

TOWN OF PARKER COUNCIL AGENDA

November 4, 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. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - October 21, 2024*

B. *ORDINANCE NO. 4.85.6 - First Reading*

A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code

Department: Community Development, Randy Sale

Second Reading: November 18, 2024

- C. *ORDINANCE NO. 1.593.2 - First Reading*
A Bill for an Ordinance to Adopt the 2024 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Chris Fiandaca
Second Reading: November 18, 2024
- D. *ORDINANCE NO. 1.629 - First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2024 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2025 Budget Year
Department: Finance, Chris Fiandaca
Second Reading: November 18, 2024
- E. *ORDINANCE NO. 1.634 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Stroh Road Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Nathan Klass
Second Reading: November 18, 2024
- F. *ORDINANCE NO. 1.93.1 - First Reading*
A Bill for an Ordinance to Terminate the Easement Agreement Between JAWSS Partnership and the Town of Parker, Dated On or About March 27, 1996, for Pedestrian Access
Department: Engineering and Public Works, Nathan Klass
Second Reading: November 18, 2024
- G. *ORDINANCE NO. 1.365 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Hilltop Road Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Patrick Burke
Second Reading: November 18, 2024
- H. *LINCOLN AVENUE WIDENING PROJECT*
Department: Engineering and Public Works, Patrick Burke
Second Reading: November 19, 2024
- I. *ORDINANCE NO. 1.636 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Crossroads Community Church, Inc., and the Town of Parker for a Portion of Lot 1A, Block 1, Parker Auto Plaza Filing No. 1, 1st Amendment, for the Lincoln Avenue Widening Project

2. *ORDINANCE NO. 1.638 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Weingarten/Miller/Fiest, LLC., and the Town of Parker for the Lincoln Avenue Widening Project

5. **PUBLIC HEARING**

ORDINANCE NO. 1.630 - First Reading

A Bill for an Ordinance to Adopt the 2025 Budget and to Make Appropriations for the Same

Department: Finance, Chris Fiandaca

Second Reading: November 18, 2024

6. **ORDINANCES**

ORDINANCE NO. 1.633 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Compass Bank now known as PNC Bank Concerning the Parker Road Sidewalk Improvements (Sulphur Gulch)

Department: Engineering and Public Works, Tom Gill

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

November 4, 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. C.R.S. § 38-1-121, notice of intent to acquire relating to good faith negotiations for constructing and improving Hilltop and Parker Road improvements project
2. C.R.S. § 38-1-121, notice of intent to acquire relating to good faith negotiations for constructing and improving the Stroh Road widening project (between Crowfoot Valley Road/Motsenbocker Road and J Morgan Boulevard)
3. American Academy (Case No. 2024 CV 30055, Douglas County District Court) update re: mediation
4. Various Sections of Chapters 7 and 10 of the Parker Municipal Code, discussion re: Code amendments related to parking enforcement including time-limited parking / abandoned vehicles on public parking lots, event parking on public property, ADA parking on private property, and parking on public streets within subdivisions
5. Discussion regarding Town of Parker municipal shareback funding from Douglas County Sales and Use Tax for Open Space, Parkes, and Trails, as provided for under Douglas County Resolution No. R-022-085

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 21, 2024**

Mayor Jeff Toborg called the meeting to order at 5:00 p.m. All Councilmembers were present.

Town Attorney Jamie Wynn announced that there were three topics for discussion in the Executive Session. The first topic was to discuss specialized details of security arrangements or investigations, pursuant to C.R.S. § 24-6-402(4)(d), and was regarding safety and security details and discussion. The second item was 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) and was concerning the status of school sites subject to Anthology North and Hess Ranch Annexation Agreements and Partial Waiver Resolutions. The final item was 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) and involved a discussion regarding Lutheran High School's proposal for use of Town-owned land.

EXECUTIVE SESSION

Brandi Wilks moved and Todd Hendreks seconded to enter into Executive Session at 5:03 p.m. to discuss specialized details of security arrangements or investigations, pursuant to C.R.S. § 24-6-402(4)(d), 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), and 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.

Joshua Rivero moved and Brandi Wilks seconded to recess the Executive Session at 6:57 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No work session was held.

REGULAR SESSION

Mayor Toborg reconvened the meeting at 7:03 p.m.

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

PUBLIC COMMENTS

Teri Vogel, Parker, spoke about the World Day of Remembrance which is held to remember those lost in traffic crash fatalities and to recognize the impacts of these crashes on victims and loved ones. It will be held at the gazebo at O'Brien Park on Sunday, November 17, and she invited everyone to attend.

Meredith Rudolph, Parker, submitted 25 letters in opposition to Pridefest which she read aloud.

Tina De Los Santos, Parker, endorsed Jeff Toborg for Mayor and stated that the others were not fit to serve due to their support of Pridefest.

Kelly Perkins, Parker, spoke about the grocery tax initiative and comments which were made online. She felt that the unanimous votes of Council were not good and wanted to see a better balance on the Council.

Brad Bergford, Parker, spoke about Pridefest, his arrest, and the definition of public forums.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. APPROVAL OF MINUTES - October 7, 2024

B. ORDINANCE NO. 1.633 - First Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Compass Bank now known as PNC Bank Concerning the Parker Road Sidewalk/Trail Improvements

Department: Engineering and Public Works, Tom Gill

Second Reading: November 4, 2024

C. RESOLUTION NO. 24-044

A Resolution Accepting the Conveyance of a Sidewalk, Retaining Wall and Storm Drainage Easement from the Board of County Commissioners of the County of Douglas for the Lincoln Avenue Widening Project

Department: Engineering and Public Works, Patrick Burke

D. RESOLUTION NO. 24-046

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

Department: Community Development, Stefi Szrek

E. MOTION TO APPROVE THE 2025 TOWN COUNCIL MEETING AND STUDY SESSION CALENDAR

Department: Town Council

F. CONTRACTS OVER \$100,000

1. Dransfeldt Road Extension Project (CIP23-001) Contract Modification

Amount: \$117,537.28

Contractor: SEMA Construction Inc.

Department: Engineering and Public Works, Chris Hudson

2. Rock of Ages

Amount: \$140,000 Total Walkout Potential

Contractor: Veritas Productions, LLC

Department: Cultural, Britni Minichino-Sikora

G. PROCLAMATION - Extra Mile Day - November 1, 2024

Joshua Rivero moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4G.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER

Autumn 2024 Town Manager's Report

A written report from the Town Manager was supplied to Town Council as part of the Council packet and is available on the Town's website.

RESOLUTIONS

A. RESOLUTION NO. 24-048

A Resolution Approving the 2025 Operating Plan and Budget for the Chambers Commercial Center Business Improvement District; and Providing Other Details Relating Thereto

Department: Finance, Chris Fiandaca

The Business Improvement District Act, specifically § 31-25-1211 of Colorado Revised Statutes requires that the Chambers Commercial Center Business Improvement District file an operating plan and budget with the Town Clerk no later than September 30 of each year. Under the Business Improvement District Act, the Town Council must consider the operating plan and budget within 30 days of the submittal of all required information, and either approve such documents or request additional information. This operating plan and budget were received on September 26, 2024, and the Town Council determined that no additional information was necessary.

Public Comments: None.

Brandi Wilks moved and Laura Hefta seconded to approve Resolution No. 24-048, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. RESOLUTION NO. 24-049

A Resolution Approving the 2025 Operating Plan and Proposed Budget for the Downtown Parker Business Improvement District; And Providing Other Details Relating Thereto
Department: Finance, Chris Fiandaca

The Business Improvement District Act, specifically § 31-25-1211 of Colorado Revised Statutes requires that the Downtown Parker Business Improvement District (the "District") file an operating plan and budget with the Town Clerk no later than September 30 of each year. Under the Business Improvement District Act, the Town Council must consider the operating plan and budget within 30 days of the submittal of all required information, and either approve such documents or request additional information. This operating plan and budget were received on September 26, 2024, and the Town Council determined that no additional information was necessary.

Omar Castillo answered questions of the Town Council on behalf of the Downtown Parker BID.

Public Comments: None.

Laura Hefta moved and Todd Hendreks seconded to approve Resolution No. 24-049, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. RESOLUTION NO. 24-054

A Resolution of the Town Council of the Town of Parker Supporting the Douglas County School District's 2024 Bond Ballot Initiative 5A
Department: Town Council

On November 5, 2024, multiple items will be on the ballot for consideration by the Town of Parker's registered electors, including the Douglas County School District's \$490 Million Bond Initiative, Ballot Initiative 5A. The Douglas County School District requested support for the initiative from the municipalities in the district, including Parker, and passage of this Resolution expressed that support.

Public Comments: None.

Joshua Rivero moved and Brandi Wilks seconded to approve Resolution No. 24-054 as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - no
 Brandi Wilks - yes
 Laura Hefta - no

The motion was approved on a 4-2 vote with Councilmembers Diak and Hefta opposing.

Mayor Toborg subsequently vetoed the passage of this Resolution because he feels that the citizens should decide, and the Town Council should not come out in support or opposition of a political matter. The matter can come back before Council at the meeting on November 4, 2024 for reconsideration if Council desires.

ORDINANCES

A. PARKER ARTS - Public Art Master Plan, Parker Cultural and Scientific Commission, Parker Public Art Commission Department: Cultural, Carrie Glassburn

The Cultural Department requested Town Council adoption of the new Parker Public Art Master Plan and its corresponding policies and procedures. The Cultural Department recommended creating a new Public Art Commission (PAC) to support the oversight of the new Master Plan. Forming this new Commission required changes to existing Cultural and Scientific Commission policies, development of new policies for the PAC, and appointment of commissioners to the PAC.

Public Comments: None.

1. RESOLUTION NO. 24-042

A Resolution to Adopt the Parker Public Art Master Plan

Laura Hefta moved and Todd Hendreks seconded to approve Resolution No. 24-042, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

2. RESOLUTION NO. 24-050

A Resolution to Adopt the Parker Public Art Master Plan Policies and Procedures Dated October 21, 2024

Laura Hefta moved and Brandi Wilks seconded to approve Resolution No. 24-050, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

3. ORDINANCE NO. 12.11 - Second Reading

A Bill for an Ordinance to Amend Title 2 of the Parker Municipal Code by the Addition Thereto of a New Chapter 2.09 Concerning the Creation of the Parker Public Art Commission

Laura Hefta moved and Joshua Rivero seconded to approve Ordinance No. 12.11 on second reading.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

4. RESOLUTION NO. 24-051

A Resolution to Amend Resolution No. 22-003, Series of 2022, to Adopt Revised Rules of Procedure and Conduct for the Parker Cultural and Scientific Commission Dated October 21, 2024

Laura Hefta moved and Anne Barrington seconded to approve Resolution No. 24-051, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

5. RESOLUTION NO. 24-052

A Resolution Setting the Number of Members of the Parker Public Art Commission

Laura Hefta moved and Todd Hendreks seconded to approve Resolution No. 24-052, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

6. RESOLUTION NO. 24-053

A Resolution to Appoint Members to the Parker Public Arts Commission and to Appoint the Chair

Laura Hefta moved and Brandi Wilks seconded to approve Resolution No. 24-053, as part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 1.631 - Second Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the Parker Road Sidewalk – East Side Gaps Project (Between Bucktail Drive and Cockriel Drive), Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, *et seq.*, Relating to Good Faith Negotiations

Department: Engineering and Public Works, Patrick Burke

This item was for an ordinance to provide notice of the Town's intent to acquire easements for proposed improvements on Parker Road between Bucktail Drive and Cockriel Drive that are part of the Parker Road Sidewalks - East Side Gaps Project.

Public Comments: Mark Blumhardt, Parker, stated he was excited for the project and appreciated Mr. Burke's responsiveness. He asked if the Robinson Ranch portion could be completed first as it impacts more citizens.

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 1.631 on second reading.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

Lincoln Avenue Widening Project - CORE Electric Relocation Phase 2

Amount: \$1,114,279
Contractor: CORE Electric Cooperative
Department: Engineering & Public Works, Patrick Burke

This agenda item was for the approval of a contract with CORE Electric Cooperative to relocate existing underground power lines related to the proposed Lincoln Avenue Widening project. There are existing underground CORE power lines within the project area. These power lines existed prior to CORE executing a franchise agreement with the Town; therefore, the Town is required to pay for any relocation costs. To accommodate the proposed improvements, the majority of power lines along the corridor owned by CORE must be relocated outside the project limits. This work will be done in two phases, and the first phase contract was approved by Town Council on October 7, 2024. This contract is for the second phase of work and will relocate the underground power lines between Newlin Gulch and Parker Road.

Public Comments: None.

Joshua Rivero moved and Todd Hendreks seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 Todd Hendreks - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

AGREEMENTS

REDEVELOPMENT AGREEMENT FOR PARKER MEADOWS IMPROVEMENTS

Department: Town Attorney, Jim Maloney

Mayor Toborg left the dais and exited the meeting at 8:49 p.m. due to a disclosed conflict of interest on this matter which was declared by Mayor Toborg on February 7, 2024 and upheld by Council.

This item was 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 that are managed by the Parker Meadows Condominium Association, Inc. (the “Association”). 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 an uncontested 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 is the construction of the Project. The HOA will submit a land use application for the plat and site plan for the Project which 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.

Public Comments: None.

Joshua Rivero moved and Todd Hendreks seconded to approve the staff recommendation (approve Redevelopment Agreement for Parker Meadows Improvements), as a part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

Joshua Rivero moved and Brandi Wilks seconded to recess the regular meeting at 8:57 p.m.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

Brandi Wilks moved and Joshua Rivero seconded to reconvene the Executive Session at 9:06 p.m.

The motion was approved unanimously.

Mayor Toborg joined the Executive Session at 9:06 p.m.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 9:45 p.m.

The motion was approved unanimously.

ADJOURNMENT

Brandi Wilks moved and Todd Hendreks seconded to adjourn the meeting at 9:45 p.m.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 4, 2024

Submitted By: Randy Sale, Assistant Director - Building
Jon Nelson, Deputy Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.85.6 - First Reading**
A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code
Department: Community Development, Randy Sale
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

The Town updates the National Electrical Code on a three (3) year cycle to ensure compliance with national and state code requirements. This Code is used by Building Division staff in the review of proposed construction projects to ensure electrical systems are approved using the most current standards in the field. The proposed updates reflect best practices and ensure that all construction meets the highest standards for building, life and fire safety.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Across the U.S., building officials recognize the need for a modern and up-to-date electrical code that addresses the design, installation and operation of electrical systems. The 2023 National Fire Protection Association (NFPA) 70: National Electrical Code is designed to meet this need through model code regulations that safeguard public health, safety and general welfare in all communities.

The NFPA 70: National Electrical Code provides many benefits and is prepared using a model code development process that incorporates an open, consensus-based approach. All NFPA codes and standards are developed and periodically reviewed by approximately 7,000 volunteer committee members with a wide range of professional expertise from across the U.S. The National Electrical Code is a comprehensive code that establishes minimum standards for electrical systems to safeguard people and property from potential hazards arising from the use of electricity.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 4.85.6

RECOMMENDED MOTION

I move to approve Ordinance No. 4.85.6 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

ORDINANCE NO. 4.85.6, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.05.020, 11.05.050, 11.05.060 AND 11.05.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ELECTRICAL CODE

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

Section 1. Section 11.05.020 of the Parker Municipal Code is amended to read as follows:

11.05.020 National Electrical Code adopted.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the NFPA 70, National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02169-7471, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.05.050 of the Parker Municipal Code is amended to read as follows:

11.05.050 Amendments.

The National Electrical Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the National Electrical Code):

1. Delete the definition **Location, Dry** in its entirety, as stated in the National Electric Code, and replace with:

“Location, Dry. A location not normally subject to dampness or wetness. A location classified as dry will have all exterior openings sealed from the weather and the roofing shall be complete or sealed in a manner acceptable to the Parker Building Official.”

2. Amend Article 210.23(B) 15- and 20-Ampere Branch Circuits; by the addition to the end of subsection (B) of:

“In dwelling units, general -purpose branch circuits for receptacles and lighting shall be limited to no more than (10) outlet openings on a 15-amp circuit and (13) outlet openings on a 20-amp circuit. Where any circuit includes both receptacles and lighting the following shall apply:

i. fixed lighting wattage equivalent to 180 watts shall be counted as (1) outlet opening

ii. lighting outlets shall be counted as (1) outlet opening.

3. Amend Article 210.52(B)(3), Kitchen Receptacle Requirements, by modifying the first sentence to read: "Receptacles installed in a kitchen to serve countertop surfaces shall be supplied by no fewer than two small-appliance branch circuits, these circuits shall have no more than four outlet openings, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen or other rooms specified in 210.52(B)(1)."

4. Amend Article 215.2(A)(2), Informational Note #2, by deleting in its entirety and substituting with:

"Article 215.2(A)2(a) Service Conductors and Feeder Conductors, as defined in Article 100, shall be sized to prevent a voltage drop exceeding 3 percent."

Amend Article 230.70(A), Location, by deleting in its entirety and substituting with:

"Service disconnecting means shall be located so that the height to the center of the operating handle shall not be less than 3 feet 6 inches and not more than 6 feet 7 inches above the floor or finish grade, except as installed in freestanding or building-type switchgear built to the National Electrical Manufacturers Association's specifications. When necessary to install tiered metering on multifamily dwellings, it shall be permissible to vary the heights of the disconnecting means within 2 feet 6 inches to 6 feet 6 inches above finished grade."

Section 3. Section 11.05.060 of the Parker Municipal Code is amended to read as follows:

11.05.060 Violation; penalty.

In addition to the penalty provisions contained in the Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.05.080 of the Parker Municipal Code is amended to read as follows:

11.05.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 2025.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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: November 4, 2024

Submitted By: Christine Brookshire, Finance Manager
Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.593.2 - First Reading**
A Bill for an Ordinance to Adopt the 2024 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Chris Fiandaca
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

This item is a revision to the 2024 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year's budget are submitted to Council for consideration several times per year. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. For supplemental amendments, additional revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 17,500	\$ 17,500	\$ -
Recreation Fund	7,023	7,023	-
Public Improvements Fund	625,701	625,701	-
Excise Tax Fund	160,050	-	160,050
Facility Services Fund	6,388	-	6,388
Total all funds	<u>\$ 816,662</u>	<u>\$ 650,224</u>	<u>\$ 166,438</u>

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.593.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.593.2 on first reading and to schedule second reading for November 18, 2024 as part of the consent agenda.

ORDINANCE NO. 1.593.2, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2024 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2024 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

2024 Revised Budget Ordinance 1.593.2

1st Reading

Nov 4, 2024

2nd Reading

Nov 18, 2024

	Revision	2024 Revised Budget
General Fund		
Beginning fund balance		\$ 42,030,179
Revenue		80,896,476
Revenue revision	17,500	17,500
Total revised revenue		80,913,976
Total available		122,944,155
Expenditures		93,124,238
Supplemental appropriation	17,500	
Total expenditure revision		17,500
Total revised expenditures		93,141,738
Ending fund balance		\$ 29,802,417
Recreation Fund		
Beginning fund balance		\$ 3,052,130
Revenue		11,238,600
Revenue revision	7,023	7,023
Total revised revenue		11,245,623
Total available		14,297,753
Expenditures		11,572,169
Supplemental appropriation	7,023	
Total expenditure revisions		7,023
Total revised expenditures		11,579,192
Ending fund balance		\$ 2,718,561

2024 Revised Budget Ordinance 1.593.2

1st Reading

Nov 4, 2024

2nd Reading

Nov 18, 2024

	Revision	2024 Revised Budget
Public Improvements Fund		
Beginning fund balance		\$ 67,301,494
Revenue		50,015,017
Revenue revision	625,701	625,701
Total revised revenue		50,640,718
Total available		117,942,212
Expenditures		109,393,726
Supplemental appropriation	625,701	
Total expenditure revisions		625,701
Total revised expenditures		110,019,427
Ending fund balance		\$ 7,922,785
Excise Tax Fund		
Beginning fund balance		\$ 28,646,785
Revenue		8,750,000
Revenue revision	-	-
Total revised revenue		8,750,000
Total available		37,396,785
Expenditures		24,160,000
Supplemental appropriation	160,050	
Total expenditure revisions		160,050
Total revised expenditures		24,320,050
Ending fund balance		\$ 13,076,735

2024 Revised Budget Ordinance 1.593.2

1st Reading

Nov 4, 2024

2nd Reading

Nov 18, 2024

	Revision	2024 Revised Budget
Facility Services Fund		
Beginning fund balance		\$ 285,561
Revenue		1,865,622
Revenue revision	-	-
Total revised revenue		1,865,622
Total available		2,151,183
Expenditures		1,561,514
Supplemental appropriation	6,388	
Total expenditure revisions		6,388
Total revised expenditures		1,567,902
Ending fund balance		\$ 583,281

Town of Parker

Exhibit A

Summary of Revisions to 2024 Budget Ordinance 1.593.2

1st reading 11/04/2024

2nd reading 11/18/2024

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 17,500	\$ 17,500	\$ -
Recreation Fund	7,023	7,023	-
Public Improvements Fund	625,701	625,701	-
Excise Tax Fund	160,050	-	160,050
Facility Services Fund	6,388	-	6,388
Total all funds	<u>\$ 816,662</u>	<u>\$ 650,224</u>	<u>\$ 166,438</u>

Detail of Supplemental Revisions to 2024 Budget Ordinance 1.593.2

1st reading 11/04/2024

2nd reading 11/18/2024

Expenditures**General Fund**

Drone Show Finale paid by Douglas County - Communications 17,500

Total General Fund expenditure supplemental revision \$17,500**Recreation Fund**

Stabilization/New Provider Success Grant 7,023

Total Recreation Fund expenditure supplemental revision \$7,023**Public Improvements Fund**

Pilgrims Place Walkway - Grant Funded 250,000

Pilgrims Place Walkway - PAR Funded 250,000

Dransfeldt Extension - PWSD Funded 125,701

North Parker Road - reallocation (1,450,000)

Pine Lane Bridge - reallocation (700,000)

Lincoln Widening - reallocation 2,150,000

Total Public Improvements Fund expenditure supplemental revision \$625,701**Excise Tax Fund**

Excise Tax Credit - Segment 1 Regional Trail 160,050

Total Excise Tax Fund expenditure supplemental revision \$160,050**Facility Service Fund**

Custodial Services General Supplies 6,388

Total Facility Services Fund expenditure supplemental revision \$6,388**Total expenditure supplemental revision \$816,662****Revenues****General Fund**

Drone Show Finale paid by Douglas County - Communications 17,500

Total General Fund revenue supplemental revision \$17,500**Recreation Fund**

Stabilization/New Provider Success Grant 7,023

Total Recreation Fund revenue supplemental revision \$7,023**Public Improvement Fund**

Dransfeldt Extension-PWSD 125,701

Pilgrims Place Walkway - PAR Funded 250,000

Pilgrims Place Walkway - Grant Funded 250,000

Total Public Improvement Fund revenue supplemental revision \$625,701**Total revenue supplemental revision \$650,224**



Request for Town Council Action

Date: November 4, 2024

Submitted By: Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.629 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2024 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2025 Budget Year
Department: Finance, Chris Fiandaca
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2024, in order to collect property taxes for the 2025 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2024, in order to collect property taxes for the 2025 budget year.

FINANCIAL IMPACT

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2024) and next year (2025). These revenues impact the General Fund.

2024 Budget Year

Assessed Valuation	\$1,360,370,920
Mill Levy	2.602
Property Tax Revenue	\$3,539,685

2025 Budget Year

Assessed Valuation	\$1,396,847,852
Mill Levy	2.602
Property Tax Revenue	\$3,634,598

The mill levy of 2.602 mills is the same as the prior year. The voters exempted Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. The Town cannot increase the mill levy without a vote of the citizens.

The owner of a home valued at \$500,000 would pay approximately \$87 per year in property taxes to the Town of Parker in 2025. This reflects statewide legislation that lowered the 2024 assessment rate for 2025 collections to 6.70% from 6.95%.

Market Value	\$500,000
x Assessment Ratio	6.70%
Assessment Value	\$34,500
x Mill Levy	2.602
Divided by 1,000	/1,000
Property Tax	\$87

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.629

RECOMMENDED MOTION

I move to approve Ordinance No. 1.629 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

ORDINANCE NO. 1.629, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2025 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on November 18, 2024;

WHEREAS, the amount of money generated by the Town's 2024 property tax mill levy that will be collected in 2025 is \$3,634,598

WHEREAS, the 2024 valuation for assessment for the Town of Parker, as estimated by the County Assessor, is \$1,396,847,852;

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

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

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

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2024 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2025, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2025 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2024.

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

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2024. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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: November 4, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.634 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Stroh Road Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Nathan Klass
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire right-of-way and easements for proposed improvements on Stroh Road between J Morgan Boulevard and Crowfoot Valley Road, as well as on J Morgan Boulevard.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is moving forward with the final design of the Stroh Road Widening project which includes widening Stroh Road between J Morgan Boulevard and Crowfoot Valley/Motsenbocker Road, two lanes to the south over Cherry Creek, as well as the extension of J Morgan Boulevard to the south. Attached is a vicinity map showing the limits of the widening and road extension for this project. The project will include the full reconstruction of the existing two-lane Stroh Road including the existing bridge over Cherry Creek. Minimal widening will also take place on Crowfoot Valley Road for the addition of a right-hand turn lane. In addition, the project's construction will be partially reimbursed by adjacent property developments taking place in the future.

The majority of the proposed widening is located within Town right-of-way, but there are some areas where additional right-of-way, permanent easements, slope easements, and temporary easements are required in order to complete the work. This intent to acquire ordinance is needed for this road widening project and will affect six (6) property owners along this section of Stroh Road.

The needs are as follows:

1. Right-of-way = 31,357 SF (0.72 Acres) – Please note this total area is broken up between three (3) properties.
2. Multipurpose Easements (Permanent) = 59,890 SF (1.375 Acres) – Please note this total area is broken up between three (3) properties.
3. Slope Easement (Permanent) = 6,810 SF (0.156 Acres) – Please note this total area is on one (1) property.
4. Temporary Construction Easements = 144,524 SF (3.896 Acres) – Please note this total area is broken up between six (6) properties.

FINANCIAL IMPACT

Funding for these acquisitions is included in the Streets Capital Projects (301-4310) approved funding.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

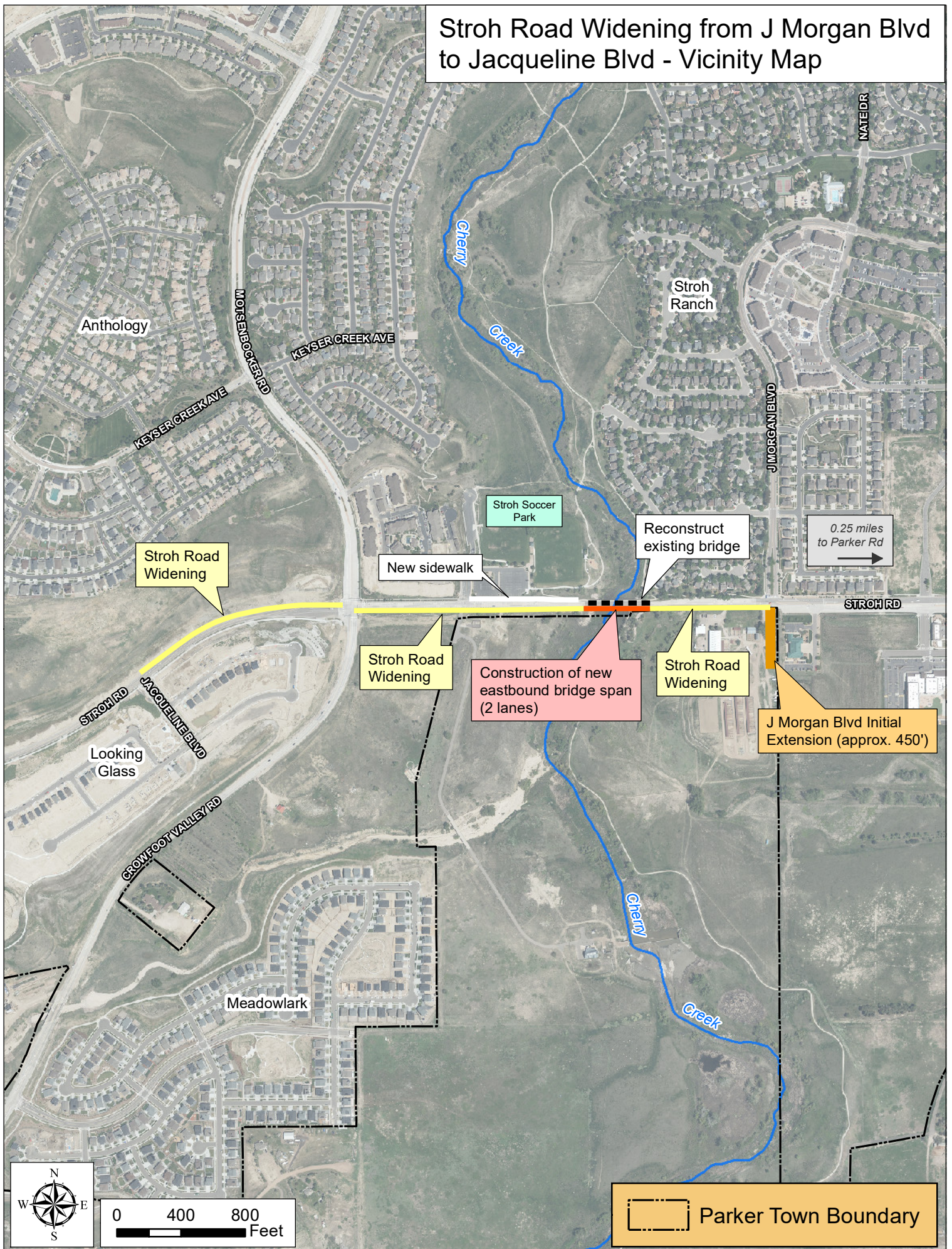
ATTACHMENTS

1. Stroh Rd Widening J Morgan to Jacqueline Blvd Vicinity Map
2. Ordinance No. 1.634

RECOMMENDED MOTION

I move to approve Ordinance No. 1.634 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

Stroh Road Widening from J Morgan Blvd to Jacqueline Blvd - Vicinity Map



ORDINANCE NO. 1.634, Series of 2024

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING STROH ROAD THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS.

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way acquisitions), **Exhibit B** (permanent multi-purpose easement acquisition), **Exhibit C** (slope easement acquisitions), and **Exhibit D** (temporary easement acquisitions) (collectively, the "Subject Properties"), for the purpose of constructing and improving Stroh Road, a Town roadway; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including without limitation the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the parcels of property more particularly described in **Exhibits A through D** (the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. To the extent that such properties may be the subject of a previous agreement that requires the dedication of property for the widening and improvement of Stroh Road, the Town Attorney is further directed to provide a copy of this Ordinance to such property owners in order to effectuate any required dedication of property.

Section 5. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 6. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 7. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 8. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

Exhibit A - Right-of-way Acquisitions							
TABULATION OF PROPERTIES IN DOUGLAS COUNTY - STROH ROAD						Book and Page No. And/Or Reception No.	Remarks
Parcel No.	Ownership Name and Mailing Address	Site Address	Location R. 66 W., 6TH PM	Area In Square Feet (Acres)			
				Area Of Parcel	Net Area		
RW-1	Avalon Parker Venture LLC	7800 Crowfoot Valley Rd.	Part of NW 1/4 Section 3	27,173.37	27,173.37	Rec. No.	ROW for roadway, sidewalk, and traffic
	4040 Wilson Blvd. Ste. 1000	Parker, CO 80134	T. 7 S.	(0.624)	(0.624)	2024018406	signal equipment
	Arlington, VA 22203						
RW-3	Parker Water & Sanitation	No Address	Part of NW 1/4 Section 3	3297.04	3297.04	Rec. No.	ROW for sidewalk and traffic signal equipment
	District (PWSD)		T. 7 S.	(0.076)	(0.076)	2004124024	
	18100 Woodman Dr.						
	Parker, CO 80134						
RW-5	South Metro Fire Rescue Fire	19310 Stroh Rd.	Same as above	887.42	887.42	Rec. No.	
	Protection District	Parker, CO 80134		(0.020)	(0.020)	2005095115	
	9195 E Mineral Ave.						
	Centennial, CO 80112						

Exhibit B - Permananet Multi-Purpose Easement Acquisitions							
TABULATION OF PROPERTIES IN DOUGLAS COUNTY - STROH ROAD						Book and Page No. And/Or Reception No.	Remarks
Parcel No.	Ownership Name and Mailing Address	Site Address	Location R. 66 W., 6TH PM	Area In Square Feet (Acres)			
				Area Of Parcel	Net Area		
PE-2	HC Land Development LLC	18601 Stroh Rd.	Part of SW 1/4 Section 34	595.04	595.04	Rec. No.	Permanent sidewalk & traffic signal
	135 E Harmon Ave. Unit 99	Parker, CO 80134	T. 6 S.	(0.014)	(0.014)	2023013551	easement
	Las Vegas, NV 89109						
PE-3	Parker Water & Sanitation	No Address	Part of NW 1/4 Section 3	34,838.04	34,838.04	Rec. No.	Permanent roadway, slope,
	District (PWSD)		T. 7 S.	(0.800)	(0.800)	2004124024	and drainage easement
	18100 Woodman Dr.						
	Parker, CO 80134						
PE-3A	Same as above	Same as above	Same as above	6,161.00	6,161.00	Same as above	Permanent access easement
				(0.141)	(0.141)		
PE-3B	Same as above	Same as above	Same as above	1,124.51	1,124.51	Same as above	Permanent drainage easement
				(0.026)	(0.026)		
PE-4	Ladonna Langley & John-David	6484 Stroh Rd.	Same as above	17,172.39	17,172.39	Rec. No.	Permanent roadway, slope, & drainage
	Langley & Mary Kuchman &	Parker, CO 80134		(0.394)	(0.394)	2017066415	easement
	Jaye Kuchman						
	6484 Stroh Rd.						
	Parker, CO 80134						

Exhibit C - Slope Easement Acquisitions							
TABULATION OF PROPERTIES IN DOUGLAS COUNTY - STROH ROAD						Book and Page No. And/Or Reception No.	Remarks
Parcel No.	Ownership Name and Mailing Address	Site Address	Location R. 66 W., 6TH PM	Area In Square Feet (Acres)			
				Area Of Parcel	Net Area		
SE-1	Avalon Parker Venture LLC	7800 Crowfoot Valley Rd.	Part of NW 1/4 Section 3	6,810.30	6,810.30	Rec. No.	Permanent slope easement
	4040 Wilson Blvd. Ste. 1000	Parker, CO 80134	T. 7 S.	(0.156)	(0.156)	2024018406	
	Arlington, VA 22203						

Exhibit D - Temporary Easement Acquisitions							
TABULATION OF PROPERTIES IN DOUGLAS COUNTY - STROH ROAD						Book and Page No. And/Or Reception No.	Remarks
Parcel No.	Ownership Name and Mailing Address	Site Address	Location R. 66 W., 6TH PM	Area In Square Feet (Acres)			
				Area Of Parcel	Net Area		
TE-1	Avalon Parker Venture LLC	7800 Crowfoot Valley Rd.	Part of NW 1/4 Section 3	3,128.80	3,128.80	Rec. No.	For the purpose of construction of roadway
	4040 Wilson Blvd. Ste. 1000	Parker, CO 80134	T. 7 S.	(0.072)	(0.072)	2024018406	& drainage facilities
	Arlington, VA 22203						
TE-3	Parker Water & Sanitation	No Address	Part of NW 1/4 Section 3	91,717.30	91,717.30	Rec. No.	For the purpose of construction access,
	District (PWSD)		T. 7 S.	(2.106)	(2.106)	2004124024	staging, and roadway widening
	18100 Woodman Dr.						
	Parker, CO 80134						
TE-3A	Same as above	Same as above	Same as above	3,098.42	3,098.42	Same as above	For the purpose of construction access
				(0.071)	(0.071)		& construction of draiange facilities
TE-3B	Same as above	Same as above	Same as above	11,484.40	11,484.40	Same as above	For the purpose of construction access
				(0.264)	(0.264)		& construction of draiange facilities
TE-4	Ladonna Langley & John-David	6484 Stroh Rd.	Same as above	8,123.09	8,123.09	Rec. No.	For the purpose of construction access,
	Langley & Mary Kuchman &	Parker, CO 80134		(0.186)	(0.186)	2017066415	roadway widening, & construction of
	Jaye Kuchman						drainage facilities & temporary fence
	6484 Stroh Rd.						
	Parker, CO 80134						
TE-4A	Same as above	Same as above	Same as above	14,694.95	14,694.95	Same as above	For the purpose of construction of J Morgan
				(0.337)	(0.337)		Blvd. and driveway access
TE-5	South Metro Fire Rescue Fire	19310 Stroh Rd.	Same as above	10,506.80	10,506.80	Rec. No.	For the purpose of construction of J Morgan
	Protection District	Parker, CO 80134		(0.241)	(0.241)	2005095115	Blvd. and driveway access
	9195 E Mineral Ave.						
	Centennial, CO 80112						
TE-6	Slate Acquisitions LLC	No Address	Same as above	1,417.22	1,417.22	Rec. No.	For the purpose of construction of J Morgan
	10465 Park Meadows Dr.			(0.033)	(0.033)	2018042960	Blvd.
	Ste. 204, Lone Tree, CO 80124						
TE-7	Village on the Green	Track D No Address	Part of SE 1/4 Section 34	354.01	354.01	Rec. No.	For the purpose of construction of
	Homeowners Association Inc.		T. 6 S.	(0.008)	(0.008)	2012073005	sidewalk and curb ramp
	PO Box 370390						
	Denver, CO 80237						



Request for Town Council Action

Date: November 4, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.93.1 - First Reading**
A Bill for an Ordinance to Terminate the Easement Agreement Between JAWSS Partnership and the Town of Parker, Dated On or About March 27, 1996, for Pedestrian Access
Department: Engineering and Public Works, Nathan Klass
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

This ordinance proposes vacating a public sidewalk easement provided by JAWSS Partnership for pedestrian egress. This vacation is being requested by Town staff to allow for a replacement sidewalk and lighting easement to be recorded.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 1996, the Town was granted a public sidewalk easement for pedestrian egress between what are now the Tailgate Tavern & Grill and Parker Garage restaurants today. In 2007, the Town was granted a second easement that partially overlaps the 1996 easement. The sidewalk connects Mainstreet to Pilgrims Place and allows the public to travel between existing businesses to public parking to the south. Over the years, the sidewalk has deteriorated and fallen into disrepair with adjacent landscaping that could benefit from replacement. Town staff engaged AECOM in 2023 to complete a design of the sidewalk to account for a new, wider walkway, additional lighting, and planter boxes. The construction of this project is partially funded through a CDOT Revitalizing Mainstreets grant that was approved in September 2024.

To clean up the easements and upgrade the sidewalk, the Town is proposing to terminate the 1996 easement and to amend the 2007 easement to cover the full sidewalk area covered by the two easements, and to allow for additional lighting, planter boxes and access to the lighting controls. The property owner will execute the amendment to the 2007 easement and that acceptance process will be handled by a separate resolution concurrently with the second reading of this vacation ordinance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.93.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.93.1 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

ORDINANCE NO. 1.93.1, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO TERMINATE THE EASEMENT AGREEMENT BETWEEN JAWSS PARTNERSHIP AND THE TOWN OF PARKER, DATED ON OR ABOUT MARCH 27, 1996, FOR PEDESTRIAN ACCESS

WHEREAS, JAWSS Partnership (the “Original Grantor”) granted an easement to the Town of Parker, a Colorado home rule municipality (the “Town”), for the purpose of providing pedestrian access across certain real property owned by the Original Grantor, between the current Parker Garage and the Tailgate Tavern and Grill, pursuant to that Easement Agreement dated on or about April 1, 1996, and recorded on June 6, 1996, at Reception No. DC9630791 of the Douglas County Clerk and Recorder's Office (the “Easement Agreement”);

WHEREAS, on April 1, 1996, the Town Council approved the Easement Agreement as part of Ordinance No. 1.193, Series of 1996;

WHEREAS, the Town and the Original Grantor subsequently entered into a second easement agreement for public sidewalk purposes, dated June 4, 2007, and recorded at Reception No. 2007046721 of the Douglas County Clerk and Recorder's Office, which also covers property between the current Parker Garage and the Tailgate Tavern and Grill (the “2007 Easement”);

WHEREAS, due to redevelopment of the property, the Easement Agreement that is attached hereto **Exhibit 1** and incorporated by this reference is no longer needed; and

WHEREAS, the Town Council desires to approve the termination of the Easement Agreement attached as Exhibit 1.

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

Section 1. Termination of Easement. The Town Council of the Town of Parker hereby terminates the Easement Agreement described in Exhibit 1 and deems such Easement Agreement to be null, void and of no further force and effect.

Section 2. Recordation. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

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

SPONSORED BY COUNCILMAN

COUNCILMAN'S BILL

ORDINANCE NO.

No.

Series of 1996

1.93
Series of 1996

**TITLE: A BILL FOR AN ORDINANCE APPROVING THE CONVEYANCE OF
PROPERTY FROM THE TOWN OF PARKER TO JAWSS PARTNERSHIP**

WHEREAS, the Town of Parker owns certain real property which is described in **Exhibit A** which is attached hereto and incorporated herein by this reference;

WHEREAS, the Town Council of the Town of Parker desires to convey by special warranty deed the real property described in Exhibit A to JAWSS Partnership in exchange for the payment of twenty thousand dollars (\$20,000), deed restrictions contained in the special warranty deed, and the preservation of a pedestrian easement for the real property described in **Exhibit B**, which is attached hereto and incorporated herein by this reference, to JAWSS Partnership.

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

Section 1. The Town Council of the Town of Parker hereby authorizes the Mayor to sign the Commercial Contract to Buy and Sell Real Estate attached hereto as **Exhibit C** and the special warranty deed which is attached hereto as **Exhibit D** and incorporated herein by this reference.

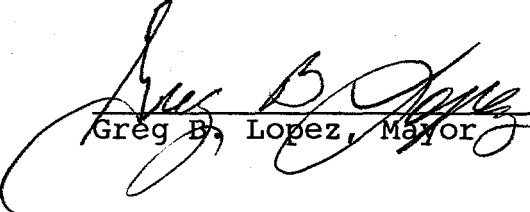
Section 2. The Town Council of the Town of Parker hereby authorizes the Mayor to sign an easement which is attached hereto as **Exhibit E** and incorporated herein by this reference, which will grant an easement across the property described in Exhibit B to the Town for pedestrian access.

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 attained.

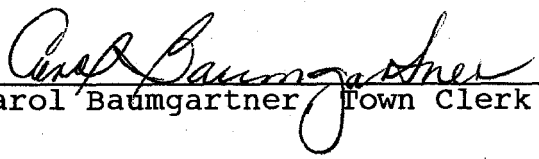
Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

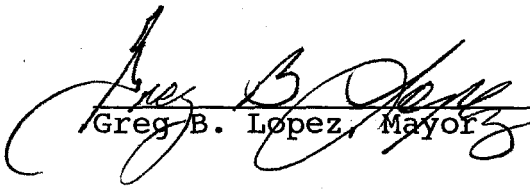
INTRODUCED AND PASSED ON FIRST READING this 25th day of march, 1996.


Greg B. Lopez, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

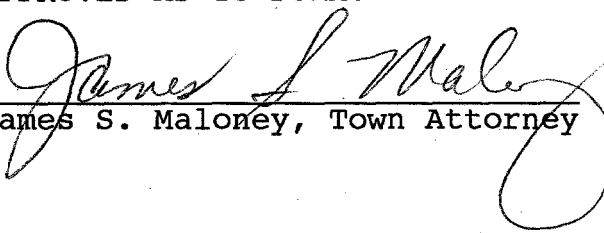
ADOPTED ON SECOND AND FINAL READING this 1st day of April, 1996.


Greg B. Lopez, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney



DAVID E. ARCHER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYOR

105 WILCOX STREET * CASTLE ROCK, CO 80104 * PHONE: (303) 688-4642

EXHIBIT A

May 28, 1996

Job No. 86-0505B

PROPERTY DESCRIPTION:

A tract of land situated in the Northeast $\frac{1}{4}$ of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 22;

Thence S $00^{\circ}13'03''$ E along the West line of said Northeast $\frac{1}{4}$ a distance of 1276.34 feet to the South line of the County Road;

Thence S $79^{\circ}16'30''$ E along said South line a distance of 670.91 feet to the true point of beginning;

Thence S $79^{\circ}16'30''$ E along said South line a distance of 28.00 feet;

Thence S $10^{\circ}43'30''$ W a distance of 150.28 feet;

Thence N $79^{\circ}16'30''$ W a distance of 28.00 feet;

Thence N $10^{\circ}43'30''$ E a distance of 150.28 feet to the point of beginning.

BUILDING ENVELOPE:

That part of the above described property description as follows:

Commencing at the Northwest corner of the above described tract;

Thence S $10^{\circ}43'30''$ W a distance of 19.05 feet to the true point of beginning of the Building Envelope;

Thence S $10^{\circ}43'30''$ W a distance of 72.00 feet;

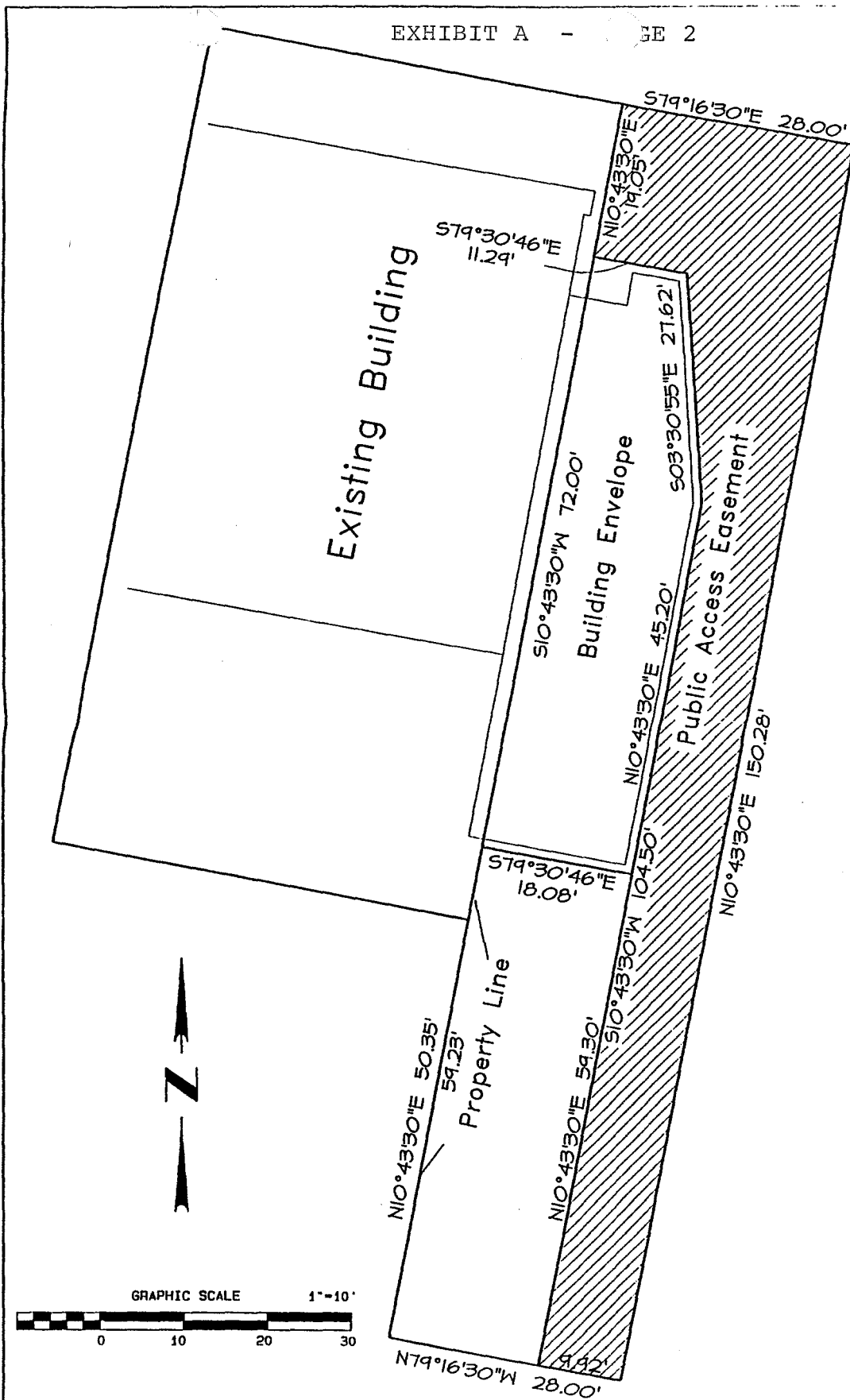
Thence S $79^{\circ}30'46''$ E a distance of 18.08 feet;

Thence N $10^{\circ}43'30''$ E a distance of 45.20 feet;

Thence N $03^{\circ}30'55''$ W a distance of 27.62 feet;

Thence N $79^{\circ}30'46''$ W a distance of 11.29 feet to the point of beginning;

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.



THE MAP, 28-07-13-11-1946
COURT REPORTER'S OFFICE

REVISIONS 5-26-96	DAVID E. ARCHER & ASSOCIATES, INC. LAND DEVELOPMENT CONSULTING SURVEYING & ENGINEERING PHONE (303) 688-4842 105 WILCOX ST. CASTLE ROCK, COLORADO 80104		SCALE 1"=10' DATE 5-15-96 DRAWN AGM CHECKED CKO. APPROVED AP'VD.	TITLE Access Exhibit In Sec. 22, T6S, R66W, 6th PM, Douglas Co. CLIENT WARHORSE JOB NUMBER 86-505
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DAVID E. ARCHER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYOR

105 WILCOX STREET • CASTLE ROCK, CO 80104 • PHONE: (303) 688-4642

EXHIBIT B

May 28, 1996

Job 86-0505A

PROPERTY DESCRIPTION: EASEMENT PARCEL

A tract of land situated in the Northeast $\frac{1}{4}$ of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 22;

Thence S $00^{\circ}13'03''$ E along the West line of said Northeast $\frac{1}{4}$ a distance of 1276.34 feet to the South line of the County Road;

Thence S $79^{\circ}16'30''$ E along said South line a distance of a 670.91 feet to the true point of beginning;

Thence S $79^{\circ}16'30''$ E along said South line a distance of 28.00 feet;

Thence S $10^{\circ}43'30''$ W a distance of 150.28 feet;

Thence N $79^{\circ}16'30''$ E a distance of 9.92 feet;

Thence N $10^{\circ}43'30''$ E a distance of 104.50 feet;

Thence N $03^{\circ}30'55''$ W a distance of 27.62 feet;

Thence N $79^{\circ}30'46''$ W a distance of 11.29 feet;

Thence N $10^{\circ}43'30''$ E a distance of 19.05 feet to the point of beginning.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

EASEMENT AGREEMENT

COPY

THIS EASEMENT AGREEMENT is dated as of the _____ day of _____, 1996, by JAWSS Partnership ("Grantor"), and the Town of Parker, ("Grantee").

WHEREAS, Grantee desires a pedestrian easement across real property owned by Grantor.

WHEREAS, Grantor is willing to grant an easement to Grantee across the Property described in **Exhibit A** which is attached hereto (the "Easement Property") for the aforesaid purposes and otherwise on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained, that certain Special Warranty Deed from Grantee to Grantor conveyed contemporaneously herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree, as follows:

Section 1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, it successors, assigns, lessees, licensees and agents, a perpetual easement upon, under, and across the Easement Property, for the purpose of the construction, reconstruction, repair, replacement, operation, and maintenance of a public pedestrian access way. Grantee shall have the right to make any public use of the Easement Property including, but not limited to, use by the general public for all use customary to pedestrian access and the installation of any type of underground public utility. Grantor shall not interfere with Grantee's use of the Easement Property.

Section 2. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees, and assigns of each of the owners of the land through which the easements run or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the

TOWN OF PARKER, COLORADO

By:

Greg B. Lopez
Greg B. Lopez, Mayor

ATTEST:

Carol Baumgartner
Carol Baumgartner, Town City Clerk

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COMMERCIAL
CONTRACT TO BUY AND SELL REAL ESTATE

March 25, 1996

1. PARTIES AND PROPERTY. JAWSS Partnership

_____, buyer (S) ~~XXXXXX~~ (as joint tenants/tenants in common)
agrees to buy, and the undersigned seller (S) ~~XXXXXX~~ agrees to sell, on the terms and conditions set forth in this contract, the following described real
estate in the County of Douglas, Colorado, to wit:

See attached Special Warranty Deed

known as No. _____ Street Address _____ City _____ State _____ Zip _____
together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements
thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls; (b) if on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, all keys and (c)

None

The above-described included items (Inclusions) are to be conveyed to Buyer by Seller by bill of sale at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 12. The following attached fixtures are excluded from this sale:

None

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$ 20,000.00, payable in U.S. dollars by Buyer as follows: (Complete the applicable terms below.)

(a) Earnest Money.

\$ 1,000.00 in the form of a cashier's check, as earnest money deposit and part payment of the purchase price, payable to and held by Seller ~~XXXXXX~~, broker, in its trust
~~account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.~~

The balance of \$ 19,000.00 (purchase price less earnest money) shall be paid as follows:

(b) Cash at Closing.

\$ 19,000.00, plus closing costs, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds). Subject to the provisions of Section 4, if the existing loan balance at the time of closing shall be different from the loan balance in Section 3, the adjustment shall be made in Good Funds at closing or paid as follows: _____

(c) New Loan.

\$ _____ by Buyer obtaining a new loan. This loan will be secured by a (1st, 2nd, etc.) _____ deed of trust.

The loan shall be amortized over a period of _____ years at approximately \$ _____ per month including principal and interest not to exceed _____ % per annum, plus, if required by Buyer's lender, a monthly deposit of 1/2 of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the monthly payments and interest rate initially shall not exceed the figures set forth above.

Loan discount points, if any, shall be paid to lender at closing and shall not exceed _____ % of the total loan amount. Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____, and the balance, if any, shall be paid by _____.

Buyer shall timely pay a loan origination fee not to exceed _____ % of the loan amount and Buyer's loan costs.

(d) Assumption.

\$ _____ by Buyer's assuming and agreeing to pay an existing loan in this approximate amount, presently payable at \$ _____ per month principal, interest presently at _____ % per annum, and including escrow for the following as indicated: ☐ real estate taxes, ☐ property insurance premium, ☐ mortgage insurance premium, and _____.

_____. Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate shall not exceed _____ % per annum and the new monthly payment shall not exceed \$ _____ principal and interest, plus escrow, if any.

Seller ☐ shall ☐ shall not be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery at closing of an appropriate letter from lender. Cost payable for release of liability shall be paid by _____ in an amount not to exceed \$ _____.

~~(c) Seller or Private Third Party Financing~~

~~\$ _____ by Buyer executing a promissory note payable to: _____ on the note form as indicated: (Check one box only.)~~

- ~~☐ Right-to-Cure NTD 82-11-83 ☐ No Right-to-Cure NTD 81-11-83 ☐ _____
secured by a (1st, 2nd, etc.) _____ deed of trust encumbering the Property, using the form as indicated: (Check one box only.)
☐ Strict Due-on-Sale (TD 72-11-83) ☐ Creditworthy (TD 73-11-83) ☐ Assumable - Not due on sale (TD 74-11-83)
☐ _____~~

~~The promissory note shall be amortized on the basis of _____ years, payable at \$ _____ per month including principal and interest at the rate of _____ % per annum. Payments shall commence _____ and shall be due on the _____ day of each succeeding month. If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after closing. Payments ☐ shall ☐ shall not be increased by 1/2 of estimated annual real estate taxes, and ☐ shall ☐ shall not be increased by 1/2 of estimated annual property insurance premium.~~

~~The loan shall also contain the following terms as indicated: If any payment is not received within _____ calendar days after its due date, a late charge of _____ % of such monthly payment shall be due. Interest on lender disbursements under the deed of trust shall be _____ % per annum. Default interest rate shall be _____ % per annum.~~

~~Buyer may prepay without a penalty except _____.~~

4. FINANCING CONDITIONS AND OBLIGATIONS.

~~(a) **Loan Application(s).** If Buyer is to pay all or part of the purchase price as set forth in Section 3 by obtaining a new loan or if an existing loan is not to be released at closing, Buyer, if required by such lender, shall make written application within _____ calendar days from acceptance of this contract. Buyer shall cooperate with Seller and lender to obtain loan approval, diligently and timely pursue same in good faith, execute all documents and furnish all information and documents required by the lender, and, subject to Section 3, timely pay the costs of obtaining such loan or lender consent.~~

~~(b) **Loan Approval.** If Buyer is to pay all or part of the purchase price by obtaining a new loan as specified in Section 3, this contract is conditional upon lender's approval of the new loan on or before _____, 19 _____. If not so approved by said date, this contract shall terminate.~~

~~(c) **Existing Loan Review.** If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust, modifications) to Buyer within _____ calendar days from acceptance of this contract. This contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer consents to the provisions of such loan documents if no written objection is received by Seller from Buyer within _____ calendar days from Buyer's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in Section 3. If lender's approval is not obtained on or before _____, 19 _____, this contract shall be terminated on such date. If Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in Section 3, this contract may be terminated at Seller's option.~~

~~(d) **Assumption Balance.** If Buyer is to pay all or part of the purchase price by assuming an existing loan and if the actual principal balance of the existing loan at the date of closing is less than the amount in Section 3 and the amount of cash required from Buyer at closing is increased by more than \$ _____, then Buyer may terminate this contract effective upon receipt by Seller of Buyer's written notice of termination.~~

~~(e) **Credit Information.** If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller on or before _____, 19 _____, at Buyer's expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before _____, 19 _____, then Seller waives this condition. If Seller does provide written notice of disapproval to Buyer on or before said date, this contract shall terminate.~~

5. APPRAISAL PROVISION. (Check only one box.) This Section 5 ☐ shall ☐ shall not apply.

~~If this Section 5 applies, as indicated above, Buyer shall have the sole option and election to terminate this contract if the purchase price exceeds the Property's valuation determined by an appraiser engaged by _____. The contract shall terminate by the Buyer causing the Seller to receive written notice of termination and a copy of such appraisal or written notice from lender which confirms the Property's valuation is less than the purchase price, on or before _____ (Appraisal Deadline). If Seller does not receive such written notice of termination on or before the appraisal deadline, Buyer waives any right to terminate under this section.~~

6. COST OF APPRAISAL. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by _____.

~~**7. NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

~~**8. EVIDENCE OF TITLE.** Seller shall furnish to Buyer, at Seller's expense, either a current commitment for owner's title insurance policy in an amount equal to the purchase price or at Seller's choice, an abstract of title certified to a current date, on or before _____ (Title Deadline). If a title insurance commitment is furnished, Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 8, constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than _____ calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.~~

9. TITLE.

~~(a) **Title Review.** Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller on or before _____ calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.~~

~~(b) **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 8, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before _____, 19 _____. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.~~

~~(c) **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.~~

(d) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

II. DATE OF CLOSING. The date of closing shall be May 10, 1996, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by Seller.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

15. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, and _____

16. POSSESSION. Possession of the Property shall be delivered to Buyer as follows: Upon closing shall be prorated to date of closing

16. POSSESSION. Possession of the Property shall be delivered to Buyer as follows: Upon closing

, subject to the following lease(s) or tenancy(s):

Lease of JAWSS, Inc.

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ N/A per day from the date of agreed possession until possession is delivered.

17. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement.

18. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT:
(Check one box only.)

☐ **(1) Specific Performance.**
 Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

☒ (2) **Liquidated Damages.**
All payments and things of value received hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection (c)) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

(b) IF SELLER IS IN DEFAULT:
Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

19. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

20. ALTERNATIVE DISPUTE RESOLUTION: MEDIATION. If a dispute arises relating to this contract, and is not resolved, the parties and broker(s) involved in such dispute (Disputants) shall first proceed in good faith to submit the matter to mediation. The Disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one Disputant to the other(s), the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this contract, unless otherwise agreed.

21. ADDITIONAL PROVISIONS: (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

- A. Existing pedestrian amenities and landscaping would remain, except for the removal of landscaping around the patio necessary for the construction of the addition.
- B. Buyer pays the cost of the survey that was prepared to determine the legal descriptions contained in the attached Special Warranty Deed.
- C. Buyer agrees to accept the Special Warranty Deed in the attached form and with the described deed restrictions.
- D. Buyer agrees to contemporaneously execute the attached Easement Agreement, creating a pedestrian easement in favor of the Seller across the real property described herein.

22. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

23. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 19.

24. **SELLING COMPANY BROKER RELATIONSHIP.** The selling broker, N/A,
and its salespersons have been engaged as _____

Selling Company has previously disclosed in writing to the Buyer that different relationships are available which include buyer agency, seller agency, subagency, or transaction-broker.

25. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer, or, if this box is checked ☐ when received by Selling Company.

26. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller or Listing Company.

27. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

28. ENTIRE AGREEMENT. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract.

29. **NOTICE OF ACCEPTANCE: COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance on or before _____, 19____ (Acceptance Deadline). If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.


 Buyer Stevan Strain, General Partner
 Date of Buyer's signature 3 - 27, 19 96

Buyer _____
 Date of Buyer's signature _____, 19 ____

Buyer's Address 19420 E. Main Street Parker, Co. 80134
 Town of Parker, Colorado
 SELLER
Greg B. Kopy, Mayor
 Date of Seller's signature _____, 19____
 ATTEST:
Carol Baumgartner
 SELLER
 Carol Baumgartner, Town Clerk
 Date of Seller's signature _____, 19____

The undersigned Broker(s) acknowledges receipt of the earnest money deposit specified in Section 3, and Selling Company confirms its Broker Relationship as set forth in Section 24.

Selling Company	N/A
	Name and Address

By: _____, 19____
Signature Date

Listing Company _____	
	Name and Address _____

By: _____, 19____
Signature Date

NOTE: Closing Instructions should be signed at the time this contract is signed.

Recorded at _____ o'clock _____ .M., _____

Reception No. _____, Recorder

SPECIAL WARRANTY DEED

The Town of Parker, whose address is 20120 East Mainstreet, County of Douglas, and State of Colorado, for the consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to JAWSS Partnership, whose legal address is _____, County of _____, and State of _____, the following real property in the County of Douglas, and State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE

with all its appurtenances and warrants the title against all persons claiming under it.

BY ACCEPTANCE OF THIS CONVEYANCE, JAWSS PARTNERSHIP EXPRESSLY AGREES AND AFFIRMS THAT THE PERPETUAL USE OF THE PROPERTY DESCRIBED HEREIN SHALL BE LIMITED TO: (1) CONSTRUCTION OF AN ENCLOSURE ON THAT PART OF THE PROPERTY THAT IS CURRENTLY OCCUPIED BY AN EXISTING PATIO; (2) CONSTRUCTION OF AN OPEN OUTDOOR SEATING AREA ON THE REMAINDER OF THE PROPERTY, EXCLUDING THE EASEMENT AREA THAT IS CONTEMPORANEOUSLY GRANTED TO THE TOWN; AND (3) MAINTENANCE AND OPERATION OF THESE IMPROVEMENTS AND THE CONTINUED MAINTENANCE AND OPERATION OF THE EXISTING IMPROVEMENTS LOCATED ON THE PROPERTY DESCRIBED HEREIN WHICH INCLUDES, BUT IS NOT LIMITED TO, BRICK WORK, LIGHTS, LANDSCAPING, AND IRRIGATION SYSTEM, IN A USEABLE AND ATTRACTIVE CONDITION. ANY MODIFICATION TO THE EXISTING IMPROVEMENTS WILL REQUIRE PRIOR APPROVAL OF THE TOWN PLANNING COMMISSION. THESE DEED RESTRICTIONS ARE A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, AND MONETARY DAMAGES WOULD BE INADEQUATE TO COMPENSATE THE TOWN OF PARKER IF THE USE FOR WHICH THIS ESTATE WAS CREATED EVER CEASES; THEREFORE, THIS INSTRUMENT CREATES A FEE SIMPLE TERMINABLE WITH A POSSIBILITY OF REVERTER IN THE TOWN OF PARKER, COLORADO.

Signed and delivered this 1st day of April, 1996.

TOWN OF PARKER, COLORADO

By:

Greg B. Lopez
Greg B. Lopez, Mayor of the
Town of Parker, Colorado

ATTEST:

Carol Baumgartner
Carol Baumgartner, Town Clerk

(Official Seal, Town of Parker)

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 1996, by Greg B. Lopez, as Mayor of the Town of Parker, Colorado, who acknowledged that he executed the same as the act of the said Town of Parker.

My commission expires: April 2, 1999

Witness my hand and official seal.

Kathleen Morse
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT

D



Request for Town Council Action

Date: November 4, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.365 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Hilltop Road Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply With All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Patrick Burke
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire right-of-way and easements for proposed roadway improvements on Hilltop Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on the final design of the Hilltop and Parker Road Improvements project. The project generally consists of adding an additional westbound to southbound left turn lane and the associated roadway widening and drainage improvements. A dedicated northbound to eastbound right turn lane will also be added, which includes additional roadway widening and drainage improvements.

As part of the design process, the Consultant has identified 3 properties where additional right-of-way and easements are necessary in order to construct the proposed improvements. The 3 properties are located on the north side Hilltop Road.

The needs are as follow:

1. Right-of-Way = 819 SF (0.019 acres) - Please note that this is required on 2 properties.
2. Sidewalk Easement (Permanent) = 147 SF (0.003 acres) - Please note that this is only required on 1 property.
3. Temporary Construction Easement = 7,744 SF (0.178 acres) - Please note that this is required on all 3 properties.

FINANCIAL IMPACT

Funding for these acquisitions is included in the Streets Capital Projects (301-4310) approved funding.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



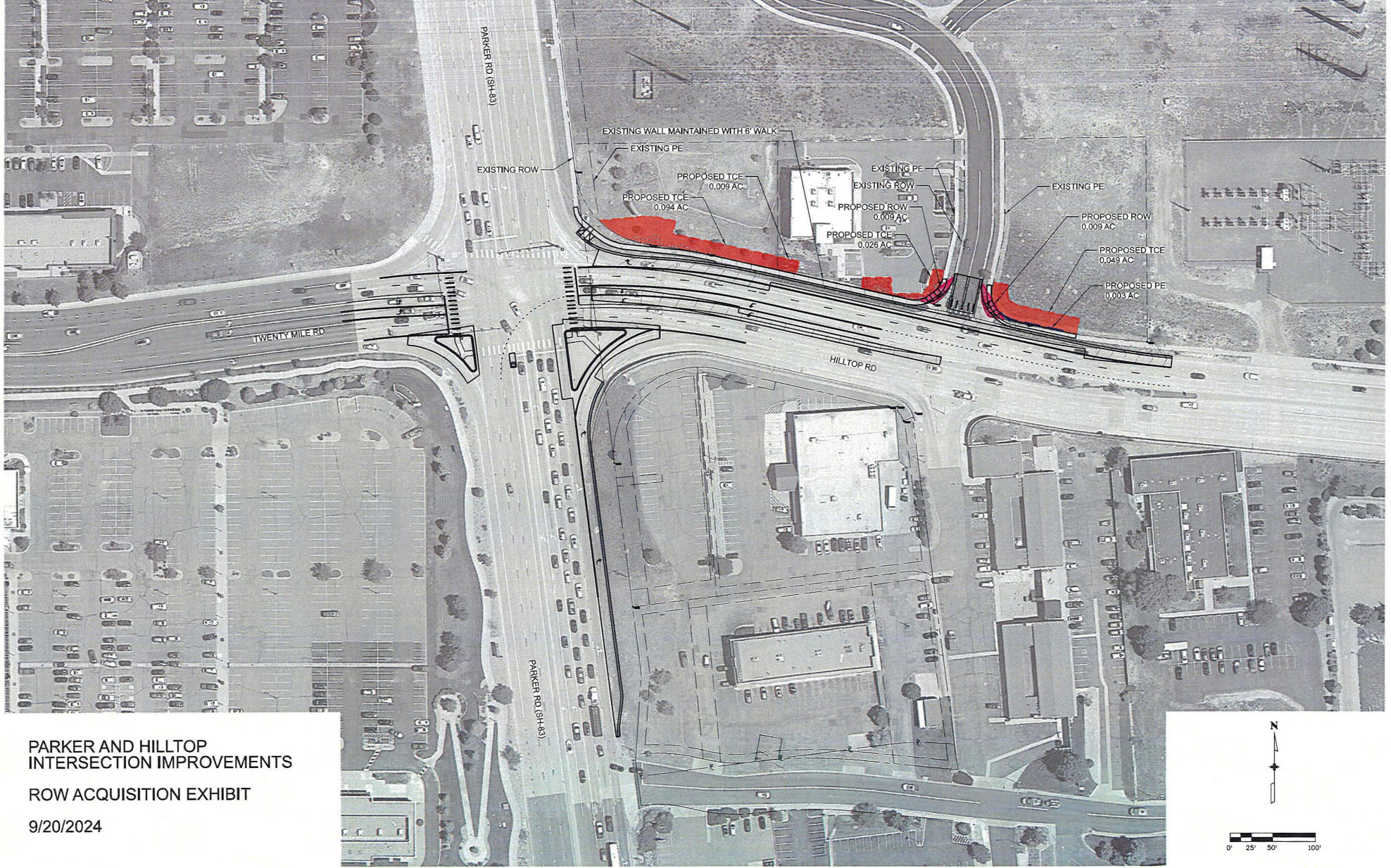
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity map
2. Ordinance No. 1.365

RECOMMENDED MOTION

I move to approve Ordinance No. 1.365 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.



PARKER AND HILLTOP
INTERSECTION IMPROVEMENTS
ROW ACQUISITION EXHIBIT
9/20/2024

ORDINANCE NO. 1.365, Series of 2024

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING HILLTOP ROAD THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS.

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way acquisitions), **Exhibit B** (sidewalk easement acquisition), and **Exhibit C** (temporary easement acquisitions) (collectively, the "Subject Properties"), for the purpose of constructing and improving Hilltop Road, a Town roadway; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including without limitation the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the parcels of property more particularly described in **Exhibits A through C** (the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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

PARCEL DESIGNATION	223322421005	DATE:	October 01, 2024
OWNER:	WINTER PARK BANK VENTURES LLC		

EXHIBIT A

LEGAL DESCRIPTION

RW-01

A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8;

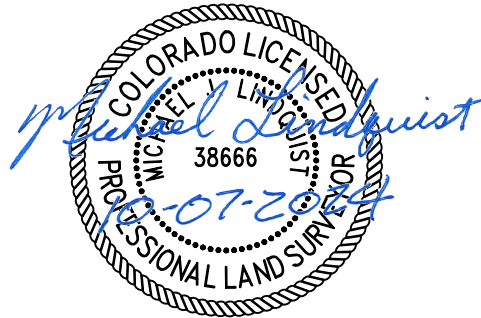
1. THENCE, N 77° 37' 53" W A DISTANCE OF 15.95 FEET;
2. THENCE, N 53° 21' 33" E A DISTANCE OF 47.71 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
3. THENCE, 40.30 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 47° 36' 14", HAVING A RADIUS OF 48.50 FEET, AND WHOSE LONG CHORD BEARS S 35° 26' 46" W FOR A DISTANCE OF 39.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 396 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

5RB W/ 1.5" A.C.
LS12405 "EMK"

EXHIBIT A
RW-01
TOWN OF PARKER
COUNTY OF DOUGLAS
STATE OF COLORADO

							SHT. NO: 2 OF 2
							SCALE: 1" = 30'
							DWN. BY: CDW DATE: 10-01-2024
							CHK. BY:
							PROJ. MGR: MJL 10-03-2024
							CLIENT APP:
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D		

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT A

LEGAL DESCRIPTION

RW-02

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK., LS 12405"), THENCE, ALONG SAID SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 26.90 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING ALONG THE SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 17.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 39.76 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 46° 58' 29", HAVING A RADIUS OF 48.50 FEET, AND WHOSE LONG CHORD BEARS N 11° 12' 10" W A DISTANCE OF 38.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE S 30° 58' 23" E A DISTANCE OF 48.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 9, SAID POINT BEING THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 423 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

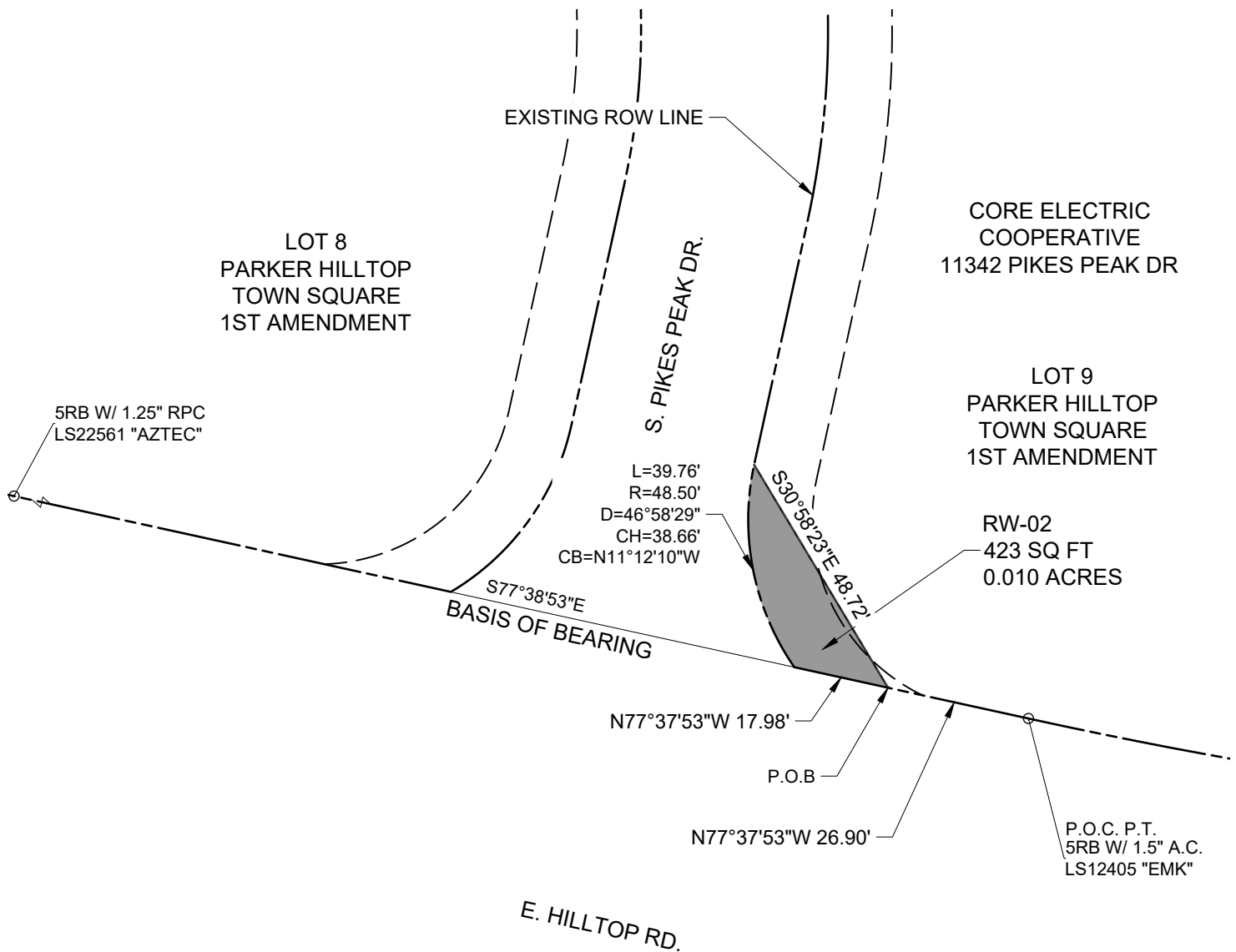
ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



23-100-294

							SHT. NO: 2 OF 2	 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
							SCALE: 1" = 30'	
						DWN. BY: CDW	DATE: 10-01-2024	
						CHK. BY:		
						PROJ. MGR: MJL	10-03-2024	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		EXHIBIT A RW-02 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT B

LEGAL DESCRIPTION

PE-01

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK, LS 12405");

1. THENCE, N 77° 37' 53" W A DISTANCE OF 20.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 11.88 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18° 38' 54", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS N 54° 53' 45" W FOR A DISTANCE OF 11.83 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE, N 30° 58' 23" W A DISTANCE OF 7.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
4. THENCE, 24.18 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 44' 23", HAVING A RADIUS OF 34.00 FEET, AND WHOSE LONG CHORD BEARS S 57° 11' 26" E FOR A DISTANCE OF 23.67 FEET;
5. THENCE, S 77° 33' 38" E A DISTANCE OF 58.97 FEET;
6. THENCE, S 12° 26' 22" W A DISTANCE OF 1.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 AND THE BEGINNING OF A NON-TANGENTIAL CURVE;
7. THENCE, 44.51 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 33' 01", HAVING A RADIUS OF 1000.00 FEET, AND WHOSE LONG CHORD BEARS N 78° 54' 23" W FOR A DISTANCE OF 44.51 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 147 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209

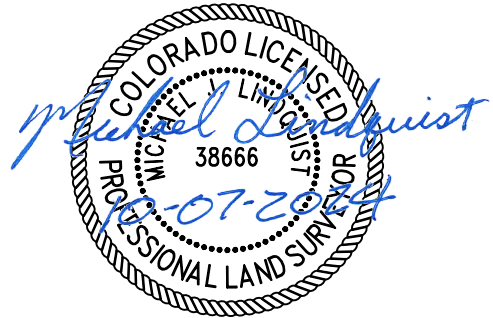
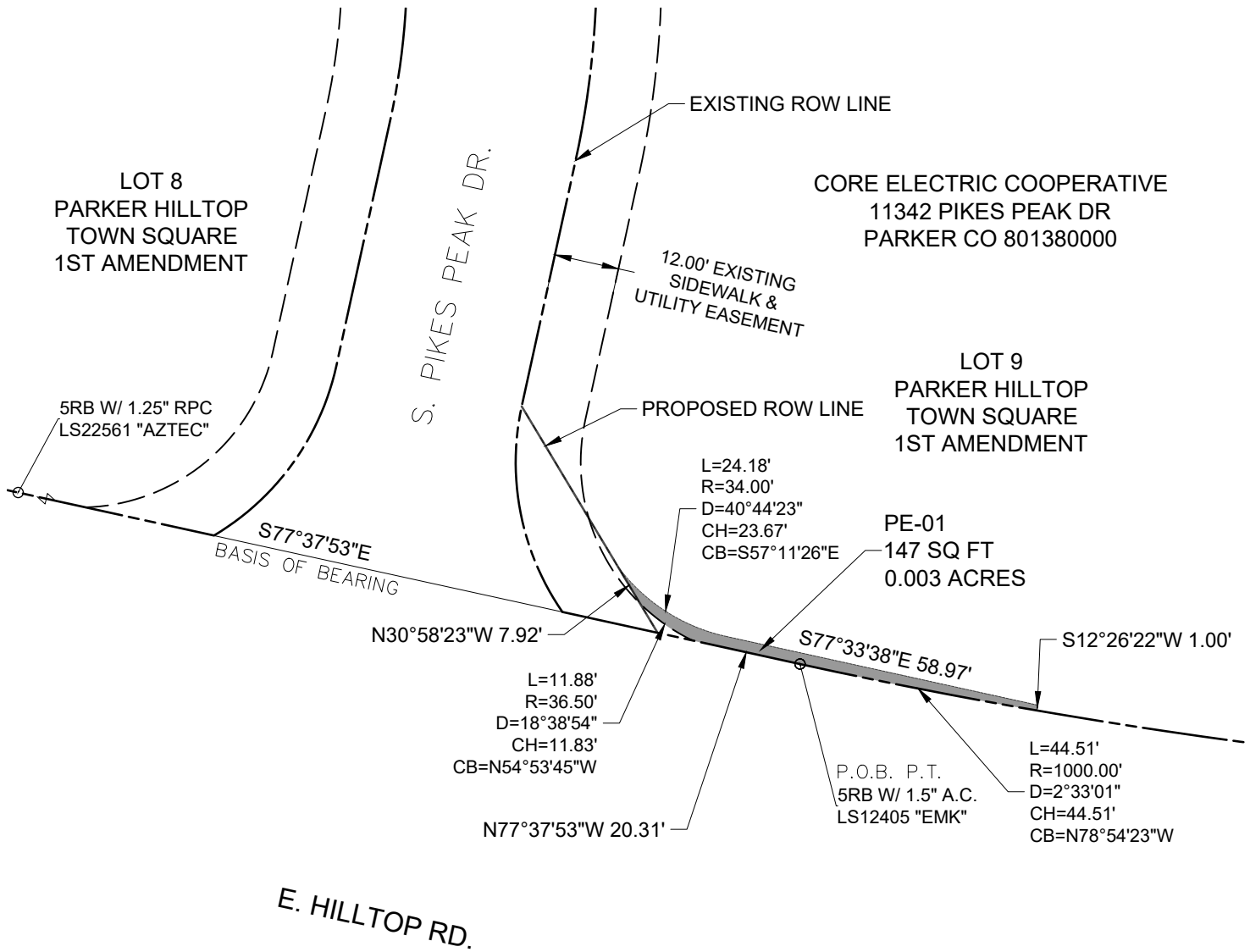


EXHIBIT B

"PE-01"

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

						SHT. NO:	3 OF 3	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE:	1" = 30'	
						DWN. BY:	CDW	
						CHK. BY:		
						PROJ. MGR:	MJL	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		EXHIBIT B PE-01 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO

PARCEL DESIGNATION	223322421006	DATE:	October 01, 2024
OWNER:	PHTS COMMERCIAL OWNERS ASSOCIATION INC		

EXHIBIT C

LEGAL DESCRIPTION

TCE-01

A PARCEL LOCATED IN TACT D, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT D;

1. THENCE, N 77° 37' 53" W FOR A DISTANCE OF 83.86 FEET TO THE BEGINNING OF A CURVE;
2. THENCE, 68.72 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05° 58' 22", HAVING A RADIUS OF 659.25 FEET, AND WHOSE LONG CHORD BEARS N 80° 37' 04" W FOR A DISTANCE OF 68.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
3. THENCE, 67.65 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 38° 45' 31", HAVING A RADIUS OF 100.00 FEET, AND WHOSE LONG CHORD BEARS N 64° 13' 30" W FOR A DISTANCE OF 66.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
4. THENCE, N 84° 54' 51" E FOR A DISTANCE OF 60.65 FEET;
5. THENCE, S 77° 37' 53" E FOR A DISTANCE OF 30.00 FEET;
6. THENCE, S 12° 22' 07" W FOR A DISTANCE OF 15.00 FEET;
7. THENCE, S 77° 37' 53" E FOR A DISTANCE OF 125.84 FEET TO A POINT ON THE EAST LINE OF TRACT D;
8. THENCE, ALONG SAID EAST LINE, S 00° 05' 57" E A DISTANCE OF 15.36 FEET TO THE SOUTHEAST CORNER OF TRACT D AND THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 4090 SQUARE FEET OR 0.094 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209

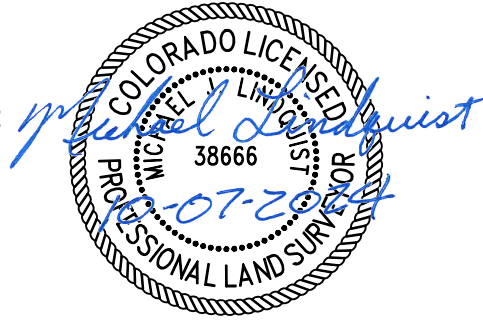
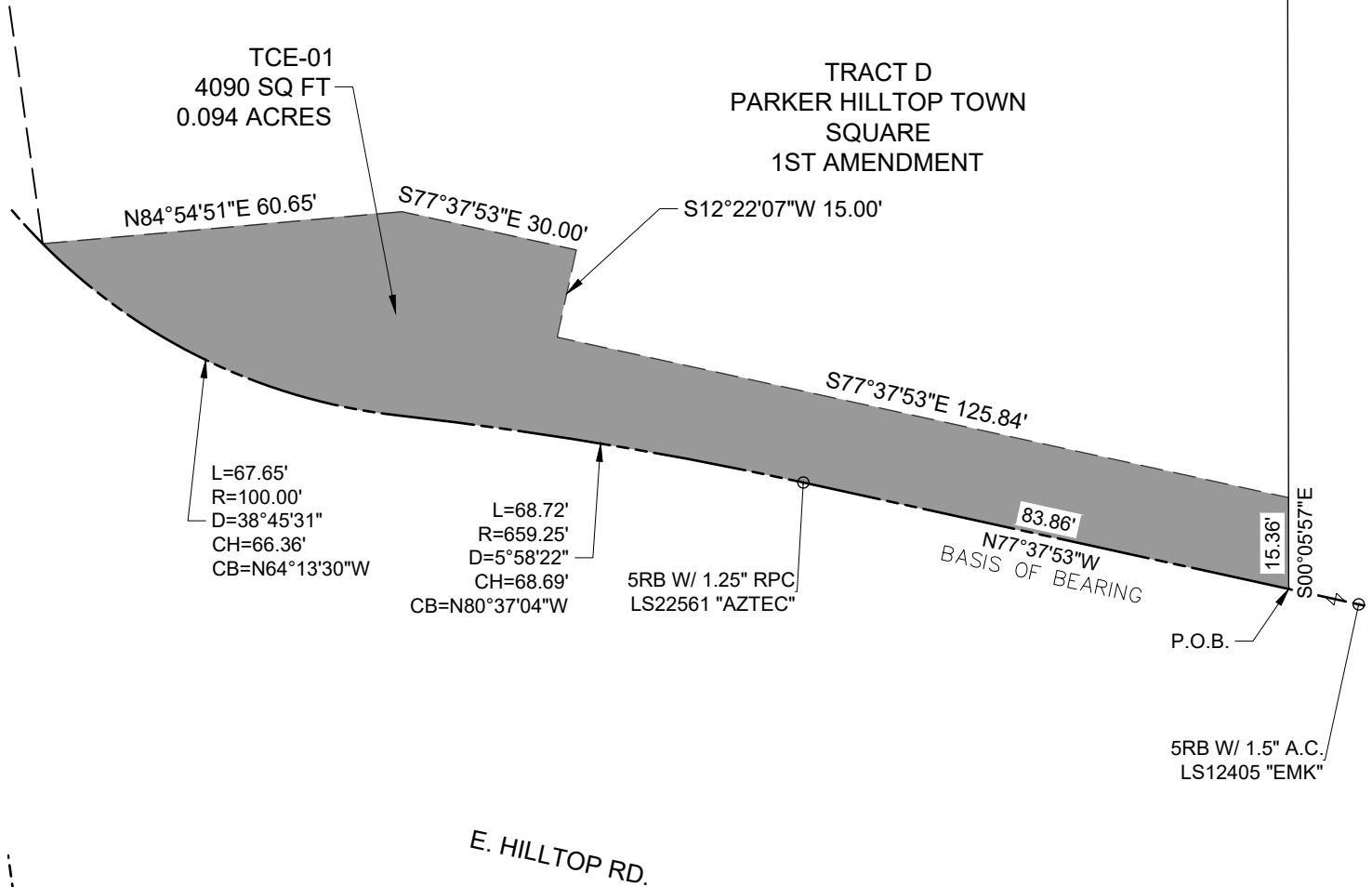


EXHIBIT
"TCE-01"

A PARCEL LOCATED IN TRACT D, PARKER HILLTOP TOWN SQUARE, IN THE SOUTHEAST
QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PHTS COMMERCIAL OWNERS ASSOCIATION INC
ADDRESS N/A
223322421006



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS
FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.



23-100-294

						SHT. NO: 3 OF 3	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693	
						SCALE: 1" = 30'		
						DWN. BY: CDW		DATE: 10-01-2024
						CHK. BY:		
						PROJ. MGR: MJL		10-03-2024
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		
EXHIBIT C TCE-01 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO								

PARCEL DESIGNATION	223322421005	DATE:	October 01, 2024
OWNER:	WINTER PARK BANK VENTURES LLC		

EXHIBIT C

LEGAL DESCRIPTION

TCE-02

A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8;

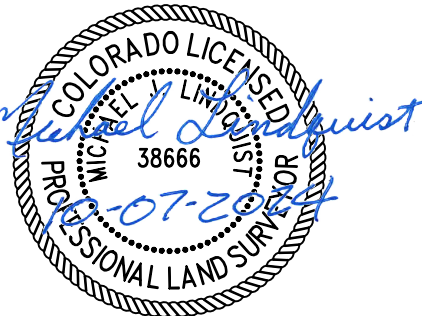
1. THENCE, ALONG THE WEST LINE OF LOT 8, N 00° 05' 57" W A DISTANCE OF 15.36 FEET;
2. THENCE, S 77° 37' 53" E A DISTANCE OF 26.49 FEET;
3. THENCE, S 12° 22' 07" W A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 8;
4. THENCE, ALONG THE SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 23.17 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 372 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

						SHT. NO: 2 OF 2	 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE: 1" = 30'	
						DWN. BY: CDW	DATE: 10-01-2024
						CHK. BY:	
						PROJ. MGR: MJL	10-03-2024
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:	

EXHIBIT C

TCE-02

TOWN OF PARKER

COUNTY OF DOUGLAS

STATE OF COLORADO

PARCEL DESIGNATION	223322421005	DATE:	October 01, 2024
OWNER:	WINTER PARK BANK VENTURES LLC		

EXHIBIT C

LEGAL DESCRIPTION

TCE-03

A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT8, THENCE ALONG THE SOUTH LINE, N 77°37'53" W A DISTANCE OF 24.26 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING ALONG THE SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 62.04 FEET;
2. THENCE, N 00° 00' 00" E A DISTANCE OF 12.71 FEET ;
3. THENCE, N 89° 28' 04" E A DISTANCE OF 32.85 FEET;
4. THENCE, S 42° 00' 25" E A DISTANCE OF 2.38 FEET;
5. THENCE, S 00° 03' 41" E A DISTANCE OF 17.42 FEET;
6. THENCE, N 89° 54' 38" E A DISTANCE OF 37.10 FEET;
7. THENCE, N 33° 24' 51" E A DISTANCE OF 11.98 FEET;
8. THENCE, N 15° 00' 31" E A DISTANCE OF 20.13 FEET;
9. THENCE, S 77° 35' 15" E A DISTANCE OF 13.22 FEET TO A POINT ON THE WEST LINE OF A 12' SIDEWALK AND UTILITY EASEMENT;
10. THENCE, ALONG SAID WEST LINE, S 12° 22' 14" W A DISTANCE OF 5.23 FEET TO THE BEGINNING OF A CURVE;
11. THENCE, 21.46 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 33° 40' 48", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS S 29° 12' 38" W A DISTANCE OF 21.15 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
12. THENCE, S 53° 21' 33" W FOR A DISTANCE OF 9.29 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
13. THENCE, 17.59 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 27° 36' 17", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS S 74° 28' 12" W A DISTANCE OF 17.42 FEET TO A POINT ON THE SOUTH LINE OF LOT 8 AND THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1142 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS.

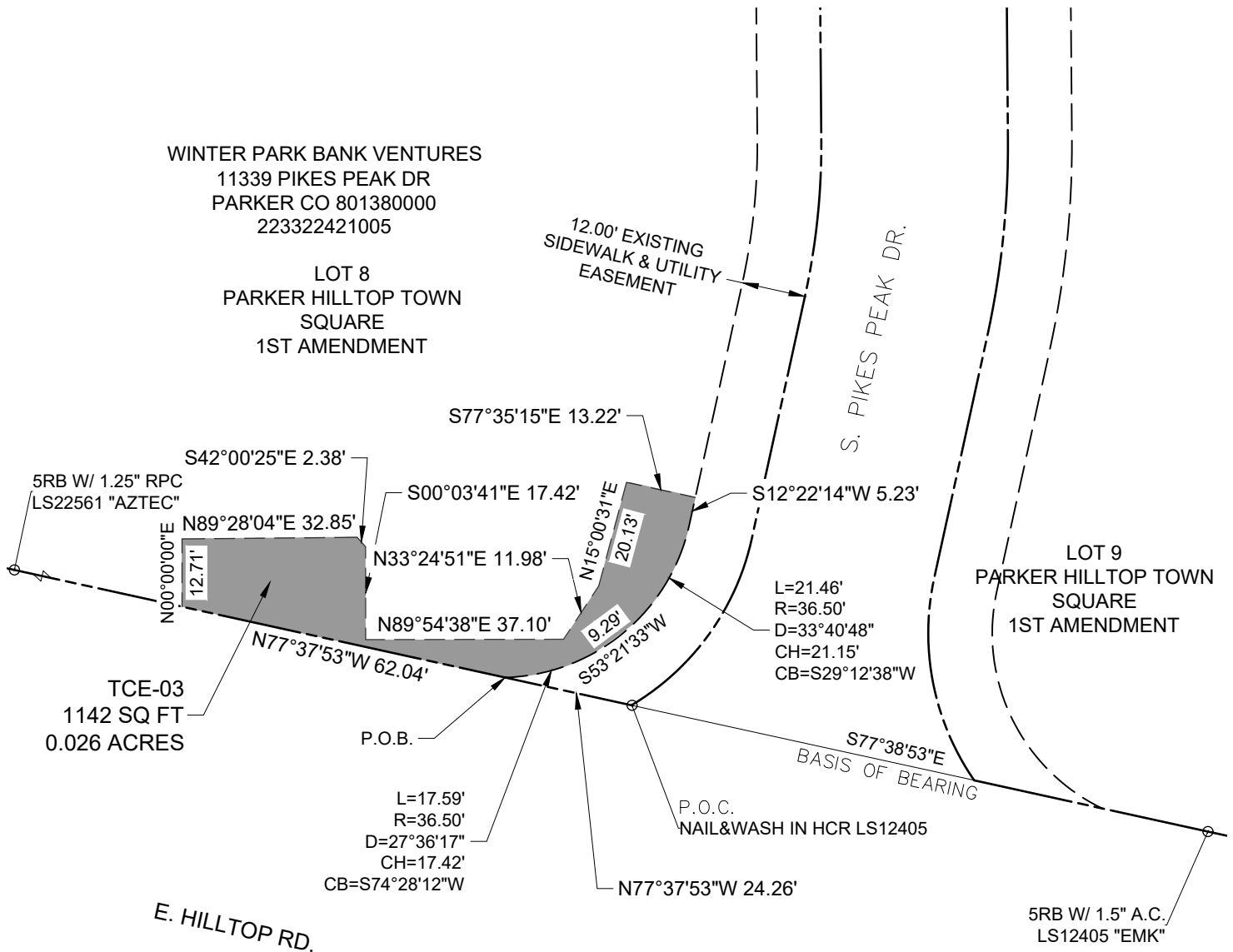
BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



EXHIBIT
"TCE-03"

A PARCEL LOCATED IN LOT 8, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

						SHT. NO: 3 OF 3	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693	EXHIBIT C TCE-03 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO
						SCALE: 1" = 30'		
						DWN. BY: CDW	DATE: 10-01-2024	
						CHK. BY:		
						PROJ. MGR: MJL	10-03-2024	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT C

LEGAL DESCRIPTION

TCE-04

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE PT ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK., LS 12405"), THENCE, 44.51 FEET ALONG A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 33' 01", HAVING A RADIUS OF 1000.00 FEET, AND WHOSE LONG CHORD BEARS S 78° 54' 23" E A DISTANCE OF 44.51 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, N 12° 26' 22" E A DISTANCE OF 1.00 FEET;
2. THENCE, N 77° 33' 38" W A DISTANCE OF 58.97 FEET TO THE BEGINNING OF A CURVE;
3. THENCE, 24.18 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 40° 44' 23", HAVING A RADIUS OF 34.00 FEET, AND WHOSE LONG CHORD BEARS N 57° 11' 26" W A DISTANCE OF 23.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
4. THENCE, N 30° 58' 23" W A DISTANCE OF 10.48 FEET TO A POINT ON THE EAST LINE OF A 12 FOOT SIDEWALK AND UTILITY EASEMENT AND THE BEGINNING OF A NON-TANGENTIAL CURVE;
5. THENCE, 18.31 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 44' 42", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS N 02° 00' 07" W A DISTANCE OF 18.12 FEET;
6. THENCE, N 12° 22' 14" E A DISTANCE OF 5.08 FEET;
7. THENCE, S 77° 35' 15" E A DISTANCE OF 17.92 FEET;
8. THENCE, S 12° 24' 45" W A DISTANCE OF 4.50 FEET TO THE BEGINNING OF A CURVE;
9. THENCE, 25.13 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 58' 22", HAVING A RADIUS OF 16.00 FEET, AND WHOSE LONG CHORD BEARS S 32° 34' 27" E A DISTANCE OF 22.62 FEET;
10. THENCE, S 77° 33' 38" E A DISTANCE OF 74.45 FEET;
11. THENCE, S 12° 26' 22" W A DISTANCE OF 18.17 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 AND THE BEGINNING OF A NON-TANGENTIAL CURVE;

12. THENCE, 15.50 FEET ALONG THE SOUTH LINE AND SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $00^{\circ} 53' 17''$, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE LONG CHORD BEARS $N 80^{\circ} 37' 33'' W$ A DISTANCE OF 15.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 2140 SQUARE FEET OR 0.049 ACRES, MORE OR LESS.

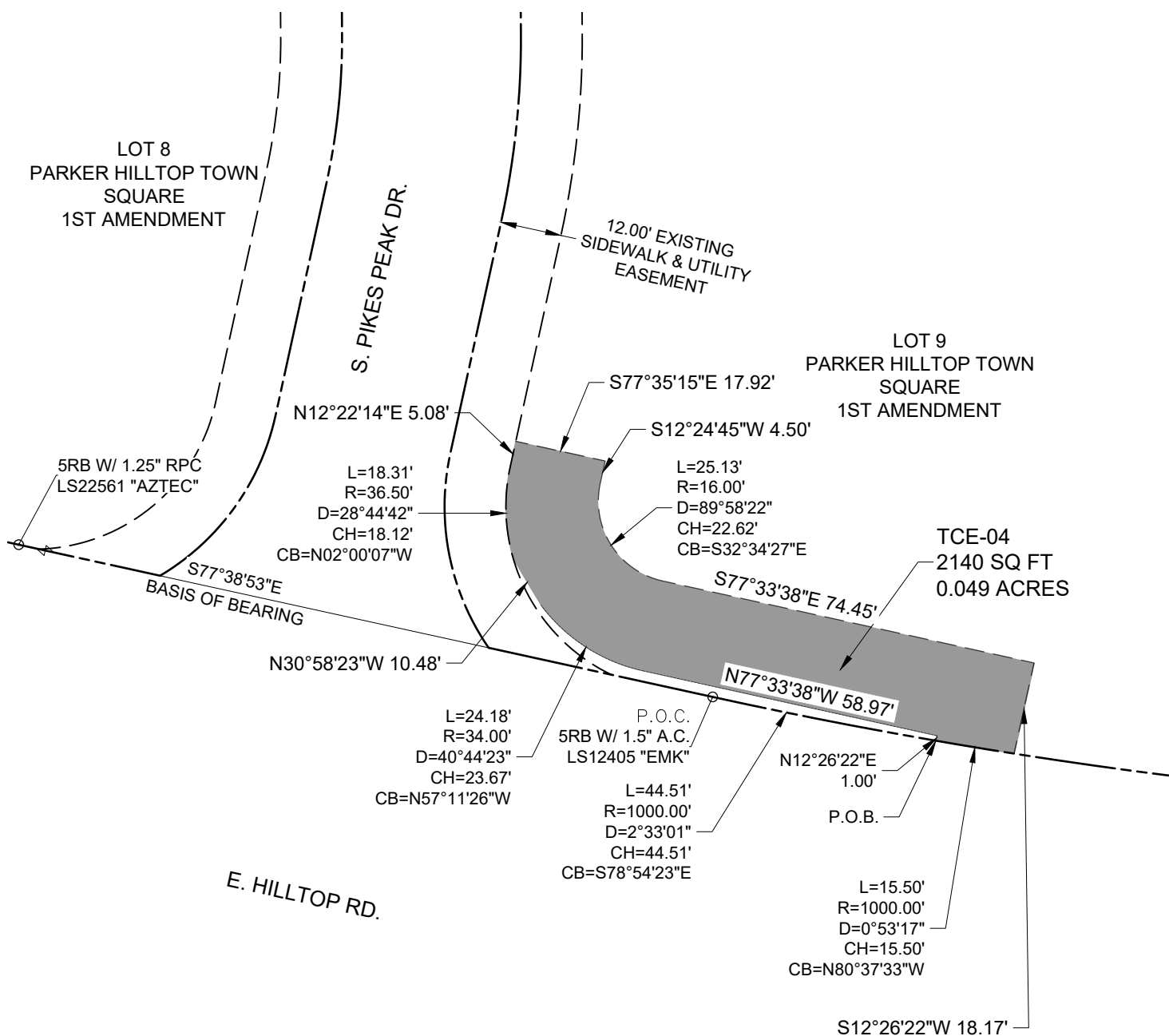
ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING $N 77^{\circ} 37' 53'' W$. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE, IN THE SOUTHEAST
QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



23-100-294

						SHT. NO: 3 OF 3		 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
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						CHK. BY:		
						PROJ. MGR: MJL	10-03-2024	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		EXHIBIT C TCE-04 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO



Request for Town Council Action

Date: November 4, 2024
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **LINCOLN AVENUE WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke
Second Reading: November 19, 2024

EXECUTIVE SUMMARY

These two ordinances are for the approval of two 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. The Project also includes improvements to Jordan Road between Stonegate Parkway and Lincoln Avenue. Lincoln Avenue 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 this ordinance addresses the acquisition of the required right-of-way, permanent easements, and temporary construction easements on two (2) of the impacted parcels.

These acquisitions include approximately 5,803 square feet (SF) of right-of-way, 1,027 SF of permanent easement, and 17,399 SF of temporary construction easement that is needed to accommodate construction of sidewalk and roadway improvements.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary easements is \$482,200. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

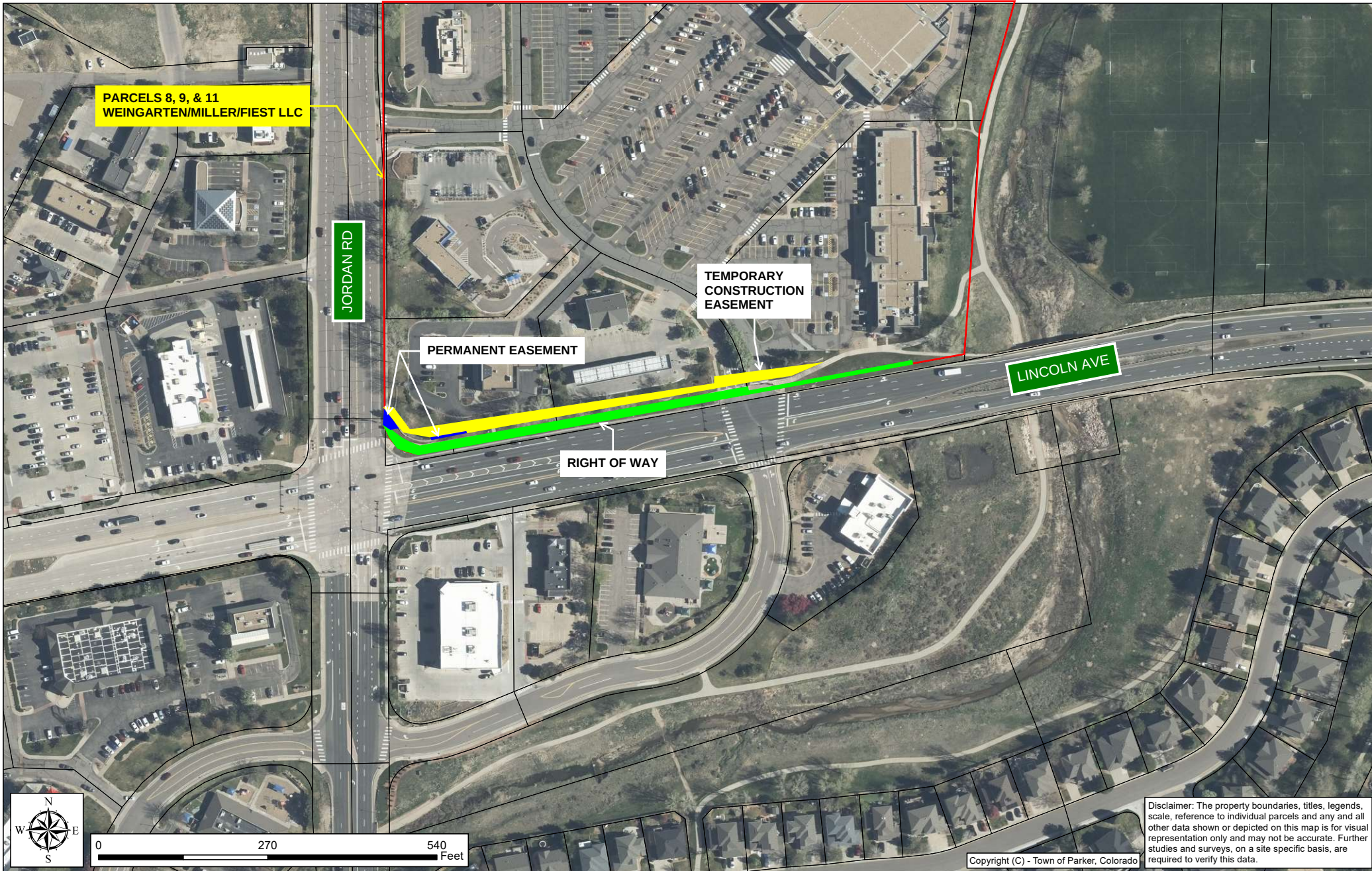
1. Vicinity Map
2. Ordinance No. 1.636
3. Ordinance No. 1.638

RECOMMENDED MOTION

I move to approve Ordinance No. 1.636 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

I move to approve Ordinance No. 1.638 on first reading and to schedule second reading for November 18, 2024, as part of the consent agenda.

LINCOLN AVENUE WIDENING PROJECT (WEINGARTEN/MILLER/FIEST LLC)



LINCOLN AVENUE WIDENING PROJECT (CROSSROADS COMMUNITY CHURCH)



ORDINANCE NO. 1.636, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN CROSSROADS COMMUNITY CHURCH, INC., AND THE TOWN OF PARKER FOR A PORTION OF LOT 1A, BLOCK 1, PARKER AUTO PLAZA FILING NO. 1, 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 Crossroads Community Church, Inc., and the Town of Parker for a Portion of Lot 1A, Block 1, Parker Auto Plaza Filing No. 1, 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 7 day of October, 2024, by and between **Crossroads Community Church, Inc., a Colorado non-profit corporation**, ("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 and Exhibit B**, attached hereto and incorporated herein by this reference; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit C**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$80,000.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including permanent easement rights described in **Exhibit A and Exhibit B**, and temporary easement rights described in **Exhibit C**, 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 reasonable 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. Any notice of objection by Purchaser as to the condition of title of the Property shall be given to Seller at the earlier of 45 days from the Effective Date of this Agreement or at least fourteen (14) days prior to closing. Except for exceptions to which Purchaser provides objection, all other exceptions shall be deemed accepted by Purchaser ("Permitted Exceptions")

(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, in form also acceptable to Seller, conveying permanent easement rights within the property as described in **Exhibit A and Exhibit B** to Purchaser.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, in form also acceptable to Seller, 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.

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. 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.

10. 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 (acting through its Leadership Council members and current Lead Pastor) has no actual 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. Pursuant to site visits between the parties on the Property, and the Landscape Enhancement Agreement/estimate provided to Purchaser by Seller on April 18, 2024, 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. To Sellers actual knowledge, 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) To Sellers actual knowledge, 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) To Sellers actual knowledge, There is no asbestos on the Property;

(5) To Sellers actual knowledge, There is no underground storage tank under 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.

11. 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) Except for Permitted Exceptions, 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 any other property owned by 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.

12. 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.

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

14. 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.

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

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

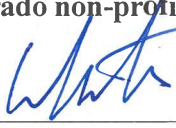
17. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

18. 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.

19. 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.

**Crossroads Community Church, Inc.,
a Colorado non-profit corporation**

BY: 

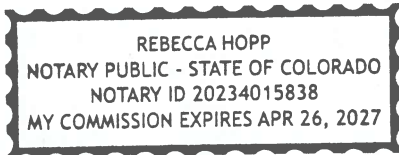
TITLE: CLC President

PRINT: William R Kretzer

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing document was acknowledged before me this 7th day of October, 2024 by William Kretzer as President of Crossroads Community Church, Inc., a Colorado non-profit corporation.

WITNESS my hand and official seal.




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"

LEGAL DESCRIPTION

A PERMANENT EASEMENT NO. PE-27B, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1A, BLOCK 1, PARKER AUTO PLAZA FILING NO. 1, 1ST AMENDMENT, RECORDED JUNE 13, 2007 AT RECEPTION NO. 2007047286, 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 CORNER 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 NORTH 88°43'21" EAST, A DISTANCE OF 6,027.50 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 1A AND THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD RECORDED AT RECEPTION NO. 9415118 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, THE FOLLOWING 2 COURSES:

1. SOUTH 04°31'10" EAST, A DISTANCE OF 10.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°28'41" WEST;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°25'16", AN ARC LENGTH OF 13.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1A AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2004113377 IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1A AND SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING 2 COURSES:

1. SOUTH 85°28'50" WEST, A DISTANCE OF 36.98 FEET;
2. SOUTH 89°29'05" WEST, A DISTANCE OF 39.07 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 79°10'12" EAST, A DISTANCE OF 32.68 FEET;

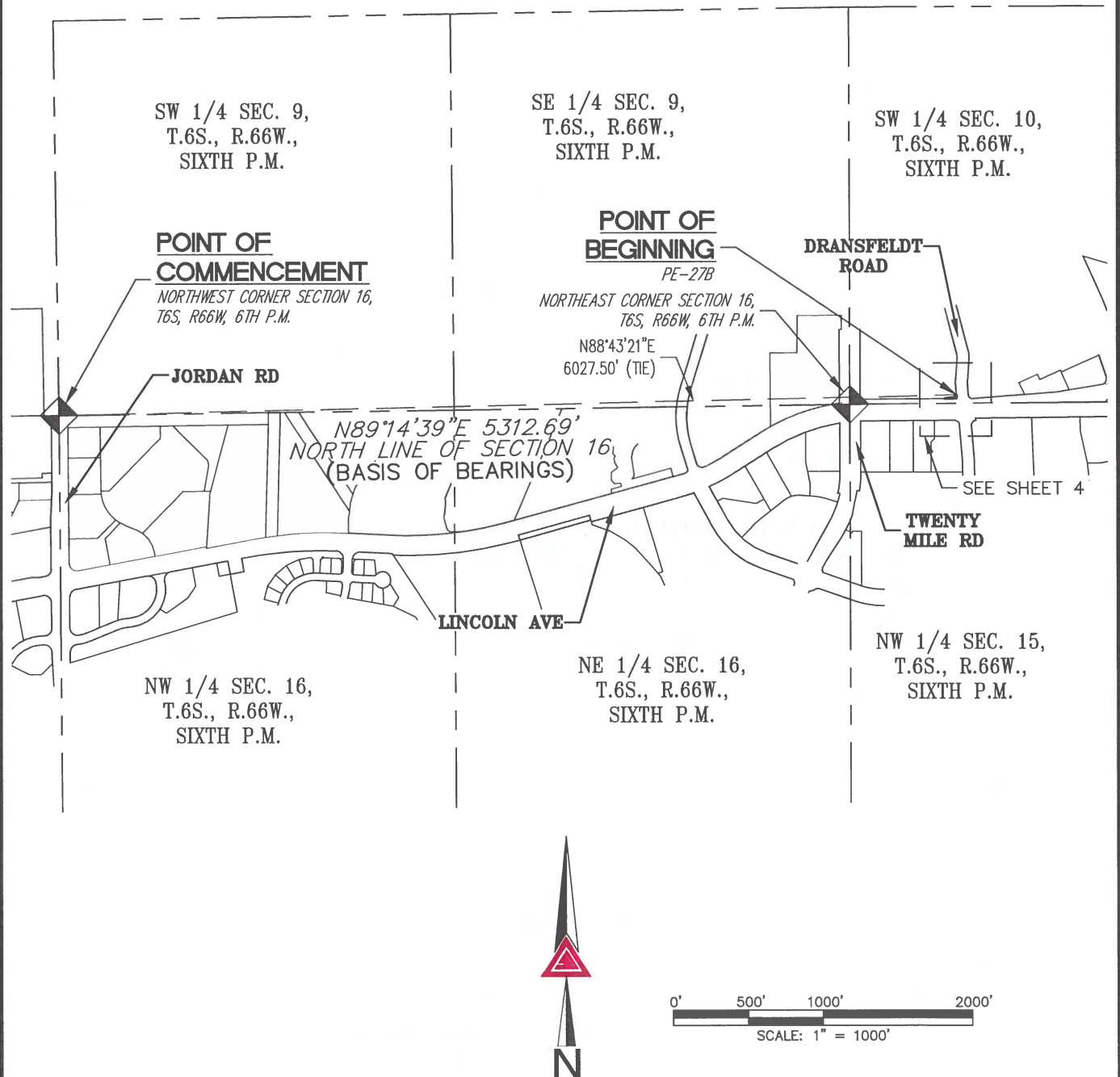
THENCE NORTH 87°35'37" EAST, A DISTANCE OF 32.10 FEET;

THENCE NORTH 35°26'22" EAST, A DISTANCE OF 23.46 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.011 ACRES, (475 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

ILLUSTRATION TO EXHIBIT A



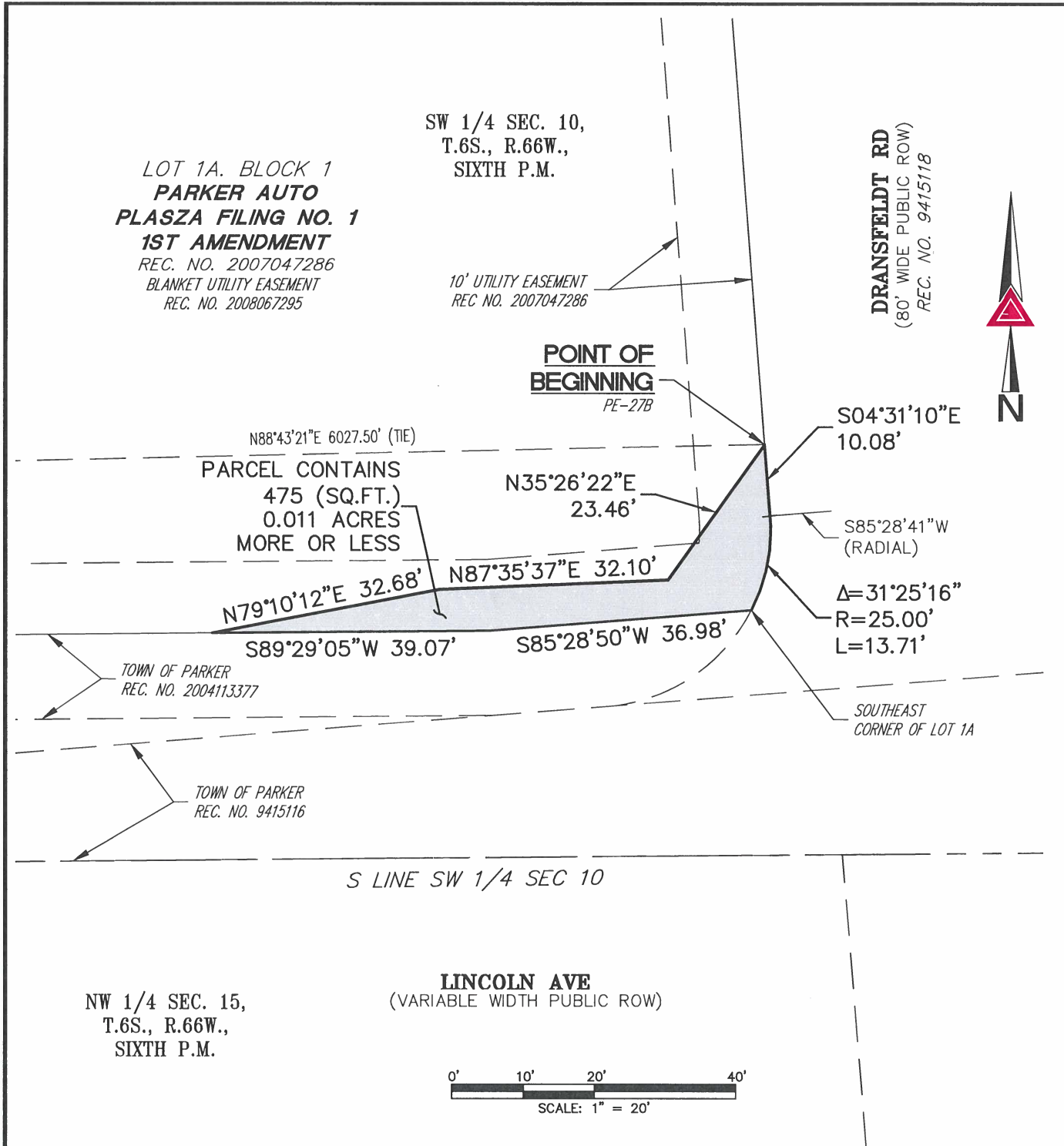
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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

PERMANENT EASEMENT PE-27B
SW 1/4 SEC. 10, T.6S., R.66W., 6TH P.M.
TOWN OF PARKER, STATE OF COLORADO

PATH: Q:\12321-07 - LINCOLN AVE WIDENING\DWG\EXHIBITS\PE-27B.DWG
JOB NUMBER: 12321-07 DATE: 08/01/2024 DWG: RBA CHK: DED 2 OF 3 SHEETS

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

PERMANENT EASEMENT PE-27B
SW 1/4 SEC. 10, T6S, R66W, 6TH P.M.
TOWN OF PARKER, STATE OF COLORADO

PATH: Q:\12321-07 - LINCOLN AVE WIDENING\DWG\EXHIBITS\PE-27B.DWG
JOB NUMBER: 12324-01 DATE: 08/01/2024 DWG: RBA CHK: DED 3 OF 3 SHEETS

EXHIBIT "B"

LEGAL DESCRIPTION

A PERMANENT EASEMENT NO. PE-27A, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1A, BLOCK 1, PARKER AUTO PLAZA FILING NO. 1, 1ST AMENDMENT, RECORDED JUNE 13, 2007 AT RECEPTION NO. 2007047286, 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 CORNER 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 NORTH 88°48'29" EAST, A DISTANCE OF 5,383.28 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1A AND THE EASTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2004113377 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 00°09'04" EAST, A DISTANCE OF 9.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1A AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2004113377 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,332.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 01°52'09" EAST;

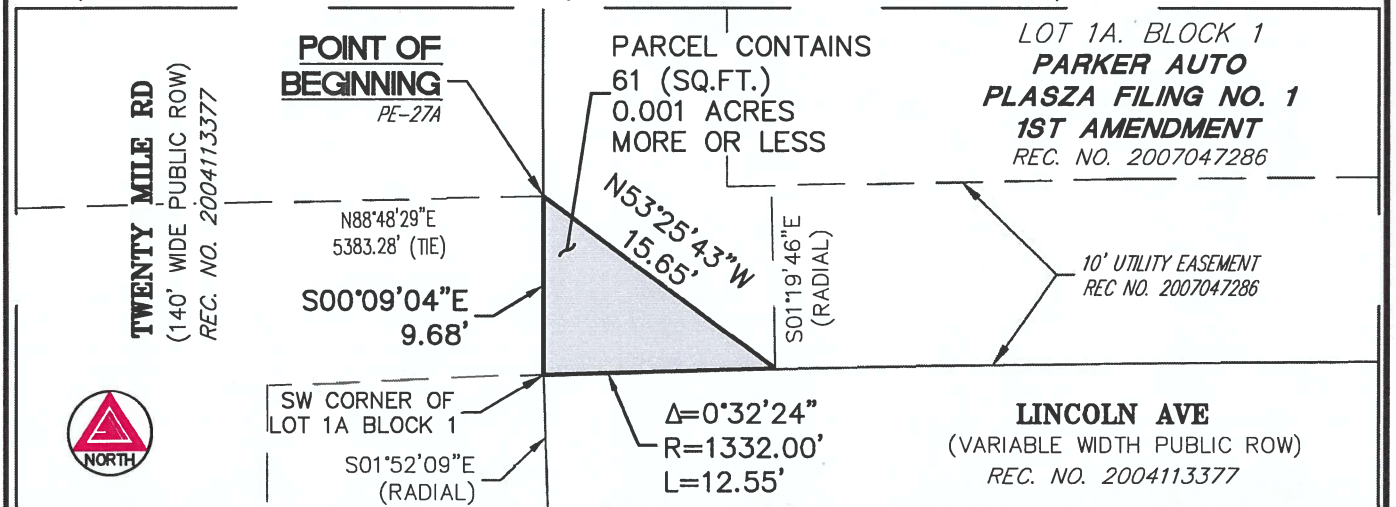
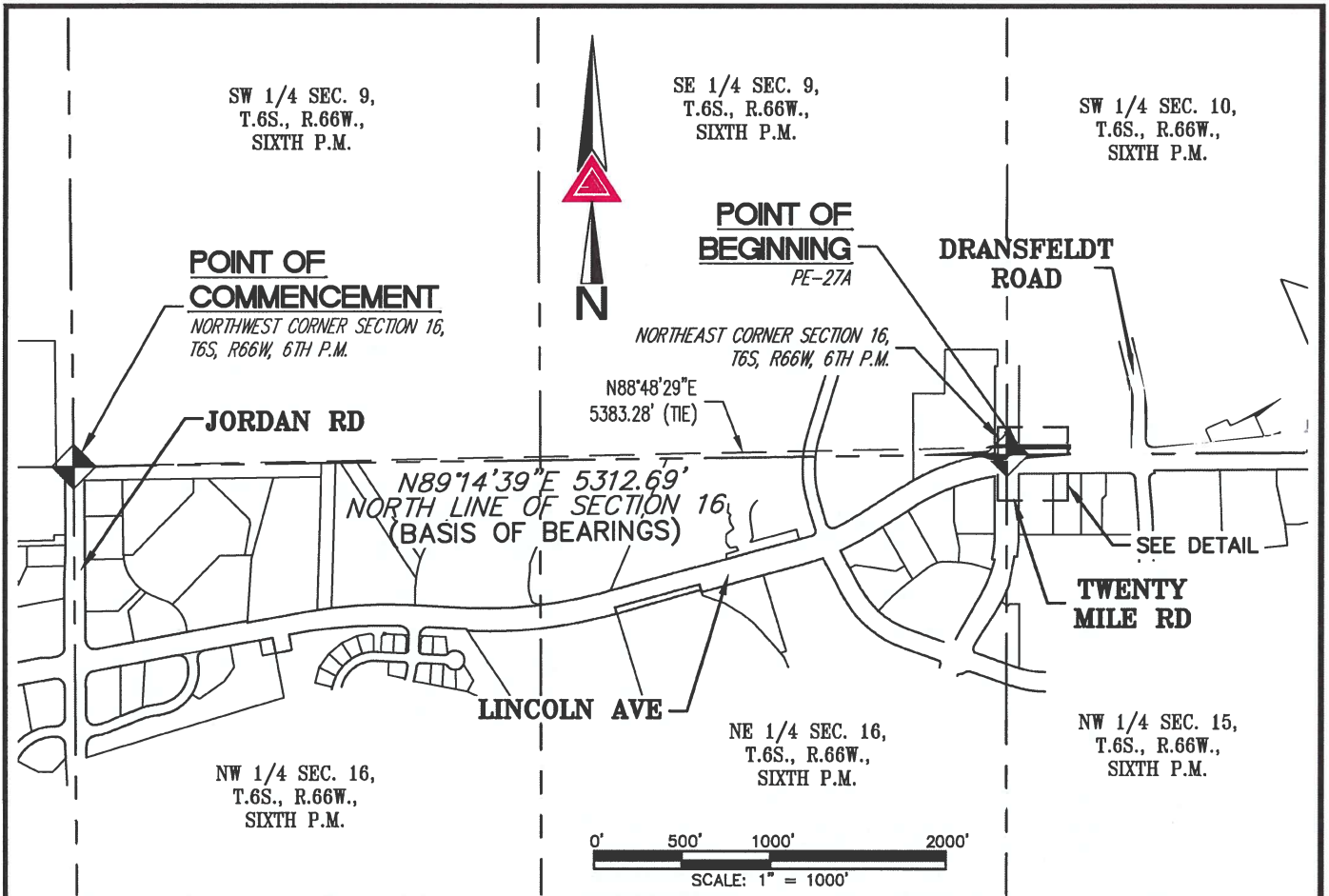
THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1A AND SAID NORTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'24", AN ARC LENGTH OF 12.55 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND SAID NORTHERLY RIGHT-OF-WAY, NORTH 53°25'43" WEST, A DISTANCE OF 15.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.001 ACRES, (61 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

ILLUSTRATION TO EXHIBIT B



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

EXHIBIT "C"

LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-27REV, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1A, BLOCK 1, PARKER AUTO PLAZA FILING NO. 1, 1ST AMENDMENT, RECORDED JUNE 13, 2007 AT RECEPTION NO. 2007047286, 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 CORNER 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 NORTH 88°48'29" EAST, A DISTANCE OF 5,383.28 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1A AND THE EASTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2004113377 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, NORTH 00°09'04" WEST, A DISTANCE OF 9.58 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY SOUTH 56°16'55" EAST, A DISTANCE OF 17.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,341.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 01°13'40" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'45", AN ARC LENGTH OF 16.68 FEET TO A LINE PARALLEL WITH AND DISTANT 9.00 FEET NORTHERLY TO THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE, RECORDED AT RECEPTION NO. 2004113377, IN SAID RECORDS;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°29'05" EAST, A DISTANCE OF 568.86 FEET;

THENCE NORTH 52°00'36" EAST, A DISTANCE OF 53.78 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 1A AND THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD RECORDED AT RECEPTION NO. 9415118 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 04°31'10" EAST, A DISTANCE OF 15.86 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, SOUTH 35°26'22" WEST, A DISTANCE OF 23.46 FEET;

THENCE SOUTH 87°35'37" WEST, A DISTANCE OF 32.10 FEET;

THENCE SOUTH 79°10'12" WEST, A DISTANCE OF 32.68 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1A AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2004113377, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES:

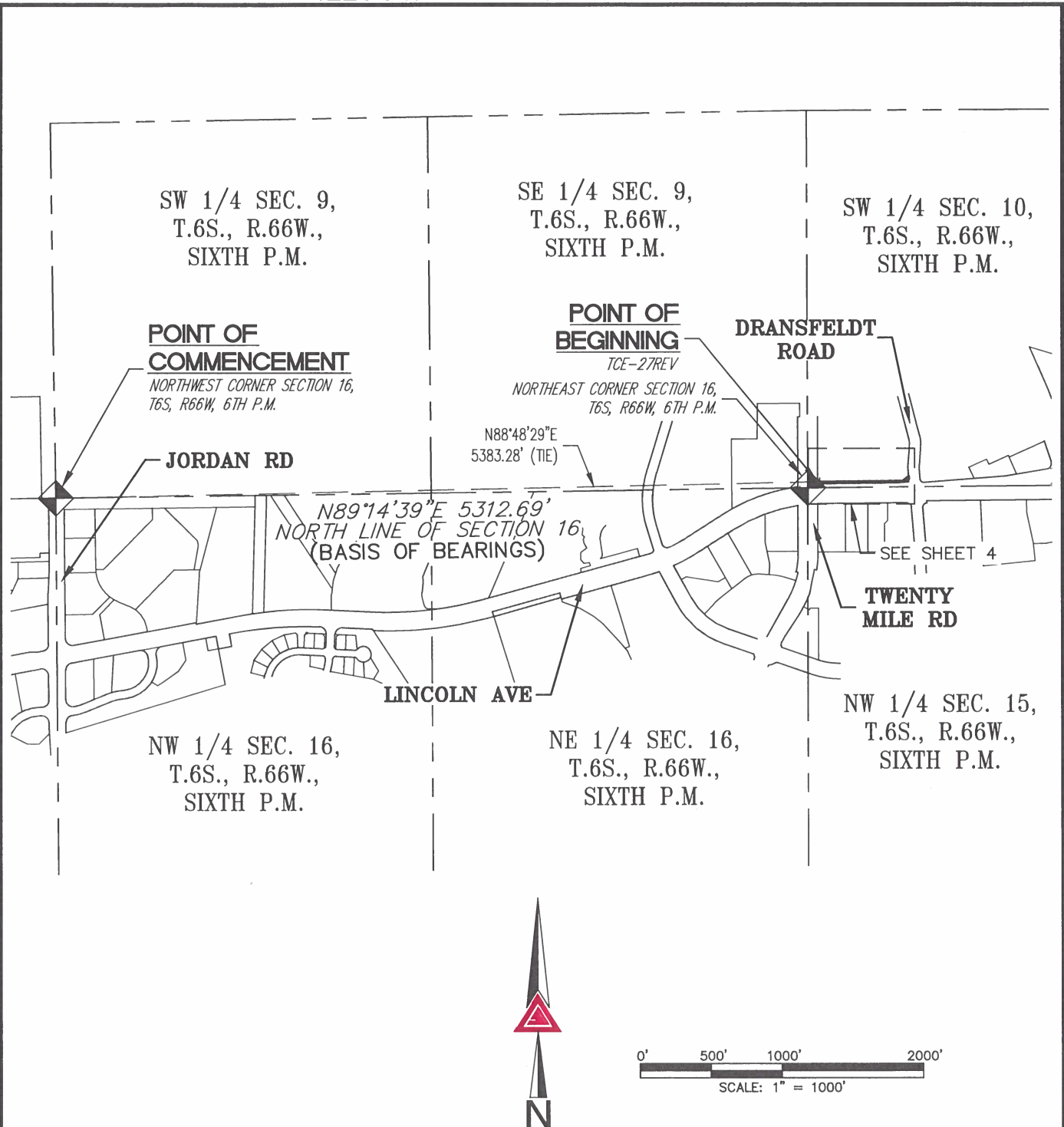
1. SOUTH 89°29'05" WEST, A DISTANCE OF 534.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,332.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°48'51", AN ARC LENGTH OF 18.93 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 53°25'43" WEST, A DISTANCE OF 15.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.138 ACRES, (6,013 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

ILLUSTRATION TO EXHIBIT C



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



AZTEC
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300 East Mineral Ave, Suite 1
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TEMPORARY CONSTRUCTION EASEMENT TCE-27REV
SW 1/4 SEC. 10, T6S, R66W, 6TH P.M.
TOWN OF PARKER, STATE OF COLORADO

PATH: Q:\12321-07 - LINCOLN AVE WIDENING\DWG\EXHIBITS\TCE-27REV.DWG

JOB NUMBER: 12321-07

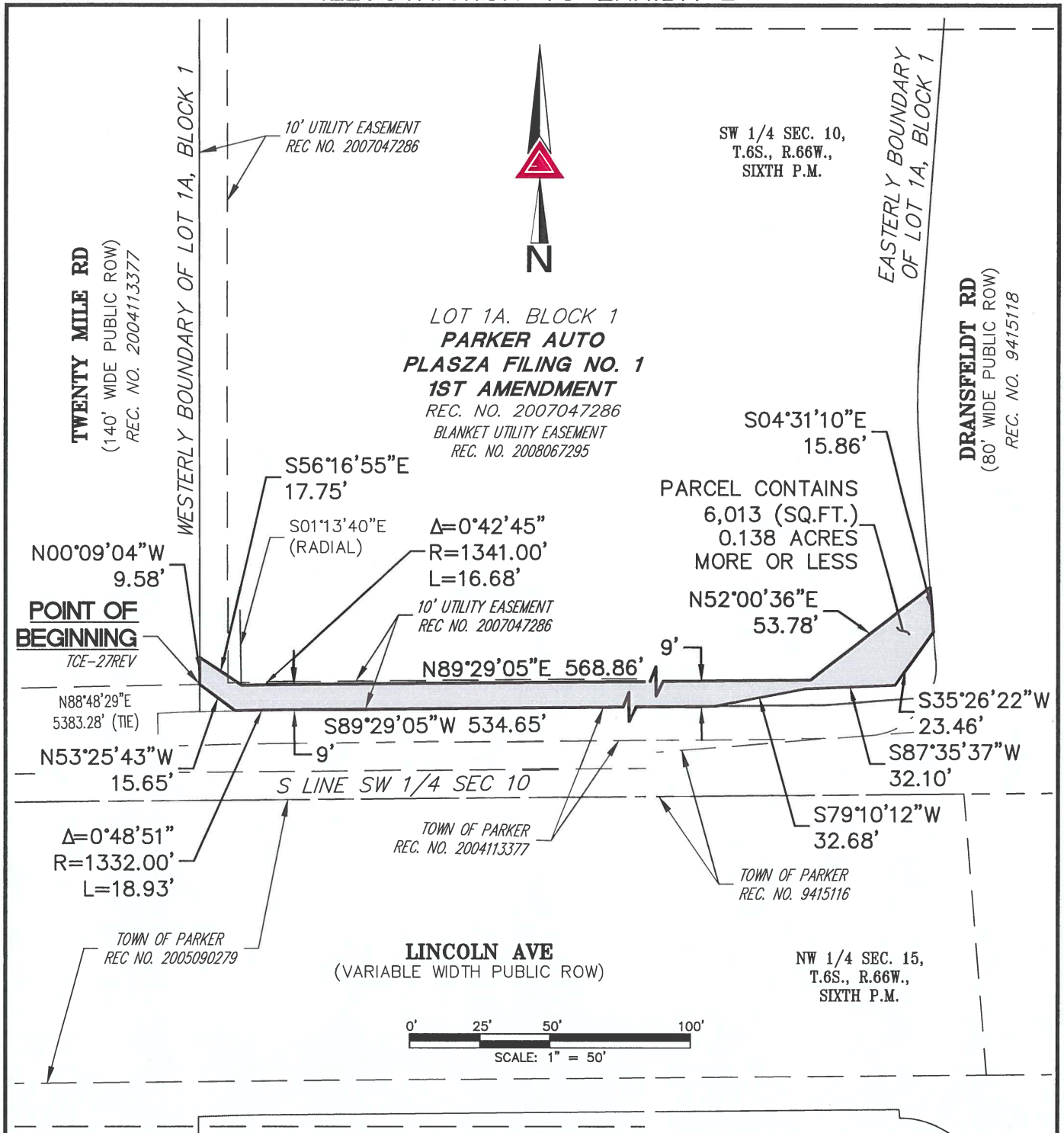
DATE: 08/01/2024

DWG: RBA

CHK: DED

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT C



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



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TEMPORARY CONSTRUCTION EASEMENT TCE-27REV
SW 1/4 SEC. 10, T6S, R66W, 6TH P.M.
TOWN OF PARKER, STATE OF COLORADO

PATH: Q:\12321-07 - LINCOLN AVE WIDENING\DWG\EXHIBITS\TCE-27REV.DWG

JOB NUMBER: 12321-07

DATE: 08/01/2024

DWG: RBA

CHK: DED

4

OF 4

SHEETS

ORDINANCE NO. 1.638, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN WEINGARTEN/MILLER/FIEST, LLC, AND THE TOWN OF PARKER 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 Weingarten/Miller/Fiest, LLC, and the Town of Parker 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 ____ day of _____, 2024, by and between **WEINGARTEN/MILLER/FIEST, LLC**, a Delaware limited liability company, whose mailing address is 500 North Broadway, Suite 201, Jericho, New York 11753 ("Seller"), and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser" or "Town").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property ("Seller's Property"); and

WHEREAS, Seller wishes to transfer and convey certain portions of Seller's Property (as more specifically described in Article 1(a) of this Agreement) to Purchaser, and Purchaser wishes to acquire Seller's Property (as set forth in Article 1(a) of this Agreement) from Seller; and

WHEREAS, Seller has agreed to transfer such parcels of real property more specifically described in Article 1(a) of this Agreement and grant the Town one (1) temporary construction license, and one (1) permanent public sidewalk easement.

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) Three (3) parcels of real property located in Douglas County, Colorado, and more specifically described in the attached labeled as **Exhibit A, Exhibit B, & Exhibit C**, attached hereto and incorporated herein by this reference, and identified as "RW-8", "RW-9" and "RW-11", respectively, shown on **Exhibit I** attached hereto and incorporated herein by this reference;
- (b) One (1) permanent public sidewalk easement located in Douglas County, Colorado, and more specifically described in the attached labeled as **Exhibit D & Exhibit E**, attached hereto and incorporated herein by this reference, and identified as "PE-8A" and "PE-8B", respectively, shown on **Exhibit I**; and
- (c) One (1) temporary construction license located in Douglas County, Colorado, and more specifically described in the attached labeled as **Exhibit F, Exhibit G, & Exhibit H**, attached hereto and incorporated herein by this reference, and identified as "TCE-8", "TCE-9" and "TCE-11", respectively, shown on **Exhibit I** (collectively, (a), (b) and (c) of this Article 1 shall be hereinafter referred to as the "Property").

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$402,200.00** (the "Purchase Price"), payable by wire transfer of immediately available funds, delivered to Seller at least one (1) business day prior to closing, and further subject to all terms and conditions set forth in this Agreement. In the event Purchaser fails to pay such amount when due, Seller shall have the right, at its sole and absolute discretion, by written notice to Purchaser to terminate this Agreement for default by Purchaser. Before or at the closing Seller shall deliver to Purchaser the executed Closing Documents as set forth in Article 5 of this Agreement.

3. Title.

(a) Seller will convey to Purchaser fee simple title to the Property described in **Exhibit A, Exhibit B, & Exhibit C** in the special warranty deed form attached hereto as **Exhibit 1**, permanent easement rights described in **Exhibit D & Exhibit E** in the public sidewalk easement agreement form attached hereto as **Exhibit 2**, and temporary construction license rights described in **Exhibit F, Exhibit G, & Exhibit H** in the temporary construction license form attached hereto as **Exhibit 3**, subject only to: (i) prorated general real estate taxes on the Property more specifically described in **Exhibit A, Exhibit B, & Exhibit C** for the tax year in which escrow closes, (ii) all liens for any improvements installed as of the date of closing whether assessed or not, and (iii) any burdens, easements, rights-of-way, agreements, reservations, restrictions, covenants, liens and encumbrances described in that certain title commitment from Fidelity National Title (File Number 100-N0042200-010-TO2 (as may have been updated, collectively, the "Title Commitment")) (collectively, hereinafter referred to as the "Permitted Exceptions").

(b) Intentionally Deleted.

(c) Intentionally Deleted.

(d) Intentionally Deleted.

(e) Intentionally Deleted.

4. Title Commitment; Title Policy. The Purchaser may, at its option and sole expense, obtain a current Title 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 (collectively, the "Closing Documents"):

(a) Three (3) special warranty deeds, conveying the portions of Seller's Property more specifically described in **Exhibit A, Exhibit B, & Exhibit C**, identified as "RW-8", "RW-9" and "RW-11", respectively, shown on **Exhibit I**, to Purchaser in fee simple in the special warranty deed form attached hereto as **Exhibit 1**, except for the Permitted Exceptions.

(b) One (1) permanent public sidewalk easement, conveying permanent easement rights within the Seller's Property as more specifically described in **Exhibit D & Exhibit E**,

and identified as “PE-8A” and “PE-8B”, respectively, shown on **Exhibit I**, to Purchaser in the public sidewalk easement agreement form attached hereto as **Exhibit 2**.

- (c) One (1) temporary construction license, conveying temporary license rights within the Seller’s Property as more specifically described in **Exhibit F, Exhibit G, & Exhibit H**, and identified as “TCE-8”, “TCE-9” and “TCE-11”, respectively, shown on **Exhibit I**, to Purchaser in the temporary construction license form attached hereto as **Exhibit 3**.

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**, Seller shall have the right, at its sole and absolute discretion, by written notice to Purchaser to terminate this Agreement.

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

8. Taxes. Real estate taxes (including general, special and/or betterment assessments on the Property at the date of Closing) and personal property taxes attributable solely to Seller for the Center shall be prorated based upon the period (*i.e.*, calendar or other tax fiscal year) to which same are attributable, regardless of whether or not any such taxes are then due and payable or are a lien. Seller shall pay at or prior to Closing (or Purchaser shall receive credit for) any unpaid taxes attributable to periods prior to the Closing (whether or not then due and payable or a lien as aforesaid). Seller shall receive credit for any previously paid or prepaid taxes attributable to periods from and after the Closing Date. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used; and after the Closing occurs and when the actual amount of taxes for the year or years in question shall be determinable, such taxes will be re-prorated between the parties to reflect the actual amount of such taxes.

9. Intentionally Deleted.

10. Intentionally Deleted.

11. As-Is Condition. Purchaser shall at the closing accept the Property in “AS IS”, “WHERE AS” condition. It is understood and agreed that neither Seller nor any person acting or purporting to act for Seller has made or now makes any representation as to the condition or any other matter or thing affecting or relating to the Property except as herein specifically set forth. Purchaser hereby expressly acknowledges that no representations or warranties have been made as to the condition of the Property, and Purchaser further agrees to take the Property “as is” as of the date of the closing.

12. Intentionally Deleted.

13. Intentionally Deleted.

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; Severability; Titles and Headings; Exhibits. 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, this Agreement and all provisions hereof, shall not survive the closing and continue in full force and effect thereafter (except for such of the terms, conditions, covenants and agreements hereof which may be expressly provided to survive the closing. If any provision of this Agreement shall be determined invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. Titles and headings of Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. All exhibits are attached hereto and incorporated herein by their reference.

16. Choice of 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, supersedes all prior or contemporaneous understandings, if any, with respect thereto, and cannot be modified or amended except by the written agreement of the parties. The terms herein set forth may only be changed or modified by written agreement signed by all parties hereto.

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. Intentionally Deleted.

21. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing, shall be deemed to have been given when received and shall be given by personal delivery or delivery by messenger, or mailed by express mail or by prepaid certified mail, return receipt requested, addressed as follows:

If to Seller:	WEINGARTEN/MILLER/FIEST, LLC
	c/o Kimco Realty Corporation
	500 North Broadway, Suite 201
	Jericho, NY 11753

22. Counterparts; Titles and Headings. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. Facsimile or scanned signatures (e.g. e-mailed in PDF format) are acceptable to

effectuate the terms of this instrument. Titles and headings of Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. All references to "Sections" and "Articles" shall be deemed to be references to Sections and Articles of this Agreement unless otherwise indicated or unless the context otherwise requires.

23. Non-Waiver. Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other Party of any and all of the provisions of this Agreement to be performed by the other Party.

24. As of the date hereof and as of the Closing Date, Purchaser hereby represents, warrants, covenants and agrees that neither Purchaser, any direct or indirect interest holder in Purchaser (collectively, the "Purchaser Parties"), nor any affiliate of Purchaser is subject to sanctions of the United States government or in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations ("Laws") relation to terrorism or money laundering, including, without limitation, Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) (the "Terrorism Executive Order") or a person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively with the Terrorism Executive Order, the "Executive Orders"), the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"), any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended.

25. OFAC. As of the date hereof and as of the Closing Date, Purchaser hereby represents, warrants, covenants and agrees that none of the Purchaser, the Purchaser Parties, nor any affiliate of Purchaser is (i) listed on the Specially Designated Nationals and Block Person List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists", and, collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (ii) a person (a "Designated Person") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders"), including a "Prohibited Person". The OFAC Laws and Regulations and the Executive Orders are collectively referred to as the "Anti-Terrorism Laws". "Prohibited Person" is defined as follows:

- (i) a person or entity that is listed in the Annex to the Terrorism Executive Order, or is otherwise subject to the provisions of the Terrorism Executive Order or any other Executive Order;
- (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to the Terrorism Executive Order, or is otherwise subject to the provisions of the Terrorism Executive Order and the Patriot Act;

(iii) a person or entity with whom a Seller is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-money laundering Law, including the Terrorism Executive Order, any other Executive Order and the Patriot Act;

(iv) a person or entity who commits, threatens or conspires to commit or supports “terrorism” as defined in the Terrorism Executive Order or any other Executive Order; or

(v) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website, <http://www.treas.gov/ofac/tlstdn.prf> or any replacement website or other replacement official publication of such list.

(b) Purchaser has, and its Purchaser Parties have, required and shall require, and have taken and shall take all reasonable measures to ensure compliance with the requirement that no Purchaser Parties or affiliates of Purchaser is or shall, be listed on any Lists be a Designated Person, or be in violation of any Laws, including any OFAC Laws and Regulations.

(c) None of Purchaser, the Purchaser Parties or any affiliates of Purchaser is or will (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Designated Persons, (ii) deal in, or otherwise engage in, any transaction relating to any property or interest in property blocked pursuant to any Executive Order or the Patriot Act, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Executive Order or the Patriot Act.

(d) Purchaser covenants and agrees to keep appropriate records to establish compliance with the provisions of this Section 25, and to deliver to Seller any certification or other evidence reasonably requested from time to time by Seller discretion, confirming Purchaser’s compliance with the provisions of this Section 25.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

WEINGARTEN/MILLER/FIEST, LLC,
a Delaware limited liability company
By: WRI River Hill Tower, LLC, its Sole Member
By: Weingarten Nostat, LLC, its Managing Member
By: KRCX WRI Holdings, LLC, its sole member

TITLE: Vice President

STATE OF _____)
) SS:
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of _____
that the foregoing paragraph is true and correct.

Signature of Notary

SIGNATURE PAGE TO FOLLOW

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Town Attorney

EXHIBIT A

**PARCEL NUMBER: RW-8
May 8, 2023
DESCRIPTION**

A PARCEL OF LAND NO. RW-8, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 03°53'19" EAST, A DISTANCE OF 985.53 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6 AND THE EASTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 00°23'53" EAST, A DISTANCE OF 9.14 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 6 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9719991 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°07'23", AN ARC LENGTH OF 87.37 FEET;
2. NORTH 79°28'44" EAST, A DISTANCE OF 220.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 6, NORTH 10°31'16" WEST, A DISTANCE OF 9.00 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 79°28'44" WEST, A DISTANCE OF 218.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°07'23", AN ARC LENGTH OF 87.37 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 0.058 ACRES, (2,511 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT B

PARCEL NUMBER: RW-9
May 8, 2023
DESCRIPTION

A PARCEL OF LAND NO. RW-9, 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 5, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 34°21'11" EAST, A DISTANCE OF 1,144.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9719991 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 5 AND THE NORTHERLY RIGHT-OF-WAY, SOUTH 79°28'44" WEST, A DISTANCE OF 308.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 5, NORTH 10°31'16" WEST, A DISTANCE OF 9.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°28'44" EAST, A DISTANCE OF 308.52 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 10°31'16" EAST, A DISTANCE OF 9.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 0.064 ACRES, (2,777 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT C

PARCEL NUMBER: RW-11

May 8, 2023

DESCRIPTION

A PARCEL OF LAND NO. RW-11, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 34°21'11" EAST, A DISTANCE OF 1,144.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 4, NORTH 10°31'16" WEST, A DISTANCE OF 2.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°28'44" EAST, A DISTANCE OF 257.45 FEET;

THENCE SOUTH 10°31'16" EAST, A DISTANCE OF 2.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 4 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9719991 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, SOUTH 79°28'44" WEST, A DISTANCE OF 257.45 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 0.012 ACRES, (515 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:\12321-07 – Lincoln Ave Widening\Legals

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EXHIBIT D

PARCEL NUMBER: PE-8A
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-8A, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 03°53'19" EAST, A DISTANCE OF 985.53 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6 AND THE EASTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, NORTH 00°23'53" WEST, A DISTANCE OF 5.44 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 37°00'05" EAST, A DISTANCE OF 38.68 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 76°22'45" WEST, A DISTANCE OF 19.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 64°45'04" EAST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC LENGTH OF 21.69 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.006 ACRES, (263 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT E

PARCEL NUMBER: PE-8B

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-8B, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 07°10'57" EAST, A DISTANCE OF 1,026.02 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

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

1. SOUTH 76°22'45" EAST, A DISTANCE OF 5.96 FEET;
2. NORTH 79°28'44" EAST, A DISTANCE OF 101.68 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 1.94 FEET;

THENCE SOUTH 79°44'47" WEST, A DISTANCE OF 107.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.005 ACRES, (228 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT F

**PARCEL NUMBER: TCE-8
May 8, 2023
DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-8, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 07°10'57" EAST, A DISTANCE OF 1,026.02 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 76°22'45" WEST, A DISTANCE OF 39.31 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 37°00'05" WEST, A DISTANCE OF 38.68 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6 AND THE EASTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 80°51'00" EAST, A DISTANCE OF 19.22 FEET;

THENCE SOUTH 21°37'02" EAST, A DISTANCE OF 23.21 FEET;

THENCE NORTH 81°06'22" EAST, A DISTANCE OF 244.24 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 6;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 10°31'16" EAST, A DISTANCE OF 16.96 FEET TO THE NORTHERLY BOUNDARY OF SAID TRAIL EASEMENT;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 79°28'44" WEST, A DISTANCE OF 106.46 FEET;
2. NORTH 10°31'16" WEST, A DISTANCE OF 1.94 FEET;
3. SOUTH 79°44'47" WEST, A DISTANCE OF 107.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.111 ACRES, (4,819 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



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EXHIBIT G

**PARCEL NUMBER: TCE-9
May 8, 2023
DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-9, 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 5, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 34°45'51" EAST, A DISTANCE OF 1,126.02 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5 AND THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°28'44" WEST, A DISTANCE OF 308.52 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 5;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 16.96 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 81°06'22" EAST, A DISTANCE OF 229.11 FEET;

THENCE NORTH 28°33'43" EAST, A DISTANCE OF 17.37 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN 20' DRAINAGE EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 82°54'33" EAST, A DISTANCE OF 68.47 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°53'29" WEST;

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

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'15", AN ARC LENGTH OF 9.03 FEET;
2. SOUTH 10°31'16" EAST, A DISTANCE OF 10.81 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.111 ACRES, (4,826 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



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EXHIBIT H

PARCEL NUMBER: TCE-11

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-11, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 34°45'51" EAST, A DISTANCE OF 1,126.02 FEET TO THE INTERSECTION OF THE WESTERLY BOUNDARY OF SAID LOT 4 AND THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 10°31'16" WEST, A DISTANCE OF 10.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'15", AN ARC LENGTH OF 9.03 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN 20' DRAINAGE EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NON-TANGENT TO SAID CURVE, NORTH 82°54'33" EAST, A DISTANCE OF 122.40 FEET TO THE NORTHERLY BOUNDARY OF SAID TRAIL EASEMENT;

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

1. SOUTH 60°46'15" WEST, A DISTANCE OF 39.01 FEET;
2. SOUTH 79°28'44" WEST, A DISTANCE OF 85.02 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.040 ACRES, (1,741 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



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R.O.W. TABULATION OF PROPERTIES IN DOUGLAS COUNTY LINCOLN AVENUE									
PARCEL NO.	OWNERSHIP AND MAILING ADDRESS	SITE ADDRESS	LOCATION AND ASSESSORS PARCEL ID NO.	AREA IN ACRES (SQUARE FEET)				BOOK AND PAGE NO. AND/OR RECEPTION NO.	REMARKS
				AREA OF PARCEL	EXISTING ROW	NET AREA	REMAINDER LEFT		
TCE-7	A LEGACY A PARKER LLC THREE HARBOR PARKER LLC 1 CVS DR WOONSOCKET, RI 02895	16920 LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-08-001	0.018 AC (777 SF)		1.334 AC (58,109 SF)	1.276 AC (55,596 SF)	N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RM-8	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-007	0.058 AC (2,511 SF)				N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
PE-8A	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-007	0.006 AC (263 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPLICANCES
PE-8B	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-007	0.005 AC (228 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPLICANCES
TCE-8	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-007	0.111 AC (4,819 SF)		1.443 AC (62,857 SF)	1.379 AC (60,080 SF)	N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RM-9	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-008	0.064 AC (2,777 SF)				N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
TCE-9	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16951 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-008	0.111 AC (4,826 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
PE-10	HPT OF PARKER FERR LLC 1000 URBAN CENTER DR STE 501 BIRMINGHAM, AL 35242	16950 VILLAGE CENTER DR PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-003	0.038 AC (1,663 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPLICANCES
RM-11	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-009	0.012 AC (515 SF)		3.092 AC (134,688 SF)	3.080 AC (134,173 SF)	N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
TCE-11	WENGARTEN MILLER FLEET LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-09-009	0.040 AC (1,741 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RM-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-009	0.001 AC (59 SF)		6.416 AC (279,481 SF)	6.415 AC (279,422 SF)	N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
PE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-009	0.101 AC (4,397 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPLICANCES
TCE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-009	0.176 AC (7,685 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RM-13	STONEGATE VILLAGE METRO DISTRICT 10252 STONEGATE PARKWAY PARKER, CO 80134	NO PARCEL ADDRESS	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-046	0.021 AC (915 SF)		3.517 AC (153,201 SF)	3.496 AC (152,286 SF)	N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
PE-13A	STONEGATE VILLAGE METRO DISTRICT 10252 STONEGATE PARKWAY PARKER, CO 80134	NO PARCEL ADDRESS	SECTION 16, T6S, R66W OF THE 6TH P.M. 2233-162-01-046	0.040 AC (1,740 SF)				N004220-00-10-E3 (3/15/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPLICANCES

Print Date: 5/5/2023 5:16:48 PM	File Name: Lincoln Ave Widening ROW SHEETS.dwg	Horizontal Scale: N/A	Vertical Scale: N/A															
																		
310 East Federal Ave, Suite 1 Phoenix, AZ 85012-1188 Phone: 602.713.1188 www.aztecconsultants.com																		
Sheet Revisions <table border="1"> <thead> <tr> <th>Date</th> <th>Comments</th> <th>Initials</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Date	Comments	Initials														
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As Constructed <table border="1"> <thead> <tr> <th>No. Revisions</th> <th>Revised</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		No. Revisions	Revised					LINCOLN AVENUE WIDENING TABULATION OF PROPERTIES <table border="1"> <thead> <tr> <th>Designer: B.M.</th> <th>Structure Number</th> <th>Sheet Number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Designer: B.M.	Structure Number	Sheet Number						
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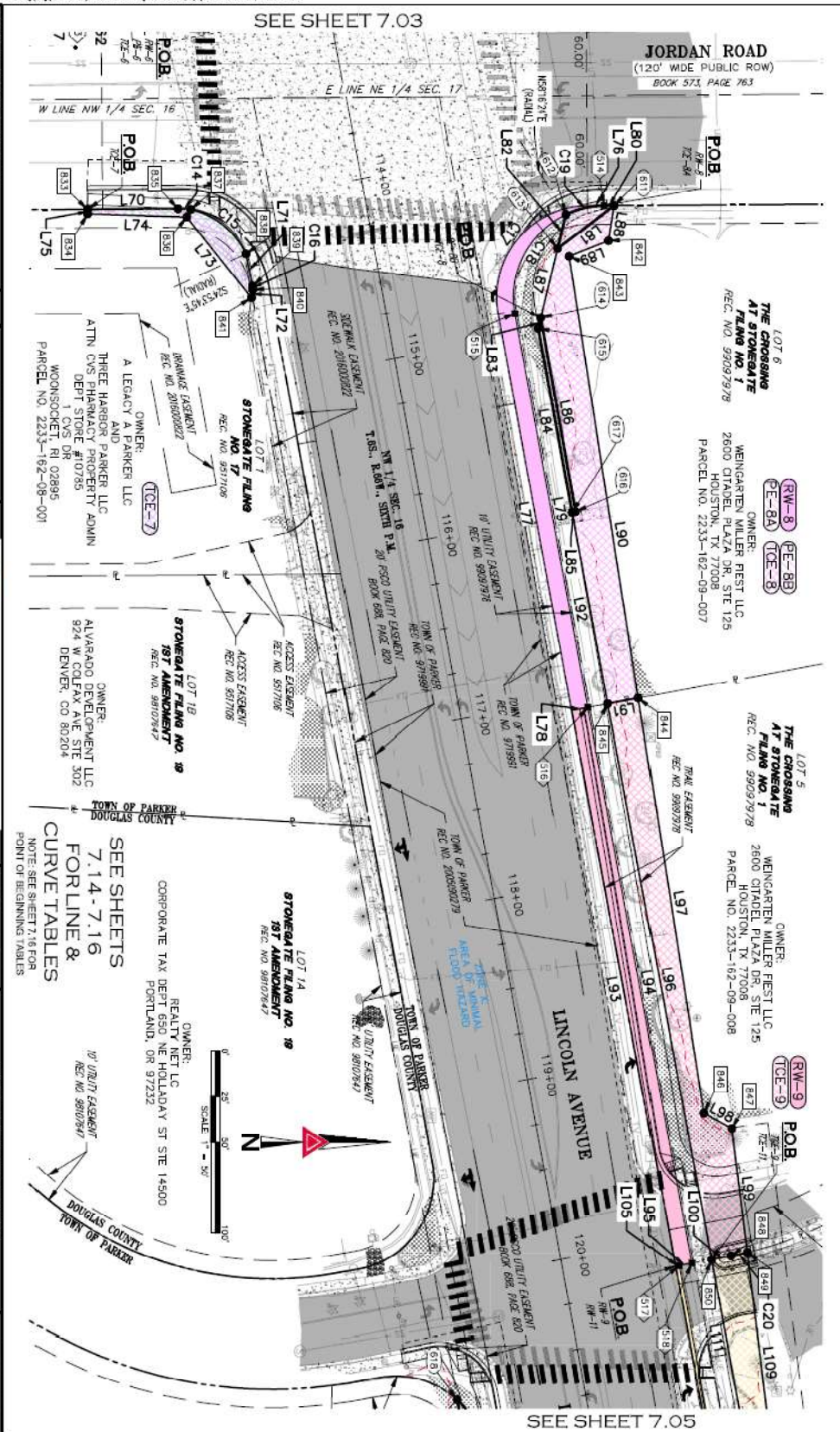




EXHIBIT 1

FORM OF SPECIAL WARRANTY DEED

When recorded, return to:

Attention: _____

SPECIAL WARRANTY DEED

The undersigned Grantor declares:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, _____ (“Grantor”), hereby BARGAINS, SELLS AND CONVEYS to _____ (“Grantee”), the following described real property (the “Property”), located in the City of _____, County of _____,

State of _____:

See Exhibit “1” attached hereto and incorporated herein by this reference.

TOGETHER WITH all improvements, buildings, structures and fixtures located on the Property (the “**Improvements**”), all easements, if any, benefiting the Property or the Improvements, and all rights and appurtenances thereto belonging or in any way appertaining, including any right, title, interest, and claim and demand whatsoever of Grantor in law or in equity, of, in and to the Property.

Subject to all taxes and other assessments for the current and subsequent years not yet due and payable as of the date hereof, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the property.

With all its appurtenances and warrants the title against all persons lawfully claiming under Grantor, subject to the matters set forth above.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this _____ day of _____, 2024

GRANTOR:

WEINGARTEN/MILLER/FIEST, LLC,

a Delaware limited liability company
By: WRI River Hill Tower, LLC, its Sole Member
By: Weingarten Nostat, LLC, its Managing Member
By: KRCX WRI Holdings, LLC, its sole member

BY: _____

NAME: Jason Lee

TITLE: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) SS:
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(SEAL)

EXHIBIT A

Legal Description
[to be inserted]

Address: [to be inserted]

EXHIBIT 2

FORM OF PERMANENT PUBLIC SIDEWALK EASEMENT

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of _____, 2024, between **WEINGARTEN/MILLER/FIEST, LLC**, a Delaware limited liability company, whose mailing address is 500 North Broadway, Suite 201, Jericho, New York 11753 (hereinafter referred to as the "Grantor") and the **TOWN OF PARKER, COLORADO**, a Colorado municipal corporation, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (hereinafter referred to as the "Town").

1. **Grant of Easement.** In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, for the purpose of maintenance, repair, restoration, removal and replacement of such sidewalk and appurtenances thereto, in, under, through and across the property described in **Exhibit A & Exhibit B** (the "Property"), and identified as "PE-8A" and "PE-8B", respectively, shown on **Exhibit C**, which exhibits are attached hereto and incorporated by these references (hereinafter referred to as the "Sidewalk Easement"). See Public Sidewalk Easement Rider attached hereto and made a part hereof.

2. **Infringement and Correction.** The Town is hereby given and granted possession of the above-described Sidewalk Easement, and except as permitted herein and under the Rider, the Grantor shall not erect or install any no structure, fixture, improvement or other obstruction above or below ground that will materially and substantially interfere with the Town's rights hereunder without the Town's consent, which consent the Town agrees not to unreasonably withhold or delay. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person properly acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time, which shall be no less than thirty (30) days after Grantor's receipt of written notice of such violation from the Town, after which the Town shall have the right, following thirty (30) days written notice to Grantor, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof, provided that Grantor receives paid invoices and other supporting documentation from the Town related to such violation.

3. **Obligations of the Town.**

(A) Subject to the obligation of Grantor pursuant to Chapter 10.01 of the Parker Municipal Code, the Town shall, at its sole cost and expense, maintain the Sidewalk Easement in good condition at all times. All work performed by the Town on the Property of the Grantor shall be done with care to avoid damage to the Property during any maintenance, repair, restoration, removal and/or replacement of the sidewalk and appurtenances thereto.

(B) The Town shall, at the Town's sole cost and expense, promptly restore or repair all damage to the Grantor's land and improvements by the Town, or any person acting by, through or

on behalf of the Town (including, without limitation, trees, shrubs, grass and landscaping within the Sidewalk Easement area). The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to such damage. Notwithstanding anything contained in this Easement Agreement to the contrary, in the event that land and improvements (including, without limitation, trees, shrubs, grass and landscaping) are affected by the Sidewalk Easement, such that the same fail, die or require restoration or replacement during the three (3) years following the date the all work performed by the Town in connection with this Sidewalk Easement is completed, the Town shall, at the Town's sole cost and expense, immediately restore such land and improvements to operating or living condition, or replace such improvements as the case may be. The terms of this Article 3(B) shall survive the earlier termination or expiration of this Easement Agreement.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained.

6. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

7. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office in the State of Colorado.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

Executed and delivered the day and year first above written.

WEINGARTEN/MILLER/FIEST, LLC,
a Delaware limited liability company
By: WRI River Hill Tower, LLC, its Sole Member
By: Weingarten Nostat, LLC, its Managing Member
By: KRCX WRI Holdings, LLC, its sole member

BY: _____

NAME: Jason Lee

TITLE: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) SS:
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(SEAL)

[Town signs next page]

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Town Attorney

PUBLIC SIDEWALK EASEMENT RIDER

This Public Sidewalk Easement Rider ("Rider") is an integral part of the Public Sidewalk Easement Agreement ("Easement Agreement") to which it is attached. In the event of a discrepancy or conflict between the provisions of the attached Easement Agreement and the provisions contained in this Rider, this Rider shall prevail and govern. "Owner" as used herein means the grantor of the easement rights and any future owner of the property. "Grantee" means the grantee of the easement rights and any person exercising such rights.

1. Any construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal by Grantee shall be at no cost to Owner and shall be so performed as to interfere as little as possible with the use and enjoyment of the property by Owner or persons occupying or lawfully on the property. To effectuate this intent, Grantee shall (i) provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor's customers, agents, employees, and invitees, where necessary, to continue free access to stores and parking lots; and (ii) keep the Sidewalk Easement area and Owner's property free of equipment and materials at all times, except when necessary because workmen are actively working in the Sidewalk Easement area.

2. If the surface of the Sidewalk Easement area, Owner's property, or any improvements thereon shall be disturbed by Grantee's construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal, the surface and improvements shall be promptly restored by Grantee to the condition just prior to such disturbance.

3. Any and all improvements, fixtures, and equipment which may be installed in the Sidewalk Easement area pursuant to this Sidewalk Easement shall be installed below the surface of the ground and shall not be visible from the surface unless specifically indicated to the contrary herein. Owner's failure to object to a violation of this provision shall not be deemed a waiver unless such waiver is obtained in a writing signed by Owner.

4. Subject to the obligations of Owner pursuant to Chapter 10.01 of the Parker Municipal Code, there shall be no liability on Owner, its successors and assigns, or persons occupying or present on the property for damage, if any, which may be caused by normal use of, or vehicular or pedestrian traffic over, the Sidewalk Easement area. Normal use shall include the right to park vehicles on the Sidewalk Easement area and install, operate, and maintain parking lot improvements such as pavement, bumper curbs, light standards, and striping.

5. Grantee will not permit any mechanics', materialmen's or other liens to stand against Owner's property for work or materials furnished in connection with the easement rights, and Grantee agrees to defend, indemnify and hold Owner harmless from the same (including attorneys' fees).

6. Grantee agrees to maintain, or cause its Contractor to maintain, adequate insurance covering its obligations as stated herein with respect to injury to person or property and loss of life and furnish Owner with certificates of such insurance on request.

7. Owner and its successors or assigns shall have the right to use the land within the limits of the Sidewalk Easement area in any manner which does not interfere with the rights of Grantee,

including without limitation, the right to pave the land and use the same as a parking lot or roadway and the right to install, maintain, replace, repair, remove, and operate utility lines, such as sanitary sewers, storm sewers, and gas lines, provided, however, no building structure shall be erected or permitted on the easement without Grantee's consent which consent Grantee agrees not to unreasonably withhold or delay.

8. This easement is subject to all covenants, conditions, agreements and other matters of record.

9. Grantee, by its acceptance of the delivery of this Grant of Easement, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

END OF RIDER

EXHIBIT A

PARCEL NUMBER: PE-8A
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-8A, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 03°53'19" EAST, A DISTANCE OF 985.53 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6 AND THE EASTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, NORTH 00°23'53" WEST, A DISTANCE OF 5.44 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 37°00'05" EAST, A DISTANCE OF 38.68 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 76°22'45" WEST, A DISTANCE OF 19.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 64°45'04" EAST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC LENGTH OF 21.69 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.006 ACRES, (263 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:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

EXHIBIT B

PARCEL NUMBER: PE-8B
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-8B, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 07°10'57" EAST, A DISTANCE OF 1,026.02 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

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

1. SOUTH 76°22'45" EAST, A DISTANCE OF 5.96 FEET;
2. NORTH 79°28'44" EAST, A DISTANCE OF 101.68 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 1.94 FEET;

THENCE SOUTH 79°44'47" WEST, A DISTANCE OF 107.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.005 ACRES, (228 SQUARE FEET), MORE OR LESS.



DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT C

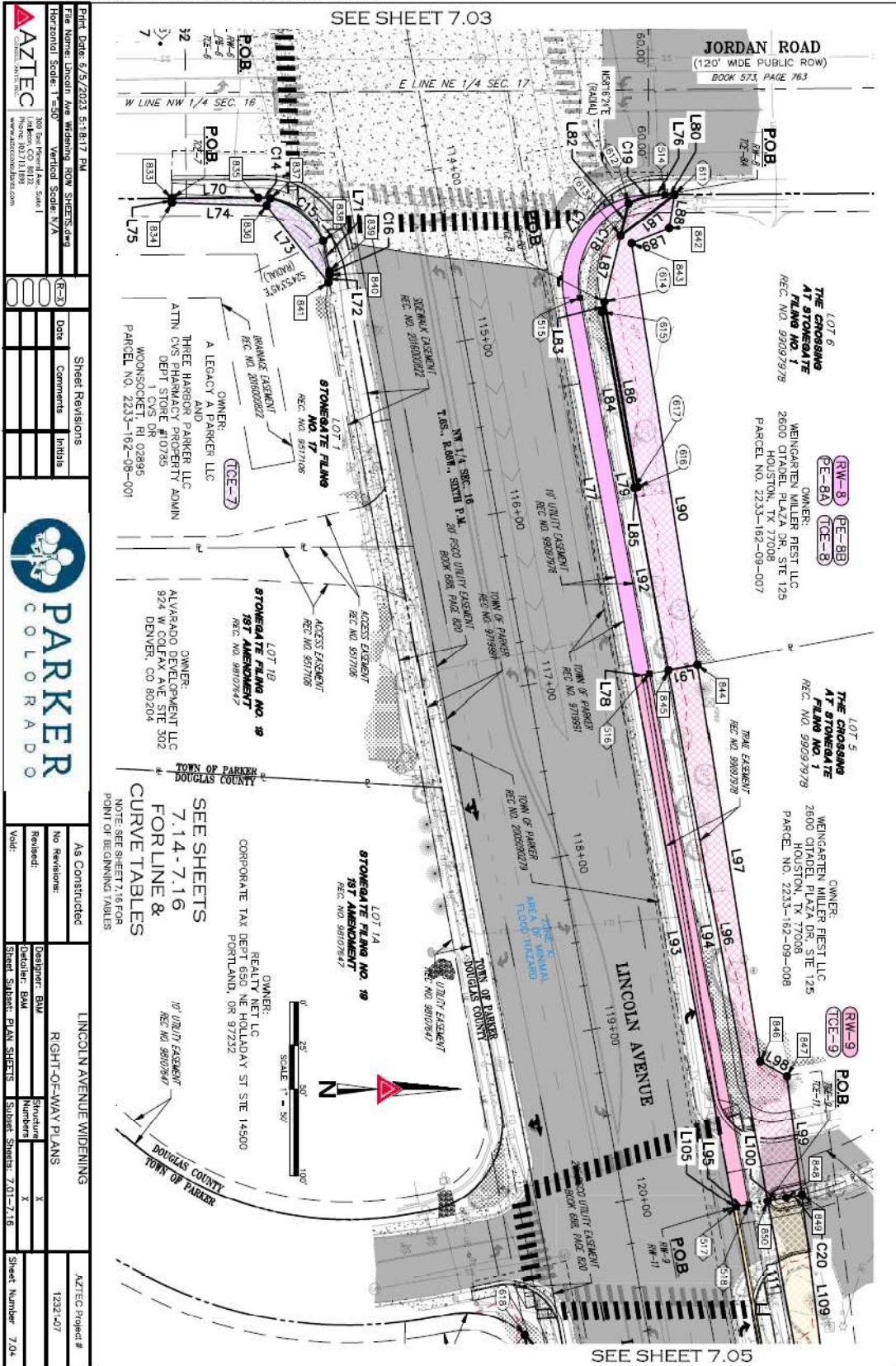
FLING CERTIFICATION: _____
 DEPOSITED THIS _____ DAY OF _____, 2020, AT _____, CO.,
 IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY
 SURVEYS AT PAGE(S) _____ RECEPTION NUMBER _____
 SIGNED _____ DEPT. _____

04/12/21-07 - Lincoln Ave. Widening, 6/9/2021 5:18:38 PM, Draft C, Draft

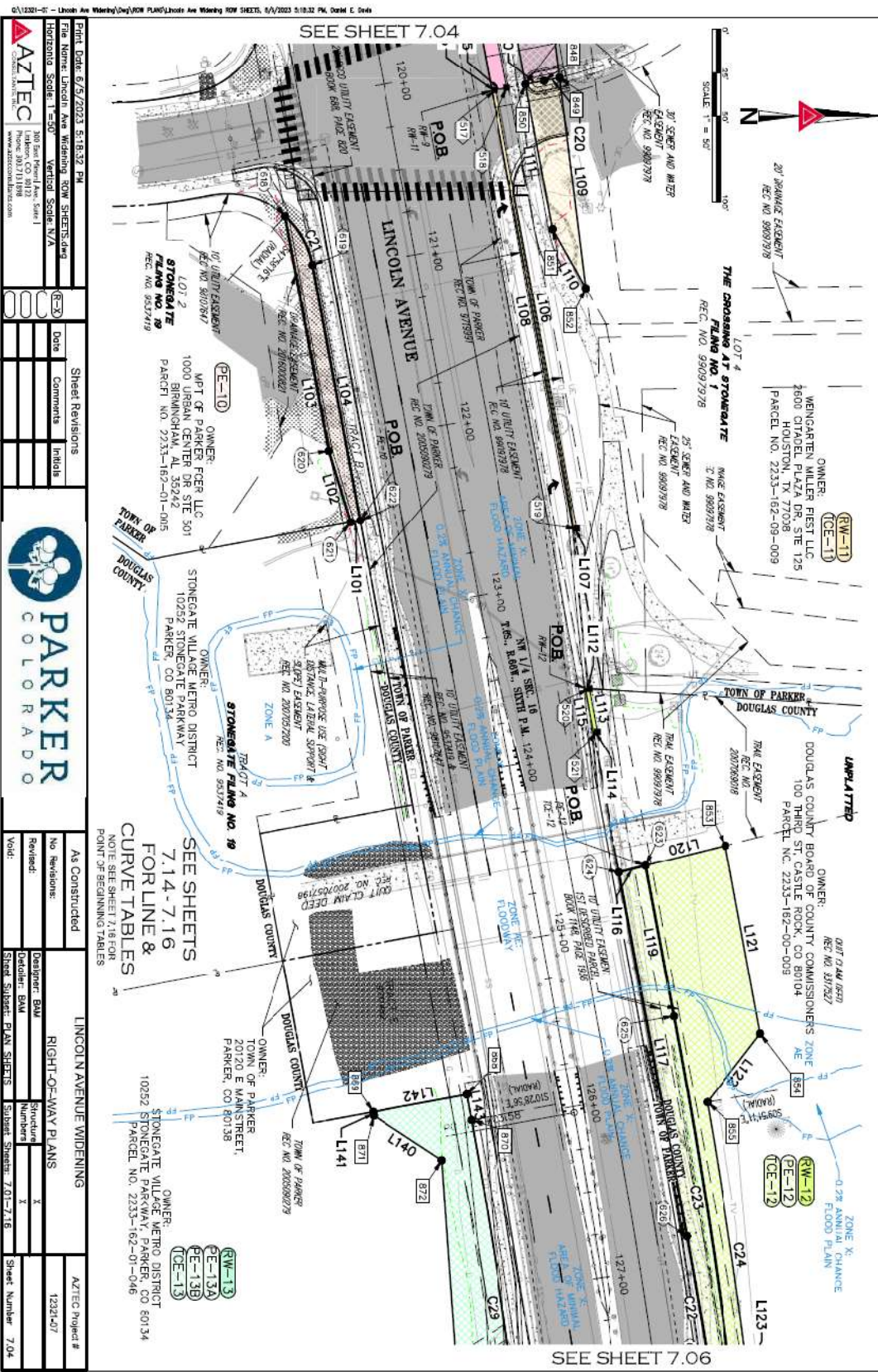
Project Data: 6/9/2021 5:18:38 PM Client: AZTEC Project Name: LINCOLN AVENUE WIDENING Location: 6/9/2021 5:18:38 PM Scale: 1" = 2000' Sheet Number: 1.01		Revision: <table border="1"> <tr> <th>Rev</th> <th>Date</th> <th>Comments</th> </tr> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> </tr> </table>		Rev	Date	Comments	1			2			3			4			5			6			7			8			9			10		
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R.O.W. TABULATION OF PROPERTIES IN DOUGLAS COUNTY LINCOLN AVENUE										
PARCEL NO.	OWNERSHIP AND MAILING ADDRESS	SITE ADDRESS	LOCATION PARCEL ID NO.	AREA IN ACRES (SQUARE FEET)			BOOK AND PAGE NO. FOR RECEPTION NO.	TITLE, TRPST NO. (EFFECTIVE DATE)	REMARKS	
				AREA OF PARCEL	EXISTING ROW	NET AREA				REMAINDER LEFT
TCE-7	A TEECAY A PARKER, LLC THREE HARBOR DR WONOSOCKET, RI 02895	16920 LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-08-001	0.018 AC (777 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-8	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-007	0.058 AC (2,511 SF)		1.334 AC (58,109 SF)	1,276 AC (55,598 SF)		N0042204-010-T04-E5 (3/19/2023)	RIGHT-OF-WAY ACQUISITION
PE-8A	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-007	0.006 AC (263 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, ROADWAY AND ASSOCIATED APPURTENANCES
PE-8B	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-007	0.005 AC (228 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
TCE-6	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-007	0.111 AC (4,819 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-9	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-008	0.064 AC (2,777 SF)		1.443 AC (62,857 SF)	1,379 AC (60,080 SF)		N0042204-010-T04-E5 (3/19/2023)	RIGHT-OF-WAY ACQUISITION
TCE-9	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-008	0.111 AC (4,826 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
PE-10	MPT OF PARKER FCEC LLC 1000 URBAN CENTER DR STE 501 BIRMINGHAM, AL 35242	16990 VILLAGE CENTER DR PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-005	0.039 AC (1,663 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
RW-11	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-009	0.012 AC (515 SF)		3.092 AC (134,688 SF)	3.080 AC (134,173 SF)		N0042204-010-T04-E5 (3/19/2023)	RIGHT-OF-WAY ACQUISITION
TCE-11	WEINGARTEN MILLER FLEET LLC 2800 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-09-009	0.040 AC (1,741 SF)					N0042204-010-T04-E5 (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	0.001 AC (39 SF)		6.416 AC (279,491 SF)	6.415 AC (279,422 SF)		N0042204-010-T04-E5 (3/14/2023)	RIGHT-OF-WAY ACQUISITION
PE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	0.101 AC (4,397 SF)					N0042204-010-T04-E5 (3/14/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
TCE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-009	0.176 AC (7,885 SF)					N0042204-010-T04-E5 (3/14/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-13	STONEGATE VILLAGE METRO DISTRICT PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-046	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-046	0.021 AC (915 SF)		3.517 AC (153,201 SF)	3.498 AC (152,866 SF)		N0042204-010-T04-E5 (3/13/2023)	RIGHT-OF-WAY ACQUISITION
PE-13A	STONEGATE VILLAGE METRO DISTRICT PARKER, CO 80134	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-046	SECTION 16, T65, 666W OF THE 6TH P.M. 2233-162-01-046	0.040 AC (1,740 SF)					N0042204-010-T04-E5 (3/13/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES

Print Date 5/5/2023 5:16:48 PM		File Name: Lincoln Ave Widening ROW SHEETS.dwg		Sheet Revisions		LINCOLN AVENUE WIDENING		AZTEC Project #	
Title: Lincoln Ave Widening ROW SHEETS.dwg		Version: 1/1		Date: 5/5/2023		No. Revisions:		1323-1407	
User: J. L. Parker		User: J. L. Parker		User: J. L. Parker		User: J. L. Parker		User: J. L. Parker	
Phone: 303.711.1888		Phone: 303.711.1888		Phone: 303.711.1888		Phone: 303.711.1888		Phone: 303.711.1888	
www.aztecinc.com		www.aztecinc.com		www.aztecinc.com		www.aztecinc.com		www.aztecinc.com	
1001 East 60th Street Suite 1 Denver, CO 80221		1001 East 60th Street Suite 1 Denver, CO 80221		1001 East 60th Street Suite 1 Denver, CO 80221		1001 East 60th Street Suite 1 Denver, CO 80221		1001 East 60th Street Suite 1 Denver, CO 80221	
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EXHIBIT 3

FORM OF TEMPORARY CONSTRUCTION LICENSE

TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS: That **WEINGARTEN/MILLER/FIEST, LLC**, a Delaware limited liability company, whose mailing address is 500 North Broadway, Suite 201, Jericho, New York 11753 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER**, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("**Grantee**"), this non-exclusive, non-transferrable Temporary Construction License for use during the construction of public roadway and sidewalk improvements ("**Grantee's Work**") in and to, over, under and across a portion of the tract of land described as follows:

More particularly described on **EXHIBIT A** and identified as "TCE-8", "TCE-9" and "TCE-11" shown on **EXHIBIT B**, which exhibits are attached hereto and by these references made a part hereof (the "**Subject Property**") within certain real property located in the City of Parker, County of Douglas, State of Colorado, commonly known as the "Crossing at Stonegate" (the "**Shopping Center Tract**"), and hereinafter referred to as the "Temporary License."

See Temporary Construction License Rider (the "**Rider**") attached hereto and made a part hereof.

1. Said Temporary License shall expire and be of no further force or effect upon the earlier of: (i) the completion of construction of Grantee's Work, (ii) May 31, 2027, or (iii) twenty-four (24) months after the date Grantee provides written notice of the commencement of Grantee's Work, which notice shall be provided within six (6) months of the mutual execution of this Temporary Construction License.

2. During the term of this Temporary License, except as permitted herein and under the Rider, Grantor shall not erect or construct any building or other structure which may interfere with Grantee's rights hereunder without Grantee's consent, which consent Grantee agrees not to unreasonably withhold, condition, or delay.

3. (A) Grantee shall perform Grantee's Work under the terms of this Temporary Construction License and the Rider so as to cause the least amount of disruption to the use, occupancy or operation of the Shopping Center Tract or any portion thereof by Grantor or any tenant or occupant of the Shopping Center Tract. Grantee shall, as soon as possible and at Grantee's sole cost and expense, restore, to the maximum extent practicable, the Subject Property to substantially the same condition as existed before Grantee commenced Grantee's Work. Grantee shall complete such restoration on or before the earlier termination of this Temporary License or

expiration of the term of this Temporary License. Furthermore, Grantee shall promptly remove any debris resulting from Grantee's Work, all at Grantee's sole cost and expense and in accordance with applicable laws, rules and regulations.

(B) In the event that land and improvements (including, without limitation, trees, shrubs, grass and landscaping) within the Subject Property fail, die or require restoration or replacement, the Grantee shall, at its sole cost and expense, immediately restore such land and improvements to operating or living condition, or replace such improvements, as the case may be.

(C) In the event Grantee fails to comply with terms of this Temporary Construction License and/or the Rider, or fails to restore the Subject Property, Grantor shall provide Grantee with written notice of the same (except in the event of an emergency where the giving of notice and an opportunity to cure is not practical), and Grantor shall give Grantee five (5) days from the date of such notice to perform such work or restoration required hereunder, failing which Grantor may cure such failure, and Grantee shall reimburse Grantor for the cost and expense thereof. The terms of this Article 3(C) shall survive the earlier termination or expiration of this Temporary Construction License.

(D) During the term of this Temporary License, Grantee shall undertake the construction of drive aisles concurrently with the rebuilding of Lincoln Avenue ("**Drive Aisle Construction**") and shall maintain vehicular access to the Shopping Center Tract on Lincoln Avenue. Additionally, Grantee shall ensure that: (a) in no event shall more than one (1) drive aisle on Lincoln Avenue be closed at a given time, and (b) each drive isle is closed only during the Drive Aisle Construction, which closure shall not exceed six (6) weeks from the start of construction on said drive isle ("**Drive Aisle Closure**"). In the event Grantee anticipates a need for an extension of the Drive Aisle Closure, prior to the expiration of such 6-week period, Grantee shall provide prior written notice to Grantor requesting an extension and obtain Grantor's prior written consent of the same. Within five (5) days after Grantee's selection of its contractor for the work done by Grantee in connection with this Temporary Construction License, Grantee shall meet with Grantor's representative(s) regarding the Drive Aisle Construction.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

7. Grantee covenants that it shall not record this Temporary Construction License or a memorandum thereof.

[Remainder of page intentionally left blank.]

WITNESS our hand(s) and seal(s) this _____ day of _____, 2024.

WEINGARTEN/MILLER/FIEST, LLC,
a Delaware limited liability company
By: WRI River Hill Tower, LLC, its Sole Member
By: Weingarten Nostat, LLC, its Managing Member
By: KRCX WRI Holdings, LLC, its sole member

BY: _____

NAME: Jason Lee

TITLE: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) SS:
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(SEAL)

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Manager

Date: _____

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Town Attorney

TEMPORARY CONSTRUCTION LICENSE RIDER

This Temporary Construction License Rider ("Rider") is an integral part of the Temporary Construction License to which it is attached. In the event of a discrepancy or conflict between the provisions of the attached Temporary Construction License and the provisions contained in this Rider, this Rider shall prevail and govern. "Owner" as used herein means the grantor of the license rights and any future owner of the property. "Grantee" means the grantee of the license rights and any person exercising such rights.

1. Any construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal by Grantee shall be at no cost to Owner and shall be so performed as to interfere as little as possible with the use and enjoyment of the property by Owner or persons occupying or lawfully on the property. To effectuate this intent, Grantee shall (i) provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor's customers, agents, employees, and invitees, where necessary, to continue free access to stores and parking lots; and (ii) keep the Temporary License area and Owner's property free of equipment and materials at all times, except when necessary because workmen are actively working in the Temporary License area.

2. If the surface of the Temporary License area, Owner's property, or any improvements thereon shall be disturbed by Grantee's construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal, the surface and improvements shall be promptly restored by Grantee to the condition just prior to such disturbance.

3. Any and all improvements, fixtures, and equipment which may be installed in the Temporary License area pursuant to this Temporary License shall be installed below the surface of the ground and shall not be visible from the surface unless specifically indicated to the contrary herein. Owner's failure to object to a violation of this provision shall not be deemed a waiver unless such waiver is obtained in a writing signed by Owner.

4. Subject to the obligation of Owner pursuant to Chapter 10.01 of the Parker Municipal Code, there shall be no liability on Owner, its successors and assigns, or persons occupying or present on the property for damage, if any, which may be caused by normal use of, or vehicular or pedestrian traffic over, the Temporary License area. Normal use shall include the right to park vehicles on the Temporary License area and install, operate, and maintain parking lot improvements such as pavement, bumper curbs, light standards, and striping.

5. Grantee will not permit any mechanics', materialmen's or other liens to stand against Owner's property for work or materials furnished in connection with the rights granted herein.

6. Grantee agrees to maintain, or cause its Contractor to maintain, adequate insurance covering its obligations as stated herein with respect to injury to person or property and loss of life and furnish Owner with certificates of such insurance on request. More specifically, Grantee shall provide Grantor with proof of insurance from the Contractor naming Grantor (or any successor in interest of Grantor to the Subject Property) as an additional insured on such Contractor's policy of insurance for any and all construction activities within the Temporary License Area. Said insurance policy shall include insurance coverage of not less than \$1 million per occurrence, and \$2 million aggregate.

7. Notwithstanding anything to the contrary stated in the Temporary Construction License, Owner and its successors or assigns shall have the right to use the land within the limits of the Temporary License area in any manner which does not interfere with the rights of Grantee, including without limitation, the right to pave the land and use the same as a parking lot or roadway and the right to install, maintain, replace, repair, remove, and operate utility lines, such as sanitary sewers, storm sewers, and gas lines, provided, however, no building structure shall be erected or permitted on the license area without Grantee's consent which consent Grantee agrees not to unreasonably withhold or delay.

8. This Temporary License shall continue so long as Grantee, its successors or assigns, shall use the same for the purpose specified, but upon the discontinuance of said use, this Temporary License shall expire without notice being required and shall be of no further force or effect. Grantee agrees that upon such expiration, Grantee will execute a release or other appropriate instrument evidencing the termination of the rights granted under this Temporary License.

9. This license is subject to all covenants, conditions, agreements and other matters of record.

10. Grantee, by its acceptance of the delivery of this Grant of Temporary License, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

END OF RIDER

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EXHIBIT A

**PARCEL NUMBER: TCE-8
May 8, 2023
DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-8, 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 6, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 07°10'57" EAST, A DISTANCE OF 1,026.02 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 76°22'45" WEST, A DISTANCE OF 39.31 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 37°00'05" WEST, A DISTANCE OF 38.68 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6 AND THE EASTERLY RIGHT-OF-WAY OF JORDAN ROAD RECORDED IN BOOK 573 AT PAGE 763 IN SAID RECORDS;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 80°51'00" EAST, A DISTANCE OF 19.22 FEET;

THENCE SOUTH 21°37'02" EAST, A DISTANCE OF 23.21 FEET;

THENCE NORTH 81°06'22" EAST, A DISTANCE OF 244.24 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 6;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 10°31'16" EAST, A DISTANCE OF 16.96 FEET TO THE NORTHERLY BOUNDARY OF SAID TRAIL EASEMENT;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 79°28'44" WEST, A DISTANCE OF 106.46 FEET;
2. NORTH 10°31'16" WEST, A DISTANCE OF 1.94 FEET;
3. SOUTH 79°44'47" WEST, A DISTANCE OF 107.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.111 ACRES, (4,819 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:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

PARCEL NUMBER: TCE-9

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-9, 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 5, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 WHEN 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 34°45'51" EAST, A DISTANCE OF 1,126.02 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5 AND THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°28'44" WEST, A DISTANCE OF 308.52 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 5;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 10°31'16" WEST, A DISTANCE OF 16.96 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 81°06'22" EAST, A DISTANCE OF 229.11 FEET;

THENCE NORTH 28°33'43" EAST, A DISTANCE OF 17.37 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN 20' DRAINAGE EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 82°54'33" EAST, A DISTANCE OF 68.47 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°53'29" WEST;

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

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'15", AN ARC LENGTH OF 9.03 FEET;
2. SOUTH 10°31'16" EAST, A DISTANCE OF 10.81 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.111 ACRES, (4,826 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



PARCEL NUMBER: TCE-11
May 8, 2023
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-11, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4, THE CROSSING AT STONEGATE FILING NO. 1, RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097978, 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 34°45'51" EAST, A DISTANCE OF 1,126.02 FEET TO THE INTERSECTION OF THE WESTERLY BOUNDARY OF SAID LOT 4 AND THE NORTHERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 10°31'16" WEST, A DISTANCE OF 10.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'15", AN ARC LENGTH OF 9.03 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN 20' DRAINAGE EASEMENT RECORDED AT RECEPTION NO. 99097978 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NON-TANGENT TO SAID CURVE, NORTH 82°54'33" EAST, A DISTANCE OF 122.40 FEET TO THE NORTHERLY BOUNDARY OF SAID TRAIL EASEMENT;

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

1. SOUTH 60°46'15" WEST, A DISTANCE OF 39.01 FEET;
2. SOUTH 79°28'44" WEST, A DISTANCE OF 85.02 FEET TO THE **POINT OF BEGINNING**.

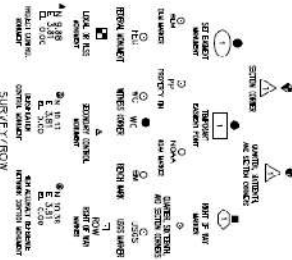
THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.040 ACRES, (1,741 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1

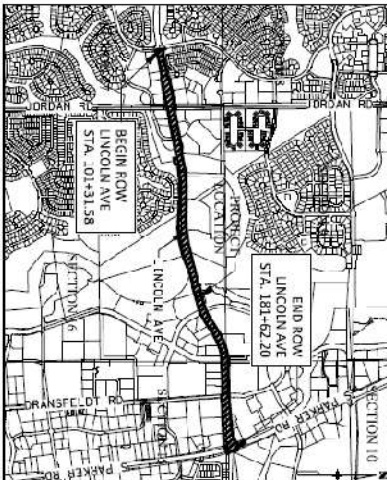


Q:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

FILING CERTIFICATION:
DEPOSITED THIS _____ DAY OF _____, 2020, AT _____, IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE(S) _____ RECEPTION NUMBER _____
SIGNED _____ DEPT. _____

UNINCORPORATED DOUGLAS COUNTY
TOWN OF PARKER

STATE OF COLORADO
RIGHT OF WAY PLANS
LINCOLN AVENUE WIDENING
KEYSTONE BLVD TO PARKER ROAD
Being a part of Sections 10, 15, 16 and 17 Township
6 South Range 66 West, Sixth Principal Meridian,
County of Douglas, State of Colorado



PROJECT LOCATION MAP

0' 1,000'

SCALE = 1" = 200.0'

NOTE: For a complete listing of symbols used within this set of pages, please refer to the A-R02 - Standard Symbols of the Colorado Department of Transportation AAS Standard Publication titled July 2019 with revision February 2021.

at Transportation WAS Students Conference April-July 2009 with residence February 2001

2011E: According to Ciboachi, he *just cannot* say *how* much *any* *about* it. He *strongly* *affirms* *that* *you* *will* *decrease* *with* *them*. It *is* *more* *any* *of* *the* *survey* *be* *corrected* *more* *than* *we* *get* *from* *the* *type* *of* *offering* *even* *here*.

NOTE: For C.R.S. 38-30-06, "All fees are dependent on the line survey plot are U.S. Survey Fee. One Meter equals 33.707 ft U.S. Survey Feet, exactly according to The National Institute of Standards and Technology."

Print Date: 6/5/2023 5:16:38 AM
File Name: Lincoln Ave Widening ROW Sheet.dwg
Horizontal Scale: N/A Vertical Scale: N/A
300 East Mineral Ave., Suite 1
Lincoln, CO 80121
Phone 303.713.8399
www.aztecconcrete.com

Sheet Revisions		
Date	Comments	Initials



As Constructed
No Revisions
Revised:
Void:

TITLE SHEET		1222.407
Designer: RAU	Project: X	ASPECT Project #
Drafter: BWM	Number:	
Start Sheet: TIME	Sheet: Sheets: 1.01-1.01	
	Sheet Number: 1.01	

INDEX OF SHEETS

- bars or bearings bearings used in the calculations of coordinates are based on a grid bearing of $N 63^{\circ} 14' 39.2''$ E and a distance of 332.729 feet from the northeast corner of Section 16, Township 6 South, Range 66 West, of the 5th Principal Meridian, and the northeast corner of Section 16, Township 6 South, Range 66 West, of the 5th Principal Meridian, between the found monuments as shown herein. This survey data was obtained utilizing the Trimble GPS NCVX RX network with a height square adjustment. All derived coordinate values were double checked/aid measured throughout the project.

2. For the information of ACFC Creditors, we filed on the conference call prepared by Fidelity National The Company, See 2012-04 for conversion numbers and stock split ratios.
3. Payment by this survey was performed by an ACFC Creditors, Inc. paid crew during October 11 2023 and again in 2024.
4. This plan was to allow to change and may not be the most current set. It is the user's responsibility to verify with the County of Angeles that the set is the most current. The information contained in this attached document is not valid unless the copy bears an original signature of the person(s) listed above.
5. The portion of the survey instruments along the right of way lines was determined to be within an acceptable tolerance of a COOT Type B survey, +/-0.10' at 95% confidence by holding the section lines fixed, unless otherwise noted herein.
6. If the best fit of the corner data, the stationing right of way lines were reestablished as closely to the originally intended configuration of the right of way lines as possible. Therefore, in order to avoid creating angle points due the right of way lines that were not originally provided, not all of the found monuments that fall within the above described tolerances were constrained to the exact corner stationing.
7. This firm MAP NUMBER 188-00048, dated December 2, 2021 and 188-01177 Map Number 0805550007 dated March 16, 2016 were used to determine that the project area is within "Zone A", "Zone B" and "Zone AC" distribution.
8. The Survey Statement above, unless does not extend to any unnamed parcels or tied entities

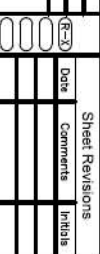
SURVEY OF STATEMENT (FROM P. 2A)

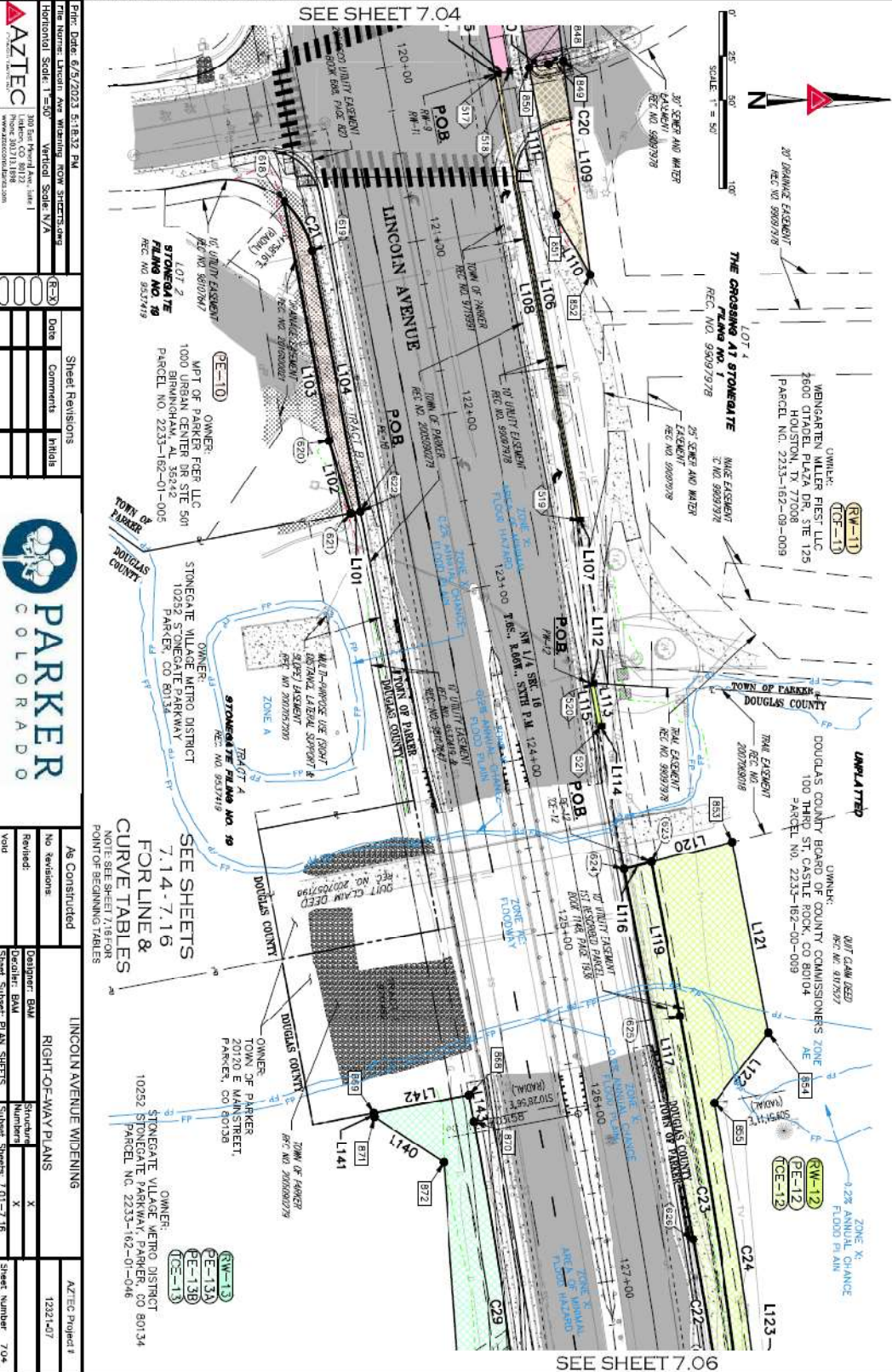
I, Loisel E. Davis, a professional land surveyor licensed in the State of Colorado, do hereby state to the County of Adams that, based upon my knowledge, information and belief, the research, calculations and evaluation of the survey evidence were performed and this NAD-83/NA-82 was prepared under my responsible charge in accordance with applicable standards of practice defined by Colorado Department of Transportation publications.

This statement is true to the best of my knowledge, information and belief.



R.O.W. TABULATION OF PROPERTIES IN DOUGLAS COUNTY LINCOLN AVENUE									
PARCEL NO.	OWNERSHIP AND MAILING ADDRESS	SITE ADDRESS	LOCATION AND ASSASSORS PARCEL ID NO.	AREA IN ACRES (SQUARE FEET)			BOOK AND PAGE NO. OR RECEPTION NO.	TITLE, TRPST NO. (EFFECTIVE DATE)	REMARKS
				AREA OF PARCEL	EXISTING ROW	NET AREA			
TOE-7	A LEGACY 4 PARKER LLC THREE HARBOR PARKER LLC WOONSOCKET, RI 02895	16920 LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-08-001	0.019 AC (777 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-8	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-007	0.058 AC (2,511 SF)	1.334 AC (58,109 SF)	1.276 AC (55,598 SF)		N004220-00-TOE-ES (3/19/2023)	RIGHT-OF-WAY ACQUISITION
PE-8A	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-007	0.006 AC (263 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, ROADWAY AND ASSOCIATED APPURTENANCES
PE-8B	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-007	0.005 AC (228 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
TOE-8	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-008	0.111 AC (4,819 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-9	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-008	0.064 AC (2,777 SF)	1.443 AC (62,857 SF)	1.379 AC (60,080 SF)		N004220-00-TOE-ES (3/19/2023)	RIGHT-OF-WAY ACQUISITION
TOE-9	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	16991 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-008	0.111 AC (4,826 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
PE-10	MPT OF PARKER FCER, LLC 1000 URBAN CENTER DR STE 501 BIRMINGHAM, AL 35242	16990 VILLAGE CENTER DR PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-01-003	0.038 AC (1,663 SF)	3.092 AC (134,688 SF)	3.080 AC (134,173 SF)		N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
RW-11	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-009	0.012 AC (515 SF)				N004220-00-TOE-ES (3/19/2023)	RIGHT-OF-WAY ACQUISITION
TOE-11	MEINGARTEN MILLER PEST LLC 2600 CITADEL PLAZA DR HOUSTON, TX 77008	17051 E LINCOLN AVE PARKER, CO 80134	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-09-009	0.040 AC (1,741 SF)				N004220-00-TOE-ES (3/19/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-00-009	0.001 AC (59 SF)	6.416 AC (279,481 SF)	6.415 AC (279,422 SF)		N004220-00-TOE-ES (3/14/2023)	RIGHT-OF-WAY ACQUISITION
PE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-00-009	0.101 AC (4,397 SF)				N004220-00-TOE-ES (3/14/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES
TOE-12	DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS 100 THIRD ST CASTLE ROCK, CO 80104	NO PARCEL ADDRESS	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-00-009	0.176 AC (7,685 SF)				N004220-00-TOE-ES (3/14/2023)	FOR ACCESS, CONSTRUCTION, AND GRADING
RW-13	STONEGATE VILLAGE METRO DISTRICT 10252 STONEGATE PARKWAY PARKER, CO 80134	NO PARCEL ADDRESS	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-01-046	0.021 AC (915 SF)	3.517 AC (153,201 SF)	3.496 AC (152,286 SF)		N004199-00-TOE-ES (3/13/2023)	RIGHT-OF-WAY ACQUISITION
PE-13A	STONEGATE VILLAGE METRO DISTRICT 10252 STONEGATE PARKWAY PARKER, CO 80134	NO PARCEL ADDRESS	SECTION 16, T6S, R6W OF THE 6TH P.M. 2233-162-01-046	0.040 AC (1,740 SF)				N004199-00-TOE-ES (3/13/2023)	FOR ACCESS, CONSTRUCTION, MAINTENANCE AND USE OF ROADWAY AND ASSOCIATED APPURTENANCES







Request for Town Council Action

Date: November 4, 2024

Submitted By: Christine Brookshire, Finance Manager
Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.630 - First Reading**
A Bill for an Ordinance to Adopt the 2025 Budget and to Make
Appropriations for the Same
Department: Finance, Chris Fiandaca
Second Reading: November 18, 2024

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2025 Budget. This is the first of two public hearings.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2025 Town of Parker budget began in mid-July and was followed by a Council budget retreat on October 4, 2024, and a Council study session on October 28, 2024. The 2025 preliminary budget was posted on the Town's website on October 15, 2024. Tonight is the first public hearing for the 2025 Budget, and the second public hearing is scheduled for November 18, 2024.

The 2025 Budget was prepared with the following guidelines:

- Meet the General Fund required fund balance percentage
- Maintain healthy fund balances in special revenue funds, the enterprise fund, and internal service funds
- Sustain current level of service to the community
- Maintain repair and maintenance programs at the current activity levels
- Fund civilian performance pay and increase PD officer step plans

The sales tax collections during 2024 have experienced a small amount of growth, with a projection of a 3.7% increase for the year compared to 2023 collections. Because of the slowing of growth, the 2025 budget reflects a 3.5% increase in sales tax revenue compared to 2024 projected collections.

The General Fund expenditure budget will be reduced compared to the 2024 budget, due to reduced transfers out and a reduced number of capital projects.

FINANCIAL IMPACT

See attached budget ordinance.

STRATEGIC GOAL(S)

**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.630

RECOMMENDED MOTION

I move to approve Ordinance No 1.630 on first reading and to schedule second reading for November 18, 2024.

ORDINANCE NO. 1.630, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2025 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2025 was presented by the Town Manager on October 4, 2024, October 28, 2024, and November 12, 2024; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 4, 2024, and November 18, 2024, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2025 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

Exhibit A
Town of Parker
2025 Budget

General Fund

Beginning Fund Balance	\$	36,701,114
Revenues		85,452,544
Expenditures		78,834,260
Ending Fund Balance	\$	43,319,398

Conservation Trust Fund

Beginning Fund Balance	\$	418,473
Revenues		758,590
Expenditures		750,000
Ending Fund Balance	\$	427,063

Parks and Recreation Fund

Beginning Fund Balance	\$	33,393,452
Revenues		15,733,409
Expenditures		44,937,569
Ending Fund Balance	\$	4,189,292

Cultural Fund

Beginning Fund Balance	\$	2,466,521
Revenues		7,170,800
Expenditures		8,330,775
Ending Fund Balance	\$	1,306,546

Recreation Fund

Beginning Fund Balance	\$	3,281,813
Revenues		11,615,786
Expenditures		12,569,208
Ending Fund Balance	\$	2,328,391

Public Improvements Fund

Beginning Fund Balance	\$	5,941,501
Revenues		31,999,152
Expenditures		29,236,000
Ending Fund Balance	\$	8,704,653

Excise Tax Fund

Beginning Fund Balance	\$ 11,326,740
Revenues	6,590,000
Expenditures	6,626,400
Ending Fund Balance	<u>\$ 11,290,340</u>

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 23,399,217
Revenues	1,125,000
Expenditures	225,000
Ending Fund Balance	<u>\$ 24,299,217</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,615
Revenues	-
Expenditures	-
Ending Fund Balance	<u>\$ 7,615</u>

Police Facility Impact Fees Fund

Beginning Fund Balance	\$ 11,539
Revenues	-
Expenditures	-
Ending Fund Balance	<u>\$ 11,539</u>

Hess Ranch Fund

Beginning Fund Balance	\$ 406,642
Revenues	130,100
Expenditures	-
Ending Fund Balance	<u>\$ 536,742</u>

Cherry Creek South Metro District

Beginning Fund Balance	\$ 227
Revenues	-
Expenditures	-
Ending Fund Balance	<u>\$ 227</u>

Recreation Debt Service Fund

Beginning Fund Balance	\$ -
Revenues	1,103,718
Expenditures	1,103,718
Ending Fund Balance	<u>\$ -</u>

Stormwater Utility Fund

Beginning Fund Balance	\$ 3,298,337
Revenues	15,402,682
Expenditures	12,455,401
Ending Fund Balance	<u>\$ 6,245,618</u>

Fleet Services Fund

Beginning Fund Balance	\$ 4,919,828
Revenues	3,441,793
Expenditures	2,911,371
Ending Fund Balance	<u>\$ 5,450,250</u>

Technology Management Fund

Beginning Fund Balance	\$ 1,646,833
Revenues	6,918,863
Expenditures	6,869,635
Ending Fund Balance	<u>\$ 1,696,061</u>

Facility Services Fund

Beginning Fund Balance	\$ 688,195
Revenues	2,063,417
Expenditures	1,589,561
Ending Fund Balance	<u>\$ 1,162,051</u>

Medical Benefits Fund

Beginning Fund Balance	\$ 2,975,705
Revenues	4,960,380
Expenditures	5,103,410
Ending Fund Balance	<u>\$ 2,832,675</u>



Request for Town Council Action

Date: November 4, 2024

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.633 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Compass Bank now known as PNC Bank Concerning the Parker Road Sidewalk Improvements (Sulphur Gulch)

Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This item is to approve an ordinance 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). This agreement is needed for planned sidewalk/trail improvements to the east side of Parker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the Parker Road Sidewalk East Side Multi-Use Trail Connection Project that commenced earlier this year, a sidewalk/trail will be constructed along the east side of Parker Road between Sulphur Gulch and to the south of the Parker Square Drive intersection. 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 fill an existing sidewalk gap in the middle of the project limits.

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 Compass Bank, an Alabama banking corporation, now known as PNC Bank, National Association owns the subject property. It consists of one (1) parcel and is located on the SE corner of Parker Road and Clubhouse Drive (see vicinity map). The acquisition includes 3,724 square feet (SF) of permanent sidewalk easement and 3,171 SF of temporary construction easement needed to accommodate the proposed sidewalk.

FINANCIAL IMPACT

The purchase price for this acquisition is \$72,240. Funding for this acquisition 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. Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch) Vicinity Map
2. Compass Bank Trail Easements Vicinity Map
3. Ordinance No. 1.633

RECOMMENDED MOTION

I move to approve Ordinance No. 1.633 on second reading.

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



Compass Bank Trail Easements Vicinity Map



ORDINANCE NO. 1.633, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND COMPASS BANK NOW KNOWN AS PNC BANK CONCERNING THE PARKER ROAD SIDEWALK IMPROVEMENTS (SULPHUR GULCH)

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 Compass Bank, now known as PNC Bank, concerning the Parker Road Sidewalk Improvements (Sulphur Gulch), 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-8, TE-8
	Project No: C M039-008	
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)	
	County: Douglas	State Highway No: 86

This Agreement made on _____ (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) **Compass Bank, an Alabama banking corporation, now known as PNC Bank, National Association** (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)	3,724 Sq.ft ☒ / acres ☐	\$48,412
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	3,171 Sq.ft ☒ / acres ☐	\$8,245
Improvements : 3,664 sqft – 4" landscape rocks 60 sqft – low lying Juniper 3 ea – small trees 12 ea – small shrubs		\$15,576
Damages : none		\$0
	Gross Total	\$72,233
	Less Credit	\$0
	(rounded) Net Total	\$72,240.00

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 \$72,240

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-8
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-8) of Project No. C M039-008 over and across that parcel of land described as Lot 5, 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 23°58'16" East, a distance of 1080.63 feet to a point on the westerly line of Lot 5, 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 07°16'35" West, along said westerly line and said existing easterly right of way line (January 2023), a distance of 179.58 feet

THENCE along the northerly line of said Lot 5 and the existing southerly right of way line of Clubhouse Drive (January 2023), along a curve to the right, an arc length of 40.45 feet, said curve having a radius of 50.00 feet, a delta angle of 46°20'53", a chord bearing of North 15°54'13" East, and a chord length of 39.35 feet;

THENCE South 08°38'32" East, a distance of 215.82 feet;

THENCE South 82°43'25" West, a distance of 20.63 feet to the Point of Beginning.

Containing 3724 Square Feet, or 0.085 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER
COMPASS BANK

**PERMANENT EASEMENT
PARCEL NO. PE-8**

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

APN: 2233-224-23-001

CALC: AVV DATE: 3/10/2023

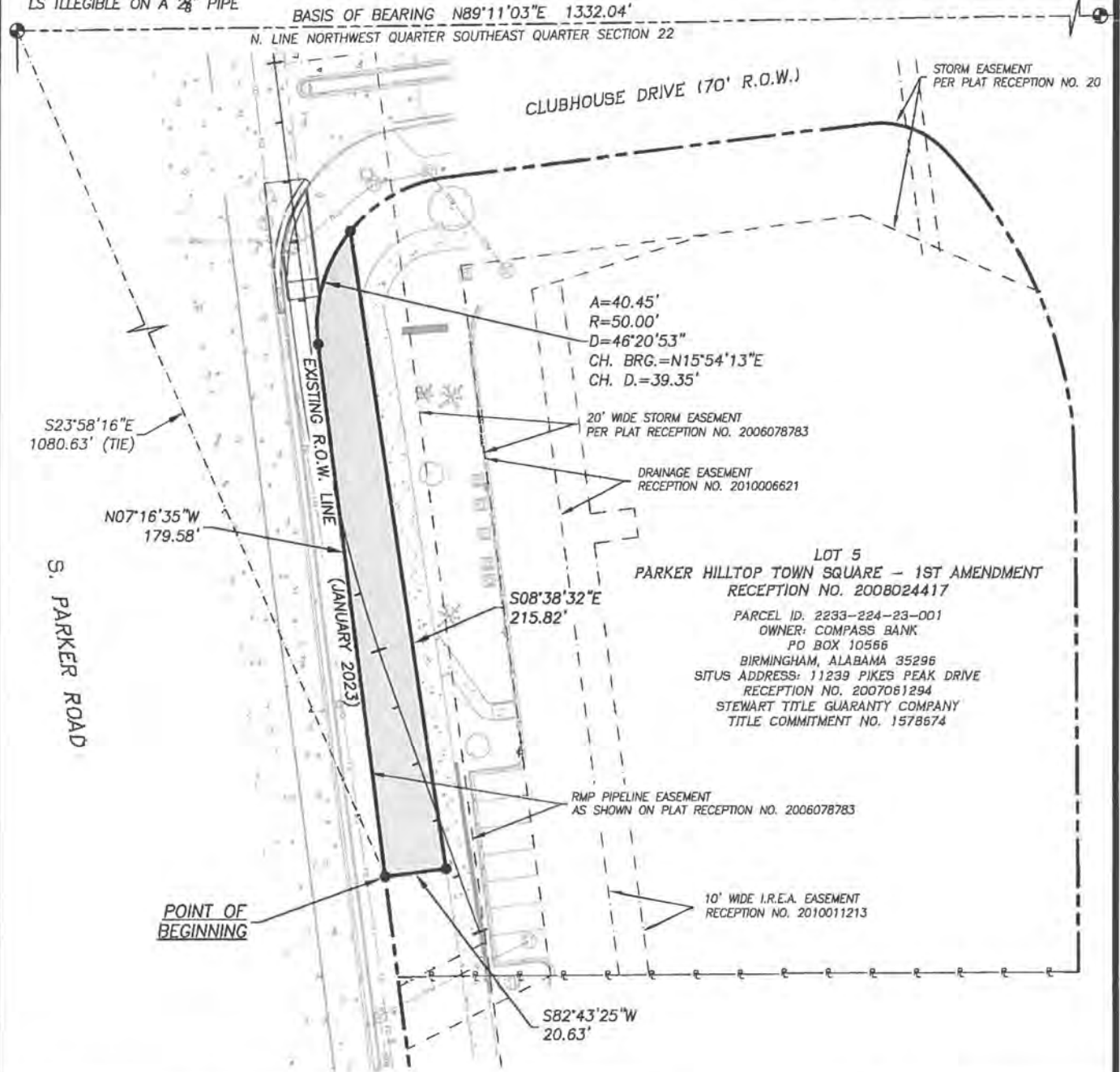
DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

ILLUSTRATION - EXHIBIT B

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 28" PIPE

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

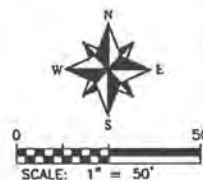


OWNER
COMPASS BANK

**PERMANENT EASEMENT
PARCEL NO. PE-8**

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

APN. 2233-224-23-001
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 2 OF 2



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-8
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-8) of Project No. C M039-008 over and across that parcel of land described as Lot 5, 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 23°43'27" East, a distance of 1096.40 feet to a point on the westerly line of Lot 5, 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 07°16'35" West, along said westerly line and said existing easterly right of way line, a distance of 16.46 feet;

THENCE North 82°43'25" East, a distance of 20.63 feet;

THENCE North 08°38'32" West, a distance of 215.82 feet to the northerly line of said Lot 5 and the existing southerly right of way line of Clubhouse Drive (January 2023);

THENCE along the northerly line of said Lot 5 and the existing southerly right of way line of Clubhouse Drive (January 2023) along a curve to the right, an arc length of 17.72 feet, said curve having a radius of 50.00 feet, a delta angle of 20°18'14", a chord bearing of North 49°13'47" East, and a chord length of 17.63 feet;

THENCE South 07°13'53" East, a distance of 241.94 feet;

THENCE South 82°43'25" West, a distance of 30.00 feet to the Point of Beginning.

Containing 3171 Square Feet, or 0.073 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWN B
COMPASS BANK

**TEMPORARY EASEMENT
PARCEL NO. TE-8**

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

APN. 2233-224-23-001

CAC: AV DAE: 3/10/2023

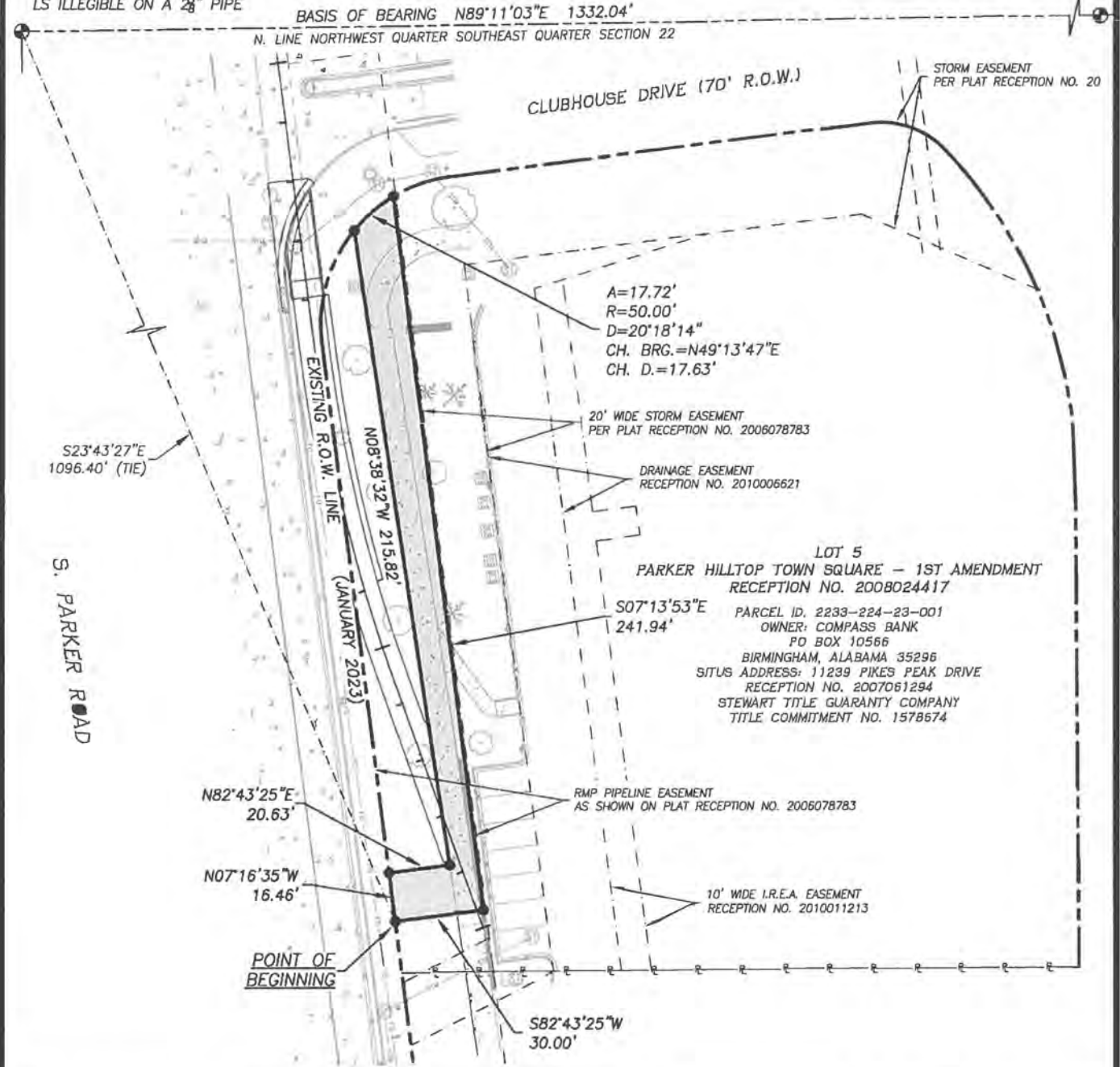
DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

ILLUSTRATION - EXHIBIT D

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 28" PIPE

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



OWNER COMPASS BANK		TEMPORARY EASEMENT PARCEL NO. TE-8 SE 1/4 SEC. 22, T.6S., R.66W. DOUGLAS COUNTY, COLORADO		THIS DOES NOT REPRESENT A MONUMENTED SURVEY. 17011 LINCOLN AVE #301 PARKER, CO 80134
APN. 2233-224-23-001				
CALC: AVV	DATE: 3/10/2023			
DRWN: AVV	JOB No. 1701-053			
SHEET 2 OF 2				

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.