

TOWN OF PARKER COUNCIL AGENDA
AMENDED
November 18, 2024

Notes:

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

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Council Updates/Work Session - Immediately following Executive Session, if time allows.**
- D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- A. Citizens Police Academy Graduation**

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

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

- A. APPROVAL OF MINUTES - November 4, 2024**

- B. *ORDINANCE NO. 4.53.9 - First Reading*
A Bill for an Ordinance to Amend Chapter 10.09 of the Parker Municipal Code Concerning Public Rights-of-Way Construction, Excavation and Work
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 2, 2024
- C. *ORDINANCE NO. 4.40.6 - First Reading*
A Bill for an Ordinance to Amend Chapter 11.10 of the Parker Municipal Code Concerning Grading and Earth Movement
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 2, 2024
Reading:
- D. *ORDINANCE NO. 9.381- First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement between the Town of Parker and the Parker Water and Sanitation District Regarding the Conveyance of Woodman Drive
Department: Town Attorney, Jim Maloney
Engineering and Public Works, Chris Hudson
Engineering and Public Works, Nathan Klass
Second Reading: December 2, 2024
- E. *CONTRACT OVER \$100,000*

Townwide Rectangular Rapid Flashing Beacon (RRFB) Purchase
Amount: \$108,600
Contractor: Gades Sales Co., Inc.
Department: Engineering and Public Works, Eli Vidales
- F. *PROCLAMATION - Small Business Saturday - Pam Woo*
- G. *PROCLAMATION - Colorado Crash Responder Safety Week - Engineering & Public Works and Police Department*

6. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1.593.2 - Second 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
- B. **ORDINANCE NO. 1.630 - Second Reading**
A Bill for an Ordinance to Adopt the 2025 Budget and to Make Appropriations for the Same
Department: Finance, Chris Fiandaca

7. ORDINANCES

A. ORDINANCE NO. 1.629 - Second 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

B. ORDINANCE NO. 4.85.6 - Second 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

C. ORDINANCE NO. 1.635 - 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 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

D. LINCOLN AVENUE WIDENING PROJECT

Department: Engineering and Public Works, Patrick Burke

1. 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

E. SIDEWALK BETWEEN PILGRIMS PLACE AND MAINSTREET

Department: Engineering and Public Works, Nathan Klass

1. ORDINANCE NO. 1.93.1 - Second 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

2. RESOLUTION NO. 24-058

A Resolution Accepting the Conveyance of a Public Sidewalk Easement from 19420 Main LLC for Lot 1, Parker Garage Subdivision

F. ORDINANCE NO. 1.634 - 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 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

8. CONTRACT OVER \$500,000

Stroh Road Widening Project Undergrounding Power Lines (CIP23-033)

Amount: \$1,389,190

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Nathan Klass

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

The My Mainstreet GID meeting will immediately follow the Town Council meeting.

Parker Town Council

Executive Session Agenda

November 18, 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. Specific legal questions related to proposed Ordinance No. 3.372.1, Series of 2024, including the Replacement Parker Zoning Map and the repeal of Ordinance No. 3.314, Series of 2015

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

2. Town Manager evaluation

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 4, 2024**

Mayor Jeff Toborg called the meeting to order at 5:00 p.m. All Councilmembers were present, except for Laura Hefta.

Town Attorney Jamie Wynn announced there were five topics for discussion in the Executive Session 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). The first item was regarding 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. The second item was concerning 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). The third item was an update regarding mediation on American Academy (Case No. 2024 CV 30055, Douglas County District Court). The fourth item was a discussion about various Sections of Chapters 7 and 10 of the Parker Municipal Code and 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. The final item was a discussion regarding Town of Parker municipal shareback funding from Douglas County Sales and Use Tax for Open Space, Parks, and Trails, as provided for under Douglas County Resolution No. R-022-085.

EXECUTIVE SESSION

Joshua Rivero moved and Brandi Wilks seconded to enter into Executive Session at 5:03 p.m. 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).

The motion was approved unanimously.

Brandi Wilks moved and Joshua Rivero seconded to come out of Executive Session at 6:48 p.m.

The motion was approved unanimously.

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

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

REGULAR SESSION

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

The American Heritage Girls led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

Diana Norton, Parker, spoke in favor of the Pridefest event and thanked the Town Council for allowing it.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- 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

1. *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

Joshua Rivero moved and Brandi Wilks seconded to approve Consent Agenda Items 4A through 4H.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

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

Mayor Toborg opened the Public Hearing at 7:13 p.m.

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

Public Comments: None.

Mayor Toborg closed the Public Hearing at 7:52 p.m.

Anne Barrington moved and Joshua Rivero seconded to approve Ordinance No 1.630 on first reading and to schedule second reading for November 18, 2024.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

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

This item was 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.

Public Comments: None.

Joshua Rivero moved and Todd Hendreks seconded to approve Ordinance No. 1.633 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Toborg adjourned the meeting at 8:01 p.m.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 18, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.53.9 - First Reading**
A Bill for an Ordinance to Amend Chapter 10.09 of the Parker Municipal Code Concerning Public Rights-of-Way Construction, Excavation and Work
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 2, 2024

EXECUTIVE SUMMARY

This ordinance proposes to adopt revisions to the Town's Municipal Code regarding Right-of-Way Use Permits.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Municipal Code governs all construction within the public right-of-way. All such work is subject to a Right-of-Way Use Permit, which is administered by the Town's Department of Engineering/Public Works. Chapter 10.09 of the Municipal Code sets forth the requirements for these permits. Engineering/Public Works is proposing revisions to this chapter of the Code.

Many of the proposed revisions are intended to minimize the impacts of the work associated with these permits. Right-of-Way Use Permits often require lane closures on public roadways, which at times can present traffic congestion or delays. Engineering staff regularly places restrictions on the hours and duration of lane closures to minimize these impacts, but once a contractor is performing work within the roadway, there is often little recourse for the Town should they violate their permit terms and cause issues for the traveling public. These proposed revisions would allow for the addition of Lane Closure Fees and Violation Fees to the permit fee schedule, allowing staff to charge or levy additional charges to incentivize contractors to minimize their impacts to traffic. Several of the Town's peer jurisdictions already utilize similar procedures and have reported positive impacts of these fees.

The full text of the proposed Code revisions is included in the packet for review.

FINANCIAL IMPACT

These Code revisions would allow for additional fees to be added to Right-of-Way Use Permits.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 4.53.9

RECOMMENDED MOTION

I move to approve Ordinance No. 4.53.9 on first reading and to schedule second reading for December 2, 2024, as part of the consent agenda.

ORDINANCE NO. 4.53.9, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 10.09 OF THE PARKER MUNICIPAL CODE CONCERNING PUBLIC RIGHTS-OF-WAY CONSTRUCTION, EXCAVATION AND WORK

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

Section 1. Paragraph 10.09.100(a)(1) of the Parker Municipal Code is amended to read as follows:

10.09.100 Insurance and indemnification.

(a) Insurance. Prior to the granting of any permit, the Director shall require the filing of an insurance policy or certificate with coverage as follows:

(1) The ~~property owner~~permittee, individually or through their contractor, shall be insured against personal injury and property damage by insurers acceptable to the Town, but in no event less than the coverages described as follows:

* * *

Section 2. Subsection 10.09.150(b) of the Parker Municipal Code is amended to read as follows:

10.09.150 Time of completion.

* * *

(b) Letters of credit or cash deposited as a performance/warranty guarantee for individual permits will be used by the Town to restore the right-of-way and adjacent property, should the work covered by the permit not be completed by the date stated on the application.

Section 3. Section 10.09.160 of the Parker Municipal Code is amended to read as follows, including by the addition thereto of new Subsections (b), (c) and (d), to read as follows:

10.09.160 Traffic control and lane closures.

(a) ~~All~~The traffic control and/or lane closures shall adhere to the requirements ~~for traffic control are~~ contained in the Manual.

(b) Due to the impact of such projects on the traveling public, all permits that require lane closures on an arterial or collector roadway will require a lane closure fee and associated deposit. The fee and deposit shall be in the amounts set forth in the fee schedule approved by Town Council. The permittee shall submit to the

Town an anticipated construction schedule for elements requiring impacts to travel lanes, and the fee and deposit shall be based on that schedule. Should the lane closure exceed the anticipated schedule, the additional closure days shall be charged to the deposit. No allowances will be made for days lost to weather, material or labor shortages, or other factors impacting the construction.

(c) When the project is completed and all restoration associated with the work is completed, the lane closure deposit will be returned to the permittee, less any amount needed to cover lane closure fees in excess of those associated with the anticipated construction schedule.

(d) All traffic control and lane closures must be done in accordance with the Manual, the traffic control plans approved with the permit, and any other conditions set forth with the permit. Any violation of this, including, but not limited to, insufficient traffic control, lane closures outside of permitted hours, or unapproved lane closures, may be subject to a violation fee, as set forth in the approved fee schedule.

Section 4. Section 10.09.180 of the Parker Municipal Code is amended by the addition thereto of new Subsection (b) to read as follows:

10.09.180 Standards for repairs.

(a) The standards for work, repair and restoration of the Town's public rights-of-way are contained in the Manual.

(b) All restoration associated with a permit shall be completed no later than thirty (30) days following completion of the construction. This requirement may be extended by the Town if weather does not allow for all restoration to be completed within this timeframe. It is the responsibility of the permittee to notify the DTA of completion of restoration. If restoration is not completed within the specified timeframe, the permit may be subject to a violation fee, as set forth in the approved fee schedule.

Section 5. Subsection 10.09.220(a) of the Parker Municipal Code is amended to read as follows:

10.09.220 Enforced work stoppage for violation.

(a) In the event that any of the provisions of the approved plans or other applicable criteria of the Town are violated by the permittee or by any of its contractors or subcontractors, the Town may serve written notice of the Town's intention to stop work on the project and the reasons therefor to the permittee, the contractor and any surety. Unless the violations cease and satisfactory arrangements for correction are made, the work will be stopped forty-eight (48) hours after serving written notice. In the event of any such termination, the Town will immediately serve notice to the permittee, the contractor and any surety. ~~The surety will have the right to take over and finish the project, provided that, if the surety does not begin work within thirty (30) days from the mailing date of the~~

~~notice.~~ The Town may, at its sole discretion, take over the work and finish it at the expense of the permittee and contractor. The permittee, contractor and the surety will be liable to the Town for all the costs caused by termination of the work.

* * *

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 public places two 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. 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



Request for Town Council Action

Date: November 18, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.40.6 - First Reading**
A Bill for an Ordinance to Amend Chapter 11.10 of the Parker Municipal Code Concerning Grading and Earth Movement
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: December 2, 2024

EXECUTIVE SUMMARY

This ordinance proposes to adopt revisions to the Town's Municipal Code regarding Grading Permits.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Municipal Code governs all grading or earth-moving within the Town. All such work is subject to a Grading Permit, which is administered by the Town's Department of Engineering/Public Works. Chapter 11.10 of the Municipal Code sets forth the requirements for these permits. Engineering/Public Works is proposing revisions to this chapter of the Code.

The main purpose of this revision is to allow for revision of the fees and required securities associated with Grading Permits. These fees were last updated in 2011, and the costs associated with the permits and construction have increased significantly in that time. This ordinance will be accompanied by a proposed fee schedule that brings the permit fees and security amounts in line with current costs. Other minor changes are proposed to Chapter 11.10 of the Code (a full version of the proposed redlines is provided in the packet for review).

FINANCIAL IMPACT

The proposed revisions will allow Grading Permit fees and securities to be updated to reflect current costs.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 4.40.6

RECOMMENDED MOTION

I move to approve Ordinance No. 4.40.6 on first reading and to schedule second reading for December 2, 2024, as part of the consent agenda.

ORDINANCE NO. 4.40.6, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 11.10 OF THE PARKER MUNICIPAL CODE CONCERNING GRADING AND EARTH MOVEMENT

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

Section 1. Section 11.10.060 of the Parker Municipal Code is amended to read as follows:

11.10.060 Exceptions.

A permit is required for any grading, compaction, filling or earth movement within the Town. However, no permit is required for the following projects: when the Engineering Department determines that grading in an area with less than one (1) acre will not result in significant negative impact upon private or public property. However, this exception shall not apply to any individual lot or parcel which is part of a larger ~~parcel or subdivision~~ common plan for development or sale, or projects less than one (1) acre in total disturbance for which a site plan has been approved by the Town.

Section 2. Subsection 11.10.070(a) of the Parker Municipal Code is amended to read as follows:

11.10.070 Review, approval, revision and amendment procedures.

(a) The Engineering Department shall review and comment upon, and either approve or return to the applicant, the plan within twenty (20) working days of the date of a complete submission. If the Engineering Department determines that the plan cannot be reviewed within twenty (20) working days, the applicant shall be notified and they shall mutually agree upon the time for completion of the plan review. ~~If the applicant wishes to have the plan approved prior to twenty (20) working days or at a time sooner than the Engineering Department can complete the review, the applicant shall agree to pay for an outside review that will be performed by a qualified person selected by the Engineering Department.~~

* * *

Section 3. Section 11.10.090 of the Parker Municipal Code is amended to read as follows:

11.10.090 Fees.

~~(a) Before a permit is issued pursuant to this Chapter, the applicant shall pay to the Town a nonrefundable permit fee, which shall be determined in accordance with~~

~~a fee schedule adopted by the Town Council by resolution. At the time of filing an application for a grading permit, a nonrefundable filing fee of one hundred dollars (\$100.00) plus fifteen dollars (\$15.00) an acre shall be paid to the Town. The filing fee shall cover one (1) hour of administrative review and consultation with the Engineering Department. Any inspection or additional review time shall be subject to an additional charge of the actual cost plus administrative fees established by the Finance Department, which amount shall be paid by the applicant within ten (10) days from the billing. Failing to pay the bill when due shall result in the withholding of the permit, building permit, temporary certificate of occupancy or certificate of occupancy, or the issuance of a stop work order.~~

~~(b) If the permit expires, the renewal fee shall be twenty-five dollars (\$25.00).~~

Section 4. Section 11.10.100 of the Parker Municipal Code is amended to read as follows:

11.10.100 Security.

(a) Revegetation security. To ensure the proper rehabilitation of the site and the proper installation and maintenance of CBMPs, as determined by the Engineering Department, there shall be required at the time the original permit is issued cash or a letter of credit acceptable to the Director of Engineering ("security"), which shall name the Town as the protected party. The amount of the security and the requirements necessary for its release are as follows:

* * *

(2) Sites that are greater than or equal to one (1) acre:

a. Minimum grading security is five thousand dollars (\$5,000.00).

b. Grading security will cover ongoing maintenance of the disturbed areas and the work necessary to reestablish native revegetation and CBMPs.

c. Grading security for revegetation is calculated at an additional one-two thousand dollars (\$21,000.00) per acre for developable property and two-five thousand five-hundred dollars (\$5,02,500.00) per acre for nondevelopable property, plus the amount of the Town-approved cost estimate for the CBMPs.

* * *

Section 5. Section 11.10.110 of the Parker Municipal Code is amended to read as follows:

11.10.110 Insurance.

Every applicant, individually or through their contractor, shall be insured against personal injury and property damage, from insurers acceptable to the Town, but in no event less than the coverages described as follows:

Section 6. Section 11.10.120 of the Parker Municipal Code is amended to read as follows:

11.10.120 Stop work order.

If the plan approved by the Engineering Department is not complied with or the time schedule is not met, the Engineering Department may issue a notice of intent to stop work on the project. Within the time period specified in the notice of intent to stop work, the work specified in the approved plan must be completed and, if necessary, any unauthorized deviations from the approved plan must be corrected, abated, removed or repaired. If the project is not in compliance with the approved plan within the time specified in the notice, the Engineering Department shall issue a stop work order. Significant deviations from the approved plan may result in the immediate issuance of a stop work order and may constitute a violation of this Chapter and may result in the withholding of building permits and certificates of occupancy as provided in Section 11.10.130 of this Chapter. Work shall not resume on the project until the Engineering Department approves of a completion/correction plan. Also, additional security may be required to ensure compliance with the completion/correction plan. The criteria specified in Section 11.10.100 above shall establish the type and amount of the additional security. Permits subject to a stop work order may also be subject to a reinstatement fee in accordance with the established fee schedule.

Section 7. Section 11.10.140 of the Parker Municipal Code is amended to read as follows:

11.10.140 Penalties.

* * *

(c) The Town may draw on the securities associated with this permit and use the funds to install or maintain erosion control measures, or to stabilize and/or revegetate the disturbed areas.

Section 8. Section 11.10.160 of the Parker Municipal Code is amended to read as follows:

11.10.160 ~~Early~~ Conditional Grading Permit.

(a) The Director of Engineering may, to the extent provided in this Section, authorize the issuance of an ~~"Early~~ "Conditional Grading Permit" prior to final approval of a site plan or subdivision, in order to relieve a particular and exceptional practical difficulty or exceptional and undue hardship that is not created by the property owner if the following requirements are satisfied:

- (1) All other provisions of this Chapter are satisfied.

(2) The real property that is the subject of the ~~Early-Conditional~~ Grading Permit has received:

- a. preliminary plan approval if the permit is for a residential development;
- b. minor development plat or final plat approval if the permit is for any nonresidential development;
- c. will combine earthwork activities between two (2) real properties, both of which are part of the same planned development and one (1) of which has received final site plan or plat approvals from the Town.

(3) The request for an ~~Early-Conditional~~ Grading Permit shall not include a request to approve roadway templates or building site pad grading.

(4) The Interim Site Improvement Agreement described in Subsection (c) below is executed by the property owner.

(5) A Tree Conservation Plan approved by the Planning Director is required and made part of the application for an ~~Early-Conditional~~ Grading Permit.

(6) A waiver and consent form, prepared by the Town Attorney, is executed by the property owner in which the property owner acknowledges and agrees that the property owner:

- a. has not received final site plan or subdivision approval, and that in the absence of such approval, the property owner is proceeding at his or her own risk in excavating the real property that is the subject of the ~~Early-Conditional~~ Grading Permit;
- b. that the location and design of private and public improvements on the real property may be subject to change as a condition to any final site plan or subdivision approval;
- c. that the ~~Early-Conditional~~ Grading Permit does not create any vested rights; and
- d. that the Town, in the exercise of its legislative authority, may amend or enact legislation which may have an adverse effect on the property owners ability to obtain final site plan or subdivision from the Town and/or which may increase the costs of the project.

(7) The property owner demonstrates to the satisfaction of the Director of Engineering that the issuance of the ~~Early-Conditional~~ Grading Permit will advance a significant public interest, which shall include one (1) of the following:

a. As a part of the ~~Early-Conditional~~ Grading Permit, a significant regional public facility will be constructed or improved at no cost to the Town. The regional public facility would not be constructed without the ~~Early-Conditional~~ Grading Permit;

b. The ~~Early-Conditional~~ Grading Permit will result in a consolidation of earth-moving activities which will result in a significant reduction on the use of Town public rights-of-way to transport excavated materials; or

c. The real property which is the subject of the ~~Early-Conditional~~ Grading Permit was previously disturbed and the ~~Early-Conditional~~ Grading Permit will result in restoring such property to its natural condition, to the extent practicable, as determined by the Director of Engineering.

(b) The application for an ~~Conditional Early~~ Grading Permit shall be subject to an administrative review process by the Director of Engineering and Planning Director. The Director of Engineering shall be authorized to determine if the application for an ~~Early-Conditional~~ Grading Permit meets the requirements contained in this Section. The Director of Engineering shall further have the authority, based on the nature and scope of the application to require that the applicant obtain approval by the Town Council following public notice and hearing. The applicant shall also have the right, in the event the Director of Engineering denies the application or imposes conditions determined by the applicant to be unreasonable, to appeal the decision of the Director of Engineering to the Town Council within ten (10) days of the Director of Engineering's decision.

(c) The following information shall be provided and approved by the Director of Engineering as part of the request for consideration of an ~~Early-Conditional~~ Grading Permit:

(1) A Grading and Erosion Control Plan and Construction Plans for all of the required improvements necessitated by the issuance of an ~~Early Conditional~~ Grading Permit.

(2) An Interim Site Improvement Agreement approved by the Town, which provides for the construction of all required improvements necessitated by the issuance of an ~~Early-Conditional~~ Grading Permit, including applicable regional improvements and a financial guarantee in the amount of one hundred fifty percent (150%) of the costs identified by the Town as part of ~~the the Early Conditional~~ Grading Permit.

Section 9. 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 10. 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 11. 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



Request for Town Council Action

Date: November 18, 2024

Submitted By: Jim Maloney, Assistant Town Attorney
Chris Hudson, Deputy Director of Engineering
Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.381- First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
between the Town of Parker and the Parker Water and Sanitation
District Regarding the Conveyance of Woodman Drive
Department: Town Attorney, Jim Maloney
Engineering and Public Works, Chris Hudson
Engineering and Public Works, Nathan Klass
Second Reading: December 2, 2024

EXECUTIVE SUMMARY

The purpose of the ordinance is for an intergovernmental agreement between the Town and the Parker Water and Sanitation District (the “District”) to convey Woodman Drive to the Town, which will satisfy one of the conditions contained in the redevelopment agreement (the “Agreement”) for the Becket Drive, Brompton Way and Woodman Drive connectivity project (the “Project”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 21, 2024, Town Council approved the Redevelopment Agreement between the Town and to the Parker Meadows Condominium Association, Inc. (the “Association”), for the Project, which includes the construction of two points of access for one hundred seventy-one (171) residential units (the “Residential Units”) managed by the Association. Vehicular access to the Residential Units that are part of the Association is limited to one (1) point of access through Becket Drive, which is a private street managed and controlled by the Association. Under the Town’s public safety standards, the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units.

In order to establish two (2) points of access for the Residential Units, Becket Drive and a parking lot owned by the Association will need to be improved as public streets to be named Becket Drive and Brompton Way, which will connect to Woodman Drive, as described in the

attach vicinity map. The Project includes, but is not limited to, milling of existing asphalt pavement, asphalt overlay and patching, curb, gutter, and sidewalk replacement, in areas with poor drainage, removal and trimming of trees and other improvements to establish a connection to Woodman Drive, which will result in two (2) points of access for the Residential Units.

One of the conditions contained in the Agreement provides that the District will convey “the right-of-way for Woodman Drive to the Town.” In order to satisfy this condition, the District has agreed to enter into an intergovernmental agreement to convey the right-of-way for Woodman Drive to the Town by quit claim deed, provided that the Town agrees to maintain Woodman Drive.

FINANCIAL IMPACT

Funding for the Project is accounted for in the 301-4310 Highway and Streets Capital Projects fund. There is no cost to the Town to acquire Woodman Drive from the District.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Conceptual Cottonwood Roadway Network Connectivity Improvements Map
2. Ordinance No. 9.381

RECOMMENDED MOTION

I move to approve Ordinance No. 9.381 on first reading and to schedule second reading for December 2, 2024, as part of the consent agenda.

Conceptual Cottonwood Area Roadway Connectivity Improvements



ORDINANCE NO. 9.381, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE PARKER WATER AND SANITATION DISTRICT REGARDING THE CONVEYANCE OF WOODMAN DRIVE

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and the Parker Water and Sanitation District Regarding the Conveyance of Woodman Drive, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE PARKER WATER AND SANITATION DISTRICT REGARDING THE CONVEYANCE OF WOODMAN DRIVE

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this _____ day of _____ 2024, by and between the Town of Parker, Colorado, a Colorado home rule municipal corporation (the "Town"), and the Parker Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the "District").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Town and the District as political subdivisions to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the Town desires to acquire from the District that portion of Woodman Drive that is described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Woodman Drive");

WHEREAS, the District desires to convey Woodman Drive to the Town, which is currently a private street, and for the Town to assume the ownership and maintenance responsibility for Woodman Drive; and

WHEREAS, the Town and the District agree that it is in the best interest of the residents of both the Town and the District to cooperate in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the District hereby agree as follows:

1. District Conveyance of Woodman Drive. The District, within ten (10) days of receiving written notice from the Town (the "Written Notice"), that the Town acquired the right-of-way for Becket Drive and future Brompton Way pursuant to that certain "Redevelopment Agreement for Parker Meadows Improvements," between the Town and the Parker Meadows Condominium Association, shall convey Woodman Drive to the Town by quit claim deed in the form attached as **Exhibit B**, and incorporated by this reference. In the event that the Written Notice is not provided by the Town to the District by June 30, 2025, this Agreement shall automatically terminate, unless this Agreement is amended by the parties hereto to further extend the date.

2. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

District: Ron Redd, Manager
Parker Water and Sanitation District
13939 Ancestry Drive,
Parker, Colorado 80134

3. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

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

4. Separate Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

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

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

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT**

Ron Redd, Manager

ATTEST:

Lisa Sindall, Engineering Coordinator

EXHIBIT A

LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL

A PARCEL OF LAND BEING ALL OF TRACT A AND A PORTION OF TRACT B, PARKER CROSSING SUBDIVISION, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JUNE 5, 2001, AT RECEPTION NO. 01050400, IN THE OFFICIAL RECORDS OF SAID COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT A, THE FOLLOWING SIX (6) COURSES:

1. NORTH 89°02'47" EAST, A DISTANCE OF 286.62 FEET TO THE WESTERLY RIGHT-OF-WAY OF PARKER ROAD (COLORADO STATE HIGHWAY 83), AS DESCRIBED IN SAID SPECIAL WARRANTY DEED RECORDED, JANUARY 30, 1987, IN BOOK 697 AT PAGE 869 IN SAID OFFICIAL RECORDS;
2. ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 35°26'46" EAST, A DISTANCE OF 88.22 FEET;
3. DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 86°41'00" WEST, A DISTANCE OF 44.66 FEET;
4. NORTH 70°26'13" WEST, A DISTANCE OF 34.18 FEET;
5. NORTH 88°47'25" WEST, A DISTANCE OF 208.15 FEET;
6. SOUTH 89°00'13" WEST, A DISTANCE OF 52.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A, ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT B;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, SOUTH 64°55'10" WEST, A DISTANCE OF 60.75 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 00°55'13" WEST, A DISTANCE OF 74.42 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°02'47" EAST, A DISTANCE OF 55.36 FEET TO THE **POINT OF BEGINNING**.

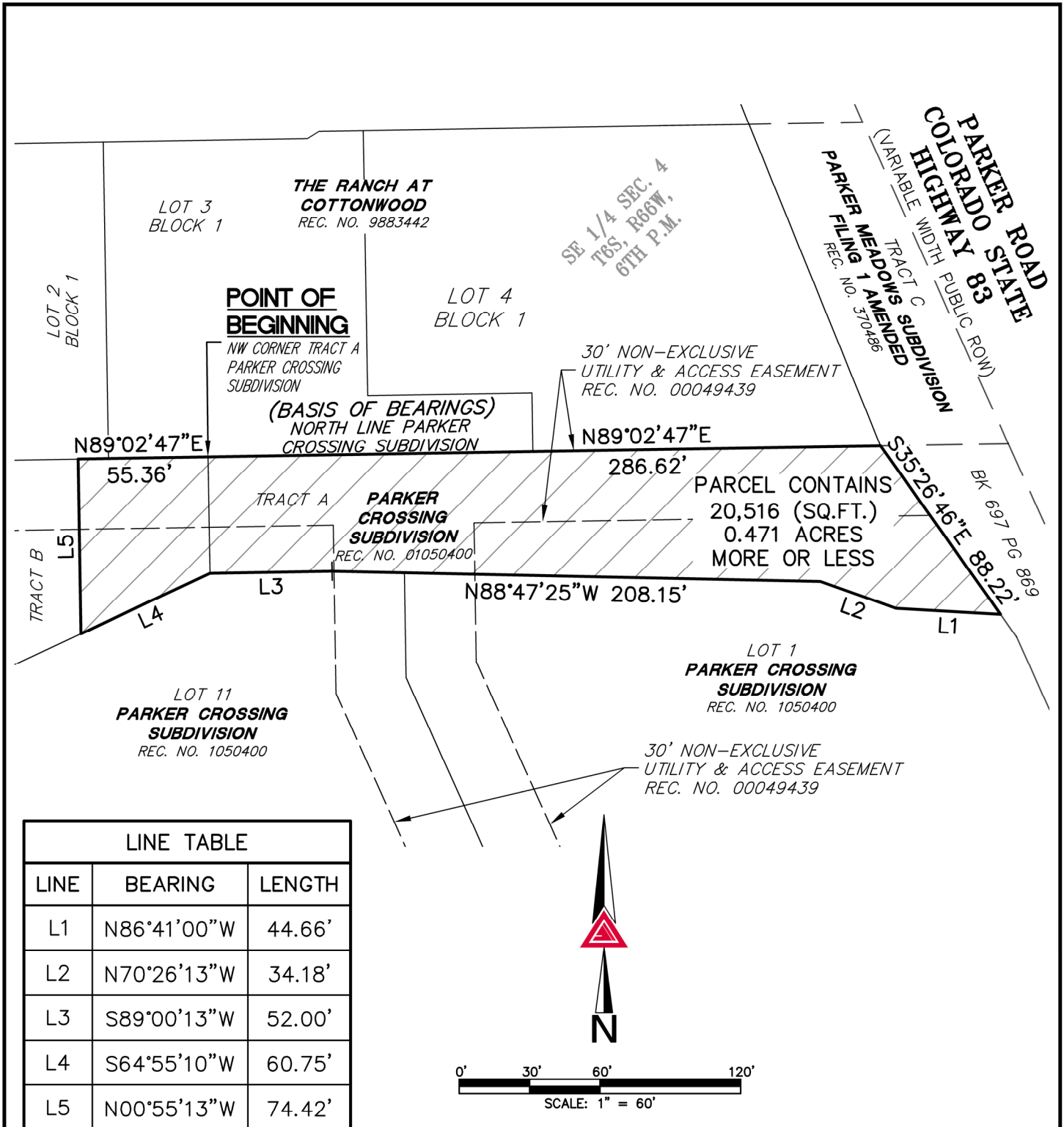
CONTAINING AN AREA OF 0.471 ACRES, (20,516 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



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

EXHIBIT B

QUIT CLAIM DEED

PARKER WATER AND SANITATION DISTRICT, a Colorado Special District, Grantor, whose street address is 13939 Ancestry Drive, Parker, Colorado 80134, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to the **TOWN OF PARKER**, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado, the following real property, in the County of Douglas, State of Colorado, to wit:

SEE **EXHIBIT 1** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

with all its appurtenances.

Signed this _____ day of _____, 2024.

PARKER WATER AND SANITATION DISTRICT

By: Exhibit – do not sign.
Ron R. Redd, P.E., District Manager

ATTEST:

_____ *Exhibit – do not sign.* _____
Lisa Sindall, Engineering Coordinator

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ron R. Redd, P.E., District Manager, and Lisa Sindall, Engineering Coordinator, of Parker Water and Sanitation District.

My commission expires: _____.

SEAL

_____*Exhibit – do not sign.*_____
Notary Public

EXHIBIT 1

LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL

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BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;

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2. ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 35°26'46" EAST, A DISTANCE OF 88.22 FEET;
3. DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 86°41'00" WEST, A DISTANCE OF 44.66 FEET;
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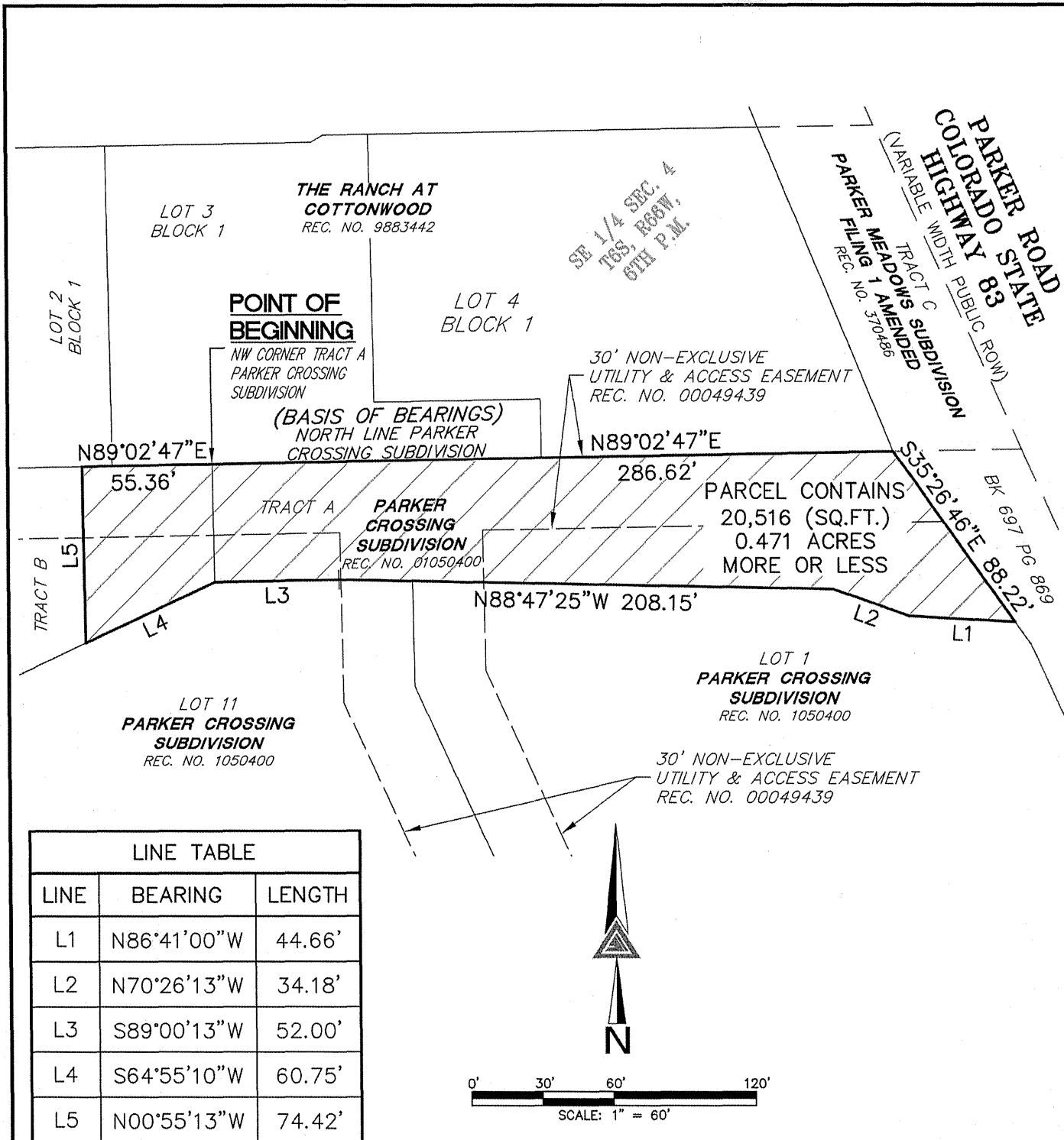
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ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT 1



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

WOODMAN DRIVE ROW PARCEL
SOUTHEAST QUARTER SECTION 4, T.6S., R.66W., 6TH P.M.
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24922-19 - BECKETT DRIVE\DWG\EXHIBITS\WOODMAN DRIVE.DWG

JOB NUMBER: 24922-19

DATE: 09/23/2024 DWG:

BAM

CHK:

DED

2

OF 2 PAGES



Request for Town Council Action

Date: November 18, 2024

Submitted By: Eli Vidales, Traffic Operations Superintendent

Reviewed By: Michelle Kivela, Town Manager

Title: **Townwide Rectangular Rapid Flashing Beacon (RRFB) Purchase**

Amount: **\$108,600**

Contractor: **Gades Sales Co., Inc.**

Department: **Engineering and Public Works, Eli Vidales**

EXECUTIVE SUMMARY

In 2019, the Town adopted the pedestrian crossing treatment guidelines by resolution. This adoption can involve the purchase and installation of Rectangular Rapid Flashing Beacons (RRFB) at qualifying crosswalk locations. A typical crossing requires the purchase of two units (one set), so that pedestrians can cross at either side of the road. One set of RRFBs costs \$8,600 plus shipping.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, Town Council approved Resolution No. 19-089 to adopt the Town of Parker Pedestrian Crossing Treatment Guidelines. This Town adopted policy helps make crossings on collector/arterial roads safer for the traveling public through a variety of methods. One of these methods includes the installation of Rectangular Rapid Flashing Beacons (RRFB) at qualifying crosswalk locations. The Traffic Division has installed RRFBs at seven (7) new locations and replaced faulted sets from another manufacturer at four (4) locations this year. The Traffic Division is hoping to install two more sets at two new locations by the end of the year.

The Traffic Division has decided to standardize products from Carmanah sold through Gades Sales. Previously, the Town had selected equipment from another manufacturer based on cost. However, this equipment has experienced a number of failures and has proven to be unreliable. This has caused safety concerns for the pedestrians that have become reliant on these units to feel safe when crossing the road.

Carmanah products appear better built in testing of the units compared to the previously purchased units. The vendor is also including a free trial (three year) cloud/cellular based program that allows staff to collect data from the units in the field. The recorded data will allow staff to evaluate their activation/use and whether they are appropriately located based on pedestrian activity. Carmanah also provides exceptional tech support, which assists the Town's technicians with troubleshooting, repair and maintenance.

The Traffic Division intends to first install these units at all crossings that meet the requirements of the pedestrian policy. The older units will ultimately be replaced, when they fail, with Carmanah units. This will standardize to one manufacturer that is more reliant and also provide sufficient tech support when needed.

FINANCIAL IMPACT

The Town will be utilizing the Highway and Streets Capital Projects Roadway Safety Enhancements funding along with Traffic Services funding that has been approved and budget appropriated.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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



Your kind of place.

PROCLAMATION
SMALL BUSINESS SATURDAY

WHEREAS, the Town of Parker, Colorado, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently-owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, the Town of Parker supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, Colorado, do hereby proclaim November 30, 2024, as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of November 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Your kind of place.

Proclamation

Colorado Crash Responder Safety Week

WHEREAS, law enforcement officers, firefighters, public service utility, emergency medical personnel, road crews, and tow operators conduct valuable and often life-saving operations at the roadside

WHEREAS, these on-scene personnel provide a critical public service; and

WHEREAS, they are called to duty at all hours of the day and night, in adverse weather conditions, and in a dangerous roadside environment; and

WHEREAS, Colorado responders use Traffic Incident Management (TIM) training and skills to safely and quickly clear scenes to improve the safety of all road users; and

WHEREAS, as of September 23, 2024, during this year, 28 first responders that were working on the roadway have been struck and killed, including 13 law enforcement officers, 3 Fire/EMS professionals, 7 tow operators, 1 road safety professional, and 4 Department of Transportation workers, two of which were Colorado DOT employees; and

WHEREAS, one death is too many; and

WHEREAS, drunk, drugged, drowsy, distracted, and dangerous drivers are a threat to our responders' safety; and

WHEREAS, the Town of Parker asks all road users to do their part to keep everyone responding to traffic incidents on our highways safe by slowing down, moving over, and driving safe; and

WHEREAS, the State of Colorado has a "Move-Over" law requiring drivers to slow down and move over when approaching an emergency vehicle, a tow truck or a highway maintenance vehicle when their emergency lights are activated; and

WHEREAS, there is a need for Coloradans to be educated on the dangers of failing to abide by these laws; and

WHEREAS, the week of November 18th to 22nd is recognized nationally as "Crash Responder Safety Week;

THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, Colorado, do hereby proclaim November 18-22, 2024, as:

COLORADO CRASH RESPONDER SAFETY WEEK

I urge all citizens to join me in this special observance and remember that **RESPONDERS AHEAD. REDUCE YOUR SPEED AS YOU PROCEED.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 18th day of November 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: November 18, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.593.2 - Second 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

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 appropriations 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 1.593.2 on second reading.

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 18, 2024

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

Reviewed By: Michelle Kivela, Town Manager

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

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2025 Budget. This is the second 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 Budget was posted on the internet on October 15, 2024. Tonight is the second public hearing for the 2025 Budget. The first public hearing was held on November 4, 2024.

The 2025 Budget was prepared in conjunction with seven overall 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 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 to other funds, and a reduced number of capital projects.

FINANCIAL IMPACT

The 2025 budget sets the appropriation levels for the Town.

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 second reading.

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 18, 2024

Submitted By: Chris Fiandaca, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.629 - Second 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

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 second reading.

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 18, 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 - Second 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

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 second reading.

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 18, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.635 - 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 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

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



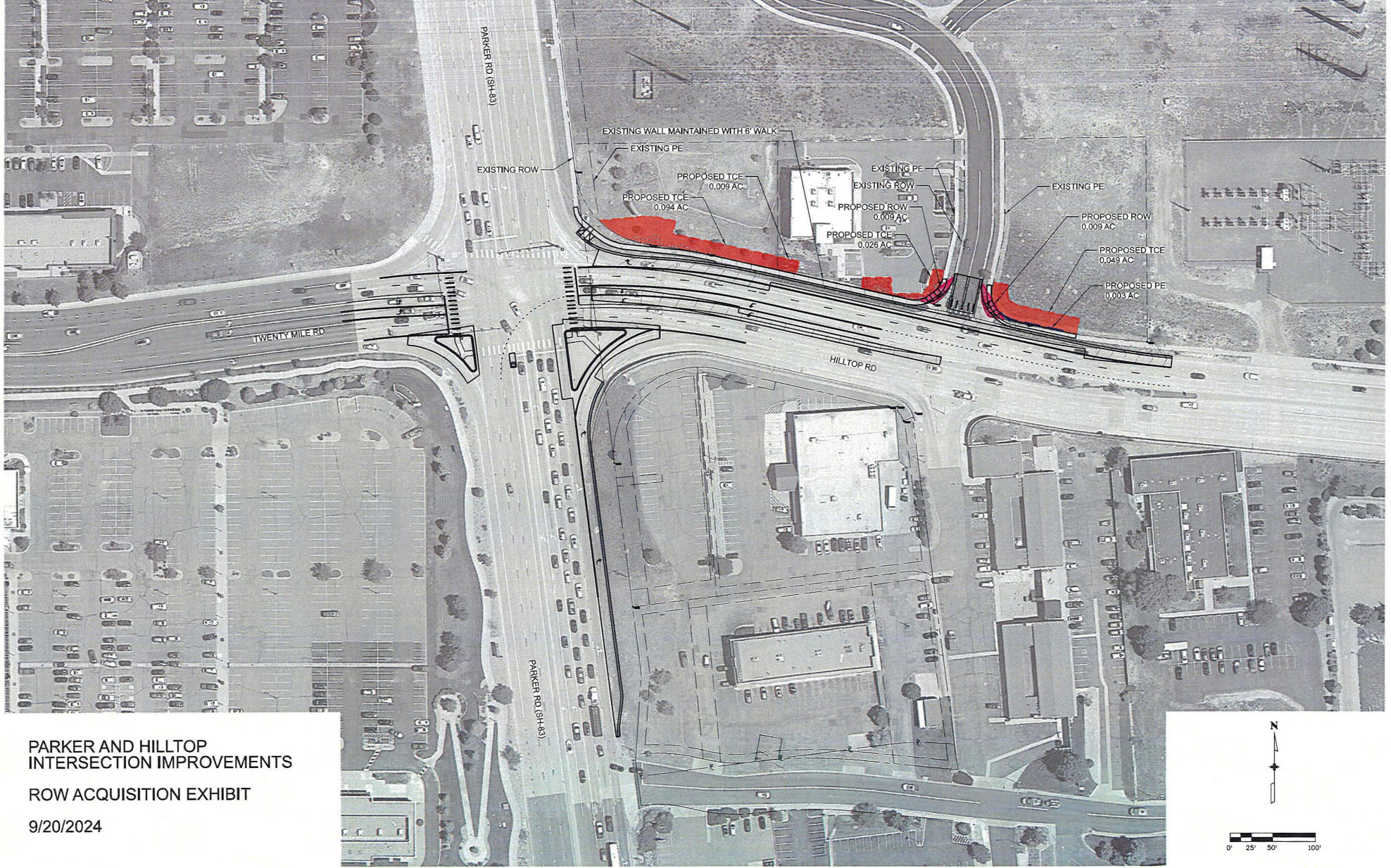
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity map
2. Ordinance No. 1.635

RECOMMENDED MOTION

I move to approve Ordinance No. 1.635 on second reading.



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

ORDINANCE NO. 1.635, 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

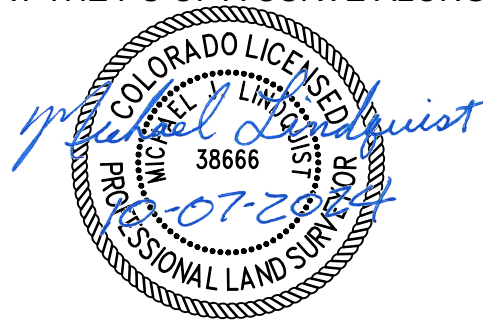


EXHIBIT
"RW-01"

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

WINTER PARK BANK VENTURES
11339 PIKES PEAK DR
PARKER CO 801380000
223322421005

LOT 8
PARKER HILLTOP
TOWN SQUARE
1ST AMENDMENT

RW-01
396 SQ FT
0.009 ACRES

S. PIKES PEAK DR.

LOT 9
PARKER HILLTOP
TOWN SQUARE
1ST AMENDMENT

5RB W/ 1.25" RPC
LS22561 "AZTEC"

N53°21'33"E 47.71'

L=40.30'
R=48.50'
D=47°36'14"
CH=39.15'
CB=S35°26'46"W

N77°37'53"W 15.95'

P.O.B.
NAIL&WASH LS12405

S77°38'53"E
BASIS OF BEARING

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

E. HILLTOP RD.

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: 2 OF 2	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693	EXHIBIT A RW-01 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 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.

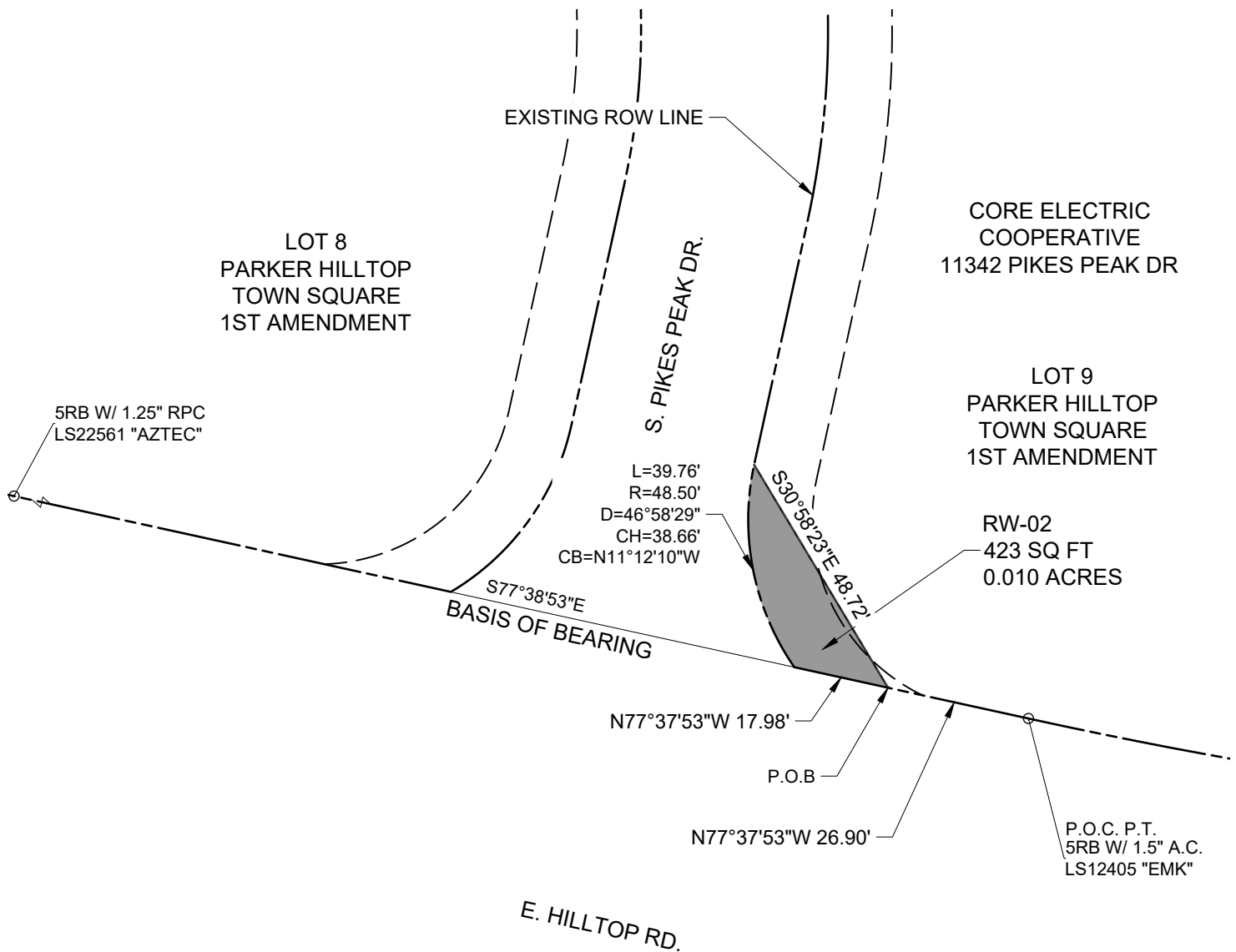
ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

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	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 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

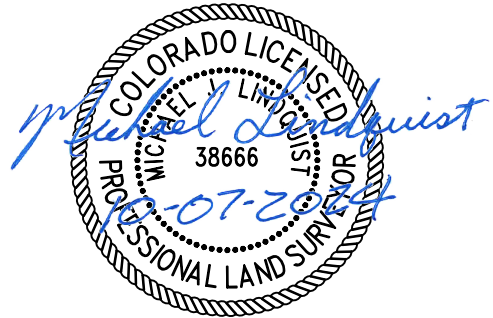
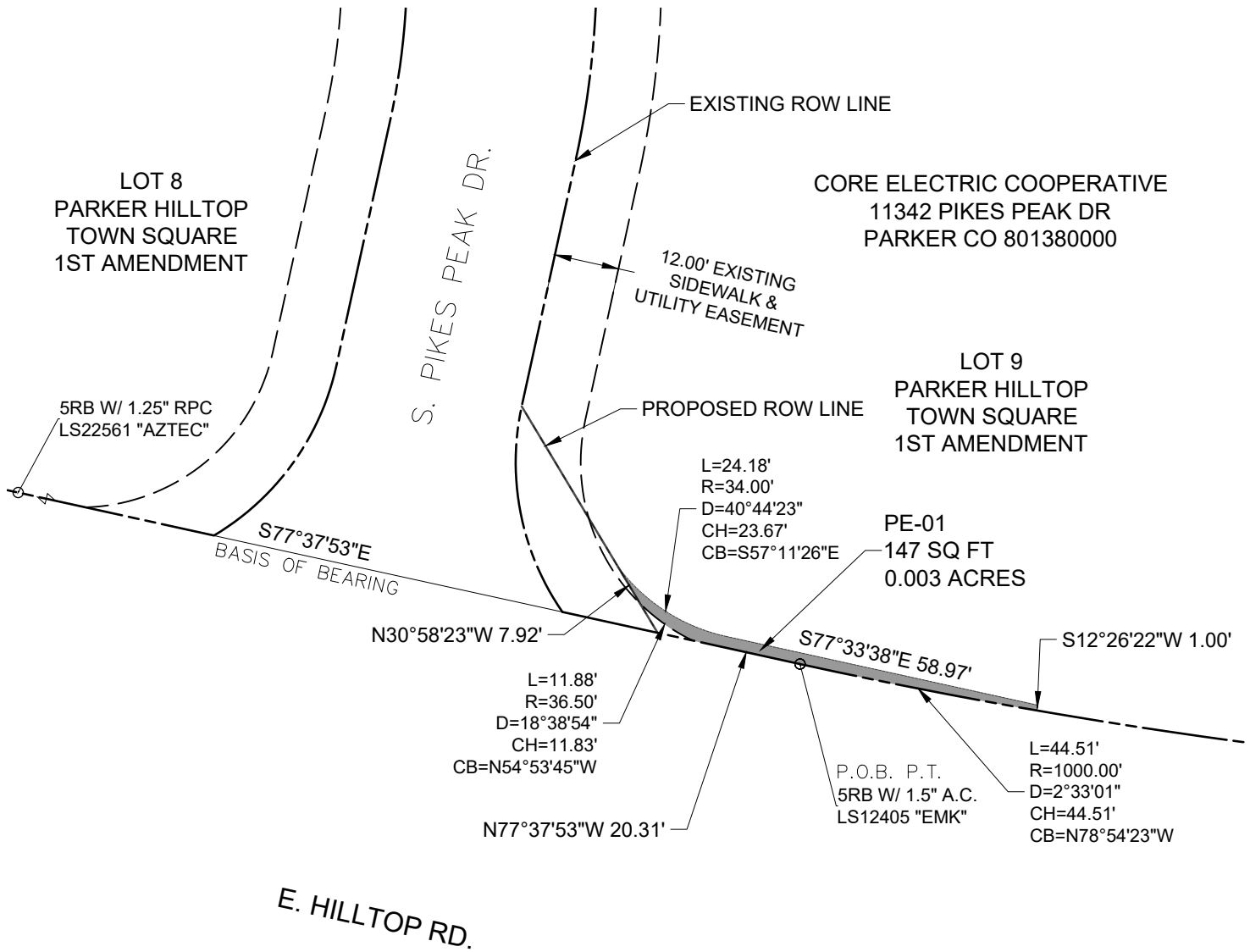


EXHIBIT B

"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:
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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:		

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;

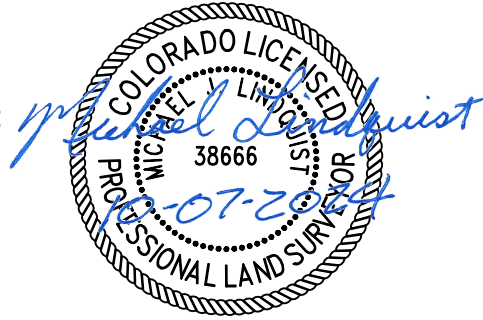
1. THENCE, N 77° 37' 53" W FOR A DISTANCE OF 83.86 FEET TO THE BEGINNING OF A CURVE;
2. THENCE, 68.72 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05° 58' 22", HAVING A RADIUS OF 659.25 FEET, AND WHOSE LONG CHORD BEARS N 80° 37' 04" W FOR A DISTANCE OF 68.69 FEET TO THE BEGINNING OF 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.

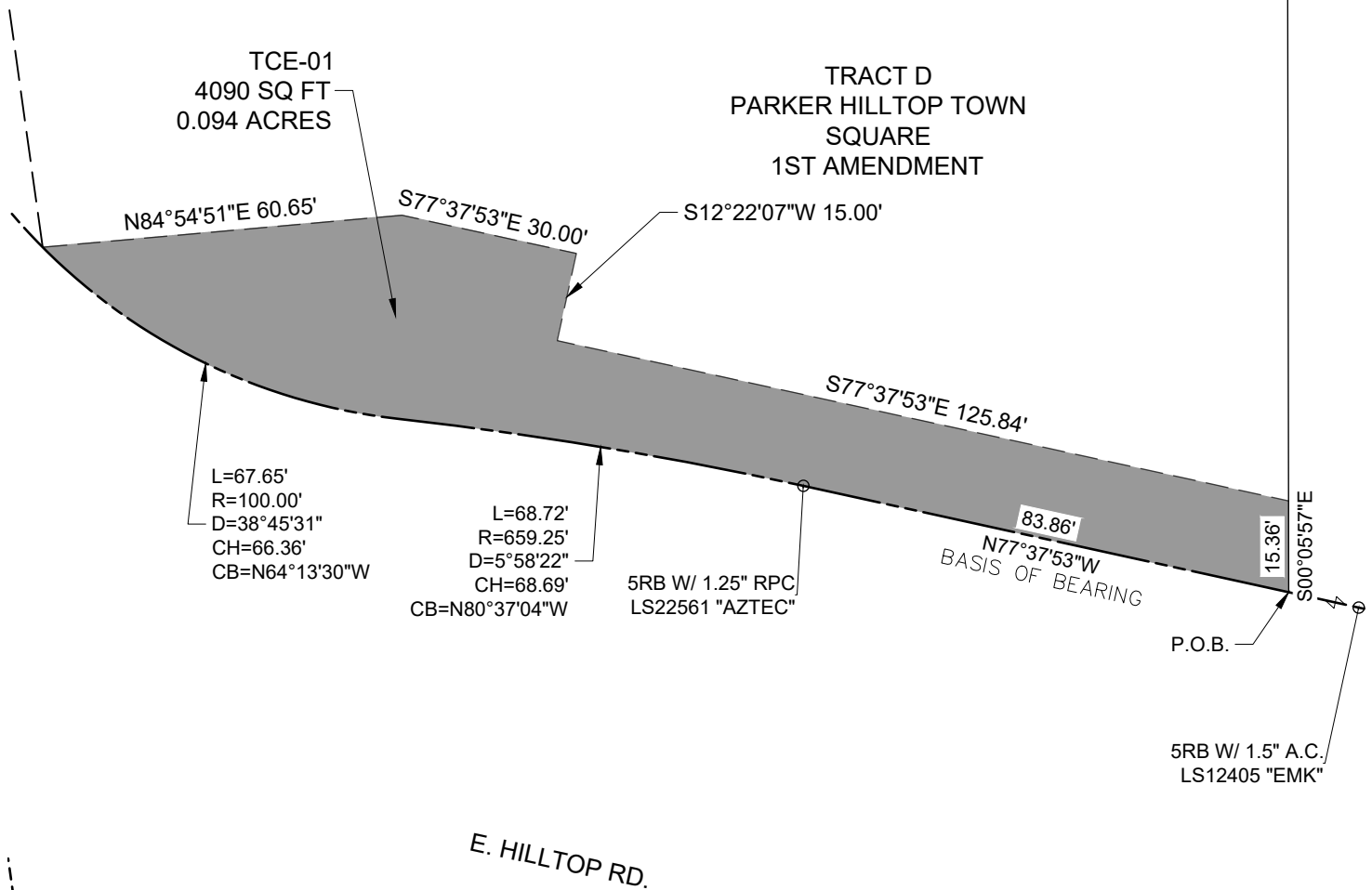
THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



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

TCE-01
4090 SQ FT
0.094 ACRES

TRACT D
PARKER HILLTOP TOWN
SQUARE
1ST AMENDMENT



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23-100-294

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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-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

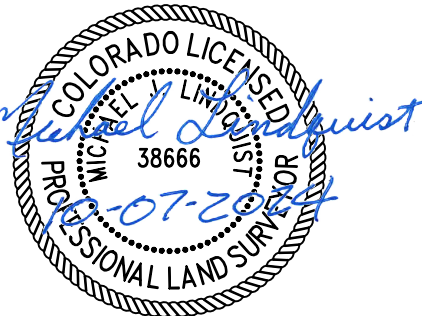
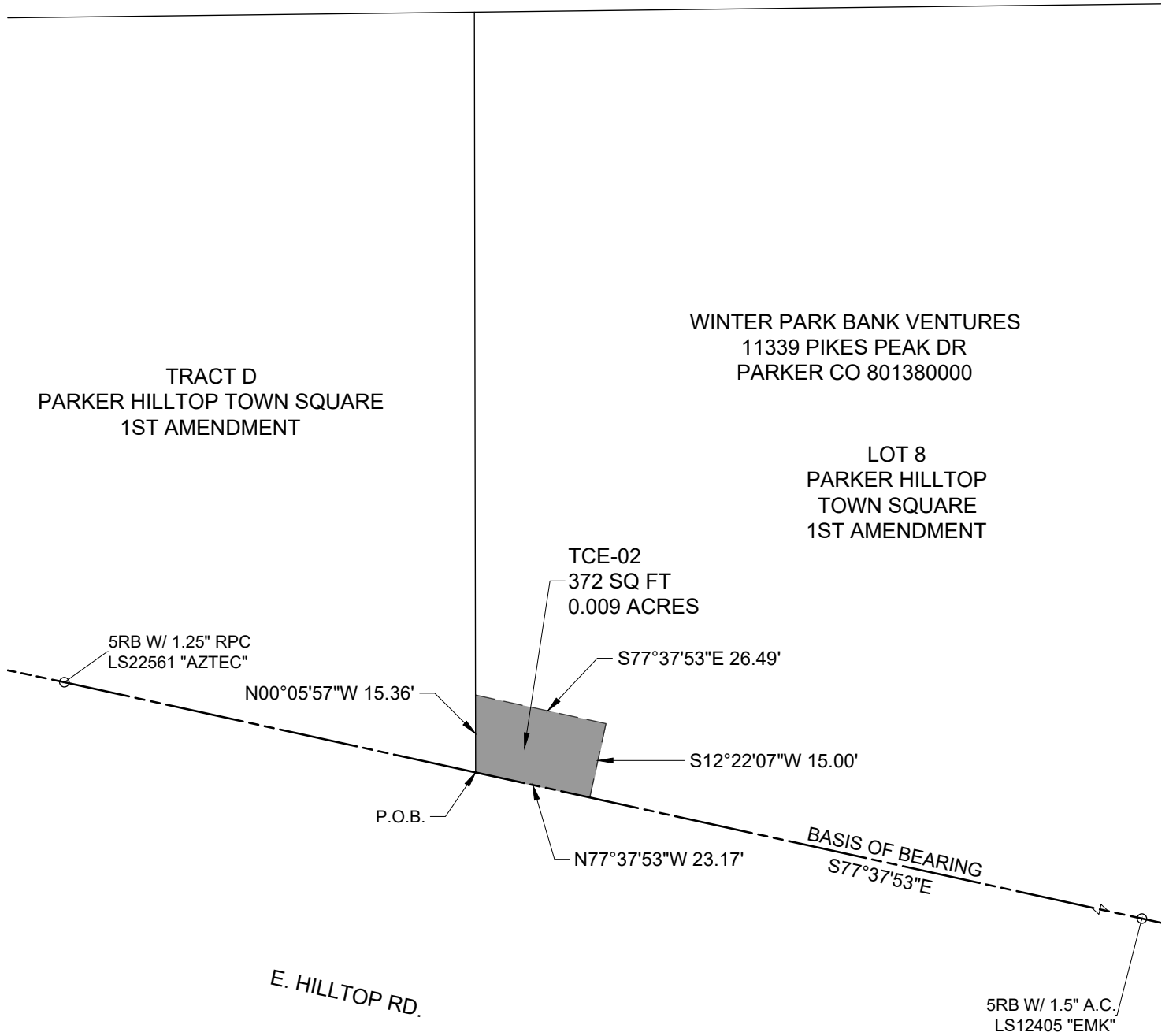


EXHIBIT
"TCE-02"

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



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23-100-294

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						SCALE: 1" = 30'		
						DWN. BY: CDW	DATE: 10-01-2024	EXHIBIT C TCE-02 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO
						CHK. BY:		
						PROJ. MGR: MJL	10-03-2024	
						CLIENT APP:		
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D			

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.

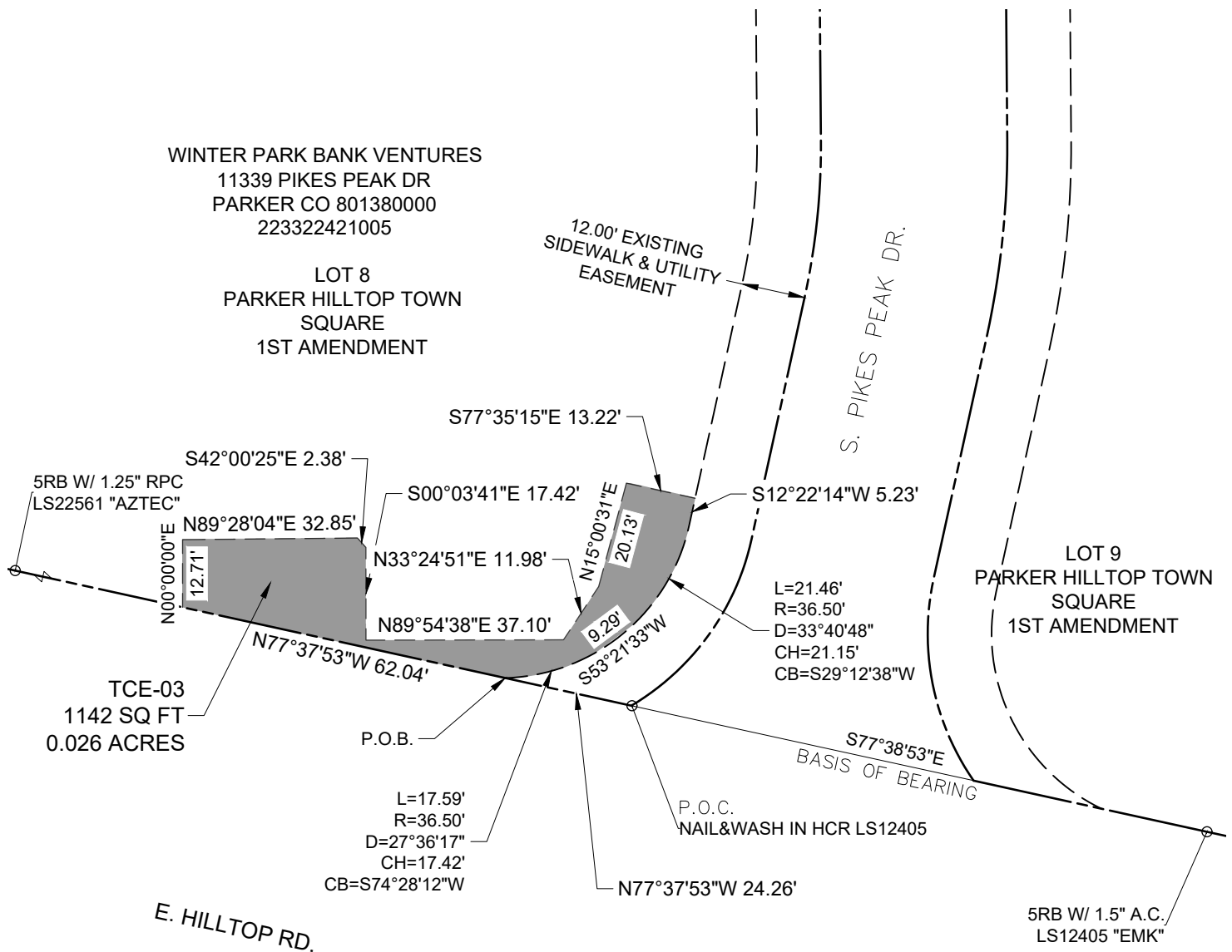
ACQUIRED FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS.

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



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



23-100-294

						SHT. NO: 3 OF 3	 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-03

TOWN OF PARKER

COUNTY OF DOUGLAS

STATE OF COLORADO

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.

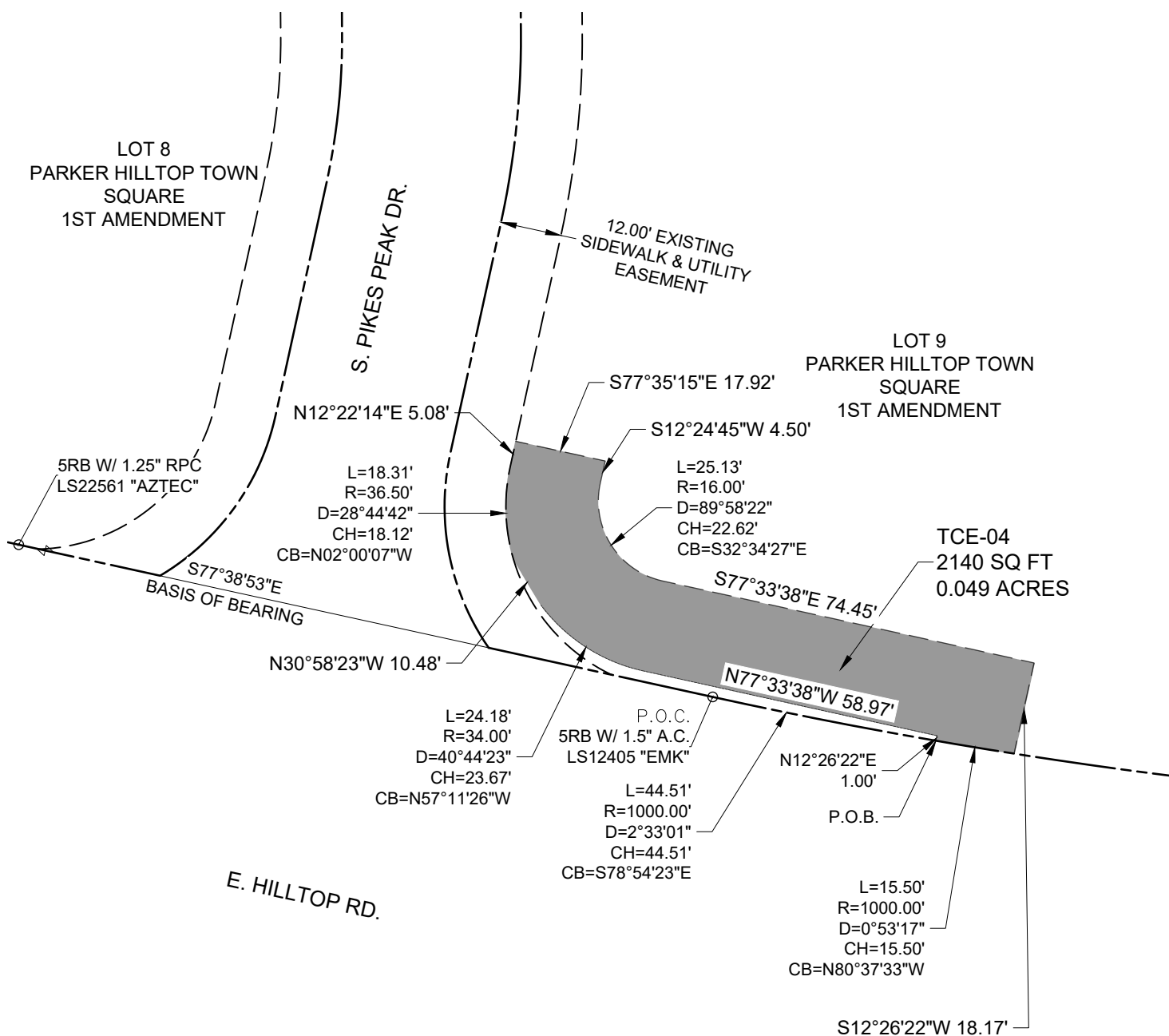
ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

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
						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-04 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO



Request for Town Council Action

Date: November 18, 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

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**

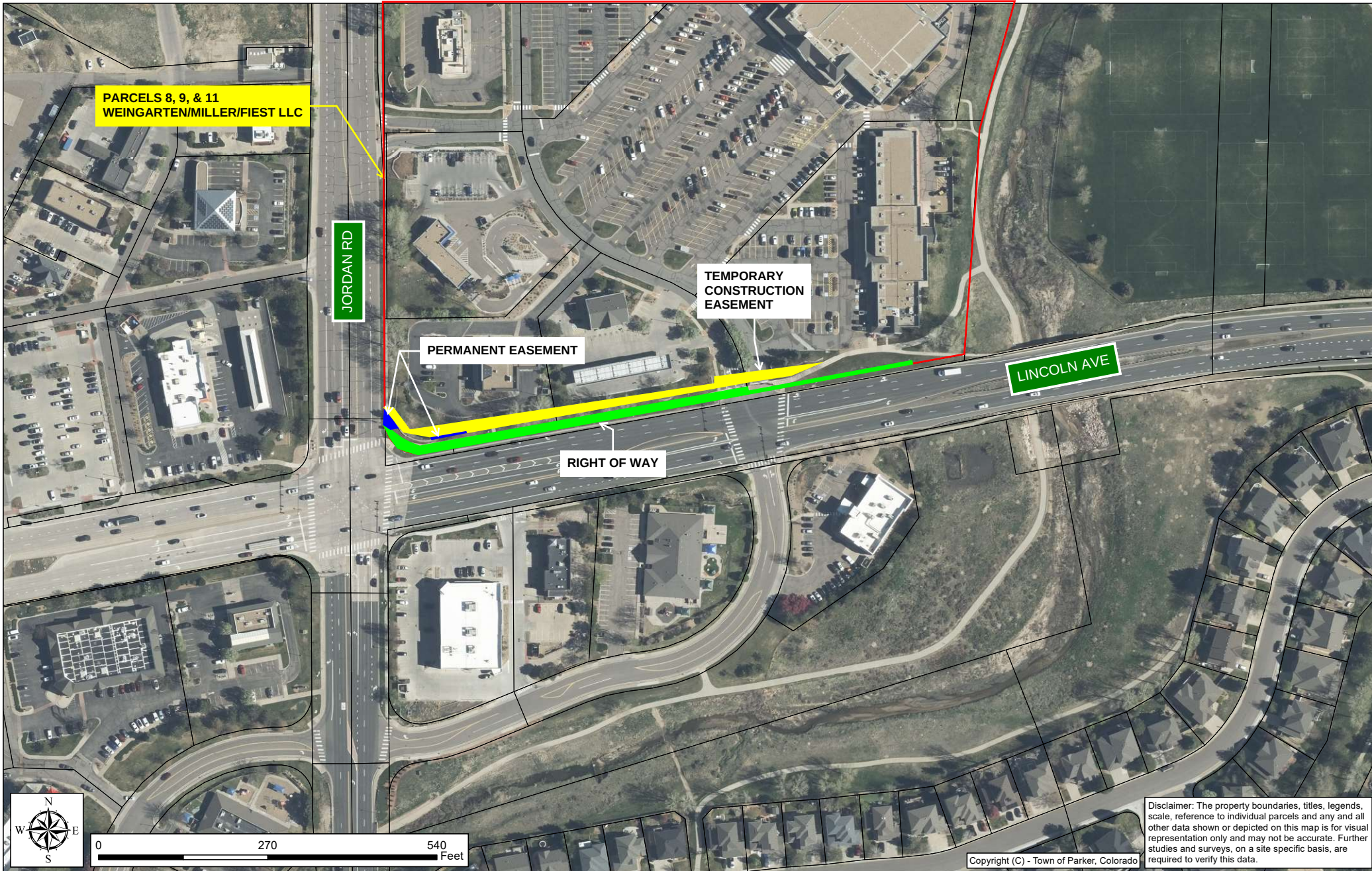
ATTACHMENTS

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

RECOMMENDED MOTION

I move to approve Ordinance No. 1.636 on second reading.
I move to approve Ordinance No. 1.638 on second reading.

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.

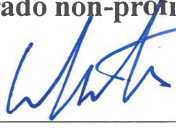
17. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

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: 

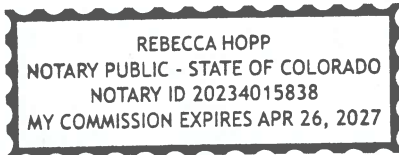
TITLE: CLC President

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;

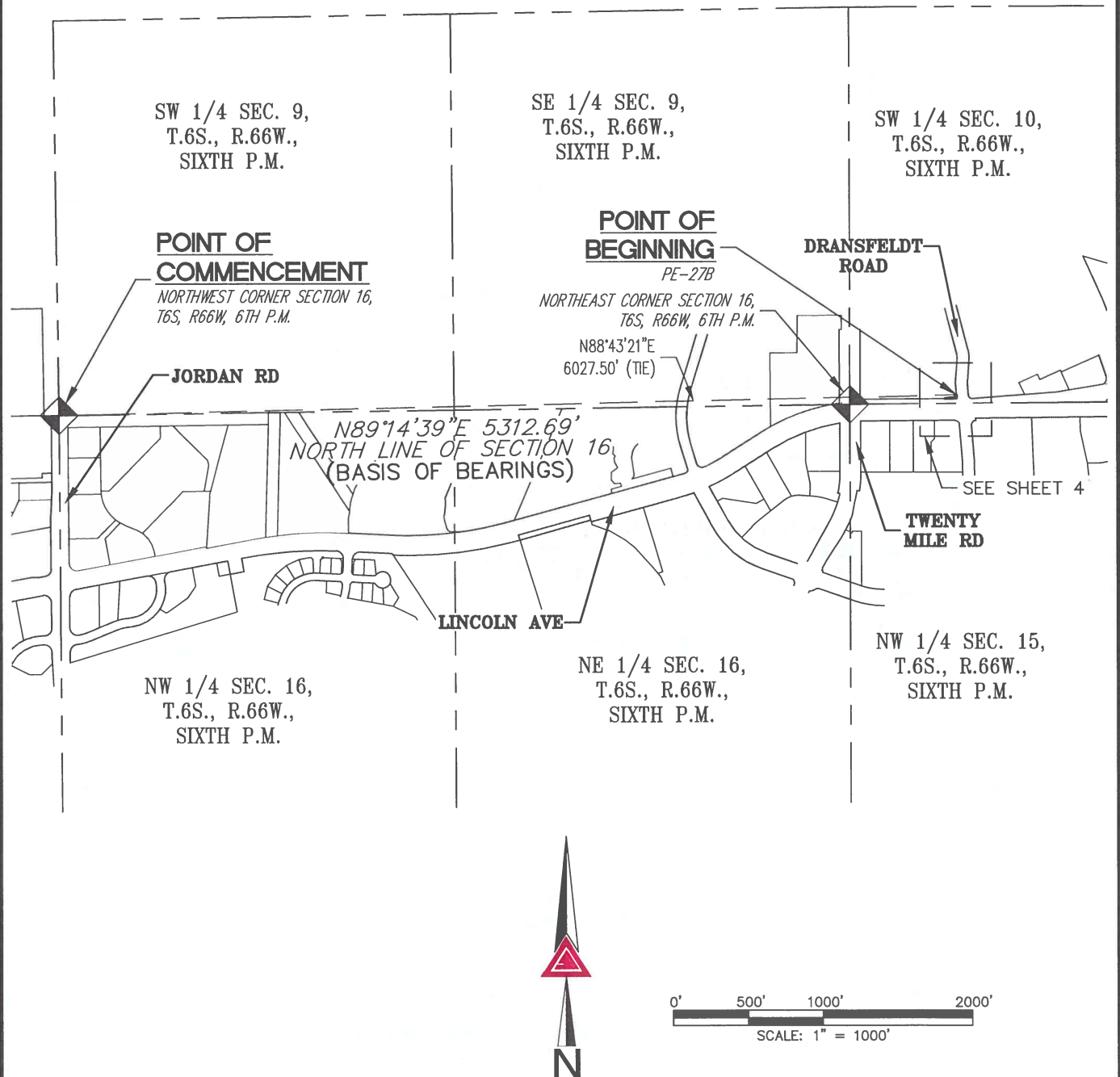
THENCE NORTH 87°35'37" EAST, A DISTANCE OF 32.10 FEET;

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



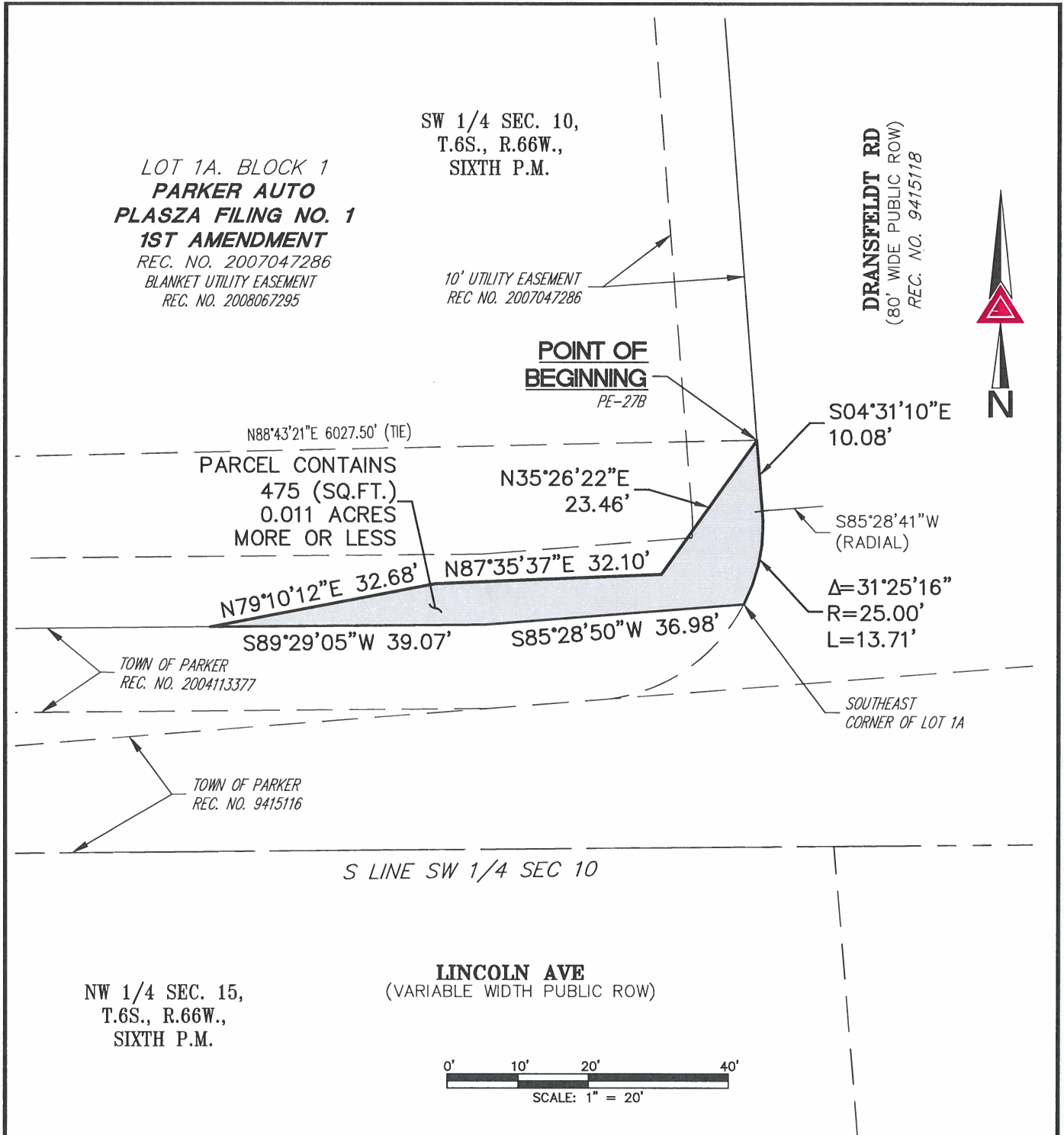
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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.

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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;

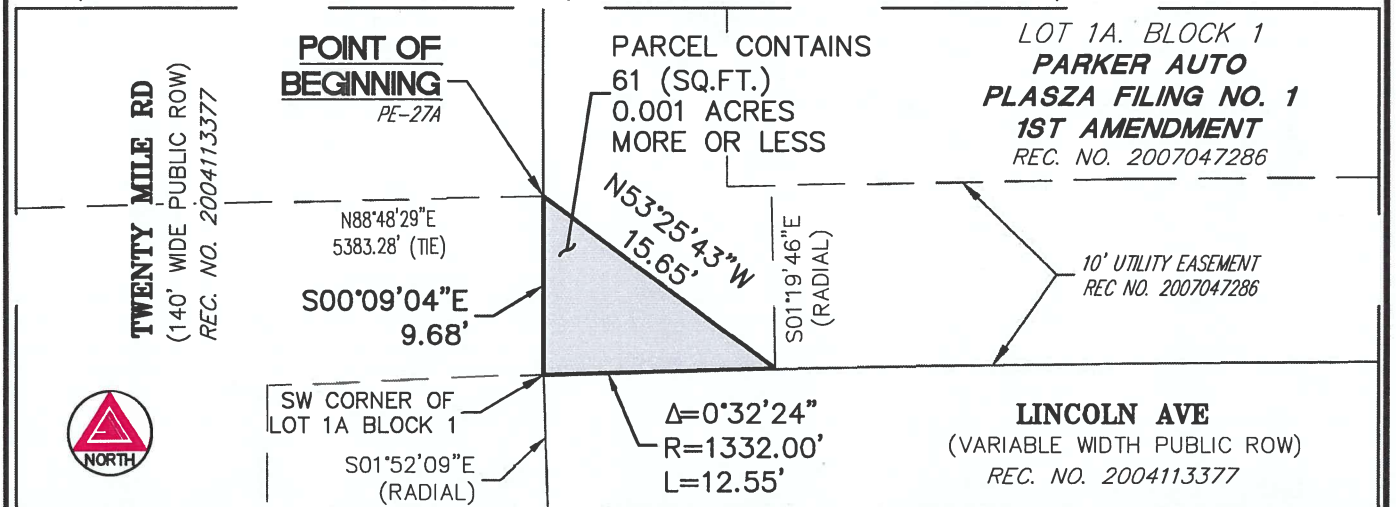
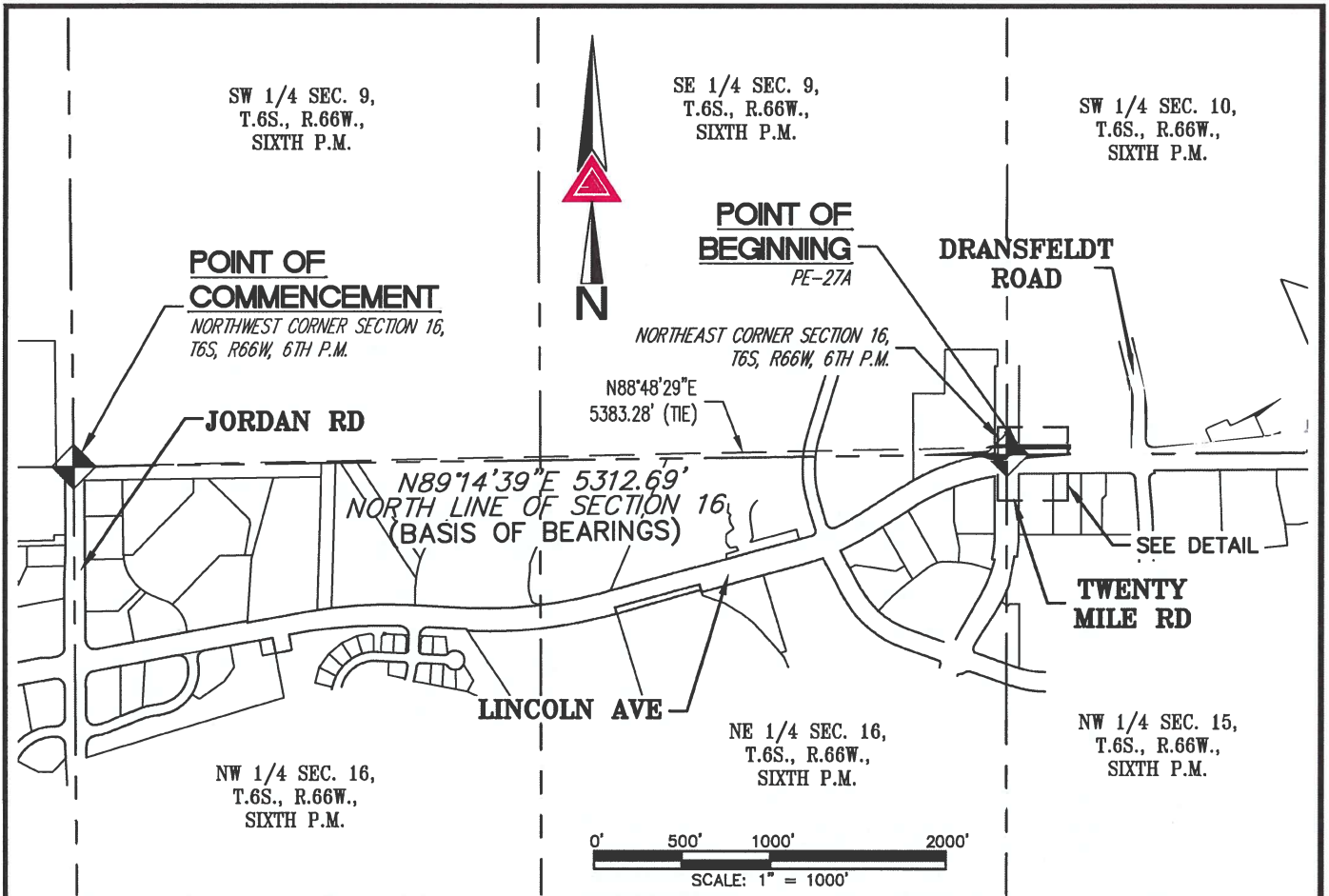
THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1A AND SAID NORTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'24", AN ARC LENGTH OF 12.55 FEET;

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:

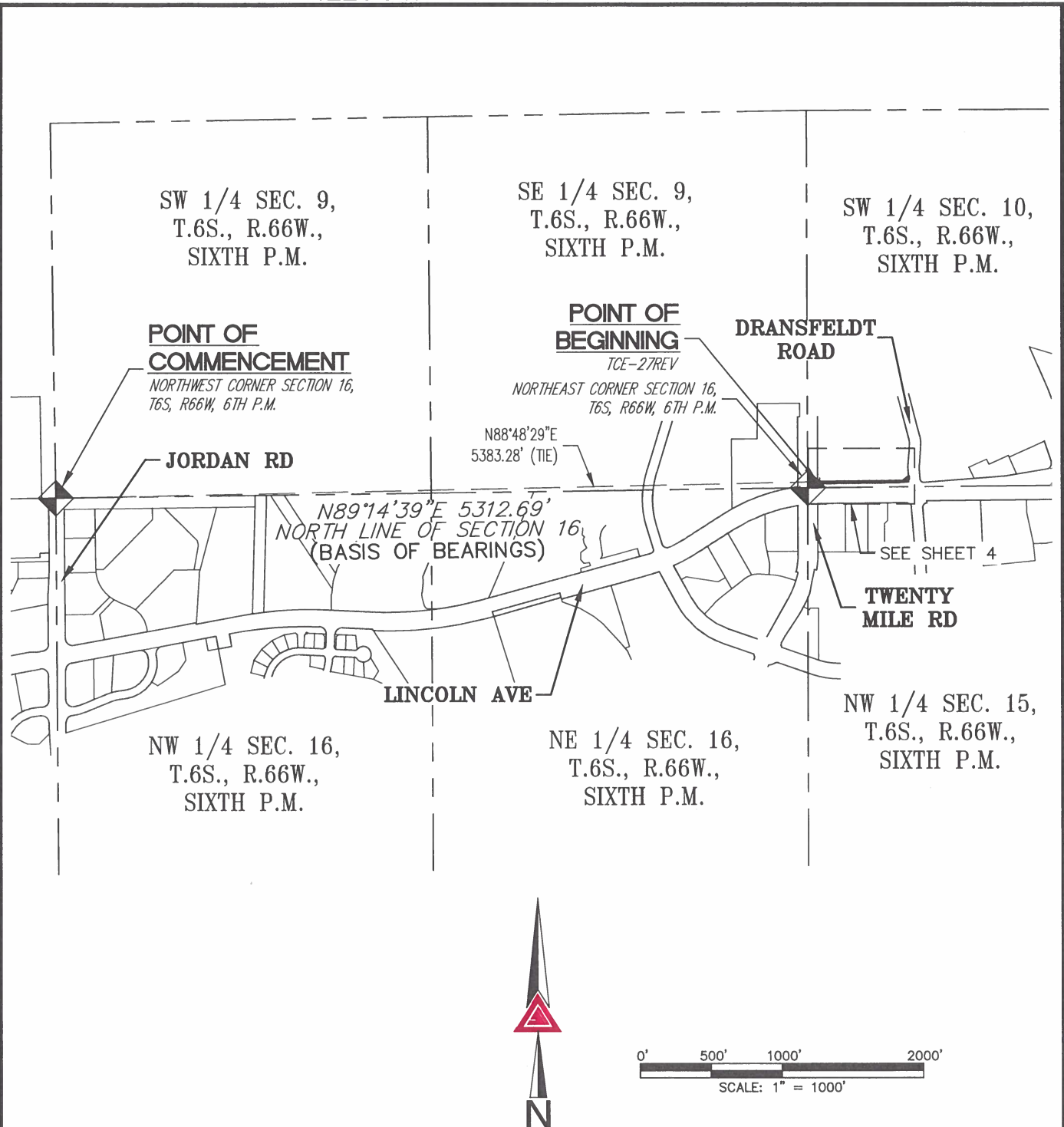
1. SOUTH 89°29'05" WEST, A DISTANCE OF 534.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,332.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°48'51", AN ARC LENGTH OF 18.93 FEET;

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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www.aztecconsultants.com

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

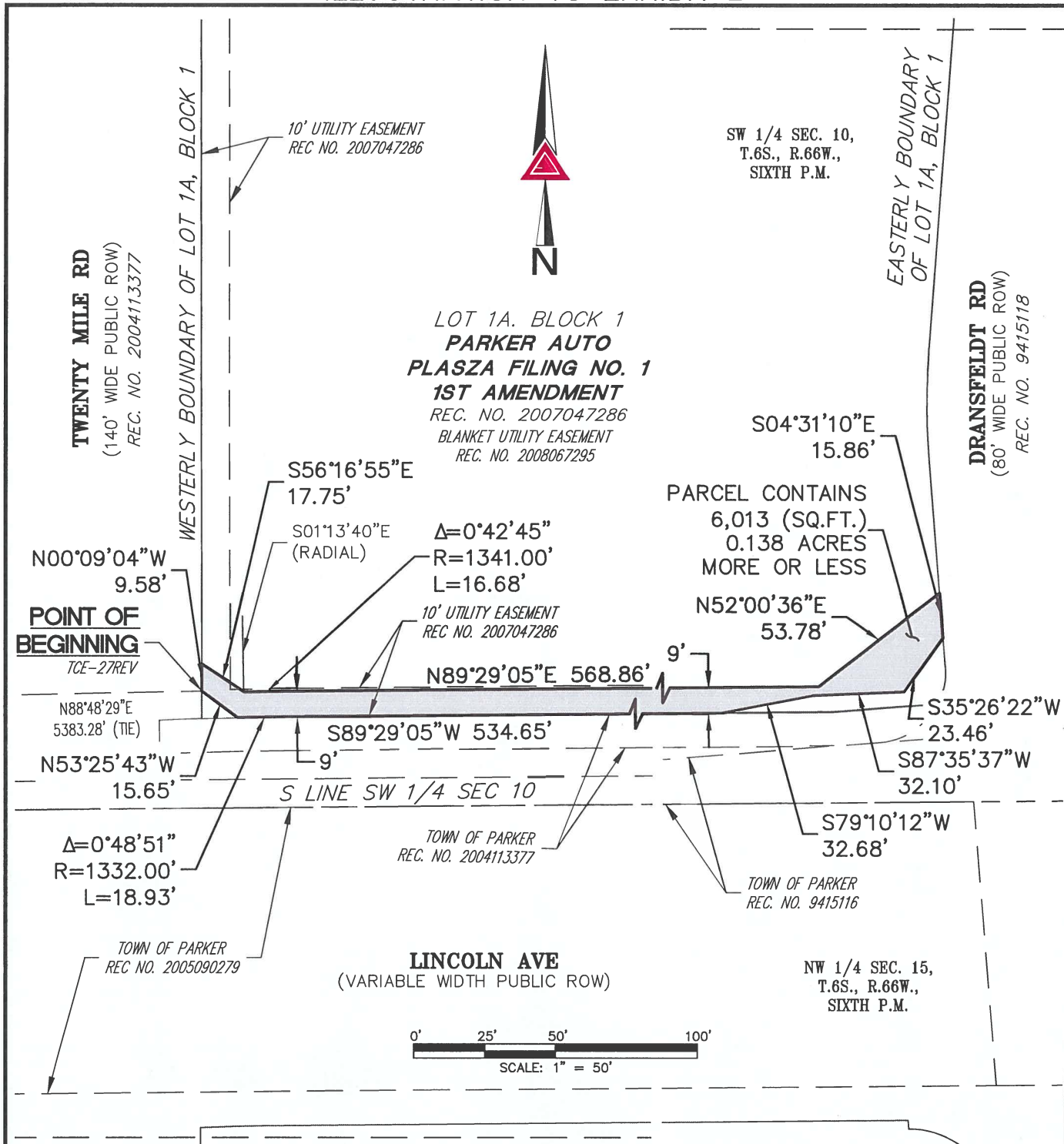
3

OF

4

SHEETS

ILLUSTRATION TO EXHIBIT C



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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

OWG:

RBA

CHK:

ED

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SHEP

TS

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/tllsdn.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.

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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



Q:\12321-07 – Lincoln Ave Widening\Legals
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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.

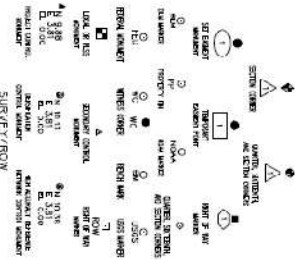
DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1



Q:\12321-07 – Lincoln Ave Widening\Legals

PAGE 2 OF 2

FILED CERTIFICATION:
DEPOSITED THIS _____ DAY OF _____, 2020, AT _____, N.M.,
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 PARKERTOWN OF PARKER
STATE OF COLORADO

LINCOLN AVENUE WIDENING
LEYSTONE 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' 2,000' 3,000' 4,000'

SCALE - 1" = 2000'

NOTE: For a complete list of syntheses used within this set of papers, please refer to the *4-10-1* Standard Synthesis at the Elsevier Reagent and Transformation Atlas Synthesis Publication Portal (<http://www.elsevier.com/locate/elsevieratlas>) dated July 2019 with revision February 2021.

of interpretation was standard procedure until July 2009, with revision February 2011.

WITTE: According to [Crawford] he just must estimate my belief when asked upon my father in the survey with these questions about just divorce and divorce. It is to ensure my own belief that my father in the survey be interpreted more than ten years from the date of divorce from [Crawford].

NOTE: Part C.R. 38-53-06, "All land areas depicted on this line survey plot are U.S. Survey Fee. One Water right: 33.377 U.S. Survey Fee, 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 Sheets.dwg
Horizontal Scale: N/A Vertical Scale: N/A
303 East Merrill Ave., Suite 1
Lechero, CO 80122
Phone 303.713.8799
www.aztecconcrete.com

Sliced Revisions		
Date	Comments	Initials



As Constructed
No Revisions
Revised:
Void:

L. NICOLIN AVENUE WIDENING		ACTEC Project #	
TITLE SHEET		1234567	
Designer: RAL	Structure: X		
Drawing: B&M	Numbers: X		
Sheet Size: 11" x 17"	Sheet Number: 1 of 1		
		Sheet Number: 1 of 1	

INDEX OF SHEETS

Scales of Topical Map Drawings	Plan Sheet	Plan Sheet	Plan Sheet
2:30-2:04	19-50'	19-50'	19-50'
4:30-4:04	19-50'	19-50'	19-50'
5:30-5:04	19-50'	19-50'	19-50'
7:00-7:16	19-50'	19-50'	19-50'
8:30-8:07	19-50'	19-50'	19-50'

3035 or 3047 readings used in the calculations of cordons are based on a grid bounding of 100' by 35' at a distance of 2.5-2.9 feet from the Northwest corner of section 16, covering townships 6 South, Range 66 West, of the Sixth Principal Meridian, and the Northwest Corner of Section 16, Township 6 South, Range 66 West, of the Sixth Principal Meridian, between the sound monuments at shown here. This survey data was obtained utilizing the Trimble VCS New RP network with a least squares adjustment. The derived coordinate values were double checked/field measured throughout the project.

1. The right-of-way site is not a boundary survey of the adjoining property and is prepared for the Order and Department of Transportation purposes only.
2. For the information, ACIC Consultants, Inc. filed on the commitments prepared by Fieldy Method Inc. Company, See sheets L0972-04 for correction numbers and sheeting sheet.
3. Fieldwork was performed by ACIC consultants, Inc. field crew during October 11, 2026 and March 16, 2023.
4. The plan set is subject 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 set. Information contained on this document forming no part of the record shall be void unless the copy bears an original signature of the professional land surveyor having created.
5. The position of the focal measurements taken from the light of way lines were determined to be within an acceptable tolerance of ± 0.001 Feet B survey, $\pm \sqrt{0.01}$ ft at 95% confidence by holding the section lines fixed, unless otherwise noted herein.
6. If the best interest of the general public, the existing right of way lines were reestablished as shown on this plan. It is the responsibility of the user to determine if such action is warranted. In order to avoid creating title claims due to the right of way lines this was not originally recorded, nor did the work measurements that fall within the above described tolerances are corrected to the exact coordinates listed with.
7. I, Paul Ann May, Engineer No. 82530664, dated December 2, 2021 and Celia Ann May, Auditor No. 82530664, dated January 2, 2026 were used to determine that the project was in within "Zone A", "Zone B" and "Zone C" designations.
8. The Surveyor statement shows where data not entered to any unrecorded parcels, or local entities without the written statement (or equivalent) expressly ratify said material as legal interests.

SURVEILLANCE STATEMENT (CON. P. 2)

1. *David E. Davis, a professional land surveyor licensed in the State of Colorado, deposes that he is the County Assessor for the State of Colorado. He deposes that he has reviewed the evidence presented in the above-captioned case and that he is not a guarantor or warrantor of the accuracy of the evidence presented in the above-captioned case.*



 AZTEC CONSULTANTS INC. 300 East Franklin Ave., Suite 1 Lakewood, CO 80127 Phone: 801.711.1898 www.aztecconsultants.com		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	
Sheet Revisions		(R-X) Date Comments Inlets	
 PARKER COLORADO		As Constructed	
No. Revisions:		LINCOLN AVENUE WIDENING	
Revised:		TABULATION OF PROPERTIES	
Designer: BAM		Structuring X	
Detailer: BAM		X	
Sheet Support: TAB SHEETS		Sheet Number: 2 of 2-04	
Valt:		Sheet Number: 2.02	
AZTEC Project #		12321427	

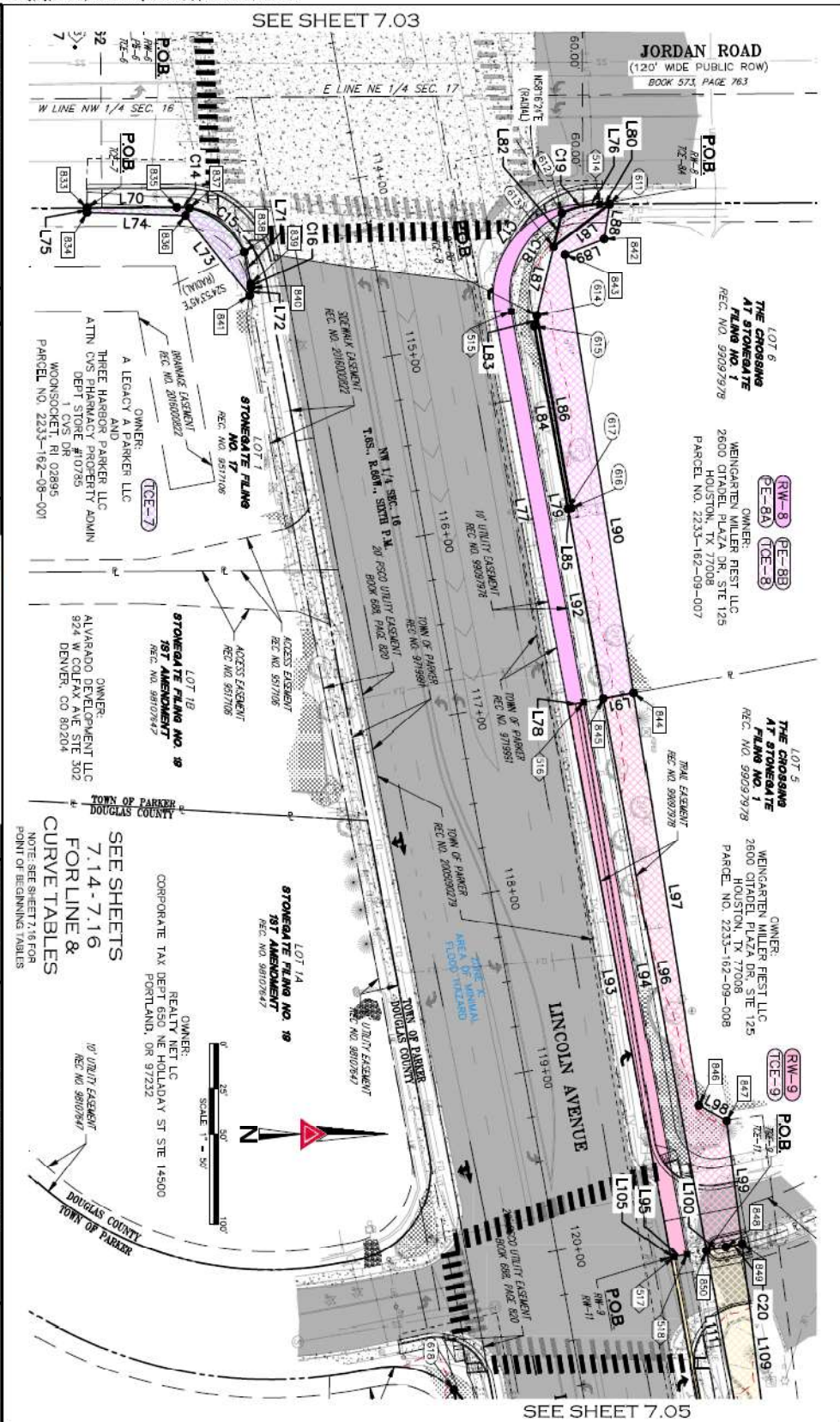




EXHIBIT 1

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

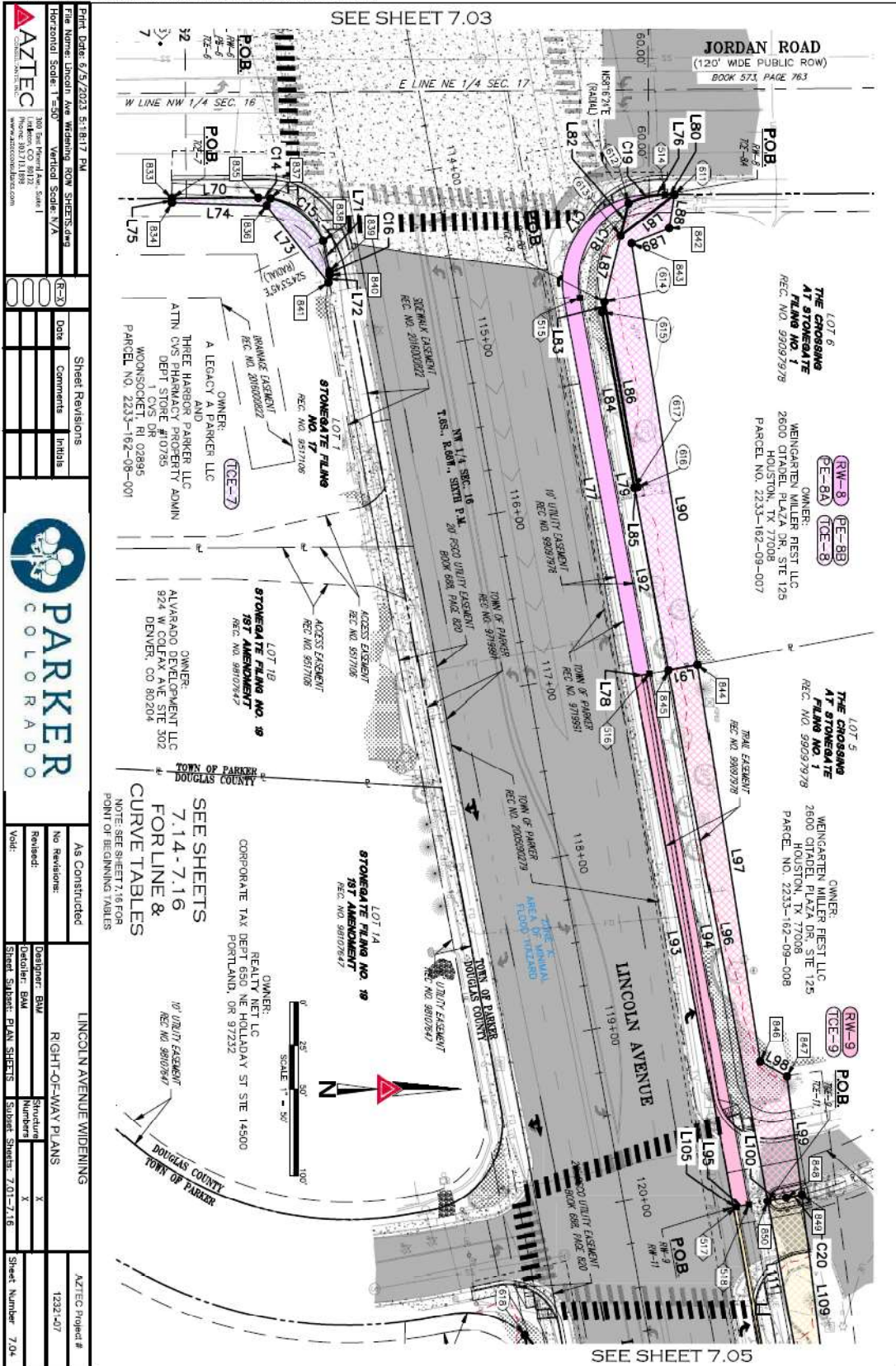
EXHIBIT C

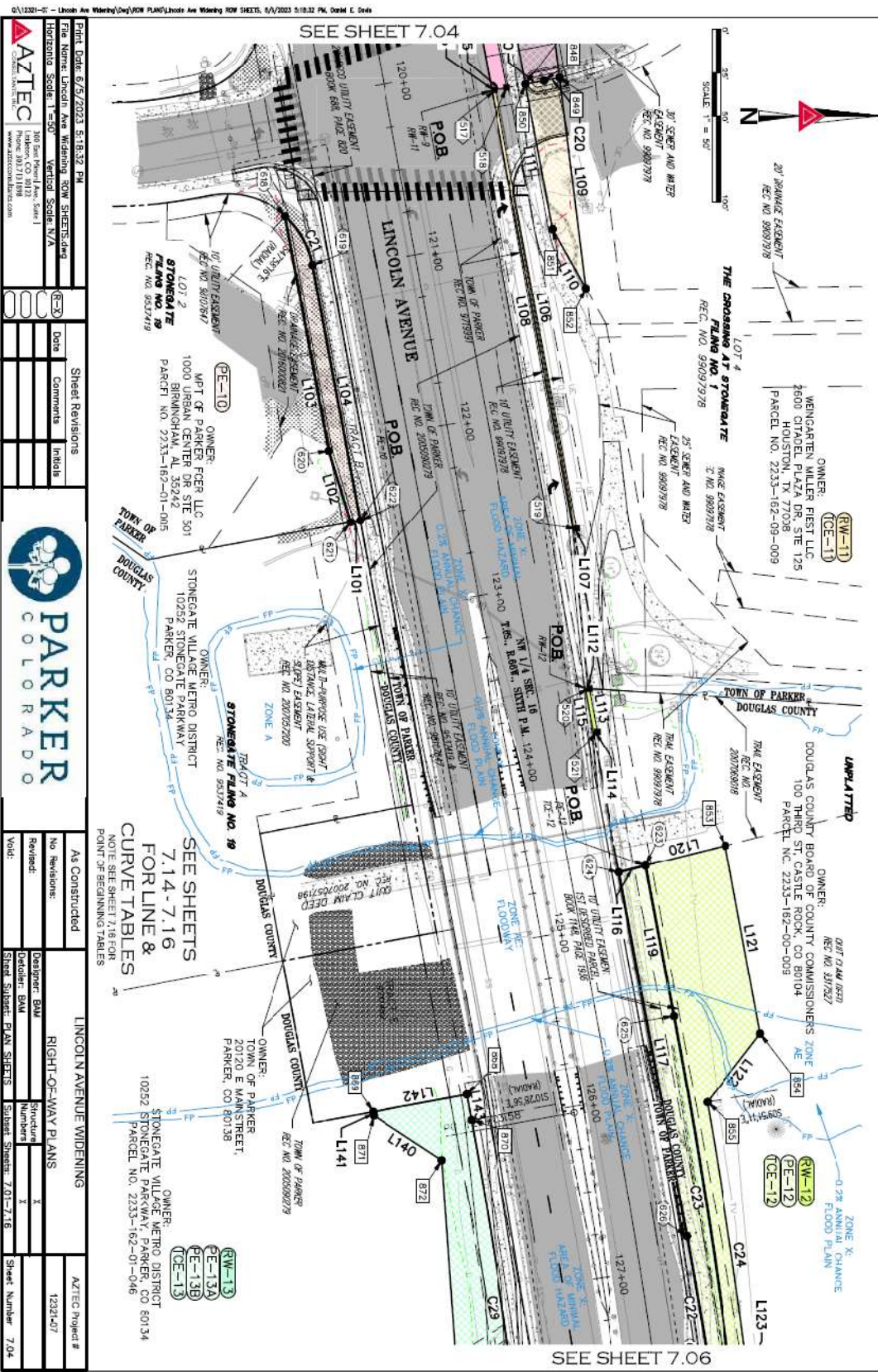
FILING CERTIFICATION:
 DEPOSITED THIS _____ DAY OF _____, 2020, AT _____, CO.,
 IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY
 SURVEYS AT PAGE(S) _____ RECEPTION NUMBER _____
 SIGNED _____ DEPT. _____

04/13/2021-07 - Lincoln Ave Widening/KeyStone Blvd to Parker Road/Section 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 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813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 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1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 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2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2

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-B	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)		3.092 AC (134,688 SF)	3.080 AC (134,173 SF)	N004220-00-10-E3 (3/15/2023)	RIGHT-OF-WAY ACQUISITION
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)				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	
AZTEC		300 Bar Physical Any, Sheet 1		100 Bar Physical Any, Sheet 1		100 Bar Physical Any, Sheet 1	
www.aztec.com		www.aztec.com		www.aztec.com		www.aztec.com	
Sheet Revisions		Date		Comments		Initials	
No Revisions							
Revised							
VAD:							
As Constructed							
LINCOLN AVENUE WIDENING		TABULATION OF PROPERTIES		DESIGNER: BLM		CHECKER: BLM	
		Structure		Numbers		X	
		Sheet		Sheet		Sheet	
		201-204		201-204		201-204	
		AZTEC Project #		1232127			
		Sheet Number		202			





Print Date: 6/5/2023 5:18:32 PM File Name: Lincoln Ave Widening ROW SHEETS.dwg Horizontal Scale: 1"=50' Vertical Scale: N/A AZTEC 1001 E. Main Ave., Suite 1 Littleton, CO 80120 Phone: 303.711.1199 www.aztecinc.com		Sheet Revisions <table border="1"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Comments</th> <th>Initials</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>010</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Rev	Date	Comments	Initials	001				002				003				004				005				006				007				008				009				010			
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LINCOLN AVENUE WIDENING RIGHT-OF-WAY PLANS Designer: BAW Checker: BAW Street Sheet: PLAN SHEETS Sheet Number: 7.04		AZTEC Project # 12321-07																																													

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



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

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**.

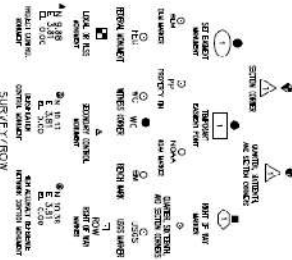
THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.040 ACRES, (1,741 SQUARE FEET), MORE OR LESS.

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



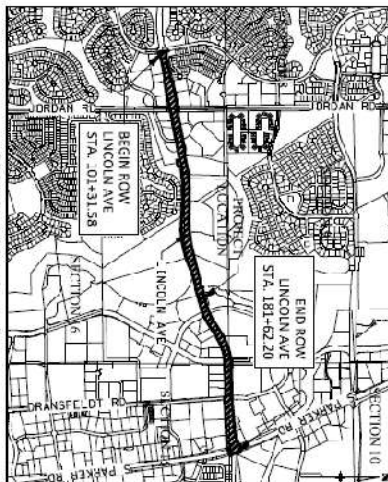
Q:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

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 PARKERTOWN OF PARKER
STATE OF COLORADO
COUNTY OF PARKER, ARIZO

LINCOLN AVENUE WIDENING;
LEYSTONE 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' 2,000'

SCALE - 1" = 2000'

NOTE: For a complete listing of syntheses used within this set of papers, please refer to the *4-Br-2'-* Standard Synthesis of the Chemical Improvement of Temoporfin ACS Synthetic Publications Annual July 2019 with revision February 2021.

of interpretation was standard procedure until July 2009, with results February 2010.

WITTES: According to [Crawford] he just must estimate my legal when asked upon my father in the survey with these years after you had divorce such degree. It is never may any upon based upon my collect in the survey be converted more than ten parts from the degree of effective from hereon.

NOTE: For C.R.S. 38-55-06, all land units depicted on the line survey plot are U.S. Survey Free. One Water right: 38-3776 U.S. Survey Fee, 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 Sheets.dwg
Horizontal Scale: N/A Vertical Scale: N/A
301 East Mineral Ave., Suite 1
Lehi, CO 80120
Phone (303) 713-8991
www.aztecconcrete.com

Sliced Revisions		
Date	Comments	Initials



As Constructed	LINCOLN AVENUE WIDENING			Active Traps #
No Residents	TITLE SHEET			1232 x 407
Revised	Designer: RAL	Survivor Numbers	X	
Notes:	Developer: BMM		X	
	Sheet Size: 11x17	Sheet Number	1 of 1	

SHEET NO. INDEX OF
SHEETS

Series of Original Map Drawings	101	(1) Title Sheet
Mar. 31, 1850 ¹	2.31-2.04	(2) Location of Properties
Mar. 31, 1850 ²	4.31-4.04	(3) Project & Land Survey Control Diagrams
Mar. 31, 1850 ³	5.31-5.04	(4) Monitorsheet Sheet
Mar. 31, 1850 ⁴	7.01-7.16	(5) Plan Sheets
Mar. 31, 1850 ⁵	8.31-8.07	(7) Watership Map

boats or barges/pontons used in the calculations of coefficients are based on a grid pointing of 102°/4.38° at a distance of 25.2/2.99 feet from the Northwest Corner of Section 16, currently containing a South, Kongs & West, of the Sixth Principal Meridian, and the Northwest Corner of Section 16, Township 6 South, Range 66 West, of the Sixth Principal Meridian, between the found monuments at shown herein. This survey data was obtained utilizing the Trimble GPS/RTK network with a least squares adjustment. Find derived coordinates were double checked/field measured throughout the project.

- the right-of-way site is not a secondary survey of the adjoining property and is prepared for two (2) copies to be submitted to the Department of Transportation for its review and approval.
2. For the Information of AECF Consultants, the field on the commitments prepared by Fidelity National Title Company, San Diego 2/01/24 for correction numbers and sheet(s) date.
3. Fidelity title survey was performed by AECF Consultants, Inc. and was dated October 11, 2023 and March 16, 2023.
4. The plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the County of San Diego that the set is the most current. The information provided herein is for informational purposes only and does not constitute a legal opinion or a professional engineering or architectural opinion. The user shall obtain the copy from the original signature of the professional land surveyor herein named.
5. The position of the found monuments along the right of way line was determined to be within an acceptable tolerance of ± 0.0017 feet survey 1/4-1/16" at 95% confidence by holding the section line exact unless otherwise noted herein.
6. It is the best interest of the general public, the safety right of way lines were established on, to provide the best possible information to the right of way line as possible. Therefore it is noted that road and existing land notes that the right of way lines that were not originally recorded at the road corners that fall within the above described tolerances were corrected to the exact corners listed with.
7. Fidelity Title Survey (USCSD0006), dated December 2, 2021 and Fidelity Title Map Number "2021-0006-A" and "2021-0006-B" were used to determine that the project area is within "Zone 1" of "Zone A" and "Zone B" designations.
8. The San Diego County water does not extend to any unrecorded parcels, or legal entities without the written statement (or endorsement) expressly stating said parcels or legal entities.

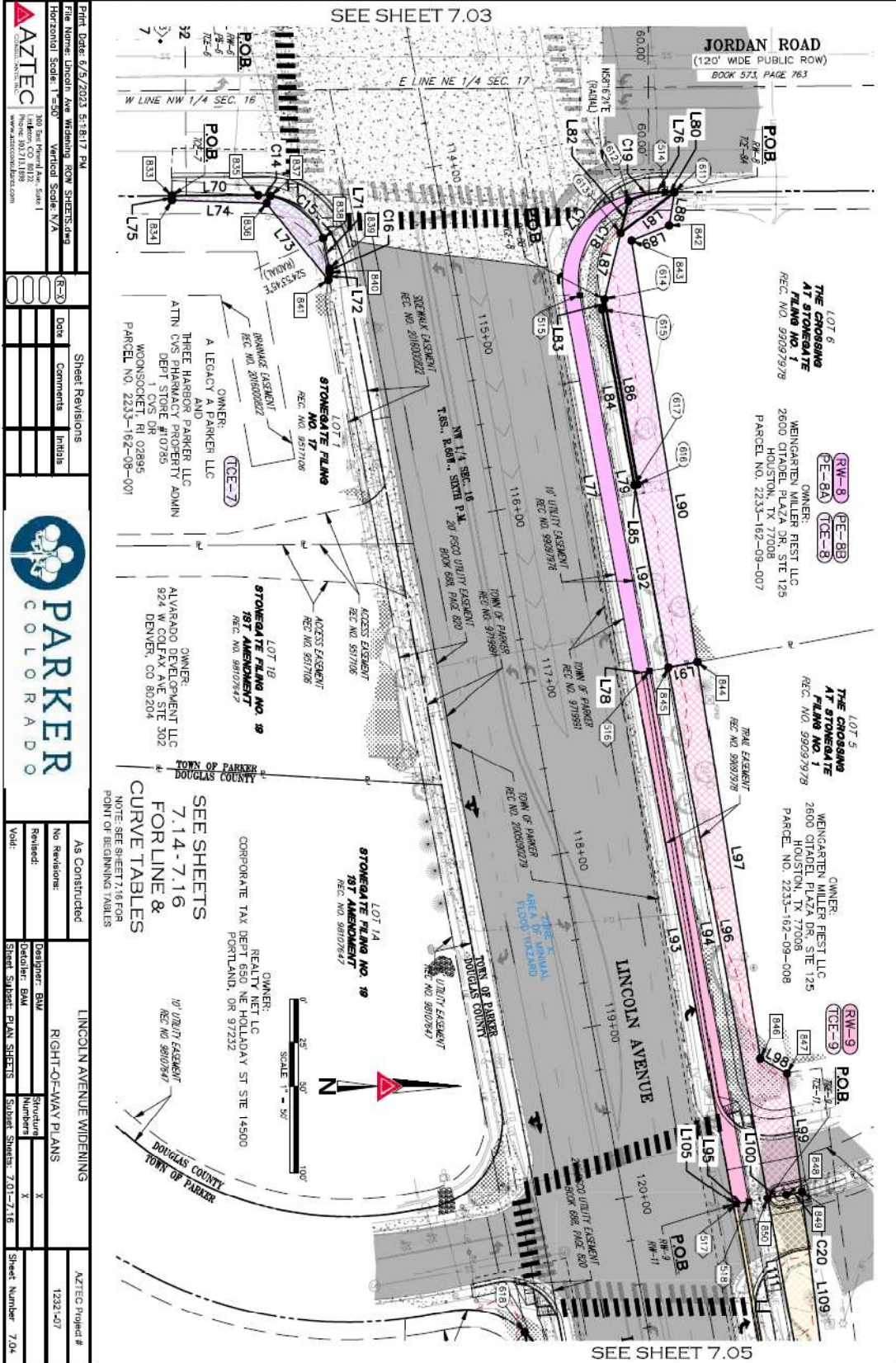
SURVEILLANCE STATEMENT (NOM P. 20)

L. Loree E. Davis, a professional land surveyor licensed in the State of Colorado, she hereby attests to the truth and accuracy that based upon my knowledge, information and belief. The research, calculations and evaluation of the survey evidence were performed, and the Right-of-Way was prepared under my responsible charge in accordance with applicable standards of practice defined by Colorado State Board of Professional Land Surveyors.

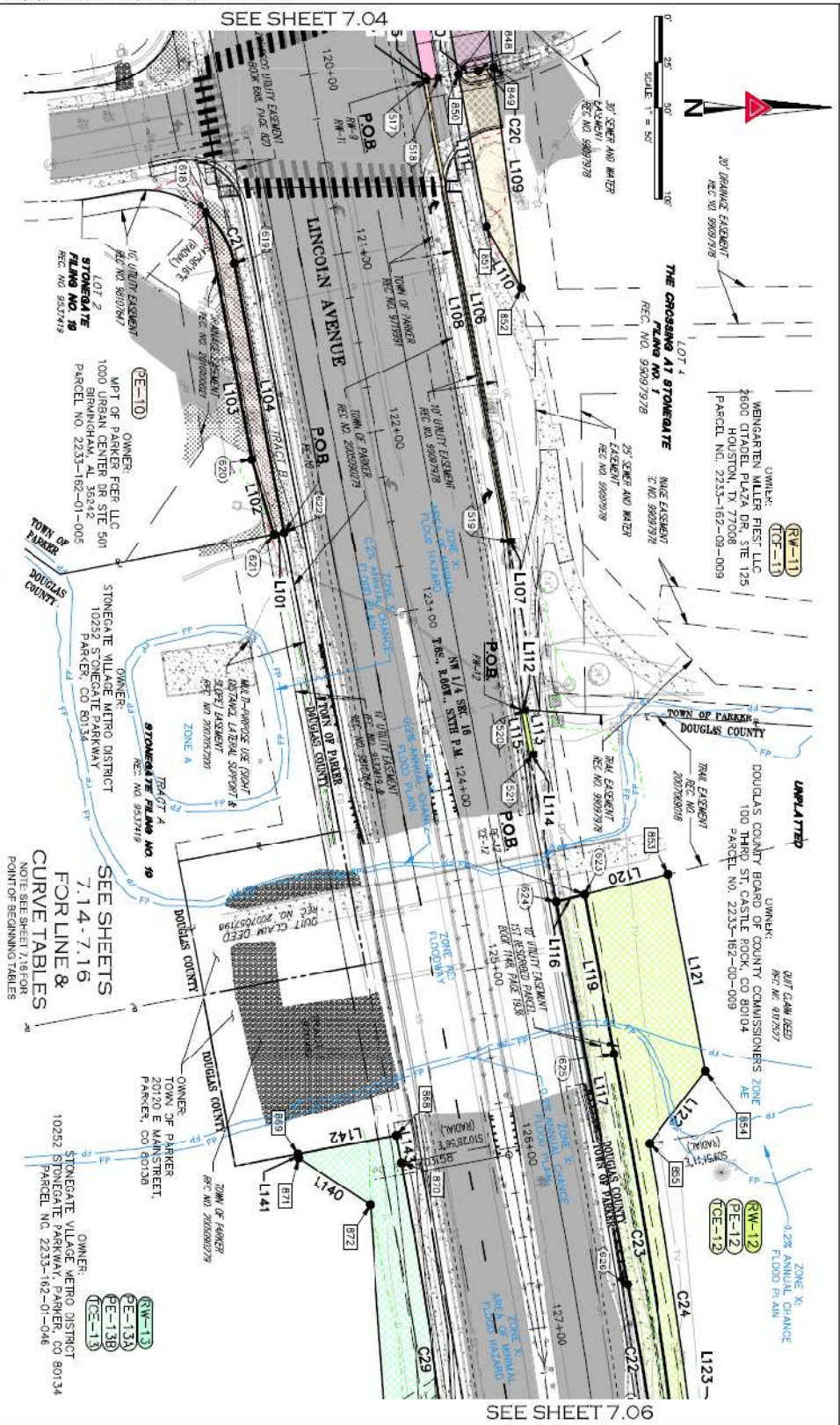
Legal statement is not a guaranty or warranty, either expressed or implied.



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)	3.050 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



 	
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Request for Town Council Action

Date: November 18, 2024
Submitted By: Nathan Klass, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **SIDEWALK BETWEEN PILGRIMS PLACE AND MAINSTREET**
Department: **Engineering and Public Works, Nathan Klass**

EXECUTIVE SUMMARY

This ordinance proposes vacating a public sidewalk easement provided by JAWSS Partnership for pedestrian egress. This easement 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. 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. The easement amendments will also 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
2. Resolution No. 24-058

RECOMMENDED MOTION

I move to approve Ordinance No. 1.93.1 on second reading.

I move to approve Resolution No. 24-058 on the regular 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.

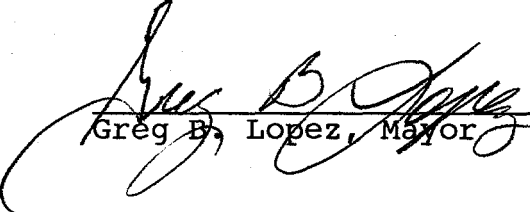
Section 2. The Town Council of the Town of Parker hereby authorizes the Mayor to sign an easement which is attached hereto as **Exhibit E** and incorporated herein by this reference, which will grant an easement across the property described in Exhibit B to the Town for pedestrian access.

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.

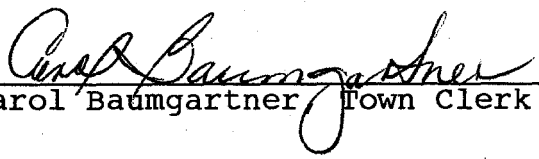
Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

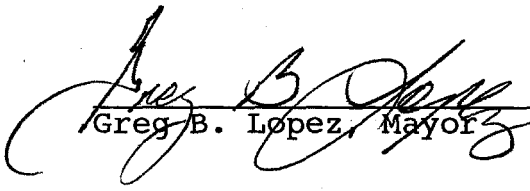
INTRODUCED AND PASSED ON FIRST READING this 25th day of march, 1996.


Greg B. Lopez, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

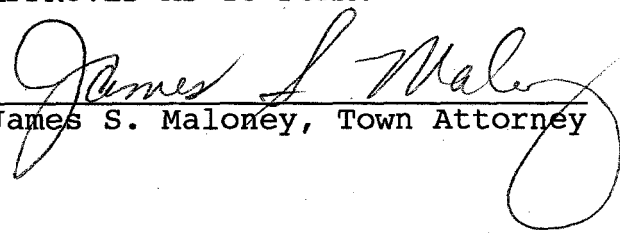
ADOPTED ON SECOND AND FINAL READING this 1st day of April, 1996.


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;

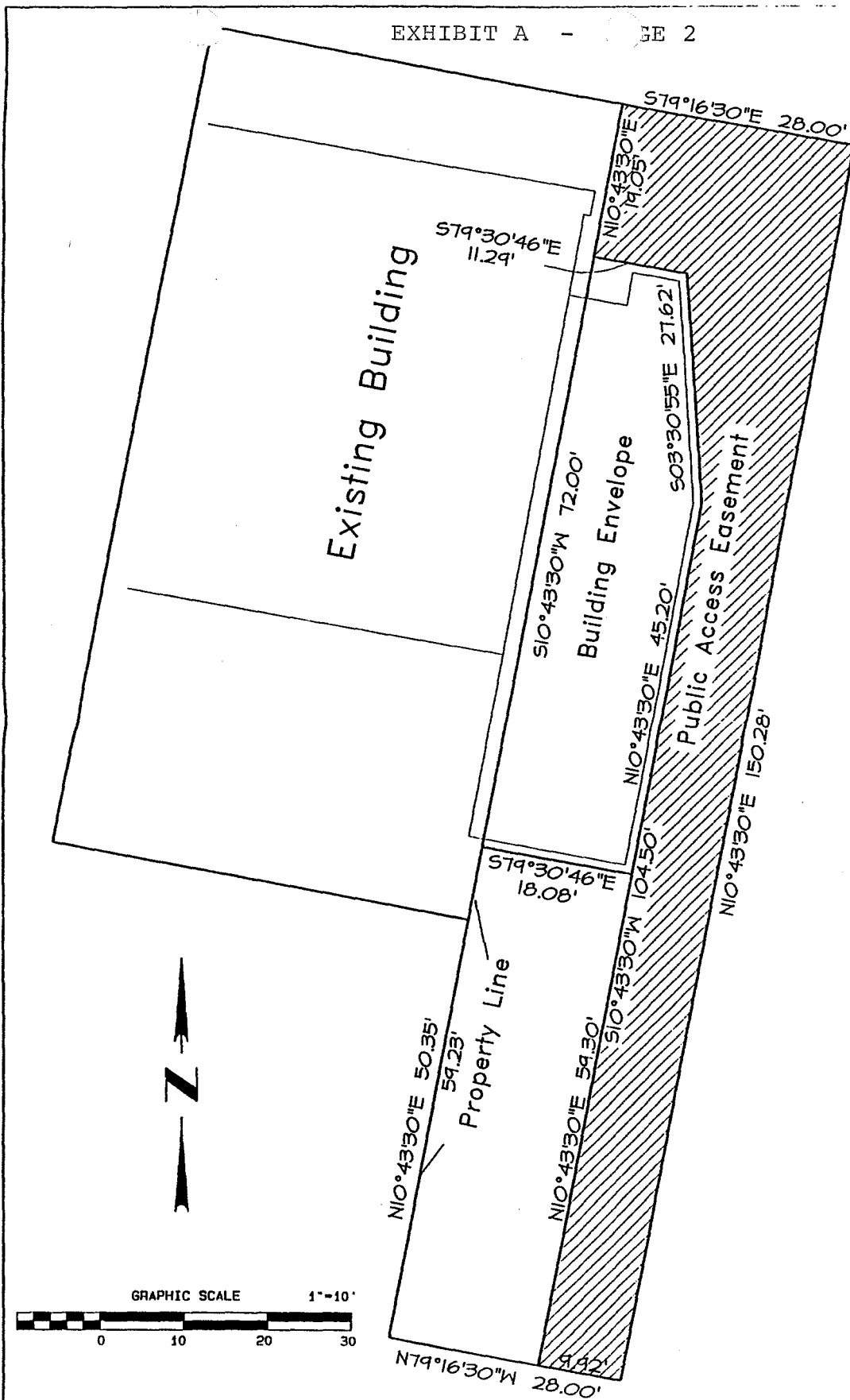
Thence S $79^{\circ}30'46''$ E a distance of 18.08 feet;

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

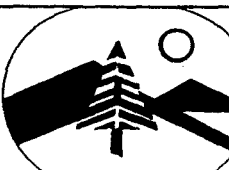
Thence N $03^{\circ}30'55''$ W a distance of 27.62 feet;

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
 COASTAL PIA JECTA 1800000000

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 APYD.	TITLE Access Exhibit In Sec. 22, T6S, R66W, 6th PM, Douglas Co. CLIENT WARHORSE JOB NUMBER 86-505 Sheet 1 of 1
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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, its 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

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.

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

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

Buyer's Address 19420 E. Mainstreet Parker, Co. 80134
Town of Parker, Colorado

Greg B. Jones
Seller _____, Mayor
Date of Seller's signature _____, 19____

Carol Baumgartner
Seller Carol Baumgartner, Town Clerk
Date of Seller's signature _____, 19____

Seller's Address 20120 East Mainstreet, Parker, Colorado, 80134

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

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

RESOLUTION NO. 24-058, Series of 2024

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC
SIDEWALK EASEMENT FROM 19420 MAIN LLC FOR LOT 1, PARKER
GARAGE SUBDIVISION**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from 19420 Main LLC for Lot 1, Parker Garage Subdivision;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from 19420 Main LLC for Lot 1, Parker Garage Subdivision, as provided in the Amended and Restated Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

AMENDED AND RESTATED PUBLIC SIDEWALK EASEMENT

THIS AMENDED AND RESTATED PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2024, between 19420 Main LLC, a Colorado limited liability company, whose legal address is 19420 E Mainstreet, Parker, CO 80138 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee," hereinafter referred to as the "Town").

RECITALS

A. The Town entered into that Easement Agreement with JAWSS Partnership (the "Original Grantor"), dated on or about March 27, 1996, and which was recorded in the Douglas County real property records at Reception No. 9630791, for the construction, reconstruction, repair, replacement, operation, and maintenance of a public pedestrian access way across a portion of the Easement Property, as defined below (the "1996 Easement").

B. The Town entered into that Public Sidewalk Easement with the Original Grantor, dated June 4, 2007, and which was recorded in the Douglas County real property records at Reception No. 2007046721, for public sidewalk purposes (the "2007 Easement") upon the surface of a portion of the Easement Property, which overlaps with the easement granted in the 1996 Easement.

C. The Original Grantor conveyed the Easement Property to Brent Walker on January 24, 2014, who then deeded the Easement Property to the Grantor on February 20, 2014, subject to the 1996 Easement and the 2007 Easement.

D. The Town terminated the 1996 Easement by Ordinance No. 1.93.1, which was approved by Town Council on November 18, 2024.

E. The parties desire to amend and restate the 2007 Easement to clarify the property subject to this Easement Agreement, and to add provisions permitting the Town to install and maintain pedestrian lighting, planter boxes, and an existing monument sign.

F. The Grantor is willing to amend and restate the 2007 Easement to convey an easement to the Town for the purposes described in this Easement Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor does hereby convey the easement rights described as follows:

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 a nonexclusive easement (the "Easement") for a public sidewalk, pedestrian lighting, an existing monument sign, and

planters, which are more particularly described in **Exhibit B**, attached hereto and incorporated herein (the "Facilities"). The Easement granted by the Grantor includes the construction, maintenance, repair, removal and replacement of such sidewalk and Facilities, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property"). The Town shall have the right to remove impediments to the operation of a minimum eight-foot (8') pedestrian corridor and maintenance of the Easement Property. The Town further agrees that all activities conducted by the Town which may disturb the Easement Property, including construction, operation, maintenance, and removal, will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property. The locations of the sidewalk, pedestrian lighting, planter boxes, and monument sign are provided in **Exhibit C**, which is attached hereto and incorporated herein.

2. Unencumbered Title. Grantor warrants that it has good and merchantable title to the Easement Property and has the full right and lawful authority to grant the Easement. Further, Grantor warrants, promises, and agrees to defend the Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the Easement Property or Grantor's right to grant the Easement.

3. Infringement and Correction. The Town is hereby given and granted possession of the above-described Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Easement Property. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

4. Obligations of the Town.

a. The Town shall maintain the public sidewalk and pedestrian lighting within the Easement Property in good condition at all times. The Town shall protect the Easement Property from damage caused in whole or in part by acts or omissions of the Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents.

b. All work performed by the Town on the property of the Grantor shall be done with care in a workmanlike manner and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

c. The Town shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource, Conservation and Recovery Act ("RCRA"),

including, but not limited to asbestos, and/or urea, formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property or any other lands owned by Grantor. Any hazardous, toxic, or flammable substances used by the Town, its employees, agents, contractors, subcontractors, successors, assigns, or lessees, shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to the protection of health or the environment.

5. Obligations of the Grantor. The Grantor shall provide all necessary power for the pedestrian lighting installed by the Town within the Easement Property. Additionally, the Grantor shall maintain all planter boxes within the Easement Property in good condition at all times, including any vegetation within the planter boxes.

6. Retained Rights. Grantor shall have all rights to the Easement Property not conveyed hereby.

7. Abandonment. The Easement shall revert to the owner(s) of the Easement Property one year after abandonment and nonuse of the Easement Property for sidewalk, lighting, and planter box purposes by the Town or its successors and assigns. Nonuse shall not constitute abandonment of the Easement and other rights granted herein and shall not be grounds for termination of this Easement Agreement. Only the Town may terminate this Easement Agreement by providing notice of its abandonment of the Easement and consequent termination of this Easement Agreement to the Grantor.

8. 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 Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk and Facilities.

9. Grantor Defined. The term "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees, and assigns of the owners of the land through which the Easement runs, or the respective owners from time to time of portions thereof.

10. 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.

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

12. Notices. Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail, when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the

United States Mail; or (iii) overnight carrier service or personal delivery, when received. Notice shall be given to the parties at the following addresses:

To the Town (send to all): Town of Parker
Attn: Engineering/Public Works Director
20120 E. Mainstreet
Parker, Colorado 80138
Publicworks@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
21020 E. Mainstreet
Parker, Colorado 80138
Contracts@parkeronline.org

To the Grantor: 19402 Main LLC
Attn: Brent Walker
19402 E. Mainstreet
Parker, Colorado 80138
walker@parkeronline.org

13. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens, and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This Easement Agreement constitutes all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter hereof.

c. This Easement Agreement shall be of no force and effect until it is duly and validly executed by all the parties hereto.

[Remainder of the page intentionally left blank.]

Executed and delivered the day and year first above written.

**GRANTOR: 19420 MAIN LLC, a Colorado
limited liability company**

[Signature]
Brent Walker, Member

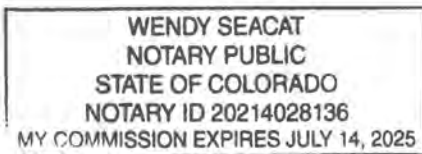
STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5 day of November, 2024, by Brent Walker, as Member of 19420 Main LLC, a Colorado limited liability company.

My commission expires: July 14, 2025

(S E A L)

Wendy Seacat
Notary Public



GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

DESCRIPTION OF THE EASEMENT PROPERTY

Description

A permanent easement situated in Lot 1, Parker Garage Subdivision recorded at Reception Number 2014055602, Douglas County Clerk and Recorder's Office Records, in the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, being more particularly described as follows.

COMMENCING at the North Quarter Corner of said Section 22,
thence South 0°13'03" East, along the west line of Northeast Quarter of Section 22, a distance of 1276.34 feet;
thence South 79°16'30" East a distance of 620.78 feet to the northwest corner of said Lot 1;
thence South 79°16'30" East, along the northerly lot line of said Lot 1, a distance of 78.13 feet to the northeast corner of said Lot 1, also being the **TRUE POINT OF BEGINNING**;

thence South 10°43'30" West, along the easterly lot line of said Lot 1, a distance of 150.28 feet;
thence North 79°16'30" West, along the southerly lot line of said Lot 1, a distance of 13.50 feet;
thence North 10°43'30" East a distance of 13.01 feet;
thence North 38°28'20" East a distance of 5.37 feet;
thence North 10°43'30" East a distance of 40.86 feet;
thence South 78°43'47" East a distance of 1.32 feet;
thence North 11°17'56" East a distance of 48.22 feet;
thence North 2°35'37" West a distance of 18.03 feet;
thence North 22°52'46" West a distance of 2.52 feet;
thence North 10°43'30" East a distance of 23.81 feet to said Northerly lot line;
thence South 79°16'30" East, along said Northerly lot line, a distance of 14.75 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described permanent easement contains 1,717 square feet or 0.039 acres, more or less.

The purpose of the above described permanent easement is for the construction, operation, and maintenance of a pedestrian sidewalk, lighting fixtures, electrical cables, electrical appurtenances.

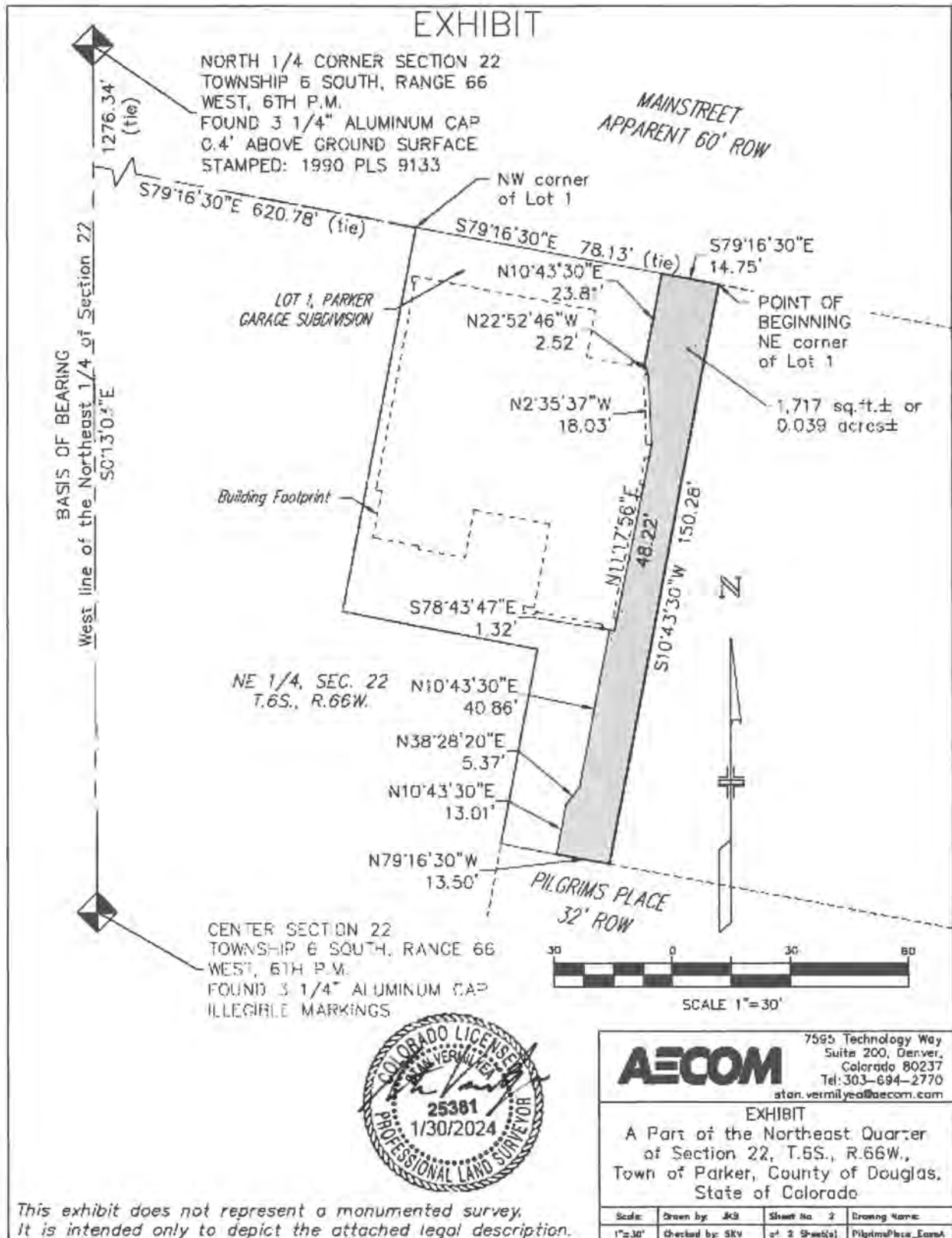
BASIS OF BEARING: Bearings are based upon the west line of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said line having been found to bear South 0°13'03" East. The North Quarter Corner of said Section 22 is a 3-1/4" aluminum cap 0.4' above ground surface stamped: 1990 PLS 9133. The Center of said Section 22 is a 3-1/4" aluminum cap with illegible markings.

Prepared by:
Stan Vermilyea, P.L.S. 25381
For and on the behalf of AECOM
7595 Technology Way, Suite 200,
Denver, CO 80237



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EXHIBIT



This exhibit does not represent a monumented survey.
 It is intended only to depict the attached legal description.

EXHIBIT B

DESCRIPTION OF THE FACILITIES

Planter Boxes

- One 14' x 1'8" x 2'8" Anova Modular Planter
- Two 10' x 10" x 2'8" Anova Modular Planters

Pedestrian Lighting

- Six 10' tall Providence-Style Light Poles

Monument Sign

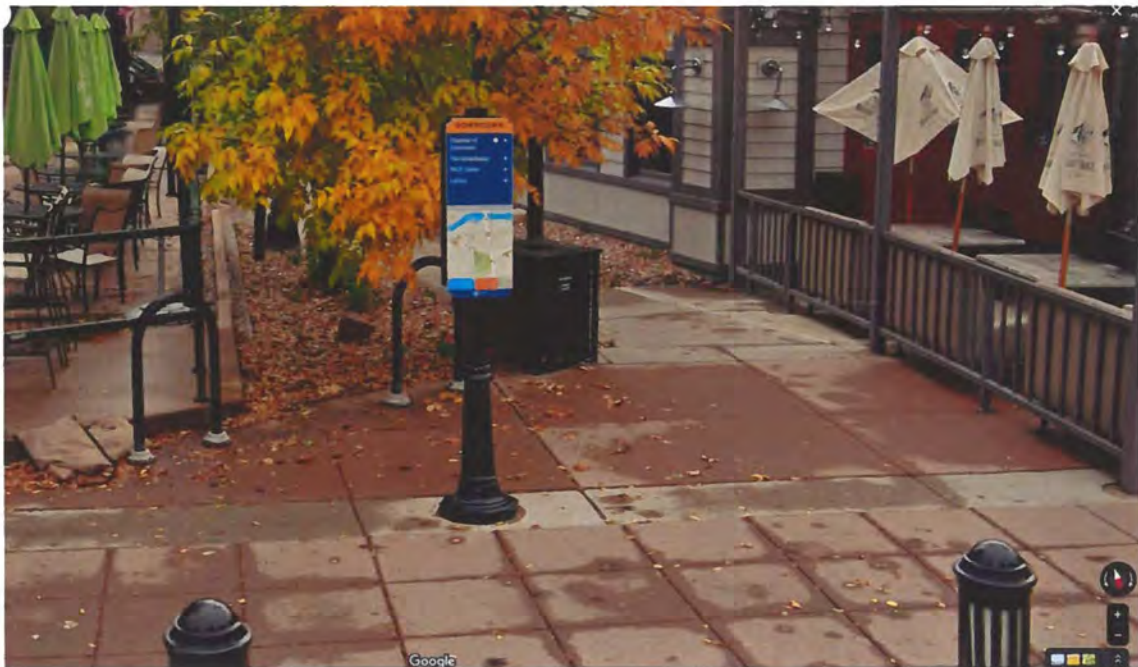
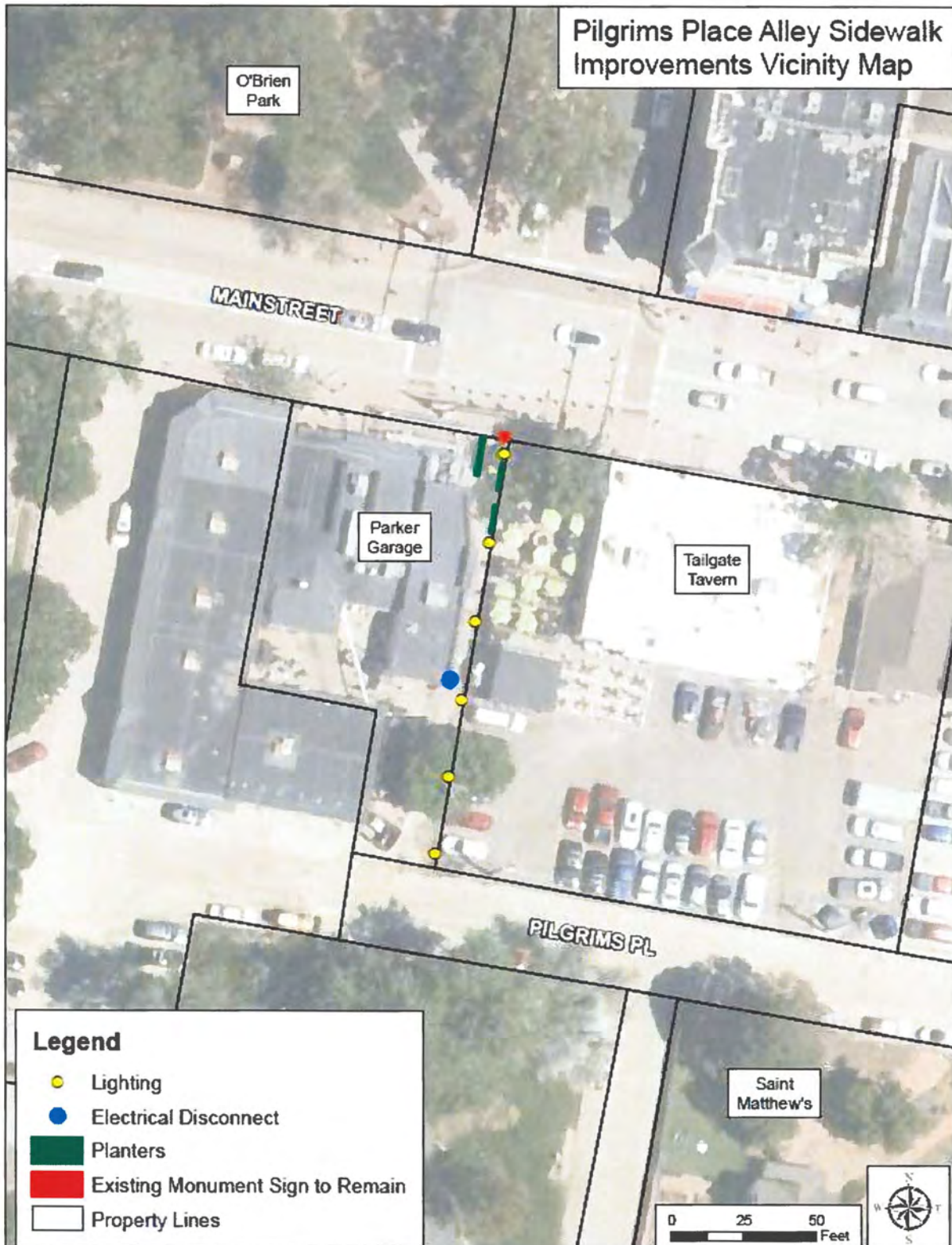


EXHIBIT C
VICINITY MAP





Request for Town Council Action

Date: November 18, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.634 - 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 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

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 nearing completion of the final design of the Stroh Road Widening project which includes widening Stroh Road between J Morgan Boulevard and Crowfoot Valley/Motsenbocker Road. The project also includes the extension of J Morgan Boulevard to the south of the existing intersection. 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 a right-hand turn lane. 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

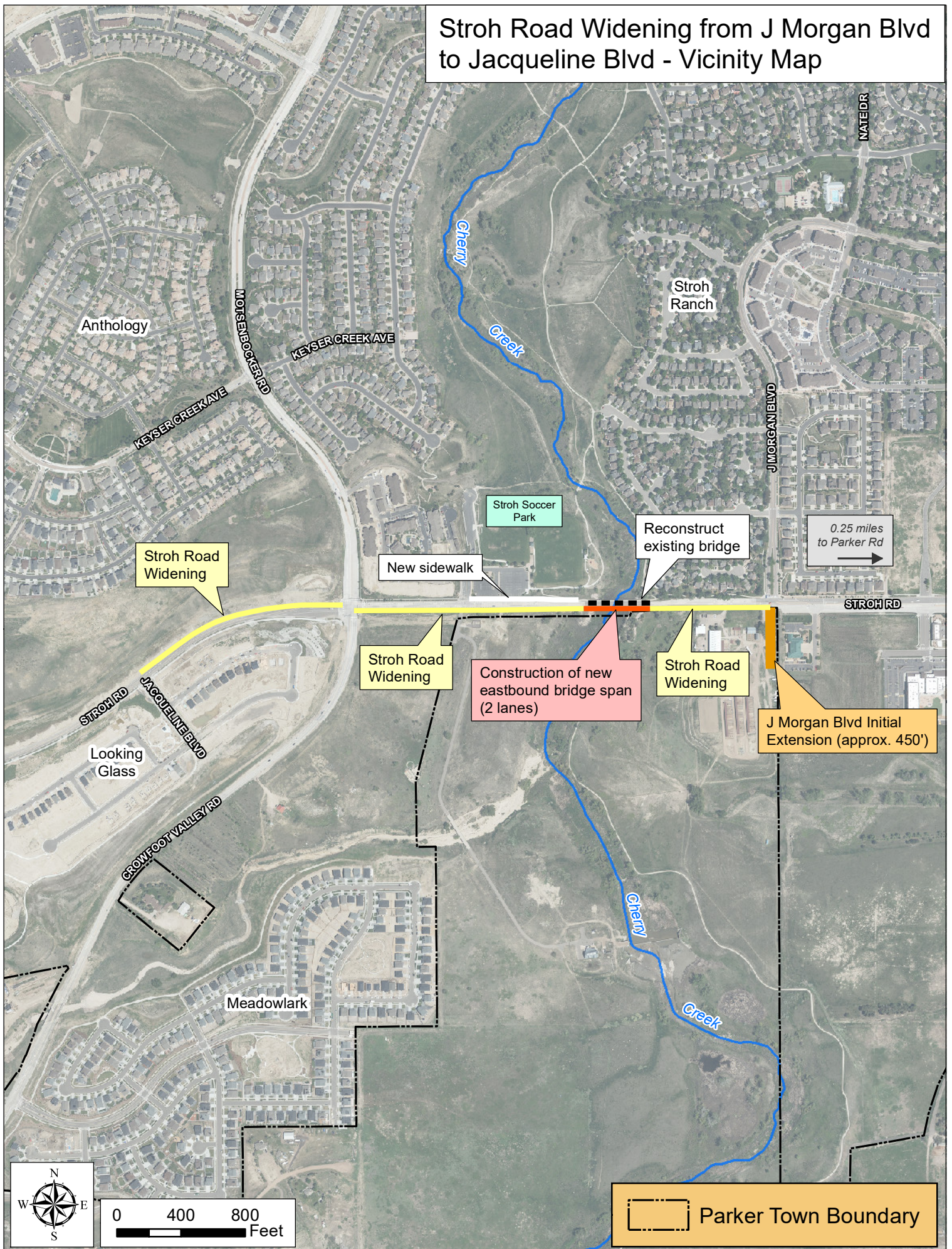
ATTACHMENTS

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 second reading.

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 18, 2024

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Stroh Road Widening Project Undergrounding Power Lines (CIP23-033)**

Amount: \$1,389,190

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

This agenda item is for the approval of a contract with CORE Electric Cooperative (formerly IREA) to convert existing overhead power lines to an underground configuration related to the proposed Stroh Widening project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is nearing completion of the design of the Stroh Road widening project. This project will construct two additional lanes on Stroh Road, an additional bridge over Cherry Creek, and the extension of J Morgan Blvd to the south of the existing intersection.

There are existing overhead CORE power lines that run from east to west along the south side of Stroh Road. To accommodate the proposed roadway widening, the decision was made to convert the existing overhead power lines to an underground configuration versus simply moving them and remaining overhead. This conversion project will include approximately one half mile of power line conversion to underground spanning from J Morgan Blvd to Crowfoot Valley Road and under Cherry Creek. The work will also include multiple meter pedestals for future and existing traffic signals and median lighting in the area. These overhead power lines are owned by CORE and work affecting them must be completed by CORE. CORE provided the design and cost estimate for the work and intends to subcontract to one of their approved contractors.

FINANCIAL IMPACT

Funding for this work is secured in the Highway and Streets Capital Projects fund (301-4310).

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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