

TOWN OF PARKER COUNCIL AGENDA

June 17, 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 does not reflect lack of thought or analysis on the part of Council.

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

Public comment for items that are not on the agenda may be made in person or electronically at <http://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. 5:00 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. SPECIAL PRESENTATIONS

- **Recognition of the Spring 2024 Citizen's Police Academy Participants**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - June 3, 2024*

B. *ORDINANCE NO. 9.372 - First Reading*

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2024, Coordinated Election

*Department: Town Clerk, Chris Vanderpool
Town Attorney, Jamie Wynn*

Second Reading: July 8, 2024

C. *LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT*

Department: Engineering and Public Works, Patrick Burke

Second Reading: July 8, 2024

1. *ORDINANCE NO. 1.619 - First Reading*

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

2. *ORDINANCE NO. 1.620 - First Reading*

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Richie's Parker Express Carwash, LLC, and the Town of Parker for a Portion of Lot 4C, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

D. *PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS*

Department: Engineering and Public Works, Tom Gill

Second July 8, 2024

Reading:

1. *ORDINANCE NO. 1.618 - First Reading*

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Brian M. Burr and Bryn L. Spencer-Burr Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

2. *ORDINANCE NO. 1.621 - First Reading*

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Colorado Flooring Industries, Inc., and RED Parker (TIC), LLC, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

3. *ORDINANCE NO. 1.622 - First Reading
A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Masini DT, LLC, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive*

E. RESOLUTION NO. 24-035

A Resolution to Exempt Certain Real Property Commonly Known as the Parkglenn Filing No. 8 Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

*Applicant: Town of Parker
Location: Northeast corner of Parker Road and Parkglenn Drive
Department: Community Development, Ashley Chasez
Engineering and Public Works, Chris Hudson
TRAKiT No.: SUB24-017*

F. CONTRACTS OVER \$100,000

1. *Parker Road Sidewalk - Parkglenn Way to Parker Keystone - Final Design Contract
Amount: \$155,540
Contractor: Merge Resource Group Ltd.
Department: Engineering and Public Works, Patrick Burke*
2. *Third Amendment to Master Agreement for On-Call Professional Services (RFP-22-009)
Amount: \$260,000
Contractor: Jon P. Dickey LLC
Department: Community Development, Randy Sale*
3. *ePlus - Customer Master Agreement
Amount: \$100,000+
Contractor: ePlus
Department: Information Technology, Matt Lynch*
4. *North Parker Road Operational Improvements Night Work
Amount: \$140,000
Contractor: Goodland Construction, Inc.
Department: Engineering and Public Works, Tom Gill*
5. *Third Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project
Amount: \$99,950
Contractor: JHL Constructors
Department: Engineering and Public Works, Bob Exstrom*

6. **PUBLIC HEARINGS**

PARKER TOWN HALL EXEMPTION PLAT AMENDMENT 3 LOT 1 - SITE PLAN

Applicant: Bob Exstrom, Town of Parker
Location: Southwest corner of Mainstreet and Pine Drive
Department: Community Development, Stacey Nerger
TRAKiT No.: SP23-097

7. **ORDINANCES**

A. **ORDINANCE NO. 4.118 - Second 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

B. **ORDINANCE NO. 5.28.35 - Second 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

C. **ORDINANCE NO. 9.370 - Second Reading**

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 of Kings Point Way

Department: Engineering and Public Works, Chris Hudson

D. **ORDINANCE NO. 1.617- Second 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

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

June 17, 2024

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

1. Proposition 123 concerning Intergovernmental Agreement with Douglas County Housing Authority
2. Subsection 13.04.010(b) of the Parker Municipal Code concerning the replacement of the Town of Parker zoning map
3. Chapter 4.07 of the Parker Municipal Code concerning the residential development excise tax
4. House Bill 24-1152 (accessory dwelling units), House Bill 24-1304 (parking bill), and House Bill 24-1007 (occupancy bill) passed in the 2024 Legislative Session

**TOWN OF PARKER COUNCIL
MINUTES
JUNE 3, 2024**

Mayor Pro Tem John Diak called the meeting to order at 6:00 p.m. All Councilmembers were present, except for Mayor Jeff Toborg, Todd Hendreks, and Joshua Rivero.

Town Attorney Jamie Wynn announced that there was one topic for discussion in the Executive Session. The topic, 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), was a 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.

EXECUTIVE SESSION

Brandi Wilks moved and Anne Barrington seconded to enter into Executive Session at 6:02 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Anne Barrington moved and Brandi Wilks seconded to come out of Executive Session at 6:20 p.m.

The motion was approved unanimously.

Brandi Wilks moved and Laura Hefta seconded to recess the regular meeting until 7:00 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No work session was held.

REGULAR SESSION

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

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

PUBLIC COMMENTS

Bella Harper and Izzy Sanchez from the Parker Youth Commission spoke about a resource page where teens can find volunteer opportunities, scholarships and other resources. One of their goals for this year was to make resources more available to the teens, and the resource page is the first step in increasing this availability.

Karen Swanson, Parker, from Nourish Meals on Wheels advised that they are serving the Parker community three days a week and hope to expand to five days a week. They are looking for community volunteers to assist in delivering meals.

Robin O'Meara, Aurora, United Sovereign Americans, spoke about what they believe are voter and election discrepancies.

Karen Tallentine, Littleton, Scott Russell, Highlands Ranch, Kevin Monahan, Highlands Ranch, Jaime West, Centennial, and Susan Baker, Aurora, all United Sovereign Americans, spoke about the request for a resolution they would like the Town Council to consider.

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 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: NA

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

Mayor Toborg advised that an item was being pulled from the consent agenda.

John Diak moved and Brandi Wilks seconded to approve Consent Agenda Items 4A through 4I, except for item 4.I.1. which he asked to pull from the consent agenda.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

John Diak moved and Brandi Wilks seconded to continue item 4.I.1. to a date certain of June 17, 2024.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

Mayor Toborg opened the Public Hearing at 7:33 p.m.

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 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 completed final design work for the associated roadway and determined that the ROW must be realigned. As a result of this design change, the applicant 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.

Brian Wilson was available to answer questions on behalf of the applicant.

Public Comments: Ray Travis, Parker, asked where the storm water was going to go, and Alex Mestdagh advised it would drain through an underground gravity system.

Mayor Toborg closed the Public Hearing at 7:42 p.m.

1. Final Plat

Laura Hefta moved and Anne Barrington seconded to approve the Newlin Crossing Filing No. 3 Final Plat based on staff recommendations.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

Laura Hefta moved and Brandi Wilks seconded to approve Ordinance No. 1.608 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

3. Subdivision Agreement

Laura Hefta moved and John Diak seconded to approve the Subdivision Agreement, Newlin Crossing Filing No. 3, based on staff recommendations.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

The purpose of this agenda item was to correct the legal description for the Pine Curve property by amending the Development and Financing Agreement and exchanging corrective bargain and sale

deeds. 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.

Public Comments: None.

1. Amendment to Development and Financing Agreement

Brandi Wilks moved and John Diak seconded to approve the Amendment to the Development and Financing Agreement.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

2. RESOLUTION NO. 24-029

A Resolution Accepting the Bargain and Sale Deed from CD-Parker, LLC, for the Pine Curve Property

Brandi Wilks moved and Laura Hefta seconded to approve Resolution No. 24-029.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

Brandi Wilks moved and John Diak seconded to approve Ordinance No. 1.612 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

This ordinance entered into an amendment to an intergovernmental agreement to adopt a revised Access Control Plan (ACP) for State Highway 83 (Parker Road). 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 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.

Public Comments: None.

Anne Barrington moved and Brandi Wilks seconded to approve Ordinance No. 9.131.1 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT

Department: Engineering and Public Works, Patrick Burke

This item approved six (6) ordinances for Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Project.

Public Comments: None.

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

John Diak moved and Brandi Wilks seconded to approve Ordinance No. 1.611 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

John Diak moved and Anne Barrington seconded to approve Ordinance No. 1.612 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

John Diak moved and Anne Barrington seconded to approve Ordinance No. 1.613 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

John Diak moved and Laura Hefta seconded to approve Ordinance No. 1.614 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

John Diak moved and Laura Hefta seconded to approve Ordinance No. 1.615 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

John Diak moved and Brandi Wilks seconded to approve Ordinance No. 1.616 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

The purpose of this ordinance was 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 was needed to formalize negotiations to jointly fund the construction effort.

Public Comments: None.

Laura Hefta moved and Brandi Wilks seconded to approve Ordinance No. 9.371 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

This item was 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.

Public Comments: None.

Brandi Wilks moved and Laura Hefta seconded to approve Ordinance No. 1.609 on second reading.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

This Trade Contractor Agreement award was 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.

Public Comments: None.

Anne Barrington moved and Laura Hefta seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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

This item was 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.

Public Comments: None.

John Diak moved and Brandi Wilks seconded to approve Resolution No. 24-034, as part of the regular agenda.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

John Diak moved and Anne Barrington seconded to adjourn the meeting at 8:46 p.m.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.



Request for Town Council Action

Date: June 17, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.372 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement
Between the Douglas County Clerk and Recorder and the Town of
Parker Regarding the Conduct and Administration of the November 5,
2024, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Jamie Wynn
Second July 8, 2024
Reading:

EXECUTIVE SUMMARY

The Town's regular election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its election with Douglas County. On February 20, 2024, the Town Council passed Resolution No. 24-014 in order to participate in the November 5, 2024, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election. The Town and Douglas County will enter into the 2024 IGA, which is attached to the ordinance.

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$50,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.372

RECOMMENDED MOTION

I move to approve Ordinance No. 9.372 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.

ORDINANCE NO. 9.372, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 5, 2024, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 24-014, Series of 2024, stating the Town's intent to participate in the Douglas County Coordinated Election on November 5, 2024, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the November 5, 2024, Coordinated Election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 5, 2024, Coordinated Election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2024, Coordinated Election.

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 Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2024, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

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 1

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

(Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 5, 2024
GENERAL ELECTION**

**SHERI DAVIS
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109**



THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the Coordinated Election on November 7, 2023; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (hereinafter referred to as the "Code"). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A)

- J. Review all petition information, if applicable, and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.).
USE THE TEMPLATES PROVIDED IN APPENDIX H "BALLOT MEASURE WORKSHEET" AND APPENDIX I "CANDIDATE CONTEST WORKSHEET".
The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within four (4) business hours of receiving the layout and text from the county** or as identified by the Contact Officer. This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated costs with fixing or correcting Jurisdictional errors.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
 - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
 - c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>.
 - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
 - e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205(1), C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

inches cost (\$4,000 for Presidential General Election over 5"), special text formatting such as italic, underline, bullets, numbering, tables, strike-through or indentations (\$500 if applicable) the use of all capital letters is reserved for TABOR issues only, per the Code., and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Registered Voters	Eligible Property Owners	TABOR Households	Content Length over Five Inches	Basic Coordination Charge	TABOR Notice Charge (min \$500)	Excess Content Length Charge	Public Notice Charge	Special Formatting Charge	Total Charges
302858	0	134985	10.75	\$ 302,858.00	\$ 14,351.52	\$ 43,000.00	\$ 4.88	\$ -	\$ 360,214.40
79	63	42	4.00	\$ 1,000.00	\$ 500.00	\$ 16,000.00	\$ 4.88	\$ -	\$ 17,504.88
46097	0	0	14.75	\$ 46,097.00	\$ -	\$ 59,000.00	\$ 4.88	\$ 500.00	\$ 105,601.88
140	0	60	8.75	\$ 1,000.00	\$ 500.00	\$ 35,000.00	\$ 4.88	\$ -	\$ 36,504.88
253	106	120	0.50	\$ 1,000.00	\$ 500.00	\$ 2,000.00	\$ 4.88	\$ -	\$ 3,504.88

If costs of TABOR Notice were \$3744.57 and other public notices were \$66.58.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)

**SECTION IV.
MISCELLANEOUS**

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Sheri Davis
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address
information)

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the

terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that they, 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 (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 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 County and the Jurisdiction, 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.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY
COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO
(Board signature required only if
coordination cost will exceed \$25,000)

COORDINATED ELECTION OFFICIAL:

By _____
Board of County Commissioners
Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Title: _____

Contents

Appendix A – Address Confirmation Form Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

Appendix E – Ballot Issue Notice (TABOR) Agreement

Appendix F – Ballot Issue Notice (TABOR) Proof Acceptance Form

Appendix G – Sample Ballot Issue Notice (TABOR Notice)

Appendix H – Ballot Measure Worksheet

Appendix I – Candidate Contest Worksheet

Appendix A
Address Confirmation Form

JURISDICTION NAME: _____

The address ranges identified in the **Address Library Report**, provided in addition to the IGA, represent all current addresses within your Jurisdiction according to our Voter Registration System address report. *The Douglas County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you the **Address Library Report** to confirm that the address ranges are complete and accurate. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

Please verify that the **Address Library Report** includes all residential addresses within your Jurisdiction. If there is an error, please note it on the table below. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to the Douglas County Elections Office. Thank you.

PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Section 1

Enter information in table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	Zip Code	Notes
<i>Example</i> Main	E	St.	101/603	E	80104	

Section 2

Enter other counties shared by Jurisdiction.

County Name(s): _____

___ Not Applicable

2024 GENERAL ELECTION

November 5, 2024

I have reviewed the Jurisdiction's Address Library Report provided by the Douglas County Elections Office and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies, which are noted on this form.

Signature

Date

Annexations, Inclusions, Exclusions

This form may be used in conjunction with the provided Jurisdiction Boundary Map, in place of reviewing and verifying the provided Address Library Report.

JURISDICTION NAME: _____

To ensure our office has the most current information, please complete the applicable Section below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

☐ Annexations

☐ Inclusions

☐ Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Appendix B
Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: _____

Designated Election Official:

Name

Mailing Address

City, State, Zip

Email

Phone

Represented By:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

- 1. November 5, 2024; 7:00am – 7:00pm**
Election Day phone support for citizen inquiries

Name: _____

Phone: _____

Email: _____

Optional Participation

- 2. September 27, 2024**
Logic and Accuracy Test (LAT)

Name: _____

Phone: _____

Email: _____

- 3. November 19, 2024 (Additional days may be needed)**
Risk Limiting Audit (RLA)

Name: _____

Phone: _____

Email: _____

November 5, 2024

4. November 22, 2024

Canvass Board and Final Certification of Election

Name: _____

Phone: _____

Email: _____

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Douglas County Coordinated Election Official:

Sheri Davis, Clerk and Recorder
Name

301 Wilcox Street, PO Box 1360
Mailing Address

Castle Rock, CO 80104
City, State, Zip

sdavis1@douglas.co.us
Email

303-663-7364
Phone

Douglas County Contact Officer:

Jack Twite Jr, Deputy of Elections
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

2024 GENERAL ELECTION

November 5, 2025

Douglas County Deputy of Elections:

Jack Twite Jr
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt
Name

100 Third Street
Mailing Address

Castle Rock, CO 80104
City, State, Zip

cpratt@douglas.co.us
Email

303-660-7321
Phone

Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2023 Coordinate Election (-100 days)	July 26 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 27 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 27 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 6 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 9 (Monday)
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 21 (Saturday)
Last day to submit Ballot Issue Notice (TABOR) Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 23 (Monday)
Logic and Accuracy Test (LAT)	September 27 (Friday)
Logic and Accuracy Test (LAT) – Alternate Date	September 30 (Monday)
Ballots mailed to voters (-22 days)	October 11 (Friday)
Ballot Drop Boxes open (-15 days minimum)	October 11- November 5 All boxes close Election Day, November 5 at 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 28 (Monday)

2024 GENERAL ELECTION

November 5, 2024

Voter Service and Polling Centers (VSPCs) open (-15 days)	October 21 – November 5 Monday - Friday, 8 a.m. - 5 p.m. Saturday, November 2, 8 a.m. - 5 p.m. Election Day, Tuesday, November 5, 7 a.m. – 7 p.m.
Election Day	November 5, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 19 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 22 (Friday)
Canvass Board and Final Certification of Election – Alternate Date	TBD
Final Certification of Election deadline	November 27 (Wednesday)

Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office.

- ☐ **Friday, July 26**
 - Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
- ☐ **Wednesday, July 31**
 - Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.
- ☐ **Tuesday, August 27**
 - Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, jtwite@douglas.co.us
 - Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.
 - Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges).
- ☐ **Friday, September 6**
 - Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. USE TEMPLATES PROVIDED IN APPENDIX H AND I.
 - As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.
 - Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
- ☐ **Monday, September 23**
 - Provide Contact Officer with full text of any required ballot issue notices (TABOR) and all summarized pro/con statements. USE TEMPLATE PROVIDED IN APPENDIX G.
- ☐ **Tuesday, October 1 – For elections where property owners are eligible electors:**
 - Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.

- ☐ **Wednesday, October 16 – For elections where property owners are eligible electors:**
 - Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from Tuesday, October 1. Refer to Section 2.02 (P) of the IGA for instructions and requirements.
- ☐ **Election Day, Tuesday, November 5**
 - Provide phone support for Jurisdiction for hours of voting (7:00 a.m. -7:00 p.m.) should information be needed from the Douglas County Elections office or the general public.
- ☐ **Post-Election Day**
 - Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
 - Remit payment within 30 days of receipt of billing invoice.

Appendix E Ballot Issue Notice (TABOR) Agreement

The Ballot Issue Notice (TABOR) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues that call for increases in the tax rate or government debt. It is required that the County produce a mailed notice concerning these ballot issues (TABOR) to the electors of the County and the Jurisdiction.

THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE BALLOT ISSUE NOTICE (TABOR):

- A. Determine the least cost method for mailing the TABOR Notice and determine the portion of such cost to be applied to the Jurisdiction.
- B. Determine the ballot issue number.
- C. Place the ballot issue notices received from Jurisdictions participating in the election in the proper order in the TABOR Notice.
- D. Mail a TABOR Notice to each address of any registered electors as required by law.
- E. Refer calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the designated contact for the Jurisdiction.

THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE BALLOT ISSUE NOTICE (TABOR):

- A. Perform such acts as may be required by law including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the Douglas County Elections Contact Officer (Contact Officer) receives the summary of written comments within the time required by law.
- B. Determine the ballot title and text within restrictions described by Douglas County in the IGA.
- C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." Use template provided in APPENDIX G: Sample Ballot Issue Notice (TABOR Notice)
- D. Prepare the text of the TABOR Notice. Use template provided in APPENDIX G: Sample Ballot Issue Notice (TABOR Notice). The TABOR Notice shall include any Jurisdiction voter-approved additions, and:
 - a. The election date, hours, and local Jurisdiction contact name, office address and telephone number.
 - b. Ballot title, ballot text and written comments.
 - c. Fiscal information to be included in the TABOR Notice.

November 5, 2024

- E. Accept and summarize the filed comments in favor of and in opposition to the ballot issues received from the eligible electors of the Jurisdiction and the public, as required for use in the TABOR Notice.
- F. Provide the certified content of the Jurisdiction's completed TABOR Notice to the Contact Officer as a plain text file via email.
- G. Proofread the layout and the text of the Jurisdiction's portion of the official TABOR notice and provide written notice (electronic format) of acceptance before the printing of the ballots. Approval or requested changes must be received within two (2) hours after the Douglas County Elections Contact Officer has emailed the draft. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated correction costs. This submission may not be changed by the Jurisdiction without written approval from the Contact Officer and shall be requested no later than the 42nd day before the election.
- H. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to TABOR Notices certified to the County.

By	Jurisdiction	By	County
Date		Date	

Appendix F
TABOR Notice Proof Acceptance Form

Use this form as an approval document in conjunction with your Jurisdiction's Ballot Issue Notice (TABOR Notice) to indicate the content has been reviewed and either approved, or approved with revisions noted.

Please thoroughly review all information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until we receive this completed form from each applicable Jurisdiction. **Approval or requested corrections must be received by Douglas County Elections within two (2) hours after the Contact Officer emails the proof.**

The Contact Officer will confirm receipt upon delivery via email.

Approved ____

Approved with revisions noted ____

Jurisdiction: _____

DEO Name: _____

DEO Signature: _____

Date: _____ Time: _____

2024 General Election

November 5, 2024

Appendix G: Sample Ballot Issue Notice (TABOR Notice)

Please follow this template for the submission of your Ballot Issue Notice (TABOR Notice)

TO: ALL REGISTERED VOTERS

NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE A DEBT *(choose one or both options)*

ON A CITIZEN PETITION/ON A REFERRED MEASURE *(choose one option)*

ENTER YOUR JURISDICTION NAME HERE

Election Date: November 5, 2024

Election Hours: 7:00 A.M. – 7:00 P.M.

Designated Election Official Address and Telephone Number:

Enter your DEO contact person

Enter your DEO office address

Enter your DEO office telephone number

Ballot Issue Title and Text: *(see Article X, Section 20, of the Colorado Constitution for legal guidance)*

Enter your ballot issue title

Enter your ballot issue text – TEXT MUST BE WRITTEN IN ALL CAPS

Fiscal Information:

Fiscal Year	Fiscal Year Spending
2022 (Actual)	\$ Enter dollar amount
2023 (Actual)	\$ Enter dollar amount
2024 (Estimated)	\$ Enter dollar amount

Overall Percentage Change in Fiscal Year Spending Enter percent change %

Overall Dollar Change in Fiscal Year Spending \$ Enter dollar amount

Estimated first full fiscal year maximum dollar amount of increase \$ Enter dollar amount

Estimated first full fiscal year spending without the increase \$ Enter dollar amount

Summary of Written Comments FOR (enter issue title):

See C.R.S. 1-7-903 for guidance

- OR -

Enter: No comments were filed by the constitution deadline

Summary of Written Comments AGAINST (enter issue title):

See C.R.S. 1-7-903 for guidance

- OR -

Enter: No comments were filed by the constitution deadline

Appendix H: Ballot Measure Worksheet

Please use this worksheet for the submission of each of your Ballot Measures

1. Name of coordinating entity: _____

2. Ballot measure type: ☐ Ballot Issue (TABOR) ☐ Ballot Question (non-TABOR)

3. Subject matter summary for contest heading (optional)

4. **Ballot measure text:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot. Please note:

- Ballot issues under TABOR must be certified in ALL UPPERCASE LETTERS
- Ballot questions not arising under TABOR must be certified in sentence case (upper and lower case letters)
- Please include standard measure responses: YES/FOR NO/AGAINST

Appendix I: Candidate Contest Worksheet

Please use this worksheet for the submission of each of your candidate contests

1. **Name of coordinating entity:** _____
2. **Name of elected office or position:** _____
3. **Representation type:** Under the applicable election laws of the coordinating entity, state whether candidates for this office are elected at large by all electors of the coordinating entity, or by district.
Check one:

☐ Candidates for this office are elected at-large ☐ Candidates for this office are elected by district

4. **Contest title:** Please enter the office or position title, district (if needed), term length, and the number of elected positions to be filled for this office using the following format and example:

Format:

Office Title – District
Term Length (Vote for Number)

Example:

Councilmember – District 2
Four-Year Term (Vote for One)

Title: _____

Term Length: _____

5. **Named candidates:** State the names of all candidates for this office, exactly as they should be printed on the ballot, and in the exact order they should be printed on the ballot:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____
- (8) _____
- (9) _____
- (10) _____

- Add additional lines if necessary
- Candidate names must be in proper case
- Candidate names may not include any title or degree designating the business or profession of the candidates
- A candidate's name may include one nickname, if the candidate regularly uses the nickname, and nickname does not include any part of a political party name

6. **Write-in candidates:** State whether this race will have write-in candidates. ☐ Yes ☐ No

If your answer to Question 6 is Yes, also state:

- (1) The number of separate write-in lines that should be printed on the ballot. _____
(The number of write-in lines should equal the number of elected positions to be filled.)
- (2) Under the ballot access laws and rules that apply to the coordinating entity, is there any possibility that an eligible elector may file papers with the DEO to qualify as a write-in candidate after the DEO certifies ballot content to the County Clerk?

☐ Yes ☐ No

2024 General Election

November 5, 2024

(3) State the names of the eligible write-in candidates for this race:

(a) _____

(b) _____

(c) _____

(d) _____



Request for Town Council Action

Date: June 17, 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
Second Reading: July 8, 2024

EXECUTIVE SUMMARY

This item contains two (2) 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 easements on two (2) of the impacted parcels.

These two (2) acquisitions include approximately 2,661 square feet (SF) of permanent easement that is needed to accommodate construction of sidewalk. See the Vicinity Map attached to this memorandum.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary permanent easements is \$71,800. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.619
3. Ordinance No. 1.620

RECOMMENDED MOTION

I move to approve Ordinance No. 1.619 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.

I move to approve Ordinance No. 1.620 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



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. 1.619, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN DSSM HOLDINGS, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 2, 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 DSSM Holdings, LLC, and the Town of Parker for a Portion of Lot 2, 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 29th day of May, 2024, by and between **DSSM Holdings, LLC**, a Colorado limited liability company as survivor of merger of DeepuSri Holdings LLC, a Colorado limited liability company, as to an undivided 50% interest and SMIHI, LLC, a Colorado limited liability company, as to an undivided 50% interest, ("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:

I. 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 **\$48,300.00** (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 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 (1) 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.

DSSM Holdings, LLC, a Colorado limited liability company as survivor of merger of DeepuSri Holdings LLC, a Colorado limited liability company, as to an undivided 50% interest and SMIHI, LLC, a Colorado limited liability company, as to an undivided 50% interest

BY: Greenie Dongli
TITLE: President
PRINT: SREENIVASA DONEPUDI

STATE OF Colorado)
COUNTY OF Douglas) ss.

The above and foregoing document was acknowledged before me this 29th day of May, 2024 by Sreenivasa Donepudi as President of DSSM Holdings, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



Paula L. L. L.
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"

DOUGLAS COUNTY PROJECT NUMBER:

PARCEL NUMBER: PE-22

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-22, 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 2, 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 83°33'16" EAST, A DISTANCE OF 4,401.74 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 2 AND THE NORTHEASTERLY RIGHT-OF-WAY OF LINCOLN MEADOWS PARKWAY RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY AND NORTHEASTERLY RIGHT-OF-WAY, NORTH 28°32'39" WEST, A DISTANCE OF 15.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,332.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 24°35'31" WEST;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 2 AND SAID SOUTHEASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'11", AN ARC LENGTH OF 187.22 FEET;
2. NORTH 57°21'18" EAST, A DISTANCE OF 88.45 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 2;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 2, SOUTH 29°38'41" EAST, A DISTANCE OF 6.62 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, SOUTH 57°25'10" WEST, A DISTANCE OF 72.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,440.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°10'07", AN ARC LENGTH OF 180.23 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 29°55'17" EAST, A DISTANCE OF 9.36 FEET;

THENCE SOUTH 63°06'42" WEST, A DISTANCE OF 23.17 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.043 ACRES, (1,856 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. 1.620, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN RICHIE'S PARKER EXPRESS CARWASH, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 4C, 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 Richie's Parker Express Carwash, LLC, and the Town of Parker for a Portion of Lot 4C, 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 13th day of May, 2024, by and between **Richie's Parker Express Carwash, LLC, an Indiana 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 **\$23,500.00** (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 right 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, 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.

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 (1) 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.

Richie's Parker Express Carwash, LLC, an Indiana limited liability company

BY: Thomas W. Frank

TITLE: MANAGING MEMBER

PRINT: THOMAS W. FRANK

STATE OF ~~COLORADO~~ INDIANA)
) ss.
COUNTY OF MARION)

The above and foregoing document was acknowledged before me this 13th day of MAY, 2024 by Thomas W. Frank as MANAGING MEMBER of **Richie's Parker Express Carwash, LLC**, an Indiana limited liability company.

WITNESS my hand and official seal.



[Signature]
Notary Public ERIC C. LEWIS

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-30
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-30, 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 4C, 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 NORTHWEST CORNER OF SAID LOT 4C 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 4C AND SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°29'05" EAST, A DISTANCE OF 137.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 4C AND THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD RECORDED AT RECEPTION NO. 2003153187 IN SAID RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 4C AND SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 04°32'59" EAST, A DISTANCE OF 3.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°30'55" EAST;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°21'54", AN ARC LENGTH OF 12.76 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, SOUTH 89°29'03" WEST, A DISTANCE OF 150.31 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4C;

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 0.018 ACRES, (805 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:



Request for Town Council Action

Date: June 17, 2024
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS**
Department: Engineering and Public Works, Tom Gill
Second Reading: July 8, 2024

EXECUTIVE SUMMARY

This item is to approve three (3) ordinances for the memorandum of agreement for the conveyance of real property necessary to construct the Parker Road Sidewalk - East Side (Sulphur Gulch to South of Parker Square Drive) project. These agreements are needed for planned sidewalk/trail improvements to the east side of Parker Road between the Sulphur Gulch trail to south of Parker Square Drive.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Parker Road Sidewalk East Side Multi-Use Trail Connection project that commenced earlier this year, a long planned sidewalk/trail along the east side of Parker Road between Sulphur Gulch to south of Parker Square Drive will be constructed. This stretch of Parker Road is shown on the attached vicinity map for reference. The project will link to existing sidewalk/trails at the north project limit and the south project limit. In addition, the project will also connect to an existing sidewalk/trail near the middle of the project limits. This existing section of sidewalk/trail near the middle of the project limits was constructed as part of the adjacent development. The project's construction is being partially funded by a Colorado Department of Transportation "Safer Main Streets" grant that the Town successfully applied for in 2021. On July 17, 2023, Town Council approved Ordinance 1.587, which authorized staff to proceed with good faith negotiations regarding acquiring permanent easements, and temporary construction easements along the east side of Parker Road necessary to construct the project.

The Brian M. Burr and Bryn L. Spencer-Burr property (Ord. No. 1.618) consists of one (1) parcel and is located at the southeast corner of the Parker Road/Parker Square Drive intersection along the east side of Parker Road (former Village Inn Restaurant). The acquisition includes 650 square feet (SF) of permanent sidewalk easement and 2,120 SF of temporary construction easement needed to accommodate the proposed sidewalk. See the attached vicinity map for additional information on this acquisition location.

The Colorado Flooring Industries, Inc./Red Parker (TIC), LLC property (Ord. No. 1.621) consists of one (1) parcel and is located 400 feet north of Clubhouse Drive along the east side of Parker Road (Carpet Exchange). The acquisition includes 1,088 SF of permanent sidewalk easement and 2,306 SF of temporary construction easement needed to accommodate the proposed sidewalk. See the attached vicinity map for additional information on this acquisition location.

The Masini DT, LLC property (Ord. No. 1.622) consists of one (1) parcel and is located 200 feet north of Clubhouse Drive along the east side of Parker Road (Del Taco). The acquisition includes 848 SF of permanent sidewalk easement and 42 SF of temporary construction easement needed to accommodate the proposed sidewalk. See the attached vicinity map for additional information on this acquisition location.

FINANCIAL IMPACT

The purchase prices for these acquisitions are \$20,000 (Ord. No. 1.618), \$30,000 (Ord. No. 1.621) and \$16,330 (Ord. No. 1.622). Funding for these acquisitions has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

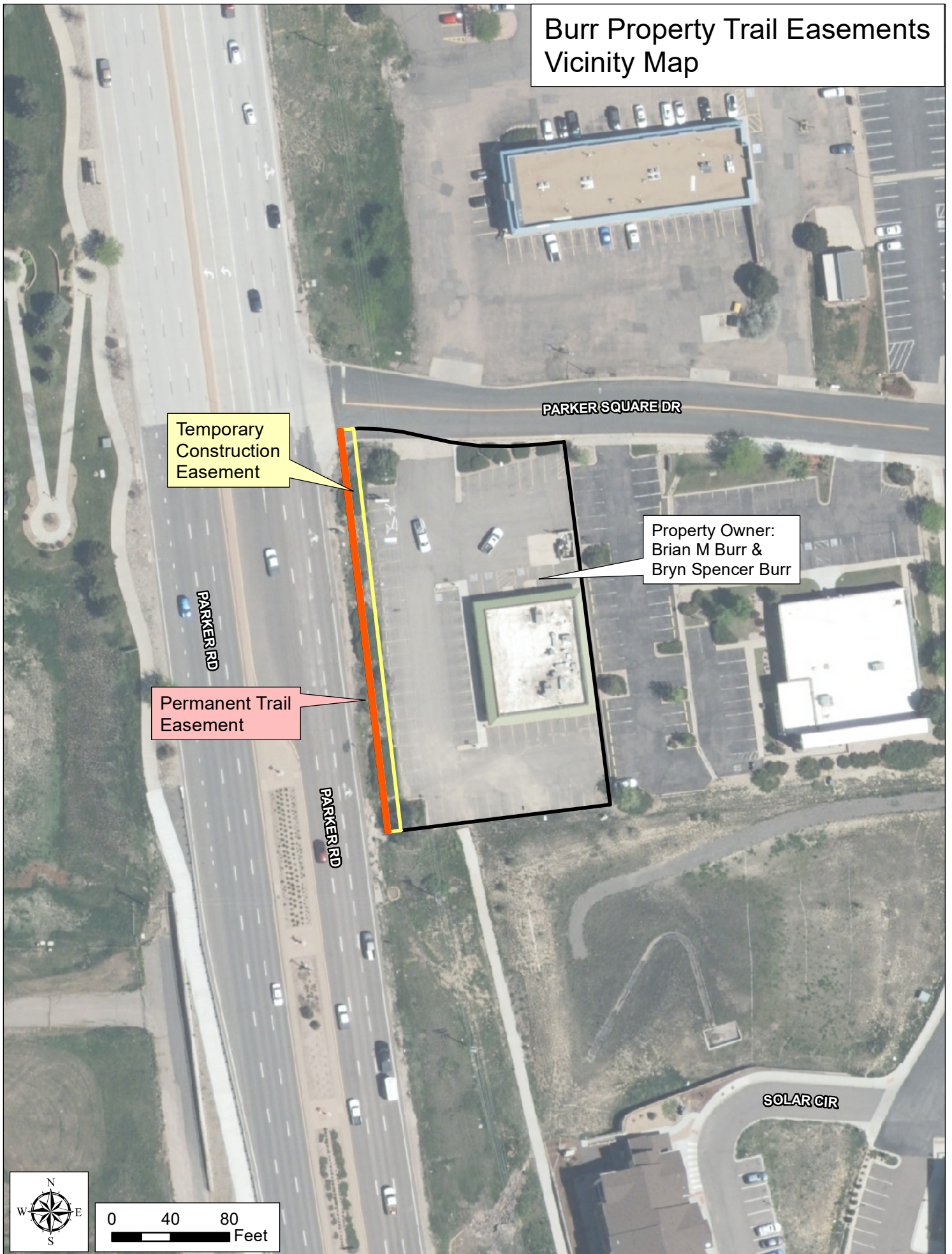
ATTACHMENTS

1. Burr Property Trail Easements Vicinity Map
2. Colorado Flooring Industries Inc Trail Easements Vicinity Map
3. Masini DT LLC Trail Easements Vicinity Map
4. Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch)
5. Ordinance No. 1.618
6. Ordinance No. 1.621
7. Ordinance No. 1.622

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.618 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.
2. I move to approve Ordinance No. 1.621 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.
3. I move to approve Ordinance No. 1.622 on first reading and to schedule second reading for July 8, 2024, as part of the consent agenda.

Burr Property Trail Easements Vicinity Map



Colorado Flooring Industries Inc
Property Trail Easements
Vicinity Map



Masini DT LLC Property
Trail Easements
Vicinity Map



Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch)



ORDINANCE NO. 1.618, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND BRIAN M. BURR AND BRYN L. SPENCER-BURR CONCERNING THE PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS SOUTH OF PARKER SQUARE DRIVE

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 Memorandum of Agreement by and between the Town of Parker and Brian M. Burr and Bryn L. Spencer-Burr concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive, 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, COLORADO MEMORANDUM OF AGREEMENT (Local Public Agency)	Project Code: 24457	Parcel No: PE-2, TE-2
	Project No: C M039-008	
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)	
	County: Douglas	State Highway No: 86

This Agreement made on June 3, 2024 (date) is between the **Town of Parker, Colorado**, a Colorado municipal corporation (GRANTEE) for the purchase of the parcels listed above from the

Owner(s) **Brian M. Burr and Bryn L. Spencer-Burr**

(GRANTOR).

GRANTOR and GRANTEE may be referred to hereafter, collectively, as the PARTIES.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq.ft ☐ /acres ☐	\$
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	650 Sq.ft ☒ /acres ☐	\$9,100
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	2,120 Sq.ft ☒ /acres ☐	\$5,936
Improvements: 55 sqft – 4" landscape rocks 105 sqft – spreading Juniper 1 ea – small deciduous tree		\$ 978
Damages: none		\$0
Administrative Settlement		\$3,986
	Gross Total	\$20,000
	Less Credit	\$0
	(rounded) Net Total	\$20,000.00

Other conditions: See attached Exhibit "E"

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall

perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|---|
| ☐ General Warranty Deed | ☐ Utility Easement |
| ☐ Access Deed | ☒ Public Sidewalk Easement Slope Easement |
| ☐ Full Release(s) Book/Page: | ☒ Temporary Easement |
| ☐ Partial Release(s) Book/Page: | ☐ |
| ☐ Or (specify) | |
| ☐ Title Company to prepare documents except | |

x Order Check \$20,000.00

Payable to: Fidelity National Title

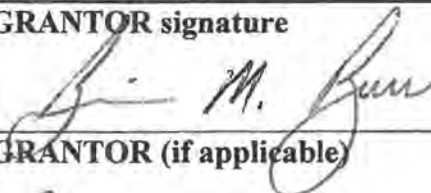
Order Check \$

Payable to:

Real Estate Specialist

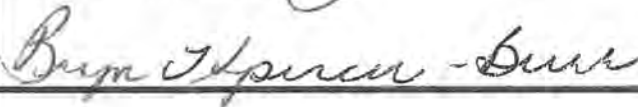


GRANTOR signature



Attach form W-9

GRANTOR (if applicable)



The Town of Parker, Colorado,
a Colorado Home Rule Municipality

By: _____

Title: _____

cc: Town of Parker (original)
Property Owner
CDOT Region ROW Office

EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-2
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-2) of Project No. C M039-008 over and across that parcel of land described as Tract II, Parker Square II recorded at Reception No. 0268824 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the south Line of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°29'37" East, a distance of 2652.24 feet. Monumented by a 3 1/4" alum cap marked PLS 9133 1990 on a 2 3/8" pipe at the South Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 23516 2002 on a #6 rebar at the Southeast Corner of said Section 22.

Commencing at the South Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE North 82°23'18" East, a distance of 612.09 feet to the southwest corner of Tract II, Parker Square II recorded at Reception No. 0268824 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE North 07°18'38" West, along the westerly line of said Tract II and said existing easterly right of way line of S. Parker Road, a distance of 271.22 feet to the northwest corner of said Tract II;

THENCE along the northerly line of said Tract II and the existing southerly right of way line of E. Parker Square Drive, along a curve to the right, an arc length of 2.52 feet, said curve having a radius of 152.04 feet, a delta angle of 00°57'00", a chord bearing of North 83°09'52" East, and a chord length of 2.52 feet;

THENCE South 07°15'29" East, a distance of 271.19 feet to the southerly line of said Tract II;

THENCE South 82°41'22" West, a distance of 2.27 feet to the Point of Beginning.

Containing 650 Square Feet, or 0.015 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER

**BRIAN M. AND
BRYN L. BURR**

APN. 2233-224-03-002

CALC: AVV

DATE: 3/10/2023

DRWN: AVV

JOB No. 1701-053

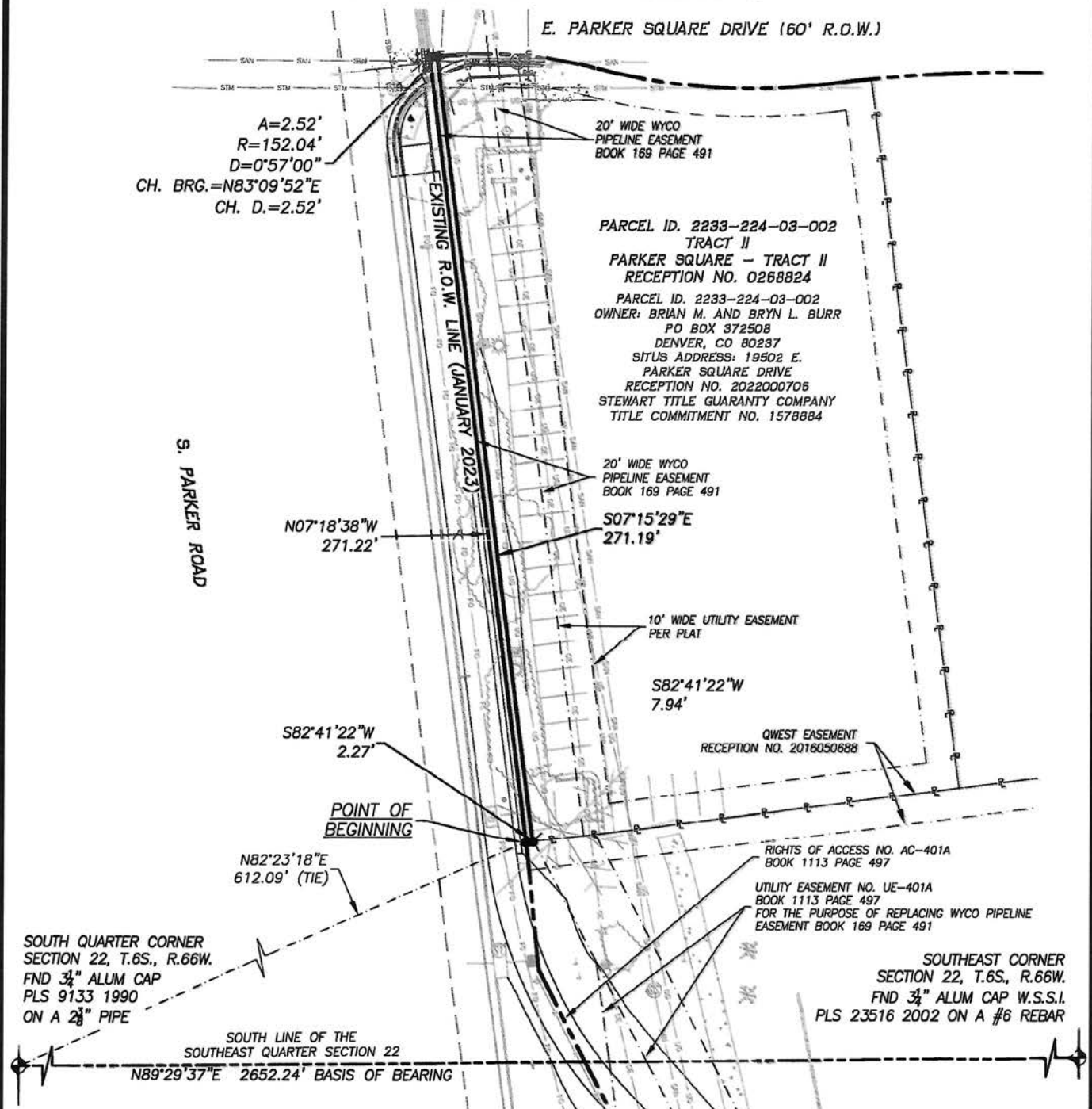
SHEET 1 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-2**

SE 1/4 SEC. 22, T.6S., R.66W.

DOUGLAS COUNTY, COLORADO

ILLUSTRATION - EXHIBIT B

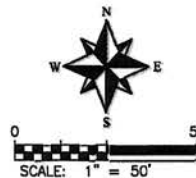


OWNER
BRIAN M. AND
BRYN L. BURR

APN. 2233-224-03-002
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 2 OF 2

PERMANENT EASEMENT
PARCEL NO. PE-2

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

DALEY LAND
SURVEYING, INC.
17011 LINCOLN AVE #901
PARKER, CO 80134

EXHIBIT C
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT PARCEL NUMBER: TE-2
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-2) of Project No. C M039-008 over and across that parcel of land described as Tract II, Parker Square II recorded at Reception No. 0268824 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the south Line of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°29'37" East, a distance of 2652.24 feet. Monumented by a 3 1/4" alum cap marked PLS 9133 1990 on a 2 3/8" pipe at the South Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 23516 2002 on a #6 rebar at the Southeast Corner of said Section 22.

Commencing at the South Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE North 82°23'22" East, a distance of 614.36 feet to a point on the southerly line of Tract II, Parker Square II recorded at Reception No. 0268824 in the records of Douglas County and the Point of Beginning;

THENCE North 07°15'29" West, a distance of 271.19 feet to a point on the northerly line of Tract II and the existing southerly right of way line of E. Parker Square Drive (January 2023);

THENCE along said northerly line and said existing southerly right of way line, along a curve to the right, an arc length of 7.70 feet, said curve having a radius of 152.04 feet, a delta angle of 02°54'09", a chord bearing of North 85°05'27" East, and a chord length of 7.70 feet;

THENCE South 07°18'38" East, a distance of 270.87 feet to said southerly line of Tract II;

THENCE South 82°41'22" West, a distance of 7.94 feet to the Point of Beginning.

Containing 2120 Square Feet, or 0.049 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
 17011 LINCOLN AVE #301
 PARKER, CO 80134

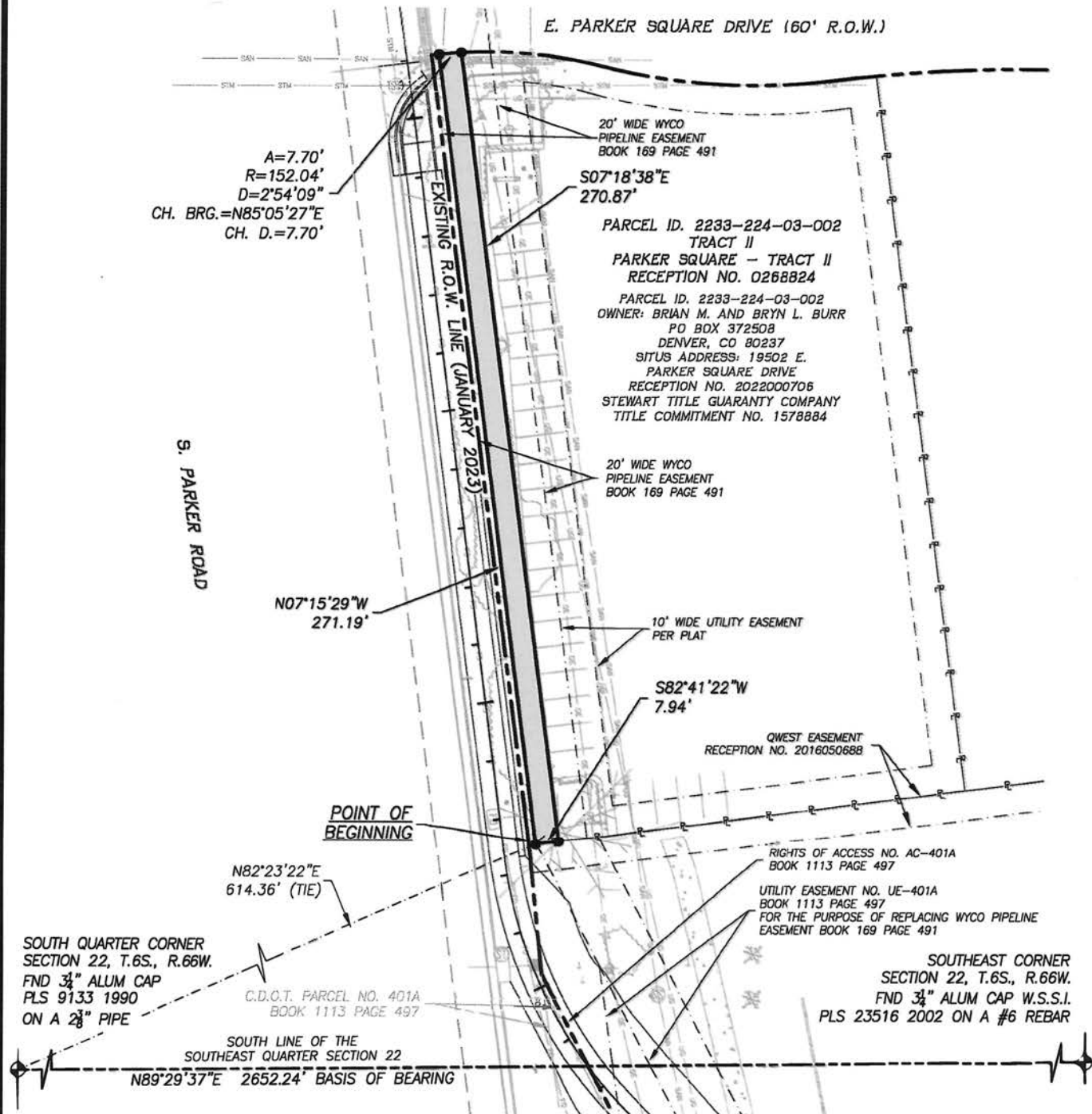
OWNER
**BRIAN M. AND
 BRYN L. BURR**

**TEMPORARY EASEMENT
 PARCEL NO. TE-2**

**SE 1/4 SEC. 22, T.6S., R.66W.
 DOUGLAS COUNTY, COLORADO**

APR. 2233 -224-03 -002
 CALC: AVV DATE: 3/10/2023
 DRWN: AVV JOB No. 1701-053
 SHEET 1 OF 2

ILLUSTRATION - EXHIBIT D



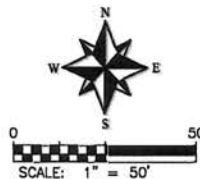
OWNER
BRIAN M. AND
BRYN L. BURR

APN. 2233-224-03-002
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053

SHEET 2 OF 2

TEMPORARY EASEMENT
PARCEL NO. TE-2

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

DALEY LAND
SURVEYING, INC.
17011 LINCOLN AVE #301
PARKER, CO 80134

EXHIBIT "E"

1. The PARTIES have come to an agreement on the use, acquisition and conveyance a Public Sidewalk Easement and a Temporary Construction Easement (collectively, the "Easements"), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Parker Road Sidewalk Improvements (the "Project");
2. GRANTEE through its right-of-way negotiators and GRANTOR have negotiated the terms of this Agreement through negotiations in good faith which have resulted in an agreement as to just compensation for the Easements, but such Agreement is subject to formal approval by the Town Council of the Town; and
3. GRANTEE desires to begin construction within the Easements in advance of the formal approval of this Agreement and thus before the closing date of this Agreement, and thus the PARTIES agree that GRANTOR shall be granted a temporary right of entry to the Easements ("Temporary Right of Entry") to expedite construction.
4. GRANTOR does hereby grant this Temporary Right of Entry for use during construction of the Project, together with all rights and privileges as are necessary or incidental to the reasonable and proper use in and to, over, under and across the Easements.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easements has occurred. To the extent permitted by law, and subject to No. 6 below, the PARTIES will adhere to all the terms negotiated in this Agreement.
6. In the event the Town Council does not approve the Purchase and Sale Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.

ORDINANCE NO. 1.621, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND COLORADO FLOORING INDUSTRIES, INC., AND RED PARKER (TIC), LLC, CONCERNING THE PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS SOUTH OF PARKER SQUARE DRIVE

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 Memorandum of Agreement by and between the Town of Parker and Colorado Flooring Industries, Inc., and RED Parker (TIC), LLC, concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive, 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, COLORADO MEMORANDUM OF AGREEMENT (Local Public Agency)	Project Code: 24457	Parcel No: PE-11, TE-11
	Project No: C M039-008	
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)	
	County: Douglas	State Highway No: 86

This Agreement made on 5-13-24 (date) is between the **Town of Parker**, Colorado, a Colorado municipal corporation (GRANTEE) for the purchase of the parcels listed above from the Owner(s) **Colorado Flooring Industries, Inc., a Colorado corporation and RED Parker (TIC), LLC, a Washington limited liability company, as their interest may appear** (GRANTOR).

GRANTOR and GRANTEE may be referred to hereafter, collectively, as the PARTIES.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq.ft ☐ /acres ☐	\$
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	1,088 Sq.ft ☒ /acres ☐	\$15,232
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	2,306 Sq.ft ☒ /acres ☐	\$6,457
Improvements : 577 sqft - 6"-8" landscape rocks 10 ea - Small shrubs		\$2,499
Damages :none		\$
Administrative Settlement		\$5,812
	Gross Total	\$30,000
	Less Credit	\$
	Net Total (rounded)	\$30,000.00

Other conditions: See attached Exhibit "E"

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and

agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

☐ General Warranty Deed

☐ Utility Easement

☐ Access Deed

☒ Public Sidewalk Easement Slope Easement

☐ Full Release(s) Book/Page:

☒ Temporary Easement

☐ Partial Release(s) Book/Page:

☐

☐ Or (specify)

☐ Title Company to prepare documents except

x Order Check \$30,000.00

Payable to: Fidelity National Title

Order Check \$

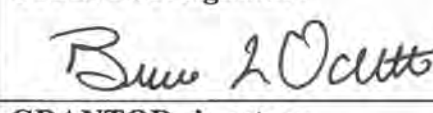
Payable to:

Real Estate Specialist

GRANTOR signature

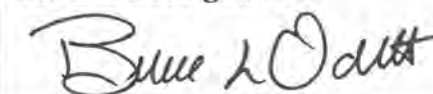
Attach form W-9





GRANTOR signature

Attach form W-9



**The Town of Parker, Colorado,
a Colorado Home Rule Municipality**

By: _____

Title: _____

cc: Town of Parker (original)
Property Owner
CDOT Region ROW Office

EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-11
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-11) of Project No. C M039-008 over and across that parcel of land described as Lot 3, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 40°30'54" East, a distance of 560.71 feet to the southwest corner of Lot 3, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE North 08°16'50" West, along the westerly line of said Lot 3 and said existing easterly right of way line (January 2023), a distance of 166.02 feet;

THENCE North 81°43'10" East, a distance of 6.55 feet;

THENCE South 08°17'01" East, a distance of 166.02 feet to the southerly line of said Lot 3;

THENCE South 81°43'10" West, a distance of 6.56 feet to the Point of Beginning.

Containing 1088 Square Feet, or 0.025 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER
COLORADO FLOORING
INDUSTRIES INC.

APN: 2233-224-04-006

CALC: AVV DATE: 3/10/2023

DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

PERMANENT EASEMENT
PARCEL NO. PE-11

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

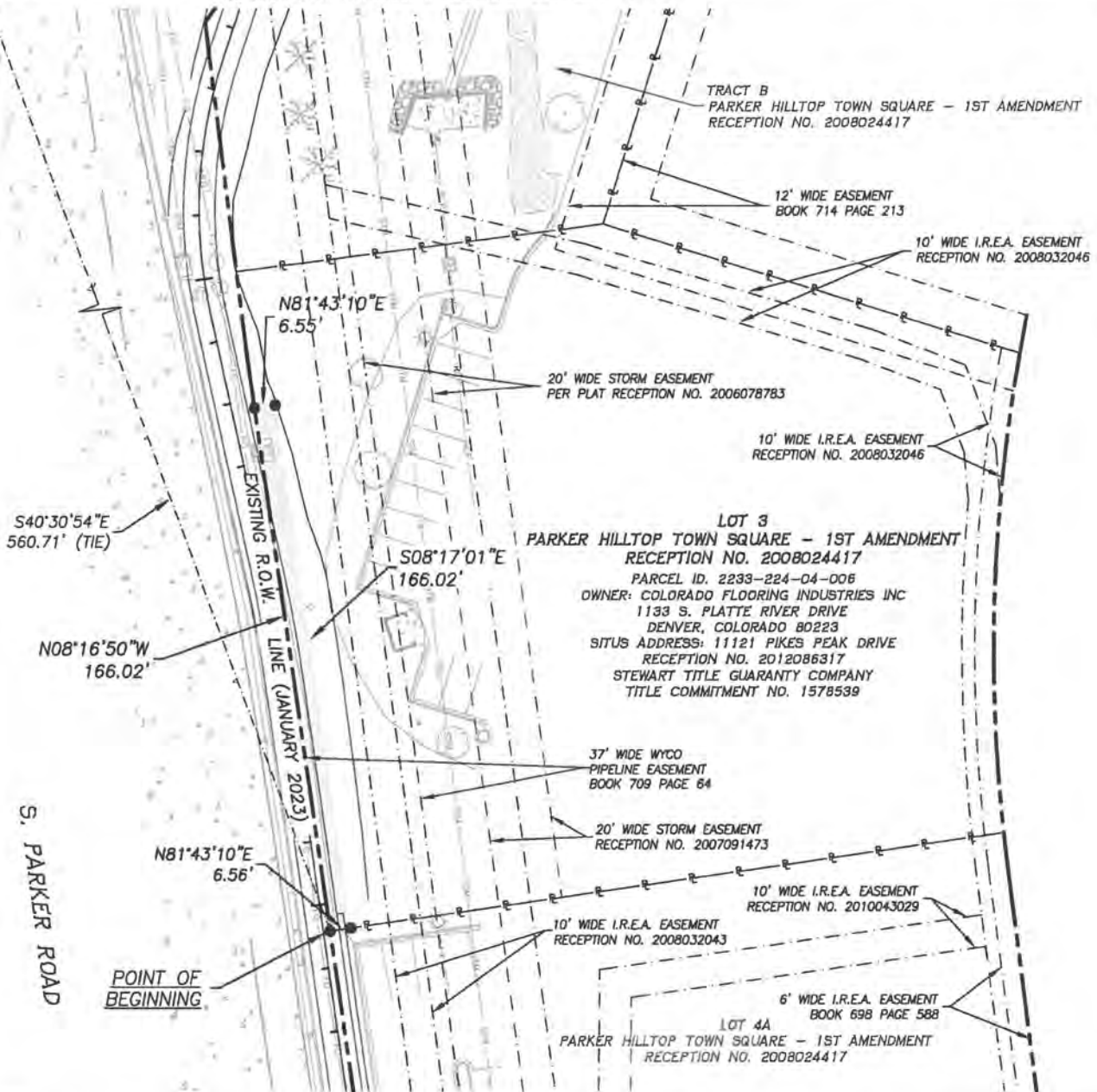
ILLUSTRATION EXHIBIT B

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 2 1/8" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR

BASIS OF BEARING N89°11'03"E 1332.04'

N. LINE NORTHWEST QUARTER SOUTHEAST QUARTER SECTION 22



OWNER

**COLORADO FLOORING
INDUSTRIES INC.**

APN. 2233-224-04-006

CALC: AV

DATE: 3/10/2023

DRWN: AV

JOB No. 1701-053

SHEET 2 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-11**

SE 1/4 SEC. 22, T.6S., R.66W.

DOUGLAS COUNTY, COLORADO



0 50
SCALE: 1" = 50'

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #381
PARKER, CO 80134

EXHIBIT C
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT PARCEL NUMBER: TE-11
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-11) of Project No. C M039-008 over and across that parcel of land described as Lot 3, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 41°04'43" East, a distance of 564.23 feet to a point on the southerly line of Lot 3, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County and the Point of Beginning;

THENCE North 08°17'01" West, a distance of 166.02 feet;

THENCE South 81°43'10" West, a distance of 6.55 feet to the existing easterly right of way line of S. Parker Road (January 2023);

THENCE along the westerly line of said Lot 3 and said existing easterly right of way line the following two courses:

1. North 08°16'50" West, a distance of 14.61 feet;
2. North 07°21'56" West, a distance of 28.55 feet to the northwest corner of said Lot 3;

THENCE North 82°37'47" East, along the northerly line of said Lot 3, a distance of 16.68 feet;

THENCE South 07°48'30" East, a distance of 208.92 feet to the southerly line of said Lot 3;

THENCE South 81°43'10" West, a distance of 8.85 feet to the Point of Beginning.

Containing 2306 Square Feet, or 0.053 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



CWN B
**COLORADO FLOORING
INDUSTRIES INC.**

APN: 2233-224-04-006
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 1 OF 2

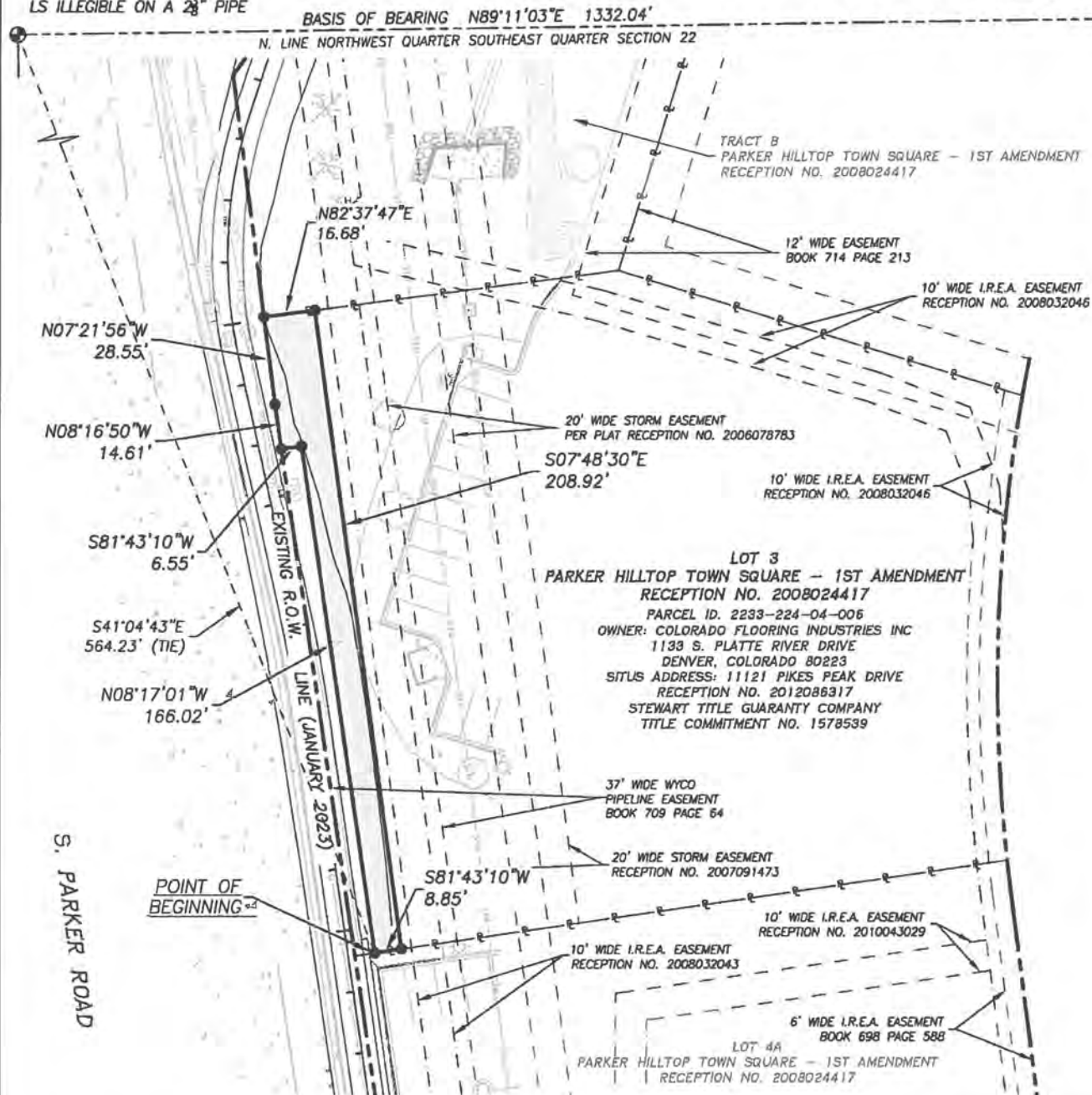
**TEMPORARY EASEMENT
PARCEL NO. TE-11**

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

ILLUSTRATION EXHIBIT D

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 2 1/2" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR

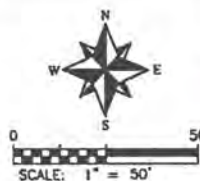


OWNER
COLORADO FLOORING INDUSTRIES INC.

APN. 2233-224-04-006
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 2 OF 2

**TEMPORARY EASEMENT
PARCEL NO. TE-11**

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #381,
PARKER, CO 80134

EXHIBIT "E"

1. The PARTIES have come to an agreement on the use, acquisition and conveyance a Public Sidewalk Easement and a Temporary Construction Easement (collectively, the "Easements"), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Parker Road Sidewalk Improvements (the "Project");
2. GRANTEE through its right-of-way negotiators and GRANTOR have negotiated the terms of this Agreement through negotiations in good faith which have resulted in an agreement as to just compensation for the Easements, but such Agreement is subject to formal approval by the Town Council of the Town; and
3. GRANTEE desires to begin construction within the Easements in advance of the formal approval of this Agreement and thus before the closing date of this Agreement, and thus the PARTIES agree that GRANTOR shall be granted a temporary right of entry to the Easements ("Temporary Right of Entry") to expedite construction.
4. GRANTOR does hereby grant this Temporary Right of Entry for use during construction of the Project, together with all rights and privileges as are necessary or incidental to the reasonable and proper use in and to, over, under and across the Easements.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easements has occurred. To the extent permitted by law, and subject to No. 6 below, the PARTIES will adhere to all the terms negotiated in this Agreement.
6. In the event the Town Council does not approve the Purchase and Sale Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.

ORDINANCE NO. 1.622, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND MASINI DT, LLC, CONCERNING THE PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS SOUTH OF PARKER SQUARE DRIVE

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 Memorandum of Agreement by and between the Town of Parker and Masini DT, LLC, concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive, 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, COLORADO MEMORANDUM OF AGREEMENT (Local Public Agency)	Project Code: 24457		Parcel No: PE-10 & TCE-10	
	Project No: C M039-008			
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)			
	County: Douglas		State Highway No: 86	

This Agreement made on MAY 18, 2024 (date) is between the **Town of Parker, Colorado**, a Colorado municipal corporation (GRANTEE) for the purchase of the parcels listed above from the Owner **Masini DT, LLC** (GRANTOR).

GRANTOR and GRANTEE may be referred to hereafter, collectively, as the PARTIES.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	na Sq.ft ☐ /acres ☐	
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	848 Sq.ft ☒ /acres ☐	\$12,720
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	42 Sq.ft ☒ /acres ☐	\$ 126
Improvements 848 SF – 4" Landscape rocks 10 each – small shrubs		\$3,478
Damages: none		\$0
	Gross Total	\$16,324
	Less Credit	\$0
	Net Total (rounded)	\$16,330.00

Other conditions: See attached Exhibit "E"

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and

agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

☐ General Warranty Deed

☐ Utility Easement

☐ Access Deed

☒ Public Sidewalk Easement Slope Easement

☐ Full Release(s) Book/Page:

☒ Temporary Easement

☐ Partial Release(s) Book/Page:

☐ Or (specify)

☐ Title Company to prepare documents except

x Order Check \$16,330

Payable to: Fidelity National Title

Order Check \$

Payable to:

Real Estate Specialist

GRANTOR signature

Attach form W-9




MASINI DT LLC

The Town of Parker, Colorado,
a Colorado Home Rule Municipality

By: _____

Title: _____

cc: Town of Parker (original)
Property Owner
CDOT Region ROW Office

EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-10
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-10) of Project No. C M039-008 over and across that parcel of land described as Lot 4A, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 34°38'34" East, a distance of 673.52 feet to the southwest corner of Lot 4A, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE North 08°16'50" West, along said westerly line and said existing easterly right of way line (January 2023), a distance of 129.19 feet to the northeast corner of said Lot 4A;

THENCE North 81°43'10" East, along the northerly line of said Lot 4A, a distance of 6.56 feet;

THENCE South 08°17'01" East, a distance of 129.28 feet to the southerly line of said Lot 4A;

THENCE South 82°28'44" West, a distance of 6.57 feet to the Point of Beginning.

Containing 848 Square Feet, or 0.019 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER
**COLORADO DEL
HOLDINGS LLC**

**PERMANENT EASEMENT
PARCEL NO. PE-10**

APN. 2233-224-04-008

CALC: AVV DATE: 3/10/2023

DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

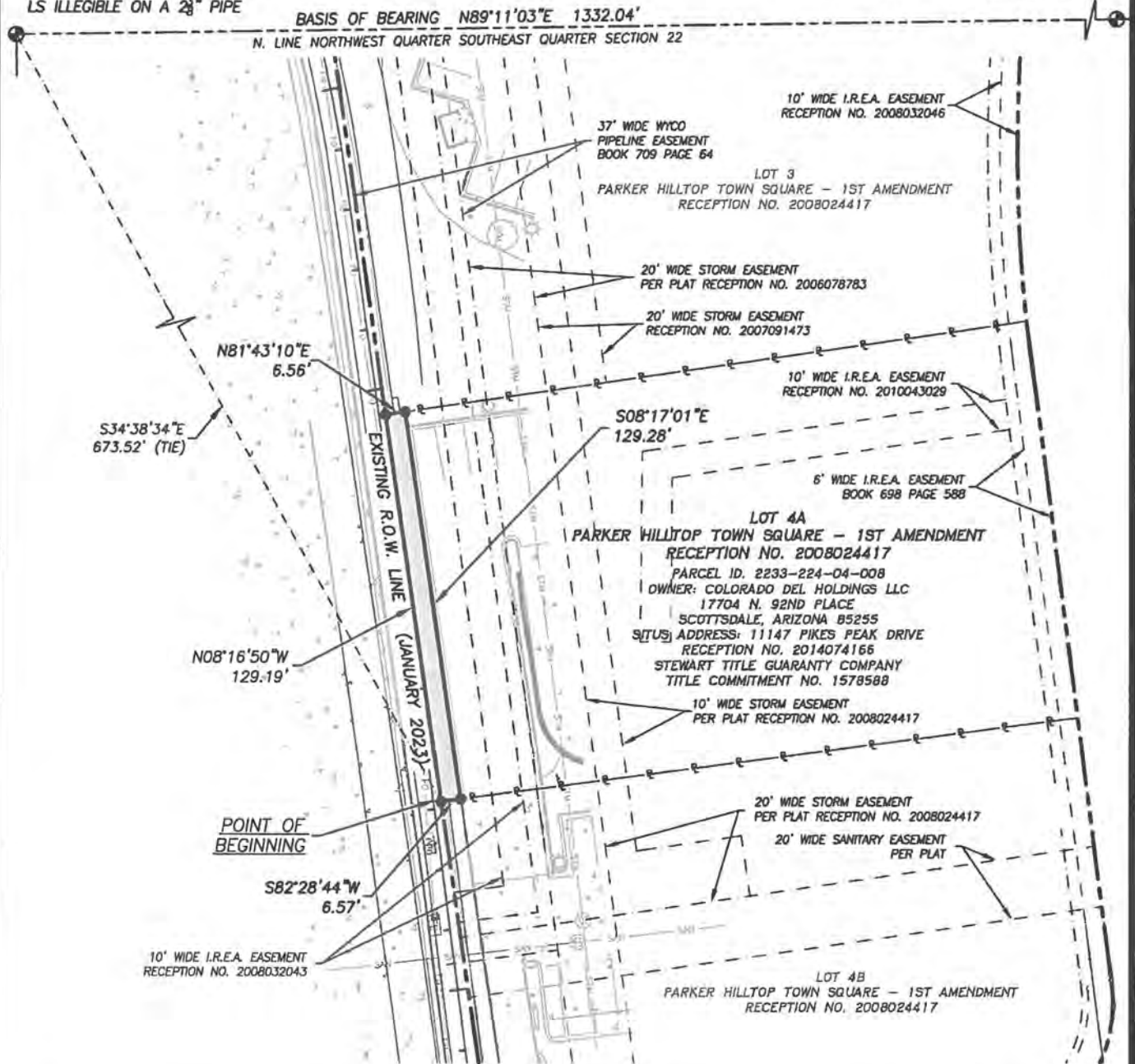
SE 1/4 SEC. 22, T.6S., R.66W.

DOUGLAS COUNTY, COLORADO

ILLUSTRATION - EXHIBIT B

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 2 1/2" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR



OWNER
COLORADO DEL HOLDINGS LLC

APN. 2233-224-04-008

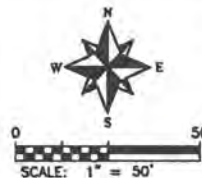
CALC: AVV DATE: 3/10/2023

DRWN: AVV JOB No. 1701-053

SHEET 2 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-10**

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #302
PARKER, CO 80134

EXHIBIT C
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT PARCEL NUMBER: TE-10
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-10) of Project No. C M039-008 over and across that parcel of land described as Lot 4A, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 41°04'43" East, a distance of 564.23 feet to the northerly line of of Lot 4A, Parker Hilltop Town Square 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County and the Point of Beginning;

THENCE North 81°43'10" East, along said northerly line, a distance of 8.85 feet;

THENCE South 07°48'30" East, a distance of 4.75 feet;

THENCE South 81°35'23" West, a distance of 8.81 feet;

THENCE North 08°17'01" West, a distance of 4.77 feet to the Point of Beginning.

Containing 42 Square Feet, or 0.001 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



**COLORADO DEL
HOLDINGS LLC**

APN: 2233-224-04-008

CALC: AVV DATE: 3/10/2023

DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

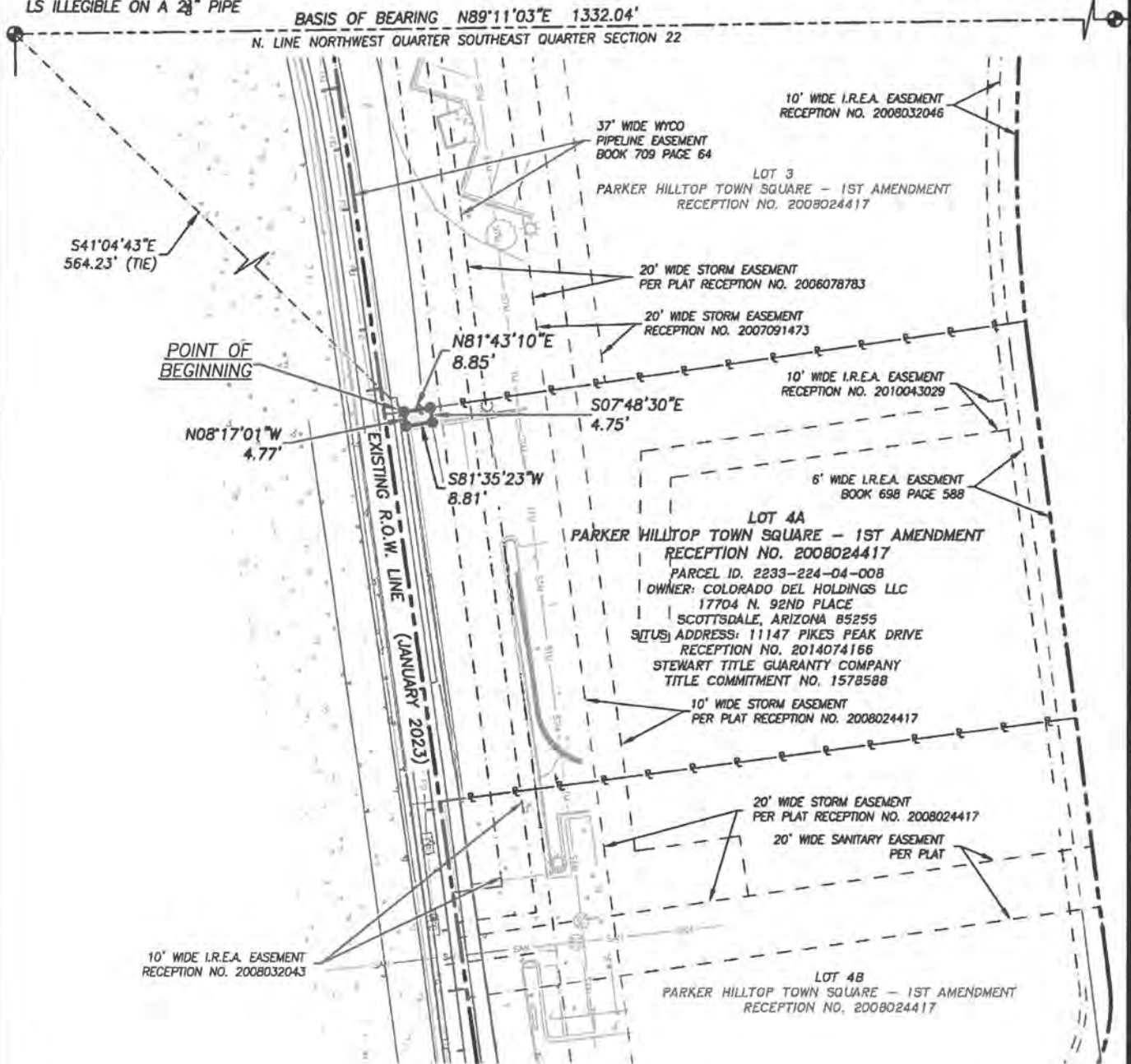
**TEMPORARY EASEMENT
PARCEL NO. TE-10**

**SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO**

ILLUSTRATION - EXHIBIT D

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 2 1/2" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR



OWNER

**COLORADO DEL
HOLDINGS LLC**

APN. 2233-224-04-008

CALC: AVV

DATE: 3/10/2023

DRWN: AVV

JOB No. 1701-053

SHEET 2 OF 2

**TEMPORARY EASEMENT
PARCEL NO. TE-10**

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #301
PARKER, CO 80134

EXHIBIT "E"

1. The PARTIES have come to an agreement on the use, acquisition and conveyance a Public Sidewalk Easement and a Temporary Construction Easement (collectively, the "Easements"), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Parker Road Sidewalk Improvements (the "Project");
2. GRANTEE through its right-of-way negotiators and GRANTOR have negotiated the terms of this Agreement through negotiations in good faith which have resulted in an agreement as to just compensation for the Easements, but such Agreement is subject to formal approval by the Town Council of the Town; and
3. GRANTEE desires to begin construction within the Easements in advance of the formal approval of this Agreement and thus before the closing date of this Agreement, and thus the PARTIES agree that GRANTOR shall be granted a temporary right of entry to the Easements ("Temporary Right of Entry") to expedite construction.
4. GRANTOR does hereby grant this Temporary Right of Entry for use during construction of the Project, together with all rights and privileges as are necessary or incidental to the reasonable and proper use in and to, over, under and across the Easements.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easements has occurred. To the extent permitted by law, and subject to No. 6 below, the PARTIES will adhere to all the terms negotiated in this Agreement.
6. In the event the Town Council does not approve the Purchase and Sale Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.



Request for Town Council Action

Date: June 17, 2024

Submitted By: Ashley Chasez, Planner I
Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-035**
A Resolution to Exempt Certain Real Property Commonly Known as the Parkglenn Filing No. 8 Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Applicant: Town of Parker
Location: Northeast corner of Parker Road and Parkglenn Drive
Department: Community Development, Ashley Chasez
Engineering and Public Works, Chris Hudson
TRAKiT No.: SUB24-017

EXECUTIVE SUMMARY

Resolution No. 24-035 is proposed as furtherance of the Town's plan for a traffic signal at the intersection of Parker Road and Parkglenn Way and a future multi-use sidewalk/trail along Parker Road. The Resolution is for an exemption plat that depicts Lot 1 of Parkglenn Filing No. 8 after the conveyance of two (2) sections of right-of-way (ROW) to support the anticipated projects. The site is located at the northeastern corner of Parker Road and Parkglenn Way.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved Resolution No. 24-034 on June 3, 2024, regarding an agreement with the property owner at the northeast corner of Parker Road (State Highway 83) and Parkglenn Way. The Town is planning to construct a traffic signal at the intersection of Parker Road (State Highway 83) and Parkglenn Way with staff commencing that design effort in 2022. As part of the design effort, a right-of-way (ROW) area of 299 square feet (SF) was identified at the northeastern corner of the intersection that is necessary to construct the traffic signal. The Town was able to make contact with the property owner (Cinsique, LLC) about the proposed traffic signal project in mid-2023. The property owner is supportive of the traffic signal project because it will improve access to their property plus the surrounding development and the property owner has agreed to dedicate the property to the Town at no cost.

As part of the coordination with the property owner, Town staff has also discussed the long-term plan to construct a missing section of multi-use sidewalk/trail along the east side of Parker Road to connect with the existing sidewalk/trail adjacent to the Parker Keystone development to the north that was constructed several years ago. In 2019, the Town completed a conceptual design for this missing section of the multi-use sidewalk/trail necessary to complete it between the Parker Road intersections of Lincoln Avenue and Parkglenn Way. Through the design effort, staff identified the need to acquire a 531 SF easement from the property owner at the northwest corner of their property. The property owner has agreed to dedicate the 531 SF area in fee as ROW at no cost to the Town through the negotiations. The property owner also requested that an exemption plat be processed to document the changes to their property.

Resolution No. 24-035 will implement a component of the prior approved/executed agreement with the Town by the proposed exemption plat to document the changes to the property at the northeast corner of Parker Road and Parkglenn Way. The exemption plat depicts the new Lot 1, Parkglenn Filing No. 8 after the property owner has conveyed the two (2) areas of ROW to the Town for the traffic signal project and the future multi-use sidewalk/trail project.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

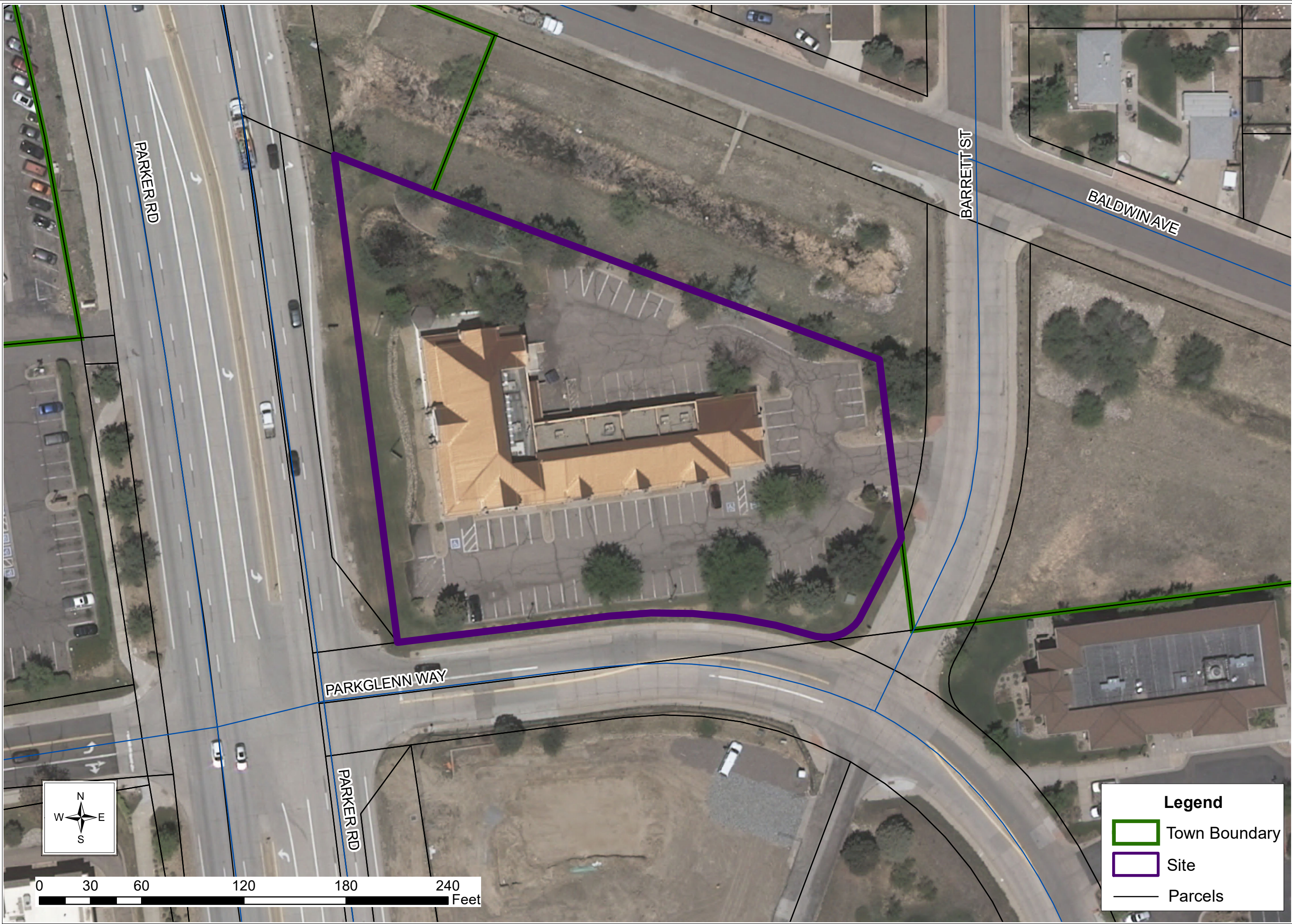
1. Parkglenn Exemption Plat Vicinity Map
2. Resoulution No. 24-035

RECOMMENDED MOTION

I move to approve Resolution No. 24-035, as part of the consent agenda.

Parkglenn Exemption Plat

Vicinity Map



RESOLUTION NO. 24-035, Series of 2024

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE PARKGLENN FILING NO. 8 PROPERTY FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

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

WHEREAS, the Town plans to construct a traffic signal at the intersection of Parker Road and Parkglenn Way, and a multi-use trail and sidewalk adjacent to Parker Road (the "Project");

WHEREAS, the right-of-way needed for the Project is located on Lot 1 Parkglenn Subdivision Filing No. 1 (the "Plat for the Property");

WHEREAS, the Plat for the Property needs to be amended to allow the property owner to dedicate to the Town the right-of-way needed for the Project; and

WHEREAS, the Town desires to amend the Plat for the Property to facilitate the dedication of the right-of-way, which is more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference, in order to construct the Project.

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

Section 1. The Town Council hereby exempts the Property as described in **Exhibit A** from the definition of the terms "subdivision" and "subdivided land" as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council will not approve any plats for the real property described in **Exhibit B**, which is attached hereto and incorporated by this reference, until the Property is platted.

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

RESOLVED AND PASSED this ____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF PARKER, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

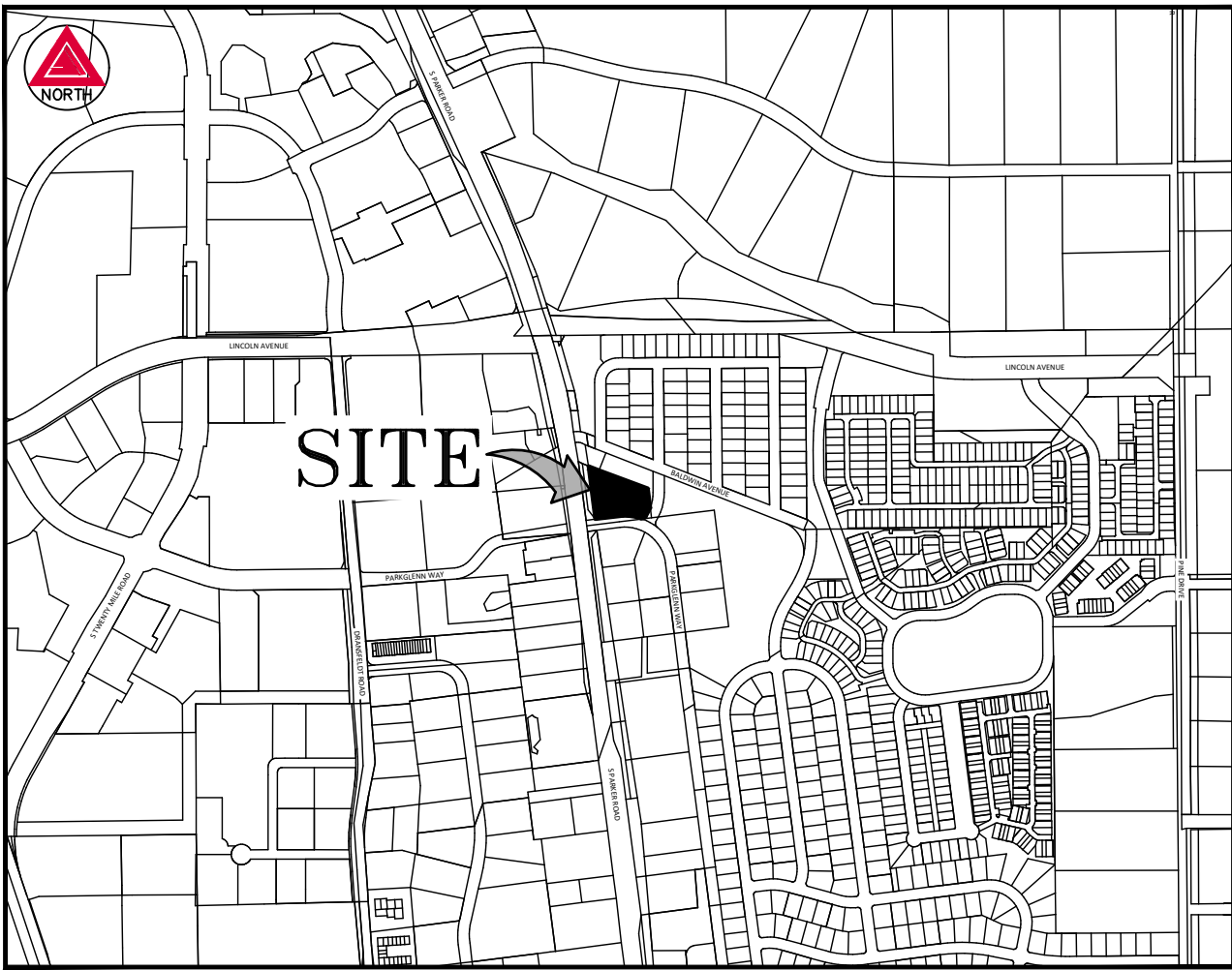
LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED SEPTEMBER 17, 1996 AT RECEPTION NO. 9650572, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE.

EXCEPT THEREFROM THE PARCELS OF LAND DESCRIBED IN THE QUITCLAIM DEEDS RECORDED _____, 2024, AT RECEPTION NO. 2024_____ AND _____, 2024, AT RECEPTION NO. 2024_____.

EXHIBIT B

PARKGLENN SUBDIVISION FILING NO. 8 EXEMPTION PLAT

A REPLAT OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
1.473 ACRES – 1 LOT



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF PARKER, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

LOT 1, PARKGLENN SUBDIVISION FILING NO. 8, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED SEPTEMBER 17, 1996 AT RECEPTION NO. 9650572, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE.

EXCEPT THEREFROM THE PARCELS OF LAND DESCRIBED IN THE QUITCLAIM DEEDS RECORDED _____
AT RECEPTION NO. _____ AND _____ AT RECEPTION NO. _____.

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 A LOT AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **PARKGLENN SUBDIVISION FILING NO. 8 EXEMPTION PLAT**.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBIVATE 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

CINSIQUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ AS _____
NAME TITLE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ AS _____ OF CINSIQUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

FIRSTIER BANK

BY: _____ AS _____
NAME TITLE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ AS _____ OF FIRSTIER BANK.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

GENERAL NOTES

- FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE REPORT NO. N0040543-010-T02-ES WITH AN EFFECTIVE DATE OF MARCH 1, 2024, WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- THE BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM, CENTRAL ZONE, (NAD 83, 2011) REFERENCED TO THE NORTHEASTERLY LINE OF PARKGLENN SUBDIVISION FILING NO. 8 EXEMPTION PLAT, BEING MONUMENTED AS SHOWN HEREON, AND BEARING SOUTH 68°58'33" EAST, A DISTANCE OF 317.02 FEET.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08035C0067G, WITH AN EFFECTIVE DATE MARCH 16, 2016, THIS PARCEL IS LOCATED WITHIN "ZONE X" AREA OF MINIMAL FLOOD HAZARD.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.

TITLE VERIFICATION

WE, FIDELITY NATIONAL 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 FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE REPORT NO. N0040543-010-T02-ES WITH AN EFFECTIVE DATE OF MARCH 1, 2024.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF _____) SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, AS _____, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, KARL D. SZYSZKOSKI, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKGLENN SUBDIVISION FILING NO. 8 EXEMPTION PLAT, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF MARCH, 2024, 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 EXEMPTION PLAT AND THE SURVEY THEREOF.

KARL D. SZYSZKOSKI, PLS NO. 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

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

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

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK



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

AzTec Proj. No.: 24924-06

Drawn By: RDS

PREPARED FOR

TOWN OF PARKER

20120 E. MAINSTREET
PARKER, CO 80138

DATE OF PREPARATION:

03/08/2024

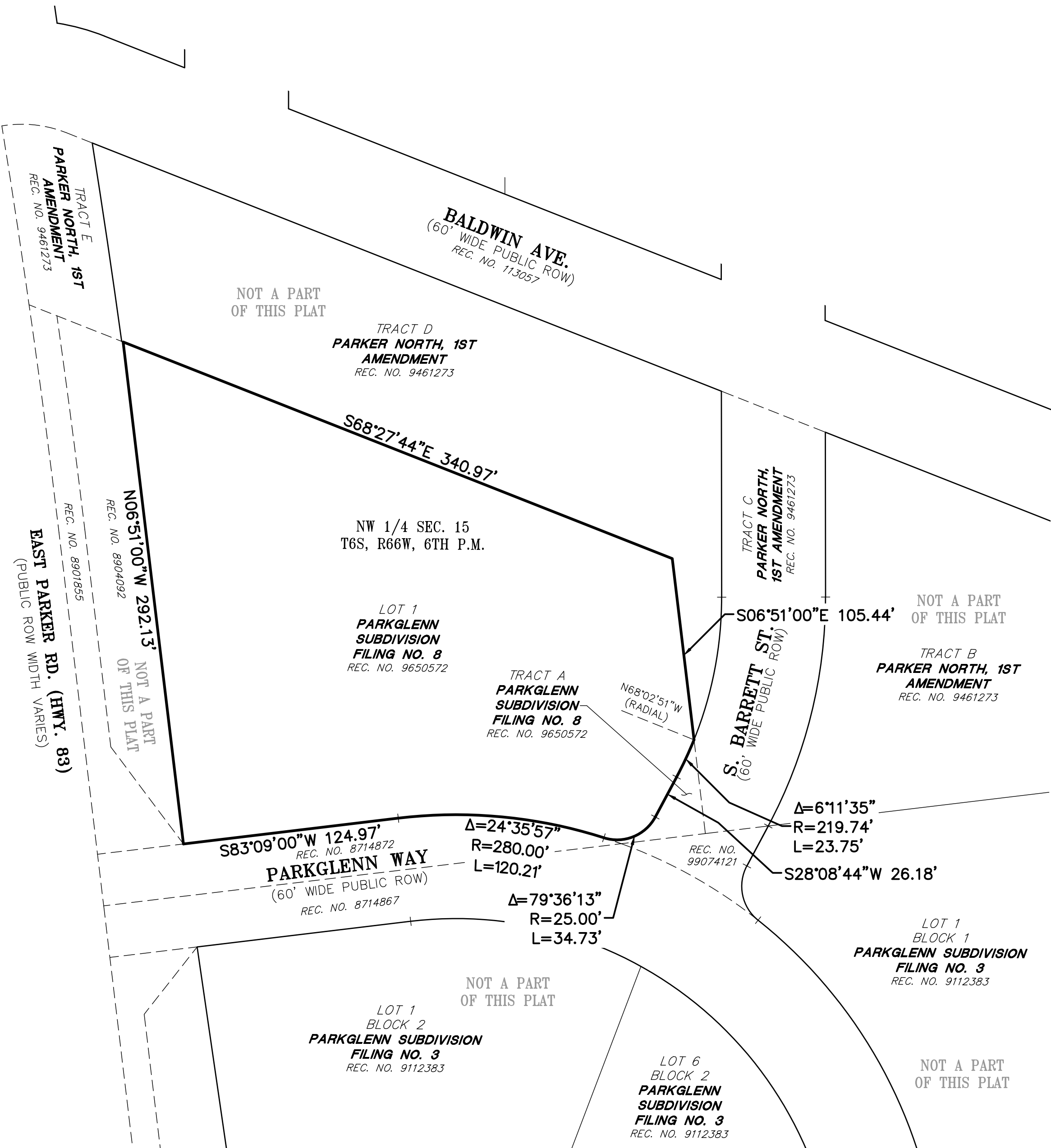
SCALE:

N/A

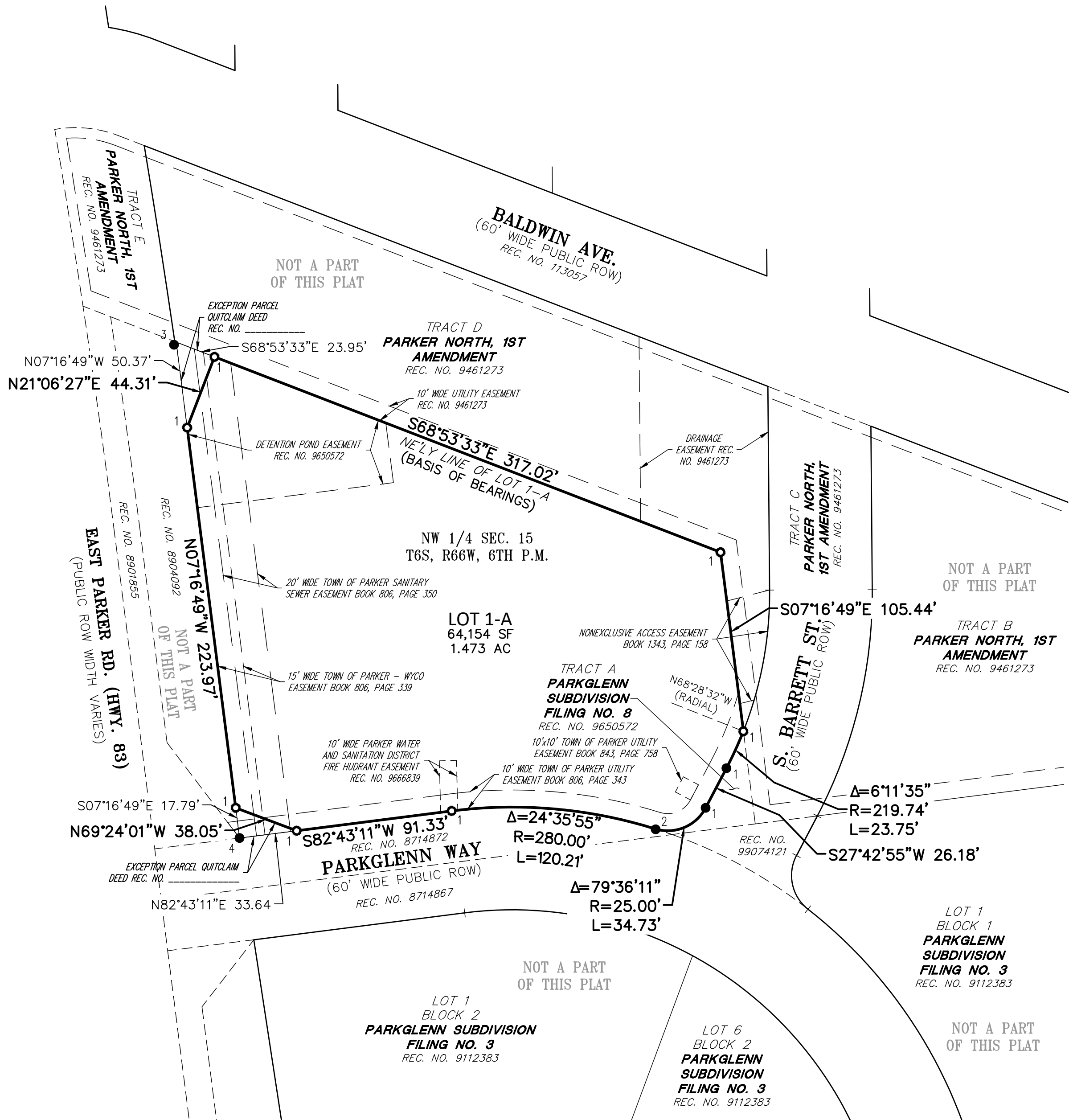
SHEET 1 OF 2

PARKGLENN SUBDIVISION FILING NO. 8 EXEMPTION PLAT

A REPLAT OF LOT 1, PARKGLENN SUBDIVISION FILING NO. 8
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
1.473 ACRES - 1 LOT



RECORD PLATTED BOUNDARY



RE-PLATTED BOUNDARY

MONUMENT SYMBOL LEGEND

1. SET NO. 5 X 18" REBAR WITH 1-1/4" GREEN PLASTIC CAP STAMPED "AZTEC PLS 38691"
2. FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19003"
3. FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19003" - S49°27'49"E, 0.50', NOT ACCEPTED, DOES NOT FIT THE HARMONY AND GEOMETRICS OF THE OTHER FOUND MONUMENTS SHOWN HEREON.
4. FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE - S39°03'04"W, 2.03', NOT ACCEPTED, DOES NOT FIT THE HARMONY AND GEOMETRICS OF THE OTHER FOUND MONUMENTS SHOWN HEREON.
5. FOUND NO. 4 REBAR



AzTec Proj. No.: 24924-06

Drawn By: RDS

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

DATE OF PREPARATION: 03/08/2024
SCALE: 1" = 50'
SHEET 2 OF 2

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



Request for Town Council Action

Date: June 17, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road Sidewalk - Parkglenn Way to Parker Keystone - Final Design Contract**

Amount: **\$155,540**

Contractor: **Merge Resource Group Ltd.**

Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Merge Resource Group, Ltd., for final design services of the Parker Road Sidewalk (Parkglenn Way to Parker Keystone) project. The project improvements will also include extending the existing northbound Parker Road right-turn/auxiliary lane south to Parkglenn Way.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

There are numerous gaps in the sidewalk/multi-use trail alongside Parker Road (State Highway 83). For over 20 years, completing this essential multi-modal infrastructure for pedestrians and cyclists has been a priority for the Town. While some existing gaps may be addressed through future or adjacent development, the Town will need to tackle the majority of remaining gaps. This project aims to fill one such gap, currently located on the east side of Parker Road from Parkglenn Way to the Parker Keystone commercial complex that is located at the southeast corner of Parker Road and Lincoln Avenue.

Additionally, the Town has recognized the necessity of enhancing traffic operations at the intersection of Parker Road and Parkglenn Way, in response to the sustained growth in traffic volumes. By extending the existing northbound right-turn/auxiliary lane south to Parkglenn Way, this project will address these concerns. These improvements are expected to marginally enhance traffic operations at the Lincoln Avenue intersection, as well.

In June 2023, a Request for Qualifications (RFQ) was issued for the Parker Road East-side Gaps Project, leading to the selection of Merge Resource Group, Ltd, as the most qualified consultant. Given the similar design aspects and challenges shared with the East-side Gaps project, Merge Resource Group, Ltd. was deemed the most suitable consultant to undertake the design for this project. A conceptual design for the proposed improvements was completed in 2019 and will serve as the foundation for further design work, which will be refined during the final design

phase. Final design services encompass surveying, subsurface utility engineering, conceptual design refinement, environmental compliance, and final design. The final design phase is anticipated to span nine (9) months, with construction tentatively scheduled for early 2025.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 17, 2024

Submitted By: Randy Sale, Assistant Director - Building
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **Third Amendment to Master Agreement for On-Call Professional Services (RFP-22-009)**

Amount: **\$260,000**

Contractor: **Jon P. Dickey LLC**

Department: **Community Development, Randy Sale**

EXECUTIVE SUMMARY

The Town has an agreement with vendor, Jon Dickey, LLC to complete all roofing inspections within the Town. There were several major hailstorms in 2023 and, as a result, we have experienced a significant increase in roofing permit applications that began last year and continue in 2024. The increase in roofing activity will result in the 2024 agreement amount of \$130,000 being expended by mid-year, perhaps as early as June 30. The Community Development Department is therefore requesting an amendment to the agreement with Jon Dickey, LLC to increase it to \$260,000 for 2024.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In late 2022, the Town entered into a five (5) year agreement with Jon Dickey, LLC to complete all roofing inspections within the community. The 2024 agreement amount is \$130,000 and was approved as part of the Community Development Department budget for 2024. This agreement amount is usually sufficient for a typical year. However, 2024 has been an atypical year because the hailstorms last year have generated a substantial increase in roofing permit applications with the resulting need for more roofing inspections. We expect the higher level of roofing activity to continue for the remainder of 2024.

It is difficult to predict the number of roofing permit applications that will be submitted and roofing inspections that will be required for the remainder of 2024. However, the Building Division of the Community Development Department has issued 1,250 roofing permits through early June, all of which require roofing inspections. The Building Division has expended almost the entirety of the \$130,000 budgeted for 2024 to cover roofing inspections because of the substantial increase in roofing permit applications that has occurred this year.

Staff estimates that an increase in the agreement with Jon Dickey, LLC from \$130,000 to

\$260,000 will be necessary to cover roofing activity for the remainder of the year and provide for the required roofing inspections to ensure code compliance and public safety. The proposed amendment to the agreement with Jon Dickey, LLC will not have a budget impact because the roofing permit fees paid by applicants cover the expense of the required roofing inspection.

FINANCIAL IMPACT

None, the roofing permit fees paid by applicants cover the expense of required roofing inspections.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 17, 2024
Submitted By: Matt Lynch, Sr. Systems Administrator
Reviewed By: Michelle Kivela, Town Manager
Title: **ePlus - Customer Master Agreement**
Amount: **\$100,000+**
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)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 17, 2024
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **North Parker Road Operational Improvements Night Work**
Amount: **\$140,000**
Contractor: **Goodland Construction, Inc.**
Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to approve a contract with Goodland Construction, Inc., for the Parker Road (North) Operational Improvements project (CIP22-006) for the amount of \$140,000.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town competitively bid and awarded the Parker Road (North) Operational Improvements project to Goodland Construction, Inc., in October 2023. The project will improve vehicular mobility along the Parker Road corridor between Lincoln Avenue and E-470, which currently experiences heavy congestion during rush hours, and the project also includes needed pedestrian improvements. The project construction is underway, and due to necessary daytime construction lane closures to complete the work, there have been considerable daily traffic backups. As part of the project, the Parker Road southbound acceleration lane from Lincoln Avenue is being extended south to Parkglenn Way, and there is concern this work will exacerbate traffic backups even further due to the increased traffic at this location. Therefore, after much consideration, staff decided it would be best to accelerate the concrete pavement work by utilizing night work operations, which has a longer overnight work window due to reduced traffic, plus reduces the daytime lane closures impacts. To accomplish this, night concrete batch plant surcharges, overtime shift work, supervision and night lighting are required and not included in the original contract. These costs are being provided for in a separate contract specific to the overnight work. The costs associated with this agreement are Parker's costs as the state funding participation has already been maximized.

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and 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.



Request for Town Council Action

Date: June 17, 2024

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Third Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project**

Amount: \$99,950

Contractor: JHL Constructors

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a third amendment to the construction contract (CIP22-051-CI) with JHL Constructors (JHL) for the Town Hall Expansion project for select enabling work that must be completed before starting construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On January 3, 2023, Town Council awarded a contract for construction management/general contractor services (CIP22-051-CI) and amendment 01 for preconstruction services with JHL for the Town Hall expansion project.

On February 5, 2024, Town Council awarded amendment 02 to JHL for select electrical design assistance services and to place an early order for a new building generator due to long lead times.

As of May 2024, the construction documents are complete and JHL is on track to start construction in August. Next step JHL must complete select enabling work before starting construction. This enabling work generally includes:

- Installing new gas line routing inside the existing building and connecting to new exterior gas meter
- Assisting Town staff with onsite coordination of Xcel for new gas meter and CORE Electric for new routing of electrical feed to transformer and corresponding subcontractor work
- Demolishing old casework and countertops at public counter and building 4 temporary cubicles including power and data at each cube
- Installing backing/blocking, moving of miscellaneous materials and furniture, wall

patching, and mounting of large screen monitors

Approval of this amendment is critical to starting construction in August 2024.

FINANCIAL IMPACT

Funding has been appropriated for this first amendment in the 2024 Town Hall Expansion fund (303-4194).

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: June 17, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **PARKER TOWN HALL EXEMPTION PLAT AMENDMENT 3 LOT 1 - SITE PLAN**

Applicant: Bob Exstrom, Town of Parker

Location: Southwest corner of Mainstreet and Pine Drive

Department: Community Development, Stacey Nerger

TRAKiT No.: SP23-097

EXECUTIVE SUMMARY

The applicant, the Town of Parker, is proposing a site plan amendment to renovate and improve Town Hall with a 32,043 square foot addition to the existing building. The proposed building addition will be used for office space to support Town services with improvements for operations, safety and technology. The subject property is located on Mainstreet within the Greater Downtown District - Historic Center zone district. Professional offices are a permitted use in the zone district.

Site plan applications are typically reviewed and processed administratively. However, site plan applications for public facilities owned by the Town are required to be scheduled for public hearing pursuant to Section 13.06.040 of the Municipal Code. This Section requires that "...The Town Council shall, at a public hearing, carefully consider the application for a site plan for public facilities owned by the Town, along with the attributes of the application as submitted by the applicant, the Planning Department report, the recommendation of the Planning Commission and public opinion expressed during the meeting."

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The site plan amendment application is for a 3.87 acre property that contains the existing Town Hall and is part of the Town's civic center campus that anchors the east end of downtown at 20120 East Mainstreet. The proposed 32,043 square foot building addition will be located on the east side of Town Hall fronting East Mainstreet. It will extend into an area that is currently used for landscaping, sidewalks and parking.

The proposed project is subject to the Greater Downtown District - Historic Center zoning regulations, Land Development Ordinance and the Town's development standards, including those for architecture and urban design. The proposed design of the building addition, parking, landscaping, pedestrian access and other improvements have been analyzed using these standards. As referenced above, office use is permitted by the zoning for the site.

Landscaping and Parking

The proposed site plan amendment will exceed the requirements for the percentage of the site and parking lot to be landscaped, although the building addition requires the elimination of existing landscaping in the side yard and within the parking lot. As part of the proposed landscape plan, the Town will provide additional shrubs and trees to bring the site into compliance with the standards for property perimeter landscaping. The parking lot will continue to meet the required landscaping standards too. The proposed site plan amendment indicates a requirement for a total of 115 parking spaces and 121 parking spaces are planned.

Building Architecture

The proposed building addition will complement the Town Hall by incorporating bulk/mass, colors, materials and windows that are similar to the existing building. These materials include red and blonde brick, stone and metal. The proposed building addition will be two (2) stories in height to match the height of the existing Town Hall.

The original building was completed in 2002 and the approach to architectural composition and materials have changed over time. Instead of replicating the existing architecture and color pattern, the project architects are using a complementary design vocabulary that blends colors, design elements and materials to harmonize the existing and new building sections. The proposed building addition will also include similar building forms and have a compatible bulk/mass as the existing Town Hall. It incorporates multiple recessed and/or projecting elements which are intended to provide visual interest and promote compatibility between the existing and new sections by breaking the exterior into smaller elements. The proposed architectural design also provides for a roof-line that varies at certain intervals to meet required design standards and further promote visual interest.

Access and Mobility

The vehicular access to the subject property will remain substantially unchanged as part of the site plan amendment application. Drivers will continue to access the property from Pikes Peak Avenue which currently has three (3) driveways into Town Hall. The proposed site plan amendment will leave the eastern and western driveways unchanged but the central driveway will be relocated. The existing roundabout at the central driveway will be eliminated.

The proposed site plan amendment will continue to provide pedestrian and bicycle access from Pikes Peak Avenue to the south/southwest. The existing western pedestrian access point to Town Hall along Pikes Peak Avenue will be reconstructed to ensure compliance with ADA requirements. In addition, a new sidewalk is proposed to connect the building addition to East Mainstreet for emergency egress and building/fire code compliance. Finally, the Town proposes a future pedestrian path to connect Town Hall to the existing sidewalk along Mainstreet to the north. This pedestrian connection is important because it will serve the increased number of

people walking along Mainstreet arising from the My Mainstreet development as it progresses over the next few years.

Conclusion

The Town's Land Development Ordinance requires that all non-residential development must obtain site plan or site plan amendment approval to ensure that zoning regulations, development standards and architectural/urban design standards are met. The proposed site plan amendment, if approved by Town Council, will ensure that this requirement is satisfied. Staff from the Community Development and Engineering/Public Works Departments have reviewed the proposal for compliance with use, bulk/mass, architecture/urban design, landscaping/lighting, parking, drainage and infrastructure standards. After careful review and analysis, staff has determined that the proposed site plan amendment application has satisfied all requirements for approval pursuant to Section 13.06.040 of the Municipal Code.

The Planning Commission completed its public hearing for the proposed site plan amendment application on May 23, 2024, and voted unanimously to recommend that the Town Council approve the application.

FINANCIAL IMPACT

None, the Town has budgeted for the proposed project.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Parker Town Hall Exemption Amd3 L1 Site Plan

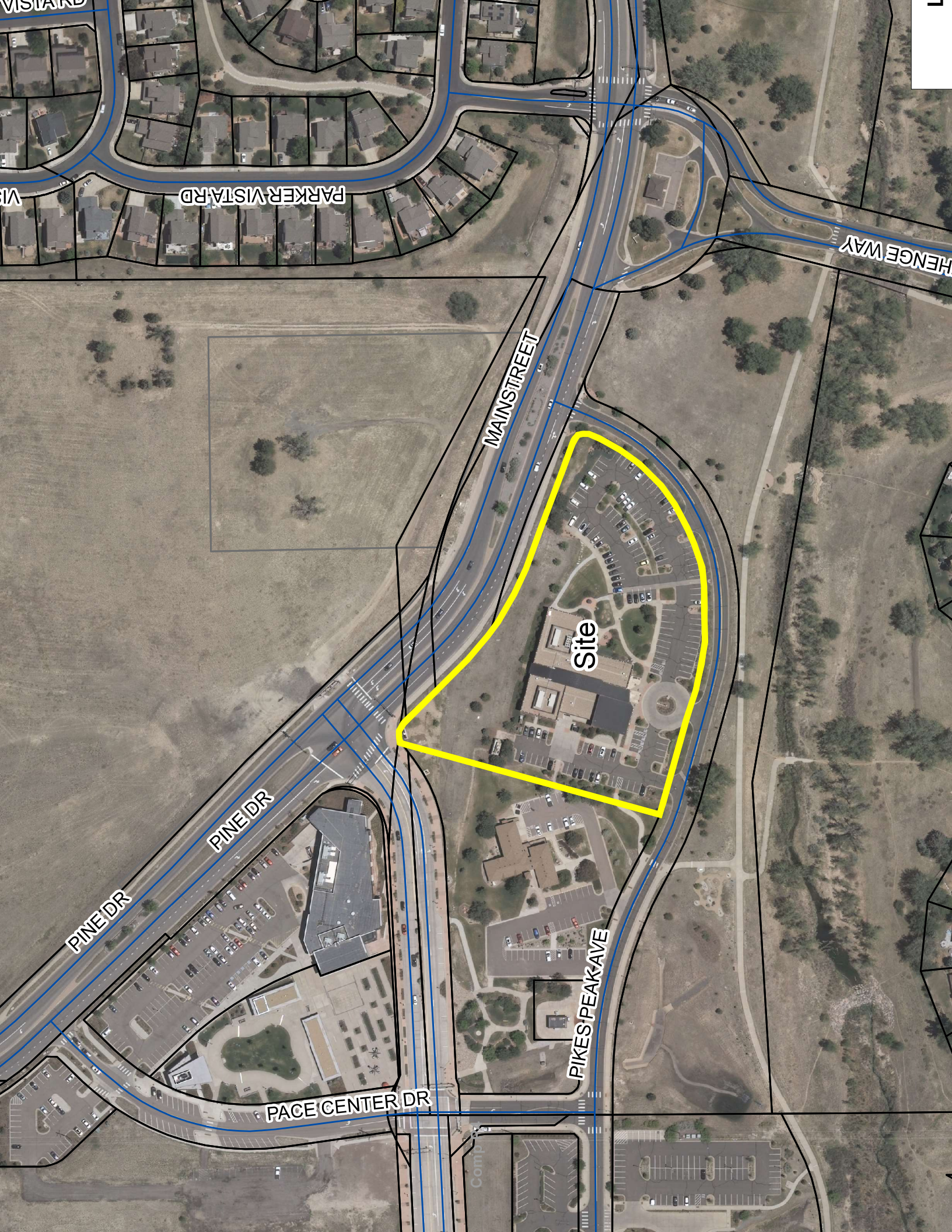
RECOMMENDED MOTION

I move to approve, based on staff findings, with the following conditions contained in the staff report:

1. Approved Site Plan: The Site Plan Amendment exhibit, building elevations exhibit and landscape plan exhibit stamped 'Final Document' on June 17, 2024 and uploaded to eTRAKiT on June 18, 2024, shall be the approved plans.
2. Approved Construction Plan Documents: The construction plan documents signed by the Building Division, Engineering/Public Works Department and Parker Water and Sanitation District shall be the approved construction plans.
3. Removal of Public Notice Signs: All public notice signs posted on the property must be removed with ten (10) business days from the date of this letter.
4. Approval Expiration: This approval has been based upon the review of information submitted as part of the application for site plan amendment approval and shall remain in

effect for 15 MONTHS from the date of approval. If a Grading Permit or Building Permit is not obtained within 15 months, this approval becomes null and void. The Community Development Director, upon written request, may grant a 180-day extension.

5. Prairie Dog Certification Required: A Certification of Compliance with Municipal Code Section 13.10.250, Prairie Dog Management, is required prior to issuance of a Grading Permit and the start of work on any site where prairie dogs are present.
6. Permits Required: It is the applicant's responsibility to obtain all required permits prior to starting work on the site, including Grading Permits, Building Permits and Electrical Permits.
7. Above Ground On-Site Utilities: The utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and shall only be located in a rear yard or side yard. Any above ground UTILITY EQUIPMENT SHALL BE SCREENED with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building, they shall be located away from the public realm to the greatest extent possible and be painted to match the building. The location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
8. Screening of Mechanical Equipment and Utility Boxes Required: All MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical systems, HVAC, vents or appurtenances that are not shown on the approved plans may require additional conditions for screening in accordance with code and as determined by the Town.
9. Final Grading Certificate Required: The Town requires the submittal of a Final Grading Certificate as a prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy.
10. The applicant shall submit an as-built drawing of the individual lot which indicates the installed improvements, finished floor elevation(s) and the finished grade site elevation points sufficient to show positive drainage away from the building(s).
11. The applicant shall provide a certification statement by a licensed professional engineer and surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
12. Signage Not Included: The approval of this site plan amendment DOES NOT INCLUDE SIGNAGE. All signage for this site and building will be required to meet the Town Sign Code Chapter 13.09 and will require a separate sign permit application.



VISTARD

VI

PARKER VISTARD

HENGGE WAY

MAIN STREET

Site

PINE DR

PINE DR

PACE CENTER DR

PIKES PEAK AVE



Planning Commission Staff Report

Planning Commission Date: 5/23/2024

Town Council Date: 6/17/2024

Hearing Type: Public Hearing
Parker Town Hall Exemption Amendment 3 Lot 1 –
Site Plan
TRAKiT No: SP23-097

Location: Located at the southwest corner of Mainstreet and
Pikes Peak Avenue

Project Planner: Stacey Nerger, Planner

Applicant: Town of Parker - Bob Exstrom, Public Works
Department

Executive Summary: The applicant, the Town of Parker, is proposing a
32,043 square foot addition to the existing Town Hall
building. The site is located at the southwest corner of
Mainstreet and Pikes Peak Avenue.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Parker Town Hall Exemption Plat Amendment 3 Lot 1 Site Plan, subject to the following conditions:”

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped ‘Final Document’ on June 17, 2024 and** uploaded to TRAKiT on **June 18, 2024**, shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. **Removal of Public Notice Signs** - All Public Notice signs posted on the property must be removed with ten (10) business days from the date of this letter.
4. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL**

LETTER. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.

5. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.10.250 Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
6. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
7. **Screening of Mechanical Equipment and Utility Boxes Required** - All **MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED** with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical, vents or appurtenances, which are not shown on the approved plans may require additional conditions for screening as determined by the Town.
 - Above ground on-site utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and can only be located in a rear-yard or side-yard. Any above ground **UTILITY EQUIPMENT SHALL BE SCREENED** with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building they shall be located away from the public realm to the greatest extent possible and be painted to match the building. Location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
8. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*.
 - An as-built drawing of the individual lot which indicates the finished floor elevation(s), and finished grade site elevation points sufficient to show positive drainage away from all buildings.
 - A certification statement by a licensed professional engineer **and** surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
10. **Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Parker Town Hall Exemption Plat Amendment 3 Lot 1 Site Plan."

"I move the Planning Commission recommend Town Council deny the Parker Town Hall Exemption Plat Amendment 3 Lot 1 Site Plan as the request does not meet the following approval criteria:"

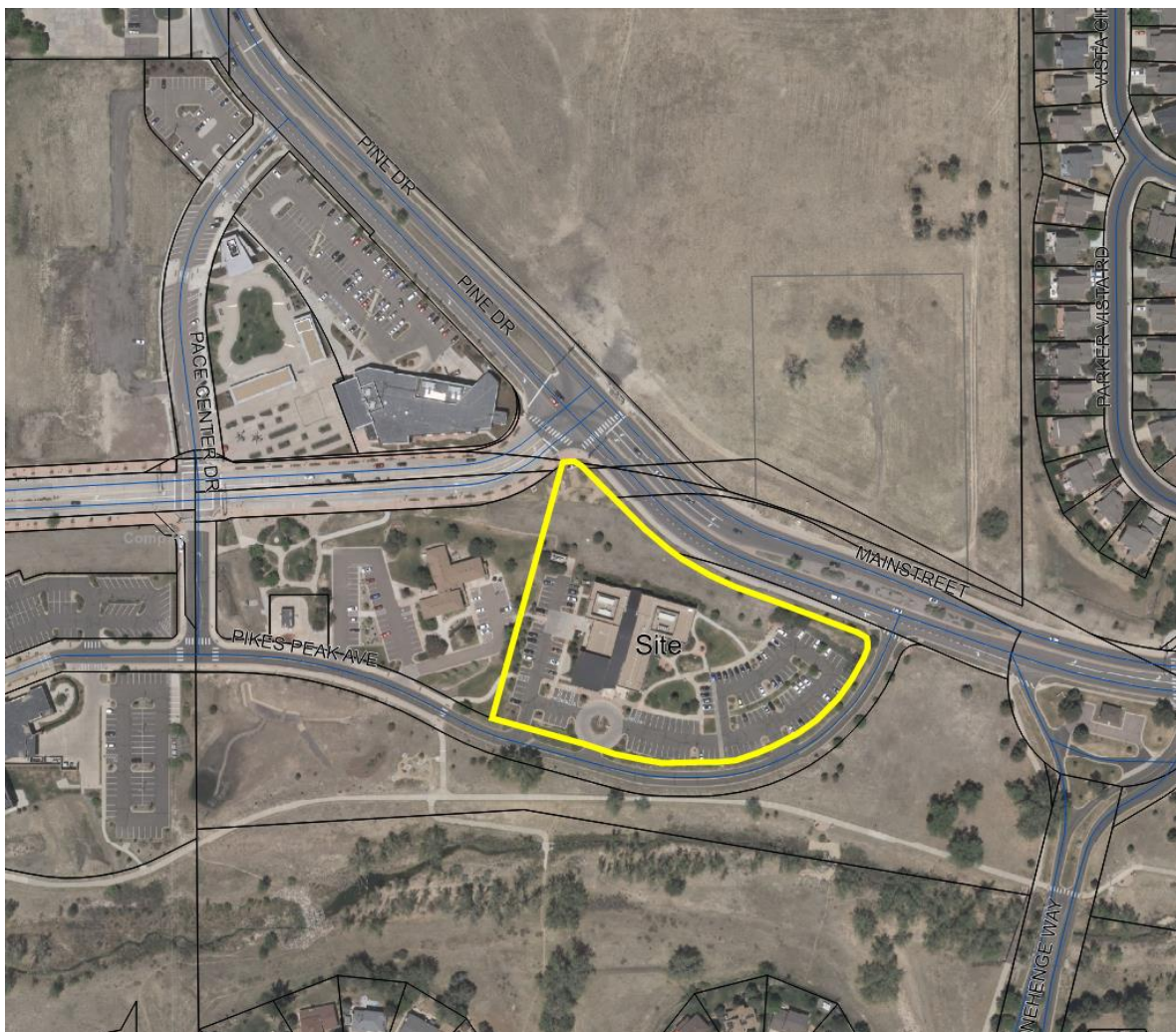
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Parker Town Hall Exemption Plat Amendment 3 Lot 1 Site Plan to a future date."

I. BACKGROUND/DISCUSSION

The applicant is proposing a Site Plan Amendment to add an additional 32,043 square feet of office area to the existing Town Hall building. The subject property is located within the Greater Downtown District - Historic Center. Professional office is a use permitted by right. The existing office use will remain unchanged since 1988 when the Town Hall facilities (Old Town Hall) were originally located on the property.

The site is 4.83 acres and is currently used as the Parker Town Hall. Site plan applications are typically reviewed and processed administratively. However, pursuant to Section 13.06.040 of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearing. Therefore, the expansion of Town Hall requires a public hearing before both the Planning Commission and Town Council.



II. PRIOR ACTIONS

Date	Action
1981	The property was Annexed as part of the original incorporation of the Town of Parker and zoned as Parker Central Area.
1982	The Parker Central Area Planned Development was amended.
1988	A Site Plan for the original Town Hall building (aka Old Town Hall) was approved to locate on the property.
February 2, 2001	The property was Rezoned from Parker Central Area Planned Development to the B-Business District.
April 16, 2001	Town Council approved the Paker Town Hall Final Plat. This plat replatted Rowley Downs Tract A into two lots. One lot for Old Town Hall and a new lot for the proposed new (current) Town Hall.
April 16, 2001	A Site Plan for the Town Hall building was approved by Town Council.
February 19, 2002	The Greater Downtown Overlay Zone District was created and applied to the property.
October 7, 2002	The property was rezoned to the Greater Downtown District - Historic Center zoning.
June 18, 2012	Town Council approved the Town Hall Exemption Plat Amendment No. 1.
December 3, 2012	Town Council approved the Town Hall Exemption Plat Amendment No. 2.
February 2, 2015	Town Council approved the Town Hall Exemption Plat Amendment No. 3.

III. CURRENT SITE DATA

Existing Zoning	GD - Greater Downtown District – Historic Center		
Overlay District	N/A		
PD & Plan Area	Greater Downtown District – Historic Center		
Master Plan Area	Mainsteet Master Plan Character Area		
Site Acreage	4.834 acres		
Subdivision	Parker Town Hall Exemption Plat Amendment 3		
Existing Use	Office		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mainstreet Master Plan Character Area	GD - Greater Downtown District – Historic Center	Vacant Pine Curve property and Douglas County Library
South	Medium Density Residential	ER - Estate Residential District	Sulphur Gulch and existing residential - Rowley Downs
East	Medium Density Residential	PD - Planned Development	Vacant Rowley Downs Tract A – Future Town Hall campus expansion.

West	Mainstreet Master Plan Character Area	GD - Greater Downtown District – Historic Center	Old Town Hall and PACE Center
------	--	---	----------------------------------

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Mainstreet Master Plan Area envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Building upon this vision, new development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian-oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass. The Mainstreet Master Plan also includes specific guidance on the following: • Ground-floor active uses will be promoted to support a walkable pedestrian environment with interactive storefronts for Mainstreet. Active ground-floor uses will include retail, restaurants, boutiques, coffee shops, art galleries, personal services and other similar uses. • Daytime Activity - Actively pursue employers to the Downtown area will create a higher intensity of office jobs and higher education uses that support a daytime economy. • Streetscape - Create character, shade, and visual interest for the built environment in Downtown will emphasize the installation of a continuous line of street trees, public art, street furnishings, and hardscape along both sides of Mainstreet. • Building Heights - New development within the Mainstreet Master Plan Area must be a minimum of two stories, • Architecture - Emphasis will be placed on using high quality building materials in the design of authentic and diverse architecture.

	The Denver Regional Council of Governments (DRCOG) classifies this character area as an Urban Center through their Metro Vision 2035 Plan.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.C Land Use 1.E Land Use 1.H Community Appearance and Design 1.D Jobs and Economic Vitality 4 Public Services and Facilities 1
Staff Analysis	The project proposes to expand the existing Town Hall Facility adding additional office space to the eastern part of the Mainstreet Master Plan Area. Although, the Mainstreet Master Plan encourages active ground floor uses while locating office uses on upper stories, the location of the expansion is on the far east side of Mainstreet where Mainstreet is an arterial road and does not have on street parking, The expansion of Town Hall will increase daytime activity in downtown allowing for a higher intensity of office jobs and higher education uses that support a daytime economy. The proposed design will enhance the streetscape along this section of Mainstreet creating more character, shade, and visual interest and bringing the building closer to Mainstreet creating the corner end cap of the Mainstreet Master Plan area. The office expansion will meet the recommended minimum of two stories in height. The architecture for the Town hall expansion will use high quality building materials with authentic architecture. The proposed Site Plan Amendment will not only expand the office space, but will also allow for the central location of essential Town functions for the Towns residents and businesses.

OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Mainstreet Master Plan
Policies/Guidelines/Strategies	Meets the vision and goals for Plan Area and Old Town

Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As stated within the Mainstreet Master Plan “Mainstreet is the heart and soul of the Parker Community, reflecting its character, culture and heritage.” Mainstreet is identified as the economic, cultural and social center of the Parker Community. The subject property is located within the Old Town area of the Master Plan. The vision for Old Town is to continue shaping the vital downtown enriching the community, residents and visitors alike. The proposed addition to the Town Hall facility will locate essential functions of the Town Government into one location, providing better service to the community as a whole.

V. LAND DEVELOPMENT ORDINANCE

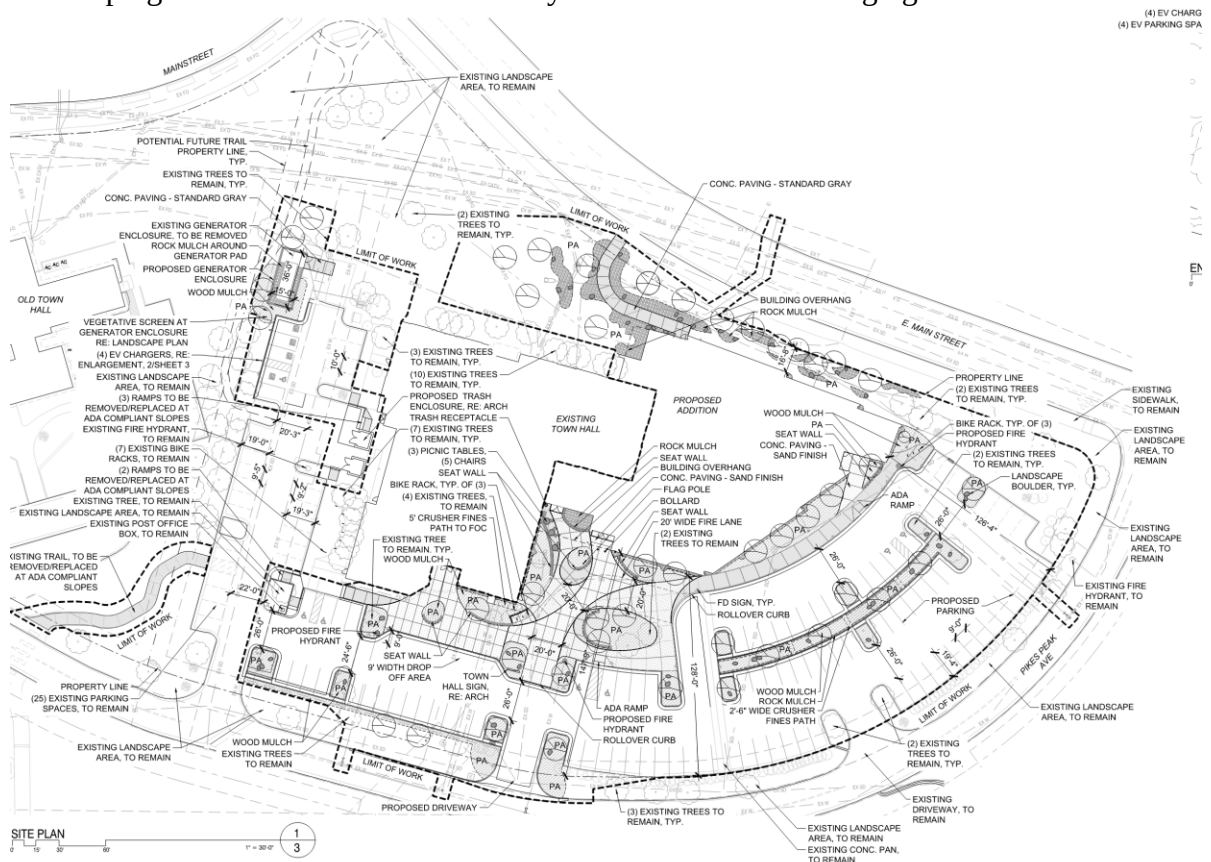
ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 0’ Side – None Rear – None Corner – 0’	Mainstreet – 16’8” Pikes Peak – 126’9”	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	60’	34’	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	4.834 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Greater Downtown Historic Center 10% of the site is required to be landscaped	72,882 square feet or 42% of the overall site	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050 115 spaces	123 spaces	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	10 bicycle spaces are required	Bicycle parking has been included. There are a total of 14 bicycle spaces that are	☒ Consistent ☐ Inconsistent ☐ N/A

		existing and will remain on site with an additional 12 spaces proposed.	
Staff Analysis	This site plan meets or exceeds the zoning and Land Development Ordinance requirements.		

VI. DESIGN REVIEW

The application proposes adding approximately 32,000 square feet of office area to the east side of the existing Town Hall building. The addition will be located within an existing landscape and parking area, and bring the building closer to Mainstreet on the north.

The application is subject to the Greater Downtown Historic Center Guidelines as well as the Town of Parker's Development Design Standards. The layout of the building, parking landscaping and architecture were all analyzed based on these design guidelines.



Although the addition will be located within existing landscape and parking areas, the proposal still exceeds the requirements for required landscaping and parking. As part of the landscaping proposed for the property, additional shrubs and trees are proposed to bring the property into compliance with the current standards for property perimeter landscaping. Parking will continue to exceed the minimum requirements as well. Pursuant to the Parking Requirements within the Land Development Ordinance, the site is required to have a total of 115 parking spaces, with 121 parking spaces proposed.

The proposed addition will consist of similar colors and materials as the existing building. These materials include red and blonde brick as well as metal. The original building was constructed in 2001. Architecture schemes and materials have changed and evolved over time. Instead of trying to match the existing architecture and color schemes the architects tried to integrate colors and materials to blend the two sections of the building creating a new character. The addition will include similar building form and massing. The addition is made up of multiple recessed and/or projecting elements which are intended to break the building bulk into smaller elements. The building is also designed to break the roof line at certain intervals in order to create visual interest.



After review and analysis, Staff has determined that all elements of the Greater Downtown Historic Center and Development Design Standards have been satisfied for the proposed development.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular Access

Vehicular access to the property will remain substantially unchanged as part of this application. Access to the property will be provided along Pikes Peak Avenue. Currently, there are three (3) access points off Pikes Peak Avenue. The far east and west access points will remain unchanged. However, the center access point where the current round about is located will be moved. This access point will be relocated to the east and the existing round

about will be removed. Pikes Peak Avenue was constructed and is sufficient to provide adequate access to the site. The Town has determined that the three access points existing and proposed for the development are sufficient to provide vehicular access to the site.

Pedestrian & Bicycle Access

Pedestrian and bicycle access will continue to be provided along Pikes Peak Avenue to the west. The existing west access to Town Hall along Pikes Peak Avenue will be reconstructed to ensure compliance with ADA requirements. In addition, a pedestrian sidewalk is proposed to connect the addition to Mainstreet to the north. This pedestrian connection is not a public access as it leads to an access controlled entrance. However, a future pedestrian path is proposed to connect the property to the existing sidewalk along Mainstreet to the north, which will provide public access to the building.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Parker Building	Approved
Fire Life Safety	Advisory Comments – applicant has addressed comments in the provided redlines.
Parker Police	No Comment
Parker Water & Sanitation District	Advisory Comments – Payment of the upsize meter will be required prior to building permits.
Cherry Creek Basin Water Quality Authority	Advisory Comments – The Authority acknowledges that the plans will be reviewed for compliance with the applicable regulations by the Town of Parker.
Parker Economic Development	No Comment
Xcel	Advisory Comments - PSCO acknowledges that the natural gas service pipeline will be relocated out of the footprint of the planned building addition.
CORE	Approved
CenturyLink	No Comment
Comcast	No Comment
Parker Authority for Reinvestment	No Comment
Rowley Downs	No Comment
Parker Vista HOA	No Comment

IX. CONCLUSION

The property has been zoned and used as the Town Hall facilities since 1988. The proposal to construct an additional 32,000 square feet of office space on site is a permitted use on the property. Per the Town of Parker Land Development Ordinance, any non-residential development must receive Site Plan or Site Plan Amendment approval to ensure that certain Town criteria are met. This Site Plan Amendment approval is required prior to

construction. Review criteria include satisfaction of setbacks, heights, parking, landscaping, density, layout, architecture and all Public Work/Engineering requirements. After careful review and analysis, staff has determined that the proposed application has satisfied all requirements for a Site Plan Amendment within the Town of Parker. Staff recommends that the Planning Commission approve the proposed Site Plan Amendment.

X. RECOMMENDED CONDITIONS

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped 'Final Document' on (Insert Date) and** uploaded to TRAKiT on **(Insert Date)**, shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. **Removal of Public Notice Signs** - All Public Notice signs posted on the property must be removed with ten (10) business days from the date of this letter.
4. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL LETTER**. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.
5. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.10.250 Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
6. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
7. **Screening of Mechanical Equipment and Utility Boxes Required** - All **MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED** with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical, vents or appurtenances, which are not shown on the approved plans may require additional conditions for screening as determined by the Town.
 - Above ground on-site utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and can only be located in a rear-yard or side-yard. Any above ground **UTILITY EQUIPMENT SHALL BE SCREENED** with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building they shall be located away from the public realm to the

greatest extent possible and be painted to match the building. Location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.

8. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*;
 - An as-built drawing of the individual lot which indicates the finished floor elevation(s), and finished grade site elevation points sufficient to show positive drainage away from all buildings.
 - A certification statement by a licensed professional engineer **and** surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
9. **Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

XI. ATTACHMENTS

Site Plan

Report Approved By: Bryce Matthews, Assistant Director-Planning

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

AndersonMasonDale Architects

Parker Town Hall Expansion

Parker, CO 22-093

Town of Parker

20120 Mainstreet Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C. 3198 Speer Boulevard Denver, CO 80211 Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc. 4592 S. Ulster Street #750 Denver, CO 80237 Telephone: 303-741-3737

Landscape Architect

Wenk Associates 1130 S 16th Street #101 Denver, CO 80202 Telephone: 303-628-0003

Structural Engineer

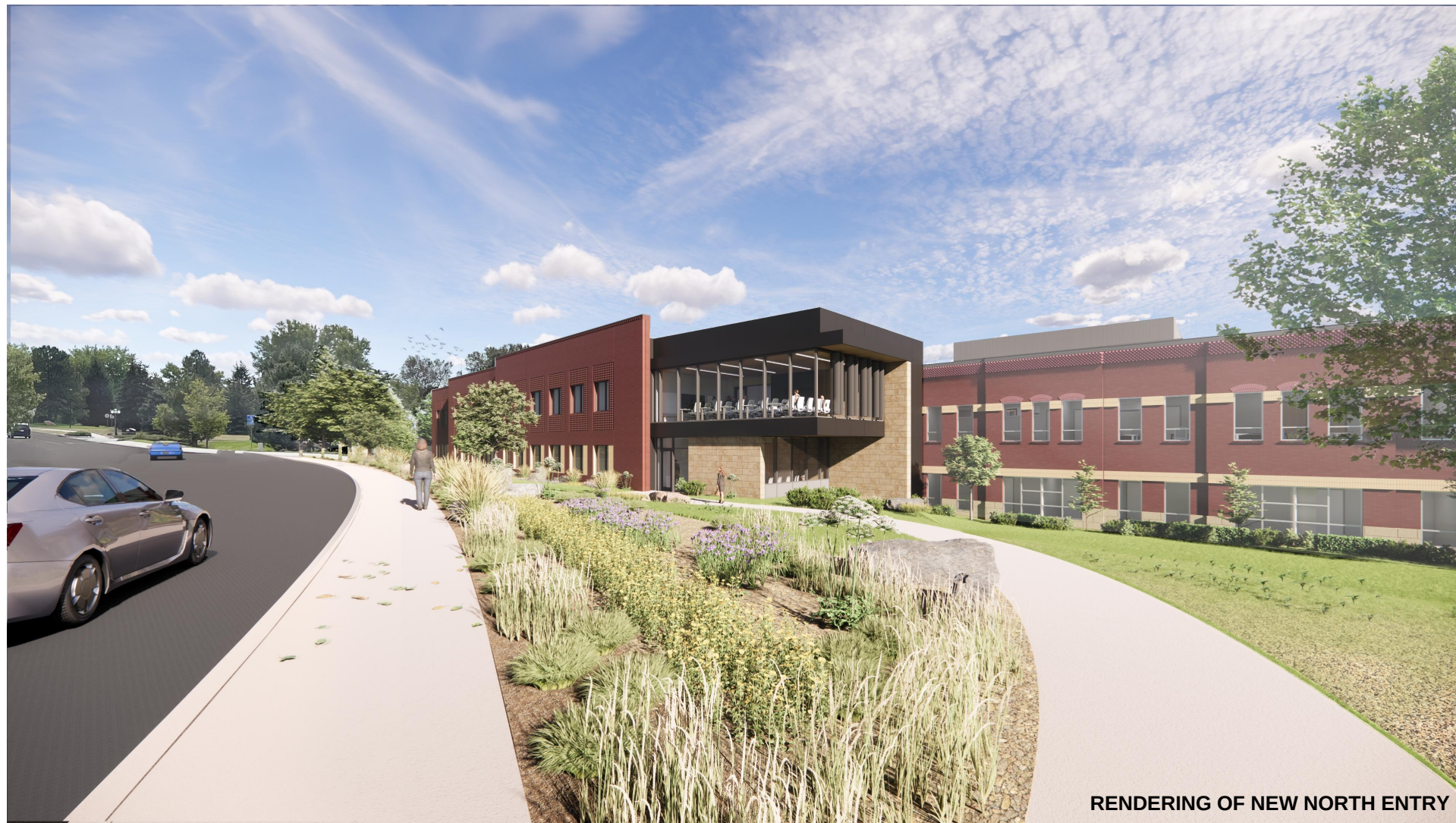
KL&A, Inc. 1717 Washington Ave. Golden, CO 80401 Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc. 2525 S. Wadsworth Blvd. #200 Lakewood, CO 80227 Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design 1900 Wazee Street #205 Denver, CO 80202 Telephone: 303-296-3034



RENDERING OF NEW NORTH ENTRY



RENDERING OF NORTH FACADE



RENDERING OF NEW EAST ENTRY

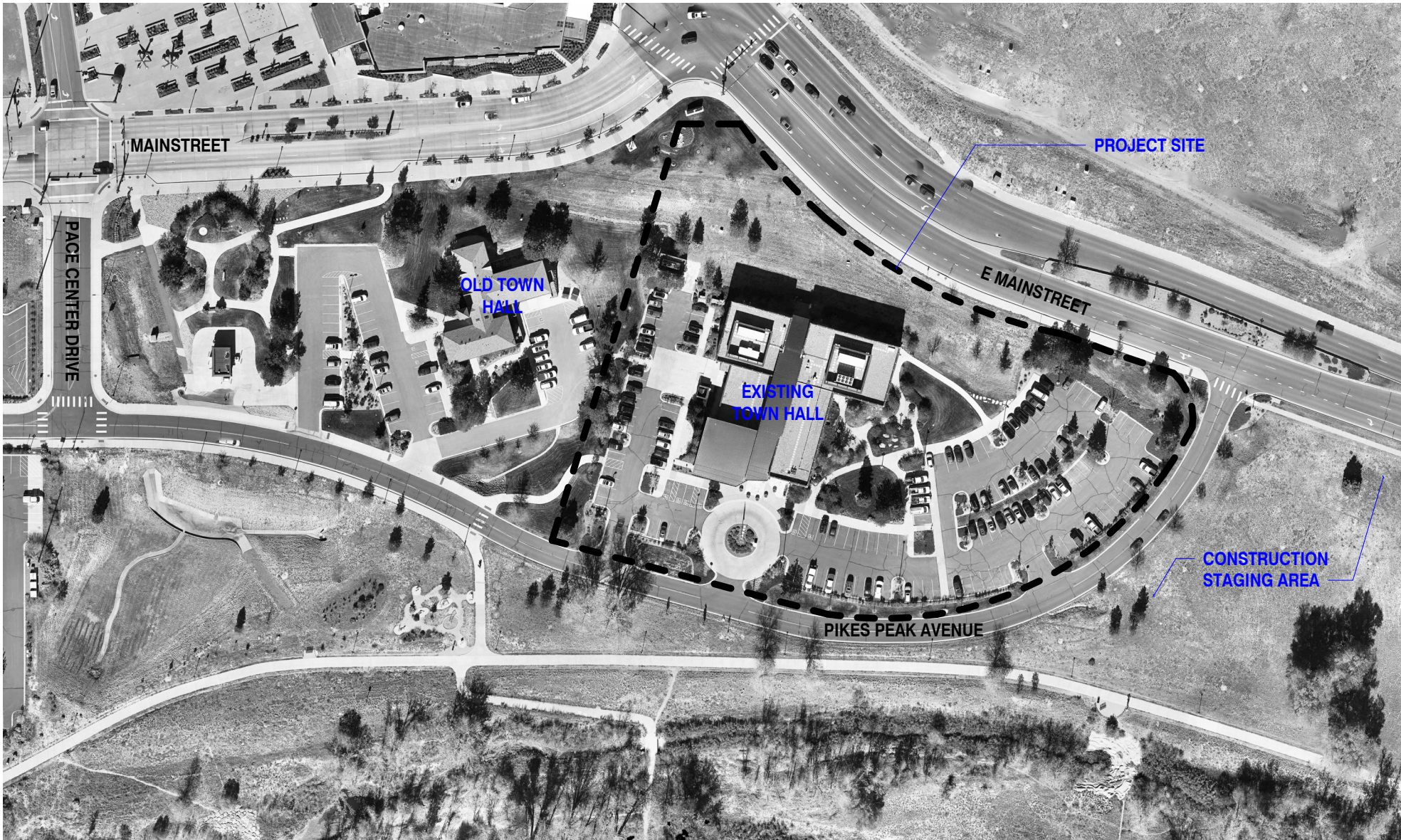


RENDERING OF SOUTHEAST FACADE



RENDERING OF NEW MAIN ENTRY AND PLAZA

PROJECT SITE MAP



GENERAL NOTES

THE PROPERTY HEREIN IS SUBJECT TO ALL APPLICABLE REQUIREMENTS OF THE TOWN OF PARKER ZONING CODE, INCLUDING BUT NOT LIMITED TO MAINTENANCE, LIGHTING, PARKING, SIGNAGE AND OUTDOOR STORAGE, EXCEPT AS MAY OTHERWISE BE ADDRESSED IN AN APPROVED DEVELOPMENT PLAN OR SUB-AREA PLAN.

DRAWING INDEX

- 1 COVER SHEET
- 2 EXISTING CONDITIONS MAP
- 3 SITE PLAN
- 4 LANDSCAPE PLAN
- 5 LANDSCAPE TABLES
- 6 TREE CONSERVATION PLAN
- 7 LANDSCAPE DETAILS
- 8 LANDSCAPE DETAILS
- 9 IRRIGATION NOTES AND SCHEDULE
- 10 IRRIGATION PLAN
- 11 IRRIGATION DETAILS
- 12 PHOTOMETRIC SITE PLAN
- 13 PHOTOMETRIC DETAILS
- 14 PHOTOMETRIC DETAILS
- 15 BUILDING ELEVATIONS
- 16 BUILDING ELEVATIONS

SITE STATISTICS

GREATER DOWNTOWN DISTRICT - HISTORIC CENTER			
ZONING			
LOT AREA	SF	ACRES	% OF TOTAL
GROSS	210,568	4.834	100%
SITE DATA	SF	ACRES	% OF TOTAL
BUILDING AREA*	67,060	1.539	31.8%
SITE STRUCTURES AREA**	851	0.019	0.4%
HARDSCAPE AREA (TOTAL)	69,459	1.587	33.0%
HARDSCAPE - EXISTING TO REMAIN	25,152	0.57	12%
HARDSCAPE - NEW	44,307	1.017	21.0%
LANDSCAPE AREA (TOTAL)	73,198	1.689	34.8%
LANDSCAPE - EXISTING TO REMAIN	41,849	0.96	20%
LANDSCAPE - NEW	31,349	0.729	14.8%

*BUILDING AREA INCLUDES EXISTING TOWN HALL AND ADDITION.
** SITE STRUCTURES INCLUDE NEW GENERATOR ENCLOSURE, NEW TRASH ENCLOSURE, AND EXISTING TRASH ENCLOSURE

PARKING	SF	PARKING FORMULA	REQUIRED	PROVIDED
TOTAL PARKING SPACES*	57,360 NLA	1 PER 500NLA	115	121***
ACCESSIBLE SPACES			5 + 1 VAN	7 (INC. VAN + EV)
EXISTING PARKING SPACES**				133
BICYCLE PARKING	67,060 GSF	2 PER 10,000 GFA (10 MAX)	10	26****

*ACCESSIBLE SPACES AND EV PARKING SPACES ARE INCLUDED IN THE TOTAL PARKING SPACE COUNT. AS ARE EXISTING PARKING SPACES TO REMAIN.
** THIS REFLECTS THE EXISTING TOWN HALL PARKING SPACES. MANY OF THESE SPACES ARE RETAINED IN SCOPE OF WORK.
*** NEW PARKING SPACES PROVIDED: 74 STANDARD + 4 ACCESSIBLE. EXISTING PARKING SPACES RETAINED: 41
**** EXISTING BICYCLE PARKING (14 SPACES) TO REMAIN AND IS INCLUDED IN THIS VALUE.

PARKING COUNT			
PARKING SPACE TYPE	COUNT	WIDTH	LENGTH
ACCESSIBLE SPACES	6	9'-0"	18'-0" MIN
ACCESSIBLE EV SPACES	1	11'-0"	18'-0" MIN
EV SPACES	3**	9'-0"	18'-0" MIN
TYPICAL PARKING SPACES	113	9'-0"	18'-0" MIN
TOTAL SPACES	123		

*PARKING SPACES ADJACENT TO LANDSCAPE ISLANDS, 18" CONCRETE STRIP TO BE INCLUDED BEFORE CURB.
**AN ADDITIONAL 16 EV SPACES ARE ELECTRIC VEHICLE READY. THESE ARE INCLUDED IN THE TYPICAL PARKING COUNT ABOVE.

Issue	Date
SCHEMATIC DESIGN	01 MAY 2023
DESIGN DEVELOPMENT	20 OCT 2023

Project Number:	22-093
Drawn By:	JM
Reviewed By:	JT
Approved By:	JC

COVER SHEET

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

AndersonMasonDale
Architects

Parker Town Hall Expansion

Parker, CO
22-093

Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80211
Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80227
Telephone: 303-741-3737

Landscape Architect

Wien Associates
1130 31st Street #101
Denver, CO 80202
Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology

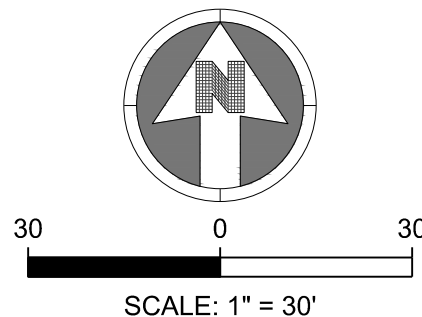
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Issue	Date
SITE PLAN SUBMITTAL	11 NOV 2023
SITE PLAN SUBMITTAL	06 FEB 2024
SITE PLAN SUBMITTAL	12 APR 2024

Project Number:	22-093
Drawn By:	RLH
Reviewed By:	RJH
Approved By:	MHV

EXISTING
CONDITIONS
PLAN

02



NOTES:

- A SITE INSPECTION BY A REPRESENTATIVE OF THE SOUTH METRO FIRE DEPARTMENT IS REQUIRED PRIOR TO DEMOLITION AND CONSTRUCTION. NO VERTICAL CONSTRUCTION ON THIS SITE WILL BE ALLOWED UNTIL SUCH TIME THAT CURB, GUTTER, AND FIRST LIFT OF ASPHALT ARE INSTALLED FOR THE FULL LENGTH OF THE FIRE LANE.

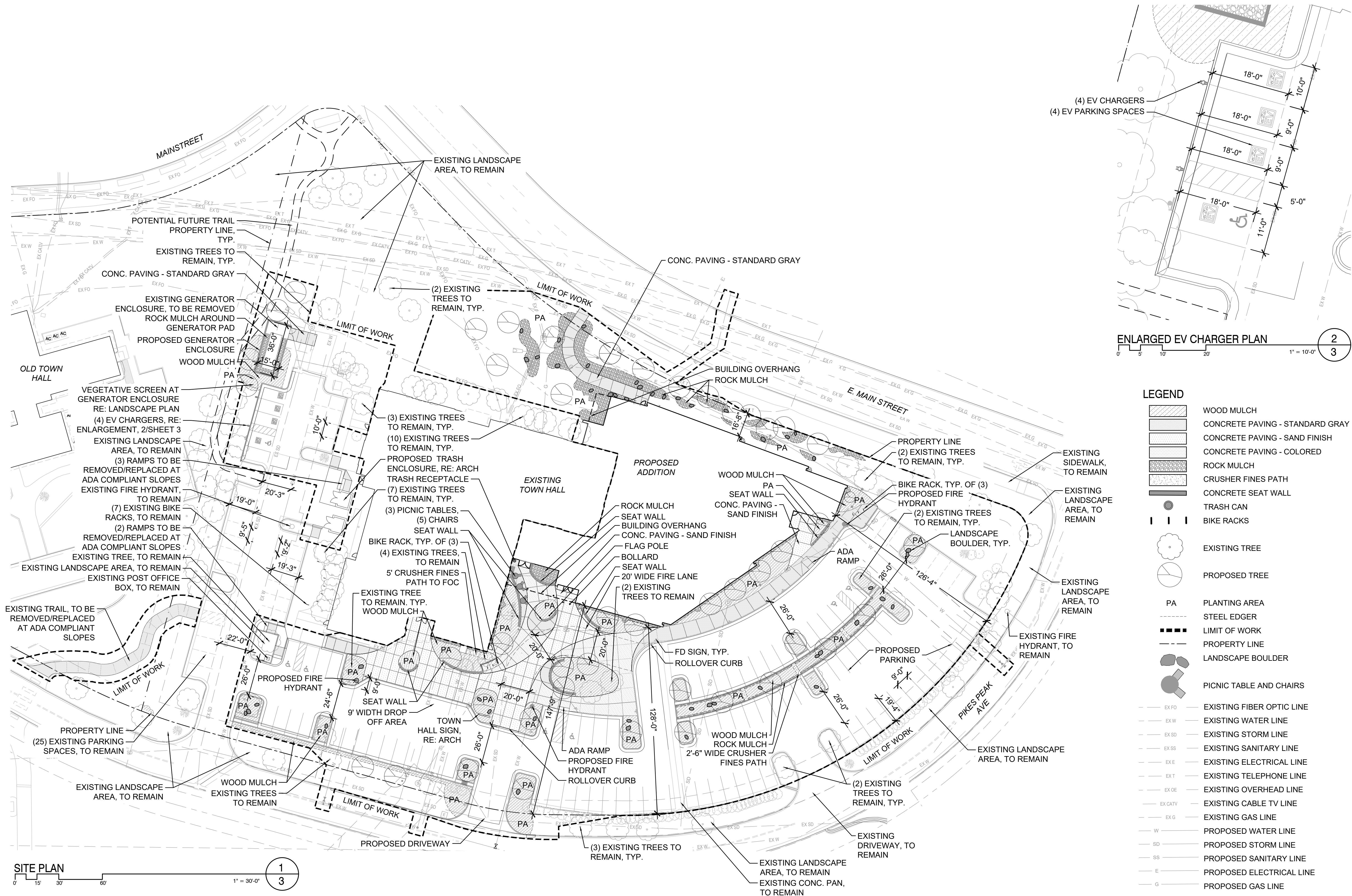
LEGEND:

	PROPERTY LINE
	RIGHT OF WAY
	EXISTING BUILDING
	EXISTING CURB AND GUTTER
	EXISTING SIDEWALK
	EXISTING WALL
	EXISTING FENCE
	EXISTING SIGN
	EXISTING LIGHT
	EXISTING TREE
	EXISTING MINOR CONTOURS
	EXISTING MAJOR CONTOURS
	EXISTING EASEMENT
	EXISTING ELECTRICAL LINE
	EXISTING FIBER OPTIC LINE
	EXISTING GAS LINE
	EXISTING TELEPHONE LINE
	EXISTING SANITARY LINE
	EXISTING STORM LINE
	EXISTING WATER LINE
	EXISTING STORM INLET
	EXISTING CLEANOUT
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING MANHOLES



PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

3



PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NATIVE SEEDING SCHEDULE

(SEEDING RATES: DRILLED: 25 LBS/ACRE or BROADCAST: 50 LBS/ACRE)

20% SWITCHGRASS
15% EPHRAIM CRESTED WHEATGRASS
10% INDIAN RICEGRASS
15% GALLETA GRASS
10% SIDEOATS GRAMA
15% BLUE GRAMA
10% BUFFALO GRASS
5% ANNUAL RYEGRASS

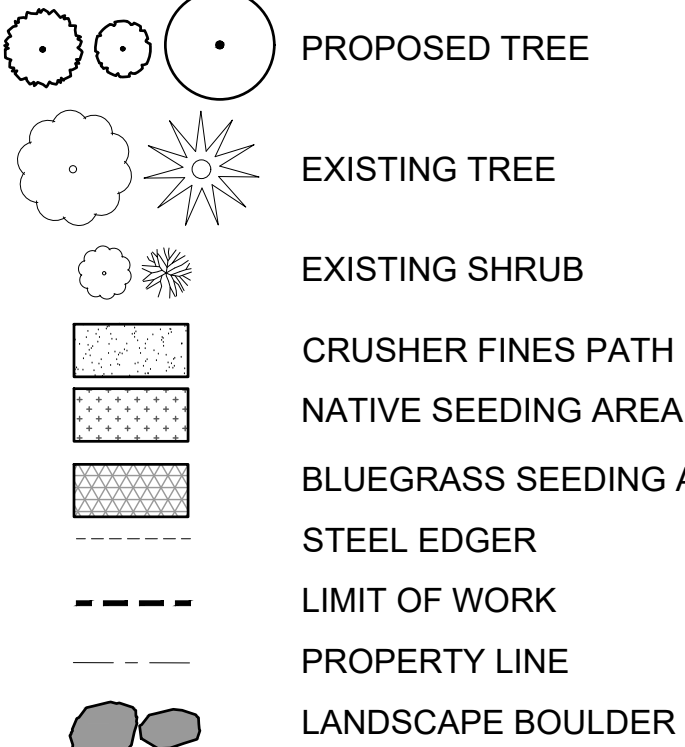
TOTAL: 100%

PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONT
TREES - DECIDUOUS			
AG	4	ACER GINNALA / AMUR MAPLE	2" CAL
CS	2	CATALPA SPECIOSA / NORTHERN CATALPA	2" CAL
GS	8	GLEDITSIA TRIACANTHOS INERMIS / SHADEMASTER HONEY LOCUST	2" CAL
GK	2	GYMNOCLADUS DIOICA / KENTUCKY COFFEETREE	2" CAL
MR	3	MALUS X 'RADIANT' / RADIANT CRABAPPLE	2" CAL
MS	1	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	2" CAL
PA	6	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE CALLERY PEAR	2" CAL
QB	6	QUERCUS BICOLOR / SWAMP WHITE OAK	2" CAL
QF	8	QUERCUS ROBUR 'FASTIGIATA' / SKYROCKET® ENGLISH OAK	2" CAL
QR	2	QUERCUS RUBRA / RED OAK	2" CAL
TREES - EVERGREEN			
AC	2	ABIES CONCOLOR / WHITE FIR	8" HT
PN	2	PINUS NIGRA / AUSTRIAN PINE	8" HT
CODE	QTY	BOTANICAL / COMMON NAME	SIZE
SHRUBS - DECIDUOUS			
ASA	12	AMELANCHIER ALNIFOLIA / SASKATOON SERVICEBERRY	5 GAL
ALC	40	AMORPHA CANESCENS / LEADPLANT	5 GAL
AMS	32	ARONIA MELANOCARPA 'SMANPEM' / LOW SCAPE SNOWFIRE™ BLACK CHOKEBERRY	5 GAL
AMM	36	ARONIA MELANOCARPA 'U'CONNAM165' / LOW SCAPE MOUND® BLACK CHOKEBERRY	5 GAL
CCB	29	CARYOPTERIS X CLANDONENSIS / BLUE MIST SPIREA	5 GAL
CCD	11	CORNUS SERICEA 'BAILEY' / BAILEY RED TWIG DOGWOOD	5 GAL
CSB	45	CYTISUS PURGANS 'SPANISH GOLD' / SPANISH GOLD BROOM	5 GAL
FNP	4	FORESTIERA NEOMEXICANA / NEW MEXICO PRIVET	5 GAL
HKA	99	HYPERICUM KALMIANUM 'AMES' / AMES ST. JOHNSWORT	5 GAL
PPC	81	PRUNUS BESSEYI 'P011S' / PAWNEE BUTTES® SAND CHERRY	5 GAL
RAC	41	RIBES ALPINUM / ALPINE CURRANT	5 GAL
SBF	100	SPIRAEA X BUMALDA 'FIRELIGHT' / FIRELIGHT SPIREA	5 GAL
VDA	7	VIBURNUM DENTATUM 'ARROWWOOD' / ARROWWOOD VIBURNUM	5 GAL
GRASSES			
BGG	54	BOULELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION BLUE GRAMA	1 GAL
CAG	28	CALAMAGROSTIS X ACUTIFLORA 'AVALANCHE' / AVALANCHE FEATHER REED GRASS	1 GAL
ETG	81	ELYMUS TRACHYCAULUS SSP. TRACHYCAULUS / SLENDER WHEATGRASS	1 GAL
IRG	94	IMPERATA CYLINDRICA 'RED BARON' / JAPANESE BLOOD GRASS	1 GAL
MCG	95	MELICA CILIATA / SILKY-SPIKE MELIC GRASS	1 GAL
MPG	61	MISCANTHUS X 'PURPURASCENS' / PURPLE FLAME GRASS	1 GAL
MLG	33	MUHLENBERGIA CAPILLARIS 'LENCA' / REGAL MIST® PINK MUHLY GRASS	1 GAL
OHG	90	ORYZOPSIS HYMENOIDES / INDIAN RICEGRASS	1 GAL
PSG	20	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS	1 GAL
PAG	123	PENNISETUM ALOPECUROIDES 'HAEMELN' / HAEMELN DWARF FOUNTAIN GRASS	1 GAL
SNG	50	SORGHASTRUM NUTANS / INDIAN GRASS	1 GAL
SHG	71	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	1 GAL
GROUND COVER			
AUK	25	ARCTOSTAPHYLOS UVA-URSI / KINKINICK	1 GAL
CPP	28	CERATOSTIGMA PLUMBAGINOIDES / DWARF CREEPING PLUMBAGO	1 GAL
GCV	87	CHRYSOOGONUM VIRGINIANUM / GREEN-AND-GOLD	1 GAL
PSS	52	PHLOX STOLONIFERA 'SHERWOOD PURPLE' / CREEPING PHLOX	1 GAL
PSC	55	PHLOX SUBULATA / CREEPING PHLOX	1 GAL
TRC	80	THYMUS X 'RED CREEPING' / RED CREEPING THYME	1 GAL
VRC	125	VERONICA X 'REAVIS' / CRYSTAL RIVER CREEPING SPEEDWELL	1 GAL
PERENNIALS			
CRV	76	CENTRANTHUS RUBER / RED VALERIAN	1 GAL
ELP	61	ECHINACEA PURPUREA / PURPLE CONEFLOWER	1 GAL
GAB	71	GALLIARDA ARISTATA / BLANKET FLOWER	1 GAL
PPP	83	PENSTEMON PALMERI / PALMER'S PENSTEMON	1 GAL
PDJ	42	PERSICARIA AFFINIS 'BORDER JEWEL' / HIMALAYAN BORDER JEWEL FLEECEFLOWER	1 GAL
RAB	42	RUDBECKIA AMPLEXICAULIS / BLACK-EYED SUSAN	1 GAL
SCB	24	SCABIOSA CAUCASICA 'BUTTERFLY BLUE' / BUTTERFLY BLUE PINCHUSHION FLOWER	1 GAL
VGS	71	VERONICA X 'GOODNESS GROWS' / GOODNESS GROWS SPEEDWELL	1 GAL
SHRUB EVERGREEN			
JHB	23	JUNIPERUS HORIZONTALIS 'BAR HARBOR' / BAR HARBOR CREEPING JUNIPER	5 GAL

NOTES:
1. NO CHANGES TO THE LANDSCAPE PLAN ARE ALLOWED WITHOUT APPROVAL FROM THE TOWN OF PARKER.

PLANTING LEGEND



AndersonMasonDale
Architects

Parker Town Hall Expansion

Parker, CO

22-093

Town of Parker

20120 Mainstreet
Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect

Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Issue	Date
SDP	02 NOVEMBER 2023
SDP	05 FEBRUARY 2024
SDP	15 APRIL 2024

Project Number:	22-093
Drawn By:	JM
Reviewed By:	TS
Approved By:	TS

LANDSCAPE PLAN

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

AndersonMasonDale
Architects

SITE LANDSCAPE

DESCRIPTION	REQUIREMENTS	REQUIRED TOTALS & SIZE OF AREA	EXISTING AREA (UNMODIFIED AREAS)	PROPOSED NEW AREA (MODIFIED AREAS)	PROPOSED TOTAL COUNTS	NOTES
PARKING LOT INTERIOR LANDSCAPING	Pursuant to the LDO Section 13.06.070 (p) Parking Lot Interior Landscaping, a minimum area equal to ten (10) percent of the total area covered by the parking lot shall be allocated to landscaped islands.	PARKING LOT SIZE: 57648 SF PARKING ISLAND REQ'D SF: 57648 SF x 10% = 5764.8 SF	1528 SF (2.65%) 5 Existing Trees 0 Proposed Trees 1 Existing Shrub 0 Proposed Shrubs	5086 (8.82%) 4 Existing Trees 13 Proposed Trees 0 Existing Shrubs 257 Proposed Shrubs	6614 SF OF PARKING ISLAND PROVIDED = 11.47% OF PARKING LOT TOTAL: 22 TREES / 258 SHRUBS	Grasses have not been included as equivalent shrubs in this calculation. See parking lot interior landscape table for separate grass quantities.
SITE PERIMETER LANDSCAPING (NORTH PROPERTY LINE ONLY)	Pursuant to the LDO Section 13.06.070 (q), site perimeter landscaping is required to establish minimum requirements for plantings around the perimeter of a site. When a commercial use is next to a commercial use a minimum of 1 tree and 5 shrubs is required for every 40 lineal feet of edge. This requirement will apply from the north property line to north building face, and west property line as south as the limit of disturbance.	739 LF TOTAL (NORTH PROPERTY LINE ONLY) REQ'D TOTALS: 739 LF / 40 LF = 18.5 TREES 739 LF / 40 LF x 5 = 92.4 SHRUBS	18 TREES EXISTING 3 SHRUBS EXISTING	2 TREE EXISTING 14 TREES PROPOSED 89 SHRUBS PROPOSED	TOTAL TREES: 34 TOTAL SHRUBS: 92	Unmodified area is north of existing Town Hall to north property line, and west of extent of northern limit of disturbance to west property line.
PARKING LOT PERIMETER LANDSCAPING	Pursuant to Section 13.06.070 (o) of the Town of Parker LDO, parking lot perimeter landscaping shall be provided to visually buffer and screen the parking and mitigate nuisance impacts from autos upon adjacent properties. For parking lots adjacent to roads/streets and other commercial uses, a minimum 10-foot-wide landscape buffer is required that includes trees and shrubs to screen the parking lot from the street. This requirement applies to the parking along the south property line adjacent to Pikes Peak Avenue, and the west property line as far north to the proposed EV chargers.	12132 SF TOTAL	9442 SF COUNT: 17 EXISTING TREES 78 EXISTING SHRUBS	2690 SF COUNT: 2 EXISTING TREES 3 PROPOSED TREES 11 EXISTING SHRUBS 64 PROPOSED SHRUBS	TOTAL TREES: 22 (3 PROPOSED) TOTAL SHRUBS: 153 (64 PROPOSED)	
DEVELOPED AREA	Pursuant to the Greater Downtown District Historic Center zoning, a minimum of ten (10) percent of the total site area shall be designated for landscaping, plazas, pocket parks and/or open space.	171721 SF TOTAL SITE AREA (INCLUDING BLDG & PARKING LOTS) REQ'D TOTALS: 171721 x 10% = 17172.1 SF	42226 SF	37270 SF	42226 SF + 37270 SF = 79,496 SF SITE LANDSCAPING 79,496 SF SITE LANDSCAPING - 6614 SF INTERIOR PARKING LOT AREA = 72,882 SF OVERALL SITE LANDSCAPING TREES REQ'D: 49 / PROVIDED: 56 SHRUBS REQ'D: 243 / PROVIDED: 245	Includes all existing and proposed site perimeter landscaping, landscaping, and parking lot perimeter landscaping shown in hatching on landscape requirements diagram. Per Town Code, all existing and proposed parking lot interior landscaping excluded towards overall site landscaping - total tree and shrub quantities exclude parking island quantities.



LANDSCAPE REQUIREMENTS DIAGRAM

PARKING LOT INTERIOR LANDSCAPE

PARKING LOT ISLAND #	PARKING LOT ISLAND SIZE (SF)	INTERNAL TREES (1 TREE / 162SF) REQUIRED / PROVIDED	INTERNAL SHRUBS (5 SHRUBS / 162SF) REQUIRED / PROVIDED	INTERNAL GRASSES PROVIDED	*NOTES
1	227	1 R / 1 P	9 R / 10 P	10	Proposed or modified island.
2	162	1 R / 1 P	5 R / 7 P	10	Proposed or modified island.
3	170	1 R / 1 P	5 R / 7 P	10	Proposed or modified island.
4	393	1 R / 1 P	16 R / 20 P	21	Proposed or modified island.
5	416	1 R / 1 P	17 R / 19 P	20	Proposed or modified island.
6	165	1 R / 1 P	5 R / 8 P	10	Proposed or modified island.
7	164	1 R / 1 P	5 R / 6 P	12	Proposed or modified island.
8	397	1 R / 1 P	20 R / 22 P	21	Proposed or modified island.
9	490	1 R / 1 P	27 R / 27 P	20	Proposed or modified island.
10	171	1 R / 1 P	5 R / 9 P	15	Proposed or modified island.
11	169	1 R / 1 P	5 R / 7 P	10	Proposed or modified island.
12	280	1 R / 1 P	13 R / 13 P	27	Proposed or modified island.
13	268	1 R / 1 P	12 R / 14 P	25	Proposed or modified island.
14	294	1 R / 1 P	14 R / 14 P	16	Proposed or modified island.
15	329	1 R / 1 P	17 R / 19 P	30	Proposed or modified island.
16	231	1 R / 1 P	10 R / 11 P	13	Proposed or modified island.
17	292	1 R / 1 P	14 R / 16 P	29	Proposed or modified island.
18	192	1 R / 1 P	7 R / 11 P	10	Proposed or modified island.
19	276	1 R / 1 P	13 R / 17 P	17	Proposed or modified island.
20	229	1 R / 1 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
21	256	1 R / 1 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
22	269	1 R / 1 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
23	197	1 R / 0 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
24	157	1 R / 0 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
25	254	1 R / 0 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
26	166	1 R / 0 P	N/A	N/A	Existing / Not to be disturbed. Does not count against required planting quantities (proposed areas only).
TOTAL SF		6614			

NOTES:

Each landscape island shall, at a minimum, meet the following standards:

- Landscaped islands shall be at least the size of one (1) full-sized parking space (one hundred sixty-two [162] square feet) and have no dimension fewer than nine (9) feet.
- One (1) tree and five (5) shrubs shall be planted for each incremental one hundred sixty-two (162) square feet. For each incremental fifteen (15) square feet, an additional shrub shall be planted. One (1) tree may be substituted for ten (10) shrubs when approved during the site plan process.

13.06.070.L.5

(5) In all required landscaped areas, except within public rights-of-way and residential roadway buffers, one (1) tree and five (5) shrubs shall be planted for each one thousand five hundred (1,500) square feet of lot area not covered by a building or required parking.

a. Ten (10) shrubs may be substituted for one (1) tree when approved during the site plan process. An administrative finding that strict compliance with the tree requirement cannot be reasonably accomplished on site, and is not the result of a self-imposed hardship, will be required.

a.1. Grasses are not counted towards equivalent tree quantities in this table; tree counts are exclusively trees - see "Internal grasses provided" column for grass quantities.

BICYCLE PARKING

PARKING SPACE TYPE	REQUIRED	EXISTING	PROPOSED	CALCULATION
BIKE	Pursuant to Section 13.06.060 Bicycle parking requirements state that 2 spaces are required for each 10,000 square feet of floor area, not to exceed 10 spaces.	7 RACKS (14 SPACES)	6 RACKS (12 SPACES)	(64,895 GSF / 10,000 SF) X 2 =13 SPACES REQUIRED PER CODE TOTAL PROVIDED: 13 RACKS (26 SPACES)* *TOTAL INCLUDES EXISTING AND PROPOSED RACKS

LANDSCAPE NOTES:

- No changes to the landscape plan are allowed without approval from the Town of Parker.
- 45 trees and 45 shrubs are to be removed for the new building expansion.

Parker Town Hall Expansion

Parker, CO

22-093

Town of Parker

20120 Mainstreet
Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80211
Telephone: 303-741-9448

Civil Engineer

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect

Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Issue

Date

SDP

02 NOVEMBER 2023

SDP

05 FEBRUARY 2024

SDP

15 APRIL 2024

Project Number:

22-093

Drawn By:

JM

Reviewed By:

TS

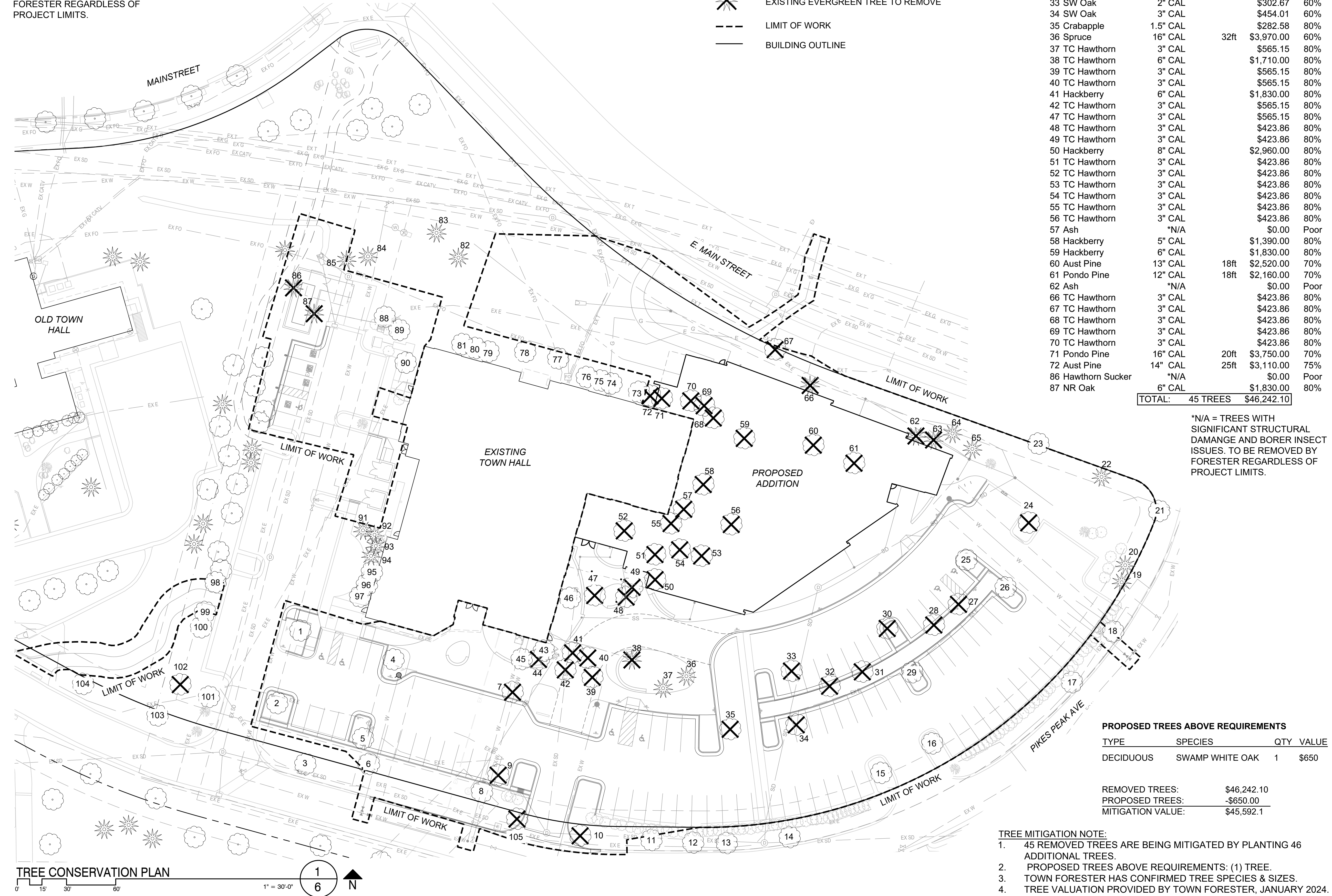
Approved By:

TS

LANDSCAPE TABLES

TOTAL EXISTING TREE COUNT			
#	Species	Size (CAL)	Height (FT)
1	Elm	3" CAL	
2	Pear	2" CAL	
3	Coffee Tree	2.5" CAL	
4	Pear	2" CAL	
5	Crabapple	2" CAL	
6	Crabapple	2" CAL	
7	Pear	2"	
8	Crabapple	2"	
9	Crabapple	2"	
10	NR Oak	6"	
11	Coffee Tree	2"	
12	Coffee Tree	4"	
13	Coffee Tree	4"	
14	Coffee Tree	4"	
15	SW Oak	2"	
16	SW Oak	2"	
17	Linden	7"	
18	Linden	7"	
19	Aust Pine		25ft
20	Aust Pine		25ft
21	Crabapple		11ft
22	Aust Pine		21ft
23	Hackberry	3"	
24	Ash	*N/A	
25	SW Oak	4"	
26	SW Oak	10	
27	SW Oak	6"	
28	SW Oak	5"	
29	SW Oak	5"	
30	SW Oak	4"	
31	SW Oak	6"	
32	SW Oak	5"	
33	SW Oak	2"	
34	SW Oak	3"	
35	Crabapple	1.5"	
36	Aust Pine	11" CAL	25ft
37	Aust Pine	13" CAL	30ft
38	Spruce	16" CAL	32ft
39	TC Hawthorn	3" CAL	
40	TC Hawthorn	6" CAL	
41	TC Hawthorn	3" CAL	
42	TC Hawthorn	3" CAL	
43	TC Hawthorn	3" CAL	
44	TC Hawthorn	3" CAL	
45	TC Hawthorn	3" CAL	
46	TC Hawthorn	3" CAL	
47	Hackberry	6" CAL	
48	TC Hawthorn	3" CAL	
49	TC Hawthorn	3" CAL	
50	TC Hawthorn	3" CAL	
51	TC Hawthorn	3" CAL	
52	Hackberry	8" CAL	
53	TC Hawthorn	3" CAL	
54	TC Hawthorn	3" CAL	
55	TC Hawthorn	3" CAL	
56	TC Hawthorn	3" CAL	
57	TC Hawthorn	3" CAL	
58	TC Hawthorn	3" CAL	
59	Ash	*N/A	
60	Hackberry	5" CAL	
61	Hackberry	6" CAL	
62	Aust Pine	13" CAL	18ft
63	Pondo Pine	12" CAL	18ft
64	Aust Pine		18ft
65	Aust Pine		18ft
66	Spruce	*N/A	
67	Ash	*N/A	
68	TC Hawthorn	3" CAL	
69	TC Hawthorn	3" CAL	
70	TC Hawthorn	3" CAL	
71	TC Hawthorn	3" CAL	
72	TC Hawthorn	3" CAL	
73	TC Hawthorn	3" CAL	
74	TC Hawthorn	3" CAL	
75	TC Hawthorn	3" CAL	
76	TC Hawthorn	3" CAL	
77	Golden R Tree	4" CAL	
78	Golden R Tree	4" CAL	
79	TC Hawthorn	3" CAL	
80	TC Hawthorn	3" CAL	
81	TC Hawthorn	3" CAL	
82	Aust Pine		20ft
83	Aust Pine		22ft
84	Spruce		18ft
85	Aust Pine		28ft
86	Pondo Pine	16" CAL	20ft
87	Aust Pine	14" CAL	25ft
88	Chokecherry	4" CAL	
89	Pear	4" CAL	
90	Wash Hawthorn	3" CAL	
91	Bosnian Pine		16ft
92	Bosnian Pine		16ft
93	Bosnian Pine		18ft
94	Bosnian Pine		18ft
95	TC Hawthorn	3" CAL	20ft
96	TC Hawthorn	3" CAL	
97	TC Hawthorn	3" CAL	
98	Japanese Lilac	5" CAL	
99	Japanese Lilac	4" CAL	
100	Japanese Lilac	5" CAL	
101	Pear	3" CAL	
102	Hawthorn Sucker	*N/A	
103	NR Oak	6" CAL	
104	Elm	6" CAL	
105	NR Oak	6"	

*N/A = TREES WITH
SIGNIFICANT STRUCTURAL
DAMANGE AND BORER INSECT
ISSUES. TO BE REMOVED BY
FORESTER REGARDLESS OF
PROJECT LIMITS.



AndersonMasonDale
Architects

Parker Town Hall
Expansion

Parker, CO
22-093

Town of Parker

20120 Mainstreet
Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80211
Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect

Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Issue Date

SDP 02 NOVEMBER 2023
SDP 05 FEBRUARY 2024
SDP 15 APRIL 2024

Project Number: 22-093

Drawn By: JM

Reviewed By: TS

Approved By: TS

TREE CONSERVATION PLAN

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

AndersonMasonDale
Architects

Parker Town Hall Expansion

Parker, CO

22-093

Town of Parker

20120 Mainstreet
Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80211
Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect

Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Issue	Date
SDP	02 NOVEMBER 2023
SDP	05 FEBRUARY 2024
SDP	15 APRIL 2024

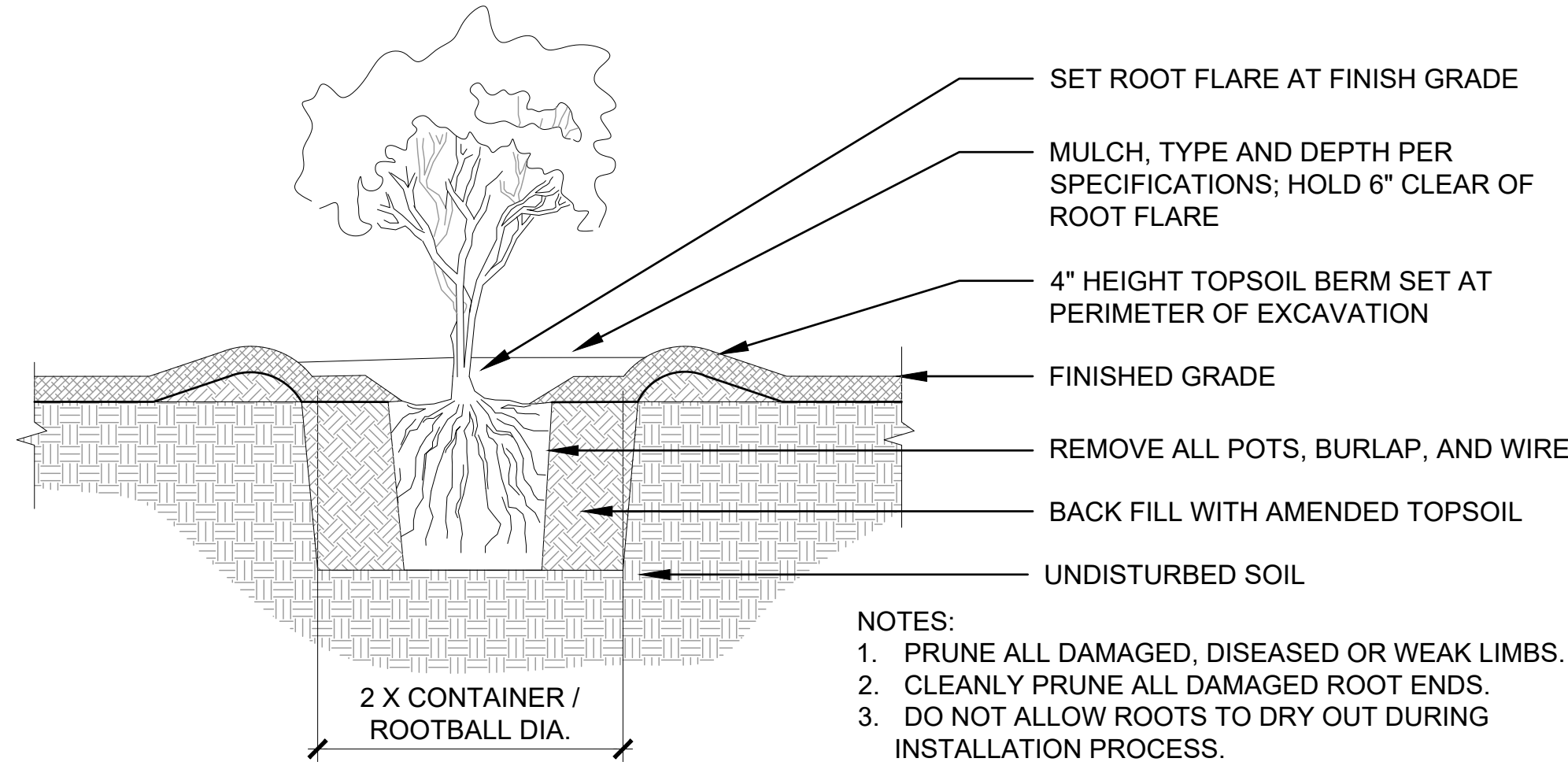
Project Number:	22-093
Drawn By:	JM
Reviewed By:	TS
Approved By:	TS

LANDSCAPE DETAILS

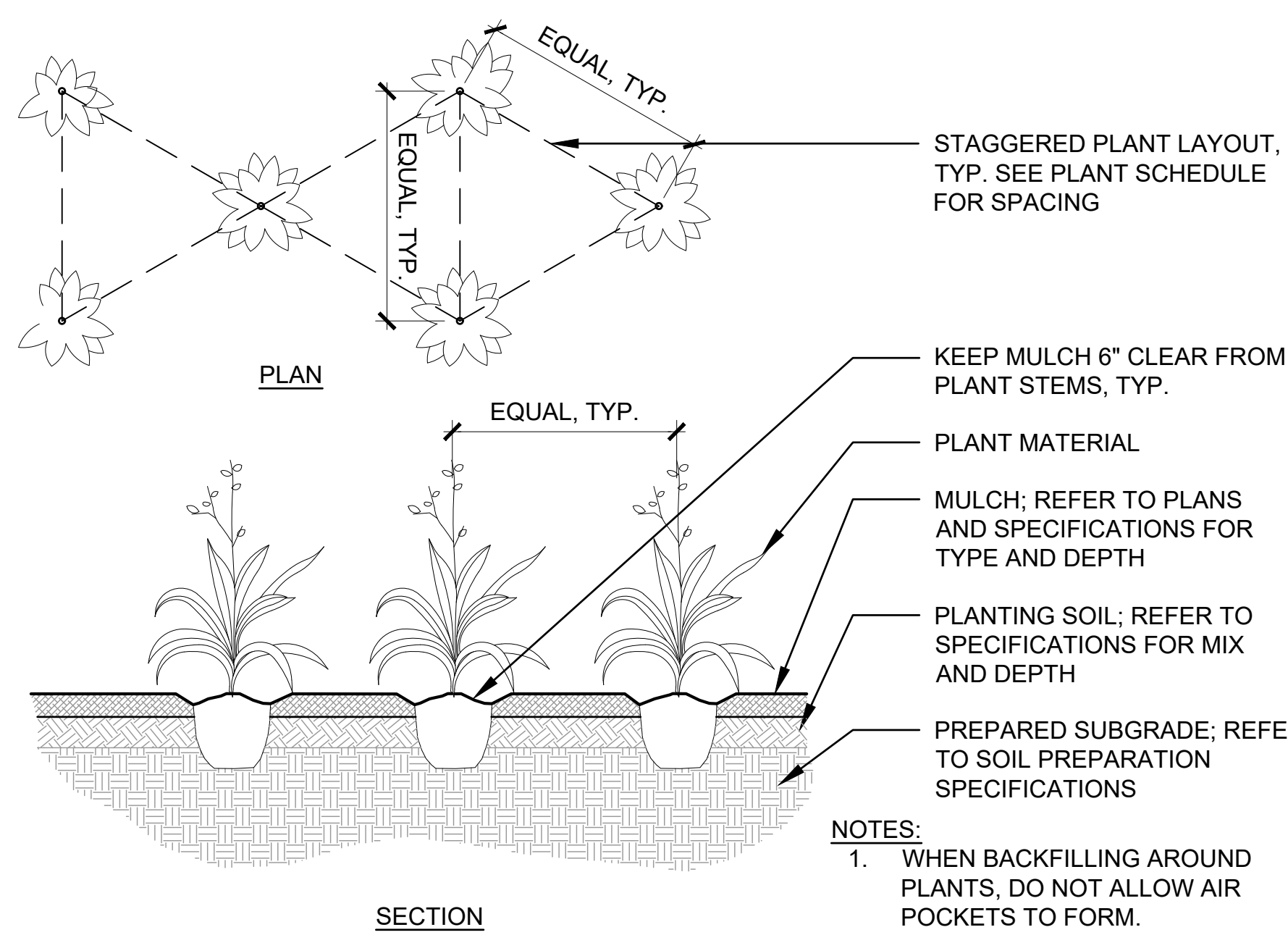
7

TOWN OF PARKER STANDARD LANDSCAPE NOTES:

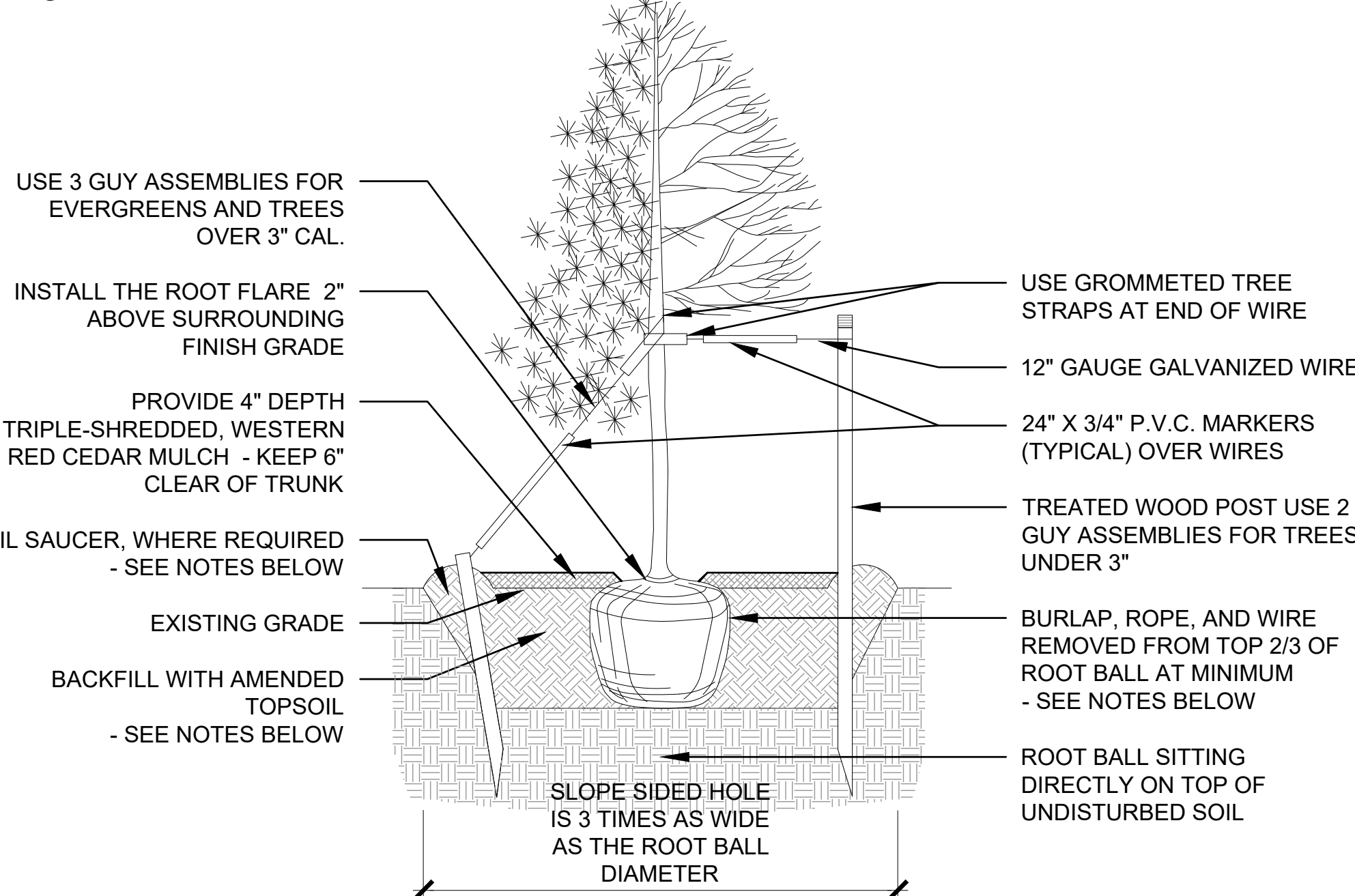
- PLANT MATERIAL SPECIFICATIONS.
 - (1) PLANT MATERIALS SHALL BE SELECTED FROM THE TOWN'S RECOMMENDED PLANT SPECIES NOT INCLUDED IN THE RECOMMENDED PLANT LIST MAY BE SUBMITTED FOR CONSIDERATION, SO LONG AS THE SPECIES IS NOT ON THE EXCLUDED LIST. ALL PLANTS SHALL MEET OR EXCEED THE PLANT QUALITY AND SPECIES STANDARDS OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004, AS AMENDED. SELECTED PLANT MATERIALS SHALL BE HEALTHY AND SHALL BE NURSERY-GROWN AND ADAPTED TO THE LOCAL AREA. ARTIFICIAL PLANT MATERIALS ARE PROHIBITED WITHIN LANDSCAPED AREAS; THIS INCLUDES SYNTHETIC TURF.
 - (2) ALL PLANT MATERIALS MUST MEET THE FOLLOWING REQUIREMENTS:
 - A. DECIDUOUS SHADE TREES: BETWEEN 2-INCH CALIPER AND 2½-INCH CALIPER (MEASURED SIX [6] INCHES ABOVE THE GROUND).
 - B. ORNAMENTAL AND FLOWERING TREES: BETWEEN 1½-INCH CALIPER AND 2-INCH CALIPER (MEASURED SIX [6] INCHES ABOVE THE GROUND).
 - C. EVERGREENS: BETWEEN SIX (6) FEET TALL AND EIGHT (8) FEET TALL (MEASURED TO MID-POINT OF MOST RECENT YEAR'S GROWTH).
 - D. SHRUBS: FIVE-GALLON CONTAINER (TWO [2] TO THREE [3] FEET IN HEIGHT FOR DECIDUOUS, EIGHTEEN- TO TWENTY-FOUR-INCH SPREAD FOR JUNIPERS, OR AS PROVIDED BY THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004, AS AMENDED).
 - PLANTING STANDARDS.
 - LANDSCAPING SHALL COMPLY WITH THE PLANTING STANDARDS AS PROVIDED IN THE TOWN'S PARKS, TRAILS, OPEN SPACE AND STREETSCAPE DESIGN AND CONSTRUCTION MANUAL, AS AMENDED.
 - PLANT MATERIALS SHALL BE SPACED APPROPRIATELY TO ALLOW ADEQUATE ROOM FOR THE PLANT AT MATURITY.
 - TREE PITS AND CUTOUTS MUST MEET THE CRITERIA SET FORTH IN THE TOWN'S PUBLIC WORKS TECHNICAL REFERENCE MANUAL, AS AMENDED.
 - LANDSCAPING SHALL BE PROTECTED FROM VEHICLES BY THE PLACEMENT OF WHEEL STOPS, CURBS OR OTHER ACCEPTABLE MEANS, APPROVED BY THE TOWN. PLANTS SHOULD BE SPACES OFF CURBS TO PREVENT DAMAGE.
 - ALL TREES SHALL BE SPACED APPROPRIATELY FROM LIGHT POLES, SIGNS, STRUCTURES, ETC.
 - TREES SHALL NOT BE ELIMINATED THROUGH THE LOCATION OF LIGHT POLES IN PARKING LOT ISLANDS AND WITHIN THE PARKING LOT PERIMETER LANDSCAPING.
 - NONLIVING LANDSCAPE MATERIAL STANDARDS.
 - NONLIVING LANDSCAPE MATERIALS FOR GROUND COVER MAY CONSIST OF BARK, WOOD CHIPS, WOOD SHAVINGS, ROCKS, STONES OR OTHER MATERIALS APPROVED DURING THE SITE PLAN PROCESS.
 - WOOD MULCH SHALL CONSIST OF NATURAL CEDAR FIBER MULCH AND SHALL BE APPLIED A MINIMUM OF FOUR (4) INCHES IN DEPTH.
 - NO GEOTEXTILE FABRIC SHALL BE USED IN AREAS OF PERENNIAL FLOWER AND GROUND COVER PLANTINGS.
 - NATURAL CEDAR FIBER MULCH SHALL BE INSTALLED OVER AREAS OF PERENNIAL FLOWER AND GROUND COVER PLANTINGS TO A DEPTH OF TWO (2) INCHES.
 - ROCK OR STONE SHALL BE TWO (2) TO SIX (6) INCHES IN SIZE AND A MINIMUM DEPTH OF THREE (3) INCHES INSTALLED OVER A BASE OF GEOTEXTILE FABRIC.
 - GEOTEXTILE FABRIC EXCLUDED FROM AREAS OF PERENNIAL FLOWER AND GROUND COVER PLANTINGS.
 - ALL LANDSCAPE BEDS MUST CONSIST OF AN APPROVED SOIL THROUGHOUT AN ENTIRE LANDSCAPE BED.
 - ALL LANDSCAPE AREAS SHALL BE FOR TWO (2) YEARS.
 - IRRIGATION REQUIREMENTS.
 - ALL LANDSCAPED AREAS SHALL BE SERVED BY A FUNCTIONING AUTOMATIC IRRIGATION SYSTEM.
 - ALL LANDSCAPE BEDS SHALL HAVE A PROPERLY DESIGNED IRRIGATION SYSTEM PROVIDING FULL COVERAGE TO ALL TURF AND PLANT MATERIAL AREAS FROM ROTARY/GEAR-DRIVE SPRINKLERS, POP-UP AND SURFACE SPRAY SPRINKLERS, BUBBLERS, DRIP OR TRICKLE IRRIGATION, AS APPROPRIATE FOR THE AREA TO BE LANDSCAPED. A. LANDSCAPE PLANTINGS ARE TO BE GROUPED ACCORDING TO WATER NEEDS. TREES, SHRUBS AND PLANTINGS IN BED AREAS SHALL BE IRRIGATED BY DRIP, BUBBLER SYSTEMS, LOW VOLUME SPRAY HEADS OR SUBSURFACE IRRIGATION SYSTEMS, WHICH MAY INCLUDE THE PRODUCT NETAFIM OR APPROVED EQUIVALENT. SUBSURFACE IRRIGATION SYSTEMS ARE STRONGLY ENCOURAGED DUE TO THEIR EFFICIENCY AND MINIMIZED RUNOFF POTENTIAL.
 - HIGH-WATER-USE TURF AREAS, WHICH MAY INCLUDE BLUEGRASS, FESCUE OR OTHER HIGH-WATER-USE TURF, MAY BE IRRIGATED USING POP-UP OR ROTARY/GEAR-DRIVE SPRINKLERS. POP-UP HEIGHTS ON SPRINKLER HEADS SHOULD BE ADEQUATE TO CLEAR THE GRASS HEIGHT WHEN EXTENDED.
 - THE USE OF SUBSURFACE IRRIGATION FOR ALTERNATIVE LOW-WATER-USE TURF GRASS AREAS, WHICH MAY INCLUDE BUFFALO GRASS, BLUE GRAMA OR OTHER LOW-WATER-USE TURF, IS ENCOURAGED.
 - TEMPORARY OR PERMANENT IRRIGATION MUST BE PROVIDED TO NATIVE GRASS AREAS FOR ESTABLISHMENT IN ORDER TO ASSIST IN COMPLYING WITH THE RE-VEGETATION STANDARDS AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. TEMPORARY IRRIGATION FOR ESTABLISHMENT OF NATIVE VEGETATION MAY BE INSTALLED ABOVE GROUND AND REMOVED IMMEDIATELY AFTER ESTABLISHMENT IS COMPLETE, OR IN ANY CASE, NO LONGER THAN TWO (2) YEARS.
 - UNDEVELOPED LOTS PLANNED FOR DEVELOPMENT, ROADWAYS AND/OR OTHER CAPITAL IMPROVEMENT PROJECTS MAY NOT REQUIRE TEMPORARY OR PERMANENT IRRIGATION AS DETERMINED BY THE DEPARTMENT OF ENGINEERING.
 - IRRIGATION SYSTEMS SHALL BE DESIGNED AND MAINTAINED TO MINIMIZE OVERSPRAY AND RUNOFF ONTO ADJACENT IMPERVIOUS SURFACES, SUCH AS ROADWAYS, SIDEWALKS AND PARKING LOTS.
 - ALL IRRIGATION WARRANTIES SHALL BE FOR TWO (2) YEARS.
 - RAINFALL OR SOIL MOISTURE SENSORS, CHECK VALVES, PRESSURE REDUCERS, WATER-EFFICIENT SPRINKLER HEADS, WHICH MAY INCLUDE HUNTER MP ROTATORS OR APPROVED EQUIVALENT, AND FLOW SENSOR VALVES ARE ALL DESIRABLE TO REDUCE UNNECESSARY WATER USAGE.



01 TOWN OF PARKER SHRUB PLANTING



02 TOWN OF PARKER PERENNIAL PLANTING



NOTES:

- 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 OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE SETTLING HOLE. THE PLANTING AREA SHALL BE LOOSENEED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL.
- BACKFILL SHALL CONSIST OF APPROVED ON-SITE TOPSOIL BLENDED W/ COMPOST AMENDMENT. IF ON-SITE TOPSOILS ARE NOT APPROVED FOR USE, BACKFILL W/ IMPORTED TOPSOIL BLENDED WITH COMPOST AMENDMENT. REFER TO SPECIFICATION SECTION 329113 FOR ADDITIONAL INFORMATION.
- 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.
- WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 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 2/3 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.
- FORM SOIL INTO A 6" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS. AWAY FROM TRUNK.
- 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.
- TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY AFTER CONSULTATION WITH THE TOWN ARBORIST.
- RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOT BALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

03 TOWN OF PARKER TREE PLANTING

TOWN OF PARKER- TREE PROTECTION DURING DEVELOPMENT - PUBLIC PROPERTY

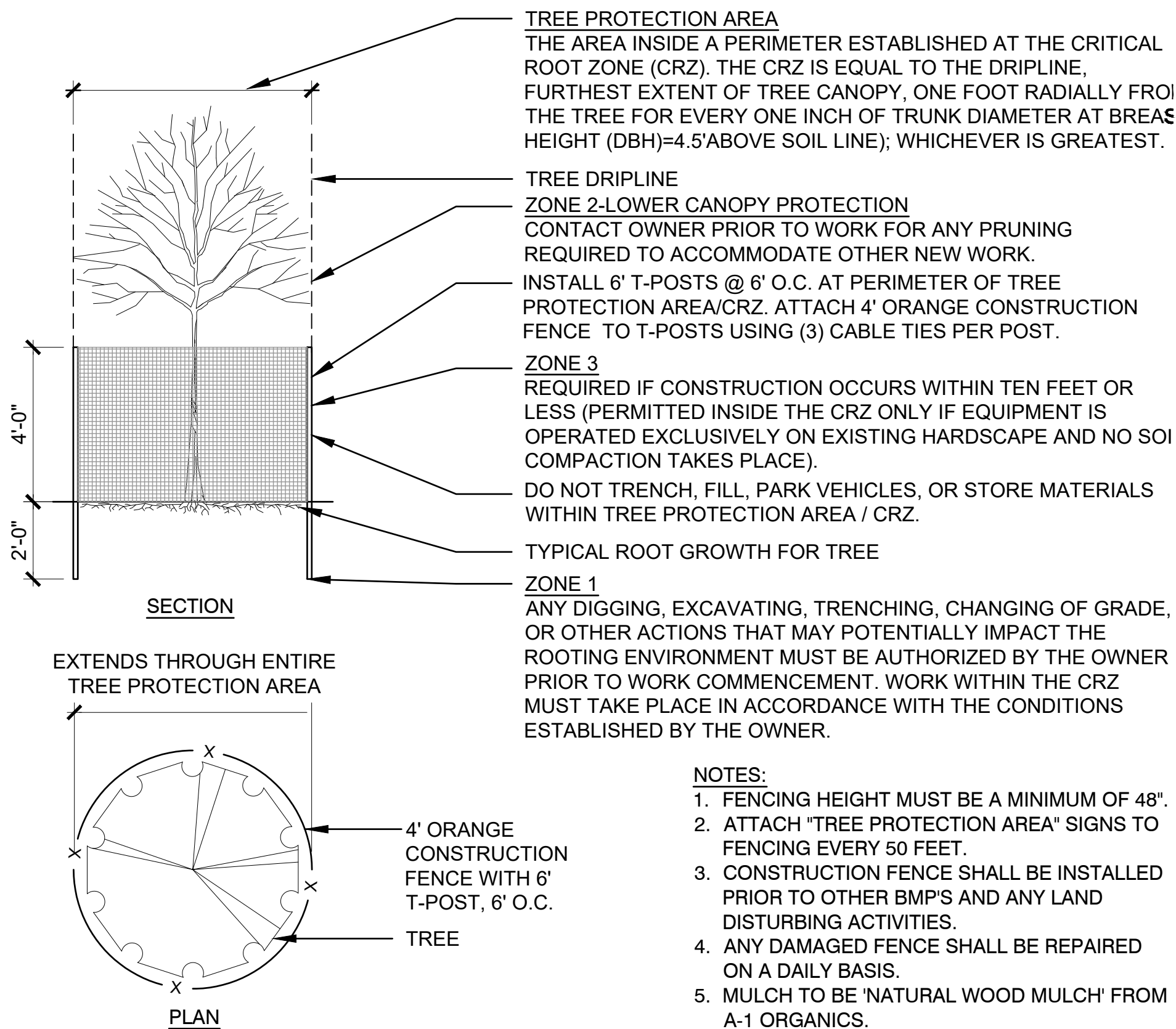
- NO PERSON SHALL ABUSE, MUTILATE OR OTHERWISE DAMAGE ANY TREE OR SHRUB LOCATED ON PUBLIC PROPERTY, INCLUDING THOSE LOCATED IN THE PUBLIC RIGHT-OF-WAY. HOWEVER, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PREVENT REASONABLE AND PROPER TRIMMING OF TREES AND SHRUBS LOCATED ON PUBLIC OR PRIVATE PROPERTY BY AUTHORIZED PERSONS IN ACCORDANCE WITH ACCEPTED ARBORICULTURAL AND HORTICULTURAL PRACTICES.
- NO PERSON SHALL ATTACH ANY SIGN, NOTICE, PLACARD, ELECTRICAL WIRE OR OTHER INJURIOUS DEVICE TO ANY TREE OR SHRUB LOCATED ON PUBLIC PROPERTY OR WITHIN A PUBLIC RIGHT-OF-WAY, NOR SHALL ANY PERSON CAUSE ANY SUBSTANCE HARMFUL TO TREES OR SHRUBS TO COME IN CONTACT WITH THEM, OR PREVENT WATER AND OXYGEN FROM REACHING THEIR ROOTS.

TOWN OF PARKER- VIOLATIONS

- ENFORCEMENT OF ANY PROVISION OF THIS SECTION SHALL BE IN ACCORDANCE WITH SECTION 13.03.040 OF THIS TITLE.
- THE REMOVAL OR DESTRUCTION OF EACH TREE AND SHRUB IN VIOLATION OF THE PROVISIONS OF THIS SECTION FOR EACH DAY THE VIOLATION HAS OCCURRED IN VIOLATION OF AN APPROVED TREE CONSERVATION PLAN BY THE TOWN SHALL BE CONSIDERED A SEPARATE OFFENSE.
- IN ADDITION TO THE REMEDIES DESCRIBED IN THIS SECTION, THE TOWN MAY REFUSE TO ISSUE ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY UNTIL THE VIOLATION IS CURED.

TOWN OF PARKER-TREE PROTECTION DURING DEVELOPMENT - SITE

- PRIOR TO THE START OF CONSTRUCTION, ALL TREES AND SHRUBS ON THE SITE SHALL BE CLEARLY IDENTIFIED IN THE FIELD AS EITHER "PRESERVE," "RELOCATE" OR "REMOVE" BY THE PROPERTY OWNER. TOWN STAFF SHALL VERIFY THE IDENTIFICATION OF TREES AND SHRUBS ACCORDING TO THE APPROVED TREE CONSERVATION PLAN. TREE OR SHRUB REMOVAL OR REPLACEMENT SHALL NOT COMMENCE UNTIL THE LANDOWNER HAS OBTAINED WRITTEN VERIFICATION OF THE FIELD IDENTIFICATIONS IN ACCORDANCE WITH THE APPROVED TREE CONSERVATION PLAN WITHIN THIRTY (30) DAYS OF WRITTEN NOTIFICATION OF FIELD STAKING. TREES AND SHRUBS TO BE SAVED MAY BE IDENTIFIED IN GROUPS.
- DURING DEVELOPMENT OR RAZING ACTIVITY, THE LANDOWNER SHALL CAUSE TO BE INSTALLED EFFECTIVE PROTECTION AROUND ALL TREE PRESERVATION AREAS AND SHALL FURTHER INSTALL MECHANISMS SUCH AS TREE WELLS (DEPENDENT UPON SPECIES), RETAINING WALLS OR OTHER STRUCTURES NECESSARY TO PROTECT INDIVIDUAL TREES AND SHRUBS DESIGNATED FOR PRESERVATION. SUCH PROTECTIVE MEASURES SHALL BE SPECIFIED ON THE TREE CONSERVATION PLAN AND SHALL BE DESIGNED AND INSTALLED IN A MANNER CONSISTENT WITH GOOD HORTICULTURAL PRACTICES AND SUBJECT TO THE APPROVAL OF THE PLANNING DIRECTOR, WITH A RECOMMENDATION FROM THE PARKS AND RECREATION DEPARTMENT.
- THE TOWN SHALL FIELD VERIFY ALL LOCATIONS, SIZES AND QUANTITIES OF REPLACEMENT OR RELOCATED TREES AND SHRUBS PRIOR TO THE WARRANTY PERIOD ACCEPTANCE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT. IF NO PUBLIC IMPROVEMENTS ARE INVOLVED, VERIFICATION SHALL OCCUR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. WARRANTY PERIOD ACCEPTANCE OR CERTIFICATES OF OCCUPANCY SHALL NOT BE AUTHORIZED UNTIL WRITTEN VERIFICATION OF COMPLIANCE WITH THE TREE CONSERVATION PLAN IS OBTAINED FROM THE TOWN.
- ANY REPLACEMENT OR RELOCATED TREE OR SHRUB WHICH DIES WITHIN ONE (1) YEAR OF WRITTEN VERIFICATION OF COMPLIANCE SHALL BE REPLACED WITHIN ONE (1) YEAR OR THE NEXT GROWING SEASON WITH THE SAME APPROVED SIZE AND SPECIES OF THE TREE OR SHRUB WHICH DIED. (H)ACTS HARMFUL TO TREES AND SHRUBS.



NOTES:

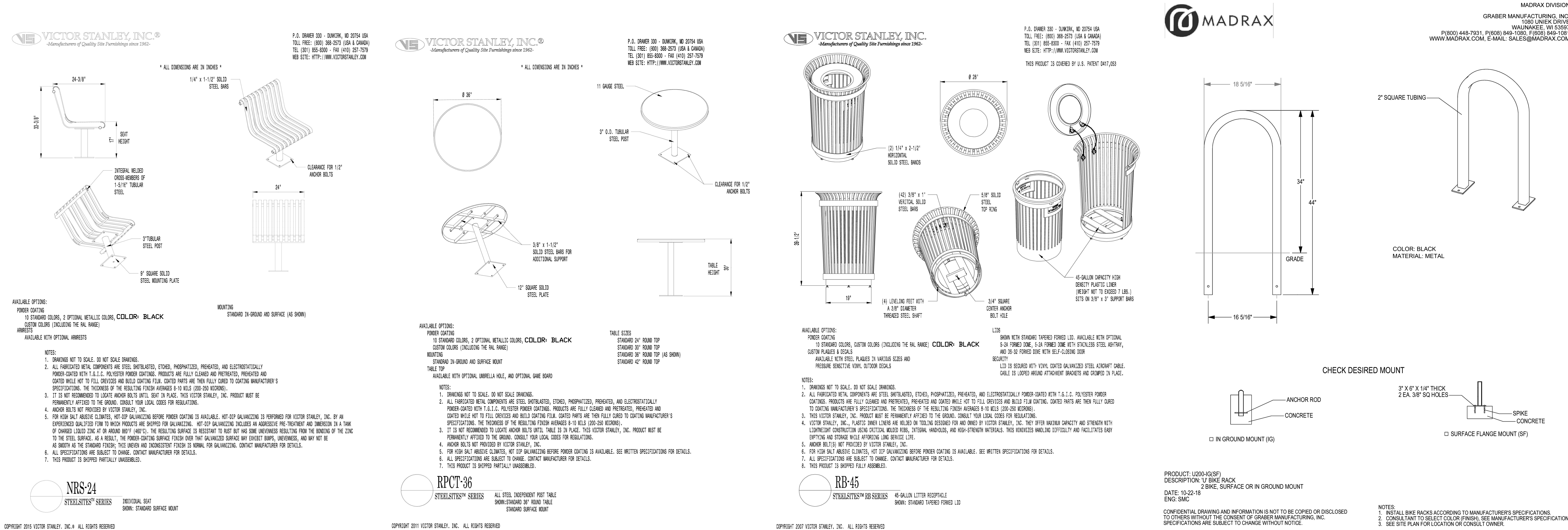
- FENCING HEIGHT MUST BE A MINIMUM OF 48".
- ATTACH "TREE PROTECTION AREA" SIGNS TO FENCING EVERY 50 FEET.
- CONSTRUCTION FENCE SHALL BE INSTALLED PRIOR TO OTHER BMP'S AND ANY LAND DISTURBING ACTIVITIES.
- ANY DAMAGED FENCE SHALL BE REPAIRED ON A DAILY BASIS.
- MULCH TO BE 'NATURAL WOOD MULCH' FROM A-1 ORGANICS.

04 TOWN OF PARKER TREE PROTECTION

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



01 CHAIR

NTS



Description

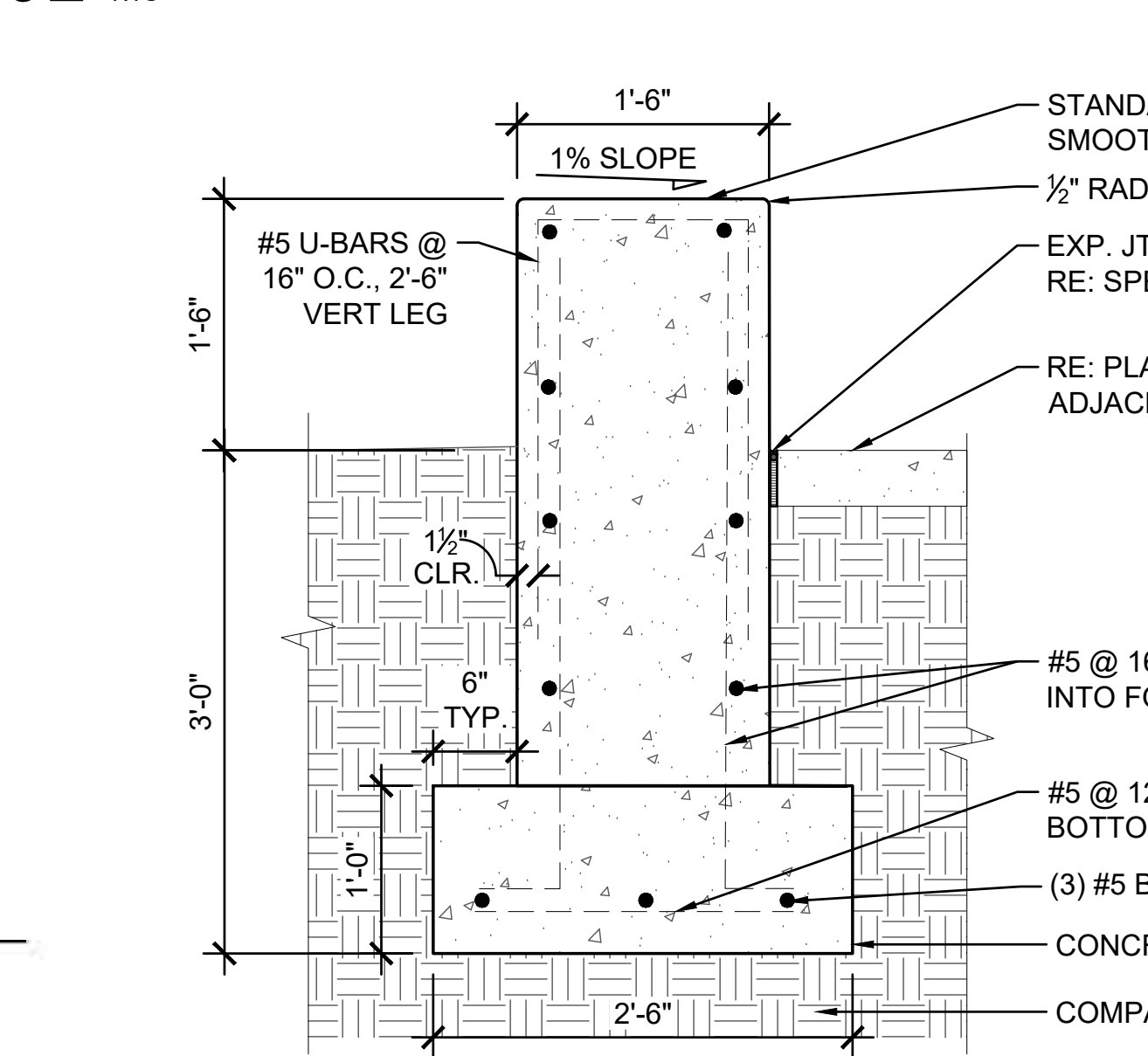
Impact-Rated Bollard, IP66, Class I, IK10. Marine-grade, all aluminum construction, 50E superior corrosion protection including PCS hardware, Silicone CCG® Controlled Compression Gasket. Polycarbonate lens. CAD-optimized indirect optics for superior illumination and glare control. Integral driver in thermally separated compartment. Factory-installed LED circuit board. SC40, PU40 0-10V Dimming. Luminaire spacing up to 35 ft; ideal for pathway lighting applications. Specify product with 7 Digit product code – Finish Color. Accessories, such as mounting, optical, and electrical, must be specified separately. Example: XXX-XXXX-9004 (Black) + XXX-XXXX (Accessory 1)

05 BOLLARD

NTS

02 PICNIC TABLE

NTS

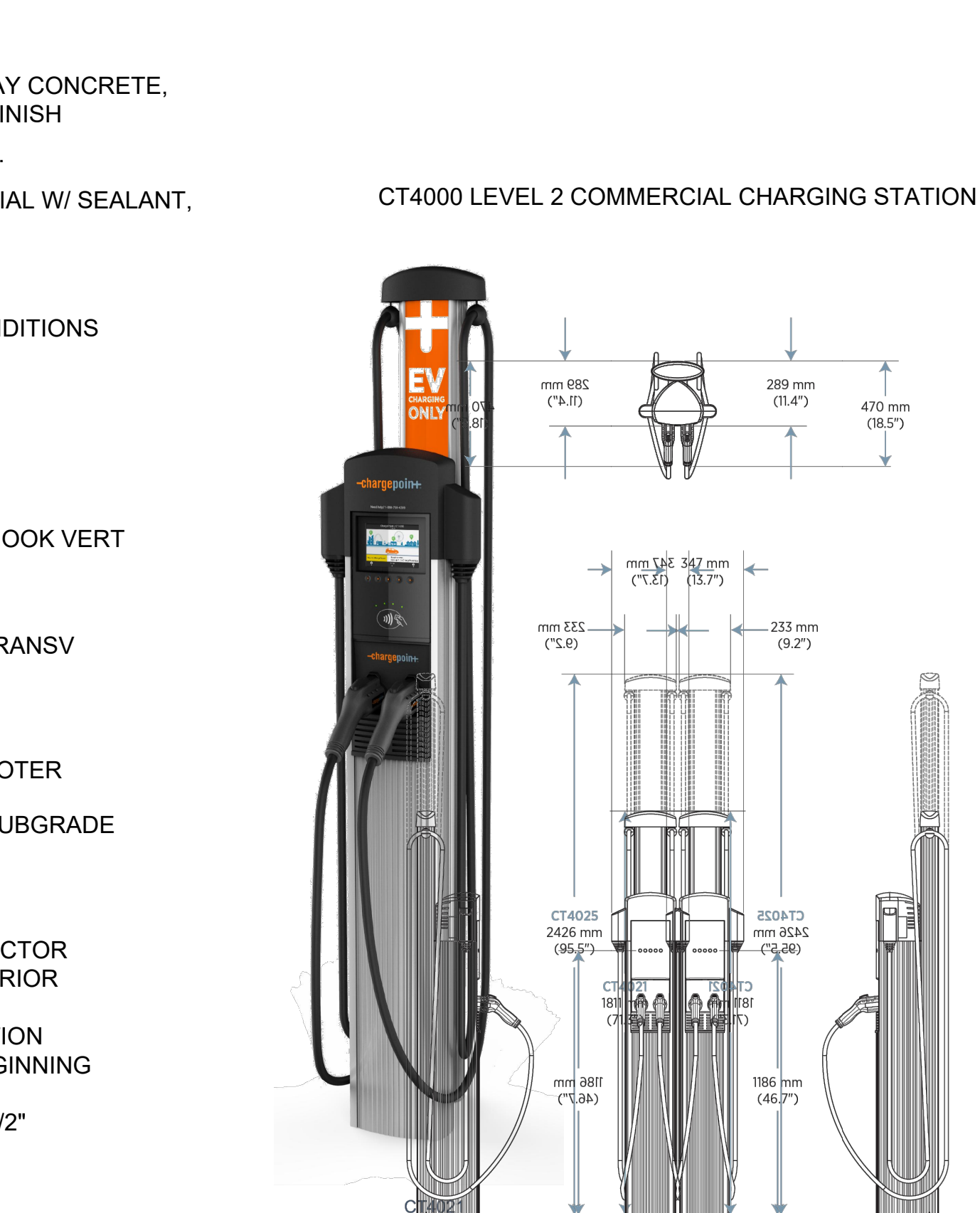


06 SEAT WALL

NTS

03 TRASH/RECYCLING RECEPTACLE

NTS

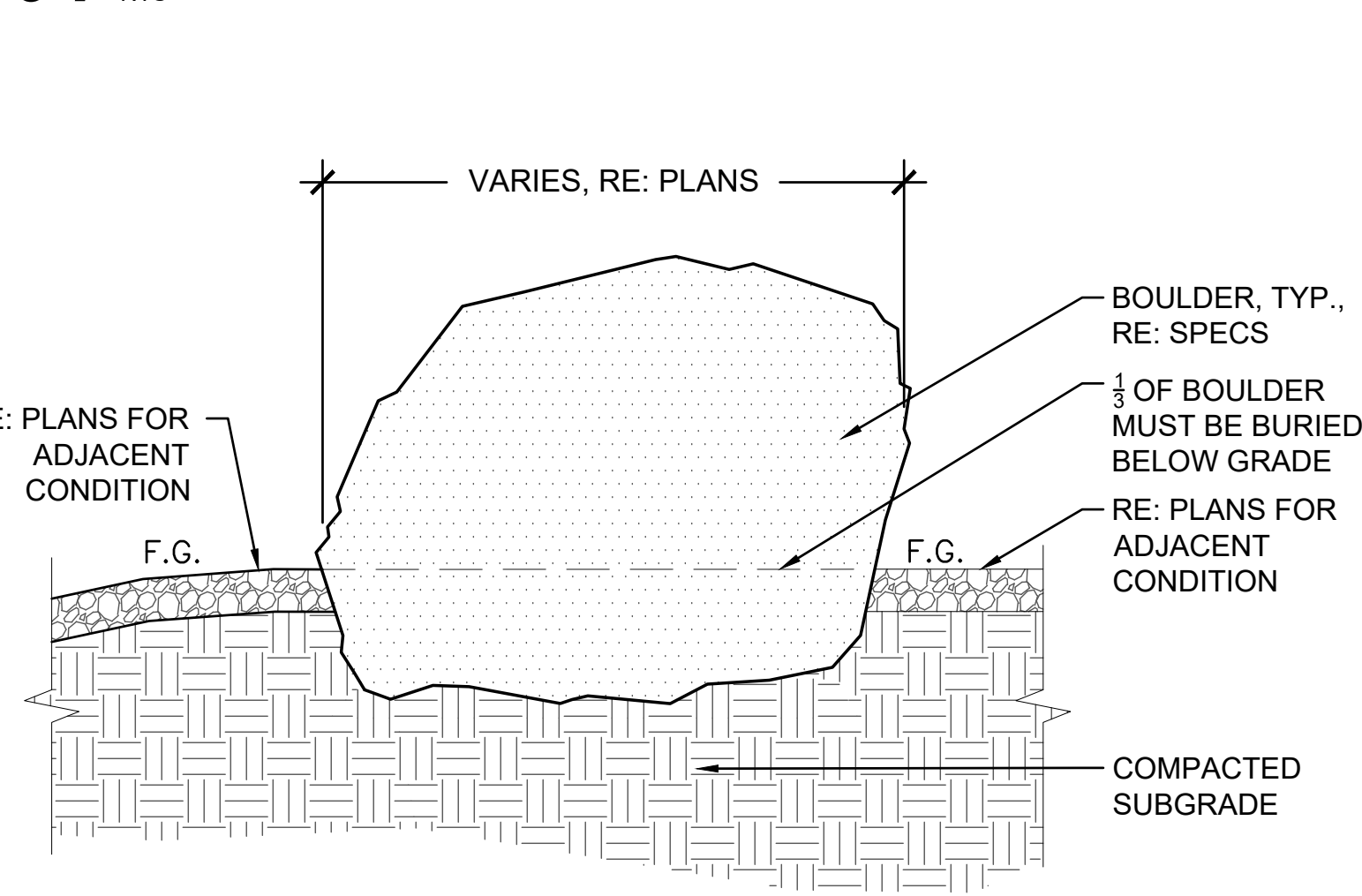


07 EV CHARGER

NTS

04 BICYCLE RACK

NTS



- NOTES:
1. COORDINATE BOULDER LOCATIONS IN THE FIELD WITH LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
2. TOP OF BOULDER ELEVATION SHOULD NOT EXCEED 30" IN HEIGHT FROM ADJACENT FINAL GRADE.
3. CONTRACTOR SHALL ANTICIPATE REHANDLING OF STONE BOULDERS TO ACHIEVE DESIRED DESIGN INTENT.

08 LANDSCAPE BOULDER

NTS

AndersonMasonDale Architects

Parker Town Hall Expansion

Parker, CO

22-093

Town of Parker

20120 Mainstreet

Parker, CO 80138

Architect

AndersonMasonDale Architects, P.C.

3198 Speer Boulevard

Denver, CO, 80211

Telephone: 303-294-9448

Civil Engineer

S.A. Miro, Inc.

4582 S. Ulster Street #750

Denver, CO 80237

Telephone: 303-741-3737

Landscape Architect

Wenk Associates

1130 31st Street #101

Denver, CO 80205

Telephone: 303-628-0003

Structural Engineer

KL&A, Inc.

1717 Washington Ave.

Golden, CO 80401

Telephone: 303-384-9910

Mechanical + Plumbing Engineer

The Ballard Group, Inc.

2525 S. Wadsworth Blvd. #200

Lakewood, CO 80227

Telephone: 303-988-4514

Electrical Engineer + Technology

AE Design

1900 Wazee Street #205

Denver, CO 80202

Telephone: 303-296-3034

Issue	Date
SDP	02 NOVEMBER 2023
SDP	05 FEBRUARY 2024
SDP	15 APRIL 2024

Project Number:	22-093
Drawn By:	JM
Reviewed By:	TS
Approved By:	TS

LANDSCAPE DETAILS

8

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

IRRIGATION SCHEDULE				
SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
	RAIN BIRD	RD-12-S-P30 WITH MATCHED PRECIPITATION RATE SERIES NOZZLE	HI-POP SPRAY HEAD	7
	RAIN BIRD	RD-12-S-P30 WITH 55T, CORNER SERIES NOZZLE	HI-POP SPRAY HEAD	7
	HUNTER	I-20-12 WITH #MFR25 MATCHED PRECIPITATION NOZZLE (RED)	HI-POP GEAR DRIVEN ROTOR	8
	HUNTER	I-20-12 WITH #MFR30 MATCHED PRECIPITATION NOZZLE (GREEN)	HI-POP GEAR DRIVEN ROTOR	8
	HUNTER	I-20-12 WITH #4 NOZZLE (BLUE)	HI-POP GEAR DRIVEN ROTOR	8
	RAIN BIRD	EFB-CP WITH NIBCO BALL VALVE	ELECTRIC CONTROL VALVE	6
	RAIN BIRD	44-LRC	QUICK COUPLING VALVE	2
	WEATHERTRAK	OPTIFLOW XR	ELECTRIC CONTROLLER	5
N/S	OLDCASTLE / CARSON	REFER TO SPECIFICATIONS AND DETAILS	VALVE BOXES	VARIOUS
N/S	AY MACDONALD	76001 - 1/4 TURN - 1"	MANUAL DRAIN VALVE	1
		LINE SIZE - 2 1/2" AND SMALLER	GATE VALVE	3
	RAIN BIRD	EFB-CP - 1.5"	MASTER CONTROL VALVE	20
	WEATHERTRAK	FLOW HD- KITFLOWHD-P-150	FLOW SENSOR	4
		CLASS 200 BE - 2 1/2" & SMALLER	PVC MAINLINE	18
		CLASS 160	PVC SLEEVE	19
		CLASS 200 BE	PVC LATERAL	18
		CLASS 200 BE	SUBSURFACE HEADER PIPE - 1" PVC	16 & 18
	RAIN BIRD	EFB-CP-FRS-D - 1"	SUBSURFACE VALVE ASSEMBLY	10
	SPEARS	2121-005	DRIP LINE BLOW-OUT FLUSH VALVE	17
	NETAFIM	TLCV6-12 RINGS SPACED PER DETAIL	SUBSURFACE DRIPLINE RING - TREE	16
	NETAFIM	TLCV6-18 ROWS SPACED 18"	SUBSURFACE DRIPLINE	11, 12,, 13, 14, 15
			14 AVG DIRECT BURY CONTROL WIRES	
			WIRE SPLICE BOX	9
			EXISTING BACKFLOW DEVICE	
			EXISTING CONTROLLER	
			EXISTING CONTROL VALVE	
			EXISTING MAINLINE	
			CONTROLLER & STATION NO. CONTROL VALVE SIZE	
	A (controller)		NUMBER OF SPARE WIRES - 2 CONTROL AND 1 SPARE WIRES TO INDICATED CONTROLLER - SEE CONSTRUCTION NOTES	

IRRIGATION CONSTRUCTION NOTES

1. DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY WENK. 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, THEY ASSUME 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 TESTED THE STATIC WATER PRESSURE AND IS FOUND TO BE 40 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 OR ANY VARIATIONS FROM THIS PRESSURE, THEN THEY ASSUME ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 40 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.
- | | |
|----------------------|--|
| BLUEGRASS TURF | 2.48" PER WEEK PEAK SEASON |
| ORNAMENTAL PLANTINGS | 1.24" PER WEEK PEAK SEASON |
| NATIVE SEED MIXES | 1.15" 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 SLEEVEING 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 5'-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. IE. GREEN IN TURF, TAN IN ROAD MILCH, GRAY IN STONE MILCH, 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.
6. 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 SERVING 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.
7. 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.
8. POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 18 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 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. INSTALL LOW FLOW 'SQ' SERIES NOZZLES WITH SQUARE SHORT RADIUS PATTERN WHERE INDICATED AT SPACING SHOWN. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.
9. UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.
10. SLEEVEING - ALL SLEEVEING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVEING 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 SLEEVEING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.
- | SLEEVED PIPE SIZE/WIRE QUANTITY | REQUIRED SLEEVE SIZE & QUANTITY |
|---------------------------------|---------------------------------|
| 3/4" - 1 1/2" PIPING | 2" PVC (1) |
| 1 1/2" - 2" PIPING | 4" PVC (1) |
| 1-25 CONTROL WIRES | 2" PVC (1) |
| 26-50 CONTROL WIRES | 3" PVC (1) |
| COMMUNICATION CABLE | 2" PVC (1) |
11. SPARE CONTROL WIRES - CONTRACTOR SHALL EXTEND FOUR SPARE WIRES (2 COMMON AND 2 CONTROL WIRES) FROM EACH CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN 10' ROUND VALVE BOX WITH QUICK COUPLING VALVE. REFER TO SPECIFICATIONS FOR WIRE COLOR. SEE IRRIGATION SCHEDULE FOR ADDITIONAL INFORMATION.
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. DO NOT CONSTRUCT ANY PORTIONS OF THE IRRIGATION OFF OF PLANS MARKED NOT FOR CONSTRUCTION OR FOR REVIEW ONLY. FAILURE TO VERIFY CURRENT PLANS MAY RESULT IN RECONSTRUCTION AT CONTRACTOR'S EXPENSE. WHERE REQUIRED BY CITY, TOWN OR WATER DISTRICT ENTITY, CONTRACTOR SHALL CONSTRUCT ONLY OFF PLANS STAMPED WITH APPROVAL. REVISIONS TO APPROVED OR STAMPED PLANS SHALL CONFORM TO FIELD CHANGE PROCEDURES AND DOCUMENTATION.
14. EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING NEW INSTALLATION. REPAIR OR REPLACEMENT SHALL BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND PAID FOR BY THE LANDSCAPE CONTRACTOR.
15. EXISTING IRRIGATION COORDINATION - EXISTING IRRIGATION SYSTEM SHALL NOT BE TURNED OFF FOR MORE THAN 24 HOURS MAXIMUM. CONTRACTOR SHALL COORDINATE TURN OFF OF SYSTEM WITH OWNER OR MAINTENANCE STAFF 12 HOURS PRIOR TO ANY NEW CONSTRUCTION.
16. EXISTING TREE IRRIGATION - CONTRACTOR SHALL PROVIDE IRRIGATION DURING CONSTRUCTION TO EXISTING TREES AS REQUIRED BY TOWN OF PARK FORESTRY STANDARDS.
17. 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.
18. 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.
19. CITY DETAILS - HYDROSYSTEMS*KDI WILL BE RESPONSIBLE FOR THE IRRIGATION DESIGN ITSELF. ALL DETAILS ARE STANDARD DETAILS DESIGNED AND SPECIFIED BY THE APPLICABLE GOVERNING AUTHORITY. CITY OF PARKER. HYDROSYSTEMS*KDI DID NOT DESIGN AND SPECIFY THIS DETAIL. HYDROSYSTEMS*KDI IS NOT RESPONSIBLE, AND ACCEPTS NO RESPONSIBILITY, FOR THE SELECTION AND SPECIFICATION OF THIS DETAIL, AND HYDROSYSTEMS*KDI MAKES NO REPRESENTATIONS WITH REGARD TO THIS DETAIL.
20. 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.
21. PRESSURE TESTING - CONDUCT MAINLINE TEST IN PRESENCE OF CONSULTANT. ARRANGE FOR PRESENCE OF CONSULTANT 48 HOURS IN ADVANCE OF TESTING. SUPPLY FORCE PUMP AND ALL OTHER TEST EQUIPMENT. COMPRESSED AIR SHALL NOT BE USED FOR PRESSURE TESTING SYSTEM.
- 25.1 AFTER BACKFILLING, AND INSTALLATION OF ALL CONTROL VALVES, FILL PRESSURE SUPPLY LINE WITH WATER, AND PRESSURIZE TO 40 PSI OVER THE DESIGNATED STATIC PRESSURE OR 120 PSI, WHICHEVER IS GREATER, FOR A PERIOD OF 2 HOURS.
- 25.2 LEAKAGE, PRESSURE LOSS - TEST IS ACCEPTABLE IF NO LOSS OF PRESSURE IS EVIDENT DURING THE TEST PERIOD.
- 25.3 LEAKS - DETECT AND REPAIR LEAKS.
- 25.4 RETEST SYSTEM UNTIL TEST PRESSURE CAN BE MAINTAINED FOR DURATION OF TEST.
- 25.5 BEFORE FINAL ACCEPTANCE, PRESSURE SUPPLY LINE SHALL REMAIN UNDER PRESSURE FOR A PERIOD OF 48 HOURS.
- 25.6 PRESSURE TEST SHALL BE SCHEDULED AND PASSED PRIOR TO SCHEDULING OF SUBSTANTIAL COMPLETION WALK-THROUGH.
22. CITY DETAILS - HYDROSYSTEMS*KDI WILL BE RESPONSIBLE FOR THE IRRIGATION DESIGN ITSELF. DETAILS #1, #2, #5-#16 ARE STANDARD DETAILS DESIGNED AND SPECIFIED BY THE APPLICABLE GOVERNING AUTHORITY, TOWN OF PARKER. HYDROSYSTEMS*KDI DID NOT DESIGN AND SPECIFY THIS DETAIL. HYDROSYSTEMS*KDI IS NOT RESPONSIBLE, AND ACCEPTS NO RESPONSIBILITY, FOR THE SELECTION AND SPECIFICATION OF THIS DETAIL, AND HYDROSYSTEMS*KDI MAKES NO REPRESENTATIONS WITH REGARD TO THIS DETAIL.

AndersonMasonDale Architects

Parker Town Hall Expansion
Parker, CO 22-093
Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect
AndersonMasonDale Architects, P.C.
3186 Speer Boulevard
Denver, CO 80211
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 51st Street #101
Denver, CO 80205
Telephone: 303-628-0000

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

wenk ASSOCIATES

Issue	Date
SCHEMATIC DESIGN	01 MAY 2023
DESIGN DEVELOPMENT	21 OCT 2023
GMP/PERMIT DRAWINGS	17 MAY 2024

NOT FOR CONSTRUCTION

Project Number:	22-093
Drawn By:	EWP
Reviewed By:	JB/KD
Approved By:	JB/KD

IRRIGATION NOTES AND SCHEDULE

DIRECTORY

IRRIGATION SCHEDULE	IR-000
IRRIGATION NOTES	IR-000
IRRIGATION PLANS	IR-101
IRRIGATION DETAILS	IR-201 - IR-202



PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

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 10' LF. OF CONTROLLER LOCATION FROM BUILDING. BY OTHERS REMEP. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. CONFIRM EXISTING CONTROL ZONE QUANTITY TO REMAIN OPERATIONAL WITH TOWN PERSONNEL. DUE TO THE CHANGE OF THE CONTROLLER LOCATION, EXISTING CONTROL WIRES MAY REQUIRE EXTENSION AND RECONNECTION TO THE NEW CONTROLLER LOCATION. EACH EXISTING CONTROL WIRE SHALL BE TONED AND CONFIRMED FOR USE BY EXISTING ZONES. INSTALL NEW CONTROL WIRES AND SPARES AS NECESSARY TO NEW CONTROL VALVES. COORDINATE TOTAL CONTROLLER CAPACITY WITH TOWN OF PARKER PERSONNEL. LOCATE SHIELDED CABLE FROM NEW FLOW SENSOR AND CONNECT TO DATA RETRIEVAL UNIT LOCATED IN ASSOCIATED CONTROLLER. LOCATE MASTER VALVE WIRES WITH SPARES AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN ASSOCIATED CONTROLLER. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE WEATHER SENSOR ON BUILDING WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE.

- 1** EXISTING POINT OF CONNECTION #1 - 1.5"
PEAK FLOW REQUIREMENT: 38 GPM. REQUIRED STATIC PRESSURE: 90 PSI
CONTRACTOR SHALL FIELD LOCATE EXISTING 1.5" BACKFLOW PREVENTER AT THIS APPROXIMATE LOCATION. CUT EXISTING MAINLINE DOWNSTREAM OF BACKFLOW AND ISOLATION GATE VALVE AND REMOVE EXISTING MASTER VALVE, FLOW SENSOR AND OTHER EXISTING EQUIPMENT AND TURN THEM OVER TO OWNER. MAKE NEW 2.5" CLASS 200 PVC MAINLINE CONNECTION TO EXISTING 1.5" BACKFLOW PREVENTER WITH THREADED SCHEDULE 40 PVC ADAPTER AND ROUTE NEW 2.5" MAINLINE AND MAKE CONNECTION TO EXISTING MAINLINE AS SHOWN. INSTALL ONE NEW 1.5" FLOW SENSOR, GATE VALVE, QUICK COUPLER VALVE, AND 1.5" MASTER VALVE AS SHOWN. THE CONTROLLER PLATFORM FOR THIS PROJECT HAS NOT BEEN DETERMINED. EXTEND ONE PE84 SHIELDED CABLE FROM FLOW SENSOR TO DATA RETRIEVAL UNIT LOCATED IN ASSOCIATED CONTROLLER. EXTEND 4 UTILITIES WIRE (TWO ORANGE AND TWO BLUE) AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN ASSOCIATED CONTROLLER. 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.
- 2** FIELD LOCATE EXISTING 2.5" MAINLINE AT THIS APPROXIMATION. CUT AND CAP BOTH SIDES OF THE MAINLINE EXTENDING SOUTH TO THE EXISTING IRRIGATION TAP.
- 3** CUT AND CAP EXISTING 2" IRRIGATION WATER SUPPLY, IN MECHANICAL ROOM, DOWNSTREAM OF EXISTING 2" IRRIGATION BACKFLOW PREVENTER.
- 4** ABANDON EXISTING 2.5" MAINLINE AND CONTROL WIRES IN THIS AREA, REMOVE EXISTING CONTROL VALVES AND TURN THEM OVER TO TOWN OF PARKER.
- 5** FIELD LOCATE EXISTING 2" MAINLINE TERMINATIONS AT THIS APPROXIMATE LOCATION. RECONNECT MAINLINES USING MECHANICAL JOINTS PER CITY SPECIFICATIONS, RECONNECT (4) EXISTING CONTROL WIRES, ROUTE (2) NEW COMMON AND (2) NEW SPARE WIRES TO THIS LOCATION, MAKE ALL WIRE SPLICES IN SPLICE BOX. PROTECT EXISTING GATE VALVES DURING CONSTRUCTION.
- 6** FIELD LOCATE EXISTING MAINLINE AT THIS APPROXIMATE LOCATION. CUT MAINLINE AND MAKE NEW 2" CLASS 200 PVC MAINLINE CONNECTION TO EXISTING WITH A SCHEDULE 40 TEE FITTING, ROUTE (6) NEW CONTROL WIRES, (2) NEW COMMON WIRES, AND (2) NEW SPARE WIRES TO THIS LOCATION AND EXTEND TO NEW VALVES, MAKE ALL WIRE SPLICES IN SPLICE BOX.
- 7** INSTALL NEW SPRINKLER ZONES IN THIS AREA TO BLEND INTO EXISTING NATIVE SPRINKLER COVERAGE, CONTACT DESIGNER FOR DIRECTION IF NECESSARY.
- 8** ADJUST EXISTING SPRINKLERS IN THIS AREA TO MATCH NEW HARDSCAPE AND PLANTING ALIGNMENT, REPAIR EXISTING IRRIGATION EQUIPMENT DAMAGED BY NEW CONSTRUCTION AND WIRE TRENCHING.
- 9** REMOVE EXISTING CONTROLLER AT THIS APPROXIMATE LOCATION AND TURN IT OVER TO CITY OF PARKER PERSONNEL. CUT AND TERMINATE ALL CONTROL WIRES IN SPLICE BOX.
- 10** FIELD LOCATE EXISTING 2" CLASS 200 PVC MAINLINE AND INSTALL NEW CONTROL CONTROL VALVE AS SHOWN, RUN NEW CONTROL WIRE TO SERVE NEW VALVE AND INSTALL SPARES, PULLING SPARES INTO NEW VALVE BOX.
- 11** TRENCH NEW CONTROL WIRES NEXT TO EXISTING MAINLINE ROUTING, OFFSET BY 2", REPLACE AND REPAIR EXISTING IRRIGATION EQUIPMENT DAMAGED BY NEW CONSTRUCTION AND WIRE TRENCHING.

AndersonMasonDale
Architects

Parker Town Hall
Expansion
Parker, CO
22-093
Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80202
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4582 S. Ute Street #750
Denver, CO 80227
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0009

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-295-3034

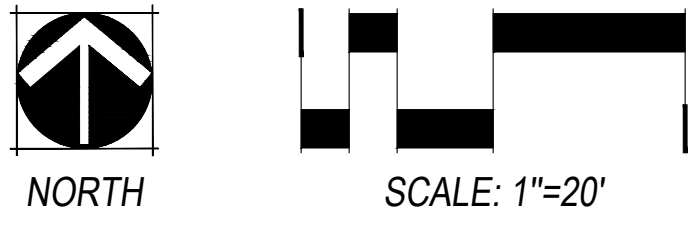
wenk
ASSOCIATES

Issue Date
SCHEMATIC DESIGN 01 MAY 2023
DESIGN DEVELOPMENT 21 OCT 2023
GMP/PERMIT DRAWINGS 17 MAY 2024

NOT FOR CONSTRUCTION

Project Number: 22-093
Drawn By: EWP
Reviewed By: JBK/D
Approved By: JBK/D

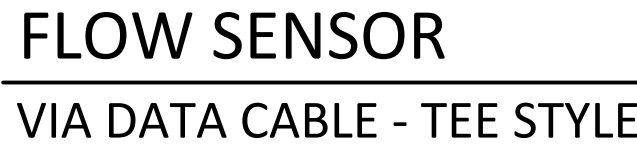
IRRIGATION PLAN



DIRECTORY	
IRRIGATION SCHEDULE	IR-000
IRRIGATION NOTES	IR-000
IRRIGATION PLANS	IR-101
IRRIGATION DETAILS	IR-201 - IR-202

SITE PLAN SUBMITTAL

**AndersonMasonDale
Architects**

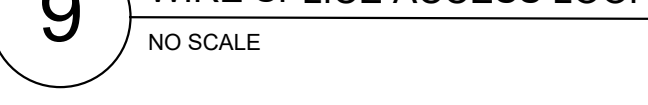


SEE ELECTRICAL ENGINEERING DRAWINGS FOR NEW
AND RELOCATED CONTROLLER ELECTRICAL SERVICE

LEAVE **6" AWG SOLID BARE** CORD GRONDING WIRE IN **1" SOH-40 P.V.C.** CONDUIT TO **12" BEYOND SLAB**.
 PREFERABLY **CONCRETE** PEDESTAL MOUNT CORD
 ENCLOSURE, SECURE TO SLAB PER MFG.
 INSTRUCTIONS. SECURE W/ G.F.I. BREAKER

INSTALL 2 TYPES 5/8" Ø 10" LONG CORD GRONDING
 RODS IN CARBON NUT, **W/ 2" LONG** BOLT W/ BOLT
 DOWN TAPS **CORNER** GRONDING ROD. GROND RODS
 TO BE SET **20" APART** STARTING **12"** FROM ENCLOSURE
 TO **20"** FROM **20"** FROM OFF SET PLATE. **NO**
ELECTR1991, BURIED 30" DEEP OFF SET AT **40**
 DEGREES TO RODS **8"** FROM ENCLOSURE. **ROD**
 GROND TO CONTROLLER AND ENCLOSURE PER MFG'S
 RECOMMENDATIONS.

48" SQUARE, 4" THICK, READY MIX CONCR.
ENCLOSURE, SIDEWALK, OWNER TO INSURE AT
CONDUIT SWEEPS PRIOR TO POUR. SUBMIT
TO S&S P&P. PER ASTM D-668 UNDER AT



IR-000
IR-000
IR-101
IR-201 - IR-200

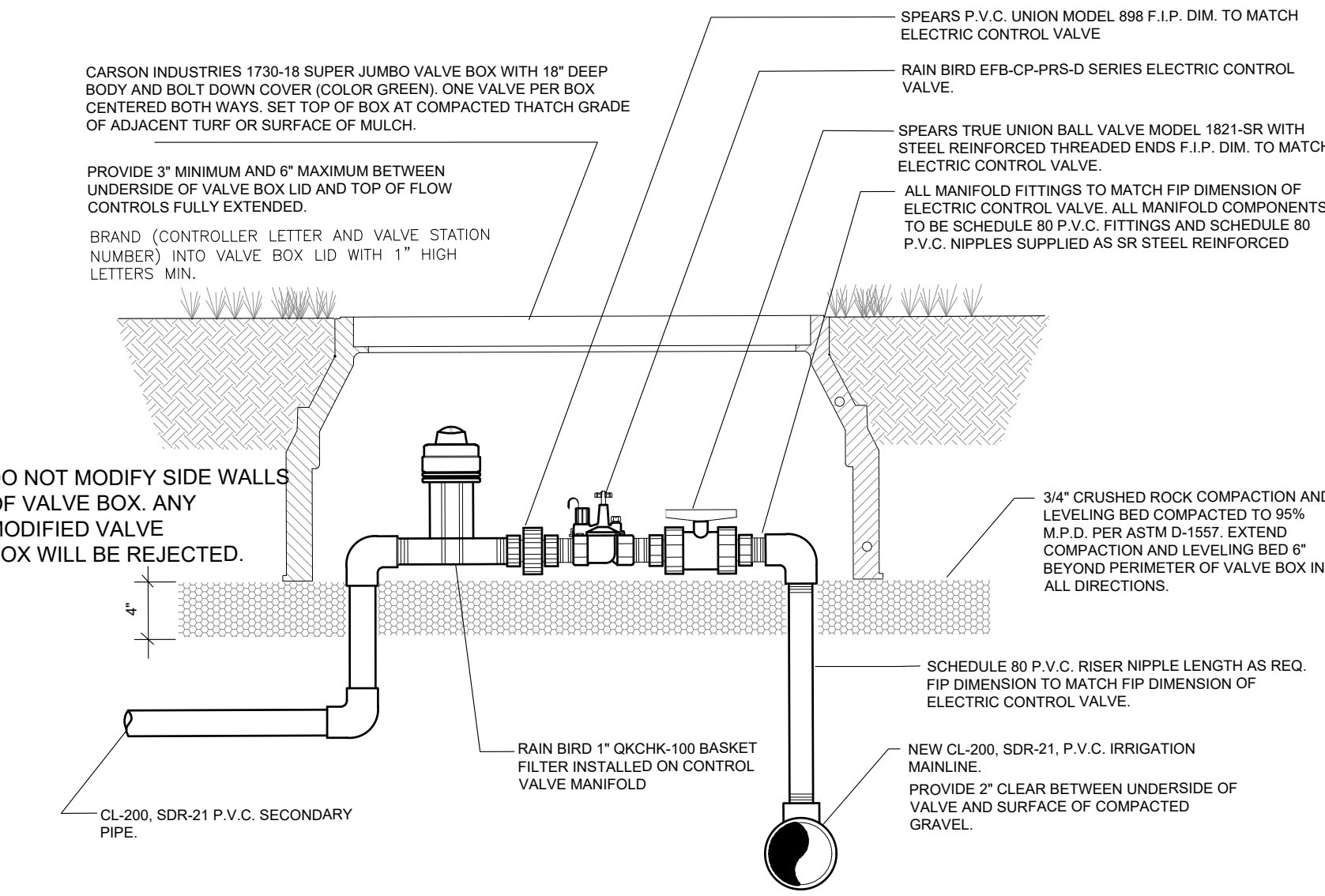
11

Know what's below.
Call before you dig.

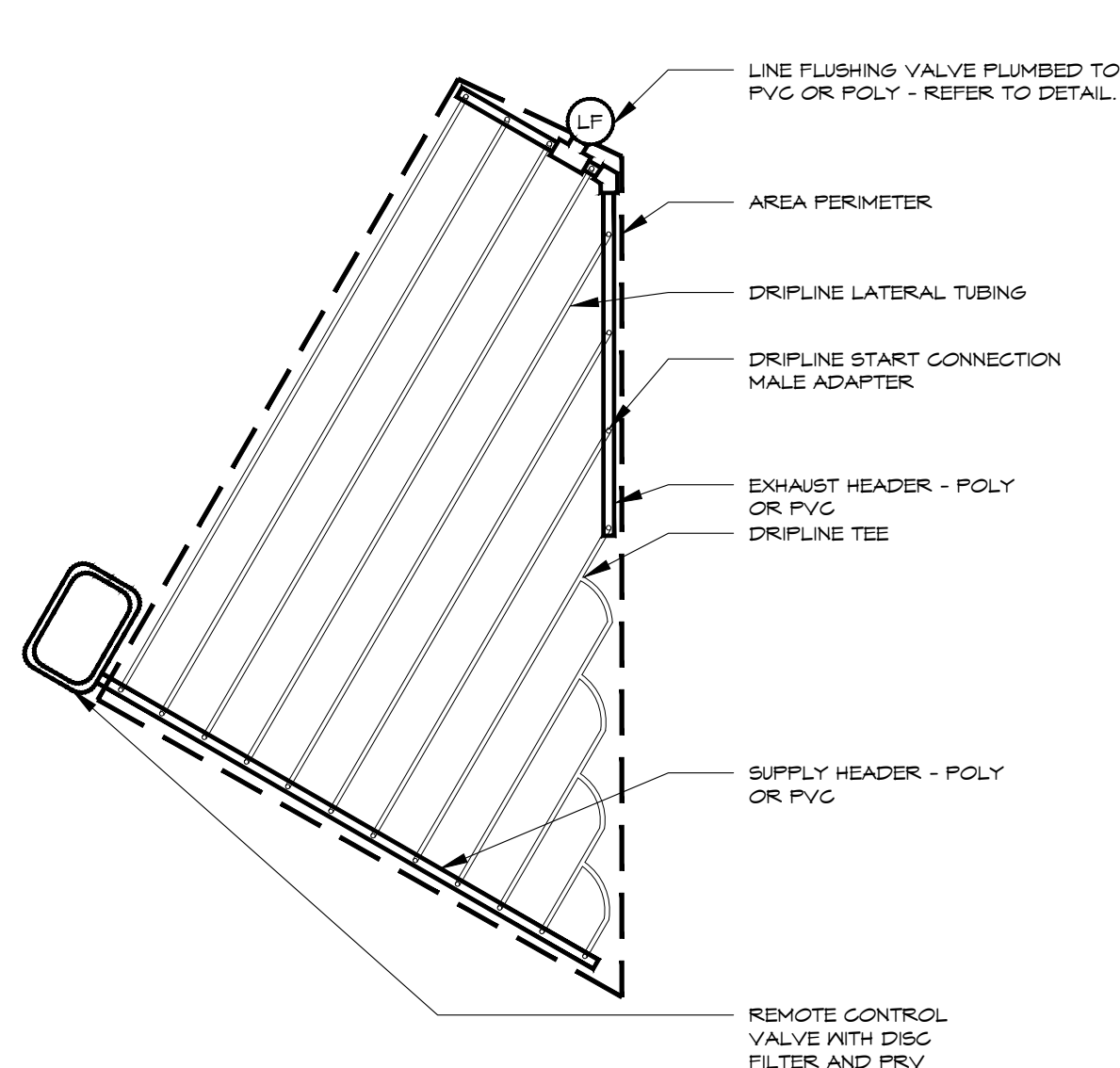


PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

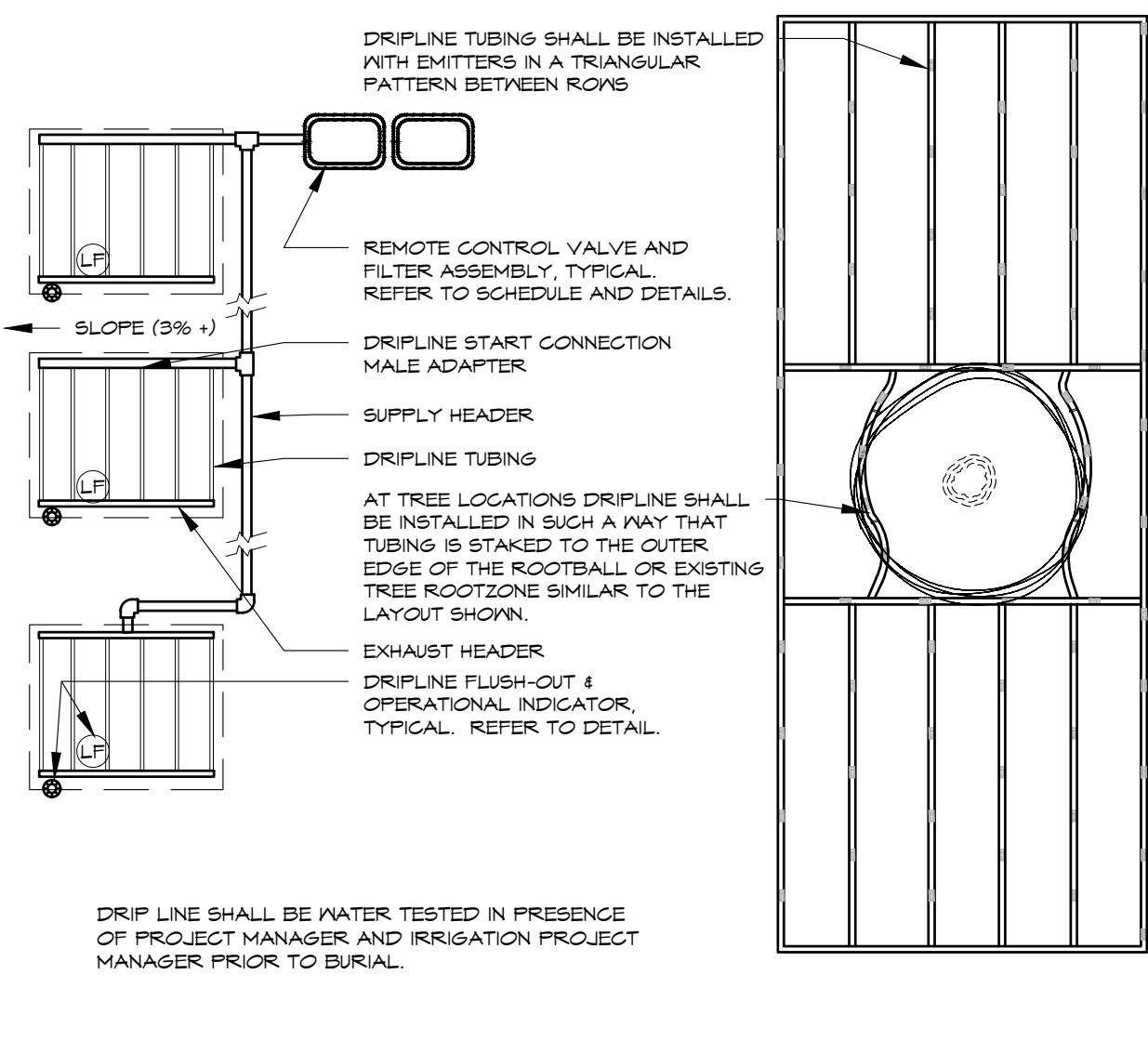
PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



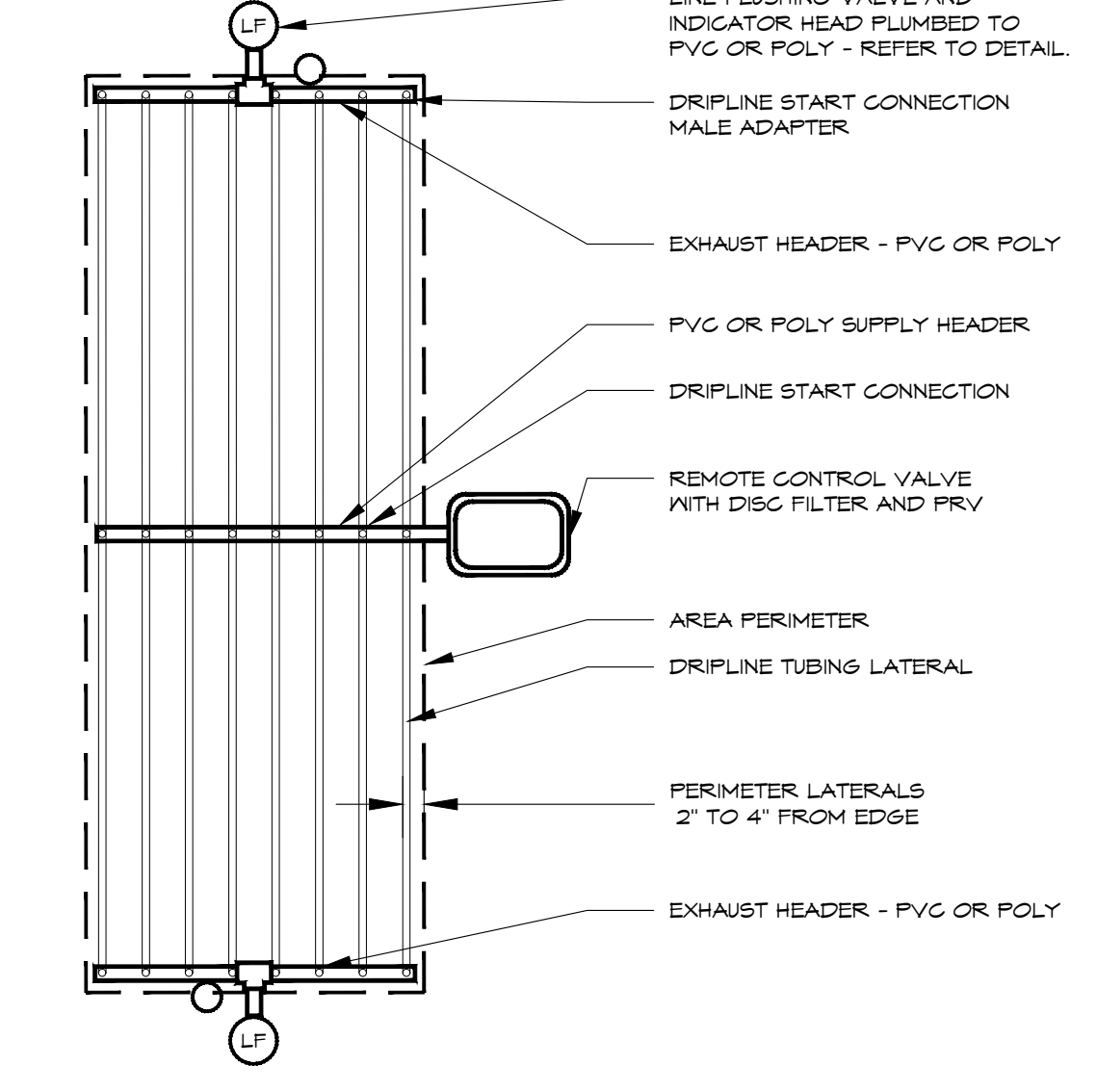
10 ELECTRIC CONTROL VALVE FOR DRIPPER LINE ZONES
NO SCALE



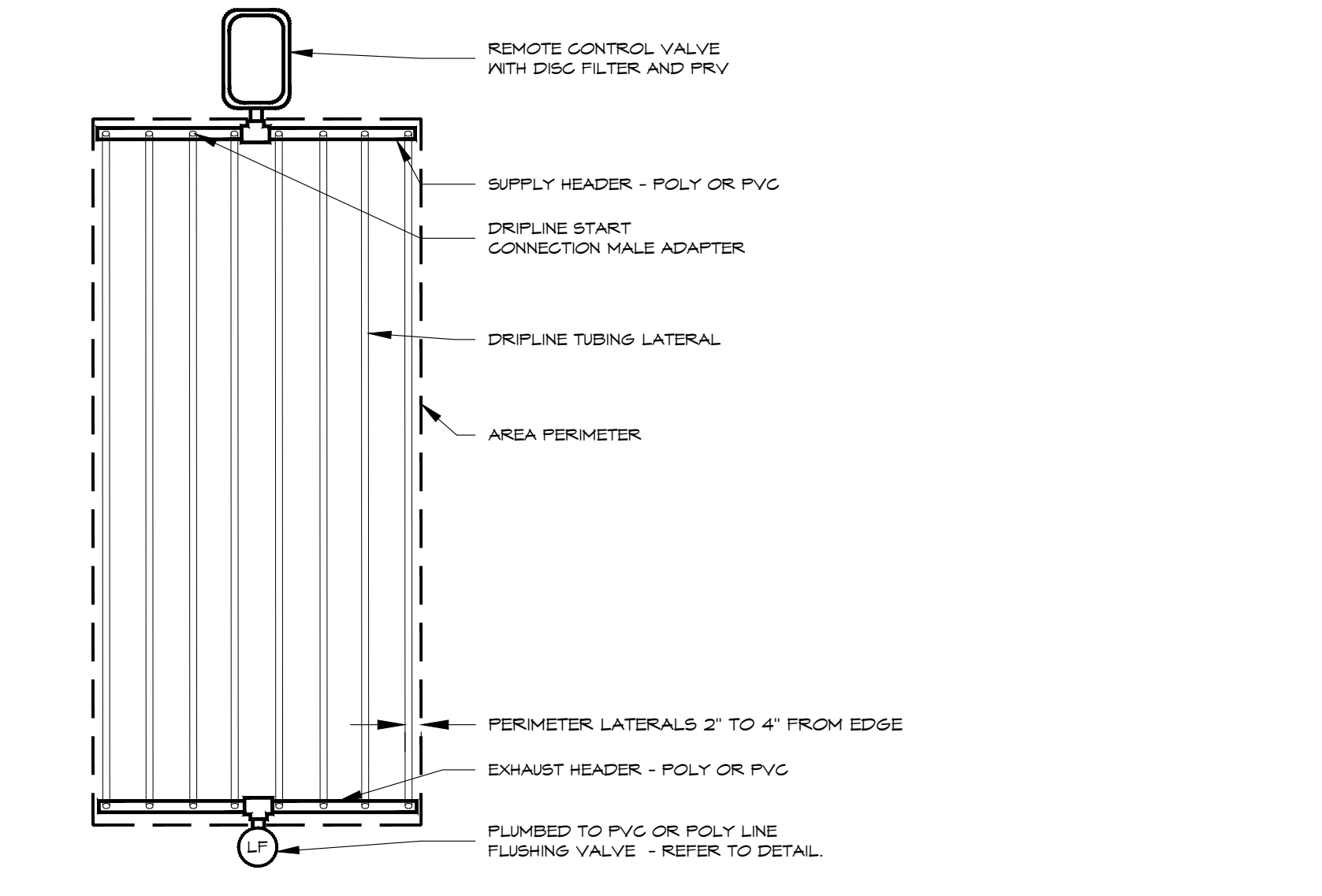
11 SUBSURFACE DRIP - TOP VIEW
IRREGULAR AREAS
NO SCALE



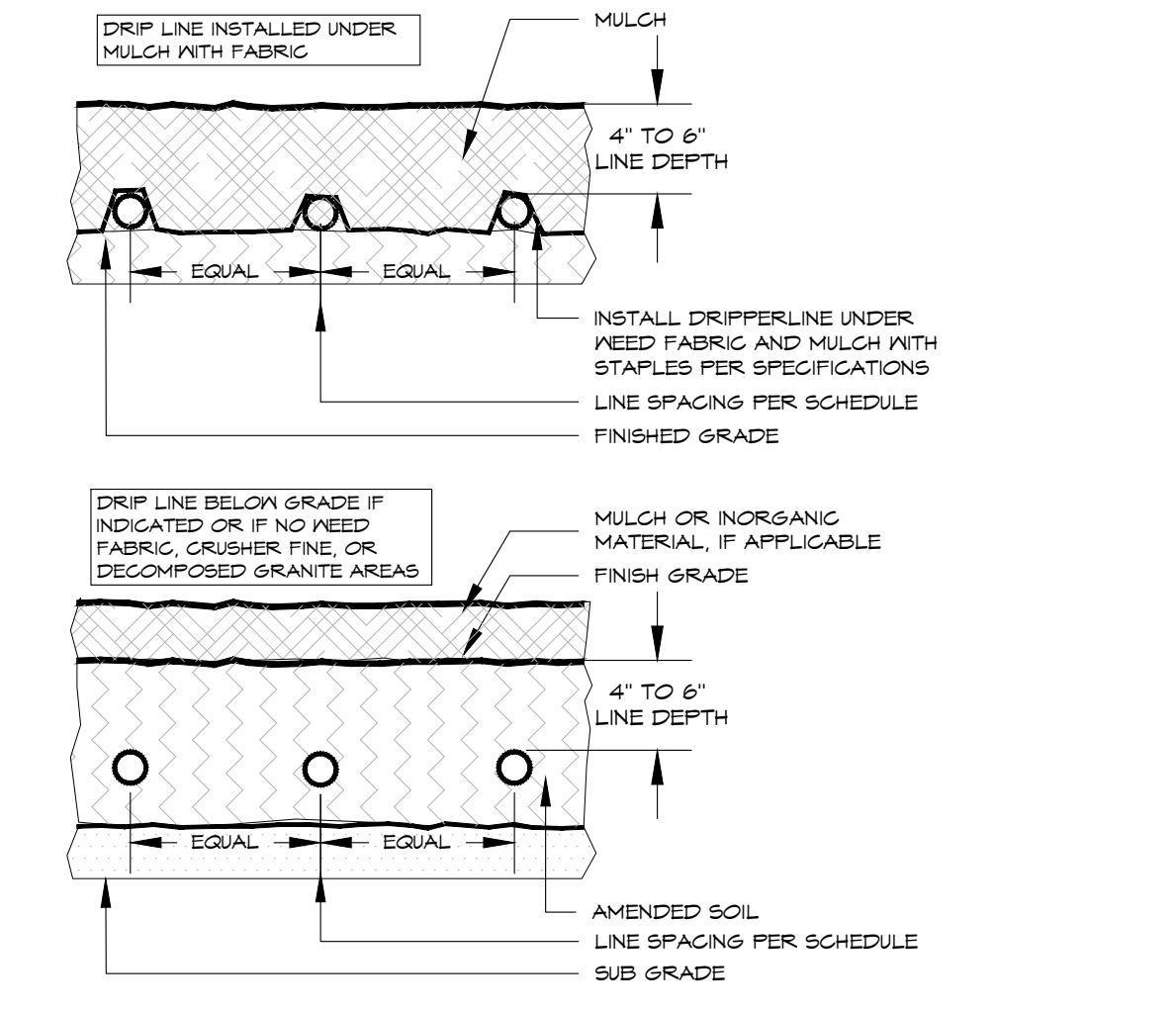
12 EMITTER TUBING LAYOUT
AREAS AROUND TREES
NO SCALE



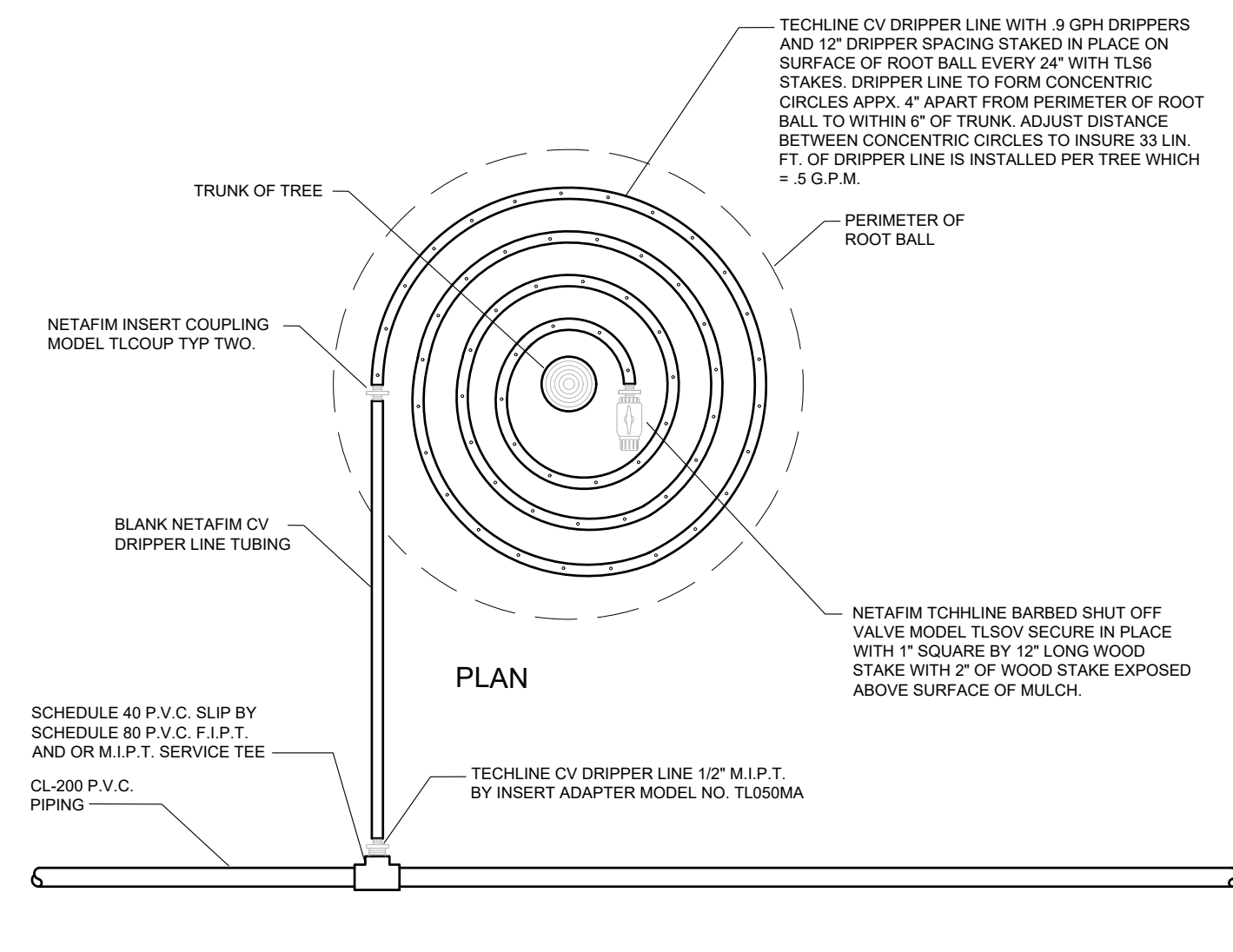
13 SUBSURFACE DRIP - TOP VIEW
CENTER FEED LAYOUT
NO SCALE



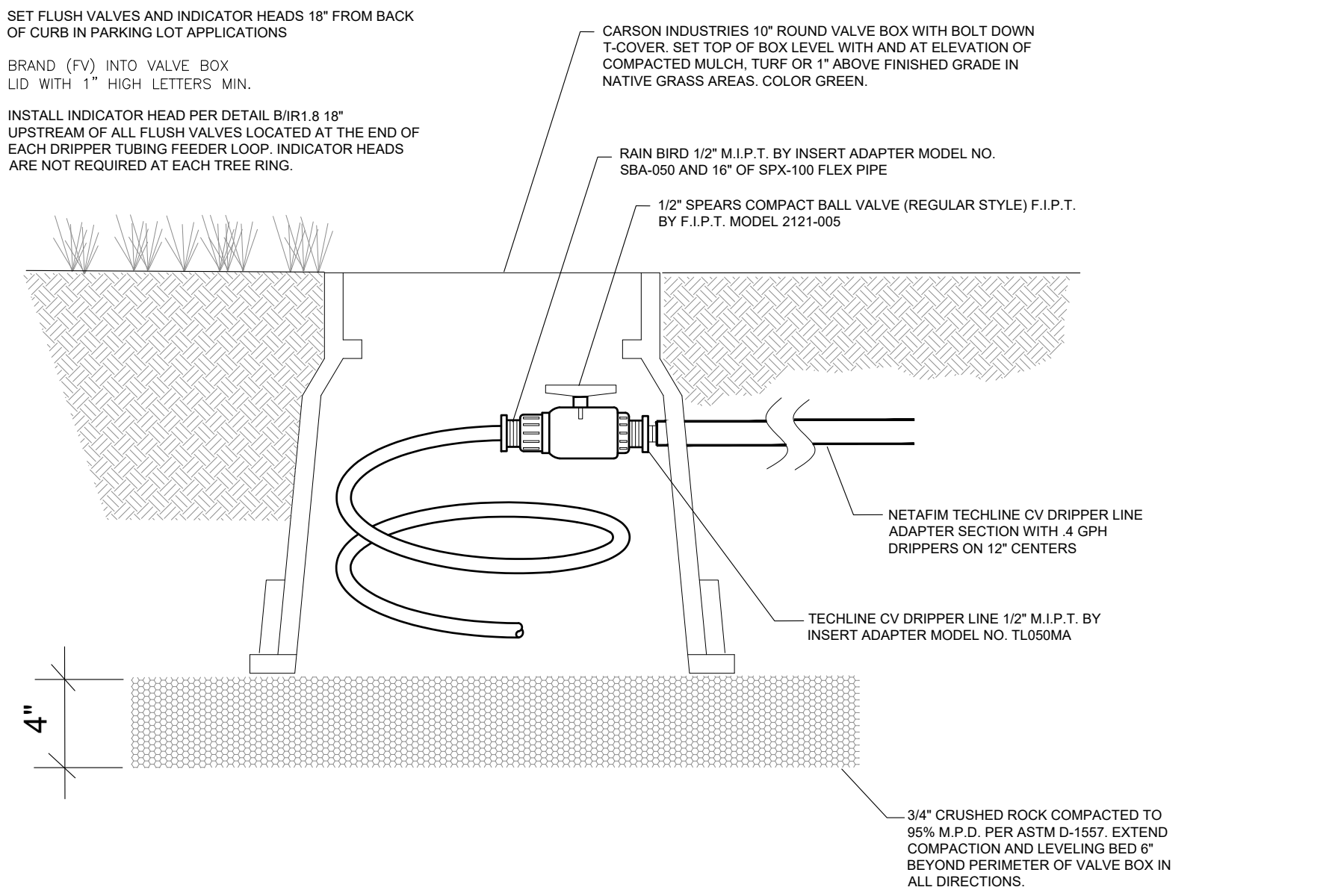
14 SUBSURFACE DRIP - TOP VIEW
END FEED LAYOUT
NO SCALE



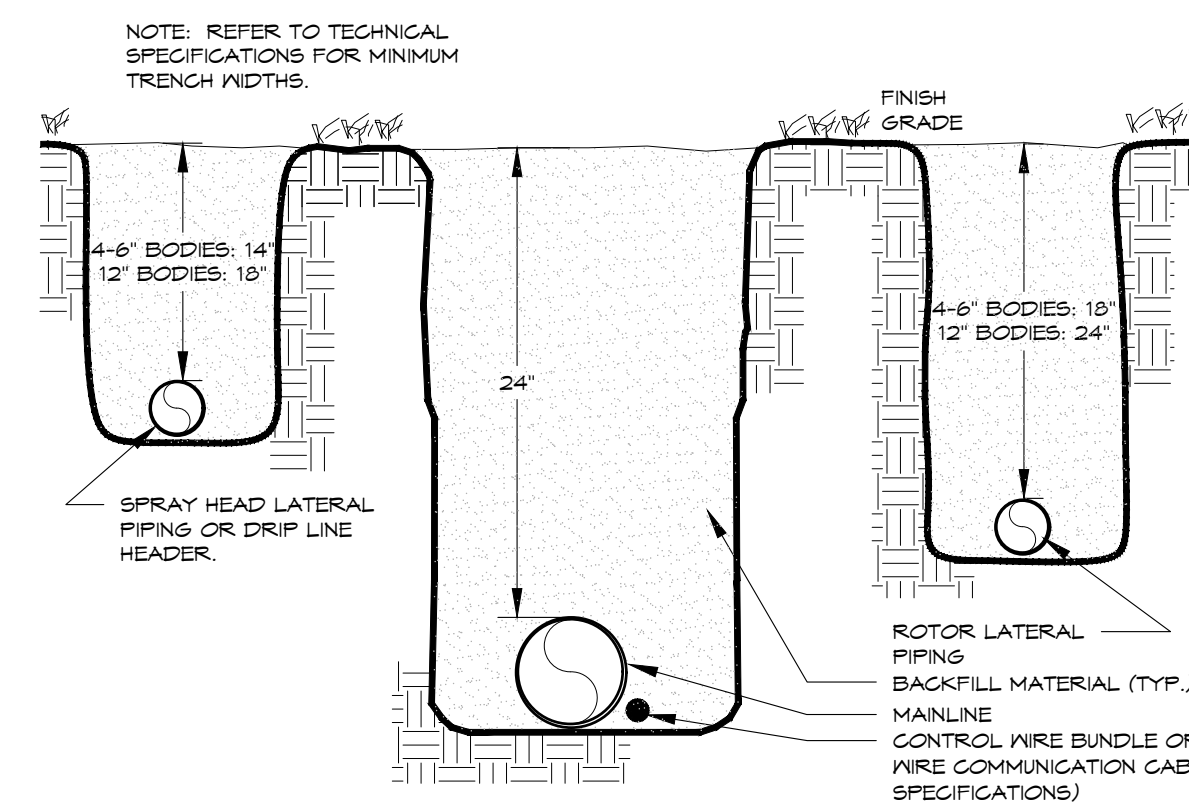
15 SUBSURFACE DRIP
HORIZONTAL VIEW
NO SCALE



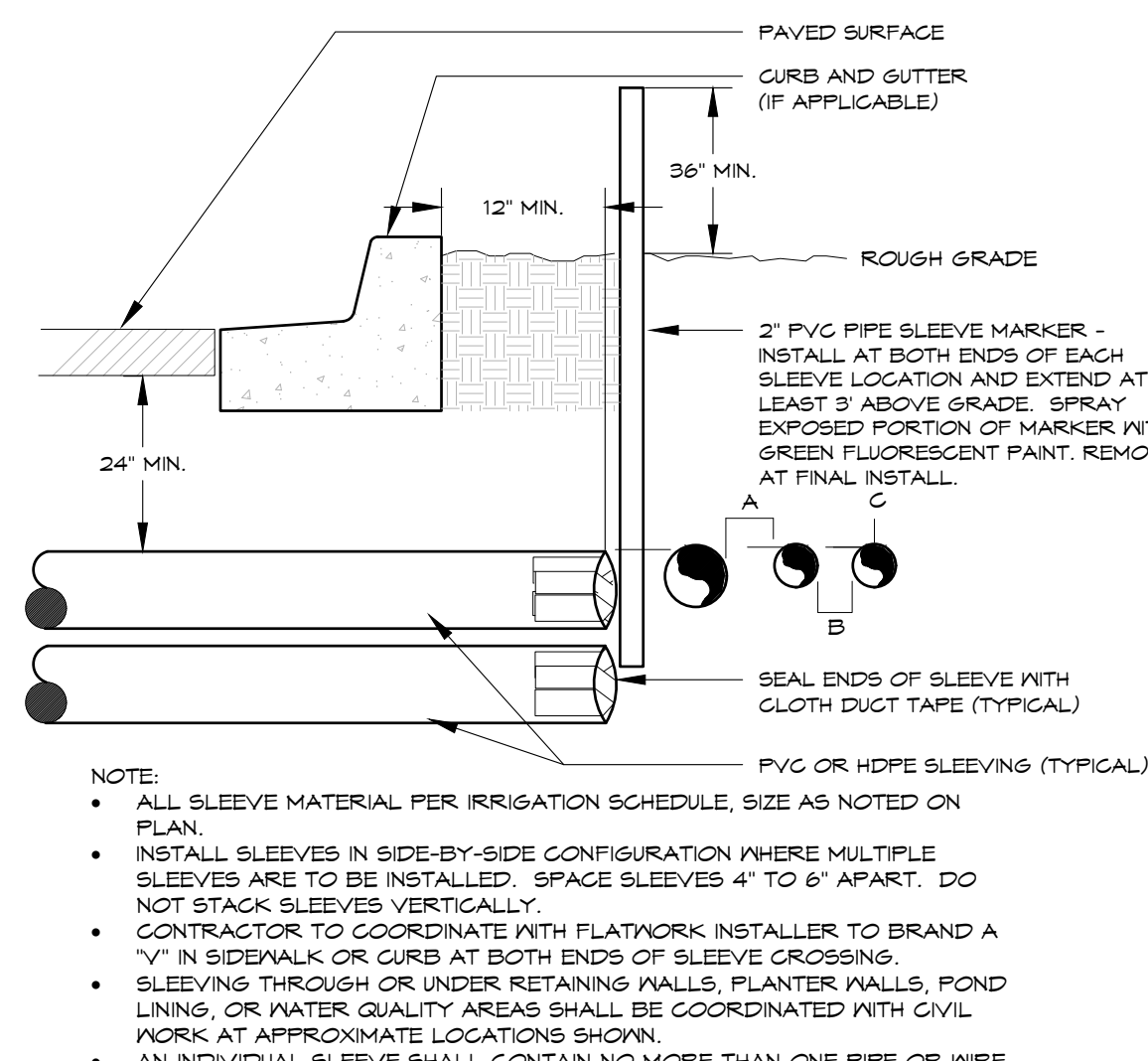
16 CV DRIPPER LINE WITH FLUSH VALVE INSTALLATION FOR TREE IRRIGATION IN
NATIVE AND SHRUB AREAS
NO SCALE



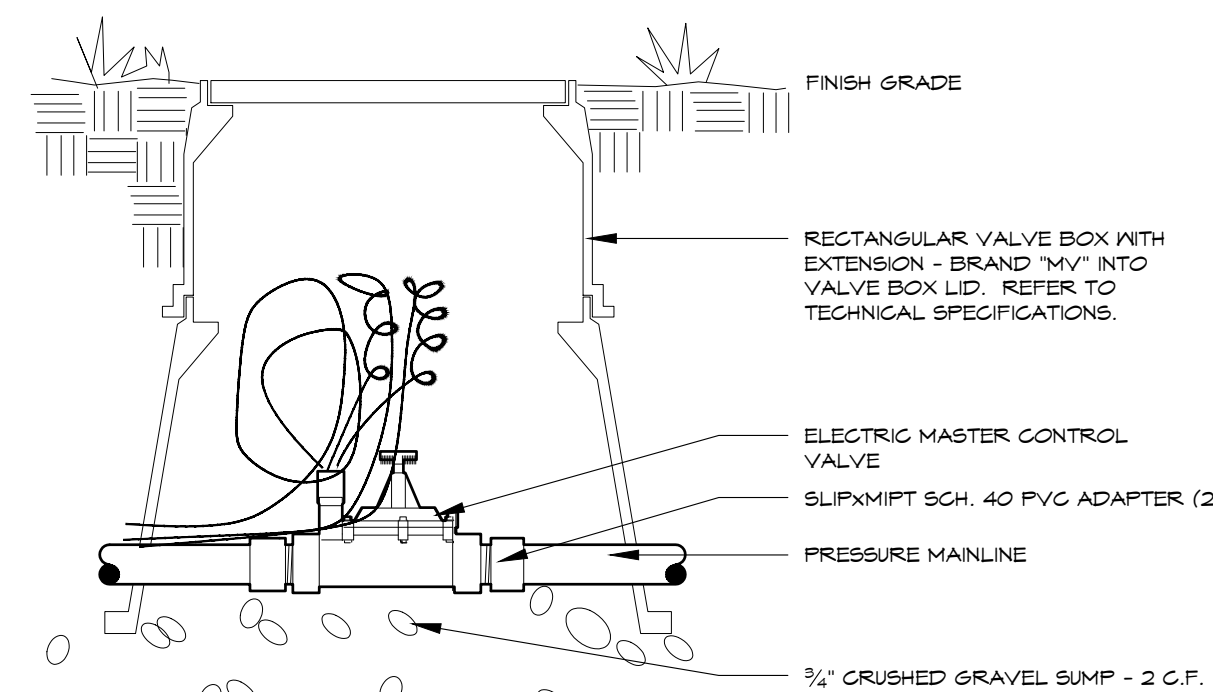
17 CV DRIPPER LINE FLUSH VALVE INSTALLATION AT END OF EACH DRIPPER PIPE LOOP
NO SCALE



TRENCH
24\"/>



IRRIGATION SLEEVE
TYPICAL
19



MASTER VALVE
24V - Small - Typical
20

DIRECTORY	IR-000
IRRIGATION SCHEDULE	IR-000
IRRIGATION NOTES	IR-101
IRRIGATION PLANS	IR-201 - IR-202
IRRIGATION DETAILS	

AndersonMasonDale
Architects

Parker Town Hall
Expansion
Parker, CO
22-093
Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect
AndersonMasonDale Architects, P.C.
3188 Speer Boulevard
Denver, CO 80237
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-8910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80027
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wadsworth Street #205
Denver, CO 80202
Telephone: 303-296-3034

w e n k
ASSOCIATES

Issue	Date
SCHEMATIC DESIGN	01 MAY 2023
DESIGN DEVELOPMENT	21 OCT 2023
PERMIT/MP DRAWINGS	17 MAY 2024

Project Number:	22-093
Drawn By:	EP
Reviewed By:	JBKD
Approved By:	JBKD

IRRIGATION DETAILS

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

AndersonMasonDale Architects

Parker Town Hall Expansion
Parker, CO
22-093

Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-298-3034

Issue Date
Site Plan Submittal 02 MAY 2024

Project Number: 22-093
Drawn By: SH
Reviewed By: KM
Approved By: KM

PHOTOMETRIC SITE PLAN

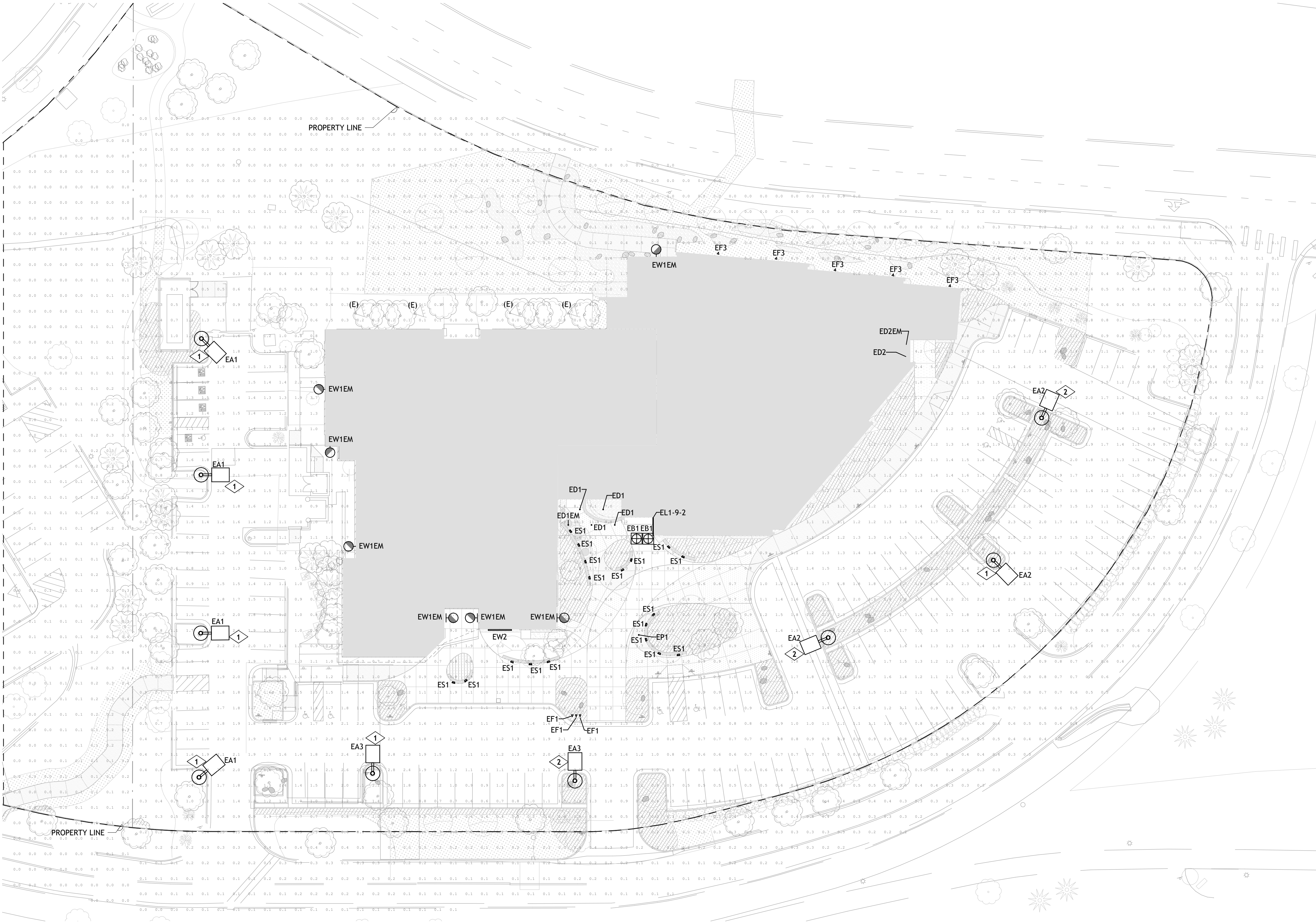
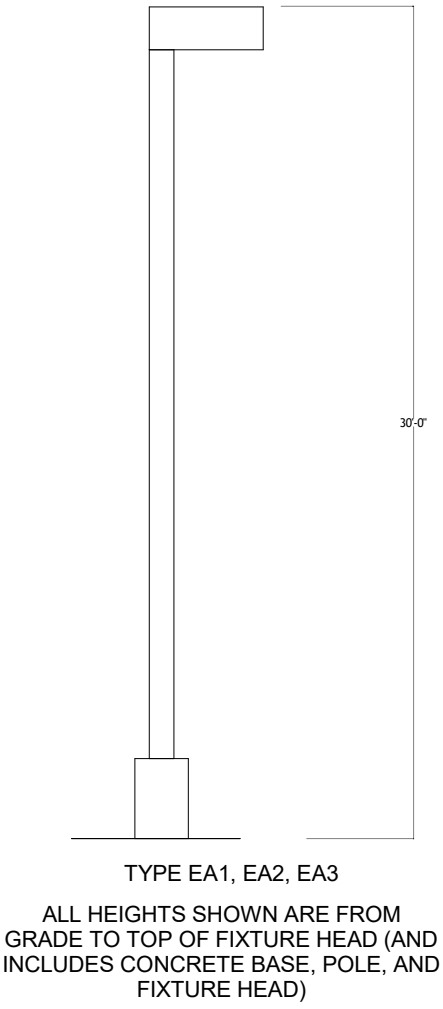


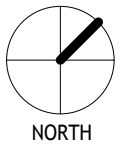
Table with 2 columns: A, B, C, D, E, F, G. Rows contain lighting general notes regarding illuminance values, property lines, luminaire shielding, uniformity ratios, and parking lot lighting requirements.

Table with 2 columns: KEY VALUE, KEYNOTE TEXT. Rows 1 and 2 describe fixture head replacement and new pole-mounted area light requirements.

Table with 6 columns: LABEL, AVG., MAX, MIN, AVG/MIN, MAX/MIN. Rows show calculation summary for Full Site, Property Line, and Parking Lot Averages.



3 | POLE BASE ELEVATION
11 | N.T.S.



PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

Parker Town Hall Expansion

Town of Parker

AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

S.A. Miro, Inc.
4582 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

Project Number:	22-093
Drawn By:	SH
Reviewed By:	KM
Approved By:	KM

15



C-FLW Series

LED Flood Light with Field Selectable CCT and Wattage

Replicates up to 400W PSMH



C-LITE
by **CL**

DESIGNED AND BUILT TO LAST

The C-FLA-FLW Series LED Flood Light has field selectable CCT (3000K, 4000K or 5000K) and wattage with the flip of a switch. It's a NEMA® 7x7 Flood Light with a beam angle of 115° (included angle between portions of 50% max intensity). It's shatter resistant tempered glass lens won't yellow or crack over time and it's durable die-cast aluminum housing will help dissipate the heat to ensure a long life. It's sealed and cULus listed for wet locations. The S3L, S3L, S8L versions feature an integrated button photocell. Mounting hardware is installed prior to shipment for you. Included 5 year limited warranty.



1/2 INCH ADJUSTABLE
FLITER MOUNT
(SL, SL, RL, TL ONLY)

PRODUCT SPECIFICATIONS

OVERVIEW

- Max. Initial Output Lumen: 3500 (S3L), 3500 (S8L) 8300 (S8L) 11200 (S3L), 12300 (S7L), 22500 (S7ZL)
- CCT > 190
- Selectable CCT: 3000K, 4000K, 5000K
- Max. Input Power: 22W (S3L), 35W (S5L), 54W (S8L), 75W (S7L), 130W (S7ZL), 150W (S7ZL)
- Dimmable: No
- Power Factor: >0.9 at full load
- Total Harmonic Distortion < 20% at full load
- Limited Warranty "5-year"
- Replicate: 120W PSMH (S3L), S3SL, 150W PSMH (S8L), 250W PSMH (S7L), 320W PSMH (S7ZL), 400W PSMH (S7ZL)
- Included button photocell on an on/off switch (S3L, S3L, S8L lumen packages only)



YORK MOUNT

FEATURES	RECOMMENDED USE	INPUT VOLTAGE
• FDC Part D, Subject B, Class A limits for conducted and radiated emissions • Designed and built to last - product has surpassed rigorous Cene Lighting® testing • Selectable CCT with a small switch • 4KV Surge Protection • Pre-installed mounting comes included • S3L, S3L and S8L packages come standard with button photocell that includes on/off switch	• Building Facades • Signs and Monuments • Security	• Universal (120V - 277V)



2 INCH ADJUSTABLE
FLITER MOUNT
(TL & 2ZL ONLY)

Solera 120 Warton Drive, Brampton, Ontario, L6T 4G9, Canada
Toll Free: 1-877-765-3722 Fax: 905-457-1115 www.soleracorp.com

Name _____
Quote # _____
Project Name _____
Type _____

FION - Bollard

Description:

Bollard type top bollard constructed of extruded aluminum. Features a sleek lens profile for modern spaces. All external hardware is stainless steel.

Name	Engine	Lumens	CCT	Electrical	Mounting	Lens	Pattern	Options	Finish
------	--------	--------	-----	------------	----------	------	---------	---------	--------

Name	Light Engine	Source Lumens	Color Temp.	Electrical
------	--------------	---------------	-------------	------------

FION

18 LED (Mod)

2711

2700K

UNV 120-277V

3000K

HEV 347-480V

3500K

4000K

5000K

Contact for custom

Contact for custom

Contact for custom

Mounting	Lens	Light Pattern	Options	Finishes
----------	------	---------------	---------	----------

ABT

Ancho bolts and template

CAL

Clear acrylic lens

TYS

Type V DSE

MS

Motion sensor

Standard

OAL

Opal acrylic lens

180

180 degrees

SD

Step dimming

BL

Black

WH

White

TP

Temperproof hardware

SG

Silver-Grey

TS

Temperproof screws

BZ

Bronze

PC

Button photocell

Custom

GRF

Ground fault receptacle

CC

Custom Color

SF

Single Size

See website for custom colors, Contact factory for physical samples.

+ Lumens are based on max wattage & 5000K CCT

+ ES files available upon request

- Std - Standard Offering

Since product development is an on-going process, Solera reserves the right to change the information on this spec sheet.

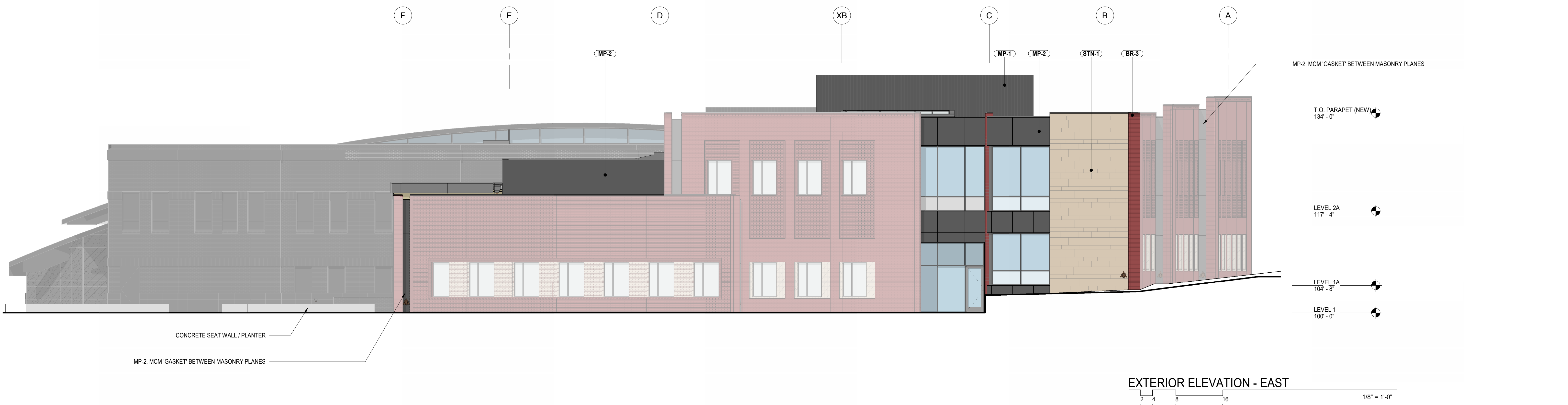
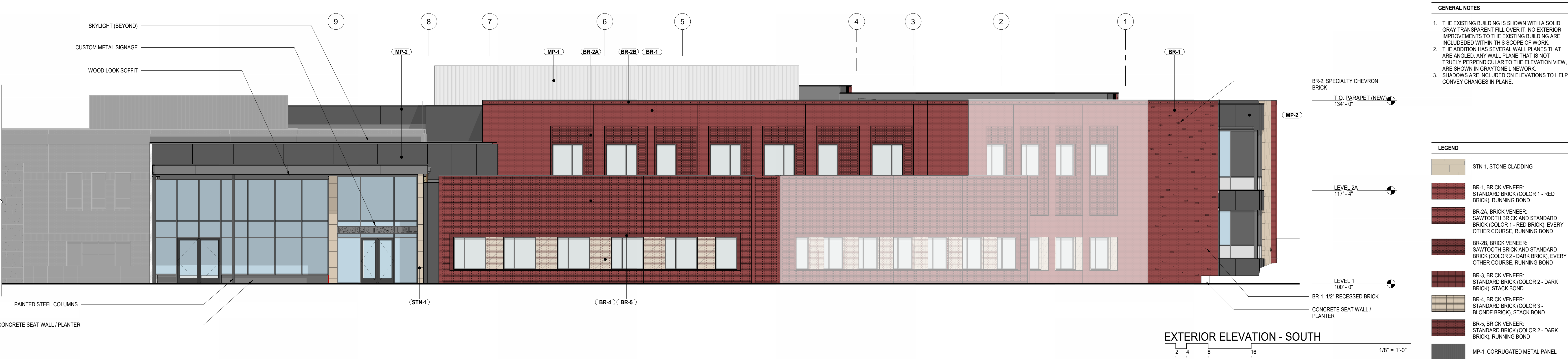
Date Modified: 06-14-2023

1

EB1

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1
SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



- GENERAL NOTES
1. THE EXISTING BUILDING IS SHOWN WITH A SOLID GRAY TRANSPARENT FILL OVER IT. NO EXTERIOR IMPROVEMENTS TO THE EXISTING BUILDING ARE INCLUDED WITHIN THIS SCOPE OF WORK.
 2. THE ADDITION HAS SEVERAL WALL PLANES THAT ARE ANGLED. ANY WALL PLANE THAT IS NOT TRULY PERPENDICULAR TO THE ELEVATION VIEW, ARE SHOWN IN GRAYTONE LINEWORK.
 3. SHADOWS ARE INCLUDED ON ELEVATIONS TO HELP CONVEY CHANGES IN PLANE.

LEGEND

STN-1, STONE CLADDING
BR-1, BRICK VENEER: STANDARD BRICK (COLOR 1 - RED BRICK), RUNNING BOND
BR-2A, BRICK VENEER: SAWTOOTH BRICK AND STANDARD BRICK (COLOR 1 - RED BRICK), EVERY OTHER COURSE, RUNNING BOND
BR-2B, BRICK VENEER: SAWTOOTH BRICK AND STANDARD BRICK (COLOR 2 - DARK BRICK), EVERY OTHER COURSE, RUNNING BOND
BR-3, BRICK VENEER: STANDARD BRICK (COLOR 2 - DARK BRICK), STACK BOND
BR-4, BRICK VENEER: STANDARD BRICK (COLOR 3 - BLONDE BRICK), STACK BOND
BR-5, BRICK VENEER: STANDARD BRICK (COLOR 2 - DARK BRICK), RUNNING BOND
MP-1, CORRUGATED METAL PANEL
MP-2, COMPOSITE METAL PANEL

AndersonMasonDale Architects

Parker Town Hall Expansion

Parker, CO 22-093
Town of Parker
20120 Mainstreet
Parker, CO 80138

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO 80211
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4562 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

12 APR 2024

Issue Date
SITE PLAN SUBMITTAL 12 APR 2024

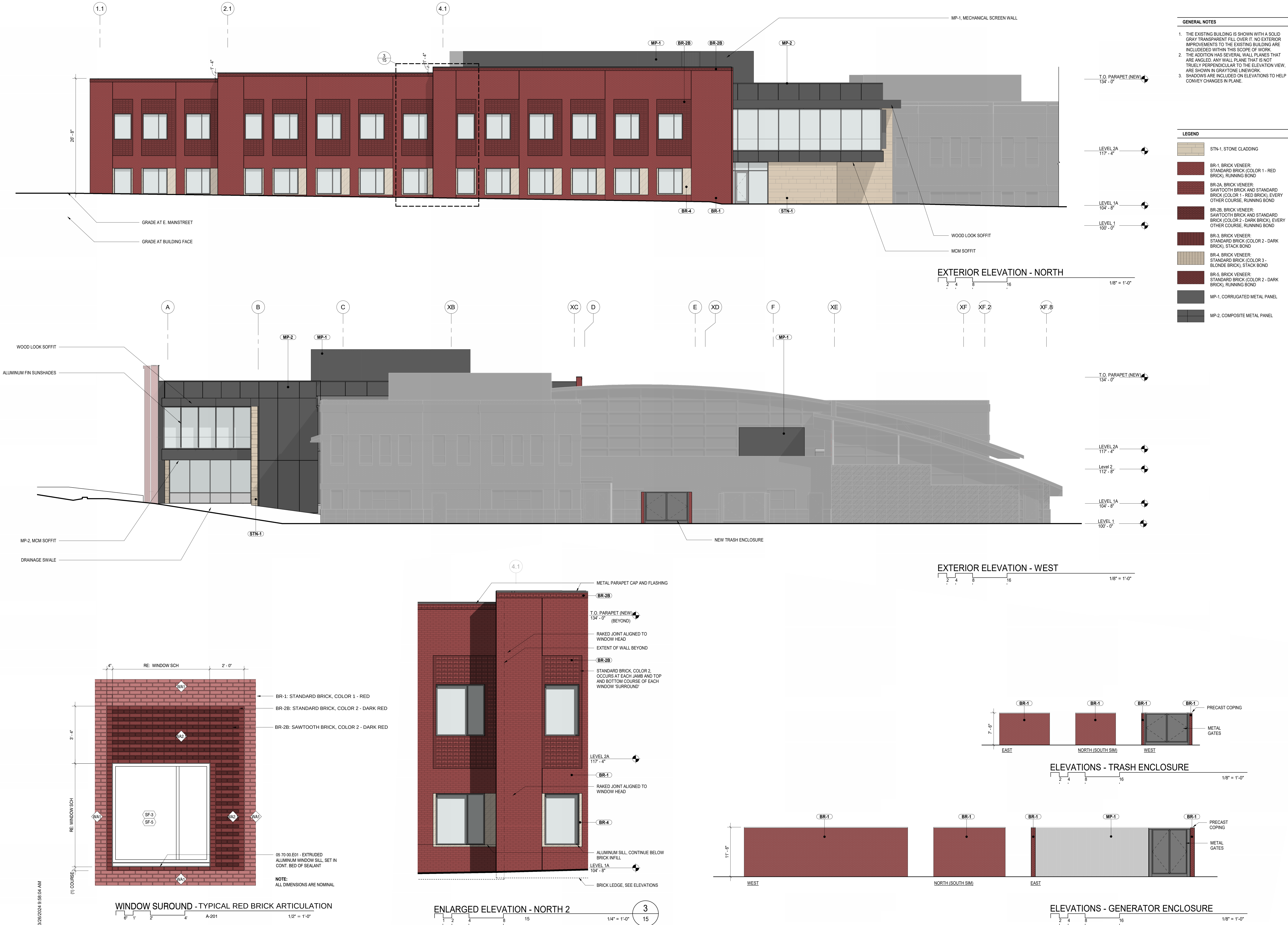
Project Number: 22-093
Drawn By: JM
Reviewed By: JT
Approved By: JC

BUILDING ELEVATIONS

PARKER TOWN HALL EXEMPTION PLAN AMD3 L1

SITE PLAN SUBMITTAL

PARKER TOWN HALL. LOCATED IN THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST, LOT 1 COMPRISING 3.867 ACRES, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



AndersonMasonDale
Architects

Parker Town Hall
Expansion
Parker, CO
22-093

Town of Parker
20120 Mainstreet
Parker, CO
80138

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448

Civil Engineer
S.A. Miro, Inc.
4592 S. Ulster Street #750
Denver, CO 80237
Telephone: 303-741-3737

Landscape Architect
Wenk Associates
1130 31st Street #101
Denver, CO 80205
Telephone: 303-628-0003

Structural Engineer
KL&A, Inc.
1717 Washington Ave.
Golden, CO 80401
Telephone: 303-384-9910

Mechanical + Plumbing Engineer
The Ballard Group, Inc.
2525 S. Wadsworth Blvd. #200
Lakewood, CO 80227
Telephone: 303-988-4514

Electrical Engineer + Technology
AE Design
1900 Wazee Street #205
Denver, CO 80202
Telephone: 303-296-3034

ISSUE
SITE PLAN SUBMITTAL

Date
12 APR 2024

Project Number: 22-093
Drawn By: JM
Reviewed By: JT
Approved By: JC

BUILDING ELEVATIONS



Request for Town Council Action

Date: June 17, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.118 - Second 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

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.

Stroh Road will be widened to the south between J Morgan Boulevard and Jaqueline Boulevard (located west of the Motsenbocker Road/Crowfoot Valley Road intersection), 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)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 4.118

RECOMMENDED MOTION

I move to approve Ordinance No. 4.118 on second reading.

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

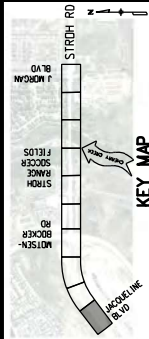
ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

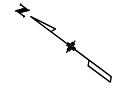
JosephHote 12:33:23 C:\Users\JosephHote\RMS Inc\RMSInc - Documents\Projects\2023100701 Stron-Cherry Creek-TD1\2345\Design\Drawings\DES-14-Plan.dgn



- NOTES**
1. SEE WALL PLANS FOR LOCATIONS AND DETAILS.
 2. SEE LIGHTING AND UTILITY PLANS FOR ADDITIONAL INFORMATION.
 3. SEE SLOPING & STEPPING PLANS FOR ADDITIONAL INFORMATION.
 4. SEE TYPECRAFT 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 3 GUARDRAIL AND TO THE FACE OF TYPE 3 GUARDRAIL.
 8. SEE CDDT STANDARD PLAN MD-100-1 FOR STANDARD SYMBOLS.

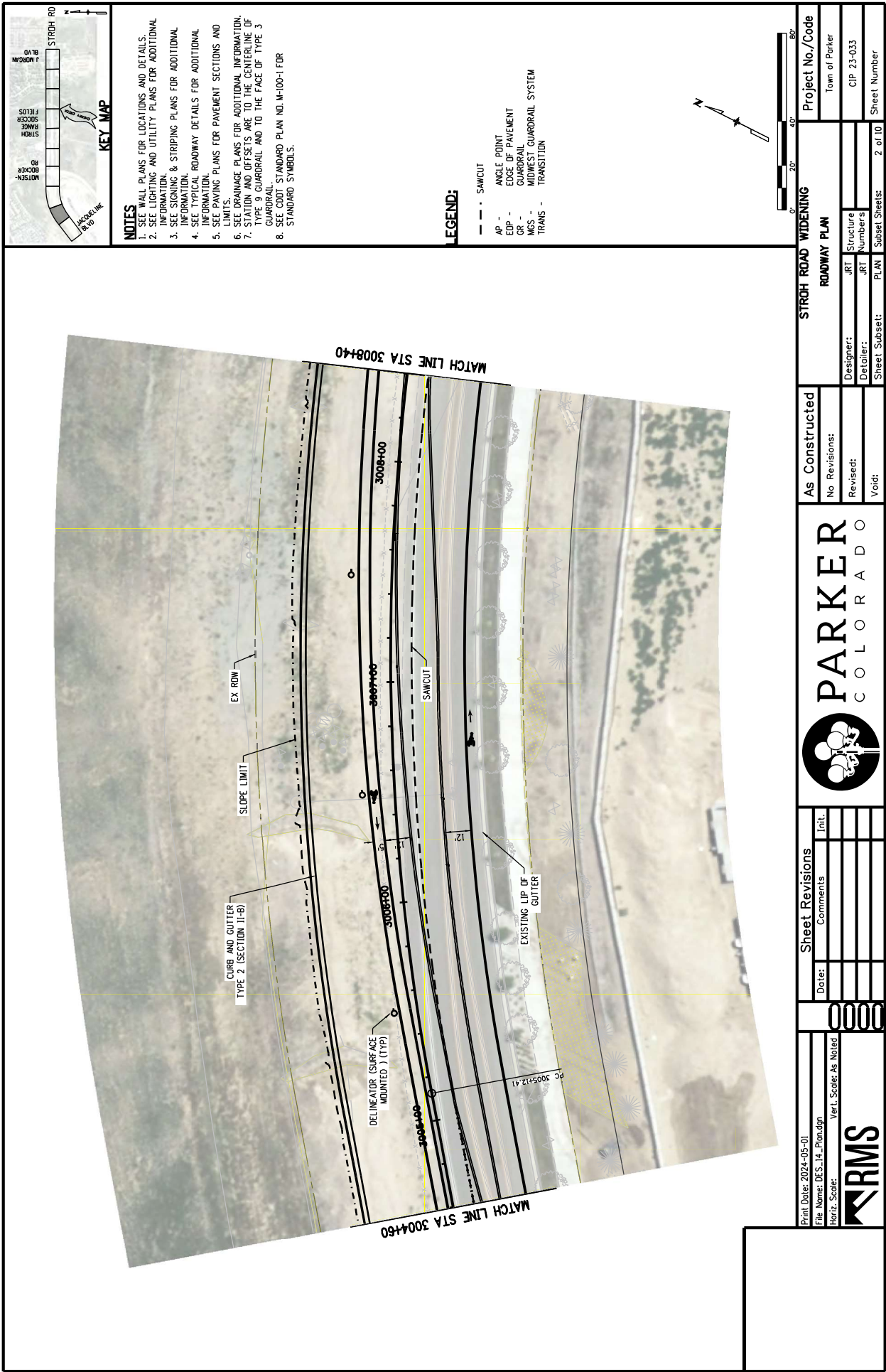
— — — SAWCUT

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



Print Date: 2024-05-01		Sheet Revisions		PARKER C O L O R A D O		As Constructed		STROH ROAD WIDENING		Project No./Code	
File Name: DES_14_Pkg.dgn		Date:		Init.		No Revisions:		ROADWAY PLAN		Town of Parker	
Horiz. Scale:		Comments				Revised:		Design: JRT		CIP 23-033	
Vert. Scale: As Noted						Void:		Detailer: JRT		Sheet Number	
		0000						Structure Numbers		1 of 10	
								PLAN		Sheet Sheets:	

EXHIBIT A



MATCH LINE STA 3008+40

MATCH LINE STA 3013+00

CURB AND GUTTER
TYPE 2 (SECTION II-B)

DELINEATOR (SURFACE
MOUNTED) (TYP)

SLOPE LIMIT

SAWCUT

EXISTING LIP OF
GUTTER

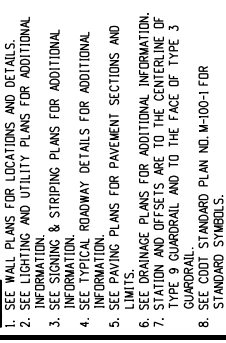
STORM INLET

STATION MARKERS: 3009+00, 3010+00, 3011+00, 3012+00

PVI 3008+68.31

PVI 3011+99.69

RM = 5947.5

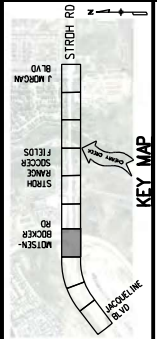
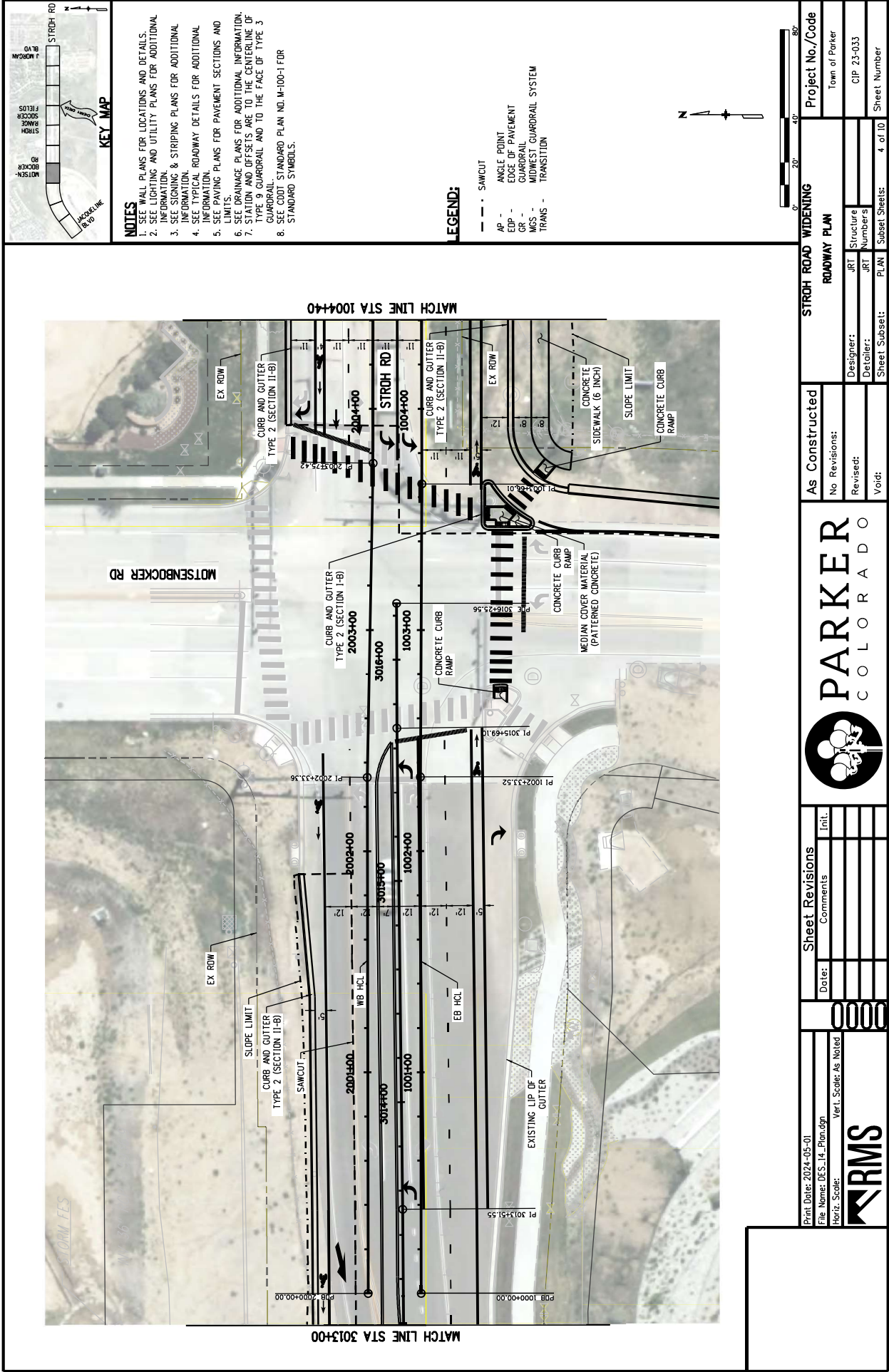


— — — SAWCUT

AP — ANGLE POINT
EDP — EDGE OF PAVEMENT
GR — GUARDRAIL
MCS — MIDWEST GUARDRAIL SYSTEM
TRANS — TRANSITION

[illegible]

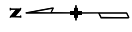
EXHIBIT A



- 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 ADDITIONAL INFORMATION.
 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 CDDT STANDARD PLAN NO. M-100-1 FOR STANDARD SYMBOLS.

LEGEND:

- SAWCUT
- AP - ANGLE POINT
- EDP - EDGE OF PAVEMENT
- GR - GUARDRAIL
- MCS - MIDWEST GUARDRAIL SYSTEM
- TRANS - TRANSITION



Print Date: 2024-05-01 File Name: DES-14_Plan.dgn Ver. Scale: As Noted				0000		Sheet Revisions		 PARKER COLORADO		As Constructed		STROTH ROAD WIDENING ROADWAY PLAN		Project No./Code Town of Parker CIP 23-033 Sheet Number 4 of 10																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
						Date:	Comments			Init.	No Revisions:					Revised:	Void:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

JosephHote 12:33:38 C:\Users\JosephHote\RMS Inc\RMSInc - Documents\Projects\2023100701 Stron-Cherry Creek-TD1\2345\Design\Drawings\DES-14-Plan.dgn



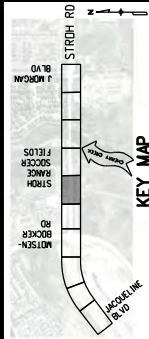
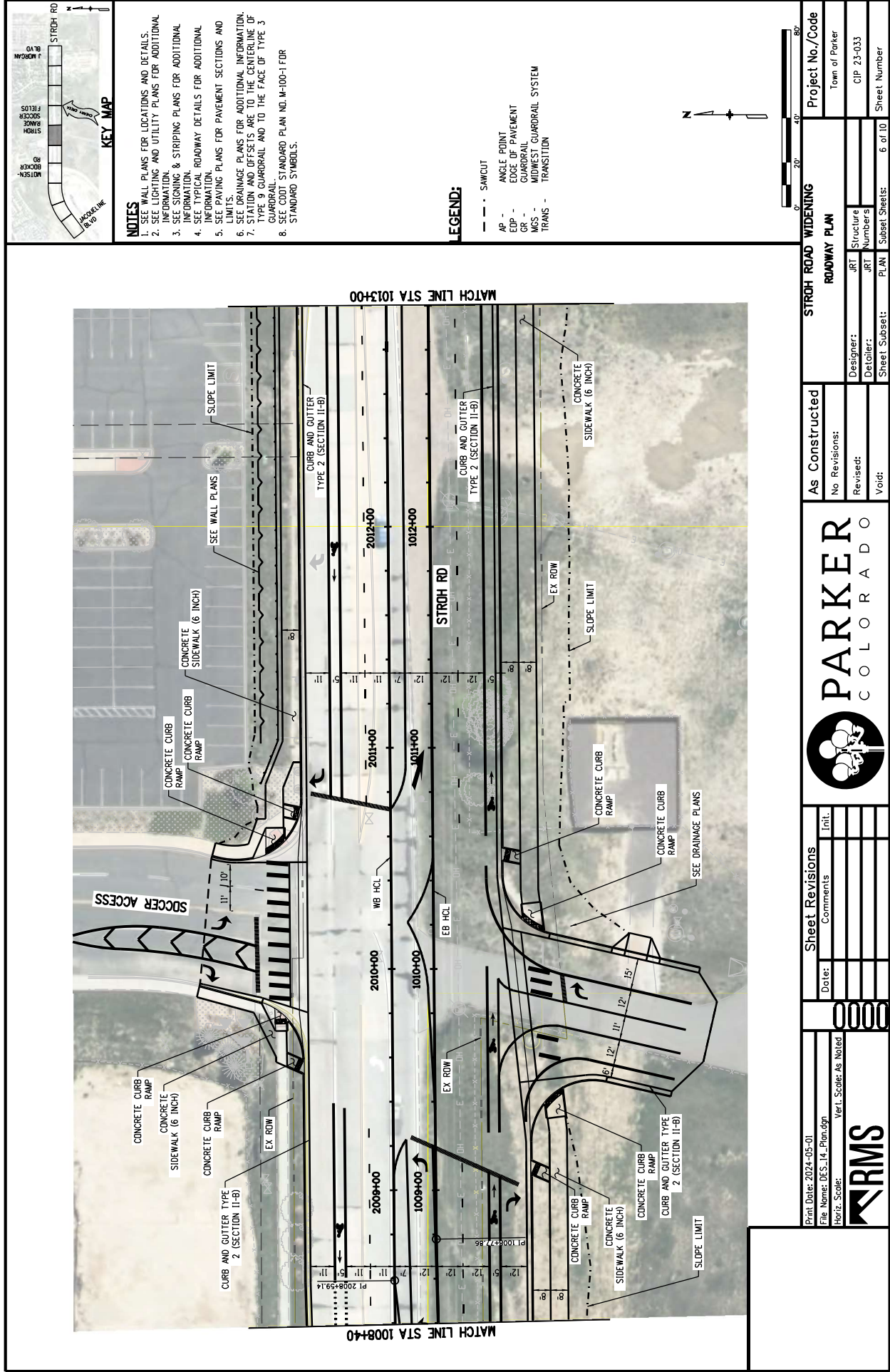
1. SEE WALL PLANS FOR LOCATIONS AND DETAILS.
2. SEE LIGHTING AND UTILITY PLANS FOR ADDITIONAL INFORMATION.
3. SEE SIGNING & STRIPING PLANS FOR ADDITIONAL INFORMATION.
4. SEE TYPICAL ROADWAY DETAILS FOR ADDITIONAL INFORMATION.
5. SEE PAVING PLANS FOR PAVEMENT SECTIONS AND LIMITS.
6. SEE DRAINAGE PLANS FOR ADDITIONAL INFORMATION.
7. STATIONS AND OFFSETS ARE TO THE CENTERLINE OF TYPE 3 CURB/RAIL AND TO THE FACE OF TYPE 3 CURB/RAIL.
8. SEE CDDT STANDARD PLAN NO. M-1001 FOR STANDARD SYMBOLS.

— — — SAWCUT
AP - ANGLE POINT
EDP - EDGE OF PAVEMENT
GR - GUARDRAIL
MGS - MIDWEST GUARDRAIL SYSTEM
TRANS - TRANSITION



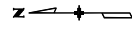
Print Date: 2024-05-01
 File Name: DES_14_Plon
 Horiz. Scale:


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 CDDT STANDARD PLAN NO. M-100-1 FOR STANDARD SYMBOLS.

- LEGEND:**
- SAWCUT
 - AP - ANGLE POINT
 - EDP - EDGE OF PAVEMENT
 - GR - GUARDRAIL
 - MCS - MIDWEST GUARDRAIL SYSTEM
 - TRANS - TRANSITION



Print Date: 2024-05-01		File Name: DES_14_Plan.dgn		Ver. L Scale: As Noted			
Date:		Comments		Init.			

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000	WIDENING Y PLAN	Project No./Code Town of Parker CIP 23-033 Sheet Number
	Structure Numbers Subst. Sheets: 7 of 10	

1

EXHIBIT A

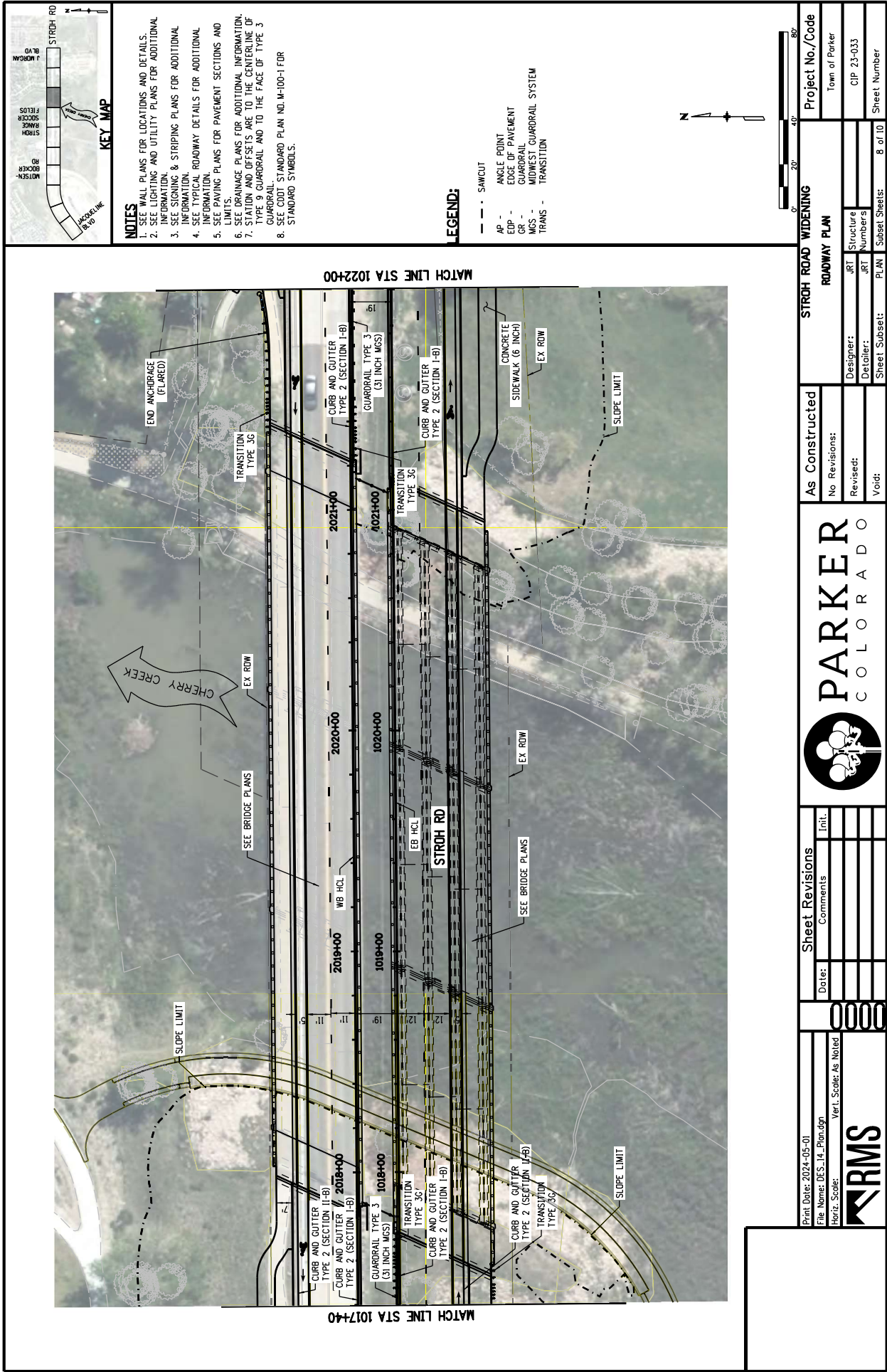
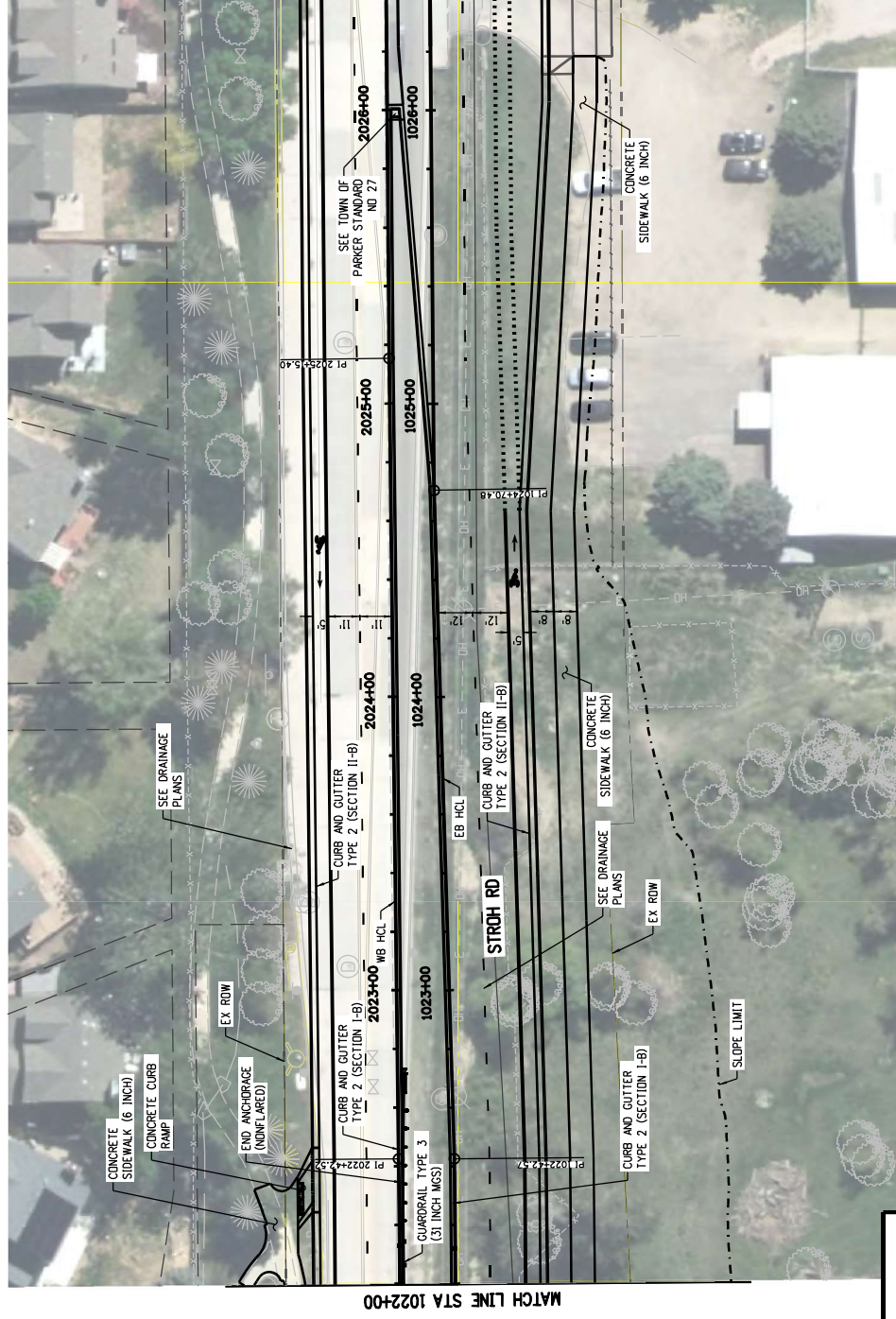


EXHIBIT A



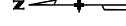
JosephTote 12:33:48 C:\Users\JosephTote\RMS Inc\RMSInc - Documents\Projects\Projects\2023\100701 Stroh-Cherry Creek-TD1\12345\Design\Drawings\DES-14-Plan.dgn

NOTES

1. SEE PLAN 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. TREE CUTS AND OFFSETS ARE TO THE CENTERLINE OF TYPE 3 GUARDRAIL AND TO THE FACE OF TYPE 3 GUARDRAIL.
8. SEE CDDT STANDARD PLAN NO. M-100-1 FOR STANDARD SYMBOLS.

LEGEND:

- — — SAWCUT
- AP - ANGLE POINT
EDP - EDGE OF PAVEMENT
GR - GUARDRAIL
MGS - MIDWEST GUARDRAIL SYSTEM
TRANS - TRANSITION



Print Date: 2024-05-01		Sheet Revisions		PARKER C O L O R A D O		STROTH ROAD WIDENING ROADWAY PLAN		Project No./Code	
File Name: DES-14_Plan.dgn		Date:		Comments		No Revisions:		Town of Parker	
Horiz. Scale:						Revised:		CIP 23-033	
Vert. Scale: As Noted						Void:		Sheet Number	
		0000				Designer: JRT Detailer: JRT Sheet Subset: PLAN Sheet Subsets: 9 of 10			

KEY MAP

NOTES

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

LEGEND:

- SAWCUT
- AP - ANGLE POINT
- EDP - EDGE OF PAVEMENT
- GR - GUARDRAIL
- MCS - MIDWEST GUARDRAIL SYSTEM
- TRANS - TRANSITION

STROTH ROAD WIDENING ROADWAY PLAN

As Constructed

No Revisions: _____

Revised: _____

Void: _____

Sheet Revisions

Date:	Comments	Init.

Print Date: 2024-05-01
 File Name: DES-14_Plan.dgn
 Horiz. Scale: _____
 Vert. Scale: As Noted

PARKER
 COLORADO

Project No./Code: _____
 Town of Parker: _____
 CIP 23-033
 Sheet Number: 10 of 10
 Sheet Subsets: _____
 Subsets: _____

EXHIBIT A

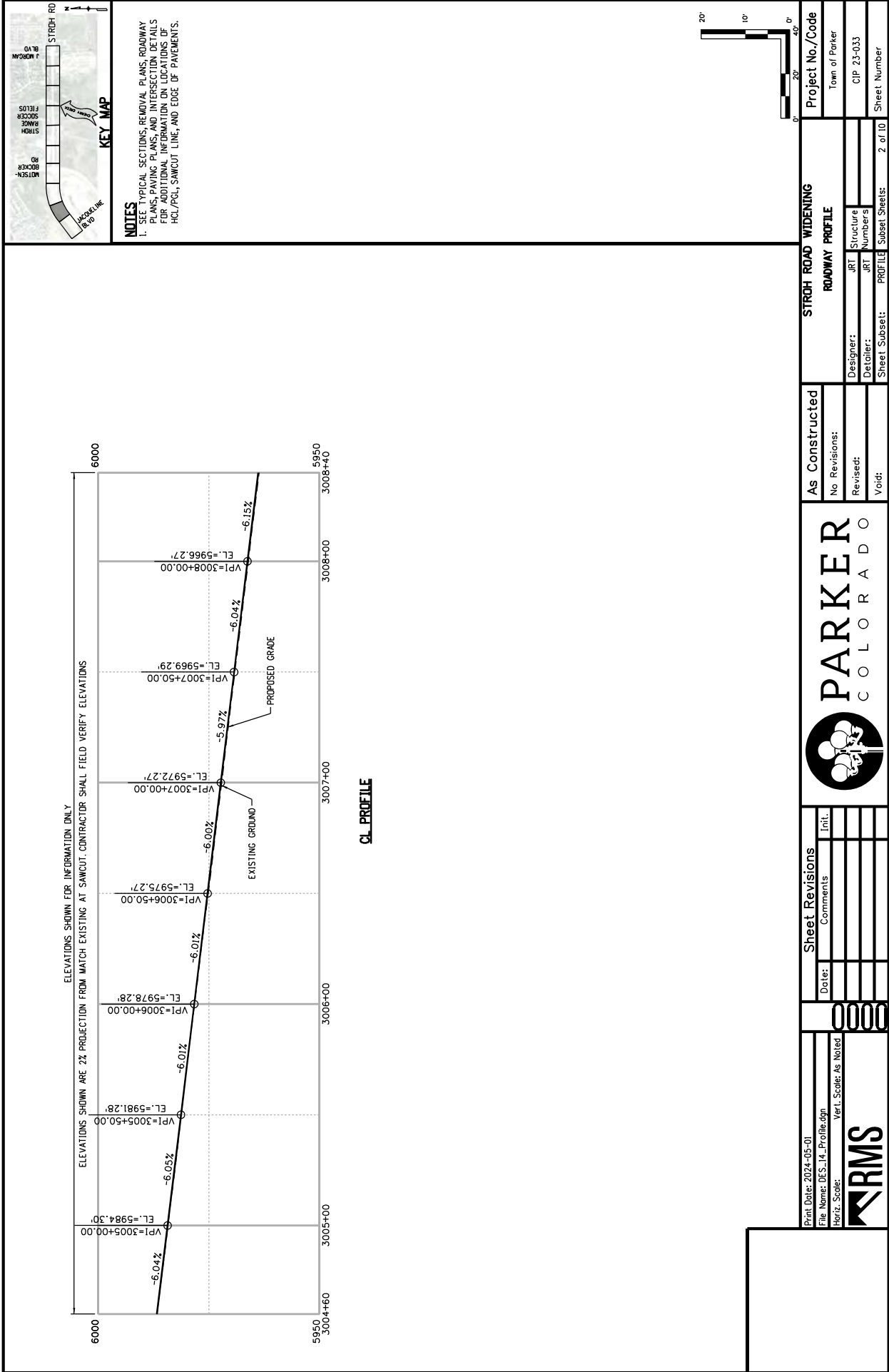


EXHIBIT A

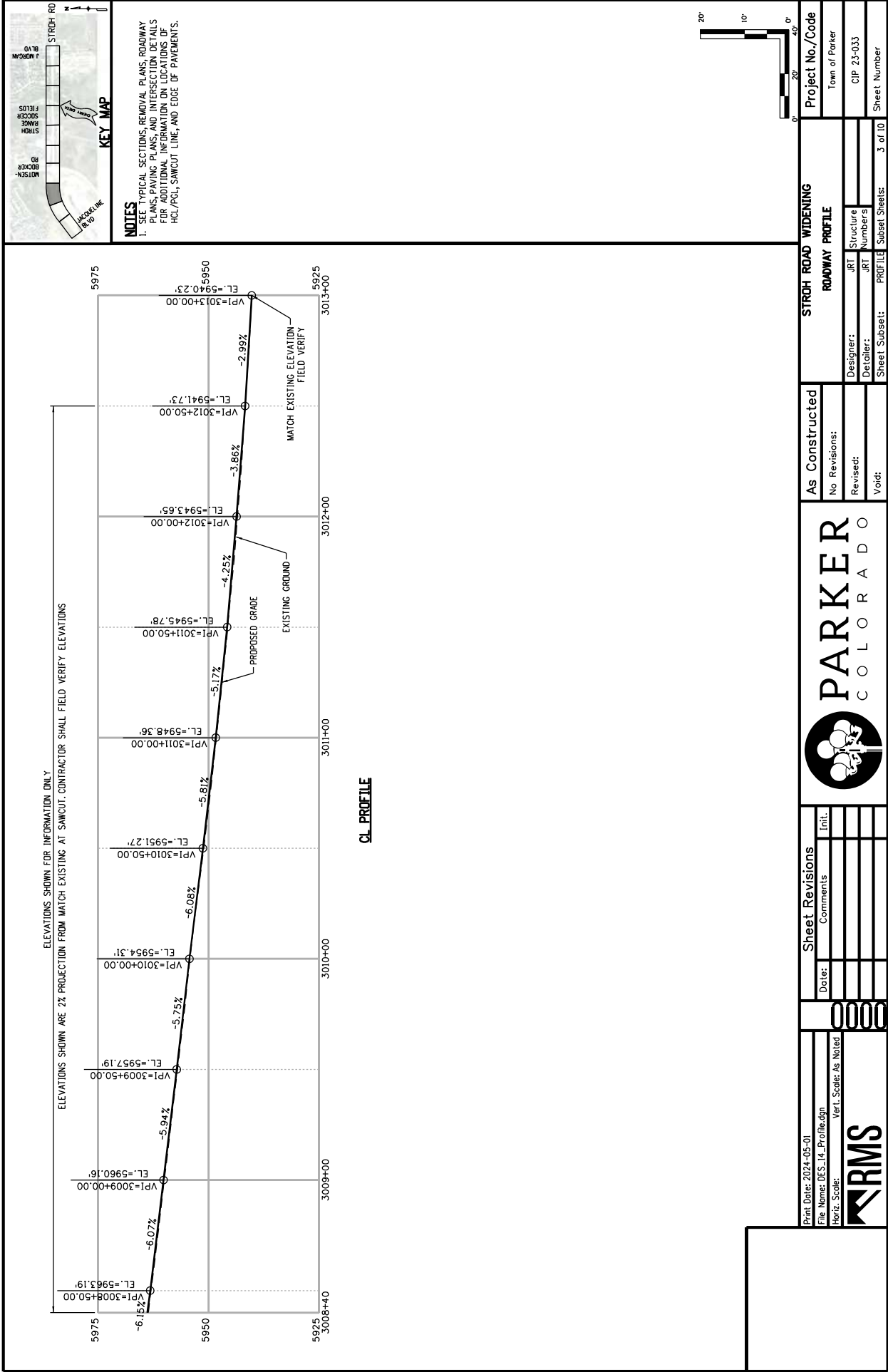


EXHIBIT A

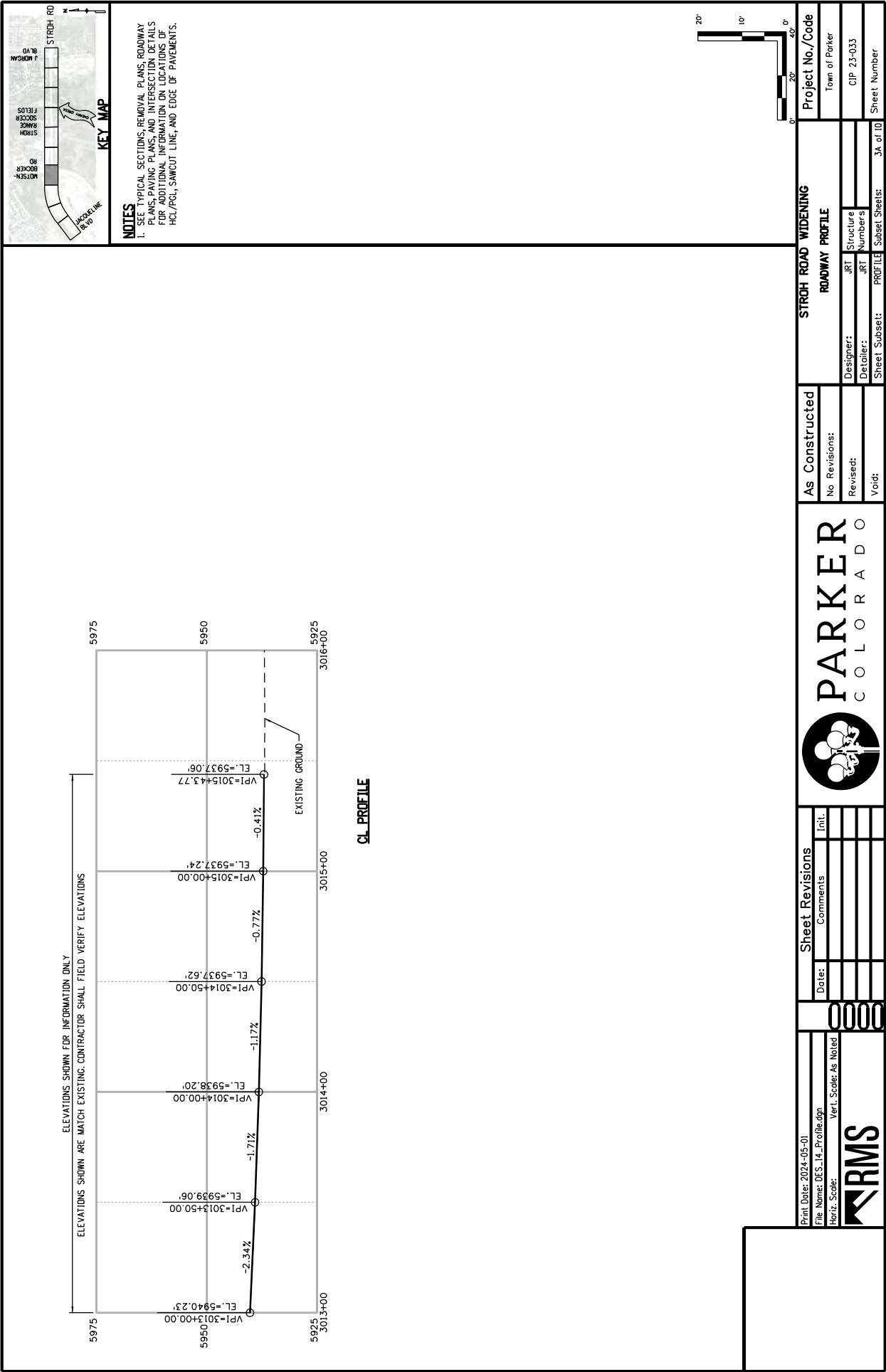
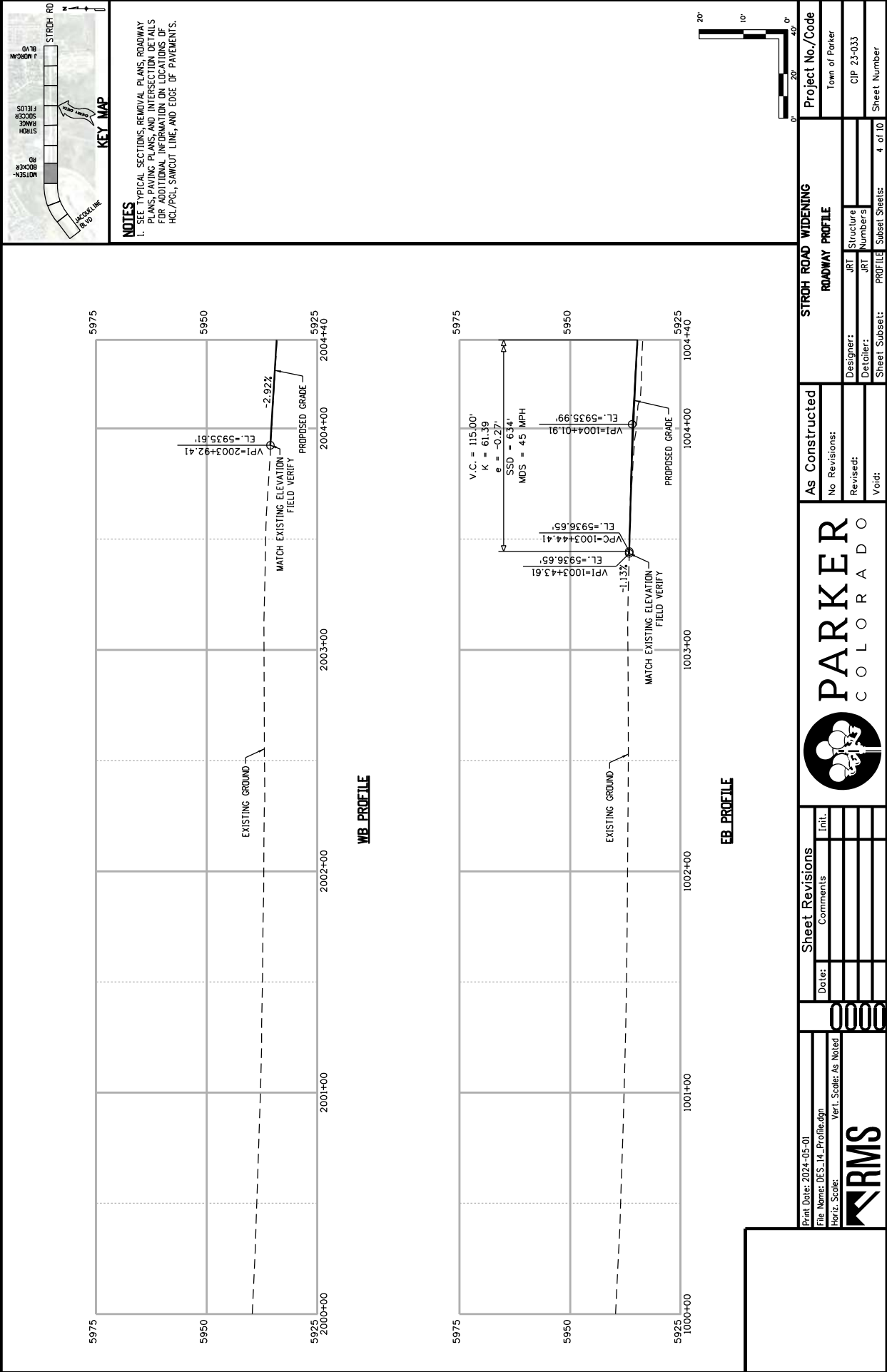


EXHIBIT A



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.

[illegible]

EXHIBIT A

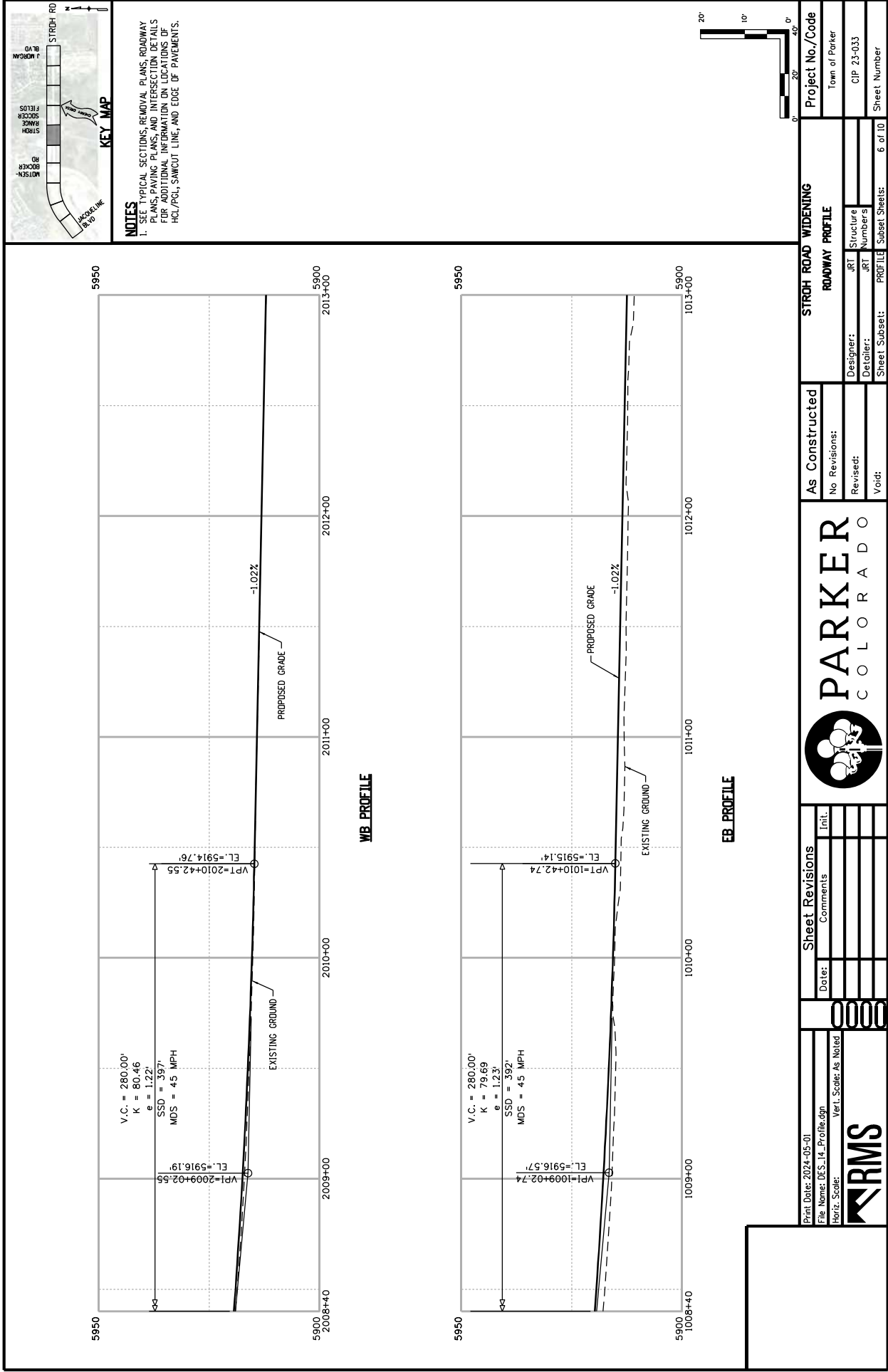


EXHIBIT A

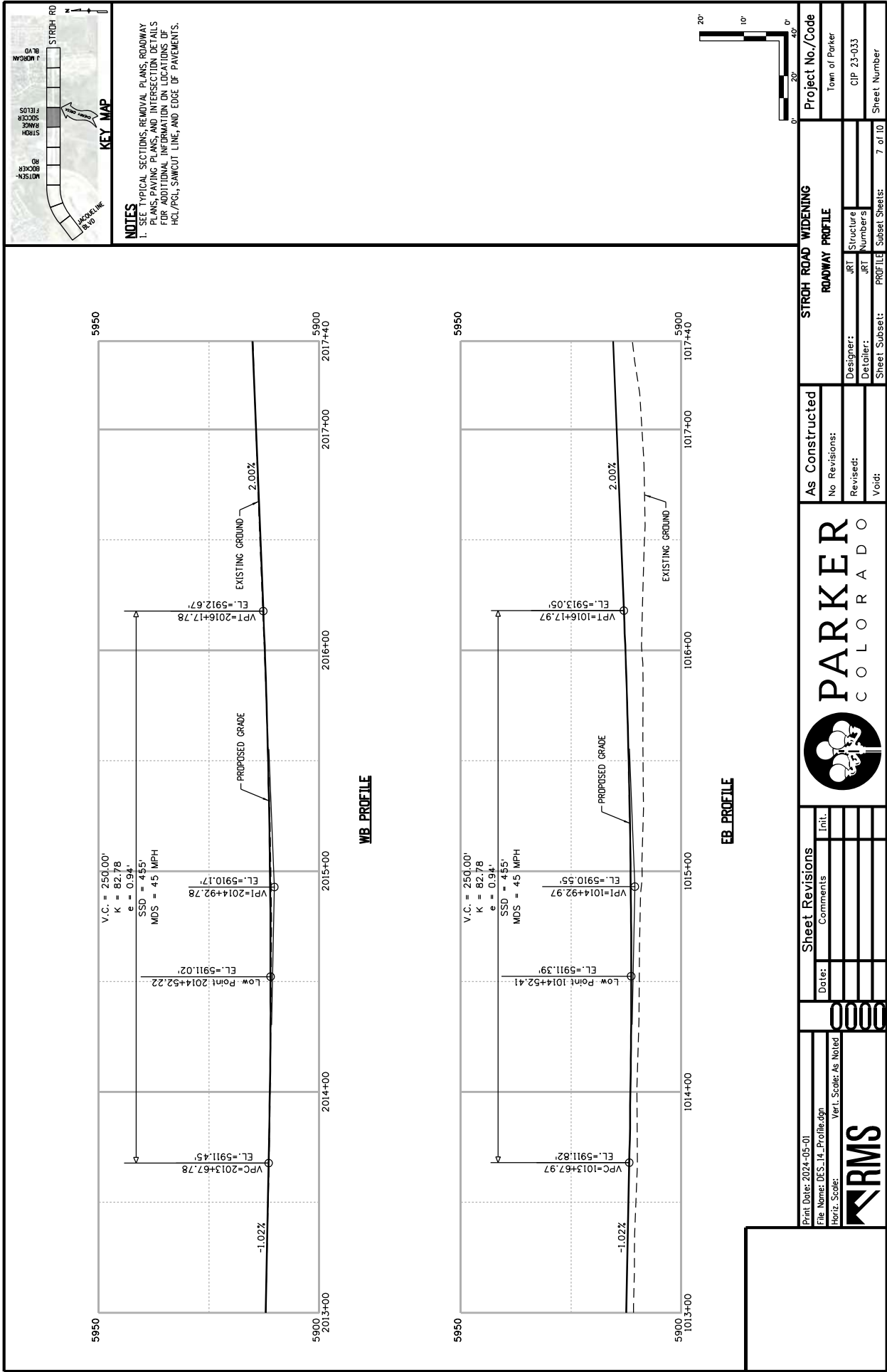
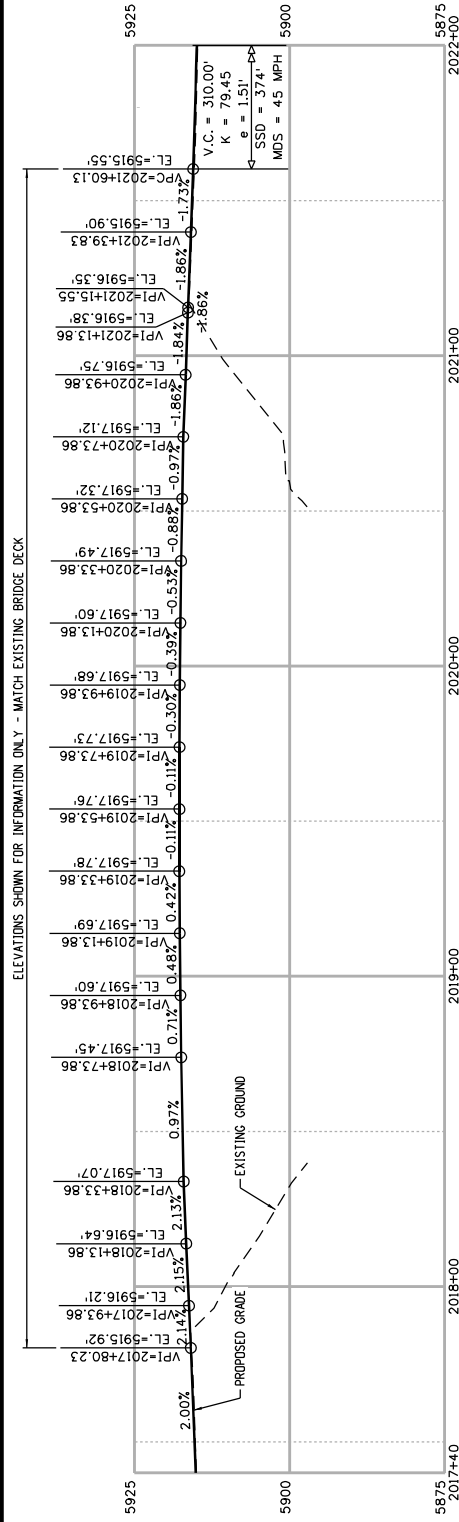
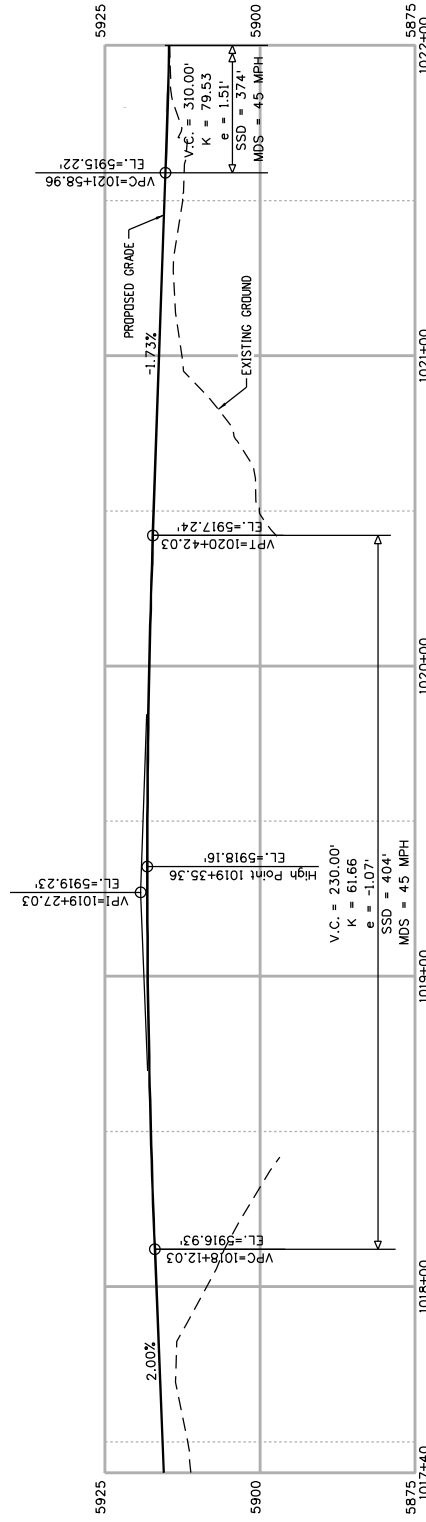


EXHIBIT A

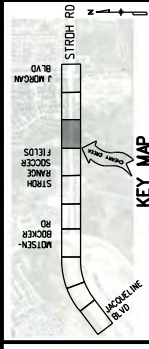
ELEVATIONS SHOWN FOR INFORMATION ONLY - MATCH EXISTING BRIDGE DECK



WB PROFILE

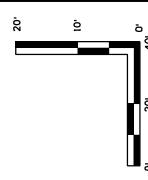


EB PROFILE



NOTES

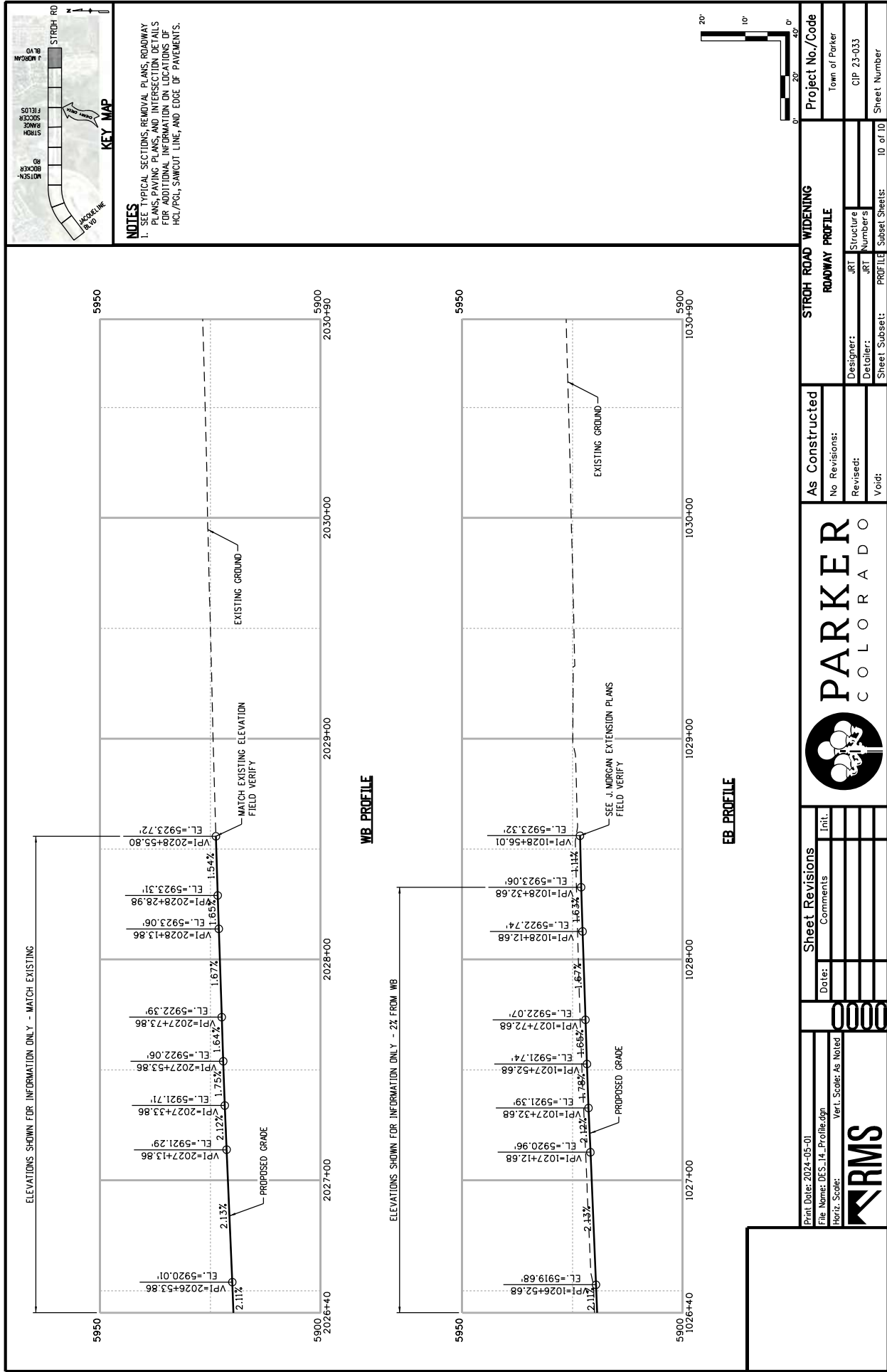
- 1. SEE TYPICAL SECTIONS, REMOVAL PLANS, ROADWAY PLANS, PAVING PLANS, AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION ON LOCATIONS OF HCL/POL, SAWCUT LINE, AND EDGE OF PAVEMENTS.



Print Date: 2024-05-01		File Name: DES-14_Profile.dgn		Ver. Scale: As Noted	
Date:		Comments:		Init.:	
0000					
RMS					
As Constructed		No Revisions:		Revised:	
Void:		Void:		Void:	
STROH ROAD WIDENING		ROADWAY PROFILE		Project No./Code	
Town of Parker		JRT Structure		Town of Parker	
JRT Numbers		JRT Numbers		CJP 23-033	
Detailer:		Detailer:		Sheet Number	
Sheet Subset:		Sheet Subset:		8 of 10	

[illegible]

EXHIBIT A





Request for Town Council Action

Date: June 17, 2024

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.28.35 - Second 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

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)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 5.28.35

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.35 on second reading.

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



Request for Town Council Action

Date: June 17, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.370 - Second Reading**
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 of Kings Point
Way
Department: Engineering and Public Works, Chris Hudson

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 No. 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 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 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. It 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 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)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.370

RECOMMENDED MOTION

I move to approve Ordinance No. 9.370 on second reading.

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



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

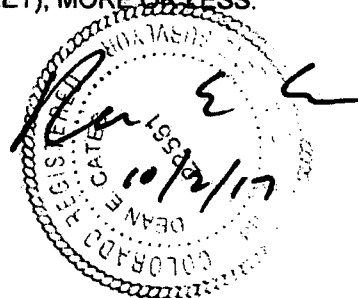
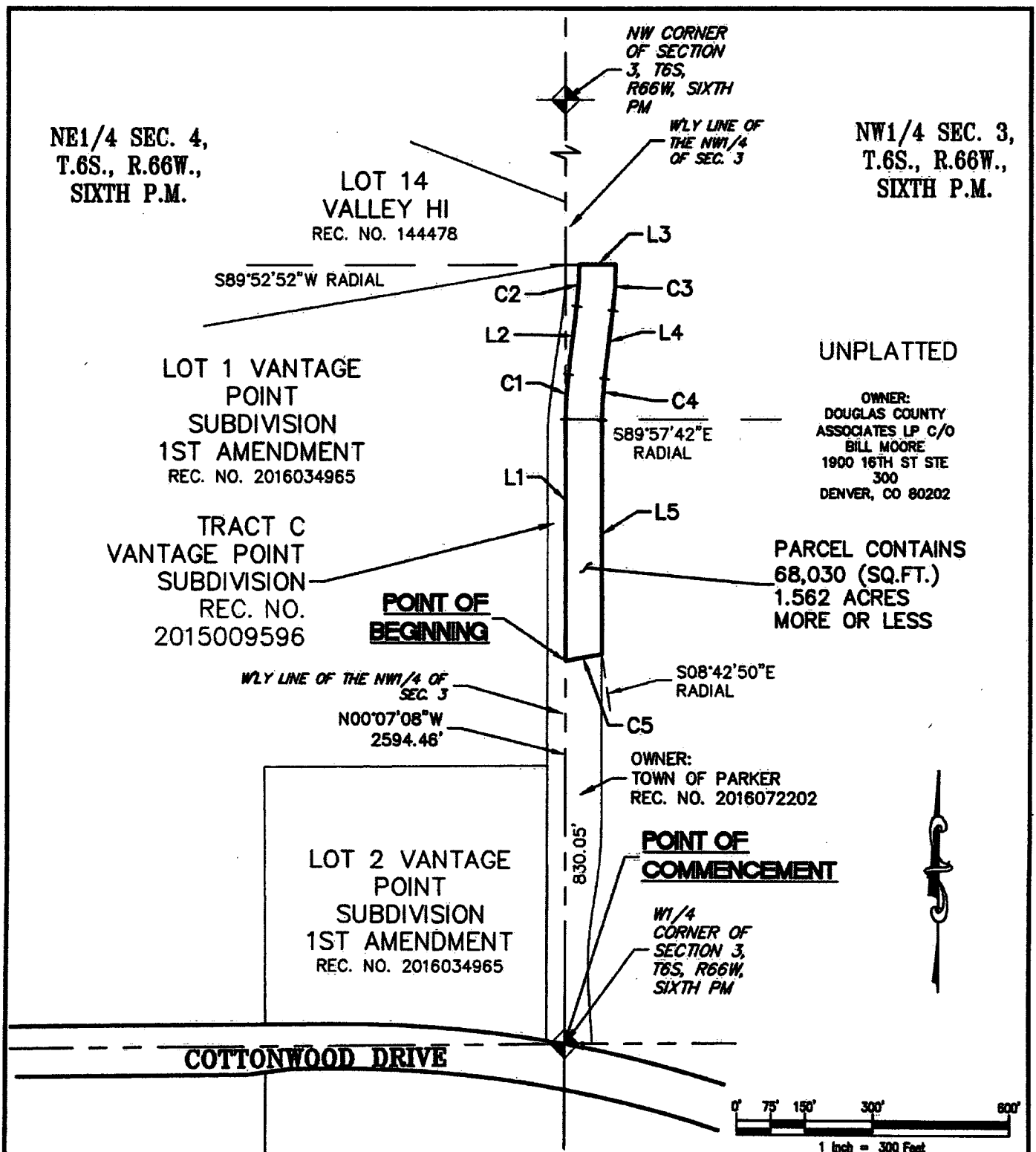


ILLUSTRATION TO EXHIBIT A



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'



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



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

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

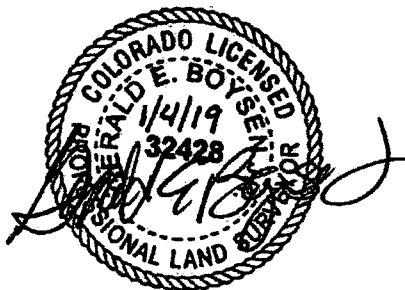
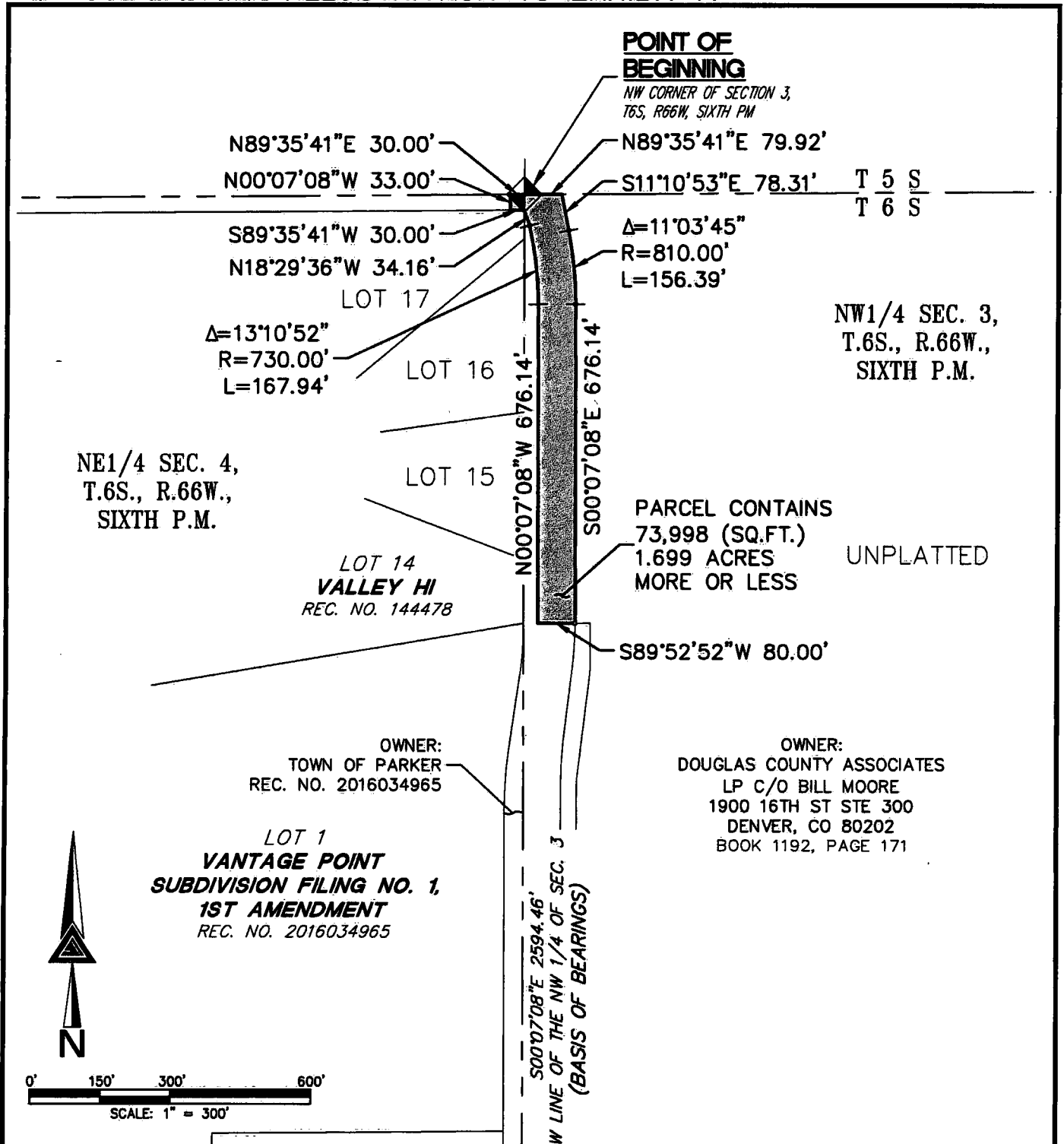


ILLUSTRATION TO EXHIBIT A



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

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

2 OF 2 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 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

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.

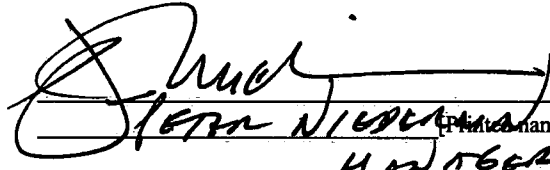
Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary adjacent support and protection of Kings Point Way that is created by this Easement.

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:



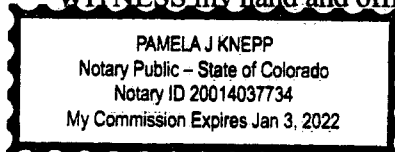
[Print name, title]
H. Nederman

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.

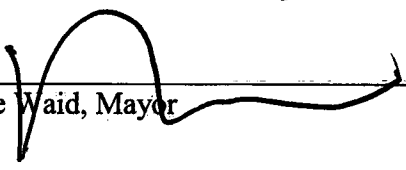




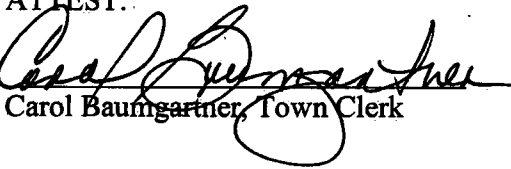
Notary Public

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

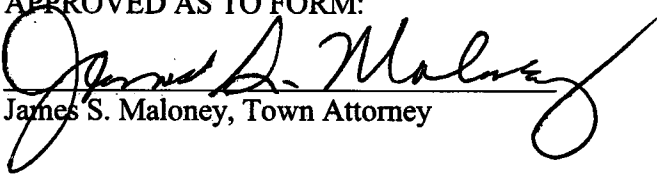
TOWN OF PARKER, COLORADO


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.

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

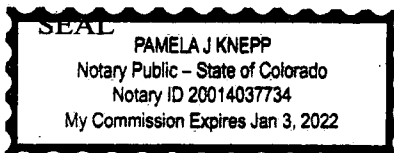
LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

By: [Signature] [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 V.P. of Consolidated Equities, Ltd.

My commission expires: 1/3/22



[Signature]
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;

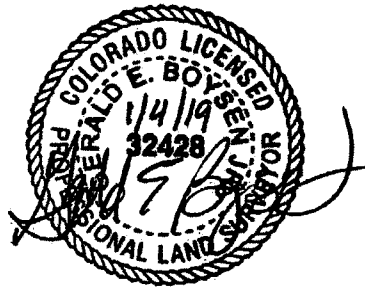
THENCE ALONG A LINE BEING THIRTY (30) FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER, SOUTH 00°07'08" EAST, A DISTANCE OF 676.14 FEET;

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**.

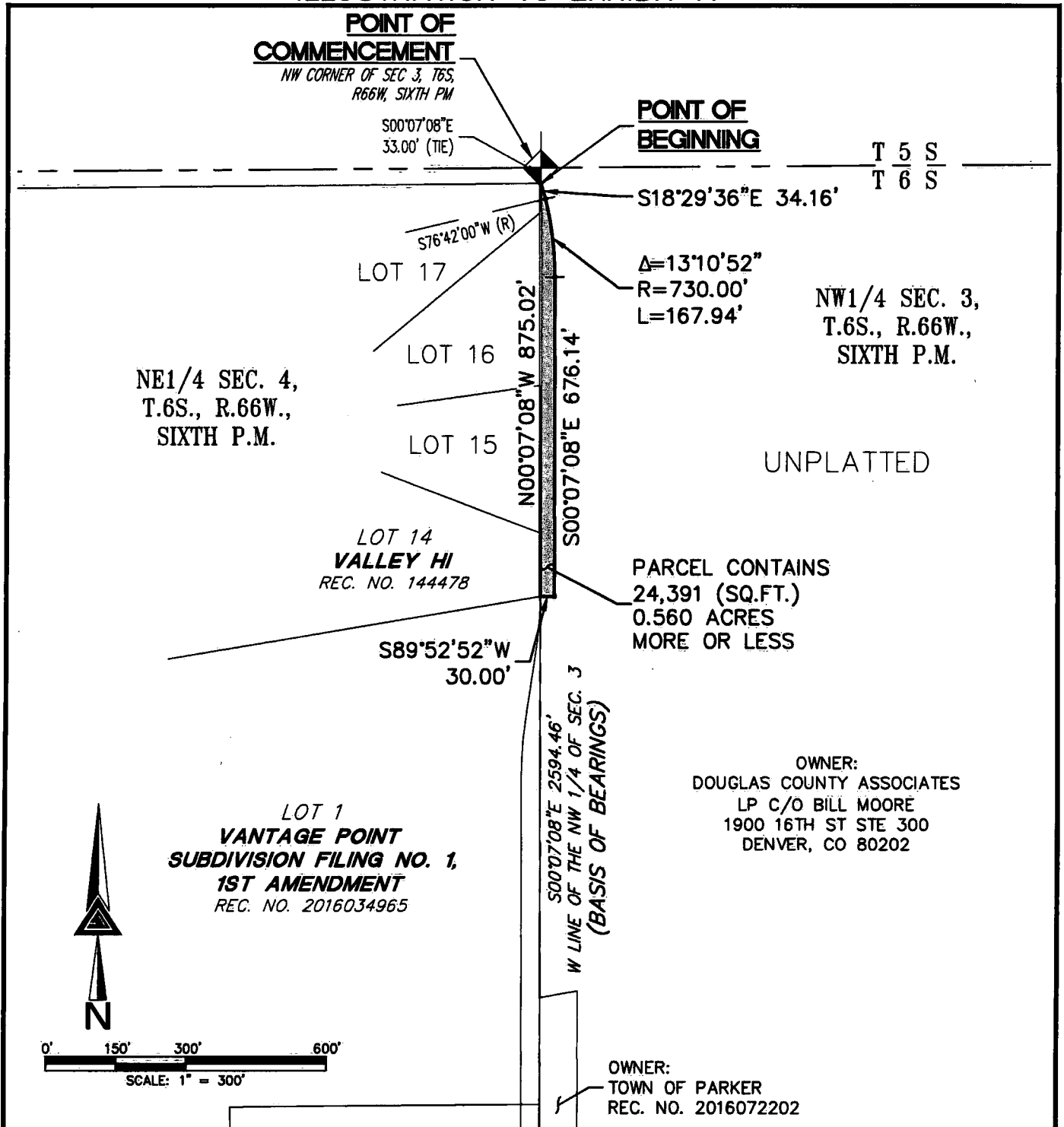
CONTAINING AN AREA OF 0.560 ACRES, (24,391 SQUARE FEET), MORE OR LESS.

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



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

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

JOB NUMBER 24918-15

2 OF 2 SHEETS

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

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.

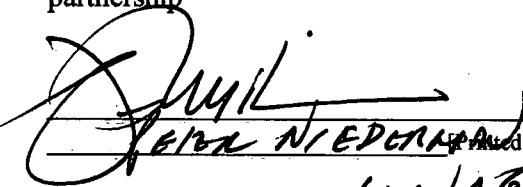
Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Kings Point Way that is created by this Easement.

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:



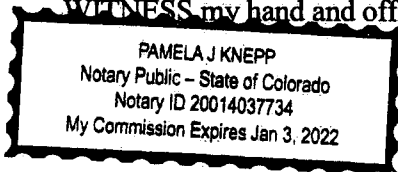
[Printed name, title]
MANAGER

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.





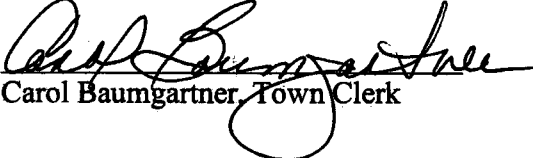
Notary Public

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

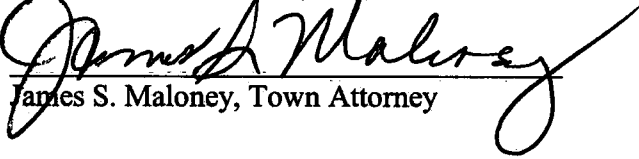
TOWN OF PARKER, COLORADO


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: [Signature]

Peter Nederman [name/title]

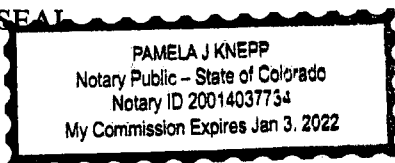
V.P.

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



[Signature]
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.

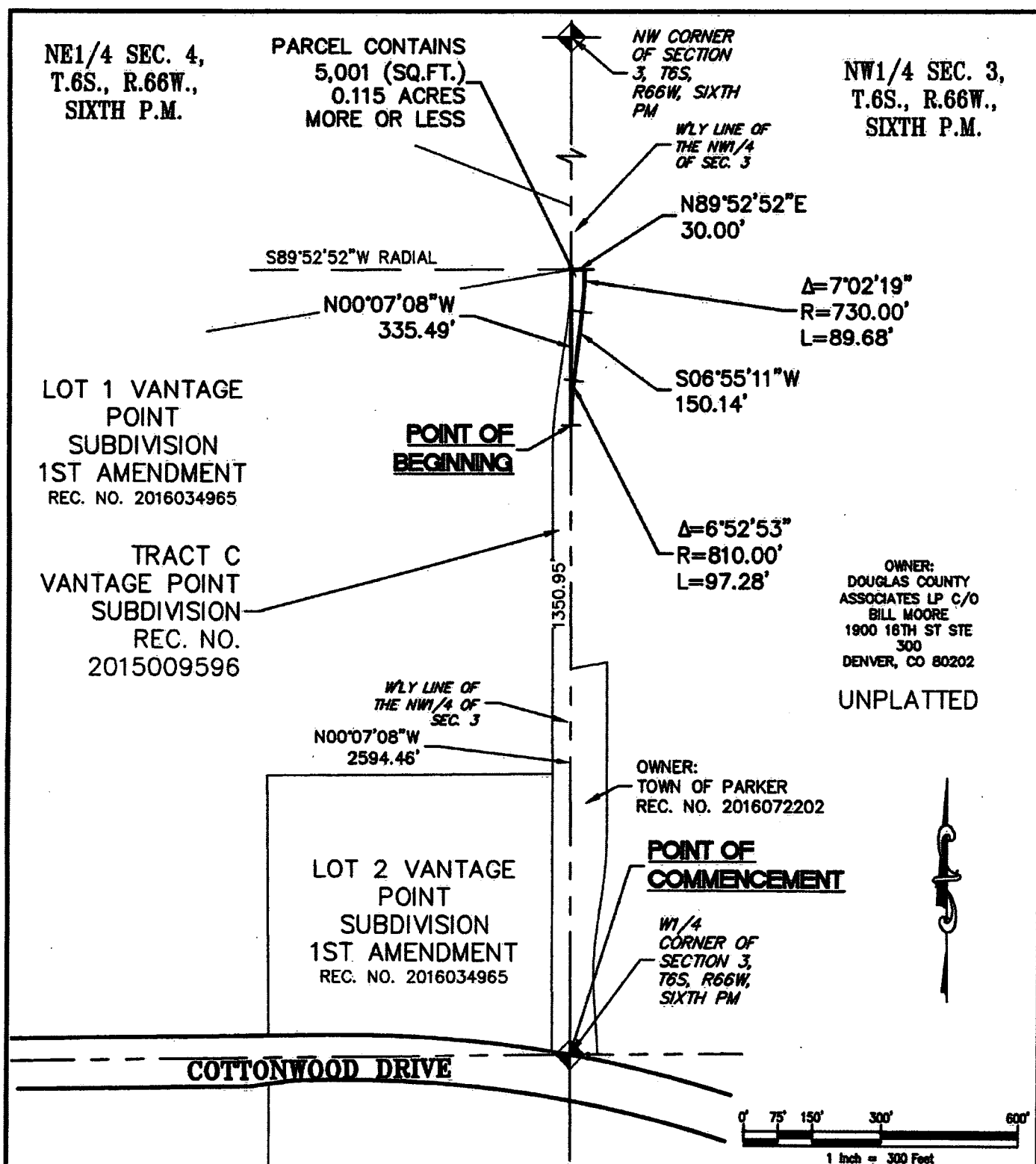
CONTAINING AN AREA OF 0.115 ACRES, (5,001 SQUARE FEET), MORE OR LESS.

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'



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

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 adjacent 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.

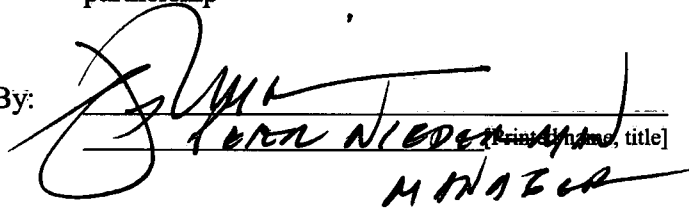
Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Kings Point Way that is created by this Easement.

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:



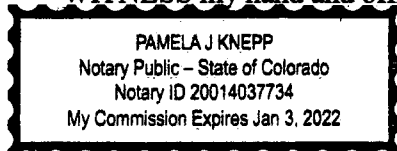
[Name, title]
MANAGER

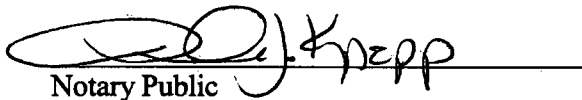
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

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.

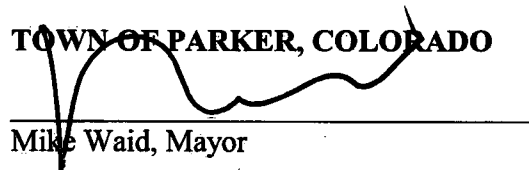




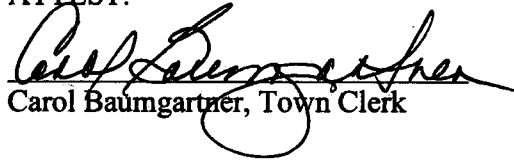
Notary Public

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

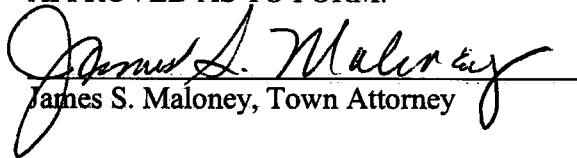
TOWN OF PARKER, COLORADO


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney

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.

7 IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 11th day of June, 2019.

LENDER: CONSOLIDATED EQUITIES, LTD., a Colorado corporation

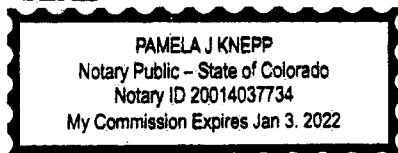
~~BV:~~

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



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.

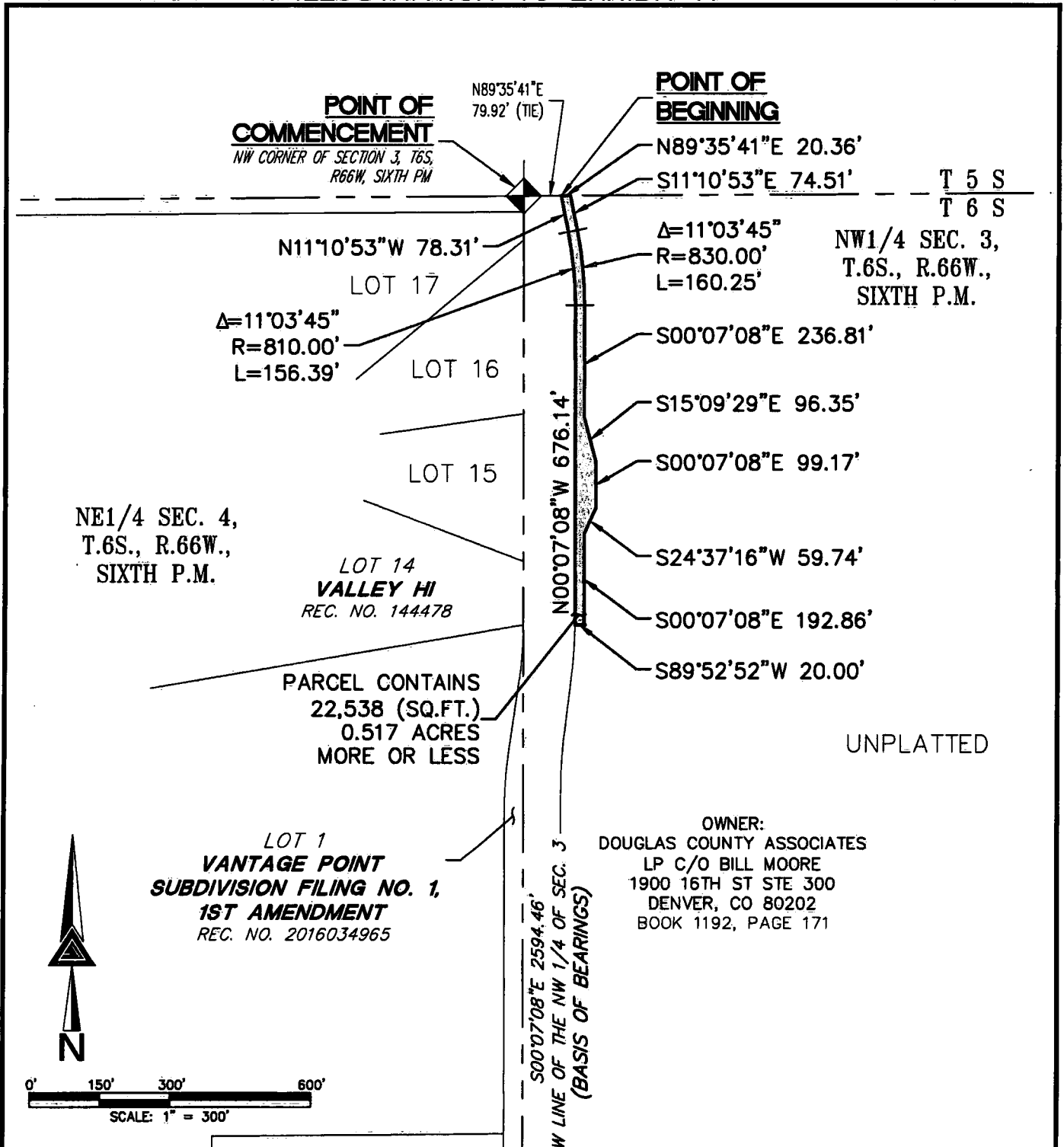
CONTAINING AN AREA OF 0.517 ACRES, (22,538 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

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

SLOPE EASEMENT 2
NW 1/4 SEC. 3, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24918-15

2 OF 2 SHEETS

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

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.

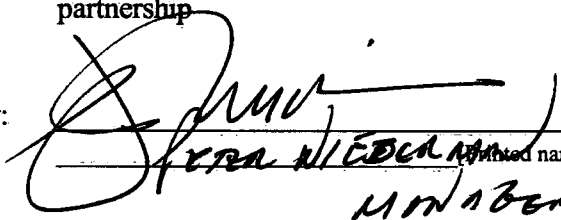
Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Kings Point Way that is created by this Easement.

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:



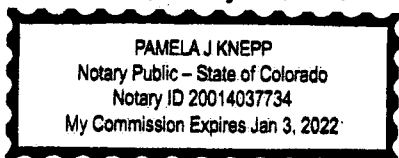
[Printed name, title]
Peter Nederman
Manager

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.





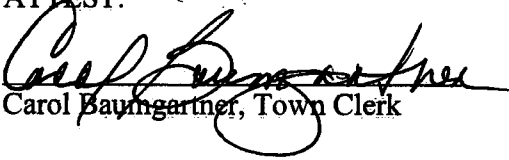
Notary Public

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

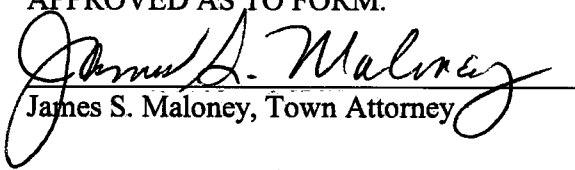
TOWN OF PARKER, COLORADO


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

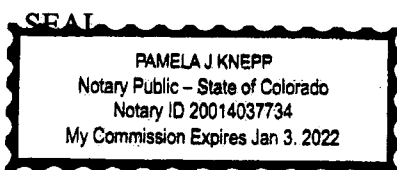
By: _____

Peter Nederman [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.



P. J. Knapp
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;

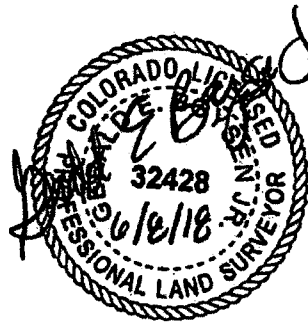
THENCE SOUTH 06°55'11" WEST, A DISTANCE OF 233.44 FEET;

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.

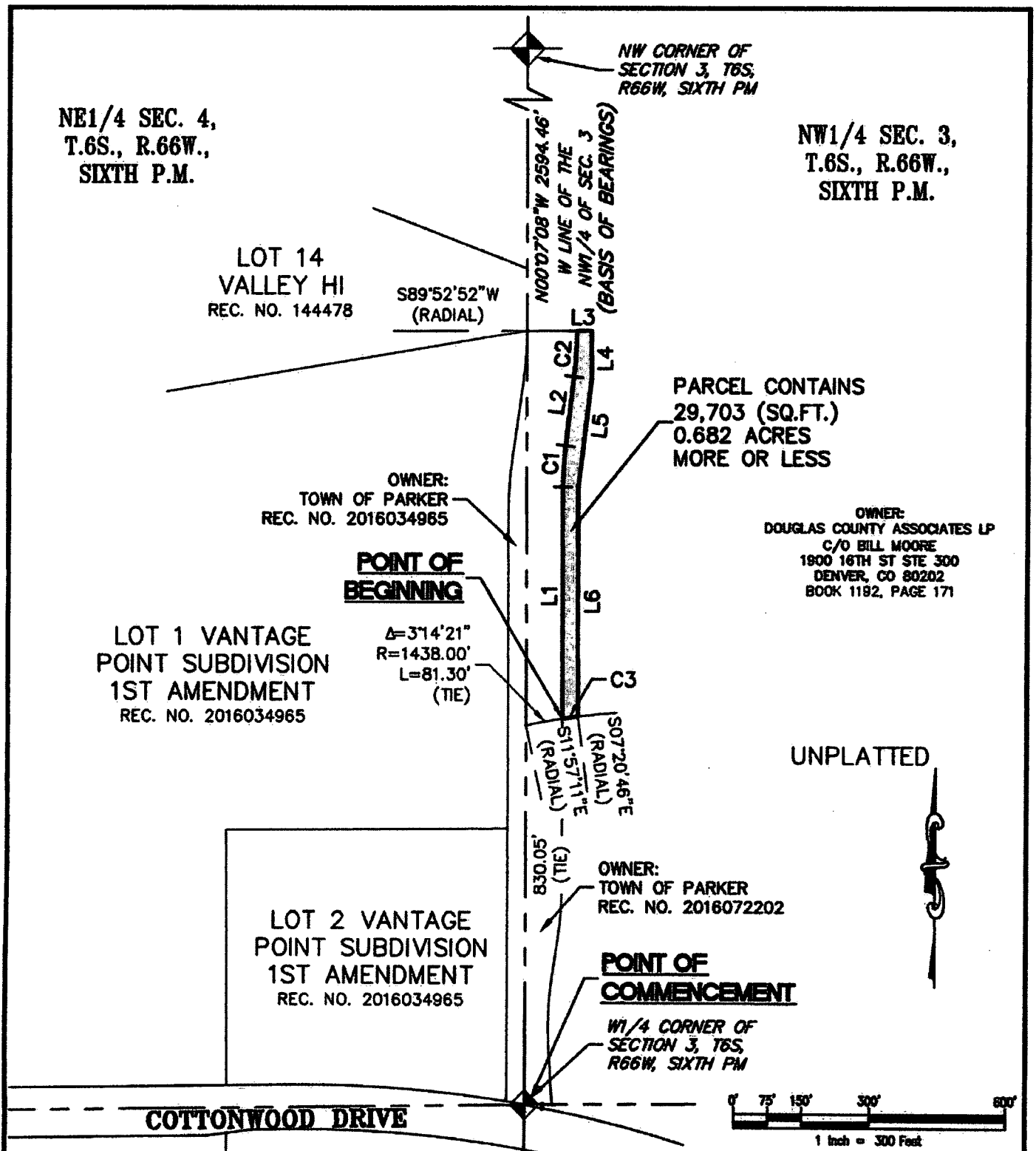
CONTAINING AN AREA OF 0.682 ACRES, (29,703 SQUARE FEET), MORE OR LESS.

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: Q:\4618-15\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:\24818-15\DWG\EXHIBITS\
 DWG NAME: SLOPE 2_DC ASSOC REV
 DWG: DEC CHC
 DATE: 06-07-2018
 SCALE: NA



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 24818-15 3 OF 3 SHEETS



Request for Town Council Action

Date: June 17, 2024

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.617- Second 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

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 No. 1.576, authorizing staff to proceed with good faith negotiations regarding acquiring of right-of-way, 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 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 conveyance. In addition, 2,475 SF of temporary construction easement is needed for the improvements.

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

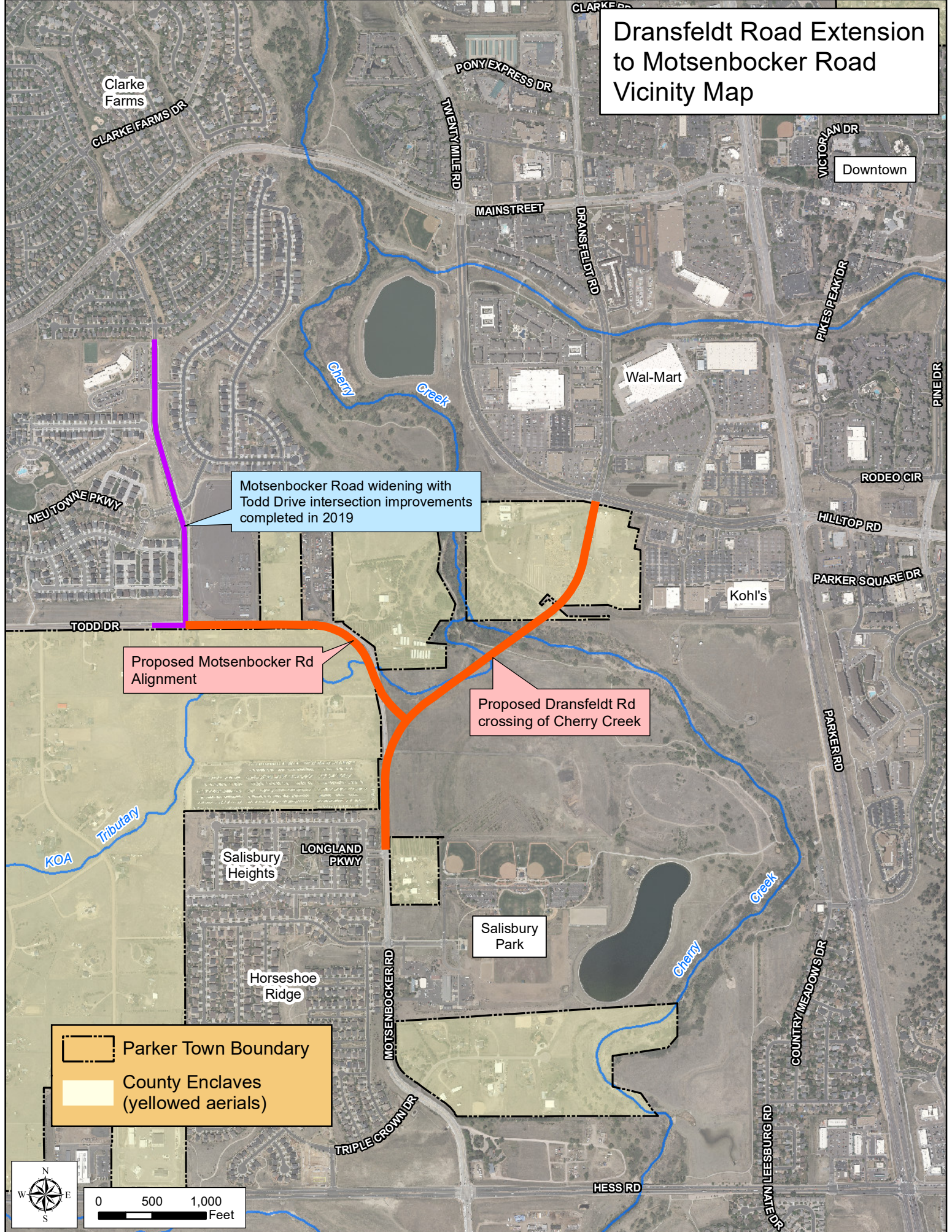
ATTACHMENTS

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 second reading.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map



Outdoor Storage II LLC Easements Vicinity Map



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 (1) 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)
COUNTY OF Douglas) ss.
)

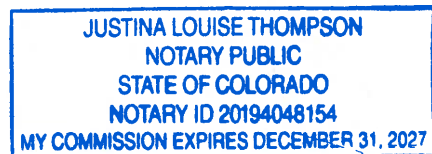
The above and foregoing document was acknowledged before me this 13 day of May, 2024 by ~~Outdoor Storage II, LLC~~ as Manager of Outdoor Storage II, LLC, a Colorado limited liability company Ralph Walker

WITNESS my hand and official seal.

Justin Thompson
Notary Public

My Commission Expires:

12-31-2027



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

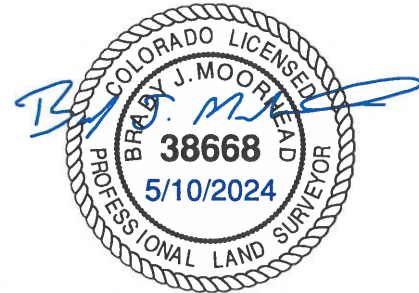
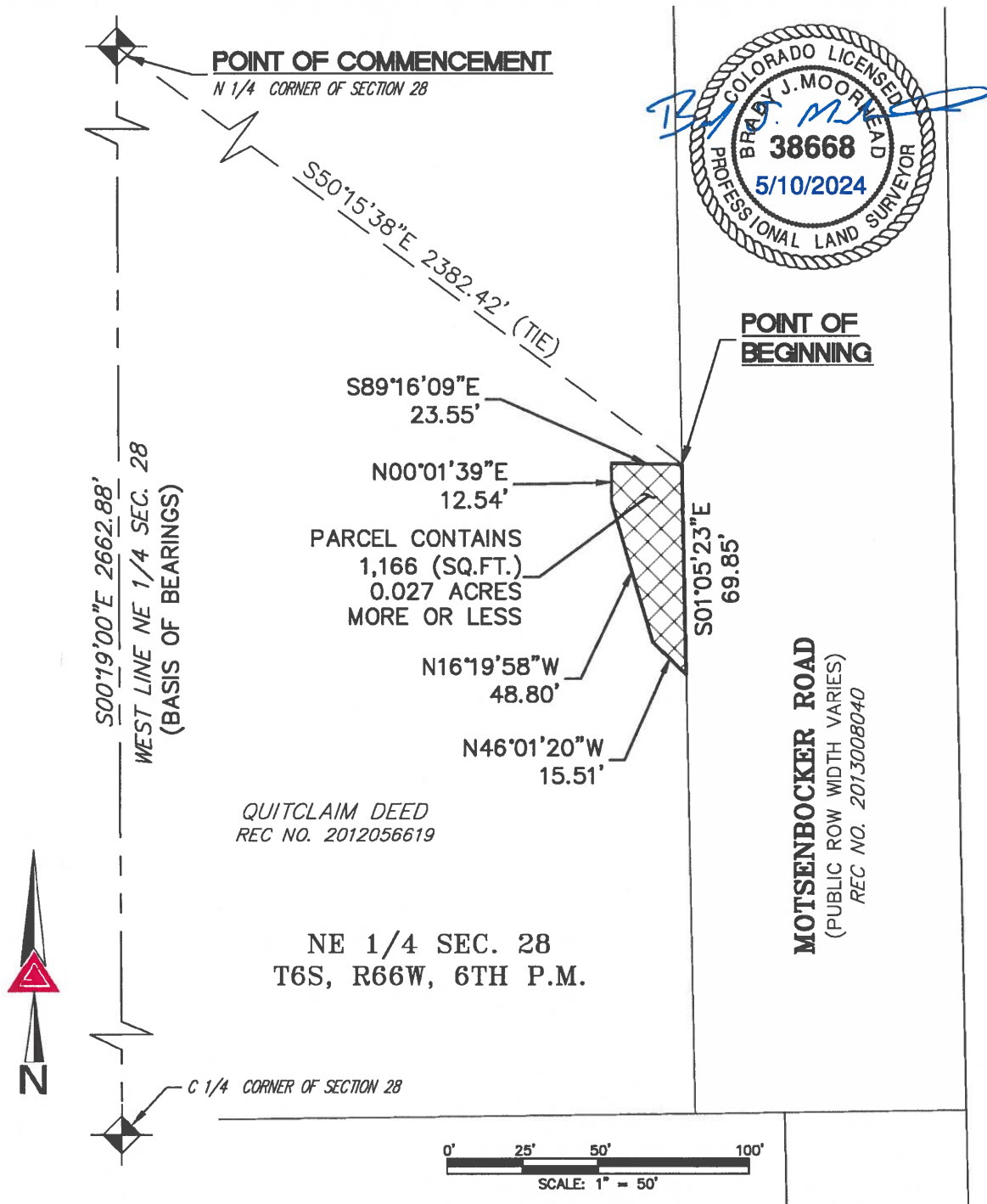


ILLUSTRATION TO EXHIBIT A



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**;

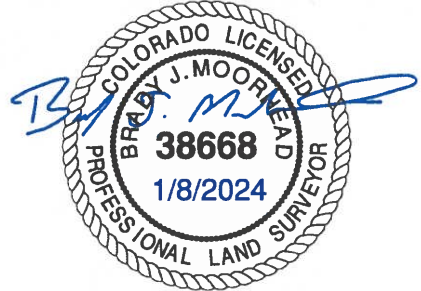
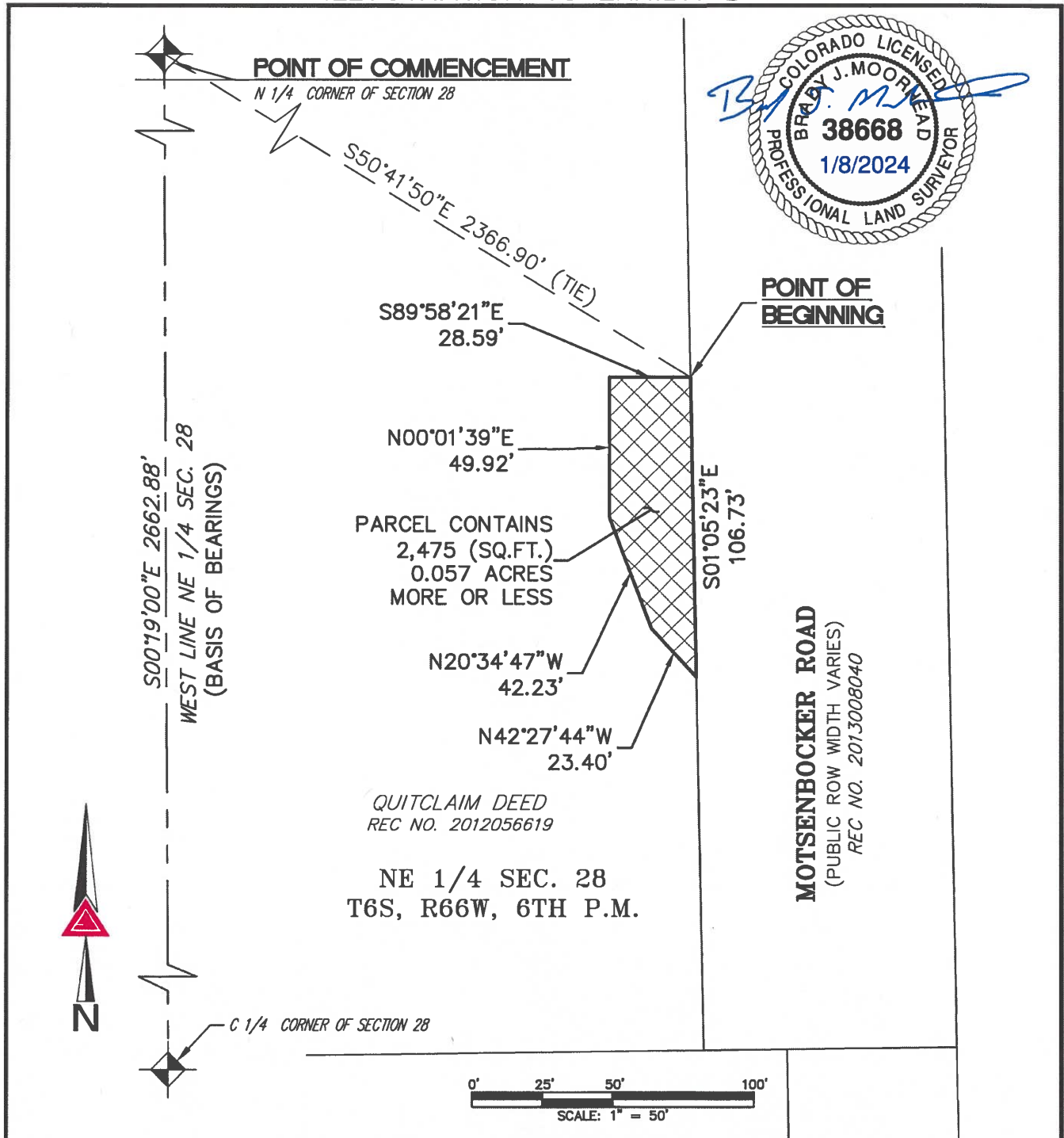
CONTAINING AN AREA OF 0.057 ACRES, (2,475 SQUARE FEET), MORE OR LESS.

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



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



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

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