

TOWN OF PARKER COUNCIL AGENDA

August 3, 2026

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 do not reflect lack of thought or analysis on the part of Council.

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

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

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

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

- A. *APPROVAL OF MINUTES - July 20, 2026*

- B. *ORDINANCE NO. 3.375.1 - First Reading*
A Bill For an Ordinance Affirming the Passage of Emergency Ordinance No. 3.375, Series of 2026, a Bill for an Emergency Ordinance to Impose a Temporary Suspension for Nine (9) Months in Duration on the Acceptance and Processing of Any Application for Any Land Use Approval or Building Permit for the Development or Construction of Drone Dispatch and Delivery Facilities or Related Use Within the Corporate Limits of the Town of Parker
Department: Town Attorney, Lindsay Jordan
Second Reading: August 17, 2026
- C. *RESOLUTION NO: 26-052*
A Resolution Accepting the Drainage Easement Agreement by and between VR Sliceroo LLC and the Town of Parker for a Portion of Lot 10B, Douglas 234, Filing No. 6, Amendment 2
Department: Engineering and Public Works, Charles Kudlauskas
- D. *RESOLUTION NO. 26-053*
A Resolution Accepting a Drainage Easement from PRD at Parker, LLC for a Portion of Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1
Department: Engineering and Public Works, Charles Kudlauskas
- E. *RESOLUTION NO. 26-054*
A Resolution Accepting a Drainage Easement from O'Reilly Auto Enterprises, LLC for Portions of Lot 2-2A, Cottonwood Highlands Filing No. 6
Department: Engineering and Public Works, Charles Kudlauskas
- F. *RESOLUTION NO. 26-055*
A Resolution Accepting a Drainage Easement from Town and Country Village Homeowners Association, Inc. for a Portion of Tract A, Town and Country Village Filing No. 4
Department: Engineering and Public Works, Alex Mestdagh
- G. *RESOLUTION NO. 26-056*
A Resolution Accepting Drainage Easements from CD-Parker, LLC for Portions of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment
Department: Engineering and Public Works, Alex Mestdagh
- H. *RESOLUTION NO. 26-057*
A Resolution Accepting an Access Easement from CD-Parker, LLC for a Portion of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment
Department: Engineering and Public Works, Alex Mestdagh
- I. *RESOLUTION NO. 26-058*
A Resolution Accepting a Drainage Easement from Douglas County Libraries for a Portion of Lot 1, Mainstreet & Pine Marketplace Fourth Amendment
Department: Engineering and Public Works, Alex Mestdagh

J. CONTRACTS OVER \$500,000

1. Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction (CIP26-014) Contract Modification

Amount: \$177,546 addition to original contract amount of \$779,540 for a new total of \$957,086

Contractor: TALL Contracting & Consulting Co.

Department: Engineering and Public Works, Nathan Klass

5. PUBLIC HEARINGS

RESOLUTION NO. 26-059

A Resolution Consenting to the Exclusion of Property Located Within Cottonwood Highlands Metropolitan District No. 1 From the Cottonwood Metropolitan District and Approving the Intergovernmental Agreement and Plan Regarding Continuation of Services and Disposition of Assets

Department: Town Attorney, Lindsay Jordan

6. ORDINANCES

ORDINANCE NO. 1.675 - Second Reading

A Bill for an Ordinance Asserting the Town of Parker's Home Rule Authority to Regulate Zoning, Including the Regulation of Residential Development, Which Authority Supersedes and Preempts House Bill 26-1001

**Department: Community Development, Bryan Isham
 Community Development, Bryce Matthews
 Town Attorney, Lindsay Jordan**

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 3, 2026

“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. Legal advice related to specific legal questions concerning fencing at Pine Lane Nursey.
2. Legal discussion related to Section 13.03.040(y)(2) of the Parker Municipal Code regarding waivers.
3. Legal advice to answer questions related to expressive activities at Town events.

**TOWN OF PARKER COUNCIL
MINUTES
JULY 20, 2026**

Mayor Pro Tem John Diak called the meeting to order at 5:03 p.m. All Councilmembers were present except for Mayor Joshua Rivero.

Interim Town Attorney Lindsay Jordan advised that there were two 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 related to specific legal questions concerning the appeal and other litigation related to Dial v. Brukbacher. The second item was related to specific legal questions concerning an emergency ordinance temporarily suspending the acceptance and processing of land use applications for drone delivery and dispatch facilities and use.

EXECUTIVE SESSION

Erik Frandsen moved and Brandi Wilks seconded to enter into Executive Session at 5:05 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 carried unanimously.

Brandi Wilks moved and Todd Hendreks seconded to come out of the Executive Session at 6:36 p.m.

The motion carried unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

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

The motion carried unanimously.

REGULAR MEETING

Mayor Pro Tem Diak reconvened the meeting at 7:00 p.m.

Mayor Pro Tem Diak led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS - Recognition of Ponderosa Mustangs Girls Golf — Winning the 2026 Colorado Class 4A Girls Golf State Championship

Mayor Pro Tem Diak called Coach Smith forward to summarize the 2026 golf season and recognize his coaches, the team, and their parents. He also recognized accomplishments of individual team members. Certificates were presented to the coach, team, and Kaylee Meyering, who won the individual title.

PUBLIC COMMENTS

Michael Ferrell, Parker, recognized Alaina Bobo for her assistance on a community event permit. He then discussed what he believes are unfair rate practices of CORE Electric. He requested that the Town Council pass a resolution opposing their practices and that they file a formal complaint with the Public Utilities Commission. He provided the Town Council with a handout which will be attached to the approved minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

A. APPROVAL OF MINUTES - June 15, 2026

B. ORDINANCE NO. 1.675 - First Reading

A Bill for an Ordinance Asserting the Town of Parker's Home Rule Authority to Regulate Zoning, Including the Regulation of Residential Development, Which Authority Supersedes and Preempts House Bill 26-1001

*Department: Community Development, Bryan Isham
Community Development, Bryce Matthews
Town Attorney, Lindsay Jordan*

Second Reading: August 3, 2026

C. RESOLUTION NO. 26-046

A Resolution to Extend the Expiration Date for the Robinson Ranch Filing No. 2, 2nd Amendment, Lot 6 Site Plan Through April 15, 2027, pursuant to Section 13.03.030(h)(9)b.4 of the Parker Municipal Code

Department: Community Development, Cassidy Beaupre

D. RESOLUTION NO. 26-047

A Resolution Approving the Second Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs)

*Department: Police, Jim Tsurapas
Police, Jacob Schuster*

E. RESOLUTION NO. 26-051

A Resolution to Determine, Upon Recommendation of the Town Manager, that the Public Interest Will Be Served by a Single Source Contract Concerning the Newlin Gulch Trail Lutheran Segment Project

*Department: Engineering and Public Works, Chris Hudson
Parks, Recreation and Open Space, Brett Collins*

F. CONTRACTS OVER \$500,000

1. Becket & Woodman Connection Project (CIP23-025) Contract Modification

Amount: \$181,011.50 addition to original contract amount of \$630,954 for a new total of \$811,965.50

Contractor: FNF Construction Inc.

Department: Engineering and Public Works, Nathan Klass

Brandi Wilks moved and Laura Hefta seconded to approve Consent Agenda Items 5A through 5F.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

TOWN MANAGER - Summer 2026 Town Manager Report

The Summer 2026 Town Manager's Report was provided to Town Council as part of the Council packet and is available on the Town's website and social media.

PUBLIC HEARING

Anthology West Metropolitan District Nos. 2-6

Department: Town Attorney, Lindsay Jordan

Mayor Pro Tem Diak opened the Public Hearing at 7:23 p.m.

The Anthology West Metropolitan District ("Anthology West") consists of Anthology West Metropolitan District No. 2 ("District 2"), Anthology West Metropolitan District No. 3 ("District 3"), Anthology West Metropolitan District No. 4 ("District 4"), Anthology West Metropolitan District No. 5 ("District 5"), and Anthology West Metropolitan District No. 6 ("District 6" or, collectively, the "Districts"). Anthology West desires to restructure by dissolving Districts 3 and 6, transferring the ownership and operation of the community recreation center to Districts 2, 4, and 5, and amending various existing intergovernmental agreements. Passage of these resolutions accomplished these actions.

Attorney Trish Harris made a presentation to the Town Council on behalf of Anthology West and answered questions.

Public Comments: Michael Drennan, Parker, Anthology West District 4 president, spoke in favor of this restructuring.

Mayor Pro Tem Diak closed the Public Hearing at 7:38 p.m.

1. RESOLUTION NO. 26-048

A Resolution to Substantially Approve the Form of the Recreation Center Operating Agreement Between and Among Anthology West Metropolitan District Nos. 2–6; the First Amendment To The Intergovernmental Agreement Between the Town of Parker and Anthology West Metropolitan District Nos. 2, 3, And 4; the Second Amendment to the Intergovernmental Agreement Between the Town of Parker and Anthology West Metropolitan District Nos. 5 And 6; and the Terminations of the District Operating Services Agreement, the Mill Levy Equalization and Pledge Agreement, and the Capital Pledge Agreement Between and Among Anthology West Metropolitan District Nos. 2–6

Todd Hendreks moved and Anne Barrington seconded to approve Resolution No. 26-048, as part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

2. RESOLUTION NO. 26-049

A Resolution Consenting to the Dissolution of Anthology West Metropolitan District No. 3

Todd Hendreks moved and Erik Frandsen seconded to approve Resolution No. 26-049, as part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

3. RESOLUTION NO. 26-050

A Resolution Consenting to the Dissolution of Anthology West Metropolitan District No. 6

Todd Hendreks moved and Erik Frandsen seconded to approve Resolution No. 26-050, as part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 3.375

A Bill for an Emergency Ordinance to Impose a Temporary Suspension for Nine (9) Months in Duration on the Acceptance and Processing of Any Application for Any Land Use Approval or Building Permit for the Development or Construction of Drone Dispatch and Delivery Facilities or Related Use Within the Corporate Limits of the Town of Parker

**Department: Community Development, Elizabeth Steward
 Community Development, Cassidy Beaupre**

Passage of this emergency ordinance established a temporary nine-month suspension on applications for commercial drone dispatch and delivery facilities. The suspension will provide the Town with the opportunity to develop a comprehensive regulatory framework for these uses that will be used to develop amendments to the Land Development Ordinance.

Public Comments: None.

Brandi Wilks moved and Laura Hefta seconded to approve Emergency Ordinance No. 3.375.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Pro Tem Diak adjourned the meeting at 7:52 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: August 3, 2026

Submitted By: Lindsay Jordan, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.375.1 - First Reading**
A Bill For an Ordinance Affirming the Passage of Emergency Ordinance No. 3.375, Series of 2026, a Bill for an Emergency Ordinance to Impose a Temporary Suspension for Nine (9) Months in Duration on the Acceptance and Processing of Any Application for Any Land Use Approval or Building Permit for the Development or Construction of Drone Dispatch and Delivery Facilities or Related Use Within the Corporate Limits of the Town of Parker
Department: Town Attorney, Lindsay Jordan
Second Reading: August 17, 2026

EXECUTIVE SUMMARY

The proposed ordinance affirms the emergency ordinance passed on July 20, 2026, establishing a temporary nine (9) month suspension on applications for commercial drone dispatch and delivery facilities. The Town's Home Rule Chapter only allows emergency ordinances for a ninety (90) day period, unless Town Council passes a subsequent ordinance affirming a time period longer than ninety (90) days.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 7.6, of the Town of Parker Home Rule Charter, provides that Town Council may pass an emergency ordinance when it declares such action is necessary and proper to provide for the safety, preserve the health, promote prosperity, and improve the order, comfort and convenience of the town and the residents. On July 20, 2026, Town Council of the Town of Parker passed Ordinance No. 3.375, Series of 2026, as an emergency ordinance. Specifically, Town Council passed a Bill for an Emergency Ordinance to Impose a Temporary Suspension for Nine (9) Months in Duration on the Acceptance and Processing of any Application for Any Land Use Approval or Building Permit for the Development or Construction of Drone Dispatch and Delivery Facilities or Related Use within the Corporate Limits of the Town of Parker.

Ordinance 3.375 temporarily suspends the Town's acceptance and processing of applications seeking land use approval or building permits for the construction of drone delivery facilities or related uses because currently the Land Development Ordinance (LDO) does not specifically

address such operations and facilities. Commercial drone dispatch and delivery facilities present unique land use considerations that differ from traditional commercial and industrial development. Without the proper regulations in place, these types of uses may have negative impacts on the community related to noise, privacy, safety, and infrastructure.

In support of passage, Town Council determined that the emergency ordinance was necessary for the immediate preservation of public peace and health and safety because it allows the Town to immediately address the impact of drone dispatch and delivery facilities to the Town.

Allowing the temporary suspension, provides the Town with adequate time to properly evaluate applicable federal and state regulations, industry trends, operational characteristics, and best practices from other jurisdictions to develop a comprehensive regulatory framework. The Town can balance innovation and economic development with public health, safety, welfare, and compatibility with surrounding land use. Due to the complexity of the use and the evolving nature of technology, Town Council granted staff nine (9) months to complete their efforts.

As stated in Section 7.6 of the Charter, all emergency ordinances "shall not be in effect longer than ninety (90) days after passage unless the Town Council by subsequent ordinance affirms the emergency ordinance for a period longer than ninety (90) days." Because the temporary suspension is for nine (9) months, in compliance with the Charter, staff now proposes an ordinance affirming the extended time period.

FINANCIAL IMPACT

The Town will not incur additional financial impact. However, as stated when Ordinance 3.375 was present, the process needed to properly evaluate and create appropriate regulations will require assistance from a consultant. It is anticipated this will result in \$40,000 to \$50,000 of legal fees. As previously stated, this is not currently budgeted and will likely come out of contingency in the Interdepartmental Budget.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 3.375.1

RECOMMENDED MOTION

I move to introduce Ordinance No. 3.375.1 on first reading, as part of the consent agenda, and to schedule second reading for August 17, 2026.

ORDINANCE NO. 3.375.1, Series of 2026

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 3.375, SERIES OF 2026, A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR NINE (9) MONTHS IN DURATION ON THE ACCEPTANCE AND PROCESSING OF ANY APPLICATION FOR ANY LAND USE APPROVAL OR BUILDING PERMIT FOR THE DEVELOPMENT OR CONSTRUCTION OF DRONE DISPATCH AND DELIVERY FACILITIES OR RELATED USE WITHIN THE CORPORATE LIMITS OF THE TOWN OF PARKER

WHEREAS, the Town Council of the Town of Parker, unanimously passed Ordinance No. 3.375, Series of 2026, on July 20, 2026, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for Nine (9) Months in Duration on the Acceptance and Processing of any Application for any Land Use Approval or Building Permit for the Development of Construction of Drone Dispatch and Delivery Facilities or Related Use Within the Corporate Limits of the Town of Parker;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances “shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same”;

WHEREAS, the Town Council of the Town of Parker, in accordance with Section 7.6 of the Town of Parker Home Rule Charter, desires to affirm the passage of Ordinance No. 3.375, Series of 2026, to ensure the temporary suspension remains in full force and effect for nine (9) months.

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

Section 1. Affirmation. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 3.375, Series of 2026, attached hereto as **Exhibit A**, and incorporated by reference, and confirms that the emergency ordinance shall remain in full force and effect in accordance with its terms and Section 7.6 of the Town of Parker Home Rule Charter

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 _____, 2026.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2026.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Lindsay Jordan, Town Attorney

ORDINANCE NO. 3.375, Series of 2026

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR NINE (9) MONTHS IN DURATION ON THE ACCEPTANCE AND PROCESSING OF ANY APPLICATION FOR ANY LAND USE APPROVAL OR BUILDING PERMIT FOR THE DEVELOPMENT OR CONSTRUCTION OF DRONE DISPATCH AND DELIVERY FACILITIES OR RELATED USE WITHIN THE CORPORATE LIMITS OF THE TOWN OF PARKER

WHEREAS, on May 2024, the Town Council of the Town of Parker adopted Ordinance No. 3.372, which repealed the former Title 13 of the Parker Municipal Code and enacted a new Title 13, and subsequent amendments (the “Land Development Ordinance” or “LDO”);

WHEREAS, the Town has implemented the new LDO and technology advances, new land uses have emerged that were not previously contemplated by the LDO;

WHEREAS, the new land use of commercial use of unmanned aerial vehicles, more commonly referred to as “drones” is emerging throughout the country;

WHEREAS, as technology quickly advances in today’s society, governments of all levels - federal, state and local - are trying to catch up with appropriate regulations that balance innovation, economic development opportunities, public safety and neighborhood compatibility;

WHEREAS, the Town has received an inquiry for a drone dispatch and delivery center within the boundaries of the Town;

WHEREAS, the current version of the LDO lacks clear definitions, use classifications, development standards and review procedures for commercial drone delivery operations, drone dispatch facilities, drone ports, launch and landing infrastructure, or associated support facilities;

WHEREAS, given the level of anticipated interest in the use of drones for economic advancement, the Town Council desires to evaluate and address the impact of commercial drone dispatch and delivery use within the Town’s limits;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to create clear definitions and classification for commercial drone-related delivery facilities and operations, this includes evaluating distinctions between principal uses and accessory uses, launching and landing areas, dispatch centers and other supporting facilities;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to create regulatory framework clearly identifying the boundaries between local land use authority and federal regulations governing drone operations;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to obtain a comprehensive understanding of current and emerging drone delivery technologies, operational models, facility characteristics, and anticipated industry trends, to include an understanding of

operational intensity, launch and landing frequency, maintenance activities, staffing requirements, charging infrastructure, and support functions;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to address potential impacts associated with drone-related facilities and maintain compatibility with surrounding land use, through evaluating noise, privacy, visual impacts, safety, security, and other potential impacts, either negative or positive, on residential neighborhoods, schools, parks, open space areas, interactions with first responder services, and zoning districts;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to develop standards and regulations to address site planning, circulation, buffering and screening, landscaping, lighting, security of the sites, public safety, and operational infrastructure;

WHEREAS, to properly evaluate this evolving use of drones, the Town desires to create operational standards addressing hours of operation, operation intensity, complaint resolution procedures, and other considerations necessary to protect public health, safety and welfare;

WHEREAS, significant staff time from the Town's Department of Community Development, with the assistance from an outside consultant, is necessary to study, plan and develop, in conjunction with the Town Attorney's Office, Town standards and regulations, to be codified in the Land Development Ordinance;

WHEREAS, it is one of the Town Council's highest priorities to complete and establish proper land use classification and definitions, regulatory framework and authority, community compatibility and impacts, site design and development standards, and operational standards, by April 20, 2027;

WHEREAS, the Town Council, in order to meet this priority, will suspend the Town's acceptance and processing of land use and building permit applications for the development and/or construction of commercial drone delivery and dispatch facilities within the Town of Parker;

WHEREAS, a temporary suspension to April 20, 2027, as provided herein, is a reasonable length of time for the Town to properly develop and, if appropriate, adopt and implement any amendments to the Land Development Ordinance as described herein; and

WHEREAS, the Town Council finds and determines such legislation is immediately necessary for the reasons contained within these Recitals.

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

Section 1. Application Suspension. The Town Council of the Town of Parker hereby suspends the acceptance and processing of all land use and building permit applications for the development and/or construction of drone dispatch and delivery facilities within the Town from the effective date of this Ordinance until April 20, 2027.

Section 2. Priority Determination. The Town Council hereby determines that it is one of the highest priorities of the Town's Community Development Department to study, plan and recommend changes to the Land Development Ordinance to address advances in technology, such as drone dispatch and delivery facilities.

Section 3. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

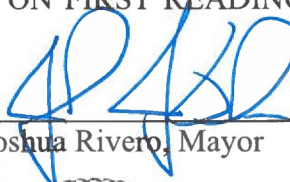
Section 4. Emergency Declared. Pursuant to Section 7.6 of the Charter, the Town Council hereby finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of public peace, health and safety, in order to immediately address the impact of drone dispatch and delivery facilities to the Town for the reasons specified in this Ordinance.

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 objectives 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. Effective Date. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED, AND PASSED ON FIRST READING this 20th day of July, 2026.



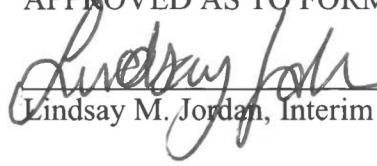
Joshua Rivero, Mayor

ATTEST:


Chris Vanderpool, Town Clerk



APPROVED AS TO FORM:


Lindsay M. Jordan, Interim Town Attorney



Request for Town Council Action

Date: August 3, 2026

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO: 26-052**
A Resolution Accepting the Drainage Easement Agreement by and between VR Sliceroo LLC and the Town of Parker for a Portion of Lot 10B, Douglas 234, Filing No. 6, Amendment 2

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 10B, Douglas 234, Filing No. 6, Amendment 2.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 10B, Douglas 234, Filing No.6, Amendment 2. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)

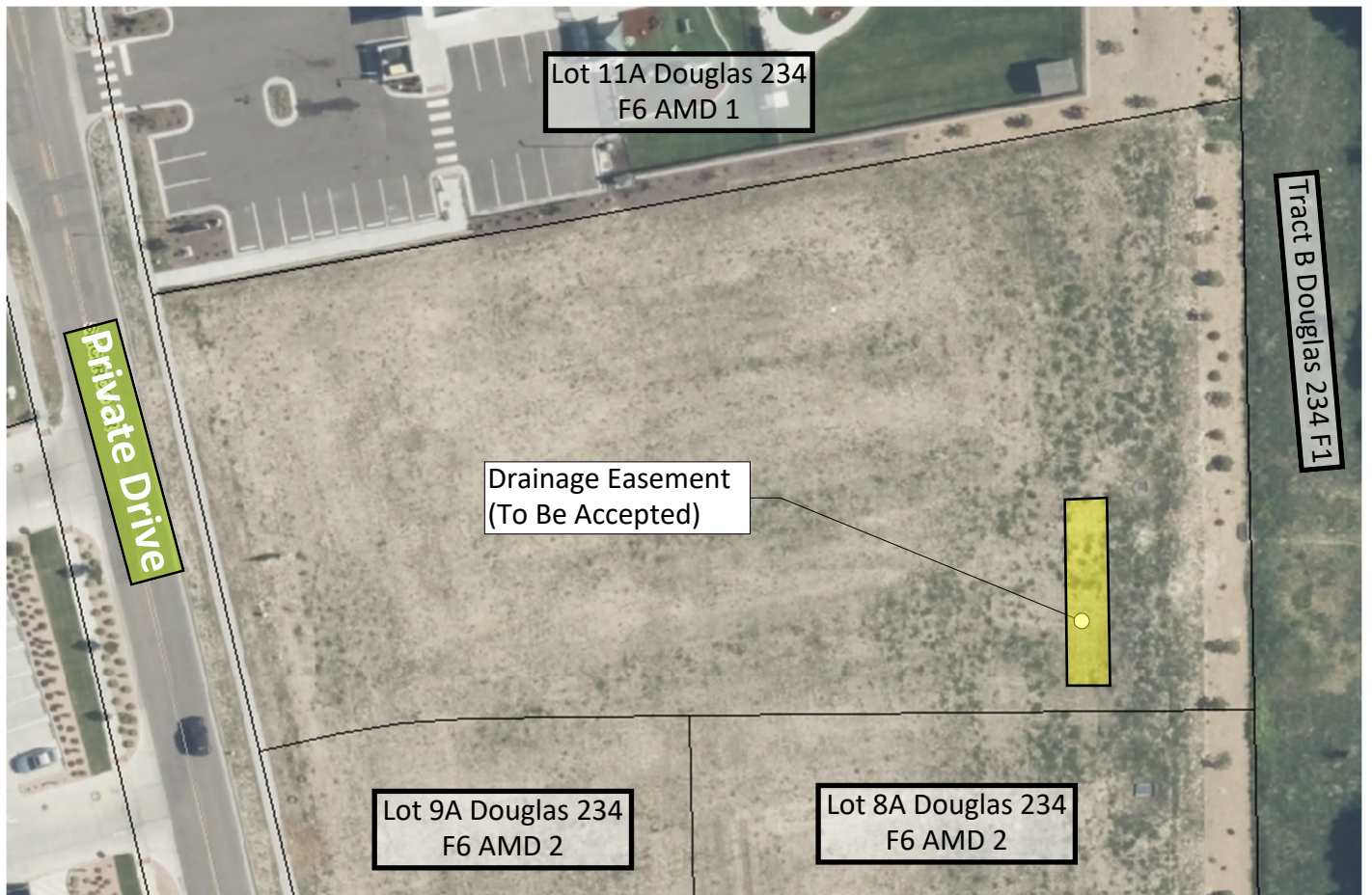


ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-052

RECOMMENDED MOTION

I move to approve Resolution No. 26-052, as part of the consent agenda.



Douglas 234 F6 AMD 2 L10B
Drainage Easement
Vicinity Map



RESOLUTION NO. 26-052 , Series of 2026

TITLE: A RESOLUTION ACCEPTING THE DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN VR SLICEROO LLC AND THE TOWN OF PARKER FOR A PORTION OF LOT 10B, DOUGLAS 234, FILING NO. 6, AMENDMENT 2

WHEREAS, VR Sliceroo LLC (“Grantor”) is the owner of certain real property located within a portion of Lot 10B, Douglas 234, Filing No. 6, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and the Town of Parker (“Town”) desire to enter into the Drainage Easement Agreement that grants to the Town an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreement from VR Sliceroo LLC, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Lot 10B, Douglas 234, Filing No. 6, Amendment 2, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this ____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 29th day of June, 2026, by and between VR Sliceroo LLC, having an address of 9635 Maroon Cir, Ste 125, Englewood, Colorado 80112 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the owners of the land through which the easement runs, 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 the real property identified on **Exhibit A**. 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 then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee 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.

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

7. 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.

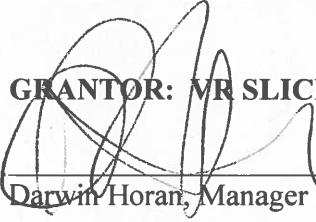
b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: VR SLICEROO LLC


Darwin Horan, Manager

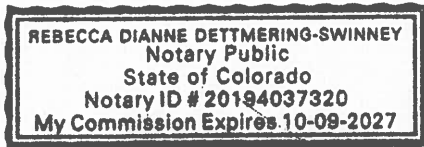
STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 29 day of June, 2026, by Darwin Horan, as Manager of VR Sliceroo LLC.

My commission expires: 10-09-2027

SEAL


Notary Public



GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Lindsay Jordan, Town Attorney

EXHIBIT A

A drainage easement being a portion of Lot 10B, Douglas 234, Filing No. 6, Amendment 2, located in the SE 1/4, Section 29, Township 6 South, Range 66 West of the Sixth Principal Meridian, in the Town of Parker, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said Lot 10B;
Thence S89°00'43"W along the south line of said lot, 50.00 feet to the west line of the 25' drainage easement created by said plat of Douglas 234, Filing No. 6, Amendment 2;
Thence N1°02'54"W along said west line, 8.15 feet to the Point of Beginning;
Thence continuing N1°02'54"W along said west line, 63.65 feet;
Thence through said Lot 10B along the following three courses:
1) S89°03'54"W, 14.55 feet;
2) S0°56'06"E, 63.65 feet;
3) N89°03'54"E, 14.67 feet to the Point of Beginning.

Said parcel, as described, contains 930 square feet or 0.02 acres, more or less.

Basis of Bearings

The west line, Lot 10B, Douglas 235 Filing 6, Amendment 2 bears N13°07'09"W per said plat. It is monumented at the NW and SW lot corners by a nail with brass tag, PLS 34850.

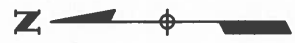
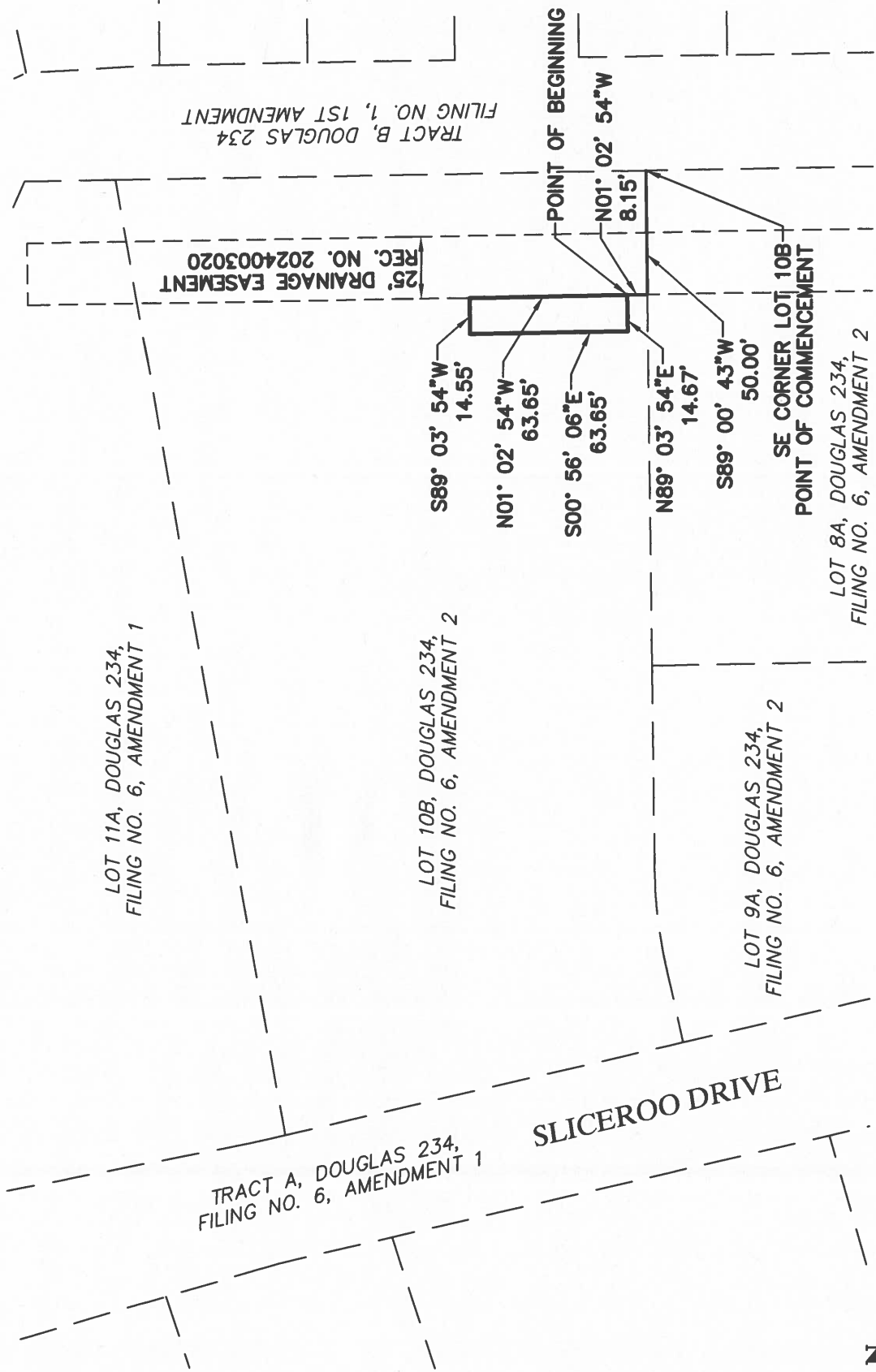
Certification

Brian Krombein, PE, PLS
For and on behalf of
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129

10/1/25

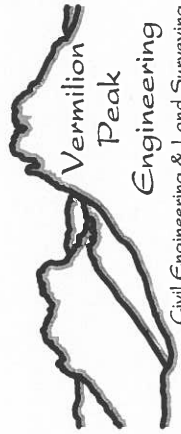
Date





0 30 60
SCALE: 1" = 60'

DRAINAGE EASEMENT
HORSE CREEK COMMERCIAL
JOB NO. 24020
DATE: OCTOBER 3, 2025
SHEET 2 OF 2



**Vermilion
Peak
Engineering**
 Civil Engineering & Land Surveying
 1745 Sheo Center Drive, 4th Floor
 Highlands Ranch, CO 80129
 720-402-6070 / www.vermilionpeak.com



Request for Town Council Action

Date: August 3, 2026

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-053**
A Resolution Accepting a Drainage Easement from PRD at Parker, LLC for a Portion of Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-053

RECOMMENDED MOTION

I move to approve Resolution No. 26-053, as part of the consent agenda.

Drainage Easement
(To Be Accepted)

Private Drive

Private Drive

Dranfeldt Road

Lot 1 BLk 1, Clarke F1

Dranfeldt Place MDP AMD1 L1A
Drainage Easement
Vicinity Map



RESOLUTION NO. 26-053, Series of 2026

**TITLE: A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM PRD
 AT PARKER, LLC FOR A PORTION OF LOT 1A, DRANSFELDT PLACE
 MINOR DEVELOPMENT PLAT AMENDMENT NO. 1**

WHEREAS, PRD at Parker, LLC (“Grantor”) is the owner of certain real property located within a portion of Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed storm sewer and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and the Town of Parker (“Town”) desire to enter into the Drainage Easement Agreement that grants to the Town an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreement from PRD at Parker, LLC, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Lot 1A, Dransfeldt Place Minor Development Plat Amendment No. 1, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 9th day of July, 2026, by and between PRD at Parker, LLC, a Texas limited liability company, having an address of 5956 Sherry Lane, Ste. 730. Dallas, Texas 75225 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the owners of the land through which the easement runs, 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 the real property identified on **Exhibit A**. 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 then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee 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.

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

7. 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 constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

PRD AT PARKER, LLC, a Texas limited liability company
By Its Manager, Pinnacle RED, LLC, a Texas limited liability company

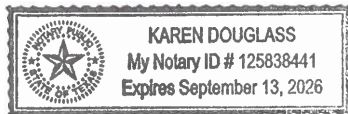
By: 
Bobby Dan Roberts, Manager

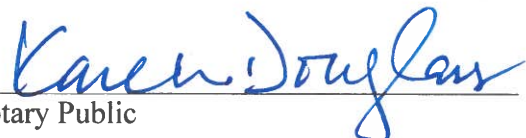
STATE OF Texas)
COUNTY OF Dallas) ss.

The foregoing instrument was acknowledged before me this 9th day of July, 2026, by Bobby Dan Roberts, as Manager of Pinnacle RED, LLC a Texas limited liability company, the Manager of PRD at Parker, LLC, a Texas limited liability company, on behalf of said limited liability company.

My commission expires: 9/13/2026

SEAL




Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

25' DRAINAGE - STORM SEWER EASEMENT LEGAL DESCRIPTION

SHEET 2 OF 2

A 25 FOOT DRAINAGE AND STORM SEWER EASEMENT BEING A PORTION OF LOT 1A, DRANSFELDT PLACE MINOR DEVELOPMENT PLAT AMENDMENT NO. 1, A SUBDIVISION PLAT AS RECORDED DECEMBER 22, 2016 IN THE DOUGLAS COUNTY CLERK AND RECORDERS RECORDS UNDER RECEPTION NUMBER 2016094529, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1A, DRANSFELDT PLACE MINOR DEVELOPMENT PLAT AMENDMENT NO. 1, WHENCE THE NORTHEAST CORNER OF SAID LOT 1A BEARS N 90°00'00" E FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N 90°00'00" E ON THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" E ON THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 25.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 2.24 FEET; THENCE S 82°21'36" E A DISTANCE OF 137.26 FEET; THENCE S 70°02'29" E A DISTANCE OF 56.53 FEET; THENCE S 00°27'35" E A DISTANCE OF 155.94 FEET; THENCE S 89°32'25" W A DISTANCE OF 25.00 FEET; THENCE N 00°27'35" W A DISTANCE OF 138.57 FEET; THENCE N 70°02'29" W A DISTANCE OF 36.47 FEET; THENCE N 82°21'36" W A DISTANCE OF 156.44 FEET; THENCE N 00°00'00" E A DISTANCE OF 24.11 FEET TO THE POINT OF BEGINNINGS.

SAID EASEMENT CONTAINING: 8,844 SQUARE FEET \ 0.20 ACRES MORE OR LESS.

THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



Gillians

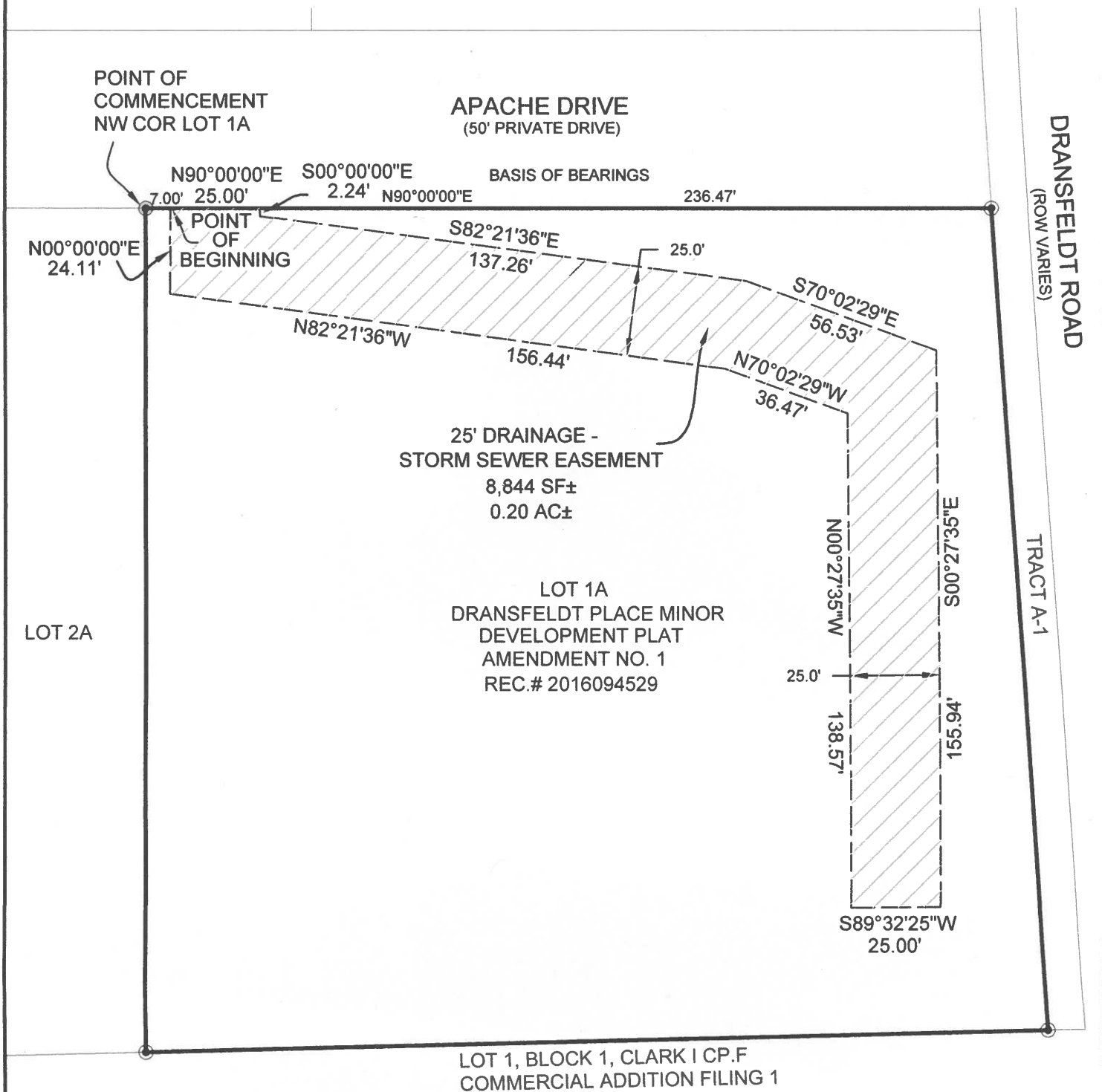
GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640 www.gillianslc.com

JOB NO.: 26018
DRAWN: GP
ISSUE DATE: 04-01-2026
FILE: PR26018

GORDON S. PAGE III
COLORADO P.L.S. 29048
FOR & ON BEHALF OF
GILLIANS LAND
CONSULTANTS
gpage@gillianslc.com

25' DRAINAGE - STORM SEWER EASEMENT EXHIBIT

SHEET 1 OF 1



- FOUND #5 REBAR (18") WITH 1.25" YELLOW PLASTIC CAP OR
1" BRASS PLUG STAMPED "PLS 29048"

THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT
OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.



Gillians

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640 www.gillianslc.com

JOB NO.: 26018
DRAWN: GP
ISSUE DATE: 04-01-2026
FILE: PR26018

GORDON S. PAGE III
COLORADO P.L.S. 29048
FOR & ON BEHALF OF
GILLIANS LAND
CONSULTANTS
gpage@gillianslc.com



Request for Town Council Action

Date: August 3, 2026

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-054**
A Resolution Accepting a Drainage Easement from O'Reilly Auto Enterprises, LLC for Portions of Lot 2-2A, Cottonwood Highlands Filing No. 6

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 2-2A, Cottonwood Highlands Filing No. 6.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criteria require that drainage easements be dedicated for all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 2-2A, Cottonwood Highlands Filing No. 6. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)

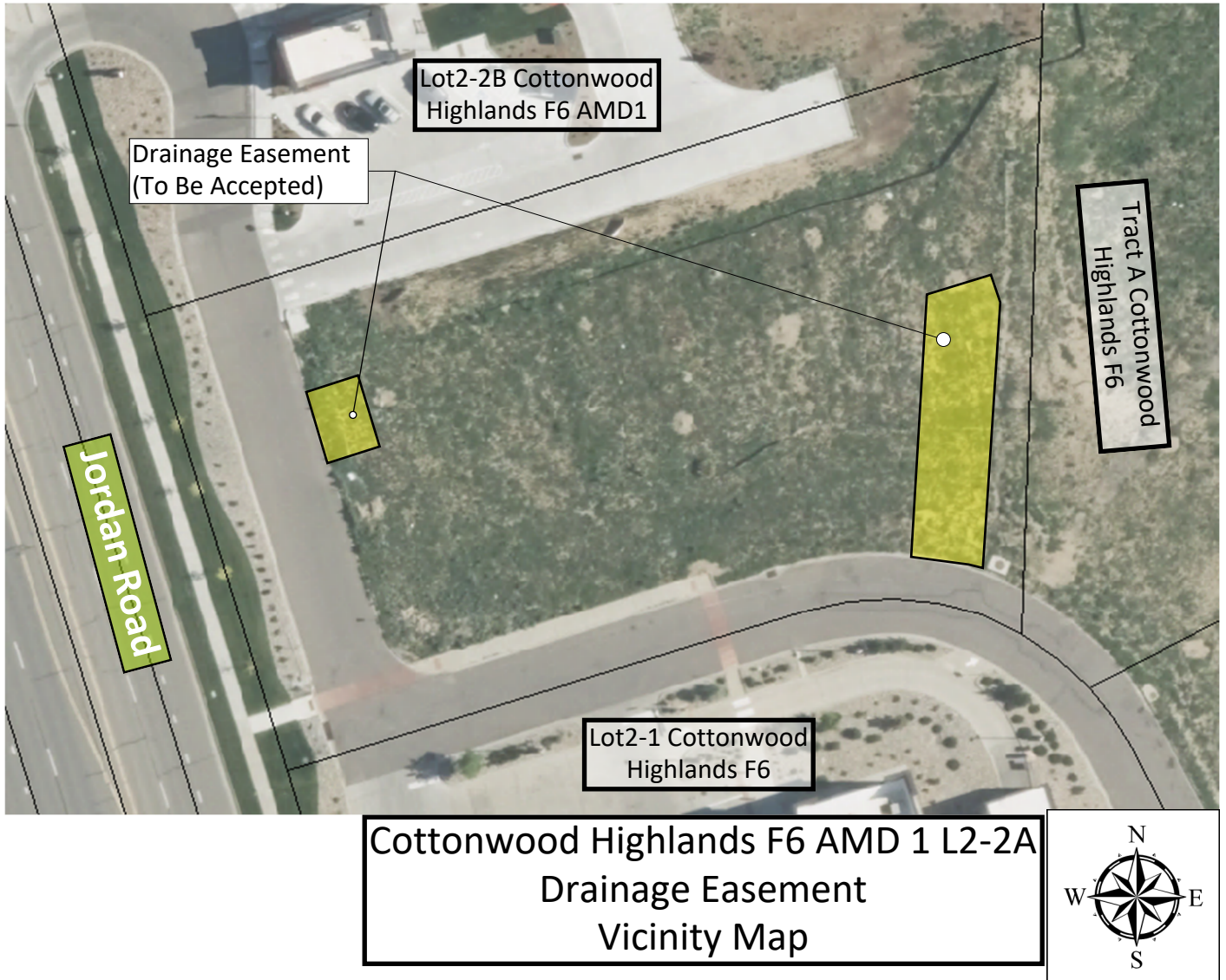


ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-054

RECOMMENDED MOTION

I move to approve Resolution No. 26-054, as part of the consent agenda.



RESOLUTION NO. 26-054 , Series of 2026

**TITLE: A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM
O'REILLY AUTO ENTERPRISES, LLC FOR PORTIONS OF LOT 2-2A,
COTTONWOOD HIGHLANDS FILING NO. 6**

WHEREAS, O'Reilly Auto Enterprises, LLC ("Grantor") is the owner of certain real property located within portions of Lot 2-2A, Cottonwood Highlands Filing No. 6, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and the Town of Parker ("Town") desire to enter into a Drainage Easement Agreement that grants to the Town an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreement from O'Reilly Auto Enterprises, LLC, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over portions of Lot 2-2A, Cottonwood Highlands Filing No. 6, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 2nd day of July, 2026, by and between O'REILLY AUTO ENTERPRISES, LLC, a Delaware Limited Liability Company, having an address of 1209 Orange St, Wilmington, Delaware 19801 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the owners of the land through which the easement runs, 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 the real property identified on **Exhibit A**. 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 then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee 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.

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

7. 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 constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: O'REILLY AUTO ENTERPRISES, LLC, a Delaware Limited Liability Company

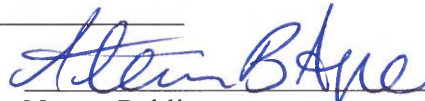

Phil Hopper, Senior Vice President of Real Estate

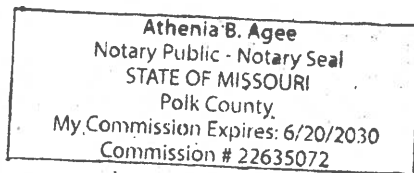
STATE OF Missouri)
) ss.
COUNTY OF Greene)

The foregoing instrument was acknowledged before me this 2 day of July, 2026, by Phil Hopper, as Senior Vice President of Real Estate, of O'Reilly Auto Enterprises, LLC, a Delaware Limited Liability Company.

My commission expires: 06/20/30

SEAL


Notary Public



GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT "A"
DRAINAGE EASEMENT

Two parcels of land, located in the Southwest Quarter (SW 1/4) of Section 4 and the Southeast Quarter (SE1/4), Township 6 South, Range 66 West of the 6th Principle Meridian, being also portions of Lot 2-2A, Cottonwood Highlands Filing No.6, Amendment No.1, recorded January 13, 2021, at Reception No. 2021004731, County of Douglas, State of Colorado, being more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of said Lot 2-2A and considering the Northerly Line of said Lot 2-2A as an assumed bearing of North 72° 48' 36" East, with all bearings contained herein relative thereto;

Thence along the Easterly line of said Lot 2-2A, South 01° 52' 52" West a distance of 187.57 feet to a point on the Northerly line of a 10 foot-wide Dry Utility Easement dedicated on Cottonwood Highlands Filing No.6, recorded July 18, 2018, at Reception No. 2018043511, official records of said county and the beginning of a non-tangent curve to left, having a radius of 125.00 feet, and whose long chord bears North 70° 53' 13" West a chord distance of 19.28 feet; thence departing said Easterly line, along the Northerly line of said 10 foot-wide Dry Utility Easement and the arc of said curve to the left 19.30 feet through a central angle of 8° 50' 53" to the beginning of a curve to the left, having a radius of 125.00 feet, and whose long chord bears North 81° 04' 29" West a chord distance of 25.11 feet and the **Point of Beginning**;

Thence continuing along the Northerly line of said 10 foot-wide Utility Easement 25.15 feet along the arc of last said curve through a central angle of 11° 31' 38";

Thence departing said Northerly line, North 03° 39' 13" East a distance of 91.28 feet;

Thence North 72° 48' 36" West a distance of 22.94 feet;

Thence South 17° 11' 24" East a distance of 10.00 feet;

Thence South 03° 39' 19" West a distance of 92.40 feet to Northerly Line of said 10 foot-wide Dry Utility Easement and the **Point of Beginning**.

Containing 2400 square feet or 0.055 acres more or less.

Parcel 2:

Commencing at the Northwest corner of said Lot 2-2A and assuming the Northerly Line of said Lot 2-2A bearing North 72° 48' 36" East, with all bearings contained herein relative thereto;

Thence South 72° 18' 10" East a distance of 66.44 feet to a point on the general Easterly line of a Drainage Easement dedicated on said Cottonwood Highlands Filing No.6, and the **Point of Beginning**;

Thence departing said general Easterly line, North 72° 48' 36" East a distance of 18.14 feet;

Thence South 17° 11' 24" East a distance of 25.00 feet;

Thence South 72° 48' 36" West a distance of 18.14 feet to a point on said general Easterly line;

Thence along said general Easterly line, North 17° 11' 24" West 25.00 feet to the **Point of Beginning**.

Containing 454 square feet or 0.010 acres more or less.



Vladislav Skrejev, PLS 38705

EXHIBIT "B" PARCEL 1

LOT 2-2B
COTTONWOOD HIGHLAND FILING
NO.6, AMENDMENT 1
REC. NO. 2021004731

PUBLIC ACCESS AND
UTILITY EASEMENT
REC. NO. 2021004731

LOT 2-2A
COTTONWOOD HIGHLAND FILING
NO.6, AMENDMENT 1
REC. NO. 2021004731

PARCEL 1
2400 SF
0.055 AC

LEGEND:

	EASEMENT LINE
	EASEMENT AREA
	EXISTING EASEMENT LINE
	LOT LINE
	ADJOINING LOT LINE

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S17° 11' 24"E	10.00

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	8° 50' 53"	19.30	125.00	N70° 53' 13"W	19.28
C2	11° 31' 38"	25.15	125.00	N81° 04' 29"W	25.11

DRAINAGE EASEMENT

A PORTION OF LOT 2-2A
COTTONWOOD HIGHLAND FILING NO.6, AMENDMENT NO.1

1 OF 2



320 North Lincoln Avenue
Loveland, CO 80537

p: 970.613.1447
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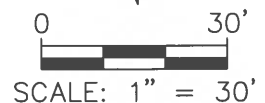


EXHIBIT "B"

PARCEL 2

LOT 2-2B
COTTONWOOD HIGHLAND FILING
NO.6, AMENDMENT 1
REC. NO. 2021004731

(BASIS OF BEARINGS)
N 72°48'36" E

POINT OF COMMENCEMENT
NW COR. LOT 2-2A

DRAINAGE EASEMENT
REC. NO. 2018043511

LOT 2-2A
COTTONWOOD HIGHLAND FILING
NO.6, AMENDMENT 1
REC. NO. 2021004731

S 72°18'10" E 66.44'

POINT OF BEGINNING

N 72°48'36" E
18.14'

S 17°11'24" E
25.00'

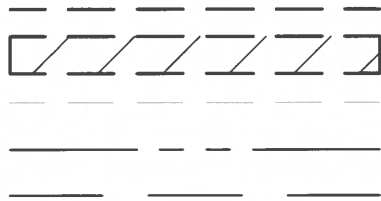
N 17°11'24" W
25.00'

S 72°48'36" W
18.14'

PARCEL 2
454 SF
0.010 AC

DRAINAGE EASEMENT
REC. NO. 2018043511

LEGEND:



EASEMENT LINE
EASEMENT AREA
EXISTING EASEMENT LINE
LOT LINE
ADJOINING LOT LINE



SCALE: 1" = 20'

2 OF 2

DRAINAGE EASEMENT

A PORTION OF LOT 2-2A
COTTONWOOD HIGHLANDS FILING NO.6, AMENDMENT NO.1



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Loveland, CO 80537
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San Luis Obispo Riverside Boise



Request for Town Council Action

Date: August 3, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-055**
A Resolution Accepting a Drainage Easement from Town and Country Village Homeowners Association, Inc. for a Portion of Tract A, Town and Country Village Filing No. 4

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept a drainage easement from Town & County Village Homeowner's Association over a portion of Tract A, Town & Country Village Filing No. 4. This easement is proposed in association with the East Mainstreet development project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The East Mainstreet development project, located at the northwest corner of Mainstreet and Pace Center Drive, was administratively approved by the Town in 2024. The approved construction plans for the development required the developer to obtain a drainage easement from the adjacent property owner to cover offsite storm drainage improvements proposed with the development. Since the drainage facilities are being constructed as part of a site plan process, and not a Plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

None. This storm drainage infrastructure will be the maintenance responsibility of the East Mainstreet developer.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-055

RECOMMENDED MOTION

I move to approve Resolution No. 26-055, as part of the consent agenda.



Access Easement
Vicinity Map



RESOLUTION NO. 26-055 , Series of 2026

TITLE: A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM TOWN AND COUNTRY VILLAGE HOMEOWNERS ASSOCIATION, INC. FOR A PORTION OF TRACT A, TOWN AND COUNTRY VILLAGE FILING NO. 4

WHEREAS, Town and Country Village Homeowners Association, Inc. (“Grantor”) is the owner of certain real property located within a portion of Tract A, Town and Country Village Filing No. 4, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and the Town of Parker (“Town”) desire to enter into the Drainage Easement Agreement that grants to the Town an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreement from Town and Country Village homeowners Association, Inc. granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Tract A, Town and Country Village Filing No. 4, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

NONEXCLUSIVE DRAINAGE EASEMENT AGREEMENT
(A Portion of Tract A, Town and Country Village Subdivision Filing No. 4)

THIS NONEXCLUSIVE DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ___ day of _____, 2025, by and among TOWN AND COUNTRY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, having an address of P.O. Box 88081, Colorado Springs, Colorado 80908 ("Grantor"), CD-PARKER, LLC, a Colorado limited liability company (the "Grantee"), having an address of 430 Indiana Street, Suite 200, Golden, Colorado 80138, and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Town").

RECITALS

A. The Grantee desires that the Grantor allow a storm sewer to be installed on Grantor's property, which is described in **Exhibit A** (the "Burdened Property"), attached hereto and incorporated herein by this reference, for the benefit of Grantee's development to be constructed on Grantee's property, which is described in **Exhibit B** (the "Benefitted Property"), attached hereto and incorporated herein by this reference.

B. The Grantor is willing to grant a nonexclusive easement to the Grantee for the aforesaid purposes on the terms and conditions set forth herein and to the Town for access and emergency maintenance of the storm sewer described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth in the above Recitals, which are incorporated herein by this reference, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Burdened Property, described in **Exhibit C** (the "Easement Property"), attached hereto and incorporated herein by this reference. Subject to the terms of this Easement Agreement, Grantee shall have the specific rights of ingress and egress to the Easement Property for the construction, reconstruction, operation and maintenance of the storm sewer, as shown on the Town-approved construction plans, incorporated herein by reference, including the right to remove impediments to operation and maintenance of the Easement Property, such as trees, asphalt and sidewalks. Grantee agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities with the Grantor, which will disturb the Grantors use of the Easement Property for the purpose of minimizing such disruption. If Grantee fails to operate, maintain, repair and replace the Easement Property in accordance with the provisions set forth herein and the Town's requirements, then both the Town and Grantor shall have the right to arrange for such work to be performed at Grantee's sole expense as provided herein.

2. Unencumbered Title. Grantor warrants that, to the best of its knowledge, the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Representation of Grantor. Grantor represents and warrants that it has the authority to enter into this Easement Agreement.

4. Operation and Maintenance.

a. The installation, operation, maintenance, repair and replacement of the storm sewer within the Easement Property shall be the sole responsibility of the Grantee; provided, however, that the Town and Grantor shall have the right to maintain, repair and replace such storm sewer in the event Grantee fails to do so, and Grantee shall pay all costs incurred by the Town and Grantor in such event.

b. In the event that Grantee damages or destroys improvements on Grantor's property or in the Easement Property, pursuant to activities conducted under this Agreement, Grantee shall immediately commence and thereafter diligently pursue completion of the repair or reconstruction of all improvements that were so damaged or destroyed, at its cost. If Grantee fails to adequately operate, maintain and repair the Easement Property or damage within Grantor's property within fourteen (14) days after the date of written notice from Grantor or the Town to the Grantee, then Grantor or the Town may do so as provided herein. Notwithstanding the foregoing, Grantor or the Town, as appropriate, may, in the event of an emergency, as determined by Grantor or the Town in its sole discretion, clean, cure or correct any blockage or damage caused by Grantee's failure to adequately maintain the Easement Property. In such an event, Grantee shall reimburse Grantor or the Town, as applicable, for the cost of such maintenance or repair and for any damages caused by the failure to maintain and repair. If Grantee fails to reimburse Grantor for the cost of such maintenance, damages, or repair within thirty (30) days after receipt of an invoice from Grantor or Town describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Benefited Property until paid in full, with priority over all other liens, except general tax liens, which lien shall be certified to the Douglas County Treasurer and collected in the same manner as property taxes are collected. Grantee further agrees that Grantor and the Town may also pursue any and all other remedies available at law or in equity. If Grantee fails to reimburse the Town for the cost of such maintenance or repair within thirty (30) days after receipt of an invoice from the Town describing the corrective or maintenance action taken, the unpaid amount shall constitute a delinquent charge on the Benefited Property to be certified to the Douglas County treasurer pursuant to Section 31-20-105, C.R.S., in the same manner as taxes.

5. 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 the Grantor. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property described on **Exhibit A**.

6. Grantee Defined. The word "Grantee" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, transferees, grantees and assigns of Grantee. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property described in **Exhibit B**.

7. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property is located and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, and licensees.

b. Grantee 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.

8. Indemnity. Grantee covenants and agrees to defend, indemnify and hold harmless Grantor, its officers, directors and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including, without limitation, fines, penalties, court costs and attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Easement Property or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss of damage is caused by the gross negligence of Grantor, its officers, directors or employees.

Grantee covenants and agrees to defend, indemnify and hold harmless the Town, its elected officials and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including without limitation fines, penalties, court costs and attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Easement Property or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss or damage is caused by the gross negligence of the Town, its elected officials or employees.

9. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

10. Miscellaneous.

a. The easements granted herein shall be perpetual.

b. 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.

c. This easement constitutes all the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

d. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

e. Grantee acknowledges that Grantor has made no representations or warranty whatsoever regarding the Easement Property or the suitability of the Easement Property for Grantee's purpose. The Easement Property is made available to Grantee in its "as-is, where-is, with all faults" condition as of the date hereof.

f. Prior to any entry onto the Easement Property by Grantee or Grantee's representative, contractors or agents, Grantee will obtain and maintain and cause its contractors and other such parties to obtain and maintain Commercial General Liability Insurance with minimum limits of coverage of \$1,000,000 combined single limit occurrence and \$2,000,000 combined single limit aggregate. Grantee will cause Grantor to be named as an additional insured on the Commercial General Liability policy and Grantee will provide certificates of insurance evidencing such coverage upon written request from Grantor.

g. This Agreement shall be construed in accordance with Colorado law. Venue for any action arising hereunder shall lie exclusively in the district courts of Douglas County Colorado. With respect to disputes arising between the Grantor and the Grantee only, the substantially prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding and any efforts or negotiations leading thereto. The parties expressly agree that the preceding sentence does not apply to disputes involving the Town.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: TOWN AND COUNTRY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

Patricia Ross
Patricia Ross, President – Board of Directors

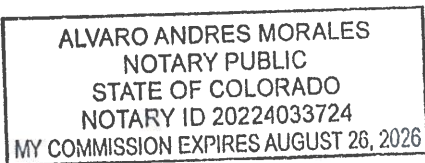
STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 24 day of September, 2025, by Patricia Ross as President – Board of Directors, Town and County Village Homeowners Association, Inc., a Colorado nonprofit corporation.

My commission expires: 08/26/2026

SEAL

[Signature]
Notary Public



GRANTEE: CD-PARKER, LLC, a Colorado limited liability company

By: Confluence Companies, LLC a Colorado limited liability company, its Manager

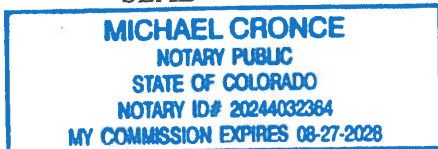
By: [Signature]
Anthony De Simone, Manager

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 2 day of October, 2025, by Anthony De Simone, Confluence Companies, LLC, a Colorado limited liability company, as Manager, of CD-Parker, LLC, a Colorado limited liability company.

My commission expires: 08/27/2028

SEAL



[Signature]
Notary Public

TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

Burdened Property

Tract A, Town and Country Village Subdivision Filing No. 4

EXHIBIT B

Benefited Property

Lot 4, Mainstreet & Pine Marketplace, 4th Amendment



Request for Town Council Action

Date: August 3, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-056**
A Resolution Accepting Drainage Easements from CD-Parker, LLC for Portions of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept drainage easements from CD-Parker, LLC for Portions of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment. This easement is proposed in association with the East Mainstreet development project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The East Mainstreet development project, located at the northwest corner of Mainstreet and Pace Center Drive, was administratively approved by the Town in 2024. The approved construction plans for the development have been reviewed and approved by the Engineering Department. Since the drainage facilities are being constructed as part of a site plan process, and not a Plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

None. This storm drainage infrastructure will be the maintenance responsibility of the East Mainstreet developer.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-056

RECOMMENDED MOTION

I move to approve Resolution No. 26-056, as part of the consent agenda.



Drainage Easement
(to be accepted)

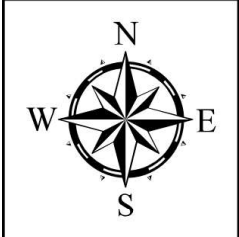
East Mainstreet
Development

Pace Center Drive

Discovery Park

Mainstreet

Drainage Easement
Vicinity Map



RESOLUTION NO. 26-056 , Series of 2026

TITLE: A RESOLUTION ACCEPTING DRAINAGE EASEMENTS FROM CD-PARKER, LLC FOR PORTIONS OF LOT 4, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT

WHEREAS, CD-Parker, LLC (“Grantor”) is the owner of certain real property located within portions of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and Town of Parker (“Town”) desire to enter into the Drainage Easement Agreements that grant to the Town easements under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreements is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreements from CD-Parker, LLC, granting drainage easements for the purpose of access, operation, and maintenance of drainage facilities over portions of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 5 day of March, 2025, by and between CD-PARKER, LLC, a Colorado limited liability company, having an address of 430 Indiana Street, Suite 200, Golden, Colorado 80138 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the owners of the land through which the easement runs, 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 the real property identified on **Exhibit A**. 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 then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee 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.

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

7. 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 constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: CD-PARKER, LLC, a Colorado limited liability company

By: Confluence Companies, LLC a Colorado limited liability company, its Manager



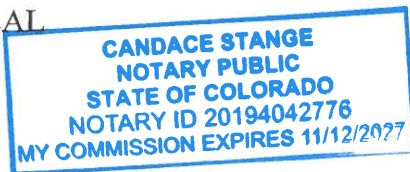
Anthony De Simone, Manager

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 5 day of March, 2025, by Anthony De Simone, Confluence Companies, LLC, a Colorado limited liability company, as Manager, of CD-Parker, LLC, a Colorado limited liability company.

My commission expires: 11-12-2027

SEAL





Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT "A"
DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, PLS 13155, AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE SOUTH 19°38'55" WEST, A DISTANCE OF 918.05 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT A OF TOWN AND COUNTRY VILLAGE SUBDIVISION FILING NO. 4 AS RECORDED AT RECEPTION NO. 1983309643, SAME BEING THE NORTHWEST CORNER OF SAID LOT 4 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST BOUNDARY OF TRACT A AND ALONG THE NORTH BOUNDARY OF SAID LOT 4 NORTH 89°54'35" EAST, A DISTANCE OF 3.46 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY SOUTH 11°47'27" WEST, A DISTANCE OF 16.37 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 4 AND SAID EAST BOUNDARY OF TRACT A;

THENCE ALONG SAID EAST AND WEST BOUNDARIES NORTH 00°25'07" WEST, A DISTANCE OF 16.02 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

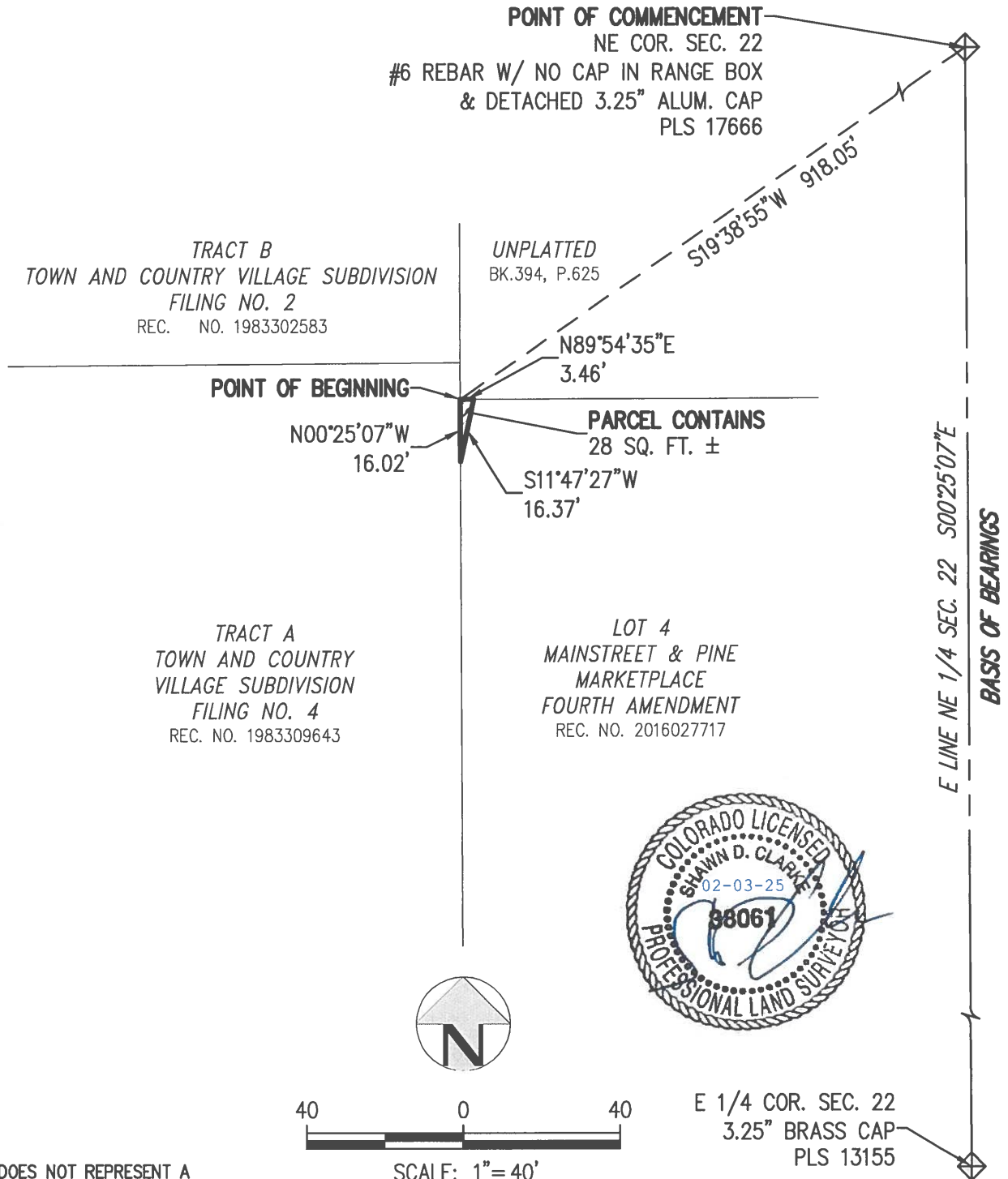
PREPARED BY: SHAWN D. CLARKE, PLS
CO #38061
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



ILLUSTRATION FOR EXHIBIT "A"

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



Plotted: FRI 01/31/25 3:18:48P By: Jason Carothers Filepath: p:\2023\230202\survey\esmt_230202_4-cnst-sfrm.dwg Layout: illus-2

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 5 day of March, 2025, by and between CD-PARKER, LLC, a Colorado limited liability company, having an address of 430 Indiana Street, Suite 200, Golden, Colorado 80138 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and the Grantor (i) fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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 the owners of the land through which the easement runs, 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 the real property identified on **Exhibit A**. 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 then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee 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.

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

7. 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 constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: CD-PARKER, LLC, a Colorado limited liability company

By: Confluence Companies, LLC a Colorado limited liability company, its Manager

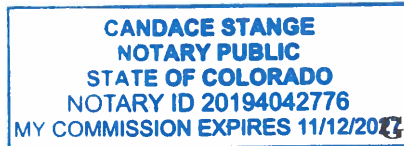
Anthony De Simone, Manager

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 5 day of March, 2025, by Anthony De Simone, Confluence Companies, LLC, a Colorado limited liability company, as Manager, of CD-Parker, LLC, a Colorado limited liability company.

My commission expires: 11-12-2027

SEAL



Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**EXHIBIT A
EASEMENT DESCRIPTION**

THREE (3) PARCELS OF LAND BEING A PORTION LOT 4, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH NO CAP IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, PLS 13155, AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT;

PARCEL 1 (PORTION OF LOT 4)

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE SOUTH 04°19'34" WEST, A DISTANCE OF 945.21 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE COMMON BOUNDARY BETWEEN SAID LOTS 1 AND LOT 4 AND THE **POINT OF BEGINNING FOR PARCEL 1**;

THENCE ALONG SAID COMMON BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°05'25" EAST, A DISTANCE OF 0.17 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 43°47'04", AND A CHORD WHICH BEARS SOUTH 21°58'57" EAST A CHORD DISTANCE OF 46.23 FEET;
- 3) THENCE SOUTH 43°52'29" EAST, A DISTANCE OF 45.94 FEET;

THENCE DEPARTING SAID COMMON BOUNDARY SOUTH 02°31'51" EAST, A DISTANCE OF 60.97 FEET;

THENCE SOUTH 64°39'04" EAST, A DISTANCE OF 27.05 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE COMMON BOUNDARY BETWEEN SAID LOT 4 AND TRACT B OF SAID MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT;

THENCE ALONG SAID BOUNDARY ON THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 25.02 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A CENTRAL ANGLE OF 03°46'02", AND A CHORD WHICH BEARS SOUTH 27°14'25" WEST A CHORD DISTANCE OF 25.01 FEET;

THENCE DEPARTING SAID COMMON BOUNDARY OF LOT 4 AND TRACT B ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 64°39'04" WEST, A DISTANCE OF 41.28 FEET;

THENCE NORTH 02°31'51" WEST, A DISTANCE OF 96.53 FEET;

THENCE NORTH 46°19'30" WEST, A DISTANCE OF 56.50 FEET;

(CONTINUED ON SHEET 2)



(CONTINUED FROM SHEET 1)

THENCE NORTH 86°27'26" WEST, A DISTANCE OF 164.14 FEET;

THENCE NORTH 03°32'34" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 86°27'26" EAST, A DISTANCE OF 173.27 FEET;

THENCE SOUTH 46°19'30" EAST, A DISTANCE OF 9.59 FEET TO THE **POINT OF BEGINNING FOR PARCEL 1.**

SAID PARCEL 1 CONTAINS 7,833 SQUARE FEET OR 0.18 ACRES, MORE OR LESS;

TOGETHER WITH:

PARCEL 2 (PORTION OF LOT 4)

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE SOUTH 01°12'20" WEST, A DISTANCE OF 1,398.47 FEET TO A POINT ON THE COMMON BOUNDARY BETWEEN SAID LOT 4 AND TRACT B OF SAID MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID COMMON BOUNDARY SOUTH 08°15'25" EAST, A DISTANCE OF 25.24 FEET;

THENCE DEPARTING SAID COMMON BOUNDARY SOUTH 89°34'53" WEST, A DISTANCE OF 23.04 FEET;

THENCE NORTH 00°25'07" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 89°34'53" EAST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING FOR PARCEL 2;

SAID PARCEL 2 CONTAINS 533 SQUARE FEET OR 0.01 ACRES, MORE OR LESS;

TOGETHER WITH:

PARCEL 3 (PORTION OF LOT 4)

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE SOUTH 12°02'43" WEST, A DISTANCE OF 1,305.93 FEET TO THE **POINT OF BEGINNING FOR PARCEL 3;**

THENCE SOUTH 00°25'07" EAST, A DISTANCE OF 89.12 FEET;

THENCE SOUTH 45°25'07" EAST, A DISTANCE OF 5.91 FEET;

THENCE NORTH 89°34'53" EAST, A DISTANCE OF 16.19 FEET;

(CONTINUED ON SHEET 3)



(CONTINUED FROM SHEET 2)

THENCE SOUTH 00°25'07" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89°34'53" WEST, A DISTANCE OF 26.54 FEET;

THENCE NORTH 45°25'07" WEST, A DISTANCE OF 26.62 FEET;

THENCE NORTH 00°25'07" WEST, A DISTANCE OF 99.48 FEET;

THENCE NORTH 89°34'53" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING FOR PARCEL 3;**

SAID PARCEL 3 CONTAINS 3,298 SQUARE FEET OR 0.08 ACRES, MORE OR LESS;

PARCELS 1, 2, AND 3 CONTAIN A TOTAL OF 11,664 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

PREPARED BY: SHAWN D. CLARKE, PLS
CO #38061
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



ILLUSTRATION FOR EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

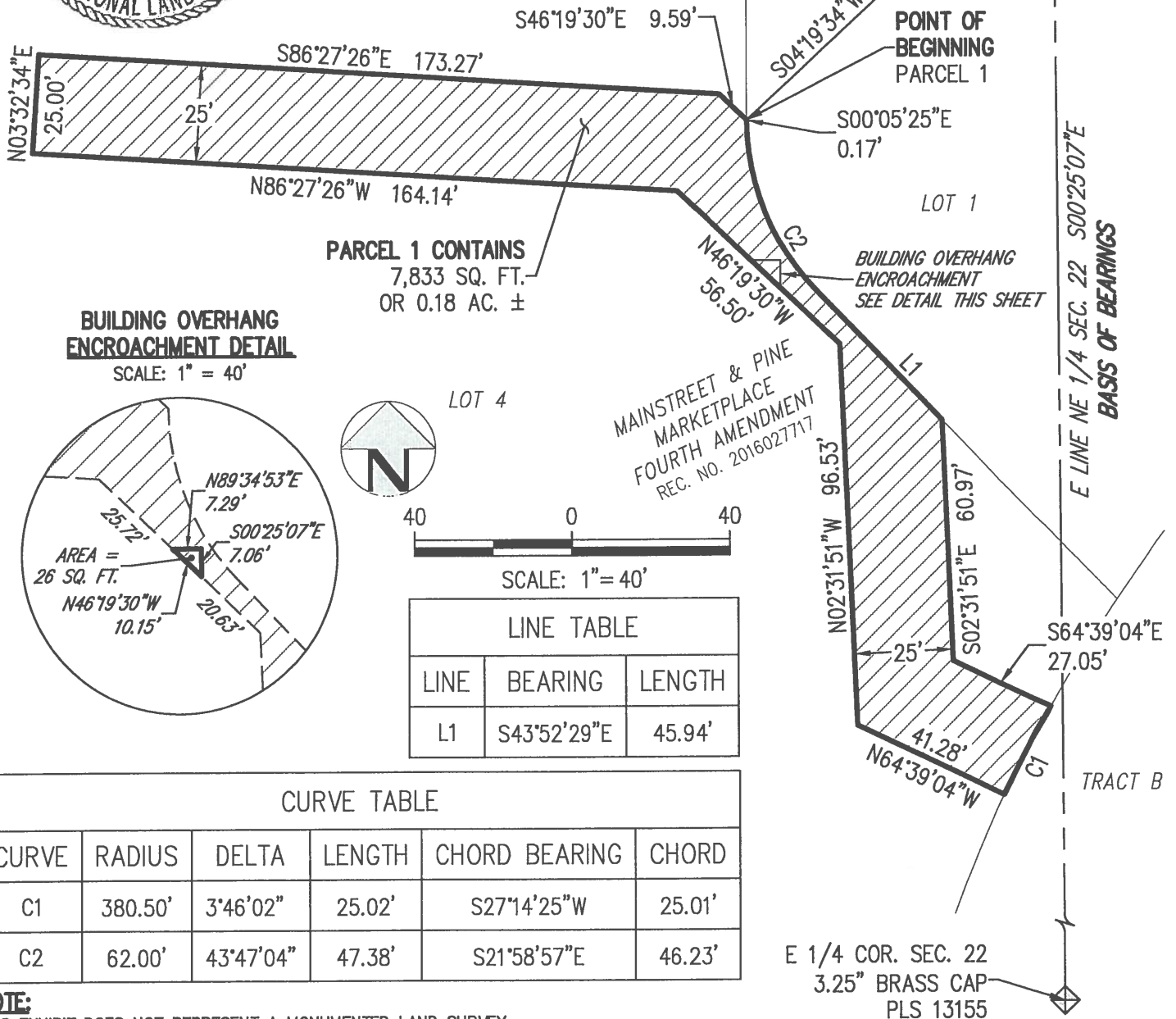


POINT OF COMMENCEMENT

NE COR. SEC. 22

#6 REBAR W/ NO CAP IN RANGE BOX &
DETACHED 3.25" ALUM. CAP, PLS 17666

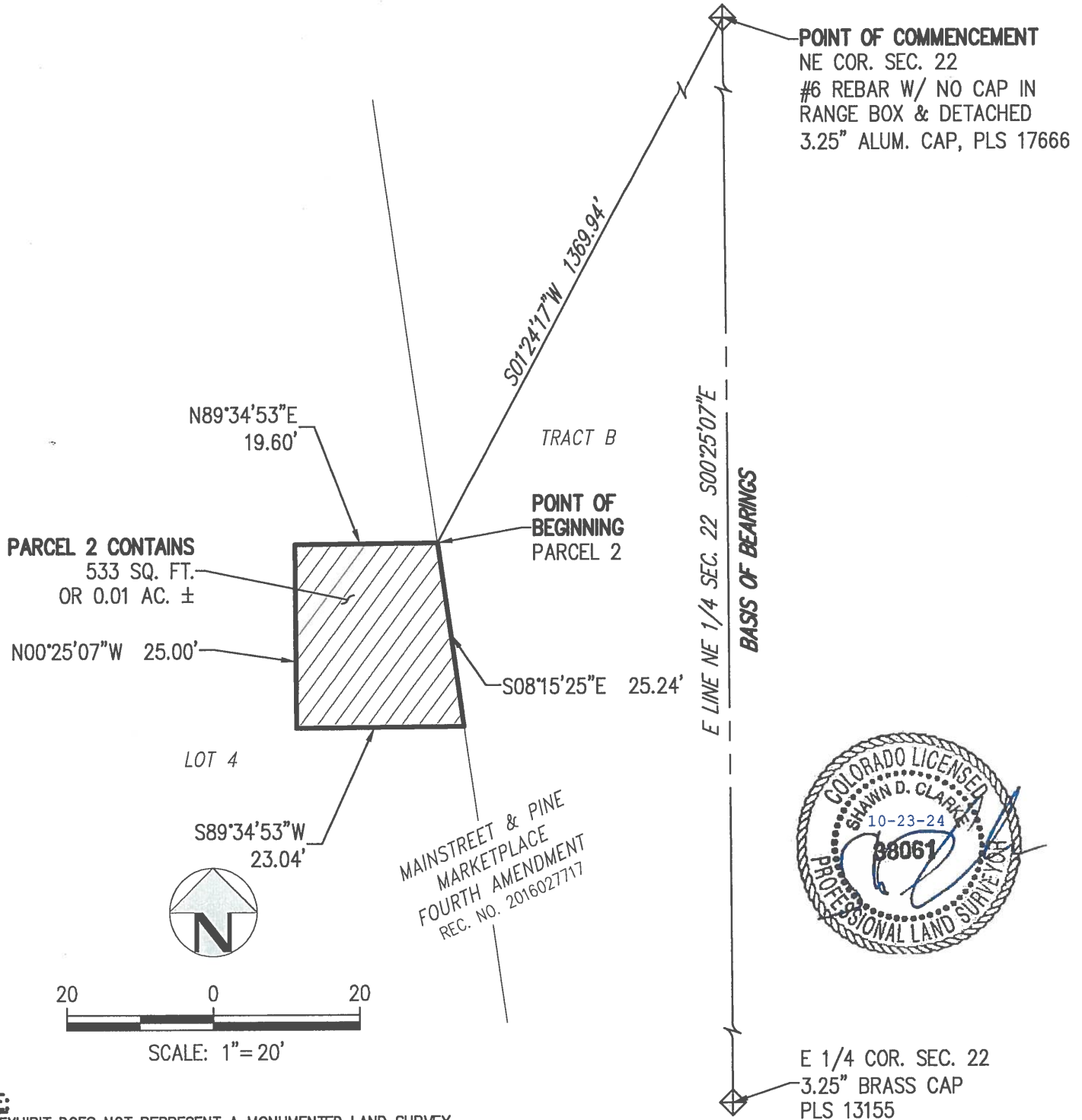
POINT OF BEGINNING PARCEL 1



Plotted: WED 10/23/24 4:45:30P By: Shawn Clarke Filepath: p:\2023\230202\survey\esmt_230202_5-strm.dwg Layout: parcel 1

ILLUSTRATION FOR EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

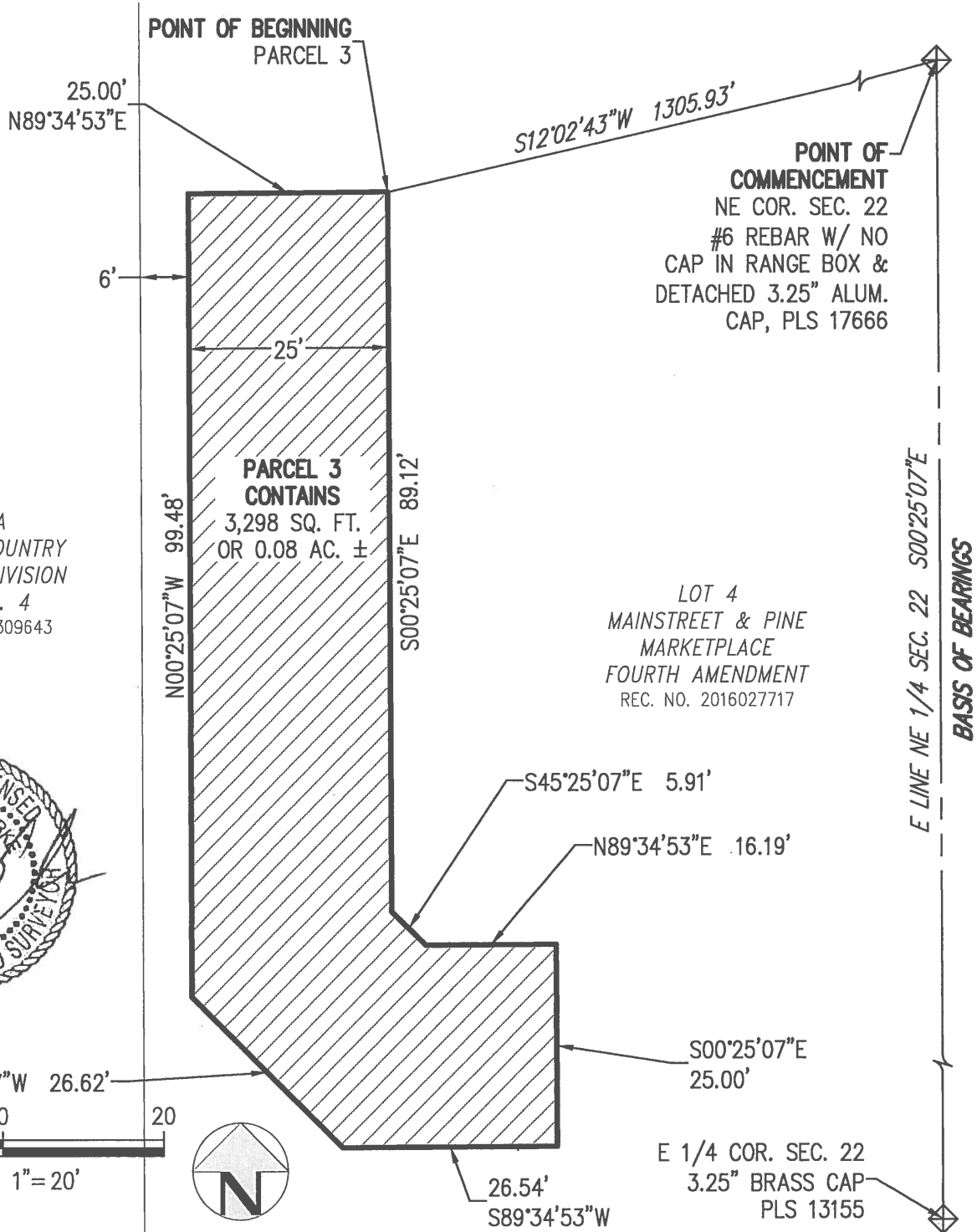


Plotted: WED 10/23/24 4:45:35P By: Shawn Clarke Filepath: p:\2023\230202\survey\esmt_230202_5-sfrm.dwg Layout: parcel 2

 1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com	ILLUSTRATION - PARCEL 2 MAINSTREET & PINE MARKETPLACE 4TH AMD L4 PARKER, DOUGLAS COUNTY, COLORADO	PROJECT #: 230202 CHECKED BY: SDC DRAWN BY: JPE SHEET NUMBER 5 5 OF 6
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ILLUSTRATION FOR EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



TRACT A
TOWN AND COUNTRY
VILLAGE SUBDIVISION
FILING NO. 4
REC. NO. 1983309643



NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

**HKS HARRIS
KOCHER
SMITH**

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ILLUSTRATION - PARCEL 3

MAINSTREET & PINE MARKETPLACE 4TH AMD L4
PARKER, DOUGLAS COUNTY, COLORADO

PROJECT #: 230202

CHECKED BY: SDC

DRAWN BY: JPE

SHEET NUMBER

6

6 OF 6



Request for Town Council Action

Date: August 3, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-057**
A Resolution Accepting an Access Easement from CD-Parker, LLC for a Portion of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept an access easement from CD-Parker, LLC for a Portion of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment. This easement is proposed in association with the East Mainstreet development project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's engineering criterion requires that access easements be dedicated over all public sidewalks located on private property. These easements are necessary to ensure the that public access is maintained to these sidewalks, and to ensure the long-term maintenance of the facilities.

The East Mainstreet development project, located at the northwest corner of Mainstreet and Pace Center Drive, was administratively approved by the Town in 2024. The Engineering Department has reviewed and approved the construction documents for the development. Since the sidewalks are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

None. These sidewalks will be the maintenance responsibility of the East Mainstreet developer.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

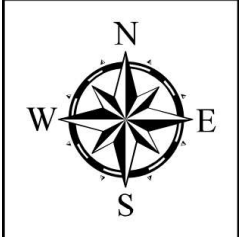
1. Vicinity Map
2. Resolution No. 26-057

RECOMMENDED MOTION

I move to approve Resolution No. 26-057, as part of the consent agenda.



Access Easement
Vicinity Map



RESOLUTION NO. 26-057, Series of 2026

TITLE: A RESOLUTION ACCEPTING AN ACCESS EASEMENT FROM CD-PARKER, LLC FOR A PORTION OF LOT 4, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT

WHEREAS, CD-Parker, LLC (“Grantor”) is the owner of certain real property located within a portion of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor has agreed to grant the Town of Parker (the “Town”) an access easement over a portion of the property for the purpose of providing vehicular and pedestrian access for the benefit of the Grantor and the Town;

WHEREAS the Grantor and Town agree to enter into an Access Easement Agreement to memorialize the granting of the access easement;

WHEREAS, Section 1.06.010 of the Parker Municipal Code requires that acceptance of a conveyance of an interest in real property to the Town be approved by resolution of the Town Council;

WHEREAS, the Town Council finds that acceptance of the Access Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council hereby accepts the Access Easement Agreement from CD-Parker, LLC, granting an access easement for vehicular and pedestrian access over a portion of Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, as more particularly described in the Access Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Easement Agreement") is dated this 22nd day of June, 2025, by **CD-PARKER, LLC**, a Colorado limited liability company, having an address of 430 Indiana Street, Suite 200, Golden, Colorado 80138 ("Grantor"), and the **TOWN OF PARKER**, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("Grantee").

Whereas, the Grantee is the owner of PACE Center Drive and the Grantor is the owner of that certain real property described in **Exhibit A**, which is attached here and incorporated by this reference, and located immediately adjacent to PACE Center Drive (the "Easement Property");

Whereas, the Grantee desires to acquire an easement for the purpose of providing pedestrian access over the Easement Property for the benefit of both the Grantor and the Grantee; and

Whereas, the Grantor desires to grant an easement to the Grantee for the purposes described herein.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Access Easement. The Grantor does hereby grant and convey to the Grantee, its successors and assigns, an access easement on and through the Easement Property, for the purpose of providing vehicular and pedestrian access for the benefit of the Grantor and the Grantee (the "Access Easement").

2. Operations and Maintenance.

a. Responsibility of the Grantor. The operation and perpetual maintenance of the Access Easement within the Easement Property shall be the responsibility of the Grantor; provided, however, the Grantee shall have the right to enter the Easement Property in the event the Grantee, in its sole discretion, determines it necessary to enter on the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. below.

b. Entry by the Grantee when Necessary. In the event the Grantee determines, in its sole discretion, that circumstances exist on the Easement Property requiring immediate entry onto the Easement Property for the maintenance or operation of the Access Easement, the Grantee shall have the right to enter the Easement Property and take any corrective measures determined necessary by the Grantee in its sole discretion. The Grantor agrees that, in the event the Grantee enters the Easement Property and takes any corrective action or is otherwise required to perform maintenance of the Access Easement described herein, such corrective work or other maintenance shall be done at the cost of the Grantor. By executing this Easement Agreement, the Grantor specifically covenants and agrees to pay all costs incurred by the Grantee for any corrective or maintenance action it determines necessary on the Easement Property. Such costs shall be paid by

the Grantor no later than thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken.

3. Infringement and Correction. The Grantee 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 Access Easement. 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. For purposes of this paragraph, a reasonable time shall mean no more than ten (10) calendar days after receipt of written notice.

4. Covenants of the Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee 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 adjacent lands owned by the Grantor.

5. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

6. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances, except for all matters of record as of the date hereof.

7. 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 this Easement Agreement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: CD-PARKER, LLC, a Colorado limited liability company

By: Confluence Companies, LLC a Colorado limited liability company, its Manager

By: [Signature]
Anthony De Simone, Manager

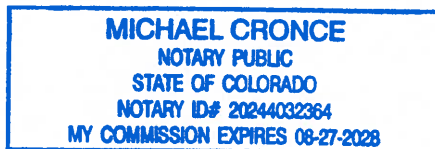
STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 22nd day of June, 2025, by Anthony De Simone, Confluence Companies, LLC, a Colorado limited liability company, as Manager, of CD-Parker, LLC, a Colorado limited liability company.

My commission expires: 08/27/28.

SEAL

[Signature]
Notary Public



GRANTEE: TOWN OF PARKER

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EASEMENT DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH NO CAP IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE SOUTH 01°09'39" EAST, A DISTANCE OF 1,064.36 FEET TO THE EAST CORNER OF SAID LOT 4, SAID POINT ALSO BEING A POINT OF NON-TANGENT CURVATURE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE PERIMETER OF SAID LOT 4 THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.96 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A CENTRAL ANGLE OF 42°09'21", AND A CHORD WHICH BEARS SOUTH 12°49'16" WEST A CHORD DISTANCE OF 273.68 FEET;
- 2) SOUTH 08°15'25" EAST, A DISTANCE OF 171.90 FEET;
- 3) SOUTH 62°58'35" WEST, A DISTANCE OF 14.55 FEET;
- 4) SOUTH 87°06'21" WEST, A DISTANCE OF 18.42 FEET;

THENCE DEPARTING SAID PERIMETER NORTH 03°24'14" WEST, A DISTANCE OF 68.81 FEET;

THENCE NORTH 00°23'11" WEST, A DISTANCE OF 7.47 FEET;

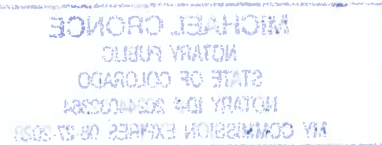
THENCE NORTH 89°34'53" EAST, A DISTANCE OF 1.21 FEET;

THENCE NORTH 00°25'07" WEST, A DISTANCE OF 25.34 FEET;

THENCE SOUTH 89°27'47" WEST, A DISTANCE OF 1.26 FEET;

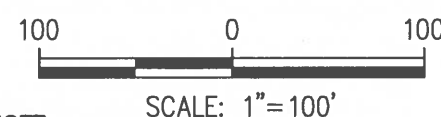
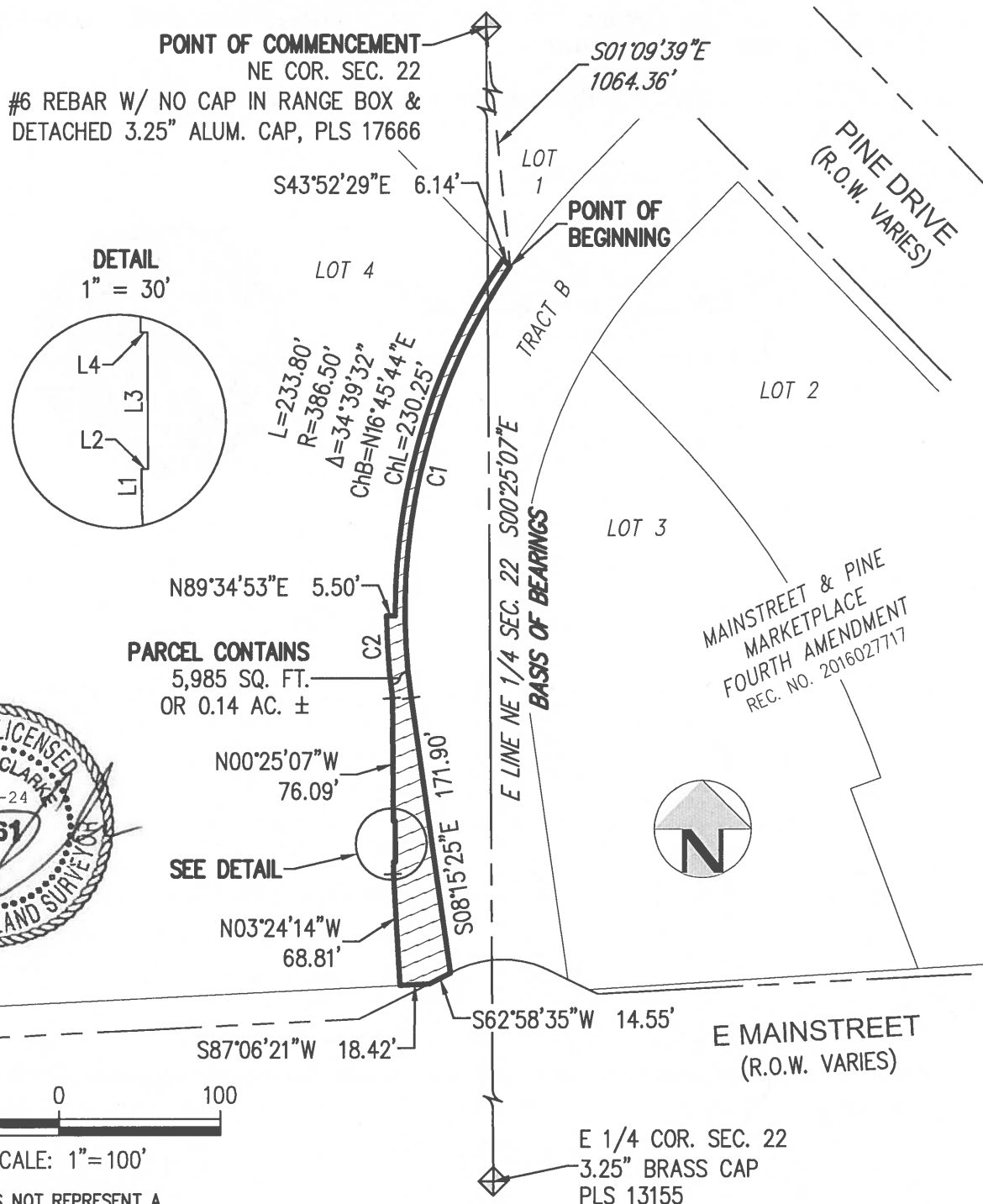
THENCE NORTH 00°25'07" WEST, A DISTANCE OF 76.09 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 51.04 FEET, SAID CURVE HAVING A RADIUS OF 392.00 FEET, A CENTRAL ANGLE OF 07°27'35", AND A CHORD WHICH BEARS NORTH 04°17'42" WEST A CHORD DISTANCE OF 51.00 FEET;



ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS INTENDED
TO DEPICT ONLY THE ATTACHED DESCRIPTION.

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 89°34'53" EAST, A DISTANCE OF 5.50 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 233.80 FEET, SAID CURVE HAVING A RADIUS OF 386.50 FEET, A CENTRAL ANGLE OF 34°39'32", AND A CHORD WHICH BEARS NORTH 16°45'44" EAST A CHORD DISTANCE OF 230.25 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 43°52'29" EAST, A DISTANCE OF 6.14 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 5,985 SQUARE FEET OR 0.14 ACRES, MORE OR LESS

PREPARED BY: SHAWN D. CLARKE, PLS
CO #38061
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'11"W	7.47'
L2	N89°34'53"E	1.21'
L3	N00°25'07"W	25.34'
L4	S89°27'47"W	1.26'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	380.50'	42°09'21"	279.96'	S12°49'16"W	273.68'
C2	392.00'	7°27'35"	51.04'	N04°17'42"W	51.00'



Plotted: MON 11/04/24 11:55:09A By: Shawn Clarke Filepath: p:\2023\230202\survey\esmt_230202_9-accs.dwg Layout: table



Request for Town Council Action

Date: August 3, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-058**
A Resolution Accepting a Drainage Easement from Douglas County Libraries for a Portion of Lot 1, Mainstreet & Pine Marketplace Fourth Amendment

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept a drainage easement from Douglas County Libraries for a Portion of Lot 1, Mainstreet & Pine Marketplace Fourth Amendment. This easement is proposed in association with the East Mainstreet development project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The East Mainstreet development project, located at the northwest corner of Mainstreet and Pace Center Drive, was administratively approved by the Town in 2024. The approved construction plans for the development required the developer to obtain a drainage easement from the adjacent property owner to cover offsite storm drainage improvements proposed with the development. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

None. This storm drainage infrastructure will be the maintenance responsibility of the East Mainstreet developer.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 26-058

RECOMMENDED MOTION

I move to approve Resolution No. 26-058, as part of the consent agenda.

Drainage Easement
(to be accepted)

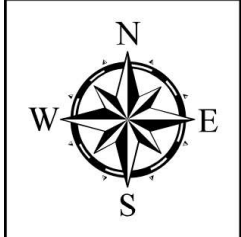
East Mainstreet
Development

Pace Center Drive

Discovery Park

Mainstreet

Drainage Easement
Vicinity Map



RESOLUTION NO. 26-058 , Series of 2026

**TITLE: A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM
DOUGLAS COUNTY LIBRARIES FOR A PORTION OF LOT 1,
MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT**

WHEREAS, Douglas County Libraries (“Grantor”) is the owner of certain real property located within a portion of Lot 1, Mainstreet & Pine Marketplace Fourth Amendment, Town of Parker, County of Douglas, State of Colorado;

WHEREAS, the Grantor constructed drainage pipe and appurtenant drainage facilities on the property;

WHEREAS, pursuant to Section 4.08.090(b) of the Parker Municipal Code, the owner is responsible for maintenance of the drainage facilities, but the Town may elect to maintain such facilities if the owner fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage;

WHEREAS, the Grantor and the Town of Parker (“Town”) desire to enter into a Drainage Easement Agreement that grants the Town an easement under and through the easement property for maintenance of the drainage facilities, together with rights of ingress and egress, and the right to remove impediments to operation and maintenance, subject to coordination with the owner to minimize disruption;

WHEREAS, the Town Council of the Town of Parker finds that acceptance of the Drainage Easement Agreement is in the best interest of the Town.

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

Section 1. Acceptance. The Town Council of the Town of Parker hereby accepts the Drainage Easement Agreement from Douglas County Libraries, granting a drainage easement for the purpose of access, operation, and maintenance of drainage facilities over a portion of Lot 1, Mainstreet & Pine Marketplace Fourth Amendment, as more particularly described in the Drainage Easement Agreement attached hereto as **Exhibit 1** and incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

**NONEXCLUSIVE DRAINAGE EASEMENT AGREEMENT
(A Portion of Lot 1, Mainstreet & Pine Marketplace, Fourth Amendment)**

THIS NONEXCLUSIVE DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 28 day of May, 2025, by and among DOUGLAS COUNTY LIBRARIES, a library district formed in Douglas County, Colorado, having an address of 100 S. Wilcox Street, Castle Rock, Colorado 80104 ("Grantor"), CD-PARKER, LLC, a Colorado limited liability company (the "Grantee"), having an address of 430 Indiana Street, Suite 200, Golden, Colorado 80138, and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Town").

RECITALS

A. The Grantee desires that the Grantor allow a storm sewer to be installed on Grantor's property, which is described in **Exhibit A** (the "Burdened Property"), attached hereto and incorporated herein by this reference, for the benefit of Grantee's development to be constructed on Grantee's property, which is described in **Exhibit B** (the "Benefitted Property"), attached hereto and incorporated herein by this reference.

B. The Grantor is willing to grant a nonexclusive easement to the Grantee for the aforesaid purposes on the terms and conditions set forth herein and to the Town for access and emergency maintenance of the storm sewer described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth in the above Recitals, which are incorporated herein by this reference, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Burdened Property, described in **Exhibit C** (the "Easement Property"), attached hereto and incorporated herein by this reference. Subject to the terms of this Easement Agreement, Grantee shall have the specific rights of ingress and egress to the Easement Property for the construction, reconstruction, operation and maintenance of the storm sewer, as shown on the Town-approved construction plans, including the right to remove impediments to operation and maintenance of the Easement Property, such as trees, asphalt and sidewalks. Grantee agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities with the Grantor, which will disturb the Grantors use of the Easement Property for the purpose of minimizing such disruption. If Grantee fails to operate, maintain, repair and replace the Easement Property in accordance with the provisions set forth herein and the Town's requirements, then both the Town and Grantor shall have the right to arrange for such work to be performed at Grantee's sole expense as provided herein.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Representation of Grantor. Grantor represents and warrants that it has the authority to enter into this Easement Agreement.

4. Operation and Maintenance.

a. The installation, operation, maintenance, repair and replacement of the storm sewer within the Easement Property shall be the sole responsibility of the Grantee; provided, however, that the Town and Grantor shall have the right to maintain, repair and replace such storm sewer in the event Grantee fails to do so, and Grantee shall pay all costs incurred by the Town and Grantor in such event.

b. If Grantee fails to adequately operate, maintain and repair the Easement Property within fourteen (14) days after the date of written notice from Grantor or the Town to the Grantee, then Grantor or the Town may do so as provided herein. Notwithstanding the foregoing, Grantor or the Town, as appropriate, may, in the event of an emergency, as determined by Grantor or the Town in its sole discretion, clean, cure or correct any damage caused by Grantee's failure to adequately maintain the Easement Property. In such an event, Grantee shall reimburse Grantor or the Town, as applicable, for the cost of such maintenance or repair. If Grantee fails to reimburse Grantor for the cost of such maintenance or repair within thirty (30) days after receipt of an invoice from Grantor or Town describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Benefited Property until paid in full, with priority over all other liens, except general tax liens, which lien shall be certified to the Douglas County Treasurer and collected in the same manner as property taxes are collected. Grantee further agrees that Grantor and the Town may also pursue any and all other remedies available at law or in equity. If Grantee fails to reimburse the Town for the cost of such maintenance or repair within thirty (30) days after receipt of an invoice from the Town describing the corrective or maintenance action taken, the unpaid amount shall constitute a delinquent charge on the Benefited Property to be certified to the Douglas County treasurer pursuant to Section 31-20-105, C.R.S., in the same manner as taxes.

5. 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 the Grantor. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property described on **Exhibit A**.

6. Grantee Defined. The word "Grantee" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, transferees, grantees and assigns of Grantee. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property described in **Exhibit B**.

7. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property is located and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, and licensees.

b. Grantee 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.

8. Indemnity. Grantee covenants and agrees to defend, indemnify and hold harmless Grantor, its officers, directors and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including, without limitation, fines, penalties, court costs and attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Easement Property or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss of damage is caused by the gross negligence of Grantor, its officers, directors or employees.

Grantee covenants and agrees to defend, indemnify and hold harmless the Town, its elected officials and employees, against any liability, loss, damage, demand, action, judgment or expense of any nature, including without limitation fines, penalties, court costs and attorney fees, that result from any act or omission of Grantee, its officers, directors, employees, contractors, subcontractors and agents (together, the "Grantee Parties"), or the failure of the Grantee Parties to perform or comply with any obligation or responsibility under this Easement Agreement in connection with the installation, operation, use, maintenance, repair or replacement of the Easement Property or any other activity of the Grantee Parties on Grantor's property, except to the proportionate extent that such loss or damage is caused by the gross negligence of the Town, its elected officials or employees.

9. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

10. Miscellaneous.

a. The easements granted herein shall be perpetual.

b. 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.

c. This easement constitutes all the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

d. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: DOUGLAS COUNTY LIBRARIES, a library district formed in Douglas County, Colorado

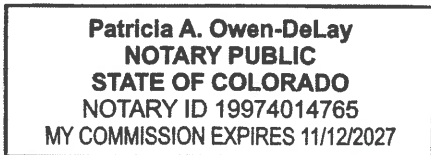
TR (Terry) Nolan
TR (Terry) Nolan, Board President

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28 day of May, 2025, by TR (Terry) Nolan, as Board President, of Douglas County Libraries, a library district formed in Douglas County, Colorado.

My commission expires: 11/12/2027

SEAL



Patricia A. Owen-DeLay
Notary Public

GRANTEE: CD-PARKER, LLC, a Colorado limited liability company

By: Confluence Companies, LLC a Colorado limited liability company, its Manager

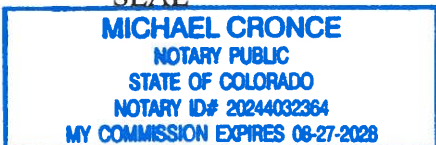
By: *Anthony De Simone*
Anthony De Simone, Manager

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 22 day of June, 2025, by Anthony De Simone, Confluence Companies, LLC, a Colorado limited liability company, as Manager, of CD-Parker, LLC, a Colorado limited liability company.

My commission expires: 08/27/2028

SEAL



Michael Cronce
Notary Public

TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

Burdened Property

Lot 1, Mainstreet & Pine Marketplace, 4th Amendment

EXHIBIT B

Benefited Property

Lot 4, Mainstreet & Pine Marketplace, 4th Amendment

EXHIBIT "C"
DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;
THENCE SOUTH $04^{\circ}19'34''$ WEST, A DISTANCE OF 945.21 FEET TO THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE SOUTH $46^{\circ}19'30''$ EAST, A DISTANCE OF 66.09 FEET;
THENCE SOUTH $02^{\circ}31'51''$ EAST, A DISTANCE OF 30.56 FEET TO SAID WEST LINE;
THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH $43^{\circ}52'29''$ WEST, A DISTANCE OF 45.94 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF $43^{\circ}47'04''$, AND A CHORD WHICH BEARS NORTH $21^{\circ}58'57''$ WEST A CHORD DISTANCE OF 46.23 FEET;
- 3) NORTH $00^{\circ}05'25''$ WEST, A DISTANCE OF 0.17 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,238 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

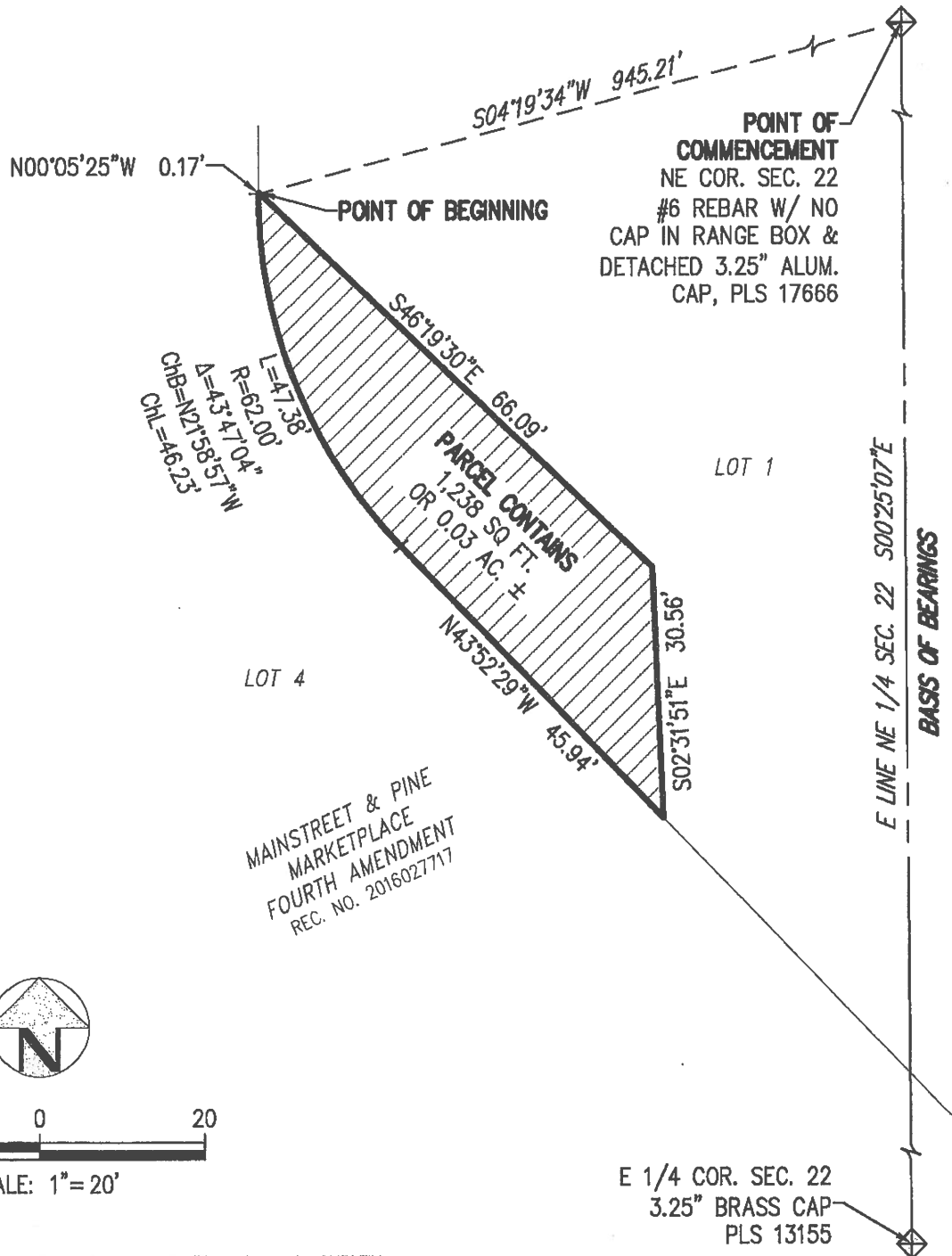
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, STAMPED "PLS 13155", AS BEARING SOUTH $00^{\circ}25'07''$ EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

PREPARED BY: SHAWN D. CLARKE, PLS
CO # 38061
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

ILLUSTRATION FOR EXHIBIT C

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE: 1"=20'

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: FRI 03/22/24 10:31:11A By: Shawn Clarke Filepath: p:\2023\230202\survey\esml_230202_6-dtm.dwg Layout: illus

HKS **HARRIS
KOCHER
SMITH**

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ILLUSTRATION FOR EXHIBIT C

MARKET & PINE MARKETPLACE 4TH AMD L4
PARKER, DOUGLAS COUNTY, COLORADO

PROJECT #: 230202

CHECKED BY: SDC

DRAWN BY: JPE

SHEET NUMBER

2

2 OF 2



Request for Town Council Action

Date: August 3, 2026

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction (CIP26-014) Contract Modification**

Amount: \$177,546 addition to original contract amount of \$779,540 for a new total of \$957,086

Contractor: TALL Contracting & Consulting Co.

Department: Engineering and Public Works, Nathan Klass

EXECUTIVE SUMMARY

This item is to award the contract modification with TALL Contracting & Consulting Co. for the Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction (CIP26-014) for \$177,546 which results in a revised contract amount of \$957,086. The purpose of this contract modification is for additional work in the adjacent area of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened the six (6) competitive bids on April 22, 2026, for the Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction Project. TALL Contracting & Consulting Co. was the lowest responsible bidder, and on May 4, 2026, Town Council approved the construction contract. The project consists of removal of concrete pavement on Pine Drive and reconditioning of existing soil with the installation of road base and geogrid. The project also includes removal and replacement of curb and gutter and sidewalk, as well as traffic signal modifications.

During a routine field inspection, it was discovered that the traffic signal detection loops on the west side of the Tallman Drive and Hilltop Road intersection were close to failure. Additionally, the existing concrete pavement has reached the end of its useful life and is starting to fail. In order to address these issues, a full depth reconstruction of the roadway would significantly reduce the long-term maintenance costs in this area.

The full depth reconstruction will require an increase in contract amount and contract time to complete the project. Therefore, staff recommends approving this contract modification in the amount of \$177,546 to TALL Contracting & Consulting Co. for the Pine Drive (Parker Square Drive to Rodeo Circle) Reconstruction Project (CIP26-014) for a revised total contract amount of \$957,086.

FINANCIAL IMPACT

The funding for this project is secured through the 301-4310 (Highway and Streets Capital Projects) account. The long-term maintenance of this additional work will be significantly less in this area due to this change. There is sufficient funding to cover this contract modification within this account, and there are no other budget impacts identified.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 3, 2026

Submitted By: Lindsay Jordan, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-059**
A Resolution Consenting to the Exclusion of Property Located Within Cottonwood Highlands Metropolitan District No. 1 From the Cottonwood Metropolitan District and Approving the Intergovernmental Agreement and Plan Regarding Continuation of Services and Disposition of Assets

Department: Town Attorney, Lindsay Jordan

EXECUTIVE SUMMARY

Cottonwood Highlands Metropolitan District No. 1 (Cottonwood Highlands #1) seeks consent from Town Council relating to Cottonwood Highlands #1 petition for exclusion from Cottonwood Metropolitan District ("Cottonwood Metro"). The proposed exclusion is anticipated to eliminate double taxation and to facilitate enhanced provision of public services and facilities Cottonwood Highlands #1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Cottonwood Highlands Metropolitan District Nos. 1 and 2 (collectively, the "Districts") operate under a consolidated service plan dated September 17, 2014 (the "Service Plan"). Upon organization, an intergovernmental agreement between the Town and each of the Districts dated June 3, 2015, as amended (the "IGA"), was entered into as required by the Town. Cottonwood Highlands #1 currently performs the operation and maintenance of the public improvements for the residential project, including maintaining parks and open space, trails, drainage ways, detention ponds, and landscaping. Cottonwood Highlands #1 imposed a property tax levy of 10 mills for operation and maintenance, and Cottonwood Metro imposes an operating levy of 8.3 mills. Cottonwood Highlands #1 expects to continue to impose an operating levy of not more than 18.3 mills, which is what is currently being levied, in order to provide the same services.

Both Cottonwood Highlands #1 and Cottonwood Metro believe that, in order to consolidate operations and more effectively manage the Cottonwood Highlands #1 district, Cottonwood Highlands #1 should be excluded from Cottonwood Metro. Cottonwood Metro is located in both the Town and the County, so its Service Plan is governed by the County. Cottonwood Highlands #1 is entirely located within the Town. See Map Attached as **Exhibit A**. Letters of support for the exclusion from both Cottonwood Highlands #1, see **Exhibit B**, and Cottonwood Metro,

see **Exhibit C**, were obtained. Both the Cottonwood Highlands #1 and the Cottonwood Metro boards have approved resolutions authorizing the exclusion.

Section V.A.(7) of the Service Plan provides that the Districts shall not exclude any property from a District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders. Cottonwood Metro has no bond outstanding. Cottonwood Highlands #1 has bonds outstanding, but an exclusion would not impact the repayment of these bonds.

Under the Service Plan and state law (Section 32-1-502, C.R.S.), certain steps must be taken in order to accomplish an exclusion. The steps are outlined as follows:

1. Board of any special district may petition a court for exclusion.
2. Within 10 days after filing petition the court notifies the District and the Town of the exclusion proceedings.
3. Taxpaying electors shall be notified of the exclusion proceedings by publication.
4. The Town and the taxpaying electors are parties to the exclusion proceedings.
5. Court holds a hearing on the petition if the following conditions are met:
 - a. The Town agrees, by resolution, to provide the services that are currently being provided by the special district;
 - b. Same services that were provided by the excluding district will be provided by the municipality.
 - c. The Town and the board shall submit a plan for the disposition of assets and continuation of services. This plan shall include for the provision of maintenance and other matters.
6. If 10% or 100 eligible electors of a special district proposed to be excluded, whichever is less, petition the court for a special election on the proposed exclusion, then an election shall be conducted.
7. Any order for exclusion is effective on the next January 1 following the date the order is entered by a court.

Although the facts of this exclusion do not fit "neatly" under the statute, because state law assumes when a part of a district is being excluded from a larger district, the exclusion would cause the excluded area to no longer receive services. However, that is not the case. Here, Cottonwood Highlands #1 still expects to provide all the services it currently provides. Cottonwood Highlands #1 would amend its IGA with the Town to specify those services and the exclusion plan filed with the court would include those facts and the proposed form of amended IGA between the Town and Cottonwood Highlands #1.

Cottonwood Highlands #1 and Cottonwood Metro are requesting the Town's assistance in facilitating this exclusion, which they believe is more beneficial and cost-effective to the residents and taxpayers. Cottonwood Highlands #1 is a residential district, and the board is homeowner-controlled and has two homeowners associations – one for Dove Village and Dove Village Paired HOA. Alder Village does not have an HOA. It is not the intent of Cottonwood Highlands #1 for the Town to provide any services over and above what the Town already provides; they just need the Town's assistance and cooperation with the exclusion proceedings.

FINANCIAL IMPACT

No financial impact on the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Exhibit A - Map of Cottonwood Metropolitan District
2. Exhibit B - Letter of Support for Exclusion - Cottonwood Highlands MD No. 1 (10.29.2025)
3. Exhibit C - Letter of Support for Exclusion - Cottonwood Metro District (10.28.2025)
4. Resolution No. 26-059

RECOMMENDED MOTION

I move to approve Resolution No. 26-059, as part of the regular agenda.

EXHIBIT A

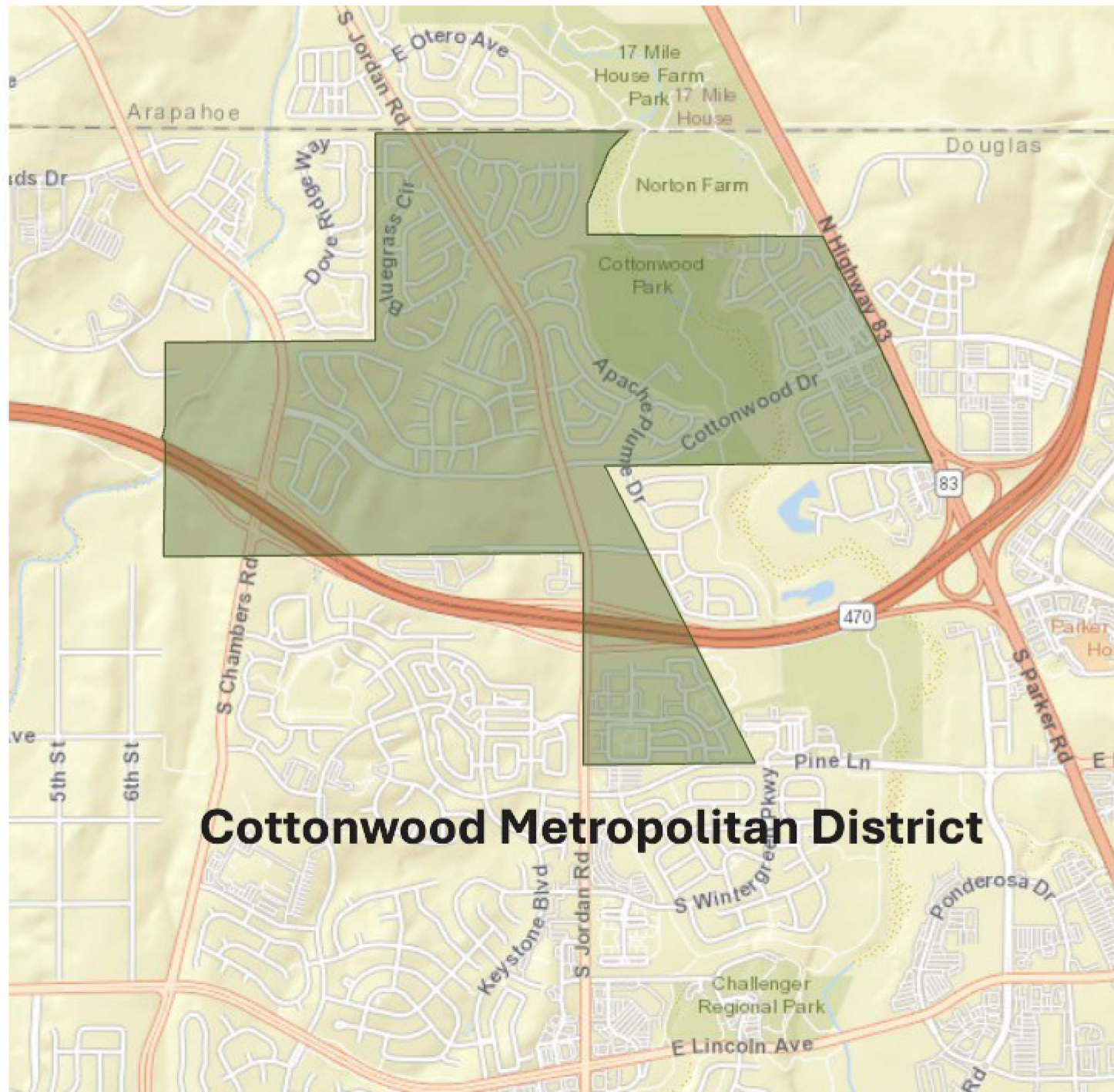


EXHIBIT B

Cottonwood Highlands Metropolitan District No. 1
c/o Mulhern MRE, Inc.
58 Inverness Drive East, Suite 100
Englewood, CO 80112
720-274-8377

October 29, 2025

Parker Town Council
20120 East Mainstreet
Parker, CO 80138

Re: Exclusion of Properties overlapping Cottonwood Metropolitan District ("CMD") and
Cottonwood Highlands Metropolitan District No. 1 ("CHMD1")

Dear Town Council,

CHMD1 proposed to CMD that they consider the exclusion of CHMD1 from their District last spring. The CHMD1 Board of Directors is supportive of the exclusion and believes that the overlapping Districts are unnecessary and that the taxpayers in both Districts are better served by having each District maintain the parks and open spaces in their respective Districts. We look forward to working with the Town and CMD to complete the process. Please feel free to contact our District Manager, Laurie Tatlock (720-274-8377, laurie@mulhernmre.com) or our legal counsel, Colin Mielke (303-770-2700, cmielke@svwpc.com), with any questions.

Sincerely,



Ryan Foristal
President, Board of Directors
Cottonwood Highlands Metropolitan District No. 1

EXHIBIT C

Cottonwood Metropolitan District
2525 South Wadsworth Boulevard, Suite 304
Lakewood, CO 80227

October 28, 2025

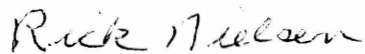
Parker Town Council
20120 East Mainstreet
Parker, CO 80138

Re: Exclusion of Properties overlapping Cottonwood Metropolitan District
("CMD") and Cottonwood Highlands Metropolitan District No. 1 (CHMD1")

Dear Town Council,

As requested by town staff, this letter confirms that for the past several months CMD and CHMD1 have discussed a proposed exclusion of properties located within CHMD1 from CMD's boundaries. CMD also confirms that it agrees with the proposed exclusion in principle. We look forward to receiving more detail about the proposed exclusion and to working with the Town and CHMD1 to complete the process. Please feel free to contact our legal counsel, George Rowley at WBA, with any questions.

Sincerely,

A handwritten signature in black ink that reads "Rick Nielsen". The signature is written in a cursive, slightly slanted style.

Rick Nielsen
Cottonwood Metropolitan District

RESOLUTION NO. 26-059, Series of 2026

TITLE: A RESOLUTION CONSENTING TO THE EXCLUSION OF PROPERTY LOCATED WITHIN COTTONWOOD HIGHLANDS METROPOLITAN DISTRICT NO. 1 FROM THE COTTONWOOD METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT AND PLAN REGARDING CONTINUATION OF SERVICES AND DISPOSITION OF ASSETS

WHEREAS, Cottonwood Metropolitan District (“Cottonwood Metro”) is a quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to the Special District Act, § 32-1-101, *et seq.*, C.R.S., for the purpose of providing, constructing, and maintaining certain landscaped street rights-of-way; constructing, maintaining, and operating certain public parks and recreation facilities; and eliminating and controlling mosquitoes within its boundaries; and

WHEREAS, Cottonwood Highlands Metropolitan District No. 1 (“Cottonwood Highlands #1”) is a quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to the Special District Act, § 32-1-101, *et seq.*, C.R.S., for the purpose of planning for, designing, acquiring, constructing, installing, relocating, redeveloping and financing certain public improvements within its boundaries; and

WHEREAS, all of the property located within Cottonwood Highlands #1, more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), is located entirely within the Town and also overlaps a portion of the boundaries of Cottonwood Metro; and

WHEREAS, Cottonwood Highlands #1 and other owners of the Property have petitioned for the exclusion of the Property from Cottonwood Metro to eliminate the overlapping district boundaries to avoid double taxation and to facilitate the localized, cohesive operation and maintenance of landscaping and parks and recreation facilities and services by Cottonwood Highlands #1 (“Petition”); and

WHEREAS, Cottonwood Highlands #1 has provided both the Town and Cottonwood Metro with a copy of the Petition, attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Cottonwood Metro does not object to the exclusion of the Property from its boundaries; and

WHEREAS, § 32-1-502(1), C.R.S., provides that fifty percent (50%) of the fee owners of real property within a special district may petition for the exclusion of the territory from the special district; and

WHEREAS, the Petition contains not less than fifty percent (50%) of the fee owners within the Property, as sworn to by the Affidavits of Circulators attached to the Petition; and

WHEREAS, Cottonwood Highlands #1 desires to coordinate with Cottonwood Metro to file the Petition with the District Court in and for Douglas County, Colorado (the “Court”) to effectuate the exclusion; and

WHEREAS, pursuant to § 32-1-502(2), C.R.S., a court shall order the exclusion of such property from a special district if the following conditions precedent are satisfied: (a) the governing body of the applicable municipality agrees, by resolution, to provide the service provided by the special district to the area described in the petition for exclusion on and after the effective date of the exclusion order; (b) the service to be provided by the municipality will be the service provided by the special district in the territory described in the petition for exclusion; and (c) the governing body of the municipality and the board of the special district shall each submit a plan for the disposition of assets and continuation of services to all areas of the special district; and

WHEREAS, the Town agrees to the exclusion with the express condition that the responsibility for all services contemplated under § 32-1-502(2), C.R.S. shall be the sole responsibility of Cottonwood Highlands #1, as further established by the Intergovernmental Agreement and Plan regarding Continuation of Services and Disposition of Assets for Excluded Property attached hereto and incorporated herein as **Exhibit C** by and between the Town, Cottonwood Metro, and Cottonwood Highlands #1 (“Exclusion IGA and Plan”); and

WHEREAS, Cottonwood Highlands #1 desires and agrees to provide the services and to be solely responsible for such services previously provided by Cottonwood Metro to the Property and has represented that such services are the same services as previously provided and authorized to be provided by Cottonwood Metro.

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

Section 1. Consent. The Town hereby consents to the exclusion of the Property from Cottonwood Metro.

Section 2. Approval. The Town hereby approves the Exclusion IGA and Plan attached as **Exhibit C**.

Section 3. Service Responsibility. Pursuant to § 32-1-502(2), C.R.S. and as further described in the Exclusion IGA and Plan, the Town agrees to provide the services provided by Cottonwood Metro to the Property on and after the effective date of the exclusion order, subject to the conditions set forth in the Exclusion IGA and Plan. For avoidance of doubt, the Town’s consent to the exclusion and agreement to provide services contemplated in the Exclusion IGA and Plan is conditioned on all such services being the sole responsibility of Cottonwood Highlands #1. The Town does not assume responsibility for any services provided to the Property by Cottonwood Metro.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

RESOLVED AND PASSED this _____ day of _____, 2026.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A (to the Resolution)

Legal Description and Map of Property to be Excluded

Tract A, Cottonwood Subdivision Filing No. 11, – Recorded, Douglas County Clerk and Recorder's Office on 09/26/1995 at Reception No. 199545423.

Cottonwood Highlands Filing No. 1A – Recorded, Douglas County Clerk and Recorder's Office on 06/02/2015 at Reception No. 2015036067.

Cottonwood Highlands Filing No. 1B – Recorded, Douglas County Clerk and Recorder's Office on 06/03/2015 at Reception No. 2015036446.

Cottonwood Highlands Filing No. 2A – Recorded, Douglas County Clerk and Recorder's Office on 11/30/2016 at Reception No. 2016086746.

Cottonwood Highlands Filing No. 2B – Recorded, Douglas County Clerk and Recorder's Office on 04/18/2017 at Reception No. 2017025886.

Cottonwood Highlands Filing No. 2C – Recorded, Douglas County Clerk and Recorder's Office on 06/26/2017 at Reception No. 2017042978.

Compark Village Filing No. 3, Amendment No. 3 – Recorded, Douglas County Clerk and Recorder's Office on 09/28/2017 at Reception No. 2017065891.

Compark Village Filing No. 3, Amendment No. 4 – Recorded, Douglas County Clerk and Recorder's Office on 09/29/2017 at Reception No. 2017066067.

Cottonwood Highlands Filing No. 7 – Recorded, Douglas County Clerk and Recorder's Office on 12/16/2020 at Reception No. 2020124611.

Cottonwood Highlands Filing No 7, Amendment No. 1 – Recorded, Douglas County Clerk and Recorder's Office on 01/28/2021 at Reception No. 2021011597.

**PETITION FOR EXCLUSION
OF PROPERTY FROM
COTTONWOOD METROPOLITAN DISTRICT
Douglas County, Colorado**

We, the undersigned (“**Petitioners**”), constituting not less than fifty percent (50%) of the fee owners within the area proposed to be excluded from Cottonwood Metropolitan District, present this Petition for the Exclusion of Property (“**Petition**”), pursuant to and in accordance with Part 5 of Article 1 of Title 32, Colorado Revised Statutes, and in support of the Petition, the undersigned state as follows:

OVERVIEW

1. Petitioners hereby petition the District Court in and for Douglas County, Colorado (“**Court**”) to grant exclusion of the property described on **Exhibit A** attached hereto and incorporated herein (“**Property**”), from the boundaries of Cottonwood Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Cottonwood Metro**”).
2. The Property consists of approximately 181.727 acres of land that includes residential lots, parks and open space, and streets and rights-of-way located within the Town of Parker, Colorado (“**Town**”) and Cottonwood Metro.
3. The Property is also located within the overlapping boundaries of Cottonwood Highlands Metropolitan District No. 1 (“**Cottonwood Highlands #1**”), the boundaries of which are coterminous with the Property.
4. Petitioners seek exclusion of the Property from Cottonwood Metro to eliminate double taxation and to facilitate enhanced provision of public services and facilities for the Property by Cottonwood Highlands #1.
5. Granting the Petition of Exclusion for the Property will (a) eliminate the overlapping of boundaries of Cottonwood Metro and Cottonwood Highlands #1 by removing the Property from the boundaries of Cottonwood Metro; (b) avoid double taxation of the Property by removing the Property from the taxing jurisdiction of Cottonwood Metro; and (c) facilitate the localized and cohesive operation and maintenance of landscaping, parks & recreation facilities and services within the Property by Cottonwood Highlands #1.

APPLICABLE LAW

6. The Court has jurisdiction over this matter pursuant to §§ 32-1-303 and 32-1-502, C.R.S. of the Special District Act.

7. The Legislative Declaration set forth in § 32-1-102(3), C.R.S. establishes the purpose of Part 5 of Article 1 of Title 32 is to eliminate overlapping services of local governments and double taxation. *See also City and County of Denver v. Board of Directors of Bancroft Fire Protection District*, 554 P.2d 714, 716 (holding that the exclusion process is “intended to facilitate the elimination of the overlapping of services provided by local governments and the double taxation which may occur” and further that the exclusion statute “should be liberally construed so as to accomplish that purpose.”).
8. Pursuant to § 32-1-502(2), C.R.S., upon filing of a petition for exclusion, the Court shall hold a hearing and order the territory described in the petition for exclusion, or any portion thereof, be excluded from the special district if the following three conditions are met:
 - a. The governing body of the applicable municipality agrees, by resolution, to provide the service provided by the special district to the area described in the petition for exclusion on and after the effective date of the exclusion order;
 - b. The service to be provided by the municipality will be the service provided by the special district in the territory described in the petition for exclusion; and
 - c. The governing body of the municipality and the board of the special district shall each submit a plan for the disposition of assets and continuation of services to all areas of the special district.
9. Pursuant to § 32-1-502(5)(a), C.R.S., the Court shall order an election on the exclusion if 10% or 100 of the eligible electors of the special district territory proposed for exclusion, whichever number is less, petition the Court for a special election to be held within the special district territory proposed for exclusion.
10. Pursuant to § 29-1-203(1), C.R.S., local governments are authorized to cooperate and contract with each other to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government.

COMPLIANCE WITH LAW

11. Pursuant to § 32-1-502(2)(a)-(b) and § 29-1-203(1), C.R.S., this Petition shall be filed with a resolution of the Town Council and an intergovernmental agreement that authorizes and obligates Cottonwood Highlands #1 to provide public services and facilities to the Property such that there will be no reduction in public services and facilities as a result of the exclusion of Property from Cottonwood Metro. All such obligations shall be solely the obligation of Cottonwood Highlands #1 and not the Town of Parker.

12. Pursuant to § 32-1-502(2)(c), C.R.S., this Petition shall be filed with a plan or plans from the Town and Cottonwood Metro for the disposition of any assets, if any, and continuation of services to all areas of Cottonwood Metro.

WHEREFORE, having satisfied the requirements of § 32-1-502, C.R.S. and upon there being no petition for an election filed with the Court by 10% or 100 of the eligible electors of the Property, the Petitioners hereby Petition this Court for Exclusion of the Property described in **Exhibit A** from the boundaries of the Cottonwood Metropolitan District.

FILED ON BEHALF OF THE PETITIONERS the ____ day of _____, 20__.

SETER, VANDER WALL & MIELKE, P.C.

Colin B. Mielke, Atty No. 41545
7400 E. Orchard Rd., Suite 3300
Greenwood Village, CO 80111
T: (303) 770-2700
F: (303) 770-2701

WARNING

DO NOT SIGN THIS PETITION UNLESS YOU ARE A FEE OWNER OF REAL PROPERTY IDENTIFIED IN **EXHIBIT A** TO THE PETITION FOR EXCLUSION:

Do not sign this Petition unless you have read or had read to you the Petition in its entirety and understand its meaning.

By signing this Petition, I hereby certify that I am a fee owner of real property in the District.

1	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
2	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
3	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
4	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
5	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
6	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
7	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
8	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
9	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
10	Signature	Print Name	Date
	Address (street, city, state, zip code)		County

STATE OF COLORADO)
) ss.
COUNTY OF _____)

4930-3068-4773, v. 2

EXHIBIT A (to the Petition)
Legal Description and Map of Property to be Excluded

Tract A, Cottonwood Subdivision Filing No. 11, – Recorded, Douglas County Clerk and Recorder's Office on 09/26/1995 at Reception No. 199545423.

Cottonwood Highlands Filing No. 1A – Recorded, Douglas County Clerk and Recorder's Office on 06/02/2015 at Reception No. 2015036067.

Cottonwood Highlands Filing No. 1B – Recorded, Douglas County Clerk and Recorder's Office on 06/03/2015 at Reception No. 2015036446.

Cottonwood Highlands Filing No. 2A – Recorded, Douglas County Clerk and Recorder's Office on 11/30/2016 at Reception No. 2016086746.

Cottonwood Highlands Filing No. 2B – Recorded, Douglas County Clerk and Recorder's Office on 04/18/2017 at Reception No. 2017025886.

Cottonwood Highlands Filing No. 2C – Recorded, Douglas County Clerk and Recorder's Office on 06/26/2017 at Reception No. 2017042978.

Compark Village Filing No. 3, Amendment No. 3 – Recorded, Douglas County Clerk and Recorder's Office on 09/28/2017 at Reception No. 2017065891.

Compark Village Filing No. 3, Amendment No. 4 – Recorded, Douglas County Clerk and Recorder's Office on 09/29/2017 at Reception No. 2017066067.

Cottonwood Highlands Filing No. 7 – Recorded, Douglas County Clerk and Recorder's Office on 12/16/2020 at Reception No. 2020124611.

Cottonwood Highlands Filing No 7, Amendment No. 1 – Recorded, Douglas County Clerk and Recorder's Office on 01/28/2021 at Reception No. 2021011597.

**Intergovernmental Agreement and Plan regarding
Continuation of Services and Disposition of Assets for Excluded Property
pursuant to § 32-1-502(2)(c), C.R.S.**

This Intergovernmental Agreement and Plan regarding Continuation of Services and Disposition of Assets for Excluded Property pursuant to § 32-1-502(2)(c), C.R.S. (“**Plan**”) is made and entered into this ___ day of ____ 2026, by and among the TOWN OF PARKER (“**Town**”), a home-rule municipal corporation of the State of Colorado, whose address is 20120 E. Mainstreet, Parker, CO 80138; COTTONWOOD METROPOLITAN DISTRICT (“**Cottonwood Metro**”), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2525 S. Wadsworth Blvd. # 304, Lakewood, CO 80227; and COTTONWOOD HIGHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Mulhern MRE, Inc., 58 Inverness Drive East, Suite 100, Englewood, CO 80112 (“**Cottonwood Highlands #1**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, Cottonwood Highlands #1 is a special district organized in 2015 and Cottonwood Metro is a special district organized in 1981, both with the authority to provide services including operation and maintenance of certain landscaping, parks, recreation and rights-of-way landscaping within their boundaries as described further in their respective service plans (“**Services**”); and

WHEREAS, all the property within Cottonwood Highlands #1 (“**Property**”), as further identified in the map attached as **Exhibit A** hereto, is located wholly within the Town and wholly within Cottonwood Metro, as further identified in the map attached as **Exhibit B** hereto; and

WHEREAS, because the Property is situated within both Cottonwood Highlands #1 and Cottonwood Metro, it is subject to the real property tax levies of both districts; and

WHEREAS, to fund ongoing operations, Cottonwood Highlands #1 currently levies its Maximum Operations Mill Levy of 10.000 mills and Cottonwood Metro currently levies 8.300 mills; and

WHEREAS, Cottonwood Highlands #1 desires to increase its Maximum Operations Mill Levy from 10.000 mills to 18.000 mills to provide greater flexibility to fund Services to the Property; and

WHEREAS, to eliminate the overlapping taxation to which the Property is subject, Cottonwood Highlands #1, in coordination with fee owners of property in its boundaries, has petitioned to exclude the Property from the overlapping boundaries of Cottonwood Metro (“**Petition**”), such Petition being filed in the District Court in and for Douglas County, Colorado (“**Court**”) upon receipt of signatures from at least fifty percent (50%) of the fee owners of the Property; and

WHEREAS, § 32-1-502, C.R.S., establishes the process for exclusion of property from a special district when the property to be excluded is located within a municipality; and

WHEREAS, pursuant to § 32-1-502(2)(a)-(c), C.R.S., upon a petition for exclusion, the Court shall hold a public hearing and order the exclusion if: (i) the governing body of the municipality agrees, by resolution, to provide the service provided by the special district to the area described in the petition for exclusion on and after the effective date of the exclusion order; (ii) the service to be provided by the municipality will be the service provided by the special district in the territory described in the petition for exclusion; and (iii) the governing body of the municipality and the board of the special district each submit a plan for the disposition of assets and continuation of services to all areas of the special district and the court approves such plan after consideration of certain factors set forth in the plan; and

WHEREAS, the Parties desire to enter into this Plan to accomplish the exclusion of the Property from Cottonwood Metro and (i) satisfy the requirements of § 32-1-502(2)(a)-(c), C.R.S.; (ii) establish Cottonwood Highlands #1 as the entity solely responsible for providing the Services to the Property upon exclusion; and (iii) authorize an increase in the Maximum Operations Mill Levy for Cottonwood Highlands #1.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consent to Exclusion. The Parties hereby consent to exclusion of the Property from Cottonwood Metro as identified in the Petition for Exclusion set forth in **Exhibit C** attached hereto.

2. Provision of Services. Pursuant to § 32-1-502(2)(a) and (b), C.R.S., upon the effective date of the Court's order granting exclusion of the Property from Cottonwood Metro, the Town hereby assigns to Cottonwood Highlands #1 all responsibility for providing any and all Services previously provided by Cottonwood Metro to the Property. Cottonwood Highlands #1 hereby assumes full and sole responsibility for providing any and all Services to the Property previously provided by Cottonwood Metro.

3. Disposition of Assets. The Parties hereby acknowledge that there are no assets required to be disposed of for purposes of providing the Services and for purposes of the Exclusion.

4. Acknowledgement of Findings pursuant to § 32-1-502(2)(c), C.R.S. As required by § 32-1-502(2)(c), C.R.S., the Court must make the following findings when reviewing the Plan and the Parties acknowledge the following:

a. *No Outstanding Debt.* Pursuant to § 32-1-502(2)(c), C.R.S., the Parties hereby acknowledge Cottonwood Metro has no outstanding indebtedness.

b. *Source and Value of Facilities.* The Parties hereby acknowledge that Cottonwood Metro does not own facilities within the Property and therefore a Fair Market Value analysis as contemplated by § 32-1-502(2)(c), C.R.S., is inapplicable.

c. *Adequacy of Retained Facilities.* The Parties hereby acknowledge that the facilities retained by Cottonwood Metro are sufficient to serve the property remaining within Cottonwood Metro's boundaries after the Exclusion.

d. *Availability of Facilities within Property.* The Parties acknowledge that facilities to be owned, operated, and maintained by Cottonwood Highlands #1 are public in nature and will be open for use by the property owners and residents remaining in Cottonwood Metro to the same extent as property owners and residents within Cottonwood Highlands #1.

e. *Effect of Disposition of Assets and Assumption of Debt on Remaining Property.* The Parties acknowledge that because there is no required disposition of assets or outstanding indebtedness of Cottonwood Metro, the exclusion of the Property from Cottonwood Metro will have no material effect on remaining property within Cottonwood Metro.

f. *Effect of Service Levels and Costs on Remaining Property.* The Parties acknowledge that the exclusion of the Property from Cottonwood Metro will not reduce the services or facilities currently provided by Cottonwood Metro nor materially increase Cottonwood Metro's cost to provide its Services or facilities.

5. Increase of Operations Mill Levy for Cottonwood Highlands #1. The Town hereby approves an increase to the Maximum Operations Mill Levy for Cottonwood Highlands #1 from 10.000 mills to 18.000 mills, with such increase to be effective only upon the Effective Date set forth herein. The parties understand and agree that this increase to the Maximum Operations Mill Levy will not result in an increase of the overall mill levies currently imposed against the Property because the exclusion will eliminate Cottonwood Metro's mill levy against the Property.

6. Effective Date. This Plan is hereby agreed to by the Parties and shall automatically take effect upon the date the Court's order granting exclusion of the Property from Cottonwood Metro is recorded in the real property records of the Clerk and Recorder's Office in and for Douglas County, Colorado ("**Effective Date**").

7. Term; Amendments. This Plan shall remain in effect in perpetuity and may be amended only upon the prior written consent of all the Parties. Notwithstanding the foregoing, the Maximum Operations Mill Levy referenced in Section 5 hereinafter may be amended by agreement of the Town and Cottonwood Highlands #1 without the consent of Cottonwood Metro.

8. General Provisions.

a. *No Third-Party Beneficiaries.* Nothing herein, either express or implied, is intended to or shall confer upon any other person or entity other than the Parties hereto, any right, benefit, or remedy of any nature whatsoever.

b. *Annual Appropriation.* This Plan is not intended to constitute nor shall it create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever under Article X, Section 20 of the Colorado Constitution.

c. *Colorado Governmental Immunity Act.* Nothing in this Agreement shall be deemed a waiver by the Parties of the protections provided to them under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

d. *Counterpart Execution.* This Plan may be executed in counterparts and such counterpart execution shall be deemed to constitute execution of the original Plan.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Plan as of the date first set forth above.

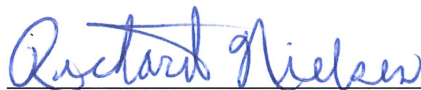
TOWN OF PARKER, COLORADO

Mayor

ATTEST:

Town Clerk

COTTONWOOD METROPOLITAN DISTRICT



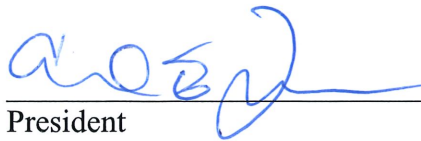
President

ATTEST:



Secretary/Assistant Secretary

COTTONWOOD HIGHLANDS
METROPOLITAN DISTRICT NO. 1



President

ATTEST:



Secretary/Assistant Secretary

EXHIBIT A

Real Property

More Apps

Map/Information

Map/Help

Feedback

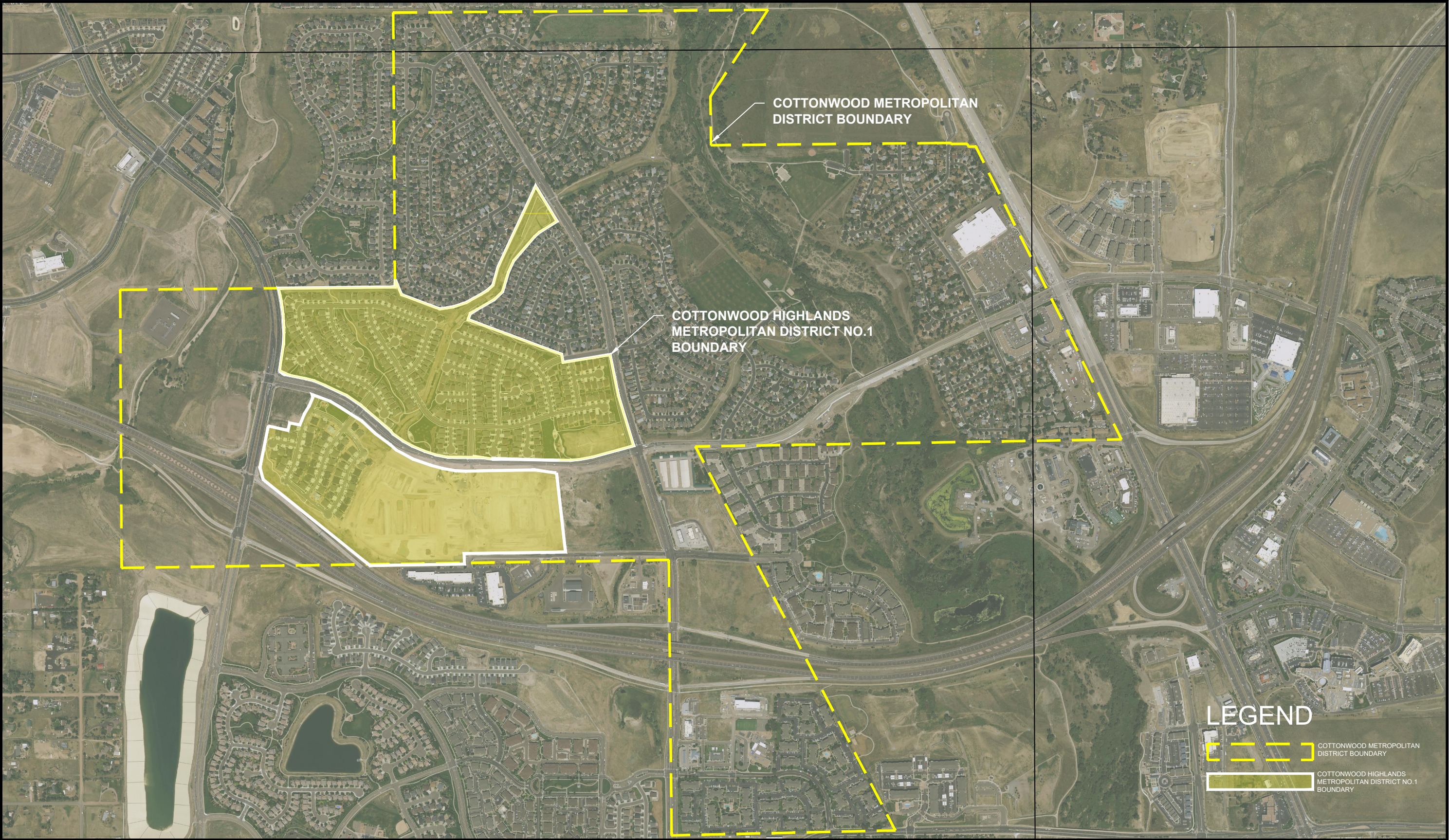
Cottonwood Highlands Metropolitan
District No. 1
Red Line is the District Boundary

Dove Village Homeowners Association

Alder Village Paired Homes - No HOA

Dove Village Paired Community Association

Selected features: 1



**PETITION FOR EXCLUSION
OF PROPERTY FROM
COTTONWOOD METROPOLITAN DISTRICT
Douglas County, Colorado**

We, the undersigned (“**Petitioners**”), constituting not less than fifty percent (50%) of the fee owners within the area proposed to be excluded from Cottonwood Metropolitan District, present this Petition for the Exclusion of Property (“**Petition**”), pursuant to and in accordance with Part 5 of Article 1 of Title 32, Colorado Revised Statutes, and in support of the Petition, the undersigned state as follows:

OVERVIEW

1. Petitioners hereby petition the District Court in and for Douglas County, Colorado (“**Court**”) to grant exclusion of the property described on **Exhibit A** attached hereto and incorporated herein (“**Property**”), from the boundaries of Cottonwood Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Cottonwood Metro**”).
2. The Property consists of approximately 181.727 acres of land that includes residential lots, parks and open space, and streets and rights-of-way located within the Town of Parker, Colorado (“**Town**”) and Cottonwood Metro.
3. The Property is also located within the overlapping boundaries of Cottonwood Highlands Metropolitan District No. 1 (“**Cottonwood Highlands #1**”), the boundaries of which are coterminous with the Property.
4. Petitioners seek exclusion of the Property from Cottonwood Metro to eliminate double taxation and to facilitate enhanced provision of public services and facilities for the Property by Cottonwood Highlands #1.
5. Granting the Petition of Exclusion for the Property will (a) eliminate the overlapping of boundaries of Cottonwood Metro and Cottonwood Highlands #1 by removing the Property from the boundaries of Cottonwood Metro; (b) avoid double taxation of the Property by removing the Property from the taxing jurisdiction of Cottonwood Metro; and (c) facilitate the localized and cohesive operation and maintenance of landscaping, parks & recreation facilities and services within the Property by Cottonwood Highlands #1.

APPLICABLE LAW

6. The Court has jurisdiction over this matter pursuant to §§ 32-1-303 and 32-1-502, C.R.S. of the Special District Act.

7. The Legislative Declaration set forth in § 32-1-102(3), C.R.S. establishes the purpose of Part 5 of Article 1 of Title 32 is to eliminate overlapping services of local governments and double taxation. *See also City and County of Denver v. Board of Directors of Bancroft Fire Protection District*, 554 P.2d 714, 716 (holding that the exclusion process is “intended to facilitate the elimination of the overlapping of services provided by local governments and the double taxation which may occur” and further that the exclusion statute “should be liberally construed so as to accomplish that purpose.”).
8. Pursuant to § 32-1-502(2), C.R.S., upon filing of a petition for exclusion, the Court shall hold a hearing and order the territory described in the petition for exclusion, or any portion thereof, be excluded from the special district if the following three conditions are met:
 - a. The governing body of the applicable municipality agrees, by resolution, to provide the service provided by the special district to the area described in the petition for exclusion on and after the effective date of the exclusion order;
 - b. The service to be provided by the municipality will be the service provided by the special district in the territory described in the petition for exclusion; and
 - c. The governing body of the municipality and the board of the special district shall each submit a plan for the disposition of assets and continuation of services to all areas of the special district.
9. Pursuant to § 32-1-502(5)(a), C.R.S., the Court shall order an election on the exclusion if 10% or 100 of the eligible electors of the special district territory proposed for exclusion, whichever number is less, petition the Court for a special election to be held within the special district territory proposed for exclusion.
10. Pursuant to § 29-1-203(1), C.R.S., local governments are authorized to cooperate and contract with each other to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government.

COMPLIANCE WITH LAW

11. Pursuant to § 32-1-502(2)(a)-(b) and § 29-1-203(1), C.R.S., this Petition shall be filed with a resolution of the Town Council and an intergovernmental agreement that authorizes and obligates Cottonwood Highlands #1 to provide public services and facilities to the Property such that there will be no reduction in public services and facilities as a result of the exclusion of Property from Cottonwood Metro. All such obligations shall be solely the obligation of Cottonwood Highlands #1 and not the Town of Parker.

12. Pursuant to § 32-1-502(2)(c), C.R.S., this Petition shall be filed with a plan or plans from the Town and Cottonwood Metro for the disposition of any assets, if any, and continuation of services to all areas of Cottonwood Metro.

WHEREFORE, having satisfied the requirements of § 32-1-502, C.R.S. and upon there being no petition for an election filed with the Court by 10% or 100 of the eligible electors of the Property, the Petitioners hereby Petition this Court for Exclusion of the Property described in **Exhibit A** from the boundaries of the Cottonwood Metropolitan District.

FILED ON BEHALF OF THE PETITIONERS the ____ day of _____, 20__.

SETER, VANDER WALL & MIELKE, P.C.

Colin B. Mielke, Atty No. 41545
7400 E. Orchard Rd., Suite 3300
Greenwood Village, CO 80111
T: (303) 770-2700
F: (303) 770-2701

WARNING

DO NOT SIGN THIS PETITION UNLESS YOU ARE A FEE OWNER OF REAL PROPERTY IDENTIFIED IN **EXHIBIT A** TO THE PETITION FOR EXCLUSION:

Do not sign this Petition unless you have read or had read to you the Petition in its entirety and understand its meaning.

By signing this Petition, I hereby certify that I am a fee owner of real property in the District.

1	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
2	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
3	Signature	Print Name	Date
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9	Signature	Print Name	Date
	Address (street, city, state, zip code)		County
10	Signature	Print Name	Date
	Address (street, city, state, zip code)		County

STATE OF COLORADO)
) ss.
COUNTY OF _____)

4930-3068-4773, v. 2

EXHIBIT A
Legal Description and Map of Property to be Excluded

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Cottonwood Highlands Filing No 7, Amendment No. 1 – Recorded, Douglas County Clerk and Recorder's Office on 01/28/2021 at Reception No. 2021011597.



Request for Town Council Action

Date: August 3, 2026

Submitted By: Bryan Isham, Community Development Director
Bryce Matthews, Assistant Director - Planning
Lindsay Jordan, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.675 - Second Reading**
A Bill for an Ordinance Asserting the Town of Parker's Home Rule Authority to Regulate Zoning, Including the Regulation of Residential Development, Which Authority Supersedes and Preempts House Bill 26-1001

Department: Community Development, Bryan Isham
Community Development, Bryce Matthews
Town Attorney, Lindsay Jordan

EXECUTIVE SUMMARY

On March 25, 2026, the Governor of the State of Colorado signed House Bill 26-1001 requiring local governments to administratively permit residential development on "Qualifying Property". Qualifying Properties are defined in the bill as properties that are five (5) acres or less and are owned by one of the following:

1. School district,
2. State college or university,
3. Board of cooperative services,
4. Housing authority,
5. Local or regional transit district or a regional transportation authority,
6. Nonprofit organization with a demonstrated history of providing affordable housing, or
7. Nonprofit entity that has entered into an agreement with another nonprofit organization with a demonstrated history of providing affordable housing.

The proposed ordinance asserts that the Town's home rule authority to regulate zoning supersedes and preempts House Bill 26-1001.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

House Bill 26-1001 requires local governments to administratively approve residential development on certain "Qualifying Properties" of five acres or less that are owned by specified

nonprofit and institutional organizations. Under the bill, qualifying residential development may be approved without rezoning, public hearings, or review by decision-making bodies.

The Town has reviewed House Bill 26-1001 and asserts that its provisions conflict with the Town's constitutional home rule authority to regulate land use, implement its adopted Master Plan, and enforce negotiated agreements that support the provision of public services.

Master Plan Consistency

The Town's Home Rule Charter requires the Planning Commission to prepare and maintain a Master Plan to guide the physical development of the community. The Parker 2035 Master Plan establishes the appropriate locations, types, and densities of residential development based on long-term planning objectives, infrastructure capacity, and community needs.

House Bill 26-1001 would require residential development on qualifying properties regardless of the Town's adopted Master Plan, potentially resulting in development that is inconsistent with the community's long-range vision.

Local Zoning Authority

Land use and zoning decisions are legislative functions delegated to the Town Council through the Home Rule Charter and Municipal Code. Zoning regulations determine where residential uses are appropriate and establish development standards and densities that protect the health, safety, and welfare of the community.

The Town relies on its zoning regulations to ensure that residential growth is coordinated with available infrastructure, utilities, transportation, schools, parks, emergency services, and other public facilities. House Bill 26-1001 would require residential development in areas not currently zoned for such uses and would bypass the Town's established public review and rezoning process.

The Town maintains that zoning is a matter of local concern and is protected under its home rule authority.

Agreements

Residential development within the Town is governed by numerous legally binding agreements, including annexation agreements, water service agreements, inclusion agreements, subdivision agreements and other development-related contracts. These agreements establish land uses, residential densities, infrastructure obligations, public improvements, and service commitments based on coordinated planning among the Town, special districts, school districts, and other service providers.

House Bill 26-1001 could conflict with these negotiated agreements by allowing residential development beyond the densities and land uses contemplated when the agreements were executed. In some cases, annexation agreements include property dedications and deed restrictions for schools, parks, or other public facilities that could be undermined by the bill's requirements.

The Town believes these agreements represent contractual obligations that should not be impaired by subsequent state legislation.

Proposed Ordinance

The proposed ordinance would:

- Reaffirm the Town's constitutional home rule authority over land use and zoning decisions.
- Declare that zoning and residential land use regulation are matters of local concern.
- Affirm that the Town will continue to administer and enforce its Land Development Ordinance consistent with its Home Rule Charter.
- Declare that House Bill 26-1001 conflicts with the Town's authority to regulate land use and zoning within its municipal boundaries.
- Find that application of House Bill 26-1001 would substantially impair existing annexation agreements, water agreements, inclusion agreements, subdivision agreements and other development-related contracts that establish residential densities and public service obligations.
- State the Town's position that such impairment is inconsistent with the contract clauses of both the United States Constitution and the Colorado Constitution.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.675

RECOMMENDED MOTION

I move to approve Ordinance No. 1.675 on second reading.

ORDINANCE NO. 1.675, Series of 2026

TITLE: A BILL FOR AN ORDINANCE ASSERTING THE TOWN OF PARKER’S HOME RULE AUTHORITY TO REGULATE ZONING, INCLUDING THE REGULATION OF RESIDENTIAL DEVELOPMENT, WHICH AUTHORITY SUPERSEDES AND PREEMPTS HOUSE BILL 26-1001

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the Town of Parker (the “Town”) is a Colorado home rule municipality, and as such has the organic authority to enact legislation on matters of purely local concern that preempt and supersede State legislation.

WHEREAS, on multiple occasions, the Colorado Supreme Court has declared and affirmed that zoning is a matter of purely local concern. *See, City of Greeley v. Ells*, 527 P.2d 538, 541 (Colo. 1974); *Nat’l. Advertising Co. v. Dep’t. of Highways of State of Colo.*, 751 P.2d 632, 635 (Colo. 1988); *Ryals v. City of Englewood*, 364 P.3d 900, 908 (Colo. 2016);

WHEREAS, on March 25, 2026, the Governor of the State of Colorado signed House Bill 26-1001, Housing Developments on Qualifying Properties, requiring local governments to administratively permit residential development on “Qualifying Property,” which is defined as property that is no more than five (5) acres and is owned by 1) a school district, 2) a state college or university, 3) a board of cooperative services, 4) a housing authority, 5) a local or regional transit district or a regional transportation authority, 6) a nonprofit organization with a demonstrated history of providing affordable housing, or 7) a nonprofit entity that has entered into an agreement with another nonprofit organization with a demonstrated history of providing affordable housing.

WHEREAS, House Bill 26-1001 recognizes that the following parcels are not considered Qualifying Property: 1) parcels that are not served by a domestic water and sewage treatment system, are served by a well that is not connected to a water distribution system, or are served by a septic tank; 2) parcels where residential use is prevented or limited by state regulation, federal regulation, or deed restriction pursuant to the Federal Aviation Administration regulations pursuant to 14 C.F.R. 77 or 49 U.S.C. Chapter 471, an environmental covenant pursuant to C.R.S. §§ 25-15-318 to 25-15-323, or flammable gas overlay zoning district restrictions; 3) parcels that are subject to a conservation easement; 4) parcels that are zoned or used primarily for industrial use; 5) parcels that are subject to an intergovernmental agreement or annexation agreement that limits residential development; 6) parcels that are zoned for agricultural use; 7) parcels that are zoned for forestry, natural resource preservation, or open space; 8) parcels that are in the floodway or in a 100-year floodplain; 9) parcels that are located within an airport influence area; or 10) parcels that are an historic property located outside of an historic district (collectively, “Exempt Parcels”).

WHEREAS, real property, by its nature, exists only in a fixed location and the use and intensity of such property for residential purposes is an intensely local matter that primarily involves the owners and users of the property, the regulating local jurisdiction, local providers of public facilities, infrastructure, and services supporting the use of the property (e.g., water,

wastewater, law enforcement, fire protection, transportation, parks and recreation, schools, etc.), and, to an extent, adjacent property owners that share in the use of public resources.

WHEREAS, House Bill 26-1001 effectively reverses over forty-five (45) years of local legislative zoning decisions by the Town Council, made pursuant to its constitutional home rule authority, based on unique local circumstances and challenges facing the Town and other public service providers providing essential services to support residential development in the Town, and after consideration of the Town Master Plan and the Town's Land Development Ordinance.

WHEREAS, House Bill 26-1001 severely impairs intergovernmental agreements between the Town and public service providers, annexation agreements between the Town, landowners, and public service providers, and inclusion agreements between water and sewer service providers and landowners, that balanced the cost and availability of essential services to determine the location and density of residential development that could be supported in the Town and by public service providers, because it overrides terms in those agreements addressing the number of units to be served by the providers, the locations of residential development, and overall permitted density. Essentially, House Bill 26-1001 requires service providers to serve new development that was neither contemplated nor negotiated at the time of contract formation. Now, without considering the capabilities of service providers, this state law requires service of new development regardless of whether they have the capacity to do so.

WHEREAS, House Bill 26-1001 further impairs contracts because the small subset of Exempt Parcels overrides agreements that may limit the uses of property, such as deed restrictions and restrictive covenants, which were agreed to freely by the grantor and grantee of a particular parcel.

WHEREAS, the unique local circumstances and challenges the Town has faced over the past forty-five (45) years in managing residential development is rooted in the exponential increase in the population of the Town from a population of 285 when the Town was incorporated in 1981, to a population of approximately 72,145 in 2026, including the challenges associated with the availability and adequacy of water, sewage disposal, transportation, including roads, bridges, and sidewalks, schools, parks and trails, public safety, including fire protection and related emergency services, regional drainage facilities, environmental impacts associated with residential development, as well as topographical challenges faced by the Town associated with residential development in the Town, which includes steep slopes, gulches, and floodplain.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution and its Town Charter, has enacted zoning within the Town's boundaries reflecting its specific local needs and capacity, as well as the specific circumstances affecting the ability of its service providers to provide services to residential development.

WHEREAS, the zoning and rezoning of property relating to the types and density of uses, including for residential purposes, is a legislative action vested in the Town Council through the Town Charter and the Town's ordinances, and is also reserved to the people through the constitutional rights of initiative and referendum.

WHEREAS, the Town, as a home rule municipality, derives its authority to enact zoning ordinances of this type and content under Article XX of the Colorado Constitution, and not from state statute. The General Assembly has the power to legislate zoning regulations applicable to statutory municipalities, but where a home rule municipality exercises the power delegated to it by the Colorado Constitution to enact zoning ordinances as a matter of purely local concern, the General Assembly has no power to enforce conflicting statutory zoning regulations. The conflicts between the Town's zoning, which regulates where residential units may be built, as well as the associated density of such units, and House Bill 26-1001, which permits residential development on any Qualifying Property within the Town, are resolved in favor of the Town as matters of purely local concern.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution, desires to protect the health, safety, and welfare of its citizens by asserting its local legislative zoning authority to regulate the areas in which residential development is permitted and the density at which such development is permitted within the Town's boundaries, to ensure such development is consistent with the Town's residential zoning needs and objectives, based on the unique local circumstances and challenges faced by the Town and other public service providers in providing essential services.

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

Section 1. Findings of Fact.

a. The recitals contained within this Ordinance are here by incorporated by reference as if fully restated herein.

TOWN SIZE, POPULATION AND LOCATION

b. The Town was incorporated in 1981 as a statutory town consisting of a land area of approximately one square mile and a population of 285.

c. The Town is located 22 miles southeast of the City and County of Denver.

d. In 1984, the Town became a home rule municipality organized and existing pursuant to Article XX of the Colorado Constitution.

e. Over the years, the Town has increased in size to approximately 22.455 square miles and, as of 2026, its population is over 72,145.

MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE TOWN

f. Under Section 6.3 of the Town's Home Rule Charter (the "Charter"), the Planning Commission is required to prepare and submit to the Town Council for its approval a master plan for the physical development of the Town and areas adjacent to the Town (the "Master Plan").

g. The Master Plan legislatively adopted by the Town Council addresses the physical development of residential uses, including single-family homes, multiple-family homes with a variety of housing densities, and a full range of housing programs, including those for seniors, and low- and middle-income persons and families.

h. Under Section 15.9 of the Charter, the annexation and zoning of real property shall occur concurrently.

CONCURRENT ANNEXATION AND RESIDENTIAL ZONING UNDER THE CHARTER

i. Between 1981 and 2026, the Town annexed and zoned approximately 302 parcels of land.

j. The areas of the Town that are zoned to allow single-family homes are contained within fifty-three (53) separate planned developments, which were legislatively approved by the Town Council through the exercise of its zoning authority concurrently with the annexation of these residential developments.

k. The number of residential units allowed within a planned development is subject to the zoning requirements of the Town as contained in the Town's Land Development Ordinance, which is codified within Chapter 13 of the Parker Municipal Code (the "LDO"), as applied by the Town Council, following notice and a public hearing. The criteria to zone or rezone property are as follows:

(1) There has been a significant change in the area surrounding the property since the date of the existing zoning;

(2) The zoning application is consistent with the Master Plan;

(3) There is a need for the type of development enabled by or proposed in connection with the zoning;

(4) The ground to be zoned is the correct size, topography, and site for the proposed development;

(5) Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable;

(6) The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;

(7) Additional municipal service costs will not be incurred which the Town is not prepared to meet; and

(8) There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide any additional required capacity.

l. The Town does not provide waste and sewage or water services in the Town.

m. The Parker Water and Sanitation District (the “Water District”) is the primary provider of waste and sewage disposal and water services in the Town and provides service to the Town pursuant to that intergovernmental agreement between the Town and the Water District dated September 24, 1990 (the “Water Agreement”) and through separate annexation agreements between the District, the Town and the applicable landowner(s).

n. The Water Agreement provides that “any property which seeks annexation into the Town shall, if the same is legally eligible for inclusion into the [Water] District and if the property may be economically served by the [Water] District, simultaneously petition for inclusion into the [Water] District.”

o. As a condition to annexation, which condition is contained in the annexation agreement between the landowner, the Town, and the Water District (the “Annexation Agreement”), a landowner is required to enter into an inclusion agreement with the Water District (the “Inclusion Agreement”), which requires the landowner to dedicate water in an amount sufficient to service the residential density legislatively approved by the Town Council for the planned development through the exercise of its zoning authority at the time of annexation.

p. The Town does not provide fire protection services in the Town.

q. The South Metro Fire Rescue Fire Protection District (the “Fire District”) provides fire protection services in the Town, using fire stations constructed on land dedicated by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. Fire stations are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

r. The Douglas County School District RE-1 (the “School District”) provides public education within the Town, using schools constructed on land dedicated by the landowner and the payment of a school fee by the landowner for the capital construction of these schools as a condition of annexation, which conditions are contained in the Annexation Agreement. Schools are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

s. The Town requires the dedication and construction of parks and trails by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The parks are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

t. The Town requires the dedication and construction of roads and bridges by the landowner as a condition to annexation, which condition is contained in the Annexation

Agreement. The roads and bridges are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

u. The Town requires the dedication and construction of regional drainage facilities by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The regional drainage improvements are located based on the topography of the land to be annexed and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

ANNEXATION AGREEMENTS IMPLEMENT THE PHYSICAL DEVELOPMENT OF THE TOWN

v. Each planned development that is legislatively approved by the Town Council through the exercise of its zoning authority is subject to an Annexation Agreement approved by the landowner, the Town, and the Water District. Each Annexation Agreement:

(1) Identifies the planned development that is the subject of the Annexation Agreement.

(2) Contractually limits the number of residential dwelling units within the planned development to the number of residential units approved by the Town Council through the exercise of its zoning authority.

(3) Requires the landowner to dedicate water to the Water District, pursuant to the Inclusion Agreement, sufficient to serve the number of residential units within the planned development approved by the Town Council through the exercise of its zoning authority.

(4) Requires the landowner to dedicate land to the Fire District for fire stations to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

(5) Requires the landowner to dedicate land and pay school fees to the School District for the capital construction of schools to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation. These parcels may be subject to deed restrictions restricting their use as a school only.

(6) Requires the landowner to dedicate land and construct parks and trails to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

(7) Requires the landowner to dedicate land and construct roads, bridges, and sidewalks to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

(8) Requires the landowner to dedicate land and construct regional drainage facilities to be located based on the topography of the planned development and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

x. The residential density approved by the Town Council, in the exercise of its zoning authority at the time of the annexation of a residential planned development, is based on the ability of the Town and other public service providers to provide water; sewage disposal; transportation, including roads, bridges, and sidewalks; schools; parks and trails; public safety, including fire protection and related emergency services; regional drainage facilities; and other essential services needed to support the residential density permitted within the planned development and memorialized by the Annexation Agreement.

WATER, ANNEXATION, AND INCLUSION AGREEMENTS ARE IMPAIRED BY HOUSE BILL 26-1001

y. The U.S. Constitution, Article I, Section 10, Clause 1, provides that “no state . . . shall . . . pass any . . . law impairing the obligation of contract.” The State of Colorado has a similar constitutional clause which provides that “[n]o . . . law impairing the obligation of contracts . . . shall be passed by the general assembly.” *See* Colo. Const. Art. II, Section 11.

z. House Bill 26-1001 severely impairs the Water Agreement, Annexation Agreement, and Inclusion Agreement for each residential planned development, which agreements establish, as a matter of local concern, the residential density that can be supported by the Town, the Water District, the School District, the Fire District, and other public service providers, that provide essential services including water and sewage disposal; transportation, including roads, bridges, and sidewalks; schools; parks and trails; fire protection and related emergency services; regional drainage facilities; and other essential services.

aa. For example, if the Town were to comply with House Bill 26-1001, it would require the Town to approve new residential development in areas for which it is not zoned at a density greater than is provided by current zoning, without the consent of the Water District, which is a direct breach of the Water Agreement.

bb. Although House Bill 26-1001 provides that property is not Qualifying Property if it is subject to an annexation agreement that limits development, this language is too vague to provide true protection to land that is subject to contractual requirements limiting development, because it is often the case that the zoning associated with the annexation controls the location, number of units, and overall density of the property, rather than a clause in the annexation agreement itself.

cc. Furthermore, Annexation Agreements often require dedications of property from a property owner to the Town or the School District to be used as a school site. These dedications may be subject to additional contractual provisions, including deed restrictions, that limit the recipient’s use of the property to ensure that it is used as a school and not for an unrelated purpose. House Bill 26-1001 would impair these provisions in favor of a small subset of deed restrictions that do not honor negotiated terms between the parties and would result in the extraction of

property from a private owner without that property being used to offset the impacts of the development.

HOUSE BILL 26-1001 ATTEMPTS TO REGULATE ZONING, WHICH IS PURELY A MATTER OF LOCAL CONCERN

dd. House Bill 26-1001 purports to require municipalities to permit residential development located on Qualifying Properties within their jurisdictions. This is clearly a zoning matter, as it regulates the locations of uses and development within municipalities.

ee. Zoning is a matter of purely local concern. This has been confirmed by the Colorado Supreme Court for decades and is echoed throughout the Colorado Revised Statutes, including C.R.S. §§ 29-20-104 and 31-23-301, as those relate to statutory cities, towns, and counties.

Section 2. Reaffirmation of Local Authority. The Town Council hereby reaffirms its home rule authority to determine all land use matters, including the zoning of property, based on the unique local circumstances and challenges faced by the Town, the Water District, the School District, the Fire District, and other public service providers that provide essential services to the residents of the Town.

Section 3. Rejection of House Bill 26-1001. The Town Council hereby determines and declares that the Town, as a home rule municipality, exercised the power delegated to it by the Colorado Constitution to enact zoning ordinances, and particularly the substantive and procedural standards applied to residential development on properties located within the Town, as a matter of purely local concern, and any conflict between the Town's LDO that does not permit or limits residential development on certain parcels and House Bill 26-1001, which mandates administrative approval of residential development on Qualifying Property, is resolved in favor of the Town as a matter of law.

Section 4. Impairment of Contract. The Town Council hereby declares and determines that House Bill 26-1001, as applied to the Town, will severely impair the Water Agreement, Annexation Agreements, Inclusion Agreements, and other agreements ancillary to annexing property into the Town, which agreements establish, as a matter of local concern, the residential density that can be supported by the Town, the Water District, the School District, the Fire District, and other public service providers that provide essential services, and as such House Bill 26-1001 violates both the United States and Colorado Constitutions as a matter of law.

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2026.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2026.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Lindsay Jordan, Interim Town Attorney