

TOWN OF PARKER COUNCIL AGENDA
June 6, 2016

Notes:

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

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

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

- (a) **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- (b) **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- (c) **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)**

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

6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **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**

May 2, 2016

May 16, 2016

B. **ORDINANCE NO. 1.481 – First Reading**

A Bill for an Ordinance to Vacate a Drainage and Slope Easement on Real Property Previously Owned by Donald F. and Viola R. Miller, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

Department: Engineering, Alex Mestdagh

Second Reading: June 20, 2016

C. **ORDINANCE NO. 1.482 – First Reading**

A Bill for an Ordinance to Vacate a Drainage and Slope Easement on Real Property Previously Owned by Don Miller Greenhouse Company, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

Department: Engineering, Alex Mestdagh

Second Reading: June 20, 2016

- D. *ORDINANCE NO. 1.483 – First Reading*
A Bill for an Ordinance to Vacate a Slope Easement on Real Property Previously Owned by Donald F. Miller, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering, Alex Mestdagh
Second Reading: June 20, 2016
- E. *CHAMBERS HIGHPOINT*
Applicant: Karen Henry, Henry Design
Location: Southwest corner, Chambers Road and E-470
Department: Community Development, Patrick Mulready
Second Reading: June 20, 2016
1. *ORDINANCE NO. 2.247 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Highpoint Property in Douglas County
2. *ORDINANCE NO. 3.323 – First Reading*
A Bill for an Ordinance to Rezone Certain Property Within the Town of Parker, Colorado, Known as the Chambers Highpoint Property to PD-Planned Development Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- F. *ORDINANCE NO. 3.228.1 – First Reading*
A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and Amending the Zoning Ordinance to Conform Therewith
Department: Community Development, Patrick Mulready
Second Reading: June 20, 2016
- G. *ORDINANCE NO. 1.465.2 – First Reading*
A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Don Warn
Second Reading: June 20, 2016
- H. *RESOLUTION NO. 16-040*
A Resolution to Fill a Vacancy on the Parker Cultural and Scientific Commission
Department: Cultural, Elaine Mariner
- I. *RESOLUTION NO. 16-041*
A Resolution to Fill Vacancies on the Parker Creative District Executive Committee
Department: Cultural, Elaine Mariner
- J. *RESOLUTION NO. 16-042*
A Resolution Accepting the Conveyance of a Drainage Easement Agreement By and Among 98 W. Parker, LLLP, Century at Carousel Farms, LLC, and the Town of Parker
Department: Engineering, Alex Mestdagh

8. **TOWN ADMINISTRATOR**

- **Reports**

9. **PUBLIC HEARINGS**

PINE CURVE – WITHDRAWN AT MAY 16, 2016, TOWN COUNCIL MEETING

Applicant: Town of Parker
Location: Northeast corner of Mainstreet and Pine Drive
Department: Community Development, Bryce Matthews
Community Development, Mary Munekata

- (1) **ORDINANCE NO. 3.205.29** – Second Reading
A Bill for an Ordinance Amending Ordinance No. 3.205, Series of 2002, by the Deletion of Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property from the GD-Greater Downtown District, Historic Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (2) **ORDINANCE NO. 2.246** – Second Reading
A Bill for an Ordinance Rezoning Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property, from GD-Greater Downtown District to Pine Curve Planned Development, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

10. **ORDINANCE NO. 1.479** – Second Reading
A Bill for an Ordinance to Approve the Sale and Assignment of Interest in Salt Storage Facility By and Between the Town of Parker, Colorado, and South Metro Fire Rescue Fire Protection District, and Consented to by Douglas County School District RE-1
Department: Engineering, Chris Hudson

11. **ORDINANCE NO. 1.480** – Second Reading
A Bill for an Ordinance to Approve the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC
Department: Economic Development, Weldy Feazell

12. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

June 6, 2016

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

1. Town Administrator / Town Attorney Employment Agreements

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

2. Strategies related to economic development of Town-owned property and development in the Town
3. Proposed annexation agreement for Chambers Highpoint
4. Naming rights for the Plaza on Main

"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)."

5. Section 13.04.205 of the Parker Municipal Code
6. Chapter 13.09 of the Parker Municipal Code
7. C.R.S. Section 31-25-105
8. Affirmatively Furthering Fair Housing 24 C.F.R. Parts 5, 91, 270 and 903

**TOWN OF PARKER COUNCIL
MINUTES
MAY 2, 2016**

Mayor Mike Waid called the meeting to order at 6:25 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(a) there was one item which was the potential purchase and sale of Town-owned property on Mainstreet; under C.R.S. § 24-6-402(4)(e) there was one item for proposed amendment to the Intergovernmental Agreement and Comprehensive Development Plan with Douglas County and under C.R.S. 24-6-402(4)(b) there was one item which was a specific legal question concerning Section 13.04.240(c) of the Parker Municipal Code.

EXECUTIVE SESSION

Josh Martin moved and Joshua Rivero seconded to go into Executive Session to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. 25-6-402(4)(4)(a), to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b).

The motion was approved unanimously.

Renee Williams moved and Josh Martin seconded to come out of the Executive Session at 7:00 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:09 P.M.

Boy Scout Troop 254 led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

- **Lutheran High School 3A Girls Basketball Team Champions**
Mayor Mike Waid read the proclamation into the record and introduced the Team.

- **Peace Officer Advocacy Award for Detective Bev Wilson**
District Attorney George Brachler recognized Bev Wilson who received the Peace Officer Advocacy Award.

- **CALEA Re-Accreditation for Police Department**
Chris Peters of the Police Department described the re-accreditation process and that in April there was a committee hearing and they highlighted some of the things Parker should be proud of, i.e., evidence management procedures, strategic and annual reports and body camera policy.

PARKER CHAMBER OF COMMERCE UPDATES – None

DOWNTOWN BUSINESS ALLIANCE UPDATES – None

PUBLIC COMMENTS

- Ray Traffis, 10680 Stone Meadow Drive, Stonegate, regarding Newlin Gulch, advised that these properties need special plans and he and his neighbors would like to work with the Planning Department and developer. They asked that the Council delay the first reading.
- Harlin Sinah, 17210 Yellow Rose, regarding Cottonwood Highlands, stated that the main thing is noise; the development has increased the amount of traffic and is creating vibrations.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Amy Holland

1. Last week she attended the meeting with Community Development Team where they are apprised of what is going on in the community.
2. Attended the Centennial State of the City which was held last week.

Josh Rivero

He missed last week’s study session because he attended the Douglas County Youth Initiative Awards.

Renee Williams

1. Attended the Douglas County Transit Solutions meeting.
2. Ribbon Cutting for Wells Fargo in Cottonwood.

Debbie Lewis

Attended the Centennial State of the City.

Mike Waid

1. Attended the Volunteer Appreciation Dinner.
2. Also attended the Ribbon Cutting for Wells Fargo.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES*
April 18, 2016
- B. *ORDINANCE NO. 1.479 – First Reading*
A Bill for an Ordinance to Approve the Sale and Assignment of Interest in Salt Storage Facility By and Between the Town of Parker, Colorado, and South Metro Fire Rescue Authority and consented to by Douglas County School District RE-1
Department: Engineering, Chris Hudson
Second Reading: June 6, 2016
- C. *INTENTIONALLY LEFT BLANK*

- D. *ORDINANCE NO. 5.23.8 – First Reading*
A Bill for an Ordinance to Amend Section 7.02.100 of the Parker Municipal Code Concerning Residential On-Street Parking Permits and Fees
Department: *Communications, Elise Penington*
Second Reading: *May 16, 2016*
- E. *RESOLUTION NO. 16-036*
A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for the East-West Trail East of Chambers Road
Department: *Engineering, Tom Gill*
Parks and Recreation, Dennis Trapp
- F. *RESOLUTION NO. 16-037*
A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for Tract P, Meridian International Business Center Filing No. 7, as Recorded June 27, 2005, at Reception No. 2005057700, County of Douglas, State of Colorado
Department: *Engineering, Tom Williams*
- G. *CONTRACTS ABOVE \$100,000*
- *2016 Townwide Concrete Replacement (CIP 16-006)*
Amount: *\$1,368,897.00*
Contractor: *Silva Construction Inc.*
Department: *Public Works, Steve Eubanks*
 - *Cotton wood Drive Widening (Phase I) Professional Services Agreement*
Amount: *\$248,886.46*
Consultant: *Tsiouvaras Simmons Holderess, Inc.*
Department: *Engineering, Tom Gill*
 - *Pool Shell Replaster and Maintenance, RFP 16-05*
Amount: *\$103,250.00*
Contractor: *Mid-America Pool Renovation, Inc.*
Department: *Recreation, Jim Cleveland*
- H. *PROCLAMATION – Building Safety Month – May 2016*
Department: *Town Council*
- I. *NEWLIN CROSSING PROPERTY*
Applicant: *Wes Segele, 98 W Parker LTD*
Location: *Northeast Corner, Mainstreet and Chambers Road*
Department: *Community Development, Patrick Mulready*
Second Reading: *May 16, 2016*
- (1) *ORDINANCE NO. 2.245 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Newlin Crossing Property in Douglas County

- (2) *ORDINANCE NO. 3.322 – First Reading
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Newlin Crossing Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith*

Amy Holland moved and Josh Rivero seconded to approve Consent Agenda Items 7A through 7I.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Randy Young and Joshua Rivero attended the library opening in Castle Pines last week.

PUBLIC HEARINGS

SETBACK VARIANCE AT LOT 1B, PARKER AUTO PLAZA FILING 2, THIRD AMENDMENT

Applicant: Chad Wheeler, Dimension Group Engineering
Location: Generally located north of the northwest corner of the intersection of Lincoln Avenue and Ponderosa Drive
Department: Community Development, Patrick Mulready

7:37 P.M.

Lincoln Parker Auto, LLC is the owner of a lot situated between Ponderosa Drive and the regional detention ponds to the west which serve Parker Auto Plaza. The applicant has requested a variance from the 25 foot rear yard setback requirement within the Parker Auto Plaza Planned Development in order to allow for adequate internal access and circulation. If granted, it would allow this lot to have a ten foot rear yard setback.

The property owner is seeking approval of a site plan on this parcel to locate two multi-tenant automotive services buildings on this lot. The narrowness of the lot would make meeting the required 24-foot width for a drive aisle in front of both buildings impossible without a variance from the required 25-foot rear-yard setback. The applicant has met the 24-foot drive aisle access requirement by pushing the buildings back to meet a 10 foot setback; this design places the two buildings more than 110 feet from the boundary with the Cherry Creek open space and is sufficient to mitigate potential impacts. (A detailed report is available in the Community Development Department.)

Applicant

Chad Wheeler, Regional Director, Dimension Group Engineering, 5600 S. Quebec, Greenwood Village, was available for questions.

Public Comment – None

The Public Hearing was closed at 7:45 P.M.

Joshua Rivero moved to approve, based upon staff findings, with the following condition contained in the staff report:

The 10-foot setback also represents an existing utility easement. No portion of either building can extend into this easement.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 3.01.109 – Second Reading

A Bill for an Ordinance to Amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code Concerning Assembly Uses

Department: Community Development, Ryan McGee

The Town has experienced substantial growth during the past few years as a consequence of the strong regional economy and residential in-migration. This growth, while largely beneficial, has resulted in a decreasing supply of land that is available for future commercial, light industrial and mixed-use development. This is an issue of Town-wide concern but is most acute in those areas zoned B – Business District and C – Commercial District where land for development is scarce and under increasing development pressure. The Parker 2035 Master Plan identifies these areas as part of the Central Commercial District where “...growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, etc. ...” In order to preserve the B – Business and C – Commercial Districts for uses having economic development benefits, it is necessary to evaluate and amend the Land Development Ordinance to eliminate uses that fail to generate retail sales tax, primary employment and beneficial economic activity. (A detailed report is available in the Community Development Department.)

Public Comment

Mike Conner, representative for Mountain Man Nut & Fruit, advised that he has a lot inside this area for sale. He stated that he met with staff in the fall to discuss uses and marketing the property. The offer the group has made is substantially higher and will cost him ½ million dollars. He asked the Town Council to grant this and to consider this a Use by Special Review as it would be fair to the property owner.

Town Attorney Jim Maloney advised that this property is zoned C – Commercial and would still be zoned C – Commercial. This is not a rezoning, just limiting assembly uses; there are still a great list of uses.

Josh Rivero moved to approve Ordinance No. 3.01.109 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.254 – Second Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 8, 2016 Coordinated Election

**Department: Town Attorney, Jim Maloney
 Town Clerk, Carol Baumgartner**

Under the “Uniform Election Code”, the Town will coordinate its election with Douglas County. On February 1, 2016, the Town Council passed Resolution No. 16-010 in order to participate in the November 8, 2016, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an intergovernmental agreement to conduct the election. Douglas County’s estimate of the cost to the Town to participate in the coordinated election is \$26,110.76.

Public Comment – None

Renee Williams moved to approve Ordinance No. 9.254 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.255 – Second Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Douglas County School District RE-1 Regarding Cost Sharing for Access Drive Improvements to Legend High School

Department: Engineering, Chris Hudson

This is related to cost of sharing access drive improvements at Legend High School with Douglas County School District RE-1. While the proposed improvements are located on DCSD property, they will result in improved traffic flow on Canterbury Parkway and Hilltop Road which are both Town roadways. When the improvements are completed, DCSD will be responsible for maintenance of the improvements. The IGA proposes completion of these improvements during the summer break at the high school to minimize the impacts of the construction. DCSD management has already approved the proposed IGA and an ordinance is required to approve this proposed IGA.

In order to meet this proposed construction timeline, the Town has already commenced discussions/negotiations with a roadway contractor under contract with the Town for the 2016 resurfacing work. It is anticipated that a contract modification for this work at Legend High School will be brought forward to Town Council at the May 16, 2016 Town Council meeting.

Public Comment

The following individuals spoke in favor of this item:

- Trenton Allen, Briarleaf Ave.
- Alisa Monahan, Triple Crown Drive

Josh Rivera moved to approve Ordinance No. 9.255 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:09 P.M .

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
May 16, 2016**

Mayor Mike Waid called the meeting to order at 5:35 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were eight (8) items. Under C.R.S. § 24-6-402(4)(a) there was one item which was the potential purchase and sale of Town-owned property on Mainstreet; under C.R.S. § 24-6-402(4)(e) there was one item for proposed annexation agreement for Newlin Crossing, under C.R.S. 24-6-402(4)(b) there were three (3) items, the first was Section 13.07.100 of the Parker Municipal Code, the second was C.R.S Section 29-20-108 and the third was Section 4.09.030 of the Parker Municipal Code, under 24-6-402(4)(e) there was one item which was negotiations related to the construction of a recreational facility on Town-owned property and under C.R.S. § 24-6-402(4)(b) there were two items, the first was a specific legal question concerning Section 5.02.730 of the Parker Municipal Code and the second was a specific legal question concerning C.R.S. Section 31-25-105.

Joshua Rivero moved and Josh Martin seconded to go into Executive Session to consider the purchase acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. 24-6-02(4)(a), to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), 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), to determine position relative to matters that may be subject to negotiations, develop a strategy for negotiations and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. 24-6-402 (4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Amy Holland seconded to come out of Executive Session at 7:17 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:23 P.M.

The Pledge of Allegiance was led by Belle Bashaw, Kellyn Dassler and a young man from the audience.

SPECIAL PRESENTATIONS

- **Nicole Steiner – Prudential Spirit of Community Recognition Day**
Mayor Waid recognized Nicole Steiner, who recently was named one of the top two youth volunteers in Colorado for 2016, in the 21st annual Prudential Spirit of Community Awards. As a State Honoree, Nicole will receive a \$1,000 award, an engraved silver medallion, and a trip to Washington, D.C., April 30-May 3, for a series of national recognition events. The Mayor also presented her with a certificate.

- **Belle Bashaw**
Mayor Waid recognized Belle, and gave her a certificate, for developing a curriculum to teach elementary school students about the importance of bees, which bees they might see, and how they can help the bee population thrive. Belle is a student at Douglas County High School.
- **Kellyn Dassler**
Mayor Waid recognized Kellyn, and gave her a certificate, for increasing students' respect for teachers and educators. She also worked to encourage teachers throughout the year and made working conditions better for staff by taking items off their "to do" lists. Kellyn is a student at Chaparral High School.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston, President and CEO of the Parker Chamber of Commerce, gave an update of the Chamber's events and activities.

PUBLIC COMMENTS

- Steve Trevino formally invited the Council and employees to the 7th Annual Memorial Day Veterans' Service of Remembrances at the J.S. Parker Cemetery on Memorial Day, May 30 at 10:00 a.m.
- Pam Schreiber, 12235 Piney Hill Road, stated that they live in Pine Bluffs above the Townhomes at Pine Bluffs. They have two major problems, (1) no landscaping which is creating a mud hole and (2) at the end of the northeast side of the retaining wall, there is a huge hole which is caused by improper drainage. They and their neighbors would like to know what is happening, or going to be happening, and if there was a city official who would attend one of their homeowners meetings to give them the same information at the same time. John Fussa, Community Development Director, was asked to get this information from Mrs. Schreiber.
- Kevin Terpenney, 20705 Omaha Ave., stated he had the good fortune to support Town events and wanted to recognize Town employees: Hillary Roemersberger, Jaimie Vollertsen, Charlie Rhode, Brenda Mooney, Brooke Spain, Elise Penington and Chris Vanderpool.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Josh Martin

He and the Mayor went to the Police Citizen Academy graduation on Wednesday evening.

Amy Holland

Attended the following meetings:

1. The Greater Parker Foundation meeting.
2. The Chamber of Commerce Business Impact Meeting.
3. The Library Topping Off Ceremony.
4. Wished Josh Martin a Happy Birthday.

Joshua Rivero

Attended the ground breaking for the RTD Extension at Lone Tree, which was very well attended. This is a great public/private partnership.

Renee Williams

Went to the same meetings as Amy Holland.

Debbie Lewis

Attended the following meetings:

1. Douglas County Cultural Council.
2. Greater Parker Foundation.
3. Chamber Luncheon.
4. Parker Library Top Off Celebration.
5. Douglas County Partnership of Governments.

John Diak

Attended the following meetings:

1. Economic Retention meeting at India’s Kitchen.
2. PACE Center.

Mike Waid

Went to the following meetings:

1. Lone Tree Mayor’s retirement reception.
2. Downtown Business Association meeting.
3. Town’s Big Picture Meeting.
4. Parker Library Celebration.
5. Police Citizen Academy Graduation.

CONSENT AGENDA

A. *INTENTIONALLY LEFT BLANK*

B. *ORDINANCE NO. 1.480 – First Reading*

A Bill for an Ordinance to Approve the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC

Department: Economic Development, Weldy Feazell

Second Reading: June 6, 2016

C. *RESOLUTION NO. 16-038*

A Resolution to Determine that the Meadowlark Property Annexation Petition Substantially Complies with the Requirements of the annexation Act of 1965 and to Set a Public Hearing Date for July 5, 2016

Department: Community Development, Ryan McGee

D. *CONTRACTS ABOVE \$100,000*

- *2016 Townwide Pavement Markings – Crosswalk/Symbols Project (CIP16-009)*

Amount: \$137,086.50

Contractor: Colorado Barricade

Department: Engineering, Chris Hudson

- *2016 Townwide Resurfacing Program (CIP 16-003) Contract Modification*
Amount: \$97,834.70
Contractor: Asphalt Specialties
Department: Engineering, Chris Hudson

Josh Rivero moved and John Diak seconded to approve the Consent Agenda Items 6A through 6D.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Randy Young thanked the departments for their involvement in his monthly TA Report.

Randy attended the following meetings:

1. Monthly meeting with Ron Redd, District Manager of the Parker Water & Sanitation District.
2. Met with the CEO of Parker Adventist Hospital.
3. Met with the managers of Castle Pines and Castle Rock.
4. Presided at the Big Picture Meeting. This is a good opportunity for employees to learn about the Town.
5. He and Michelle Kivela had a meeting with Douglas County government.
6. Thanked the Douglas County Library for the TOP Off ceremony.

PUBLIC HEARINGS

A. PINE CURVE ZONING – TABLED

Applicant: Town of Parker
Location: Northeast corner of Mainstreet and Pine Drive
Department: Community Development, Bryce Matthews
Community Development, Mary Munekata

- (1) **ORDINANCE NO. 3.205.29**
A Bill for an Ordinance Amending Ordinance No. 3.205, Series of 2002, by the Deletion of Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property from the GD-Greater Downtown District, Historic Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (2) **ORDINANCE NO. 2.246**
A Bill for an Ordinance Rezoning Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property, from GD-Greater Downtown District to Pine Curve Planned Development, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Joshua Rivero moved to withdraw these two ordinances.

John Diak seconded the motion.

The motion was approved unanimously.

B. NEWLIN CROSSING PROPERTY ANNEXATION AND ZONING

Applicant:	Wes Segele, 98 W Parker LTD
Location:	Northeast Corner, Mainstreet and Chambers Road
Department:	Community Development, Patrick Mulready

The applicant provided staff with several last minute changes to the annexation agreement. These requested revisions are substantive enough that finalization of the annexation agreement could not be accomplished in time for inclusion on the Council’s May 16, 2016 agenda. Colorado statutes on annexations require the Town to conduct a public hearing for the annexation resolution on the date advertised in the notice in order not to invalidate the public notice.

Public Comment – None

- (1) **RESOLUTION NO. 16-039**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Newlin Crossing Property for Annexation into the Town of Parker

Joshua Rivero moved to approve Resolution No. 16-039.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

- (2) **ORDINANCE NO. 2.245 (To be continued to June 20, 2016)**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Newlin Crossing Property in Douglas Count

- (3) **ORDINANCE 3.322 (To be continued to June 20, 2016)**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Newlin Crossing Property to PD-Planned Development

- (4) **ANNEXATION AGREEMENT (To be continued to June 20, 2016)**

Renee Williams moved to continue Ordinance Nos. 2.246 and 3.322 and the Annexation Agreement for Newlin Crossing to June 20, 2016.

Amy Holland seconded the motion.

The motion was approved unanimously.

C. HILLTOP CARWASH MINOR DEVELOPMENT LOT 2 - Use by Special Review

Applicant: Shawn Dore
Location: 19745 Parker Square Dr.
Department: Community Development, Carolyn Parkinson

8:09 P.M.

The applicant requested approval of a Use by Special Review (UbSR) for a mixed-use development containing eight residential units and two commercial units. The proposal is located in the Market Center of the Greater Downtown District.

This parcel is identified by the Parker 2035 Master Plan as part of the Central Commercial District Character Area. The focus in this area includes core retail, services, offices, lodging, restaurants, entertainment and higher density residential uses. The Greater Downtown District Market Center standards and guidelines identify the permitted commercial uses. However, multi-family residential uses require approval of a UbSR.

The staff has determined that the proposed use meets or can meet the UbSR criteria established by the Town of Parker Land Development Ordinance.

The applicant was available for questions.

Public Comment – None

The Public Hearing was closed at 8:14 P.M.

Amy Holland moved to approve, based upon staff findings, with the following conditions contained in the staff report:

1. That the Use by Special Review materials submitted to the Community Development Department on March 24, 2016 shall be the approved Use by Special Review materials.
2. Approval of this Use by Special Review **DOES NOT** constitute site plan approval. Approval of a separate site plan submittal is required.
3. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding sign permit requirements.

Josh Martin seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 5.23.8 – Second Reading
A Bill for an Ordinance to Amend Section 7.02.100 of the Parker Municipal Code
Concerning Residential On-Street Parking Permits and Fees
Department: Communications, Elise Penington

The success of the Let Freedom Sing July 4th event has resulted in the adjacent neighborhood, Horseshoe Ridge, experiencing heavy traffic on event day, as well as a great deal of event day parking. While the streets in Horseshoe Ridge are public, they are constructed in a narrower

fashion, which has resulted in access and parking problems for residents in the subdivision, as well as a concern for the ability of emergency vehicles to access homes in the subdivision in case of an emergency during the event.

A committee comprised of various Town staff met and recommended a solution of closing the neighborhood to event traffic and implementing a permit process for event day to accommodate residents, as well as two guest parking permits per household. Town staff met with the Horseshoe Ridge HOA and they were in favor of this solution. The Town is working closely with the HOA on the rollout and implementation for the 2016 Let Freedom Sing event.

To address the problems of access and parking, Section 7.02.100 of the Parker Municipal Code could be amended to allow for the Chief of Police to restrict parking in residential areas that are impacted by large events held on Town-owned property by issuing parking permits and posting signs to restrict parking.

Public Comment – None

Amy Holland moved to approve Ordinance No. 5.23.8 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:19 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



ITEM NO: 7B
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.481 – A Bill for an Ordinance to Vacate a Drainage and Slope Easement on Real Property Previously Owned by Donald F. and Viola R. Miller, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (06/20/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Town obtained drainage and slope easements on this property in 1999 to accommodate the construction of Twenty Mile Road and Dransfeldt Road adjacent to the site. The property is currently proposed to be developed, and the improvements associated with the Site Plan will eliminate the need for these existing easements. The developer proposes to vacate these existing easements and dedicate new easements covering the proposed improvements.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

The Town of Parker owns a slope and drainage easement located on the property proposed to be developed as Watermark on Twenty Mile (the "Easement"). The Easement was dedicated via a Drainage and Slope Easement Agreement that was entered into between Donald F. and Viola R. Miller, as the grantor and the Town of Parker, Colorado, as the grantee, and recorded on January 20, 1999 with the Douglas County Clerk and Recorder at Book 1658 Page 75. This Easement was obtained to allow the construction of roadway embankments and drainage improvements for Twenty Mile Road and Dransfeldt Road.

This property is now proposed to be developed as apartment homes. The grading associated with the Site Plan levels the site for development, eliminating the roadway embankment slopes currently on the property. The development will also install a storm sewer system on the property to convey all stormwater runoff to Sulphur Gulch. These improvements will eliminate

the need for the existing easements. The applicant will be required to dedicate to the Town new easements covering any remaining roadway embankments and the proposed storm sewer improvements, preserving the Town's ability to protect roadway base stability and to ensure the safe conveyance of stormwater through the site.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance.

PREPARED/REVIEWED BY:

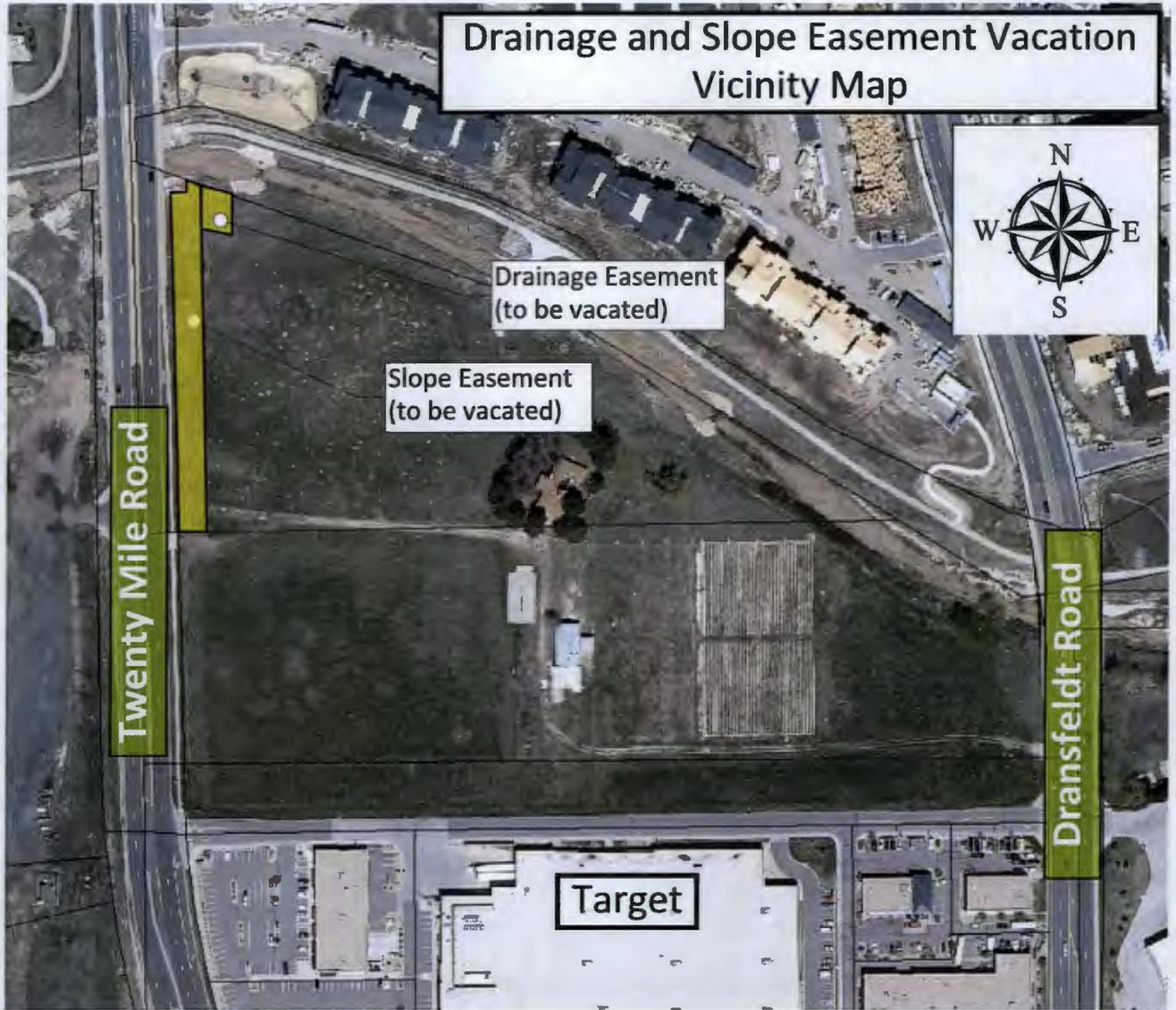
Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Drainage and Slope Easement Agreement (8 pages)(Exhibit to the ordinance)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.481 on first reading and schedule second reading for June 20, 2016, as a part of the consent agenda."



ORDINANCE NO. 1.481, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A DRAINAGE AND SLOPE EASEMENT ON REAL PROPERTY PREVIOUSLY OWNED BY DONALD F. AND VIOLA R. MILLER, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted a drainage and slope easement, pursuant to a Drainage and Slope Easement Agreement, dated December 7, 1998, by Donald F. and Viola R. Miller, and recorded on January 20, 1999, at Reception Number 99005445 of the Douglas County Clerk and Recorder's Office (the "Drainage Easement");

WHEREAS, application has been made to vacate the Drainage Easement that is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Vacation Request");

WHEREAS, the real property covered by the Drainage Easement is no longer needed;

WHEREAS, the Vacation Request was heard by the Town Council; and

WHEREAS, the Town Council desires to approve the Vacation Request.

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

Section 1. The Town Council of the Town of Parker hereby vacates the Drainage Easement described in **Exhibit A**.

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

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

Section 4. This Ordinance shall not become effective until the final plat for Watermark on Twenty Mile is recorded, at which time this Ordinance shall be published and shall become effective within ten (10) days of the publication date of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

DRAINAGE AND SLOPE EASEMENT AGREEMENT DC99005445SP
D.F.
EX

THIS DRAINAGE AND SLOPE EASEMENT AGREEMENT (the "Easement Agreement"), is dated this 7th day of December, 1998, by Donald F. and Viola R. Miller, ("GRANTOR"), whose address is 5906 W. Parker Road, Parker, CO 80134 and the Town of Parker, Colorado, a Colorado Home Rule Municipality, ("GRANTEE"), whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of drainage and drainage facilities, as well as for slope, on and through the property more particularly described and depicted in EXHIBIT B ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for and in consideration of the sum of Ten dollars (\$10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

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 (1) providing drainage and drainage facilities; (2) providing and maintaining a proper sight distance and line of sight; (3) providing lateral support for a public roadway, road shoulder and attendant road improvements and construction; and (4) providing a suitable slope or grade for the above-mentioned purposes consistent with the easement provided herein. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Easement Property and its facilities. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

11/19/98

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance. The operation and maintenance of the facilities within the Easement Property shall be the responsibility of the Grantee.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representative, 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 said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the 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.

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

GRANTORS:

Donald F. Miller
Donald F. Miller

Viola R. Miller
Viola R. Miller

STATE OF COLORADO)
)
COUNTY OF DENVER) ss

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of November, 1998, by Donald F. Miller.

My commission expires: June 17, 2002
(S E A L)

Carol E. Harris
Notary Public

STATE OF COLORADO)
)
COUNTY OF DENVER) ss

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of November, 1998, by Viola R. Miller.

My commission expires: June 17, 2002
(S E A L)

Carol E. Harris
Notary Public

GRANTEE:

TOWN OF PARKER

Gary Lasater
Gary Lasater, Mayor

ATTEST:

Carol Baumgartner
Carol Baumgartner, Town Clerk

EXHIBIT B (1 of 4)

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado being more particularly described as follows:

Commencing at the West Quarter corner of said Section 22, Thence North 09°02'04" East a distance of 557.85 feet to the TRUE POINT OF BEGINNING.

Thence North 01°17'32" West a distance of 99.79 feet, to a point on the Southwest line of the property recorded in Book 1447 at Page 1502, in the Office of the Douglas County Clerk and Recorder; Thence South 70°10'10" East, along said Southwest line, a distance of 107.20 feet; Thence South 01°17'32" East a distance of 99.27 feet; Thence North 70°25'32" West a distance of 107.02 feet to the TRUE POINT OF BEGINNING.

Containing 0.228 acres (9953 square feet), more or less.

Bearings are based on the South line of the Northwest Quarter of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian being North 89°35'43" East.

DuWayne M. Phillips PLS NO. 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Suite 101
Englewood, Co. 80111
(303) 741-6000

99005445 - 01/20/99 10:43 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P0079 - \$40.00 - D.F. EXEMPT - 5/ 8

Drainage Easement
RMC Job No. 0300.019.05
Doc. Drain3a
March 27, 1998 VRI

EXHIBIT B (2 of 4)

99005445 - 01/20/99 10:43 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P0080 - \$40.00 - D.F. EXEMPT - 6/ 8

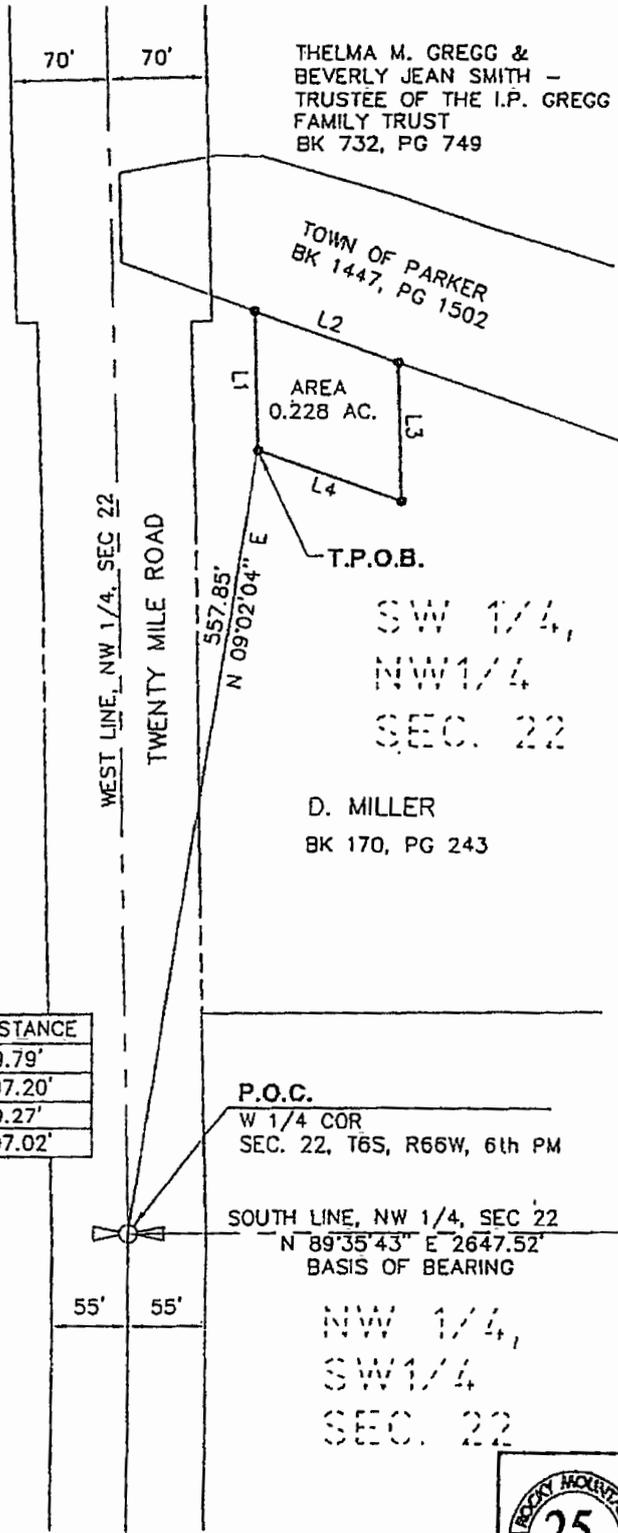
NE 1/4
 SEC. 21

PARKER WATER &
 SANITATION DISTRICT
 BK 491 PG 486



SCALE: 1" = 100'

NUMBER	DIRECTION	DISTANCE
L1	N 01°17'32" W	99.79'
L2	S 70°10'10" E	107.20'
L3	S 01°17'32" E	99.27'
L4	N 70°25'32" W	107.02'



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

ROCKY MOUNTAIN CONSULTANTS, INC.

SHEET 2 OF 2

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

DRAIN 3A.DWG
 JOB NO. 0300.019.05

DATE 03/27/98

REVISED

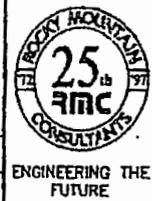


EXHIBIT B (3 of 4)

LEGAL DESCRIPTION

A Parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the West Quarter corner of said Section 22; Thence North 01°17'32" West, along the West line of the Southwest Quarter of the Northwest Quarter of said Section 22, a distance of 155.10 feet, to the Northwest corner of the property recorded in Book 171 at Page 392, in the Office of the Douglas County Clerk and Recorder, said point also being the Southwest corner of the property recorded in Book 170 at Page 243, in the Office of the Douglas County Clerk and Recorder; Thence North 89°36'26" East, along the Southerly line of the property recorded in last said Book and Page, a distance of 55.01 feet, to the True Point of Beginning.

Thence North 01°17'32" West, leaving last said Southerly line, a distance of 488.34 feet; Thence North 88°42'28" East, a distance of 15.00 feet; Thence North 01°17'32" West, a distance of 17.62 feet, to the Southerly line of the property recorded in Book 1447 at Page 1502, in the Office of the Douglas County Clerk and Recorder; Thence South 70°10'00" East, along last said Southerly line, a distance of 32.16 feet; Thence South 01°17'32" East, leaving last said Southerly line, a distance of 495.07 feet, to the Northerly line of the property recorded in said Book 171 at Page 392; Thence South 89°36'26" West, along last said Northerly line, a distance of 45.01 feet, to the True Point of Beginning.

Containing 0.513 acres (22,346 square feet), more or less.

Bearings are based on the North line of the Northwest Quarter of the Southwest Quarter of Section 22, being North 89°35'43" East.

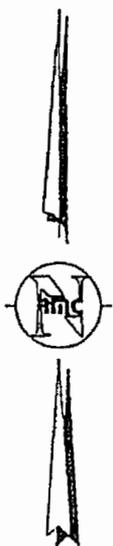
DuWayne M. Phillips PLS # 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Ste. 101
Englewood, Co. 80111
(303) 741-6000

Date: _____

99005445 - 01/20/99 10:43 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P0081 - \$40.00 - D.F. EXEMPT 7/ 8

99005445 - 01/20/99 10:43 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P0082 - \$40.00 - D.F. EXEMPT 8/18

EXHIBIT B (4 of 4)



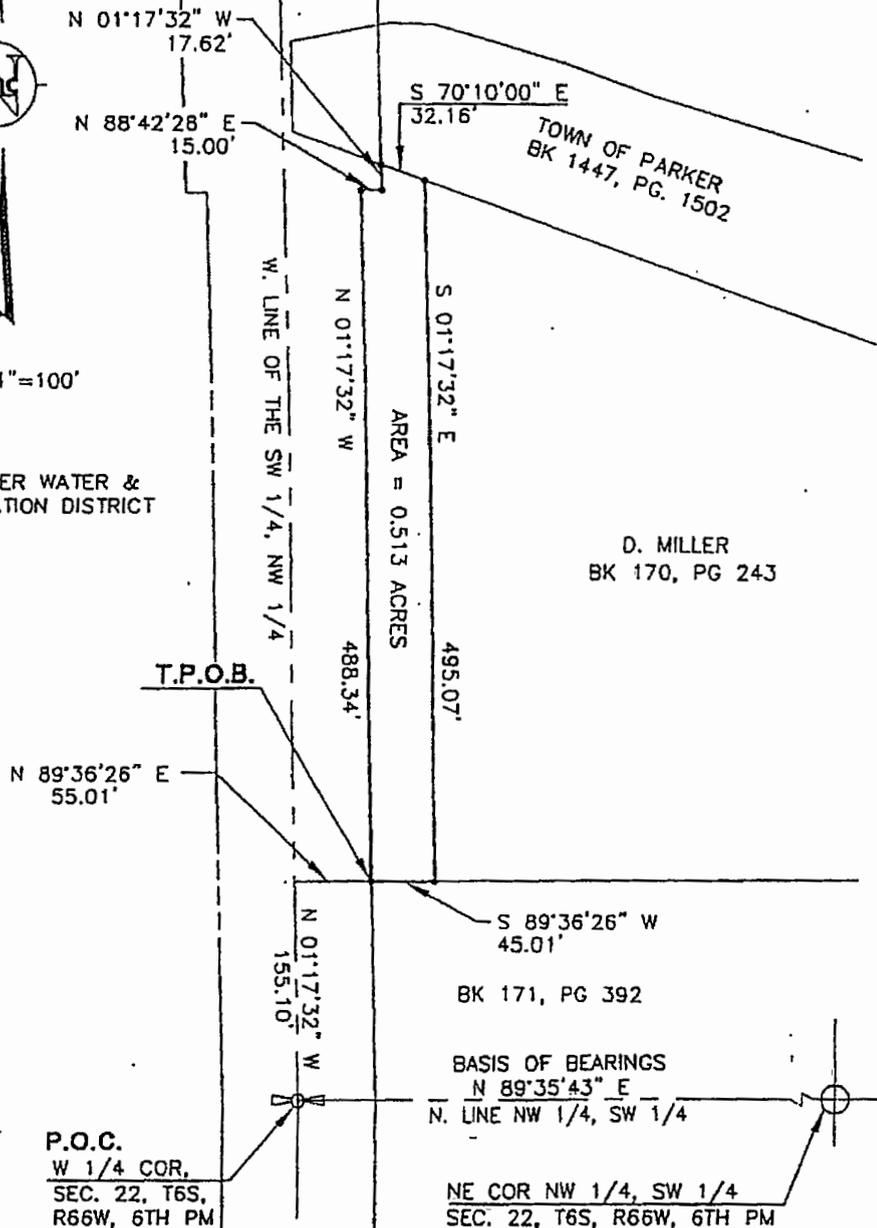
SCALE: 1"=100'

PARKER WATER & SANITATION DISTRICT

BK 732, PG 749

TOWN OF PARKER
 BK 1447, PG. 1502

D. MILLER
 BK 170, PG 243



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

P.O.C.
 W 1/4 COR,
 SEC. 22, T6S,
 R66W, 6TH PM

BASIS OF BEARINGS
 N 89°35'43" E
 N. LINE NW 1/4, SW 1/4

NE COR NW 1/4, SW 1/4
 SEC. 22, T6S, R66W, 6TH PM

ROCKY MOUNTAIN CONSULTANTS, INC. SHEET 2 OF 2

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

SL 3A.DWG JOB NO. 0300.019.05 DATE 03/27/98 REVISED



ENGINEERING THE FUTURE



ITEM NO: 7C
DATE: 06/06/2016

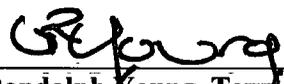
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.482 – A Bill for an Ordinance to Vacate a Drainage and Slope Easement on Real Property Previously Owned by Don Miller Greenhouse Company, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (06/20/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Town obtained drainage and slope easements on this property in 1999 to accommodate the construction of Twenty Mile Road and Dransfeldt Road adjacent to the site. The property is currently proposed to be developed, and the improvements associated with the Site Plan will eliminate the need for these existing easements. The developer proposes to vacate these existing easements and dedicate new easements covering the proposed improvements.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

The Town of Parker owns a slope and drainage easement located on the property proposed to be developed as Watermark on Twenty Mile (the "Easement"). The Easement was dedicated via a Drainage and Slope Easement Agreement that was entered into between Don Miller Greenhouse Company, as the grantor and the Town of Parker, Colorado, as the grantee, and recorded on January 20, 1999 with the Douglas County Clerk and Recorder at Book 1658 Page 1253. This Easement was obtained to allow the construction of roadway embankments and drainage improvements for Twenty Mile Road and Dransfeldt Road.

This property is now proposed to be developed as apartment homes. The grading associated with the Site Plan levels the site for development, eliminating the roadway embankment slopes currently on the property. The development will also install a storm sewer system on the

property to convey all stormwater runoff to Sulphur Gulch. These improvements will eliminate the need for the existing easements. The applicant will be required to dedicate to the Town new easements covering any remaining roadway embankments and the proposed storm sewer improvements, preserving the Town's ability to protect roadway base stability and to ensure the safe conveyance of stormwater through the site.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance.

PREPARED/REVIEWED BY:

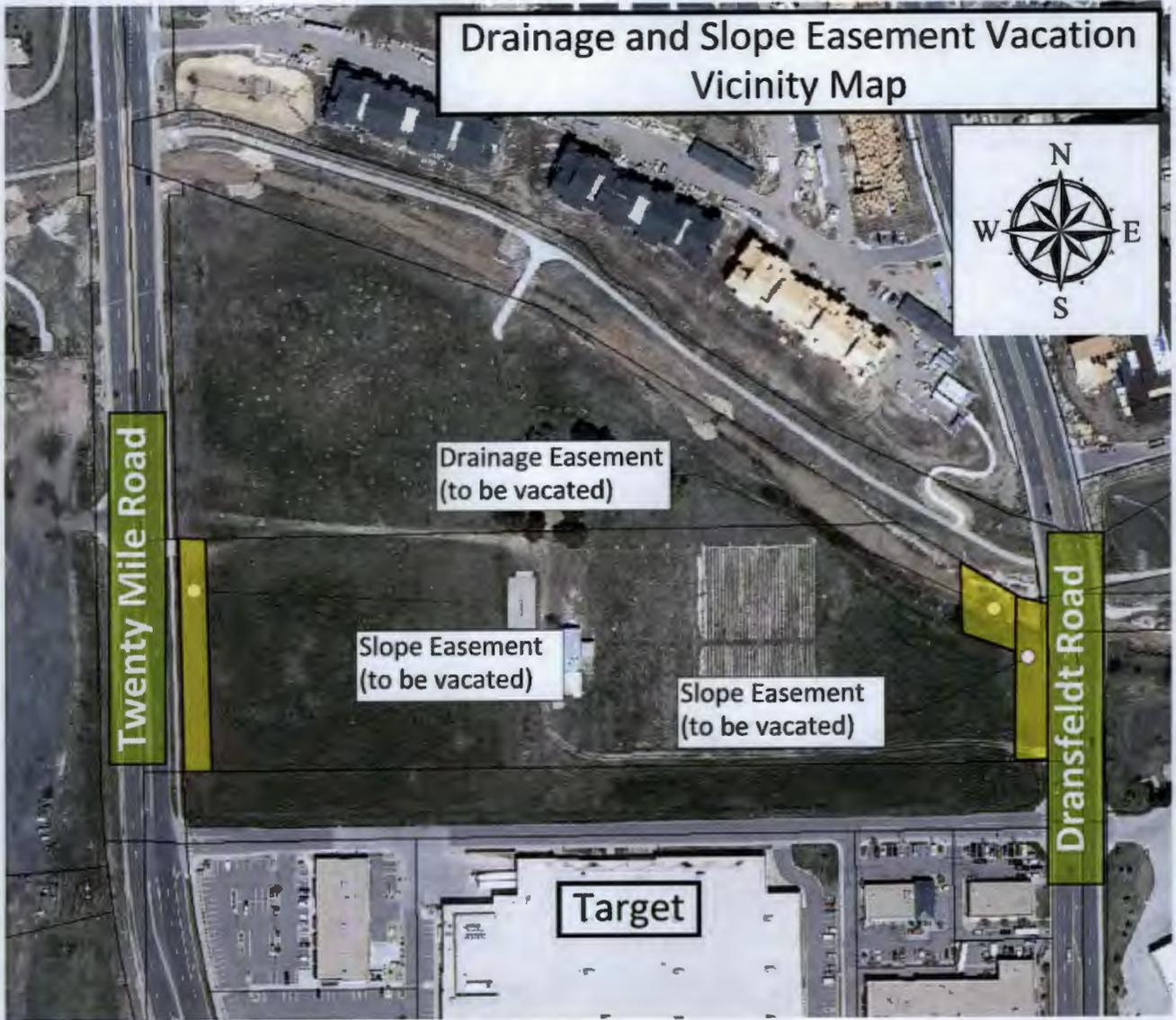
Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Drainage and Slope Easement Agreement (11 pages)(Exhibit to the ordinance)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.482 on first reading and schedule second reading for June 20, 2016, as a part of the consent agenda."



ORDINANCE NO. 1.482, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A DRAINAGE AND SLOPE EASEMENT ON REAL PROPERTY PREVIOUSLY OWNED BY DON MILLER GREENHOUSE COMPANY, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted a drainage and slope easement, pursuant to a Drainage and Slope Easement Agreement, dated December 7, 1998, by Don Miller Greenhouse Company, and recorded on January 20, 1999, at Reception Number 99005908 of the Douglas County Clerk and Recorder's Office (the "Drainage Easement");

WHEREAS, application has been made to vacate the Drainage Easement that is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Vacation Request");

WHEREAS, the real property covered by the Drainage Easement is no longer needed;

WHEREAS, the Vacation Request was heard by the Town Council; and

WHEREAS, the Town Council desires to approve the Vacation Request.

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

Section 1. The Town Council of the Town of Parker hereby vacates the Drainage Easement described in **Exhibit A**.

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

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

Section 4. This Ordinance shall not become effective until the final plat for Watermark on Twenty Mile is recorded, at which time this Ordinance shall be published and shall become effective within ten (10) days of the publication date of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

DRAINAGE AND SLOPE EASEMENT AGREEMENT

DC99005908

11P
DF
EX

THIS DRAINAGE AND SLOPE EASEMENT AGREEMENT (the "Easement Agreement"), is dated this 7th day of December, 1998, by Don Miller Greenhouse Company, ("GRANTOR"), whose address is 5906 W. Parker Road, Parker, CO 80134 and the Town of Parker, Colorado, a Colorado Home Rule Municipality, ("GRANTEE"), whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of drainage and drainage facilities, as well as for slope, on and through the property more particularly described and depicted in EXHIBIT B ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for and in consideration of the sum of Ten dollars (\$10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

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 (1) providing drainage and drainage facilities; (2) providing and maintaining a proper sight distance and line of sight; (3) providing lateral support for a public roadway, road shoulder and attendant road improvements and construction; and (4) providing a suitable slope or grade for the above-mentioned purposes consistent with the easement provided herein. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Easement Property and its facilities. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

11/19/98

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance. The operation and maintenance of the facilities within the Easement Property shall be the responsibility of the Grantee.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representative, 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 said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the 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.

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

GRANTOR(S): DON MILLER GREENHOUSE COMPANY

BY: Donald F. Miller

TITLE: PRESIDENT

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of November 1998, by Donald F. Miller as the President of Don Miller Greenhouse Company.

My commission expires: June 17, 2002
(S E A L) Carol E. Harris
Notary Public

GRANTEE:

TOWN OF PARKER
Gary Lasater
Gary Lasater, Mayor

ATTEST: Carol Baumgartner
Carol Baumgartner, Town Clerk

A Parcel of land located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the West Quarter corner of said Section 22; Thence North 89°35'43" East, along the North line of the Northwest Quarter of the Southwest Quarter of said Section 22, a distance of 55.00 feet, to the True Point of Beginning.

Thence North 01°17'32" West, a distance of 154.79 feet, to the Southerly line of the property recorded in Book 170 at Page 243, in the Douglas County Clerk and Recorder; Thence North 89°36'26" East, along said Southerly line, a distance of 45.01 feet; Thence South 01°17'32" East, a distance of 273.19 feet; Thence South 88°42'28" West, a distance of 47.39 feet; Thence North 00°08'31" West, a distance of 119.13 feet, to the True Point of Beginning.

Containing 0.286 acres (12,452 square feet), more or less.

Bearings are based on the North line of the Northwest Quarter of the Southwest Quarter of Section 22, being North 89°35'43" East.

DuWayne M. Phillips PLS # 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Ste. 101
Englewood, Co. 80111
(303) 741-6000

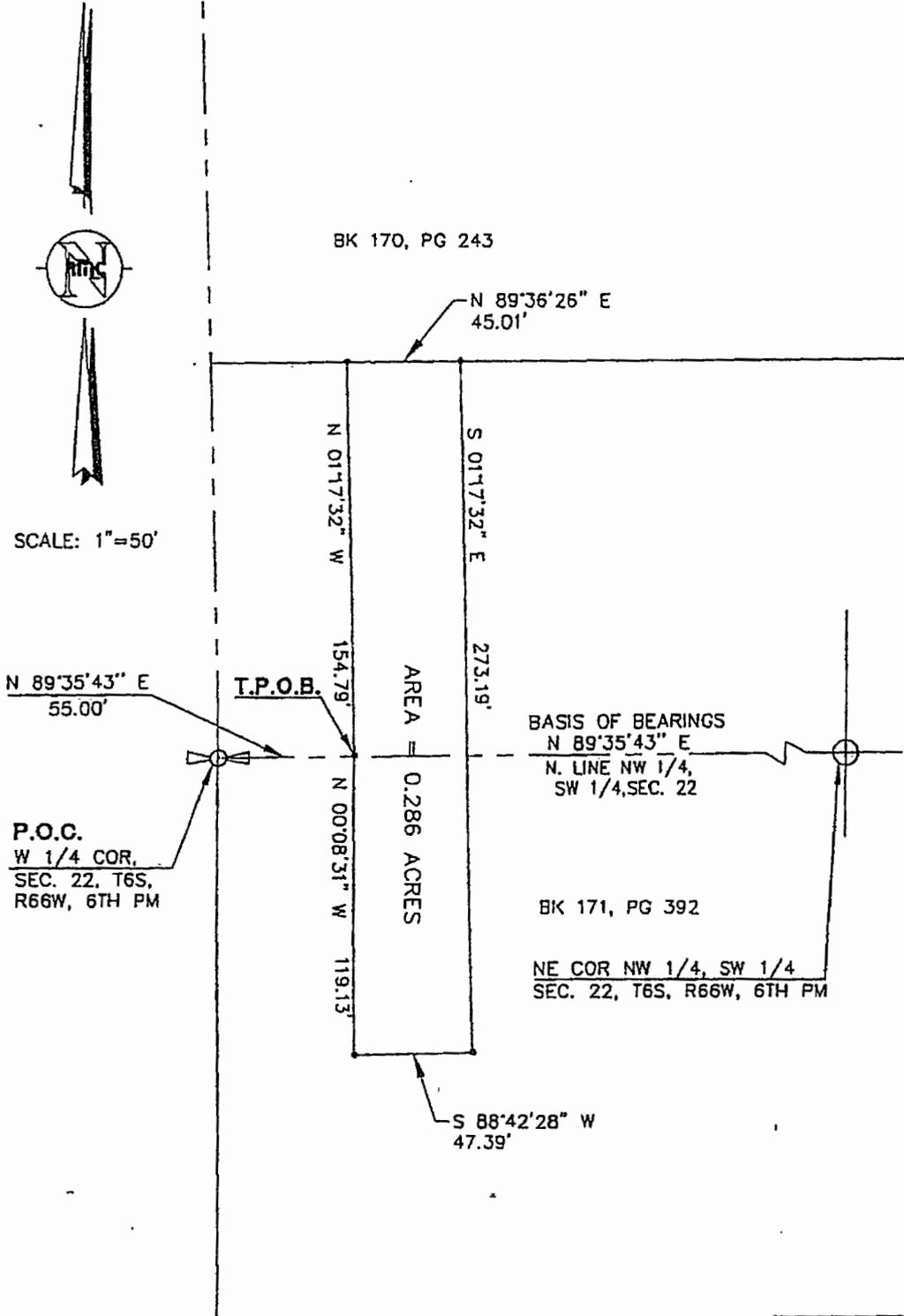
Date: _____

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P1256 - \$55.00 - D.F. EXEMPT - 4/ 11

Twenty Mile Road Slope Esmt D. Miller Greenhouse Co.
RMC Job No. 0300.019.05
Doc. No. C:\Project\Parker\20mileg\slope2.leg
December 2, 1997 VRI

EXHIBIT B. (2 of 8)

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1257 - \$55.00 - D.F. EXEMPT - 5/ 11



SCALE: 1"=50'

N 89°35'43" E
55.00'

P.O.C.
W 1/4 COR,
SEC. 22, T6S,
R66W, 6TH PM

T.P.O.B.

AREA = 0.286 ACRES

BASIS OF BEARINGS
N 89°35'43" E
N. LINE NW 1/4,
SW 1/4, SEC. 22

BK 171, PG 392

NE COR NW 1/4, SW 1/4
SEC. 22, T6S, R66W, 6TH PM

S 88°42'28" W
47.39'

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

ROCKY MOUNTAIN CONSULTANTS, INC.

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-8106

JOB NO. 0300.019.05SL2

DATE 12\01\97

REVISED



ENGINEERING THE
FUTURE

EXHIBIT B (3 of 8)

~~LEGAL DESCRIPTION~~

A parcel of land located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; Thence South $00^{\circ}11'02''$ East, along the West line of the Northeast Quarter of the Southwest Quarter of said Section 22, a distance of 172.94 feet, to the Southeast corner of the property recorded in Book 171 at Page 392, in the Office of the Douglas County Clerk and Recorder, said point also being the Northeast corner of the property recorded in Book 232 at Page 381, in the Office of the Douglas County Clerk and Recorder; Thence South $89^{\circ}35'43''$ West, along the Southerly line of the property recorded in said Book 171 at Page 392, a distance of 40.00 feet, to the True Point of Beginning.

Thence South $89^{\circ}35'43''$ West, a distance of 45.00 feet; Thence North $00^{\circ}11'02''$ West, tangent to the following curve, a distance of 116.26 feet; Thence along a curve to the left, having a central angle of $05^{\circ}27'34''$, a radius of 1,195.00 feet, an arc length of 113.87 feet, a chord bearing of North $02^{\circ}54'49''$ West and a chord distance of 113.83 feet, to a point on the Southwesterly line of the property recorded in Book 732 at Page 749, in the Office of the Douglas County Clerk and Recorder; Thence South $58^{\circ}05'59''$ East, along said Southwesterly line, non-tangent to the last and following described curves, a distance of 56.16 feet; Thence along a curve to the right, having a central angle of $03^{\circ}52'41''$, a radius of 1,240.00 feet, an arc length of 83.93 feet, a chord bearing of South $02^{\circ}07'23''$ East and a chord distance of 83.91 feet; Thence South $00^{\circ}11'02''$ East, tangent with the last described curve, 40.00 feet West of and parallel with the West line of the Northeast Quarter of the Southwest Quarter of said Section 22 a distance of 116.08 feet, to the True Point of Beginning.

Containing 0.222 acres (9,676 square feet), more or less.

Bearings are based on the North line of the Northeast Quarter of the Southwest Quarter of said Section 22, being North $89^{\circ}35'43''$ East.

DuWayne M. Phillips PLS # 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Ste. 101
Englewood, Co. 80111
(303) 741-6000

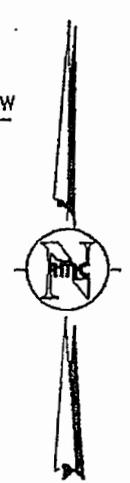
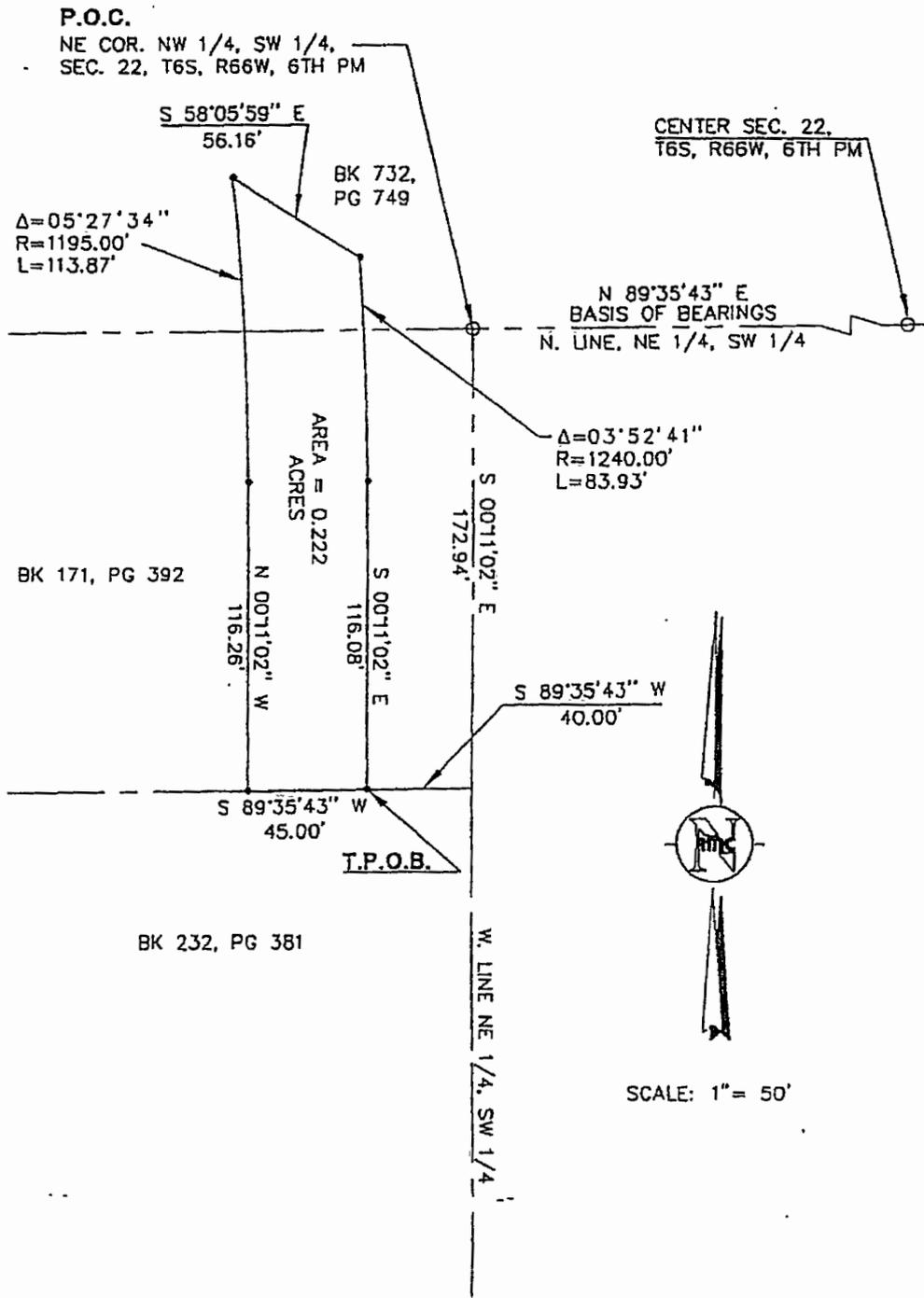
Date: _____

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P1258 - \$55.00 - D.F. EXEMPT - 6/ 11

Dransfeldt Slope Esmt D. Miller
RMC Job No. 0300.019.04
Doc. No. C:\Project\Parker\Dransfldt\Slope7.leg
December 1, 1997 VRI

EXHIBIT B (4 of 8)

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1259 - \$55.00 - D.F. EXEMPT 7/ 11



SCALE: 1" = 50'

THIS EXHIBIT DOES NOT REPRESENT
 A MONUMENTED SURVEY. IT IS ONLY
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 DESCRIPTION.

ROCKY MOUNTAIN CONSULTANTS, INC.

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

JOB NO. 0300.019.04#17

DATE 12/01/97

REVISED



ENGINEERING THE FUTURE

EXHIBIT B (5 of 8)

LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; Thence North 58°05'59" West, along the Northeast line of the property recorded in Book 171 at Page 392, in the Office of the Douglas County Clerk and Recorder, said line also being the Southwest line of the property recorded in Book 812 at Page 841, in the Office of the Douglas County Clerk and Recorder, a distance of 50.56 feet, to the True Point of Beginning.

Thence North 58°05'59" West, continuing along said Northeasterly line, a distance of 29.78 feet, to the Southerly line of the property recorded in Book 732 at Page 749, in the Office of the Douglas County Clerk and Recorder; Thence North 81°28'43" East, along last said Southerly line, non-tangent to the following curve, a distance of 24.03 feet; Thence along a curve to the right, having a central angle of 00°53'40", a radius of 1,240.00 feet, an arc length of 19.36 feet, a chord bearing of South 04°30'33" East and a chord distance of 19.36 feet, to the True Point of Beginning.

Containing 232 square feet, more or less.

Bearings are based on the North line of the Northeast Quarter of the Southwest Quarter of said Section 22, being North 89°35'43" East.

DuWayne M. Phillips PLS # 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Ste. 101
Englewood, Co. 80111
(303) 741-6000

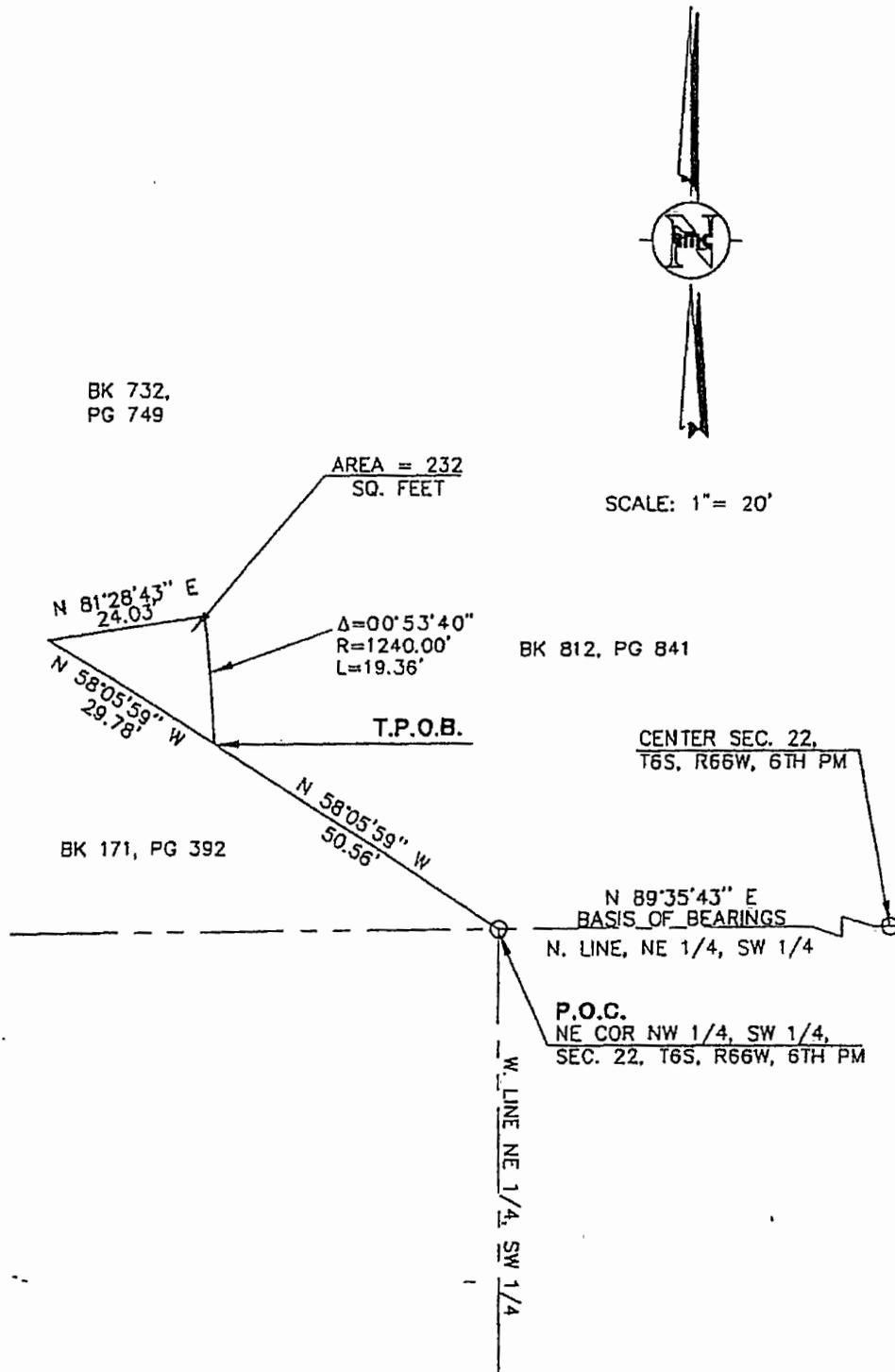
Date: _____

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P1260 - \$55.00 - D.F. EXEMPT - 8/ 11

Dransfeldt Slope Esmt Town of Parker
RMC Job No. 0300.019.04
Doc. No. C:\Project\Parker\Drans\ld\Slope8.leg
December 2, 1997 VRI

EXHIBIT B (6 of 8)

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1261 - \$55.00 - D.F. EXEMPT 9/ 11



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

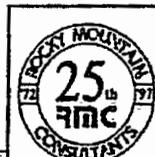
ROCKY MOUNTAIN CONSULTANTS, INC.

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

JOB NO. 0300.019.04SL8

DATE 12/02/97

REVISED



ENGINEERING THE FUTURE

LEGAL DESCRIPTION - EXHIBIT-B (7 of 8)

A parcel of land located in the West Half of Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado being more particularly described as follows:

Commencing at the Center of said Section 22, Thence, along the South line of the Northwest Quarter of said Section 22, South 89°35'43" West, a distance of 1410.10 feet to a point on a curve and the TRUE POINT OF BEGINNING.

Thence along the arc of said curve to the right through a central angle of 02°37'04" an arc distance of 54.60 feet, having a radius of 1195.00 feet and a chord bearing South 01°35'37" East, a distance of 54.59 feet; Thence North 56°53'57" West, a distance of 122.24 feet to a point on a curve; Thence along the arc of said curve to the left through a central angle of 05°58'37" an arc distance of 114.23 feet, having a radius of 1095.00 feet and a chord bearing North 06°47'42" West, a distance of 114.18 feet; Thence South 58°05'59" East, a distance of 129.72 feet to a point on a curve; Thence along the arc of said curve to the right through a central angle of 02°44'28" an arc distance of 57.17 feet, having a radius of 1195.00 feet and a chord bearing South 04°16'23" East, a distance of 57.16 feet to the TRUE POINT OF BEGINNING.

Containing 0.259 acres (11,284 square feet), or more or less.

Bearings are based on the South line of said Northwest Quarter of Section 22 being South 89°35'43" West.

DuWayne M. Phillips PLS#9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave., Ste. 101
Englewood, Co. 80111
(303) 741-6000

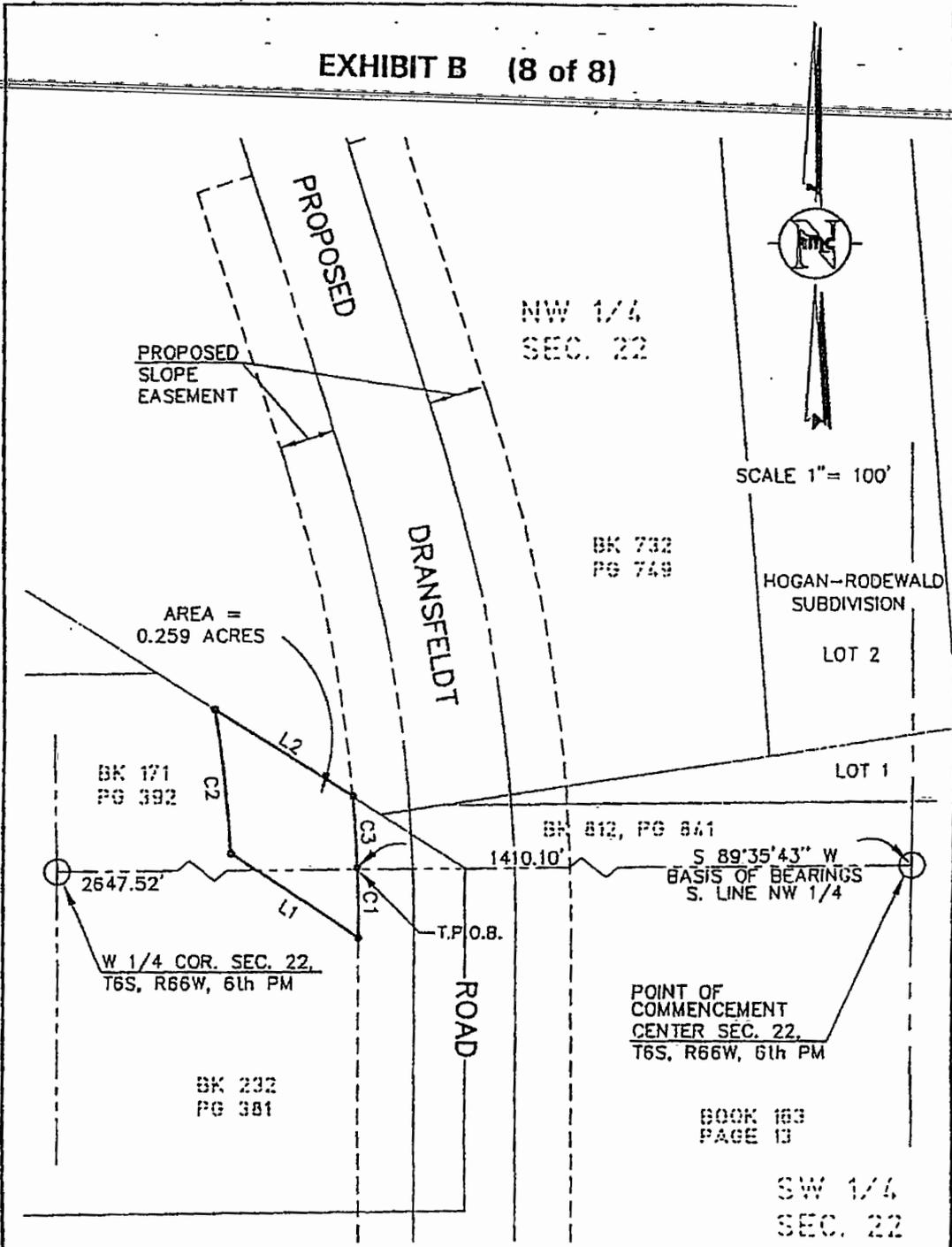
Date: _____

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P1262 - \$55.00 - D.F. EXEMPT - 10/ 11

DRANSFELDT ROAD
DRAINAGE ESMT. ON MILLER PROP.
RMC JOB NO. 0300.019.04
DOC. C:\Project\Parker\Dransfld\Drain7.leg
DEC. 02, 1997 JW

EXHIBIT B (8 of 8)

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1263 - \$55.00 - D.F. EXEMPT - 11/ 11



AREA =
0.259 ACRES

SCALE 1" = 100'

HOGAN-RODEWALD
SUBDIVISION

LOT 2

LOT 1

BK 171
PG 392

BK 732
PG 749

BK 812, PG 841

W 1/4 COR. SEC. 22,
T6S, R66W, 6th PM

S 89°35'43" W
BASIS OF BEARINGS
S. LINE NW 1/4

POINT OF
COMMENCEMENT
CENTER SEC. 22,
T6S, R66W, 6th PM

BK 232
PG 381

BOOK 183
PAGE 13

SW 1/4
SEC. 22

NUMBER	DIRECTION	DISTANCE
L1	N 56°53'57" W	122.24'
L2	S 58°05'59" E	129.72'

NUMBER	DELTA	RADIUS	LENGTH
C1	02°37'04"	1195.00'	54.60'
C2	05°58'37"	1095.00'	114.23'
C3	02°44'28"	1195.00'	57.17'

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

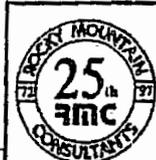
ROCKY MOUNTAIN CONSULTANTS, INC.

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6105

DRAIN7.LEG
JOB NO. 0300.019.04

DATE 12-02-97

REVISED



ENGINEERING THE
FUTURE



ITEM NO: 7D
DATE: 06/06/2016

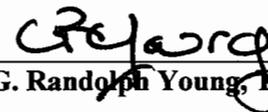
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.483 – A Bill for an Ordinance to Vacate a Slope Easement on Real Property Previously Owned by Donald F. Miller, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (06/20/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Town obtained a slope easement on this property in 1999 to accommodate the construction of Dransfeldt Road adjacent to the site. The property is currently proposed to be developed, and the improvements associated with the Site Plan will eliminate the need for this existing easement. The developer proposes to vacate the existing easement and dedicate new easements covering the proposed improvements.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

The Town of Parker owns a slope easement located on the property proposed to be developed as Watermark on Twenty Mile (the "Easement"). The Easement was dedicated via a Slope Easement Agreement that was entered into between Donald F. Miller, as the grantor and the Town of Parker, Colorado, as the grantee, and recorded on January 20, 1999 with the Douglas County Clerk and Recorder at Book 1658 Page 1283. This Easement was obtained to allow the construction of a roadway embankment for Dransfeldt Road.

This property is now proposed to be developed as apartment homes. The grading associated with the Site Plan levels the site for development, eliminating the roadway embankment slopes currently on the property. The improvements will eliminate the need for the existing easement. The applicant will be required to dedicate to the Town new easements covering any remaining

roadway embankment, preserving the Town's ability to protect roadway base stability through the site.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance.

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Slope Easement Agreement (4 pages)(Exhibit to the ordinance)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.483 on first reading and schedule second reading for June 20, 2016, as a part of the consent agenda."



ORDINANCE NO. 1.483, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A SLOPE EASEMENT ON REAL PROPERTY PREVIOUSLY OWNED BY DONALD F. MILLER, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted a slope easement, pursuant to a Slope Easement, dated December 7, 1998, by Donald F. Miller, and recorded on January 20, 1999, at Reception Number 99005911 of the Douglas County Clerk and Recorder's Office (the "Slope Easement");

WHEREAS, application has been made to vacate the Slope Easement that is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Vacation Request");

WHEREAS, the real property covered by the Slope Easement is no longer needed;

WHEREAS, the Vacation Request was heard by the Town Council; and

WHEREAS, the Town Council desires to approve the Vacation Request.

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

Section 1. The Town Council of the Town of Parker hereby vacates the Slope Easement described in **Exhibit A**.

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

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

Section 4. This Ordinance shall not become effective until the final plat for Watermark on Twenty Mile is recorded, at which time this Ordinance shall be published and shall become effective within ten (10) days of the publication date of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

SLOPE EASEMENT

DC99005911

THIS EASEMENT, Made this 7th day of December, 1998, between DONALD F. MILLER, GRANTOR, whose address is 5906 W. Parker Road, Parker, CO 80134 and TOWN OF PARKER, a Colorado Home Rule Municipality, GRANTEE, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80134.

THE GRANTOR, for and in consideration of the sum of Ten dollars (\$10.00), and other valuable consideration, in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit B)

Said easement is for the purpose of providing and maintaining (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

Grantor retains the right to use said property for any and all purposes which will not interfere with the Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or his successors, assigns and subsequent Grantees, will not use or improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Grantee. Such consent will not be unreasonably withheld provided that the sight distance and line of sight, lateral support, and proper drainage grade necessary for the roadway and its attendant facilities, as determined by the Grantee is maintained.

Grantor for himself, his successors and assigns, does covenant, grant, bargain and agree with the Grantee, its successors and assigns, that at the time of the signing and delivery of this easement, he is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above easement in the manner and form set forth above, and that

11/19/98

U:\USERS\PAR\CONDEMN\DRANS-20\MILLER\MILLER#2.EAS

HP
DF
EX

EXHIBIT B (1 of 2)

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; Thence South 00°11'02" East, along the West line of the Northeast Quarter of the Southwest Quarter of said Section 22, a distance of 172.94 feet, to the Southeast corner of the property recorded in Book 171 at Page 392, in the Office of the Douglas County Clerk and Recorder, said point also being the Northeast corner of the property recorded in Book 232 at Page 381, in the Office of the Douglas County Clerk and Recorder; Thence South 89°35'43" West, along the Southerly line of the property recorded in said Book 171 at Page 392, a distance of 40.00 feet, to the True Point of Beginning.

Thence South 00°11'02" East, leaving last said Southerly line, along a line 40.00 feet Westerly and parallel with said West line, a distance of 98.71 feet; Thence South 89°35'43" West, a distance of 45.00 feet; Thence North 00°11'02" West, a distance of 98.71 feet, to the Southerly line of the property recorded in said Book 171 at Page 392; Thence North 89°35'43" East, along last said Southerly line, a distance of 45.00 feet, to the True Point of Beginning.

Containing 0.102 acres (4,442 square feet), more or less.

Bearings are based on the North line of the Northeast Quarter of the Southwest Quarter of said Section 22, being North 89°35'43" East.

DuWayne M. Phillips PLS # 9329
For and on Behalf of
Rocky Mountain Consultants, Inc.
8301 E. Prentice Ave. Ste. 101
Englewood, Co. 80111
(303) 741-6000

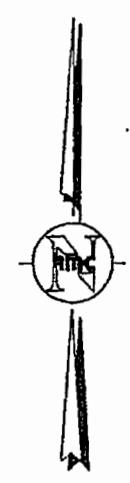
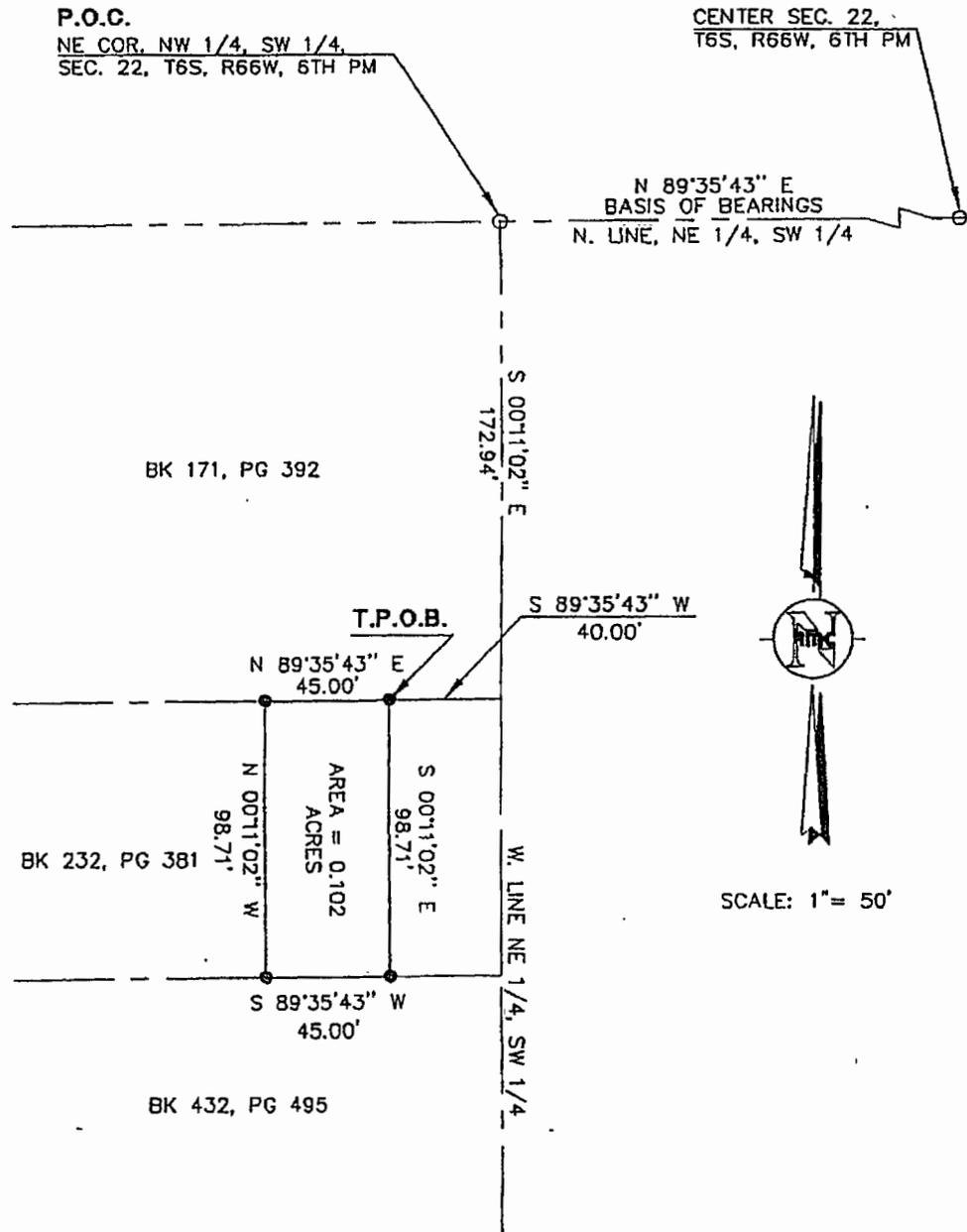
Date: _____

99005911 - 01/20/99 15:55 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1658 - P1285 - \$20.00 - D.F. EXEMPT - 3/ 4

Dransfeldt Slope Esmt D. Miller
RMC Job No. 0300.019.04
Doc. No. C:\Project\Parker\Dransfld\Slope6.leg
December 1, 1997 VRI

EXHIBIT B (2 of 2)

99005911 - 01/20/99 15:55 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1286 - \$20.00 - D.F. EXEMPT - 4/4



SCALE: 1" = 50'

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

ROCKY MOUNTAIN CONSULTANTS, INC.

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

JOB NO. 0300.019.04SL6 DATE 12/01/97 REVISED

ROCKY MOUNTAIN
25th
amc
CONSULTANTS
 ENGINEERING THE FUTURE



ITEM NO: 7E
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CHAMBERS HIGHPOINT

(1) ORDINANCE NO. 2.247 – First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Highpoint Property in Douglas County

(2) ORDINANCE NO. 3.323 – First Reading

A Bill for an Ordinance to Rezone Certain Property Within the Town of Parker, Colorado, Known as the Chambers Highpoint Property to PD-Planned Development Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

- PUBLIC HEARING ORDINANCE FOR 1ST READING (06/06/2016)
- CONTRACT ORDINANCE FOR 2ND READING (06/20/2016)
- MOTION RESOLUTION


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The property owner, Compark 190 LLC, seeks to annex a 44.4 acre parcel located at the southwest corner of Chambers Road and E-470. The applicant is also requesting a PD – Planned Development zoning for the site. If approved, they intend to develop the site for commercial, light industrial/office and multifamily residential uses with open space dedications.

PRIOR ACTION:

On April 18, 2016, Council adopted Resolution 16-035 which set the public hearing date for the Newlin Crossing annexation request to June 20, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The parcel under consideration for this annexation and zoning request is within the Town's Urban Growth Area boundary. It currently exists as an unplatted parcel in unincorporated Douglas County. The Town's Master Plan recommends this area as E-470 Corridor character area. A mixture of retail, commercial, office, light industrial and multifamily uses are recommended within this character area.

RECOMMENDATION:

Staff recommends Town Council approve both Ordinance 2.247 and 3.323 for first reading and set the Public Hearing date for second reading on June 20, 2016.

PREPARED/REVIEWED BY:

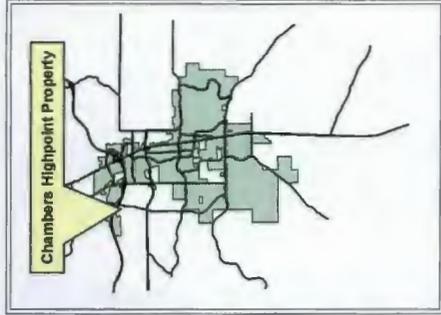
Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance 2.247
3. Ordinance 3.323

RECOMMENDED MOTION:

- (1) "I move to approve Ordinance No. 2.247 on first reading and schedule second reading for June 20, 2016, as a part of the consent agenda."
- (2) "I move to approve Ordinance No. 3.323 on first reading and schedule second reading for June 20, 2016, as part of the consent agenda."

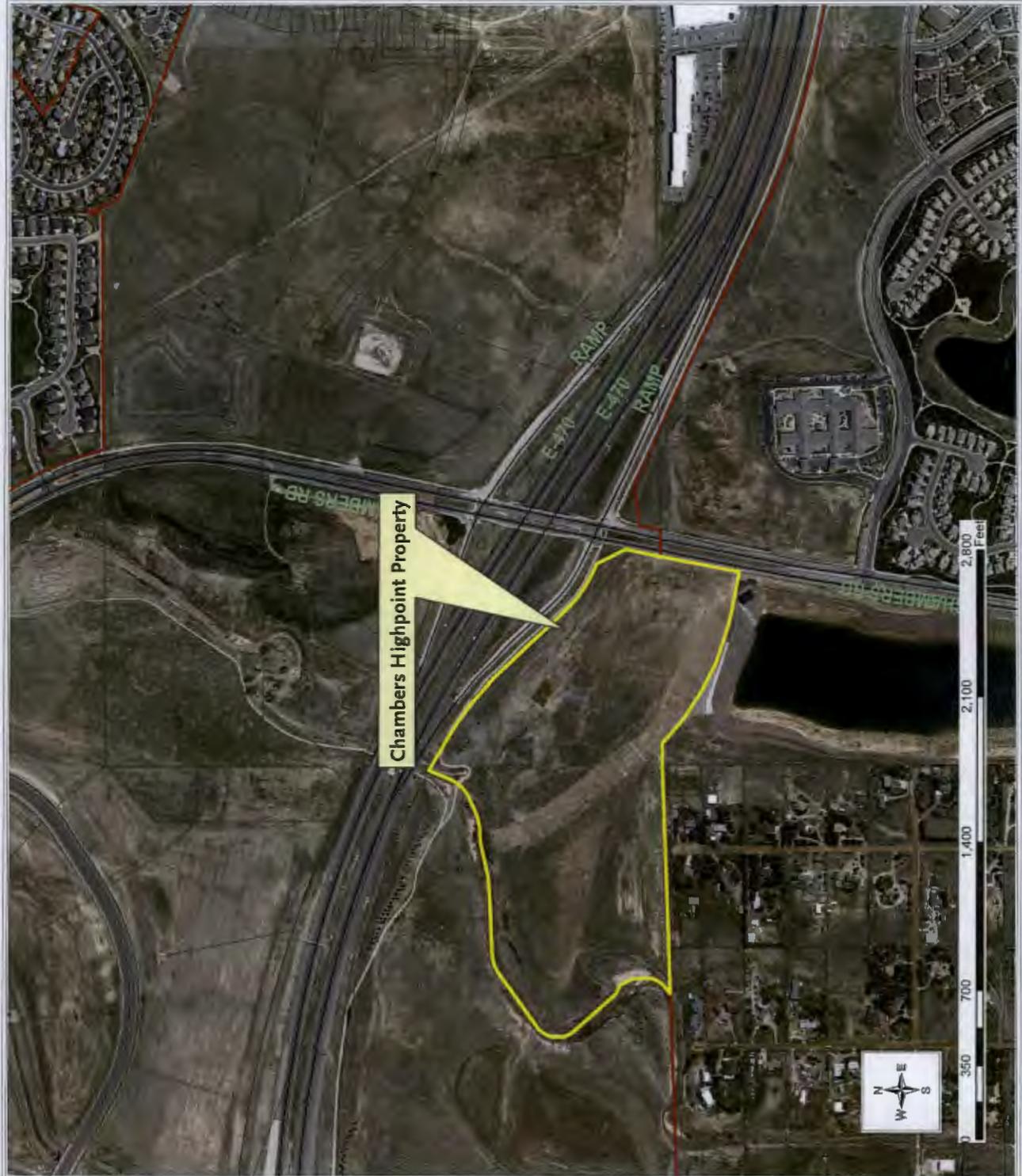


Legend

- Town Boundary
- Site
- Roads

Narrative:
Applicant seeks approval to annex 44.4 acres of land located at the SW corner of E-470 and Chambers Road, and zone this property PD -Planned Development.

Planner: Patrick Mulready
Hearing Schedules:
Planning Commission: June 9, 2016
Town Council: June 6, 2016 (First Reading) June 20, 2016 (Second Reading)



ORDINANCE NO. 2.247, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS HIGHPOINT PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the Property has petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the "Charter").

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. The Town Council hereby approves the annexation agreement that is attached hereto as **Exhibit B**, and incorporated by this reference.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 10. 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 11. This Annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;

20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;

21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

EXHIBIT B

CHAMBERS HIGHPOINT ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this 19 day of MAY, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Stonegate Village Metropolitan District (as to Paragraph 3 only), and Compark 190, LLC (hereinafter referred to as the "Property Owner").

RECITALS:

- A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, attached hereto and made a part hereof.
- B. The Property Owner desires to have the Property annexed to the Town.
- C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

COVENANTS:

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

- 1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.
 - a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2013) or this Annexation Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):
 - i. The Property Owner and the Town have mutually executed and delivered the Annexation Agreement.
 - ii. The District signs this Agreement.
 - iii. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of the Annexation Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Annexation Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2013) or this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Ordinance, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to the Town Council of the Town of Parker adopting Ordinance No. Ordinance No. 3._____, Series of 2016, zoning the Property PD-Planned Development (the "Development Plan"), contemporaneously with the approval of this Agreement.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Community Development Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval), except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner shall provide 7.2 acres of open space on the Property as described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Open Space"), which Open Space will be owned and maintained by a property owners' association approved by the Town (the "Association"). The Open Space that is located within or adjacent to the planning area described in the Development Plan that is being platted, shall be conveyed to the Association, at the time of such final plat. The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds and rodents on the Open Space Property prior to the conveyance to the Association.

6. Trail and Trail Connections. The Property Owner shall design and construct and cause to be maintained by the Association, trail connections throughout the Property connecting, in accordance with approved final subdivision plat(s), to existing trails within the Town. The Property Owner shall also design and construct, according to Town standards, the "Proposed Trails" described in **Exhibit B**, in accordance with approved subdivision plat(s). The Town shall be granted a trail easement for the "Proposed Trails" as described on **Exhibit B**, in the form that is approved by the Town in the exercise of its sole discretion. The Property Owner or the Association will maintain the "Proposed Trails" described in **Exhibit B**.

a. Chambers Road Sidewalks. The Property Owner shall design and construct a concrete sidewalk on the west side of Chambers Road from the existing E-470 trail to Belford Avenue (the "Chambers Road Sidewalk"), prior to any certificate of occupancy, temporary or otherwise, for any internal land use area on the Property. If any of these improvements have been completed by others prior to the first final plat on the Property, the Property Owner shall be responsible to reimburse one-hundred percent (100%) for the design and construction of these improvements as described herein.

7. Parks. The Property Owner shall develop park sites on the Property with a minimum collective acreage that is calculated based upon 0.0139 acres of developed parks for each multifamily residential dwelling unit constructed on the Property, which park sites shall be owned and maintained by the Compark South Owners' Association (the "Park Sites"). The parties hereto acknowledge and agree that the reference to "multifamily residential dwelling units" does not include institutional uses such as independent and assisted living facilities for senior citizens. The Park Sites shall be developed according to the standards contained in the Town's Parks and Open Space Master Plan and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended. The Property Owner shall construct each Park Site prior to the issuance of the first (1st) building permit for a final platted area (including a replat) of a planned residential area that contains or abuts a Park Site as described in the Development Plan. In the event that the Property Owner is not able to install or complete the landscaping improvements within any Park Site due to extreme weather conditions, as generally described in Section 13.10.180 of the Parker Municipal Code, the Property Owner may continue to obtain building permits for residential dwelling units after the deadline described herein; provided the Property Owner deposits with the Town one hundred and ten percent (110%) of the cost to install the remaining landscaping improvements, in the form of cash or letter of credit, to secure the Property Owner's obligation to install such landscaping improvements on or before the following June 1st.

8. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as the condition to annexation, requires a payment to the Town in the form of a “Deficit Reduction Fee” to off-set the impact to the Town's General Fund as the result of an annexation. The Town acknowledges and agrees that, if the Property is zoned in the manner described in Paragraph 4 of this Agreement, the financial impact to the Town will be fiscally neutral. The Town agrees not to impose a deficit reduction fee on the development of the Property, if the Property is zoned in the manner described in Paragraph 4 of this Agreement. The Property Owner acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in an increase in the number of residential units described in Paragraph 9 of this Agreement, based upon the method used by the Town for calculating the “Deficit Reduction Fee” at the time any change in zoning is initiated by the Property Owner, as described herein.

9. Limitation on Number of Units. The total number of residential units on the Property shall not exceed either 230 multi-family units

10. School Mitigation Plan. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the “School District”) a “School Mitigation Fee” in the amount of Two Hundred Forty-Four Dollars (\$244.00) for each residential unit constructed on the Property. The School Mitigation Fee shall be paid by the Property Owner to the School District for all lots in each final plat, concurrently with the recording of each final plat for the Property.

The Property Owner desires and has agreed to contribute cash-in-lieu of land dedication based on the District’s current student generation rates and land area analysis for .858 acres. The Property Owner desires and has agreed to contribute a cash-in-lieu fee based on the agreed upon land value of Eighty Thousand Dollars (\$80,000.00) per acre with an escalation of five percent (5%) per year as a fee in lieu for the school sites (the “In-Lieu Fee”) commencing on the date of this Agreement, which fees are for the benefit of the School District and its students. The In-Lieu Fee shall be paid by the Property Owner to the School District for all lots in each final plat, concurrently with the recording of each final plat for the Property, or concurrently with approval of any site plan for permitted residential units located within the mixed use planning area described in the Development Plan.

The parties hereto acknowledge and agree that the reference to “residential units” does not include institutional uses such as independent and assisted living facilities for senior citizens.

11. Construction of Roads. The Property Owner will design and construct the improvements described herein according to the Town-approved Traffic Study, the Town of Parker Roadway Design and Construction Criteria Manual, and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended.

a. Belford Avenue Improvements. Belford Avenue shall be designed and constructed as a full major collector roadway section (as depicted on **Exhibit C**, which is attached hereto and incorporated by this reference), at no cost to the Town, including any necessary structures, auxiliary, acceleration or deceleration lanes, and intersection improvements, in accordance with Town criteria and the Town-approved Traffic Study for

the Property. If any of these improvements have been completed by others prior to the first final plat on the Property, the Property Owner shall be responsible to reimburse one-hundred percent (100%) for the design and construction of these improvements as described herein.

i. South One-Half of Belford Avenue. The south half of Belford Avenue including curb, gutter, streetscape, drainage improvements, and a detached sidewalk on the south side of Belford Avenue, as determined by the Town, including any necessary intersection improvements, acceleration, deceleration and auxiliary lanes, as generally depicted in the Development Plan, and as determined by the Town, according to the Town of Parker Roadway Design and Construction Criteria Manual and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended prior to any building permit for any single-family residential unit or certificate of occupancy, temporary or otherwise, for any commercial or multi-family unit, on the Property south of Belford Avenue.

ii. North One-Half Belford Avenue. The north half of Belford Avenue including curb, gutter, streetscape, drainage improvements, and a detached sidewalk on the north side of Belford Avenue, as determined by the Town, including any necessary intersection improvements, acceleration, deceleration and auxiliary lanes, as generally depicted in the Development Plan, and as determined by the Town, according to the Town of Parker Roadway Design and Construction Criteria Manual and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended prior to any building permit for any single-family residential unit or certificate of occupancy, temporary or otherwise, for any commercial or multi-family unit, on the Property north of Belford Avenue.

iii. Chambers Road Intersection Improvements. The full-width intersection improvements for Belford Avenue, including all necessary auxiliary/turn lanes as generally depicted in the Development Plan, and as determined by the Town, according to the Town of Parker Roadway Design and Construction Criteria Manual, as amended, prior to any building permits for any single-family residential unit or certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit, for the Property, collectively, have been issued.

b. Belford Avenue Bridge over Happy Canyon Creek. The north one-half bridge over Happy Canyon Creek shall be designed and constructed by the Property Owner according to the Town of Parker Roadway Design and Construction Criteria Manual, as amended, prior to any building permit for any single-family residential unit or certificate of occupancy, temporary or otherwise, for any commercial or multi-family unit, on the Property north of Belford Avenue.

c. Belford Avenue Median and Median Landscaping Improvements for the Property. The median and median landscape improvements for the Property, to the extent they can be constructed, given the turning lanes for the uses, which include the segments or portions thereof described herein, shall be designed and constructed by the Property Owner

according to the Town of Parker Roadway Design and Construction Criteria Manual and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended, subject to Town approval. The median and median landscape improvements shall be designed prior to the recordation of the first final plat (including any replat) for the Property (the "Belford Avenue Median Improvements"). The Property Owner shall pay to the Town fifty percent (50%) of the actual cost to construct the Belford Avenue Median Improvements as determined by the Town prior to the recordation of the first final plat for the Property. The Town shall retain the amounts paid by the Property Owner, as described above, until such time as the Property Owner enters into a subdivision agreement with the Town to complete the full-width Major Collector Roadway section for the Roadway improvements and the Belford Avenue Median Improvements located on the Property, and provides the required financial guarantee for the same. Upon the recordation of the final plat and related subdivision agreement and the provision of the required financial guarantee described above, the Town will release to the Property Owner, the amounts paid to the Town for the Belford Avenue Median Improvements.

d. Chambers Road Improvements. All roadway improvements to Chambers Road shall be constructed, at no cost to the Town, in accordance with Town and/or County Standards as determined by the Town at the time of final design and the Town-approved Traffic Study for the Property ("Chambers Road Improvements"). If any of these improvements have not been completed by others prior to the first final plat on the Property, the Property Owner shall be responsible for the design and construction of these improvements as described herein. In the event that the Property Owner designs and constructs the Chambers Road Improvements, the Town will require, in accordance with the Compark Village South Annexation agreement, that the owner of such property reimburse the Property Owner for fifty percent (50%) of the Property Owner's cost to design and construct Chambers Road improvements listed below; however, it remains the Property Owner's responsibility to obtain all necessary agreements, rights-of-way, and easements from the owner of the Compark Village South Property. Alternatively, if any of these improvements have been completed by others prior to the first final plat on the Property, the Property Owner shall be responsible to reimburse fifty percent (50%) for the design and construction of these improvements as described herein.

i. Chambers Road Deceleration Lane. A full deceleration lane on southbound Chambers Road between E-470 and Belford Avenue, prior to any building permits for any single-family residential unit or certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit, for the Property, collectively, have been issued.

ii. Chambers Road Left Turn Lane(s). A left turn lane on northbound Chambers Road at Belford Avenue, as determined by the Town-approved Traffic Study for the property, prior to any building permits for any single-family residential unit or certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit, for the Property, collectively, have been issued.

12. Traffic Signals. The traffic signals and other traffic control improvements will be designed and constructed in accordance with Town standards, except as otherwise provided in this Paragraph, and the approved traffic studies for the Property.

a. Chambers Road and Belford Avenue Intersection Signal. The Property Owner will be responsible for fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and Belford Avenue, which amount, shall be reasonably determined by the Town, shall be paid to the Town prior to the first final plat for the Property. This traffic signal shall be designed and constructed in accordance with the Town and/or County Standards as determined by the Town at the time of design. If these improvements have not been completed by others prior to the first final plat for the Property, the Property Owner shall be responsible for one hundred percent (100%) of the cost of design and construction of this signal prior to any building permits for any single-family residential unit or certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit, for the Property, have been issued. In the event that the Property Owner designs and constructs the traffic signal, the Town will require, in accordance with the Compark Village South Annexation agreement, that the owner of such property reimburse the Property Owner for fifty percent (50%) of the Property Owner's cost to design and construct the required traffic signal at the intersection of Chambers Road and Belford Avenue; however, it remains the Property Owner's responsibility to obtain all necessary agreements, rights-of-way, and easements from the owner of the Chambers Highpoint Property.

b. Belford Avenue Access Signals. The Property Owner will be responsible for one hundred percent (100%) of the cost to design and construct any traffic signals at intersections of Belford Avenue within the Property, as determined by the Town-approved traffic impact study. Each traffic signal for Belford Avenue shall be designed and constructed as part of the associated plat for the Property, which requires the signal, as determined by the Town.

13. Major Drainageway Improvements. The Property Owner shall design and construct all of the regional drainage improvements on the Property in accordance with the Urban Drainage and Flood Control District Criteria ("UDFCD"), as amended. All eligible drainage improvements must be designed, constructed and accepted into the UDFCD's maintenance eligibility program.

a. Happy Canyon Creek. The Property Owner will be responsible for fifty percent (50%) of the cost to design and construct the grade control and bank stabilization improvements to Happy Canyon Creek on the Property, as described in the UDFCD Major Drainageway Plan ("MDP") for Happy Canyon Creek, as amended, which amount, as determined by the Town, shall be paid to the Town prior to the recordation of the first final plat on the Property. If these improvements have not already been completed by others prior to the first final plat on this Property, the Property Owner shall be responsible for one hundred percent (100%) of the cost to design and construct these improvements prior to the release of the first building permit for any single-family residential unit or certificate of occupancy, temporary or otherwise, for any commercial or multi-family unit, for the Property. In the event that the Property Owner designs and constructs the improvements to Happy Canyon Creek, the Town will require, in accordance with the Compark Village South

Annexation agreement, that the owner of such property reimburse the Property Owner for fifty percent (50%) of the Property Owner's cost to design and construct the grade control and bank stabilization improvements to Happy Canyon Creek, at the time of the first final plat for the Property; however, it remains the Property Owner's responsibility to obtain all necessary agreements, rights-of-way, and easements from the owner of the Compark Village South Property.

14. Land Dedication. The Property Owner shall either dedicate by plat (including replat) or convey to the Town and/or Douglas County, as may be applicable, by separate instrument approved by the Town and/or Douglas County, as may be applicable, any slope, drainage and construction easements, as determined by the Town and/or Douglas County, as may be applicable, for Chambers Road, Belford Avenue and Happy Canyon Creek.

a. Belford Avenue. The Property Owner shall dedicate to the Town any land necessary to construct a full major collector road, including all necessary auxiliary lanes as described in the Town approved traffic study, as part of the first final plat of the Property, or upon thirty (30) days written notice of the Town to the Property Owner, whichever occurs first.

b. Chambers Road. The Property Owner shall dedicate to the Town and/or Douglas County any land necessary to accommodate a six (6) lane principal arterial roadway, as determined by the Town and/or Douglas County, including all necessary auxiliary lanes as described in the Town approved traffic study, as part of the first final plat of the Property.

c. Happy Canyon Creek. The Property Owner shall dedicate to the Town any land necessary to construct the Major Drainageway Improvements, as described in Paragraph 13 of this Agreement, as part of the first final plat of the Property, or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first.

15. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause a homeowners' association and/or business owners' association to be created at the time of the first final plat (including replat) or the issuance of the first building permit for the Property, whichever occurs first, for the purpose of maintaining those areas described in this Agreement which are to be owned and maintained by the homeowners' association and/or business owners' association.

16. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town, adoption of an ordinance zoning the Property PD-Planned Development as provided in Paragraph 4.a. of the Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in Paragraph 4.a. If the Town fails to adopt the ordinance

described in Paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

17. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

18. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

19. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

20. Special Districts. The Town will allow the formation of special district(s) on the Property to finance the construction of public improvements, subject to Chapter 10.11 of the Parker Municipal Code, as amended.

21. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

22. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

23. Recordation of Agreement. When the annexation ordinance and zoning ordinance as described in this Agreement have been adopted by the Town, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be

28. Recitals. The recitals to this Agreement are incorporated herein by this reference.

29. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

PROPERTY OWNER: COMPARK 190, LLC

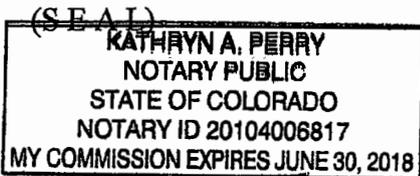
By: _____
Emilio Alba, Principal

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of May, 2016, by Emilio Alba, as Principal of Compark 190, LLC.

My commission expires: 6/30/18

Kathryn A. Perry
Notary Public



**STONEGATE VILLAGE
METROPOLITAN DISTRICT (AS TO
PARAGRAPHS 3)**

By: _____
_____, District Manager

ATTEST:

_____ [name/title]

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY OWNED BY PROPERTY OWNER

EXHIBIT B OPEN SPACE PROPERTY AND TRAIL CONNECTIONS

EXHIBIT C DEPICTION OF BELFORD AVENUE

CHAMBERS HIGHPOINT LEGAL DESCRIPTION**EXHIBIT A**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;

- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF $43^{\circ}58'01''$, A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH $21^{\circ}56'15''$ EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

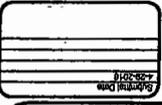
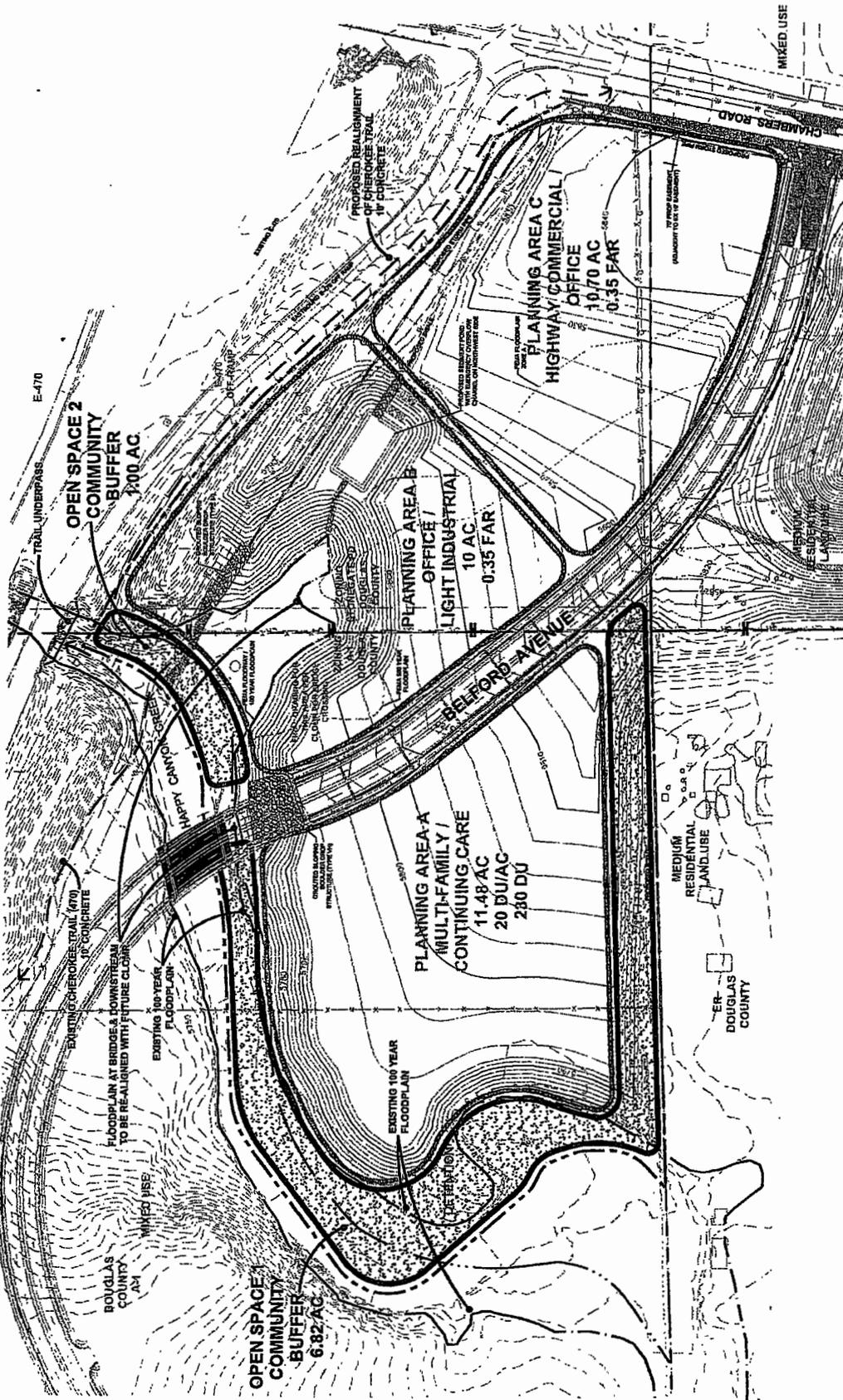
- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF $01^{\circ}35'22''$, A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH $60^{\circ}45'18''$ EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF $02^{\circ}12'42''$, A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF $15^{\circ}07'33''$, A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH $42^{\circ}41'51''$ EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF $22^{\circ}05'50''$, A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH $64^{\circ}47'39''$ EAST, 41.05 FEET;
- 7) SOUTH $26^{\circ}12'04''$ EAST, 155.34 FEET;
- 8) SOUTH $10^{\circ}56'39''$ WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF $02^{\circ}52'51''$, A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH $89^{\circ}09'25''$ WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH $10^{\circ}56'08''$ WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH $79^{\circ}03'15''$ WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF $32^{\circ}59'23''$, A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH $62^{\circ}32'28''$ WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH $89^{\circ}09'25''$ WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

CHAMBERS HIGHPPOINT
Exhibit B
Open Space and Trail Connections



TTTG
TMAD TAYLOR & GAINES

THE HENRY DESIGN GROUP
10000 W. 14TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303-441-2100 FAX: 303-441-4949

CHAMBERS HIGHPPOINT
TRAILS AND OPEN SPACE PLAN
EXHIBIT B

Sheet
1
1 of 1



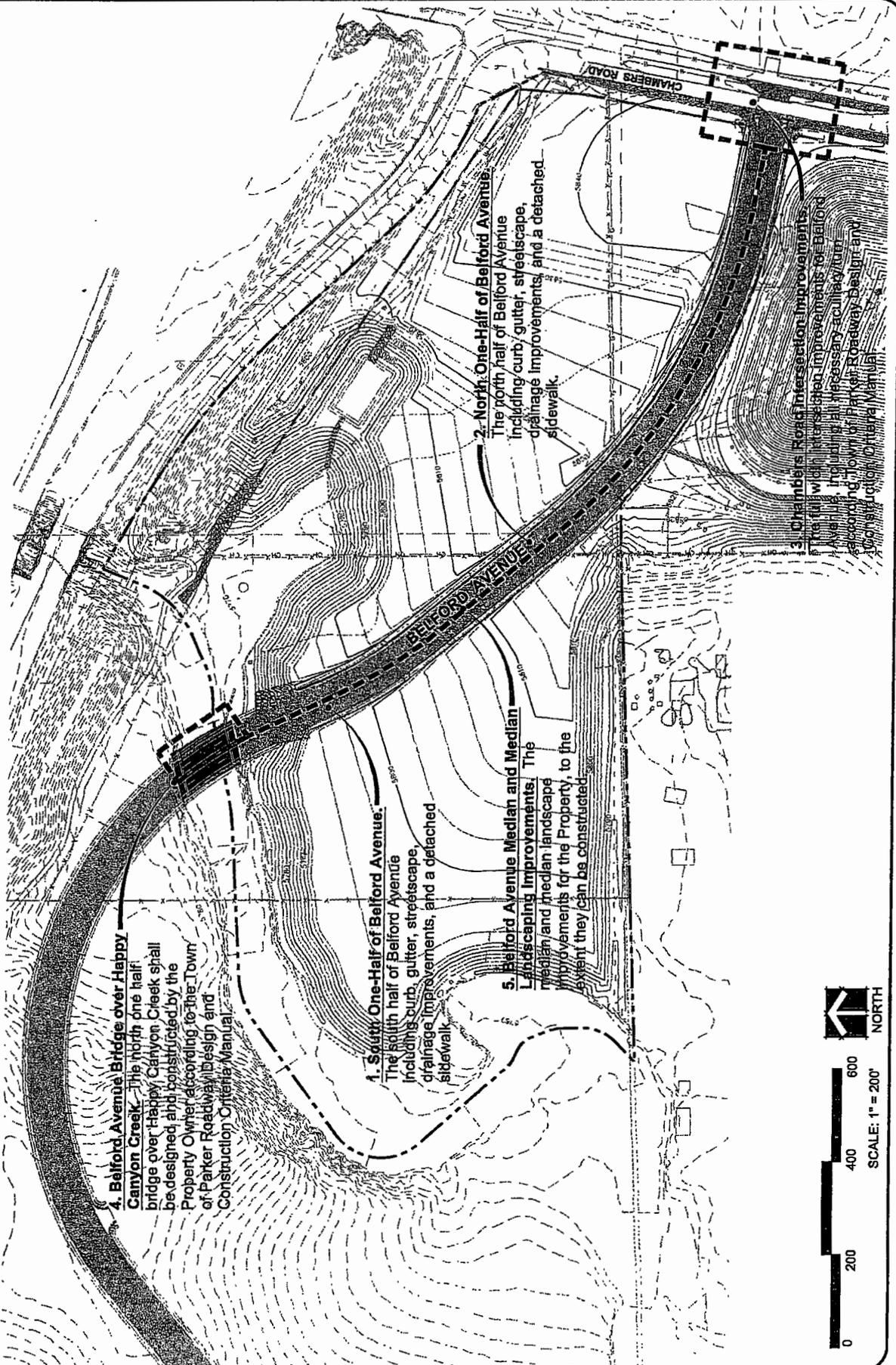
TTG
TAYLOR & GAINES

THE KERRY DESIGN GROUP
LANDSCAPE ARCHITECTURE
PLANNING AND CIVIL ENGINEERING
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303-733-4444

CHAMBERS HIGHPOINT
PHASING OF ROAD IMPROVEMENTS
EXHIBIT C

Sheet
1
1 of 1

CHAMBERS HIGHPOINT
Exhibit C
Phasing of Road Improvements



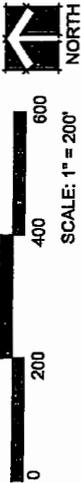
4. Belford Avenue Bridge over Happy Canyon Creek. This north one half bridge over Happy Canyon Creek shall be designed and constructed by the Property Owner, according to the Town of Parker Roadway Design and Construction Criteria Manual.

1. South One-Half of Belford Avenue. The south half of Belford Avenue including curb, gutter, streetscape, drainage improvements, and a detached sidewalk.

5. Belford Avenue Median and Median Landscaping Improvements. The median and median landscape improvements for the Property, to the extent they can be constructed.

2. North One-Half of Belford Avenue. The north half of Belford Avenue including curb, gutter, streetscape, drainage improvements, and a detached sidewalk.

3. Chambers Road Intersection Improvements. This full width intersection improvements for Belford Avenue including all necessary scullery/tum according to Town of Parker Roadway Design and Construction Criteria Manual.



ORDINANCE NO. 3.323, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE CHAMBERS HIGHPOINT PROPERTY TO PD-PLANNED DEVELOPMENT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made to rezone certain property described in attached **Exhibit A** within the Town of Parker, Colorado (the "Property"), as PD-Planned Development pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance for rezoning the Property to PD-Planned Development have been satisfied.

Section 2. The Property is hereby rezoned as provided in the Chambers Highpoint Development Guide and Plan (the "Development Plan"), which is attached hereto as **Exhibit B** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Plan.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;

20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;

21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;

2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;

3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;

4) SOUTH 42°41'51"EAST, 301.32 FEET;

5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;

6) SOUTH 64°47'39"EAST, 41.05 FEET;

7) SOUTH 26°12'04"EAST, 155.34 FEET;

8) SOUTH 10°56'39"WEST, 70.79 FEET;

9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

1) NORTH 79°03'15"WEST, 191.23 FEET;

2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

EXHIBIT B

CHAMBERS HIGHPOINT

Planned Development
Town of Parker, Colorado
October 12, 2015

Prepared for:

Compark 190, LLC.
c/o Al E.S. Alba
4600 S Ulster #1400
Denver, CO 80237

Prepared by:

Henry Design Group, Inc.
c/o Karen Henry
1501 Wazee Street
Suite 1-C
Denver, CO 80202

INTRODUCTION AND GENERAL CONDITIONS

A. Intent

Chambers Highpoint Planned Development will support the long term goals of Parker by creating new primary and secondary jobs and offer new multi-family homes for the residents of Parker. Chambers Highpoint will serve as a significant regional economic driver by increasing both the ad-valorem tax and sales tax base to the E-470 Town Urban Corridor. Its planned uses will be consistent with the vision of the Town's Master Plan, while providing a plethora of services which will compliment the existing and proposed medical and health care based uses in the immediate area. Heightened sensitivity to both the adjacent residential neighbors as well as the natural character of the floodplains, vegetation, and wildlife habitat will be ensured through the Chambers Highpoint PD development standards. The development guide also provides provisions to promote a pedestrian friendly environment with walkable connections among the commercial uses, the surrounding neighborhood with connections to the existing Cherokee Trail.

These Development Guidelines establish standards to ensure a comprehensive approach to the development, overall enhancement of the property, and a general improvement to the lifestyle of Parker residents. These standards will help to guide the development in an orderly manner supporting the goals of the Town's Master Plan and enhancing its overall tax base.

B. Statement of Purpose

The purpose of this Development Plan and Development Guide is to establish standards for the development and improvement of the property. The standards contained in this Development Guide are intended to carry out the goals of this planned community.

C. Application

These standards shall apply to all property obtained within the Carousel Farms PD as shown on the Development Plan and this Development Guide. These zoning regulations and requirements shall become the governing standards for review, approval and modification of all uses occurring on the site.

Provisions of this guide shall prevail and govern the use of the site; however, this guide only supersedes the specific zoning category, not the Parker Municipal Code, as amended. The zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject or where there is a conflict in which case the Parker Municipal Code prevails.

AUTHORITY

- A. Authority**
The authority of this Development Guide is Section 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.
- B. Adoption**
Reference Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended.
- C. Relationship of Town Regulations**
The provisions of this Development Guide shall prevail and govern development of Carousel Farms PD to the extent provided by Chapter 13.04.150 (PD-Planned Development) of the Parker Municipal Code, as amended, except where the provisions of the Development Guide do not clearly address a specific subject, or are silent. In such a case the provisions of the Parker Municipal Code, or any other codes or regulations of the Town of Parker shall prevail, when applicable.
- D. Enforcement**
The provisions of the Development Guide relating to the use for land shall run in favor of the Town or Parker and shall be enforceable, at law or in equity, by the Town of Parker. All Provisions of this Development Guide shall run in favor of the residents, occupants or owners of the land on which the Carousel Farms PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the Parker Municipal Code and Charter, as amended, and where applicable, State law.
- E. Additions**
The addition of appropriately zoned land to the Carousel Farms PD shall be considered a zoning amendment and shall be subject to the procedures and requirements contained in Sec. 13.04.240 of the Parker Municipal Code, as amended.

CONTROL PROVISIONS

- A. Control Over Use**
After adoption of this Development Guide by Town Council:

 - 1. Any new building or other structure, and any parcel of land may be used as provided for in this Development Guide;
 - 2. The use of any existing building, other structure, or parcel of land may be changed or extended as provided for in this Development Guide; and

CHAMBERS HIGHPOINT PD

3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated for any purpose permitted or required by the provisions of this Development Guide.

B. Control Over Location and Bulk

After adoption of this Development Guide by the Town Council, the location and bulk of all buildings and other structures built after the effective date of the Development Guide shall be in conformance with:

1. All applicable standards contained within the Development Plan and Guide; and
2. Any other applicable standards of the Parker Municipal Code, as amended and where such standards are not specifically addressed in, or are in conflict with the Development Guide.

C. Incorporation of the Development Plan

The plan for development of Carousel Farms including the type, location and boundaries of land use area as shown on the Carousel Farms PD Development Plan, which is attached as Exhibit A and is hereby incorporated by reference into this Development Guide

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standard and requirements for development which may occur in the Carousel Farms PD.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within Chambers Highpoint Planned Development are shown on the Development Plan. Changes in the boundaries and area of Planning Areas shall be permitted as follows:

The size of any Planning Area may increase or decrease after final determination of internal street alignments, arterial street alignments, 100-year floodplain boundary, open space and buffer zone areas. Amendments to planning areas shall be subject to Section 13.03.030 of the Town of Parker Municipal Code, as amended.

DEFINITIONS

All terms not defined in these Guidelines shall have the meanings as assigned to them in the Town of Parker Municipal Code, as amended. To the extent that a term is defined in both these Guidelines and the Town of Parker Land Development Ordinance, as amended, the definitions contained in these Guidelines shall control.

1. Continuing Care Facility:

Continuing Care Neighborhood means a mix of residential (any type), assisted living, congregate care, group home and/or nursing home facilities designed to provide progressively increasing levels of care to residents as their needs for such care increase.

A. Group Home means a structure which provides residential, non-institutional housing for a group of six or more unrelated individuals or related and unrelated individuals, where physical assistance and/or other supportive services are provided by professional support persons at least one of whom lives in the residence.

B. Assisted Living Facilities means a residential facility, that makes available to three or more adults not related to the owner of such facility, either directly or indirectly through an agreement with the resident, room and board and at least the following services: Personal services; protective oversight; social care due to impaired capacity to live independently; and regular supervision that is available on a twenty-four-hour basis, but not to the extent that regular twenty-four-hour medical or nursing care is required.

C. Congregate Care means a shared residential living environment for six or more people which integrate shelter and service needs of people who are over the age of 60 and who are in good health and can maintain a semi-independent lifestyle. Residents do not require constant supervision or intensive health care as provided by an assisted living facility or nursing home. Congregate care facilities are designed so that some living or dining areas are shared among residents or available to be shared among residents who also have private facilities for their own use (e.g., common dining facility, common living areas, common kitchens)

2. Motor Vehicle Repair Garage:

An establishment engaged in performing major repairs to and the servicing of automobiles. Such work excludes commercial wrecking, dismantling, junkyard, and truck-tractor repair. Major repair may include engine overhaul or replacement, upholstery work, glass replacement, transmission overhaul, brake repair with drum and disc grinding, replacement of electrical accessories such as starters and alternators, and frame alignment. Auto body, rebuilding of wrecked automobiles and paint shop are not included. The outdoor storage of damaged vehicles or vehicles in an obvious state of disrepair is not permitted.

2. Parking, Off Street:

A portion of land, other than a street, used for the parking of motor vehicles and available for either private or general public use, either free or for remuneration.

3. Planning Area:

An area of land within the Planned Development defined by acreage, use, density, etc., and whose boundaries are defined to the edge of right-of-way of arterials or collectors or to the centerline where two Planning Areas are adjacent to each other.

4. Plaza:

An open area at ground level typically accessible to the public at all times, and which is unobstructed from its lowest level to the sky. Any portion of a plaza occupied by landscaping, statuary pools and open recreation facilities shall be considered to be a part of the plaza for the purposes of computing a floor area premium and park and open space credit.

5. Professional or Personal Services:

A service establishment including, but not necessarily limited to, barber shop, beauty shop, medical clinic, day spa, dry cleaner, bank, copy center, health club and other similar services with or without a drive up window.

6. Neighborhood Recreation Facility- Indoor/Outdoor:

Recreation facilities including public or private clubs that may be open to its membership, either public or private or associated with a multi-family neighborhood. Recreational activities may include but are not limited to tennis courts, swimming pools, skateboard parks, golf/driving range, soccer & ball fields, skating rinks, sport courts, picnic facilities, jogging trails and similar facilities.

7. Single Family Attached Homes/Townhomes:

Single-Family Attached means: Two or more dwelling units on a common lot that are designed so that individual units have individual ground-floor access and are separated from each other by unpierced common walls from foundation to roof (e.g., side-by-side duplexes and all types of attached units or townhomes

Townhome means an individual dwelling unit situated on one (1) lot but attached to one (1) or more similar dwelling units by a common wall or party wall. Where such a unit is attached to another, the property line shall be the center of the common wall or party wall. The owner of a townhome unit may have an undivided interest in common areas and elements appurtenant to such units.

8. Storage:

The deposition of all kinds of merchandise in any structure, gratuitous or otherwise, shall be called storage all such storage shall be completely enclosed within a building.

9. Town of Parker Municipal Code:

The Municipal Code as amended by the Town of Parker, Town Council.

CHAMBERS HIGHPOINT PD

10. Warehouse:

A structure or part of a structure or structures that is used for storing goods, merchandise, and other property, whether for the owner or for others, and whether the same being public or private warehouse.

11. Warehouse Trade:

An establishment primarily engaged in selling durable and nondurable goods, typified by but not necessarily limited to, membership buying clubs.

12. Wholesale Business/General Merchandising:

Wholesale business/General merchandising is the fabrication, processing, or assembly of products and the wholesale, mail order sale, or storage of any commodity, retail sale, rental, repair, servicing and warehousing of any commodity.

DEVELOPMENT AREAS

PLANNING AREA A MULTI-FAMILY / CONTINUING CARE

A. Intent

Planning Areas A provides the opportunity to offer flexible land planning and site development while being sensitive to adjacent Happy Canyon Creek and existing residential uses. The Planning Areas may be developed with primarily residential uses with some supporting institutional/non-residential uses such as continuing care and private recreational facilities.

B. Development Program

The design intent for this planning area is to create a residential neighborhood with a strong pedestrian environment. Sidewalks and trails will connect to the regional trail system along E-470 and Happy Canyon Creek. The Development Standards are intended create a compatible and complementary mixed use development with the other Planning Areas within the Chambers Highpoint PD.

C. Land Uses Permitted By Right

The permitted uses include the following and other uses that are similar and compatible with the intent of this section as determined by the Community Development Director

- Agricultural uses such as farming and the grazing of livestock are permitted until a site plan or the first final plat is approved
- Multiple family dwellings
- Single family attached dwellings including duplexes
- Dormitories
- Parks, plazas and playgrounds
- Private neighborhood recreational facilities

CHAMBERS HIGHPOINT PD

- Continuing care including, nursing homes, convalescent homes, congregate care, assisted living, memory care, respite care home, group homes and like facilities continuing care facilities uses shall not count against the residential density limits.

D. Accessory Use

Non-residential Land Uses in Support of Multi-family Residential

First-floor non-residential uses with upper floor residential uses are permitted and encouraged but not required. Non-residential uses may include retail products and services including small shops, convenience services and goods, coffee/tea shops, personal care shops, and like services and goods. The intent is to allow ancillary non-residential uses which provide goods and services to the residential community. Such uses may not exceed 10% of the total square footage of the structure

E. Development Standards

1. Maximum Building Height: 40 feet
2. Maximum Density: 20 DU/Ac
3. Building Setbacks:
 - Belford Avenue: 15 feet
 - Local streets: 12 feet
 - Private drives/parking: 10 feet
 - Attached garages: 0 feet
4. Common property line with Grandview Estates:
 - Buildings: 100 feet
 - Parking: 50 feet
 - Building Separation (regardless of lot lines):
 - Front to front: 30 feet
 - Font to side: 20 feet
 - Side to side: 10 feet (0'feet if attached)
 - Rear to rear: 20 feet
 - Rear to side: 15 feet

PLANNING AREA B - OFFICE / LIGHT INDUSTRIAL

A. Intent

Planning Area B will allow for development that supports the retail, office and commercial business character of the Chambers Highpoint PD. This Planning Area is intended to both maximize exposure to E-470, Chambers Road, and Belford Avenue.

B. Development Program

The development program is to attract higher end users that will build upon and support the regional destination character started with the American Furniture sales center, the medical facilities north of Compark Boulevard, and the new Life Care Center on the east side of

CHAMBERS HIGHPOINT PD

Chambers Road. Site planning in Planning Area B will orient primary architectural facades towards E-470, Chambers Road and Belford Avenue. 360 degree architecture should present equally attractive detailing toward the north and south. Special attention to site planning will ensure sensitivity and compatibility with existing and proposed residential uses. Truck loading and service areas shall be oriented and screened to interrupt visibility from E-470 and Belford Avenue. Site design shall encourage a pedestrian environment within each project and pedestrian connections among the various uses within Chambers Highpoint PD.

All non-residential structures, regardless of intended use, shall comply with the Commercial design standards outlined within the Town of Parker Commercial, Industrial Standards, referenced within Section 13.10.200 of the Parker Municipal Code, as amended.

C. Land Uses Permitted by Right

The permitted uses include the following and other uses that are similar and compatible with the intent of this section as determined by the Community Development Director

- Agricultural uses such as farming and the grazing of livestock are permitted until a site plan or the first final plat is approved
- Office/professional, accounting, law, consulting, medical
- Office for research and development, experiments and testing
- Retail showroom
- Warehousing and Distribution Centers
- Warehouse Trade
- Wholesale Business/General Merchandising
- Athletic club- private/public

F. Accessory Uses to Residential

- Accessory uses in accordance with Section 13.04.170 of the Town of Parker Municipal Code, as amended

G. Uses Permitted By Special Review

- Indoor self-storage
- Veterinary clinic, small animal hospital, pet day-care, boarding kennels

H. Development Standards

1. Building Heights

Maximum Building Height: 50 feet (Up to 70 feet as a use by special review where a vertical mixture of uses are incorporated into the structure)*

*subject to all restriction applicable to FAA & Centennial Airport Influence Area

2. Minimum Lot Area

None

CHAMBERS HIGHPOINT PD

3. Density: .35:1 FAR
4. Building Setbacks:
 - Belford Avenue: 20 feet
 - E-470: 50 feet
 - Chambers Road: 30 feet
 - Happy Canyon Creek: 20 feet
 - Interior lot lines: to be established by building code and landscape buffer requirements
 - Parking Setback: to be established by landscape buffer requirements

PLANNING AREA C - HIGHWAY COMMERCIAL/OFFICE

The intersection of Chambers Road and Belford Avenue is intended to become a retail/commercial hub. The proposed uses and zoning provides the flexibility to offer a full complement of retail, commercial, office, lodging and service uses.

A. **Land Uses Permitted By Right**

The permitted uses include the following and other uses that are similar and compatible with the intent of this section as determined by the Community Development Director:

- Agricultural uses including farming and the grazing of livestock shall be permitted to continue until the commencement of construction in the Planning Area being developed.
- Hotel/motel & convention facilities
- Office/professional, accounting, law, consulting, medical
- Office for research and development, experimental and testing
- Commercial/retail sales of any product or commodity including those related to highway-oriented commercial
- Restaurants, Eating Establishments, and Entertainment with or without drive thru
- Athletic club-private/public
- Bank with or without drive thru
- Personal service shops
- Recreation facility, indoor/outdoor, public/private clubs

B. **Accessory Uses**

- Accessory uses in accordance with Section 13.04.170 of the Town of Parker Municipal Code, as amended

C. **Uses Permitted By Special Review**

- Parking lot- Commercial- for off-site uses such as an RTD Park-N-Ride
- Veterinary clinic, small animal hospital, pet day-care, boarding kennels
- Automobile repair and automotive sales (car dealerships)

CHAMBERS HIGHPOINT PD

D. Development Standards

1. **Building Height:** Maximum Building Height- 50 feet – (up to 70 feet as a use by special review where a vertical mixture of uses are incorporated into the structure) *
*subject to all restrictions applicable to the FAA & Centennial Airport Influence Area
2. **Minimum Lot Area:** None
3. **Density:** 0.35:1 FAR
4. **Building Setbacks:**
 - E-470: 50 feet
 - Chambers Road: 30 feet
 - Happy Canyon Creek: 20 feet
 - Interior lot lines: to be established by building code and landscape buffer requirements
 - Parking setback: to be established by landscape buffer requirements

OPEN SPACE (OS) 1 AND 2

A. Intent

- The Open Space Areas depicted on the development plan are intended to provide nature based passive recreation, wildlife habitat enhancement and conservation, buffer areas, pedestrian areas and storm drainage corridors.
- A regional trail serving the site as well as all neighbors in the area will be part of the Happy Canyon Creek Open Space providing a connection to the Cherokee Regional trail that parallels E-470. Alignment options and coordination with the adjacent Compark Village PD across the creek will occur as part of Subdivision process. Consistent with the Town of Parker's *Open Space, Trails, and Greenways Master Plan*, the Chambers Highpoint PD will greatly add to open space opportunities in the Town. The enhancements to the Happy Canyon greenway as result of the urbanization of the area will support and compliment Parker's citizens' vision and commitment to the natural environment and open spaces of their Town.
- The OS adjacent to Grandview Estates neighborhood will ensure a well-developed buffer and screening opportunity which will be further refined via the Subdivision / Site Planning process. Buffer standards are included within the attached Design Guidelines.

Incorporation by Reference

Section 13.04.165, OS - Open Space District, of the Town of Parker Municipal Code, as amended, is hereby incorporated by reference into this Development Guide.

DESIGN GUIDELINES

Community Buffers

1. Open Space 1 on the west side of the site is designated as a Community buffer between Chambers Highpoint and Compark Village. Areas located outside of the 100 year floodplain shall be landscaped with trees and shrubs. The plantings shall be 75% evergreen. A landscape buffer plan shall be provided at time of Site Plan for the adjacent use areas.
2. Open Space 1 on the south side of the site is designated as a Community buffer between Chambers Highpoint and Grandview Estates. The landscape buffer between Chambers Highpoint and Grandview Estates shall be a minimum of 100 feet in width to create a separation and transition to the adjacent property. At a minimum the buffer shall provide 1 tree and 10 shrubs per 1500 square feet of area. The actual design shall be indicated at the time of Site Plan for the adjacent use area.
3. Any proposed fencing shall be placed at the top of the slope to aid in screening the structures, parking and to mask the headlights in parking areas.

Commercial, Industrial and Multi-family Residential Design Standards

In addition to the Town of Parker Guidelines for Commercial, Industrial and Multi-family Residential Design, Chamber Highpoint shall provide the following in any proposed development.

1. Sidewalks, plaza areas should provide pedestrian connections between the structures and the open space and trail corridors including the Happy Canyon Creek Trail and the E-470 Trail.
2. Enhanced elevations shall be provided on all structures where visible from Chambers Road and E-470.

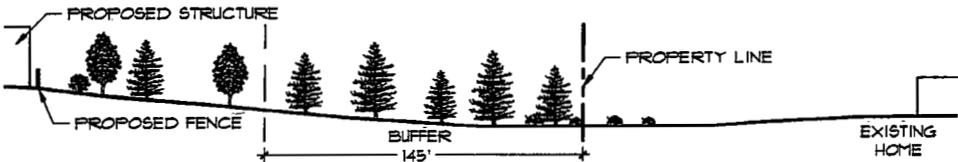
Conceptual Buffer Pan

See the following exhibit.

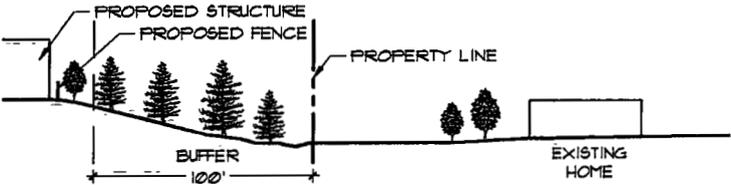


CONCEPTUAL BUFFER PLAN

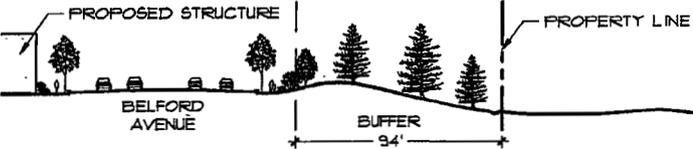
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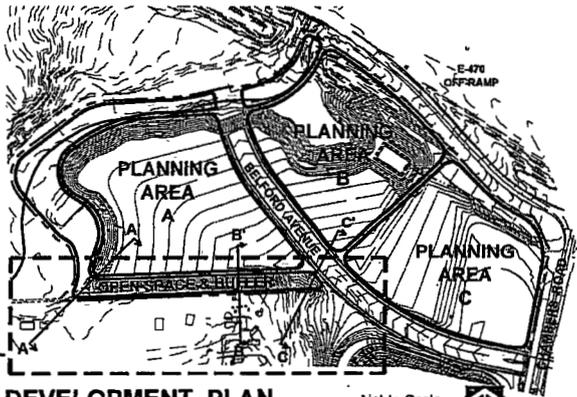
SECTION A Not to Scale



SECTION B Not to Scale



SECTION C Not to Scale



DEVELOPMENT PLAN

Not to Scale



CHAMBERS HIGHPOINT PD - PLANNED DEVELOPMENT Development Plan

BEING A PART OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, AND IN THE SOUTHWEST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO 44.35 ACRES

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHWEST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO BEAR SOUTHWEST 1/4° 15' 30" WEST 118.58 FEET TO THE BEGINNING OF THE CENTERLINE OF SAID SOUTH LINE, SOUTH 87° 04' 00" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 48° 44' 02" EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47° 17' 00", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20° 09' 28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 4) NORTH 20° 14' 38" WEST, 39.38 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43° 29' 29", A RADIUS OF 50.00 FEET AND AN ARC OF 37.98 FEET;
- 6) NORTH 64° 10' 06" WEST, 23.43 FEET;
- 7) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23° 16' 02", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 8) NORTH 48° 44' 02" EAST, 59.45 FEET;
- 9) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 84° 27' 12", A RADIUS OF 125.00 FEET AND AN ARC OF 208.07 FEET;
- 10) NORTH 53° 32' 06" EAST, 294.75 FEET;
- 11) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33° 29' 14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 12) NORTH 86° 56' 10" EAST, 308.08 FEET;
- 13) NORTH 77° 13' 00" EAST, 135.75 FEET;
- 14) NORTH 77° 13' 00" EAST, 135.75 FEET;
- 15) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12° 56' 47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 16) SOUTH 89° 32' 06" EAST, 9.07 FEET;
- 17) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24° 33' 38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 18) NORTH 65° 54' 16" WEST, 191.23 FEET;
- 19) NORTH 89° 32' 06" EAST, 9.07 FEET;
- 20) NORTH 21° 19' 01" EAST, 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
- 21) NORTH 21° 19' 01" EAST, 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

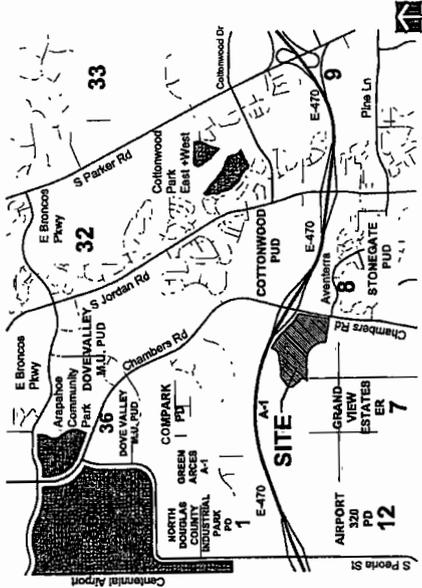
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 61° 35' 22", A RADIUS OF 3005.03 FEET, AN ARC OF 300.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 62° 12' 42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.85 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02° 12' 42", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42° 41' 15" EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22° 09' 50", A RADIUS OF 877.41 FEET, AND AN ARC OF 281.28 FEET;
- 6) SOUTH 19° 03' 15" WEST, 191.23 FEET;
- 7) SOUTH 10° 59' 39" WEST, 70.79 FEET;
- 8) SOUTH 10° 59' 39" WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 62° 52' 31", A RADIUS OF 1869.88 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6;

THENCE ALONG SAID SOUTH LINE, SOUTH 89° 32' 06" WEST, 2.70 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE PLANNED DEVELOPMENT PLAN NO. 16, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10° 59' 39" WEST, 303.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79° 03' 15" WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32° 52' 29", A RADIUS OF 1551.04 FEET, AN ARC OF 208.07 FEET; THENCE ALONG SAID CURVE WHICH BEARS NORTH 62° 32' 28" WEST, 170.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6;

THENCE ALONG SAID SOUTH LINE, SOUTH 89° 09' 25" WEST, 112.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.



VICINITY MAP

Town Council Acceptance:
This Development Plan was approved by the Town Council of the Town of Parker on the _____ day of _____, 20____, for the property described as the Chambers Highpoint PD. The zoning information shown herein was confirmed with the adoption of Ordinance No. _____.

Mayor, Town of Parker
ATTEST: _____
Town Clerk

Clerk and Recorder's Certificate
STATE OF COLORADO
COUNTY OF DOUGLAS
I hereby certify that this Development Plan was filed in my office on this _____ day of _____, 20____, at _____ o'clock, _____ M., and was recorded with reception number _____.
Douglas County Clerk and Recorder

Planning Commission Acceptance:
This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission following a public hearing held on _____, 20____.

Planning Director, on behalf of the Town of Parker Planning Commission

SURVEYOR'S CERTIFICATE
I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, FOR AND ON BEHALF OF TST INC. OF DENVER, UTILIZING THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 208088949, AN ALTAZON LAND TITLE SURVEY PREPARED BY CREGGER LAND SURVEY, INC. THE SURVEY AND ALL INSTRUMENTS AND ALL DESCRIPTIONS PREPARED BY SURVEY SYSTEMS, INC. UNDER JOB NO. 2008-038-01-033, AS PROVIDED TO TST INC. OF DENVER BY COMPARK 190, LLC.

REGISTERED LAND SURVEYOR _____ DATE _____

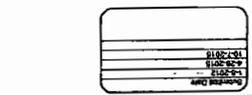
SHEET INDEX

1	COVER SHEET
2	DEVELOPMENT PLAN

SIGNATURE BLOCK BY OWNER
OWNERS/MORTGAGEES
BY _____ TITLE _____ DAY OF _____
WITNESS BY: _____ }
STATE OF COLORADO }
COUNTY OF DOUGLAS } SS
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____
BY _____ MY COMMISSION EXPIRES: _____

Planner/Landscape Architect
TTS
1522 Teedy Lane
Lone Tree, Colorado 80124
(303) 764-2338

Owner
Compark 190, LLC
c/o E.S. Al Alba
840 East Princeton Ave.
Greenwood Village, CO 80111



CHAMBERS HIGHPOINT
PLANNED DEVELOPMENT
DEVELOPMENT PLAN

Sheet
1
1 of 2



ITEM NO: 7F
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

**TITLE: ORDINANCE NO. 3.228.1 – First Reading
A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and Amending the Zoning Ordinance to Confirm Therewith**

- PUBLIC HEARING ORDINANCE FOR 1ST READING (06/06/2016)
- CONTRACT ORDINANCE FOR 2ND READING (06/20/2016)
- MOTION RESOLUTION

Rosemary Sietsema for
John Fussa, Community Development Director

G. Randolph Young
G. Randolph Young, Town Administrator

ISSUE:

NexGen Properties, owner of the Westcreek development, is seeking to amend the existing Planned Development (PD) zoning. The intention is to rearrange the internal land use areas to achieve greater efficiency in development. NexGen also proposes to modify the Development Guide to allow a greater range of uses within the multifamily residential areas of Westcreek including a senior citizens independent care facility.

PRIOR ACTION:

The Westcreek PD District was approved in 2005 as a mixed-use planned development which unified three differently zoned areas under one common set of zoning requirements. The first Minor Development Plat filing for the property was subsequently approved the same year. There have been three site plans approved within Westcreek which have been constructed: Mile High Bank, 7-Eleven and Big-5 Sporting Goods.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

NexGen Properties acquired the Westcreek property out of foreclosure in 2013 and has been actively marketing the property for prospective builders. The ownership group now has interest in development from a multifamily developer, a senior citizens retirement community developer and a potential hotel operator. In order to move forward with these development concepts, the owners are seeking to modify the existing Westcreek PD to reallocate internal land use areas and provide additional permitted land uses within the multifamily residential area.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance 3.228.1 for first reading and set the Public Hearing date for second reading on June 20, 2016.

PREPARED/REVIEWED BY:

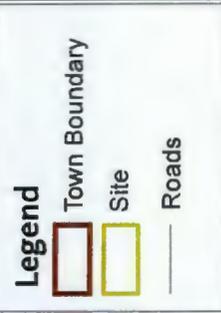
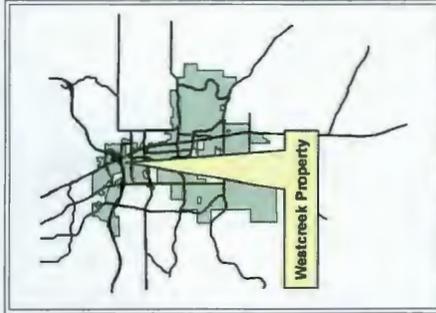
Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance 3.228.1

RECOMMENDED MOTION:

"I move to approve Ordinance No. 3.228.1 on first reading and schedule second reading for June 20, 2016, as a part of the consent agenda."



Narrative:
Applicant seeks to amend the Westcreek PD, a 45.4 acre parcel located north of Pine Lane and west of Parker Road. The PD Amendment proposes re-allocate internal land use areas.

Planner: Patrick Mulready
Hearing Schedules:
Planning Commission: June 9, 2016
Town Council: June 6, 2016 (First Reading) June 20, 2016 (Second Reading)



ORDINANCE NO. 3.228.1, Series of 2016**TITLE: A BILL FOR AN ORDINANCE TO AMEND THE WESTCREEK DEVELOPMENT GUIDE AND PLAN, AND AMENDING THE ZONING ORDINANCE TO CONFORM THEREWITH**

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

Section 1. Finding of Fact.

a. Application has been made for amending the Westcreek Development Guide and Plan approved by the Town Council on April 4, 2005, and recorded in the Office of the Douglas County Clerk and Recorders Office on April 8, 2005, at Reception No. 2005030725, for the property described in attached **Exhibit A**, which is attached hereto and incorporated by this reference, pursuant to the Parker Land Development Ordinance (the "2015 Westcreek Development Guide and Plan").

a. Public notice has been given for the amendment of the 2015 Westcreek Development Guide and Plan by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

b. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240 of the Parker Municipal Code for approving the amendment of the 2015 Westcreek Development Guide and Plan have been satisfied.

Section 2. The 2015 Westcreek Development Guide and Plan approved by the Town Council on April 4, 2005, for the Property is hereby amended by the Westcreek Development Guide and Plan-1st Amendment, as set forth in **Exhibit B**, which is attached hereto and incorporated by this reference.

Section 3. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title

to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

LEGAL DESCRIPTION FOR
WESTCREEK DEVELOPMENT PLAN – 1ST AMENDMENT

January 8, 2015

A PARCEL BEING ALL OF WESTCREEK FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 2007012850, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2007046724, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT TRACT C SUBDIVISION EXEMPTION PLAT, AS RECORDED UNDER RECEPTION NUMBER 2008036536, ALL OF WESTCREEK FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 2008047702, ALL OF WESTCREEK FILING NO. 2, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2011003795, TOGETHER WITH OTHER UNPLATTED PARCELS OF LAND ALL BEING LOCATED IN THE EAST HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 00°09'45" WEST, A DISTANCE OF 2669.48 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°03'33" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°09'15" EAST, A DISTANCE OF 32.80 FEET;

THENCE SOUTH 89°28'13" WEST, A DISTANCE OF 486.33 FEET;

THENCE NORTH 89°31'19" WEST, A DISTANCE OF 570.76 FEET;

THENCE NORTH 00°56'27" WEST, A DISTANCE OF 1473.10 FEET;

THENCE NORTH 73°16'20" EAST, A DISTANCE OF 949.16 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°39'43", A RADIUS OF 549.41 FEET, AN ARC LENGTH OF 198.13 FEET, THE CHORD OF WHICH BEARS SOUTH 34°42'55" EAST, A DISTANCE OF 197.06 FEET;

THENCE SOUTH 24°23'04" EAST, A DISTANCE OF 135.34 FEET;

THENCE NORTH 00°09'45" WEST, A DISTANCE OF 86.01 FEET;

THENCE SOUTH 24°19'43" EAST, A DISTANCE OF 207.43 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2005015177 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 79°42'34" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 10.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83 AS RECORDED IN BOOK 857 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 24°19'43" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 893.77 FEET TO A POINT ON THE NORTHERLY LINE OF GOBLERS NOB AS RECORDED UNDER RECEPTION NUMBER 181406 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 87°40'17" WEST, ALONG SAID NORTHERLY LINE OF GOBLERS NOB, A DISTANCE OF 401.25 FEET TO THE NORTHWEST CORNER OF SAID GOBLERS NOB;

THENCE SOUTH 89°50'15" WEST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°09'45" EAST, ALONG SAID EAST LINE, A DISTANCE OF 495.87 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,977,333 SQUARE FEET, OR 45.393 ACRES, MORE OR LESS.

WESTCREEK DEVELOPMENT GUIDE

Development Plan 1st Amendment

Planned Development Zoning Regulations for a Mixed-Use Development

Located at E-470 and Parker Road in Parker, Colorado.

Master Developer:

NexGen Westcreek Holdings, LLC
One Denver Tech Center
5251 DTC Parkway, Suite 800
Greenwood Village, CO 80111
303-923-2442

Prepared By:

Masterworks, LLC
360 East Happy Canyon Road
Castle Rock, CO 80108
303-663-1737

MAY 16, 2016

STATEMENT OF INTENT

Westcreek Development is a unique master planned development located at the southwest corner of E-470 and Parker Road, directly adjacent to the Cherry Creek corridor in Parker, Colorado. The development parcel is one of the last infill sites on Parker Road between Main Street and E-470, which is highly visible and easily accessible from E-470, Parker Road and Pine Lane and within a few miles from downtown Parker. The development site consists of 45.39 acres and is zoned Planned Development (PD). The PD development is enhanced by the dedication of 10 acres of Cherry Creek wetlands and open space, which connects to the Town's open space and regional trail system.

In accordance with the Town's vision as identified in the Comprehensive Master Plan, the Westcreek Development Plan is divided into two distinct "land use planning areas" physically divided by the north south access right-of-way created by 20 Mile Road.

Development parcels located west of 20 Mile Road are characterized as "Multifamily Residential and Mixed-Use Residential" and shall be characterized as high density land uses located adjacent to regional and locally significant commercial areas. Envisioned residential uses shall likewise be interconnected to nearby commercial and employment areas and provide for pedestrian trails and open space connections. Uses appropriate in this Character Area include high density residential housing, senior housing, assisted living facilities and mixed use developments that include a commercial component. Commercial uses are encouraged when they are a part of a mixed use development, are of a scale that serve the needs of the area residents or provide support to adjoining uses. Single family detached and or attached residential developments having less than 14 dwelling units per acre are not appropriate in this area.

Development parcels located east of 20 Mile Road are characterized as "Mixed Use Commercial and Retail" and are reserved for land uses consisting of more intense retail, restaurant uses, service related businesses, large medical and small commercial offices, and entertainment uses focused on serving both local and regional needs. The Town of Parker's vision for the northwest quadrant is to be developed as a Character Area where local residents can live, work and play. The Westcreek PUD zoning additionally provides for residential dwellings such as lofts above retail, row and townhouses; and apartment flats.

DEFINITIONS

The Westcreek Development Guide has been prepared in accordance with the Town of Parker Land Development Ordinance, as amended. Definitions specified within the Town's Land Development Ordinance apply to the Westcreek Planned Development.

GENERAL PROVISIONS & SITE DATA

The purpose of the Westcreek Development Guide is to specify the allowable commercial and residential land use and development standards in accordance with Westcreek Development Plan 1st Amendment.

LAND USE AREAS

- A. Multi-Family Residential (MFR) (18.70 acres)** – High Density residential to include apartments and or condominiums, attached single family homes such as row and town houses, assisted living care and convalescent homes and lodging establishments.

The purpose of the MFR land use designation within the Westcreek Planned Development is to allow for an appropriate and sustainable arrangement of high density residential to serve as a transition between the areas of commercial and office intensity within Westcreek and the Cherry Creek Open Space corridor adjacent to Westcreek. It is the intent of the Westcreek Planned Development that the MFR land use area develop in a manner that is compatible with the adjacent land uses. As a result, no non-residential uses will be permitted within the MFR land use area, except where specified as provided below:

a) Permitted Land Uses:

Multifamily including Apartments, Townhomes, Duplexes, Triplexes, Condominiums.
Live / Work Dwelling Units
Group Home
Senior Living Independent Care
Neighborhood Recreational Facility (Private Health Club, Recreation Center) Open Space
Parks

Note: Senior Independent Living Facility, including limited resident services (not to be offered to the general public) including but not limited to cafeteria/kitchen service, salon and beauty service, concierge service, dry cleaning/laundry services or transportation service.

b) Uses By Special Review:

Churches and Church Schools
Public and private schools
Nursing schools and Day care centers

c) Development Standards:

Minimum Lot Area	None
Principal Structure Setback (from street, public or private)	10 feet
Auxiliary Structure Setback (from street, public or private)	35 feet
20 Mile Road Build to Line (exclusive of patios and overhangs)	15 feet
Side (from platted lot, public or private street)	10 feet
Side (from attached product property line)	0 feet
Principal Structure Rear (from platted lot, street or alley)	10 feet

Auxiliary Structure Rear (from platted lot, street or alley)	4 feet
Minimum Building Separation (multifamily structure)	20 feet
Minimum Building Separation (auxiliary structure)	15 feet
Principal Structure Maximum Building Height	60 feet
Auxiliary Structure Maximum Building Height	45 feet

d) Density:

The maximum density within MFR areas is twenty-five dwelling units per acre (25 Du/AC) and the minimum density is fourteen dwelling unit per acre (14 DU/AC). Notwithstanding these limits, density can exceed or be reduced through the Town of Parker's Use by Special Review approval process.

B. Mixed Use Residential/Commercial (MUR/C) (4.69 acres) - Combined commercial use with a high density residential component.

The purpose of the MUR/C land use designation within the Westcreek Planned Development is to combine commercial uses with a focus on retail and office character with a high density above ground floor residential in a compact, efficient manner. The MUR/C land use area is intended to function as the neighborhood core and shall be located within close proximity to MFR land use areas. As such, this area is envisioned to be of a more intense character, higher in density, floor area ratio and incorporate greater building heights.

a) Permitted Land Uses:

Multifamily Residential (Above ground floor only)
 Live / Work Dwelling Units (Above ground floor only)
 Group Home (Senior Living Independent Care)
 Assisted Living Residence (Convalescent Home / Extended Care)
 Long Term Care Facility / Nursing Home
 Accessory Dwelling Unit
 Lodging Establishments (Hotel, Motel, Bed & Breakfast)
 Neighborhood Recreational Facility (Private Health Club, Recreation Center)
 Grocery Store (Limited to 50,000 square feet)
 Convenience Retail Shopping
 Facility Specialty Retail
 Eating and Drinking
 Establishments Personal Services
 General Office and Professional Services (including medical)

b) Uses By Special Review:

Indoor Entertainment
 Office Uses: general, governmental, or business

c) Development Standards:

Minimum Lot Area	None
Principal Structure Minimum Setback (from street, public or private)	0 feet
Side (from platted lot, public or private street)	10 feet
Side (from attached product property line)	0 feet
Principal Structure Rear (from platted lot, street or alley)	10 feet
Principal Structure Maximum Setback (from street, public or private)	10 feet
Side (from platted lot, public or private street)	8 feet
Side (from attached product property line)	10 feet
Principal Structure Rear (from platted lot, street or alley)	10 feet
Accessory Structure Setback (from street, public or private)	35 feet
Side (from platted lot, public or private street)	0 feet
Side (from public or private streets)	10 feet
Rear (from platted lot, street or alley)	4 feet
Minimum Building Separation (multifamily structure)	15 feet
Accessory Structure Building Separation	10 feet
Principal Structure Maximum Building Height	60 feet, or 75 feet as a use by special review.

d) Density:

The maximum density within MUR/C areas is twenty-five dwelling units per acre (25 Du/AC) and the minimum density is fourteen dwelling unit per acre (14 DU/AC). Notwithstanding these limit, density can exceed or be reduced through the Town of Parker's Use by Special Review approval process.

C. Retail (R) (9.19 acres) – Commercial Retail Land Use Area. Traditional pad and main street retailing.

A significant portion of the Westcreek Planned Development borders the Parker Road corridor. The purpose of the R/ Commercial Retail Area is to establish commercial uses of a retail sales and service character along the Parker Road frontage in a well- planned manner. Given this area's proximity to the MUR/C and the MFR core land uses within Westcreek, pedestrian connectivity internally within individual lots, as well as building placement as close to Parker Road as possible for screening purposes, are both principal goals of the Commercial Retail Area.

a) Permitted land Uses:

Grocery Store
Convenience Retail Shopping
Facility Specialty Retail
Hardware and Building Material Stores
General Retail Merchandise and Apparel
Shops Development Sales and Marketing
Center Eating and Drinking Establishments
Indoor Entertainment
General Office and Professional Services (including medical)
General Government

b) Uses By Special Review:

Personal Services
Motor Vehicle (fuel stations with or without car wash)

c) Development Standards:

Minimum Lot Area	None
Principal Structure Minimum Setback (from street, public or private)	10 feet
Side (from platted lot)	0 feet
Side (from public or private streets)	10 feet
Parker Road (front or side per CDOT)	40 feet
Rear (from public or private streets)	10 feet
Rear (from platted lot)	0 feet
Principal Structure Minimum Building Separation	15 feet
Principal Structure Maximum Setback (Parker Road front or side)	50 feet
Front of Side (from platted lot, public or private street)	18 feet
Side (from street, public or private))	18 feet
Parking and Access Drives Minimum Setback (from Parker Road)	40 feet
Side (from platted lot, public or private street)	7.5 feet
Side (from platted lot lines shared with a Re use)	7.5 feet
Side (from platted lot lines shared with a MUR/C use)	15 feet
All Structure Maximum Building Height	60 feet

d) Density:

Structures within R areas may not exceed a 0.35:1 Floor Area Ratio (FAR), with exception to medical office buildings, which may not exceed a 5:1 FAR.

e) Medical Office Building:

If a Medical Office Building is proposed for any lot within R – Commercial Retail land Use Area, the Medical Office Building shall follow the development standards as follows:

Minimum Lot Area	None
Principal Structure Minimum Setback (from street, public or private)	10 feet
Side (from platted lot)	0 feet
Side (from public or private streets)	10 feet
Parker Road (front or side per CDOT)	40 feet
Rear (from public or private streets)	10 feet
Rear (from platted lot)	0 feet
Principal Structure Minimum Building Separation	15 feet
Accessory Structure Setback	35 feet
Principal Structure Maximum Setback (Parker Road front or side)	50 feet
Front (from street, public or private)	35 feet
Side (from platted lot)	0 feet
Side (from street, public or private)	10 feet
Rear (from street or alley)	4 feet
Rear (from platted lot)	10 feet
Accessory Structure Maximum Building Separation	10 feet
All Structure Maximum Building Height	60 feet

D. Medical Office Building & Retail (MOB/R) (3.15 acres) - Large medical, small office spaces and retail land uses.

The central portion of the Westcreek Development Plan is intended as the MOB Land Use Area. By design, this area is intended for hospital and health care related uses, given Westcreek's proximity to a major hospital facility. In keeping with the neighborhood core theme of uses and development standards in the MUR/C area, as the MOB Land Use Area also borders Twenty Mile Road, the MOB land use area will employ many of the same standards.

a) Permitted land Uses:

General Office and Professional Services (including medical)
Personal Services
Neighborhood Recreational Facility (Private Health Club, Recreation Center)
Convenience Retail
Eating and Drinking Establishments
General Office Services
General Retail Merchandise

b) Uses By Special Review:

Caretaker Accessory Dwelling Unit

c) Development Standards:

Minimum Lot Area	None
Principal Structure Minimum Setback (from street, public or private)	10 feet
Side (from platted lot)	0 feet
Side (from public or private streets)	10 feet
Parker Road (front or side per CDOT)	40 feet
Rear (from public or private streets)	10 feet
Rear (from platted lot)	0 feet
Principal Structure Minimum Building Separation	15 feet
Accessory Structure Setback	35 feet
Principal Structure Maximum Setback (Parker Road front or side)	50 feet
Front (from street, public or private)	35 feet
Side (from platted lot)	0 feet
Side (from street, public or private))	10 feet
Rear (from street of alley)	4 feet
Rear (from platted lot)	10 feet
Accessory Structure Maximum Building Separation	10 feet
All Structure Maximum Building Height	60 feet, or 75 feet as a use by special review

Note: Maximum Building Height can exceed 60 feet as a Use by Special Review.

d) Density:

Structures within MOB area may not exceed a 5:1 Floor Area Ratio (FAR).

E. Open Space (OS) (9.67 acres) - Dedication of the adjacent Cherry Creek wetlands and open space to the Town of Parker's public open space and regional trail program.

The westerly perimeter of the Westcreek Development Plan area is defined as OS – Open Space. The purpose of this district is for the preservation of a balanced system of open space which constitutes an important physical, environmental, social, aesthetic and economic assets to the residents to Westcreek. The OS land use area is intentionally left in its natural state, free of development in order to:

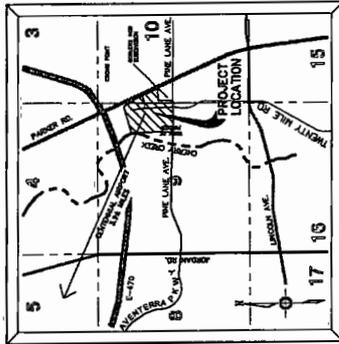
Preserve wildlife corridors and natural habitats.
Establish and maintain scenic lands.
Protect culturally significant lands.
Conserve landforms and natural resources.

a) Permitted land Uses:

Open Space

WESTCREEK DEVELOPMENT PLAN 1ST AMENDMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO
45.39± ACRES



SIGNATURE BLOCK BY OWNERS:
I/WE, THE UNDERSIGNED, BEING ALL THE OWNERS,
LESSORS, LIENORS, INTERESTS, RIGHTS AND
HOLDERS OF OTHER INTERESTS IN THE PLANNED
DEVELOPMENT KNOWN AS WESTCREEK, DO HEREBY
INDICATE THAT THIS DEVELOPMENT PLAN REPRESENTS
THE CONCEPT FOR THE PROPERTY
DESCRIBED AS FOLLOWS:

A PARCEL BEING ALL OF WESTCREEK PLANS NO. 1, AS RECORDED UNDER RECEPTION
NUMBER 187 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER,
FIRST ADDENDUM TRACT C SUBDIVISION RECEPTION PLAN, AS RECORDED UNDER
RECEPTION NUMBER 187 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER,
UNDER RECEPTION NUMBER 200505177, ALL OF WESTCREEK PLANS NO. 1, FIRST
ADDENDUM TRACT C SUBDIVISION RECEPTION PLAN, AS RECORDED UNDER
RECEPTION NUMBER 187 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER,
AND ALL UNPLATTED PARCELS OF LAND ALL BEING LOCATED IN THE EAST HALF OF
SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE
66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- THENCE SOUTH 89°02'57" WEST, A DISTANCE OF 32.80 FEET;
- THENCE SOUTH 89°02'57" WEST, A DISTANCE OF 48.33 FEET;
- THENCE NORTH 89°52'27" WEST, A DISTANCE OF 370.78 FEET;
- THENCE NORTH 89°52'27" WEST, A DISTANCE OF 1473.10 FEET;
- THENCE NORTH 27°12'37" EAST, A DISTANCE OF 848.18 FEET TO A POINT ON A CURVE,
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 207°43'1" A RADIUS OF 548.47 FEET AN ARC LENGTH OF 1043.13 FEET, THE
CHORD OF WHICH BEARS SOUTH 34°25'30" EAST, A DISTANCE OF 187.06 FEET;
- THENCE SOUTH 49°32'04" EAST, A DISTANCE OF 133.34 FEET;
- THENCE NORTH 60°09'45" WEST, A DISTANCE OF 38.01 FEET;
- THENCE SOUTH 24°15'45" EAST, A DISTANCE OF 207.43 FEET TO A POINT ON THE
SOUTHWEST CORNER OF SAID PARCEL, AS RECORDED UNDER RECEPTION NO. 200505177 OF THE
RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;
- THENCE NORTH 60°09'45" WEST, A DISTANCE OF 143.31 FEET TO
THE WESTERN BOUNDARY OF SAID PARCEL, AS RECORDED UNDER RECEPTION NO. 187
AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;
- THENCE SOUTH 89°02'57" WEST, ALONG SAID WESTERN BOUNDARY LINE, A
DISTANCE OF 38.17 FEET TO A POINT ON THE NORTHEAST LINE OF PARCEL NO. 8 AS
RECORDED UNDER RECEPTION NUMBER 187-408 OF THE RECORDS OF THE DOUGLAS
COUNTY CLERK AND RECORDER;
- THENCE SOUTH 89°02'57" WEST, ALONG SAID WESTERN BOUNDARY LINE, A
DISTANCE OF 407.25 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 8.
- THENCE SOUTH 89°02'57" WEST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 9.
- THENCE SOUTH 89°02'57" EAST, ALONG SAID EAST LINE, A DISTANCE OF 485.87 FEET
TO THE POINT OF BEGINNING.
- SAID PARCEL CONTAINS A CALCULATED AREA OF 1,977,333 SQUARE FEET, OR 45.393
ACRES, MORE OR LESS.

OWNERS/MORTGAGEES:
BY: NEXGEN WESTCREEK HOLDINGS, LLC

APPLICANT / DEVELOPER
NEXGEN WESTCREEK HOLDINGS, LLC
ONE DOUGLAS BLDG SUITE 800
5251 DTC PARKWAY, SUITE 800
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:



WESTCREEK DEVELOPMENT PLAN 1ST AMENDMENT PARKER, COLORADO

A PART OF THE NORTHEAST QUARTER OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 70 WEST, COUNTY OF DOUGLAS,
STATE OF COLORADO
45.392 ACRES

	RETAIL PROPOSED AREA = 9.194AC EXISTING AREA = 10.23AC
	OS - OPEN SPACE PROPOSED AREA = 9.672AC EXISTING AREA = 10.18AC
	MBR - MEDICAL OFFICE BUILDING / RETAIL PROPOSED AREA = 13.524AC EXISTING AREA = 4.26AC
	MULC - MIXED USE RESIDENTIAL / COMMERCIAL PROPOSED AREA = 4.894AC EXISTING AREA = 13.534AC
	MER - MULTI-FAMILY RESIDENTIAL PROPOSED AREA = 18.702AC EXISTING AREA = 7.23AC
TOTAL 45.442 AC	



UTILITY PROVIDERS FOR WESTCREEK:

1. DRAINAGE - TOWN OF PARKER
2. WATER - PARKER WATER & SANITATION DISTRICT
3. WASTEWATER - PARKER WATER & SANITATION DISTRICT
4. GAS - INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
5. ELECTRIC - INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

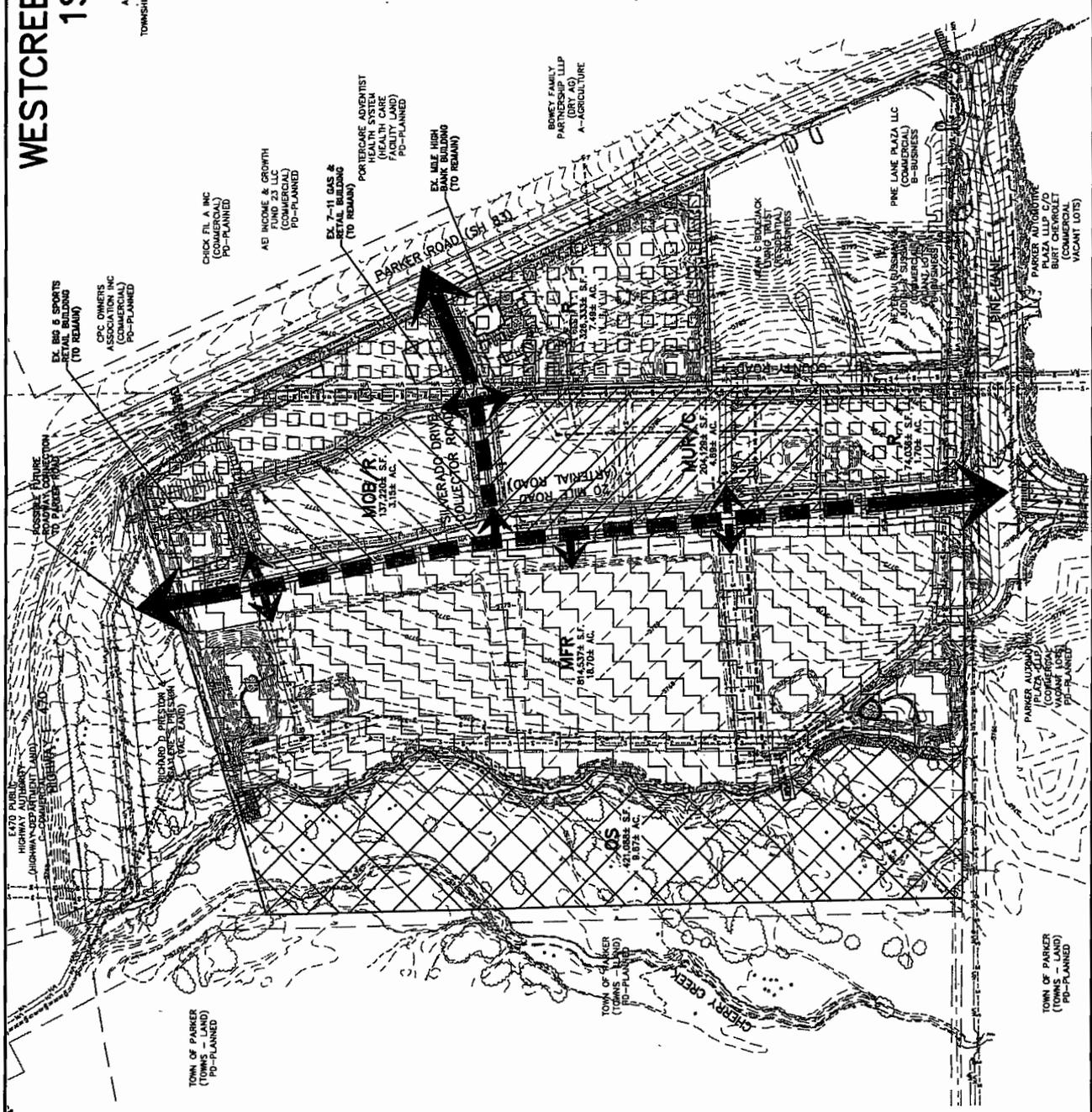
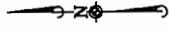
APPLICANT / DEVELOPER

NEVGEN WESTCREEK HOLDINGS, LLC
5251 DTC PARKWAY, SUITE 800
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:



811
THE PLAN, SPECIFICATIONS AND SURVEY DATA WERE PREPARED BY MANHARD CONSULTING LTD. UNDER THE CLOSE SUPERVISION OF THE ENGINEER AND SURVEYOR.





ITEM NO: 7G
 DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.465.2 - A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 st READING (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING (06/20/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |


 Donald Warn, Finance Director


 G. Randolph Young, Town Administrator

ISSUE: Budget revision for the 2016 budget.

PRIOR ACTION: Ordinance 1.465.1 for budget amendment number one approved March 21, 2016.

FUNDING/BUDGET IMPACT: The table below summarizes the revision by fund and a detailed list of the carryover and supplemental appropriation requests is attached.

	Supplemental	Carryover	Total Expenditures	Revenue	Net Revision
General Fund	\$ 484,560	\$ -	\$ 484,560	\$ 7,200	\$ 477,360
Parks and Recreation Fund	(720,389)	-	(720,389)	-	(720,389)
Cultural Fund	75,000	-	75,000	-	75,000
Recreation Fund	1,440	-	1,440	100,000	(98,560)
Capital Improvement Fund	398,917	-	398,917	148,917	250,000
Stormwater Fund	(39,200)	-	(39,200)	-	(39,200)
Fleet Services Fund	-	-	-	424,300	(424,300)
Facility Services Fund	8,900	-	8,900	-	8,900
Recreation Debt Service Fund	(1,098,389)	-	(1,098,389)	(1,098,389)	-
Total all funds	\$ (889,161)	\$ -	\$ (889,161)	\$ (417,972)	\$ (471,189)

BACKGROUND: The purpose of this budget revision is to amend the appropriated funds for 2016. The total budget amendment is a net reduction of \$546,189 which includes supplemental appropriations of \$484,560 and additional revenue of \$7,200 in the General Fund, net reduction of \$720,389 in the Parks and Recreation Fund, supplemental appropriations of \$75,000 in the Cultural Fund, supplemental appropriations of \$1,440 and additional revenue in the Recreation Fund, supplemental appropriations of \$398,917 and additional revenue of \$148,917 in the

Capital Improvement Fund, reduction of \$39,200 88 in the Stormwater Fund, additional revenue of \$424,300 in the Fleet Services Fund, supplemental appropriations of \$8,900 in the Facilities Fund and a reduction of \$1,098,389 in the Recreation Debt Service Fund. The detail list of items can be found in Exhibit A attached to the budget Ordinance.

RECOMMENDATIONS: Approve

PREPARED/REVIEWED BY: Donald Warn, Finance Director

ATTACHMENTS: Ordinance 1.465.2

RECOMMENDED MOTION: "I move to approve Ordinance No. 1.465.2 on first reading and schedule second reading and Public Hearing for June 20, 2016."

ORDINANCE NO. 1.465.2, Series of 2016**TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2016 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME**

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

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

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

Section 1. The 2016 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
 2016 Revised Budget
 June 6, 2016

Exhibit A

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 23,057,430
Revenue		46,145,983
Revenue revision	7,200	7,200
Total revised revenue		46,153,183
Total available		69,210,613
Expenditures		54,591,447
Supplemental appropriation	484,560	
Total expenditure revision		484,560
Total revised expenditures	-	55,076,007
Ending fund balance		<u>\$ 14,134,606</u>
<u>Parks and Recreation Fund</u>		
Beginning fund balance		\$ 13,602,628
Revenue		8,373,300
Revenue revision	-	-
Total revised revenue		8,373,300
Total available		21,975,928
Expenditures		18,882,660
Supplemental appropriation	(720,389)	
Total expenditure revision		(720,389)
Total revised expenditures		18,162,271
Ending fund balance		<u>\$ 3,813,657</u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Cultural Fund</u>		
Beginning fund balance		\$ 1,132,213
Revenue		5,134,810
Revenue revision		-
Total revised revenue		<u>5,134,810</u>
Total available		<u>6,267,023</u>
Expenditures		5,655,199
Supplemental appropriation	75,000	
Total expenditure revisions		<u>75,000</u>
Total revised expenditures		<u>5,730,199</u>
Ending fund balance		<u><u>\$ 536,824</u></u>
<u>Recreation Fund</u>		
Beginning fund balance		\$ 1,367,222
Revenue		5,675,650
Revenue revision	100,000	<u>100,000</u>
Total revised revenue		<u>5,775,650</u>
Total available		<u>7,142,872</u>
Expenditures		7,074,892
Supplemental appropriation	1,440	
Total expenditure revisions		<u>1,440</u>
Total revised expenditures		<u>7,076,332</u>
Ending fund balance		<u><u>\$ 66,540</u></u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Public Improvements Fund</u>		
Beginning fund balance		\$ 14,630,652
Revenue		10,479,467
Revenue revision	<u>148,917</u>	<u>148,917</u>
Total revised revenue		<u>10,628,384</u>
Total available		<u>25,259,036</u>
Expenditures		21,563,741
2015 Carry-over	-	
Supplemental appropriation	<u>398,917</u>	
Total expenditure revisions		<u>398,917</u>
Total revised expenditures		<u>21,962,658</u>
Ending fund balance		<u><u>\$ 3,296,378</u></u>
 <u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 2,891,189
Revenue		2,082,100
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		<u>2,082,100</u>
Total available		<u>4,973,289</u>
Expenditures		1,974,875
Supplemental appropriation	<u>(39,200)</u>	
Total expenditure revisions		<u>(39,200)</u>
Total revised expenditures		<u>1,935,675</u>
Ending fund balance		<u><u>\$ 3,037,614</u></u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ (354,840)
Revenue		<u>1,588,100</u>
Revenue revision	<u>424,300</u>	<u>424,300</u>
Total revised revenue		<u>2,012,400</u>
Total available		<u>1,657,560</u>
Expenditures		2,217,613
Supplemental appropriation	-	
Total expenditure revisions		<u>-</u>
Total revised expenditures		<u>2,217,613</u>
Ending fund balance		<u><u>\$ (560,053)</u></u>
<u>Facility Services Fund</u>		
Beginning fund balance		\$ 81,696
Revenue		<u>862,700</u>
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		<u>862,700</u>
Total available		<u>944,396</u>
Expenditures		862,860
Supplemental appropriation	<u>8,900</u>	
Total expenditure revisions		<u>8,900</u>
Total revised expenditures		<u>871,760</u>
Ending fund balance		<u><u>\$ 72,636</u></u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Recreation Debt Service Fund</u>		
Beginning fund balance		\$ -
Revenue		2,683,889
Revenue revision	<u>(1,098,389)</u>	<u>(1,098,389)</u>
Total revised revenue		<u>1,585,500</u>
Total available		<u>1,585,500</u>
Expenditures		2,683,889
Supplemental appropriation	<u>(1,098,389)</u>	
Total expenditure revisions		<u>(1,098,389)</u>
Total revised expenditures		<u>1,585,500</u>
Ending fund balance		<u><u>\$ -</u></u>

Town of Parker

Detail of Supplemental Revisions to 2016 Budget

General Fund

Fleet Replacement Charge - Community Development	2,700
Fleet Replacement Charge - Fleet	6,500
Fleet Replacement Charge - Police	131,700
Fleet Replacement Charge - Building	7,000
Fleet Replacement Charge - Streets	105,000
Fleet Replacement Charge - Engineering	5,100
Fleet Replacement Charge - Traffic	10,300
Fleet Replacement Charge - Parks	108,800
Fleet Replacement Charge - Forestry	10,700
Streets Salary & Wages - Full-time	79,782
Streets Retirement	9,778
Patrol Small Tools & Equipment	(8,000)
Patrol K-9 Program	8,000
Special Events	7,200

Total General Fund supplemental revision

484,560**Parks & Recreation Fund**

Transfer to Recreation Debt Service	(1,098,389)
Dog Park/Disc Golf	150,000
Stroh Ranch Parking Lot Improvement	128,000
Transfer to Public Improvement Fund - Sidewalk Gap Closure	100,000

Total Parks & Recreation Fund supplemental revision

(720,389)**Cultural Fund**

Schoolhouse Foundation	75,000
------------------------	--------

Total Cultural Fund supplemental revision

75,000

Recreation Fund

Fieldhouse Salary & Wages - Full-time	(50,360)
Fleet Replacement Charge - Recreation	6,800
Machinery & Equipment	45,000

Total Recreation Fund supplemental revision

1,440**Public Improvement Fund**

Summerset Lane Extension	250,000
Sidewalk Gap Closure - Salisbury Sports & Equestrian Park	100,000
Roadway Safety Improvements	48,917

Total Public Improvement Fund supplemental revision

398,917**Stormwater Utility Fund**

Fleet Replacement Charge - Stormwater	\$ 20,800
Salary & Wages - Full-time	(60,000)

Total Stormwater Utility Fund supplemental revision

(39,200)**Fleet Service Fund*****Total Fleet Services Fund supplemental revision***

-

Facility Service Fund

Fleet Replacement Charge - Custodial	\$	3,400
Fleet Replacement Charge - Facilities		5,500

Total Facility Services Fund supplemental revision

8,900**Recreation Debt Service**

Principal Refunding Reduction	\$	(895,000)
Interest Refunding Reduction		(203,389)

Total Facility Services Fund supplemental revision

(1,098,389)***Total supplemental revision***

\$ (889,161)



ITEM NO: 7H
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-040 – A Resolution to Fill a Vacancy on the Parker Cultural and Scientific Commission

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |

Elaine Mariner

Elaine Mariner, Cultural Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

Due to the resignation of Commissioner Greg Reed in March 2016, there is currently one vacancy to be filled on the Parker Cultural and Scientific Commission.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

Former Commissioner Greg Reed submitted his resignation in March 2016 and Kelly Gibson has applied to fill the vacancy. Kelly formerly served on the Greater Parker Foundation and was the chair of the Renaissance Guild New Year's Eve event in 2013 and 2014. Because of Kelly's long time support for and involvement with the Cultural Department, the Commission recommends that Kelly be appointed to serve out the remainder of Greg's term expiring December 2016.

RECOMMENDATION:

Approve the Resolution.

PREPARED/REVIEWED BY:

Elaine Mariner, Cultural Director and Jim Maloney, Town Attorney

ATTACHMENTS:

Resolution No. 16-040

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-040, as part of the consent agenda."

RESOLUTION NO. 16-040, Series of 2016

TITLE: A RESOLUTION TO FILL A VACANCY ON THE PARKER CULTURAL AND SCIENTIFIC COMMISSION

WHEREAS, Greg Reed resigned as a regular member of the Parker Cultural and Scientific Commission (the "Commission"); and

WHEREAS, the Town Council of the Town of Parker desires to fill the vacancy created by this resignation, as provided herein.

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

Section 1. The Town Council of the Town of Parker hereby appoints Kelly Gibson to fill the vacancy created by the resignation of Greg Reed, for the term ending December 31, 2016, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Five (5) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2016.

- a. Diane Roth
- b. Lance Martin
- c. Michael G. Edwards
- d. Katie Kendrick
- e. Kelly Gibson

2. Four (4) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2017.

- a. Charles Gaughan
- b. Kari Osborne
- c. Andrew Hawkins
- d. Elizabeth Lamonia

3. Two (2) Alternate Parker Cultural and Scientific Commission Members for a term up to and including December 31, 2016.

- a. _____
- b. _____

4. Ex Officio Member and Alternate.

- a. Amy Holland
- b. John Diak



ITEM NO: 7I
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-041 – A Resolution To Fill A Vacancy On The Parker Creative District Executive Committee

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |

Elaine Mariner

Elaine Mariner, Cultural Director

G. Young

G. Randolph Young, Town Administrator

ISSUE:

The Parker Creative District Executive Committee has one regular member vacancy.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In 2015, the Town Council passed Ordinance No. 1.447, establishing the Parker Creative District. In February 2015, Town Council passed a Resolution setting the number of executive committee members to five (5), plus two (2) alternates. Currently, there are four executive committee members. The Executive Committee recommends that Brad Howard be appointed to fill the vacancy. Brad has been actively participating in the monthly committee meetings and Art Tanks, indicating he is willing to contribute his time and energy to enhance the Creative District.

RECOMMENDATION:

Approve the Resolution.

PREPARED/REVIEWED BY:

Elaine Mariner, Cultural Director and Jim Maloney, Town Attorney

ATTACHMENTS:

Resolution No. 16-041

RECOMMENDED MOTION:

“I move to approve Resolution No. 16-041, as part of the consent agenda.”

RESOLUTION NO. 16-041, Series of 2016

TITLE: A RESOLUTION TO FILL A VACANCY ON THE PARKER CREATIVE DISTRICT EXECUTIVE COMMITTEE

WHEREAS, there has been a vacancy of one (1) regular member on the Parker Creative District Executive Committee (the "Committee"); and

WHEREAS, the Town Council of the Town of Parker desires to fill the vacancy on the Committee, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

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

Section 1. The Town Council of the Town of Parker hereby appoints Brad Howard as a regular member to the Committee to fill the vacancy for the term ending December 31, 2016, as described in Exhibit A.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Three (3) Regular Parker Creative District Executive Committee for a term up to and including December 31, 2016.

- a. Naioma Walberg
- b. Brian Dickman
- c. Brad Howard

2. Two (2) Regular Parker Creative District Executive Committee for a term up to and including December 31, 2017.

- a. Sara Crowe
- b. Kelly Benson

3. Two (2) Alternate Parker Creative District Executive Committee for a term up to and including December 31, 2016.

- a. _____
- b. _____

4. Ex Officio Member.

Elaine Mariner, Cultural Director



ITEM NO: 7J
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-042 – A Resolution Accepting the Conveyance of a Drainage Easement Agreement by and among 98 W. Parker, LLLP, Century at Carousel Farms, LLC, and the Town of Parker

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution accepting conveyance of a drainage easement from 98 W. Parker, LLLP covering offsite drainage improvements proposed with the approved construction plans for Carousel Farms Filing No. 1.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

This easement will cover public drainage infrastructure serving the proposed subdivision that will be eligible for maintenance assistance from the Town's Stormwater Utility.

BACKGROUND:

The Town's Stormwater criterion requires that drainage easements be dedicated for 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 Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with the Carousel Farms Filing No. 1 subdivision. All storm sewer infrastructure on the site is located within proposed right-of-way or drainage easements dedicated by the subdivision plat. However, the design requires an outfall to Newlin Gulch that crosses the adjacent property, requiring a drainage easement to be dedicated over this storm sewer via separate document.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution accepting the conveyance of a drainage easement from 98 W. Parker to the Town of Parker.

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Drainage Easement Agreement (23 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution 16-042, as a part of the consent agenda."



RESOLUTION NO. 16-042, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT AGREEMENT BY AND AMONG 98 W. PARKER, LLLP, CENTURY AT CAROUSEL FARMS, LLC, AND THE TOWN OF PARKER

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement concerning the installation, construction, reconstruction, operation, use, inspection, maintenance, repair and replacement of a stormwater drainage pipe and appurtenant drainage facilities;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests concerning the installation, construction, reconstruction, operation, use, inspection, maintenance, repair and replacement of a stormwater drainage pipe and appurtenant drainage facilities, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

When Recorded Return To:
 Century at Carousel Farms, LLC
 8390 E. Crescent Parkway, Suite 650
 Greenwood Village, Colorado 80111
 Attn: John Vitella

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "Easement Agreement") is dated this ___ day of _____, 2016, and entered into by 98 W. PARKER, LLLP, a Colorado limited liability limited partnership ("Grantor"), having an address of 1720 S. Bellaire St., Suite 300, Denver, Colorado 80222, CENTURY AT CAROUSEL FARMS, LLC, a Colorado limited liability company ("Grantee"), having an address of 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111, and the Town of Parker, a Colorado home rule municipality ("Town"), having an address of 20120 East Main Street, Parker, Colorado 80138.

RECTALS

WHEREAS, Grantor is the owner of that certain real property located in Douglas County, Colorado, as the same is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor Property");

WHEREAS, Grantee desires to develop a parcel of land located to the east of the Grantor Property into a residential community (the "Residential Community"), and in connection therewith, is constructing a stormwater drainage and detention pond on that certain parcel of land located in the Town of Parker, Douglas County, Colorado, as the same is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Grantee Property");

WHEREAS, prior to approving Grantee's plans to develop the Residential Community, the Town is requiring Grantee to install and maintain a stormwater drainage system to drain water from the Grantee Property;

WHEREAS Grantee desires to acquire an easement from Grantor for the purpose of installing, constructing, reconstructing, operating, using, inspecting, maintaining, repairing and replacing a stormwater drainage pipe and appurtenant drainage facilities (collectively, the "Stormwater Drainage Facilities") on, over, under and through that portion of the Grantor Property described and depicted in Exhibit C, attached hereto and incorporated herein by this reference (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes and to recognize certain rights of the Town in connection therewith, on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for the sum of Ten and No/100 dollars (\$10.00), the covenants of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements.

a. Permanent Drainage Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, for their use and the use of their respective employees, contractors, subcontractors, licensees, representatives and agents, a non-exclusive easement on, over, under and through the Easement Property for the purpose of installing, constructing, reconstructing, operating, using, inspecting, maintaining, repairing and replacing the Stormwater Drainage Facilities (the "Easement"). Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove from the Easement Property impediments to the installation, construction, reconstruction, operation, use, inspection, maintenance, repair and removal of the Stormwater Drainage Facilities, such as trees, asphalt and sidewalks, without compensation to Grantor. Grantee hereby agrees that all installation, construction, reconstruction, operation, use, installation, maintenance, repair, removal of such Stormwater Drainage Facilities and impediments on the Easement Property will be reasonably coordinated with Grantor so as to minimize any disruption to the use of the remainder of the Grantor Property by Grantor, its members, officers, directors, employees, agents, representatives, invitees, successors and assigns.

b. Temporary Construction Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, for their use and the use of their respective employees, contractors, subcontractors, licensees, representatives and agents, a 30-foot wide temporary construction easement on, over, under and through the portion of the Grantor Property butting the southerly boundary of the Easement Property, as described and depicted on Exhibit D attached hereto and incorporated herein by this reference ("Temporary Construction Easement Property") for the purpose of installing and constructing the Stormwater Drainage Facilities within the Easement Property (the "Temporary Construction Easement"). The Temporary Construction Easement will expire upon the earlier to occur of (i) the date of the Town's final acceptance of the Stormwater Drainage Facilities; or (ii) December 31, 2018.

2. Unencumbered Title. Grantor warrants to Grantee and Town that the Easement Property and the Temporary Construction Easement Property are free and clear of all liens and monetary encumbrances, except for non-delinquent real property taxes and assessments and that certain deed of trust referenced in the Consent of Lender attached to this Easement Agreement.

3. Construction, Operation and Maintenance. Grantee shall be solely responsible, at its sole cost and expense, for the installation and construction of the Stormwater Drainage Facilities, and shall be the sole owner of the Stormwater Drainage Facilities. Following the completion of the Stormwater Drainage Facilities, the reconstruction, operation, use, inspection, maintenance (including, without limitation, keeping the stormwater pipe reasonably free and clear of debris that may otherwise impede the flow of stormwater through the pipe), repair and replacement of the Stormwater Drainage Facilities within the Easement Property shall be the sole responsibility of Grantee, at its sole cost and expense. All reconstruction, operation, use, inspection, maintenance, repair and replacement of the Stormwater Drainage Facilities on the Easement Property undertaken by or on behalf of Grantee shall be conducted in accordance with all applicable laws, and shall be done diligently and continuously to completion in a good and workmanlike manner, and in a manner to reasonably minimize interference with the operation and use of the Grantor Property. Grantee shall repair all damage to the Grantor Property resulting from the activities of the Grantee Parties (defined in Section 7.a below) pursuant to this Easement Agreement and, except as otherwise modified for the Stormwater Drainage Facilities, shall restore the Grantor Property to its condition existing immediately prior to the commencement of such activities, which obligations shall survive termination of this Easement Agreement.

4. Mechanics' Liens. Grantee shall not suffer or permit any mechanic's lien or other lien to be filed against the Grantor Property, or any portion thereof, by reason of work, labor, services, or materials supplied, or claimed to have been supplied, to Grantee and/or its contractors or agents, or anyone claiming

by, through or under Grantee and/or its contractors or agents in connection with the Stormwater Drainage Facilities or any rights or obligations of Grantee arising under this Easement Agreement. Should any such liens be filed or recorded against the Grantor Property, or any portion thereof, or any action affecting title thereto be commenced as a result of such work (which term includes the supply of materials), Grantee shall cause such liens to be removed of record within 30 days after receiving notice thereof. If Grantee desires to contest any such claim or lien, Grantee shall file security with the appropriate court and obtain a release of such lien within such 30-day period pursuant to Section 38-22-131, C.R.S., as amended. If a final judgment establishing the validity or existence of any lien for any amount is entered, Grantee shall promptly pay and satisfy or cause to be paid and satisfied the same. If Grantee shall be in default in paying any construction charge for which a mechanic's lien or suit to foreclose such lien has been recorded or filed and Grantee has not either timely removed such lien of record as provided above or bonded over such lien as provided above, Grantor may (but without being required to do so) on or after the 31st day after Grantee has received notice thereof, pay such lien or claim and any costs and amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be promptly due and payable from Grantee to Grantor. This Section 4 shall survive for a period of six (6) months after termination of this Easement Agreement.

5. Grant of License and Limited Rights to Town. The Town has an ongoing interest both in the development of real property within the Town boundaries, and that stormwater facilities for the Residential Community be maintained in a manner such to avoid harm to the Grantor Property, the Grantee Property and any other real property adjacent to or within the vicinity of the Stormwater Drainage Facilities. As a result, both Grantor and Grantee grant to Town the following rights, on the following terms and conditions:

a. Grant of License. At all times prior to the termination or expiration of the Easement and removal of all Stormwater Drainage Facilities from the Easement Property, the Town shall have a right and license to enter upon the Easement Property to inspect the Stormwater Drainage Facilities and to perform the activities set forth in Subsection b below, which may only be performed only as provided below, and which rights and license shall, at all times, be subordinate to the Easement rights granted to Grantee herein (the "License"). The grant of License hereunder is personal to the Town, and the Town shall have no right hereunder to assign or transfer its rights hereunder, and any attempt to transfer or assign its rights shall be void ab initio.

b. Maintenance Rights. If following the completion of the installation and construction of the Stormwater Drainage Facilities, Grantee fails to adequately maintain the Stormwater Drainage Facilities located within the Easement Property, including, without limitation, keeping the same reasonably clear of debris that would otherwise impede the flow of stormwater, and if the Town delivers written notice to Grantee and Grantor identifying such maintenance problem (the "Maintenance Notice"), and if Grantee fails, within fourteen (14) days after its receipt such Maintenance Notice, to either (i) correct the maintenance problems noted therein or (ii) if such maintenance problems cannot reasonably be corrected within such fourteen (14) day period, to commence the correction of such maintenance problems and to notify the Town of its efforts, then the Town shall have the right, under the grant of License above, to enter the Easement Property and correct those maintenance problems related to the Stormwater Drainage Facilities as such problems are identified in the Maintenance Notice. Notwithstanding the foregoing, in the event of an emergency, as determined by the Town in its sole discretion, the Town may enter upon the Easement Property to clean the Stormwater Drainage Facilities and/or to cure or correct any damage caused by Grantee's failure to adequately maintain the Stormwater Drainage Facilities located within the Easement Property, provided that the Town gives Grantor and Grantee notice of such emergency and the work performed by the Town as a result thereof, as soon as reasonably possible thereafter.

c. Reimbursement of Costs. In the event the Town exercises its rights in accordance with the License granted herein, Grantee shall reimburse the Town for the cost of any such maintenance performed by the Town as provided in Section 5.b to the extent that (i) the Stormwater Drainage Facilities

and/or the type of maintenance performed by the Town are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Stormwater Drainage Facilities and/or the type of maintenance performed by the Town is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Town determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantee fails to reimburse the Town for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Town referencing this Easement Agreement and describing the corrective or maintenance action taken (or if such actions were taken following the Town's timely delivery of a Maintenance Notice as provided herein, reference to the applicable Maintenance Notice), the unpaid amount shall constitute a lien on the Grantee Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor and Grantee further agree that the Town may also pursue any and all other remedies against Grantee available at law or in equity, except that Town shall have no right to seek and expressly waives its rights to seek exemplary, consequential, incidental, punitive, or other similar damages against Grantee. In no event shall the Town have any remedies against Grantor, and the Town hereby waives its right to pursue any remedies against Grantor hereunder.

d. Assignment of Rights and Obligations. If at any time hereinafter the Town determines, in its sole discretion, to take on all operational and maintenance obligations of the Grantee hereunder, then (i) the Town shall provide written notice thereof to Grantor and Grantee, which notice shall reflect that the Town desires to (1) take ownership of the Stormwater Drainage Facilities as a public facility, and (2) in connection therewith, take on all maintenance obligations with respect thereto under the authorization provided to the Town in Chapter 4.08 of the Parker Municipal Code, (ii) the Town shall prepare a bill of sale and an amendment to this Easement Agreement reasonably acceptable to Grantor and Grantee, and set up to be duly executed and acknowledged by all parties hereto, pursuant to which (a) Grantee shall convey to the Town all Stormwater Drainage Facilities located within the Easement Property, (b) Grantor shall grant an easement to the Town for the purpose of reconstructing, operating, using, inspecting, maintaining, repairing and replacing the Stormwater Drainage Facilities in substance materially consistent with this Easement Agreement, and (c) this Easement Agreement shall terminate and the parties shall be relieved of all further obligations under this Easement Agreement except for those obligations of Grantee which expressly survive such termination. Upon execution thereof, the Town shall have the same duly recorded in the official records of Douglas County, Colorado.

6. Binding Agreement. The words "Grantor" and "Grantee" 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 Grantor Property or the Grantee Property, respectively, 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 Easement Property, the Temporary Construction Easement Property and the Grantee Property. Any obligation under this Easement Agreement with respect to the Stormwater Drainage Facilities which is to be performed by the owner of the Grantee Property shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest. Notwithstanding any provision of this Section 6 to the contrary, and subject to Section 5.d above, in the event the Town takes title to the Stormwater Drainage Facilities and assumes all of Grantee's obligations hereunder as set forth in Section 5.d above, Grantee and any owner of the Grantee Property shall have no further obligations under this Easement Agreement.

7. Covenants of Grantee and Town. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, and the Town, if and to the extent it exercises any of its rights under this Easement Agreement, hereby represents, covenants, and warrants in favor of Grantor, its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and all other portions of the Grantor Property over which Grantee has rights of, or otherwise uses for, ingress and egress, from damage caused, in whole or in part, by the acts or negligent omissions of Grantee, its employees, contractors, subcontractors, licensees, representatives and agents (collectively, the "Grantee Parties"), but expressly excluding the Town Parties (defined in Section Error! Reference source not found. below);

b. Grantee, with respect to the Grantee Parties, and the Town, with respect to the Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents (collectively, the "Town Parties"), shall not cause or permit to be caused by the Grantee Parties or the Town Parties, respectively, 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, 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 the remainder of the Grantor Property.

c. Grantee shall defend, indemnify and hold Grantor, its assigns and successors in interest to the Grantor Property, their respective affiliates, subsidiaries, and parents, and their respective officers, directors, employees, agents, contractors, subcontractors, and independent contractors ("Indemnified Parties"), harmless from and against all claims, damages, losses, fees, fines, penalties, liabilities and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") to the extent such Claims arise from (a) the acts or omissions of any Grantee Parties in connection with the exercise of their rights under this Easement Agreement, (b) any breach of this Easement Agreement by any Grantee Parties, or (c) any violation of any applicable law by any Grantee Parties relating to the use of the Easement Property or the Temporary Construction Easement Property. The foregoing indemnity obligations shall not apply to the extent such Claims either arise from the gross negligence or willful misconduct of Grantor or the Indemnified Parties. This Section 7.c shall survive termination of this Easement Agreement.

8. Retained Rights. Grantor retains the right to use and occupy all or any portion of the Easement Property and the Temporary Construction Easement Property; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted in this Easement Agreement.

9. Compensation. As consideration for Grantor's grant of the Easement, the Temporary Construction Easement and the License herein, Grantee shall pay compensation to Grantor in the amount of \$30,000 in good, immediately available funds. Delivery of payment of such compensation shall be contemporaneous with Grantor's execution and delivery of this Easement Agreement, and Grantor's execution and delivery of this Easement Agreement shall be conditioned on upon receipt of such payment.

10. Engineered Construction Plans.

10.1 Construction Plans. Grantee will construct and install the Stormwater Drainage Facilities materially in conformance with the plans and drawings as attached to this Easement Agreement as Exhibit E and incorporated herein by this reference ("Approved Plans"), once Grantee receives final written approval of the same from the Town of Parker.

10.2 Amendment to Plans. If Grantee desires to make any modifications to the Approved Plans prior to the recordation of the final plat for the Grantee Property and construction of the Stormwater Drainage Facilities, or any such modifications are required by the Town of Parker, Grantee will deliver to Grantor copies of such revised engineered construction plans and drawings, and any associated reports or studies prepared by or for Grantee in connection therewith, and Grantor shall have 10 business days

thereafter to approve or object to such amendments, provided, however, that Grantee's approval thereof shall not be unreasonably withheld, conditioned or delayed. If Grantor does not timely object to such amendments in writing during such 10 business day period, then Grantor will be deemed to have approved such amendments. If Grantor timely delivers to Grantee a written objection, which writing shall reference the basis for Grantor's objection, then Grantor shall not proceed to construct or install the Stormwater Drainage Facilities based upon such proposed amendments to the Approved Plans until such time as Grantor's objections are resolved, as provided herein. If Grantor timely objects to any such amendments, then Grantor and Grantee shall, in good faith, discuss Grantee's objections within five (5) days after the date of Grantor's written objection notice. If Grantor and Grantee come to an agreement to resolve Grantor's objections, Grantee shall proceed based upon the terms of the agreed resolution. If, however, Grantor and Grantee are unable to come to an agreement to resolve Grantor's objections, then either party may pursue any rights or remedies at law or in equity.

11. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by United States certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service for delivery the next business day; or sent by electronic mail, provided, however, that the party sending electronic mail shall also send a conforming copy via any other means provided herein. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three (3) days after deposit in the United States mail, postage prepaid via certified mail; when sent by overnight delivery service, the next business day following its deposit with the courier; and when sent by email, when sent, provided, however, that the sender (i) does not receive a message of non-delivery, and (ii) sends a conforming copy via any other means provided herein. The addresses for mailing, transmitting, or delivering notices shall be as set forth below the signatures for the parties attached to this Easement Agreement. A party may change its notice address by the delivery of 10 days' prior written notice thereof to the other parties in accordance with this Section 11.

12. Default; Remedies. If default or breach of this Easement Agreement by a party hereto (a "Defaulting Party") occurs and is not cured within 14 days after such Defaulting Party's receipt of a written notice of default (which shall contain a reasonable explanation of the alleged default or breach) from the other party (the "Nondefaulting Party"), then the Nondefaulting Party shall have all rights and remedies at law and in equity, including injunction and/or specific performance, and/or an action to recover damages, provided, however, that in no event shall a Nondefaulting Party be entitled to seek or receive, and expressly waives all exemplary, consequential, incidental, punitive, or other similar damages, which waiver shall survive termination of this Easement Agreement. Each remedy provided for in this Easement Agreement is cumulative, and is in addition to every other remedy provided for in this Easement Agreement or otherwise existing at law or in equity.

13. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Nothing herein shall prohibit or limit Grantee's right to assign, transfer or convey its rights hereunder to a special metropolitan district lawfully formed and existing under the laws of the State of Colorado or a homeowner's association organized in accordance with the laws of the State of Colorado governing all lots within the Grantee Property upon which a residential unit has been constructed.

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 may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

d. No amendments, waivers or modifications of this Easement Agreement will be deemed made unless in writing executed by the party to be bound thereby.

e. None of the terms or conditions contained in this Easement Agreement will be deemed to be for the benefit of any person other than Grantor, Grantee and the Town, and their respective and permitted successors and assigns specifically designated as such in writing, and no other person will be entitled to rely hereon in any manner. Nothing in this Easement Agreement will cause Grantor, Grantee or the Town to be partners of each other or otherwise result in the creation of a partnership or any similar entity.

f. This Easement Agreement shall be governed by Colorado law.

g. If any term or provision of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Easement Agreement, or the application of such terms or provisions to the person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

h. Captions in this Easement Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Easement Agreement or any of the terms hereof.

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

j. The individuals executing this Easement Agreement on behalf of Grantor, Grantee and the Town warrant and represent that they are duly authorized to execute and deliver this Easement Agreement on behalf of Grantor, Grantee and the Town, respectively.

k. In the event of any controversy, claim, or dispute between any of the parties relating to the subject matter or performance of this Easement Agreement, the prevailing party(ies) shall be entitled to recover from the non-prevailing party(ies) all of their reasonable expenses, including reasonable attorneys' fees.

l. The recitals set forth at the start of this Easement Agreement are incorporated herein by this reference as if restated herein in full.

m. This Easement Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank. Signature pages follow below.]

GRANTEE:

CENTURY AT CAROUSEL FARMS, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:

CENTURY AT CAROUSEL FARMS, LLC
8390 E. Crescent Parkway, Suite 650,
Greenwood Village, Colorado 80111

Attn: **Liesel Cooper**
John Vitella
Audrey Baker

Facsimile: (303) 770-8320

Email: LieselC@centurycommunities.com
JVitella@centurycommunities.com
AudreyB@centurycommunities.com

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016
by _____ as _____ of
CENTURY AT CAROUSEL FARMS, LLC, a Colorado limited liability company

My commission expires: _____

(S E A L)

Notary Public

[Signatures continued on next page.]

TOWN:

TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Address for Notices:

**TOWN OF PARKER
20120 East Main Street
Parker, Colorado 80138
Attn: Director of Engineering
Facsimile: (303) 840-8241
Email: _____**

**EXHIBIT A
TO
DRAINAGE EASEMENT AGREEMENT**

Grantor Property - Legal Description

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO;

THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER ROAD) BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

- 1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;**
- 2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;**
- 3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;**
- 4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;**

THENCE NORTH 00°30'38" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
DRAINAGE EASEMENT AGREEMENT**

Grantee Property - Legal Description

Tract N,
Carousel Farms Subdivision Filing No 1,
Town of Parker, Douglas County, Colorado

**EXHIBIT C
TO
DRAINAGE EASEMENT AGREEMENT**

Easement Property - Legal Description and Map

[See attached.]

DRAINAGE EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED FEBRUARY 12, 1982 AS BOOK 433, PAGE 589 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER AND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED FEBRUARY 12, 1982 AS BOOK 433, PAGE 589, WHENCE THE NORTHWEST CORNER OF SAID SECTION 20 BEARS S89°38'14"W A DISTANCE OF 2,005.47 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE S00°17'05"E, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 433, PAGE 589, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE S00°17'05"E, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 91.01 FEET;

THENCE LEAVING SAID EASTERLY LINE, N30°15'10"W A DISTANCE OF 70.37 FEET; THENCE S89°38'14"W, PARALLEL WITH AND 60.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 292.70 FEET;

THENCE N45°21'23"W A DISTANCE OF 42.42 FEET;

THENCE S89°38'14"W, PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 264.67 FEET;

THENCE N00°21'46"W A DISTANCE OF 30.00 FEET TO A POINT ALONG THE NORTHERLY LINE OF SECTION 20;

THENCE N89°38'14"E, ALONG SAID NORTHERLY LINE OF SECTION 20, A DISTANCE OF 307.60 FEET TO THE NORTHWEST CORNER OF THAT EASEMENT AS DESCRIBED IN RECEPTION NUMBER 2020990 DATED MARCH 1, 2002 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S00°21'46"E, ALONG THE WESTERLY LINE OF SAID EASEMENT AND BEING PERPENDICULAR TO SAID NORTHERLY LINE OF SECTION 20, A DISTANCE OF 30.00 FEET;

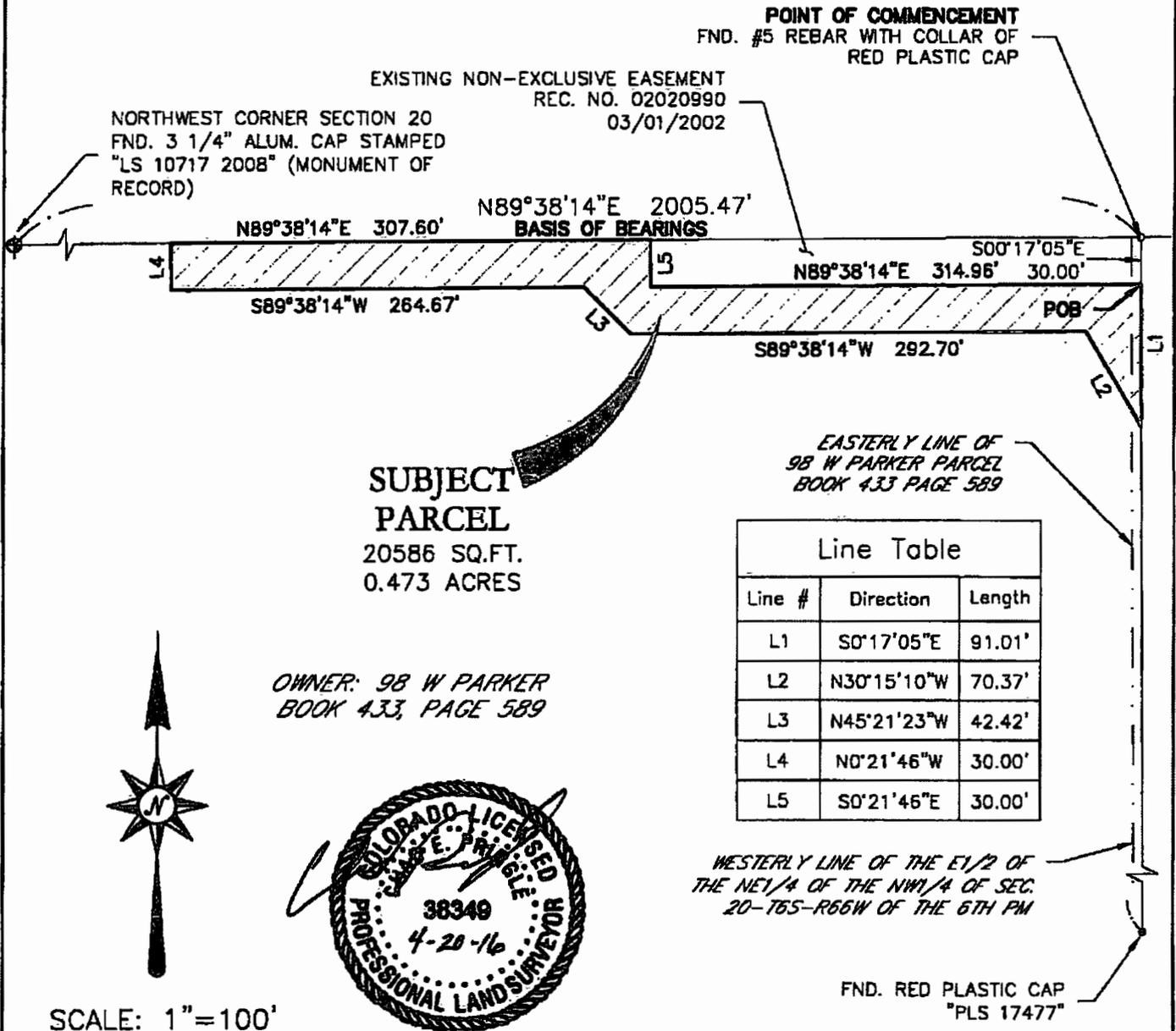
THENCE N89°38'14"E, ALONG THE SOUTHERLY LINE OF SAID EASEMENT, BEING PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 314.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 20,586 SQUARE FEET (0.473 ACRES) MORE OR LESS.



CHAD E. PRINGLE, PLS
STATE OF COLORADO
PROFESSIONAL LAND SURVEYOR, PLS 38349
FOR AND ON BEHALF OF
ATWELL, LLC

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE NE1/4 OF THE NW1/4 OF SECTION 20, TOWNSHIP 6
SOUTH, RANGE 66 WEST, OF THE 6TH P.M.



Line Table

Line #	Direction	Length
L1	S0°17'05"E	91.01'
L2	N30°15'10"W	70.37'
L3	N45°21'23"W	42.42'
L4	N0°21'46"W	30.00'
L5	S0°21'46"E	30.00'

OWNER: 98 W PARKER
 BOOK 433, PAGE 589

SCALE: 1"=100'

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

PARCEL CONTAINS 20586 SQ. FT. OR 0.473 ACRES

DRAINAGE EASEMENT		Sheet 3 of 3
Date:	04/18/2016	
Drawn:	CEP	
Checked:	LBO	
Job No.:	12.205	

ATWELL
 866.850.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.682.1100

**EXHIBIT D
TO
DRAINAGE EASEMENT AGREEMENT**

Temporary Construction Easement Property - Legal Description and Map

[See attached.]

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED FEBRUARY 12, 1982 AS BOOK 433, PAGE 589 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER AND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED FEBRUARY 12, 1982 AS BOOK 433, PAGE 589, WHENCE THE NORTHWEST CORNER OF SAID SECTION 20 BEARS S89°38'14"W A DISTANCE OF 2,005.47 FEET, WITH ALL BEARINGS HEREBIN RELATIVE THERETO; THENCE S00°17'05"E, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 433, PAGE 589, A DISTANCE OF 121.01 FEET TO THE POINT OF BEGINNING;

THENCE S00°17'05"E, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 60.06 FEET;

THENCE LEAVING SAID EASTERLY LINE, N30°15'10"W A DISTANCE OF 105.04 FEET;

THENCE S89°38'14"W, PARALLEL WITH AND 90.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 287.77 FEET;

THENCE N45°21'23"W A DISTANCE OF 42.42 FEET;

THENCE S89°38'14"W, PARALLEL WITH AND 60.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 252.24 FEET;

THENCE N00°21'46"W A DISTANCE OF 30.00 FEET;

THENCE N89°38'14"E, PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 264.67 FEET;

THENCE S45°21'23"E A DISTANCE OF 42.42 FEET;

THENCE N89°38'14"E, PARALLEL WITH AND 60.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 292.70 FEET;

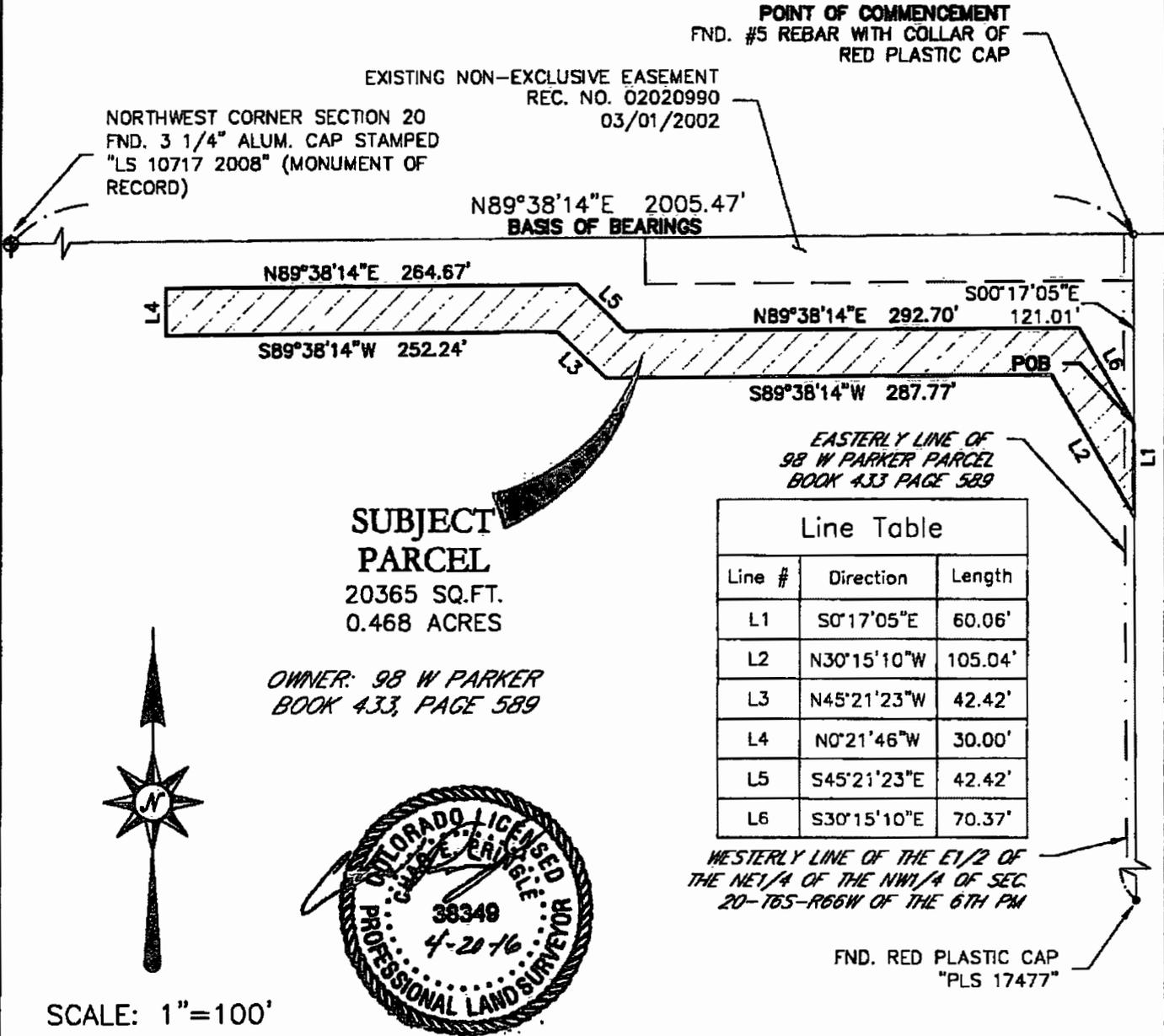
THENCE S30°15'10"E A DISTANCE OF 70.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 20,365 SQUARE FEET (0.468 ACRES) MORE OR LESS.



CHAD E. PRINGLE, PLS
STATE OF COLORADO
PROFESSIONAL LAND SURVEYOR, PLS 38349
FOR AND ON BEHALF OF
ATWELL, LLC

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE NE1/4 OF THE NW1/4 OF SECTION 20, TOWNSHIP 8
SOUTH, RANGE 66 WEST, OF THE 6TH P.M.



SUBJECT PARCEL
 20365 SQ.FT.
 0.468 ACRES

*OWNER: 98 W PARKER
 BOOK 433, PAGE 589*



SCALE: 1"=100'



Line Table		
Line #	Direction	Length
L1	S0°17'05"E	60.06'
L2	N30°15'10"W	105.04'
L3	N45°21'23"W	42.42'
L4	N0°21'46"W	30.00'
L5	S45°21'23"E	42.42'
L6	S30°15'10"E	70.37'

WESTERLY LINE OF THE E1/2 OF THE NE1/4 OF THE NW1/4 OF SEC. 20-T6S-R66W OF THE 6TH PM

FND. RED PLASTIC CAP "PLS 17477"

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

PARCEL CONTAINS 20365 SQ. FT. OR 0.468 ACRES

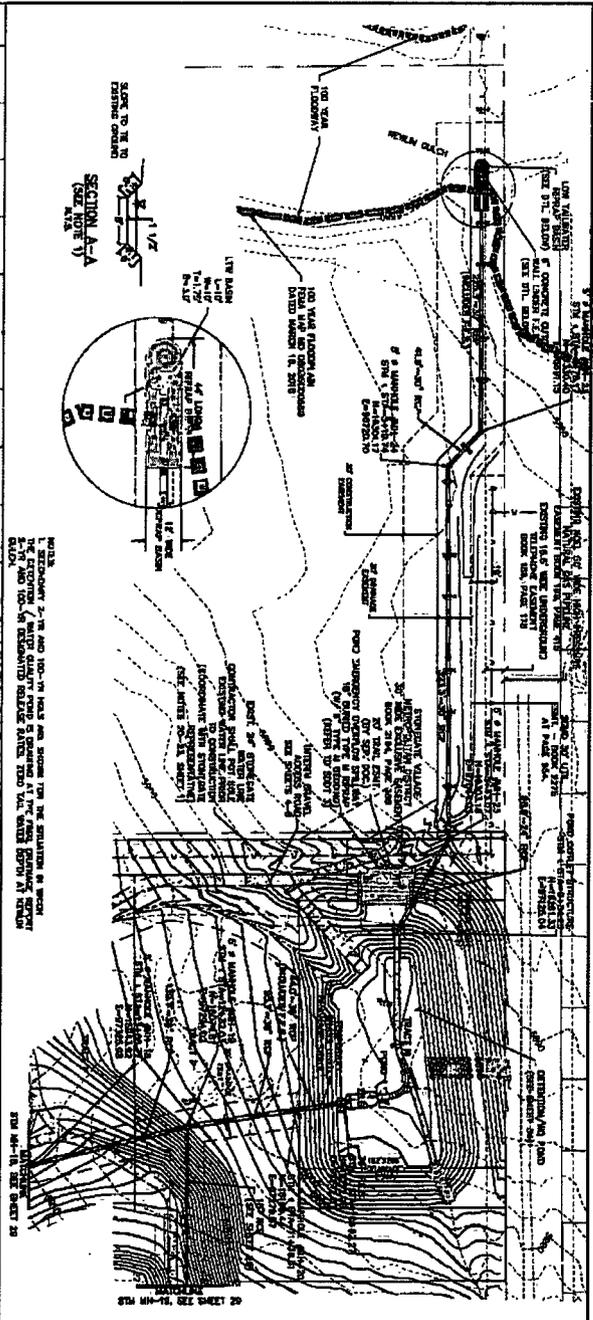
TEMPORARY CONSTRUCTION EASEMENT	
Date: 04/18/2016	Sheet 3 of 3
Drawn: CEP	
Checked: LBO	
Job No.: 12.205	



ATWELL
 866.850.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.482.1100

**EXHIBIT E
TO
DRAINAGE EASEMENT AGREEMENT
Stormwater Drainage Facilities Construction Plans**

[See attached.]



PLAN VIEW

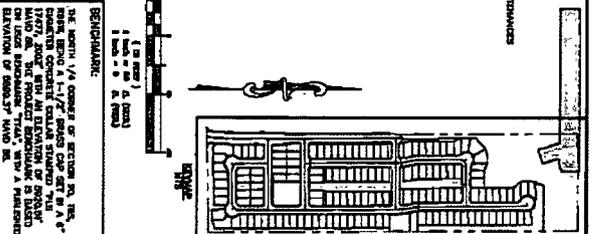
ALL TRENCHES SHALL BE OPENED AND RECONSTRUCTED TO THE ORIGINAL GRADE AND TO BE OPENED WITHIN 10 DAYS.

SECTION A-A
SEE NOTE 11

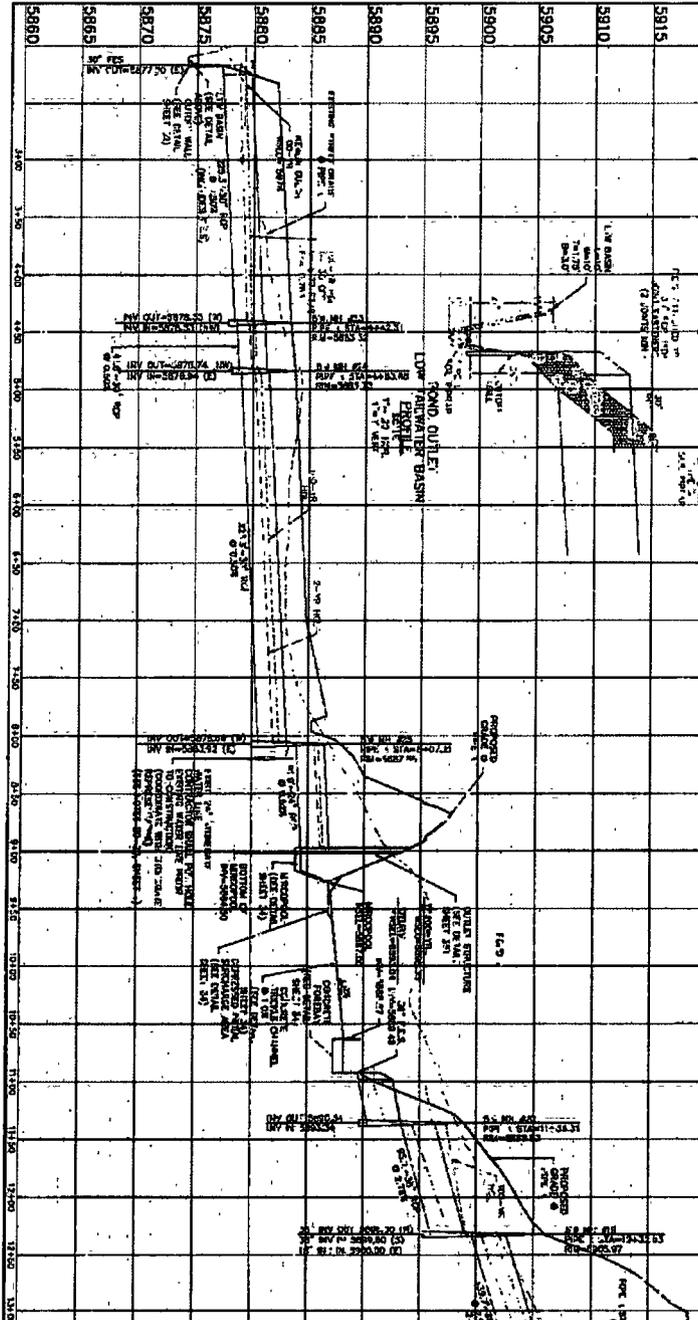
1" = 10'-0"

1" = 10'-0"

1" = 10'-0"



NO.	REVISION	DATE	BY
1	TOWN COMMENTS	07/22/16	RF
2	TOWN COMMENTS	08/10/16	RF
3	TOWN COMMENTS	10/20/16	RF
4	TOWN COMMENTS	01/26/17	RF
5	FINAL PLAN CHECK	02/03/17	RF



PROPOSED GRADE

EXISTING GRADE

INVERT ELEVATION

MANHOLE

PIPE

CATCH BASIN

SOUND OUTLET

LOW WATER BASIN

1" = 10'-0"

1" = 10'-0"

1" = 10'-0"

DATE	BY	APPROVED	DATE
10/10/2016	RF	[Signature]	10/10/2016
10/10/2016	RF	[Signature]	10/10/2016
10/10/2016	RF	[Signature]	10/10/2016

ITEM NO. 9

PINE CURVE
WITHDRAWN AT MAY 16, 2016 TOWN COUNCIL MEETING

There is no report for this item.

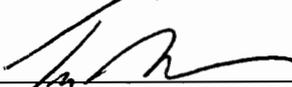


ITEM NO: 10
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.479 – A Bill for an Ordinance to Approve the Sale and Assignment of Interest in Salt Storage Facility By and Between the Town of Parker, Colorado, and South Metro Fire Rescue Fire Protection District, and Consented to by Douglas County School District RE-1

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (05/02/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (06/06/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Approval of a sale and assignment agreement with South Metro Fire Rescue Fire Protection District for the salt storage facility at the Joint Service Facility.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

The Town would receive \$77,352 for the 88% share of this building that is no longer needed.

BACKGROUND:

In the mid-1990's, the Town of Parker and the Douglas County School District (DCSD) partnered to construct a 1,200 square foot salt storage building at the Joint Service Facility (JSF). The JSF site (located near the northwest corner of Twenty Mile Road and Plaza Drive) is a partnership between South Metro Fire Rescue Fire Protection District (SMFR), the Town and the DCSD. Per the original arrangement, the Town and DCSD are responsible for an 88/12 split on the construction and ongoing maintenance of the salt storage building. The Town utilized this salt storage facility for snow/ice control operations for approximately two (2) decades until the spring of 2015.

In the summer of 2015, the Town completed the construction of the Public Works Operations Center (PWOC). The PWOC facility construction included the building of a replacement deicer (salt) storage building and therefore the JSF salt storage facility is no longer needed. Based on interest from the DCSD, the Town commenced the process of selling the JSF salt storage facility to the DCSD in 2015. This process included getting an appraisal to establish the value of the building. In early 2016, DCSD decided that they did not need or want the building. The Town

then reversed course and started the process of acquisition of the DCSD's 12% interest in the building. At about that time, the Town was approached by the Parker Area Historical Society (PAHS) about their need to find storage for a historical fire truck known as "The Judge". If the Town owned this building in its entirety (100%), it could be used by PAHS and the Town for storage.

At approximately this same time, SMFR became aware of a need for additional storage for fire apparatus equipment at the JSF. SMFR approached the Town about this need in April and their desire to purchase the JSF salt storage building. The need for SMFR storage is due to responsiveness with fire equipment that is staged at the JSF. Town staff discussed the PAHS needs for storage with SMFR to see if they could coexist in the same building. SMFR need is for the entire building but they have proposed to store the PAHS historic truck for five (5) years at another location in the Parker area. PAHS has written a letter to SMFR with their approval of this arrangement.

The SMFR Board approved the sale and assignment agreement on May 17, 2016. As this is a proposed transfer of Town owned property, a Town ordinance is required. Since the DCSD owns 12% of the salt storage building, DCSD has consented to the sale and assignment agreement between the Town and SMFR. While it will be a separate agreement, SMFR must also purchase the DCSD 12% interest in the building. The Town ordinance also consents to this sale from the DCSD to SMFR.

RECOMMENDATION:

Approve the ordinance.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP & Construction Manager
- 2) Jim Maloney, Town Attorney

ATTACHMENTS:

- 1) Vicinity Map
- 2) Ordinance (2 pages)
- 3) Sale and Assignment Agreement (9-pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.479 on second reading."

Parker Joint Service Property Salt Storage Facility Vicinity Map



Salt Storage Facility

Twenty Mile Rd

Plaza Dr

Cherry

Creek

Railbender
Park



0 200 400 Feet

ORDINANCE NO. 1.479, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SALE AND ASSIGNMENT OF INTEREST IN SALT STORAGE FACILITY BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT, AND CONSENTED TO BY DOUGLAS COUNTY SCHOOL DISTRICT RE-1

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

Section 1. The Town Council of the Town of Parker hereby approves the Sale and Assignment of Interest in Salt Storage Facility by and between the Town of Parker, Colorado, and South Metro Fire Rescue Fire Protection District, and consented to by Douglas County School District RE-1, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town. The Town Council of the Town of Parker further consents to the Douglas County School District RE-1 selling its interest in the Salt Storage Facility to the South Metro Fire Rescue Fire Protection District.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**SALE AND ASSIGNMENT OF
INTEREST IN SALT STORAGE FACILITY**

This Sale and Assignment of Interest in Salt Storage Facility (this "Assignment") is made this ____ day of _____, 2016 by and between the **TOWN OF PARKER, COLORADO**, a home rule municipal corporation organized under the laws of the State of Colorado ("Parker") and **SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("SMFR"), and consented to by **DOUGLAS COUNTY SCHOOL DISTRICT RE-1**, a public school district organized under the laws of the State of Colorado (the "School District").

RECITALS

A. Parker, the School District and Parker Fire Protection District ("Parker Fire") entered into a Joint Venture as defined in and evidenced by an Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility effective September 3, 1991, as amended (the "Ownership Agreement"). The purpose of the Joint Venture was to develop, construct, own and operate the Joint Service Facility located at 17801 E. Plaza Drive, Parker, Colorado (the "Facility").

B. Parker Fire's right, title and interest in the Ownership Agreement, the Joint Venture, and the Facility was assigned to South Metro Fire Rescue Authority ("SMFRA") and subsequently automatically assigned from SMFRA to SMFR upon the consolidation of Parker Fire and the South Metro Fire Rescue ("South Metro"), pursuant to the Assignment and Assumption Agreement between Parker Fire and South Metro and consented to by the School District and Parker and dated July 19, 2010.

C. Parker, the School District and SMFRA entered into an Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility effective November 22, 2010, as amended (the "Operations Agreement").

D. SMFRA's right, title and interest in the Operations Agreement was automatically assigned to SMFR upon the consolidation of Parker Fire and South Metro pursuant to Section XII(I) of the Operations Agreement.

E. Pursuant to the terms of the Operations Agreement, Parker is responsible for eighty-eight percent (88%) of the Operating Costs and Minor Repair Costs associated with the salt and sand storage facility for road maintenance at the Facility (the "Salt Storage Building"), and the School District is responsible for the remaining twelve percent (12%) of such costs. Parker desires to sell and assign to SMFR, and SMFR desires to purchase and assume from Parker, all of Parker's right, title and interest in and to the Salt Storage Building, on all of the terms and conditions contained herein.

F. Pursuant to the terms of the Ownership Agreement and the Operations Agreement, the sale and assignment contemplated herein requires the School District's prior written consent.

{00495272.DOCX / 2}
4/18/2016

C:\USERS\CHUDSON\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET
FILES\CONTENT.OUTLOOK\6M2LMCE8\SALT STORAGE FACILITY SALE AGREEMENT 03 (2).DOCX

EXHIBIT 1 - SHEET 1 OF 9

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Parker and SMFR agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Assignment.
2. Sale and Assignment. In consideration of the mutual covenants and agreements contained in this Assignment, Parker agrees to sell and assign to SMFR, and SMFR agrees to purchase and assume from Parker, upon the terms and conditions set forth below, all of Parker's 88% right, title and interest in and to the Salt Storage Building and all of its contents (collectively, the "Salt Storage Property") as set forth in the Ownership Agreement and the Operations Agreement, but excluding the real property on which the Salt Storage Property was constructed.
3. Assumption. Upon receipt of the Bill of Sale (defined below), SMFR assumes and agrees to perform, observe, and fulfill, all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Parker under the Ownership Agreement and the Operations Agreement with respect to the Salt Storage Property.
4. Post-Closing Rights. From and after the Closing (defined below), Parker shall have no further right, title or interest in the Salt Storage Property other than Parker's undivided ownership interest in the real property on which the Salt Storage Property was constructed, as tenants in common with the members of the Joint Venture pursuant to the terms and conditions of the Ownership Agreement, which the parties agree is not being transferred pursuant to this Assignment.
5. Purchase Price. The purchase price ("Purchase Price") for the Salt Storage Property shall be Seventy Seven Thousand Three Hundred Fifty Two and 00/100 Dollars (\$77,352.00) attributable to Parker's 88% ownership right, title and interest in the Salt Storage Property. The Purchase Price shall be paid to Parker in immediately available funds at the Closing.
6. Property Sold As Is. Except as otherwise expressly provided in this Assignment: (a) SMFR will be relying upon its own knowledge of and inspection of the Salt Storage Property to evaluate the condition of the Salt Storage Property and the suitability of the Salt Storage Property for SMFR's intended use, (b) the Salt Storage Property is being bought and sold AS IS with no warranties, express or implied, as to its physical condition, suitability for use, its value, or any other attribute, (c) Parker makes no representations or warranties of any kind regarding the condition of the Salt Storage Property and its compliance with any laws, rules, ordinances or covenants, including without limitation any environmental protection, pollution, and land use laws, regulations, and ordinances, (d) SMFR shall rely solely upon its own knowledge and investigations of the Salt Storage Property in determining whether to consummate this transaction, and (e) SMFR's acceptance of the Bill of Sale conveying the Salt Storage Property shall represent confirmation of SMFR's acceptance of the terms of this Section.

7. Inspection. SMFR, its agents and employees shall be authorized to inspect the Salt Storage Property (the "Inspection"). SMFR's performance under this Assignment shall be contingent upon SMFR's approval, in its sole discretion, of the Inspection. If SMFR is not satisfied with any portion of the Inspection, SMFR shall notify Parker in writing no later than 21 days following the date of this Assignment. If SMFR gives notice of termination pursuant to this paragraph 7, this Assignment shall be null and void and both parties shall be released from all further obligations hereunder. Failure of SMFR to give notice of termination pursuant to this paragraph 7 on or before the date that is 21 days following the date of this Assignment, SMFR's right to terminate under this paragraph 7 shall be deemed waived.

8. Approval of Title. SMFR, at SMFR's sole cost and expense, may order and examine a title insurance commitment and any other documents relating to the title of the Salt Storage Property (collectively the "title evidence"), and if title to the Salt Storage Property is not marketable, or if SMFR, in its sole discretion is not satisfied with the matters disclosed by the title evidence, SMFR may, at its option, give written notice of the defect or defects to Parker no later than 21 days following the date of this Assignment. Upon receipt of notice of defects from SMFR, Parker may, by written notice to SMFR within seven (7) days after receipt of such notice, elect to cure such defects or not to cure them. Parker's failure to respond to a notice of defects shall be deemed an election by Parker not to cure any defects. Unless Parker elects to cure such defects, SMFR may, by written notice to Parker at or before the Closing (a) elect to waive such defects and proceed to close; or (b) terminate this Assignment. In the event that SMFR fails to give written notice of defects or termination within the time stated herein, SMFR shall be deemed to have accepted and approved the status of the title as disclosed by the title evidence. If Parker elects to cure title defects, upon written notice of such election to the SMFR, the Closing may be postponed by Parker for a reasonable period of time not to exceed thirty (30) days. If, after making such election, Parker is unable to cure within such thirty (30) day period, SMFR shall have the options stated in (a) and (b) above to be exercised within ten (10) days. If SMFR gives notice of termination pursuant to this paragraph 8, this Assignment shall be null and void, and both parties shall be released from all further obligations hereunder.

9. Removal of Non-Fixtures. Parker may remove all non-fixtures from the Salt Storage Property prior to Closing. Any items remaining at the Salt Storage Property as of the Closing that are the property of Parker and not the School District shall become the property of SMFR.

10. Warranties and Covenants.

(a) Warranties of Parker.

(i) Parker hereby warrants and represents to SMFR that as of the Effective Date, Parker is the holder of all the right, title and interest in the property being conveyed by it hereunder and that it has the authority to enter into this Assignment.

(ii) Pursuant to Section 15.2 of the Town Charter, the terms of any agreement for conveyance of the Salt Storage Property are expressly subject to prior approval by ordinance of the Parker Town Council. If Parker gives notice to SMFR that the terms of this

Assignment have not been approved by the Parker Town Council, then this Assignment shall automatically terminate, and neither party shall have any further liability hereunder.

(b) Covenants of SMFR.

(i) SMFR hereby covenants that it shall assume, fulfill, perform, and observe each and every condition and obligation of Parker with respect to the Salt Storage Property.

(ii) SMFR represents that this Assignment has been or will be duly authorized and executed and delivered by SMFR and that SMFR has the authority to perform the obligations contained herein in accordance with their terms.

11. Closing. The transfer of the Salt Storage Property from Parker to SMFR hereunder shall consist of the simultaneous exchange of the Purchase Price and the Bill of Sale (the "Closing") and shall occur within thirty (30) days after the date of this Assignment at a date and location mutually agreed upon by the parties, or if no such agreement, at 10:00 a.m. on the thirtieth (30th) day after the Effective Date (unless such date is a Saturday, Sunday or holiday observed by the Town of Parker, in which case the next succeeding date that is not a Saturday, Sunday or holiday observed by the Town of Parker) at Town Hall, 20120 Mainstreet, Parker, CO 80138.

12. Closing Costs and Documents. Parker and SMFR shall share equally in all closing costs, if any. Upon receipt of the Purchase Price, Parker shall convey the Salt Storage Property to SMFR pursuant to a Bill of Sale in the form attached hereto as Exhibit A (the "Bill of Sale"). Parker and SMFR shall provide such additional documents or information as either party may reasonably request in order to further evidence the transfer of the Salt Storage Property pursuant to the terms hereof, although the parties do not currently contemplate that any such additional documents or information shall be required.

13. School District Consent. The School District consents to the transfer and assignment of the Salt Storage Property from Parker to SMFR as evidenced by the School District's signature on this Assignment. No further consent shall be required from the School District for Parker to transfer the Salt Storage Property to SMFR by Bill of Sale as contemplated herein.

14. General Provisions.

(a) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Parker and SMFR and their respective heirs, executors, legal representatives, successors and assigns.

(b) Notices. All notices, demands, requests, exercises, and other communications under this Assignment by either party shall be in writing and sent pursuant to the notice provisions of the Operations Agreement.

(c) Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected and shall be enforced to the greatest extent by law.

(d) Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Assignment.

(e) Entire Understanding. This Assignment and the attached Exhibit contain the entire understanding between the parties and supersedes any prior understandings and/or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Assignment that are not fully expressed herein. The terms of this Assignment are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Assignment constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Assignment.

(f) Applicable Law. This Assignment shall be interpreted, construed, and enforced according to the laws of the State of Colorado, exclusive of its laws regarding conflicts of law.

(g) No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination sought.

(h) Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT**

By: _____

[print name/title]

ATTEST:

[print name/title]

APPROVED AS TO FORM:

[print name/title]

Attorney for the South Metro Fire Rescue Fire Protection District

CONSENT

DOUGLAS COUNTY SCHOOL DISTRICT RE-1 hereby consents to the sale and assignment of the Town of Parker's 88% ownership right, title and interest in and to the Salt Storage Property to South Metro Fire Rescue Fire Protection District pursuant to the terms and conditions of the foregoing Assignment.

**DOUGLAS COUNTY SCHOOL
DISTRICT RE-1**

By: _____

[print name/title]

ATTEST:

[print name/title]

APPROVED AS TO FORM:

[print name/title]
Attorney for the Douglas County School District RE-1

EXHIBIT A

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

That the Town of Parker, a Colorado municipal corporation, having an address of 20120 E Mainstreet, Parker, Colorado 80138 ("Grantor"), for and in consideration of the sum of Seventy Seven Thousand Three Hundred Fifty Two and 00/100 Dollars (\$77,352.00) attributable to Grantor's 88% ownership right, title and interest in the Salt Storage Building, lawful money of the United States, to it in hand paid, at or before delivery of these presents by South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado having an address of 9195 E. Mineral Avenue, Centennial, Colorado 80112 ("Grantee"), the receipt of which is hereby acknowledged, by these presents does hereby grant, convey and quitclaim unto Grantee, its successors and assigns, all right, title and interest of Grantor in and to all of Grantor's right, title and interest in the property described in Schedule 1 annexed hereto and made a part hereof (the "Salt Storage Property"). The foregoing conveyance is made without recourse, representation or warranty of any kind, except that Grantor represents that the personal property conveyed hereby is free of any monetary lien or encumbrance.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2016.

**GRANTOR: TOWN OF PARKER,
COLORADO**

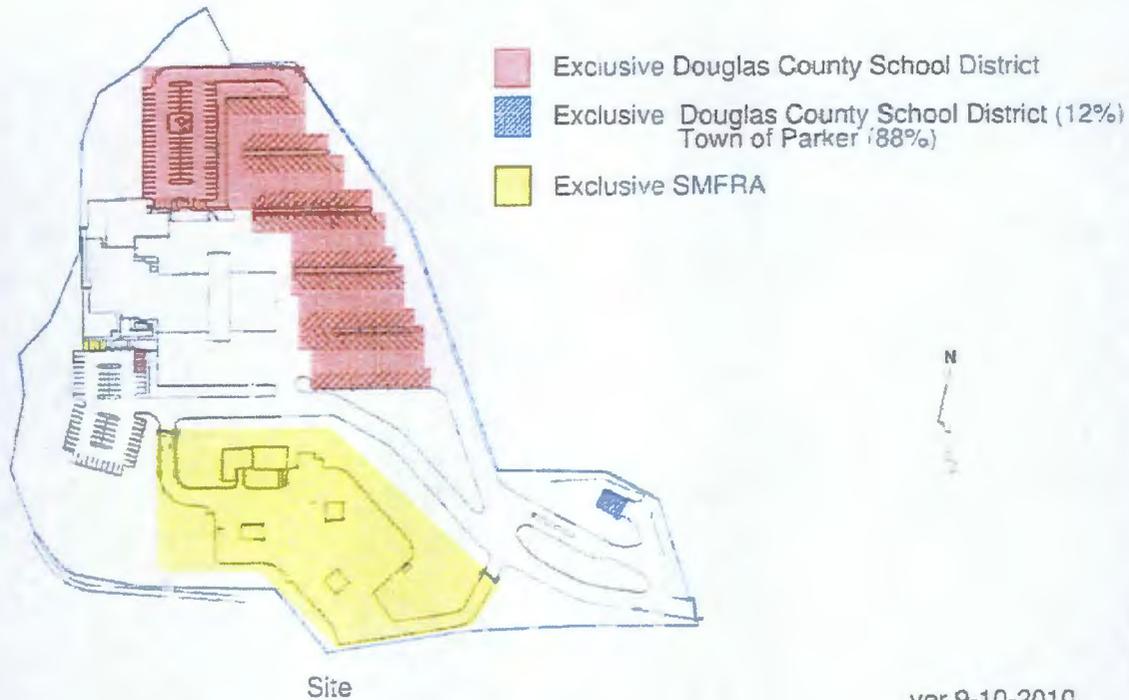
By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

SCHEDULE 1 TO BILL OF SALE

All of Grantor's 88% ownership right, title and interest in the salt and sand storage facility located at 17801 E. Plaza Drive, Parker, Colorado and depicted in blue crosshatch, below, including all of its contents, pursuant to the Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility effective September 3, 1991, as amended, and the Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility effective November 22, 2010:



Such right, title and interest being conveyed expressly excludes Grantor's undivided ownership interest in the real property on which the Salt Storage Property was constructed, as tenants in common with the members of the Joint Venture, which the parties agree is not being transferred pursuant to this Bill of Sale.



ITEM NO: 11
DATE: 06/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.480 – A Bill for an Ordinance to Approve the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1ST READING
- ORDINANCE FOR 2ND READING 06/06/2016
- RESOLUTION


John Batey, Assistant Town Administrator


G. Randolph Young, Town Administrator

ISSUE:

Council previously had directed staff to identify a redevelopment partner for a redevelopment of the Mainstreet Center Gymnasium site. Staff identified a redevelopment partner through a Request for Qualifications (RFQ) process, ACG, LLC, dba Parker Tap House & Distillery. The Mainstreet Center Gymnasium site will be sold to ACG LCC, prior to redevelopment of the site. An Ordinance from Town Council is required for the Purchase and Sale Agreement of the property. The Purchase and Sale Agreement is attached.

PRIOR ACTION:

On May 16, 2016, Town Council approved the first reading of Ordinance No. 1.480.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In February 2015, Economic Development staff was directed to release a RFQ for the redevelopment of the Mainstreet Center Gymnasium site. The RFQ resulted in one response from the Parker Tap House & Distillery. Subsequently, in June 2015, Economic Development staff was directed by Mayor and Council to proceed with negotiations for the sale of the land with the Parker Tap House & Distillery for redevelopment of the Mainstreet Center Gymnasium site.

Since June 2015, staff from Economic Development, Community Development, Engineering and Cultural departments have met with Parker Tap House & Distillery several times on the development of their Site Plan. As part of that process an appraisal was done on the proposed site and determined the land value to be \$18.10 per square foot. Additionally, staff had a land survey conducted on the property to verify the size and boundaries of the lot available for redevelopment. The survey determined the size of the lot to be 14,970 square feet. At this point

the Parker Tap House & Distillery is in the process of finalizing their drawings to submit a Site Plan in early May.

Additionally, Economic Development staff has met with Parker Tap House & Distillery regarding the Purchase and Sale Agreement for the site. From the meetings the following deal points have been developed with the assistance of the Town Attorney.

Proposed deal Points for Purchase and Sale Agreement include:

- Land Cost - \$270,957.00 (\$18.10 per square foot x 14,970 square feet)
- Escrow amount - \$25,000
- Closing will be contingent on:
 1. Approved site plan
 2. Approval and receipt of building permits
 3. Demolition of the gymnasium
 4. Future incentive agreements
 5. Financing/Lender approval for the project
- Deed Restrictions - Town's Repurchase Rights
 1. Town has the right to repurchase if the retail development is not open to the public in 12 months
 2. Once opened should the retail location close for a period longer than 6 months
 3. Repurchase price will be a fair market value
- Convents
 1. Repurchase rights will run with the land for a period of 30 years
 2. General maintenance provision to ensure the development is maintained in good condition.

RECOMMENDATION:

Staff recommends approval of Ordinance 1.480

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney and John Batey, Assistant Town Administrator

ATTACHMENTS:

Ordinance No. 1.480

RECOMMENDED MOTION:

I move to approve Ordinance No. 1.480 on second reading.

ATTACHMENT 1

ORDINANCE NO. 1.480, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE PURCHASE AND SALE OF THE GYM PROPERTY BY AND BETWEEN THE TOWN OF PARKER AND ACG, LLC

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement for the Sale and Purchase of Land by and between the Town of Parker and ACG, LLC, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT FOR SALE AND PURCHASE OF LAND

This Agreement for Sale and Purchase of Land (“Agreement”) is made and entered into effective as of _____, 2016 (the “Effective Date”), by and between the Town of Parker a Colorado municipal corporation (“Seller”) and ACG, LLC a Limited Liability Company (“Buyer”).

ARTICLE 1 AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 Agreement to Sell and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller certain real property located in the Town of Parker in Douglas County, Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herewith, together with and including all of Seller’s right, title and interest, if any, in and to the following: easements, rights of way, appurtenances and all other rights of similar kind relating to or associated with the Property, but exclusive of the Existing Improvements (defined below) (collectively the “Property”). Seller shall convey any and all interest it has in the Property by bargain and sale deed (the “Deed”), free and clear of all liens, encumbrances and easements, except for the Deed Restrictions and the Permitted Exceptions (as defined herein).

1.2 Deed Restrictions. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a repurchase right in favor of Seller on the terms and conditions set forth on **Exhibit B** attached hereto and incorporated by this reference (the “Deed Restrictions”).

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The parties agree that the purchase price of the Property shall be EIGHTEEN AND 10/100 DOLLARS (\$18.10) per land square foot in the Property (the “Purchase Price”), delivered to Seller at Closing upon satisfaction of all conditions to Closing including without limitation delivery of the Deed at Closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. For purposes of calculating the Purchase Price, Buyer and Seller agree that the Property contains 14,970 land square feet. Therefore, the Purchase Price shall be TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$270,957.00). The Purchase Price is payable by Buyer as follows:

2.2 Deposit. On or before the Due Diligence Date (defined below), the parties shall open an escrow (the “Escrow”) with Heritage Title Company (the “Title Company”) and deposit this Agreement with the Title Company for use as escrow instructions. Buyer and Seller further agree to execute Title Company’s standard form of supplemental escrow instructions for transactions of the type contemplated in this Agreement, provided that no such provisions shall have the effect of modifying this Agreement unless it is so expressly stated and initialed by or on behalf of Buyer and Seller, and that for any conflict between the supplemental escrow instructions and this Agreement, the terms of this Agreement shall control. On or before the Due Diligence Date, Buyer shall deliver to the Title Company for deposit into the Escrow

immediately available funds in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Deposit"), and the Deposit shall be held by Title Company in one or more federally insured interest-bearing accounts. All references in this Agreement to the Deposit shall include all interest earned on funds in the Escrow. If Buyer completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement.

2.3 Cash at Closing. Buyer shall pay the remaining amount of TWO HUNDRED FORTY FIVE THOUSAND NINE HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$245,957.00) (the "Remaining Amount") in cash or cash equivalent at Closing.

ARTICLE 3 AFFIRMATIVE COVENANTS OF SELLER

During the term of this Agreement, except as contemplated herein, Seller shall not modify the encumbrances or execute any agreement, lease, or instrument affecting the Property or title thereto and/or encumber, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion.

ARTICLE 4 EXISTING IMPROVEMENTS; CLOSING

4.1 Existing Improvements.

(a) Prior to the Due Diligence Date, Seller shall obtain bids for demolition and removal of the existing structures and improvements at the Property (collectively, the "Existing Improvements").

(b) As soon as reasonably possible after the Due Diligence Date, but in no event later than ten (10) days prior to the Closing Date, subject to extension for events outside of the reasonable control of Seller, including without limitation, weather (the "Outside Demolition Date"), Seller shall cause all of the Existing Improvements to be demolished and removed from the Property. Seller shall, at its sole cost and expense, secure all permits (if any) that are required for the performance of the demolition and removal of any portion of the Existing Improvements. Seller shall notify Buyer when the demolition and removal are complete, and Buyer shall then have the right to come onto the Property and confirm that such work has been satisfactorily performed.

(c) In the event either (i) the removal and demolition of the Existing Improvements is not completed on or before the Outside Demolition Date; or (ii) the condition of the Property after such removal and demolition is materially changed from the condition of the Property as of the Closing Date (other than the removal of the Existing Improvements); or (iii) there is a lien or claim pending on the Property not caused by Buyer, Buyer may terminate this Agreement and the Escrow by notifying Seller and Title Company in writing, and upon receipt of such Notice, Title Company shall take the actions set forth in Section 4.6.

(d) In the event the removal and demolition of the Existing Improvements is not completed prior to the scheduled Closing Date, either Buyer or Seller may extend the Closing Date for a period of up to sixty (60) days to allow for such demolition and removal to be completed. Either party may exercise this extension right by providing written notice to the other party of the extension prior to the scheduled Closing Date.

4.2 Closing. Provided all conditions to closing have been met, the funding of the transfer of the Property pursuant to the terms of this Agreement (the "Closing") shall occur at 10:00 o'clock a.m. at the offices of the Title Company on the date that is one (1) business day after the Financing Deadline (defined in Section 5.4, below), or sooner, if requested by Buyer and at a time and date agreeable to Seller (such date being referred to herein as the "Closing Date"). In the event that Closing does not occur on this date and the Closing Date is not extended by mutual written agreement of the parties hereto, then this Agreement shall automatically terminate and the Deposit shall be returned to Buyer unless Buyer is in default.

4.3 Obligations. At the Closing, the following shall occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) Seller shall deliver into Escrow the following documents at Closing:

(i) The Deed, executed and acknowledged as required by law, free and clear of all liens, encumbrances, reservations and easements, except for the Deed Restrictions and the Permitted Exceptions.

(ii) Evidence reasonably satisfactory to the Title Company that Seller has paid any outstanding invoices relating to the Property.

(b) Buyer shall deliver to Escrow the Remaining Amount.

(c) The Title Company shall be irrevocably committed to deliver to Buyer the Title Policy, the expense of which shall be paid by Seller.

(d) The parties shall further execute such other agreements and documents as reasonably may be required to establish the Escrow and carry out the transactions contemplated by this Agreement. Seller shall pay for the documentary transfer fee and recording fee for the Deed and recording fees for any documents required to be recorded in order to deliver title to Buyer in accordance with the terms of this Agreement. Buyer and Seller shall each pay one-half (1/2) of the Escrow fees and Title Company's customary charges for document drafting, recording and miscellaneous charges.

4.4 Adjustments. The following are to be apportioned as of the Closing Date (defined below):

(a) Because Seller is a tax exempt entity, all real property taxes due and payable with respect to the Property for the year of Closing shall be paid by Buyer and there shall be no proration with respect to the same.

(b) Seller shall pay all water, sewer and utility charges up to and including the Closing Date and Title Company shall escrow such amounts as may be reasonably necessary to ensure payment of such amounts that are not yet billed.

4.5 Closing Actions by Title Company. On the Closing Date, when all conditions to have been satisfied, including without limitation all deliveries required under Section 4.3 and all parties shall have authorized Title Company to proceed:

(a) Buyer, Seller and Title Company shall execute settlement statements showing all applicable prorations as of the Closing Date as well as such other agreements and documents as reasonably may be required to close the Escrow and carry out the transactions contemplated by this Agreement (such as updated title affidavits);

(b) Title Company shall deliver to Seller: (i) the Purchase Price, less prorations charged Seller hereunder; and (ii) one (1) original of every other document deposited by Buyer into Escrow;

(c) Title Company shall record the Deed in the Office of the Clerk and Recorder of Douglas County, Colorado;

(d) Title Company shall deliver to Buyer: (i) one (1) copy of the Deed conformed by the Douglas County Clerk & Recorder's office and showing the recording information for such document; and (ii) one (1) original of every other document deposited by Seller into Escrow;

(e) Title Company shall deliver to any third parties the amounts such third parties are entitled thereto as set forth on the executed settlement statement in accordance with separate instructions provided by such third party; and

(f) Title Company shall deliver to Buyer the original of Buyer's Title Policy.

4.6 Cancellation. If pursuant to the terms of the Agreement, either (a) Buyer has terminated the Agreement pursuant to its rights to do so hereunder, (b) the Agreement has been terminated pursuant to Section 5.4, or, (c) Title Company cannot confirm that that one or more of the conditions to Closing are satisfied as of the scheduled Closing Date, then Title Company shall take the following actions:

(a) Return the amount of funds deposited by Buyer to Buyer, less one-half of any amount charged by Title Company for maintaining the Escrow, together with any original documents that were delivered into Escrow by Buyer;

(b) Upon receipt from Seller of one-half of any amount charged by Title Company for maintaining the Escrow, return the original Deed to Seller, together with such other original documents that were delivered into Escrow by Seller; and

(c) Upon completion of the foregoing actions, cancel the Escrow.

4.7 Actions by Title Company as Escrow Agent. The parties acknowledge that Title Company is acting solely as a stakeholder at their request and for their convenience, and that Title Company shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in breach or willful disregard of this Agreement or involving gross negligence.

4.8 Possession. Buyer shall be entitled to possession of the Property upon the Closing Date.

ARTICLE 5 CONTINGENCIES

5.1 Title Insurance.

(a) Seller shall obtain and deliver within ten (10) days after the Effective Date, a current commitment (“Title Commitment”) from the Title Company, committing the Title Company to issue to Buyer its standard coverage owner’s title insurance policy insuring good and marketable title in fee simple to the Property in Buyer, in the amount of the Purchase Price, free of all liens, leases, encumbrances, and reservations, except for the Deed Restrictions and the Permitted Exceptions (“Title Policy”), the premium for which shall be paid by Seller. If requested by Buyer and approved by the Title Company, the standard printed exceptions shall be deleted at the expense of Buyer. The Title Commitment shall be accompanied by copies of all instruments and documents referred to therein as creating exceptions to title and any unrecorded leases or tenancies affecting the Property.

(b) Buyer shall have until the end of the sixtieth (60th) calendar day after the Effective Date hereof (“Due Diligence Date”) to review and approve or disapprove the title to the Property by reason of any items listed in the Title Commitment as exceptions to title and to notify Seller in writing (“Title Notice”) as to any such defects in title (“Title Defects”).

(c) From the date of the Title Notice until Closing, Seller may either cure the Title Defects or notify Buyer in writing which Title Defects, if any, (i) Seller is unable to cure at or before Closing and (ii) Seller elects not to cure at or before Closing.

(d) If Seller is unable to cure or elects not to cure any Title Defects at or before Closing, Buyer may, at its option, (i) terminate this Agreement, or (ii) waive such defects in writing.

(e) All Title Defects that are not objected to by Buyer pursuant to this Section 5.1 are called herein “Permitted Exceptions.”

5.2 Survey.

(a) Seller has furnished to Buyer the preliminary Minor Development Plat for Mainstreet Center 1st Amendment depicting the Property and other property owned by Seller. Buyer shall have the right, at Buyer’s sole cost and expense, to order an ALTA Survey depicting the Property and all easements, reservations, licenses and rights of way of record affecting the Property as shown in the Title Commitment, certified to Buyer and Seller (the “Survey”).

(b) Buyer shall have until the Due Diligence Date to notify Seller of any Title Defects based on the Survey, and shall notify Seller in writing (“Survey Notice”) as to any conditions identified by the Survey to be unsatisfactory to Buyer in Buyer’s sole discretion (“Survey Condition”). Any Survey Condition identified in the Survey Notice shall be deemed a Title Defect, and the provisions of Section 5.1 (c) and (d) shall apply.

(c) Seller shall notify Buyer of any conditions or events that materially change the Survey prior to Closing, and Buyer’s obligation to close hereunder shall remain subject to Buyer’s written approval or waiver of any such subsequent conditions or events.

5.3 Inspection of Property.

(a) From the Effective Date until the Due Diligence Date, Buyer and its agents, employees, contractors, proposed assigns and agents, employees and contractors of such proposed assigns (“Licensed Parties”) shall have the right, at Buyer’s sole cost, risk and expense, to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such surveys, tests and inspections as Buyer deems necessary in connection with this Agreement (“Inspection”). Any disturbance to the Property caused by the inspection shall be promptly remedied or repaired at the expense of Buyer. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such rules as Seller may reasonably impose to avoid interference with Seller’s ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms. The obligations of Buyer under this Section 5.3(a) shall survive the Closing or the termination of this Agreement.

(b) At any time on or prior to the Due Diligence Date, Buyer may elect in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Buyer elects termination, and upon Buyer’s notice thereof to the Title Company, Buyer shall have no obligation to make the Deposit, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement. If Buyer does not give Buyer’s notice of termination on or prior to the Due Diligence Date, then (i) the termination right provided in this paragraph shall be deemed waived, and (ii) Buyer’s rights to terminate this Agreement shall be limited to those remaining termination rights specifically set forth in this Agreement. Buyer shall have until the Due Diligence Date to review and approve or disapprove of the results of the Inspection and to notify Seller in writing (“Inspection Notice”) as to any conditions identified by the Inspection to be unsatisfactory to Buyer in Buyer’s sole discretion (“Inspection Condition”). Any Inspection Condition identified in the Inspection Notice shall be treated in the same manner as a Title Defect, and the provisions of Section 5.1 (c) and (d) shall apply. Buyer shall deliver to Seller any third-party reports prepared on behalf of Buyer in the course of due diligence within thirty (30) days after the termination of this Agreement without a Closing.

5.4 Financing Contingency. From and after the Effective Date until the date that is ninety (90) days thereafter (the “Financing Deadline”), Buyer shall diligently pursue financing acceptable to Buyer in Buyer’s sole discretion. In the event Buyer has not satisfied such

financing contingency prior to the Financing Deadline, Buyer shall have two (2) options to extend the Financing Deadline by a period of forty-five (45) days each to satisfy such contingency, and, upon the exercise of such option, the "Closing Date" hereunder shall be moved to the next business day after expiration of such 45-day period. Such extension options shall be exercised by Buyer, if at all, by delivery of written notice to Seller on or before the then scheduled Financing Deadline. If the financing contingency cannot be met by Buyer on or before the Financing Deadline, as the same may be extended by Buyer, Buyer shall have the right to terminate this Agreement by written notice to Seller on or before such date, whereupon this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6.

5.5 Required Approvals. The Closing of the Property is expressly contingent upon the following approvals on or before the Closing Date:

(a) Town Council Approval. The Town Council of the Town of Parker, Colorado (the "Town") authorizes by ordinance this Agreement.

(b) Financial Incentives Approval. The approval by the Town of a financial incentives agreement regarding the proposed development of the Property by Buyer.

(c) Site Plan Approval. The Town approves the site plan for the Property, as provided by the Town of Parker Land Development Ordinance (the "Site Plan").

(d) Building Permits. The Town is prepared to issue construction and building permits for development of the Property consistent with the approved Site Plan upon payment of all required amounts and fees.

If one or more of the foregoing conditions is not satisfied on or before the Closing Date (as the same may be extended under this Agreement), then this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6. In the event a legal challenge to Town approval of this Agreement or the Site Plan is successful or is still pending on the scheduled Closing Date, Buyer may extend the Closing Date for a period of sixty (60) days by written notice to Seller and the Title Company. If such notice is not received on or before the Closing Date, or if Buyer extends the Closing Date but a legal challenge is successful or still pending as of the extended Closing Date, this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6.

ARTICLE 6 DEFAULT AND TERMINATION

6.1 Termination Due to Buyer's Default. In the event of Buyer's failure to close on the Closing Date hereunder when Buyer has a contractual obligation to do so, the damages to Seller would be extremely difficult and impractical to ascertain, and therefore, in the event of a default or breach by Buyer that is not cured within ten (10) days after written notice by Seller to Buyer notifying Buyer of such default, the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the property out of the

marketplace, and other costs incurred in connection with this agreement. Buyer and Seller agree that retention of the Deposit shall be the sole damages of Seller, and retention of the Deposit shall be the sole and exclusive remedy of Seller in the event of any default or breach by Buyer.

6.2 Termination due to Seller's Default. If Seller fails to comply with any of its obligations hereunder, or in the event of failure of any contingency or condition that is the responsibility of Seller, Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Buyer. Accordingly, in the event of a default or breach by Seller that is not cured within ten (10) days after written notice by Buyer to Seller notifying Seller of such default, Buyer, at Buyer's option, and as Buyer's sole and exclusive remedies on account thereof, shall be entitled to either:

(a) Terminate this Agreement, whereupon the Deposit shall be delivered to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or

(b) Seek specific performance of Seller's conveyance obligations hereunder.

6.3 Termination without Default. This Agreement may be terminated by Buyer for any reason on or prior to the Due Diligence Date, in which event Buyer shall have no obligation to make the Deposit, and if made, the Deposit shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement.

ARTICLE 7 RISK OF LOSS; AS-IS PROVISIONS

7.1 Risk of Loss. Seller shall promptly notify Buyer of any damage or casualty to the Property prior to the Closing Date or of any condemnation proceeding threatened or commenced prior to the Closing Date. In such event, the Closing Date shall be extended by the number of days necessary to give Buyer and Seller the opportunity to make the elections and give the notices provided for in this paragraph. As a result of any such damage, casualty or proceeding, the Buyer shall elect, in a writing delivered to Seller within twenty (20) days after Seller notifies Buyer of such casualty or condition, either to: (i) terminate this Agreement, in which event the all funds and documents deposited into Escrow by Buyer shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or (ii) continue the Agreement in effect, in which event there shall be no reduction in the Purchase Price and Buyer shall be entitled to any insurance proceeds, compensation, awards, or other payments or relief resulting from such casualty or condemnation. If Buyer elects to continue this Agreement in effect, then upon the Closing Date, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any insurance proceeds, compensation or awards that have been or that may thereafter be made for such damage, casualty or condemnation. If Buyer elects to continue this Agreement in effect prior to a final condemnation determination and award, Buyer shall have the option to extend the Closing Date until ten (10) days after such date as a final determination and award in condemnation shall have occurred. If

Buyer elects to continue this Agreement in effect, neither Buyer nor Seller shall have the right to settle or compromise any award for such damage, casualty or condemnation except by mutual agreement of the parties.

7.2 AS-IS; WHERE-IS. Other than Seller's obligation to demolish the Existing Improvements as provided in Section 4.1, the Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that Seller has not made any representation or warranty regarding any environmental condition affecting, relating to or with respect to the Property, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "Environmental Laws"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property.

7.3 Property Information. Buyer agrees that any information relating to the condition, future development, or economic performance of the Property ("Property Information") provided by Seller or Seller's employees, officials, consultants, agents, representatives or any other person is provided for illustrative purposes only, and is not warranted by Seller as to accuracy, completeness, reliability or in any other manner. Buyer hereby waives any claim or liability against Seller with respect to the contents of any and all Property Information. Seller is not and shall not be liable or bound in any manner by any oral or written statements, representations, "set-ups", memoranda or other information pertaining to the Property furnished by any Town employee, official, consultant, agent, representative or other person.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Captions. The captions in this Agreement are inserted only for the purpose of convenience and in no way define or prescribe the scope of this Agreement.

8.2 Inurement. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns, as the case may be.

8.3 Recordation. Buyer and Seller agree not to file this Agreement, or any part hereof, for record in the office of the Clerk and Recorder of Douglas County, Colorado, or in any

other public office or agency records. In the event this Agreement is so filed or recorded, this Agreement shall automatically terminate.

8.4 Assignability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon Closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the Closing and shall continue to be binding upon the parties and their above-named successors.

8.5 Pronouns. The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

8.6 No Amendments. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

8.7 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

8.8 Notices. All notices herein required shall be in writing and shall be delivered at the addresses appearing below, or such other address as a party may designate in writing. The delivering of a notice by hand delivery, overnight courier, or facsimile shall be deemed given on the business day in which such notices are actually received. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices shall be deemed to have been given five (5) business days after the date mailed.

If to Seller:

Town of Parker
Attn: James Maloney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Facsimile: (303) 840-9792

With a copy to:

Stacie L. Gollata
Gorrell Giles Gollata PC
1331 17th Street, Suite 1000
Denver, Colorado 80202
Telephone: (303) 996-7200
Facsimile: (303) 996-2680

If to Buyer:

Corey Guildner
ACG LLC
9539 East Higgins Court
Parker, Colorado 80134
Telephone: (303) 944-2435

8.9 Brokers' Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein.

8.10 Governing Law; Venue. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving regard to conflicts of laws principles. Should any legal action, suit, or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Douglas County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

8.11 Counterparts. This Agreement shall not be effective unless and until it is signed by Seller and a signed copy returned to Buyer. This Agreement may be executed in counterparts, each of which taken together shall be deemed one instrument. Facsimile signatures shall have the same force and effect as originals.

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

8.13 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller and shall not be construed for or against either party based upon authorship.

8.14 Weekend and Holidays. In the event any deadline under the terms of this Agreement falls on a legal holiday or weekend, that deadline shall be extended to the first business day thereafter. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, any other day recognized as a holiday by the U.S. Government or the government of the State of Colorado, or any day upon which banks or similar financial institutions in the State of Colorado are generally closed.

8.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money and to deliver copies of all reports of the results of all tests, inspections and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal

sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE(S) FOLLOW(S).]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado ("Seller") and
the ACG, LLC ("Buyer").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and
Purchase of Land the date and year first above written.

SELLER:

BUYER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

ACG, LLC, a Limited Liability Company

By: _____

By:  _____

Name: _____

Name: COREY Guildner _____

Title: _____

Title: President _____

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF
THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE
WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

Heritage Title Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

[IF PLAT IS RECORDED PRIOR TO SIGNING THIS AGREEMENT:]

LOT 2, MAINSTREET CENTER 1ST AMENDMENT RECORDED AT RECEPTION NO. _____ LOCATED 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

[IF PLAT IS NOT RECORDED PRIOR TO THE SIGNING OF THIS AGREEMENT:]

AN APPROXIMATELY 14,970 SF PORTION OF LOT 1, MAINSTREET CENTER, RECORDED AT RECEPTION NO. 2015069348 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

TO BE KNOWN AS: LOT 2, MAINSTREET CENTER 1ST AMENDMENT, AS SHOWN ON THE DRAFT PLAT THEREOF ATTACHED HERETO AS EXHIBIT A-1.]

EXHIBIT A-1

DRAFT PLAT MAINSTREET CENTER 1ST AMENDMENT

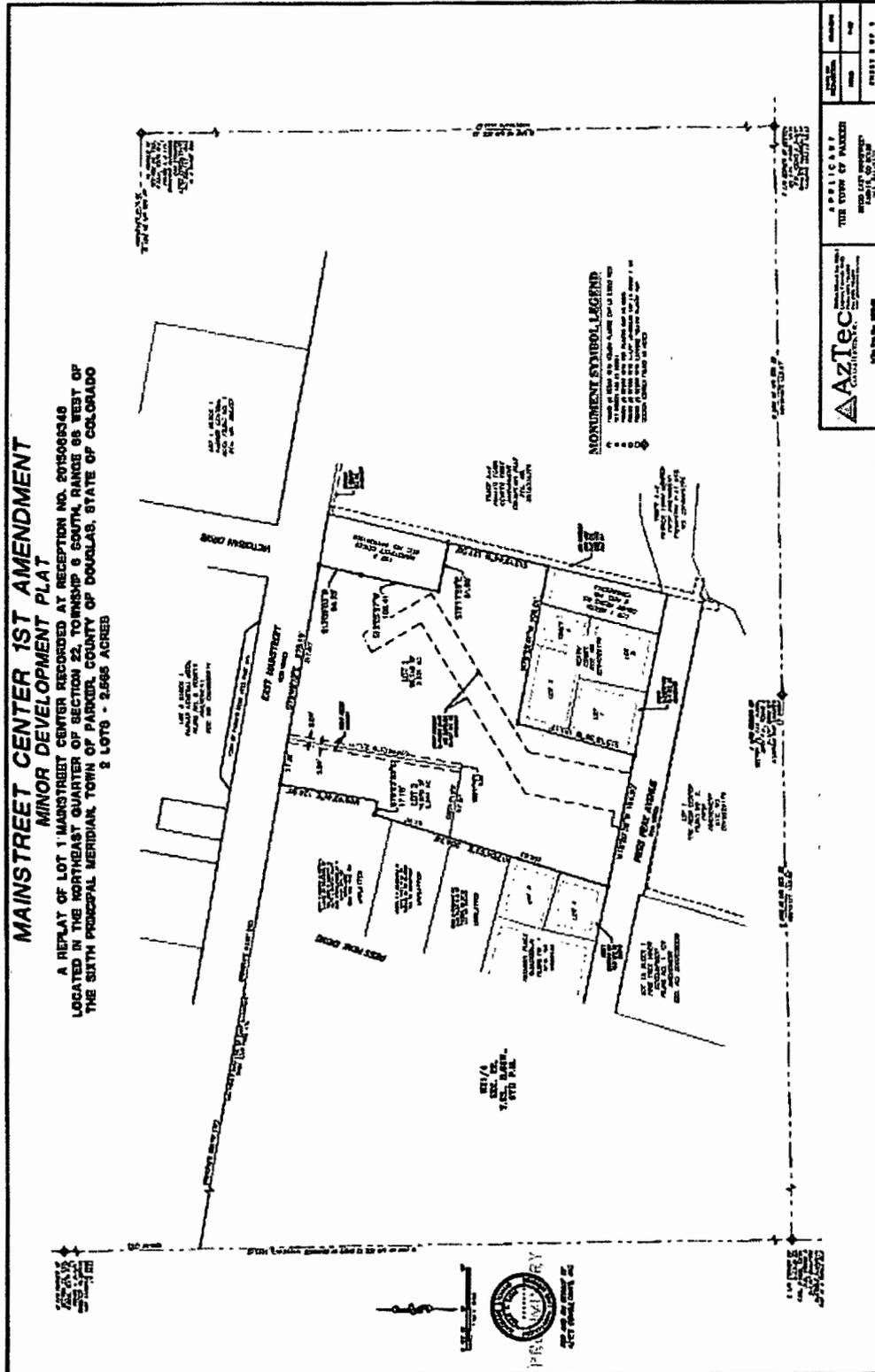


EXHIBIT B

DEED RESTRICTIONS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is conveyed to Buyer, its successors and assigns, for so long as it is used for the following specific uses permitted by right in the Standards and Guidelines for properties in the Greater Downtown District-Historic Center Design District for the Town of Parker, Colorado: retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or microbrewery (the “**Retail Development**”). The development of the Property for the Retail Development is a material inducement for Seller entering into this Agreement and closing on the sale of the Property to Buyer. Accordingly, in the event the Closing occurs and either (i) the Retail Development is not open to the public on or before the date that is twelve (12) months after the date hereof, as such date is extended as provided herein; or (ii) the Retail Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Seller shall have the option (the “**Repurchase Option**”) to compel the owner(s) of the Property to sell the Property to Seller at a purchase price equal to the Fair Market Value of the Property, as defined below. If Seller provides written notice to the owner of the Property stating that Seller is exercising Seller’s Repurchase Option, Seller and the owner(s) of the Property shall have a binding contract for the sale by the owner to Seller, and the purchase by Seller from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Exhibit B-1** (the “**Purchase and Sale Terms**”). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Retail Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; and (b) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

Fair Market Value Determination. For a period not to exceed ten (10) days following delivery of notification from Seller stating that Seller is exercising Seller’s Repurchase Option, Seller and the owner of the Property shall attempt in good faith to determine the Fair Market Value of the Property (the “**Negotiation Period**”). If the parties are unable to agree upon the Fair Market Value during the Negotiation Period, then within ten (10) days following the expiration of the Negotiation Period, each party shall each select a Qualified MAI Appraiser (defined below). On or before the thirtieth (30th) day after the selection of the last of the two appraisers, the two appraisers shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Value. If the values determined by such appraisers are within ten percent (10%) of one another, using the lower value as the base amount, then the fair market value shall be the average of the two (2) appraisals. If the difference between the two (2)

appraisals is more than ten percent (10%) of one another, using the lower value as the base amount, then the two (2) appraisers shall, within ten (10) days after receipt of the second appraisal, choose a third (3rd) Qualified MAI Appraiser, who shall appraise the Fair Market Value of the Property within thirty (30) days of being appointed. The Fair Market Value shall conclusively be deemed to be the average of the two (2) appraised values out of the three (3) that are closest to one another in amount. Each party shall pay the costs associated with the appraiser selected by such party, and the parties shall share equally the costs associated with a third appraiser, if necessary. For purposes of this Section, the term "Qualified MAI Appraiser" shall mean a Colorado licensed MAI (or, if such organization does not exist in the future, the organization recognized by the professional real estate appraisal industry in Colorado as being its closest successor or equivalent) appraiser in good standing in the state of Colorado, with experience in commercial real estate activities, including at least ten (10) years' experience as a commercial property appraiser, including experience appraising retail developments. The appraisers shall be instructed that "Fair Market Value" for this purpose shall mean the gross purchase price for the Property that a willing unrelated buyer would pay to a seller under no compulsion to sell, in an arms-length transaction, given the current state of construction, infrastructure, tenancy, market conditions, and these restrictions.

Maintenance Covenant. Buyer, its successors and assigns, shall maintain and repair, at its sole cost and expense, all landscape and improvements on the Property in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town of Parker's maintenance and repair of similar improvements in the Historic Center of the Greater Downtown Zoning District. Maintenance shall include but is not limited to: removal and replacement of dead trees and other landscaping; façade cleaning, repair and maintenance; sidewalk repair, lawn maintenance and irrigation repair; and repair and maintenance of proper and adequate lighting.. If Buyer fails to maintain and repair, or to commence and thereafter diligently pursue completion of the maintenance and repair of, any such items within ten (10) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Buyer the reasonable costs of such acts.

Covenants Running With the Land. The foregoing Repurchase Option and Maintenance Covenant shall be recorded against the Property at Closing as a burden on the Property running with the land for a period of thirty (30) years after the date of the Deed in the form of a restriction on the Deed or other mutually acceptable agreement.

EXHIBIT B-1

PURCHASE AND SALE TERMS

Any repurchase of the Property as set forth herein shall be on the following additional terms and conditions (with "Buyer" in this Exhibit B-1 meaning and referring to the Town and "Seller" in this Exhibit B-1 meaning and referring to the owner(s) of the Property at the time of purchase):

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.
2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.
3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title, and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.
4. As a condition to Buyer's obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer's title to the Property in the condition required below.
5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor's acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.
6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.