



PARKER AUTHORITY FOR REINVESTMENT AGENDA
October 21, 2024
Immediately following the Adjournment of the Town Council Meeting

1. **CALL TO ORDER AND ROLL CALL**
2. **PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)**
3. **AGREEMENTS**

REDEVELOPMENT AGREEMENT FOR PARKER MEADOWS IMPROVEMENTS

Staff: Director, Weldy Fezell

4. **ADJOURNMENT**



Request for Authority Board Action

Date: October 21, 2024
Submitted By: Weldy Feazell
Reviewed By: Michelle Kivela, Executive Director
Title: **REDEVELOPMENT AGREEMENT FOR PARKER MEADOWS IMPROVEMENTS**
Staff: **Director, Weldy Feazell**

EXECUTIVE SUMMARY

This item is for a redevelopment agreement (the “Agreement”) for the Becket Drive, Brompton Way and Woodman Drive connectivity project (the “Project”) to construct two points of access for one hundred seventy-one (171) residential units the (“Residential Units”) managed by the Parker Meadows Condominium Association, Inc. (the “Association”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Vehicular access to the residential units that are part of the Association is limited to one (1) point of access through Becket Drive, which is a private street managed and controlled by the Association. Under the Town’s public safety standards, the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units. In order to establish two (2) points of access for the Residential Units, Becket Drive and a parking lot owned by the Association will need to be improved as public streets to be named Becket Drive and Brompton Way, which will connect to Woodman Drive as described in the attach vicinity map. The Project includes, but is not limited to, milling of existing asphalt pavement, asphalt overlay and patching, curb, gutter, and sidewalk replacement in areas with poor drainage, removal and trimming of trees and other improvements to establish a connection to Woodman Drive, which will result in two (2) points of access for the Residential Units.

The Agreement is between the Town, the Parker Authority for Reinvestment (“PAR”), and the Association. Under the Agreement, the Association will authorize the acquisition of the Becket Drive and the Brompton Way property by the Town through a noncontested eminent domain proceeding. The Agreement also provides that the Association will enter into a stipulation that just compensation for the Becket Drive and Brompton Way property to be acquired by the Town is the construction of the Project.

The HOA will submit a land use application to plat and site plan the Project. The plat and site plan will establish the alignment of Becket Drive and the connection of Brompton Way to Woodman Drive. PAR will fund the Project, and the Town will construct improvements to Becket Drive, Brompton Way, and ultimately Woodman Drive, according to Town standards. Upon completion of the Project, the Town will own and

maintain Becket Drive and Brompton Way. Subject to future negotiations with the Parker Water and Sanitation District, the current owner of Woodman Drive, the Town will also assume ownership and maintenance of Woodman Drive.

FINANCIAL IMPACT

Funding for the Project is accounted for in the 301-4310 Highway and Streets Capital Projects fund.

ATTACHMENTS

1. Redevelopment Agreement

RECOMMENDED MOTION

I move to approve the Redevelopment Agreement for Parker Meadows Improvements.

REDEVELOPMENT AGREEMENT FOR PARKER MEADOWS IMPROVEMENTS

THIS REDEVELOPMENT AGREEMENT FOR PARKER MEADOWS IMPROVEMENTS is made and entered into this ____ day of _____, 2024, by and between the Parker Meadows Condominium Association, Inc., a nonprofit corporation organized under the Colorado Nonprofit Corporation Act (the "Association"), the Town of Parker, a Colorado home rule municipal corporation (the "Town"), and the Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town (the "Authority").

RECITALS

A. The Association, which acts by and through its board of directors and officers, is responsible for the management and control of any real property that is owned by the Association, including the real property generally described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Property").

B. The Association was formed on July 22, 1985, and approximately forty-seven (47) residential units are situated on the Property (the "Residential Units").

C. Vehicular access to the Residential Units is limited to one (1) point of access, which is a private street managed and controlled by the Association ("Becket Drive"), which is described in the vicinity map that is attached as **Exhibit B** and incorporated herein by reference (the "Vicinity Map").

D. Under the Town's current public safety standards, the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units.

E. In order to establish two (2) points of access for the Residential Units, a portion of the Property described in **Exhibit C**, which is attached hereto and incorporated herein by reference, will need to be improved as a street that will connect Becket Drive to Woodman Drive (the "Future Brompton Way"), as generally described on the Vicinity Map.

F. In 2006, the Parker Town Council created the Authority as a tool to facilitate the redevelopment and revitalization goals of the Town to address blight.

G. In 2012, the Parker Town Council adopted the Cottonwood Commercial Area Urban Renewal Plan (the "Plan Area"), as provided in Resolution No. 12-45, Series of 2012. The Property is contained within the Plan Area.

H. The Plan Area was established in part to address certain blight factors, which included the ". . . predominance of defective or inadequate street layout . . ."

I. The Parker Town Council determined that the Plan Area is a blighted area and is appropriate for an urban renewal project.

J. The Authority has determined that it is necessary or desirable to carry out the purposes of the Plan for public safety to address the inadequate street layout that currently exists within the Property, by improving Future Brompton Way, Becket Drive and Woodman Drive (the “Street Improvements”).

K. The Authority desires to fund the Street Improvements described in **Exhibit D**, which is attached hereto and incorporated herein by reference (the “Project”).

L. The Town has determined that the Project is necessary and for a public purpose, and has determined to acquire the property necessary for the Street Improvements through eminent domain if necessary.

M. The Town desires to construct the Project; provided that (i) the Association authorizes the acquisition of the Becket Drive and Future Brompton Way property by the Town through a non-contested eminent domain proceeding as resolution of the Town’s desire to acquire the property necessary to construct the Street Improvements (the “Eminent Domain Proceeding”) in which the Association agrees through a duly executed stipulation that just compensation for the Becket Drive and Future Brompton Way property acquired by the Town is the Street Improvements, (ii) the Parker Water and Sanitation District (the “District”) conveys the right-of-way for Woodmen Drive to the Town, (iii) the Town and the Association approves the replat and site plan for the Property, and (iv) the Authority funds the Project (collectively the “Town Conditions”).

N. The Association desires that the Authority fund the Project and that the Town construct the Project, subject to the Town Conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledge, the parties hereto agree as follows:

1. Replat and Site Plan for the Property. The Association will submit an application to the Town for the preparation of a replat and site plan for the Property (the “Land Use Plan”). The Land Use Plan will establish the alignment of Becket Drive and Future Brompton Way and establish the street names for Becket Drive and Brompton Way as dedicated public streets. Upon approval of the Land Use Plan, the Association consents to and agrees that the Town will initiate the Eminent Domain Proceeding for the non-contested acquisition of the Becket Drive and Brompton Way property as resolution of the Town’s desire to acquire the property necessary to construct the Street Improvements, allowing the Town to obtain a Final Rule and Order vesting title to the Becket Drive and Future Brompton Way property in the Town. Prior to the recordation of the replat, Town shall record the Final Rule and Order received as a result of the non-contested eminent domain proceeding, and thereafter shall record the replat, which contains Becket Drive and Brompton Way property obtained through the Eminent Domain Proceeding.

2. Funding of the Project. Following the recordation of the Final Rule and Order received as a result of the Eminent Domain Proceeding and the replat, and the District’s conveyance of the right-of-way for Woodmen Drive to the Town, the Authority agrees to fund the construction of the Project by the Town, including the costs associated with the Town’s preparation of the Land Use Plan.

3. Construction of the Project. The Town agrees to construct the Project within twenty-four (24) months of the date that the Town Conditions are fully satisfied. The parties hereto will endeavor to satisfy the Town Conditions by June 30, 2025. In the event the Town Conditions are not satisfied by June 30, 2025, this Agreement shall automatically terminate, unless this Agreement is amended by the parties hereto to further extend the date to satisfy the Town Conditions. Following the completion and acceptance of the Project by the Town, the Authority will convey the right-of-way for Becket Drive and Brompton Way to the Town, to be owned and maintained by the Town as public right-of-way.

4. License Agreement for Parking Within Public Right-of-Way. Upon conveyance of the right-of-way for Becket Drive and Brompton Way to the Town as set forth in Section 3, the Town shall grant a license to the Association in the form attached hereto as **Exhibit F**, and incorporated herein by this reference (the "License"). Said License shall authorize the Association to use the Licensed Property for the sole purpose of (a) providing on-street parking on those portions of Becket Drive and Brompton Way set forth in the License for the exclusive use of members of the Association as determined by the Association; (b) striping the Licensed Property to designate parking spaces for the exclusive use of the members of the Association; (c) installing signage to identify parking for the exclusive use of members of the Association; and (d) enforcing the use of the Licensed Property by the Association for the benefit of the members of the Association as more particularly described in the License.

5. The Fence. The existing chain link fence along the north side of Woodman Drive that is located east of the Future Brompton Way intersection will be removed and replaced with a 6-foot-high wood privacy fence, as part of the urban renewal project improvements. The wood privacy fence will be constructed as depicted in **Exhibit G**, which is attached hereto and incorporated herein by reference. Following construction, the Association will assume the ownership and long-term maintenance of this privacy fence.

6. Miscellaneous.

A. Governing Law and Venue. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Douglas County, Colorado.

B. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed, except by a written agreement among the Parties.

C. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

D. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town or Authority, or their respective officials, employees, contractors or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Town or Authority,

pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

E. Annual Appropriations. The Town and Authority do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligation hereunder is subject to annual appropriation.

F. Nonassignability. Neither the Association, the Town nor the Authority may assign its rights or delegate its duties hereunder without the prior written consent of the other Parties to this Agreement.

G. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

H. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

I. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Douglas County.

J. Binding Agreement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

K. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

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

M. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof, except as expressly set forth herein.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first written above.

PARKER MEADOWS CONDOMINIUM ASSOCIATION, INC., a nonprofit corporation organized under the Colorado Nonprofit Corporation Act

John Decker
HOA BOARD PRESIDENT [name/title]

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 18 day of October, 2024, by Jason Dahnke, as HOA Board President of Parker Meadows Condominium Association, Inc., a nonprofit corporation organized under the Colorado Nonprofit Corporation Act.

My commission expires: July 14, 2025.

SEAL

Wendy Seacat
Notary Public

WENDY SEACAT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214028136
MY COMMISSION EXPIRES JULY 14, 2025

TOWN OF PARKER, COLORADO

John Diak, Mayor Pro Tem

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

**PARKER AUTHORITY FOR
REINVESTMENT**

By: _____
John Diak, Vice Chair

ATTEST:

Chris Vanderpool, Authority Clerk

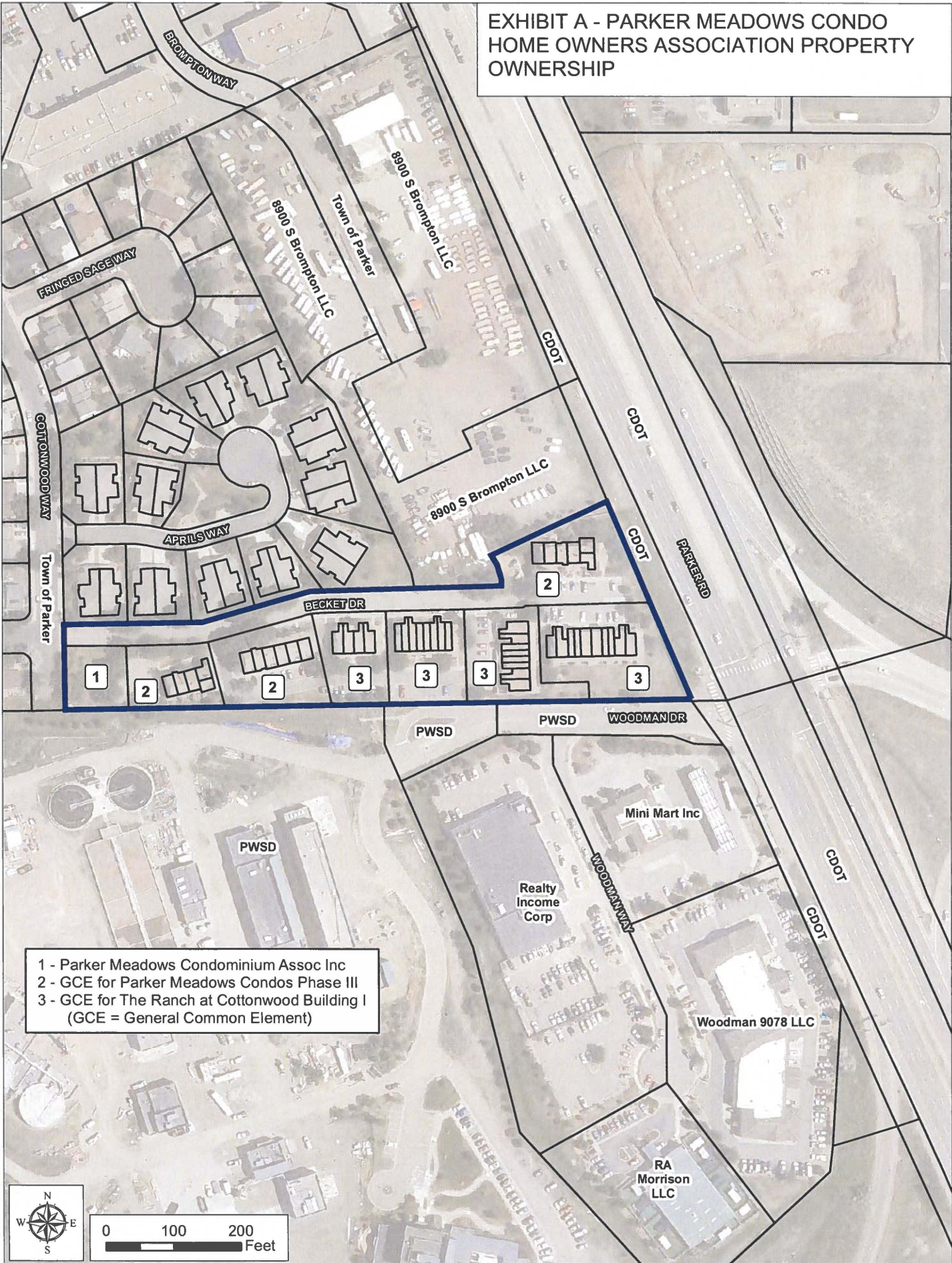
APPROVED AS TO FORM:

Corey Y. Hoffmann, Authority Attorney

EXHIBIT LIST

- Exhibit A Legal Description
- Exhibit B Vicinity Map
- Exhibit C Description of Brompton Way
- Exhibit D Street Improvements
- Exhibit E Legal Description of Becket Drive and Future Brompton Way
- Exhibit F Form of License Agreement
- Exhibit G Wood Privacy Fence

EXHIBIT A - PARKER MEADOWS CONDO HOME OWNERS ASSOCIATION PROPERTY OWNERSHIP



- 1 - Parker Meadows Condominium Assoc Inc
- 2 - GCE for Parker Meadows Condos Phase III
- 3 - GCE for The Ranch at Cottonwood Building I
(GCE = General Common Element)

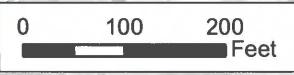


EXHIBIT B - VICINITY MAP



Cottonwood King Soopers

ASPEN CIR

COTTONWOOD DR

BROMPTON WAY

PRICKLY PEAR CIR

COTTONWOOD WAY

FRINGED SAGE WAY

SQUIRREL TAIL PL

BISCUIT ROOT DR

APRILS WAY

BECKET DR

PARKER RD

Costco

DRIVEWAY

WOODMAN DR

WOODMAN WAY

Parker Water & Sanitation District

E-470



0 200 400 Feet

EXHIBIT C - IMPROVED AREA TO CONNECT
BECKET & WOODMAN DRIVE



Cottonwood
King Soopers

ASPEN CIR

COTTONWOOD DR

BROMPTON WAY

PRICKLY PEAR CIR

COTTONWOOD WAY

FRINGED SAGE WAY

SQUIRREL TAIL PL

BISCUIT ROOT DR

APRILS WAY

BECKET DR

PARKER RD

Costco

WOODMAN DR

Parker Water &
Sanitation District

WOODMAN WAY

AREA TO BE
IMPROVED AS
THE "FUTURE
BROMPTON WAY"
FOR BECKET
AND WOODMAN
DRIVE
CONNECTION



0 200 400
Feet

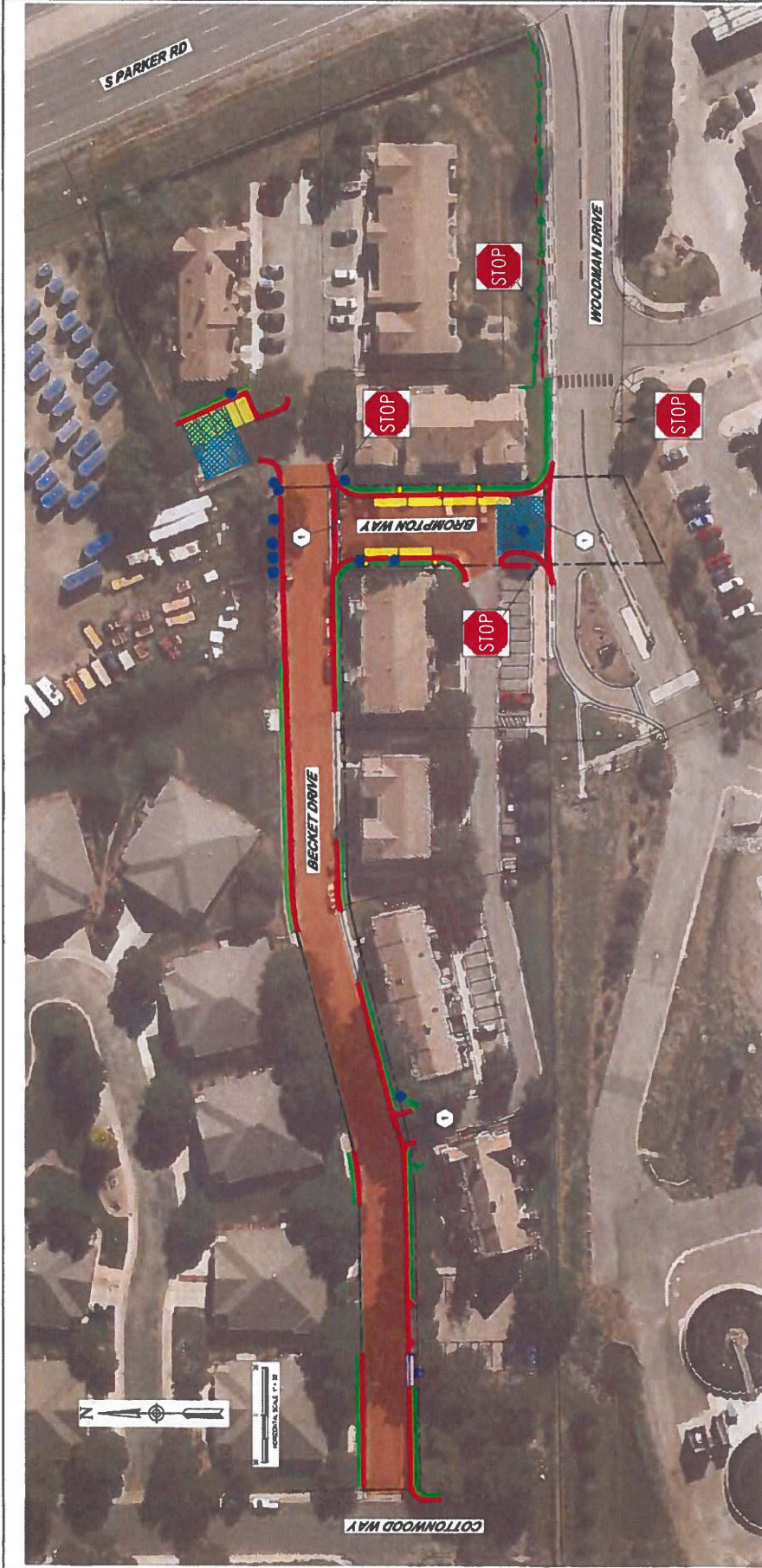
Exhibit D

Becket and Woodman Drive Connectivity

This exhibit (Exhibit D) contains the list of anticipated site improvements to take place with the Becket and Woodman Drive Connectivity project. The list includes but is not limited to:

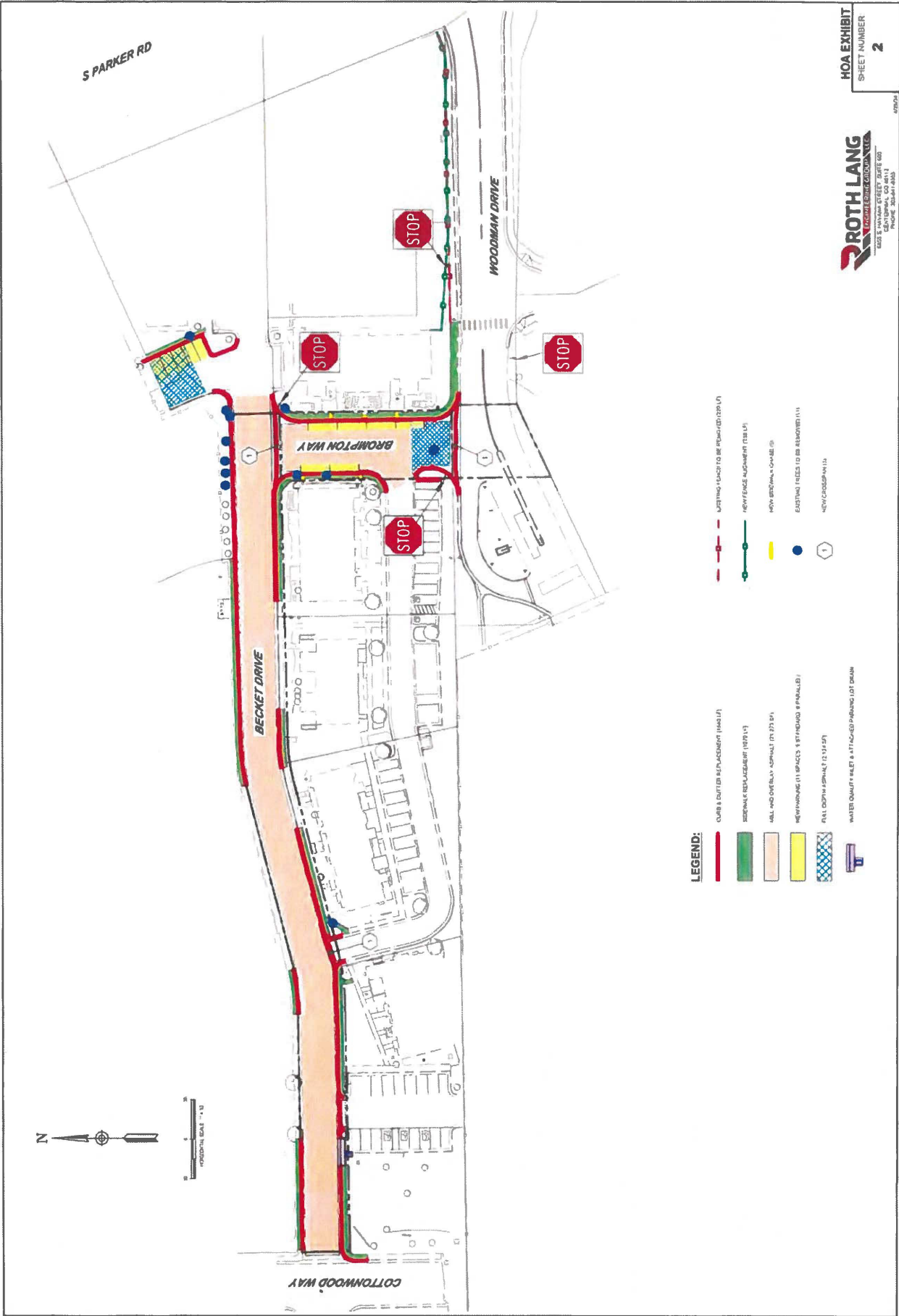
- 1) 2 inch milling of existing asphalt pavement.
- 2) 2 inch asphalt overlay.
- 3) Asphalt patching.
- 4) Curb and gutter replacement in areas with poor drainage.
- 5) Sidewalk replacement in areas with improper drainage.
- 6) Installation of water quality structure
- 7) Removal of trees.
- 8) Trimming of trees over Becket drive
- 9) Curb ramp installation
- 10) Storm inlet replacement
- 11) Removal and replacement of speed limit signs.
- 12) Removal of existing chain link fence
- 13) Relocation of light pole
- 14) Sidewalk chase drains.
- 15) Surveying
- 16) Traffic control

EXHIBIT E



LEGEND:

- CURB & GUTTER REPLACEMENT (1461 LF)
- SIDEWALK REPLACEMENT (1036 LF)
- NEW PAVING (11 SPACES @ 8' STANDARD & PARALLEL)
- FULL DEPTH ASPHALT (21,124 SF)
- WATER QUALITY INLET & ATTACHED PAVING LOT DRAIN
- EXISTING FENCE TO BE REMOVED (228 LF)
- NEW FENCE ALIGNMENT (216 LF)
- NEW SIDEWALK CHAIRS (8)
- EXISTING TREES TO BE REMOVED (11)
- NEW CROSSLANE (3)



LEGEND:

- CURB & GUTTER REPLACEMENT (ASPHALT)
- SIDEWALK REPLACEMENT (ASPHALT)
- HALL AND OVERLAP ASPHALT (12 FT x 8 FT)
- NEW PARKING (11 SPACES x 8 FT x 20 FT & PARALLEL)
- FULL DEPTH ASPHALT (12 FT x 8 FT)
- WATER QUALITY SLEET & ATTACHED PARKING LOT DRAIN
- EXISTING FENCE TO BE REMOVED (20 FT)
- NEW FENCE ALIGNMENT (20 FT)
- NEW SIDEWALK ALIGNMENT (5)
- EXISTING TREES TO BE REMOVED (11)
- NEW CROSSLANE (1)

EXHIBIT F

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the Town of Parker, Colorado (the "Town"), and the Parker Meadows Condominium Association, Inc., a nonprofit corporation organized under the Colorado Nonprofit Corporation Act (the "Licensee").

1. **LICENSED PROPERTY.** The property that is licensed for the use and the term provided for in this License is described as "Parallel Parking" on **Exhibit 1**, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property for the use described herein is subject to all easements and rights-of-way of record.

2. **GRANT OF LICENSE.** Subject to the terms and condition set forth in this Agreement, the Town hereby grants a license (the "License") to the Licensee to use the Licensed Property for the sole purpose of (a) providing on-street parallel parking for the exclusive use of members of the Licensee as determined by the Licensee; (b) striping the Licensed Property to designate parallel parking spaces for the exclusive use of the members of the Licensee ("Striping"); (c) installing signage on the Licensed Property to identify parking for the exclusive use of members of the Licensee ("Signage"); and (d) Licensee enforcement of the use of on-street parallel parking for the benefit of the members of the Licensee. The Striping and Signage shall conform with the requirements of the Uniform Manual of Traffic Control Devices as adopted by the Town. Each party agrees and understands that this Agreement does not create a real property interest of any kind or nature, or any type of possessory estate or interest in the Licensed Property. The Licensed Property shall be for the use of the Licensee for the benefit of its members for the sole purpose set forth herein.

3. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall maintain the Striping and Signage improvements on the Licensed Property according to the plans approved by the Town. Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Licensed Property, including Striping and Signage without the prior written consent of the Public Works Director and to keep the Striping and Signage in good repair at the expense of Licensee.

4. **RE-ENTRY.** Licensee covenants and agrees to permit the Town or its duly authorized representatives to enter upon the Licensed Property, at any reasonable hour of the day, for the purpose of inspecting the same, making surveys, making minor and major repairs, including temporarily closing part or all of the Licensed Property for such repairs and to do such other acts and things as it deems necessary for the protection of its interests therein.

5. **CONDITION OF THE LICENSED PROPERTY.** Licensee accepts the Licensed Property in its current condition, AS IS, with all faults, latent or patent. Licensee acknowledges and agrees that Licensee has examined or has been afforded a reasonable opportunity to examine all matters concerning the Licensed Property that Licensee deems material to this License and Licensee's use of the Licensed Property, and that Licensee is relying solely upon its own judgment and expertise as to such matters, the condition of the Licensed Property and its suitability for use. The Town has not made and does not hereby make any representations or

warranties to Licensee that the Licensed Property is suitable or adequate in any respect for the activities or uses that Licensee intends to conduct or may conduct thereon. All express and implied warranties are hereby disclaimed. Licensee acknowledges that there are no promises, representations, agreements, warranties (whether express or implied), conditions or understandings, whether oral or written, between the parties other than those expressly stated in this Agreement.

6. RESERVATION FOR COUNCIL USE. This Agreement is made under and conformable to the provisions of all Town of Parker regulations insofar as applicable. These provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the Agreement. The Town reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the Town and the Town retains all rights to access, operate, maintain, install, repair, remove, or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary.

7. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, the following insurance coverage:

a) Licensee Insurance Requirements. Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, the following insurance coverage:

i. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this License Agreement and Employers' Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

ii. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

iii. The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of

property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

b) Endorsement. The Commercial General Liability Insurance policy required above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Licensee. No additional insured endorsement to the required Commercial General Liability Insurance policy above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Licensee shall be solely responsible for any deductible losses under any policy required above.

c) Certificate of Insurance Required. Neither Licensee nor its agents, successors, assigns, lessees and licensees shall occupy the Licensed Property, until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Town. **The certificate of insurance must be on file with the Town thirty (30) days prior to the event.** Each insurance policy shall list the Town as an additional named insured.

d) Approval by the Town. The certificate of insurance provided by the Licensee shall be completed by the Licensee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the Town prior to commencement of the License Agreement**. No other form of certificate shall be used. The certificate shall identify this License Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 E. Mainstreet
Parker, Colorado 80138
Fax: 303-841-4814
Email: RiskManagement@parkeronline.org

It is the affirmative obligation of the Licensee to notify the Town's Risk Manager, as provided in this License Agreement, including faxing or e-mailing a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this License Agreement, and failure to do so shall constitute a breach of this License Agreement.

e) Breach. Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this License Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Licensee to the Town

upon demand, or the Town may offset the cost of the premiums against any monies due to Licensee from the Town.

f) Right to Review. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. **LIABILITY AND INDEMNIFICATION.** The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property, including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire or theft during the term of the License Agreement or any renewal thereof. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees), which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by reason of Licensee's negligent use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License Agreement.

9. **TERMINATION.**

a) Termination for Cause. If Licensee is in default of any of Licensee's obligations under this Agreement, then the Town shall have the right to terminate the Agreement effective immediately upon notice to Licensee.

b) Effect of Termination. If, at any time, the Agreement shall be terminated as set forth in this Paragraph, or by any other means, the Licensee agrees to surrender and deliver up the Licensed Property peaceably to the Town immediately upon the termination.

c) Forcible Detainer. If the Licensee shall remain in possession after termination, the Licensee shall be deemed guilty of a forcible detainer on the Licensed Property and, waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without the process of law. In such event of the Licensee's continued possession after termination, it shall be lawful for the Town to enter onto the Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of the Licensee or of any person or persons occupying the same, and to expel, remove, or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor.

10. **NOTICE.** Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address herein given. The Director of Engineering/Public Works shall be the representative of the Town to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address herein given during the term of this License, Licensee shall notify the Town in writing of such change of address:

The Town: Town Attorney's Office
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Licensee: _____
Attn.: _____

12. ENFORCEMENT. The Town shall be entitled to all remedies at law or in equity for the enforcement of this Agreement.

13. GOVERNING LAW AND VENUE. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado and venue for any dispute shall be in Douglas County, Colorado.

14. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors, and assigns of the parties. The Licensee shall notify the Town when there is a change of ownership and provide the Town with the name, address and contact information for the registered agent, managing principal or designated representative.

15. NO THIRD-PARTY BENEFICIARIES. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Licensee. It is the express intention of the Town and the Licensee that any such person or entity, other than the Town and the Licensee, receiving benefits under this Agreement shall be deemed an incidental beneficiary only.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter set forth herein, and this Agreement supersedes all prior written or oral understandings, agreements, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties, except as specifically expressed in writing, making reference to this Agreement, and signed by all parties hereto agreeing to be bound thereby.

17. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18. SURVIVAL. All obligations of Licensee under this Agreement shall survive the expiration or termination of the License.

19. HEADINGS. The section headings used in this Agreement are for convenience only and shall not be considered in construing the meaning of any provision of this Agreement.

20. NO IMPLIED WAIVERS. The failure or delay of the Town to exercise any of

its rights under this Agreement shall not constitute a waiver of any such rights. The Town shall not be deemed to have waived any right under this Agreement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

21. NO ASSIGNMENT. The Licensee covenants and agrees to not assign this Agreement without the prior written consent of the Town, which the Town may withhold or make conditional in its sole and absolute discretion.

22. GOVERNMENTAL IMMUNITY. Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Town, its officials and employees is controlled and limited by the provisions of Section 24-10-101 et seq., C.R.S., as now or hereafter amended.

23. COUNTERPARTS. This License Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Agreement shall be acceptable and binding.

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

TOWN OF PARKER, COLORADO

By: Exhibit – do not sign.
Michelle Kivela, Town Administrator

ATTEST:

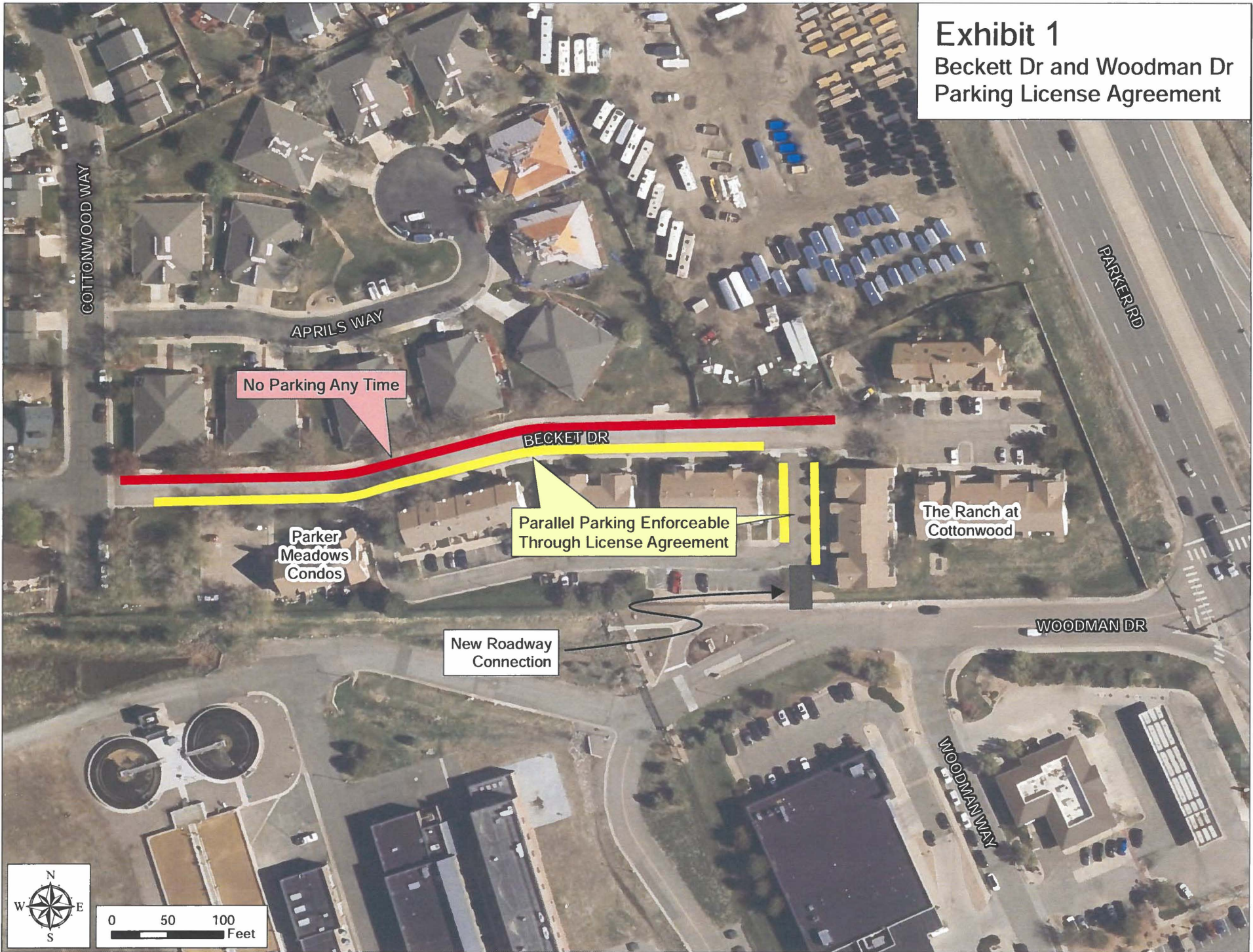
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

Exhibit 1

Beckett Dr and Woodman Dr Parking License Agreement



No Parking Any Time

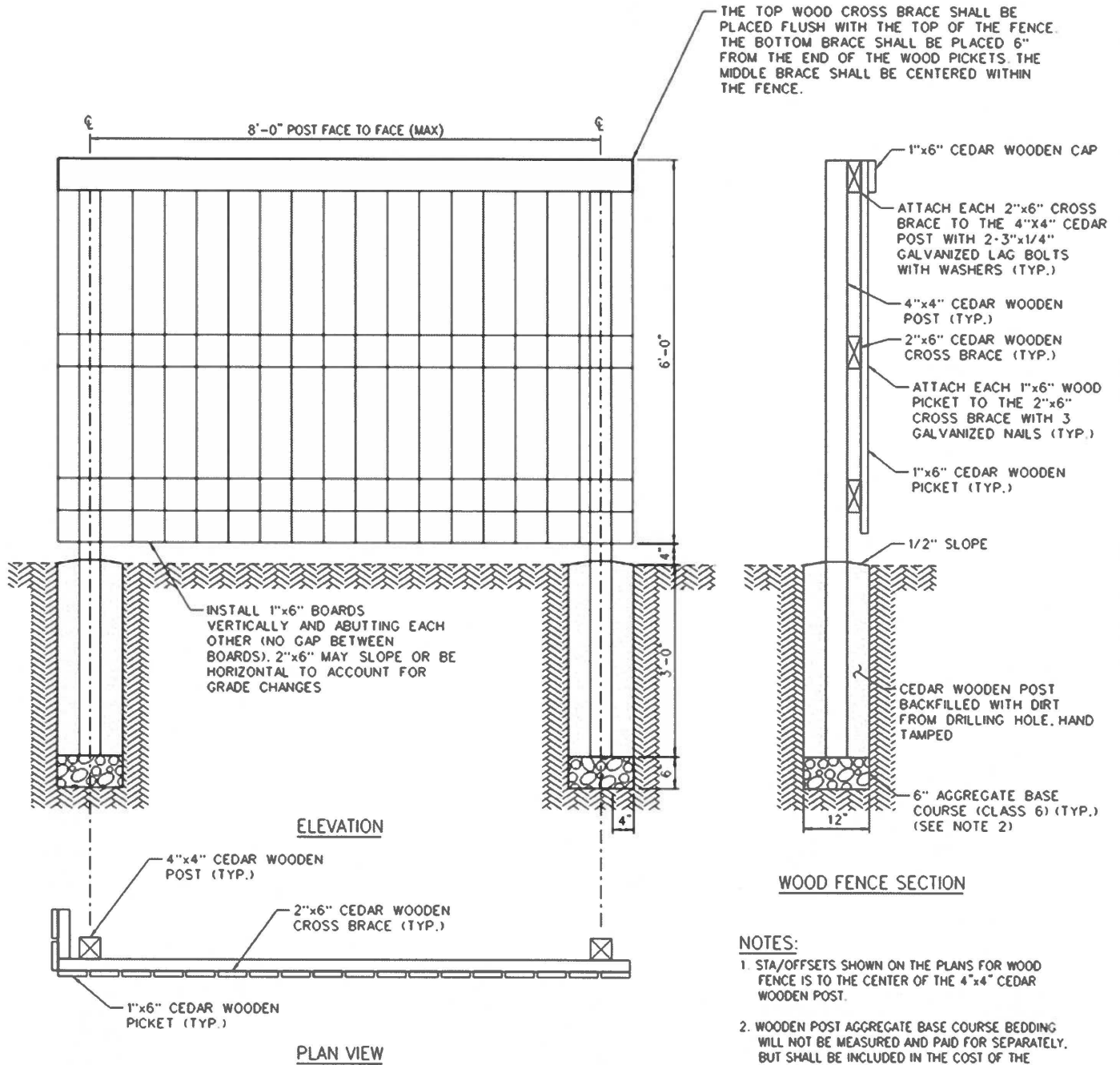
Parallel Parking Enforceable
Through License Agreement

New Roadway
Connection



0 50 100
Feet

EXHIBIT G



THE TOP WOOD CROSS BRACE SHALL BE PLACED FLUSH WITH THE TOP OF THE FENCE. THE BOTTOM BRACE SHALL BE PLACED 6" FROM THE END OF THE WOOD PICKETS. THE MIDDLE BRACE SHALL BE CENTERED WITHIN THE FENCE.

8'-0" POST FACE TO FACE (MAX)

6'-0"

INSTALL 1"x6" BOARDS VERTICALLY AND ABUTTING EACH OTHER (NO GAP BETWEEN BOARDS). 2"x6" MAY SLOPE OR BE HORIZONTAL TO ACCOUNT FOR GRADE CHANGES

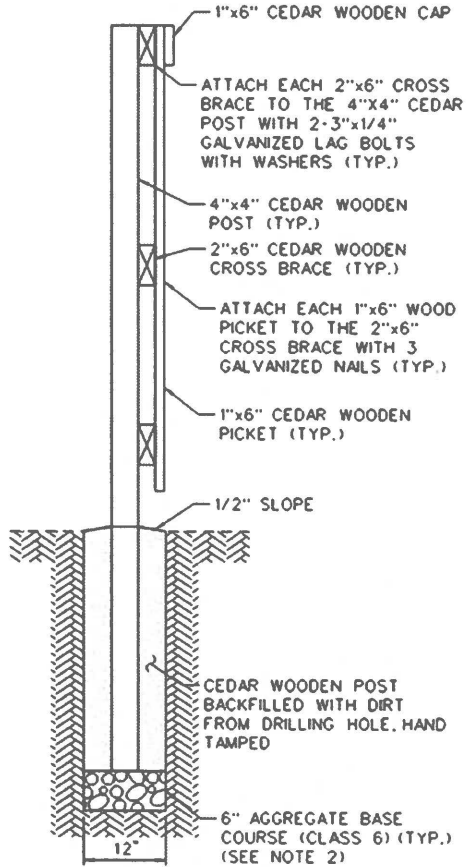
ELEVATION

4"x4" CEDAR WOODEN POST (TYP.)
2"x6" CEDAR WOODEN CROSS BRACE (TYP.)

1"x6" CEDAR WOODEN PICKET (TYP.)

PLAN VIEW

WOOD FENCE DETAILS
(SEE PLANS FOR LIMITS)
NOT TO SCALE



WOOD FENCE SECTION

- NOTES:**
1. STA/OFFSETS SHOWN ON THE PLANS FOR WOOD FENCE IS TO THE CENTER OF THE 4"x4" CEDAR WOODEN POST.
 2. WOODEN POST AGGREGATE BASE COURSE BEDDING WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE FENCE.