FILE NO:
DRAWN BY:
CHECKED BY:
DATE: MARCH 4, 2022
SHEET NUMBER: PFM-5

NEWLIN CROSSING FILING NO. 3

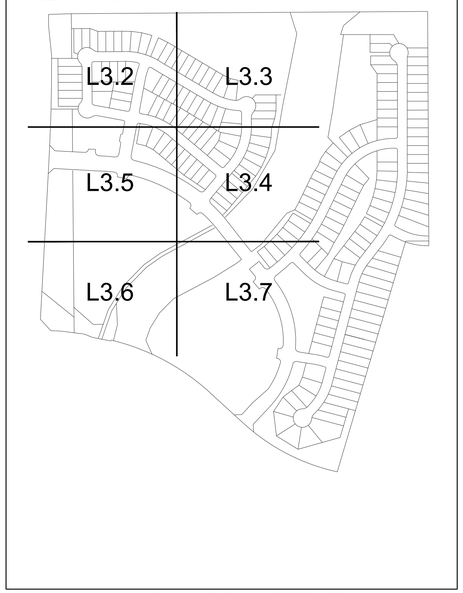
A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

LANDSCAPE CONSTRUCTION DOCUMENTS



VICINITY MAP

KEYMAP



LANDSCAPE SHEET KEY

GENERAL NOTES

1. DRAWINGS ARE INTENDED TO BE PRINTED ON 24 X 36 PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
2. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
4. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
5. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
6. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS,WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR,THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS,CONTRACT DOCUMENTS,JURISDICTIONAL CODES,AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
12. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE WORK AREA LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
16. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCKPILES CONCRETE IN THE STORM SEWER IS PROHIBITED.
20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
21. CONTRACTOR SHALL MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY.THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
24. THE CONTRACTOR AND OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
25. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA.THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

PROJECT TEAM

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LAKEWOOD, CO
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BENCHMARK

BENCHMARK: DOUGLAS COUNTY GIS SECONDARY CONTROL MONUMENT STAMPED 1.107004 BEING A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP
FLUSH WITH GROUND. THE MONUMENT IS LOCATED EAST OF NORTH 3RD STREET AND 110' +/- NORTH OF DOGWOOD AVENUE. THE ELEVATION IS
5867.62 FEET, DATUM NAVD88.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 BEING MONUMENTED AT THE NORTHWEST CORNER
OF SAID SECTION 20 BY A NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED LS 10717
WHENCE THE NORTH QUARTER CORNER
OF SAID SECTION 20 BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED PLS 29430 IS ASSUMED TO
BEAR NORTH 89°38'10" EAST A DISTANCE OF 2665.57 FEET.

SYMBOLS & ABBREVIATIONS

AC. = ACRE
APPROXIMATE = APPROX.
B&B = BALL AND BURLAP
BOC = BACK OF CURB
B.M. = BENCH MARK
BLDG. = BUILDING
B.S. = BOTTOM OF STAIR
B.W. = BOTTOM OF WALL
CAL. = CALIPER
C.B. = CATCH BASIN
CL CATCH BASIN CENTER LINE
C.O. = CLEANOUT
COL. = COLUMN
CONC. = CONCRETE
CONT. = CONTINUOUS
CONT'R = CONTRACTOR
C.F. = CUBIC FEET
C.Y. = CUBIC YARD
DET. = DETAIL
DIM. = DIMENSION
DIA. = DIAMETER
DWG. = DRAWING
EA. = EACH
ELEV. = ELEVATION
EXIST. = EXISTING
E.P. = EDGE OF PAVING
EXP. = EXPANSION
E.W. = EACH WAY
F.F. = FINISH FLOOR
F.G. = FINISH GRADE
FIN. = FINISH
F.H. = FIRE HYDRANT
FL. = FLOW LINE
FTG. = FOOTING
FT. = FEET
GA. = GAUGE
GALV. = GALVANIZED
H.W. = HEAD WALL
H.P. = HIGH POINT
HT. = HEIGHT
HORIZ. = HORIZON
I.D. = INNER DIAMETER
IN. = INCH
INV. = INVERT
L.P. = LOW POINT
L.F. = LINEAR FEET
MAX. = MAXIMUM
M.H. = MAN HOLE
MIN. = MINIMUM
MISC. = MISCELLANEOUS
N.I.C. = NOT IN CONTRACT
N.T.S. = NOT TO SCALE
O.C. = ON CENTER
O.D. = OUTSIDE DIAMETER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF CONNECTION
P.V.C. = POLYVINYL CHLORIDE PIPE
PL = PROPERTY LINE
R = RADIUS
R.C.P. = = REINFORCED CONCRETE PIPE
R.O.W. = RIGHT OF WAY
REQ'D. = REQUIRED
REINF. = REINFORCED
SHT. = SHEET
SPEC. = SPECIFICATIONS
SQ. = SQUARE
S.F. = SQUARE FEET
S.Y. = SQUARE YARD
S.S. = STAINLESS STEEL
T.C. = TOP OF CURB
T.S. = TOP OF STAIR
T.W. = TOP OF WALL
TYP. = TYPICAL
VERT. = VERTICAL
W/O = WITH OUT
W.W.M. = WOVEN WIRE MESH

NOTE IDENTIFICATION
1 — DEMOLITION NOTE
1 — CONSTRUCTION NOTE

ELEVATION IDENTIFICATION
5280.10 — SPOT ELEVATION
5280.10 — ELEVATION

DETAIL IDENTIFICATION
1 / 12 — DETAIL NUMBER / SHEET NUMBER; DETAIL NAME

DETAIL SECTION IDENTIFICATION
2 / 12 — DETAIL NUMBER / SHEET NUMBER

PLANT SPECIES IDENTIFICATION
(XX) XXX — PLANT NAME/SYMBOL; PLANT QUANTITY

REVISION SUMMARY

DELTA	DATE	DESCRIPTION	
△			
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△			
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△			

DISCLAIMER

THE LANDSCAPE PLANS HAVE BEEN PREPARED FROM SURVEY INFORMATION AND CAD FILES PROVIDED BY THE CIVIL ENGINEER AND/OR SURVEYOR OF RECORD FOR THIS DOCUMENT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, STRUCTURES AND WIRES SHOWN ON THESE PLANS WERE OBTAINED FROM SAID BASE INFORMATION. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THIS INFORMATION. APPROVAL OF THIS PLAN BY THE OWNER AND REVIEWING AGENCY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF LOCATION OR THE EXISTENCE OR NONEXISTENCE OF ANY PIPE, WIRE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ALL DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THESE PLANS FOR PERTINENT INFORMATION RELATING TO SITE CONSTRUCTION.

SHEET INDEX

Sheet Number	Sheet Title
L1.0	LANDSCAPE COVER SHEET
L1.1	EXISTING CONDITIONS
L1.2	EXISTING CONDITIONS
L2.0	OVERALL LANDSCAPE PLAN
L2.1	FENCING PLAN
L3.0	PLANT NOTES & SCHEDULE
L3.1	MASTER STREET TREE PLAN
L3.2	LANDSCAPE PLAN
L3.3	LANDSCAPE PLAN
L3.4	LANDSCAPE PLAN
L3.5	LANDSCAPE PLAN
L3.6	LANDSCAPE PLAN
L3.7	LANDSCAPE PLAN
L4.0	NORTHWEST PARK SITE & AMENITY PLAN
L4.1	TRACT Q NEWLIN GULCH TRAIL SITE & AMENITY PLAN
L4.2	TRACT M NEWLIN GULCH TRAIL SITE & AMENITY PLAN
L5.0	SITE & LANDSCAPE DETAILS
L5.1	SITE & LANDSCAPE DETAILS
L5.2	SITE & LANDSCAPE DETAILS
L5.3	SITE & LANDSCAPE DETAILS
IR1.0	IRRIGATION SCHEDULE & NOTES
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IR1.6-IR1.8	IRRIGATION DETAILS
LP1-LP2	PHOTOMETRIC PLANS
LP3	PHOTOMETRIC DETAILS

TOWN OF PARKER APPROVAL

No.	Revisions	Date	Init.	Appr.	Date

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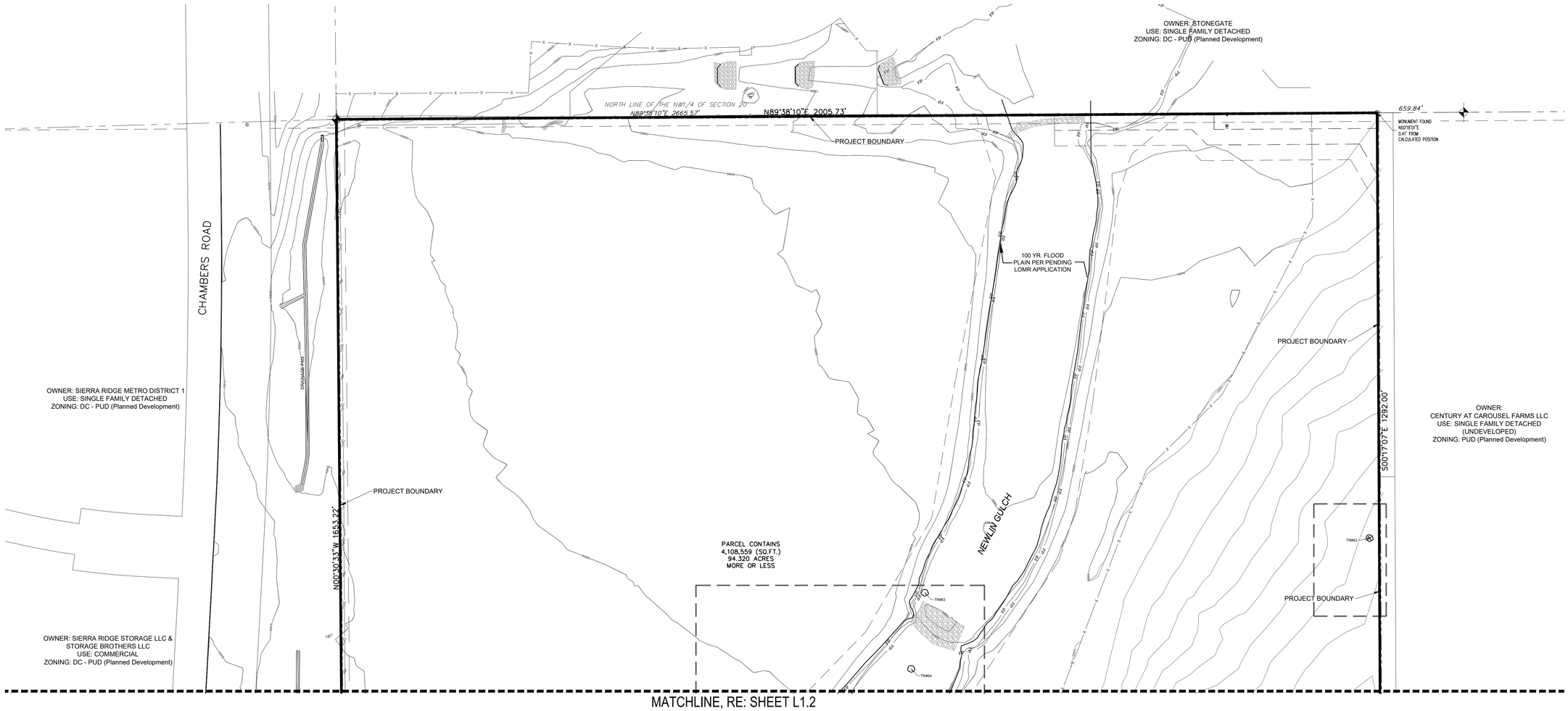
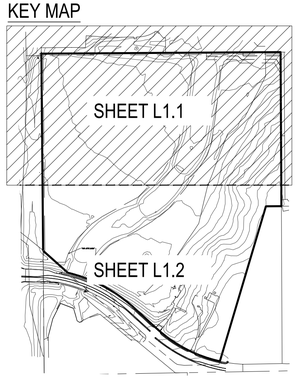
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE COVER SHEET

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023
SHEET NUMBER L1.0



KEY MAP



NORTH SCALE: 1"=100'-0"

0 50' 100' 200'

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
EXISTING CONDITIONS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L1.1

MATCHLINE, RE: SHEET L1.1

CHAMBERS ROAD

PROJECT BOUNDARY

DRAINAGE PAN

TELE PEDE & PED

WEST LINE OF THE NW1/4 OF SECTION 20
N00°08'53"W 2624.71'

OWNER: RICHMOND AMERICAN HOMES OF COLORADO INC
USE: SINGLE FAMILY DETACHED
ZONING: DC - PUD (Planned Development)

OWNER: SHEA HOMES LP
USE: SINGLE FAMILY DETACHED (VACANT LAND)
ZONING: DC - PUD (Planned Development)

MONUMENT FOUND
S42°15'57"E
0.72' FROM
CALCULATED POSITION
(DISTURBED)

N83°39'36"W
1.49'
TO 1.25" RED PLASTIC CAP
STAMPED "PLS 10717"
(NOT ACCEPTED)

IRR. BOX

N42°29'15"W 278.82'

NEWLIN GULCH

100 YR. FLOOD PLAIN PER PENDING LOMR APPLICATION

Δ=28°54'39"
R=1260.00'
L=635.78'

N71°34'54"W 278.40'

TOWN OF PARKER REC. NO. 2004089295

MAINSTREET

N71°34'49"W 288.90'

TOWN OF PARKER REC. NO. 2011031053

OWNER: 4120 LLC
USE: COMMERCIAL (UNDEVELOPED)
ZONING: PUD (Planned Development)

BOOK 522 PAGE 1024

W 1/4 CORNER OF SECTION 20, T6S, R66W, SIXTH PM, FOUND A 3-1/4" DIAMETER ALUMINUM CAPPED MONUMENT STAMPED LS 10717 2008

S88°58'45"W 1327.57'
SOUTH LINE OF THE NW1/4 OF SECTION 20

BUILDING TO BE REMOVED

BUILDINGS TO BE REMOVED

EX. FRAMED PATIO COVERS

EX. METAL SHELTERS 14' X 10'

S88°23'04"W
1.4FT TO
1.25" RED PLASTIC CAP
STAMPED "PLS 10717"
NOT ACCEPTED

S85°53'12"W
1.52' TO
1" BRASS TAG
STAMPED "PLS 10717"

PROJECT BOUNDARY

Δ=30°06'35"
R=1140.00'
L=599.97'

N50°27'33"W 832.22'

N17°05'47"
1.55'
FROM

MONUMENT FOUND
S02°29'37"E
1.53' FROM
CALCULATED POSITION

N78°41'24"W
0.51' TO
NO. 5 REBAR
NOT ACCEPTED

N57°53'33"W
24.54'

N83°01'11"W
57.43'

S88°53'31"W 291.51'

S18°55'41"W
0.45' TO
NO. 4 REBAR

42.65'

5.5'

MONUMENT FOUND
S83°45'26"W
5.29' FROM
CALCULATED POSITION

MONUMENT FOUND
N39°27'44"E
0.76' FROM
CALCULATED POSITION

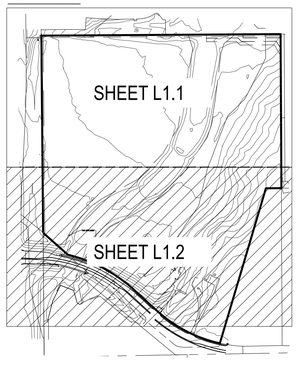
S89°38'46"W
130.00'

S16°30'07"W 1355.77'

OWNER:
CENTURY AT CAROUSEL FARMS LLC
USE: SINGLE FAMILY DETACHED
(UNDEVELOPED)
ZONING: PUD (Planned Development)

OWNER:
RIVERSIDE BAPTIST CHURCH SOUTH
USE: CHURCH
ZONING: DC - A1 (Agricultural One)

KEY MAP



NORTH SCALE: 1"=100'-0"
0 50' 100' 200'

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
EXISTING CONDITIONS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
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DATE: JULY 2023

SHEET NUMBER L1.2

No.	Revisions	Date	Init.	Appr.	Date

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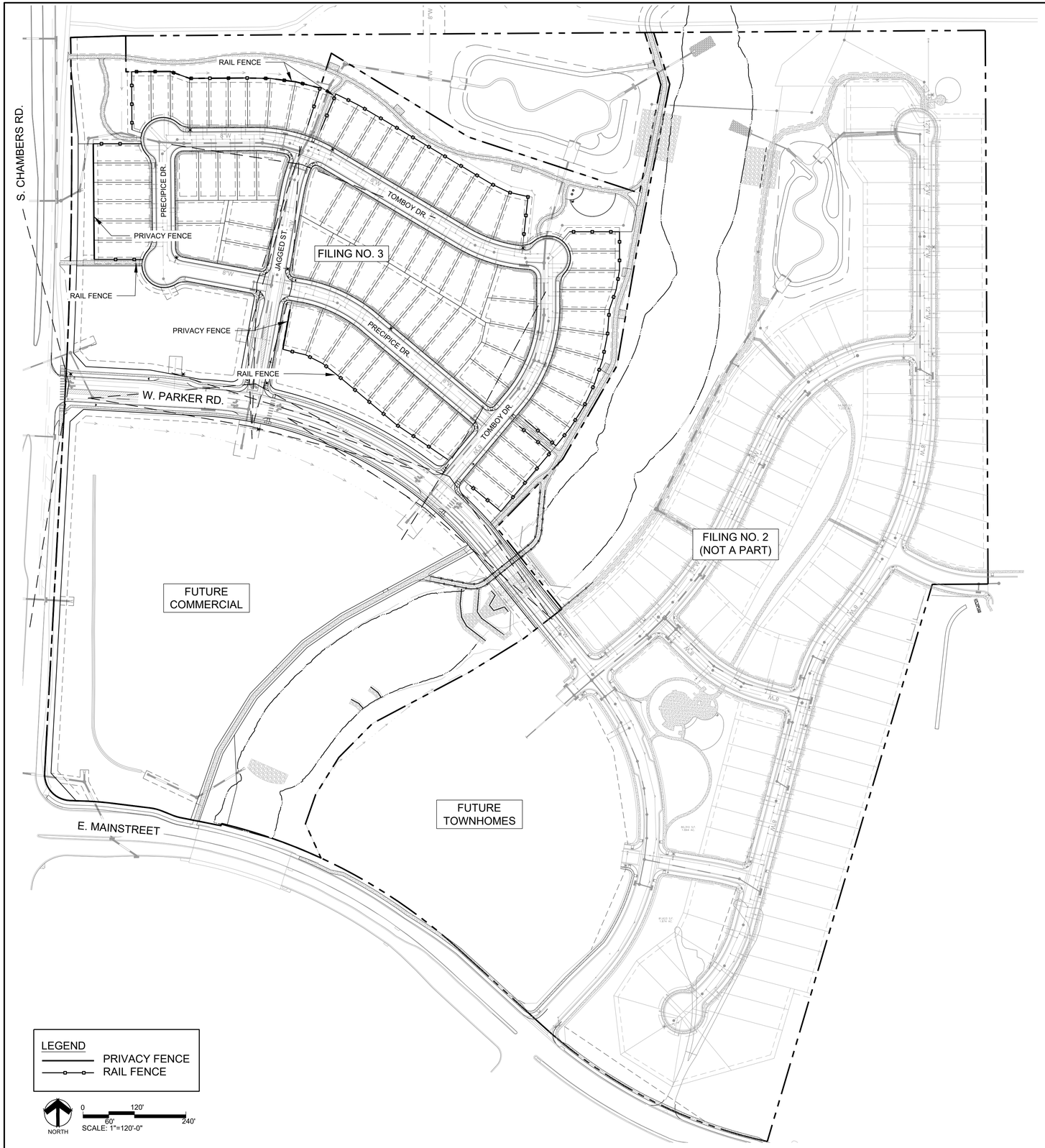
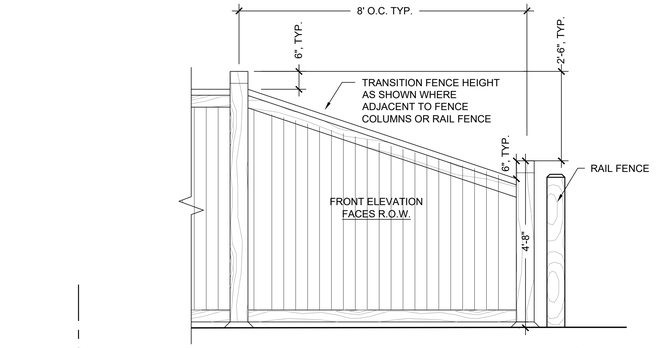
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
OVERALL LANDSCAPE PLAN

DRAWN BY:	PCS GROUP	SCALE:	AS SHOWN
CHECKED BY:	PCS GROUP	FILE NO:	
DATE:	JULY 2023		

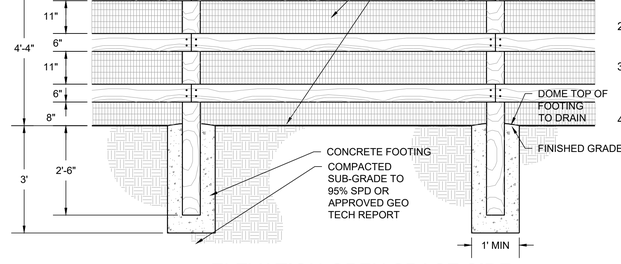
SHEET NUMBER L2.0





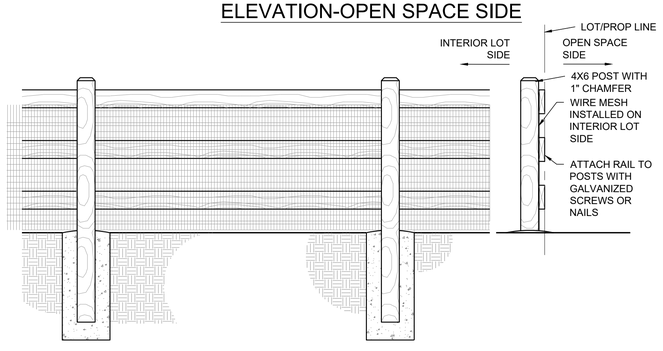
NOTES:
1. ALL LUMBER SHALL BE NO. 1 SELECT, ROUGH SAWN CEDAR AND SHALL BE SOLID, STRAIGHT, FREE FROM KNOTS, SPLITS, SHAKES OR DISCOLORATION. ALL CHAMFERED EDGES & ROUTED AREAS SHALL BE UNIFORM AND FROM FROM SAW MARKS.
2. ALL NAILS, FASTENERS AND OTHER HARDWARE SHALL BE HOT DIPPED GALVANIZED. NAILS SHALL BE SHANK.
3. POSTS SHALL BE SECURELY BRACED IN THEIR FINAL POSITION A MIN. 24 HRS. BEFORE BOARDS ARE NAILED.
4. ALL EXPOSED LUMBER SHALL STAINED AND/OR PAINTED. COLOR SHALL BE APPROVED BY HOA (OR ARCH. CONTROL COMMITTEE). CONTRACTOR TO SUBMIT COLOR SAMPLES FOR APPROVAL.

1 PRIVACY FENCE
N.T.S.



NOTES:
1. ALL WOOD TO BE ROUGH SAWN CEDAR.
2. WOOD TO BE WEATHER AND ROT RESISTANT
3. WOOD TO BE STAINED/SEALED PER OWNER SELECTION.
4. RAILS SHALL BE INSTALLED ON ONE SIDE OF POST ONLY.

ELEVATION-OPEN SPACE SIDE



ELEVATION-INTERIOR LOT SIDE

2 RAIL FENCE
N.T.S.

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
FENCING PLAN

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L2.1

LANDSCAPE NOTES

SITE PREP

1. LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
2. ALL WORK SHALL CONFORM TO LOCAL MUNICIPAL CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
3. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
4. SEE CIVIL ENGINEERS DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
5. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
6. A PRE-CONSTRCUTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
7. CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS.
8. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
9. CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
11. TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.
12. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
13. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
14. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED & AMENDED.
15. ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
16. CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.
17. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECH REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%, MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY LANDSCAPE ARCHITECT.

TURF, PLANT & GROUNDCOVER MATERIAL

18. ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.
19. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN SPECIFICATIONS FOR NUMBER ONE GRADE.
20. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.
21. ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT VOIDS.
22. TREE WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.
23. CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND/OR THE CITY/COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR.
24. MAINTAIN A MINIMUM THREE FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.
25. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, AREAS OR UTILITY EASEMENTS. CONTACT LANDSCAPE ARCHITECT FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
26. THE CENTER OF EVERGREEN TRESS SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TRESS CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY LANDSCAPE ARCHITECT IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
27. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY LANDSCAPE ARCHITECT.
28. NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER ELECTRICAL UTILITY EQUIPMENT. PLANT MATERIAL MAY BE FIELD ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR.
29. ANY TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY LANDSCAPE ARCHITECT PRIOR TO DOING WORK.
30. PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE LOCAL MUNICIPALITY OR GOVERNING JURISDICTIONS.
31. IF SPECIFIED, PLANTS ARE NOT COMMERCIALLY AVAILABLE AT TIME OF CONSTRUCTION/INSTALLATION, CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR A SUBSTITUTION.

PLANTING BEDS

32. ALL PROPOSED PLANTING BEDS SHALL CONTAIN THE SPECIFIED MULCH. ROCK MULCH BEDS SHALL INCLUDE MIRAFI WEED BARRIER FABRIC OR EQUAL SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES. NO FABRIC IS REQUIRED IN WOOD MULCH AREAS.
33. ROCK MULCH AROUND VEGETATION SHALL CONTAIN 2" -4" DIA. ROUND RIVER COBBLE, TAN COLOR, 3" DEPTH. OVER GEOTEXTILE FABRIC.
34. WOOD MULCH SHALL BE 'GORILLA HAIR' OR EQUAL SHREDDED CEDAR MULCH, 4" DEPTH.
35. EDGING BETWEEN TURF AND PLANTING BEDS SHALL BE 12-GAUGE, GREEN COLOR, ROLLED-TOP, STEEL EDGING OR EQUIVALENT. ANY NO EDGING IS REQUIRED AGAINST HARDSCAPE/WALK AREAS OR AT TREE RING EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE. RE: DETAILS FOR INSTALLATION IN LOW DRAINAGE AREAS.
36. FOR TREES NOT IN PLANTING BEDS, ALLOW A 6'-0" DIAMETER BED (TREE RING) WITHOUT SOD AROUND ROOT COLLAR. APPLY SPECIFIED WOOD MULCH & DEPTH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO FABRIC OR STEEL EDGER IS NECESSARY WITHIN TREE RINGS IN NATIVE AREAS. TREES IN PLANTING BEDS SHALL NOT HAVE WEED BARRIER INSTALLED WITHIN 6' OF THEIR TRUNKS.

HARDSCAPE

37. REFER TO SITE PLANS & DETAILS FOR SPECIALTY CONCRETE LOCATIONS WHERE APPLICABLE.

38. IRRIGATION
39. 1)PERMANENT UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS, 2) TURF AREAS ARE ZONED SEPARATELY FROM BED AREAS, 3) CONTROLLER TO INCLUDE RAIN SHUT-OFF, 4) HYDROZONES WILL BE ON SEPARATE IRRIGATION ZONES ACCORDING TO WATER DEMAND.
40. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM STANDARDS FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATIONS DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECH REPORT.
41. TURF & IRRIGATED NATIVE AREAS (WHERE APPLICABLE) SHALL BE IRRIGATED BY AUTOMATIC POP-UP SPRAY SYSTEM. SHRUBS & PLANTING BEDS SHALL BE IRRIGATED WITH DRIP/BUBBLER SYSTEM.
42. ALL TREES & SHRUBS OUTSIDE OF BEDS WITHIN NATIVE AREAS SHALL BE DRIP IRRIGATED. ALL IRRIGATION SHALL BE AN AUTOMATIC UNDERGROUND SYSTEM
43. REFER TO IRRIGATION PLANS FOR DETAILED INFORMATION.

MAINTENANCE

44. CONTRACTOR IS TO MAINTAIN ALL PLANTINGS AND ASSOCIATED IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT UNTIL FINAL ACCEPTANCE BY THE CITY AND TURNOVER TO OWNER. THIS MAINTENANCE SHALL INCLUDE PROPER WATERING OF ALL PLANTS, AND MOWING OF TURF/SEED AREAS IF NECESSARY.
45. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
46. ALL PLANT MATERIAL WILL BE COVERED BY A WARRANTY PERIOD. THE CONTRACTOR SHALL REPLACE DEAD. UNHEALTHY, OR OTHERWISE UNSATISFACTORY MATERIAL THROUGHOUT THIS PERIOD. THE WARRANTY SHALL BEGIN UPON FINAL ACCEPTANCE OF THE JOB.
47. LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER OR ASSIGNS OR OWNERS ASSOCIATION. TREES AND SHRUBS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL (AS DETERMINED BY THE LOCAL MUNICIPALITY) SHALL BE REPLACED. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH, MUST BE 100% INTACT AFTER ONE YEAR AND 100% INTACT THEREAFTER.
48. LANDSCAPE AREAS WITHIN THE PROPERTY AND WITHIN THE ADJACENT RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

PLANT & MATERIAL SCHEDULE - FILING 3

DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	ROOT	CALIPER/HT.
EM	11	EMERALD QUEEN MAPLE	ACER PLATANOIDES `EMERALD QUEEN`	B & B	2"CAL
FM	4	FREEMAN MAPLE	ACER FREEMANII `ARMSTRONG`	B & B	2"CAL
IHL	6	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS `IMPERIAL`	B & B	2"CAL
CS	1	NORTHERN CATALPA	CATALPA SPECIOSA	B & B	2"CAL
NPO	7	NORTHERN PIN OAK	QUERCUS ELLIPSOIDALIS	B & B	2"CAL
NOM	4	NORWAY MAPLE	ACER PLATANOIDES	B & B	2"CAL
NM	15	SCHWEDLER NORWAY MAPLE	ACER PLATANOIDES `SCHWEDLERI`	B & B	2"CAL
QB2	12	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2"CAL

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	ROOT	CALIPER/HT.
AP-6FT	11	AUSTRIAN BLACK PINE	PINUS NIGRA	B & B	6' HT
JB-6FT	21	BLUE POINT JUNIPER	JUNIPERUS CHINENSIS `BLUE POINT`	B & B	6' HT
BOP-6FT	3	BOSNIAN PINE	PINUS HELDREICHII	B & B	6' HT
PB-6FT	27	BRISTLECONE PINE	PINUS ARISTATA	B & B	6' HT
GGJ-6FT	21	GRAY GLEAM JUNIPER	JUNIPERUS SCOPULORUM `GRAY GLEAM`	B & B	6' HT
LP-6FT	2	LIMBER PINE	PINUS FLEXILIS	B & B	6' HT
MGJ-6FT	14	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM `MOONGLOW`	B & B	6' HT
PP-6FT	6	PINON PINE	PINUS EDULIS	B & B	6' HT
SP-6FT	19	SOUTHWESTERN WHITE PINE	PINUS STROBIFORMIS	B & B	6' HT
JO-6FT	4	UTAH JUNIPER	JUNIPERUS OSTEOSPERMA	B & B	6' HT
PF-6FT	9	VANDERWOLF`S PYRAMID PINE	PINUS FLEXILIS `VANDERWOLF`S PYRAMID`	B & B	6' HT
JWB-6FT	3	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM `WICHITA BLUE`	B & B	6' HT

ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	ROOT	CALIPER/HT.
PA2	22	AUTUMN BLAZE PEAR	PYRUS CALLERYANA `AUTUMN BLAZE`	B & B	1.5"CAL
CRC	1	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA `CANADA RED`	B & B	1.5"CAL
ACM	7	COMPACT AMUR MAPLE-MULT-STEM	ACER GINNALA `COMPACTUM`	B & B	1.5"CAL
BTM	3	LITTLE VALLEY BIGTOOTH MAPLE	ACER GRANDIDENTATUM `LITTLE VALLEY`	B & B	1.5"CAL
RMM	7	ROCKY MOUNTAIN MAPLE	ACER GLABRUM	B & B	1.5"CAL
AT	1	TATARIAN MAPLE	ACER TATARICUM	B & B	1.5"CAL

ORNAMENTAL GRASSES	QTY	COMMON NAME	BOTANICAL NAME	SIZE
PMG	16	AUTUMN RED FLAME GRASS	MISCANTHUS SINENSIS `PURPURASCENS`	1 GAL
BB	43	BLONDE AMBITION BLUE GRAMA	BOUTELOUA GRACILIS `BLONDE AMBITION`	1 GAL
PH	18	BLUE SWITCH GRASS	PANICUM VIRGATUM `HEAVY METAL`	1 GAL
DMG	25	DWARF MAIDEN GRASS	MISCANTHUS SINENSIS `YAKU JIMA`	1 GAL
FRG	116	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER`	1 GAL
MM	11	MORNING LIGHT SILVER GRASS	MISCANTHUS SINENSIS `MORNING LIGHT`	1 GAL
PV	41	SWITCH GRASS	PANICUM VIRGATUM	1 GAL

DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE
AG	19	`AUTUMN BRILLIANCE` SERVICEBERRY	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE`	5 GAL
RA	15	ALPINE CURRANT	RIBES ALPINUM	5 GAL
SA	64	ANTHONY WATERER SPIRAEA	SPIRAEA X BUMALDA `ANTHONY WATERER`	5 GAL
RAA	62	AUTUMN AMBER SUMAC	RHUS TRILOBATA `AUTUMN AMBER`	5 GAL
VBW	6	BURKWOOD VIBURNUM	VIBURNUM X BURKWOODII	5 GAL
PC2	38	CENTER GLOW NINEBARK	PHYSOCARPUS OPULIFOLIUS `CENTER GLOW`	5 GAL
BSP	90	COMMON BLUEBEARD SPIREA	CARYOPTERIS INCANA	5 GAL
SV	7	COMMON LILAC	SYRINGA VULGARIS	5 GAL
SA2	7	COMMON WHITE SNOWBERRY	SYMPHORICARPOS ALBUS	5 GAL
EC2	8	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`	5 GAL
POD	65	DART`S GOLD NINEBARK	PHYSOCARPUS OPULIFOLIUS `DART`S GOLD`	5 GAL
MN	20	DIABLO NINEBARK	PHYSOCARPUS OPULIFOLIUS `DIABLO`	5 GAL
SM	11	DWARF KOREAN LILAC	SYRINGA MEYERI `PALIBIN`	5 GAL
FMR	9	FIRE MEIDILAND ROSE	ROSA MEIDILAND SERIES `FIRE`	5 GAL
VF	11	FRAGRANT SNOWBALL VIBURNUM	VIBURNUM X CARLCEPHALUM	5 GAL
GC	62	GOLDEN CURRANT	RIBES AUREUM	5 GAL
GVP	50	GOLDEN VICARY PRIVET	LIGUSTRUM VICARYI	5 GAL
GFS	48	GOLDFLAME SPIREA	SPIRAEA JAPONICA `GOLDFLAME`	5 GAL
RG	36	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`	5 GAL
PJ	84	JACKMANII POTENTILLA	POTENTILLA FRUTICOSA `JACKMANII`	5 GAL
KSV	14	KOREAN SPICE VIBURNUM	VIBURNUM CARLESII	5 GAL
LDNB	87	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS `LITTLE DEVIL` TM	5 GAL
VL	7	MOHICAN WAYFARING TREE	VIBURNUM LANTANA `MOHICAN`	5 GAL
PPB	4	PAWNEE BUTTES SAND CHERRY	PRUNUS BESSEYI `PAWNEE BUTTES`	5 GAL
PBP	169	PINK BEAUTY POTENTILLA	POTENTILLA FRUTICOSA `PINK BEAUTY`	5 GAL
PLS	28	PURPLE LEAF SAND CHERRY	PRUNUS X CISTENA	5 GAL
RB	115	RABBITBRUSH	CHRYSOTHAMNUS NAUSEOSUS	5 GAL
RSA	82	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	5 GAL
AMA	13	SERVICEBERRY	AMELANCHIER ALNIFOLIA	5 GAL
SN	64	SNOWMOUND SPIREA	SPIRAEA NIPPONICA `SNOWMOUND`	5 GAL
TLS	34	THREE-LEAF SUMAC	RHUS TRILOBATA	5 GAL
WSC	25	WESTERN SAND CHERRY	PRUNUS BESSEYI	5 GAL
RW	16	WHITE MEIDILAND ROSE	ROSA MEIDILAND SERIES `WHITE`	5 GAL

EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE
EE	4	BLUESTEM JOINT FIR	EPHEDRA EQUISETINA	5 GAL
BRJ	25	BROADMOOR JUNIPER	JUNIPERUS SABINA `BROADMOOR`	5 GAL
BJJ	21	BUFFALO JUNIPER	JUNIPERUS SABINA `BUFFALO`	5 GAL
JH	3	HUGHES JUNIPER	JUNIPERUS HORIZONTALIS `HUGHES`	5 GAL
SCJ	25	SCANDIA JUNIPER	JUNIPERUS SABINA `SCANDIA`	5 GAL

SEED	QTY	COMMON NAME	BOTANICAL NAME	CONT
	308,384 SF	NON-IRRIG NATIVE SEED MIX	NON-IRRIG NATIVE SEED MIX	SEED
	171,184 SF	TEMP-IRRIG NATIVE SEED MIX	TEMP-IRRIG NATIVE SEED MIX	SEED

SOD	QTY	COMMON NAME	BOTANICAL NAME	CONT
	31,489 SF	HOMEOWNER TREE LAWN SOD	HOMEOWNER TREE LAWN SOD	SOD
	101,770 SF	IRRIGATED TURF, `ENVIROTURF`	IRRIGATED TURF, `ENVIROTURF`	SOD

MULCH	QTY	COMMON NAME	BOTANICAL NAME	CONT
	9,266 SF	FIBAR	FIBAR	MULCH
	7,213 SF	HOMEOWNER ROCK MULCH	HOMEOWNER ROCK MULCH	MULCH
	76,413 SF	ROCK MULCH	ROCK MULCH	MULCH

SURFACE	QTY	COMMON NAME	BOTANICAL NAME	CONT
	204 SF	CRUSHER FINES,	CRUSHER FINES,	.

SEED SCHEDULE

TOWN OF PARKER, SEED MIX 3 (LOW-GROWTH MIX)
(TEMP. IRRIGATE TO ESTABLISHMENT)

COMMON NAME	PERCENTAGE
EPHRAIM CRESTED WHEATGRASS	25%
SHEEP FESCUE	23%
PERENNIAL RYEGRASS	18%
CANADA BLUEGRASS	13%
BARLEY OR OATS	12%
BLUE FESCUE	9%

SEEDING RATE
DRILLED: 25 LBS/AC.
BROADCAST: 50LBS/AC.
NOTE:
1. SEED MIX TO BE USED IN AREAS DISTURBED BY GRADING.
2. AREAS WITH THIS SEED MIX TO BE TEMPORARILY IRRIGATED UNTIL ESTABLISHMENT ONLY.

SOD SCHEDULE

ALL DEVELOPER INSTALLED SOD TO BE 'ENVIROTURF' BY TURF MASTERS, LLC OR APPROVED EQUAL.

OVERALL PROJECT PLANTING TABULATIONS

PARK & OPEN SPACE LANDSCAPE TABLE

TRACT	USE	TRACT AREA SQ. FT.	TRACT AREA ACRES	LANDCAPE AREA (SEE NOTES IF APPLICABLE) SQ. FT.	LANDCAPE AREA (SEE NOTES IF APPLICABLE) ACRES	TOTAL TREES REQUIRED (1 TREE PER 1,500 SF. LDSCP AREA)	TOTAL SHRUBS & SHRUB EQUIVALENTS REQUIRED (5 SHRUBS PER 1,500 SF. LDSCP AREA)	SHRUBS PROVIDED	GRASSES PROVIDED TO MEET SHRUB EQUIV.	(3 GRASSES=1 SHRUB EQUIVALENT PER CODE SEC. NOTED BELOW)	TREES PROVIDED	SHRUBS PROVIDED TO MEET TREE EQUIV.	(10 SHRUBS=1 TREE EQUIVALENT PER CODE SEC. NOTED BELOW)	TOTAL TREES & TREE EQUIVALENTS PROVIDED	TOTAL SHRUBS & SHRUB EQUIVALENTS PROVIDED
FILING 2 TRACTS INCLUDED WITH THE PHASE 2 LANDSCAPE CD'S															
[1]A	OPEN SPACE/ DRAINAGE	118,290	2.716	118,290	2.716	78.9	394.3	395	7 = 2	(SHRUB EQUIVALENTS)	82	0 = 0	(TREE EQUIVALENTS)	82	397
FILING 3 TRACTS															
[2]A	OPEN SPACE/ DRAINAGE	33,348	0.766	24,633	0.565	16.4	82.1	92	0 = 0	(SHRUB EQUIVALENTS)	16	102 = 10	(TREE EQUIVALENTS)	26	92
B	PARK	79,645	1.828	79,645	1.828	53.1	265.5	241	78 = 26	(SHRUB EQUIVALENTS)	57	0 = 0	(TREE EQUIVALENTS)	57	267
[2]C	OPEN SPACE/ DRAINAGE	12,346	0.283	2,371	0.054	1.6	7.9	12	50 = 16	(SHRUB EQUIVALENTS)	3	0 = 0	(TREE EQUIVALENTS)	3	28
[3]D	OPEN SPACE	27,131	0.623	15,556	0.357	10.4	51.9	60	0 = 0	(SHRUB EQUIVALENTS)	12	0 = 0	(TREE EQUIVALENTS)	12	60
E	OPEN SPACE/ DRAINAGE	2,300	0.053	2,300	0.053	1.5	7.7	20	0 = 0	(SHRUB EQUIVALENTS)	6	0 = 0	(TREE EQUIVALENTS)	6	20
[3]F	OPEN SPACE/ DRAINAGE	3,328	0.076	453	0.010	0.3	1.5	3	0 = 0	(SHRUB EQUIVALENTS)	1	0 = 0	(TREE EQUIVALENTS)	1	3
[4]I	OPEN SPACE/ DRAINAGE	194,933	4.475	194,933	4.475	SEE NOTES		SEE NOTES						SEE NOTES	
[4]J	OPEN SPACE/ REGIONAL TRAIL	9,561	0.219	N/A	N/A	N/A	N/A		0 = 0	(SHRUB EQUIVALENTS)		0 = 0	(TREE EQUIVALENTS)	0	0
K	PARK/ REGIONAL TRAIL	32,454	0.745	32,454	0.745	21.6	108.2	104	31 = 10	(SHRUB EQUIVALENTS)	24	0 = 0	(TREE EQUIVALENTS)	24	114
[5]P	OPEN SPACE / REGIONAL TRAIL	18,834	0.432	N/A	N/A	N/A	N/A		0 = 0	(SHRUB EQUIVALENTS)		0 = 0	(TREE EQUIVALENTS)	0	0
[5]Q	OPEN SPACE / DRAINAGE	1,291	0.030	1,291	0.030	0.9	4.3	7	0 = 0	(SHRUB EQUIVALENTS)	0	30 = 3	(TREE EQUIVALENTS)	3	7
	FILING 3 TOTALS	**415,171**	**9.531**	**353,636**	**8.118**	**105.80**	**529.0**							**132**	**591**

NOTES:

(1.) PLANT REQUIREMENTS & QUANTITIES ARE DERIVED FROM STANDARDS STATED IN TOWN OF PARKER MUNICIPAL CODE; LANDSCAPE REGULATIONS SEC. 13.06.070 (L) (5) 'MINIMUM SITE LANDSCAPING STANDARDS'

[1] TRACT A (FIL 2) OPEN SPACE & DRAINAGE AREA EXLUDES 2.46 AC OF UNPLANTABLE DETENTION AREA. DETENTION POND WILL BE SEEDED WHERE DISTURBED.

[2] AREA FOR TRACTS A (FIL 3) & C SHOWN ABOVE EXCLUDES THE 35' CHAMBERS STREET BUFFER WHICH COVERS NEARLY THE ENTIRE TRACT. THAT BUFFER AREA IS ACCOUNTED FOR SEPARATELY IN THE ROADWAY BUFFER LANDSCAPE TABLE.

[3] AREAS FOR TRACTS D & F SHOWN ABOVE EXCLUDE THE 25' W. PARKER RD. BUFFER. THAT BUFFER IS ACCOUNTED FOR SEPARATELY IN THE ROADWAY BUFFER LANDSCAPE TABLE.

[4] TRACTS I CONTAIN THE NEWLIN GULCH DRAINAGE WAY & FLOODPLAIN. TREES & SHRUBS WILL NOT BE PLANTED IN THIS TRACT TO PREVENT IMPEDING DRAINAGE FLOWS.

[5] THE REGIONAL TRAIL & AMENITIES IN TRACT P SHALL BE CONSTRUCTED WITH FILING 3. HOWEVER LANDSCAPE WILL NOT BE REQUIRED WITH FILING 3 AND WILL BE COORDINATED IN CONJUCTION WITH THE FINAL PLAT/SITE PLAN FOR THE FUTURE COMMERCIAL DEVELOPMENT.

ROADWAY LANDSCAPE BUFFER TABLE

STREET & BUFFER	TRACT	LENGTH (LF.)	BUFFER AREA	TREES REQUIRED (1 TREE PER 30 LF.)	SHRUBS REQUIRED (5 SHRUBS PER 30 LF.)	TREES PROVIDED	SHRUBS PROVIDED
CHAMBERS (35' BUFFER)	A	249	8,715	8.3	41.5	9	49
	C	285	9,975	9.5	47.5	10	103
W. PARKER RD. (25'	D	463	11,575	15.4	77.2	16	83
	F	115	2,875	3.8	19.2	5	20
			TOTALS	**37**	**185.3**	**40**	**255.0**

TREE TYPES, QTY & % OF TOTAL PROVIDED			
EVERGREEN		*DECIDUOUS*	
7	*78%*	2	*22%*
10	*100%*	0	*0%*
12	*75%*	4	*25%*
5	*100%*	0	*0%*
34	***85%***	**6**	***15%***

NOTES:
(1.) PLANT REQUIREMENTS & QUANTITIES ARE DERIVED FROM STANDARDS STATED IN TOWN OF PARKER MINICIPAL CODE; LANDSCAPE REGULATIONS SEC. 13.06.070 (N) 'RESIDENTIAL ROADWAY BUFFER LANDSCAPING'
(2.)STRETCHES OF W. PARKER RD. & MAINSTREET ADJACENT TO THE NEWLIN GULCH DRAINAGE WAY & THE 100 YR. FLOODPLAIN HAVE BEEN EXCLUDED FROM TOTAL ROADWAY BUFFER REQUIREMENTS. THIS AREA IS NOT PLANTABLE DUE TO CULVERT INFRASTRUCTURE STORMWATER CONVEYANCE.
(3.)ROADWAY BUFFER AREAS ADJACENT TO TRACTS G & H (FUTURE COMMERCIAL TRACTS) & TRACT M (FUTURE TOWNHOMES) ARE EXCLUDED FROM THE TABLE ABOVE. THOSE BUFFER REQUIREMENTS WILL BE PROVIDED UNDER SEPARATE SUBMITTAL WITH DEVELOPMENT OF THOSE TRACTS.

RIGHT-OF-WAY STREET TREE TABLE

STREET	LENGTH (LF.)	# OF HOMES FRONTING LOCAL STREET (NOTE 2)	LENGTH OF ACTUAL TREE LAWN (NOTE 2)	TREES REQUIRED	TREES PROVIDED	SHRUBS PROVIDED (NOTE 1)	TREES & TREE EQUIV TOTAL PROVIDED
DEVELOPER							
W. PARKER RD. (NORTH SIDE & BRIDGE ONLY)	1,273	N/A	N/A	31.8	17	197	36
S. CHAMBERS RD. (EAST SIDE ONLY)	759	N/A	N/A	19.0	17	22	19
PRECIPICE

STREET TREE PLANT LIST

HOMEOWNER STREET TREE	QTY	COMMON NAME	BOTANICAL NAME
AE	3	AMERICAN ELM	ULMUS X `FRONTIER`
RAL	9	AMERICAN LINDEN	TILIA AMERICANA `LEGEND`
QBO	6	BUCKLEY OAK	QUERCUS BUCKLEYI
CO	6	COMMON HACKBERRY	CELTIS OCCIDENTALIS
EQM	9	EMERALD QUEEN MAPLE	ACER PLATANOIDES `EMERALD QUEEN`
GI	11	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS `IMPERIAL`
AS	11	MIYABEI MAPLE	ACER MIYABEI `STATE STREET`
UP	5	PROSPECTOR ELM	ULMUS WILSONIANA `PROSPECTOR`
TR	4	REDMOND AMERICAN LINDEN	TILIA AMERICANA `REDMOND`
GI2	11	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYLINE` TM

DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME
FMR	51	FIRE MEIDILAND ROSE	ROSA MEIDILAND SERIES `FIRE`
TPO	54	TANGERINE POTENTILLA	POTENTILLA FRUTICOSA 'TANGERINE'

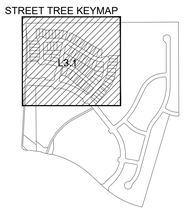
EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME
JUB	27	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS `BLUE CHIP`
EC	30	PURPLE-LEAF WINTER CREEPER	EUONYMUS FORTUNEI `COLORATA`

DEVELOPER STREET TREE	QTY	COMMON NAME	BOTANICAL NAME
AA	5	AUTUMN BLAZE MAPLE	ACER FREEMANII `AUTUMN BLAZE`
GK2	6	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA
QR	11	RED OAK	QUERCUS RUBRA
SNM	16	SCHWEDLER NORWAY MAPLE	ACER PLATANOIDES `SCHWEDLERI`

STREET TREE NOTES

1. ALL STREET TREES SHALL BE MIN. 2" CAL., B&B
2. HOMEOWNER STREET TREE AND SHRUB LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE PENDING DRIVEWAY LOCATIONS
3. NO STREET TREES ARE ALLOWED WITHIN SITE TRIANGLES OR SIGHT DISTANCE AREAS.
4. NO TREES MAY BE PLANTED WITH 10' OF STORM, SANITARY OR WATER MAINLINES.
5. NO TREES MAY BE PLANTED WITHIN 6' OF SANITARY OR WATER SERVICE LINES.
6. DEVELOPER INSTALLED STREET TREES WILL BE INSTALLED IN ASSOCIATION WITH CIVIL CONSTRUCTION ACTIVITIES.
7. HOMEOWNER INSTALLED STREET TREES AND/OR SHRUBS WILL BE INSTALLED AS PART OF THE FRONT YARD IMPROVEMENTS ASSOCIATED WITH HOME CONSTRUCTION FOR EACH LOT ON AN INDIVIDUAL BASIS.

STREET TREE KEYMAP



NORTH SCALE: 1"=60'-0"

	Date
	Appr.
	Init.
	Date
	Revisions
	No.

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ENGLEWOOD, CO 80112
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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
MASTER STREET TREE PLAN

SCALE: AS SHOWN
FILE NO.
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023
SHEET NUMBER L3.1

PLANT & GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
EM	EMERALD QUEEN MAPLE
FM	FREEMAN MAPLE
IHL	IMPERIAL HONEYLOCUST
CS	NORTHERN CATALPA
NPO	NORTHERN PIN OAK
NOM	NORWAY MAPLE
NM	SCHWEDLER NORWAY MAPLE
QB2	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
AP-6FT	AUSTRIAN BLACK PINE
JB-6FT	BLUE POINT JUNIPER
BOP-6FT	BOSNIAN PINE
PB-6FT	BRISTLECONE PINE
GGJ-6FT	GRAY GLEAM JUNIPER
LP-6FT	LIMBER PINE
MGJ-6FT	MOONGLOW JUNIPER
PP-6FT	PINON PINE
SP-6FT	SOUTHWESTERN WHITE PINE
JO-6FT	UTAH JUNIPER
PF-6FT	VANDERWOLF`S PYRAMID PINE
JWB-6FT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
PA2	AUTUMN BLAZE PEAR
CRC	CANADA RED CHOKECHERRY
ACM	COMPACT AMUR MAPLE-MULT-STEM
BTM	LITTLE VALLEY BIGTOOTH MAPLE
RMM	ROCKY MOUNTAIN MAPLE
AT	TATARIAN MAPLE

ORNAMENTAL GRASSES	COMMON NAME
PMG	AUTUMN RED FLAME GRASS
BB	BLONDE AMBITION BLUE GRAMA
PH	BLUE SWITCH GRASS
DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
MM	MORNING LIGHT SILVER GRASS
PV	SWITCH GRASS

DECIDUOUS SHRUBS	COMMON NAME
AG	`AUTUMN BRILLIANCE` SERVICEBERRY
RA	ALPINE CURRANT
SA	ANTHONY WATERER SPIRAEA
RAA	AUTUMN AMBER SUMAC
VBW	BURKWOOD VIBURNUM
PC2	CENTER GLOW NINEBARK
BSP	COMMON BLUEBEARD SPIREA
SV	COMMON LILAC
SA2	COMMON WHITE SNOWBERRY
EC2	COMPACT BURNING BUSH
POD	DART`S GOLD NINEBARK
MN	DIABLO NINEBARK
SM	DWARF KOREAN LILAC
FMR	FIRE MEIDILAND ROSE
VF	FRAGRANT SNOWBALL VIBURNUM
GC	GOLDEN CURRANT
GVP	GOLDEN VICARY PRIVET
GFS	GOLDFLAME SPIREA
RG	GRO-LOW FRAGRANT SUMAC
PJ	JACKMAN`S POTENTILLA
KSV	KOREAN SPICE VIBURNUM
LDNB	LITTLE DEVIL NINEBARK
VL	MOHICAN WAYFARING TREE
PPB	PAWNEE BUTTES SAND CHERRY
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SN	SNOWMOUND SPIREA
TLS	THREE-LEAF SUMAC
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EE	BLUESTEM JOINT FIR
BRJ	BROADMOOR JUNIPER
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SEED	COMMON NAME
	NON-IRRIG NATIVE SEED MIX
	TEMP-IRRIG NATIVE SEED MIX

SOD	COMMON NAME
	HOMEOWNER TREE LAWN SOD
	IRRIGATED TURF, `ENVIROTURF`

MULCH	COMMON NAME
	FIBAR
	HOMEOWNER ROCK MULCH
	ROCK MULCH

SURFACE	COMMON NAME
	CRUSHER FINES,

KEYMAP

0 30' 60' 120'
NORTH SCALE: 1"=60'-0"

MATCHLINE RE: SHEET L3.3

MATCHLINE RE: SHEET L3.5

	Date
	Appr.
	Init.
	Date
	Revisions
	No.

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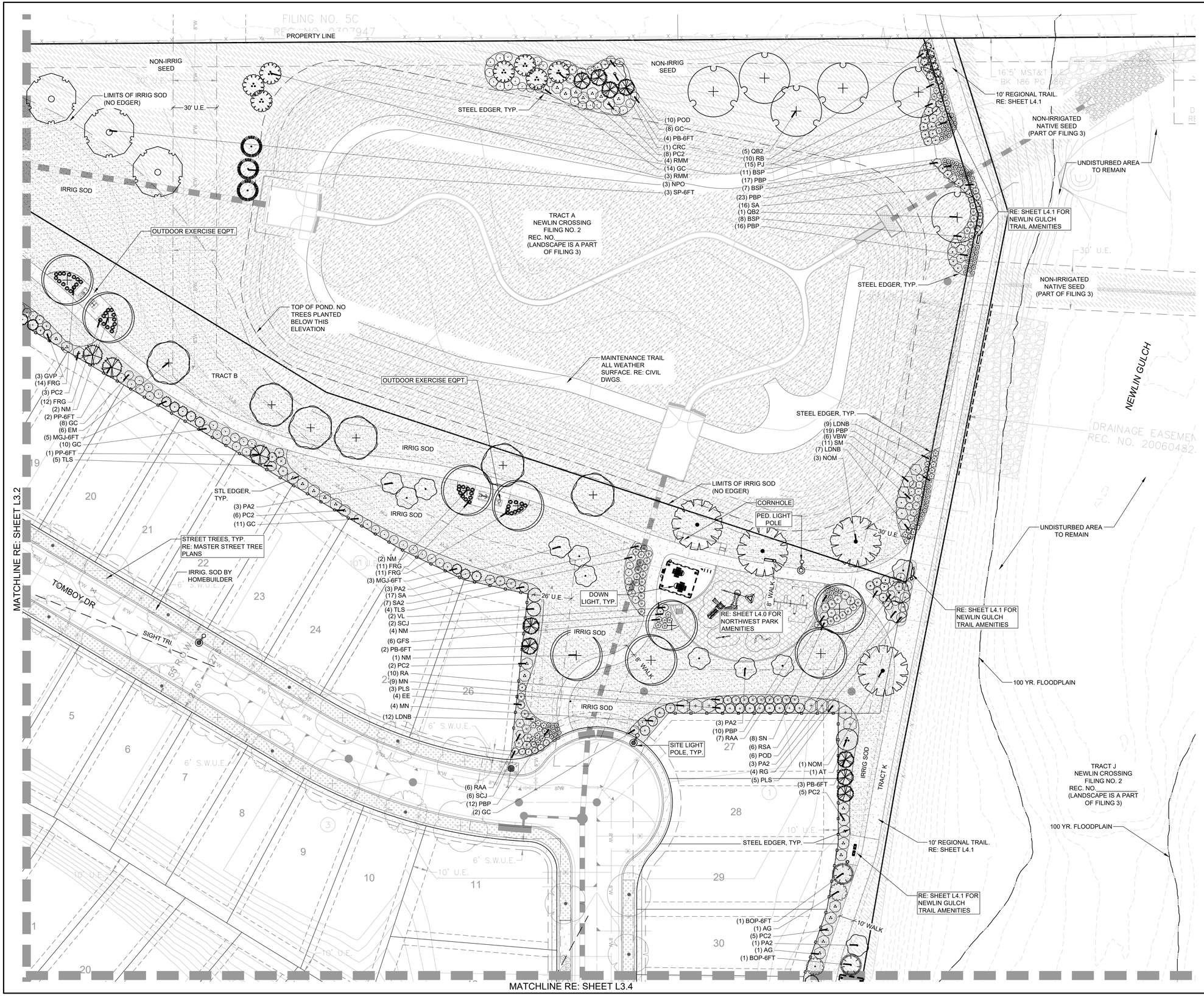
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

DRAWN BY:	PCS GROUP	SCALE:	AS SHOWN
CHECKED BY:	PCS GROUP	FILE NO.	
DATE:	JULY 2023		

SHEET NUMBER L3.2



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	IRRIGATED TURF, `ENVIROTURF`

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	FIBAR
	HOMEOWNER ROCK MULCH
	ROCK MULCH

SURFACE	COMMON NAME
	CRUSHER FINES,

KEYMAP

NORTH

0 30' 60' 120'

SCALE: 1"=60'-0"

No.	Revisions	Date
		Init.
		Appr.
		Date

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

SCALE: AS SHOWN
FILE NO.
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L3.3

MATCHLINE RE: SHEET L3.3

MATCHLINE RE: SHEET L3.5

MATCHLINE RE: SHEET L3.7

SITE LIGHT POLE, TYP.

IRRIG. SOD BY HOMEBUILDER

STREET TREES, TYP. RE: MASTER STREET TREE PLANS

PRECIPICE DR

6' S.W.U.E.

10' U.E.

200' SIGHT DIST.

SIGHT TRI.

DUE TO SIGHT TRI, SUBSTITUTE SHRUBS & ROCK MULCH BY HOMEBUILDER RE: MASTER STREET TREE PLAN

(3) PF-6FT
(2) PA2
(3) AG
(7) MN

(2) PA2

(3) JB-6FT
(2) POD
(1) BOP-6FT
(1) AG
(2) PC2

(9) PH
(6) GFS

IRRIG SOD

RE: SHEET L4.1 FOR NEWLIN GULCH TRAIL AMENITIES

10' REGIONAL TRAIL. RE: SHEET L4.1

DRAINAGE EASEMENT REC. NO. 2006048259

UNDISTURBED AREA TO REMAIN

NEWLIN GULCH

NON-IRRIGATED NATIVE SEED (PART OF FILING 3)

TRACT K

TRACT J
NEWLIN CROSSING
FILING NO. 2
REC. NO._____
(LANDSCAPE IS A PART OF FILING 3)

TOMBOY DR

50' R.O.W.

(6) POD
(1) WSC
(1) PF-6FT
(5) WSC
(5) POD
(3) PP-6FT
(3) PF-6FT

DUE TO SIGHT TRI, SUBSTITUTE SHRUBS & ROCK MULCH BY HOMEBUILDER RE: MASTER STREET TREE PLAN

(5) POD
(2) PF-6FT
(2) TLS
(3) JH

(3) RAA
(5) BB

TRACT D

25' LANDSCAPE BUFFER

(20) GVP
(6) MGJ-6FT
(9) PH
(5) RB
(2) FM
(7) BUJ
(6) BUJ
(5) RB
(4) JO-6FT
(3) PC2
(4) PLS

TRACT E

8' WALK

10' WALK

(3) RB
(8) GFS
(5) BUJ
(1) LP-6FT
(2) RB
(7) LDNB
(4) PB-6FT
(3) RB
(8) LDNB
(1) LP-6FT
(3) BUJ
(13) PV

100 YR. FLOODPLAIN

HANDRAIL RE: DETAIL 10 / SHEET L5.2

UNDISTURBED AREA TO REMAIN

250' SIGHT DIST. TRIANGLE

STREET TREES, TYP. RE: MASTER STREET TREE PLANS

IRRIG. SOD BY DEVELOPER

STEEL EDGER, TYP.

TRACT F

TRAIL ESMT.

NON-IRRIGATED NATIVE SEED (PART OF FILING 3)

SITE LIGHT POLE, TYP.

5' WALK

TRACT H (FUTURE COMMERCIAL)

RE: SHEET L4.1 FOR NEWLIN GULCH TRAIL AMENITIES

THE REGIONAL TRAIL & AMENITIES SHALL BE INCLUDED WITH FILING 3. THE LANDSCAPE DESIGN WILL BE IN CONJUCTION WITH THE FINAL PLAT/SITE PLAN FOR THE FUTURE COMMERCIAL.

RE: SHEET L4.2 FOR NEWLIN GULCH TRAIL AMENITIES

W. PARKER RD

(11) POD
(10) RSA
(9) RSA
(9) RB
(13) BSP

(4) RSA
(12) POD

TRACT P

TRACT Q

10' REGIONAL TRAIL. RE: SHEET L4.2

HANDRAIL RE: DETAIL 10 / SHEET L5.2

CULVERT CROSSING RE: CIVIL DWG'S

250' SIGHT DIST.

KEYMAP

NORTH

0 10' 20' 30' 60'

SCALE: 1"=30'-0"

PLANT & GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
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FM	FREEMAN MAPLE
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	TEMP-IRRIG NATIVE SEED MIX

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MULCH	COMMON NAME
	FIBAR
	HOMEOWNER ROCK MULCH
	ROCK MULCH

SURFACE	COMMON NAME
	CRUSHER FINES,

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

SCALE:	AS SHOWN	FILE NO:
DRAWN BY:	PCS GROUP	
CHECKED BY:	PCS GROUP	
DATE:	JULY 2023	

SHEET NUMBER L3.4

MATCHLINE, RE: SHEET L3.2

STREET TREES, TYP.
RE: MASTER STREET TREE PLANS

TRACT G
(FUTURE
COMMERCIAL)

NON-IRRIGATED
NATIVE SEED

207' SOD LIMITS TO INTERSECTION

IRRIG SOD

10' WALK

SIGHT TRI.

(3) RAA
(6) RG
(10) PBP

(6) PBP
(3) RG

(3) RG

(5) RG

IRRIG SOD

50'

W. PARKER RD.

250' SIGHT DIST.

(12) PBP
(6) RAA
(5) BB
(3) RG

5' WALK

SIGHT TRI.

(8) PBP
(4) RAA

(6) PBP
(3) RG
(6) RAA
(7) BB

SIGHT TRI.

JAGGED ST

50'

(1) VL
(4) SV
(6) RG
(16) PBP
(9) RAA
(16) RW
(4) PPB
(7) RB

STREET TREES, TYP.
RE: MASTER STREET TREE PLANS

IRRIG. SOD BY
HOMEBUILDER

200' SIGHT DIST.

(5) AG
(4) NM
(8) PLS
(3) AP-6FT
(2) BSP
(5) PB-6FT
(4) PC2

STEEL EDGER, TYP.

(2) BSP
(2) AG

TEMP-IRRIG
NATIVE
SEED

IRRIG SOD

TRACT D

25' LANDSCAPE BUFFER

(8) POD

(13) BB
(8) MM
(4) RAA
(3) JWB-6FT
(4) RSA
(9) FMR
(6) PBP
(6) SCJ
(13) BB
(3) MM

SITE LIGHT
POLE, TYP.

(14) PV
(6) RSA
(3) PLS
(14) RB

STREET TREES, TYP.
RE: MASTER STREET TREE PLANS

(1) CS
(5) PLS
(6) RSA
(14) PV

(2) AG
(5) RSA
(3) PB-6FT

NATIVE SEED

NON-IRRIGATED
NATIVE SEED
(PART OF FILING 3)

5' WALK

SIGHT TRI.

NON-IRRIGATED
NATIVE SEED
(PART OF FILING 3)

MATCHLINE, RE: SHEET L3.4

15' R.O.W.

15' PSCO U.E.
BK 2354 PG 2030

15' U.E.

TRACT H
(FUTURE
COMMERCIAL)

FUTURE
COMMERCIAL
(NOT A PART)

CHAMBERS & MAINSTREET RIGHT OF WAY LANDSCAPE DESIGN ALONG FUTURE COMMERCIAL TRACTS TO BE PROVIDED IN CONJUNCTION WITH FINAL PLAT/SITE PLAN FOR THIS AREA

MATCHLINE, RE: SHEET L3.6

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PP-6FT	PINON PINE
SP-6FT	SOUTHWESTERN WHITE PINE
JO-6FT	UTAH JUNIPER
PF-6FT	VANDERWOLF`S PYRAMID PINE
JWB-6FT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
PA2	AUTUMN BLAZE PEAR
CRC	CANADA RED CHOKECHERRY
ACM	COMPACT AMUR MAPLE-MULT-STEM
BTM	LITTLE VALLEY BIGTOOTH MAPLE
RMM	ROCKY MOUNTAIN MAPLE
AT	TATARIAN MAPLE

ORNAMENTAL GRASSES	COMMON NAME
PMG	AUTUMN RED FLAME GRASS
BB	BLONDE AMBITION BLUE GRAMA
PH	BLUE SWITCH GRASS
DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
MM	MORNING LIGHT SILVER GRASS
PV	SWITCH GRASS

DECIDUOUS SHRUBS	COMMON NAME
AG	`AUTUMN BRILLIANCE` SERVICEBERRY
RA	ALPINE CURRANT
SA	ANTHONY WATERER SPIRAEA
RAA	AUTUMN AMBER SUMAC
VBW	BURKWOOD VIBURNUM
PC2	CENTER GLOW NINEBARK
BSP	COMMON BLUEBEARD SPIREA
SV	COMMON LILAC
SA2	COMMON WHITE SNOWBERRY
EC2	COMPACT BURNING BUSH
POD	DART`S GOLD NINEBARK
MN	DIABLO NINEBARK
SM	DWARF KOREAN LILAC
FMR	FIRE MEIDILAND ROSE
VF	FRAGRANT SNOWBALL VIBURNUM
GC	GOLDEN CURRANT
GVP	GOLDEN VICARY PRIVET
GFS	GOLDFLAME SPIREA
RG	GRO-LOW FRAGRANT SUMAC
PJ	JACKMAN`S POTENTILLA
KSV	KOREAN SPICE VIBURNUM
LDNB	LITTLE DEVIL NINEBARK
VL	MOHICAN WAYFARING TREE
PPB	PAWNEE BUTTES SAND CHERRY
PBP	PINK BEAUTY POTENTILLA
PLS	PURPLE LEAF SAND CHERRY
RB	RABBITBRUSH
RSA	RUSSIAN SAGE
AMA	SERVICEBERRY
SN	SNOWMOUND SPIREA
TLS	THREE-LEAF SUMAC
WSC	WESTERN SAND CHERRY
RW	WHITE MEIDILAND ROSE

EVERGREEN SHRUBS	COMMON NAME
EE	BLUESTEM JOINT FIR
BRJ	BROADMOOR JUNIPER
BUJ	BUFFALO JUNIPER
JH	HUGHES JUNIPER
SCJ	SCANDIA JUNIPER

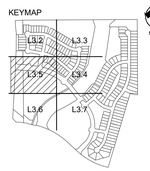
SEED	COMMON NAME
	NON-IRRIG NATIVE SEED MIX
	TEMP-IRRIG NATIVE SEED MIX

SOD	COMMON NAME
	HOMEOWNER TREE LAWN SOD
	IRRIGATED TURF, `ENVIROTURF`

MULCH	COMMON NAME
	FIBAR
	HOMEOWNER ROCK MULCH
	ROCK MULCH

SURFACE	COMMON NAME
	CRUSHER FINES,

KEYMAP



NORTH

0 10' 20' 30' 60'

SCALE: 1"=30'-0"

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ENGLEWOOD, CO 80112
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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L3.5

MATCHLINE RE: SHEET L3.5

15' PSCO U.E.
BK 2354 PG 2030

15' R.O.W.

15' U.E.

FUTURE COMMERCIAL (NOT A PART)

TRACT H
(FUTURE COMMERCIAL)

10' REGIONAL TRAIL.
RE: SHEET L4.2

THE REGIONAL TRAIL & AMENITIES SHALL BE INCLUDED WITH FILING 3. THE LANDSCAPE DESIGN WILL BE IN CONJUCTION WITH THE FINAL PLAT/SITE PLAN FOR THE FUTURE COMMERCIAL.

100 YR. FLOODPLAIN

TRACT I

NEWLIN GULCH

TRACT P

100 YR. FLOODPLAIN

CHAMBERS & MAINSTREET RIGHT OF WAY LANDSCAPE DESIGN ALONG FUTURE COMMERCIAL TRACTS TO BE PROVIDED IN CONJUNCTION WITH FINAL PLAT/SITE PLAN FOR THIS AREA

DRAINAGE EASEMENT
REC. NO. 200604825

NON-IRRIGATED NATIVE SEED

NON-IRRIGATED NATIVE SEED

15' U.E.
REC. NO. 2019075199

CHAMBERS & MAINSTREET RIGHT OF WAY LANDSCAPE DESIGN ALONG FUTURE COMMERCIAL TRACTS TO BE PROVIDED IN CONJUNCTION WITH FINAL PLAT/SITE PLAN FOR THIS AREA

RE: SHEET L4.2 FOR NEWLIN GULCH TRAIL AMENITIES

TRACT J

100 YR. FLOODPLAIN

15' U.E.
REC. NO. 2019075199

NEWLIN CROSSING FILING NO. 4 (FUTURE TOWNHOMES)

E. MAINSTREET

E. MAINSTREET
RIGHT OF

MATCHLINE RE: SHEET L3.7

PLANT & GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
EM	EMERALD QUEEN MAPLE
FM	FREEMAN MAPLE
IHL	IMPERIAL HONEYLOCUST
CS	NORTHERN CATALPA
NPO	NORTHERN PIN OAK
NOM	NORWAY MAPLE
NM	SCHWEDLER NORWAY MAPLE
QB2	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
AP-6FT	AUSTRIAN BLACK PINE
JB-6FT	BLUE POINT JUNIPER
BOP-6FT	BOSNIAN PINE
PB-6FT	BRISTLECONE PINE
GGJ-6FT	GRAY GLEAM JUNIPER
LP-6FT	LIMBER PINE
MGJ-6FT	MOONGLOW JUNIPER
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SCALE: 1"=30'-0"

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 3
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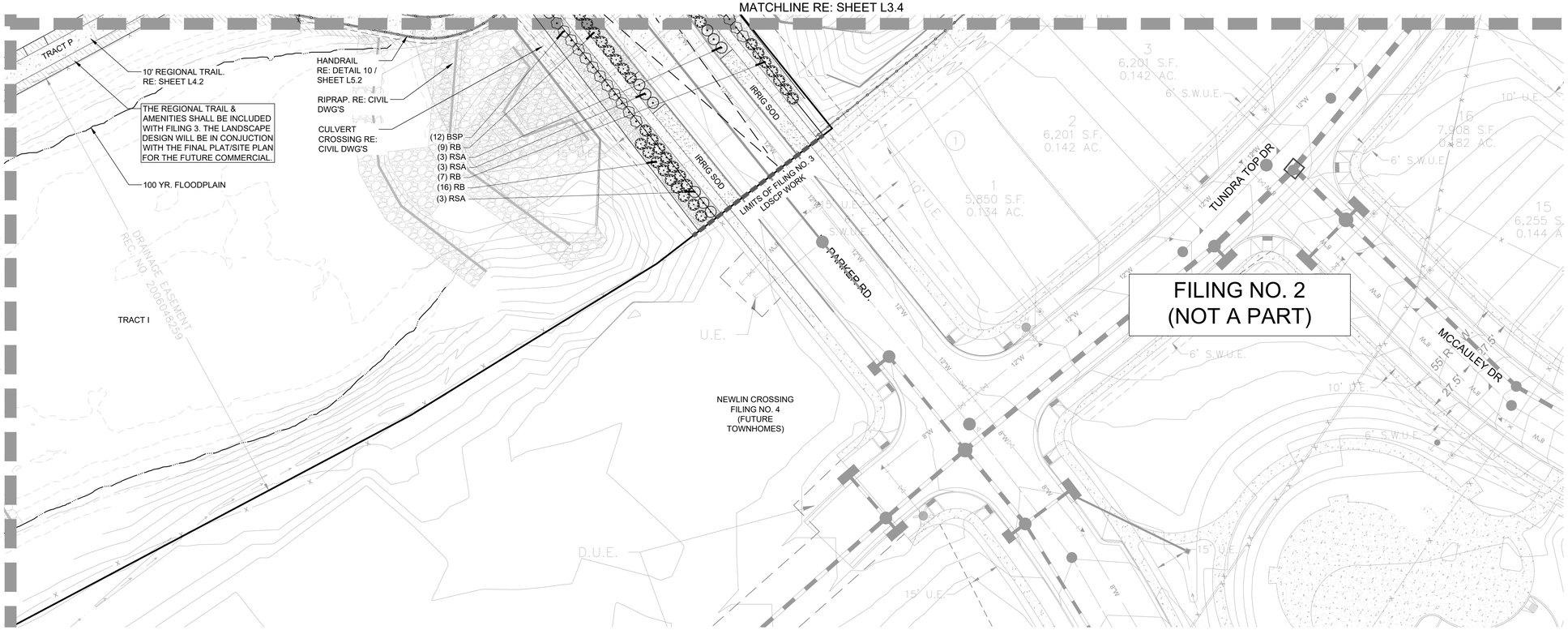
SHEET NUMBER L3.6



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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023
SHEET NUMBER L3.7

NORTHWEST PARK SITE & AMENITY PLAN

NORTHWEST (1.828 AC., HOA) PARK AMENITY & EQUIPMENT SCHEDULE			
CALLOUT	ITEM	SHEET NO./DETAIL NO.	TRACT QTY
1	TRASH RECEPTACLE	L5.0-DTL 7	4
2	6' BENCH	L5.0-DTL 9	1
3	BIKE RACK	L5.0-DTL 12	3, 6 SPACES
4	PET STATION	L5.0-DTL 17	4
5	CLIMBER-5-12 YR - NORTHWEST PARK	L5.1-DTL 1	1
6	CLIMBING WALL	L5.1-DTL 2	1
7	4 - 4-SEAT ROCKER - NORTHWEST PARK	L5.1-DTL 4	1
8	4-BAY ARCH SWING SET	L5.1-DTL 3	1
9	PARK - TRAIL SIGN	L5.0-DTL 13	1
10	GAMING PICNIC TABLE	L5.0-DTL 8	2
11	16' X 20' SHELTER	L5.0-DTL 10	1
12	COAL BIN	L5.0-DTL 10	1
13	GRILL	L5.0-DTL 11	1
14	LEG EXTENSION-NORTHWEST PARK	L5.1-DTL 8	3
15	BACK-ARMS COMBO-NORTHWEST PARK	L5.1-DTL 7	1
16	FULL PULL UP BAR-NORTHWEST PARK	L5.1-DTL 9	1
17	ROWER-NORTHWEST PARK	L5.1-DTL 6	1
18	RECUMBENT BIKE-NORTHWEST PARK	L5.1-DTL 5	1
19	SEATED BUTTERFLY PRESS	L5.1-DTL 5	1
20	CORNHOLE	L5.1-DTL 15	1

Table of Options for Additional Amenities

Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked "C" indicates that the amenity is compatible with that type of park or open space.
2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A: Options for Parks and Open Space Amenities

Category 1 – Gathering Spaces & Self-directed Group Activities

Neighborhood-Serving Park

Pick 1

		NORTHWEST PARK 1.828 AC.	
Gardens			
Arboreta/decorative garden, irrigated	MC		
Community garden/raised garden, irrigated	MC		
Gathering and Social Space			
Amphitheater			
Festival/event space			
Outdoor nature classroom			
Outdoor performance space/stage	MC		
Programmable space (indoor or outdoor)	C		
Seating and tables	See 13.07.140(c)(10)a	*	
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.ii	*	
Shelter, medium (11-30 users)	C		
Shelter, large (31-100 users)			
Shelter, pavilion (more than 100 users)			
Interpretive and Placemaking			
Interactive, functional, or visual art	C		
Interpretive signage or elements	C		
Site design theme	C		
Outdoor Specialized			
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	✓	
Bike park, skills area, or pump track	MC		
Climbing spire or wall			
Disc golf course	MC		
Dog off-leash area (fenced)	C		
Horseshoe pit	C		
Skate park			

Category 2 – Active Uses

Neighborhood-Serving Park

Pick 2, but only 1 may be from Paths, Trails

		NORTHWEST PARK 1.828 AC.	
Paths, Trails, and Trailheads			
Greenway connection or trailhead	C		
Hard-surfaced multi-use trail	C	✓	
Internal access pathway	See 13.07.140(c)(10)a	*	
Loop path (with mileage markers)	C		
Soft-surface jogging/hiking trail	MC		
Soft-surface equestrian or bike trail			
Play Space and Equipment			
Climbing structure or boulders	C	✓+	
Nature play features	C		
Open turf play area	See 13.07.140(c)(10)a	*	
Playground, small-scale	C	✓	
Play area, large destination-scale	--		
Thematic play features	C		
Universal and inclusive play elements	See 13.07.140(c)(10)a	*(2)	
Zip line	--		
Sports and Fitness			
Artificial turf field, multi-purpose	--		
Ball field (baseball, softball, or multi- use)	C		
Field with lighting	--		
Outdoor fitness equipment	C	✓+	
Specialty sport field or stadium	--		
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C		
Tournament sports court or multi-court complex	--		

Category 3 – Support Amenities

Neighborhood-Serving Park

Pick 1 per acre

		NORTHWEST PARK 1.828 AC.	
Support Amenities			
Barbecues, single or dual with ash disposal	C	✓	
Bike rack and repair station	C	✓	
Dog waste station	See 13.07.140(c)(10)a	*	
Drinking fountain	C		
Parking, off-street	MC		
Parking, on street	C		
Restroom, portable (screened)	MC		
Restroom, permanent (full or vault)	C		
Signage (identification)	See 13.07.140(c)(10)a	*	
Trash receptacles	See 13.07.140(c)(10)a	*	

Category 4 – Specialized Facilities

Neighborhood-Serving Park

Optional

		NORTHWEST PARK 1.828 AC.	
Aquatics and Water Access			
Splash pad or water play feature	C		
Swimming pool	C		
Indoor Facilities			
Activity building/clubhouse	C		
Environmental education center	--		
Recreation center or fieldhouse	--		

Neighborhood-Serving Park

Required Amenities for All Parks

	NORTHWEST PARK 1.828 AC.	
1. Landscaping shall be provided for all impervious areas not used for other amenities	*	
2. Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.	*	
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	*	
4. Open turf play areas shall be provided.	*(3)	
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	*	
6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of (3) per park.	*(1)	
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.	*(1)	
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	*	

NOTES:

* INDICATES REQUIRED PARK AMENITY IS PROVIDED

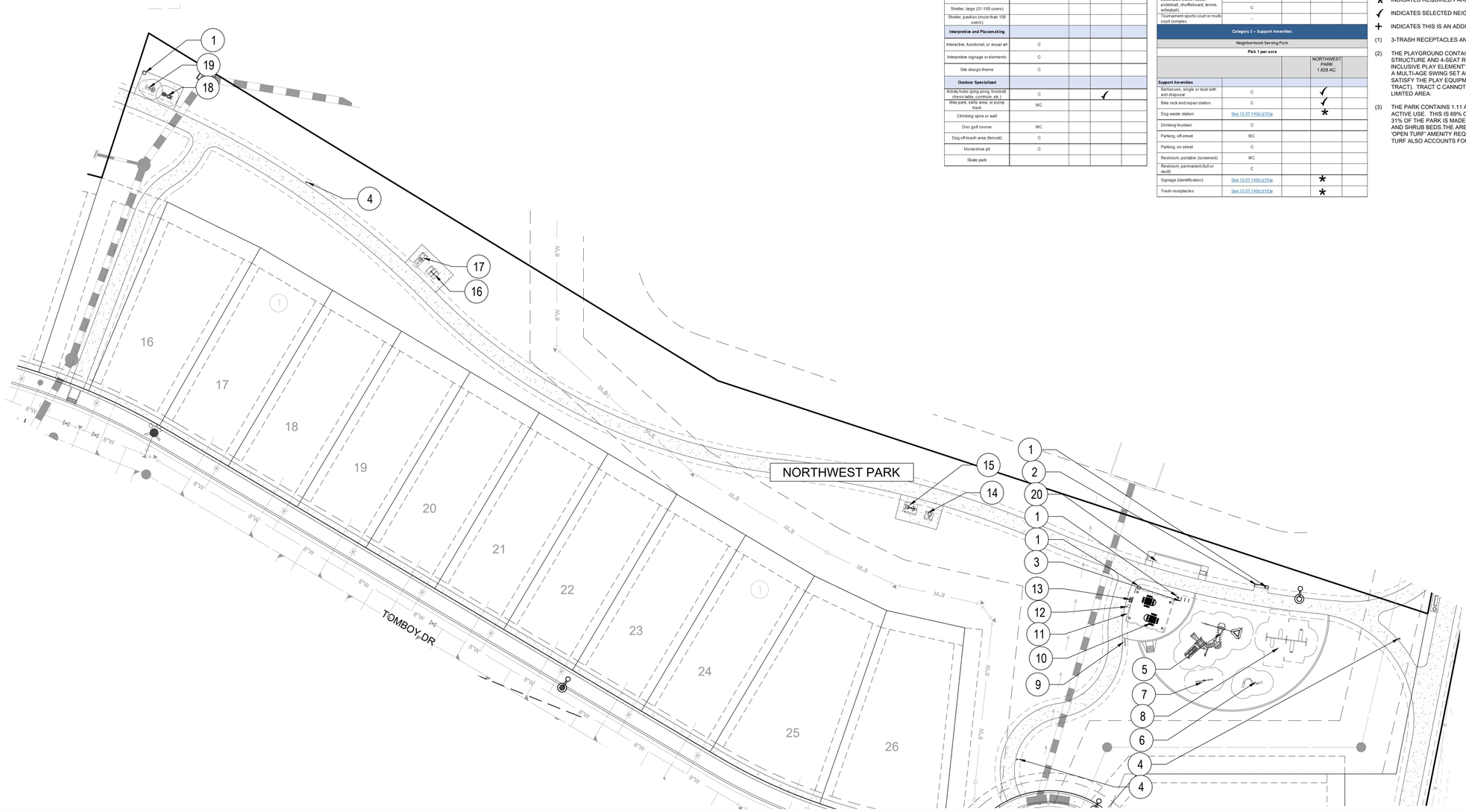
✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY

\+ INDICATES THIS IS AN ADDITIONAL PARK AMENITY

(1) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED.

(2) THE PLAYGROUND CONTAINS A LARGE, ACCESSIBLE CLIMBING STRUCTURE AND 4-SEAT ROCKER TO SATISFY 'UNIVERSAL AND INCLUSIVE PLAY ELEMENT' REQUIREMENT FOR THIS PARK. IN ADDITION, A MULTI-AGE SWING SET AND CLIMBING WALL ARE ALSO PROVIDED TO SATISFY THE PLAY EQUIPMENT REQUIREMENT FOR TRACT C (TRAIL TRACT). TRACT C CANNOT ACCOMMODATE PLAY EQUIPMENT DUE TO ITS LIMITED AREA.

(3) THE PARK CONTAINS 1.11 AC. OF IRRIGATED OPEN TURF LAWN FOR ACTIVE USE. THIS IS 69% OF THE TOTAL PARK AREA. THE REMAINING 31% OF THE PARK IS MADE UP OF A PLAYGROUND AREA, SHELTER, PATHS AND SHRUB BEDS.THE AREA OF OPEN TURF SATISFIES THE REQUIRED 'OPEN TURF' AMENITY REQUIREMENT FOR THIS PARK. THE SIZE OF THIS TURF ALSO ACCOUNTS FOR TRACT C OPEN TURF DEFICIENCY.



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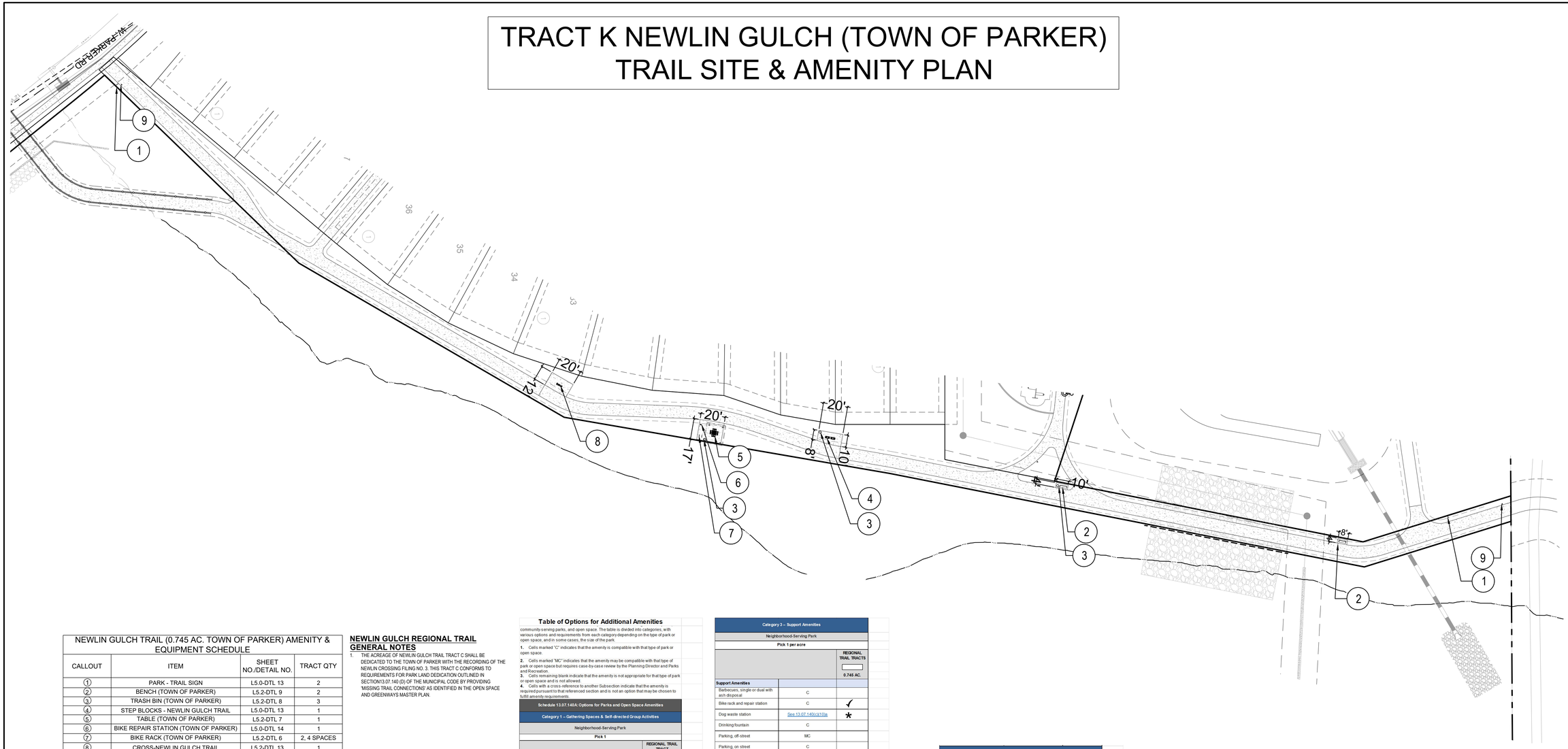
SHEET NUMBER L4.0

TRACT K NEWLIN GULCH (TOWN OF PARKER)
TRAIL SITE & AMENITY PLAN



NEWLIN GULCH TRAIL (0.745 AC. TOWN OF PARKER) AMENITY & EQUIPMENT SCHEDULE			
CALLOUT	ITEM	SHEET NO./DETAIL NO.	TRACT QTY
①	PARK - TRAIL SIGN	L5.0-DTL 13	2
②	BENCH (TOWN OF PARKER)	L5.2-DTL 9	2
③	TRASH BIN (TOWN OF PARKER)	L5.2-DTL 8	3
④	STEP BLOCKS - NEWLIN GULCH TRAIL	L5.0-DTL 13	1
⑤	TABLE (TOWN OF PARKER)	L5.2-DTL 7	1
⑥	BIKE REPAIR STATION (TOWN OF PARKER)	L5.0-DTL 14	1
⑦	BIKE RACK (TOWN OF PARKER)	L5.2-DTL 6	2, 4 SPACES
⑧	CROSS-NEWLIN GULCH TRAIL	L5.2-DTL 13	1
⑨	PET STATION	L5.0-DTL 17	3

NEWLIN GULCH REGIONAL TRAIL GENERAL NOTES

1. THE ACREAGE OF NEWLIN GULCH TRAIL TRACT C SHALL BE DEDICATED TO THE TOWN OF PARKER WITH THE RECORDING OF THE NEWLIN CROSSING FILING NO. 3. THIS TRACT C CONFORMS TO REQUIREMENTS FOR PARK LAND DEDICATION OUTLINED IN SECTION13.07.140 (D) OF THE MUNICIPAL CODE BY PROVIDING 'MISSING TRAIL CONNECTIONS' AS IDENTIFIED IN THE OPEN SPACE AND GREENWAYS MASTER PLAN.

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2. Cells marked "MC" indicates that the amenity may be compatible with that type of park or open space but requires case-by-case review by the Planning Director and Parks and Recreation.
3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.
4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A Options for Parks and Open Space Amenities

Category 1 – Gathering Spaces & Self-directed Group Activities		
Neighborhood-Serving Park		
Pick 1		
		REGIONAL TRAIL TRACT ☐ 0.745 AC.
Gardens		
Arboreta/decorative garden, irrigated	MC	
Community garden/raised garden, irrigated	MC	
Gathering and Social Space		
Amphitheater		
Festival/event space		
Outdoor nature classroom		
Outdoor performance space/stage	MC	
Programmable space (indoor or outdoor)	C	
Seating and tables	See 13.07.140(c)(10)a	✱
Shelter, small (5-10 users)	See 13.07.140(c)(10)a.ii	✱
Shelter, medium (11-30 users)	C	
Shelter, large (31-100 users)		
Shelter, pavilion (more than 100 users)		
Interpretive and Placemaking		
Interactive, functional, or visual art	C	
Interpretive signage or elements	C	
Site design theme	C	
Outdoor Specialized		
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	✓ (3)
Bike park, skills area, or pump track	MC	
Climbing spire or wall		
Disc golf course	MC	
Dog off-leash area (fenced)	C	
Horseshoe pit	C	
Skate park		

Category 3 – Support Amenities		
Neighborhood-Serving Park		
Pick 1 per acre		
		REGIONAL TRAIL TRACTS ☐ 0.745 AC.
Support Amenities		
Barbecues, single or dual with ash disposal	C	
Bike rack and repair station	C	✓
Dog waste station	See 13.07.140(c)(10)a	✱
Drinking fountain	C	
Parking, off-street	MC	
Parking, on street	C	
Restroom, portable (screened)	MC	
Restroom, permanent (full or vault)	C	
Signage (identification)	See 13.07.140(c)(10)a	✱
Trash receptacles	See 13.07.140(c)(10)a	✱

Category 4 – Specialized Facilities		
Neighborhood-Serving Park		
Optional		
		REGIONAL TRAIL TRACTS ☐ 0.745 AC.
Aquatics and Water Access		
Splash pad or water play feature	C	
Swimming pool	C	
Indoor Facilities		
Activity building/clubhouse	C	
Environmental education center	--	
Recreation center or fieldhouse	--	

Neighborhood-Serving Park				
Required Amenities for All Parks				
1. Landscaping shall be provided for all impervious areas not used for other amenities	✱			
2 Tables and seating shall be provided, such as benches, chairs, picnic tables and ADA seating.	✱			
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	✱			
4. Open turf play areas shall be provided.	(1)			
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities	(2)			
6. Dog waste stations shall be proved at all pedestrian access points into the park, with a minimum of (3) per park.	✱ (4)			
7. Trash receptacles shall be provided at all seating areas with a minimum of (3) per park.	✱ (4)			
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	✱			

Category 2 – Active Uses		
Neighborhood-Serving Park		
Pick 2, but only 1 may be from Paths, Trails		
		REGIONAL TRAIL TRACTS ☐ 0.745 AC.
Paths, Trails, and Trailheads		
Greenway connection or trailhead	C	
Hard-surfaced multi-use trail	C	✓
Internal access pathway	See 13.07.140(c)(10)a	✱
Loop path (with mileage markers)	C	
Soft-surface jogging/hiking trail	MC	
Soft-surface equestrian or bike trail		
Play Space and Equipment		
Climbing structure or boulders	C	
Nature play features	C	
Open turf play area	See 13.07.140(c)(10)a	(1)
Playground, small-scale	C	
Play area, large destination-scale	--	
Thematic play features	C	
Universal and inclusive play elements	See 13.07.140(c)(10)a	(2)
Zip line	--	
Sports and Fitness		
Artificial turf field, multi-purpose	--	
Ball field (baseball, softball, or multi- use)	C	
Field with lighting	--	
Outdoor fitness equipment	C	✓
Specialty sport field or stadium	--	
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C	
Tournament-sports court or multi-court complex	--	

NOTES:

✱ INDICATES REQUIRED PARK AMENITY IS PROVIDED

✓ INDICATES SELECTED NEIGHBORHOOD PARK AMENITY PER CATEGORY

(1) TRAIL CORRIDOR RESTRICTS INSTALLATION OF OPEN TURF AND PLAYGROUND EQUIPMENT. NORTHWEST AND NORTHEAST PARKS BOTH HAVE OVER 60% OPEN TURF AREAS TO ACCOUNT FOR THE TURF DEFICIENCY IN TRACT C (TRAIL TRACT).

(2) OUTDOOR FITNESS EQUIPMENT IS SUBSTITUTED FOR PLAY ELEMENTS DUE TO AREA CONSTRAINTS OF TRAIL CORRIDOR. NORTHWEST PARK HAS MULTI-AGE SWING SET AND CLIMBING TO SATISFY MISSING PLAY ELEMENTS FOR TRACT C. NORTHEAST PARK ALSO HAS A TRI-RIDER AND SWIFT TWIST PLAY EQUIPMENT TO ACCOUNT FOR TRACT C PLAY ELEMENT DEFICIENCIES.

(3) DUE TO LIMITED AREA WITHIN TRACT C TRAIL CORRIDOR, A SPECIALIZED OUTDOOR ACTIVITY REQUIREMENT CANNOT BE ACCOMMODATED. THIS REQUIREMENT HAS BEEN SATISFIED WITH THE ADDITION OF CORNHOLE TO THE NORTHEAST PARK.

(4) 3-TRASH RECEPTACLES AND PET STATIONS ARE PROVIDED IN TRACT C.

NORTH

0 20' 40' 80'

SCALE: 1"=40'-0"

No.	Revisions	Date	Init.	Appr.	Date

pcs group
www.pcsgroupco.com

LENNAR
9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
TRACT K NEWLIN GULCH TRAIL SITE & AMENITY PLAN

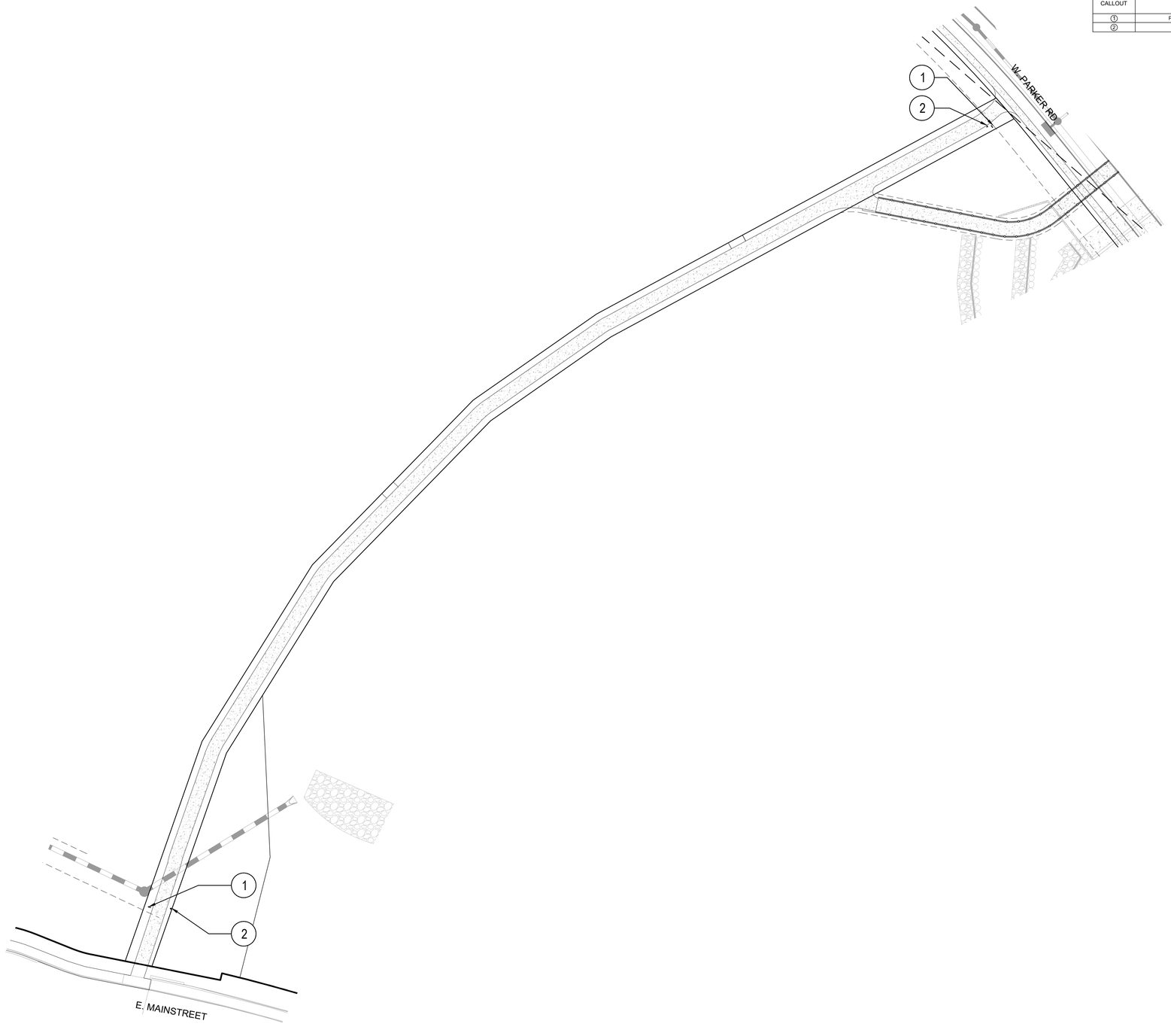
SCALE: AS SHOWN
FILE NO.:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L4.1

TRACT P NEWLIN GULCH TRAIL
HOA* SITE & AMENITY PLAN

*dedication of this tract to the Town of Parker will occur under separate document

NEWLIN GULCH TRAIL (0.432 AC., TOWN OF PARKER) AMENITY & EQUIPMENT SCHEDULE			
CALLOUT	ITEM	SHEET NO./DETAIL NO.	TRACT QTY
①	PARK - TRAIL SIGN	L5.0-DTL 13	2
②	PET STATION	L5.0-DTL 17	2



NORTH SCALE: 1"=40'-0"

0 20' 40' 80'

No.	Revisions	Date	Init.	Appr.	Date

pcs group
www.pcsgroupco.com
970.663.3960

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9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
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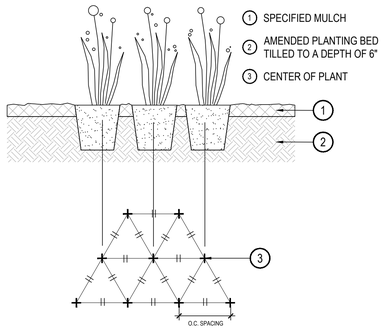
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
TRACT P NEWLIN GULCH TRAIL SITE & AMENITY PLAN

DRAWN BY:	CHECKED BY:	DATE:
PCS GROUP	PCS GROUP	JULY 2023

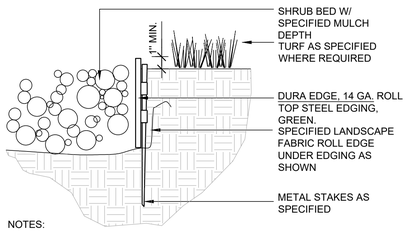
SCALE: AS SHOWN
FILE NO:

SHEET NUMBER L4.2

NOTE: DETAILS AND EQUIPMENT SHOWN ON THIS PAGE MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY, SITE CONDITIONS AND/OR CHANGE ORDER REQUESTS. APPROVED SUBSTITUTE EQUIVALENTS MAY BE UTILIZED.

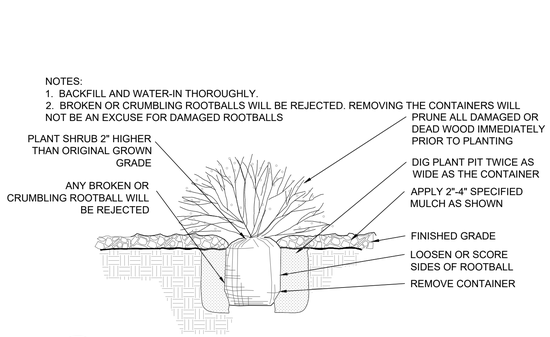


1 PERENNIAL-GRASS PLANTING
N.T.S.



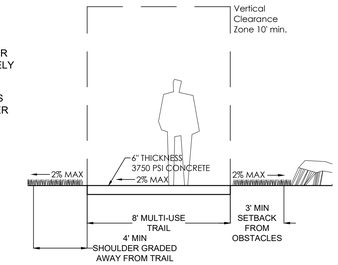
NOTES:
1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. FOR PRODUCT ORDERING, DIVIDE NUMBER OF FEET NEEDED BY 9.33 TO OBTAIN THE NUMBER OF 10' PIECES NEEDED.

2 STEEL EDGER
N.T.S.

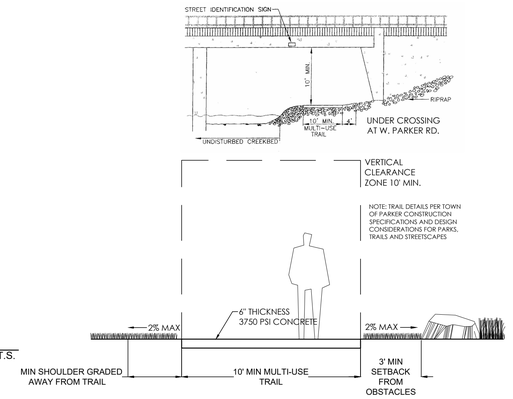


NOTES:
1. BACKFILL AND WATER-IN THOROUGHLY.
2. BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS

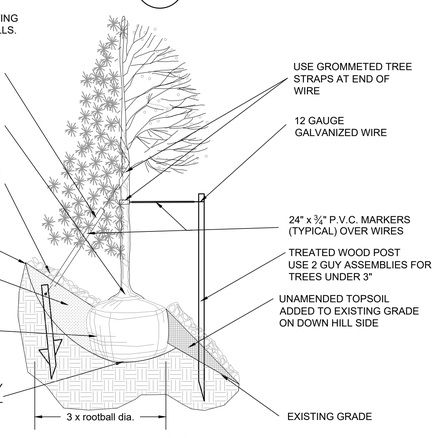
3 SHRUB PLANTING
N.T.S.



4 MULTI-USE TRAIL
N.T.S.



5 REGIONAL CONCRETE TRAIL
N.T.S.



6 TREE PLANTING
N.T.S.

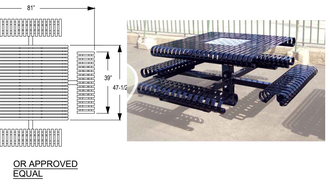
NOTES:
1. 1. ALL WORK TO BE DONE AT TIME OF PLANTING
2. 2. PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
3. 3. MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3" ABOVE FINAL GRADE SURROUNDING BALL.
4. EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
5. TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
6. WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM ⅓ OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP ⅔ OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL.
7. FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
8. STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
9. TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
10. RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WIL IN NO WAY COMPROMISE THE ROOT BALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

MANUF: BELSON
MODEL: CBTR-FT-BK WITH RAIN BONNET
COLOR: BLACK (RIVER FINISH)
MOUNTING: SURFACE
OR APPROVED EQUAL

7 TRASH RECEPTACLE
N.T.S.

MANUF: BELSON
MODEL: U190-SF-P
COLOR: BLACK
MOUNTING: SURFACE
OR APPROVED EQUAL

12 BIKE RACK
N.T.S.



GAMING PICNIC TABLE
MANUF:BELSON
MODEL: PPS-4PP-CB BLACK
MOUNTING: IN-GROUND
OR APPROVED EQUAL

8 GAMING PICNIC TABLE
N.T.S.

MANUF: BELSON
MODEL: CBPC-6SB-BK
COLOR: BLACK (RIVER FINISH)
MOUNTING: SURFACE
OR APPROVED EQUAL

9 6' BENCH
N.T.S.

MANUF: RJ THOMAS /PILOT ROCK
MODEL: HCB/B-1
OR APPROVED EQUAL

10 COAL BIN
N.T.S.

MANUF: BELSON
MODEL: PI20-3-U
COLOR: BLACK WITH BLACK ENAMEL POST
OR APPROVED EQUAL

11 GRILL
N.T.S.

17 PET STATION
N.T.S.

PARK RULES SIGN
MANUF: BCI BURKE

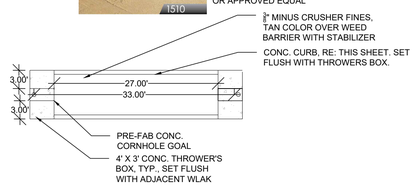
NOTE:
1. THIS GRAPHIC REPRESENTS APPROXIMATE SIGNAGE TO BE USED WITHIN NEWLIN CROSSING'S PARKS. A DIGITAL SIGN FILE WILL BE PROVIDED TO CONTRACTOR/MANUF FOR PRINTING & FABRICATION.
2. SIGN DESIGN SUBJECT TO CHANGE.

13 PARK - TRAIL SIGN
N.T.S.

MANUF: DERO
MODEL:FIXIT STATION
COLOR: BLACK
MOUNTING: SURFACE
OR APPROVED EQUAL

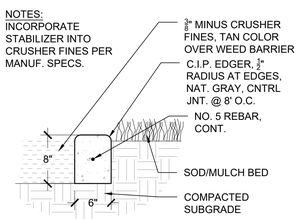
14 BIKE REPAIR STATION (TOWN OF PARKER)
N.T.S.

PREFAB CONC. CORNHOLE
MANUF: OUTDOOR CREATIONS
MODEL: 1510
OR APPROVED EQUAL



CORNHOLE COURT LAYOUT

15 CORNHOLE
N.T.S.



16 CONCRETE CURB
N.T.S.

Date	
Appr.	
Init.	
Date	
Revisions	
No.	

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1280 S.A PARKWAY, SUITE B, WINDSOR, CO 80550

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ENGLEWOOD, CO 80112
TEL.: (303) 486-5002

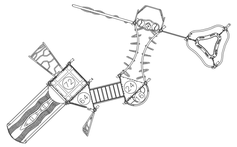
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
SITE & LANDSCAPE DETAILS

SCALE:	AS SHOWN	FILE NO:
DRAWN BY:	PCS GROUP	
CHECKED BY:	PCS GROUP	
DATE:	JULY 2023	

SHEET NUMBER L5.0

NOTE: DETAILS AND EQUIPMENT SHOWN ON THIS PAGE MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY, SITE CONDITIONS AND/OR CHANGE ORDER REQUESTS. APPROVED SUBSTITUTE EQUIVALENTS MAY BE UTILIZED.

PLAY STRUCTURE
MANUF: BCI BURKE
MODEL:NUIN-2974A
AGE GROUP: 2-12 YEARS

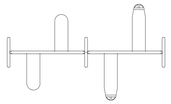


1 CLIMBER-5-12 YR - NORTHWEST PARK
N.T.S.

CLIMBING WALL
MANUF: BCI BURKE
MODEL:BB-2048
AGE GROUP: 5-12 YEARS

2 CLIMBING WALL
N.T.S.

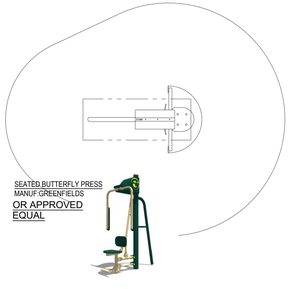
4-BAY SWING
MANUF: BCI BURKE
USE AREA: 24'X32'
AGE GROUP: 2-12 YEARS



3 4-BAY ARCH SWING SET
N.T.S.

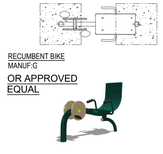
SEESAW
MANUF: BCI BURKE
MODEL: 4 SEAT ROCKER
AGE GROUP: 2-5 YEARS

4 4-SEAT ROCKER - NORTHWEST PARK
N.T.S.



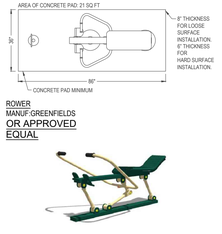
SEATED BUTTERFLY PRESS
MANUF:GREENFIELDS
OR APPROVED
EQUAL

4 4-SEAT ROCKER - NORTHWEST PARK
N.T.S.



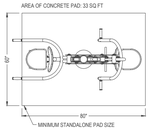
RECUMBENT BIKE
MANUF:G
OR APPROVED
EQUAL

5 RECUMBENT BIKE-NORTHWEST PARK
N.T.S.



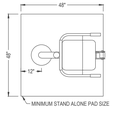
ROWER
MANUF:GREENFIELDS
OR APPROVED
EQUAL

6 ROWER-NORTHWEST PARK
N.T.S.



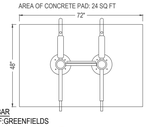
BACK-ARMS COMBO
MANUF:GREENFIELDS
OR APPROVED
EQUAL

7 BACK-ARMS COMBO-NORTHWEST PARK
N.T.S.



LEG EXTENSION
MANUF:GREENFIELDS
OR APPROVED
EQUAL

8 LEG EXTENSION-NORTHWEST PARK
N.T.S.



FULL BAR
MANUF:GREENFIELDS
OR APPROVED
EQUAL

9 FULL PULL UP BAR-NORTHWEST PARK
N.T.S.

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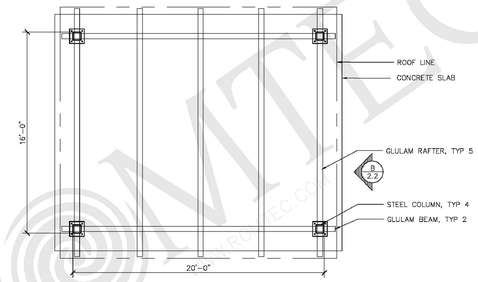

1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
PRELIMINARY

NEWLIN CROSSING– PAVILION 2
PARKER, COLORADO
SHEET TITLE: FLOOR PLAN
PROJECT NO: 1828
DATE: 6/22/22
REVISIONS
DRAWN BY: JS
SHEET NO: 1

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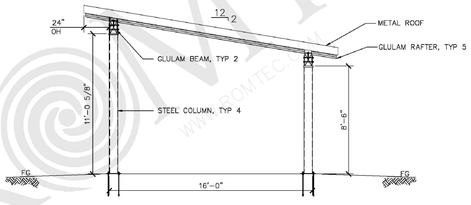
METAL POSTS & CONNECTIONS COLOR:
MATTE BLACK

METAL ROOF COLOR:
ASH GRAY (TO MATCH RESTROOM/MECH BLDG.)

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
PRELIMINARY

NEWLIN CROSSING– PAVILION 2
PARKER, COLORADO
SHEET TITLE: ELEVATION
PROJECT NO: 1828
DATE: 6/22/22
REVISIONS
DRAWN BY: JS
SHEET NO: 2

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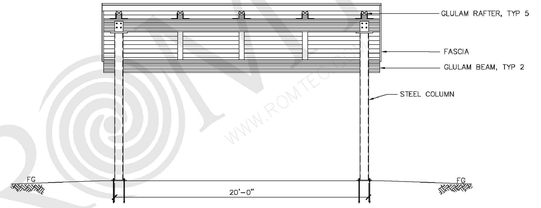
THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
PRELIMINARY

NEWLIN CROSSING– PAVILION 2
PARKER, COLORADO
SHEET TITLE: ELEVATION
PROJECT NO: 1828
DATE: 5/22/22
REVISIONS
DRAWN BY: JS
SHEET NO: 3

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10 16' X 20' SHELTER
N.T.S.

No.	Revisions	Date	Init.	Appr.	Date

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9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
SITE & LANDSCAPE DETAILS

DRAWN BY: PCS GROUP	SCALE: AS SHOWN		
CHECKED BY: PCS GROUP		FILE NO:	
DATE: JULY 2023			

SHEET NUMBER L5.1

NOTE: EXERCISE EQPT. IS TOWN OF PARKER PREFERRED EQUIPMENT

NOTE: DETAILS AND EQUIPMENT SHOWN ON THIS PAGE MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY, SITE CONDITIONS AND/OR CHANGE ORDER REQUESTS. APPROVED SUBSTITUTE EQUIVALENTS MAY BE UTILIZED.

EQUIPMENT SUBJECT TO CHANGE PENDING AVAILABILITY

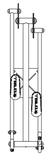
INFO SHEET · OUTDOOR FITNESS STATIONS

NW202 Cross

FITNESS

OR APPROVED EQUAL

EQUIPMENT SUBJECT TO CHANGE PENDING AVAILABILITY



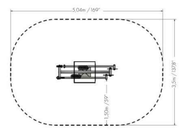
Norwell Cross is an effective and fun way to strengthen the muscles of the legs, hips and arms, as well as increasing the cardiovascular capacity.
Cross is a push and pull station, using your own weight as resistance. Giving just the right amount of resistance for safe and effective training.

HOW TO USE:

Grab the handles and place your feet in the pedals. Pull the handle and press the pedal down on the same side – do the same on the other side and you are in motion. You are in control of the pace, but if you are able to increase it a bit, it will benefit your fitness.

The Norwell App and the ID-bands, including training instructions and QR codes, on each fitness station inspire to exercise and give full instruction of use.

POSITION AND TRAINING ZONE:
Trainingszone = 15,7m² / 169 ft²



DESIGN FOR ALL
All Norwell three stations utilize the users own body weight as resistance, therefore the exercises can be performed without risk of injuries. As a result, Norwell fitness stations are challenging and effective regardless of if they're fast.

SAFE DESIGN
The Norwell Outdoor Fitness stations are tested and approved by TÜV Product Service GMBH, according to DIN EN957-1 and -2, DIN EN16630 and ANSI ISO 20957-1/5.

10 YEAR WARRANTY
All parts against failure due to material or manufacturing defects and corrosion through-rust or pipes. Please contact us for more information about warranty coverage, and for sites within 3 km of saltwater.

2 YEAR WARRANTY
2 years against failure due to material or manufacturing defects. Wearing parts, plastic and rubber parts.

www.norwell.dk · info@norwell.dk

norwell OUTDOOR FITNESS

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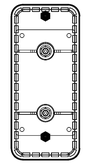
EQUIPMENT SUBJECT TO CHANGE PENDING AVAILABILITY

INSTALLATION MANUAL · IN-GROUND · IN-BODEN

NWSW112 Step Blocks



STREET WORKOUT

See separate page with the preparatory work for in-ground installation.

- Install onto a concrete blocks.
- Assemble and line up.
- Place on concrete.
- Mark position of bolt holes.
- Fasten each base plate with 4 x M12 bolts.

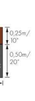
Auf der separaten Seite finden Sie Angaben zu vorbereitenden Maßnahmen für eine Installation im Boden.

- Wird auf 1 Betonblock installiert:
- Bauen Sie zunächst die Teile zusammen und stellen Sie sie auf.
- Platzieren Sie sie auf dem Beton.
- Markieren Sie die Positionen der Schraubenlöcher.
- Fixieren Sie jede Basisplatte mit 4 x M12 Schwerlastdübeln.

PART LIST:
BESTANDTEIL LISTE:
8 x M12

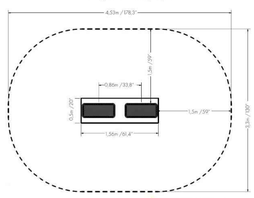
BASE PLATE:
BASISPLATTE:
45 x 23cm /17,7" x 10"

DEPTH:
TIEFE:



POSITION AND TRAINING ZONE:
POSITION UND TRAININGSZONE:

Training zone = 13m² / 139.9 ft²



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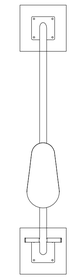
EQUIPMENT SUBJECT TO CHANGE PENDING AVAILABILITY

INFO SHEET · OUTDOOR FITNESS STATIONS

NW103 Situp



FITNESS

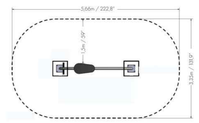
Norwell Sit Up is ideal for improving abdominal, thigh, hip and back muscles.
Sit Up can be used it facing upwards or downwards, to do both classic sit ups or training the lower back with a leg raise.

HOW TO USE:

Sit ups: Start by sitting comfortably with both feet under or on the pegs. Lower your upper body down towards the bar, and raise it back up by activating the abdominals.
Leg raise: Lay down with your torso on the seat and reach for the pegs. Hold onto the pegs while raising your legs. Continue lowering and raising your legs.

The Norwell App and the ID-bands, including training instructions and QR codes, on each fitness station inspire to exercise and give full instruction of use.

POSITION AND TRAINING ZONE:
Trainingszone = 17m² / 183 ft²



DESIGN FOR ALL
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2 years against failure due to material or manufacturing defects. Wearing parts, plastic and rubber parts.

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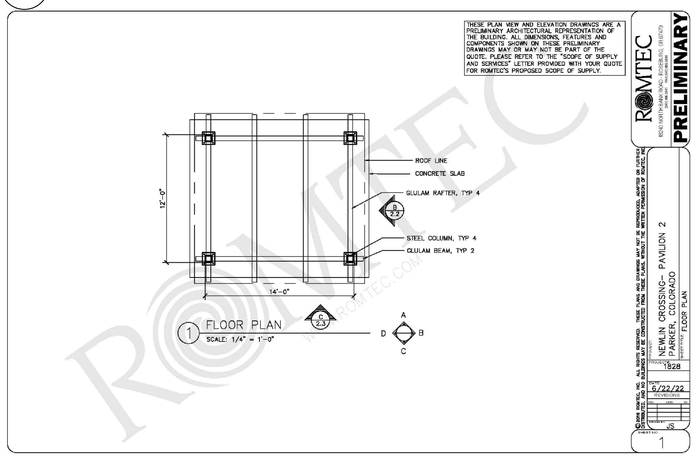
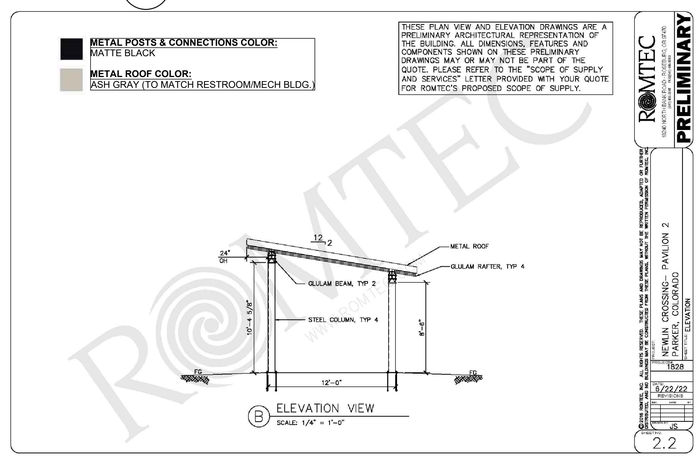
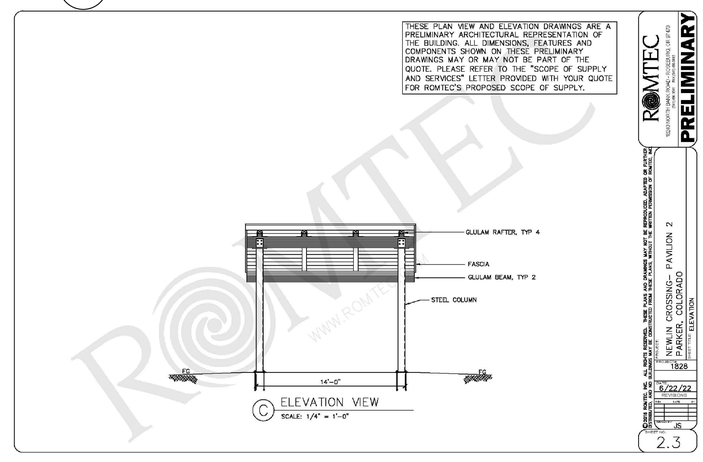
1 CROSS-NEWLIN GULCH TRAIL
N.T.S.



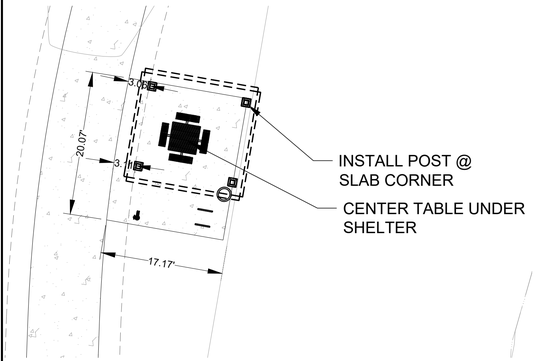
2 STEP BLOCKS - NEWLIN GULCH TRAIL
N.T.S.



3 SIT UP BENCH - NEWLIN GULCH TRAIL
N.T.S.



4 12' X 14' SHELTER- NEWLIN GULCH TRAIL
N.T.S.



5 PICNIC PAD LAYOUT - NEWLIN GULCH TRAIL
N.T.S.

U-BIKE RACK
MANUF: VICTOR STANLEY
MODEL: BRCS-101, BLACK
SURF. MOUNT

6 BIKE RACK (TOWN OF PARKER)
N.T.S.

TABLE
MANUF: VICTOR STANLEY
MODEL: FRST-6, BLACK (WITH ADA OPTION - 4' SEAT W/ 6'TABLE)
SURF. MOUNT

7 TABLE (TOWN OF PARKER)
N.T.S.

TRASH RECEPTACLE
MANUF: VICTOR STANLEY
MODEL: RB-45 BLACK W/ CONVEX SELF-CLOSE LID, SURF. MOUNT

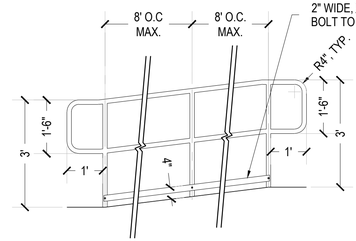
8 TRASH BIN (TOWN OF PARKER)
N.T.S.

BENCH
MANUF: VICTOR STANLEY
MODEL: RB-6' BLACK, SURF. MOUNT

9 BENCH (TOWN OF PARKER)
N.T.S.

GENERAL NOTES:

1. RAMP RAILINGS ARE REQUIRED ON 10' REGIONAL TRAIL AS INDICATED ON PLANS.
2. RAILINGS SHALL BE 1.5"Ø (INSIDE DIAMETER), SCH. 40 ROUND STEEL PIPE. RAIL & POST CONNECTIONS SHALL BE WELDED AND GROUND SMOOTH. ALL PIPE & COMPONENTS SHALL BE TREATED TO RESIST CORROSION AND BE PAINTED LIGHT GRAY.
3. RAILING FABRICATOR SHALL FIELD MEASURE SITE IMPROVEMENTS PRIOR TO FABRICATION.
4. ALL RAILING DIMENSIONS ARE NOMINAL AND SHALL BE ADJUSTED PER FIELD CONDITIONS.
5. RAILINGS SHALL BE INSTALLED MIN. 1.5" FROM WALL FACE .
6. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER'S REP. FOR REVIEW AND APPROVAL.



10 HANDRAIL @ REGIONAL TRAIL
1/2"=1'-0"

No.	Revisions	Date	Init.	Appr.	Date

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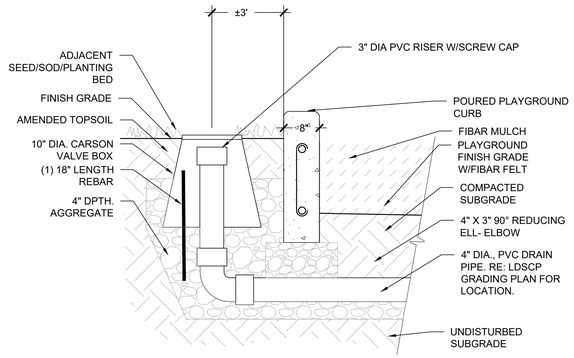
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
SITE & LANDSCAPE DETAILS

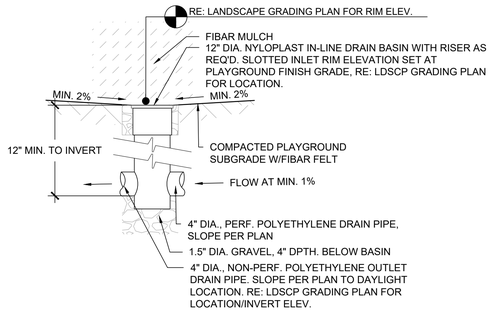
SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L5.2

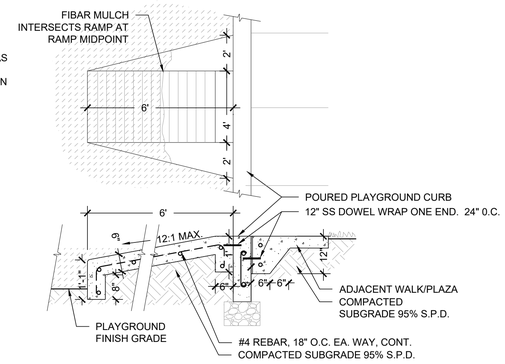
NOTE: DETAILS AND EQUIPMENT SHOWN ON THIS PAGE MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY, SITE CONDITIONS AND/OR CHANGE ORDER REQUESTS. APPROVED SUBSTITUTE EQUIVALENTS MAY BE UTILIZED.



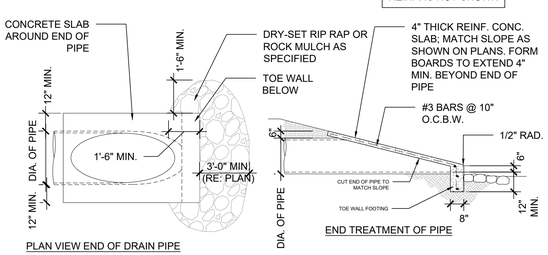
1 PLAYGROUND CLEANOUT
N.T.S.



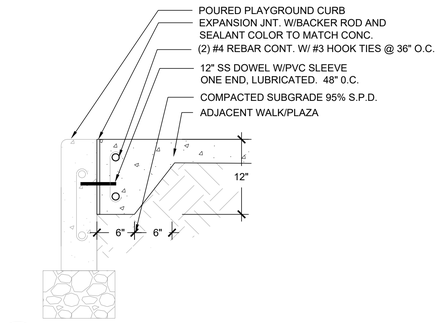
2 PLAYGROUND IN-LINE DRAIN
N.T.S.



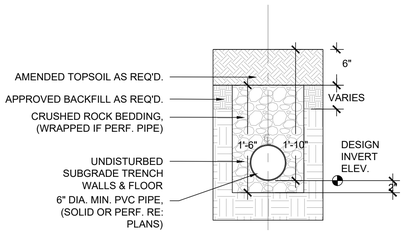
3 PLAYGROUND RAMP
N.T.S.



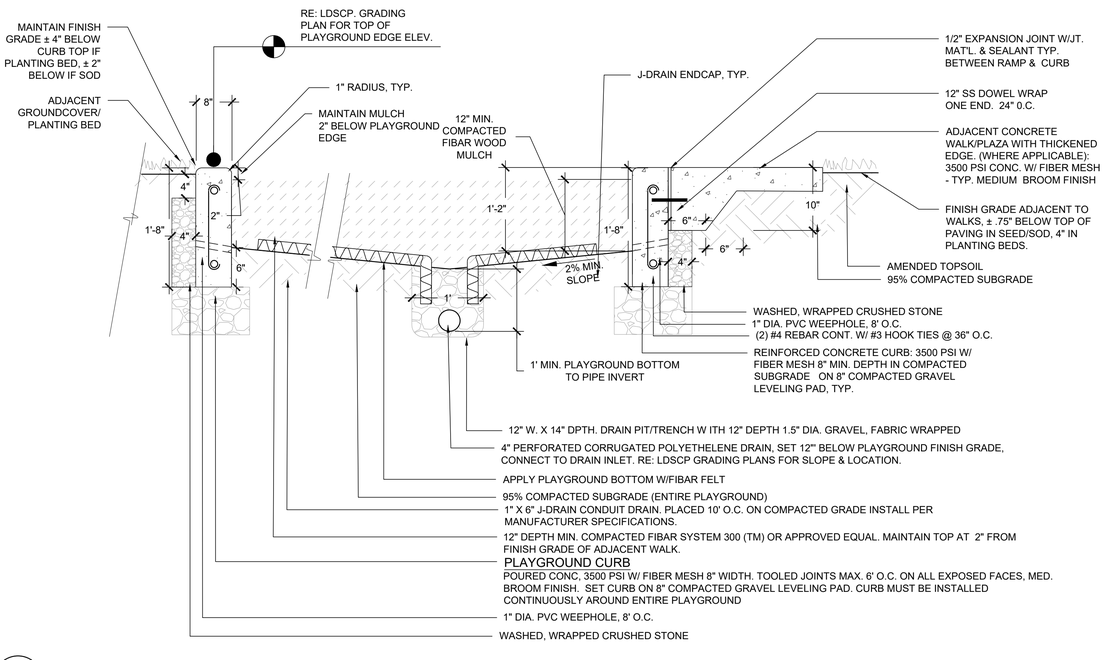
4 PLAYGROUND DRAIN OUTLET
N.T.S.



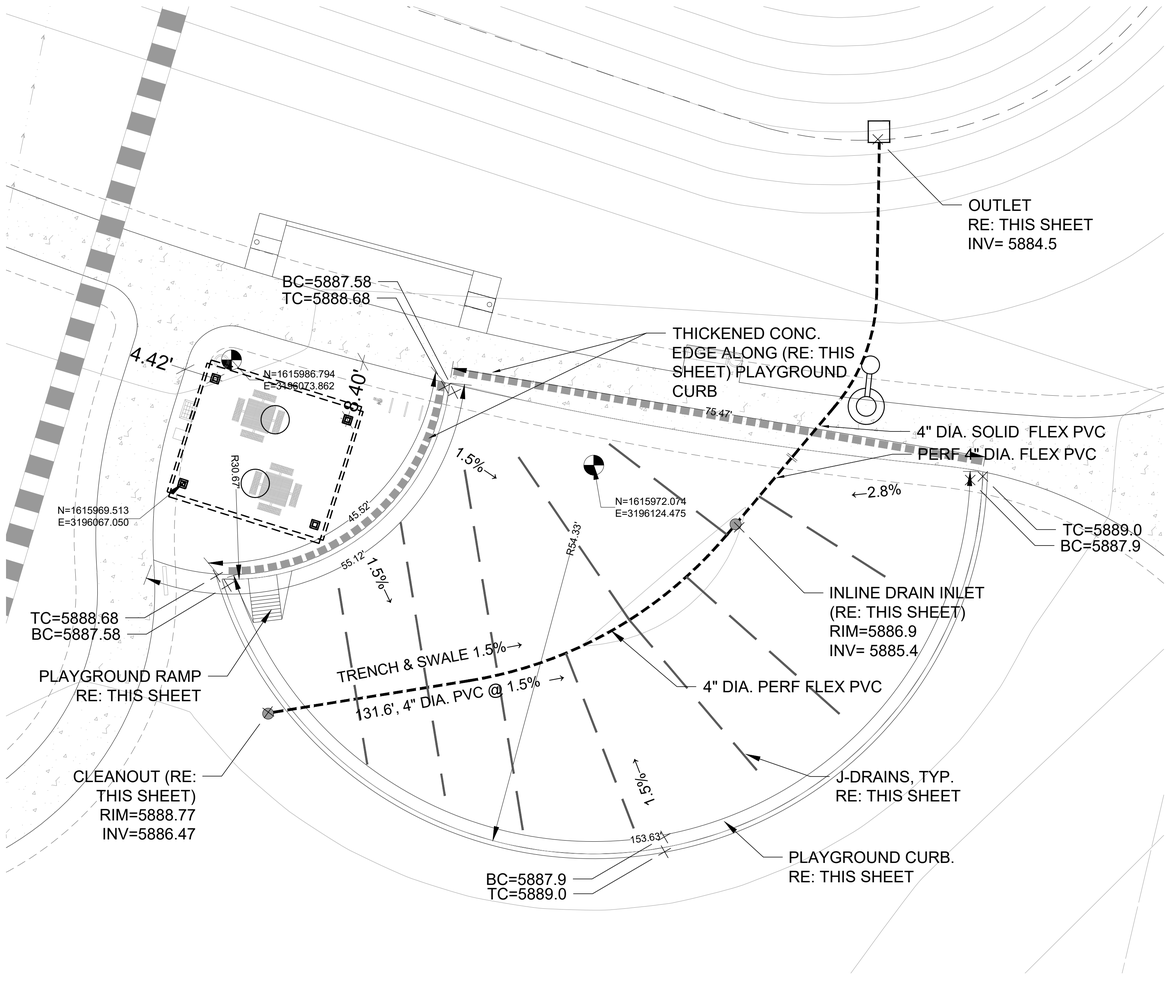
5 PLAYGROUND THICKENED CONCRETE EDGE
N.T.S.



6 PLAYGROUND DRAIN PIPE
N.T.S.



7 PLAYGROUND CURB-SURFACING-DRAINAGE
N.T.S.



8 NORTHWEST PLAYGROUND LAYOUT PLAN
N.T.S.

No.	Revisions	Date
		Appr.
		Init.
		Date

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ENGLEWOOD, CO 80112
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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
SITE & LANDSCAPE DETAILS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: PCS GROUP
CHECKED BY: PCS GROUP
DATE: JULY 2023

SHEET NUMBER L5.3

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
	RAIN BIRD	1806-SAM-PRS WITH MATCHED PRECIPITATION RATE SERIES NOZZLE	POPUP SPRAY HEAD	14
L R S	RAIN BIRD	1806-SAM-PRS WITH SST, CORNER NOZZLE	POPUP SPRAY HEAD	14
	RAIN BIRD	1812 SAM PRS WITH MATCHED PRECIPITATION RATE SERIES NOZZLE	HI-POP SPRAY HEAD	15
L R S	RAIN BIRD	1812 SAM-PRS WITH SST, CORNER NOZZLE	HI-POP SPRAY HEAD	15
#25 #25 #25 #25	HUNTER	I-20-06 WITH #MPR25 MATCHED PRECIPITATION NOZZLE (RED)	GEAR DRIVEN ROTOR	16
#30 #30 #30 #30	HUNTER	I-20-06 WITH #MPR30 MATCHED PRECIPITATION NOZZLE (GREEN)	GEAR DRIVEN ROTOR	16
#35 #35 #35 #35	HUNTER	I-20-06 WITH #MPR35 MATCHED PRECIPITATION NOZZLE (TAN)	GEAR DRIVEN ROTOR	16
#25 #25 #25 #25	HUNTER	I-20-12 WITH #MPR25 MATCHED PRECIPITATION NOZZLE (RED)	HI-POP GEAR DRIVEN ROTOR	17
#30 #30 #30 #30	HUNTER	I-20-12 WITH #MPR30 MATCHED PRECIPITATION NOZZLE (GREEN)	HI-POP GEAR DRIVEN ROTOR	17
#35 #35 #35 #35	HUNTER	I-20-12 WITH #MPR35 MATCHED PRECIPITATION NOZZLE (TAN)	HI-POP GEAR DRIVEN ROTOR	17
#8 #8 #8 #8	HUNTER	I-20-12 WITH # STANDARD NOZZLE (BLUE)	HI-POP GEAR DRIVEN ROTOR	17
	HUNTER	ICV SERIES WITH NIBCO BALL VALVE	ELECTRIC CONTROL VALVE	9 & 18
	HUNTER	HQ-44-LRC	QUICK COUPLING VALVE	11
A	HUNTER	A2C-75D-SS WITH ACC-PED	ELECTRIC CONTROLLER	3 & 4
W	HUNTER	SOLAR SYNC - WSS-SEN	WEATHER SENSOR DEVICE	5
	FEBCO	825YA	RP BACKFLOW PREVENTER	1
N/S	GUARDSHACK	GS-1	BACKFLOW PREVENTER ENCLOSURE	2
N/S	AY MAGDONALD	76001 - 1/4 TURN - 1"	MANUAL DRAIN VALVE	8
		LINE SIZE - 2½" AND SMALLER	GATE VALVE	10
		LINE SIZE - 3" AND LARGER	GATE VALVE	24
	HUNTER	ICV-FS-AS-ADJ	MASTER CONTROL VALVE	7 & 18
FS	CST	FSI-T15-001 (1.5")	FLOW SENSOR	6
N/S			THRUST BLOCKS	23
		CLASS 200 BE - 2½" & SMALLER	PVC MAINLINE	12
		CLASS 200 RT - 3" & LARGER	PVC MAINLINE	12 & 23
		TYPE K COPPER	HARD COPPER PIPE	1
		CLASS 200 BE	PVC LATERAL	12
		CLASS 160	PVC SLEEVING	13
	HUNTER	ICZ-101-25 WITH NIBCO BALL VALVE	DRIP VALVE ASSEMBLY	20 & 18
	TORO	BLUE STRIPE	POLY DRIP TUBING -¾" MIN. WIDTH	20-22
N/S	RAIN BIRD	XBCV - XERI-BUG WITH CHECK VALVE	DRIP EMITTERS	22
			DRIP LINE BLOW-OUT STUB	21
N/S	HUNTER	ICD-100	VALVE DECODER	18
N/S	HUNTER	ICD-SEN	SENSOR DECODER	6
	PAIGE	P7354D	2-WIRE DECODER CABLE	6, 7, 9, 18, & 20
A			GROUNDING LOCATION	19
M			WATER METER	BY OTHERS
			CONTROLLER & STATION NO.	
			CONTROL VALVE SIZE	

IRRIGATION CONSTRUCTION NOTES

1. DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY PCS GROUP. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS. CONTACT IRRIGATION CONSULTANT FOR CURRENT SPECIFICATIONS IF NOT PROVIDED.

2. SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE **76** PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OF ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. REFER TO POINT OF CONNECTION NOTES FOR SPECIFIC PRESSURE REQUIRED AT THAT LOCATION. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF **76** PSI MINIMUM.

3. IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

ENVIRO TURF	0.31" PER WEEK PEAK SEASON
ORNAMENTAL PLANTINGS	0.89" PER WEEK PEAK SEASON
NATIVE SEED MIXES	0.74" PER WEEK PEAK SEASON (TWO SEASONS)

NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT. SYSTEM WILL REMAIN FOR USE DURING YEARS WITH LESS THAN NORMAL RAINFALL.

4. EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. INSTALLATION SHALL BE COORDINATED WITH OTHER UTILITY WORK. ALL OTHER UTILITIES SHALL TAKE PRECEDENCE OVER IRRIGATION LOCATION. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS SPECIFICALLY INDICATED ON PLANS. BOXES INSTALLED IN OPEN TURF AREAS SHALL BE KEPT TO EDGES AND STAKED FOR REVIEW IF ALONG HIGH TRAFFIC AREAS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GRAY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQUIRED). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES. ALL BOXES SHALL BE INSTALLED TO BE FLUSH WITH GRADE AND IN AN ORDERLY MANNER. WHERE MORTAR PAVING LIDS ARE INSTALLED ABOVE BOXES, IRRIGATION BOX WITH LID SHALL BE LOWERED TO ACCOMMODATE PAVING LID. REFER TO LANDSCAPE FOR ADDITIONAL INFORMATION, TO BE INSTALLED PER MANUFACTURE RECOMMENDATIONS.

5. PIPING INSTALLATION - IRRIGATION PIPING SHALL MAINTAIN A MINIMUM DISTANCE FROM BUILDING FOUNDATIONS OF 5 FEET OR AS DESCRIBED IN SOILS REPORT, WHICHEVER IS GREATER. NO SPRAY IRRIGATION SHALL OCCUR WITHIN 10 FEET OF THE FOUNDATION. NO DRIP IRRIGATION SHALL OCCUR WITHIN 5 FEET OF THE FOUNDATION UNLESS SOIL MOISTURE SENSORS ARE INSTALLED ON VALVES SERVICING THESE AREAS. ALL IRRIGATION PIPING AND EMISSION DEVICES LOCATED ON TOP OF OR WITHIN BUILDING STRUCTURE SHALL CONFORM TO WATERPROOFING CONSULTANT REQUIREMENTS. PIPE ROUTING MAY BE SHOWN WITHIN THESE DISTANCES FOR GRAPHICAL CLARITY ONLY.

6. MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO ENSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.

7. POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN "S" DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN "L" OR "R" DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.

8. DRIP IRRIGATION - REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.

9. UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.

10. SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE & (QUANTITY)
¾" - 1¼" PIPING	2" PVC (1)
1½" - 2" PIPING	4" PVC (1)
2½" - 3" PIPING	6" PVC (1)
COMMUNICATION CABLE	2" PVC (1)

11. 2-WIRE SYSTEM NOTES - CONTRACTOR SHALL INSTALL ALL TWO-WIRE COMPONENTS PER MANUFACTURER'S RECOMMENDATIONS AND STANDARDS.
    - 11.1. CONTRACTOR SHALL USE ONLY MANUFACTURED 2-WIRE DECODER CABLE (SEE SCHEDULE FOR SPECIFIC 2-WIRE CABLE).
    - 11.2. ONLY USE SINGLE STATION DECODERS (SEE SCHEDULE FOR SPECIFIC MODEL).
    - 11.3. ONLY USE SENSOR DECODER FOR FLOW SENSOR (SEE SCHEDULE FOR SPECIFIC MODEL) IF INDICATED ON PLANS.
    - 11.4. LOOP 5' OF 2-WIRE DECODER CABLE INTO ALL VALVE BOXES (WITH DECODERS AND SPLICES) FOR MAINTENANCE.
    - 11.5. LOOP 2' OF 2-WIRE DECODER CABLE AS AN EXPANSION LOOP AT ALL CHANGES OF DIRECTION.
    - 11.6. USE ONLY 3M DBR-6 WATERPROOF CONNECTORS ON ALL WIRE SPLICES AND ALL WIRE SPLICES ARE TO BE MADE WITHIN A VALVE BOX WITH CONTROL VALVES OR A SEPARATE 10" ROUND VALVE BOX FOR WIRE SPLICES.
    - 11.7. INSTALL SURGE PROTECTOR RODS OR PLATES 8 LF. PERPENDICULARLY FROM VALVES, DECODERS, AND COMMUNICATION WIRE. WHERE 8 LF IS NOT AVAILABLE, REFER TO ASIC GUIDELINES FOR PLATE LAYOUT.
    - 11.8. GROUNDING SHALL BE IN AN IRRIGATED AREA.
    - 11.9. GROUND ALL DECODERS AND DECODER WIRE A MINIMUM OF EVERY 1000' OF WIRE OR EVERY 12TH DECODER AND AT ALL ENDS OF 2-WIRE DECODER CABLE RUN.
    - 11.10. LOOP EXTRA 10' OF 2-WIRE DECODER CABLE INTO A VALVE BOX AT PHASING LINES FOR FUTURE CONNECTION (IF INDICATED ON PLANS).

12. ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.

13. PLANS AND SPECIFICATIONS - CONTRACTOR RESPONSIBLE TO ENSURE WORK CONFORMS TO PLANS AND SPECIFICATIONS. AT ONSET OF CONSTRUCTION, VERIFY PLANS ARE CURRENT. WHERE REQUIRED BY CITY OR TOWN, CONTRACTOR SHALL CONSTRUCT ONLY OFF CITY OR TOWN STAMPED PLANS. REVISIONS TO CITY OR TOWN STAMPED PLANS SHALL CONFORM TO CITY OR TOWN FIELD CHANGE PROCEDURES AND DOCUMENTATION.

14. SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW. THE DESIGN IS INTENDED TO OPERATE MULTIPLE VALVES, UP TO THE MAXIMUM FLOW IN THE POINT OF CONNECTION NOTE. REFER TO CONTROLLER SPECIFICATION FOR MAXIMUM SIMULTANEOUS VALVE COUNT.

15. BACKFLOW DEVICES: ALL CONNECTION COMPONENTS AND BACKFLOW DEVICES SHALL BE LEAD-FREE. CONTRACTOR SHALL CONTACT WATER SERVICE PROVIDER FOR ANY ADDITIONAL REQUIREMENTS REGARDING BACKFLOW TESTING.

16. WATER BUDGETS AND PROJECTIONS - HYDROSYSTEMS-KDI HAS BASED THE IRRIGATION DESIGN AND THE ASSOCIATED PROJECTED WATER USE UPON SUCH FACTORS AS CITY OR WATER DISTRICT IMPOSED REQUIREMENTS, PUBLISHED PLANT SPECIES WATER NEEDS, SELECTED IRRIGATION METHOD EFFICIENCIES AS REPORTED BY INDEPENDENT TESTING FACILITIES, HISTORICAL WEATHER DATA FOR THE PROJECT LOCATION, AND PROPER MAINTENANCE PROCEDURES. HYDROSYSTEMS*KDI IS NOT RESPONSIBLE, AND ACCEPTS NO RESPONSIBILITY, FOR THE ACTUAL WATER USAGE VARIATION THAT IS A RESULT OF FIELD MODIFICATIONS TO THE SYSTEM NOT MATCHING CONSTRUCTION DOCUMENTS, IMPROPER MAINTENANCE, WASTE DUE TO SYSTEM DAMAGE OR VANDALISM, OR WEATHER CONDITIONS THAT DEVIATE FROM PUBLISHED 30 YEAR HISTORICAL AVERAGES.

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

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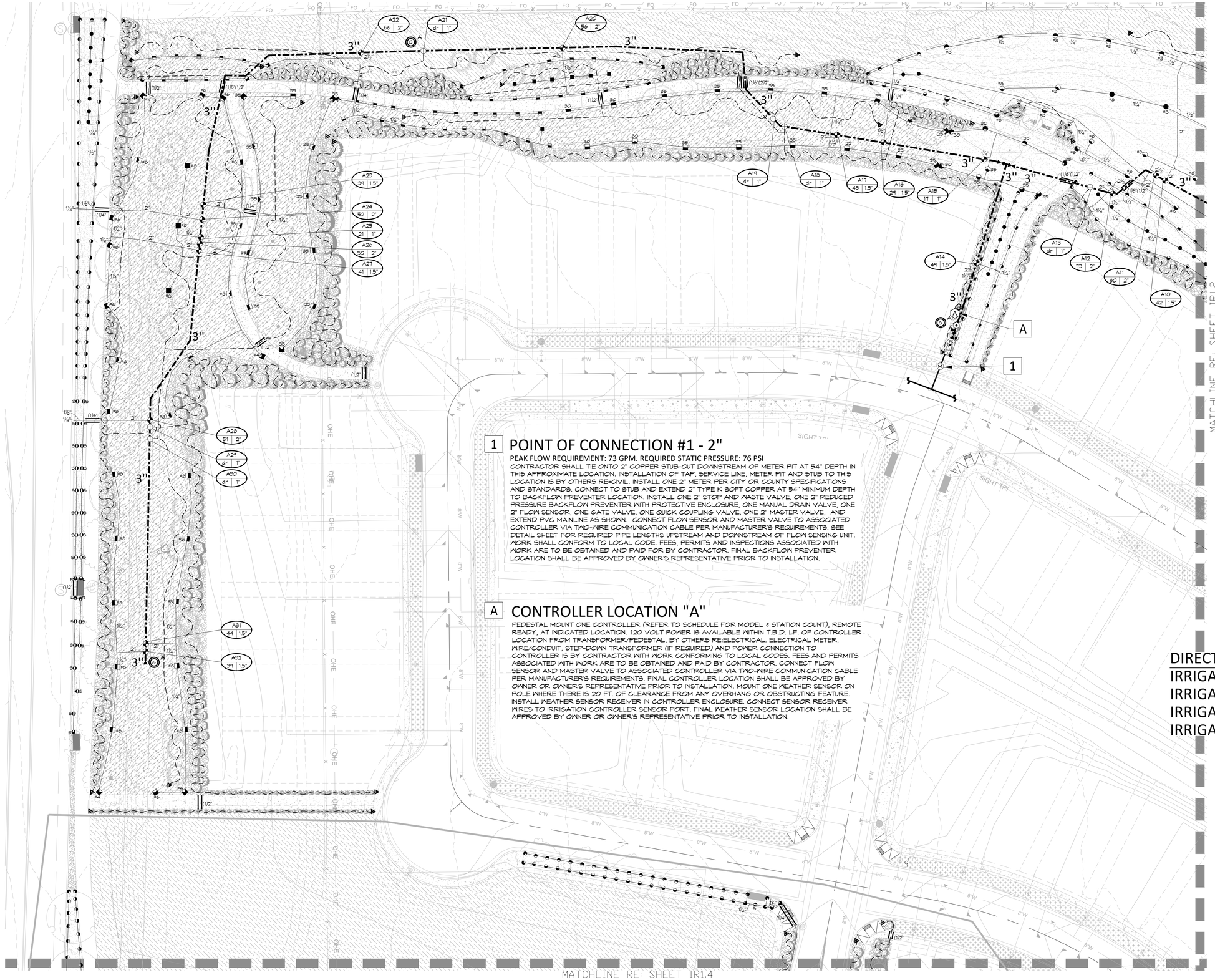
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION NOTES & SCHEDULE

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023
SHEET NUMBER: IR1.0

KEYMAP

IR1.1	IR1.2
IR1.4	IR1.3
	IR1.5



1 POINT OF CONNECTION #1 - 2"

PEAK FLOW REQUIREMENT: 73 GPM. REQUIRED STATIC PRESSURE: 76 PSI
CONTRACTOR SHALL TIE ONTO 2" COPPER STUB-OUT DOWNSTREAM OF METER PIT AT 54" DEPTH IN THIS APPROXIMATE LOCATION. INSTALLATION OF TAP, SERVICE LINE, METER PIT AND STUB TO THIS LOCATION IS BY OTHERS RE:CIVIL. INSTALL ONE 2" METER PER CITY OR COUNTY SPECIFICATIONS AND STANDARDS. CONNECT TO STUB AND EXTEND 2" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 2" STOP AND WASTE VALVE, ONE 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH PROTECTIVE ENCLOSURE, ONE MANUAL DRAIN VALVE, ONE 2" FLOW SENSOR, ONE GATE VALVE, ONE QUICK COUPLING VALVE, ONE 2" MASTER VALVE, AND EXTEND PVC MAINLINE AS SHOWN. CONNECT FLOW SENSOR AND MASTER VALVE TO ASSOCIATED CONTROLLER VIA TWO-WIRE COMMUNICATION CABLE PER MANUFACTURER'S REQUIREMENTS. SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES, PERMITS AND INSPECTIONS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

A CONTROLLER LOCATION "A"

PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT), REMOTE READY, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN T.B.D. LF. OF CONTROLLER LOCATION FROM TRANSFORMER/PEDESTAL, BY OTHERS RE:ELECTRICAL. ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. CONNECT FLOW SENSOR AND MASTER VALVE TO ASSOCIATED CONTROLLER VIA TWO-WIRE COMMUNICATION CABLE PER MANUFACTURER'S REQUIREMENTS. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE WEATHER SENSOR ON POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL WEATHER SENSOR RECEIVER IN CONTROLLER ENCLOSURE. CONNECT SENSOR RECEIVER WIRES TO IRRIGATION CONTROLLER SENSOR PORT. FINAL WEATHER SENSOR LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

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NORTH

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SCALE: 1"=30'

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NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION PLAN

SCALE:	AS SHOWN	FILE NO:	
DRAWN BY:	JLK	CHECKED BY:	KJD
DATE:	JULY 2023		

SHEET NUMBER IR1.1

KEYMAP

IR1.1	IR1.2
IR1.4	IR1.3
	IR1.5

MATCHLINE RE: SHEET IR1.1

MATCHLINE RE: SHEET IR1.3

TRACT B

TRACT C

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
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IRRIGATION PLAN

SCALE:	AS SHOWN	FILE NO:	
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CHECKED BY:	KJD		
DATE:	JULY 2023		

SHEET NUMBER IR1.2

MATCHLINE RE: SHEET IR1.2

MATCHLINE RE: SHEET IR1.4

MATCHLINE RE: SHEET IR1.5

KEYMAP

IR1.1	IR1.2
IR1.4	IR1.3
	IR1.5

2 POINT OF CONNECTION #2 - 2"

PEAK FLOW REQUIREMENT: 73 GPM. REQUIRED STATIC PRESSURE: 76 PSI

CONTRACTOR SHALL TIE ONTO 2" COPPER STUB-OUT DOWNSTREAM OF METER PIT AT 54" DEPTH IN THIS APPROXIMATE LOCATION. INSTALLATION OF TAP, SERVICE LINE, METER PIT AND STUB TO THIS LOCATION IS BY OTHERS RE:CIVIL. INSTALL ONE 2" METER PER CITY OR COUNTY SPECIFICATIONS AND STANDARDS. CONNECT TO STUB AND EXTEND 2" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 2" STOP AND WASTE VALVE, ONE 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH PROTECTIVE ENCLOSURE, ONE MANUAL DRAIN VALVE, ONE 2" FLOW SENSOR, ONE GATE VALVE, ONE QUICK COUPLING VALVE, ONE 2" MASTER VALVE, AND EXTEND PVC MAINLINE AS SHOWN. CONNECT FLOW SENSOR AND MASTER VALVE TO ASSOCIATED CONTROLLER VIA TWO-WIRE COMMUNICATION CABLE PER MANUFACTURER'S REQUIREMENTS. SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES, PERMITS AND INSPECTIONS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

B CONTROLLER LOCATION "B"

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DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

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LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION PLAN

SCALE: AS SHOWN
FILE NO:

DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023

SHEET NUMBER IR1.3

KEYMAP

IR1.1	IR1.2
IR1.4	IR1.3
	IR1.5

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

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NEWLIN CROSSING FILING 3
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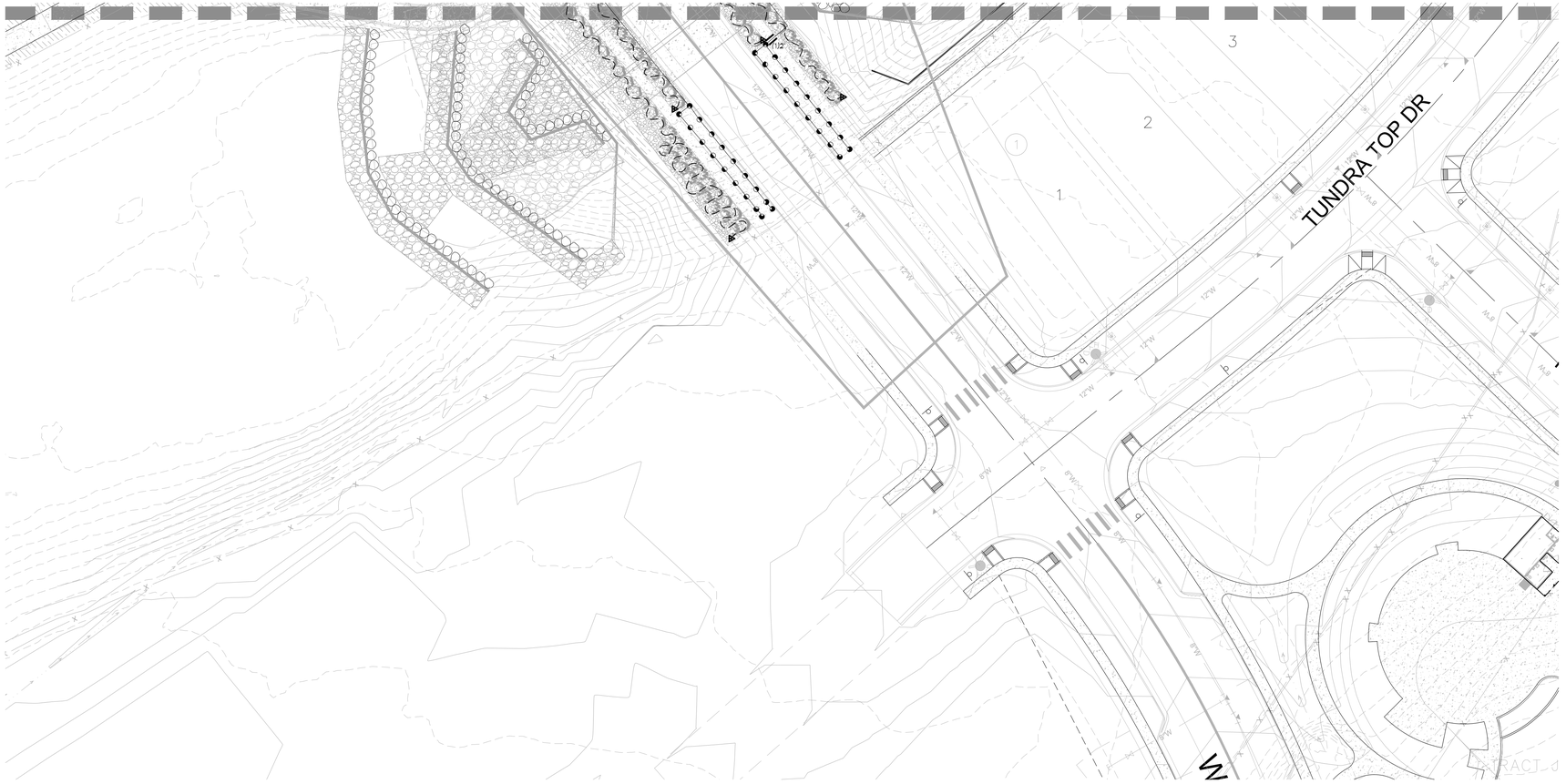
IRRIGATION PLANS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023

SHEET NUMBER IR1.4

MATCHLINE RE: SHEET IR1.3



KEYMAP

IR1.1	IR1.2
IR1.4	IR1.3
	IR1.5

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
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SHEET NUMBER IR1.5

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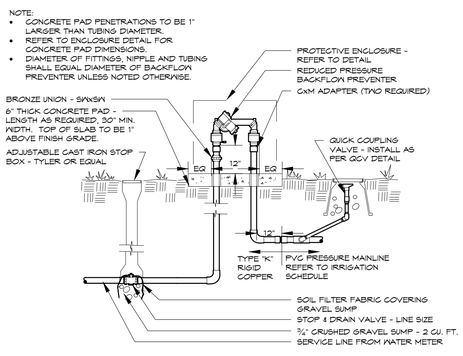
NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION PLAN

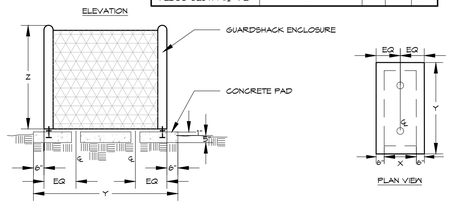


BACKFLOW PREVENTER

3/4" - 2" SYSTEMS WITH PVC CONNECTION

1

BFP MODEL/SIZE	ENCLOSURE MODEL	X	Y	Z
FEBCO 825YA 3/4" & 1"	GS-5	10"	24"	18"
FEBCO 825YA 1½" & 2"	GS-1	10"	34"	24"

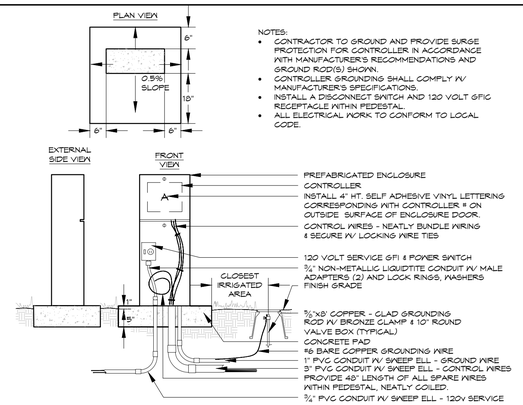


NOTES:
- PAD PENETRATIONS FOR BACKFLOW PREVENTER RISERS TO BE 1" LARGER THAN RISER DIAMETER.
- TOP SURFACE OF CONCRETE PAD SHALL BE 1" ABOVE FINISH GRADE.
- INSTALL ENCLOSURE ANCHORS AS PER MANUFACTURER'S RECOMMENDATIONS.
- PROVIDE OWNER WITH KEYED PADLOCK FOR ENCLOSURE.
- PROVIDE ENCLOSURE IN FEDERAL GREEN COLOR. UNLESS OTHERWISE NOTED (SEE SCHEDULE).

BACKFLOW ENCLOSURE

GUARDSHACK - 3/4" - 2" SYSTEMS

2

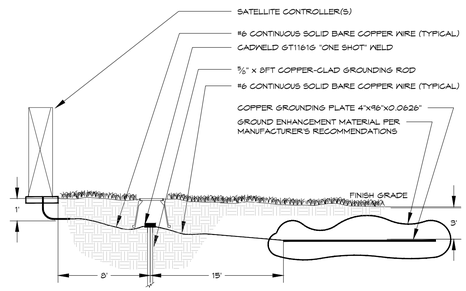


NOTES:
- CONTRACTOR TO GROUND AND PROVIDE SURGE PROTECTION FOR CONTROLLER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND GROUND ROD(S) SHOWN.
- CONTROLLER GROUNDING SHALL COMPLY W/ MANUFACTURER'S SPECIFICATIONS.
- INSTALL A DISCONNECT SWITCH AND 120 VOLT GFIC RECEPTACLE WITHIN PEDESTAL.
- ALL ELECTRICAL WORK TO CONFORM TO LOCAL CODE.

ELECTRIC CONTROLLER

PEDESTAL - FRONT OPENING - TYPICAL

3

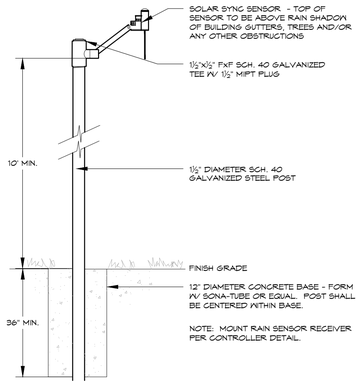


GROUNDING MUST MEET ALL MANUFACTURER'S REQUIREMENTS. IN ADDITION, GROUNDING PLATE DESIGN CONSISTS OF ONE VERTICAL 8-FOOT COPPER CLAD GROUNDING ROD (AT LEAST EIGHT FEET FROM THE EQUIPMENT), AND ONE COPPER GROUNDING PLATE PER 40 STATIONS REQUIRING GROUNDING. INSTALL GROUNDING PLATE HORIZONTALLY, THREE FEET DEEP AND 15' FROM THE GROUNDING ROD. SHOULD MULTIPLE RODS/PLATES BE REQUIRED, THEY SHALL BE PLACED A MINIMUM OF 3 LINEAR FEET FROM EACH OTHER. PERFORM CADWELD CONNECTION TO GROUNDING ROD(S) AND PLACEMENT OF GROUNDING PLATE(S) IN OWNER'S PRESSENCE PRIOR TO BACKFILL. REFER TO ASIC STANDARDS FOR MORE INFORMATION.

CONTROLLER GROUNDING

TWO-WIRE SYSTEM - Pedestal Mount

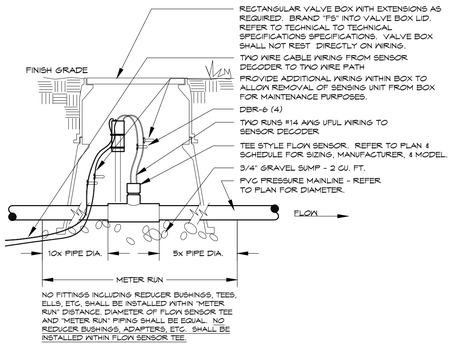
4



WEATHER SENSOR

POLE MOUNTED - SolarSync

5

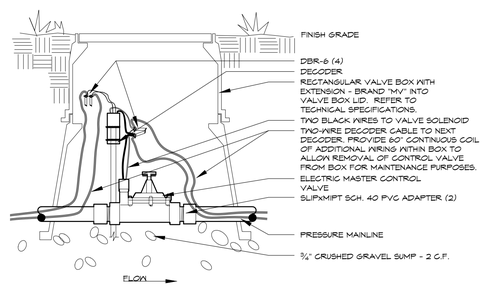


NO FITTINGS INCLUDING REDUCER BUSHINGS, TEES, ELLS, ETC, SHALL BE INSTALLED WITHIN 'METER RUN' DISTANCE. DIAMETER OF FLOW SENSOR TEE AND 'METER RUN' PIPING SHALL BE EQUAL. NO REDUCER BUSHINGS, ADAPTERS, ETC. SHALL BE INSTALLED WITHIN FLOW SENSOR TEE.

FLOW SENSOR

VIA DECODER - TEE STYLE - POTABLE

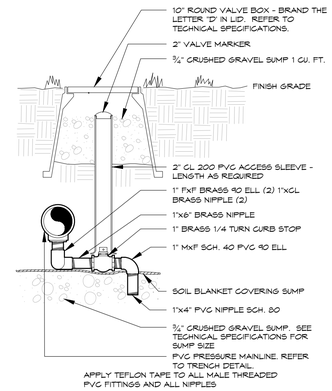
6



MASTER VALVE

VIA DECODER - TAPS 2" & SMALLER

7

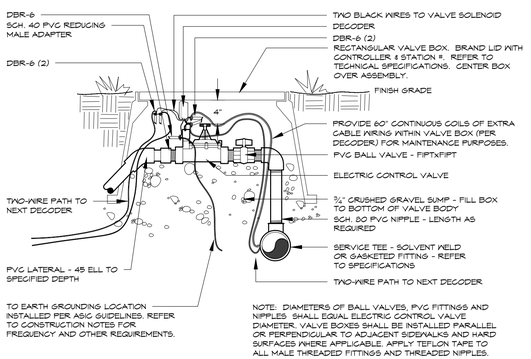


APPLY TEFLON TAPE TO ALL MALE THREADED PVC FITTINGS AND ALL NIPPLES

MANUAL DRAIN VALVE

TYPICAL

8

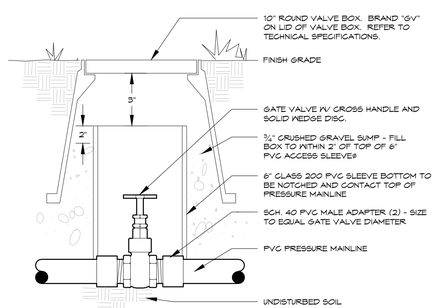


NOTE: DIAMETERS OF BALL VALVES, PVC FITTINGS AND NIPPLES SHALL EQUAL ELECTRIC CONTROL VALVE DIAMETER. VALVE BOXES SHALL BE INSTALLED PARALLEL OR PERPENDICULAR TO ADJACENT SIDEWALKS AND HARD SURFACES WHERE APPLICABLE. APPLY TEFLON TAPE TO ALL MALE THREADED FITTINGS AND THREADED NIPPLES.

ELECTRIC CONTROL VALVE

TWO-WIRE SYSTEM - PVC PIPE

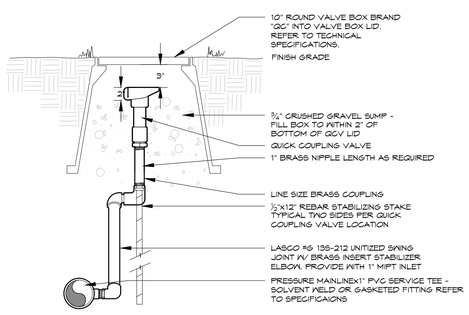
9



GATE VALVE

2.5" & SMALLER - X-HANDLE

10



APPLY TEFLON TAPE TO ALL THREADED NIPPLES

QUICK COUPLING VALVE

LASCOSWING - TYPICAL

11

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

Know what's below.
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No.	Revisions	Date	Init.	Date	Appr.	Date

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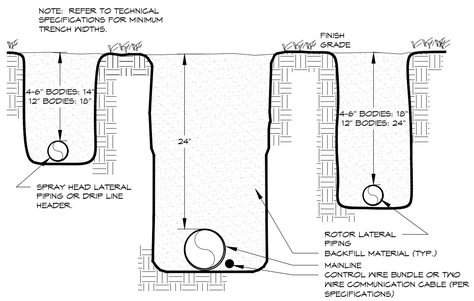
9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION DETAILS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023

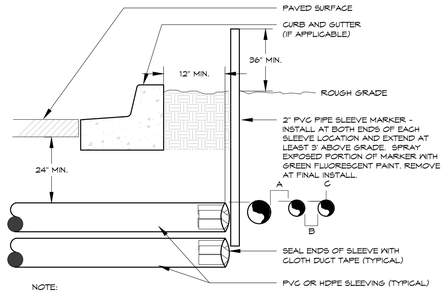
SHEET NUMBER IR1.6



TRENCH

24" MAINLINE

12



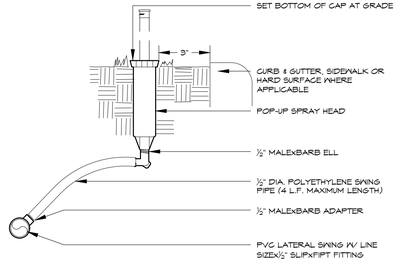
NOTE:

- ALL SLEEVE MATERIAL PER IRRIGATION SCHEDULE, SIZE AS NOTED ON PLAN.
- INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.
- CONTRACTOR TO COORDINATE WITH FLATWORK INSTALLER TO BRAND A "I" IN SIDEWALK OR CURB AT BOTH ENDS OF SLEEVE CROSSING.
- SLEEVING THROUGH OR UNDER RETAINING WALLS, PLANTER WALLS, POND LINING, OR WATER QUALITY AREAS SHALL BE COORDINATED WITH CIVIL WORK AT APPROXIMATE LOCATIONS SHOWN.
- AN INDIVIDUAL SLEEVE SHALL CONTAIN NO MORE THAN ONE PIPE OR WIRE BUNDLE.

IRRIGATION SLEEVING

TYPICAL

13



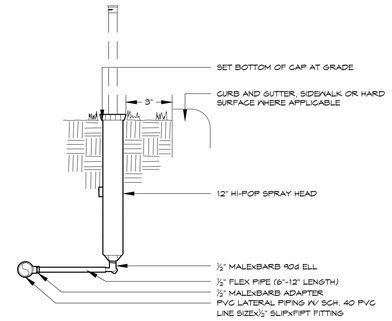
NOTE:

- SET HEAD PERPENDICULAR TO FINISH GRADE.
- APPLY TEFLON TAPE TO MALE PVC THREADED FITTINGS.
- DOUBLE CLAMP ½" & 2" DIAMETER FITTINGS.

POP-UP SPRAY HEAD

SWING PIPE - PVC

14



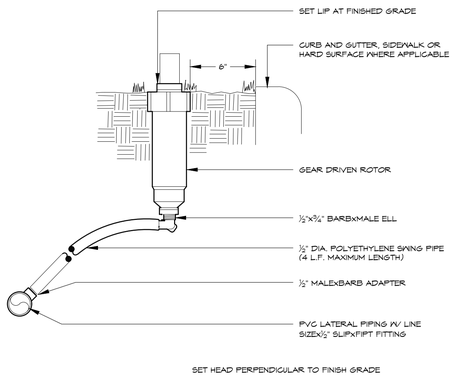
NOTE:

- SET HEAD PERPENDICULAR TO FINISH GRADE SWING.
- FLEX PIPE SHALL BE ATTACHED TO BOTTOM SPRAY HEAD INLET ONLY.
- APPLY TEFLON TAPE TO ALL MALE PVC THREADED FITTINGS AND NIPPLES.

HI-POP SPRAY HEAD

SWING PIPE - PVC

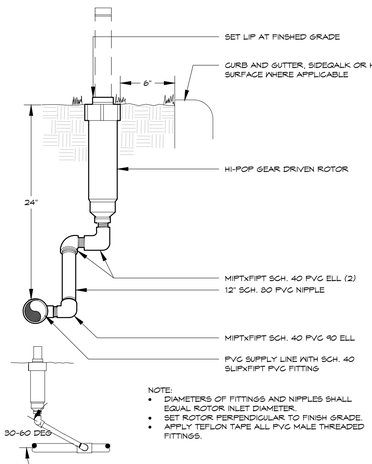
15



GEAR DRIVEN ROTOR

SWING PIPE - PVC

16



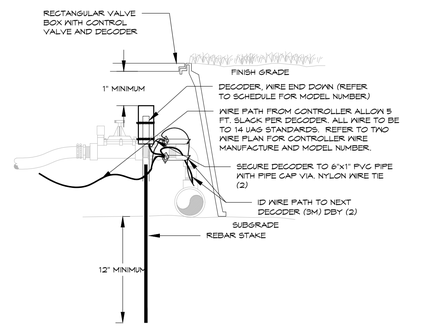
NOTE:

- DIAMETERS OF FITTINGS AND NIPPLES SHALL EQUAL ROTOR INLET DIAMETER.
- SET ROTOR PERPENDICULAR TO FINISH GRADE.
- APPLY TEFLON TAPE ALL PVC MALE THREADED FITTINGS.

HI-POP GEAR DRIVEN ROTOR

PVC

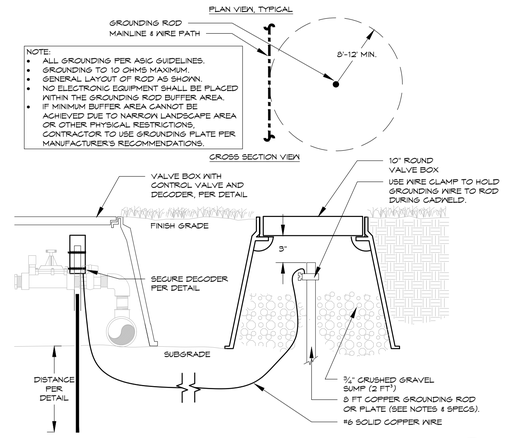
17



DECODER INSTALLATION

TWO-WIRE SYSTEM

18

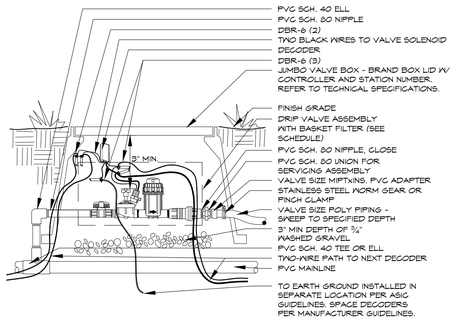


ACC GROUNDING

TWO-WIRE SYSTEM - TYPICAL

19

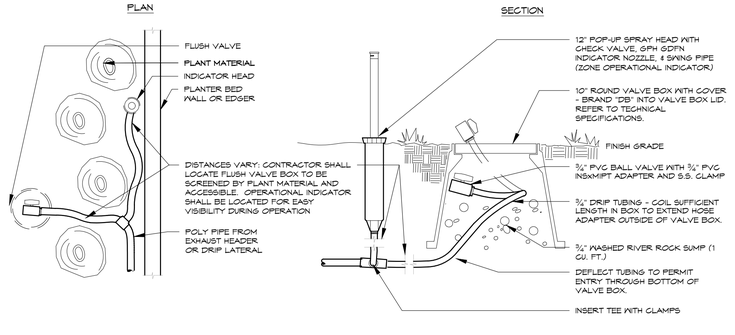
NOTE:
INSTALL ASSEMBLY TO REST ON GRAVEL SUMP. CONTAIN ENTIRE ASSEMBLY WITHIN BOX. NO VALVE BOX EXTENSIONS WILL BE ACCEPTED. PROVIDE 3"-4" CLEARANCE BETWEEN TOP OF CONTROL VALVE SOLENOID AND BOTTOM OF VALVE BOX LID. TOP OF VALVE BOX TO BE FLUSH WITH FINISH GRADE. VALVE BOX SHALL NOT REST ON DRIP TUBING.



DRIP VALVE

TWO-WIRE SYSTEM - BASKET - POLY PIPE

20



DRIP FLUSH VALVE

WITH OPERATIONAL INDICATOR

21

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

Know what's below.
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CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

KDI HydroSystems
Irrigation Consulting & Water Management
13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemskdi.com

No.	Revisions	Date	Init.	Date	Appr.	Date

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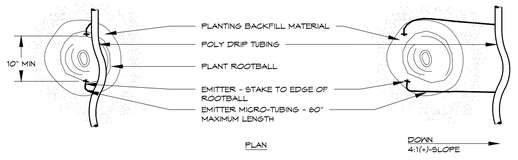
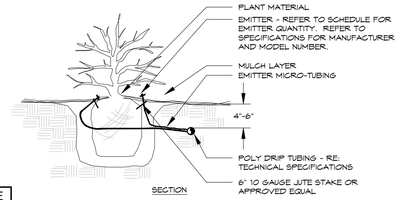
9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION DETAILS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023

SHEET NUMBER IR1.7



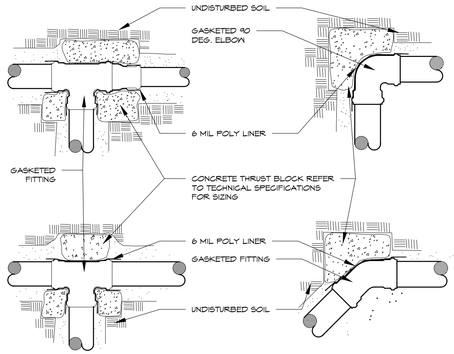


PLANT SIZE	EMITTER FLOW RATE	EMITTER QTY. AT MULCHED BED LOCATIONS	EMITTER QTY. AT NATIVE SEED LOCATIONS
1 - 2 GALLON MATERIAL	0.5 GPH	ONE EACH	ONE EACH
5 GALLON MATERIAL	0.5 GPH	TWO EACH	TWO EACH
1½" CALIPER TREE	1.0 GPH	THREE EACH	FOUR EACH
2" CALIPER TREE	1.0 GPH	FOUR EACH	SIX EACH
2½" CALIPER TREE	1.0 GPH	SIX EACH	EIGHT EACH
3" CALIPER TREE	1.0 GPH	EIGHT EACH	TEN EACH
3½" CALIPER TREE	1.0 GPH	NINE EACH	ELEVEN EACH
4" CALIPER TREE	1.0 GPH	TEN EACH	TWELVE EACH
6 FT. CONIFEROUS TREE	1.0 GPH	FOUR EACH	SIX EACH
8 FT. CONIFEROUS TREE	1.0 GPH	SIX EACH	NINE EACH
10 FT. CONIFEROUS TREE	1.0 GPH	EIGHT EACH	TWELVE EACH
12 FT. CONIFEROUS TREE	1.0 GPH	TEN EACH	FOURTEEN EACH

NOTES:
- INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. THREE OR MORE EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
- EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MINIMUM OF 1" AND A MAXIMUM OF 2".
- FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
- IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOT BALL.
- EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.
- DRIP VALVE ZONES ARE DESIGNED TO ACCOUNT FOR DIFFERENCES IN PLANT REQUIREMENTS (HYDROZONES) AND SUN EXPOSURE.
- CONTRACTOR SHALL ENSURE HYDROZONES ARE VALVED SEPARATELY AS SHOWN ON PLAN.
- SITE CONDITIONS MAY DICTATE THAT MULTIPLE SUN EXPOSURES ARE VALVED TOGETHER DURING THE DESIGN PROCESS. CONTRACTOR SHALL ADJUST EMITTER SCHEDULE AS FOLLOWS:
  - EMITTER QUANTITIES SHALL REMAIN THE SAME BUT EMITTER GALLONAGES SHALL BE DOUBLED FOR PLANTS WITH SOUTH AND WEST EXPOSURES.
  - EMITTER QUANTITIES AND GALLONAGE SHALL BE AS SHOWN IN SCHEDULE FOR PLANTS WITH NORTH AND EAST EXPOSURES.
  - PLANTINGS WITH NORTH AND EAST EXPOSURE SHALL DICTATE VALVE RUN-TIMES AND CONTRACTOR SHALL ADJUST SCHEDULING ACCORDINGLY.

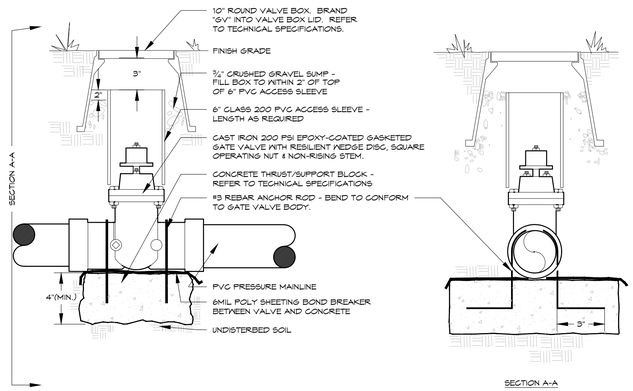
DRIP EMITTER
BELOW GRADE

22



THRUST BLOCKS
TYPICAL

23



GATE VALVE
3" & LARGER - REBARANCHOR

24

DIRECTORY

IRRIGATION SCHEDULE	IR1.0
IRRIGATION NOTES	IR1.0
IRRIGATION PLANS	IR1.1 - IR1.5
IRRIGATION DETAILS	IR1.6 - IR1.8

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No.	Revisions	Date	Init.	Appr.	Date

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ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 3
LANDSCAPE CONSTRUCTION DOCUMENTS
IRRIGATION DETAILS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: KJD
DATE: JULY 2023

SHEET NUMBER IR1.8

LIGHTING CALCULATION STATISTICS SUMMARY:					
	AVERAGE	MAXIMUM	MINIMUM	MAX/MIN	AVG/MIN
OVERALL SITE:	1.0fc	3.0fc	0.0fc	NA	NA
TYPICAL DRIVES AT STREET LIGHTS:	1.1fc	2.7fc	0.4fc	6.8:1	2.8:1

2 KEY MAP
SCALE: NTS

1 SITE LIGHTING PHOTOMETRIC
SCALE: 1" = 50'-0"

PHOTOMETRY PLAN GENERAL NOTES:
1. VALUES SHOWN ARE MAINTAINED HORIZONTAL ILLUMINANCE VALUES MEASURED AT GRADE.
2. SITE LIGHTING DESIGN HAS BEEN COMPLETED TO PRODUCE EVEN ILLUMINATION OF PARKING AND PAVED AREAS.
3. ALL LIGHT FIXTURES SHALL BE FULLY SHIELDED AND DIRECT LIGHT DOWNWARDS.
4. THERE WILL BE NO OFF-SITE GLARE ALLOWED.

SITE LIGHTING DESIGN HAS BEEN COMPLETED TO CONFORM TO CITY OF PARKER EXTERIOR LIGHTING STANDARDS

SP2
SP3
SP1
SP1
SP1

PROPERTY LINE

W. PARKER RD. (FOR CLVI)

SP1 SP2

2 KEY MAP

SCALE: NTS

1 SITE LIGHTING PHOTOMETRIC

SCALE: 1" = 50'-0"

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STUDIO LIGHTNING
63 SUNSET DR.
BAILEY, CO 80421
303.242.1572

No.	Revisions	Date	Init.	Appr.	Date

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NEWLIN CROSSING FILING 1
LANDSCAPE CONSTRUCTION DOCUMENTS

SCALE: AS SHOWN
FILE NO:

DRAWN BY: JLK
CHECKED BY: JMB
DATE: FEBRUARY, 2023

SHEET NUMBER LP2

VERIFY LUMINAIRE SPECIFICATIONS WITH GOVERNING JURISDICTION AND UTILITY

LUMINAIRE SCHEDULE

Symbol	Label	General Description	Mounting Height	Color	Catalog Number	Lamp	LLF	Watts	Shielding	Lumens
○	SD	DOWNLIGHT SHADE STRUCTURE	10'-0" AFG	WHITE	HALO SMD6R-6-930-WH	LED	1.00	9.6W	FULL CUT-OFF	758
	SP1	SITE POLE PARKING & DRIVES	20'-0" AFG	BLACK	INVUE EMM-E03-LED-E1-SL3-SO-SN-BK-DIM-7030-VA6154	LED	1.00	75W	FULL CUT-OFF	8682
	SP2	SITE POLE PEDESTRIAN AREAS	10'-0" AFG	BLACK	INVUE EMM-E01-LED-E1-T2-SO-SN-BK-DIM-7030-VA6154	LED	1.00	25W	FULL CUT-OFF	2948

Invue

Catalog #	
Project	
Comments	
Prepared by	
Type	SP1/2
Date	

DESCRIPTION

The EPIC Collection delivers custom luminaire flexibility with high quality, yet availability expectations of standard specification grade product. The EPIC Collection can be dressed to suit any application. Recognizing evolving environmental and legislative trends, the EPIC Collection delivers world class LED optical and performance solutions to the decorative luminaire marketplace.

SPECIFICATION FEATURES

Construction
TOP: Cast aluminum top housing attaches to cast aluminum mounting arm hub with four stainless steel fasteners. One-piece silicone gasket between mounting hub and top casting seals out moisture and contaminants. (See the mounting accessories section for a full selection of mounting arms. (Only these arms are compatible with the Epic luminaire). MIDSECTION: Continuous silicone gaskets seal lens to top casting and shade. The mid section features cast aluminum construction and stainless steel assembly. SHADES: Heavy gauge precision spun aluminum shades offer superior surface finish and consistency in form. DOORFRAME: Die-cast aluminum 1/8" thick door and doorframe seal to underside of shade with a thick wall continuous silicone gasket. Mounting hub ships attached to mounting arm.

Optics
Choice of twelve patented, high-efficiency AccuLED Optic™ technology manufactured from injection-molded acrylic. Optics are precisely designed to shape the optics, maximizing efficiency and application spacing. AccuLED Optic technology, creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and nominal 70 CRI. Optional 3000K CCT and 5000K CC. For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed. The house-side shield is designed to seamlessly integrate with the SL2, SL3 or SL4 optics.

Electrical
LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less that 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature and IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Occupancy sensor and dimming options available.

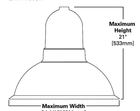
Finish
Housing is finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. LightBAR™ cover plates are standard white and may be specified to match finish of luminaire housing. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult Outdoor Architectural Colors brochure for a complete selection.

Warranty
Five-year warranty.

DIMENSIONS

ECM Classical

EMM Modern



See configurations for more detailed information.

ECM/EMM
EPIC MEDIUM LED

1 - 4 LightBARs
Solid State LED

DECORATIVE AREA LUMINAIRE

CERTIFICATION DATA
UL/cUL Listed
DesignLights Consortium® Qualified*
IP66 LightBARs
LM79 / LM80 Compliant
3G Vibration Tested
ISO 9001

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz, 347V/60Hz, 480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

EPA
Effective Projected Area: (Sq. Ft.) 0.94

SHIPPING DATA
Approximate Net Weight:
45 lbs. (20 kgs.)

COOPER Lighting Solutions

*www.designlights.org

TD500029EN
July 31, 2020 1:14 PM

HALO

Catalog #	
Project	
Comments	
Prepared by	
Type	SD
Date	

DESCRIPTION

The Halo Surface Mount LED Downlight (SMD) is a low profile surface mounting luminaire with a modern look and high performance. SMD6 (6") is designed for installation in many 3-1/2" and 4" square, octagon, or round junction boxes. Supply wire adapter with LED quick wiring connector included. The SMD6 may also retrofit in 5" and 6" aperture IC and Non-IC recessed housings.

SPECIFICATION FEATURES

HOUSING
- Non-electrically conductive polycarbonate frame.
- High impact diffuse polystyrene lens provides shielding to the light guide with no pixilation
- Stamped aluminum housing provides thermal cooling achieving L70 at 50,000 hours in IC and non-IC applications

GASKETS
- Closed cell gasket achieves restrictive airflow and wet location requirements without additional caulking

OPTICS
- Precision acrylic light guide organizes source flux into wide distribution with 1.2 – 1.4 spacing criteria useful for general area illumination

LED
- Mid power LED array provide a uniform source with high efficiency and long life.
- Available in 90 CRI minimum, R9 greater than 50 and color accuracy within 3 SDCM provide color accuracy and uniformity

DRIVER
SMD 120V
- Integral 120V 50/60Hz constant current driver provides noise free operation.
- Continuous, flicker-free dimming from 100% to 5% with select leading or trailing edge 120V phase cut dimmers.
- Dimming to 5% is best assured using dimmers with low end trim adjustment. Consult dimmer manufacturer for compatibility and conditions of use. (Note some dimmers require a neutral in the wallbox.)
- Inline electrical quick connect and E26 adapter (provided) provides mains connections.

SMD 120-277V
- Integrated 120-277V 60Hz constant current driver provides noise free operation.
- SMD Universal Voltage (120-277V) configurations are recommended for use with compatible 0-10V DC low voltage dimmers only.

MOUNTING/RETENTION
- Adjustable spider plate allows for quick installation into both junction boxes and recessed housings.
- Torsion springs and friction blades included

ELECTRICAL JUNCTION BOX MOUNTING
- The SMD may be used in compatible electrical junction boxes in direct contact with insulation including spray foam insulation.
- Suitable for installation in many 3-1/2" and 4" square, octagon, and round electrical junction boxes.
  Note: SMD120-277V UNV is only compatible with junction boxes that provide minimum depth of 2-1/8".
- Installer must ensure compatibility of fit, wiring and proper mounting in the electrical junction box. This includes all applicable national and local electrical and building codes

RECESSED HOUSING MOUNTING
- May be installed in IC recessed housings in direct contact with insulation
  Note: Not for use in recessed housing in direct contact with spray foam insulation. Refer to NEMA LSD 57-2013.

Torsion Spring 5" & 6"
- Precision formed torsion spring bracket kit included
- The torsion springs adjust on the mounting plate to fit 5" or 6" compatible housings

Friction Blade 5" & 6"
- Precision formed friction blades included
- For retrofit in 5" and 6" housings without torsion springs mounting tabs.
- Friction blade design allows the SMD to be installed in any position within the housing aperture (360 degrees)

DESIGNER SKINS (SOLD SEPARATELY)
- SMD skins are accessory rings in both round and square. These skins attach to the SMD for a permanent finish. Refer to the SMD accessories specification sheet for details.
  - Matte White (Paintable)
  - Satin Nickel
  - Tuscan Bronze

WARRANTY
- Five year limited warranty, consult website for details. www.cooperlighting.com

COMPLIANCE
- cULus Certified for use with Halo housings and for use with other's housings, see instruction sheet for conditions of acceptability.
- Wet and Damp Location listed, airtight per ASTM-E283
- Suitable for use in closets, compliant with NFPA® 70, NEC® Section 410.16 (A)(3) and 410.16 (C)(5)
- EMI/RFI emissions per FCC 47CFR Part 15B
- Contains no mercury or lead and RoHS compliant.
- Photometric testing in accordance with IES LM-79-08
- Lumen maintenance projections in accordance with IES LM-80-08 andTM-21-11.
- Can be used for State of CaliforniaTitle 24 high efficacy luminaire compliance, reference the California Energy Commission Title 20 Appliance Efficiency Database for current listings.
- Can be used for International Energy Conservation Code (IECC) and high efficiency luminaire compliance
- ENERGY STAR® listed, reference database for current listings

90 CRI | nominal CCT | CRI | 3000K | 3500K | 4000K | 5000K

Refer to ENERGY STAR Certified Products List.
Can be used to comply with California Title 24 High Efficacy requirements.
Certified to California Appliance Efficiency Database under JA8.

SMD6 Series
6 inch Round and Square

SMD6R
SMD6S

6" Surface Mount Downlight

Suitable for ceiling or wall electrical junction boxes

Suitable for 5" and 6" recessed housing retrofit

Non-conductive Dead Front

COOPER Lighting Solutions

Note: For Direct mount product please refer to the SLD6-DM spec sheet.

TD518242EN
September 20, 2018 2:26 PM

SP2 POLE

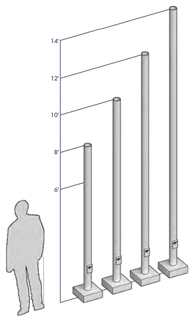
AV POLES & LIGHTING

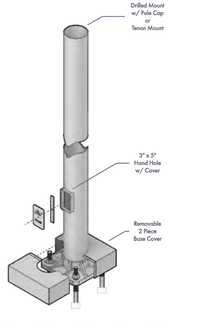
RSA 4-125

Job Name: _____ Client Name: _____
Job Location: _____ Quote: _____
Type: _____ Quote Date: _____

AV POLES & LIGHTING
43827 Division St.
Lancaster, CA 93535
Toll Free: (844) 770-AVPL
Fax: (661) 945-2764
sales@avpltg.com
www.avpltg.com

4" ROUND STRAIGHT ALUMINUM (0.125 Standard Wall)





SHAFT: One-piece extruded 6063 aluminum alloy tube heat treated to a T6 temper.

GROUNDING: Provision; 3/8-16 Threaded stud welded to inner shaft wall opposite hand hole. Flat washer and hex nut provided.

HARDWARE: S304 stainless steel

DBZ BLK WHT GRY GRN

FINISH: TGIC thermoset polyester powder coat finish is electrostatically applied at a 3.0 mil minimum thickness. A five stage metal pretreatment process and sealer provide maximum corrosion resistance. The powder top coat is baked in excess of 400 degrees for supreme endurance.

POLE SCHEDULE

CATALOG NUMBER	POLE HEIGHT	SHAFT SIZE	WALL THICKNESS	BOLT CIRCLE	ANCHOR BOLTS	MAX. FIXT. WT.	70 MPH	80 MPH	90 MPH	100 MPH
RSA-084-125	8'	Ø4"	0.125"	10.25"	3/4" x 18" x 3"	100	15.4	11.6	8.9	7.1
RSA-104-125	10'	Ø4"	0.125"	10.25"	3/4" x 18" x 3"	100	11.1	8.2	6.2	4.9
RSA-124-125	12'	Ø4"	0.125"	10.25"	3/4" x 18" x 3"	100	8.7	6.2	4.6	3.5
RSA-144-125	14'	Ø4"	0.125"	10.25"	3/4" x 18" x 3"	100	6.8	4.7	3.3	2.4

E.P.A. DATA SCHEDULE

Calculations based on sustained wind forces plus additional 1.3 mph gust.

SP1 POLE

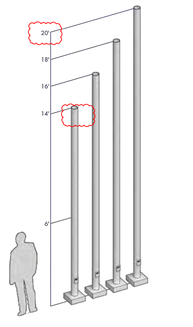
AV POLES & LIGHTING

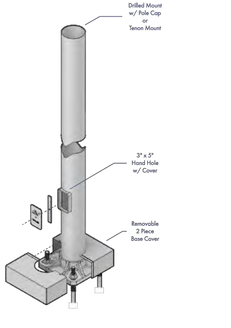
RSA 5-188

Job Name: _____ Client Name: _____
Job Location: _____ Quote: _____
Type: _____ Quote Date: _____

AV POLES & LIGHTING
43827 Division St.
Lancaster, CA 93535
Toll Free: (844) 770-AVPL
Fax: (661) 945-2764
sales@avpltg.com
www.avpltg.com

5" ROUND STRAIGHT ALUMINUM (0.188 Heavy Wall)





SHAFT: One-piece extruded 6063 aluminum alloy tube heat treated to a T6 temper.

GROUNDING: Provision; 3/8-16 Threaded stud welded to inner shaft wall opposite hand hole. Flat washer and hex nut provided.

HARDWARE: S304 stainless steel

DBZ BLK WHT GRY GRN

FINISH: TGIC thermoset polyester powder coat finish is electrostatically applied at a 3.0 mil minimum thickness. A five stage metal pretreatment process and sealer provide maximum corrosion resistance. The powder top coat is baked in excess of 400 degrees for supreme endurance.

POLE SCHEDULE

CATALOG NUMBER	POLE HEIGHT	SHAFT SIZE	WALL THICKNESS	BOLT CIRCLE	ANCHOR BOLTS	MAX. FIXT. WT.	70 MPH	80 MPH	90 MPH	100 MPH
RSA-145-188	14'	Ø5"	0.188"	11.75"	1" x 36" x 4"	250	18.3	13.6	10.5	8.5
RSA-165-188	16'	Ø5"	0.188"	11.75"	1" x 36" x 4"	200	11.9	8.7	6.8	5.6
RSA-185-188	18'	Ø5"	0.188"	11.75"	1" x 36" x 4"	200	9.7	6.9	5.4	4.3
RSA-205-188	20'	Ø5"	0.188"	11.75"	1" x 36" x 4"	200	7.8	5.4	4.2	3.3

E.P.A. DATA SCHEDULE

Calculations based on sustained wind forces plus additional 1.3 mph gust.

STUDIO LIGHTNING
63 SUNSET DR.
BAILEY, CO 80421
303.242.1572

No.	Revisions	Date
		Appr.
		Init.
		Date

pcs group
www.pcsgroup.com

LENNAR
9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

NEWLIN CROSSING FILING 1
LANDSCAPE CONSTRUCTION DOCUMENTS

SCALE: AS SHOWN
FILE NO:
DRAWN BY: JLK
CHECKED BY: JMB
DATE: FEBRUARY, 2023
SHEET NUMBER: LP3

ORDINANCE NO. 1.608, Series of 2024

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY QUIT CLAIM DEED TO LENNAR COLORADO, LLC, FOR TRACT E, NEWLIN CROSSING FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Lennar Colorado, LLC, for Tract E, Newlin Crossing Filing No. 1; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Quit Claim Deed.

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 Quit Claim Deed by the Town of Parker conveying certain property to Lennar Colorado, LLC, for Tract E, Newlin Crossing Filing No. 1, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Quit Claim Deed 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT 1

QUIT CLAIM DEED

The **TOWN OF PARKER**, a Colorado home rule municipality, Grantor, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to **LENNAR COLORADO, LLC**, a Colorado limited liability company, whose street address is 9193 Jamaica Street, 4th Floor, Englewood, Colorado 80112, County of Douglas, State of Colorado, the following real property, in the County of Douglas, State of Colorado, to wit:

TRACT E, NEWLIN CROSSING FILING NO. 1

with all its appurtenances.

Signed this _____ day of _____, 2024.

GRANTOR: TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jeff Toborg, Mayor, and Chris Vanderpool, Town Clerk, of the Town of Parker.

My commission expires: _____.

SEAL

_____
Notary Public

SUBDIVISION AGREEMENT
Newlin Crossing Filing No. 3

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Lennar Colorado, LLC, a Colorado limited liability company (the "Developer").

RECITALS

A. The Developer is the owner of certain real property located in the Town of Parker known as Newlin Crossing Filing No. 3, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on June 20, 2016, which was recorded at Reception No. 2016039997, and amended by that First Amendment to Annexation Agreement dated June 6, 2022, which was recorded at Reception No. 2022040974, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and

materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Compliance with Endangered Species Act. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq*., as amended, or with any other applicable federal, state or local laws and regulations.

b. Streetscape Improvements. Prior to probationary acceptance of all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents for the Property (the "Public Improvements"), the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Landscape Improvements. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the

Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. School In-Lieu Fee. Prior to recordation of the final plat, the Developer shall pay to the Douglas County School District RE-1 (the "School District") a fee in lieu of land dedication for the benefit of the School District and its students, as more particularly described in the Annexation Agreement ("In-Lieu Fee"). The Developer shall pay to the School District the In-Lieu Fee in the amount of Two Thousand Eight Hundred Sixty-Six and 50/100 Dollars ($2,866.50) for each single-family residential lot created by the development plat, which amount shall increase annually, commencing on the date the Annexation Agreement was recorded, June 22, 2016, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

e. School Mitigation Fee. Prior to the issuance of each building permit for the applicable dwelling unit(s) within the Property, the Developer shall pay to the School District a school mitigation fee of One Thousand Nine Hundred Twenty-Three and 00/100 Dollars ($1,923.00) for each residential dwelling unit.

f. Conveyance of Open Space Tracts. At the time of recordation of the final plat, the Developer shall convey the open space tracts (Tracts A, B, C, E, F, I, Q and T on the final plat (the "Open Space Tracts")) to the Stonegate Village Metropolitan District ("SVMD") by special warranty deed free and clear of all liens and encumbrances and taxes, as eight (8) separate parcels.

g. Conveyance of Tracts K and P. The Developer shall convey the Tracts K and P to the Town by special warranty deed free and clear of all liens and encumbrances and taxes, as two (2) separate parcels, upon the Town's issuance of final acceptance for the Newlin Gulch Trail.

h. Newlin Gulch Trail. Prior to the issuance of any building permits for single-family residential units or the issuance of a certificate of occupancy, temporary or otherwise, for any commercial or multifamily units, the Developer shall construct and receive probationary acceptance for the Newlin Gulch Trail within Tracts K and P, as generally shown in **Exhibit G**, in accordance with Paragraph 6.a.i. of the Annexation Agreement and this Agreement, and such trail shall be inspected and approved by the Town. The Developer shall construct Newlin Gulch Trail contemporaneously with the Public Improvements.

i. Stonegate Trail Connection. Prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units, the Developer shall construct the Stonegate Trail Connection, as generally shown on **Exhibit H**, in accordance with Paragraph 6.a.ii of the Annexation Agreement and this Agreement, and have such trail connection inspected and approved by the Town, SVMD, and Douglas County. That portion of the Stonegate Trail Connection that is within Douglas County must be inspected and approved by Douglas

County, and that portion of the Stonegate Trail Connection that is within the Town's corporate boundaries must be inspected and approved by the Town. SVMD must inspect and approve the full Stonegate Trail Connection. The Developer shall construct Stonegate Trail Connection contemporaneously with the Public Improvements. The Developer shall convey the Stonegate Trail Connection to SVMD for ownership and maintenance.

j. Chambers Road. Prior to the issuance of any building permits for single-family residential units or the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units, the Developer shall pay to the Town One Million Three Hundred Sixty-Eight Thousand Four Hundred Seventeen Dollars and Ninety Cents ($1,368,417.90), which amount is reimbursement to Douglas County for the construction of Chambers Road adjacent to the Property.

k. Chambers Road and West Parker Road Traffic Signal. Prior to the issuance of any building permits for single-family residential units or the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units, the Developer shall pay to the Town Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars ($212,500.00), which amount is twenty five percent (25%) of the cost to design and construct a traffic signal at the intersection of Chambers Road and West Parker Road.

l. Conditional Letter of Map Revision (CLOMR). No construction shall occur within Newlin Gulch or the associated floodplain, as depicted on the final plat, until the Conditional Letter of Map Revision for the proposed improvements is approved by FEMA, with the exception a temporary crossing of the gulch for construction vehicles, as approved by the Town.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

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

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

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

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

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

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

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately

maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

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

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before September 1, 2025 and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

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

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

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be

subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

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

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

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

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

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the

authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

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

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

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

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

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

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

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

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties. Amendments to this Agreement may be processed administratively by the Town.

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

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

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

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

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

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

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

below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town:	Town of Parker Attn: Director of Engineering/Public Works 20120 E. Mainstreet Parker, Colorado 80138
With copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
Notice to Developer:	Kent Pedersen, Vice President Lennar Colorado, LLC 9193 S. Jamaica St Englewood, Co 80112

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

26. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

27. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

28. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

[*Remainder of the page intentionally left blank*]

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney's Office

DEVELOPER: LENNAR COLORADO, LLC.

By: _____
Kent Pedersen, Vice President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Kent Pedersen, as Vice President of Lennar Colorado, LLC.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Newlin Gulch Trail
Exhibit H	Stonegate Trail Connection

EXHIBIT A

NEWLIN CROSSING FILING NO. 3. A REPLAT OF TRACTS A, B, D, E, G, H, I, N AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, DOUGLAS COUNTY, COLORADO.

EXHIBIT B

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 8

TOTAL ACREAGE = 43.089 ACRES, 85 LOTS, 16 TRACTS

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF NEWLIN CROSSING FILING NO. 3.

RIGHTS- OF-WAY:

ALL PUBLIC STREETS AND RIGHTS- OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

UTILITY EASEMENTS:

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, CABLE COMMUNICATION SYSTEMS, FIBER, AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).

DRAINAGE AND STORMWATER:

DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIGHT EASEMENTS:

THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/ OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. SHOULD THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE TOWN MAY PERFORM OR CAUSE TO BE PERFORMED THE NECESSARY MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

SIDEWALKS:

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN HEREON, WHICH SIDEWALKS SHALL REMAIN OPEN FOR PUBLIC USE. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE ADJACENT PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE SIDEWALKS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALKS, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____
SIGNATURE

BY: _____

AS _____ OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

ATTEST:

_____
SECRETARY

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____. BY _____ AS _____

_____ OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

OWNER
TOWN OF PARKER.

_____
MAYOR

BY: _____

ATTEST _____

ATTEST:

_____
SECRETARY

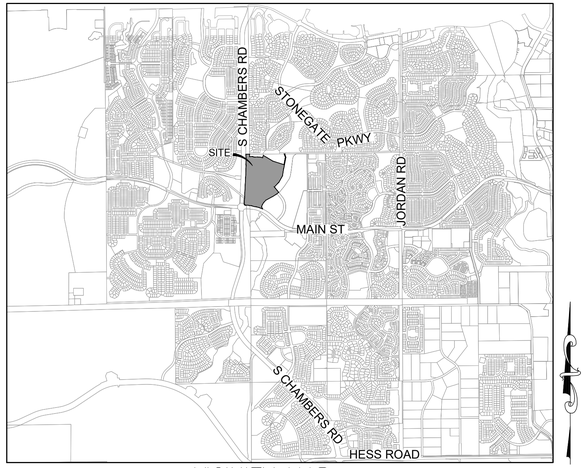
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____. BY _____ AS _____

_____ OF TOWN OF PARKER.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____



VICINITY MAP
SCALE: 1" = 2500'

OWNER

98 W. PARKER LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

BY: LSP INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: _____
JOHN W. SEGELKE, MANAGER

STATE OF COLORADO)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____
BY JOHN W. SEGELKE, AS MANAGER OF LSP INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AS GENERAL PARTNER OF 98 W. PARKER, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

UTILITY EASEMENT ACKNOWLEDGEMENT:

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

SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	LEGAL DESCRIPTION, NOTES & TRACT TABLE
SHEET 3	EXISTING CONDITIONS
SHEET 4	OVERALL SHEET
SHEET 5	PLAT SHEETS
SHEET 6	PLAT SHEETS
SHEET 7	PLAT SHEETS
SHEET 8	VACATION SHEET

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON MAY 12, 2022

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

APPROVAL OF TOWN COUNCIL:

TRACTS A, B, D, E, G, H, I, N AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F, AND L, OF NEWLIN CROSSING FILING NO. 2 ARE HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLATS RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2019075199 AND 2023033838.

TRACTS C & L IN THEIR ENTIRETY AS SHOWN ON THE PLAT OF NEWLIN CROSSING FILING NO. 2, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION # 2023033838 IS HEREBY VACATED THIS _____ DAY OF _____, 20_____.

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

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

_____
MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS SHOWN IN TITLE PROPERTY INFORMATION BINDER ORDER **NO. RND70837874.**

_____
SIGNATURE

BY: _____

AS: _____ OF LAND TITLE GUARANTEE COMPANY.

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

AS _____ OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION:

I, MICHAEL J. PARK, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF NEWLIN CROSSING FILING NO. 3 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20_____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PLAT AND THE SURVEY THEREOF.

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

_____
MICHAEL J. PARK, PLS NO. 38864
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO 3 - COVER.DWG, MJPARK, 5/15/2024 4:18 PM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 8

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P, NEWLIN CROSSING FILING NO. 1 AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2019075199, AND TRACTS C, F AND L, NEWLIN CROSSING FILING NO. 2, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NUMBER 2023033838, LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20, MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "2008 T6S R66W 18/17/19/20 LS 10717", FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 20, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "ATWELL T6S R66W ¼ S17/S20 2016 PLS 29430", IS ASSUMED TO BEAR NORTH 89°38'10" EAST, 2665.57 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO. SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID TRACT E, NEWLIN CROSSING FILING NO. 1;

THENCE SOUTH 00°30'33" EAST, A DISTANCE OF 83.81 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT E, NEWLIN CROSSING FILING NO. 1, TO THE NORTHWESTERLY MOST CORNER OF TRACT F, OF SAID NEWLIN CROSSING FILING NO. 2;

THENCE THE FOLLOWING SEVENTEEN (17) COURSES TO FOLLOW THE NORTH AND EAST BOUNDARIES OF SAID TRACT F, NEWLIN CROSSING FILING NO. 2;

1. NORTH 89°38'07" EAST, A DISTANCE OF 103.06 FEET;
2. SOUTH 70°20'24" EAST, A DISTANCE OF 47.90 FEET;
3. NORTH 89°38'07" EAST, A DISTANCE OF 135.00 FEET;
4. SOUTH 88°53'45" EAST, A DISTANCE OF 53.68 FEET;
5. SOUTH 82°31'35" EAST, A DISTANCE OF 59.08 FEET;
6. SOUTH 75°30'22" EAST, A DISTANCE OF 59.08 FEET;
7. NORTH 18°00'14" EAST, A DISTANCE OF 85.45 FEET;
8. SOUTH 58°35'01" EAST, A DISTANCE OF 375.02 FEET;
9. SOUTH 71°49'48" EAST, A DISTANCE OF 419.97 FEET;
10. NORTH 11°08'53" EAST, A DISTANCE OF 258.21 FEET;
11. NORTH 17°17'08" WEST, A DISTANCE OF 127.19 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;
12. NORTH 89°38'10" EAST, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 20.91 FEET;
13. DEPARTING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, SOUTH 17°17'08" EAST, A DISTANCE OF 126.17 FEET;
14. SOUTH 11°08'53" WEST, A DISTANCE OF 397.16 FEET;
15. SOUTH 09°47'43" WEST, A DISTANCE OF 271.52 FEET;
16. SOUTH 30°10'40" WEST, A DISTANCE OF 252.05 FEET;
17. SOUTH 44°04'08" WEST, A DISTANCE OF 222.19 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT F, SAID POINT ALSO BEING THE SOUTHWESTERLY MOST CORNER OF TRACT J, NEWLIN CROSSING FILING NO. 2, AND BEING A POINT OF NON-TANGENTIAL CURVATURE;

THENCE THE FOLLOWING TWO (2) COURSES TO FOLLOW THE SOUTH BOUNDARY OF SAID TRACT J, NEWLIN CROSSING FILING NO. 2;

1. DEPARTING THE BOUNDARY OF SAID TRACT F, SOUTHEASTERLY, A DISTANCE OF 32.29 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 1°54'26", A CHORD BEARING OF SOUTH 39°44'20" EAST, AND A CHORD LENGTH OF 32.29 FEET TO A POINT OF TANGENCY;
2. SOUTH 38°47'07" EAST, A DISTANCE OF 211.62 FEET, TO A POINT BEING A NORTHERLY EXTENSION OF THE EASTERLY LINE OF TRACT I, NEWLIN CROSSING, FILING NO. 1;

THENCE DEPARTING THE SOUTH BOUNDARY OF SAID TRACT J, NEWLIN CROSSING FILING NO. 2, SOUTH 52°21'14" WEST, A DISTANCE OF 114.72 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT I, AND AN EXTENSION THEREOF, TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT I;

THENCE THE FOLLOWING SIX (6) COURSES TO FOLLOW THE EASTERLY BOUNDARY OF SAID TRACT I;

1. SOUTH 58°22'59" WEST, A DISTANCE OF 149.05 FEET;
2. SOUTH 62°05'08" WEST, A DISTANCE OF 254.30 FEET;
3. SOUTH 44°42'30" WEST, A DISTANCE OF 111.76 FEET;
4. SOUTH 31°56'30" WEST, A DISTANCE OF 101.90 FEET;
5. SOUTH 19°17'14" WEST, A DISTANCE OF 72.23 FEET;
6. SOUTH 24°23'52" EAST, A DISTANCE OF 87.73 FEET, TO THE SOUTHERLY BOUNDARY OF SAID NEWLIN CROSSING FILING NO. 1, BEING A POINT OF NON-TANGENTIAL CURVATURE;

THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG THE SOUTHERLY, WESTERLY, AND NORTHERLY BOUNDARIES OF SAID NEWLIN CROSSING FILING NO. 1;

1. NORTHWESTERLY, A DISTANCE OF 246.18 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 11°11'41", A CHORD BEARING OF NORTH 70°53'37" WEST, AND A CHORD LENGTH OF 245.79 FEET TO A POINT OF NON-TANGENCY;
2. SOUTH 13°30'36" WEST, A DISTANCE OF 5.23 FEET;
3. NORTH 78°45'29" WEST, A DISTANCE OF 97.72 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
4. NORTHWESTERLY, A DISTANCE OF 14.30 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 10°30'15", A CHORD BEARING OF NORTH 73°30'13" WEST, AND A CHORD LENGTH OF 14.28 FEET TO A POINT OF TANGENCY;
5. NORTH 68°15'05" WEST, A DISTANCE OF 28.82 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
6. NORTHWESTERLY, A DISTANCE OF 30.30 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 15°05'46", A CHORD BEARING OF NORTH 75°23'53" WEST, AND A CHORD LENGTH OF 30.21 FEET TO A POINT OF TANGENCY;
7. NORTH 82°56'46" WEST, A DISTANCE OF 94.80 FEET TO A POINT OF CURVATURE;
8. NORTHWESTERLY, A DISTANCE OF 51.85 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 04°57'05", A CHORD BEARING OF NORTH 85°25'20" WEST, AND A CHORD LENGTH OF 51.83 FEET;

LEGAL DESCRIPTION (CONTINUED):

9. NORTH 87°53'52" WEST, A DISTANCE OF 41.07 FEET TO A POINT OF CURVATURE;
10. NORTHWESTERLY, A DISTANCE OF 97.67 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 90°59'35", A CHORD BEARING OF NORTH 42°24'04" WEST, AND A CHORD LENGTH OF 87.72 FEET;
11. NORTH 03°05'44" EAST, A DISTANCE OF 899.47 FEET TO A POINT OF CURVATURE;
12. NORTHEASTERLY, A DISTANCE OF 665.06 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10080.00 FEET, A DISTANCE OF 665.06 FEET, A CENTRAL ANGLE OF 03°46'49", A CHORD BEARING OF NORTH 01°12'20" EAST, AND A CHORD LENGTH OF 664.94 FEET;
13. NORTH 00°41'05" WEST, A DISTANCE OF 152.92 FEET, TO THE NORTHWESTERLY MOST CORNER OF TRACT E, NEWLIN CROSSING FILING NO. 1;
14. NORTH 88°20'40" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT E, A DISTANCE OF 128.55 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,876,949 SQUARE FEET OR 43.089 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE **ORDER NO. RND70837874** ISSUED BY LAND TITLE GUARANTEE COMPANY AND HAVING AN EFFECTIVE DATE OF **MAY 03, 2024 AT 5:00 P.M.**
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 20 BY A NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "2008 T6S R66W 18/17/19/20 LS 10717" FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 20, BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED, "ATWELL T6S R66W 1/4 S17/S20 2016 PLS 29430," IS ASSUMED TO BEAR NORTH 89°38'10" EAST A DISTANCE OF 2665.57 FEET.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08035C0068H, REVISED DECEMBER 02, 2021, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE AE, AN AREA WITHIN REGULATORY FLOODWAY.
6. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
7. TRACTS D, G, H, AND S ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE NEWLIN CROSSING CONSTRUCTION PLANS.
8. TRACTS A, C, E, F, I, J, P, Q AND T ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF NEWLIN CROSSING PRELIMINARY PLAN.
9. THE PUBLIC RIGHT-OF-WAY DEDICATED WITH NEWLIN CROSSING FILING NO. 2 VIA TRACT L AND TRACT C, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2023033838, ARE HEREBY VACATED BY THIS PLAT AS SHOWN ON SHEET 8.
10. WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
11. THE UTILITY EASEMENTS DEDICATED WITHIN TRACTS A, B, C, E, F, Q AND T OF THIS SUBDIVISION ARE TO PROVIDE UTILITY PROVIDERS ACCESS TO THE REAR AND SIDE YARD UTILITY EASEMENT ON THE ADJACENT RESIDENTIAL LOTS. THESE ACCESS EASEMENTS SHALL BE USED FOR UTILITY PROVIDER ACCESS ONLY.
12. TRACTS A, B, C, E, F, I, Q, AND T ARE INTENDED TO BE CONVEYED TO THE STONEGATE VILLAGE METRO DISTRICT VIA SEPARATE INSTRUMENT.
13. THERE ARE A TOTAL OF 85 LOTS AND 16 TRACTS IN NEWLIN CROSSING FILING NO. 3.
14. EASEMENT FOR THE TRAIL UNDER W. PARKER ROAD ALLOWS THE TOWN OF PARKER MAINTENANCE ACCESS TO THE TRAIL.
15. A PORTION OF TRACTS A, B, D, & E, AS DEPICTED ON THE FINAL PLAT OF NEWLIN CROSSING FILING NO. 1, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2019075199, AND A PORTION OF TRACTS C, F, AND L, NEWLIN CROSSING FILING NO. 2, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2023033838, ARE HEREBY DEDICATED TO THE TOWN OF PARKER AS PUBLIC RIGHT-OF-WAY.

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	33,348 S.F.	0.766 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	SVMD*	SVMD*
B	79,645 S.F.	1.828 AC	PARK / DRAINAGE	SVMD*	SVMD*
C	12,346 S.F.	0.283 AC	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	SVMD*	SVMD*
D	28,952 S.F.	0.665 AC	UNBUILDABLE / FUTURE COMMERCIAL	TOWN OF PARKER	TOWN OF PARKER
E	2,300 S.F.	0.053 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*
F	3,328 S.F.	0.076 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*
G	59,960 S.F.	1.376 AC	UNBUILDABLE / FUTURE COMMERCIAL	98 W PARKER, LLLP	98 W PARKER, LLLP
H	404,786 S.F.	9.293 AC	UNBUILDABLE / FUTURE COMMERCIAL	98 W PARKER, LLLP	98 W PARKER, LLLP
I	194,933 S.F.	4.475 AC	OPEN SPACE / DRAINAGE / UTILITIES	SVMD*	SVMD*
J	9,561 S.F.	0.219 AC	OPEN SPACE / FUTURE REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	TOWN OF PARKER
K	32,454 S.F.	0.745 AC	PARK / REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	NCMD**
P	18,834 S.F.	0.432 AC	OPEN SPACE / REGIONAL TRAIL / DRAINAGE	TOWN OF PARKER	NCMD**
Q	1,291 S.F.	0.030 AC	OPEN SPACE / DRAINAGE / SIDEWALK / UTILITIES	SVMD*	SVMD*
R	323,345 S.F.	7.423 AC	ROAD RIGHT OF WAY	TOWN OF PARKER	TOWN OF PARKER
S	148,408 S.F.	3.407 AC	UNBUILDABLE / FUTURE COMMERCIAL	TOWN OF PARKER	TOWN OF PARKER
T	27,131 S.F.	0.623 AC	OPEN SPACE / UTILITIES / SIDEWALK	SVMD*	SVMD*

*STONEGATE VILLAGE METROPOLITAN DISTRICT
**NEWLIN CROSSING METROPOLITAN DISTRICT

LAND USE SUMMARY CHART

TYPE	SQ. FT.	NET AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	496,327 S.F.	11.395 AC	26.44%
FUTURE COMMERCIAL	642,106 S.F.	14.741 AC	34.21%
OPEN SPACE AREAS	303,072 S.F.	6.957 AC	16.15%
PARK LAND	112,099 S.F.	2.573 AC	5.97%
ROAD RIGHT OF WAY (TRACT R)	323,345 S.F.	7.423 AC	17.23%
TOTAL	1,876,949 S.F.	43.089 AC	100%

NEWLIN CROSSING FILING NO. 3 MIN, MAX, AND AVERAGE LOT SIZE

TYPE	SQ. FT.	AREA
85 TOTAL LOTS		
MINIMUM LOT SIZE	4,849 S.F.	0.111 AC.
MAXIMUM LOT SIZE	9,045 S.F.	0.208 AC.
AVERAGE LOT SIZE	5,839 S.F.	0.134 AC.

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
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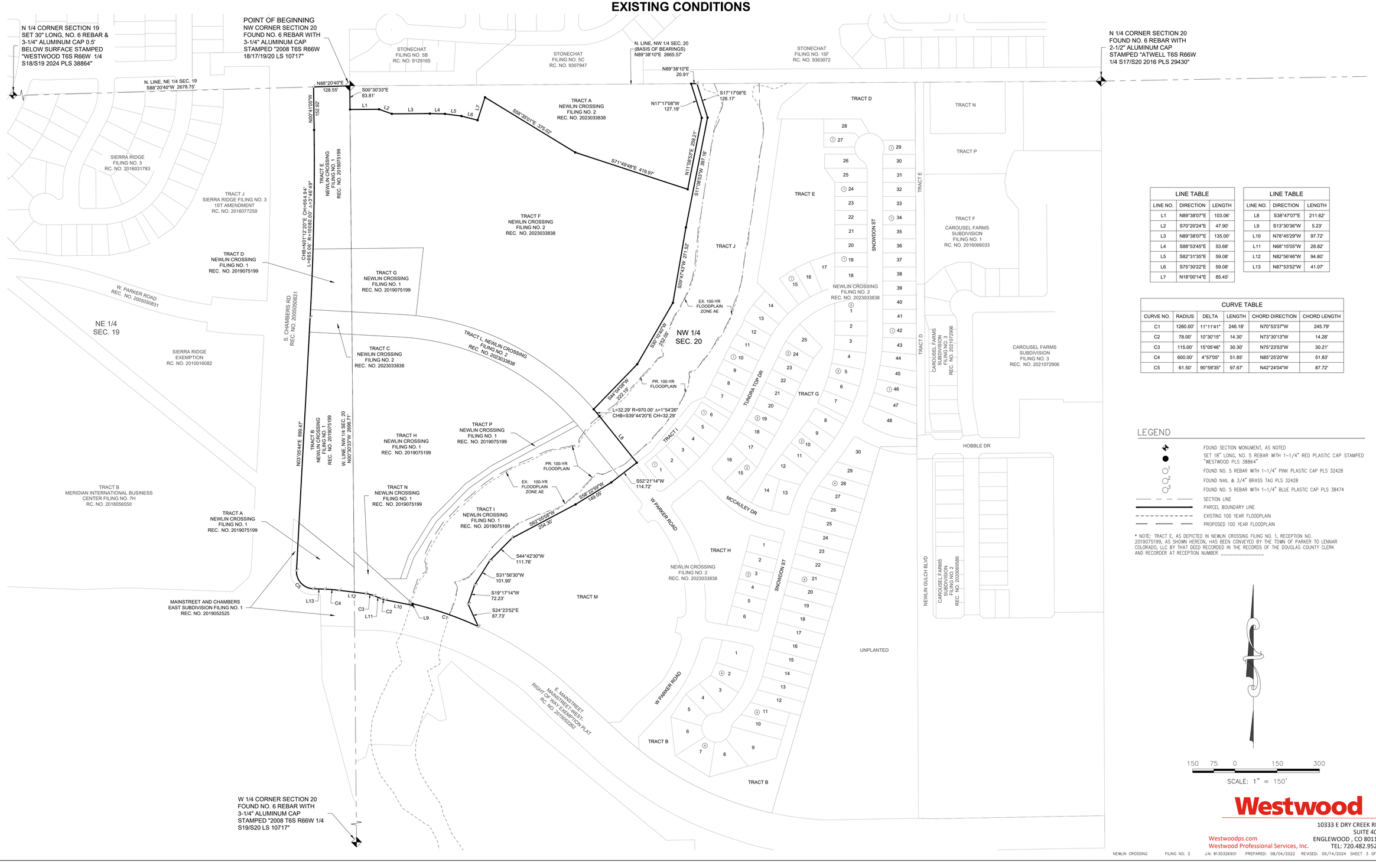
NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

SHEET 3 OF 8

EXISTING CONDITIONS



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°38'07"E	103.06'
L2	S70°20'24"E	47.90'
L3	N89°38'07"E	135.00'
L4	S88°53'45"E	53.68'
L5	S82°31'35"E	59.08'
L6	S75°30'22"E	59.08'
L7	N18°00'14"E	85.45'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S38°47'07"E	211.62'
L9	S13°30'36"W	5.23'
L10	N78°45'29"W	97.72'
L11	N68°15'05"W	28.82'
L12	N82°56'46"W	94.80'
L13	N87°53'52"W	41.07'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1260.00'	11°11'41"	246.18'	N70°53'37"W	245.79'
C2	78.00'	10°30'15"	14.30'	N73°30'13"W	14.28'
C3	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C4	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
C5	61.50'	90°59'35"	97.67'	N42°24'04"W	87.72'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG, NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "WESTWOOD PLS 38864"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND NAIL & 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- SECTION LINE
- PARCEL BOUNDARY LINE
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

* NOTE: TRACT E, AS DEPICTED IN NEWLIN CROSSING FILING NO. 1, RECEPTION NO. 2019075199, AS SHOWN HEREON, HAS BEEN CONVEYED BY THE TOWN OF PARKER TO LENNAR COLORADO, LLC BY THAT DEED RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER _____.

150 75 0 150 300

SCALE: 1" = 150'

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

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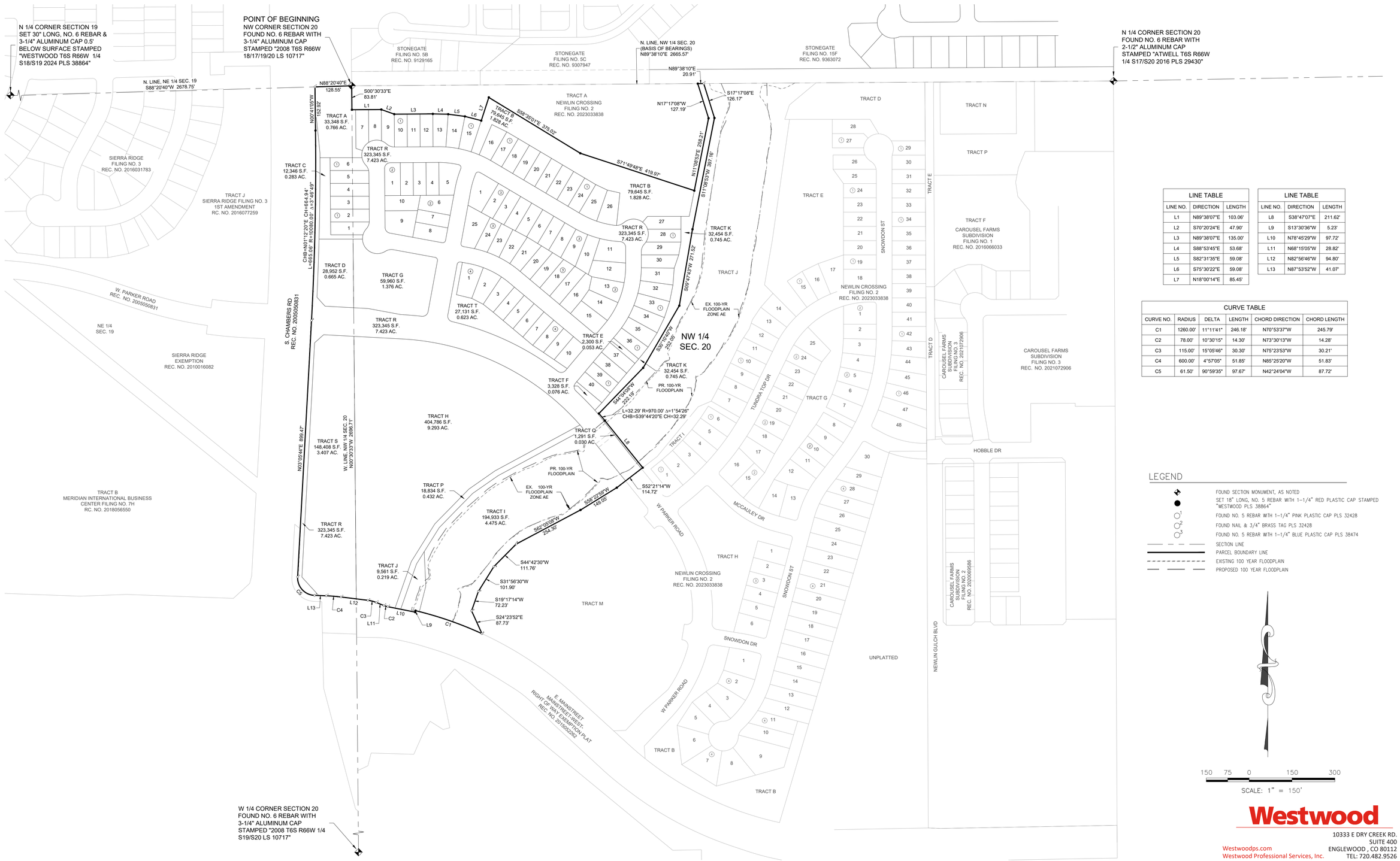
NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



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CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1260.00'	11°11'41"	246.18'	N70°53'37"W	245.79'
C2	78.00'	10°30'15"	14.30'	N73°30'13"W	14.28'
C3	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C4	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
C5	61.50'	90°59'35"	97.67'	N42°24'04"W	87.72'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET 18" LONG, NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "WESTWOOD PLS 38864"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND NAIL & 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- SECTION LINE
- PARCEL BOUNDARY LINE
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

150 75 0 150 300

SCALE: 1" = 150'

Westwood
10333 E DRY CREEK RD.
SUITE 400
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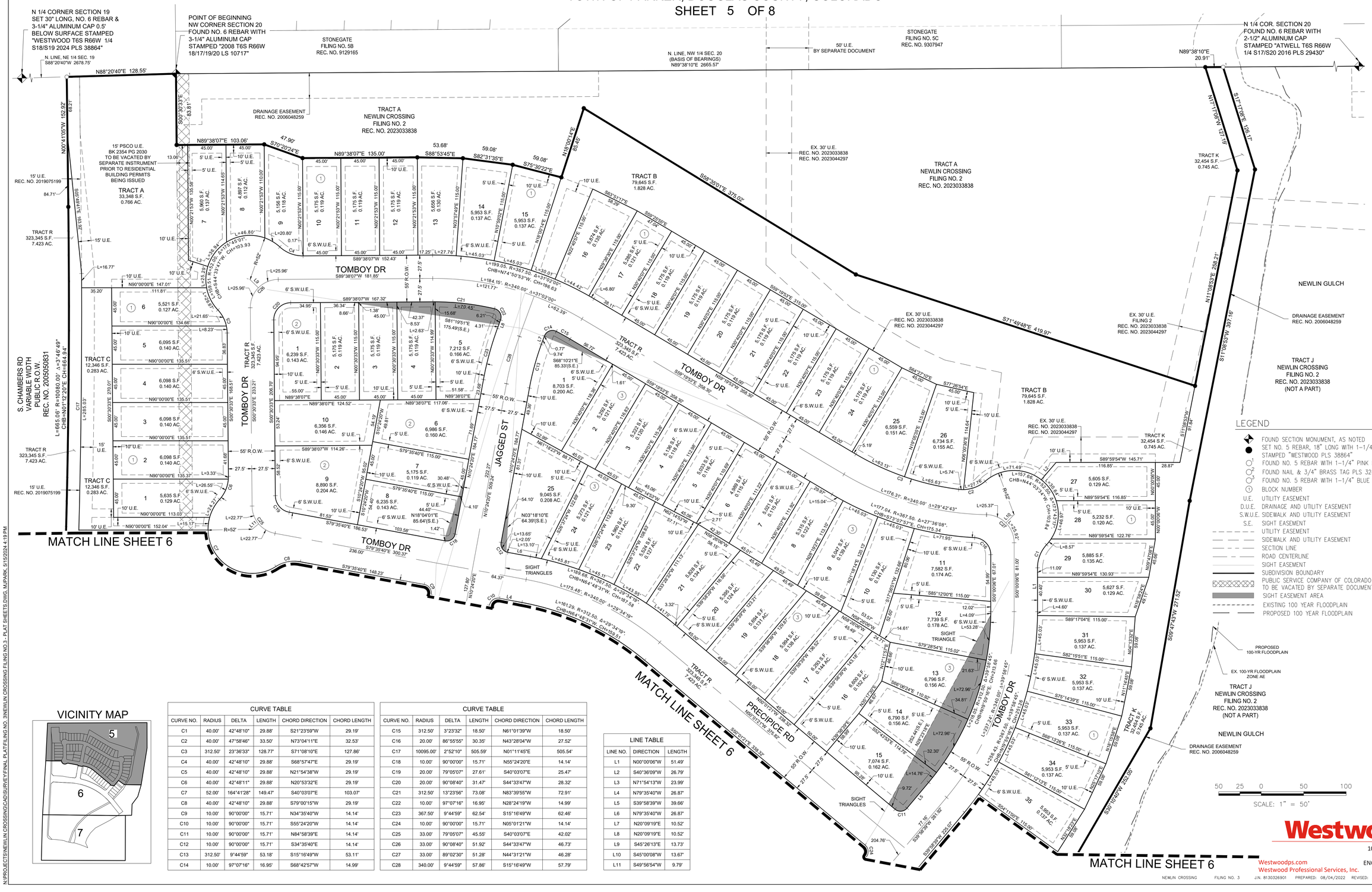
Westwood Professional Services, Inc.
TEL: 720.482.9526

N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - OVERALL DWG, MJPARK, 5/15/2024 4:18 PM

NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



VICINITY MAP

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	40.00'	42°48'10"	29.88'	S21°23'59"W	29.19'
C2	40.00'	47°58'46"	33.50'	N73°04'11"E	32.53'
C3	312.50'	23°36'33"	128.77'	S71°08'10"E	127.86'
C4	40.00'	42°48'10"	29.88'	S68°57'47"E	29.19'
C5	40.00'	42°48'10"	29.88'	N21°54'38"W	29.19'
C6	40.00'	42°48'11"	29.88'	N20°53'32"E	29.19'
C7	52.00'	164°41'28"	149.47'	S40°03'07"E	103.07'
C8	40.00'	42°48'10"	29.88'	S79°00'15"W	29.19'
C9	10.00'	90°00'00"	15.71'	N34°35'40"W	14.14'
C10	10.00'	90°00'00"	15.71'	S55°24'20"W	14.14'
C11	10.00'	90°00'00"	15.71'	N84°58'39"E	14.14'
C12	10.00'	90°00'00"	15.71'	S34°35'40"E	14.14'
C13	312.50'	9°44'59"	53.18'	S15°16'49"W	53.11'
C14	10.00'	97°07'16"	16.95'	S68°42'57"W	14.99'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C15	312.50'	3°23'32"	18.50'	N61°01'39"W	18.50'
C16	20.00'	86°55'55"	30.35'	N43°28'04"W	27.52'
C17	10095.00'	2°52'10"	505.59'	N01°11'45"E	505.54'
C18	10.00'	90°00'00"	15.71'	N55°24'20"E	14.14'
C19	20.00'	79°05'07"	27.61'	S40°03'07"E	25.47'
C20	20.00'	90°08'40"	31.47'	S44°33'47"W	28.32'
C21	312.50'	13°23'56"	73.08'	N83°39'55"W	72.91'
C22	10.00'	97°07'16"	16.95'	N28°24'19"W	14.99'
C23	367.50'	9°44'59"	62.54'	S15°16'49"W	62.46'
C24	10.00'	90°00'00"	15.71'	N05°01'21"W	14.14'
C25	33.00'	79°05'07"	45.55'	S40°03'07"E	42.02'
C26	33.00'	90°08'40"	51.92'	S44°33'47"W	46.73'
C27	33.00'	89°02'30"	51.28'	N44°31'21"W	46.28'
C28	340.00'	9°44'59"	57.86'	S15°16'49"W	57.79'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'06"W	51.49'
L2	S40°36'09"W	26.79'
L3	N71°54'13"W	23.99'
L4	N79°35'40"W	26.87'
L5	S39°58'39"W	39.66'
L6	N79°35'40"W	26.87'
L7	N20°09'19"E	10.52'
L8	N20°09'19"E	10.52'
L9	S45°26'13"E	13.73'
L10	S45°00'08"W	13.67'
L11	S49°56'54"W	9.79'

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR, 18" LONG WITH 1-1/4" RED PLASTIC CAP STAMPED "WESTWOOD PLS 38864"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP PLS 32428
- FOUND NAIL & 3/4" BRASS TAG PLS 32428
- FOUND NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP PLS 38474
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- D.U.E. DRAINAGE AND UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- S.E. SIGHT EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SIGHT EASEMENT
- SUBDIVISION BOUNDARY
- PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT TO BE VACATED BY SEPARATE DOCUMENT
- SIGHT EASEMENT AREA
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

Westwood
10333 E DRY CREEK RD.
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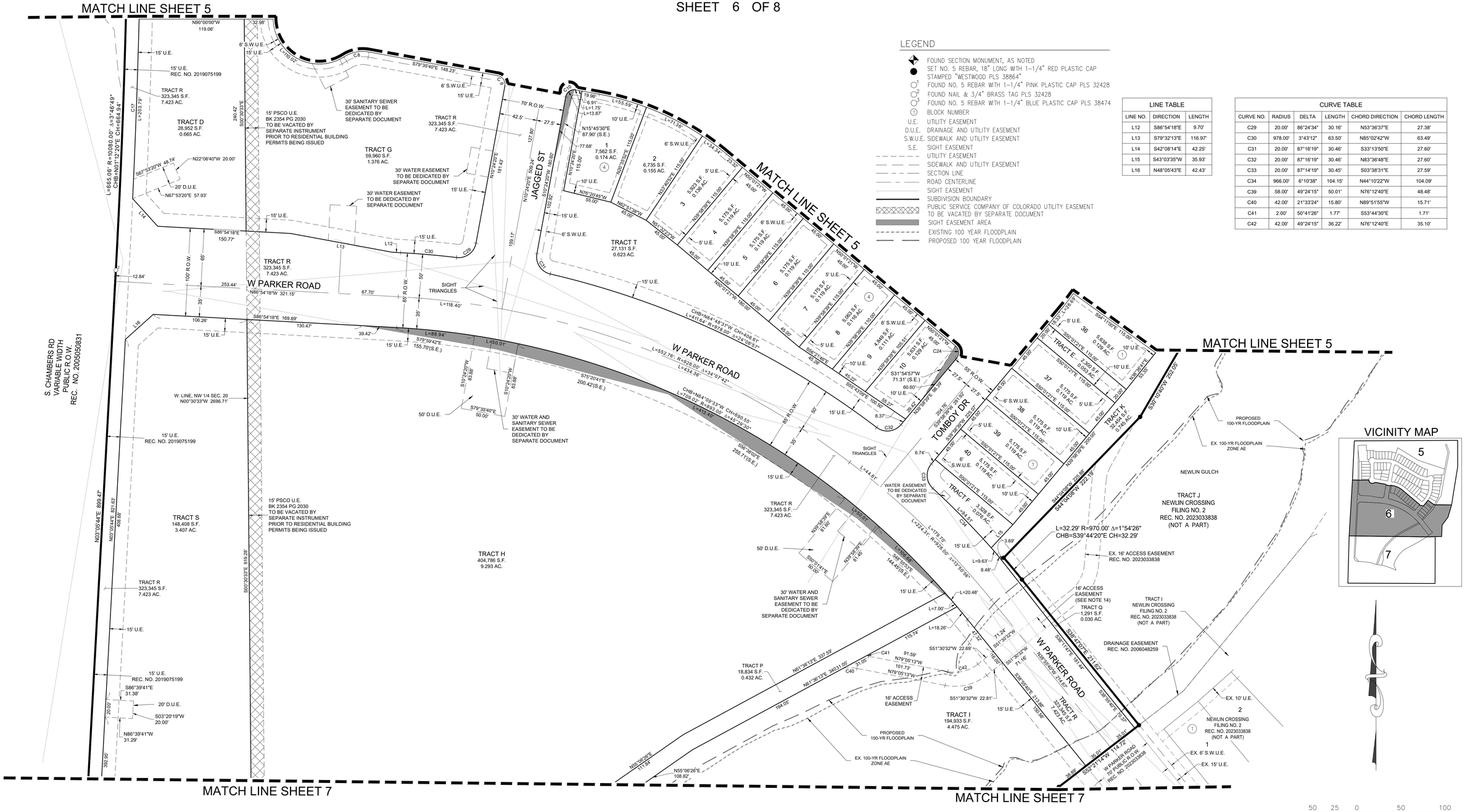
NEWLIN CROSSING FILING NO. 3

A REPLAT OF TRACTS A, B, D, E, G, H, I, N, AND P OF NEWLIN CROSSING FILING NO. 1 AND TRACTS C, F AND L OF NEWLIN CROSSING FILING NO. 2,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 20, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 8


MATCH LINE SHEET 5
MATCH LINE SHEET 7
MATCH LINE SHEET 5
MATCH LINE SHEET 7
S. CHAMBERS RD
VARIABLE WIDTH
PUBLIC R.O.W.
REC. NO. 2005050831
W PARKER ROAD
W PARKER ROAD
JAGGED ST
TOMBOY DR
TRACT D
28,952 S.F.
0.665 AC.
TRACT R
323,345 S.F.
7.423 AC.
TRACT G
59,960 S.F.
1.376 AC.
TRACT T
27,131 S.F.
0.623 AC.
TRACT E
2,560 S.F.
0.059 AC.
TRACT K
20,454 S.F.
0.470 AC.
TRACT F
3,928 S.F.
0.090 AC.
TRACT S
148,408 S.F.
3.407 AC.
TRACT H
404,786 S.F.
9.293 AC.
TRACT P
18,834 S.F.
0.432 AC.
TRACT I
194,933 S.F.
4.475 AC.
TRACT J
NEWLIN CROSSING
FILING NO. 2
REC. NO. 2023033838
(NOT A PART)
TRACT Q
1,291 S.F.
0.030 AC.
NEWLIN GULCH
30' SANITARY SEWER EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
30' WATER EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
30' WATER AND SANITARY SEWER EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
15' PSCO U.E. BK 2354 PG 2030 TO BE VACATED BY SEPARATE INSTRUMENT PRIOR TO RESIDENTIAL BUILDING PERMITS BEING ISSUED
SIGHT TRIANGLES
WATER EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
16' ACCESS EASEMENT
16' ACCESS EASEMENT (SEE NOTE 14)
EX. 16' ACCESS EASEMENT REC. NO. 2023033838
DRAINAGE EASEMENT REC. NO. 2006048259
PROPOSED 100-YR FLOODPLAIN
EX. 100-YR FLOODPLAIN ZONE AE
EX. 10' U.E.
EX. 6' S.W.U.E.
EX. 15' U.E.
W PARKER ROAD 78' PUBLIC R.O.W. REC. NO. 2023033838
NEWLIN CROSSING FILING NO. 2 REC. NO. 2023033838 (NOT A PART)
L=665.06' R=10,060.00' Δ=3°46'49" CHB=N01°12'20"E CH=664.94'
L=32.29' R=970.00' Δ=1°54'26" CHB=S39°44'20"E CH=32.29'
L=118.40'
L=88.94'
L=50.01'
L=552.76' R=926.00' Δ=34°07'42" L=433.36' CHB=N64°09'33"W CH=890.55'
L=708.02' R=957.00' Δ=42°23'10" L=415.47' CHB=N64°48'31"W CH=406.61'
L=411.64' R=978.00' Δ=24°06'57"
L=552.59'
L=71.35'
L=34.34'
L=44.61'
L=400.68'
L=172.70'
L=224.31' R=933.00' Δ=13°46'56"
L=20.48'
L=7.00'
L=18.26'
L=9.63'
L=3.69'
L=98.51'
L=44.95'
L=117.74'
L=91.59'
L=101.73'
L=22.69'
L=22.81'
L=71.24'
L=71.16'
L=213.98'
L=214.67'
L=211.62'
L=114.69'
L=115.00'
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L=151.00'
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L=153.00'
L=154.00'

NEWLIN CROSSING FILING NO. 3

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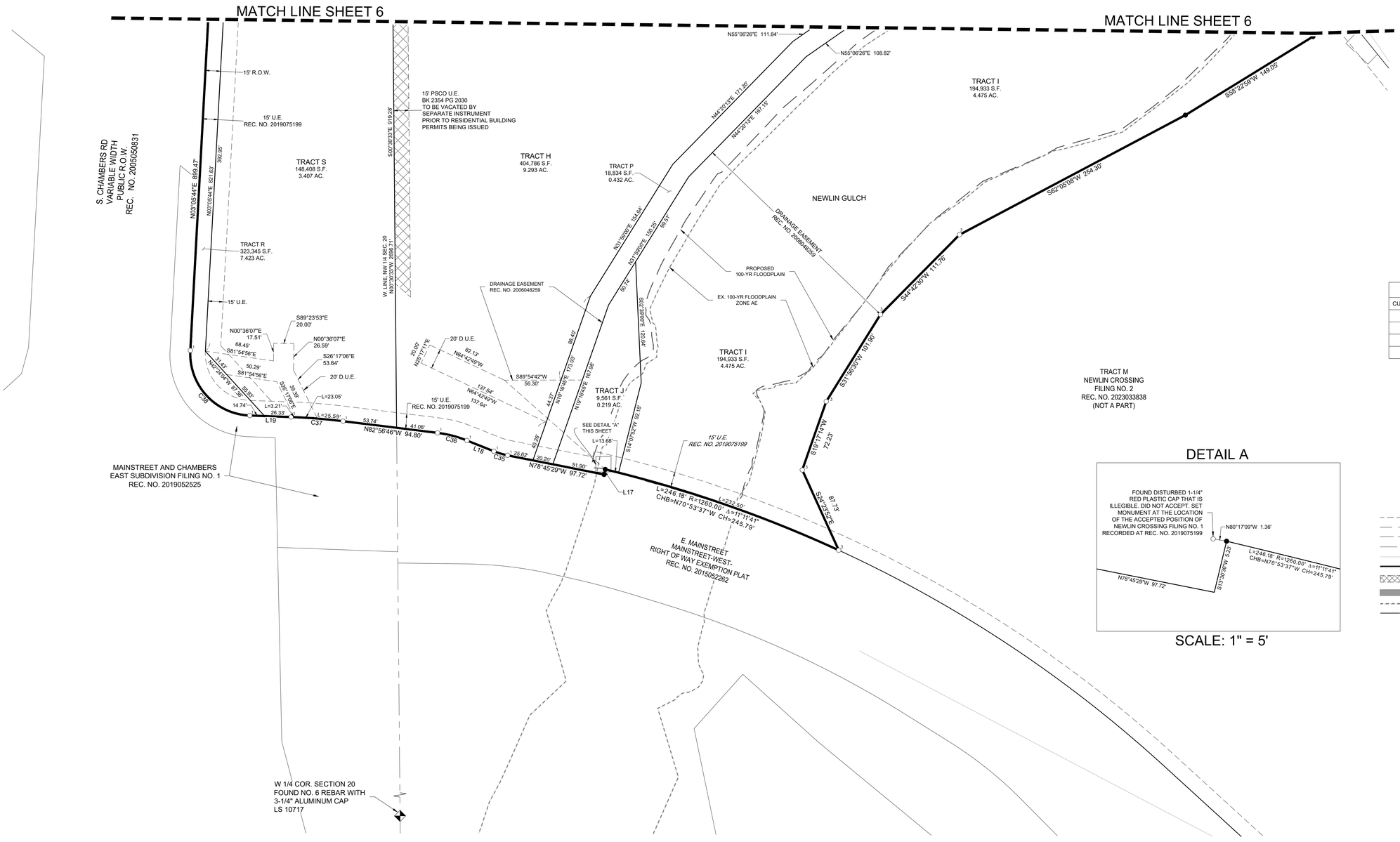
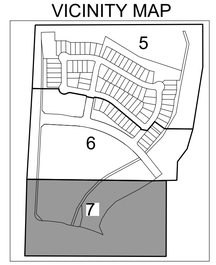
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 7 OF 8



SCALE: 1" = 5'

VICINITY MAP



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L17	S13°30'36"W	5.23'
L18	N68°15'05"W	28.82'
L19	N87°53'52"W	41.07'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C35	78.00'	10°30'15"	14.30'	S73°30'13"E	14.28'
C36	115.00'	15°05'46"	30.30'	N75°23'53"W	30.21'
C37	600.00'	4°57'05"	51.85'	N85°25'20"W	51.83'
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LEGEND

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- (1) BLOCK NUMBER
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- SIGHT EASEMENT
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- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

50 25 0 50 100

SCALE: 1" = 50'

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N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO 3 - PLAT SHEETS.DWG, MJPARK, 5/15/2024 4:19 PM

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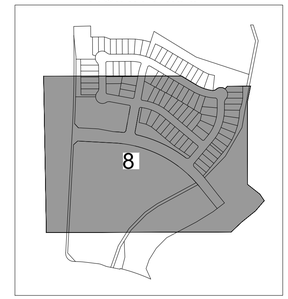
SHEET 8 OF 8

VICINITY MAP



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO. 5 REBAR, 18" LONG WITH 1-1/4" RED PLASTIC CAP STAMPED "WESTWOOD PLS 38864"
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- PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT TO BE VACATED BY SEPARATE DOCUMENT
- SIGHT EASEMENT AREA
- EXISTING 100 YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN

60 30 0 60 120

SCALE: 1" = 60'

Westwood

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SUITE 400
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N:\PROJECTS\NEWLIN CROSSING\CAD\SURVEY\FINAL PLAT\FILING NO. 3\NEWLIN CROSSING FILING NO.3 - VACATION SHEET.DWG, MJPARK, 5/15/2024 4:19 PM

EXHIBIT C

Westwood

ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
NEWLIN CROSSING FILING 3
4/23/2024

Note: overlot grading is being performed as part of Filing 2.

DEMOLITION

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	REMOVE EXISTING ASPHALT(8" THICK)	476	S.Y.	$ 19.00	$9,046.11
	REMOVE EXISTING CONCRETE TRICKLE CHANNEL (6" THICK)	447	S.Y.	$ 6.50	$2,903.33
	REMOVE EXISTING RIPRAP	1	EA.	$ 2,500.00	$2,500.00
	REMOVE EXISTING CURB & GUTTER	145	L.F.	$ 5.00	$725.00
	REMOVE EXISTING ADA RAMP	2	EA.	$ 1,000.00	$2,000.00
	REMOVE EXISTING MANHOLE/INLET	0	EA.	$ 2,910.00	$0.00
	REMOVE GROUTED ROCK	700	SY	$ 70.00	$49,000.00
	SALVAGE AND REUSE EXISTING BOULDERS	200	EA.	$ 250.00	$50,000.00
				Total Cost	**$116,174.44**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	0	S.Y.	$53.30	$0.00
	ASPHALT PAVEMENT (6" THICK)	7,176	S.Y.	$30.80	$221,031.07
	ASPHALT PAVEMENT (5" THICK)	10,997	S.Y.	$26.05	$286,463.17
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	7,986	S.Y.	$14.85	$118,588.80
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)	12,818	S.Y.	$11.80	$151,249.78
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	$90.00	$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	3,330	L.F.	$17.05	$56,776.50
	6" CONCRETE CURB & GUTTER WITH 1 'PAN	100	L.F.	$16.50	$1,650.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	6,183	L.F.	$17.05	$105,420.15
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	2,570	L.F.	$27.00	$69,390.00
	6"10' CONCRETE SIDEWALK W/ FIBER MESH	1,685	L.F.	$45.00	$75,825.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	2,191	L.F.	$45.00	$98,595.00
	6"X6' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	$35.00	$0.00
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	9,055	L.F.	$26.90	$243,579.50
	SPLASH STRIP	0	L.F.	$16.41	$0.00
	CONCRETE CROSSPAN (6" THICK)	4,568	S.F.	$10.16	$46,410.88
	CURB RAMP (DIRECTIONAL)	17	EA.	$1,675.00	$28,475.00
	CURB RAMP (DIAGONAL)	8	EA.	$1,675.00	$13,400.00
	MIDBLOCK CURB RAMP	2	EA.	$1,675.00	$3,350.00
	STRIPING	7,780	L.F.	$0.35	$2,723.00
	SIGNAGE	16	EA.	$300.00	$4,800.00
	ADJUST MANHOLES TO FINAL GRADE	29	EA.	$700.00	$20,300.00
	ADJUST VALVES TO FINAL GRADE	18	EA.	$250.00	$4,500.00
	RETAINING WALLS	268	F.F.	$50.00	$13,400.00
				Total Cost	**$1,565,927.84**

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	202	L.F.	$74.00	$14,948.00
	24" STORM SEWER (Class III RCP)	34	L.F.	$98.00	$3,332.00
	30" STORM SEWER (Class III RCP)	487	L.F.	$130.00	$63,310.00
	36" STORM SEWER (Class III RCP)	84	L.F.	$160.00	$13,440.00
	42" STORM SEWER (Class III RCP)	1,242	L.F.	$200.00	$248,400.00
	48" STORM SEWER (Class III RCP)	22	L.F.	$240.00	$5,280.00
	54" STORM SEWER (Class III RCP)	0	L.F.	$270.00	$0.00
	60" STORM SEWER (Class III RCP)	0	L.F.	$330.00	$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	$1,700.00	$0.00
	4' DIA. MANHOLE	2	EA.	$5,270.00	$10,540.00
	6' DIA. MANHOLE	13	EA.	$5,780.00	$75,140.00
	8' BOX BASE MANHOLE	1	EA.	$6,800.00	$6,800.00
	8' BOX BASE MANHOLE WITH DROP	0	EA.	$7,800.00	$0.00
	TYPE R INLET (5')	0	EA.	$5,910.00	$0.00
	TYPE R INLET (10')	5	EA.	$11,500.00	$57,500.00
	TYPE R INLET (15')	4	EA.	$26,000.00	$104,000.00
	TYPE C INLET	3	EA.	$6,420.00	$19,260.00
	18" FES (WITH TOEWALL)	0	EA.	$5,070.00	$0.00
	24" FES (WITH TOEWALL)	0	EA.	$5,540.00	$0.00
	30" FES (WITH TOEWALL)	0	EA.	$6,420.00	$0.00
	36" FES (WITH TOEWALL)	0	EA.	$7,830.00	$0.00
	42" FES (WITH TOEWALL)	0	EA.	$8,300.00	$0.00
	48" FES (WITH TOEWALL)	0	EA.	$9,030.00	$0.00
	54" FES (WITH TOEWALL)	0	EA.	$11,000.00	$0.00
	10'x12' PEDESTRIAN CROSSING RCBC	110	L.F.	$1,000.00	$110,000.00
	8'x20' RCBC	110	L.F.	$1,500.00	$165,000.00
	6'x16' RCBC	220	L.F.	$1,300.00	$286,000.00
	CONCRETE, STRUCTURAL, FOOTING/HEADWALL/WINGWALL	200	CY	$1,500.00	$300,000.00
	TYPE M SOIL-FILLED RIPRAP (RETROFIT EXISTING GROUTED BOULDER DROP)	185	CY	$75.00	$13,875.00
	48" BOULDERS FOR STREAM BARB (REUSE FROM GROUTED BOULDER DROP)	1	LS	$10,000.00	$10,000.00
	TYPE VL VOID-FILLED RIPRAP FOR STREAM BARB	480	CY	$95.00	$45,600.00
	48" BOULDERS FOR BOULDER CASCADE DROP (REUSE FROM GROUTED BOULDER DROP)	1	LS	$10,000.00	$10,000.00
	TYPE M VOID-FILLED RIPRAP FOR BOULDER CASCADE DROP	850	CY	$109.00	$92,650.00
	TYPE M SOIL-FILLED RIPRAP FOR BOULDER CASCADE DROP	1,550	CY	$75.00	$116,250.00
	48" BOULDERS FOR CROSSING OUTFALL EROSION PROTECTION (REUSE FROM GROUTED BOULDER DRO	1	LS	$10,000.00	$10,000.00
	TYPE L SOIL FILLED RIPRAP	350	CY	$90.00	$31,500.00
				Total Cost	**$1,812,825.00**

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL	**$3,494,927.29**
CONSTRUCTION CONTINGENCY (10%)	$349,492.73
MOBILIZATION (5%)	$174,746.36
SURVEYING (3%)	$104,847.82
CONSTRUCTION MANAGEMENT & TESTING (12%)	$419,391.27
PUBLIC IMPROVEMENT TOTAL	**$4,543,405.47**
SECURITY AT 110% =	**$4,997,746.02**
TOTAL TOWN OF PARKER IMPROVEMENTS =	**$4,997,746.02**

1. REGIONAL TRAIL IS INCLUDED IN THIS ESTIMATE
2. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
3. PARK IMPROVEMENTS NOT INCLUDED
4. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
5. REFERENCE TOWN OF PARKER AND STONEGATE VILLAGE METRO DISTRICT WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
6. FINAL SUBGRADE TREATMENTS/ROADWAY PAVEMENT DESIGN TO BE PROVIDED BY GEOTECHNICAL ENGINEER
7. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
8. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
9. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [*Type in bank name*.]
Letter of Credit No.: [*Type LOC number*.]
Amount: [*Type in aggregate amount*.]

Issuance Date: [*Type LOC issuance date*.]
Expiry Date: [*Type LOC expiration date*.]
Name of Developer: [*Type in name of developer*.]

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

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

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

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

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

Very truly yours,
[*Name of Bank*]

By: _____
Signature of Authorized Signing Officer

_____
Print Name
[**Signature <u>Must</u> Be Notarized**]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

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

Date: _____

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

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

By: _____
_____, Mayor
Town of Parker

EXHIBIT E

Newlin Crossing Filing 3- Right-of-Way Streetscape

PCS Group

Opinion of Probable Cost

Date: 07/31/2023

W. Parker Rd. - Right of Way Streetscape				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	17	EA	$ 660.00	$ 11,220.00
Shrubs	197	EA	$ 27.00	$ 5,319.00
Grasses & Perennials	39	EA	$ 17.00	$ 663.00
Turf Sod & Spray Irrigation	6,166	SF	$ 2.00	$ 12,332.00
4" Mulch Beds & Drip Irrigation	11,488	SF	$ 1.25	$ 14,360.00
Soil Prep & Fine Grading	17,654	SF	$ 0.26	$ 4,590.04
Steel Edger	693	LF	$ 2.00	$ 1,386.00
			Sub-Total	**$ 49,870.04**
Jagged St. - Right of Way Streetscape				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Shrubs	81	EA	$ 27.00	$ 2,187.00
Grasses & Perennials	14	EA	$ 17.00	$ 238.00
4" Mulch Beds & Drip Irrigation	2,877	SF	$ 1.25	$ 3,596.25
Soil Prep & Fine Grading	2,877	SF	$ 0.26	$ 748.02
Steel Edger	23	LF	$ 2.00	$ 46.00
			Sub-Total	**$ 6,815.27**
Tomboy Dr.- Right of Way Streetscape				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Shrubs	5	EA	$ 27.00	$ 135.00
Grasses & Perennials	5	EA	$ 17.00	$ 85.00
4" Mulch Beds & Drip Irrigation	327	SF	$ 1.00	$ 327.00
Soil Prep & Fine Grading	327	SF	$ 0.26	$ 85.02
Steel Edger	16	LF	$ 2.00	$ 32.00
			Sub-Total	**$ 664.02**
Precipice Dr.- Right of Way Streetscape				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	4	EA	$ 660.00	$ 2,640.00
Turf Sod & Spray Irrigation	1,400	SF	$ 2.00	$ 2,800.00
Soil Prep & Fine Grading	1,400	SF	$ 0.26	$ 364.00
			Sub-Total	**$ 5,804.00**
S. Chambers Rd.- Right of Way Streetscape				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	17	EA	$ 660.00	$ 11,220.00
Shrubs	123	EA	$ 27.00	$ 3,321.00
Grasses & Perennials	10	EA	$ 17.00	$ 170.00
Temp Irrig Seed	10,320	SF	$ 0.75	$ 7,740.00
Turf Sod & Spray Irrigation	10,632	SF	$ 2.00	$ 21,264.00
4" Mulch Beds & Drip Irrigation	5,598	SF	$ 1.00	$ 5,598.00
Soil Prep & Fine Grading	26,550	SF	$ 0.26	$ 6,903.00
Steel Edger	509	LF	$ 2.00	$ 1,018.00
			Sub-Total	**$ 57,234.00**
			Sub-Total	$ 120,387.33
			15% Contingency	$ 18,058.10
			Total	**$ 138,445.43**
			110% SIA Total	**$ 152,289.97**

Notes:

1. The control system and POC components for irrigation are figured into the sq.ft. price
2. All unit costs are approximate and subject to change pending availability & market conditions. PCS Group is not liable for and does not guarantee the opinion of costs reflected in this document will be accurate at time of landscape construction.

EXHIBIT F

Newlin Crossing Filing 3- Parks & Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 07/31/2023

Park Tract B				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	19	EA	$ 660.00	$ 12,540.00
Evergreen Trees	22	EA	$ 700.00	$ 15,400.00
Ornamental Trees	16	EA	$ 500.00	$ 8,000.00
Shrubs	241	EA	$ 27.00	$ 6,507.00
Grasses & Perennials	78	EA	$ 17.00	$ 1,326.00
Turf Sod & Spray Irrigation	41,934	SF	$ 2.00	$ 83,868.00
4" Mulch Beds & Drip Irrigation	10,697	SF	$ 1.00	$ 10,697.00
Soil Prep & Fine Grading	53,007	SF	$ 0.26	$ 13,781.82
Steel Edger	1,085	LF	$ 2.00	$ 2,170.00
Crusher Fines	8	CY	$ 80.00	$ 640.00
Concrete Trails & Plaza	10,661	SF	$ 7.25	$ 77,292.25
Concrete Playground Edger	275	LF	$ 25.00	$ 6,875.00
Playground Fibar	344	CY	$ 45.00	$ 15,480.00
Pet Station	3	EA	$ 700.00	$ 2,100.00
Trash Receptacle	2	EA	$ 2,120.00	$ 4,240.00
Bike Rack	3	EA	$ 750.00	$ 2,250.00
Bike Repair Station	1	EA	$ 600.00	$ 600.00
ADA Playground Ramp	1	EA	$ 1,800.00	$ 1,800.00
Playground Drainage	1	LS	$ 5,000.00	$ 5,000.00
16'x20' Picnic Shelter	1	EA	$ 24,000.00	$ 24,000.00
Site Lighting	1	LS	$ 15,000.00	$ 15,000.00
Picnic Tables	2	EA	$ 2,500.00	$ 5,000.00
Bench	1	EA	$ 3,200.00	$ 3,200.00
4-Bay Swing Combo	1	EA	$ 13,000.00	$ 13,000.00
5-12 Year Climbing Structure	1	EA	$ 40,000.00	$ 40,000.00
4-Seat Rocker	1	EA	$ 4,000.00	$ 4,000.00
BBQ Grill	1	EA	$ 400.00	$ 400.00
Coal Bin	1	EA	$ 400.00	$ 400.00
Cornhole Court	1	EA	$ 3,500.00	$ 3,500.00
Climbing Wall	1	EA	$ 7,400.00	$ 7,400.00
Pull Up Bar (Exercise Eqpt)	1	EA	$ 800.00	$ 800.00
Back-Arms Combo (Exercise Eqpt)	1	EA	$ 1,500.00	$ 1,500.00
Leg Extenion (Exercise Eqpt)	1	EA	$ 1,800.00	$ 1,800.00
Rower (Exercise Eqpt)	1	EA	$ 2,000.00	$ 2,000.00
Recumbent Bike (Exercise Eqpt)	1	EA	$ 2,200.00	$ 2,200.00
Seated Butterfly Press (Exercise Eqpt)	1	EA	$ 1,800.00	$ 1,800.00
Park Sign	1	EA	$ 2,100.00	$ 2,100.00
			Sub-Total	**$ 398,667.07**

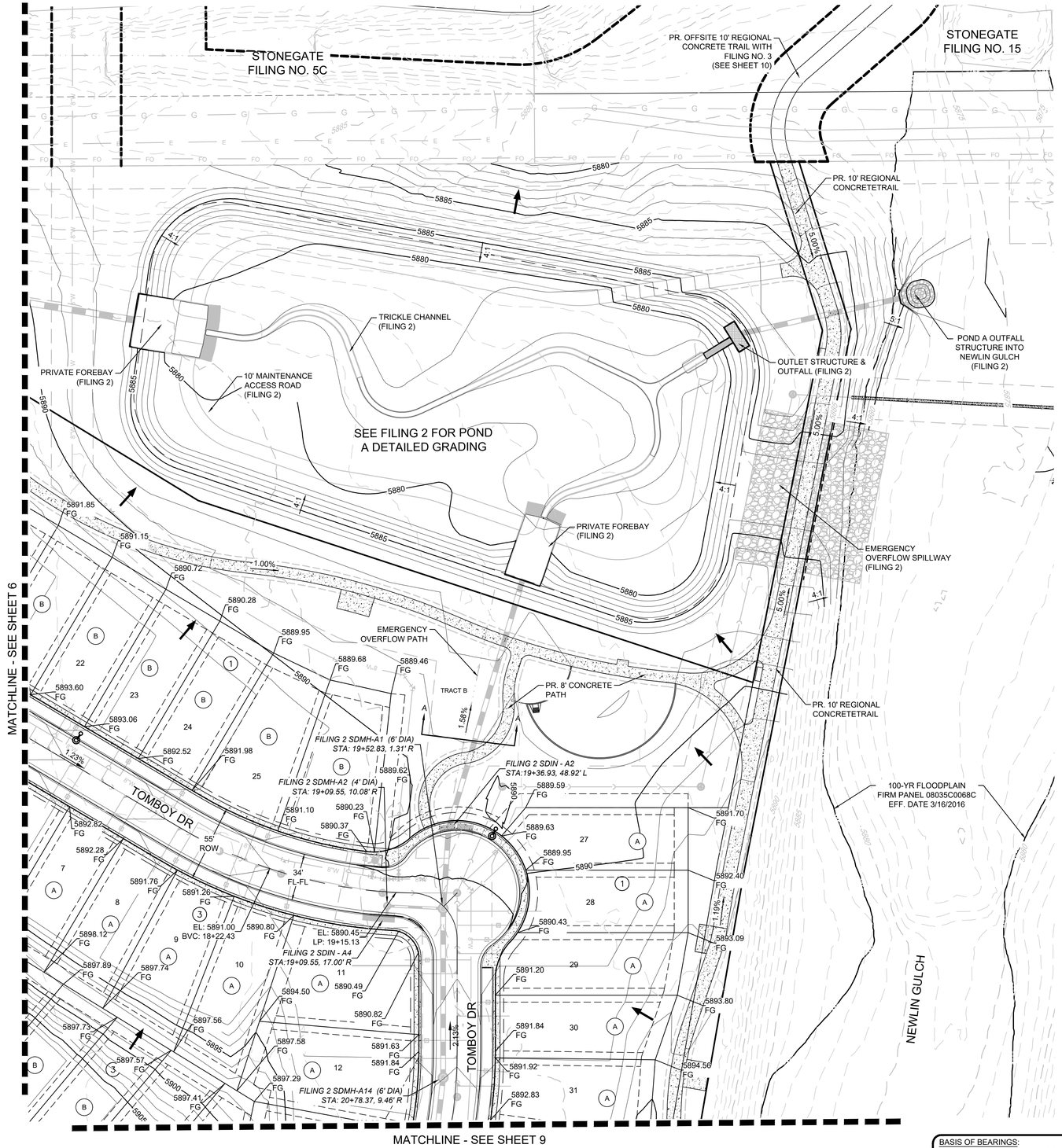
Park/Regional Trail Tract K				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	2	EA	$ 660.00	$ 1,320.00
Evergreen Trees	16	EA	$ 700.00	$ 11,200.00
Ornamental Trees	6	EA	$ 500.00	$ 3,000.00
Shrubs	104	EA	$ 27.00	$ 2,808.00
Grasses & Perennials	31	EA	$ 17.00	$ 527.00
Turf Sod & Spray Irrigation	13,741	SF	$ 2.00	$ 27,482.00
4" Mulch Beds & Drip Irrigation	14,252	SF	$ 1.00	$ 14,252.00
Non-Irrig Seed	4,327	SF	$ 0.75	$ 3,245.25
Soil Prep & Fine Grading	32,320	SF	$ 0.26	$ 8,403.20
Steel Edger	68	LF	$ 2.00	$ 136.00
Concrete Trail, Picnic Pad & Exercise Pads	15,400	SF	$ 7.25	$ 111,650.00
Bench	2	EA	$ 3,200.00	$ 6,400.00
Pet Station	2	EA	$ 700.00	$ 1,400.00
12'x14' Picnic Shelter	1	EA	$ 22,000.00	$ 22,000.00
Trash Receptacle	3	EA	$ 2,120.00	$ 6,360.00
Bike Rack	2	EA	$ 750.00	$ 1,500.00
Bike Repair Station	1	EA	$ 600.00	$ 600.00
Picnic Tables	1	EA	$ 2,500.00	$ 2,500.00
Trail Sign	1	EA	$ 1,200.00	$ 1,200.00
Step Block (Exercise Eqpt)	1	EA	$ 1,500.00	$ 1,500.00
Cross (Exercise Eqpt)	1	EA	$ 2,000.00	$ 2,000.00
			Sub-Total	**$ 229,483.45**
Tract A *Filing 2* - Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	23	EA	$ 660.00	$ 15,180.00
Evergreen Trees	40	EA	$ 700.00	$ 28,000.00
Ornamental Trees	19	EA	$ 500.00	$ 9,500.00
Shrubs	395	EA	$ 27.00	$ 10,665.00
Grasses & Perennials	7	EA	$ 17.00	$ 119.00
Turf Sod & Spray Irrigation	22,796	SF	$ 2.00	$ 45,592.00
4" Mulch Beds & Drip Irrigation	9,572	SF	$ 1.00	$ 9,572.00
Temp Irrig Seed	124,634	SF	$ 0.75	$ 93,475.50
Non-Irrig Seed	50,491	SF	$ 0.75	$ 37,868.25
Soil Prep & Fine Grading	207,493	SF	$ 0.26	$ 53,948.18
Concrete Trail	3,803	SF	$ 7.25	$ 27,571.75
Steel Edger	1,364	LF	$ 2.00	$ 2,728.00
Pet Station	2	EA	$ 700.00	$ 1,400.00
			Sub-Total	**$ 335,619.68**
Tract A *Filing 3* - Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	11	EA	$ 660.00	$ 7,260.00
Evergreen Trees	14	EA	$ 700.00	$ 9,800.00
Shrubs	95	EA	$ 27.00	$ 2,565.00
4" Mulch Beds & Drip Irrigation	5,707	SF	$ 1.00	$ 5,707.00
Temp Irrig Seed	20,863	SF	$ 0.75	$ 15,647.25
Non-Irrig Seed	3,374	SF	$ 0.75	$ 2,530.50
Soil Prep & Fine Grading	29,944	SF	$ 0.26	$ 7,785.44
Concrete Trail	3,148	SF	$ 7.25	$ 22,823.00
Steel Edger	285	LF	$ 2.00	$ 570.00
			Sub-Total	**$ 74,688.19**

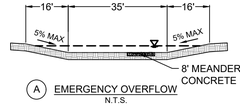
Tract C- Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Evergreen Trees	13	EA	$ 700.00	$ 9,100.00
Shrubs	55	EA	$ 27.00	$ 1,485.00
Grasses & Perennials	62	EA	$ 17.00	$ 1,054.00
Temp Irrig Seed	6,104	SF	$ 0.75	$ 4,578.00
4" Mulch Beds & Drip Irrigation	4,822	SF	$ 1.00	$ 4,822.00
Soil Prep & Fine Grading	10,926	SF	$ 0.26	$ 2,840.76
Steel Edger	277	LF	$ 2.00	$ 554.00
			Sub-Total	**$ 24,433.76**
Tract D - Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Deciduous Trees	5	EA	$ 660.00	$ 3,300.00
Evergreen Trees	23	EA	$ 700.00	$ 16,100.00
Shrubs	108	EA	$ 27.00	$ 2,916.00
Grasses & Perennials	24	EA	$ 17.00	$ 408.00
Turf Sod & Spray Irrigation	7,767	SF	$ 2.00	$ 15,534.00
4" Mulch Beds & Drip Irrigation	12,661	SF	$ 1.00	$ 12,661.00
Temp Irrig Seed	9,263	SF	$ 0.75	$ 6,947.25
Soil Prep & Fine Grading	29,691	SF	$ 0.26	$ 7,719.66
Steel Edger	568	LF	$ 2.00	$ 1,136.00
			Sub-Total	**$ 66,721.91**
Tract E - Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Evergreen Trees	6	EA	$ 700.00	$ 4,200.00
Shrubs	20	EA	$ 27.00	$ 540.00
4" Mulch Beds & Drip Irrigation	1,400	SF	$ 1.00	$ 1,400.00
Soil Prep & Fine Grading	1,400	SF	$ 0.26	$ 364.00
			Sub-Total	**$ 6,504.00**
Tract F - Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Evergreen Trees	6	EA	$ 700.00	$ 4,200.00
Shrubs	23	EA	$ 27.00	$ 621.00
Turf Sod & Spray Irrigation	2,200	SF	$ 2.00	$ 4,400.00
4" Mulch Beds & Drip Irrigation	1,684	SF	$ 1.00	$ 1,684.00
Soil Prep & Fine Grading	3,884	SF	$ 0.26	$ 1,009.84
			Sub-Total	**$ 11,914.84**
Tract P- Regional Trail / Open Space				
Improvement	**Quantity**	**Unit**	**Unit Cost**	**Total**
Concrete Trail, Picnic Pad & Exercise Pads	11,880	SF	$ 7.25	$ 86,130.00
Temp Irrig Seed	28,000	SF	$ 0.75	$ 21,000.00
Soil Prep & Fine Grading	28,000	SF	$ 0.26	$ 7,280.00
			Sub-Total	**$ 114,410.00**
			Sub-Total	$ 1,262,442.90
			15% Contingency	$ 189,366.44
			Total	**$ 1,451,809.34**
			110% SIA Total	**$ 1,596,990.27**

Notes:

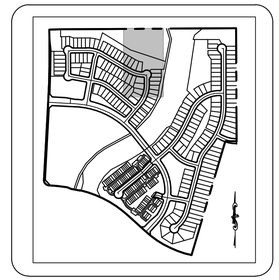
1. The control system and POC components for irrigation are figured into the sq.ft. price
2. All unit costs are approximate and subject to change pending availability & market conditions. PCS Group is not liable for and does not guarantee the opinion of costs reflected in this document will be accurate at time of landscape construction.

EXHIBIT G





A EMERGENCY OVERFLOW
N.T.S.



KEY MAP
NTS

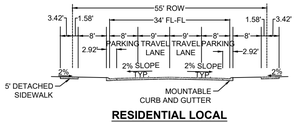
SCALE: 1" = 40'

LEGEND

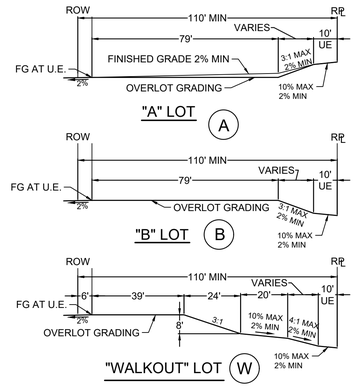
(2)	BLOCK NUMBER		PROPOSED OVERLAND FLOW
(A)	LOT TYPE		CENTERLINE
6	LOT NUMBER		RIGHT-OF-WAY
	PROPSED STORM DRAIN INLET		PROPERTY LINE
(4)(5)(6)	PROPOSED STORM DRAIN MANHOLE	5615	EXISTING 5' CONTOUR
	PROPOSED LIGHT POLE	5616	EXISTING 1' CONTOUR
	PROPOSED SIDEWALK	5620	PROPOSED 5' CONTOUR
	PROPOSED SIDEWALK RAMP	5607	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION		PROPOSED STORM DRAIN
00.0 FG	PROPOSED FINISHED GRADE		FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		



RESIDENTIAL LOCAL



NOTES:
1. OVERLOT GRADING TO BE COMPLETED WITH FILING 2.

BENCHMARK
DOUGLAS COUNTY GIS SECONDARY CONTROL MONUMENT STAMPED 1_107004 BEING A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP FLUSH WITH GROUND. THE MONUMENT IS LOCATED EAST OF NORTH 3RD STREET AND 110' +/- NORTH OF DOGWOOD AVENUE. THE ELEVATION IS 5867.62 FEET, DATUM NAVD88.

BASIS OF BEARINGS:
THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 20 BY A NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED LS 10717 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 20 BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED PLS 29430 IS ASSUMED TO BEAR NORTH 89°38'10" EAST A DISTANCE OF 2665.57 FEET.

PREPARED UNDER THE SUPERVISION OF

COLORADO LICENSED BRIAN P. WILSON 0050067 PROFESSIONAL ENGINEER
1-23-24

BRIAN P. WILSON
COLORADO P.E. 0050067

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

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TOWN OF PARKER, DIRECTOR OF ENGINEERING DATE

No.	Revisions	Date
		Init.
		Date
		Appr.
		Date

Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526
Westwoodps.com
Westwood Professional Services, Inc.

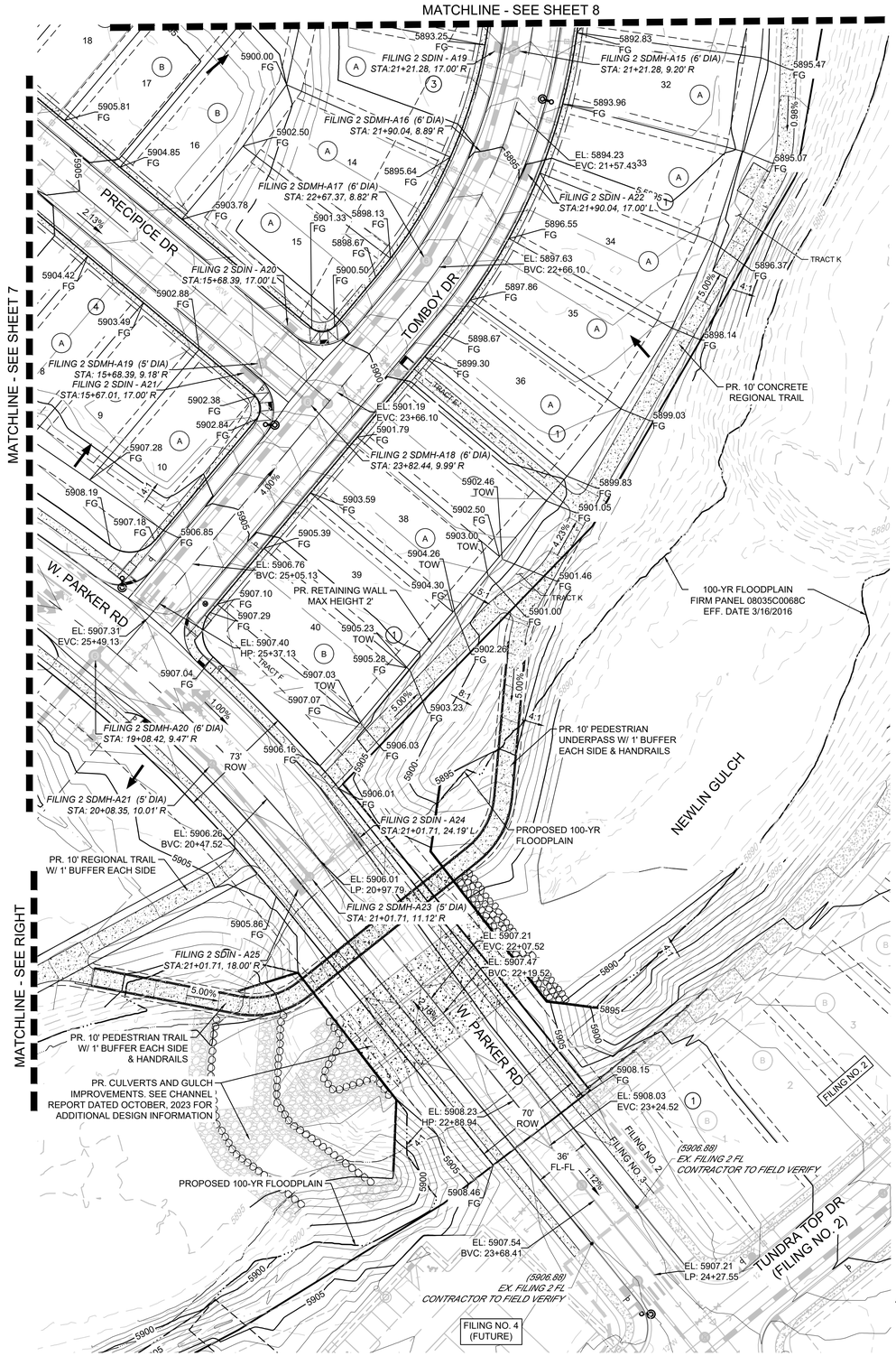
NEWLIN CROSSING
FILING 3 CONSTRUCTION DOCUMENTS
AREA GRADING PLAN

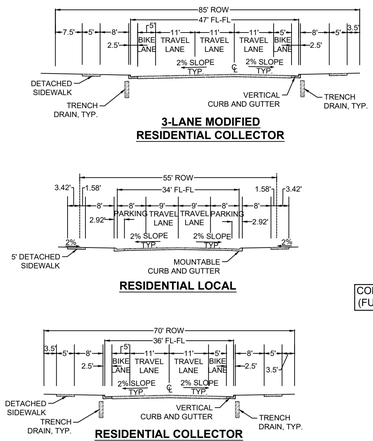
LENNAR
9193 S. JAMAICA STREET, 4TH/ FLOOR
ENGLEWOOD, CO 80112
TEL: (303) 486-5002

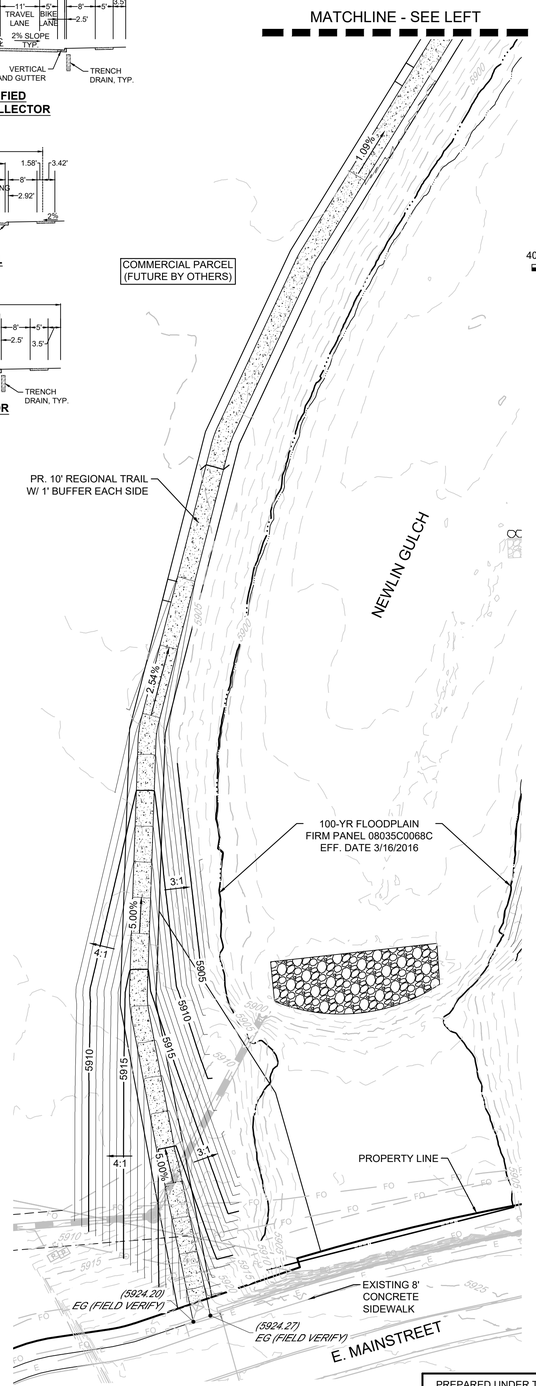
DRAWN BY:	AAL	SCALE:	AS SHOWN
CHECKED BY:	BPW	FILE NO:	R0029679.00
DATE:	OCTOBER 2023		

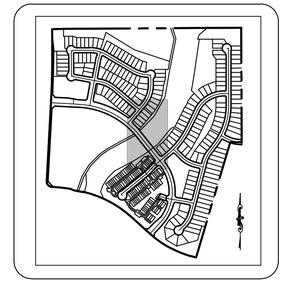
SHEET NUMBER 8

N:\PROJECTS\NEWLIN CROSSING\CAD\ENGINEERING\SHEET SETS\CD'S\TOWN OF PARKER\FILING 2\AREA GRADING PLAN.DWG, AALAMAR, 10/12/2023 11:36 AM









KEY MAP

NTS

SCALE: 1" = 40'

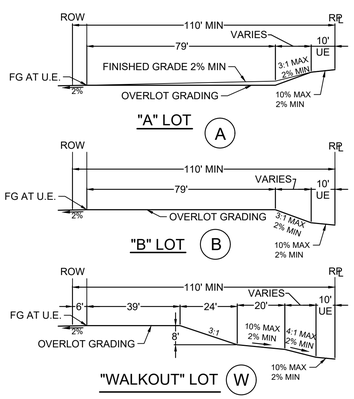
LEGEND

(2)	BLOCK NUMBER		PROPOSED OVERLAND FLOW
(A)	LOT TYPE		CENTERLINE
6	LOT NUMBER		RIGHT-OF-WAY
	PROPSED STORM DRAIN INLET		PROPERTY LINE
(4)(5)(6)	PROPOSED STORM DRAIN MANHOLE	5615	EXISTING 5' CONTOUR
	PROPOSED LIGHT POLE	5616	EXISTING 1' CONTOUR
	PROPOSED SIDEWALK	5620	PROPOSED 5' CONTOUR
	PROPOSED SIDEWALK RAMP	5607	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION		PROPOSED STORM DRAIN
00.0 FG	PROPOSED FINISHED GRADE		FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE		
FV	FIELD VERIFY	RCP	REINFORCED CONCRETE PIPE
GE	GAS EASEMENT	ROW	RIGHT OF WAY
HP	HIGH POINT	SD	STORM DRAIN
INV	INVERT	SL	SECTION LINE
LF	LINEAR FEET	STA	STATION
LP	LOW POINT	T.O.P.	TOP OF PIPE
MH	MANHOLE	UE	UTILITY EASEMENT
N.T.S.	NOT TO SCALE	WSE	WATER SURFACE ELEVATION

NOTES:
1. OVERLOT GRADING TO BE COMPLETED WITH FILING 2.



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TOWN OF PARKER, DIRECTOR OF ENGINEERING DATE

SCALE: 1" = 40'

BENCHMARK
DOUGLAS COUNTY GIS SECONDARY CONTROL MONUMENT STAMPED 1.107004 BEING A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP FLUSH WITH GROUND. THE MONUMENT IS LOCATED EAST OF NORTH 3RD STREET AND 110' +/- NORTH OF DOGWOOD AVENUE. THE ELEVATION IS 5867.62 FEET, DATUM NAVD88.

BASIS OF BEARINGS:
THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 20 BY A NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED LS 10717 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 20 BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED PLS 29430 IS ASSUMED TO BEAR NORTH 89°38'10" EAST A DISTANCE OF 2665.57 FEET.

PREPARED UNDER THE SUPERVISION OF

COLORADO LICENSED BRIAN P. WILSON 0050067 PROFESSIONAL ENGINEER

10-23-24

BRIAN P. WILSON
COLORADO P.E. 0050067

No.	Revisions	Date	Init.	Appr.	Date

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10333 E DRY CREEK RD. SUITE 240
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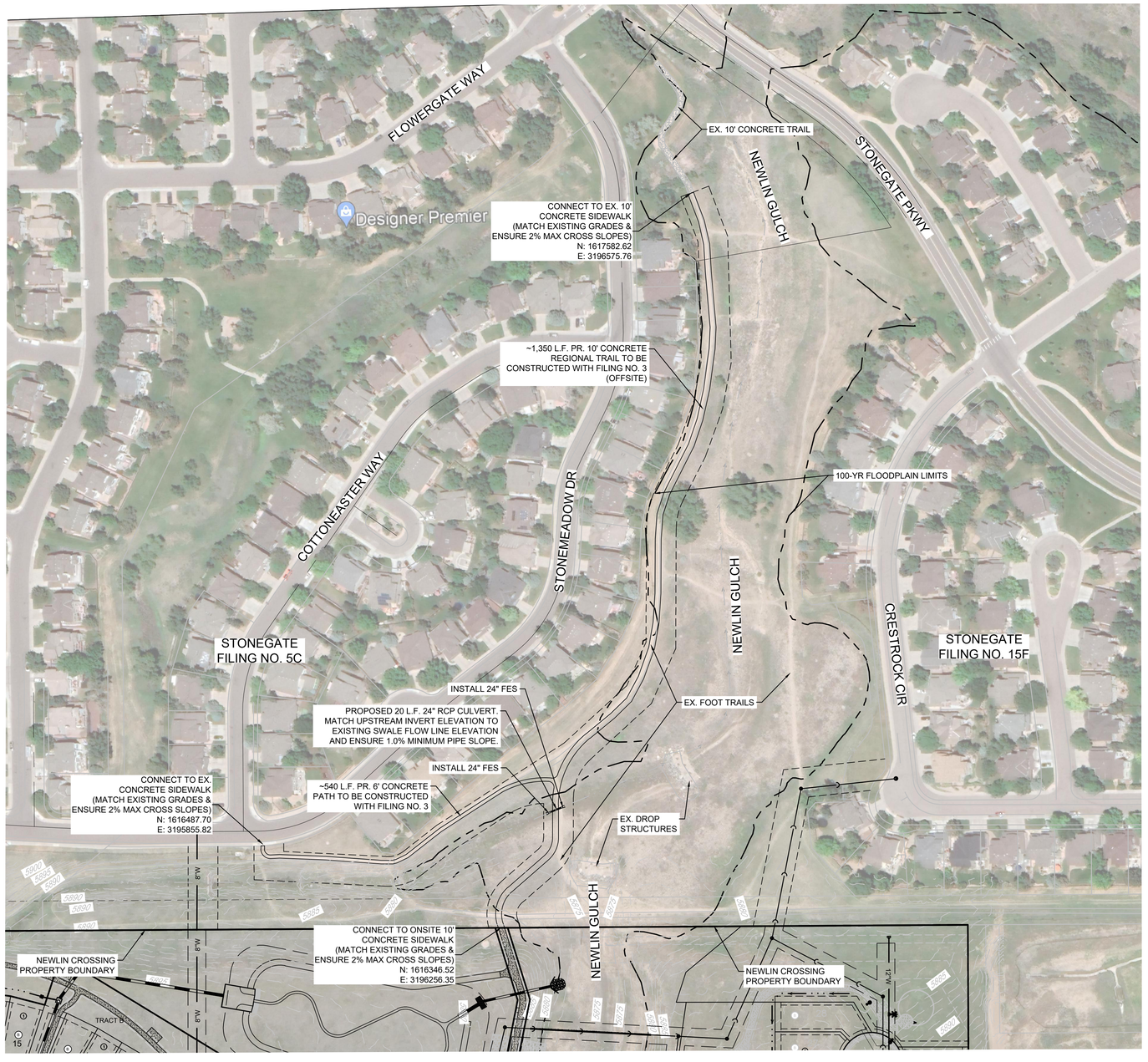
SCALE:	AS SHOWN	FILE NO:	R0029679.00
DRAWN BY:	AAL	CHECKED BY:	BPW
DATE:	OCTOBER, 2023		

SHEET NUMBER 9

N:\PROJECTS\NEWLIN CROSSING\CAD\ENGINEERING\SHEET SETS\CD'S\TOWN OF PARKER\FILING 2\AREA GRADING PLAN.DWG, AAL.AMAR, 10/12/2023 11:37 AM

EXHIBIT H


FLOWERGATE WAY
Designer Premier
EX. 10' CONCRETE TRAIL
NEWLIN GULCH
STONEGATE PKWY
CONNECT TO EX. 10' CONCRETE SIDEWALK (MATCH EXISTING GRADES & ENSURE 2% MAX CROSS SLOPES) N: 1617582.62 E: 3196575.76
~1,350 L.F. PR. 10' CONCRETE REGIONAL TRAIL TO BE CONSTRUCTED WITH FILING NO. 3 (OFFSITE)
COTTONEASTER WAY
STONEMEADOW DR
NEWLIN GULCH
CRESTROCK CIR
100-YR FLOODPLAIN LIMITS
STONEGATE FILING NO. 5C
STONEGATE FILING NO. 15F
INSTALL 24" FES
PROPOSED 20 L.F. 24" RCP CULVERT. MATCH UPSTREAM INVERT ELEVATION TO EXISTING SWALE FLOW LINE ELEVATION AND ENSURE 1.0% MINIMUM PIPE SLOPE.
EX. FOOT TRAILS
INSTALL 24" FES
~540 L.F. PR. 6' CONCRETE PATH TO BE CONSTRUCTED WITH FILING NO. 3
CONNECT TO EX. CONCRETE SIDEWALK (MATCH EXISTING GRADES & ENSURE 2% MAX CROSS SLOPES) N: 1616487.70 E: 3195855.82
EX. DROP STRUCTURES
CONNECT TO ONSITE 10' CONCRETE SIDEWALK (MATCH EXISTING GRADES & ENSURE 2% MAX CROSS SLOPES) N: 1616346.52 E: 3196256.35
NEWLIN CROSSING PROPERTY BOUNDARY
NEWLIN CROSSING PROPERTY BOUNDARY
TRACT B
8'W
8'W
12'W
5870
5880
5890
5900
5910
5920
5930
5940
5950
5960
5970
5980
5990
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6010
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6260

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **My Mainstreet - Correction of the Legal Description for the Pine Curve Property as Contained in the Development and Financing Agreement and Related Bargain and Sale Deed**

Department: **Town Attorney, Jim Maloney**

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 and exchanging corrective bargain and sale deeds.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On September 6, 2022, Town Council approved the Purchase and Sale Agreement between the Town and CD-Parker, LLC, for the sale of certain Town parcels, including the Pine Curve property, as part of the My Mainstreet project (the "Town Purchase Agreement"). 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, and the parcel owned by PAR (the "Development Agreement"). On December 12, 2022, the Town conveyed the Pine Curve parcel to CD-Parker, LLC, by Bargain and Sale Deed (the "Deed"). The legal description for the Pine Curve parcel, which was included in the Town Purchase Agreement, the Development Agreement, and the Deed, 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.

The process to correct the legal description will necessitate an amendment to the Development Agreement and the exchange of corrective bargain and sale deeds between the Town and CD-Parker, LLC. The corrective bargain and sale deed from the Town to CD-Parker, LLC, is approved by ordinance; the corrective bargain and sale deed from CD-Parker, LLC, to the Town is accepted by the Town by resolution; and the amendment to the Development Agreement is approved by motion of the Town Council.

FINANCIAL IMPACT

The correction of the legal description for the Pine Curve parcel will create no financial impact to the Town.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Amendment to Development and Financing Agreement
2. Resolution No. 24-029
3. Ordinance No. 1.610

RECOMMENDED MOTION

1. I move to approve the Amendment to the Development and Financing Agreement.
2. I move to approve Resolution No. 24-029.
3. I move to approve Ordinance No. 1.612 on second reading.

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**.

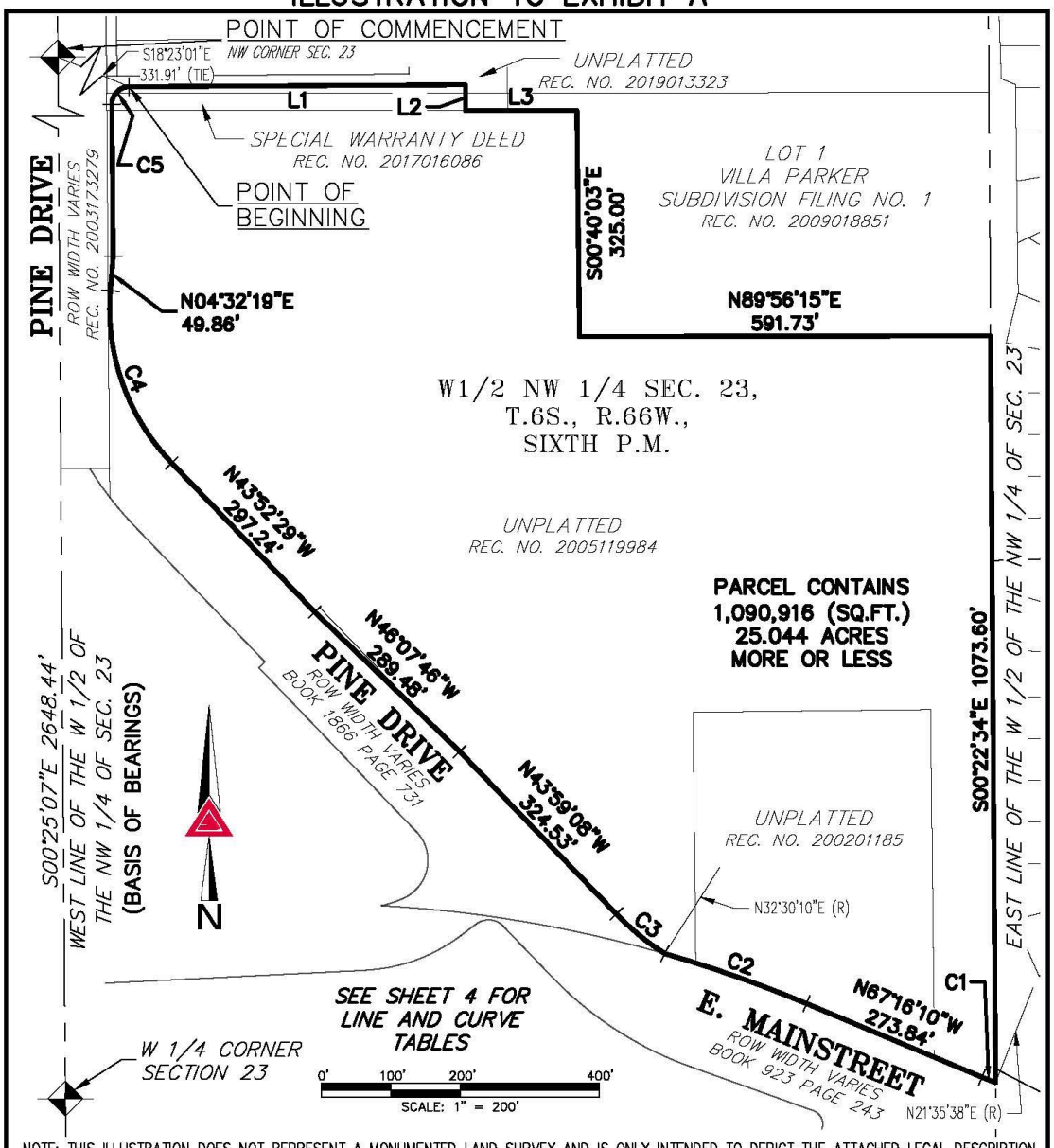
CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

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



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: 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

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 4 OF 4 SHEETS

EXHIBIT B

Form of Town Corrective Deed

After Recording Return To:
Joseph Lubinski
MDH Law Group LLC
Denver, Colorado 80202

BARGAIN AND SALE DEED

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

See Exhibit A attached hereto and incorporated herein by reference

("**Parcel A**"), subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ___ day of _____, 2024.

ATTEST:

By:_____ By:_____
Chris Vanderpool, Town Clerk Jeff Toborg, Mayor

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Jeff Toborg as Mayor and Chris Vanderpool as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

(SEAL)

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:

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**.

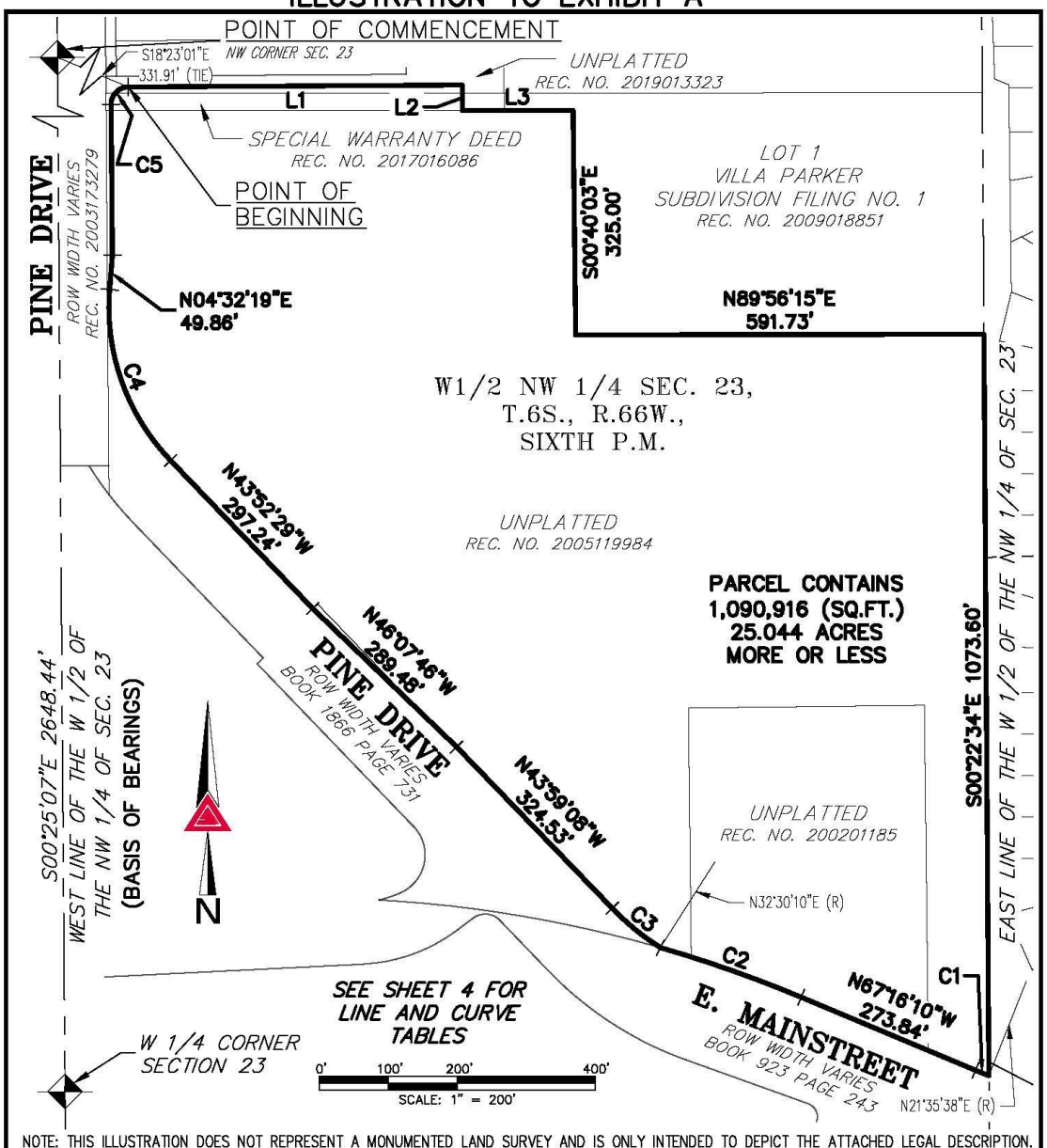
CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

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



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: 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

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
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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

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Anthony De Simone, as Manager of Confluence Companies, LLC, a Colorado limited liability company, Manager of CD-Parker, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

(SEAL)

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**.

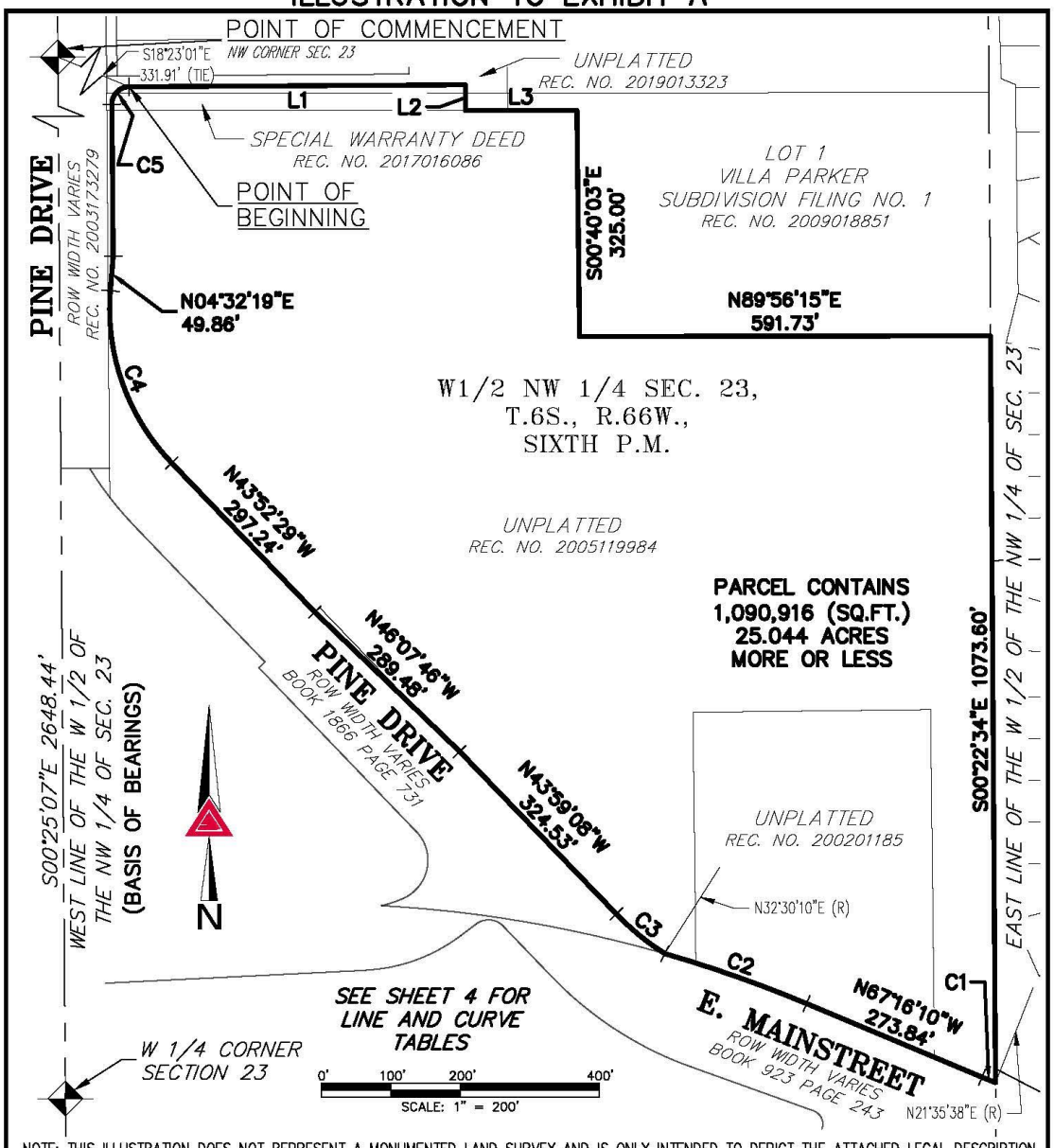
CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

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



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: 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

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
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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°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 329.09 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.

31881223_v3

RESOLUTION NO. 24-029, Series of 2024

TITLE: A RESOLUTION ACCEPTING THE BARGAIN AND SALE DEED FROM CD-PARKER, LLC, FOR THE PINE CURVE PROPERTY

WHEREAS, the Town Council of the Town of Parker desires to accept the Bargain and Sale Deed from CD-Parker, LLC, for the Pine Curve property;

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 Bargain and Sale Deed from CD-Parker, LLC, for the Pine Curve property, as provided in the attached **Exhibit 1,** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT 1

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

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Anthony De Simone, as Manager of Confluence Companies, LLC, a Colorado limited liability company, Manager of CD-Parker, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

(SEAL)

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:

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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;

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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**.

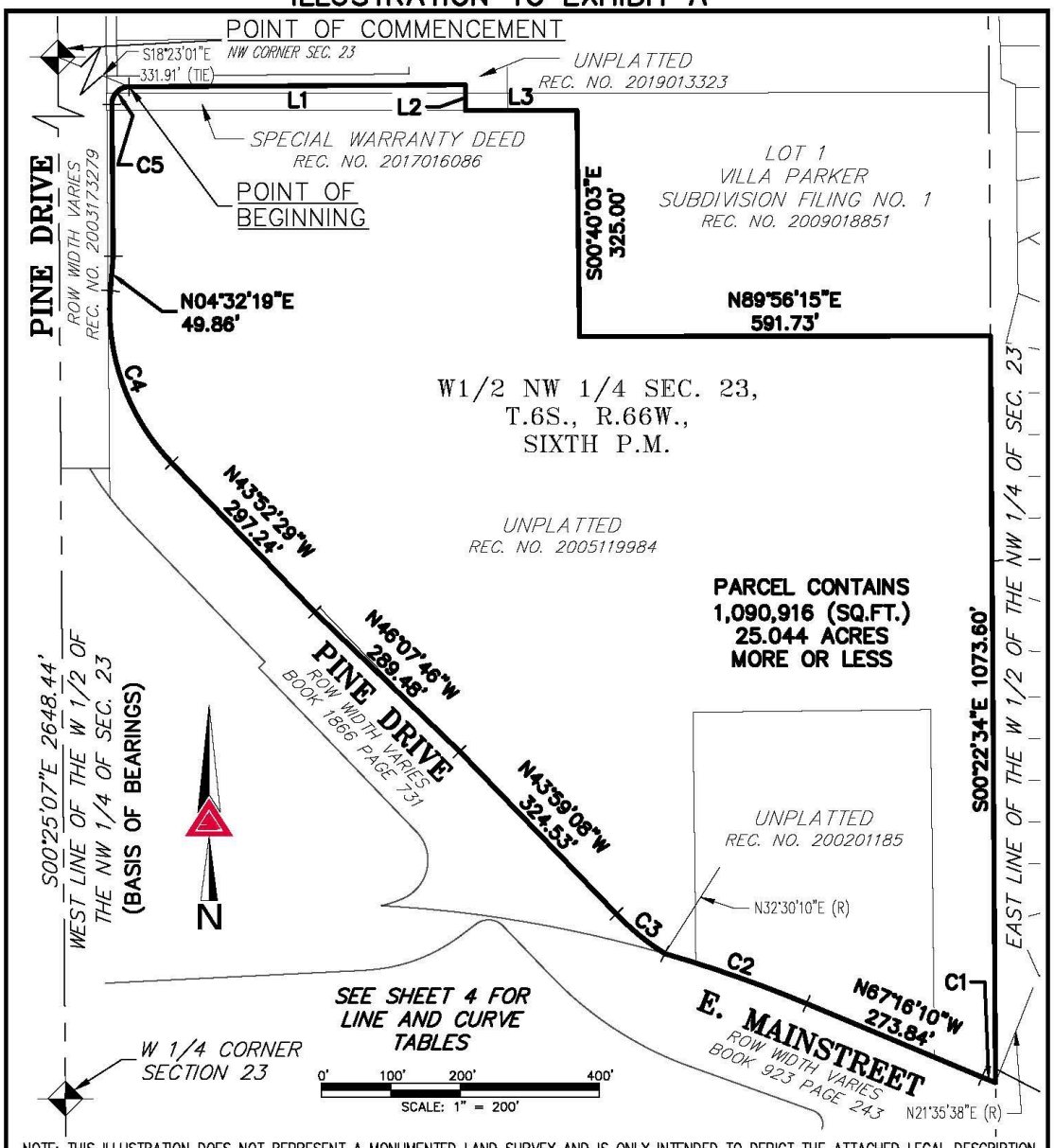
CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

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



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: 1" = 200'

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300 East Mineral Ave, Suite 1
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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

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'
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DWG NAME: OVERALL BNDY.DWG
DWG: KDS CHK: JRW
DATE: 06/29/2022
SCALE: N/A

AZTEC CONSULTANTS, INC.
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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:

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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;

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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 329.09 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.

ORDINANCE NO. 1.610, Series of 2024

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY BARGAIN AND SALE DEED TO CD-PARKER, LLC

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to CD-Parker, LLC; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Bargain and Sale Deed.

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 Bargain and Sale Deed by the Town of Parker conveying certain property to CD-Parker, LLC, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Bargain and Sale Deed 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

After Recording Return To:
Joseph Lubinski
MDH Law Group LLC
Denver, Colorado 80202

BARGAIN AND SALE DEED

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

See Exhibit A attached hereto and incorporated herein by reference

("**Parcel A**"), subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ___ day of _____, 2024_.

ATTEST:

By:_____ By:_____
Chris Vanderpool, Town Clerk Jeff Toborg, Mayor

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Jeff Toborg as Mayor and Chris Vanderpool as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

(SEAL)

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:

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**.

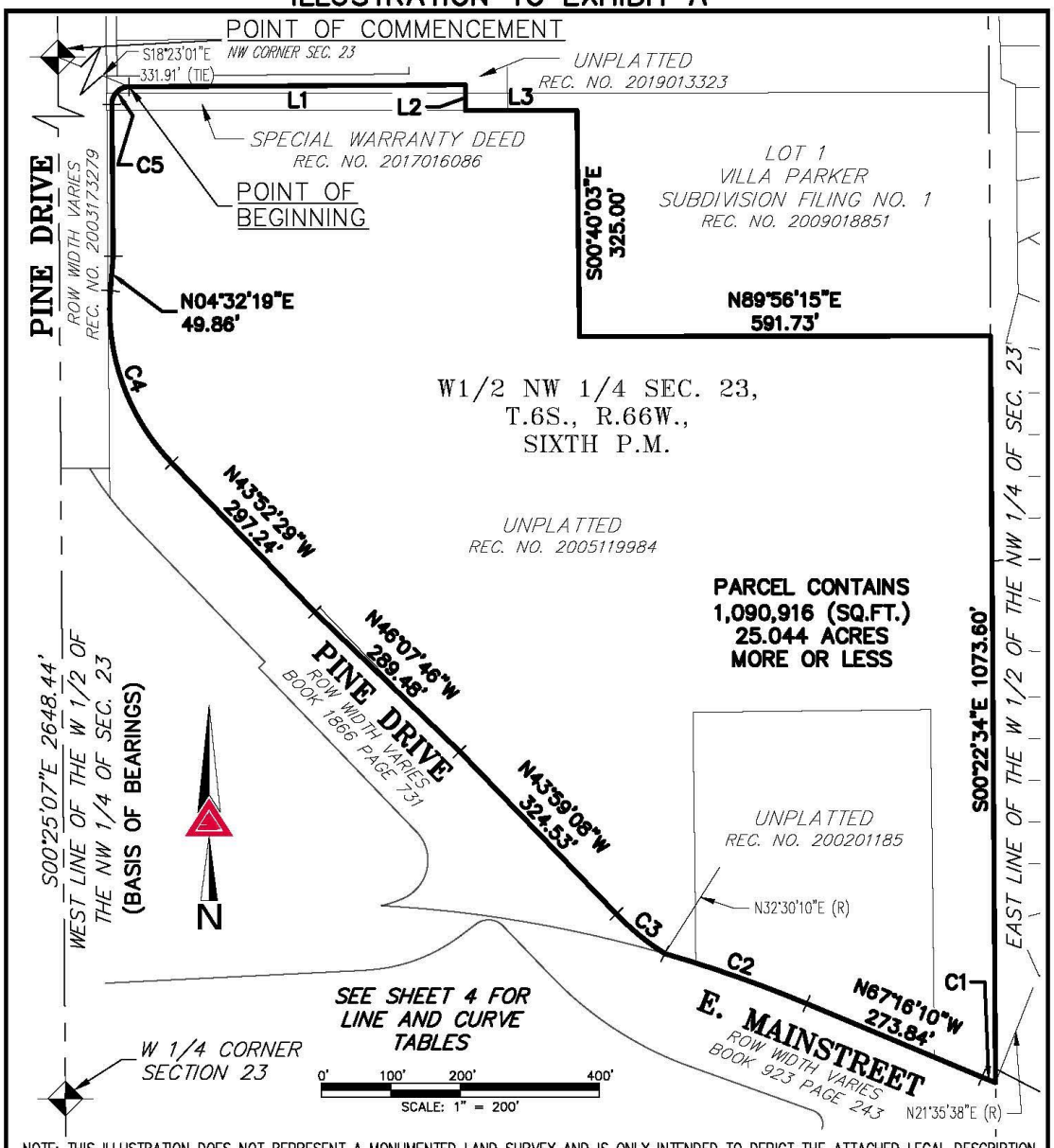
CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

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



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: 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

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
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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

1. Taxes and Assessments for the year 2022 and subsequent years.

2. 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.

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

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

5. 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.

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

7. 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

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

9. 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

10. 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

11. 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

1. **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END OF EXHIBIT B-2]

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

Purchase and Sale Terms
for Repurchase Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.131.1 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274)
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This ordinance proposes to enter into an amendment to an intergovernmental agreement to adopt a revised Access Control Plan for State Highway 83 (Parker Road).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Road, or State Highway 83, is owned and maintained by the Colorado Department of Transportation (CDOT). This includes oversight of access management along the corridor, for which CDOT has published an Access Control Plan (ACP) that sets forth current and future access locations and types along the corridor. CDOT collaborates with the local jurisdictions in forming this plan. In the Town's case, a segment from the Douglas County line through Franktown is coordinated with Douglas County, Elbert County, the Town of Elizabeth, the Town of Castle Rock, and the Town of Parker.

The original ACP was published in the mid 2000s and adopted by an intergovernmental agreement. Since that time, development and other changes along the Corridor have prompted CDOT to consider revising the ACP. Over the past two years, Town Engineering staff has worked with CDOT's team and the other jurisdictions to propose changes to the ACP that would be codified in this amended intergovernmental agreement. The proposed ACP has been agreed to by all parties, and is currently being considered and approved by the respective jurisdictions.

The proposed ACP includes minimal changes to the Town of Parker. The minor changes are reflective of access point modifications already approved as part of developments, or anticipated to be approved with future developments. The CDOT team also performed public outreach

regarding the ACP with property owners throughout the Parker Road Corridor. The segment through the Town received minor comments from the public regarding operational issues, but no significant concerns regarding access locations were received. The proposed ACP is attached to the intergovernmental agreement for reference.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 9.131.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.131.1 on second reading.

ORDINANCE NO. 9.131.1, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AMENDMENT #1 BY AND AMONG THE TOWN OF CASTLE ROCK, DOUGLAS COUNTY, ELBERT COUNTY, THE TOWN OF ELIZABETH, THE TOWN OF KIOWA, THE TOWN OF PARKER, AND THE STATE OF COLORADO ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING STATE HIGHWAY 83 ACCESS (OLA # 331003251, AMENDMENT ROUTING NO. 24-HA1-XC-00274)

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 Intergovernmental Agreement Amendment #1 By and Among the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker, and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning State Highway 83 Access (OLA # 331003251, Amendment Routing No. 24-HA1-XC-00274), 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 _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

OLA #: 331003251
Routing #: 24-HA1-XC-00274

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: NA**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 24-HA1-XC-00274
Local Agencies DOUGLAS COUNTY GOVERNMENT TOWN OF PARKER TOWN OF CASTLE ROCK		**Original Agreement** IGA dated the 27th day of June 2008, Among The Town of Castle Rock, Douglas County, Elbert County, The Town of Elizabeth, The Town of Kiowa, The Town of Parker and the Stat of Colorado Department of Transportation
Agreement Maximum Amount Total for all state fiscal years	$0.00	**Amendment Effective Date** The later of the effective date or December 05, 2023
		Initial Agreement Effective Date June 27, 2008

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY **Town of Parker**	**LOCAL AGENCY** **Town of Parker**
_____ Signature	_____ Signature
_____ By: Jeff Toborg, Mayor	_____ By: Chris Vanderpool, Town Clerk
Date: _____	Date: _____

LOCAL AGENCY **Town of Parker -Town Attorney or designee** _____ Signature _____ By: _____ Date: _____	**LOCAL AGENCY** **Town of Castle Rock** _____ Signature _____ By: Jason Gray, Mayor Date: _____
LOCAL AGENCY **Town of Castle Rock** _____ Signature _____ By: Lisa Anderson, Town Clerk Date: _____	**LOCAL AGENCY** **Town of Castle Rock** _____ Signature _____ By: Mike Hyman, Town Attorney Date: _____
LOCAL AGENCY **DOUGLAS COUNTY GOVERNMENT** **APPROVED AS TO LEGAL FORM:** _____ Signature _____ Print Name and Title Date: _____	**LOCAL AGENCY** **DOUGLAS COUNTY GOVERNMENT** **APPROVED TO AS CONTENT:** _____ Signature _____ Print Name and Title Date: _____
LOCAL AGENCY **DOUGLAS COUNTY GOVERNMENT** **APPROVED AS TO FISCAL CONTENT:** _____ Signature _____ Print Name and Title Date: _____	**LOCAL AGENCY** **DOUGLAS COUNTY GOVERNMENT** **DOUGLAS COUNTY COMMISSIONER:** _____ Signature _____ Print Name and Title Date: _____

LOCAL AGENCY **DOUGLAS COUNTY GOVERNMENT** **ATTEST:** _____ Signature _____ Print Name and Title Date: _____	

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agencies and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) BACKGROUND AND PURPOSE

BACKGROUND

An Access Control Plan (ACP) for SH 83 was originally executed in 2008 under a multi-jurisdictional Inter Governmental Agreement (IGA). The parties were the Town of Castle Rock, Douglas County, Elbert County, the Town of Elizabeth, the Town of Kiowa, the Town of Parker and the State of Colorado, Department of Transportation (CDOT). Due to the rapid growth and development that ensued along this segment of State highway in this northern portion of Douglas County, all signature agencies of the IGA agreed that the plan needed to be refreshed and updated to account for revised local agency master plans and other infill patterns of growth and changes in local mobility. The ACP encompassed the section of State Highway 83 between the Douglas/Arapahoe County Line (MP 63.12) and North Russellville Road (MP 49.89), the section of State Highway 86 (Founders Parkway) between the east ramp intersection of I-25 (MP 100.09) and the terminus of Founders Parkway (MP 104.35), and the section of State Highway 86 between Founders Parkway (MP 1.80) and MP 24.76 (hereinafter referred to as the segments). Only effected agencies will need to sign Amendments, as outlined in **Exhibit C** of the Agreement. The Voting Agencies for this Amendment are CDOT, Douglas County, The Town of Parker and the Town of Castle Rock.

PURPOSE

The Voting Agencies desire to amend this Agreement in accordance with the attached illustration and table, as described in **Exhibits B-1** and **D-1** for the SH 83 segment of the Segments. The amended access points are on portions of SH 83 in the areas of:

1.SH 83 from the Douglas Arapahoe County line to Bayou Gulch Road

2.SH 83 from immediately south of but not including the intersection of Bayou Gulch Road to North Russellville Road

5) MODIFICATIONS

1. **Exhibit B** Access Control Plan Illustrated for SH 83 shall be replaced with **Exhibit B-1** Access Control Plan Illustrated.

2. **Exhibit D** Access Descriptions for SH 83 (Parker Road) shall be replaced with **Exhibit D-1** SH 83 Access Control Plan Table MP 49.89 – MP 63.06 dated May 2, 2023, attached to this Amendment.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT B-1
Access Control Plan Illustrated - Maps

MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

COLORADO Department of Transportation

DOUGLAS COUNTY COLORADO · TOWN OF CASTLE ROCK COLORADO · PARKER COLORADO

- EXISTING TRAFFIC SIGNAL
- POTENTIAL TRAFFIC SIGNAL
- 1 COMBINE ADJACENT ACCESSES
- 2 ACCESS TO BE CLOSED WITH REDEVELOPMENT
- 3 REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR
- 4 5 **ONLY USED IN SH 86 ACP
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- 7 RIGHT-IN / RIGHT-OUT TO REMAIN
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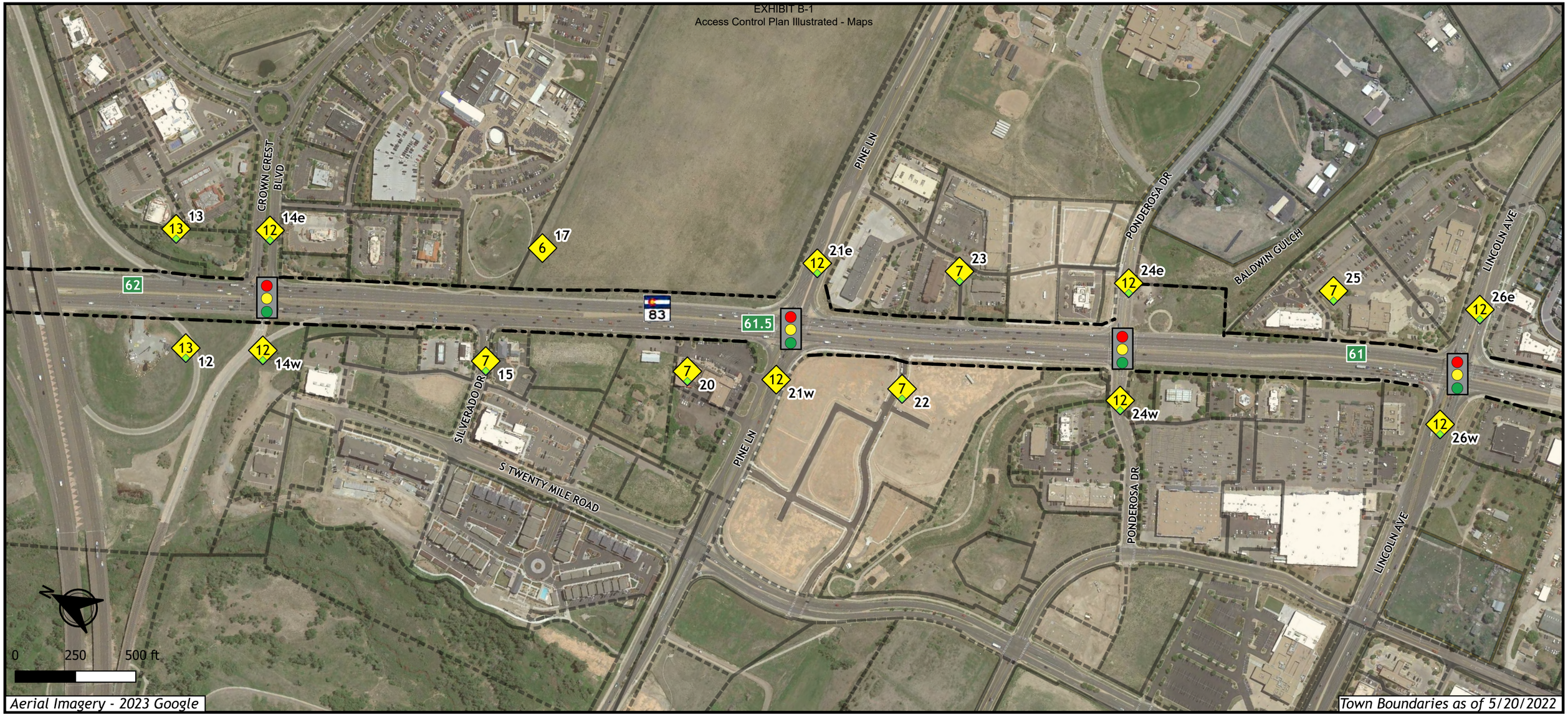
NOTE: REFER TO ACP TABLE FOR SPECIFIC CONDITIONS RELATED TO EACH ACCESS POINT

Stolfus

EXHIBIT B-1
Access Control Plan Illustrated - Maps



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

COLORADO Department of Transportation

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MAY 2, 2023

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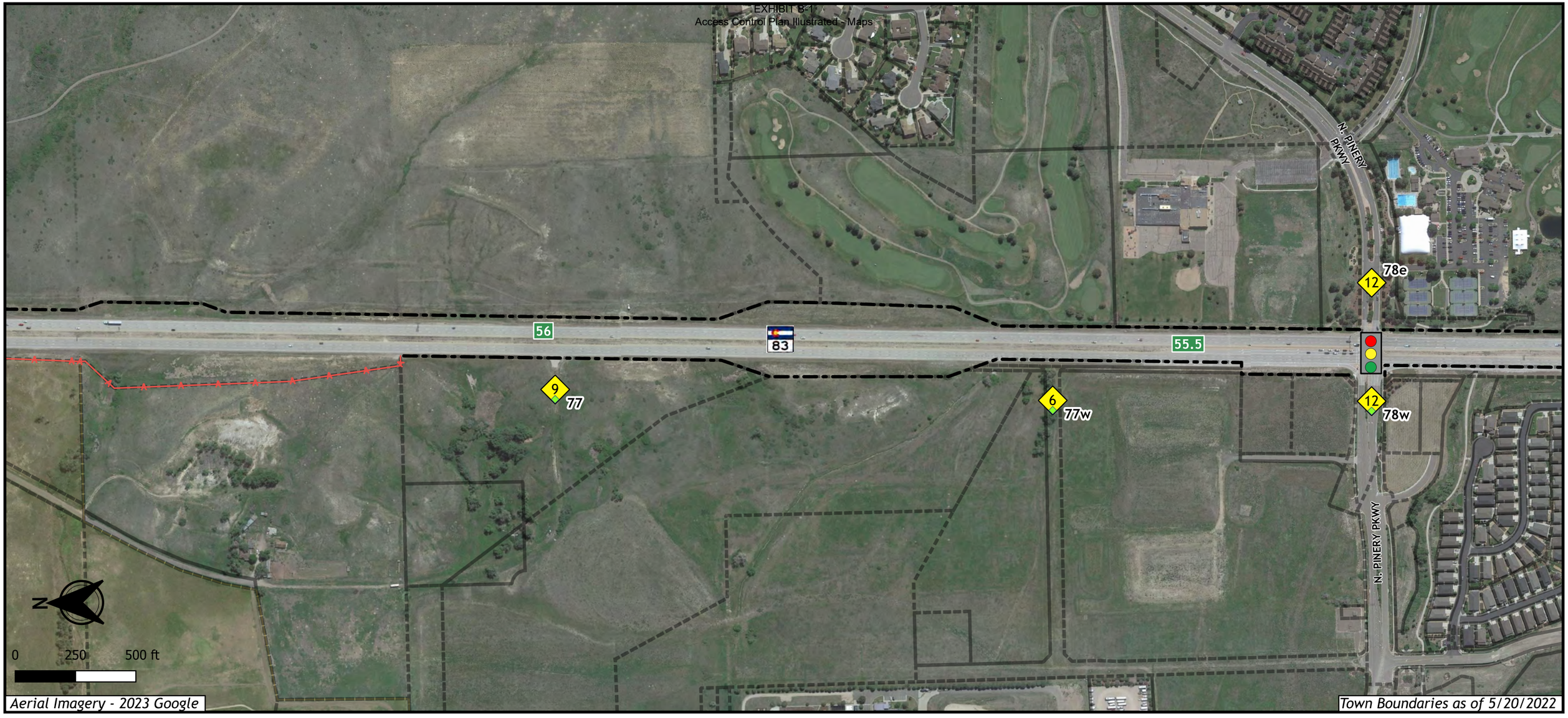

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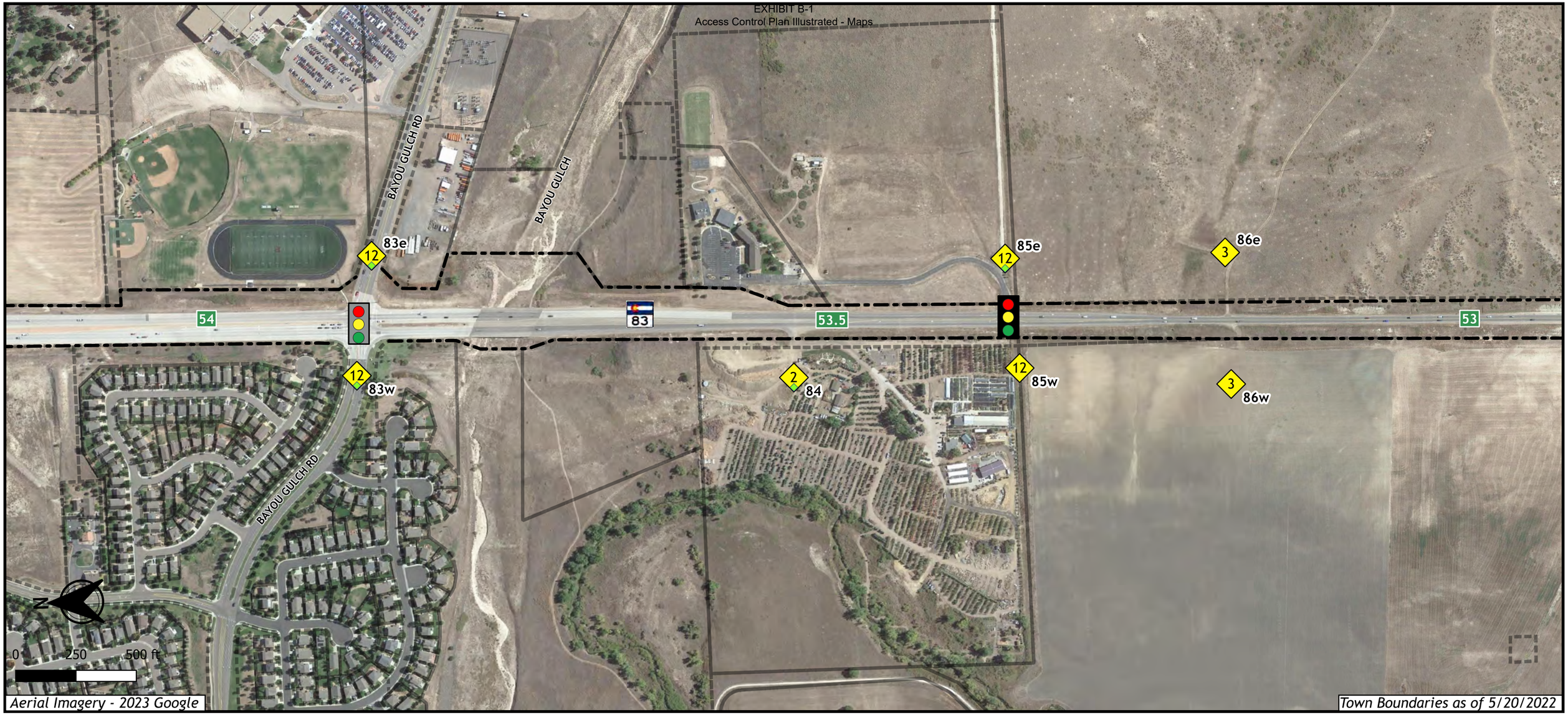

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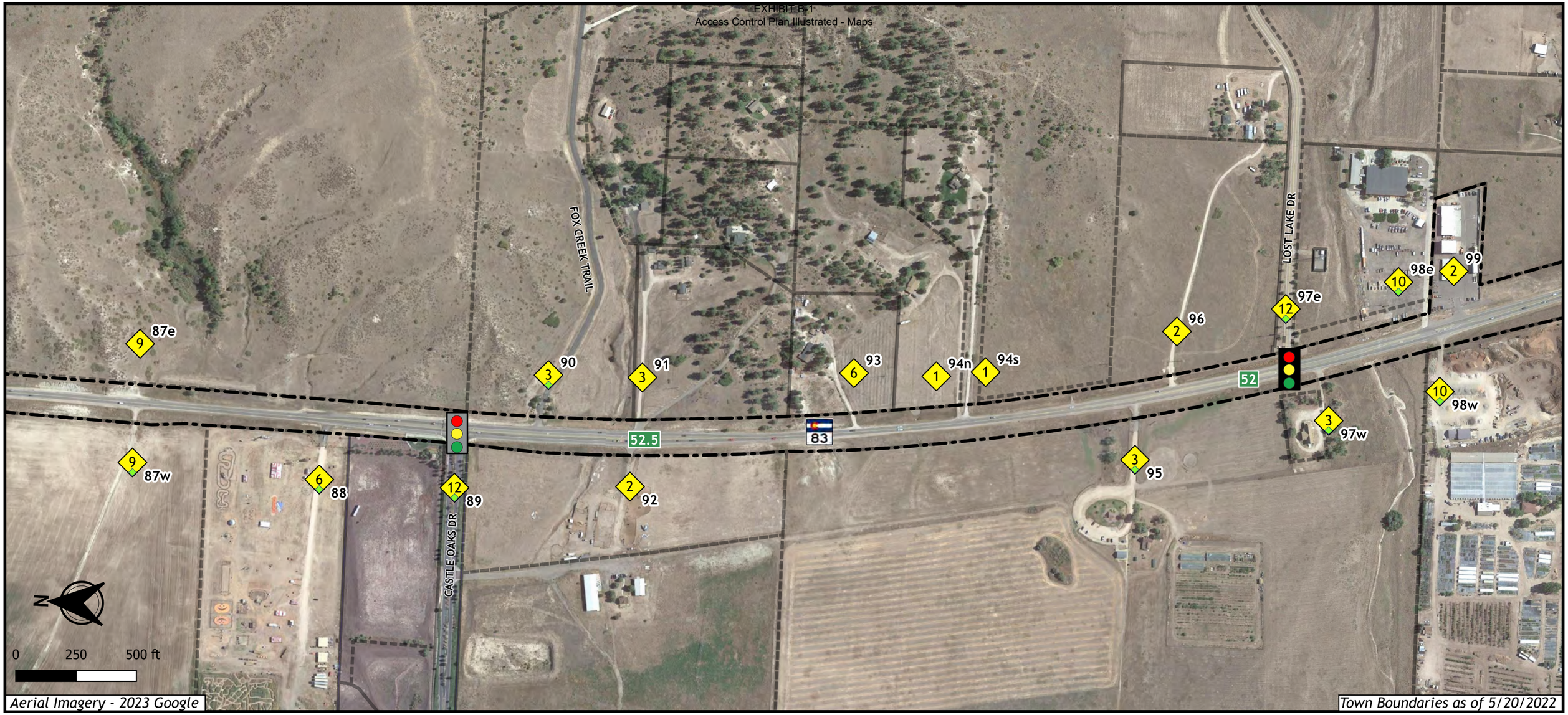

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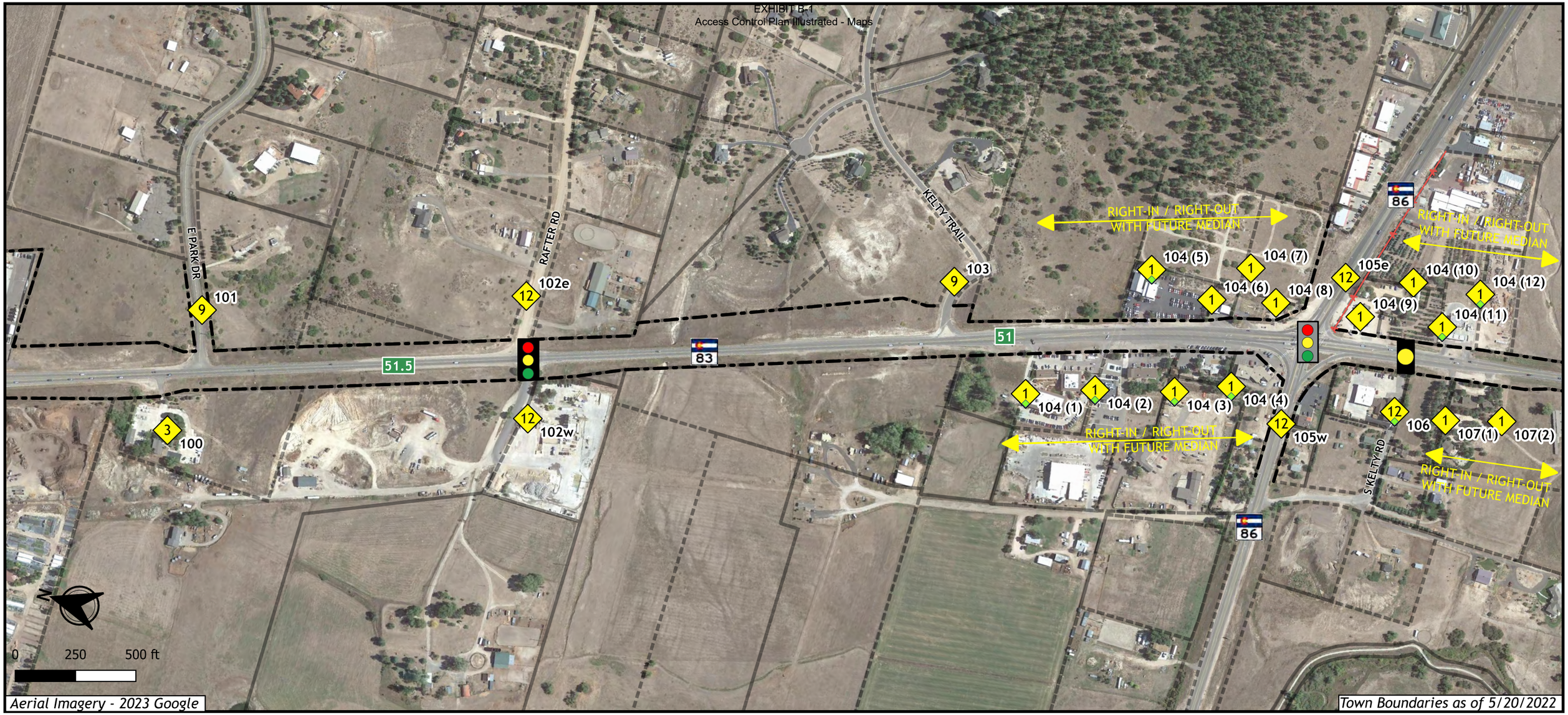
Stolfus



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

SHEET 11 OF 12

COLORADO Department of Transportation

DOUGLAS COUNTY COLORADO · TOWN OF CASTLE ROCK COLORADO · PARKER COLORADO

- EXISTING TRAFFIC SIGNAL
- POTENTIAL TRAFFIC SIGNAL
- POTENTIAL EMERGENCY TRAFFIC SIGNAL
- 1 COMBINE ADJACENT ACCESSES
- 2 ACCESS TO BE CLOSED WITH REDEVELOPMENT
- 3 REVISE ACCESS IF PROPERTY REDEVELOPS, OR IF SAFETY OR OPERATIONS ISSUES OCCUR
- 4 5 **ONLY USED IN SH 86 ACP
- 6 NEW RIGHT-IN / RIGHT-OUT
- 7 RIGHT-IN / RIGHT-OUT TO REMAIN
- 8 EXISTING 3/4 ACCESS TO REMAIN
- 9 POTENTIAL 3/4 ACCESS (U-TURNS ALLOWED)
- 10 FULL MOVEMENT ACCESS TO REMAIN UNSIGNALIZED PROVIDED ACCEPTABLE SAFETY & OPERATIONAL CONDITIONS EXIST
- 11 **ONLY USED IN SH 86 ACP
- 12 SIGNALIZED OR POTENTIALLY SIGNALIZED FULL MOVEMENT ACCESS
- 13 RIGHT-IN ONLY
- ACCESS PERMIT
- XX MILE POST

- PARKER
- CASTLE ROCK
- ACCESS CONTROL LINE
- A-LINE OPENING
- CDOT ROW
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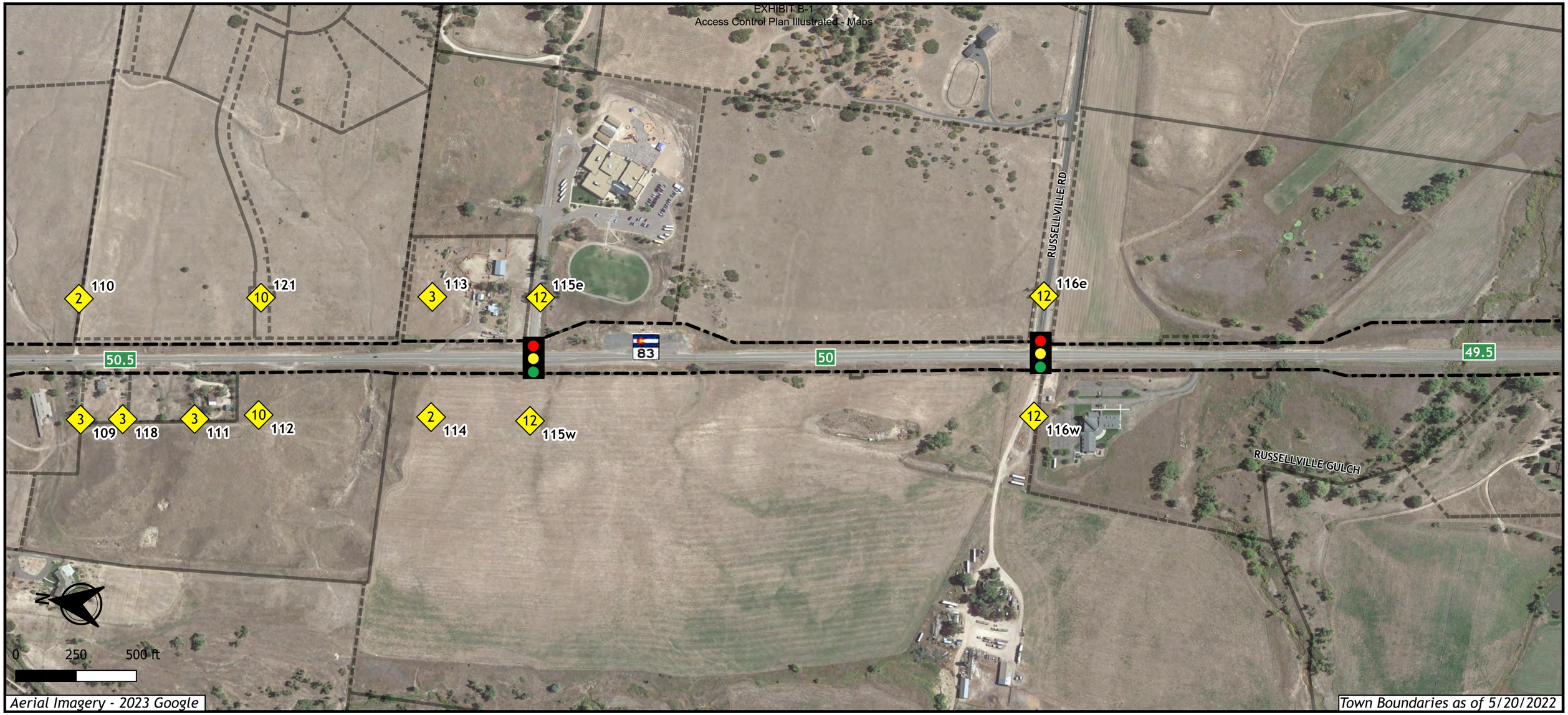
Stolfus



MAY 2, 2023

STATE HIGHWAY 83 ACCESS PLAN

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CO 83 - ACCESS CONTROL PLAN
MP 49.89 - MP 63.06
May 2, 2023

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
1	63.06	R	Residential	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
2	63.06	L	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
5w	62.83	L	E Valley Hi Dr	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
5e	62.83	R	E Valley Hi Dr	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
6	62.76	R	Residential	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
7	62.73	L	Commercial / Business	Right-in Only	Right-In Only	
8w	62.53	L	Cottonwood Dr	Signalized Full Movement	Signalized Full Movement	
8e	62.53	R	Cottonwood Dr	Signalized Full Movement	Signalized Full Movement	
9w	62.24	L	Woodman Dr	Signalized Full Movement	Signalized Full Movement	
9e	62.24	R	Woodman Dr	Signalized Full Movement	Signalized Full Movement	
10	62.19	L	SB SH 83 to WB E-470 On Ramp	Right-In Only	Right-In Only	
11	62.13	R	NB SH 83 to WB E-470 On Ramp	Right-In Only	Right-In Only	
12	62.00	L	SB SH 83 to EB E-470 On Ramp	Right-In Only	Right-In Only	
13	62.04	R	NB SH 83 to EB E-470 On Ramp	Right-In Only	Right-In Only	

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14e	61.84	R	Crown Crest Blvd	Signalized Full Movement	Signalized Full Movement	
14w	61.84	L	EB E-470 Off Ramp	Signalized Full Movement	Signalized Full Movement	
15	61.56	L	Silverado Dr	Right-in / Right-out	Right-in / Right-out	
17	61.65	R	No Access	No Access	Right-in / Right-out	Locate as far north on the property as possible.
20	61.47	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
21w	61.45	L	Pine Ln	Signalized Full Movement	Signalized Full Movement	
21e	61.45	R	Pine Ln	Signalized Full Movement	Signalized Full Movement	
22	61.37	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
23	61.33	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
24w	61.20	L	Ponderosa Dr	Signalized Full Movement	Signalized Full Movement	
24e	61.20	R	Ponderosa Dr	Signalized Full Movement	Signalized Full Movement	
25	61.03	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
26e	60.91	R	Lincoln Ave	Signalized Full Movement	Signalized Full Movement	
26w	60.91	L	Lincoln Ave	Signalized Full Movement	Signalized Full Movement	
119	60.82	R	Commercial / Business	Right-in Only	Right-In Only	
27	60.80	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Close access when alternate access to Lincoln or Parkglenn Way is available and either with redevelopment or if safety or operational issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
28	60.76	L	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment or if safety or operational issues develop.

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29w	60.70	L	Parkglenn Way	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
29e	60.70	R	Parkglenn Way	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
31	60.62	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
32	60.60	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
33	60.55	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
34	60.50	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
35	60.44	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
36	60.42	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
37	60.40	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
38	60.38	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
39	60.35	L	Mountain Man Dr	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
40	60.30	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
41w	60.23	L	Plaza Dr	Signalized Full Movement	Signalized Full Movement	
41e	60.23	R	Plaza Dr	Signalized Full Movement	Signalized Full Movement	
42	60.15	R	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
43	60.15	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if maintained and when redevelopment occurs and/or with a public project..
44	60.13	R	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
45	60.13	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
46w	60.08	L	Long's Way	3/4 Movement	3/4 Movement	

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46e	60.08	R	Long's Way	3/4 Movement	3/4 Movement	
47	60.02	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
48	60.01	L	Commercial / Business	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
49	60.01	R	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment.
50	60.00	L	Private Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
51	59.92	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
52	59.91	L	Crossroads Dr	Right-in / Right-out	Right-in / Right-out	
53w	59.78	L	Mainstreet	Signalized Full Movement	Signalized Full Movement	
53e	59.78	R	Mainstreet	Signalized Full Movement	Signalized Full Movement	
54	59.66	L	Commercial / Business	3/4 Movement	3/4 Movement	
55	59.65	R	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
56	59.39	L	Commercial / Business (Clubhouse Dr - private road)	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
57	59.39	R	Clubhouse Dr	3/4 Movement	3/4 Movement	
58w	59.19	L	Twenty Mile Rd	Signalized Full Movement	Signalized Full Movement	
58e	59.19	R	Hilltop Rd	Signalized Full Movement	Signalized Full Movement	
59	59.04	R	East Parker Square Drive	Right-in / Right-out	Right-in / Right-out	

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60	58.95	L	Residential	Right-in / Right-out	3/4 Movement	A-line opening modification required if relocated and when redevelopment occurs and/or with a public project. A 3/4 movement may be implemented if operational analysis supports addition of left turn movement at this location. If operational analysis does not support, access will be restricted to right-in, right-out.
62	58.60	L	No Access	No Access	Future location of proposed twenty mile road connection TBD	
63w	58.50	L	Indian Pipe Ln	Signalized Full Movement	Signalized Full Movement	
63e	58.50	R	Pine Dr	Signalized Full Movement	Signalized Full Movement	
64	58.36	R	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if relocated and when redevelopment occurs and/or with a public project.
65	58.15	R	E Shady Ridge Parkway	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
66w	57.88	R	Hess Rd	Signalized Full Movement	Signalized Full Movement	
66e	57.88	R	Hess Rd	Signalized Full Movement	Signalized Full Movement	A-line opening not wide enough. A-line modification required when redevelopment occurs and/or with a public project.
67e	57.73	R	Cockriel Dr	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
67w	57.75	L	No Access	No Access	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
69w	57.32	L	J. Morgan Blvd	Signalized Full Movement	Signalized Full Movement	
69e	57.32	R	J. Morgan Blvd	Signalized Full Movement	Signalized Full Movement	
70	57.19	L	Stroh Ranch Ct	Right-in / Right-out	Right-in / Right-out	
71	57.00	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
72	57.03	R	Bucktail Dr	Right-in / Right-out	Right-in / Right-out	

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73w	56.86	L	Stroh Rd	Signalized Full Movement	Signalized Full Movement	
73e	56.86	R	Stroh Rd	Signalized Full Movement	Signalized Full Movement	
117	56.72	L	Commercial / Business	Right-in / Right-out	Right-in / Right-out	
74	56.77	R	Field Access	Right-in / Right-out	Right-in / Right-out	A-line opening modification required when redevelopment occurs and/or with a public project.
75	56.54	R	Christianson Ln	Unsignalized Full Movement	Potentially Signalized Full Movement	Retain as emergency access only. A signal may be implemented if and when warranted per current MUTCD standards if Access 76 remains in current location. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
76	56.54	L	Christianson Ln	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. May be relocated based on sight distance considerations, but must remain a t-intersection if separated from emegency access at Access 75.
77	55.99	L	Field Access	Right-in / Right-out	3/4 Movement	With redevelopment, if it becomes future county public road. Remains RIRO if access remains private. U-turns allowed if 3/4 movement.
77w	55.61	L	No Access	No Access	Right-in / Right-out	With redevelopment.
78w	55.36	L	N. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
78e	55.36	R	N. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
120	55.20	L	Residential	Right-in / Right-out	Right-in / Right-out	Emergency access only.
79	55.02	L	Field Access	Right-in / Right-out	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. A-line opening modification required if maintained and when redevelopment occurs and/or with a public project.

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80	56.54	L	Scott Rd	Unsignalized Full Movement	Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. A-line opening modification required when redevelopment occurs and/or with a public project.
82w	54.22	L	Old Schoolhouse Rd	Signalized Full Movement	Signalized Full Movement	
82e	54.22	R	S. Pinery Pkwy	Signalized Full Movement	Signalized Full Movement	
83w	53.86	L	Bayou Gulch Rd	Signalized Full Movement	Signalized Full Movement	
83e	53.86	R	Bayou Gulch Rd	Signalized Full Movement	Signalized Full Movement	
84	53.51	L	Commercial / Business	Right-in / Right-out	Close Access	With redevelopment. May restrict movements with median prior to redevelopment.
85e	53.35	R	Trinity Lutheran School	3/4 Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards, and if and when cross-access agreements have been legally established for adjacent properties of interest. Once a signal is warranted and until such time as the cross access agreements are legally established and the signal is constructed, movements may be restricted if operational or safety issues develop.
85w	53.35	L	Commercial / Business	No Access	Potentially Signalized Full Movement	The 4th leg of a full movement intersection across from Access 85e may be implemented with redevelopment. Cross-access agreements are required between properties of interest upon redevelopment. A signal may be implemented if and when warranted per current MUTCD standards, and if and when cross-access agreements have been legally established for adjacent properties of interest. Once a signal is warranted and until such time as the cross access agreements are legally established and the signal is constructed, movements may be restricted if operational or safety issues develop.

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[8] U-turns to be allowed at all full movement and 3/4 movement access points. Improvements to accommodate u-turn movement may be required.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
86w	53.17	L	Field Access	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. Access to close when access to 85w is available and cross-access agreements are established.
86e	53.17	R	Field Access	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. Access to close when access to 85e is available and cross-access agreements are established.
87w	52.85	L	Field Access	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
87e	52.85	R	Field Access	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
88	52.70	L	Commercial / Business	Unsignalized Full Movement	Right-in / Right-out	With future median.
89	52.60	L	Castle Oaks Dr	Signalized Full Movement	Signalized Full Movement	
90	52.54	R	Fox Creek Trail	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Relocate to align with Castle Oaks Dr intersection or right-in / right-out with future median.
91	52.46	R	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Close access and connect to relocated Fox Creek Trail or right-in / right-out with future median.
92	52.46	L	Commercial/Business	Unsignalized Full Movement	Close Access	With redevelopment. May restrict movements with median prior to redevelopment.
93	52.29	R	Residential	Unsignalized Full Movement	Right-in / Right-out	With future median.
94n	52.20	R	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
94s	52.19	R	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
95	52.07	L	Hidden Mesa Open Space	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
96	52.03	R	Private Access	Unsignalized Full Movement	Close Access	With redevelopment. Access via Lost Lake Dr. May Restrict movements with median prior to redevelopment.
97e	51.95	R	Lost Lake Dr	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
97w	51.92	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Relocate to align with Lost Lake Dr intersection (97e) and make access a public road or right-in / right-out with future median.
98w	51.82	L	Commercial / Business	Unsignalized Full Movement	Unsignalized Full Movement	Realign with access 98e. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
98e	51.83	R	Commercial / Business	Unsignalized Full Movement	Unsignalized Full Movement	Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
99	51.80	R	Commercial / Business	Unsignalized Full Movement	Close Access	Close access when alternate access to Access 98e is available and either with redevelopment or if safety or operational issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared. May restrict movements with median prior to redevelopment.
100	51.66	L	Commercial / Business	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. If redevelopment occurs prior to median, relocate across from Access 101. Otherwise, restrict movements with median.
101	51.63	R	E Park Dr	Unsignalized Full Movement	3/4 Movement	U-turns allowed; with future median.
102w	51.37	L	Rafter Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	Realign with access 102e with future public improvement project. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
102e	51.37	R	Rafter Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
103	51.04	R	Kelty Trail	Right-in / Right-out	3/4 Movement	U-turns allowed; with future median.
104 (1)	50.97	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (2)	50.91	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (3)	50.85	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (5)	50.88	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (4)	50.81	L	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (6)	50.81	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (7)	50.80	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (8)	50.80	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
105w	50.76	L	SH 86	Signalized Full Movement	Signalized Full Movement	

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
105e	50.76	R	SH 86	Signalized Full Movement	Signalized Full Movement	
104(9)	50.72	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (10)	50.70	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (11)	50.67	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
104 (12)	50.66	R	Commercial / Business	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
106	50.68	L	S Kelty Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	Full movement access contingent upon emergency vehicle purposes only. A signal may be implemented if and when warranted per current MUTCD standards for emergency vehicle access.
107 (1)	50.67	L	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
107 (2)	50.65	L	Residential	Unsignalized Full Movement	Combine adjacent accesses and create new Right-in / Right-out access	With redevelopment and future median or if safety or operations issues occur. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
109	50.55	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
110	50.55	R	Residential	Unsignalized Full Movement	Close Access	With redevelopment. Access via Access 121. May restrict movements with median prior to redevelopment.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
118	50.52	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
111	50.47	L	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Revised access options include movement restrictions, consolidation, relocation, or shared access. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
112	50.39	L	No Access	No Access	Unsignalized Full Movement	A 4-legged full movement access may be implemented - location to be field verified. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
121	50.39	R	No Access	No Access	Unsignalized Full Movement	A 4-legged full movement access may be implemented - location to be field verified. Remain unsignalized provided acceptable safety and operational conditions exist. Restrict movements as needed to address safety or operational issues.
113	50.37	R	Residential	Unsignalized Full Movement	Revise access if property redevelops, or if safety or operations issues occur	Combine access at full movement intersection at Access 121 or Access 115e or right-in/right-out with future median. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
114	50.37	L	Field Access	Unsignalized Full Movement	Close Access	With redevelopment. Access via Access 115w. May restrict movements with median prior to redevelopment.
115e	50.30	R	Franktown Elementary	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross-access agreements required between properties of interest upon redevelopment if accesses are shared.
115w	50.30	L	No Access	No Access	Potentially Signalized Full Movement	The 4th leg of a full movement intersection across from Access 115e may be implemented with redevelopment. Cross-access agreements are required between properties of interest upon redevelopment. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as the signal is constructed, movements may be restricted if operational or safety issues develop.

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Access ID No.	Mile Post *	Side[1]	Description	Existing Configuration	Proposed Configuration[7,8,9]	Conditions for Implementation[2,3,4,5,6,8]
116w	49.89	L	North Russelville Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.
116e	49.89	R	North Russelville Rd	Unsignalized Full Movement	Potentially Signalized Full Movement	A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop.

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

This item contains six (6) ordinances approving the Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on final construction drawings for an upcoming capital improvement project known as the Lincoln Avenue/Jordan Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road and Jordan Road between Stonegate Parkway and Lincoln Avenue. The roadways will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In July 2023, Town Council approved Ordinance No. 1.589, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Lincoln Ave necessary to construct the Project. In October 2023, Town Council approved Ordinance No. 1.592, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Jordan Road necessary to construct the Project. There are thirty-six (36) impacted parcels inside the project limits, and these ordinances address the acquisition of the required permanent and temporary easements on six (6) of the impacted parcels.

These six (6) acquisitions include approximately 6,558 square feet (SF) of permanent easement that is needed to accommodate construction of sidewalks and curb ramps and approximately 1,669 SF of temporary construction easement that is needed to restore/reconstruct portions of the parcels disrupted by construction. See the Vicinity Map attached to this memorandum.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary permanent and temporary easements, is $186,170. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.611
3. Ordinance No. 1.612
4. Ordinance No. 1.613
5. Ordinance No. 1.614
6. Ordinance No. 1.615
7. Ordinance No. 1.616

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.611 on second reading.
2. I move to approve Ordinance No. 1.612 on second reading.
3. I move to approve Ordinance No. 1.613 on second reading.
4. I move to approve Ordinance No. 1.614 on second reading.
5. I move to approve Ordinance No. 1.615 on second reading.
6. I move to approve Ordinance No. 1.616 on second reading.

LINCOLN AVENUE WIDENING PROJECT
(KEYSTONE BLVD TO PARKER RD)
PONDEROSA DR
LINCOLN AVE
PERMANENT EASEMENT
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PARCEL 20 VEHICLE VAULT LLC
PARCEL 23 HALLE PROPERTIES LLC
PARCEL 24 PARKER MEADOWS LLC
PARCEL 26 9910MTWLLC
PARCEL 28 TWENTY MILE PARTNERS LLC
PARCEL 29 THE NGUYEN LLC
TWENTY MILE RD
DRANSFELDT RD
LINCOLN MEADOWS PKWY
N
W
E
S
0
440
880
Feet
Copyright (C) - Town of Parker, Colorado
Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

ORDINANCE NO. 1.611, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN VEHICLE VAULT LLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Vehicle Vault LLC and the Town of Parker for a Portion of Lot 4, Lincoln Meadows Filing No. 4, 1st Amendment, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 11 day of April, 2024, by and between **Vehicle Vault LLC,** a Colorado limited liability company, ("Seller") and the **Town of Parker**, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

(b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$8,450.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable permanent easement rights described in **Exhibit A**, and temporary easement rights described in **Exhibit B**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title

commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in **Exhibit A** to Purchaser.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in **Exhibit B** to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on

the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to

compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the

property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the

Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

SELLER
Vehicle Vault LLC,
a Colorado limited liability company

BY: _____

TITLE: CEO

PRINT: Erin C. Hutchison

STATE OF COLORADO)
) ss.
COUNTY OF)

The above and foregoing document was acknowledged before me this 11 day of April, 2024 by Erin Hutchison as CEO of Vehicle Vault LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

DARRELL W BURKHARDT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144038301
MY COMMISSION EXPIRES OCT 3, 2026

_____
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Kristin S. Hoffmann, Town Attorney

1/18/2024

EXHIBIT "A"

PARCEL NUMBER: PE-20
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-20, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, RECORDED SEPTEMBER 03, 2013 AT RECEPTION NO. 2013073075, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 83°00'48" EAST, A DISTANCE OF 4,296.06 FEET TO THE INTERSECTION OF THE EASTERLY BOUNDARY OF SAID LOT 4 AND THE WESTERLY RIGHT-OF-WAY OF LINCOLN MEADOWS PARKWAY RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 28°32'39" EAST, A DISTANCE OF 22.19 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NORTH 75°44'11" WEST, A DISTANCE OF 39.71 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 4 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,332.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 18°33'35" WEST;

THENCE ALONG SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°16'12", AN ARC LENGTH OF 29.52 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.007 ACRES, (322 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 "B"

PARCEL NUMBER: TCE-20
May 8, 2023
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-20, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 4, 1ST AMENDMENT, RECORDED SEPTEMBER 03, 2013 AT RECEPTION NO. 2013073075, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MEREIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 81°01'50" EAST, A DISTANCE OF 3,974.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4 AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 74°37'52" EAST, A DISTANCE OF 99.93 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND SOUTHERLY RIGHT-OF-WAY, SOUTH 16°40'26" EAST, A DISTANCE OF 13.74 FEET;

THENCE SOUTH 73°08'17" WEST, A DISTANCE OF 99.91 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 16°40'21" WEST, A DISTANCE OF 16.34 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.034 ACRES, (1,502 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

ORDINANCE NO. 1.612, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE NGUYEN, LLC, AND THE TOWN OF PARKER FOR LOT 4B, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between The Nguyen, LLC, and the Town of Parker for Lot 4B, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 29 day of April, 2024, by and between The Nguyen, LLC, a Colorado limited liability company , ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$20,200.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted

Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property

and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions,

covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees to coordinate with owner's landscaper to replace current landscaping adjacent to Lincoln Avenue from the south edge of the proposed easement with xeriscape. New xeriscape will be consistent with and tie into existing xeriscape in this area, and the total cost of the new xeriscape shall not exceed $8,500.00.

22. Owner is responsible for updating landscaping plan with the Town of Parker Planning Department.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

The Nguyen, LLC
a Colorado limited liability company

BY: Liem Sei Nguyen

TITLE: Member

PRINT: LIEM NGUYEN

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24 day of April 2024 by Liem Nguyen, as Member of The Nguyen, LLC, a Colorado limited liability company.

SEAL

JUSTINA LOUISE THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194048154
MY COMMISSION EXPIRES DECEMBER 31, 2027

Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-29
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-29, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4B, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, RECORDED DECEMBER 11, 2003 AT RECEPTION NO. 2003174766, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°38'27" EAST, A DISTANCE OF 5,876.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 4B AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 4B, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 140.51 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4B;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°00'30" WEST, A DISTANCE OF 5.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4B AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°29'05" EAST, A DISTANCE OF 140.51 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.018 ACRES, (798 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

ORDINANCE NO. 1.613, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN HALLE PROPERTIES, L.L.C., AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Halle Properties, L.L.C., and the Town of Parker for a Portion of Lot 3, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 29 day of April, 2024, by and between **Halle Properties, LLC., an Arizona limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

(b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$30,900.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including a permanent easement rights described in **Exhibit A**, and temporary easement rights described in **Exhibit B** subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall

be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its

contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Halle Properties, LLC.,
an Arizona limited liability company

BY: _____

TITLE: Agent

PRINT: Sasha Zabihi

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The above and foregoing document was acknowledged before me this 29th day of April, 2024 by Sasha Zabihi as Agent of Halle Properties, LLC., an Arizona limited liability company.

WITNESS my hand and official seal.

DESIREE HATHAWAY
Notary Public - Arizona
Maricopa County
Commission # 601125
My Comm. Expires Feb 11, 2025

Desiree Hathaway
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-23
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-23, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 85°44'08" EAST, A DISTANCE OF 4,618.09 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 3 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 3 AND SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 57°21'18" EAST, A DISTANCE OF 171.23 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 3;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 3, SOUTH 29°38'41" EAST, A DISTANCE OF 6.81 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, SOUTH 57°25'10" WEST, A DISTANCE OF 171.22 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 3;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 29°38'41" WEST, A DISTANCE OF 6.62 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.026 ACRES, (1,149 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 "B"

PARCEL NUMBER: TCE-23
May 8, 2023
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-23, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 85°37'17" EAST, A DISTANCE OF 4,652.38 FEET TO THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN 28' DRAINAGE AND UTILITY EASEMENT RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, NORTH 57°21'18" EAST, A DISTANCE OF 21.98 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY, SOUTH 32°38'42" EAST, A DISTANCE OF 8.19 FEET;

THENCE SOUTH 60°22'31" WEST, A DISTANCE OF 22.01 FEET;

THENCE NORTH 32°38'42" WEST, A DISTANCE OF 7.03 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRCTION EASEMENT CONTAINS AN AREA OF 0.004 ACRES, (167 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

ORDINANCE NO. 1.614, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN PARKER MEADOWS LLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 3, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Parker Meadows LLC and the Town of Parker for a Portion of Lot 3, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 7 day of MAY, 2024, by and between **Parker Meadows LLC, a Colorado limited liability company**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a permanent easement to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire a permanent easement from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the permanent easement shall be **$50,100.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the permanent easement as described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's

knowledge, it comprises all of the parties who have a fee interest in the property interests being acquired herein.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the permanent easement that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct

(a) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(b) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(c) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an

admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance. The foregoing options are Purchaser's exclusive remedies against Seller for its failure to consummate this Agreement.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Parker Meadows LLC,
a Colorado limited liability company

BY:_____

TITLE: Manager

PRINT: Nezar Awelda

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The above and foregoing document was acknowledged before me this 2 day of May, 2024 by Nezar Aweida as Manager of Parker Meadows LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

VIRGINIA HAJN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244011399
MY COMMISSION EXPIRES MARCH 20, 2028

_____
Notary Public My commission expires: March 20, 2028

PURCHASER:

TOWN OF PARKER

By:_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-24
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-24, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 88°41'06" EAST, A DISTANCE OF 5,013.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 4, SOUTH 00°00'29" EAST, A DISTANCE OF 6.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,169.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°29'18" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°56'16", AN ARC LENGTH OF 243.62 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 57°25'10" WEST, A DISTANCE OF 49.47 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 29°38'41" WEST, A DISTANCE OF 6.81 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 4 AND SAID SOUTHEASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 57°21'18" EAST, A DISTANCE OF 42.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 32°37'28" EAST;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°16'26", AN ARC LENGTH OF 254.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.045 ACRES, (1,961 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

Q:\ ;\Legals

ORDINANCE NO. 1.615, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN 9910MTWLLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 2, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between 9910MTWLLC and the Town of Parker for a portion of Lot 3, Lincoln Meadows Filing No. 2, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2024, by and between 9910MTWLLC, a Colorado limited liability company, whose address is 6085 Templeton Gap Road, Colorado Springs, CO 80923("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$47,620.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's

knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property

and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed

upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees at the Town's expense to replace the current irrigated sod north of the drainage rock with like rock/xeriscape materials. The Town shall coordinate with the Purchaser's representative to assure the materials installed by the Town are consistent with the existing rock/xeriscape materials.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

9910MTWLLC,
a Colorado limited liability company

BY: Michael Wiegl

TITLE: Member

PRINT: MICHAEL WIEGL

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 1 day of May 2024 by Michael Wiegl, as Member of 9910MTWLLC, a Colorado limited liability company.

SEAL

Notary Public

SHAUNI COLEMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164001147
MY COMMISSION EXPIRES JANUARY 12, 2028

PURCHASER:
TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-26
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-26, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 3, LINCOLN MEADOWS FILING NO. 2, RECORDED JUNE 2, 2003 AT RECEPTION NO. 2003081876, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°35'38" EAST, A DISTANCE OF 5,577.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 3, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 169.94 FEET;

THENCE SOUTH 44°42'53" WEST, A DISTANCE OF 35.95 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 3 AND THE EASTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'30" WEST, A DISTANCE OF 30.58 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 02°05'37" EAST;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1 AND SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'54", AN ARC LENGTH OF 24.50 FEET;

2. NON-TANGENT TO SAID CURVE, NORTH 89°29'05" EAST, A DISTANCE OF 170.75 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.033 ACRES, (1,425 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

Q:\ \Legals

ORDINANCE NO. 1.616, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN TWENTY MILE PARTNERS, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 4A, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, FOR THE LINCOLN AVENUE WIDENING PROJECT

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 Right-of-Way Purchase and Sale Agreement by and between Twenty Mile Partners, LLC, and the Town of Parker for a Portion of Lot 4A, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 26TH day of APRIL, 2024, by and between Twenty Mile Partners, LLC, a Colorado limited liability company, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) A permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A,** attached hereto and incorporated herein by this reference; and

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$28,900.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted

Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) A permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit B to Purchaser.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the

Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives,

successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

21. Landscaping. The Town agrees to coordinate with owner's landscaper to replace current landscaping adjacent to Lincoln Avenue from the south edge of the proposed easement with xeriscape. New xeriscape will be consistent with and tie into existing xeriscape in this area, and the total cost of the new xeriscape shall not exceed $8,500.00.

22. Owner is responsible for updating landscaping plan with the Town of Parker Planning Department.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Twenty Mile Partners, LLC
a Colorado limited liability company

BY: _____

TITLE: MANAGING PARTNER

PRINT: THOMAS L. STONE

STATE OF COLO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 26 day of April 2024 by Thomas L. Stone, as Managing Partner of Twenty Mile Partners, LLC, a Colorado limited liability company.

SEAL

PATRICIA LILLMARS
Notary Public
State of Colorado
Notary ID # 20024029684
My Commission Expires 10-12-2026

Patricia Lillmars
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-28
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-28, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4A, LINCOLN MEADOWS FILING NO. 2, 1ST AMENDMENT, RECORDED DECEMBER 11, 2003 AT RECEPTION NO. 2003174766, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 89°35'38" EAST, A DISTANCE OF 5,577.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 4A AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4A AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°29'05" EAST, A DISTANCE OF 159.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 4A;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 4A, SOUTH 00°00'30" EAST, A DISTANCE OF 5.68 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'03" WEST, A DISTANCE OF 159.01 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4A;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°00'30" WEST, A DISTANCE OF 5.68 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.021 ACRES, (903 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

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.371 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Traffic Signal at the Intersection of Hess Road and Tammy Lane
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for partial construction funding for the proposed Hess Road and Tammy Lane traffic signal construction project. This IGA is needed to formalize negotiations to jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For the past several years, Town staff has received comments from citizens regarding the need for a traffic signal at the Hess Road and Tammy Lane intersection. The Engineering/Public Works Department has undertaken several warrant studies per Federal Manual on Uniform Traffic Control Devices (MUTCD) standards in the past and until recently, the location did not meet minimum standards for installation of a traffic signal. The most recent warrant study, completed in 2023, revealed that the annually increasing traffic on Hess Road is over 30,000 vehicles per day and now meets the minimum MUTCD requirements to install a traffic signal. Due to the intersection meeting requirements for traffic signal installation and, in conjunction with construction underway on the south leg of the intersection, the Town has commenced the design effort for this capital improvement project with competitive bidding anticipated to occur in the second half of 2024.

The Town has received funding from the development on the south side of the intersection for their proportion of the anticipated costs. Since Douglas County's roadway maintenance facility is located on the northeast corner of the intersection, Town staff commenced discussions with Douglas County staff last year about potential 2024 construction funding for the traffic signal. Due to that coordination, Douglas County budgeted/appropriated $200,000 for the construction of this traffic signal as part of its 2024 budget.

This Douglas County IGA would commit Douglas County to a $200,000 funding contribution for the construction of the Hess/Tammy traffic signal project. Due to lead time of materials needed for construction, construction is not anticipated to be completed until 2025. Due to the variability in the start of construction, the IGA has a flexible construction contract award date of June 30, 2025, and a substantial completion date of June 30, 2026.

The Douglas County Board of County Commissioners is tentatively scheduled to review this IGA at their July 9, 2024, meeting.

FINANCIAL IMPACT

Funding has been appropriated for this capital improvement project in the Traffic Control Capital projects Fund (301-4293).

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Hess Road at Tammy Lane Traffic Signal IGA Vicinity Map with aerial
2. Ordinance No. 9.371

RECOMMENDED MOTION

I move to approve Ordinance No. 9.371 on second reading.

Hess Road at Tammy Lane
Traffic Signal IGA Vicinity Map
BRIAN DR
JORDAN RD
TAMMY LN
PARKER TOWN BOUNDARY
PATTY LN
RANDY DR
PARKER TOWN BOUNDARY
KING CT
Douglas County Maintenance Facility
Town of Parker Public Works Facility
TRIPLE CROWN DR
PARDEE ST
HESS RD
Proposed Traffic Signal
FRENCH CREEK AVE
VENTANA ST
MOTSENBOCKER RD
CALENDULA DR
TREJO CIR
RED ROSA CIR
BRAMWELL DR
KEYSER CREEK AVE
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ORDINANCE NO. 9.371, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF HESS ROAD AND TAMMY LANE

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 Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the construction of the traffic signal at the intersection of Hess Road and Tammy Lane, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF HESS ROAD AND TAMMY LANE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, **2024**, (the "Effective Date") by and between the Town of Parker, a Colorado home rule municipal corporation (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town and the County desire to enter into an intergovernmental agreement to share in the cost to design and construct a traffic signal at the intersection of Hess Road and Tammy Lane, (the "Project"); and

WHEREAS, the current estimated cost to design and construct the Project is approximately Eight Hundred Thousand and 00/100 Dollars ($800,000.00), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein; and

WHEREAS, currently, the Project is anticipated to commence in 2025.

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County's participation in the funding of the Project.

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

1. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town's responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates, right-of-way/easement acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing. The Town shall be responsible for issuing any permits required for the Project.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining all the improvements associated with the Project.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Two Hundred Thousand and 00/100 Dollars ($200,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before December 31, 2024. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **June 30, 2025**, and unless an extension is agreed to in writing by both Parties prior to **June 15, 2025**, then the County may terminate this Agreement and the Town shall refund the County Contribution to the County.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **June 30, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project**.**

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

With electronic copy sent to: contracts!@parkerco.gov

Douglas County: Douglas County
Attn: Director of Public Works
100 Third Street
Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the

Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held 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.

13. Recitals**.** The Recitals to this Agreement are incorporated herein by this reference.

14. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

15. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

_____
Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Town Attorney

[*Remainder of the page intentionally left blank; signatures continue on following page*]

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By: _____

Date: _____

ATTEST:

_____

_____,
Clerk to the Board

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

_____
Chris Pratt, Senior County Attorney

APPROVED AS TO FISCAL CONTENT:

_____
Andrew Copland, Director of Finance

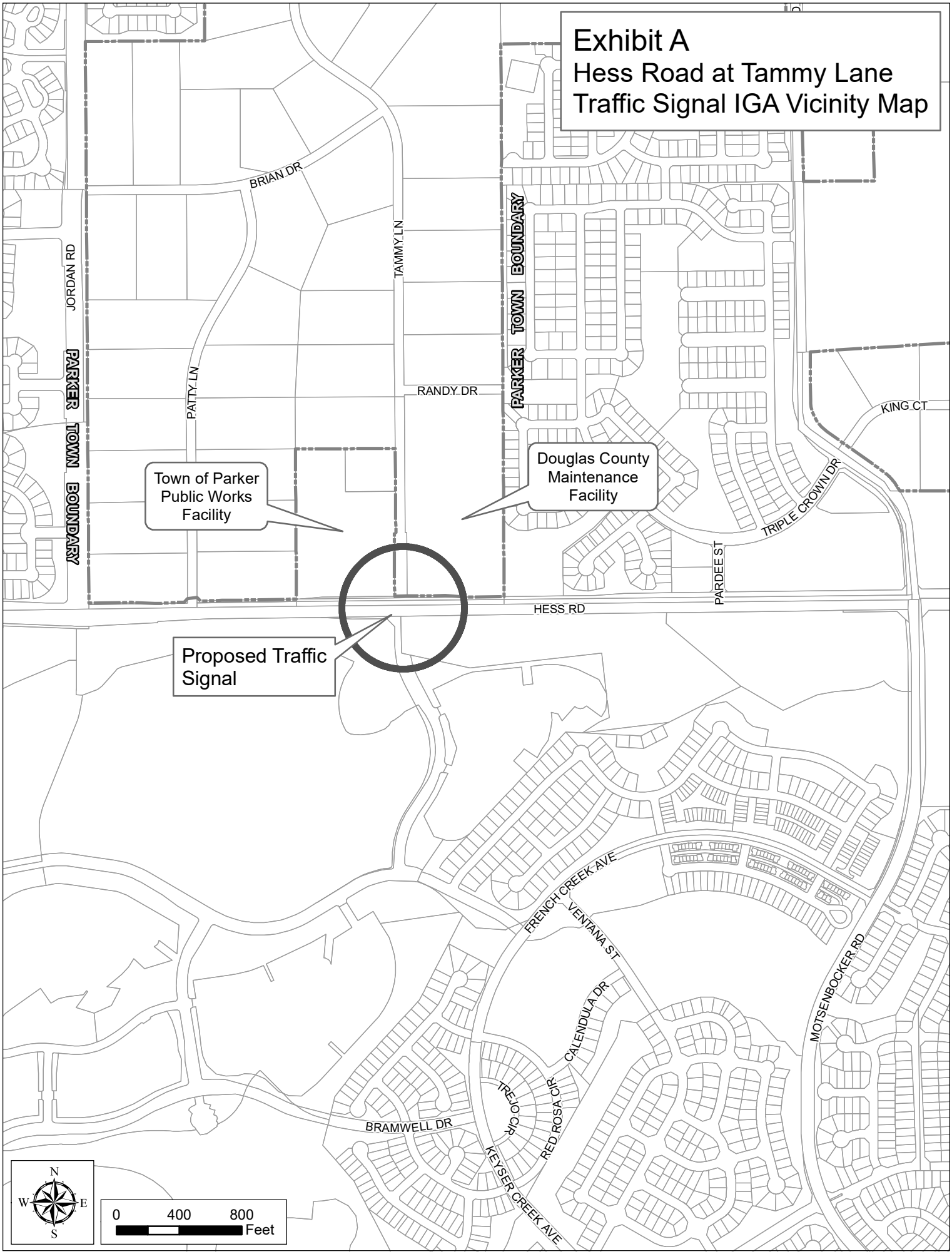
Exhibit A
Hess Road at Tammy Lane
Traffic Signal IGA Vicinity Map
BRIAN DR
JORDAN RD
TAMMY LN
PARKER TOWN BOUNDARY
PATTY LN
RANDY DR
KING CT
Town of Parker
Public Works
Facility
Douglas County
Maintenance
Facility
TRIPLE CROWN DR
PARDEE ST
HESS RD
Proposed Traffic
Signal
FRENCH CREEK AVE
VENTANA ST
CALENDULA DR
MOTSENBOCKER RD
IREJO CIR
RED ROSA CIR
BRAMWELL DR
KEYSER CREEK AVE
N
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800
Feet

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.609 - Second Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Walker Farms, LLC and the Town of Parker Concerning Motsenbocker Road
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to approve an ordinance for the right-of-way purchase and sale agreement for the conveyance of real property necessary to construct the Dransfeldt Road extension capital improvement project. This agreement is needed for planned improvements to Motsenbocker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Dransfeldt Road extension project that commenced earlier this year, improvements to Motsenbocker Road between Todd Drive and Longland Parkway (Salisbury Heights Subdivision) are included in the project scope. This stretch of Motsenbocker Road is shown on the attached vicinity map for reference. This roadway will be improved (widened) to a 3-lane collector roadway section that requires additional right-of-way and easements to construct.

On June 5, 2023, Town Council approved Ordinance 1.576, which authorized staff to proceed with good faith negotiations regarding acquiring of right-of-way (fee), permanent easements, and temporary construction easements along Motsenbocker Road necessary to construct the project. The Walker Farms property consists of two (2) separate unincorporated Douglas County areas at/near the Motsenbocker/Todd intersection and is the subject of this item.

One of the Walker Farms parcels is located at the southeast corner of the Motsenbocker/Todd intersection, along the south side of Motsenbocker Road and 4,258 square feet (SF) of additional right-of-way (fee) is needed to accommodate the improved Motsenbocker Road section at this location. The other Walker Farms parcel is located to the east of the PSCo/Xcel electrical substation, along the north side of Motsenbocker Road and 7,290 SF of additional right-of-way (fee) is needed to accommodate the improved Motsenbocker Road section at this location. The area of this north side acquisition increased as part of the negotiations with the property owner

as the originally proposed drainage easement area was converted to a right-of-way (fee) conveyance and is included in the right-of-way acquisition area. See the attached vicinty map for additional information on these acquisition locations.

FINANCIAL IMPACT

The purchase price of this acquisition is $68,000. Funding for this acquisition has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

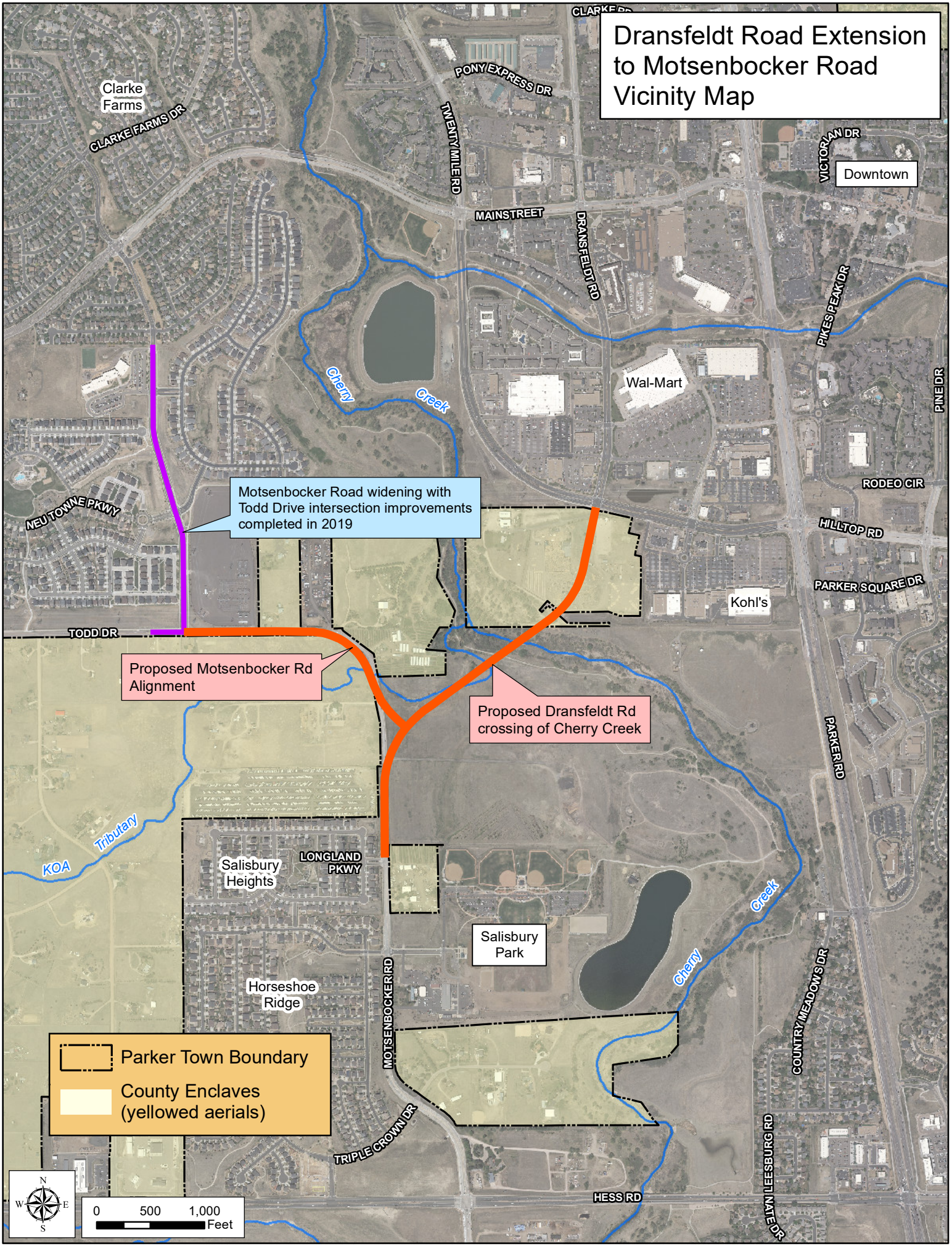
STRATEGIC GOAL(S)

ATTACHMENTS

1. Dransfeldt Rd Extension South of 20 Mile Vicinity Map
2. Walker Farms LLC ROW Vicinity Map
3. Ordinance No. 1.609

RECOMMENDED MOTION

I move to approve Ordinance No. 1.609 on second reading.


Dransfeldt Road Extension to Motsenbocker Road Vicinity Map
Clarke Farms
CLARKE FARMS DR
PONY EXPRESS DR
TWENTY MILE RD
MAINSTREET
DRANSFELDT RD
VICTORIAN DR
Downtown
PIKES PEAK DR
PINE DR
Cherry Creek
Wal-Mart
RODEO CIR
HILLTOP RD
PARKER SQUARE DR
Kohl's
NEU TOWNE PKWY
Motsenbocker Road widening with Todd Drive intersection improvements completed in 2019
TODD DR
Proposed Motsenbocker Rd Alignment
Proposed Dransfeldt Rd crossing of Cherry Creek
PARKER RD
Tributary
KOA
Salisbury Heights
LONGLAND PKWY
Salisbury Park
Cherry Creek
Horseshoe Ridge
MOTSENBOCKER RD
COUNTRY MEADOWS DR
TRIPLE CROWN DR
HESS RD
LEESBURG RD
Parker Town Boundary
County Enclaves (yellowed aerials)
N
W
E
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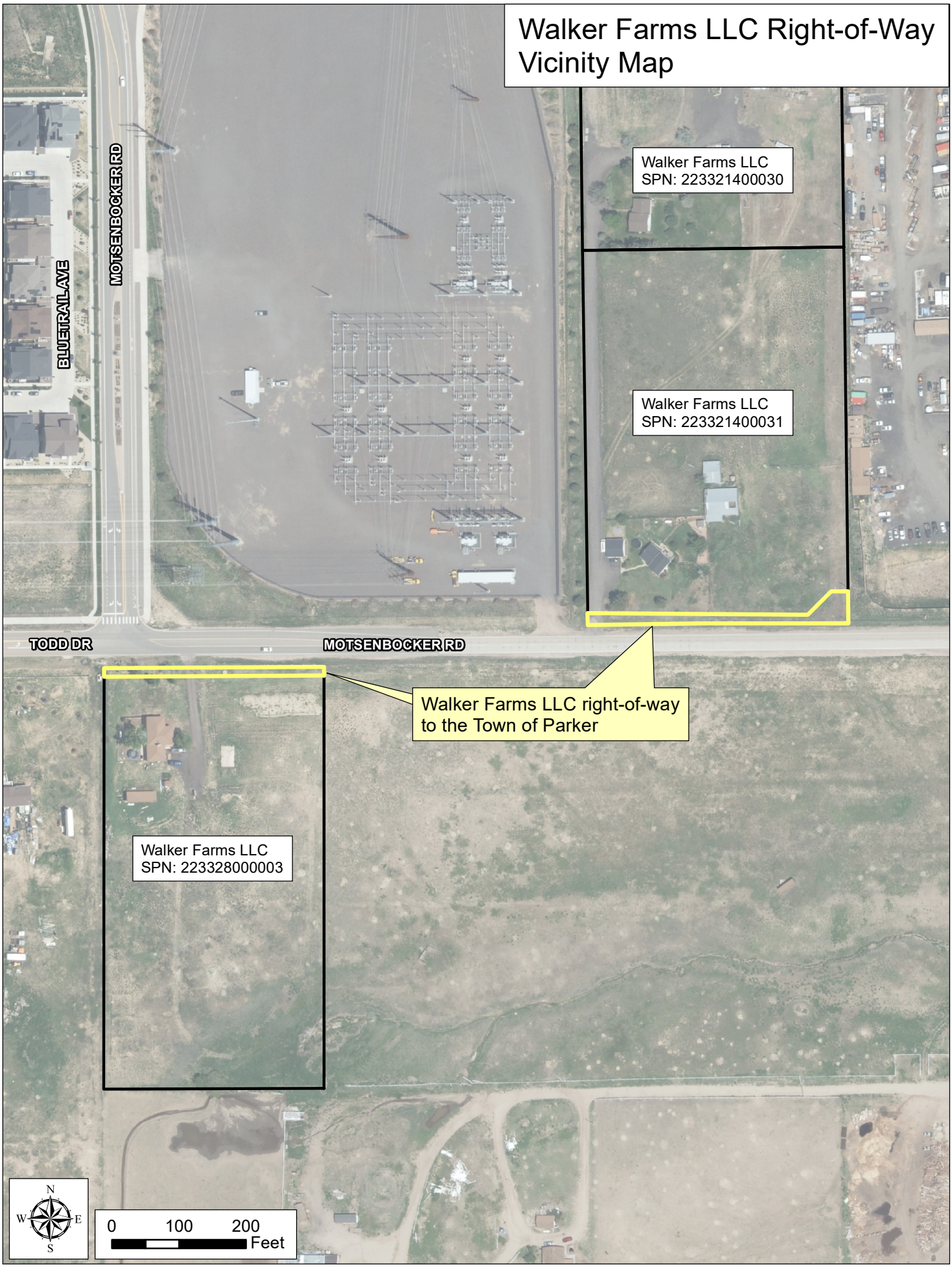
500
1,000
Feet


Walker Farms LLC Right-of-Way Vicinity Map
MOTSENBOCKER RD
BLUETRAIL AVE
Walker Farms LLC
SPN: 223321400030
Walker Farms LLC
SPN: 223321400031
TODD DR
MOTSENBOCKER RD
Walker Farms LLC right-of-way to the Town of Parker
Walker Farms LLC
SPN: 223328000003
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ORDINANCE NO. 1.609, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN WALKER FARMS, LLC, AND THE TOWN OF PARKER CONCERNING MOTSENBOCKER ROAD

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 Right-of-Way Purchase and Sale Agreement by and between Walker Farms, LLC, and the Town of Parker concerning Motsenbocker Road, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2024.

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Interim Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 30 day of April, 2024, by and between **Walker Farms, LLC, a Colorado limited liability company,** ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

(a) Two parcels of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A & B**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises;

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **$68,000.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed documents at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the Property described in **Exhibit A & Exhibit B**, subject only to prorated general real estate taxes on the Property described in **Exhibit A and Exhibit B** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

(a) Two Special Warranty deeds, prepared by legal counsel for the Town of Parker, conveying the property described in **Exhibit A & Exhibit B** to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **December 31, 2024**, Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on

the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____ _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its

contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (l) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

19. 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.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Purchaser as of the date first above written.

Walker Farms, LLC
a Colorado limited liability company

BY: _____

TITLE: Manager

PRINT: Ralph Walker

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The above and foregoing document was acknowledged before me this 30 day of April, 2024 by Ralph Walker as Manager of Walker Farms, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

JUSTINA LOUISE THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194048154
MY COMMISSION EXPIRES DECEMBER 31, 2027

_____
Notary Public

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

Approved as to legal form:

_____
Jamie Wynn, Interim Town Attorney

3/20/2024

EXHIBIT A

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105999, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF SAID NORTHEAST QUARTER BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2,662.88 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°19'00" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2013008040, IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'15" EAST, A DISTANCE OF 330.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°19'00" EAST, A DISTANCE OF 12.88 FEET;

THENCE SOUTH 89°24'03" WEST, A DISTANCE OF 65.61 FEET;

THENCE SOUTH 89°40'45" WEST, A DISTANCE OF 264.40 FEET TO SAID WEST LINE;

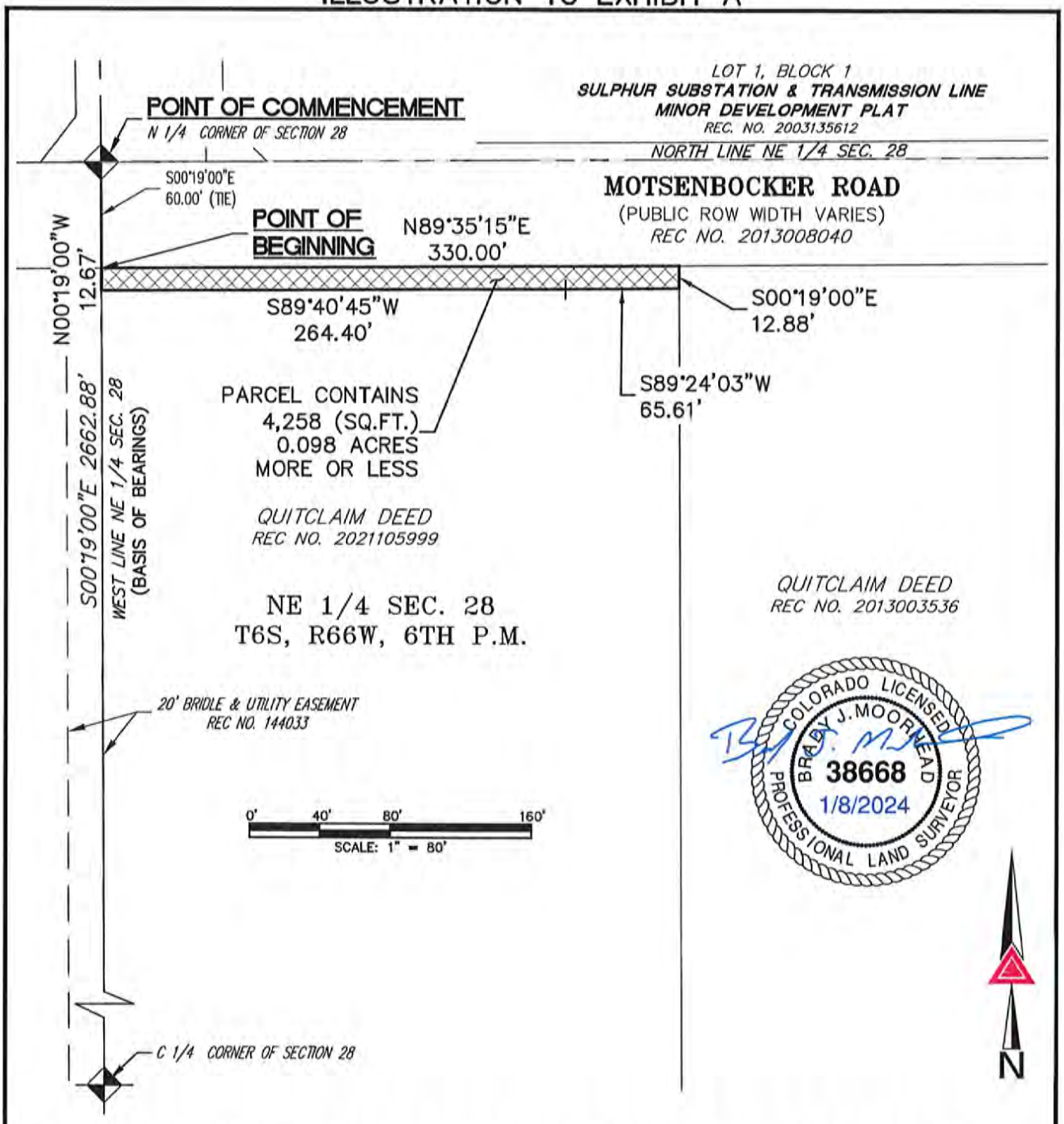
THENCE ALONG SAID WEST LINE, NORTH 00°19'00" WEST, A DISTANCE OF 12.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.098 ACRES, (4,258 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

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

PROPOSED RIGHT-OF-WAY
NE 1/4 SEC. 28, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LDS\DWG\EXHIBITS\2023-03-13 MOTSENBOCKER RD - ROW (W).DWG
JOB NUMBER: 24923-02 DATE: 3/13/2023 DWG: GLW CHK: RDS 2 OF 2 SHEETS

EXHIBIT B

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2021105604 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED, SOUTH 89°35'15" WEST, A DISTANCE OF 390.85 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NORTH 00°40'41" WEST, A DISTANCE OF 17.29 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°36'57" EAST, A DISTANCE OF 327.69 FEET;

THENCE NORTH 45°07'30" EAST, A DISTANCE OF 49.27 FEET;

THENCE SOUTH 89°36'57" EAST, A DISTANCE OF 27.46 FEET;

THENCE SOUTH 46°17'09" EAST, A DISTANCE OF 0.60 FEET TO THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED;

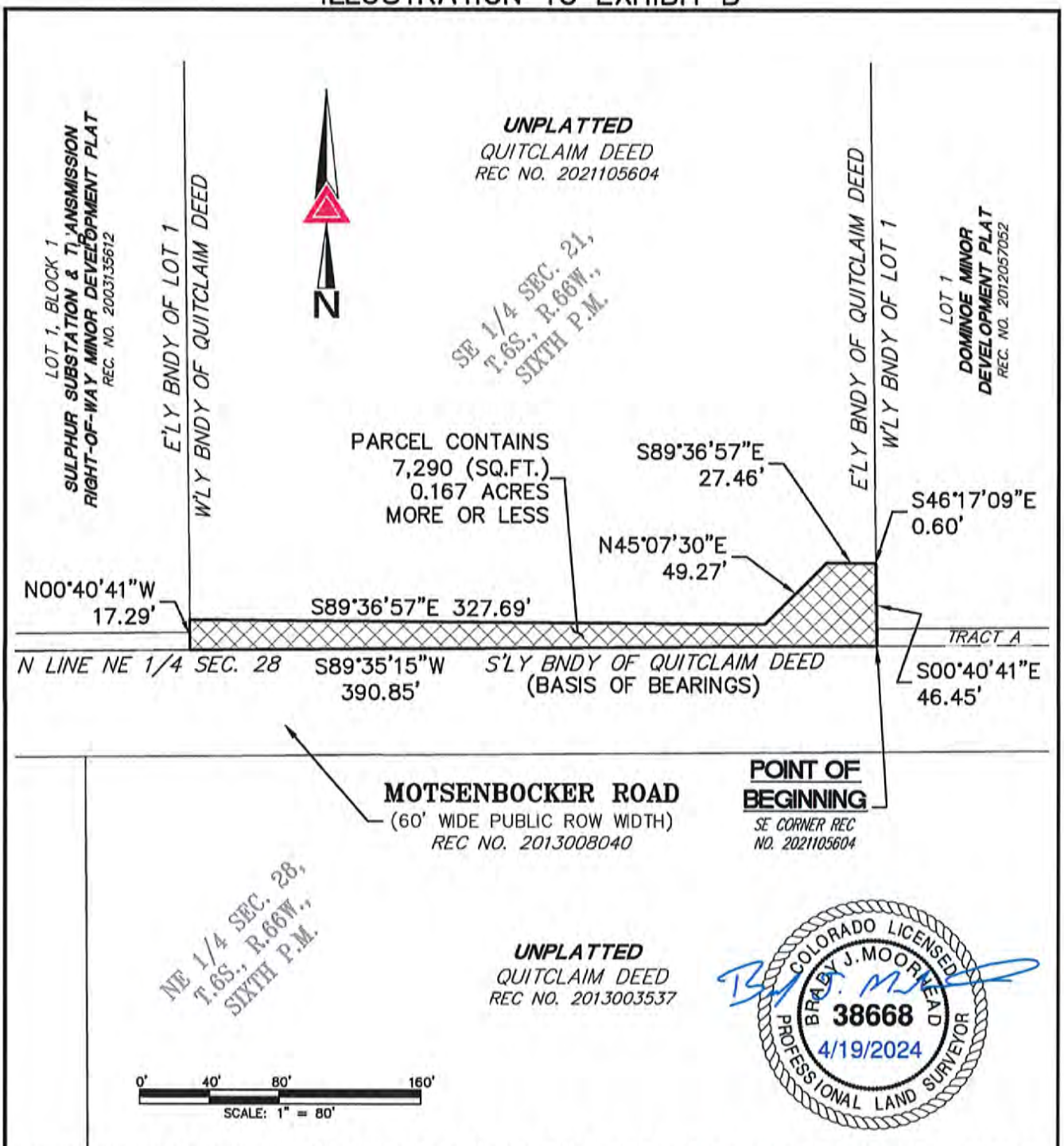
THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°40'41" EAST, A DISTANCE OF 46.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.167 ACRES, (7,290 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



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

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

PROPOSED RIGHT-OF-WAY
SE 1/4 SEC. 21, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: Q:\24923-02 - MOTSENBOCKER ROAD LDS\DWG\EXHIBITS\2024-04-19 MOTSENBOCKER RD - ROW (N) WALKER (REV).DWG
JOB NUMBER: 24923-02 DATE: 4/19/2024 DWG: BJM CHK: RDS 2 OF 2 SHEETS

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker PSCO Trail Construction Contract**

Amount: **$777,626.75**

Contractor: **Powell Restoration, Inc.**

Department: **Parks, Recreation and Open Space, Brett Collins**

EXECUTIVE SUMMARY

This Trade Contractor Agreement award is with Powell Restoration, Inc., for $694,309.75 for the Parker PSCo Trail Project (CIP22-057-CI), plus a 10% project contingency of $83,317.00 for a total project budget of $777,626.75.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2020, funds were received from the Public Service Company of Colorado (PSCo) for the purposes of building a soft-surface crusher fine trail along the PSCo power line right-of-way from Canterberry Parkway to Latigo Lane. Please see the attached trail location map. The funds were received as part of the Pawnee-Daniels Transmission Line Project mitigation.

The project was put on hold in 2020 due to the COVID-19 pandemic. In August of 2022, a community input process was initiated, the Homeowners Associations in the area were notified of the project, and an open house-style meeting was held. There were no concerns brought up with the trail project.

Since August 2022, staff has worked on getting a site plan adjustment approved (Sept. 2023), obtaining a license agreement from PSCo (March 2024), and bidding the construction drawings (April 2024) to allow for the trail construction.

On May 17, Town staff publicly opened competitive sealed bids for the Parker PSCo Trail Project (CIP22-057-CI). Nine bids were received as follows:

1. Powell Restoration, Inc.	$721,559.75
2. Richdell Construction, Inc.	$874,572.00
3. Arrow J. Landscape and Design, Inc.	$924,290.00
4. West Fork Construction, LLC	$924,516.25
5. HCG Construction, LLC	$955,895.00

6. Elite Industries, Inc.	$1,001,275.00
7. Colorado Designscapes, Inc.	$1,145,550.00
8. Civil Specialties, Inc.	$1,182,692.95
9. Jalisco International, Inc.	$1,219,145.00

The lowest conforming bid was from Powell Restoration, Inc. The bid is recommended to be awarded on the base bid price of $559,709.75 plus two of the three add alternates in the amount of $134,600 for a total bid of $694,309.75. The engineer's estimate was $974,265. Because of the wide range of bid prices, staff confirmed with Powell Restoration, Inc. that their bid was accurate and included all the bid items for the project. The references checked were all positive for their past work on other projects.

The project construction is anticipated to start in mid-June 2024 and be completed by April 2025.

FINANCIAL IMPACT

Funding for the project's construction is appropriated in the 2024 Parks, Recreation and Open Space Fund. Staff recommends approval of a $777,626.75 project budget, which includes a 12% project contingency of $83,317.00 to cover unforeseen expenses.

STRATEGIC GOAL(S)

ATTACHMENTS

1. PSCo Trail Location Map

RECOMMENDED MOTION

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

E MAIN ST.
SEIBERT CIR.
PARKER PSCO TRAIL
OMAHA AVE.
RIVA RIDGE DR.
CANTERBERRY PKWY
HILLTOP RD.
NORTH

PARKER
COLORADO

Request for Town Council Action

Date: June 3, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-034**
A Resolution to Approve the Signal Light Pad and Trail Dedication Agreement By and Between Cinsique, LLC, and the Town of Parker
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to approve a resolution regarding property conveyance from the parcel located at the northeast corner of Parker Road and Parkglenn Way for a planned traffic signal and a future sidewalk/trail along Parker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker has planned to construct a traffic signal at the intersection of Parker Road (State Highway 83) and Parkglenn Way for over two (2) decades. The Town commenced design efforts for the traffic signal project and coordinated with the Colorado Department of Transportation (CDOT) in 2022. CDOT involvement is needed as the traffic signal is located on State Highway 83 (Parker Road) and will ultimately become their infrastructure. As part of the design effort, a right-of-way area of 299 square feet (SF) was identified at the northeast corner of the intersection that is needed to construct the traffic signal. Over a year ago, Town staff began outreach to the property owner (Cinsique LLC) about this proposed capital improvement project with limited success, but in mid-2023, contact was made. The property owner is supportive of the traffic signal project as it will improve access to their property and the surrounding developments. The property owner agreed to dedicate the property at no cost.

As part of the coordination with the property owner, Town staff discussed the long-term plan to construct a multi-use trail/sidewalk along the east side of Parker Road to connect to the existing sidewalk that was constructed north of the property by the Parker Keystone development. In 2019, the Town completed a conceptual design of this missing sidewalk/trail to connect to the Parkglenn intersection and identified a need to acquire a 531 square foot (SF) easement at the northwest corner of the property. As part of the negotiations, the property owner agreed to dedicate the 531 SF area as fee (right-of-way) at no cost to the Town if the Town agreed not to charge the property owner for the planned construction of the sidewalk/trail in the future.

The property owner has requested to dedicate the property by a quit claim deed which is

acceptable to the Town subject to partial release of the deed of trust on the areas to be dedicated. Further negotiations with the property owner resulted in the property owner's desire to submit an exemption plat for the property to document the changes to their property that would occur with the property transfer. Staff agreed to pay the costs associated with the preparation and processing of the exemption plat along with closing fees charged by a title insurance company. The property owner was also concerned about potential damage to a large evergreen tree on the property near the proposed traffic signal. The agreement specifies that the Town will be responsible for removal of the tree if the tree dies within one (1) year as a consequence of construction.

The negotiations were summarized into the proposed Signal Light Pad and Trail Dedication Agreement and a resolution is needed to approve this agreement.

FINANCIAL IMPACT

Funding for this agreement's property dedication obligations has been appropriated in the Traffic Control Capital Projects Fund (301-4293).

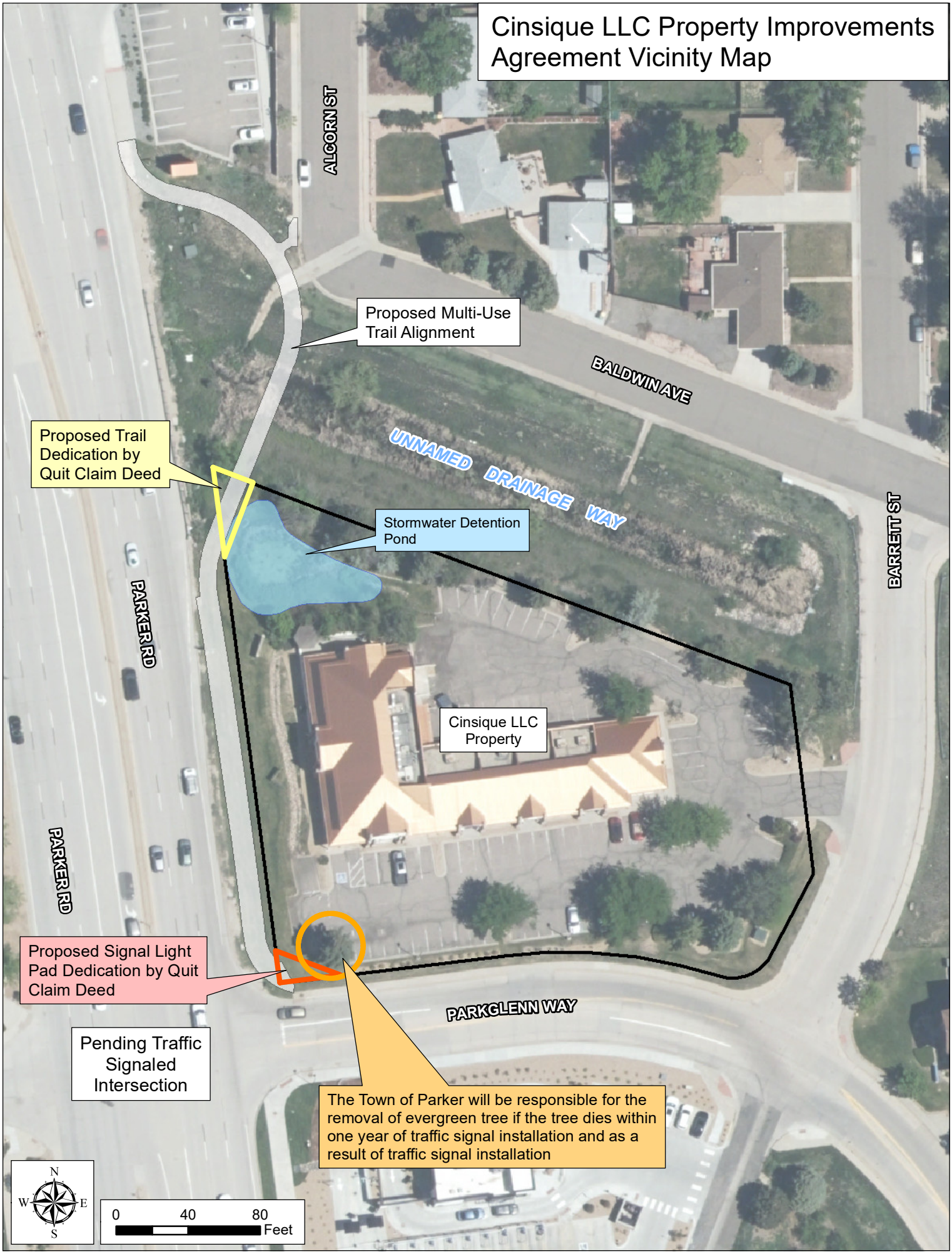
STRATEGIC GOAL(S)

ATTACHMENTS

1. Cinsique LLC Property Improvements Agreement Vicinity Map
2. Resolution No. 24-034

RECOMMENDED MOTION

I move to approve Resolution No. 24-034, as part of the regular agenda.


Cinsique LLC Property Improvements Agreement Vicinity Map
ALCORN ST
Proposed Multi-Use Trail Alignment
BALDWIN AVE
Proposed Trail Dedication by Quit Claim Deed
UNNAMED DRAINAGE WAY
Stormwater Detention Pond
BARRETT ST
PARKER RD
Cinsique LLC Property
PARKER RD
Proposed Signal Light Pad Dedication by Quit Claim Deed
PARKGLENN WAY
Pending Traffic Signaled Intersection
The Town of Parker will be responsible for the removal of evergreen tree if the tree dies within one year of traffic signal installation and as a result of traffic signal installation
N
W
E
S
0
40
80
Feet

RESOLUTION NO. 24-034, Series of 2024

TITLE: A RESOLUTION TO APPROVE THE SIGNAL LIGHT PAD AND TRAIL DEDICATION AGREEMENT BY AND BETWEEN CINSIQUE, LLC, AND THE TOWN OF PARKER

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 property 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 approves the Signal Light Pad and Trail Dedication Agreement by and between Cinsique, LLC, 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.

RESOLVED AND PASSED this _____ day of _____, 2024.

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

EXHIBIT 1

SIGNAL LIGHT PAD AND TRAIL DEDICATION AGREEMENT

THIS SIGNAL LIGHT PAD AND TRAIL DEDICATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between Cinsique, LLC, a Delaware limited liability company, whose address is 1277 Forest Trails Drive, Castle Pines, Colorado 80108 ("Property Owner") and the Town of Parker, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town").

RECITALS:

A. The Property Owner owns the real property described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Exhibit A Property").

B. The Property Owner desires to convey the Exhibit A Property to the Town to be used by the Town to locate and install a traffic signal.

C. The Property Owner owns the real property described in **Exhibit B**, which is attached hereto and incorporated herein by reference (the "Exhibit B Property").

D. The Property Owner desires to convey the Exhibit B Property to the Town to be used by the Town for a recreational trail.

D. The Town desires to accept the conveyance of the Exhibit A Property and the Exhibit B Property.

E. In exchange for the conveyance of the Exhibit A Property and the Exhibit B Property, the Town agrees to install the traffic signal on the Exhibit A Property and construct the recreational trail on the Exhibit B Property, as described herein, at no cost to the Property Owner.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance of the Exhibit A Property. Subject to the terms, provisions, covenants and conditions herein contained, the Property Owner hereby agrees to convey at no cost the Exhibit A Property to the Town and the Town hereby agrees to accept the conveyance of the Exhibit A Property, by quit claim, in the form attached as **Exhibit C** and incorporated by this reference, free and clear of all monetary liens and encumbrances of record, to be delivered to the Town at closing (the "Exhibit A Deed").

2. Conveyance of the Exhibit B Property. Subject to the terms, provisions, covenants and conditions herein contained, the Property Owner hereby agrees to convey at no cost the Exhibit B Property to the Town and the Town hereby agrees to accept the conveyance of the Exhibit B Property, by quit claim, in the form attached as **Exhibit D** and incorporated by this reference, free and clear of all monetary liens and encumbrances of record, to be delivered to the Town at closing (the "Exhibit B Deed").

3. Exemption Plat for the Exhibit A Property and the Exhibit B Property. The Property Owner will submit an application to the Town for the preparation and approval of an exemption plat to establish legal lots of record for the Exhibit A Property, the Exhibit B Property, and the remainder of the real property owned by the Property Owner, which is described in **Exhibit E**, which is attached hereto and incorporated b this reference, within fifteen (15) business days of the execution of this Agreement by the Town and the Property Owner (the "Exemption Plat"). The Town will pay the costs associated with preparation and processing of the Exemption Plat.

4. Damage to the Tree. The Town will be responsible for removing the evergreen tree described in the vicinity map that is attached as **Exhibit F**, and incorporated by this reference, including related costs, if the tree dies due within one (1) year of the date that the traffic signal is installed due to the installation of the traffic signal.

5. Title Commitment; Title Policy. The Town may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

6. Closing Documents. At closing, the Property Owner shall execute and deliver to the Town the following documents:

a. The fully executed exemption plat.

b. The partial releases of deeds of trust held by Firstier Bank-Nebraska Corp dba Firstier Bank, a Colorado Corporation (the "Partial Releases"), as the beneficiary of deeds of trust that are secured against the Exhibit A Property and the Exhibit B Property and recorded on October 21, 2020, at Reception No. 2020102146 and Assignment of Rents recorded on October 21, 2020, at Reception No. 2020102147, of the Douglas County Clerk and Recorder's Office, and second deed of trust recorded on June 16, 2023, at Reception No. 2023025856, and Assignment of Rents recorded on June 16, 2023, at Reception No. 202302585 of the Douglas County Clerk and Recorder's Office.

c. The Deed conveying the Exhibit A Property to the Town, in fee simple, free and clear of all monetary liens and encumbrances of record and all general real estate taxes on the Property not yet due and payable as of the date of closing.

b. The Deed conveying the Exhibit B Property to the Town, in fee simple, free and clear of all monetary liens and encumbrances of record and all general real estate taxes on the Property not yet due and payable as of the date of closing.

7. Closing. The date, time and location of closing shall be mutually agreed upon by the Property Owner and the Town, as soon as possible following the execution of this Agreement, but no later than December 31, 2024. In the event the closing does not occur on or before December 31, 2024, this Agreement shall automatically terminate.

8. Closing Costs. The Town shall pay any closing fees charged by the title insurance company and all recording fees for the Partial Releases, Exemption Plat, the Exhibit A Deed and the Exhibit B Deed. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction that is the subject of this Agreement.

9. Taxes. The Property Owner shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the Deed.

10. Property Owner's Representations. The Property Owner represents that, to Property Owner's knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

a. No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to the Property Owner against or otherwise affecting the Exhibit A Property or the Exhibit B Property.

b. Leases. There are no leases, tenancies or rental agreements relating to the Exhibit A Property or the Exhibit B Property, or to any part thereof.

c. Easements. The Property Owner has notified the Town of all easements, rights-of-way or claims of possession known to Property Owner which are not shown by record and not apparent from a physical inspection of the Exhibit A Property or the Exhibit B Property, whether by grant, prescription, adverse possession or otherwise, as to any part of the Exhibit A Property or the Exhibit B Property.

11. Town's Obligations. Following the completion of the closing described herein, the Town shall be responsible for the installation of the traffic signal on the Exhibit A Property and the construction of the recreational trail on the Exhibit B Property.

12. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

13. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

14. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

15. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended, except by the written agreement of the parties.

16. 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.

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

TOWN OF PARKER, COLORADO

_____
Jeff Toborg, Mayor

ATTEST:

_____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

_____
Jamie Wynn, Interim Town Attorney

PROPERTY OWNER: CINSIQUE, LLC, a Delaware limited liability company

Darlene A. Arber
Darlene A. Arber [*Print name/title*]

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 15th day of May, 2024, by Darlene A. Arber, as Owner of Cinsique, LLC, a Delaware limited liability company.

My commission expires: October 26, 2027

SEAL

Arianna Brown
Notary Public

ARIANNA BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234040629
MY COMMISSION EXPIRES OCTOBER 26, 2027

LEGAL DESCRIPTION
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. DC9650572 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE OF DOUGLAS COUNTY, COLORADO, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 07°16'49" WEST, A DISTANCE OF 292.13 FEET;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 07°16'49" WEST, A DISTANCE OF 17.79 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 69°24'01" EAST, A DISTANCE OF 38.05 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

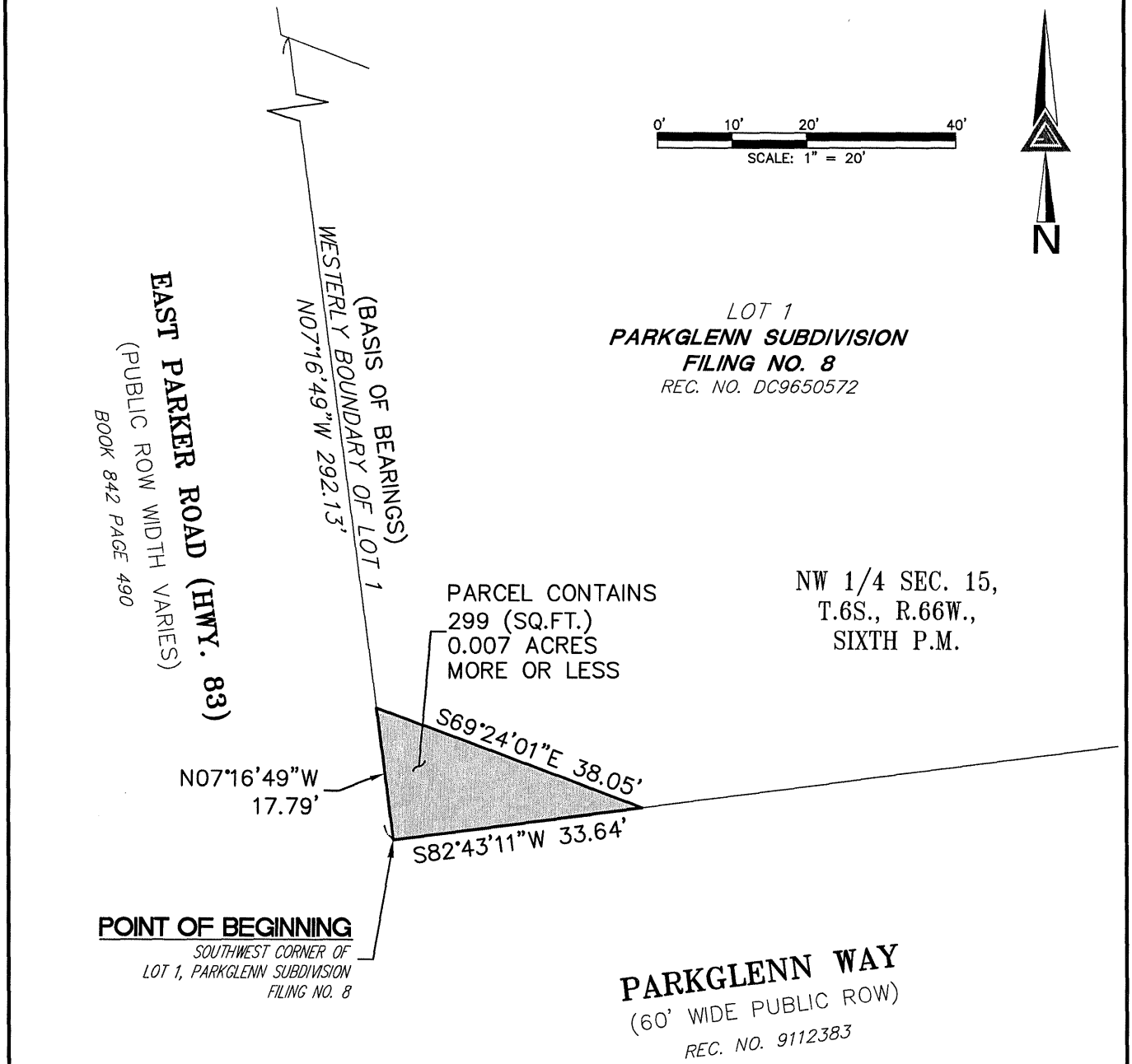
THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 82°43'11" WEST, A DISTANCE OF 33.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.007 ACRES, (299 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898

ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: ROW 3.DWG
DWG: BAM CHK: KDS
DATE: 03-07-2024
SCALE: 1" = 20'

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

Q:24919-15 – PARKER ROAD PARKGLENN WAY\DWG\EXHIBITS\

EXHIBIT A
NW 1/4 SEC. 15, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24919-15

LEGAL DESCRIPTION
EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. DC9650572 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE OF DOUGLAS COUNTY, COLORADO, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 07°16'49" EAST, A DISTANCE OF 292.13 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, SOUTH 68°53'33" EAST, A DISTANCE OF 23.95 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 21°06'27" WEST, A DISTANCE OF 44.31 FEET TO SAID WESTERLY BOUNDARY;

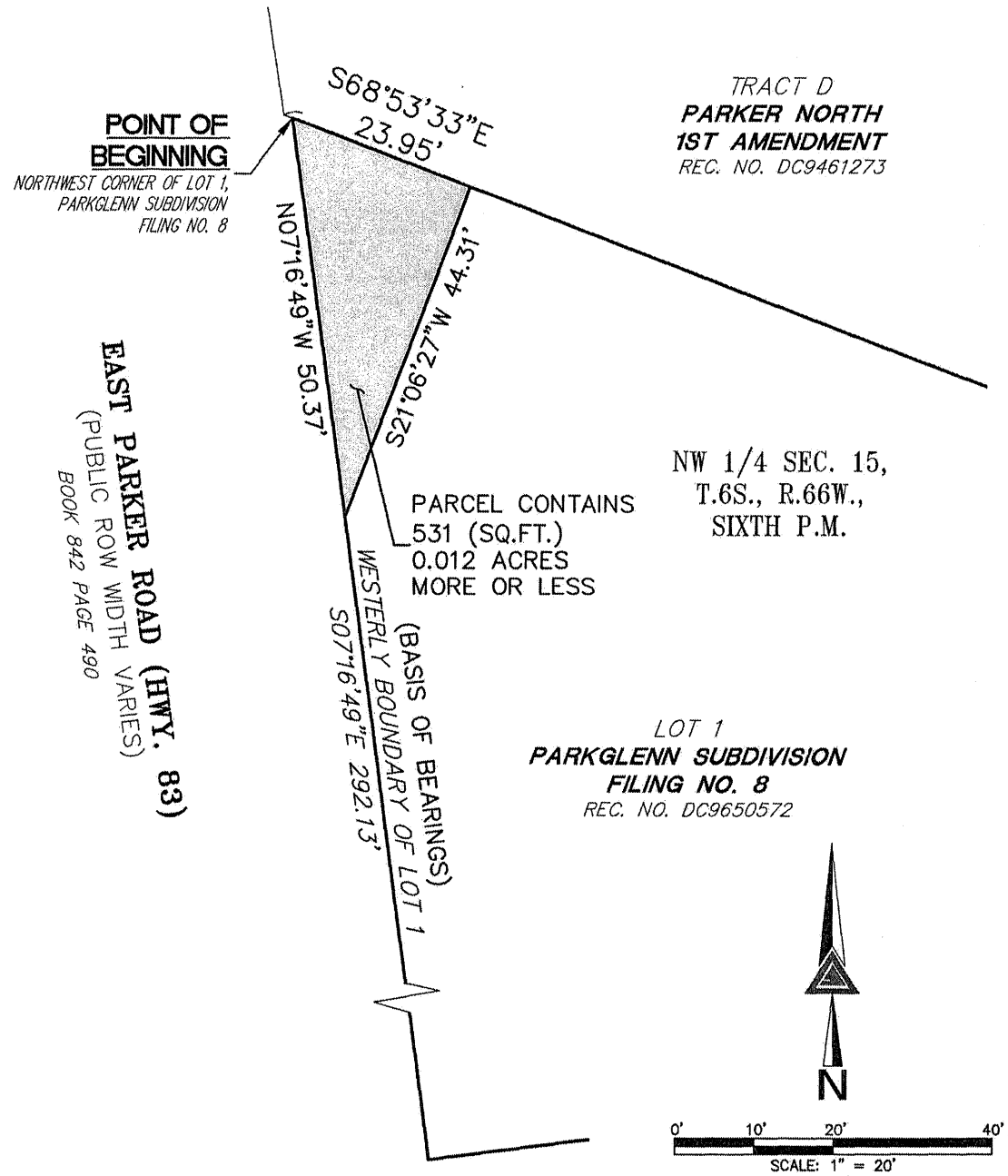
THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 07°16'49" WEST, A DISTANCE OF 50.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.012 ACRES, (531 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898

ILLUSTRATION TO EXHIBIT B



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

PATH:
DWG NAME: ROW 2.DWG
DWG: BAM CHK: KDS
DATE: 03-07-2024
SCALE: 1" = 20'

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

Q:\24919-15 - PARKER ROAD PARKGLENN WAY\DWG\EXHIBITS\

EXHIBIT B
NW 1/4 SEC. 15, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24919-15

EXHIBIT C

QUIT CLAIM DEED

Cinsique, LLC, a Delaware limited liability company, whose address is 1277 Forest Trails Drive, Castle Pines, Colorado 80108, County of Douglas, 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 1** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

with all its appurtenances.

Signed this _____ day of _____, 2024.

CINSIQUE, LLC, a Delaware limited liability company

_____

_____ [*Print name/title*]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____, Cinsique, LLC, a Delaware limited liability company.

My commission expires: _____.

SEAL

_____
Notary Public

LEGAL DESCRIPTION
EXHIBIT "1"

A PARCEL OF LAND BEING A PORTION OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. DC9650572 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE OF DOUGLAS COUNTY, COLORADO, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 07°16'49" WEST, A DISTANCE OF 292.13 FEET;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 07°16'49" WEST, A DISTANCE OF 17.79 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 69°24'01" EAST, A DISTANCE OF 38.05 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

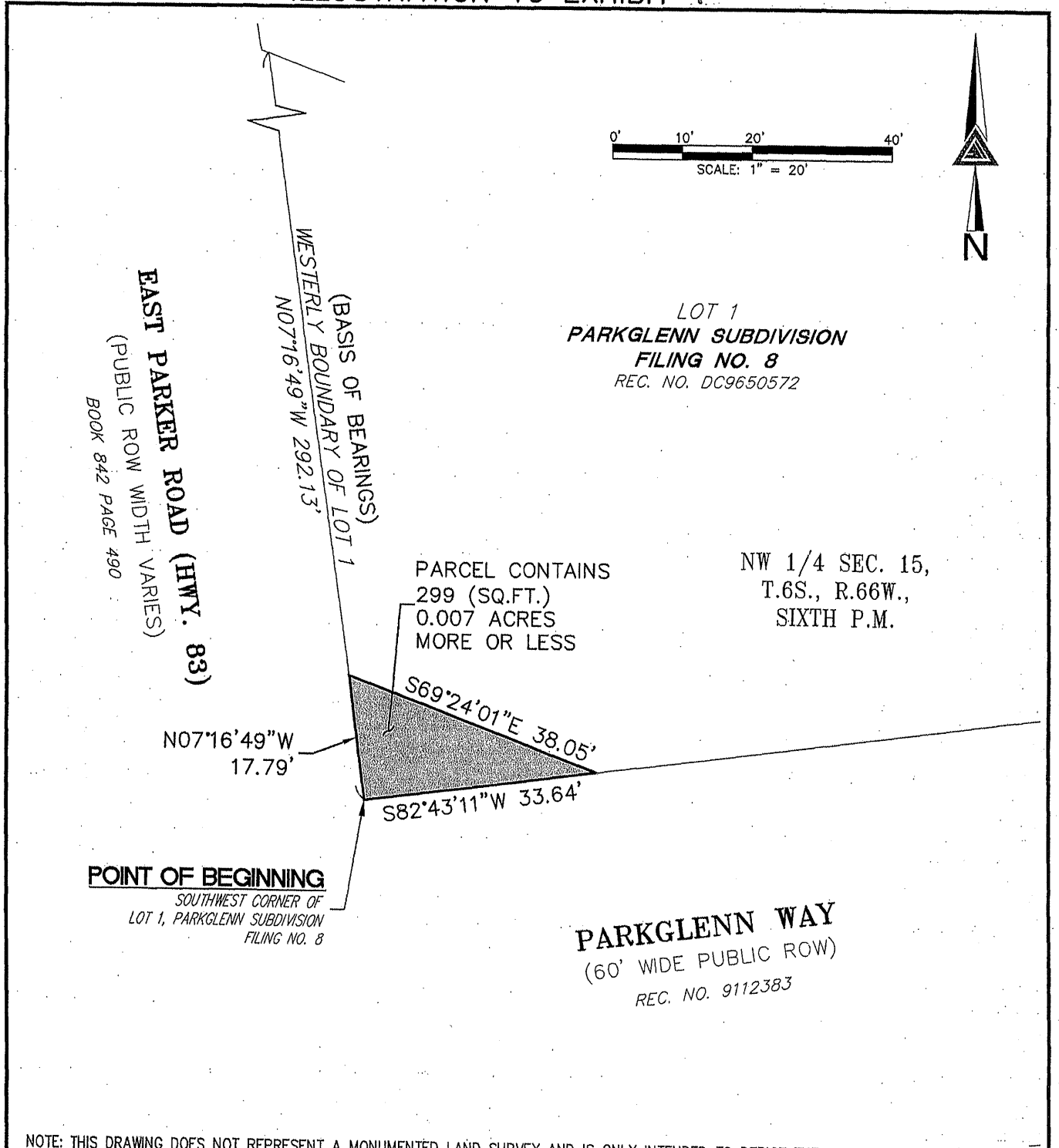
THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 82°43'11" WEST, A DISTANCE OF 33.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.007 ACRES, (299 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898

ILLUSTRATION TO EXHIBIT 1



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

PATH:
DWG NAME: ROW 3.DWG
DWG: BAM CHK: KDS
DATE: 03-07-2024
SCALE: 1" = 20'

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

Q:\24919-15 - PARKER ROAD PARKGLENN WAY\DWG\EXHIBITS\

EXHIBIT 1
NW 1/4 SEC. 15, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO
JOB NUMBER 24919-15

EXHIBIT D

QUIT CLAIM DEED

Cinsique, LLC, a Delaware limited liability company, whose address is 1277 Forest Trails Drive, Castle Pines, Colorado 80108, County of Douglas, 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 1** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

with all its appurtenances.

Signed this _____ day of _____, 2024.

CINSIQUE, LLC, a Delaware limited liability company

_____

_____ [*Print name/title*]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____, Cinsique, LLC, a Delaware limited liability company.

My commission expires: _____.

SEAL

_____
Notary Public

LEGAL DESCRIPTION
EXHIBIT "1"

A PARCEL OF LAND BEING A PORTION OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. DC9650572 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE OF DOUGLAS COUNTY, COLORADO, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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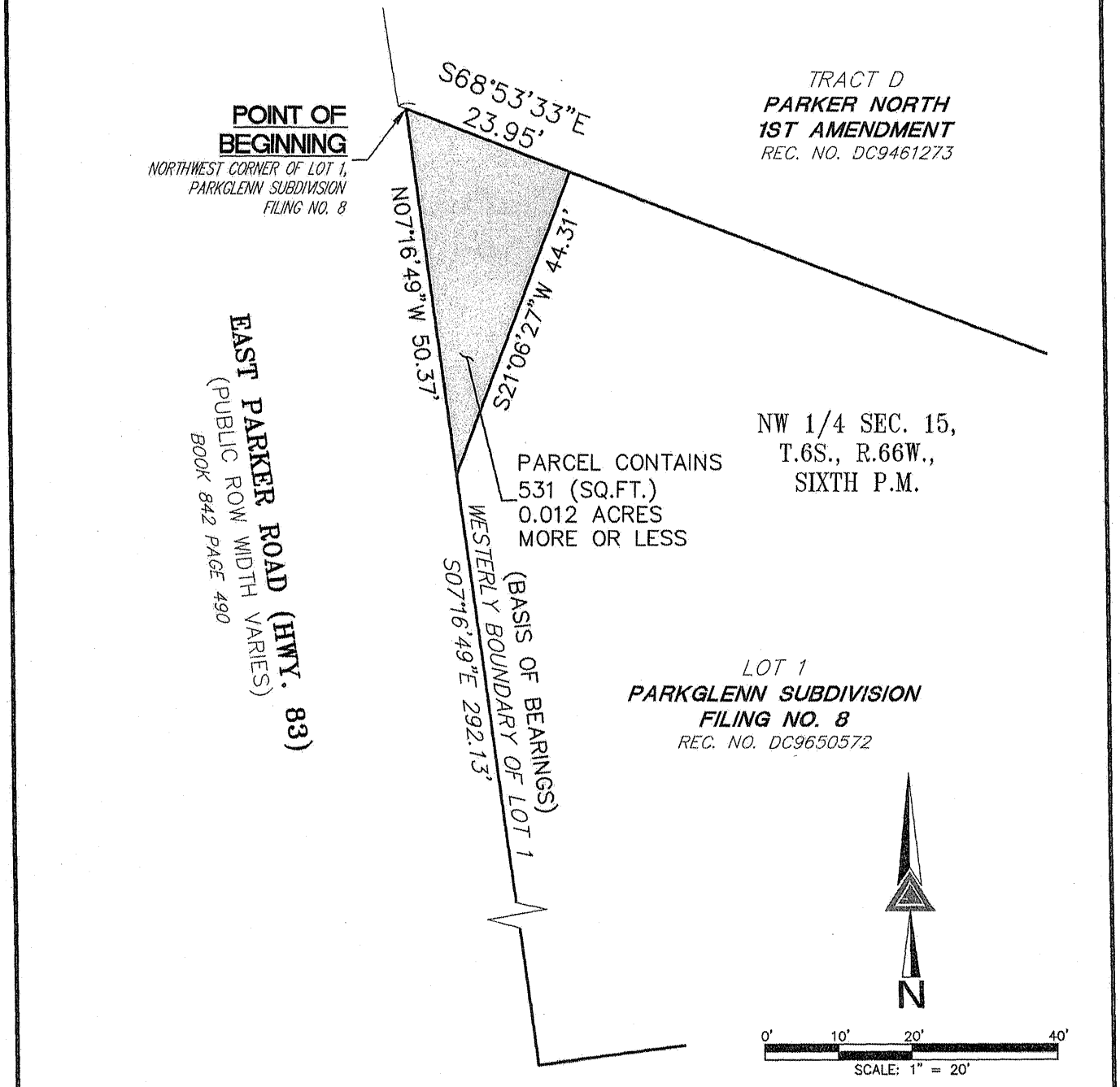
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898

ILLUSTRATION TO EXHIBIT I



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

PATH: DWG NAME: ROW 2.DWG DWG: BAM CHK: KDS DATE: 03-07-2024 SCALE: 1" = 20'	AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com Q:\24919-15 – PARKER ROAD PARKGLENN WAY\DWG\EXHIBITS\	**EXHIBIT I** NW 1/4 SEC. 15, T.6S., R.66W., 6TH P.M. DOUGLAS COUNTY, COLORADO JOB NUMBER 24919-15 2 OF 2 SHEETS

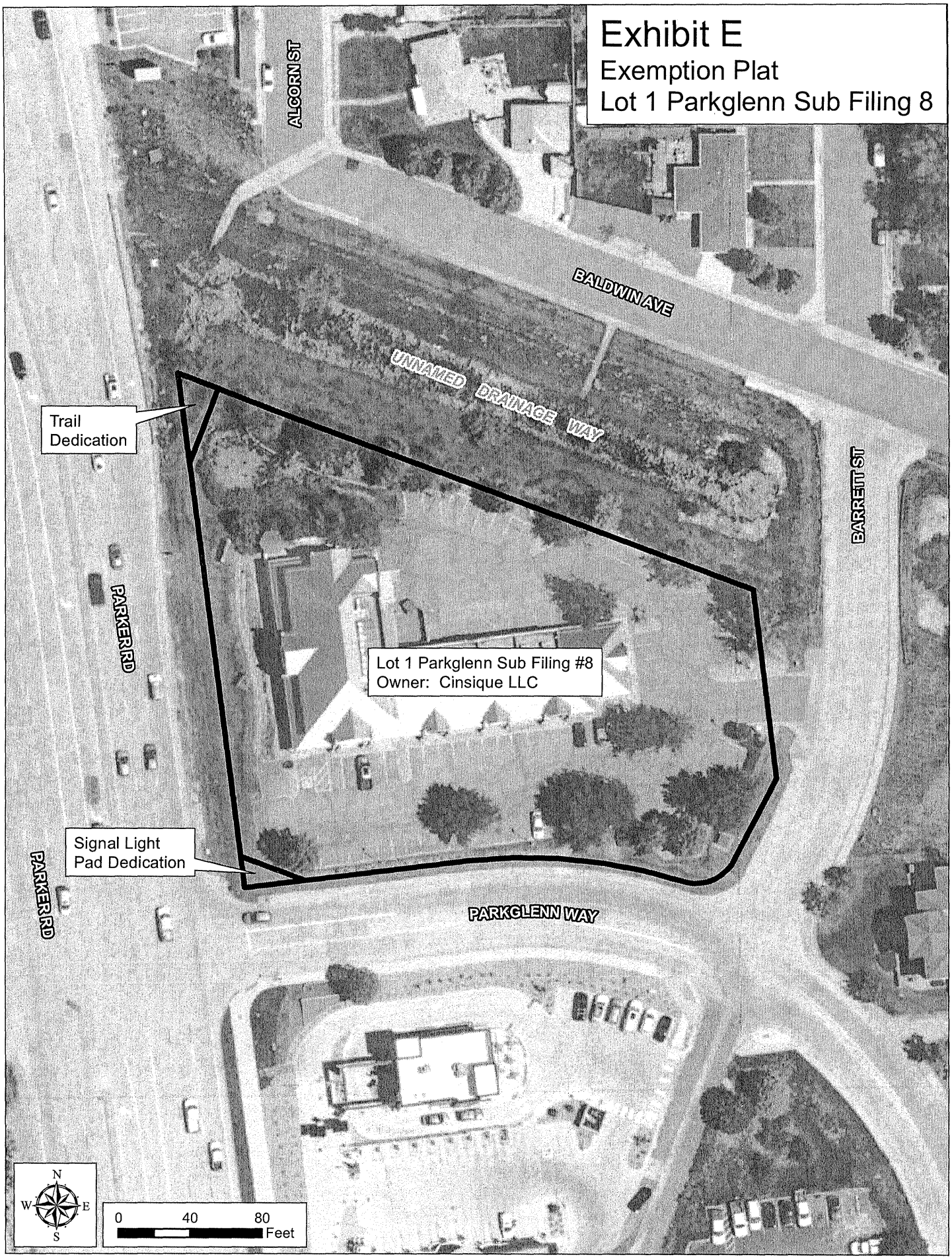


Exhibit E
Exemption Plat
Lot 1 Parkglenn Sub Filing 8
ALCORN ST
BALDWIN AVE
UNNAMED DRAINAGE WAY
BARRETT ST
Trail Dedication
PARKER RD
Lot 1 Parkglenn Sub Filing #8
Owner: Cinsique LLC
Signal Light Pad Dedication
PARKER RD
PARKGLENN WAY
N
W
E
S
0
40
80
Feet

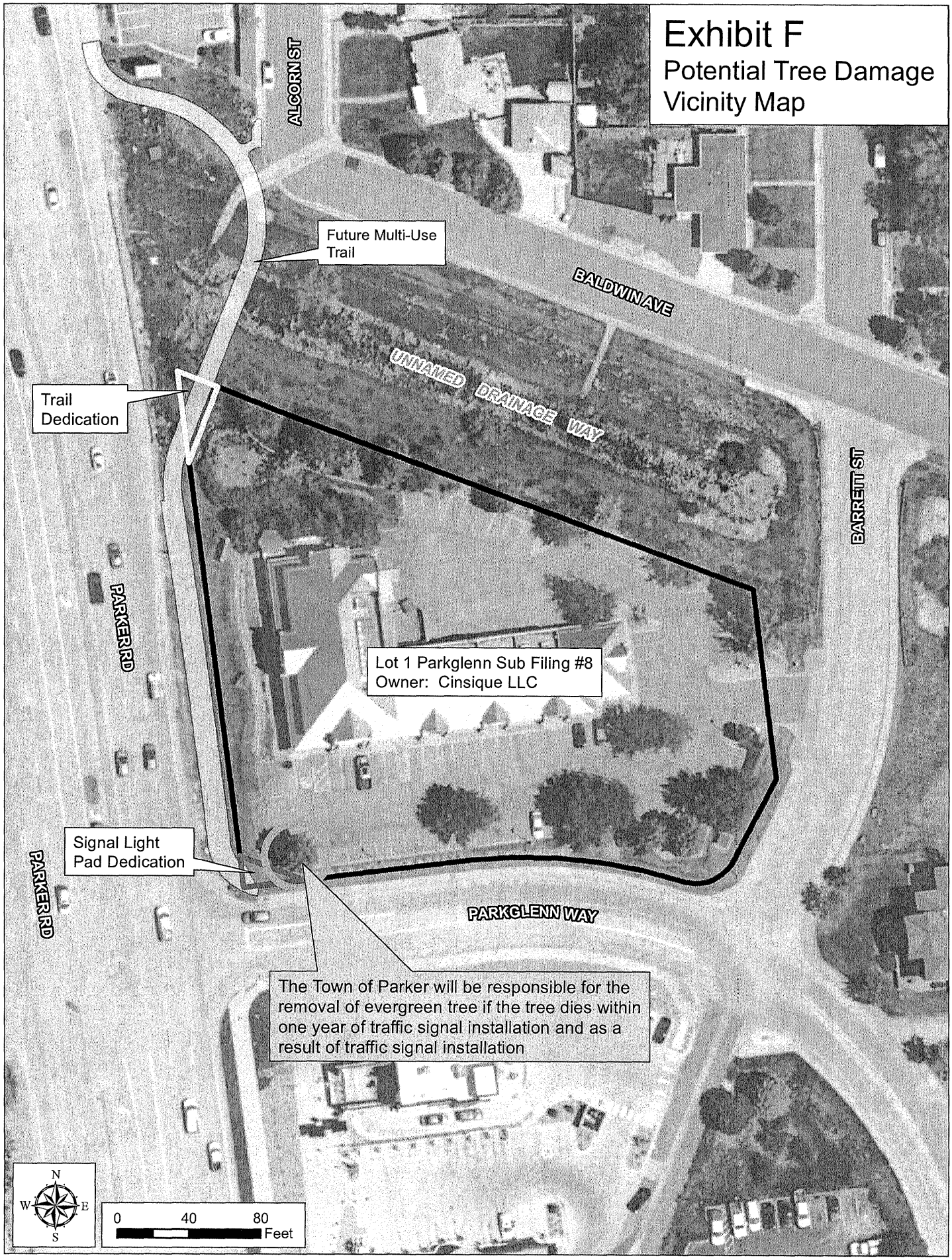


Exhibit F
Potential Tree Damage
Vicinity Map
ALCORN ST
Future Multi-Use Trail
BALDWIN AVE
UNNAMED DRAINAGE WAY
Trail Dedication
BARRETT ST
PARKER RD
Lot 1 Parkglenn Sub Filing #8
Owner: Cinsique LLC
Signal Light Pad Dedication
PARKER RD
PARKGLENN WAY
The Town of Parker will be responsible for the removal of evergreen tree if the tree dies within one year of traffic signal installation and as a result of traffic signal installation
N
W
E
S
0
40
80
Feet