



PARKER AUTHORITY FOR REINVESTMENT AGENDA
April 6, 2026
Immediately following the Adjournment of the Town Council Meeting at
13939 Ancestry Driver (Parker Water & Sanitation District)

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

A. December 1, 2025 Minutes

3. PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)

4. RESOLUTIONS

A. RESOLUTION NO. 2026-01

A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Staff: P3 and Economic Development Director, Weldy Feazell

B. RESOLUTION NO. 2026-02

A Resolution Authorizing the Execution of the Estoppel Certificate by the Parker Authority for Reinvestment Concerning the Morning Star Lot 1A Redevelopment Agreement.

Staff: P3 and Economic Development Director, Weldy Feazell

C. RESOLUTION NO. 2026-03

A Resolution Authorizing the Execution of the Estoppel Certificate by the Parker Authority for Reinvestment Concerning the Morning Star Lot 2A Redevelopment Agreement.

Staff: P3 and Economic Development Director, Weldy Feazell

5. ADJOURNMENT

**PARKER AUTHORITY FOR REINVESTMENT
MINUTES
DECEMBER 1, 2025**

CALL TO ORDER AND ROLL CALL

Chair Joshua Rivero called the meeting to order at 7:30 p.m. with all members present, except for Anne Barrington.

APPROVAL OF MINUTES – July 7, 2025

Brandi Wilks moved and Todd Hendreks seconded to approve the minutes from July 7, 2025.

A roll call vote was taken:

Todd Hendreks - yes

Brandi Wilks - yes

Joshua Rivero - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC COMMENTS

None.

PUBLIC HEARING

RESOLUTION NO. 25-06

A Resolution to Adopt the 2026 Parker Authority for Reinvestment Budget

Staff: Chris Fiandaca, Treasurer

Chair Rivero opened the Public Hearing at 7:31 p.m.

Passage of this Resolution adopted the 2026 Parker Authority for Reinvestment Budget.

Public Comments: None.

Chair Rivero closed the Public Hearing at 7:33 p.m.

Erik Frandsen moved and Brandi Wilks seconded to approve Resolution No. 25-06.

A roll call vote was taken:

Todd Hendreks - yes

Brandi Wilks - yes

Joshua Rivero - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta – yes

The motion was approved unanimously.

ADJOURNMENT

Chair Rivero adjourned the meeting at 7:34 p.m.

Chris Vanderpool, Clerk

Joshua Rivero, Chair



Request for Authority Board Action

Date: April 6, 2026

Submitted By: Weldy Feazell, Director

Reviewed By: Michelle Kivela, Executive Director

Title: **RESOLUTION NO. 2026-01**
A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
Staff: **P3 and Economic Development Director, Weldy Feazell**

EXECUTIVE SUMMARY

The Parker Authority for Reinvestment Board (PAR) designates a public location for posting meeting notices annually, as required by state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PAR is required by the Colorado Open Meetings Law to set the public posting location for meeting notices. This resolution designates <https://parkerco.gov> as the posting location for all PAR meeting notices. PAR may also post at the Town Hall or on PAR social media accounts. If there is a known outage or an emergency meeting, PAR will post a physical notice on the bulletin board at Town Hall.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution No. 2026-01

RECOMMENDED MOTION

I move to approve Resolution No. 2026-01.

PAR RESOLUTION NO. 2026-01

TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PARKER AUTHORITY FOR REINVESTMENT, AS FOLLOWS:

Section 1. The Board of Commissioners of the Parker Authority for Reinvestment (PAR), in compliance with C.R.S. § 24-6-402(2)(c) of the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* hereby designates the Town of Parker website at <https://parkerco.gov> as the official place for posting notices. PAR may additionally post notices at the Town Hall of the Town of Parker, and any PAR social media accounts. If there is a known outage or an emergency meeting, the Town may post a physical notice at the Town Hall of the Town of Parker.

RESOLVED AND PASSED this _____ day of _____, 2026

Joshua Rivero, Chair

ATTEST:

By: _____
Chris Vanderpool, Clerk



Request for Authority Board Action

Date: April 6, 2026

Submitted By: Weldy Feazell, Director

Reviewed By: Michelle Kivela, Executive Director

Title: **RESOLUTION NO. 2026-02**
A Resolution Authorizing the Execution of the Estoppel Certificate by the Parker Authority for Reinvestment Concerning the Morning Star Lot 1A Redevelopment Agreement.

Staff: **P3 and Economic Development Director, Weldy Feazell**

EXECUTIVE SUMMARY

The requested action authorizes the Parker Authority for Reinvestment to execute an estoppel certificate related to the Morning Star Lot 1A Redevelopment Agreement.

An estoppel certificate is a standard document used in real estate transactions to confirm the current status of an existing agreement. In this case, it verifies that the redevelopment agreement remains in effect, the property is in compliance, and there are no known defaults or disputes.

It also confirms that all financial obligations under the agreement have been fully satisfied, including reimbursement to the developer.

Approval of this item does **not** amend, modify, or change the redevelopment agreement in any way. It simply confirms the current status for the benefit of a buyer, lender, and title company as part of a property transaction.

The Estoppel Certificate is common in commercial real estate transactions and helps facilitate financing and transfer of ownership. It does not create any new obligations for the Town or the Authority and does not alter the terms of the existing redevelopment agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Morning Star Lot 1A property is governed by a redevelopment agreement originally approved in 2011 and amended in 2014.

The project has been completed in accordance with the agreement, and all required improvements have been accepted. The developer has received approximately \$404,002 in tax increment reimbursement, and the maximum reimbursement amount has been paid in full, with no remaining balance owed.

The estoppel certificate is being requested as part of a routine property transaction. It provides confirmation to the buyer, lender, and title company that:

- The redevelopment agreement remains valid and unchanged
- The property is in compliance with the agreement
- There are no known defaults, disputes, or outstanding obligations
- All financial obligations under the agreement have been fully satisfied

The Estoppel Certificate is common in commercial real estate transactions and helps facilitate financing and transfer of ownership. It does not create any new obligations for the Town or the Authority and does not alter the terms of the existing redevelopment agreement.

This is the second sale of this property; the developer sold the property in 2019.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution No. 2026-02
2. Morning Star Parker - Estoppel - Redevelopment Agreement (PAR - Lot 1A)

RECOMMENDED MOTION

I move to approve Resolution No. 2026-02.

PAR RESOLUTION NO. 2026-02

TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF THE ESTOPPEL CERTIFICATE BY THE PARKER AUTHORITY FOR REINVESTMENT CONCERNING THE MORNING STAR LOT 1A REDEVELOPMENT AGREEMENT

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment that:

Section 1. The Board of Commissioners hereby authorizes the execution of the Estoppel Certificate by the Parker Authority for Reinvestment attached hereto as **Exhibit A**, and the Chairman of the Authority is authorized to execute the same on behalf of the Authority.

RESOLVED AND PASSED this ____ day of _____, 2026

Joshua Rivero, Chair

ATTEST:

By: _____
Chris Vanderpool, Clerk

EXHIBIT A

ESTOPPEL CERTIFICATE

With respect to the property more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Authority"), pursuant to that certain Parker Authority for Reinvestment Redevelopment Agreement, dated December 5, 2011, by and between the Authority and MSSL-MAINSTREET, LLC, as amended by that certain First Amendment to Redevelopment Agreement recorded on April 11, 2014, at Reception No. 2014017827 in the Official Records of Douglas County, Colorado (as amended and/or assigned, the "Agreement"), to the best of the Authority's knowledge after review of the records of the Authority represents to HWREP I PARKER PROPCO, LLC, a Delaware limited liability company, and its successors and assigns (collectively, "Purchaser"), Purchaser's lender with regard to the Property ("Lender"), and Title Company (as defined below), as follows:

1. The terms and provisions of the Agreement are unmodified and are in full force and effect except as follows: none
2. Other than as described above, there are no amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort relating to the Agreement.
3. The Authority has been duly formed, is validly existing and in good standing, and is authorized to conduct business in the State of Colorado.
4. To the Authority's knowledge, information and belief without duty of inspection, the Property is in compliance with the terms and conditions of the Agreement, and the Authority knows of no facts or circumstances existing which after notice or passage of time would constitute a default by the owner of the Property or the Property under the Agreement.
5. The undersigned hereby confirms that the current Developer, as defined in the Agreement, is: MSSL-Mainstreet, LLC (the "Developer").
6. To the Authority's knowledge, information and belief without duty of inspection, all work and improvements performed on the Property to date have been performed in compliance with the terms and conditions of the Agreement, and the Development Project, including all Eligible Improvements, as defined in the Agreement, has been completed and approved by the Director, or other authorized party, with no further obligations of the Developer or the current or future property owner.
7. The amount of Property Tax Increment Reimbursement, as defined in the Agreement, paid to the Developer is: \$404,002.00.
8. The amount of current balance of the Maximum Reimbursement Amount, as defined in the Agreement, available to the Developer is: \$0.

9. The undersigned hereby confirms that the Maximum Reimbursement Amount, as defined in the Agreement, has been paid in full and there are no further amounts owed to the Developer or to the current property owner.
10. To the undersigned's knowledge, there is no known litigation or mediation pending with regard to the Property, including any condemnation or eminent domain proceedings initiated by the Authority.
11. The undersigned hereby confirms that its consent is not required for Purchaser to acquire the Property, or to obtain a loan secured by the Property; provided, however, that if such consent is required under the Agreement, such consent is hereby irrevocably granted
12. Except as otherwise expressly provided in the Agreement, the Authority has no purchase options, rights of first offer, rights of first refusal or power of eminent domain with respect to the Property or any portion thereof.
13. The current address to which notices given to the Authority are to be mailed is as follows:

PARKER AUTHORITY FOR REINVESTMENT
20120 E Mainstreet
Parker CO, 80138
Attn: Executive Director – Michelle Kivela

This Estoppel Certificate is for the sole benefit of and may only be relied on by Purchaser, Lender, and Chicago Title Insurance Company (the "Title Company") providing the Owner's Title Policy pursuant to the Title Commitment Number NCSCO04262-DK, dated January 26, 2026. The undersigned on behalf of the Authority hereby certifies that he is duly authorized to sign, acknowledge and deliver this letter on behalf of the Authority.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement Estoppel to be duly executed as of the date first above written.

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an urban
renewal authority under the laws of the State of Colorado

By: _____
Name: Joshua Rivero
Title: Chair

ATTEST:

Chris Vanderpool, Clerk

EXHIBIT A

Legal Description

Parcel One:

Lot 1A, Lot 2A and Tract A, Mainstreet Gate Filing No. 2, Amendment No. 3, according to the Plat thereof recorded December 18, 2013, under Reception No. 2013096853, County of Douglas, State of Colorado.

For Informational Purposes:

Tax ID Nos.: Lot 1A: R0485082 / 2233-222-04-028

Lot 2A: R0485083 / 2233-222-04-029

Tract A: R0485084 / 2233-222-04-030

Parcel Two:

Non-exclusive easement for ingress, egress, parking and utilities as more particularly described in Agreement of Covenants, Conditions and Restrictions for Mainstreet Gate Filing No. 2 recorded October 5, 2011, under Reception No. 2011060429, County of Douglas, State of Colorado.

Parcel Three:

Those rights to construct a carport structure as contained in License Agreement with the Parker Water and Sanitation District recorded January 13, 2016, under Reception No. 2016002066, County of Douglas, State of Colorado.

ESTOPPEL CERTIFICATE

With respect to the property more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Authority"), pursuant to that certain Parker Authority for Reinvestment Redevelopment Agreement, dated December 5, 2011, by and between the Authority and MSSL-MAINSTREET, LLC, as amended by that certain First Amendment to Redevelopment Agreement recorded on April 11, 2014, at Reception No. 2014017827 in the Official Records of Douglas County, Colorado (as amended and/or assigned, the "Agreement"), to the best of the Authority's knowledge after review of the records of the Authority represents to HWREP I PARKER PROPCO, LLC, a Delaware limited liability company, and its successors and assigns (collectively, "Purchaser"), Purchaser's lender with regard to the Property ("Lender"), and Title Company (as defined below), as follows:

1. The terms and provisions of the Agreement are unmodified and are in full force and effect except as follows: none
2. Other than as described above, there are no amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort relating to the Agreement.
3. The Authority has been duly formed, is validly existing and in good standing, and is authorized to conduct business in the State of Colorado.
4. To the Authority's knowledge, information and belief without duty of inspection, the Property is in compliance with the terms and conditions of the Agreement, and the Authority knows of no facts or circumstances existing which after notice or passage of time would constitute a default by the owner of the Property or the Property under the Agreement.
5. The undersigned hereby confirms that the current Developer, as defined in the Agreement, is: MSSL-Mainstreet, LLC (the "Developer").
6. To the Authority's knowledge, information and belief without duty of inspection, all work and improvements performed on the Property to date have been performed in compliance with the terms and conditions of the Agreement, and the Development Project, including all Eligible Improvements, as defined in the Agreement, has been completed and approved by the Director, or other authorized party, with no further obligations of the Developer or the current or future property owner.
7. The amount of Property Tax Increment Reimbursement, as defined in the Agreement, paid to the Developer is: \$404,002.00.
8. The amount of current balance of the Maximum Reimbursement Amount, as defined in the Agreement, available to the Developer is: \$0.

9. The undersigned hereby confirms that the Maximum Reimbursement Amount, as defined in the Agreement, has been paid in full and there are no further amounts owed to the Developer or to the current property owner.
10. To the undersigned's knowledge, there is no known litigation or mediation pending with regard to the Property, including any condemnation or eminent domain proceedings initiated by the Authority.
11. The undersigned hereby confirms that its consent is not required for Purchaser to acquire the Property, or to obtain a loan secured by the Property; provided, however, that if such consent is required under the Agreement, such consent is hereby irrevocably granted
12. Except as otherwise expressly provided in the Agreement, the Authority has no purchase options, rights of first offer, rights of first refusal or power of eminent domain with respect to the Property or any portion thereof.
13. The current address to which notices given to the Authority are to be mailed is as follows:

PARKER AUTHORITY FOR REINVESTMENT
20120 E Mainstreet
Parker CO, 80138
Attn: Executive Director – Michelle Kivela

This Estoppel Certificate is for the sole benefit of and may only be relied on by Purchaser, Lender, and Chicago Title Insurance Company (the "Title Company") providing the Owner's Title Policy pursuant to the Title Commitment Number NCSCO04262-DK, dated January 26, 2026. The undersigned on behalf of the Authority hereby certifies that he is duly authorized to sign, acknowledge and deliver this letter on behalf of the Authority.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement Estoppel to be duly executed as of the date first above written.

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an urban
renewal authority under the laws of the State of Colorado

By: _____
Name: Joshua Rivero
Title: Chair

ATTEST:

Chris Vanderpool, Clerk

EXHIBIT A

Legal Description

Parcel One:

Lot 1A, Lot 2A and Tract A, Mainstreet Gate Filing No. 2, Amendment No. 3, according to the Plat thereof recorded December 18, 2013, under Reception No. 2013096853, County of Douglas, State of Colorado.

For Informational Purposes:

Tax ID Nos.: Lot 1A: R0485082 / 2233-222-04-028

Lot 2A: R0485083 / 2233-222-04-029

Tract A: R0485084 / 2233-222-04-030

Parcel Two:

Non-exclusive easement for ingress, egress, parking and utilities as more particularly described in Agreement of Covenants, Conditions and Restrictions for Mainstreet Gate Filing No. 2 recorded October 5, 2011, under Reception No. 2011060429, County of Douglas, State of Colorado.

Parcel Three:

Those rights to construct a carport structure as contained in License Agreement with the Parker Water and Sanitation District recorded January 13, 2016, under Reception No. 2016002066, County of Douglas, State of Colorado.



Request for Authority Board Action

Date: April 6, 2026

Submitted By: Weldy Feazell, Director

Reviewed By: Michelle Kivela, Executive Director

Title: **RESOLUTION NO. 2026-03**
A Resolution Authorizing the Execution of the Estoppel Certificate by the Parker Authority for Reinvestment Concerning the Morning Star Lot 2A Redevelopment Agreement.

Staff: **P3 and Economic Development Director, Weldy Feazell**

EXECUTIVE SUMMARY

The requested action authorizes the Parker Authority for Reinvestment to execute an estoppel certificate related to the Morning Star Lot 2A Redevelopment Agreement.

An estoppel certificate is a standard document used in real estate transactions to confirm the current status of an existing agreement. In this case, it verifies that the redevelopment agreement remains in effect, the property is in compliance, and there are no known defaults or disputes.

It also confirms the current financial status of the agreement, including reimbursements already made and the remaining reimbursement capacity tied to future tax increment.

Importantly, approval of this item does **not** amend, modify, or change the redevelopment agreement in any way. It simply documents the current status for the benefit of a buyer, lender, and title company as part of a property transaction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Morning Star Lot 2A property is governed by a redevelopment agreement originally approved in 2012 and amended in 2014.

The project has been completed in accordance with the agreement, and the improvements have been accepted. To date, approximately \$530,339 in tax increment reimbursement has been paid to the original developer, with additional reimbursement of \$807,419.91 remaining, subject to future tax increment generated by the property.

The estoppel certificate is being requested as part of a routine property transaction. It provides confirmation to

the buyer, lender, and title company that:

- The redevelopment agreement remains valid and unchanged
- The property is in compliance with the agreement
- There are no known defaults, disputes, or outstanding compliance issues
- The current financial status of the agreement is accurately represented

An Estoppel Certificate is common in commercial real estate transactions and helps facilitate financing and the transfer of ownership. It does not create any new obligations for the Town or the Authority and does not alter the terms of the existing redevelopment agreement.

This is the second sale of this property; the developer sold the property in 2019.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution No. 2026-03
2. Morning Star Parker - Estoppel - Redevelopment Agreement (PAR - Lot 2A)

RECOMMENDED MOTION

I move to approve Resolution No. 2026-03.

PAR RESOLUTION NO. 2026-03

TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF THE ESTOPPEL CERTIFICATE BY THE PARKER AUTHORITY FOR REINVESTMENT CONCERNING THE MORNING STAR LOT 2A REDEVELOPMENT AGREEMENT

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment that:

Section 1. The Board of Commissioners hereby authorizes the execution of the Estoppel Certificate by the Parker Authority for Reinvestment attached hereto as **Exhibit A**, and the Chairman of the Authority is authorized to execute the same on behalf of the Authority.

RESOLVED AND PASSED this ____ day of _____, 2026

Joshua Rivero, Chair

ATTEST:

By: _____
Chris Vanderpool, Clerk

EXHIBIT A

ESTOPPEL CERTIFICATE

With respect to the property more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Authority"), pursuant to that certain Parker Authority for Reinvestment Redevelopment Agreement, dated October 15, 2012, by and between the Authority and PARKER AL, LLC (successor-by-merger to Parker IL, LLC), as amended by that certain First Amendment to Redevelopment Agreement recorded on April 11, 2014, at Reception No. 2014017826 in the Official Records of Douglas County, Colorado (as amended and/or assigned, the "Agreement"), to the best of the Authority's knowledge after review of the records of the Authority represents to HWREP I PARKER PROPCO, LLC, a Delaware limited liability company, and its successors and assigns (collectively, "Purchaser"), Purchaser's lender with regard to the Property ("Lender"), and Title Company (as defined below), as follows:

1. The terms and provisions of the Agreement are unmodified and are in full force and effect except as follows: none
2. Other than as described above, there are no amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort relating to the Agreement.
3. The Authority has been duly formed, is validly existing and in good standing, and is authorized to conduct business in the State of Colorado.
4. To the Authority's knowledge, information and belief without duty of inspection, the Property is in compliance with the terms and conditions of the Agreement, and the Authority knows of no facts or circumstances existing which after notice or passage of time would constitute a default by the owner of the Property or the Property under the Agreement.
5. The undersigned hereby confirms that the current Developer, as defined in the Agreement, is: Parker AL, LLC (the "Developer").
6. To the Authority's knowledge, information and belief without duty of inspection, all work and improvements performed on the Property to date have been performed in compliance with the terms and conditions of the Agreement, and the Development Project, including all Eligible Improvements, as defined in the Agreement, has been completed and approved by the Director, or other authorized party, with no further obligations of the Developer or the current or future property owner.
7. The amount of Property Tax Increment Reimbursement, as defined in the Agreement, paid to the Developer is: \$530,339.09.
8. The amount of current balance of the Maximum Reimbursement Amount, as defined in the Agreement, available to the Developer to the extent such Property Tax Increment as defined in the Agreement is generated from the Property is: \$807,419.91.

9. To the undersigned's knowledge, there is no known litigation or mediation pending with regard to the Property, including any condemnation or eminent domain proceedings initiated by the Authority.
10. The undersigned hereby confirms that its consent is not required for Purchaser to acquire the Property, or to obtain a loan secured by the Property; provided, however, that if such consent is required under the Agreement, such consent is hereby irrevocably granted
11. Except as otherwise expressly provided in the Agreement, the Authority has no purchase options, rights of first offer, rights of first refusal or power of eminent domain with respect to the Property or any portion thereof.
12. The current address to which notices given to the Authority are to be mailed is as follows:

PARKER AUTHORITY FOR REINVESTMENT
20120 E Mainstreet
Parker CO, 80138
Attn: Executive Director – Michelle Kivela

This Estoppel Certificate is for the sole benefit of and may only be relied on by Purchaser, Lender, and Chicago Title Insurance Company (the "Title Company") providing the Owner's Title Policy pursuant to the Title Commitment Number NCSCO04262-DK, dated January 26, 2026. The undersigned on behalf of the Authority hereby certifies that he is duly authorized to sign, acknowledge and deliver this letter on behalf of the Authority.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement Estoppel to be duly executed as of the date first above written.

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an urban
renewal authority under the laws of the State of Colorado

By: _____
Name: Joshua Rivero
Title: Chair

ATTEST:

Chris Vanderpool, Clerk

EXHIBIT A

Legal Description

Parcel One:

Lot 1A, Lot 2A and Tract A, Mainstreet Gate Filing No. 2, Amendment No. 3, according to the Plat thereof recorded December 18, 2013, under Reception No. 2013096853, County of Douglas, State of Colorado.

For Informational Purposes:

Tax ID Nos.:

Lot 1A: R0485082 / 2233-222-04-028

Lot 2A: R0485083 / 2233-222-04-029

Tract A: R0485084 / 2233-222-04-030

Parcel Two:

Non-exclusive easement for ingress, egress, parking and utilities as more particularly described in Agreement of Covenants, Conditions and Restrictions for Mainstreet Gate Filing No. 2 recorded October 5, 2011, under Reception No. 2011060429, County of Douglas, State of Colorado.

Parcel Three:

Those rights to construct a carport structure as contained in License Agreement with the Parker Water and Sanitation District recorded January 13, 2016, under Reception No. 2016002066, County of Douglas, State of Colorado.

ESTOPPEL CERTIFICATE

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1. The terms and provisions of the Agreement are unmodified and are in full force and effect except as follows: none
2. Other than as described above, there are no amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort relating to the Agreement.
3. The Authority has been duly formed, is validly existing and in good standing, and is authorized to conduct business in the State of Colorado.
4. To the Authority's knowledge, information and belief without duty of inspection, the Property is in compliance with the terms and conditions of the Agreement, and the Authority knows of no facts or circumstances existing which after notice or passage of time would constitute a default by the owner of the Property or the Property under the Agreement.
5. The undersigned hereby confirms that the current Developer, as defined in the Agreement, is: Parker AL, LLC (the "Developer").
6. To the Authority's knowledge, information and belief without duty of inspection, all work and improvements performed on the Property to date have been performed in compliance with the terms and conditions of the Agreement, and the Development Project, including all Eligible Improvements, as defined in the Agreement, has been completed and approved by the Director, or other authorized party, with no further obligations of the Developer or the current or future property owner.
7. The amount of Property Tax Increment Reimbursement, as defined in the Agreement, paid to the Developer is: \$530,339.09.
8. The amount of current balance of the Maximum Reimbursement Amount, as defined in the Agreement, available to the Developer to the extent such Property Tax Increment as defined in the Agreement is generated from the Property is: \$807,419.91.

9. To the undersigned's knowledge, there is no known litigation or mediation pending with regard to the Property, including any condemnation or eminent domain proceedings initiated by the Authority.
10. The undersigned hereby confirms that its consent is not required for Purchaser to acquire the Property, or to obtain a loan secured by the Property; provided, however, that if such consent is required under the Agreement, such consent is hereby irrevocably granted
11. Except as otherwise expressly provided in the Agreement, the Authority has no purchase options, rights of first offer, rights of first refusal or power of eminent domain with respect to the Property or any portion thereof.
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PARKER AUTHORITY FOR REINVESTMENT
20120 E Mainstreet
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Attn: Executive Director – Michelle Kivela

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[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement Estoppel to be duly executed as of the date first above written.

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an urban
renewal authority under the laws of the State of Colorado

By: _____
Name: Joshua Rivero
Title: Chair

ATTEST:

Chris Vanderpool, Clerk

EXHIBIT A

Legal Description

Parcel One:

Lot 1A, Lot 2A and Tract A, Mainstreet Gate Filing No. 2, Amendment No. 3, according to the Plat thereof recorded December 18, 2013, under Reception No. 2013096853, County of Douglas, State of Colorado.

For Informational Purposes:

Tax ID Nos.:

Lot 1A: R0485082 / 2233-222-04-028

Lot 2A: R0485083 / 2233-222-04-029

Tract A: R0485084 / 2233-222-04-030

Parcel Two:

Non-exclusive easement for ingress, egress, parking and utilities as more particularly described in Agreement of Covenants, Conditions and Restrictions for Mainstreet Gate Filing No. 2 recorded October 5, 2011, under Reception No. 2011060429, County of Douglas, State of Colorado.

Parcel Three:

Those rights to construct a carport structure as contained in License Agreement with the Parker Water and Sanitation District recorded January 13, 2016, under Reception No. 2016002066, County of Douglas, State of Colorado.